

**BAYVIEW TOWER**

This is a lease entered as of the date immediately following the signatures below by and between:

**LESSOR:** Bayview Tower, LLC  
c/o Corpus Christi Realty Management, Inc.  
P.O. Box 81281  
Corpus Christi, TX 78468-1281

and

**LESSEE:** City of Corpus Christi  
Director of Parks and Recreation  
1201 Leopard Street  
Corpus Christi, TX 78401

**1. Leased Premises:** For the consideration and subject to the terms, provisions, and conditions set out below, Lessor lets and leases to Lessee and Lessee leases from Lessor approximately 6422 square feet of rentable area, known as Suite 200 (herein referred to as the "Leased Premises") on the (2nd) floor of Bayview Tower (herein referred to as the "Building"), located at 400 Mann Street in the city of Corpus Christi, Nueces County, Texas, said rentable area being more particularly shown on the floor plan attached hereto as Exhibit "A". Minor variations in rentable area shall not be a basis for any claim against Lessor or for any reduction in rent. The Leased Premises shall be used and occupied by Lessee solely as office space and for no other purpose.

**2. Term:** This Lease shall be for a term 60 months beginning on the 1st day of August, 2023, or completion of Tenant Improvements (herein referred to as the "Commencement Date"), and shall expire on the 31st day of July, 2028.

**3. Rent:**

a. Annual Period: Lessee covenants and agrees to pay Lessor, at its offices in Corpus Christi TX, as rent, the following:

Lease Period	Annual Rate PSF	Monthly Base Rent	Annual Base Rent
08/01/2023 – 07/31/2024	\$14.50	\$7,759.92	\$93,119.04
08/01/2024 – 07/31/2025	\$14.75	\$7,893.71	\$94,724.52
08/01/2025 – 07/31/2026	\$15.00	\$8,027.50	\$96,330.00
08/01/2026 – 07/31/2027	\$15.25	\$8,161.29	\$97,935.48
08/01/2027 – 07/31/2028	\$15.50	\$8,295.08	\$99,540.96

Such rent shall be paid to Lessor in advance and without demand, counterclaim or offset, on or before the first day of each calendar month.

Security deposit is \$7,759.92.

b. Second and Succeeding Annual Periods: To provide an equitable adjustment of rental to allow for increases in operating expenses incurred through the operation of the Building, the rental shall be adjusted in accordance with the following procedures:

Lessee shall pay as Additional Rental an amount equal to the Lessee's proportionate share of any increase in the actual Operating Expenses for each calendar year which exceed actual Operating Expenses incurred for 2023. Lessee's proportionate share shall be in such proportion as the area of the Premises bears to the rentable square footage of the Building in which the Leased Premises is located, to-wit: 5.39%. As soon as practicable after the end of each calendar year, Lessor shall prepare a statement of comparative Operating Expenses along with a computation of the Additional Rental due the Lessor. Within ten (10) days following receipt of said statement, Lessee agrees to remit any Additional Rental which maybe due Lessor. Lessor and Lessee agree that in the event of expiration or termination of this Lease, the Additional Rental for the current calendar year, or prorated portion thereof, shall be paid in one payment to the

Lessor within 30 days following receipt of Lessor's statement. In no event shall a credit be given to Lessee if Operating Expenses are under 2023 actual Operating Expenses.

Notwithstanding anything to the contrary set forth in this lease, Tenant's Share of Controllable Operating Expenses for the year 2024 and any subsequent calendar year shall not exceed five percent (5%) per calendar year on a cumulative and compound basis. For the purposes of this Lease, "controllable" Operating Expenses include all Operating Expenses other than the cost of all utility services, insurance premiums, and property taxes included in Operating Expenses.

The term "Operating Expenses", as used herein shall include all direct costs of administration, operation and maintenance of the Building and its appurtenances, as determined in accordance with generally accepted accounting practice and shall include the following by way of illustration but not limitation: real and personal property taxes, cost of tax consultant, or any tax levied wholly or partly in lieu of real or personal property taxes, insurance and the cost of labor, materials and services for the operations and maintenance of the Building and its appurtenances, including but not limited to license, permit and inspection fees, water and sewer charges, garbage and waste disposal, gas, electricity and other utilities, heat, air conditioning and ventilation repairs, elevator service, plumbing service and other normal repairs, janitorial and cleaning service, landscaping, parking lot cleaning and repairs and maintenance, pest control, maintenance contracts, watchmen, guards and personnel engaged in administration, operation and maintenance of the Building and its appurtenances together with payroll taxes and employee benefits applicable thereto, supplies, materials, tools, equipment and general costs, all accrued and based on a calendar year type operation but excluding Lessee alterations, depreciation on the Building and equipment therein, costs of capital nature, interest and executive salaries. If, for any reason, including imposition of governmental requirements, laws or regulations, Lessor shall expend monies directly or indirectly which are intended to reduce the energy consumption of the Building and which, by generally accepted accounting practice are treated as capital expenditures.

Notwithstanding anything to the contrary contained herein, the term "Operating Costs" as used herein shall expressly exclude the following:

(1) Costs of defects in the Building, the common areas adjacent thereto and the parking area and other facilities used in connection therewith, or the equipment used therein and the replacement of defective equipment to the extent such costs are covered by warranties of manufacturer, suppliers, or contractors, or are otherwise borne by parties other than Lessor, except that conditions resulting from ordinary wear and tear will not be deemed defects for the purpose of this category.

(2) Costs of bringing the Building, the common areas adjacent thereto and the parking area and other facilities used in connection therewith into compliance with building codes, laws, rules, regulations, ordinances, or any other governmental rules or requirements, including without limitation, the Americans With Disabilities Act of 1990.

(3) Costs of repairs or other work occasioned by fire, windstorm, or other casualty of an insurable nature, whether or not Lessor carries such insurance, and costs reimbursable to Lessor by governmental authorities in eminent domain or condemnation proceedings.

(4) Rental and other related expenses, if any, incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature, except equipment used in providing janitorial services and which is not affixed to the Building.

(5) Any other expenses or costs that, under generally accepted accounting principles, consistently applied, would not be considered a normal maintenance or

operating expense of the Building including, without limitation, losses due to uncollected rent or fees or reserves for bad debts.

(6) Any expenses that are or should be separately metered or billed directly to or separately paid by another Lessee or other third party.

(7) Costs of preparation of space, including build-out, renovating, or otherwise improving, changing, decorating, or redecorating space, for new Lessees, prospective Lessees, or other occupants in the Building, or vacant space in the Building except for routine, periodic repair, and replacement not considered to be capital items under generally accepted accounting principles, consistently applied.

(8) Costs incurred in removing the property or improvements of former Lessees or other occupants of the Building.

(9) Architectural fees, leasing commissions, attorney's fees, costs and disbursements, and other expenses incurred in connection with negotiations or disputes with Lessees, prospective Lessees, or other occupants of the Building and any such expenses incurred in connection with this Lease.

(10) Specific costs incurred for third parties (including other Lessees), including without limitation, above the Building standard electrical and/or janitorial services, and other services above the Building standard.

(11) All utility costs for which Lessee directly contracts with local utility companies.

(12) Costs, fines, interest penalties, attorney's fees, and costs of litigation incurred due to late payment of taxes (except for penalties associated with Lessor's good faith contest of real estate taxes), utility bills, ground rentals, or mortgage debt, and other such costs incurred by Lessor's failure to make such payments when due.

(13) Penalties, fines, and other costs incurred due to violations or alleged violations by Lessor, any other Lessee, or any third party of any laws, rules, regulations, codes, or ordinances.

(14) Costs incurred due to violations or alleged violations by Lessor, any other Lessee, or other occupant of the Building of the terms and conditions of any Lease or other rental arrangement covering space in the Building.

(15) Costs incurred in connection with the sale, refinancing, mortgaging, or selling, or change of ownership of the Building or the Property, including, without limitation, brokerage commissions, attorneys' and accountants' fees, loan brokerage fees, closing costs, interest charges, and taxes.

(16) Advertising and promotional expenditures.

(17) Expenses and costs relating in any way whatsoever to the identification, testing, monitoring and control, encapsulation, removal, replacement, repair, or abatement of any hazardous materials within the Building or the Property.

In the event that Lessee disagrees with Lessor's computation of Operating Costs, Lessee shall have the right to have Lessor's records audited by an independent certified public accountant selected by Lessee and approved by Lessor. In the event such audit determines that Lessor's computations were erroneous, the statement previously sent to Lessee shall be adjusted and the adjusted amount of excess Operating Costs shall be paid by Lessor to Lessee within thirty (30) days following Lessor's receipt of an adjusted statement. In the event that such audit determines that Lessee was overcharged by more than ten percent (10%), Lessor shall immediately upon demand reimburse Lessee for all cost and expense incurred by Lessee in connection with such audit.

c. **Past Due Rent:** Any installments of rent not received by Lessor by the fifth day of each month, shall be assessed a late charge equal to 10% of the total rental amount due. Rental payments not received by the last day of any given month shall be assessed an additional 10% late charge on the total delinquent balance. It is agreed that the late payment charge shall constitute liquidated damages to reimburse Lessor for the damages to Lessor in connection with the handling and processing of late rent installments.

d. **Holding Over:** Should Lessee hold the Leased Premises after termination of this Lease by lapse of time or otherwise, such holding over shall be deemed a month to month tenancy at a hold over rental equal to one hundred fifty percent (150%) of the amount stipulated herein as monthly rent installment for the last month of the Lease Term. Such rental shall be payable on the first (1st) day of each and every month during which holding over continues, in advance, until the tenancy is terminated in a manner provided by law. No receipt of money by Lessor from Lessee after termination of this Lease shall affect any prior notice given by Lessor to Lessee and no extension shall be valid unless in writing, signed by Lessor and Lessee. Lessor shall have the right, upon thirty (30) days written notice to Lessee, to prohibit any holding over or to terminate any month to month tenancy. Should Lessee hold the Leased Premises more than thirty (30) days after receipt of such written notice, Lessor shall have the right to proceed against Lessee for any additional damages caused thereby.

**4. Possession:** If Lessor is unable to give possession of the Leased Premises on the Commencement Date by reason of the holding over of any tenant or occupant of the Leased Premises or the Building of which the Leased Premises are a part, the Commencement Date of this Lease shall be adjusted to the date when the Leased Premises are ready for possession by Lessee regardless of whether Lessee actually takes possession of the Leased Premises on such date. Provided that any other provision hereof to the contrary notwithstanding, if Lessee is unable to take possession due to delays in completing work or remodeling required by Lessee, the rent and Commencement Date specified in this Lease shall be effective as herein specified.

**5. Repair and Maintenance:** Lessee shall take good care of the Leased Premises and Lessor shall have repaired, at Lessee's expense, any damage done to the Leased Premises or Building by Lessee, its agents, employees or visitors. Lessor shall, at its expense, maintain only the roof, foundation, the structural soundness of the exterior walls, heating and air conditioning systems, common areas, plumbing, elevators, electrical system including the changing of building standard light bulbs, and shall keep the paving and landscaping outside the Building in good repair and condition. Lessee shall make all repairs to the Leased Premises except as otherwise specified herein. Lessee shall at termination of this Lease, by lapse of time or otherwise, deliver the Leased Premises to Lessor in as good a condition as at commencement of Lessee's occupancy, ordinary wear and tear excepted.

**6. Assignment and Subletting:** Lessee shall have the right to assign its rights under this Lease or sublet the Leased Premises or any part thereof, with the prior written approval of Lessor, which consent shall not be unreasonably withheld. No assignment or subletting by Lessee shall relieve Lessee or any guarantor of any obligation under this Lease. Any attempted assignment or sublease by Lessee in violation of the terms and covenants of this paragraph shall be void.

**7. Entry:** Lessor shall have the right to enter the Leased Premises at all reasonable times for the purpose of examining and caring for the same or making repairs or additions. Lessor shall attempt to limit entries to make necessary repairs and alterations to such times so as not to interrupt Lessee's normal business routine, whenever practicable. During the last 60 days of the term, Lessor may exhibit the premises to prospective new tenants.

**8. Alterations and Improvements:** Lessee will make no alterations in or additions to the Leased Premises without Lessor's prior written consent. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture and equipment of Lessee) made in or upon the Leased Premises, either by Lessee or Lessor, shall be Lessor's property, and shall remain upon the Leased Premises at the termination of this agreement without compensation to Lessee. All of Lessee's personal property not promptly removed from the Leased Premises at the termination of this Lease shall be conclusively presumed to have been abandoned by Lessee and forthwith become Lessor's property.

**9. Compliance with Laws:** Lessor and Lessee shall comply with all laws, ordinances, rules and regulations of all governmental authorities pertaining to use and occupancy of the Leased Premises.

**10. Default by Lessee:**

- a. Each of the following shall constitute an "event of default" by Lessee:
1. The Lessee abandons all or any part of the Leased Premises; or
  2. The filing of a petition to declare Lessee a bankrupt or to delay, reduce or modify Lessee's debts or obligations, which action would materially affect Lessee's ability to perform its obligations hereunder or for the appointment of a receiver or trustee of Lessee or its property or for the winding up or liquidation of its affairs; or if Lessee makes an assignment for the benefit of Lessee's creditors or admits in writing Lessee's inability to pay the debts due; or
  3. The failure of Lessee to pay when due the rent or any other money payments due hereunder, or any part thereof, and such failure shall continue for a period of five (5) days following the receipt by Lessee from Lessor of notice of default specifying that the rent was not paid when due; or
  4. The failure of Lessee to fulfill or perform in whole or in part, any agreement or provision of this lease which is a material obligation upon Lessee, other than the payment of rent or any other money amounts due hereunder, and such failure or nonperformance shall continue for a period of ten (10) days after written notice thereof has been given by Lessor to Lessee.
- b. Upon the occurrence of any event of default, Lessor shall have the option to do any one or more of the following without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Lease:
1. Terminate this Lease. If Lessee shall fail to immediately surrender the Lease Premises after termination, Lessor may without notice and without prejudice to any other remedy Lessor may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel Lessee and its effects without being liable to prosecution or any claim for damages.
  2. Declare the entire amount of the total rent payable during the remainder of the City's existing fiscal year, which ends on September 30 of each year, to be due and payable immediately. Lessee agrees to pay the same to Lessor at once. The acceptance by Lessor of such rent shall not constitute a waiver of any default then existing or thereafter occurring.
  3. Enter upon and take possession of the Leased Premises as the agent of Lessee without terminating this Lease and without being liable to prosecution or any claim for damages. Lessor may relet the Leased Premises as the agent of the Lessee for a term or terms which may be less than the term hereof and may grant rent concessions and receive the rent. Lessee shall pay to Lessor on demand any deficiency that may arise by reason of such reletting. Lessor shall have no duty to relet the Leased Premises and the failure of Lessor to relet the Leased Premises shall not affect Lessee's liability for rent or for damages. Lessor shall not be required to pay Lessee any surplus of any sums received by Lessor on a reletting of the Leased Premises.
  4. Lessor may do whatever Lessee is obligated to do by the provisions of this Lease and may enter the Leased Premises, by force if necessary, in order to accomplish this purpose, without being liable to prosecution or any claim for damages. Lessee agrees to reimburse Lessor immediately upon demand for any expenses which Lessor may incur in thus effecting compliance with this lease on behalf of Lessee.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or provided by law.

**11. Fire and Casualty:**

a. Should the Leased Premises be damaged by fire or other casualty resulting from the fault or negligence of Lessee, Lessee's agents, employees, or invitees, such damage shall be repaired with reasonable and all due diligence, under the direction and supervision of Lessor and rent shall continue without abatement. The cost of such repairs, to the extent covered by Lessor's casualty insurance, shall be borne by Lessor and the excess, if any, by Lessee. In no event, however, shall Lessor be required to repair any improvements, alterations, or fixtures placed on the Leased Premises by Lessee or any items installed at the beginning of the term hereof by or at the request of Lessee other than building standard items.

b. Should the Leased Premises be damaged by fire or other casualty not caused by negligence or fault of Lessee, its agents, employees, licensees, or invitees, the following shall result:

1. Should the Leased Premises be rendered wholly unfit for occupancy and not be susceptible of repair within one hundred twenty (120) days after such damage, Lessee shall have the option to terminate this Lease as of the date of such damage and Lessee shall pay rent apportioned to the time of such damage and immediately surrender the Leased Premises to Lessor.
2. Should such damage, however, be susceptible of repair within a one hundred twenty (120) day period after occurrence, Lessor shall enter and make repairs without affecting this Lease, but the rent hereunder shall be reduced or abated as shall be equitable while such repairs are being made, unless such damage has been so slight as not to render a substantial part of the Leased Premises unfit for occupancy, in which case rent shall not be reduced. In no event, however shall Lessor be required to repair any improvements, alterations, or fixtures placed on the Leased Premises by Lessee or any items installed at the beginning of the term hereof by or at the request of Lessee other than building standard items.
3. In all cases due allowance shall be made for reasonable delay in effecting repairs where caused by delay, in adjustment of insurance, loss, strikes, labor difficulties, or any cause beyond Lessor's control.

**12. Casualty Insurance:** Lessor shall, at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance, insuring the Building against loss or damage by fire, explosion or other hazards and contingencies in amounts reasonably determined by Lessor. Lessor shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Lessee may bring or obtain upon the Leased Premises, or any other or additional improvement which Lessee may construct thereon or which may be constructed thereon by Lessor at Lessee's expense. Lessee agrees that all personal property upon the Leased Premises shall be at the risk of Lessee only and the Lessor shall not be liable for any damage thereto or theft thereof.

**13. Liability Insurance:** It is hereby expressly understood and agreed by the parties and Lessee is a self-insured Texas home rule municipality and will self-insure itself against all claims, demands or actions arising out of or in connection with the Lessee's use or occupancy of the Leased Premises. Upon request of Lessor, Lessee will provide proper proof of self-insurance for the Lease Term. Liability limits are established and defined by Chapter 101 of the Texas Tort Claims Act. Liability limits are as follows: \$250,000 per person and \$500,000 for each single occurrence for liability. The City is also self-insured for \$500,000 per injury. The City also carries an excess/umbrella policy in addition which covers both.

The Self Insurance Fund was created by the City of Corpus Christi in accordance with generally accepted accounting practices through actuarially calculated annual contributions. Lessee agrees upon the commencement date of this Lease, to supply Lessor with a Letter of Self Insurance evidencing such insurance coverage.

**14. Mechanic's and Materialmen's Liens:** Lessee will not permit any mechanic's or materialmen's lien or liens to be placed upon the Leased Premises or the Building or improvements thereon during the Lease term caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Lessee. In the case of the filing of any such lien, Lessee will pay and discharge the same within ten

(10) days after the filing thereof. If Lessee shall fail to pay and discharge such mechanic's or materialmen's lien within such period, then, in addition to any other right or remedy of Lessor, Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof (without inquiry as to the validity thereof), and any amounts so paid or incurred by Lessor, including expenses, interest and attorney's fees, shall be paid by Lessee to Lessor on demand.

**15. Condemnation of Premises:** Should the Leased Premises or the Building be taken or condemned in whole or in part for public purposes, then the term of this Lease, if the Leased Premises are directly affected by such taking, shall, forthwith terminate and Lessor shall receive the entire award from such taking. Lessee hereby waives any right to any portion of such award. The foregoing shall not prohibit Lessee from making any separate claim against the condemning authority for the loss of the fixtures of Lessee or the moving expense of Lessee.

**16. Rules and Regulations:** Lessee shall comply with the rules and regulations attached to this Lease and any Exhibit made a part hereof, as well as all reasonable changes therein and additions thereto that may from time to time be made by Lessor for the operation and protection of the Building and the protection and welfare of its tenants and invitees. Changes and additions shall become effective and a part of this Lease upon delivery of a copy thereof to Lessee.

**17. Lessor's Right to Assignment:** Lessor shall have the right to transfer, assign, mortgage and convey, in whole or in part, the Building and any and all of its rights under this Lease, and nothing herein shall be construed as a restriction upon Lessor's so doing. Upon such assignment Lessor shall be automatically freed and relieved of any and all liability of any type for the performance of any acts or any damages accruing subsequent to the date of such assignment, it being understood and agreed that the covenants and liability hereunder, if any, shall be binding upon Lessor, its successors and assigns, only during and in respect of their respective periods of ownership.

**18. Subordination to Liens:** Lessee hereby subordinates this Lease to any mortgage or mortgages or other liens which do now or may hereafter from time to time cover the Building or the land upon which the Building and its appurtenances are situated. Any such mortgage or mortgages or similar instruments, whenever recorded, shall be superior and prior in lien to this Lease, and Lessee agrees to execute any instruments which may be deemed necessary or desirable to further effect the subordination of said lease to such mortgages, liens or instruments, or any of the same, so long as the instruments are in a form that is reasonably acceptable to the City Attorney. Upon Lessee's refusal after reasonable notice to execute any such instruments, the Lessor may cancel this Lease and the term hereby granted shall thereupon cease and come to an end, provided however that any such mortgagee shall agree not to disturb the possession of Lessee and shall recognize Lessee's rights hereunder in the event such mortgagee obtains possession of the Building of which the Leased Premises are a part through foreclosure or otherwise for so long as Lessee is not in default hereunder. If such mortgagee shall obtain possession of the Building, Lessee covenants and agrees to attorn to any such mortgagee, its successors and assigns so long as such mortgagee agrees not to disturb Lessee's quiet enjoyment of the Leased Premises and recognizes Lessee's rights hereunder.

**19. Notices:** All notices and communications between the parties hereto shall be in writing and may be directed and personally delivered to or mailed by certified mail with return receipt requested to the respective parties hereto at the addresses shown herein. Either party may change such address upon giving the other party written notice of such change.

**20. Services by Lessor:** Lessor shall furnish or make available to Lessee, while Lessee is actually occupying the Leased Premises and so long as Lessee is not in default under this Lease, the following:

a. Janitor and cleaning service for the Leased Premises on a five (5) days per week basis, including such exterior window washing and wall cleaning as may in the judgment of Lessor be reasonably required.

b. Electricity for lighting, electric typewriters, adding machines, standard office reproduction machines, personal computers and similar light office equipment. Any unusual need of electricity, including air conditioning costs therefor, such as for data processing equipment, blueprint equipment, or printing equipment will be supplied by Lessor and paid for by Lessee as metered by Lessor, the cost of such metering to be at the expense of Lessee.

c. Cold water for drinking, lavatory and toilet purposes, drawn through fixtures installed by Lessor or with Lessor's consent, and hot water for lavatory purposes from regular building supply.

d. Lamp and ballast replacement for light fixtures included in building standard improvements.

e. Heating, ventilating and air conditioning service between 8:00 am and 6:00 pm, Monday through Friday and between 8:00 am and 1:00 pm, Saturday at such temperatures and in such amounts as are considered by Lessor to be reasonably required for comfortable use and occupancy under normal business conditions. Lessor shall furnish, at an additional charge to Lessee, heating, ventilating and air conditioning on Saturdays, Sundays and holidays only upon request of Lessee, who shall notify Lessor in writing at least twenty-four (24) hours prior to requiring such service.

Lessor does not warrant that any service will be free from interruption caused by repairs, renewals, improvements, change of service, alterations, strikes, lockouts, labor controversies, accidents or other causes beyond Lessor's reasonable control, and Lessor shall not be liable for any stoppage of service provided Lessor uses reasonable diligence to resume the service.

**21. Quiet Enjoyment:** Lessee, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Leased Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Lessor.

**22. Waiver of Subrogation:** Lessor and Lessee each hereby waive any and all rights of recovery, claim, action or cause of action against each other, their agents, officers, and employees, for any loss or damage that may occur to the Leased Premises, or any improvements thereto, or any personal property (whether that of Lessor or Lessee) in or on the Leased Premises or Building, by reason of fire, the elements, or any other cause to the terms of fire and extended coverage insurance policies of either party hereto, regardless of cause or origin, including negligence of the parties hereto, their agents, officers, and employees. Lessor and Lessee hereby agree immediately to give to each insurance company which has issued to them the aforesaid policies written notice of the terms of this waiver, and to have the insurance policies properly endorsed and furnish Lessor and Lessee, respectively, with insurance certificates evidencing such endorsements.

**23. Force Majeure:** Whenever a period of time is herein prescribed for action to be taken by either party, the party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or material, war, governmental laws, regulation or restrictions or any other causes of any kind whatsoever which are beyond the control of the party.

**24. Name of Building:** Lessor reserves the right to change the name of the Building at any time and from time to time.

**25. Signs:** No signs, symbols, or identifying marks shall be put upon the exterior of the building or in the windows, halls, elevators, stair cases, entrances, lobbies, parking areas or upon the doors by Lessee without the prior written approval of Lessor.

**26. Common Areas:** The use and occupation by Lessee of the Leased Premises shall include the use in common with others entitled thereto of the common areas, parking areas, service roads, loading facilities, sidewalks, and other facilities as may be designated from time to time by Lessor, subject, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor. All common areas and facilities described above shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this paragraph. Lessor shall have the right to construct, maintain, and operate lighting facilities on all said areas and improvements; to police same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; and to restrict parking by Lessee, its officers, agents, and employees to parking areas designated by Lessor.

**27. Estoppel Certificates:** Lessee agrees that it will from time to time upon request by Lessor execute and deliver to Lessor a statement in recordable form certifying (i) that



this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as so modified), (ii) the dates to which rent and other charges payable under this Lease have been paid, and (iii) that Lessor is not in default hereunder (or if Lessor is in default, specifying the nature of such default). Lessee further agrees that it will from time to time upon request by Lessor execute and deliver to Lessor an instrument in recordable form acknowledging its receipt of any notice of assignment of this Lease by Lessor.

**28. Hazardous Materials:** Lessee shall not, without Lessor's prior written consent, use, generate, release, spill, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, hazardous materials, toxic substances or any pollutants, contaminants or substances, defined as hazardous or toxic under any applicable federal, state, and local laws and regulations ("Hazardous Substances") in, on or about the Premises. In the event, and only in the event, Lessor approves such Release of Hazardous Substances on the Premises, Lessee agrees that such Release shall occur safely and in compliance with all applicable federal, state, and local laws and regulations.

**29. Non Smoking Building:** The Lessor has designated the Building as a "NON SMOKING" Building in accordance with City Ordinance 743. The term "smoke" or "smoking" as used herein shall mean:

- a. Possessing a lighted pipe, cigar or cigarette of any kind or any other lighted smoking equipment or device;
- b. The combustion of any cigar, cigarette, tobacco product, or any other combustible substance in any form; or
- c. Emitting or exhaling the smoke of a pipe, cigar, cigarette, tobacco product, or any other combustible substance of any kind.

Notwithstanding the above, SMOKING BY LESSEE AND LESSEE'S EMPLOYEES AND INVITEES SHALL BE PROHIBITED IN ANY AREA OF THE BUILDING including but not limited to hallways, restrooms, elevators, entrances, tenant lease spaces, stairwells, storage areas, common areas and any and all other interior areas of the BUILDING. Violation of this lease covenant shall be considered a default of lease.

**30. Lessor's Right of Relocation:** Lessor and Lessee hereby agree that Lessor shall have the right to relocate Lessee during the term hereof, to comparable office space within the Building at Lessor's expense. Lessor shall incur the cost of moving Lessee's furniture and standard telephone lines and equipment and shall in addition thereto grant Lessee a \$100.00 stationary change allowance if Lessee's suite number changes as a result of the relocation. In the event Lessor requires Lessee to relocate and comparable suitable office space is unavailable in the Building, this Lease shall terminate sixty (60) days after Lessee reasonably determines that the comparable space offered by Lessor, if any, is unsuitable for Lessee. Lessee shall have fifteen days from receipt of notification from Lessor, of the need for relocation, to determine whether the comparable space offered by Lessor is suitable. Lessee shall have final discretion on the comparability and suitability concerning the relocation of office space; however said discretion shall be reasonable.

**31. Counterparts:** This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Any photostatic, facsimile or electronic reproduction of the executed Lease shall constitute an original.

**32. Appropriation Clause:** All parties recognize that the continuation of this Lease agreement after the close of the fiscal year of the Lessee, which fiscal year ends on September 30th of each year, shall be subject to appropriations and budget approval providing for this Lease agreement as an expenditure in said budget. Lessee does not represent that the budget item will be actually adopted, said determination being within the sole discretion of the City Council at the time of adoption of such budget. The parties agree that payment of monthly rental rate is subject to annual appropriation of funds for this Lease agreement by the City of Corpus Christi. If the Lease is not a budget item for any fiscal year, then this Lease terminates September 30th of the last fiscal year for which Lease funds have been appropriated.

**33. Certificate of Interested Parties:** Consultant agrees to comply with Texas Government Code Section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement. Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts. Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.html](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html). The form must then be printed, signed, and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

**34. Conflict of Interest:** Consultant agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

**35. Miscellaneous:**

a. Lessee and Lessor agree that, unless and except as hereinafter specified, there are no verbal representations, understandings, stipulations, agreement or promises pertaining hereto not incorporated herein. In addition, no provision of this Lease shall be altered, waived, amended or extended, except in writing signed by the proper authorities of both Lessee and Lessor.

b. Lessee's taking possession of the Premises shall constitute its acknowledgment that it has inspected the Premises, is satisfied therewith and that the Premises are in good condition and acceptable to Lessee.

c. The provisions of this Lease shall be binding upon and inure to the benefit of Lessor and Lessee, respectively, and to their respective successors, assigns, heirs, and personal representatives.

d. This Lease shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performed in Nueces County, Texas.

e. All exhibits attached hereto are incorporated herein and made a part hereof.

f. In construing the terms of this Lease, the pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

g. The headings of the paragraphs and subparagraphs of this Lease are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor limit, define or describe the scope or intent of this Lease.

h. This Lease shall be executed in multiple counterparts, each of which shall be deemed originals, but all of which, taken together, shall constitute but one and the same lease.

i. Lessee is allotted up to fifteen (15) unreserved garage parking spaces at no additional cost.

INTENTIONALLY LEFT BLANK

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LESSOR: BAYVIEW TOWER, LLC**

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

Name: Kelly Long

Title: Managing Member

**LESSEE: CITY OF CORPUS CHRISTI**

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

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

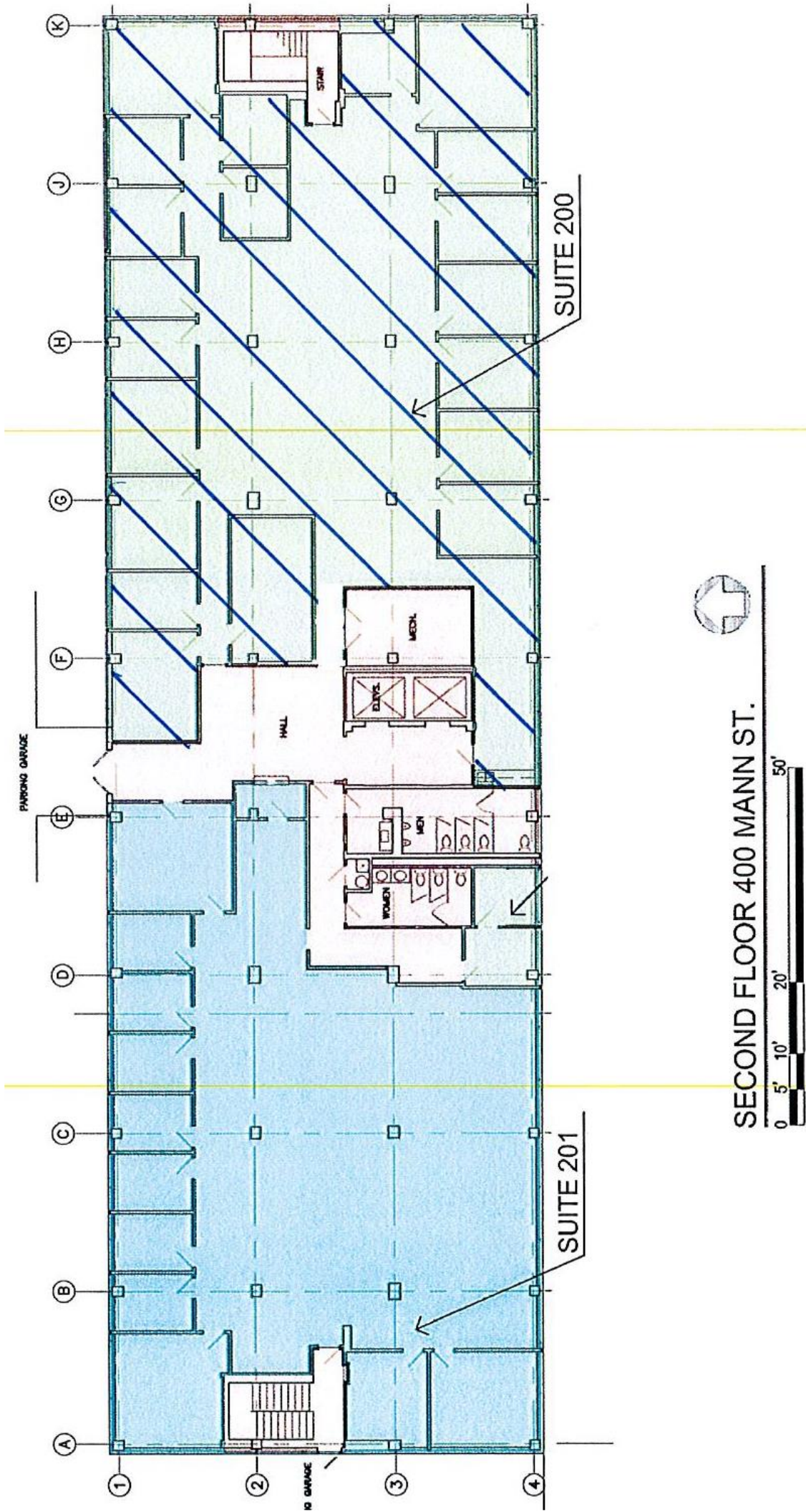
Title: \_\_\_\_\_

SS/Tax ID: \_\_\_\_\_

**Attachments:**

- Exhibit "A" – Site Plan
- Exhibit "B" – Building Regulations
- Exhibit "C" – Work Letter Agreement

**EXHIBIT "A"  
SITE PLAN**



SECOND FLOOR 400 MANN ST.



**EXHIBIT "B"**  
**BUILDING RULES AND REGULATIONS**

1. Sidewalks, doorways, vestibules, hall, stairways, and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the Leased Premises and for going from the Leased Premises and for going from one to another part of the Building.
2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by him, and Lessor shall not in any case be responsible therefore.
3. No signs, advertisements or notices shall be painted or affixed on or to any window or doors, or other parts of the Building, except of such color, size and style and in such places, as shall be first approved in writing by Lessor. No nails, hooks or screws shall be driven or inserted in any part of the Building, other than the Leased Premises, except by the building maintenance personnel, nor shall any part be defaced by tenants.
4. Directories will be placed by Lessor, at its own expense, in conspicuous places in the Building. No other directories shall be permitted, unless previously consented to by Lessor in writing.
5. Tenants shall not do, or permit anything to be done in or about the Building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein, including, but not limited to, the burning of candles or oil lighting, or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules and regulations of any governmental authority.
6. Lessor shall have the power to prescribe the weight and position of iron safes or other heavy equipment. To distribute the weight of the equipment, Lessor may require that it stand on supporting devices approved by Lessor. All damage done to the Building by taking in or putting out any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.
7. A tenant shall notify the building manager when safes or other heavy equipment (not to exceed the load limit of elevators) are to be taken in or out of the Building, and the moving shall be done under the supervision of the building manager, after permission by Lessor. Persons employed to move such property shall be acceptable to Lessor.
8. Corridor doors, on multi-tenant floors, when not in use, shall be kept closed.
9. No furniture or bulky material of any kind will be received in the Building or carried up or down stairs or in the elevators, except in the manner and at the time specified by Lessor.
10. Each tenant shall cooperate with Lessor's employees in keeping Leased Premises neat and clean. Tenants shall not employ persons for the purpose of such cleaning without prior approval of the Lessor. Lessor shall be in no way responsible to tenants, their agents, employees, or invitees for any loss of property from the Leased Premises or for any damage to property thereon.
11. To insure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc., shall be delivered to any Leased Premises, except by person appointed or approved in writing by Lessor.
12. Should a tenant require telegraphic, telephonic, annunciator or other communication service, Lessor will direct electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as Lessor shall direct and same shall be at the sole cost and expense of Lessee. Electric current shall not be used for heating without Lessor's prior written permission.

13. Lessor shall, at reasonable hours, have the right to enter premises leased to tenants, to examine same or to make such alterations and repairs as may be deemed necessary.

14. No additional locks or bolts of any kind shall be placed upon any of the doors in the Leased Premises nor shall existing locks be changed or tampered with by Lessee without the consent of the Lessor. Duplicate keys for the premises shall be procured only from the Lessor, who shall charge \$5.00 per key. Upon the termination of the Lease, all keys to the premises shall be returned to Lessor.

15. Tenants shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.

16. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the Building, with the exception of seeing eye dogs.

17. Lessor reserves the right to require whatever measures necessary to insure the security of the Building, including, but not limited to, the registering of persons who enter the Building after normal office hours.

18. Lessor reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed.

**EXHIBIT "C"**  
**WORK LETTER AGREEMENT**

Prior to commencement of the term of this Lease, Lessor will, at its expense, unless otherwise stated herein, complete, alter, renovate and/or decorate the Leased Premises to conform to the floor plan attached hereto as Exhibit "C" and any specifications shown thereon. Throughout the Term of this Lease or any renewal thereof, Lessor shall not otherwise be required to make repairs or improvements to Leased Premises, except repairs necessary for safety and tenantability and customary office building maintenance.

**BAYVIEW TOWER**

**SUITE #200**

Room "A"

1. Sliding window to remain as is.
2. Add 1 new general purpose duplex electrical outlet.
3. Install 1 phone/data chase, (flex with string line run above ceiling).
4. Replace stained and damaged ceiling tile.
5. Patch holes and paint all walls.
6. Install new building standard carpet and carpet base.

Room "B"

1. Demo wall as shown on floor plan.
2. Build new insulated wall as shown on floor plan.
3. Add 1 new general purpose duplex electrical outlet.
4. Install 1 phone/data chase, (flex with string line run above ceiling).
5. Replace stained and damaged ceiling tile.
6. Tape, float, texture and paint new walls, patch holes and paint remaining walls.
7. Install new building standard carpet and carpet base.

Room "C"

1. Build new insulated wall as shown on floor plan.
2. Add 1 new general purpose duplex electrical outlet.
3. Install 1 phone/data chase, (flex with string line run above ceiling).
4. Replace stained and damaged ceiling tile.
5. Tape, float, texture and paint new walls, patch holes and paint remaining walls.
6. Install new building standard carpet and carpet base.

Room "D"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "E"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "F"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "G"

1. Replace stained and damaged ceiling tile.

2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "H"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "I"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "J"

1. Demo walls as shown on floor plan.
2. Build new insulated walls as shown on floor plan.
3. Install 1 new general purpose duplex electrical outlet.
4. Install 1 phone/data chase, (flex with string line run above ceiling).
5. Replace stained and damaged ceiling tile.
6. Tape, float, texture and paint new walls, patch holes and paint remaining walls.
7. Install new building standard carpet and carpet base.

Room "K"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "L"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "M"

1. Demo walls as shown on floor plan, (seal up old doorways).
2. Build new insulated walls as shown on floor plan, (install salvaged door and frame in new location).
3. Install new light switch and rewire all fixtures, (relocate fixtures as necessary).
4. Replace stained and damaged ceiling tile.
5. Tape, float, texture and paint new walls, patch holes and paint remaining walls.
6. Install new building standard carpet and carpet base.

Room "N"

1. Demo walls as shown on floor plan, (seal up old doorway).
2. Build new insulated walls as shown on floor plan, (install salvaged door and frame in new location).
3. Install new light switch and rewire all fixtures, (relocate fixtures as necessary).
4. Replace stained and damaged ceiling tile.
5. Tape, float, texture and paint new walls, patch holes and paint remaining walls.
6. Install new building standard carpet and carpet base.

Room "O"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

Room "P"



1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

#### Break Area "Q"

1. Install new laminated 20" deep countertops at bar height in 2 locations including all necessary blocking and supports as shown on floor plan.
2. Replace stained and damaged ceiling tile.
3. Patch holes and paint all walls.
4. Paint inside and out of existing cabinets.
5. Install new LVT floor and vinyl base, (to hash line on plan).

#### Open Area "R"

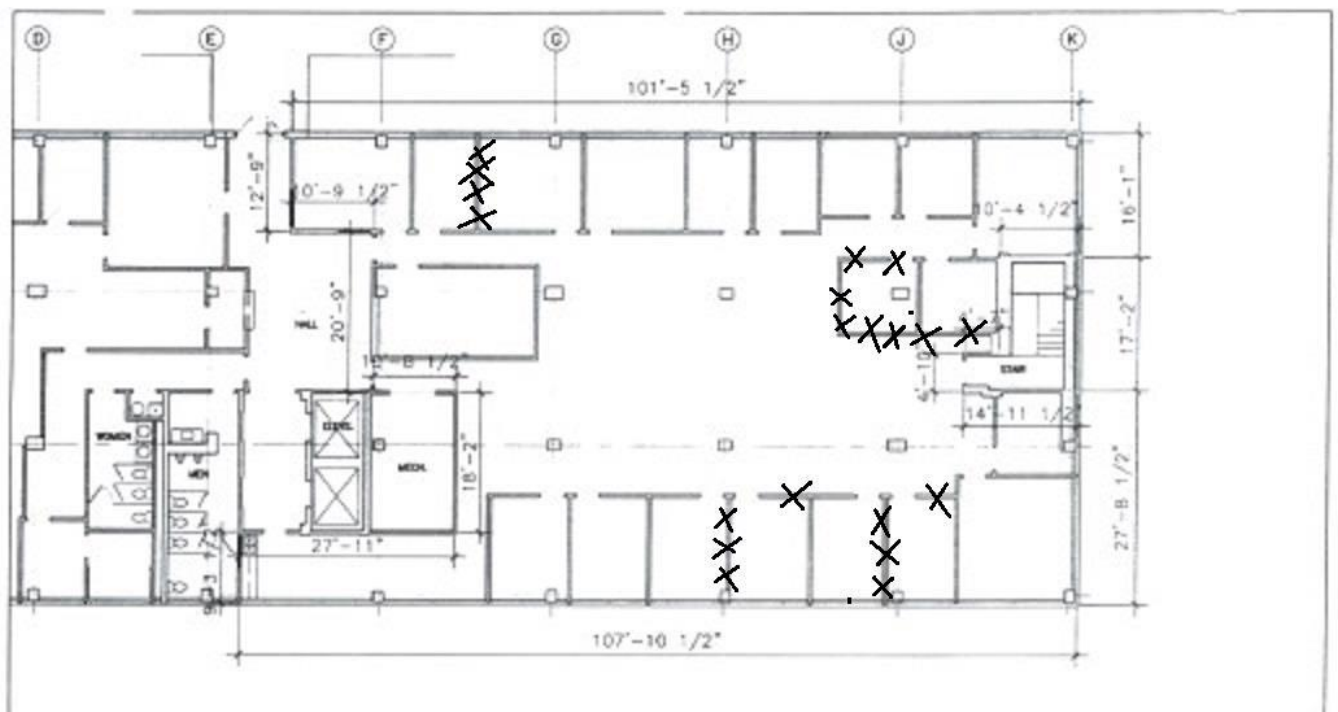
1. Build new insulated wall as shown on floor plan to seal off hallway to mechanical room.
2. Replace stained and damaged ceiling tile.
3. Tape, float, texture and paint new walls, patch holes and paint remaining walls.
4. Install new building standard carpet and carpet base.

#### Room "S"

1. Replace stained and damaged ceiling tile.
2. Patch holes and paint all walls.
3. Install new building standard carpet and carpet base.

#### General Notes:

1. Replace any stained or damaged ceiling tile.
2. Install new building standard carpet and carpet base in rooms except "Q", (color selection by tenant).
3. Install new LVT flooring and vinyl base in room "Q", (color selection by tenant).
4. Patch holes and paint all walls, (color selection by tenant).
5. All phone/data cabling, connections, and equipment by tenant.

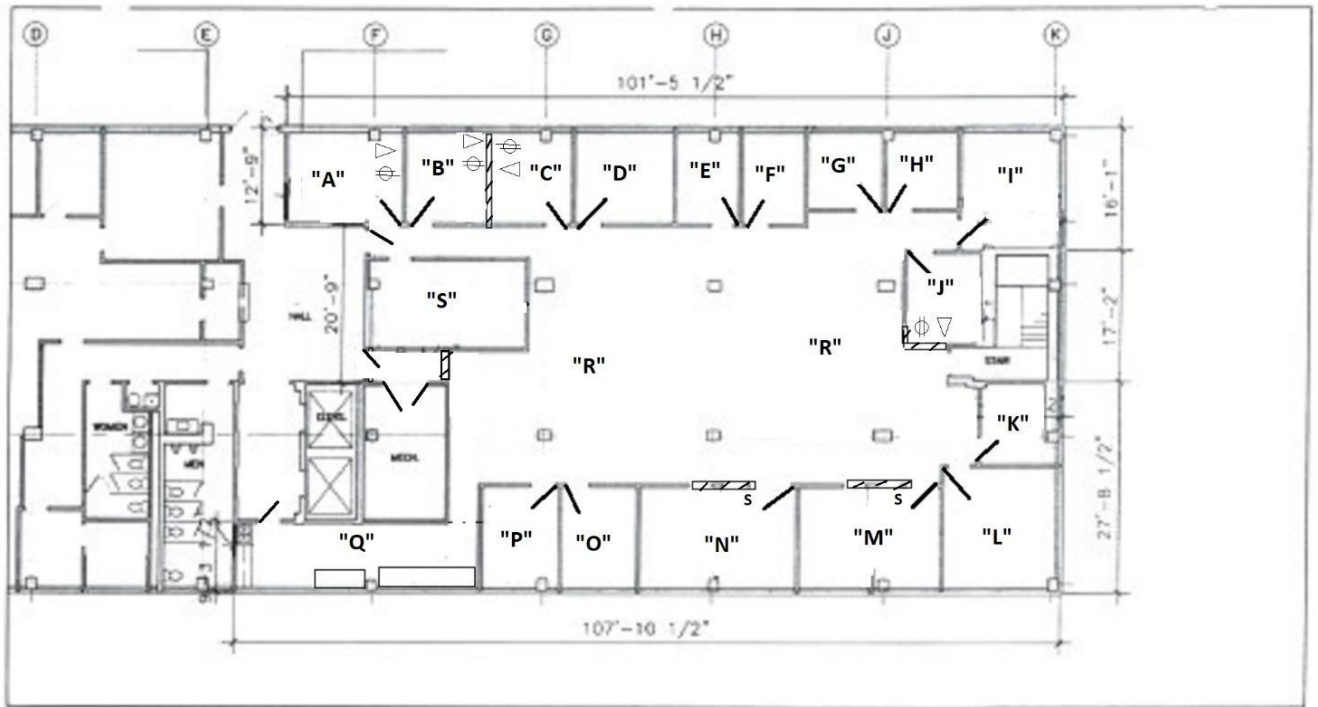


## BAYVIEW TOWER

SUITE 200  
400 MANN ST.  
CORPUS CHRISTI, TX

6476 RENTABLE S.F.

## DEMO PLAN



**BAYVIEW TOWER**

SUITE 200  
 400 MANN ST.  
 CORPUS CHRISTI, TX

**NEW PLAN**

6476 RENTABLE S.F.

CHARLIE SIMMS  
 10/30/2020  
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 csimms@charlesimms.com