

Ordinance authorizing a License Agreement with Christus Spohn Health System Corporation, A Texas Non-Profit Corporation, to cross Elizabeth Street with private utilities.

WHEREAS, Christus Spohn Health System Corporation, A Texas Non-Profit Corporation, (“Licensee”), desires to install, operate, maintain, repair, and remove private utilities which serve the hospital campus and are located within the Elizabeth Street right-of-way in the area between Ocean Drive and Third Street;

WHEREAS, the Licensee has requested, and the City of Corpus Christi (“City”) desires to execute, a one-year term License Agreement (“Agreement”). At the end of the initial term, this Agreement renews automatically, in order to accomplish the purpose and use intended by the Licensee within the public right-of-way;

WHEREAS, in accordance with Article IX, Section 1 of the City Charter, the City Council authorizes the City Manager or designee to enter into the Agreement for the benefit of the City and the Licensee, subject to the Licensee’ compliance with the specified provisions of the License.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City Manager or designee is authorized to execute a License Agreement with Christus Spohn Health System Corporation, A Texas Non-Profit Corporation, (“Licensee”) for a one-year term with automatic renewal to allow the Christus Spohn Health System Corporation, A Texas Non-Profit Corporation, to install, operate, maintain, repair, and remove private utilities which serve the hospital campus and are located within the Elizabeth Street right-of-way in the area between Ocean Drive and Third Street, such Agreement at all times subject to the Licensee’ compliance with the conditions specified in the Agreement. The License Agreement includes a one-time fee of \$38,332.80. A copy of the Agreement is attached to this ordinance and being incorporated by reference into this ordinance as if fully set out herein in their entirety.

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 Guajardo	_____	Lucy Rubio	_____
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 Guajardo	_____	Lucy Rubio	_____
Michael Hunter	_____	Greg Smith	_____
Debbie Lindsey-Opel	_____		

PASSED AND APPROVED on this the _____ day of _____, 2018.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Agreement (“Agreement”) is entered into by and between the City of Corpus Christi (“City”), a Texas home-rule municipal corporation, and Christus Spohn Health System Corporation (“Licensee”), a Texas nonprofit corporation, whose business address is 600 Elizabeth Street, Corpus Christi, Texas 78404.

WHEREAS, Licensee owns the real property and improvements located at 600 Elizabeth Street, Corpus Christi, Texas, and being more particularly described as Block IIA, Lot 4A, and Block X, Lot 1A, of the Ocean View Addition Subdivision (“Property”), as shown in **Exhibit A, C, E and G**; and

WHEREAS, Licensee wishes to construct private utilities (hereinafter “Improvements”), which will encroach in a City right-of-way at Elizabeth Street (hereinafter “Premises”), as shown in **Exhibit B, D, F and H**;

WHEREAS, Licensee has requested City allow the use and occupancy of the Premises for Licensee’s Improvements; and

WHEREAS, Use Privilege Agreement is synonymous with License

NOW THEREFORE, THE CITY AND LICENSEE AGREE AS FOLLOWS:

In accordance with Article IX, Section 1, of the City’s City Charter and in consideration of a payment of \$38,332.80 paid by Licensee, the receipt of which is acknowledged, the City has granted and by these presents does grant to Licensee, for the term and upon the conditions stated in this Agreement, a License for the right to install, operate, maintain, repair and remove Improvements on Premises. The area in which the License is granted for the location of the Improvements is referred to in this Agreement as the “License Area.” Licensee agrees that the Improvements shall not be expanded, enlarged or altered in any way nor shall the height or stories be increased without the prior written approval of City.

The License granted by this Agreement is issued to the Licensee only. This Agreement may not be assigned by Licensee without the City Manager’s prior written consent. Licensee must notify the City if Licensee sells or transfers ownership of the Improvements.

The License granted by this Agreement is subject to the Licensee’s compliance at all times with the following conditions:

- A. This Agreement, and the rights granted under the Agreement, may be revoked at any time by the City upon providing the Licensee not less than 30 days' notice, in writing, by the City's City Manager or designee ("City Manager"). In the event of a revocation by the City Manager or earlier termination of this Agreement by either party, no portion of any payment made under this Agreement is refundable to the Licensee.
- B. This Agreement is for a term of one year from the date of execution by the City. At the end of the initial term, this agreement renews automatically, subject to termination under Section A above. It also terminates if Licensee discontinues or abandons the use of the Improvements. This License is made expressly subject and subordinate to the right of the City to use the Premises for any public purpose. In the event that City gives notice of termination under Section A, Licensee shall at its sole cost and expense make or cause to be made the removal of the Improvements. Licensee shall reimburse City for the cost of City's removal of the Improvements if Licensee does not remove them within the notice period.
- C. The City reserves the right to construct, maintain and/or modify city-owned facilities, including but not limited to, street and utility improvements. The City will provide 30 days written notice to the Licensee when the City has determined that removal, relocation or alteration of the Improvement is reasonably necessary for construction, maintenance, modification or operation of city-owned facilities. The Licensee shall promptly make the required adjustments. The required work will be done at Licensee's expense.
- D. The Licensee agrees to comply with City Code of Ordinances Chapter 35, Article VII and Chapter 49, Article VII.
- E. The Licensee shall provide the City with a 3-dimensional map of the Improvements accurate to within 1 foot and GIS coordinates, which will be included with this Agreement as **Exhibit I** and 2D dwg file must be submitted for the as-builts.
- F. The Licensee shall mark all Improvements located on City Premises with magnetic marking tape if the utility is located underground.
- G. The Licensee shall acquire and maintain at all times for the term of this Agreement insurance coverage pertaining to the License Area granted under this Agreement and the activities authorized by this Agreement. The types of required insurance coverages must be in the minimum amounts set forth in the attached **Exhibit J**, the substantive content of **Exhibit J** being incorporated by reference into this Agreement as if fully set out here in its entirety. The insurance policies must name the City as an additional insured and may not be canceled, renewed or materially changed by Licensee unless at least ten (10) days advance written notice has been provided to the City.

Upon the City Manager's written request, Licensee shall provide copies of all requested insurance policies to the City's City Attorney.

- H. Should construction be deemed necessary by Licensee in the License Area, construction plans and specifications for all proposed work shall be submitted in advance by the Licensee to the City's City Engineer for approval prior to beginning the construction process. The plans must show the depth and location of the proposed construction and distance from existing pavement, water, storm water, wastewater and gas lines. The Licensee shall also comply with any other laws, rules, regulations and ordinances applicable to construction in the City and in the public right-of-way, including obtaining all required permits. Licensee shall fully pay for all labor and materials used in the License Area and will not permit or suffer any mechanic's or material man's liens of any nature to be affixed against the Premises by reason or any work done or materials furnished to the Premises at Licensee's request.
- I. Prior to the start of any approved construction, Licensee shall require every contractor and subcontractor to provide a Certificate of Insurance reflecting insurance in coverage amounts as set forth in **Exhibit J**. Additionally, Licensee shall require their contractors and subcontractors to indemnify the City, its officers, officials, employees, representatives, agents, licensees and invitees in the same manner that Licensee has provided indemnification to the City pursuant to this Agreement.
- J. Licensee shall provide all necessary and proper safety devices so as to prevent injuries or accidents in the License Area, in as much as possible.
- K. At least 48 hours prior to beginning any approved construction, Licensee shall contact 1-800-DIG-TESS and the Lone Star Notification Center (1-800-669-8344), and any other required agency or authority. Additionally, at least 48 hours prior to beginning any approved construction, Licensee shall give notice and verify depth and location of communication lines or communication fiber optic cables, whichever is applicable, to the following:
- City Utility Departments, including Water, Storm water, Wastewater and Gas;
 - American Electric Power (AEP);
 - American Telephone and Telegraph (AT&T);
 - CenturyTel;
 - Time Warner;
 - Grande Communications; and
 - Any and all other certified telecommunications providers.

A City inspector may request a utility line be uncovered to verify its depth or location.

- L. Any construction process and use of the License Area by Licensee shall not interfere with the construction, installation, operation, maintenance, repair, removal or replacement by the City or any of its agents, contractors or franchisees of any existing or proposed roadways, sidewalks, utility lines or other uses. If the City or any franchisee with utilities currently located in said public right-of-way needs access to the right-of-way, Licensee shall pay for removing or relocating the Improvement in the License Area to allow access to utility lines for maintenance, repair, removal or replacement of the utility lines. The Licensee shall repair the License Area to its original condition or cease to use the License Area, at which time this Agreement terminates immediately.

- M. Traffic Engineer requirements pertaining to this Agreement, if applicable in context:
 - 1. At least 48 hours prior to commencing any approved construction, the Licensee shall file and obtain approval for a traffic control plan with the City's Traffic Engineer. No closure or barricading of a public right-of-way or any portion of a public right-of-way may occur before approval of the traffic control plan and, if applicable, approval of a detour or barricade plan has been obtained from the City's Traffic Engineer.
 - 2. Should Licensee require a trench, pit or similar excavation be dug during approved construction, the Licensee shall file and obtain approval for barricading said trench, pit or excavation in accordance with the Texas Manual on Uniform Traffic Control Devices from the City's Traffic Engineer. [See paragraph "T" of this Agreement for additional requirements regarding trenches, pits and similar excavations.]

- N. If, as determined by the City Manager, damage occurs to any pavement, sidewalk, curb, gas, water, storm water or wastewater line, Licensee shall allow the City immediate access to the License Area to perform an assessment, make repairs or take any other action deemed necessary by the City. Determination of the extent of damage and repairs necessary to restore the utility line(s) shall be made by the City Manager. All costs of the City associated with said damage and repair, including labor and materials, shall be paid by Licensee within 30 days of the City's invoice.

- O. Should construction become necessary near existing water or wastewater lines, Licensee shall take every precaution not to disturb the soil surrounding any such lines, including all thrust blocks.

- P. If any approved work is conducted near any existing water main, it shall be done under the inspection of a City inspector at a daily rate of three-hundred ten dollars and thirty-five cents (\$310.35) for each day spent inspecting construction, installation, maintenance, repair, removal or replacement in the

License Area. A half-day, being four hours or more of work time by the City inspector, constitutes a whole working day for purposes of calculation. Any time in excess of eight hours a day, or on Saturday, Sunday or holidays, shall be calculated at a daily rate of fifty-eight dollars and eighteen cents (\$58.18) per hour. Any assessed inspection fees shall be paid by the Licensee to the appropriate City department within 30 days of the City's invoice. These amounts will be adjusted annually each year on August 1 to reflect any pay increases that may be attributable to the rates charged.

- Q. At any and all times, Licensee shall be responsible for the repair and maintenance of the License Area, including any costs associated with damage occurring due to natural weather elements/occurrences or man-made forces. Should damage occur to the License Area, regardless of the type of damage, Licensee shall immediately repair the damage upon notice by the City. Failure to so repair terminates this Agreement immediately without any further action needed on the part of the City.
- R. Licensee agrees that any Improvements located above the ground shall be cleaned, maintained and repaired immediately to preserve the public health and safety and prevent blight.
- S. Licensee shall repair, or cause to be repaired, any damage to pavement, driveways, culverts, head walls, landscaping, sidewalks, curbs, gutters and/or any other structure, public or private, resulting from or caused by reason of construction, installation, maintenance, repair, removal, replacement or operation of the License Area.
- T. If a trench, pit or other excavation is required during approved construction, no trenches, pits or other excavation, other than bore pits, shall be left open overnight, except as specifically authorized by the City's Director of Development Services and City's Engineer. Bore pits are not allowed open for a period of longer than 14 calendar days, regardless of location. All trenches, pits or other excavations, other than bore pits, shall be backfilled by the Licensee promptly and in accordance with current City standards and specifications and as per the City inspector's request. All trenches, pits and other excavations, *including* bore pits, shall be barricaded by the Licensee in accordance with the Texas Manual on Uniform Traffic Control Devices and as approved by the City's Traffic Engineer. [See paragraph "M.2." for additional requirements pertaining to trenches, pits, and other excavations.]
- U. If backfilling becomes necessary, all backfill, specifically including that in and around existing utilities, shall be made by Licensee according to current City standards and specifications and as required by a City inspector.
- V. (If applicable) Use of the private utilities authorized by this Agreement is strictly limited to providing service to the Christus Spohn Health System

Corporation, located at 600 Elizabeth Street, Corpus Christi, Texas 78404, in the License Area. Licensee shall not provide, nor permit anyone else to provide or receive, service through said Wastewater Line or at any facilities within the City other than the building facilities specifically included in this Agreement without first obtaining a franchise or other required approval from the City.

W. LICENSEE COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS AND ACTIONS OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH THE USE OF THE RIGHT-OF-WAY OR CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE LICENSE IMPROVEMENTS PURSUANT TO THIS AGREEMENT, INCLUDING ANY INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM. LICENSEES MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL THOSE CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED ON ANY CLAIMS OR DEMANDS, WITH COUNSEL SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COST AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, OR ACTIONS.

T. All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signatures.

U. Unless otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested to the following addresses:

If to Licensee: Christus Spohn Health System Corporation
600 Elizabeth Street
Corpus Christi, Texas 78404

If to the City: City of Corpus Christi
Attn: Director, Development Services Department
P. O. Box 9277
Corpus Christi, TX 78469-9277

Any party shall, by notice to the others in accordance with the provisions of this paragraph, specify a different address or addressee for notice purposes within 10 days of any address change.

- V. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created pursuant to this Agreement are performable in Nueces County, Texas. All actions arising from, out of, or related to this Agreement must be filed, tried, remain and resolved in and cannot be removed from Nueces County, Texas.
- W. The Licensee further agrees, in compliance with the City of Corpus Christi Ordinance No. 17112, to complete, as part of this Agreement, the "Disclosure of Interests" form attached to this Agreement as **Exhibit K**. Completed versions of **Exhibit K** by the Licensee form a part of this Agreement and are incorporated by reference into this Agreement as if set out here in their entireties.
- X. This instrument, including exhibits, constitutes the entire agreement between the City and the Licensee, and no prior written, oral, or contemporaneous promises, warranties or representations shall be binding upon any parties. This Agreement may only be amended by written instrument signed by authorized representatives of the City and Licensee and approved as required by City law.
- Y. Any payments due by the Licensee pursuant to this Agreement will be made from current revenue available to the Licensee.

EXECUTED IN DUPLICATE this _____ day of _____, 20_____.

Christus Spohn Health System Corporation

Justin Doss
President, Board of Trustees

Date

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 20____,
by Justin Doss, President, Board of Trustees, Christus Spohn Health System
Corporation (“Licensee”), a Texas nonprofit corporation, on behalf of said nonprofit
corporation.

Notary Public’s Signature

IN TESTIMONY WHEREOF, the City of Corpus Christi has caused these presents to be executed on this the ____ day of _____, 20__.

ATTEST:

CITY OF CORPUS CHRISTI

City Secretary

By: _____
Nina Nixon-Mendez, FAICP
Director of Development Service
For City Manager

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 20__, by Nina Nixon-Mendez, as Director, Development Services Department, of the City of Corpus Christi, a Texas Municipal Corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney



Exhibit A
0.046 Acre
Use Privilege Agreement Easement

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.046 Acre, Use Privilege Agreement Easement, being portions of Elizabeth Street Right-of-Way, an apparent 70 Foot Wide Public Road (formerly known as Starr Avenue), as shown on the plat of Ocean View, a map of which is recorded in Volume 1, Page 11, of the Map Records of Nueces County, Texas; the said 0.046 Acre Easement being more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod Found, on the West Right-of-Way line of Ocean Drive (formerly known as Bay View Avenue), being the Northeast corner of Block XI, of the said Ocean View, for the Southeast corner of a 2.50 Foot Wide Right-of-Way Closure, described in an Ordinance recorded in Volume 643, Page 144, of the Deed Records of Nueces County, Texas;

Thence, North 19°06'16" West, with the said West Right-of-Way line and the East line of the said Right-of-Way Closure, 2.50 Feet, to the apparent South Right-of-Way line of the said Elizabeth Street, for the Northeast corner of the said Right-of-Way Closure;

Thence, South 85°44'06" West, with the said apparent South Right-of-Way line, the North Right-of-Way line of the said Right-of-Way Closure, 94.14 Feet, to the **Point of Beginning** and Southeast corner of this Tract;

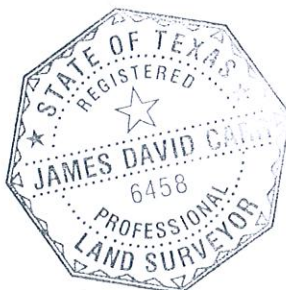
Thence, over and across the said Elizabeth Street, with the boundary of this Tract as follows:

- South 85°44'07" West, with the North line of the said Right-of-Way Closure, the said apparent South Right-of-Way line, 233.559 Feet, for a corner of this Tract;
- North 04°15'54" West, 5.000 Feet, for the Northwest corner of this Tract;
- North 85°44'06" East, 146.194 Feet, for a corner of this Tract;
- North 04°19'45" West, 1.000 Foot, for a corner of this Tract;
- North 85°44'06" East, 7.000 Feet, for a corner of this Tract;
- South 04°19'45" East, 1.000 Foot, for a corner of this Tract;
- North 85°44'06" East, 44.059 Feet, for a corner of this Tract;
- North 46°12'00" East, 36.662 Feet, for a corner of this Tract;

- North 04°19'45" West, 41.655 Feet, to a point on the apparent North Right-of-Way line of the said Elizabeth Street, being the South boundary line of a 2.5 Foot Wide Right-of-Way Closure, described in said Volume 643, Page 144, of the Deed Records of Nueces County, Texas, for the Northwest corner of this Tract;
 - North 85°44'09" East, with the said apparent North Right-of-Way line, the South Right-of-Way line of the said Right-of-Way Closure, 8.000 Feet, for the Northeast corner of this Tract;
-
- **Thence**, South 04°19'45" East, 69.993 Feet, to the **Point of Beginning**, containing 0.046 Acres (2,025 SqFt) of Land, more or less.

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.

Unless this fieldnotes 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

Exhibit B Sketch to Accompany

Fieldnotes, for a 0.046 Acre, Use Privilege Agreement Easement, being portions of Elizabeth Street Right-of-Way, an apparent 70 Foot Wide Public Road (formerly known as Starr Avenue), as shown on the plat of Ocean View, a map of which is recorded in Volume 1, Page 11, of the Map Records of Nueces County, Texas.

Bearings based on GPS, NAD83 (2011), Texas Coordinate System of 1983, Texas South Zone 4205.

LINE	BEARING	DISTANCE
L1	S 85°44'07" W	233.559'
L2	N 04°15'54" W	5.000'
L3	N 85°44'06" E	146.194'
L4	N 04°19'45" W	1.000'
L5	N 85°44'06" E	7.000'
L6	S 04°19'45" E	1.000'
L7	N 85°44'06" E	44.059'
L8	N 46°12'00" E	36.662'
L9	N 04°19'45" W	41.655'
L10	N 85°44'09" E	8.000'
L11	S 04°19'45" E	69.993'



LEGEND:
● 5/8 Inch Iron Rod Found

URBAN ENGINEERING
TBPE FIRM NO. 145, TBPLS FIRM NO. 10032400
 2725 SWANTNER DR, CORPUS CHRISTI, TX 78404
 PHONE: 361.854.3101 WWW.URBANENG.COM



Exhibit C
0.030 Acre
Use Privilege Agreement Easement

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.030 Acre, Use Privilege Agreement Easement, being portions of Elizabeth Street, an apparent 70 Foot Wide Public Road (formerly known as Starr Avenue), as shown on the plat of Ocean View, a map of which is recorded in Volume 1, Page 11, of the Map Records of Nueces County, Texas; the said 0.030 Acre Easement being more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod Found, on the West Right-of-Way Line of Ocean Drive (formerly known as Bay View Avenue), being the Northeast corner of Block XI, of the said Ocean View, for the Southeast corner of a 2.50 Foot Wide Right-of-Way Closure, described in an Ordinance recorded in Volume 643, Page 144, of the Deed Records of Nueces County, Texas;

Thence, North 19°06'16" West, with the said West Right-of-Way line and the East line of the said Right-of-Way Closure, 2.50 Feet, to the apparent South Right-of-Way line of the said Elizabeth Street, for the Northeast corner of the said Right-of-Way Closure;

Thence, South 85°44'06" West, with the said apparent South Right-of-Way line, the North Right-of-Way line of the said Right-of-Way Closure, 460.966 Feet, to the **Point of Beginning** and Southeast corner of this Tract;

Thence, over and across the said Elizabeth Street, with the boundary of this Tract as follows:

- South 85°44'06" West, with the North line of the said Right-of-Way Closure, the apparent South Right-of-Way line of the said Elizabeth Street, 6.502 Feet, for a corner of this Tract;
- North 05°36'10" West, 70.017 Feet, to a point on the apparent North Right-of-Way Line of the said Elizabeth Street, being the South boundary line of a 2.5 Foot Wide Right-of-Way Closure, described in an Ordinance recorded in Volume 643, Page 144, of the Deed Records of Nueces County, Texas, for the Northwest corner of this Tract;
- North 85°44'09" East, with the South line of the said Right-of-Way closure, the said apparent North Right-of-Way line, 6.502 Feet, for a corner of this Tract;
- South 05°36'10" East, 7.626 Feet, for a corner of this Tract;

- North 84°23'50" East, 111.370 Feet, for a corner of this Tract;
 - North 29°32'53" East, 6.044 Feet, to a point on the South line of the said Right-of-Way Closure, the apparent North Right-of-Way line, for a corner of this Tract;
 - North 85°44'09" East, with the South line of the said Right-of-Way Closure, the said apparent North Right-of-Way line, 6.018 Feet, for the Northeast corner of this Tract;
 - South 29°32'53" West, 14.434 Feet, for a corner of this Tract;
 - South 84°23'50" West, 112.557 Feet, for a corner of this Tract;
- **Thence**, South 05°36'10" East, 55.390 Feet, to the **Point of Beginning**, containing 0.030 Acres (1,290 SqFt) of Land, more or less.

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.

Unless this fieldnotes 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.*



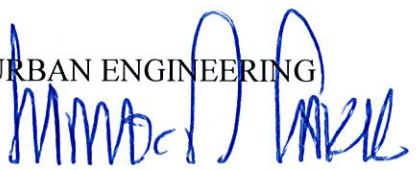
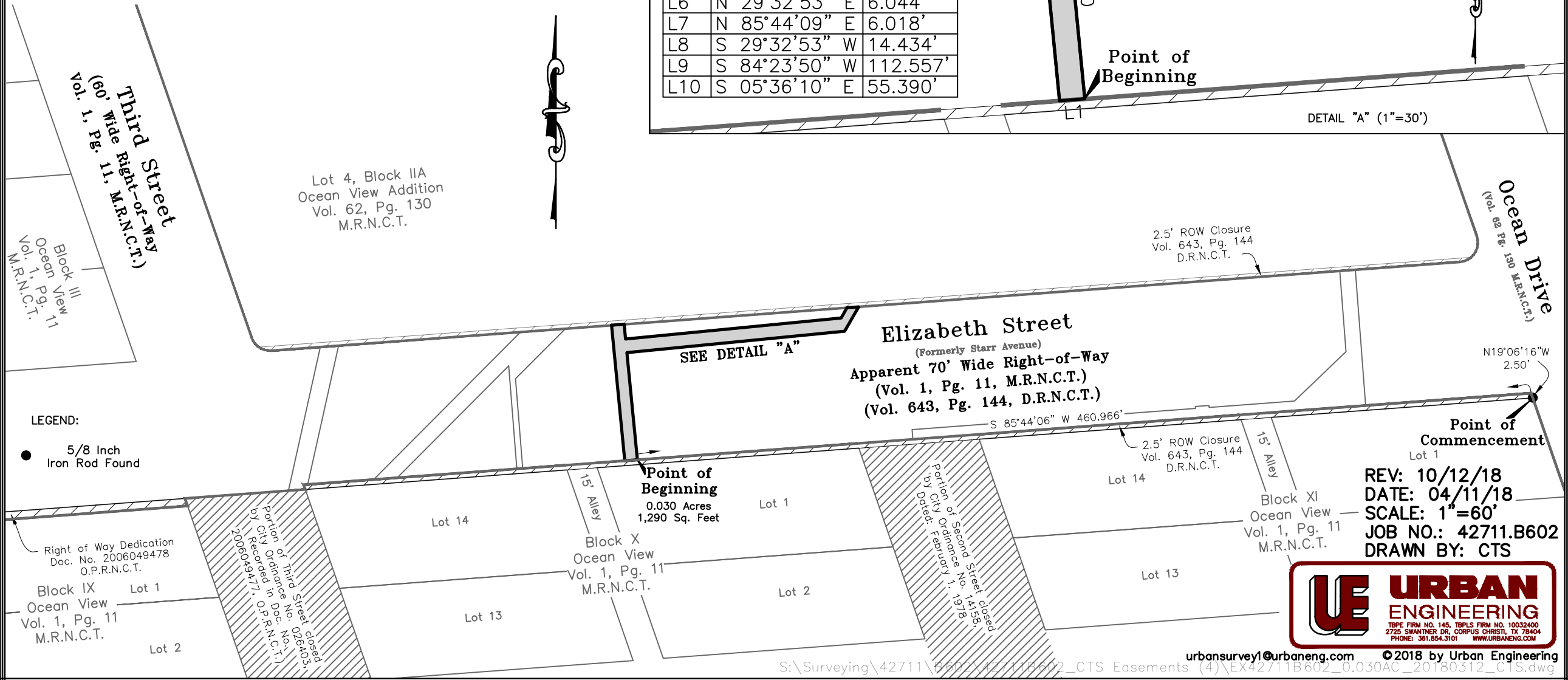
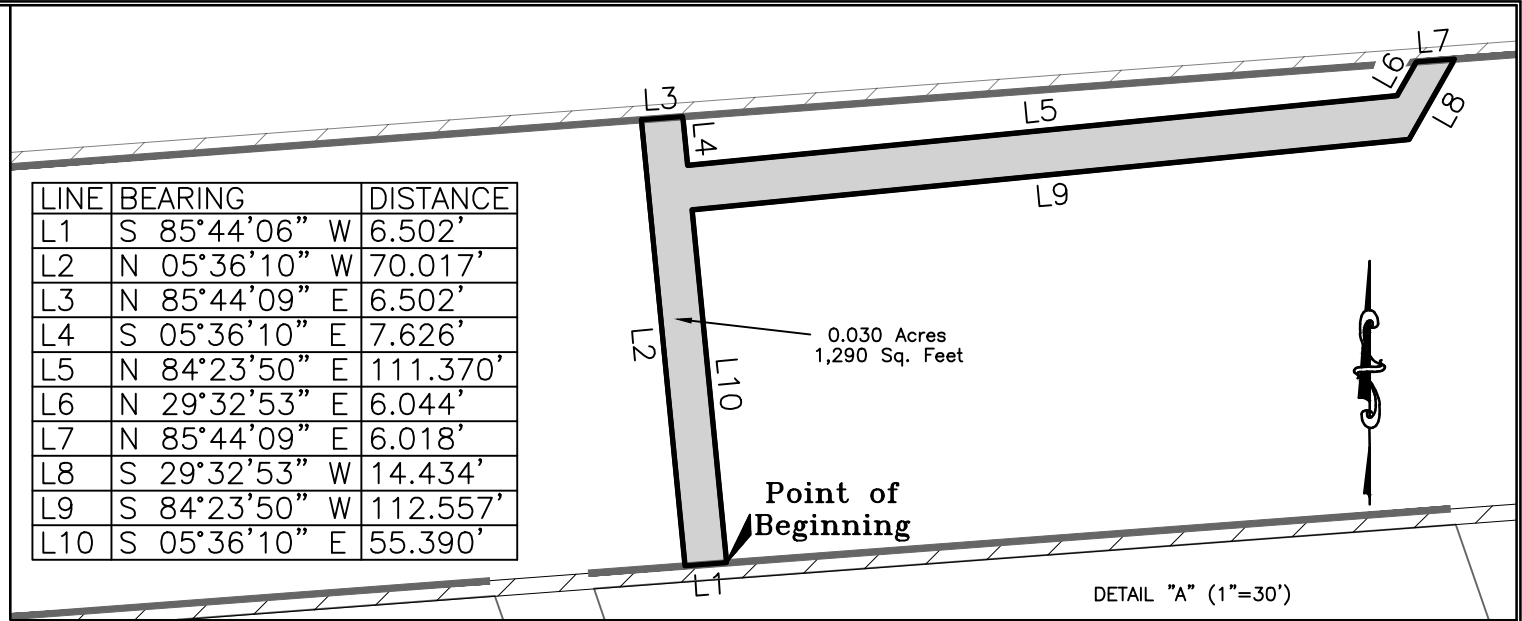
URBAN ENGINEERING

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

Exhibit D Sketch to Accompany

Fieldnotes, for a 0.030 Acre Use Privilege Agreement Easement, being a portion of Elizabeth Street Right-of-Way, an apparent 70 Foot Wide Public Road (formerly known as Starr Avenue), as shown on the plat of Ocean View, a map of which is recorded in Volume 1, Page 11, of the Map Records of Nueces County, Texas.

Bearings based on GPS, NAD83 (2011), Texas Coordinate System of 1983, Texas South Zone 4205.

LINE	BEARING	DISTANCE
L1	S 85°44'06" W	6.502'
L2	N 05°36'10" W	70.017'
L3	N 85°44'09" E	6.502'
L4	S 05°36'10" E	7.626'
L5	N 84°23'50" E	111.370'
L6	N 29°32'53" E	6.044'
L7	N 85°44'09" E	6.018'
L8	S 29°32'53" W	14.434'
L9	S 84°23'50" W	112.557'
L10	S 05°36'10" E	55.390'



LEGEND:
● 5/8 Inch Iron Rod Found

REV: 10/12/18
DATE: 04/11/18
SCALE: 1"=60'
JOB NO.: 42711.B602
DRAWN BY: CTS





Job No. 42711.B6.02
April 11, 2018

Exhibit E
0.028 Acre
Use Privilege Agreement Easement

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.028 Acre, Use Privilege Agreement Easement, being portions of Elizabeth Street Right-of-Way, an apparent 70 Foot Wide Public Road (formerly known as Starr Avenue), as shown on the plat of Ocean View, a map of which is recorded in Volume 1, Page 11, of the Map Records of Nueces County, Texas; the said 0.028 Acre Easement being more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod Found, on the West Right-of-Way Line of Ocean Drive (formerly known as Bay View Avenue), being the Northeast corner of Block XI, of the said Ocean View, for the Southeast corner of a 2.50 Foot Wide Right-of-Way Closure, described in an Ordinance recorded in Volume 643, Page 144, of the Deed Records of Nueces County, Texas;

Thence, North 19°06'16" West, with the said West Right-of-Way line and the East line of the said Right-of-Way Closure, 2.50 Feet, to the apparent South Right-of-Way line of the said Elizabeth Street, for the Northeast corner of the said Right-of-Way Closure;

Thence, South 85°44'06" West, with the said apparent South Right-of-Way line, the North Right-of-Way line of the said Right-of-Way Closure, 520.125 Feet, to the **Point of Beginning** and Southeast corner of this Tract;

Thence, over and across the said Elizabeth Street, with the boundary of this Tract as follows:

- South 85°44'06" West, with the North line of the said Right-of-Way Closure, the said apparent South Right-of-Way line, 3.000 Feet, for a corner of this Tract;
- North 04°32'56" West, 53.073 Feet, for a corner of this Tract;
- South 44°55'02" West, 81.193 Feet, to the said North line of the Right-of-Way Closure, the said apparent South Right-of-Way line, for a corner of this Tract;
- South 85°44'06" West, with the said North line of the Right-of-Way Closure, the said apparent South Right-of-Way line, 12.239 Feet, for the Southwest corner of this Tract;
- North 44°55'02" East, 107.087 Feet, to a point on the apparent North Right-of-Way line of the said Elizabeth Street, being the South boundary line of a 2.5 Foot Wide

Right-of-Way Closure, described in the said Volume 643, Page 144, of the Deed Records of Nueces County, Texas, for the Northwest corner of this Tract;

- North 85°44'09" East, with the said apparent North Right-of-Way line, 23.132 Feet, for the Northeast corner of this Tract;
- South 44°55'02" West, 36.279 Feet, for a corner of this Tract;

- **Thence**, South 04°32'56" East, 46.284 Feet, to the **Point of Beginning**, containing 0.028 Acres (1,227 SqFt) of Land, more or less.

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.

Unless this fieldnotes 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
A handwritten signature in blue ink, appearing to read "James D. Carr", written over the printed text "URBAN ENGINEERING".

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

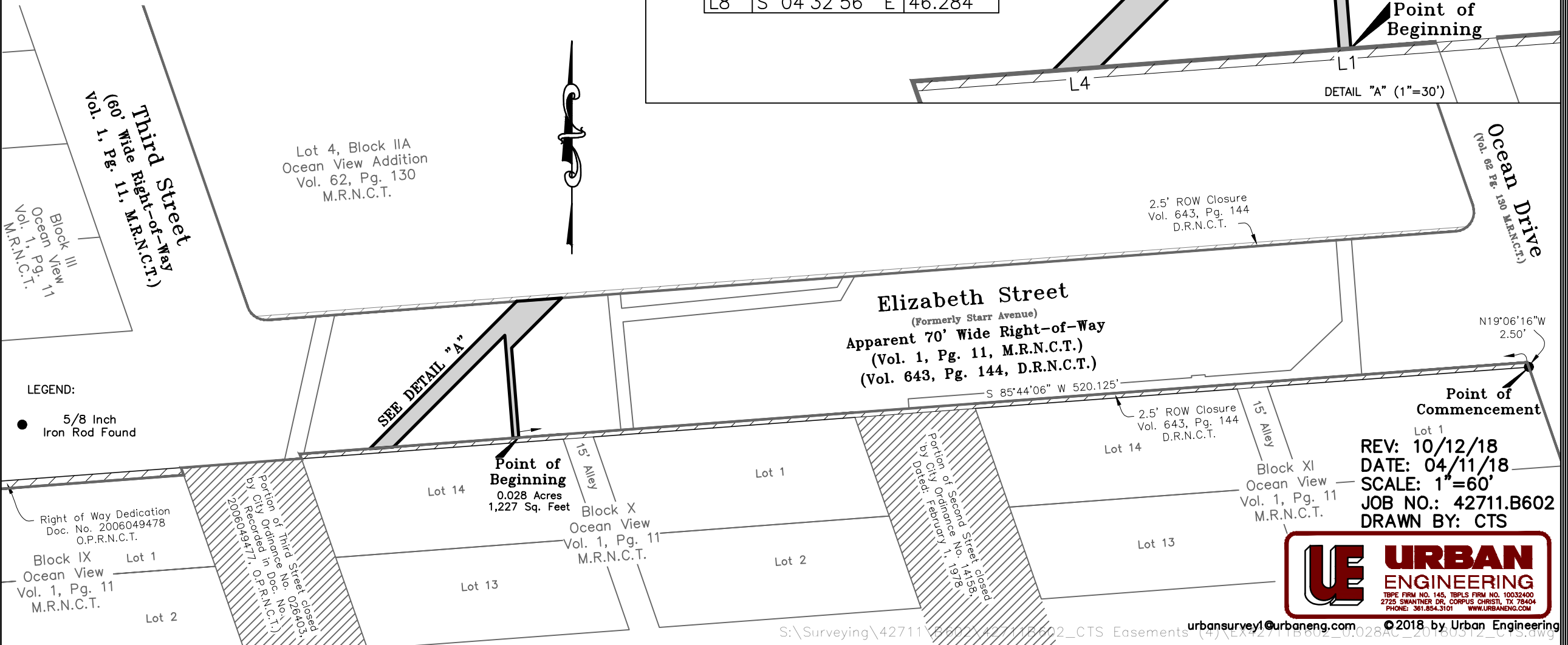
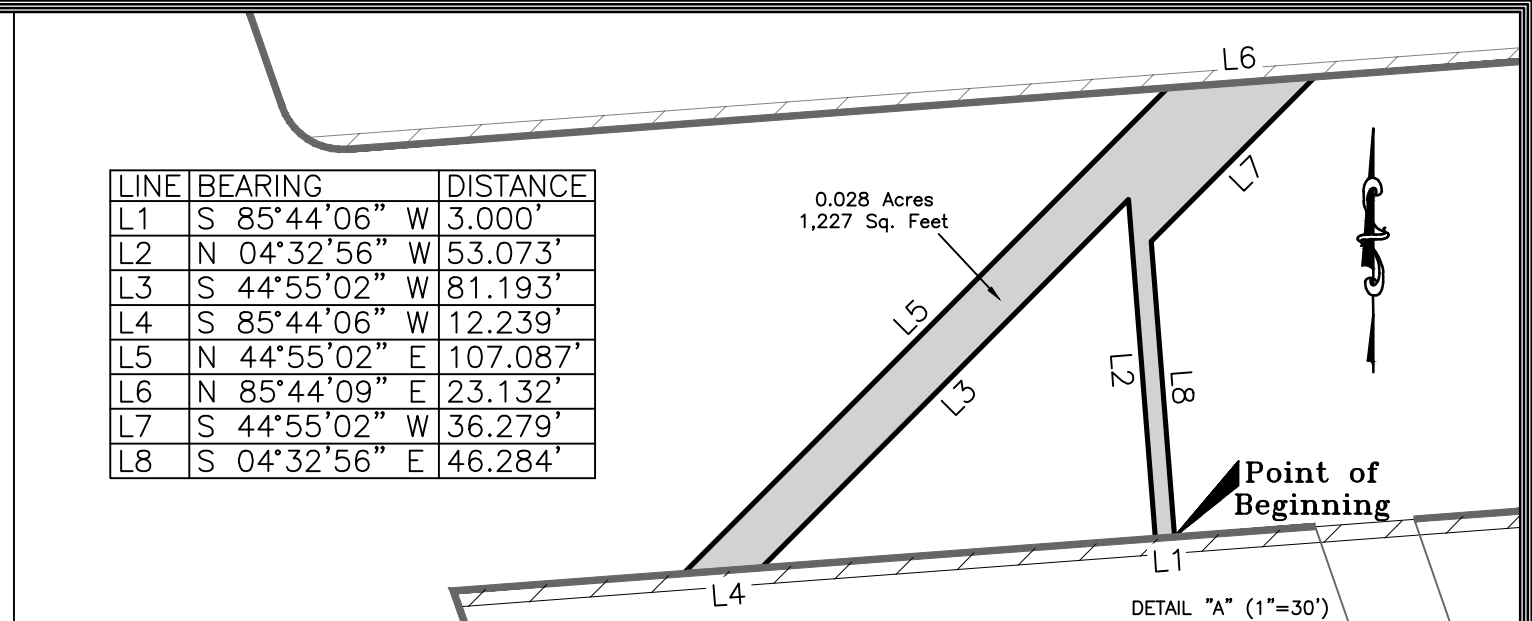
Exhibit F

Sketch to Accompany

Fieldnotes, for a 0.028 Acre, Use Privilege Agreement Easement, being a portion of Elizabeth Street Right-of-Way, an apparent 70 Foot Wide Public Road (formerly known as Starr Avenue), as shown on the plat of Ocean View, a map of which is recorded in Volume 1, Page 11, of the Map Records of Nueces County, Texas.

Bearings based on GPS, NAD83 (2011), Texas Coordinate System of 1983, Texas South Zone 4205.

LINE	BEARING	DISTANCE
L1	S 85°44'06" W	3.000'
L2	N 04°32'56" W	53.073'
L3	S 44°55'02" W	81.193'
L4	S 85°44'06" W	12.239'
L5	N 44°55'02" E	107.087'
L6	N 85°44'09" E	23.132'
L7	S 44°55'02" W	36.279'
L8	S 04°32'56" E	46.284'



LEGEND:
 ● 5/8 Inch Iron Rod Found

URBAN ENGINEERING
TBPE FIRM NO. 145, TBPLS FIRM NO. 10032400
 2725 SWANTNER DR. CORPUS CHRISTI, TX 78404
 PHONE: 361.854.3101 WWW.URBANENG.COM

REV: 10/12/18
 DATE: 04/11/18
 SCALE: 1"=60'
 JOB NO.: 42711.B602
 DRAWN BY: CTS



Job No. 42711.B6.02

April 11, 2018

Rev: July 12, 2018

Exhibit G
0.016 Acre
Use Privilege Agreement Easement

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.016 Acre Use Privilege Agreement Easement, being portions of Elizabeth Street Right-of-Way, an apparent 70 Foot Wide Public Road (formerly known as Starr Avenue), and Third Street, a 60 Foot Wide Public Road, as shown on the plat of Ocean View, a map of which is recorded in Volume 1, Page 11, of the Map Records of Nueces County, Texas; the said 0.016 Acre Easement being more fully described as follows:

Commencing, at a 5/8 Inch Iron Rod Found, on the West Right-of-Way Line of Ocean Drive (formerly known as Bay View Avenue), being the Northeast corner of Block XI, of the said Ocean View, for the Southeast corner of a 2.50 Foot Wide Right-of-Way Closure, described in an Ordinance recorded in Volume 643, Page 144, of the Deed Records of Nueces County, Texas;

Thence, North 19°06'16" West, with the said West Right-of-Way line and the East line of the said Right-of-Way Closure, 2.50 Feet, to the apparent South Right-of-Way line of the said Elizabeth Street, for the Northeast corner of the said Right-of-Way Closure;

Thence, South 85°44'06" West, with the said apparent South Right-of-Way line, the North Right-of-Way line of the said Right-of-Way Closure, 631.028 Feet, to the **Point of Beginning** and a corner of this Tract;

Thence, over and across the said Elizabeth Street and Third Street, with the boundary of this Tract as follows:

- South 85°44'06" West, with the North line of the said Right-of-Way Closure, 2.095 Feet, to the East Right-of-Way Line of the said Third Street, for a corner of this Tract;
- South 19°09'20" East, with the said East Right-of-Way line, the West Right-of-Way line of the said Right-of-Way closure, 2.587 Feet, for the Northeast corner of a Right-of-Way Closure, described by City Ordinance 026403, recorded in Document No. 2006049477, of the Official Public Records of Nueces County, Texas and for a corner of this Tract;
- South 85°44'06" West, with the North Boundary line of the said Right-of-Way Closure, 8.726 Feet, for the Southwest corner of this Tract;

- North 12°32'43" East, 75.736 Feet, to a point on the apparent North Right-of-Way Line of the said Elizabeth Street, being the South boundary line of a 2.5 Foot Wide Right-of-Way Closure, described in the said Volume 643, Page 144, of the Deed Records of Nueces County, Texas for the Northwest corner of this Tract;
- North 85°44'09" East, with the South Right-of-Way line of the said Right-of-Way closure, the said apparent North Right-of-Way Line, 9.402 Feet, for the Northeast corner of this Tract;
- **Thence**, South 12°32'43" West, 73.124 Feet, to the **Point of Beginning**, containing 0.016 Acres (678 SqFt) of Land, more or less.

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.

Unless this fieldnotes 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, R.P.L.S.

License No. 6458

Exhibit H Sketch to Accompany

Fieldnotes, for a 0.016 Acre Privilege Agreement Easement, being portions of Elizabeth Street, an apparent 70 Foot Wide Public Road (formerly known as Starr Avenue), and Third Street, a 60 Foot Wide Public Road, as shown on the plat of Ocean View, a map of which is recorded in Volume 1, Page 11, of the Map Records of Nueces County, Texas.

Bearings based on GPS, NAD83 (2011), Texas Coordinate System of 1983, Texas South Zone 4205.

LINE	BEARING	DISTANCE
L1	S 85°44'06" W	2.095'
L2	S 19°09'20" E	2.587'
L3	S 85°44'06" W	8.726'
L4	N 12°32'43" E	75.736'
L5	N 85°44'09" E	9.402'
L6	S 12°32'43" W	73.124'

Third Street
(60' Wide Right-of-Way
Vol. 1, Pg. 11, M.R.N.C.T.)

0.016 Acres
678 Sq. Feet

Point of Beginning

Portion of Third Street closed
by City Ordinance No. 026403,
Recorded in Doc. No.
2006049477, O.P.R.N.C.T.)

DETAIL "A" (1"=30')

Lot 4, Block IIA
Ocean View Addition
Vol. 62, Pg. 130
M.R.N.C.T.

2.5' ROW Closure
Vol. 643, Pg. 144
D.R.N.C.T.

Ocean Drive
(Vol. 62, Pg. 130 M.R.N.C.T.)

Elizabeth Street
(Formerly Starr Avenue)
Apparent 70' Wide Right-of-Way
(Vol. 1, Pg. 11, M.R.N.C.T.)
(Vol. 643, Pg. 144, D.R.N.C.T.)

N19°06'16"W
2.50'

Point of Commencement
Lot 1

REV: 10/12/18
DATE: 04/11/18
SCALE: 1"=60'
JOB NO.: 42711.B602
DRAWN BY: CTS

SEE
DETAIL
"A"

Point of Beginning
0.016 Acres
678 Sq. Feet

LEGEND:
● 5/8 Inch
Iron Rod Found

Right of Way Dedication
Doc. No. 2006049478
O.P.R.N.C.T.

Block IX
Ocean View
Vol. 1, Pg. 11
M.R.N.C.T.

Portion of Third Street closed
by City Ordinance No. 026403,
Recorded in Doc. No. 2006049477,
O.P.R.N.C.T.)

Block X
Ocean View
Vol. 1, Pg. 11
M.R.N.C.T.

Portion of Second Street closed
by City Ordinance No. 1978,
February 1, 1978,
Vol. 1, Pg. 145B,
D.R.N.C.T.

Block XI
Ocean View
Vol. 1, Pg. 11
M.R.N.C.T.



urbansurvey1@urbaneng.com ©2018 by Urban Engineering

Location Map



REV: 10/12/18
DATE: 04/11/18
SCALE: NTS
JOB NO.: 42711.B6.02
DRAWN BY: CTS

EXHIBIT I





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): 213-443-2440	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Old Republic General Insurance Corp		24139
INSURED CHRHIHEA-05 CHRISTUS Health Attn: Risk Finance Department 919 Hidden Ridge Irving TX 75038	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1013980160

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

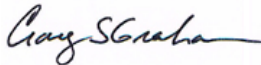
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A1GLN3001500	11/30/2015	11/30/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A1LWN3001500	11/30/2015	11/30/2019	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

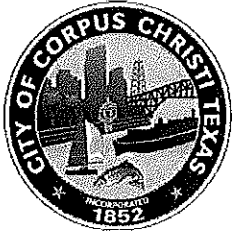
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Spohn Shoreline
The City of Corpus Christi is included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured. Waiver of Subrogation applies as required by contract. Ten (10) Days Notice of Cancellation.

CERTIFICATE HOLDER

CANCELLATION

The City of Corpus Christi, Traffic Engineering Division 1201 Leopard St. Corpus Christi TX 78401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



DISCLOSURE OF INTERESTS

EXHIBIT K

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. **Every question must be answered.** If the question is not applicable, answer with "NA".

NAME: Christus Spohn Health System Corporation
STREET: 600 Elizabeth Street CITY: Corpus Christi, Texas ZIP: 78404
FIRM is: Corporation Partnership Sole Owner Association Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Job Title and City Department (if known)
<u>N/A</u>	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Title
<u>N/A</u>	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Board, Commission, or Committee
<u>N/A</u>	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Consultant
<u>N/A</u>	_____
_____	_____

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Kelly Elkins Title: President
(Print Name)

Signature of Certifying Person: [Signature] Date: 7-8-16