

## CONTRACT FOR SALE OF REAL PROPERTY

THE STATE OF TEXAS   §  
COUNTY OF NUECES   §                   KNOW ALL BY THESE PRESENTS

THIS REAL PROPERTY EXCHANGE AGREEMENT ("Agreement") is between City of Corpus Christi, a Texas Home-rule Municipal Corporation, of 1201 Leopard St, Corpus Christi, Nueces County, Texas (referred to in this Agreement as "City") and Lands Greenwood 2018, LLC, a Texas Limited Liability Company of 345 Bermuda Pl, Corpus Christi, TX 78411 and MPM Development LP, a Texas Limited Partnership, of 426 S. Staples, Corpus Christi, TX 78401, Nueces County, Texas (referred to collectively in this Agreement as "Buyer"), on the terms set forth in this Agreement.

### ARTICLE 1 PURCHASE AND SALE

1.01. City sells and agrees to convey, and Buyer purchases and agrees to pay for, the tract of land containing approximately 8.9 acres of land located in Nueces County, Texas, being more particularly described as follows:

LOT 4, SECTION 35, FLOUR BLUFF & ENCINAL FARM GARDEN TRACT less a reserved area (approximately 7.1 acres) consisting of the land in the FEMA base flood elevation, as shown in **Exhibit A**, attached to and incorporated in this Agreement by reference. The correct legal description will be determined from the survey provided for in this Agreement which, upon completion and approval, shall be attached to this Agreement as **Exhibit B** and incorporated into it by this reference.

This sale and purchase include all surface rights and appurtenances pertaining to the property.

The real property described above, and any rights or appurtenances are referred to in this Agreement as the "Oso Tract 4."

### ARTICLE 2 SALES PRICE

#### Amount of Sales Price

2.01. The sales price for the Oso Tract 4 will be either:

A. Cash portion of sales price payable by Buyer at Closing: \$2,085,000

OR

B. Dedication of 1,945 feet of Safety Steel Road constructed per Developer Participation Agreement, as shown in **Exhibit C** (referred to in this Agreement as "Developer Participation Agreement").

2.02. The Sales Price will be payable as follows:

A. The full amount of the \$2,085,000 of Sales Price will be payable in cash at the closing.

OR

B. Dedication of 1,945 feet of Safety Steel Road constructed per Developer Participation Agreement.

### **ARTICLE 3 BUYER'S AND CITY'S OBLIGATIONS**

#### **Conditions to Buyer's Obligations**

3.01. The Buyer's obligations under this Agreement are subject to the satisfaction of each of the following conditions.

#### **Survey**

3.02. Within 30 days from the date of this Agreement, Buyer, at City's expense, will provide a current survey of the Oso Tract 4, prepared by a licensed Texas land surveyor acceptable to City. The survey will be staked on the ground, and will show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Oso Tract 4, if any. The survey will contain the surveyor's certification that there are no encroachments on the property and will set forth the number of total acres and the number of net acres comprising the Oso Tract 4, together with a metes and bounds description. The term net acres will mean the number of acres contained in the Oso Tract 4, exclusive of any land lying within any alleys, streets or roads or the right of-way lines of public roads, streets, alleys, or railroads, or within the boundaries of utility easements or creeks, rivers, or other water courses and will be calculated to the nearest 100th of an acre.

City will have 10 days after receipt of the survey to review and approve it. In the event any portion of the survey is unacceptable to City, City must, within the 10-day period, give Buyer written notice of this fact. Buyer will promptly undertake to eliminate or modify all the unacceptable portions to the reasonable satisfaction of City. City's failure to give Buyer this written notice will be deemed to be City's acceptance of the survey.

### **ARTICLE 4 CLOSING**

The closing will be held at the office of First Title Company, 5402 Holly Rd., Bldg. B, Ste. 2202, Corpus Christi, Texas, on or before May 1, 2028, at a time and date agreed on by City and Buyer. In the event the Closing does not occur on or before May 1, 2028, this contract terminates.

At Closing City will:

- (1) Deliver to Buyer a properly executed and acknowledged Special Warranty Deed conveying marketable title in fee simple to all of the Oso Tract 4,
- (2) Deliver to Buyer a Texas Owner's Title Policy, at City's expense, issued by First Title Company, 5402 Holly Rd., Bldg. B, Ste. 2202, Corpus Christi, Texas, in Buyer's favor in the full amount of the sales price, insuring Buyer's fee simple title to the Oso Tract 4.
- (3) Deliver to Buyer possession of the Oso Tract 4.

At Closing Buyer will:

- (1) Deliver to City \$2,085,000 cash.

OR

(2) Dedicate 1,945 feet of Safety Steel Road constructed per Developer Participation Agreement.

All costs and expenses of closing in consummating the sale and purchase of the Oso Tract 4 will paid as follows:

- (a) Title Policy for Oso Tract 4 paid by City.
- (b) Each party will pay one-half of Escrow fees.
- (c) Survey for Oso Tract 4 paid by City.
- (d) Each party will pay one-half of Filing fees.
- (e) Each party will pay one-half of Attorney's fees.

#### **ARTICLE 5 BREACH BY CITY**

If City fails to fully and timely perform any of its obligations under this Agreement or fails to consummate the sale of the Oso Tract 4 for any reason, except Buyer's default, Buyer may: (1) enforce specific performance of this Agreement; (2) request that the Escrow Deposit will be returned by the title company to Buyer; or (3) bring suit for damages against City.

#### **ARTICLE 6 BREACH BY BUYER**

In the event Buyer fails to consummate the purchase of the Oso Tract 4, if City is not in default under this Agreement, City will have the right to (1) bring suit for damages against Buyer; or (2) receive the Escrow Deposit from the title company, as liquidated damages for the failure of Buyer to perform the duties imposed on it by the terms of this Agreement. If City opts to receive the Escrow Deposit, City agrees to accept this cash payment as total damages and as City's only remedy under this Agreement in the event of Buyer's default.

#### **ARTICLE 7 PURCHASE OF PROPERTY "AS IS"**

7.01 This sale is pursuant to a Request for Bids. As advertised by the request for bid, the surface estate of the property, together with any improvements thereon, shall be sold "as is, where is, with all latent and patent defects and faults." There is no warranty of any kind by the City. All warranties other than of title are excluded, including that any property is fit for a particular purpose.

7.02. Buyer acknowledges and agrees that Buyer is purchasing the property "AS-IS" "WHERE-IS" and "WITH ALL FAULTS" without any warranties, representations or guarantees, either expressed or implied, of any kind, nature or type whatsoever from or on behalf of City. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that City hereby expressly disclaims any and all implied warranties concerning the condition of the property and any portions thereof, including but not limited to environmental conditions, presence or absence of hazardous materials and implied warranties of habitability, merchantability or fitness for a particular purpose.

7.03. Buyer acknowledges and agrees that BUYER HAS NOT RELIED, AND WILL NOT RELY, upon any representations or warranties (oral or written) made by, or purportedly made on behalf of, City unless such representations and warranties are expressly set forth in this Contract.

Except as otherwise specifically provided in this Contract, Buyer agrees that no representation by or on behalf of City have been made to Buyer as to the condition of the Property, any restrictions related to the condition of the Property, any restrictions related to the development of the Property, the applicability of or compliance with any governmental requirements, including but not limited to environmental laws or the suitability of the Property for any purpose whatsoever.

7.04 It is the buyer's responsibility for inspections, zoning, environmental assessments, engineering studies, mechanical inspections, pest control, etc. Such inspections will be at the expense of the buyer. The buyer will be responsible for being familiar with the property location and zoning. FAILURE to do so will be at the buyer's risk. Property is zoned FR - Farm-Rural zoning district.

7.05. Buyer releases City from any claims it may have against the City now or in the future under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A §§ 9601 et seq. as amended; the Resource Conservation and Recovery Act, 42 U.S.C.A. §§6901 et seq. as amended; the Texas Solid Waste Disposal Act, Tex. Health & Safety Code §§ 361.001 et seq. as amended; any other analogous state or federal statute; and common law arising from the environmental conditions of the Property or the presence of hazardous substances, solid wastes, or any other pollutants or contaminants on the Property.

## **ARTICLE 8 MISCELLANEOUS**

### **Assignment of Agreement**

8.01. (a) This Agreement may not be assigned without the express written consent of Buyer and City.

### **Survival of Covenants**

(b) Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Agreement, will survive the closing.

### **Notice**

(c) Any notice required or permitted to be delivered under this Agreement will be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to either City or Buyer, as appropriate, at the address set forth opposite the signature of that party.

### **Texas Law to Apply**

(d) This Agreement will be construed in accordance with the laws of the State of Texas, and all obligations of the parties created under this Agreement are performable in Nueces County, Texas.



### **Parties Bound**

(e) This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as permitted by this Agreement.

### **Legal Construction**

(f) In case any one or more of the provisions contained in this Agreement for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

### **Prior Agreements Superseded**

(g) This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

### **Time of Essence**

(h) Time is of the essence in this Agreement.


### **Compliance**

(i) In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Buyer is advised that it should be furnished with or obtain a policy of title insurance or Buyer should have the abstract covering the Oso Tract 4 examined by an attorney of Buyer's own choosing.

Remainder of page intentionally left blank; signature page to follow.

EXECUTED AS DATED BELOW.

CITY


  
\_\_\_\_\_  
Peter Zanon, City Manager  
City of Corpus Christi  
P.O. Box 9277  
Corpus Christi, Texas 78469

4.19.22  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

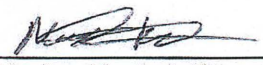
Buck Brice 4-13-22  
\_\_\_\_\_  
Assistant City Attorney  
Buck Brice

BUYER

  
\_\_\_\_\_  
Christopher P Montalvo, Director  
Lands Greenwood 2018, LLC  
345 Bermuda Pl  
Corpus Christi, Tx 78411


4-13-22  
\_\_\_\_\_  
Date

BUYER

  
\_\_\_\_\_  
Nader Karimi, Director  
Lands Greenwood 2018, LLC  
345 Bermuda Pl  
Corpus Christi, Tx 78411

4-13-22  
\_\_\_\_\_  
Date

BUYER

  
\_\_\_\_\_  
Moses Mostaghasi, General Partner  
MPM Development LP  
426 S. Staples  
Corpus Christi, Tx 78401

4-13-22  
\_\_\_\_\_  
Date







**Exhibit B – Oso Tract 4 Survey**

*To be inserted*

## **Exhibit C – Participation Agreement**

*To be inserted*

## EXHIBIT C

### PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS

STATE OF TEXAS       §  
                                      §  
COUNTY OF NUECES   §

This PARTICIPATION AGREEMENT ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, acting by and through its City Manager, or designee, and Lands Greenwood 2018, LLC, a Texas Limited Liability Company of 345 Bermuda Pl, Corpus Christi, TX 78411 and MPM Development LP, a Texas Limited Partnership, of 426 S. Staples, Corpus Christi, TX 78401, Nueces County, Texas(referred to collectively in this Contract as "Developer").

**WHEREAS**, the Developer desires to develop Royal Creek Estates Unit 7 and Royal Creek Estates Unit 8("Plats");

**WHEREAS**, the Developer will construct five Public Improvement Projects (the "Public Improvements") set forth in **Exhibits1-3**, which exhibits are attached to and incorporated in this Agreement by reference;

**WHEREAS**, it is in the best interests of the City to have the public infrastructure installed by the Developer in conjunction with the Owner's final Plats;

**WHEREAS**, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land;

**WHEREAS**, this Agreement is made pursuant to Section 212.071& 212.072 of the Texas Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code (UDC) of the City of Corpus Christi; and

**WHEREAS**, developer is also completing the public Improvements as consideration for sale of property pursuant to bid for RFB No. 3528 Sale and/or Exchange of Property on Oso Creek at Starry Circle and Contracts for Sale of Real Property.

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

#### Section 1. RECITALS.

The parties agree that the language contained in the preamble of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.

#### Section 2. DEVELOPER PARTICIPATION.

Subject to the terms of this Agreement, the Developer will construct 1,710 feet of Rodd Field from Adler to Oso Parkway valued at \$1,752,000 per **Exhibit 1**, 1,945 feet of Safety Steel

from Sir Greg to Adler valued at \$2,085,000 per **Exhibit 1**, 968 feet of Oso Parkway from King Henry to Rodd Field valued at \$1,032,000 per **Exhibit 1**, Parking Lot, 20 feet by 300 feet off new Oso Parkway Street valued at \$75,000, and perform park trail brush removal valued at \$35,000 in accordance with the plans and specifications approved in advance of construction by the City Engineer on behalf of the City. The 1,710 feet of Rodd Field from Adler to Oso Parkway is to be constructed to match the street cross section of the City's constructed section of Rodd Field from Yorktown to Adler drive. The 1,945 feet of Safety Steel from Sir Greg to Adler is to be built with 28 feet wide pavement with traffic circle as shown in **Exhibit 2**. The 968 feet of Oso Parkway from King Henry to Rodd Field to be constructed to minimum street standard of Parkway Collector per UDC 8.2. The location of the Parking Lot, 20 feet by 300 feet, off of new Oso Parkway and the park trail brush removal to be agreed to by the City and Developer at a future date. The parties acknowledge and confirm the total cost estimate for construction of the Public Improvements, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). The Developer shall pay 100% of the costs of construction of the Public Improvements.

Prior to the start of construction of the Public Improvements, Developer shall acquire the required additional public right of way easements, if any, necessary for the completion of the Public Improvements.

### Section 3. CITY PARTICIPATION.

The City shall not pay any of the costs of construction of the Public Improvements. The City may accept Public Improvements as consideration for sale of property pursuant to bid for RFB No. 3528 Sale and/or Exchange of Property on Oso Creek at Starry Circle and Contracts for Sale of Real Property.

### Section 4. CONSTRUCTION CONTRACT DOCUMENTS.

Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Public Improvements.

### Section 5. INSPECTIONS.

Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Public Improvements or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Public Improvements.

### Section 6. WARRANTY.

The Developer shall fully warranty the workmanship and construction of the Public Improvements for a period of two years from and after the date of acceptance of the improvements by the Executive Director of Public Works.

### Section 7. INDEMNIFICATION.

**DEVELOPER 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 INDEMNITEES 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 CONSTRUCTION OF THE PUBLIC IMPROVEMENTS DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE 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.

Section 8. DEFAULT.

The following events shall constitute default:

1. Developer fails to submit plans and specifications for the Public Improvements to the Executive Director of Public Works in advance of construction.
2. Developer does not reasonably pursue construction of the Public Improvements under the approved plans and specifications.
3. Developer fails to complete construction of the Public Improvements, under the approved plans and specifications, on or before the expiration of 60 calendar months measured from the date this document is executed by the City.
4. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 9. NOTICE AND CURE.



1. 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 sufficient detail, the nature of the default and the requirements to cure such default.
2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.
3. 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.
4. Should the Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section N, of the need to perform the obligation or duty and, should the 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 the Developer.
5. 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:
  - a. Terminate this Agreement after the required notice and opportunity to cure the default;
  - b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
  - c. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the 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.
6. 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 in equity for such default.

#### Section 10. FORCE MAJEURE.

1. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; insurrections; riots; epidemics; 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.
2. 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 claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within 10 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 affected 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.

#### Section 11. NOTICES.

1. 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:

If to the City:

City of Corpus Christi  
Attn: Director, Development Services  
2406 Leopard Street / 78401  
P.O. Box 9277/78469-9277  
Corpus Christi, Texas

If to the Developer:

MPM Development LP  
Attn: Moses Mostaghasi  
426 S. Staples  
Corpus Christi, Tx 78401

with a copy to:

City of Corpus Christi  
Attn: Asst. City Manager,  
Business Support Services  
1201 Leopard Street / 78401  
P. O. Box 9277 / 78469-9277  
Corpus Christi, Texas

Lands Greenwood 2018, LLC  
Attn: Christopher P Montalvo  
210 Bayside Dr  
CORPUS CHRISTI, TX 78411

2. Notice must be made 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.

3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

#### Section 12. PROJECT CONTRACTS.

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

#### Section 13. DISCLOSURE OF INTEREST.

In compliance with Corpus Christi Code Sec 3-249, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 4.**

#### Section 14. CERTIFICATE OF INTERESTED PARTIES.

Developer agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- (1) persons with a "controlling interest" in the entity, which includes:
  - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
  - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

#### Section 15. CONFLICT OF INTEREST.

Developer agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

#### Section 16. SEVERABILITY.

The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

#### Section 17. COOPERATION.

The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

#### Section 18. ENTIRE AGREEMENT.

Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all

prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 19. AMENDMENTS.

Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 20. APPLICABLE LAW; VENUE.

This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 21. AUTHORITY.

Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

Section 22. INDEPENDENT CONTRACTOR.

Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 23. NON-APPROPRIATION.

The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Section 24. RIGHT OF REVIEW AND AUDIT.

Representatives of the City shall have the right to perform, or cause to be performed, (1) audits of the books and records of the Developer relating to the Project, and (2) and inspections of all places where work is undertaken in connection with the Project. The Developer shall be required to keep such books and records available for such purpose for at least three (3) years after the ceasing of its performance under this Participation Contract. Nothing in this provision shall affect the time for bringing a cause of neither action nor the applicable statute of limitations.

Section 25. TERM.

This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. This Agreement expires on May 1, 2028, unless terminated earlier in accordance with the provisions of this Agreement.



EXECUTED AS DATED BELOW.

CITY OF CORPUS CHRISTI


  
\_\_\_\_\_  
Peter Zanoni, City Manager  
City Manager

4.10.22  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Buck Brice 4-13-22  
\_\_\_\_\_  
Assistant City Attorney  
Buck Brice

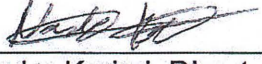
DEVELOPER: MPM Development, LP & Lands Greenwood 2018, LLC

  
\_\_\_\_\_  
Moses Mostaghassi, General Partner  
MPM Development LP  
426 S. Staples  
Corpus Christi, Tx 78401

4-13-22  
\_\_\_\_\_  
Date

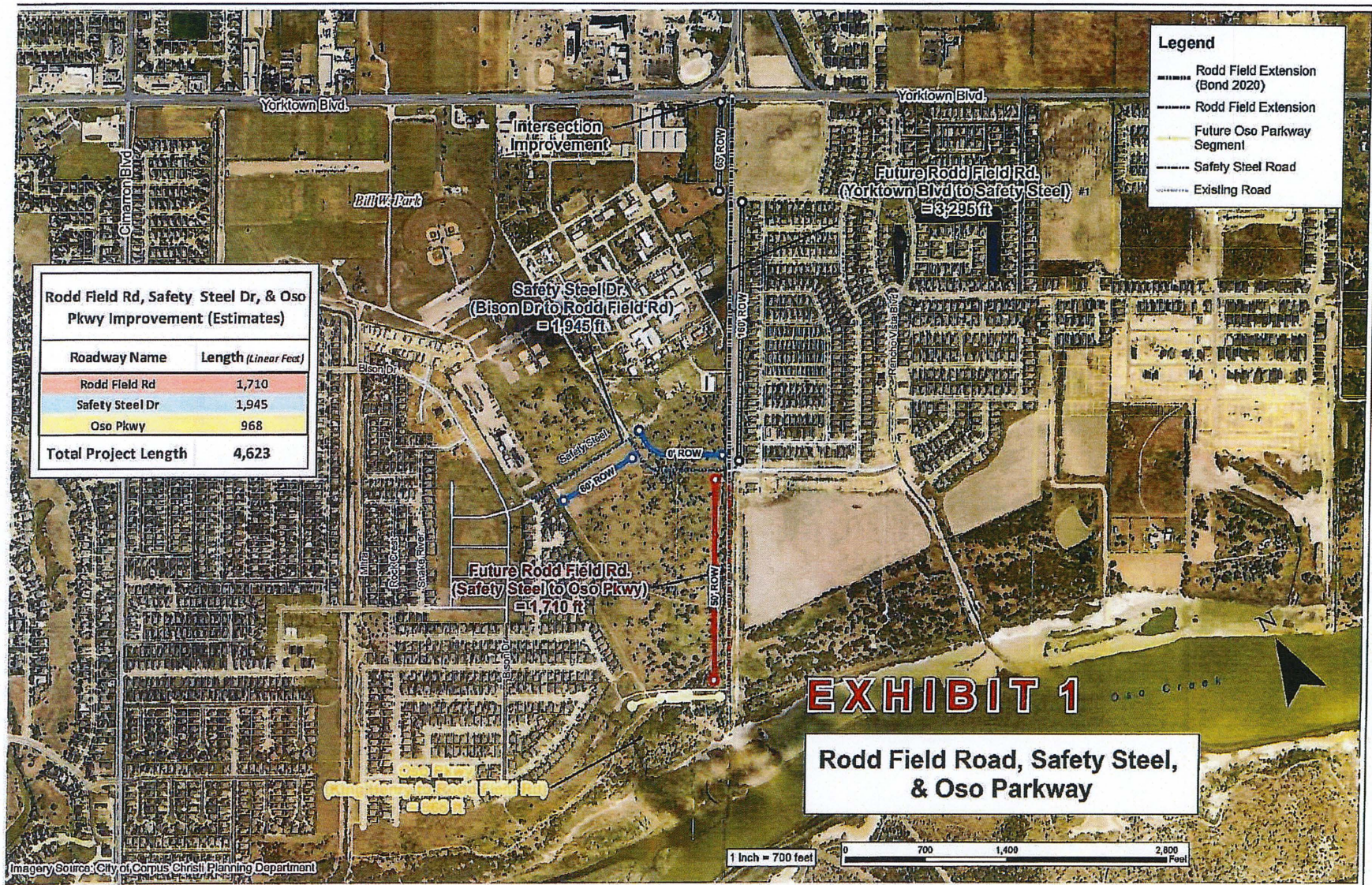
  
\_\_\_\_\_  
Christopher P Montalvo, Director  
Lands Greenwood 2018, LLC  
345 Bermuda Pl  
Corpus Christi, Tx 78411

4-13-22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nader Karimi, Director  
Lands Greenwood 2018, LLC  
345 Bermuda Pl  
Corpus Christi, Tx 78411

4-13-22  
\_\_\_\_\_  
Date







# Exhibit 2





## **EXHIBIT 3**

### **RFB No. 3528 Sale and/or Exchange of Property on Oso Creek at Starry Circle**

- Construction of three streets
  - o 1,710 feet of Rodd Field from Adler to Oso Parkway valued at \$1,752,000
  - o 1,945 feet of Safety Steel from Sir Greg to Adler valued at \$2,085,000
  - o 968 feet of Oso Parkway from King Henry to Rodd Field valued at \$1,032,000
- Parking lot off new Oso Parkway Street (30 feet by 200 feet) valued at \$75,000
- Park cleanup/trails valued at \$35,000





## EXHIBIT 4 -A

### CITY OF CORPUS CHRISTI

### DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, 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 next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: MEM Development LP  
STREET ADDRESS: 426 S Staples P.O. BOX: 331308, 78463  
CITY: Corpus Christi STATE: TX ZIP: 78401

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

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>NA</u>	<u>NA</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>NA</u>	<u>NA</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>NA</u>	<u>NA</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 3% or more of the ownership in the above named "firm."

Name	Consultant
<u>NA</u>	<u>NA</u>
_____	_____
_____	_____
_____	_____




## FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

## CERTIFICATION

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: Moses Mostaghani Title: General Partner  
Signature of  Date: 4-13-22  
Certifying Person: \_\_\_\_\_

## DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit." An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "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.
- e. "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.
- f. "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.
- g. "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.



## EXHIBIT 4 - B

### CITY OF CORPUS CHRISTI

### DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, 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 next page for Filing Requirements, Certification and Definitions.

**COMPANY NAME:** Lands Greenwood 2018, LLC

**STREET ADDRESS:** 345 Bermuda II **P.O. BOX:** \_\_\_\_\_

**CITY:** Corpus Christi **STATE:** TX **ZIP:** 78401

**FIRM IS:**

1. Corporation	<input type="checkbox"/>	2. Partnership	<input type="checkbox"/>	3. Sole Owner	<input type="checkbox"/>
4. Association	<input type="checkbox"/>	5. Other	<input checked="" type="checkbox"/>	<u>LLC</u>	

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>NA</u>	<u>NA</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>NA</u>	<u>NA</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>NA</u>	<u>NA</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 3% or more of the ownership in the above named "firm."

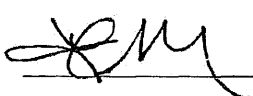
Name	Consultant
<u>NA</u>	<u>NA</u>
_____	_____
_____	_____
_____	_____

## FILING REQUIREMENTS

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## CERTIFICATION

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: Chris Montalvo Title: Director  
Signature of Certifying Person:  Date: 4-13-21

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- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "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.
- e. "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.
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- g. "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.