

**AFFORDABLE HOUSING AGREEMENT  
BETWEEN THE CITY OF CORPUS CHRISTI AND  
HABITAT FOR HUMANITY CORPUS CHRISTI, INC.**

**1. Agreement for New Construction of Affordable Housing.** This agreement ("Agreement") between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Habitat for Humanity Corpus Christi, Inc. ("Habitat") is executed to implement the promotion and development of affordable infill housing within the City.

**2. Effective Date.** The effective date of this Agreement is the date on which the last party executes this Agreement.

**3. Term.** The term of this Agreement extends thirty-six (36) months from the effective date.

**4. Habitat's Responsibilities.**

- a. Habitat shall complete construction of one (1) new single-family house at 1902 Lipan St., Corpus Christi, Texas, and offer the house for sale as affordable housing, as that term is defined in Title 42 of the United States Code, Section 12745.
- b. Habitat shall re-plat the property located at 1902 Lipan St., after conveyance by the City of the tract of land described below and prior to the commencement of construction of the house at 1902 Lipan St., in order to comply with the City's lot size requirements for residential construction.
- c. Habitat shall also re-zone the tract of land conveyed by this agreement in order to comply with the City's zoning requirements prior to the commencement of construction of the house at 1902 Lipan Street.
- d. Habitat shall recruit qualified homebuyers for housing ownership for homes to be constructed as affordable housing pursuant to this Agreement. Habitat shall ensure that each homebuyer's family qualifies as a low-to-moderate income family in accordance with federal, State and City housing laws, rules and regulations.
- e. All construction work must be performed in a workmanlike manner and in accordance with the current applicable housing standards and local codes.
- f. The house must be certified to meet Texas Department of Insurance windstorm requirements. Additionally, the house must be constructed to meet the requirements of the International Energy Conservation Code.
- g. Habitat shall not use any City issued federal funds in performance of Habitat's responsibilities specified in this Agreement.

## **5. City's Responsibilities.**

- a. A tract of land owned by the City will be sold to Habitat and re-platted and rezoned by Habitat to allow for construction of one (1) new single-family house specified in this Agreement and is identified as follows:

(1) 316 square feet of land out of Lots 13 and 14, Block 4, Brennan Addition, a map of which is recorded in Volume 8, page 33, Map Records of Nueces County, Texas. This 316 square foot tract being more fully described by metes and bounds in **Exhibit A**.

- b. As an incentive to increase affordable infill housing within the City, the portion of land sold to Habitat will be deeded for an amount up to \$10 in order to reduce the cost of the total purchase price of the house. Once housing is constructed and completed, the tract of land may not be re-conveyed to a purchaser at a value exceeding the cost of the initial conveyance to Habitat. This transaction is subject to the imposition of reasonable terms and conditions in the conveyance documents including but not limited to:

(1) A restriction that limits development of a structure on the lots comprising property located at 1902 Lipan Street, as re-platted after conveyance of the above described 316 square foot tract of land, to a single-family house and only those structures that meet the definition of "affordable housing," as defined under federal law, available for purchase by low-to-moderate income individuals and families; and

(2) A reversion clause in the City's beneficial favor, as a condition to be met by Habitat subsequent to the conveyance, requiring completion of construction and occupancy of the structure within 36 months of conveyance.

- c. City will convey the above identified property as is, where is, with all faults; certifying only that there are no liens on the identified property and the City is the current owner of the identified property. Habitat will pay closing costs associated with the sale of the identified property. Should Habitat want to obtain title insurance, Habitat will have the option to purchase it at its sole cost.

**6. Amendments or Modifications.** No amendments or modifications to this Agreement may be made, nor any provision waived, unless the amendment or modification is made in writing and signed by persons duly authorized to sign agreements on behalf of all parties.

## **7. Severability.**

- a. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under

present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, and word of this Agreement be given full force and effect for its purpose.

- b. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Program Agreement automatically.

**8. Compliance with Laws.** Habitat shall comply with all applicable federal, State, and City laws, rules, and regulations which may be relevant to Habitat's performance under this Agreement.

**9. Jurisdiction and Venue.**

- a. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.
- b. All actions brought to enforce compliance with this Agreement must be brought in Nueces County, Texas, where this Agreement was entered into and must be performed.

**10. Acknowledgment and Construction of Ambiguities.** The parties expressly agree that each has independently read and does understand this Agreement. By Habitat's execution of this Agreement, Habitat agrees to be bound by the terms, covenants, and conditions contained in this Agreement. Any ambiguities in this Agreement may not be construed against the drafter.

**11. Notices.**

- a. All notices, demands, requests, or replies provided for or permitted under this Agreement, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (3) by prepaid telegram; (4) by deposit with an overnight express delivery service, for which service has been prepaid; or (5) by fax transmission.
- b. Notice deposited with the United States Postal Service in the manner described

above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax transmission will be deemed effective upon transmission, with proof of confirmed delivery.

- c. All such communications must only be made to the following:

**If to the City:**

City of Corpus Christi  
Attn: Assistant City Manager for  
Housing and Community Development  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277  
(361) 826-3232 Office

**If to Habitat:**

Habitat for Humanity Corpus  
Christi, Inc.  
Attn: Executive Director  
P.O. Box 3032  
Corpus Christi, Texas 78463-3032  
(361) 289-1740 Office  
(361) 289-1901 Fax

**With a copy to:**

City of Corpus Christi  
Attn: Director  
Housing and Community Development Dept.  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-3044 Office  
(361) 826-3005 Fax

- d. Either party may change the address to which notice is sent by using a method set out above. Habitat shall notify the City of an address change within 10 working days after the address is changed.

**12. Warranties.** Habitat warrants and represents to the City the following:

a. Habitat is a duly organized, validly existing entity in good standing under the laws of the State of Texas and has all authority to carry on its business as presently conducted in Corpus Christi, Texas.

b. Habitat has the authority to enter into and perform, and will perform, the terms of this Agreement.

c. Habitat has timely filed and will timely file all local, State, and federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

d. The parties executing this Agreement on behalf of Habitat are duly authorized to execute this Agreement on behalf of Habitat.

**13. Events of Default.** The following events constitute a default of this Agreement:

- a. Failure of Habitat to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of this Agreement.
- b. The City determines that any representation or warranty on behalf of Habitat contained in this Agreement or in any financial statement, certificate, report, proposal, or opinion submitted to the City in connection with this Agreement was incorrect or misleading in any material respect when made.
- c. Any judgment is assessed against Habitat or any attachment or other levy against the property of Habitat, with respect to a claim, remains unpaid, undischarged, or not dismissed for a period in excess of 30 days.
- d. Habitat has made an assignment for the benefit of creditors.
- e. Habitat has filed a petition in bankruptcy or is adjudicated insolvent or bankrupt.
- f. If taxes on property owned by Habitat become delinquent and Habitat fails to timely and properly follow the legal procedures to protest or contest.

**14. Relationship of Parties.** In performing this Agreement, the City and Habitat shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-ventures, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

**15. Nonassignment.** Habitat may not assign, mortgage, pledge, or transfer this Agreement or any interest contained in this Agreement without the prior written consent of the other party to this Agreement.

**16. Disclosure of Interests.** In compliance with Section 2-349 of the City's Code of Ordinances, the Recipient shall complete the City's Disclosure of Interests form, which is attached to this Agreement as **Exhibit B**, the contents of which, as a completed form, are incorporated in this document by reference as if fully set out in this Agreement.

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

**17. Certificate of Interested Parties. (Exhibit C).** Habitat agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

**18. Non-discrimination.** Habitat may not discriminate nor permit discrimination against any person or group of persons on the grounds of race, gender, disability, religion, age, or national origin in any manner prohibited by the laws of the United States or the State of Texas. The City retains the right to take any action the United States or the State of Texas may direct to enforce this non-discrimination covenant.

**19. Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

**20. Entire Agreement.** This Agreement and the referenced and incorporated documents constitute the entire agreement between the City and Habitat for the purpose stated. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter of this Agreement, unless contained in this Agreement, are expressly revoked, as the parties intended to provide for a complete understanding, within the provisions of this Agreement and its referenced and incorporated documents, of the terms, conditions, promises, and covenants relating to each party's required performance under this Agreement.

**(EXECUTION PAGE FOLLOWS)**

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Margie C. Rose  
City Manager

Approved as to form: \_\_\_\_\_, 2017

Date: \_\_\_\_\_

\_\_\_\_\_  
Yvette Aguilar  
Assistant City Attorney  
for the City Attorney

**ACKNOWLEDGMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF NUECES**   §

**KNOW ALL BY THESE PRESENTS:**

This instrument was acknowledged before me on \_\_\_\_\_, 2017,  
by Margie C. Rose, the City Manager of the City of Corpus Christi, a Texas home-rule  
municipal corporation, on it's behalf.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

**HABITAT FOR HUMANITY CORPUS CHRISTI, INC.**

\_\_\_\_\_  
Brooke LaClair  
President

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF NUECES**   §

**KNOW ALL BY THESE PRESENTS:**

This instrument was acknowledged before me on \_\_\_\_\_, 2017,  
by Brooke LaClair, President of Habitat for Humanity Corpus Christi, Inc., a Texas  
nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas



## EXHIBIT B

### CITY OF CORPUS CHRISTI - 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." See the definitions for the Disclosure of Interest in Section II - General Information.

COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM is:    1. Corporation (    )    2. Partnership (    )    3. Sole Owner (    )  
              4. Association (    )    5. Other (    )

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach a 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)
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\_\_\_\_\_

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
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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
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\_\_\_\_\_

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
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\_\_\_\_\_

**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: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT C**  
**ATTACH FORM 1295**