

Ordinance authorizing Water Arterial Transmission and Grid Main Construction Reimbursement Agreement, Water Distribution Main Line Construction Reimbursement Agreement, and Wastewater Collection Line Extension Construction Reimbursement Agreement with Dorsal Development LLC to extend a grid main line along Yorktown Boulevard, extend a wastewater collection line from lift station number 13 located near Master Channel 31 and Slough Road, and install offsite water distribution and wastewater collection lines for a planned residential subdivision with completion dates of October 30, 2020; appropriating \$147,999.99 from the Water Arterial Transmission & Grid Main Trust Fund, \$43,010.00 from the Water Distribution Main Trust Fund, and \$139,341.76 from the Sanitary Sewer Collection Line Trust Fund to reimburse developer per agreements.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City Manager or designee is authorized to execute a Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Distribution Main Line Construction and Reimbursement Agreement, and Wastewater Collection Line Extension Construction and Reimbursement Agreement attached hereto, with Dorsal Development LLC. for the construction and installation of a 12-inch water transmission and grid main line, a 8-inch water distribution main line, a 15-inch wastewater collection line, and a 12-inch wastewater collection line, for the development of the platted property known as AZALI ESTATES UNIT 1, Corpus Christi, Texas.

SECTION 2. Funding in the amount of \$147,999.99 is appropriated from the No.4030-21805 Water Arterial Transmission and Grid Main Trust, and \$43,010.00 is appropriated from the No. 4030-21806 Water Distribution Main Trust Fund, and \$139,341.76 is appropriated from the No. 4220-21801 Sanitary Sewer Collection Line Trust Fund, to reimburse the Developer for the construction of a 12-inch water transmission and grid main line, a 8-inch water distribution main line, a 15-inch wastewater collection line, and a 12-inch wastewater collection line, and construction improvements in accordance with the Agreements.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2019, by the following vote:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2019, by the following vote:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

PASSED AND APPROVED on this the _____ day of _____, 2019.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

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

**STATE OF TEXAS §
 §
COUNTY OF NUECES §**

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

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on September 19, 2018 to develop a tract of land, to wit: approximately 43.19 acres known as Azali Estates Unit 1, Corpus Christi Texas 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 ("Grid Main Extension");

WHEREAS, it is in the best interests of the City to have the Grid Main Extension on 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 a Grid Main Extension as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

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.

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.

2. REQUIRED CONSTRUCTION

Developer/Owner shall construct the Grid Main Extension 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.

3. 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 and seal plans and specifications for the Grid Main Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

ITEM	DESCRIPTION	QUANTITY	UNIT
1.	12" PVC PIPE	1548	LF
2.	12" GATE VALVE W/BOX	4	EA
3.	12" TEE	8	EA
4.	12" EL ANY ANGLE	2	EA
5.	12" SLEEVE	1	EA
6.	12" CAP TAPPED FOR 2"	2	EA
7.	6" DIA X 30" PVC PIPE NIPPLE	12	EA
8.	6" GATE VALVE W/BOX	4	EA
9.	6" 90°EL	4	EA
10	FIRE HYDRANT ASSEMBLY	4	EA
11.	DEWATERING FOR 12" PIPE AT YORKTOWN BLVD CROSSING	1	LS
12.	20" STEEL CASING PIPE BORED IN PLACE (NO OPEN CUT)	80	LF

- 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 specification must be approved by the City's Development Services Engineer.

4. SITE IMPROVEMENTS

Prior to the start of construction of the Grid Main Extension, Developer/Owner shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the Grid Main 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 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.

5. PLATTING FEES

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

6. DEVELOPER/OWNER AWARD CONTRACT FOR IMPROVEMENTS

Developer/Owner shall award a contract and complete the improvements to Grid Main Extension, under the approved plans and specifications, **October 30, 2020**.

7. TIME IS OF THE ESSENCE

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

8. 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.

9. 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 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 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 **October 30, 2020**.
- f. Either the City or Developer/Owner otherwise fails to comply with its duties and obligations under this Agreement.

10. 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 12, 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.

11. 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 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.

12. 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:

**Dorsal Development LLC
PO Box 8155
Corpus Christi TX 78468**

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 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.

13. 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.

14. PERFORMANCE AND PAYMENT BONDS

Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond 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.

15. WARRANTY

Developer/Owner shall fully warranty the workmanship of and function of the Grid Main Extension 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.

16. REIMBURSEMENT

- a. The cost for the Grid Main Extension less \$31,053.61 lot/acreage fee credit is \$147,999.99 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 Grid Main Extension up to an amount not to exceed **\$147,999.99** 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 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 as detailed in **Exhibit 5**.
- c. Cost-supporting documentation to be submitted shall include:
 1. Summary of Costs and Work Performed 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 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.

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.

- e. 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.

17. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT.

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 this Agreement has priority per UDC §8.5.1. C.

18. 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 attorney's 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.

19. ASSIGNMENT OF AGREEMENT

This Agreement may be assigned by Developer/Owner to another with the written consent of the City's City Manager.

20. 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**.

21. 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.

22. DEDICATION OF GRID MAIN EXTENSION.

Upon completion of the construction, dedication of Grid Main Extension will be subject to City inspection and approval.

23. 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. 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>.

24. 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>

25. 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.

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

Al Raymond
Director for Development Services
For City Manager

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

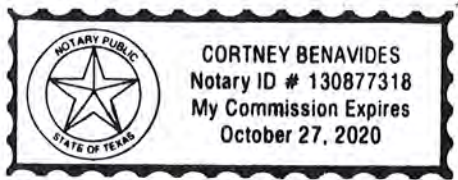
Dorsal Development LLC.

By: [Signature]
Alex Azali
President

STATE OF Texas §
 §
COUNTY OF Nueces §

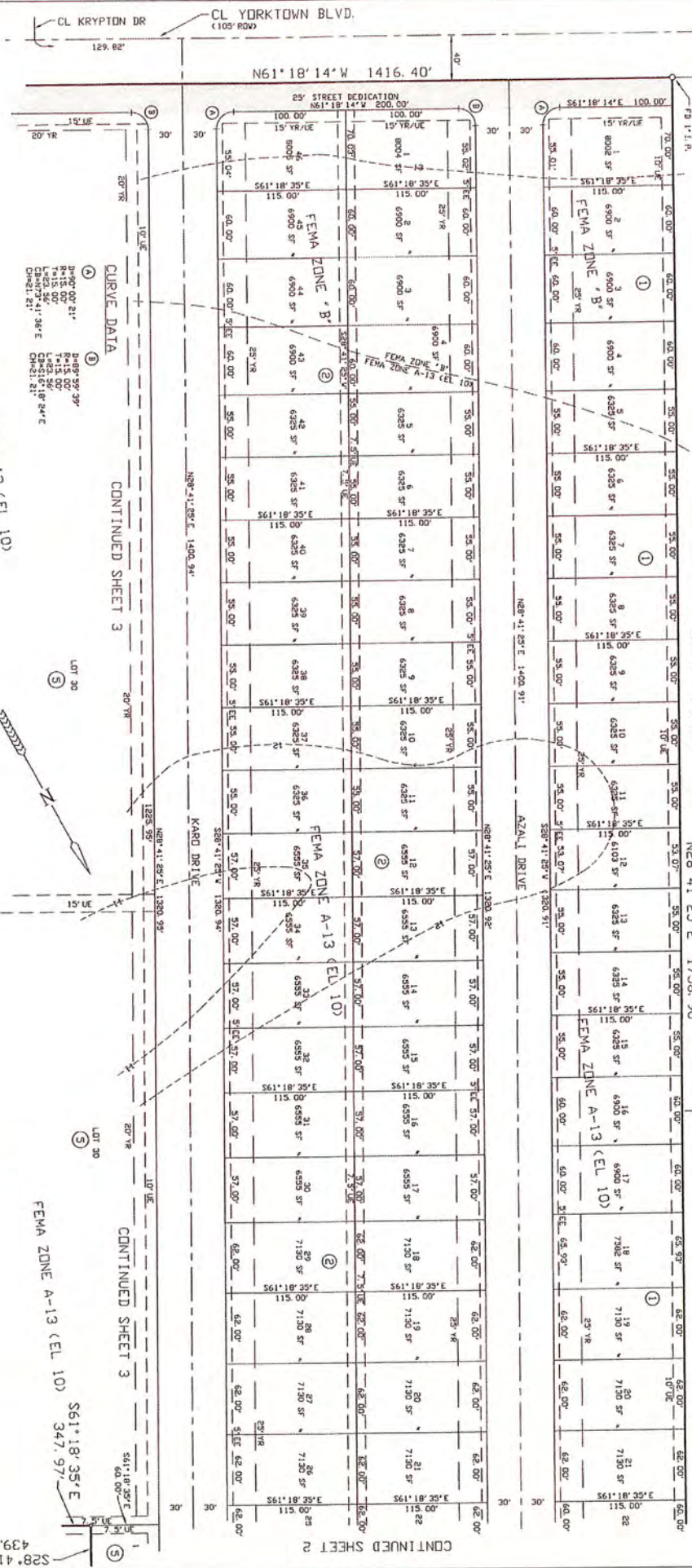
This instrument was acknowledged before me on 8/26/19, 2019, by Alex Azali, President, Dorsal Development LLC, a Texas limited Liability Company, on behalf of said corporation.

[Signature]
Notary Public's Signature



MODEL FRANKS, LLC, DOC. NO. 2008039737, D. R. N. C. 1,
 PART: LOTS 7 & 10, SECTION 24, T88S40N, R. 11E,
 S. 41, T. 41, S. 42, N. R. N. C. 1.

MODEL FLEM CORPUS DRIVE, REMAINERS OF PART
 OF SECTION 24, T88S40N, R. 11E,
 S. 41, P. 41 - 43, REMIT: V. 19196, P. 225, INSTRIT



CURVE DATA

① $R=693.92'$
 $PI=15.00'$
 $LC=23.54'$
 $CA=87.41'$
 $CH=21.51'$

② $R=693.92'$
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CONTINUED SHEET 3

CONTINUED SHEET 3

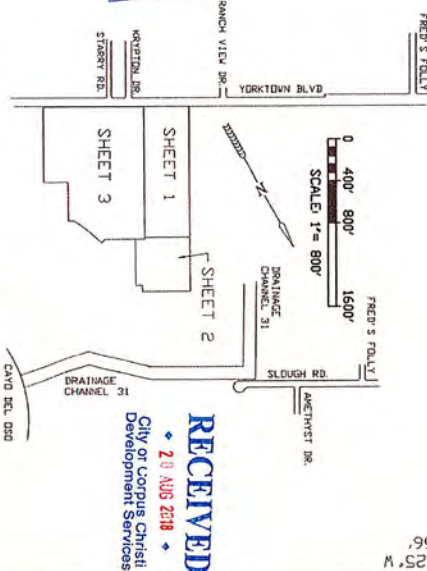
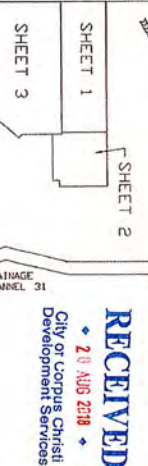
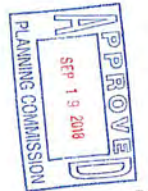
STATE OF TEXAS
 COUNTY OF NUECES
 WE, GENERAL DEVELOPMENT, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND OR
 PART THEREOF SHOWN AND DESCRIBED IN THE FOREGOING PLAT, SUBJECT TO A LHA IN FAVOR OF
 THE STATE OF TEXAS, AND THAT WE HAVE HAD SAID LAND SURVEYED AND CORRECTED
 AS REQUIRED BY THE SURVEYING ACTS AND STATUTES OF THE STATE OF TEXAS, AND THAT
 SAID INSTRUMENT, WHEN FILED, WILL BE RECORDED IN THE PUBLIC RECORDS OF THE
 COUNTY OF NUECES, TEXAS, AND THAT THE PURPOSE OF THIS INSTRUMENT IS TO
 CORRECT THE SURVEYING RECORDS OF THE COUNTY OF NUECES, TEXAS, AND THAT THIS
 INSTRUMENT IS NOT PREVIOUSLY RECORDED, AND IS HEREBY DEVOTED TO THE PUBLIC USE FOREVER, AND THAT THIS
 INSTRUMENT IS NOT PREVIOUSLY RECORDED, AND IS HEREBY DEVOTED TO THE PUBLIC USE FOREVER, AND THAT THIS
 INSTRUMENT IS NOT PREVIOUSLY RECORDED, AND IS HEREBY DEVOTED TO THE PUBLIC USE FOREVER, AND THAT THIS

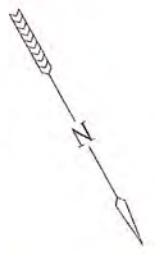
STATE OF TEXAS
 COUNTY OF NUECES
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY A. O. AZALI, PRESIDENT OF GENERAL
 DEVELOPMENT, LLC,
 THIS THE _____ DAY OF _____ 20____

**PLAT OF
 AZALI ESTATES UNIT 1**

CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
 FIRM NO. F-352, 3054 S. ALAMEDA ST.
 CORPUS CHRISTI, TEXAS 78404





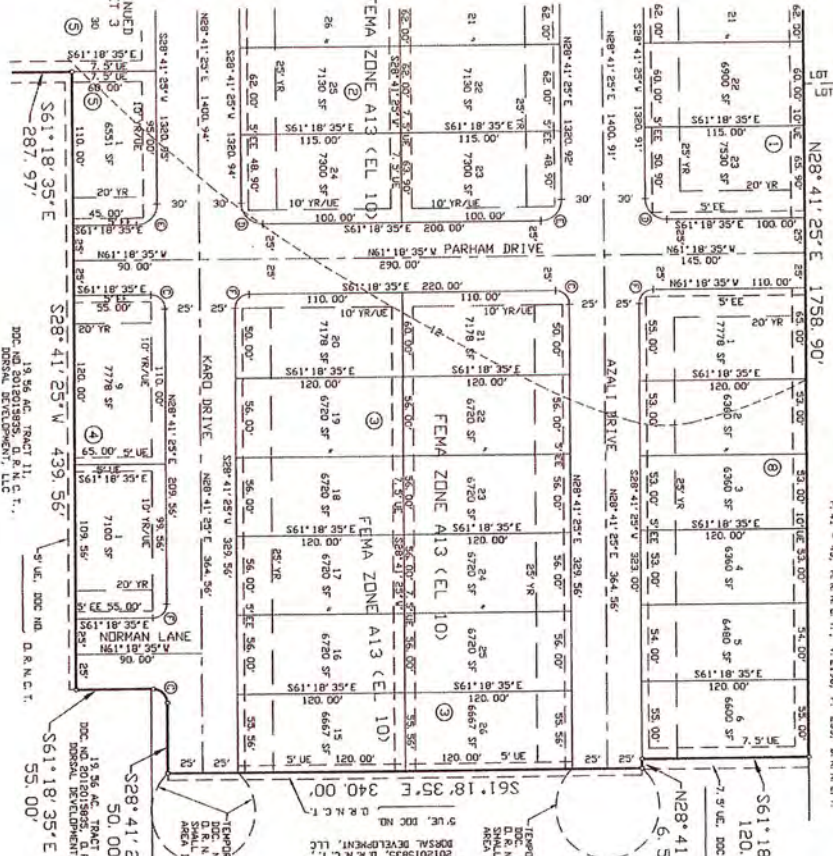
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R-11.5 00"
L-23.50'
C=351.67' 18.39° E
C=14.14'

② P-90' 00" 00"
R-11.5 00"
L-23.50'
C=351.67' 18.39° E
C=14.14'

③ P-90' 00" 00"
R-11.5 00"
L-23.50'
C=351.67' 18.39° E
C=14.14'

④ P-90' 00" 00"
R-11.5 00"
L-23.50'
C=351.67' 18.39° E
C=14.14'

CONTINUED FROM PREVIOUS SHEET



MADE, L.T. W. JAMES CASAR, REGISTERED ENGINEER, P.E. NO. 141,141
P. 41 - 02, D. R. N. C. T., V. 21366, P. 225, D. R. N. C. T.

- NOTES**
- THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE GROUND BAY. THE TCOO HAS BEEN DETERMINED TO BE 1.00' ABOVE THE FINISHED GRADE. THE RECEIVING WATER IS TO BE STORED IN THE TCOO AND CATEGORIZED AS TYPICAL POTENTIAL FLOOD.
 - SEE 9-17-10, 11 AT ALL LOT CORNERS UNLESS SPECIFIC OTHERWISE. ALL HIGH ROSES SET CONFORM PLASTER CORNERS.
 - THE BASIS OF BOUNDARIES IS THE STATE OF TEXAS UNIVERSAL COORD. SOUTH ZONE, 1983.
 - ALL OF THE SUBJECT SITE LIES IN ZONE A13 (EL. 10) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48504 0500 C, NUCCES COUNTY, TEXAS (UNINCORPORATED AREAS). MAP RECORDED MARCH 18, 1983. EXCEPT FOR AREAS IN ZONE 5 (HIGH WINDS) DESIGNATED AS SPECIAL.
 - LEAD, DESCRIPTION A 4.120 ACRES TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 1, 2 AND 10 OF MAP RECORDED MARCH 18, 1983, IN THE COUNTY OF NUCCES, TEXAS, AS SHOWN ON VOLUME 11, PAGE 41 - 42, MAP RECORDS, NUCCES CO., TX.
 - THERE ARE NO KNOWN NATURAL, WATER BODIES, JURISDICTIONAL WETLANDS, ENDANGERED SPECIES HABITAT, A STORM WATER POLLUTION PREVENTION PLAN WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR ANY PRODUCT ONE (1) ADE OR GREATER OR A STORM WATER POLLUTION CONTROL PLAN IF LESS THAN ONE (1) ADE.
 - SPRINKLER INSTALLATION WILL BE REQUIRED DURING THE BUILDING PERMIT PHASE.
 - IF LOTS 20, 23 AND 26, BLOCK 5, ARE DEVELOPED WITH RESIDENTIAL USES, COMPLIANCE WITH THE OPEN SPACE REQUIREMENTS WILL BE REQUIRED DURING THE BUILDING PERMIT PHASE.
 - THE TOTAL PLATTED AREA CONTAINS 43,190 SQUARE FEET INCLUDING STREET DEVELOPMENT.
 - THE MAP REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING LAW CHANGES.
 - NO PRIVATE DRIVEWAY ACCESS ONTO YORKTOWN BOULEVARD FOR LOTS IN BLOCKS 1 & 2.
 - NO PRIVATE DRIVEWAY ACCESS ONTO KARO DRIVE FROM LOT 20, BLOCK 5.

STATE OF TEXAS
COUNTY OF NUCCES

I, NIXON H. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF STATE & UNDER ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING STATEMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS AND THAT I HAVE BEEN EMPLOYED TO PREPARE THIS INSTRUMENT AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS.

THIS _____ DAY OF _____ 20____

NIXON H. WELSH, R.E.L.S.



CORPUS CHRISTI, NUCCES COUNTY, TEXAS

PLAT OF
AZALI ESTATES UNIT 1
CONTINUED



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

DATE PLATTED 8/15/18
DRAWN BY: JAW
SCALE: 1" = 60'
PLOT SCALE: SAME

STATE OF TEXAS §
COUNTY OF NUCCES §

(I, NIXON H. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF STATE & UNDER ENGINEERING, HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LISH ON THE LAND EMPRISED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

STATE OF TEXAS §
COUNTY OF NUCCES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS _____ DAY OF _____ 20____

WITNESSE MY HAND AND SEAL THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF NUCCES §

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

STATE OF TEXAS §
COUNTY OF NUCCES §

DATE _____

WILLIAM J. GREEN, P.E.
DEVELOPMENT SERVICES ENGINEER

STATE OF TEXAS §
COUNTY OF NUCCES §

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. 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, NUCCES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

BY: _____ KARA SANDS, CLERK
COUNTY COURT
NUCCES COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF NUCCES §

19.56 AC. TRACT 11, DOC. NO. 2010013965, D. R. N. C. T., DESSAL DEVELOPMENT, LLC.

STATE OF TEXAS §
COUNTY OF NUCCES §

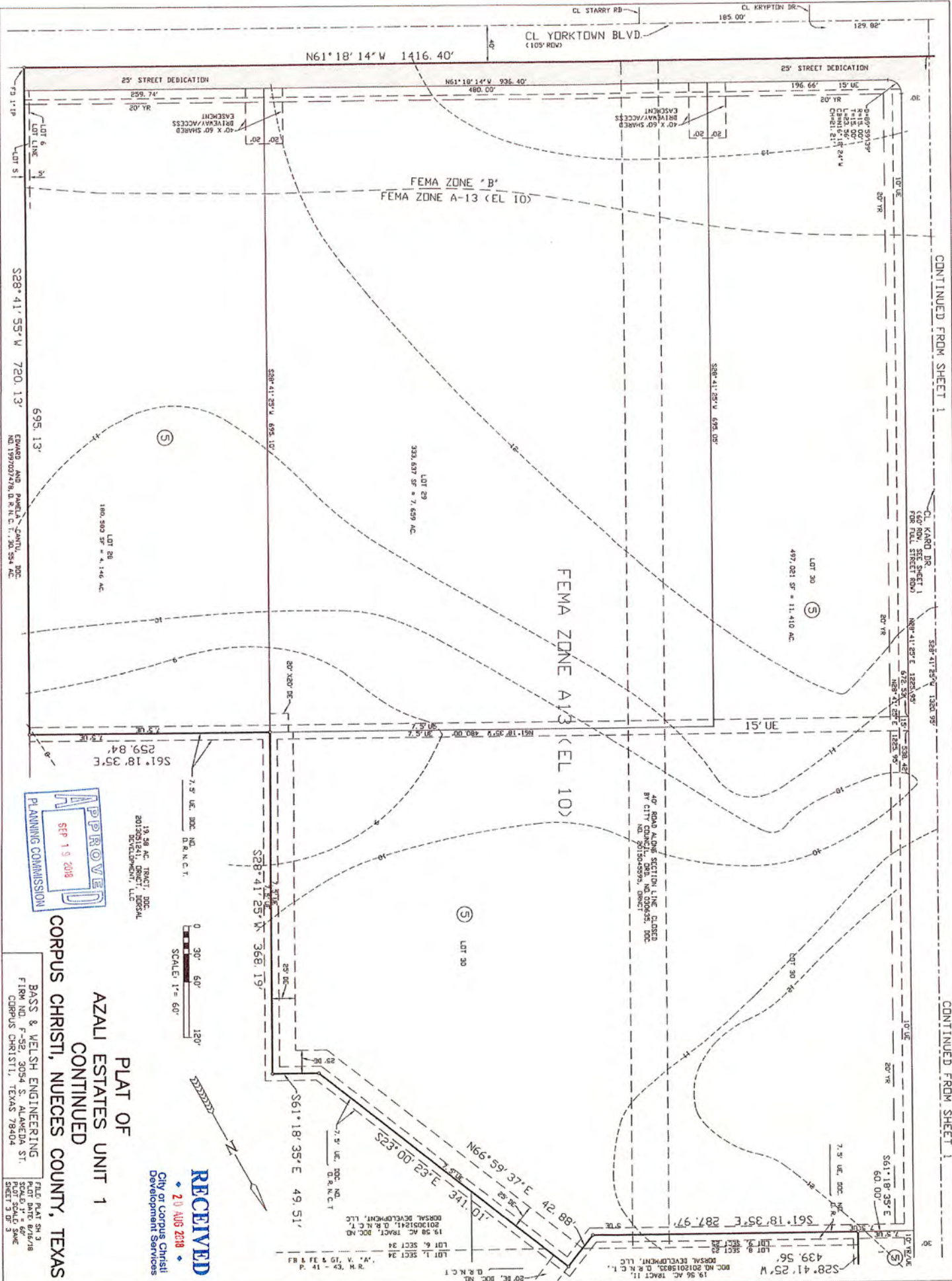
19.54 AC. TRACT 11, DOC. NO. 2010013965, D. R. N. C. T., DESSAL DEVELOPMENT, LLC.

STATE OF TEXAS §
COUNTY OF NUCCES §

50.00' TRACT 11, DOC. NO. 2010013965, D. R. N. C. T., DESSAL DEVELOPMENT, LLC.

STATE OF TEXAS §
COUNTY OF NUCCES §

55.00' TRACT 11, DOC. NO. 2010013965, D. R. N. C. T., DESSAL DEVELOPMENT, LLC.



CONTINUED FROM SHEET 1

CONTINUED FROM SHEET 1



19.38 AC TRACT, DOC. NO. 20120301241, D.R.N.C.T. DEVELOPER, LLC



PLAT OF
AZALI ESTATES UNIT 1
CONTINUED
CORPUS CHRISTI, NUECES COUNTY, TEXAS

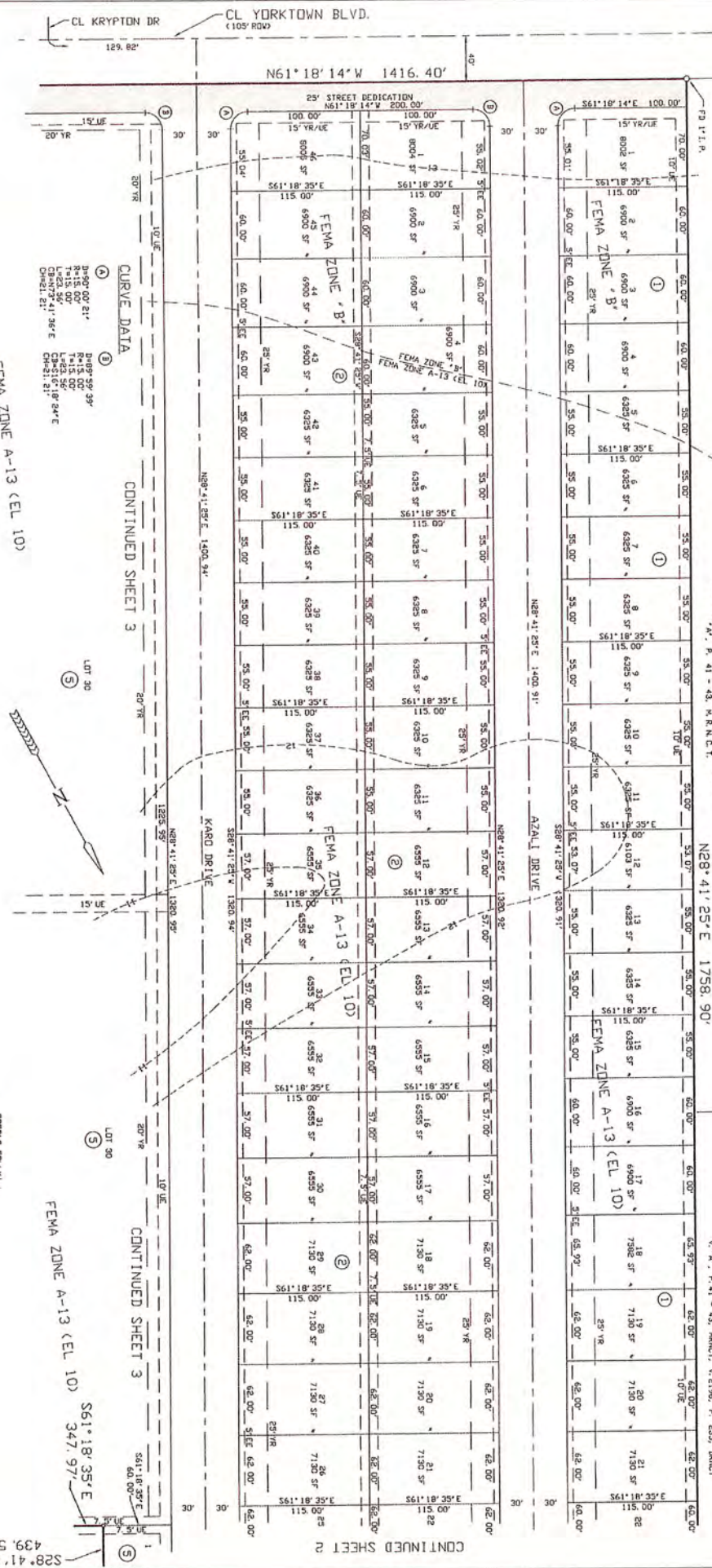
RECEIVED
 2018 AUG 23 10:21 AM
 City of Corpus Christi
 Development Services

BASS & WELSH ENGINEERING
 FIRM NO. F-52, 3054 S. ALAMEDA ST.
 CORPUS CHRISTI, TEXAS 78404
 FILE PLAT SH 3
 PLAT DATE 8/16/18
 PLAT SCALE 3/4" = 1' = 30'

MODEL FARMS, L.L.C. DOC. NO. 20080289731, D.R.N.C. 1,
 PART: LOTS 7 & 10, SECTION 22, TARRANT, W.,
 N. 1/4, P. 41 - 42, N.R.N.C. 1.

MODEL FARM, CORNUS CHRIST, DEWILMBER 27 2018
 V. 41, P. 41
 123 HANCOCK P. 225 DANCY

N28°41'25"E 1758.90'



STATE OF TEXAS §
 COUNTY OF NUECES §
 WE, CORPUS CHRISTI, L.L.C. HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND
 DESCRIBED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIAISON FAVOR OF
 THE STATE OF TEXAS, AND THAT WE HAVE NO OTHER INTERESTS IN SAID LAND, AND THAT WE
 AS SPOUSE, THAT EXECUTORS AND SURETIES HAVE BEEN APPOINTED AND SERVICE DEPOSITED, OR IF
 NOT PREVIOUSLY DEPOSITED, ARE HEREBY DEPOSITED TO THE PUBLIC USE FOREVER, AND THAT THIS
 PLAT WAS MADE FOR THE PURPOSE OF DESCRIPTION AND RECORDATION.
 THIS THE _____ DAY OF _____ 20____

S/S G. AZALI, PRESIDENT

STATE OF TEXAS §
 COUNTY OF NUECES §
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY A.A. O. AZALI, PRESIDENT OF CORPUS
 CHRISTI, L.L.C.
 THIS THE _____ DAY OF _____ 20____
 COUNTY CLERK, IN AND FOR
 THE STATE OF TEXAS

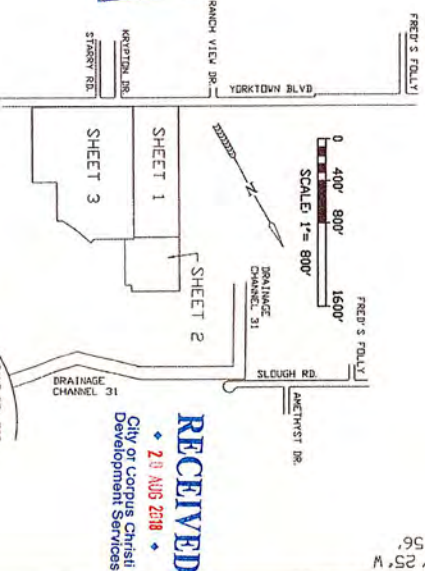
CORPUS CHRISTI, NUECES COUNTY, TEXAS

AZALI ESTATES UNIT 1

PLAT OF

42.100 ACRES TRACT OF LAND, MORE OR LESS, 1 SECTION 22, TARRANT, W.,
 PART OF LOTS 7, 8, 9, 10, AND 6, SECTION 22, FLOOR BLUFF AND
 IN VOLUME "A", PAGE 41 - 43, MAP RECORDS, NUECES CO., TX

BASS & WELSH ENGINEERING
 FIRM NO. F-32, 3054 S. ALAMEDA ST.
 CORPUS CHRISTI, TEXAS 78404



528°41'25" W
 439.56'

APPLICATION FOR WATER ARTERIAL AND GRID MAIN REIMBURSEMENT

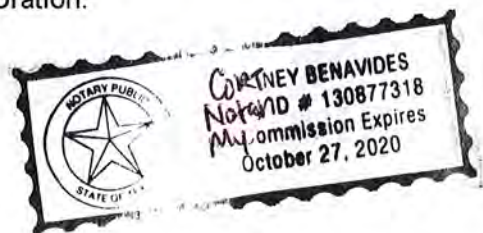
We, Dorsal Development LLC, PO Box 8155, Corpus Christi Texas, 78465, owners and developers of proposed Azali Estates Unit 1, Corpus Christi, hereby, request reimbursement of \$147,999.99 for the installation of a Water Arterial Transmission and Grid Main Extension, and a Distribution Main Line Extension in conjunction with said property, as provided for by UDC Section 8.5.1. \$147,999.99 is the construction cost minus \$31,053.61 in acreage fee credit, including Engineering and Surveying, as shown by the cost supporting documents attached herewith.

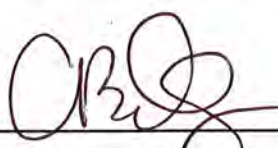
By: 
Alex Azali, President

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on 8/26/19 by Alex Azali, President, of, Dorsal Development LLC, a Texas Limited Liability Corporation, on behalf of the said corporation.




Notary Public in and for the State of 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 Water Arterial Transmission and Grid Main Trust Fund, and
- (b) Appropriation and approval by the City Council.


Development Services Contracts Administrator

26 Aug 2019
(Date)

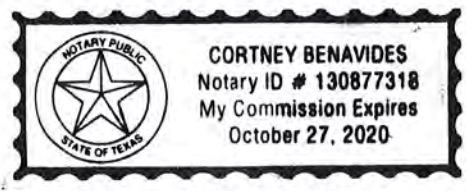
APPLICATION FOR WATER LINE CREDIT

We, Dorsal Development LLC, PO Box 8155, Corpus Christi Texas, 78465, owners and developers of proposed Azali Estates Unit 1, Corpus Christi, hereby apply for \$31,053.61 credit towards the wastewater system lot fee for the installation of the wastewater trunk main line as provided for by UDC Section 8.5.1.C \$179,053.60 is the estimated construction cost as shown by the cost supporting documents attached herewith.

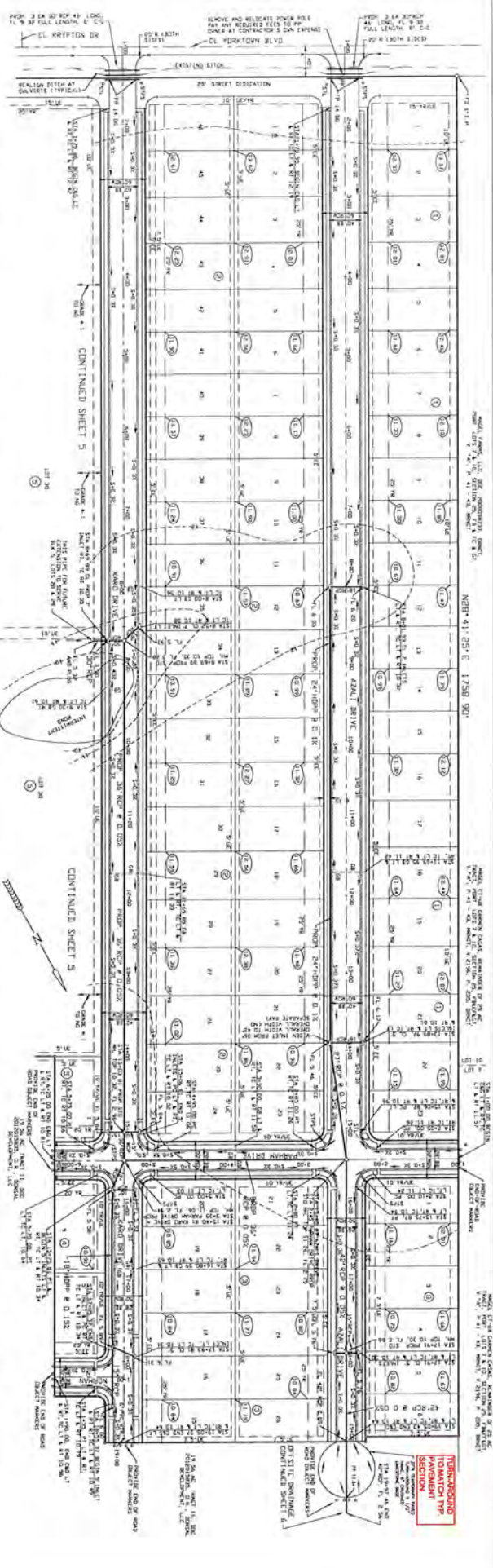
By: YB
Title: President
Date: 8/22/19

STATE OF TEXAS §
COUNTY OF NUCES §

This instrument was acknowledged before me on 8/22/19 by Alex Azali, President, of said entity.



[Signature]
Notary Public in and for the State of Texas



NOTE: SEE SHEET 5 FOR CONTINUED PLAN
 NORTH ARROW: 1738 90°

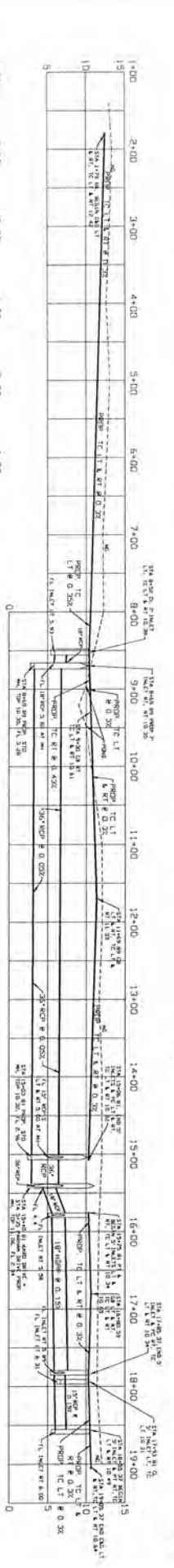
NOTE: SEE SHEET 5 FOR CONTINUED PLAN
 NORTH ARROW: 1738 90°

NOTE: SEE SHEET 5 FOR CONTINUED PLAN
 NORTH ARROW: 1738 90°

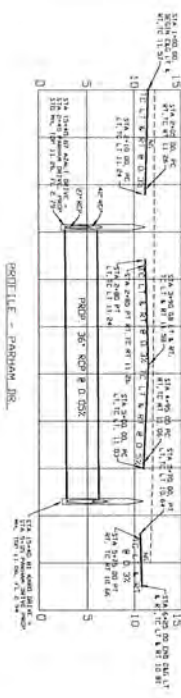
PLAN/SECTION
 PLAN/SECTION
 PLAN/SECTION



PROFILE - AZALI DR.



PROFILE - KARD DR.



PROFILE - PARKWAY DR.

HDPD Just Listed Architecture
 1000 N. 10th St., Suite 100
 Phoenix, AZ 85006
 (602) 944-1111
 www.justlisted.com



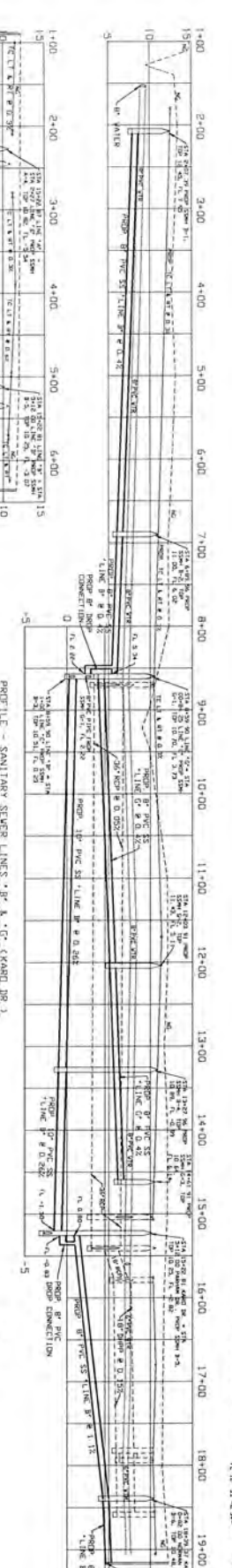
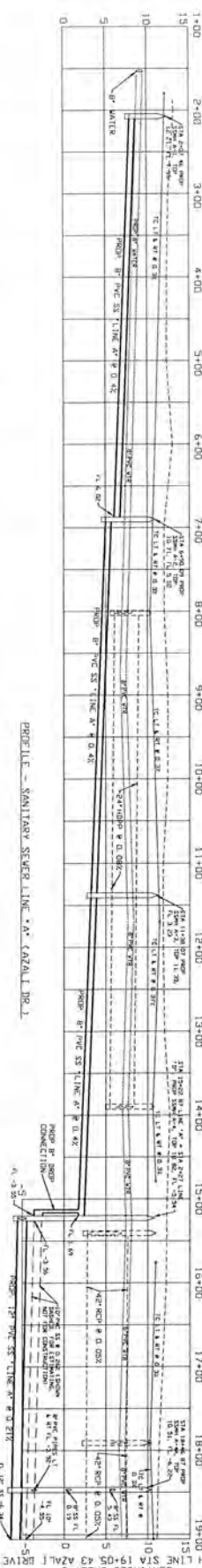
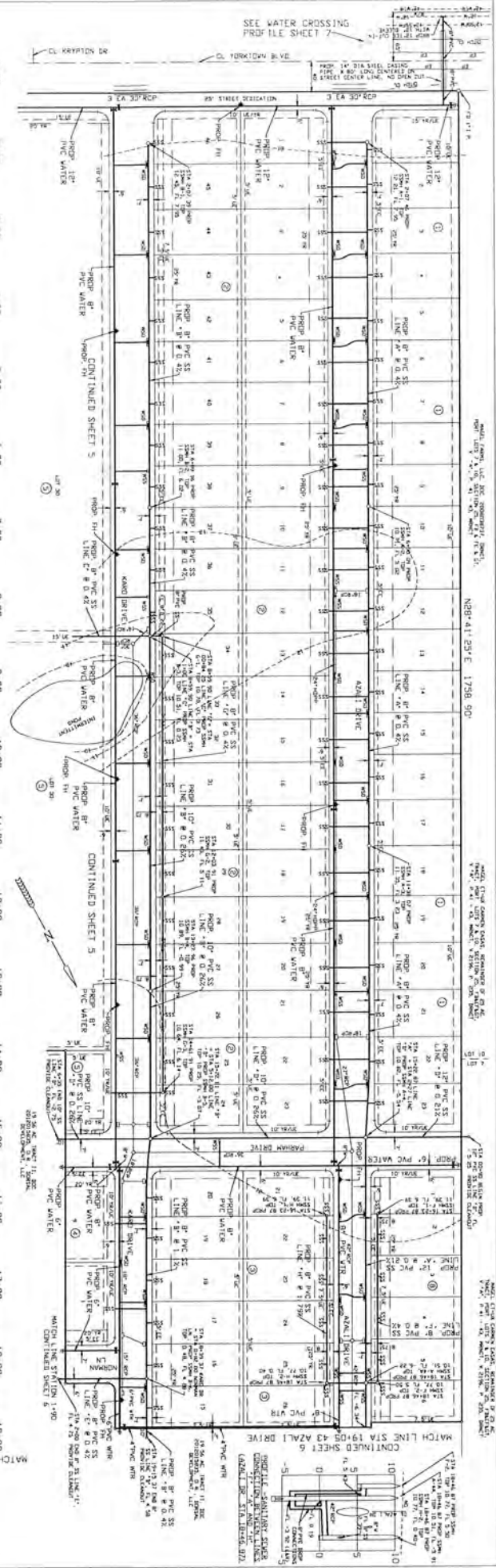
David J. Basso
 Professional Engineer
 License No. 10000
 State of Arizona
 06/23/19

PARKING, GRADING AND DRAINAGE PLAN SHEET 1
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS NOTED OTHERWISE.
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SIDEWALK UNLESS NOTED OTHERWISE.
 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CURB UNLESS NOTED OTHERWISE.
 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVE UNLESS NOTED OTHERWISE.
 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ALLEY UNLESS NOTED OTHERWISE.
 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS NOTED OTHERWISE.
 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BLOCK UNLESS NOTED OTHERWISE.



BASS AND WELSH ENGINEERING
 1000 N. 10th St., Suite 100
 Phoenix, AZ 85006
 (602) 944-1111
 www.bassandwsh.com

PUBLIC IMPROVEMENTS TO AZALI ESTATES UNIT 1, CORPUS CHRISTI, MARICOPA CO., AZ
 PAVING, GRADING AND DRAINAGE PLAN, SHEET AND STORM SEWER PROFILES
 DATE PLOTTED: 06/23/19
 SHEET 1 OF 7



PROVIDE EXEMPTIONS BY SIGNATURE INSTRUMENT ON FINAL PLAN PRIOR TO CITY ACCEPTANCE OF LINES

APPROVED FOR THE CITY OF HOUSTON
 DATE: 06/23/19

Digital/signed by: Cabell
 Houston, P.E.
 ON: Cabell/Houston, P.E.
 Development Services
 engineering@houston.gov
 DATE: 2019/07/18 16:22:48 -0500

BASS AND WELSH ENGINEERING
 70 REDBUSH CIRCLE, SUITE 300, AUSTIN, TEXAS 78745
 AZALI ESTATES UNIT 10
 CORPUS CHRISTI, NUECES CO., TX

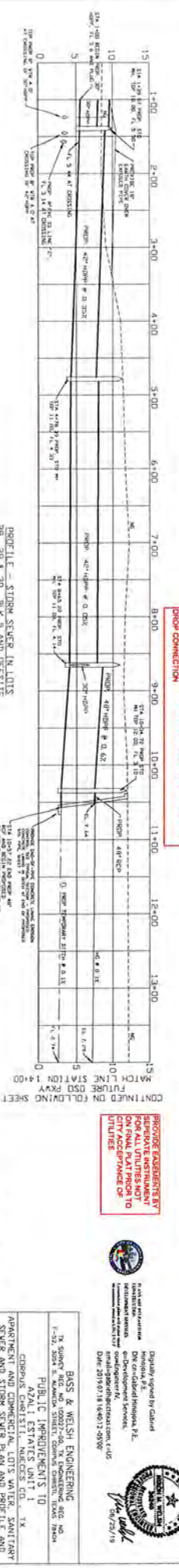
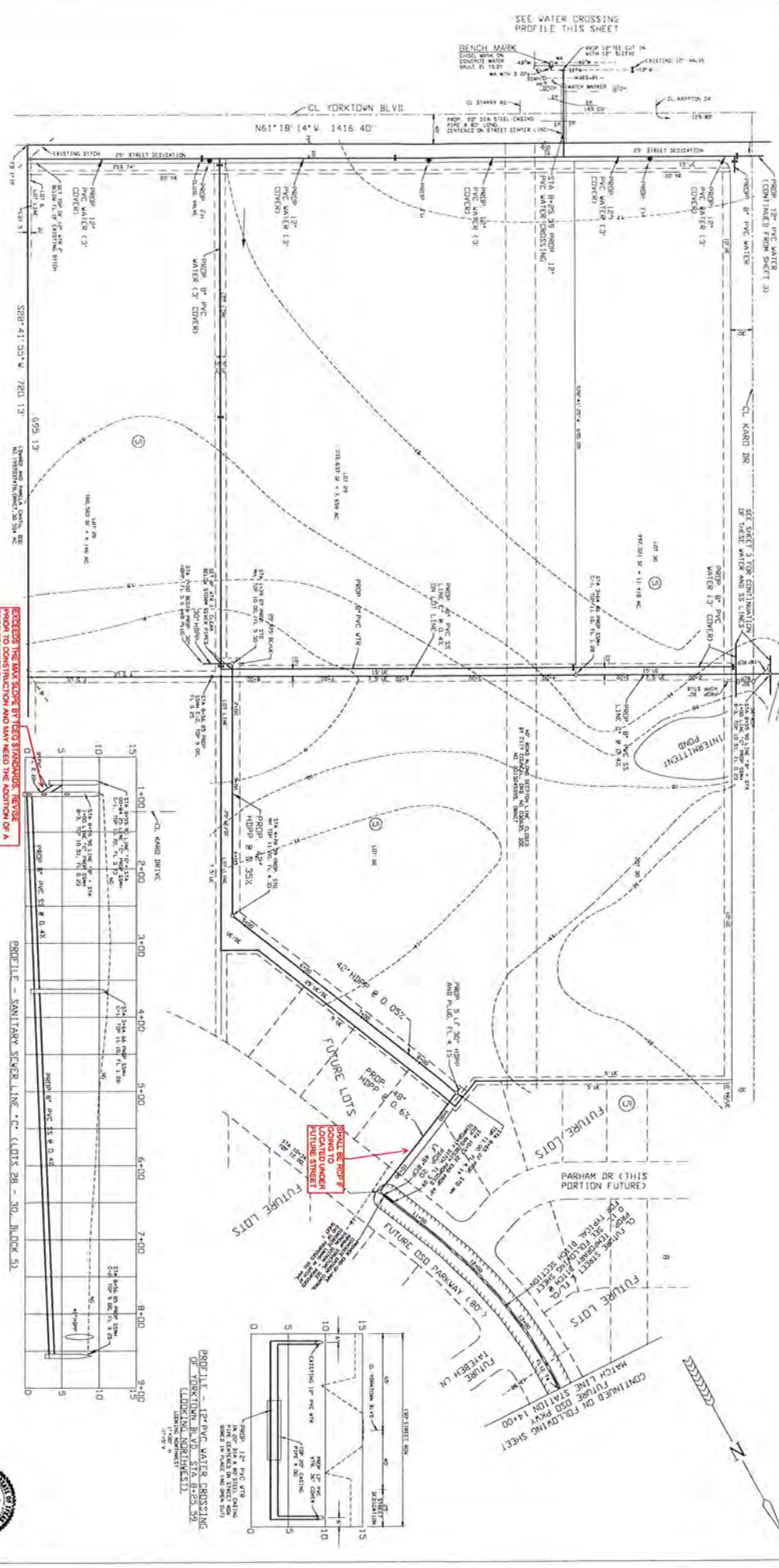
SANITARY SEWER AND WATER PLAN AND PROFILE

DATE: 06/23/19
 SHEET 3 OF 3



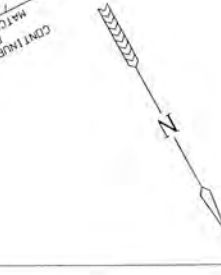
DATE: 06/23/19	SCALE: 1" = 40'
SHEET 3 OF 3	

SEE WATER CROSSING PROFILE THIS SHEET



PROFILE - STORM SEWER IN LOTS 28, 29 & 30, BLOCK 32 AND PER SITE

CONTINUED ON FOLLOWING SHEET



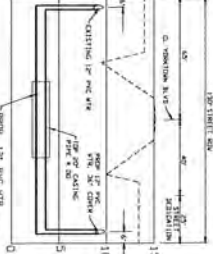
PROVIDE EMBLEMMENT BY SEPARATE INSTRUMENT FOR ALL UTILITIES NOT TO CITY ADOPTANCE OF UTILITIES

Divide approved by Cleland
 Registered Professional Engineer
 State of Texas License No. 10332
 56/23/19



BASS & WELSH ENGINEERING
 175 GUNNERY AVE. AND 100327-140, TX DENTON, TEXAS 76204
 (817) 281-1000
 PUBLIC IMPROVEMENTS UNIT 1
 GIBBONS CHRISTIE, INCORPORATED, TX
 APARTMENT AND COMMERCIAL LOTS WATER, SANITARY SEWER AND STORM SEWER MAIN AND PROFILE AND PER SITE
 CIVIL ENGINEER AND ARCHITECT
 DATE: 05/23/19

PROFILE - 12\"/>



SOIL BE PROTECT TO BE LOCATED UNDER FUTURE STREET

PARHAM DR (THIS PORTION FUTURE)

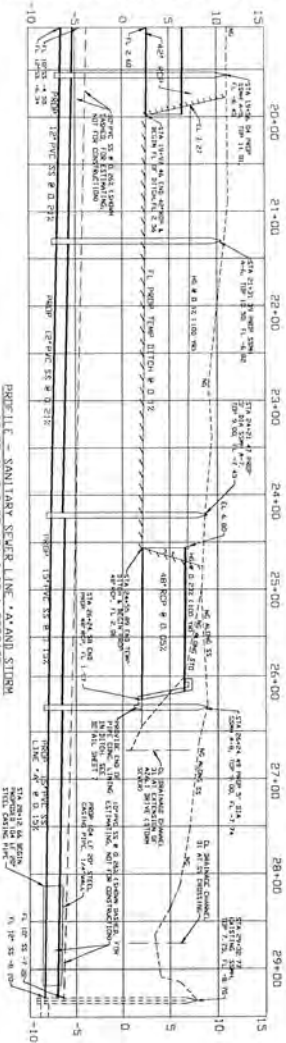
FUTURE DDD PARWAY (DD)

FUTURE LOTS

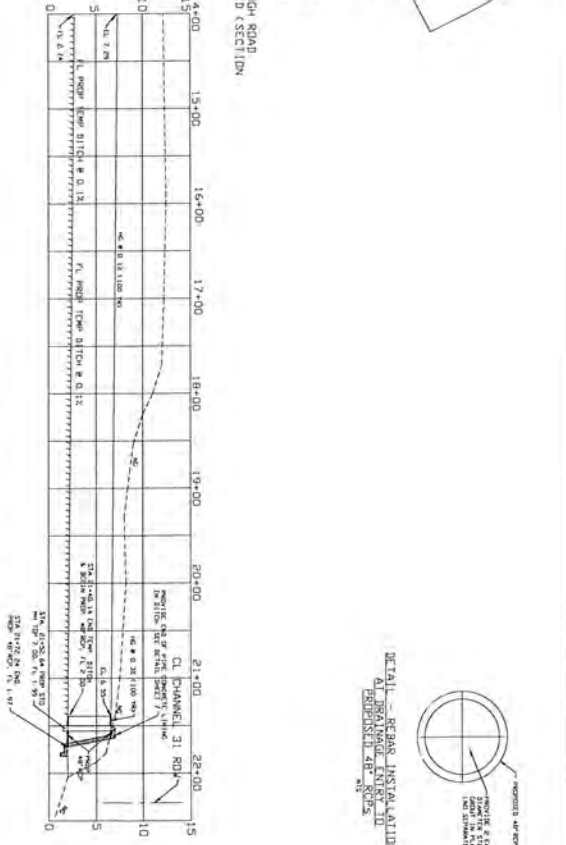
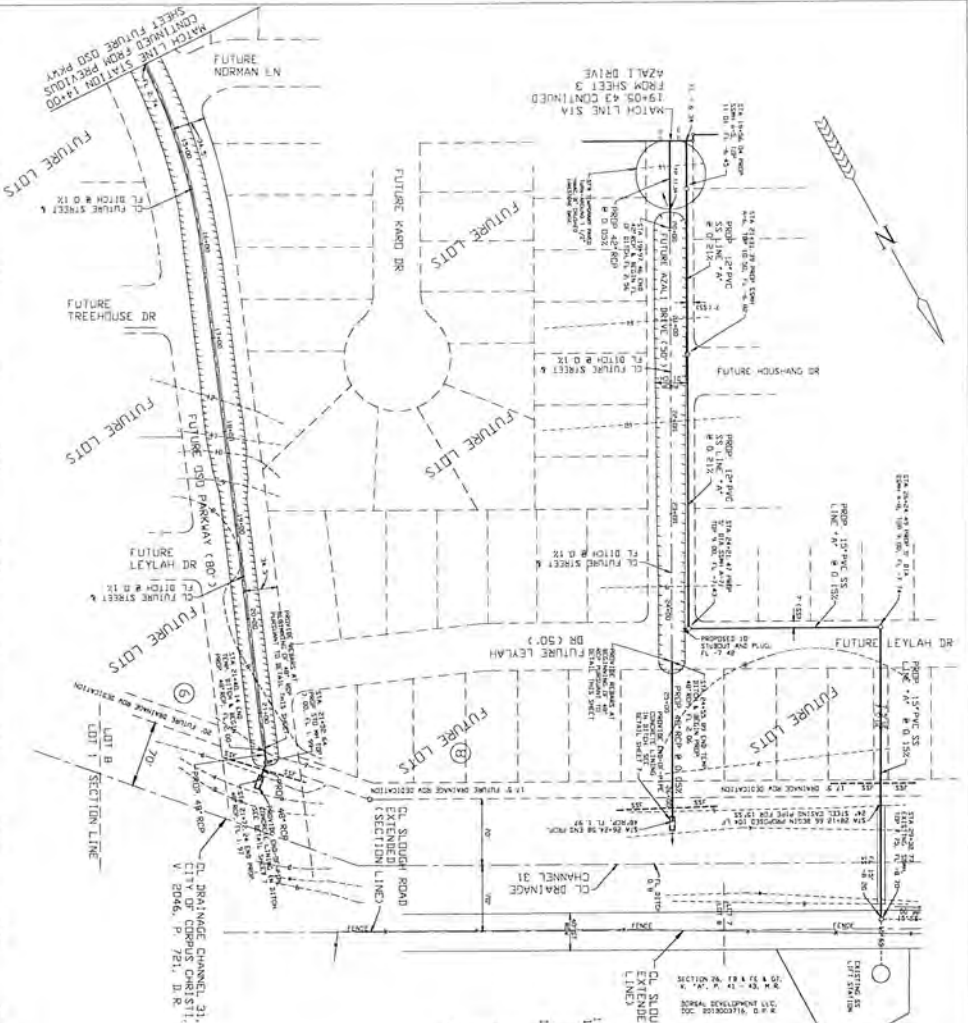
FUTURE LOTS

FUTURE LOTS

CONTINUED FROM SHEETS 2 & 3 AZALI DR



PROFILE - SANITARY SEWER LINE - A AND STUBB
SEWER IN FUTURE AZALI DR & DEFISTE

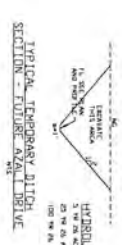
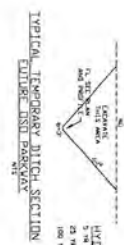


PROFILE - DEFISTIE STORM SEWER ALONG
FUTURE OSO PARKWAY

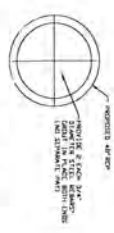
REMOVE EXISTING 30" DIA. SANITARY SEWER FROM ALL UTILITIES NOT UTILITIES



Originally signed by: Hingola, P.E.
DR. G. CARD HINGOLA, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
No. 10485
Exp. 08/27/18
DME: 03191718 (M023) 05700



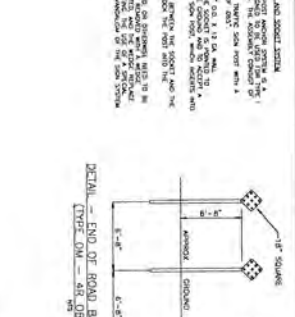
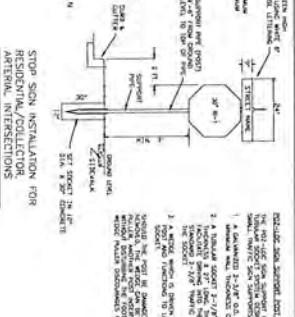
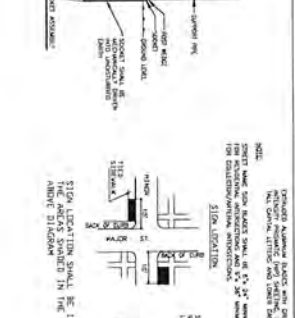
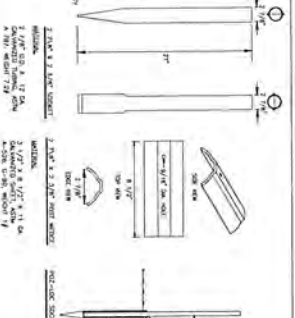
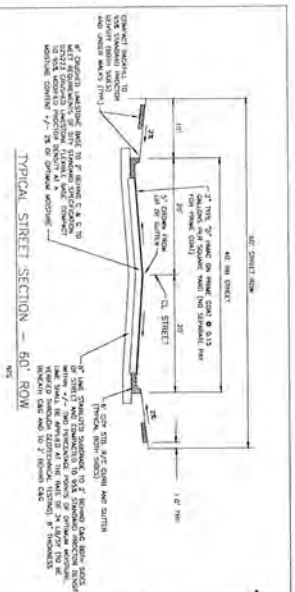
DETAIL - SEWER INSTALLATION
ALONG FUTURE OSO PARKWAY



BASS AND WELSH ENGINEERING
700 W. WASHINGTON ST. SUITE 3000, AMARCO STREET
PUBLIC UTILITIES UNIT 1
AZALI ESTIMATES UNIT 1
CORPUS CHRISTI, TEXAS
DFFSITE SANITARY SEWER AND STUBB
SEWER PLAN AND PROFILE
DATE: 08/27/18

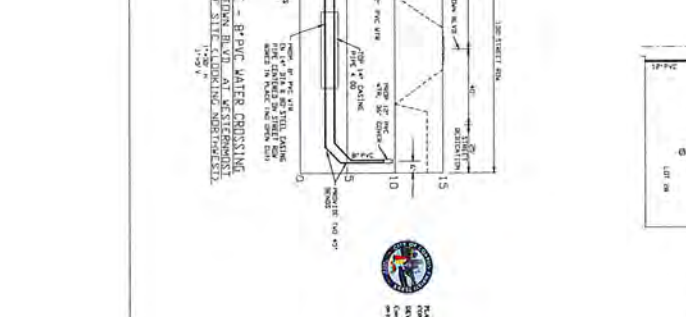
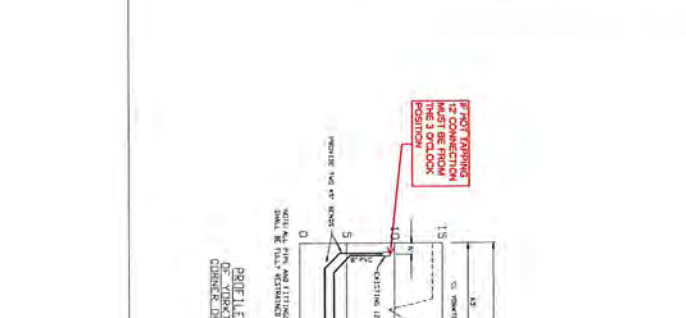
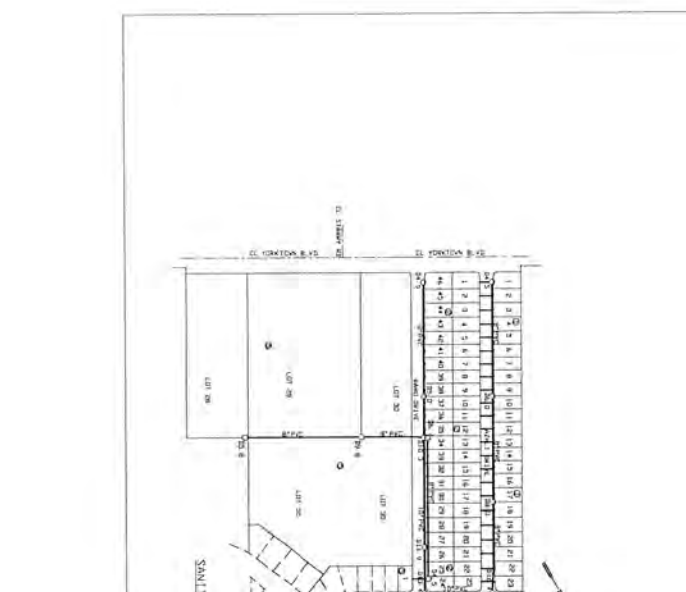
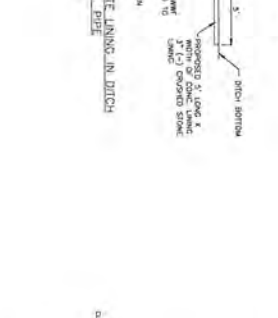
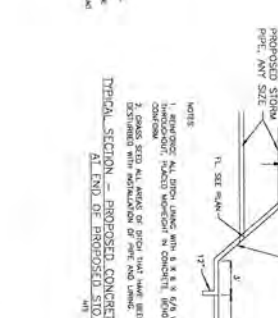
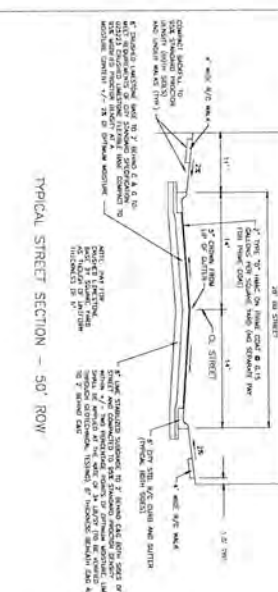


DATE PLOTTED	11/15/18	SCALE	AS SHOWN
DATE CHECKED	11/15/18	SCALE	AS SHOWN
DATE APPROVED	11/15/18	SCALE	AS SHOWN



Notes for Typical Street Section - 60' ROW:

- 1. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 2. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 3. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 4. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 5. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 6. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 7. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 8. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 9. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 10. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 11. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 12. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 13. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 14. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 15. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 16. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 17. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 18. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 19. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.
- 20. 12" DIA. CURB ON 6" CONC. SLAB @ 0.15% SLOPE.



Notes for Profile of 60" Pipe:

- 1. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 2. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 3. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 4. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 5. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 6. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 7. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 8. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 9. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 10. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 11. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 12. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 13. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 14. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 15. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 16. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 17. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 18. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 19. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.
- 20. 60" DIA. PIPE ON 6" CONC. SLAB @ 0.15% SLOPE.

Project Information:

Project Name: PUBLIC IMPROVEMENTS TO YORKTOWN ESTATES UNIT 1, CYPRESS CHRISTI, NILES CO, TX

Client: BASS AND WELSH ENGINEERS

Contract No: 20190718164544-05100

Date: 2019/07/18

Scale: 1" = 10'

Sheet No: 20190718164544-05100-SW-1

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

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

3054 S. Alameda St.
 361 882-5521- FAX 361 882-1265

10029-PCE-WTR
 05/28/19/2019

AZALI ESTATES UNIT 1
 WATERLINE REIMBURSEMENT ESTIMATE
 12" GRID MAIN

12" GRID MAIN WATER ITEMS REIMBURSABLE BY CITY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	12" PVC PIPE	1548	LF	62.00	\$ 95,976.00
2.	12" GATE VALVE W/BOX	4	EA	1,250.00	5,000.00
3.	12" TEE	8	EA	600.00	4,800.00
4.	12" EL ANY ANGLE	2	EA	750.00	1,500.00
5.	12" SLEEVE	1	EA	1,000.00	1,000.00
6.	12" CAP TAPPED FOR 2"	2	EA	450.00	900.00
7.	6" DIA X 30" PVC PIPE NIPPLE	12	EA	200.00	2,400.00
8.	6" GATE VALVE W/BOX	4	EA	950.00	3,800.00
9.	6" 90°EL	4	EA	600.00	2,400.00
10	FIRE HYDRANT ASSEMBLY	4	EA	3,000.00	12,000.00
11.	DEWATERING FOR 12" PIPE AT YORKTOWN BLVD CROSSING	1	LS	5,000.00	5,000.00
12.	20" STEEL CASING PIPE BORED IN PLACE (NO OPEN CUT)	80	LF	350.00	28,000.00

SUBTOTAL	\$ 162,776.00
10% ENGINEERING & SURVEYING	16,277.60
SUBTOTAL	\$ 179,053.60
LESS WATER ACREAGE FEE	(31,053.61)
TOTAL AMOUNT REIMBURSEABLE	\$ 147,999.99



**CITY OF CORPUS CHRISTI
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".

FIRST NAME: _____

STREET: _____ CITY: _____ ZIP: _____

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner 4. Association 5. 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)
_____	_____
_____	_____

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
_____	_____
_____	_____

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
_____	_____
_____	_____

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 35 or more of the ownership in the above named "firm".

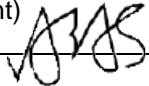
Name	Consultant
_____	_____
_____	_____

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: _____
(Type or Print)

Title: _____

Signature of Certifying Person:  _____

Date: _____

DEFINITIONS

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

**DISTRIBUTION MAIN EXTENSION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Water Distribution Main Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Dorsal Development LLC, ("Developer/Owner"), a Texas Limited Liability Company.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on September 19, 2018 to develop a tract of land, to wit: approximately 43.19 acres known as Azali Estates Unit 1, Corpus Christi Texas 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 distribution main extension ("Distribution Main Extension");

WHEREAS, it is to the best interest of the City that the Distribution Main Extension be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.1.C.2. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Distributions Main Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs for installing the Distribution Main Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

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.** 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.

2. REQUIRED CONSTRUCTION. Developer/Owner shall construct the Distribution Main Extension 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.

3. PLANS AND SPECIFICATIONS.

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

1.	8" PVC PIPE	130	LF
2.	12" SLEEVE	1	EA
3.	12" TEE	1	EA
4.	8" 90° EL	2	EA
5.	DEWATERING FOR 8" PIPE AT YORKTOWN BLVD CROSSING	1	LS
6.	14" STEEL CASING PIPE BORED IN PLACE (NO OPEN CUT)	80	LF

b. The plan must be in compliance with the City's master plans.

c. The plans and specifications must comply with the City's Water Distribution Standards Detail Sheets and Standard Specifications.

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

4. SITE IMPROVEMENTS. Prior to the start of construction of the Distribution Main Extension, the Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Distribution Main 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 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.

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

6. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Distribution Main Extension, under the approved plans and specifications, by **October 30, 2020**.

7. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.

8. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and 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.

9. 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 and to the Development Services Engineer by the 40th calendar day after the date of approval of this Agreement by the City Council.
- c. Developer/Owner fails to award a contract for the construction of the Distribution Main Extension, according to the approved plans and specifications, by the 70th calendar day after the date of approval of this Agreement by the City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Distribution Main Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Distribution Main Extension, under the approved plans and specifications, on or before **October 30, 2020**. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

10. 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 sufficient 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 the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the 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 the Developer/Owner by reducing the reimbursement amount due to the 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 the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the 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 in equity for such default.

11. 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; epidemics; 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.

12. 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:

**Dorsal Development LLC
PO Box 8155
Corpus Christi TX 78468**

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 must 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.

13. THIRD-PARTY BENEFICIARY. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Distribution Main Extension, contracts for testing services, and contracts with the contractor for the construction of the Distribution Main Extension must provide that the City is a third-party beneficiary of each contract.

14. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond 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. 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.

15. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Distribution Main Extension 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.

16. REIMBURSEMENT.

a. The maximum reimbursable amount pursuant to UDC §8.5.1. C.2. is \$43,010.00. Subject to the conditions for reimbursement from the City Developer Participation Funds and the appropriation of funds, the City will reimburse the Developer/Owner the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed **\$43,010.00** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

b. 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 within 30 days from the date of the City's administrative approval of the invoice in accordance with state law.

- c. Cost-supporting documentation to be submitted shall include:
 - 1. Summary of Costs and Work Performed 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, in accordance with the approved plans and specifications, and in compliance with the City's Infrastructure Design Manual, and all other local, state and federal laws, codes and regulations, and must have been inspected and accepted by the City.

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.

- e. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the 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 the uncured default occurred.

17. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT. 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 Distribution Main Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.1. C.

18. 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 attorney's 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.

19. 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.

20. DISCLOSURE OF INTEREST. 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**.

21. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

22. DEDICATION OF DISTRIBUTION MAINS. Upon completion of the construction, dedication of Distribution Main Extension will be subject to City inspection and approval.

23. 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. 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>.

24. 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>

25. 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.

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

Al Raymond
Director of Development Services
For City Manager

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

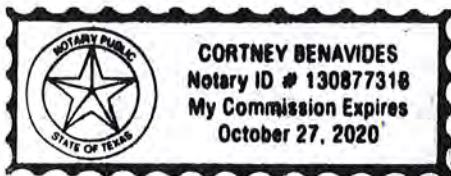
Dorsal Development LLC.

By: AZALI
Alex Azali
President

STATE OF Texas §
COUNTY OF Nueces §
§

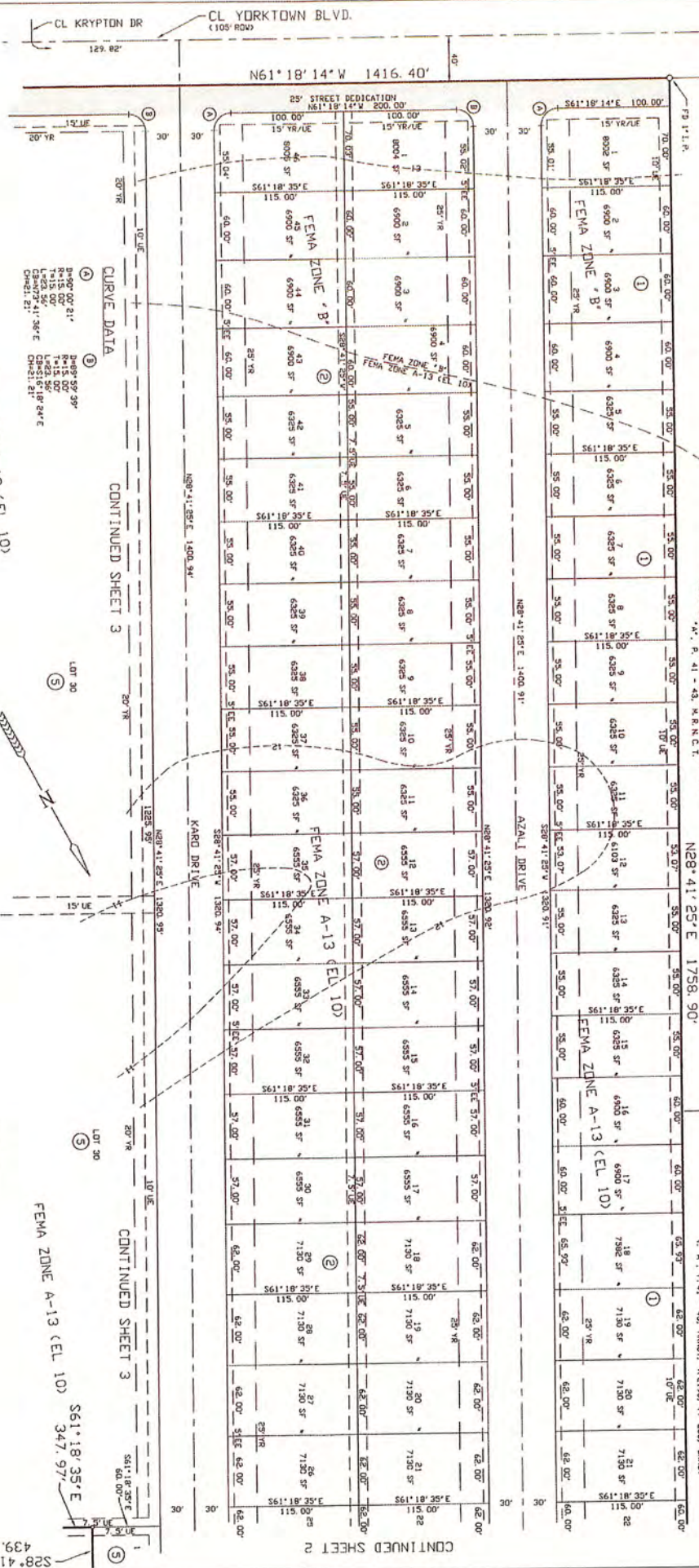
This instrument was acknowledged before me on 8/27, 2019, by Alex Azali, President, Dorsal Development LLC, a Texas limited Liability Company, on behalf of said corporation.

CBA
Notary Public's Signature



MODEL PLANS, L.L.C. 3006 N. 8000/2972, D. R. N. C. I.
 PORT, LOTS 7 & 10, SECTION 28, FISCATA, V.
 41, P. 41 - 43, N. R. N. C. I.

MODEL PLAN CORPUS CHRISTI, REMAINERS OF SEC. 28, AC.
 PORT, LOTS 7 & 10, SECTION 28, FISCATA, V.
 41, P. 41 - 43, REMIT. V. 3196, P. 225, DMCRT



STATE OF TEXAS §
 COUNTY OF HARRIS §
 THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY AYA O. AZALI, PRESIDENT OF CORPUS DEVELOPMENT, L.L.C.
 THIS THE _____ DAY OF _____ 20____

STATE OF TEXAS §
 COUNTY OF HARRIS §
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY AYA O. AZALI, PRESIDENT OF CORPUS DEVELOPMENT, L.L.C.
 THIS THE _____ DAY OF _____ 20____

AYA O. AZALI, PRESIDENT
 CORPUS DEVELOPMENT, L.L.C. AND TRS
 THE STATE OF TEXAS

PLAT OF
AZALI ESTATES UNIT 1
CORPUS CHRISTI, NUECES COUNTY, TEXAS

A 25.80 ACRES TRACT OF LAND, MORE OR LESS, A PART OF THE ESTATES UNIT 1, SECTION 28, FLOOR SLUFF AND IN THE VOLUME 41, PAGE 41 - 43, MAP RECORDS, NUECES CO., TX

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

DATE PLOTTED 8/16/18
 DRAWN BY: J. W. WELSH
 SCALE: 1" = 60'
 TITLE: PLAT OF SHEET 1 OF 3



RECEIVED
 21 AUG 2018
 City of Corpus Christi
 Development Services

1. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSB. BAY. THE TCOO HAS CLASSIFIED THE ADJACENT USE FOR THE OSB BAY AS TECHNOLOGICAL, AND OTHER WATERS. TCOO ALSO CONSIDERED THE RECEIVING WATER AS TECHNOLOGICAL USE.
2. SET 3/4" DIA. AT ALL LOT CORNERS UNLESS SHOWN OTHERWISE. ALL IRON ROOST SET CONFORM PLASTER CAPS UNLESS NOTED OTHERWISE.
3. THE BASIS OF BOUNDARIES IS THE STATE OF TEXAS (LAMBERT GRID, SOUTH ZONE, MAG. 1983).
4. ALL OF THE SUBJECT SITE LIES IN ZONE A13 (EL. 10) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 4834-A-0340-C, NUECES COUNTY, TEXAS (UNINCORPORATED AREA), MAP RECORDED MARCH 18, 1998. EXCEPT FOR AREAS IN ZONE "B" NEAR YORKTOWN BOULEVARD AS SHOWN.
5. LEAD, DESCRIPTION: A 42.100 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 7, 10 AND 19 AND A PORTION OF TRACTS 11, 12 AND 13, S&W 1/4, SEC. 10, T. 10N, R. 18E, S. 5E, B&S 1/4, SEC. 10, T. 10N, R. 18E, S. 5E, MAP RECORDS, NUECES CO., TX.
6. THERE ARE NO KNOWN ANIMAL WATER BODIES, JURISDICTIONAL WETLANDS, ENDANGERED SPECIES HABITAT, SPEC SUBMERGED LINGS OR CRITICAL DUNES ON THE SITE.
7. A STORM WATER POLLUTION PREVENTION PLAN WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR ANY PRODUCT ONE (1) ACRE OR GREATER OR A STORM WATER POLLUTION CONTROL PLAN IF LESS THAN ONE (1) ACRE.
8. IF LOTS 29, 29 AND 30, BLOCK 5, ARE DEVELOPED WITH RESIDENTIAL USES, COMPLIANCE WITH THE OPEN SPACE REGULATION WILL BE REQUIRED DURING THE BUILDING PERMIT PHASE.
9. THE TOTAL PLATTED AREA CONTAINS 4,170 ACRES OF LAND INCLUDING STREET DEDICATION.
10. SUBJECT TO CHANGE AS THE ZONING MAP CHANGES.
11. NO PRIVATE DRIVEWAY ACCESS ONTO YORKTOWN BOULEVARD FOR LOTS IN BLOCKS 1 & 2.
12. NO PRIVATE DRIVEWAY ACCESS ONTO 5400 DRIVE FROM LOT 30, BLOCK 3.

1. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSB. BAY. THE TCOO HAS CLASSIFIED THE ADJACENT USE FOR THE OSB BAY AS TECHNOLOGICAL, AND OTHER WATERS. TCOO ALSO CONSIDERED THE RECEIVING WATER AS TECHNOLOGICAL USE.

2. SET 3/4" DIA. AT ALL LOT CORNERS UNLESS SHOWN OTHERWISE. ALL IRON ROOST SET CONFORM PLASTER CAPS UNLESS NOTED OTHERWISE.

3. THE BASIS OF BOUNDARIES IS THE STATE OF TEXAS (LAMBERT GRID, SOUTH ZONE, MAG. 1983).

4. ALL OF THE SUBJECT SITE LIES IN ZONE A13 (EL. 10) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 4834-A-0340-C, NUECES COUNTY, TEXAS (UNINCORPORATED AREA), MAP RECORDED MARCH 18, 1998. EXCEPT FOR AREAS IN ZONE "B" NEAR YORKTOWN BOULEVARD AS SHOWN.

5. LEAD, DESCRIPTION: A 42.100 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 7, 10 AND 19 AND A PORTION OF TRACTS 11, 12 AND 13, S&W 1/4, SEC. 10, T. 10N, R. 18E, S. 5E, B&S 1/4, SEC. 10, T. 10N, R. 18E, S. 5E, MAP RECORDS, NUECES CO., TX.

6. THERE ARE NO KNOWN ANIMAL WATER BODIES, JURISDICTIONAL WETLANDS, ENDANGERED SPECIES HABITAT, SPEC SUBMERGED LINGS OR CRITICAL DUNES ON THE SITE.

7. A STORM WATER POLLUTION PREVENTION PLAN WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR ANY PRODUCT ONE (1) ACRE OR GREATER OR A STORM WATER POLLUTION CONTROL PLAN IF LESS THAN ONE (1) ACRE.

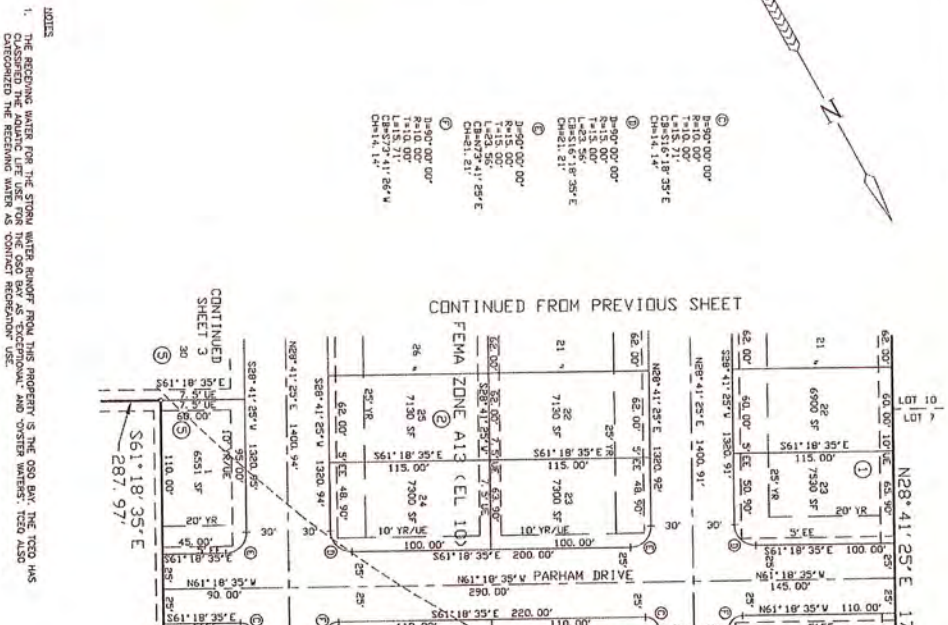
8. IF LOTS 29, 29 AND 30, BLOCK 5, ARE DEVELOPED WITH RESIDENTIAL USES, COMPLIANCE WITH THE OPEN SPACE REGULATION WILL BE REQUIRED DURING THE BUILDING PERMIT PHASE.

9. THE TOTAL PLATTED AREA CONTAINS 4,170 ACRES OF LAND INCLUDING STREET DEDICATION.

10. SUBJECT TO CHANGE AS THE ZONING MAP CHANGES.

11. NO PRIVATE DRIVEWAY ACCESS ONTO YORKTOWN BOULEVARD FOR LOTS IN BLOCKS 1 & 2.

12. NO PRIVATE DRIVEWAY ACCESS ONTO 5400 DRIVE FROM LOT 30, BLOCK 3.



STATE OF TEXAS
COUNTY OF NUECES
HEREBY CERTIFY THAT THE FOREGOING PLAN WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT WE HAVE BEEN DULY QUALIFIED TO PREPARE SUCH PLANS.
THIS _____ DAY OF _____, 2018.
NITON K. WELSH, R.P.L.S.

STATE OF TEXAS
COUNTY OF NUECES
HEREBY CERTIFY THAT THE FOREGOING PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.
THIS _____ DAY OF _____, 2018.

STATE OF TEXAS
COUNTY OF NUECES
HEREBY CERTIFY THAT THE FOREGOING PROPERTY WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS.
THIS _____ DAY OF _____, 2018.

STATE OF TEXAS
COUNTY OF NUECES
HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LEASE ON THE LAND ENCOMPASSED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED.

BR: _____ TITLE: _____
DATE: _____

STATE OF TEXAS
COUNTY OF NUECES
HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LEASE ON THE LAND ENCOMPASSED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED.

BR: _____ TITLE: _____
DATE: _____



**PLAT OF
AZALI ESTATES UNIT 1
CONTINUED**

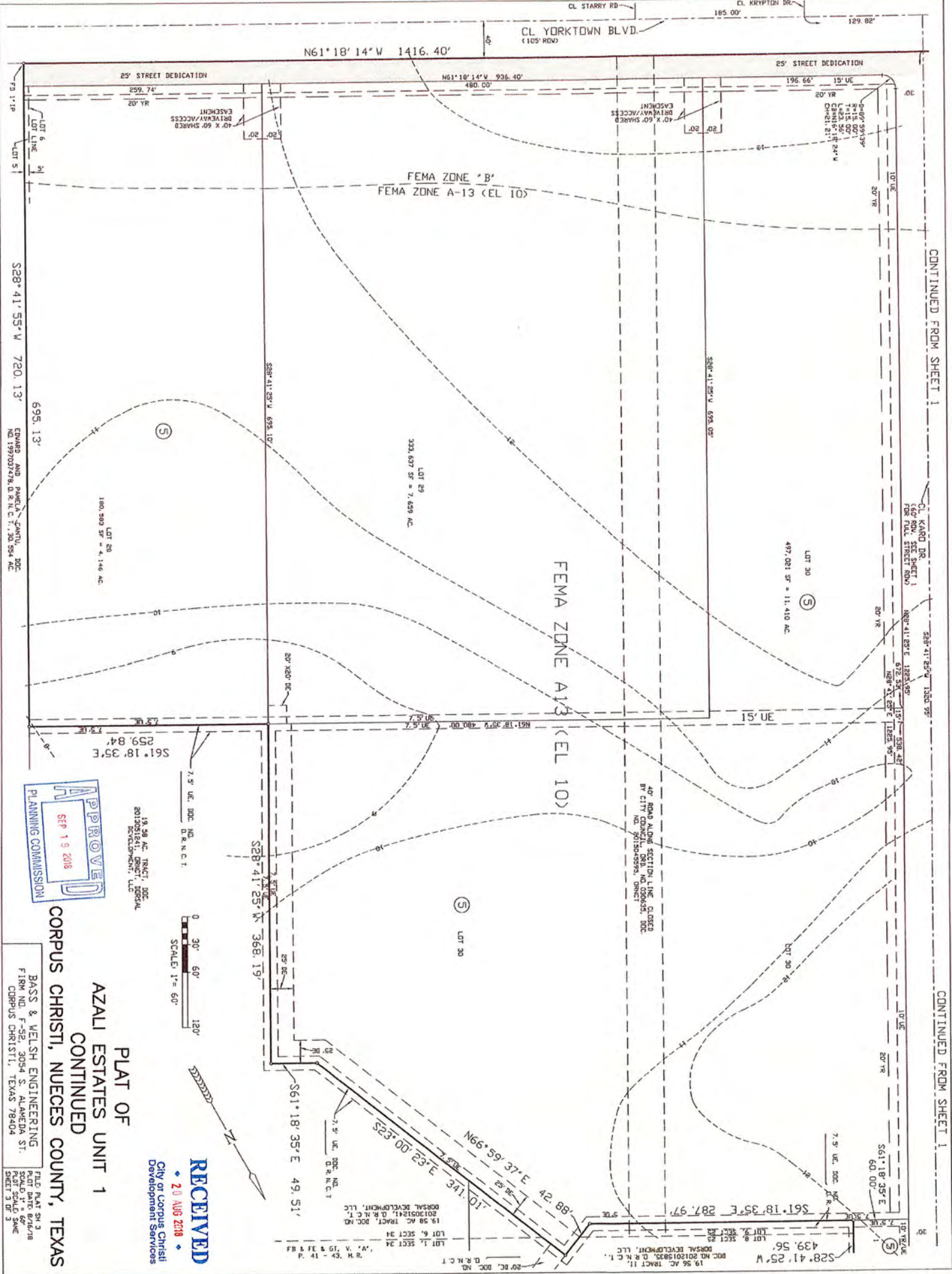
CORPUS CHRISTI, NUECES COUNTY, TEXAS

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



City of Corpus Christi
Development Services

DATE OF FILE: 9/19/2018
FILE NO: 10599
SHEET 2 OF 3



CONTINUED FROM SHEET 1

CONTINUED FROM SHEET 1



PLAT OF
AZALI ESTATES UNIT 1
CONTINUED
CORPUS CHRISTI, NUECES COUNTY, TEXAS

RECEIVED
20 AUG 2018
City of Corpus Christi
Development Services

BASS & WELSH ENGINEERING
FILED: PLAT SH 3
PLAT DATE: 8/16/18
PLAT SCALE: SAME
SHEET 3 OF 3

APPLICATION FOR WATER DISTRIBUTION MAIN LINE REIMBURSEMENT

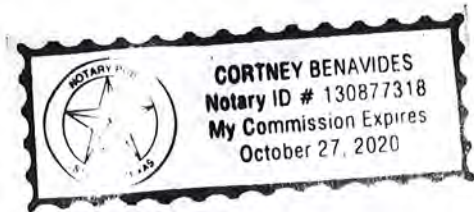
We, Dorsal Development LLC, PO Box 8155, Corpus Christi Texas, 78465, owners and developers of proposed Azali Estates Unit 1, Corpus Christi, hereby, request reimbursement of \$43,010.00 for the installation of a Water Distribution Main Line Extension in conjunction with said property, as provided for by UDC Section 8.5.1. \$43,010.00 is the combined construction cost, including Engineering and Surveying, as shown by the cost supporting documents attached herewith.

By: 
Alex Azali, President

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on 8/26/19 by Alex Azali, President, of, Dorsal Development LLC, a Texas Limited Liability Corporation, on behalf of the said corporation.




Notary Public in and for the State of Texas

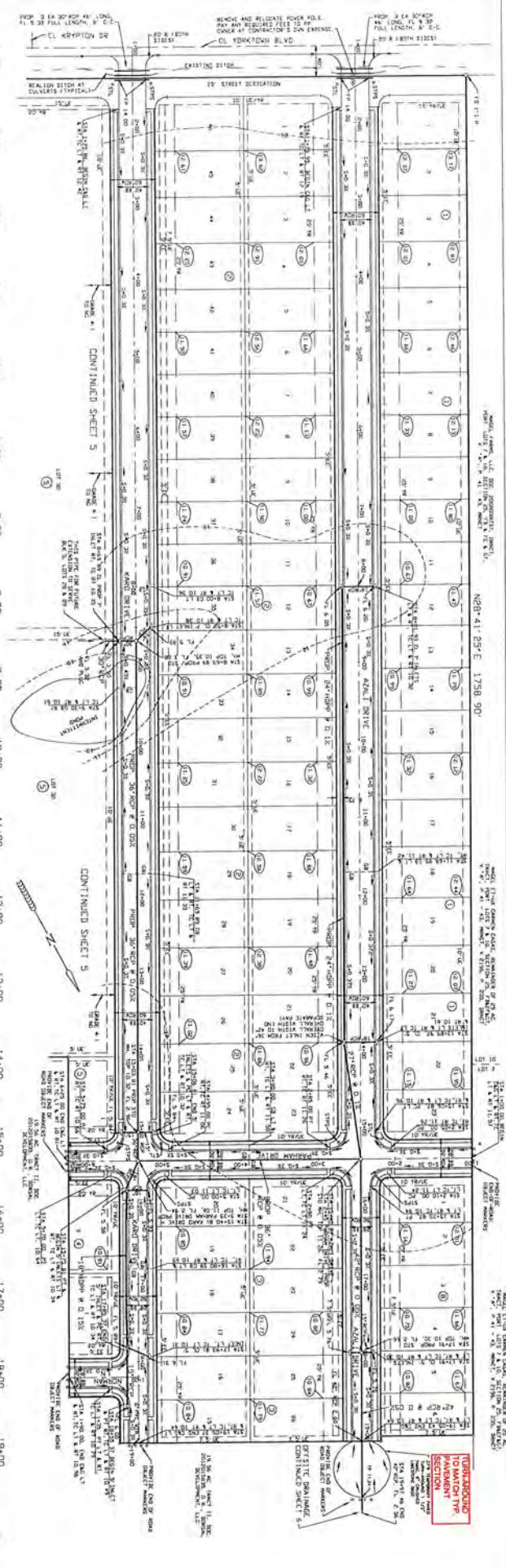
CERTIFICATION

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 Water Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.


Development Services Contracts Administrator

26 Aug 2019
(Date)



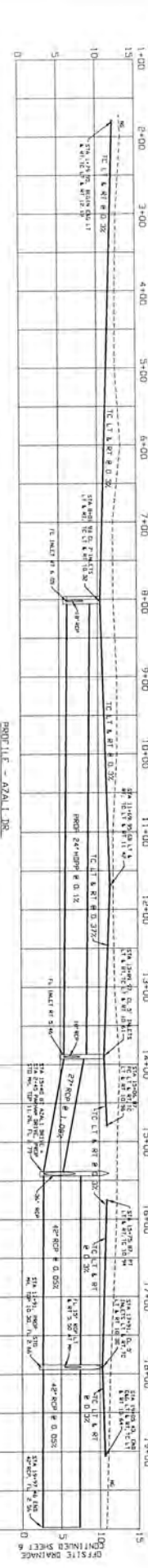
ASAP, UNIVERSITY, LLC, 2500 UNIVERSITY BLVD., SUITE 200, FT. WORTH, TX 76102
 N26°41'29"E 1758.90'

PROJ. NO. 2018-001
 SHEET NO. 1 OF 2

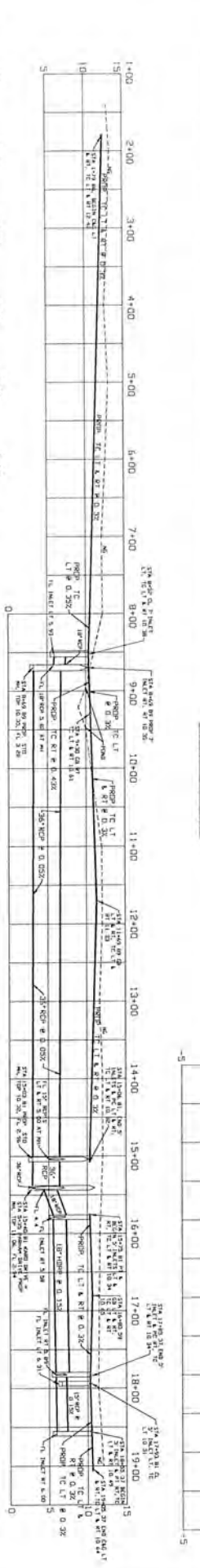
DATE: 11/15/18
 SCALE: 1" = 40'

1" = 40'
 0 20 40 80 120 160

PROJ. NO. 2018-001
 SHEET NO. 1 OF 2



PROFILE - AZALEA



PROFILE - DANFORD



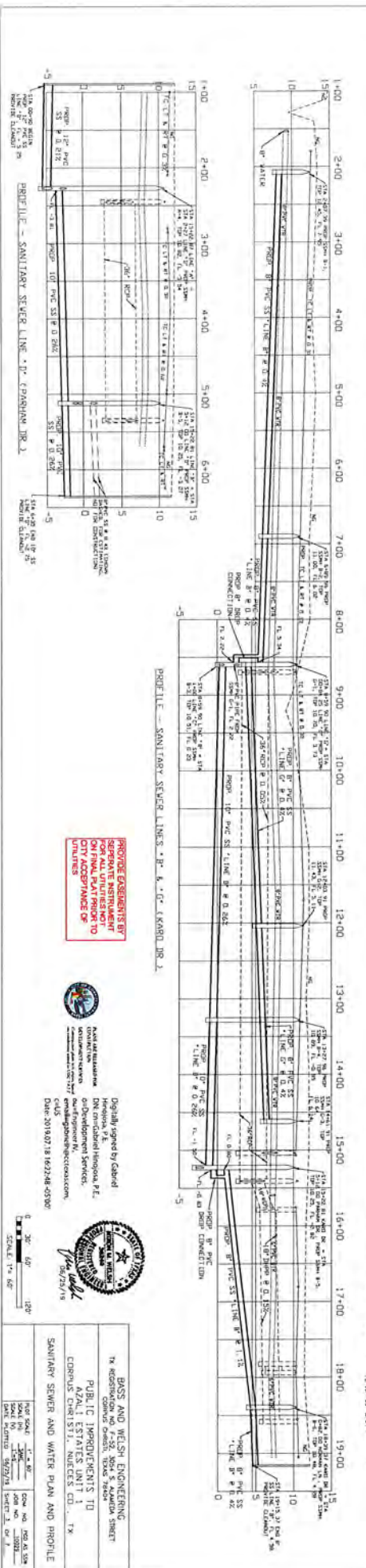
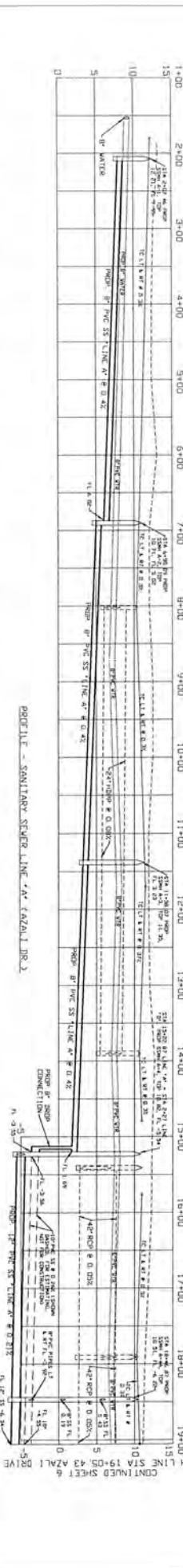
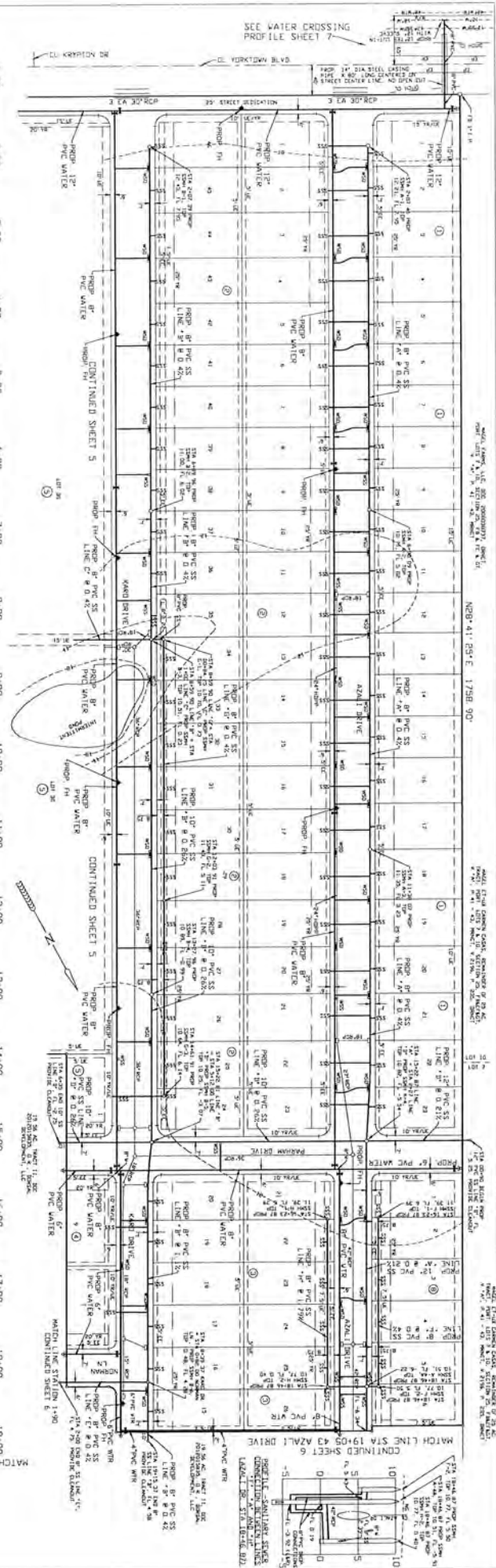
PROFILE - KARL

PAVING, GRADING AND CONTIGUOUS DRIVE SHEET.
 1. PAVING AND GRADING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS PAVING AND GRADING MANUAL, PUBLISHED BY THE TEXAS ROAD & TRANSPORTATION BUILDERS ASSOCIATION (TRTBA).
 2. ALL PAVING SHALL BE 100% ASPHALT PAVING UNLESS OTHERWISE SPECIFIED.
 3. ALL GRADING SHALL BE TO THE FINISHED ELEVATIONS SHOWN ON THIS SHEET.
 4. ALL GRADING SHALL BE TO THE FINISHED ELEVATIONS SHOWN ON THIS SHEET.
 5. ALL GRADING SHALL BE TO THE FINISHED ELEVATIONS SHOWN ON THIS SHEET.
 6. ALL GRADING SHALL BE TO THE FINISHED ELEVATIONS SHOWN ON THIS SHEET.
 7. ALL GRADING SHALL BE TO THE FINISHED ELEVATIONS SHOWN ON THIS SHEET.
 8. ALL GRADING SHALL BE TO THE FINISHED ELEVATIONS SHOWN ON THIS SHEET.
 9. ALL GRADING SHALL BE TO THE FINISHED ELEVATIONS SHOWN ON THIS SHEET.
 10. ALL GRADING SHALL BE TO THE FINISHED ELEVATIONS SHOWN ON THIS SHEET.

BASS AND WELSH ENGINEERING
 PUBLIC IMPROVEMENTS TO
 DANFORD DRIVE, KARL STREET
 AND STORM SEWER PROFILES
 OPBRS CHRISTI, NUCCES CD., TX
 74 WOODSIDE DR., SUITE 200
 DALLAS, TEXAS 75243
 (214) 343-1111
 WWW.BASSANDWELSH.COM



DATE: 11/15/18
 SCALE: 1" = 40'
 SHEET NO. 1 OF 2



PROVIDE ESSENTIALS BY
 PROVIDING NEIGHBORHOOD
 INFORMATION TO THE CITY OF
 AZALEA PRIOR TO
 CITY ACCEPTANCE OF
 THE PLAN.

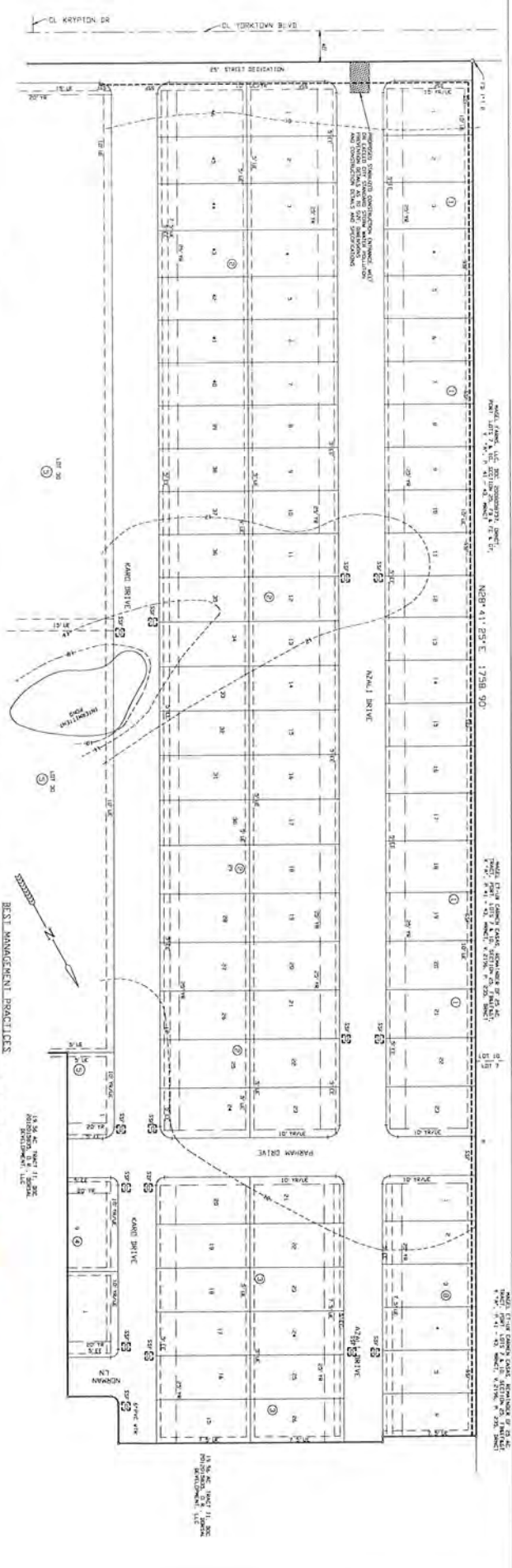
Digitally signed by Gerald
 Henderson, Jr.
 DN: cn=Gerald Henderson, Jr.,
 o=Development Services,
 email=ghenderson@cityofazalea.com,
 c=US
 Date: 2019.07.18 09:23:48 -0500



BASS AND WELSH ENGINEERING
 74 REDBONE
 CORPUS CHRISTI, TEXAS 78401
 PUBLIC IMPROVEMENTS TO
 AZALEA ESTATES UNIT 1
 CORPUS CHRISTI, TEXAS 78401
 SANITARY SEWER AND WATER PLAN AND PROFILE
 SHEET NO. 10023
 DATE REVISED 06/27/19

SCALE: 1" = 40'
 0' 30" 60" 120'

SEE WATER CROSSING
 PROFILE SHEET 7



ESTIMATE SUMMARY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	1" CPV CONCRETE	2124	sq ft
2	1" CPV CONCRETE	2124	sq ft
3	1" CPV CONCRETE	2124	sq ft
4	1" CPV CONCRETE	2124	sq ft
5	1" CPV CONCRETE	2124	sq ft
6	1" CPV CONCRETE	2124	sq ft
7	1" CPV CONCRETE	2124	sq ft
8	1" CPV CONCRETE	2124	sq ft
9	1" CPV CONCRETE	2124	sq ft
10	1" CPV CONCRETE	2124	sq ft
11	1" CPV CONCRETE	2124	sq ft
12	1" CPV CONCRETE	2124	sq ft
13	1" CPV CONCRETE	2124	sq ft
14	1" CPV CONCRETE	2124	sq ft
15	1" CPV CONCRETE	2124	sq ft
16	1" CPV CONCRETE	2124	sq ft
17	1" CPV CONCRETE	2124	sq ft
18	1" CPV CONCRETE	2124	sq ft
19	1" CPV CONCRETE	2124	sq ft
20	1" CPV CONCRETE	2124	sq ft
21	1" CPV CONCRETE	2124	sq ft
22	1" CPV CONCRETE	2124	sq ft
23	1" CPV CONCRETE	2124	sq ft
24	1" CPV CONCRETE	2124	sq ft

SEDIMENTATION SCREENING FENCE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	1" CPV CONCRETE	2124	sq ft
2	1" CPV CONCRETE	2124	sq ft
3	1" CPV CONCRETE	2124	sq ft
4	1" CPV CONCRETE	2124	sq ft
5	1" CPV CONCRETE	2124	sq ft
6	1" CPV CONCRETE	2124	sq ft
7	1" CPV CONCRETE	2124	sq ft
8	1" CPV CONCRETE	2124	sq ft
9	1" CPV CONCRETE	2124	sq ft
10	1" CPV CONCRETE	2124	sq ft
11	1" CPV CONCRETE	2124	sq ft
12	1" CPV CONCRETE	2124	sq ft
13	1" CPV CONCRETE	2124	sq ft
14	1" CPV CONCRETE	2124	sq ft
15	1" CPV CONCRETE	2124	sq ft
16	1" CPV CONCRETE	2124	sq ft
17	1" CPV CONCRETE	2124	sq ft
18	1" CPV CONCRETE	2124	sq ft
19	1" CPV CONCRETE	2124	sq ft
20	1" CPV CONCRETE	2124	sq ft
21	1" CPV CONCRETE	2124	sq ft
22	1" CPV CONCRETE	2124	sq ft
23	1" CPV CONCRETE	2124	sq ft
24	1" CPV CONCRETE	2124	sq ft

BEST MANAGEMENT PRACTICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	1" CPV CONCRETE	2124	sq ft
2	1" CPV CONCRETE	2124	sq ft
3	1" CPV CONCRETE	2124	sq ft
4	1" CPV CONCRETE	2124	sq ft
5	1" CPV CONCRETE	2124	sq ft
6	1" CPV CONCRETE	2124	sq ft
7	1" CPV CONCRETE	2124	sq ft
8	1" CPV CONCRETE	2124	sq ft
9	1" CPV CONCRETE	2124	sq ft
10	1" CPV CONCRETE	2124	sq ft
11	1" CPV CONCRETE	2124	sq ft
12	1" CPV CONCRETE	2124	sq ft
13	1" CPV CONCRETE	2124	sq ft
14	1" CPV CONCRETE	2124	sq ft
15	1" CPV CONCRETE	2124	sq ft
16	1" CPV CONCRETE	2124	sq ft
17	1" CPV CONCRETE	2124	sq ft
18	1" CPV CONCRETE	2124	sq ft
19	1" CPV CONCRETE	2124	sq ft
20	1" CPV CONCRETE	2124	sq ft
21	1" CPV CONCRETE	2124	sq ft
22	1" CPV CONCRETE	2124	sq ft
23	1" CPV CONCRETE	2124	sq ft
24	1" CPV CONCRETE	2124	sq ft

DATE: 01/25/2008
 PROJECT: STORM WATER POLLUTION PREVENTION PLAN
 SHEET: 14 OF 27
 SCALE: 1" = 40'

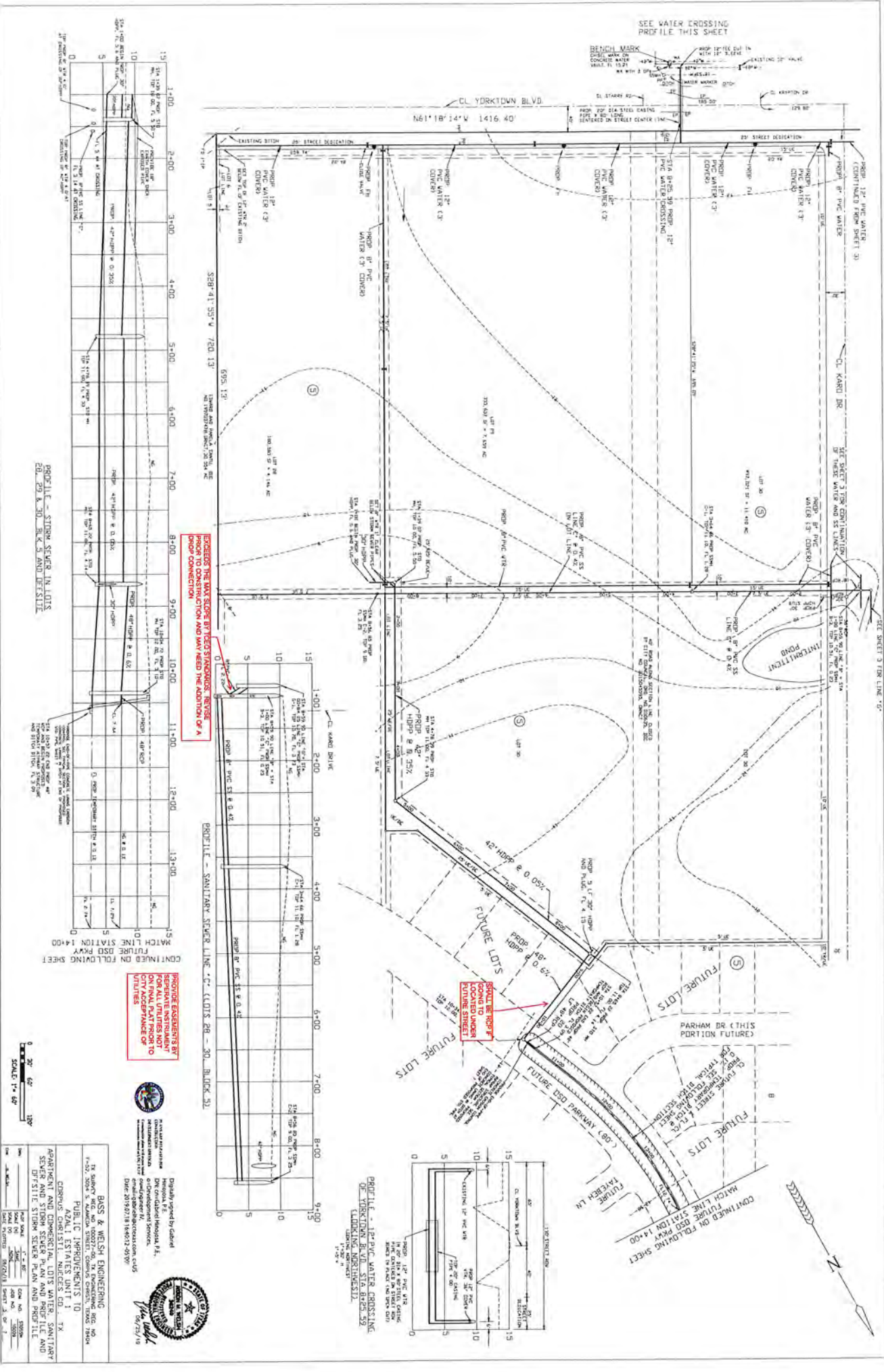


BASS AND WELSH ENGINEERING
 78 REDBURN DR., SUITE 200, AMARICO, TEXAS 79002
 PUBLIC IMPROVEMENTS TO
 AZALEA ESTATES UNIT 1,
 CEDRAUS CHRISTI, NECESS, CO., TX
 STORM WATER POLLUTION PREVENTION PLAN
 AND ESTIMATE SUMMARY

NOT FOR CONSTRUCTION

Design: [Name]
 Drawn: [Name]
 Checked: [Name]
 Date: 01/25/2008

SEE WATER CROSSING PROFILE THIS SHEET



EXCEEDS THE MAX SLOPE BETWEEN MANHOLES. REVISION PRIOR TO CONSTRUCTION AND MAY NEED THE ADDITION OF A DEEP CONNECTION

SHOULD BE REPOST (GOING TO LOOKING UNDER FUTURE LOTS)

PROFILE - STORM SEWER IN LOTS 28, 29 & 30, BLOCK 52 AND WEST SIDE

PROFILE - SANITARY SEWER LINE - (LOTS 28 - 30, BLOCK 52)

PROFILE - 12" PVC WATER CROSSING OF YORKTOWN BLVD. STA BRSS 592



APARTMENT AND COMMERCIAL LOTS WATER AND SANITARY SEWER DESIGN, SEWER PLAN AND PROFILE AND DEFLECTIVE STORM SEWER PLAN AND PROFILE AND

CONTRUS CHRISTI, NILES, CG, TX

APAZALIC IMPROVEMENTS TO

BASS & WELSH ENGINEERING

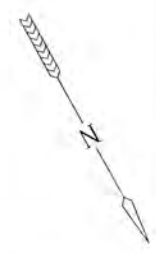
TX SURVEY REG. NO. 000277-00, TX ENGINEERING REG. NO. 61004

DATE: 01/15/2018 10:45:21 AM



PROVIDE EMBLEM BY SEPARATE INSTRUMENT OR CITY ACCEPTANCE OF UTILITIES

Digitally signed by David J. Bass, DN: cn=David J. Bass, o=BASS & WELSH ENGINEERING, ou=Professional Engineer, email=djbas@bassandwels.com, c=US

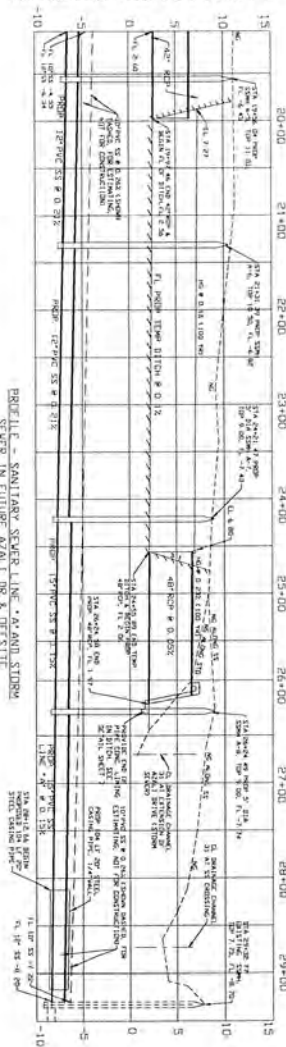


CONTINUED ON FOLLOWING SHEET

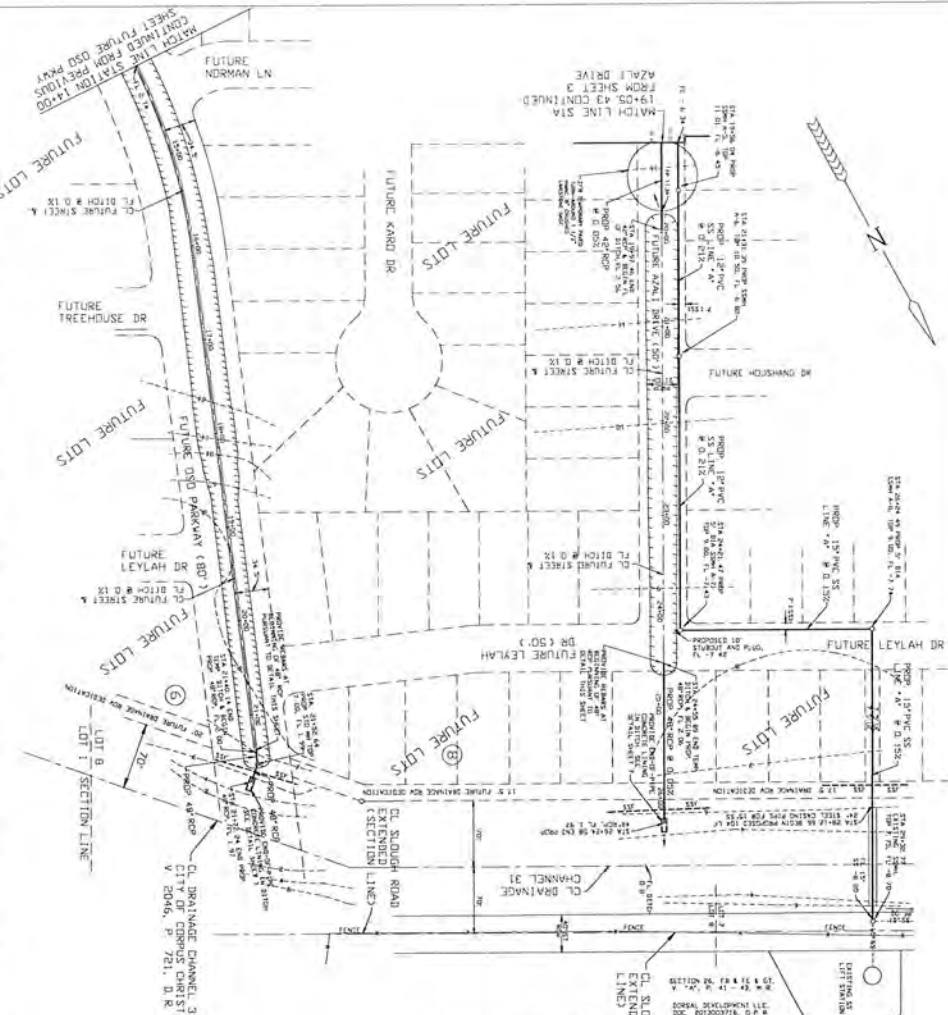
CONTINUED ON FOLLOWING SHEET

SEE SHEET 3 TIME LINE 'G'

CONTINUED FROM SHEETS 2 & 3 AZAL DR



PROFILE - SANITARY SEWER LINE - A AND STDBR
SEWER IN FUTURE AZAL DR OFFSITE



PLAN VIEW - SANITARY SEWER LINE - A AND STDBR
SEWER IN FUTURE AZAL DR OFFSITE

REGULATORY REQUIREMENTS
SEWERAGE TREATMENT PLANT
ON ALL UTILITIES NOT
LINED WITH CONCRETE
PIPE



Digitally signed by David
Hilgosa, P.E.
DN: cn=David Hilgosa, o=Hilgosa & Welsh Engineering, ou=Engineering, email=dh@hwe.com, c=US
Date: 2019.07.18 16:05:45-0700

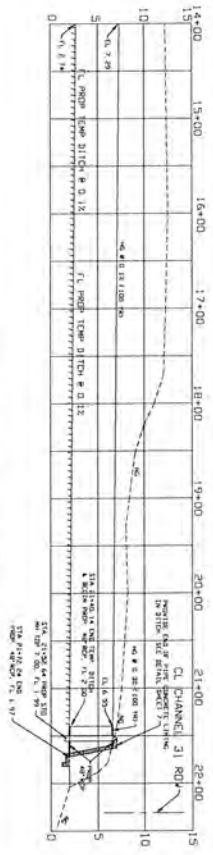


TYPICAL TEMPORARY DITCH SECTION
HYDROLOGIC PARAMETERS
SLOPE: 0.02
WIDTH: 12 FT
DEPTH: 4 FT
VELOCITY: 1.48 FT/SEC
DISCHARGE: 100 CFS

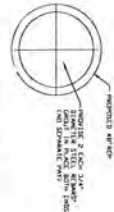


TYPICAL TEMPORARY DITCH SECTION - DITCHER CONTRACTOR
HYDROLOGIC PARAMETERS
SLOPE: 0.02
WIDTH: 12 FT
DEPTH: 4 FT
VELOCITY: 1.48 FT/SEC
DISCHARGE: 100 CFS

PROFILE - DEFISITE STORM SEWER ALONG
FUTURE OSO PARKWAY



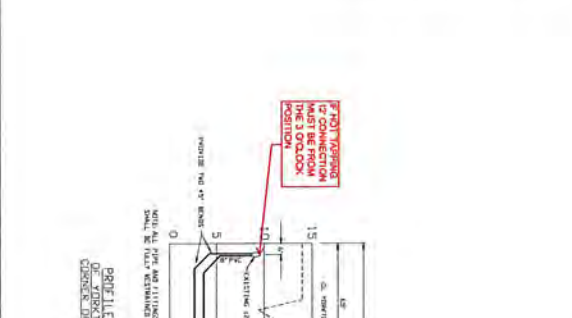
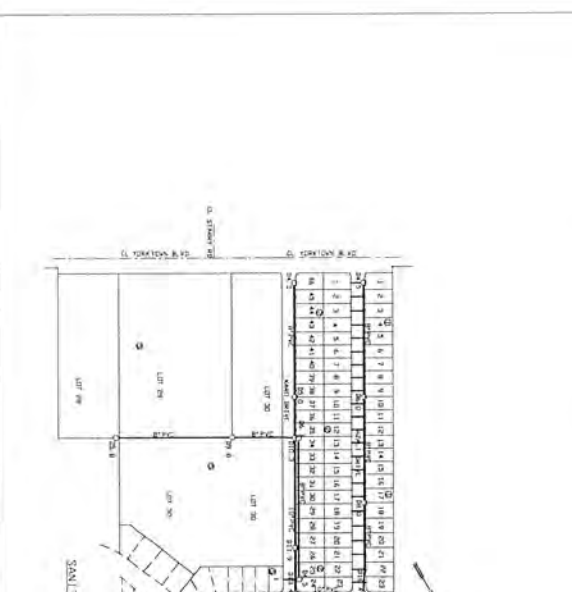
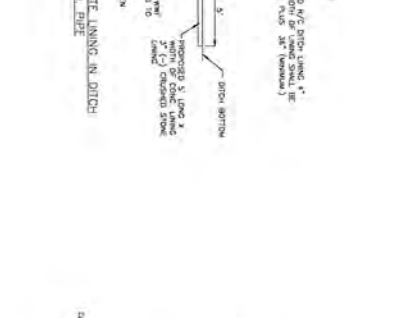
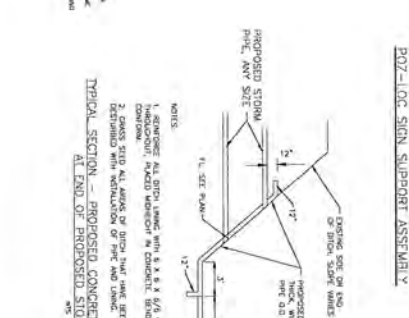
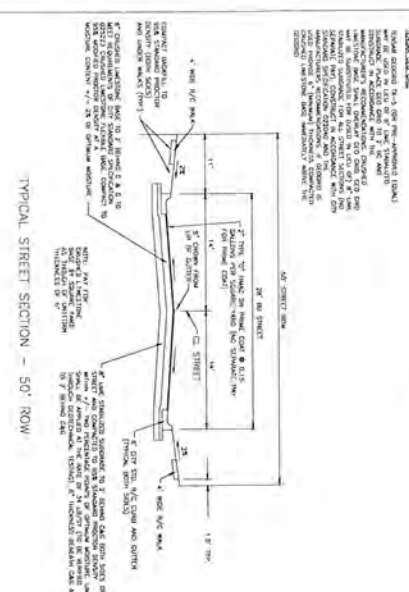
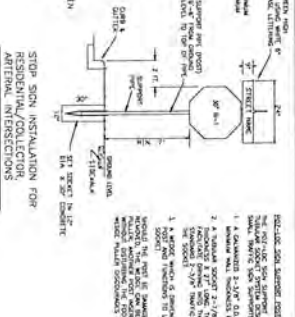
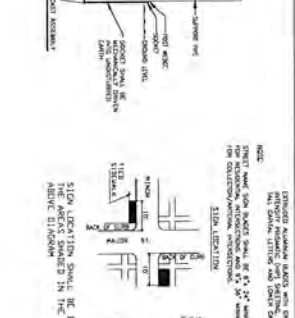
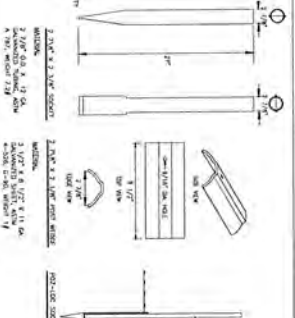
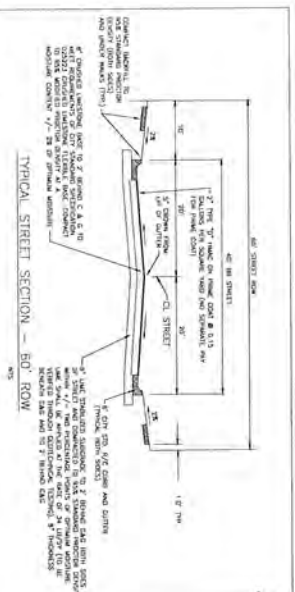
DETAIL - REBAR INSTALLATION
REBAR: #4 @ 18" ON CENTER
MINIMUM 4" CLEARANCE
FROM ALL ADJACENT SURFACES



BASS AND WELSH ENGINEERING
18 WASHINGTON AVE., SUITE 300A, ANACOSTIA STREET
PUBLIC IMPROVEMENTS TD
AZAL ESTIMATES UNIT 1 TX
CORPUS CHRISTI, TEXAS 78401 TX
OFFSITE SANITARY SEWER AND STDBR
SEWER PLAN AND PROFILE

DATE: 07/25/18

SCALE: 1" = 40'
DATE: 07/25/18
DRAWN BY: MARYKAY
CHECKED BY: J.P.



Digitally signed by Gabriel Hinojosa, P.E.
 DN: cn=Gabriel Hinojosa, P.E., o=Development Services, ou=Development Services, email=gahinoj@cityofaustin.com, c=TX
 Date: 2019.07.18 16:54:44 -0500

City of Austin
 Development Services
 2019.07.18

DAVE AND WELSH ENGINEERING
 7800 W. BRIDGE STREET
 CLOUDS CREEK, TEXAS 78720

PUBLIC IMPROVEMENTS TO
 CORDRUS ESTATES UNIT 1
 CORDRUS CHRISTI, NACLES C.D., TX

STREET, SIDEWALK, AND DRAINAGE DETAILS (BASE MAPS)

DATE: 06/29/19

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

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

3054 S. Alameda St.
361 882-5521~ FAX 361 882-1265

10029-PCE-WTR-OS
05/28/19/2019

AZALI ESTATES UNIT 1
WATERLINE REIMBURSEMENT ESTIMATE
OFFSITE WATER

OFFSITE WATER ITEMS REIMBURSABLE BY CITY (AT YORKTOWN BLVD)					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	8" PVC PIPE	130	LF	50.00	\$ 6,500.00
2.	12" SLEEVE	1	EA	1,000.00	1,000.00
3.	12" TEE	1	EA	600.00	600.00
4.	8" 90° EL	2	EA	1,000.00	2,000.00
5.	DEWATERING FOR 8" PIPE AT YORKTOWN BLVD CROSSING	1	LS	5,000.00	5,000.00
6.	14" STEEL CASING PIPE BORED IN PLACE (NO OPEN CUT)	80	LF	300.00	24,000.00
SUBTOTAL OFFSITE WATER ITEMS REIMBURSABLE BY CITY					\$ 39,100.00
10% ENGINEERING & SURVEYING					<u>3,910.00</u>
TOTAL AMOUNT REIMBURSABLE					\$ 43,010.00

Exhibit 4



CITY OF CORPUS CHRISTI
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".

FIRST NAME: DORSAL DEVELOPMENT, LLC

STREET: P.O. BOX 8155 CITY: Corpus Christi ZIP: 78468

FIRM IS: [X]1. Corporation []2. Partnership []3. Sole Owner []4. Association []5. 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)
NONE NONE

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
NONE NONE

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
NONE NONE

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 35 or more of the ownership in the above named "firm".

Name Consultant
NONE NONE

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: Alex Azali (Type or Print)

Signature of Certifying Person: [Handwritten Signature]

Title: President

Date: 07/06/18

DEFINITIONS

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

**WASTEWATER COLLECTION LINE EXTENSION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

**STATE OF TEXAS §
 §
COUNTY OF NUECES §**

This Wastewater Collection Line Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Dorsal Development LLC, ("Developer/Owner"), a Texas Limited Liability Company

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on September 19, 2018 to develop a tract of land, to wit approximately 43.19 acres known as Azali Estates Unit 1, Corpus Christi Texas 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 wastewater collection line extension ("Collection Line");

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

WHEREAS, it is to the best interest of the City that the Collection Line be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.2.E. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Collection Line Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Collection Line Trust Fund for installing the Collection Line, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

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.** The City is executing this agreement as trustee of the Wastewater 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.

2. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Collection Line 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.

3. 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 Collection Line, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the following minimum requirements:

1.	15" PVC	502	LF
2.	DEWATERING FOR 15" PIPE	502	LF
3.	5' DIA FG MANHOLE	2	EA
4.	TRENCH SAFETY FOR SS TRUNK MAIN CONSTRUCTION	502	LF
5.	24" DIA STEEL CASING PIPE BORED IN PLACE OR OPEN CUT	104	LF

1.	OVERSIZE 10" PVC PIPE TO 12" PVC PIPE	901	LF
2.	DEWATERING DIFFERENCE BETWEEN EXTRA DEPTH OF 12" PVC PIPE COMPARED TO 10" PVC PIPE	901	LF
3.	DIFFERENCE IN COST BETWEEN MANHOLES FOR 12" PIPE COMPARED TO SHALLOWER MANHOLES FOR 10" PIPE	4	EA
4.	12" PVC PIPE	137	LF
5.	DEWATERING FOR 12" PVC PIPE	137	LF
6.	OVERSIZE 8" PVC PIPE TO 10" IN PARHAM DRIVE	120	LF
7.	DEWATERING DIFFERENCE BETWEEN 10" PVC PIPE AND SHALLOWER 8" PIPE IN PARHAM DRIVE	120	LF
8.	DIFFERENCE IN COST BETWEEN EXTRA DEPTH OF 10" PVC PIPE COMPARED TO 8" PVC PIPE IN PARHAM DRIVE	120	LF

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

4. SITE IMPROVEMENTS. Prior to the start of construction of the Collection Line, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Collection Line. If any of the property needed for the Easements is owned by a third party and the 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.

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

6. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Collection Line, under the approved plans and specifications, by **October 30, 2020**.

7. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.
8. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and 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.
9. 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 and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.
 - c. Developer/Owner fails to award a contract for the construction of the Collection Line, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.
 - d. Developer/Owner's contractor does not reasonably pursue construction of the Collection Line under the approved plans and specifications.
 - e. Developer/Owner's contractor fails to complete construction of the Collection Line, under the approved plans and specifications, on or before **October 30, 2020**.
 - f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.
10. 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 sufficient 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 the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 12, of the need to perform the obligation or duty and, should the 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 the Developer/Owner by reducing the reimbursement amount due to the 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 the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the 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 in equity for such default.

11. 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; epidemics; 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.

12. 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:

**Dorsal Development LLC
PO Box 8155
Corpus Christi TX 78468**

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 must 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.

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

14. 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, the 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.

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

16. REIMBURSEMENT.

a. The cost for the Collection Line less \$67,851.49 lot/acreage fee credit is \$139,341.76 Subject to the conditions for reimbursement from the

Wastewater Collection Line Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Wastewater Collection Line up to an amount not to exceed \$139,341.76 as shown in the attached Exhibit 4, the contents of such exhibit being incorporated by reference into this Agreement.

- b. 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 Form provided by the Development Services Department
 - 2. Contractor and professional services invoices detailing work performed
- d. 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. 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.

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.

- e. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the 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 the uncured default occurred.

17. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT. 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 Wastewater Collection Line Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.2. E.

18. 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 wastewater 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 attorney's 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.

19. 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.

20. DISCLOSURE OF INTEREST. 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 Interest form attached to this Agreement as **Exhibit 5**.

21. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

22. DEDICATION OF COLLECTION LINE. Upon completion of the construction, dedication of Collection Line will be subject to City inspection and approval.

23. 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. 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>.

24. 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>

25. 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.

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

Al Raymond
Director of Development Services
For City Manager

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

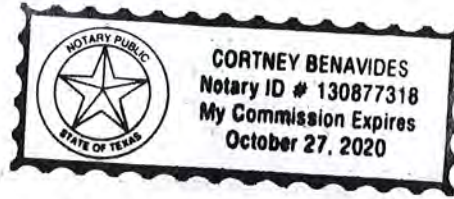
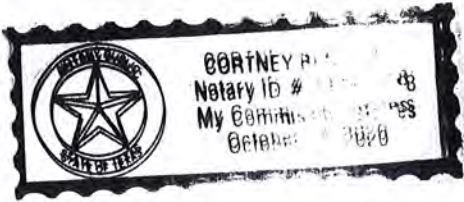
Dorsal Development LLC.

By: AZALI
Alex Azali
President

STATE OF TEXAS §
COUNTY OF Harris §
§

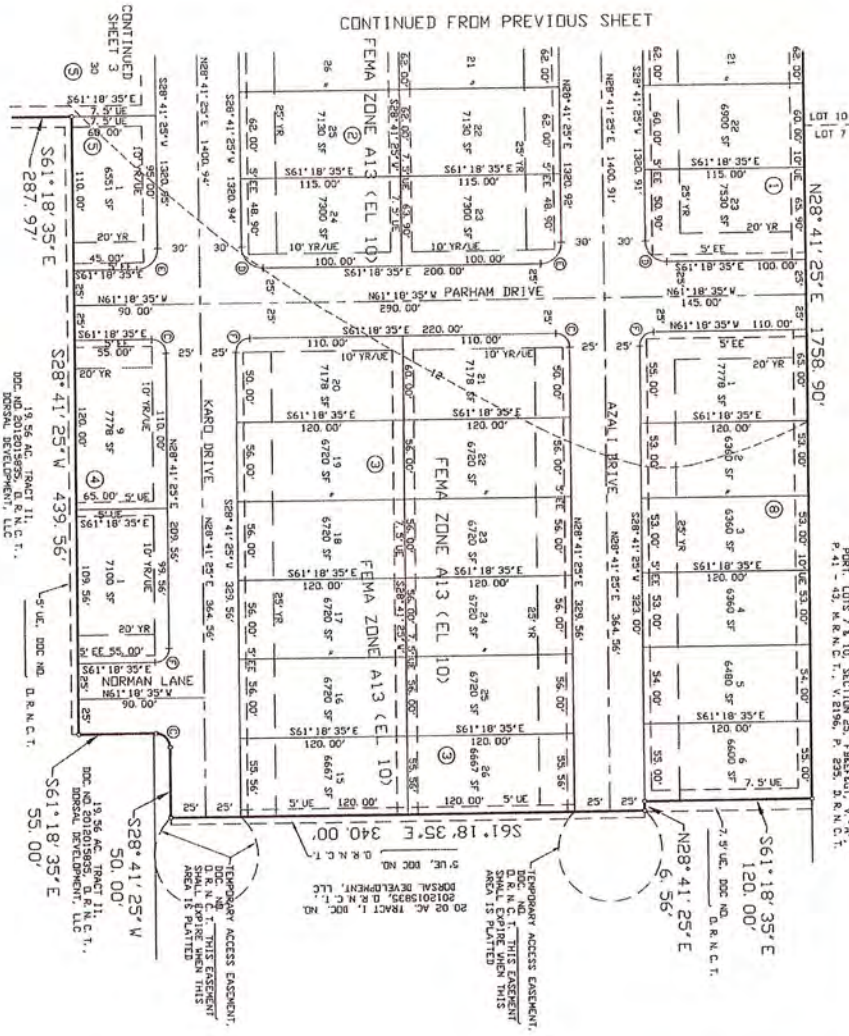
This instrument was acknowledged before me on 02/24/19, 2016, by Alex Azali, President, Dorsal Development LLC, a Texas limited Liability Company, a Texas Corporation, on behalf of said corporation.

Cortney Benavides
Notary Public's Signature





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- NOTES**
1. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE GROUND WATER. THE TCCD HAS CLASSIFIED THE AQUIFER USE FOR THE GROUND WATER AS "AQUICLASSIFICATION" AND "GROUNDER WATERS". TCCD ALSO CONSIDERS THE RECEIVING WATER AS "GROUND WATER".
 2. SET 3/4" I.R. AT ALL LOT CORNERS UNLESS SHOWN OTHERWISE. ALL IRON RODS SET CONFORM PLASTIC CAPS.
 3. UNLIT DIPS AND WELLS CONSTRUCTION.
 4. THE BASIS OF BEARINGS IS THE STATE OF TEXAS UNIVERSAL GRID, SOUTH ZONE, YEAR 1983.
 5. ALL OF THE SUBJECT SITE LIES IN ZONE A13 (EL. 10) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48044-0340 C, NUCCES COUNTY, TEXAS (UNINCORPORATED AREAS). MAP REVISION, MARCH 18, 1985, EXCEPT FOR AREAS IN ZONE "X" HIGH FLOODING SOLIDWALL AS SHOWN.
 6. LEGAL DESCRIPTION: A 1.190 ACRES TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 7, 8 AND 10, BLOCK 19, SUBDIVISION 19, AKA "AZALI ESTATES UNIT 1", IN THE CITY OF CORPUS CHRISTI, COUNTY OF NUCCES, STATE OF TEXAS, BEING MORE PARTICULARLY DESCRIBED AS SHOWN ON MAP RECORDS, NUCCES CO., TX.
 7. THERE ARE NO KNOWN NATURAL, WATER BODIES, AEROSOL/NUCLEAR WELLS, ENHANCED SPACES HEAVEN, STATE SUBMERGED LANDS OR CRITICAL DUNES ON THE SITE.
 8. A STORM WATER POLLUTION PREVENTION PLAN WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR ANY PROJECT ONE (1) ACRE OR GREATER OR A STORM WATER POLLUTION CONTROL PLAN IF LESS THAN ONE (1) ACRE.
 9. IF LOTS 28, 29 AND 30, BLOCK 5, ARE DEVELOPED WITH RESIDENTIAL USES, COMPLIANCE WITH THE OPEN SPACE REGULATION WILL BE REQUIRED DURING THE BUILDING PERMIT PHASE.
 10. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNITED DEVELOPER CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAP CHANGES.
 11. NO PRIVATE DRIVEWAY ACCESS ONTO YORKTOWN BOULEVARD FOR LOTS IN BLOCKS 1 & 2.
 12. NO PRIVATE DRIVEWAY ACCESS ONTO 6400 DRIVE FROM LOT 30, BLOCK 5.

STATE OF TEXAS §
 COUNTY OF NUCCES §
 I, **WILLIAM J. GREEN, P.E.**, REGISTERED PROFESSIONAL LAND SURVEYOR OF RATE & HIGH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAN WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT I HAVE BEEN ENGAGED TO PREPARE SAID PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANNING COMMISSION. THIS PLAN IS VALID FOR THE PERIOD OF 30 DAYS FROM THE DATE OF RECORDATION.

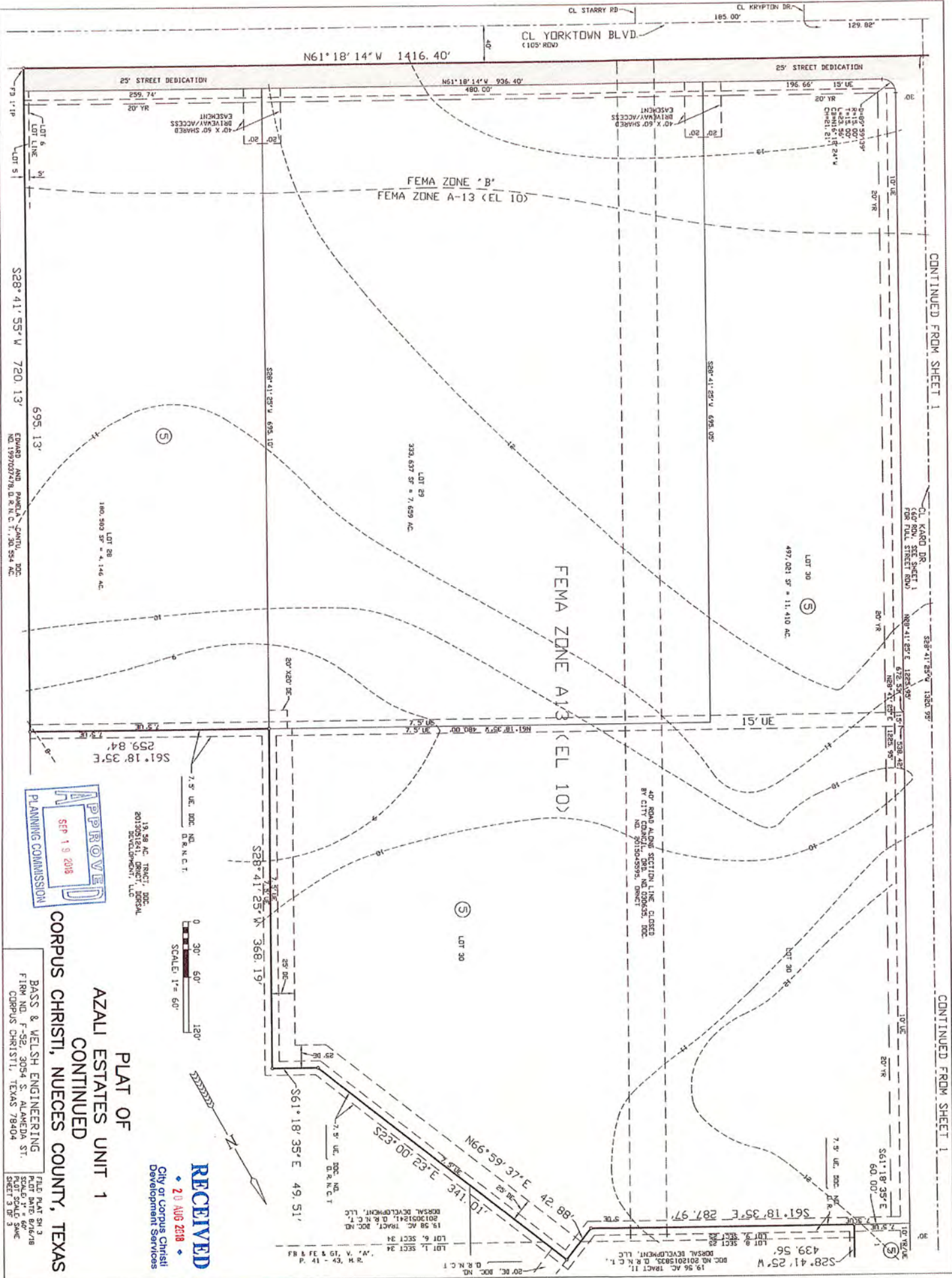
DATE: _____ DAY OF _____ 20__

WILLIAM J. GREEN, P.E.
 REGISTERED PROFESSIONAL LAND SURVEYOR



RECEIVED
 City of Corpus Christi
 Development Services
 20 AUG 2018

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



CONTINUED FROM SHEET 1

CONTINUED FROM SHEET 1




PLAT OF
AZALI ESTATES UNIT 1
CONTINUED
CORPUS CHRISTI, NUECES COUNTY, TEXAS

RECEIVED
20 AUG 2018
City of Corpus Christi
Development Services

BASS & WELSH ENGINEERING
FIRM NO. F-32 3054 S. ALAMEDA ST.
CORPUS CHRISTI, TEXAS 78404
FILE PLAT SH 3
PLAT DATE 8/26/18
PLAT SCALE 3/4" = 1'
SHEET 3 OF 3

APPLICATION FOR WASTEWATER COLLECTION LINE REIMBURSEMENT

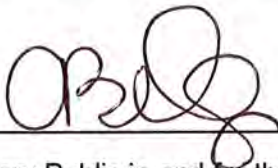
We, Dorsal Development LLC, PO Box 8155, Corpus Christi Texas, 78465, owners and developers of proposed Azali Estates Unit 1, Corpus Christi, hereby, request reimbursement of \$139,341.76 for the installation of Wastewater Collection Line Extensions, in conjunction with said property, as provided for by UDC Section 8.5.2. \$139,341.76 is the combined construction cost minus \$67,851.49 in wastewater acreage fee credit, including Engineering and Surveying, as shown by the cost supporting documents attached herewith.

By: 
Alex Azali, President

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on 8/26/19 by Alex Azali, President, of, Dorsal Development LLC, a Texas Limited Liability Corporation, on behalf of the said corporation.




Notary Public in and for the State of 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 Sanitary Sewer Collection Trust Fund, and
- (b) Appropriation and approval by the City Council.


Development Services Contracts Administrator

26 Aug 2019
(Date)

APPLICATION FOR WASTEWATER CREDIT

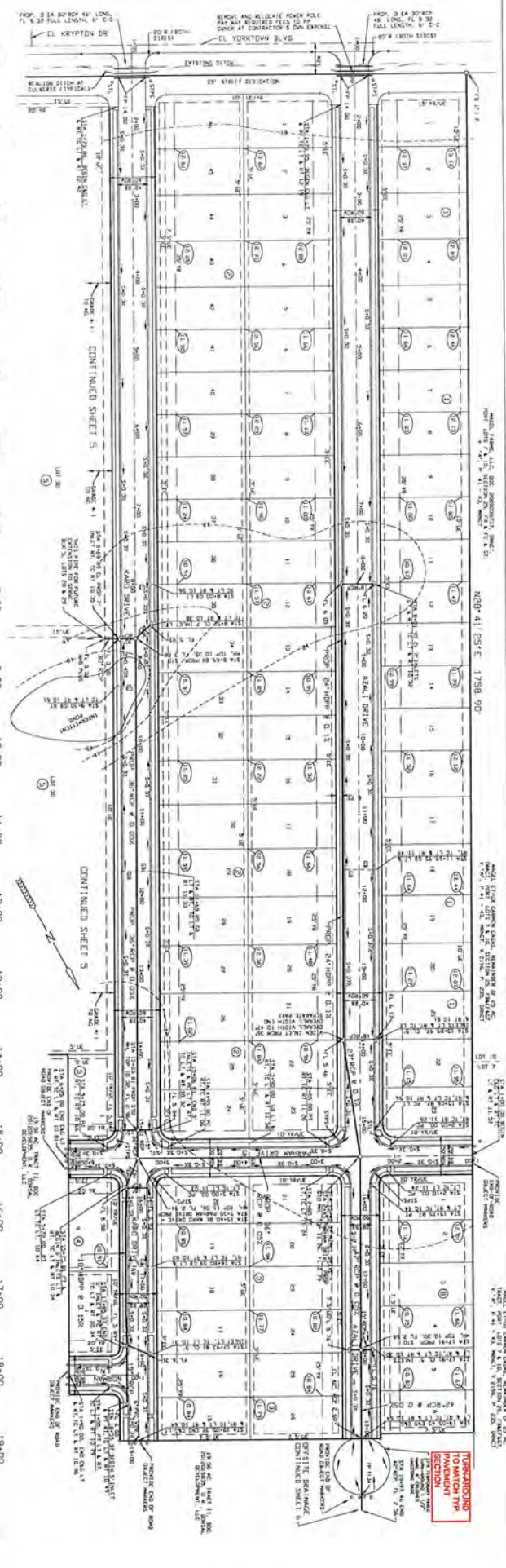
We, Dorsal Development LLC, PO Box 8155, Corpus Christi Texas, 78465, owners and developers of proposed Azali Estates Unit 1, Corpus Christi, hereby apply for \$67,851.49 credit towards the wastewater system lot fee for the installation of the 15-inch wastewater collection line as provided for by UDC Section 8.5.2.E.1. \$154,121.00 is the estimated construction cost as shown by the cost supporting documents attached herewith.

By: AAZAS
Title: President
Date: 8/26/19

STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me on 8/26/19 by Alex Azali, President, of said entity.

[Signature]
Notary Public in and for the State of Texas



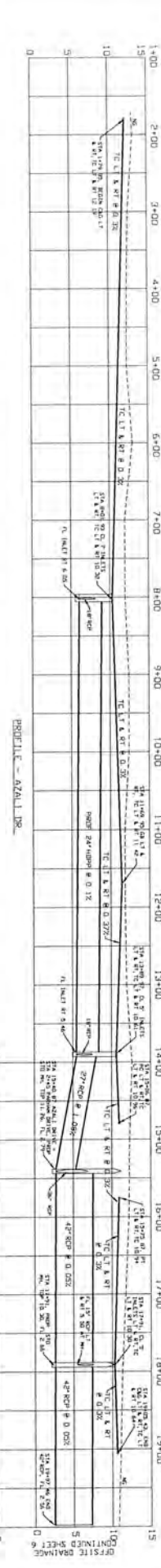
PROJECT: HAWK, LLC. DEVELOPMENT PROJECT
 1758 900
 NBP 411 257 E

DATE: 08/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

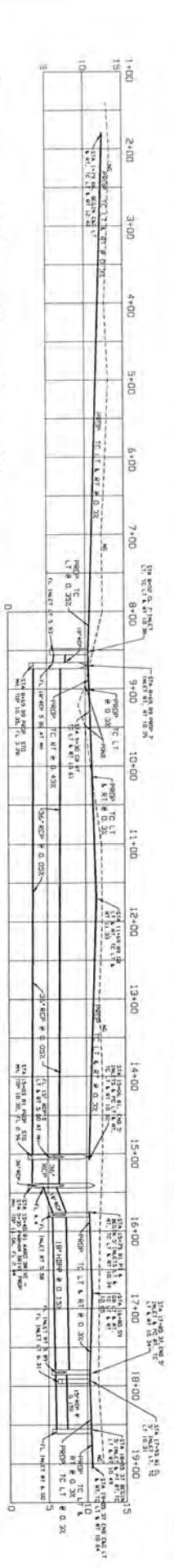
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DATE: 08/11/11
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 CHECKED BY: [Name]

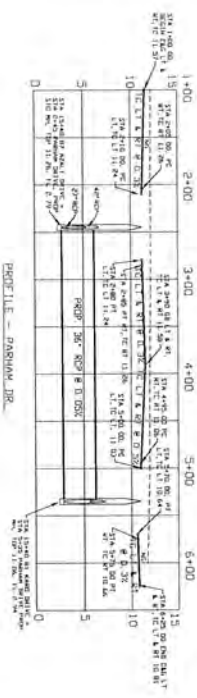
DATE: 08/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]



PROFILE I.I.E. - AZALI DR.



PROFILE I.I.E. - KARD DR.



PROFILE I.I.E. - PARKWAY DR.

PAVING, GRADING AND DRAINAGE PLAN SHEET 1
 CONTINUED FROM SHEET 1
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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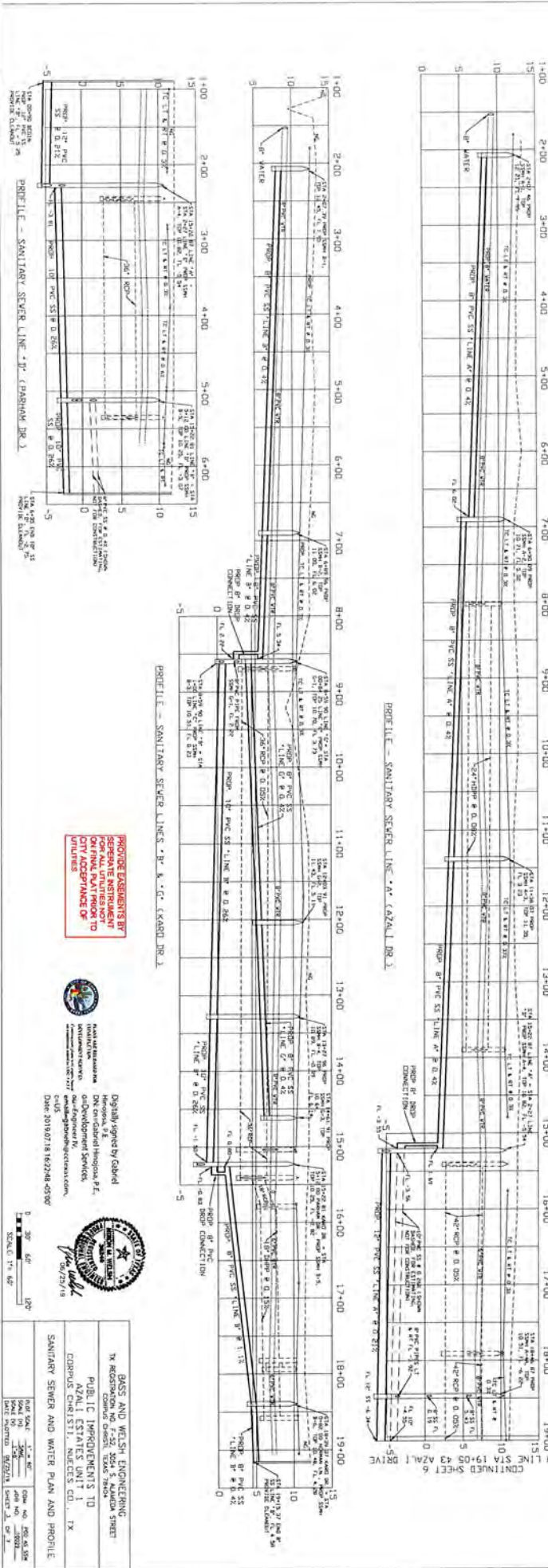
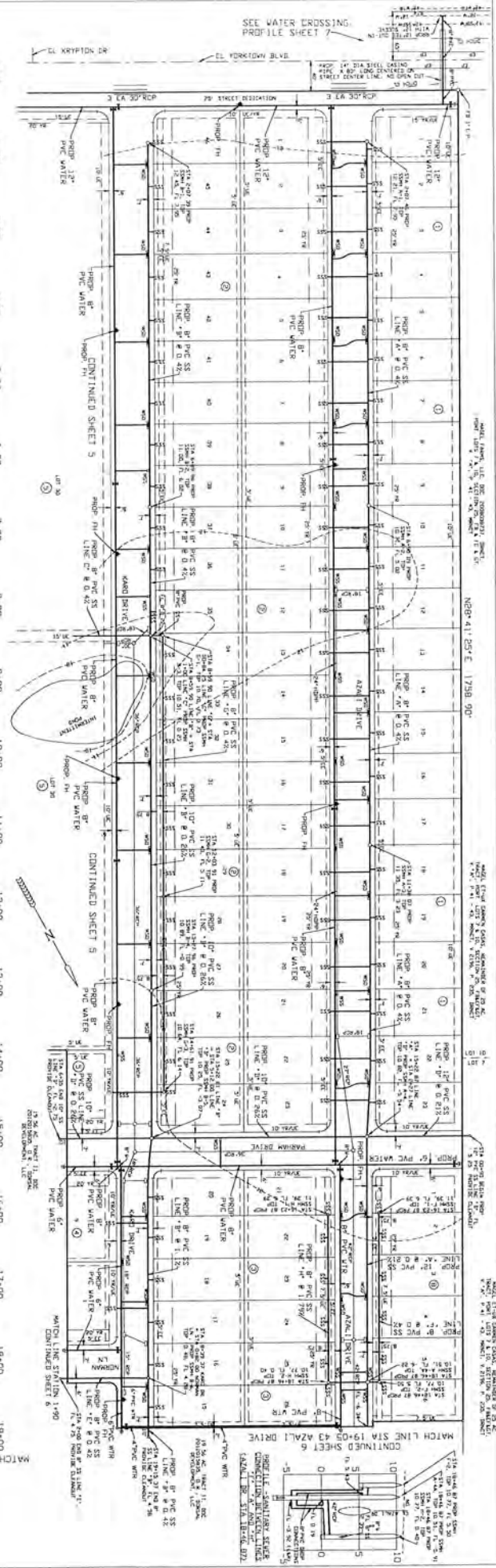
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BASS AND WELSH ENGINEERING
 7600 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.755.1100
 FAX: 303.755.1101
 WWW.BASSANDWELSH.COM

PUBLIC IMPROVEMENTS TO
AZALI ESTATES UNIT 1
CORPUS CHRISTI, NUECES CO., TX
HAWK, GRADING AND DRAINAGE PLAN, STREET
AND STORM SEWER PROFILES

DATE: 08/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]



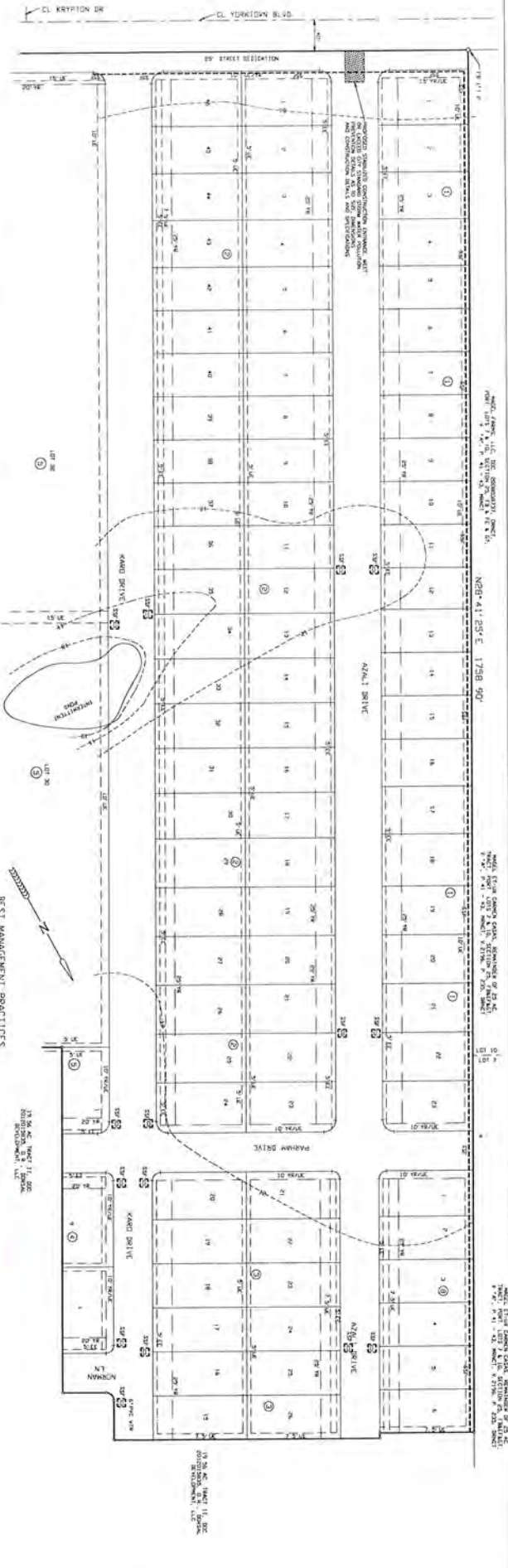
PROVIDE EXHIBITS BY SEPARATE INSTRUMENT ON FINAL PLAT PRIOR TO CITY ACCEPTANCE OF UTILITIES

Digitally signed by Colwell
 Houston, TX
 DN: cn=Colwell Houston, o=Colwell Houston, ou=Development Services, email=colwell@colwellhouston.com, c=US, date=20190718 16:22:48 -0500



BASS AND WELSH ENGINEERING
 76 REDBURN
 COMMERCE CENTER, SUITE 3400
 AVALI ESTATES UNIT 10
 CORPUS CHRISTI, TEXAS 78401, TX

PUBLIC UTILITIES ENGINEERS
 1000 N. W. 10TH ST., SUITE 200
 MIAMI, FL 33136



ESTIMATE SUMMARY

ITEM DESCRIPTION	QUANTITY	UNIT
1. 12" CONC. PIPE	1792	LF
2. 18" CONC. PIPE	1456	LF
3. 24" CONC. PIPE	420	LF
4. 36" CONC. PIPE	210	LF
5. 48" CONC. PIPE	105	LF
6. 60" CONC. PIPE	52.5	LF
7. 72" CONC. PIPE	26.25	LF
8. 84" CONC. PIPE	13.125	LF
9. 96" CONC. PIPE	6.5625	LF
10. 108" CONC. PIPE	3.28125	LF
11. 120" CONC. PIPE	1.640625	LF
12. 132" CONC. PIPE	0.8203125	LF
13. 144" CONC. PIPE	0.41015625	LF

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12. 132" CONC. PIPE	0.8203125	LF
13. 144" CONC. PIPE	0.41015625	LF

SEDIMENTATION, SCREENING FENCE

SEE CIVIL DRAWING FOR MORE INFORMATION. SEE CIVIL DRAWING FOR MORE INFORMATION.

BEST MANAGEMENT PRACTICES

CONSTRUCTION ACTIVITIES - CONDUCTED IN ACCORDANCE WITH THE BEST MANAGEMENT PRACTICES (BMP) FOR CONSTRUCTION SITES. THE BMPs SHALL BE MONITORED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE BMPs SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

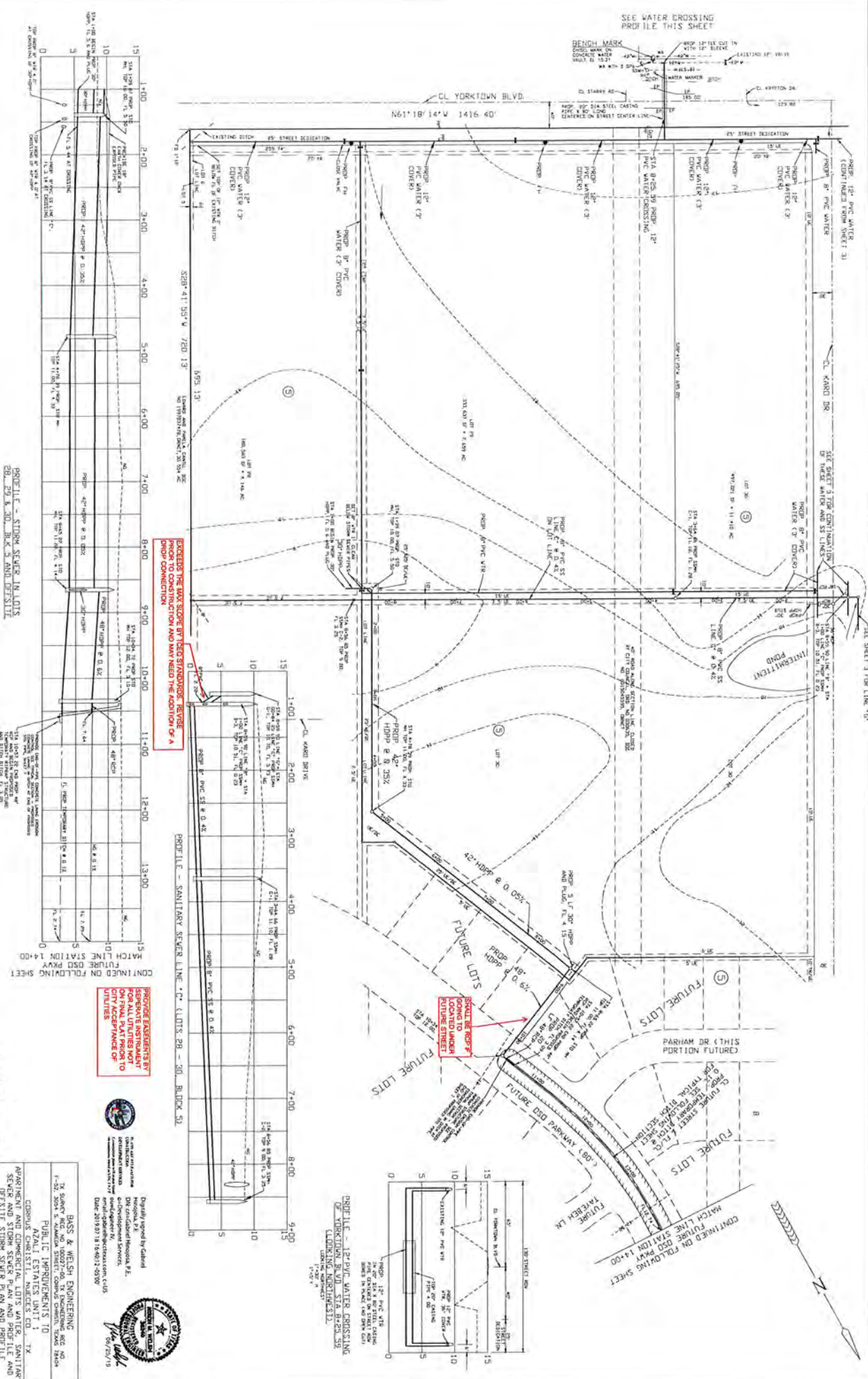
CONSTRUCTION ACTIVITIES - CONDUCTED IN ACCORDANCE WITH THE BEST MANAGEMENT PRACTICES (BMP) FOR CONSTRUCTION SITES. THE BMPs SHALL BE MONITORED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE BMPs SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

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BASS AND WELSH ENGINEERING
 1% RESERVE
 PUBLIC IMPROVEMENTS TO
 AZALEA ESTATES UNIT I
 CORPUS CHRISTI, NUECES CO., TX
 STORM WATER POLLUTION PREVENTION PLAN
 AND ESTIMATE SUMMARY
 PREPARED BY: J. M. BASS
 SCALE: 1" = 60'
 DATE: 06/15/2018

SEE WATER CROSSING
PROFILE THIS SHEET



PROFILE - STORM SEWER IN LOTS
28. 29 & 30, BLOCK 5, AND DEFSITE

PROFILE - SANITARY SEWER LINE - C. LOTS 28 - 30, BLOCK 5



BASS & WELSH ENGINEERING			
175 QUINCY AVE. SUITE 300, HOUSTON, TEXAS 77002			
TEL: 713.261.1300 FAX: 713.261.1301			
WWW.BASSANDWELSH.COM			
PROJECT: AZALEA ESTATES UNIT 1			
SUBJECT: APARTMENT AND COMMERCIAL LOTS WATER, SANITARY SEWER AND STORM SEWER PLAN AND PROFILE AND DEFINITE STORM SEWER PLAN AND PROFILE			
DATE:	12-20-2018	DRAWN BY:	CONOR
SCALE:	AS SHOWN	CHECKED BY:	CONOR
DATE:	12-20-2018	DATE:	12-20-2018
SCALE:	AS SHOWN	SCALE:	AS SHOWN

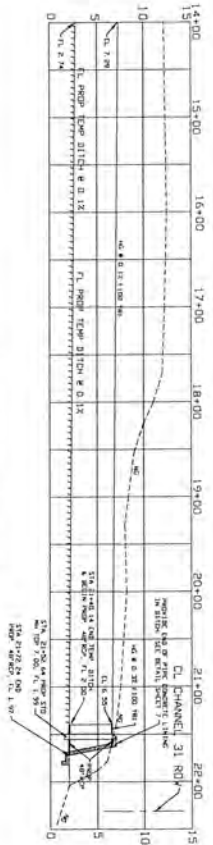
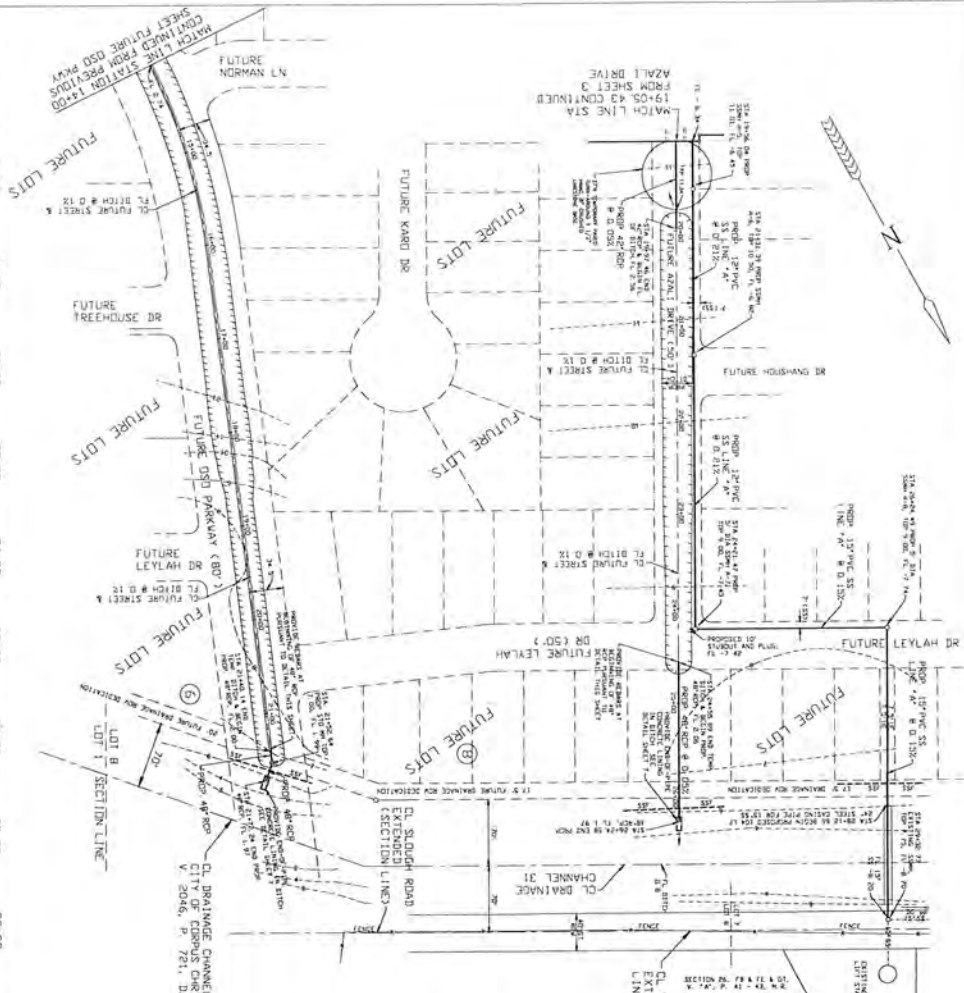
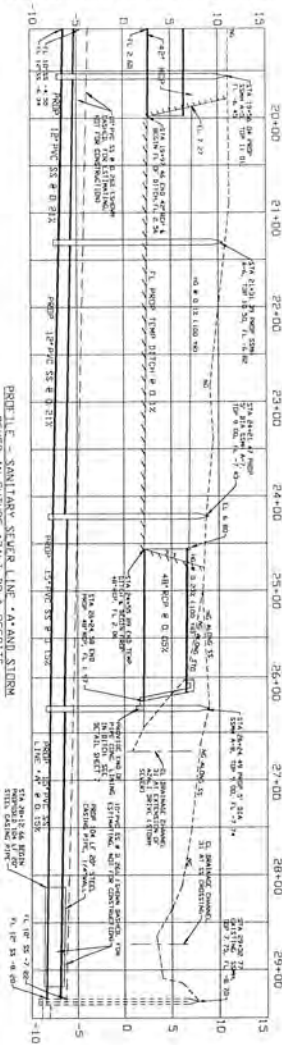
Professional Seal of Connor J. Welsh, P.E.
Registration No. 066253
State of Texas
Professional Seal of Connor J. Welsh, P.E.
Registration No. 066253
State of Texas
Professional Seal of Connor J. Welsh, P.E.
Registration No. 066253
State of Texas

PROVIDE EASEMENTS BY
SEPARATE INSTRUMENT
FOR ALL UTILITIES NOT
CITY ACCEPTANCE OF
UTILITIES

EXCEEDS THE MAX SLOPE OF 7% BEING STIPULATED IN THE SUBDIVISION INSTRUMENT PRIOR TO CONSTRUCTION AND MAY NEED THE ADDITION OF A DROP CONNECTION

SCHEDULE ROSE'S GOING TO BE LOOKED UNDER FUTURE LOTS

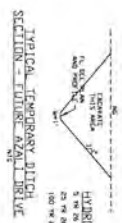
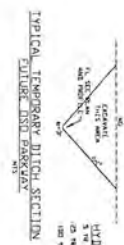
CONTINUED FROM SHEETS 2 & 3 AZALI DR



REQUIRE THE CONTRACTOR TO VERIFY THE EXISTING CONDITIONS FOR ALL UTILITIES NOT SHOWN ON THIS PLAN AND TO PROVIDE ALL UTILITIES.



Digitally signed by Hengosa P.E.
 DN: cn=Hengosa P.E., o=Hengosa P.E., ou=Professional Engineer, email=hengosa@hengosa.com, c=US
 Date: 2019.02.18 16:05:11 -0500



PROFILE - DEFECITE STORM SEWER ALONG FUTURE OSD PARKWAY

DESIGNED BY: Hengosa P.E.
 DRAWN BY: Hengosa P.E.
 CHECKED BY: Hengosa P.E.
 DATE: 02/18/19

PROJECT: SANITARY SEWER LINE - A AND STORM SEWER IN FUTURE AZALI DR & DEFECITE

DATE: 02/18/19

SCALE: 1" = 40'

DATE: 02/18/19

DATE: 02/18/19



Digitally signed by Hengosa P.E.
 DN: cn=Hengosa P.E., o=Hengosa P.E., ou=Professional Engineer, email=hengosa@hengosa.com, c=US
 Date: 2019.02.18 16:05:11 -0500

BAAS AND WELSH ENGINEERING
 7500 W. 14TH STREET, SUITE 100
 FORT WORTH, TEXAS 76107
 (817) 336-1111
 www.baasandwelshe.com

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

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

3054 S. Alameda St.
361 882-5521~ FAX 361 882-1265

10029-PCE-SS Tr
03/06/2019

AZALI ESTATES UNIT 1
SANITARY SEWER REIMBURSEMENT ESTIMATE

SANITARY SEWER TRUNK MAIN ITEMS REIMBURSABLE BY CITY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	15" PVC	502	LF	160.00	\$ 80,320.00
2.	DEWATERING FOR 15" PIPE	502	LF	35.00	17,570.00
3.	5' DIA FG MANHOLE	2	EA	3,000.00	6,000.00
4.	TRENCH SAFETY FOR SS TRUNK MAIN CONSTRUCTION	502	LF	10.00	5,020.00
5.	24" DIA STEEL CASING PIPE BORED IN PLACE OR OPEN CUT	104	LF	300.00	31,200.00

SUBTOTAL	140,110.00
10% ENGINEERING & SURVEYING	14,011.00
TOTAL	\$ 154,121.00
LESS SANITARY SEWER ACREAGE FEE	(67,851.49)
TOTAL AMOUNT REIMBURSEMENT	\$ 86,269.51

AZALI ESTATES UNIT 1
 SANITARY SEWER REIMBURSEMENT ESTIMATE

SANITARY SEWER ITEMS REIMBURSABLE BY CITY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	OVERSIZE 10" PVC PIPE TO 12" PVC PIPE	901	LF	15.00	13,515.00
2.	DEWATERING DIFFERENCE BETWEEN EXTRA DEPTH OF 12" PVC PIPE COMPARED TO 10" PVC PIPE	901	LF	10.00	9,010.00
3.	DIFFERENCE IN COST BETWEEN MANHOLES FOR 12" PIPE COMPARED TO SHALLOWER MANHOLES FOR 10" PIPE	4	EA	500.00	2,000.00
4.	12"PVC PIPE	137	LF	110.00	15,070.00
5.	DEWATERING FOR 12"PVC PIPE	137	LF	32.50	4,452.50
6.	OVERSIZE 8"PVC PIPE TO 10" IN PARHAM DRIVE	120	LF	15.00	1,800.00
7.	DEWATERING DIFFERENCE BETWEEN 10" PVC PIPE AND SHALLOWER 8" PIPE IN PARHAM DRIVE	120	LF	10.00	1,200.00
8.	DIFFERENCE IN COST BETWEEN EXTRA DEPTH OF 10" PVC PIPE COMPARED TO 8" PVC PIPE IN PARHAM DRIVE	120	LF	10.00	1,200.00

SUBTOTAL	\$ 48,247.50
10% ENGINEERING & SURVEYING	<u>4,824.75</u>
TOTAL	\$ 53,072.25
LESS SANITARY SEWER ACREAGE FEE	<u>0.00</u>
TOTAL AMOUNT REIMBURSEMENT	\$ 53,072.25



**CITY OF CORPUS CHRISTI
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".

FIRST NAME: _____

STREET: _____ CITY: _____ ZIP: _____

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner 4. Association 5. 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)
_____	_____
_____	_____

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
_____	_____
_____	_____

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
_____	_____
_____	_____


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 35 or more of the ownership in the above named "firm".

Name	Consultant
_____	_____
_____	_____

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: _____
(Type or Print)

Signature of Certifying Person:  _____

Title: _____

Date: _____

DEFINITIONS

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