

**HARBOR BRIDGE REPLACEMENT PROJECT  
CORPUS CHRISTI, TEXAS**

**Four Party Agreement**

This Agreement (“Agreement”) is made by and between the Texas Department of Transportation (“TxDOT”), the Port of Corpus Christi Authority of Nueces County, Texas (“Port”), the City of Corpus Christi, Texas (“City”), and the Corpus Christi Housing Authority (“Housing Authority”). TxDOT, the Port, the City, and the Housing Authority are each referred to as a “Party,” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Federal Highway Administration (“FHWA”) and TxDOT have proposed the replacement of the current Harbor Bridge in Corpus Christi, Texas (the “Project”). The bridge spans the Corpus Christi Ship Channel. FHWA and TxDOT, as joint lead agencies, initiated the National Environmental Policy Act (“NEPA”) evaluation of the Project in 2011 and prepared an environmental impact statement (EIS);

**WHEREAS**, on March 13, 2015, the FHWA Coordination and Compliance Division received a complaint under Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) and 49 C.F.R. Part 21, submitted by two individuals who reside in the Hillcrest neighborhood in the City of Corpus Christi (the “Complaint”);

**WHEREAS**, FHWA and TxDOT propose to enter a Voluntary Resolution Agreement (“Two Party Agreement”) to implement specific Title VI mitigation actions for the Project and resolve the Complaint (**Exhibit B**). This Four Party Agreement is an agreement by the undersigned Parties who have joined together to implement the requirements of the Two Party Agreement; and

**WHEREAS**, TxDOT is authorized to enter into an interlocal contract with one or more local governments under Transportation Code §201.209, the Port is authorized to enter into a contract with any person, government or governmental agency necessary or convenient to carry out any of the powers granted to the Port in Subchapter E of Chapter 60, Water Code, the City is authorized to enter into an interlocal contract under Government Code, ch. 791, and the Housing Authority may cooperate with a municipality, political subdivision, or the state, in action taken with respect to the problems of providing housing for persons of low income under Local Government Code §392.059; and

**WHEREAS**, the Port supports the Project for a new, modern, efficient and safe Harbor Bridge which will improve the operations of the Port of Corpus Christi and make it more attractive to new industry;

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein, and the mutual promises of the Parties set forth herein, the Parties agree as follows:

## **AGREEMENT**

Section 1. Effective Date. The Agreement shall become effective contemporaneously with the FHWA's issuance of the Record of Decision for the Project ("Effective Date"), which approves of the Preferred Alternative identified in the Final EIS signed on November 25, 2014.

Section 2. Effective Period. The Agreement will be in effect starting with the Effective Date and ending on the date the new Harbor Bridge is open to traffic ("Effective Period"). However, the obligations of the Parties to this Agreement shall be suspended during any period that the Harbor Bridge Project (Red Alternative) is suspended due to the actions of any federal or state agency, litigation, or administrative action related thereto. If the Harbor Bridge Project (Red Alternative) is terminated, this Agreement will cease to be effective.

Section 3. Exhibits. This Agreement incorporates herein the exhibits which show the Two Party Agreement, certain defined terms used in the Agreement, and show the action measures each Party will perform.

Section 4. Responsibility.

4.1 Each Party is responsible for performing the action items described in the exhibit identified for that Party attached to the Agreement. In addition, TxDOT is responsible to oversee the action items to be carried out by the Port, City, and the Housing Authority and to ensure completion of such items.

4.2 Nothing in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

Section 5. Record Keeping and Reporting.

5.1 Record Keeping. The Port and the City each shall maintain records of their work performed under this Agreement as it relates to each Neighborhood Property. The records shall be organized using a common identifying label for each property using the unique identifying record indicator established by the Nueces County Appraisal District.

5.2 Record Keeping Required by Two Party Agreement. The reporting requirements in this paragraph apply to the Port, City, and Housing Authority (the "Local Governmental Entities"). The Local Governmental Entities shall each maintain the records required by the Two Party Agreement that relate to their respective responsibilities under this Agreement.

5.3 Quarterly Reports by Port, City, Housing Authority. Each Local Governmental Entity shall submit one completed progress report quarterly, in a form/format provided by TxDOT, describing the work and progress made to carry out the action items it is responsible for under the Agreement, and as is necessary to satisfy the reporting requirements of the Two Party Agreement as they relate to their respective

responsibilities. Each Local Governmental Entity must submit a report for the periods of: October 1 to December 31, January 1 to March 31, April 1 to June 30, and July 1 to September 30, for the duration of the Effective Period. The Local Governmental Entity shall furnish one copy of the completed progress report to TxDOT on or before the thirtieth (30th) calendar day of the month following the end of the period for which the report is submitted. The Local Governmental Entity must complete the report in its entirety with the most accurate information available at the time of reporting. It must be able to support the information contained in its progress reports.

5.4 Quarterly Report by City's Liaison. The City shall submit quarterly reports to TxDOT as required by the Two Party Agreement that relate to the Liaison's duties.

5.5 Quarterly Report by TxDOT. TxDOT shall submit to FHWA one progress report quarterly, in a form/format approved by FHWA, describing the work and progress made to carry out the action items that TxDOT is responsible for under the Proposal. TxDOT must submit the quarterly reports for the duration of the Effective Period. TxDOT shall furnish one copy of the completed progress report to FHWA on or before the sixtieth (60th) calendar day following the end of the period for which the report is submitted. TxDOT must complete the report in its entirety with the most accurate information available at the time of reporting. It must be able to support the information contained in its progress reports.

Section 6. Inspection by FHWA. TxDOT and the Local Governmental Entities each agree to permit FHWA, or its authorized representatives, to inspect all work and other data, and to audit the books, records, and accounts of the Party and its contractors pertaining to performing the action items described in the Agreement.

Section 7. Dispute Resolution.

7.1 Informal Resolution Procedures as Condition Precedent. Any disputes among the Parties relating to this Agreement (a "Dispute"), shall be the subject of the informal dispute resolution procedures set out in this Section 7 before a Party may exercise any other rights and remedies available under Section 7.3.

7.2 Informal Resolution. If any Party believes a Dispute exists, that Party may notify the other Parties in writing that a Dispute exists. A Party may notify another Party that the provisions of this Section 7 are invoked (the "Resolution Start Notice"). The notice must include (a) the statement of such Party's position on the Dispute, (b) a summary of the reasons supporting such Party's position and (c) a proposed resolution to such Dispute that would be satisfactory to such Party. Within ten (10) business days from receipt of the Resolution Start Notice, the Party receiving the notice shall deliver to the other Party a written response to the Dispute (a "Resolution Response Notice"). Each Resolution Response Notice shall include (i) a statement of such Party's position on the Dispute, (ii) a summary of the reasons supporting such Party's position and (iii) a proposed resolution of such Dispute that would be satisfactory to such Party. Each Party will designate a senior executive of such Party (the "Designated Executive") and agrees that such Designated Executives shall have full authority to resolve such Dispute. A Party may replace its Designated Executive upon written notice to the other

Party. The Designated Executives shall immediately begin to communicate regarding the Dispute, including attendance at a personal meeting if requested by the other Designated Executive, and shall exercise good faith efforts to resolve the Dispute fairly and completely within forty five (45) days after the date of the Resolution Response Notice. A Party sending a written notice under this section must send a copy of the notice to all other Parties, whether such other Parties are the subject of the Dispute or not.

7.3 Other Rights and Remedies. If a Dispute has been the subject of informal resolution in accordance with this Section 7, and such procedures are concluded without a resolution to the Dispute that is satisfactory to both Parties, either Party shall be entitled to exercise any other rights and remedies available under this Agreement, or available at law or equity.

7.4 Performance. Each of the Parties shall continue performance under this Agreement during the process of resolving a Dispute.

## Section 8. Enforcement.

8.1 The Local Governmental Entities each acknowledge and understand that if it does not fulfill its obligations under this Agreement, then TxDOT may assume all or part of their respective obligations. In that event, the Local Governmental Entities agree to reimburse TxDOT for all expenses, obligations, liabilities, costs and fees incurred by TxDOT in connection with assuming their respective obligations under this Agreement. Should TxDOT determine that one of the Local Governmental Entities is not in compliance with the Agreement, then TxDOT may take appropriate action to exercise its rights and remedies available under this Agreement, or available at law or equity. The Local Governmental Entities each acknowledge that TxDOT has provided valuable consideration in this Agreement and that TxDOT is authorized to seek remedies at law or equity to compel it's compliance with the Agreement. THE LOCAL GOVERNMENTAL ENTITIES EACH EXPRESSLY COVENANT AND AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING THE TEXAS CONSTITUTION, TO PROTECT, INDEMNIFY, RELEASE, DEFEND AND HOLD FREE AND HARMLESS TXDOT AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, INVITEES, AGENTS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS AND EXPENSES (THE "LIABILITIES"), ARISING FROM OR AS A RESULT OF THE PARTY'S FAILURE TO CARRY OUT THE ACTION ITEMS DESCRIBED IN THE EXHIBIT IDENTIFIED FOR THAT PARTY ATTACHED TO THE AGREEMENT. The Local Governmental Entities each acknowledge that TxDOT, upon determining that such Party is indebted to TxDOT for Liabilities incurred under this Agreement (to the maximum extent of the indebtedness amounts described below), may submit a report to the Texas Comptroller under Texas Government Code Section 403.055 concerning holds on warrants or electronic funds transfers.

8.2 The Port acknowledges that TxDOT has provided valuable consideration in this Agreement. The Port acknowledges that if it fails to carry out the action items described in Exhibit C, that such failure constitutes a breach of the Agreement and an indebtedness to TxDOT in the amount of \$20 million less all Acquisition Costs (as

described under the heading “Reimbursement of acquisition costs over \$20 million” in Exhibit C) paid by the Port. TxDOT shall provide notice of the Port’s breach and an opportunity to resolve the dispute in accordance with Section 7 of this Agreement. TxDOT shall submit a report to the Texas Comptroller under Texas Government Code Section 403.055, concerning holds on warrants or electronic funds transfers, identifying the Port as a debtor to the state.

8.3 The City acknowledges that TxDOT has provided valuable consideration in this Agreement. The City acknowledges that if it fails to carry out the action items described in Exhibit D, that such failure constitutes a breach of the Agreement and an indebtedness to TxDOT in the amount of \$320,000. TxDOT shall provide notice of the City’s breach and an opportunity to resolve the dispute in accordance with Section 7 of this Agreement. TxDOT shall submit a report to the Texas Comptroller under Texas Government Code Section 403.055, concerning holds on warrants or electronic funds transfers, identifying the City as a debtor to the state, in an amount not to exceed \$320,000, less any amount the City has already expended under the Agreement.

8.4 The Housing Authority acknowledges that TxDOT has provided valuable consideration in this Agreement. The Housing Authority acknowledges that if it fails to carry out the action items described in Exhibit F, that such failure constitutes a breach of the Agreement and an indebtedness to TxDOT in the amount of \$1,500,000. TxDOT shall provide notice of the Housing Authority’s breach and an opportunity to resolve the dispute in accordance with Section 7 of this Agreement. TxDOT shall submit a report to the Texas Comptroller under Texas Government Code Section 403.055, concerning holds on warrants or electronic funds transfers, identifying the Housing Authority as a debtor to the state, in an amount not to exceed \$1,500,000, less any amount the Housing Authority has already expended under the Agreement.

8.5 The Local Governmental Entities each acknowledge that should it fail to carry out the obligations described in the exhibit to this Agreement identified for that Party, that TxDOT will request of the Corpus Christi Metropolitan Planning Organization (“Corpus Christi MPO”) that any future Metropolitan Mobility/Rehabilitation funds or other MPO fund sources that would otherwise be identified, programmed, or awarded to such Party for transportation projects, shall instead be programmed for TxDOT’s use for purposes of TxDOT assuming those obligations to ensure their completion. The Local Governmental Entities further acknowledge and agree that should TxDOT be required to reimburse the Port for costs of the Neighborhood Acquisition Plan that exceed \$20 million (as provided for in Exhibit C), that TxDOT will request of the Corpus Christi MPO that any future Metropolitan Mobility/Rehabilitation funds or other MPO fund sources (up to the amount of the required reimbursement) that would otherwise be identified, programmed, or awarded to one or more of the Local Governmental Entities, shall instead be programmed for TxDOT’s use for purposes of TxDOT funding its obligations under Exhibit C. The Local Governmental Entities each hereby commit that they will agree with TxDOT’s request and not take any action to object to or oppose TxDOT’s request or the Corpus Christi MPO’s approval and implementation of the request.

Section 9. Party Representative; Notices. The Parties each appoint a Party representative, a person whose role, on behalf of a Party, is to coordinate with the other

Parties on all work matters related to this Agreement, including working directly or indirectly with the public. Each Party reserves the right to change the designation of its representative from time to time by written notice to the other Parties. All requests, notices, demands, authorizations, directions, consents, waivers or other communications (collectively, "Notices") required or permitted under this Agreement shall be in writing and sent to the Party representative. Notices shall either be: (a) delivered in person, (b) sent by certified mail, postage prepaid, return receipt requested, using the United States Postal Service, or (c) delivered by a nationally recognized overnight courier service that obtains receipts. Each Notice shall be deemed to be delivered to a Party when received at its address set forth or designated as provided in this section.

Notices must be addressed to TxDOT at:

Christopher Caron, P.E.  
District Engineer  
Texas Department of Transportation  
1701 South Padre Island Drive  
Corpus Christi, TX 78416

(361) 808-2221  
[Chris.Caron@txdot.gov](mailto:Chris.Caron@txdot.gov)

Notices must be addressed to the Port at:

John P. LaRue  
Executive Director  
Port of Corpus Christi Authority  
222 Power Street  
Corpus Christi, TX 78401

(361) 885-6189  
[john@pocca.com](mailto:john@pocca.com)

Notices must be addressed to the City at:

Miles Risley  
City Attorney  
City of Corpus Christi Legal Department  
1201 Leopard Street  
P. O. Box 9277  
Corpus Christi, TX 78469

(361) 826-3361  
[milesr@cctexas.com](mailto:milesr@cctexas.com)

Notices must be addressed to the Housing Authority at:

Gary Allsup  
Chief Executive Officer  
Corpus Christi Housing Authority  
3701 Ayers Street  
Corpus Christi, TX 78415

(361) 889-3350  
[gary\\_allsup@hacc.org](mailto:gary_allsup@hacc.org)

Section 10. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof, and no oral statements or prior written materials not specifically incorporated herein shall be effective. No variation, modification, or changes hereof shall be binding on any Party unless set forth in a document executed by all of the Parties.

Section 11. Assignment. Except as provided in the Voluntary Restrictive Covenant Program described in Exhibit C, the rights and/or obligations under this Agreement of any Party may not be assigned except with the express written consent of the other Parties. Any assignment in violation of this provision shall be void.

Section 12. Legal Construction. If one or more of the provisions contained in this Agreement shall for any reason be held inapplicable, invalid, illegal, or unenforceable in any respect, that inapplicability, invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the inapplicable, invalid, illegal, or unenforceable provision.

Section 13. Sole Benefit. This Agreement is entered into for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by a Party shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against any of the Parties, nor shall it be construed as relieving any third party or parties from any liabilities of such third party or parties to FHWA, TxDOT, the Port, the City, or the Housing Authority. The Parties do not waive, relinquish, limit or condition their right to avoid liability which they otherwise might have to third parties.

Section 14. Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be executed by its duly authorized signatory, effective as provided herein.

PORT OF CORPUS CHRISTI AUTHORITY

\_\_\_\_\_  
John P. LaRue  
Executive Director

Dated: \_\_\_\_\_

CITY OF CORPUS CHRISTI

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

Dated: \_\_\_\_\_

TEXAS DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
LtGen J.F. Weber, USMC (Ret)  
Executive Director

Dated: \_\_\_\_\_

CORPUS CHRISTI HOUSING AUTHORITY

\_\_\_\_\_  
Gary Allsup  
President and Chief Executive Officer

Dated: \_\_\_\_\_

## Exhibit A – Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth in this Exhibit A. Capitalized terms in this Agreement which are not defined in this Exhibit A are defined in the text of the Agreement or other exhibits to the Agreement.

“Acquired Property” shall mean the Neighborhood Property and any other property in the Neighborhood acquired by the Port.

“Appraisal” shall mean a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

“Business” means any lawful activity, except a farm operation, that is conducted on property in the Neighborhood on January 1, 2016 and continuously thereafter:

(i) Primarily for the sale of products or services to the members of the Neighborhood or surrounding community for which the business is reliant on the Neighborhood for the majority of the sales; this determination will be made based on type of business, products or services offered, the location of the business, and the availability of the products or services outside of the Neighborhood; or

(ii) By a nonprofit organization that has established its nonprofit status under applicable Federal or State law.

“Business Property” means any facility in the Neighborhood, including a church, which is not Residential Property and in which a Business is conducted.

“Eligible Homeowners” shall mean, for any Owner Occupied Property, the Owner or Owners of that property on January 1, 2016.

“Home Based Business” means a home based business located within an Owner Occupied Property. The eligibility of a home based business must be shown by the prior two years certified Federal tax returns showing business operation and a percentage of the home used for the home based business. An eligible business would be relocated and reestablished only if the Owner of the property opted to participate in the Neighborhood Acquisition Program. The home value would be determined based on normal appraisal practices and the offer would be made to the Owner of the property. Separate relocation assistance packages (under the Relocation Program) would be presented, one concerning relocation of the Owner, and one concerning relocation of the business.

“Leathers Public Housing Complex” shall mean the 122-unit public housing complex by that name located in the City of Corpus Christi, which is owned by the Housing Authority and which is located adjacent to the Neighborhood.

“Neighborhood” shall mean the geographic area in the City of Corpus Christi that is inside the green boundary lines shown in Attachment No. 1 (which attachment is hereby incorporated into the Agreement).

“Neighborhood Acquisition Plan” or “Plan” shall mean the Port’s plan to purchase the Neighborhood Property as described under the headings “Neighborhood Acquisition Plan” in Exhibit C attached to this Agreement.

“Neighborhood Property” means Residential Property and Business Property.

“Neighborhood Property Owners” shall mean, for any Neighborhood Property, the Owner or Owners of that property on January 1, 2016 and who own it continuously thereafter.

“Owner” shall mean, with respect to any Neighborhood Property, a person who purchases or holds any of the following interests in the Neighborhood Property:

- (i) Fee title, a life estate, a land contract, a 99 year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or
- (ii) An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- (iii) A contract to purchase any of the interests or estates described in subparagraphs (i) or (ii) above; or
- (iv) Any other interest, including a partial interest, which in the judgment of TxDOT warrants consideration as ownership.

“Owner Occupied Property” shall mean any dwelling in the Neighborhood that is owned by one or more Owners and in which at least one Owner who is a natural person resides on a permanent basis on January 1, 2016, and continuously thereafter, whether or not additional persons may reside in the dwelling as Tenants. Owner occupancy status would also apply for members of the military, or other owners, for whom there is a legal, work related, or other necessary reason for the person to not actively occupy the residence on January 1, 2016.

“Owner Occupied Restrictive Covenant” shall mean, for any Owner Occupied Property, a legally enforceable restriction that permanently prohibits the use of the property for residential purposes by anyone other than the Eligible Homeowners. Any Owner Occupied Restrictive Covenant described in this Agreement shall be for the benefit of TxDOT, the Port, and the City and may be enforced by any of these Parties.

“Person” means any individual, family, partnership, corporation, or association.

“Relocation Program” shall mean the Port’s plan to provide relocation benefits in connection with the Neighborhood Acquisition Plan as described under the heading “Relocation Program” in Exhibit C attached to this Agreement.

“Residential Restrictive Covenant” shall mean, for any Neighborhood Property, a legally enforceable restriction that permanently prohibits the use of the property for residential purposes by anyone. Any Residential Restrictive Covenant described in this Agreement shall be for the benefit of TxDOT, the Port, and the City and may be enforced by any of these parties.

“Residential Rental Property” shall mean any dwelling in the Neighborhood, including a single family house, a duplex for two or more families, or other multi-family housing, which is not an Owner Occupied Property and in which one or more Tenants reside on January 1, 2016. For properties in which a Tenant does not occupy the property on January 1, 2016, to apply the definition, the Owner must show previous tenant history for the two years immediately prior to the signing of this Agreement. Should the property been occupied by tenants for at least 45 weeks of the prior two years, the property would fall within the definition of Residential Rental Property. To be eligible under the Neighborhood Acquisition Plan (described below) an Owner must own the Residential Rental Property on January 1, 2016, and continuously thereafter. For the absence of doubt, the Leathers Public Housing Complex is not a Residential Rental Property for purposes of this Agreement.

“Residential Property” shall mean any Owner Occupied Property or Residential Rental Property.

“Tenant” shall mean a person who has temporary use and occupancy of Residential Property on January 1, 2016 and continuously thereafter. For the absence of doubt, a person living in the Leathers Public Housing Complex is not a Tenant for purposes of this Agreement.

“Uniform Act” shall mean the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601 et seq.).

“Voluntary Restrictive Covenant Program” or “Program” shall mean the Port’s program to purchase Owner Occupied Restrictive Covenants and Options as described under the heading “Voluntary Restrictive Covenant Program” in Exhibit C.

**Exhibit B**  
**Voluntary Resolution Agreement**

## **Exhibit C – Port of Corpus Christi Authority**

*Neighborhood Acquisition Plan.* No later than 120 days from the Effective Date of this Agreement, the Port will mail or deliver a written notice (“Original Notice”) to the Neighborhood Property Owners of each Neighborhood Property, expressing an interest in buying their Neighborhood Property on a voluntary basis and requesting a written expression of interest from the Neighborhood Property Owners of any Neighborhood Property who may be interested in selling their Neighborhood Property. The Port will provide written notice, in the same manner required under 49 C.F.R. § 24.102, of the terms of the Neighborhood Acquisition Plan to all Neighborhood Property Owners on an annual basis throughout the Effective Period of the program.

The Neighborhood Property Owners of any Neighborhood Property who provide the Port with a written expression of interest in selling their Neighborhood Property within three years after receiving the Port’s Original Notice are referred to in this Agreement as “Interested Neighborhood Property Owners,” whether one or more. The Port will make a written offer to the Interested Neighborhood Property Owners to purchase their Neighborhood Property (each an “Actual Offer”) for the full amount of the Port’s determination of the just compensation (as described below) for the property.

Under the Neighborhood Acquisition Plan, the sellers of any Neighborhood Property must have continuously owned the property from January 1, 2016 to the date of sale. (In other words, the Port will not purchase Neighborhood Property from any Owners other than the Owners of the property on January 1, 2016.)

For purposes of the Plan, the just compensation for any Neighborhood Property shall be deemed to be the approved Appraisal of the value of the property as determined under the appraisal process in 49 C.F.R. §§24.103 and 24.104, without giving effect to any rules that might render such rules inapplicable.

The Port’s Actual Offer to buy an Owner Occupied Property shall also give the Eligible Homeowners the right to retain a life estate in the property. The Port will automatically become the owner of the property upon the death of the last to die of the Eligible Homeowners. In such cases, the purchase price of the property will be reduced to reflect the value of the retained life estate. Eligible Homeowners who elect to retain a life estate in their Owner Occupied Property waive their rights to any relocation benefits described below under the heading “Relocation Benefits.”

Any Neighborhood Property purchased by the Port pursuant to the Neighborhood Acquisition Plan must be conveyed to the Port free and clear of any liens. Upon the Port’s purchase of any Neighborhood Property under the Neighborhood Acquisition

Plan, the Port shall promptly record a Residential Restrictive Covenant on that property in the real property records of Nueces County. In no instance shall the Port convey any acquired Neighborhood Property to any other person prior to executing and recording a Residential Restrictive Covenant on that property. The Port will demolish each dwelling or facility it purchases pursuant to the Neighborhood Acquisition Plan. The Port will maintain any property it acquires under the Plan, including mowing the grass as needed.

*Relocation Program.* If the Port buys any Owner Occupied Property in accordance with the Plan, the Port will provide relocation assistance to the Eligible Homeowners and eligible Tenants, if any, of that property. If the Port buys any Owner Occupied Property in which a Home Based Business is conducted, the Port will also provide relocation assistance for the Home Based Business.

Similarly, if the Port buys any Residential Rental Property pursuant to the Plan, the Port will provide relocation assistance to the eligible Tenants of that property. The sellers of a Residential Rental Property will not be provided relocation benefits.

If the Port buys any Business Property in accordance with the Plan, the Port will provide relocation assistance for the Business on that property.

The Port will provide relocation assistance to displaced Eligible Homeowners and displaced eligible Tenants as required under the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-F. The Port will provide relocation assistance to eligible Businesses and Home Based Businesses as required under the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-D. Within 60 days of the Effective Date of this Agreement, the Port will engage an acquisition and relocation service provider to implement and administer the Neighborhood Acquisition Plan on the Port's behalf.

*Reimbursement of Acquisition Costs in Excess of \$20 Million.* Under this Agreement, the Port's "Acquisition Costs" include the out-of-pocket costs incurred by the Port in carrying out the Neighborhood Acquisition Plan and the Relocation Program. Acquisition Costs include paying the acquisition and relocation service provider, purchasing Neighborhood Property, purchasing any other real property required under the Voluntary Acquisition Program, providing relocation benefits and moving expenses to eligible displaced Owners and Tenants of Owner Occupied Property, eligible displaced Tenants of Residential Rental Property, and eligible displaced Businesses and Home Based Businesses, providing relocation benefits and moving expenses to any other Person or Business in the Neighborhood that is required under the Relocation Benefits Program, and demolishing dwellings and facilities acquired under the Plan. If the Port spends more than \$20 million on Acquisition Costs ("Excess Acquisition

Costs”), TxDOT shall reimburse the Port for these Excess Acquisition Costs. The Port shall submit monthly invoices to TxDOT for Excess Acquisition Costs, if any, and TxDOT agrees to pay these invoices within thirty (30) days of receipt of same.

*Voluntary Restrictive Covenant Program.* The Port’s Original Notice to the Eligible Homeowners of each Owner Occupied Property will also include an alternative offer to buy: (1) an Owner Occupied Restrictive Covenant on the property, and (2) an option to purchase the property for its then appraised value (“Option”) if the Eligible Homeowners elect to sell the property or upon the death of the last to die of the Eligible Homeowners, whichever occurs first. The total purchase price of an Owner Occupied Restrictive Covenant will be not less than \$7,500. The Eligible Homeowners of any Owner Occupied Property shall have three years after receiving the Port’s Original Notice to accept the Port’s offer to buy an Owner Occupied Restrictive Covenant and an Option on their property.

If an Owner Occupied Property is owned by more than one Owner on January 1, 2016, the Port will not purchase an Owner Occupied Restrictive Covenant and Option on the property unless all Eligible Homeowners elect to sell the Owner Occupied Restrictive Covenant and Option. If all such Eligible Homeowners do elect to sell the Owner Occupied Restrictive Covenant and Option, the purchase price will be divided among the Eligible Homeowners in proportion to their ownership interests in the property. Upon the death of the last to die of the Eligible Homeowners, their Owner Occupied Property may no longer be used for residential purposes by anyone.

The Eligible Homeowners of an Owner Occupied Property may accept the Port’s offer to purchase an Owner Occupied Restrictive Covenant and Option on the property or the Port’s offer to buy the property, but not both offers. Upon the Port’s purchase of an Owner Occupied Restrictive Covenant and Option on an Owner Occupied Property, the Port shall promptly record the Owner Occupied Restrictive Covenant and Option in the real property records of Nueces County. The sellers of an Owner Occupied Restrictive Covenant and Option will not be provided relocation benefits.

The Port is solely responsible for the costs of the Voluntary Restrictive Covenant Program. There is no financial cap on expenditures under this program.

Notwithstanding anything to the contrary contained in the Voluntary Restrictive Covenant Program, if the Eligible Homeowners accept the Port’s offer to buy an Owner Occupied Restrictive Covenant and Option on their Owner Occupied Property, the Port may assign its contractual obligation to purchase the Owner Occupied Restrictive Covenant and/or Option to a third party of the Port’s choosing. If in such case, however, the third party fails to purchase the restrictive covenant or the Option, the Port will be obligated to do so.

*Deadline to Accept Detailed Offer.* If the Port prepares a detailed offer under any of the programs described above, the Person will have 60 days to accept the offer.

*Transfer of Title.* Under the Neighborhood Acquisition Plan and Voluntary Restrictive Covenant Program, at the closing of a sale of Neighborhood Property the Port will pay the reasonable expenses the Owner of the property necessarily incurred for recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property. At the Port's expense, the Owner of the property shall participate in all good faith efforts to provide the Port good and marketable title. The Port may elect to accept the conveyance after resolving title issues or may accept the conveyance subject to conditions. At the closing all liens will be deducted from the payment made to Owner.

*Responsibility for Programs in the Two Party Agreement.* The Port accepts responsibility to carry out the Neighborhood Acquisition Plan, the Relocation Program, and the Voluntary Restrictive Covenant Program, as described in the Two Party Agreement. If TxDOT notifies the Port that the Port's work as described in this Exhibit C does not adequately satisfy the requirements of the Two Party Agreement, the Port agrees to carry out whatever additional work is needed.

*Compliance with Record Keeping and Reporting Requirements Under Section 5 of the Agreement.* In compliance with the requirements of Section 5, the Port will submit to TxDOT quarterly reports. Written progress reports will contain, but are not limited to, information on appraisals performed on specific properties pursuant to this Agreement, specific property purchases offered and accepted, relocation assistance provided and to whom, restrictive covenants purchased and from whom, title work performed, and other services related to the relocation of Neighborhood residents occurring during that reporting period.

*Port Purposes.* The Neighborhood Acquisition Plan and the Relocation Program are two elements of TxDOT's agreed upon Title VI mitigation actions for the Project, and the Port has agreed to assume responsibility for implementing the Neighborhood Acquisition Plan and the Relocation Program to ensure construction of the Project, which will eliminate the potential for a catastrophic collapse of the existing bridge and will provide 205 feet of navigational clearance to accommodate larger vessels entering the Port's Inner Harbor. The Port, by action of its Port Commission, hereby finds and determines that the Neighborhood Property is accessible to the Corpus Christi Ship Channel and the Inner Harbor District of the Port of Corpus Christi and that acquisition of the Neighborhood Property pursuant to the Neighborhood Acquisition Plan and the Relocation Program, and the Voluntary Restrictive Covenant Program, is necessary for the continued development of the Port of Corpus Christi and its waterways and will aid

in the development of navigation-related industries and businesses on the Port's property (collectively, "Port Purposes").

*Community Advisory Board.* A representative of the Port will attend TxDOT's quarterly meetings of the Community Advisory Board described in the Two Party Agreement.

## Exhibit D – City of Corpus Christi

City support of Project, Neighborhood Acquisition Plan, Voluntary Restrictive Covenant Program. The City fully supports the Project and the Port's acquisition of property in the Neighborhood pursuant to the Neighborhood Acquisition Plan and Voluntary Restrictive Covenant Program, and agrees that the Acquired Property may be used for Port Purposes.

The City acknowledges and agrees that the representations and agreements made by the City in this Exhibit D have been made as a material inducement to the Port to enter into this Agreement, that the Port is relying on the City's representations and agreements, and that the Port would not have entered into this Agreement without the City's representations and agreements.

*Use of eminent domain in a manner that is beneficial to Neighborhood residents.* The City understands that the Port's use of eminent domain may be necessary to enable some sellers who have non-resident partial interest Owners to provide good and complete title to the Port and thereby participate in the Neighborhood Acquisition Plan. Also, Texas law assists residents by providing increased eligibility for relocation assistance if their properties are purchased by an entity with eminent domain authority, and the City desires to assist participants in the Neighborhood Acquisition Plan in their desire to receive relocation benefits. Therefore, pursuant to Texas Water Code §62.106(d), the City hereby consents to the Port's use of eminent domain authority in the acquisition of property in the Neighborhood. The City understands that, during the Effective Period, the Port will only use eminent domain when requested by the Owner or purported Owner of a property interest in the property being sold to the Port pursuant to the Neighborhood Acquisition Plan. As between the Port and the City only, this consent will survive the suspension or termination of this Agreement.

*Transfer of weedy lot liens, paving liens, and demolition liens.* For any property that the Port purchases under the Neighborhood Acquisition Plan and agrees to maintain pursuant to agreement between the City and Port, the City agrees to permanently transfer to the Port its rights to its Weedy Lot Liens, Paving Liens, and Demolition Liens on the basis of a City determination that the value of such obligations approximates or exceeds the value of the lien rights. The transfer of such rights will effectively constitute a release of such liens in favor of the Port, giving the Port additional flexibility in negotiating the purchase of property under the Neighborhood Acquisition Plan.

*Maintenance of T.C. Ayers Park and Williams Memorial Park (Parks).* To satisfy the requirements specified in the Two Party Agreement, the City will maintain the Parks for 24 months from the Effective Date.

*Assistance to citizens – liaison for existing city housing programs.* Subject to program continuation, the City of Corpus Christi will make available to eligible Neighborhood residents several existing City housing programs (the “City Housing Programs”):

- (1) CDBG Minor Home Repair Program;
- (2) CDBG Single Family Rehabilitation Program;
- (3) CDBG Appliance Replacement Program;
- (4) HOME Investment Partnerships Homebuyer Assistance; and
- (5) HOME Investment Partnerships Rehabilitation Program for Veterans

These housing programs are currently undersubscribed, but are subject to funds availability and their continuation in years after the current fiscal year are subject to annual funding appropriations from the City and federal agencies. The City will designate a city employee who will act as a liaison to Neighborhood residents, and facilitate access to services under the City Housing Programs. Applicants will need to meet federal requirements and other qualification criteria (for example, income limits) to access these programs. Housing programs may be continued or terminated in future years.

*Assistance to citizens – liaison for providing information to eligible residents who are assessing whether to participate in the Neighborhood Acquisition Plan or Voluntary Restrictive Covenant Program.* For any residential property that is eligible for the Neighborhood Acquisition Plan or the Voluntary Restrictive Covenant Program, the City will provide a liaison to provide information as each owner evaluates whether to participate. At no time will the liaison be making decisions for or on behalf of any person interested in participating.

*Appointment of liaison.* The City will designate one or more of its employees to carry out the responsibilities of the liaison as described below and as described under the heading “City Liaison and Liaison Program Details” in this Exhibit D. The City will initiate the Liaison Program no later than 60 days from the Effective Date of this Agreement and program will be in effect for a 48 month period following initiation. The City will designate at least one employee who will act as the liaison to carry out the duties under the Agreement (the “Liaison”). The City will give the contact information for the Liaison to each household in the Neighborhood.

The City will authorize the Liaison to facilitate and refer applicants to the following services that are currently provided by third Parties\*:

1. Homeowner counseling offered by local banks. This type of counseling is often required for down payment assistance and other public and private grants. It can be made available to all of the affected homeowner residents.
2. \*Privately Owned Apartments. It has been estimated by apartment developers that apartment developers will be able to provide the needed new multifamily

units for the designated low-income groups over the next two years utilizing a combination of incentives from the Federal Home Loan Bank Board and low income housing tax credits through the Texas Department of Housing and Community Affairs. Although advance commitments for this type of funding cannot be obtained, the City has a strong track record in obtaining competitive awards of low-income housing tax credits for projects each year, and local banks have made arrangements with the Federal Home Loan Bank Board for technical assistance in securing competitive awards through its programs. Federal fair housing laws would prohibit the restriction of any such developments only to persons from the Northside neighborhoods, but adequate capacity should be available to meet the needs of all Northside residents interested in relocating to new apartments in other areas.

3. \*Affordable housing programs provided by developers in different parts of the City that will provide new housing options available for purchase.
4. \*Banks offering low down-payment mortgage products, including loans that require as little as a \$500 down payment. As an example of a local bank program, BBVA Compass Bank has indicated that it has a low-interest loan program that pays most closing costs and only requires a \$500 down payment. BBVA has stated that credit scores as low as 620 are currently acceptable.
5. \*Homeownership counseling through nonprofit agencies, including, but not limited to, Catholic Charities, Texas State Affordable Housing Corporation, TexasVeterans.com, and GreenPath.
6. \*Local landlords.
7. The Corpus Christi Housing Authority. Additionally, the City will declare its support for the Neighborhood Acquisition Plan described in Exhibit C. This support is expected to enable the Corpus Christi Housing Authority to provide a preference for residents who have been displaced under the Plan.

\*The City has not conducted an investigation to verify or guarantee statements made by third parties or the present or future availability of services provided by third parties. The City will not provide the services identified as being provided or facilitated by any entity other than the City.

*Compliance with Record Keeping and Reporting Requirements Under Section 5 of the Agreement.* In compliance with the requirements of Section 5, the City will submit to TxDOT quarterly reports. Written progress reports will contain, but are not limited to, a summary of all activities related to the performance of the Liaison's duties for that reporting period, as described in this Exhibit D.

*Assemblage of tracts for Port Purposes.* The City desires to encourage the assemblage of property for Port Purposes pursuant to the Neighborhood Acquisition Plan through

the strategic abandonment of rights of way that maintains the efficient contiguity of travel in and through the Neighborhood. Accordingly, the City acknowledges that the City Council may exercise its powers under Section 1(a)(11) of Article X of the City's Charter to close or alter the public streets, alleys, or other public ways within its jurisdiction in pursuit of said objective. The City acknowledges and agrees that where streets, alleys or other public ways abut Acquired Property, in order to facilitate the Port's use of the Acquired Property for Port Purposes, the closure or alteration of those streets, alleys, or ways may become necessary.

The City agrees that for purposes of closing or altering streets, alleys or other public ways pursuant to the Neighborhood Acquisition Plan, including a closure or alteration under Section 49-12 of the City's Code of Ordinances pursuant to such Plan, the City, by action of its City Council, may find that:

- (i) a request or petition by the Port to have the City Council close a street, alley or other public way abutting Acquired Property is considered by the City Council to be a request or petition jointly and severally initiated by the City and the Port;
- (ii) such closure or alteration is considered to be required for the proper completion of the Harbor Bridge, which is a public improvement project; and
- (iii) no further payment is required of the Port to acquire the part of the City's rights in a street, alley or other public way that the City chooses to abandon, close or alter.

The City maintains the discretion to abandon, close, alter, or retain a street, alley or other public way in response to a request or petition in a manner that maintains the efficient contiguity of travel in and through the Neighborhood.

Notwithstanding any other provision of this Agreement, if the City closes any streets (or other public ways) in the Neighborhood (or portions thereof) at the request of the Port, the City, by action of its City Council, hereby finds the Port will not be required to pay any additional amounts to the City for the property it acquires in connection with these street closures.

*Community Advisory Board.* The City's Liaison will attend TxDOT's quarterly meetings of the Community Advisory Board described in the Two Party Agreement.



## City's Liaison and Liaison Program Details

### I. Scope

The Liaison will provide proactive informational assistance to interested persons who are assessing whether to participate in the Acquisition Program, the Relocation Program, and the Covenant Program. For any Owner or Tenant, the Liaison will provide information to those individuals who indicate a desire for such assistance in relation to the provisions of this Agreement.

### II. Guiding principles of the Liaison Program

The essence of effective practice of the Liaison will be determined and set by guiding principles, including:

- Facilitate the provision of sufficient information to interested persons to reduce otherwise-existing denials of or delays in the provision of benefits.
- Avoid or minimize a situation where an interested person leaves an information session without the Liaison having provided a clear path for the interested person to be capable of understanding eligibility for one or more benefits.
- Avoid or minimize a situation where an interested person leaves an information session without the Liaison having identified a methodology for determining eligibility for benefits for which the interested person qualifies or the steps for how they could determine such qualification.
- Facilitate the full and fair application of every potential program element with the goal of enabling interested persons to have the capability to access the maximum level of program benefits.
- Ensure that language translation and interpreter services are available for all Limited English Proficiency (LEP) persons, in accordance with Executive Order 13166 and TxDOT's Language Assistance Plan.<sup>1</sup>

### III. Liaison program goals

The goals of the Liaison program are:

- to provide information and assistance to try to ensure that each interested person is appropriately knowledgeable about the benefits and options available to them;
- to facilitate each interested person's evaluation of and application for the benefits for which they are eligible;

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<sup>1</sup> <http://ftp.dot.state.tx.us/pub/txdot-info/ocr/language-assistance-plan.pdf>.

- to coordinate with any third party public or private entities with whom TxDOT has an agreement pursuant to this Agreement.

#### **IV. Liaison position minimum qualifications**

The City will ensure the Liaison has the following minimum qualifications:

- Training: the Liaison will be properly trained in the knowledge and skills to adequately provide assistance to interested persons pursuant to this Agreement.
- Maturity and Experience: the Liaison will have the maturity, experience, and negotiation skills necessary to work with the affected community.
- Bilingual: the Liaison services will either be fluent in English and Spanish or be able to provide easy access to an individual or individuals who are fluent in English and Spanish.

#### **V. Liaison Support**

The City will provide, or cause to be provided, support to the Liaison as necessary for the successful performance of the Liaison's duties.

#### **VI. Field Office and Equipment**

The City will ensure the Liaison has an office facility within the Hillcrest/Washington-Coles Neighborhoods or within 1000 feet thereof, which will serve as a Field Office to facilitate providing assistance effectively and efficiently to interested persons. The Field Office will be in a safe location and of a size sufficient to hold small (5-10 person) meetings. In addition, the City will ensure the Liaison has a laptop computer with specifications sufficient to carry out their duties, as well as a compatible printer and miscellaneous office supplies.

#### **VII. Primary program duties of the Liaison**

The Liaison's primary duties will be to:

1. Prepare and execute an early and continuing Coordination Plan. The Liaison will be responsible for developing and executing a Plan for early and continuing coordination and interaction with interested persons, Owners, Tenants, Acquisition Program participants, Voluntary Restrictive Covenant Program participants, and TxDOT, the Port, and the Housing Authority.
2. Develop and maintain database. The Liaison will maintain a database on each interested person and Owner, where they are in the process, and what next steps have been identified and communicated to the person. The Database will

be updated on a daily or weekly basis. The Database will include all of the Liaison's correspondence with interested persons and Owners, project participants, and appropriate contacts with the City, the Texas Department of Transportation, the Port of Corpus Christi Authority, the Corpus Christi Housing Authority, the relocation assistance firm contracted by the Port of Corpus Christi Authority, and other community contacts.

3. Limited English Proficiency (LEP) plan. The Liaison will prepare a Limited English Proficiency (LEP) Plan describing the policies, services, and information that the Liaison will take to ensure that LEP persons have meaningful access to the programs, benefits, assistance, and information.
4. Performance report. The Liaison will provide TxDOT or its designee with a quarterly progress report. In addition, the Liaison will assist TxDOT with any reporting pursuant to Section 5 of this Agreement.
5. Request for increased support or resources/scalability potential. If, any time during the Term of this Agreement, if the Liaison determines that more support or resources may be needed, the Liaison may provide TxDOT and the City with the Liaison's recommended program changes, accompanied by the appropriate written justifications and supporting performance and other data.
6. The Liaison will be responsible for providing for the interview of each eligible interested person to determine said interested person's needs, evaluate their eligibility for each program, explain how their participation in the Programs described herein would work, and how available benefits would assist them in the process.
7. The Liaison will listen to each interested person's explanation of personal issues to provide the Liaison with a better understanding of what that person needs.
8. The Liaison will make phone calls to the relevant agencies and third party entities as needed, in order to inquire about matters to determine eligibility, schedule appropriate meetings, and determine what materials will be required of the interested person in order to access services.
2. The Liaison will also facilitate an interested person in accessing other forms of assistance that can be provided to maximize the interested person's benefits or help lessen the process burdens on an interested person in participating in the Programs described herein. This assistance may include referral to other

appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance.

## **Exhibit E – Texas Department of Transportation**

*Purchase of property.* For purposes of right of way, and for a lay-down area during the construction period for the Project, TxDOT will purchase from the Corpus Christi Housing Authority the property known as D. N. Leathers I and D. N. Leathers II (approximately 26.75 acres). However, TxDOT's obligation to purchase is contingent on the Housing Authority offering the property at an agreed upon market value, the closing of the purchase occurring no later than January 15, 2017, and the property being free of structures. (Some of the D.N. Leathers II property has previously been designated as planned for acquisition for right of way; TxDOT may acquire such portion of the property by separate purchase or by condemnation.)

## **Exhibit F - Corpus Christi Housing Authority**

*Housing preference for participants in the Neighborhood Acquisition Plan.* If the Port designates a person as having been “Displaced by Government Action” as described below, the Housing Authority will accept that designation. This applies to any Eligible Homeowner or Tenant of an Owner Occupied Property, or Tenant of a Residential Rental Property, that is the subject of a sale to the Port under the Neighborhood Acquisition Plan described in Exhibit C. The Port will provide documentation showing the persons who were the subject of a purchase under the Plan, and therefore properly designated as “Displaced by Government Action.”

The designation means the Housing Authority will provide its highest preference which will place those displaced residents at the top of the Housing Authority’s waiting list. The Housing Authority typically houses as many as 400 new families per year into public housing units.

- Residents in the Public Housing Program pay 30% of their income as rent
- Assistance is available for residents earning up to 80% of area median income.
- Applicants must meet and comply with program requirements as described in the Housing Authority’s Admissions and Continued Occupancy Plan

*Closing of D.N. Leathers I, relocation of tenants, demolition, and sale.* The Housing Authority owns Leathers I, which is a 122-unit public housing complex that is adjacent to the Hillcrest neighborhood. As described below, the Housing Authority has for several years planned to Close Leathers I, relocate the tenants, demolish the structures, and sell the property. Within 60 days of the Effective Date, the Housing Authority will apply for the approval of the United States Department of Housing and Urban Development (“HUD”) to relocate residents, demolish the structures, and dispose of the property under HUD’s public housing demolition and disposition procedures. The Housing Authority will seek expedited processing, consideration, and approval.

The Board of Commissioners of the Housing Authority established a general plan to relocate the tenants of Leathers I to a new facility, with the first step being the submission of an application to HUD seeking approval for a Rental Assistance Demonstration (“RAD”) program to convert the Housing Authority’s entire public housing portfolio so that the Housing Authority may leverage the private capital markets to make capital improvements. The Board of Commissioners authorized the RAD application on November 11, 2013, the Housing Authority submitted the application on December 19, 2013, and HUD approved the application on March 27, 2015.

HUD's demolition and disposition procedures require the Housing Authority to provide a relocation plan for, and to provide rehabilitation transfers to, the residents of Leathers I.

The relocation plan must include:

- The Housing Authority will relocate the tenants no later than December 31, 2016.
- When the Housing Authority establishes a new facility to replace D.N. Leathers I in a new location outside of the Hillcrest area but within the City of Corpus Christi, all the residents of D.N. Leathers I will be offered priority placement in the new property, as approved by HUD.
- Relocation of residents on a nondiscriminatory basis, and relocation resources. The Housing Authority must offer each family displaced by demolition or disposition comparable housing that meets housing quality standards and uniform physical condition standards, and that is located in an area that is generally not less desirable than the location of the displaced persons. The housing must be offered on a nondiscriminatory basis, without regard to race, color, religion, creed, national origin, handicap, age, familial status, or gender, in compliance with applicable Federal and state laws. For persons with disabilities displaced from a unit with reasonable accommodations, comparable housing should include similar accommodations. Housing options shall include:
  - Occupancy in a public housing unit operated or assisted by the Housing Authority at a rental rate paid by the family that is comparable to the rental rate applicable to the unit from which the family is vacated; or
  - Tenant Protection Voucher, if such vouchers are issued by HUD, except that such assistance will not be considered "comparable housing" until the family is actually relocated into such housing.
- Certain provision for in-place tenants.

The Housing Authority may not complete disposition of a building until all tenants residing in the building are relocated, and must:

  - notify each family residing in the development of the proposed demolition and disposition 90 days prior to the displacement date, except in cases of imminent threat to health and safety. The notification must include a statement that:
    - The development or portion of the development will be demolished and disposed of;
    - The demolition of the building in which the family resides will not commence until each resident of the building has been relocated;

- Each family displaced by such action will be provided comparable housing, which may include housing with reasonable accommodations for disability.
  - provide for the payment of the actual and reasonable relocation expenses of each resident to be displaced, including residents requiring reasonable accommodations because of disabilities;
  - ensure that each displaced resident is offered comparable replacement housing;
  - provide any necessary counseling for residents that are displaced.
- Right of return.
    - Displaced residents will not have the opportunity to return to Leathers I since the property will be demolished. However, displaced families will be offered the opportunity to relocate to a new property once it is completed.
- Additional plan requirements.
    - The number of individual residents to be displaced;
    - The type of counseling and advisory services the Housing Authority will provide;
    - What housing resources are expected to be available to provide housing for displaced residents; and
    - An estimate of the costs for counseling and advisory services and resident moving expenses, and the expected source for payment of these costs.

*Closing of D.N. Leathers I, relocation of tenants.* Notwithstanding any other provisions of this exhibit and contingent upon HUD approval of demolition and disposition and upon an agreement with TxDOT to purchase the D.N. Leathers I property, the Housing Authority will ensure the tenants who on January 1, 2016 are housed at the D. N. Leathers I property are offered relocation assistance and benefits pursuant to the program requirements of the United States Department of Housing and Urban Development (HUD), and that such benefits are provided to any tenants who accept the offer. Housing options shall include:

- Occupancy in a public housing unit operated or assisted by the Housing Authority at a rental rate paid by the family that is comparable to the rental rate applicable to the unit from which the family is vacated; or
- Tenant Protection Voucher, if such vouchers are issued by HUD, except that such assistance will not be considered “comparable housing” until the family is actually relocated into such housing.

If for any reason such benefits are not offered to the tenants, or were offered and housing with a Tenant Protection Voucher and occupancy in a public housing unit was not available, the Housing Authority shall relocate the tenants and offer relocation assistance and benefits pursuant to the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-F. (A tenant claiming that housing under HUD's Tenant Protection Voucher program or the Public Housing Program is not available in the City of Corpus Christi must show they have made good faith efforts to obtain such housing.) The Housing Authority will initiate assistance no later than December 31, 2016.

*Sale of D.N. Leathers II.* The Housing Authority owns the property on which Leathers II was formerly located, which was a public housing complex adjacent to the Hillcrest neighborhood. The buildings at Leathers II have been demolished. The property remains subject to HUD regulation and oversight regarding property uses and disposition.

Within 60 days of the Effective Date, the Housing Authority will apply to HUD for expedited processing, consideration, and approval to sell the property to TxDOT under HUD's Public Housing Demolition and Disposition regulations.

*Compliance with Record Keeping and Reporting Requirements Under Section 5 of the Agreement.* In compliance with the requirements of Section 5, the Housing Authority will submit to TxDOT quarterly reports. Written progress reports will contain, but are not limited to, a summary of all activities related to the relocation of tenants currently housed in D.N. Leathers I, including progress related to the identification of alternative locations for new public housing and for tenants.

*Community Advisory Board.* A representative of the Housing Authority will attend TxDOT's quarterly meetings of the Community Advisory Board described in the Two Party Agreement.

**Attachment No. 1**

Map Showing the “Neighborhood”

Eligible for the Neighborhood Acquisition Plan  
and the Voluntary Restrictive Covenant Program