

**Ordinance amending Ordinance 031525 regarding conveyance of Parker Pool property located at 654 Graham Road to Nueces County and authorizing Agreement for Payment for Utilities.**

**Whereas**, in accordance with Section 272.001(l) of the Texas Local Government Code, the City Council may provide for the donation or sale of property to a political subdivision to carry out a municipal public purpose;

**Whereas**, the City Unified Development Code Section 3.82 provides an exemption to platting for acquisition of land for a governmental purpose by dedication, condemnation or easements;

**Whereas**, in accordance with Section 212.0045 of the Texas Local Government Code, the City determines the subdivision required of the Parker Pool property to Nueces County does not require platting;

**Whereas**, on August 28, 2018, the City Council authorized the conveyance of “Parker Pool Property” located at 654 Graham Road to Nueces County via Ordinance 031525;

**Whereas**, said “Parker Pool Property” was defined in said Ordinance as “approximately 0.63 acreage of land located at or near 654 Graham Road including the following improvements: the swimming facility known as ‘Parker Pool’ including adjoining restroom facilities and adjacent parking”;

**Be it ordained by the City Council of the City of Corpus Christi, Texas:**

**Section 1:** Ordinance 031525 is modified to amend definition of the “Parker Pool Property” to be approximately 0.46 acreage of land located at or near 654 Graham Road including the following improvements: the swimming facility known as “Parker Pool” and including adjoining restroom facilities.

**Section 2.** The City Manager or designee is authorized to execute all documents to convey the “Parker Pool Property” to Nueces County subject to the imposition of following reasonable terms and conditions in the conveyance documents including: (a) a restriction that the Parker Pool Property will be used by Nueces County in carrying out a purpose that benefits the public namely for public recreational swimming; (b) a reversion clause in the City’s beneficial favor, if Nueces County ceases to use The Parker Pool Property for public recreational swimming purposes; and (c) the lease between the City of Corpus Christi and the Coastal Bend Friends of the Aquatics is to be assigned to Nueces County. A copy of the Special Warranty Deed is attached as **Exhibit A**.

**Section 3.** That the City Manager or designee is authorized to execute the Agreement between City of Corpus Christi and Nueces County Regarding Parker Pool Property Payment for Utilities, Use and Transfer of Property (“the Agreement”) by which the City agrees to pay up to \$10,000 a year for the electricity and water at the Parker Pool Property

for 25 years as long as Nueces County continues to operate and provide for operation of the Parker Pool Property as a public swimming pool with general public swim program open to the public for a minimum of 20 hours per week, weather and conditions permitting. The agreement provides that the City will appropriate the aforesaid funds for each year it appropriates funds for provisions of aquatics to its citizens, which obligation shall expire the earlier of (1) the County’s termination of this Agreement or (2) 25 years from the effective date of the Agreement. The Agreement allows users of the Parker Pool Property use of the City parking lot adjacent to the Parker Pool Property. A copy of the Agreement is attached as **Exhibit B**.

**Section 4.** That the City Council finds and determines that the conveyance to Nueces County qualifies for platting exemption as provided for in Section 3.8.2. In addition, in accordance with Section 212.0045 of the Texas Local Government Code, the City Council finds and determines that the subdivision required to convey The Parker Pool Property to Nueces County does not require platting.

**Section 5:** If, for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance is held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it will not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of the City Council that every section, paragraph, subdivision, phrase, word and provision of this ordinance be given full force and effect for its purpose.

That the foregoing ordinance was read for the first time and passed to its second reading on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Everett Roy	_____
Paulette M. Guajardo	_____	Vacant	_____
Michael Hunter	_____	Greg Smith	_____
Debbie Lindsey-Opel	_____		

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Everett Roy	_____
Paulette M. Guajardo	_____	Vacant	_____
Michael Hunter	_____	Greg Smith	_____
Debbie Lindsey-Opel	_____		

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Joe McComb  
Mayor

# EXHIBIT A

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## SPECIAL WARRANTY DEED

**DATE:** \_\_\_\_\_, 2018

**GRANTOR:** CITY OF CORPUS CHRISTI, a Texas home-rule municipal corporation

**GRANTOR'S MAILING ADDRESS** (including County):

P. O. Box 9277  
Corpus Christi, Texas 78469-9277  
Nueces County, Texas

**GRANTEE:** NUECES COUNTY

**GRANTEE'S MAILING ADDRESS** (including County):

P.O. Box \_\_\_\_\_  
Corpus Christi, Texas 784\_\_-\_\_\_\_  
Nueces County, Texas

**CONSIDERATION:** TEN AND NO/100 DOLLARS (\$10.00) the receipt of which is acknowledged and other valuable consideration.

**PROPERTY:** The Land described by Metes and Bounds on Exhibit A1

Together with and including all of Grantor's rights, title, and interest and in the rights and appurtenances in any way belonging or appurtenant to the Land, including without limitations: (i) any improvements on the Land; (ii) strips and gores, if any, adjacent or contiguous to the Land; (iii) any land lying in or under the bed of any street, alley, road, creek or stream running through, abutting or adjacent to the Land; (iv) any riparian rights appurtenant to the Land relating to surface or subsurface waters; and (v) easements, rights of ingress and egress, and prior reversionary interests benefiting or serving the Land (the Land and other appurtenant rights being referred to herein as the "Property").

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

The conveyance recited above is made and accepted subject to all presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases and royalty and mineral conveyances now outstanding and of record, if any, in Nueces County, Texas, affecting the above-described **PROPERTY**, as well as any restrictions, reservations, conditions, and covenants contained in this instrument. The sale of the Property is without minerals. GRANTOR reserves unto itself all of its right, title and interest, if any, in and to the oil, gas and other minerals in, on, or under the Property. In addition, this conveyance recited above is made and accepted subject to the Lease Agreement dated as of July 22, 2014 between the **GRANTOR** and Coastal Bend Friends of Aquatics Regarding Use of Parker Pool, a copy of which has been provided to **GRANTEE**.

It is the intent of **GRANTEE** to operate or provide for operation of a public swimming pool open to the public at the **PROPERTY**. If the **GRANTEE** ceases to provide for operation of a public swimming pool at the **PROPERTY**, *specifically fails to budget for its operation, through revenues or otherwise*, all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in **GRANTOR** without the necessity of any further act on the part of or on behalf of **GRANTOR**, it being the intent of **GRANTOR** to convey a determinable estate to **GRANTEE**.

**GRANTOR** IS CONVEYING THE PROPERTY TO **GRANTEE** AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF **GRANTOR**, EXCEPT FOR **GRANTOR'S** SPECIAL WARRANTY OF TITLE STATED ABOVE. **GRANTEE** ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY **GRANTOR**, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON **GRANTEE'S** OWN EXAMINATION OF THE PROPERTY.

**GRANTOR**, for the **CONSIDERATION** and subject to the **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY, GRANTS, SELLS, AND CONVEYS** to **GRANTEE** the **PROPERTY**, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to **GRANTEE, GRANTEE'S** successors and/or assigns forever. **GRANTOR** binds **GRANTOR** and **GRANTOR'S** successors and/or assigns to **WARRANT AND FOREVER DEFEND** all and singular the **PROPERTY**, except the **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY**, to **GRANTEE** and **GRANTEE'S** successors and/or assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under **GRANTOR** but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

**(EXECUTION PAGE AND EXHIBIT A1 METES AND BOUNDS FOLLOWS)**

**GRANTOR: CITY OF CORPUS CHRISTI**

By: \_\_\_\_\_

Keith Selman, Interim City Manager

**THE STATE OF TEXAS           §**

**§**

**COUNTY OF NUECES           §**

THIS INSTRUMENT WAS ACKNOWLEDGED before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Keith Selman, Interim City Manager, of the CITY OF CORPUS CHRISTI, a Texas home-rule  
corporation, on behalf of the corporation.

\_\_\_\_\_

Notary Public, STATE OF TEXAS

**ACCEPTED AND AGREED TO BY GRANTEE: NUECES COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF NUECES           §

THIS INSTRUMENT WAS ACKNOWLEDGED before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, \_\_\_\_\_(title), of NUECES COUNTY.

\_\_\_\_\_

Notary Public, STATE OF TEXAS

**AFTER RECORDING RETURN TO:**

City of Corpus Christi

Attn: Director of Parks and Recreation

P. O. Box 9277

Corpus Christi, Texas 78469-9277

**Metes and Bounds Exhibit A1**

**[TO BE INSERTED]**





Job No. 043201.B8.06  
August 6, 2018

### 0.63 Acre Tract

STATE OF TEXAS  
COUNTY OF NUECES

**Fieldnotes**, for a 0.63 Acre Tract, out of Lot D, Laguna Business Center, a map of which is recorded in Volume 27, Page 6, Map Records of Nueces County, Texas; said 0.63 Acre Tract, being more fully described by metes and bounds as follows:

**Commencing**, at the South corner of a 1.044 Acre Tract, as described in a Special Warranty Deed from Melba Welsh Chatham, Bea Weicher Irvin, Independent Executrix of the Estate of Jane Welsh Reyes, Agnes Welsh Reyes Eyster, and N. J. Welsh, III, to the City of Corpus Christi recorded in Document Number 939941, Official Public records of Nueces County, Texas, on the Northeast Right-of-Way line of Graham Road, a 60 foot wide public roadway, for the West corner of the said Lot D, from **Whence**, a 5/8 Inch Iron Rod Found, for the West corner of the said 1.044 Acre Tract, bears North 61°34'51" West, 85.09 Feet;

**Thence**, South 61°26'08" East, with the common boundary line of the said Lot D and Graham Road, 421.99 Feet, to the **Point of Beginning** and for a corner of this Tract;

**Thence**, over and across the said Lot D, and with the boundary of this Tract as follows:

- North 28°34'28" East, 54.48 Feet;
- North 61°25'32" West, 144.93 Feet, to the West corner of this Tract;
- North 28°34'28" East, 45.75 Feet;
- South 61°25'32" East, 72.15 Feet;
- North 73°13'28" East, 43.06 Feet;
- North 16°46'05" West, 15.49 Feet;
- North 61°25'32" West, 25.50 Feet
- South 73°06'13" West, 40.99 Feet;
- North 61°25'32" West, 23.67 Feet;
- North 15°51'03" West, 19.80 Feet;
- North 61°25'32" West, 78.38 Feet;
- North 28°34'38" East, 58.50 Feet;
- North 89°50'42" West, 21.20 Feet;
- North 16°29'42" West, 2.00 Feet;
- North 28°33'52" West, 48.06 Feet;
- North 73°32'30" East, 2.00 Feet, to the North corner of this Tract, from **Whence**, a Pinched Iron Pipe Found, for the North corner of Lot D, bears North 61°25'42" West, 179.68 Feet, North 28°33'52" East, 298.96 Feet;
- South 16°54'35" East, 34.69 Feet;
- South 61°25'32" East, 36.22 Feet;

S:\Surveying\43201\B806\OFFICE\METES AND BOUNDS\FN\_43201\_0.63Ac\_20180807.Doc

Page 1 of 3

OFFICE: (361)854-3101

2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404

FAX (361)854-6001

[www.urbaneng.com](http://www.urbaneng.com)

TBPE Firm # 145 • TBPLS Firm # 10032400

- North 28°34'28" East, 35.42 Feet;
- South 61°26'08" East, 36.12 Feet;
- South 03°23'20" East, 25.21 Feet;
- South 61°25'32" East, 23.73 Feet;
- South 16°41'37" East, 39.52 Feet;
- North 74°01'07" East, 82.14 Feet;
- South 16°29'50" East, 25.74 Feet;
- South 71°14'32" West, 8.72 Feet;
- South 28°34'28" West, 22.67 Feet;
- South 16°56'32" East, 4.45 Feet;
- South 61°30'46" East, 27.27 Feet;
- North 73°09'48" East, 102.35 Feet;
- South 16°57'36" East, 5.00 Feet, to the East corner of this Tract, from **Whence**, a 1/2 Inch Iron Pipe Found, for the Southeast corner of Block C-3, Laguna Business Center, a map of which is recorded in Volume 45, Page 8, Map Records of Nueces County, Texas, bears South 61°25'32" East, 91.40 Feet, North 28°33'52" East, 670.63 Feet;
- South 73°02'24" West, 104.15 Feet;
- North 61°25'32" West, 38.81 Feet;
- South 72°12'56" West, 13.13 Feet;
- South 28°34'28" West, 39.96 Feet;
- South 72°16'41" West, 42.66 Feet;
- South 28°34'28" West, 31.44 Feet;
- South 61°25'32" East, 77.73 Feet;
- South 28°34'28" West, 78.48 Feet, to the said common boundary line of Lot D and Graham Road;

**Thence**, North 61°26'08" West, with the said common boundary line, 24.00 Feet, to the **Point of Beginning**, containing 0.63 Acres (27,443 Square Feet) of Land, more or less.

Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

0.63 Acre Tract is located within the City limits of Corpus Christi, Texas and a subdivision based on this description may be in violation of the current City of Corpus Christi subdivision ordinance.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

*Also reference accompanying sketch of Tract described herein.*



URBAN ENGINEERING  
*James D. Carr*  
James D. Carr, R.P.L.S.  
License No. 6458

1.044 Acre Tract  
City of Corpus Christi  
Doc. 939941, Deed Records of  
Nueces County, Texas

Dedicated Drainage Easement  
Laguna Business Center  
Vol. 27, Pg. 6, Map  
Records of Nueces County, Texas

Block C-3  
Laguna Business Center  
Vol. 27, Pg. 6, Map  
Records of Nueces County, Texas

Lot D  
Laguna Business Center  
Vol. 27, Pg. 6, Map  
Records of Nueces County, Texas

**0.63 Acres**  
**(27,443 sqft)**

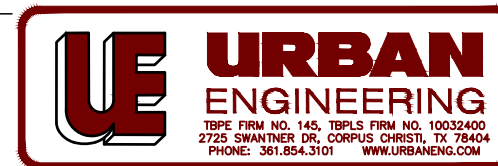
**General Notes:**

- 1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00. (Record Bearing/Distance)
- 2.) Some features shown on this Survey may be out of scale for clarity.
- 3.) This Survey was prepared from field data obtained on August 3, 2018.
- 4.) 0.63 Acre Tract is located within the City limits of Corpus Christi, Texas and a subdivision based on this sketch/description may be in violation of the current City of Corpus Christi subdivision ordinance.

LINE	BEARING	DISTANCE
L1	N28°34'28"E	54.48'
L2	N28°34'28"E	45.75'
L3	N73°13'28"E	43.06'
L4	N16°46'05"W	15.49'
L5	N61°25'32"W	25.50'
L6	S73°06'13"W	40.99'
L7	N61°25'32"W	23.67'
L8	N15°51'03"W	19.80'
L9	N28°34'38"E	58.50'
L10	N89°50'42"W	21.20'
L11	N16°29'42"W	2.00'
L12	N28°33'52"E	48.06'
L13	N73°32'30"E	2.00'
L14	S16°54'35"E	34.69'
L15	S61°25'32"E	36.22'
L16	N28°34'28"E	35.42'
L17	S61°26'08"E	36.12'
L18	S03°23'20"E	25.21'
L19	S61°25'32"E	23.73'
L20	S16°41'37"E	39.52'
L21	S16°29'50"E	25.74'
L22	S71°14'32"W	8.72'
L23	S28°34'28"W	22.67'
L24	S16°56'32"E	4.45'
L25	S61°30'46"E	27.27'
L26	S16°57'36"E	5.00'
L27	N61°25'32"W	38.81'
L28	S72°12'56"W	13.13'
L29	S28°34'28"W	39.96'
L30	S72°16'41"W	42.66'
L31	S61°25'32"E	77.73'
L32	N61°26'08"W	24.00'

**Sketch to Accompany**

FIELDNOTES for a 0.63 Acre Tract, out of Lot D, Laguna Business Center, a map of which is recorded in Volume 27, Page 6, Map Records of Nueces County, Texas



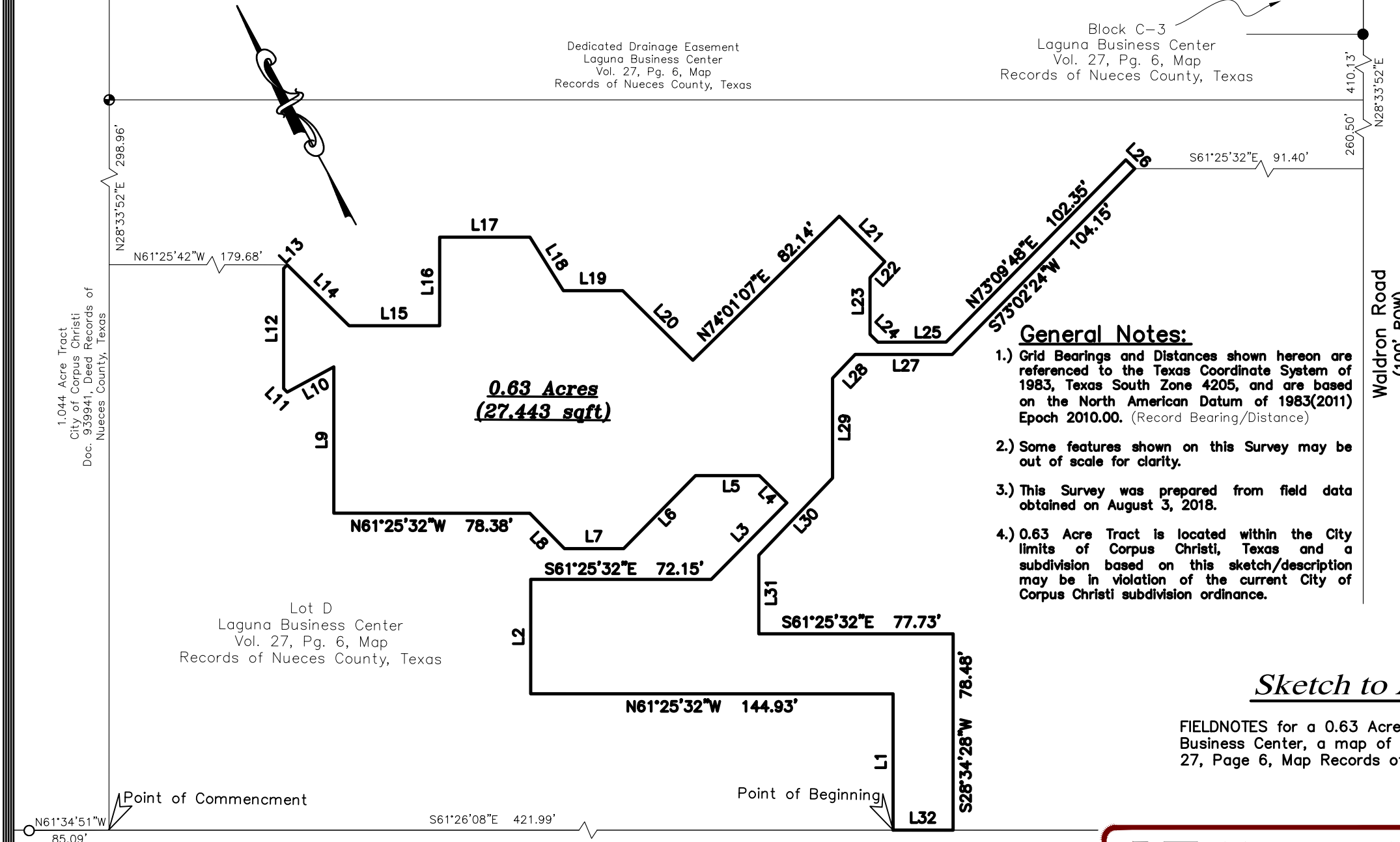
DATE: Aug. 08, 2018  
SCALE: 1"=50'  
JOB NO.: 43201.B8.06  
SHEET: 1 OF 1  
DRAWN BY: MDG  
urbansurvey1@urbaneng.com  
©2018 by Urban Engineering

**Legend:**

- 1/2 Inch Iron Rod Found
- ⊕ 1 Inch Iron Pipe Pinched Found
- 5/8 Inch Iron Rod Found

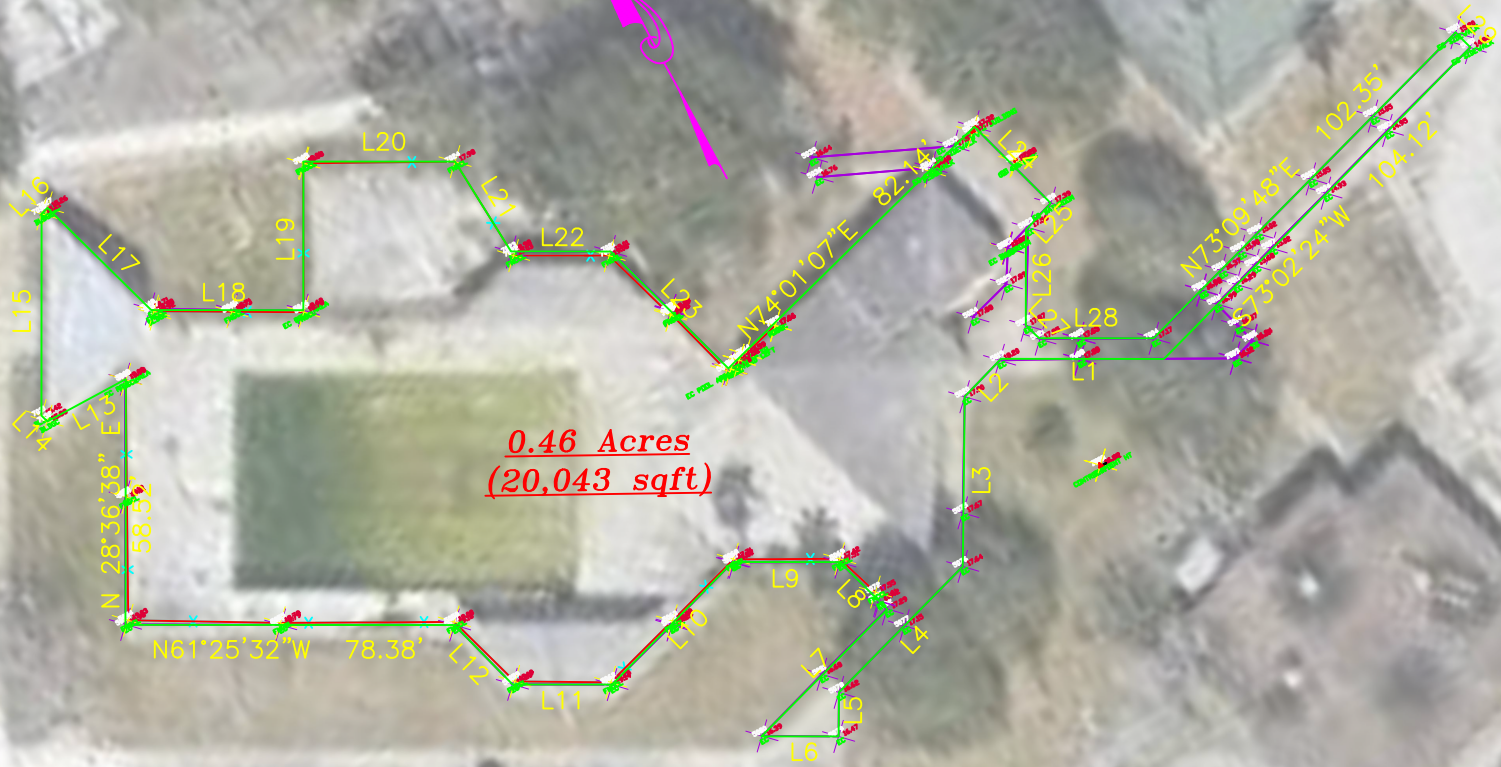
Graham Road  
(60' ROW)

Waldron Road  
(100' ROW)





**0.46 Acres**  
**(20,043 sqft)**



## **EXHIBIT B**

### **AGREEMENT BETWEEN CITY OF CORPUS CHRISTI AND NUECES COUNTY REGARDING PARKER POOL PROPERTY PAYMENT FOR UTILITIES, USE OF AND TRANSFER OF PROPERTY**

This Agreement is made and entered by and between the County of Nueces, hereinafter referred to as "County", and the City of Corpus Christi, a Texas home-rule municipal corporation hereinafter referred to as "City";

WITNESSETH:

**WHEREAS**, on July 22, 2014, the City entered into a Lease Agreement with Coastal Bend Friends of the Aquatics ("the Lease") regarding use of Parker Pool which provided that Coastal Bend Friends of the Aquatics agreed to utilize the Parker Pool for the purposes of providing a swim program for its membership and also requiring operation for a general public swim program for a minimum of 20 hours per week, weather and conditions permitting;

**WHEREAS**, the City has been providing for water and wastewater utilities and payments for electricity service for the Parker Pool property during the term of the Lease to date;

**WHEREAS**, the Corpus Christi City Council authorized the City Manager to execute all necessary documents to convey acreage of land located at or near 654 Graham Road including the following improvements: the swimming facility known as "Parker Pool" including adjoining restroom facilities, (hereinafter referred to as "The Parker Pool Property") to Nueces County subject to the imposition of following reasonable terms and conditions in the conveyance documents including: (a) a restriction that The Parker Pool Property will be used by Nueces County in carrying out a purpose that benefits the public namely for public recreational swimming; (b) a reversion clause in the City's beneficial favor, if Nueces County ceases to use The Parker Pool Property for public recreational swimming purposes; and (c) the lease between the City of Corpus Christi and the Coastal Bend Friends of the Aquatics is to be assigned to Nueces County;

**WHEREAS**, upon transfer of Parker Pool Property Nueces County will need use of City-owned adjacent parking lot to serve those individuals visiting Parker Pool;

**WHEREAS**, the City as long as County operates Parker Pool for public recreational swim agrees to allow County access and use of the adjacent parking lot;

**NOW THEREFORE**, this contract is made and entered into by County and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("The Agreement"):

1. **PURPOSE OF AGREEMENT**

The purpose of the Agreement is to provide for the payment for water, wastewater and electricity costs for continued operation of Parker Pool Property during the period of this Agreement, to transfer the Parker Pool Property and to grant County a license to use the parking lot adjacent to Parker Pool, ("Parking Lot") herein set out in attached Exhibit B1.

2. **DUTIES OF THE COUNTY**

A. County agrees to execute all documents necessary to accept the assignment of the Lease and accept transfer of Parker Pool Property from the City.

B. County agrees to provide for operation of the Parker Pool Property as a public swimming pool, through the Lease or other means, with general public swim program open to the public for minimum of 20 hours per week, weather and conditions permitting and so long as City continues to provide payment as described herein for water, wastewater and electricity service for the property.

C. City agrees to allow County use of the Parking Lot, for parking by those visiting Parker Pool. This license for use of the Parking Lot shall continue as long as this Agreement is in effect. Parking Lot remains property of the City under its control, including maintenance.

3. **DUTIES OF THE CITY**

A. City agrees to execute all documents necessary to assign the Lease to the County and transfer the Parker Pool Property to the County.

B. City agrees to provide for payment for the water, wastewater and electricity service for Parker Pool Property during the term of this Agreement up to a total maximum amount of \$10,000 per City fiscal year, subject to annual appropriation of funds, and as long as the County continues to operate or provide for operation of the Parker Pool Property as a public swimming pool with general public swim program open to the public for minimum of 20 hours per week, weather and conditions permitting. The City agrees that it will appropriate the aforesaid funds for each year it appropriates funds for provision of aquatics to its citizens, which obligation shall expire the earlier of (1) the County's termination of this Agreement or (2) 25 years from the effective date of this Agreement.

4. **TERM AND TERMINATION**

This Agreement shall have term of one year beginning October 1, 2018 (the effective date) and continuing until September 30, 2019, and shall have automatic renewals for up to 24 successive additional annual renewal periods, unless earlier terminated by the County.

If there is noncompliance with one or more of the provisions contained herein, written notice shall be provided to the non-compliant party to cure or begin curing the default within ten (10) days of receipt of notice. If compliance has not been achieved within ten (10) days of receipt of said notice, this Agreement will terminate upon written notice of termination and listing one or more areas of continued noncompliance and obligations of each party under this Agreement shall cease as of date of termination.

5. **NOTICE**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY JUDGE:

County Judge  
Nueces County Courthouse  
901 Leopard, Rm 303  
Corpus Christi, Texas 78401

TO THE CITY:

The City of Corpus Christi  
City Manager  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277

6. **NO WAIVER OF GOVERNMENTAL IMMUNITY**

County and City agree that both County and City shall each be responsible for their own negligent acts or omissions in the performance of this Agreement, without waiving any sovereign governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. Neither party shall incur any debts or obligations on the credit of the other party.

7. **VENUE**

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

8. **NONDISCRIMINATION**

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except by an instrument in writing executed by the parties hereto as herein provided.

10. **SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

11. **DEFAULT/WAIVER/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. **AMENDMENTS**

This Agreement may be modified or amended by written agreement of the parties. Modifications or amendments which do not change the essential purpose of this Agreement may be agreed to by the City Manager for the City and the County Judge for the County.

13. **APPROVAL**



IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Nueces and the City of Corpus Christi in the manner provided by law.

**THE CITY OF CORPUS CHRISTI**

By: \_\_\_\_\_  
Samuel Keith Selman  
Interim City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Lisa Aguilar, Assistant City Attorney  
For the City Attorney

**NUECES COUNTY**

By: \_\_\_\_\_  
Samuel Loyd Neal, Jr.  
County Judge

Date: \_\_\_\_\_

**Exhibit B1**



**0.46 Acres**  
**(20,043 sqft)**

