

CHAPTER 380 INCENTIVE AGREEMENT

This Agreement ("Agreement") is made and entered into as of, April 4, 2018 (the "Effective Date"), by and between the City of Corpus Christi, Texas, a home-rule municipal corporation ("City"), and Nueces County Courthouse Development Partners, L.L.C., Texas limited liability company ("Developer").

RECITALS

WHEREAS, the Developer is in the process of purchasing the Old County Courthouse property, located on the 1100 block of N Mesquite Street, at the intersection of N Mesquite Street and Belden Street, in Corpus Christi, Texas (the "Old County Courthouse"), from Nueces County; and

WHEREAS, the Developer intends to rehabilitate and redevelop the Old County Courthouse (the "Project") and must obtain the property free of all liens in order to secure additional financing for the Project; and

WHEREAS, the City holds mowing and demolition liens on the Old County Courthouse in the amount of \$11,908.58; and

WHEREAS, the City has established a program in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City of Corpus Christi and, as such, meets the requirements under Chapter 380 and the City's established economic development program, and, further, is in the best interests of the City and Developer; and

WHEREAS, the City recognizes the positive economic impact that the redevelopment of the Old County Courthouse will have on the City;

NOW, THEREFORE:

AGREEMENT

For and in consideration of the foregoing recitals and of the mutual promises, obligations, covenants and benefits herein contained, City and the Developer contract and agree as follows:

1.01. Developer's Required Minimum Investment.

(a) Within 24 months of the Effective Date of this Agreement, Developer agrees to make the Required Minimum Investment of at least \$11,908.58.46 on the Project. The Developer shall notify the City when it has met the Required Minimum Investment and shall provide documentation of its expenditures.

(b) If the Developer fails to make the Required Minimum Investment on the Project, then, within 30 days after the last day of the 24th month following the Effective Date, the

Developer shall pay the City an amount equal to the difference of \$11,908.58 and the amount of the investment made by the Developer during the 24-month period.

1.02. City Commitment. Effective at the time of the Developer's closing on the purchase of the Old County Courthouse from Nueces County, the City shall release all liens on the Old County Courthouse.

1.03. Term and Termination. This Agreement shall have a term beginning on the Effective Date hereof and continuing until terminated as provided in this Section 1.03. This Agreement shall terminate on the earlier of (i) the date on which the City acknowledges, in a written notice to the Developer, that the Developer has met the Required Minimum Investment; or (ii) the date on which the City acknowledges, in a written notice to Developer, its receipt of the Developer's payment under Section 1.01 for failure to meet the Required Minimum Investment. This Agreement shall automatically terminate if the Developer does not acquire the Old County Courthouse within 60 days following the Effective Date

1.04. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and it is also the intention of the parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

1.05. Notice. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be given to the other Party at the following address:

If to the Developer: Nueces County Courthouse Development Partners, L.L.C.
650 California Street, Floor 7
San Francisco, California 94704
ATTN: Stephen L. Goodman

If to the City: City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78469
ATTN: City Manager

With Copy to: City of Corpus Christi
P. O. Box 9277
Corpus Christi, Texas 78469
ATTN: City Attorney

Any such notice or communication shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either Party may change the above address by sending written notice of such change to the other Party in the manner provided above. With the consent of the receiving Party, notice may be given by facsimile transmission or electronic mail.

1.06. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, excluding conflicts of laws, as such laws are now in effect. Venue for any action arising under this Agreement shall lie in Nueces County, Texas.

1.07. Entire Agreement. This written Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

1.08. Certificate of Interested Parties. Developer agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

1.09. Assignment and Waiver. No assignment of this Agreement by Developer, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

1.10. Undocumented Workers. Developer does not and agrees that it will not knowingly employ an undocumented worker. If, after the City releases the liens under this Agreement, Developer is convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall, within 30 days, make payment to the City in the amount of \$11,908.58. This obligation shall survive termination of this Agreement.


EXECUTED IN DUPLICATE ORIGINALS this 4 day of April, 2018, by the authorized representative of the parties.

City of Corpus Christi

Margie C. Rose
City Manager

Date: _____

**Nueces County Courthouse Development Partners,
L.L.C.**


By: Stephen Goodman
Title: Managing Member

Attest:

Rebecca Huerta
City Secretary

Approved as to Legal Form on ____ of _____, 20____.

Assistant City Attorney, for City Attorney