

STATE OF TEXAS  
COUNTY OF NUECES

This lease is entered into by and between the **City of Corpus Christi ("City")**, a Texas home-rule municipal corporation, acting through its duly authorized City Manager, or the City Manager's designee, and **ROTARY CLUB OF WEST CORPUS CHRISTI ("Lessee")**, a Texas nonprofit corporation, acting through its duly authorized President.

**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 Council** means the City Council of the City.

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

**Director** means the City's Executive Director of Water Utilities or designee.

**Engineering Services Director** means the City's Director of Engineering Services.

**Holdover Period** means any period of time in which the Lessee remains in the Premises after the expiration of the original term of this Lease and continues to provide consideration in lieu of paying rent to the City under the terms of this lease.

**Improvements** means buildings and other structures located on the Premises.

**Lease** means this document, including all attachments and exhibits that are referred to in this document.

**Lessee** means **ROTARY CLUB OF WEST CORPUS CHRISTI**, a Texas nonprofit corporation.

**Premises** means a tract or parcel of land located near McKenzie Road at Allison Drive, designated on the attached drawing, **Exhibit A**, and by metes and bounds on **Exhibit A-1**, together with all improvements.

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

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

**Section 2. Purpose.** Lessee's purpose for this Lease is for Lessee to use the Premises for activities related to Lessee's sponsorship of a Boy Scout Troop. Any change in purpose requires prior written approval of the Director.

**Section 3. Leased Premises.** The Leased Premises is a tract or parcel of land near McKenzie Road and Allison Drive designated as Tract "B", as shown on the drawing attached as **Exhibit A1**, together with all improvements.

**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. The detailed conditions for using the Leased Premises are contained in the attached **Exhibit A2**. **Exhibit A2** may be amended as often as necessary upon mutual agreement by the Parks Director and the Lessee. This lease is made in consideration of the mutual promises and covenants contained in this lease.

**Section 5. 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 6. Term.** The City leases the Premises, subject to all terms and conditions of this Lease, to the Lessee for a period of five (5) years subject, however, to the right of either party to cancel this Lease by giving thirty (30) days written notice to the other party, unless sooner terminated under Section 31. This Lease begins immediately after City Council approval.

- a. Lessee may continue to occupy the Premises after the expiration of this Lease on a month-to-month tenancy upon written approval of the City Manager or designee if the Lessee continues to provide consideration in lieu of paying monthly rent as required by this lease, and upon the same terms and conditions as set out in this lease.
- b. The Holdover Period may not exceed six months in length.
- c. The City Manager has the absolute right to terminate the month-to-month tenancy with or without cause upon thirty (30) days written notice to Lessee.

**Section 7. Abandonment of Leased Premises.** If the Lessee abandons the Leased Premises or if the Lessee fails to take possession of the Leased Premises within ten days after commencement of the term of this Lease, then this Lease shall terminate automatically and City Manager may take immediate possession of the Leased Premises. "Abandoned" means that the Leased Premises become vacant, deserted, or unused by Lessee for a continuous period of thirty (30) days.

**Section 8. Disclosure of Interests.** Lessee agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract. Lessee agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>. Lessee 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>.

**Section 9. Surrender.** Lessee acknowledges and understands that the City's agreement to lease the Premises to Lessee is expressly conditioned on the understanding that the 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 10. Lease Consideration.** For and in consideration of the rights and privileges granted in this lease, and in lieu of lease payments to the City, Lessee must maintain the Premises by mowing, collecting litter, etc. and other property maintenance tasks that may be directed in writing by the Director.

**Section 11. Lessee Responsible for Activities.**

**Lessee responsible for activities on Premises.** Notwithstanding any right of City to inspect or approve any improvement or activity under this lease, Lessee covenants that it and its members are solely and exclusively responsible for all activities on the Premises and have control of the Premises; that the City has no responsibility for safety of, or any activity on, the Premises; and that Lessee shall not rely on any City inspection or action. Lessee is solely responsible for the safety of all activities on the Premises.

**Section 12. Alterations.**

- a. Lessee may not make any alterations, additions, or improvements to, in, on, or about the Premises, without the prior written consent of the Director. Lessee must also obtain clearance from the Risk Manager as required by Section 29 of this Lease.
- b. Lessee, if directed by the Director, must construct and maintain screening or other safety barriers to ensure, to the extent reasonable, that activities are confined to the premises.
- c. Prior to making any alterations, additions, or improvements to, in, on, or about the Premises, Lessee must submit the plans and specifications for the alterations, additions, or improvements to the Director, and Engineering Services Director for review and written consent.

d. If the Director and Engineering Services Director consent to, and the Risk Manager grants clearance for, the alterations, additions, or improvements, the Lessee shall obtain all required permits for the construction; and the construction is subject to inspection by the Director, Engineering Services Director, City's Building Official, and their designated representatives.

e. All approved alterations, improvements, and additions made by the Lessee upon the Premises, although at Lessee's own expense, shall, if not removed by Lessee at any termination or cancellation of this Lease, become the property of the City in fee simple without any other action or process of law. Lessee agrees to be contractually and financially responsible for repairing any and all damage caused by the removal. If items are installed in a manner that they become fixtures, the fixtures may not be removed by Lessee upon termination and become the property of the City as additional consideration for this Lease.

### **Section 13. Taxes, Assessments, Licenses, and Fees.**

a. Lessee must pay, in full prior to each respective due date, all taxes, assessments, licenses, and fees required by the Lessee's use of the Leased Premises; this includes, but is not limited to, any ad valorem taxes, personal property taxes, and sales taxes, that could be assessed against the Leased Premises and any buildings, improvements, or fixtures appurtenant to the Leased Premises..

b. Lessee covenants to pay, in full prior to each respective due date, payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Circular E Employer's Tax Guide, publication 15, as it may be amended.

c. Lessee must provide proof of payment of all taxes within 30 days after Director requests proof of payment. Failure to pay or provide proof of payment is grounds to terminate this Lease.

**Section 14. No Debts.** Lessee may not incur any debts or obligations on the credit of the City during the term of this Lease, and including during any Holdover Period that may occur.

**Section 15. No Liens.** Lessee agrees not to permit any mechanic's lien, materialman's lien, tax lien, or any other lien to become attached to the Leased Premises, or any part or parcel of the Leased Premises, or the improvements on the Leased Premises, because of any work or labor performed by any mechanic, materials furnished by any materialman, or any other reason.

### **Section 16. Assignment and Subleasing.**

a. Lessee may not assign or encumber this lease, without the prior written consent of the City Manager. Any assignment or sublease must be approved in advance by the City Manager, which approval will not be unreasonably withheld.

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 written consent of the City Manager renders this Lease void.
- d. An assignment of the Lease under the same terms and conditions is not an amendment of the 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 17. Signs; Warning Signs Posted.**

- a. Lessee may not exhibit, inscribe, paint, erect, or affix any sign at, on, or about the Premises, or any part of this Lease, without the prior written approval of the Director.
- 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 the Director's written demand, the City may elect to terminate this Lease after ten (10) days written notice to Lessee. Alternatively, the 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 Director's invoice. If payment is not timely made, the City may terminate this Lease upon ten (10) days written notice to Lessee.
- c. Lessee may post the Premises with signs to prohibit trespassing. The Director shall approve the wording on the signs and shall determine the placement of the signs.

**Section 18. Laws Affecting Operation of Premises and Performance.** Lessee shall comply with all Federal, State, and local laws, ordinances, rules, and regulations applicable to Lessee's operation of the Premises and Lessee's performance under this Lease. This Lease is also subject to applicable provisions of the City Charter.

**Section 19. 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 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 20. Drug Policy.** Lessee must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City's policy.

**Section 21. Violence Policy.** Lessee must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City's policy.

**Section 22. Maintenance.** Lessee shall maintain the Leased Premises and all improvements in good and safe condition during the Lease term. **Lessee** must maintain the Premises and improvements constructed thereon. If **Lessee** fails to perform maintenance tasks as scheduled, or fails to perform repairs in a timely manner, City may do so and bill **Lessee**. **Lessee** must pay City within 30 days after **Director's** written demand. At a minimum, maintenance includes:

- a. Lessee shall pick up and properly dispose of litter on a daily basis whenever the Premises are being used and weekly during the rest of the year;
- b. Lessee shall keep the Premises (including any buildings, permanent or temporary) operational and in good repair; including, but not limited to, all improvements, irrigation systems and fair weather parking area.
- c. Lessee must immediately report any vandalism to the Director, or his designee, and the Corpus Christi Police Department, Nueces County, Texas;
- d. Lessee must keep safe and in good repair all improvements. Lessee must make all repairs within 48 hours after the need for repair is, or should have been discovered.
- e. Lessee must keep any parking areas and access roads free of debris, properly designated, and free of potholes in accordance with standards issued by the Director. Lessee must repair potholes using the appropriate material, concrete or asphalt, within ten (10) working days after the need for repair is or should have been discovered;
- f. Lessee must ensure that parking is confined to designated areas;
- g. Lessee must maintain the Premises within the Lease boundary lines. Grass on the Premises must not exceed 12 inches. Failure to keep the grass below 12 inches shall be grounds for termination.

**Section 23. Furniture, Fixtures, and Equipment.**

- a. It is understood that Lessee is responsible for furnishing and equipping the Premises and that the City has no obligation to furnish any equipment or furnishings for Lessee.
- b. 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.
- c. The Director retains the right to approve all furnishings and fixtures that may be installed in the Premises, during the term of this Lease and any Holdover Period, prior to installation.

**Section 24. Utilities.** Lessee must pay for all utilities used by it on the Premises or used by any other activities sponsored by the Lessee on the Premises. Lessee agrees to comply with the City's water conservation requirements adopted by City ordinance.

**Section 25. City's Right of Inspection.** Any officer or authorized employee of the City may enter upon the Premises, at all reasonable times and without notice, to determine whether Lessee is providing maintenance in accordance with and as required by Section 22 or for any other purpose incidental to the City's retained rights of and in the Premises.

**Section 26. Director's Right to Access Premises in Emergency.**

- a. Lessee shall provide the Director with keys to the Premises, and a current list of names and phone numbers, for use by the Director, in the event of an emergency.
- b. The Director has the right to enter the premises during the regular hours of operation or at anytime in an emergency.

**Section 27. City Use.** The City retains the right to use or cross the Premises with utility lines and easements. City may exercise these rights without compensation to Lessee for damages to the 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 Premises.

**Section 28. Indemnity.** *In consideration of allowing Lessee to use the Premises, Lessee ("Indemnitor") covenants to 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 Premises and any and all activities associated with the Lessee's use of the 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. Lessee covenants and agrees that, 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 relating to this Lease with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses*

***of any kind whatsoever arising from the liability, injury, damage, loss, demand, claim, or action.***

**Section 29. 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 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. Lessee shall, prior to any addition or alteration to, in, on, or about the 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 12(a) of this lease.

f. Lessee is responsible for insuring its own personal property at the Premises.

**Section 30. Default.** The following events constitute default under this Lease:

(1) Failure to provide consideration in lieu of paying rent or failure to make other payments under this Lease.

(2) Failure to pay utilities before the due date.

(3) Failure to perform scheduled maintenance.

(4) Abandonment of the Premises.

(5) Failure to maintain any insurance coverages required in this lease.

(6) Failure to timely pay City's invoice for the removal, repainting, or repair of any Signs at the Premises.



(7) Failure to keep, perform, and observe any other promises, covenants and conditions contained in this Lease.

**Section 31. 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, 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.

**Section 32. Enforcement Costs.** If the City files any legal action or proceeding to repossess the Premises, collect the lease payment(s) due under this Lease, collect for any damages to the Premises, or to enforce in any other way the provisions of this Lease, Lessee agrees to pay all court costs and expenses and the sum that a court of competent jurisdiction adjudges as reasonable attorneys' fees in the action or proceeding, or in an appeal, if a judgment is rendered in favor of the City.

**Section 33. Modifications.** No provision of this Lease may be changed, modified, or waived, unless the change, modification, or waiver is made in writing and signed by persons authorized to sign agreements on behalf of each party.

**Section 34. Contact Person/Lease Administrator.** For this Lease, the City's contact person and lease administrator is the Director.

**Section 35. 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  
Water Utilities Dept.  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
Attn: Executive Director  
(361) 826-1800

IF TO LESSEE:

Rotary Club of West Corpus Christi  
Attn: President  
P.O. Box 4613  
Corpus Christi, TX 78469-4613  
(361) 815-3099

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

**Section 36. Force Majeure.** No party to this Lease shall be liable for delays or failures in performance due to any cause beyond the party's 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 37. 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, the City and Lessee will each 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 38. 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 39. 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 40. Interpretation.** This Lease shall be interpreted according to the Texas laws that govern the interpretation of contracts. Venue lies in Nueces County, Texas, where this Lease was entered into and will be performed.

**Section 41. 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 42. 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 43. Severability.**

a. 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. Therefore, 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 by the law or judgment.

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 44. Venue.** Venue lies in Nueces County, Texas, where this lease was entered into and will be performed.

**Section 45. 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 Premises to be used in the operations.

**Section 46. 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 47. Acknowledgment.** Each party expressly agrees that it has independently read and understood 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 Council and executed by the City Manager or by City Manager's designee.

EXECUTED IN DUPLICATE ORIGINALS on the 16 day of October, 2017.

LESSEE: ROTARY CLUB OF WEST CORPUS CHRISTI

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

Jos. Adler, President

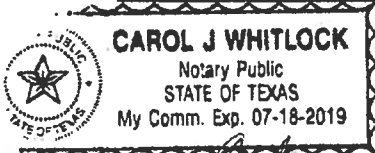
STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on October 16<sup>th</sup>, 2017, by \_\_\_\_\_, President of Rotary Club of West Corpus Christi, a Texas nonprofit corporation, on behalf of the corporation.

Carol J. Whitlock  
Notary Public, State of Texas

Printed Name: CAROL J. Whitlock

Seal: 

Expiration Date: Oct 16, 2019

**ATTEST:**

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Margie C. Rose  
City Manager

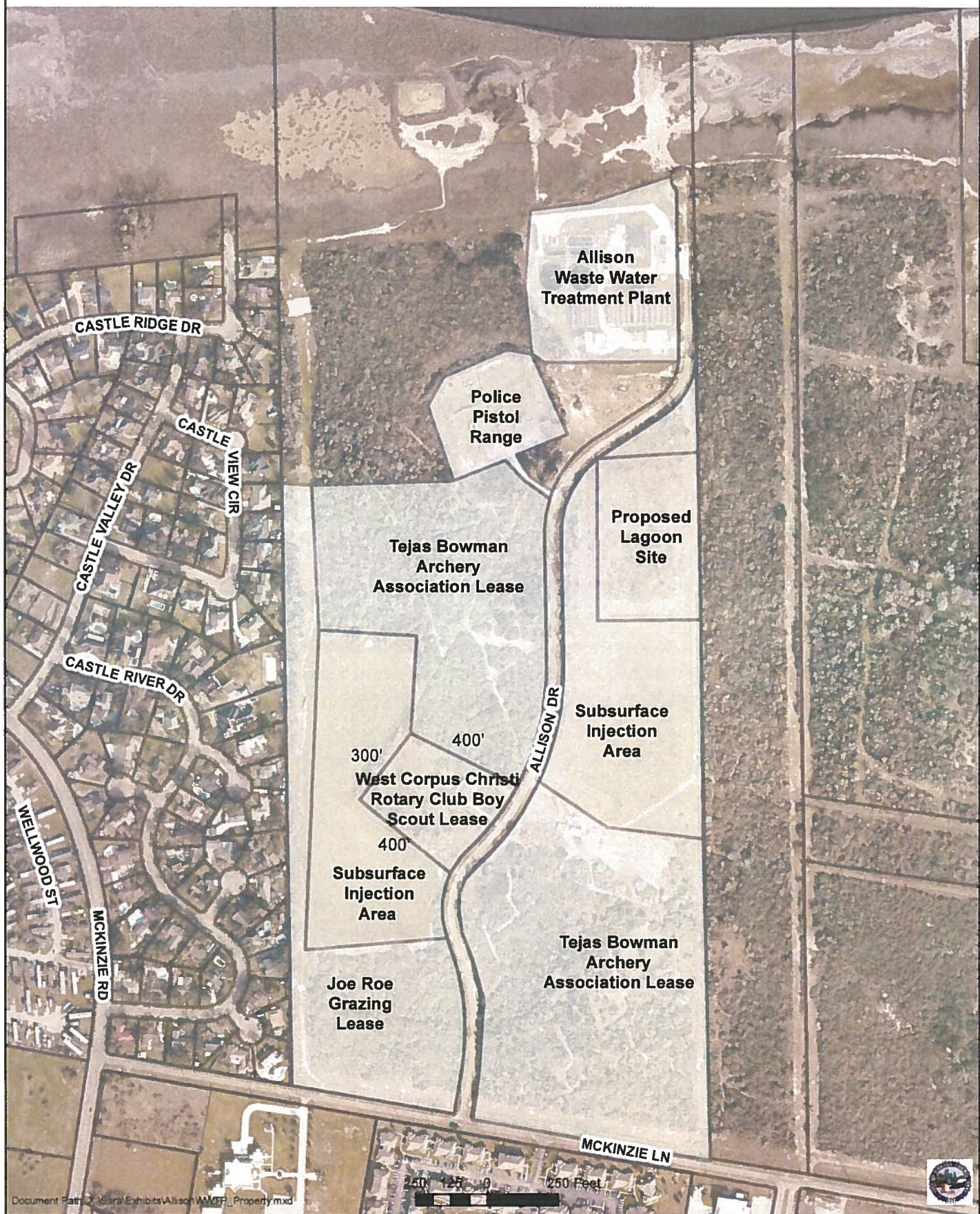
**APPROVED AS TO FORM:**

This 24 day of Oct., 2017

Lisa Aguilar  
\_\_\_\_\_  
Lisa Aguilar, Assistant City Attorney For City Attorney



# Exhibit A-1 - Location Map



## **EXHIBIT A-1**

An area 300' by 400' from Tract B, Nueces View Tract, recorded in Volume 28, page 64, Nueces County Plat Records, the same area more particularly described by the following metes and bounds: From the center line of McKenzie Road, a distance along the center of Allison Drive of 918', more or less, to a 2" pipe located upon the approximate right-of-way line (West) of Allison Drive, for a place of beginning, thence 400' Northwest to a 2" pipe, thence 300' Northeast to a 2" pipe, thence 400' Southeast to a 2" pipe on the approximate right-of-way line of Allison Drive, thence 300' Southwest along Allison Drive to the point of beginning, all of which being a 2.75 acre tract of land.



## EXHIBIT A-2

This Exhibit A2 contains detailed conditions for using the Premises ("Premises") defined in, and is attached to and governed by, the **CITY OF CORPUS CHRISTI, TEXAS Lease and Use Agreement with ROTARY CLUB OF WEST CORPUS CHRISTI.**

### 1. Lessee Maintenance Responsibilities.

**Lessee** must maintain the Premises and improvements constructed thereon. If **Lessee** fails to perform maintenance tasks as scheduled, or fails to perform repairs in a timely manner, City may do so and bill **Lessee**. **Lessee** must pay City within 30 days after **Director's** written demand. At a minimum, maintenance includes:

Lessee shall pick up and properly dispose of litter on a daily basis whenever the Premises are being used and weekly during the rest of the year;

Lessee shall keep the Premises (including any buildings, permanent or temporary) operational and in good repair; including, but not limited to, all improvements, irrigation systems and fair weather parking area;

Lessee must immediately report any vandalism to the Director, or his designee, and the Corpus Christi Police Department, Nueces County, Texas;

Lessee must keep safe and in good repair all improvements. Lessee must make all repairs within 48 hours after the need for repair is, or should have been discovered;

Lessee must keep any parking areas and access roads free of debris, properly designated, and free of potholes in accordance with standards issued by the Director. Lessee must repair potholes using the appropriate material, concrete or asphalt, within ten (10) working days after the need for repair is or should have been discovered;

Lessee must ensure that parking is confined to designated areas;

Lessee must maintain the Premises within the Lease boundary lines. Grass on the Premises must not exceed 12 inches. Failure to keep the grass below 12 inches shall be grounds for termination.



**Utilities.** Lessee must pay for all utilities, such as electricity, water, wastewater, and solid waste bills associated with its usage of the Premises. Lessee must pay for all its phone bills.

- 1.1 **Complaint Notice.** Lessee will post a notice at Premises, in a form approved by the **Director**, that if any participant or spectator has any complaints or concerns they may contact the City at 826-1800 and talk to the **Director**, or designee.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

**I. LESSEE'S LIABILITY INSURANCE**

- A. Lessee must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Lessee must furnish to the City's Risk Manager, 2 copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured on the General Liability policy, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day written notice of cancellation, material change, non-renewal, or termination and 10 day written notice of cancellation for non-payment of premium is required on all certificates	<b>Bodily Injury and Property Damage</b> Per occurrence aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury	<b>\$1,000,000 COMBINED SINGLE LIMIT</b>

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

**II. ADDITIONAL REQUIREMENTS**

**A. Certificate of Insurance:**

1. The **City of Corpus Christi** must be named as an **additional insured** on the General Liability coverage and a blanket waiver of subrogation is required on all applicable policies.
2. If your insurance company uses the standard ACORD form, the **cancellation clause** (bottom right) **must be amended** by adding the wording "changed or"

between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left".

3. The **name of the project** must be listed under "Description of Operations"
  4. At a minimum, a **30-day written notice** to the Risk Manager of cancellation, material change, non-renewal or termination and a **10 day written notice** of cancellation for non-payment of premium is required.
- B. If the Certificate of Insurance does not show on its face the existence of the coverage required by items 1.B (1)-(7), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(7) are included or excluded.