#### WATER ARTERIAL TRANSMISSION AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT

STATE OF TEXAS §

§

COUNTY OF NUECES §

This Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and **MPM Development, LP** ("Developer/Owner"), a Texas Limited Liability Corporation.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on September 20, 2023 to develop a tract of land, to wit: approximately 27.31 acres known as King' Landing Unit 5 Subdivision located north of the Lady Alexa Dr. and Lady Claudia St. intersection as shown in the attached Exhibit 1, the content of such exhibit being incorporated by reference into this Agreement;

**WHEREAS**, under the UDC, the Developer/Owner is responsible for construction of the Arterial Transmission and Grid main extension ("Water Improvements");

**WHEREAS**, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Water Improvements;

**WHEREAS**, it is in the best interests of the City to have the Water Improvements be constructed to its ultimate capacity under the City's applicable Master Plan;

**WHEREAS**, Section 8.5.1.C. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Arterial Transmission and Grid Main Line Trust Fund and are appropriated by the City Council; and

**WHEREAS**, Developer/Owner has submitted an application for reimbursement of the costs of extending Water Improvements\_as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

**WHEREAS**, the Water Arterial Transmission and Grid Main Trust Fund does not currently have sufficient funds to fully reimburse Developer/Owner for Water Improvements; and

**WHEREAS,** Developer/Owner may be paid when assets of the Water Arterial Transmission and Grid Main Trust Fund are sufficient, authorized for such purpose, and Developer/Owner has priority per UDC §8.5.1. C.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

#### 1. TRUSTEE LIABILITY.

a. The City is executing this agreement as trustee of the Water Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing

water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

b. The Water Arterial Transmission and Grid Main Trust Fund was established by Ordinance No. 17092 to encouraging the orderly development of subdivisions within and surrounding the City of Corpus Christi, Texas and continues pursuant Texas Local Government Code §395.001(4)(C). The revenue generated for funding and continuation of the Water Arterial Transmission and Grid Main Trust Fund is subject to legislation of the State of Texas and the City of Corpus Christi. Nothing in this agreement guarantees neither the continuation nor future revenues of the Water Arterial Transmission and Grid Main Trust Fund. The City is not liable for modification or termination of the Water Arterial Transmission and Grid Main Trust Fund. The Developer/Owner agrees that any modification or termination of the Water Arterial Transmission and Grid Main Trust Fund is a legislative action and does not constitute a breach of trust, an act of bad faith, an intentional or reckless indifference to the interest of a beneficiary, or a profit derived by the trustee from a breach of trust.

#### 2. PLANS AND SPECIFICATIONS

a. Developer/Owner shall contract with a professional engineer licensed in the State of Texas and acceptable to the City's Development Services Engineer to prepare plans and specifications for the Water Improvements, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

	WATER ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT
1	12" PVC PIPE	718	LF	\$112.00	\$80,416.00
2	12" CAP TAPPED FOR 2"	1	EA	\$1,000.00	\$1,000.00
3	12" TEE	4	EA	\$1,800.00	\$7,200.00
4	12" GATE VALVE W/BOX	2	EA	\$5,300.00	\$10,600.00
5	12" CROSS	2	EA	\$2,500.00	\$5,000.00
6	FIRE HYDRANT ASSEMBLY	2	EA	\$8,800.00	\$17,600.00
7	6" 90" EL	2	EA	\$800.00	\$1,600.00
8	6" DIA X 30" PVC PIPE NIPPLE	6	EA	\$775.00	\$4,650.00
9	6" GATE VALVE W/BOX	2	EA	\$2,000.00	\$4,000.00
				SUBTOTAL	\$132,066.00
			7% CON	ITINGENCIES	\$9,244.62
	11% ENGINEERI	NG, SI	JRVEYIN	G & TESTING	\$14,527.26
			·	SUBTOTAL	\$155,837.88
		L	ESS WA	TER LOT FEE	\$ 24,003.98
	ТОТА	L AMO	UNT <b>REI</b>	MBURSABLE	\$131,833.90

- b. The plan must be in compliance with the City's master plans.
- c. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.
- d. Before the Developer/Owner starts construction the plans and specifications must be approved by the City's Development Services Engineer.

#### 3. REIMBURSEMENT

- a. The cost for the Water Improvements less \$24,003.98 lot/acreage fee credit is \$131,833.90. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Water Improvements up to an amount not to exceed \$131,833.90 as shown in the attached Exhibit 4, the contents of such exhibit being incorporated by reference into this Agreement.
- b. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund per the UDC, this agreement, and the appropriation of funds, the City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30-days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. Cost-supporting documentation to be submitted shall include:
  - 1. Summary of Costs and Work Performed on form provided by the Development Services Department,
  - 2. Contractor and professional services invoices detailing work performed,
  - 3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.
- d. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- e. The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.
- f. In the event that this Agreement is terminated by the City at a time when there has been a partial completion and partial payment for the improvements, then the City shall only reimburse Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and

accepted by the City up to the time that there is an uncured default by the Developer/Owner.

#### 4. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT.

- a. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Water Arterial Transmission and Grid Main Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and Developer/Owner has priority per UDC §8.5.1. Pursuant UDC §8.5.1. C., priority is determined according to the date the reimbursement agreement is approved by the City Council.
- b. Payments will not be paid when funds are not available in the Water Arterial Transmission and Grid Main Trust Fund. Payments may be made when monies are available in and appropriated from the Water Arterial Transmission and Grid Main Trust Fund and the Developer/Owner has priority in accordance with UDC §8.5.1. C.
- c. If the developer is owed funds from the Water Arterial Transmission and Grid Main Trust Fund, the developer will be given credit for lot or acreage fees that are due on subsequent final plats filed with the County Clerk in accordance with UDC §8.5.1. C. The amounts credited will be deducted from the outstanding amounts owed to the developer by the Water Arterial Transmission and Grid Main Trust Fund until the total amount owed has been paid, provided that the lands being platted are within or contiguous to the boundaries of the preliminary plat of the originally developed property, the land will be served by the water line for which the credit was given, and an extension of the line was not required to serve the land.

#### 5. <u>DEVELOPER/OWNER TO COMPLETE IMPROVEMENTS</u>

Developer/Owner shall award a contract and complete the Water Improvements, under the approved plans and specifications within 24 months from the date of City Council approval of this agreement.

#### 6. NOTICES

- a. 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:
  - 1. If to the Developer/Owner:

MPM Development, LP P.O. Box 331308 Corpus Christi, Tx 78463

2. If to the City:

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

with a copy to:

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

- b. Notice may 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.
- c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

#### 7. REQUIRED CONSTRUCTION

Developer/Owner shall construct the Water Improvements in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

#### 8. <u>SITE IMPROVEMENTS</u>

Prior to the start of construction of the Water Improvements, Developer/Owner shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the Water Improvements. If any of the property needed for the Easements is owned by a third party and Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

#### 9. PLATTING FEES

Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC.

10. <u>TIME IS OF THE ESSENCE</u>. Time is of the essence in the performance of this contract.

#### 11. PROMPT AND GOOD FAITH ACTIONS

The parties shall act promptly and in good faith in performing their duties or obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.

#### 12. DEFAULT

The following events shall constitute default:

- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.
- b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.
- c. Developer/Owner fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Water Improvements under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Water Improvements, under the approved plans and specifications as provided in section 4 of this agreement.
- f. Either the City or Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

#### 13. NOTICE AND CURE

- a. 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 detail the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. 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.
- d. Should Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer/Owner, at the address stated in section 6, of the need to perform the obligation or duty, and should Developer/Owner 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 Developer/Owner by reducing the reimbursement amount due Developer/Owner.
- e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and cure period, the City has all its common law remedies and the City may:
  - 1. Terminate this Agreement after the required notice and opportunity to cure the default:
  - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or

- 3. Perform any obligation or duty of the Developer/Owner under this agreement and charge the cost of such performance to Developer/Owner. Developer/Owner shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer/Owner receives notice of the cost of performance. In the event that Developer/Owner pays the City under the preceding sentence, and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
- f. In the event of an uncured default by the City after the appropriate notice and cure period, the Developer/Owner has all its remedies at law or equity for such default.

#### 14. FORCE MAJEURE

- a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemic; 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.
- b. 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 ten (10) business 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.

#### 15. THIRD-PARTY BENEFICIARY

Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Water Improvements contracts for testing services, and with the contractor for the construction of the Water Improvements must provide that the City is a third-party beneficiary of each contract.

#### 16. PERFORMANCE AND PAYMENT BONDS

Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. If the Developer/Owner is not an obligor, then Developer/Owner shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

- (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- (2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

#### 17. DEDICATION OF WATER IMPROVEMENTS.

Upon completion of the construction, dedication of Water Improvements will be subject to City inspection and approval

#### 18. <u>WARRANTY</u>

Developer/Owner shall fully warranty the workmanship of and function of the Water Improvements and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

#### 19. INDEMNIFICATION

Developer/Owner covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") against any and all liability, damage, loss, claims, demands suits and causes of action of any nature whatsoever asserted against or recovered from city on account of injury or damage to person including, without limitation on the foregoing, workers compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the Developer/Owner's failure to comply with its obligations under this agreement or to provide city water service to the development, including injury, 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 manner connected with construction, installation, existence, operation, maintenance, repair, restoration, or removal of the public improvements associated with the development described above. including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of indemnitees, or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

This indemnity specifically includes all claims, damages, and liabilities of whatever nature, foreseen or unforeseen, under any hazardous substance laws, including but not limited to the following:

- (a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence. containment. use. manufacture. handling. creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under subparagraph shall include but shall not be limited to the fees charged by (i) attorneys, (ii) environmental consultants, (iii) engineers, (iv) surveyors, and (v) expert witnesses.
- (b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.

This indemnity shall survive the expiration or earlier termination of the agreement.

#### 20. ASSIGNMENT OF AGREEMENT

This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

#### 21. DISCLOSURE OF INTERESTS

Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interests form attached hereto as **Exhibit 5**.

#### 22. CERTIFICATE OF INTERESTED PARTIES.

Developer/Owner 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 <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> 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 <a href="https://www.ethics.state.tx.us/legal/ch46.html">https://www.ethics.state.tx.us/legal/ch46.html</a>.

#### 23. CONFLICT OF INTEREST.

Developer/Owner 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 <a href="http://www.cctexas.com/government/city-secretary/conflict-disclosure/index">http://www.cctexas.com/government/city-secretary/conflict-disclosure/index</a>

#### 24. AUTHORITY.

All signatories signing this Agreement warrant and guarantee that they have the authority to act on behalf of the entity represented and make this Agreement binding and enforceable by their signature.

#### 25. <u>EFFECTIVE DATE</u>

This Agreement shall be executed in one original, which shall be considered one instrument. \*This Agreement becomes effective and is binding upon, and inures to the benefit of the City and Developer/Owner from and after the date that all original copies have been executed by all signatories.

Remaino	er of page i	intentional	ly left blan	k; signatuı	re page to	follow.

EXECUTED IN ONE ORIGINAL this _	day of, 20
ATTEST:	CITY OF CORPUS CHRISTI
Rebecca Huerta City Secretary	Albert J. Raymond III, AIA, CBO Director of Development Services
APPROVED AS TO LEGAL FORM	:
Buck Brice (Date) Deputy City Attorney For City Attorney	

DEVELOPER/OWNER:					
MPM Development, LP P.O. Box 331308 Corpus Christi, Texas 78463					
By: Moses Mostaghasi General Partner					
STATE OF TEXAS	<i></i>				
COUNTY OF	_ §				
This instrument was acknown Moses Mostaghasi, General Par					_, by
		Notary Public	's Signature	<u> </u>	-

# **EXHIBIT 1**

STATE OF TEXAS §	
COUNTY OF NUECES §	
EMBRACED WITHIN THE BOUNDARIES OF TH	IFY THAT WE ARE THE OWNERS OF THE LAND E FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED
OR IF NOT PREVIOUSLY DEDICATED, ARE HI	S AS SHOWN HAVE BEEN HERETOFORE DEDICATED, EREBY DEDICATED TO THE PUBLIC USE FOREVER PURPOSES OF DESCRIPTION AND DEDICATION.
THIS THE DAY OF	, 20
	MOSSA MOSTAGHASI, GENERAL PARTNER
STATE OF TEXAS §	
COUNTY OF NUECES §	
THIS INSTRUMENT WAS ACKNOWLEDGED BEF PARTNER OF MPM DEVELOPMENT, LP.	FORE ME BY MOSSA MOSTAGHASI, GENERAL
THIS THE DAY OF	20
	NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
STATE OF TEXAS §	
COUNTY OF NUECES §	
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NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

### PLAT OF

### KING'S LANDING UNIT 5

A 27.311 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF A 293.041 ACRE TRACT, DOC.

NO. 2019035726, D.R. AND A PORTION OF A 130.570 ACRE TRACT, DOC. NO. 2019051482,

O.R., SAID 27.311 ACRE TRACT BEING A PORTION OF SURVEY 135 ABSTRACT 581, CERTIFICATE
29 AND SURVEY 139, ABSTRACT 577, CERTIFICATE 33, SAID SURVEYS NAMED CUADRILLA

IRRIGATION COMPANY, NUECES CO., TX

CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
TX SURVEY REG. NO 100027-00, TX ENGINEERING
REG. NO. F-52, 3054 S. ALAMEDA STREET,
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 07/07/23 COMP. NO.: PLAT-SH1 JOB NO.: 23007 SCALE: 1" = 50' PLOT SCALE: SAME SHEET 1 OF 3

#### LEGEND:

DE DRAINAGE EASEMENT

D.R. DEED RECORDS, NUECES CO., TX

M.R. MAP RECORDS, NUECES CO., TX

O.R. OFFICIAL RECORDS, NUECES CO., TX

UE UTILITY EASEMENT

STATE OF TEXAS \$
COUNTY OF NUECES \$

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS

BRIA A. WHITMIRE, P.E., CFM, CPM DEVELOPMENT SERVICES ENGINEER

DATE

STATE OF TEXAS 

COUNTY OF NUECES 

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

KAMRAN ZARGHOUNI AL RAYMOND, III, AIA

**SECRETARY** 

STATE OF TEXAS 

COUNTY OF NUECES 

I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY,

DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE \_\_\_\_\_\_

DAY OF\_\_\_\_\_\_\_, 20\_\_\_\_\_ WITH ITS CERTIFICATE OF

AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_\_\_\_ DAY

OF \_\_\_\_\_\_, 20\_\_\_\_\_ AT \_\_\_\_\_\_ O'CLOCK \_\_\_\_\_\_, M.,

AND DULY RECORDED THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_\_\_\_ AT

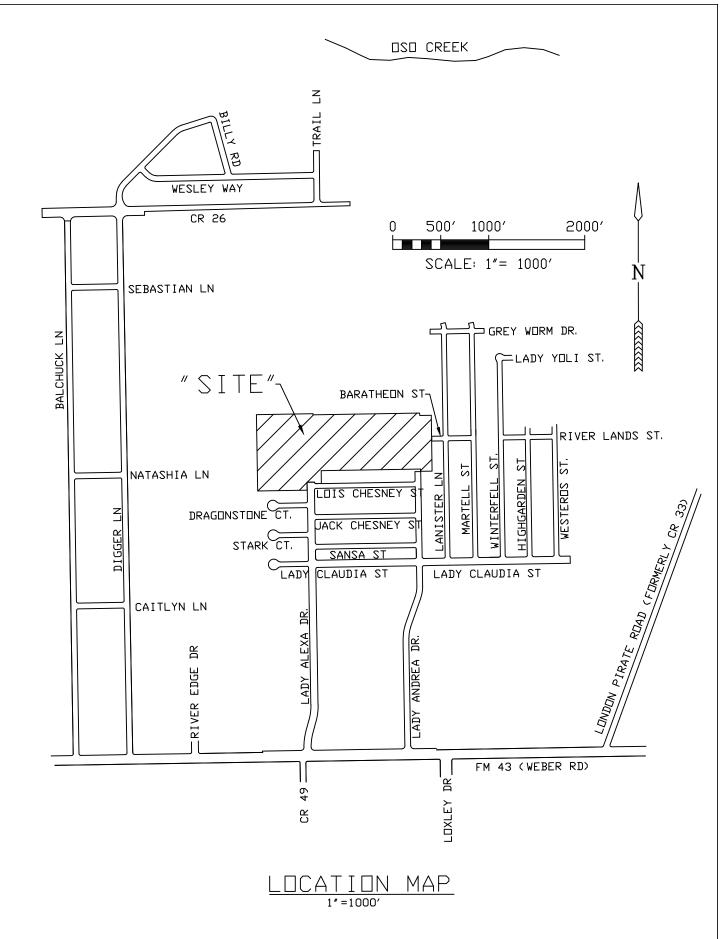
\_\_\_\_\_\_ O'CLOCK \_\_\_\_\_\_, M. IN THE MAP RECORDS OF SAID COUNTY IN

VOLUME \_\_PAGE \_\_\_\_\_ INSTRUMENT NUMBER \_\_\_\_\_\_\_, WITNESS
MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT
OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR

BY: DEPUTY

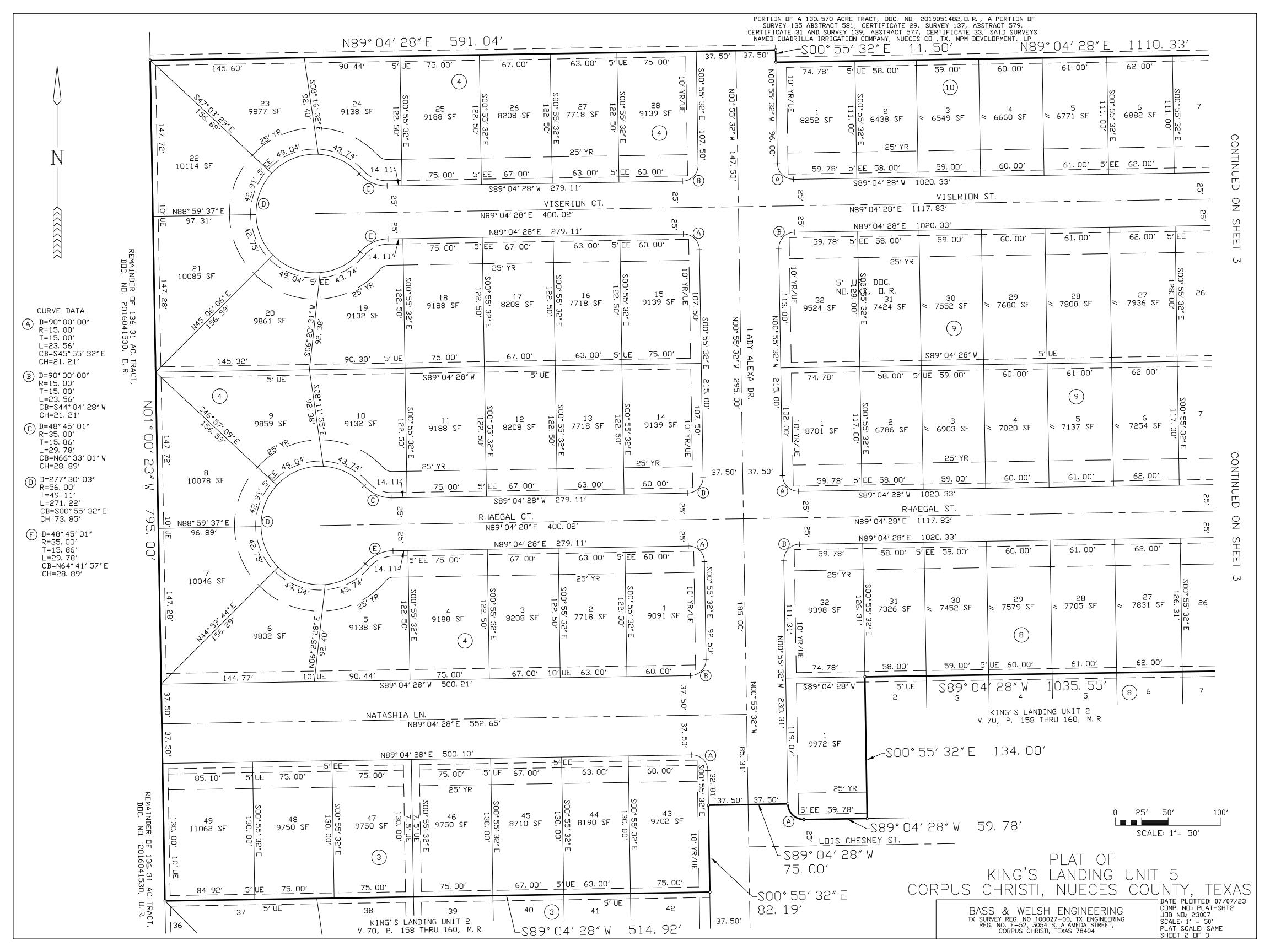
CHAIRMAN

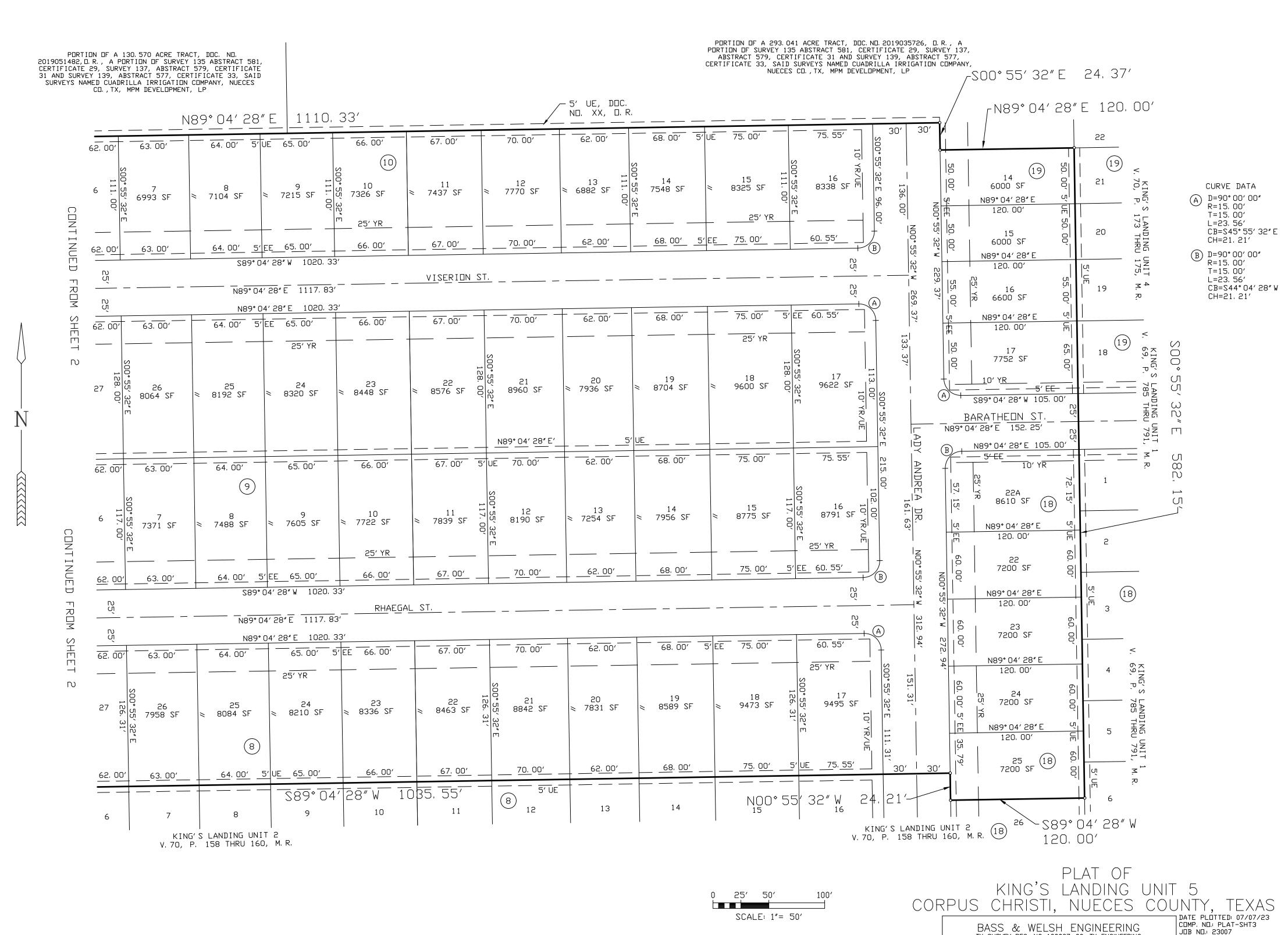
KARA SANDS, CLERK COUNTY COURT NUECES COUNTY, TEXAS



#### **NOTES**

- SET 5/8" IRON RODS WHERE POSSIBLE AT ALL LOT CORNERS; WHERE NOT POSSIBLE TO SET 5/8" IRON RODS, SET NAILS OR CHISEL MARKS AT LOT CORNERS IF POSSIBLE. ALL IRON RODS SET CONTAIN PLASTIC CAPS LABELED BASS AND WELSH ENGINEERING.
- 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 RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
- 3. THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.
- 4. THE ENTIRE SUBJECT SITE IS IN FEMA ZONE X, OTHER AREAS, MAP NO. 48355C0505G (10/13/2022).
- 5. LEGAL DESCRIPTION: A 27.311 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF A 293.041 ACRE TRACT, DOC. NO. 2019035726, O.R. AND A PORTION OF A 130.570 ACRE TRACT, DOC. NO. 2019051482, O.R., SAID 27.311 ACRE TRACT BEING A PORTION OF SURVEY 135 ABSTRACT 581, CERTIFICATE 29 AND SURVEY 139, ABSTRACT 577, CERTIFICATE 33, SAID SURVEYS NAMED CUADRILLA IRRIGATION COMPANY, NUECES CO., TX
- 6. THE TOTAL PLATTED AREA CONTAINS 27.311 ACRES OF LAND INCLUDING STREET DEDICATIONS.
- 7. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- 5. ALL DRIVEWAYS TO RESIDENTIAL AND COLLECTOR PUBLIC STREETS WITHIN THE SUBDIVISION SHALL CONFORM TO ACCESS MANAGEMENT STANDARDS OUTLINED IN ARTICLE 7 OF THE UDC.





BASS & WELSH ENGINEERING
TX SURVEY REG. NO. 100027-00, TX ENGINEERING
REG. NO. F-52, 3054 S. ALAMEDA STREET,
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 07/07/23 COMP. NO: PLAT-SHT3 JOB NO: 23007 SCALE: 1" = 50' PLAT SCALE: SAME SHEET 3 OF 3

# **EXHIBIT 2**



## Reimbursement Agreement Application

Date of Application: 11-14-23

Approved Plat Name: Kings's Landing Unit 5

Reimbursable Public Improvements: Reimbursement for Water Line

Approved Public Improvement Plans: Y[] N[]

Cost Estimate for Public Improvements:

Ownership and authorized signatories to enter into the agreement: MPM Development, LP

#### **Contact Information**

Name: Mossa (Moses) Mostaghasi

E-mail address: mothepro99@aol.com

Phone Number: 361-774-3832

Preferred Method of Contact: Email [ ]

Phone [X] Other [ ]

If other, provide detail:

Company Name entering into the agreement: MPM Development, LP

Company Address: PO Box 331308 Corpus Christi, TX 78463

**General Partner** 

Applicant's Signature & Title

Submit Application Electronically to: contracts and agreements @cctexas.com

Mail to:

**Development Services** 

Attn: Business Manager

2406 Leopard St. Suite 100

Corpus Christi, Texas 78408

#### CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

(	Complete Nos. 1 - 4 and 6 if there are inte Complete Nos. 1, 2, 3, 5, and 6 if there ar	e no interested parti		CER	OFFICE USE	
(	Name of business entity filing form, and of business. MPM Development, LP	d the city, state an	d country of the business entity's place	2023-	icate Number: -1095527	
	Corpus Christi, TX United States			Date I		
2	Name of governmental entity or state a being filed. City of Corpus Christi		rty to the contract for which the form is	Date	S/2023 Acknowledged:	
3	Provide the identification number use description of the services, goods, or Kings Landing Unit 5 Reimbursement for Water Line and	other property to b	ntal entity or state agency to track or identi se provided under the contract.	fy the co		
-						f interest
4	Name of Interested	Party	City, State, Country (place of bus	iness)		pplicable)
		200000000000000000000000000000000000000			Controlling	Intermediary
Mo	ostaghasi, Moses		Corpus Christi, TX United Stat	es		×
5	Check only if there is NO Interested	Party.				
6	UNSWORN DECLARATION					
	My name is Mossa (Moses) M			of birth	is 04-23-19	83
	My address is 8017 Bar Le Do	c Corpus Chri	isti, TX 78,415 (city)	(state)	(zip code)	, (country)
			and correct			
	I declare under penalty of perjury that	the foregoing is true	County, State of Texas, on	<sub>the</sub> 16	day of Noven	nber <sub>20</sub> 23
	Executed in Nueces		County, State of, on	une	(mont	h) (year)
				oontro st	ing business enti	tv
1			Signature of authorized agent of (Declarant)	contract	ing business end	Ly

# **EXHIBIT 3**

# CORPUS CHRISTI, NUECES COUNTY, TEXAS PUBLIC IMPROVEMENTS TO KING'S LANDING UNIT 5,

THE TOLLOWING CITY OF CORRESS CHRISTIN STANDARD SECURICADORS OF WHICH DAIL BIS SALES WAS ARREST OF CASA STANDARD STANDAR

# OSS000 CONCRETE STRUCTURES OSS420 FRAMES, GRATES, RINGS AND COVER: PAVING, GRADING AND DRAINAGE NOTES

- THE OUTER 2" OF ALL STREET PAWNG AND WALKS ARE SHOWN POCHED (SHADED); EXISTING CAG PAWNG SHOWN WITH DASHED LINES (THPICAL).
- PRIOR TO ANY DESTINOUS, ALL TREES, MEDITADON, CROANC MATERIA, MOL ANY DELIFICIOS SUBSTANCES LA GENERACIO TONNE POR PROSENTE DESTINOUS TREES SE DAMENTA NO LARGED ONDES OF PROPRESSOS TREES PANNES SHALL SE LETTE NACE UN ANGESTO. THE RELOVAL OF ALL WESTINOUS PROPRESSOS TREES PANNES SHALL SEE, APPROVENCES, PROPRESSOR AND ESTABLISHED AND PROPRESSOR WAS BEST ENTIREMENT OF THE PROPRESS, ON LOT GOLDING AND ESTABLISHED AND STEELS.
- - ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENCTH OF 4,000 PSI AT 28 DAYS FOR PICCP, ROCP AND WAXES, ALL STREIL REMPORCING SHALL BE GRADE 60 (60,000 PSI YELD STRENCTH) IN ACCORDANCE WITH ASIN A 615.
- RENFORCED CONCRETE STORM SEWER PIPE SHALL BE CLASS III, STANDARD STRENCTH OR CONTRACTOR MAY SUBSTITUTE HIDPP PIPE THROUGHOUT PROJECT. STORM SEWER MANHOLES SHALL BE PRE-CAST CONCRETE.
  - INTERPOLATE BETWEEN GRADES AS SHOWN TO DETERMINE A PROPOSED GRADE AT ANY PARY
- UNEARLY POINT.
- CURB ALDAMONT STALL PADALID, ADACENT ROTH-OF-WAY UNES DOCETY WHERE INSUCATED OTHERWISE.
  ALL CURBS STANDES AS TESTED INTERSECUED STALL BE 27 REC. DOCETY FOR THE RETURNS AT
  WALL CURBS STAND STAND DAY, WHICH SHALL BE 27 REC.
- THE THE PROPERTY OF HAMPS AT METER INTERECTIONS AND AS DECIMINE AND ADDRESSION. IT IS THE PROPERTY OF THE PROP
  - CONTRACTOR SHALL MET ALL CONTRAMENTAL ONE-CALL AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND FACILIES AND PRELIMES.
    - ADA CURB RAMPS. THE CITY NO LONGER ALONS THE PAVER OPTION AT CURB RAMPS. THE CONTRACTOR SHALL INSTALL COMPOSITE TACTLE WIRRING PAMELS AT ALL AGA CURB RAMPS.

ALL WATER SERVICE LINES SHALL BE 1" DAMETER FOR SHALLE AND DOLBLE WATER SERVICES.
ALL PUBLIC WATER LINE ODISTRICTION AND WITEMALS SHALL BE IN ACCORDINGNE FOR THE CONTRIBUTION OF THE CONTRIBUTION OF THE CONTRIBUTION OF THE SERVICE WANTER.
FREE HTDANIS WILL BE LOCKED DIRTO WATER FOR SERVICE TO AND THE CONTRIBUTION OF THE CONTR

WATER USE 3 GPU/LOT X 109 LOTS X 60 MIN/HS X 24 HR/DAY = 0.47 MGD. UNE LOCATOR TAPE AND TRACER WIRE ARE TO BE INSTALLED WITH PROPOSED WID ALGERA-B.

CONTRACTOR SHALL VERIEY ADEQUATE JOINT RESTRAIN TO ANY WATER CONSTRUCTION.

ALL WATER WANS 6" AND LANGER SHALL BE DRIB PAC WITH DUCTILE IRON MECHANICAL JOIN PITTINGS AND SHALL BE BEDDED IN (ENCASED IN) SAND TO 6" ALL AROUND PIPE.

CONSTRUCT WATER SERVICE LINES AND CONNEI SHOWN IN CITY STANDARD WATER DETAILS.

- SET BIOS OF SERVICE LINES AID LIOT PROVINGE LINESS SHOWN OFFERWISE, SANTHAPF SEWER STATIONING IS AUSTREED ALOND THE CONTROL USE OF PROPOSED STREETS, EXCENNO SS LINES ARE SHOWN LONFYDONED, PROCEED SS LINES ARE SHOWN CONTINUIDE/HEAVY
- ALL SANTHAY SIERE WAVHOLES SHALL BE TREACASS, 48" WINNIN DIMERSE UNLESS SHOWN OTHERWISE, 0.7. (WHINLIN) WILL AND CONSTRUCTED IN ACCORDANCE WITH OIT STANDARD SPECIFICATIONS. MANDLES FRANK SHO GOVERS SHALL NOT BE IN THE CURB LINE, WANHOLES IN ROAMWAY TO BE 18">–20. TORSTROCK SIN. WAYNOLES IN ROAMWAY TO BE 18">–20. TORSTROCK SIN. WAYNOLES IN THE CURB LINE, WANHOLES IN ROAMWAY TO BE 18">–20. TORSTROCK SIN. WANHOLES IN SOARMAN TO SOARMA
- ALL GAWT STAKE PETS 8 THRU 16 YEAU, BE POT, ER 25 AND SULL BE EBERE IN SAND WITH PI LESS THAN 10 TO 8" SELON AND 6" TO SIGNS OF PET (I'ULL HEIGHT OF PET). IN ACCIREDANCE WITH CITY STAMBARD SPECFICKTIONS, BED 4" AND SAMLER PIETS IN EARTH FROM THE EXCANATION.
  - NO SEAMATE PAY FOR ANY DE-WATERNG OR SPECML EMBENMENT REQUIRED FOR 6", 10" & 12" SAMITAR SEWER FIPES AND MANHOLES.
    - THE WORDS SANTHRY SENER SHULL MEAN WASTE WATER AND VOE VERSA, WW USE 109 LOTS X 3.5 PERS/LOT X 80 GPGPB X PF 4 = 0.12 MGD.

# EGEND - EXISTING FACILITIES AND APPURTENANCES

- ASPIALT PARABETT
  ELOCK NO. 1

  of R/C CLEB AND GUTTER
  4' R/C WALK

  EDG E-PARABETT
  WAF PECOROS

  18" REMICROED CONORIER PI
- RIGHT-OF-WAY LINE RIGHT-OF-WAY LINE 8" SANTARY SEWER LI UTILITY EAGEMENT 8" WATER LINE YAPO REQUIREMENT
- 0.00 € (3.00 € 1.00 €

THE SEC A THE PROPERTY OF THE SECOND SECOND

NAMETELL ST.

DSD CREEK

	BACK OF CURB TO BACK OF CURB	ROC	ROLLER COMPACTED CONCRETE
	CENTERLINE	7* RCOP	ROLLER COMPACTED CONCRETE PANNS 7" THICK
	R/C DONCRETE WALK	RCP	RENFORCED CONCRETE PIPE
	DEEP CUT SERVICE CONNECTION (SAN. SEWER)	la la	RIGHT
	DRAINAGE DIRECTION OR DIMENSION ARROW	S = 0.3%	TONGLIUDINAL SLOPE
_	FINISHED GROUND ELEVATION	83	SWITARY SEMER
	FIRE HYDRANT SYMBOL	8	SEDIMENTATION SCREENING FENCE ALSO KNOWN AS SIT FEMALE OR TEMPORARY STRAINED FONCE
	FLOW LINE OR INVERT ELENATION		
	FINISHED WALK ELEVATION	SSMH	SWITARY SEWER MANHOLE
	NULLISED SERVED SO SERVED MARKET SORGE	255	SANITARY SEWER SERVICE (PIPE & FITTINGS, 4" AND 6")
	OR SLOPE)	STFS	STOP SION
	HIGH DENSITY POLYETHELENE PIPE	2	TOP OF CURB
	LETT.	TSW	TED SIDEWALK
	MULTIPLE BOX CULVERT (R/C) WANHOLE	н	WATER WALVE SYMBOL
	POINT OF CURMATURE (BEGINNING OF CURNE)	WSD	DOUBLE WATER SERVICE (1" PIPE, FITTINGS, CORPORATION
	HOINT OF TANGENCY (END OF CURVE)		SICH AND ANGLE MELEM VALVES)
	REINFORCED PORTLAND CEMENT CONCRETE	WSS	SINGLE WATER SERVICE (1" PIPE, FITTINGS, CORPORATION STOP AND ANGLE METER VALUE)
900	PORTLAND CEMENT CONCRETE PANNG, CAST IN PLACE, STEEL REINFORCED, 7* THOST		

PAVING, GRADING AND DRAINAGE PLAN & PROFILE, SWOMP

COVER SHEET AND MISCELLANEOUS INFORMATION

DCATION MAP

PAVING, GRADING AND DRAINAGE PLAN AND PROFILE

SHEET 3 SHEET 4

SHEET 2

SANITARY SEWER AND WATER PLAN AND PROFILE

# CALL BEFORE YOU DIG!

CONTRACTOR SHALL REPENCE A TRAFFE CONTRACTAL AND BARROGURD FAMA AND SUBART TO THE CONTRACT WHITE RESIDENCE AND SHALL DEPOSIT OF THE TRAFFE CONTRACT OF THE AND SHALL DE MORK UNIT. HE WAS RESECUED WHITE MASHING SHALL RESIDENCE SHALL RESIDEN

R.O.W. FERMITS ARE REQUIRED PRICE TO STARTING WORK IN ANY PUBLIC STREET RIGHT-OF-WAY. THE "CONTRICTOR SHALL CONTROL TO PRESENCE TO DETERMINE ALL APPLICABLE REQUIREDRING FORMS, TRAFFIC CONTROL PLAN, FEES, FEE,

CONTINUOUS/HENY IN PLAK AND DOTTED/HENY IN PROPOSED WATER LINES ARE SHOWN CONTINUOUS/HENY IN PLAK AND DOTTED/HENY IN PROFILE.

PROVIDE CAST IRON BOXES AND PAC PIPE EXTENSIONS WITH CONCRETE AT CATE VALVES PURSU. TO CITY STANDARD WATER DEFAULS. CONSTRUCT WATER RISERS AT END CAPS ON PIPES AND 2. BLOW-OFF VALUES FOR FILLING TESTING PURPOSES PURSUANT TO DETAILS AS SHOWN IN CITY STANDARD WATER DETAILS.

2" TEMPORARY WATER LINES SHALL BE SCHEDULE 40 PVC PAY FOR 2" HTTINGS NOR 2" X 6" CONNECTOR STRAPS.

SOLVENT WELDED JOINTS, NO SEPARATE

- GEREL, TA PARTICIANDA SPEELENT AND/OR BENELISEDENT ARE BEING REQUESTED BY THE DEVELOPER/BIGNERS. THEN PRICK TO START OF CONSTRUCTION, CITY COUNCIL MUST APPROVE SWO AGREDMENT. HIS WORK WIL EE INSPECTED BY THE CITY'S CONSTRUCTION INSPECTION INSPECTION INSPECTION IS (361) 826-3240.
  - ceptioper/depeloper's acent shall ensure that best wavefairet practices to minaze eroson and sedmentation are being used and that any and all ticeo permits where needed have been obtained.
    - EDRIGORY/DEVELOPERY DAY SHALL ENSIRE THAT TRAFFIC CONTROL MEASURES ARE INPLEMENTED AS NEEDED. ANY WORK IN RIGHT-OF-MAY REQUIRES A PEGMIT FROM THE CITY'S TRAFFIC BNOINEERING DANSION.
- ALL PUBLIC UMPROYADENTS SHYLL BE WARRANTED BY THE DEFACEOPER PER UNPER DEFACEOPUENT CODE (UDC) SECTION 8.1.8 FROM THE DATE OF INCREMENTS OF THOSE IMPROVEMENTS BY THE DIRECTION OF ENGINEERING.
- APROVAL FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH A BULLDING PERMIT SHALL EXPIRE IF THE BULLDING PERMIT EXPIRES, A BULLING PERMIT EXPIRES AS USE FROM THE DATE OF ISSUANCE UNLESS AN EXTENSION HAS BEEN GRANTED BY BULLDING INSPECTIONS.
  - WITH STREAM TO STREAM THE WAS COLOURS AS A STREAM THE WAS COLOURS AS A STREAM THE COLOURS AS A STREAM THE WAS COLO
    - ANY EDOMINIOUS ALLONED BY THE DRECTOR OF DENELOPHENT SERVICES ON CONCRETE STREETS MAST BE PERFORMED IN SUCH A WAY BRING CONCRETE PAREL IS REPUGED.
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SHALL BE OPASS SEEDED IN

PAY FOR ALL STORM WATER FOLLINDY PREVENTION MEASURES, SOLD WASTE DISPOSAL, SOIL TRACKING, SEEDING, ETC., AS PART OF "STORM WATER POLLINDON PREVENTION".

UPON COMPLETION OF INPROPEDENTS HERBOY, ALL DISTURBED, ARRISE SHALL BE 09455 SEED ACCIONANCE, WITH OTT STANGARD SPECIFICATION OF SEED STEAMY.

THE PROPER SPEWANT CAN BE TOWN ON THE TOTO WEST STEAT ATTEMPTS.

HTTPS://WWINTCO.TOMS.COM/JOSSETS/PORGA/FECHTMGO.STEAMMISED/TRESISCODD.COR.POR.

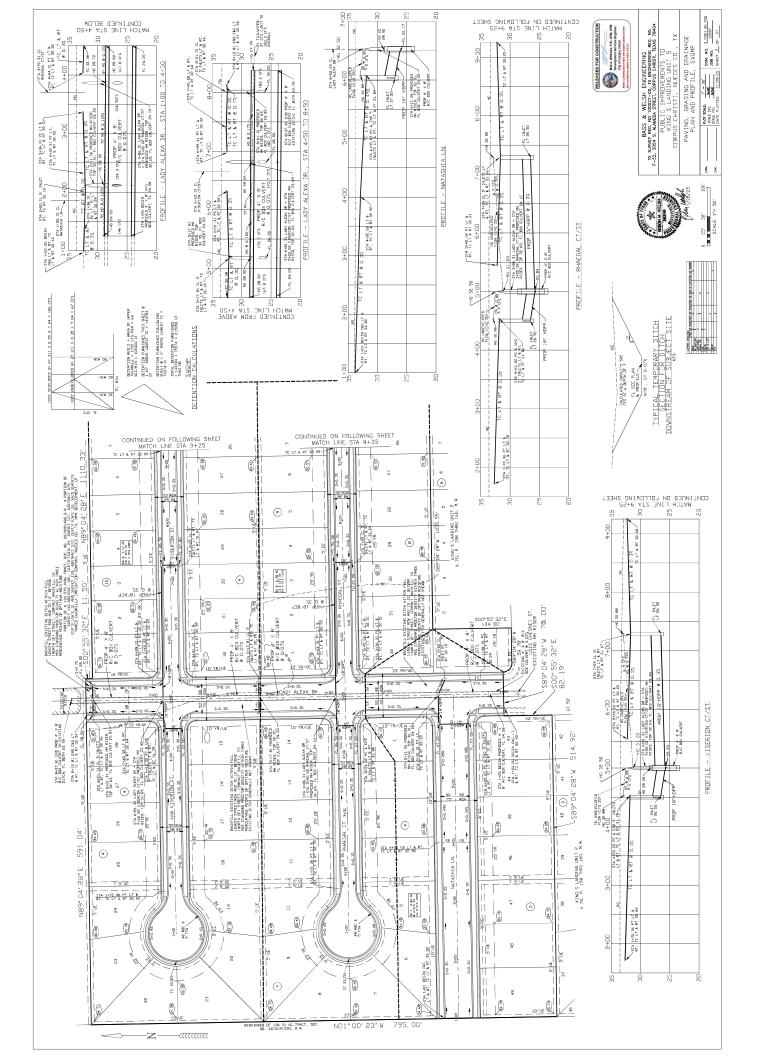
- AL CONSTRICTON PROCEDURES, TISTING PROCEDURES AND CONSTRUCTION WATERLS AND APPARTIZANCES SHALL ADFREE, AND BE IN COMPUNDED OF THE LUSTES STREAMED OF THE COTT OF CORPORATION PROSED THE CONTRACTIVE LESSIN MINIALL, UNITED DECENDENTS OF CONTRACTIVE C
  - 14. THESE PARS HAVE BEEN DORLOPED AND BROWERSED TO MEET ALL LOCAL, STATE AND FEDERAL CORES NICLIDIAN BHT NOT LIMITED TO THE LOCKY OF OPERANDESS DOCAL, DOT, TORD TO THE EDRESS OF THE EDRESS ANYMEDGE AT THE TIME OF STOWN AND SCALARS, THESE HAVE HAVE STOWN THOUGHT WEIGHED OF OTH POWERS.
- STORM WATER POLLUTION PREVENTION PLAN, SHEET 2 OF 3 STORM WATER POLLUTION PREVENTION PLAN, SHEET 3 OF 3 TXDOT SINGLE BOX CULVERTS, CAST IN PLACE, SCC-8, 1 0F 2 TXDOT SINGLE BOX CULVERTS, CAST IN PLACE, SCC-8, 2 OF 2 TXDOT AND CITY SIGN AND PAVEMENT MARKING REQUIREMENTS AND DETAILS OFFSITE DRANAGE PLAN AND PROFILE, EXHIBIT FOR USE OF HDPP STORM WATER POLLUTION PREVENTION PLAN, SHEET 1 OF 3 PCCP AND RCCP PAVEMENT DETAILS AND SIDEWALK DETAILS STREET SIGN AND LIGHT POLE PLAN, ESTIMATE SUMMARY AND BARRICADE DETAILS STREET SIGN AND LIGHT POLE PLAN AND BASE MAPS SANITARY SEWER AND WATER PLAN AND PROFILE CITY STORM WATER STANDARD DETAILS CITY WASTE WATER STANDARD DETAILS CITY WATER STANDARD DETAILS POCP AND RCCP JOINTING PLAN PCCP AND RCCP JOINTING PLAN CITY CURB RAMP STANDARDS Bria A. Whitmire, whime, Pt. Chy. Cha.
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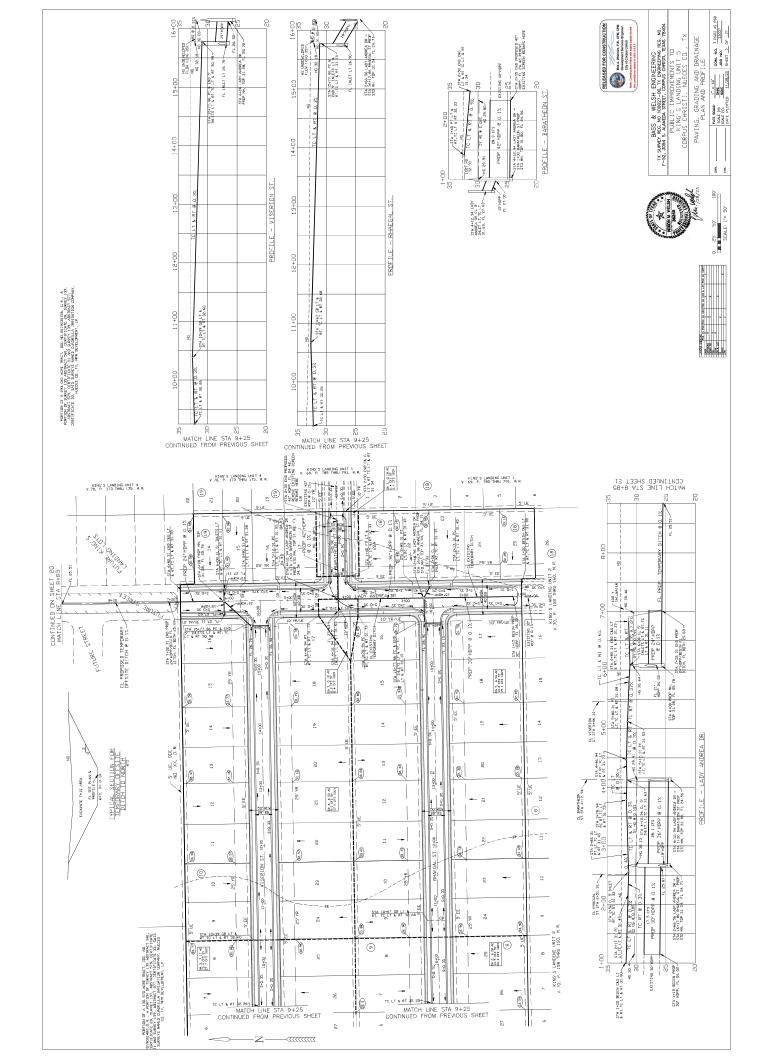
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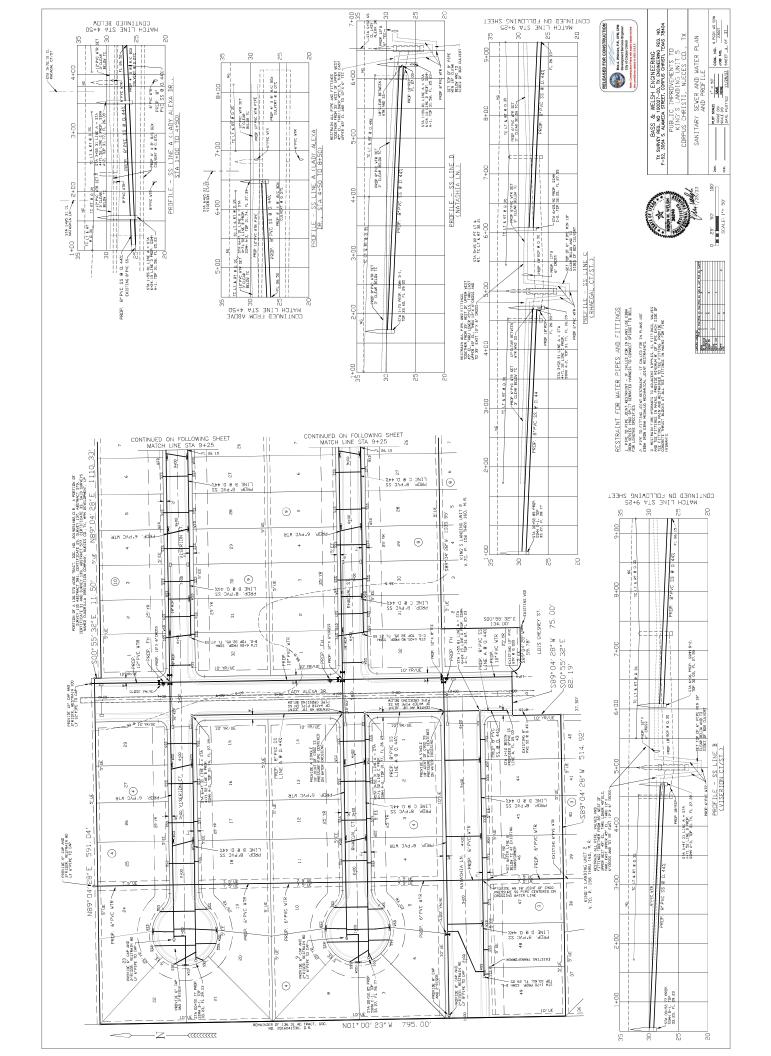
BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404

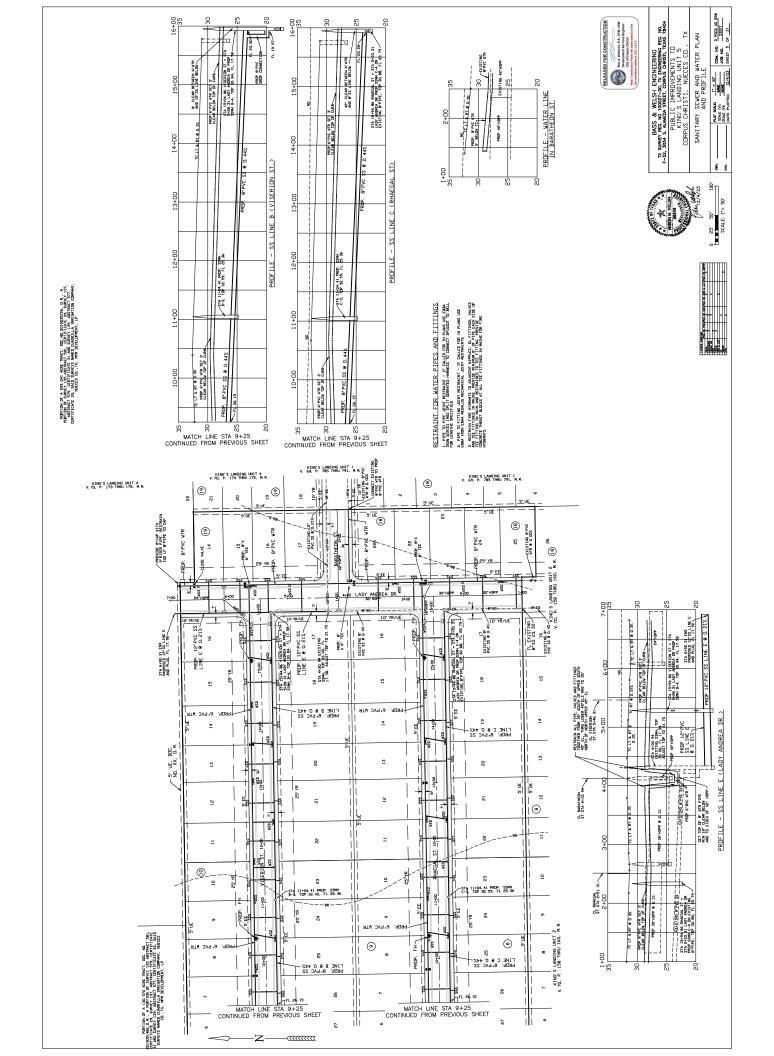
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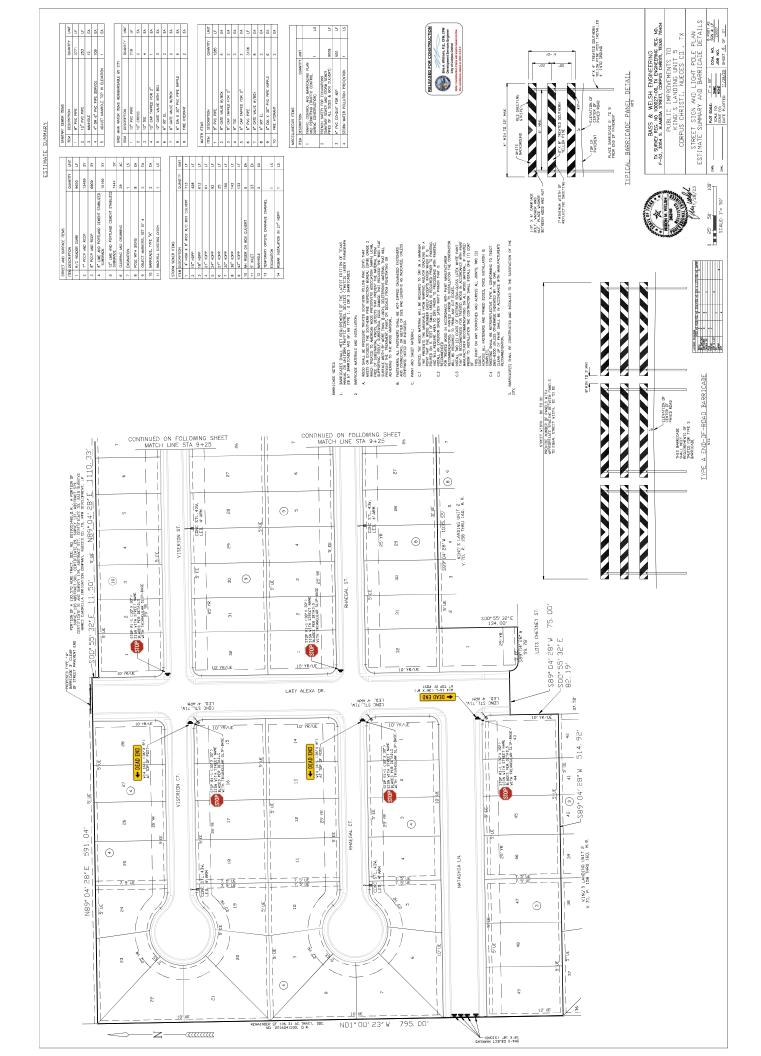
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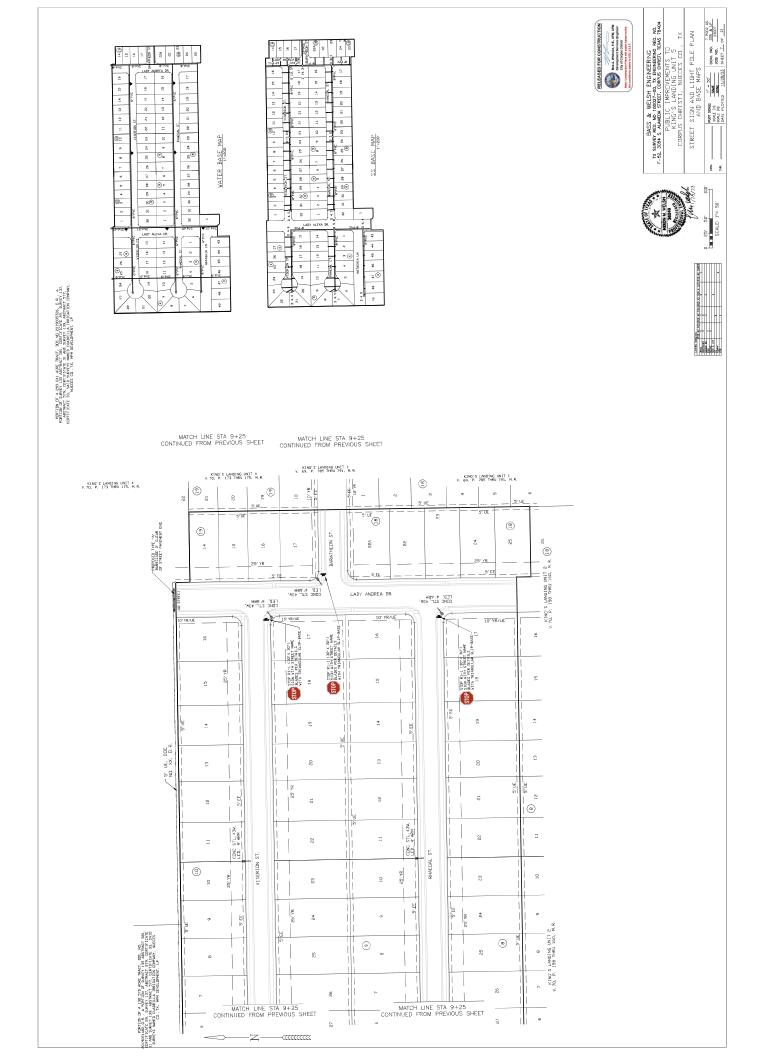


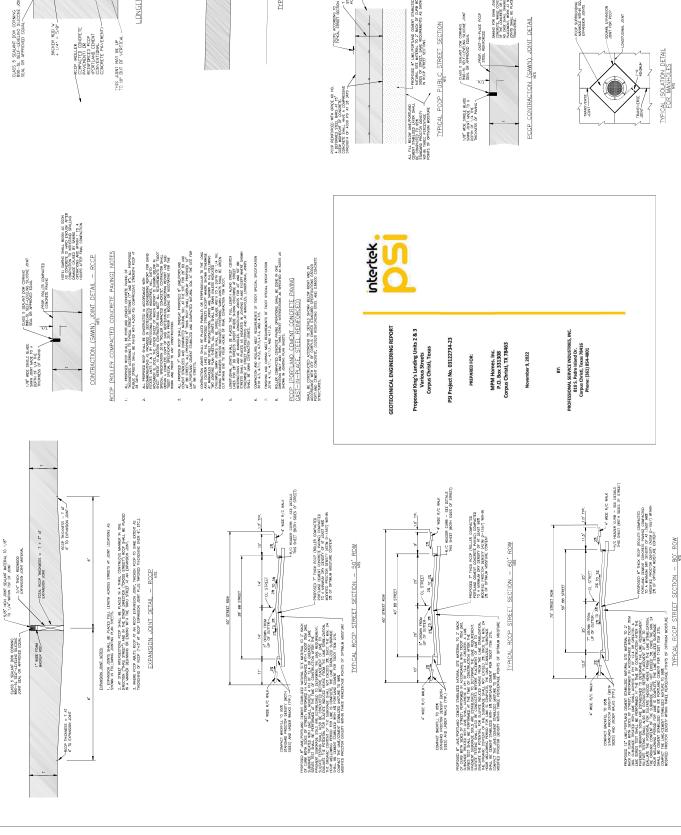


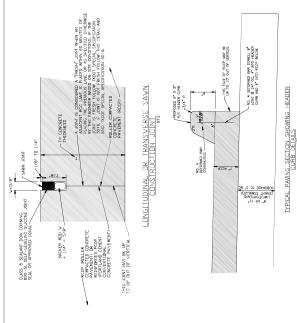


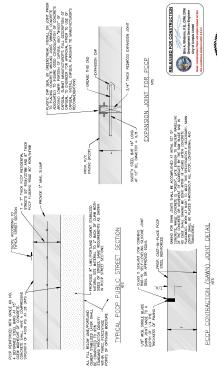


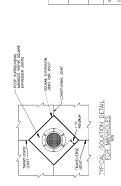




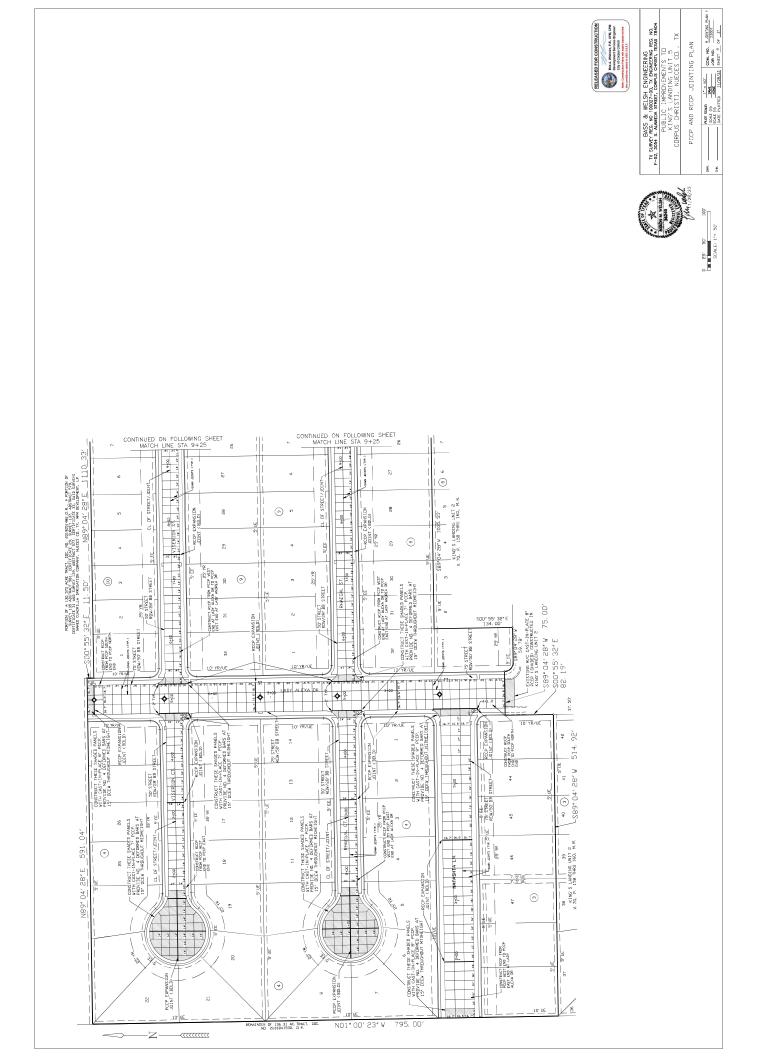


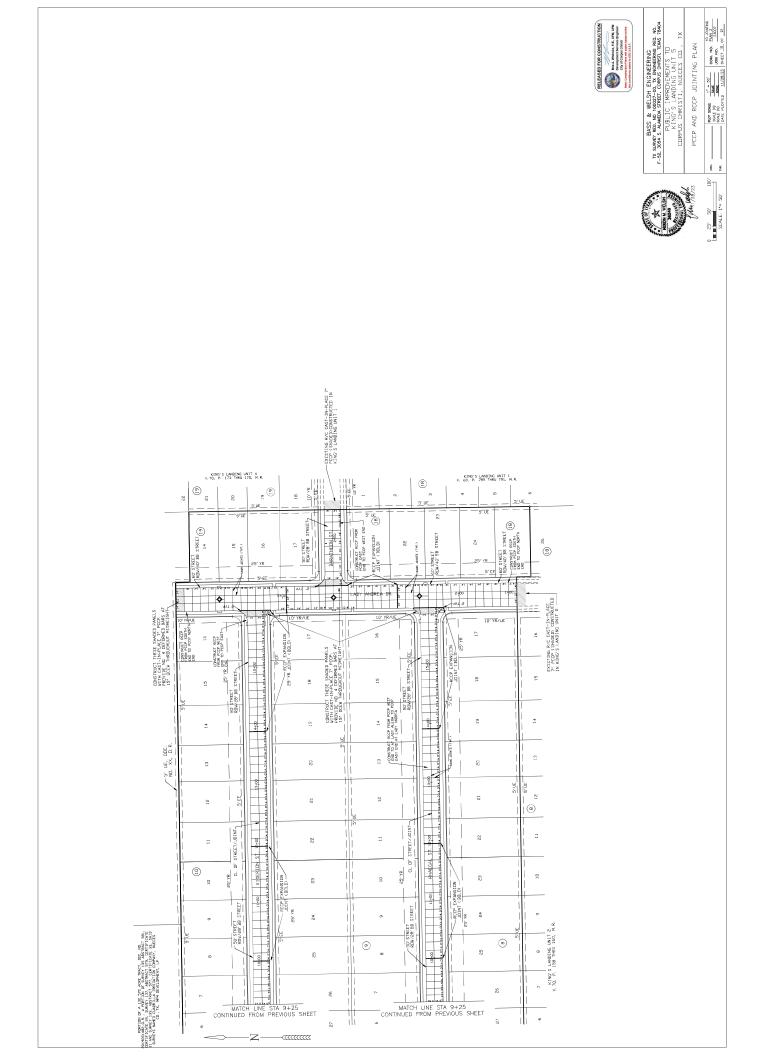


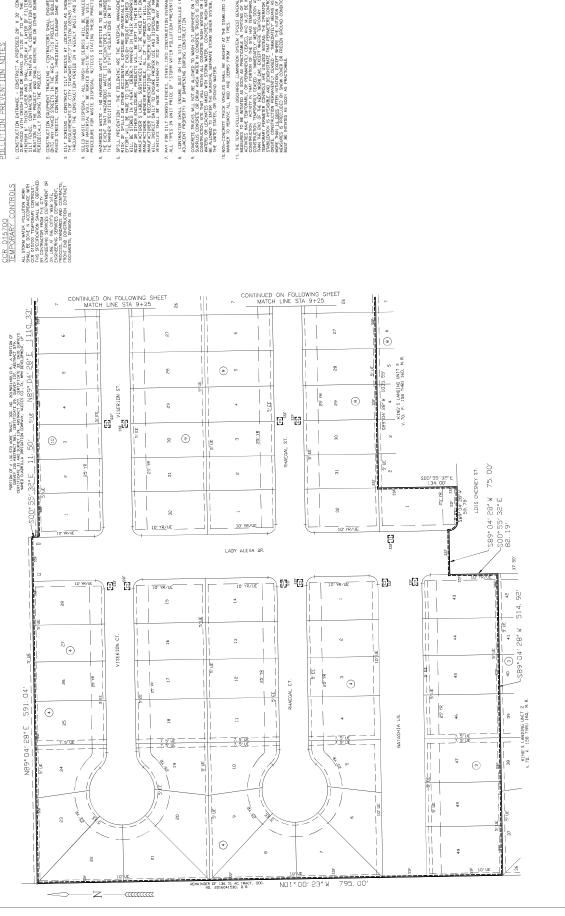




TX 6
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# POLLUTION PREVENTION NOTES

- CONSTRUCTION EXPRESS. CORRECTOR FOR PROPERTIES AS TO CONSTRUCTION DEFANCE CONSTRUCTION OF A MEGA. A MENNA MENNA MET CAN THE CONSTRUCTION OF A MEGA. A MENNA MET CAN THE CONSTRUCTION OF A MENNA A LARTER THEIR MET SHALL REPORTED THE CONSTRUCTION OF MENNAMENT OF THE CONSTRUCTION OF MENNAMENT MET CONSTRUCTION SHALL MAINTAIN THE CORFRICTION DEFANCE. IN GENO DOUBLITON THEOLOGY. THE PREDICTION OF THE CONSTRUCTION DETANCE.
  - CONSTRUCTION EQUIPMENT TRACKING CONTRACTORS SHALL ENSURE THAT NO HUD DR ANY DITHER DEBRIS BE TRACKED INTO ANY HOURD STREETS, IN THE AREA IF THIS PROJECT, SHOLD, BAY HUD DR LOKE DEBRIS BE TRACKED DATIO WAYED STREETS, CONTRACTOR SHALL IMPEDIATELY CLEANUE SHAR AT HIS DAN EXPENSE. SILI SOREDA – CONSTRUCT SILI SOREDA AL LIDATIDAS AS SHOW IN THE PLANS. ALL SILI SOREDA SHALL MEDI REGULIRENDE ID CITY STANDARD SPECTIFICATION ORGANI STALL FRANCE. THE SILI FIREDES SHALL BE INSPECTI THEOLOGIUT THE CHASTRACTION PRESIDE DIA NEEAL BASIS AND SHALL BE REPAIRED/REDALACED AS NECESSARY.
    - SOLID WASTE DISPUSAL ALL TRASH AND DERRIS WILL BE HALLED TO AN APPROVED LANDFILL. NO CONSTRUCTION WASTE MERRAN LILL BY BRIEF DAYS THE CHRECKT PROCEDURE FOR MANY BY DISPUSAL, UTILIZES STAFFINE FOR PROCEDURE FOR MANY BY DISPUSAL, UTILIZES STAFFINE PROCEDURE FOR MANY BY DISPUSAL, UTILIZES STAFFINE PROCEDURE STAFFINE FOR PROPERTY.
- 5. HAZARDIS WASTE NO HAZARDIS WASTE IS EXPECTED TO BE GENERATED DR ENCONTERED IN THIS PROJECT. IN THE EVENT THE HAZARDIS WASTE AS ENCOUNTED ALL HAZARDIS WASTE HERRALS WILL BE DISPUSSED OF IN THE MANNES SPECIFIED BY LOCAL OF STATE REGULATIONS OF BY THE MANNES SPECIFIED BY LOCAL OF STATE REGULATIONS OF BY
- SEXT PRESENTED THE ACCOUNT WE SET TO THE ACCOUNT SE
  - PAY FOR SILT SCREEN FENCES, STABILIZED CONSTRUCTION ENTRANCE AND ALL POLLUTION ALL TYPES IN UNIT PRICE OF "STORM WATER POLLUTION PREVENTION".
    - CENTRACTUR SHALL ENSURE DUST ON THE SITE IS CONTROLLED (NOT ALLOWED TO BLOW TO ADJACENT PROPERTY) BY DAMPENING DURING CONSTRUCTION
- SERVICE TROUGS WITH OFF EALERSY TO WEAR OFF AWARDERS OF THE SERVICE STATES THE SERVICE SERVICE SERVICE SERVICE SERVICE SERVICE OF THE SERVICE SERVICE SERVICE SERVICE WAS THE SERVICE SERVICE OFFICE WAS THE SERVICE SERVICE WAS THE SERVICE SERVI
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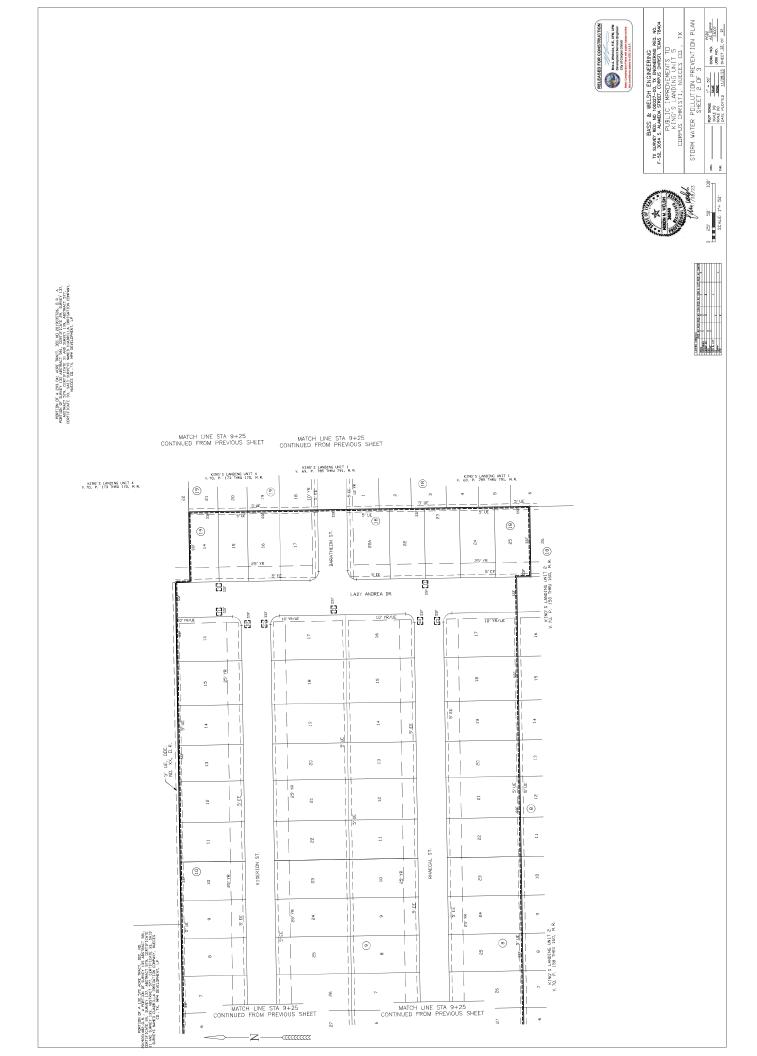






Anna Pallie.





# SITE DESCRIPTION

PROJECT LIMITS: KING'S LANDING UNIT 5

PROJECT DESCRIPTION, CONSTRUCTION OF SINGLE-FAMILY RESIGNATIVIL, SUBDIAISON, THE FIRMARY ACTIVITIES WITH E PROJECT CONSTRUCTION, LEGINMONE, AND TOLERARY AND UTILIAN CONSTRUCTION AND LOT GRUDNA, AND CLIPARINA AND SHUBBING UTILIAN CONSTRUCTION AND LOT GRUDNA, AND CLIPARINA AND SHUBBING MAJOR SOIL DISTURBING ACTIVITIES: FAVEMENT AND EARTHWORK CONSTRUCTION, LOT GRADING & STORM SEWER AND UTILITY CONSTRUCTION TOTAL PROJECT AREA: 27.311 ACRES

TOTAL AREA TO BE DISTURBED: 29 ACRES

DESTING COMPANY OF SO, A SCREENNE OF OFFICE SELECT SIE ARE WICHON CLIV. 0 TO 1% SLIPES, VAX. SOE CLASSESTOOD (USDA) – SOIL AT THE SOURCE SIE OF SOUR SELECT SIE ARE WICHON CHAPLE SOIL AT THE SOURCE SELECT SIE ARE WICHOUT SIE SUBJECT SIES. VAX. SOIL SOURCE SUITALING, RITEMENTAL VIRGINIES CONF. WEIGHTED RUNOFF COEFFICIENT 55% (AFTER CONSTRUCTION): 55%

NARRATIVE - SEQUENCE OF CONSTRUCTION (STORM WATER MANAGEMENT) ACTIVITIES: NAME OF RECEIVING WATERS: OSO CREEK

THE GREER OF ACTIVITIES WAS LESS FOLLOWS HERE. JUSTICE JUSTICE

EROSION AND SEDIMENT CONTROLS

STORM WATER MANAGENENT, STORM WATER DRANAGE WILL BE PROVIDED BY THE STREET SECTION, INLETS AND PIPES. CURB & CUTTER WILL CARRY THE RUNGE" TO THE COLLECTION POINTS (NIETS). SOIL STABILIZATION PRACTICES: | TEMPOPARY SEDING | PERAPOPARY SEDING | MULCHING | MULCHING | SOIL RETEINOR BLANKET | BLIFER ZONES | PRESERVATION OF NATURAL RESOURCES |

OTHER, DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED (TENPORARLY OR PERMANENT) SHALL BE STRUEDS WITHIN 14 DATS UNLESS ACTIVITES ARE SCHEDULED TO RESUME AND DOWNTHIN 21 DATS.

STRUCTURAL PRACTICES.

— SIL TROIS

— WAY BALE DAN

HAY SHEE DAN

HORFSOME WHISTOPING, OR PERMETER DIVES

— PRESSON, WITSTOPING, OR PERMETER SWALES

— PRESSON, WITSTOPING, OR PERMETER SWALES

— PRESSON, WITSTOPING, OR STRUCTURE SWALES

— PROFESSON, WITSTOPING, OR STRUCTURE SWALES

— PROFESSON, OR AND CANAGE SWALES

— STORING TOWNS AT COMPSTRUCTION EXIT

— STORING TOWNS AT SERVING TRAINES

— STORING TOWNS AT STRUCTURES

— STORING TOWNS AT STRUCTURES

— GURBS AND OUTTERS

— KEDNING TOWNS AT STRUCTURES

— STORING TOWNS AT STRUCTURES

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— WICHOUT TOWNS AT

WINDTRANCE, a. LE ESDION, AND SEDIBLET CONTROLS WILL BE WASHINGTON IN CONTROL PROPERTY OF PROPERTY OF PROPERTY OF PROSESSEL, LIN LO LATER THAT O'S AFFIZE HE ESPICALLY DATE OF CONTROL PROSESSEL, CHILD AND THE THAT OF THE PROPERTY OF REVENUE TO BETWEEN THE PROPERTY OF THE

NSPECTION, ALL INSPECTION WILL BE PERFORDED BY AN INSPECTIOR DERY WERK AS WELL AS TO THE CHEFF WHEN CHECK ON ANNO CT DAIN (AS RECORDED DA A NOVEREZING NOW OLANGE). TO THE LOCATED AT THE PROJECT SITE, AN INSPECTION AND MAINTENANCE REPORT WILL BE WENGED FOR HOW PROPERTION. BEGIN THE INSPECTION RESULTS, THE CONTROLS SHALL BE RANGED FOR THE INSPECTION. BEGINS.

WAST WATCHES, CONTRICTORS SHALF FROODE, A WISH, OF A MEET, PRO DOCTEDE TRUDGS. THE MENT OF THE MENT OF

SANITARY WASTE: ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NECESSARY

OFFSITE VEHICLE TRACKING:

HAUL ROADS DAMPENED FOR DUST CONTROL

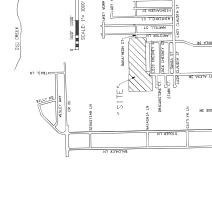
LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN

EXCESS DIRT ON ROAD REMOVED DALLY

STABILIZED CONSTRUCTION ENTRANCE

REDWING STOCKS, AERCE STOCKPETS, AND MULL GODG SHALL IS CONCREGATOR IN A AMMERICAN DAY WILL AUMINIZE AND CONTROL THE ARCHITO OF STIMMAN THAN AND THERE SECTIONAL STATES ADDRESS SHALL MISS SHALL BE CONSTRUCTION STATES SHALL BE CONSTRUCTION STATES SHALL BE CONSTRUCTION STATES SHALL BE CONSTRUCTED AND WERE ADDRESS SHALL BE CONSTRUCTED AND AND WERE ADDRESS SHALL BE CONTROLLED AND AND WERE ADDRESS OF SHALL BE CONTROLLED AS SOON AS DESSIBLE OF THEORYMET DEMANANT, THEORYMENT, THOMAS SHALL BE CLEMED AS SOON AS DESSIBLE OF THEORYMET PLEASANINKE, THOMAS SHALL BE CLEMED AS SOON AS DESSIBLE OF THEORYMET PLEASANINKE, THOMAS SHALL BE CLEMED AS SOON AS DESSIBLE OF THEORYMET PLEASANINKE, THOMAS SHALL BE CLEMED AS SOON AS DESSIBLE OF THEORYMET PLEASANINKE, THOMAS SHALL BE SERVICED SHALL SHALL BE SERVICED AS THE SHALL SHALL

CONTRACTOR SHALL PROVIDE ALL PERMITS AND INSPECTIONS AS MAY BE REQUIRED BY TOEQ AND EPA. CONTRACTOR SHALL PROVIDE NOI AND NOT.



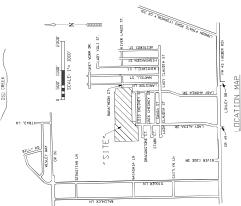
L 6"(15cm) TO 8"(20cm) MIN. FABRIC IN TRENCH

FILTER FABRIC WITH REINFORCEMENT

BALED HAY OR STRAW

2"x 2"x 36" (5cm x 5cm x1 in) WOOD PEGS

RECOMMENDED TOE-IN METHOD



But A. Wheren, P.E., CPM, CPM Devidence Service Suppression of Corpus Cinnal Company of Cinnal Cinna RELEASED FOR CONSTRUCTION



(15 cm) (14 cm) (16 cm) (17 cm) (17 cm) (18 cm

(5 cm)

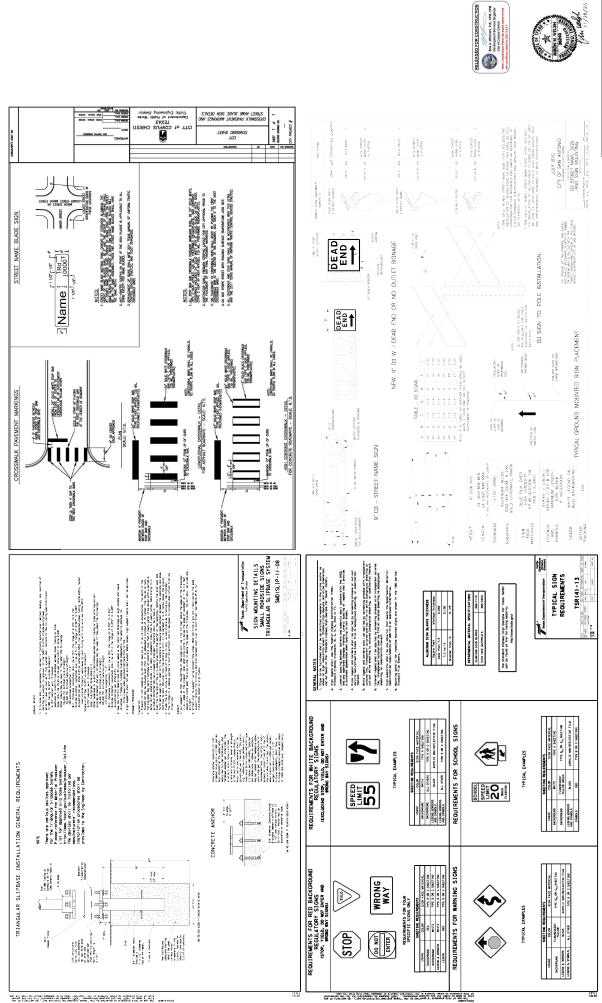
PLACEMENT FOR BALED HAY
FILTER DAMS

ELEVATION

SEDIMENT CONTROL FENCE

BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404 PUBLIC IMPROVEMENTS

KING'S LANDING UNIT 5
CORPUS CHRISTI, NUECES CO., TX
STORM WATER POLLUTION PREVENTION PLAN
SHEET 3 OF 3 DWN. O. WEISH



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③ For curbs less than 1′-a" high, tilt bars K or reduce bar Neight as necessary to maintain cover. For curbs less than 3″ high, bars K may be amitted.

Example Copyrighm (Reb) desembnt of No. 6 Gr 60 dr 6"
WWF redulined [0.44 sq 1pt/ 0.5") x (60 ke)/10 ke)

= 0.754 sq 1pt/ft.
| f 10.05.6 where is used no meet the 0.754 sq 1pt/ft
| equiverent in this example, the required spacing
| No. 6 where in this example, the required spacing
| No. 6 where the 0.754 sq 1pt/ft = 4,8|r.
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PLAN OF REINF STEEL

TYPICAL SECTION

# GENERAL NOTES:

SECTION THRU CURB

## Bridge British of Transportation Standard SINGLE BOX CULVERTS CAST-IN-PLACE 0' TO 30' FILL SHEET 1 OF HL93 LOADING





PUBLIC MAROVEWENTS TO KING'S LANDING UNIT 5 CORPUS CHRISTI, NUECES CO. TX TXDOT SINGLE BOX CULVERTS CAST. IN PLACE SICC. 8, SHEET IO F Z ... IN BARK RM

DAN. N. MELSH

BASS AND WELSH ENGINEERING TX REDISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404

Bits A. Weltmin, P.E., CPM, CPM Development of Services Inglever City of Corpus Central City of Corpus Central

RELEASED FOR CONSTRUCTION

BARS D BARS C

© For vehicle eaterly, the following requirements must be merfor structures without bridge roll, curbs shall project no more than 3' above finished grade.

For structures with bridge roll, curbs shall be fluan with finished grade. Freeze, it necessary, to meet the courb equire shall be reduced; if necessary, to meet the courb equirements. No changes will be made in admittant is and the conference of the

0 ...- ... Bars F2

Length of Box Bars B - Top & Bottom Slab

1,-0"

 $\oplus$  1'-0" typical. Z'-0" when RAC standard is referred to elsewhere in the plans.

GENERAL NOTE: A to AMSHOT LEFT Specifications.

Jessigned according the Market Deficies for the refricement of stell stell and the Corde for.

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. =	To+a!	Reinf (Lb)	5 6,733	7 7,008	3 7,095	7 7,295	4 7,633	2 7,078	5 7,354	.3 7,441	6 7,475	8,5	9 7,267	2 7,699	3 7,786	6 7,820	8,9	7 8,092	9 7,940	3 8,00	œ	- 6	4 8, 4	6 8,2	3 8,372	5 8,767	3 9,5
QUANTITIES	·	Conc (CY)	81 23.	1 25.	86 29.	86 31.7	87 35.	81 25.2	1 27.5	86 31.	86 33.	87 37.	1 26.	1 29.	86 33.	86 35.	7 39.	1 28.	30.	86 35.	86 37.6	87 42.	81 30,	32.	86 37.3	86 39.	87 44.
Z	Curb	Cono É B (CY)	~	7 81	P-	h-	P	2	7.	h-	N-	P=	18 7.	7 .	P	P-	7 87	.7 81	.7	P	P-	-	~	0.7 81	0.7	h-	N-
₽	4_	4	5, 3 0,	3.2 0.	5.2 0.	0.2 0.	3. 7 0.	4.9 0.	.8	5.9 0.	4.7	2.4 0.	3.7 0.	0.5	2.5	3.4 0.	1.1	3, 3 0,	5.5	3.5 0.	3.4 0.	7.1 0.	3.9	-	N	7.0 0.7	5.7 0.
	Per foot of Barrel		.569 166,	26 173.	175.	74 180.	.867 188.	174.	181.	183.	823 184,	923 212.	655 179.	712 190.	192.	72 193.	978 221.	.699 200.	755 196.	864 198.	.922 208.	034 227.	742 208.	38 205.	14 207.	71 217.0	30 235.
	·	Conc (CY)	ं	0.626	0.716	2 0.774	ó	7 0.612	0.669	2 0, 765	ó	ó	0.	ċ	2 0.815	0.872	ं	0	i	ं	ं	-	ં	0,798	0.914	2 0.971	1.090
	Bars	No.	20 57	20 57	29 22	22 62	22 62	20 57	20 57	22 62	22 62	22 62	29 02	20 57	22 62	22 62	29 22	20 57	20 57	22 62	22 62	22 62	20 57	20 57	29 22	22 62	22 62
	ors H 4~#4	+W	24	24	24	24	3 25	24	2.4	1 24	1 24	3 25	24	2.4	1 24	24	3 25	24	24	1 24	1 24	3" 25	. 24	24	24	1 24	3 25
	Bars 4~#4	Length	87-11	8'-11	9'-1	- ,6	òn i	8'-11	8'-11	- ,6	- ,6	9,-3	8'-11	8'-11	- ,6	9 1	9 3	8'-11	8'-11	9 1	9'- 1	- 00	8'-11	8'-11	9 1	- ,6	- jn
	#4 //0x	**	850	850	850	850	903	926	926	926	926	1,009	1,062	1,062	1,062	1,062	1,115	1,062	1,062	1,062	1,062	1,115	1,168	1,168	1,168	1,168	1,221
	Bars F2∼#4 a† 18" Max	Length	397-9	399	399	397 -9"	39, -9:	6- ,6	399	397 -9"	39, -9:	397-9"	66	39, -6	39, -9:	397-9"	399	66	39, -9	39, -9	399	397 -9"	39, -9	39, -9	399	399:	397 -9"
	Bar a+	No.	32	32 3	32	32	34.3	36 39	36	98	98	38	40 39.	40 3	40 3	40 3	42.3	40 397	40 3	40 3	40 3	42 3	44	44 3	44 3	44 3	46 3
	4	#	345	91.159	159	159	159	3.45	159	159	159	159	3.45	159	9:1	159	9159	3.13	159	9:159	9.128	1.59	345	9 159	9159	159	9159
e+)	Bars F₁ ~#4	Length	391-9	39 9.	39, -9,	399.	39, -9	39 9.	39, -9,	399.	391-9	39, -9	.668	391-9	391-9	391-9	39, -9,	391-9	391-9	39 9.	391-91	39 9.	391-9	39 9.	391-9	39 9.	391-9
ě	Bar	Spo Spo	13	9	9	60		13 7	9	100 	9		13 7"	60	9		.8.	13 7	9 18	9	9	 	13	9	9	100 	9
	# ¥ 0	+ 34	150	150	150	150	150	1.87	187	187	187	187	224	224	224	224	224	282	262	262	282	262	299	299	299	299	299
<u>-</u> ⊊	Bors E~#4 ot 18" Mox	Lengih	4′-0"	4′-0"	4'-0"	4'-0"	4'-0"	0-,9	90	9, -0.	9, -0.	9, -0	0-,9	e, -0	0-,9	09	0-,9	02	1, -0	0-,2	10-14	1, -0.,	8,-0.	8′-0"	8′-0"	8, -0.	8,-0.
eng	Bars at 18	No. L	999	9.6	9.6	90	90	999	96	90	96	96	99	999	96	96	96	. 95	90	9.9	99	10	96	9.6	99	96	96
Š L		Z	2' - 7"	2' - 8"	6 - ,2	- N	27-11"	5,- 1	82	62	27 - 10"	2' -11"	2 2	2' - B"	2' - 9"	27 -10"	2'-11"	1	2' - 8"	2'- 9"	27-10"	27 -111"	2' - 7"	2' - 8"	6 -,2	27 - 10"	27-11"
(For Box Length = 40 feet						[K]	 	32		E M		- 2	32	20		2	3:-	3 2.	E	3::	3::	2	3	3::	3::	- M	3
Ę,			3 4'-	0 4	6 4'-	54	0 4'-	3 4'-	0 4'-	6 4'-	3 4,	0 4'-	4 -	0 4'-	6 4'-	3 4'-	0 4'-	3 4'-	0 4'-	6 4'-	3 4'-	0 4'-	3 4'-	0 4'-	6 4'-	3 4'-	0 4'-
EF	Bars D	Weigh+	1,383	1,400	1,416	1,555	1,450	1,383	1,400	1,416	1,433	1,450	1,155	1,400	1,416	1,433	1,450	1,383	1,400	1,416	1,433	1,450	1,383	1,400	1,416	1,433	1,450
ST	Ba	Length	67-10"	6'-11"	1,- 0	9 - , 1	7' - 2"	019	6'-11"	0 -,1	77 - 11	7' - 2"	.01-,9	6'-11"	1.7 - 0.1	71-11	1,- 5	.019	6'-11"	71-0"	11-11	1,- 5,1	6'-10"	6'-11"	1 0	11-11	7' - 2"
ž		pds	ίn	io	:0	-	in		:0	in	in	io	9	io	in	io	:0		in			in	īo			in	in
E B		ez is	94 #5	94 #5	94 #5	38 #6	194 #5	94 #9	94 #5	94 #5	194 #5	94 #5	62 #5	94 #5	94	94 #5	94 #5	94 #5	94 #5	94 #2	94 #5	94	94 #5	94 #2	94 #5	94 #5	94 #5
REINFORCING STEEL			- 3	3	3	. 3	. 22	- 3" 19	3	3.	3	. 3"	3 16	- 3"	3	. 3"	- 3"	3., 16	3	3	316	3	315	3	- 3"	3	. 3
占		Å.	54	. 4	7. 4.	.4	9.,4	- , 6	. 4	7.	. 4	94	- ,5 9	6" 4'-	7. 4.	. 4	94	- ,5 9	6" 4'-	7. 47.	. 4	9	54	. 4 . 9	4	77	.4
BILLS		×	4'- 5	4 6	4'-	- '4	- '4	9 - , 6	5 8	ìo	1 10	9 6	9 - ,9	9 - ,9	- ,0	9 - ,9	6,- 6	3 - , 1	3 - ,2	1,- 1	3.1	5 - 2	- ,8	9, - ,8	1,00	- ,80	- '8
B	ပ	Weight	, 754	1,770	1,787	1,848	1,821	1,956	1,973	1,990	2,007	2,023	1,802	2,175	2, 192	2, 209	2,226	2,361	2,378	2,394	2,411	2,428	2,563	2,580	2,597	2,614	2,630
	Bars		:00	- 60	10	-11-	-0	: 80	- 6	-10"-	-111-	0	18	in m	-10"	-111-	-0		ān	-10"		-0	-8	- 6	-10"-	-11-	- - 0
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		9ZIZ	£ 9	9 9	#2 2	- 9#	5 2	9 5#	#2 2	10	:G :G	#2	.9 5#	12 2	19	£ 9	#5 5	, S = S =	:G :G#	±9	#5 2:	10	9	#5	#5 5	12	±2
		NO.	194	194	194	00	194	194	194	96	194	194	162	194	96	194	194	194	194	194	194	26	194	194	194	20	194
		Weight	2,170	2,598	2,847	2,647	3,063	2,170	2,598	2,647	2,647	3,668	2,598	2,598	2,647	2,647	3,668	2,598	2,598	2,647	3,008	3,668	2,598	2,598	2,647	3,008	3,668
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THE	13H 7	EI	13,	16.	20,	23,	30,	13,	16,	20,	237	301	137	16,	20,	23'	30,	13,	16'	20,	23.	30,	13/	16′	20,	23,	30′
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2	ISI.	x	0-	0-,	0	0	0-	0-7	0	0	0-	0	,0-,	0-	0	0	0	0-,	0-	0-,	1, -0.	2,7	0-,	.0-,	0-	0	0-
5	6 1		ŝ	4	NT.	,4	, at	'n	in	ìo	in	ìn	(O	ù	è	ò	io	7	2-	ì-	P	P	œ	à	òc	DC.	à

3) For each box size, minimum fill height shown shall be used for all aulverts with less than 2'-0" of fill.

Pagarone we ded with the reinforcement sides in meeting the conjections of ASYA Aloga may be used to replice convertional featurements of ASYA Aloga may be used to replice convertional featurement may be used by the ratio of the CASYA MAN and the Booking of regular centers may be used by the ratio of the CASYA MAN and the Stabbourd of the CASYA MAN and the Stabbourd of the CASYA CA

1	HL93 LOADING			SHEET 2 OF 2	. OF	7
	* Texas Department of Transportation	of Trai	dsu	ortstion	Brid Divis Star	Bridge Division Standard
ν,	SINGLE BOX CULVERTS CAST-IN-PLACE o' to 30' EII	XX o	045	ULVEI LACE	87.5	
	5	5 5	-	1		
			S	SCC-8		
FILE	scc08ste.dgn	5N. GAF		CK: LWW Dec 89	TOGX T/HW	Dec BWH/TxD0T cx: G&F
(C)TxD0T	February 2010	COMT	SECT	901	H	HIGHWAY
	ACV1STONS					
10-12: Askes WRN	ed WWW	721C		COUNTY		SHEET NO.
					l	



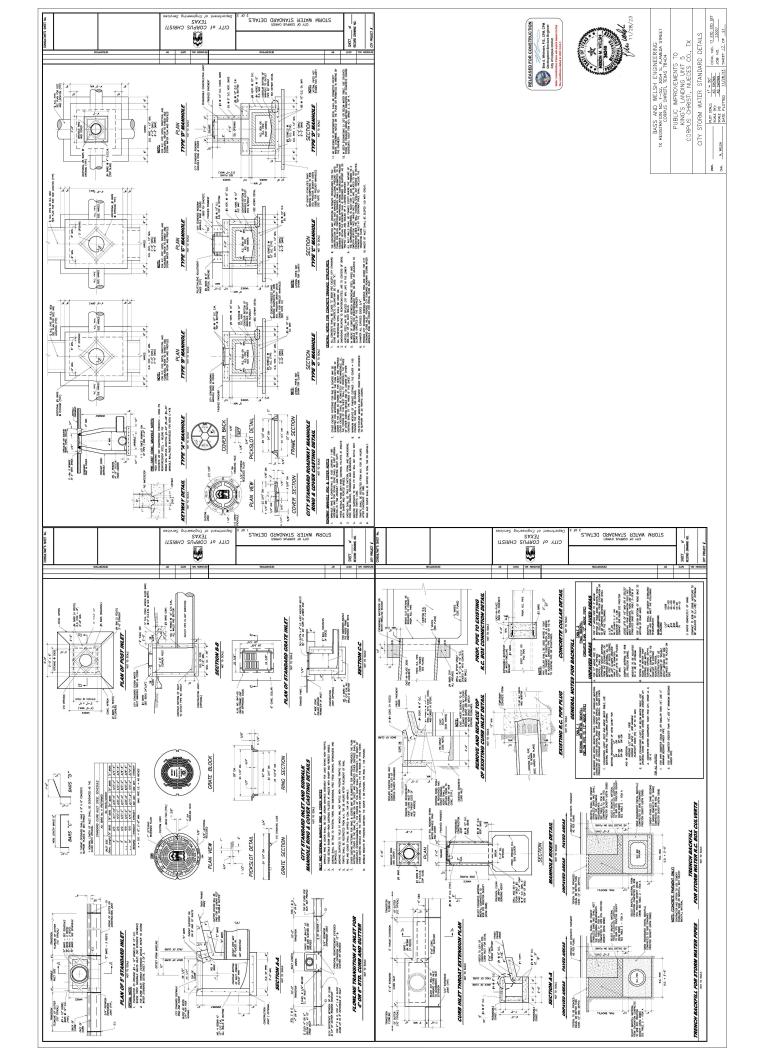
RELEASED FOR CONSTRUCTION

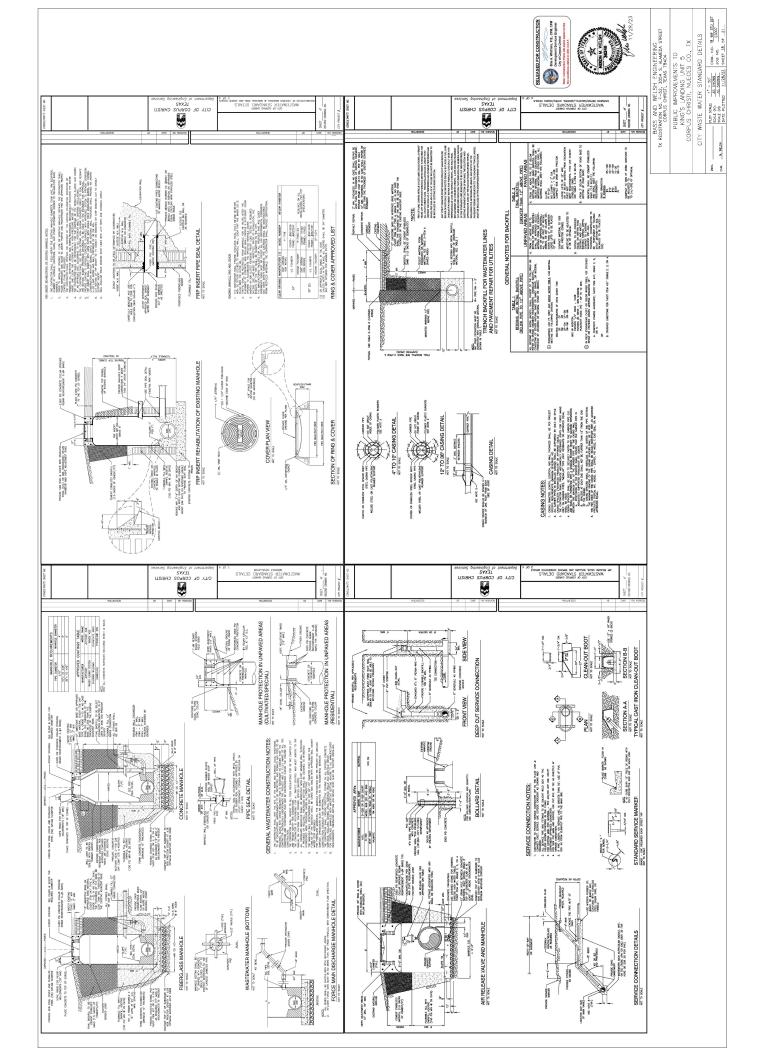
BY A CONSTRUCTION

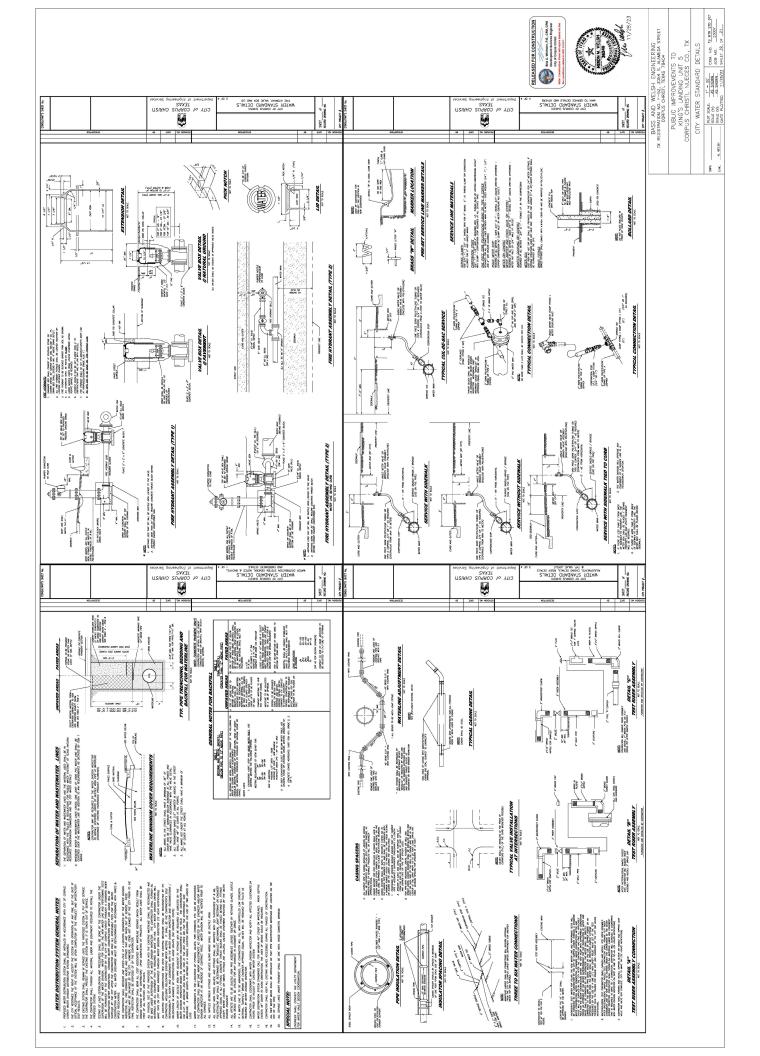
BY A CONSTRUCTION

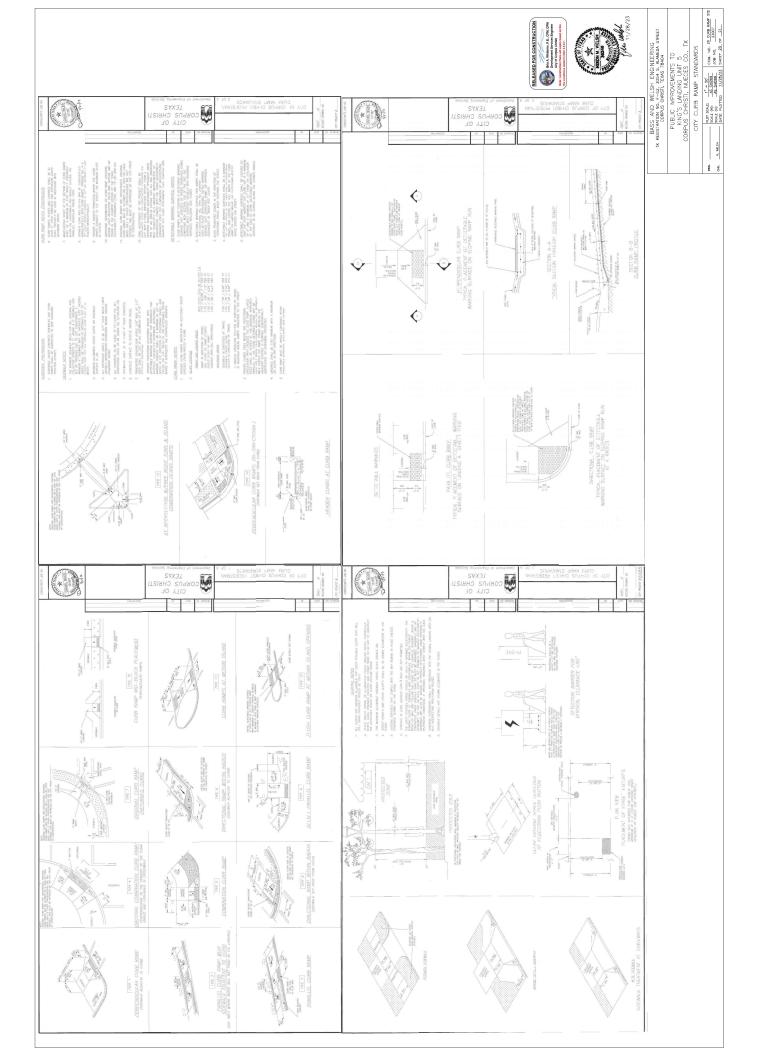
BY A CONSTRUCTION

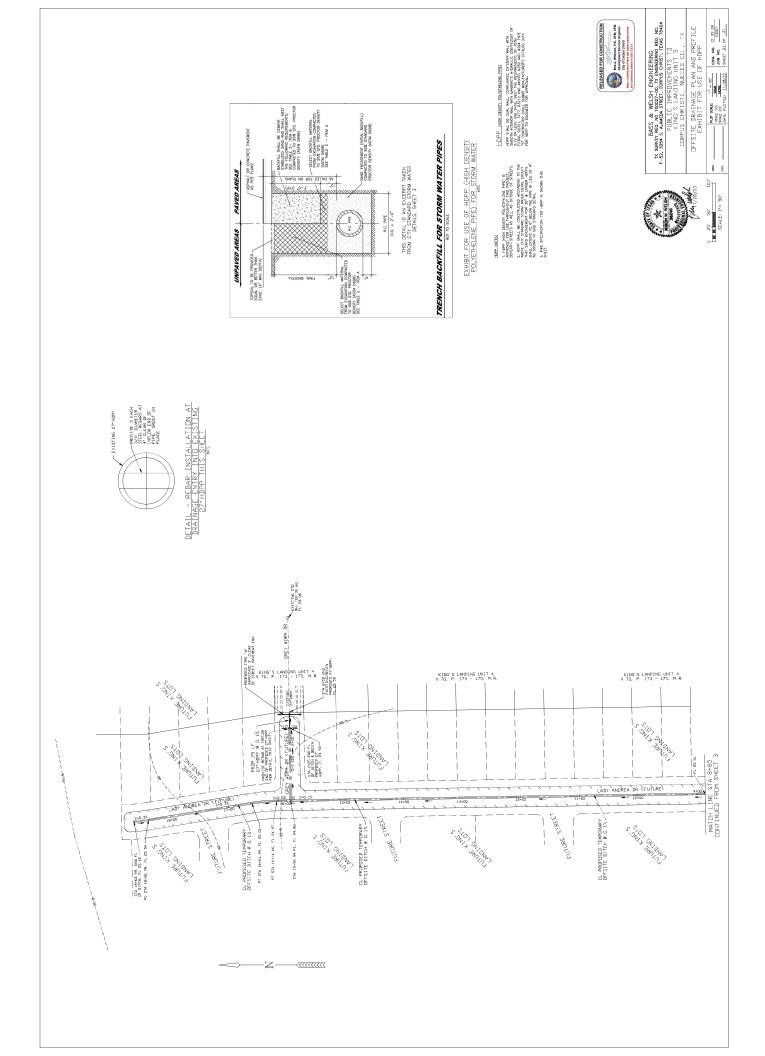
New CONSTRUCTION











# **EXHIBIT 4**

NIXON M. WELSH, P.E., R.P.L.S. Email: NixMW@aol.com

#### BASS WELSH ENGINEERING TX Registration No. F-52 Survey Registration No. 100027-00 P.O. Box 6397 Corpus Christi, TX 78466-6397

3054 S. Alameda St.

23007-PCE-12" 11/14/2023

# KING'S LANDING UNIT 5 REIMBURSEMENT COST ESTIMATE 12" GRID MAIN WATER IMPROVEMENTS REIMBURSABLE BY CITY

WATER I	TEMS	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" PVC PIPE	718	LF	112.00	80,416.00
2	12" CAP TAPPED FOR 2"	1	EA	1,000.00	1,000.00
3	12" TEE	4	EA	1,800.00	7,200.00
4	12" GATE VALVE W/BOX	2	EA	5,300.00	10,600.00
5	12" CROSS	2	EA	2,500.00	5,000.00
6	FIRE HYDRANT ASSEMBLY	2	EA	8,800.00	17,600.00
7	6" 90° EL	2	EA	800.00	1,600.00
8	6" DIA X 30" PVC PIPE NIPPLE	6	EA	775.00	4,650.00
9	6" GATE VALVE W/BOX	2	EA	2,000.00	4,000.00

SUBTOTAL 132,066.00

7% CONTINGENCIES 9244.62

11% ENGINEERING, SURVEYING & TESTING 14,527.26

SUBTOTAL 155,837.88

LESS WATER LOT FEE 24,003.98

TOTAL AMMOUNT REIMBURSABLE \$131,833.90

NIKON M. WELSH

S6240

GISTE

ONE

ONE

ONE

NIKON M. WELSH

# **EXHIBIT 5**



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

TREET: P.O. B	OX 331308	CITY: CC	RPUS CH	RISTI ZIP: 7846	3
IRM is: Corporation	on 🔳 Partnership			Other	
		DISCLOSURE Q		E other	1200
additional space is ne	ecessary, please use	e the reverse side	of this page or attac	ch separate sheet	
. State the names	of each "employe	ee" of the City	6 Camus Ob .: "	having an "ownership i	ntouo
Name	r more of the owne	ership in the abov	e named "firm".		ntere
N/A				ity Department (if known)	
14/74		0	N/A		
State the names					
constituting 3% or	of each "official" more of the owne	of the City of	Corpus Christi	having an "ownership i	ntere
Name	mere of the owner	isinp in the above	Title		
N/A			N/A		
Cénta Al-					
State the names of constituting 3% or Name Mossa Mostag	more of the owner	mber" of the City rship in the above	Board, Commiss	having an "ownership in sion, or Committee evement Advisory Com	
Name Mossa Mostag  State the names of	hasi  each employee or	officer of a "consoft this contract as	Board, Commiss Capital Impro	sion, or Committee	mitte
Name Mossa Mostag  State the names of on any matter relat more of the owners Name N/A	hasi each employee or ted to the subject of ship in the above n	officer of a "consofthis contract areamed "firm".	Board, Commiss Capital Impro  sultant" for the Cit and has an "owners  Consultant  N/A	sion, or Committee evement Advisory Com ty of Corpus Christi who ship interest" constituting	works
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#### **DEFINITIONS**

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "Consultant". Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.