

**LEASE AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI AND
PADRE LITTLE LEAGUE**

This lease agreement ("**Lease**") is entered into by and between the City of Corpus Christi, a Texas home rule municipal corporation ("**City**"), acting through its duly authorized City Manager or designee ("**City Manager**"), and Padre Little League, Inc. ("**Lessee**"), a Texas nonprofit corporation, acting through its duly authorized President of Lessee.

WHEREAS, the City owns property described on the attached **Exhibits A and B**, which said property is located in Corpus Christi, Nueces County, Texas, known as the "**Premises**";

WHEREAS, the Lessee desires to use the Premises for program described on the attached **Exhibit A**; and

WHEREAS, the City desires to allow Lessee to use the Premises for said program;

NOW, THEREFORE, the City and Lessee, in consideration of the mutual promises and covenants herein, agree as follows:

Section 1. Term. Subject to the remaining terms and conditions hereof, the original term of this Lease is as described on the attached exhibit, beginning on day of final City Council approval, ("**Effective Date**") which is _____, unless sooner terminated as set out herein.

Section 2. Contact Person/Lease Administrator. For this Lease, the City's contact person and lease administrator is the Director of Parks and Recreation or designee ("**Director**").

Section 3. Premises and Improvements. City leases to Lessee the Premises, as described and delineated in **Exhibit B** the site map which is attached hereto and incorporated herein this Agreement by reference, and all improvements to the Premises ("**Improvements**") including, without limitation, any buildings, lighting, the fields, fences, irrigation systems, and the grassed areas.

Section 4. Consideration. Padre Little League must operate the program described on **Exhibit A** and must maintain the Premises and all Improvements on a year-round basis in accordance with all maintenance rules, with respect to this Lease, set out by the City Manager or his designee in effect now and as promulgated in the future. Failure to maintain the Premises and all Improvements in accordance with these rules constitutes grounds for termination of this Lease. At a minimum, maintenance includes:

(A) Padre Little League shall pick up and properly dispose of litter on a daily basis whenever the Premises are being used and weekly during the rest of the year.

(B) Padre Little League shall keep fully operational and in good repair the Premises and Improvements. City has no responsibility for maintenance or repair to the Premises and Improvements.

(C) Padre Little League must immediately report any vandalism to the Director, or designee, and the Corpus Christi Police Department, Nueces County, Texas. However, the City has no responsibility to repair or replace any damages to Premises and Improvements caused by vandalism or caused by any other reason.

(D) Padre Little League shall ensure that parking is confined to on-street parking only, or designated parking lots but no parking is to be allowed on grass. All motor vehicles must be restricted to the designated parking lot area.

(E) Padre Little League will provide normal, scheduled mowing of the Premises. Padre Little League will be responsible for maintaining the fields as set out in herein below. Furthermore, Padre Little League will be responsible for maintaining the grass in the adjacent viewing/access areas at a safe height not to exceed six (6) inches;

(F) Padre Little League shall maintain the fields within the Premises boundary lines. Grass on the fields must not exceed three (3) inches. Padre Little League must mow the fields within one (1) week after grass reaches three (3) inches in height. At least one month prior to the start of any season or pre-season practice, the fields must be gradually cut shorter and brought into playing condition. Failure to keep the grass on the fields at or below three (3) inches in height or to properly bring the fields back to playing condition will be grounds for termination of this Lease; Padre Little League shall throw Winterize (fertilizer with nutrients) on the fields before first cold front each year. In February and September, Padre Little League shall throw iron on the fields to make the grass green. The Winterize, Weed and feed, and iron shall be purchased by the Padre Little League.

(G) If Padre Little League utilizes goal posts on the Premises, Padre Little League shall maintain a secure anchoring system on all goal posts used on the fields at Premises. Padre Little League must repair any deficiency found in the anchoring system that impairs the safe use of the anchoring system within forty-eight (48) hours after the need for repair is or should have been discovered; Padre Little League shall not allow use of the Premises until the anchoring system is repaired;

(H) Padre Little League is responsible for proper installation and use of all equipment and improvements at Premises;

(I) Padre Little League must maintain First Aid kit on Premises;

(J) Padre Little League shall complete and submit the attached **Exhibit D, Standard of Maintenance** to the Director no later than March 1 and again August 1 of each year.

Section 5. Compliance with Maintenance Standards. The City Manager and the Director, or their respective designee, has the right to inspect the Premises and/or the Improvements at any time during the term of this Lease. If an inspection reveals that maintenance is not being properly carried out, the Director, or designee, may provide written notice to Lessee demanding compliance, and also assessing fee of \$250. If Lessee has not complied within five (5) days after receipt of the demand, the City may undertake the work and Lessee shall pay the City's cost plus ten percent (10%) overhead within thirty (30) days of receipt of the Director's invoice. Failure to pay the City's invoice for maintenance within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Lease. Alternatively, the City may elect to terminate this Lease after ten (10) days written notice to Lessee for Lessee's nonperformance of the maintenance.

Section 6. Sportsmanship Program. Lessee shall require that all of its coaches and at least one family member of each youth participant (less than 18 years of age) shall complete a state or nationally recognized, or Parks Director approved, parent and coach sportsmanship program.

Section 7. Background Checks.

Lessee shall require satisfactory criminal background checks on each of its Board members and coaches associated with its sports program.

Section 8. Assignment and Sublease. This Lease may not be, in whole or in part, assigned, directly or indirectly, without the prior written consent of the City. This Lease may be sublet only with the prior written consent of the Director. Requests to sublet the premises must be submitted to the Director at least 30 days in advance. Any tournament or activity allowed to take place by Lessee at the Premises shall be the responsibility of Lessee to indemnify and insure in accordance with this agreement.

Section 9. Securing/Anchoring of Goal Posts. Lessee acknowledges and covenants that Lessee shall be responsible, during the term of this Lease, for maintaining the anchoring system, as

set out in Section 4 above. Any change, alteration, or modification to the anchoring system during the term of this Lease must be submitted to Director, in writing, prior to the change, alteration or modification being made.

Section 10. Understanding. Lessee acknowledges and understands that use of the Premises is expressly conditioned on the understanding that the Premises and all Improvements must be returned in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction, where Lessee is without fault, excepted.

Section 11. Joint Use.

(A) City retains joint use of the Premises and Improvements during the term of this Lease, subject to Lessee's right to exclusive control of the Premises during its use for Lessee's sport program purposes. Requests for scheduled organized activities by other organizations will be reviewed for approval or denial by the Director and Lessee.

(B) City retains the right to use or cross the Premises with utility lines and/or easements. City may exercise these rights without compensation to Lessee for damages to the Premises and/or any Improvements from installing, maintaining, repairing, or removing the utility lines and/or easements. City must use reasonable judgment in locating the utility lines and/or easements to minimize damage to the Premises and/or its Improvements.

Section 12. Primary Purpose. Lessee must establish and maintain a recreational area with the primary purpose being for the operation of a sports program described on attached **Exhibit A** and for no other purpose without the Director's prior written approval. Lessee's fundraising activities on Premises require Director's prior written approval. Lessee's insurance must provide coverage in compliance with Section 22 for the type of fundraising activity being proposed by Lessee.

Section 13. Construction

(A) No construction or modifications may be made at the Premises, and no drilling, excavation, or penetration of the soil surface may be conducted at the Premises without the prior written approval of the City Director. Lessee shall not make any additions nor alterations to the Premises nor to any Improvements without Director's prior written approval. If approved, Lessee must obtain clearance, in writing, from City's Risk Management Department (**Risk Management**) that the proposed addition or alteration will be covered under the insurance policy in force during the term of this Lease before proceeding with any type of addition or alteration to the Premises or to the Improvements.

(B) All additions or alterations must be made at Lessee's expense. All additions or alterations installed by Lessee must be repaired or replaced at Lessee's expense and may be removed by Lessee at the expiration or termination of the Lease only if they may be removed without damaging the Premises or any Improvements. All additions or alterations made by Lessee which are not removed at the expiration or termination of this Lease become the property of City without necessity of any legal action.

Section 14. Utilities. Lessee must pay for all utilities used by it or for any activity sponsored by Lessee on the Premises prior to the due date for payment. Failure to pay any utility bill on or before the due date is grounds for termination of this Lease. Lessee must adhere to applicable water conservation standards. In an effort to ensure that fields are maintained in accordance with City standards, the City shall not charge Lessee for water used by Lessee to maintain the fields, up to maximum number of gallons set by Director of Parks and Recreation for each calendar year.

Section 15. Signs.

(A) Lessee must not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering (**Signs**) on the Premises or on any Improvements without the Director's prior written approval.

(B) If Signs are approved, the Director, in writing, may require Lessee to remove, repair, or repaint any Signs. If the Signs are not removed, repaired, or repainted within ten (10) days of the Director's written demand, the City may do or cause the work to be done, and Lessee must pay the City's costs within thirty (30) days of receipt of Director's invoice. Failure to pay the City's costs within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Lease. Alternatively, the City may elect to terminate this Lease after ten (10) days written notice to Lessee.

Section 16. Advertising. The Director has the right to prohibit any advertising by Lessee on Premises which impairs the reputation of the Premises or the City.

Section 17. Security. Lessee shall contract and pay for any and all security it requires at the Premises during the term of this Lease.

Section 18. Non-Discrimination. Lessee shall not discriminate nor permit discrimination against any person or group of persons, as to employment and in the provision of services, activities, and programs, on the grounds of race, religion, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas. The City Manager; or his designee, retains the right to take such action as the United States may direct to enforce this non-discrimination covenant.

Section 19. Compliance with Laws.

(A) Lessee must comply with all Federal, State, and local government laws, rules, regulations, and ordinances, which may be applicable to its operation at the Premises and its performance under this Lease. This Lease is also subject to applicable provisions of the City Charter.

(B) All actions brought to enforce compliance with any law or to enforce any provision of this Lease will be brought in Nueces County where this Lease was executed and will be performed.

Section 20. Costs. Noncompliance with the terms herein may result in termination of this Lease and repossession of the Premises and its Improvements by the City or its agents. If the City undertakes legal action to enforce compliance or collect damages resulting from noncompliance, Lessee must pay all of the City's court costs and expenses, including reasonable attorneys' fees.

Section 21. Indemnity. *Lessee, its officers, members, partners, employees, representatives, agents, and licensees (collectively, Indemnitors) covenant to fully indemnify, save, and hold harmless the City, its officers, employees, representatives, and agents (collectively, Indemnitees) from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments asserted against or recovered from City on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers compensation and death claims, or property loss or damage of any kind whatsoever, to the extent any damage or injury may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, (1) the existence, use, operation, maintenance, alteration, or repair of Premises and the Lessee's sports program; (2) the exercise of rights under this Lease; (3) an act or omission, negligence, or misconduct on the part of any persons having involvement in, participation with, or business with the Premises, Lessee, or the Lessee's sport program whether authorized with the express or implied invitation or permission of Lessee (collectively, Lessee's Invitees) entering upon the*

Premises or its Improvements pursuant to this Lease, or trespassers entering upon the Premises or its Improvements during Lessee's use or physical occupation of the Premises; or (4) due to any of the hazards associated with sporting events, training, or practice as a spectator or participant including, but not limited to, any injury or damage resulting, wholly or in part, proximately or remotely, from the violation by Indemnitees or any them of any law, rule, regulation, ordinance, or government order of any kind; and including any injury or damage in any other way and including all expenses arising from litigation, court costs, and attorneys fees, which arise, or are claimed to arise from, out of, or in connection with the asserted or recovered incident.

Lessee covenants and agrees that if City is made a party to any litigation against Lessee or in any litigation commenced by any party, other than Lessee relating to this Lease, Lessee shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend City in all actions based thereon with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, demand, claim, or action.

Section 22. Insurance.

- (A) Lessee must secure and maintain at Lessee's expense, during the term of this Lease, a Commercial General Liability insurance policy with the limits and requirements shown on **Exhibit C**, which is attached hereto and incorporated herein by reference. Failure to maintain such insurance at the limits and requirements shown on Exhibit C constitutes grounds for termination of this Lease.
- (B) Lessee must provide proof, by Certificate of Insurance meeting the limits and requirements set out in Exhibit C, to the Director and Risk Management prior to commencing use of the Premises under this Lease.
- (C) Lessee must provide the Director and Risk Management thirty (30) days written notice of cancellation, intent not to renew, or material change of any insurance coverages required herein.
- (D) Lessee shall, during the term of this Lease, provide copies of all insurance policies to the City Manager or the Director upon written request.
- (E) Lessee shall, prior to any addition or alteration to the Premises or to the Improvements, obtain clearance, in writing, from Risk Management, as per Section 8 as set out herein this Lease.

Section 23. No debts. Lessee shall not incur any debts nor obligations on the credit of City during the term of this Lease.

Section 24. Termination.

- (A) The City Manager may immediately terminate this Lease for cause and without penalty if the City Manager determines, in his sole discretion, that Lessee is no longer fulfilling the primary purpose of the Lease as set out in **Exhibit A**.
- (B) In addition, the City Manager may immediately terminate this Lease for cause and without penalty if he determines, in its sole discretion that Lessee is in violation of any Federal, State, or local government law, rule, regulation, or ordinance.
- (C) Additionally, if there is noncompliance with one or more of the provisions contained herein, the Director may give Lessee written notice to cure or begin curing the default(s) within ten (10) days of receipt of the notice. If Lessee is not in compliance or in substantial compliance with each provision identified by the Director within ten (10) days of receiving said notice, the City Manager may terminate this Lease for cause without penalty by providing written notice of termination and listing one or more areas of continued noncompliance.

(D) Either City Manager or Lessee may terminate this Lease without cause without penalty by giving thirty (30) days written notice to the non-terminating party.

(E) Lessee's property must be removed from the Premises upon date of termination. If it is not removed by Lessee, then City may retain property for City purposes, or City may dispose of the property in any manner deemed appropriate by Director and Lessee shall pay City's costs for disposal.

Section 25. Notice. All notices, demands, requests, or replies provided for or permitted, under this Lease, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; or (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. All such communications must only be made to the following:

IF TO CITY:

City of Corpus Christi
Attn: Director of Park & Recreation
P. O. Box 9277
Corpus Christi, TX 78469-9277

IF TO LESSEE:

Name and address on Exhibit A

Either party may change the address to which notice is sent by using a method set out above. Lessee will notify the City of an address change within thirty (30) days after the address is changed.

Section 26. List of Current Officers and Board of Directors, and Bylaws. Lessee must submit its current List of Officers and Board of Directors (**List**) to the Director by each January 31 of each year of this Lease. The List must contain each person's title, name, address, home phone, and office or fax phone, and email address. Lessee must notify Director in writing immediately if there are any changes in the Officers or Board of Directors. Lessee must provide Director with copy of the current Bylaws, and immediately provide Director with any amendments to the Bylaws.

Section 27. Reporting. Lessee shall submit reports listing the number of youth and teams registered by Lessee to play sports each year during the term of this Lease. The reports must be submitted to the Director within two weeks after the start of Lessee's season.

Section 28. Construction and Reconstruction Funds.

(A) If the City receives funds to construct or reconstruct Improvements at the Premises, Lessee covenants to vacate the Premises, should the Director deem it necessary, upon thirty (30) days written notice from the Director.

(B) Lessee has no action for damages against nor will be compensated by the City for loss of use of the Premises and/or Improvements. The City has no obligation to provide an alternate location for Lessee during the Improvements construction or reconstruction period. The consideration for Lessee relinquishing all rights to use the Premises and Improvements during the construction or reconstruction period is the City's construction or reconstruction of the Improvements for Lessee's benefit.

(C) Once construction or reconstruction of the Improvements is complete, the Director will notify Lessee, in writing, of the date on which the Premises and Improvements are once again available to Lessee.

(D) Lessee's term will not change nor increase if the City requests Lessee to vacate the Premises as set out herein.

Section 29. Amendments. No alterations, changes, or modifications of the terms of this Lease, nor the waiver of any provision will be valid unless made in writing and signed by a person authorized to sign agreements on behalf of each party.

Section 30. Waiver.

(A) The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any of its rights hereunder.

(B) No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.

(C) If any action by the Lessee requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same or any other action at any other occasion.

(D) Any waiver or indulgence of Lessee's default of any provision of this Lease shall not be considered an estoppel against the City. It is expressly understood that, if at any time Lessee is in default in any of its conditions or covenants hereunder, the failure on the part of City to promptly avail itself of said rights and remedies which the City may have will not be considered a waiver on the part of the City, but the City may at any time avail itself of said rights or remedies or elect to terminate this Lease on account of said default.

Section 31. Force Majeure. No party to this Lease will be liable for failures or delays in performance due to any cause beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

Section 32. Publication. Lessee agrees to pay the cost of newspaper publication of this Lease and related ordinance as required by the City Charter.

Section 33. Captions. The captions in this Lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions of this Lease.

Section 34. Severability.

(A) If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Lease or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Lease, or the application of said term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected thereby, for it is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.

(B) To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, then the remainder of this Lease is not affected thereby, and in lieu of each such illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Lease automatically.

Section 35. Signs at Premises. Lessee will post a notice at Premises, in a form approved by the Parks Director, that if any participant or spectator has any complaints or concerns they may contact the City at 826-3461 and speak to Athletic Manager or Assistant Manager regarding any complaints or concerns

(A) Lessee must post and maintain a sign with sportsmanship policies and possible consequences for non-compliance with policies.

(B) Lessee must post and maintain appropriate signs to indicate ADA parking.

(C) Lessee must post and maintain signs to indicate restricted parking areas and also that No Parking on grass is permitted.

(D) Lessee must post and maintain signs to indicate Maintenance area(s).

(E) Lessee must post Health permits at the concession areas.

(F) Lessee must store food handler cards on file at the Premises.

(G) Lessee must promptly replace or repair any damaged or missing signage.

Section 36. Entirety Clause. This Lease and the attached and incorporated exhibits constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter hereof, unless contained in this Lease are expressly revoked, except for the promulgation of future maintenance rules as contemplated in Section 4 herein above, as the parties intend to provide for a complete understanding within the provisions of this Lease and its exhibits of the terms, conditions, promises, and covenants governing each party's performance hereunder and as relating to Lessee's use of the Premises.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on this the _____ day of _____, 2013.

ATTEST:

CITY OF CORPUS CHRISTI

Armando Chapa, City Secretary

Ronald L. Olson, City Manager

LESSEE: Padre Little League, Inc.

By: *Luis A. Zepe*
President

Printed Name: Luis A. Zepe

Date: April 10, 2013

STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me on APRIL 10, 2013, by LUIS A. ZEPEDA President of Padre Little League, Inc, on behalf of said Texas nonprofit corporation.

Jeanne Holland

Notary Public, State of Texas

Printed name: JEANNE HOLLAND

Commission expires: 12-23-2013

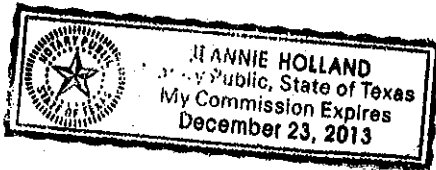


EXHIBIT A

Property Description: see attached exhibits

Term: Five Years from date of City Council final approval

Program to be operated by Lessee: Baseball League

Notice Address for Lessee:

Padre Little League

Attn: President

P. O. Box 72301

Corpus Christi, Texas 78472-2301

EXHIBIT B
(page 1 of 2)

PADRE YOUTH SOCCER

SOUTH TEXAS
POP WARNER
YOUTH FOOTBALL

YORKTOWN
BOULEVARD
FOUND 1' I.P.

BILL WITT PARK

R = 338.03'
D = 89°31'33"
T = 334.18'
L = 528.41'

R = 338.00'
D = 89°41'03"
T = 333.74'
L = 524.95'

PADRE LITTLE &
SENIOR LEAGUE
BASEBALL
FIELDS
13.520 ACRES
(588,931.2 SQ. FT.)

ASPHALT
&
CONCRETE

837°49'07"W
397.75'

PARKING

FENCE

CORPUS CHRISTI
UNITED LITTLE
MISS KICKBALL
(OCLA 140)
18,979 ACRES
(828,725.2 SQ. FT.)

CONCRETE

GRASS

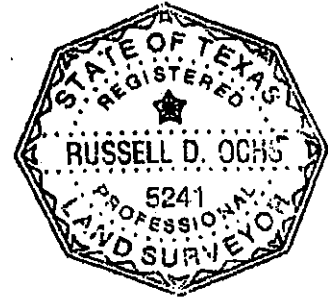
CONCRETE

POINT OF BEGINNING

POINT OF COMMENCEMENT
FOUND 5/8" IRON ROD



BEARINGS ARE WITH REFERENCE TO
SURVEY OF "WOOD FIELD PARK" AS
SURVEYED BY HORACIO OLIVEIRA
AUGUST 1979 AND FILED AS CITY
RIGHT-OF-WAY MAP #087.



FOUND DRILL HOLE

I, Russell D. Ochs, Registered Professional Land
Surveyor, hereby certify that the foregoing map
was prepared from a survey made on the ground
under my direction. This the 14TH day of
FEBRUARY, 2002

Russell D. Ochs

Russell D. Ochs
State of Texas Lic. 5,241

FOUND DRILL HOLE

FOUND 1/2" IRON ROD



BEING 13.520 ACRES OF LAND OUT OF THAT CERTAIN
136.22 ACRE TRACT, CONVEYED TO THE CITY OF CORPUS
CHRISTI, TEXAS, COMMONLY KNOWN AS BILL WITT
PARK AND DESCRIBED IN DEED RECORDED IN VOLUME
1709, PAGE 95 OF THE DEED RECORDS OF NUECES
COUNTY, TEXAS, AND BEING OUT OF SECTION 21 OF THE
FLOUR BLUFF AND ENCINAL FARM & GARDEN TRACTS,
RECORDED IN VOLUME A, PAGES 41-43 OF THE MAP
RECORDS OF NUECES COUNTY, TEXAS.

**PADRE LITTLE AND
SENIOR LEAGUE BALLFIELDS
LEASE OUT OF
BILL WITT PARK**
Department of Engineering Services
Survey Activity

CITY OF



CORPUS CHRISTI

Date: 2-14-02 Page 1 of 1
File: /home/joe/parke/billwittpadreleague

EXHIBIT B

STATE OF TEXAS
COUNTY OF NUECES

(Page 2 of 2)

BEING A 13.520 ACRE TRACT OF LAND, OUT OF THAT CERTAIN 136.22 ACRE TRACT, CONVEYED TO THE CITY OF CORPUS CHRISTI, TEXAS, COMMONLY KNOWN AS BILL WITT PARK AND DESCRIBED IN DEED RECORDED IN VOLUME 1709, PAGE 95, OF THE DEED RECORDS OF NUECES COUNTY, TEXAS, BEING OUT OF AND SITUATED IN SECTION 21, OF THE FLOUR BLUFF & ENCINAL FARM & GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME A, PAGES 41 THRU 43, OF THE MAP RECORDS OF NUECES COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8" Iron Rod, Found, on the southwesterly boundary line of Bill Witt Park, being an angle point therein;

THENCE, North 47° 19' 00" West along the southwesterly boundary line of said Bill Witt Park, a distance of 322.84 feet, to a Point;

THENCE, North 42° 41' 00" East through said Bill Witt Park, a distance of 118.37 feet, to the Point of Beginning of this tract, being a southwesterly corner of this tract;

THENCE, North 40° 34' 32" West, a distance of 67.05 feet, to a Point, being a southwest corner of this tract;

THENCE, North 12° 27' 28" East, a distance of 656.57 feet, to a Point on the beginning of a curve to the right having a radius of 335.02 feet;

THENCE, along said curve to the right having a radius of 335.02 feet, central angle of 89° 51' 22", a tangent length of 334.18 feet, and an arc length of 525.41' to a Point;

THENCE, South 77° 41' 10" East, a distance of 53.76 feet to a Point on the beginning of a curve to the right having a radius of 335.00 feet;

THENCE, along said curve to the right having a radius of 335.00 feet, central angle of 89° 47' 03", a tangent length of 333.74 feet, and an arc length of 524.95' to a Point;

THENCE, South 12° 05' 53" West, a distance of 173.82 feet, to a Point, being a southeasterly corner of this tract;

THENCE, South 46° 32' 09" West, a distance of 511.66 feet, to a Point, being a southeasterly corner of this tract;

THENCE, South 87° 40' 07" West, a distance of 397.78 feet to the POINT AND PLACE OF BEGINNING and containing 13.520 acres of land.

State of Texas
County of Nueces

I, Russell Ochs, a Registered Professional Land Surveyor, hereby certify that the foregoing field notes were prepared by me from a land survey made on the ground under my direction.

This the 14TH day of February, 2002.

Russell D Ochs

Russell D. Ochs

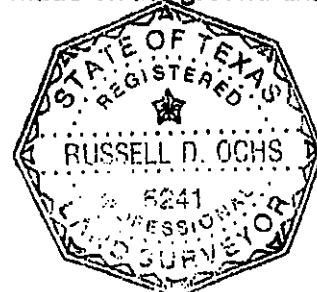


EXHIBIT C
INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this Lease until insurance required herein has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Lessee must furnish to the City's Risk Manager, (two) 2 copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day written notice of cancellation, non-renewal, material change or termination is required on all certificates.	Bodily Injury and Property Damage Per occurrence / aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury	\$1,000,000 COMBINED SINGLE LIMIT

- C. In the event of accidents of any kind, Lessee must furnish the Risk Manager copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Certificate of Insurance:
 - The **City of Corpus Christi** must be named as an **additional insured** on the liability coverage, and a blanket waiver of subrogation is required on all applicable policies.
 - If your insurance company uses the standard ACORD form, the **cancellation clause** (bottom right) **must be amended** by adding the wording "changed or" between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left". In lieu of modification of the ACORD form, separate policy endorsements addressing the same substantive requirements are mandatory.
 - The **name of the project** must be listed under "Description of Operations".
 - At a minimum, a **30-day written notice** of cancellation, material change, non-renewal or termination is required.
- B. If the Certificate of Insurance on its face does not show on its face the existence of the coverage required by items 1.B (1)-(7), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(7) are included or excluded.

EXHIBIT D

STANDARD OF MAINTENANCE

SPORT FIELD LEASE CHECKLIST

Due March 1 and August 1 each year of the Lease

SITE: _____

INSPECTOR: _____

ADDRESS: _____

Date of Inspection: _____

League President Signature _____
League President Printed Name: _____

All Leagues must complete this self-inspection checklist form twice each year. Due date will be March 1 and again August 1 of each year of the lease.

Each league is responsible for their self inspection. If the inspection is not submitted to the City of Corpus Christi Parks and Recreation Department, 1201 Leopard, Corpus Christi, Texas 78401 by the deadline (March 1 and August 1) each year of the lease, the League will be assessed a fee of **\$250.00 per site for each inspection the City performs.**

Check **"NO"** if repairs are not necessary; **"YES"** if repairs are necessary. A comment is required for any **"YES"** answer.

SKINNED AREAS

Yes No

- 1. The soil is too loose to provide good running traction. _____
- 2. The soil surface is not loose enough around sliding zones for safe sliding. _____
- 3. The soil is too abrasive for safe sliding. _____
- 4. The soil is too compacted to provide good drainage. _____
- 5. Running paths and sliding zones near bases have become worn and need to be leveled off.
- 6. Batter's box and home plate areas have become worn and need to be reconditioned.
- 7. Pitcher's mound has become worn and needs to be reconditioned. _____
- 8. The skinned area has low spots, holes, or is not level and should be dragged/re-graded. _____
- 9. There is a hazardous soil buildup (lip) between the skinned area and the turf. _____
- 10. The skinned area has unsafe wet spots and/or puddles. _____

11. When moist, the skinned area is too sticky and adheres to shoes.

12. Coach's box is not level with surrounding area. _____

13. Coach's box is excessively hard. _____

COMMENTS

PITCHER'S MOUND

Yes No

1. The mound does not conform to league requirements. _____

2. Platform area behind the rubber is not large enough. _____

3. "Push off" and "landing" areas are not constructed with specialized clay.

4. "Push-off" and "landing" areas are dished out and need repair.

5. There is a hazardous soil buildup (lip) between the mound and the infield grass.

COMMENTS

PLAYING SURFACE:

Yes No

1. Maintenance equipment such as rakes, hoses, etc. have been left on the field.

2. Litter and unsafe debris is scattered around the field and player/spectator areas. _____

3. The supply and location of waste cans is inadequate. _____

4. Sprinkler heads, drainage grates, valve boxes, etc. in the field are above grade or have sharp edges or unsafe protrusions. _____

5. There have been recurring accidents from players running into surrounding objects such as fencing, light posts, bleachers, etc. _____

6. Our facility does not comply with industry recommended field design

specifications.

COMMENTS

BASES AND ANCHORING:

Yes No

- 1. The base coverings have unsafe rips or gouges. _____
- 2. The base framework or hardware is loose or damaged. _____
- 3. The base ground stake is unsafely protruding above the surface grade. _____
- 4. The base ground stake is out of alignment or not level with the surface. _____
- 5. The base ground stake is not firmly secured in its concrete footing. _____
- 6. The base, ground stake and its footing are not installed according to the manufacturer's requirement. _____
- 7. The bases do not seat properly with the ground elevation or they are seated loosely. _____
- 8. The concrete footings have rounded edges and may twist out of place in the ground. _____
- 9. The surface of home plate is not level with the surrounding surface. _____
- 10. The surface of home plate is worn or irregular. _____
- 11. The pitcher's rubber is not level with the surrounding surface or is not secured safely into the ground. _____
- 12. The pitcher's rubber is showing unsafe wear or gouges. _____

COMMENTS

SIGNS

Yes No

- 1. The signs are in good condition and properly installed.

COMMENTS

FENCING

Yes No

- 1. Fence posts are loose or improperly set in the ground. _____
- 2. Fence posts are on the inside of the playing area fence. _____
- 3. Concrete footings are exposed above ground. _____
- 4. Fencing is not securely attached to the fence posts with loose or broken ties. _____
- 5. There are unsafe gaps under fencing. _____
- 6. There is no bottom tension wire or railing to secure the bottom of the fence. _____
- 7. There is not top railing to secure fence at the top. _____
- 8. Wire ends of chain link fencing are exposed along the top. _____
- 9. There are damaged portions of fencing that are loose, sharp, protruding, or unsafe. _____
- 10. Gates are left open during games. _____
- 11. There are unsafe gaps in the backstop or netting with worn out boards or fencing. _____
- 12. Backstop does not meet industry recommended specifications. _____
- 13. There is no warning track or warning track is in unsafe condition. _____

COMMENTS

TURF AREAS

Yes No

- 1. There are unsafe bare spots in turf with a hard soil surface exposed. _____
- 2. The surface is uneven because of soil grade. _____
- 3. Soil is too wet or drains poorly making an unsafe running surface. _____
- 4. Turf is not uniform in texture, density, or height making an unsafe playing surface. _____
- 5. Turf irrigation comes on during games. _____
- 6. Turf is not stable and "blow-outs" frequently occur. _____
- 7. Weeds are present with thorns, bristles, or burrs. _____
- 8. Moles, gophers or other animals have caused mounds or holes. _____
- 9. Hazardous ruts occur on the field from mowing equipment or trenching. _____
- 10. Permanent materials used to mark foul lines (i.e., white boards or fire hose) _____

are protruding from the surface. _____

COMMENTS

LIGHTING

Yes No

- 1. The lighting was not designed, installed, or inspected by properly trained engineers or technicians. _____
- 2. There are burned out lights. _____
- 3. The beam direction of the lights are out of adjustment. _____
- 4. The lighting grid pattern on the field is uneven or irregular.
- 5. The lighting foot-candles do not meet industry recommended specifications.

COMMENTS

BLEACHERS

Yes No

- 1. The nuts and bolts on the bleachers are loose, missing, or protruding.
- 2. The guard rails are loose or missing. _____
- 3. The plank or railing end caps are loose or missing. _____
- 4. Wooden planks are worn out or splintered. _____
- 5. There are hazardous protrusions or sharp edges. _____

COMMENTS

GENERAL SAFETY CONSIDERATIONS

Yes No

- 1. Skinned foul lines have become rutted and need to be reconditioned.
- 2. The chalking material used is irritating to the eyes. _____
- 3. There are no warning signs posted informing players or spectators of use rules or hazardous conditions. _____

4. There are no public telephones available for emergency situations.

5. Areas that are hazardous or under repair have not been blocked off or identified. _____

6. There is currently no communication between the maintenance staff and the facility users. _____

COMMENTS
