

Ordinance authorizing a Wastewater Line License Agreement with VLM Greenwood, LLC, (“Permittee”) to install a private wastewater collection system through a public drainage easement for development of proposed office/warehouse project.

WHEREAS, VLM Greenwood, LLC, (“Permittee”), desires to install, operate, maintain, repair, and remove a private wastewater collection system and conveyance system force main (“Wastewater Line”) located at 5625 Greenwood Dr, Corpus Christi, TX 78417.

WHEREAS, the Permittee has requested, and the City of Corpus Christi (“City”) desires to execute, a one-year term Use Privilege Agreement (“Agreement”). At the end of the initial term, this Agreement renews automatically, in order to accomplish the purpose and use intended by the Permittee within the public right-of-way;

WHEREAS, in accordance with Article IX, Section 1 of the City Charter, the City Council authorizes the City Manager or designee to enter into the Agreement for the benefit of the City and the Permittee, subject to the Permittee’ compliance with the specified provisions of the Use Privilege Agreement.

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 one-year term Use Privilege Agreement (“Agreement”). At the end of the initial term, this Agreement with VLM Greenwood, LLC, (“Permittee”), renews automatically, to allow the Permittee to install, operate, maintain, and remove a private wastewater sanitary sewer main (“Wastewater Line”) located at 5625 Greenwood Dr, Corpus Christi, TX 78417, such Agreement at all times subject to the Permittee’ compliance with the conditions specified in the Agreement. A copy of the Agreement is attached to this ordinance and being incorporated by reference into this ordinance as if fully set out herein in their entirety.

SECTION 2. The Agreement authorized in Section 1 of this ordinance is subject to the Permittees’ compliance with the conditions of the Agreement including, but not limited to, the provisions specified below:

- a. In exchange for the City’s authorization for use of the public right-of-way by the Permittee for the stated purpose, the Permittee agrees to provide the City with a one-time Use Privilege Agreement fee of \$318.75.
- b. The Permittee’ use of the wastewater main is strictly limited to serving the Permittee’s VLM Greenwood, LLC office/warehouse facilities. Permittee may not provide wastewater service through the wastewater main to any facilities other than the facilities specified in this section, nor may Permittee permit or allow anyone else to provide wastewater service or any other service through the two-inch wastewater main to any facility whether owned by the Permittee or by another person or entity.
- c. All costs incurred to install, operate, maintain, repair, and remove the wastewater sewer main are the sole responsibility of the Permittee.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2022, by the following vote:

Paulette Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2022, by the following vote:

Paulette Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2022.

ATTEST:

Rebecca Huerta
City Secretary

Paulette Guajardo
Mayor

**Wastewater Line
License Agreement**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Wastewater Line License Agreement (“Agreement”) is entered into by and between the City of Corpus Christi (“City”), a Texas home-rule municipal corporation, and VLM Greenwood LLC, whose business address is currently 10410 Hempstead Road, Houston, Texas 77092.

In accordance with Article IX, Section 1, of the City’s City Charter and in consideration of a one-time payment of \$318.75 paid by Licensee, the City has granted and conveyed, and by these presents does grant and convey to Licensee, for the term and upon the conditions stated in this Agreement, a license for the right to install, operate, maintain, repair, and remove Wastewater Line, as identified in **Exhibit B**, within the drainage easement as shown in **Exhibits A**. **Exhibits A** and **B** are attached to this Agreement and incorporated into this Agreement by reference as if fully set out herein in their entirety. The area in which the license is granted for the location of the Licensee’s Wastewater Line is referred to in this Agreement as the “Licensed Area.”

TO HAVE AND TO HOLD the same license granted unto Licensee, its successors, and assigns, together with the right under the conditions specified in this Agreement, to at any time enter upon the above described Licensed Area to install, operate, maintain, repair, or remove Licensee’s Wastewater Line, and being further understood that the license granted by this Agreement is subject to the Licensee’s compliance at all times with the following conditions, the City and Licensee agree as follows:

- A. This Agreement, and the rights granted under the Agreement, may be revoked at any time by the City upon providing the Licensee not less than 30 days notice in writing by the City’s City Manager or designee (“City Manager”). In the event of a revocation by the City Manager or earlier termination of this Agreement by either party, no portion of any payment made under this Agreement is refundable to the Licensee.
- B. This Agreement is for a term of one (1) year from the date executed by the City. At the end of the initial term, this Agreement renews automatically unless the Licensee or the City provides written notice to revoke the Agreement.
- C. This Agreement may not be assigned by Licensee without the City Manager’s prior written consent.
- D. During construction or maintenance of improvements pertaining to the Licensed Area granted under this Agreement, insurance requirements are as

stated in Exhibit C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Before construction or maintenance of the improvements pertaining to the Licensed Area granted under this Agreement can begin, the Licensee must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Director of Development Services Department. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

- E. Should construction be deemed necessary by Licensee in the Licensed Area, construction plans and specifications for all proposed work shall be submitted in advance by the Licensee to the City Engineer and City Development Services Engineer for approval prior to beginning the construction process. The plans must show the depth, and location of the proposed construction and distance from existing water, storm water, wastewater, and gas lines. The Licensee shall also comply with any other laws, rules, regulations, and ordinances applicable to construction in the City and in the public right-of-way, including obtaining all required permits.
- F. Prior to the start of any approved construction, Licensee shall require every contractor and subcontractor to provide a Certificate of Insurance reflecting insurance in coverage amounts as set forth in **Exhibit "C."** Additionally, Licensee shall require their contractors and subcontractors to indemnify the City, its officers, officials, employees, representatives, agents, licensees, and invitees in the same manner that Licensee has provided indemnification to the City pursuant to this Agreement.
- G. Licensee shall provide all necessary and proper safety devices so as to prevent injuries or accidents in the Licensed Area, in as much as possible.
- H. At least 48 hours prior to beginning any approved construction, Licensee shall contact Texas811 (1-800-DIG-TESS), and any other required agency or authority. Additionally, at least 48 hours prior to beginning any approved construction, Licensee shall give notice and verify depth and location of utility lines, communication lines, and communication fiber optic cables, whichever is applicable, to the following:
- City Utility Departments, including Water, Storm water, Wastewater and Gas;
 - American Electric Power (AEP);
 - American Telephone and Telegraph (AT&T);
 - CenturyTel;

- Time Warner;
- Grande Communications; and
- Any and all other certified telecommunications providers.

A City inspector may request a utility line be uncovered to verify its depth or location.

- I. Any construction process and use of the Licensed Area by Licensee shall not interfere with the construction, installation, operation, maintenance, repair, removal or replacement by the City or any of its agents, contractors, or franchisees of any existing or future proposed sidewalks, utility lines, or other uses. If the City or any franchisee with utilities currently located in said public right-of-way needs access to the right-of-way, Licensee shall pay for removing or relocating the private wastewater line in the Licensed Area to allow access to utility lines for maintenance, repair, removal, or replacement of the utility lines. The Licensee shall repair the Licensed Area to its original condition or cease to use the Licensed Area, at which time this AGREEMENT terminates immediately.
- J. Traffic Engineer requirements pertaining to this Agreement, if applicable in context:
 1. At least 48 hours prior to commencing any approved construction, the Licensee shall file and obtain approval for a traffic control plan with the City's Traffic Engineer. No closure or barricading of a public right-of-way or any portion of a public right-of-way may occur before approval of the traffic control plan and, if applicable, approval of a detour or barricade plan has been obtained from the City's Traffic Engineer.
 2. Should Licensee require a trench, pit, or similar excavation be dug during approved construction, the Licensee shall file and obtain approval for barricading said trench, pit, or excavation in accordance with the Texas Manual on Uniform Traffic Control Devices from the City's Traffic Engineer. [See paragraph "P" of this Agreement for additional requirements regarding trenches, pits and similar excavations.]
- K. If, as determined by the City Manager, damage occurs to any gas, water, storm water, or wastewater line, Licensee shall allow the City immediate access to the Licensed Area to perform an assessment, make repairs, or take any other action deemed necessary by the City. Determination of the extent of damage and repairs necessary to restore the utility line(s) shall be made by the City Manager. All costs of the City associated with said damage and repair, including labor and materials, shall be paid by Licensee within 30 days of the City's invoice.

- L. Should construction become necessary near existing water or wastewater lines, Licensee shall take every precaution not to disturb the soil surrounding any such lines, including all thrust blocks.
- M. If any approved work is conducted near any existing water main, it shall be done under the inspection of a City inspector at a daily rate of three-hundred ten dollars and thirty-five cents (\$310.35) for each day spent inspecting construction, installation, maintenance, repair, removal, or replacement in the Licensed Area. A half-day, being four hours or more of work time by the City inspector, constitutes a whole working day for purposes of calculation. Any time in excess of eight hours a day, or on Saturday, Sunday or holidays, shall be calculated at a daily rate of fifty-eight dollars and eighteen cents (\$58.18) per hour. Any assessed inspection fees shall be paid by the Licensee to the appropriate City department within 30 days of the City's invoice. These amounts will be adjusted annually each year on August 1 to reflect any pay increases that may be attributable to the rates charged.
- N. At any and all times Licensee shall be responsible for the repair and maintenance of the Wastewater Line and Licensed Area, including any costs associated with damage occurring due to natural weather elements/occurrences or man-made forces. Should damage occur to the Wastewater Line or Licensed Area, regardless of the type of damage, Licensee shall immediately repair the damage upon notice by the City. Failure to so repair terminates this Agreement immediately without any further action needed on the part of the City.
- O. Licensee shall repair, or cause to be repaired, any damage to driveways, culverts, head walls, landscaping, sidewalks, curbs, gutters, and any other structure, public or private, resulting from or caused by reason of construction, installation, maintenance, repair, removal, replacement or operation of the Wastewater Line and Licensed Area.
- P. If a trench, pit, or other excavation is required during approved construction, no trenches, pits, or other excavation, other than bore pits, shall be left open overnight, except as specifically authorized by the City's Director of Development Services and City's Engineer. Bore pits are not allowed open for a period of longer than 14 calendar days, regardless of location. All trenches, pits, or other excavations, other than bore pits, shall be backfilled by the Licensee promptly and in accordance with current City standards and specifications and as per the City inspector's request. All trenches, pits, and other excavations, *including* bore pits, shall be barricaded by the Licensee in accordance with the Texas Manual on Uniform Traffic Control Devices and as approved by the City's Traffic Engineer. [See paragraph "J.2." for additional requirements pertaining to trenches, pits, and other excavations.]

- Q. If backfilling becomes necessary, all backfill, specifically including that in and around existing utilities, shall be made by Licensee according to current City standards and specifications and as required by a City inspector.
- R. Use of the Wastewater Line authorized by this Agreement is strictly limited to providing service to VLM Greenwood LLC, located at 5625 Greenwood Dr, Corpus Christi, Texas 78417, in the Licensed Area. Licensee shall not provide, nor permit anyone else to provide or receive, service through said Wastewater Line, or at any facilities within the City other than the building facilities specifically included in this Agreement without first obtaining a franchise or other required approval from the City.
- S. **INDEMNIFICATION. Licensee shall fully indemnify and hold harmless the City of Corpus Christi, its officers, officials, employees, and agents ("indemnitees") from and against all suits, claims, demands, actions, losses, costs, expenses, liability, damages and judgments recovered from or asserted against City for any and all property damage or injuries sustained by any person, including without limitation, workers' compensation, personal injury or death, arising from or incident to, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the license granted.**
- T. 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 signatures.
- U. Unless otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested to the following addresses:

If to Licensee:

If to the City:

City of Corpus Christi
Attn: Director, Development Services Department
P. O. Box 9277
Corpus Christi, TX 78469-9277

Any party shall, by notice to the others in accordance with the provisions of this paragraph, specify a different address or addressee for notice purposes within 10 days of any address change.

- V. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created pursuant to this Agreement are performable in Nueces County, Texas. Venue for all actions arising from, out of, or related to this Agreement must be brought in Nueces County, Texas.
- W. The Licensee further agrees, in compliance with the Corpus Christi Code Sec. 2-349, to complete, as part of this Agreement, the "Disclosure of Interests" form attached to this Agreement as **Exhibit "D."** Completed versions of **Exhibit "D"** by the Licensee form a part of this Agreement and are incorporated by reference into this Agreement as if set out here in their entireties.
- X. This instrument, including exhibits, constitutes the entire agreement between the City and the Licensee, and no prior written, oral, or contemporaneous promises, warranties, or representations shall be binding upon any parties. This Agreement may only be amended by written instrument signed by authorized representatives of the City and Licensee and approved as required by City law.
- Y. Any payments due by the Licensee pursuant to this Agreement will be made from current revenue available to the Licensee.

Remainder of page intentionally left blank; signature page to follow.

EXECUTED IN DUPLICATE this 08th day of July, 2022.

VLM Greenwood LLC



08 July, 2022

Rajeev Khanna, Manager

Date

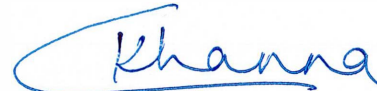
ACKNOWLEDGMENT

STATE OF TEXAS §

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COUNTY OF NUECES §

This instrument was acknowledged before me on 08th July, 2022, by Rajeev Khanna, Manager for VLM Greenwood LLC, a Texas Limited Liability Company, on behalf of said company.



Notary Public's Signature

CITY OF CORPUS CHRISTI

By: _____
Albert J. Raymond III
Director of Development Services

ATTEST:

By: _____
Rebecca Huerta
City Secretary

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2022, by Albert J. Raymond III, Director of Development Services of the City of Corpus Christi, a Texas Municipal Corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Rebecca Huerta, City Secretary, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM:

By: _____ (Date)
Buck Brice
Assistant City Attorney
For the City Attorney

EXHIBIT A

ENRIQUEZ VILLAREAL SURVEY
ABSTRACT NO. 1
NUECES COUNTY, TEXAS

LOS ENCINOS INDUSTRIAL SITES
LOT 2, BLOCK 1
VOL. 38, PG. 200, M.R.N.C.T.

1533 HOLLY ROAD

LOT 4

199 POWERVILLE ROAD, LLC.
CALLED LOT 4, BLOCK 1 OF
LOS ENCINOS INDUSTRIAL SITES
DOCUMENT NO. 2018035101
O.P.R.N.C.T.
AUGUST 2, 2018

LOS ENCINOS INDUSTRIAL SITES
BLOCK 1
VOL. 66, PG. 188, M.R.N.C.T.

1.949 ACRES
(84,894 SQ. FT.)

LOT 5

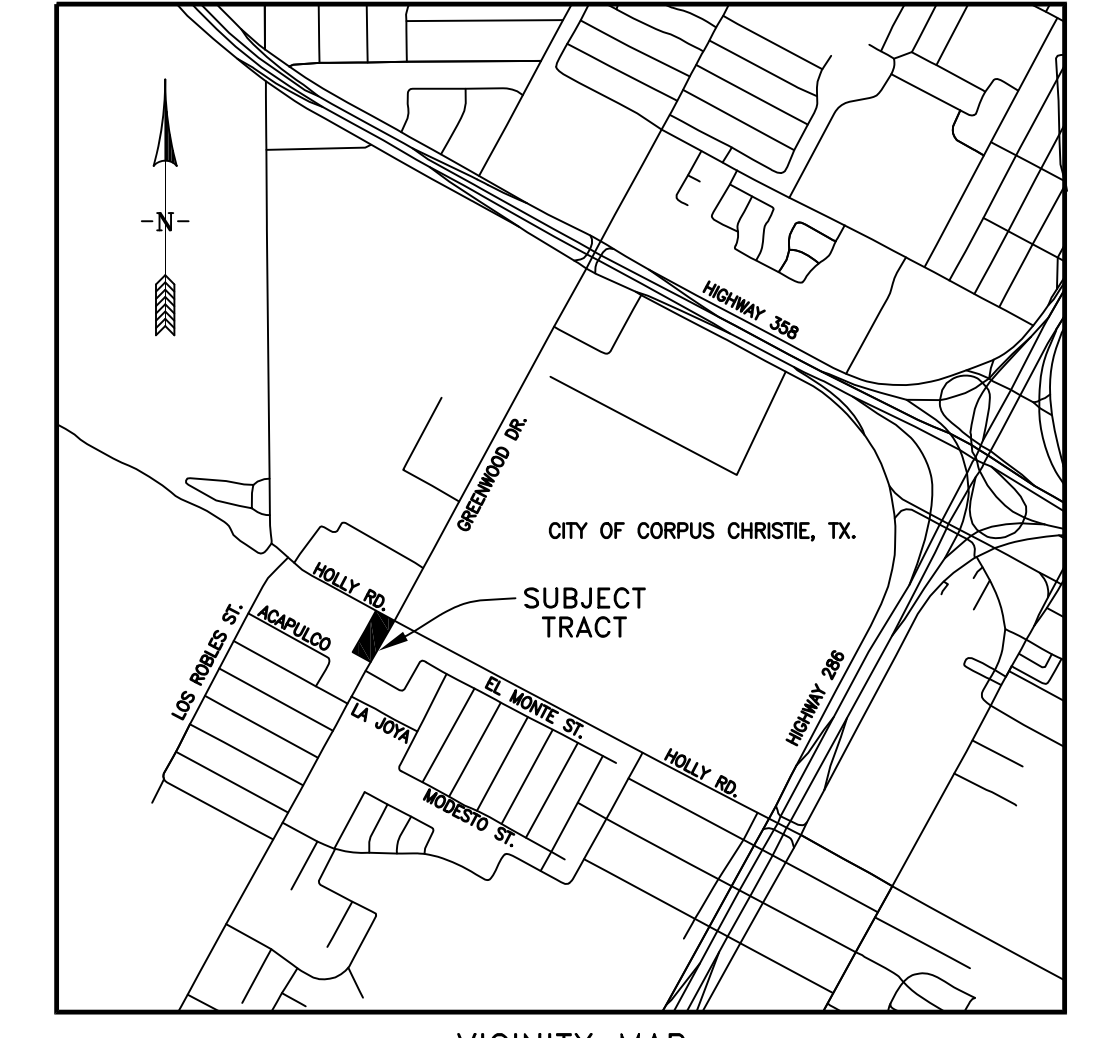
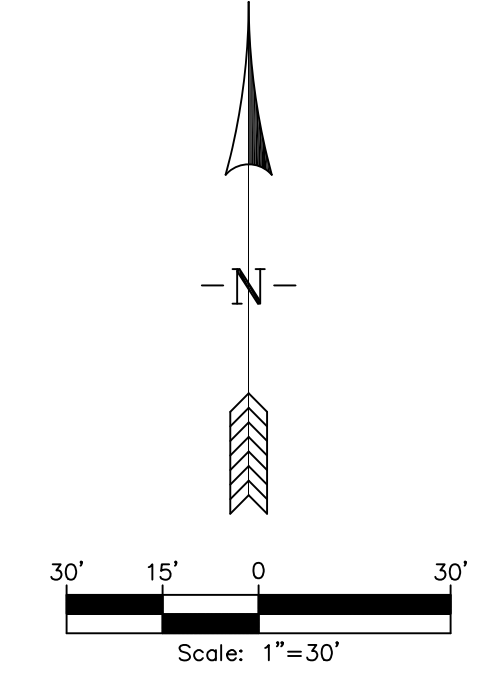
GANATOL LAND COMPANY, LLC.
(83% TENANCY IN COMMON INTEREST)
AND MAJ HOLDINGS, LP
(17% TENANCY IN COMMON INTEREST)
CALLED LOT 5, BLOCK 1 OF
LOS ENCINOS INDUSTRIAL SITES
DOCUMENT NO. 2009008325
O.P.R.N.C.T.
FEB. 27, 2009
(VACANT TRACT)

LOS ENCINOS INDUSTRIAL SITES
BLOCK 1
VOL. 66, PG. 188, M.R.N.C.T.

LOT 4
LOT 3
LOT 2
LOT 1
LOS ENCINOS SUBDIVISION
(FORMERLY LAS PALMAS SUB.)
VOL. 22, PG. 94, M.R.N.C.T.

LOS ENCINOS SUBDIVISION
REPLAT VOL. 51, PG. 22, M.R.N.C.T.

ABBREVIATIONS & SYMBOLS LEGEND	
FND.	FOUND
F.C.	FILM CODE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
I.R.	IRON ROD
M.R.N.C.T.	MAP RECORDS OF NUECES COUNTY, TEXAS
O.P.R.N.C.T.	OFFICIAL PUBLIC RECORDS NUECES COUNTY, TEXAS
D.R.N.C.T.	DEED RECORDS OF NUECES COUNTY, TEXAS



VICINITY MAP
N.T.S.

METES AND BOUNDS DESCRIPTION

A TRACT OR PARCEL OF LAND CONTAINING 1.949 ACRES (84,894 SQUARE FEET) OF LAND BEING ALL OF LOT FIVE (5), BLOCK ONE (1) OF LOS ENCINOS INDUSTRIAL SITES, A SUBDIVISION RECORDED UNDER DOCUMENT NO. 2009008325 OF THE OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS AND BEING THE SAME CALLED LOT FIVE (5), BLOCK ONE (1), OF SAID LOS ENCINOS INDUSTRIAL SITES AS CONVEYED UNTO GANATOL LAND COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED EIGHTY-THREE PERCENT (83%) TENANCY IN COMMON INTEREST, AND MAJ HOLDINGS, LP, A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED SEVENTEEN PERCENT (17%) TENANCY IN COMMON, BY DEED RECORDED UNDER DOCUMENT NO. 2009008325 OF THE OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS, SITUATED IN THE ENRIQUEZ VILLAREAL SURVEY, ABSTRACT NO. 1, NUECES COUNTY, TEXAS; SAID 1.949 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING at a 5/8-inch iron rod found with cap (unreadable) for the northeast corner of called Lot 4, Block 1 of said Los Encinos Industrial Sites, as conveyed unto 199 Powerville Road, LLC., by deed recorded under Document No. 2018035101 of the Official Public Records of Nueces County, Texas and for the northwest corner of said Lot 5, Block 1, said Ganatol tract and the herein described tract, said corner located in the south right-of-way line of Holly Road (120' wide per Volume A, Page 48, M.R.N.C.T. and Volume 290, Page 366, D.R.N.C.T.);

THENCE South 61 degrees 03 minutes 52 seconds East with the south right-of-way line of said Holly Road, the north line of said Lot 5, Block 1, said Ganatol tract and the herein described tract, a distance of 183.33 feet to a 3/4-inch iron rod set for the beginning of a tangent circular curve to the right and for the most northerly northeast corner of said Lot 5, Block 1, said Ganatol tract and the herein described tract;

THENCE with said tangent circular curve to the right having a central angle of 90 degrees 26 minutes 05 seconds, a radius of 19.85 feet, an arc length of 31.53 feet and a chord bearing and distance of South 15 degrees 51 minutes 14 seconds East, 28.18 feet to 5/8-inch iron rod found for a point of tangency located in the west right-of-way line of Greenwood Drive (80' wide) for the most easterly northeast corner of said Lot 5, Block 1, said Ganatol tract and the herein described tract;

THENCE South 29 degrees 21 minutes 15 seconds West with the west right-of-way line of said Greenwood Drive and the east line of said Lot 5, Block 1, said Ganatol tract and the herein described tract, a distance of 385.72 feet to a point for corner for the southeast corner of Lot 1, Block "G" of the Replat of Los Encinos Subdivision, a subdivision recorded under Volume 51, Page 22 of the Map records of Nueces County, Texas as conveyed unto Rolly Polly Land Development Corporation by deed recorded under Document No. 2001050586 of the Official Public Records of Nueces County, Texas for the southeast corner of said Lot 5, Block 1, said Ganatol tract and the herein described tract;

THENCE North 60 degrees 40 minutes 00 seconds West with the north line of said Lot 1, Block "G" and said Rolly Polly tract and the south line of said Lot 5, Block 1, said Ganatol tract and the herein described tract, a distance of 268.70 feet to a point for corner, for the northwest corner of said Lot 1, Block "G" and said Rolly Polly tract, the northeast corner of Lot 1, Block "A" of Los Encinos Subdivision (formerly Los Palmas Subdivision), a subdivision recorded under Volume 22, Page 94 of the Map Records of Nueces County, Texas for the most southerly southeast corner of said Lot 4, Block 1 and said Powerville Road, LLC., tract and for the southwest corner of said Lot 5, Block 1, said Ganatol tract and the herein described tract;

THENCE North 29 degrees 22 minutes 03 seconds East with the east line of said Lot 4, Block 1 and said Powerville Road, LLC., tract and the west line of said Lot 5, Block 1, said Ganatol tract and the herein described tract, a distance of 40.00 feet to a 5/8-inch iron rod with cap (unreadable) found for an angle point;

THENCE South 60 degrees 40 minutes 00 seconds East with the east line of said Lot 4, Block 1 and said Powerville Road, LLC., tract and the west line of said Lot 5, Block 1, said Ganatol tract and the herein described tract, a distance of 65.28 feet to a 5/8-inch iron rod with cap (unreadable) found for an angle point;

THENCE North 29 degrees 22 minutes 03 seconds East with the east line of said Lot 4, Block 1 and said Powerville Road, LLC., tract and the west line of said Lot 5, Block 1, said Ganatol tract and the herein described tract, a distance of 364.31 feet to the PLACE OF BEGINNING and containing 1.949 acres (84,894 sq. ft.) of land, more or less.

SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD:

- A 20' C.P. & L. easement & yard requirement along common boundary with Holly Road; a 40' yard requirement along common boundary with Greenwood Drive; a 15' utility easement along common boundary with Greenwood Drive; a 5' utility easement across the rear of subject property; a 10' utility easement across the rear of subject property; a 20' drainage easement across the rear of subject property; and a 7.5' utility easement along common boundary with Lot 4 (rear corner of Lot 5); all as shown by map or plat recorded in Volume 66, Page 188, Map Records of Nueces County, Texas.
- Affidavit of Non-Production and Non-Development dated May 13, 1994, recorded under Document No. 910848, Official Public Records of Nueces County, Texas.
- Affidavit of Non-Production dated June 12, 2008, from William D. Cleveland, to the Public, recorded under Document No. 2008028615, Official Public Records of Nueces County, Texas.
- Easement and Right of Way executed by J. F. Harold to the United States of America, recorded April 10, 1943, under Document No. 187756, volume 290, Page 366, Deed Records of Nueces County, Texas.
- Easement and Right of Way dated June 4, 1949, from J. F. Harold to Central Power and Light Company, recorded under Document No. 272120, Volume 417, Page 280, Deed Records of Nueces County, Texas. Modified by instrument dated August 30, 1956, under Document No. 468691, Volume 751, Page 408, Deed Records of Nueces County, Texas.
- Easement and Right of Way dated March 18, 1957, from Victor H. Harold, Independent Executor of the Estate of J. F. Harold and Bertha Harold, Deceased to Central Power and Light Company, recorded under Document No. 479710, Volume 770, Page 460, Deed Records of Nueces County, Texas.
- Easement for Equipment Station dated May 26, 1982, from W. Sam Perkins to Southwestern Bell Telephone Company, Document No. 272001, Volume 1824, Page 74, Deed Records of Nueces County, Texas, and shown on the map or plat recorded in Volume 66, Page 188, Map Records of Nueces County, Texas. (DOES APPLY).
- Easement dated January 10, 2000, from Broken Stone, Inc. to Southwestern Bell Telephone Company, Document No. 2000005405, Official Public Records of Nueces County, Texas, and as shown on the map or plat thereof recorded in Volume 66, Page 188, Map Records of Nueces County, Texas.
- Easement and Right of Way dated November 28, 2007, executed by DSI Renal, Inc. to AEP Texas Central Company, recorded January 30, 2008, under Document No. 2008004082, Official Public Records of Nueces County, Texas. (DOES APPLY).
- Aerial Easement as shown by the map or plat thereof recorded in Volume 22, Page 94, Map Records of Nueces County, Texas. (DOES APPLY).

- NOTES:
- ABSTRACT INFORMATION FOR THE SUBJECT PROPERTY SHOWN HEREON IS BASED ON COMMITMENT FOR TITLE INSURANCE G.F. NO. 205202871 PREPARED BY OLD REPUBLIC TITLE COMPANY ISSUED ON JULY 30, 2020 WITH EFFECTIVE DATE OF JULY 26 17, 2020.
 - RECORD TITLE TO THE LAND ON THE EFFECTIVE DATE APPEARS VESTED IN GANATOL LAND COMPANY, LLC. AND MAJ HOLDINGS, LP, BY SPECIAL WARRANTY DEED DATED FEBRUARY 27, 2009 EXECUTED BY HRE HOLDINGS CORPUS CHRISTI, LLC BY DEED RECORDED MARCH 4, 2009, UNDER DOCUMENT NO. 2009008325 OF THE OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS.
 - THE PROPOSED INSURED IS VLM INVESTMENTS INCORPORATED AND/OR ASSIGNS.
 - SUBJECT PROPERTY IS VACANT LAND LOCATED AT 5625 GREENWOOD DRIVE, CORPUS CHRISTIE, TEXAS, 78417.
 - BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF LOS ENCINOS INDUSTRIAL SITES, BLOCK 1, LOTS 4 AND 5 AS RECORDED UNDER VOLUME 66, PAGE 188 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS. CONTROL MONUMENTS "A" AND "B" WERE HELD FOR POSITION AND ROTATED TO PLAT BEARING.
 - ALL FIELD INFORMATION SHOWN HEREON IS BASED ON AN "ON-THE-GROUND" SURVEY PERFORMED ON AUGUST 7, 2020.
 - THE PROPERTY SHOWN HEREON IS LOCATED IN THE FOLLOWING ZONE BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 4854640277C, MAP REVISED JULY 18, 1985:
ZONE "C" (NO SHADING) - AREAS OF MINIMAL FLOODING (NO SHADING).

SURVEYORS CERTIFICATE

I HEREBY CERTIFY TO VLM INVESTMENTS INCORPORATED AND/OR ASSIGNS AND OLD REPUBLIC TITLE COMPANY, THAT:

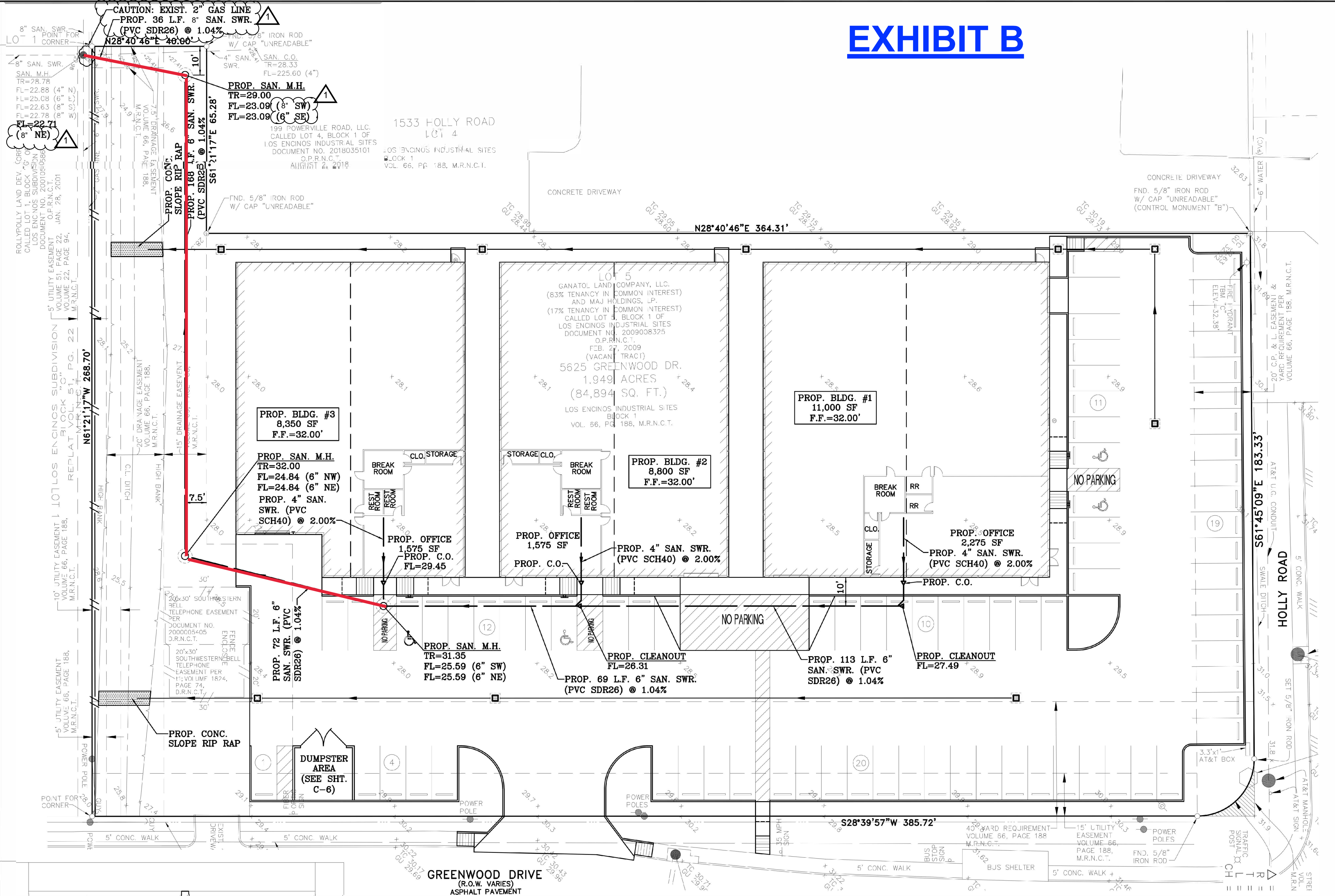
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON AUGUST 7, 2020 AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS' STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

WITNESS MY HAND AND SEAL THIS 14TH DAY OF AUGUST, 2020 AT HOUSTON, TEXAS.

H.H. Doshi
H.H. DOSHI
REGISTERED PROFESSIONAL LAND SURVEYOR #3860
FIRM REGISTRATION NO. 10087000

ADDRESS: 5625 GREENWOOD DRIVE CORPUS CHRISTIE, TEXAS 78417		G.F. NO. 205202671	
BOUNDARY SURVEY OF LOT FIVE (5), BLOCK ONE (1), LOS ENCINOS INDUSTRIAL SITES, A SUBDIVISION IN THE CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 188, OF THE MAP RECORDS OF NUECES COUNTY, TEXAS.			
		DOSHI ENGINEERING & SURVEYING COMPANY 2019 SHADOW PARK DRIVE KATY, TEXAS 77494 (281)395-9906 email: hhdoshi@hotmail.com Survey Firm Reg. No. 10087000	
DRAWN BY: VA	DATE: 8-14-2020	PROJ. NO.:	2020-000
CHECKED BY: HHD	DATE: 8-14-2020		
SCALE:	1"=30'		
CAD NO.:	004		
SHEET 1 OF 1			

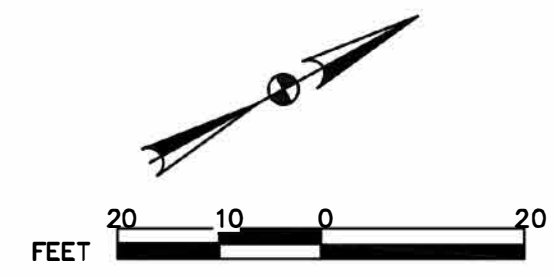
EXHIBIT B



ABBREVIATIONS & SYMBOLS LEGEND

FND.	FOUND
F.C.	FILM CODE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
I.R.	IRON ROD
M.R.N.C.T.	MAP RECORDS OF NUECES COUNTY, TEXAS
O.P.R.N.C.T.	OFFICIAL PUBLIC RECORDS NUECES COUNTY, TEXAS
D.R.N.C.T.	DEED RECORDS OF NUECES COUNTY, TEXAS

CALL BEFORE YOU DIG !
 TEXAS ONE CALL PARTICIPANTS REQUEST
 48 HOURS NOTICE BEFORE YOU DIG, DRILL,
 OR BLAST - STOP CALL
Texas One Call System
 1-800-245-4545



NOTE:
 FIELD VERIFY EXISTING UTILITIES
 LINE PRIOR TO CONSTRUCTION.

NOTE:
 THE EXISTING MANHOLE AT THE PROPOSED
 TIE-IN IS BRICK, AND REMEDIATION MAY BE
 REQUIRED DEPENDING ON THE CONDITION.
 REMEDIATION TO BE PER CITY OF CORPUS
 CHRISTI STANDARD SPECIFICATION AND DETAIL.

PROJECT BENCHMARK:
 NGS BENCHMARK AC8501 BEING A METAL ROD ENCASED IN A
 CYLINDRICAL VAULT STAMPED "CORC A 1997" ON THE RIM OF THE
 VAULT, LOCATED NEAR THE SOUTHWEST CORNER OF THE DEPARTMENT
 OF TEXAS DEPARTMENT OF TRANSPORTATION STORAGE YARD AT 1701
 SOUTH PADRE ISLAND DRIVE,
 BEING 92.2 FT NORTHEAST OF THE CENTER OF A PAVED ROAD
 LEADING TO WALMART, AND 56.8 FT NORTHEAST OF THE SOUTHWEST
 FENCE ENCLOSING THE STORAGE YARD, 51.8 FT SOUTHWEST OF THE
 CENTERLINE OF THE NORTHBOUND LANES OF GREENWOOD DRIVE, 8.9
 FT SOUTHWEST OF A WITNESS
 POST AND THE NORTHWEST FENCE ENCLOSING THE YARD, AND 1.6 FT
 ABOVE THE LEVEL OF THE DRIVE.
 ELEV.=34.44' (NAVD DATUM) ADJUSTED

TBM "A":
 NAIL IN POWER POLE LOCATED ON PROPERTY AS SHOWN
 ON THIS DRAWING.
 ELEV.=34.36'

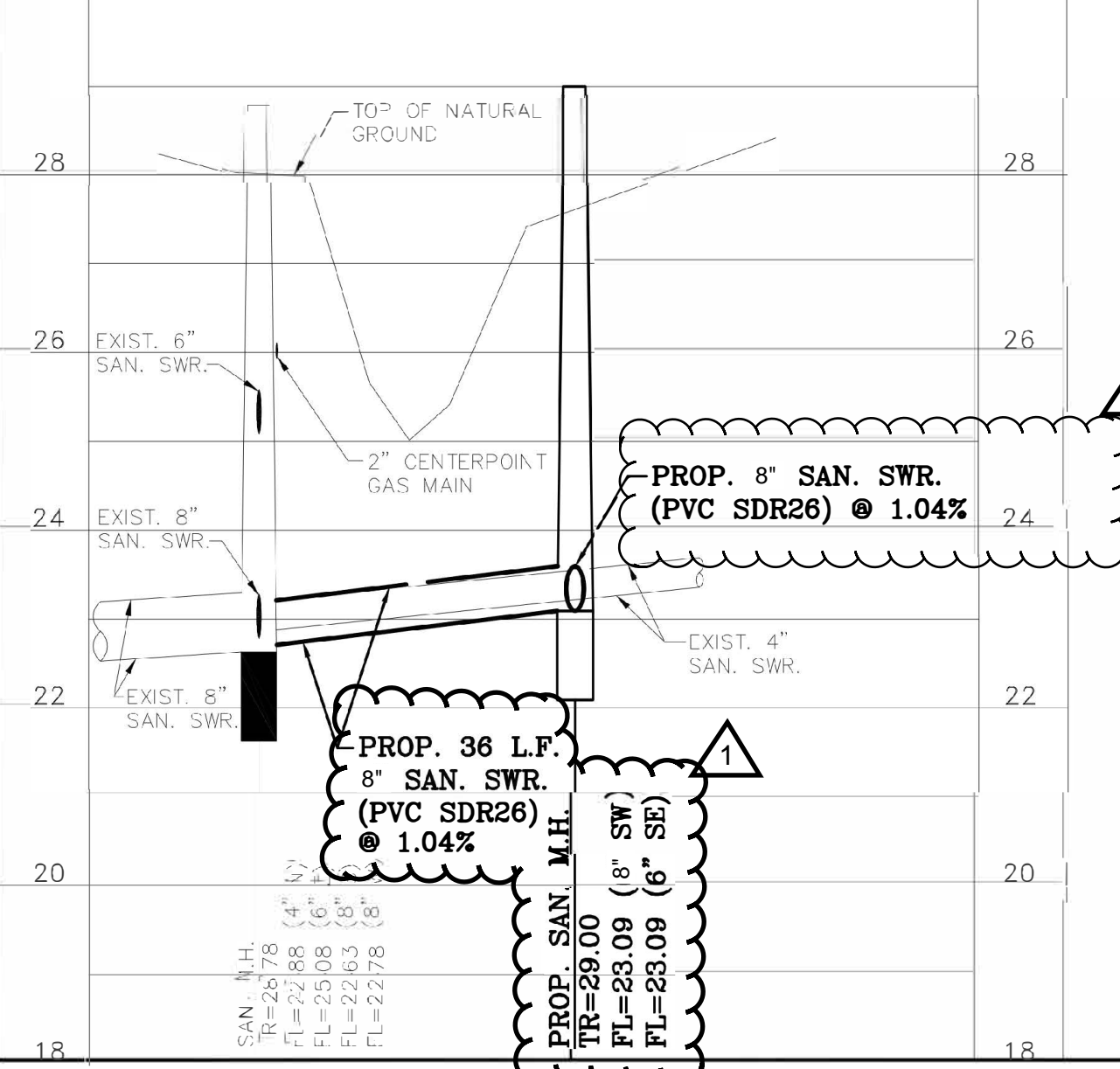
TBM "B":
 NAIL IN POWER POLE LOCATED ON PROPERTY AS SHOWN
 ON THIS DRAWING.
 ELEV.=32.45'

TBM "C":
 TOP OF BOLT OF FIRE HYDRANT LOCATED ON PROPERTY.
 ELEV.=32.38'

TBM "D":
 SQUARE CUT ON TOP OF "C" INLET LOCATED ON HOLLY STREET AS
 SHOWN ON THIS MAP.
 ELEV.=31.34'

SANITARY SEWER NOTES:

1. MINIMUM CLEARANCE IS 2 FEET FOR NON-PRESSURE RATED SS AND 6 INCHES FOR PRESSURE RATED SS (WITH AT LEAST 150 PSI PRESSURE RATING).
2. PLACE 1 FULL SECTION (MIN. 18 FT) OF SS CENTERED AT WL CROSSING. PROVIDE RESTRAINED JOINTS ON SS, SPACED AT 9 FT HORIZONTALLY FROM CENTERLINE OF WL.
3. EMBED SS WITH CSS FOR THE TOTAL LENGTH OF 1 PIPE SEGMENT PLUS 1 FOOT BEYOND THE JOINTS ON EACH END.
4. WATER-WASTEWATER CROSSING MUST COMPLY WITH CITY WATER DISTRIBUTION AND WASTEWATER DRAINAGE STANDARD, AND TCEQ REQUIREMENTS (TAC290.44) MINIMUM CLEARANCE PER CITY STANDARD IS 18".



NO.	REVISION	BY	DATE	CKD.	DATE
1	REVISED SAN. SWR. LINE TO 8"	M.J.	03/30/2022	H.D.	03/31/2022

PROPOSED 8" SAN. SWR. PLAN & PROFILE
GRANITE INC.
 5625 GREENWOOD DRIVE
 CORPUS CHRISTIE, TEXAS 78417

DOSHI ENGINEERING & SURVEYING COMPANY
 CONSULTING ENGINEERS & SURVEYORS
 KATY, TEXAS 77494
 OFFICE: (281) 395-9906 FIRM REGISTRATION NO. F-9873

DRAWN BY: DD DATE: 03/05/2022
 CHECKED BY: HD DATE: 03/05/2022
 SCALE: 1"=20'
 CAD NO.: DSD-2020-045 PP3 SAN LINE

PROJ. NO.:
 DWG. NO.: PP 3 1



EXHIBIT D

DISCLOSURE OF INTERESTS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

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

NAME: VLM Greenwood LLC

STREET: 10410 Hempstead Road **CITY:** Houston, TEXAS **ZIP:** 77092

FIRM is: Corporation Partnership Sole Owner Association Other LLC

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)
NA	NA
_____	_____
_____	_____

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
NA	NA
_____	_____
_____	_____

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
NA	NA
_____	_____
_____	_____

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

Name	Consultant
NA	NA
_____	_____
_____	_____

CERTIFICATE (To Be Notarized)

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: Rajeev Khanna

Title: Manager

(Print)

Signature of Certifying Person: _____

Date: 08/July/2022



DEFINITIONS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

- 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.