

TIRZ #2 DEVELOPMENT REIMBURSEMENT AGREEMENT- WHITECAP

This TIRZ #2 Development Reimbursement Agreement – Whitecap (the “**Agreement**”) is entered into by and between the City of Corpus Christi, Texas (the “**City**”), as the agent of the Reinvestment Zone Number Two, City of Corpus Christi, Texas (“**TIRZ #2**”), and Ashlar Interests, LLC (the “**Developer**”). The Developer and the City are individually referred to as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS on November 14, 2000, the City Council of the City (the “**City Council**”) approved Ordinance No. 024270, which established the TIRZ #2 in accordance with Texas Tax Code Chapter 311 (as amended, the “**Act**”), which ordinance was most recently amended on December 6, 2022, by Ordinance No. 032929 to, among other items, extend the term of the TIRZ #2 until December 31, 2042, modify the boundaries of TIRZ #2 to add portions of the Whitecap Public Improvement District (the “**District**”), and add certain infrastructure improvements to be constructed related to the District as described in the Plan (defined below) for TIRZ #2. TIRZ #2 promotes economic development and stimulates business and commercial activity in the specified boundary near Park Road 22, Commodores Drive, Aquarius Street and Nemo Court as laid out in the creation ordinance;

WHEREAS on December 6, 2022, the City Council most recently approved an Amended Project and Financing Plan (the “**Plan**”) for TIRZ #2;

WHEREAS the Developer has proposed a development plan (the “**Development**” or “**Project**”) for certain improvements depicted on attached **Exhibit A** (each, an “**Improvement**” and, collectively, the “**Improvements**”), including specific eligible infrastructure improvements (each an “**Eligible Infrastructure Improvement**”) as listed in the attached **Exhibit C**;

WHEREAS, the Improvements are planned to be constructed on the property included in the District, with such property being more fully described on attached **Exhibit B** (the “**Property**”);

WHEREAS, the Property is located within TIRZ #2, and the Improvements are included as approved improvements in the Plan;

WHEREAS, any reference to “**City**” or “**City Staff**,” is entirely in agency capacity for TIRZ #2, and further the City as a home-rule municipal corporation is not a party to this agreement;

WHEREAS, any reference to “**Contract Administrator**” shall mean the City’s Director of Finance and Procurement, or designee, unless a different Contract Administrator is named by notice mailed to the Developer in accordance with the Agreement; and

WHEREAS the Developer desires to be reimbursed for certain future costs of Eligible infrastructure incurred for the Development, and the City, as agent for TIRZ #2, desires to reimburse the Developer for these costs in accordance with this Agreement; and

WHEREAS, this Agreement is an agreement authorized by Section 311.008(b) and 311.010(b) of the Act that the City, as agent of TIRZ #2, finds to be necessary to implement the Plan and achieve the purposes of TIRZ #2;

Agreement

Now therefore, in consideration of the mutual covenants and obligations, the parties agree as follows:

Section 1. Reimbursement Obligations.

The City shall reimburse the Developer from available TIRZ #2 funds for costs of the Eligible Infrastructure Improvements listed in attached **Exhibit C** (the "Estimated Project Costs") in accordance with this Agreement provided that: (a) the total aggregate amount of all such reimbursements for Eligible Infrastructure Improvements may not exceed \$11,500,000.00 (the "Reimbursement Cap") and (b) if the Developer actually incurs a cost for an Eligible Infrastructure Improvement less than that Eligible Infrastructure Improvement's Estimated Project Cost, the City shall reimburse the Developer for only the amount of the cost that the Developer actually incurred (the "Actual Project Costs") for that Eligible Infrastructure Improvement. The Estimated Project Costs listed in **Exhibit C** are based on preliminary engineering and are subject to change; however, in no case will reimbursement to the Developer exceed the Reimbursement Cap.

For purposes of this Agreement, the value of the Property located within TIRZ #2 as of January 1, 2022, is \$17,300,784.00 (the "Base Value"). The property taxes paid to the taxing entities and dedicated to TIRZ #2 for the increased value above the Base Value constitutes the property tax increment. The total anticipated project cost, including costs that are not eligible for reimbursement, is \$150,000,000.00.

Based on qualifications of the Development as an authorized project of TIRZ #2, the reimbursement structure is as follows:

- (a) Payments From Available TIRZ #2 Funds. Specifically for the Eligible Infrastructure Improvements consisting of the two bridge Improvements listed below (each a "Bridge Improvement"), reimbursement will be paid from lawfully available funds on deposit in the tax increment fund for TIRZ #2 in three equal annual payments beginning the calendar year after each Bridge Improvement is completed and accepted by the City and the Actual Project Costs of such Bridge Improvement have been approved in accordance with this Agreement. Before any reimbursement can begin, the Developer must fully complete construction on all components of each of the listed Bridge Improvements. Upon completion of a Bridge Improvement, the Developer shall execute a "Certificate for Payment," substantially in the form attached as **Exhibit D**, to the Contract Administrator along with supporting documentation in the standard form required for TIRZ #2 projects for review and approval for payment in accordance with Section 1(c) below. Upon approval, and subject to the Developer's compliance with all obligations in Section 2, the three annual payments from available TIRZ #2 increment funds shall be made on or before April 30th of each year until all approved Actual Project Costs for the Bridge Improvement have been reimbursed or obligations under this Agreement have terminated in accordance with Section 6 below. The maximum reimbursement from lawfully available funds on deposit in the tax increment fund for TIRZ #2 under this Section 1(a) shall not exceed an aggregate amount of \$5,900,000 for both Bridge Improvements. The individual Bridge Improvements are listed below; and, each Bridge Improvement is more completely described in **Exhibit C**.

- a. Commodores Mobility Bridge
- b. Encantada Avenue Mobility Bridge.

The Developer will construct the Bridge Improvements in accordance with the terms of a license agreement between the City and the Developer, which will be agreed at a later date. The license agreement will provide for all construction requirements including the provision of payment and performance bonds if required by State law. When construction of a Bridge Improvement is complete in accordance with the license agreement, the City will provide a letter accepting the Bridge Improvement. Upon acceptance of each Bridge Improvement, Developer shall be entitled to reimbursement for Actual Project Costs of each Bridge Improvement under this Section 1(a).

- (b) Payments From 50% of Available Project Increment. The Actual Project Costs of other Eligible Infrastructure Improvements will be reimbursed solely from Project Increment (defined below) on deposit in the tax increment fund for TIRZ #2. The Eligible Infrastructure Improvements to be paid solely from Project Increment (collectively, the "**Project Increment Improvements**") consist of:

- 1. Public Mobility Bridges
- 2. Preserve Community Walking Trail
- 3. Aquarius Street Box Culvert Water Exchange.

Actual Project Costs for Bridge Improvements not paid under Section 1(a) above may be reimbursed from Project Increment after completion of all Project Increment Improvements as described in Section 1(b)3 below if funding is still available under the Reimbursement Cap.

- 1. Developer shall be eligible for reimbursement for the Actual Costs of the Project Increment Improvements upon the earlier of: (1) expenditure of at least \$52,000,000 in total project costs for the Whitecap project as evidenced by submittal of a job costs report along with evidence of payments made, so long as all such costs were incurred after the Effective Date of this Agreement, or (2) approval of a final plat by the City's Planning & Zoning Commission and a set of stamped construction plans evidencing approval by City staff for the first phase of development within Sector 3 (zoned Resort Commercial CR-2) as shown on Exhibit H to the Whitecap Planned Unit Development (PUD) Guidelines and Master Site Plan approved by Ordinance No. 032890 adopted by the City Council on October 18, 2022. Subject to meeting the eligibility requirement, beginning the calendar year after each Project Increment Improvement is completed and accepted by the City as evidenced by a recorded plat for any Project Increment Improvement (or a Certificate of Occupancy for any asset that requires it) from the City's Development Services Department and the Actual Project Costs of such Project Increment Improvement have been approved in accordance with this Agreement, the City shall reimburse annually an amount equal to up to 50% of the property tax increment (for assessed value in excess of the Base Value) actually paid to the participating taxing entities in TIRZ #2 attributable to the Property and paid into the tax increment fund of the TIRZ #2 (such 50% of the property tax increment generated solely from the Property collected by participating taxing entities is referred to herein as the "**Project Increment**").

2. Each such payment shall be made no later than April 30th of each year, subject to the approval of a Certificate for Payment in accordance with Section 2 and the Developer's compliance with all obligations in Section 2. Each year's payment will be limited to 50% of the Project Increment actually collected from the Property by all taxing entities on or before January 31st of that year. Each payment is also limited to the amount of Eligible Infrastructure Improvement assets that have been inspected and accepted by the City in a recorded plat provided to the Contract Administrator. Upon completion of a Project Increment Improvement, the Developer shall execute a Certificate for Payment to the Contract Administrator along with supporting documentation in the standard form required for TIRZ #2 projects, for review and approval for payment in accordance with Section 1(c) below. Each approved Certificate for Payment will certify the total maximum reimbursement for the Project Increment Improvement to be paid from Project Increment. The amount of reimbursement is limited to Actual Project Costs, which may include all costs related to the construction of the asset, including permit fees, design, and construction costs, but not interest.
 3. Prior to the completion of all Eligible Infrastructure Improvements and acceptance by the City as described above, the amount reimbursed under this Agreement for Actual Project Costs for any Eligible Infrastructure Improvement may not exceed the budgeted costs listed for that Eligible Infrastructure Improvement in Exhibit C. Following completion of all Eligible Infrastructure Improvements shown on Exhibit C and acceptance by the City as described above, if the Actual Project Costs for a specific Eligible Infrastructure Improvement are less than the budgeted costs shown on Exhibit C (a "**Cost Underrun**"), then such Cost Underrun may be applied to reimburse the Developer for a cost overrun on another Eligible Infrastructure Improvement so long as: (1) the total reimbursement paid to the Developer under this Agreement does not exceed the Reimbursement Cap; and (2) any approved Actual Project Costs, including costs for a Bridge Improvement in excess of \$5,900,000, are reimbursed solely from Project Increment in accordance with Section 1(b)1 above.
 4. After City has paid to Developer an amount equal to all approved Actual Project Costs of Eligible Infrastructure Improvements up to the Reimbursement Cap or obligations under this Agreement have terminated in accordance with Section 6 below, City shall have no further obligation to pay any amount to Developer.
- (c) Process for Review and Approval of Actual Project Costs. Following the completion of any Eligible Infrastructure Improvement for which the Developer is eligible for reimbursement, the Developer shall submit a Certificate for Payment along with all supporting documentation in the standard form required for TIRZ #2 projects to the Contract Administrator for reimbursement of Actual Project Costs. Upon receipt of a Certificate for Payment and supporting documentation from the Developer, the City shall conduct a review in order to: (1) confirm that such request is complete, (2) confirm that the work for which payment is requested was performed in accordance with all applicable laws, applicable plans, and with the terms of this Agreement and any other agreement between the parties related to

Property, and (3) verify and approve the Actual Project Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the Contract Administrator and the City, as agent of TIRZ #2, in conducting each such review and to provide such additional information and documentation as is reasonably necessary to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate, then sales tax will not be approved for payment under a Certificate for Payment. Within twenty (20) business days following receipt of any Certificate for Payment, the Contract Administrator shall either: (1) approve the Certificate for Payment and process it for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by section 1(d) below. The Contract Administrator shall facilitate the payment of the approved or partially approved Certificate for Payment as quickly as practicable thereafter.

- (d) If there is a dispute over the amount of any payment requested under a submitted Certificate for Payment, the Contract Administrator shall nevertheless facilitate payment of the undisputed amount, and the Developer and the City, as agent of TIRZ #2, shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the City, as agent of TIRZ #2, and Developer are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the TIRZ #2 Board) shall control.
- (e) No interest shall accrue on any amount of unreimbursed Actual Project Costs, and City shall not be obligated to pay Developer any interest whatsoever.

Section 2. Developer Obligations.

- (a) Developer agrees that the completed Improvements shall substantially conform to the Conceptual Development Plan attached hereto as **Exhibit A** and the descriptions and Estimated Project Costs in **Exhibit C**. Any amendments to the Conceptual Development Plan must be submitted in writing and approved by the City Manager or designee ("City Manager").
- (b) Developer shall complete the Eligible Infrastructure Improvements in accordance with the deadlines listed below. Any extension of time for completion of any of the Eligible Infrastructure Improvements must be submitted in writing and approved by the City Manager. In no event may the completion date for any Improvement be extended for longer than one year from the date listed below without approval of the board of directors of TIRZ #2 (the "**TIRZ #2 Board**"). The requirements for each Eligible Infrastructure Improvement are more completely described in Exhibit A.
 - 1. Public Mobility Bridges – December 31, 2025
 - 2. Commodores Drive Mobility Bridge – December 31, 2025
 - 3. Preserve Community Walking Trail – December 31, 2025
 - 4. Aquarius Street Box Culvert Water Exchange – December 31, 2025
 - 5. Encantada Avenue Mobility Bridge – December 31, 2025

- (c) Nothing in this Agreement shall be construed to limit or restrict any landowner's right to protest ad valorem taxes levied against property owned by the landowner of the Property. A landowner's decision to protest ad valorem taxes on Property does not constitute a default under this Agreement. Developer acknowledges and agrees that if Diamond Beach Holdings, LLC, the landowner of the Property as of the effective date of this Agreement (the "**Landowner**"), or any entity affiliated with the Landowner that may become a landowner of the Property within the District, fails to pay the required taxes on a lot or lots within the Property or files an appeal to the Nueces County Appraisal District or any state or federal court of the assessed value of a lot or lots within Property for ad valorem tax purposes, the City and TIRZ #2 shall be under no obligation to make any payments from revenues generated by that lot or lots under this Agreement until such time as the appeal is resolved and all taxes are paid in full. Any late fees, fines, or interest assessed as a result of the failure to pay taxes or the appeal process shall not be reimbursed to the Developer under this Agreement.
- (d) The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Eligible Infrastructure Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Eligible Infrastructure Improvements are constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall at all times employ adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Eligible Infrastructure Improvements to be acquired and accepted by the City from the Developer. Inspection and acceptance of Eligible Infrastructure Improvements will be in accordance with applicable City ordinances and regulations. This Agreement is an agreement authorized by Texas Tax Code Section 311.008(b) and 311.010(b) and, as such, is exempt from the public bid requirements of Texas Local Government Code Chapter 252.
- (e) In performing obligations under this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

Section 3. Audit.

Developer, during normal business hours and with at least five (5) business days prior notice, shall allow designated City Staff reasonable access to inspect all financial and business records of Developer that relate directly to the Improvements to the extent necessary to assist City Staff in verifying the Developer's compliance with the terms and conditions of this Agreement. TIRZ #2 and the City shall have the right to have these records audited and shall maintain the confidentiality of these records to the extent permitted under applicable state and federal laws, including the Texas Government Code.

Section 4. Sales Tax Sourcing.

The Developer shall, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business, utilize, or

cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of \$100,000 or more, to site payment of the sales tax on building materials for the Development to the Property.

Section 5. Maintenance of Property and Improvements.

Developer, on behalf of Landowner, must maintain the area or areas of the Property, including any Eligible Infrastructure Improvements made to the Property, that Landowner owns in accordance with the City's Code of Ordinances for the entirety of the time that the Landowner owns that area or areas of the Property.

Section 6. Termination.

Except for any obligations that are specifically stated to survive beyond the final payment or termination of the Agreement, this Agreement shall terminate upon the earlier of: (1) December 31, 2042; or (2) when Developer has been fully reimbursed in accordance with Section 1 of this Agreement. Notwithstanding the foregoing or any other provision in this Agreement, if the City, as the agent of TIRZ #2, determines that an Event of Default described in Section 18(b) below has occurred or that Developer has violated a law of the State of Texas that invalidates or voids this Agreement or requires termination of this Agreement; then, (1) Developer shall immediately repay all funds paid from TIRZ #2 funds, including Project Increment, under this Agreement, (2) Developer shall pay reasonable attorney fees and costs of court, if applicable, and (3) neither the City nor the TIRZ #2 Board shall be held liable for any consequential damages. Additionally, it is expressly agreed and acknowledged by the Parties that if the Developer fails to construct an Eligible Infrastructure Improvement after receiving a Notice of Default as described in Section 19 below, upon expiration of the Cure Period (defined below) the City may terminate its obligations under this Agreement solely related to the reimbursement of costs for such Eligible Infrastructure Improvement by providing written notice of such termination to the Developer; provided, however, such a termination as to a single Eligible Infrastructure Improvement shall not allow the City to withhold approved payments to the Developer for Eligible Infrastructure Improvements constructed and accepted by the City up to the Estimated Project Costs shown on Exhibit C for each Eligible Infrastructure.

Section 7. Representations and Warranties.

(a) Developer warrants and represents to City the following:

1. Developer, if a corporation, partnership, or limited liability company, is duly organized, validly existing, and in good standing under the laws of the State of Texas, and further has all corporate power and authority to carry on its business as presently conducted in Corpus Christi, Texas.
2. Developer has the authority to enter into and perform, and will perform, the terms of this Agreement.
3. Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and has timely paid and will timely pay all assessments, fees, and other governmental charges, including applicable ad valorem taxes, during the term of this Agreement.

4. If an audit determines that the request for funds was defective under the law or the terms of this agreement, Developer agrees to reimburse the City for the sums of money not authorized by law or this Agreement within thirty (30) days of written notice from the City requesting reimbursement.
5. The parties executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.

(b) City warrants and represents to the Developer the following:

1. The City, as the agent of TIRZ #2, has the authority to enter into and perform its obligations under this Agreement.
2. The person executing this Agreement on behalf of the City and TIRZ #2 has been duly authorized to do so.
3. This Agreement is binding upon the City, as the agent for TIRZ #2, and the TIRZ #2 Board in accordance with its terms.
4. The execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

Section 8. Force Majeure.

If the City or Developer are prevented, wholly or in part, from fulfilling its obligations under this Agreement by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, pandemic, other causes of force majeure, or by reason of circumstances beyond its control, then the obligations of the City or Developer are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon.

Section 9. Employment of Undocumented Workers.

During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Section 10. No Boycott of Israel.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 11. Iran, Sudan, and Foreign Terrorist Organizations.

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 12. No Discrimination Against Fossil Fuel Companies.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Section 13. No Discrimination Against Firearm Entities and Firearm Trade Associations.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions:

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association,

federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.”

Section 14. Affiliate.

As used in this Agreement, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Section 15. Form 1295.

Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

Section 16. Assignment.

This Agreement is not assignable by any Party without the written consent of the non-assigning Party. However, Developer may assign this Agreement to a parent, subsidiary, affiliate entity or newly created entity resulting from a merger, acquisition or other corporate restructure or reorganization of Developer without City consent. In such cases, Developer shall give City no less than thirty (30) days prior written notice of the assignment or other transfer. For assignments in which written consent from the other Party is required, that consent shall not be unreasonably withheld, conditioned, or delayed.

Any and all future assignees must be bound by all terms and/or provisions and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement without the notification and subsequent consent of the City, if consent is required under this Section, shall be deemed an event of default in accordance with the terms of Sections 18 and 19 herein. Any assignment of this Agreement in violation of this Section and not cured in accordance with the terms of this Agreement, shall enable the City to terminate this Agreement.

Any restrictions in this Agreement on the transfer or assignment of the Developer’s interest in this Agreement shall not apply to and shall not prevent the assignment of payments under this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, shall the City or TIRZ #2 be obligated in any way to said financial institution or other provider of capital.

Section 17. Indemnity.

The Developer in performing its obligations under this Agreement is acting independently, and the City, as agent for TIRZ #2, and the TIRZ #2 Board assumes no responsibilities or liabilities to third parties in connection with the Eligible Infrastructure Improvements. The Developer agrees to indemnify, defend, and hold harmless the City, the TIRZ #2 Board, and their respective officers, agents, employees, and volunteers in both their public and private capacities, from and against claims, suits, demands, losses, damages, causes of action, and liability of every kind, including, but not limited to, expenses of litigation or settlement, court costs, and reasonable attorneys' fees which may arise due to any death or injury to a person or the loss of, loss of use, or damage to property, arising out of or occurring as a consequence of the performance of this Agreement, excluding any errors, omissions, or willful misconduct, negligent act or omission of the City, the TIRZ #2 Board, and their respective officers, agents, employees, and volunteers. Developer must, at its own expense defend all actions based on those claims and demands with counsel reasonably satisfactory to the City Attorney. The City and the TIRZ #2 Board agree to reasonably cooperate and assist Developer in providing such defense, including specifically assertion of governmental immunity and sovereign immunity to the fullest extent under applicable law. The provisions of this Section are solely for the benefit of the Parties to this Agreement and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Notwithstanding the foregoing, the Developer shall be released upon the assignment of this Agreement to any permitted third-party assignee for claims arising subsequent to the assignment to such third-party assignee, and the City and/or the TIRZ #2 Board shall seek indemnification under this Section from the third-party assignee.

Section 18. Events of Default.

The following events constitute a default of this Agreement:

- (a) If either Party fails to perform an obligation imposed on such Party by this Agreement (a "**Failure**") and such Failure is not cured after notice and the expiration of the cure periods provided in this Section 19 and Section 20, then such Failure shall constitute a "**Default**".
- (b) The TIRZ #2 Board or City Staff determines that any representation or warranty on behalf of Developer contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to

the TIRZ #2 in connection with this Agreement was incorrect or misleading in any material respect when made.

- (c) Developer makes an assignment of this Agreement for the benefit of creditors, except as provided in Section 16.

Section 19. Notice of Default.

Should a Party determine a Failure according to the terms of this Agreement, such Party shall notify the other Party of the Failure in writing. The non-performing Party shall have sixty (60) days from the date of the notice to cure such Failure (each such period a "**Cure Period**"). Notwithstanding the above, if such non-monetary Failure cannot be cured by reasonably diligent efforts within sixty (60) days, then such occurrence shall not be a default so long as defaulting Party promptly initiates and diligently and continuously attempts to cure the same, even if the same is not cured within the Cure Period. The non-defaulting Party may elect to extend the Cure Period by providing the defaulting Party written notice of such extension.

Section 20. Results of Uncured Default.

If the Developer is in default and has not cured or attempted to initiate a cure within the Cure Period, the City shall have available all remedies at law or in equity; provided no Default by the Developer shall entitle the City to terminate this Agreement except as expressly stated in Section 6 above or to withhold approved payments to the Developer. If the City is in default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

Section 21. No Waiver.

- (a) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.
- (b) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement.
- (c) Any waiver or indulgence of Developer's default may not be considered an estoppel against the City or the TIRZ #2 Board.
- (d) It is expressly understood that the failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

Section 22. Available Funds.

Developer specifically agrees that City and the TIRZ #2 Board shall only be liable to Developer for the actual amount of the money due Developer under this Agreement from TIRZ #2 funds as described in

Section 1 above. Payment by City is strictly limited to the total amount of increment funds for TIRZ #2 as set forth in this Agreement.

Section 23. Notices.

Any required notices under this Agreement shall be in writing, signed by or on behalf of the Party giving notice, and sent by mail, postage prepaid, addressed as follows:

To Developer:	Ashlar Interests, LLC Attn: Steve Yetts 400 Las Colinas Blvd E, Suite 1075 Irving, TX 75039 Email: syetts@sahlardev.com
To City, as agent of TIRZ #2:	City of Corpus Christi Attn.: City Manager's Office Tax Increment Reinvestment Zone #2 P.O. Box 9277 Corpus Christi, Texas 78469-9277 Email: ElsyB@cctexas.com

Notice is effective on or after the 10th business day after being deposited in the United States mail in the manner provided above with a confirming copy sent by E-mail.

Section 24. Estoppel Certificate.

From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate, in a form that is reasonably acceptable to the City Attorney, (1) identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement.

Section 25. Amendments or Modifications.

No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

Section 26. 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.

Section 27. Severability.

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, or word of this Agreement be given full force and effect for its purpose.

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 Agreement automatically.

Section 28. Venue.

Venue for any legal action related to this Agreement is in Nueces County, Texas.

Section 29. Sole Agreement.

This Agreement constitutes the sole agreement between City and Developer. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

Section 30. Exhibits.

The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A – Conceptual Development Plan

Exhibit B – Property Description

Exhibit C – Description of Eligible Infrastructure Improvements and Estimated Project Costs

Exhibit D – Form of Certificate for Payment

Section 31. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[Signature Page Follows]

APPROVED AS TO FORM: ____ day of _____, 20__.

Assistant City Attorney

For City Attorney

EXECUTED BY DEVELOPER AND CITY AS AGENT FOR TIRZ #2 TO BE EFFECTIVE AS OF APRIL ___, 2023.

City of Corpus Christi, Texas

on behalf of Reinvestment Zone Number Two, City of Corpus Christi, Texas:

By: _____

Constance Sanchez

Chief Financial Officer

Date: _____

Attest:

By: _____

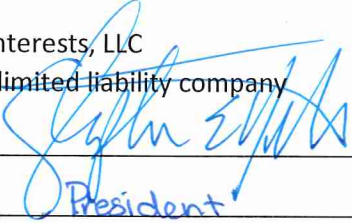
Rebecca Huerta

City Secretary

Developer:

Ashlar Interests, LLC

a Texas limited liability company

By:  _____

Title: President

Date: 4/13/23

Whitecap Development Overview



PROSPECTIVE T.I.R.Z. No. 2 PROJECTS



30' FLORIDA GAS PIPELINE EASEMENT

AQUARIUS STREET
BOX CULVERT
WATER EXCHANGE

COMMODORES
DRIVE MOBILITY
BRIDGE

PUBLIC
MOBILITY BRIDGE

PUBLIC
MOBILITY BRIDGE

PRESERVE COMMUNITY
WALKING TRAIL

ENCANTADA
AVE MOBILITY
BRIDGE

GRAPHIC SCALE



LJA ENGINEERING
TEXAS ENGINEERING FIRM F-1386

LJACC NAME: RICHMOND BEACH HOLDINGS, LLC - 985521143 Waves Resort CDD\TIRZ Projects\TIRZ Projects 10.23.dwg dpttemon Wed, Oct 26 2022 2:45 pm

LJA ENGINEERING, Inc.

5350 S. Staples Street, Suite 425, Corpus Christi, Texas 78411

phone: 361.991.8550

fax: 361.887.8855

www.LJA.com

Exhibit B – Property Description

Property Description	Nueces County Geo ID	Acres
14353 Commodores Dr	<u>3730-0000-0273</u>	28.6300
14901 Padre Island Dr S	<u>3730-0000-0274</u>	45.2404
Island Fairway Ests 39.67 ACS	<u>3730-0000-0276</u>	39.6700
Island Fairway Ests 70.0003 ACS	<u>3730-0000-0277</u>	70.0003
Island Fairway Ests 30.68 ACS	<u>3730-0000-0278</u>	30.3000
Nemo Court	<u>3730-0003-0040</u>	5.0000
Personal Property	<u>D001-6175-0000</u>	
Island Fairway Estates Lot 1 Blk 33 14002 Dasmari	<u>3730-0033-0010</u>	0.2393
Island Fairway Estates Lot 2 Blk 33 14006 Cat Boat (	<u>3730-0033-0020</u>	0.2066
Island Fairway Estates Lot 3 Blk 33 14010 Cat Boat (	<u>3730-0033-0030</u>	0.2107
Island Fairway Estates Lot 4 Blk 33 14014 Cat Boat (	<u>3730-0033-0040</u>	0.2176
Island Fairway Estates Lot 5 Blk 33 14018 Cat Boat (	<u>3730-0033-0050</u>	0.2393
Island Fairway Estates Lot 6 Blk 33 14022 Cat Boat (	<u>3730-0033-0060</u>	0.2727
Island Fairway Estates Lot 7 Blk 33 14025 Cat Boat (	<u>3730-0033-0070</u>	0.2727
Island Fairway Estates Lot 8 Blk 33 14021 Cat Boat (	<u>3730-0033-0080</u>	0.2727
Island Fairway Estates Lot 9 Blk 33 14017 Cat Boat	<u>3730-0033-0090</u>	0.2475
Island Fairway Estates Lot 10 Blk 33 14013 Cat Boat	<u>3730-0033-0100</u>	0.2176
Island Fairway Estates Lot 11 Blk 33 14009 Cat Boat	<u>3730-0033-0110</u>	0.2066
Island Fairway Estates Lot 12 Blk 33 14005 Cat Boat	<u>3730-0033-0120</u>	0.2066
Island Fairway Estates Lot 13 Blk 33 14001 Cat Boat	<u>3730-0033-0130</u>	0.2298
Island Fairway Estates Lot 1 Blk 37 .2633	<u>3730-0037-0010</u>	0.2633
Island Fairway Estates Lot 27 Blk 37 .2152	<u>3730-0037-0020</u>	0.2152
Island Fairway Estates Lot 3 Blk 37 .2152	<u>3730-0037-0030</u>	0.2152
Island Fairway Estates Lot 4 Blk 37 .2152	<u>3730-0037-0040</u>	0.2152
Island Fairway Estates Lot 5 Blk 37 .2073	<u>3730-0037-0050</u>	0.2073
Island Fairway Estates Lot 6 Blk 37 .3080	<u>3730-0037-0060</u>	0.3080
Island Fairway Estates Lot 7 Blk 37 .2075	<u>3730-0037-0070</u>	0.2076
Island Fairway Estates Lot 8 Blk 37 .2152	<u>3730-0037-0080</u>	0.2152
Island Fairway Estates Lot 9 Blk 37 .2152	<u>3730-0037-0090</u>	0.2152
Island Fairway Estates Lot 10 Blk 37 .2152	<u>3730-0037-0100</u>	0.2152
Island Fairway Estates Lot 11 Blk 37 .2152	<u>3730-0037-0110</u>	0.2152
Island Fairway Estates Lot 12 Blk 37 .2152	<u>3730-0037-0120</u>	0.2152
Island Fairway Estates Lot 13 Blk 37 .2152	<u>3730-0037-0130</u>	0.2152
Island Fairway Estates Lot 14 Blk 37 .2152	<u>3730-0037-0140</u>	0.2152
Island Fairway Estates Lot 15 Blk 37 .2152	<u>3730-0037-0150</u>	0.2152
Island Fairway Estates Lot 16 Blk 37 .2152	<u>3730-0037-0160</u>	0.2152
Island Fairway Estates Lot 17 Blk 37 .2152	<u>3730-0037-0170</u>	0.2152
Island Fairway Estates Lot 18 Blk 37 .2439	<u>3730-0037-0180</u>	0.2439
Island Fairway Estates Lot 1 Blk 38 .3098	<u>3730-0038-0010</u>	0.3098
Island Fairway Estates Lot 2 Blk 38 .3135	<u>3730-0038-0020</u>	0.3135
Island Fairway Estates Lot 3 Blk 38 .3258	<u>3730-0038-0030</u>	0.3258
Island Fairway Estates Lot 4 Blk 38 .3381	<u>3730-0038-0040</u>	0.3381
Island Fairway Estates Lot 5 Blk 38 .3990	<u>3730-0038-0050</u>	0.3990
Island Fairway Estates Lot 6 Blk 38 .3666	<u>3730-0038-0060</u>	0.3666
Island Fairway Lot 7 Blk 38 .3197	<u>3730-0038-0070</u>	0.3197
Island Fairway Estates Lot 8 Blk 38 .3197	<u>3730-0038-0080</u>	0.3197
Island Fairway Estates Lot 9 Blk 38 .3187	<u>3730-0038-0090</u>	0.3187

Property Description	Nueces County Geo ID	Acres
Island Fairway Estates Lot 10 Blk 38 .3136	<u>3730-0038-0100</u>	0.3136
Island Fairway Estates Lot 11 Blk 38 .3385	<u>3730-0038-0110</u>	0.3385
Island Fairway Estates Lot 1 Blk 39 .2037	<u>3730-0039-0010</u>	0.2037
Island Fairway Estates Lot 2 Blk 39 .2324	<u>3730-0039-0020</u>	0.2324
Island Fairway Estates Lot 3 Blk 39 .2037	<u>3730-0039-0030</u>	0.2037
Island Fairway Estates Lot 4 Blk 39 .2037	<u>3730-0039-0040</u>	0.2037
Island Fairway Estates Lot 5 Blk 39 .2324	<u>3730-0039-0050</u>	0.2324
Island Fairway Estates Lot 6 Blk 39 .2324	<u>3730-0039-0060</u>	0.2324
Island Fairway Estates Lot 7 Blk 39 .2037	<u>3730-0039-0070</u>	0.2037
Island Fairway Estates Lot 8 Blk 39 .2037	<u>3730-0039-0080</u>	0.2037
Island Fairway Estates Lot 9 Blk 39 .2037	<u>3730-0039-0090</u>	0.2037
Island Fairway Estates Lot 10 Blk 39 .2324	<u>3730-0039-0100</u>	0.2324
Island Fairway Estates Lot 1 Blk 40 .2324	<u>3730-0040-0010</u>	0.2324
Island Fairway Estates Lot 2 Blk 40 .2037	<u>3730-0040-0020</u>	0.2037
Island Fairway Estates Lot 3 Blk 40 .2037	<u>3730-0040-0030</u>	0.2037
Island Fairway Estates Lot 4 Blk 40 .2037	<u>3730-0040-0040</u>	0.2037
Island Fairway Estates Lot 5 Blk 40 .2324	<u>3730-0040-0050</u>	0.2324
Island Fairway Estates Lot 15 Blk 45 Nemo Court 1.2	<u>3730-0045-0150</u>	1.2143
Island Fairway Estates Lot 13 Blk 46 Nemo Court .43	<u>3730-0046-0130</u>	0.4362
Island Fairway Estates Lot 14 Blk 46 Nemo Court .43	<u>3730-0046-0140</u>	0.4362
Island Fairway Estates Lot 15 Blk 46 Nemo Court .43	<u>3730-0046-0150</u>	0.4362
Island Fairway Estates Lot 16 Blk 46 Nemo Court .43	<u>3730-0046-0160</u>	0.4362
Island Fairway Estates Lot 17 Blk 46 Nemo Court .43	<u>3730-0046-0170</u>	0.4362
Island Fairway Estates Lot 18 Blk 46 Nemo Court .43	<u>3730-0046-0180</u>	0.4362
Island Fairway Estates Lot 19 Blk 46 Nemo Court .43	<u>3730-0046-0190</u>	0.4362
Island Fairway Estates Lot 20 Blk 46 Nemo Court .43	<u>3730-0046-0200</u>	0.4362
Island Fairway Estates Lot 21 Blk 46 Nemo Court .43	<u>3730-0046-0210</u>	0.4362
Island Fairway Estates Lot 22 Blk 46 Nemo Court .43	<u>3730-0046-0220</u>	0.4362
Island Fairway Estates Lot 23 Blk 46 Nemo Court .43	<u>3730-0046-0230</u>	0.4362
Island Fairway Estates Lot 24 Blk 46 Nemo Court .43	<u>3730-0046-0240</u>	0.4362
Island Fairway Estates Lot 25 Blk 46 Nemo Court .43	<u>3730-0046-0250</u>	0.4362
Island Fairway Estates Lot 26 Blk 46 Nemo Court .43	<u>3730-0046-0260</u>	0.4338
Island Fairway Estates Lot 27 Blk 46 Nemo Court .42	<u>3730-0046-0270</u>	0.4223
Island Fairway Estates Lot 28 Blk 46 Nemo Court .54	<u>3730-0046-0280</u>	0.5402

Metes and bounds begin on next page.

Metes and Bounds Description of the Property
(approximately 242.011 acres)

242.011 acres being all of a 39.692 acre tract referenced and described by metes & bounds in Substitute Trustee's Deed, Doc. No. 2017050832, Official Records, Nueces County, Texas, said 39.692 acre tract being out of Tract 27C and 27D of the Padre Island – Corpus Christi Island Fairway Estates, hereafter referred to as P.I.C.C.I.F.E., Lots 27C and 27D, a map of which is recorded in Vol. 67, Pg. 779, Map Records, Nueces County, Texas; and 202.319 acres referenced in Correction Warranty Deed, Doc. No. 2018045542, Official Records, Nueces County, Texas, and described by metes & bounds of a 28.629 acre tract (Tract 1), a 72.316 acre tract (Tract 2), a 74.440 acre tract (Tract 3), and a 30.684 acre tract (Tract 4), save & except 3.749 acres, said 3.749 acres being a portion of a 60-foot wide street tract, also known as 'Aquarius Street Re-Alignment', recorded in Doc. No. 2011039226, Official Records, Nueces County, Texas; said 202.319 acres including portions of Tract 27C and 27D of P.I.C.C.I.F.E., Lots 27C and 27D, a map of which is recorded in Vol. 67, Pg. 779, Map Records, Nueces County, Texas; a portion of P.I.C.C.I.F.E., Blocks 45 & 46, a map of which is recorded in Vol. 42, Pg. 153-154, Map Records, Nueces County, Texas; a portion of P.I.C.C.I.F.E., Block 3, a map of which is recorded in Vol. 40, Pg. 145-146, Map Records, Nueces County, Texas; all of P.I.C.C.I.F.E., Blocks 37, 38, 39, and 40, a map of which is recorded in Vol. 41, Pg. 128, Map Records, Nueces County, Texas; a portion of P.I.C.C.I.F.E., Blocks 24-33, a map of which is recorded in Vol. 40, Pg. 154-159, Map Records, Nueces County, Texas; a portion of P.I.C.C.I.F.E., Blocks 43 & 44, a map of which is recorded in Vol. 42, Pg. 10-11, Map Records, Nueces County, Texas; and portions of P.I.C.C.I.F.E., Blocks 34, 35, and 36, a map of which is recorded in Vol. 40, Pg. 183-184, Map Records, Nueces County, Texas, said Blocks 26, 35, 36, 43, 44, and a portion of Block 34 now vacated as per plat recorded in Vol. 67, Pg. 688, Map Records, Nueces County, Texas.

Exhibit C – Eligible Infrastructure Improvements and Estimated Project Costs¹

Prospective T.I.R.Z. No. 2 Funded Projects

① Public Mobility Bridges (2 at \$2.0MM)	\$ 4,000,000
② Commodores Drive Mobility Bridge	\$ 3,200,000
③ Preserve Community Walking Trail	\$ 1,200,000
④ Aquarius Street Box Culvert Water Exchange	\$ 400,000
⑤ Encantada Avenue Mobility Bridge	\$ 2,700,000
TOTAL Prospective T.I.R.Z. No. 2 Funded Projects	\$ 11,500,000

¹ Estimated costs and exhibits of proposed projects in this Exhibit C are preliminary and subject to change.

PROSPECTIVE T.I.R.Z. No. 2 PROJECTS



LJA ENGINEERING
TEXAS ENGINEERING FIRM F-1389



LJCE: I:\NAME: P:\CLIENTS\DAVID BEACH HOLDINGS, LLC - 886,21143 Waves Resort\CAD\TIRZ Projects\TIRZ Projects\10.25.dwg cspittman Wed Oct 26 2022 @ 2:45 pm

LJA ENGINEERING, Inc. 5350 S. Staples Street, Suite 425, Corpus Christi, Texas 78411 phone: 361.991.8550 fax: 361.887.8855 www.LJA.com

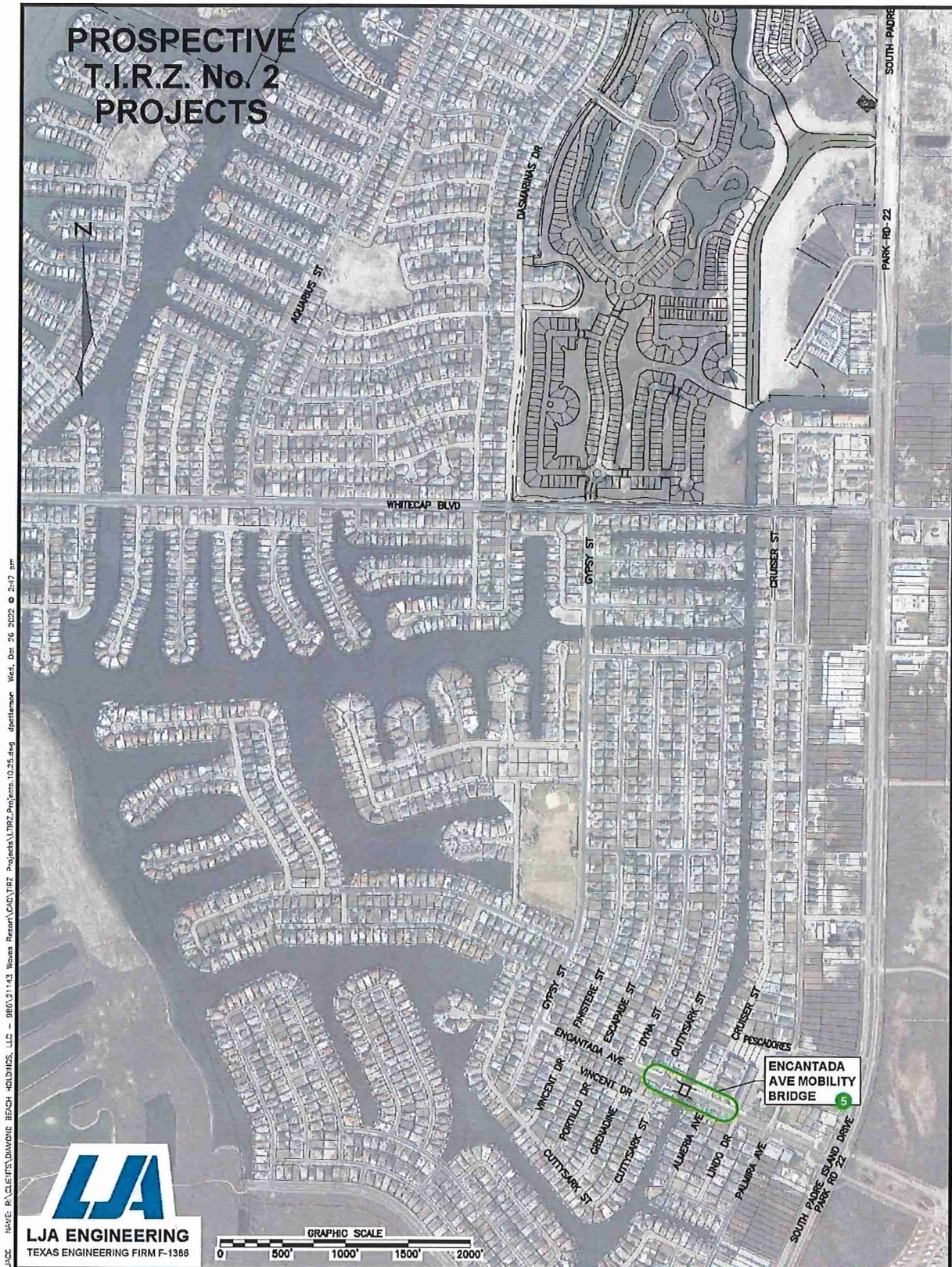
PROSPECTIVE T.I.R.Z. No. 2 PROJECTS



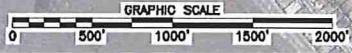
LACS: NAME: R:\CLIENTS\DUVALDO BEACH HOLDINGS, LLC - 9860_21143_Moore Project\CAD\TIR2 Projects\TIR2 Projects\10.25.dwg dptmrmw Wed, Oct 26, 2022 @ 2:46 pm



PROSPECTIVE T.I.R.Z. No. 2 PROJECTS



L:\02 - HAYE, R\PROJECTS\DRIVING BEACH HOLDINGS, LLC - DR01\21143 Haye Resurf\CD\TIR2 Projects\TIR2 Projects\10.25.dwg djm/ksm Wed, Dec 26 2024 2:47 pm





**PROSPECTIVE
T.I.R.Z. No. 2
PROJECTS**



DATE: 05/01/2013 10:00 AM
PROJECT: T.I.R.Z. No. 2
DRAWN BY: J. L. J. ENGINEERING, INC.
CHECKED BY: J. L. J. ENGINEERING, INC.
DATE: 05/01/2013 10:00 AM



LJA ENGINEERING, Inc. 5350 S. Staples Street, Suite 425, Corpus Christi, Texas 78411 phone: 361.991.8550 fax: 361.897.8655 www.lja.com

PROSPECTIVE T.I.R.Z. No. 2 PROJECTS



Exhibit D – Form of Certificate for Payment

TIRZ #2 Certificate for Payment – Whitecap Project

Reference is made to that certain TIRZ #2 Development Reimbursement Agreement – Whitecap (the "**TIRZ #2 Whitecap Agreement**") by and between the City of Corpus Christi, Texas (the "**City**"), as the agent of the Reinvestment Zone Number Two, City of Corpus Christi, Texas ("**TIRZ #2**"), and Ashlar Interests, LLC. (the "**Developer**"). Developer requests payment to the Developer (or to the person designated by the Developer) from available TIRZ revenues under the terms of the TIRZ #2 Whitecap Agreement in the amount of _____ DOLLARS AND __ CENTS (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of the Eligible Infrastructure Improvements described below within TIRZ 2 for the Whitecap Project.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this TIRZ #2 Certificate for Payment on behalf of the Developer and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the listed Eligible Infrastructure Improvements to be paid from available TIRZ revenues in accordance with the TIRZ #2 Whitecap Agreement has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Eligible Infrastructure Improvements herein is a true and accurate representation of the Eligible Infrastructure Improvements associated with the creation, acquisition, or construction of said Eligible Infrastructure Improvements and such costs (i) are in compliance with the TIRZ #2 Whitecap Agreement and the applicable provisions of the Amended Project and Financing Plan for TIRZ #2 as most recently amended; and (ii) shall not cause the aggregate reimbursement to the Developer under the TIRZ #2 Whitecap Agreement to exceed \$11,500,000 after taking into account all amounts previously paid under the TIRZ #2 Whitecap Agreement.
4. The Developer is in compliance with the terms and provisions of the TIRZ #2 Whitecap Agreement and the applicable provisions of the Amended Project and Financing Plan for TIRZ #2 as most recently amended.
5. The Developer has timely paid all ad valorem taxes it owes or an entity the Developer controls owes, located in the TIRZ #2 and has no outstanding delinquencies.
6. All conditions set forth in the TIRZ #2 Whitecap Agreement and the applicable provisions of the Amended Project and Financing Plan for TIRZ #2, as most recently amended, for the payment hereby requested have been satisfied.
7. The work with respect to Eligible Infrastructure Improvements included herein has been completed, and the City has inspected such Eligible Infrastructure Improvements and has accepted such Eligible Infrastructure Improvement as required under the TIRZ #2 Whitecap Agreement.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the TIRZ #2 Whitecap Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

(Remainder of page left blank intentionally. Execution pages follow.)

I hereby declare that the above representations and warranties are true and correct.

ASHLAR INTERESTS, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached TIRZ #2 Certificate for Payment – Whitecap Project, acknowledges such certificate, and finds the certificate to be in order. After reviewing the certificate, the City approves the reimbursement requested in the attached TIRZ #2 Certificate for Payment – Whitecap Project and authorizes and directs payment of the amounts set forth below from the appropriate TIRZ Account. The City’s approval of the TIRZ #2 Certificate for Payment – Whitecap Project shall not have the effect of estopping or preventing the City from asserting claims under the TIRZ #2 Development Reimbursement Agreement – Whitecap or any other agreement between the parties or that there is a defect in the Eligible Infrastructure Improvements.

CITY OF CORPUS CHRISTI, TEXAS

By: _____

Name: _____

Title: _____

<u>Eligible Infrastructure Improvement Description</u>	<u>Maximum Reimbursement Amount</u>	<u>Amount Previously Paid</u>	<u>Current Amount Approved to be Paid</u>	<u>Amount Remaining Unpaid After Current Payment</u>