

**PARTICIPATION AGREEMENT
For Oversizing Public Improvements
Per UDC §8.4**

This PARTICIPATION AGREEMENT ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, acting by and through its City Manager, or designee, and Braselton Development Company, Ltd ("Developer"), a Texas limited partnership.

WHEREAS, the Developer, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on April 20, 2022 to develop a tract of land, to wit approximately 19.70 acres known as Saratoga Downs, Unit 4B as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, as a condition of the Plat, the Developer is required to expand, extend, and construct Stormwater Infrastructure (the "Public Improvements") as depicted on and in accordance with the improvement requirements set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

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

WHEREAS, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development where the contract establishes the limit of participation by the municipality at a level not to exceed 30 percent of the total contract price and at a level not to exceed 100 percent of the total cost for any oversizing of improvements required by the municipality, including but not limited to increased capacity of improvements to anticipate other future development in the area; and

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

NOW, THEREFORE, the Parties hereto severally and collectively agree to and, by the execution hereof, are bound by the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.:

Section 1. RECITALS.

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

Section 2. TERM.

This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. The Developer must complete the Public Improvements within 24 calendar months from the date this document is executed by the City. Time is of the essence in the performance of this contract.

Section 3. DEVELOPER PARTICIPATION.

Subject to the terms of this Agreement, **Exhibit 1**, and **Exhibit 2**, the Developer will construct the Public Improvements for and on behalf of the City in accordance with the plans and specifications approved in advance of construction by the City Engineer on behalf of the City. The parties acknowledge and confirm the total cost estimate for construction of the Public Improvements, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Developer shall pay a portion of the costs of construction of the Public Improvements. Further, subject to the limitations set forth below, the City shall pay the remaining portion of the costs of construction of the Public Improvements, designated as the total amount reimbursable by the City on the Cost Estimate.

Section 4. CITY PARTICIPATION.

Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Public Improvements shall not exceed **\$209,485.00**.

Section 5. REIMBURSEMENT.

The City shall reimburse the Developer a pro rata portion of the City's agreed costs of the Public Improvements monthly, based on the percentage of construction completed less the Developer's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Such reimbursement will be made payable to the Developer at the address shown in Section 6 of this Agreement. Prior to reimbursement, Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.

Section 6. 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:

Braselton Development Company, Ltd.
5337 Yorktown Boulevard, Suite 10-D
Corpus Christi, Texas 78401

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.

Section 7. PLANS AND SPECIFICATIONS.

a. Developer shall contract with a professional engineer licensed in the State of Texas to prepare plans and specifications for the Public Improvements. The plan must be in compliance with the City's UDC, Comprehensive Plan, applicable area development and master plans, the approved Mobility Plan, and the Design Standards.

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

Section 8. EASEMENTS.

Prior to the start of construction of the Wastewater Improvements, Developer shall acquire and dedicate to the City the required additional public right of way easements ("Easements"), if any, necessary for the completion of the Public Improvements. If any of the property needed for the Easements is owned by a third party and the Developer is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be completely responsible for cost of acquisition.

Section 9. PERFORMANCE BOND.

Developer shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the project cost is in excess of \$100,000 and a payment bond if the project cost is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas

Government Code 2253, and all other applicable laws and regulations. The amount of the performance and payment bonds shall be the full cost of the Public Improvements. The performance and/or payment bond must name the City as an obligee. If the Developer is not an obligor, then Developer shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

Section 10. INSURANCE.

Insurance requirements are as stated in **Exhibit 4**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Development Services Department. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

Section 11. CONSTRUCTION CONTRACT DOCUMENTS.

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

Section 12. INSPECTIONS.

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

Section 13. WARRANTY.

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

Section 14. INDEMNIFICATION.

Developer covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") from, and against, any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, fines, and judgments recovered from or asserted against Indemnitees on account

of injury or damage to person [including without limitation on the foregoing, workers compensation and death claims], or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the construction, existence, use, operation, maintenance, alteration, repair, or removal of any Public Improvements installed by or on behalf of the Developer including the injury, loss or damage caused by the contributory or concurrent negligence of the indemnitees or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorney's fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

This indemnity specifically includes all claims, damages, and liabilities of whatever nature, foreseen or unforeseen, under any hazardous substance laws, including but not limited to the following:

- (a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the fees charged by attorneys, environmental consultants, engineers, surveyors, and expert witnesses.
- (b) any costs incurred attributable to the breach of any warranty or representation made by Developer in this agreement, or any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.

This indemnity shall survive the expiration or earlier termination of the agreement.

Section 15. DEFAULT.

The following events shall constitute default:

- a. Developer fails to submit plans and specifications for the Public Improvements to the Executive Director of Public Works in advance of construction.
- b. Developer does not reasonably pursue construction of the Public Improvements under the approved plans and specifications.

c. Developer fails to complete construction of the Public Improvements, under the approved plans and specifications, on or before the time specified in Section 2 of this agreement.

d. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 16. 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 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 fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section 6, of the need to perform the obligation or duty and, should the Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer.

e. In the event of an uncured default by the Developer, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:

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;

3. Bring Suit to enforce any provision of this agreement including the obligations to repair and replace.

4. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer has all its remedies at law or in equity for such default.

Section 17. 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 a public enemy; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

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 10 days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 18. PROJECT CONTRACTS.

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

Section 19. DISCLOSURE OF INTEREST.

In compliance with Corpus Christi Code of Ordinance Sec. 2-349, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Section 20. CERTIFICATE OF INTERESTED PARTIES.

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

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

(1) persons with a "controlling interest" in the entity, which includes:

- a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
- b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

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

Section 21. CONFLICT OF INTEREST.

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

Section 22. SEVERABILITY.

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

Section 23. COOPERATION.

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

Section 24. ENTIRE AGREEMENT.

Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 25. AMENDMENTS.

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

Section 26. APPLICABLE LAW; VENUE.

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

Section 27. INDEPENDENT CONTRACTOR.

Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees,

contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 28. NON-APPROPRIATION.

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

Section 29. WAIVER OF TRIAL BY JURY.

City and Developer agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

Section 30. ATTORNEY FEES.

In the event that any action is instituted by City to enforce or interpret any of the terms hereof, City shall be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by City with respect to such action, unless as a part of such action, the court of competent jurisdiction determines that each of the material assertions made by City as a basis for such action were not made in good faith or were frivolous. In the event of an action instituted by or in the name of the Developer under this Agreement or to enforce or interpret any of the terms of this Agreement, City shall be entitled to be paid all court costs and expenses, including attorneys' fees, incurred by City in defense of such action (including with respect to City's counterclaims and cross-claims made in such action), unless as a part of such action the court determines that each of City's material defenses to such action were made in bad faith or were frivolous.

Section 31. NO WAIVER.

The failure of the City to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver of any of the City's rights under this agreement or deprive the City of the right thereafter to insist upon strict adherence to that term or any other term of this agreement.

Section 32. AUTHORITY.

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

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

DEVELOPER:

Braselton Development Company, Ltd, a Texas Limited Partnership

By: Braselton Management Company, LLC, a Texas Limited Liability Company, its general partner.

By: _____

Fred Braselton,
President, Braselton Management Company, LLC

STATE OF TEXAS

§

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____,
2024, by Fred Braselton, for Braselton Development Company, Ltd, a Texas limited
partnership, on behalf of said company.

Notary Public's Signature

EXECUTED IN ONE ORIGINAL this _____ day of _____, 2024.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Albert J. Raymond III AIA, CBO
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

General Notes:

1. Total platted area contains 19.70 Acres of Land. (Includes Street Dedication)
2. The yard requirement, as depicted is a requirement of the Unified Development Code and is subject to change as the zoning may change.
3. The receiving water for the storm water runoff from this property is the Oso Creek. The TCEQ has not classified the aquatic life use for the Oso Creek, but it is recognized as an environmentally sensitive area. The Oso Creek flows directly into the Oso Bay. The TCEQ has classified the aquatic life use for the Oso Bay as "exceptional" and "oyster waters" and categorized the receiving water as "contact recreation" use.
4. Driveway access is prohibited from Lands Road to Lot 8, Block 7; and Lots 1 through 30, Block 5.
5. Driveway access is prohibited from Martin Street to Lot 1, Block 3; Lots 1 and 60, Block 4; and Lot 1, Block 5.
6. Driveway access is prohibited from Annsen Lane to Lots 30 and 31, Block 4; and Lot 30, Block 5.
7. Driveway access is prohibited from Noraa Street to Lot 1, Block 7.

Surveyor's Notes:

1. Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and is based on the North American Datum of 1983(2011) Epoch 2010.00.
2. 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set at all lot corners, unless otherwise noted.
3. Existing Flood Map, by graphic plotting only, this property is currently in Zone "c" of the Flood Insurance Rate Map (FIRM), Community Panel Number 485464 0277 C, City of Corpus Christi, Texas, which bears an revised date of July 18, 1985 and is not in a Special Flood Hazard Area. The existing FIRM Panel 485464 0277 C is based on the National Geodetic Vertical Datum of 1929 (NGVD).
4. Proposed Flood Map, this property is proposed to lie within Zone "X" of the Flood Insurance Rate Map (FIRM), Community Panel Number 48355C0505G, Nueces County, Texas, which bears a revised preliminary date of May 30, 2018. The Proposed FIRM Panel 48355C0505G is based on the North American Vertical Datum of 1988 (NAVD88).

State of Texas
County of Nueces

Braselton Development Company, Ltd., a Texas limited partnership, hereby certifies that it is the owner of the lands embraced within the boundaries of Lot 1, Block 6, as shown on the foregoing plat; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated, to the public use forever; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the _____ day of _____, 20_____.

By: Braselton Development Company, Ltd., a Texas limited partnership

By: Braselton Management Company, LLC, its general partner

By: _____
Fred Braselton, President

State of Texas
County of Nueces

This instrument was acknowledged before me by Fred Braselton, as President of Braselton Management Company, LLC, general partner of Braselton Development Company, Ltd., a Texas limited partnership, on behalf of said entity in said capacity.

This the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Exhibit 1

Plat of Saratoga Downs Unit 4B

19.70 Acres, being a portion of Lot 6, Section 7, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48, Map Records of Nueces County, Texas, said portion of Lot 6, Section 7, being a portion of a 34.96 Acre Tract, as described in a Correction Affidavit as to General Warranty Deed from Zeba, LLC to MVR Construction Company, recorded in Document No. 2021014902, Official Public Records of Nueces County, Texas.

State of Texas
County of Nueces

MVR Construction Company, a Texas corporation, hereby certifies that it is the owner of the lands embraced within the boundaries of the foregoing plat, with the exception of Lot 1, Block 6, Saratoga Down Unit 3; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated to the public use forever; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the _____ day of _____, 20_____.

By: MVR Construction Company, a Texas corporation

By: _____
Mohammad Rezaei Nazari, Director

By: _____
Vahid Rezaei Nazari, Director

By: _____
Reza Haddadzadeh, Director

State of Texas
County of Nueces

This instrument was acknowledged before me by Mohammad Rezaei Nazari, as Director MVR Construction Company, a Texas corporation, on behalf of said corporation.

This the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

State of Texas
County of Nueces

This instrument was acknowledged before me by Vahid Rezaei Nazari, Director, as Director MVR Construction Company, a Texas corporation, on behalf of said corporation.

This the _____ day of _____, 20_____.

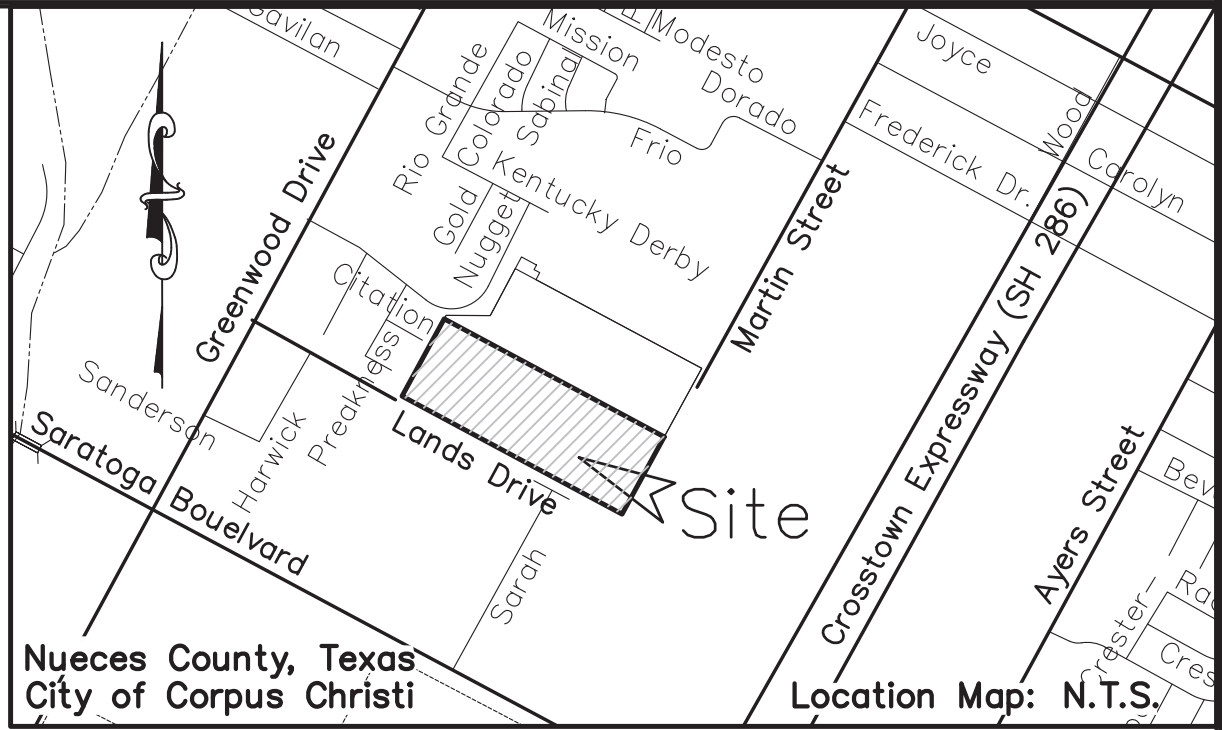
Notary Public in and for the State of Texas

State of Texas
County of Nueces

This instrument was acknowledged before me by Reza Haddadzadeh, as Director MVR Construction Company, a Texas corporation, on behalf of said corporation.

This the _____ day of _____, 20_____.

Notary Public in and for the State of Texas



APPROVED

APRIL 20, 2022, PC

CONDITIONALLY

State of Texas
County of Nueces

This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas.

This the _____ day of _____, 20_____.

Brett Flint, P.E.
Development Services Engineer

State of Texas
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission.

This the _____ day of _____, 20_____.

Al Raymond, III, AIA
Secretary

Daniel M. Dibble
Chairman

State of Texas
County of Nueces

I, Kara Sands, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument dated the ____ day of _____, 20_____, with its certificate of authentication was filed for record in my office the ____ day of _____, 20_____. At _____ O'clock _____M., and duly recorded the ____ day of _____, 20_____, at _____ O'clock _____M., in said County in Volume _____, Page _____, Map Records.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year last written.

No. _____
Filed for Record
at _____ O'clock _____M.
_____, 20_____

Kara Sands, County Clerk
Nueces County, Texas

By: _____
Deputy

State of Texas
County of Nueces

I, Brian D. Lorentson, a Registered Professional Land Surveyor for Urban Engineering, have prepared the foregoing map from a survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown herein and to complete such operations with due and reasonable diligence consistent with sound professional practice.

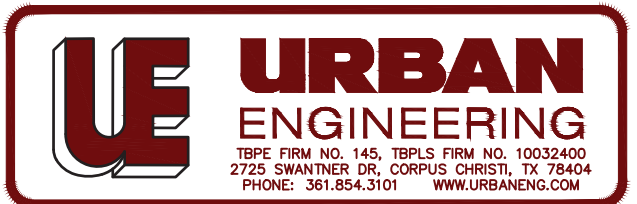
This the _____ day of _____, 20_____.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Brian D. Lorentson, R.P.L.S.
Texas License No. 6839

Revised: 4/10/2022
Submitted: 2/16/2022
SCALE: None
JOB NO.: 04916.C2.00
SHEET: 1 of 2
DRAWN BY: JAB

©2022 by Urban Engineering
urbansurvey1@urbaneng.com

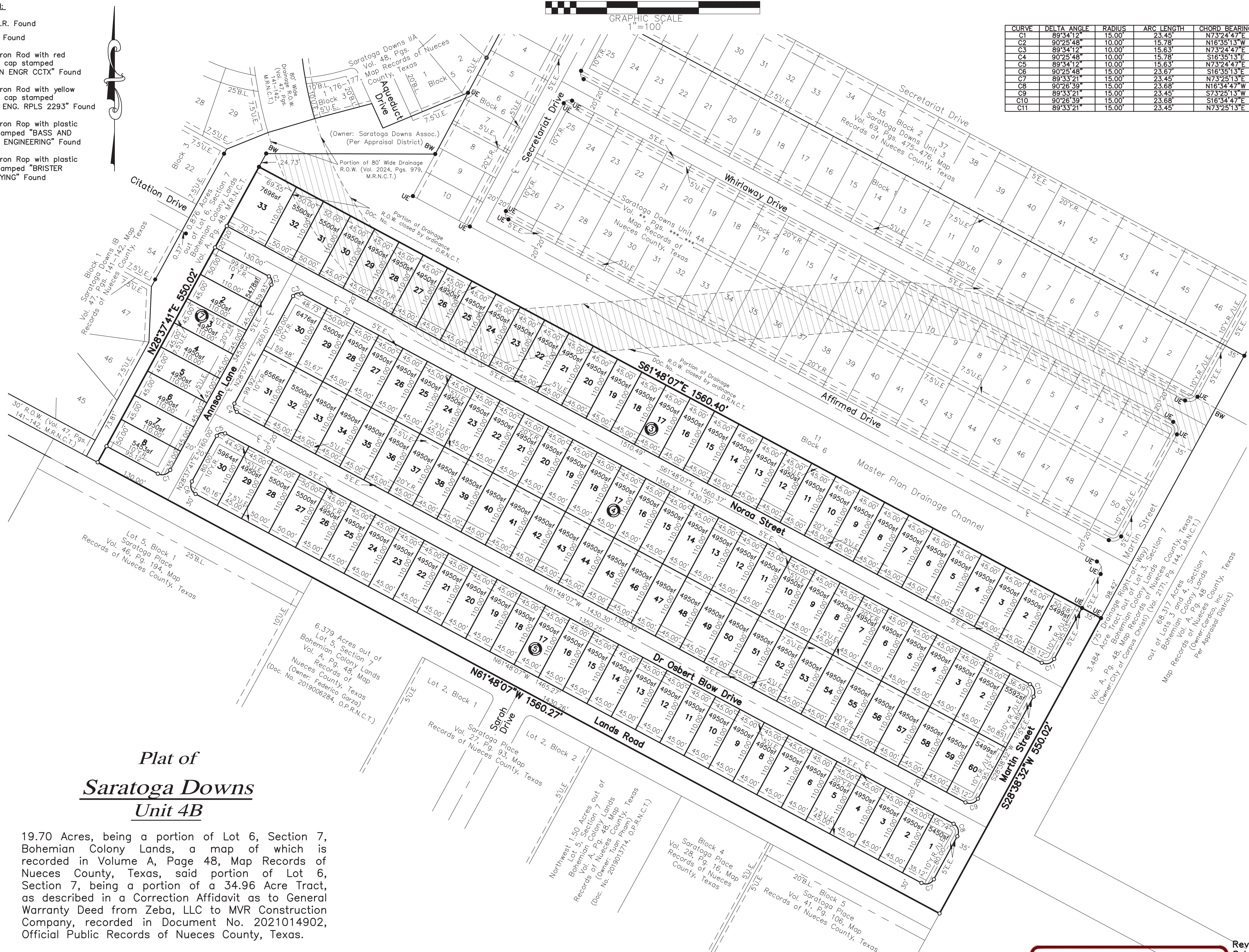


Legend:

- 5/8" I.R. Found
- 1" I.P. Found
- UE • 5/8" Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Found
- VE • 5/8" Iron Rod with yellow plastic cap stamped "VOSS ENG. RPLS 2293" Found
- BW • 5/8" Iron Rod with plastic cap stamped "BASS AND WELSH ENGINEERING" Found
- BS • 5/8" Iron Rod with plastic cap stamped "BRISTER SURVEYING" Found



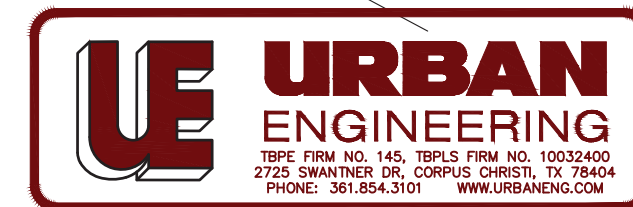
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	89°34'12"	15.00'	23.45'	N73°24'47"E	21.13'
C2	90°25'48"	10.00'	15.78'	N16°35'13"W	14.20'
C3	89°34'12"	10.00'	15.63'	N73°24'47"E	14.09'
C4	90°25'48"	10.00'	15.78'	S16°35'13"E	14.20'
C5	89°34'12"	10.00'	15.63'	N73°24'47"E	14.09'
C6	90°25'48"	15.00'	23.67'	S16°35'13"E	21.29'
C7	89°33'21"	15.00'	23.45'	N73°25'13"E	21.13'
C8	90°26'39"	15.00'	23.68'	N16°34'47"W	21.30'
C9	89°33'21"	15.00'	23.45'	S73°25'13"E	21.13'
C10	90°26'39"	15.00'	23.68'	S16°34'47"E	21.30'
C11	89°33'21"	15.00'	23.45'	N73°25'13"E	21.13'



**Plat of
Saratoga Downs
Unit 4B**

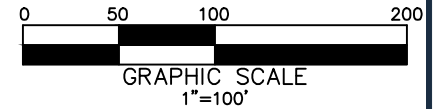
19.70 Acres, being a portion of Lot 6, Section 7, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48, Map Records of Nueces County, Texas, said portion of Lot 6, Section 7, being a portion of a 34.96 Acre Tract, as described in a Correction Affidavit as to General Warranty Deed from Zeba, LLC to MVR Construction Company, recorded in Document No. 2021014902, Official Public Records of Nueces County, Texas.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

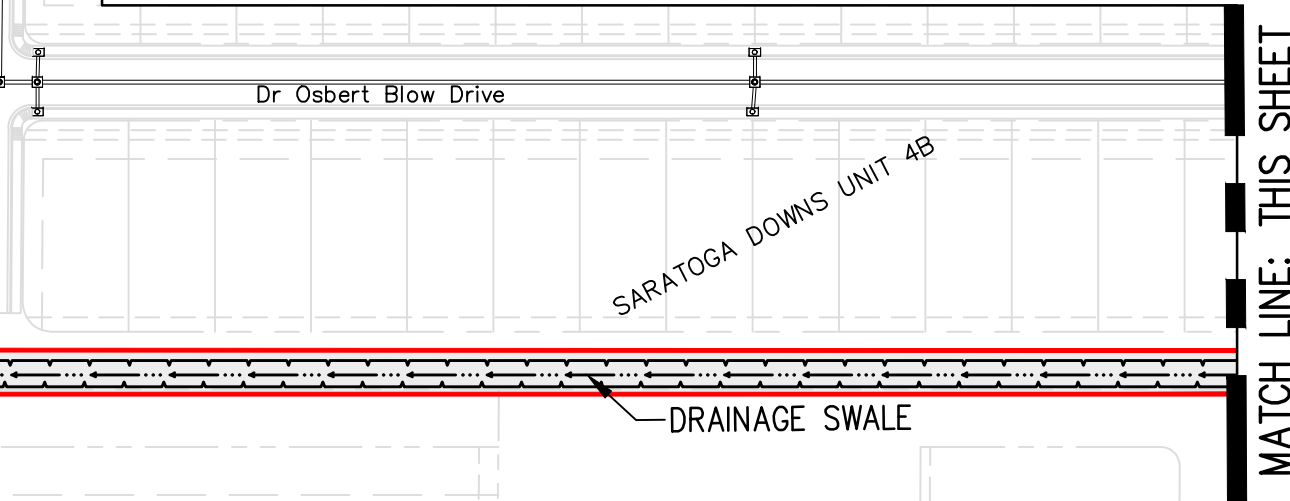
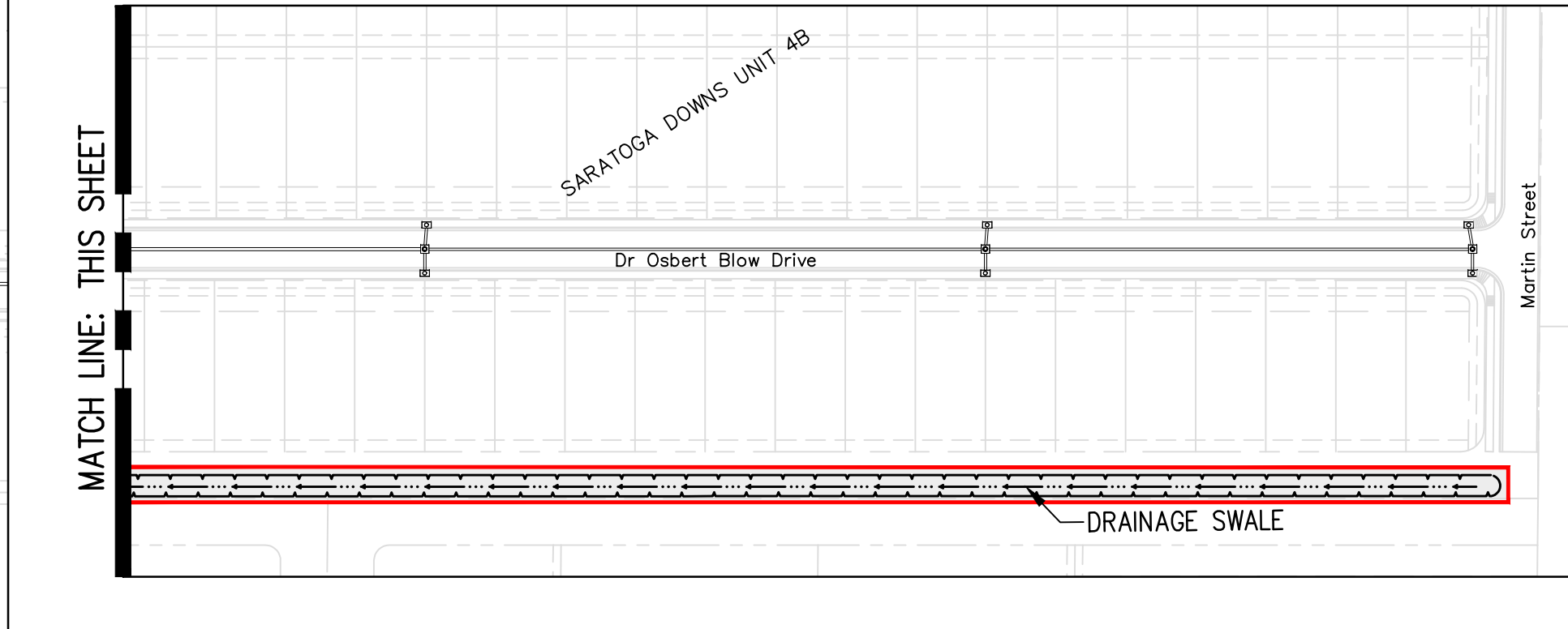
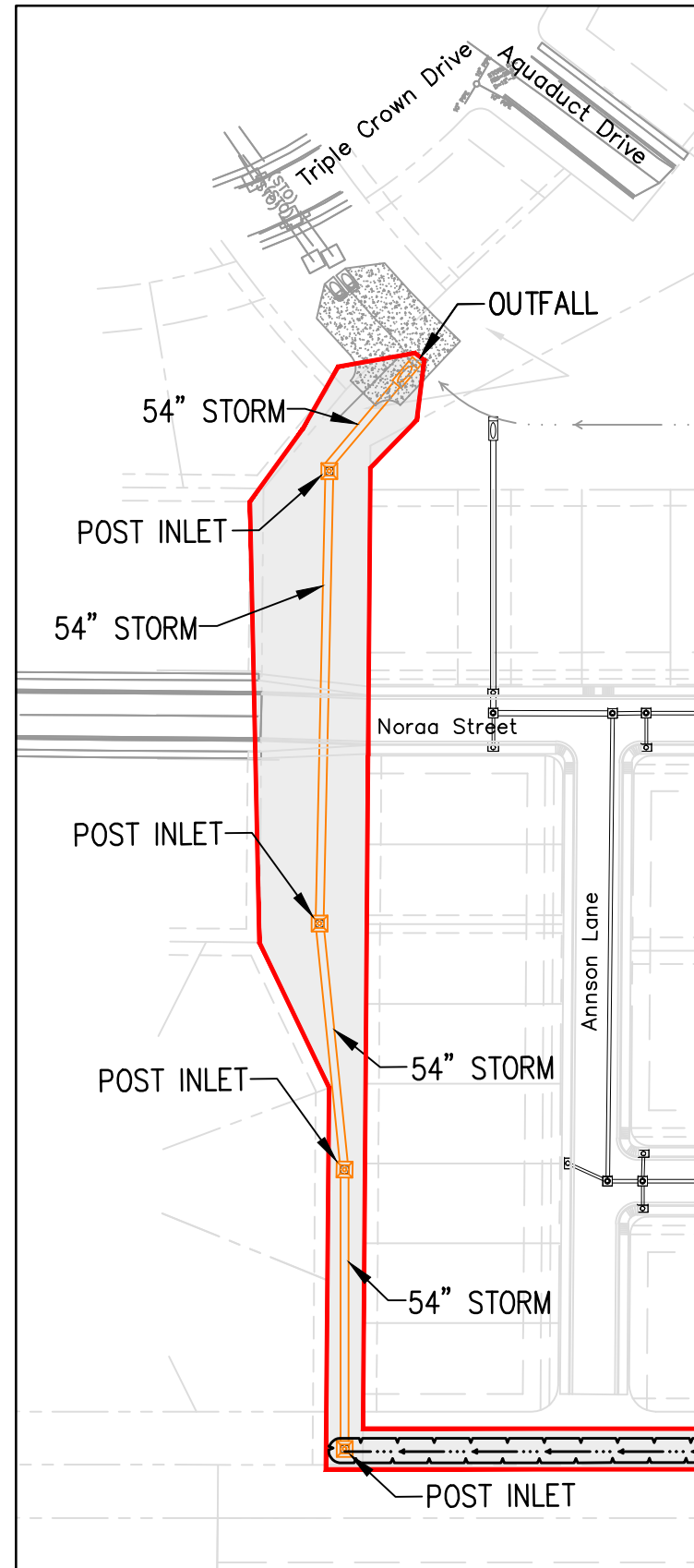


Revised: 4/10/2022
Submitted: 2/16/2022
SCALE: 1"=100'
JOB NO.: 04916.C2.00
SHEET: 2 of 2
DRAWN BY: JAB
©2022 by Urban Engineering
urbansurvey1@urbaneng.com

Exhibit 2



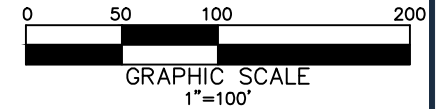
NOTES:
THE HIGHLIGHTED IMPROVEMENTS ARE REQUIRED FOR DRAINAGE OF OFF-SITE AREAS. WITHOUT OFFSITE DRAINAGE CONTRIBUTIONS THE HIGHLIGHTED IMPROVEMENTS WOULD NOT BE REQUIRED AS PART OF THE DEVELOPMENT OF THE SUBJECT PROJECT.



LEGEND	
	(STO) EX. STORM DRAINAGE LINE
	STORM PIPE
	STORM OUTFALL
	AREA OF IMPROVEMENTS FOR CITY PARTICIPATION REQUEST

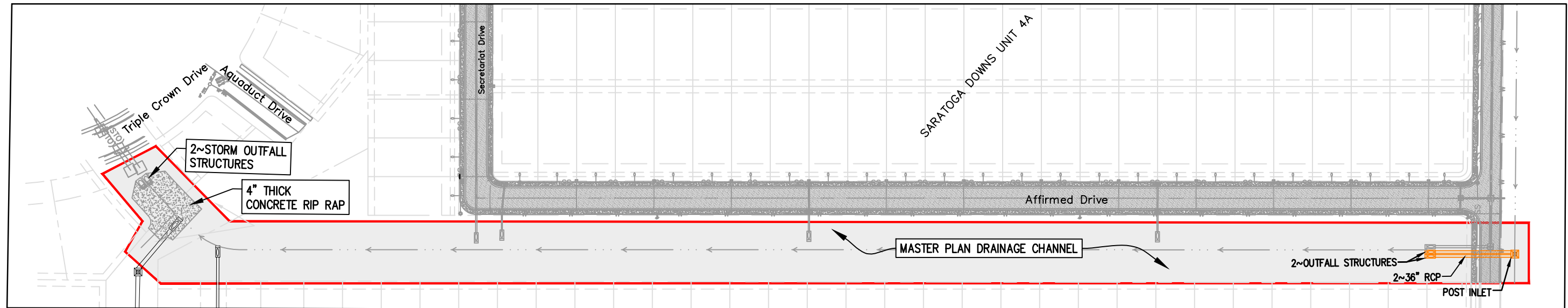
LEGEND

	(STO)	EX. STORM DRAINAGE LINE
		STORM PIPE
		STORM OUTFALL
		AREA OF IMPROVEMENTS FOR CITY PARTICIPATION REQUEST

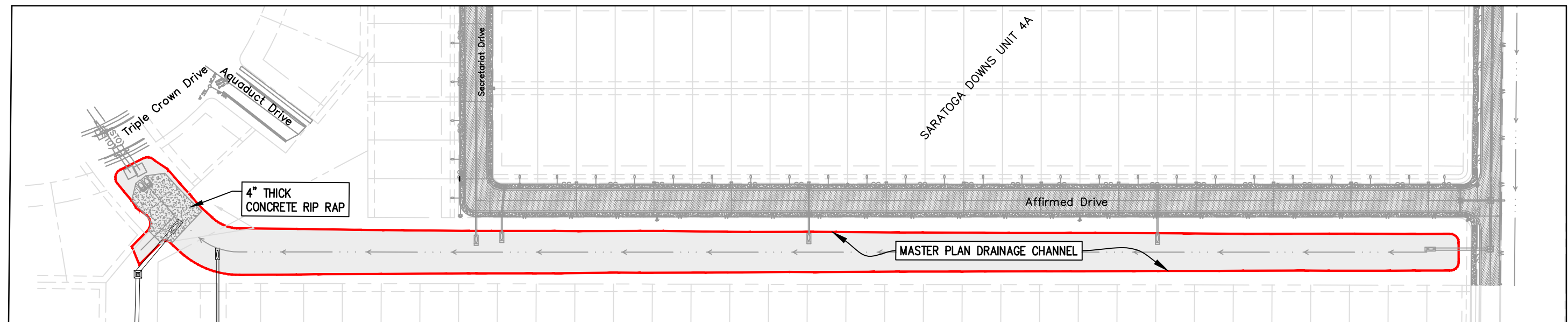


NOTES:
THE HIGHLIGHTED IMPROVEMENTS ARE REQUIRED FOR DRAINAGE OF OFF-SITE AREAS. WITHOUT OFFSITE DRAINAGE CONTRIBUTIONS THE HIGHLIGHTED IMPROVEMENTS WOULD NOT BE REQUIRED AS PART OF THE DEVELOPMENT OF THE SUBJECT PROJECT.

REQUIRED OVERSIZED WITH OFF-SITE RUNOFF



REQUIRED WITHOUT OFF-SITE RUNOFF



SHEET 2 OF 2

EXHIBIT - PUBLIC IMPROVEMENTS FOR CITY PARTICIPATION REQUEST FOR SARATOGA DOWNS, UNIT 4B

Exhibit 3

Client:
Braselton Development Company

**Opinion of
Probable Construction Cost**

York Engineering, Inc.
Date: 09/06/2023

Saratoga Downs Subdivision, Unit 4B					
Stormwater Infrastructure and Master Drainage Channel Reimbursement					
Item	Description	Quantity	Unit	Unit Price	Total Amount
A	OVERSIZED WITH OFF-SITE RUNOFF				
1	Clearing and Grubbing	4.5	AC	\$ 750.00	\$ 3,375.00
2	Excavation (in-place quantity)	15,744	CY	\$ 10.00	\$ 157,440.00
3	Embankment (in-place quantity)	437	CY	\$ 5.00	\$ 2,185.00
4	36" RCP	175	LF	\$ 150.00	\$ 26,250.00
5	54" High-Density Polyethylene Pipe (HDPP)	630	LF	\$ 140.00	\$ 88,200.00
6	OSHA Trench Protection	805	LF	\$ 4.00	\$ 3,220.00
7	4'x4' Post Inlet	5	EA	\$ 5,500.00	\$ 27,500.00
8	Outfall Structure	3	EA	\$ 2,500.00	\$ 7,500.00
9	4" Concrete Rip Rap	3,642	SF	\$ 15.00	\$ 54,630.00
TOTAL ITEM A - OVERSIZED WITH OFF-SITE RUNOFF:					\$ 370,300.00
B	WITHOUT OFF-SITE RUNOFF:				
1	Clearing and Grubbing	3.1	AC	\$ 750.00	\$ 2,325.00
2	Excavation (in-place quantity)	10,386	CY	\$ 10.00	\$ 103,860.00
3	4" Concret Rip Rap	3,642	SF	\$ 15.00	\$ 54,630.00
TOTAL ITEM B - WITHOUT OFF-SITE RUNOFF:					\$ 160,815.00
REIMBURSABLE AMOUNT (TOTAL ITEM A - TOTAL ITEM B)					\$ 209,485.00

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Contractor shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy and Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal and Advertising Injury 8. Professional Liability (if applicable) 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (for paid employees)	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROPERTY INSURANCE	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

- C. In the event of accidents of any kind related to this project, Contractor shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4555- Fax #

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
 - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations and completed operations and activities under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



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: Braselton Development Company, Ltd

STREET: 5337 Yorktown Blvd

CITY: Corpus Christi, Texas

ZIP: 78413

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

Job Title and City Department (if known)

none

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

none

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

none

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

none

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: Fred Braselton
(Print Name)

Title: President

Signature of Certifying Person: 

Date: 9/5/23