

# 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 Partnership Company.

**WHEREAS**, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on **February 22, 2023** to develop a tract of land, to wit: approximately **16.54** acres known as **Starlight Estates Unit 8 located south of Yorktown Boulevard and west of Krypton Drive** 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:

<b>WATER ITEMS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>TOTAL</b>
1	12" PVC PIPE	1862	LF	\$120.00	\$223,440.00
2	12" CAP TAPPED FOR 2"	2	EA	\$1,250.00	\$2,500.00
3	12" TEE	6	EA	\$1,850.00	\$11,100.00
4	12" GATE VALVE W/BOX	6	EA	\$6,600.00	\$39,600.00
5	12" EL, ANY ANGLE	4	EA	\$1,500.00	\$6,000.00
6	6" PVC PIPE	39	LF	\$80.00	\$3,120.00
7	FIRE HYDRANT ASSEMBLY	3	EA	\$9,200.00	\$27,600.00
8	6" GATE VALVE W/ BOX	3	EA	\$2,000.00	\$6,000.00
9	DOUBLE OR SINGLE WATER SERVICE	21	EA	\$800.00	\$16,800.00
10	6" DIA X 30" PVC PIPE NIPPLE	9	EA	\$775.00	\$6,975.00
				<b>TOTAL</b>	<b>\$ 343,135.00</b>
				<b>7% CONTINGENCIES</b>	<b>\$ 24,019.45</b>
				<b>11% ENGINEERING, SURVEYING, TESTING</b>	<b>\$37,744.85</b>

LESS WATER ACREAGE FEE	\$	11,011.00
<b>TOTAL AMOUNT REIMBURSABLE</b>	<b>\$</b>	<b>393,888.30</b>

- 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 \$11,011.00 lot/acreage fee credit is **\$393,888.30**. 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 **\$393,888.30** 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. DEVELOPER/OWNER TO COMPLETE IMPROVEMENTS

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:

**PMP Development, LP  
P.O. Box 331308  
Corpus Christi, Texas 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. SITE IMPROVEMENTS

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. TIME IS OF THE ESSENCE. 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. WARRANTY

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 the construction, installation, existence, operation, use, 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 this 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 [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

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 <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

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. EFFECTIVE DATE

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.

*Remainder of page intentionally left blank; signature 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 78401**

By: \_\_\_\_\_  
**Moses Mostaghasi  
General Partner**

**STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
**Moses Mostaghasi, General Partner of MPM Development, LP**, a General Partner, on behalf  
of said corporation.

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

# EXHIBIT 1

STATE OF TEXAS §  
COUNTY OF NUECES §

WE, MPM DEVELOPMENT, LP, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF \_\_\_\_\_, THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.

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

\_\_\_\_\_  
MOSSA MOSTAGHASI, GENERAL PARTNER

STATE OF TEXAS §  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MOSSA MOSTAGHASI, GENERAL PARTNER OF MPM DEVELOPMENT, LP.

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

\_\_\_\_\_  
NOTARY PUBLIC, IN AND FOR THE  
STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF NUECES §

WE, \_\_\_\_\_(NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ (NAME),  
\_\_\_\_\_ (TITLE), OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC, IN AND FOR  
THE STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF NUECES §

I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT WE HAVE BEEN ENGAGED TO SET ALL LOT CORNERS UPON COMPLETION OF SUBDIVISION CONSTRUCTION IMPROVEMENTS WITHOUT DELAY.

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

\_\_\_\_\_  
NIXON M. WELSH, R. P. L. S.

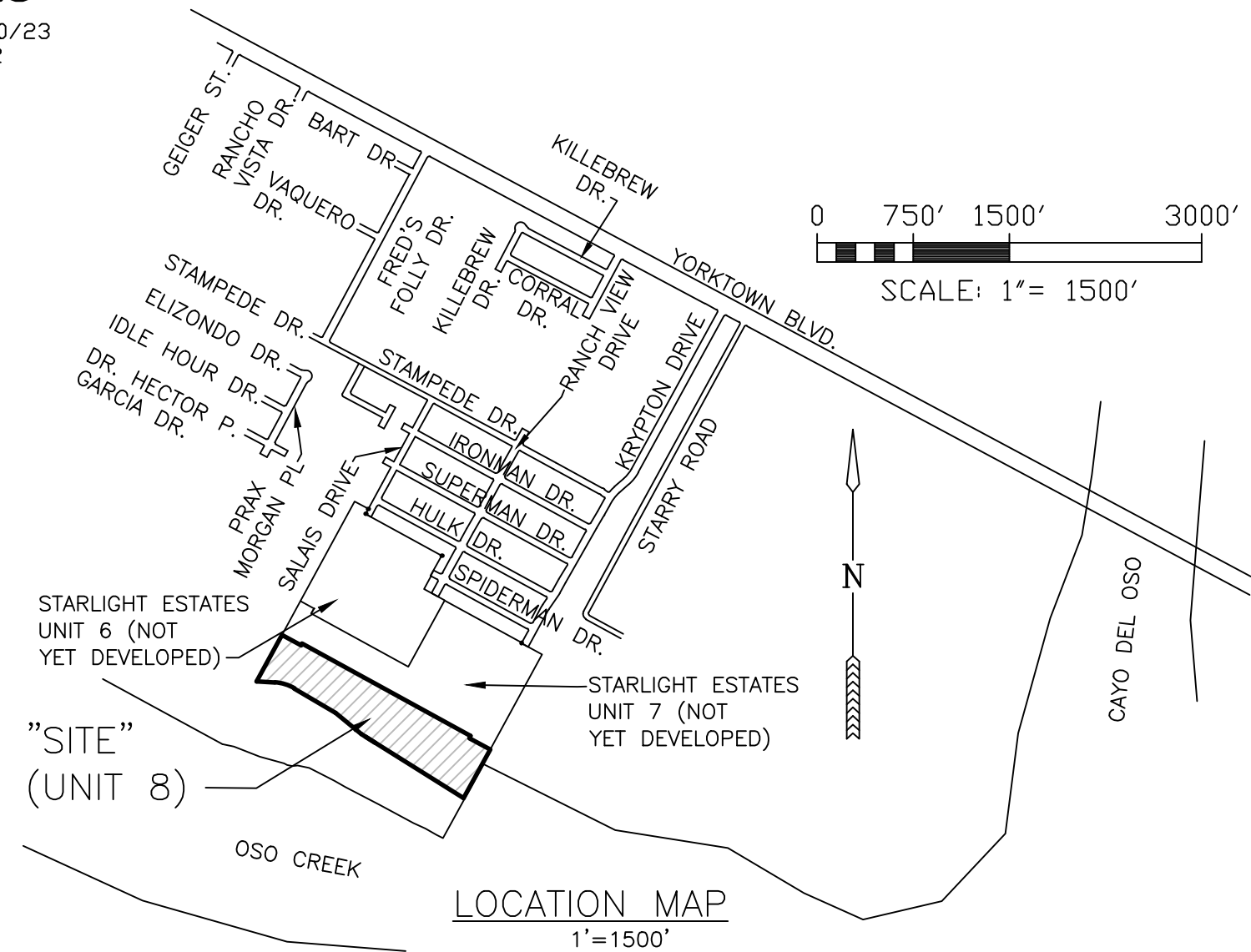
## PLAT OF STARLIGHT ESTATES UNIT 8

FINAL PLAT OF A 16.777 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, SECTION 24, LOTS 6 THRU 11, A MAP OF WHICH IS RECORDED IN VOLUME "A", PAGES 41 – 43, MAP RECORDS, 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: 01/10/23  
CMP. NO.: PLAT–SH2  
JOB NO.: 22004  
SCALE: 1" = 50'  
PLOT SCALE: SAME  
SHEET 1 OF 3



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  
CHAIRMAN

\_\_\_\_\_  
AL RAYMOND, III, AIA  
SECRETARY

### Plat approved. 2/22/23

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 LAST WRITTEN.

BY: \_\_\_\_\_  
DEPUTY

\_\_\_\_\_  
KARA SANDS, CLERK  
COUNTY COURT  
NUECES COUNTY, TEXAS

### 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

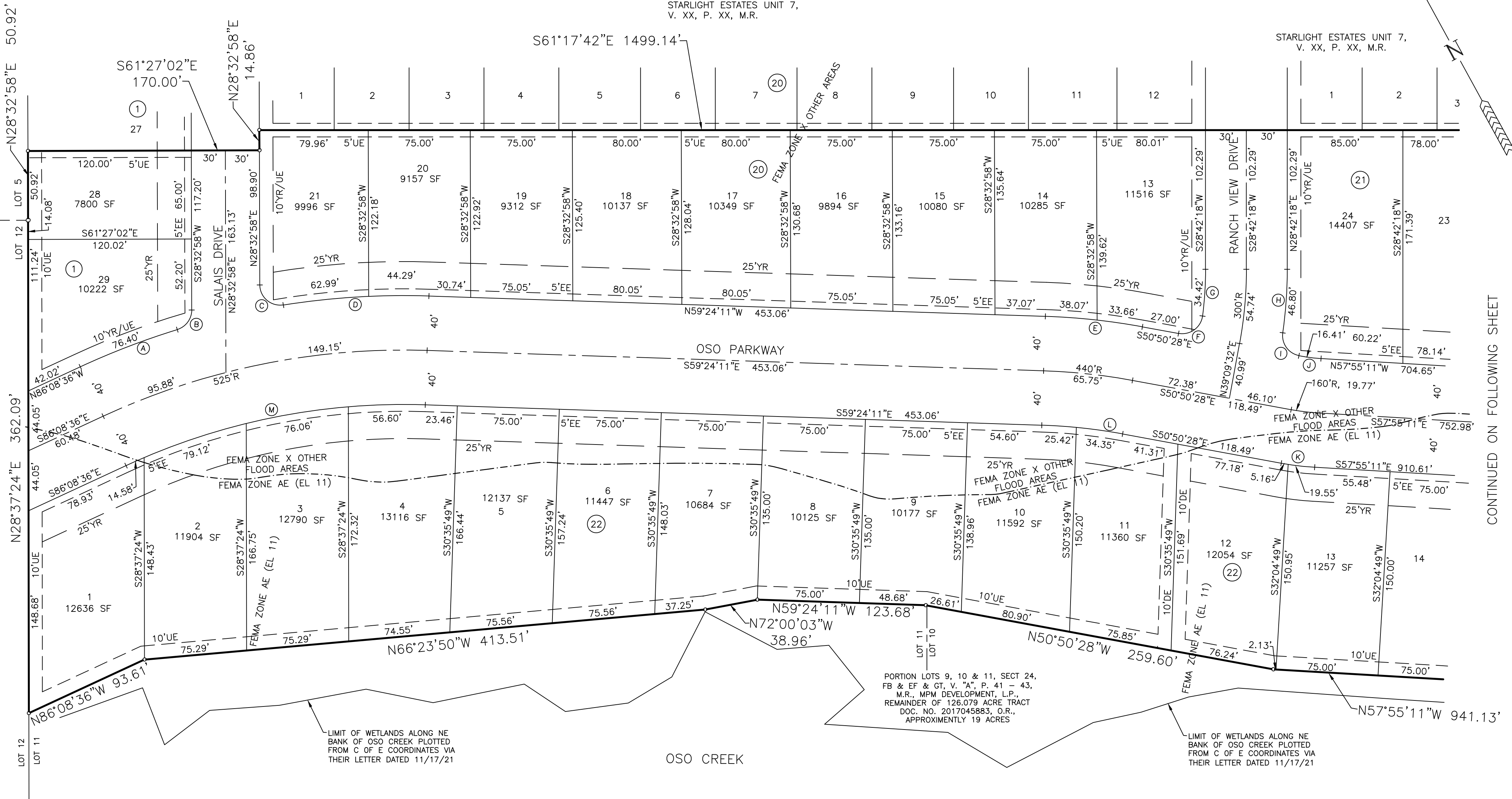
### NOTES

- 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.
- THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.
- FEMA INFORMATION AS SHOWN OR NOTED HEREON IS FROM FEMA MAP, COMMUNITY PANEL 48355C0540G, REVISED PRELIMINARY MAY 30, 2018. ALL OF THE SUBJECT SITE IS IN FEMA ZONE X OTHER FLOOD AREAS AND FEMA ZONE X OTHER AREAS EXCEPT A PORTION OF THE SITE IS IN FEMA ZONE AE (EL 11) AS INDICATED.
- LEGAL DESCRIPTION: A 16.777 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, SECTION 24, LOTS 6 THRU 11, A MAP OF WHICH IS RECORDED IN V. "A", P. 41 – 43, MAP RECORDS, NUECES CO., TX.
- THE TOTAL PLATTED AREA CONTAINS 16.777 ACRES OF LAND INCLUDING STREET DEDICATIONS.
- THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- ALL DRIVEWAYS SHALL CONFORM TO ACCESS MANAGEMENT STANDARDS OUTLINED IN ARTICLE 7 OF THE UDC.
- SET 5/8" IRON RODS AT ALL LOT CORNERS WHEREVER POSSIBLE OTHERWISE SET CHISEL MARKS IN CONCRETE OR NAILS AT LOT CORNERS. ALL IRON RODS SET CONTAIN CAPS LABELED BASS AND WELSH ENGINEERING.

LOTS 5 & 12 SECTION 24 AND LOTS 21 & 28, SECT  
25, FB & EF & GT, V. "A", P. 41 - 43, M.R. GULFWAY  
SHOPPING CENTER, DOC. NO. 2004034665, O.R.

STARLIGHT ESTATES UNIT 7,  
V. XX, P. XX, M.R.

STARLIGHT ESTATES UNIT 7,  
V. XX, P. XX, M.R.



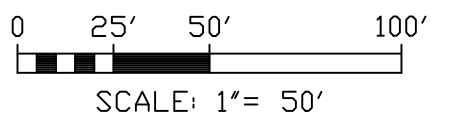
CONTINUED ON FOLLOWING SHEET

#### CURVE DATA

(A) $\Delta=07^{\circ}44'51''$ R=565.00' T=38.26' L=76.40' CB=N82°16'12"W CH=76.34'	(D) $\Delta=10^{\circ}52'45''$ R=565.00' T=53.80' L=107.28' CB=N64°50'34"W CH=107.12'	(G) $\Delta=07^{\circ}18'16''$ R=270.00' T=17.23' L=34.42' CB=S32°21'26"W CH=34.40'	(J) $\Delta=07^{\circ}50'10''$ R=120.00' T=8.22' L=16.41' CB=N54°00'06"W CH=16.40'	(M) $\Delta=26^{\circ}44'26''$ R=485.00' T=115.28' L=226.35' CB=S72°46'24"E CH=224.30'
(B) $\Delta=73^{\circ}03'16''$ R=15.00' T=11.11' L=19.13' CB=S65°04'36"W CH=17.86'	(E) $\Delta=08^{\circ}33'43''$ R=480.00' T=35.93' L=71.73' CB=N55°07'19"W CH=71.66'	(H) $\Delta=08^{\circ}07'30''$ R=330.00' T=23.44' L=46.80' CB=N32°46'03"E CH=46.76'	(K) $\Delta=07^{\circ}04'44''$ R=200.00' T=12.37' L=24.71' CB=S54°22'50"E CH=24.69'	(N) $\Delta=93^{\circ}22'59''$ R=15.00' T=15.91' L=24.45' CB=S75°23'20"W CH=21.83'
(C) $\Delta=98^{\circ}49'54''$ R=15.00' T=17.51' L=25.87' CB=N20°51'59"W CH=22.78'	(F) $\Delta=93^{\circ}08'58''$ R=15.00' T=15.85' L=24.39' CB=S82°35'03"W CH=21.79'	(I) $\Delta=86^{\circ}54'50''$ R=15.00' T=14.21' L=22.75' CB=N06°37'36"W CH=20.63'	(L) $\Delta=08^{\circ}33'43''$ R=400.00' T=29.94' L=59.77' CB=S55°07'19"E CH=59.72'	(O) $\Delta=86^{\circ}37'03''$ R=15.00' T=14.14' L=22.68' CB=N14°36'41"W CH=20.58'

#### 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



## PLAT OF STARLIGHT ESTATES UNIT 8 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: 01/10/23  
PLAT-SH2 AS PLAT  
JOB NO.: 22004  
SCALE: 1" = 50'  
PLOT SCALE: SAME  
SHEET 2 OF 3



# EXHIBIT 2



## **UDC Agreement Application**

Date of Application: 1-16-24

Type of Agreement Requested: Deferment ☐ Reimbursement ☒ Participation ☐

Approved Plat Name: Starlight Estates Unit 8

Public Improvement Type: Water Reimbursement

Approved Public Improvement Plans: Y ☐ N ☐

Cost Estimate for Public Improvements: \$390,509.67

Ownership and authorized signatories to enter into the agreement: MPM Development, LP  
Mossa (Moses) Mostaghasi

### **Contact Information**

Name: Mossa (Moses) Mostaghasi

E-mail address: motheopro99@aol.com

Phone Number: 361-774-3832

Preferred Method of Contact: Email ☒ Phone ☐ Other ☐  
If other, provide detail:

Company Name entering into the agreement: MPM Development, LP

Company Address: PO Box 331308 Corpus Christi, TX 78463

  
Applicant's Signature & Title

General Partner

**Submit Application Electronically to:**  
[contractsandagreements@cctexas.com](mailto:contractsandagreements@cctexas.com)

**Mail to:**

Development Services

Attn: Business Manager

2406 Leopard St. Suite 100

Corpus Christi, Texas 78408

# EXHIBIT 3





STARLIGHT ESTATES UNIT 7,  
V. 24, P. 24, M.R.

S6117'42"E 1495.14'

S6117'20"E 170.00'

N28°37'58"E

50.92, 58'E

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

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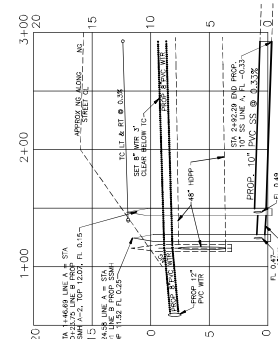
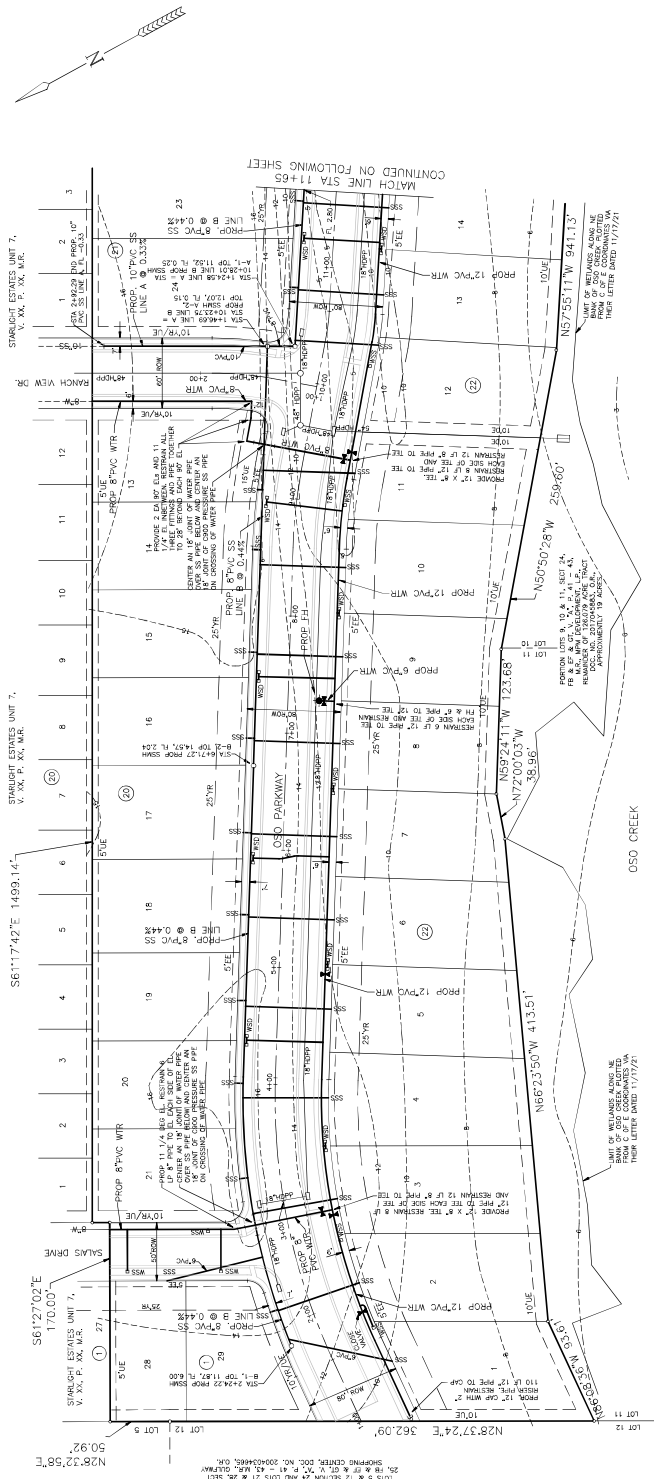
LOT 330

LOT 331

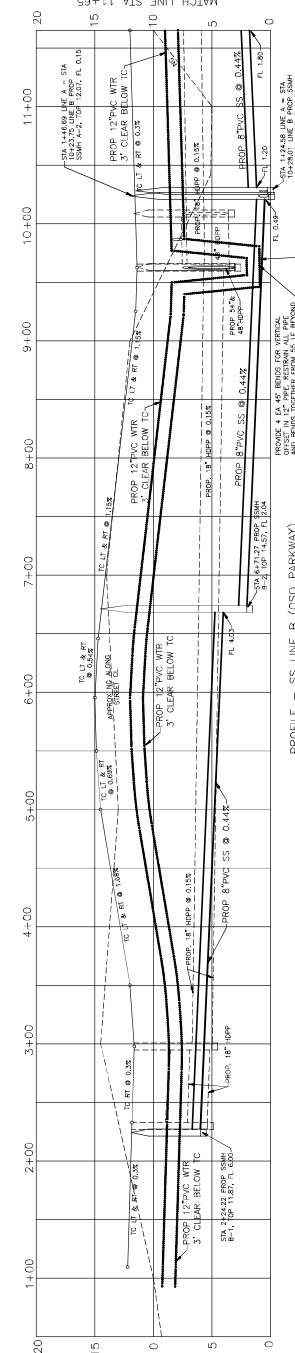
LOT 332

LOT 333





PROFILE - SS LINE A (BRANCH VIEW DRIVE)



PROFILE - SS LINE B (OSO PARKWAY)

CONTINUED ON FOLLOWING SHEET

DATE	11/17/21
BY	W. A. WELSH
CHECKED	W. A. WELSH
IN CHARGE	W. A. WELSH
SCALE	1" = 40'
DATE PLOTTED	02/22/22
SHEET	4 OF 21

RELEASED FOR CONSTRUCTION

W. A. WELSH, P.E., CEM, CPM  
Civil Engineer  
City of Corpus Christi  
W. A. WELSH & ASSOCIATES, P.C.  
1100 N. Nueces Street, Suite 200  
Corpus Christi, TX 78401  
Phone: 361.841.1111  
Fax: 361.841.1112

SEAL

W. A. WELSH  
P.E.  
1100 N. Nueces Street, Suite 200  
Corpus Christi, TX 78401  
Phone: 361.841.1111  
Fax: 361.841.1112

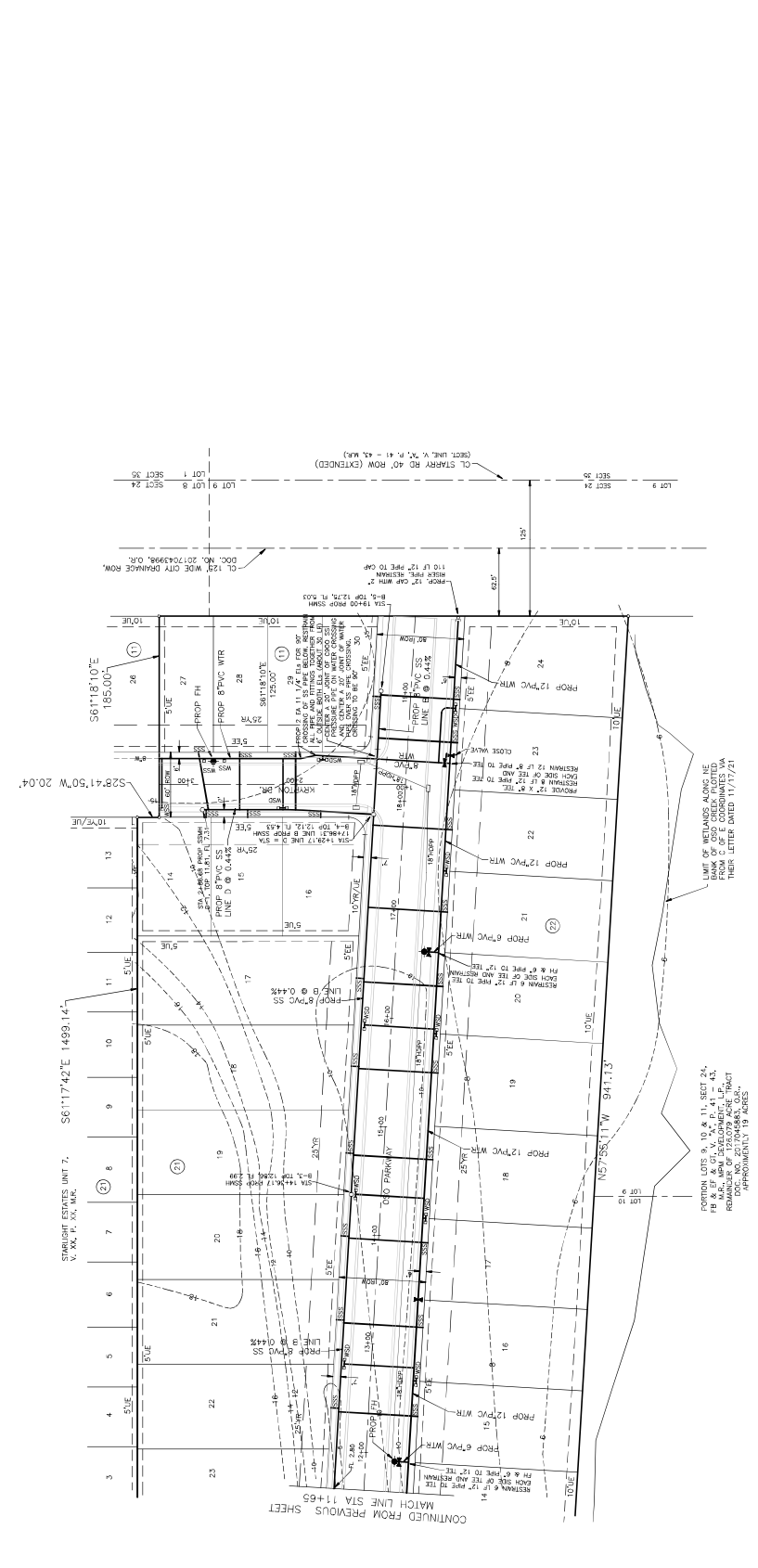
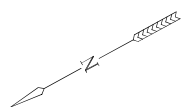
BASS & WELSH ENGINEERING  
1100 N. Nueces Street, Suite 200  
Corpus Christi, TX 78401  
Phone: 361.841.1111  
Fax: 361.841.1112

PUBLIC IMPROVEMENTS TO  
STARLIGHT ESTATES UNIT 8  
CORPUS CHRISTI, NUECES CO., TX

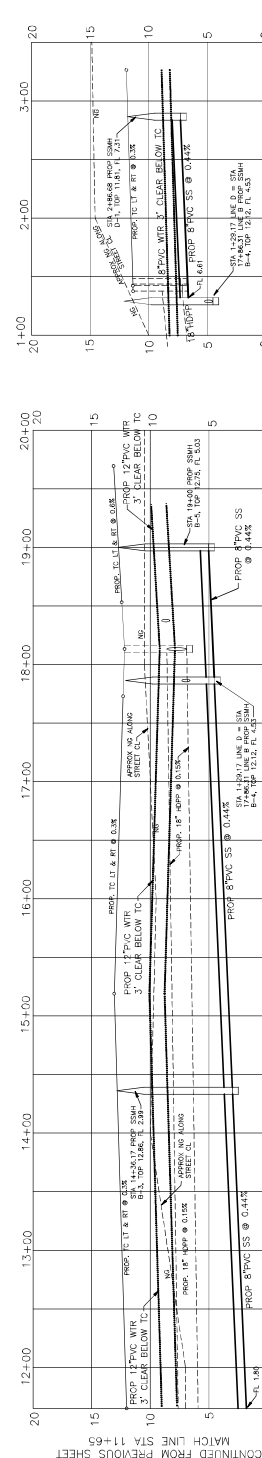
SANITARY SEWER AND WATER  
PLAN AND PROFILE

FILE: HSD-AS-SW  
SCALE: 1" = 40'  
SCALE: 1" = 20'  
DATE: 11/17/21

JOB NO.: 22004  
SHEET: 4 OF 21



OSO CREEK



PROFILE - SS LINE B (OSO PARKWAY)

PROFILE - SS LINE D (KRYPTON DR)



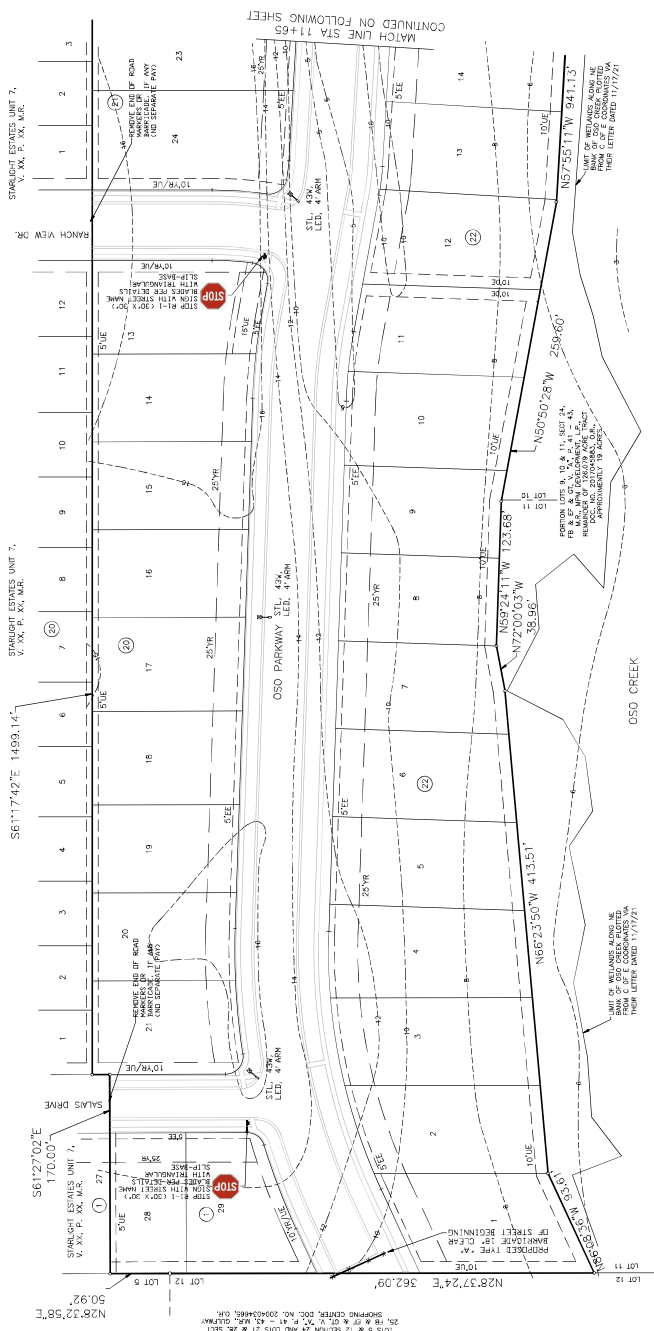
BASS & WELSH ENGINEERING  
1000 N. GILBERT STREET, SUITE 100  
CORPUS CHRISTI, TEXAS 78404  
F-52, 2024 S. ALAMDA STREET, CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO  
STARLIGHT ESTATES UNIT 8  
CORPUS CHRISTI, NUECES CO., TX

SANITARY SEWER AND WATER  
PLAN AND PROFILE

FILE: 2024-01-01  
SCALE: 1"=50'  
DATE: 1/15/24  
SHEET 5 OF 21





ESTIMATE SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" PVC PIPE	1862	LF
2	12" CPV DIPPED FOR 2"	2	EA
3	12" CPV W/ ANGLE	8	EA
4	12" CPV W/ ANGLE	8	EA
5	12" CPV W/ ANGLE	8	EA
6	12" CPV W/ ANGLE	8	EA
7	12" CPV W/ ANGLE	8	EA
8	12" CPV W/ ANGLE	8	EA
9	12" CPV W/ ANGLE	8	EA
10	12" CPV W/ ANGLE	8	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" CPV W/ ANGLE	8	EA
2	12" CPV W/ ANGLE	8	EA
3	12" CPV W/ ANGLE	8	EA
4	12" CPV W/ ANGLE	8	EA
5	12" CPV W/ ANGLE	8	EA
6	12" CPV W/ ANGLE	8	EA
7	12" CPV W/ ANGLE	8	EA
8	12" CPV W/ ANGLE	8	EA
9	12" CPV W/ ANGLE	8	EA
10	12" CPV W/ ANGLE	8	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" CPV W/ ANGLE	8	EA
2	12" CPV W/ ANGLE	8	EA
3	12" CPV W/ ANGLE	8	EA
4	12" CPV W/ ANGLE	8	EA
5	12" CPV W/ ANGLE	8	EA
6	12" CPV W/ ANGLE	8	EA
7	12" CPV W/ ANGLE	8	EA
8	12" CPV W/ ANGLE	8	EA
9	12" CPV W/ ANGLE	8	EA
10	12" CPV W/ ANGLE	8	EA

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" CPV W/ ANGLE	8	EA
2	12" CPV W/ ANGLE	8	EA
3	12" CPV W/ ANGLE	8	EA
4	12" CPV W/ ANGLE	8	EA
5	12" CPV W/ ANGLE	8	EA
6	12" CPV W/ ANGLE	8	EA
7	12" CPV W/ ANGLE	8	EA
8	12" CPV W/ ANGLE	8	EA
9	12" CPV W/ ANGLE	8	EA
10	12" CPV W/ ANGLE	8	EA

RELEASED FOR CONSTRUCTION

Tim A. Williams, P.E., CEM, CPM  
City of Corpus Christi  
Water & Sewer Department  
11/17/21

SEAL

Tim A. Williams, P.E., CEM, CPM  
City of Corpus Christi  
Water & Sewer Department  
11/17/21

0 25' 50' 100'

SCALE: 1" = 50'

ESTIMATE SUMMARY NOTE:  
QUANTITIES AND PRICES ARE BASED ON  
THE ASSUMPTIONS AND CONDITIONS  
NOTED HEREIN. THE CONTRACTOR  
SHALL BE RESPONSIBLE FOR  
OBTAINING ALL NECESSARY  
PERMITS AND APPROVALS FROM  
THE CITY OF CORPUS CHRISTI.

PROJECT: ST. JOE'S CATHEDRAL  
LOCATION: 1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
DATE: 11/17/21

PROJECT: ST. JOE'S CATHEDRAL  
LOCATION: 1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
DATE: 11/17/21

PROJECT: ST. JOE'S CATHEDRAL  
LOCATION: 1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
DATE: 11/17/21

PROJECT: ST. JOE'S CATHEDRAL  
LOCATION: 1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
DATE: 11/17/21

BASS & WELSH ENGINEERING  
1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
F-52, 2004 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO  
ST. JOE'S CATHEDRAL UNIT 8  
CORPUS CHRISTI, TEXAS  
STREET SIGN AND LIGHT POLE PLAN  
AND ESTIMATE SUMMARY

PROJECT: ST. JOE'S CATHEDRAL  
LOCATION: 1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
DATE: 11/17/21

PROJECT: ST. JOE'S CATHEDRAL  
LOCATION: 1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
DATE: 11/17/21

PROJECT: ST. JOE'S CATHEDRAL  
LOCATION: 1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
DATE: 11/17/21

PROJECT: ST. JOE'S CATHEDRAL  
LOCATION: 1000 S. 14TH ST., CORPUS CHRISTI, TX 78404  
DATE: 11/17/21





## POLLUTION PREVENTION NOTES

- [illegible]

PLAN (SWEEP).

**RELEASED FOR CONSTRUCTION**

 **Bria A. Whitman, P.E., CFM, CPM**  
Development Services Engineer  
City of Corpus Christi

**Note:** Construction Permit valid based on the conditions stated in LDCP 3-8-8-5



**BASS & WELSH ENGINEERING**  
REG. NO 100027-00, TX ENGINEERING REG. NO.  
S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO  
STARLIGHT ESTATES UNIT 8  
CORPUS CHRISTI, NUECES CO., TEXAS

FROM WATER PROLIFERATION PREVENTION BY ANI

PLOT SCALE: 1" = 50'  
SCALE (H): 1" = 50'  
SCALE (V): 1" = 5'  
DATE PLOTTED: 01/26/24  
FILE: P001 AS SHIP  
JOB NO: 22004  
SHEET # OF 21

LINE	QTY	UNIT	PRICE	AMOUNT	TAX	TOTAL
1	1	EA	10.00	10.00	0.00	10.00
2	1	EA	10.00	10.00	0.00	10.00
3	1	EA	10.00	10.00	0.00	10.00
4	1	EA	10.00	10.00	0.00	10.00
5	1	EA	10.00	10.00	0.00	10.00
6	1	EA	10.00	10.00	0.00	10.00
7	1	EA	10.00	10.00	0.00	10.00
8	1	EA	10.00	10.00	0.00	10.00
9	1	EA	10.00	10.00	0.00	10.00
10	1	EA	10.00	10.00	0.00	10.00
11	1	EA	10.00	10.00	0.00	10.00
12	1	EA	10.00	10.00	0.00	10.00
13	1	EA	10.00	10.00	0.00	10.00
14	1	EA	10.00	10.00	0.00	10.00
15	1	EA	10.00	10.00	0.00	10.00
16	1	EA	10.00	10.00	0.00	10.00
17	1	EA	10.00	10.00	0.00	10.00
18	1	EA	10.00	10.00	0.00	10.00
19	1	EA	10.00	10.00	0.00	10.00
20	1	EA	10.00	10.00	0.00	10.00
21	1	EA	10.00	10.00	0.00	10.00
22	1	EA	10.00	10.00	0.00	10.00
23	1	EA	10.00	10.00	0.00	10.00
24	1	EA	10.00	10.00	0.00	10.00
25	1	EA	10.00	10.00	0.00	10.00
26	1	EA	10.00	10.00	0.00	10.00
27	1	EA	10.00	10.00	0.00	10.00
28	1	EA	10.00	10.00	0.00	10.00
29	1	EA	10.00	10.00	0.00	10.00
30	1	EA	10.00	10.00	0.00	10.00
31	1	EA	10.00	10.00	0.00	10.00
32	1	EA	10.00	10.00	0.00	10.00
33	1	EA	10.00	10.00	0.00	10.00
34	1	EA	10.00	10.00	0.00	10.00
35	1	EA	10.00	10.00	0.00	10.00
36	1	EA	10.00	10.00	0.00	10.00
37	1	EA	10.00	10.00	0.00	10.00
38	1	EA	10.00	10.00	0.00	10.00
39	1	EA	10.00	10.00	0.00	10.00
40	1	EA	10.00	10.00	0.00	10.00
41	1	EA	10.00	10.00	0.00	10.00
42	1	EA	10.00	10.00	0.00	10.00
43	1	EA	10.00	10.00	0.00	10.00
44	1	EA	10.00	10.00	0.00	10.00
45	1	EA	10.00	10.00	0.00	10.00
46	1	EA	10.00	10.00	0.00	10.00
47	1	EA	10.00	10.00	0.00	10.00
48	1	EA	10.00	10.00	0.00	10.00
49	1	EA	10.00	10.00	0.00	10.00
50	1	EA	10.00	10.00	0.00	10.00
51	1	EA	10.00	10.00	0.00	10.00
52	1	EA	10.00	10.00	0.00	10.00
53	1	EA	10.00	10.00	0.00	10.00
54	1	EA	10.00	10.00	0.00	10.00
55	1	EA	10.00	10.00	0.00	10.00
56	1	EA	10.00	10.00	0.00	10.00

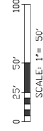




**RELEASED FOR CONSTRUCTION**

 **Bria A. Whitmore, P.E., CFM, CFM**  
Development Services Engineer  
City of Corpus Christi

*Note: Construction Permit will expire based on the  
Reconstruction started in 1200, 1345.*



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

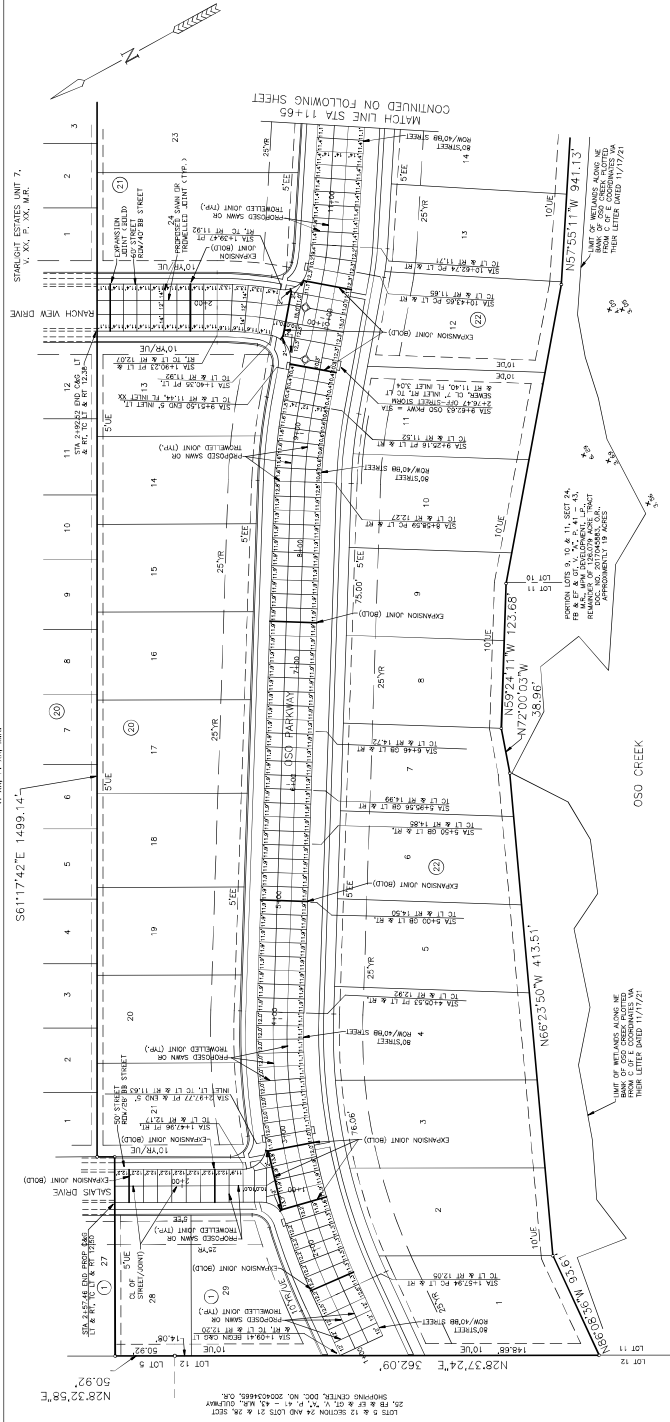
PUBLIC IMPROVEMENTS TO  
STARLIGHT ESTATES UNIT 8  
CORPUS CHRISTI, NUECES CO.,  
3000 S. ALAMEDA STREET, CORPUS CHRISTI,  
TEXAS 78401

STORM WATER POLLUTION PREVENTION PLAN

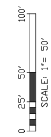
PLOT SCALE: 1" = 50'  
SCALE (H): 1" = 50'  
SCALE (V): 1" = 5'  
DATE PLOTTED 1/5/24  
FILE: PG02 AS SW  
JOB NO: 22004  
SHEET 9 OF 21

Category	Yes	No	Total
1. Do you have a job?	10	10	20
2. Do you have a car?	10	10	20
3. Do you have a house?	10	10	20
4. Do you have a family?	10	10	20
5. Do you have a pet?	10	10	20
6. Do you have a garden?	10	10	20
7. Do you have a car?	10	10	20
8. Do you have a house?	10	10	20
9. Do you have a family?	10	10	20
10. Do you have a pet?	10	10	20
11. Do you have a garden?	10	10	20
12. Do you have a car?	10	10	20
13. Do you have a house?	10	10	20
14. Do you have a family?	10	10	20
15. Do you have a pet?	10	10	20
16. Do you have a garden?	10	10	20
17. Do you have a car?	10	10	20
18. Do you have a house?	10	10	20
19. Do you have a family?	10	10	20
20. Do you have a pet?	10	10	20
21. Do you have a garden?	10	10	20
22. Do you have a car?	10	10	20
23. Do you have a house?	10	10	20
24. Do you have a family?	10	10	20
25. Do you have a pet?	10	10	20
26. Do you have a garden?	10	10	20
27. Do you have a car?	10	10	20
28. Do you have a house?	10	10	20
29. Do you have a family?	10	10	20
30. Do you have a pet?	10	10	20
31. Do you have a garden?	10	10	20
32. Do you have a car?	10	10	20
33. Do you have a house?	10	10	20
34. Do you have a family?	10	10	20
35. Do you have a pet?	10	10	20
36. Do you have a garden?	10	10	20
37. Do you have a car?	10	10	20
38. Do you have a house?	10	10	20
39. Do you have a family?	10	10	20
40. Do you have a pet?	10	10	20
41. Do you have a garden?	10	10	20
42. Do you have a car?	10	10	20
43. Do you have a house?	10	10	20
44. Do you have a family?	10	10	20
45. Do you have a pet?	10	10	20
46. Do you have a garden?	10	10	20
47. Do you have a car?	10	10	20
48. Do you have a house?	10	10	20
49. Do you have a family?	10	10	20
50. Do you have a pet?	10	10	20
51. Do you have a garden?	10	10	20
52. Do you have a car?	10	10	20
53. Do you have a house?	10	10	20
54. Do you have a family?	10	10	20
55. Do you have a pet?	10	10	20
56. Do you have a garden?	10	10	20
57. Do you have a car?	10	10	20
58. Do you have a house?	10	10	20
59. Do you have a family?	10	10	20
60. Do you have a pet?	10	10	20
61. Do you have a garden?	10	10	20
62. Do you have a car?	10	10	20
63. Do you have a house?	10	10	20
64. Do you have a family?	10	10	20
65. Do you have a pet?	10	10	20
66. Do you have a garden?	10	10	20
67. Do you have a car?	10	10	20
68. Do you have a house?	10	10	20
69. Do you have a family?	10	10	20
70. Do you have a pet?	10	10	20
71. Do you have a garden?	10	10	20
72. Do you have a car?	10	10	20
73. Do you have a house?	10	10	20
74. Do you have a family?	10	10	20
75. Do you have a pet?	10	10	20
76. Do you have a garden?	10	10	20
77. Do you have a car?	10	10	20
78. Do you have a house?	10	10	20
79. Do you have a family?	10	10	20
80. Do you have a pet?	10	10	20
81. Do you have a garden?	10	10	20
82. Do you have a car?	10	10	20
83. Do you have a house?	10	10	20
84. Do you have a family?	10	10	20
85. Do you have a pet?	10	10	20
86. Do you have a garden?	10	10	20
87. Do you have a car?	10	10	20
88. Do you have a house?	10	10	20
89. Do you have a family?	10	10	20
90. Do you have a pet?	10	10	20
91. Do you have a garden?	10	10	20
92. Do you have a car?	10	10	20
93. Do you have a house?	10	10	20
94. Do you have a family?	10	10	20
95. Do you have a pet?	10	10	20
96. Do you have a garden?	10	10	20
97. Do you have a car?	10	10	20
98. Do you have a house?	10	10	20
99. Do you have a family?	10	10	20
100. Do you have a pet?	10	10	20





TRAVIS A. WILLIAMS, P.E., CEM, CMAA TX SURVEY REG. NO. 10002-0001, TX ENGINEERING REG. NO. F-52, 3004 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404
PUBLIC IMPROVEMENTS TO STARLIGHT ESTATES UNIT 8 CORPUS CHRISTI, NUECES CO., TX
JOINTING PLAN FOR CONCRETE PAVING
FILE: 1117721.DWG JOB NO.: 22004 SCALE: 1"=50' DATE PLOTTED: 04/24/24 SHEET: 11 OF 21







## 5

HDPP (HIGH DENSITY POLYETHYLENE PIPE)

3. PIPE SPECIFICATION FOR HDPP IS SHOWN THIS

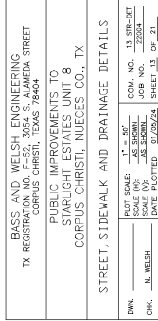


NTS



## FLCP (PORTLAND CEMENT CONCRETE PAVING) NOTES

5. LONGITUDINAL JOINTS SHALL BE PLACED THE FULL LENGTH ALONG THE STREET CENTER LINES FOR 26' 00" STREETS AND THE FULL LENGTH FOR 40' 00" STREETS EXCEPT WHERE SHOWN OTHERWISE AT STREET INTERSECTIONS OR MANHOLES. TRANSVERSE JOINTS SHALL BE PLACED AT 12' CENTERS EXCEPT WHERE SHOWN OTHERWISE. LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE SHOWN CONTRACTION

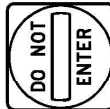
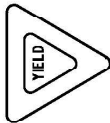








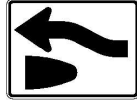
**REQUIREMENTS FOR RED BACKGROUND  
REGULATORY SIGNS**  
(STOP, YIELD, DO NOT ENTER AND  
WRONG WAY SIGNS)



**REQUIREMENTS FOR FOUR  
SPECIFIC SIGNS ONLY**

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

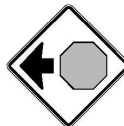
**REQUIREMENTS FOR WHITE BACKGROUND  
REGULATORY SIGNS**  
(EXCLUDING STOP, YIELD, DO NOT ENTER AND  
WRONG WAY SIGNS)



## TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	STON FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND, BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

## REQUIREMENTS FOR WARNING SIGNS



## TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLUORESCENT YELLOW	TYPE B <sub>FL</sub> OR C <sub>FL</sub> SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING



## TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLUORESCENT YELLOW GREEN	TYPE B <sub>1</sub> OR C <sub>1</sub> SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
	RED	TYPE B OR C SHEETING

## GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and order as shown on sign fabrication sheet. Standard sign designs and arrow dimensions can be found in the "Federal Highway Sign Design for Texas" (SHSD), (SHSD).
2. Sign legend shall use the Standard Highway Administration (FHWA) Standard Highway Alphabet (B, C, D, E, Road or T).
3. Lettering spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheathing, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent cut-out white sheathing to colored background sheathing, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored cut-out white sheathing to colored background sheathing, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SAD series" Standard Sign Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.  
<http://www.txdot.gov/>

[illegible]

15CLIMERS:  
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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

STARLIGHT ESTATES UNIT 8  
CORPUS CHRISTI, NUECES CO., TX

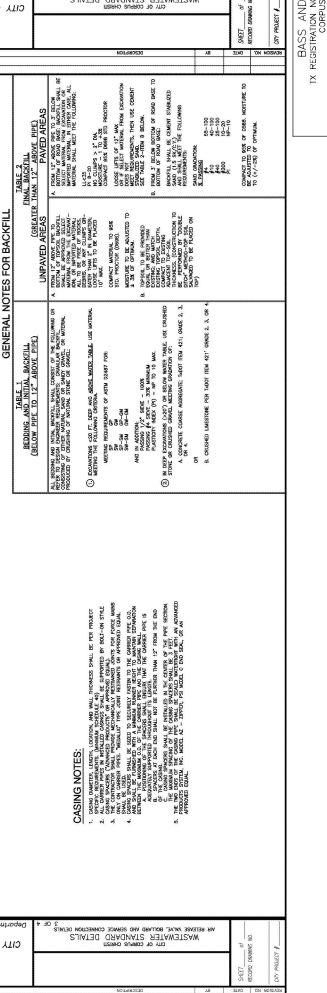
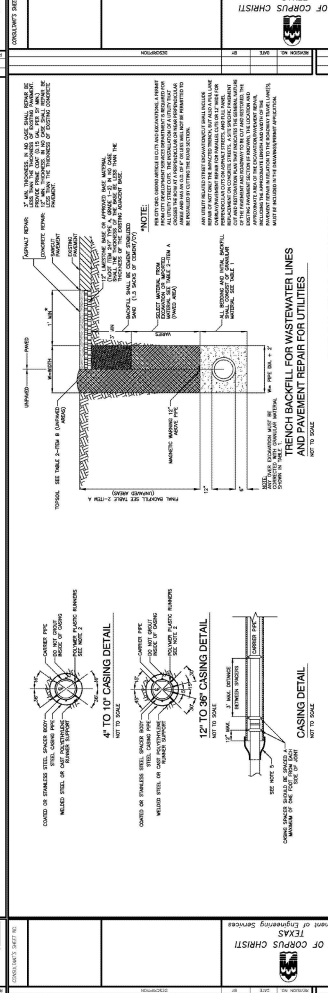
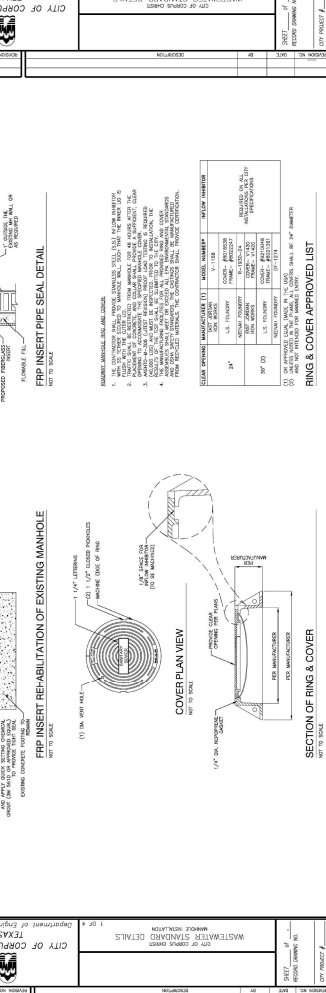
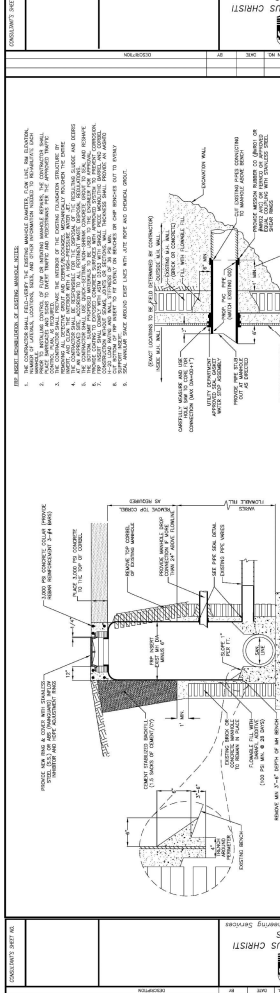
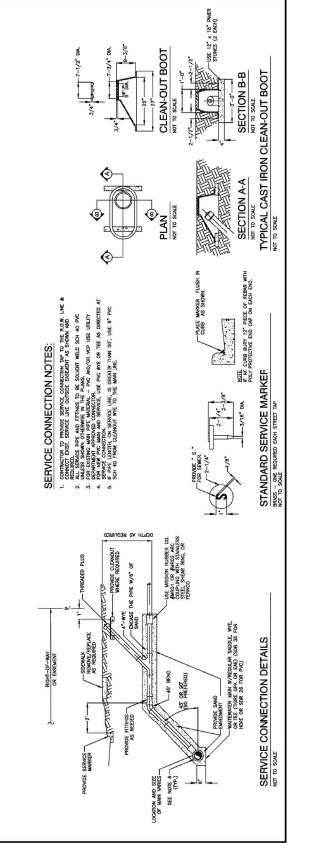
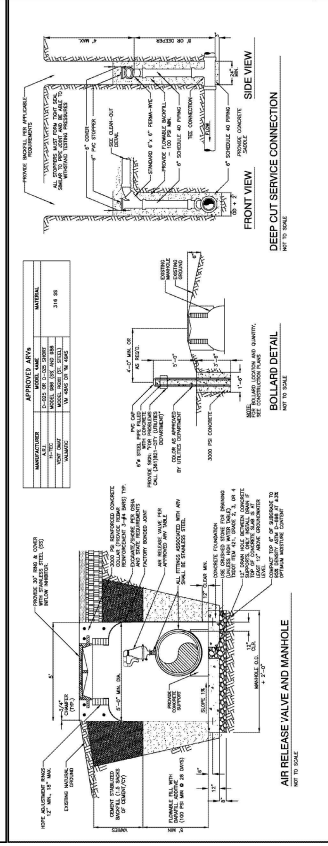
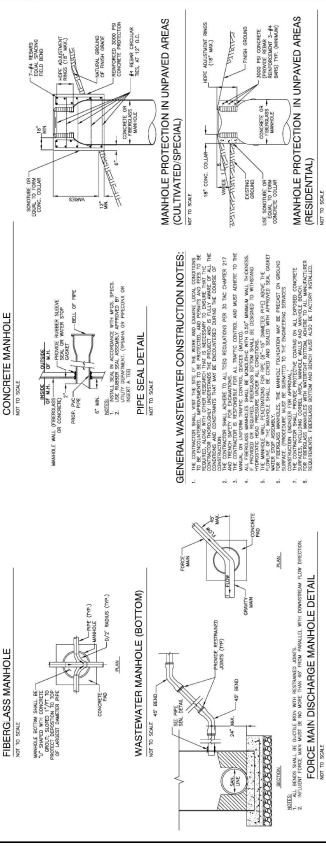
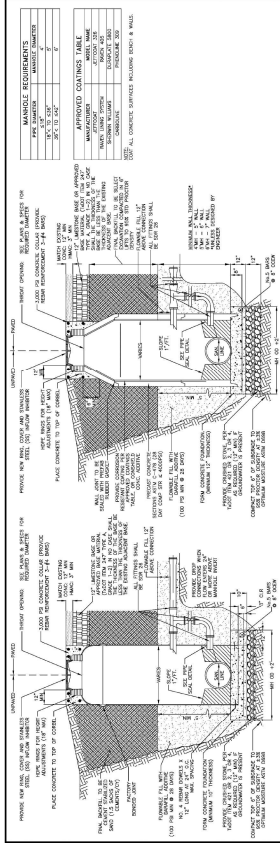
DRAWN	PLOT SCALE: 1" = 50' SCALE (H): AS SHOWN SCALE (V): AS SHOWN	COM. NO. JOB NO.	16 DTDOT TYP SIGN REQ 22004
DATE	N. WELSH		0.2







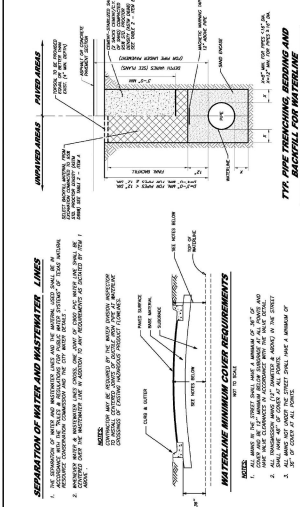




- WATER DISTRIBUTION SYSTEM GENERAL NOTES**
1. THE DISTRIBUTION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI WATER DEPARTMENT'S STANDARD SPECIFICATIONS FOR WATER MAINS AND WATER SERVICE LINES.
  2. THE CITY ENGINEER SHALL BE NOTIFIED IN WRITING AT LEAST 10 BUSINESS DAYS BEFORE THE START OF CONSTRUCTION OF ANY PART OF THE DISTRIBUTION SYSTEM.
  3. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  4. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  5. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  6. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  7. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  8. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  9. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  10. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  11. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  12. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  13. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  14. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  15. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  16. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  17. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  18. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  19. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.
  20. THE DISTRIBUTION SYSTEM SHALL BE DESIGNED TO CARRY THE DESIGN FLOW OF WATER TO THE SERVICE LINES AT THE PROPERTY LINE.

**SPECIAL NOTES**

CONTRACTOR SHALL CONSULT THE CITY ENGINEER FOR ANY SPECIAL REQUIREMENTS.



**MINIMUM COVER REQUIREMENTS**

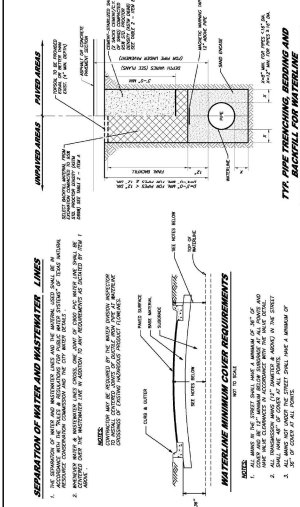
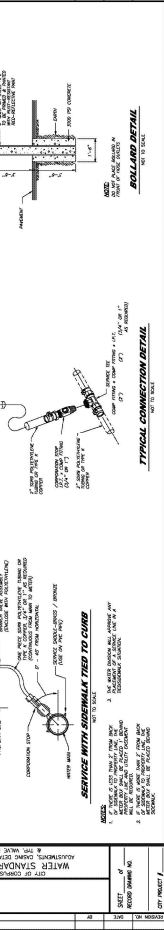
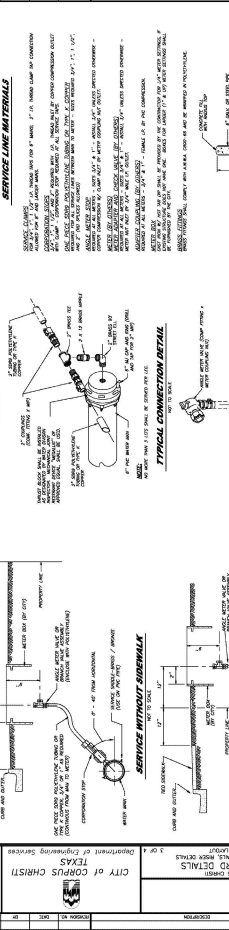
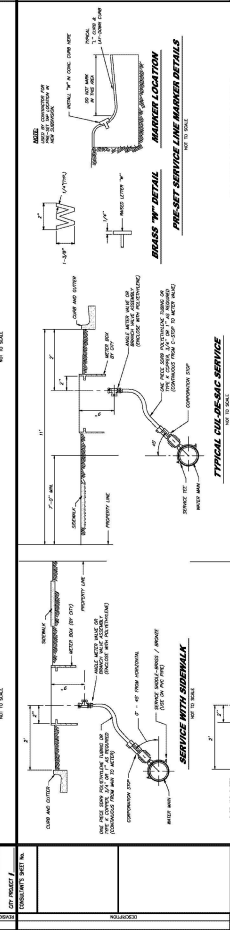
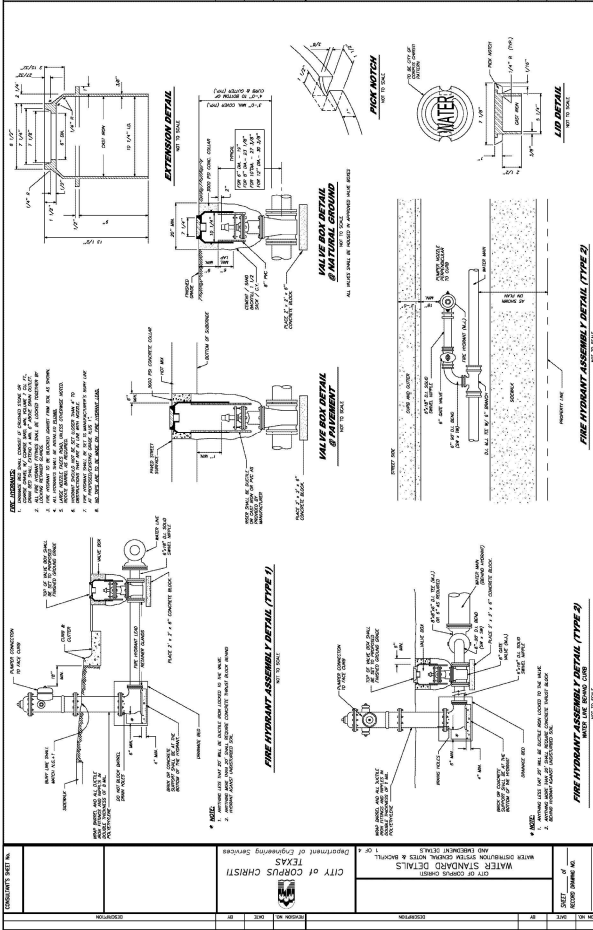
MINIMUM COVER SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND OPERATION OF THE SYSTEM.

**GENERAL NOTES FOR BACKFILL**

BACKFILL SHALL BE COMPACTED TO THE REQUIRED DENSITY AND MOISTURE CONTENT.

**PIPE AND FITTING SCHEDULE**

PIPE AND FITTING SCHEDULE SHALL BE IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI WATER DEPARTMENT'S STANDARD SPECIFICATIONS FOR WATER MAINS AND WATER SERVICE LINES.



**MINIMUM COVER REQUIREMENTS**

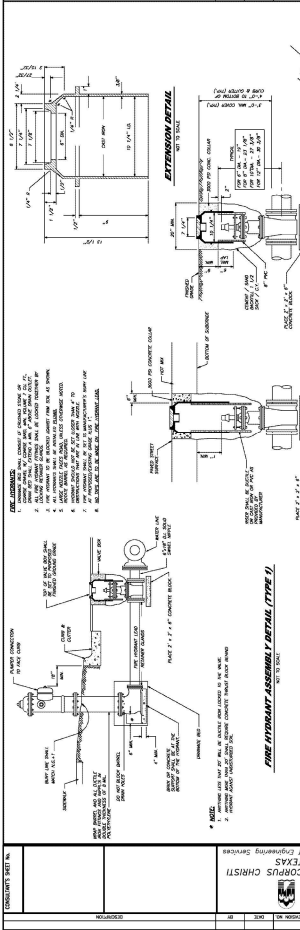
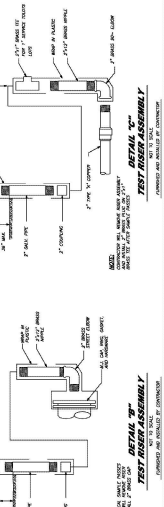
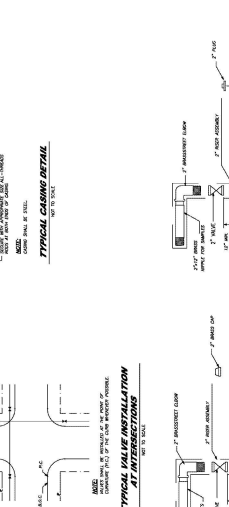
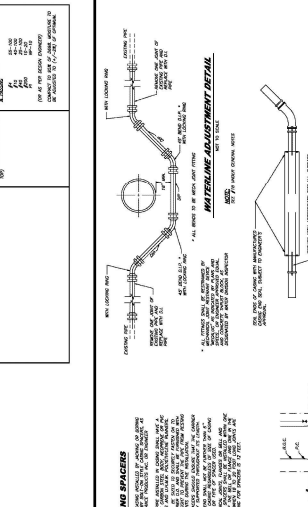
MINIMUM COVER SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND OPERATION OF THE SYSTEM.

**GENERAL NOTES FOR BACKFILL**

BACKFILL SHALL BE COMPACTED TO THE REQUIRED DENSITY AND MOISTURE CONTENT.

**PIPE AND FITTING SCHEDULE**

PIPE AND FITTING SCHEDULE SHALL BE IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI WATER DEPARTMENT'S STANDARD SPECIFICATIONS FOR WATER MAINS AND WATER SERVICE LINES.



**MINIMUM COVER REQUIREMENTS**

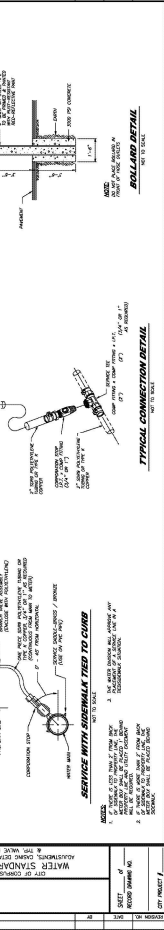
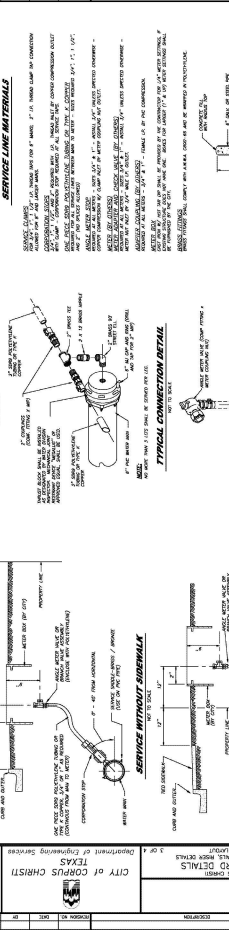
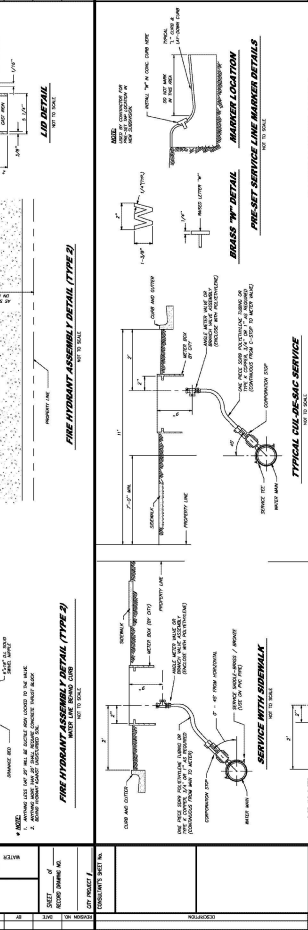
MINIMUM COVER SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND OPERATION OF THE SYSTEM.

**GENERAL NOTES FOR BACKFILL**

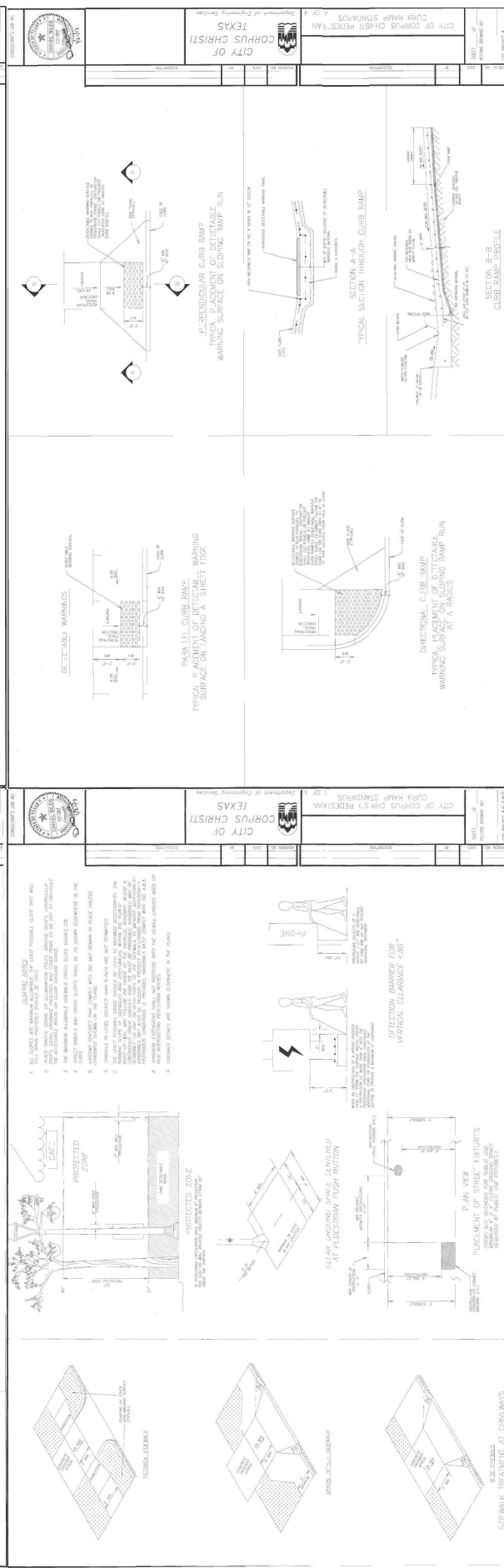
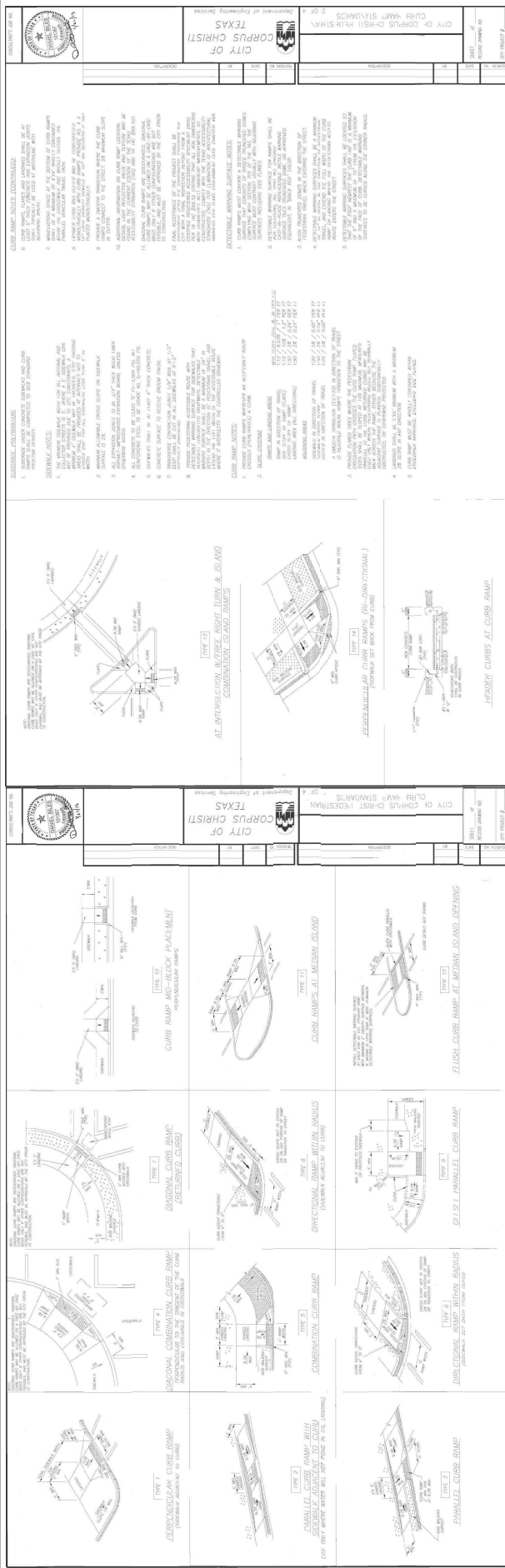
BACKFILL SHALL BE COMPACTED TO THE REQUIRED DENSITY AND MOISTURE CONTENT.

**PIPE AND FITTING SCHEDULE**

PIPE AND FITTING SCHEDULE SHALL BE IN ACCORDANCE WITH THE CITY OF CORPUS CHRISTI WATER DEPARTMENT'S STANDARD SPECIFICATIONS FOR WATER MAINS AND WATER SERVICE LINES.







# EXHIBIT 4

**Exhibit 4**

**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.  
1/15/2024

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**STARLIGHT ESTATES UNIT 8**  
**GRID MAIN WATER REIMBURSEMENT ESTIMATE**

<b>WATER ITEMS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>COST</b>	<b>TOTAL</b>
1	12" PVC PIPE	1862	LF	\$ 120.00	\$ 223,440.00
2	12" CAP TAPPED FOR 2"	2	EA	\$ 1,250.00	\$ 2,500.00
3	12" TEE	6	EA	\$ 1,850.00	\$ 11,100.00
4	12" GATE VALVE W/BOX	6	EA	\$ 6,600.00	\$ 39,600.00
5	12" EL, ANY ANGLE	4	EA	\$ 1,500.00	\$ 6,000.00
6	6" PVC PIPE	39	LF	\$ 80.00	\$ 3,120.00
7	FIRE HYDRANT ASSEMBLY	3	EA	\$ 9,200.00	\$ 27,600.00
8	6" GATE VALVE W/ BOX	3	EA	\$ 2,000.00	\$ 6,000.00
9	DOUBLE OR SINGLE WATER SERVICE	21	EA	\$ 800.00	\$ 16,800.00
10	6" DIA X 30" PVC PIPE NIPPLE	9	EA	\$ 775.00	\$ 6,975.00

<b>TOTAL</b>	<b>\$</b>	<b>343,135.00</b>
7% CONTINGENCIES	<b>\$</b>	<b>24,019.45</b>
11% ENGINEERING, SURVEYING, TESTING	<b>\$</b>	<b>37,744.85</b>
LESS WATER ACREAGE FEE	<b>\$</b>	<b>11,011.00</b>
<b>TOTAL AMOUNT REIMBURSABLE</b>	<b>\$</b>	<b>393,888.30</b>

# EXHIBIT 5



# 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

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA".

NAME: **MPM DEVELOPMENT, LP**

STREET: **P.O. BOX 331308** CITY: **CORPUS CHRISTI** ZIP: **78463**

FIRM is: ☐ Corporation ☒ Partnership ☐ Sole Owner ☐ Association ☒ Other

## DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Job Title and City Department (if known)
<u>N/A</u>	<u>N/A</u>

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Title
<u>N/A</u>	<u>N/A</u>

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Board, Commission, or Committee
<u>Mossa Mostaghassi</u>	<u>Capital Improvement Advisory Committee</u>


4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Consultant
<u>N/A</u>	<u>N/A</u>

## CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: MOSSA MOSTAGHASI Title: GENERAL PARTNER  
(Print)

Signature of Certifying Person:  Date: 8-18-23