

**PARK IMPROVEMENT AGREEMENT  
PER UDC § 8.3.8**

**STATE OF TEXAS           §**

**COUNTY OF NUECES       §**

This PARK IMPROVEMENT AGREEMENT (“Agreement”) is entered into between the City of Corpus Christi (“City”), a Texas home-rule municipal corporation and Yorktown Oso Joint Venture and Braselton Development Company, Ltd, (“Developer”).

**WHEREAS**, the Developer is developing certain real property located in Corpus Christi, Nueces County, Texas, being 12.15 acres out of Lots 1 through 3, Section 24, and Lots 30 and 31, Section 25 Flour Bluff and Encinal Farm and Garden tracts, , and the Developer desires to develop and plat the Property as Rancho Vista Unit 17 (**Exhibit 6**);

**WHEREAS**, the developer is developing Rancho Vista Subdivisions being approximately 395 acres;

**WHEREAS**, the Developer intends to construct future parks within the boundary of the Rancho Vista Preliminary Plat (**Exhibit 1**);

**WHEREAS**, the Developer is proposing to dedicate land & construct park improvements in lieu of the community enrichment & park development fees described in Subsection 8.3.6 & 8.3.7. set forth in **Exhibit 2**, in the Rancho Vista subdivision;

**WHEREAS**, the Developer also desires credit in the amount of \$130,303.93 as shown in **Exhibit 3** for previous park improvements within the Rancho Vista Subdivision;

**WHEREAS**, it is in the best interests of the City to have the park improvements installed by the Developer in conjunction with the Developer's final Plat; and

**WHEREAS**, this Agreement is made pursuant to Article 8, Section 8.3.8, of the Unified Development Code of the City of Corpus Christi (UDC).

**NOW, THEREFORE**, in order to provide construction of park improvements, the City and the Developer agree as follows:

Section 1. RECITALS. The parties agree that the language contained in the recitals of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.

Section 2. TERM. The term of this Agreement (the “Term”) is 30 years from the date of the last signatory to this Agreement.

### Section 3. PARK IMPROVEMENT IN LIEU OF FEES.

(a) Pursuant to this agreement, the Developer is granted a Park Development credit of \$130,303.93 for previous construction of park improvements, fee in lieu of land, and park development fee contributions for the Rancho Vista Subdivision as shown in **Exhibit 3**. Park Development credit is only applicable to the Rancho Vista Subdivision, as shown in **Exhibit 1**.

(b) Subject to the terms of this Agreement, the Developer will dedicate land and construct the park improvements within the Rancho Vista Subdivisions, as shown in **Exhibit 2** in accordance with the plans and specifications approved in advance of construction by the Director of Parks and Recreation on behalf of the City. The Developer shall submit plans and specifications to the Director of Parks and Recreation 120 days prior to recordation of the final plat. Should no plans be submitted 120 days prior, the park improvement is not authorized under this agreement. If plans are submitted within the specified time, the Director of Parks and Recreation has 60 days to approve, deny or approve with conditions. If no response is provided by the Director, the plans shall be deemed approved.

The Developer shall construct the park improvements in lieu of paying the community enrichment and park development fees as described in Subsection 8.3.6 & 8.3.7 of the UDC. Upon receipt by the Development Services Department of a letter of completion of the park improvements described in Section 4, the Developer shall receive credit for an amount to be approved by the Director of Parks and Recreation based on land value and actual improvement expenses for Rancho Vista 17 and Future park development authorized by the Director of Parks and Recreation for community enrichment and park development fees in accordance with Subsection 8.3.8 of the Unified Development Code and can be carried forward to future plats in Rancho Vista subdivisions, as shown in **Exhibit 1**. Any remaining credit may be used for future Subsection 8.3.6 UDC fee in lieu of land requirements for plats & Subsection 8.3.7 UDC fee in lieu of park improvements. within the approved Rancho Vista Preliminary Plat.

Section 4. PARK MAINTENANCE. The parties agree that upon completion of the parks, a Homeowners Association (the Owners Association of Rancho Vista) will maintain the parks (Rancho Vista Park System) in accordance with Park Maintenance agreement (**Exhibit 4**).

Section 5. PERFORMANCE AND PLAT RECORDATION. The parties agree that the parks shall be constructed prior to the recording of the final Plat. In lieu of final completion, a financial guarantee may be provided for the park improvement in accordance with Subsections 8.3.8 & 8.1.10 UDC.

Section 6. INSPECTIONS. Throughout construction, the City may conduct periodic inspections and either approve the progress of the Project or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Project. Prior to construction, Developer and Director of Parks and Recreation will agree to an inspection schedule in writing.

**Section 7. INDEMNIFICATION.**

**PRIOR TO THE TRANSFER OF THE PARK TO THE CITY AS CONTEMPLATED BY THIS AGREEMENT, DEVELOPER 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, PROXIMATELY CAUSED BY DEVELOPER'S NEGLIGENCE ARISING FROM OR RELATED TO THE CONSTRUCTION OF THE PARK IMPROVEMENTS.**

Section 8. DEFAULT. The following events shall constitute default:

1. Developer fails to submit plans and specifications to Development Services for the Project for review by the City's Director of Parks and Recreation or designee in advance of construction.
2. Developer does not reasonably pursue the Project under the approved plans and specifications.
3. The Developer fails to dedicate and construct future parks identified in Exhibit 2, under the approved plans and specifications on or before the recordation of the final plat .
4. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 9. NOTICE AND CURE.

1. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.
3. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.

4. Should the Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section 13, of the need to perform the obligation or duty and, should the Developer 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.

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

- a. Terminate this Agreement after the required notice and opportunity to cure the default;
- b. Cease to provide credit for the Community Enrichment & Park Development Fees to unrecorded and future plats in the Rancho Vista Preliminary Plat.

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

#### Section 10. FORCE MAJEURE.

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

2. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within 10 days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 11. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer to another without the written approval and consent of the Director of Parks and Recreation. provided, however, Developer may assign its rights and obligations under this Agreement in writing to a wholly-owned subsidiary or affiliate of Developer without any prior written approval or consent of any party or person.

#### Section 12. NOTICES.

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

If to the City:

City of Corpus Christi  
Attn: Director, Parks and Recreation  
1201 Leopard Street / 78401  
P.O. Box 9277/78469-9277  
Corpus Christi, Texas

If to the Developer:

Yorktown Oso Joint Venture  
Fred Braselton, Managing Partner  
5337 Yorktown Boulevard – Suite 10D  
Corpus Christi, Texas 78413

with a copy to:

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

Braselton Development Company, Ltd  
Fred Braselton, General Partner  
5337 Yorktown Boulevard – Suite 10D  
Corpus Christi, Texas 78413

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

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

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

Section 13. NO JOINT VENTURE. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

Section 14. DISCLOSURE OF INTEREST. In compliance with Corpus Christi Code § 2-349, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Section 15. CERTIFICATE OF INTERESTED PARTIES. Developer 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 requires disclosure of “interested parties” with respect to entities that enter contracts with cities. These interested parties include:

(1) persons with a “controlling interest” in the entity, which includes:

- a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;

- b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

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>.

Section 16. CONFLICT OF INTEREST. Developer 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>

Section 17. SEVERABILITY. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

Section 18. ENTIRE AGREEMENT. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 19. AMENDMENTS. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 20. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 21. AUTHORITY. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(SIGNATURE PAGES FOLLOWS)

EXECUTED in one original this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CITY OF CORPUS CHRISTI

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

\_\_\_\_\_  
Peter Zanoni  
City Manager

THE STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

This instrument was signed by Peter Zanoni, City Manager, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM: This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

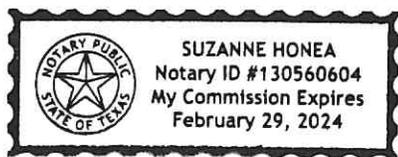
\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
For the City Attorney

**DEVELOPER: Yorktown Oso Joint Venture & Braselton Development Company, Ltd**

Fred Braselton  
Fred Braselton  
Managing Partner

12/21/20  
Date

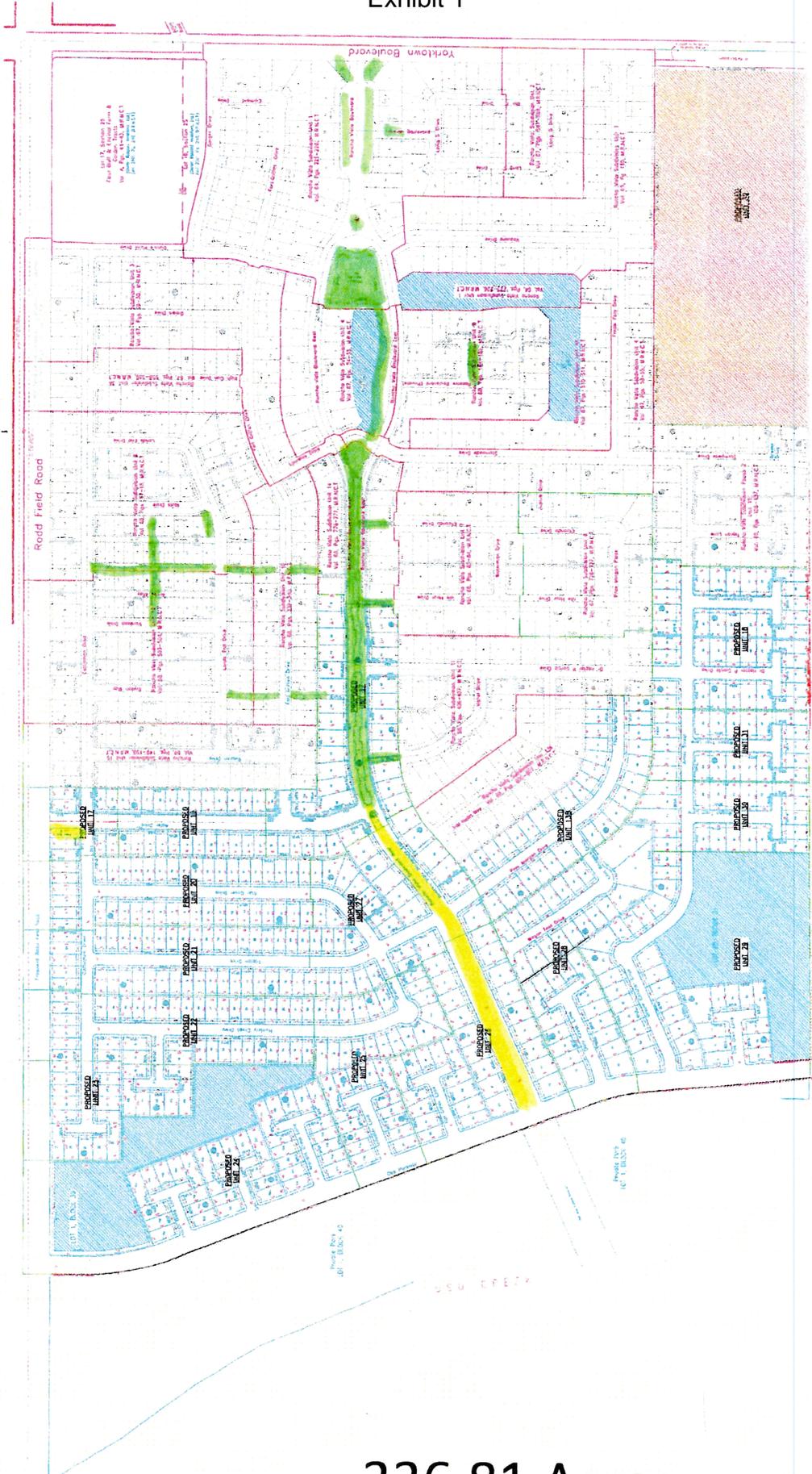
STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §



This instrument was acknowledged before me on December 21, 2020, by Fred Braselton, Managing Partner, Yorktown Oso Joint Venture (a Texas joint venture) and Braselton Development Company, Ltd (a Texas Limited Partnership), on behalf of said companies.

Suzanne Honea  
Notary Public's Signature

- Attached and Incorporated by Reference:
- Exhibit 1: Preliminary Plat Map
  - Exhibit 2: Location of Parks to be Dedicated and Improved
  - Exhibit 3: Credit for Previous Park Contributions
  - Exhibit 4: Park Maintenance Agreement
  - Exhibit 5: Disclosure of Interest
  - Exhibit 6: Rancho Vista 17 plat



336.81 Acres



RANCHO VISTA

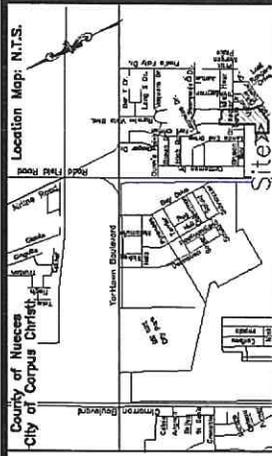
FUTURE PARK 

EXISTING PARK 

**Exhibit 3 - RANCHO VISTA SUBDIVISION PARK IMPROVEMENTS**

<b>PARK COST - UNIT 1</b>	\$	114,585.00
Fees not paid Unit 1	\$	(30,064.00)
Fees not paid Unit 3	\$	(15,316.00)
Fees not paid Unit 4	\$	(9,969.00)
Fees not paid Unit 4A	\$	(4,702.00)
Fees not paid Unit 3A	\$	(6,223.00)
Fees not paid Unit 2	\$	(5,965.00)
Fees not paid Unit 5	\$	(7,339.00)
Fees not paid Unit 6	\$	(9,836.00)
Fees not paid Unit 7	\$	(11,071.00)
Fees not paid Unit 8	\$	(21,816.00)
<b>UNIT 9 PARK COSTS</b>	\$	50,526.74
Fees paid for Unit 9	\$	6,574.00
Fees paid for Unit 10	\$	12,580.00
Fees paid for Unit 11	\$	13,260.00
Fees not paid Unit 12	\$	(26,258.00)
Fees not Paid Unit 13A	\$	(11,120.00)
<b>COST OF UNIT 14 PARK</b>	\$	128,845.25
Fees not paid Unit 14	\$	(1,720.00)
Fees not paid Unit 14	\$	(6,828.40)
Fees Paid for Unit 15	\$	17,550.00
Fees not paid Unit 16	\$	(14,457.33)
Fees paid for Unit 16	\$	4,542.67
Fees not Paid Unit 17	\$	(8,600.00)
Fees not Paid Unit 17	\$	<u>(26,875.00)</u>
<b>Total Credit</b>	\$	130,303.93

- 1.) Total platted area contains 12.13 Acres of Land. (Includes Street Dedication)
- 2.) The receiving water for the storm water runoff from this property is the Oso Creek. The TCEQ has not classified the aquatic life use for the Oso Creek, but it is recorded as an "exceptional" use. The TCEQ has also recorded the Oso Bay as "exceptional" and "oyster waters," and categorized the receiving water as "contact recreation" use.
- 3.) C-54, Beaches and Dike Areas shows beaches are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983 (NAD83) Epoch 2010.00.
- 4.) By graphic plotting only, this property is in Zone "7" on Flood Insurance Rate Maps which bears an effective date of March 18, 1985 and is not in a Special Flood Hazard Area.
- 5.) The yard requirement, as depicted, is a requirement of the Unified Development Code and is subject to change as the zoning may change.
- 6.) Contours shown herein are referenced to the North American Vertical Datum of 1988 (NAVD88), Geoid 124.



State of Texas  
County of Nueces  
This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

William J. Green, P.E.  
Development Services Engineer

State of Texas  
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Eric Villarreal, P.E.  
Chairman

State of Texas  
County of Nueces

I, Kara Smith, Clerk of the County Court in and for said County, do hereby certify that the foregoing plat of the herein described property was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in said County in Volume \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ Map Records.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year first within.

I, \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Kara Smith, County Clerk  
Nueces County, Texas

By: \_\_\_\_\_  
Deputy

State of Texas  
County of Nueces

I, \_\_\_\_\_, Registered Professional Land Surveyor for Urban Engineering, have prepared the foregoing map from a survey made on this ground under my direction and in full and correct belief of my knowledge, information and belief, I have been engaged under contract to set all Lot and block corners and monuments thereon and to complete such operations with due and reasonable diligence consistent with best professional practice.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

James D. Carr, R.P.L.S.  
Texas License No. 6439

Schedule: 2/6/19  
SCALE: None  
JOB NO.: 39319.001.05  
SHEET: 1 OF 1  
DRAWN BY: JDC  
© 2019 by Urban Engineering  
urbaneng.com



**Plat of**  
**Rancho Vista Subdivision**  
**Unit 17**

being 12.13 Acres of Land out of Lots 1 through 3, Section 24, and Lots 30 and 31, Section 25, Four Bull and Enchil Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas.

State of Texas  
County of Nueces

AMERICAN BANK, hereby certifies that it holds a lien on the property owned by YORKTOWN OSD JOINT VENTURE, as shown on the foregoing map and it approves of the subdivision and dedication for the purposes and considerations therein expressed.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: AMERICAN BANK

By: PHILIP J. RILEY, Senior Lending Officer

State of Texas  
County of Nueces

This instrument was acknowledged before me by PHILIP J. RILEY, as Senior Lending Officer of AMERICAN BANK, on behalf of said bank.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

State of Texas  
County of Nueces

YORKTOWN OSD JOINT VENTURE, hereby certifies that it is the owner of the lands embraced within the boundaries of the foregoing plat, that it has had said lands surveyed and subdivided as shown, that streets shown are dedicated to the public use, that the plat is correct and true, that the same are for the purpose of subdivision, operation and use of public utilities, and that this map was made for the purpose of description and dedication.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: YORKTOWN OSD JOINT VENTURE

By: FRED BRASELTON, Managing Partner

State of Texas  
County of Nueces

This instrument was acknowledged before me by FRED BRASELTON, as Managing Partner of YORKTOWN OSD JOINT VENTURE, on behalf of said JOINT VENTURE.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas



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:** \_\_\_\_\_

**STREET:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**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)
_____	_____
_____	_____

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
_____	_____
_____	_____

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
_____	_____
_____	_____

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
_____	_____
_____	_____

**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: FRED BRASELTON Title: MANAGING PARTNER  
 (Print)

Signature of Certifying Person: Fred Braselton Date: 12/20/20



Mow, edge, weedeat, power blow walks and curbs, weed beds	2	2	3	3	3	3	3	3	3	3	2	2
Remove all litter	Every visit											
Trim plants and trees to remove dead vegetation or for accessibility	As needed											
Apply herbicide, pesticide and fertilizer	As needed											
Monitor irrigation system (repair as needed)	Every visit											
Inspect play and park elements	Every visit											

**Section 6. Responsibilities of City**

City is responsible for the water to the park system in the same manner water is provided to similar parks within the City. In the event of a drought or water restrictions, water will be restricted in the same manner water is restricted to similar parks within the City.

**Section 7. Notices.**

Any notices under this AGREEMENT must be provided as follows:

To the City:

City of Corpus Christi  
 Director of Parks and Recreation  
 P.O. Box 9277  
 Corpus Christi, Texas 78469-9277

To the HOA:

Owners Association of Rancho Vista, Inc.  
 5337 Yorktown, Suite 10D  
 Corpus Christi, Texas 78413

**Section 8. Indemnity.**

HOA agrees to indemnify, save and hold harmless City, its officers, employees, and agents against any liability, damage, loss, claims, demands, and actions on account of personal injuries (including, without limitation, workers’ compensation and death claims), or property loss or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with the acts or omissions of HOA both lawn maintenance contractors or subcontractors under this Agreement.

**Section 9. Authority.**

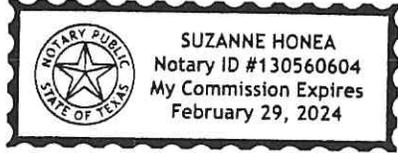
Each Party represents and warrants that it has the full right, power and authority to execute this Agreement

EXECUTED in one original this 21 day of December, 2020.

**OWNERS ASSOCIATION OF RANCHO VISTA, INC**

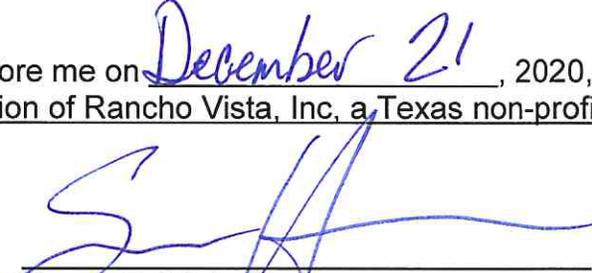
  
\_\_\_\_\_  
Bart Braselton  
Manager

12/21/20  
\_\_\_\_\_  
Date



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

This instrument was acknowledged before me on December 21, 2020, by Bart Braselton, Manager, Owners Association of Rancho Vista, Inc, a Texas non-profit, on behalf of said company.

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

**ATTEST:**

**CITY OF CORPUS CHRISTI**

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

\_\_\_\_\_  
Sarah F. Munoz, P.E.  
Interim Director, Parks and Recreation

APPROVED AS TO FORM:

\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
For the City Attorney

EXHIBIT A  
INSURANCEREQUIREMENTS

I. HOA'S INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day written notice of cancellation, non-renewal, material change or termination is required on all certificates	Bodily Injury and Property Damage Per occurrence aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors	\$500,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY-OWNED, NON-OWNED OR RENTED	\$500,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND SECTION II OF THIS EXHIBIT
EMPLOYERS' LIABILITY	\$500,000

- C. In the event of accidents of any kind, HOA must furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. HOA must obtain workers' compensation coverage through a licensed insurance company obtained in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. Coverage must be provided in amounts sufficient to assure that all workers' compensation obligations incurred by the HOA will be promptly met.
- B. Certificate of Insurance:
- \* The City of Corpus Christi must be named as an additional insured on the General Liability coverage, and blanket waiver of subrogation is required on all applicable policies. If your insurance company uses the standard ACORD form, the cancellation clause (bottom right) must be amended by adding the wording "changed or" between "be and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left". In lieu of modification of the ACORD form, separate policy endorsements addressing the same substantive requirements are mandatory.
  - \* The name of the project must be listed under "Description of Operations".
  - \* At a minimum, a 30-day written notice of cancellation, termination, material change, non-renewal is required.