

TIRZ #5 DEVELOPMENT REIMBURSEMENT AGREEMENT- Bohemian Colony

This Development Reimbursement Agreement (the “**Agreement**”) is entered into by and between the City of Corpus Christi, Texas (the “**City**”), as the agent of the Reinvestment Zone Number 5, City of Corpus Christi, Texas (“**TIRZ #5**”), and South Padre Investment, Inc. (the “**Developer**”).

Recitals

WHEREAS on August 18, 2020, the City Council of the City (the “**City Council**”) approved Ordinance 032183, which established the TIRZ #5 in accordance with Texas Tax Code Chapter 311. TIRZ #5 promotes economic development and stimulates business and commercial activity in the specified boundary near S Padre Island Drive and Crosstown Expressway as laid out in the creation ordinance (the “**Zone**”);

WHEREAS on October 27, 2020, the City Council approved a Project and Financing Plan (the “**Plan**”) for TIRZ #5;

WHEREAS the Board of Directors of TIRZ #5 (the “**Board**”) includes members appointed by City Council, as well as representation from Nueces County and Del Mar College, who committed to contribute to TIRZ #5 through Interlocal Agreements created in 2020;

WHEREAS the Plan contained certain programs designed to improve conditions and increase commerce within the Zone;

WHEREAS the Developer has proposed a development plan (the “**Development**”) for the certain improvements listed on attached **Exhibit A** (each, an “**Improvement**” and, collectively, the “**Improvements**”), including specific eligible infrastructure improvements (“**Eligible Infrastructure**”) as listed in the attached **Exhibit C**. The Development and Improvements are to be constructed in phases (each, a “**Phase**” and, collectively the “**Phases**”) as defined in **Exhibit A**. Each Phase and associated Eligible Infrastructure may be further divided into subphases (“**Subphase**”). The term Phase may also include such Subphases. A Subphase is a defined portion of a Phase that includes a subset of the Improvements identified in a particular Phase. Any Subphases will be identified in revisions to the Conceptual Development Plan prior to any development of such Subphase. The Improvements are planned to be constructed on the property located at the intersection of S Padre Island Drive and Crosstown Expressway, with such property being more fully described on attached **Exhibit B** (the “**Property**”);

WHEREAS, the Property is located within the Zone, and the Improvements fall within one of the programs approved in the Plan;

WHEREAS, any reference to “City” or “City Staff,” is entirely in agency capacity for TIRZ #5, and further the City as a home-rule municipal corporation is not a party to this agreement;

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

WHEREAS the Developer desires to be reimbursed for certain future costs incurred pursuant to the Development, and TIRZ #5 desires to reimburse the Developer for these costs in accordance with this Agreement;

Agreement

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

Section 1. Reimbursement Obligations.

The City shall reimburse the Developer from available TIRZ #5 funds in an amount up to the estimated project cost listed next to the Eligible Infrastructure in attached **Exhibit C** (the “**Eligible Infrastructure and Estimated Project Costs**”), except that (a) the total amount of all such reimbursements for Eligible Infrastructure may not exceed \$17,000,000.00 and (b) if the Developer actually incurs a cost for an Eligible Infrastructure less than that Eligible Infrastructure’s Estimated Project Cost, the City shall reimburse the Developer for only the amount of the cost that the Developer actually incurred for that Eligible Infrastructure. Based on qualifications of the Development, the Program reimbursement structure is as follows:

- (a) Beginning the first tax year for which the tax is levied after the Developer receives a recorded plat for any Phase of the project (or a Certificate of Occupancy for any asset that requires it) from the City’s Development Services Department, the City shall reimburse annually up to 100% of the property tax increment paid to the participating taxing entities in TIRZ #5, minus the administrative costs reimbursed to the City for management of the TIRZ #5 and costs for the maintenance of the BoCo Park, as defined by **Exhibit A**, for the term of the TIRZ #5.
- (b) Each such payment shall be made no later than April 30th of each year, subject to the receipt of a request for reimbursement in accordance with Section 2, receipt of the documentation specifically required in this Section, and the Developer’s compliance with all obligations in Section 2. Each year’s payment will be limited to the increment actually collected by all taxing entities on or before January 31st of that year. Each payment limited to the amount of Eligible Infrastructure assets that have been inspected and accepted by the City in a recorded plat provided to the Contract Administrator along with a request for reimbursement. The total maximum reimbursement for the Eligible Infrastructure in each Phase or Subphase will be certified by the Contract Administrator at the time that reimbursement is requested in accordance with Section 2 below. The amount of reimbursement is limited to eligible Project Costs, which may include all costs related to the construction of the asset, including permit fees, design and construction costs, and financial holding costs, including simple interest (not to exceed five percent per annum), but not compound interest, beginning on the date that the asset is accepted by the City and continuing until the full incentive has been distributed for that asset. Reimbursement of financial holding costs in any year is subject to the Developer providing documentation demonstrating that such amounts were actually paid by the Developer that year.
- (c) City shall not make any reimbursement payments to Developer for Eligible Infrastructure in a Phase or Subphase until the submission of an application to the City for the first building permit for that Phase or Subphase, after the Eligible Infrastructure has been inspected and accepted by the City in a recorded plat. The foregoing condition precedent shall not apply to reimbursement for any Eligible Infrastructure associated with the park identified as “BoCo Park/Commons” under the Conceptual Site Plan, except that no reimbursement will be made for that Eligible Infrastructure unless the Eligible Infrastructure has been inspected and accepted by the City.
- (d) Subject to force majeure in accordance with Section 8 of this Agreement, if the Developer stops work on any Phase or Subphase of the Project for a period of more than four months after obtaining the necessary permits, the City may suspend payment of reimbursements for Eligible Infrastructure in and accrual of interest related to that Phase or Subphase until such time as construction of that Phase or Subphase resumes.

- (e) After City has paid to Developer an amount equal to either the total amount that Developer expended on eligible Project Costs for Eligible Infrastructure or \$17,000,000.00 (minus the City's reasonable costs for administration of the Zone and maintenance of the BoCo Park/Commons), whichever is lowest, City shall have no further obligation to pay any amount to Developer.
- (f) No interest shall accrue on any amount of unreimbursed Project Costs, and City shall not be obligated to pay Developer any interest whatsoever under this Agreement except as provided in (b) above.
- (g) The reimbursement under this Agreement is for either the time period provided in (a) above or the amount of time required to reimburse the total required amount in accordance with (b) and (c) above, whichever comes first.

Section 2. Developer Obligations.

- (a) Developer agrees that the completed Improvements shall substantially conform to the Conceptual Development Plan attached hereto as **Exhibit A**. Any amendments to the Conceptual Development Plan must be submitted in writing to the City Manager, who may reasonably object to changes that adjust the character of the Development.
- (b) **Commencement and Completion of Initial Phases.** Developer shall obtain all permits from the City and begin construction of the first Phase or Subphase of townhome development ("First Townhome Phase") on or before April 30, 2022. Developer shall substantially complete the First Townhome Phase, as evidenced by receipt of a Certificate of Occupancy ("C of O") for a building or buildings including not less than 71 units within the First Townhome Phase, on or before April 30, 2023. Developer shall obtain all permits from the City and begin construction of the first Phase or Subphase of commercial development ("First Commercial Phase") on or before December 31, 2025. Developer shall receive a C of O for a building or buildings including not less than 50,000 square feet of gross floor area within the First Commercial Phase, on or before December 31, 2026. If Developer fails to meet any of the foregoing conditions, City may suspend payment of reimbursements for Eligible Infrastructure and accrual of interest until such time as said condition is met, but such failure shall not be an event of default under Section 12 of this Agreement.
- (c) **Development Progress.** The following Improvements shall be completed, as evidenced by receipt of a C of O, on or before December 31, 2034: a) 500 townhome units; b) 600 multi-family units; and c) 300,000 square feet of gross floor area of commercial development. If the Improvements noted in this paragraph are not completed on or before December 31, 2034, City may suspend payment of reimbursements for Eligible Infrastructure and accrual of interest until such time as these Improvements are complete. Failure to complete the aforementioned Improvements on or before December 31, 2034 shall not be an event of default under Section 12 of this Agreement.
- (d) Following the completion of any Improvements or portion of any Improvements for which the Developer is eligible for reimbursement, the Developer shall submit a Request for Reimbursement to the Contract Administrator for actual Project Costs, including:
 - (i.) C of O or recorded plat;
 - (ii.) specific improvements completed under the Project and the amount of money that Developer paid for completion of such work and that Developer claims as actual Project Costs;
 - (iii.) supporting documents demonstrating that such amounts were actually paid by Developer, including but not limited to invoices, receipts and final lien waivers signed by the general contractor;
- (e) Developer agrees that appropriate City Staff shall inspect the Improvements and certify that the Improvements are complete, acceptable, and comport to the terms of this Agreement prior to the submission of its Request for Reimbursement.

- (f) Developer shall submit a Request for Reimbursement form to be reviewed and approved by the appropriate City staff, such approval not to be unreasonably withheld, conditioned or delayed.
- (g) If the Developer fails to pay the required taxes on a lot or lots within the Property or files an appeal to the Nueces County Appraisal District or any state or federal court of the assessed value of a lot or lots within Property for ad valorem tax purposes, the City and TIRZ #5 shall be under no obligation to make any payments from revenues generated by that lot or lots under this Agreement until such time as the appeal is resolved and all taxes are paid in full. Any late fees, fines, or interest assessed as a result of the failure to pay taxes or the appeal process shall not be reimbursed to the Developer under this Agreement.

Section 3. Audit.

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

Section 4. Sales Tax Sourcing.

The Developer shall, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business, utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of \$100,000 or more, to site payment of the sales tax on building materials for the Development to the Property.

Section 5. Maintenance of Property and Improvements.

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

Maintenance of the BoCo Park, as defined in **Exhibit A**, will be funded by the TIRZ #5.

Section 6. Termination.

Except for any obligations that are specifically stated to survive beyond the final payment or termination of the Agreement, this Agreement shall terminate upon the earlier of: 1) December 31, 2040; or 2) when Developer has been fully reimbursed in accordance with Section 1(c) of this Agreement.

Section 7. Warranties.

Developer warrants and represents to City the following:

- (a) Developer, if a corporation, partnership, or limited liability company, is duly organized, validly existing, and in good standing under the laws of the State of Texas, and further has all corporate power and authority to carry on its business as presently conducted in Corpus Christi, Texas.
- (b) Developer has the authority to enter into and perform, and will perform, the terms of this Agreement.

- (c) Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed, and has timely paid and will timely pay all assessments, fees, and other governmental charges, including applicable ad valorem taxes, during the term of this Agreement.
- (d) If an audit determines that the request for funds was defective under the law or the terms of this agreement, Developer agrees to reimburse the City for the sums of money not authorized by law or this Agreement within 30 days of written notice from the City requesting reimbursement.
- (e) The parties executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.
- (f) Developer does not and agrees that it will not knowingly employ an undocumented worker. If, after receiving payments under this Agreement, Developer is convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the payments at the rate and according to the terms as specified by City Ordinance, as amended, not later than the 120th day after the date Developer has been notified of the violation. This obligation will survive the termination of this Agreement.

Section 8. Force Majeure.

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

Section 9. Assignment.

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

Any and all future assignees must be bound by all terms and/or provisions and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement without the notification and subsequent consent of the City, if consent is required under this Section, shall be deemed an event of default in accordance with the terms of Sections 11 and 12 herein. Any assignment of this Agreement in violation of this Section and not cured in accordance with the terms of this Agreement, shall enable the City to terminate this Agreement.

Any restrictions in this Agreement on the transfer or assignment of the Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of payments under this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, shall the City or TIRZ #5 be obligated in any way to said financial institution or other provider of capital.

Section 10. Indemnity.

Developer covenants to fully indemnify, save, and hold harmless the TIRZ #5, the City, their respective officers, employees, and agents (“Indemnitees”) against all liability, damage, loss, claims, demands, and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers’ compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with Developer activities conducted under or incidental to this Agreement, including any injury, loss or damage caused by the sole or contributory negligence of any or all of the Indemnitees. Developer must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based on those claims and demands with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other cost and expenses of any kind arising from the liability, damage, loss, claims, demands, or actions.

Section 11. Events of Default.

The following events constitute a default of this Agreement:

- (a) Failure of Developer to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of this Agreement.
- (b) TIRZ #5, the Board or City Staff determines that any representation or warranty on behalf of Developer contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to the TIRZ #5 in connection with this Agreement was incorrect or misleading in any material respect when made.
- (c) Developer makes an assignment of this Agreement for the benefit of creditors, except as provided in Section 9.

Section 12. Notice of Default.

Should the City determine that Developer is in default according to the terms of this Agreement, the City shall notify Developer in writing of the event of default and provide 60 days from the date of the notice (“Cure Period”) for Developer to cure the event of default. Notwithstanding the above, if such default cannot be cured by reasonably diligent efforts within 60 days, then such occurrence shall not be a default so long as Developer promptly initiates and diligently and continuously attempts to cure the same, even if the same is not cured within the Cure Period.

Section 13. Results of Uncured Default.

If the City Manager determines the default has not been cured or an attempt to cure has not been initiated within the Cure Period, the City Manager may terminate this Agreement and the following actions shall be taken by the Parties:

- (a) Developer shall immediately repay all funds paid from TIRZ #5 funds under this Agreement.
- (b) Developer shall pay reasonable attorney fees and costs of court.

- (c) The City and TIRZ #5 shall have no further obligations to Developer under this Agreement.
- (d) Neither the City nor the TIRZ #5 may be held liable for any consequential damages.
- (e) The City and TIRZ #5 may pursue all remedies available under law.

Provided, however, that if the City Manager determines that the default has not been cured within the Cure Period, the City Manager may elect to extend the Cure Period for a reasonable time.

Section 14. No Waiver.

- (a) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.
- (b) No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement.
- (c) Any waiver or indulgence of Developer's default may not be considered an estoppel against the City or TIRZ #5.
- (d) It is expressly understood that if at any time Developer is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

Section 15. Available Funds.

Developer specifically agrees that City and the TIRZ #5 shall only be liable to Developer for the actual amount of the money due Developer under this Agreement from TIRZ #5 funds, and shall not be liable to Developer for any actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by City or the TIRZ #5 under the terms of this Agreement. Payment by City is strictly limited to the total amount of increment funds for TIRZ #5. City agrees that it shall not pledge or expend any tax increment in a way that impairs its obligations under this Agreement.

Section 16. Notices.

Any required written notices shall be sent by certified mail, postage prepaid, addressed as follows:

Developer:

South Padre Island Investment, Inc.
Attn: Roberto Santos Williams
209 San Dario PMB 7-466
Laredo, TX 78040

City of Corpus Christi
Attn.: City Manager's Office
Tax Increment Reinvestment Zone #5
P.O. Box 9277
Corpus Christi, Texas 78469-9277

Notice is effective upon deposit in the United States mail in the manner provided above.

Section 17. Amendments or Modifications.

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

Section 18. Captions.

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

Section 19. Severability.

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

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

Section 20. Venue.

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

Section 21. Sole Agreement.

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

[Signature Page Follows]

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

Assistant City Attorney

For City Attorney

By: _____

Constance Sanchez

Chief Financial Officer

Date: _____

City of Corpus Christi on behalf of Reinvestment Zone Number 5, City of Corpus Christi, Texas

Attest:

By: _____

Rebecca Huerta

City Secretary

Developer

By: _____

President/Chief Executive Officer

Date: _____

Exhibit A – Development Plan

Exhibit B – Property Description

Exhibit C – Eligible Infrastructure and Estimated Project Costs

Exhibit A – Conceptual Development Plan

The Project will be a master planned development that will include the construction of public infrastructure to support the development of a mixed use project, which is anticipated to include approximately 777 townhomes, 999 multifamily units, and 450,000 square feet of commercial space. These are estimated based on market conditions at the time of the execution of this Agreement and are subject to change, except that the Developer must construct a minimum of 500 townhome units, 600 apartment units, and 300,000 square feet of commercial space, as listed in the Agreement. The Project will be known as Bohemian Colony (“BoCo”). The commercial space is anticipated to be located as follows: approximately 275,000 square feet within the BoCo master planned community and approximately 175,000 square feet on the Ayers tract. The estimated taxable value of the project over 20 years is approximately \$321,000,000.

Project Phases

The Project will be constructed in Phases as defined below (and depicted in the images provided). All construction dates, square footage and number of units included in the descriptions of the Phases are estimates only and included for illustrative purpose, except that the minimum number of units and square footage listed above will be constructed over the course of the Project. The phases may be completed in any order, and may be built in subphases.

Townhome Phase I – a 19-acre townhome development, including 142 units. Construction of Townhome Phase I is expected to begin in the first month following approval of this Agreement.

Townhome Phase II – a 19-acre townhome development, including 145 units. Construction of Townhome Phase II is expected to begin in the 29th month following approval of this Agreement.

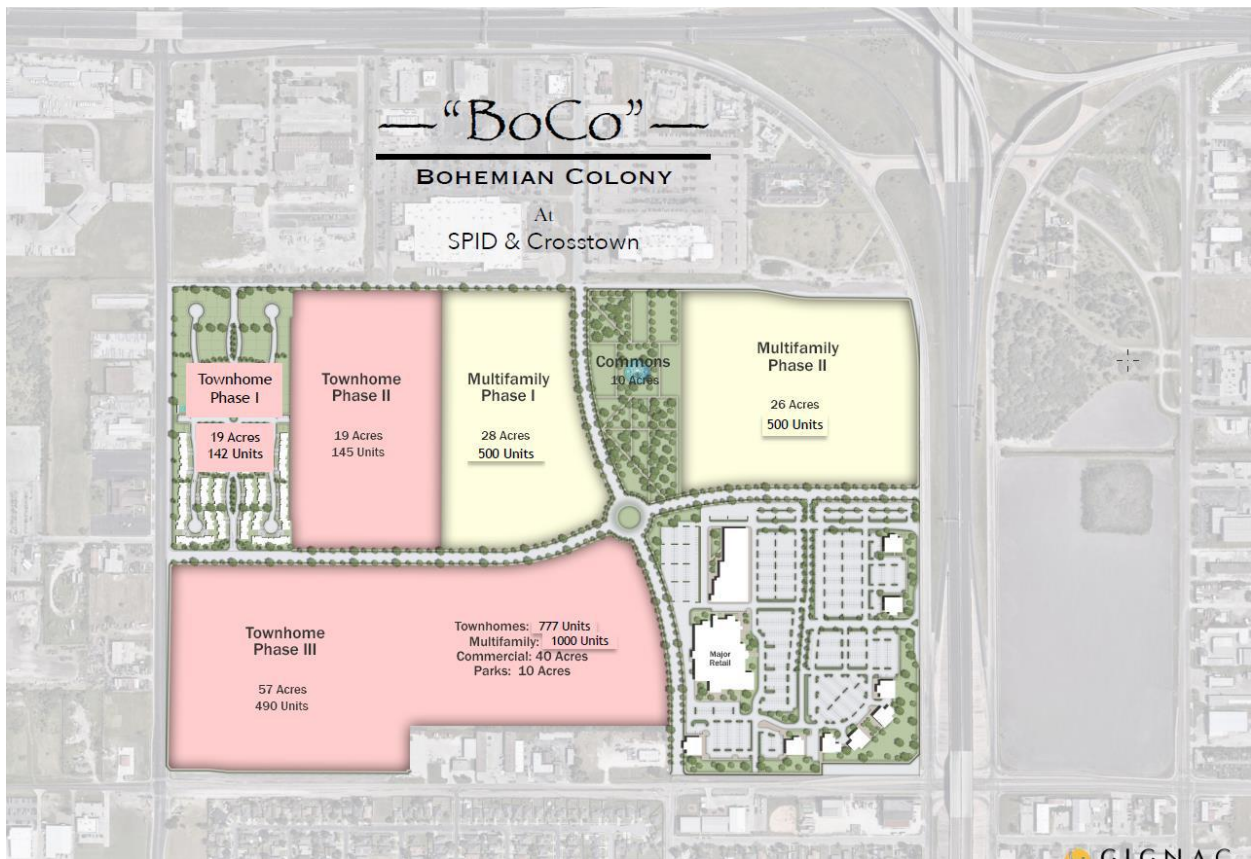
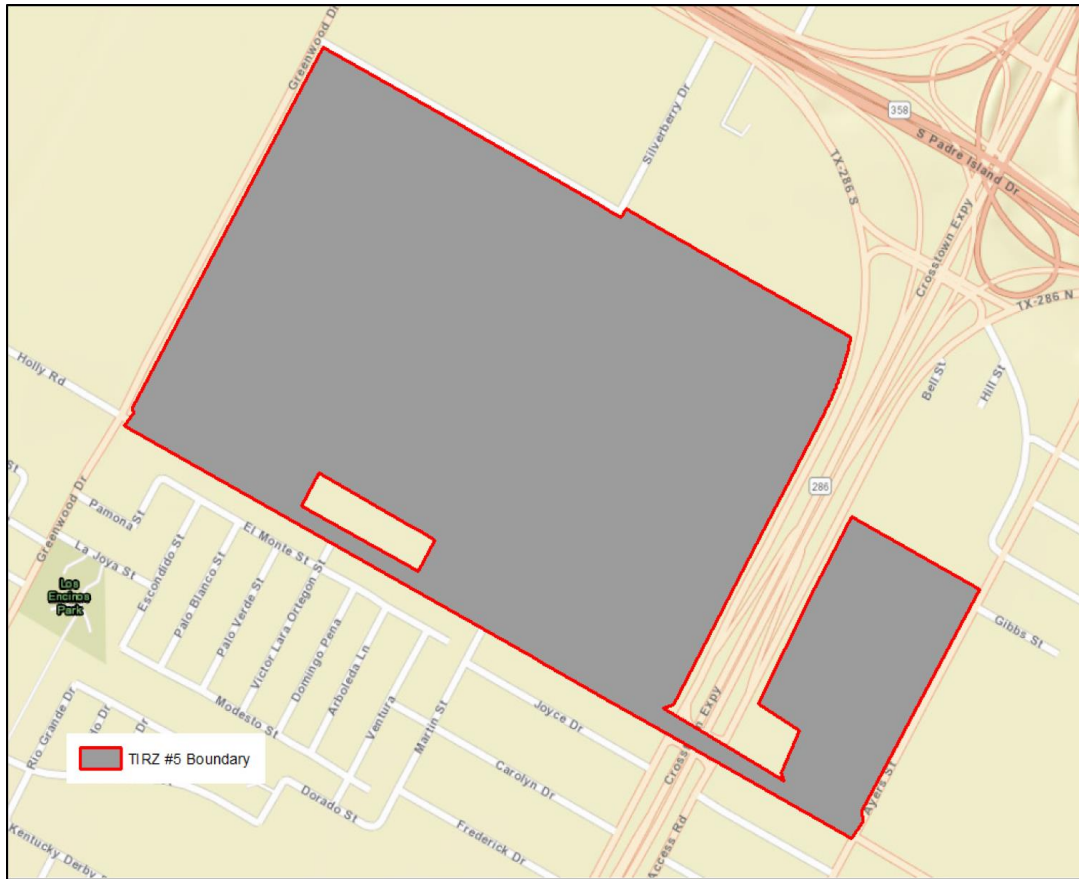
Multifamily Phase I – a 28-acre multifamily development, including 500 units. Construction of Multifamily Phase I is expected to begin in the 41st month following approval of this Agreement.

Townhome Phase III – a 57-acre townhome development, including 490 units. Construction of Townhome Phase III is expected to begin in the 57th month following approval of this Agreement.

Business/Commercial – 450,000 sq.ft. business and commercial development that is split across two locations: 275,000 square feet within the BoCo master planned community and 175,000 square feet on the Ayers tract, which is across Crosstown Expressway from the BoCo masterplan. Construction of the business and commercial space is expected to begin in the 60th month following approval of this Agreement. May be completed before or after the BoCo Park.

BoCo Park – a 10-acre public park also referred to as the Commons in the image below. The park will be constructed in accordance with designs approved by the City and including all features common to parks of this sort within the City. Construction of the BoCo Park is expected to begin in the 60th month following approval of this Agreement. May be completed before or after the Business/Commercial Phase.

Multifamily Phase II – a 26-acre multifamily development, including 500 units. Construction of Multifamily Phase II is expected to begin in the 72nd month following approval of this Agreement.



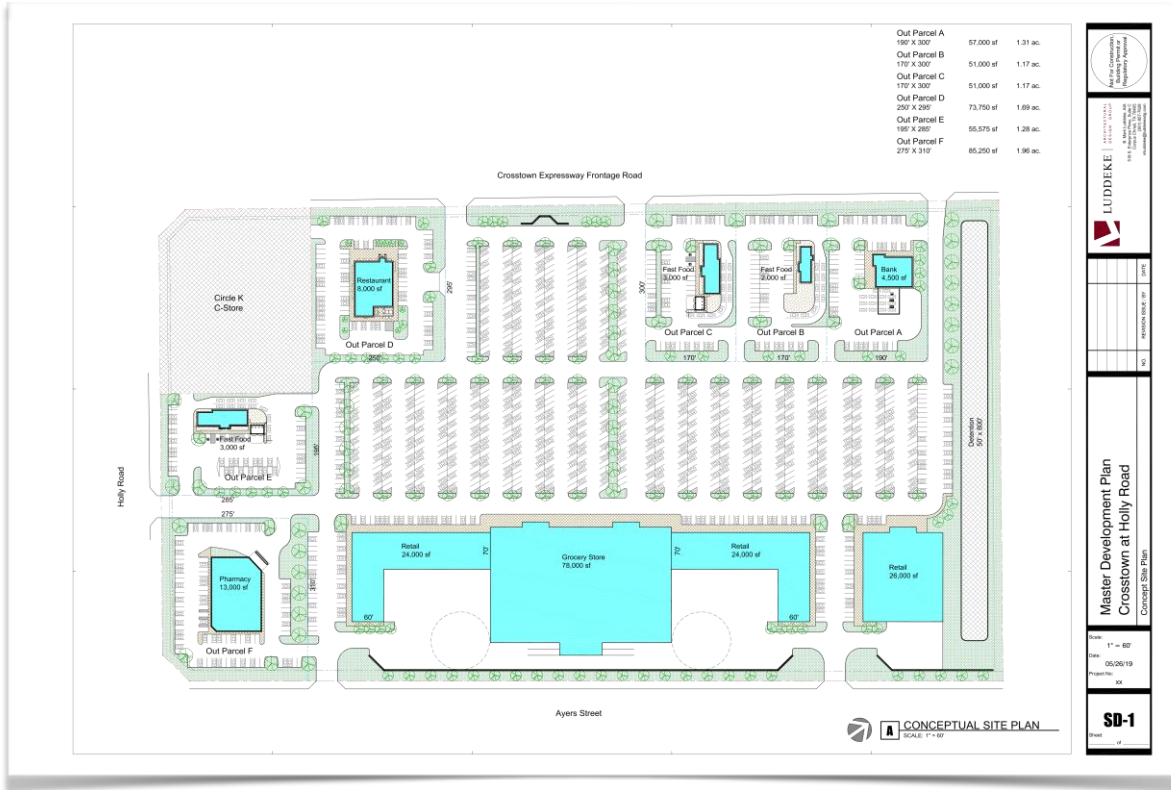


Exhibit B – Property Description

NCAD GEO ID	PROPERTY DESCRIPTION	LOCATION	ACRES
0847-0004-0053	BOHEMIAN COLONY LANDS 144.452 ACS OUT OF LTS 5 & 6 SEC 4	GREENWOOD DR @ HOLLY RD	144.45
4398-0009-0010	LEXINGTON CENTER 9.73 ACS OUT LT 1 BLK 9 (W OF ROW)	5333 AYERS ST	9.73
0847-0004-0034	BOHEMIAN COLONY LANDS 62.51 ACS OUT LTS 3 & 4 SEC 4 (W OF ROW)	CROSSTOWN EXTENSION @ HOLLY RD	62.51
0847-0004-0039	BOHEMIAN COLONY LANDS 2.37 ACS OUT LTS 3 & 4 SEC 4 (W OF ROW)		2.37
0847-0004-0038	BOHEMIAN COLONY LANDS 29.4423 ACS OUT LTS 3 & 4 SEC 4 (E OF RR)	CROSSTOWN EXTENSION & AYERS ST	29.44
0847-0004-0041	BOHEMIAN COLONY LANDS .30 ACS OUT LTS 3 & 4 SEC 4 (E OF RR)		0.30

Metes and bounds begin on next page.

EXHIBIT - A



Job No. 19925.9101
April 30, 1991

VOL 2336 PAGE 68

(512)854-3101
STATE OF TEXAS
COUNTY OF NUECES

P.O. BOX 6355 • CORPUS CHRISTI, TEXAS 78466-6355

FAX (512)854-6001

Fieldnotes for a 32.81 acre tract of land out of Lots 3 and 4, Section 4, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48, Map Records of Nueces County, Texas:

BEGINNING at a 5/8 inch iron rod set on the the west right-of-way line of State Highway No. 286 (Ayers Street) for the southeast corner of a 2.11 acre tract of land conveyed to the City of Corpus Christi and recorded in Volume 2175, Page 829, Map Records of Nueces County, Texas and for the northeast corner of this survey;

THENCE South 29°02'25" West, with the west right-of-way line of State Highway No. 286, parallel with its centerline and 50.00 feet distant therefrom, measured at right angles thereto, 1527.38 feet to a 5/8 inch iron rod found for a corner of a 25.84 acre tract of land conveyed to the State of Texas for the proposed Crosstown Extension and recorded in Volume 2218, Page 894 of said Deed Records, and for the southeast corner of this survey, from which corner a 5/8 inch iron rod found bears South 29°02'25" West 75.17 feet;

THENCE South 73°48'50" West, with the easterly boundary line of said 25.84 acre tract, 71.05 feet to 5/8 inch iron rod set for a corner of said 25.84 acre tract and of this survey;

THENCE North 81°28'50" West, along the easterly line of said 25.84 acre tract, parallel with the centerline of the Naval Air Station Railroad right-of-way which is also the south boundary of said Lot 4, Section 4 and 120.00 feet distant therefrom, measured at right angles thereto, 727.34 feet to a 5/8 inch iron rod set for a corner of said 25.84 acre tract and a corner of this survey;

THENCE North 16°34'55" West, with the east line of said 25.84 acre tract, 70.82 feet to a 5/8 inch iron rod set for a corner of said 25.84 acre tract and the southwest corner of this survey;

THENCE North 28°19'00" East, with the east line of said 25.84 acre tract, 1527.67 feet to a 5/8 inch iron rod set for the southwest corner of the aforementioned 2.11 acre tract and for the northwest corner of this survey;

THENCE South 61°29'45" East, with the south line of said 2.11 acre tract, 317.17 feet to the POINT OF BEGINNING.



URBAN ENGINEERING

Juan J. Salazar

JUAN J. SALAZAR, R.F.L.S.

2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404



Revised: October 18, 2006
September 1, 2006
Job No. 19925.A6.00

**State of Texas
County of Nueces**

Field Notes 219.067 acre tract of land out of Lots 3, 4, 5 and 6, Section 4, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48, Map Records of Nueces County, Texas, and a portion of Lot 1, Block 9, Lexington Center, a map of which is recorded in Volume 36, Page 42, Map Records of Nueces County, Texas, said 219.067 acre tract being more fully described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set at the intersection of the southeast boundary of Greenwood Drive, a 120.00 feet wide public roadway, and the common boundary between Lot 6 and 7, said Section 4, for the north corner of this tract;

Thence, South $61^{\circ}30'02''$ East (record=South $61^{\circ}30'02''$ East), with the southwest boundary of a 26.335 acre Texas Department of Transportation tract, of Lot 4, Block 1, S.P.I.C.E. Plaza (Volume 58, Pages 166 and 167, Map Records of Nueces County, Texas), of Silverberry Drive, 60 foot wide public roadway, of Lot 11, Block 3, S.P.I.C.E. Plaza (Volume 61, Page 44, Map Records of Nueces County, Texas), same being the northeast boundary of said Lot 6, Section 4, Bohemian Colony Lands and the northeast boundary of this tract, a distance of 2,581.55 feet to a 5/8 inch iron rod found for a corner of this tract;

Thence, South $61^{\circ}27'34''$ East, with the southwest boundary of said lot 11, Block 3, S.P.I.C.E. Plaza and of a 2.698 acre tract in the name of J.S. Clark and Deanna Ericson, same being the northeast boundary of said Lot 3, Section 4, Bohemian Colony Lands and of this tract, a distance of 737.37 feet (record=737.10 feet) to a 5/8 inch iron rod found for the north corner of a City of Corpus Christi lift station site and for a corner of this tract;

Thence, South $28^{\circ}59'36''$ West (record=South $29^{\circ}03'20''$ West), with the northwest boundary of said lift station site, same being the northeast boundary of this tract, a distance of 39.73 feet (record=40.00 feet) to a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set for the west corner of said lift station site and for an interior corner of this tract;

Thence, South $61^{\circ}10'00''$ East, with the southwest boundary of said lift station site, same being the northeast boundary of this tract, at 3.50 feet pass the northwest boundary of said Lot 1, Block 9, Lexington Center, in all a total distance of 32.75 feet to a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set for the south corner of said lift station site and for an interior corner of this tract;

Thence, North $28^{\circ}24'57''$ East (record=North $29^{\circ}03'20''$ East), with the southeast boundary of said lift station site, same being the northeast boundary of said Lot 1, Block 9, Lexington Center and of this tract, a distance of 15.28 feet (Plat=15.00 feet) to a 5/8 inch iron rod found for an interior corner of said lift station site and of this tract;

Thence, South $61^{\circ}10'00''$ East (record=South $61^{\circ}29'45''$ East), with the southwest boundary of said lift station site, same being the northeast boundary of said Lot 1, Block 9, Lexington Center and of this tract, a distance of 424.11 feet to a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set on the northwest boundary of State Highway 286, a public roadway, for the east corner of this tract, being the point of curvature of a non-tangent curve to the right, whose radius point bears North $77^{\circ}30'04''$ West (record=North $77^{\circ}34'04''$ West), a distance of 1,600 feet, and having a central angle of $09^{\circ}48'58''$ (record= $09^{\circ}53'46''$), a radius of 1,600 feet, a tangent length of 137.40 feet (record=135.52 feet), and an arc length of 274.12 feet (record=276.35 feet);

Thence, along said non-tangent curve to the right, same being the northwest boundary of said State Highway 286, and the southeast boundary of this tract, an arc length of 274.12 feet (record=276.35 feet) to a concrete monument with brass disc found for the end of this curve and for the beginning of another circular curve to the right whose radius point bears North $67^{\circ}40'50''$ West (record=North $67^{\circ}40'15''$ West) 2350.00 feet and having a central angle of $05^{\circ}59'50''$ (record= $05^{\circ}59'15''$), a radius of 2350.00 feet, a tangent distance of 123.10 feet (record=122.90 feet) and an arc length of 245.97 feet (record=245.57 feet);

Thence, with said circular curve to the right, continuing along the northwest boundary of State Highway 286, same being the southeast boundary of this tract, an arc length of 245.97 feet (record=245.57 feet);

Thence, South 28°19'00" West, along the northwest boundary of said State Highway 286, same being the southeast boundary of this tract, a distance of 1928.98 feet (record=1928.45 feet) to a concrete monument with brass disc found for a corner of this tract;

Thence, South 73°26'38" West (Record=South 73°25'05" West), with the northwest flared right-of-way of Stat Highway 286, same being the southeast boundary of this tract, a distance of 70.49 feet (record=70.60 feet) to a concrete monument with brass disc found on the northeast boundary of Holly Drive, a public roadway, for the south corner of this tract;

Thence, North 61°28'34" West, along the northeast boundary of said Holy Road, parallel with the centerline of said Holly Road and 80.00 feet distant there from, measured at right angles thereto, a distance of 450.25 feet (record=450.00 feet) to a concrete monument with brass disc found for a corner of this tract, from which corner another found concrete monument with brass disc bears North 28°32'45" East 49.98 feet;

Thence, South 28°31'10" West, continuing along the northeast boundary of said Holly Road, same being the southwest boundary of this tract, a distance of 60.00 feet to a 5/8 inch iron rod with red plastic cap stamped "Urban Engr C.C. TX" set for a corner of this tract;

Thence, North 61°29'48" West (record=North 61°28'50" West), continuing along the southwest boundary of this tract, same being the northwest boundary of said Holly Road, parallel with its centerline and 20.00 feet there from, measured at right angles thereto, a distance of 790.71 feet to a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set on the common boundary of said Lots 4 and 5, Section 4, Bohemian Colony Lands for the south corner of a 3.00 acre tract in the name of James B. Ragan and for a corner of this tract;

Thence, North 29°02'32" East (record=North 29°03'30" East), along the common boundary of said Lots 4 and 5, same being the southeast boundary of the above mentioned 3.00 acre tract and the southwest boundary of this tract, a distance of 261.70 feet (record=261.32 feet) to a 5/8 inch iron found for the east corner of said 3.00 acre tract and for an interior corner of this tract;

Thence, North 61°27'03" West (record=North 61°26'40" West), along the northeast boundary of said 3.0 acre tract, of Tracts A thru E, Holly Road Industrial Tract, a map of which is recorded in Volume 28, Page 40, Map Records of Nueces County, Texas and of Lot 1, Block 2, Holly Road Industrial Tract, a map of which is recorded in Volume 61, Page 182, Map Records of Nueces County, Texas, same being the southwest boundary of this tract, a distance of 1,333.75 feet (record=1,333.58 feet) to a 5/8 inch iron rod found for the north corner of said Lot 1, Block 2, Holly Road Industrial Tract and for an interior corner of this tract;

Thence, South 29°03'17" West (record=South 29°06'00" West), along the northwest boundary of said Lot 1, Block 2, same being the southwest boundary of this tract, at 261.99 feet pass a found 1 inch iron pipe, in all a total distance of 262.76 feet (record=262.16 feet) to a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set on the northeast boundary of said Holly Road for a corner of this tract;

Thence, North 61°29'48" West (record=North 61°28'50" West), along the southwest boundary of this tract, same being the northeast boundary of said Holly Road, parallel with its centerline and 20.00 feet there from, measured at right angles thereto, a distance of 929.01 feet (record=929.40 feet) to a 5/8 inch iron rod found for a corner of this tract;

Thence, North 55°47'22" West (record=North 55°46'12"), continuing along the northeast boundary of said Holly Road, same being the southwest boundary of this tract, a distance of 100.50 feet to a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set for a corner of this tract;

Thence, North 61°29'48" West (record=North 61°28'50" West), continuing along the northeast boundary of said Holly Road, same being the southwest boundary of this tract, a distance of 200.00 feet to a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set for a corner of this tract;

Thence, North $08^{\circ}23'50''$ West (record=North $09^{\circ}38'31''$ West), continuing along the northeast boundary of said Holly Road, same being the southwest boundary of this tract, a distance of 31.26 feet (record=31.79 feet) to a 5/8 inch iron rod with a red plastic cap stamped "Urban Engr C.C. TX" set on the southeast boundary of said Greenwood Drive, for the west corner of this tract, from which corner a found concrete monument with brass disc bears South $289^{\circ}03'08''$ West 10.82 feet, thence South $60^{\circ}56'32''$ East 0.75 feet;

Thence, North $29^{\circ}03'08''$ East (record=North $29^{\circ}06'10''$ East), along the southeast boundary of said Greenwood Drive, same being the northwest boundary of this tract, a distance of 2,545.35 (record=2,545.89 feet) to the Point of Beginning and containing 219.067 acres of land.

Bearings based on the northwest boundary of State Highway 281, as monumented on the ground and shown as South $28^{\circ}19'00''$ West.

Unless this Fieldnotes Description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.



Urban Engineering

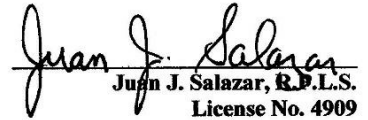

Juan J. Salazar, R.P.L.S.
License No. 4909

Exhibit C – Eligible Infrastructure and Estimated Project Costs

Eligible Infrastructure	Cost
Existing Silverberry Drive to Greenwood Drive	\$724,500
Future Coastal Crosstown Drive	\$1,294,900
Main East/West Access Drive Greenwood to Roundabout	\$2,290,800
Main North/South Access Drive to Holly Road	\$2,691,000
Roundabout to S.H. 286 Access Road	\$1,431,750
Roundabout	\$258,750
Park Development Cost	\$3,100,000
Total Project Cost	\$11,791,700
Additional Allowable Amount (including holding costs)	\$5,208,300
Total Maximum Reimbursable Amount	\$17,000,000

Roadway Improvements – Detailed Cost Estimates

Eligible Infrastructure	Quantity	Unit Price	Estimated Cost
Existing Silverberry Drive to Greenwood Drive			
Roadway Improvements (Paving, Curbs & Sidewalk)	2,100	\$225	\$472,500
Minor Drainage Extensions & Utility Stubouts	2,100	\$75	\$157,500
15% Contingency & Design			\$94,500
Total			\$724,500
Future Coastal Crosstown Drive			
Roadway Improvements	1,700	\$430	\$731,000
Drainage Addition off Existing Line	1	\$60,000	\$60,000
Sanitary Sewer	500	\$100	\$50,000
Water Line & Hydrants	1,700	\$50	\$85,000
Lift Station Rehabilitation	1	\$200,000	\$200,000
15% Contingency & Design			\$168,900
Total			\$1,294,900
Main East/West Access Drive Greenwood to Roundabout			
Roadway Improvements	2,400	\$430	\$1,032,000
Drainage	2,400	\$250	\$600,000
Sanitary Sewer	2,400	\$100	\$240,000
15% Contingency & Design	2,400	\$50	\$120,000
Total			\$298,800
			\$2,290,800
Main North/South Access Drive to Holly Road			
Roadway Improvements	2,600	\$500	\$1,300,000
Drainage	2,600	\$250	\$650,000

Sanitary Sewer	2,600	\$100	\$260,000
Water Line and Hydrants	2,600	\$50	\$130,000
15% Contingency & Design			\$351,000
Total			\$2,691,000
Roundabout to S.H. 286 Access Road			
Roadway Improvements	1500	\$430	\$645,000
Drainage	1500	\$250	\$375,000
Sanitary Sewer	1500	\$100	\$150,000
Water Line and Hydrants	1500	\$50	\$75,000
15% Contingency & Design			\$186,750
Total			\$1,431,750
Roundabout	Quantity		
Roadway	450	500	\$225,000
15% Contingency & Design			\$33,750
Total			\$258,750
Estimated Total Cost			\$8,691,700