

SANITARY SEWER COLLECTION LINE EXTENSION CONSTRUCTION AND REIMBURSEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF NUECES §

This Sanitary Sewer Collection Line Extension Construction and Reimbursement Agreement ("AGREEMENT") is entered into between the City of Corpus Christi ("CITY"), a Texas Home-Rule Municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and N.M. Edificios, LLC, ("DEVELOPER"), 3900 North McColi Road, McAllen, Texas, 78501.

WHEREAS, DEVELOPER in compliance with the CITY Platting Ordinance, has filed a plat, approved by the Planning Commission on November 11, 2009, to develop a tract of land of approximately 32.41 acres called L & F Subdivision Lot 1, located on State Highway 44, west of Bockhoit Road and east of Clarkwood Road, as shown in **Exhibit 1**, attached;

WHEREAS, under the Platting Ordinance, the DEVELOPER is responsible for construction of Sanitary Sewer Collection Line Extension ("Collection Line Extension");

WHEREAS, under the Platting Ordinance, the DEVELOPER is eligible for reimbursement of the DEVELOPER's costs for the construction of Collection Line Extension;

WHEREAS, it is to the best interest of the CITY that Collection Line Extension, be constructed to its ultimate capacity under the Master Plan;

WHEREAS, Resolution No. 026869 authorized the acceptance of applications to be eligible for reimbursement in the future when funds are fully available in, and are appropriated by the City Council, from the Collection Line Trust Fund as per the Platting Ordinance, Section V.B.6.f)(2)(ii)(4)(a); and

WHEREAS, DEVELOPER has submitted an application for reimbursement of the costs of installing the Collection Line Extension, see **Exhibit 2**, attached;

NOW, THEREFORE, for and in consideration of the mutual covenants in this AGREEMENT, the parties do covenant and agree as follows:

1. REQUIRED CONSTRUCTION

The DEVELOPER shall construct the Collection Line Extension, in compliance with the CITY's Platting Ordinance and under the plans and specifications approved by the Development Services Engineer.

2010-150

M2010-111

05/18/10

2. PLANS AND SPECIFICATIONS

a. The DEVELOPER shall contract with a professional engineer, acceptable to the CITY's Development Services Engineer, to prepare plans and specifications for the Collection Line Extension, as shown in **Exhibit 3**, attached, with the following basic design:

1. Install 1242 linear feet of 10-inch PVC sanitary sewer collection line;
2. Install five 5-foot diameter fiberglass manholes;
3. Safety Trenching;
4. Rehab of one existing manhole with fiberglass liner;
5. One 10 inch waste water plug;
6. Approximately 1242 linear feet of dewatering;
7. One 5 ft. fiberglass manhole – extra depth;

b. The Collection Line Extension must begin at the east property line of L&F Subdivision Lot 1 and extend west approximately 1242 feet to an existing manhole located on the west side of Clarkwood Road. From the existing manhole, the Collection Line Extension extends east along the future easement approximately 1242 linear feet and terminates at the east property line of L&F Subdivision, Lot 1.

c. The plans and specifications must comply with CITY Standard Wastewater Detail Sheets and Standard Specifications.

d. Before the DEVELOPER starts construction the plans and specification must be approved by the CITY's Development Services Engineer.

3. SITE IMPROVEMENTS

Prior to the start of construction of the Collection Line Extension, DEVELOPER shall acquire and dedicate to the CITY the required additional utility easements ("Easements"), if necessary for the completion of the Collection Line Extension. If any of the property needed for the Easements is owned by a third party and DEVELOPER is unable to acquire the Easements through reasonable efforts, then the CITY will use its powers of eminent domain to acquire the Easements.

4. PLATTING FEES

DEVELOPER shall pay to the CITY of Corpus Christi the required acreage fees and pro-rata fees as required by the Platting Ordinance for the area of the Collection Line Extension.

5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS

DEVELOPER shall award a contract and complete the Collection Line Extension, under the approved plans and specifications, by June 30, 2011.

6. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

7. PROMPT AND GOOD FAITH ACTIONS

The parties shall act promptly and in good faith in performing their duties or obligations under this AGREEMENT. If this AGREEMENT calls for review or inspections by the CITY, then the CITY's reviews or inspections must be completed thoroughly and promptly.

8. DEFAULT

The following events shall constitute default:

- a. DEVELOPER fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval by City Council.
- b. DEVELOPER's professional engineer fails to submit the plans and specifications to the CITY's Director of Engineering Services by the 60th calendar day after the date of approval by City Council.
- c. DEVELOPER fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 90th calendar day after the date of approval by City Council.
- d. DEVELOPER's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. DEVELOPER's contractor fails to complete construction of the project, under the approved plans and specifications, on or before June 30, 2011.
- f. Either the CITY or DEVELOPER otherwise fails to comply with its duties and obligations under this AGREEMENT.

9. NOTICE AND CURE

- a. In the event of a default by either party under this AGREEMENT, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in detail, the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.

c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.

d. Should DEVELOPER fail to perform any obligation or duty of this AGREEMENT, the CITY shall give notice to DEVELOPER, at the address stated herein, of the need to perform the obligation or duty, and should DEVELOPER fail to perform the required obligation or duty within 15 days of receipt of the notice, the CITY may perform the obligation or duty, charging the cost of such performance to DEVELOPER by reducing the reimbursement amount due DEVELOPER.

e. In the event of an uncured default by the DEVELOPER, after the appropriate notice and cure period, the CITY has all its common law remedies and the CITY may:

1. Terminate this AGREEMENT after the required notice and opportunity to cure the default.
2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project.
3. Perform any obligation or duty of the DEVELOPER under this AGREEMENT and charge the cost of such performance to DEVELOPER. DEVELOPER shall pay to CITY the reasonable and necessary cost of the performance within 30 days from the date DEVELOPER receives notice of the cost of performance. In the event that DEVELOPER pays the CITY under the preceding sentence, and is not otherwise in default under this AGREEMENT, then the AGREEMENT shall be considered in effect and no longer in default.

f. In the event of an uncured default by the CITY after the appropriate notice and cure period, the DEVELOPER has all its remedies at law or equity for such default.

10. FORCE MAJEURE

a. The term "force majeure" as employed in this AGREEMENT means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this AGREEMENT, then the party shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent effected by the force majeure, are suspended during the continuance of the inability claimed, but for no longer period and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

11. NOTICES

a. Any notice or other communication required or permitted to be given under this AGREEMENT must be given to the other Party in writing at the following address:

1. If to the DEVELOPER:

N.M. Edificios, LLC
3900 North McColl Road
McAllen, Texas, 78501

2. If to the CITY:

CITY of Corpus Christi
1201 Leopard Street (78401)
P. O. Box 9277
Corpus Christi, Texas 78469
ATTN: Assistant City Manager
Development Services

b. Notice required by this paragraph may be by United States Postal Service, First Class Mail, Certified, Return Receipt Requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change address for notices by giving notice of the change under the provisions of this section.

12. THIRD-PARTY BENEFICIARY

DEVELOPER's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the project, contracts for testing services, and with the contractor for the construction of the project must provide that the CITY is a third party beneficiary of each contract.

13. PERFORMANCE AND PAYMENT BONDS

DEVELOPER shall require its contractor for the construction of the project, before beginning the work, to execute with DEVELOPER and the CITY a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bond must comply with Texas Government Code, Chapter 2253.

14. WARRANTY

DEVELOPER shall fully warranty the workmanship of and function of the Sanitary Sewer Collection Line and the construction of the Sanitary Sewer Collection Line for a period of one year from and after the date of acceptance of the facilities by the CITY Engineer.

15. REIMBURSEMENT

a. Subject to the appropriation of funds, the CITY will reimburse the DEVELOPER 100% of the reasonable cost of the Collection Line Extension, not to exceed \$191,607.92. See attached cost estimate (**Exhibit 4**).

b. The CITY agrees to reimburse the DEVELOPER on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30-days from the date of the invoice. DEVELOPER shall submit all required performance bonds and proof of required insurance under the provisions of this AGREEMENT.

c. To be eligible for reimbursement, the work must be completed in a good and workmanlike manner, and must have been inspected and accepted by the CITY. The CITY agrees to conduct periodic inspections and approve the progress of the work at key points during construction.

d. In the event that this AGREEMENT is terminated by the CITY, as a result of an uncured default by the DEVELOPER, at a time when there has been a partial completion and partial payment for the improvements, then the CITY shall only reimburse DEVELOPER for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the CITY up to the time that there is an uncured default by the DEVELOPER.

16. INDEMNIFICATION

DEVELOPER shall indemnify and hold harmless the CITY, its agents, officers, and employees ("Indemnitees") from all suits, actions, or claims and from all liability for any and all injuries or damages sustained by any person, including without limitation workers compensation, personal injury or death, arising from or incident to the construction of the Sanitary Sewer Collection Line Extension by DEVELOPER.

17. COVENANT RUNNING WITH THE LAND

This AGREEMENT is a covenant running with the land, L & F Subdivision Lot 1 , a subdivision in Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the AGREEMENT are binding on and inure to the benefit of the DEVELOPER's successors or assigns.

18. ASSIGNMENT OF AGREEMENT

This AGREEMENT or any rights under this AGREEMENT may not be assigned by DEVELOPER to another without the written approval and consent of the CITY's City Manager.

19. DISCLOSURE OF OWNERSHIP INTERESTS

DEVELOPER further agrees, in compliance with the CITY Ordinance No. 17110, to complete, as part of this AGREEMENT, the Disclosure of Ownership interests form attached hereto as **Exhibit 5**.

20. EFFECTIVE DATE

This AGREEMENT becomes effective and is binding upon and inures to the benefit of the CITY and DEVELOPER, and their respective heirs, successors, and assigns from and after the date of execution by all parties.

21. AUTHORITY

The person signing this AGREEMENT on behalf of the parties represents, warrants, and guarantees that they have authority to act on behalf of the party and make this AGREEMENT binding and enforceable by their signature.

EXECUTED IN TRIPLICATE originals, this 12 day of MAY, 2010.

N.M. Edificios, LLC ("DEVELOPER")
3900 North McColl Road
McAllen, Texas, 78501

By: _____



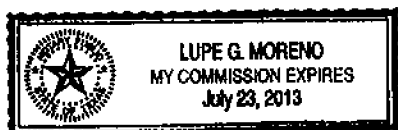
Anthony LaMantia
DEVELOPER

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on 5-12-, 2010, by Anthony LaMantia, DEVELOPER, N.M. Edificios, LLC, on behalf of the corporation.



Notary Public, State of Texas



- NOTES:**
1. Set 5/3/18, at all corners unless otherwise noted.
 2. The total plotted area contains 32.41 acres (141,578.35 sq ft) of land.
 3. By graphic plotting only, this property is in Zone "C", "B" & "C" on Flood Insurance Rate Map, Community Panel Number 453464, effective date of July 18, 1985. Flood zone boundaries are shown on the map.
 4. If any lot is developed with residential uses, compliance with the Public Open Spaces regulations will be required during the building permit phase.
 5. The receiving water for the storm water runoff from this property is the Old Creek Basin. The TCEB has classified the aquatic life use for the Old Creek Basin as "high aquatic life use".

**STATE OF TEXAS
COUNTY OF NUECES**

I, **ANTONIO LAMARCA**, PRINCIPAL OF **N.M. EDIFICIOS LLC**, hereby certify that **N.M. EDIFICIOS LLC**, the owner of the subject lot, is the owner of the subject lot. The subject lot is located in Block 100, Subdivision No. 402, Abstract No. 1031, James W. Ward original grantee, in Nueces County, Texas, that I have had said land surveyed as shown on the foregoing map, that any and all streets and ports are dedicated to the use forever, that the same are dedicated to the public for the installation, operation and use of public utilities.

This the _____ day of _____, 20____.

Antonio Lamarca, Principal of **N.M. Edificios LLC**

**STATE OF TEXAS
COUNTY OF NUECES**

I, **DIANA BARBERA**, Clerk of the County Court, in and for said County, do hereby certify that the foregoing map, with its certificate of publication was filed for record in my office the _____ day of _____ at _____ o'clock _____ M., in said county in Volume _____ Page _____, Map Records.

Witness my hand and seal of the County Court, in and for said County, in Corpus Christi, Texas, the day and year last written.

This the _____ day of _____, 20____.

Diana Barbera, County Clerk
Nueces County, Texas

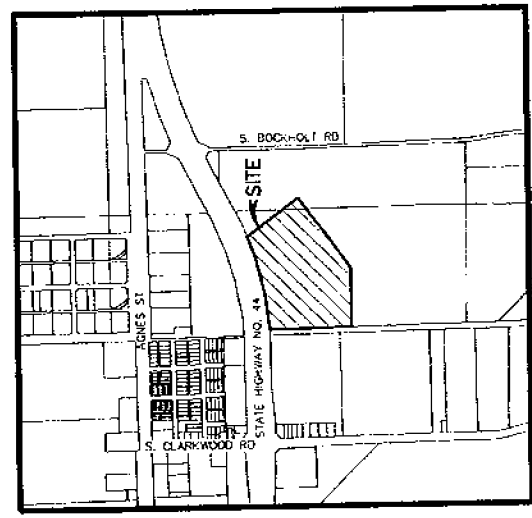
Notary Public in and for the State of Texas
Commission Expiration Date _____

**STATE OF TEXAS
COUNTY OF NUECES**

I, **RODRIGO OLIVERA**, a Registered Professional Land Surveyor, hereby certify that the foregoing map was prepared from surveys made on the ground under my direction and is true and correct; that I have been engaged under contract to set and locate all lot corners as shown hereon and to complete such operation in accordance with the applicable laws and regulations of the State of Texas and to complete same in accordance with the professional practice.

This the _____ day of _____, 20____.

Rodrigo Olivera, P.L.S.
State of Texas Lic. No. 1415



**LOCATION MAP
NOT TO SCALE**

**STATE OF TEXAS
COUNTY OF NUECES**

This final plat of the herein described property was approved by THE DEPARTMENT OF DEVELOPMENT SERVICES of the City of Corpus Christi, Texas.

This the _____ day of _____, 20____.

Juan Ramirez, Jr., P.E., Development Services Engineer

**STATE OF TEXAS
COUNTY OF NUECES**

I, **DIANA BARBERA**, Clerk of the County Court, in and for said County, do hereby certify that the foregoing map, with its certificate of publication was filed for record in my office the _____ day of _____ at _____ o'clock _____ M., in said county in Volume _____ Page _____, Map Records.

Witness my hand and seal of the County Court, in and for said County, in Corpus Christi, Texas, the day and year last written.

This the _____ day of _____, 20____.

Diana Barbera, County Clerk
Nueces County, Texas

Notary Public in and for the State of Texas
Commission Expiration Date _____

**STATE OF TEXAS
COUNTY OF NUECES**

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas, by the Planning Commission.

This the _____ day of _____, 20____.

Ruby Gore
Chairman

Fayez Qudus-Moon
Secretary

FINAL PLAT OF L&F SUBDIVISION, LOT 1

23.41 ACRES OUT OF 14.44 ACRES OUT OF PRIVATE SURVEY NO. 141,114, WARD ORIGINAL GRANT, ABSTRACT NO. 100 AND OUT OF STATE SURVEY NO. 402, WARD ORIGINAL GRANT, ABSTRACT NO. 100



engineers | architects | contractors
14115 W. LOOP WEST, SUITE 100
CORPUS CHRISTI, TEXAS 78404
TEL: (361) 854-4444
FAX: (361) 854-4444
WWW.LNV.COM

EXHIBIT 1
Page 1 of 3

N.M. EDIFICIOS LLC
 REMAINDER OF 145.48 ACRES
 SEE NOTE 1 FOR RECORDING
 INFORMATION

SPECIAL NOTES:
 1. THIS PLAN SHOWS THE REMAINDER OF 145.48 ACRES OF LAND AS OWNED BY N.M. EDIFICIOS LLC. THE LAND IS SUBJECT TO A MORTGAGE IN FAVOR OF BANK OF AMERICA, NATIONAL ASSOCIATION, AS MORTGAGEE. THE MORTGAGE IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF TARRANT, TEXAS, UNDER INSTRUMENT NO. 2014-001234567. THE MORTGAGEE'S INTEREST IN THE LAND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE MORTGAGE INSTRUMENT.
 2. THE CITY OF COMMERCE CURRENTLY HAS AN UNPAID PROPERTY TAX OF \$1,234.56 ON THE LAND.



- LEGEND**
- 1. BOUNDARY
 - 2. EASEMENT
 - 3. UTILITY EASEMENT
 - 4. FLOOD ZONE
 - 5. DRAINAGE EASEMENT
 - 6. DRAINAGE EASEMENT
 - 7. COUNTY, TEXAS RECORDS
 - 8. INSTRUMENT NO. 2014-001234567
 - 9. INSTRUMENT NO. 2014-001234567
 - 10. INSTRUMENT NO. 2014-001234567

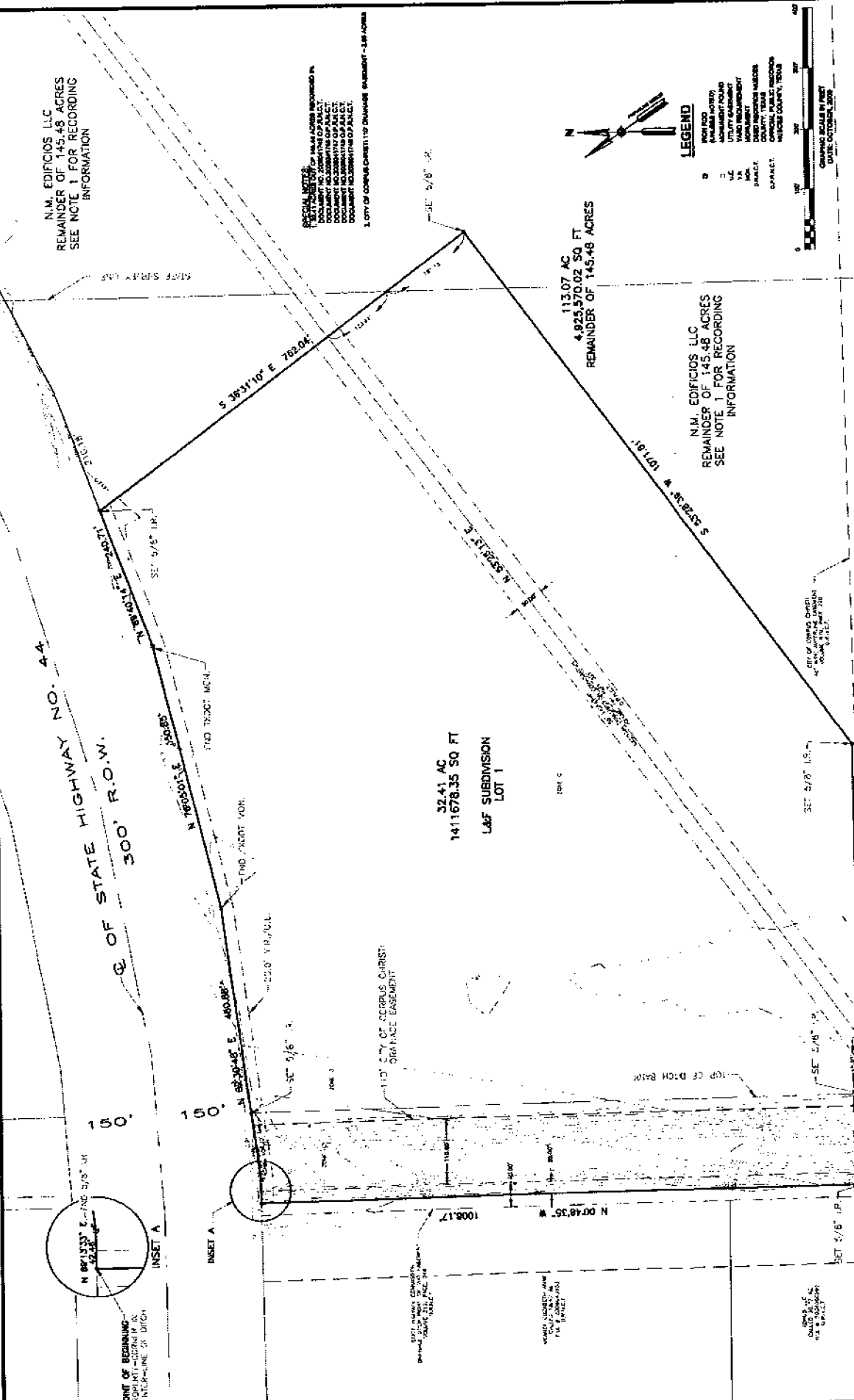


FINAL PLAT OF L&F SUBDIVISION, LOT 1
 32.41 ACRES OUT OF 145.48 ACRES OUT OF STATE SURVEY NO. 44, L&F SUBDIVISION, LOT 1, 145.48 ACRES ORIGINAL SURVEY, INSTRUMENT NO. 2014-001234567, AND OUT OF STATE SURVEY NO. 44, L&F SUBDIVISION, LOT 1, 145.48 ACRES ORIGINAL SURVEY, INSTRUMENT NO. 2014-001234567

LNV
 engineers | architects | contractors
 801 MARSHALL BLVD. SUITE 200
 COMMERCE COUNTY, TEXAS 75840
 TEL: (940) 366-1111
 FAX: (940) 366-1112
 WWW.LNVINC.COM

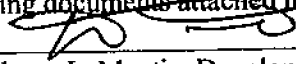
N.M. EDIFICIOS LLC
 REMAINDER OF 145.48 ACRES
 SEE NOTE 1 FOR RECORDING
 INFORMATION

EXHIBIT 1
 page 2 of 2



APPLICATION FOR SEWERLINE REIMBURSEMENT

I, Anthony LaMantia developer of proposed L & F Subdivision Lot 1 Subdivision, hereby request reimbursement of \$191,607.92 for the installation of the sanitary sewer main in conjunction with L & F Subdivision Lot 1 Subdivision, as provided for by City Ordinance No. _____. Said \$191,607.92 is the construction cost, including engineering cost, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.



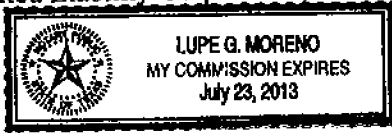
Anthony LaMantia, Developer
N.M. Edificios, LLC


May 12 2010
(Date)

THE STATE OF TEXAS)

COUNTY OF NUECES)

This instrument was acknowledged before me on 5-12-, 2010, by ANTHONY LAMANTIA, a Limited Liability Corporation, on behalf of the said corporation.



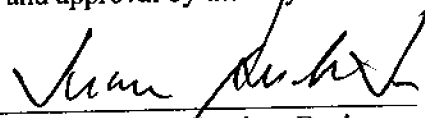


Notary Public in and for the State of Texas

CERTIFICATION

The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:

- (a) sufficiency of funds in the Collection Line Trust Fund, and
- (b) appropriation and approval by the City Council.



Development Services Engineer

5/18/10
(Date)

Exhibit 2

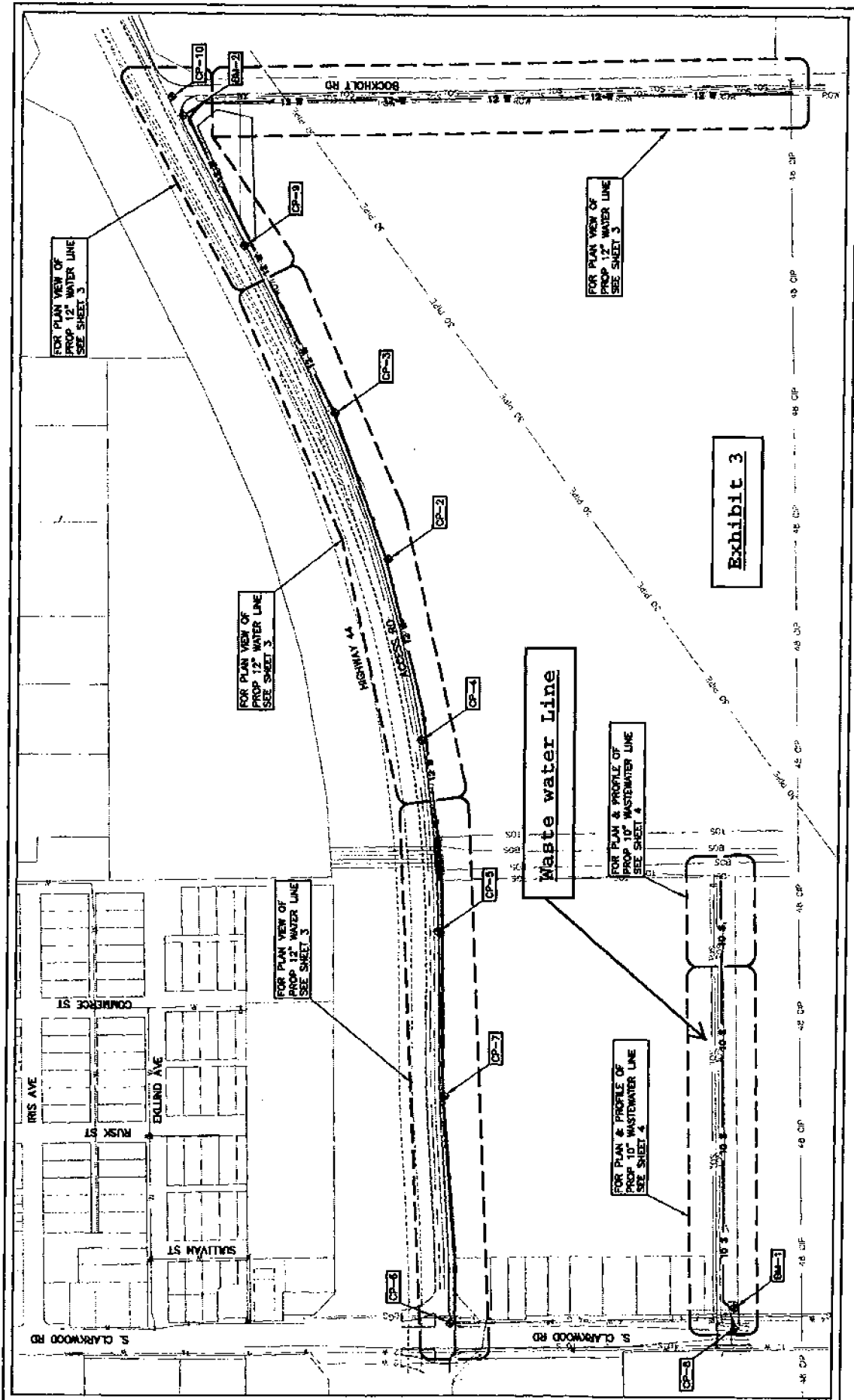


Exhibit 3

Waste water Line

FOR PLAN VIEW OF
PROP. 12" WATER LINE
SEE SHEET 3

FOR PLAN VIEW OF
PROP. 12" WATER LINE
SEE SHEET 3

FOR PLAN VIEW OF
PROP. 12" WATER LINE
SEE SHEET 3

FOR PLAN VIEW OF
PROP. 12" WATER LINE
SEE SHEET 3

FOR PLAN & PROFILE OF
PROP. 10" WASTEWATER LINE
SEE SHEET 4

FOR PLAN & PROFILE OF
PROP. 10" WASTEWATER LINE
SEE SHEET 4

44 CIP 46 CIP 48 CIP 49 CIP 50 CIP 51 CIP 52 CIP 53 CIP 54 CIP 55 CIP 56 CIP 57 CIP 58 CIP 59 CIP 60 CIP 61 CIP 62 CIP 63 CIP 64 CIP 65 CIP 66 CIP 67 CIP 68 CIP 69 CIP 70 CIP 71 CIP 72 CIP 73 CIP 74 CIP 75 CIP 76 CIP 77 CIP 78 CIP 79 CIP 80 CIP 81 CIP 82 CIP 83 CIP 84 CIP 85 CIP 86 CIP 87 CIP 88 CIP 89 CIP 90 CIP 91 CIP 92 CIP 93 CIP 94 CIP 95 CIP 96 CIP 97 CIP 98 CIP 99 CIP 100 CIP



engineers | architects | contractors

DATE: May 11, 2010
BY: HC

PROJECT: L&F Distributors New Building Site Improvements
PROJECT NO: 090142.00

PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COST

| Item | Description | Qty | Unit | Unit Price | Total Price |
|---|--|-------|------|------------|----------------------|
| Sanitary Sewer Extension | | | | | |
| 1 | 10" SDR 26 PVC Wastewater Line (19'-21') | 426 | LF | \$130.00 | \$55,380.00 |
| 2 | 10" SDR 26 PVC Wastewater Line (17'-19') | 493 | LF | \$115.00 | \$56,695.00 |
| 3 | 10" SDR 26 PVC Waterwater Line (15'-17') | 323 | LF | \$100.00 | \$32,300.00 |
| 4 | Dewatering | 1,242 | LF | \$30.00 | \$37,260.00 |
| 5 | Trench Safety | 1,242 | LF | \$5.00 | \$6,210.00 |
| 6 | 5' Diameter Fiberglass Manhole | 5 | EA | \$7,000.00 | \$35,000.00 |
| 7 | 5' Diameter Fiberglass Manhole Extra Depth | 50 | VF | \$450.00 | \$22,500.00 |
| 8 | 10" Wastewater Plug | 1 | EA | \$750.00 | \$750.00 |
| 9 | Rehab Existing Manhole | 1 | EA | \$5,000.00 | \$5,000.00 |
| SEWER LINE SUB TOTAL | | | | | \$251,095.00 |
| CONTINGENCIES (10%) | | | | | \$25,109.50 |
| CONSTRUCTION SUB TOTAL | | | | | \$276,204.50 |
| ENGINEERING DESIGN (8%) | | | | | \$22,096.00 |
| TOPOGRAPHIC SURVEY (2%) | | | | | \$6,000.00 |
| TESTING (1%) | | | | | \$2,500.00 |
| PERMITS (1%) | | | | | \$2,500.00 |
| ADMINISTRATIVE SUB TOTAL | | | | | \$33,096.00 |
| PROJECT TOTAL | | | | | \$309,300.50 |
| MAXIMUM ALLOWABLE REIMBURSEMENT (SECT V.B.6.F) (2) | | | | | \$239,509.90 |
| LESS ACREAGE FEES | | | | | (\$47,901.98) |
| TOTAL REIMBURSEMENT REQUESTED | | | | | \$191,607.92 |

THIS DOCUMENT IS RELEASED FOR INFORMATIONAL PURPOSES UNDER THE AUTHORITY OF JUAN A. PIMENTEL, P.E. 005947, L.N.V. TYPE FIRM NO. F-366 ON 05-11-10 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES

Exhibit 4

**CITY OF CORPUS CHRISTI
DISCLOSURE OF INTERESTS**

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." See reverse side for definitions.

FIRM NAME: N. M. Edificios, LLC
STREET: 3900 N. McColl Rd. **CITY:** McAllen **ZIP:** 78501
FIRM IS: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other (X)

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Job Title and City Department (if known) |
|-------|--|
| _____ | _____ |
| _____ | _____ |

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| Name | Board, Commission, or Committee |
|-------|---------------------------------|
| _____ | _____ |
| _____ | _____ |

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

| | Consultant |
|-------|------------|
| _____ | _____ |
| _____ | _____ |

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Anthony LaMantia **Title:** Manager
(Type of Print)


Signature of Certifying Person:  **Date:** MAY 12 2010

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- c. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- f. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

APPLICATION FOR WASTEWATER LINE CREDIT

I, Anthony LaMantia, developer of proposed L & F Distributors Subdivision Lot 1 Subdivision, hereby apply for \$ 47,901.98 credit towards the wastewater acreage fee for the installation of the collection wastewater line as provided for by City Ordinance No. _____. \$309,301.00 is the construction cost, including 8% Engineering, as shown by the cost supporting documents attached herewith.



Anthony LaMantia, Developer

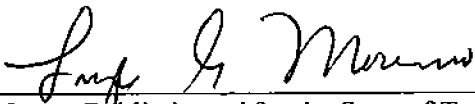
MAY 17 2010

(Date)

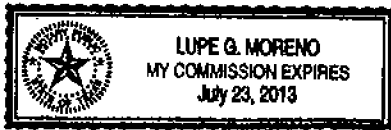
THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on 5-17, 2010,
by Anthony LaMantia.

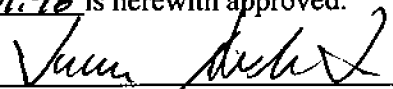


Notary Public in and for the State of Texas



CERTIFICATION

The information submitted with this application has been reviewed and determined to be correct and a credit of \$ 47,901.98 is herewith approved.



Juan Perales, Jr., P.E.
Development Services Engineer

5/18/10

(Date)