

Ordinance approving a lease estoppel to the ground lease with Dlugosch III, LLC (DBA The Texan Stores) at the Corpus Christi International Airport, acknowledging the ground lease and consenting to the Ground Lease Estoppel Certificate and Agreement; authorizing the City Manager to execute all documents necessary and related to the agreement; and provide for an effective date.

WHEREAS, the City of Corpus Christi (City) approved on second reading a ground lease with Dlugosch III, LLC, DBA The Texan Stores (The Texan) on November 11, 2025;

WHEREAS, in connection with The Texan's financing of the development and construction contemplated under the terms of the ground lease, The Texan's lender has requested that City recognizes the Ground Lease Estoppel Certificate and Agreement in order to clarify the respective rights, duties, and obligations of The Texan and lender and that City consents to assignment of the leasehold interest;

WHEREAS, The Texan has requested that the City agree to a ground lease estoppel and execute all documents as may be necessary and related to the loan transaction; and

WHEREAS, the City Council finds the terms of the Ground Lease Estoppel Certificate and Agreement beneficial and acceptable to the City.

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

SECTION 1. The City Council specifically finds that the foregoing statements included in the preamble of this ordinance are true and correct and adopts such findings related to the authorization of the lease estoppel and planned loan transaction.

SECTION 2. The City Council approves Ground Lease Estoppel Certificate and Agreement (Estoppel) and authorizes the City Manager or designee to execute all documents necessary and related to the Estoppel and loan transaction involving The Texan, as may be necessary and in substantially the same form as as presented for approval pursuant to this ordinance. A copy of that certain Estoppel is incorporated by reference into this ordinance as if fully set out here in its entirety. Following the closing date of The Texan's loan transaction, a fully executed copy of the Estoppel must be submitted by the Tenant and placed on file with the Office of the City Secretary.

SECTION 3. If, for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

SECTION 4. This ordinance is effective upon The Texan’s closing of the transaction stated in Section 2 of this ordinance. In the event The Texan’s closing is not concluded, this ordinance is null and void without any legal effect and without the necessity of further action taken by the City Council.

Introduced and voted on the ____ day of _____, 2026.

PASSED and APPROVED on the ____ day of _____, 2026.

ATTEST:

Paulette Guajardo, Mayor

Rebecca Huerta, City Secretary