

**AGREEMENT
BETWEEN CITY OF CORPUS CHRISTI AND NUECES COUNTY
REGARDING PARKER POOL PROPERTY PAYMENT FOR UTILITIES, USE OF AND
TRANSFER OF PROPERTY**

This Agreement is made and entered by and between the County of Nueces, hereinafter referred to as "County", and the City of Corpus Christi, a Texas home-rule municipal corporation hereinafter referred to as "City";

WITNESSETH:

WHEREAS, on July 22, 2014, the City entered into a Lease Agreement with Coastal Bend Friends of the Aquatics ("the Lease") regarding use of Parker Pool which provided that Coastal Bend Friends of the Aquatics agreed to utilize the Parker Pool for the purposes of providing a swim program for its membership and also requiring operation for a general public swim program for a minimum of 20 hours per week, weather and conditions permitting;

WHEREAS, the City has been providing for water and wastewater utilities and payments for electricity service for the Parker Pool property during the term of the Lease to date;

WHEREAS, the Corpus Christi City Council authorized the City Manager to execute all necessary documents to convey approximately acreage of land located at or near 654 Graham Road including the following improvements: the swimming facility known as "Parker Pool" including adjoining restroom facilities, (hereinafter referred to as "The Parker Pool Property") to Nueces County subject to the imposition of following reasonable terms and conditions in the conveyance documents including: (a) a restriction that The Parker Pool Property will be used by Nueces County in carrying out a purpose that benefits the public namely for public recreational swimming; (b) a reversion clause in the City's beneficial favor, if Nueces County ceases to use The Parker Pool Property for public recreational swimming purposes; and (c) the lease between the City of Corpus Christi and the Coastal Bend Friends of the Aquatics is to be assigned to Nueces County;

WHEREAS, upon transfer of Parker Pool Property Nueces County will need use of City-owned adjacent parking lot to serve those individuals visiting Parker Pool;

WHEREAS, the City as long as County operates Parker Pool for public recreational swim agrees to allow County access and use of the adjacent parking lot;

NOW THEREFORE, this contract is made and entered into by County and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("The Agreement"):

C2018-694 **EEMENT**
12/11/18
Ord. 031635

Nueces County

SCANNED

The purpose of the Agreement is to provide for the payment for water, wastewater and electricity costs for continued operation of Parker Pool Property during the period of this Agreement, to transfer the Parker Pool Property and to grant County a license to use the parking lot adjacent to Parker Pool, ("Parking Lot") herein set out in attached Exhibit B1.

2. DUTIES OF THE COUNTY

A. County agrees to execute all documents necessary to accept the assignment of the Lease and accept transfer of Parker Pool Property from the City.

B. County agrees to provide for operation of the Parker Pool Property as a public swimming pool, through the Lease or other means, with general public swim program open to the public for minimum of 20 hours per week, weather and conditions permitting and so long as City continues to provide payment as described herein for water, wastewater and electricity service for the property.

C. City agrees to allow County use of the Parking Lot, for parking by those visiting Parker Pool. This license for use of the Parking Lot shall continue as long as this Agreement is in effect. Parking Lot remains property of the City under its control, including maintenance.

3. DUTIES OF THE CITY

A. City agrees to execute all documents necessary to assign the Lease to the County and transfer the Parker Pool Property to the County.

B. City agrees to provide for payment for the water, wastewater and electricity service for Parker Pool Property during the term of this Agreement up to a total maximum amount of \$10,000 per City fiscal year, subject to annual appropriation of funds, and as long as the County continues to operate or provide for operation of the Parker Pool Property as a public swimming pool with general public swim program open to the public for minimum of 20 hours per week, weather and conditions permitting. The City agrees that it will appropriate the aforesaid funds for each year it appropriates funds for provision of aquatics to its citizens, which obligation shall expire the earlier of (1) the County's termination of this Agreement or (2) 25 years from the effective date of this Agreement.

4. TERM AND TERMINATION

This Agreement shall have term of one year beginning October 1, 2018 (the effective date) and continuing until September 30, 2019, and shall have automatic renewals for up to 24 successive additional annual renewal periods, unless earlier terminated by the County.

If there is noncompliance with one or more of the provisions contained herein, written notice shall be provided to the non-compliant party to cure or begin curing the default within ten (10) days of receipt of notice. If compliance has not been achieved within ten (10) days of receipt of said notice, this Agreement will terminate upon written notice of termination and listing one or more areas of continued noncompliance and obligations of each party under this Agreement shall cease as of date of termination.

5. **NOTICE**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY JUDGE:

County Judge
Nueces County Courthouse
901 Leopard, Rm 303
Corpus Christi, Texas 78401

TO THE CITY:

The City of Corpus Christi
City Manager
P. O. Box 9277
Corpus Christi, Texas 78469-9277

6. **NO WAIVER OF GOVERNMENTAL IMMUNITY**

County and City agree that both County and City shall each be responsible for their own negligent acts or omissions in the performance of this Agreement, without waiving any sovereign governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. Neither party shall incur any debts or obligations on the credit of the other party.

7. **VENUE**

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

8. **NONDISCRIMINATION**

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except by an instrument in writing executed by the parties hereto as herein provided.

10. **SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

11. **DEFAULT/WAIVER/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. **AMENDMENTS**

This Agreement may be modified or amended by written agreement of the parties. Modifications or amendments which do not change the essential purpose of this Agreement may be agreed to by the City Manager for the City and the County Judge for the County.

13. **APPROVAL**

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Nueces and the City of Corpus Christi in the manner provided by law.

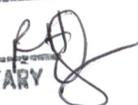
THE CITY OF CORPUS CHRISTI

By: 
Samuel Keith Selman
Interim City Manager
Date: 1/11/19

ATTEST: Rebecca Huerta
REBECCA HUERTA
CITY SECRETARY

APPROVED AS TO FORM:

By: Lisa Aguilar
Lisa Aguilar, Assistant City Attorney
For the City Attorney

Ord. 031635
BY COUNCIL 12/11/18

SECRETARY

NUECES COUNTY

By: *Samuel Loyd Neal, Jr.*
Samuel Loyd Neal, Jr.
County Judge

Date: *December 12, 2018*



Attest:

Kara Sands
Kara Sands
Nueces County Clerk

EXHIBIT B-1

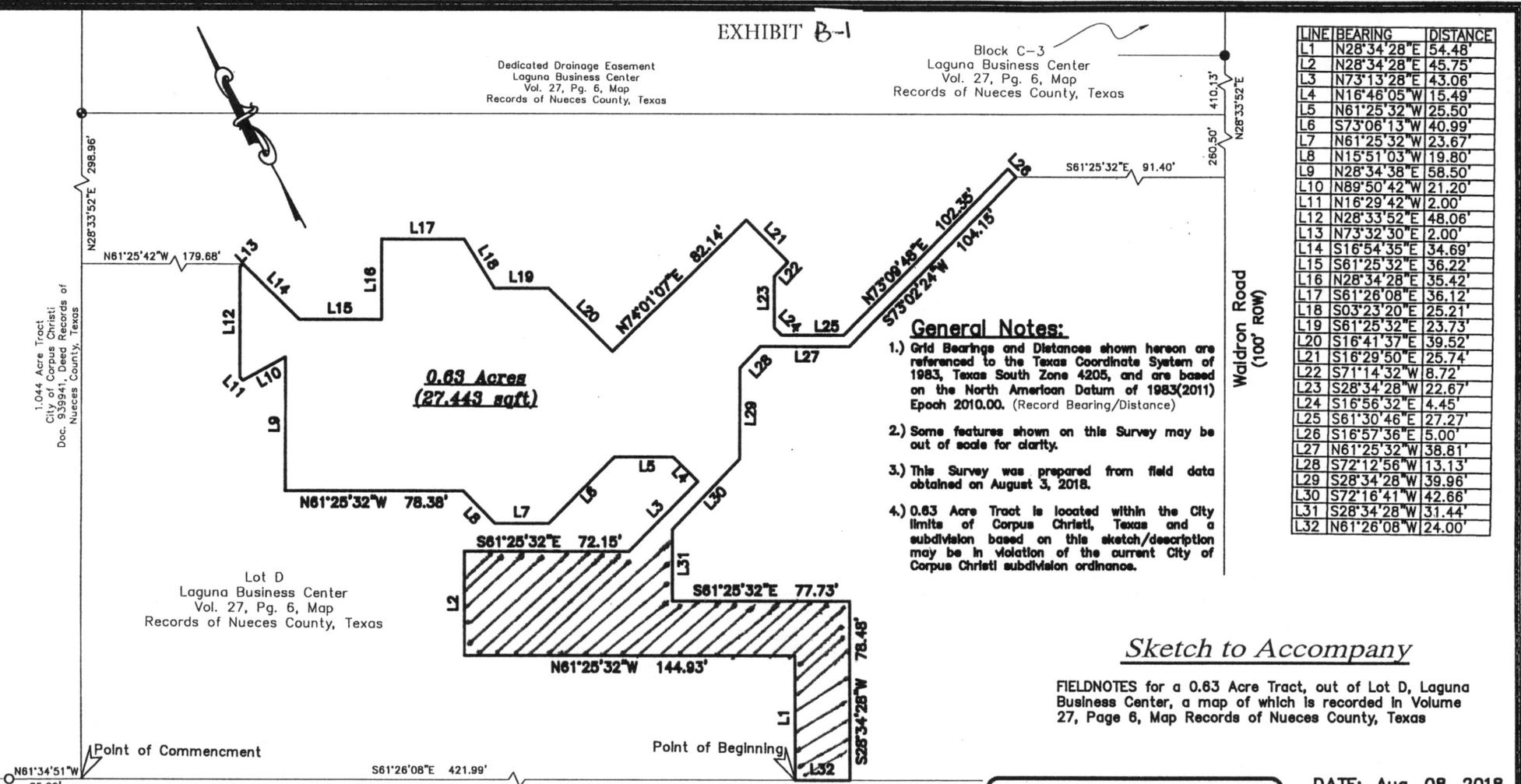
Dedicated Drainage Easement
Laguna Business Center
Vol. 27, Pg. 6, Map
Records of Nueces County, Texas

Block C-3
Laguna Business Center
Vol. 27, Pg. 6, Map
Records of Nueces County, Texas

1.044 Acre Tract
City of Corpus Christi
Doc. 939941, Deed Records of
Nueces County, Texas

Lot D
Laguna Business Center
Vol. 27, Pg. 6, Map
Records of Nueces County, Texas

0.63 Acres
(27,443 sqft)



LINE	BEARING	DISTANCE
L1	N28°34'28"E	54.48'
L2	N28°34'28"E	45.75'
L3	N73°13'28"E	43.06'
L4	N16°46'05"W	15.49'
L5	N61°25'32"W	25.50'
L6	S73°06'13"W	40.99'
L7	N61°25'32"W	23.67'
L8	N15°51'03"W	19.80'
L9	N28°34'38"E	58.50'
L10	N89°50'42"W	21.20'
L11	N16°29'42"W	2.00'
L12	N28°33'52"E	48.06'
L13	N73°32'30"E	2.00'
L14	S16°54'35"E	34.69'
L15	S61°25'32"E	36.22'
L16	N28°34'28"E	35.42'
L17	S61°26'08"E	36.12'
L18	S03°23'20"E	25.21'
L19	S61°25'32"E	23.73'
L20	S16°41'37"E	39.52'
L21	S16°29'50"E	25.74'
L22	S71°14'32"W	8.72'
L23	S28°34'28"W	22.67'
L24	S16°56'32"E	4.45'
L25	S61°30'46"E	27.27'
L26	S16°57'36"E	5.00'
L27	N61°25'32"W	38.81'
L28	S72°12'56"W	13.13'
L29	S28°34'28"W	39.96'
L30	S72°16'41"W	42.66'
L31	S28°34'28"W	31.44'
L32	N61°26'08"W	24.00'

General Notes:

- 1.) 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. (Record Bearing/Distance)
- 2.) Some features shown on this Survey may be out of scale for clarity.
- 3.) This Survey was prepared from field data obtained on August 3, 2018.
- 4.) 0.63 Acre Tract is located within the City limits of Corpus Christi, Texas and a subdivision based on this sketch/description may be in violation of the current City of Corpus Christi subdivision ordinance.

Sketch to Accompany

FIELDNOTES for a 0.63 Acre Tract, out of Lot D, Laguna Business Center, a map of which is recorded in Volume 27, Page 6, Map Records of Nueces County, Texas

Legend:

- 1/2 Inch Iron Rod Found
- ⊙ 1 Inch Iron Pipe Plinched Found
- 5/8 Inch Iron Rod Found

PARKING LOT

Graham Road
(60' ROW)

DATE: Aug. 08, 2018
SCALE: 1"=50'
JOB NO.: 43201.B8.06
SHEET: 1 OF 1
DRAWN BY: MDG
urbansurvey1@urbaneng.com
©2018 by Urban Engineering



Job No. 043201.B8.17
November 20, 2018

0.46 Acre Tract

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes, for a 0.46 Acre Tract, out of Lot D, Laguna Business Center, a map of which is recorded in Volume 27, Page 6, Map Records of Nueces County, Texas; said 0.46 Acre Tract, being more fully described by metes and bounds as follows:

Commencing, at the South corner of a 1.044 Acre Tract, as described in a Special Warranty Deed from Melba Welsh Chatham, Bea Weicher Irvin, Independent Executrix of the Estate of Jane Welsh Reyes, Agnes Welsh Reyes Eyster, and N. J. Welsh, III, to the City of Corpus Christi recorded in Document Number 939941, Official Public records of Nueces County, Texas, on the Northeast Right-of-Way line of Graham Road, a 60 foot wide public roadway, for the West corner of the said Lot D, from **Whence**, a 5/8 Inch Iron Rod Found, for the West corner of the said 1.044 Acre Tract, bears North 61°34'51" West, 85.09 Feet;

Thence, South 61°26'08" East, with the common boundary line of the said Lot D and Graham Road, 368.27 Feet, to a point on the said common boundary line;

Thence, North 28°34'28" East, departing the said Right-of-Way line, over and across the said Lot D, 100.24 Feet, to the **Point of Beginning** and for a corner of this Tract;

Thence, with the boundary of this Tract as follows:

- North 61°25'32" West, 19.05 Feet;
- North 73°13'28" East, 43.06 Feet;
- North 16°46'05" West, 15.49 Feet;
- North 61°25'32" West, 25.50 Feet
- South 73°06'13" West, 40.99 Feet;
- North 61°25'32" West, 23.67 Feet;
- North 15°51'03" West, 19.80 Feet;
- North 61°25'32" West, 78.38 Feet;
- North 28°34'38" East, 58.50 Feet;
- North 89°50'42" West, 21.20 Feet;
- North 16°29'42" West, 2.00 Feet;
- North 28°33'52" West, 48.06 Feet;
- North 73°32'30" East, 2.00 Feet, to the North corner of this Tract, from **Whence**, a Pinched Iron Pipe Found, for the North corner of Lot D, bears North 61°25'42" West, 179.68 Feet, North 28°33'52" East, 298.96 Feet;
- South 16°54'35" East, 34.69 Feet;
- South 61°25'32" East, 36.22 Feet;

- North 28°34'28" East, 35.42 Feet;
- South 61°26'08" East, 36.12 Feet;
- South 03°23'20" East, 25.21 Feet;
- South 61°25'32" East, 23.73 Feet;
- South 16°41'37" East, 39.52 Feet;
- North 74°01'07" East, 82.14 Feet;
- South 16°29'50" East, 25.74 Feet;
- South 71°14'32" West, 8.72 Feet;
- South 28°34'28" West, 22.67 Feet;
- South 16°56'32" East, 4.45 Feet;
- South 61°30'46" East, 27.27 Feet;
- North 73°09'48" East, 102.35 Feet;
- South 16°57'36" East, 5.00 Feet, to the East corner of this Tract, from **Whence**, a 1/2 Inch Iron Pipe Found, for the Southeast corner of Block C-3, Laguna Business Center, a map of which is recorded in Volume 45, Page 8, Map Records of Nueces County, Texas, bears South 61°25'32" East, 91.40 Feet, North 28°33'52" East, 670.63 Feet;
- South 73°02'24" West, 104.15 Feet;
- North 61°25'32" West, 38.81 Feet;
- South 72°12'56" West, 13.13 Feet;
- South 28°34'28" West, 39.96 Feet;
- South 72°16'41" West, 42.66 Feet;

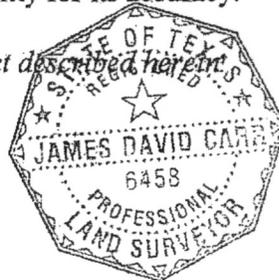
Thence, South 28°34'28" West, 9.69 Feet, to the **Point of Beginning**, containing 0.46 Acres (20,092 Square Feet) of Land, more or less.

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.

0.46 Acre Tract is located within the City limits of Corpus Christi, Texas and a subdivision based on this description may be in violation of the current City of Corpus Christi subdivision ordinance.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

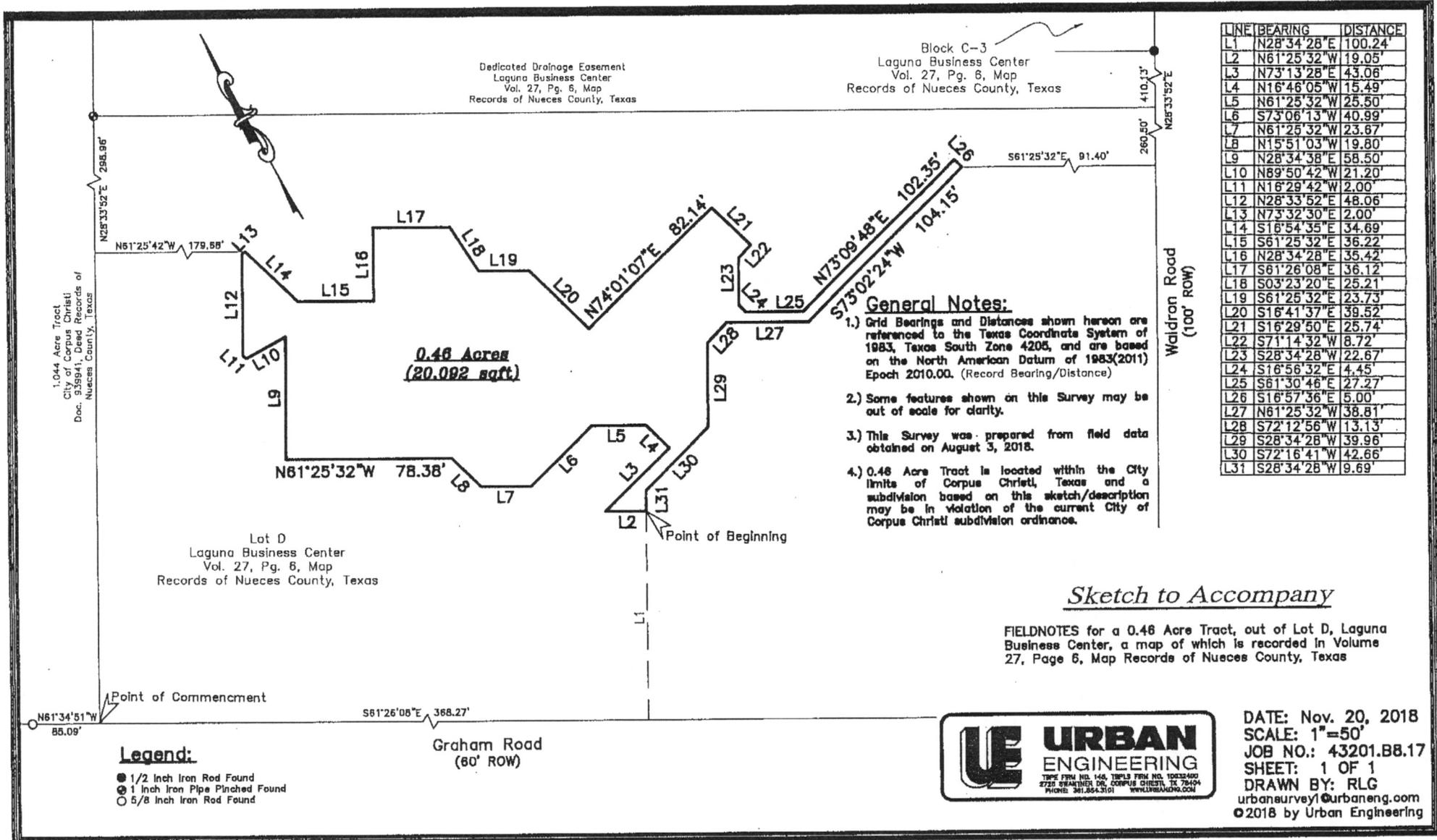
Also reference accompanying sketch of Tract described hereon



URBAN ENGINEERING

James D. Carr

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



Dedicated Drainage Easement
Laguna Business Center
Vol. 27, Pg. 6, Map
Records of Nueces County, Texas

Block C-3
Laguna Business Center
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1.044 Acre Tract
City of Corpus Christi
Doc. 935941, Deed Records of
Nueces County, Texas

Lot D
Laguna Business Center
Vol. 27, Pg. 6, Map
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0.48 Acres
(20,092 sqft)

General Notes:

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- 2.) Some features shown on this Survey may be out of scale for clarity.
- 3.) This Survey was prepared from field data obtained on August 3, 2018.
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L1	N28°34'28"E	100.24'
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L31	S28°34'28"W	9.69'

Sketch to Accompany

FIELDNOTES for a 0.48 Acre Tract, out of Lot D, Laguna Business Center, a map of which is recorded in Volume 27, Page 6, Map Records of Nueces County, Texas

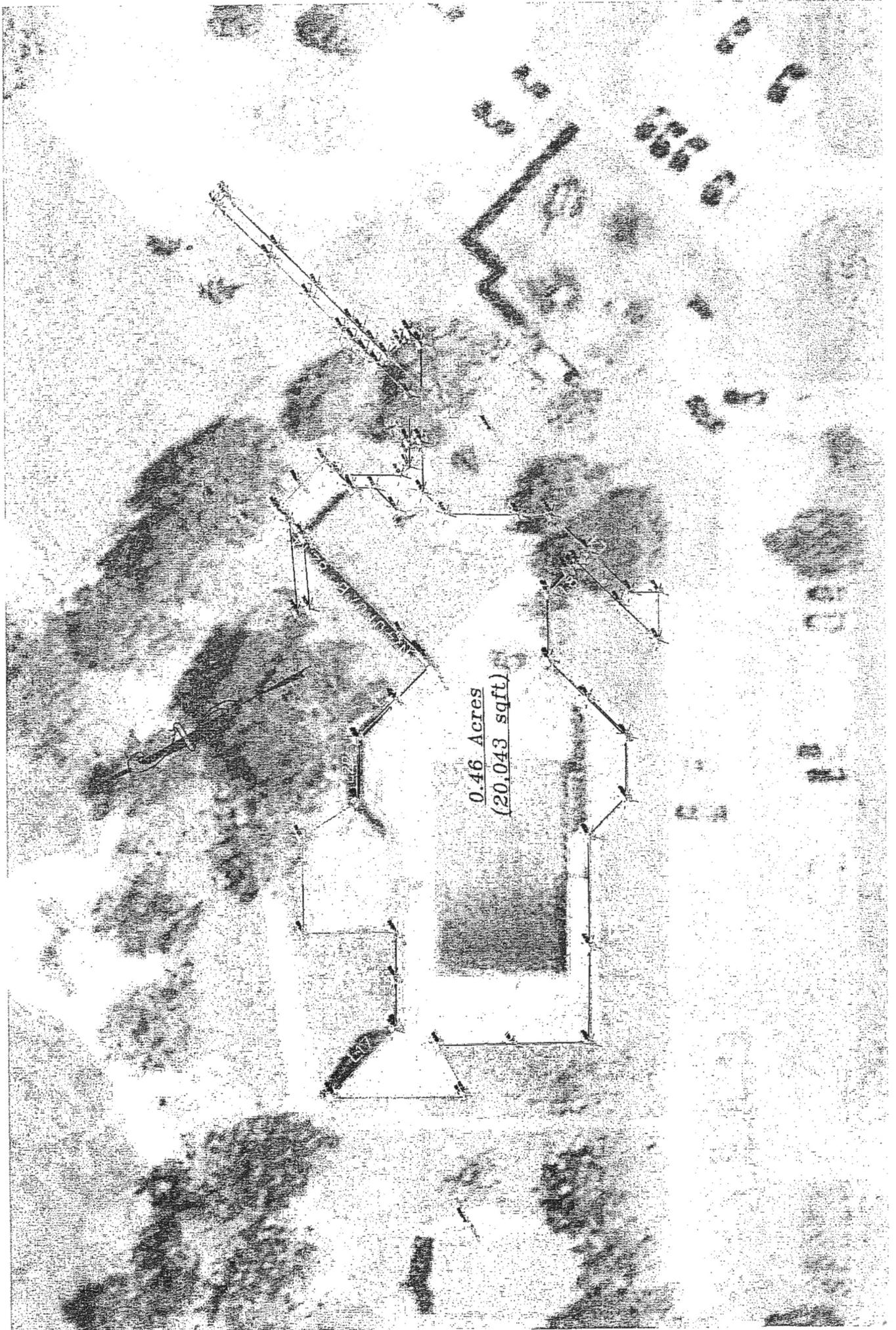
DATE: Nov. 20, 2018
SCALE: 1"=50'
JOB NO.: 43201.B8.17
SHEET: 1 OF 1
DRAWN BY: RLG
urbansurvey1@urbaneng.com
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URBAN ENGINEERING
TYPE FIRM NO. 146, TSP/LS FIRM NO. 10032400
2725 SHANTREN DR. CORPUS CHRISTI, TX 78404
PHONE: 361.854.3101 WWW.URBANENGR.COM

- Legend:**
- 1/2 Inch Iron Red Found
 - ⊙ 1 Inch Iron Pipe Pinched Found
 - 5/8 Inch Iron Red Found

Graham Road
(80' ROW)

Waldron Road
(100' ROW)



0.46 Acres
(20,043 sqft)