

**AFFORDABLE HOUSING AGREEMENT  
BETWEEN THE CITY OF CORPUS CHRISTI AND  
COMMUNITY DEVELOPMENT CORPORATION BROWNSVILLE**

**1. Agreement for New Construction of Affordable Housing.** This agreement ("Agreement") between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Community Development Corporation of Brownsville, a Non-Profit Corporation ("CDCB") is made to govern the terms of the City's transfer of three vacant residential lots to CDCB in return for CDCB's construction of three single-family affordable houses on the lots.

**2. Effective Date.** The effective date of this Agreement is the date on which the last party executes this Agreement.

**3. Term.** The term of this Agreement extends twenty-four (24) months from the effective date.

**4. CDCB's Responsibilities.**

a. CDCB shall construct three new single-family houses in Corpus Christi on the lots identified below. These houses shall be constructed in compliance with the City's Zoning Ordinance, Unified Development Code, International Building Codes (as amended by the City) and all other applicable city ordinances and regulations.

1. **502 18<sup>th</sup> Street**, Lot 2, Block 5, H.E. Luter Partition, Corpus Christ, Texas.

2. **508 18<sup>th</sup> Street**, Lot 1, being part of Tract No. 5, H.E. Luter Partition, also known as Lots 1 and 2 of Neylands Colonia Mexicana Addition, Corpus Christi, Texas.

3. **4238 Barrera**, South one-half (1/2) of Lot 12, Block 3, Molina Addition, Corpus Christi, Texas.

b. The City certifies only that it is the owner of lots and that there are no City liens against the property ('hereinafter "Property"). CDCB shall be solely responsible for obtaining title insurance, surveys or boundary line surveys for the Property if they so desire.

c. CDCB shall complete construction of three (3) new single-family homes on the lots referenced herein and shall offer the houses for sale as affordable housing, as that term is defined in Title 42 of the United States Code, Section 12745.

d. CDCB shall recruit qualified homebuyers to purchase the three new houses and CDCB shall ensure that the applicants qualify as low-income or low-to-moderate income individuals or families who qualify under Affordable Housing Income Guidelines for Nueces County, Texas and as provided in Federal law.

e. All construction work must be performed in a workmanlike manner and in accordance with the applicable housing standards, building codes and other applicable state, federal or local laws.

f. The houses must be certified to meet Texas Department of Insurance windstorm requirements. Additionally, the houses must be constructed to meet the requirements of the International Energy Conservation Code.

g. CDCB shall not request any funding from the City to construct the houses identified herein which are to be used for affordable housing as that term is defined in federal law.

h. CDCB shall start construction on at least one house within one-hundred and eighty (180) days of the effective date of this Agreement and shall complete construction of all three houses within thirty (30) months of the effective date of this Agreement.

## 5. City's Responsibilities.

a. Following City Council approval of this Agreement and execution of the Agreement by both parties, the City will convey the three (3) parcels of land identified below and more particularly described in **Exhibit "A"** attached hereto.

(1) 502 18<sup>th</sup> Street, Lot 2, Block 5, H.E. Luter Partition;

(2) 508 18<sup>th</sup> Street, Lot 1, part of Tract 5, H.E. Luter Partition; and

(3) 4238 Barrera Drive, South ½ of Lot 12, Block 3, Molina Addition.

b. The City will convey the referenced vacant lots to CDCB in consideration of CDCB's commitment to build single-family houses on each lot as affordable housing. Once the houses are constructed, the houses must be sold to a person or family whose income level qualifies them for affordable housing as set forth in federal law and regulations. This transaction is also subject to the imposition of restrictive covenants in the conveyance documents including but not limited to:

(1) A restriction that limits development of a structure on the property to single-family residential housing and only those structures that meet the definition of "affordable housing," as defined under federal law, available for purchase by low income or low-to-moderate income individuals and families; and

(2) A reversionary clause in the City's benefit, that would require the property to be automatically reverted back to the City if CDCB fails to construct single-family affordable houses on the lots within the time period set out in this Agreement or should CDCB fail to sell the houses to a low-income or low-to-moderate income person or family who qualifies for affordable housing under federal law and regulations.

- c. **City's Disclaimer.** Except for City's special warranty of title to be contained in the Special Warranty Deed to CDCB at closing, but subject to the limitations contained herein, City hereby specifically disclaims any warranty, guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which CDCB may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. City will convey the above identified parcels of land "as is, where is," with all faults; certifying only that there are no liens on the identified properties and the City is the current owner of the identified properties.
- d. **Environmental Disclaimer.** EXCEPT AS STATED IN THIS AGREEMENT, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY, CITY HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH CDCB MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, CITY DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. Subject to the warranties and representations made by City in this Agreement, CDCB agrees to accept the Property at Closing with the Property being in its present AS IS condition WITH ALL FAULTS.

**6. Amendments or Modifications.** No amendments or modifications to this Agreement may be made, nor any provision waived, unless the amendment or modification is made in writing and signed by persons duly authorized to sign agreements on behalf of all parties.

**7. Severability.**

- a. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under

present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, and word of this Agreement be given full force and effect for its purpose.

- b. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Program Agreement automatically.

**8. Compliance with Laws.** CDCB shall comply with all applicable federal, State, and City laws, rules, and regulations which may be relevant to CDCB's performance under this Agreement.

**9. Jurisdiction and Venue.**

- a. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.
- b. All actions brought to enforce compliance with this Agreement must be brought in Nueces County, Texas, where this Agreement was entered and must be performed.

**10. Acknowledgment and Construction of Ambiguities.** The parties expressly agree that each has independently read and does understand this Agreement. By CDCB's execution of this Agreement, CDCB agrees to be bound by the terms, covenants, and conditions contained in this Agreement. Any ambiguities in this Agreement may not be construed against the drafter.

**11. Notices.**

- a. All notices, demands, requests, or replies provided for or permitted under this Agreement, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (3) by prepaid telegram; (4) by deposit with an overnight express delivery service, for which service has been prepaid; or (5) by fax transmission.
- b. Notice deposited with the United States Postal Service in the manner described

above will be deemed effective three (3) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax transmission will be deemed effective upon transmission, with proof of confirmed delivery.

c. All such communications must only be made to the following:

**If to the City:**

City of Corpus Christi  
Housing Community Development  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277  
(361) 826-3232 Office

**If to CDCB:**

Community Development Corporation  
of Brownsville  
901 E. Levee Street  
Brownsville, Texas 78520  
(956) 541-4955 Office

**With a copy to:**

City of Corpus Christi  
Attn: City Attorney  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-3361 Office

d. Either party may change the address to which notice is sent by using a method set out above. Habitat shall notify the City of an address change within 10 working days after the address is changed.

**12. Warranties.** CDCB warrants and represents to the City the following:

a. CDCB is a duly organized Non-Profit Corporation, exempt from Federal taxation under Sec. 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is a legal entity in good standing under the laws of the State of Texas authorized to do business in the State of Texas.

b. CDCB has the authority to enter into and perform, and will perform, the terms of this Agreement.

c. CDCB has timely filed and will timely file all local, State, and federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

d. The parties executing this Agreement on behalf of CDCB are duly authorized to execute this Agreement on behalf of CDCB.

**13. Events of Default.** The following events constitute a default of this Agreement:

- a. Failure of CDCB to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of this Agreement.
- b. The City determines that any representation or warranty on behalf of CDCB contained in this Agreement or in any financial statement, certificate, report, proposal, or opinion submitted to the City in connection with this Agreement was incorrect or misleading in any material respect when made.
- c. Any judgment is assessed against CDCB or any attachment or other levy against the property of CDCB, with respect to a claim, remains unpaid, undischarged, or not dismissed for a period in excess of 30 days.
- d. CDCB has made an assignment for the benefit of creditors. Provided, however, CDCB may take out a mortgage on the lots described herein for the purposes of building single-family affordable houses on the lots.
- e. CDCB files a petition in bankruptcy or is adjudicated insolvent or bankrupt.
- f. If taxes on property owned by CDCB become delinquent and CDCB fails to timely and properly follow the legal procedures to protest or contest.

**14. Relationship of Parties.** In performing this Agreement, the City and CDCB shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-ventures, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

**15. No Assignment.** CDCB may not transfer this Agreement or any of the rights contained in this Agreement without the prior written consent of the other party to this Agreement. Provided, however, this clause shall not prevent CDCB from mortgaging the lots described herein to build single-family affordable houses on the lots as set forth herein.

**16. Disclosure of Interests.** In compliance with Section 2-349 of the City's Code of Ordinances, the Recipient shall complete the City's Disclosure of Interests form, which is attached to this Agreement as **Exhibit "B"**, the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in this Agreement.

CDCB 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>

**17. Certificate of Interested Parties. (Exhibit "C").** CDCB 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 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>.

**18. Non-discrimination.** CDCB may not discriminate nor permit discrimination against any person or group of persons on the grounds of race, gender, disability, religion, age, or national origin in any manner prohibited by the laws of the United States or the State of Texas. The City retains the right to take any action the United States or the State of Texas may direct to enforce this non-discrimination covenant.

**19. Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

**20. Entire Agreement.** This Agreement and the referenced and incorporated documents constitute the entire agreement between the City and CDCB for the purpose stated. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter of this Agreement, unless contained in this Agreement, are expressly revoked, as the parties intended to provide for a complete understanding, within the provisions of this Agreement and its referenced and incorporated documents, of the terms, conditions, promises, and covenants relating to each party's required performance under this Agreement.

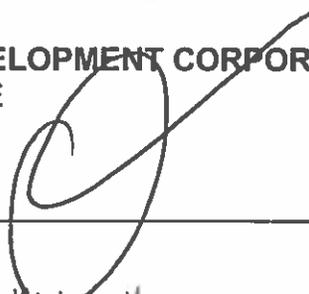
**[SIGNATURE PAGE FOLLOWS]**

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Samuel "Keith" Selman  
Interim City Manager

Date: \_\_\_\_\_

**COMMUNITY DEVELOPMENT CORPORATION  
OF BROWNSVILLE**



\_\_\_\_\_  
Name: Charles N. Mitchell  
Title: Executive Director  
Date: September 29, 2018

## EXHIBIT A

The lots to be conveyed by the City to CDCB as part of the Affordable Housing Agreement, are described as follows:

### **502 18<sup>th</sup> Street:**

**Lot Two (2), Block Five (5), H.E. Luter Partition**, City of Corpus Christi, Nueces County, Texas, according to the established map or plat thereof recorded in Volume 31, page 27A, Map and Plat Records of Nueces County, Texas.

### **508 18<sup>th</sup> Street:**

**FIRST TRACT:** Lot No. One (1), being part of Tract No. Five (5), of Luter Partition and being also known as **LOT 1 OF NEYLANDS COLONIA MEXICANA ADDITION** which plat has not been filed for record, City of Corpus Christi, Nueces County, Texas, and the tract hereby conveyed being described as follows:

BEGINNING at the point of intersection of the South line of Lot 5, of said Luter Partition with the East line of 18th Street which is the Southwest corner of Lot 5 of said Luter Partition and the Southwest corner of this tract;

THENCE in Northerly direction along the East line of 18th Street and West line of Lot 5, Luter Partition a distance of 25 feet to a point for the Northwest corner of this tract;

THENCE in an Easterly direction parallel with the South line of Lot 5 Luter Partition, 102.1 feet to a point for the Northeast corner of this tract;

THENCE in a Southerly direction parallel with the East line of 18th Street and West line of Lot 5 Luter Partition, a distance of 25 feet to point in South line of Lot 5 Luter Partition for the Southeast corner of this tract;

THENCE in a westerly direction along the Southerly line of Lot 5 Luter Partition to the place of beginning.

**SECOND TRACT:** Being part of Tract 5 of H. E. Luter Partition and being also known as **LOT 2 OF NEYLANDS COLONIA MEXICANA ADDITION**, which plat has not been filed for record, City of Corpus Christi, Nueces County, Texas, and the tract hereby conveyed being described as follows:

BEGINNING at the point of intersection of the South line of Lot or Tract 5 of said Luter Partition with the East line of 18th Street;

THENCE in a Northerly direction along the East line of 18th Street and the West line of Lot 5, Luter Partition a distance of 25 feet for POINT OF BEGINNING,

THENCE continuing same direction, a distance of 25 feet for the Northwest corner of this tract;

THENCE in an Easterly direction parallel with the South line of Lot 5 Luter Partition, 102.1 feet to a point for the Northeast corner of this tract;

THENCE in a Southerly direction parallel with the East line of 18th Street and West line of Lot 5 Luter Partition, a distance of 25 feet to a point for the Southeast corner of this tract;

THENCE in a Westerly direction along a line parallel with the South line of Lot 5 Luter Partition, 102.1 feet to the Northeast corner of this tract and PLACE OF BEGINNING.

**4238 Barrera Drive:**

The South One-half (S ½) of Lot Twelve (12), Block Three (3), Molina Addition, a subdivision in the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 9, Page 53, Map Records of Nueces County, Texas, to which reference is her made for all pertinent purposes.



**EXHIBIT B**  
**CITY OF CORPUS CHRISTI - DISCLOSURE OF INTERESTS**

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." See the definitions for the Disclosure of Interest in Section II - General Information.

COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( )  
4. Association ( ) 5. Other ( )

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach a 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)
_____	_____

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
_____	_____

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
_____	_____

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
_____	_____

**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: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT C**  
**ATTACH FORM 1295**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Community Development Corporation of Brownsville  
 Brownsville, TX United States

Certificate Number:  
 2018-404830

Date Filed:  
 09/17/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Corpus Christi

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

000000  
 Affordable Housing for City of Corpus Christi Residents

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
City of Corpus Christi	Corpus Christi (and vicinity), TX	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)