

## FINANCIAL GUARANTEE FOR IMPROVEMENTS AGREEMENT

1. **Parties.** This Financial Guarantee for Improvements Agreement is made by and among the County, the Seller and the Buyer. The County is Nueces County, Texas. The Seller is Maria C. Martinez, who is the owner of a tract of land located within the geographic area and jurisdiction of the County. The Buyer is Daniel and Sara C. Hanus, who are purchasing such tract of land.

2. **Effective Date.** This Agreement is effective as of the date of final execution below.

**Property.** This Agreement pertains to that tract of land known as Lot 5, Block 3, Santa Maria Acres, a subdivision in Nueces County, Texas, as provided by the map or plat thereof recorded in Volume 62, Page 192, Map Records of Nueces County, Texas (the "Property").

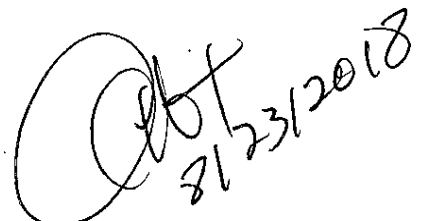
3. **Water and Sewer Improvements Required.** As a condition for the sale of the above Property, the Seller has agreed to provide for the installation a 500 gallons per day septic tank system, a water well to a depth of 350 feet, and a water treatment system to improve the quality of the water in the manner required under 30 TAC Section 290.103, 290.105, 290.106 and 290.110. Copies of the cost estimates for such improvements, water quality tests, and proposals from two different vendors for water treatment systems have been provided to Buyer.

4. **Buyer Not Ready to Construct Improvements.** Buyer is not ready to commence the construction of improvements on the Property; therefore, it is impractical, and not desirable for the Buyer, for the Seller to construct the required water and sewer improvements on the Property prior to Buyer's closing the purchase of the Property. Buyer and Seller agree to this provision of financial assurance by Seller as the alternative to Seller's construction of the required water and sewer improvements on the Property, and Buyer accepts such assurance in satisfaction of such obligations.

5. **Cash Deposit by Seller.** Seller hereby makes a cash deposit with the County in the amount of TWENTY THOUSAND ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$20,180.00) to pay for the costs of the required water and sewer improvements as specified above. Such amount is deposited as financial assurance that the required improvements as specified above will be completed.

6. **Completion of Required Improvements.** All improvements shall be constructed in conformity with applicable laws and regulations. Upon the completion of the required improvements by Buyer, Buyer shall submit to the County the invoices showing that the improvements have been completed including required permits and approvals and the amount of the cash deposit shall be released to Buyer. In the event that Buyer has completed all of the required improvements, and any funds remain in the cash deposit, such remaining amount shall be released to Buyer.

7. **No Obligation of County.** The County shall have no obligation to complete any of the required improvements or provide any additional funds for the completion of such

A handwritten signature in black ink, appearing to be 'D. Hanus', is written over the date '8/23/2018'. The signature is enclosed in a large, hand-drawn circle.

improvements. Each of Seller and Buyer release the County of any obligations for performance under this Agreement other than disbursing the cash deposit in the manner provided above.

8. **Assignment.** None of the rights or obligations of the parties under this Agreement are assignable without the consent of the County. In the event that Buyer desires to sell the Property prior to completing the required water and wastewater improvements, Buyer shall submit a written request to the County for approval of such assignment and recognition of the new purchaser of the Property as the beneficiary of this Agreement.

9. **Notices.** Any notice required or permitted by this Agreement shall be effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested and addressed as follows:

If to the County: County Judge  
Nueces County Courthouse  
901 Leopard Street, Room 303  
Corpus Christi, Texas 78401

If to the Buyer: Daniel and Sara C. Hanus\_\_\_\_  
406 Hazeltine Drive\_\_\_\_\_  
Portland, TX 78374\_\_\_\_\_

If to the Seller: Maria C. Martinez  
4502 Marie Street  
Corpus Christi, Texas 78411

The parties may from time to time change their respective addresses listed above to any other address in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Section.

10. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by any party to this Agreement will be deemed to be proper only if such action is commenced in District Court for Nueces County, Texas. The Seller and Buyer expressly waive any right to bring such an action in or to remove such an action to any other court, whether state or federal.

11. **Captions Immaterial.** The numbering, order, and captions or headings of the sections of this Agreement are for convenience only and shall not be considered in construing this Agreement.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

13. **Binding Agreement.** The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the County. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the Effective Date.

EXECUTED by the parties to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

NUECES COUNTY

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


Name: Samuel L. Neal, Jr.

Title: Nueces County Judge

SELLER

  
\_\_\_\_\_  
Maria C. Martinez

BUYER(S)

  
\_\_\_\_\_  
Daniel Hanus

  
\_\_\_\_\_  
Sara C. Hanus

Third Coast Septic  
P. O. Box 840  
Orange Grove, TX 78372

# Estimate

Date	Estimate #
4/25/2016	E2016-015

Name / Address
Nelda Martinez nelda@neldamartinez.com

Project

Description	Qty	Rate	Total
500 GPD AEROBIC TREATMENT UNIT (SINGLE FAMILY HOME) MAXIMUM LIVING: FOUR BEDROOMS AND LESS THAN 3,500 SQUARE FEET MAXIMUM USAGE RATE: 300 GPD Installer II - OS0029539	1	6,850.00	6,850.00
Engineered Design (INCLUDED) RS # 4617	1	0.00	0.00
OSSF Site Evaluation (INCLUDED) Site Evaluator - OS0030570	1	0.00	0.00
Residential Maintenance Contract - 2 YR (INCLUDED) Maintenance Provider - MP0001860 Maintenance Technician - MT0001043	1	0.00	0.00
Corpus Christi Enviro Permit - Residential/Commercial		200.00	200.00
County Affidavit Recording Fee		30.00	30.00
Owner's Responsibilities:		0.00	0.00
1. Locate underground utilities 800.245.4545			
Add'l Notes:		0.00	0.00
1. Excess dirt to be piled in immediate work area			
2. No add'l plumbing/electrical work included			
3. Not responsible for future ground settling			
Payment:		0.00	0.00
1. \$1,500 non-refundable deposit; remainder due upon completion (\$5,580.00)			
Estimate valid for ninety (90) days.		<b>Total</b>	<b>\$7,080.00</b>

Signature \_\_\_\_\_

**Proposal**

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**B. T. SIKES  
WATER WELLS, INC.**  
5030 FM 666  
MATHIS, TEXAS 78368  
Phone (361) 547-2604

PROPOSAL SUBMITTED TO <b>Nelda Martinez</b>		PHONE <b>361-779-7938</b>	DATE <b>April 25, 2016</b>
STREET <b>330 Cole St.</b>		JOB NAME	
CITY, STATE AND ZIP CODE <b>Corpus Christi, TX 78404</b>		JOB LOCATION <b>Santa Maria Estates</b>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

**We propose** hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:  
**Seventy-six hundred**

**7600.00**

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

**Upon completion of water well,  
prior to pump installation.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be assessed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, lockouts or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature *Randy Sikes*  
Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

We hereby submit specifications and estimates for: **350' Depth..more or less:**

**350' Depth of water well. Drilling, 4" pvc sch.40 Jet Stream casing  
Factory .012" gauge 4" screens  
Cementing to state specifications.**

**1hp. Goulds stainless steel submersible pump system complete  
(5 year warranty on pump & motor) installed w/44 gallon  
WX-trol 250 Captive Air pressure tank (7 year warranty on tank)**

**-\$7600.00**

**\*One year warranty on all electrical parts and labor...**

**\*Nothing leading away from well site such as plumbing  
of water & electric lines.**

**\*Will connect pump system to 20amp double pole breaker  
w/breaker box which customer provides and installs. Customer  
provides electric wire & buries.**

Regulated By:  
Texas Dept. of Licensing and Regulation  
P.O. Box 12157  
Austin, TX 78711  
1 (800) 803-8202

**TERMS OF SALE:** All accounts are due and payable on the tenth of the month following date of purchase at the office of B.T. Sikes Water Wells, Inc., 5030 FM 666, Mathis, Texas 78368. All materials used on job sites will be repossessed if payments are not made according to terms.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_