

COMMERCIAL LAND LEASE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES §

THIS AGREEMENT is made and entered into by and between the **City of Corpus Christi**, a Texas home-rule municipal corporation (hereinafter referred to as “City”), and **Blue Marlin Holdings, LLC**, with its office and principal place of business at PO Box 6731, Corpus Christi, Texas 78466, (“hereinafter referred to as “Lessee”).

1. Premises.

a. In consideration of the rents herein, City leases to Lessee Tract I containing 1.068 acres of land more or less and Tract II containing .20 acres of land more or less, situated in Nueces County, Texas, (together “Premises”) as shown on the attached **Exhibit A**.

b. This Lease is made subject to all valid oil, gas, and mineral Leases and all pipeline transmission and all other rights-of-way of record, all easements of record, and all restrictions and regulations set forth in the Corpus Christi Code of Ordinances affecting the property.

c. Lessee assumes the sole responsibility for the entire cost and construction of any and all improvements that it requires for the Premises.

2. Permitted Uses.

a. The Premises may only be used for the operation of a Recreational Vehicle (RV) or Travel Trailer Park and for related activities normal and customary to such business. Lessee shall not use or operate nor cause, suffer, or allow all or any part of the Premises to be used as a private residence or home site.

b. The Premises must be operated as a public accommodation at all times, without any limitation and no discrimination based on age, race, religion, color, sex, disability, national origin or other unreasonable limitation or private membership requirement, at nondiscriminatory rates, which must be prominently posted on the campground. Lessee must comply with all Federal, State, and local laws, rules, and regulations, including all applicable Americans with Disability Act (ADA) requirements.

3. Term. The term of this Lease shall be five years, unless sooner terminated under another section of this Lease. The Lease begins **October 1, 2021 and ends September 30, 2026**.

4. Payment.

a. For and in consideration of the rights and privileges granted in this Lease, Lessee agrees to pay the City a monthly rent of **\$1,225.00** for the Premises. The monthly payments for the term of the lease shall be due and payable without demand or notice in equal monthly installments on the first day of each month beginning October 1, 2021.

b. The rental payment must be made to City at the following address:

City of Corpus Christi
Accounts Receivable Division
P.O. Box 9277
Corpus Christi, Texas 78469-9277

c. Lessee is “delinquent” or “in default” if the City has not received Lessee’s rental payment on or before 5:00 p.m. on the 10th day of the month following the calendar month for which the rental obligation accrues. If the 10th day falls on a weekend or a holiday, payment may be tendered on the first business day thereafter. **Any payment received after the deadline stated above will be assessed a Late Fee of six percent of the monthly payment.** Lessee’s failure to pay the amount due or provide the amount due within five days after the City so requests in writing is grounds to terminate this Lease.

5. Move-In Condition. Lessee has inspected the Leased Premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this Lease. City has made no express or implied warranties as to the physical or environmental condition of the Premises.

6. Move-out Condition.

a. At the time the Lease ends, Lessee will surrender the Premises in the same condition as when received. “Surrender” is defined as vacating the Leased Premises and returning all keys and access devices to the City. Lessee will leave the Leased Premises in a clean condition free of all trash, debris, personal property, hazardous material, and environmental contaminants.

b. If Lessee leaves any personal property in the Leased premises after Lessee surrenders possession of the Leased Premises, the City may (1) require Lessee, at Lessee’s expense, to remove the personal property by providing written notice to Lessee; or (2) retain such personal property as forfeited property to the City.

c. The City may require the Lessee, upon move-out and at Lessee’s expense, to remove, without damage to the Leased Premises, any or all fixtures that were placed on the Leased Premises by or at the request of the Lessee. Any fixtures that the City does not require Lessee to remove become the property of the City and must be surrendered to City at the time the Lease ends.

7. Peaceful Enjoyment. Lessee may peacefully have, hold and enjoy the Premises, subject to the other terms hereof and subject to Lessee paying the rentals herein recited and performing all of its covenants and agreements herein.

8. Financing.

a. City recognizes that Lessee may borrow funds to construct Structures or Buildings, or for other purposes, secured by a first lien on security which includes Lessee's interest in the Structures and Buildings and the Leasehold estate for the Premises. The fee simple estate of City in the surface estate burdened by Lessee's Leasehold estate must not be subject to such lien, and the lien instrument must contain the following language, or other similar language, approved by the City Attorney:

“Lender agrees that the lien created by this instrument is effective only as to the Leasehold estate of _____, as Lessee, by and between the City of Corpus Christi, as Lessor, and _____ as Lessee, and that this instrument does not affect the fee simple interest in the Premises owned by the City of Corpus Christi.”

b. In the event of any foreclosure by any holder of a lien or liens on the Structures of Buildings and the Leasehold estate in the Premises, such lienholder or other purchaser at foreclosure and its successors and assigns shall succeed to all rights, privileges, and duties of Lessee, including without limitation, the duty to pay rent.

9. Utilities. Lessee must pay all costs of all gas, electricity, water, wastewater or other utilities furnished to or used by Lessee on the Premises.

10. Improvements.

a. Lessee shall provide on the Premises good roads, drainage, sanitary sewer system, restroom facilities, electrical system, potable water system, and individual campsites to fully utilize the Premises as permitted in section 2 and as required by all other provisions of this Lease.

b. All construction and repairs on the Premises must be done in accordance with Federal, State, and local codes, laws, and regulations.

c. Any physical additions or other improvements made to the Premises by Lessee will remain Lessee's property during the duration of the lease. If Lessee is not in default upon termination of lease or move-out, Lessee may remove any such improvements so long as the removal does not damage the underlying surface estate.

11. Special Permit Compliance. As a condition of this lease, Lessee agrees to keep the leased Premises and the entire Travel Trailer Park in compliance at all times with the terms and conditions of the Special Permit (SP) granted under Ordinance No. 9909 dated September 2, 1970, which is attached as **Exhibit B**.

12. Maintenance and Repairs.

a. Lessee must clean, landscape and maintain the Premises to preserve the natural terrain and growth. Lessee must keep the Premises free from debris and refuse and must maintain the Premises in a clean and sanitary condition at all times.

b. Lessee must safely maintain the Structures, Buildings, and Utility Services and regulate their use and occupancy so that there is no hazard or danger to the persons or property on or at the Premises. Further, Lessee's use and occupancy of the Structures and Buildings must comply with all applicable federal, state, and local laws, rules, and regulations. If Lessee's construction, use or maintenance of any Structures or Building causes any damage to the Premises, Lessee must repair or replace the Premises to the equivalent improvement existing prior to the damage. At lease termination and move-out, Lessee must deliver the Premises in good order and condition. Upon such termination, City has the right to reenter and resume possession of the Premises.

13. Entry for Inspection. City, by its officers, agents, employees, or representatives, may enter upon any and all parts of the Premises at all reasonable times to inspect said conditions of the Premises.

14. Sanitation. Lessee must store garbage and trash in designated areas within the Premises and must use dumpster type containers as the larger collection facilities. Such containers must be housed in a small building, screened, or at appropriately landscaped area(s), at Lessee's expense. The garbage container area must be landscaped and maintained by Lessee. Lessee must obtain garbage pickup to keep Premises free from odor and pests. Nothing must be stored outside either the dumpster itself or the dumpster housing.

15. Signs and Lighting. Exterior signs and lighting must meet acceptable architectural standards and be in compliance with applicable building code requirements.

16. Hurricane Preparedness. If the Corpus Christi area is threatened by a hurricane or some other emergency situation, Lessee must comply with directives of the City Manager or designee pursuant to the City's Hurricane Preparedness Plan.

17. Non-discrimination. Lessee warrants that it is and will continue to be an equal opportunity employer and hereby covenants that no employee or customer will be discriminated against because of race, religion, sex, age, disability, creed, color, or national origin. Violation of this provision is grounds for the City to immediately terminate this Lease. Lessee shall provide all services and activities required to comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

18. Legal Use. Lessee must not occupy or use or permit any portion of the Premises to be occupied or used, for any business or purpose which is unlawful, or deemed to be disreputable, or a nuisance or hazardous.

19. Assignment or Sub-Lease.

a. In accordance with the City Charter of the City of Corpus Christi, and specifically Article IX of the City Charter, any assignment of this Lease requires prior approval by ordinance of the City Council. In authorizing this Lease, City Council, by ordinance, has delegated authority to the City Manager or designee to approve assignments of this Lease to subsequent purchasers of the travel trailer park currently known as Puerto Del Sol RV Park.

b. Lessee may not assign this Lease, either in whole or in part, without the prior written consent of the City Manager or designee. Any attempted assignment without the prior written consent of the City renders this Lease null and void.

c. In the event this Lease is assigned, then each provision, term, covenant, obligation, and condition required to be performed by Lessee will be binding upon any assignee. Any failure of assignee to strictly comply with each provision, term, covenant, obligation, and condition herein will render this Lease null and void.

20. Default.

a. **Default of Lessee.** If Lessee fails to pay the rent due hereunder or defaults in performing any other term, covenant or condition of this Lease, the City may, after 15 days written notice to Lessee, declare this Lease terminated, and City staff may immediately reenter the Premises and remove all persons without legal process and without prejudice to any of its other legal rights. Lessee expressly waives (1) all claims for damages by reason of such reentry and (2) all claims for damages due to any distress warrants or proceedings of sequestration to recover the rent or possession of the Premises from Lessee. The City may not declare this Lease terminated if, within 15 days after notice of any default, Lessee fully cures such default.

b. **Default of City.** If City defaults in the performance of any covenant or agreement herein contained, which continues for 30 days after Lessee's written notice to the City Manager as set out below, then Lessee may declare the Lease ended and may vacate said Premises and owe no further rent and have no further obligations under this Lease.

c. A waiver by either Party of any breach or breaches of any of the provisions of this Lease is not deemed a continuing breach as long as the default continues.

d. If correction of any default reasonably requires a period exceeding 30 days, the non-defaulting Party will grant a reasonable extension.

21. Attorney's Fees. In the event Lessee defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and City places the enforcement of this Lease or any part thereof, or the collection of any rent due or to become due hereunder or recovery of the possession of the demised premises, in the hands of an attorney, or files suit upon same, Lessee agrees to pay City reasonable attorney's fees and payment of the same shall be secured in a like manner as herein provided as to security for rent.

22. Waiver. Failure of City to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but City shall

have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder either at law or in equity.

23. Bankruptcy. If voluntary bankruptcy proceedings are initiated by anyone to adjudge Lessee as bankrupt, or if execution is issued against it, or if the interest of Lessee in this contract passes by operation of law to any person other than the City, this Lease may, at the option of the City, be terminated by notice addressed to Lessee at the Premises and posted in the United States mail.

24. Abandonment. If the Premises are abandoned or vacated by Lessee, City may Lease the premises again for the remainder of the period covered hereby, and if the rent received through such subletting is not equal to the guaranteed rent provided for hereunder, Lessee shall pay and satisfy any deficiencies between amount of the rent called for and that received through subletting by the City.

25. Notice and Addresses.

a. All notices, demands, requests, or replies provided for or permitted by this Lease must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid to the addresses stated below; (3) by email; or (4) by deposit with an overnight express delivery service at:

If to City:

City of Corpus Christi
Attn: Director of Engineering Services
P.O. Box 9277
Corpus Christi, Texas 78469-9277

If to Lessee:

Blue Marlin Holdings, LLC
Attn: Gabriel Goodman
PO Box 6731
Corpus Christi, Texas 78466

b. Notice deposited with the United States Postal Service in the manner described above is deemed effective on the third day after deposit.

c. Notice by overnight express delivery service is deemed effective one business day after transmission to the overnight express carrier.

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 10 days after the address is changed.

26. Modifications. No changes or modifications to the Lease may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

27. Insurance.

a. Lessee must provide, prior to execution of the Lease, a Commercial General Liability Policy in the amounts and types of coverage shown on the Insurance Requirements, attached and incorporated as **Exhibit C**. Lessee's insurance company(ies) must provide the City certificate(s) of insurance 30 days prior to the annual anniversary date of the Effective Date of the Lease, which shows the level and type of insurance. Lessee's insurance company(ies) must also provide the City 30 days notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies). All notices must be sent to the City at the address stipulated in Section 25.

b. The City's Risk Manager will annually assess the level and types of insurance required by the Lease. The Risk Manager can increase or decrease the level or types of insurance by giving Lessee notice not less than 60 days prior to the annual anniversary date of the Effective Date of the Lease. Lessee has 30 days to procure the changed insurance limits and provide written proof of insurance to the City.

28. Indemnity.

a. **In consideration of allowing Lessee to use the Premises, Lessee ("Indemnitor") covenants to fully indemnify, defend 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 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 sole, contributing or concurrent negligence of Indemnitees, or any of them, 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 based thereon 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 any the liability, injury, damage, loss, demand, claim, or action.**

b. Lessee covenants and agrees that in the event the 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 must defend City and Indemnitees with counsel satisfactory to City.

29. Taxes. Lessee must pay all taxes and all other licenses and fees required to operate and maintain operations which Lessee's use of the Premises cause to be assessed against the Premises and any Fixed Assets or Personal Property appurtenant thereof, prior to the due date.

30. Interpretation.

a. This Lease must be interpreted according to the Texas laws which govern the interpretation of contracts. Venue lies in Nueces County, where this Lease was entered into and will be performed.

b. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision.

31. 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 business days or otherwise waive this right as a defense.

32. Entire Agreement. This Lease and the exhibits incorporated and attached constitute the entire agreement between the City and Lessee for the use granted. All other agreements, promises and representations with respect thereto, unless contained in this Lease, are expressly revoked, as it is the parties' intent to provide for a complete understanding within the provisions of the document, and the exhibits incorporated and attached hereto, the terms, conditions, promises, and covenants relating to Lessee's commercial operations and the Premises to be used in the conduct of said operations. The unenforceability, invalidity, or illegality of any provision of this Lease does not render the other provision unenforceable, invalid, or illegal.

33. 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-ventures, 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.

34. 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.

35. Termination. This Lease may be terminated by the City upon 90 days notice to Lessee.

36. Governmental Immunity. This Agreement is to perform a governmental function solely for the public benefit.

37. Acknowledgement. The parties expressly agree that they have each 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 designee.

EXECUTED this _____ day of _____, 2021 by the authorized representatives of the parties.

LESSEE

Blue Marlin Holdings, LLC

Gabriel Goodman

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2021, by Gabriel Goodman, as _____, of Blue Marlin Holdings, LLC.

Notary Public, State of Texas

LESSOR

CITY OF CORPUS CHRISTI, TEXAS

Jeff H. Edmonds, P.E.
Director of Engineering Services

ATTEST:

Rebecca Huerta, City Secretary

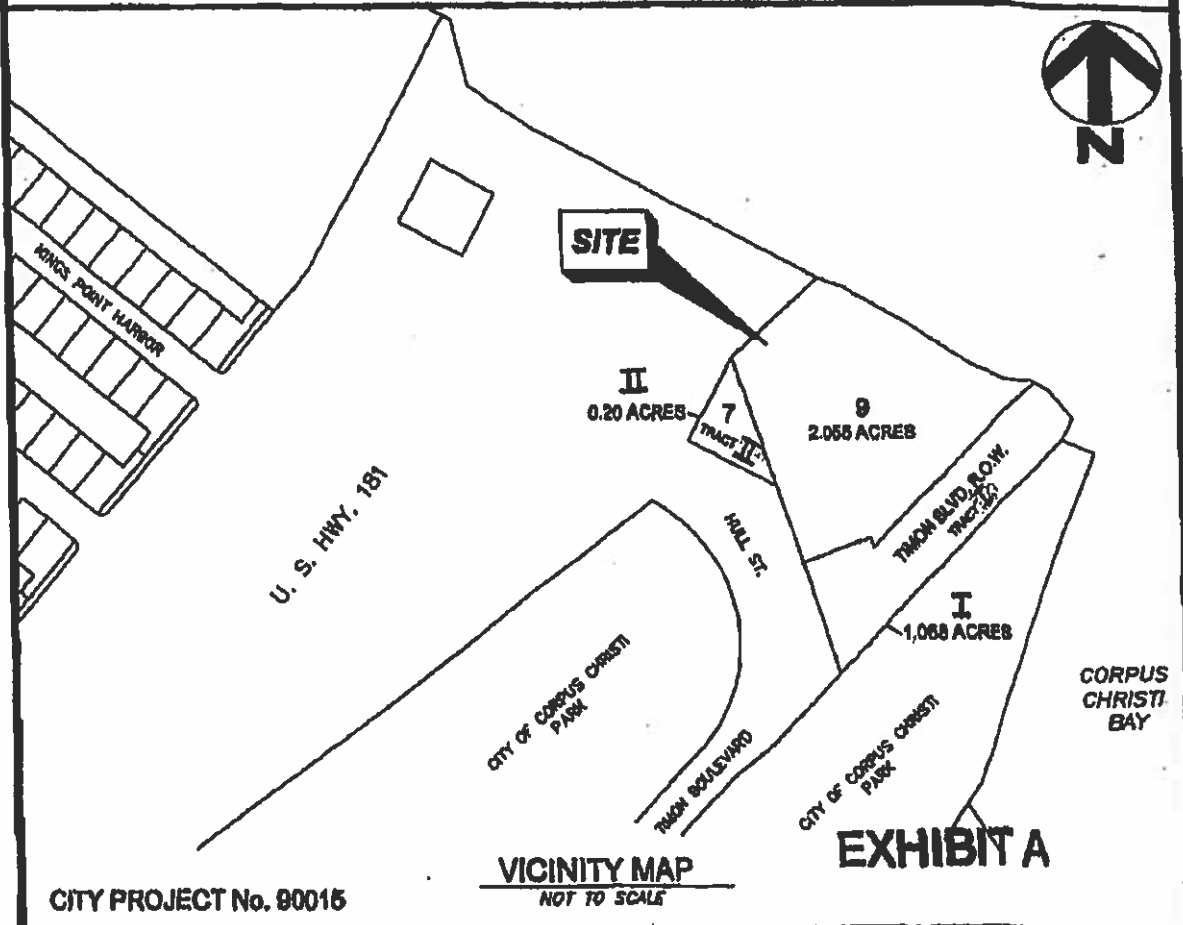
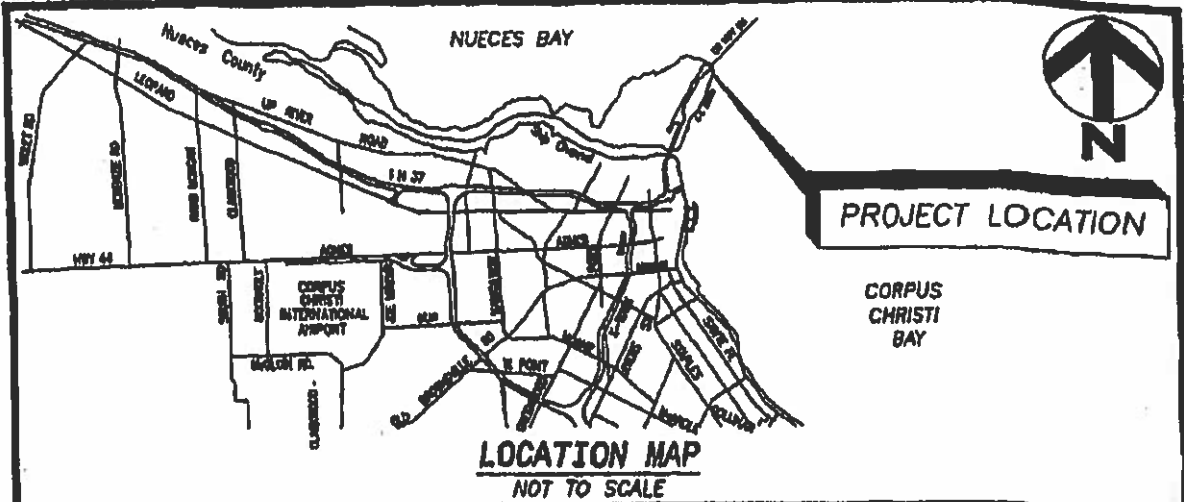
STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2021,
by Jeff H. Edmonds, Director of Engineering Services of the City of Corpus Christi, a Texas
home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM
FOR THE CITY ATTORNEY

Janet Whitehead, Assistant City Attorney



CITY PROJECT No. 90015

**COMMERCIAL LAND LEASE
TRACTS I & II
NORTH BEACH, CORPUS CHRISTI, TX**

CITY COUNCIL EXHIBIT
CITY OF CORPUS CHRISTI, TEXAS
DEPARTMENT OF ENGINEERING SERVICES
PAGE: 1 of 1
DATE: 10/02/2008



AN ORDINANCE

AMENDING THE ZONING ORDINANCE OF THE CITY OF CORPUS CHRISTI ADOPTED ON THE 27TH DAY OF AUGUST, 1937, APPEARING OF RECORD IN VOLUME 9, PAGES 565, ET SEQ, OF THE ORDINANCE AND RESOLUTION RECORDS, AS AMENDED FROM TIME TO TIME AND PARTICULARLY AS AMENDED BY ORDINANCE NO. 6106, AS AMENDED, UPON APPLICATION OF THE CITY OF CORPUS CHRISTI BY GRANTING A SPECIAL COUNCIL PERMIT FOR OPERATION OF A TRAVEL TRAILER PARK ON A 2.83-ACRE TRACT OF LAND LOCATED IN BROOKLYN ADDITION, BLOCK 414, LOTS 1, 3 AND 5, AND THE GIVENS TRACT, PLUS THE STREET RIGHT OF WAY OF TIMON BOULEVARD LOCATED ON THE NORTH END OF CORPUS CHRISTI BEACH, WEST OF TIMON PARKWAY (RAILROAD RIGHT OF WAY), EAST OF HIGHWAY 181, NORTH OF HULL STREET TO CORPUS CHRISTI BAY, IN THE CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS, IN COMPLIANCE WITH THE CONDITIONS LISTED IN THE ANNEXED EXHIBIT "A", AND AS MORE FULLY DESCRIBED ON THE APPROVED SITE PLAN, ATTACHED HERETO AND MADE A PART HEREOF; KEEPING IN EFFECT ALL OTHER PROVISIONS OF THE EXISTING ORDINANCE AS AMENDED; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EMERGENCY.

WHEREAS, THE ZONING AND PLANNING COMMISSION HAS FORWARDED TO THE CITY COUNCIL ITS REPORTS AND RECOMMENDATIONS CONCERNING THE APPLICATION OF THE CITY OF CORPUS CHRISTI FOR AMENDMENT TO THE ZONING MAP OF THE CITY OF CORPUS CHRISTI; AND

WHEREAS, PUBLIC HEARING WAS HELD AT WHICH HEARING ALL PERSONS WISHING TO APPEAR AND BE HEARD WERE HEARD, TO CONSIDER THE SAME BEFORE THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, IN ACCORDANCE WITH PROPER NOTICE TO THE PUBLIC, SAID PUBLIC HEARING HAVING BEEN HELD ON JULY 22, 1970, AT REGULAR COUNCIL MEETING OF THE CITY COUNCIL IN THE COUNCIL CHAMBER AT CITY HALL IN THE CITY OF CORPUS CHRISTI; AND

WHEREAS, BY MOTION DULY MADE, SECONDED AND CARRIED, IT WAS DECIDED BY THE CITY COUNCIL THAT TO APPROVE THE HEREINAFTER SET FORTH AMENDMENT WOULD BEST SERVE PUBLIC HEALTH, NECESSITY AND CONVENIENCE AND THE GENERAL WELFARE OF THE CITY OF CORPUS CHRISTI AND ITS CITIZENS:

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

SECTION 1. THAT THE ZONING ORDINANCE OF THE CITY OF CORPUS CHRISTI, TEXAS, PASSED ON THE 27TH DAY OF AUGUST, 1937, APPEARING OF RECORD IN VOLUME 9, PAGES 565, ET SEQ, OF THE ORDINANCE AND RESOLUTION RECORDS, AS AMENDED FROM

TIME TO TIME, AND IN PARTICULAR AS AMENDED BY ORDINANCE No. 6106, AS AMENDED, BE AND THE SAME IS HEREBY AMENDED BY MAKING THE CHANGE HEREINAFTER SET OUT.

SECTION 2. THAT A SPECIAL COUNCIL PERMIT BE GRANTED FOR OPERATION OF A TRAVEL TRAILER PARK ON A 2.83-ACRE TRACT OF LAND LOCATED IN BROOKLYN ADDITION, BLOCK 414, LOTS 1, 3 AND 5, AND THE GIVENS TRACT, PLUS THE STREET RIGHT OF WAY OF TIMON BOULEVARD, LOCATED ON THE NORTH END OF CORPUS CHRISTI BEACH, WEST OF TIMON PARKWAY (RAILROAD RIGHT OF WAY), EAST OF HIGHWAY 181, NORTH OF HULL STREET TO CORPUS CHRISTI BAY, IN THE CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS, AS MORE FULLY DESCRIBED ON THE SITE PLAN, APPROVED BY THE PLANNING COMMISSION, A COPY OF WHICH SITE PLAN IS ATTACHED HERETO AND MADE A PART HEREOF, SUBJECT TO ALL OTHER REQUIREMENTS OF "B-4" DISTRICT.

THE SPECIAL COUNCIL PERMIT HEREIN GRANTED SHALL BE CONDITIONED ON THE FULL AND CONTINUOUS COMPLIANCE BY THE PERMITTEE WITH ALL TERMS AND CONDITIONS AS TO CONSTRUCTION, USE AND OPERATION OF THE TRAVEL TRAILER PARK DETAILED IN EXHIBIT "A", A COPY OF WHICH IS ANNEXED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF FOR ALL PURPOSES. IN THE EVENT THE BOARD OF ADJUSTMENT GRANTS, ORDERS OR PERMITS ANY USE, CHANGE, ALTERATION, IMPROVEMENT, VARIANCE OR SPECIAL EXCEPTION AS TO THE SUBJECT PROPERTY, THIS SPECIAL PERMIT SHALL THEREUPON BECOME NULL AND VOID AND OF NO FORCE AND EFFECT WHATSOEVER. THE SPECIAL PERMIT GRANTED HEREIN MAY BE CANCELLED BY ORDER OR ORDINANCE OF THE CITY COUNCIL EFFECTIVE AFTER 30 DAYS FROM THE DATE OF PUBLICATION OF SUCH ORDER OR ORDINANCE.

SECTION 3. THAT THE OFFICIAL ZONING MAP OF THE CITY OF CORPUS CHRISTI, TEXAS, BE, AND THE SAME IS HEREBY AMENDED AS HEREIN ORDAINED.

SECTION 4. THAT THE ZONING ORDINANCE AND MAP OF THE CITY OF CHRISTI, TEXAS, APPROVED ON THE 27TH DAY OF AUGUST, 1937, AS AMENDED FROM TIME TO TIME, EXCEPT AS HEREIN CHANGED, SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 5. THAT ALL ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HEREWITH ARE HEREBY EXPRESSLY REPEALED.

SECTION 6. THAT THE NECESSITY OF IMMEDIATELY MAKING AFORESAID CHANGE FOR THE PURPOSE OF MAINTAINING AT ALL TIMES A COMPREHENSIVE ZONING ORDINANCE FOR THE CITY OF CORPUS CHRISTI CREATES A PUBLIC EMERGENCY AND

AN IMPERATIVE PUBLIC NECESSITY REQUIRING THE SUSPENSION OF THE CHARTER RULE THAT NO ORDINANCE OR RESOLUTION SHALL BE PASSED FINALLY ON THE DATE OF ITS INTRODUCTION AND THAT SUCH ORDINANCE OR RESOLUTION SHALL BE READ AT THREE SEVERAL MEETINGS OF THE CITY COUNCIL, AND THE MAYOR HAVING DECLARED THAT SUCH EMERGENCY AND NECESSITY EXIST, AND HAVING REQUESTED THE SUSPENSION OF THE CHARTER RULE AND THAT THIS ORDINANCE BE PASSED FINALLY ON THE DATE OF ITS INTRODUCTION AND TAKE EFFECT AND BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, IT IS ACCORDINGLY SO ORDAINED, THIS THE 2nd DAY OF

Sept, 1970.

ATTEST:

D. Ray King
CITY SECRETARY

Jack Macdonald
MAYOR
THE CITY OF CORPUS CHRISTI, TEXAS

APPROVED:

2nd DAY OF September, 1970:

James R. Riggs
ACTING CITY ATTORNEY

EXHIBIT "A"

THE FOLLOWING ARE THE SPECIAL PERMIT CONDITIONS:

1. THAT THE AREA BE LIMITED TO MOBILE CAMPERS OR TRAVEL TRAILERS WHICH ARE DESIGNED AS A VEHICULAR AUTOMOBILE STRUCTURE BUILT ON A CHASSIS OR A CAMPER FOLDING STRUCTURE MOUNTED ON WHEELS, BOTH DESIGNED TO BE USED AS TEMPORARY DWELLINGS FOR TRAVEL RECREATION AND CAMPING USE. BOTH SUCH TYPES MAY BE DEPENDENT OR INDEPENDENT TRAILERS WHICH MAY REQUIRE SUCH SERVICES AS BUILDINGS FOR TOILETS, SHOWERS OR BATHING, AND LAVATORY FACILITIES.
2. ACCESS TO THE MOBILE CAMPER OR TRAVEL TRAILER PARK SHALL BE FROM AN ARTERIAL HIGHWAY OR SECONDARY THOROUGHFARE. THE NUMBER AND LOCATION OF ACCESS DRIVES SHALL BE CONTROLLED FOR SAFETY AND PROTECTION OF PERSONAL PROPERTY. NO MOBILE CAMPER OR TRAVEL TRAILER SPACES SHALL BE DESIGNED FOR DIRECT ACCESS TO A STREET OUTSIDE THE PREMISES OF THE MOBILE CAMPER OR TRAVEL TRAILER PARK. INTERIOR ACCESS DRIVES SHALL BE AT LEAST 24 FEET IN WIDTH, SURFACED, AND MAINTAINED IN A SMOOTH HARD AND DENSE SURFACE WHICH SHALL BE WELL DRAINED.
3. THERE SHALL BE NO MINIMUM LOT AREA FOR A MOBILE CAMPER OR TRAVEL TRAILER SPACE IN A MOBILE CAMPER OR TRAVEL TRAILER PARK EXCEPT THAT MOBILE CAMPERS SHALL BE SO HARBORED ON EACH SPACE THAT THERE SHALL BE AT LEAST A 10-FOOT UNOBSTRUCTED CLEARANCE BETWEEN MOBILE CAMPERS PROVIDED, HOWEVER, THAT NO PART OF A MOBILE CAMPER OR TRAVEL TRAILER SHALL BE LOCATED CLOSER THAN 20 FEET TO ANY BUILDING WITHIN THE PARK NOR CLOSER THAN 5 FEET TO ANY ACCESS DRIVE, NOR 25- FEET TO ANY ABUTTING PUBLIC STREET OR HIGHWAY. THERE SHALL BE NO MORE THAN 25 MOBILE CAMPERS OR TRAVEL TRAILER SPACES PER ACRE OF GROSS SITE AREA.
4. EACH MOBILE CAMPER OR TRAVEL TRAILER SPACE SHALL PROVIDE SUFFICIENT PARKING AND MANEUVERABILITY SPACE SO THE PARKING, LOADING OR MANEUVERING OF TRAILERS INCIDENTAL TO PARKING SHALL NOT NECESSITATE THE USE OF ANY PUBLIC STREET, SIDEWALK OR RIGHT-OF-WAY OR ANY PRIVATE GROUNDS NOT PART OF THE MOBILE CAMPER OR TRAVEL TRAILER PARK.
5. IN ALL MOBILE CAMPERS OR TRAVEL TRAILER PARKS THERE SHALL BE AT LEAST ONE RECREATION AREA WHICH SHALL BE ACCESSIBLE FROM ALL SPACES. THE SITE OR SITES OF SUCH RECREATION AREA OR AREAS SHALL TOTAL NOT LESS THAN EIGHT PERCENT OF THE GROSS SITE AREA OR 2,500 SQUARE FEET, WHICHEVER IS GREATEST.
6. OUTSIDE LIGHTING SHALL BE ERRECTED IN SUCH A MANNER THAT IT NOT BE DETRIMENTAL TO OR PROJECT ONTO ADJACENT PROPERTIES AND ANY OUTDOOR ADVERTISING SHALL BE RESTRICTED BY THE ZONING DISTRICT IN WHICH THE PARK IS SITUATED.
7. AN ACCESSIBLE, ADEQUATE, SAFE, AND POTABLE SUPPLY OF WATER SHALL BE PROVIDED IN EACH MOBILE CAMPER OR TRAVEL TRAILER PARK. WHERE A PUBLIC SUPPLY OF WATER OF SATISFACTORY QUANTITY, QUALITY, AND PRESSURE IS AVAILABLE, CONNECTION SHALL BE MADE THERETO, AND ITS SUPPLY USED EXCLUSIVELY AND SHALL MEET ALL STANDARDS OF THE CITY OF CORPUS CHRISTI PLUMBING ORDINANCE. EACH MOBILE CAMPER OR TRAVEL TRAILER PARK SHALL BE PROVIDED WITH ONE OR MORE EASILY ACCESSIBLE WATER SUPPLY OUTLETS FOR FILLING TRAILER WATER STORAGE TANKS. SUCH WATER SUPPLY OUTLETS SHALL CONSIST OF AT LEAST A WATER HYDRANT AND THE NECESSARY APPURTENANCES.
8. A CENTRAL SERVICE BUILDING CONTAINING THE NECESSARY TOILET AND OTHER PLUMBING FIXTURES SPECIFIED SHALL BE PROVIDED IN MOBILE CAMPER OR TRAVEL TRAILER PARKING AREAS WHICH PROVIDE PARKING SPACES FOR DEPENDENT

TRAILERS. SERVICE BUILDINGS SHALL BE CONVENIENTLY LOCATED WITHIN A RADIUS OF APPROXIMATELY 300 FEET TO THE SPACES TO BE SERVED.

No. of PARKING SPACES	TOILETS		URINALS	LAVATORIES		SHOWERS		OTHER FIXTURES
	MEN	WOMEN	MEN	MEN	WOMEN	MEN	WOMEN	
1-15	1	1	1	1	1	1	1	1 SERVICE
16-30	1	2	1	2	2	1	1	SINK WITH
31-45	2	2	1	3	3	1	1	A FLUSHING
46-60	2	2	1	3	3	2	2	RIM
61-80	3	4	2	4	4	2	2	
81-100	3	4	2	4	4	3	3	

FOR PARKING AREAS HAVING MORE THAN 100 TRAVEL TRAILER SPACES THERE SHALL BE PROVIDED: 1 ADDITIONAL TOILET AND LAVATORY FOR EACH SEX PER EACH ADDITIONAL 30 TRAILER SPACES; 1 ADDITIONAL SHOWER FOR EACH SEX PER EACH ADDITIONAL 40 TRAILER SPACES AND 1 ADDITIONAL MEN'S URINAL PER EACH ADDITIONAL 100 TRAILER SPACES.

ALL ROOMS CONTAINING SANITARY OR LAUNDRY FACILITIES SHALL:

- A) HAVE SOUND RESISTANT WALLS EXTENDING TO THE CEILING BETWEEN MALE AND FEMALE SANITARY FACILITIES, WALLS AND PARTITIONS AROUND SHOWERS, BATHTUBS, LAVATORIES AND OTHER PLUMBING FIXTURES SHALL BE CONSTRUCTED OF DENSE, NON-ABSORBENT, WATER PROOF MATERIAL OR COVERED WITH MOISTURE RESISTANT MATERIAL;
- B) HAVE AT LEAST ONE WINDOW OR SKYLIGHT FACING DIRECTLY TO THE OUTDOORS. THE MINIMUM AGGREGATE GROSS AREA OF WINDOWS FOR EACH REQUIRED ROOM SHALL BE NOT LESS THAN 10 PERCENT OF FLOOR AREA SERVED BY THEM;
- C) HAVE AT LEAST ONE WINDOW WHICH CAN BE EASILY OPENED OR A MECHANICAL DEVICE WHICH WILL ADEQUATELY VENTILATE THE ROOM.

TOILETS SHALL BE LOCATED IN SEPARATE COMPARTMENTS EQUIPPED WITH SELF-CLOSING DOORS. THE SHOWER STALLS SHALL BE OF INDIVIDUAL TYPE. THE ROOMS SHALL BE SCREENED TO PREVENT DIRECT VIEW OF THE INTERIOR WHEN THE EXTERIOR DOORS ARE OPEN.

HOT AND COLD WATER SHALL BE FURNISHED TO EVERY LAVATORY, SINK, BATH-TUB, SHOWER AND LAUNDRY FIXTURE, AND COLD WATER SHALL BE FURNISHED TO EVERY WATER CLOSET AND URINAL.

A SANITARY STATION SHALL BE PROVIDED CONSISTING OF AT LEAST A TRAPPED 4" SEWER RISER PIPE, CONNECTED TO THE MOBILE CAMPER OR TRAVEL TRAILER PARK AREA SEWERAGE SYSTEM SURROUNDED AT THE INLET END BY A CONCRETE APRON SLOPED TO THE DRAIN, AND PROVIDED WITH A SUITABLE HINGE COVER; AND A WATER OUTLET, WITH THE NECESSARY APPURTENANCES, CONNECTED TO THE PARK AREA, WATER SUPPLY SYSTEM TO PERMIT PERIODIC WASHDOWN OF THE IMMEDIATE ADJACENT AREAS. EACH MOBILE CAMPER OR TRAVEL TRAILER PARK SHALL BE PROVIDED WITH A MINIMUM SANITARY STATION IN THE RATIO OF AT LEAST ONE FOR EVERY 100 TRAILER SPACES OR A FRACTIONAL PART THEREOF. SUCH SANITARY STATIONS SHALL BE SCREENED FROM OTHER ACTIVITIES BY VISUAL BARRIERS SUCH AS FENCES, WALLS, OR NATURAL GROWTH AND SHALL BE SEPARATED FROM ANY TRAILER SPACE BY A DISTANCE OF AT LEAST 50 FEET.

9. WHEN AN ELECTRICAL WIRING SYSTEM IS PROVIDED, IT SHALL CONSIST OF APPROVED FIXTURES, EQUIPPED AND APPURTENANCES, WHICH SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE ELECTRICAL CODE AND REGULATIONS GOVERNING SUCH SYSTEMS.

10. STORAGE, COLLECTION AND DISPOSAL OF REFUSE IN THE MOBILE CAMPER OR TRAVEL TRAILER PARK AREA SHALL BE SO CONDUCTED AS TO CREATE NO

HEALTH HAZARDS, RODENT HARBORAGE, INSECT BREEDING AREAS, ACCIDENT OR FIRE HAZARDS, OR AIR POLLUTION. ALL REFUSE SHALL BE STORED IN FLYTIGHT, WATER-TIGHT AND RODENT PROOF CONTAINERS, WHICH SHALL BE LOCATED NOT MORE THAN 150 FEET FROM ANY TRAILER SPACE.

11. THE MOBILE CAMPER OR TRAVEL TRAILER PARK AREA SHALL BE SUBJECT TO THE RULES AND REGULATIONS OF THE CORPUS CHRISTI FIRE PREVENTION AUTHORITY.

12. THE PERSON TO WHOM THIS SPECIAL PERMIT IS ISSUED SHALL AT ALL TIMES OPERATE THE MOBILE CAMPER OR TRAVEL TRAILER PARK IN COMPLIANCE WITH THIS ORDINANCE AND SHALL PROVIDE ADEQUATE SUPERVISION TO MAINTAIN THE MOBILE CAMPER AND TRAVEL TRAILER PARK AREA, ITS FACILITIES, AND KEEP EQUIPMENT IN GOOD REPAIR AND IN A CLEAN AND SANITARY CONDITION AT ALL TIMES.

13. EVERY OWNER OR OPERATOR OF A MOBILE CAMPER OR TRAVEL TRAILER PARK AREA SHALL MAINTAIN A REGISTER CONTAINING A RECORD OF ALL TRAILERS AND OCCUPANTS. SUCH REGISTER SHALL BE AVAILABLE TO ANY AUTHORIZED PERSON INSPECTING THE MOBILE CAMPER OR TRAVEL TRAILER PARK AREA AND SHALL BE PRESERVED FOR A PERIOD OF THREE YEARS. SUCH REGISTER SHALL CONTAIN (A) THE NAMES AND PERMANENT ADDRESSES OF ALL TRAILER OCCUPANTS; (B) THE MAKE, MODEL AND LICENSE NUMBER OF THE TRAILER AND TOW VEHICLE; AND (C) THE DATES OF ARRIVAL AND DEPARTURE OF A TRAILER OR ITS OCCUPANTS.

Corpus Christi, Texas

2nd day of September 19 70

TO THE MEMBERS OF THE CITY COUNCIL
Corpus Christi, Texas

For the reasons set forth in the emergency clause of the foregoing ordinance, a public emergency and imperative necessity exist for the suspension of the Charter rule or requirement that no ordinance or resolution shall be passed finally on the date it is introduced, and that such ordinance or resolution shall be read at three meetings of the City Council; I, therefore, request that you suspend said Charter rule or requirement and pass this ordinance finally on the date it is introduced, or at the present meeting of the City Council.

Respectfully,


MAYOR

THE CITY OF CORPUS CHRISTI, TEXAS

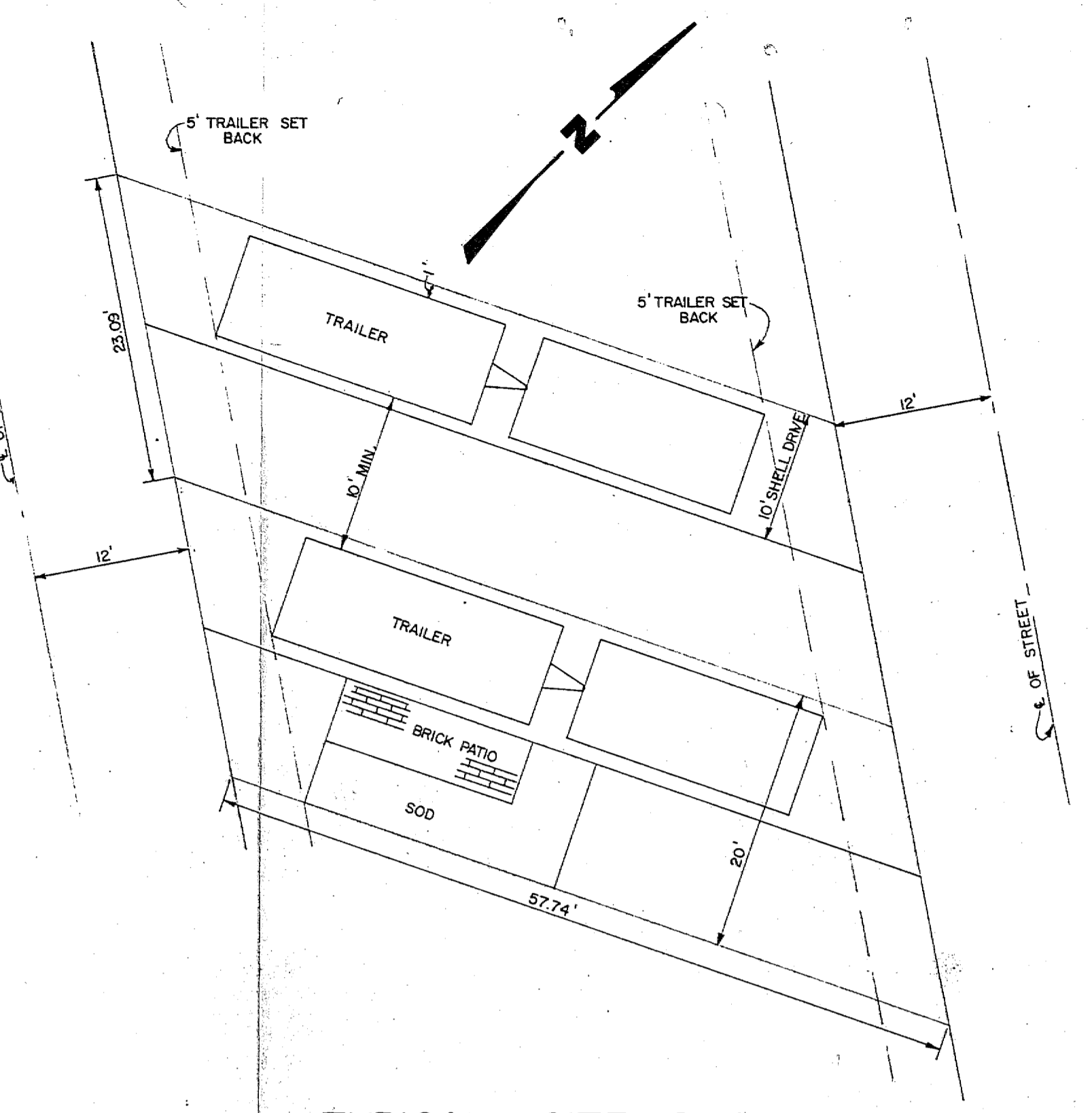
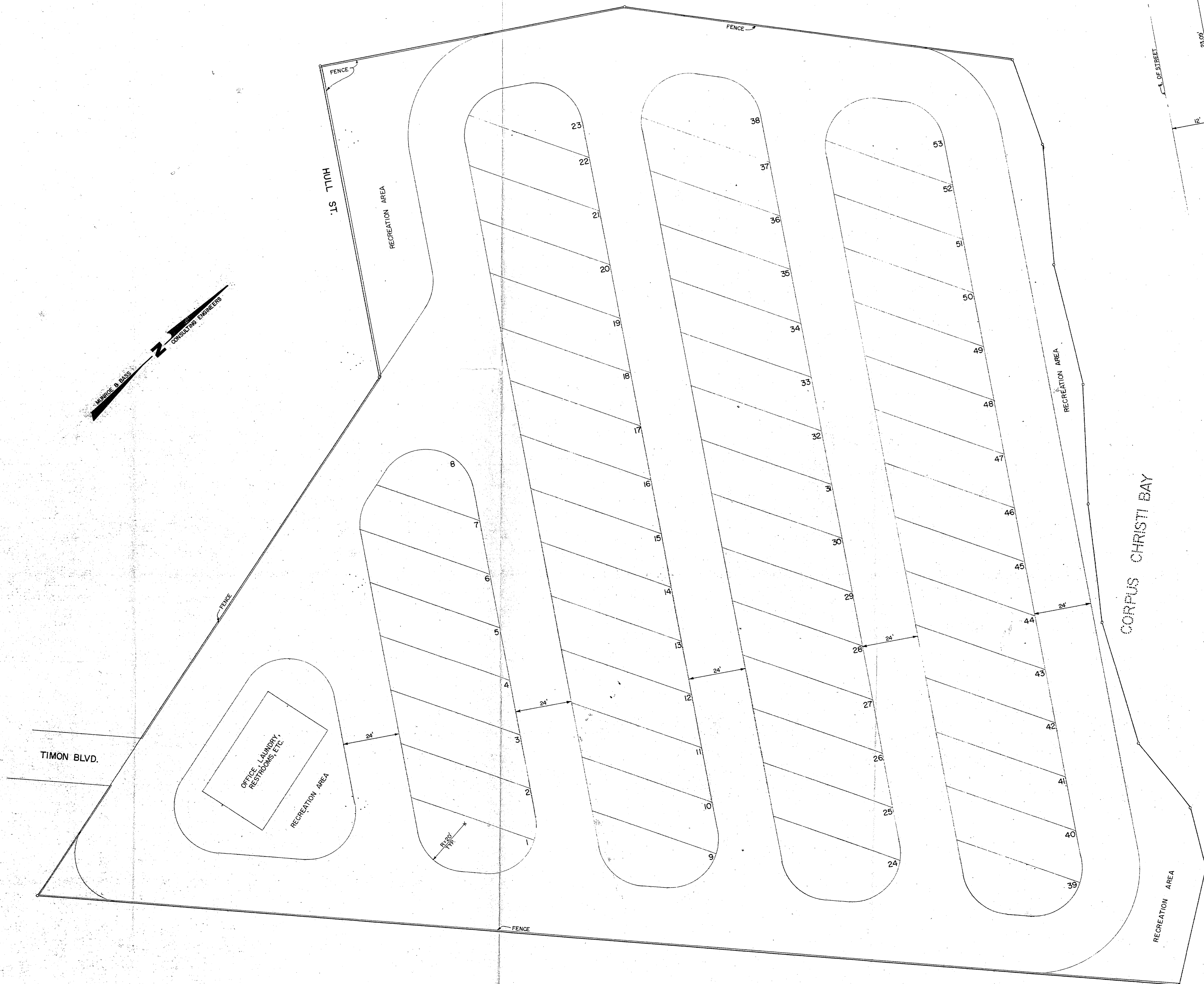
The Charter rule was suspended by the following vote:

Jack R. Blackmon	<u>Aye</u>
Gabe Lozano, Sr.	<u>Aye</u>
V. A. "Dick" Bradley, Jr.	<u>Aye</u>
Eduardo E. de Ases	<u>Aye</u>
Ken McDaniel	<u>Absent</u>
W. J. "Wrangler" Roberts	<u>Aye</u>
Ronnie Sizemore	<u>Aye</u>

The above ordinance was passed by the following vote:

Jack R. Blackmon	<u>Aye</u>
Gabe Lozano, Sr.	<u>Aye</u>
V. A. "Dick" Bradley, Jr.	<u>Aye</u>
Eduardo E. de Ases	<u>Aye</u>
Ken McDaniel	<u>Absent</u>
W. J. "Wrangler" Roberts	<u>Aye</u>
Ronnie Sizemore	<u>Aye</u>

MUNROE & BASS
CONSULTING ENGINEERS



TYPICAL SITE PLAN
SCALE: 1"=10'

NO.	REVISIONS	DATE	APPROVED
SITE PLAN			
HOGAN'S CAMPSTOP			
CORPUS CHRISTI BEACH			
MUNROE & BASS			
CONSULTING ENGINEERS			
P.O. BOX 6397 CORPUS CHRISTI, TEXAS			
SURVEYED BY: TG	SCALE: 1"=20'	DATE:	
DESIGN BY: MB		JOB NO: 549	
DRAWN BY: MB, RS		DRAWING NO:	
CHECKED BY:		SHEET OF	

EXHIBIT C

INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Contract Administer one copy of Certificates of Insurance (COI) 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 **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	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 Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
PERSONAL PROPERTY INSURANCE (if applicable)	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lessee will be promptly met.
- B. 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 a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Lessee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation 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;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within five calendar days of a suspension, cancellation, or non-renewal 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, 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 or its subcontractor's performance of the work covered under this agreement.
- 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 agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2021 Insurance Requirements
Ins. Req. Exhibit - Legal
Lease Agreement – Puerto Del Sol