

PARTICIPATION AGREEMENT

STATE OF TEXAS §

COUNTY OF NUECES §

THIS PARTICIPATION AGREEMENT (hereinafter "Agreement") is entered into between the City of Corpus Christi (the "City"), a Texas Home-Rule Municipal Corporation, P. O. Box 9277, Corpus Christi, Texas 78469-9277 and Alty Enterprises, Inc. ("Owner") 3801 Cassowary Court, Corpus Christi, Texas 78414.

WHEREAS, the Owner owns certain real property located in Nueces County, Texas, being 7.818 acres out of Lots 3 and 4, Section 25, Flour Bluff and Encinal Farm and Garden Tracts (the "Property") as shown on the attached final plat (**Exhibit 1**) and Owner desires to plat the Property designated on **Exhibit 1** as Greystone Subdivision Unit 3, hereinafter referred to as "Plat"; and

WHEREAS, as a condition of the Plat, Owner is required to extend and construct Sydney Street from its existing terminus for a distance of approximately two hundred sixty (260) feet to its proposed terminus at the east end of the proposed development as depicted on and in accordance with the improvement requirements set forth on **Exhibit 2** (the "Roadway Extension"); and

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

WHEREAS, Chapter 212 of the Texas Local Government Code authorizes a municipality to make a contract with an owner of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

WHEREAS, this Agreement complies with Texas Local Government Code § 212.071 et seq. and the Unified Development Code, Section 8.4.1 (A).

NOW, THEREFORE, in order to provide a coordinated public street construction project, the City and Owner agree as follows:

Subject to the terms of this Agreement and the Plat attached and incorporated as **Exhibit 1**, Owner will construct the Roadway Extension for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

The parties acknowledge and confirm the Preliminary Reimbursement Cost Estimate for construction of the Roadway Extension, attached and incorporated as **Exhibit 3** (the "Cost Estimate"). Subject to the limitation below, Owner shall pay a portion of the costs of construction of the Roadway Extension. Subject to the limitation set forth below, the City shall pay the remaining portion of the costs of construction of the Roadway Extension, designated as the total amount reimbursable on the Cost Estimate attached as **Exhibit 3**.

Notwithstanding any other provision of this Agreement, the total that the City shall pay for the City's agreed share of the costs of the Roadway Extension shall not exceed **\$44,885.66**.

The City shall reimburse the Owner the City's agreed costs of the Roadway Extension monthly based on the percentage of construction completed upon receipt of Owner's invoice for the work performed. Such reimbursement shall be made payable to:

Alty Enterprises, Inc.
Attn: Louis Alty, President
3801 Cassowary Court
Corpus Christi, Texas 78414

The invoices must be paid no later than thirty (30) days from the date of the Owner's invoice. Owner shall submit all required performance bonds and proof of required insurance in accordance with applicable laws. Owner shall submit standard contract documents for review and approval. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify Owner of any defect, deficiency or other non-approved condition in the progress of the Roadway Extension.

In accordance with Section 212.073, Texas Local Government Code, Owner shall cause the construction contractor that Owner engages to construct the Roadway Extension to execute a performance bond for the construction of the Roadway Extension improvements to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code.

OWNER COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM CITY 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, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF GREYSTONE SUBDIVISION UNIT 3 DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF 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 ATTORNEYS FEES, WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT. THIS INDEMNITY SURVIVES TERMINATION OF THIS AGREEMENT.

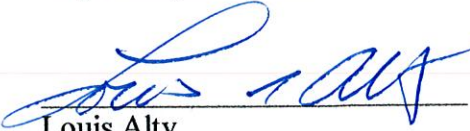
In compliance with City of Corpus Christi Ordinance No. 17112, Owner agrees to complete the Disclosure of Ownership Interests form **Exhibit 4 (attached and incorporated)**.

This Agreement shall be executed in triplicate, all original copies of which shall be considered one instrument. *This Agreement becomes effective and is binding upon, and inures to the benefit of the City and Owner from and after the date that all original copies have been executed by all signatories.

EXECUTED in triplicate originals *this 11TH day of MAY, 2012.

Signatures are found on Pages 4 and 5.

OWNER:
Alty Enterprises, Inc.




Louis Alty
President

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on MAY 11, 2012, by Louis Alty, President, Alty Enterprises, Inc.





Notary Public, State of Texas

CITY OF CORPUS CHRISTI (“City”)

P. O. Box 9277
Corpus Christi, Texas 78469
Telephone: (361) 880-3500
Facsimile: (361) 880-3501

ATTEST:

By: _____
Armando Chapa
City Secretary

By: _____
Ronald L. Olson
City Manager

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was signed by Armando Chapa, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 20__.

Notary Public, State Of Texas

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was signed by Ronald Olson, City Manager, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 20__.

Notary Public, State Of Texas

State of Texas
County of Nueces
AMERICAN BANK, N.A., a National Association, hereby certifies that it holds a lien on the
foregoing property and that it approves of the subdivision and dedication for the purposes and considerations
therein expressed.

This the _____ day of _____, 20____

AMERICAN BANK, N.A.

By: JAMES T. PICKETT, Construction Lending Officer

State of Texas
County of Nueces

This instrument was acknowledged before me by JAMES T. PICKETT, as Construction Lending
Officer of AMERICAN BANK, N.A., a National Association, on behalf of said Bank.

This the _____ day of _____, 20____

Notary Public In and for the State of Texas

State of Texas
County of Nueces

ALTY ENTERPRISES, INC., hereby certifies that it is the owner of all of the property shown
within the boundaries of the foregoing plat, save and except Lot 21, Block 1 (Greystone
Park), that has been sold and subdivided as shown. That the plat and subdivision shown are
correctly shown and that the same are correct and true and that the same 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: ALTY ENTERPRISES, INC.

By: LOUIS ALTY, President

State of Texas
County of Nueces

This instrument was acknowledged before me by LOUIS ALTY, as President of ALTY
ENTERPRISES, INC., 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

THE CITY OF CORPUS CHRISTI, hereby certifies that it is the owner of Lot 21, Block 1
(Greystone Park), of the foregoing plat; that it has had said lands surveyed and subdivided
as shown, that elements as shown are dedicated to the public use for the installation,
description and dedication.

This the _____ day of _____, 20____

By: THE CITY OF CORPUS CHRISTI

By: RONALD L. OLSON

State of Texas
County of Nueces

This instrument was acknowledged before me by RONALD L. OLSON, on behalf of THE CITY
OF CORPUS CHRISTI.

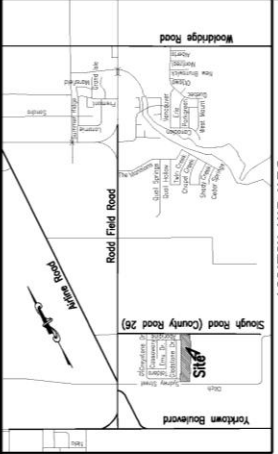
This the _____ day of _____, 20____

Notary Public In and for the State of Texas

**Plat of
Greystone Subdivision Unit 3**

7.818 acres of land out of Lots 3 and 4, Section 25, Flour
Bath and Encino Farm and Garden Tracts, a map of which is
on file in Volume 4, Pages 41-43, Map Records of Nueces
County, Texas.

- Notes:
- Total platted area contains 7.818 acres of land (includes park dedication).
 - Set 5/8 inch iron rods with red plastic cap stamped "URBAN ENGR C.C. TX" at all lot corners, except where noted.
 - The receiving water for the storm water runoff from this property is the Oso Bay. The receiving water is "exceptional" and "oyster waters". The TCEQ also categorized the receiving water as "contact recreation" use.
 - Bearings are based on the recorded plat of Greystones Subdivision, Unit 1, a plat which is recorded in Volume 65, Pages 4 and 5, Map Records of Nueces County, Texas.
 - By graphic platting only, this property is in Zones "B" and "C" on Flood Hazard Map of the City of Corpus Christi, Texas, which bears an effective date of March 18, 1985 and is not in a Special Flood Hazard Area.
 - No Driveway Access to be permitted along Slough Road.
 - Contours shown are based on NGVD 29 datum.
 - Alty Enterprises, Inc. is the owner of 7.820 acres of land. The City of Corpus Christi is the owner of 0.288 acres of land.
 - Greystone Park (Lot 21, Block 1) has been dedicated to the City by separate instrument.



State of Texas
County of Nueces
I, Juan J. Solozar, a Registered Professional Land Surveyor for Urban Engineering, have prepared the
foregoing plat and subdivision shown hereon. I have personally surveyed the property and, 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____

Juan J. Solozar, R.P.L.S.
Texas License No. 4809

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____

Armando Gutierrez, Jr., 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____

Rudy Garza, Chairman
Rudy Garza, A.I.C.P.
Secretary

State of Texas
County of Nueces

I, Diana T. Barrows, Clerk of the County Court, in and for said County do hereby certify that the
aforegoing 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.,
in said County in Volume _____ Page _____ day of _____, 20____ at _____ o'clock _____ M.

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

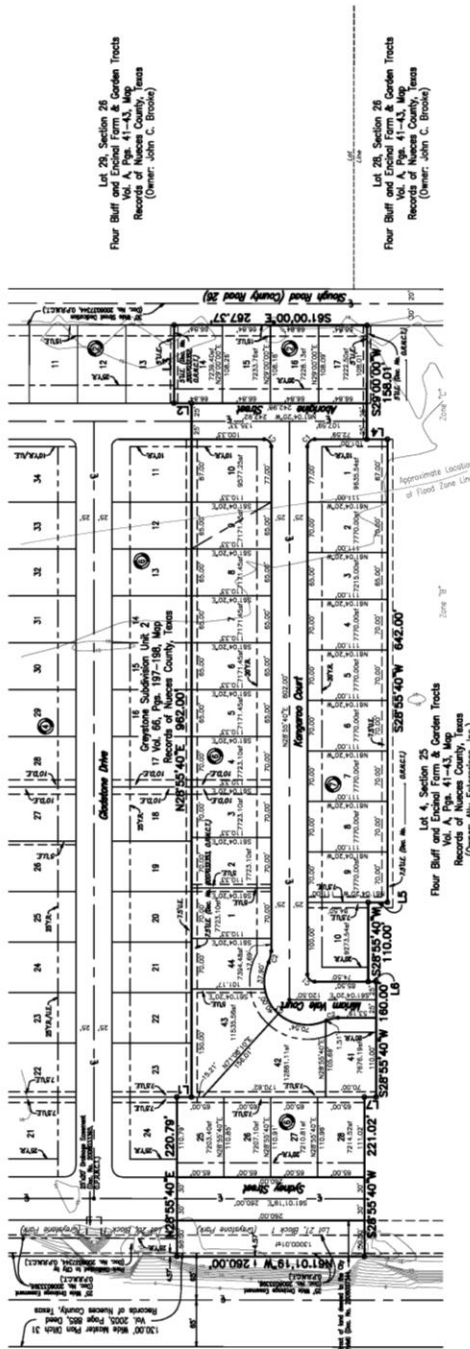
By: _____
Diana T. Barrows, County Clerk
Nueces County, Texas

By: _____
Deputy



LINE	BEARING	DISTANCE
L1	S81°04'20"W	25.50
L2	S89°00'00"W	10.00
L3	S81°04'20"W	18.71
L4	S89°00'00"W	10.00
L5	S81°04'20"W	18.71
L6	S89°00'00"W	10.00
L7	S81°04'20"W	18.71
L8	S89°00'00"W	10.00
L9	S81°04'20"W	18.71
L10	S89°00'00"W	10.00
L11	S81°04'20"W	18.71
L12	S89°00'00"W	10.00
L13	S81°04'20"W	18.71
L14	S89°00'00"W	10.00
L15	S81°04'20"W	18.71
L16	S89°00'00"W	10.00
L17	S81°04'20"W	18.71
L18	S89°00'00"W	10.00
L19	S81°04'20"W	18.71
L20	S89°00'00"W	10.00
L21	S81°04'20"W	18.71
L22	S89°00'00"W	10.00
L23	S81°04'20"W	18.71
L24	S89°00'00"W	10.00
L25	S81°04'20"W	18.71
L26	S89°00'00"W	10.00
L27	S81°04'20"W	18.71
L28	S89°00'00"W	10.00
L29	S81°04'20"W	18.71
L30	S89°00'00"W	10.00
L31	S81°04'20"W	18.71
L32	S89°00'00"W	10.00
L33	S81°04'20"W	18.71
L34	S89°00'00"W	10.00
L35	S81°04'20"W	18.71
L36	S89°00'00"W	10.00
L37	S81°04'20"W	18.71
L38	S89°00'00"W	10.00
L39	S81°04'20"W	18.71
L40	S89°00'00"W	10.00
L41	S81°04'20"W	18.71
L42	S89°00'00"W	10.00
L43	S81°04'20"W	18.71
L44	S89°00'00"W	10.00
L45	S81°04'20"W	18.71
L46	S89°00'00"W	10.00
L47	S81°04'20"W	18.71
L48	S89°00'00"W	10.00
L49	S81°04'20"W	18.71
L50	S89°00'00"W	10.00
L51	S81°04'20"W	18.71
L52	S89°00'00"W	10.00
L53	S81°04'20"W	18.71
L54	S89°00'00"W	10.00
L55	S81°04'20"W	18.71
L56	S89°00'00"W	10.00
L57	S81°04'20"W	18.71
L58	S89°00'00"W	10.00
L59	S81°04'20"W	18.71
L60	S89°00'00"W	10.00
L61	S81°04'20"W	18.71
L62	S89°00'00"W	10.00
L63	S81°04'20"W	18.71
L64	S89°00'00"W	10.00
L65	S81°04'20"W	18.71
L66	S89°00'00"W	10.00
L67	S81°04'20"W	18.71
L68	S89°00'00"W	10.00
L69	S81°04'20"W	18.71
L70	S89°00'00"W	10.00
L71	S81°04'20"W	18.71
L72	S89°00'00"W	10.00
L73	S81°04'20"W	18.71
L74	S89°00'00"W	10.00
L75	S81°04'20"W	18.71
L76	S89°00'00"W	10.00
L77	S81°04'20"W	18.71
L78	S89°00'00"W	10.00
L79	S81°04'20"W	18.71
L80	S89°00'00"W	10.00
L81	S81°04'20"W	18.71
L82	S89°00'00"W	10.00
L83	S81°04'20"W	18.71
L84	S89°00'00"W	10.00
L85	S81°04'20"W	18.71
L86	S89°00'00"W	10.00
L87	S81°04'20"W	18.71
L88	S89°00'00"W	10.00
L89	S81°04'20"W	18.71
L90	S89°00'00"W	10.00
L91	S81°04'20"W	18.71
L92	S89°00'00"W	10.00
L93	S81°04'20"W	18.71
L94	S89°00'00"W	10.00
L95	S81°04'20"W	18.71
L96	S89°00'00"W	10.00
L97	S81°04'20"W	18.71
L98	S89°00'00"W	10.00
L99	S81°04'20"W	18.71
L100	S89°00'00"W	10.00

CURVE	DELTA ANGLE	BACKSIGHT	SANGENT	ARC LENGTH
C1	80°00'00"	10.00'	10.00'	15.71'
C2	81°04'20"	18.71'	18.71'	28.41'
C3	89°00'00"	10.00'	10.00'	14.92'



Notes:

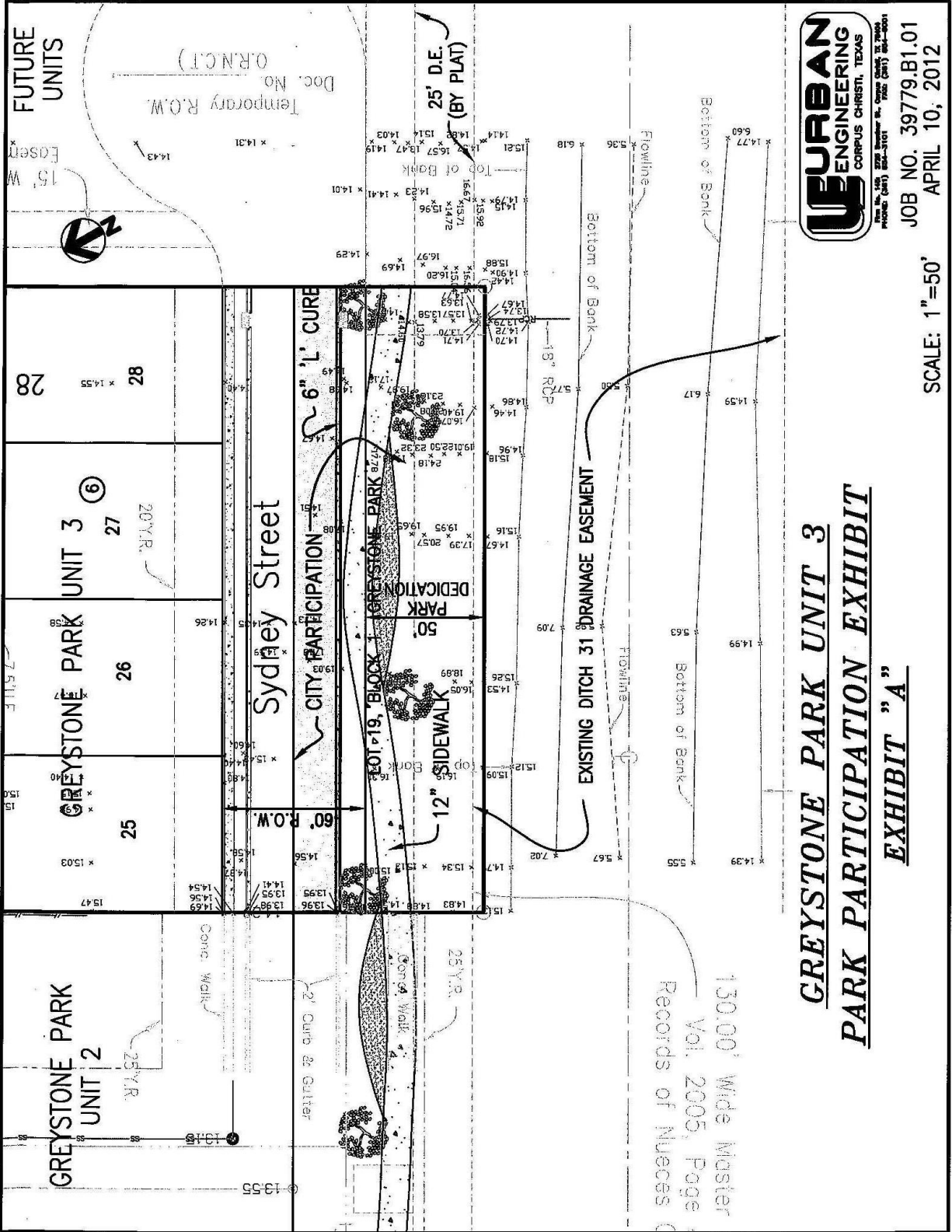
- 1.) Total platted area contains 7.818 acres of land (includes park dedication).
- 2.) Set 5/8 inch iron rods with red plastic cap stamped "URBAN ENGR C.C. TX" at all lot corners, except where noted.
- 3.) The receiving water for the storm water runoff from this property is the Oso Bay community as "regional" and "partner waters". The TCEQ also categorized the receiving water as "contact recreation" use.
- 4.) Bearings are based on the recorded plat of Greystone Subdivision Unit 1, a plat recorded in Volume 65, Pages 4 and 5, Map Records of Nueces County, Texas.
- 5.) By graphic plotting only, this property is in Zones "B" and "C" on Flood Insurance Rate Maps for Corpus Christi, Texas, which bears an effective date of March 18, 1995 and is not in a Special Flood Hazard Area.
- 6.) No Driveway Access to be permitted along Slough Road.
- 7.) Contours shown are based on NGVD 29 datum.
- 8.) Mly Enterprises, Inc. is the owner of 7.520 acres of land. The City of Corpus Christi is the owner of 0.298 acres of land.
- 9.) Greystone Park (Lot 21, Block 1) has been dedicated to the City by separate instrument.

**Plat of
Greystone Subdivision Unit 3**

7.818 acres of land out of Lots 3 and 4, Section 25, Floor
Bluff and Enchal Farm and Garden Tracts, a map of which is
recorded in Volume A, Pages 41-43, Map Records of Nueces
County, Texas.



URBAN ENGINEERING
CORPUS CHRISTI, TEXAS
DATE: Dec. 30, 2011
JOB NO.: 39779.B1.01
SHEET: 2 of 2
DRAWN BY: XG



Job No. 39779.B1.01
 APRIL 10, 2012

SCALE: 1"=50'

**GREYSTONE PARK UNIT 3
 PARK PARTICIPATION EXHIBIT
 EXHIBIT "A"**

130.00' Wide Master
 Vol. 2005, Page
 Records of Nueces

EXHIBIT 2

Eng: Murf Hudson, P.E.
 Client: Louis Alty
 By: Max Construction

Park Participation Estimate
 for
GREYSTONE SUBDIVISION
UNIT 3

April 10, 2012
 Job No. 39779.B1.01

ITEM	DESCRIPTION	QUAN.	QUAN. + 5%	UNIT	UNIT PRICE	TOTAL COST
A. PAVING IMPROVEMENTS:						
1	Clear and Grub	0.178	0.187	AC	\$650.00	\$121.55
2	Excavation	650	683	CY	\$11.00	\$7,513.00
3	2" HMAC Including Prime Coat	520	546	SY	\$14.75	\$8,053.50
4	6" Crushed Limestone Base	520	546	SY	\$12.00	\$6,552.00
5	8" Lime Stabilized Subgrade	635	667	SY	\$6.00	\$4,002.00
6	6" 'L' Curb	260	273	LF	\$13.00	\$3,549.00
7	4' of 12' Hike and Bike Path	1,058	1,111	SF	\$5.25	\$5,832.75
8	15" RCP	40	42	LF	\$43.50	\$1,827.00
9	Post Inlet Tie	1	1	EA	\$1,345.00	\$1,345.00
10	5' Slot Inlet	1	1	EA	\$2,765.00	\$2,765.00
					PAVING SUB-TOTAL:	\$41,560.80
					ENGINEERING @ 8%:	\$3,324.86
					TOTAL ESTIMATED PARTICIPATION:	\$44,885.66

Urban Engineering
 2725 Swantner
 Corpus Christi, TX 78404
 1-361-854-3101

EXHIBIT 3



City of
Corpus
Christi

SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

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 reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME: Alty Enterprises, Inc.

P. O. BOX: _____

STREET ADDRESS: 3801 Cassowary Court **CITY:** Corpus Christi **ZIP:** 78414

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 separate sheet.

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

Name	Job Title and City Department (if known)
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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

Name	Title
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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

Name	Board, Commission or Committee
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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

Name	Consultant
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

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: Louis K. Allen Title: Pres
(Type or Print)

Signature of Certifying Person:  Date: 5-11-12

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. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "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.
- d. "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.
- e. "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.
- f. "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 holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "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.