

LEASE AGREEMENT

This Lease Agreement is made and entered into by CITY OF CORPUS CHRISTI, TEXAS, a Texas home-rule municipal corporation (the "CITY") and the REGIONAL TRANSPORTATION AUTHORITY, a metropolitan transit authority (the "RTA").

1. PREMISES: The CITY, in consideration of the RTA's payment of \$1.00 per month, and other good and valuable consideration including the performance of the covenants described herein, the receipt and sufficiency of which the City hereby acknowledges, leases to the RTA and authorizes it to utilize the following described land (the "Premises") for the purposes of establishing a temporary transfer location for the City Hall area while the Staples Street Station is undergoing reconstruction:

The designated areas in that tract of land bounded by Leopard, Sam Rankin, Mestina, and Josephine Streets, known as Block 10 of the Jones Addition, Nueces County, Texas, depicted on **Exhibit A** attached and described by metes and bounds on **Exhibit B**.

2. TERM: The term of this Lease shall be for a period of seven (7) months commencing on June 1, 2015, and expiring on December 31, 2015, subject to extension on a month-to-month basis pending the completion of the RTA's Staples Street Transit Station.

3. PERMITTED USE: The Premises shall be used for the operation of a temporary bus transfer station by the RTA.

4. IMPROVEMENTS: The RTA will perform all work necessary to construct the temporary bus transfer improvements on the Premises. At least two weeks prior to any proposed construction at the Premises, the RTA will submit the proposed construction and traffic control plans to the Assistant City Manager for Public Works & Utilities, or his designee, for review and comment. The RTA further will re-stripe the traffic lanes on Leopard Street as depicted on Exhibit A in order to accommodate the buses stopping at the designated bus stops made part of the temporary transfer station. All such improvements shall be constructed at the sole cost and expense of the RTA. Upon the expiration of this Agreement, all temporary facilities shall be removed from the Premises and the traffic lanes of Leopard Street re-striped to their original configuration, all at sole cost and expense of the RTA.

5. MAINTENANCE: The RTA accepts the Premises in their present condition, AS IS and WITH ALL FAULTS. The RTA shall throughout the term of this Agreement take good care of the Premises, and shall be responsible for and shall perform, or cause to be performed, all maintenance, including custodial maintenance, and repair of the Premises and the temporary facilities located thereon. Upon the expiration of this Agreement, the Premises shall be returned to the City in the same condition as at the commencement of this Agreement, normal wear and tear excepted.

6. UTILITIES: The RTA shall be responsible for obtaining any water, sewer, electricity and gas service connections required for use on the Premises; and the RTA shall pay all utility connection charges related thereto. During the term of this Agreement, the RTA shall further pay when due all charges and costs for any utilities consumed on the Premises. The City acknowledges that RTA shall submit request to the electric utility provider for additional street lighting at or near the Premises. RTA shall be responsible for payment of electricity associated with any RTA-requested street lighting.

7. COMPLIANCE WITH LAWS: The RTA agrees to comply with all laws, ordinances, orders, rules, regulations and requirements of federal, state and local governments, and of all of their departments, applicable to the Premises, including obtaining applicable building permits.

8. LIENS: The RTA shall not permit any mechanics' and materialmen's or other liens to be fixed or placed against the Premises and agrees to immediately discharge (either by payment or by filing the necessary bond, or otherwise) any such liens which are allegedly fixed or placed against the Premises.

9. MODIFICATIONS: No changes or modifications to this Agreement shall be made, nor any provisions waived, unless in writing, signed by a person authorized to sign agreements on behalf of such party.

10. LEASE RELATIONSHIP: It is specifically agreed and understood by the parties hereto that a landlord-tenant relationship is created under the terms of this Lease. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of partnership or of joint venture between the parties.

11. NOTICES: Any notices or other communications relating to this Agreement shall be made in writing and may be given by (a) depositing same in the United States mail, postage prepaid, certified mail, with return receipt requested, addressed as set forth in this section, or (b) delivering the same to the party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States mail. The notice addresses of the parties hereto shall, until changed in the manner of giving notices as provided herein, be as follows:

CITY: City of Corpus Christi
Attn: Director of Capital Programs
1201 Leopard Street
Corpus Christi, Texas 78401

RTA: Regional Transportation Authority
Attn: CEO
5658 Bear Lane
Corpus Christi, Texas 78405

11. **INDEMNITY AND HOLD HARMLESS.** Subject to the limitations of applicable law relating to Texas governmental entities, RTA agrees to indemnify, defend and hold harmless the City, its officers, employees, and agents against any and all liability, damage, loss, claims, demands, suits, and causes of action of any nature whatsoever on account of personal injuries, property loss or damage, or any other kind of damage, including all expenses of litigation, court costs, and attorney's fees, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with RTA's performance under this Lease or RTA's or any of its agents', employees', contractors', subcontractors', officers', or invitees' use, operation, or occupancy of the Premises and any improvements on the Premises. RTA shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

12. **INSURANCE.** The RTA will provide Certificate of Insurance naming the City as an additional insured. The RTA shall require any contractor at the Premises to provide a Certificate of Insurance naming the City as an additional insured on their General Liability and Auto Liability policies.

13. **ENTIRE AGREEMENT:** This written Agreement represents the entire agreement of the parties and may not be modified or amended except by written instrument signed by both the CITY and RTA.

Executed in duplicate on this effective date of _____, 2015.

CITY OF CORPUS CHRISTI, TEXAS

REGIONAL TRANSPORTATION
AUTHORITY

By: _____
Name: _____
Title: _____

By: 
M. Scott Neeley, CEO

Date: _____

Date: 1-22-15

Approved as to form: 1/23/2015


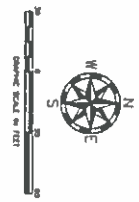
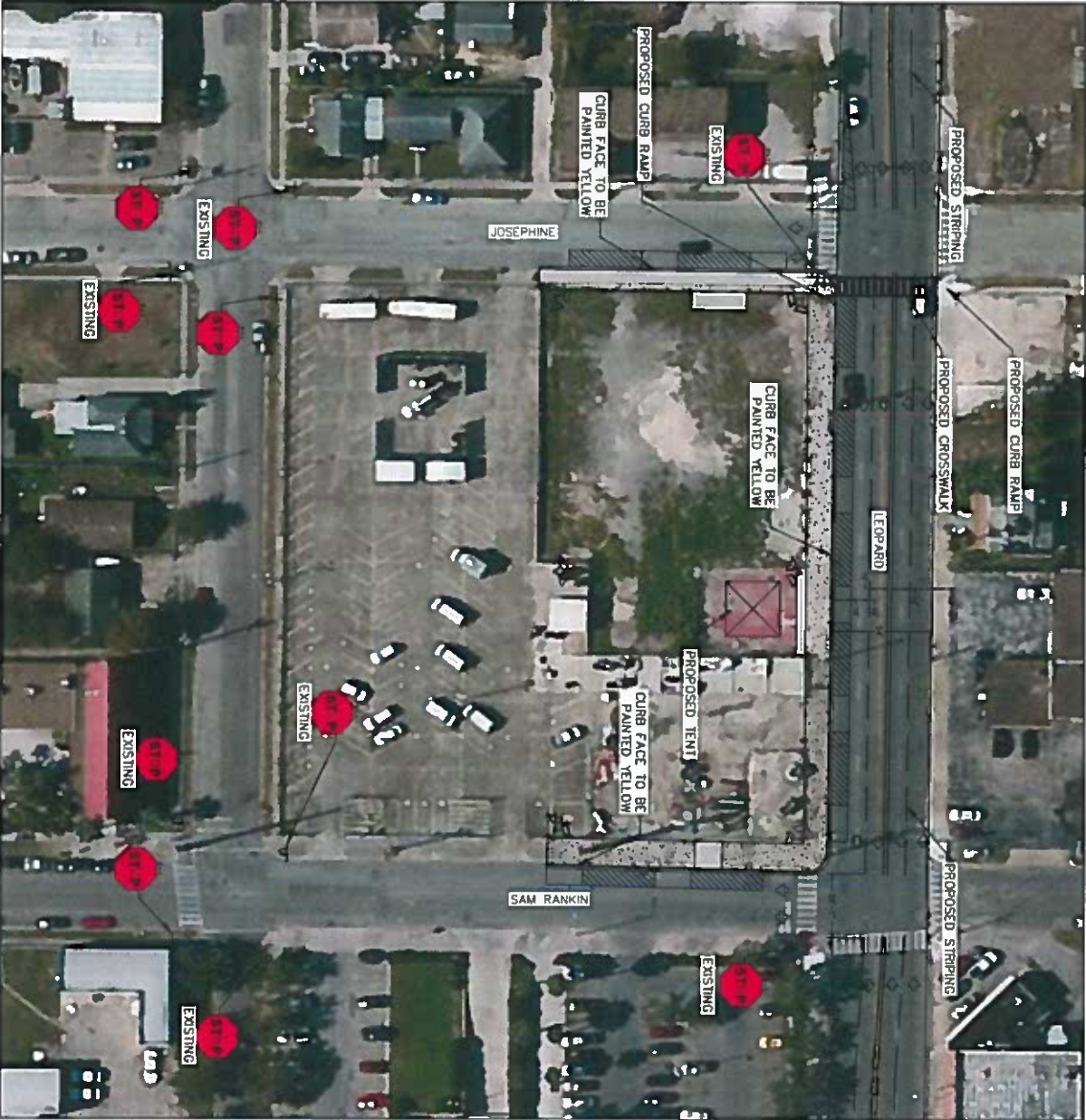

Lisa Aguilar
Assistant City Attorney
For City Attorney

EXHIBIT A



- LEGEND**
- BUS LOADING
 - PROPOSED SIDEWALK
 - EXISTING SIDEWALK
 - 2-400 WATT METAL HALIDE LIGHTS, 40' MOUNTING HEIGHT

Sheet 1 of 1

LEOPARD STREET
TEMPORARY BUS STAGING AREA
PRELIMINARY SITE EXHIBIT



OFFICE LOCATION:
4501 Galloway Ave
Corpus Christi, Texas 78411
P.O. Box 3088
Corpus Christi, Texas 78463
(361)-814-9600

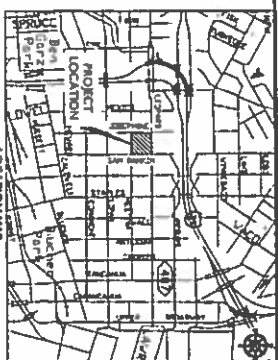
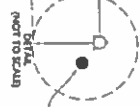
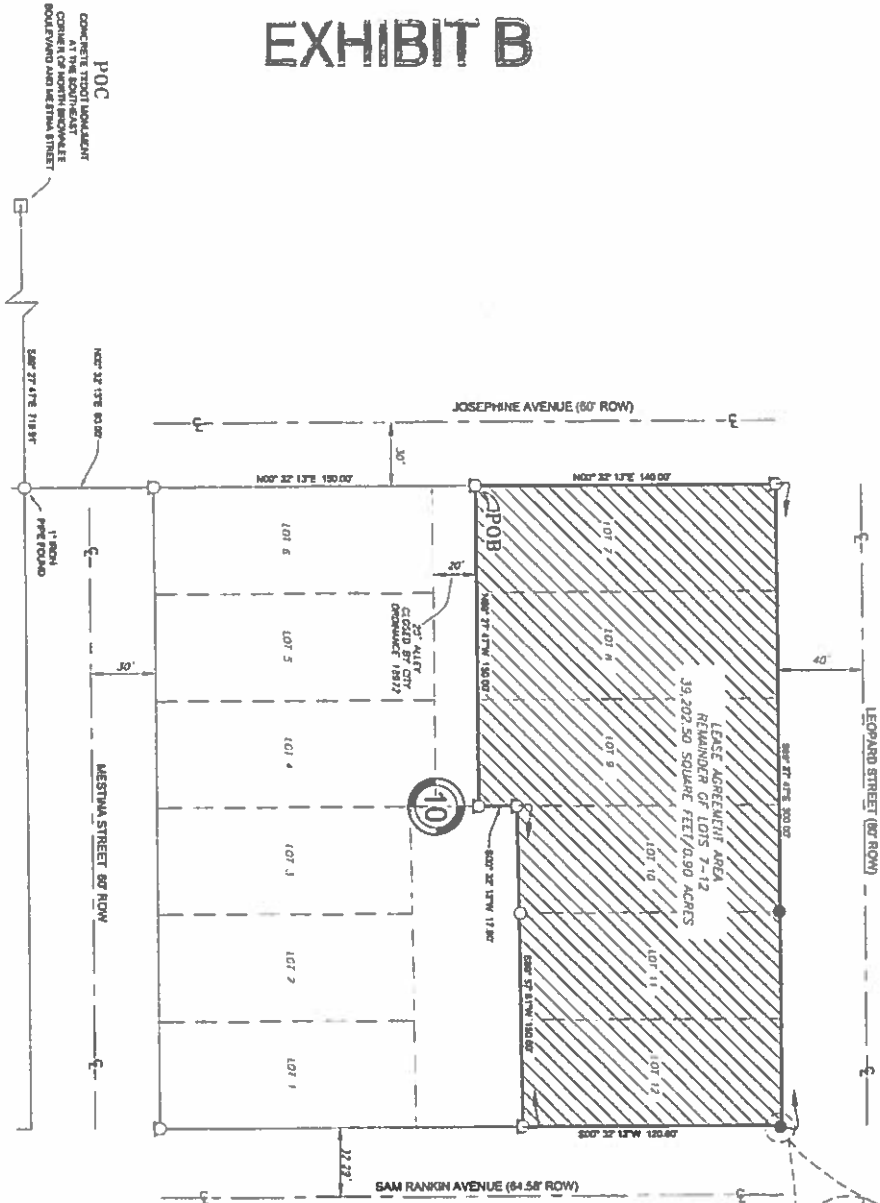
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF
GABRIEL J. ORTIZ
114464
01/15/2014
AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

Drawn By	REV	APPR	DESCRIPTION	DATE
Checked By				
Approved By				
Project No				
Scale				
Date				
Revision No				



EXHIBIT B

A LEASE AGREEMENT AREA IN BLOCK 10 OF THE JONES ADDITION TO CORPUS CHRISTI, TX VOLUME 3, PAGE 17, M.R., N.C., TX.



I, **Billy W. Barr Jr.**, Registered Professional Land Surveyor, hereby certify that this survey was prepared from an actual on the ground survey made under my direction and supervision, and represents the facts found of the lands of survey, and that this survey was prepared by me or under my direct supervision and is a true and correct copy of the original as approved by the Texas Board of Professional Land Surveying.

Billy W. Barr Jr.
Registered Professional Land Surveyor
Texas Registration No. 63114
Naismith Engineering, Inc.
Date: 1/22/15



- LEGEND:**
- = 1" IRON PILE FOUND
 - = 5/8" IRON ROD FOUND
 - (with dot) = CALCULATED POINT
 - (with dot) = CONCRETE TYPOT MONUMENT
 - (with cross) = POINT OF BEGINNING
 - (with triangle) = POINT OF CORNERING
 - M.R., N.C., TX = MAP RECORDS, NUCCS COUNTY, TEXAS
 - D.L., N.C., TX = DEED RECORDS, NUCCS COUNTY, TEXAS

- REFERENCES:**
- VOLUME 3, PAGE 17 TOL, N.C., TX.
 - VOLUME 119, PAGE 619 VOLUME 204, PAGE 532 VOLUME 202, PAGE 84 D.L., N.C., TX.

- GENERAL NOTES:**
- 1) THE SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.
 - 2) THIS SURVEY CANNOT CERTAIN AS TO UNRECORDED EASEMENTS AND/OR RIGHTS-OF-WAY THAT MAY IMPACT THE SUBJECT PROPERTY AND ARE NOT VISIBLE AND APPARENT. CAUTION MUST BE TAKEN WITH PRELIMINARY PLANS INDICATING EASED LINES NOT ON RECORD.
 - 3) NO DEED CONCERNING THE CURRENT OWNERSHIP OF LOT 10 WAS FOUND.
 - 4) ALL BEARINGS ARE GND BEARINGS MEASURED WITH THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NORTH AMERICAN DATUM OF 1983.

REVISION	DATE	COMMENT
1	1-22-2015	ADD AREA & MATHEMATICS

EXHIBIT B A LEASE AGREEMENT AREA IN BLOCK 10 OF THE JONES ADDITION TO CORPUS CHRISTI, TX VOLUME 3, PAGE 17, M.R., N.C., TX.

Naismith Engineering Inc
ARCHITECTURE & ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING

361-614-8800
361-614-4401

4501 COLLEGE ROAD 800 W 6TH ST/STE 200 789 E WASHINGTON 465 W POWER AVE
CORPUS CHRISTI, TX 78411 AUSTIN, TX 78702 BROWNSVILLE, TX 77822 VICTORIA, TX 77905
PH: (361) 614-8800 PH: (512) 708-4212 PH: (361) 943-1111 PH: (361) 700-6776
TX-61191-1951 ■ TX-61191-1951 ■ TX-61191-1951 ■ TX-61191-1951 ■ N.E. 100TH-0001 ■ N.E. 100TH-0001 ■ N.E. 100TH-0001 ■ N.E. 100TH-0001

EXHIBIT "B"

LEASE AGREEMENT AREA

A LEASE AGREEMENT AREA COVERING ALL OF THE REMAINDERS OF LOTS 7, 8, 9, 10, 11 & 12, BLOCK 10 OF THE JONES ADDITION TO CORPUS CHRISTI, TEXAS AS RECORDED IN VOLUME 3, PAGE 17 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS AND BEING DESCRIBED MORE PARTICULARLY BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a concrete TXDOT monument marking the intersection of the Eastern right-of-way line of North Brownlee Boulevard and the Northern right-of-way line of Mestina Street;

THENCE South 89°27'47" East 719.91' to a 1" iron pipe found marking the Northwestern corner of Lot 8, Block 1 of said Jones Addition to Corpus Christi, same point also being the intersection of the Eastern right-of-way of Josephine Avenue and the Northern right-of-way line of Mestina Street;

THENCE North 00°32'13" East 210.00' with the Eastern right-of-way line of Josephine Avenue to a calculated point for the Southwestern corner of Lot 7, Block 10 of said Jones Addition to Corpus Christi and the **POINT OF BEGINNING** of the herein described Lease Agreement Area;

THENCE North 00°32'13" East 140.00' with the Eastern right-of-way line of Josephine Avenue and the western line of said Lot 7 to a calculated point at the present Northwestern corner of Lot 7, Block 10 of said Jones Addition (10' previously taken from the Northern end of Block 10 for Leopard Street), said Northwestern corner also being the intersection of the Eastern right-of-way line of Josephine Avenue and the Southern right-of-way line of Leopard Street;

THENCE South 89°27'47" East 300.00' with the Southern right-of-way line of Leopard Street and the Northern lines of lots 7, 8, 9, 10, 11 and 12, Block 10 of said Jones Addition to a calculated point whence a 5/8" iron rod bears South 43°02'17" East a distance of 0.93', said calculated point being the Northeastern corner of Lot 12 and also being the intersection of the Southern right-of-way line of Leopard Street and the Western right-of-way line of Sam Rankin Avenue;

THENCE South 00°32'13" West 120.60' with the Western right-of-way line of Sam Rankin Avenue and the Eastern line of lot 12 to a calculated point for the Southeastern corner of Lot 12;

THENCE South 89°57'51" West 150.00' with the South lines of lots 12, 11 and 10 to a calculated point for the Southwestern corner of Lot 10, same point being in the Eastern line of Lot 9;

THENCE South 00°32'13" West 17.90' with the Eastern line of Lot 9 to a calculated point for the Southeastern corner of Lot 9;

THENCE North 89°27'47" West 150.00' with the Southern lines of Lots 9, 8, and 7 to the **POINT OF BEGINNING** at the Southwestern corner of Lot 7 and containing within these metes and bounds 39,202.50 square feet or 0.90 acres of land.

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, AND ALL DISTANCES ARE IN US SURVEY FEET. THIS METES AND BOUNDS DESCRIPTION ACCOMPANIES A SEPARATE MAP EXHIBIT "A".

BWB
Billy W. Barr Jr., RPLS
Texas Registration No. 6314
Naismith Engineering, Inc.
TBPE F#355 TBPLS#100395-00



Date 1/22/15