

DEFERMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This deferment agreement ("Deferment Agreement") is entered into between the City of Corpus Christi, a Texas home-rule municipality ("City"), and Calallen Retail Partners, L.P. a Texas limited partnership ("Developer"), to defer the completion of certain public improvements prior to recording the final plat of Nueces River Irrigation Park, Block 2, Lots 21 – 28 ("Plat"). The owners of the affected real property subject to the Plat and benefitted by this Deferment Agreement, to wit: Lois Lowman, Connie Diane Brown Polk Laing, Herman Bruce Lowman, NRIP, LLC, and Cloudcroft Land Ventures, Inc., seek to have the Developer, acting as agent on the owners' behalf, enter into this Deferment Agreement with the City to defer construction of the required real property public improvements.

WHEREAS, the Developer is obligated under Section 8.1.11, of the Unified Development Code ("UDC") to construct seventy-five percent (75%) of the required public improvements before the final Plat is endorsed by the City Engineer for recordation;

WHEREAS, the Developer is seeking to delay, for a period of two (2) years, the completion of construction of the required wastewater public improvements ("Deferred Improvements") and have the Plat filed immediately with the County Clerk of Nueces County, Texas, by entering into this Deferment Agreement with the City;

WHEREAS, on September 12, 2012, the Planning Commission recommended execution by the City of this Deferment Agreement with the Developer, subject to the City Council affirmatively finding that there exists probable cause to delay the completion of public improvements in accordance with 8.1.10.B of the UDC;

WHEREAS, the Developer will, prior to recording the Plat, deposit with the City an irrevocable letter of credit in the amount of Two Hundred Twenty Eight Thousand Eight Hundred and No 00/100 Dollars (\$228,800.00), which represents 110% of the estimated cost of constructing the deferred public improvements; and

WHEREAS, the Developer has completed all other subdivision requirements, park dedications, park deferment agreements, maintenance agreements, and special covenants required by Section 8.1.10.B. of the UDC, and water and sewer service are available to serve the affected real property that is the subject of the Plat.

NOW, THEREFORE, for the consideration set forth in this instrument and subject to full compliance with the conditions stated in this Deferment Agreement by both parties, the City and Developer agree as follows:

1. The City shall waive the requirement that construction of the Deferred Improvements be at least 75% completed before the final Plat, as shown in **Exhibit "1,"** is endorsed by the City Engineer and filed for record with the County Clerk of Nueces County, Texas, and further agrees to allow the Developer to delay construction of the Deferred Improvements, as shown in **Exhibit "2,"** for two (2) years from the date of final execution of this Deferment Agreement. Exhibit "1" and Exhibit "2" are attached to this Deferment Agreement and incorporated into this document by reference.
2. The Developer agrees to deposit Two Hundred Twenty Eight Thousand Eight Hundred and No 00/100 Dollars (\$228,800.00) in the form of an irrevocable letter of credit, naming the City as beneficiary. The irrevocable letter of credit must be issued by a bank with offices in Corpus Christi, Texas, for 110% of the cost of the Deferred Improvements as estimated by Developer's engineer and accepted by the City's Assistant City Manager of Development Services, as such costs are shown in **Exhibit "3,"** which exhibit is attached to this Deferment Agreement and incorporated into this document by reference. The irrevocable letter of credit must be posted by the Developer prior to the recording of the Plat with the County Clerk and, if the required letter of credit is not made by that time, this Deferment Agreement shall be null and void.
3. The form of the irrevocable letter of credit must be approved by the City's Director of Financial Services, be valid for a period of six (6) months or more, and require, as sole documentation for payment, a statement in writing from the Director of Development Services setting forth (i) the circumstances of default giving rise to the draft or (ii) the failure to furnish proof of renewal not less than thirty (30) days prior to the expiration of the then current letter of credit [see paragraph 4 below regarding renewal], and accompanied by a properly drawn draft not to exceed the face value of the letter of credit.
4. The Developer must ensure that the letter of credit is kept valid at all times. The letter of credit must be renewed by the Developer before expiration and proof of such renewal must be received by the City at least thirty (30) days prior to the expiration of the then current letter of credit. If no renewal is received, or cash in lieu thereof, the City may, after ten (10) days prior written notice to the Developer, call (redeem) the letter of credit for failure to timely renew. If the letter of credit is called for failure to timely renew, the funds will be held in an account as if cash had been posted for this Deferment Agreement in lieu of the letter of credit. The City shall not be liable for interest on any letter of credit so called.
5. Detailed construction drawings must be provided by the Developer and approved by the City's Departments of Development Services and Engineering prior to the start of construction of the Deferred Improvements by the Developer.
6. The Developer shall construct the Deferred Improvements in accordance with the City's engineering standards in effect at the time of construction and in accordance with the construction drawings approved by the City departments pursuant to paragraph 5 above.

7. Upon (i) completion of the Deferred Improvements by Developer within two (2) years from the execution date of this Deferment Agreement (or such later time as may be mutually agreed upon in writing by both parties, subject to adequate financial security and in no event extending beyond the maximum five-year completion time specified in the UDC); (ii) acceptance of the Deferred Improvements by the City Engineer; and (iii) compliance by the Developer with all remaining terms of the Deferment Agreement, the City Engineer shall:
 - a. Immediately release Developer by mailing a release letter to:

Calallen Retail Partners, L.P.
Attn: Steve Durhman
100 E. Anderson Lane, Suite 200
Austin, Texas 78752
 - b. Return to the Developer within sixty (60) days of the completion of the construction of the Deferred Improvements and settlement of all construction costs, or within sixty (60) days of acceptance of the Deferred Improvements by the City, whichever is later, any balance remaining of all monies received by the City from the letter of credit or other financial security posted pursuant to this Deferment Agreement.
8. The City and Developer agree that, if the Developer formally vacates the Plat, with the approval of the Planning Commission, prior to the deadline for completion of the construction of the Deferred Improvements, any money received by the City from the Developer remaining on deposit will be released and immediately returned to the Developer.
9. If the Developer defaults in any of its covenants or obligations under this Deferment Agreement [excluding failure to timely renew the letter of credit, for which default conditions are addressed separately], the City Engineer will send written notice to the Developer and Project Engineer, advising Developer of the default and giving Developer thirty (30) days (or such longer period of time as may be reasonably necessary under the circumstances) from date of receipt of the notice letter to cure the default. If the Developer fails to cure the default after receipt of notice and opportunity to cure, the City shall call (redeem) the letter of credit and the City Engineer will transfer any monies received to the appropriate fund of the City to complete the Deferred Improvements.
10. As accordance with the UDC, the City may require an increase in the financial security required under this Deferment Agreement on an annual basis if the Developer's engineer or the City reasonably determines that the financial security does not provide for 110% coverage of the estimated construction costs. Furthermore, the City may accelerate payment or performance or require additional financial security when the City deems itself insecure as to the prospect of payment or performance on a demonstrated, reasonable basis. In the event the Developer fails to deposit any increased security required, after

notice to the Developer and opportunity to cure, the City may deem this Deferment Agreement in default.

11. The City reserves the right not to issue Certificates of Occupancy for all or any portion of the affected real property that is the subject of the Plat until the Deferred Improvements are constructed, installed, completed, and accepted by the City Engineer in accordance with the provisions of this Deferment Agreement.
12. The Developer covenants to construct the Deferred Improvements required by this Deferment Agreement, and this covenant shall be a covenant running with the land. The City Engineer, at Developer's expense, shall file this Deferment Agreement in the official deed records of Nueces County, Texas.
13. No party may assign this Deferment Agreement or any rights under this Deferment Agreement without the prior written approval of the other party; provided, however, Developer may assign this Deferment Agreement to (i) an entity controlled by Calallen Retail Partners, L.P. or (ii) HEB Grocery Company, L.P., without the prior written approval of the City so long as the assignee is held to comply with all conditions of this Deferment Agreement by a separate legally binding agreement and posts sufficient financial security, such financial security being subject to advance approval of the City.
14. Unless otherwise stated herein, any notice required or permitted to be given under this Deferment Agreement shall be in writing and sent by certified mail, return receipt requested. Any party may, by notice to the other in accordance with the provisions of this paragraph, specify a different address or addressee for notice purposes. For purposes of notice, the Developer's address is stated in paragraph 7, and the City's address is as follows:

City of Corpus Christi
Attn: Director, Development Services Department
2406 Leopard Street
Corpus Christi, Texas 78406
15. This Deferment Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created pursuant to this Deferment Agreement are performable in Nueces County, Texas. Venue for all actions arising from or related to this Deferment Agreement must be brought in Nueces County, Texas.
16. The Developer shall, in compliance with the City of Corpus Christi Ordinance No. 17112, complete, as part of this Deferment Agreement, the "Disclosure of Interests" form attached to this document as **Exhibit "4."** A completed version of Exhibit "4" by the Developer forms a part of this Deferment Agreement, the content of the completed form being incorporated by reference into this Deferment Agreement as if set out here in its entirety.

17. The parties agree that the language and provisions represented in the preamble (beginning) portions of this document are incorporated by reference into this Deferment Agreement as substantive content upon which the parties may rely.
18. All signatories signing this Deferment Agreement warrant and guarantee that they have the authority to act on behalf of the person(s) or entity(ies) represented and make this Deferment Agreement binding and enforceable by their signature.
19. This Deferment Agreement is to be executed in triplicate, each of which constitutes an original document. This Deferment Agreement becomes effective and is binding upon and inures to the benefit of the City and Developer, on behalf of the affected real property owners, from and after the date that all original documents have been executed by the signatories.

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

DEVELOPER:

Calallen Retail Partners, L.P., a Texas limited partnership

By: Calallen GP, LLC, its general partner



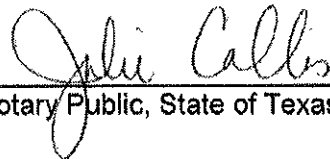
Steve Durhman
Manager

STATE OF TEXAS

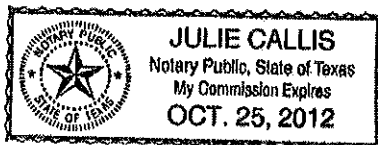
§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 11 day of September, 2012, by Steve Durhman, Manager, Calallen GP, LLC, who is the General Partner of Calallen Retail Partners, L.P., on behalf of said company.



Notary Public, State of Texas



ATTEST:

CITY OF CORPUS CHRISTI

Armando Chapa
City Secretary

Wes Pierson
Assistant City Manager

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the _____ day of _____, 2012,
by Wes Pierson, Assistant City Manager, City of Corpus Christi, a Texas home-rule municipal
corporation, on behalf of the corporation.

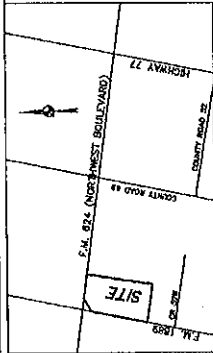
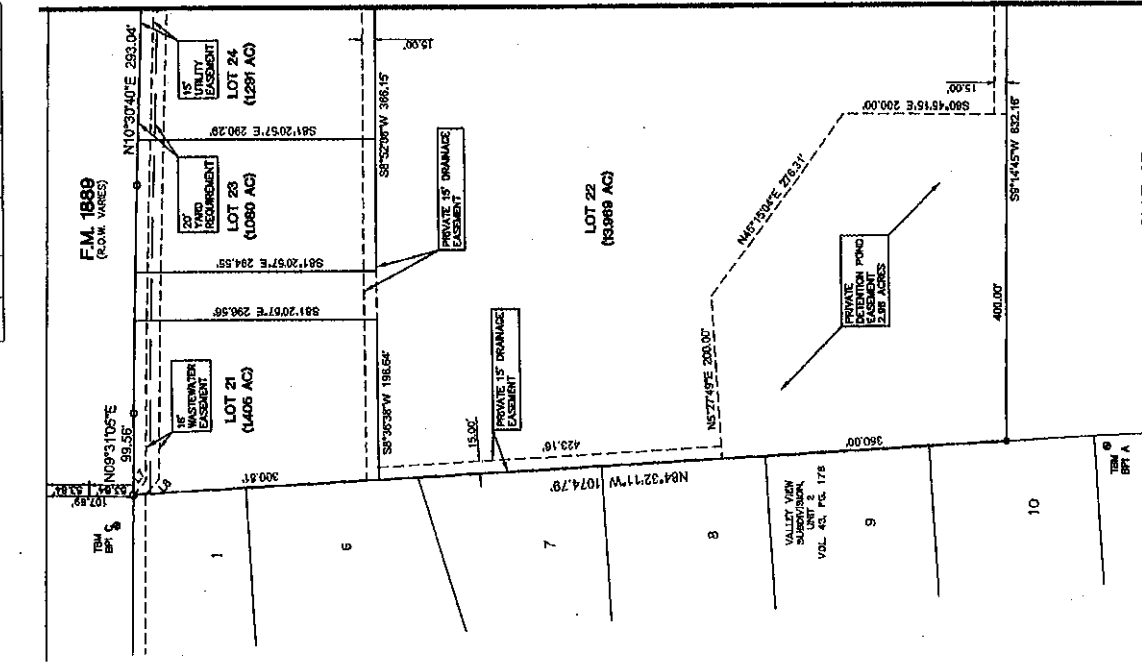
Notary Public, State of Texas

APPROVED AS TO FORM: _____, 2012

Elizabeth Hundley
Assistant City Attorney
for Carlos Valdez, City Attorney

Line #	Length	Bearing
L1	74.35'	S64° 35' 39"W
L2	187.38'	S00° 45' 19"W

Curve #	Radius	Delta	Chord
C1	46.97'	103° 44' 15"	113.84'
C2	30.01'	103° 44' 15"	60.02'
C3	53.15'	103° 44' 15"	106.30'



VICINITY MAP
CORPUS CHRISTI, TEXAS
N.T.S.

- LEGEND**
- 5/8 inch road found
 - 1/2 inch road found
 - monument found
 - benchmark
 - water line
 - wastewater line

STATE OF TEXAS
COUNTY OF NUECES

DAVID CALLEJA, MARCO ANTONIO PARRALES, L.S. BEING THE OWNERS OF THE PROPERTY DESCRIBED IN THIS PLAT, HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT WE HAVE NOT BEEN ADVISED OF ANY FACTS WHICH MIGHT CAUSE THIS PLAT TO BE DEFECTIVE IN ANY MANNER. WE HEREBY CERTIFY THAT WE HAVE NOT BEEN ADVISED OF ANY FACTS WHICH MIGHT CAUSE THIS PLAT TO BE DEFECTIVE IN ANY MANNER.

STATE OF TEXAS
COUNTY OF NUECES

STEVE GUERRAN, MARCO ANTONIO PARRALES, DAVID CALLEJA, REALTORS, L.S.

STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY, PERSONALLY APPROXIMATELY, STEVE GUERRAN, MARCO ANTONIO PARRALES, DAVID CALLEJA, REALTORS, L.S., WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE DECIDED TO SIGN THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC
AT COMMISSION EXPIRES _____ COUNTY, _____

STATE OF TEXAS
COUNTY OF NUECES

L. HALL & LANE, P.C., A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE STATE OF TEXAS, HAS REVIEWED THIS INSTRUMENT AND HAS DETERMINED THAT THE INSTRUMENT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE PROFESSIONAL LAND SURVEYOR ACT. THE INSTRUMENT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE PROFESSIONAL LAND SURVEYOR ACT.

BENCHMARK LIST

THE METERS MARKER SHOWN HEREON IS BENCHMARK TO THE NAVD 83 VERTICAL CONTROL DATUM, TEXAS STATE PLANE, SOUTH ZONE.

TM BPT A, 2/7/2008 ROD WITH ROD BPT CAP LOCATED AT THE SOUTHWEST CORNER OF THE SITE, 21187' EAST OF FM 1889 AND 21537' SOUTH OF FM 1824.

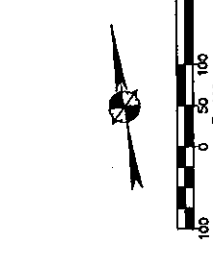
TM BPT B, COTTON SPINDLE IN ASPHALT LOCATED IN THE SOUTHWEST CORNER OF WAY OF FM 1889, 21187' EAST OF FM 1889.

TM BPT C, COTTON SPINDLE IN ASPHALT LOCATED IN THE EASTERN RIGHT OF WAY OF FM 1889, 21544' SOUTH OF FM 1824.

ED-04-0178

NOTES

- THE TRACT OF LAND SHOWN HEREON WAS NOT ABSTRACTED BY THE SURVEYOR.
- GROUND SURVEYING WAS CONDUCTED BY L. HALL & LANE, P.C., A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE STATE OF TEXAS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE PROFESSIONAL LAND SURVEYOR ACT.
- THE PROPERTY APPEARS TO BE WITHIN FLOOD ZONE 12, AS PER THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 48054SHAZ02C, DATED MARCH 13, 2010.
- THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE COTTON SPINDLE CREEK. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE COTTON SPINDLE CREEK. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE COTTON SPINDLE CREEK.
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- IF ANY LOT IS DEVELOPED WITH RESIDENTIAL USES, COMPLIANCE WITH THE PUBLIC OPEN SPACE REGULATIONS WILL BE REQUIRED DURING THE BUILDING PERMIT PHASE.
- EXCEPT TO THE EXTENT SUCH THESE ARE SHOWN HEREON, RESTRICTIONS, EASEMENTS AND ENCUMBRANCES ARE SHOWN AS THEY EXIST. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.
- THE SUBDIVISION IS NOT WITHIN AN ADJUTANT BOUNDARY OR MOSE CONTROL.



STATE OF TEXAS
COUNTY OF NUECES

THIS FINAL PLAT OF THE GREEN ESCROWED PROPERTY APPROVED BY THE DEPARTMENT OF ARCHITECTURE SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS.

THIS THE _____ DAY OF _____, 20____.

CHARLES F. CORRELL, P.E., DEVELOPMENT SERVICES ENGINEER

STATE OF TEXAS
COUNTY OF NUECES

AND BEING AN INSTRUMENT APPROVED BY THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.

THIS THE _____ DAY OF _____, 20____.

A. JAMES MARTIN, MAYOR
CITY OF CORPUS CHRISTI, TEXAS

MARK E. VAN WELDON, P.E.
SECRETARY

STATE OF TEXAS
COUNTY OF NUECES

I, DIANA T. BARNER, CLERK OF THE COUNTY COURT IN AND SAID COUNTY OF NUECES, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD WITH THE CLERK OF THE COUNTY COURT IN AND SAID COUNTY OF NUECES, TEXAS, ON THIS _____ DAY OF _____, 20____.

DIANA T. BARNER, CLERK OF THE COUNTY COURT
COUNTY OF NUECES, TEXAS

FILE FOR RECORD

AT _____ O'CLOCK _____ 20____

BY _____ DEPUTY

Match Line See Sheet 2 of 2

FINAL PLAT OF NUECES RIVER IRRIGATION PARK, BLOCK 2, LOTS 21-28

THESE ARE THE TRACTS LOCATED IN NUECES COUNTY, TEXAS, BEING THE REMAINING PORTION OF LOT 4, BLOCK 2, SECTION 2, NUECES RIVER IRRIGATION PARK, A SUBDIVISION OF RECORD IN VOLUME A, PAGE 54 OF THE NUECES COUNTY MAP RECORDS. SAID PROPERTY BEING THE SAME CONVEYED TO CLOUDCROFT LAND VENTURES, INC. BY DEED OF RECORD IN DOCUMENT NO. 2007049239 OF THE OFFICIAL RECORDS OF NUECES COUNTY, TEXAS.

Exhibit 1

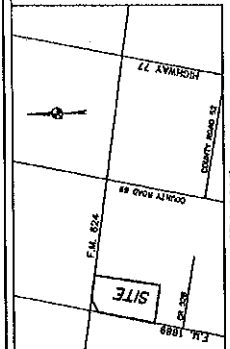
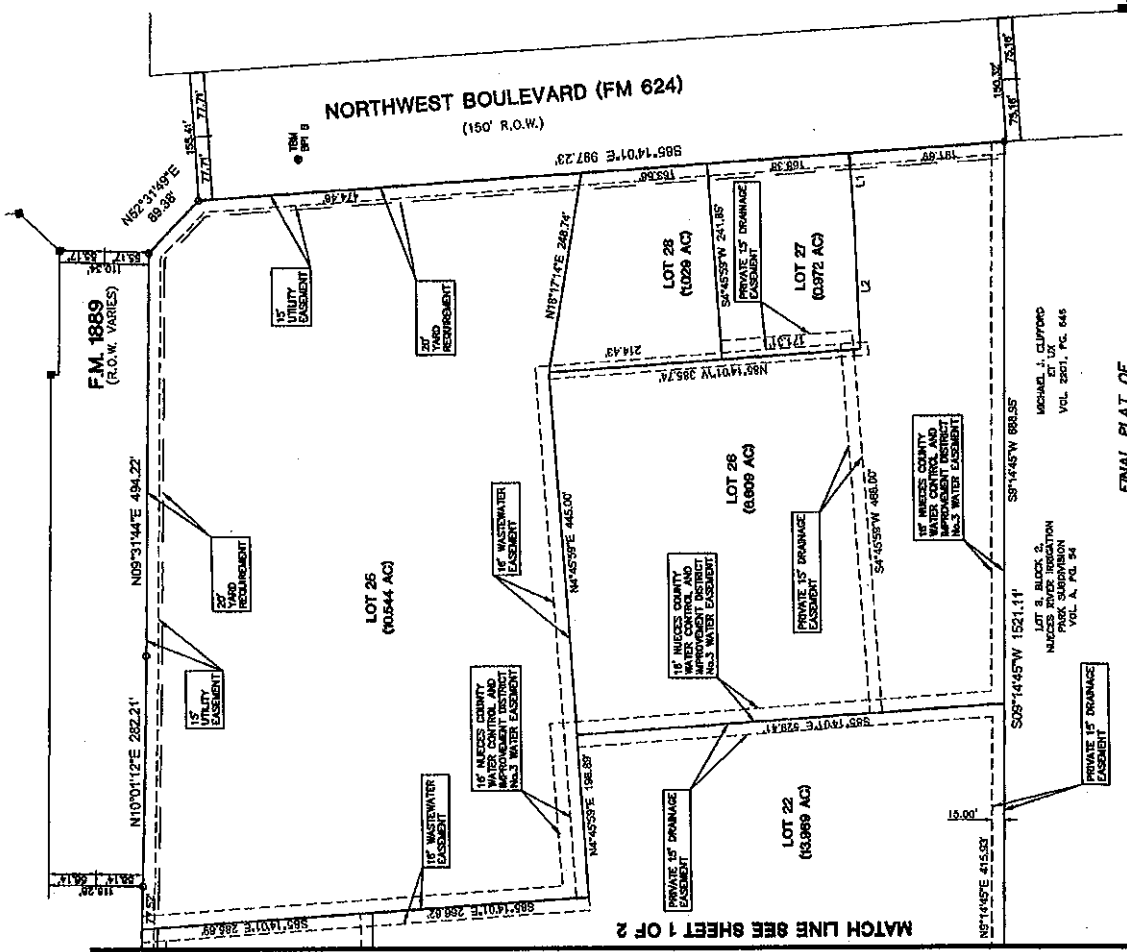
Bury-Partners

522 West, Road, Suite 100
San Antonio, TX 78210
Tel: (210) 555-4400 Fax: (210) 555-4888
http://www.bury-partners.com
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Line #	Length	Bearing
L1	74.35'	S04° 35' 38" W
L2	167.59'	S06° 45' 19" W

Curve #	Percent	Radius	Delta	Beginning Chord	Ending Chord
C2	56.82'	16344.15'	000° 23' 57"	N09° 45' 47"E 113.84'	113.84'
C3	20.01'	16344.15'	000° 22' 37"	N00° 01' 59"E 60.02'	60.02'
C4	53.15'	16344.15'	000° 22' 21"	N10° 19' 29"E 106.33'	106.33'



VICINITY MAP
CORPUS CHRISTI, TEXAS
N.T.S.

LEGEND

- 5/8" IRON ROD FOUND
- 1/2" IRON ROD SET
- MONUMENT FOUND
- BENCHMARK
- WATER LINE
- - - WASTEWATER LINE

BENCHMARK LIST

THE VERTICAL DATUM SHOWN HEREON IS REFERENCED TO THE NAVD 83 VERTICAL CONTROL DATUM, TEXAS STATE PLANE, SOUTH ZONE.

IRN BPI A, 2 1/2" IRON ROD WITH RED BRN CAP LOCATED AT THE SOUTHWEST CORNER OF THE SITE, 1166' EAST OF FM 1989 AND 4133' SOUTH OF FM 624.

IRN BPI B, 2 1/2" IRON ROD WITH RED BRN CAP LOCATED IN THE SOUTHWEST CORNER OF THE SITE, 1166' EAST OF FM 1989 AND 4133' SOUTH OF FM 624.

IRN BPI C, COTTON SPAGGLE IN ASPHALT LOCATED IN THE EASTERN RIGHT OF WAY OF FM 1989, 4133' SOUTH OF FM 624.

NOTES

- THE TRACT OF LAND SHOWN HEREON WAS NOT ABSTRACTED BY THE SERVICE.
- BOUNDARIES SHOWN HEREON ARE BASED ON SURVEY DATA OBTAINED FROM THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AND THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.
- THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, SHOW THE TRACT OF LAND SHOWN HEREON WAS ABSTRACTED BY THE SERVICE ON MARCH 15, 1989, BY DEED NO. 2007018239, DATED MARCH 15, 1989.
- THE TRACT OF LAND SHOWN HEREON IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS SHOWN HEREON AND IS NOT TO BE CONSIDERED AS A TRACT OF LAND SUBJECT TO ANY EASEMENTS, RIGHTS AND INTERESTS SHOWN HEREON.
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Exhibit 1

Bury+Partners

820 Ross Road, Suite 100
San Antonio, TX 78216
Tel: (214) 682-8000 Fax: (214) 682-8028
www.bury-partners.com
Bury+Partners-01, Inc. © Copyright 2012 SHEET 2 OF 2

FINAL PLAT OF NUECES RIVER IRRIGATION PARK, BLOCK 2, LOTS 21-28

A 36.896 ACRE TRACT LOCATED IN NUECES COUNTY, TEXAS, BEING THE REMAINING PORTION OF LOT 4, BLOCK 2, SECTION 2, NUECES RIVER IRRIGATION PARK, A SUBDIVISION SHOWN AS PROPERTY BEING THE SAME, CONCEIVED TO CLARROTT LAND VENTURES, INC. BY DEED OF RECORD IN DOCUMENT NO. 2007018239 OF THE OFFICIAL RECORDS OF NUECES COUNTY, TEXAS.

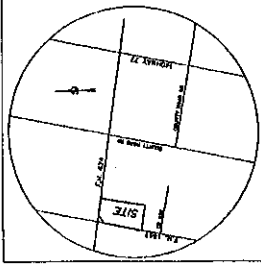
LOT 3, BLOCK 2,
NUECES RIVER IRRIGATION
PARK, A.P. NO. 84
VOL. 8, P. 84

LOT 3, BLOCK 2,
NUECES RIVER IRRIGATION
PARK, A.P. NO. 84
VOL. 8, P. 84

LOT 3, BLOCK 2,
NUECES RIVER IRRIGATION
PARK, A.P. NO. 84
VOL. 8, P. 84

SHEET INDEX:
COVER SHEET
CITY SPECIFICATIONS
WASTEWATER PLAN
WASTEWATER PLAN
DETAILS

PUBLIC WASTEWATER COLLECTION PLAN
FOR
CALLEEN COMMERCIAL
CORPUS CHRISTI, TEXAS



VICINITY MAP
CORPUS CHRISTI, TEXAS

OWNER: CALLEEN REAL PARTNERS, L.P.
SHERIDAN, TEXAS
DISHMAN & BASSETT REALTY GROUP
109 E. ANDERSON LANE, STE. 200
AUSTIN, TX 78732
(512) 833-6444



CIVIL ENGINEER: BURY & PARTNERS-SA, INC.
822 ISAM ROAD, SUITE 100
SAN ANTONIO, TEXAS 78216
(214) 342-2277
A/PR: MARK R. JOHNSON, P.E.
CORPUS CHRISTI, TEXAS

PROJECT ADDRESS: FM 1899 & NORTHWEST
BOULEVARD (FM 624)
CORPUS CHRISTI, TEXAS

SUBMITTAL DATE: JULY 20, 2012
REL. JOB NO.: RC010165-50002

GENERAL NOTES
1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CORPUS CHRISTI AND THE TEXAS DEPARTMENT OF HEALTH AND SERVICING BEFORE COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING ALL FEES ASSOCIATED WITH THE PERMITTING PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING ALL FEES ASSOCIATED WITH THE PERMITTING PROCESS.

WATER AND WASTEWATER UTILITY NOTES
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI SPECIFICATIONS FOR WATER AND WASTEWATER COLLECTION SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING ALL FEES ASSOCIATED WITH THE PERMITTING PROCESS.

NOTE/SPECIFICATIONS
1. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI SPECIFICATIONS FOR WATER AND WASTEWATER COLLECTION SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING ALL FEES ASSOCIATED WITH THE PERMITTING PROCESS.

BACKFILL OF TRENCHES
1. ALL TRENCHES SHALL BE BACKFILLED WITH A MINIMUM OF 18 INCHES OF CLEAN, CRUSHED GRANULAR MATERIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING ALL FEES ASSOCIATED WITH THE PERMITTING PROCESS.

DEMOLITION NOTES
1. ALL EXISTING STRUCTURES TO BE DEMOLISHED SHALL BE DEMOLISHED IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI SPECIFICATIONS FOR DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING ALL FEES ASSOCIATED WITH THE PERMITTING PROCESS.

CONSTRUCTION NOTES
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI SPECIFICATIONS FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PAYING ALL FEES ASSOCIATED WITH THE PERMITTING PROCESS.

Exhibit 2
Page 1 of 6

Table with columns: DATE, REV, and APPROVAL. It is currently blank.

Bury+Partners
801 West Loop, Suite 100
Austin, TX 78701
(512) 342-2277
www.bury-partners.com

File: G:\N165\SA-0002\UTIL\RC010165.DWG

PROJECT NO. 2002-10022
REVISIONS
DATE APPROVED BY DATE
DRAWN BY
CHECKED BY
PROJECT NO. 2002-10022

SAN ISIDRO MANAGEMENT, L.C.
CALLEN COMMERCIAL
FM 1808 & NORTHWEST
BOULEVARD (FM 624)

CITY SPECIFICATIONS



Bury+Partners
200 West Loop West, Suite 100
Dallas, Texas 75201
714.233.8888
burypartners@buri.com

DATE	BY	REVISION

Exhibit 2
Page 2 of 6

SECTION 05100 - PAINTS AND COATINGS

05100-10 - PAINTS AND COATINGS

1. SUMMARY

- A. Section Includes:
 - 1. Primer
 - 2. Paint

2. REFERENCES

- A. Paint and Coatings Manual, 10th Edition, 1997, by the American College of Coatings Technicians, Inc.

3. RELATED SECTIONS

- A. 05000 - METALS
- B. 05200 - METAL FABRICATION
- C. 05300 - WOODWORK
- D. 05400 - PLASTER AND MASONRY
- E. 05500 - CONCRETE
- F. 05600 - GROUT, JOINTS, AND FILLERS
- G. 05700 - TERRAZZO
- H. 05800 - CERAMIC TILE
- I. 05900 - GLASS
- J. 06100 - PARTITIONING
- K. 06200 - DOORS AND WINDOWS
- L. 06300 - GLAZING
- M. 06400 - ROOFING
- N. 06500 - FLOORING
- O. 06600 - CEILING
- P. 06700 - WALLS
- Q. 06800 - EXTERIOR WALLS
- R. 06900 - EXTERIOR ROOFING
- S. 07000 - EXTERIOR FINISHES
- T. 07100 - EXTERIOR PAINTS AND COATINGS
- U. 07200 - EXTERIOR METALS
- V. 07300 - EXTERIOR WOODWORK
- W. 07400 - EXTERIOR PLASTER AND MASONRY
- X. 07500 - EXTERIOR CONCRETE
- Y. 07600 - EXTERIOR CERAMIC TILE
- Z. 07700 - EXTERIOR GLASS
- AA. 07800 - EXTERIOR PARTITIONING
- AB. 07900 - EXTERIOR DOORS AND WINDOWS
- AC. 08000 - EXTERIOR GLAZING
- AD. 08100 - EXTERIOR ROOFING
- AE. 08200 - EXTERIOR FLOORING
- AF. 08300 - EXTERIOR CEILING
- AG. 08400 - EXTERIOR WALLS
- AH. 08500 - EXTERIOR EXTERIOR WALLS
- AI. 08600 - EXTERIOR EXTERIOR ROOFING
- AJ. 08700 - EXTERIOR EXTERIOR FINISHES
- AK. 08800 - EXTERIOR EXTERIOR PAINTS AND COATINGS
- AL. 08900 - EXTERIOR EXTERIOR METALS
- AM. 09000 - EXTERIOR EXTERIOR WOODWORK
- AN. 09100 - EXTERIOR EXTERIOR PLASTER AND MASONRY
- AO. 09200 - EXTERIOR EXTERIOR CONCRETE
- AP. 09300 - EXTERIOR EXTERIOR CERAMIC TILE
- AQ. 09400 - EXTERIOR EXTERIOR GLASS
- AR. 09500 - EXTERIOR EXTERIOR PARTITIONING
- AS. 09600 - EXTERIOR EXTERIOR DOORS AND WINDOWS
- AT. 09700 - EXTERIOR EXTERIOR GLAZING
- AU. 09800 - EXTERIOR EXTERIOR ROOFING
- AV. 09900 - EXTERIOR EXTERIOR FLOORING
- AW. 09900 - EXTERIOR EXTERIOR CEILING
- AX. 09900 - EXTERIOR EXTERIOR WALLS

4. NOTES

1. All exterior surfaces shall be primed and painted with a high quality exterior paint.
2. All interior surfaces shall be primed and painted with a high quality interior paint.
3. All surfaces shall be prepared in accordance with the manufacturer's instructions.
4. All surfaces shall be protected from damage during construction.
5. All surfaces shall be cleaned and free of dirt, oil, and grease before painting.
6. All surfaces shall be painted in accordance with the manufacturer's instructions.
7. All surfaces shall be painted in accordance with the manufacturer's instructions.
8. All surfaces shall be painted in accordance with the manufacturer's instructions.
9. All surfaces shall be painted in accordance with the manufacturer's instructions.
10. All surfaces shall be painted in accordance with the manufacturer's instructions.

Bury+Partners
 10000 West Loop West, Suite 100
 Houston, Texas 77036
 Telephone: 713.865.1000
 Fax: 713.865.1001
 www.bury.com



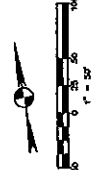
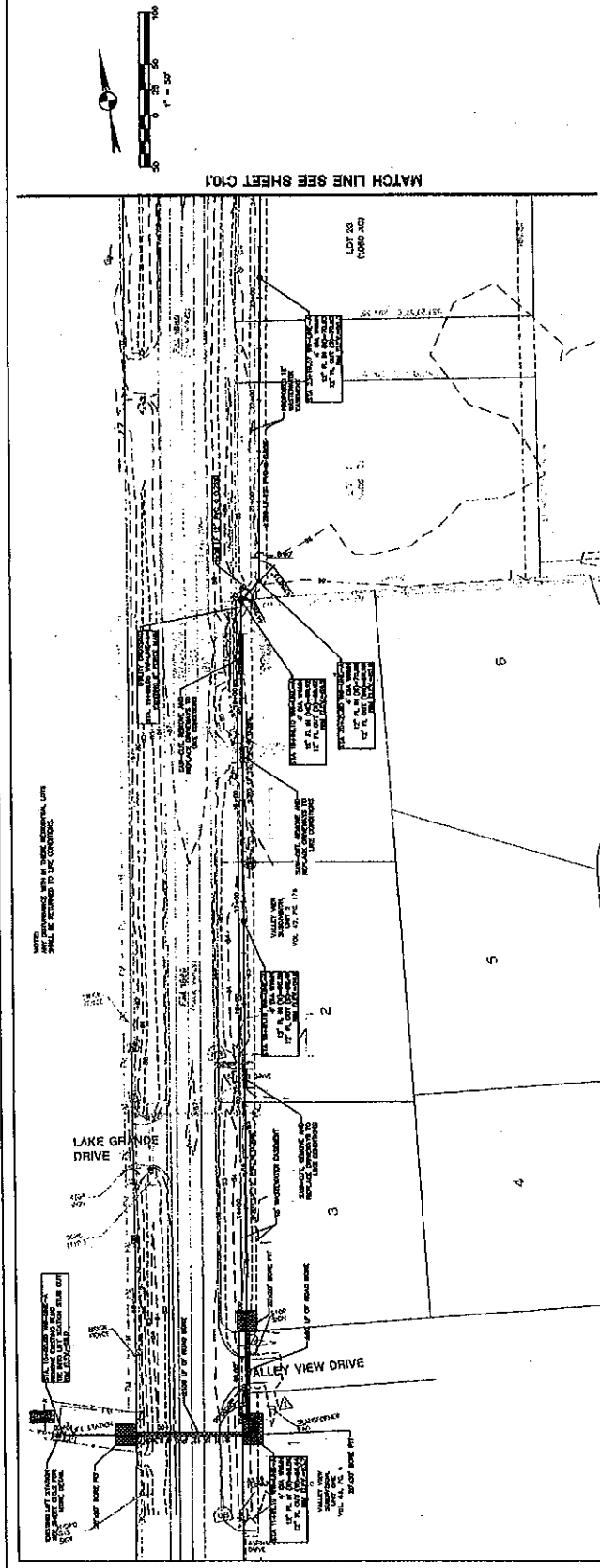
WASTEWATER PLAN

SAN ISIDRO MANAGEMENT, L.C.
GALLEN COMMERCIAL
FM 1889 & NORTHWEST
BOULEVARD (FM 624)

PROJECT NO. 1810160-0002
 REVISION NO. 01
 DRAWN BY: DUNN
 CHECKED BY: DUNN
 DATE: 08/15/00
 SCALE: 1" = 10'

C10.0
 SHEET

NO.	DATE	DESCRIPTION



MATCH LINE SEE SHEET C10.1

PROFILE LEGEND:
 Proposed Profile
 Existing Profile
 Proposed Manhole
 Proposed Structure

PROFILE SCALE:
 1" = 40' HORIZONTAL
 1" = 5' VERTICAL

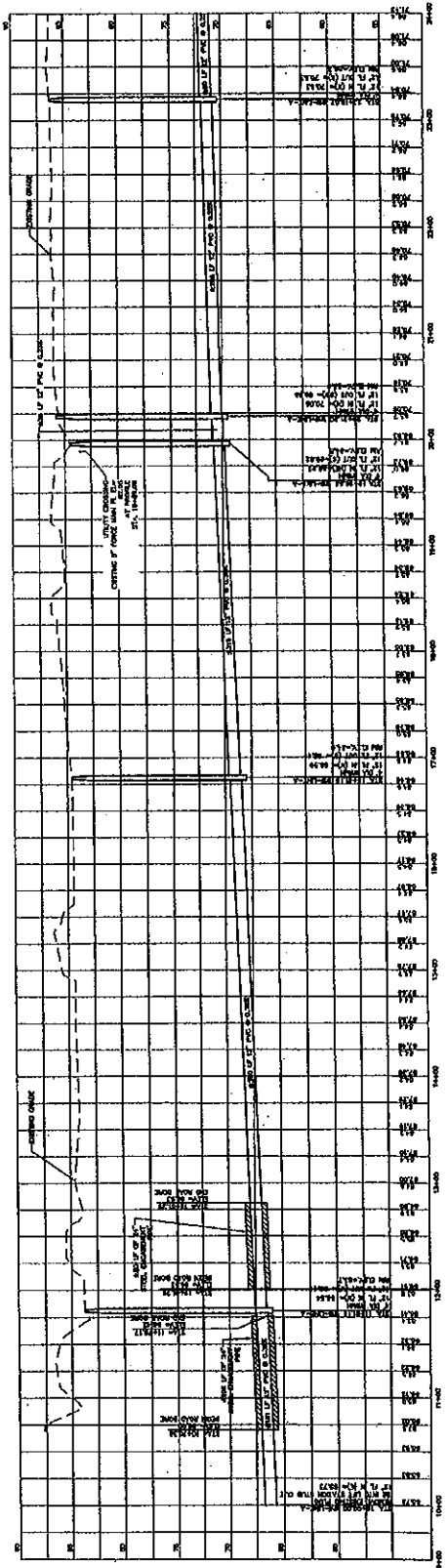


Exhibit 2
 Page 3 of 6

San Jose Public Works
 1000 California Street, Suite 100
 San Jose, CA 95128
 Tel: (408) 299-1000
 Fax: (408) 299-1001
 www.sanjoseca.gov



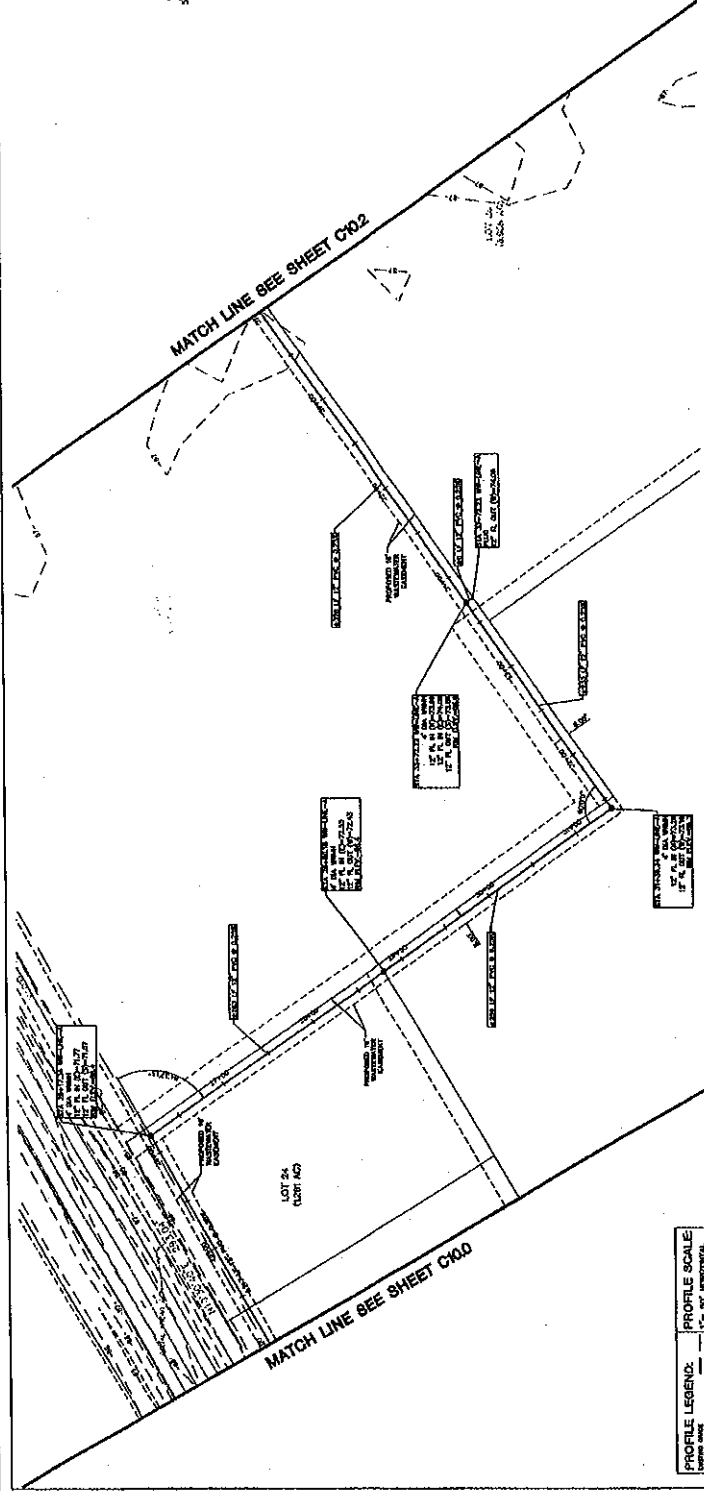
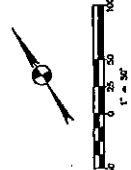
WASTEWATER PLAN

SAN ISIDRO MANAGEMENT, L.C.
 CALLEN COMMERCIAL
 FM 1888 & NORTHWEST
 BOULEVARD (FM 824)

DATE REVISION MAY 14, 2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: 180101018-0002

SHEET
C10.1

NO.	DATE	REVISION



PROFILE LEGEND:
 --- 1" = 20' PROPOSED
 --- 1" = 2' EXISTING
 --- 1" = 2' PROTECT

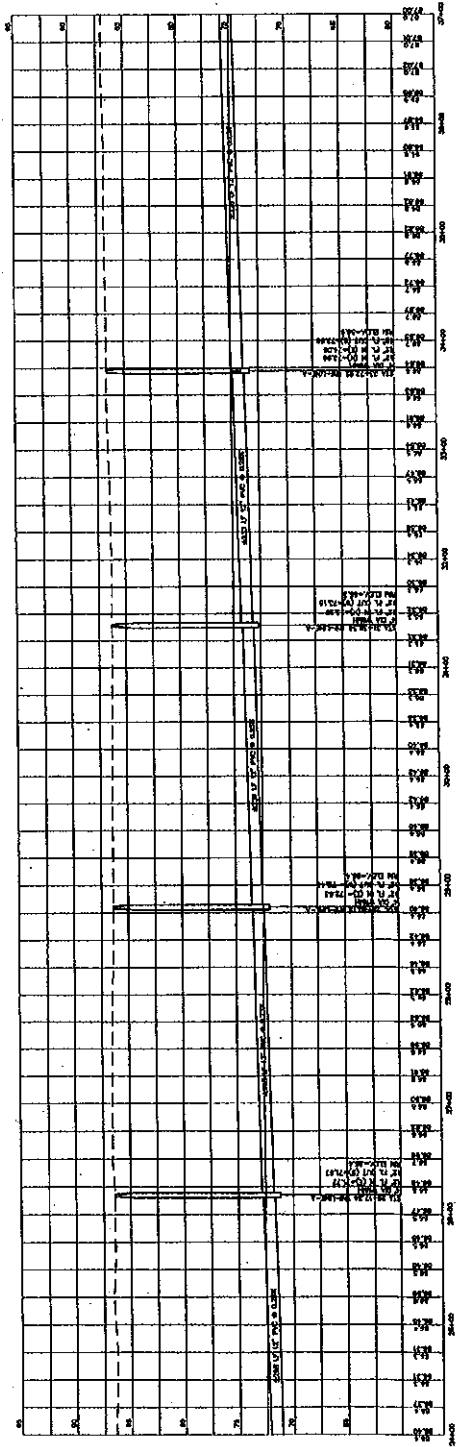


Exhibit 2
 Page 4 of 6

C10.2

SHEET

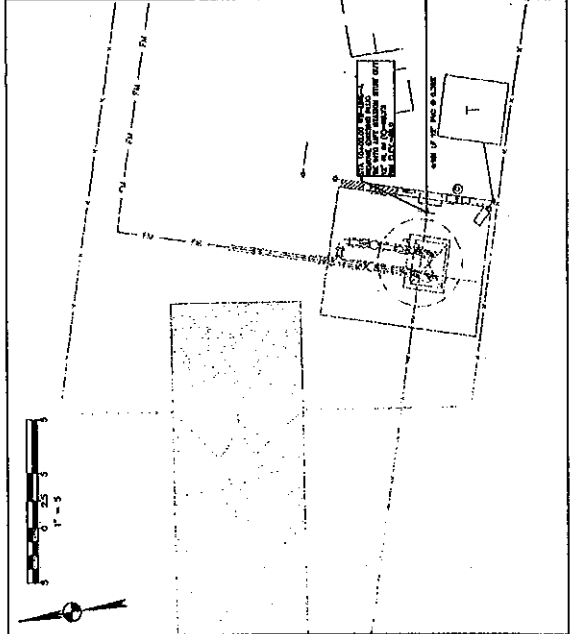
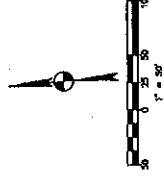
PROJECT NO. 101185-0002
REVIEWED BY: PLANNING
DESIGNED BY: BARRY
DRAWN BY: BARRY
DATE: 10/15/03
DATE REVISION BY: BARRY

GAN ISIDRO MANAGEMENT, L.C.
CALLEN COMMERCIAL
FM 1809 & NORTHWEST
BOULEVARD (FM 624)

WASTEWATER PLAN

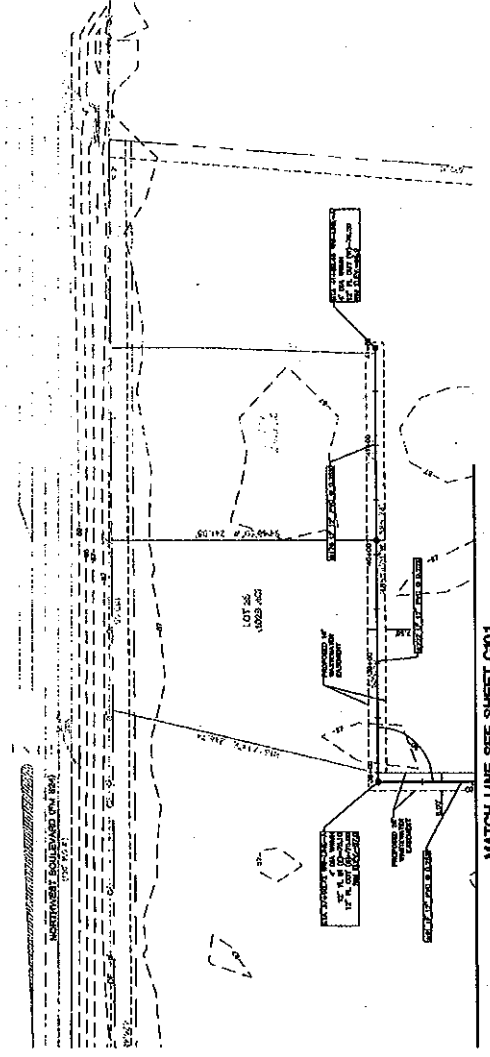
Bury+Partners

NO.	DATE	DESCRIPTION

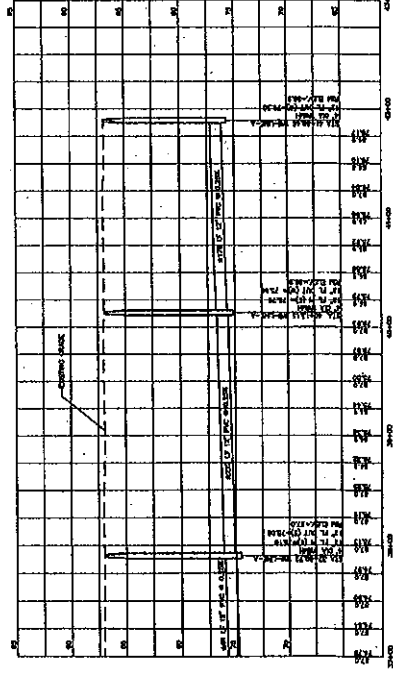


EXISTING LIFT STATION AREA

Exhibit 2
Page 5 of 6



MATCH LINE SEE SHEET C101



PROFILE LEGEND: PROFILE SCALE
 --- 1" = 50' HORIZONTAL
 --- 1" = 5' VERTICAL

Bury+Partners
 1000 North Main Street
 Suite 1000
 San Francisco, CA 94102
 Telephone: (415) 774-1100
 Fax: (415) 774-1101
 www.bury.com



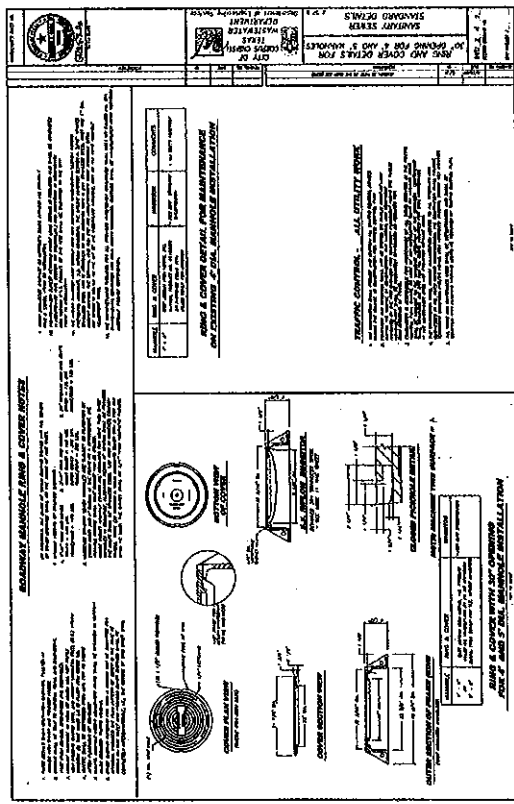
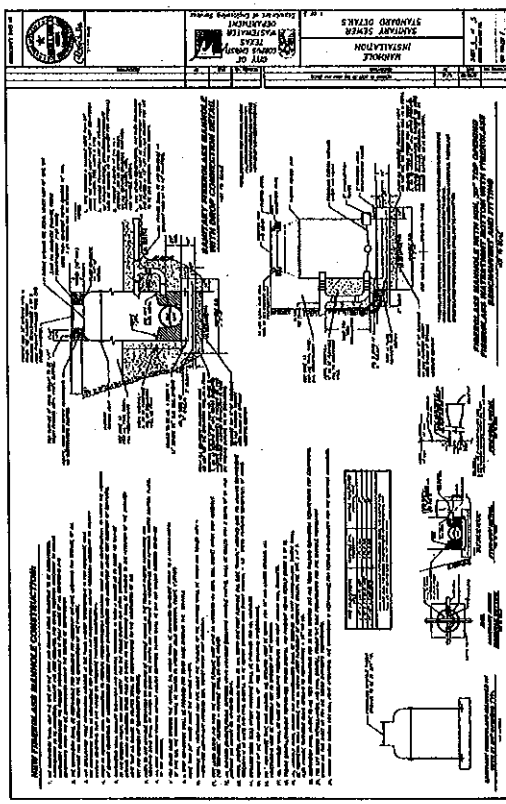
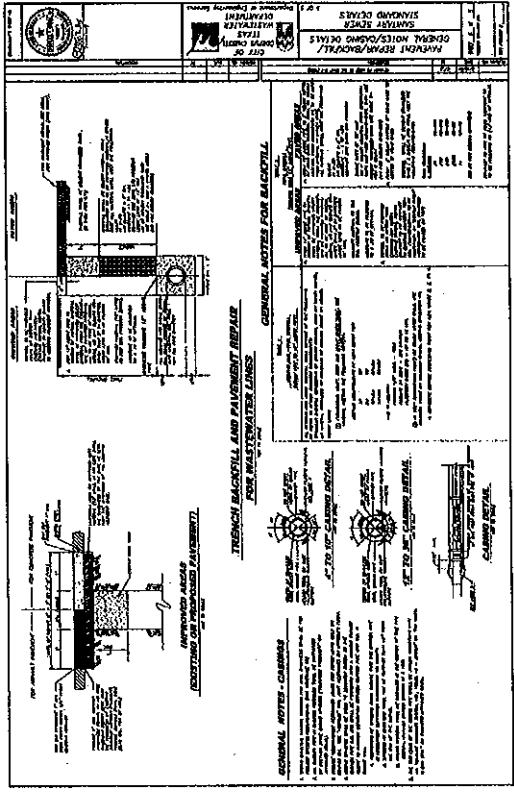
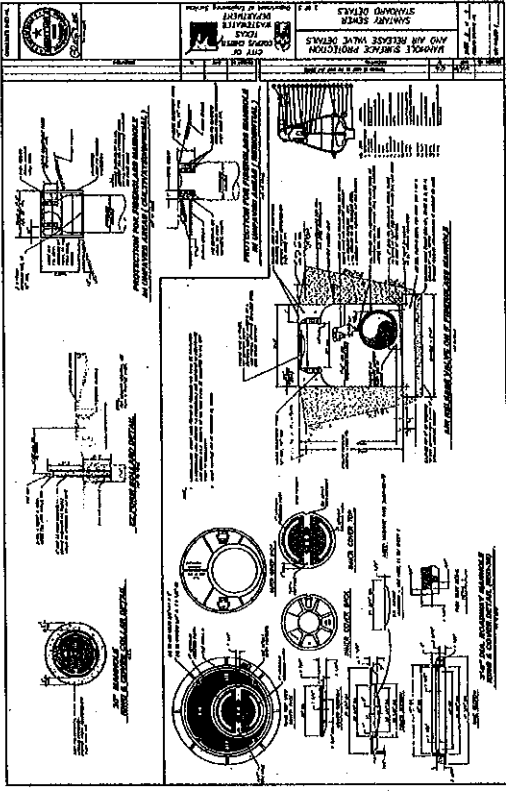
DETAILS

SAN ISIDRO MANAGEMENT, LC
CATALLEN COMMERCIAL
FM 1888 & NORTHWEST
BOULEVARD (FM 824)

PROJECT NO. 1011818-1000
 DRAWING NO. 1011818-1000-001
 DATE: 08/15/2011
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 TITLE: SANITARY SEWER & WATER MAINS


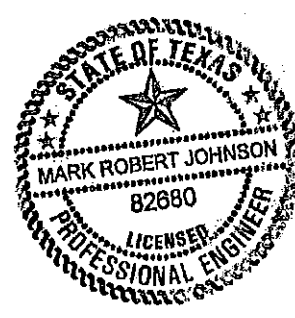
C10.3
 SHEET

Page 6 of 6
 Exhibit 2



THIS DRAWING IS THE PROPERTY OF BURY+PARTNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BURY+PARTNERS.

EXHIBIT 3

NUECES RIVER IRRIGATION PARK SUBDIVISION, LOTS 21-28					
Opinion of Probable Costs - Public Wastewater Main					
Location: SE Corner of Northwest Blvd (FM 624) and FM 1889, Corpus Christi, Texas					
Date: August 31, 2012					
Prepared by: Mark R. Johnson, P.E.					
Public Wastewater Main					
Wastewater Main 12" (offsite)	850	LF	\$ 90	\$	76,500
Wastewater Manhole (offsite)	3	EA	\$ 3,500	\$	10,500
Bore & Jack under FM 1889	80	LF	\$ 200	\$	16,000
Bore & Jack under side street	60	LF	\$ 200	\$	12,000
Bore & Jack within residential lots	100	LF	\$ 200	\$	20,000
Wastewater connection to lift station (offsite)	1	LS	\$ 10,000	\$	10,000
Wastewater Main 12" (onsite)	2400	LF	\$ 75	\$	180,000
Wastewater Manhole (onsite)	8	EA	\$ 3,500	\$	28,000
				Total	\$ 353,000
Offsite Wastewater - Master Plan				\$	146,000 **
Onsite Wastewater - Deferment Agreement Amount				\$	208,000
BONDING AMOUNT (110% OF ABOVE TOTAL)					\$ 228,800
**note: the portion of the public wastewater main that is part of the City's Master Plan is not required to be part of the deferment agreement amount.					
 CONSULTANTS SIGNATURE		DATE <u>8/31/12</u>			
					
Note: This is an Engineer's Opinion of Probable Cost. Construction costs cannot be guaranteed until design is complete and qualified contractors have priced the work.					

AFFIDAVIT

I, Steve Durhman, confirm that the following are the true Owners of a 36.896-acre tract of land located in Nueces County, Texas, being the remaining portion of Lot 4, Block 2, Section 2, Nueces River Irrigation Park, a subdivision of record in Volume A, Page 54 of the Nueces County Map Records (the "Property"):

Lols Lowman; Connie Diane Brown Polk Laing; Herman Bruce Lowman; NRIP, LLC, a Texas limited liability company; and Cloudecroft Land Ventures, Inc.

I, Steve Durhman, certify that the Owners have appointed me to act as the Authorized Agent with respect to all matters concerning the platting and zoning of the Property and that I am authorized, with respect to the platting and zoning of the Property:

Be the point of contact between the Owners and the City of Corpus Christi; make legally binding representations of fact and commitments of every kind on the Owners behalf; grant legally binding waivers of rights and releases of liabilities of every kind on behalf of the Owners; consent to legally binding modifications; conditions, and exceptions on behalf of the Owners; and, to execute documents on behalf of the Owners which are legally binding on the Owners.

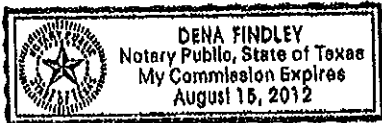
I understand that the City of Corpus Christi will deal only with a fully-authorized agent. At any time it should appear that I, Steve Durhman, Authorized Agent, have less than full authority to act, then the application may be suspended and the Owners will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by the Authorized Agent. Therefore, I agree to hold harmless and indemnify the City of Corpus Christi, its officers, agents, employees, and third parties who act in reliance upon my words and actions from all damages, attorney fees, interest and costs arising from this matter.

Steve Durhman _____ 6/1/12 Date

Acknowledgement

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 1 day of June, 2012, by Steve Durhman.



S
Notary Public, State of Texas
My commission expires: 8-15-12



Exhibit 4
Page 2 of 3

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: Catherine Retail Partners, L.P., a Texas limited partnership
dba: Callahan G.P. LLC, its general partner
STREET: 100 E. Anderson Lane, Ste 200 CITY: Austin ZIP: 78752
FIRM is: Corporation Partnership Sole Owner Association 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 None Job Title and City Department (If known) _____

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

Name None Title _____

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

Name None Board, Commission, or Committee _____

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

Name None Consultant _____

CERTIFICATE

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

Certifying Person: Steve Durbin Title: Manager
(Print)

Signature of Certifying Person: [Signature] Date: 9/10/12

Exhibit 4

Page 3 of 3

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.