

Ordinance authorizing city manager or designee to execute a wastewater collection line extension construction and reimbursement agreement ("Agreement") with Palm Land Investments Inc. ("Developer"), for the construction of a sanitary sewer collection line and appropriating \$14,724.00 from the No. 4220 Sanitary Sewer Collection Line Trust Fund to reimburse the Developer in accordance with the Agreement.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City Manager, or designee, is authorized to execute a wastewater collection line extension construction and reimbursement agreement ("Agreement") with Palm Land Investments Inc. ("Developer"), for the extension of an 12-inch sanitary sewer collection line, including all related appurtenances, for the development of Lot 3, Section 27, Flour Bluff and Encinal Farm and Garden Tracts, known as Sandy Creek Townhomes, Block 1, Lot 1, Corpus Christi, Nueces County, Texas.

SECTION 2. Funding in the amount of \$14,724.00 is appropriated from the No. 4220 Sanitary Sewer Collection Line Trust Fund to reimburse the Developer for the construction of the sanitary sewer collection line improvements in accordance with the Agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2017, by the following vote:

| | | | |
|-------------------|-------|----------------|-------|
| Mayor | _____ | Ben Molina | _____ |
| Rudy Garza | _____ | Lucy Rubio | _____ |
| Paulette Guajardo | _____ | Greg Smith | _____ |
| Michael Hunter | _____ | Carolyn Vaughn | _____ |
| Joe McComb | _____ | | |

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2017, by the following vote:

| | | | |
|-------------------|-------|----------------|-------|
| Mayor | _____ | Ben Molina | _____ |
| Rudy Garza | _____ | Lucy Rubio | _____ |
| Paulette Guajardo | _____ | Greg Smith | _____ |
| Michael Hunter | _____ | Carolyn Vaughn | _____ |
| Joe McComb | _____ | | |

PASSED AND APPROVED on this the _____ day of _____, 2017.

ATTEST:

Rebecca Huerta
City Secretary

Mayor

WASTEWATER COLLECTION LINE EXTENSION CONSTRUCTION AND REIMBURSEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Wastewater Collection Line Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Palm Land Investments Inc., ("Developer/Owner"), a Texas Corporation.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on January 11, 2017 to develop a tract of land, to wit: approximately 9.497 acres of land Situated in Lot 3, Section 27, Flour Bluff and Encinal Farm and Garden Tracts, known as Sandy Creek Townhomes, Block 1, Lot 1, located south of Holly Road and east of Rodd Field Road, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement.

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the wastewater collection line extension ("Wastewater Extension");

WHEREAS, under the UDC, the Developer/Owner is eligible for reimbursement of a portion of the Developer/Owner's costs for the construction of the Wastewater Extension;

WHEREAS, it is to the best interest of the City that the Wastewater Extension be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E.2 of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Collection Line Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Collection Line Trust Fund for installing the Wastewater Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Wastewater Extension in compliance with the City's UDC and under the plans and specifications approved by the City's Development Services Engineer.

2. **PLANS AND SPECIFICATIONS.**

- a. Developer/Owner shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the Wastewater Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following basic design:

1. Install 1374 linear feet 12-inch PVC pipe;

2. Install 1374 linear feet trench safety;
 3. Install four (4) 4-foot diameter manholes (5-10 feet depth);
 4. Install two (2) 4-foot diameter manholes (10-15 feet depth);
 5. Connect to existing 12" Sanitary Sewer Stub;
 6. Install six (6) 8" Sanitary Sewer Plug
 7. Install one (1) 12" Sanitary Sewer Plug
- b. The Wastewater Extension begins at the new proposed wastewater manhole at the southeast corner of Flour Bluff and Encinal Farm Garden Tract 60.18 acre tract and extend approximately 1,902 linear feet east along the south side of Los Arboles at Terra Mar Unit 2 and Monte Verde at Terra Mar Unit 2 Subdivisions.
 - c. The plans and specifications must comply with the City's Wastewater Standards Detail Sheets and Standard Specifications.
 - d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.
3. SITE IMPROVEMENTS. Prior to the start of construction of the Wastewater Extension, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Wastewater Extension. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.
4. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC for the area of the Wastewater Extension.
5. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Wastewater Extension, under the approved plans and specifications, by **April 03, 2018**.
6. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.
7. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.
8. DEFAULT. The following events shall constitute default:
- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.

- b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.
- c. Developer/Owner fails to award a contract for the construction of the Wastewater Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Wastewater Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Wastewater Extension, under the approved plans and specifications, on or before **April 03, 2018**.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

9. NOTICE AND CURE.

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer/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 Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.
- e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
 - 1. Terminate this Agreement after the required notice and opportunity to cure the default;
 - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
 - 3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/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.

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

10. FORCE MAJEURE.

a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within ten (10) business 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.

11. NOTICES.

a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

1. If to the Developer/Owner:

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

2. If to the City:

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

with a copy to:

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

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

12. THIRD PARTY BENEFICIARY. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Wastewater Extension, contracts for testing services, and contracts with the contractor for the construction of the Wastewater Extension must provide that the City is a third party beneficiary of each contract.

13. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, execute a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bonds must comply with Texas Government Code, Chapter 2253.

14. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Wastewater Extension and the construction of the Wastewater Extension for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services and Development Services Engineer.

15. REIMBURSEMENT.

a. Subject to the conditions for reimbursement from the Wastewater Collection Line Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Wastewater Extension up to an amount not to exceed **\$14,724.00** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

b. The City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30 days from the date of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement **Exhibit 5**.

c. To be eligible for reimbursement, the work must be completed in a good and workmanlike manner and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.

d. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

16. INDEMNIFICATION. **DEVELOPER/OWNER SHALL FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST**

ALL SUITS, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES, LIABILITY, DAMAGES AND JUDGMENTS RECOVERED FROM OR ASSERTED AGAINST CITY FOR ANY AND ALL PROPERTY DAMAGE OR INJURIES SUSTAINED BY ANY PERSON, INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION, PERSONAL INJURY OR DEATH, ARISING FROM OR INCIDENT TO, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION OF THE WASTEWATER EXTENSION.

17. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: approximately 9.497 acres of land Situated in Lot 3, Section 27, Flour Bluff and Encinal Farm and Garden Tracts, known as Sandy Creek Townhomes, Block 1, Lot 1, a subdivision in Corpus Christi, Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer/Owner's successors or assigns.

18. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

19. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 6**.

20. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

21. AUTHORITY. The person signing this Agreement on behalf of each of the parties represents, warrants, and guarantees that they have authority to act on behalf of the party and make this Agreement binding and enforceable by their signature.

EXECUTED IN ONE ORIGINAL this _____ day of _____, 20____.

ATTEST:

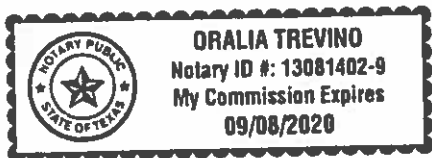
CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Samuel Selman
Assistant City Manager, designee
of the City Manager

APPROVED AS TO FORM: _____, 2017.

Buck Brice,
Assistant City Attorney
For the City Attorney



OWNER:

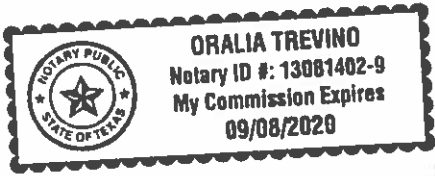
Palm Land Investments, Inc.

By: 
Dan Caballero, President

STATE OF TEXAS §
COUNTY OF Nueces §
 §

This instrument was acknowledged before me on April 6, 2017, by Dan Caballero, President, Palm Land Investments, Inc., a Texas Corporation, on behalf of said corporation.


Notary Public's Signature



OWNER:

Palm Land Investments, Inc.

By: M E Caballero
Maria E. Caballero, Vice President

STATE OF TEXAS

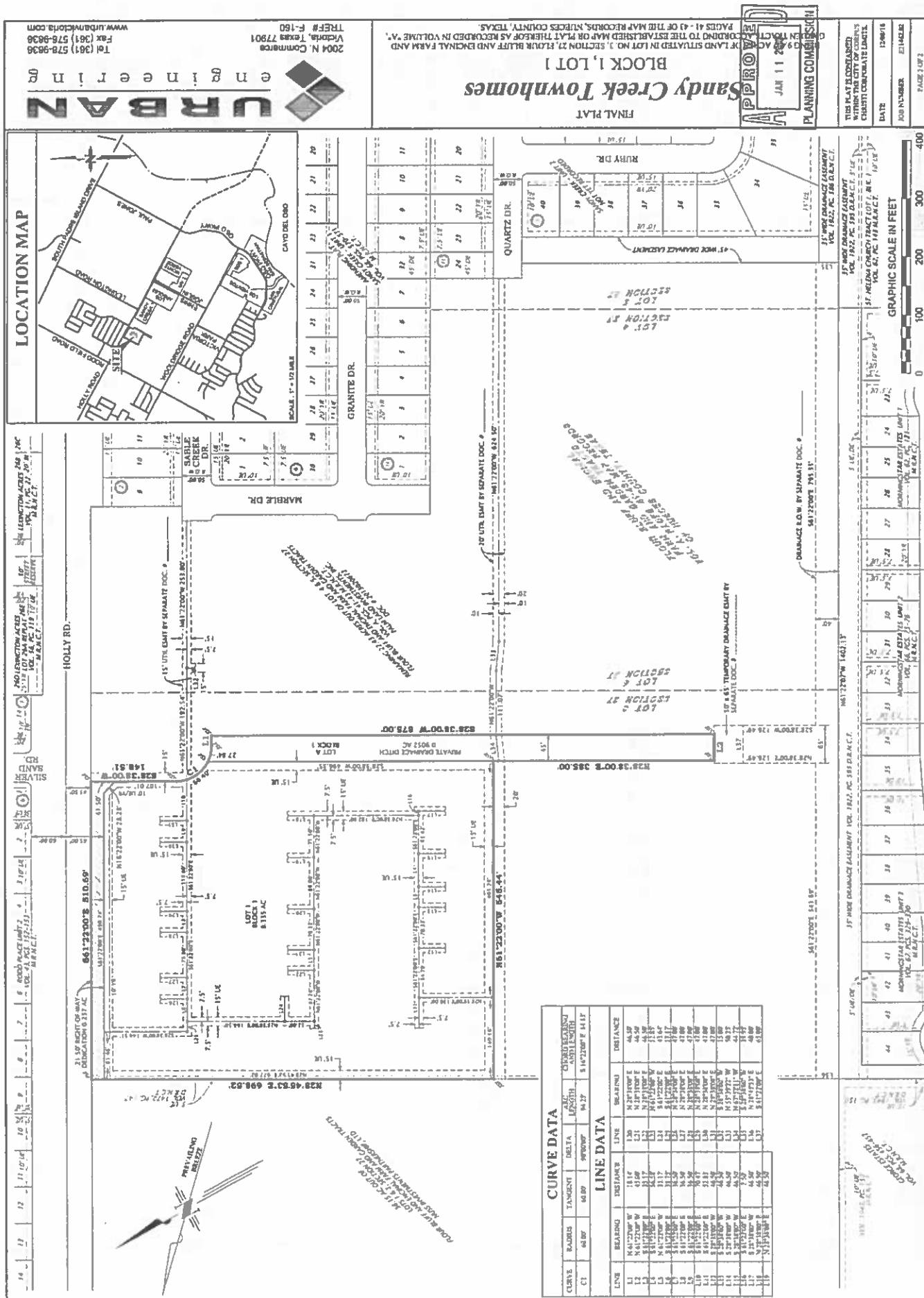
§
§
§

COUNTY OF Nueces

This instrument was acknowledged before me on April 16, 2017, by Maria E. Caballero, Vice President, Palm Land Investment, Inc., a Texas Corporation, on behalf of said corporation.

Oralia Trevino
Notary Public's Signature

[illegible]



APPLICATION FOR WASTEWATER REIMBURSEMENT

We, Palm Land Investments, Inc. a Texas Corporation, located at 5949 La Costa Drive, Corpus Christi, Texas, 78414, owners and developers of proposed Sandy Creek Townhomes, hereby request reimbursement of \$14,724.00 for the installation of the 12-inch SDR-26 PVC wastewater collection line in conjunction with said subdivision, as provided for by City Ordinance No. 17396. \$554,296.00 is the construction cost, including 7.5% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

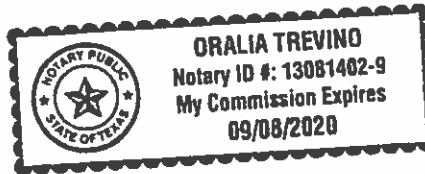


Dan Caballero, President
Palm Land Investments, Inc.

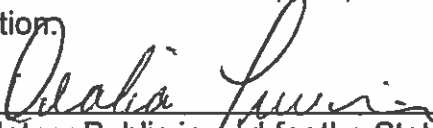
3-29-17

Date

THE STATE OF TEXAS §
COUNTY OF NUECES §



This instrument was acknowledged before me on this day 29th of March, 2017, by Dan Caballero, President of Palm Land Investments, Inc., a Texas Corporation, on behalf of the said corporation.



Notary Public in and for the State of Texas

CERTIFICATION

The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:

- (a) Sufficiency of funds in the Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

Ratna Pottumuthu, P.E.
Development Services Engineer

Date

APPLICATION FOR WASTEWATER CREDIT

We, Palm Land Investments, Inc. a Texas Corporation, located at 5949 La Costa Drive, Corpus Christi, Texas, 78414, owners and developers of proposed Sandy Creek Townhomes, hereby apply for \$14,924.50 credit towards the wastewater acreage fee for the 12-inch SDR-26 PVC wastewater collection line in conjunction with said subdivision as provided for by City Ordinance No. 17396. \$554,296.00 is the construction cost, including 7.5% Engineering and Surveying, as shown by the cost supporting documents attached herewith.



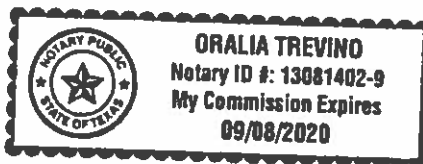
Dan Caballero, President
Palm Land Investments, Inc.

3-29-17

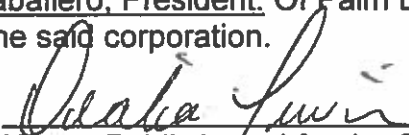
Date

THE STATE OF TEXAS §

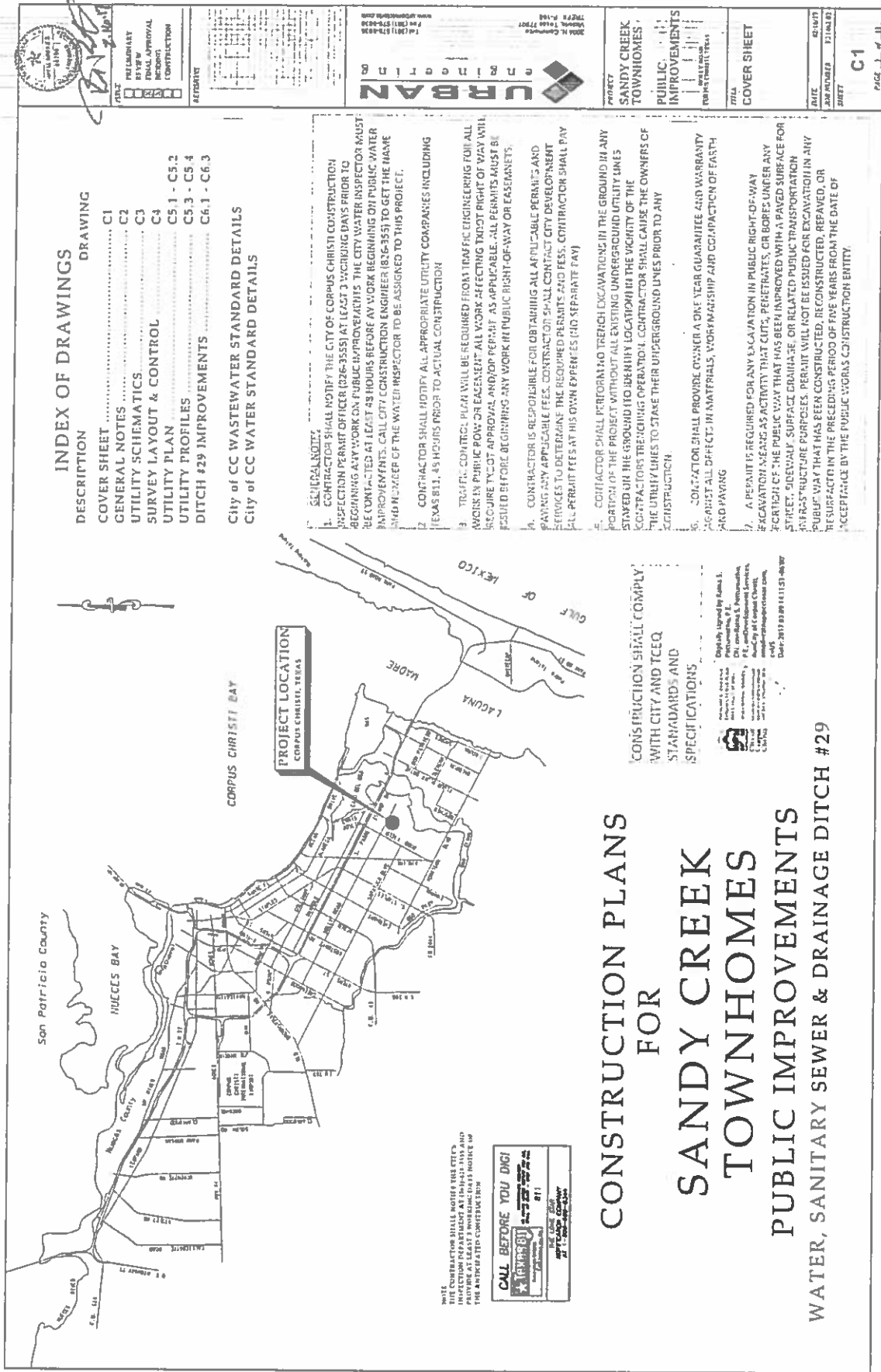
COUNTY OF NUECES §

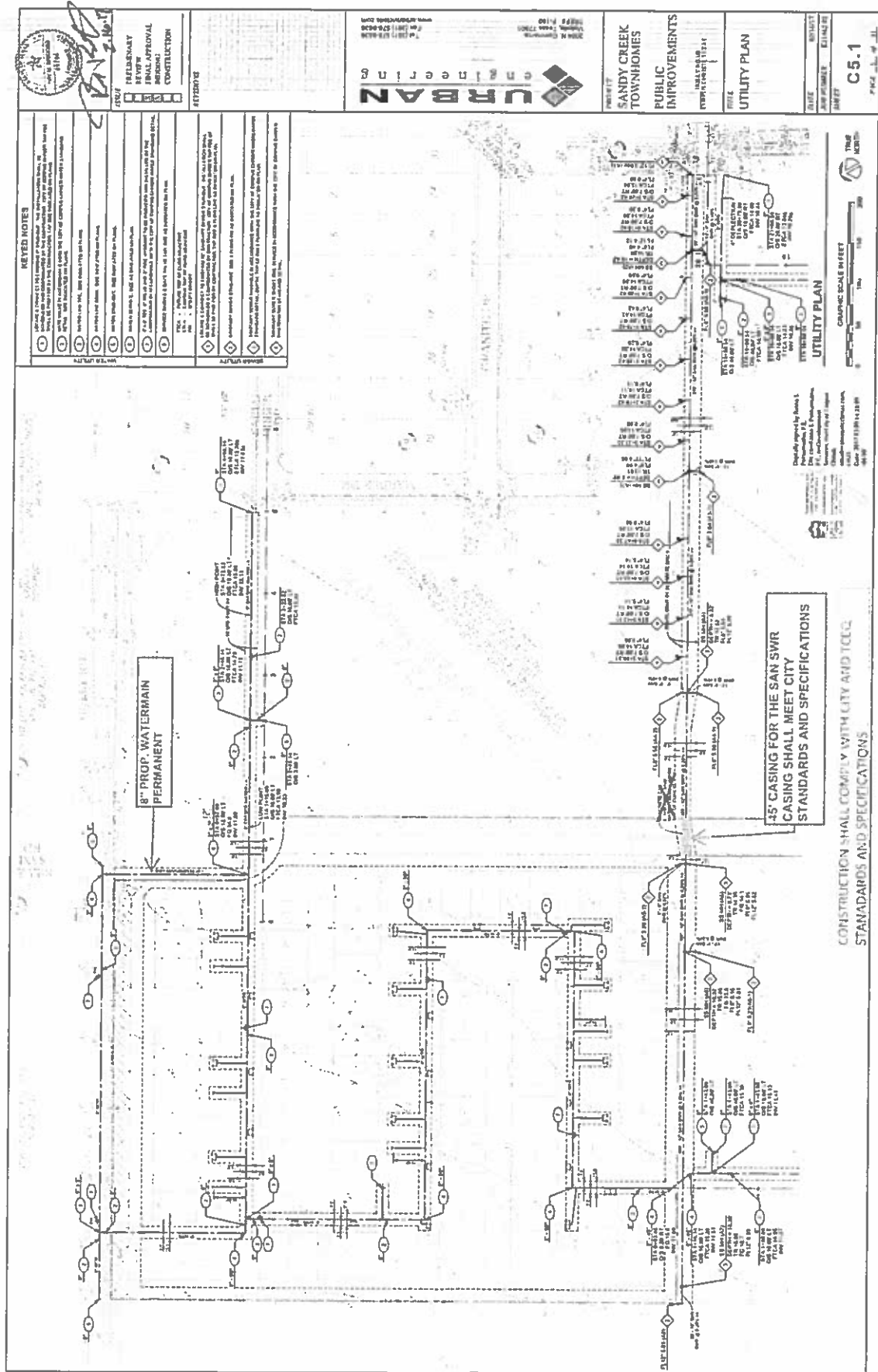


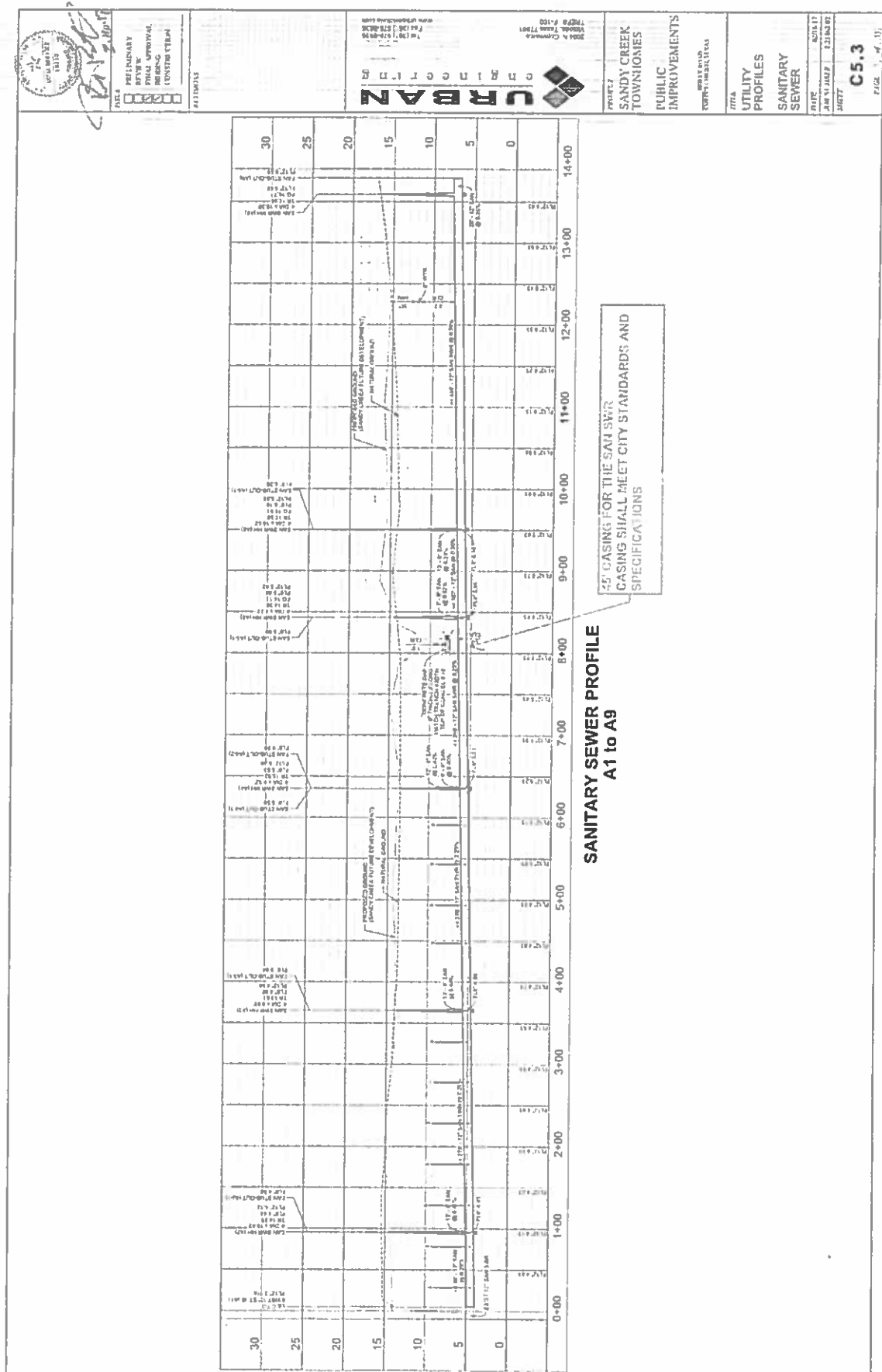
This instrument was acknowledged before me on this day 29th of March, 2017, by Dan Caballero, President Of Palm Land Investments, Inc., a Texas Corporation, on behalf of the said corporation.



Notary Public in and for the State of Texas







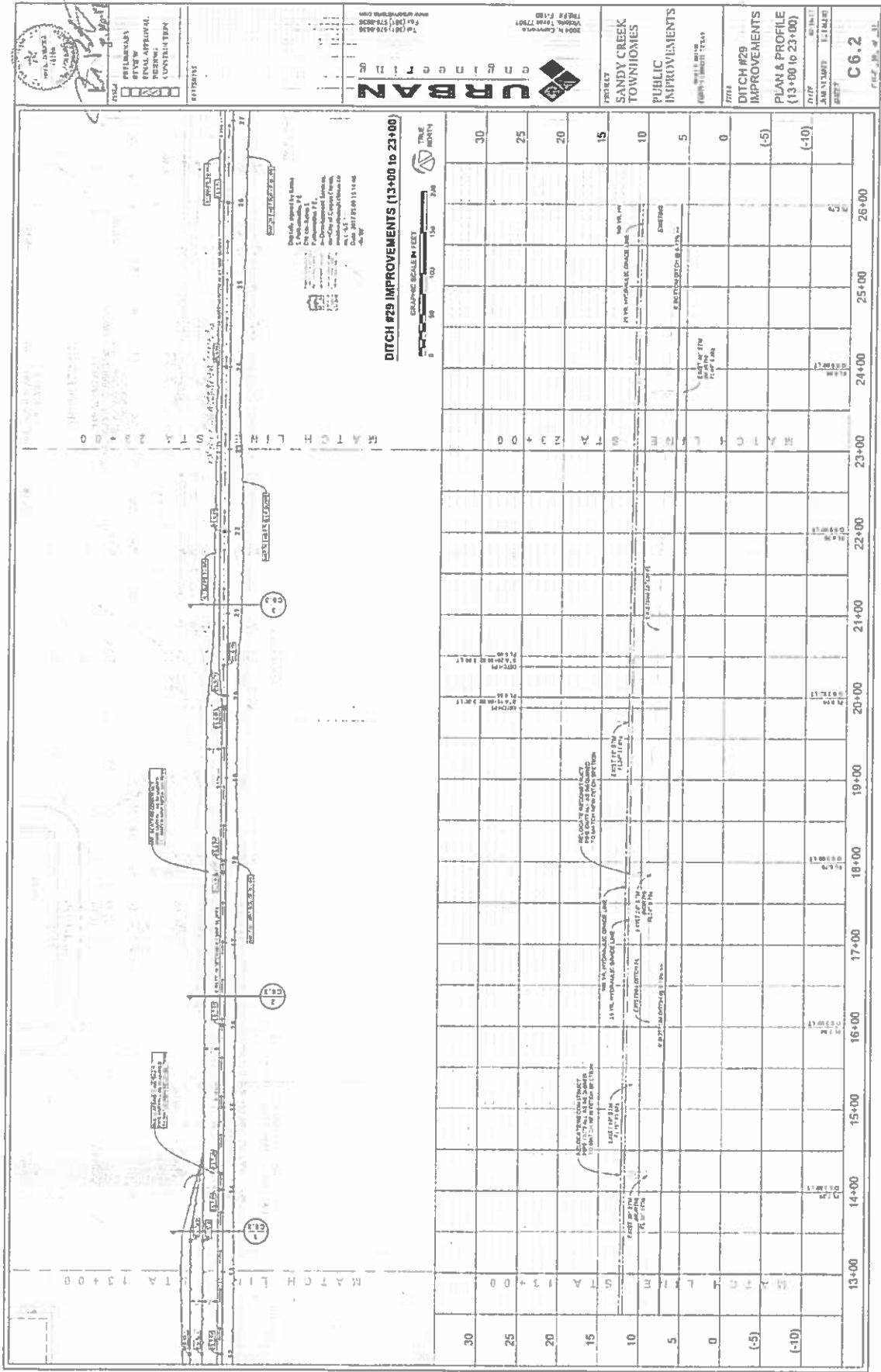
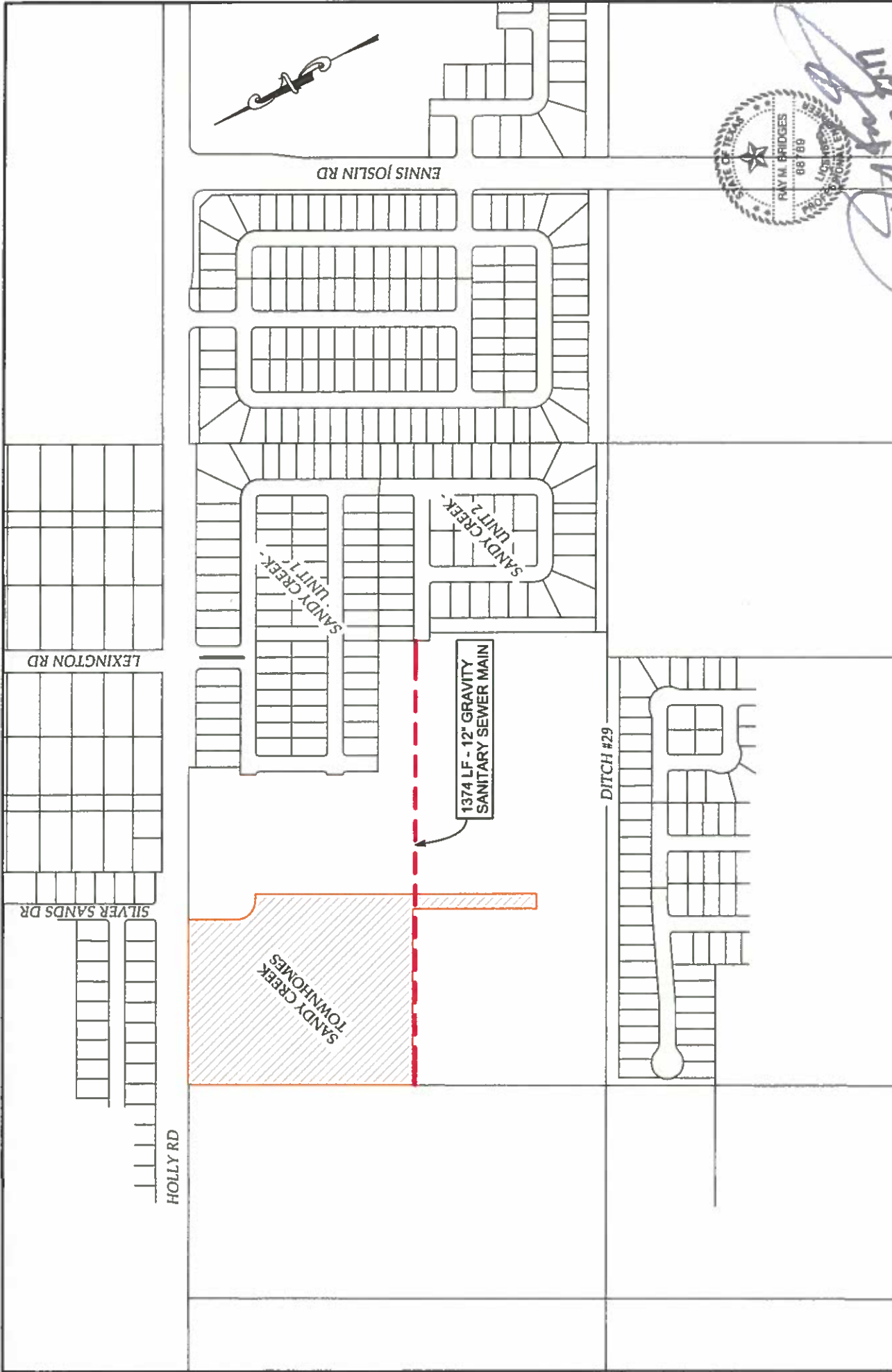


EXHIBIT 3



[Handwritten signature]
 11/16/2011

URBAN
 engineering

2004 N. Commerce
 Victoria, Texas 77901
 T: (361) 576-9836
 F: (361) 576-9836
 www.urbanvictoria.com
 © 2011 URBAN engineering

**SANDY CREEK TOWNHOMES
 SANITARY SEWER REIMBURSEMENT
 EXHIBIT 4.1**

Exhibit 4.1

URBAN ENGINEERING

Project Cost Estimate

Sandy Creek Townhomes - Block 1, Lot 1

GENERAL

| ITEM # | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | SUBTOTALS |
|----------|---|----------|------|--------------|----------------|--------------|
| 1. | Mobilization, Insurance, and Other Move-In Related Expenses (Max. 5% of Base Bid) | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | |
| 2. | Storm Water Pollution Prevention (Install, maintain and remove BMP's required by the SW3P) | 1 | LS | \$ 11,000.00 | \$ 11,000.00 | |
| 3. | Construction Staking (Owner will provide hubs at property corners, one time, prior to construction. All other staking will be by contractor.) | 1 | LS | \$ 19,000.00 | \$ 19,000.00 | |
| SUBTOTAL | | | | | | \$ 50,000.00 |

SITE PREPARATION

| ITEM # | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | SUBTOTALS |
|----------|--------------------------------------|----------|------|------------|----------------|--------------|
| 4. | Off-Site Excavation (Drainage Ditch) | 7030 | CY | \$ 7.00 | \$ 49,210.00 | |
| SUBTOTAL | | | | | | \$ 49,210.00 |

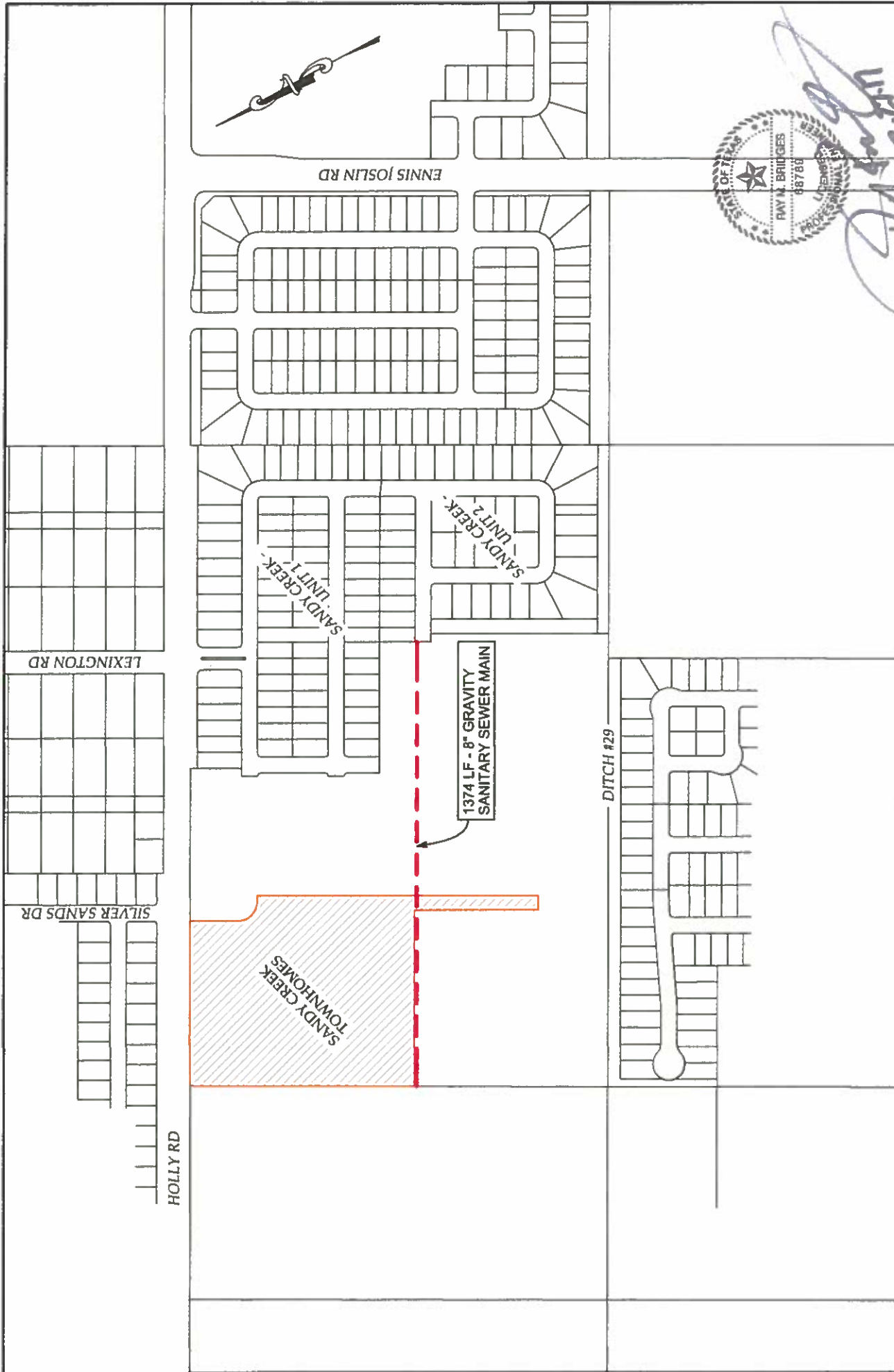
WATER SYSTEM

| ITEM # | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | SUBTOTALS |
|--------|---|----------|------|-------------|----------------|-----------|
| 5. | Water Main (8" C-900 PVC) | 4,903 | LF | \$ 32.00 | \$ 156,896.00 | |
| 6. | Water Main (2" Temporary Line) | 180 | LF | \$ 20.00 | \$ 3,600.00 | |
| 7. | Fire Hydrant Assembly (Includes Tee, 6" Valve, 6" Lead & Hydrant) | 11 | EA | \$ 4,200.00 | \$ 46,200.00 | |
| 8. | Gate Valve (8") | 23 | EA | \$ 1,500.00 | \$ 34,500.00 | |
| 9. | Fitting (8" x 8" Tee) | 8 | EA | \$ 700.00 | \$ 5,600.00 | |
| 10. | Fitting (8" Bend) (90 deg) | 7 | EA | \$ 600.00 | \$ 4,200.00 | |
| 11. | Fitting (8" Bend) (45 deg) | 2 | EA | \$ 600.00 | \$ 1,200.00 | |
| 12. | Fitting (8" Bend) (45 deg) (Vertical) | 10 | EA | \$ 600.00 | \$ 6,000.00 | |
| 13. | Fitting (8" Plug) | 8 | EA | \$ 500.00 | \$ 4,000.00 | |
| 14. | Service Saddle & Gate Valve (8" x 2") | 2 | EA | \$ 250.00 | \$ 500.00 | |
| 15. | Water Service (Short Side 3-way) (3/4") | 2 | EA | \$ 1,600.00 | \$ 3,200.00 | |
| 16. | Water Service (Long Side 3-way) (3/4") | 2 | EA | \$ 1,700.00 | \$ 3,400.00 | |
| 17. | Water Service (Short Side Double) (1" to Dbl 3/4") | 14 | EA | \$ 1,200.00 | \$ 16,800.00 | |
| 18. | Water Service (Long Side Double) (1" to Dbl 3/4") | 10 | EA | \$ 1,300.00 | \$ 13,000.00 | |
| 19. | Water Service (Short Side Single) (3/4") | 2 | EA | \$ 800.00 | \$ 1,600.00 | |
| 20. | Water Service (Long Side Single) (3/4") | 5 | EA | \$ 900.00 | \$ 4,500.00 | |
| 21. | Locate & Connect to Existing Water Stub-Out (8") | 2 | EA | \$ 1,200.00 | \$ 2,400.00 | |

| SUBTOTAL | | | | | \$ | 307,696.00 |
|------------------------------|--|----------|------|-------------|----------------|------------|
| SANITARY SEWER SYSTEM | | | | | | |
| ITEM # | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | SUBTOTALS |
| 22. | Sanitary Sewer Main (8" SDR-26 PVC) (5'-10' Cut) | 53 | LF | \$ 45.00 | \$ 2,385.00 | |
| 23. | Sanitary Sewer Main (8" SDR-26 PVC) (10'-15' Cut) | 13 | LF | \$ 50.00 | \$ 650.00 | |
| 24. | Sanitary Sewer Main (12" SDR-26 PVC) (5'-10' Cut) | 1,079 | LF | \$ 65.00 | \$ 70,135.00 | |
| 25. | Sanitary Sewer Main (12" SDR-26 PVC) (10'-15' Cut) | 295 | LF | \$ 70.00 | \$ 20,650.00 | |
| 26. | Sanitary Sewer Manhole (4' Dia.) (5'-10') | 4 | EA | \$ 6,000.00 | \$ 24,000.00 | |
| 27. | Sanitary Sewer Manhole (4' Dia.) (10'-15') | 2 | EA | \$ 7,000.00 | \$ 14,000.00 | |
| 28. | Sanitary Sewer Plug (8") | 6 | EA | \$ 100.00 | \$ 600.00 | |
| 29. | Sanitary Sewer Plug (12") | 1 | EA | \$ 200.00 | \$ 200.00 | |
| 30. | Sanitary Sewer Service (4") (Short Side Single) (Shallow Cut Connection) | 11 | EA | \$ 850.00 | \$ 9,350.00 | |
| 31. | Connect to Existing 12" Sanitary Sewer Stub | 1 | EA | \$ 1,200.00 | \$ 1,200.00 | |
| 32. | Trench Excavation Protection (Required for > 5' Cut) | 1,440 | LF | \$ 3.00 | \$ 4,320.00 | |
| SUBTOTAL | | | | | \$ | 147,490.00 |
| TOTAL BID | | | | | \$ | 554,296.00 |



Ray M. Bridges
3.27.17



**SANDY CREEK TOWNHOMES
SANITARY SEWER REIMBURSEMENT
EXHIBIT 4.2**



2004 N. Commerce
Victoria, Texas 77901
TREF# F-100

Tel (361) 578-9838
Fax (361) 578-9836
www.urban-engineering.com
© 2017 URBAN ENGINEERING

Exhibit 4.2**URBAN ENGINEERING****Project Cost Estimate****Sandy Creek Townhomes - Block 1, Lot 1****GENERAL**

| ITEM # | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | SUBTOTALS |
|----------|---|----------|------|--------------|----------------|--------------|
| 1. | Mobilization, Insurance, and Other Move-In Related Expenses (Max. 5% of Base Bid) | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | |
| 2. | Storm Water Pollution Prevention (Install, maintain and remove BMP's required by the SW3P) | 1 | LS | \$ 11,000.00 | \$ 11,000.00 | |
| 3. | Construction Staking (Owner will provide hubs at property corners, one time, prior to construction. All other staking will be by contractor.) | 1 | LS | \$ 19,000.00 | \$ 19,000.00 | |
| SUBTOTAL | | | | | | \$ 50,000.00 |

SITE PREPARATION

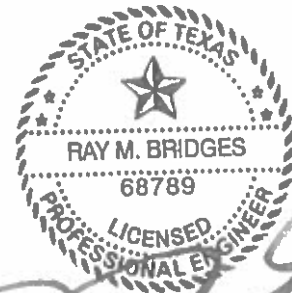
| ITEM # | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | SUBTOTALS |
|----------|--------------------------------------|----------|------|------------|----------------|--------------|
| 4. | Off-Site Excavation (Drainage Ditch) | 7030 | CY | \$ 7.00 | \$ 49,210.00 | |
| SUBTOTAL | | | | | | \$ 49,210.00 |

WATER SYSTEM

| ITEM # | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | SUBTOTALS |
|--------|---|----------|------|-------------|----------------|-----------|
| 5. | Water Main (8" C-900 PVC) | 4,903 | LF | \$ 32.00 | \$ 156,896.00 | |
| 6. | Water Main (2" Temporary Line) | 180 | LF | \$ 20.00 | \$ 3,600.00 | |
| 7. | Fire Hydrant Assembly (Includes Tee, 6" Valve, 6" Lead & Hydrant) | 11 | EA | \$ 4,200.00 | \$ 46,200.00 | |
| 8. | Gate Valve (8") | 23 | EA | \$ 1,500.00 | \$ 34,500.00 | |
| 9. | Fitting (8" x 8" Tee) | 8 | EA | \$ 700.00 | \$ 5,600.00 | |
| 10. | Fitting (8" Bend) (90 deg) | 7 | EA | \$ 600.00 | \$ 4,200.00 | |
| 11. | Fitting (8" Bend) (45 deg) | 2 | EA | \$ 600.00 | \$ 1,200.00 | |
| 12. | Fitting (8" Bend) (45 deg) (Vertical) | 10 | EA | \$ 600.00 | \$ 6,000.00 | |
| 13. | Fitting (8" Plug) | 8 | EA | \$ 500.00 | \$ 4,000.00 | |
| 14. | Service Saddle & Gate Valve (8" x 2") | 2 | EA | \$ 250.00 | \$ 500.00 | |
| 15. | Water Service (Short Side 3-way) (3/4") | 2 | EA | \$ 1,600.00 | \$ 3,200.00 | |
| 16. | Water Service (Long Side 3-way) (3/4") | 2 | EA | \$ 1,700.00 | \$ 3,400.00 | |
| 17. | Water Service (Short Side Double) (1" to Dbl 3/4") | 14 | EA | \$ 1,200.00 | \$ 16,800.00 | |
| 18. | Water Service (Long Side Double) (1" to Dbl 3/4") | 10 | EA | \$ 1,300.00 | \$ 13,000.00 | |
| 19. | Water Service (Short Side Single) (3/4") | 2 | EA | \$ 800.00 | \$ 1,600.00 | |
| 20. | Water Service (Long Side Single) (3/4") | 5 | EA | \$ 900.00 | \$ 4,500.00 | |
| 21. | Locate & Connect to Existing Water Stub-Out (8") | 2 | EA | \$ 1,200.00 | \$ 2,400.00 | |

| | | | | | | |
|-----------------------|--|----------|------|-------------|----------------|---------------|
| SUBTOTAL | | | | | | \$ 307,596.00 |
| SANITARY SEWER SYSTEM | | | | | | |
| ITEM # | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | SUBTOTALS |
| 22. | Sanitary Sewer Main (8" SDR-26 PVC) (5'-10' Cut) | 1,132 | LF | \$ 45.00 | \$ 50,940.00 | |
| 23. | Sanitary Sewer Main (8" SDR-26 PVC) (10'-15' Cut) | 308 | LF | \$ 50.00 | \$ 15,400.00 | |
| 24. | Sanitary Sewer Main (12" SDR-26 PVC) (5'-10' Cut) | 0 | LF | \$ 65.00 | \$ - | |
| 25. | Sanitary Sewer Main (12" SDR-26 PVC) (10'-15' Cut) | 0 | LF | \$ 70.00 | \$ - | |
| 26. | Sanitary Sewer Manhole (4' Dia.) (5'-10') | 4 | EA | \$ 6,000.00 | \$ 24,000.00 | |
| 27. | Sanitary Sewer Manhole (4' Dia.) (10'-15') | 2 | EA | \$ 7,000.00 | \$ 14,000.00 | |
| 28. | Sanitary Sewer Plug (8") | 7 | EA | \$ 100.00 | \$ 700.00 | |
| 29. | Sanitary Sewer Plug (12") | 0 | EA | \$ 200.00 | \$ - | |
| 30. | Sanitary Sewer Service (4") (Short Side Single) (Shallow Cut Connection) | 11 | EA | \$ 850.00 | \$ 9,350.00 | |
| 31. | Connect to Existing 12" Sanitary Sewer Stub | 1 | EA | \$ 1,200.00 | \$ 1,200.00 | |
| 32. | Trench Excavation Protection (Required for > 5' Cut) | 1,440 | LF | \$ 3.00 | \$ 4,320.00 | |
| SUBTOTAL | | | | | | \$ 119,910.00 |
| TOTAL BID | | | | | \$ | 526,716.00 |

| | |
|---|----------------|
| Exhibit 4.1 Subtotal | \$ 554,296.00 |
| Exhibit 4.2 Subtotal | \$ 526,716.00 |
| Subtotal Difference | \$ 27,580.00 |
| Engineering (7.5%) | \$ 2,068.50 |
| Total Eligible for Credit/Reimbursement | \$ 29,648.50 |
| Wastewater Infrastructure Acreage Fee - Sandy Creek Townhomes (9.50 ac x \$1571/ac) | \$ (14,924.50) |
| TOTAL WASTEWATER CREDIT | \$ (14,924.50) |
| TOTAL WASTEWATER REIMBURSEMENT | \$ 14,724.00 |



INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

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

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

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

II. ADDITIONAL REQUIREMENTS

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

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

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

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



City of
Corpus
Christi

City of Corpus Christi, Texas
Department of Development Services
P.O. Box 9277
Corpus Christi, Texas 78469-9277
(361) 826-3240
Located at 2406 Leopard Street
(Corner of Leopard St. and Port Ave.)

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 Investments, Inc.

STREET: 5949 La Costa Drive

CITY: Corpus Christi

ZIP: 78414

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)

NA

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

NA

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

NA

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

NA

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
(Print)

Title: President

Signature of Certifying Person: [Signature]

Date: 2/2/2017

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.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: May 24, 2013

Grantor: MARGO LYN MOORE, as her sole and separate property, joined pro forma by her husband, Royston Williams Moore, Jr.

Grantee: PALM LAND INVESTMENTS, INC., a Texas corporation

Grantee's Mailing Address: Palm Land Investments, Inc
5949 La Costa
Corpus Christi, Texas 78414

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including improvements):

- i) 4 acres, more or less, more particularly described in attached Exhibit "A"; and
- ii) 55.26 acres, more or less, more particularly described in attached Exhibit "B" (collectively the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

- 1) Grantor excepts from this Special Warranty Deed all valid and effective easements, rights-of-way and all recorded documents that affect the property; rights of parties in possession; any discrepancies, conflicts or shortages in area or boundary lines or encroachments or profusions or any overlapping of improvements; visible and apparent easements; and all laws, rules, ordinances and regulations of any governmental authority having jurisdiction.
- 2) Grantor reserves and excepts from this Special Warranty Deed all of Grantor's right, title and interest to oil, gas, casinghead gas, hydrocarbons, sulfur, geothermal steam, uranium, uranium ore, fissionable materials, iron ore, coal and all other minerals, ores and mineral substances of any nature regardless of the proximity of any such mineral to the surface of the ground and the procedures or methods necessary or desirable to remove, recover, mine or

produce same, together with all royalty interests, overriding royalty interests, working (leasehold) interests, production payments, executive rights, rights to receive bonus, rentals and any other sum of money, and any and all other rights, titles and interests of any nature pertaining thereto, and including all wells, tubing, wellheads, casing, tanks, flowlines and any other real or personal property pertaining thereto, and including all production whether prior to or after to the date hereof that is now held in storage tanks and pipelines, and production sales proceeds and monies in any manner pertaining to the Property.

Grantor specifically disclaims any representations, warranties, obligations or guaranties to Buyer of any kind or character, express or implied, with respect to the Property including, without limitation, (i) the value, status, quality or condition of the property, and (ii) compliance with any zoning, building, platting and other laws, ordinances and regulations of governmental authority and Grantee, its successors and assigns assumes any such compliance. Grantee, its successors and assigns, shall defend, indemnify, protect and hold harmless Grantor from any and all liens, claims, demands, costs (including but not limited to attorneys' fees, accountant's fees, engineer's fees, consultant's fees and expert's fees), expenses, and damages as a result of any and all claims made by governmental authorities or private third parties regarding rollback taxes, zoning, building, platting ordinances and regulations involving the Property.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the duties, exceptions to conveyance and warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and legal representatives to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every party whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty. This conveyance is made with full substitution and subrogation of Grantee in and to all previous covenants and warranties made by any third party with respect to the Property or any part thereof or interest therein.

Grantor is conveying and Grantee is accepting, the property in its "AS IS", "WHERE IS" physical condition, "WITH ALL FAULTS". Absolutely no warranties, expressed or implied, are given by Grantor relating to the physical condition of the soil,

the improvements, or any other physical component of the property, and to the extent any such warranties are nevertheless deemed given, Grantee hereby waives same except where such waiver is expressly prohibited by law. Nothing in this paragraph shall effect or limit the warranties of title set forth in this deed".

GRANTOR:



Margo Lyn Moore



Royston Williams Moore, Jr.

GRANTEE:

Palm Land Investments, Inc., a Texas
corporation,



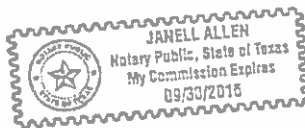
Dan Caballero
Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on May 24, 2013, by
Margo Lyn Moore.



Janell Allen
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on May 24, 2013, by
Royston Williams Moore, Jr. in the capacity stated.

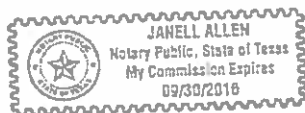


Janell Allen
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on May 24, 2013, by
Dan Caballero in the capacity stated.



Janell Allen
Notary Public, State of Texas

Exhibit "A"

MURRAY BASS JR. P.E. R.T.L.S.
NICHOL WELSH JR. P.E. R.T.L.S.
www.basswelsh.com
P.O. Box 6347

2651 S. ALABAMA, SUITE 100
JACKSON, MISSISSIPPI 39201
PHONE: 601.352.1111 FAX: 601.352.1112
E-MAIL: info@basswelsh.com

BASS & WELSH ENGINEERING
TX Registration No. F-52
Survey Registration No. 100027-00
P.O. Box 6347
Corpus Christi, TX 78466-6347

April 29, 2013

Field Note Description

Being a tract situated in Corpus Christi, Nueces County, Texas, out of the north corner of Lot 3, Section 27, Flour Bluff and Enchinal Farm and Garden Tracts as shown on the map thereof recorded in Volume "A" at Pages 41 - 43 of the Map Records of Nueces County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the west line of Lot 3 and the current south right-of-way line of Holly Road, whence the original north corner of Lot 3 bears N 28°46'56" E at 20.0 feet;

THENCE S 01°21'03" E along the existing south right-of-way line of Holly Road a distance of 434.30 feet to a 5/8 inch iron rod set for the eastmost corner of this tract;

THENCE S 12°38'57" E into Lot 3 a distance of 401.28 feet to a 5/8 inch iron rod set for the south corner of this tract;

THENCE N 61°13'10" W a distance of 435.22 feet to a 5/8 inch iron rod set in the northwest boundary of Lot 3 for the west corner of this tract;

THENCE N 28°46'50" E along the northwest boundary of Lot 3, a distance of 400.28 feet to the POINT OF BEGINNING, forming a tract embracing 4.00 acres.



Murray Bass, Jr.
Murray Bass, Jr., R.P.E.S.

Note: Basis of Bearings is State of Texas Centennial Grid, South Zone, NAD 1983, U.S. Survey Feet.

ATD:slb
10011-001 Note Desc2.doc

Page 1 of 1

Exhibit "B"
Property

MURRAY BASS, JR., P.E., R.P.L.S.
NINONM WELSH PER PLS
www.basswells.com
P.O. Box 6397, Corpus Christi, TX 78466-6397

1034 S. ALAMEDA 217 T5664
361 322-3321 - FAX 361 322-1167
e-mail: gnt@basswells.com

BASS & WELSH ENGINEERING
T.N. Registration No. F-52
Survey Registration No. 100017-00
P.O. Box 6397
Corpus Christi, TX 78466-6397

April 29, 2013

Field Note Description

Being a tract situated in Corpus Christi, Nueces County, Texas, being comprised of portions of Lots 3, 4 and 5, Section 27, Flour Bluff and Encinal Farm and Garden Tracts as shown on the map thereof recorded in Volume "A" at Pages 41 - 43 of the Map Records of Nueces County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the westmost corner of Lot 3, Section 27, said point being the southmost corner of Lot 2, Section 27, and the northmost corner of Morningstar Estates Unit 3, as shown on the map thereof recorded in Volume 57 at Page 330, said map records;

THENCE N 28°46'50" E along the northwest boundary of Lot 3 a distance of 590.72 feet to a 5/8 inch iron rod set for the west corner of a 4.00 acre tract out of Lot 3, Section 27;

THENCE S 61°13'10" E a distance of 435.22 feet to a 5/8 inch iron rod set for the south corner of the 4.00 acre tract and an interior corner of this tract;

THENCE N 28°38'57" W a distance of 401.28 feet to a 5/8 inch iron rod set in the current south right-of-way line of Holly Road for the most northerly corner of this tract, said point being the east corner of the 4.0 acre tract;

THENCE S 61°21'03" E along the existing south right-of-way line of Holly Road a distance of 1549.70 feet to a 5/8 inch iron rod set for the northeast corner of this tract;

THENCE being the northmost corner of Los Arboles at Terra Mar Unit 1 as shown on the map thereof recorded at Volume 55 at Page 108, Map Records of Nueces County, Texas for the eastmost corner of this tract, said point lying on the east line of Lot 5, Section 27, Flour Bluff and Encinal Farm and Garden Tracts;

THENCE S 28°38'05" W along the southeast line of Lot 5 a distance of 1300.00 feet to a 5/8 inch iron rod set for the southmost corner of Lot 3 and the southmost corner of this tract;

THENCE N 61°21'03" W along the south line of Lots 5, 4 and 3, and the north line of Morningstar Estates a distance of 1937.31 to the POINT OF BEGINNING, forming a tract embracing 55.28 acres.



Murray Bass, Jr.
Murray Bass, Jr., R.P.L.S.

Field Notes Bearing & Size of Tracts Under One South Zone NAD 1983 U.S. Survey Foot

2100 feet

10011.Fp's Note Desc.doc

Page 1 of 1

Doc# 2013020672

Doc# 2013020672
Pages 7
05/24/2013 4:33PM
e-Filed & e-Recorded in the
Official Public Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees \$35.00

Any provision herein which restricts the Sale, Rental
or use of the described REAL PROPERTY because of
Race, Color, Religion, Sex, Handicap, Familial Status
or National Origin is Invalid and unenforceable
under FEDERAL LAW, 3/12/89

STATE OF TEXAS
COUNTY OF NUECES
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED IN FILE NUMBER SEQUENCE ON THE DATE AND
AT THE TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE OFFICIAL PUBLIC
RECORDS OF NUECES COUNTY TEXAS



**CERTIFICATE OF RESOLUTIONS
OF
PALM LAND INVESTMENTS, INC.**

*(Sandy Creek Townhomes Wastewater Trunk Main Extension
Construction and Reimbursement Agreement)*

The undersigned, authorized President of ***Palm Land Investments, Inc.***, a Texas Corporation, (the "Corporation"), does hereby certify as follows:

- (1) That I am the duly elected and qualified President of the Corporation and the custodian of the Corporation's records;
- (2) That set forth below is a true and correct restatement of certain Resolutions adopted by the directors of the Corporation by appropriate action.

WHEREAS, the Corporation desires to enter into a Wastewater Trunk Main Extension Construction and Reimbursement Agreement related to the Sandy Creek Townhomes ("Reimbursement Agreement").

NOW, THEREFORE, the Corporation hereby adopts and consents to the following resolutions:

RESOLVED, that the President of the Corporation be and is hereby authorized and directed to do any and all things deemed necessary or advisable and in the best interest of the Corporation, in such individual's sole discretion, in relation to the Wastewater Trunk Main Extension Construction and Reimbursement Agreement, and the President is hereby authorized to execute, and the Corporation hereby ratifies and confirms any execution and delivery of the Wastewater Trunk Main Extension Construction and Reimbursement Agreement and any third party may rely upon the foregoing grant of authority without further inquiry with respect to all acts subsequent hereto by Corporation.


- (3) That none of the Resolutions set forth above have been amended, modified, revoked, or rescinded; and each such Resolution is in full force and effect on the date hereof;
- (4) That the following are the duly elected, qualified and serving officers of the Corporation, that the address is as stated in connection with each, and that the signature set out opposite the name of the officer is the genuine signature of such person, to-wit:

NAME AND ADDRESS

SIGNATURE

Title: President

DAN CABALLERO
5949 La Costa Drive
Corpus Christi, Texas 78414



Title: Secretary

MARIA ELBA CABALLERO
5949 La Costa Drive
Corpus Christi, Texas 78414



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 2 day of FEBRUARY, 2017.



Maria Elba Caballero
Secretary

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2017-164994

Date Filed:
02/10/2017

Date Acknowledged:

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

Palm Land Investments, Inc.
Corpus Christi, TX United States

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

City of Corpus Christi

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

Wasterwater Trunk Main Reimbur
Sandy Creek Town Homes - Being 9.497 Acres of Land Situated in Lot No. 3, Section 27, Flour Bluff and Encinal Farm and Garden Tracts

4 Name of Interested Party

City, State, Country (place of business)

Nature of interest
(check applicable)

Controlling

Intermediary

Caballero, Maria Elba

Corpus Christi, TX United States

X

Caballero, Dan

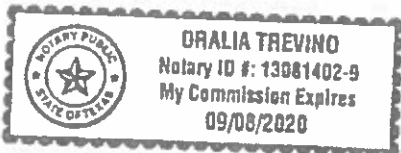
Corpus Christi, TX United States

X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Dan Caballero, this the 10th day of February, 2017, to certify which, witness my hand and seal of office.

Oralia Trevino
Signature of officer administering oath

Oralia Trevino
Printed name of officer administering oath

Notary Public
Title of officer administering oath