

**LEASE BETWEEN
THE CITY OF CORPUS CHRISTI AND
HAAS-ANDERSON CONSTRUCTION, LTD.**

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS
COUNTY OF NUECES	§	

This agreement, made and entered into effective as of October 1, 2015 by and between the **City of Corpus Christi**, a Texas home rule municipal corporation, acting through its duly authorized City Manager, or the City Manager's designee, hereinafter called "City" and **Haas-Anderson Construction, Ltd.** of Nueces County, Texas; hereinafter, called "Lessee" in consideration of the mutual covenants herein.

Section 1. Definitions. For the purposes of this Lease:

City means the City of Corpus Christi, Nueces County, Texas, a home rule municipal corporation.

City Manager means the City's City Manager or the City Manager's designee.

City Council means the City Council of the City of Corpus Christi.

Department means the City's Engineering Department.

Director means the City's Director of Engineering and designee.

Lease means this document, including all attachments and exhibits that are incorporated by reference into this document.

Leased Premises means that certain area of land shown on a map attached as Exhibit "A".

Lessee means the Individual or company leasing the Leased Premises or assignee.

Risk Manager means the City's Director of Risk Management or the Director of Risk Management's designee.

Sign means any signs, advertisements, notices, or other lettering that are exhibited, inscribed, painted, erected, or affixed on or about the Leased Premises, or any part of the Leased Premises.

Section 2. Purpose. The purpose of this Lease, between the City and Lessee, is to enable Lessee to park vehicles and use the Leased Premises as a permanent parking

area. Lessee may not operate the Leased Premises for any other purpose without the Director's prior written approval.

Section 3. Leased Premises.

The Leased Premises are certain real property, generally described as an area of land and shown on the attached and incorporated Exhibit "A".

SPECIAL PROVISION: Lessee will be required to repair any soil erosion caused by usage of area for the protection of the final cap which covers waste in place.

Section 4. Use of Leased Premises Subject to Lease. The Lessee's use of the Leased Premises is subject to the terms and conditions in this Lease. This Lease is made in consideration of the mutual promises and covenants contained in this Lease.

SECTION 5. INDEMNITY. IN CONSIDERATION OF ALLOWING LESSEE TO USE THE LEASED PREMISES, LESSEE ("INDEMNITOR") SHALL FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM CITY ON ACCOUNT OF INJURY OR DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, PREMISES DEFECTS, WORKERS' COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART: (1) LESSEE'S PERFORMANCE UNDER THIS LEASE; (2) LESSEE'S USE OF THE LEASED PREMISES AND ANY AND ALL ACTIVITIES ASSOCIATED WITH THE LESSEE'S USE OF THE LEASED PREMISES UNDER THIS LEASE; (3) THE VIOLATION BY LESSEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OR BY INDEMNITEES, OR ANY OF THEM, OF ANY LAW, RULE, REGULATION, ORDINANCE, OR GOVERNMENT ORDER OF ANY KIND PERTAINING, DIRECTLY OR INDIRECTLY, TO THIS LEASE; (4) THE EXERCISE OF RIGHTS UNDER THIS LEASE; OR (5) AN ACT OR OMISSION ON THE PART OF LESSEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OR OF INDEMNITEES, OR ANY OF THEM, PERTAINING TO THIS LEASE, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT.

IF CITY IS MADE A PARTY TO ANY LITIGATION AGAINST LESSEE OR IN ANY LITIGATION COMMENCED BY ANY PARTY, OTHER THAN LESSEE RELATING TO THIS LEASE, LESSEE SHALL, UPON RECEIPT OF REASONABLE NOTICE REGARDING COMMENCEMENT OF LITIGATION, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND CITY IN ALL ACTIONS BASED THEREON WITH LEGAL COUNSEL SATISFACTORY TO THE CITY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND WHATSOEVER ARISING FROM ANY LIABILITY, INJURY, DAMAGE, LOSS, DEMAND, CLAIM, OR ACTION.

Section 6 Insurance.

A. Lessee shall secure and maintain at Lessee's expense, during the term of this Lease, insurance of the type and with the amount of coverage shown on the attached Exhibit "B", which is incorporated in this Lease by reference. Lessee shall use an insurance company or companies acceptable to the Risk Manager. Failure to maintain the insurance during the term of this Lease, at the limits and requirements shown on Exhibit "B", constitutes grounds for termination of this Lease.

B. The Certificate of Insurance must be sent to the Risk Manager prior to occupancy of and operations at the Leased Premises. The Certificate of Insurance must provide that the City will have thirty (30) days advance written notice of cancellation, intent to not renew, material change, or termination of any coverage required in this Lease.

C. Lessee shall provide, during the term of this Lease, copies of all insurance policies to the Risk Manager upon written request by the City Manager.

D. The Risk Manager retains the right to annually review the amount and types of insurance maintained by Lessee, to require increased coverage limits, if necessary in the interest of public health, safety, or welfare, and to decrease coverage, if so warranted. In the event of any necessary increase, Lessee must receive thirty (30) days written notice prior to the effective date of the requirement to obtain increased coverage.

E. In the event alcoholic beverages are to be served on or in any Leased Premises covered by this Lease, the Lessee shall additionally obtain or cause to be obtained alcoholic beverage liability insurance in the amount of one million dollars (\$1,000,000.00) covering the event or time period when alcoholic beverages are to be served.

F. Lessee shall, prior to any addition or alteration to, in, on, or about the Leased Premises, obtain prior clearance, in writing, from the Risk Manager that the proposed addition or alteration will not necessitate a change or modification in

the existing insurance coverage maintained by Lessee. This clearance is in addition to the prior consent required by Section 14 of this Lease.

Section 7. Limitation of Leasehold. City does not warrant its title to the Leased Premises. This Lease and the rights and privileges granted Lessee in and to the Leased Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Lease may be construed to imply the conveyance to Lessee of rights in the Leased Premises that exceed those owned by City.

Section 8. Term. The City leases the Leased Premises, subject to all terms and conditions of this Lease, to the Lessee for a period of five (5) years, unless sooner terminated under another section of this Lease. The Lease begins October 1, 2015 and ends September 30, 2020, subject to prior termination. October 1, 2015 is the effective date of the Lease. The City will provide the yearly rent calculation for any renewal term, 90 days prior to the expiration date of this lease term.

Section 9. Option to Renew. The Lessee has the option to renew this Lease for five (5) years, subject to approval by ordinance of the City Council. Lessee must exercise this option by giving the City Manager notice at least sixty (60) days prior to the last day of the term of the Lease.

Section 10. Abandonment of Leased Premises. If the Lessee abandons the Leased Premises this Lease shall terminate automatically and City may take immediate possession of the Leased Premises. "Abandoned" means that the Leased Premises become vacant or deserted for a continuous period of thirty (30) days.

Section 11. Termination of Lease. Lessor and Lessee shall each have the right to terminate this Lease upon giving the other party ninety (90) days written notice. If either Lessor or Lessee terminates this Lease pursuant to this section, Lessor will refund to Lessee an amount equal to the prorated portion of any rent paid by Lessee for the remainder of the lease term from the effective date of the notice. Lessor shall pay such amount within thirty (30) days of receiving proper written notice from Lessee. If Lessor terminates this Lease for failure of Lessee to comply with the terms of this Lease, Lessor's power to terminate this Lease can be exercised only by ordinance duly adopted after notice and hearing.

Section 12. Surrender. Subject to the holdover provisions in this Lease, Lessee acknowledges and understands that the City's agreement to lease the Leased Premises to Lessee is expressly conditioned on the understanding that the Leased Premises must be surrendered, upon the expiration, termination, or cancellation of this Lease, in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction where Lessee is without fault, excepted.

Section 13. Consideration. For and in consideration of the rights and privileges granted in this Lease, Lessee agrees to pay the City an annual rent of \$9,600.00 (Nine

Thousand Six Hundred Dollars) for the entire 3.90 acres payable annually on or before October 1, 2015 and every October 1st thereafter for the duration of said Lease.

Section 14. Alterations.

A. Lessee may not make any alterations, additions, or improvements to, in, on, or about the Leased Premises, without the prior consent of the City Manager. **Lessee has been granted access to the property by relocating south end of the fence to the north by 300 feet in order to make the room needed to utilize land for said purposes.**

B. Prior to making any alterations, additions, or improvements to, in, on, or about the Leased Premises, Lessee must submit the plans and specifications for the alterations, additions, or improvements to the City Manager for review.

C. If the City Manager consents to the alterations, additions, or improvements, the Lessee shall obtain all required permits for the construction and the construction is subject to inspection by the City's Building Official, Director of Engineering Services, and their designated representatives.

Section 15. Assignment and Subleasing.

A. Lessee may not assign, sublet or encumber this Lease, without the prior approval of the City Council expressed by ordinance, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the City Council may delegate to the City Manager by ordinance the authority to approve a routine transfer of this Lease.

B. Upon approval of the assignment, Lessee may request the City to release Lessee from any further liability under the Lease. City will grant the release if the assignee covenants to assume all obligations and duties of Lessee of this Lease.

C. Any attempted assignment or sublet without the prior approval of the City Council or, if applicable, the City Manager renders this Lease void.

D. An assignment of this Lease under the same terms and conditions is not an amendment of this Lease.

E. Each provision, term, covenant, obligation, and condition required to be performed by Lessee must be binding upon any assignee, and is partial consideration for City's consent to the assignment.

F. Any failure of assignee to strictly comply with each provision, term, covenant, obligation, and condition in this Lease may render this Lease null and void.

Section 16. Signs.

A. Lessee may not exhibit, inscribe, paint, erect, or affix any Sign at, on, or about the Leased Premises, or any part of this Lease, without the City Manager's prior written approval.

B. The City may require Lessee to remove, repaint, or repair any Signs allowed. If Lessee does not remove, repaint, or repair the Signs within ten (10) days of City Manager's written demand, City may do or cause the work to be done, and Lessee shall pay the City's costs within thirty (30) days of receipt of the invoice. If payment is not timely made, the City may terminate this Lease upon ten (10) days written notice to Lessee.

Section 17. Laws Affecting Operation of Leased Premises and Performance.

Lessee shall comply with all Federal, State, and local laws, ordinances, rules, and regulations applicable to Lessee's operation of the Leased Premises and Lessee's performance under this Lease. This Lease is also subject to applicable provisions of the City Charter.

Section 18. Nondiscrimination. Lessee covenants and agrees that Lessee will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services at, on, or in the Leased Premises, on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas. The City hereby reserves the right to take the action as the United States may direct to enforce this covenant.

Section 19 Drug Policy. Lessee must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City's policy.

Section 20. Violence Policy. Lessee must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City's policy.

Section 21. Maintenance. Lessee shall maintain the Leased Premises and all improvements in good and safe condition during the Lease term, including ground cover.

Section 22. Furniture, Fixtures, and Equipment. All personal property and trade fixtures furnished by or on behalf of Lessee remain the property of the Lessee, unless the personal property and trade fixtures are specifically donated to the City during the term of this Lease or any Holdover Period.

Section 23. Utilities. Lessee shall pay for all utilities related to usage of Leased Premises. Failure to pay any utility bill(s) prior to the due date constitutes grounds for termination of this Lease.

Section 24. City Use. The City retains the right to use or cross the Leased Premises with utility lines and easements. City may exercise these rights without compensation

to Lessee for damages to the Leased Premises from installing, maintaining, repairing, or removing the utility lines and easements. City must use reasonable judgment in locating the utility lines and easements to minimize damage to the Leased Premises.

Section 25. Default. The following events constitute default under this Lease:

- (1) Failure to pay utilities before the due date.
- (2) Failure to perform scheduled maintenance.
- (3) Abandonment of the Leased Premises.
- (4) Failure to maintain any insurance coverages required in this Lease.
- (5) Failure to timely pay City invoices for the removal, repainting, or repair of any Signs at the Leased Premises.
- (6) Failure to keep, perform, and observe any other promises, covenants and conditions contained in this Lease.

Section 26. City's Remedies on Lessee's Default.

Upon the occurrence of any event of default, the City may, at its option, in addition to any other remedy or right given under this Lease or by law:

- (1) Give notice to Lessee that this Lease terminates upon the date specified in the notice, which date will be no earlier than five (5) days after the giving of the notice.
- (2) Immediately or at any time after the occurrence of the event of default and without notice or demand, or upon the date specified in a notice, if given, or in any notice issued under law, enter upon the Leased Premises or any part of the Leased Premises in the name of the whole and, upon the entry, this Lease terminates.

In the event of default by Lessee under Section 25, the City has the option to pursue any one or more of the remedies provided in this Lease or afforded the City by law, without further notice or demand and without prejudice to any other remedy:

- (1) The City may enter into and upon the Leased Premises and retake possession, by legal proceedings or otherwise, expel Lessee and anyone claiming through or under Lessee, remove Lessee's or a claimant's goods and effects, forcibly, if necessary, and store the goods in the name and at the expense of Lessee.
- (2) After retaking possession as set out in the foregoing paragraph of this section, or upon abandonment of the Leased Premises by Lessee, the City may at the City's option relet the Leased Premises or any part of the Leased

Premises, in the name of the City or otherwise, for a term or terms that may be less than or exceed the period that would otherwise constitute the balance of the term of this Lease. The term of such reletting by the City is evidence of the fair rental value of the Leased Premises for the balance of the term and the Lessee shall be liable to the City for the amount by which the rent and other charges due under this Lease for the balance of its term exceeds the fair rental value of the Leased Premises for that period.

Section 27. Modifications. No changes or modifications to this Lease may be made, nor any provisions waived, unless (i) the change or modification is approved by ordinance of the City Council after two readings and publication of notice, and (ii) the change or modification is made in writing and signed by persons authorized to sign agreements on behalf of each party.

Section 28. Contact Person/Lease Administrator. For this Lease, the City's contact person and lease administrator is Eusebio (Sonny) Garza, III, Manager of Property & Land Acquisition Division.

Section 29. Notice.

A. All notices, demands, requests, or replies provided for or permitted under this Lease by either party must be in writing and must be delivered by one of the following methods: (i) by personal delivery; (ii) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (iii) by prepaid telegram; (iv) by deposit with an overnight express delivery service, for which service has been prepaid; or (v) by fax transmission.

B. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax transmission will be deemed effective upon transmission with proof of delivery.

C. All the communications must only be made to the following:

IF TO CITY:

City of Corpus Christi
Attn: Eusebio (Sonny) Garza, III, Manager
Property & Land Acquisition Division
P. O. Box 9277
Corpus Christi, Texas 78469-9277
Fax: (361) 826-3501

IF TO LESSEE:

Haas-Anderson Construction, Ltd
c/o Jim Anderson

P. O. Box 7692
Corpus Christi, Texas 78467
Fax: (____)_____

D. Either party may change the address to which notice is sent by using a method set out in this section. Lessee shall notify the City of an address change within ten (10) days after the address is changed.

Section 30. Force Majeure. No party to this Lease shall be liable for delays or failures in performance due to any cause beyond their control including, without limitation, any delays or failures in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The delays or failures to perform extend the period of performance until these exigencies have been removed. The Lessee shall inform the City in writing of proof of the force majeure within three (3) business days or otherwise waive this right as a defense.

Section 31. Relationship of Parties. This Lease establishes a landlord/tenant relationship, and no other relationship. This Lease must be construed conclusively in favor of that relationship. In performing this Lease, both the City and Lessee will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

Section 32. Not for Benefit of Third Parties. This Lease is only for the benefit of the City and Lessee, and no third party has any rights or claims under this Lease or against the City.

Section 33. Publication Costs. Lessee shall pay for the cost of publishing the Lease description and related ordinance, as required by the City's Charter, in the legal section of the local newspaper.

Section 34. Interpretation. This Lease will be interpreted according to the Texas laws which govern the interpretation of contracts.

Section 35. Survival of Terms. Termination or expiration of this Lease for any reason does not release either party from any liabilities or obligations under this Lease that (a) the parties have expressly agreed survive any the termination or expiration; (b) remain to be performed; or (c) by their nature would be intended to be applicable following the termination or expiration of this Lease.

Section 36. Captions. The captions utilized in this Lease are for convenience only and do not in any way limit or amplify the terms or provisions of this Lease.

Section 37. Severability.

A. If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Lease or the application of this Lease to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected, for it is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word of this Lease be given full force and effect for its purpose.

B. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, then the remainder of this Lease is not affected, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Lease automatically.

Section 38. Venue. Venue lies in Nueces County, Texas, where this Lease was entered into and will be performed.

Section 39. Entirety Clause. This Lease and the attachments and exhibits incorporated into this Lease constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter of this Lease, unless contained in this Lease are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Lease and its exhibits of the terms, conditions, promises, and covenants relating to Lessee's operations and the Leased Premises to be used in the operations.

Section 40. Binding Lease. It is further mutually understood and agreed that the covenants and agreements contained in the Lease, to be performed by the respective parties, are binding on the parties, and their respective successors and assigns.

Section 41. Acknowledgment. Each party expressly agrees that it has independently read and understands this Lease. By Lessee's execution of this Lease, Lessee acknowledges and understands that this Lease is not binding on the City until properly authorized by the City Council and executed by the City Manager or by his designee.

Section 42. Environmental Quality.

- A. Lessee acknowledges prior use of land which indicates that portions or all of Hala Pit Landfill is a closed municipal solid waste landfill.
- B. Lessee acknowledges receipt and acceptance of this notice required by the Texas Health and Safety Code and the Texas Commission on Environmental Quality ("TCEQ") rules of the Texas Administrative Code.
- C. Lessee acknowledges acceptance and has in its possession a spill prevention plan that abides by the Spill Prevention, Control and Countermeasure Regulation under the United States Environmental Protection Agency.

Prior Use

User acknowledges that all or portions of Hala Pit Landfill was a closed municipal solid waste landfill, and acknowledges receipt and acceptance of this notice required by Section 361.539 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality's rules in Section 330.962 of Title 30, Texas Administrative Code.

User acknowledges that the City does not represent the land covered by this Lease is suitable for User's intended use. User agrees to:

(a) Comply with all applicable Federal and State of Texas laws and regulations applicable to construction and operation of the facilities contemplated by User on the easement granted herein, including those applicable to closed municipal solid waste landfills and the regulations relating to same including, but not limited to, Chapter 361 of the Texas Health & Safety Code and Title 30, Part I, Chapter 330, Subchapter T, Rule § 330.963, Texas Administrative Code. (A copy of the current version of Rule § 330.963 is attached to and incorporated into this Lease.)

(b) Not to disturb the integrity and function of the final cover, all components of the containment system, and any monitoring systems, without authorization of the TCEQ.

(c) Take any action deemed necessary by the TCEQ to restore the final cover, any component of the containment system, or monitoring systems disturbed by the construction, maintenance or operation of any facilities proposed by User.

(d) Conduct soil test as required by 30 TAC Rule § 330.953 before undertaking any development of the property, if applicable.

(e) Obtain a development permit from the TCEQ before commencing any construction of an enclosed structure, as required by 30 TAC Rule § 330.954(a), if applicable.

(f) Register any existing structures owned or being used by the User, if required by 30 TAC Rule § 330.954(c) or TCEQ. (The Director has a copy of the list of structures the City has registered with TCEQ.), if applicable.

(g) Prepare any needed modifications to the Site Operating Plan, if required by 30 TAC Rules §§ 330.959(4) and 330.257(r) or TCEQ. (The Director has a copy of the current Site Operating Plan that was submitted to TCEQ.)

(h) Prepare a Structures Gas Monitoring Plan, if required by 30 TAC Rule § 330.959(5) or TCEQ. (The Director has a copy of the current Structures Gas Monitoring Plan that was submitted to TCEQ.)

(i) Install landfill gas monitoring equipment in any enclosed structures owned or being used by the User, if required by 30 TAC Rule § 330.959 or TCEQ. (The City has installed and maintains gas monitoring equipment in some enclosed structures on the site, as part of the City's Structures Gas Monitoring Plan approved by TCEQ. ***The City does not warrant that the enclosed structures are suitable, safe for use by adults or children, or do not pose a potential health threat to adults or children.*** The User may install additional landfill gas monitoring equipment in any enclosed structures used by the User, if the User or

its officers, members, employees, agents, contractors, or invitees are concerned with the air quality within the enclosed structures.)

(j) Operate any landfill gas monitoring equipment installed by the User and maintain all necessary records, as required by 30 TAC Rule § 330.960. Copies of all required records shall be submitted to the Director on a monthly basis.

(k) Prevent the ponding of water on any property under the User's control.

(l) Submit plans to control the drainage of storm waters from any structures used by the User to the Director for review and approval.

(m) Hold the City harmless and indemnify City for any claims, penalties, or violations that result from User's, its assigns, or their agents disturbance of the said closed municipal solid waste landfill.

TEXAS ADMINISTRATIVE CODE

Title 30. ENVIRONMENTAL QUALITY

Part 1. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Chapter 330. MUNICIPAL SOLID WASTE

Subchapter T. USE OF LAND OVER CLOSED MUNICIPAL SOLID WASTE LANDFILLS

Rule § 330.963 Notice to Buyers, Lessees, and Occupants

(a) An owner of land that overlies a closed municipal solid waste (MSW) landfill shall prepare a written notice stating the former use of the facility, the legal description of property, notice of the restrictions on the development or lease of the land imposed by this subchapter and the Texas Health and Safety Code, Chapter 361, Subchapter R, and the name of the owner. The owner shall file for record the notice in the real property records of the county in which the property is located.

(b) An owner of land that overlies a closed MSW landfill shall notify each lessee and each occupant of a structure that overlies the unit of:

(1) the land's former use as a landfill; and

(2) the structural controls in place to minimize potential future danger posed by the MSW.

V.T.C.A., Health & Safety Code § 361.537

§ 361.537. Lease Restriction; Notice to Lessee

A person may not lease or offer for lease land that overlies a closed municipal solid waste landfill facility unless:

- (1) existing development on the land is in compliance with this subchapter; or
- (2) the person gives notice to the prospective lessee of what is required to bring the land and any development on the land into compliance with this subchapter and the prohibitions or requirements for future development imposed by this subchapter and by any permit issued for the land under this subchapter.

EXECUTED IN TRIPLICATE, each of which shall be considered an original, on the _____ day of _____, 2015.

LESSEE:

By: _____
Haas-Anderson Construction, Ltd

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2015, by _____, as _____, on behalf of Haas-Anderson Construction, Ltd, a Texas limited liability company..

Notary Public, State of Texas

LESSOR:

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Valerie H. Gray, P.E.
Executive Director of Public Works

APPROVED AS TO LEGAL FORM: _____, 2015.

Janet Kellogg
Assistant City Attorney
For City Attorney

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2015, by Valerie H. Gray, P.E., Executive Director of Public Works of the City of Corpus Christi, a Texas home rule municipal corporation, on behalf of the corporation.

Notary Public, State of Texas

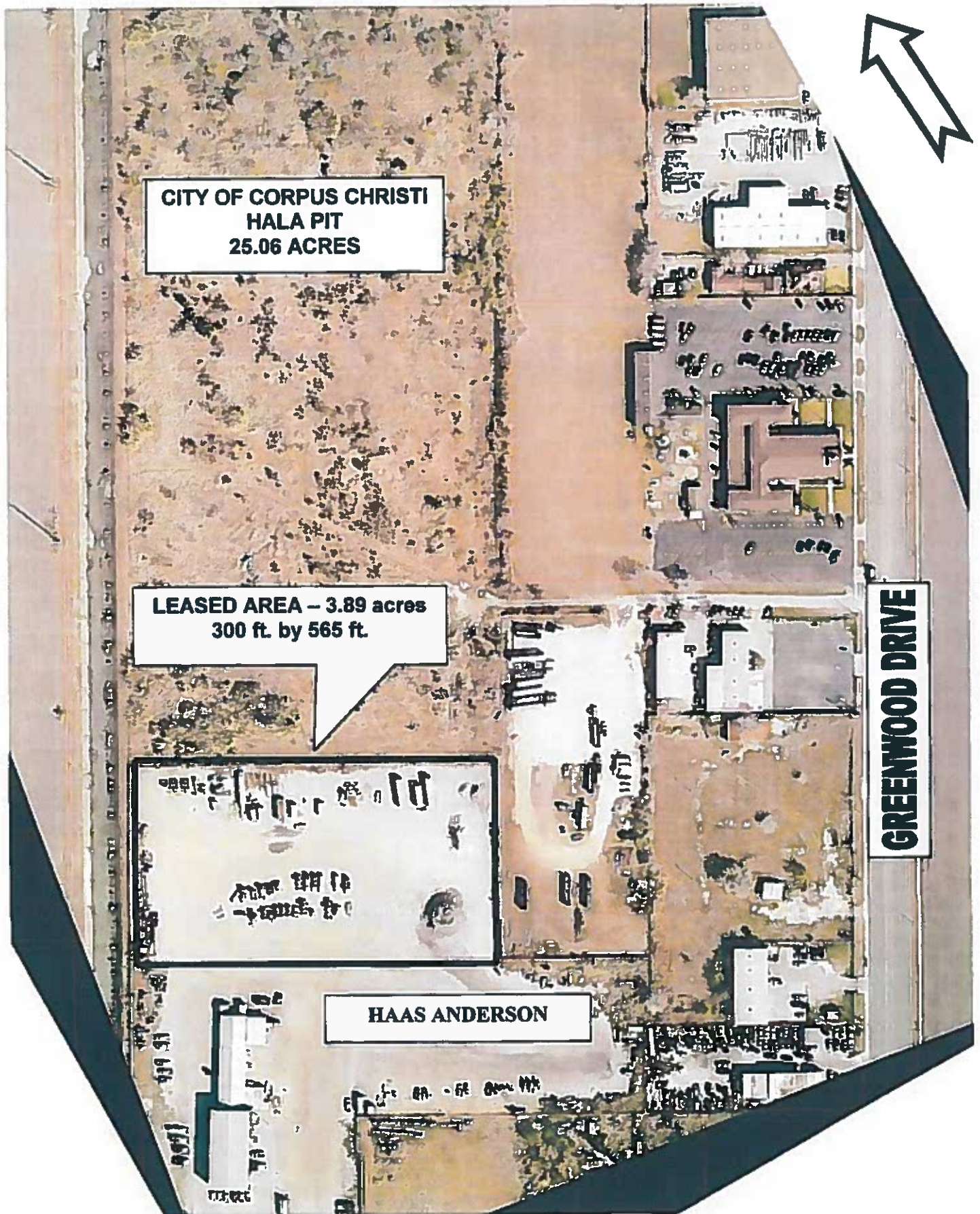
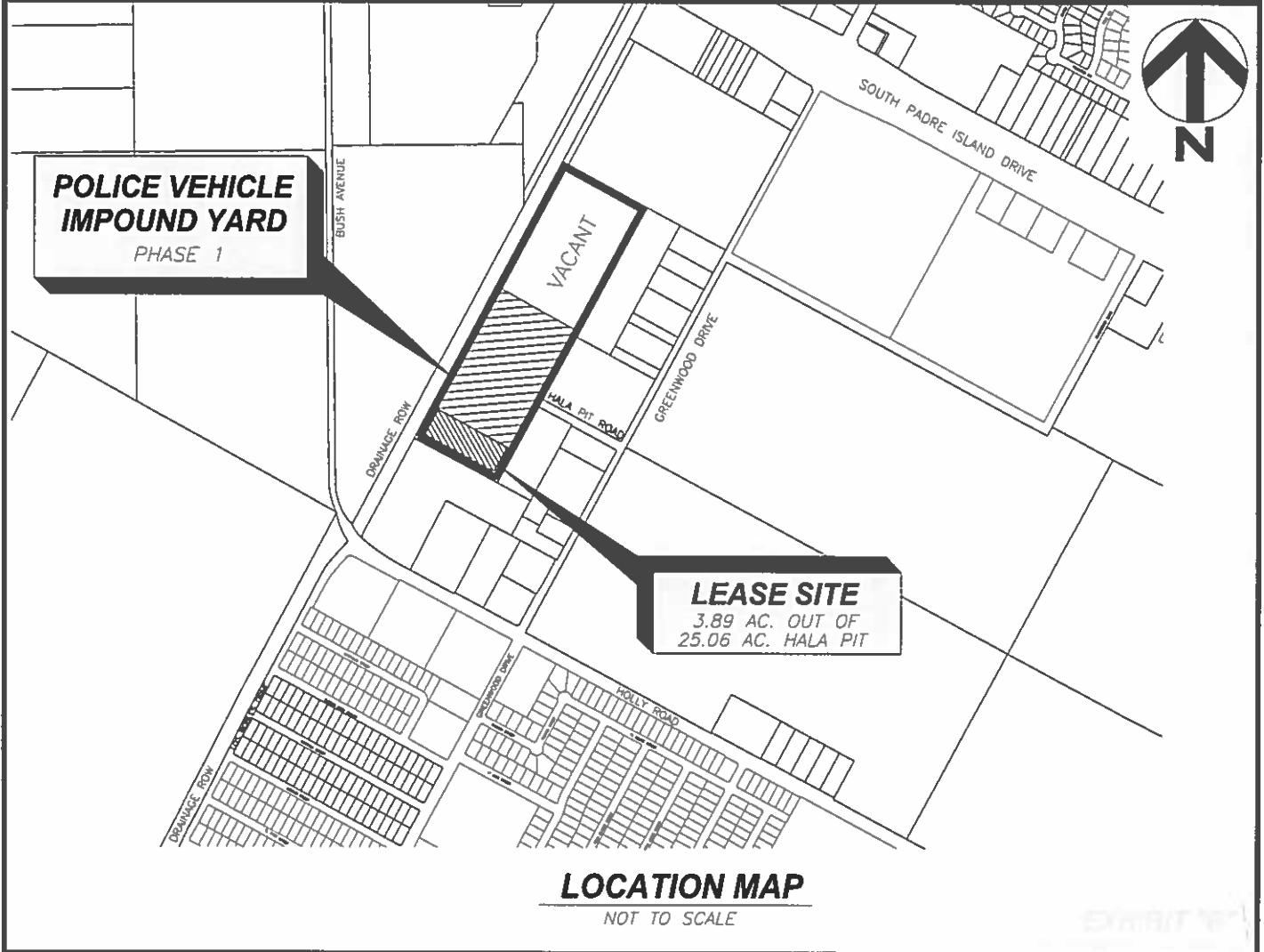
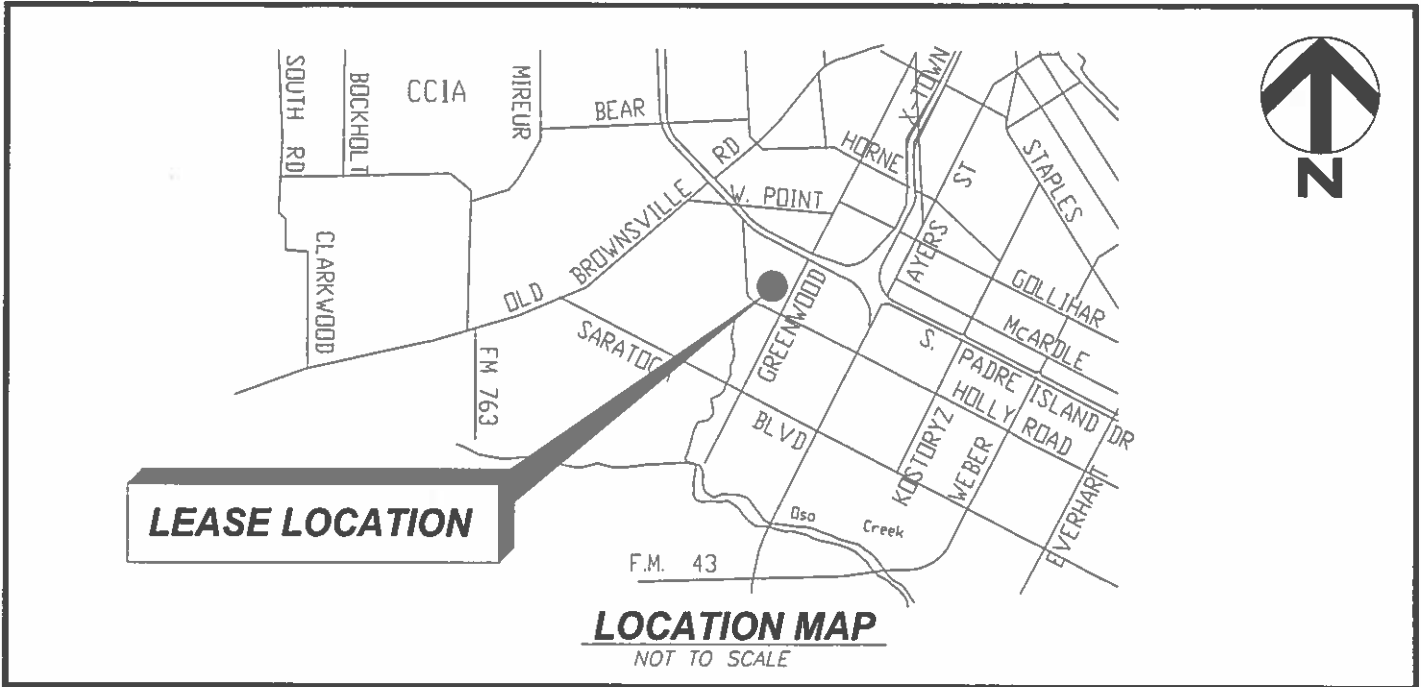


EXHIBIT A



Lease: Ground Lease, Restricted
Tenant: Hass Anderson Construction, Ltd.
Legal: 3.89 ac. out of Lot 2, Section 5, Bohemian Colony Lands, Nueces County, Texas

CITY COUNCIL EXHIBIT
 CITY OF CORPUS CHRISTI, TEXAS
 DEPARTMENT OF ENGINEERING SERVICES
PAGE: 1 of 1
 DATE: 8/7/2015



EXHIBIT B

INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City.
- B. Lessee must furnish to the City's Risk Manager and Director of Capitol Programs, one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Lessees 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence

- C. In the event of accidents of any kind related to this contract, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Lessee shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

EXHIBIT B

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. Lessee agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.**
- F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to stop work hereunder, and/or withhold any payment(s) which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.**
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's performance of the work covered under this contract.**
- H. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.**
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.**