

## PARTICIPATION AGREEMENT

STATE OF TEXAS       §

COUNTY OF NUECES    §

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 his designee, and Palm Land Investment, Inc., ("Owner"), a Texas corporation.

**WHEREAS**, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being 23.41 acres, of land situated in Lots 9,10,11, 5A, 6A and 7A Section 26 of the Flour Bluff and Encinal Farm and Garden Tracts (the "Property"), and the Owner desires to develop and plat the Property designated on **Exhibit 1** of this Agreement, which exhibit is attached to and incorporated in this Agreement by reference, to be known as Cayo Del Oso Subdivision, Section I ("Plat");

**WHEREAS**, as a condition of the Plat, the Owner is required to expand, extend, and construct North Oso Parkway extending from its current terminus, approximately 200 feet from Cedar Springs Road, for a distance of approximately 1,614 feet as depicted on and in accordance with the improvement requirements (the "Roadway Extension") 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 street infrastructure installed by the Owner in conjunction with the Owner's final Plat;

**WHEREAS**, Chapter 212 of the 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 subdivision or land; and

**WHEREAS**, this Agreement is made pursuant to the Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi.

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

- A. 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.
- B. Subject to the terms of this Agreement, Exhibit 1, and Exhibit 2, the Owner will construct the Roadway Extension 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 Roadway Extension, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Owner shall pay a portion

of the costs of construction of the Roadway Extension. Further, subject to the limitations 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 by the City on the Cost Estimate.

C. 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 Roadway Extension shall not exceed **\$277,894.42**.

D. The City shall reimburse the Owner a pro rata portion of the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed less the Owner's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The invoices must be paid by the City no later than thirty (30) days following receipt of each monthly invoice. Such reimbursement will be made payable to the Owner at the address shown in section N of this Agreement.

E. In accordance with the Texas Local Government Code, the Owner shall execute a performance bond for the construction of the Roadway Extension to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code.

F. The Owner shall submit all required performance bonds and proof of required insurance coverage in accordance with applicable State and local laws.

G. Owner 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 Roadway Extension.

H. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify the Owner of any defect, deficiency, or other non-approved condition in the progress of the Roadway Extension.

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

**J. 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 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, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF CAYO DEL OSO SUBDIVISION, SECTION I, DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE 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.**

**K. DEFAULT.** The following events shall constitute default:

1. Owner fails to submit plans and specifications for the Roadway Extension to the Executive Director of Public Works in advance of construction.
2. Owner does not reasonably pursue construction of the Roadway Extension under the approved plans and specifications.
3. Owner fails to complete construction of the Roadway Extension, under the approved plans and specifications, on or before the expiration of 24 calendar months measured from the date this document is executed by the City.
4. Either the City or the Owner otherwise fails to comply with its duties or obligations under this Agreement.

**L. NOTICE AND CURE.**

1. 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.

2. 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.

3. 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.

4. Should the Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Owner, at the address stated in section N, of the need to perform the obligation or duty and, should the Owner 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 Owner.

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

a. Terminate this Agreement after the required notice and opportunity to cure the default;

b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or

c. Perform any obligation or duty of the Owner under this Agreement and charge the cost of such performance to the Owner. The Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Owner receives notice of the cost of performance. In the event the Owner 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.

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

#### M. FORCE MAJEURE.

1. 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.

2. 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.

N. NOTICES.

1. 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:

If to the City:

City of Corpus Christi  
Attn: Director, Development Services  
2406 Leopard Street / 78401  
P.O. Box 9277/78469-9277  
Corpus Christi, Texas

If to the Owner:

Palm Land Investment, Inc.  
Attn: Dan Caballero  
5949 La Costa  
Corpus Christi, Texas 78414

with a copy to:

City of Corpus Christi  
Attn: Asst. City Manager, Business Support Services  
1201 Leopard Street / 78401  
P. O. Box 9277 / 78469-9277  
Corpus Christi, Texas

2. 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.

3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

O. Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Roadway Extension, contracts for testing services, and contracts with the contractor for the construction of the Roadway Extension must provide that the City is a third party beneficiary of each contract.

P. In compliance with City of Corpus Christi Ordinance No. 17112, the Owner agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 4**.

Q. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Owner from and after the date of the last signatory to this Agreement. **This Agreement expires 24 calendar months from the date this document is executed by the City**, unless terminated earlier in accordance with the provisions of this Agreement. Such expiration date of this Agreement is presently anticipated, but not currently known, to be **November 18, 2016**.

(EXECUTION PAGES FOLLOWS)

EXECUTED in one original this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

CITY OF CORPUS CHRISTI


\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Ronald L. Olson  
City Manager

Approved as to legal form: \_\_\_\_\_

\_\_\_\_\_  
Julian Grant  
Assistant City Attorney

OWNER: Palm Land Investment, Inc.

  
\_\_\_\_\_  
Dan Caballero  
President

10/10/2014  
\_\_\_\_\_  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Dan Caballero, President, Palm Land Investment, Inc., a Texas corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public's Signature



OWNER: Palm Land Investment, Inc.

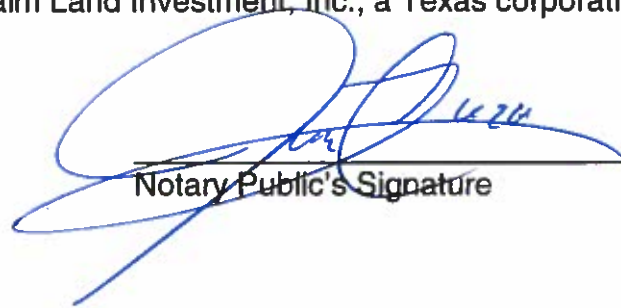


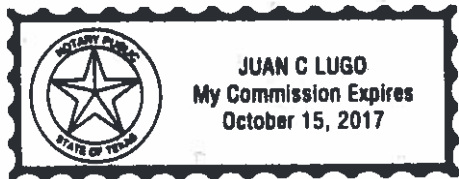
Maria E. Caballero  
Vice President

10/10/2014  
Date

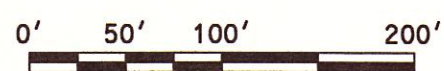
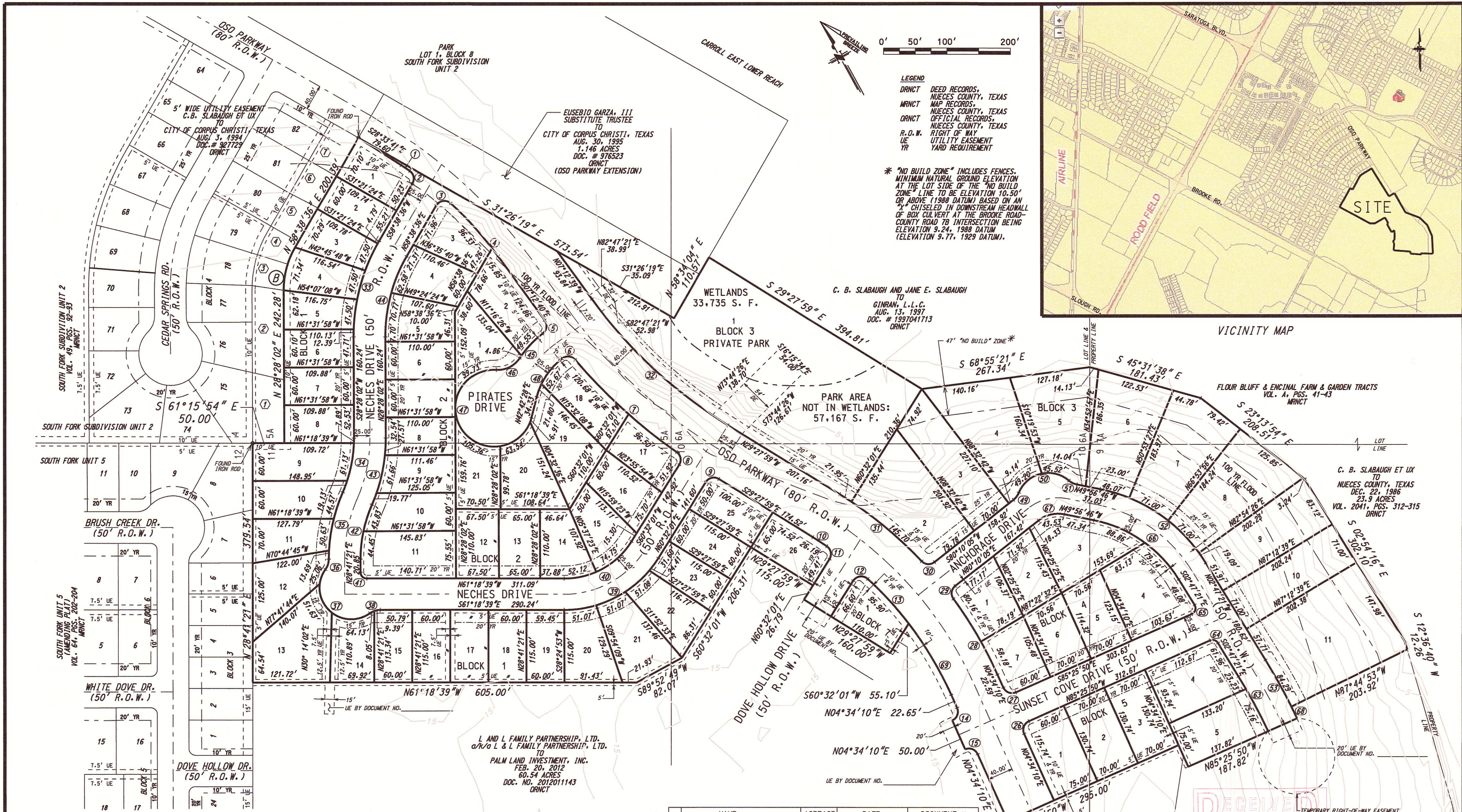
STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on October 10, 2014, by Maria E. Caballero, Vice President, Palm Land Investment, Inc., a Texas corporation, on behalf of said corporation.

  
Notary Public's Signature

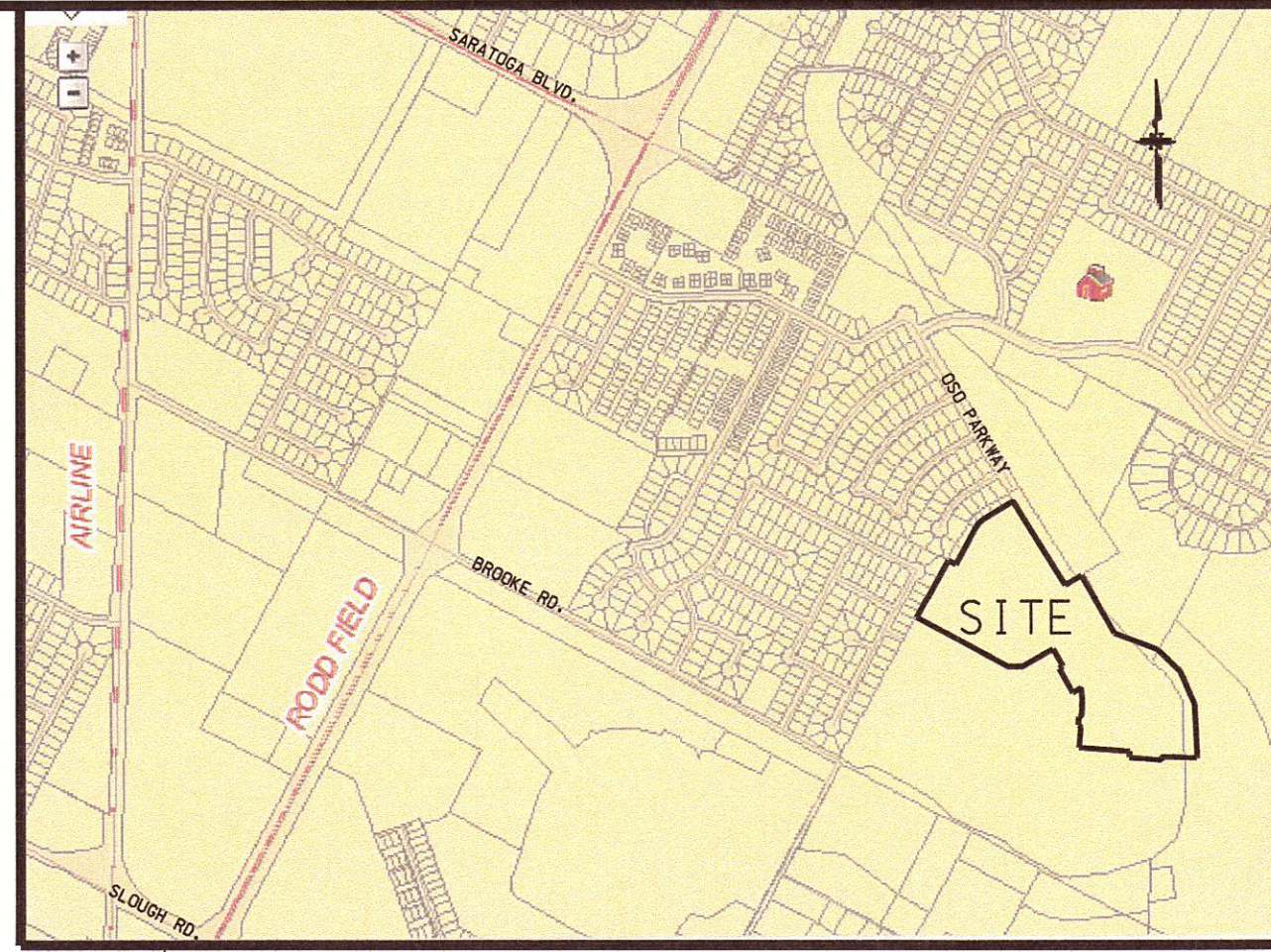






**LEGEND**  
 DRNCT DEED RECORDS, NUECES COUNTY, TEXAS  
 MRNCT MAP RECORDS, NUECES COUNTY, TEXAS  
 ORNCT OFFICIAL RECORDS, NUECES COUNTY, TEXAS  
 R.O.W. RIGHT OF WAY  
 UE UTILITY EASEMENT  
 YR YARD REQUIREMENT

\* "NO BUILD ZONE" INCLUDES FENCES. MINIMUM NATURAL GROUND ELEVATION AT THE LOT SIDE OF THE "NO BUILD ZONE" LINE TO BE ELEVATION 10.50' OR ABOVE (1988 DATUM) BASED ON AN 8" CUTSEAL IN DOWNSTREAM HEADWALL OF BOX CULVERT AT THE BROOKE ROAD-COUNTY ROAD 7B INTERSECTION BEING ELEVATION 9.24, 1988 DATUM (ELEVATION 9.77, 1929 DATUM).



VICINITY MAP

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CH. LGTH.	CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CH. LGTH.
①	30°10'35"	135.46'	71.34'	N 43°33'19" E	70.52'	⑲	87°49'31"	15.00'	22.99'	N 36°15'20" E	20.81'
②	01°39'23"	568.39'	16.43'	S 27°44'00" E	16.43'	⑳	85°14'04"	15.00'	22.31'	N 57°12'53" W	20.31'
③	85°32'55"	15.00'	22.40'	S 15°52'09" W	20.37'	㉑	14°52'11"	646.00'	167.65'	N 22°01'56" W	167.18'
④	102°50'13"	15.00'	26.92'	S 69°56'17" E	23.45'	㉒	22°15'20"	760.00'	295.21'	N 18°20'19" W	293.36'
⑤	11°18'31"	568.39'	112.18'	S 12°51'55" E	112.00'	㉓	30°10'35"	303.19'	159.68'	S 43°33'19" W	157.84'
⑥	91°37'49"	15.00'	23.99'	S 36°59'47" W	21.51'	㉔	23°41'27"	213.19'	88.15'	S 40°22'51" W	87.52'
⑦	87°19'07"	15.00'	22.86'	S 55°08'12" E	20.71'	㉕	23°36'19"	264.28'	108.88'	S 40°29'30" W	108.11'
⑧	14°48'49"	840.00'	217.18'	S 18°53'04" E	216.58'	㉖	35°41'02"	28.00'	17.44'	S 46°31'52" W	17.16'
⑨	86°49'30"	15.00'	22.73'	S 17°07'16" W	20.62'	㉗	161°22'09"	50.00'	140.82'	S 16°18'39" W	14.14'
⑩	89°59'11"	15.00'	23.56'	S 74°27'35" E	21.21'	㉘	35°40'53"	28.00'	17.44'	S 79°09'06" E	17.16'
⑪	02°39'03"	566.00'	26.19'	S 28°08'29" E	26.19'	㉙	58°09'27"	175.00'	177.63'	N 89°36'34" E	170.10'
⑫	87°20'58"	15.00'	22.87'	S 16°51'32" W	20.72'	㉚	58°09'11"	125.00'	126.87'	S 89°36'41" W	121.49'
⑬	101°02'11"	15.00'	26.45'	S 68°56'53" E	23.15'	㉛	90°00'00"	10.00'	15.71'	N 16°18'39" W	14.14'
⑭	09°42'30"	566.00'	95.90'	N 13°34'32" W	95.79'	㉜	23°36'20"	214.28'	88.28'	N 40°29'31" E	87.66'
⑮	90°00'00"	15.00'	23.56'	N 49°34'10" E	21.21'	㉝	23°43'01"	263.19'	108.94'	N 40°22'51" E	108.17'
⑯	90°00'00"	15.00'	23.56'	N 40°25'50" W	21.21'	㉞	30°10'35"	253.19'	133.35'	N 43°33'19" E	131.81'
⑰	90°00'00"	15.00'	23.56'	N 49°34'10" E	21.21'	㉟	19°01'47"	160.83'	53.42'	S 71°29'50" W	53.17'
⑱	90°00'00"	15.00'	23.56'	N 40°25'50" W	21.21'	㊱	60°09'20"	41.00'	43.05'	S 87°56'23" E	41.10'
㉑	12°16'10"	646.00'	138.33'	N 01°31'20" W	138.07'	㊲	258°48'37"	61.00'	275.54'	N 07°16'02" W	94.27'

	NAME	ACREAGE	DATE	DOCUMENT #
①	TERRY D. FONVILLE ET UX	0.122	JULY 3, 1996	1996026194
②	LYLE T. MATHEWS ET UX	0.160	JULY 3, 1996	1996026195
③	ROBERT H. VAUGHN ET UX	0.053	JULY 3, 1996	1996026196
④	MICHAEL A. ESPARZA ET UX	0.052	JULY 3, 1996	1996026197
⑤	BRADLEY A. FALDET ET UX	0.069	JULY 3, 1996	1996026198
⑥	CELESTE K. MEYER	0.069	JULY 3, 1996	1996026199
⑦	RONALD A. VOSS, JR. ET UX	0.080	JULY 3, 1996	1996026200

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CH. LGTH.
④⑧	38°29'51"	110.83'	74.47'	N 61°57'24" E	73.07'
④⑨	29°19'56"	28.00'	14.33'	S 65°30'08" W	14.18'
⑤①	108°33'00"	50.00'	94.73'	N 74°53'21" W	81.18'
⑤②	29°19'56"	28.00'	14.33'	N 35°16'49" W	14.18'
⑤③	47°09'29"	254.12'	209.16'	N 26°22'04" W	203.30'
⑤④	05°02'26"	958.07'	84.29'	N 00°16'06" W	84.26'
⑤⑤	06°12'29"	908.07'	98.39'	S 00°18'55" W	98.34'
⑤⑥	82°38'29"	10.00'	14.42'	S 44°06'35" E	13.22'
⑤⑦	97°21'31"	10.00'	16.99'	S 45°53'25" W	15.02'
⑤⑧	47°09'26"	204.12'	168.00'	S 26°22'05" E	163.30'
⑤⑨	49°53'08"	50.00'	43.53'	S 74°53'20" E	42.17'
⑥①	01°13'38"	958.07'	20.52'	S 02°51'23" W	20.52'
⑥②	13°20'02"	566.00'	131.72'	N 02°03'17" W	131.42'

**APPROVED**  
 DEC 4 2013  
 PLANNING COMMISSION

**CAYO DEL OSO SUBDIVISION, SECTION I**  
 BEING 23.41 ACRES OF LAND SITUATED IN LOTS 9, 10, 11, 5A, 6A AND 7A, SECTION 26 OF THE FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS AS RECORDED IN VOLUME A, PAGE 41 THROUGH PAGE 43 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS.

SCALE: 1" = 100'  
 DATE: 08-22-13

APPROVED BY:  
 A.C. FRANKSON

DRAWN BY: M<sup>3</sup>  
 JOB NO: 12-082

**BALUSEK-FRANKSON**  
 308 E. GOODWIN AVE., VICTORIA, TEXAS  
 (361) 578-9956 F-9183 FAX: (361) 573-6991

FINAL PLAT SHEET NO. 1 of 2



THE STATE OF TEXAS    }}  
 COUNTY OF NUECES     }}

PALM LAND INVESTMENT, INC. HEREBY CERTIFIES THAT THEY ARE THE OWNER OF LANDS EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT; THAT THEY HAVE 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: \_\_\_\_\_  
 DAN CABALLERO, PRESIDENT

THE STATE OF TEXAS    }}  
 COUNTY OF NUECES     }}

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAN CABALLERO, PRESIDENT OF PALM LAND INVESTMENT, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THE STATE OF TEXAS    }}  
 COUNTY OF NUECES     }}

I, A.C. FRANKSON, REGISTERED PROFESSIONAL LAND SURVEYOR FOR BALUSEK-FRANKSON, 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 HEREON AND TO COMPLETE SUCH OPERATIONS WITH DUE AND REASONABLE DILIGENCE CONSISTENT WITH SOUND PROFESSIONAL PRACTICE.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 A.C. FRANKSON, R.P.L.S.  
 TEXAS LICENSE NO. 2239

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\_\_\_\_.

\_\_\_\_\_  
 RENEE T. COUTURE, P.E.  
 DEVELOPMENT SERVICES ENGINEER

THE 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\_\_\_\_.

\_\_\_\_\_  
 PHILIP J. RAMIREZ, A.I.A., LEED AP  
 CHAIRMAN

\_\_\_\_\_  
 MARK E. VAN VLECK, P.E.  
 SECRETARY

THE STATE OF TEXAS    }}  
 COUNTY OF NUECES     }}

I, DIANA T. BARRERA, 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., IN SAID COUNTY IN VOLUME \_\_\_\_\_, PAGES \_\_\_\_\_, 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.

\_\_\_\_\_  
 DIANA T. BARRERA, COUNTY CLERK  
 NUECES COUNTY, TEXAS

NO. \_\_\_\_\_  
 FILED FOR RECORD

BY: \_\_\_\_\_

**GENERAL NOTES:**

- TOTAL AREA BEING PLATTED: 23.41 ACRES
- PROPERTY IS ZONED "RS-4.5".
- WE HAVE CONSULTED THE FEDERAL INSURANCE FLOOD HAZARD MAP AND MADE A GRAPHIC DETERMINATION THAT PORTIONS OF THE PROPERTY DESCRIBED HEREIN IS LOCATED IN ZONE "A13" (EL 10), A FLOOD PRONE AREA, ZONE "B", AN AREA BETWEEN THE 100-YEAR FLOOD AND THE 500-YEAR FLOOD, AND ZONE "C", AN AREA OF MINIMAL FLOODING, ACCORDING TO COMMUNITY PANEL NO. 485494 0540 C ADOPTED MARCH 18, 1985.
- THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSD BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSD BAY AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEQ ALSO CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
- BEARINGS BASED ON THE TEXAS PLANE COORDINATE SYSTEM, SOUTH ZONE,
- THE FINISH FLOOR ELEVATIONS MUST BE A MIN. OF 18" ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY AS OVERFLOW PROTECTION.
- PRIVATE DRIVEWAYS FROM LOTS 1, 25 & 26, BLOCK 1, LOTS 2, 3, 17, & 18, BLOCK 2, LOTS 2 & 24, BLOCK 3, LOTS 1 & 7, BLOCK 4, LOTS 1 & 9, BLOCK 5, LOTS 1 & 8, BLOCK 6, LOTS 1 & 42, BLOCK 7, LOTS 1 & 2, BLOCK 8, LOTS 14 & 15, BLOCK 9, AND LOT 18, BLOCK 10 ONTO OSD PARKWAY ARE PROHIBITED.
- YARD REQUIREMENTS AS DEPICTED ARE A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND ARE SUBJECT TO CHANGE AS ZONING MAY CHANGE.
- CONTOURS ARE BASED ON 1988 DATUM.

**LOT AREAS**

BLOCK 1		BLOCK 2		BLOCK 3		BLOCK 5	
LOT 1 - 7,352 S.F.	LOT 1 - 8,892 S.F.	LOT 1 - 90,902 S.F.	LOT 1 - 9,757 S.F.				
LOT 2 - 6,584 S.F.	LOT 2 - 9,643 S.F.	LOT 2 - 19,538 S.F.	LOT 2 - 9,152 S.F.				
LOT 3 - 6,579 S.F.	LOT 3 - 7,719 S.F.	LOT 3 - 15,012 S.F.	LOT 3 - 9,152 S.F.				
LOT 4 - 7,032 S.F.	LOT 4 - 7,849 S.F.	LOT 4 - 18,747 S.F.	LOT 4 - 11,868 S.F.				
LOT 5 - 6,164 S.F.	LOT 5 - 7,251 S.F.	LOT 5 - 17,748 S.F.	LOT 5 - 10,202 S.F.				
LOT 6 - 6,605 S.F.	LOT 6 - 6,600 S.F.	LOT 6 - 17,641 S.F.					
LOT 7 - 6,593 S.F.	LOT 7 - 6,600 S.F.	LOT 7 - 18,133 S.F.					
LOT 8 - 6,616 S.F.	LOT 8 - 6,613 S.F.	LOT 8 - 18,563 S.F.					
LOT 9 - 9,344 S.F.	LOT 9 - 7,021 S.F.	LOT 9 - 15,900 S.F.					
LOT 10 - 8,261 S.F.	LOT 10 - 8,184 S.F.	LOT 10 - 14,364 S.F.					
LOT 11 - 7,366 S.F.	LOT 11 - 11,243 S.F.	LOT 11 - 30,699 S.F.					
LOT 12 - 9,750 S.F.	LOT 12 - 7,425 S.F.						
LOT 13 - 13,834 S.F.	LOT 13 - 7,150 S.F.						
LOT 14 - 7,154 S.F.	LOT 14 - 7,482 S.F.						
LOT 15 - 6,895 S.F.	LOT 15 - 7,645 S.F.						
LOT 16 - 6,900 S.F.	LOT 16 - 7,463 S.F.						
LOT 17 - 6,900 S.F.	LOT 17 - 7,155 S.F.						
LOT 18 - 6,900 S.F.	LOT 18 - 6,900 S.F.						
LOT 19 - 6,868 S.F.	LOT 19 - 10,949 S.F.						
LOT 20 - 8,430 S.F.	LOT 20 - 9,525 S.F.						
LOT 21 - 10,308 S.F.	LOT 21 - 7,773 S.F.						
LOT 22 - 8,470 S.F.							
LOT 23 - 6,683 S.F.							
LOT 24 - 6,900 S.F.							
LOT 25 - 7,427 S.F.							
LOT 26 - 7,413 S.F.							



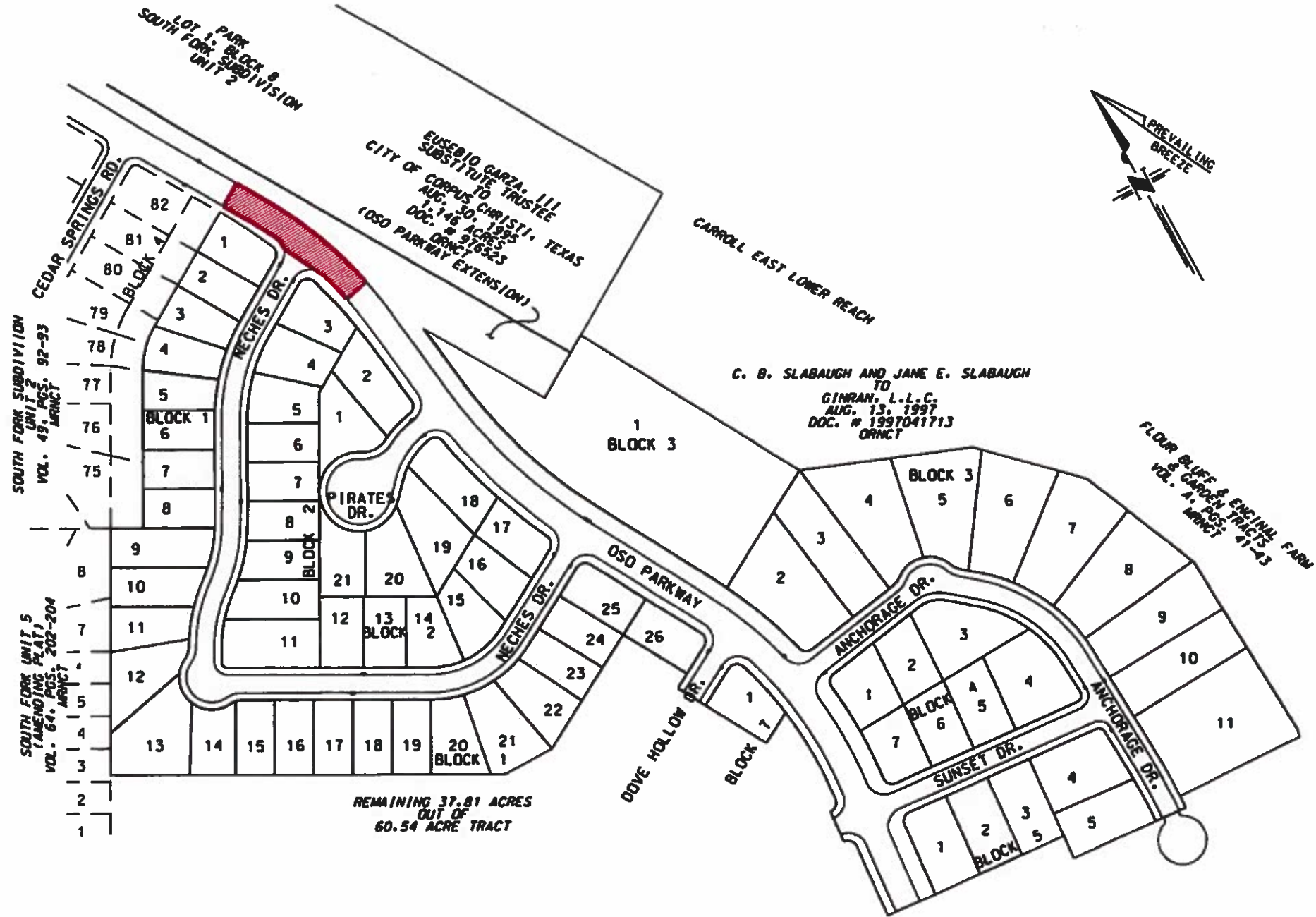
**CAYO DEL OSO SUBDIVISION, SECTION I**  
 BEING 23.41 ACRES OF LAND SITUATED IN LOTS 9, 10, 11, 5A, 6A AND 7A, SECTION 26 OF THE FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS AS RECORDED IN VOLUME A, PAGE 41 THROUGH PAGE 43 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS.

SCALE: 1"= 100'	APPROVED BY: A.C. FRANKSON	DRAWN BY: M <sup>3</sup>
DATE: 08-22-13		JOB NO: 12-082

**BALUSEK-FRANKSON**  
 308 E. GOODWIN AVE., VICTORIA, TEXAS  
 (361)578-9956 F-9183 FAX: (361)573-6991

FINAL PLAT SHEET NO. 2 of 2





**OFFSITE STREET PARTICIPATION LAYOUT**  
**FOR OSO PARKWAY ADJACENT TO CAYO**  
**DEL OSO SUBDIVISION, SECTION 1**  
**SCALE: 1" = 200'**



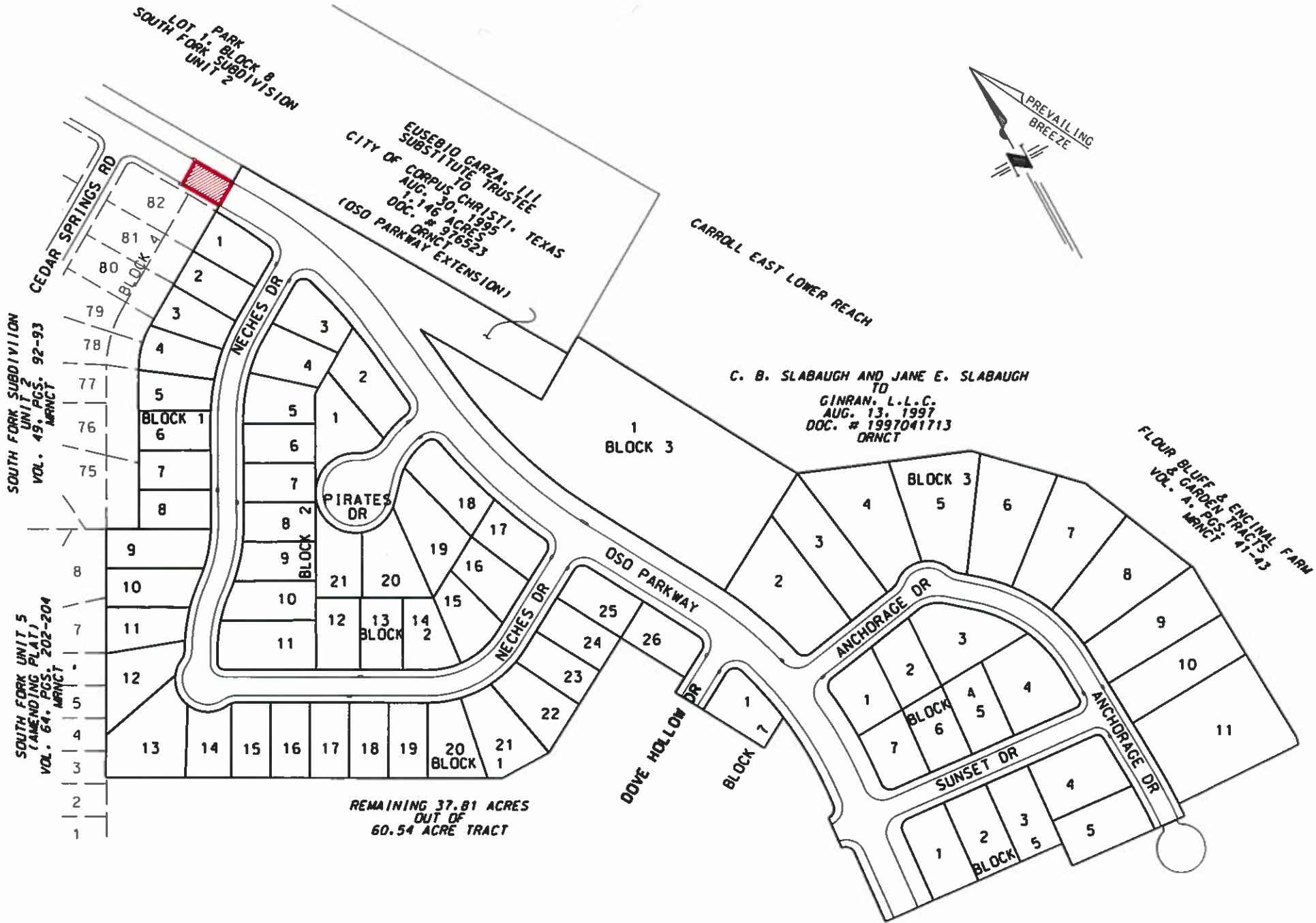
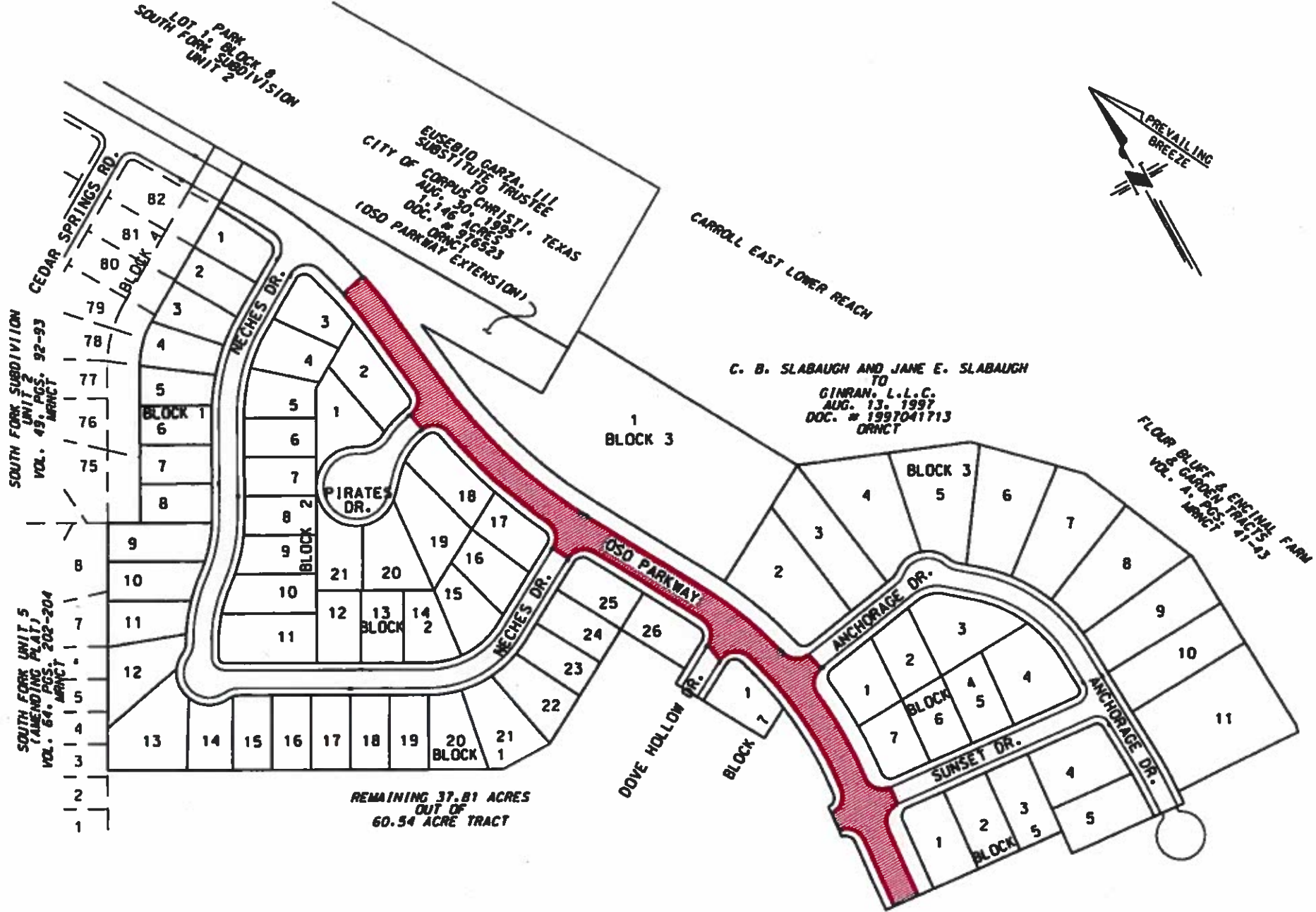


Exhibit 2





STREET PARTICIPATION LAYOUT  
 CAYO DEL OSO SUBDIVISION, SECTION I  
 SCALE: 1" = 200'

CONSTRUCTION ESTIMATE  
FOR  
CAYO DEL OSO SUBDIVISION  
SECTION 1

Engineer: Balusek-Frankson  
 Firm No.: 9183  
 Client: Palm Land Investment, Inc.  
 Dan Caballero, President  
 By: A.C. Frankson, P.E.  
 Date: June 27, 2014  
 Legal Description: Being a portion of Lots 5A, 6A, 10 & 11, Section 26 of The Flour Bluff & Encinal Farm and Garden Tracts as recorded in Volume A, Pages 41 - 43 of the Map Records of Nueces County, Texas, same being a portion of that 1.146 acre tract of land conveyed to the City of Corpus Christi, Texas by Eusebio Garza III, Substitute Trustee by deed dated August 30, 1995 by Document No. 976523 and a portion of that 60.54 acre tract of land conveyed to Palm Land Investment, Inc. by L & L Family Partnership, Ltd. by Correction Deed dated February 20, 2012 by Document No. 2012011143, both recorded in the Official Records of Nueces County, Texas.  
 Job No: 12-082

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
<b>WASTEWATER COLLECTION SYSTEM</b>				
10" Sanitary Sewer Line (8' – 10' deep)	LF	433.	\$38.00	\$16,454.00
10" Sanitary Sewer Line (10' – 12' deep)	LF	1,255.	\$40.00	\$50,200.00
10" Sanitary Sewer Line (12' – 14' deep)	LF	1,242.	\$42.00	\$52,164.00
8" Sanitary Sewer Line (Less than 6' deep)	LF	662.	\$28.00	\$18,536.00
8" Sanitary Sewer Line (8' – 10' deep)	LF	324.	\$32.00	\$10,368.00
8" Sanitary Sewer Line (10' – 12' deep)	LF	271.	\$34.00	\$9,214.00
Sanitary Sewer Manhole (Less than 6' deep)	Ea.	3.	\$3,300.00	\$9,900.00



DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
Sanitary Sewer Manhole (6' – 8' deep)	Ea.	2.	\$3,500.00	\$7,000.00
Sanitary Sewer Manhole (8' – 10' deep)	Ea.	1.	\$3,700.00	\$3,700.00
Sanitary Sewer Manhole (10' – 12' deep)	Ea.	1.	\$3,900.00	\$3,900.00
Sanitary Sewer Manhole (12' – 14' deep)	Ea.	2.	\$4,100.00	\$8,200.00
Sanitary Sewer Drop Manhole (8' – 10' deep)	Ea.	1.	\$3,850.00	\$3,850.00
Sanitary Sewer Drop Manhole (10' – 12' deep)	Ea.	2.	\$4,150.00	\$8,300.00
Sanitary Sewer Drop Manhole (12' – 14' deep)	Ea.	2.	\$4,300.00	\$8,600.00
Sanitary Sewer Manhole - adjust rim elevation	Ea.	1.	\$600.00	\$600.00
Sanitary Sewer Clean-out	Ea.	2.	\$300.00	\$600.00
Sanitary Sewer Plug	Ea.	1.	\$300.00	\$300.00
4" Short Sanitary Sewer Service (Less than 8' deep)	Ea.	18.	\$600.00	\$10,800.00
4" Short Sanitary Sewer Service (More than 8' deep)	Ea.	23.	\$800.00	\$18,400.00
4" Long Sanitary Sewer Service (Less than 8' deep)	Ea.	14.	\$1,500.00	\$21,000.00
4" Long Sanitary Sewer Service (More than 8' deep)	Ea.	14.	\$1,600.00	\$22,400.00
6" Long Sanitary Sewer Service (Less than 8' deep)	Ea.	1.	\$800.00	\$800.00
Trench Safety	LF	4,187.	\$4.00	\$16,748.00
<b>Sub-Total Wastewater Collection System</b>				<b>\$302,034.00</b>

<b>WATER DISTRIBUTION SYSTEM</b>				
Connect to Existing 8" Dia. Water Line	Ea.	1.	\$500.00	\$500.00
8" Dia. Water Line	LF	2,107.	\$24.00	\$50,568.00
6" Dia. Water Line	LF	2,657.	\$20.00	\$53,140.00
8" Gate Valve	Ea.	7.	\$1,200.00	\$8,400.00
6" Gate Valve	Ea.	8.	\$1,050.00	\$8,400.00
8" x 8" x 8" Tee Fitting	Ea.	1.	\$550.00	\$550.00
8" x 8" x 6" Tee Fitting	Ea.	5.	\$525.00	\$2,625.00
6" x 6" x 6" Tee Fitting	Ea.	2.	\$480.00	\$960.00
8" x 45° Bend Fitting	Ea.	1.	\$450.00	\$450.00
6" x 90° Bend Fitting	Ea.	1.	\$425.00	\$425.00
6" x 45° Bend Fitting	Ea.	1.	\$350.00	\$350.00
6" x 22 1/2° Bend Fitting	Ea.	1.	\$350.00	\$350.00
6" x 11 1/4° Bend Fitting	Ea.	2.	\$350.00	\$700.00
8" x 6" Reducer	Ea.	1.	\$350.00	\$350.00
8" Dia. Cap	Ea.	1.	\$350.00	\$350.00
6" Dia. Cap	Ea.	2.	\$325.00	\$650.00
Fire Hydrant Assembly (includes 8" x 8" x 6" Tee. 6" gate valve & lead)	Ea.	1.	\$3,650.00	\$3,650.00
Fire Hydrant Assembly (includes 6" x 6" x 6" Tee. 6" x 90° Bend Fitting. 6" gate valve & lead)	Ea.	3.	\$3,900.00	\$11,700.00
Fire Hydrant Assembly (includes 6" x 6" x 6" Tee. 6" gate valve & lead)	Ea.	2.	\$3,500.00	\$7,000.00
Short Double Water Service	Ea.	11.	\$850.00	\$9,350.00
Short Single Water Service	Ea.	4.	\$550.00	\$2,200.00
Long Double Water Service	Ea.	21.	\$1,500.00	\$31,500.00
Long Single Water Service	Ea.	2.	\$1,200.00	\$2,400.00
<b>Sub-Total Water Distribution System</b>				<b>\$196,568.00</b>



<b>STREETS &amp; DRAINAGE</b>				
Demolition	LS	1.	\$1,000.00	\$1,000.00
Excavation	LS	1.	\$75,000.00	\$75,000.00
Site Grading	SY	110,377	\$1.00	\$110,377.00
Curb & Gutter	LF	8,496.	\$16.50	\$140,184.00
Sidewalk	SF	47,247.	\$5.50	\$59,858.50
<b>TYPE A ROADBED STRUCTURE (OSO PARKWAY)</b>				
Excavation, Grading & Compaction (Measured 2' behind curb to 2' behind curb)	SY	8,805.	\$6.25	\$55,031.25
11" Thick Flexible Base (Measured lip to lip of gutter)	SY	7,366.	\$22.50	\$165,735.00
7 1/2" Thick Flexible Base (Measured under curb and gutter and 2' behind curb)	SY	1,439.	\$16.50	\$23,743.50
Tensor TX5 Geotextile Fabric (Measured 2' behind curb to 2' behind curb)	SY	8,805.	\$6.85	\$60,314.25
Prime Coat	SY	7,366.	\$2.25	\$16,573.50
Hot Mix Asphaltic Concrete Pavement (4" thick) (min. 440 lbs/sy)	SY	7,366.	\$24.75	\$182,308.50
<b>TYPE B ROADBED STRUCTURE (ALL STREETS EXCEPT OSO PARKWAY)</b>				
Excavation, Grading & Compaction (Measured 2' behind curb to 2' behind curb)	SY	10,363.	\$3.60	\$37,306.80
6" Thick Flexible Base (Measured lip to lip of gutter)	SY	7,973.	\$12.50	\$99,662.50
3" Thick Flexible Base (Measured under curb & gutter and 2' behind curb)	SY	2,390.	\$6.50	\$15,535.00
Tensor TX5 Geotextile Fabric (Measured 2' behind curb to 2' behind curb)	SY	10,363.	\$6.85	\$70,986.55
Prime Coat	SY	7,973.	\$2.25	\$17,939.25
Hot Mix Asphaltic Concrete Pavement (2" thick) (min.220 lbs/sy)	SY	7,973.	\$11.85	\$94,480.05
<b>Sub-Total Streets</b>				<b>\$1,426,035.65</b>

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
18" Storm Sewer Pipe (Less than 6' deep)	LF	362.	\$58.00	\$20,996.00
18" Storm Sewer Pipe (6' – 8' deep)	LF	440.	\$60.00	\$26,400.00
24" Storm Sewer Pipe (Less than 6' deep)	LF	192.	\$75.00	\$14,400.00
24" Storm Sewer Pipe (6' – 8' deep)	LF	545.	\$77.00	\$41,965.00
24" Storm Sewer Pipe (8' – 10' deep)	LF	109.	\$79.00	\$8,611.00
30" Storm Sewer Pipe (6' – 8' deep)	LF	226.	\$93.00	\$21,018.00
30" Storm Sewer Pipe (8' – 10' deep)	LF	700.	\$95.00	\$66,500.00
30" Storm Sewer Pipe (10' – 12' deep)	LF	131.	\$97.00	\$12,707.00
36" Storm Sewer Pipe (8' – 10' deep)	LF	132.	\$107.00	\$14,124.00
36" Storm Sewer Pipe (10' - 12' deep)	LF	47.	\$109.00	\$5,123.00
42" Storm Sewer Pipe (8' – 10' deep)	LF	173.	\$120.00	\$20,760.00
42" Storm Sewer Pipe (10' – 12' deep)	LF	61.	\$122.00	\$7,442.00
Storm Sewer Manhole (Less than 6' deep)	Ea.	2.	\$3,100.00	\$6,200.00
Storm Sewer Manhole (6' – 8' deep)	Ea.	9.	\$3,300.00	\$29,700.00
Storm Sewer Manhole (8' – 10' deep)	Ea.	7.	\$3,500.00	\$24,500.00
Storm Sewer Manhole (10' – 12' deep)	Ea.	2.	\$3,700.00	\$7,400.00
Curb Inlet (Less than 6' deep)	Ea.	19.	\$2,900.00	\$55,100.00
Curb Inlet (8' – 10' deep)	Ea.	1.	\$3,000.00	\$3,000.00
Rock Riprap	SY	278.	\$25.00	\$6,950.00
Outfall Ditch Excavation	CY	247.	\$8.00	\$1,976.00
Trench Safety	LF	3,118.	\$5.00	\$15,590.00
<b>Sub-Total Drainage</b>				<b>\$410,462.00</b>
<b>Engineering &amp; Contingencies (10%)</b>				<b>\$233,509.97</b>
<b>Total</b>				<b>\$2,568,609.62</b>



OFFSITE STREET PARTICIPATION ESTIMATE  
FOR  
OSO PARKWAY ADJACENT TO  
CAYO DEL OSO SUBDIVISION  
SECTION 1

Engineer: Balusek-Frankson  
 Firm No.: 9183  
 Client: Palm Land Investment, Inc.  
 Dan Caballero, President  
 By: A.C. Frankson, P.E.  
 Legal Description: Being a portion of Lot 5A, Section 26 of the Flour Bluff and Encinal Farm and Garden Tracts as recorded in Volume A, Page 41, through Page 43 of the Map Records of Nueces County, Texas, same being a portion of that 1.146 acre tract of land conveyed to the City of Corpus Christi, Texas by Eusebio Garza, III, Substitute Trustee by deed dated August 30, 1995 by Document No. 976523 recorded in the Official Records of Nueces County, Texas.  
 Job No: 12-082

Description	Unit	Quantity	Price	Amount
Excavate and compact subgrade	L.F.	248.	\$30.55	\$7,576.40
Tensar TX5 Geotextile cloth	L.F.	248.	\$33.48	\$8,303.04
11" thick flexible base (lip to lip of gutter)	L.F.	248.	\$90.00	\$22,320.00
7 1/2" thick flexible base (lip of gutter to 2" behind curb)	L.F.	248.	\$14.64	\$3,630.72
Prime coat	L.F.	248.	\$9.00	\$2,232.00
4" (440 #/sy) Hot Mix Asphalt Concrete Pavement	L.F.	248.	\$99.00	\$24,552.00
Curb and gutter	L.F.	496.	\$15.00	\$7,440.00
Sidewalk	L.F.	496.	\$35.75	\$17,732.00
Storm sewer manhole (<6' deep)	Ea.	1.	\$3,500.00	\$3,500.00
30" diameter storm sewer (<6' deep)	L.F.	111.	\$97.00	\$10,767.00
24" diameter storm sewer (<6' deep)	L.F.	180.	\$74.00	\$13,320.00
<b>Sub-Total</b>				<b>\$113,796.76</b>
<b>Engineering and Contingencies 10%</b>				<b>\$ 11,379.68</b>
<b>Total Cost for Full-Width Street</b>				<b>\$125,176.44</b>
<b>Total Cost for Half-Width Street</b>				<b>\$62,588.22</b>

OFFSITE STREET PARTICIPATION ESTIMATE  
FOR  
CAYO DEL OSO SUBDIVISION  
SECTION 1

Engineer: Balusek-Frankson  
 Firm No.: 9183  
 Client: Palm Land Investment, Inc.  
 Dan Caballero, President  
 By: A.C. Frankson, P.E.  
 Legal Description: Being a portion of Lot 5A, Section 26 of the Flour Bluff and Encinal Farm and Garden Tracts as recorded in Volume A, Page 41, through Page 43 of the Map Records of Nueces County, Texas, same being a portion of that 1.146 acre tract of land conveyed to the City of Corpus Christi, Texas by Eusebio Garza, III, Substitute Trustee by deed dated August 30, 1995 by Document No. 976523 recorded in the Official Records of Nueces County, Texas.  
 Job No: 12-082

Description	Unit	Quantity	Price	Amount
Remove curb and gutter	L.F.	42.	\$10.00	\$420.00
Excavate and compact subgrade	L.F.	71.	\$30.55	\$2,169.05
Tensar TX5 Geotextile cloth	L.F.	71.	\$33.48	\$2,377.08
11" thick flexible base (lip to lip of gutter)	L.F.	71.	\$90.00	\$6,390.00
7 1/2" thick flexible base (lip of gutter to 2" behind curb)	L.F.	71.	\$14.64	\$1,039.44
Prime coat	L.F.	71.	\$9.00	\$639.00
4" (440 #/sy) Hot Mix Asphalt Concrete Pavement	L.F.	71.	\$99.00	\$7,029.00
Curb and gutter	L.F.	130.	\$15.00	\$1,950.00
Sidewalk	L.F.	142.	\$35.75	\$5,076.50
5' curb inlet (<6' deep)	Ea.	2.	\$3,400.00	\$6,800.00
Storm sewer manhole (<6' deep)	Ea.	1.	\$3,500.00	\$3,500.00
18" diameter storm sewer (<6' deep)	L.F.	40.6	\$58.00	\$2,354.80
24" diameter storm sewer (<6' deep)	L.F.	68.	\$74.00	\$5,032.00
<b>Sub-Total</b>				<b>\$44,776.87</b>
<b>Engineering and Contingencies 10%</b>				<b>\$ 4,477.69</b>
<b>Total</b>				<b>\$49,254.56</b>



STREET PARTICIPATION ESTIMATE  
FOR  
CAYO DEL OSO SUBDIVISION  
SECTION 1

Engineer: Balusek-Frankson  
 Firm No.: 9183  
 Client: Palm Land Investment, Inc.  
 Dan Caballero, President  
 By: A.C. Frankson, P.E.  
 Date: June 27, 2014  
 Legal Description: Being a portion of Lots 5A, 6A, 10 & 11, Section 26 of The Flour Bluff & Encinal Farm and Garden Tracts as recorded in Volume A, Page 41 - 43 of the Map Records of Nueces County, Texas, same being a portion of that 1.146 acre tract of land conveyed to the City of Corpus Christi, Texas by Eusebio Garza III, Substitute Trustee by deed dated August 30, 1995 by Document No. 976523 and a portion of that 60.54 acre tract of land conveyed to Palm Land Investment, Inc. by L & L Family Partnership, Ltd. by Correction Deed dated February 20, 2012 by Document No. 2012011143, both recorded in the Official Records of Nueces County, Texas.  
 Job No: 12-082

Description	Unit	Quantity	Price	Amount
Excavation grading and compaction from 2' behind curb to 2' behind curb (5" excavation)	L.F.	1295.76	\$15.11	\$19,578.93
Hot Mix Asphaltic Concrete Pavement (Ty D) (2" HMACP)	L.F.	1295.76	\$61.55	\$79,754.03
Type A, Grade 1 Crushed Limestone, lip to lip of gutter (3")	L.F.	1295.76	\$29.82	\$38,639.56
Type A, Grade 1, Crushed Limestone, lip of gutter to 2' behind curb (4 1/2")	L.F.	1295.76	\$10.02	\$12,983.52
<b>Sub-Total</b>				<b>\$150,956.04</b>
<b>Engineering and Contingencies (10%)</b>				<b>\$ 15,095.60</b>
<b>Total</b>				<b>\$166,051.64</b>



**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: Palm Land Investment, Inc.

STREET: 5949 La Costa Drive CITY: Corpus Christi ZIP: 78414-2407

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)
<u>None</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>None</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>None</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>None</u>	<u>N/A</u>
_____	_____

**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: Dan Caballero Title: President  
(Print)

Signature of Certifying Person:  Date: 9/2/2014



## DEFINITIONS

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "Consultant". Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.



**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:** Palm Land Investment, Inc.

**STREET:** 5949 La Costa Drive **CITY:** Corpus Christi **ZIP:** 78414-2407

**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)
<u>None</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>None</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>None</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>None</u>	<u>N/A</u>
_____	_____

**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:** Maria E. Caballero **Title:** Vice-President  
 (Print)

**Signature of Certifying Person:** *Maria E. Caballero* **Date:** 9/2/2014



## DEFINITIONS

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "Consultant". Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.