

PARTICIPATION AGREEMENT

STATE OF TEXAS §

COUNTY OF NUECES §

THIS PARTICIPATION AGREEMENT (hereinafter "Agreement") is entered into between the City of Corpus Christi (the "City"), a Texas Home-Rule Municipal Corporation, P. O. Box 9277, Corpus Christi, Texas 78469-9277 and Mostaghasi Investment Trust ("Owner"), 8026 Bar Le Doc Drive, Corpus Christi, Texas 78414.

WHEREAS, the Owner owns certain real property located in Nueces County, Texas, being 17.797 acres out of Lots 4, 5, 6, 11, 12 and 13, Section 10, Flour Bluff and Encinal Farm and Garden Tracts (the "Property") as shown on the attached final plat (**Exhibit 1**), and Owner desires to plat the Property designated on **Exhibit 1** as King's Point Unit 9, hereinafter referred to as "Plat"; and

WHEREAS, as a condition of the Plat, Owner is required to extend and construct both Maximus Drive and Queen Bess Drive from its existing terminus for a distance of approximately two hundred forty (240) feet in order to complete Queen Bess Drive and extend Maximus Drive to the west into the proposed development as depicted on and in accordance with the improvement requirements set forth on **Exhibit 2** (the "Roadway Extension"); and

WHEREAS, it is in the best interests of the City to have the public street infrastructure installed by Owner in conjunction with the Owner's final plat; and

WHEREAS, Chapter 212 of the Texas Local Government Code authorizes a municipality to make a contract with an owner of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

WHEREAS, this Agreement complies with Texas Local Government Code § 212.071 et seq. and the Unified Development Code, Section 8.4.1 (A).

NOW, THEREFORE, in order to provide a coordinated public street construction project, the City and Owner agree as follows:

Subject to the terms of this Agreement and the Plat attached and incorporated as **Exhibit 1**, Owner will construct the Roadway Extension for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

The parties acknowledge and confirm the Preliminary Reimbursement Cost Estimate for construction of the Roadway Extension, attached and incorporated as **Exhibit 3** (the "Cost Estimate"). Subject to the limitation below, Owner shall pay a portion of the costs of construction of the Roadway Extension. Subject to the limitation set forth below, the City shall pay the remaining portion of the costs of construction of the Roadway Extension, designated as the total amount reimbursable on the Cost Estimate attached as **Exhibit 3**.

Notwithstanding any other provision of this Agreement, the total that the City shall pay for the City's agreed share of the costs of the Roadway Extension shall not exceed **\$53,431.46**.

The City shall reimburse the Owner the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed, upon receipt of Owner's invoice for the work performed. Such reimbursement shall be made payable to:

Mostaghasi Investment Trust
Attn: Hossein Mostaghasi
8026 Bar Le Doc Drive
Corpus Christi, Texas 78414

The invoices must be paid no later than thirty (30) days from the date of the Owner's invoice. Owner shall submit all required performance bonds and proof of required insurance in accordance with applicable laws. Owner shall submit standard contract documents for review and approval. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify Owner of any defect, deficiency or other non-approved condition in the progress of the Roadway Extension.

In accordance with Section 212.073, Texas Local Government Code, Owner shall cause the construction contractor that Owner engages to construct the Roadway Extension to execute a performance bond for the construction of the Roadway Extension improvements to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code.

OWNER COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM CITY ON ACCOUNT OF INJURY OR DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR

REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF KING'S POINT UNIT 9 DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES, WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT. THIS INDEMNITY SURVIVES TERMINATION OF THIS AGREEMENT.

In compliance with City of Corpus Christi Ordinance No. 17112, Owner agrees to complete the Disclosure of Ownership Interests form **Exhibit 4 (attached and incorporated)**.

This Agreement shall be executed in triplicate, all original copies of which shall be considered one instrument. *This Agreement becomes effective and is binding upon, and inures to the benefit of the City and Owner from and after the date that all original copies have been executed by all signatories.

EXECUTED in triplicate originals *this ____ day of _____, 2012.

Signatures are found on Pages 4 and 5.

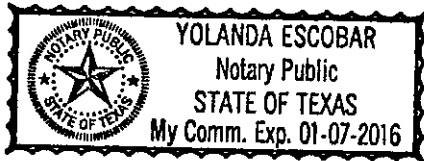
OWNER:
Mostaghasi Investment Trust



Hossein Mostaghasi, Trustee

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on May 15th, 2012, Hossein Mostaghasi, Trustee, by and behalf of said Mostaghasi Investment Trust.



Notary Public, State of Texas

CITY OF CORPUS CHRISTI ("City")

P. O. Box 9277
Corpus Christi, Texas 78469
Telephone: (361) 880-3500
Facsimile: (361) 880-3501

ATTEST:

By: _____
Armando Chapa
City Secretary

By: _____
Ronald L. Olson
City Manager

THE STATE OF TEXAS §
COUNTY OF NUECES §

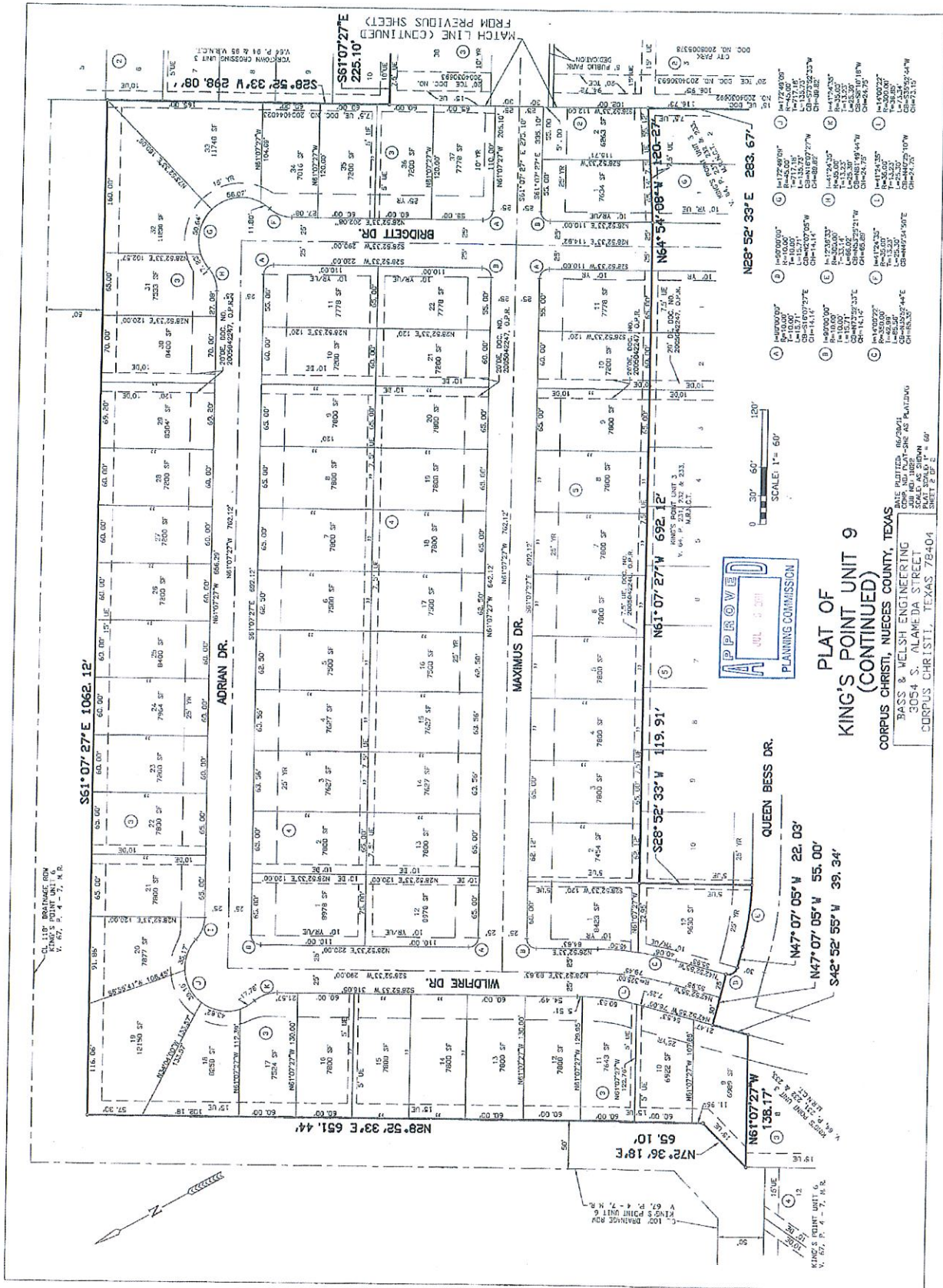
This instrument was signed by Armando Chapa, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 20__.

Notary Public, State Of Texas

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was signed by Ronald Olson, City Manager, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 20__.

Notary Public, State Of Texas

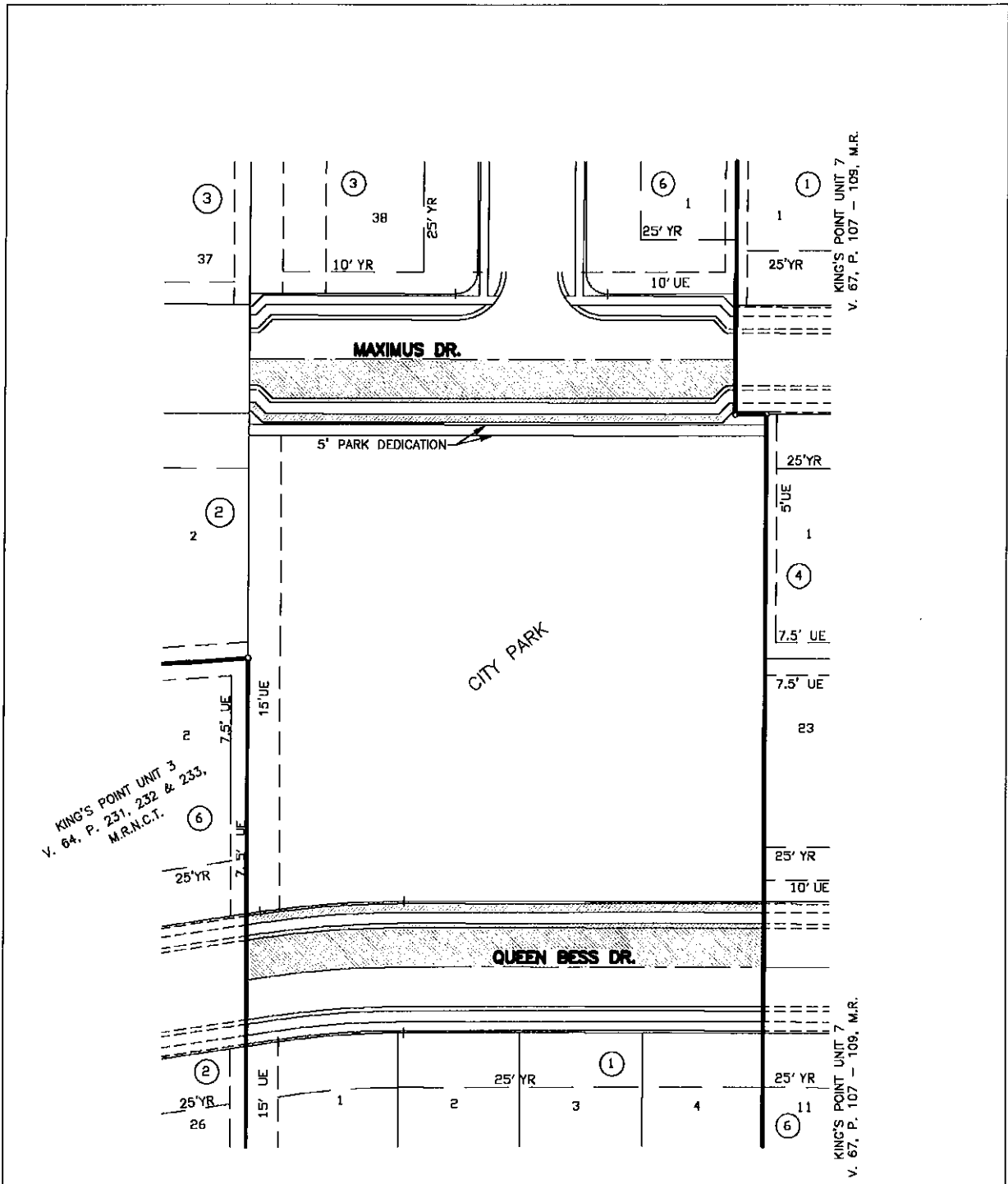


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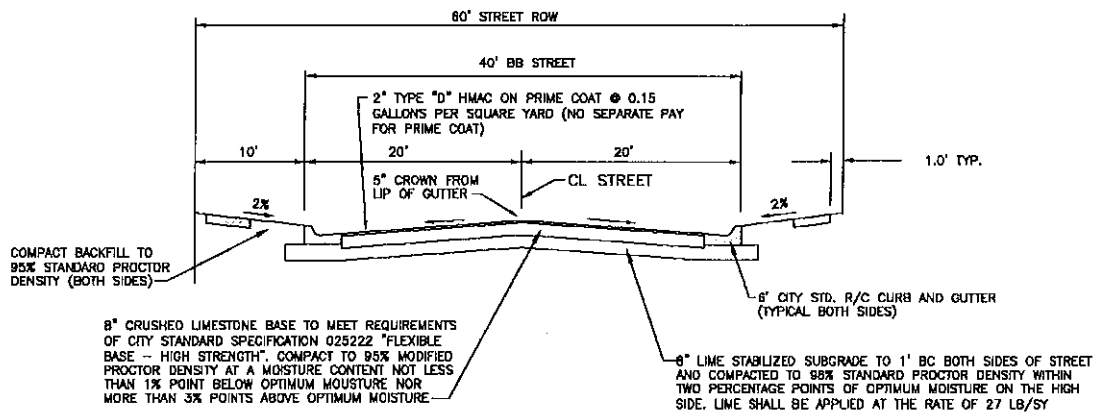
**PLAT OF
KING'S POINT UNIT 9
(CONTINUED)**

CORPUS CHRISTI, NUECES COUNTY, TEXAS
 BASS & MELSH ENGINEERING
 3054 S. ALAMEDA STREET
 CORPUS CHRISTI, TEXAS 78404
 DATE PREPARED: 06/04/09
 DRAWN AND CHECKED BY: R.M.P./D.W.G.
 SCALE: AS SHOWN
 SHEET NO. 11 OF 11



KING'S POINT UNIT 9
STREET REIMBURSEMENT AT PARK
1"=60'

BASS AND WELSH ENGINEERING
CORPUS CHRISTI, TX
SURVEY REG. NO. 100027-00, TX
ENGINEERING REG. NO. F-52, FILE:
EXB-STR REIMB1, JOB NO. 11022,
SCALE: 1" = 60'
PLOT SCALE: SAME, PLOT DATE:
04/27/12, SHEET 1 OF 2



TYPICAL STREET SECTION - 60' ROW

NTS

KING'S POINT UNIT 9
 STREET REIMBURSEMENT AT PARK
 1"=60'

BASS AND WELSH ENGINEERING
 CORPUS CHRISTI, TX
 SURVEY REG. NO. 100027-00,
 TX ENGINEERING REG. NO. F-52,
 FILE: EXB-STR REIMB2, JOB NO. 11022,
 SCALE: 1" = 80' PLOT SCALE: SAME,
 PLOT DATE: 04/27/12, SHEET 2 OF 2

KING'S POINT UNIT 9
STREET REIMBURSEMENT ITEMS AT PARK

APRIL 26, 2012
ESTIMATE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	6" CURB & GUTTER	471	LF	13.75	6,476.25
2	4" THICK R/C WALK	1884	SF	3.00	5,652.00
3	2" HMAC	923	SY	14.80	13,660.40
4	8" CRUSHED LIMESTONE BASE	923	SY	14.60	13,475.80
5	8" LIME STABILIZED SUBGRADE TO 1' BC	1080	SY	5.90	6,372.00
6	EXCAVATION	1	LS	2,500.00	<u>2,500.00</u>
				SUBTOTAL	48,136.45
				11% ENGINEERING, SURVEYING, & TESTING	<u>5,295.01</u>
				TOTAL	\$53,431.46



**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".

FIRST NAME: Mostaghasi Investment Trust

STREET: 8026 Bar le Doc Dr. CITY: CORPUS CHRISTI ZIP: 78414

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner 4. Association 5. Other _____

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)
<u>N/A</u>	<u>N/A</u>
_____	_____

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
<u>N/A</u>	<u>N/A</u>
_____	_____

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
<u>N/A</u>	<u>N/A</u>
_____	_____

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 35 or more of the ownership in the above named "firm".

Name	Consultant
<u>N/A</u>	<u>N/A</u>
_____	_____

CERTIFICATE

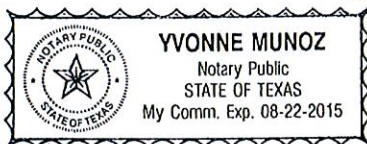
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: HAMED MOSTAGHASI
(Type or Print)

Title: TRUSTEE

Signature of Certifying Person: *[Handwritten Signature]*

Date: 4/30/12



[Handwritten Signature]