

## AMENDMENT NO. 1 TO PADRE ISLAND YACHT CLUB LEASE

Whereas, on August 23, 2011 the Corpus Christi City Council authorized a Lease Agreement with the Padre Island Yacht Club ("Club") regarding the use of city property through July 11, 2025;

Whereas, the City leases total leased area of 2.55 acres to the Padre Island Yacht Club;

Whereas, the Padre Island Yacht Club has requested additional leased area of additional 0.34 acres; and

Whereas, the Padre Island Yacht Club also requests change in Section 2 and other minor clarifications to the Lease Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Section 1 of the Lease Agreement is amended to extend the Premises as follows:

"1. Premises. City leases to Club a 40 foot wide by 795 foot long portion of submerged land adjacent to the Whitecap Plant, as described by ~~metes and bounds on~~ the attached and incorporated Exhibit A. Further City leases to Club an adjacent strip of upland 100 feet wide by 795 feet long, and an additional section of land 50 feet wide by 300 feet long, all as shown as a preliminary exhibit on Exhibit A, for a total leased area of 2.55 approximately 2.89 acres, collectively called "Premises".

2) Section 2b of the Lease Agreement regarding the Term is hereby amended as follows. The changes are shown in redline format.

"2. Term:

a. The original term of the 1995 lease was ten (10) years. The term of the 2005 lease was also for ten (10) years, commencing on July 11, 2005. The term of this lease shall be to extend the lease term to July 11, 2025 ("lease termination date").

b. The Club has the option, with approval of the City Council, to renew this lease for an additional ten (10) year term after the July 11, 2025 lease termination date ("renewal option").

c. At least two (2) years prior to the lease termination date of July 11, 2025, the Club shall give the City Manager written notice of whether the Club intends to exercise the renewal option. Within

sixty (60) days after the written notification, the City Council will advise the Club whether they approve the renewal. The approval may not be unreasonably withheld as long as the Club is in compliance with the terms of this Lease and the requested renewal is in compliance with the City's long-term wastewater management plans."

b-

3) Section 3 a of the Lease Agreement regarding Rental Payments is hereby amended as follows. The changes are shown in redline format.

"3. Rental Payments.

a. Club agrees to pay ten percent (10%) of all gross income or ~~\$2000~~ \$2300 annually, whichever is greater, from reoccurring monthly assessments and slip rentals, in advance on or before the tenth (10<sup>th</sup>) of each month.

b. Club shall keep records of the monthly dues and slip rent received. Club records of monthly dues and rent received must be open to City Manager's designated representative during Club's business hours. These records must be retained for five (5) years after expiration or other termination of this lease."

4) Section 4d and 4g of the Lease Agreement regarding Improvements is hereby amended as follows. The changes are shown in redline format.

"d. Club shall obtain all necessary permits and comply with all federal, state, and local laws and regulations, including platting requirements, with respect to construction and repairs to the pier and improvements. Any application to the Corps of Engineers ("Corps"), whether made in the name of the City or Club, must ~~shall~~ be submitted to City Engineer for ~~its~~ approval before submission to the Corps, which approval will not be unreasonably withheld, and all related expenses must be paid for by Club. The Club is responsible for payment of all costs related to any required permits, including costs for any required zoning and platting changes."

"g. A boat pump out facility has been constructed upon the premises, the boat pump out facility is deemed to be an improvements, and all necessary approvals and permits for the boat pump out facility have been received. The Club shall exercise reasonable normal care and maintenance of the boat pump out facility, provided that ~~the all boats~~ has have reasonable water access at all times to the boat pump out facility."

5) Section 16 and Section 17 regarding Drug Policy and Violence in the Workplace Policy are amended as follows. The changes are shown in redline format.

"16. Drug Policy. Upon hiring one or more full or part time employees, Lessee Club must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City's policy."

"17. Violence Policy. Upon hiring one or more full or part time employees, Lessee Club must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City's policy."

6) The City will obtain a final metes and bounds survey exhibit to identify the entire leased Premises, to be attached as new Exhibit A. The Club shall reimburse the City for the cost of the survey, within 30 days of invoice from the City.

7) All other terms and conditions of the previously executed Agreement between the parties which are not inconsistent herewith shall continue in full force and effect.

8) This Amendment becomes effective upon the expiration of sixty days after final City Council approval.

EXECUTED IN DUPLICATE ORIGINALS this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the authorized representative of the parties.

**City of Corpus Christi, Texas**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to legal form: 10/18/2017

*Lisa Aguilar*

Lisa Aguilar, Assistant City Attorney  
For the City Attorney

**Padre Island Yacht Club**

By: *Harold Smith*  
Harold Smith, Commodore  
Date: 10/19/17

Exhibit A

