

NOTICE OF MEETING

The Port Commission ("Commission") of the Port of Corpus Christi Authority ("PCCA") will hold a Special Session Meeting on Tuesday, September 1, 2015, at 9:00 AM, at the Ruben Bonilla Center for Global Trade, 222 Power Street, Corpus Christi, Texas.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Sherry DuBois at 885-6174 at least 48 hours in advance so that appropriate arrangements can be made.

Si usted se dirige a la junta y cree que su inglés es limitado, habrá un intérprete inglés español en la reunión de la junta para ayudarle.

Members of the audience will be provided an opportunity to address the Port Commission. Please speak into the microphone located at the podium and state your name and address. Your presentation will be limited to three minutes.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting to discuss matters listed on the agenda when authorized to do so by the provisions of Section 418.183 or Chapter 551 of the Texas Government Code. In the event the Commission elects to go into executive session regarding any agenda item, the presiding officer will publicly announce the session or sections of the Texas Government Code authorizing the executive session.

The agenda for the meeting is as follows:

1. Call meeting to order; Safety Briefing; Pledge of Allegiance; Invocation; and receive conflict of interest affidavits.
2. Approve the First Reading of a Franchise granting Cheniere Ingleside Marine Terminal, LLC, the right to cross the north bulkhead line of the La Quinta Ship Channel from its property adjacent to the channel and related rights.
3. Workshop to discuss PCCA's proposed new office facility.
4. Adjourn.

FILED
AT 5:20 PM O'CLOCK

AUG 27 2015

GRACIE ALANIZ-GONZALES, COUNTY CLERK
SAN PATRICIO COUNTY, TEXAS
BY Alana Cant DEPUTY

DATE: September 1, 2015

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 2

Approve the First Reading of a Franchise Granting Cheniere Ingleside Marine Terminal, LLC, the Right to Cross the North Bulkhead Line of the La Quinta Ship Channel from Its Property Adjacent to the Channel and Related Rights

In late 2014, Cheniere Energy began releasing media reports about its plans to acquire a 522-acre industrial site located along the north side of the La Quinta Ship Channel for the construction of a \$400 to \$600 million condensate storage and shipping complex. Preliminary plans for the project included the construction of nine tanks with 2.7 million barrels of storage capacity and two marine berths capable of handling mid-sized petroleum tanker ships for overseas shipping and barges for domestic shipping.

The land transaction is now complete, and Cheniere Ingleside Marine Terminal, LLC, (CIMT) owns the 522-acre tract of land fronting on the north bulkhead line of the La Quinta Ship Channel, as shown on the attached exhibit. The portion of the 522-acre tract of land fronting along the La Quinta Channel is subject to a mutual conveyance agreement dated May 6, 1952, by and between the Nueces County Navigation District No. 1, now known as the Port of Corpus Christi Authority of Nueces County, Texas, and R.H. Welder.

As an express condition of the Mutual Conveyance, the PCCA is obligated to grant CIMT a permit or franchise to cross the north bulkhead line of the channel, subject to reasonable regulations as to construction and use, reasonable conditions for the protection of the PCCA, its property, and the property of its tenants, and reasonable rentals.

In accordance with the terms of the Mutual Conveyance, CIMT has requested that it be granted a franchise to cross the north bulkhead line of the La Quinta Channel. PCCA counsel has drafted the attached Franchise Agreement, which CIMT has accepted in form and content. The Franchise Agreement will be granted for a term of 30 years commencing upon CIMT's final acceptance of the agreement.

Staff recommends that the Port Commission approve and pass the first reading of this Franchise Agreement with Cheniere Ingleside Marine Terminal, LLC. The second reading is scheduled for September 15, 2015.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

LA QUINTA SHIP CHANNEL FRANCHISE
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
TO
CHENIERE INGLESIDE MARINE TERMINAL, LLC

SECTION 1
GRANT OF ACCESS TO CHANNEL

Subject to the terms and conditions of this franchise, the Port of Corpus Christi Authority of Nueces County, Texas (“***Authority***”), hereby grants to Cheniere Ingleside Marine Terminal, LLC, a Delaware limited liability company whose business address is 700 Milam Street, Suite 1900, Houston, Texas 77002, its successors and assigns (“***Grantee***”), for the term specified in this Section 1, the right to cross the North Bulkhead Line (hereinafter defined) where it touches Grantee’s Land (hereinafter defined) and have access to the La Quinta Ship Channel (“***Channel***”) and other waters of Nueces County, Texas, from Grantee’s Land (where it touches the North Bulkhead Line) for all purposes necessary, proper or convenient in connection with: (i) the use and operation of Grantee’s marine terminal as now constructed or that may be hereafter constructed on or adjacent to Grantee’s Land, (ii) the use of Grantee’s Land for other commercial enterprises, and (iii) the use and operation of the docks and wharves constructed or to be constructed on Grantee’s Land. Grantee may operate, and continue the operation of, docks and dock facilities now or hereafter constructed on Grantee’s Land with access to the Channel as provided herein and with such additions, alterations, enlargements or new structures or facilities as Grantee may require and construct in the conduct of its business. The term of this franchise shall begin when Grantee files its written acceptance of it with the Authority in accordance with Section 13 of this franchise and shall end on September 30, 2045.

“***Grantee’s Land***” is that certain 552.087 acres, more or less, of land situated in San Patricio County, Texas and Nueces County, Texas, which is shown on the plat attached hereto as **Exhibit A** and which is more particularly described in **Exhibit B** attached hereto, and both exhibits are incorporated herein by reference. The portion of Grantee’s Land which was conveyed to Grantee’s predecessors in title by the Nueces County Navigation District No. 1 by that certain Mutual Conveyance described in Section 8 of this franchise is referred to in this franchise as “***Grantee’s Submerged Land***”. Grantee’s Submerged Land consists of two tracts (Tract 1 of approximately 1.508 acres, more or less, and Tract 2 of approximately 0.43 acres, more or less), and for ease of reference only is shown as the shaded areas on the Authority’s Boundary Map attached hereto as **Exhibit C**.

SECTION 2
AUTHORITY’S SUBMERGED LAND

The Authority has established the north bulkhead line of the Channel, which is the line beyond which no structure may be built, and this line is referred to herein as the “**North Bulkhead Line**”. A portion of Grantee’s Land touches the North Bulkhead Line. The Authority owns the submerged land between the Grantee’s Land and the Channel that is labeled as the

“PCCA Submerged Tract” on the Authority’s Boundary Map attached hereto as **Exhibit C** and referred to in this franchise as the ***“Authority’s Submerged Land”***. Grantee may cross the North Bulkhead Line (where it touches Grantee’s Land) and conduct and perform all dredging and excavation operations in, on and under the Authority’s Submerged Land as may be necessary, proper or convenient to provide slips for, and access to, Grantee’s docks and wharves on Grantee’s Land and a means of access from these docks and wharves to the Channel. Nothing in this Section 2 shall be construed as giving Grantee permission to construct any structures on the Channel side of the North Bulkhead Line.

SECTION 3 **RENTALS**

For the rights granted to it hereunder, Grantee shall pay to the Authority a rental calculated upon the movements of property or commodities across the North Bulkhead Line to or from docks and wharves on Grantee’s Land, said rentals to be computed and determined in the following manner:

A. Cargo Owned by Others. For all property or commodities owned by a party, or being purchased or sold by a party, other than the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee’s Land, a rental equal to the product of (i) the quantity of the property or commodities so shipped, multiplied by (ii) fifty percent (50%) of the Authority’s then current tariff wharfage rate on the same type of property or commodity.

B. Named Commodities Owned by Grantee. For bauxite ore, alumina, cryolite, pitch, coke, fluorspar, caustic soda, soda ash, lime, limestone, and aluminum billet, blooms, ingot, pigs, slabs, and any aluminum products (collectively, “Named Commodities”) owned by the holder of this franchise (or one of its affiliates) or being purchased or sold by the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee’s Land, a rental equal to two cents (2¢) per long ton of 2,240 U. S. pounds.

C. Cargo Other Than Named Commodities Owned by Grantee. For all property or commodities, except the Named Commodities, owned by the holder of this franchise (or one of its affiliates) or being purchased or sold by the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee’s Land, a rental equal to the product of (i) the quantity of the property or commodities so shipped, multiplied by (ii) an amount (the “Rental Rate”) not more than fifty percent (50%) of the Authority’s then current tariff wharfage rate on the same type of property or commodity. The Rental Rate shall be fifty percent (50%) of the Authority’s then current tariff wharfage rate on the same type of property or commodity, unless the Authority agrees to reduce the Rental Rate for a certain type of property or commodity for all individuals or entities holding similar franchises granted by the Authority. The Authority shall give Grantee written notice of any such reductions.

An "affiliate" as used herein means each entity which, directly or indirectly, controls or is controlled by or is under common control or ownership with the holder of this franchise.

Grantee, its successors and assigns, shall keep and maintain a complete and accurate set of books and records showing all property and commodities shipped across the North Bulkhead Line to, from, or across any docks or wharves constructed on the Grantee's Land in order that the Authority may ascertain therefrom what rentals are due to the Authority from Grantee hereunder, and such books and records shall be subject to the inspection of the Authority, its agents and attorneys, during regular business hours upon written request received by Grantee from Authority no later than five (5) business days prior to the date of such inspection.

The rental payable hereunder shall be paid to the Authority at its offices in Corpus Christi, Nueces County, Texas, and shall be payable monthly or at such other reasonable time or times as the Authority may direct by general rule or regulation which shall be applicable to all persons or parties holding permits or franchises similar to this franchise.

SECTION 4 **CONDITIONS**

This franchise is granted with reasonable conditions for the protection of the Authority and its property and the property of its tenants, to-wit:

A. Hazards. Grantee will at all times conduct its operations so as not to create any unusual fire or health hazard.

B. Plans. Before constructing any waterfront bulkhead, dock or wharf facilities or dredging any related slips or access channels (such facilities, slips and access channels being collectively referred to herein as "***Waterfront Projects***") on Grantee's Land or the Authority's Submerged Land for which a U. S. Department of the Army permit is required, Grantee will submit final construction plans for such Waterfront Projects to the Authority for its approval. Grantee shall not begin construction or dredging of a Waterfront Project until it has obtained the Authority's written approval of such plans, which approval shall not be unreasonably withheld. Authority will review and approve or disapprove any such plans within thirty (30) days after its receipt of the plans. Should the Authority not approve or disapprove such plans within such thirty (30) day period, the plans shall be deemed to have been approved by the Authority. Grantee shall file with the Authority a copy of any permit or license it obtains from any governmental agency in connection with any construction or dredging described in this Section 4, and any documents placing conditions on or amending them in any material way.

To facilitate the Authority's review of the plans, Grantee shall submit two (2) sets of formal plans that clearly define the Waterfront Project. The drawings must be prepared in a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. In addition, a detailed site plan (minimum 1" = 50' scale) depicting the location and physical layout of the project site and any area to be dredged, adjacent docking facilities, property lines, federal channels, bulkhead lines, existing channel

depth elevations, etc., must be included with the formal plans submitted. The site plan must clearly show the bottom of cut line and top of slope line of any planned dredging. If any dredging is planned by Grantee that will, in Authority's judgment, based upon customary dredging operations, result in removal of a substantial quantity of earth or material from, or damage to, adjacent real property, Grantee must obtain the written permission of the adjacent property owner to carry out such dredging for the project and submit it to the Authority with the formal plans.

C. Compliance. Grantee shall perform all construction or work described in this Section 4 in conformity with applicable building codes and all applicable federal, state and other governmental laws and regulations; and Grantee must comply with any applicable provisions of the code of the National Fire Protection Association.

D. Slips. Grantee's slips constructed on the Authority's Submerged Land or within Grantee's Land shall be maintained by Grantee at a depth sufficient to prevent vessels berthed at the docks there from striking bottom due to lowering of the water level from passing vessels or seasonal low tides.

E. Pollution. Grantee shall take all reasonable precautions to prevent the pollution of the Channel and Authority's Submerged Land and shall faithfully observe all regulations adopted by the Authority to prevent the discharge of pollutants. Grantee shall also comply with all federal and state laws and regulations and municipal ordinances relating to maintaining water quality in the Channel, and will file with the Authority copies of all permits received by Grantee relating to water quality to the extent relating to its activities hereunder.

F. Rules and Regulations. This franchise shall be subject to such reasonable rules and regulations as the Authority presently has in effect or may invoke in the future which apply to all individuals or entities holding similar franchises granted by the Authority.

G. Subject to other Easements. The rights of Grantee hereunder shall be subject to all easements of every kind heretofore granted by the Authority and to the right of the Authority to dredge, and to grant easements to the United States and other governmental agencies to dredge, on the Channel side of the North Bulkhead Line.

SECTION 5 **INDEMNITY**

Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, contractors, agents, attorneys or representatives, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section 5, the "*Indemnified Parties*") from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys', experts' fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property

damage and economic loss) which may be brought or instituted or asserted against the Indemnified Parties arising out of or resulting from the sole, joint, concurrent, or comparative negligence of Grantee, its agents, employees, contractors, subcontractors or licensees (collectively, "*Grantee Parties*"), in connection with the exercise by Grantee of the rights and privileges granted herein (each an "*Indemnified Claim*") EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES; provided, however, that Grantee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to the percentage of such Indemnified Claim arising out of or resulting from the joint, concurrent, or comparative negligence of the Indemnified Parties. In Indemnified Claims against any Indemnified Party by or for an employee of a Grantee Party, the Grantee's indemnification obligation under this Section 5 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

SECTION 6

CONSEQUENTIAL DAMAGES

Notwithstanding anything in this franchise to the contrary, neither Authority nor Grantee shall be liable under any circumstances to the other party for special, indirect, punitive, incidental, exemplary or consequential damages resulting from or arising out of this franchise, including, without limitation, loss of profit or business interruption, loss of or deferral of cargo and/or the receiving or transporting of cargo, however the same may be caused, whether by the sole, joint or concurrent negligence, fault or liability without fault of any party, their contractors or subcontractors, but shall be limited to actual damages. Notwithstanding the immediately preceding sentence, a party may recover from the other party all costs, expenses or damages (including, without limitation, indirect, special, consequential, incidental, exemplary, punitive and other damages, as well as reasonable attorney's fees) paid or owed to any third party in settlement or satisfaction of claims of the type described herein for which such party has a right to recover from the other party.

SECTION 7

DEFAULT

In the event of default of Grantee in the performance of any of the terms and conditions herein stipulated to be done by it, or required of it under any valid law, rule or regulation of the government of the United States of America or the State of Texas, and in event such default is not cured or is not in the process of being cured in a reasonably diligent manner within sixty (60) days after the Authority has sent a written notice by registered or certified mail to Grantee at its business address, advising it of the nature and extent of such default, this franchise shall be subject to forfeiture, specific performance, termination or any other remedies at law or in equity at the instance of the Authority by suit in a State District Court located in Nueces County, Texas.

In the event of default of Authority in the performance of any of the terms and conditions herein stipulated to be done by it, or required of it under any valid law, rule or regulation of the

government of the United States of America or the State of Texas, and in event such default is not cured or is not in the process of being cured in a reasonably diligent manner within sixty (60) days after the Grantee has sent a written notice by registered or certified mail to the Authority at its business address, advising it of the nature and extent of such default, this franchise shall be subject to specific performance, termination or any other remedies at law or in equity at the instance of Grantee by suit in a State District Court located in Nueces County, Texas.

SECTION 8

RIGHTS UNDER THE MUTUAL CONVEYANCE CONFIRMED

Grantee's Submerged Land was acquired by Grantee's predecessors in title pursuant to a mutual conveyance between the Nueces County Navigation District No. 1 and R.H. Welder dated May 6, 1952, and recorded under Clerk's File Number 84509, Volume 179, Page 201 of the Deed Records of San Patricio County, Texas, and under Clerk's file No. 599766, Volume 961, Page 360 of the Deed Records of Nueces County, Texas ("***Mutual Conveyance***"). In 2001 the Authority, the heirs, successors and assigns of R.H. Welder, and Kiewit Offshore Services, Ltd., entered into that certain agreement recorded under Clerk's file No. 497098 Official Public Records of San Patricio County, Texas and Clerk's file No. 2001032317 in the Official Records of Nueces County, Texas ("***Supplemental Agreement***") regarding the default, cure, reversionary, and notice provisions of the Mutual Conveyance. The rights and privileges of Grantee and the Authority arising out of the Mutual Conveyance and the Supplemental Agreement are hereby expressly recognized and confirmed and in no wise abridged, lessened or diminished by the granting of this franchise and its acceptance by Grantee or by any surrender, cancellation or forfeiture of the same. The rights, privileges, permission and authority provided for in any Section or portion of this franchise shall be in addition to the rights, privileges, permissions and authority acquired by the Grantee as successor in title to R.H. Welder under the Mutual Conveyance.

SECTION 9

ASSIGNMENT

This franchise may be transferred or assigned to any persons or entities holding title or right of use and occupancy of all or any one part of the Grantee's Land, but not as to two or more segregated or separate parcels – it being intended that the rights of Grantee under this franchise shall at all times be held by one party or by several parties holding the same jointly. Any assignee of this franchise, upon taking transfer or assignment of the same, must file written evidence of such transfer or assignment and of assignee's acceptance of the same at the office of the Authority.

Grantee shall have the right to convey this franchise by mortgage, deed of trust or any other security instrument. If Grantee shall be in default of any of the covenants or conditions of this franchise, the holder of the mortgage, deed of trust or other security instrument may, before forfeiture is invoked by the Authority, make any and all payments and do and perform any and all acts or things which may be necessary to prevent a forfeiture of this franchise and the party making such payments or performing such acts or things shall thereby be subrogated to all rights of the Grantee under this franchise. The Authority agrees that if the holder of any mortgage,

deed of trust or other security instrument delivers a copy of such instrument to the Authority, together with the address to which it desires notices to be sent, the Authority will send to the holder at the address specified copies of all written notices to be served on Grantee under and pursuant to the terms of this franchise. It is understood that the mortgagee, trustee and beneficiary of any security instrument shall in no way be liable to the Authority for any payments or for the performance of any other covenants and conditions of this franchise until such time as it shall acquire by assignment or conveyance from Grantee or by foreclosure or other proceedings provided by law or by the terms of the security instrument all the right, title and interest of Grantee under this franchise; provided, however, that any party who shall acquire said right, title and interest of Grantee, as above provided, shall thereby become liable for all payments and the performance of all other covenants and conditions theretofore and thereafter required to be made by Grantee under the franchise, as fully and to the same extent as if Grantee itself would have been if it still had retained its right, title and interest hereunder.

SECTION 10 **IMPROVEMENTS**

Any and all structures and other improvements which are, and may be, constructed and placed by Grantee, its successors and assigns, upon Grantee's Submerged Land (collectively "*Grantee's Improvements*") shall be and remain at all times the property of Grantee, its successors and assigns, notwithstanding a reversion of title to Grantee's Submerged Land to the Authority pursuant to the provisions of, or as a result of the exercise of any of the rights of the Authority retained in, the Mutual Conveyance and the Supplemental Agreement. In the event of such reversion, Grantee may remove Grantee's Improvements or may continue to maintain and operate them and make additions and replacements to them notwithstanding the occurrence of such reversion of title; provided, however, that in the event of such reversion, Grantee shall be permitted to maintain and operate Grantee's Improvements and any additions thereto and replacements thereof only upon payment of all past due rentals that may be payable under this franchise and only under and pursuant to this franchise, and so long as this franchise is in effect. Nothing in this Section grants, or shall be construed to grant, Grantee the right to cross the North Bulkhead Line from Grantee's Land or improvements thereon without a franchise from the Authority to do so.

SECTION 11 **CHANGE IN APPLICABLE LAWS**

If the statutes of the State of Texas governing the granting of franchises such as this are amended during the term hereof so as to enable Authority to grant franchises for a longer term than thirty (30) years, then and in that event this franchise, if then in effect and in use, shall be extended for such period of time as will, in the aggregate, amount to the greater period fixed in any such amendment to such statutes, unless such extension is prohibited by such amendment.

SECTION 12

GENERAL

All covenants, conditions and agreements of this franchise shall apply to and be binding upon the Authority and Grantee and their respective legal representatives, successors and assigns (when assignment is made in accordance with the provisions hereof). This franchise is made under the applicable laws of the State of Texas and if any term, clause, provision, part or portion of this franchise shall be adjudged invalid or illegal for any reason, the validity of any other part or portion hereof shall not be affected thereby, and the invalid or illegal portion thereof shall be deleted and ignored as if the same had not been written herein. If any of the rights and authorities granted hereunder are in excess of the authority of the Authority, then the rights and authorities shall be limited to such as the Authority is authorized to grant, under the applicable laws. The failure of Grantee or of the Authority to insist upon the strict performance of any of the covenants and conditions of this franchise, or the consent, either express or implied, of either party hereto to any act or omission by the other party in breach or default hereof, shall not be deemed or construed to be a waiver of any such covenant or condition except for that particular instance only and shall not constitute or be construed as a waiver of such covenant or condition or of any further or future breach or default thereof. The expense of publishing notice of this franchise as required by law shall be borne by the Grantee.

SECTION 13

PASSAGE AND ACCEPTANCE

A majority of the Authority's Port Commissioners voted to grant this franchise at meetings of the Port Commission held on August 18, 2015, September 15, 2015 and October 20, 2015, and the final form of this franchise was approved at the last of these meetings. The Authority shall notify Grantee in writing of such approval within two (2) days of such final approval. Grantee must file its written acceptance of this franchise with the Authority within thirty (30) days after the date on which this franchise was finally approved by the Authority's Port Commissioners, and such written acceptance shall be duly acknowledged by the person or persons executing the same. This franchise shall take effect when the Grantee files its written acceptance of it with the Authority in accordance with this Section.

[Authority's signature page follows this page]

IN WITNESS WHEREOF, the Authority has caused this franchise to be signed by the Chairman of the Port Commission and attested by the Secretary of the Port Commission this ____ day of October, 2015.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

ATTEST:

By: _____
Judy Hawley
Port Commission Chairman

Barbara Canales,
Port Commission Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

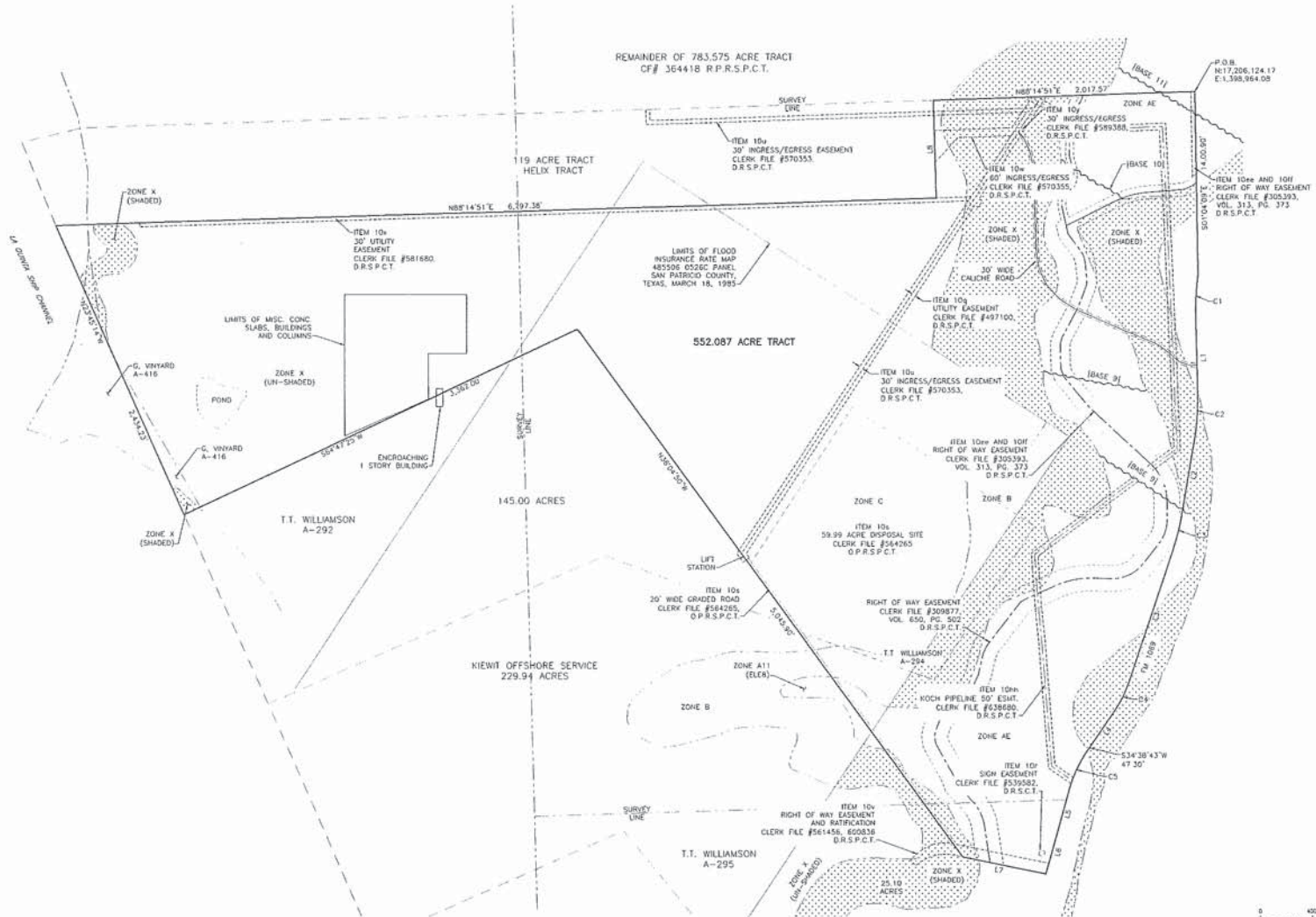
This instrument was acknowledged before me on the ____ day of October, 2015, by Judy Hawley, Chairman of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, and Barbara Canales, Secretary of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Port Authority.

NOTARY PUBLIC, STATE OF TEXAS

[The Exhibits to this Franchise follows this page]

EXHIBIT A

PLAT OF GRANTEE'S LAND



FLOOD NOTE

BY SHADING FLOODING ONLY, THIS PROPERTY IS IN ZONES "A11 (ELB)", "B" AND "C" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485505 0525 C, SAN PATRICK COUNTY, TEXAS, WHICH BEARS AN EFFECTIVE DATE OF MARCH 18, 1985, ALSO THIS PROPERTY IS IN ZONE "AE (EL11)", "AE (ELB)", "AE" "X (SHADE)" AND "X (UNSHADE)" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485480 0005 D, CITY OF HOUSTON, TEXAS, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 4, 2004 AND THIS PROPERTY IS IN ZONE "AE", "X (SHADE)" AND "X (UNSHADE)" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485480 0005 D, CITY OF HOUSTON, TEXAS, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 4, 2004 AND IS PARTIALLY IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THE ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

- ZONE AE BASE FLOOD ELEVATIONS DETERMINED.
- ZONE X (SHADE) AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
- ZONE X (UNSHADE) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ZONE A1-A30 AREA OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.
- ZONE B AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
- ZONE C AREAS OF MINIMAL FLOODING (NO SHADING).
- BASE FLOOD ELEVATIONS LINE AND VALUE: ELEVATION IN FEET REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1984.

- NOTES**
- ALL SURVEYING WAS PERFORMED BY GOVIND DEVELOPMENT LLC FROM GPS OBSERVATIONS. THIS DRAWING REPRESENTS THE CONDITIONS THAT EXISTED AT THE TIME OF THE SURVEY CONDUCTED AUGUST 20 & 27 2014.
 - METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS DRAWING.
 - BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATES (SOUTH ZONE), NAD83.
 - SOME FEATURES SHOWN ON THIS SURVEY MAY BE OUT OF SCALE FOR CLARITY.
 - DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ANY ADDITIONAL OR SUBSEQUENT OWNERS.
 - EXCEPTIONS PERTAINING TO OIL AND GAS RECORDS, MINERAL LEASES, ROYALTIES OR RESERVATIONS WERE NOT REVIEWED TO DETERMINE IF THEY DO OR DO NOT AFFECT THE SUBJECT PROPERTY.
 - NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT TIME OF SURVEY.
 - NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED. NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.
 - NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL.
 - MAJOR INTERIOR ROADS LOCATED WITH GPS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°35'26"E	524.73
L2	S09°30'32"W	592.82
L3	S18°27'54"W	1,095.75
L4	S34°29'47"W	324.62
L5	S15°33'27"W	417.76
L6	S10°48'51"W	245.09
L7	N07°21'08"W	650.38
L8	N01°45'09"W	750.00

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC LENGTH
C1	99°41'02"	1960.08	331.26
C2	10°46'18"	2033.66	382.33
C3	29°24'35"	1850.08	305.48
C4	18°07'07"	867.19	243.96
C5	18°03'34"	1046.87	348.85

I, GEORGE RUBALCABA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE TO CHENIERE AND SAN JACINTO TITLE SERVICES THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARD AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 1 SURVEY.



GOVIND DEVELOPMENT, LLC	
ENGINEERING DIVISION	
10000 N. F. HWY. 100 - BOX 800, SUITE 100	
HOUSTON, TEXAS 77036-1000	
NO.	DESCRIPTION
0	ISSUED TO CLIENT
1	MISC. CHANGES
2	MISC. CHANGES

GOVIND DEVELOPMENT, LLC.	
TRIPLE FIRM NO. 10103900	
CHENIERE	
BOUNDARY SURVEY	
552.087 ACRE TRACT	
TEXAS	
DATE:	SCALE: AS SHOWN
DEC 2014	1" = 400'
JOB NO.:	DRAWING NO.
14CH00185	SHT 1

EXHIBIT B



9359 IH-37, Suite A Corpus Christi, TX 78409

www.govinddevelopment.com

Office: (361) 241-2777 Fax: (361) 241-2200

September 10, 2014
14CHO0185
Revised 12/9/14

**EXHIBIT B
METES AND BOUNDS DESCRIPTION
OF A
552.087 ACRE TRACT**

Being 552.087 acres of land, more or less, out of the R.H. Welder 1229.47 acre tract and also being out of the T. T. Williamson Surveys, Abstracts 292, 294 and 295 and the G. Vinyard Survey, Abstract 416, all in San Patricio County, Texas, and being the same 552.087 acre tract described in Clerk File No. 639648, Deed Records of San Patricio County, Texas, and this 552.087 acre tract being more particularly described by metes and bounds as follows:

Beginning at a found 5/8-inch iron rod with a red plastic cap stamped "Urban Engr C. C. Tx" (hereafter referred to as Urban iron rod) for the northeast corner of this tract and said 1229.47 acre tract, said corner having a State Plane Grid Coordinate of N 17,206,124.17', E 1,398,964.08', NAD'83, Texas South Zone in U.S. feet;

Thence S 01-04-09 E with the east boundary of this tract and said 1229.47 feet, 1400.90 feet, to a 5/8-inch Urban iron rod for a corner of this tract being on the west right-of-way line of F.M. 1069 and the beginning of a southerly curve to the left;

Thence with said west right-of-way line and said curve to the left having a radius point bearing of S 81-54-24 E, 1960.08 feet, a central angle of 09-41-02, a radius of 1960.08 feet, an arc length of 331.28 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M.1069, S 01-35-26 E, 524.73 feet to a found Urban iron rod for a corner of this tract and the beginning of a curve to the right;

Thence with said west right-of-way line and said curve to the right having a radius point bearing of S 87-32-48 W, 2033.68 feet, a central angle of 10-46-18, a radius of 2033.68 feet, an arc length of 382.33 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 09-30-32 W, 592.82 feet, to a found Urban iron rod for a corner of this tract and the beginning of a curve to the right;

Thence with said west right-of-way line and said curve to the right having a radius point bearing of N 81-01-49 W, 1860.08 feet, a central angle of 09-24-35, a radius of 1860.08 feet, an arc length of 305.48 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 18-27-54 W, 1085.75 feet, to a found Urban iron rod for a corner of this tract and the beginning of a curve to the right;

Thence with said west right-of-way line and said curve to the right having a radius point bearing of N 71-29-30 W, 867.19 feet, a central angle of 16-07-07, a radius of 867.19 feet, an arc length of 243.96 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 34-29-47 W, 324.62 feet, to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 34-38-43 W, 47.30 feet, to a found Urban iron rod for a corner of this tract and the beginning of a curve to the left;

Thence with said west right-of-way line and said curve to the left having a radius point bearing of S 55-23-57 E, 1046.87 feet, a central angle of 19-05-34, a radius of 1046.87 feet, an arc length of 348.85 feet to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 15-33-37 W, 417.76 feet, to a found Urban iron rod for a corner of this tract;

Thence continuing with the east boundary of this tract and the west right-of-way line of F.M. 1069, S 15-48-51 W, 245.09 feet, to a found Urban iron rod for the southeast corner of this tract;

Thence N 78-21-08 W with the south boundary of this tract and leaving said west right-of-way line of F.M. 1069, 650.38 feet, to a found Urban iron rod for the southmost southwest corner of this tract;

Thence N 36-04-50 W with the southwest boundary of this tract, at 89.24 feet pass a concrete monument with brass disk labeled "Kiewit", in all 5045.90 feet to a found concrete monument with brass disk stamped "Kiewit" for an interior corner of this tract;

Thence S 64-47-25 W with the southeast boundary of this tract, at 3143.00 feet pass a found Urban iron rod, in all 3362.00 feet to the westmost southwest corner of this tract;

Thence N 23-45-14 W with the southwest boundary of this tract, at 413.78 feet pass NGS

monument "Donnell", in all 2434.23 feet to the westmost northwest corner of this tract, the same being the southwest corner of the Helix 119.00 acre tract;


Thence N 88-14-51 E with the north boundary of this tract, the same being the south boundary of said Helix 119.00 acre tract, at 258.25 feet pass a found Urban iron rod, in all 6797.38 feet to a found Urban iron rod for an interior corner of this tract, the same being the southeast corner of said Helix 119.00 acre tract;

Thence N 01-45-09 W with the west boundary of this tract, the same being the east boundary of said Helix 119.00 acre tract, 750.00 feet, to a found Urban iron rod for the northmost northwest corner of this tract, said corner also being the northeast corner of said Helix 119.00 acre tract and being on the north boundary line of the aforementioned 1229.47 acre R.H. Welder Tract;

Thence N 88-14-51 E with the north boundary of this tract and said R.H. Welder 1229.47 acre tract, 2017.57 feet, to the point of beginning and containing 552.087 acres of land, more or less.

Bearings are State Plane Grid, NAD'83, Texas South Zone. Coordinates based on "Donnell" monument having a State Plane Grid Coordinate of N 17,203,255.65', E 1,390,990.04'.

GOVIND DEVELOPMENT, LLC


George Rubalcaba, RPLS, LSLS
Survey Group Manager

9/10/14

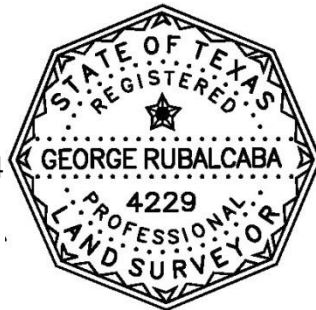


EXHIBIT C

AUTHORITY'S BOUNDARY MAP

EMAS-AMC

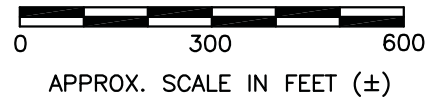
119 ACRES

230'

GRANTEE'S SUBMERGED
LAND TRACT 1
±1.508 ACRES



300' WIDE
LA QUINTA
SHIP CHANNEL



CHENIERE INGLESIDE
MARINE TERMINAL, LLC
522.087 ACRES

SHORELINE
(DMPA 13)

N 23°45'14" W

2434.23'

NORTH BULKHEAD LINE

PCCA SUBMERGED
TRACT

GRANTEE'S SUBMERGED
LAND TRACT 2
±0.403 ACRES

USGS "DONNEL" (1934)

4113.78'

KIEWIT TRACT
144.97 ACRES

NO.	DATE	REVISION



PORT OF CORPUS CHRISTI AUTHORITY

LA QUINTA SHIP CHANNEL FRANCHISE
PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
TO CHENIERE INGLESIDE MARINE TERMINAL, LLC

SCALE: AS SHOWN

DWN. BY: RALPH

EXHIBIT C

DATE:

AUG. 2015

ACCEPTANCE OF GRANTEE

Cheniere Ingleside Marine Terminal, LLC, hereby accepts the above and foregoing franchise.

EXECUTED this _____ day of _____, 2015.

Cheniere Ingleside Marine Terminal, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

 §

COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day of _____,
2015, by _____, _____ of Cheniere
Ingleside Marine Terminal, LLC, on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS

New Office Facility
Corpus Christi, Texas
Port of Corpus Christi Authority

September 1, 2015 Commission Workshop



PORT CORPUS CHRISTI™



WKMC
ARCHITECTS

STARTING POINT



Port Administration Building

- Constructed circa 1962 – 1 floor;
- 53 Years old
- Expanded circa 1974 to 3 floors
- 20,715 SF
- 11,230 SF Net Area



Port Annex Building

- Constructed circa 1955 – for Citizens Standard Life Insurance Co.
- 60 Years old
- 20,879 SF
- 11,423 SF Net Area



STARTING POINT



Issues:

- ✓ Current Buildings do not have adequate space for expansion
Currently house 88 Staff, still growing
- ✓ Organizational Study Identified 19 additional Positions
- ✓ Segregation of staff encourages "silo" culture
- ✓ Buildings do not meet current fire code
- ✓ Buildings do not meet current ADA code
- ✓ Chronic moisture, mildew, mold issues
- ✓ Elevators are too small to accommodate emergency response
- ✓ Limited natural light in Administration building

PROJECT HISTORY

- Shortage of office space, need to accommodate future growth, and benefits of consolidation staff was presented by staff in late 2013.
- A New Office Building to house staff from Administration, Annex and Security was included in the 2014 Engineering Workload Budget.
- WKMC Architects was retained as a Coordinating Architect to:
 - Assist PCCA staff in defining space needs and evaluate sites,
 - Prepare and issue a Request for Qualifications to retain a design Architect, and
 - Assistance in procuring and managing the design team.

PROJECT HISTORY

- Security Committee recommended keeping Port Police in a separate location and facility.
- Coastal Bend Bays and Estuaries Program was relocated to accommodate the initial phase of anticipated growth at 222 Power Street.
- Commission requested that staff broaden the study to consider other options including remodel and expansion of existing facilities, leasing space in a commercial office building, or purchase and use of an existing structure.

ACCOMPLISHED

- WKMC and Engineering Staff held over 20 Meetings with Directors and other staff
- Developed space usage and anticipated needs for 11 distinct Departments documented on 110+ Space Allocation and Room Data sheets
- Compiled information on Sustainable Building Programs / Certifications
- Site studies for at least 7 variations at the Ortiz Center site, alternatives for the current location, and a review of security space needs at the William D. Dodge Security Command Center.

ACCOMPLISHED

- Completed a code compliance study and evaluated renovation and expansion of the 222 Power Street facilities.
- Evaluated lease options within the downtown Corpus Christi area.
- Evaluated alternatives for the purchase and renovation of an existing structure in the downtown area.
- Evaluated an option for adaptive re-use of the Ortiz Center structure.
- Refined alternatives for new construction.
- Expenditure to date of about \$120,000.

TODAY'S DISCUSSION

- No design has been completed, costing is based on identified space needs and industry standard costs (per square foot) and is generally a conservative “Order of Magnitude” estimate.
- Illustrations of site plans are conceptual and are intended to show general location, size and relationship to the site.
- Space evaluation does not reflect some recent changes in the organization.

TODAY'S DISCUSSION

- Costing includes general considerations for emergency operations and survivability.
- Adding emergency power and other emergency operations features could be difficult or not possible in leased space, and could require significant remodel of existing facilities
- Costing for lease and purchase options include costs for remodeling space, cost could be less if existing space works for PCCA needs.

TODAY'S DISCUSSION

- Lease and purchase options have been limited to structures in the general vicinity of the current facilities.
- There may be intangible considerations, such as the change in work culture, cooperation, and integration of departments if all staff is located in one building; “Highest and Best Use” of a property or structure; Public image; or others.
- In addition to initial capital cost, for some options life cycle costing could be a consideration.

Program Elements

DEPARTMENTS	CURRENT	PROPOSED	
Human Resources	943 NSF	1130 NSF	
Government Affairs	250 NSF	375 NSF	
Business Development	1000 NSF	1275 NSF	
Communications	673 NSF	1265 NSF	
Accounting/Finance	1660 NSF	3700 NSF	
Information Technology	1923 NSF	2715 NSF	
Operations/Harbor Master	3640 NSF	5151 NSF	
Engineering	3831 NSF	5075 NSF	
Executive Management	1780 NSF	2470 NSF	
Shared Resources	4334 NSF	7000 NSF	
Coastal Bend Bays & Estuary Program *	2083 NSF	3395 NSF	Currently off-site
TOTAL (NSF)	22,117	33,523	
Support Multiplier (Efficiency Ratio)	1.881 (53%)	1.64 (61%)	
	41,594 GSF	55,000 GSF	
EXISTING BUILDINGS			
Administration Building	20,715 GSF		
Annex Building	20,879 GSF		

Re-use Existing Office Space



- ✓ Significant remodel and/or expansion of these buildings will require that the buildings be upgraded to meet current regulatory and code requirements. This would require extensive remodeling of interior space as well as modifications to the exterior and the structure, which would reduce the available functional space.
- ✓ The extent of renovation and/or additions necessary to continue using these buildings would require relocating staff to temporary accommodations during construction.
- ✓ A third building may impinge on parking, and will certainly foster increased segregation of work groups.



Shoreline Blvd.



Existing Site-OPTION 1

Stay at 222 Power Street

Remodel Existing Structures, add an additional Structure	
Lease space during Remodel	\$345,000
Upgrade Administration Envelope / code	\$1,000,000
Upgrade Annex Envelope / code	\$500,000
Addition or New Building	\$5,100,000
Administration Building Interior Remodel	\$4,143,000
Annex Building Interior Remodel	\$3,131,850
Emergency Power	\$250,000
Parking Garage	\$1,380,000
Construction Cost	\$15,849,850 (\$288.18 per SF)
Design / Management / Inspection, Contingency, FFE, escalation	\$5,426,697
Proceeds from sale of Power St. site	\$0
TOTAL COST	\$21,276,548

- ❖ Staff and departments in three separate structures
- ❖ Relocation of staff during construction could be disruptive and inefficient
- ❖ Occupies a prime water-front lot that could have a higher/better use

R/UDAT Land Use Recommendations



Lease Options

Building	Space (SF)	Largest Contiguous Space (SF)	Lease Rate (SF/Yr)	
			Low	High
Frost Bank, Class A	55,916	13,848	\$17.21	20.21
Tower II, Class B	83,358	22,455	\$15.00	\$15.00
One Shoreline Plaza (OSP) Class A	82,174	7,472	\$19.62	\$24.62
Bank of America Building Class B	50,000	15,000	\$15.00	\$15.00

Building	Annual Cost - Base Rent		25 Year Cost w/ Tenant Improvement*	
	Low	High	Low	High
Frost Bank	\$860,500	\$1,010,500	\$29,012,500	\$32,762,500
Tower II	\$750,000	\$750,000	\$26,250,000	\$26,250,000
One Shoreline	\$981,1000	\$1,231,000	\$32,025,000	\$38,275,000
Bank of America Building	\$750,000	\$750,000	\$26,250,000	\$26,250,000

* Expansion Space not included, as additional space could be leased as necessary

* Lease costs are in 2015 dollars, inflation and cost of money not included

* Tenant improvements are based on 50,000 SF at \$150.00/SF - \$7,500,000

* Net proceeds of sale of Power Street \cong \$3,750,000

❖ **Emergency power and back-up systems could be challenging or not possible**

❖ **Alternate lease option would be Developer Built lease/purchase arrangement**



Lease Option Considerations

- ✓ Availability of suitable space controls this choice. Space planning in any of the buildings may be challenging. Limitations vary from one building to another, but include: very small floor plates that are more suitable for small tenants; lack of contiguous available spaces; long-term leases that take priority.
- ✓ Off-peak utility and climate control are usually a factor in spec office buildings.
- ✓ There may, or may not, be suitable space for commission meetings if Ortiz Center becomes unavailable.
- ✓ Range of rental rates: \$15-25 NRA, including expenses, quoted 3/2015



Purchase Options



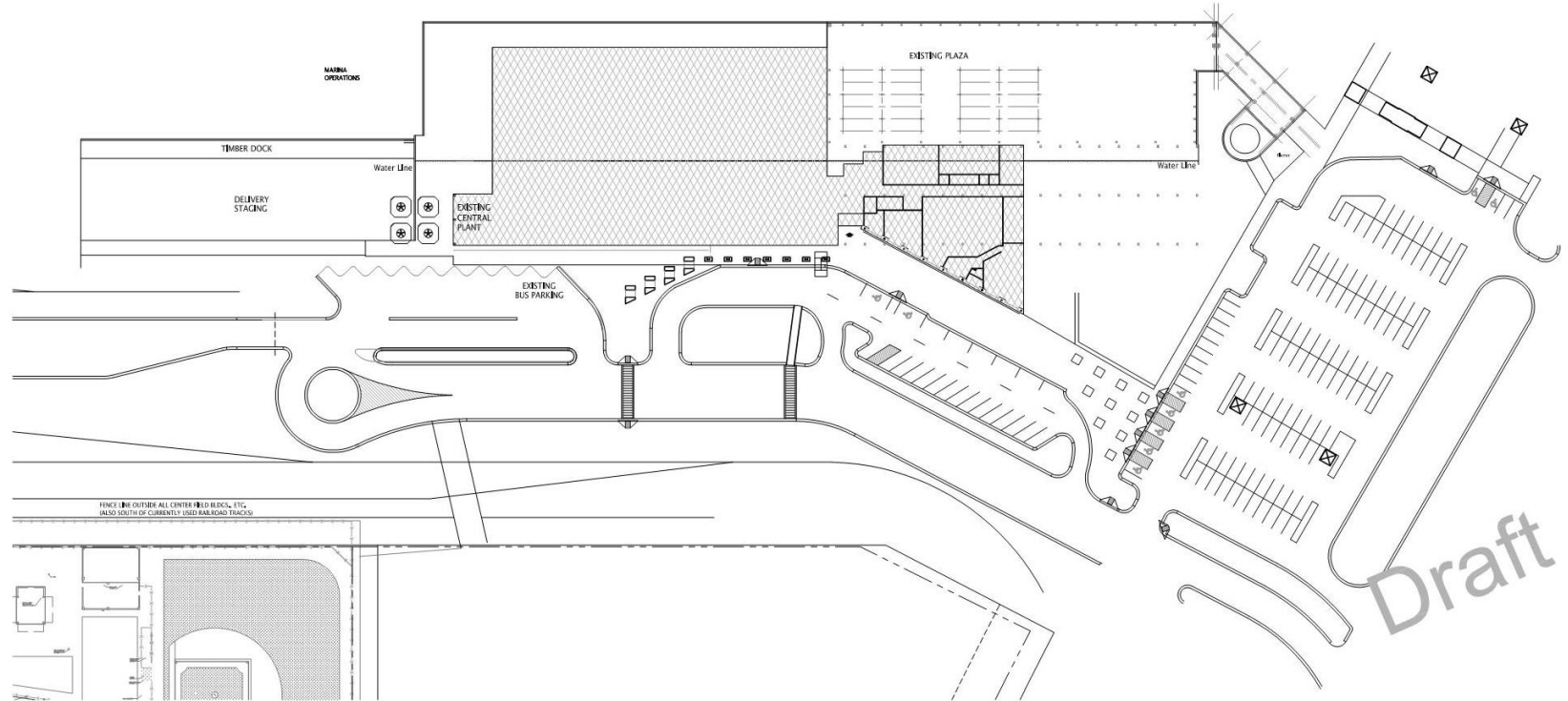
Building	Space (RSF)	Lot Size (SF)	Built	Purchase Price	Remodel Addition repair	Project Costs	Total Cost
Bayview Tower	120,000	82,764	1983	\$6,500,000	\$11,000,000	\$4,190,000	\$21,690,000
Wells Fargo Tower	303,881	117,176	1943	\$14,500,000	\$11,000,000	\$4,190,000	\$29,690,000

Other Considerations

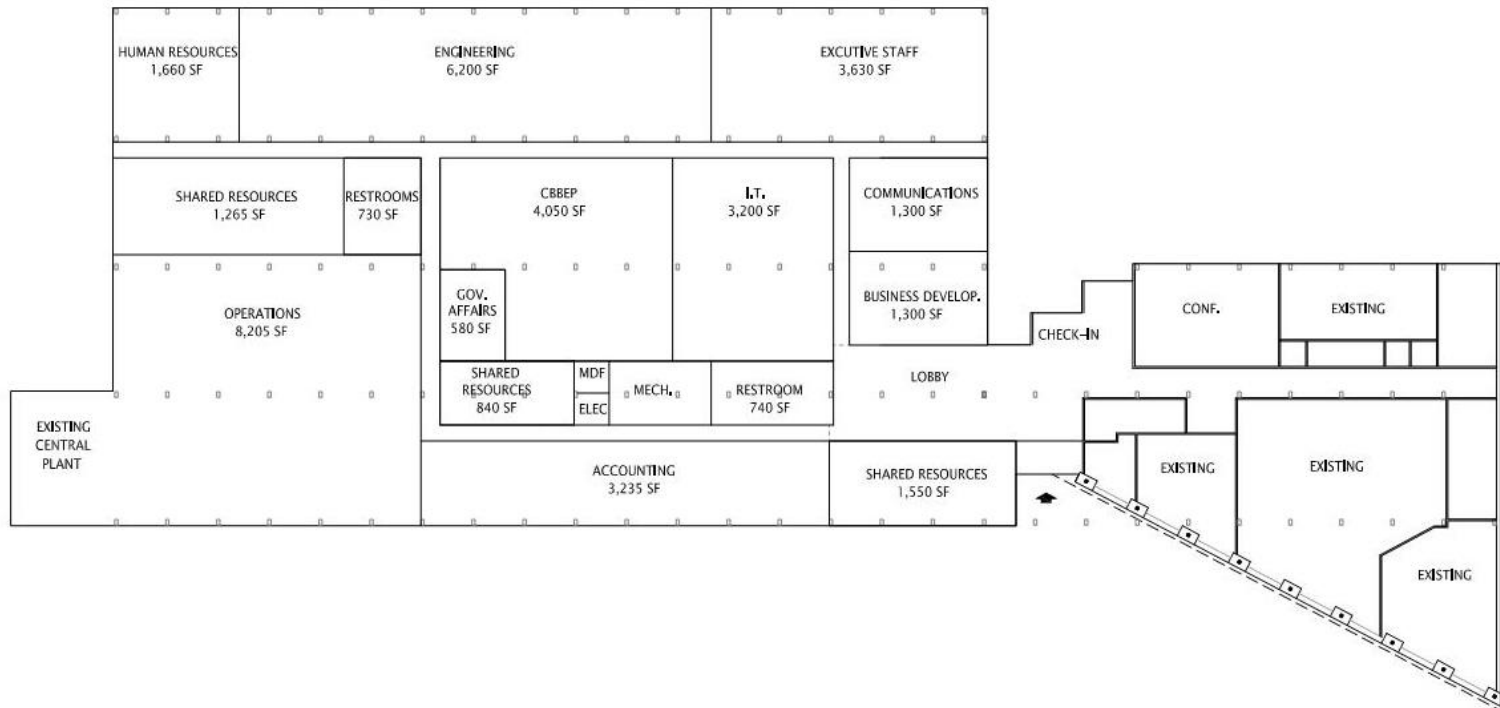
- ✓ Both Bayview Tower and Wells Fargo Tower are older buildings that are BOMA Class B or less. A higher degree of maintenance and renovation are likely.
- ✓ Prudence dictates budgeting significantly for repairs and/or updates for either building.
- ✓ Off-peak utility and climate control are usually a factor in spec office buildings but, as owner, PCCA could control.
- ✓ Leasing and property management could be outsourced. Financial pro formas are highly advised to evaluate true cost and risk of ownership.
- ✓ Possible tax concerns for owning a building with leased space.
- ✓ Other properties may be available if the owners were approached with an offer.



Adaptive Re-Use of Solomon P. Ortiz Center



Adaptive Re-Use of Solomon P. Ortiz Center



Adaptive Re-Use of Solomon P. Ortiz Center

ADAPTIVE RE-USE		
Existing Building - 60,823 sf (Finish-Out)		\$12,164,600
Existing Structure / Building Envelope Upgrade		\$2,000,000
Emergency Power		\$750,000
Estimated Building Construction:		\$14,914,600
Design/Administration/Testing	14%	\$2,088,044
Contingency	10%	\$1,491,460
Inflation	5%	\$745,730
Furniture/Technology	6%	\$1,000,000
Project Cost	35%	\$5,325,234
Total Estimated Costs:		\$20,239,834
Sale price of lot (\$4,000,000) Less demolition (\$250,000)		(\$3,750,000)
Net Cost:		\$16,489,834

Adaptive Re-Use of Solomon P. Ortiz Center

This option would change the primary function of the Solomon P. Ortiz Center from a multi-purpose convention and meeting facility into the Port's primary office facility.

Positive Points

- High visibility identifiable Office
- Building is associated with Port
- Some parking areas could be re-developed for other uses
- Public and user access is good
- Adjacent to parking
- Lower cost option
- Staff and departments on one floor
- Approximately ¼ of the building can be reused for conference space with little modification.

Negative Points

- ❖ Ortiz Center and foundation is a 1920s era structure
- ❖ Older structures could have increased maintenance costs
- ❖ 50-60% of the structure is over water
- ❖ Water side security may be a concern
- ❖ Discontinued public use of Ortiz Center
- ❖ Very limited daylight for interior spaces
- ❖ Mechanical and Electrical systems in large assembly areas are not configured for office space – extensive modification would be required.

Continued on following page

Adaptive Re-Use of Solomon P. Ortiz Center

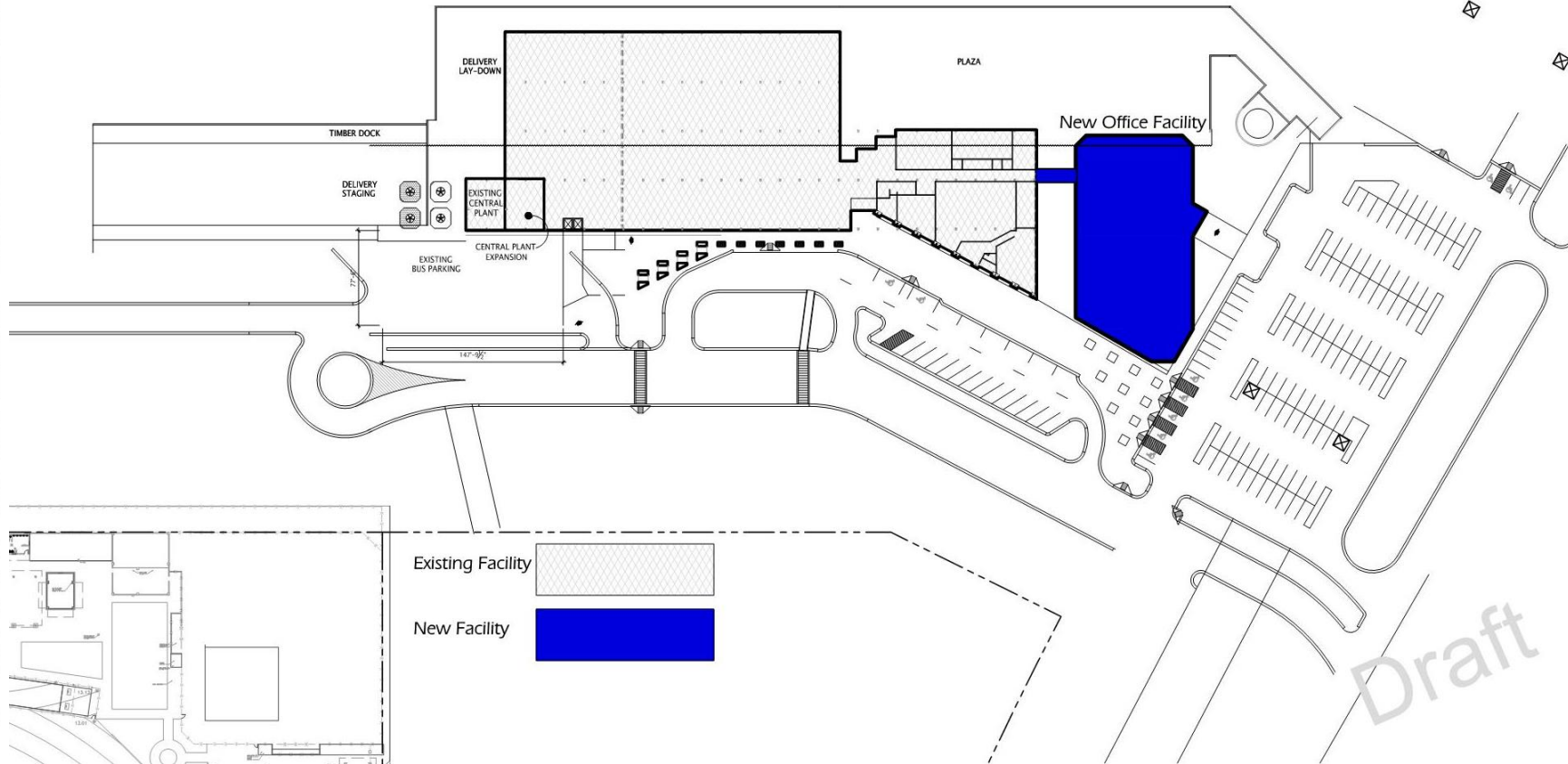
Positive Points

Negative Points *(continued)*

- ❖ Baggage Area (currently used for storage) occupies approximately 1/3 of the building and is not conditioned, has minimal power, and no interior finishes. Extensive construction would be required.
- ❖ Survivability is limited as entire structure is below 100 Year flood elevation
- ❖ Storm shutters for windows and doors are metal panels that require labor for installation.
- ❖ Removes option for commercial development at Ortiz Center



East Option at Ortiz Center



Draft



East Option

Solomon P. Ortiz Center

A new free-standing building located immediately adjacent to the east or west end of the existing Solomon P. Ortiz Center.

Positive Points

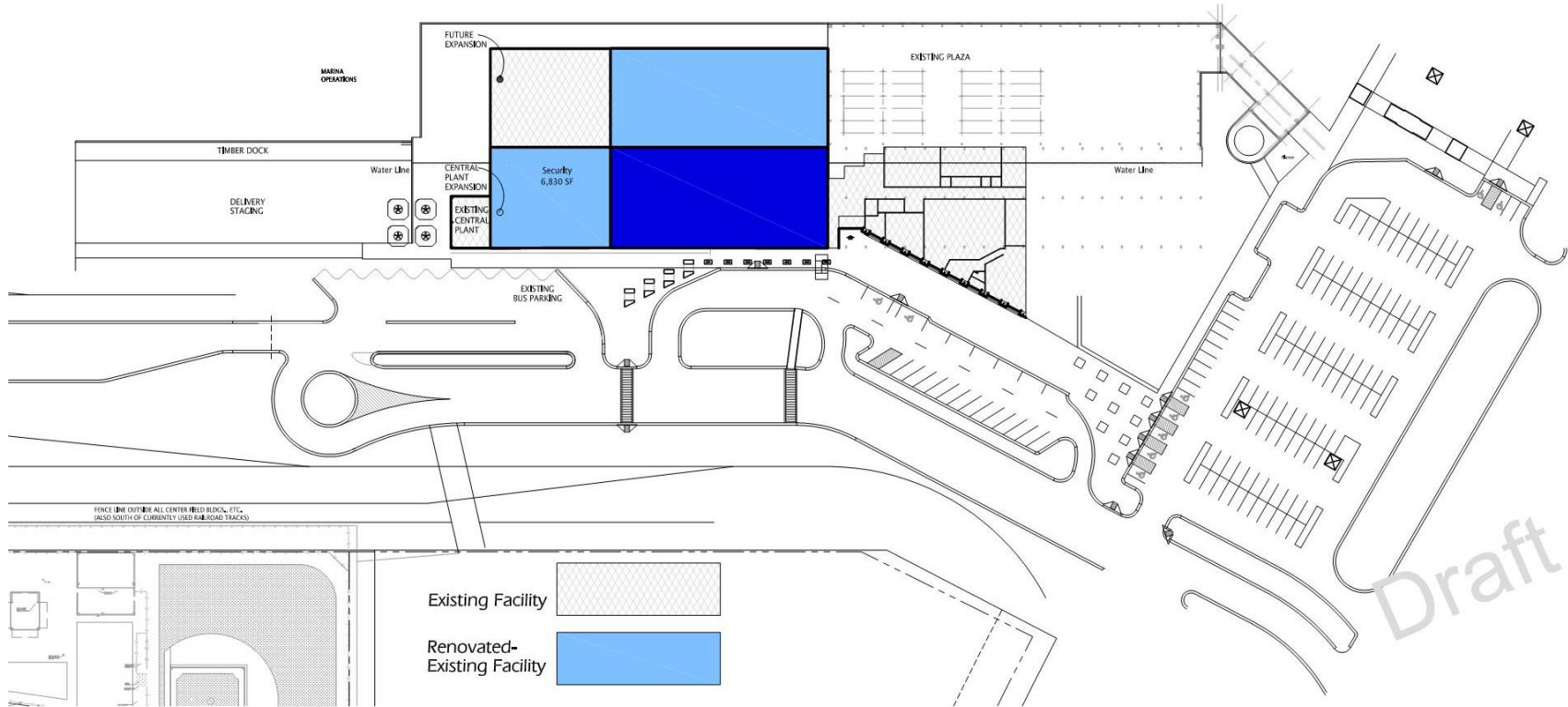
- High visibility identifiable Office
- Ortiz Center spaces are useable
- Best for natural light and water views
- Public and user access is good
- Adjacent to parking
- Upper floors can be survivable
- Ortiz Center can remain operational or Ortiz Center could be converted to Commercial Space
- Lower Floor could be designed as a public space
- Not constrained by Ortiz Center

Negative Points

- ❖ Near Harbor Bridge demolition
- ❖ Increased parking demand
- ❖ May require additional parking
- ❖ Higher costs
- ❖ Flooding potential on lower floor
- ❖ Places office space in front of public space

Central Option at Ortiz Center

PORTCORPUS CHRISTI™



Ortiz Center Site-Option C1



Central Option

Addition at Solomon P. Ortiz Center

This Option changes the Solomon P. Ortiz Center from a multi-purpose convention and meeting facility into the Port's primary office facility.

Positive Points

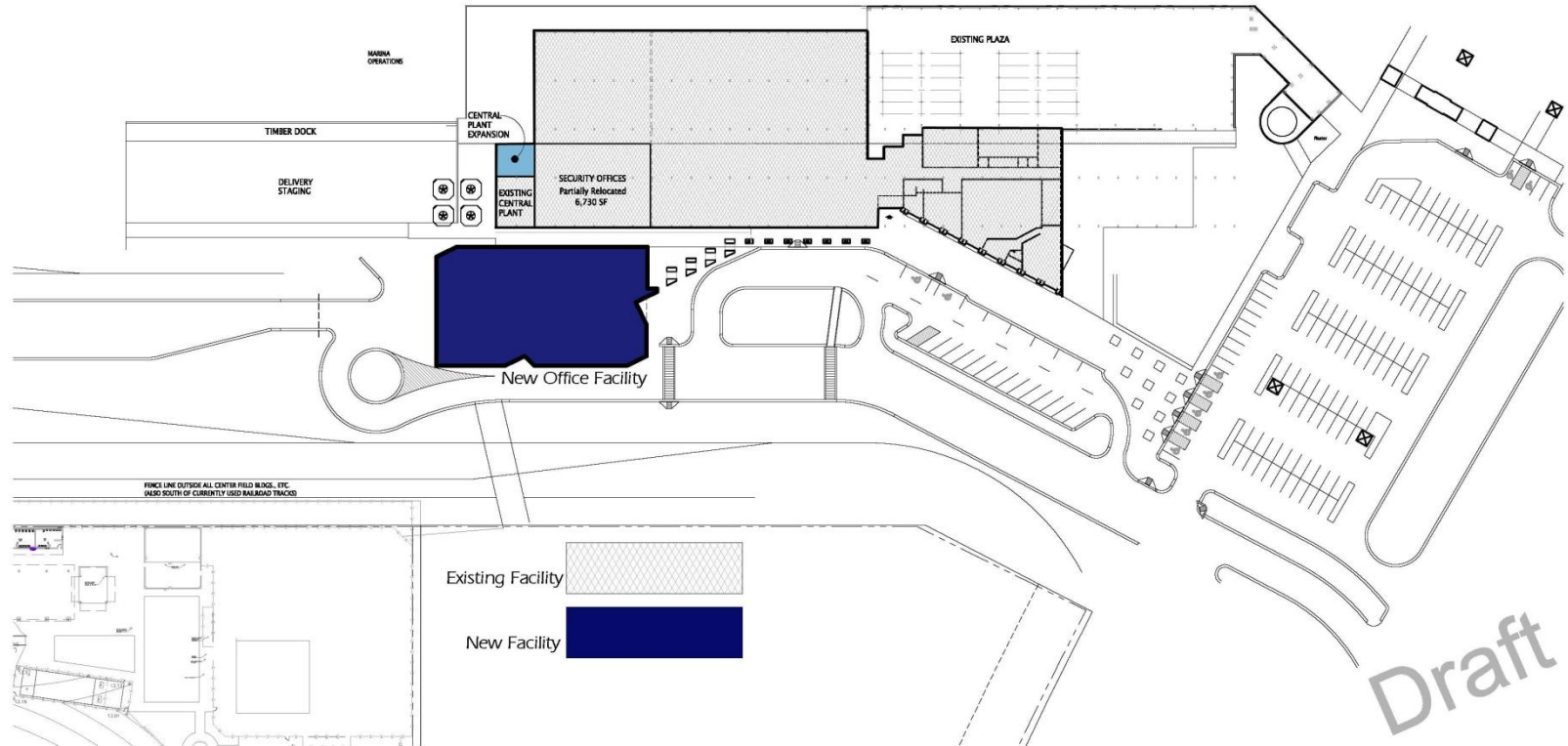
- High visibility identifiable Office
- Ortiz Center Spaces are incorporated
- Lower Cost option
- Public and user access is good
- Near parking
- Multiple expansion option
- Some limited public use of the Ortiz Center is possible
- Ample parking is available
- Upper floors can be surviveble

Negative Points

- ❖ Ortiz Center is a 1920s era structure
- ❖ Dock is a 1920s era structure
- ❖ Ortiz Center is no longer operational
- ❖ Limited view potential
- ❖ Existing structure blocks channel view
- ❖ Flooding potential on lower floor
- ❖ Old structure may increase maintenance costs



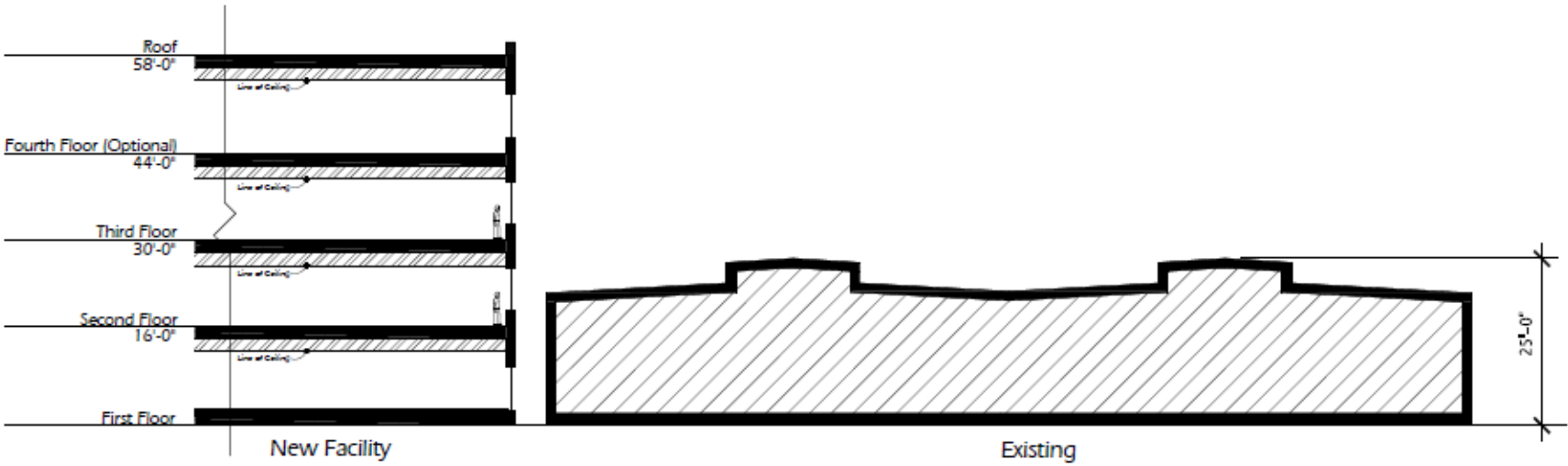
West Option at Ortiz Center



Ortiz Center Site-Option W1



West Option



Sectional Diagram- W1
(Illustrates Limitations on Views & Windows)



West Option

Addition at Solomon P. Ortiz Center

A new free-standing building located immediately adjacent to the west end of the existing Solomon P. Ortiz Center. The new building would have a separate identifiable entry and could be physically connected to the Ortiz Center

Positive Points

- High visibility identifiable Office
- Ortiz Center Spaces are useable
- Public and user access is good
- Ortiz Center can remain operational
- Upper floors can be survivable
- Public space is located ahead of office space

Negative Points

- ❖ Located away from available parking
- ❖ Increased parking demand
- ❖ May require additional parking
- ❖ Higher cost
- ❖ Flooding potential of lower floors
- ❖ Harbor / Channel views limited by existing structure



Central Option

Solomon P. Ortiz Center

CENTRAL OPTION	
Existing Building - 14,850 sf (Demolition)	\$445,500
Existing Building - Envelope Upgrade	\$1,000,000
Existing Building - 35,789 sf (Finish-Out)	\$7,157,800
Existing Building - 1,119 sf (Central Plant)	\$167,850
New Construction - 19,211 sf (Finish-Out)	\$5,763,300
Emergency Power	\$750,000
Construction Cost	\$15,284,450
Design / Management / Inspection, Contingency, FFE, escalation	\$5,349,550
TOTAL COST	\$20,634,000
Sale price of Power St. site (\$4,000,000) Less demolition (\$250,000)	(\$3,750,000)
Net Cost:	\$16,884,000

Construct New – Stand Alone Building

New Building (East or West Ortiz, Power Street)	
Existing Building - 1,350 sf (Central Plant)	\$135,000
New Construction - 55,000 sf (Finish-Out)	\$16,500,000
Emergency Power	\$750,000
Construction Cost	\$17,385,000
Design / Management / Inspection, Contingency, FFE, escalation	\$6,084,750
TOTAL COST	\$23,469,750
Sale price of Power St. site (\$4,000,000) Less demolition (\$250,000)	(\$3,750,000)
Net Cost:	\$19,719,750



Cost Summary

Option	Cost
Lease, low end 25 year cost	\$26,250,000
Purchase Existing Building and upgrade / remodel	\$21,690,000
Stay at 222 Power St. remodel and add on	\$21,276,548
Adaptive Re-Use of Ortiz Center less lot sale	\$16,489,834
Ortiz Center Location, New Building Less lot sale	\$19,719,750

Decision Tree

