



125 EAST 11<sup>TH</sup> STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

September 25, 2014

John N. Maggiore  
Capital Programs – Project Manager  
City of Corpus Christi  
1201 Leopard St.  
Corpus Christi, TX. 78401

RE: Multiple Use Agreement Termination Request  
SH 9/BS 44-D Heliport Parking Facility and Public Parking Facility  
City of Corpus Christi, Texas

Dear Mr. Maggiore,

During our annual inspection of the Multiple Use Agreements (MUAs), it was ascertained that SH 9/BS 44-D has been turned over to the City of Corpus Christi and is no longer State ROW. There are two MUAs for SH 9/BS 44-D Heliport Parking Facility and Public Parking Facility. These agreements were executed in 1957 and 1958, respectively.

The Corpus Christi District of TxDOT, therefore, respectfully request that termination procedures be initiated in order to terminate these two MUAs. Copies of these MUAs can be made available if required for termination procedures.

Included with this request letter is the quitclaim executed on 24 July, 1996 stating the portion of ROW in question has been turned over to the City of Corpus Christi.

If you have any questions regarding this matter, feel free to contact me at (361) 808-2384 or at the following address:

Texas Department of Transportation  
Corpus Christi Area Office  
1701 S. Padre Island Drive, Bldg. 3  
Corpus Christi, TX 78416

Sincerely,

Janan Sahtout Lee, P.E.  
Assistant Area Engineer  
Corpus Christi

Attachment – Quitclaim executed 24 July, 1996

TERMINATION OF THE  
MULTIPLE USE AGREEMENT  
BETWEEN THE STATE AND THE City of Corpus Christi  
FOR THE Public Parking Facility.

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

This Agreement terminates the previously executed Multiple Use Agreement for construction, maintenance, and operation of Public Parking Facility on the Texas Department of Transportation right-of-way, in Nueces County, originally dated the 18<sup>th</sup> day of December, 1957, by and between the Texas Department of Transportation, hereinafter referred to as "State" and the City of Corpus Christi, hereinafter referred to as City.

**WITNESSEETH**

**WHEREAS**, City has requested the State to discontinue their responsibilities for the continued maintenance and operation, of Public Parking Facility, located within State right-of-way on SH 9/ BS 44-D, Control 0074 Section 06 in City of Corpus Christi and being more particularly described in the exhibits attached hereto and made a part hereof; and

**WHEREAS**, the governing body of the City has indicated by Resolution/Ordinance No. \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to dissolve their partnership with the State evidenced by the execution of the this Agreement with the State; and

**WHEREAS**, the City will undertake to restore the area to a condition acceptable to the State prior to the execution of this agreement.

- A. Exhibit A – Quitclaim;
- B. Copy of Original Multiple Use Agreement
- C. Copy of Resolution/Ordinance

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**STATE OF TEXAS**

Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved by the Texas Transportation Commission.

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

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Contact Name

\_\_\_\_\_

Contact Telephone Number

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

Signature

**Carolyn Dill, P.E.**

**Director, Maintenance Division**

**APPROVAL RECOMMENDED:**

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

District Engineer

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

Approved as to form: 11-19-14

*Janet Kellogg*

Assistant City Attorney  
For City Attorney

# Exhibit A



Memorandum

To: Right of Way Section  
Corpus Christi District

Date: July 30, 1996

From: Legal Section *Da,*  
Right of Way Division

Subject: Transmittal of State's Deed

Originating  
Office: JJH/ROW

Nueces County  
CSJ 0074-06-027  
Tract 1  
Business State Highway 44-D: Between Mesquite Street and Shoreline Boulevard

Attached is a deed executed by the Governor on July 24, 1996 quitclaiming the State's interest in certain land described therein to the City of Corpus Christi, Texas. Please deliver the State's deed to the indicated grantee. In accordance with Section 421.09 of the Right of Way Manual, the deed should be delivered to the grantee by certified mail or by other means with a receipt for delivery signed by the grantee.

When the deed has been recorded, please furnish us the recording data of the quitclaim so that we may complete our file.

Please note that our quitclaim deeds will no longer contain a notary acknowledgment. We have attached a copy of V.T.C.A., Texas Property Code, Section 12.006, should the grantee have any problem with recordation of the instrument due to the omission of the acknowledgment.

If we may be of any further assistance, please let us know.

JJH:cj  
Attachment

07306 u:\j\h\m\m\o\nueces.wpd

AUG 6 1996  
CORPUS CHRISTI  
DISTRICT

MA	ROUTI
MR	
PDM	
NRE	<i>X</i>
JDS	<i>X</i>
RBS	<i>✓</i>
JWS	<i>✓</i>
AF	<i>✓</i>



is hereby acknowledged, have RELEASED, REMISED and QUITCLAIMED and do by these presents RELEASE, REMISE and QUITCLAIM unto

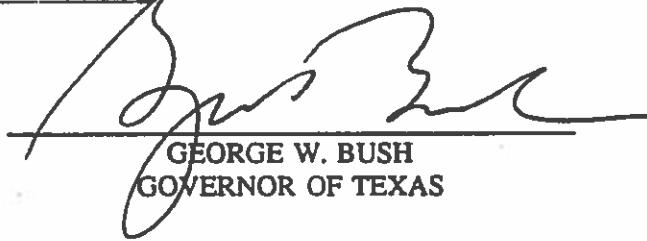
CITY OF CORPUS CHRISTI, TEXAS

all of the State's rights, title and interest in and to those certain tracts or parcels of land situated in Nueces County, Texas, which is more particularly described in Exhibit A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto said City of Corpus Christi, Texas, its successors and assigns forever.

IN TESTIMONY WHEREOF, I have caused the Seal of the State to be affixed.

Executed this the 24th day of July 1996.

  
GEORGE W. BUSH  
GOVERNOR OF TEXAS

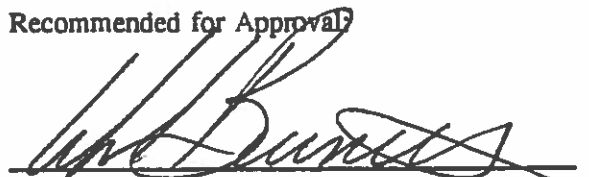
Attest:

LOTT.

Antonio O. Garza, Jr.  
Secretary of State



Recommended for Approval

  
Wm. G. Burnett, P.E.  
Executive Director

Approved:

Dan Morales  
Attorney General

By: Anthony J. Blazic  
Assistant Attorney General

EXHIBIT A

BEING A PORTION OF THAT LAND SITUATED AND LYING IN CITY STREET RIGHT-OF-WAY WHICH WAS INCORPORATED INTO THE STATE OF TEXAS HIGHWAY SYSTEM, SAID CITY STREET RIGHT-OF-WAYS CONSISTING OF ALL THOSE PORTIONS OF, AUBREY STREET, WATER STREET AND CHAPARRAL STREET, SITUATED AND LYING WITHIN AN AREA BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF BELDEN STREET, ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF SHORELINE BOULEVARD, ON THE SOUTH BY THE CURRENT SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 37 (AUBREY STREET) AND ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF MESQUITE STREET AS SHOWN ON MAP OF BEACH PORTION, OF THE CITY OF CORPUS CHRISTI, WHICH IS RECORDED IN VOLUME A, PAGES 2 & 3, OF THE MAP RECORDS OF NUECES COUNTY, TEXAS AND ON MAP OF WATER BEACH ADDITION, WHICH IS RECORDED IN VOLUME 9, PAGES 38 THRU 40, OF THE MAP RECORDS OF NUECES COUNTY, TEXAS, AND BEING ALL OF THOSE CERTAIN TRACTS OF LAND, OUT OF SAID BEACH PORTION AND WATER BEACH ADDITION, ACQUIRED BY THE STATE OF TEXAS, FOR THE CONSTRUCTION AND MAINTENANCE OF INTERSTATE HIGHWAY NO. 37, SITUATED AND LYING BETWEEN SAID MESQUITE STREET AND SHORELINE DRIVE, SAID TRACTS OF LAND BEING MORE PARTICULARLY DESCRIBED IN INSTRUMENTS RECORDED IN THE DEED RECORDS OF NUECES COUNTY, TEXAS AT THE FOLLOWING VOLUMES AND PAGES:

DESCRIPTION	VOL.	PAGE
<b>WATER BEACH ADDITION, BLOCK 11</b>		
ALL OF LOTS 1 THRU 12	793	517
<b>BEACH PORTION, BLOCK 27</b>		
1/2 OF LOT 5	730	260
ALL OF LOT 6	759	342
WEST 1/2 OF LOT 7	768	310
EAST 1/2 OF LOT 7 & ALL OF LOT 8	768	312
1/2 OF LOT 9	731	310
<b>BEACH PORTION, BLOCK 31</b>		
ALL OF LOT 1 & SOUTH 1/3 OF LOT 2	740	582
NORTH 2/3 OF LOT 2	734	177
ALL OF LOTS 3, 4, 9 & 10	734	179
ALL OF LOTS 5 & 8	730	158
ALL OF LOT 6	734	211
ALL OF LOT 7	735	451
ALL OF LOTS 11 & 12	747	334
<b>BEACH PORTION, BLOCK 32</b>		
ALL OF LOTS 1 & 2	735	453
ALL OF LOT 3	769	573
ALL OF LOT 4	769	570
ALL OF LOTS 5, 6, 7 & 8	734	217
ALL OF LOTS 9 & 10	734	219
ALL OF LOT 11	734	169
ALL OF LOT 12	761	435



Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status or National Origin, is  
void and unenforceable under FEDERAL LAW, 3/12/88.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of  
Nueces County, Texas



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

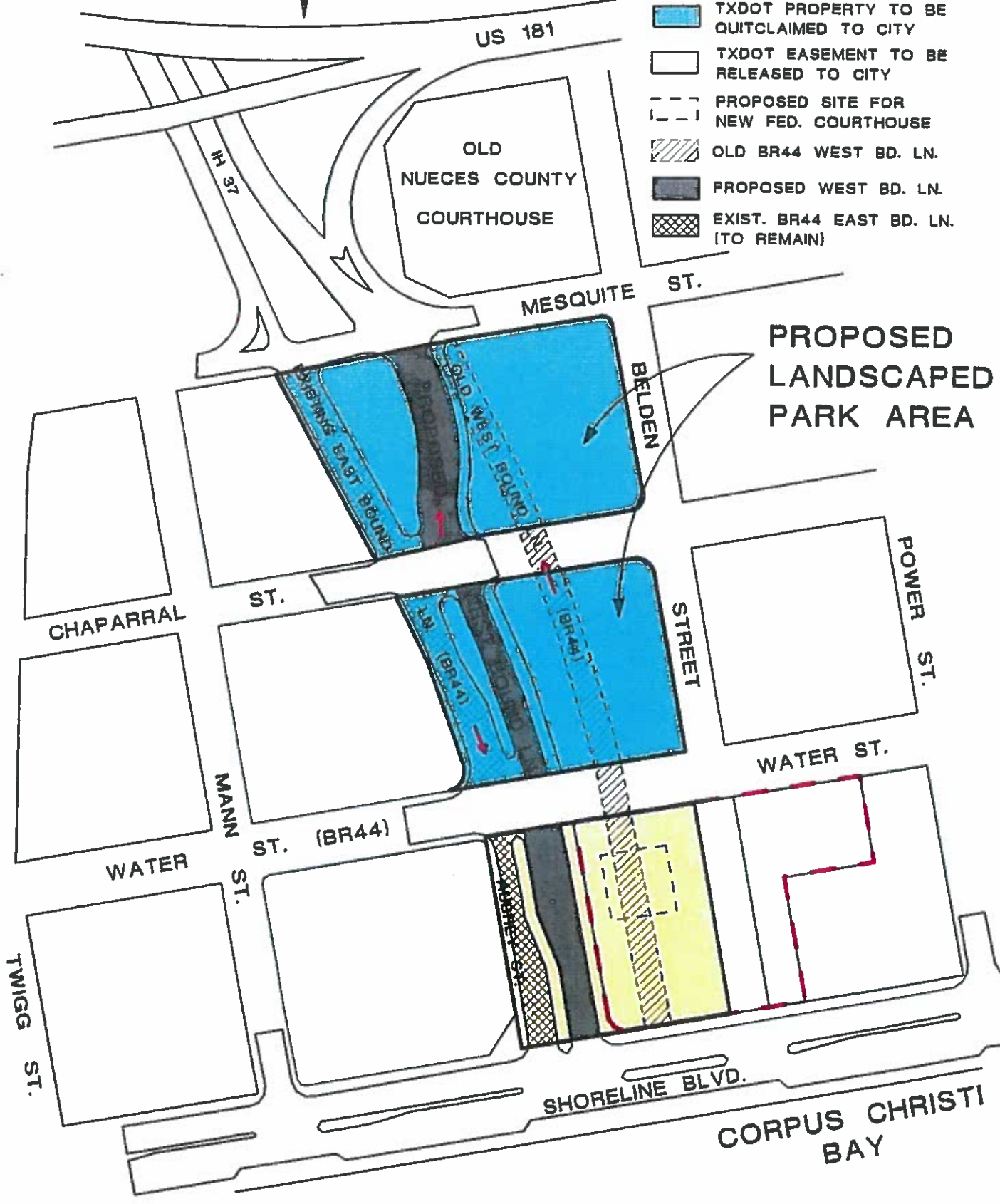
Doc# 1996030348  
# Pages: 4  
Date : 08-06-1996  
Time : 03:35:56 P.M.  
Filed & Recorded in  
Official Records  
of NUECES County, TX.  
ERNEST M. BRIONES  
COUNTY CLERK  
Rec. \$ 15.00

C  
9/16

City of Corpus Christi  
1201 Leopard Street  
P. O. Box 9277  
Department of Engineering Services  
PROPERTY & LAND ACQUISITION DIV.  
Corpus Christi, Texas 78469-9277



- LEGEND:**
-  PROPERTY TO GSA
  -  TXDOT PROPERTY TO BE QUITCLAIMED TO CITY
  -  TXDOT EASEMENT TO BE RELEASED TO CITY
  -  PROPOSED SITE FOR NEW FED. COURTHOUSE
  -  OLD BR44 WEST BD. LN.
  -  PROPOSED WEST BD. LN.
  -  EXIST. BR44 EAST BD. LN. (TO REMAIN)



**CITY OF CORPUS CHRISTI GATEWAY PROJECT**

# Exhibit B

**Multiple Use Agreement**  
**Freeway Facility, Public Parking and Landscaping**  
**SH 9 (SS 407) AKA Leopard St**  
**Executed: 1958 Jan 08**  
**(Mislabeled as 1957 Dec 18)**  
**County: Nueces**





Google earth

Eye alt: 3969 ft

lat 27.79920 lon -97.956239 elev 36 ft

Image y Date 11/22/2011 1950



Copy to  
Accepted  
Approved

SUPPLEMENTAL AGREEMENT

For Parking Facility within Freeway Right of Way

STATE OF TEXAS     |

COUNTY OF NUECES   |

This supplemental agreement made this 18 day of December, 1957, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of Corpus Christi, Nueces County, Texas, acting by and through it's duly authorized officers under an ordinance passed the 4th day of Dec, 1957, hereinafter called the "City", party of the second part.

W I T N E S S E T H

Whereas, the City and the State under date of October 19, 1955, executed an agreement establishing joint responsibilities and authorities for the construction, maintenance, existence and/or use of a proposed Freeway facility from Shoreline Boulevard to the vicinity of Waco Street over a new location for State Highway 9; and

Whereas, the City desires to make temporary use of certain portions of the right of way provided for this project, (such portions of right of way not being needed for Freeway construction at this time) and is willing to construct at its own expense the mutually agreed facilities for public vehicular parking accommodations; and

Whereas, the City considers the development of these parking areas essential to relieve congested parking conditions near the County Court House and in the downtown business district, and it is the State's desire to be of assistance in providing these needed public parking accommodations;

Now, Therefore, for the purpose of permitting the development of temporary vehicular parking facilities on portions of the Freeway right of way not immediately required for Freeway construction, such parking areas and facilities to be hereinafter referred to as "Parking Facility", the parties hereto agree as follows:

1. The City and the State shall concur in the design of the parking facility, including access control, type and extent of paving, curbing and fencing and such concurrence shall be confirmed by joint approval of layout and plan sheets attached hereto and marked Exhibit "A" and made a part of this agreement. It is mutually understood by the parties hereto that the development and use of these areas for vehicular parking shall be in such manner calculated to best protect the public's interest and will not damage the highway project facilities, impair safety, impede

maintenance or in any way restrict the operation of the highway project facility. It is also mutually understood that the development and use of these areas, within the highway right of way, for public vehicular parking is limited to the interim of time between this and the next succeeding stage of freeway construction over and along such right of way areas and, to such extent, is properly classified as a temporary use. At such time as further freeway construction is inaugurated, all involved parking areas shall be discontinued for such use.

2. Construction work which is made necessary by reason of the parking facility will be the City's financial responsibility and will be performed by the City's own forces or construction agency. The State, in conjunction with its construction work, will fill in, shape and compact the areas comprising the contemplated parking facility as indicated by contour lines on Exhibit "A". All street curbs and paving, street drainage facilities, sidewalks within street limits and areas shown to be sodded will likewise be the responsibility of the State. All other construction work pertaining to the parking facility, including paving, concrete curbs and chain link barrier fences shall be as indicated on Exhibit "A" and shall be the entire responsibility of the City. The City will also be responsible for maintenance, operation and policing of the parking facility, including necessary delineations for orderly parking and possible installation of parking meters.

To facilitate construction of the Freeway Project, it will be necessary for the City to defer inauguration of its work in developing the parking facility until such time as construction on the Freeway project has been completed. There is, however, one exception. The lot immediately East of the Court House, designated as Lot 2 on Exhibit "A" may be developed at an earlier date if the City so desires. The City agrees to construct the parking facilities on all other lots, as herein provided, immediately after completion of the Freeway project.

3. Parking regulations shall be enforced by the City limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for  $1\frac{1}{2}$  ton trucks, such vehicles to conform in size and use to governing State statutes. Regulations shall be enforced by the City prohibiting the parking of vehicles carrying highly inflammable or explosive loads, and prohibiting use of the parking facility in any manner for peddling, advertising, or any other purpose not in keeping with the objective of a public parking facility.

4. Should it be found at any future time that traffic conditions have so changed that the existence or use of the parking facility is impeding maintenance, restricting operation, or is damaging the highway project facilities, or is not in the public interest, it is hereby agreed that either (1) corrective action acceptable to both parties shall be taken to eliminate the objectionable features of the parking facility, or (2) upon written 30-day notice by either party this supplemental agreement shall terminate and the use of the area for a parking facility shall be discontinued.

5. It is understood that this supplemental agreement pertains only to the parking facility, including points of ingress and egress, and in no other way modifies or supercedes the terms and provisions of the agreement as executed by the City and the State for the highway project facility, dated October 19, 1955. This supplemental agreement shall be attached to the highway project agreement and made a part thereof in all respects.

6. The City agrees to indemnify the State against any and all damages and claims for

damages arising out of, incident to or in any way connected with the installation, the construction, the existence, the use and/or maintenance of the parking facility, and the City does hereby agree to indemnify the State against any and all court costs, attorneys' fees and all expenses in connection with suits for such damage and shall, if requested to do so in writing, assist or relieve the State from defending any such suits brought against it.

Nothing herein contained shall be construed to place upon the State any manner of liability for injury to or death of persons or for damage to or loss of property arising out of or in any manner connected with the maintenance or use of the parking facility, and the City will save the State harmless from any damages arising from said maintenance and/or use of said parking facility.

It is understood between the parties that should the current negotiations between the Texas City Attorneys' Association and the State Highway Department produce a different indemnification provision which is acceptable to both parties, said provision shall be attached to and become a part of this agreement in lieu of the above two paragraphs.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Corpus Christi on the 18 day of Dec, 1957, and the Highway Department on the 8th day of January, 1958.

ATTEST: 12/18/57 D. M. Singer  
city attorney

T Ray Kring

CITY OF CORPUS CHRISTI

BY Russell E McClure  
City Manager

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

BY R J Hank  
Administrative Engineer

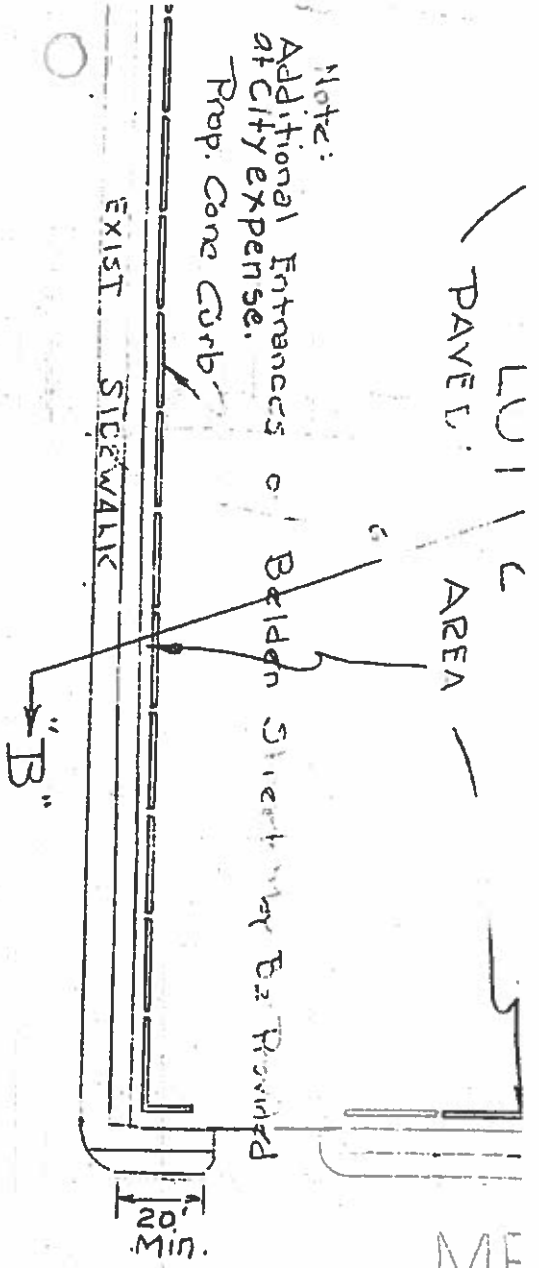
APPROVAL RECOMMENDED:

T. O. Jester, Jr.  
District Engineer

T. S. Huff  
Engineer, Road Design  
Chief Engineer of Highway Design  
Engineer, Land Service Roads

*Notes  
note actual signatures,  
but copied verbatim  
from original agreement  
RJK 7/21/58*





ae & mcclure  
 MANAGER  
 CORPUS CHRISTI  
 TEXAS

SUPPLEMENT TO  
 PROJECT U657(15)  
 EXHIBIT "A"  
 PLAN FOR VEHICULAR PARKING FACILITIES  
 PROPOSED BY CITY OF CORPUS CHRISTI  
 TO ACCOMPANY SUPPLEMENTAL AGREEMENT  
 PLAN SCALE : 1" = 40'

SHEET 1 OF 3 SHEETS

FED. RD. DIV. NO.	STATE	FEDERAL PROJECT NO.	SHEET NO.
6	TEXAS	U 657 (15)	1
STATE DIST. NO.	COUNTY	CONT. SECT.	JOB
16	NUEGES	74 6	27
			ST. 9

MESQUITE ST.

SIDEWALK

SIDEWALK

LOT 1

PAVED AREA  
Exist. Mann St. Pavt.  
to Remain in Place

4' Palm

15' Palm

24' Hackberry

18' Palm

18' Palm

18' Palm

12' Palm

21' Pecan

Trop. and Calif. Citrus

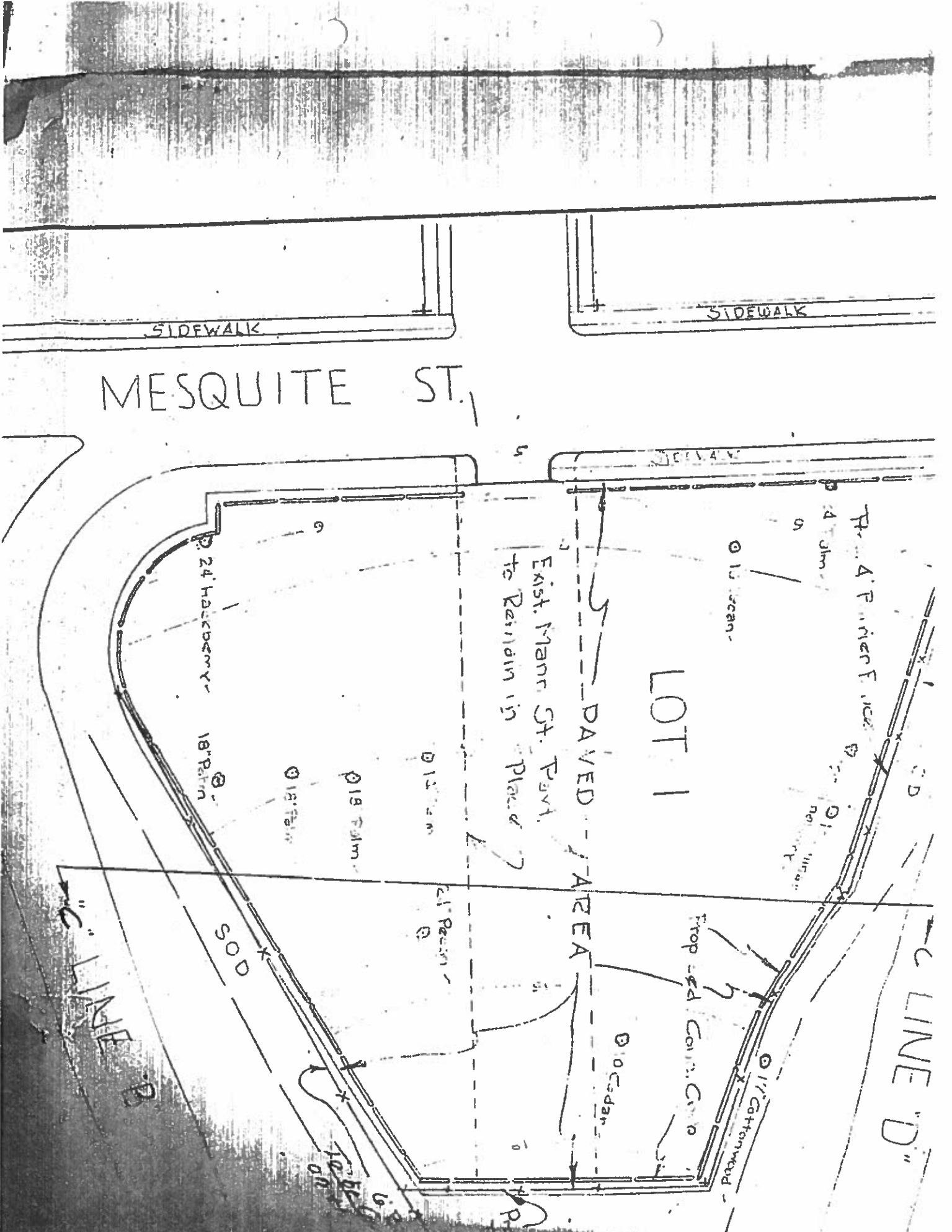
10' Cedar

11' Cottonwood

SOD

"C" LINE "D"

"C" LINE "D"



MESQUITE ST.

NUECES  
COUNT  
COURTH

20'  
Min.

20'  
Min.

SIDEWALK

SIDEWALK

EXIST. SIDEWALK

"B"

LOT 2

PAVED AREA

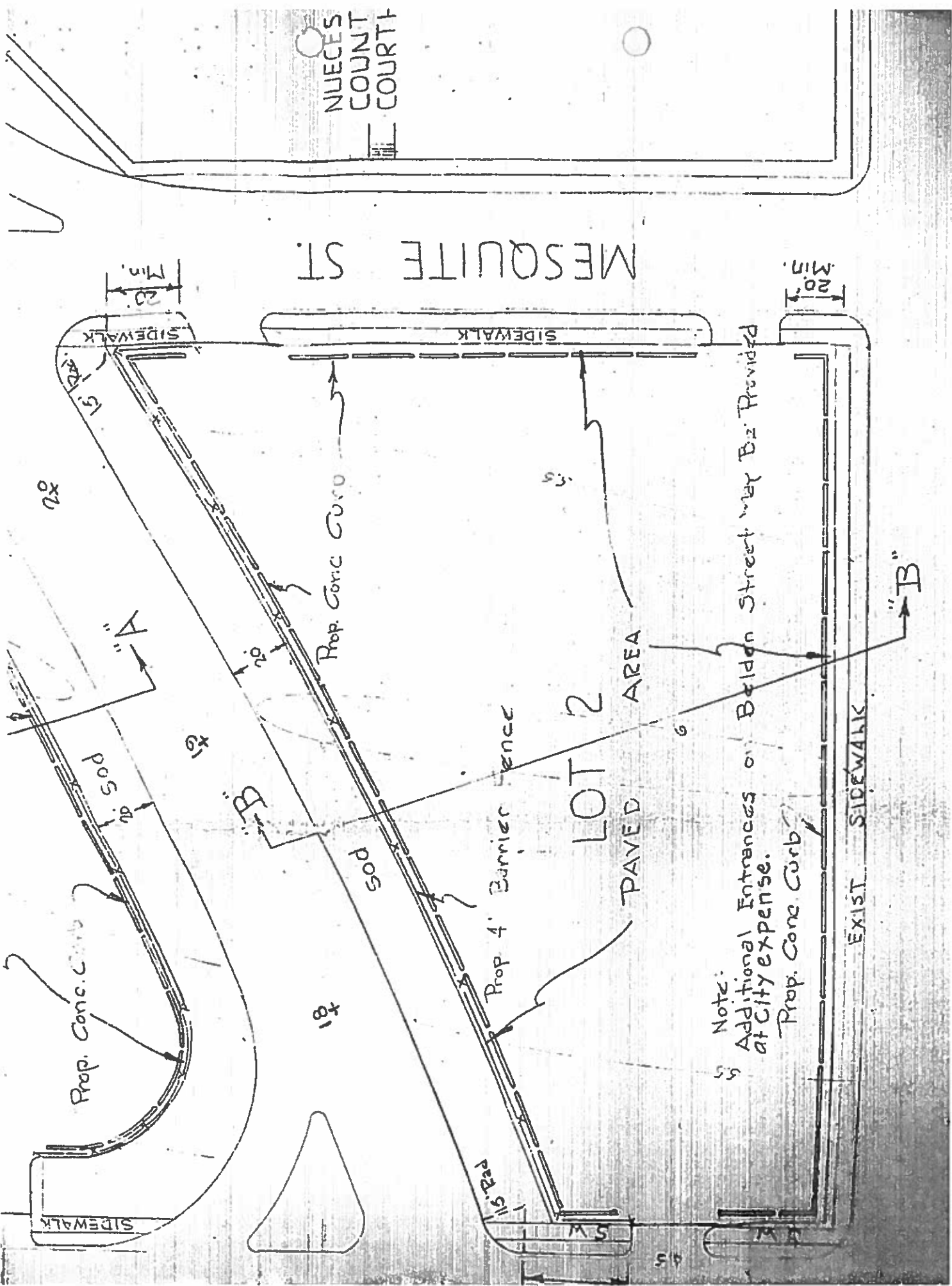
Prop. Conc. Curb

Prop 4' Barrier Fence

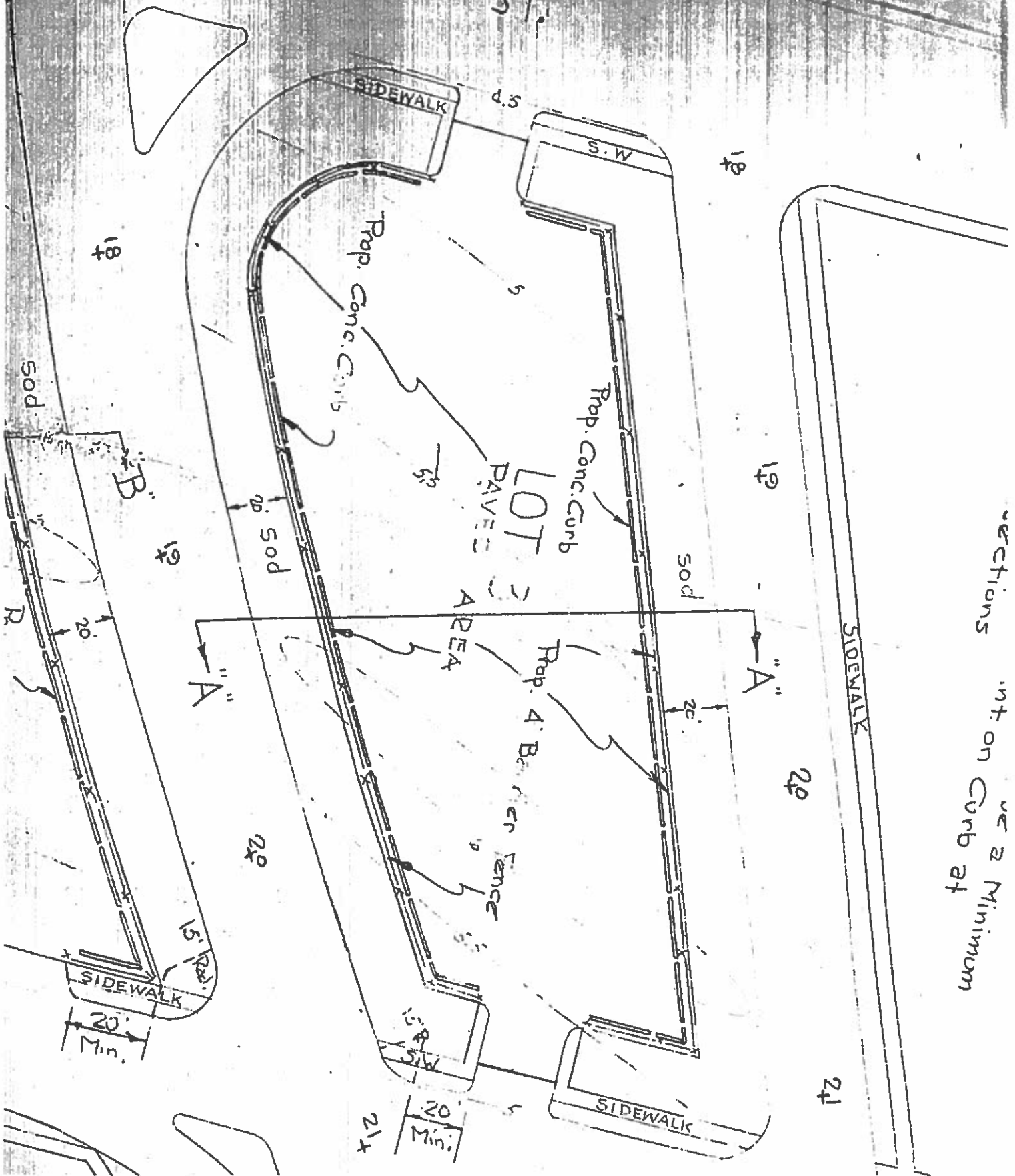
Prop. Conc. Curb

Note:  
Additional Intraances on Beldon Street may Bz Provided  
at City expense.

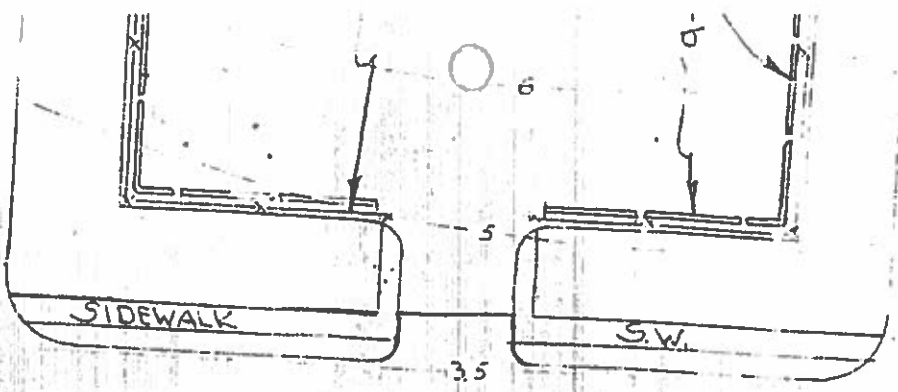
Prop. Conc. Curb



CHAPARRAL ST.



Sections int. on Curb at least Minimum

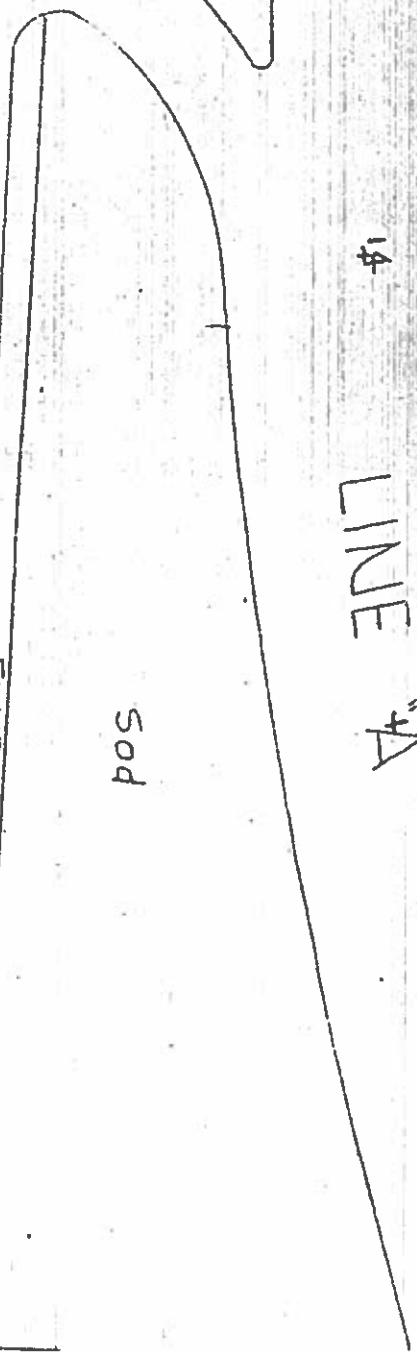
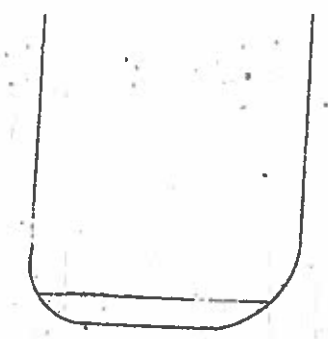


13



14

LINE "A"



Sod

EXIST. SIDEWALK

REINENI CT

W. SHORELINE

LOT 5

PAVED AREA

Prop. 4' Barrier Fence

Prop. Con. Curb

Prop. 4' Barrier Fence

Prop. Con. Curb

WALK

SIDEWALK

SIDEWALK

S.W.

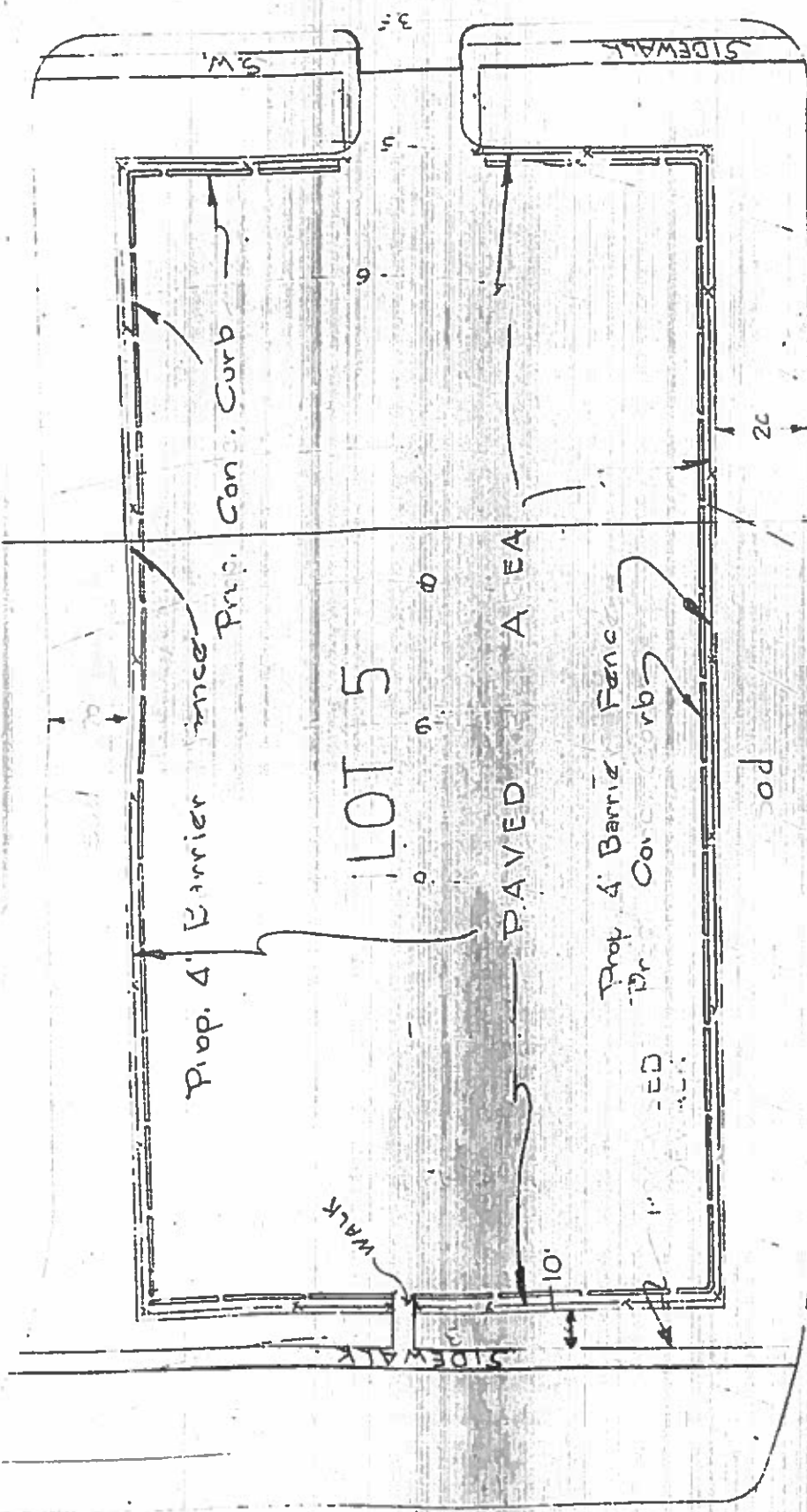
10'

"A" 42

10'

20'

sod



# Exhibit C