

WATER ARTERIAL TRANSMISSION AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT

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 **MPM Development, LP**, ("Developer/Owner"), a Texas Limited Partnership.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on **July 23, 2025** to develop a tract of land, to wit: approximately **38.07** acres known as **King's Landing Unit 12 subdivision located north of Lady Alexa Dr and Lady Claudia Street**, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

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

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

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

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

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

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

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

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

1. TRUSTEE LIABILITY.

- a. The City is executing this agreement as trustee of the Water Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose and it is expressly agreed that any

judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

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

2. PLANS AND SPECIFICATIONS

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

Kings Landing Unit 12 - Cost					
WATER ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	12" PVC PIPE	1140	LF	120.00	136,800.00
2	12" CROSS	4	EA	3,750.00	15,000.00
3	12" GATE VALVE WITH BOX	4	EA	5,550.00	22,200.00
4	6" GATE VALVE	8	EA	2,000.00	16,000.00
5	12" CAP W/ 2" RISER	1	EA	1,100.00	1,100.00
6	CONNECTION TO EXISTING WATERLINE	1	EA	2,500.00	2,500.00
7	FIRE HYDRANTS	2	EA	8,500.00	17,000.00
SUBTOTAL					\$ 210,600.00
ENGINEERING, SURVEYING, & TESTING (11%)					\$ 23,166.00
CONTINGENCY (7%)					14,742.00
BOND (2%)					4,212.00
TOTAL					\$ 252,720.00

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

3. REIMBURSEMENT

- a. The cost for the Water Improvement is **\$252,720.00**. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Water Improvements up to an amount not to exceed **\$252,720.00**, as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.
- b. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund per the UDC, this agreement, and the appropriation of funds, the City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30-days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. Cost-supporting documentation to be submitted shall include:
 1. Summary of Costs and Work Performed on form provided by the Development Services Department,
 2. Contractor and professional services invoices detailing work performed,
 3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.
- d. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- e. The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.
- f. In the event that this Agreement is terminated by the City at a time when there has been a partial completion and partial payment for the improvements, then the City shall only reimburse Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that there is an uncured default by the Developer/Owner.

4. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT.

- a. All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Water Arterial Transmission and Grid Main Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and Developer/Owner has priority per UDC §8.5.1. Pursuant UDC

§8.5.1. C., priority is determined according to the date the reimbursement agreement is approved by the City Council.

- b. Payments will not be paid when funds are not available in the Water Arterial Transmission and Grid Main Trust Fund. Payments may be made when monies are available in and appropriated from the Water Arterial Transmission and Grid Main Trust Fund and the Developer/Owner has priority in accordance with UDC §8.5.1. C.

5. DEVELOPER/OWNER TO COMPLETE IMPROVEMENTS

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

6. NOTICES

- a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other Party in writing at the following address:

- 1. If to the Developer/Owner:

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

- 2. If to the City:

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

with a copy to:

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

- b. Notice may be made by United States Postal Service, First Class Mail, Certified, Return Receipt Requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.
- c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

7. REQUIRED CONSTRUCTION

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

8. SITE IMPROVEMENTS

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

9. PLATTING FEES

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

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

11. PROMPT AND GOOD FAITH ACTIONS

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

12. DEFAULT

The following events shall constitute default:

- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.
- b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.
- c. Developer/Owner fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Water Improvements under the approved plans and specifications.

- e. Developer/Owner's contractor fails to complete construction of the Water Improvements, under the approved plans and specifications as provided in section 4 of this agreement.
- f. Either the City or Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

13. NOTICE AND CURE

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in detail the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer/Owner, at the address stated in section 6, of the need to perform the obligation or duty, and should Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to Developer/Owner by reducing the reimbursement amount due Developer/Owner.
- e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and cure period, the City has all its common law remedies and the City may:
 - 1. Terminate this Agreement after the required notice and opportunity to cure the default;
 - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
 - 3. Perform any obligation or duty of the Developer/Owner under this agreement and charge the cost of such performance to Developer/Owner. Developer/Owner shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer/Owner receives notice of the cost of performance. In the event that Developer/Owner pays the City under the preceding sentence, and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
- f. In the event of an uncured default by the City after the appropriate notice and cure period, the Developer/Owner has all its remedies at law or equity for such default.

14. FORCE MAJEURE

- a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
- b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

15. THIRD-PARTY BENEFICIARY

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

16. PERFORMANCE AND PAYMENT BONDS

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

(1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

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

17. DEDICATION OF WATER IMPROVEMENTS.

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

18. WARRANTY

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

19. INDEMNIFICATION

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

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

(a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the fees charged by (i) attorneys, (ii) environmental consultants, (iii) engineers, (iv) surveyors, and (v) expert witnesses.

(b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.

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

20. ASSIGNMENT OF AGREEMENT

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

21. DISCLOSURE OF INTERESTS

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

22. CERTIFICATE OF INTERESTED PARTIES.

Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

(1) persons with a "controlling interest" in the entity, which includes:

- a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
- b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more

- than 10 members; or
 - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

23. CONFLICT OF INTEREST.

Developer/Owner agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

24. AUTHORITY.

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

25. EFFECTIVE DATE

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

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

EXECUTED IN ONE ORIGINAL this _____ day of _____, 20____.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Michael Dice
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

DEVELOPER/OWNER:

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

By:

Moses Mostaghasi
General Partner

**STATE OF TEXAS §
 §
COUNTY OF _____ §**

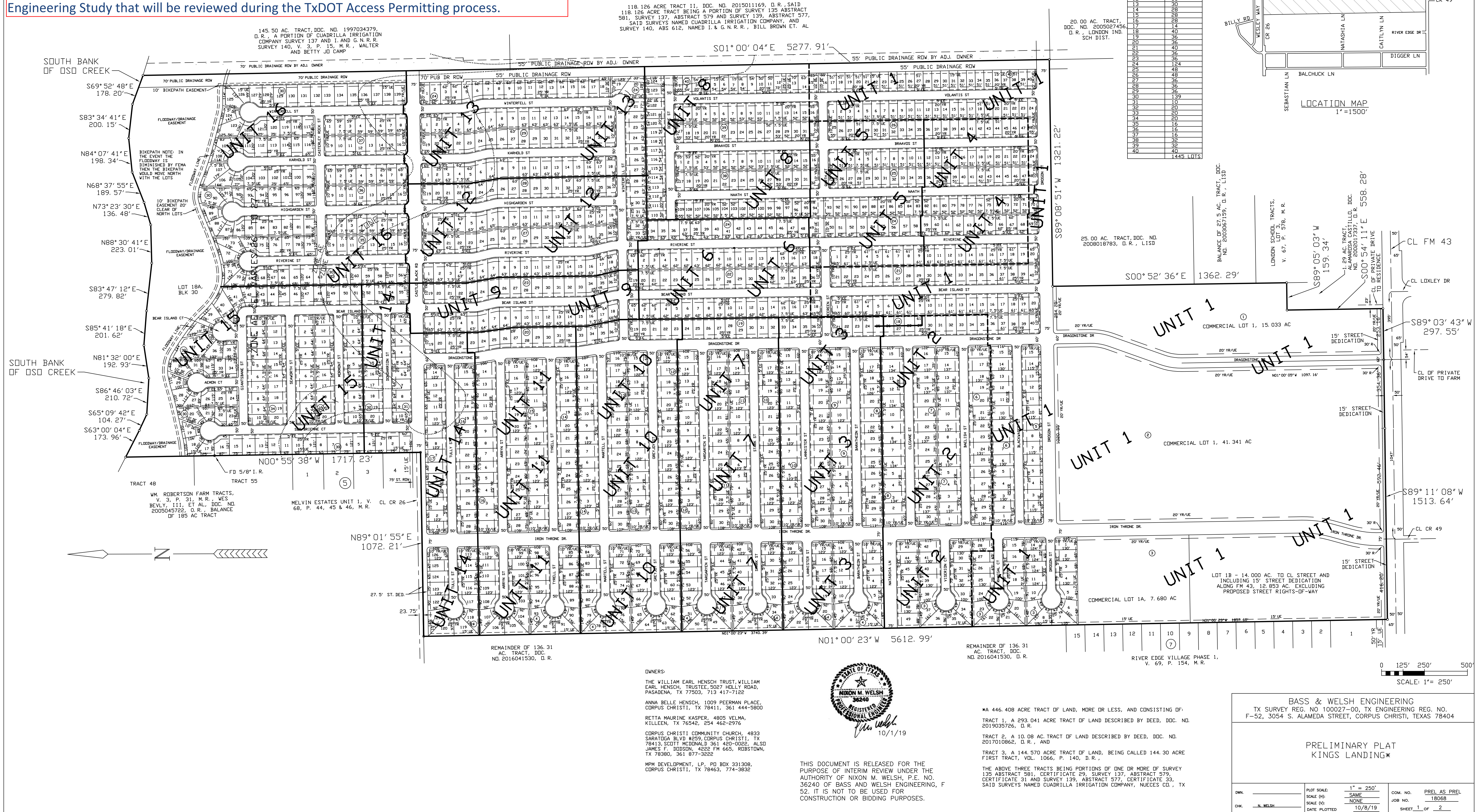
This instrument was acknowledged before me on _____, 20____, by
Moses Mostaghasi, General Partner of MPM Development, on behalf of said company.

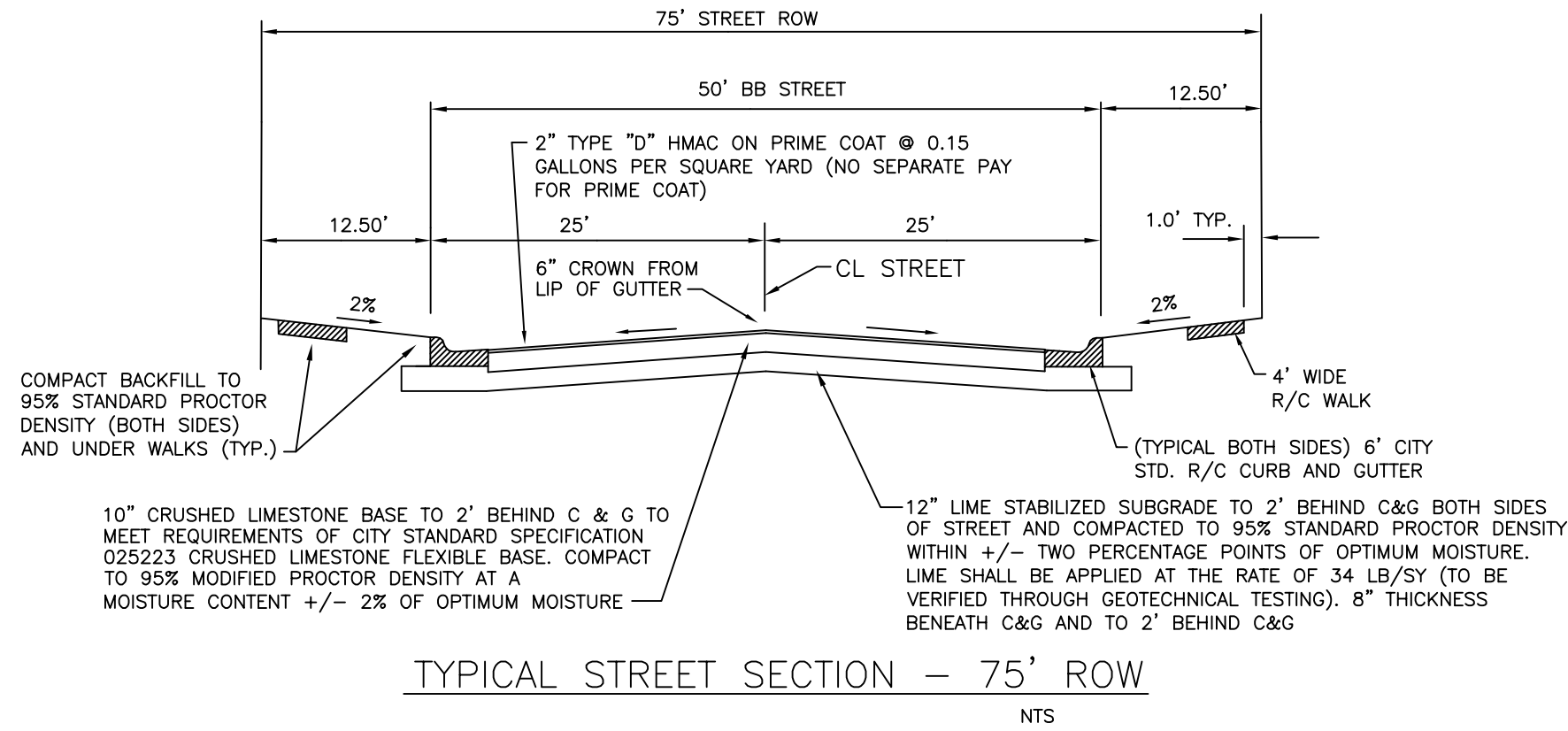
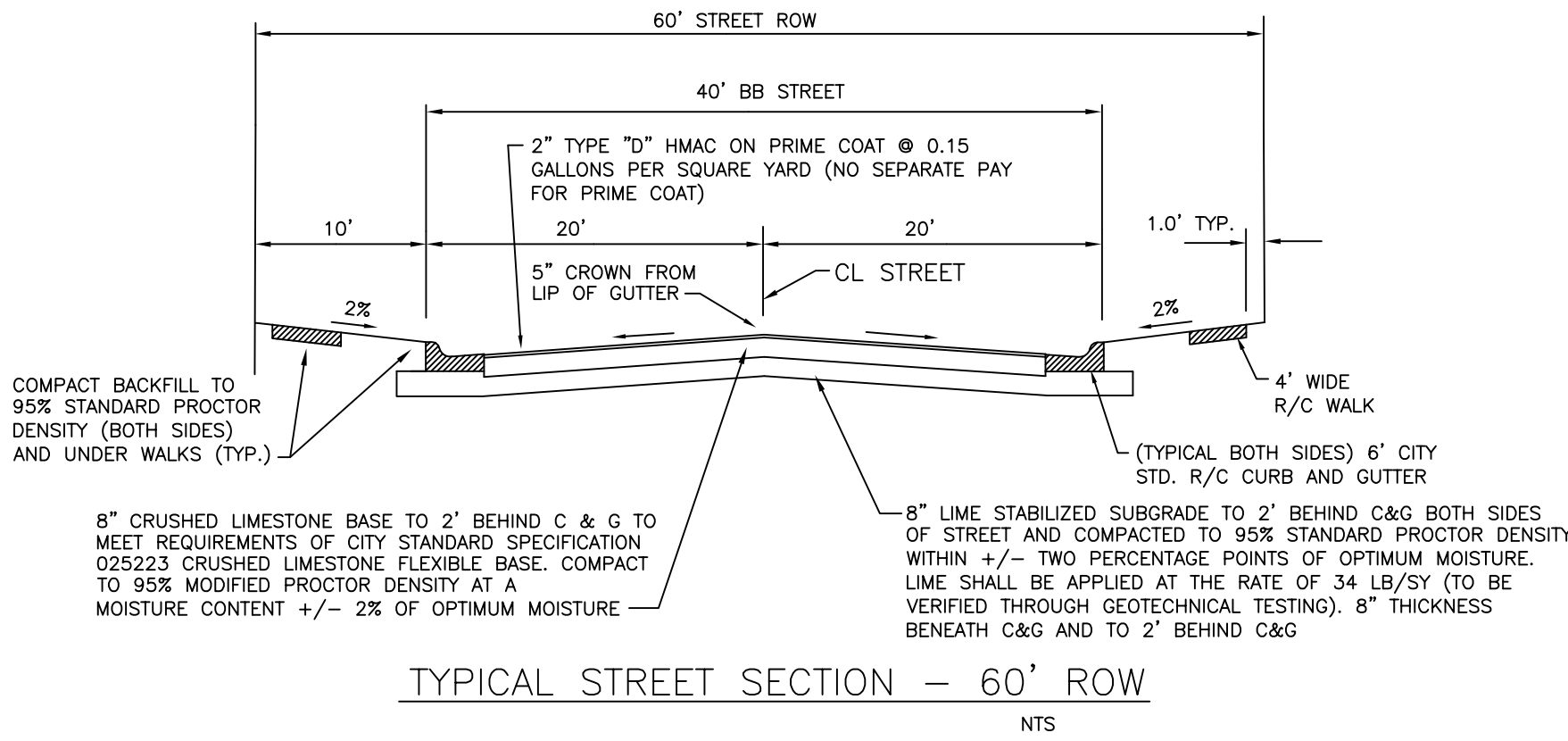
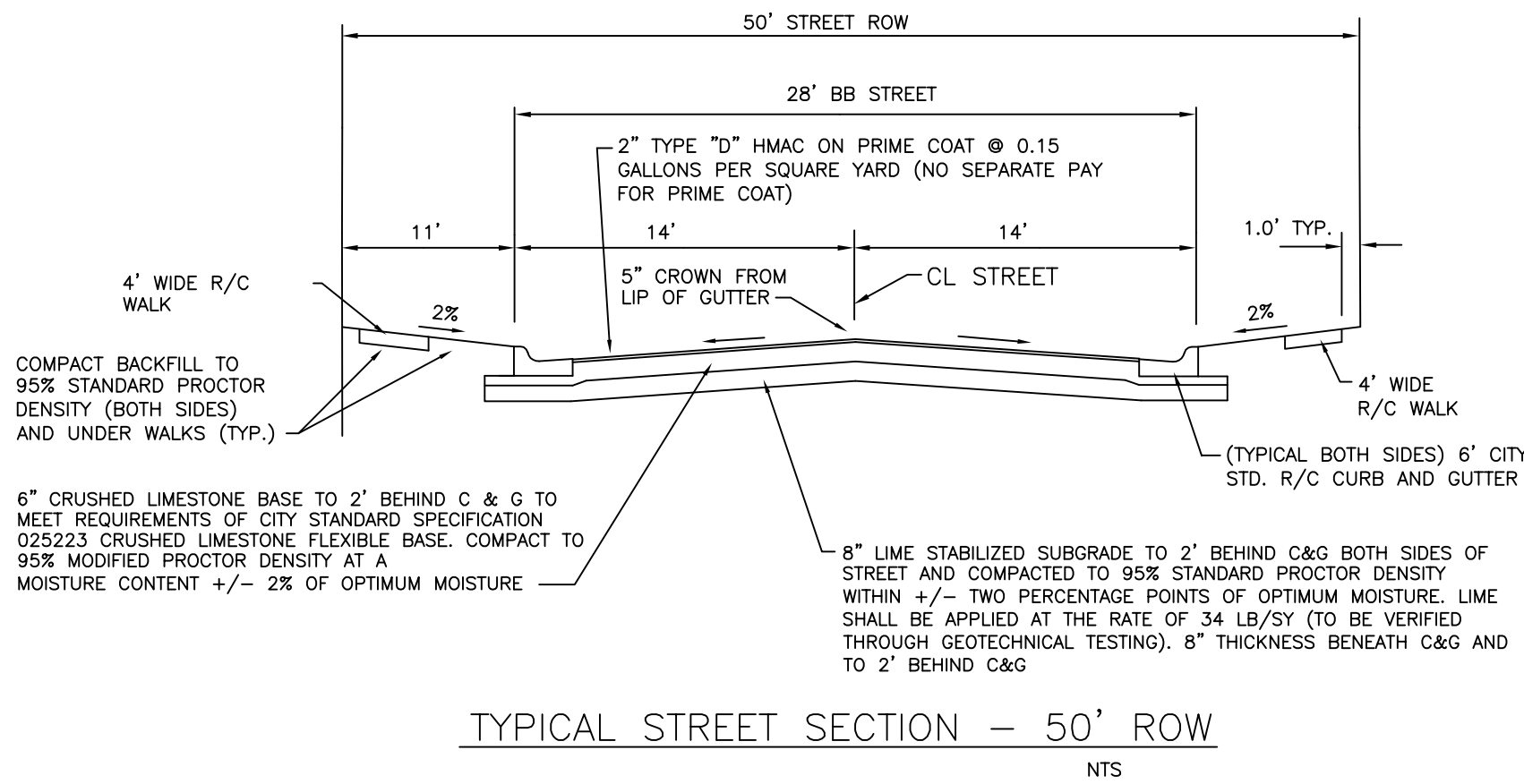
Notary Public's Signature

EXHIBIT 1

1. A Traffic Impact Analysis (TIA) shall be required for the ultimate 15 year development forecast for the intersections and access locations within 3500 feet of both sides of the subject property line along FM 43. This TIA shall be required during the public improvement stage of this plat, prior to TxDOT Access Permitting for new streets, or City Site-work Permitting.

<u>LEGEND:</u>	
DE	DRAINAGE EASEMENT
D. R.	DEED RECORDS, NUECES CO. , TX
M. R.	MAP RECORDS, NUECES CO. , TX
O. R.	OFFICIAL RECORDS, NUECES CO. , TX
UE	UTILITY EASEMENT





NOTES

1. THE SITE IS OCL, PROPOSED ANNEXATION AND ZONED RS-4.5 AND CN-1.
2. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS NOT CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK, BUT IT IS RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
3. THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.
4. THE SUBJECT SITE IS DEPICTED IN FEMA MAP 48355C0505G (10/23/15) AND CONTAINS ZONE AE--FLOODWAY AREAS, ZONE AE AREAS WITH ELEVATIONS BETWEEN 26' AND 27', ZONE X AREAS OF 0.2 PCT ANNUAL CHANCE FLOOD AND ZONE X AREA (NO DESIGNATION).
5. DESCRIPTION OF SITE DRAINAGE: THE ENTIRE SITE WILL DRAIN VIA UNDERGROUND PIPES AND DITCHES TO THE OSO CREEK AS SHOWN.
6. THERE ARE NO KNOWN NATURAL WATER BODIES, JURISDICTIONAL WETLANDS, ENDANGERED SPECIES HABITAT, STATE SUBMERGED LANDS OR CRITICAL DUNES ON THE SITE.
7. 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.
8. LEGAL DESCRIPTION — SEE RIGHT.

NOTES CONTINUED

9. THIS DEVELOPMENT MEETS THE CITY'S MASTER DRAINAGE PLAN. THE INCREASE IN DISCHARGE RATES, VOLUMES, AND DURATIONS OF CONCENTRATED AND NON-CONCENTRATED STORMWATER RUNOFF LEAVING THE PROPOSED DEVELOPMENT DUE TO THE DIVERTED FLOW WILL NOT HAVE AN ADVERSE IMPACT (E.G., SOIL EROSION; SEDIMENTATION; YARD, DWELLING, BUILDING, OR PRIVATE STRUCTURE FLOODING; DURATION OF PONDING WATER; INADEQUATE OVERLAND RELIEF) ON ADJACENT OR DOWNSTREAM PROPERTIES.
10. EACH LOT AREA MUST COMPLY WITH THE APPROPRIATE ZONING DESIGNATION.
11. WATER, WASTEWATER AND PARK FEES SHALL BE PAID PRIOR TO RECORDATION OF THE FINAL PLAT.
12. THE TOTAL PLATTED AREA CONTAINS 446.408 ACRES OF LAND INCLUDING STREET DEDICATIONS.
13. EACH ZONING DISTRICT SHALL CONFORM TO MINIMUM LOT WIDTH (FT.) AND LOT AREA (SF) STANDARDS.
14. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
15. STREET CENTER LINES SHALL BE 25' - 25' FOR 50' RIGHTS-OF-WAY, 30' - 30' FOR 60' RIGHTS-OF-WAY AND 37.5' - 37.5' FOR 75' RIGHTS-OF-WAY.
16. CONFORMANCE TO THE VISIBILITY TRIANGLE REQUIREMENTS OF UDC SECTION 4.2.9. TO PREVENT VISION OBSTRUCTIONS AT STREET INTERSECTIONS SHALL BE REQUIRED.
17. ANY ACCESS ONTO FM 43 SHALL HAVE TXDOT APPROVAL.
18. NO DRAINAGE FROM THIS DEVELOPMENT INTO ROW OF FM 43.
19. ALL INSIDE STREET CORNER INTERSECTIONS REQUIRE A RADIUS OF A MINIMUM OF 10' ON LOCAL RESIDENTIAL STREETS, 15' TO 20' ON COLLECTOR/COMMERCIAL/INDUSTRIAL STREETS AND 20' TO 50' ON ARTERIALS. THE RADIUS MAY VARY DEPENDING ON THE CIRCUMSTANCES.
20. RESIDENTIAL DRIVEWAY ACCESS PROHIBITED ONTO IRON THORNE DRIVE, DROOGON STREET, AND CASTLE BLACK ROAD.
21. ALL DRIVEWAYS TO PUBLIC STREETS WITHIN THE SUBDIVISION SHALL CONFORM TO ACCESS MANAGEMENT STANDARDS OUTLINED IN ARTICLE 7 OF THE UDC.
22. DRIVEWAY ACCESS TO FM43 SHALL CONFORM TO ACCESS MANAGEMENT STANDARDS OF TEXAS DEPARTMENT OF TRANSPORTATION.
23. ALL LOTS AT STREET INTERSECTIONS SHALL ADHERE TO VISIBILITY TRIANGLE REQUIREMENTS OF UDC SECTION 4.2.9.

LEGAL DESCRIPTION A 446.408 ACRE TRACT OF LAND, MORE OR LESS, AND CONSISTING OF:

TRACT 1, A 293.041 ACRE TRACT OF LAND DESCRIBED BY DEED, DDC. NO. 2019035726, D.R.

TRACT 2, A 10.08 AC. TRACT OF LAND DESCRIBED BY DEED, DDC. NO. 2017010862, D.R., AND

TRACT 3, A 144.570 ACRE TRACT OF LAND, BEING CALLED 144.30 ACRE FIRST TRACT, VOL. 1066, P. 140, D.R.,

THE ABOVE THREE TRACTS BEING PORTIONS OF ONE OR MORE OF SURVEY 135 ABSTRACT 581, CERTIFICATE 29, SURVEY 137, ABSTRACT 579, CERTIFICATE 31 AND SURVEY 139, ABSTRACT 577, CERTIFICATE 33, SAID SURVEYS NAMED CUADRILLA IRRIGATION COMPANY, NUECES CO., TX



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF NIXON M. WELSH, P.E. NO. 36240 OF BASS AND WELSH ENGINEERING, F 52. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

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

PRELIMINARY PLAT OF
KINGS LANDING,
CORPUS CHRISTI, NUECES COUNTY, TX

OWN.	_____	PLOT SCALE:	1" = 250'	COM. NO.	PREL SH2
CHK.	N. WELSH	SCALE (H):	SAME	JOB NO.	18068
		SCALE (V):	NONE	DATE PLOTTED	10/8/19
					SHEET 2 OF 2

EXHIBIT 2



Reimbursement Agreement Application



2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | Fax: 361.826.4375 | contractsandagreements@cctexas.com

Date of Application: October 13, 2025

Approved Plat Name: Kings Landing Unit 12

Public Improvements Deferred: Water Reimbursement

Approved Public Improvement Plans: Y ☒ N ☐

Cost Estimate for Deferred Public Improvements: \$ 252,720.00

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

Contact Information

Name: Mossa (Moses) Mostaghasi

E-mail address: motheopro99@aol.com

Phone Number: 361-774-3832

Preferred Method of Contact: Email ☒ Phone ☐ Other ☐

If other, provide detail:

Company Name entering into the agreement: MPM Development, LP

Company Address: PO Box 331308 Corpus Christi, TX 78463

General Partner

Applicant's Signature & Title

Submit Application Electronically to: contractsandagreements@cctexas.com

Mail to:
Development Services
Attn: Business Manager
2406 Leopard St. Suite 100
Corpus Christi, Texas 78408

EXHIBIT 3

***ROADWAY AND WATERLINE IMPROVEMENTS TO
SERVE KINGS LANDING UNIT 12***

DESIGN MEMORANDUM

SEPTEMBER 2025

**PRELIMINARY
NOT FOR CONSTRUCTION
FOR INFORMATION
PURPOSES ONLY
GABRIEL HINOJOSA, P.E. 106057
September 24, 2025**

Prepared by: Gabriel Hinojosa, P.E.



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EXHIBITS:

- A. Site Location
- B. Master Plan Map
- C. Development Exhibit

Executive Summary

The following is the Executive Summary for the plan submission for the Kings Landing Unit 12 Roadway and Waterline Improvements. This project involves the construction of a section of Castle Black Rd., a Master Plan collector street and a 12" water grid main.

There is a proposed single family residential development located approximately 1 mile north of FM 43 (See Exhibit A). Currently there is one section of the collector constructed with Unit 11. Our intention is to continue Castle Black Rd. per the master plan east through the proposed development to eventually intersect County Road 33.

The proposed development includes approximately 33 acres of single-family residential homes with approximately 196 lots.

The design of the roadway will follow criteria established by the Infrastructure Design Manual. Streets shall be designed for a 30-year life in accordance with the American Association of State Highway Transportation Officials (AASHTO) Guide for Design of Pavement Structures ("the AASHTO Design Guide") 1993 Edition and supplements unless a later edition of the AASHTO Design Guide is required by the Design Standards under the latest edition of the Infrastructure Design Manual and supplements. (Ordinance 030023, 12/10/2013).

The proposed extension of Castle Black Rd. will be within a 75' right-of way and contain a 50-foot back of curb to back of curb concrete road section. It will also contain 4' sidewalks on both sides.

Along roadway, a water line needs to be installed to serve the proposed development. The proposed waterline will start at a stub-out on Castle Black Rd. at the end of Unit 11. The total length for the 12-inch waterline installation is 1,140 linear feet. Fire hydrants shall be installed on the 12-inch waterline at every 600 feet. The water line design will follow criteria established by the IDM. Material for the water line will be PVC (Class 150 and DR 18) and the pipe shall meet the requirements of AWWA-C900. Pipe embedment and trench backfill will conform to applicable City of Corpus Christi standards.

SECTION I - Introduction

A. Purpose

The purpose of this project is to construct a section of Castle Black Rd. and waterline to serve a proposed development. The proposed roadway infrastructure includes a concrete street section, drainage infrastructure, waterlines, sanitary sewer and sidewalks.

There is a proposed development for a tract of land, project name Kings Landing Unit 12, 1 mile north of FM 43. Currently there is a section of Castle Black constructed from Unit 11. This section is approximately 1,140 linear feet.

There currently is an adopted Roadway Master Plan for this area (Exhibit B: City of Corpus Christi Roadway Master Plan, London, Service Area 15). As part of the master plan there is a proposed collector section. As part of the proposed improvements, a segment of the collector will be constructed. The collector section will begin at the end of Unit 13 and extend east approximately 1,140 feet.

The proposed waterline will start at a stub-out on Castle Black Rd. at the east end of Unit 13 Blvd from a previously constructed 12" waterline along the proposed section of the collector. The total length for the 12-inch waterline installation is 1,140 linear feet. Fire hydrants shall be installed on the 12-inch waterline at every 600 feet. The water line design will follow criteria established by the IDM.

The proposed improvements as part of this project will provide vehicular, water and sanitary sewer connectivity to future sections of Castle Black Rd. to the east including intersection at County Road 33.

SECTION II – Proposed Improvements

A. Castle Black Roadway

1. 75' Right of Way
2. 50' Back to Back Concrete Pavement Section
 - 8" Thick Concrete Pavement
 - 12" Lime/Cement Stabilized subgrade
 -
3. Drainage Infrastructure
4. 4' wide Sidewalk sections

B. Water

1. 12-inch diameter PVC
All proposed PVC water lines will be installed according to City of Corpus Christi Water Standard depths.
2. Fittings
Fittings shall be either cast iron or ductile iron and shall conform to A.N.S.I. A21.10 and A.W.W.A. C-110 and C-153, Latest Edition.

SECTION III - Roadway Alignment

A topographic survey will be conducted to identify existing conditions, utilities, and other possible obstructions. The proposed section will begin at the east end of Unit 13 and continue east along the same bearing for approximately 1,140 feet.

SECTION V – Water Line Alignment

A. Locations and Alignment for Proposed Water Lines

The proposed waterline will start at a stub-out on Castle Black Rd. at the east end of Unit 13 Blvd from a previously constructed 12" waterline and will extend from that point east. This line will be installed inside the right of way on the south side of Castle Black Road.

B. Crossings

The future 12-inch waterline will cross the following:

Utilities

- a. Sewer (Sanitary Sewer):
A preliminary investigation indicates that there will be a crossing of proposed sewer lines, which will be designed per TCEQ & City Standards.

We do not anticipate the following crossings:

- b. Electrical:
There are overhead electrical lines at various locations along the proposed force main route. To the best of our knowledge, all electrical lines are above ground and will not interfere with the installation of the proposed water main.
- c. Telephone and Fiberoptics:
It does not appear that there will be any crossing of telephone or fiberoptic lines.
- d. Petroleum and Other Petrochemical Lines:
A preliminary investigation indicates that there should not be any crossing of existing petroleum or petrochemical lines.

SECTION IV – Roadway Design

A. Pavement Design

- 1. The design of the roadway will follow criteria established by the Infrastructure Design Manual. Streets shall be designed for a 30-year life in accordance with the American Association of State Highway Transportation Officials (AASHTO) Guide for Design of Pavement Structures (“the AASHTO Design Guide”) 1993 Edition and supplements unless a later edition of the AASHTO Design Guide is required by the Design Standards under the latest edition of the Infrastructure Design Manual and supplements. (Ordinance 030023, 12/10/2013).
- 2. A Geotechnical Report has been conducted for this area.

SECTION VII – Design Flow for Sanitary Sewer and Water

A. Design Flow for Water Line

- 1. Service Area
The proposed sanitary sewer system is designed to serve approximately 33 acres of land that includes multi-family, single-family, schools and commercial. There will be approximately 140 lots for the entire proposed development.
- 2. Design Flow
The updated design flow from the proposed development was calculated as follows:

350 GPD/LOT AVG. DAILY
Total Lots= 196
Total Average Daily= 68,600 GPD

Therefore, the expected water demand for the proposed development is calculated to be
68,600 GPD

SECTION V – Work Plan

A. Surveys and Plan Preparation

1. Datum:
All work on this project (surveys, plans) will be on the Texas State Plane Coordinate System, NAD 83, South Zone (City Standard Datum).
2. Ground Surveys:
Ground elevations and validation of general land features shall be made to determine trench depths, utility locations and other obstructions. Specific areas of concern such as major channels and street crossings will require more than the normal surveys to identify topographic variations and other sub-surface structures.
3. Drawings
Drawings will be completed in accordance with the City of Corpus Christi's Standards, properly coordinated with the project specifications and other details and arranged in such a fashion as to allow the Contractor to accurately estimate the cost of the project and construct it.

All drawings will be produced electronically using a computer aided drafting design (CADD) package.

Horizontal and Vertical Scale: The scale recommended and utilized on this project shall be 1"= 40' horizontal, 1" = 4' vertical.

All plan and profile sheets will be arranged as to read from left to right with the project beginning at Mapache Pass.

Where possible, plan views will be oriented with the north to either the top or left of the sheet.

SECTION VI – Construction Requirements

A. Disposal Of Excess Site Excavation Material

All excess excavation material shall be disposed of by the Contractor. Provisions shall be provided in the Contract Documents to direct the Contractor in proper disposal of contaminated soil.

B. Restoration

Fields and ditches shall be seeded or sodded to prevent erosion. All driveways and pavements shall be repaired.

C. Storm Water Pollution Prevention Plan

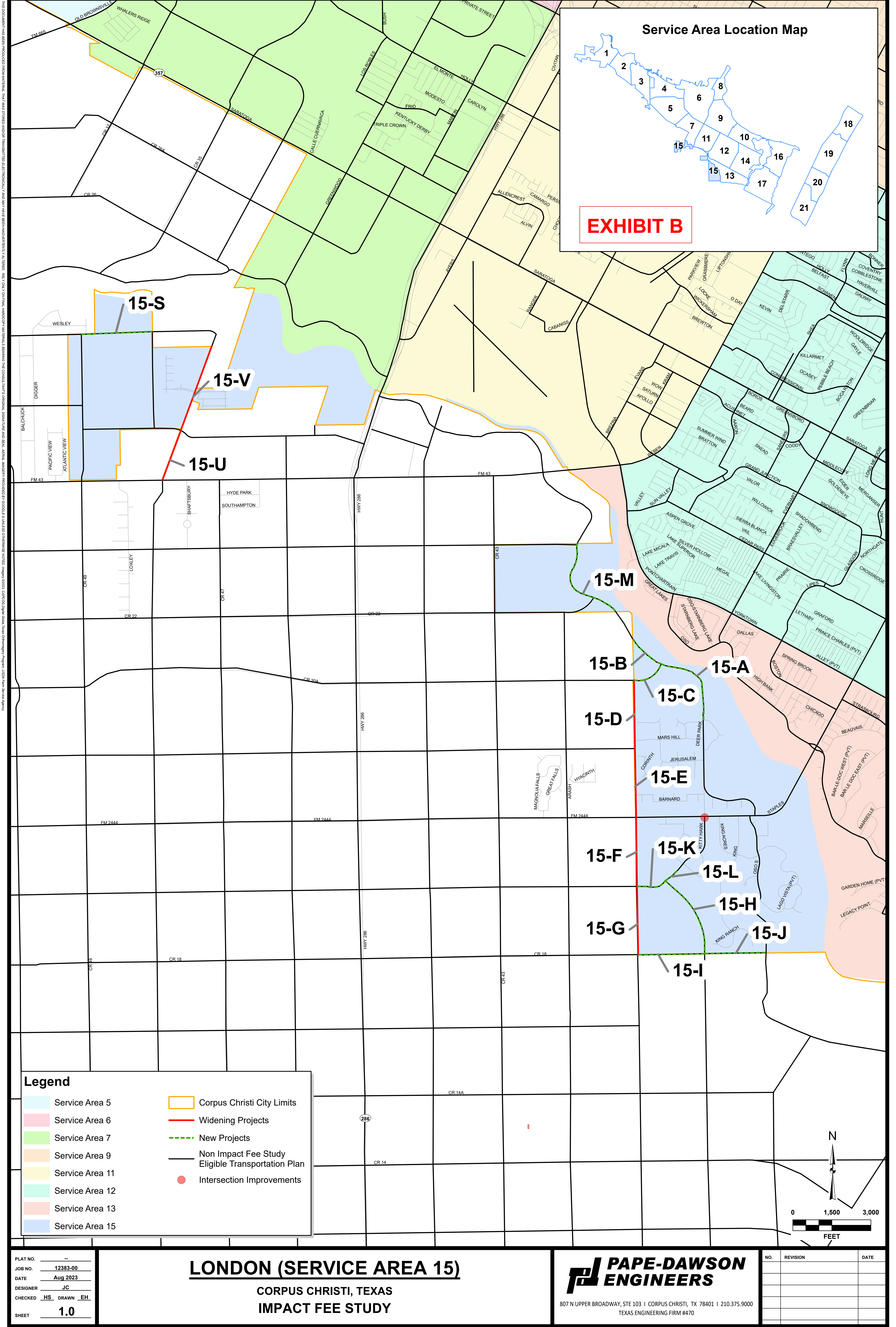
A storm water pollution prevention plan shall be incorporated into the Contractor's work plan to minimize pollution entering the storm sewers along the project (including open drainage ditches). Specific emphasis shall be made near street intersections and large drainage facilities where access to and from the work area shall be critical.

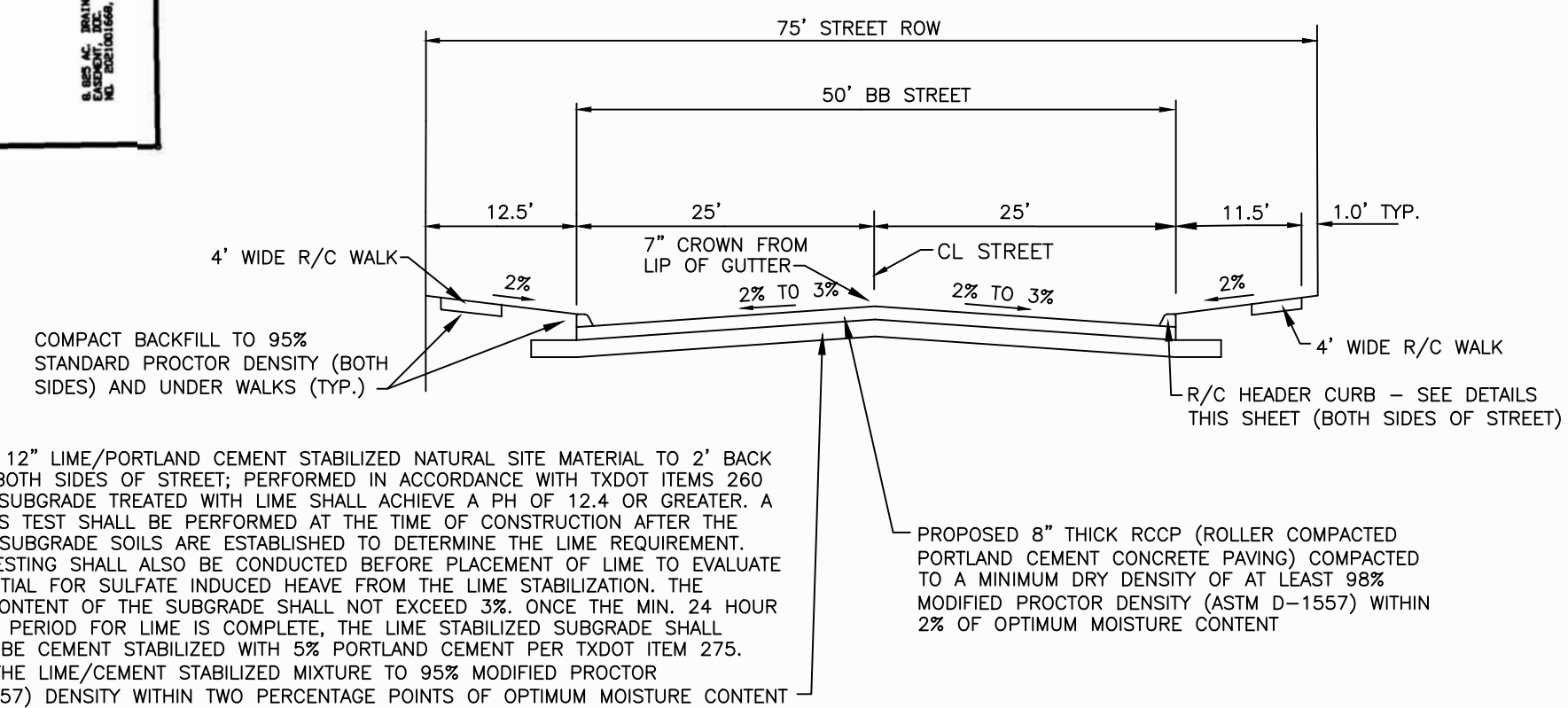
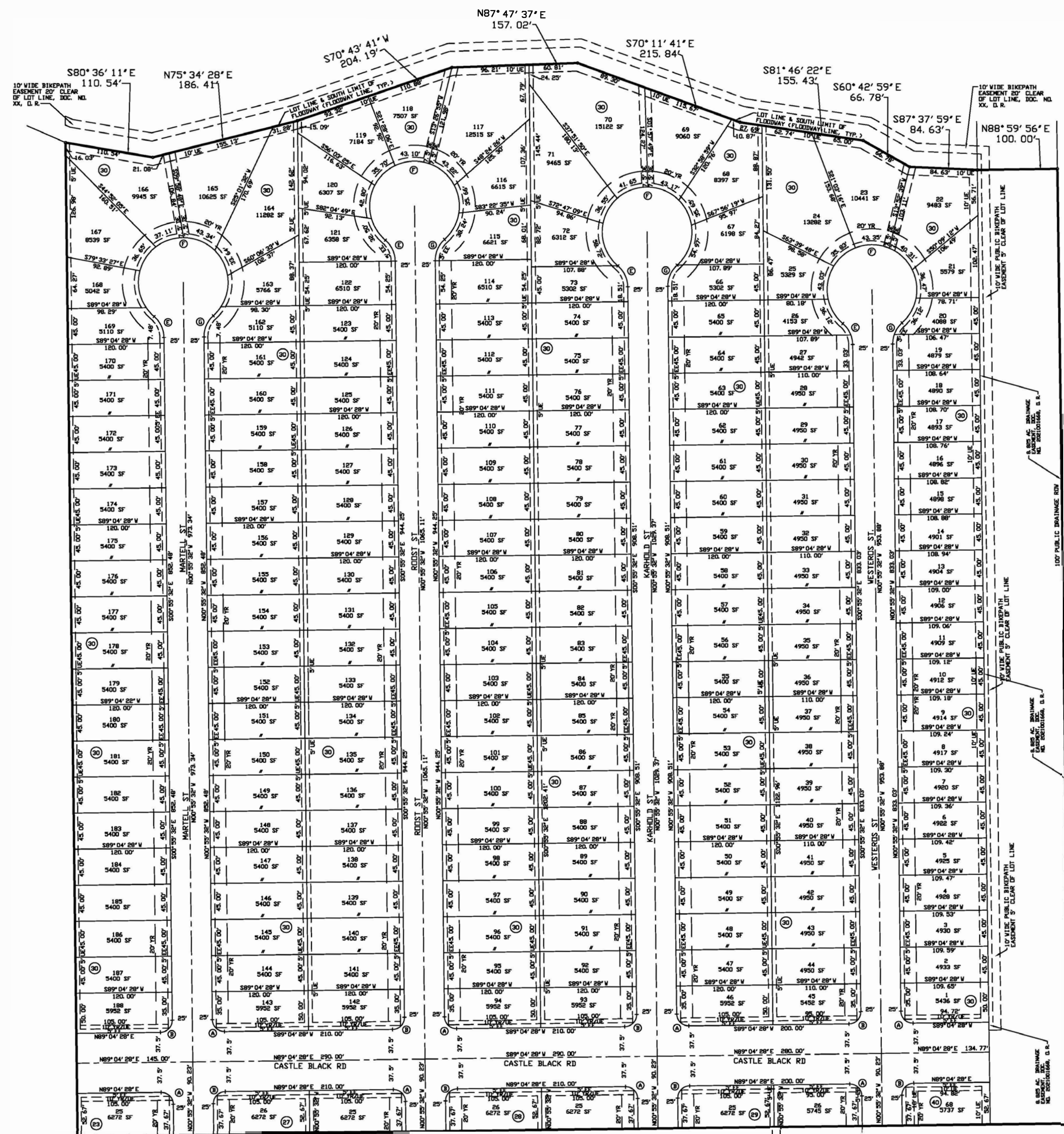
D. Erosion Control

There are no specific areas where the gravity main installation shall cause erosion of property. Therefore, no specific erosion control measures are recommended beyond the City Standard Stormwater Pollution Prevention Plan.

An aerial photograph of the Kings Landing Development. The map shows a grid of residential lots, some of which are under construction or recently completed. Two specific lots are highlighted with red rectangular boxes and labeled 'UNIT 12' and 'UNIT 13'. The surrounding area includes a large body of water (likely a reservoir or lake) on the right, a road labeled '43' at the bottom, and a road labeled '33' on the right side. The map is overlaid with a grid of white lines. The text 'KINGS LANDING DEVELOPMENT' and 'EXHIBIT A' is visible in the top left corner. The Google Earth logo and 'Image © 2025 Airbus' are in the bottom left corner. A north arrow is in the bottom right corner.

UNIT 12





TYPICAL RCCP STREET SECTION – 75' ROW
NTS

[illegible]

**KINGS LANDING UNIT 12
CORPUS CHRISTI, TX
DEVELOPMENT EXHIBIT**



TTC & ENGINEERING
CIVIL • WINDSTORM • CONSULTING
F. 10820

6837 SIR MOSES
CORPUS CHRISTI, TX 78414
1-15017

EXHIBIT 4

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

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

3054 S. Alameda St.

9/12/2025

Kings Landing Unit 12 - Cost

WATER ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	12" PVC PIPE	1140	LF	120.00	136,800.00
2	12" CROSS	4	EA	3,750.00	15,000.00
3	12" GATE VALVE WITH BOX	4	EA	5,550.00	22,200.00
4	6" GATE VALVE	8	EA	2,000.00	16,000.00
5	12" CAP W/ 2" RISER	1	EA	1,100.00	1,100.00
6	CONNECTION TO EXISTING WATERLINE	1	EA	2,500.00	2,500.00
7	FIRE HYDRANTS	2	EA	8,500.00	17,000.00

SUBTOTAL \$ 210,600.00

ENGINEERING, SURVEYING, & TESTING (11%) \$ 23,166.00

CONTINGENCY (7%) 14,742.00

BOND (2%) 4,212.00

TOTAL \$ 252,720.00

EXHIBIT 5



CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, 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". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: MPM Development, LP
STREET ADDRESS: 2301 Airline Rd Ste 209 **P.O. BOX:** 331308
CITY: Corpus Christi **STATE:** Texas **ZIP:** 78463

FIRM IS: 1. Corporation ☐ 2. Partnership ☒ 3. Sole Owner ☐
 4. Association ☐ 5. Other ☐ _____

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
Mossa (Moses) Mostaghasi	Capital Improvement Advisory Commity
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

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

Certifying Person: Mossa (Moses) Mostaghani Title: General Partner

Signature of
Certifying Person:  Date: _____

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "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.
- e. "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.
- f. "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 holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "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.