

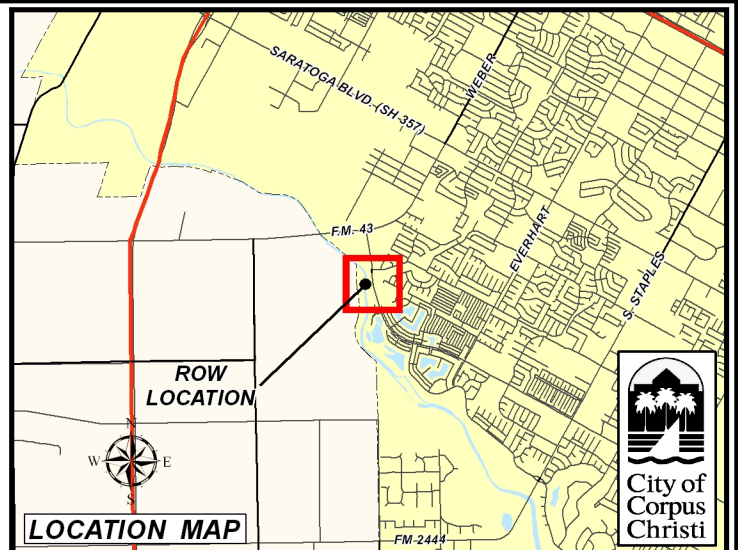


**SUBJECT  
PROPERTY**

0 225 450 Feet

## RANCH LAKE UNIT 2

Date: 10/13/2011  
File: H:\PLN-DIR\SHARED\GIS Projects\Jennifer R\RANCH LAKE UNIT 2 a.mxd  
Prepared By: SRR  
City of Corpus Christi Development Services-GIS





STATE OF TEXAS       §  
COUNTY OF NUECES   §

WE, MOSTAGHASI ENTERPRISES, INC., 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 PUBLIC 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 \_\_\_\_.

\_\_\_\_\_  
HOSSEIN MOSTAGHASI, PRESIDENT

STATE OF TEXAS       §  
COUNTY OF NUECES   §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY HOSSEIN MOSTAGHASI, PRESIDENT OF MOSTAGHASI ENTERPRISES, INC.

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  
REGISTERED PROFESSIONAL LAND SURVEYOR,  
TEXAS NUMBER 2211

STATE OF TEXAS       §  
COUNTY OF NUECES   §

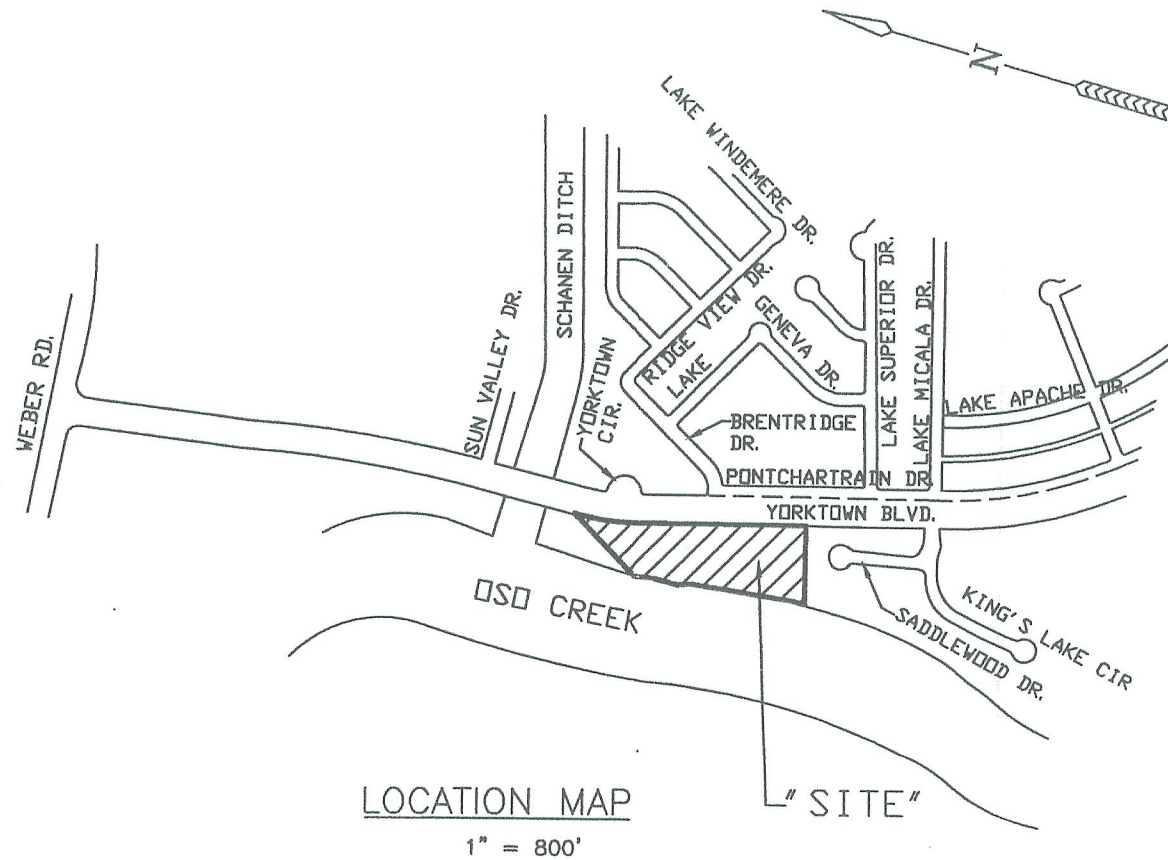
I, DAVID L. NESBITT, LICENSED STATE LAND SURVEYOR, HAVE DETERMINED BY FIELD OBSERVATION THAT THE GRADIENT BOUNDARY OF OSO CREEK SHOWN ON THIS PLAT, IS THE SAME AS THE GRADIENT BOUNDARY AS DETERMINED BY GEORGE PYLE, L.S.L.S., AS SHOWN IN THE TEXAS GENERAL LAND OFFICE NUECES COUNTY ROLLED SKETCH #90, DATED AUGUST 24, 1983 AND IS THE TRUE AND CORRECT BOUNDARY FOR THIS SUBDIVISION AS OF APRIL 1, 2011.

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

\_\_\_\_\_  
DAVID L. NESBITT  
LICENSED STATE LAND SURVEYOR

#### NOTES:

1. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE ZONING ORDINANCE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
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 SUBJECT SITE LIES IN ZONE A7 (EL. 16.95 TO 17.27) AND ZONE "B" ACCORDING TO COMMUNITY PANEL NO. 485494 0520D FOR NUECES COUNTY, TEXAS, UNINCORPORATED AREAS, REVISED JUNE 4, 1987. THE FEMA FLOODWAY AND FLOODWAY FRINGE AREAS AS INDICATED ARE FROM FEMA "FLOOD BOUNDARY AND FLOODWAY MAP" FOR NUECES COUNTY, TEXAS, UNINCORPORATED AREAS, COMMUNITY PANEL NO. 485494 0520, MAP REVISED JUNE 4, 1987.
4. FOUND 5/8" I.R.'S AT ALL CORNERS UNLESS OTHERWISE NOTED.
5. THE BASIS OF BEARINGS IS THE COMMON WEST BOUNDARY LINE OF THE LAKES UNIT 12 AND EAST RIGHT-OF-WAY LINE OF YORKTOWN BOULEVARD, SAID COMMON LINE BEING 120' EAST OF AND PARALLEL TO THE COMMON WEST RIGHT-OF-WAY LINE OF SAID YORKTOWN BOULEVARD AND EAST BOUNDARY LINE OF THE SUBJECT TRACT, S16°14'08"E, AS SHOWN.
6. PRIVATE DRIVEWAY ACCESS ONTO YORKTOWN BOULEVARD IS PROHIBITED.
7. THERE ARE NO KNOWN NATURAL WATER BODIES, JURISDICTIONAL WETLANDS, ENDANGERED SPECIES HABITAT, STATE OF SUBMERGED LANDS, OR CRITICAL DUNES ON THE SITE.
8. THE SITE IS IN ZONE "R-1B" ONE FAMILY DWELLING.
9. THE FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF 17.27'.



## PLAT OF RANCH LAKE UNIT 2

A 5.093 ACRE TRACT OF LAND, MORE OR LESS, BEING A PORTION OF LOT 7,  
SECTION 19, BOHEMIAN COLONY LANDS, A MAP OF WHICH IS RECORDED IN V. "A",  
P. 48, MAP RECORDS, NUECES COUNTY, TEXAS

### CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING  
FIRM NO. F-52, 3054 S. ALAMEDA ST.  
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 4/25/11  
COMP. NO.: PLAT-SHI-UI3 AS PLAT.DWG  
JOB NO.: 10039  
SCALE: AS SHOWN  
PLOT SCALE: 1" = 60'  
SHEET 1 OF 2



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   §

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

\_\_\_\_\_  
JUAN PERALES, JR., P.E.  
DEVELOPMENT SERVICES ENGINEER

DATE

STATE OF TEXAS       §  
COUNTY OF NUECES   §

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

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

\_\_\_\_\_  
CHAIRMAN  
RUDY GARZA

\_\_\_\_\_  
SECRETARY  
MIGUEL S. SALDAÑA A.I.C.P.

STATE OF TEXAS       §  
COUNTY OF NUECES   §

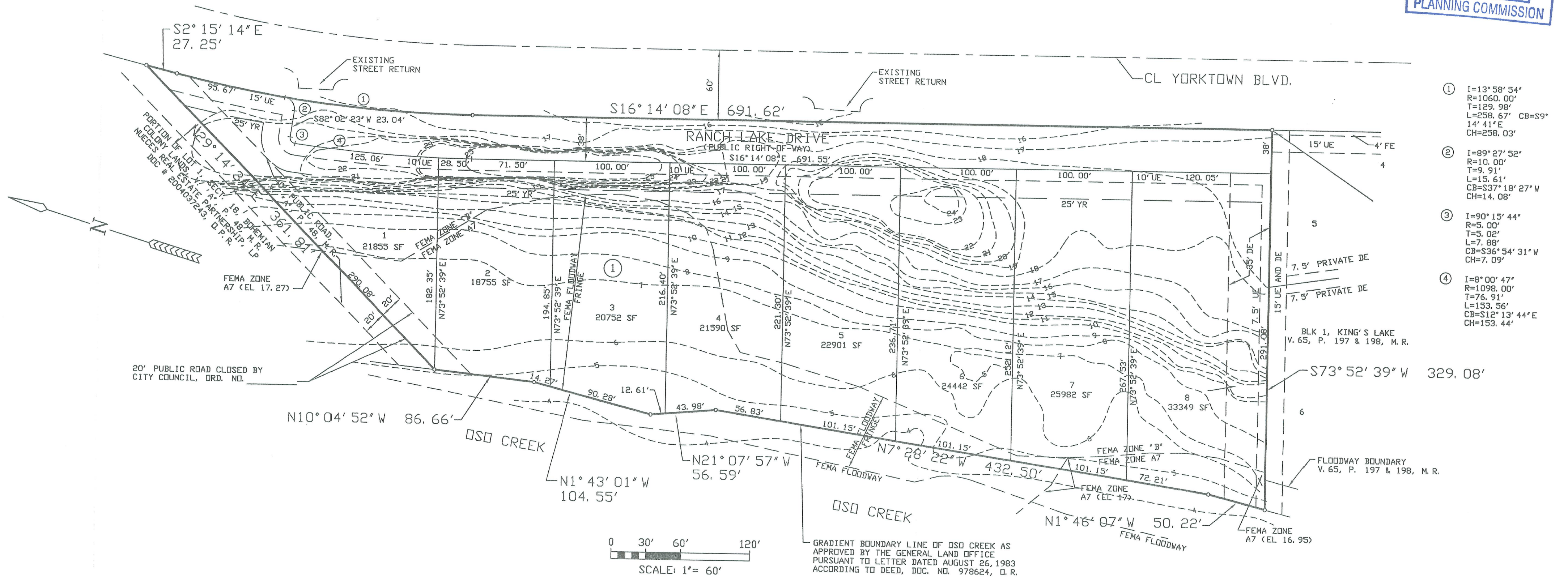
I, DIANA BARRERA, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ 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

\_\_\_\_\_  
DIANA BARRERA, CLERK  
COUNTY COURT  
NUECES COUNTY, TEXAS



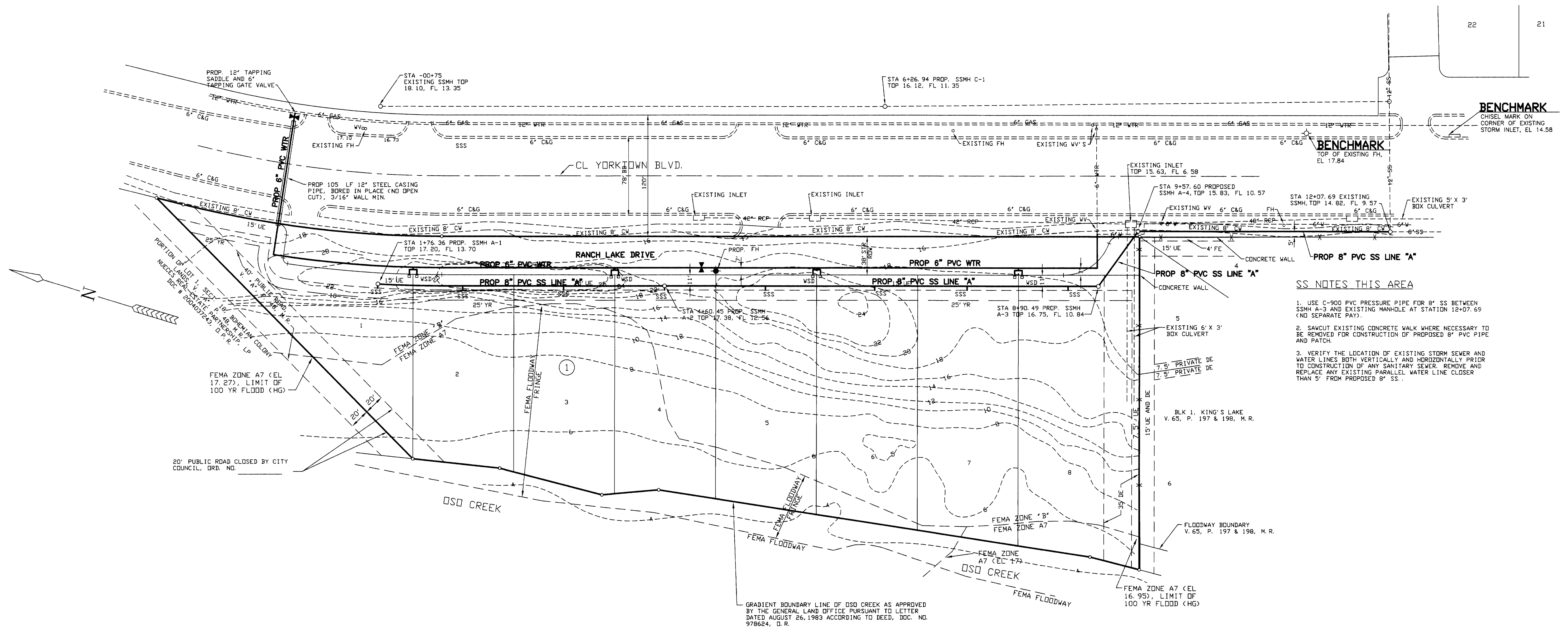


PLAT OF  
RANCH LAKE UNIT 2, CONTINUED  
CORPUS CHRISTI, NUECES COUNTY, TEXAS

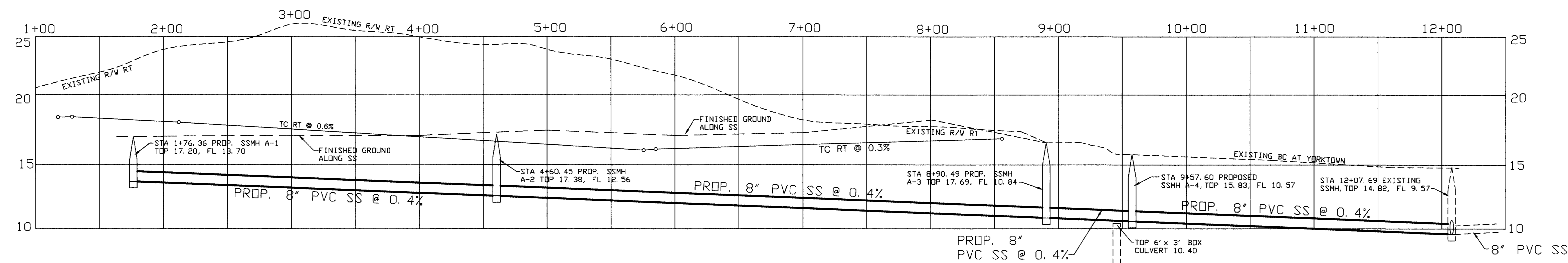
BASS & WELSH ENGINEERING  
FIRM NO. F-52, 3054 S. ALAMEDA ST.  
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 4/25/11  
COMP. NO.: PLAT-SH2-UI3 AS PLAT.DWG  
JOB NO.: 10039  
SCALE: AS SHOWN  
PLOT SCALE: 1" = 60'  
SHEET 2 OF 2





- SS NOTES THIS AREA**
1. USE C-900 PVC PRESSURE PIPE FOR 8" SS BETWEEN SSMH A-3 AND EXISTING MANHOLE AT STATION 12+07.69 (NO SEPARATE PAY).
  2. SAWCUT EXISTING CONCRETE WALK WHERE NECESSARY TO BE REMOVED FOR CONSTRUCTION OF PROPOSED 8" PVC PIPE AND PATCH.
  3. VERIFY THE LOCATION OF EXISTING STORM SEWER AND WATER LINES BOTH VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION OF ANY SANITARY SEWER. REMOVE AND REPLACE ANY EXISTING PARALLEL WATER LINE CLOSER THAN 5' FROM PROPOSED 8" SS.



PROFILE - SANITARY SEWER LINE "A" (RANCH LAKE DR.)/YORKTOWN BLVD.

LAYER	PGD	SSW	SWPPP
CONTOURS	X	X	X
DRW	X	X	X
NODES - PGD	X		
PGD	X		
INTELEV	X		
POCHE	X		
SSW		X	
SWPPP			X
FEMA	X		X

APPROVAL EXPIRES 6 MONTHS FROM DATE ON ANY PORTION NOT YET UNDER CONSTRUCTION

DESIGN APPROVAL

CITY OF CORPUS CHRISTI

DATE 7-15-11



BASS & WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404		
IMPROVEMENTS TO RANCH LAKE UNIT 2 CORPUS CHRISTI, NUECES CO., TX		
SANITARY SEWER AND WATER PLAN AND SANITARY SEWER PROFILE		
DWN. I. SUBREZ	PLOT SCALE: 1" = 50'	COM. NO. PGD1 AS SSW
CHK. N. WELSH	SCALE (H): SAME	JOB NO. 10039
	SCALE (V): NONE	SHEET 3 OF 8
	DATE PLOTTED 7/14/11	

## APPLICATION FOR WASTE WATER CREDIT

We, Mostaghazi Enterprises, Inc., 8026 Bar le Doc Dr., Corpus Christi, Texas 78414, owners and developers of proposed RANCH LAKE UNIT 2 subdivision, hereby apply for \$7,777.52 credit towards the waste water acreage fee for the collection line Extension in conjunction with said subdivision as provided for by City Ordinance No. 17092. \$45,151.70 is the construction cost, including 10% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

By:

  
Hossein Mostaghazi, President

THE STATE OF TEXAS       §

COUNTY OF NUECES       §

This instrument was acknowledged before me on November 2, 2011, by  
Hossein Mostaghazi, President.



  
Notary Public in and for the State of Texas

## APPLICATION FOR WASTE WATER REIMBURSEMENT

We, Mostaghasi Enterprises, Inc., 8026 Bar le Doc Dr., Corpus Christi, Texas 78414, owner and developer of proposed Ranch Lake Unit 2, Subdivision, hereby request reimbursement of \$31,110.08 for the installation of the waste water collection line in conjunction with Ranch Lake Unit 2 Subdivision, as provided for by City Ordinance No. 17092. \$45,151.70 the construction cost, including 10% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

  
\_\_\_\_\_  
Hossein Mostaghasi, President

11/2/11  
\_\_\_\_\_  
(Date)

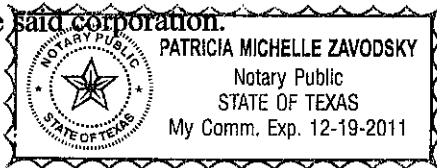
THE STATE OF TEXAS §


COUNTY OF NUECES §

This instrument was acknowledged before me on November 2, 2011, by

Hossein Mostaghasi, President, of Mostaghasi Enterprises, Inc., a Texas Corporation, on behalf of

the said corporation.



  
\_\_\_\_\_  
Notary Public in and for Nueces County, Texas

### CERTIFICATION

The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:

- (a) Sufficiency of funds in the Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

  
\_\_\_\_\_  
Development Services Engineer

3-28-12  
\_\_\_\_\_  
(Date)

**RANCH LAKE UNIT 2 - OFFSITE WASTE WATER REIMBURSEMENT**

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Demo/Disposal of Concrete Walk	2000	SF	\$3.90	\$7,800.00
2	Replace Concrete Walk	2,000	SF	\$5.25	\$10,500.00
3	8" PVC Pipe	248	LF	\$29.00	\$7,192.00
4	FG Manhole 4' Diameter	1	EA	\$4,200.00	\$4,200.00
5	Trench Safety for Off-Site SS	248	LF	\$10.00	\$2,480.00
6	Remove & Replace 6" Water line as Necessary for Off-Site SS	50	LF	\$90.00	\$4,500.00
7	Traffic Control/Lane Closure/Sidewalk Closure	1	LS	\$4,375.00	\$4,375.00
<b>SUBTOTAL</b>					<b>\$41,047.00</b>
Engineering and Surveying 10%					\$4,104.70
<b>SUBTOTAL</b>					<b>\$45,151.70</b>
Less Fee Value of Property					-\$7,777.52
<b>TOTAL</b>					<b>\$37,374.18</b>

**MAXIMUM AMOUNT REIMBURSEABLE**

ITEM NO.	ITEM	AMOUNT
1	50% x FEE VALUE OF PROP x AVERAGE PIPE DIAM.	$0.5 \times 7,777.52 \times 8 =$
		<b>\$31,110.08</b>

**SANITARY SEWER COLLECTION LINE EXTENSION CONSTRUCTION AND  
REIMBURSEMENT AGREEMENT**

**THE STATE OF TEXAS       §**

**COUNTY OF NUECES       §**

This Sanitary Sewer Collection Line Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi "City", a Texas Home-Rule Municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and Mostaghassi Enterprises, Inc. ("Developer/Owner"), 8026 Bar le Doc Drive, Corpus Christi, Texas, 78414.

**WHEREAS**, Developer/Owner in compliance with the Unified Development Code "UDC" has filed a plat approved by the Planning Commission on May 11, 2011 to develop a tract of land of approximately 5.093 acres called Ranch Lake Unit 2 "Development", located south of Yorktown Boulevard between the Schanen Ditch and Lake Superior Drive, as shown in **Exhibit A**;

**WHEREAS**, under the UDC, the Developer/Owner is responsible for construction of Sanitary Sewer Collection Line Extension "Collection Line Extension";

**WHEREAS**, under the UDC, the Developer/Owner is eligible for reimbursement of the Developer/Owner's costs for the construction of Collection Line Extension;

**WHEREAS**, it is in the best interest of the City that Collection Line Extension be constructed to its ultimate capacity under the Master Plan;

**WHEREAS**, Resolution No. 026869 authorized the acceptance of applications to be eligible for reimbursement in the future when funds are fully available in, and are appropriated by City Council, from the Collection Line Trust Fund as per the UDC, Section 8.5.2.E.(2)(d); and

**WHEREAS**, Developer/Owner has submitted an application for reimbursement of the costs of installing the Collection Line Extension, as shown in **Exhibit B**;

**NOW, THEREFORE**, for the consideration set forth hereinafter, the City and Developer/Owner agree as follows:

**1. REQUIRED CONSTRUCTION**

The Developer/Owner shall construct the Collection Line Extension, in compliance with the City's UDC and under the plans and specifications approved by the Development Services Engineer.



## 2. PLANS AND SPECIFICATIONS

a. The Developer/Owner shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the Collection Line Extension, as shown in **Exhibit C**, with the following basic design:

1. Install 248 linear feet of 8-inch PVC sanitary sewer collection line;
2. Install one (1) 4-foot diameter fiberglass manhole;
3. Remove and replace six-inch water line as necessary for off-site sanitary sewer line;

b. The Collection Line Extension must begin at the southeast property line of Ranch Lake Unit 2 and extend 248 feet to an existing manhole located on the west side of Yorktown Boulevard.

c. The plans and specifications must comply with City Standard Wastewater Detail Sheets and Standard Specifications.

d. Before the Developer/Owner starts construction the plans and specification must be approved by the City's Development Services Engineer.

## 3. SITE IMPROVEMENTS.

Prior to the start of construction of the Collection Line Extension, Developer/Owner shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the Collection Line Extension. 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 will use its powers of eminent domain to acquire the Easements.

## 4. PLATTING FEES.

Developer/Owner shall pay to the City of Corpus Christi the pro-rata fees as required by the UDC for the area of the Collection Line Extension. The required acreage fees Developer/Owner is to pay to the City of Corpus Christi as required by the UDC for the area of the Collection Line Extension, will be credited to.

## 5. DEVELOPER/OWNER AWARD CONTRACT FOR IMPROVEMENTS.

Developer/Owner shall award a contract and complete the Collection Line Extension, under the approved plans and specifications, by April 30, 2013.

## 6. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

## 7. 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.

## 8. 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 by 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 60th 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 90th calendar day after the date of approval by City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the project, under the approved plans and specifications, on or before April 30, 2013.
- f. Either the City or Developer/Owner otherwise fails to comply with its duties and obligations under this Agreement.

## 9. 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 below, 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.

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.

#### 10. 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 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 effected 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.

#### 11. 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:  
Mostaghasi Enterprises, Inc.  
8026 Bar le Doc Drive  
Corpus Christi, Texas 78414

2. If to the City:  
City of Corpus Christi  
1201 Leopard Street (78401)  
P. O. Box 9277  
Corpus Christi, Texas 78469  
ATTN: Assistant City Manager  
Development Services

b. Notice required by the paragraph may be 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 of address for notices by giving notice of the change under the provisions of this section.

12. THIRD-PARTY BENEFICIARY.

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

13. PERFORMANCE AND PAYMENT BONDS.

Developer/Owner shall require its contractor for the construction of the project, before beginning the work, to execute with Developer/Owner and the City a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bond must comply with Texas Government Code, Chapter 2253 and must be in the form and substance as attached to this Agreement.

14. WARRANTY.

Developer/Owner shall fully warranty the workmanship of and function of the Sanitary Sewer Collection Line Extension and the construction of the Sanitary Sewer Collection Line Extension for a period of one year from and after the date of acceptance of the facilities by the City Engineer.

15. REIMBURSEMENT.

a. Subject to the appropriation of funds, the City will reimburse the Developer/Owner 50% of the mathematical product obtained by multiplying the off-site average pipe diameter in inches by the acreage or lot fee value of the property, not to exceed \$31,110.08. See attached cost estimate **Exhibit D.**

b. The City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30-days from the date of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.

c. To be eligible for reimbursement, the work must be completed 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.

d. In the event that this Agreement is terminated by the City, as a result of an uncured default by the Developer/Owner, 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.

**16. 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 OWNER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT OR TO PROVIDE CITY WASTEWATER SERVICE TO RANCH LAKE UNIT 2, 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 OF TO RANCH LAKE UNIT 2, 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.

#### 17. COVENANT RUNNING WITH THE LAND.

This Agreement is a covenant running with the land, Ranch Lake Unit 2, a subdivision in Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer/Owner's successors or assigns.

18. ASSIGNMENT OF AGREEMENT.

This Agreement or any rights under this Agreement may be assigned by Developer/Owner to another with the written approval and consent of the City's City Manager.

19. DISCLOSURE OF OWNERSHIP INTERESTS.

Developer/Owner further agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Ownership interests form.

20. 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.

21. EFFECTIVE DATE.

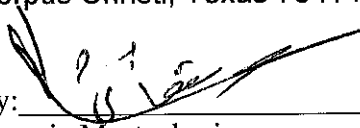
This Agreement shall be executed in triplicate, all original copies of which shall be considered one instrument. \*This Agreement becomes effective and is binding upon, and inures to the benefit of the CITY and Developer/Owner from and after the date that all original copies have been executed by all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

**EXECUTED in triplicate originals, \*this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

Signatures found on pages 8 and 9.

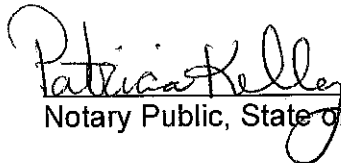


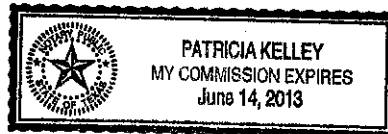
**Developer/Owner:**  
Mostaghassi Enterprises, Inc.  
8026 Bar le Doc Drive  
Corpus Christi, Texas 78414

By:   
Hossein Mostaghassi,  
Developer/Owner

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF NUECES   §

This instrument was signed by Hossein Mostaghassi, Developer/Owner, for Mostaghassi Enterprises, Inc., and acknowledged before me on the 21st day of March, 2012.

  
Notary Public, State of Texas



CITY OF CORPUS CHRISTI:

ATTEST:

By: \_\_\_\_\_  
Armando Chapa  
City Secretary

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

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF NUECES     §

This instrument was signed by Armando Chapa, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State Of Texas

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF NUECES     §

This instrument was signed by Ronald Olson, City Manager, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State Of Texas

APPROVED AS TO FORM: This 4<sup>th</sup> day of April, 2012

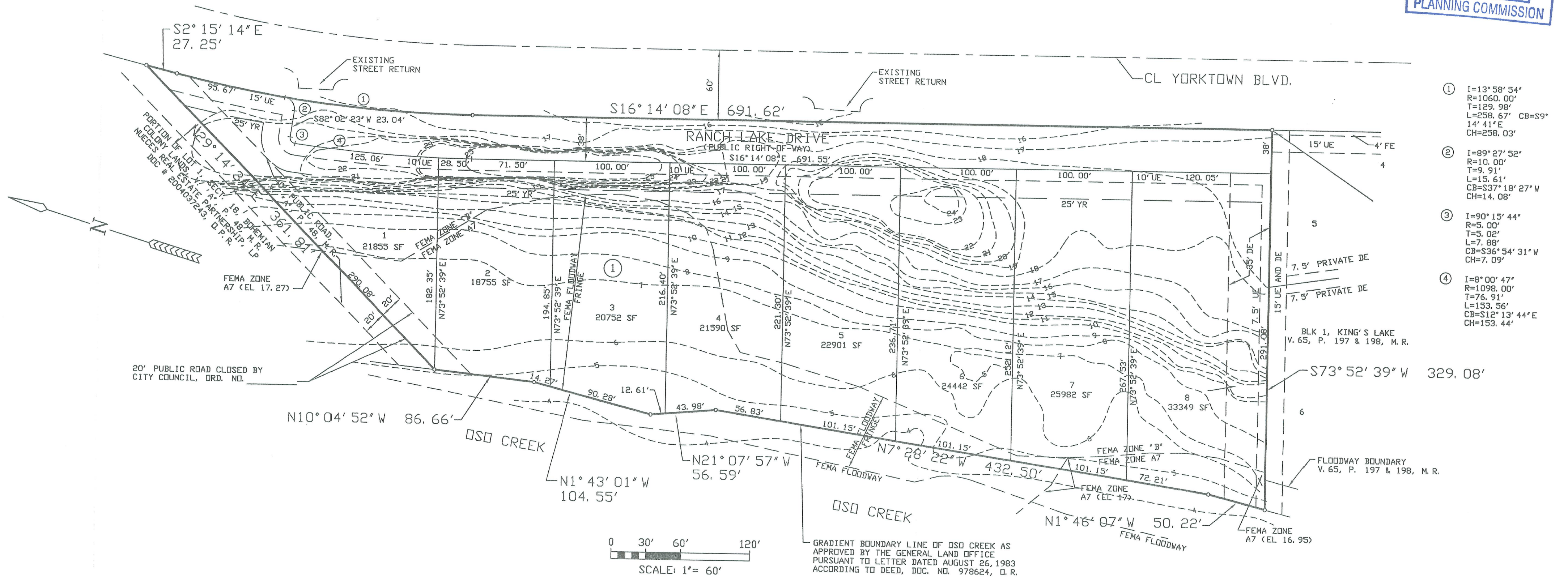
Lilia K. Castro  
Lilia K. Castro,  
Assistant City Attorney  
For the City Attorney



WE, MOSTAGHASI ENTERPRISES INC., 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 PUBLIC 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.

DIANA BARRERA, CLERK  
COUNTY COURT  
NUECES COUNTY, TEXAS





PLAT OF  
RANCH LAKE UNIT 2, CONTINUED  
CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING  
FIRM NO. F-52, 3054 S. ALAMEDA ST.  
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 4/25/11  
COMP. NO.: PLAT-SH2-UI3 AS PLAT.DWG  
JOB NO.: 10039  
SCALE: AS SHOWN  
PLOT SCALE: 1" = 60'  
SHEET 2 OF 2



## APPLICATION FOR WASTE WATER REIMBURSEMENT

We, Mostaghasi Enterprises, Inc., 8026 Bar le Doc Dr., Corpus Christi, Texas 78414, owner and developer of proposed Ranch Lake Unit 2, Subdivision, hereby request reimbursement of \$31,110.08 for the installation of the waste water collection line in conjunction with Ranch Lake Unit 2 Subdivision, as provided for by City Ordinance No. 17092. \$45,151.70 the construction cost, including 10% Engineering and Surveying, as shown by the cost supporting documents attached herewith.

  
\_\_\_\_\_  
Hossein Mostaghasi, President

11/2/11  
\_\_\_\_\_  
(Date)

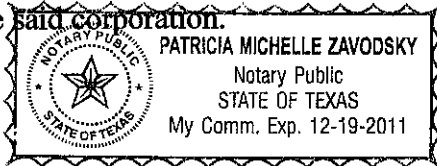
THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on November 2, 2011, by

Hossein Mostaghasi, President, of Mostaghasi Enterprises, Inc., a Texas Corporation, on behalf of

the said corporation.



  
\_\_\_\_\_  
Notary Public in and for Nueces County, Texas

### CERTIFICATION

The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:

- (a) Sufficiency of funds in the Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

  
\_\_\_\_\_  
Development Services Engineer

3-28-12  
\_\_\_\_\_  
(Date)



**RANCH LAKE UNIT 2 - OFFSITE WASTE WATER REIMBURSEMENT**

ITEM NO.	ITEM	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Demo/Disposal of Concrete Walk	2000	SF	\$3.90	\$7,800.00
2	Replace Concrete Walk	2,000	SF	\$5.25	\$10,500.00
3	8" PVC Pipe	248	LF	\$29.00	\$7,192.00
4	FG Manhole 4' Diameter	1	EA	\$4,200.00	\$4,200.00
5	Trench Safety for Off-Site SS	248	LF	\$10.00	\$2,480.00
6	Remove & Replace 6" Water line as Necessary for Off-Site SS	50	LF	\$90.00	\$4,500.00
7	Traffic Control/Lane Closure/Sidewalk Closure	1	LS	\$4,375.00	\$4,375.00
<b>SUBTOTAL</b>					<b>\$41,047.00</b>
Engineering and Surveying 10%					\$4,104.70
<b>SUBTOTAL</b>					<b>\$45,151.70</b>
Less Fee Value of Property					-\$7,777.52
<b>TOTAL</b>					<b>\$37,374.18</b>

**MAXIMUM AMOUNT REIMBURSEABLE**

ITEM NO.	ITEM	AMOUNT
1	50% x FEE VALUE OF PROP x AVERAGE PIPE DIAM.	$0.5 \times 7,777.52 \times 8 =$
		<b>\$31,110.08</b>