

**WASTEWATER COLLECTION LINE EXTENSION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Wastewater Collection Line Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Embree Asset Group, Inc., ("Developer/Owner"), a Texas Corporation.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on August 28, 2013 to develop a tract of land, to wit: approximately 8.13 acres known as Lot 8, Block 2, Suntide Industrial Tracts, located at the south side of Interstate 37; east of Suntide Road and west of Hunter Road, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement.

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the wastewater collection line extension ("Wastewater Extension");

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Wastewater Extension;

WHEREAS, it is to the best interest of the City that the Wastewater Extension be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E.2 of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Collection Line Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Collection Line Trust Fund for installing the Wastewater Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Wastewater Extension in compliance with the City's UDC and under the plans and specifications approved by the City's Development Services Engineer.
2. **PLANS AND SPECIFICATIONS.**
 - a. Developer/Owner shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the Wastewater Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following basic design:

1. Install 353 linear feet of 8-inch PVC pipe;
2. Install two (2) FG 4' diameter Manholes;
3. Install 353 linear feet trench safety;
4. Necessary testing

b. The Wastewater Extension must begin at the new proposed wastewater manhole and existing 8-inch wastewater collection line at the northwest corner of Suntide Industrial Tracts, Block 2, Lot 5 and extending east along the north property line of Suntide Industrial Tracts, Block 2, Lot 5, 353 linear feet to the second proposed wastewater manhole at the northeast corner of said same property.

c. The plans and specifications must comply with the City's Wastewater Standards Detail Sheets and Standard Specifications.

d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

3. **SITE IMPROVEMENTS.** Prior to the start of construction of the Wastewater Extension, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Wastewater Extension. If any of the property needed for the Easements is owned by a third party and the Developer/Owner 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/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC for the area of the Wastewater Extension.

5. **DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS.** Developer/Owner shall award a contract and complete the Wastewater Extension, under the approved plans and specifications, by **November 26, 2014.**

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 and 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/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.

b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.

- c. Developer/Owner fails to award a contract for the construction of the Wastewater Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Wastewater Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Wastewater Extension, under the approved plans and specifications, on or before **November 26, 2014**.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or 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 sufficient 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 the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer/Owner 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/Owner by reducing the reimbursement amount due to the Developer/Owner.
- e. In the event of an uncured default by the Developer/Owner, 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; and/or
 - 3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner 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/Owner has all its remedies at law or in 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; 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.

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 claiming force majeure 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 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.

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/Owner:

Embree Asset Group, Inc.,
Attn: Phillip H. Annis
4747 Williams Drive
Georgetown, Texas 78633

2. If to the City:

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

with a copy to:

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

b. 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.

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

12. **THIRD PARTY BENEFICIARY.** Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Wastewater Extension, contracts for testing services, and contracts with the contractor for the construction of the Wastewater Extension must provide that the City is a third party beneficiary of each contract.

13. **PERFORMANCE AND PAYMENT BONDS.** Developer/Owner shall, before beginning the work that is the subject of this Agreement, execute 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 bonds must comply with Texas Government Code, Chapter 2253.

14. **WARRANTY.** Developer/Owner shall fully warranty the workmanship of and function of the Wastewater Extension and the construction of the Wastewater Extension for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services and Development Services Engineer.

15. **REIMBURSEMENT.**

a. Subject to the conditions for reimbursement from the Wastewater Collection Line Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Wastewater Extension up to an amount not to exceed **\$11,519.40** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

b. The City agrees to reimburse the Developer/Owner 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/Owner 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/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner 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 the uncured default occurred.

16. **INDEMNIFICATION.** **DEVELOPER/OWNER SHALL FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ALL SUITS, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES, LIABILITY, DAMAGES AND JUDGMENTS RECOVERED FROM OR ASSERTED AGAINST CITY FOR ANY AND ALL PROPERTY DAMAGE OR INJURIES**

SUSTAINED BY ANY PERSON, INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION, PERSONAL INJURY OR DEATH, ARISING FROM OR INCIDENT TO, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION OF THE WASTEWATER EXTENSION.

17. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: approximately 8.13 acres known as Lot 8, Block 2, Suntide Industrial Tract, a subdivision in Corpus Christi, 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/Owner's successors or assigns.

18. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

19. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as Exhibit 5.

20. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

21. AUTHORITY. The person signing this Agreement on behalf of each 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 _____ day of _____, 2013.


ATTEST:

CITY OF CORPUS CHRISTI

Armando Chapa
City Secretary

Wes Pierson
Assistant City Manager, designee
of the City Manager

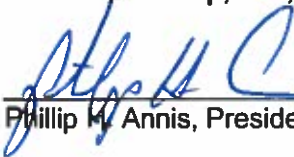
APPROVED AS TO FORM: Oct 17, 2013



Marcie Downing
Assistant City Attorney
for the City Attorney

OWNER:

Embree Asset Group, Inc.,

By: 
Phillip H. Annis, President

STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on October 14, 2013, by Phillip H. Annis, President, Embree Asset Group, Inc., a Texas Corporation, on behalf of said company.




Notary Public's Signature

APPLICATION FOR WASTE WATER REIMBURSEMENT

We, Embree Asset Group, Inc., a Texas Corporation, 4747, Williams Drive, Georgetown, Texas 78633, owners and developers of proposed LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACTS, hereby request reimbursement of \$11,519.40 for the installation of the waste water collection line in conjunction with said lot, as provided for by City Ordinance No. 17396. \$24,291.63 is the construction cost, including 11% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

By: *[Signature]*
Philip Annis

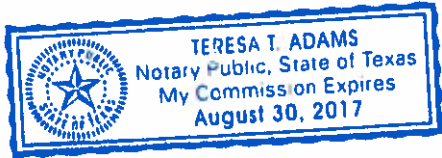
Title: PRESIDENT

Date: 9-20-13

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on September 20, 2013, by Philip H. Annis (Name), President (Title), of Embree Asset Group, Inc., a Texas Corporation, on behalf of the said corporation.



[Signature]
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

(Date)

APPLICATION FOR WASTE WATER CREDIT

We, Embree Asset Group, Inc., a Texas Corporation, 4747, Williams Drive, Georgetown, Texas 78633, owners and developers of proposed LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACTS, hereby apply for \$12,772.23 credit towards the waste water acreage fee for the collection line Extension in conjunction with said subdivision as provided for by City Ordinance No. 17396. \$24,291.63 is the construction cost, including 11% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

By: *Philip Annis*
Philip Annis

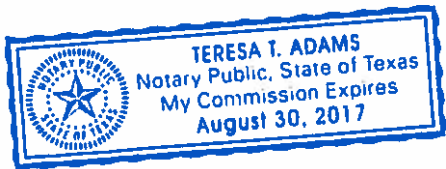
Title: PRESIDENT

Date: 9-20-13

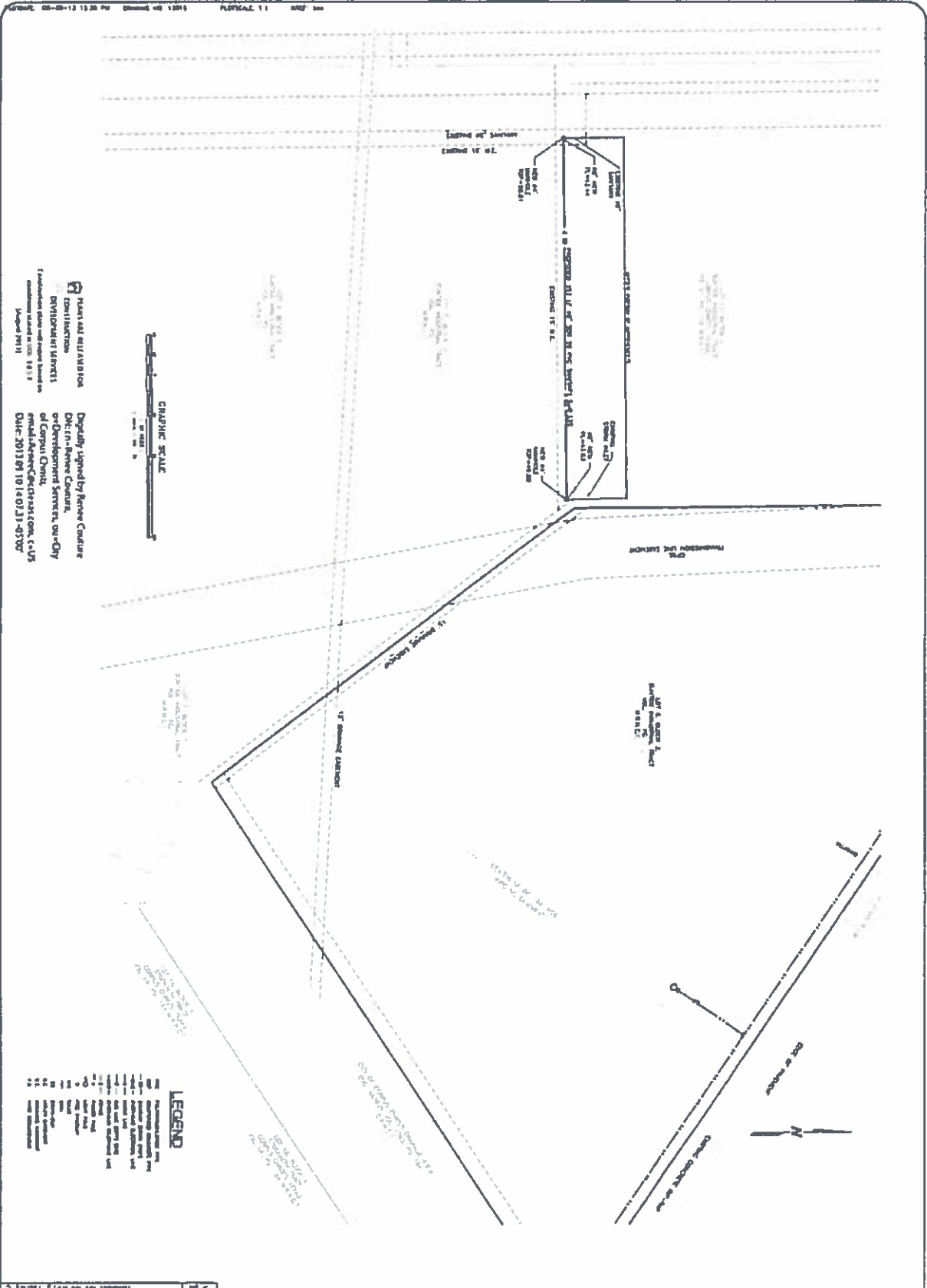
THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on September 20, 2013, by Philip H. Annis (Name), President (Title), of Embree Asset Group, Inc., a Texas Corporation, on behalf of the said corporation.



Teresa T. Adams
Notary Public in and for the State of Texas



MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER OF THE CITY OF CORPUS CHRISTI, TEXAS, PRIOR TO CONSTRUCTION.
 THIS PLAN IS THE PROPERTY OF BASS & WELSH ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BASS & WELSH ENGINEERING, INC.

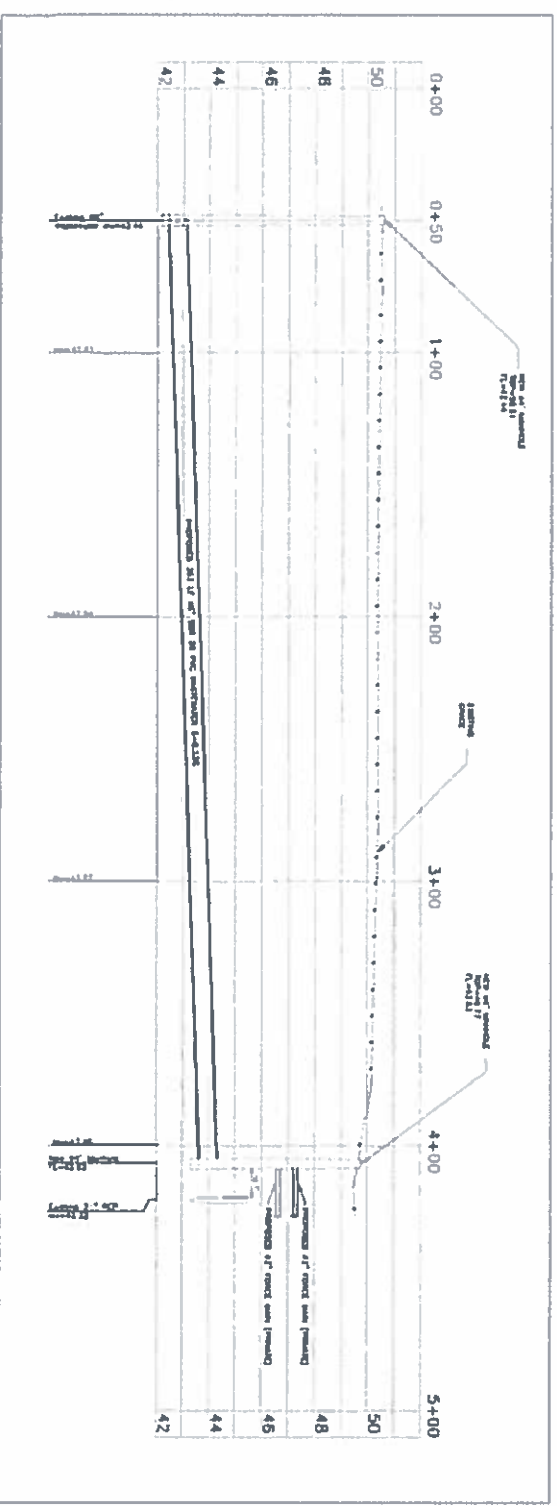
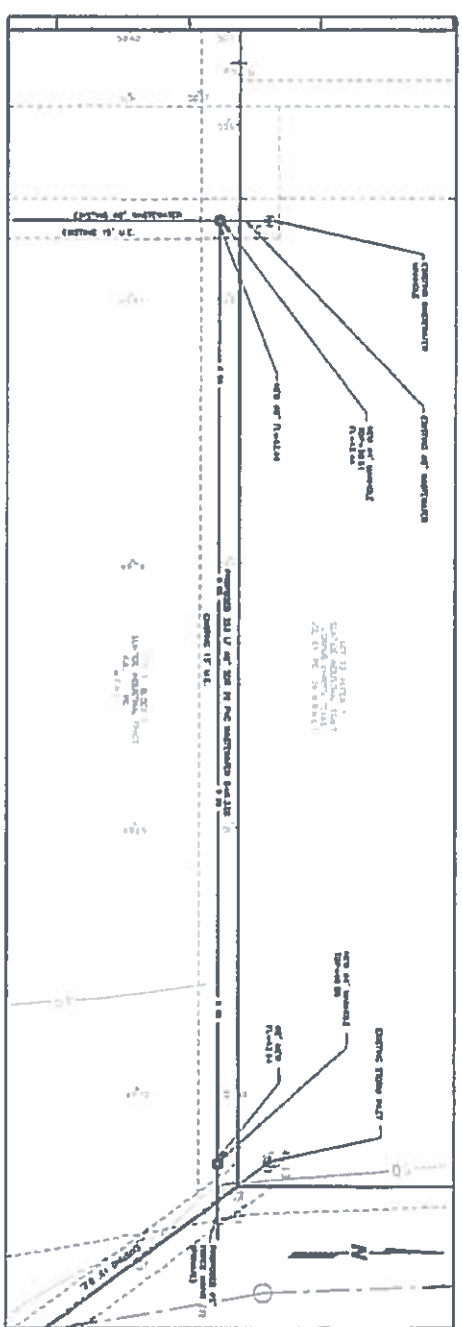
Digitally signed by Renee Cantelero
 DN: cn=Renee Cantelero,
 o=Development Services, ou=City
 of Corpus Christi,
 email=ReneeCantelero@corpuschristi.tx.us
 Date: 2013.09.10 14:03:31 -0500

LEGEND

---	Proposed Wastewater Line
---	Proposed Sewer Line
---	Proposed Storm Sewer Line
---	Proposed Gas Line
---	Proposed Water Line
---	Proposed Electric Line
---	Proposed Telephone Line
---	Proposed Cable Line
---	Proposed Fiber Optic Line
---	Proposed Other Utility Line
---	Proposed Easement
---	Proposed Right-of-Way
---	Proposed Setback
---	Proposed Other Boundary

2 OF 10 SHEETS	WASTEWATER LINE CONSTRUCTION LOT B, BLOCK 2, SUNTIDE INDUSTRIAL TRACT EMBRÉE ASSET GROUP CORPUS CHRISTI, TEXAS	BASS & WELSH ENGINEERING CONSULTING ENGINEERS AND ARCHITECTS 2000 SOUTH ALAMOSA STREET, SUITE 200 CORPUS CHRISTI, TEXAS 78411 PHONE: (361) 885-1900 FAX: (361) 885-1906 WWW: WWW.BASSANDWELSH.COM
-------------------	---	--

Exhibit 3



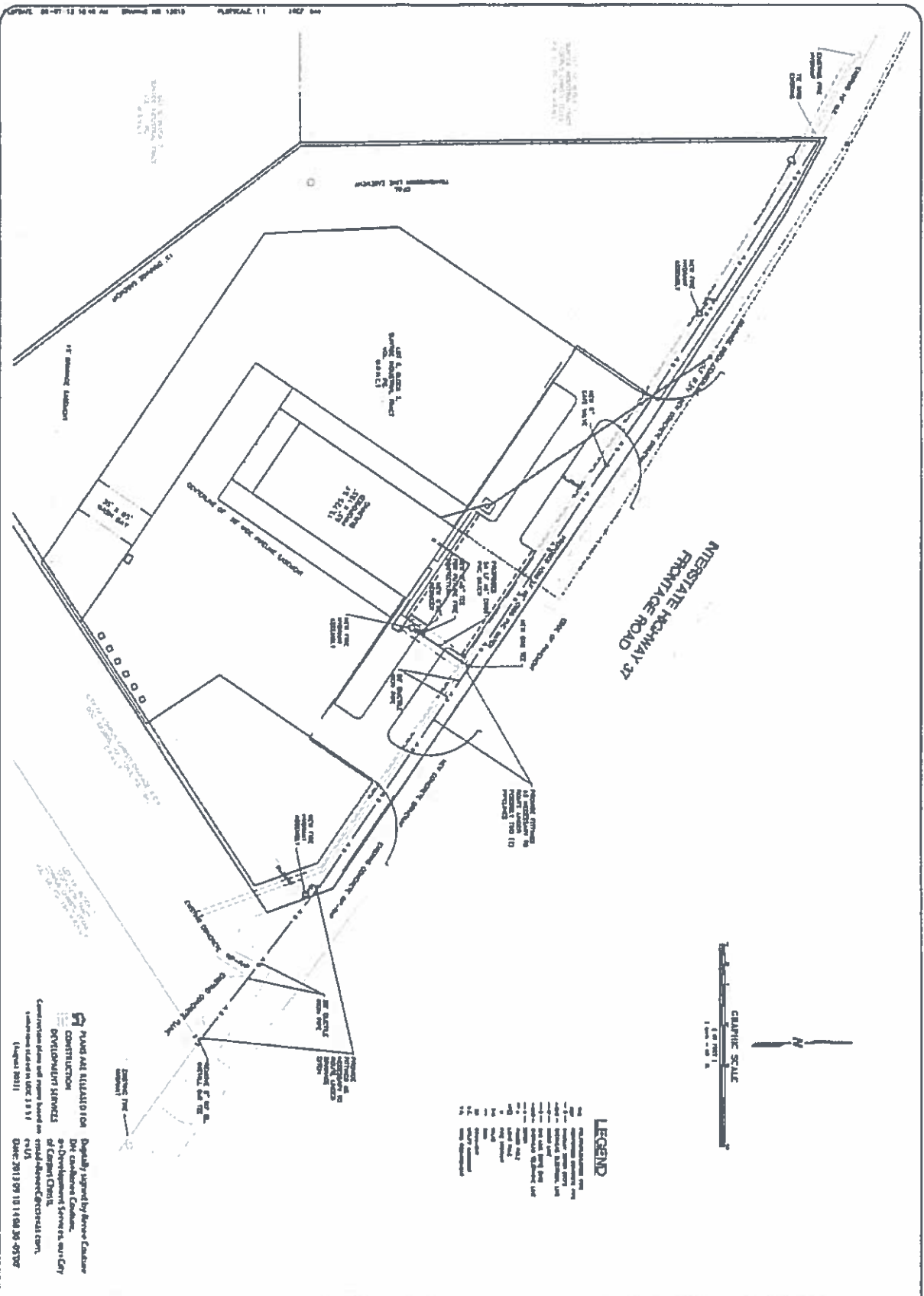
LEGEND

10" - 12" D.I.T. (10' DIA.)
 15" D.I.T. (15' DIA.)
 24" U of 800 R.P.C. MAINLINE
 30" U of 800 R.P.C. MAINLINE
 36" U of 800 R.P.C. MAINLINE
 42" U of 800 R.P.C. MAINLINE
 48" U of 800 R.P.C. MAINLINE
 54" U of 800 R.P.C. MAINLINE
 60" U of 800 R.P.C. MAINLINE
 66" U of 800 R.P.C. MAINLINE
 72" U of 800 R.P.C. MAINLINE
 78" U of 800 R.P.C. MAINLINE
 84" U of 800 R.P.C. MAINLINE
 90" U of 800 R.P.C. MAINLINE
 96" U of 800 R.P.C. MAINLINE
 102" U of 800 R.P.C. MAINLINE
 108" U of 800 R.P.C. MAINLINE
 114" U of 800 R.P.C. MAINLINE
 120" U of 800 R.P.C. MAINLINE
 126" U of 800 R.P.C. MAINLINE
 132" U of 800 R.P.C. MAINLINE
 138" U of 800 R.P.C. MAINLINE
 144" U of 800 R.P.C. MAINLINE
 150" U of 800 R.P.C. MAINLINE
 156" U of 800 R.P.C. MAINLINE
 162" U of 800 R.P.C. MAINLINE
 168" U of 800 R.P.C. MAINLINE
 174" U of 800 R.P.C. MAINLINE
 180" U of 800 R.P.C. MAINLINE
 186" U of 800 R.P.C. MAINLINE
 192" U of 800 R.P.C. MAINLINE
 198" U of 800 R.P.C. MAINLINE
 204" U of 800 R.P.C. MAINLINE
 210" U of 800 R.P.C. MAINLINE
 216" U of 800 R.P.C. MAINLINE
 222" U of 800 R.P.C. MAINLINE
 228" U of 800 R.P.C. MAINLINE
 234" U of 800 R.P.C. MAINLINE
 240" U of 800 R.P.C. MAINLINE
 246" U of 800 R.P.C. MAINLINE
 252" U of 800 R.P.C. MAINLINE
 258" U of 800 R.P.C. MAINLINE
 264" U of 800 R.P.C. MAINLINE
 270" U of 800 R.P.C. MAINLINE
 276" U of 800 R.P.C. MAINLINE
 282" U of 800 R.P.C. MAINLINE
 288" U of 800 R.P.C. MAINLINE
 294" U of 800 R.P.C. MAINLINE
 300" U of 800 R.P.C. MAINLINE

PREPARED BY: J. S. MURPHY
CHECKED BY: J. S. MURPHY
APPROVED BY: J. S. MURPHY

DATE: 2011-09-10 11:08:51 -05'00'

SHEET NO. 3 OF 10 SHEETS	WASTEWATER PLAN & PROFILE LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT EMBREE ASSET GROUP CORPUS CHRISTI, TEXAS	BASS & WELSH ENGINEERING CONSULTING ENGINEERS AND SURVEYORS 3800 S.W. 48th STREET 79409 P.O. BOX 5207 78403-5207 TELEPHONE (512) 242-4400 FACSIMILE (512) 593-1200 CORPUS CHRISTI, TEXAS	
	DATE: 06-09-10 10:21 PM DRAWING NO: 12010 PROJECT NO:		

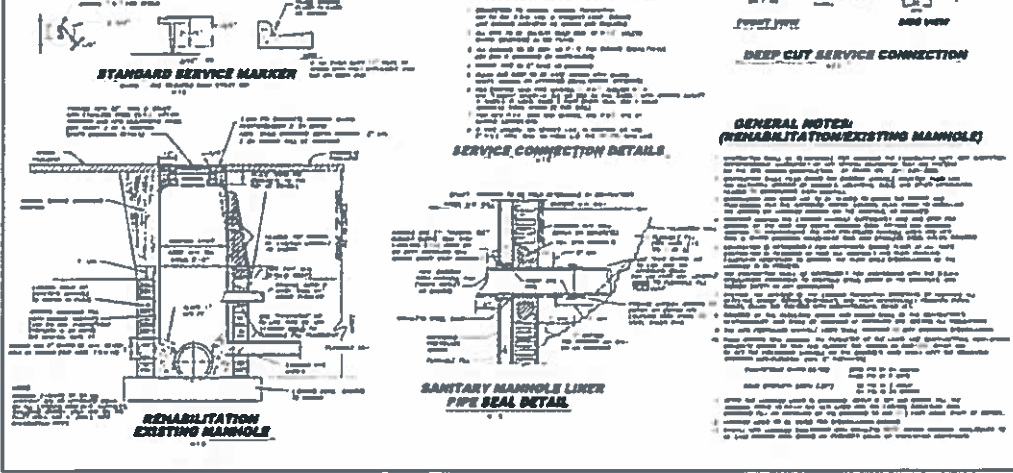
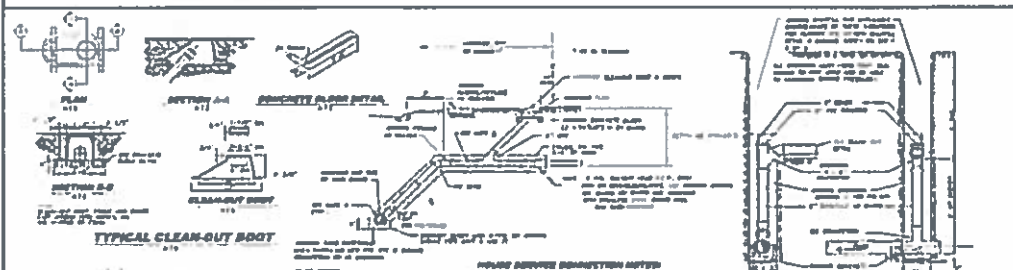
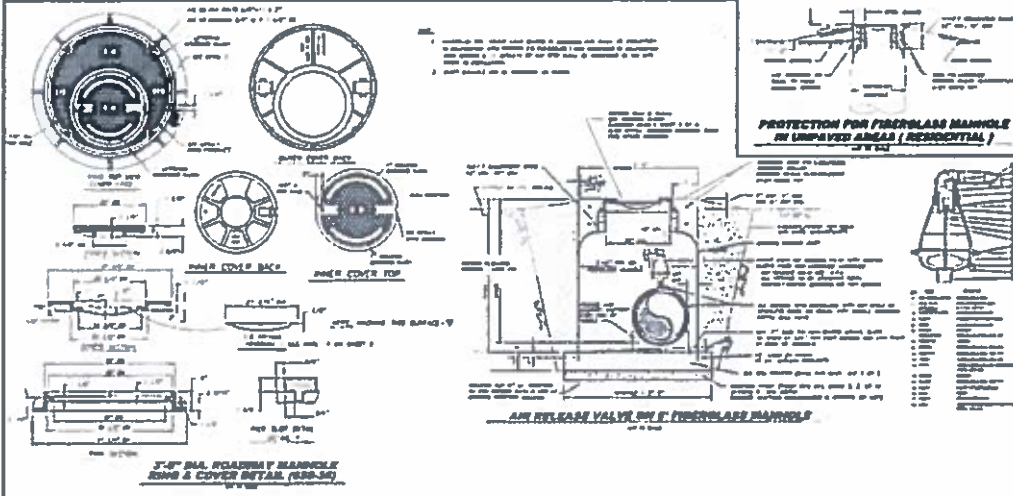
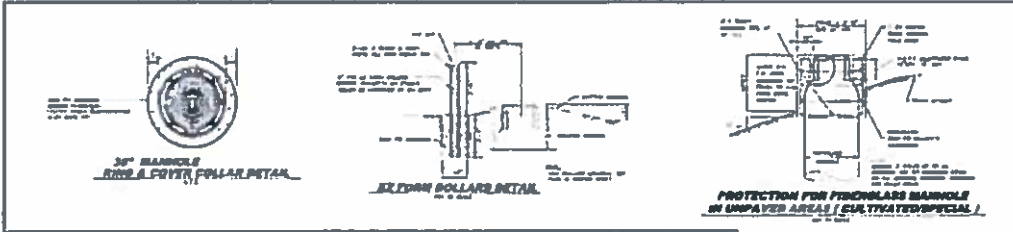


WATER LINE CONSTRUCTION
LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT
EMBRÉE ASSET GROUP
CORPUS CHRISTI, TEXAS

BASS & WELSH ENGINEERING
CONSULTING ENGINEERS AND ARCHITECTS
2000 WEST LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77027
P.O. BOX 6807 76268-1307
TELEPHONE: (281) 682-8811
FACSIMILE: (281) 682-1200
9000 BAYVIEW DRIVE, SUITE 100
CORPUS CHRISTI, TEXAS 78411
CORPUS CHRISTI, TEXAS



SHEET NO. **4**
OF 10 SHEETS





 CITY OF CORPUS CHRISTI
 TEXAS DEPARTMENT OF TRANSPORTATION
 SANITARY SEWER
 STANDARD DETAILS



 CITY OF CORPUS CHRISTI
 TEXAS DEPARTMENT OF TRANSPORTATION
 SANITARY SEWER
 STANDARD DETAILS



 CITY OF CORPUS CHRISTI
 TEXAS DEPARTMENT OF TRANSPORTATION
 SANITARY SEWER
 STANDARD DETAILS

SHEET 0001 OF 03
 08/07/13

SHEET NO. **6**
 DATE: 10 MAY 2015
 SCALE: 1"=6'
 JOB NO: 12015
 DRAWN BY: JH
 CHECKED BY: JH
 DESIGNED BY: JH
 CADD FILE: 12015-0001.dwg
 TELL: 01-10-0

CITY WASTEWATER DETAILS
LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT
EMBREE ASSET GROUP
CORPUS CHRISTI, TEXAS

BASS & WELSH ENGINEERING
 CONSULTING ENGINEERS AND SURVEYORS
 1504 SOUTH ALAMOSA STREET SUITE 104
 P.O. BOX 6387 78466-6387
 TEL: (361) 885-1200
 FAX: (361) 885-1203
 LICENSED PROFESSIONAL ENGINEERS
 LICENSE NO. 12015-0001

Exhibit 3

Page 6 of 10

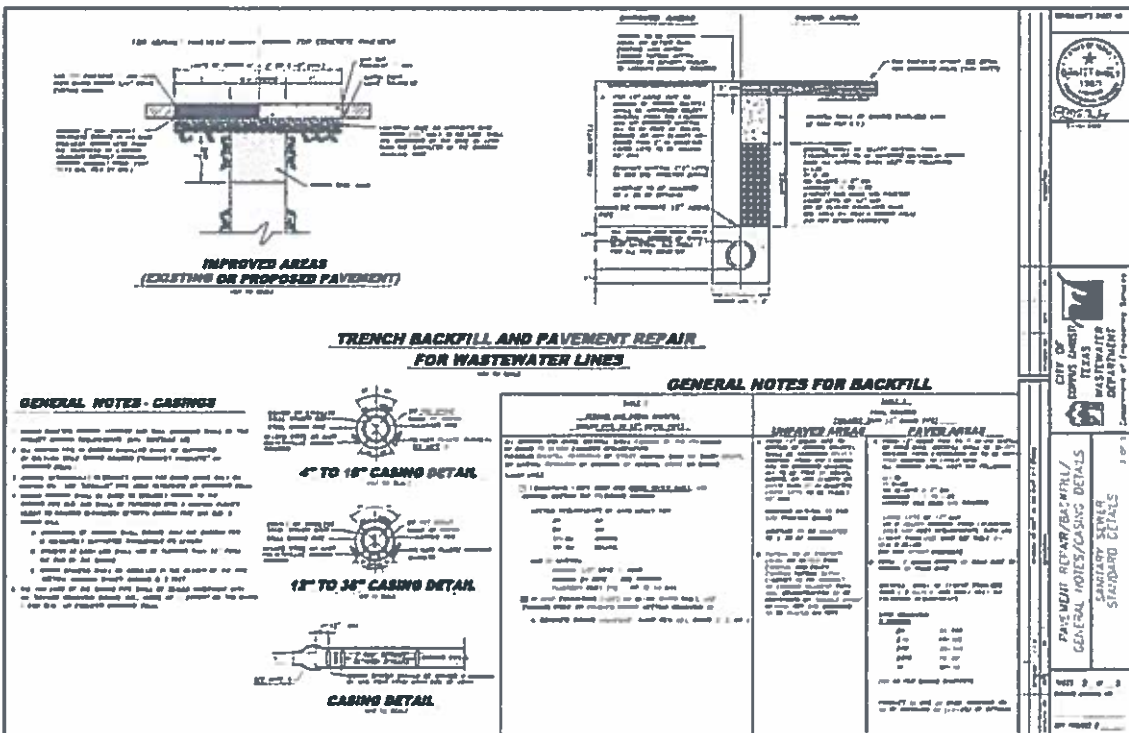


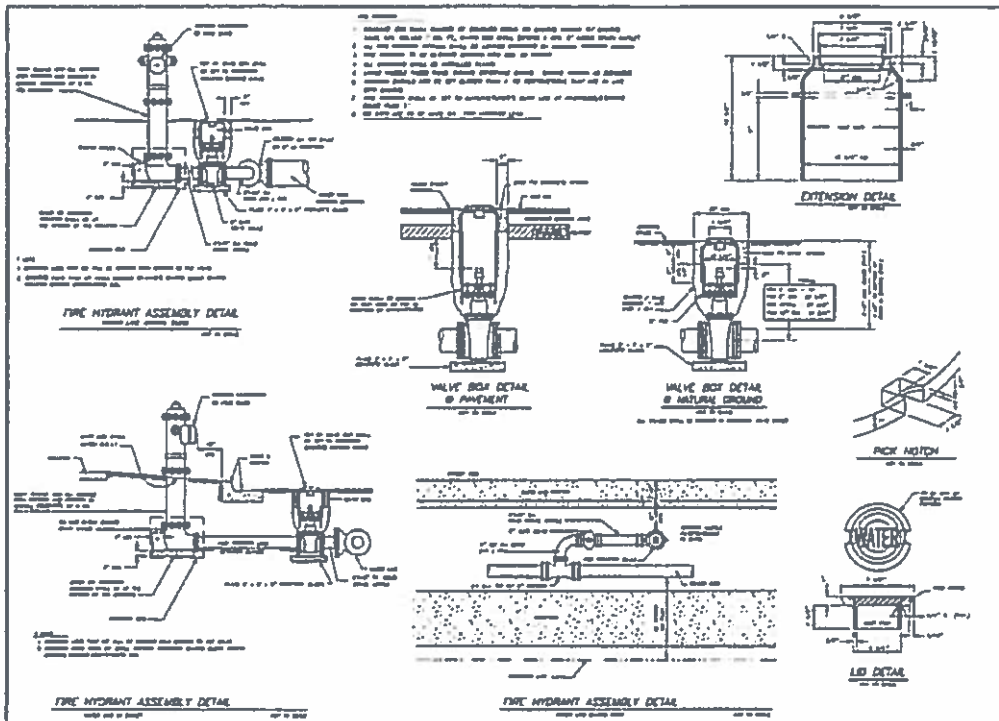
Exhibit 3

Page 7 of 10

DATE: 10-07-2013
 SCALE: 1"=1'-0"
 SHEET NO. 7
 OF 10 SHEETS

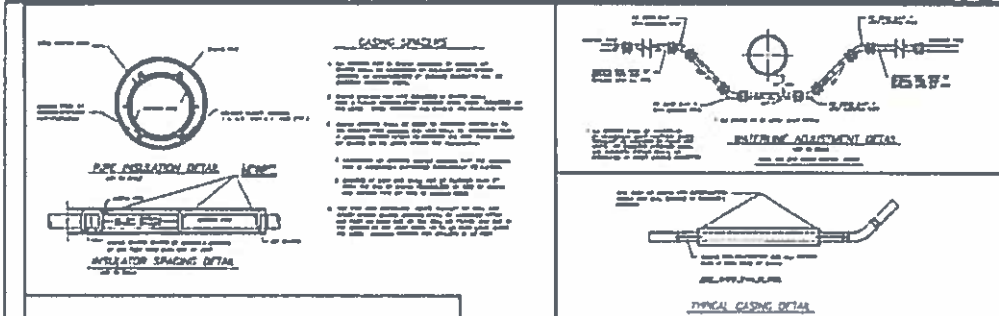
CITY WASTEWATER DETAILS
LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT
EMBREE ASSET GROUP
CORPUS CHRISTI, TEXAS

BASS & WELSH ENGINEERING
 CONSULTING ENGINEERS AND ARCHITECTS
 2004 SOUTH GARDNER STREET 79064
 P.O. BOX 5307 79404-5307
 TELEPHONE: (361) 683-1221
 FACSIMILE: (361) 683-1263
 LICENSED PROFESSIONAL ENGINEER NO. 63
 LICENSED PROFESSIONAL ARCHITECT NO. 10027-02
 CORPUS CHRISTI, TEXAS



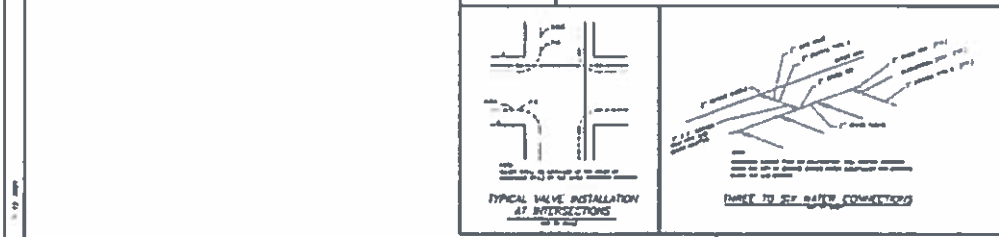
STANDARD WATER DETAILS
 FIRE HYDRANT, VALVE BOX AND LID

CITY OF CORPUS CHRISTI
 WATER DEPARTMENT



STANDARD WATER DETAILS
 WATERLINE ADJUSTMENT

CITY OF CORPUS CHRISTI
 WATER DEPARTMENT

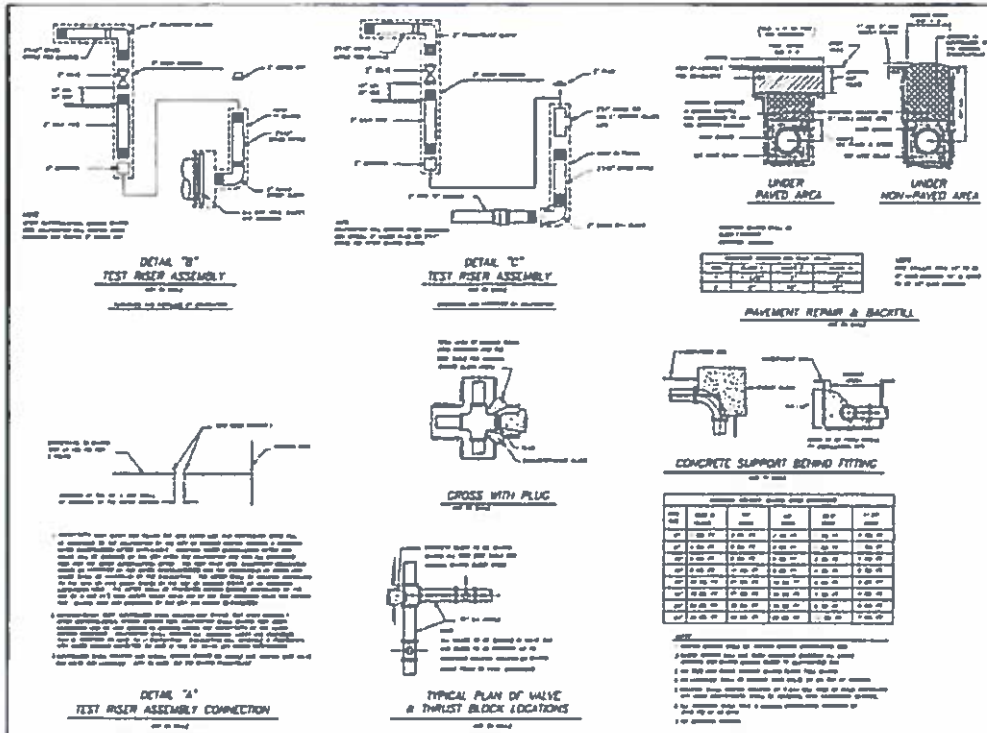


STANDARD WATER DETAILS
 VALVE INSTALLATION AT INTERSECTIONS

CITY OF CORPUS CHRISTI
 WATER DEPARTMENT

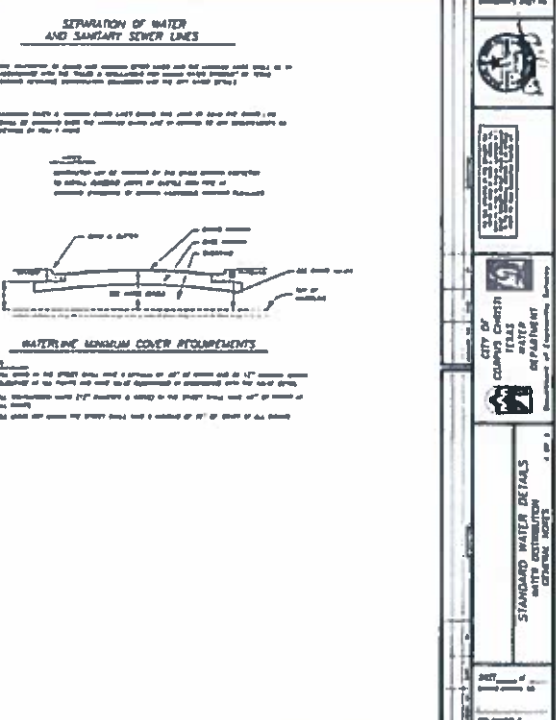
Exhibit 3

Page 8 of 10



WATER DISTRIBUTION SYSTEM GENERAL NOTES

1. All materials shall conform to the specifications of the City of Corpus Christi, Texas, and shall be of the highest quality available.
2. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
3. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
4. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
5. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
6. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
7. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
8. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
9. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
10. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
11. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
12. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
13. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
14. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
15. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
16. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
17. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
18. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
19. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
20. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
21. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
22. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.
23. All materials shall be tested and approved by the City of Corpus Christi, Texas, before use.
24. All work shall be done in accordance with the City of Corpus Christi, Texas, specifications and standards.



CITY OF CORPUS CHRISTI
STANDARD WATER DETAILS
LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT
EMBREE ASSET GROUP
CORPUS CHRISTI, TEXAS

CITY OF CORPUS CHRISTI
STANDARD WATER DETAILS
LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT
EMBREE ASSET GROUP
CORPUS CHRISTI, TEXAS

CITY OF CORPUS CHRISTI
STANDARD WATER DETAILS
LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT
EMBREE ASSET GROUP
CORPUS CHRISTI, TEXAS

6 OF 10 SHEETS

DATE: 10 JUL 2011
SCALE: 1"=10'
DRAWN BY: JAC
CHECKED BY: JAC
DESIGNED BY: JAC
PROJECT FILE: 10000000000000000000

CITY WATER DETAILS
LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT
EMBREE ASSET GROUP
CORPUS CHRISTI, TEXAS

BASS & WELSH ENGINEERING
CONSULTING ENGINEERS AND SURVEYORS
3004 SOUTH ALAMOGOSA STREET 79064
P.O. BOX 5487 79405-0587
CORPUS CHRISTI, TEXAS 78411-0587
PHONE: (361) 862-1200
FACSIMILE: (361) 862-1205
ENGINEERING PROFESSIONAL REG. NO. 1-122
SURVEYING PROFESSIONAL REG. NO. 000257-02
CORPUS CHRISTI, TEXAS

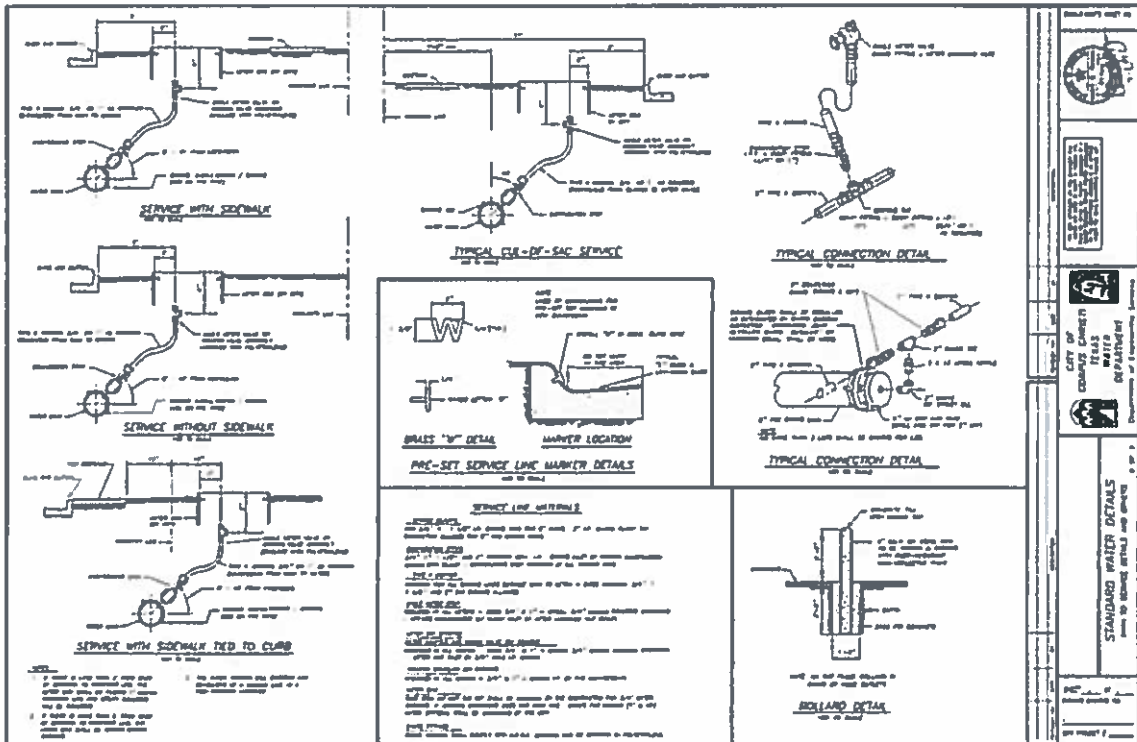


Exhibit 3

Page 10 of 10

OF 10 SHEETS

10

DATE: 09-07-12
 SCALE: 1"=10'
 JOB NO.: 12016
 SHEET NO. 10 OF 10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 TITLE: STANDARD WATER DETAILS

CITY WATER DETAILS
LOT 8, BLOCK 2, SUNTIDE INDUSTRIAL TRACT
EMBREE ASSET GROUP
CORPUS CHRISTI, TEXAS

BASS & WELSH ENGINEERING
 ENGINEERS, ARCHITECTS AND SURVEYORS
 1004 SOUTH BAYVIEW STREET THIRD
 F.A. BOX 1397 78466-0397
 TELEPHONE: (361) 962-1631
 FACSIMILE: (361) 962-1295
 ENGINEERING FIRM REGISTRATION NO. P-62
 SURVEYING FIRM REGISTRATION NO. 10887-01
 C O R P U S C H R I S T I T E X A S

**BASS WELSH ENGINEERING
REIMBURSEMENT REQUEST
WATER WASTEWATER
LOT 8, BLOCK 2,
SUNTIDE INDUSTRIAL TRACTS**

OFFSITE WASTEWATER SEWER		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	8" PVC GRAVITY PIPE	353	LF	\$37.00	\$13,061.00
2.	FG MANHOLE 4' DIAMETER	2	EA	\$3,800.00	\$7,600.00
3.	TRENCH SAFETY	353	LF	\$2.25	\$794.25
4.	TESTING	1	LS	\$429.11	\$429.11

TOTAL OFFSITE WASTEWATER \$21,884.36

WATER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	ONSITE				
2.	8" C900 PVC PIPE	967	LF	\$30.00	\$29,010.00
3.	8" 1/8 BEND	4	EA	\$250.00	\$1,000.00
4.	8" X 8" D.I. TEE	1	EA	\$375.00	\$375.00
5.	8" X 6" D.I. TEE	2	EA	\$375.00	\$750.00
6.	6" GATE VALVE W/BOX	3	EA	\$1,000.00	\$3,000.00
7.	8" GATE VALVE W/BOX	1	EA	\$1,200.00	\$1,200.00
8.	6" D.I. 1/4 BEND	2	EA	\$350.00	\$700.00
9.	6" SWIVEL NIPPLE	3	EA	\$350.00	\$1,050.00
10.	8" D.I.P.	20	LF	\$50.00	\$1,000.00
11.	FIRE HYDRANT	3	EA	\$3,100.00	\$9,300.00
12.	8" X 6" REDUCER	1	EA	\$300.00	\$300.00
13.	TRENCH SAFETY	50	LF	\$2.25	\$112.50
14.	TESTING	1	LS	\$955.95	\$955.95

TOTAL ONSITE \$48,753.45

OFFSITE		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	8" C900 PVC PIPE	155	LF	\$30.00	\$4,650.00
2.	8" D.I.P.	45	LF	\$50.00	\$2,250.00
3.	8" 1/8 BEND	3	EA	\$400.00	\$1,200.00
4.	CONCRETE DITCH LINER REPAIR	100.00	SF	\$6.00	\$600.00
5.	TESTING	1	LS	\$174.00	\$174.00

TOTAL OFFSITE \$8,874.00

TOTAL WATER \$57,627.45

TOTAL IMPROVEMENTS \$79,511.81

ENGINEERING & SURVEYING (11%) \$8,746.30

TOTAL \$88,258.10

110% of TOTAL COST \$97,083.91

**BASS WELSH ENGINEERING
REIMBURSEMENT REQUEST
WASTEWATER IMPTS.
LOT 8, BLOCK 2,
SUNTIDE INDUSTRIAL TRACTS**

OFFSITE WASTEWATER SEWER		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	8" PVC GRAVITY PIPE	353	LF	\$37.00	\$13,061.00
2.	FG MANHOLE 4' DIAMETER	2	EA	\$3,800.00	\$7,600.00
3.	TRENCH SAFETY	353	LF	\$2.25	\$794.25
4.	TESTING	1	LS	\$429.11	\$429.11

SUBTOTAL \$21,884.36

SURVEYING & ENGINEERING 11% \$2,407.28

SUBTOTAL \$24,291.63

Less Fee Value of Property* \$12,772.23

TOTAL \$11,519.40

*Fee Value=\$12,772.23 (from City)

MAX. REIMBURSEMENT WHEN AC. FEE DOES NOT EXCEED 50% OF COST \$12,145.82

MAXIMUM AMOUNT REIMBURSEABLE

ITEM

50% x FEE VALUE OF PROP x AVERAGE PIPE DIAM. \$51,088.92



City of Corpus Christi, Texas
 Department of Development Services
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 (361) 826-3240
 Located at: 2406 Leopard Street
 (Corner of Leopard St. and Port Ave.)

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".

NAME: EMBREE ASSET GROUP, INC (A TEXAS CORPORATION)
 STREET: 4747 WILLIAMS DR CITY: GEORGETOWN ZIP: 78633
 FIRM is: Corporation Partnership Sole Owner Association Other TRUST

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>	
_____	_____
_____	_____

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>	
_____	_____
_____	_____

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>	
_____	_____
_____	_____

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>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: Philip Annis, Embree Asset Group, Inc Title: President
 (Print)

Signature of Certifying Person: [Signature] Date: 10/14/13

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 holding 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.