

**SURRENDER OF LEASEHOLD**

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF NUECES

§

This agreement is entered into between the City of Corpus Christi, a Texas home-rule municipal corporation (“**City**”), acting through its duly authorized City Manager, or his designee (“City Manager”), and Nueces County Hospital District (“**Lessee**”) and Spohn Health System Corporation (“**Sublessee**”), to be effective as of the date of last signature.

- A. The **City, Lessee and Sublessee** executed the lease titled “Lease Amendment, Sublease and Consent Agreement” (the “**Lease**”) on January 18, 1994, and effective on October 1, 1996.
- B. By the terms of the **Lease**, the **Premises** known by its legal description as stated on Exhibit A (attached) (“**Premises**”), were leased to **Lessee** and subleased to **Sublessee** for a term of thirty (30) years beginning on January 18, 1994, and ending September 30, 2025.
- C. The **Lessee** wishes to voluntarily surrender the **Lease** and all rights to possession of the **Premises**, including any improvements or personal property located thereon, to the City, and to release the **City** from its obligations under the **Lease**.
- D. **Sublessee** wishes to voluntarily surrender the **Lease** and all rights to possession of the **Premises**, including any improvements or personal property located thereon to the City, and to release the **City** from its obligations under the **Lease**.
- E. The **City** wishes to accept the surrender and to release the **Lessee** and **Sublessee** from their respective obligations under the **Lease**.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

In consideration of the mutual promises contained in this Agreement, **Lessee** voluntarily surrenders the **Lease** and any rights to any improvements or personal property located at or upon the Premises, and will vacate the **Premises** described in this Agreement on or before September 1, 2018.

In consideration of the mutual promises contained in this Agreement, **Sublessee** voluntarily surrenders the **Lease** and any rights to any improvements or personal property located at or upon the Premises, and will vacate the **Premises** described in this Agreement on or before September 1, 2018.

The **City** will accept the surrender of the **Lease** and the **Premises**. The **City, Lessee and Sublessee** will discharge and release each other from all obligations under the **Lease** and the **Premises** as of that date.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BY LESSOR:

BY LESSEE:

\_\_\_\_\_  
 CITY MANAGER  
 CITY OF CORPUS CHRISTI  
 P.O. BOX 9277  
 CORPUS CHRISTI, TEXAS 78469-9277

\_\_\_\_\_  
 CHIEF EXECUTIVE OFFICER  
 NUECES COUNTY HOSPITAL  
 DISTRICT  
 P.O. BOX 5280  
 CORPUS CHRISTI, TEXAS 78465

BY SUBLESSEE:

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PRESIDENT  
SPOHN HEALTH SYSTEM  
CORPORATION  
1702 SANTE FE  
CORPUS CHRISTI, TX 78404

APPROVED AS TO LEGAL FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Lisa Aguilar, Assistant City Attorney  
for the City Attorney

## EXHIBIT A

### Description of Leased Premises

Lot Four-A (4-A), Bluff Annex, an Addition to the City of Corpus Christi, Texas, as shown by the map or plat thereof, recorded in Volume 56, Page 56, Map Records of Nueces County, Texas; being a replat of Lot 4, Bluff Annex, recorded in Volume 56, Page 13, Map Records of Nueces County, Texas, and being a replat of Portions of Lot 1-6, Block 1, Hidalgo Addition, among others, recorded in Volume 3, Page 47, Map Records, Nueces County, Texas, and being described in the Lease as follows: Lots 1, 2, 3, 4, 5 and 6, Block 2, Hidalgo Addition; remaining portion of Lots 1, 2, 3, 4, 5 and 6, Block 1, Hidalgo Addition; and approx. 150 linear feet of 60-foot wide Massey Street abutting said lots and closed by City Ordinance 21769 on October 12, 1993, City of Corpus Christi, Nueces County, Texas.