

WASTEWATER COLLECTION LINE 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 **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 master preliminary plat, approved by the Planning Commission on **October 5, 2022** to develop a tract of land, to wit: approximately **269.95** acres known as **Oso Creek Corner located in Flour Bluff and Encinal Farm and Garden Tracts** 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 ("Wastewater Collection Line Extension");

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

WHEREAS, it is to the best interest of the City that the Wastewater Improvements 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 certain 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 for installing the Wastewater Collection Line Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

WHEREAS, the Wastewater Collection Line Trust Fund does not currently have sufficient funds to fully reimburse Developer/Owner for Wastewater Improvements; and

WHEREAS, Developer/Owner may be paid when assets of the Wastewater Collection Line Trust Fund are sufficient, authorized for such purpose, and Developer/Owner has priority per UDC §8.5.2. E.

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 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.

b. The Wastewater Sanitary Sewer Trunk Line Trust Fund was established by Ordinance No. 17396 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 Wastewater Sanitary Sewer Trunk Line 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 Wastewater Sanitary Sewer Trunk Line Trust Fund. The City is not liable for modification or termination of the Wastewater Sanitary Sewer Trunk Line Trust Fund. The Developer/Owner agrees that any modification or termination of the Wastewater Sanitary Sewer Trunk Line 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 Wastewater 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:

Oso Corner Unit 3 - Cost					
SEWER ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	12" SANITARY SEWER	1300	LF	\$150.00	\$195,000.00
2	4' DIA. MANHOLES	3	EA	\$20,000.00	\$60,000.00
3	DE-WATERING FOR SANITARY SEWER	1300	LF	\$80.00	\$104,000.00
4	EMBEDMENT	1300	LF	\$10.00	\$13,000.00
5	TRENCH SAFETY	1300	LF	\$5.00	\$6,500.00
SUBTOTAL					\$378,500.00
ENGINEERING, SURVEYING, & TESTING (11%)					\$41,635.00
CONTINGENCY (7%)					\$26,495.00
BOND (2%)					\$7,570.00
TOTAL					\$454,200.00
REIMBURSEMENT AMOUNT IS EQUAL TO 50% OF THE TOTAL COST					\$227,100.00

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

3. REIMBURSEMENT.

- a. The cost for the Wastewater Improvements is \$454,200.00, however, 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 Improvements up to an amount not to exceed 50% of the construction cost for a total Trust Fund Reimbursement of \$227,100.00 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 Wastewater Collection Line Trust Fund per the UDC and this agreement, 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 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.

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 Wastewater Collection Line Trust Fund, that

reimbursement will not be made until such funds are available, appropriated, and Developer/Owner has priority per UDC §8.5.2. Pursuant UDC §8.5.2. E., 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 Wastewater Collection Line Trust Fund. Payments may be made when monies are available in and appropriated from the Wastewater Collection Line Trust Fund and the Developer/Owner has priority in accordance with UDC §8.5.2. E.
- c. If the developer is owed funds from the Wastewater Collection Line Trust Fund, the developer will be given credit for lot or acreage fees that are due on subsequent final plats filed with the County Clerk in accordance with UDC §8.5.2. E. The amounts credited will be deducted from the outstanding amounts owed to the developer by the Wastewater Collection Line Trust Fund until the total amount owed has been paid, provided that the lands being platted are within or contiguous to the boundaries of the preliminary plat of the originally developed property, the land will be served by the wastewater collection line for which the credit was given, and an extension of the collection line was not required to serve the land.

5. **DEVELOPER/OWNER TO COMPLETE IMPROVEMENTS.** Developer/Owner shall award a contract and complete the Wastewater 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 78401

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.

7. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Wastewater 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 Wastewater Improvements, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Wastewater Improvements. 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.

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 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.

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 Wastewater Improvements under the approved plans and specifications.

e. Developer/Owner's contractor fails to complete construction of the Wastewater Improvements, under the approved plans and specifications as provided in section 4 of this agreement.

f. Either the City or the 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 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 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 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.

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; 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.

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 Wastewater Improvements, contracts for testing services, and contracts with the contractor for the construction of the Wastewater 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 WASTEWATER IMPROVEMENTS. Upon completion of the construction, dedication of Wastewater Improvements will be subject to City inspection and approval.

18. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Wastewater 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 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 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 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.**

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 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.

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

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

ATTEST:

Rebecca Huerta
City Secretary

CITY OF CORPUS CHRISTI

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 78401

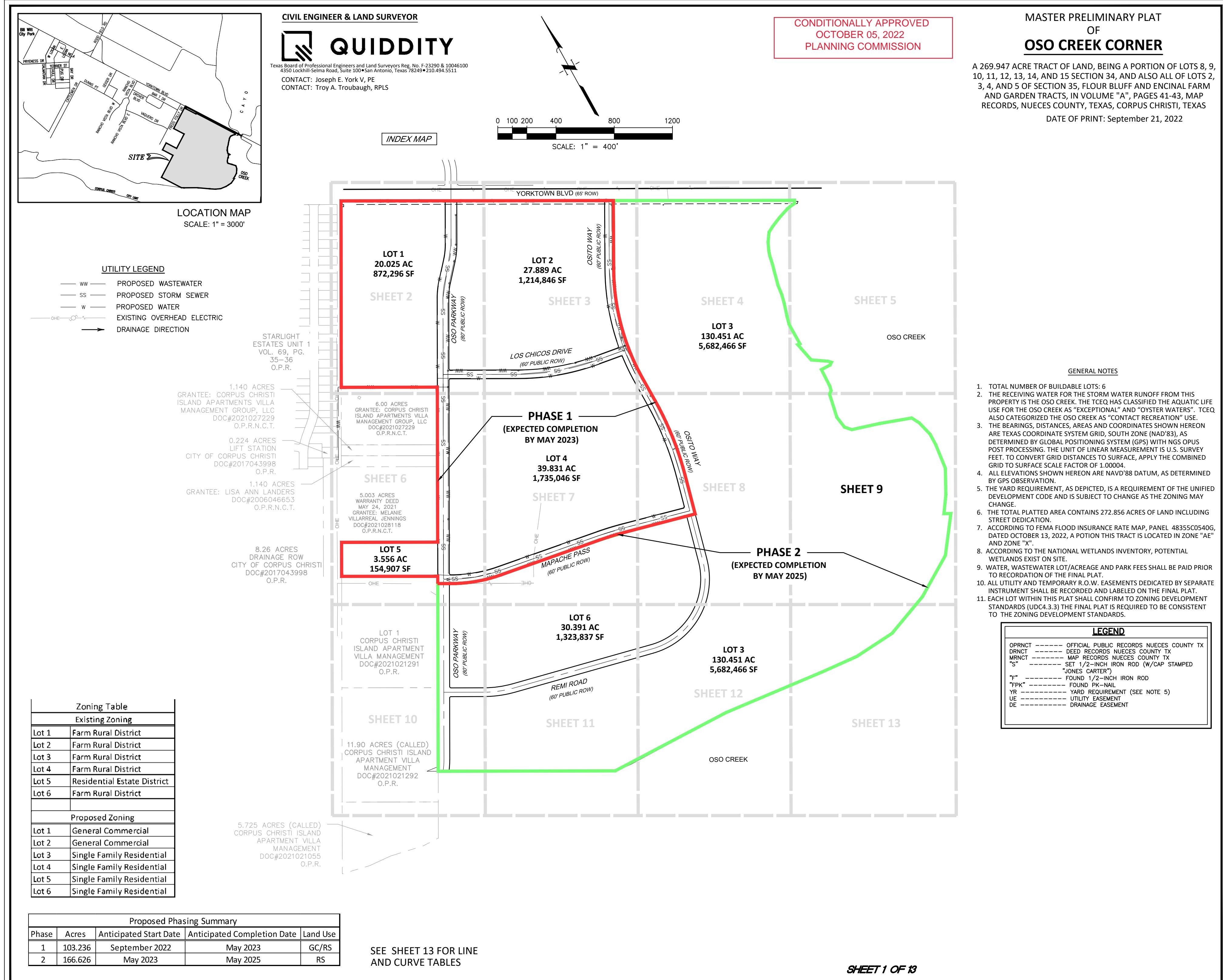
By: _____
Moses Mostaghasi
General Partner

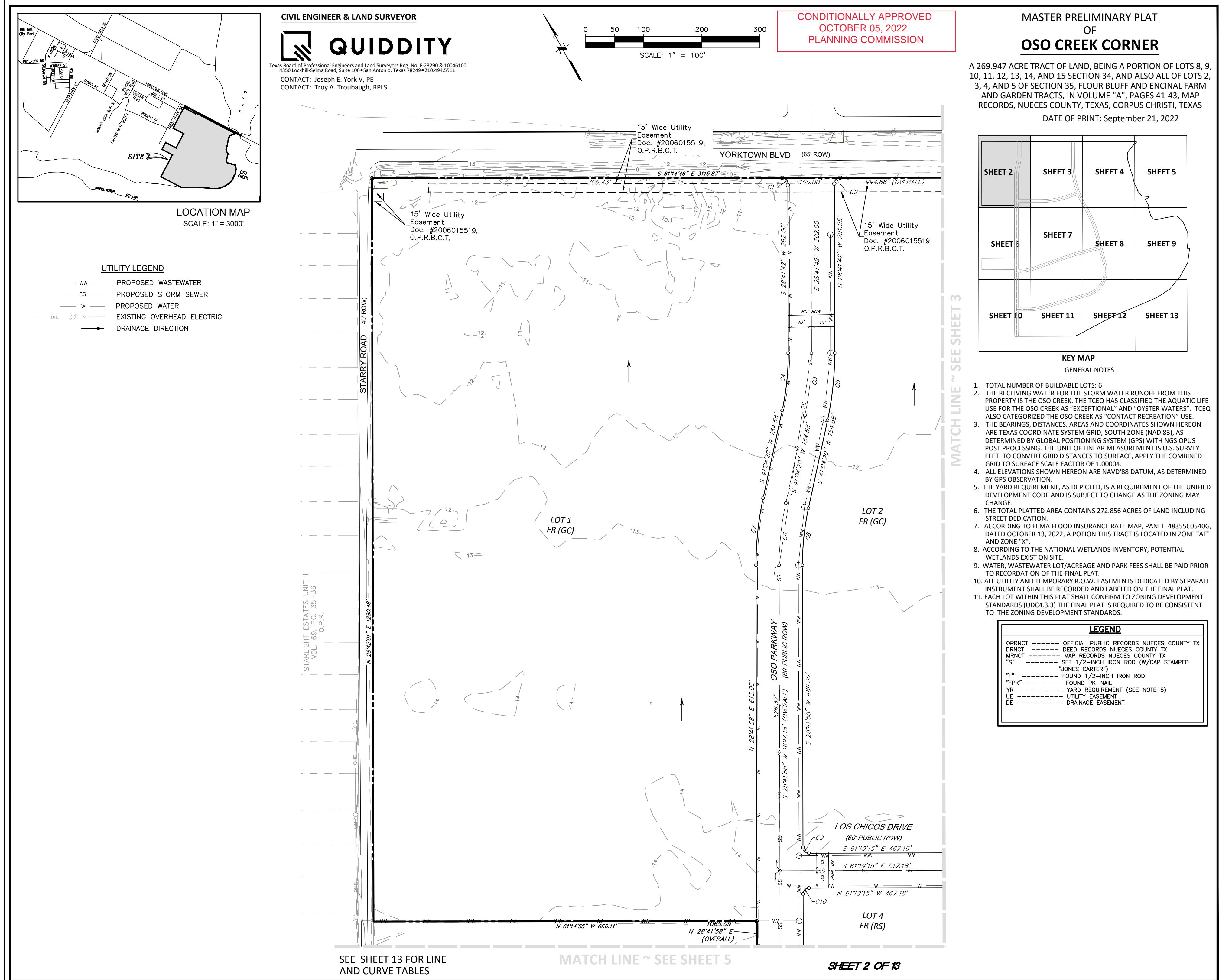
STATE OF TEXAS §
COUNTY OF _____ §

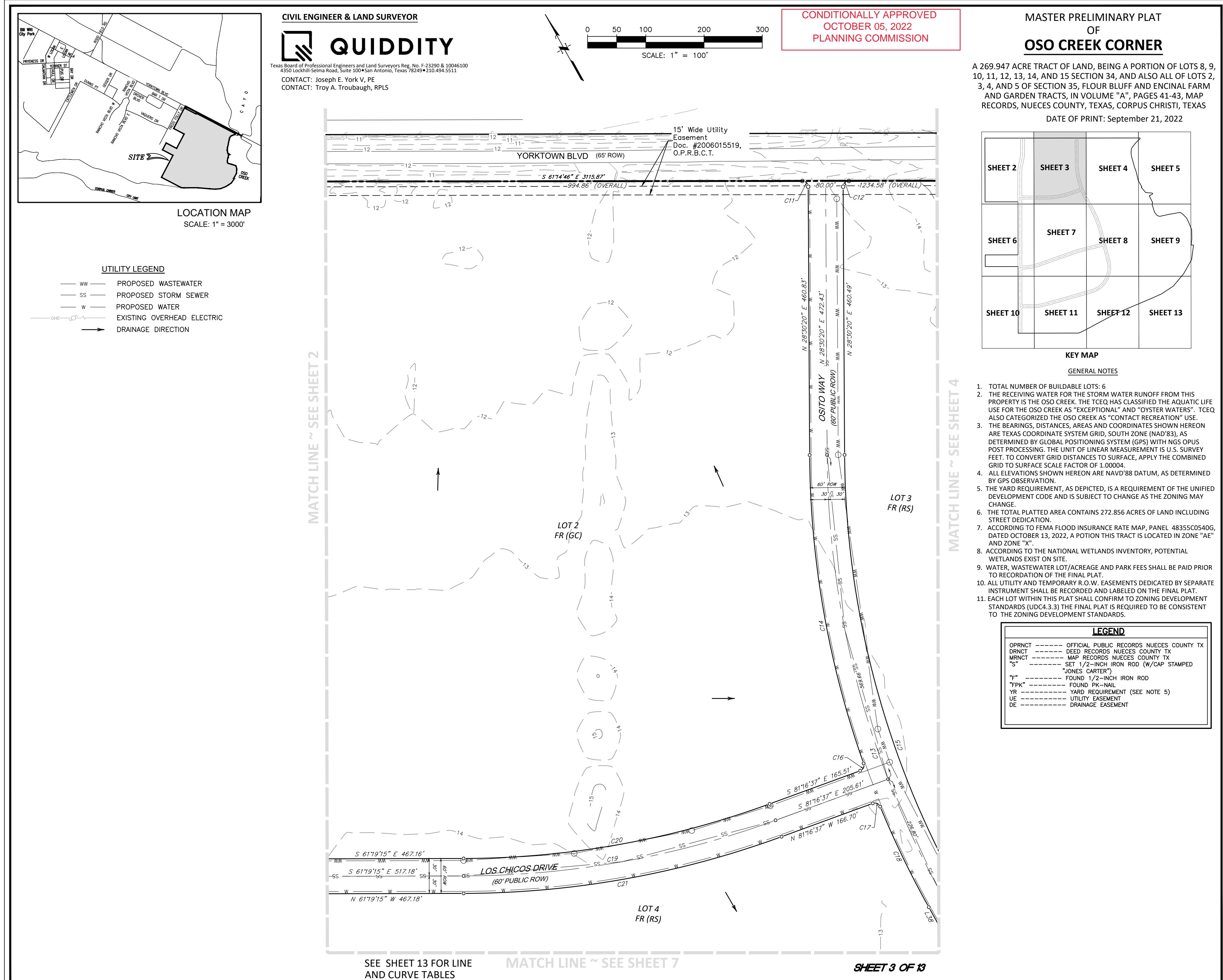
This instrument was acknowledged before me on _____, 20____, by
Moses Mostaghasi, General Partner of MPM Development, LP, a General Partner, on behalf
of said corporation.

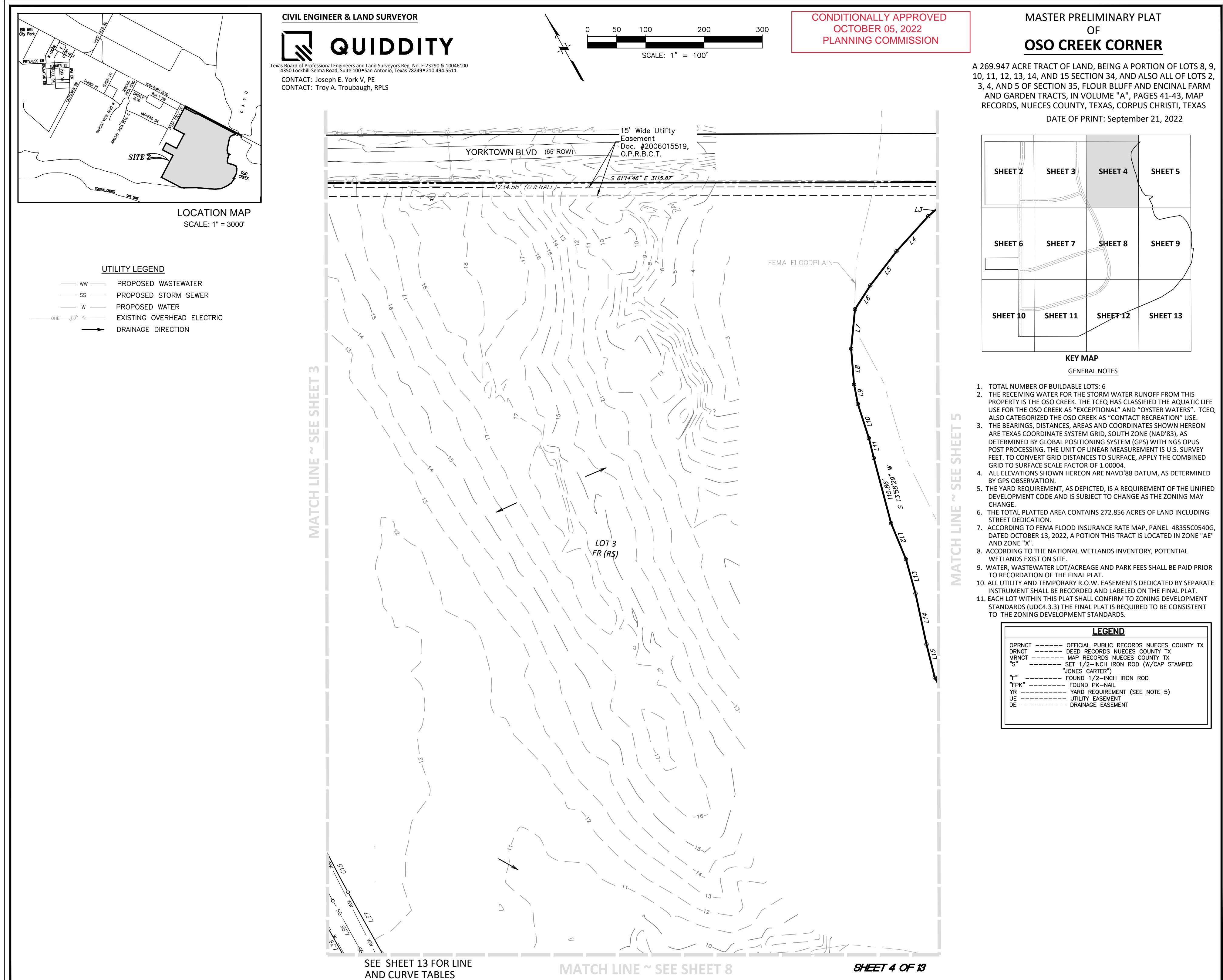
Notary Public's Signature

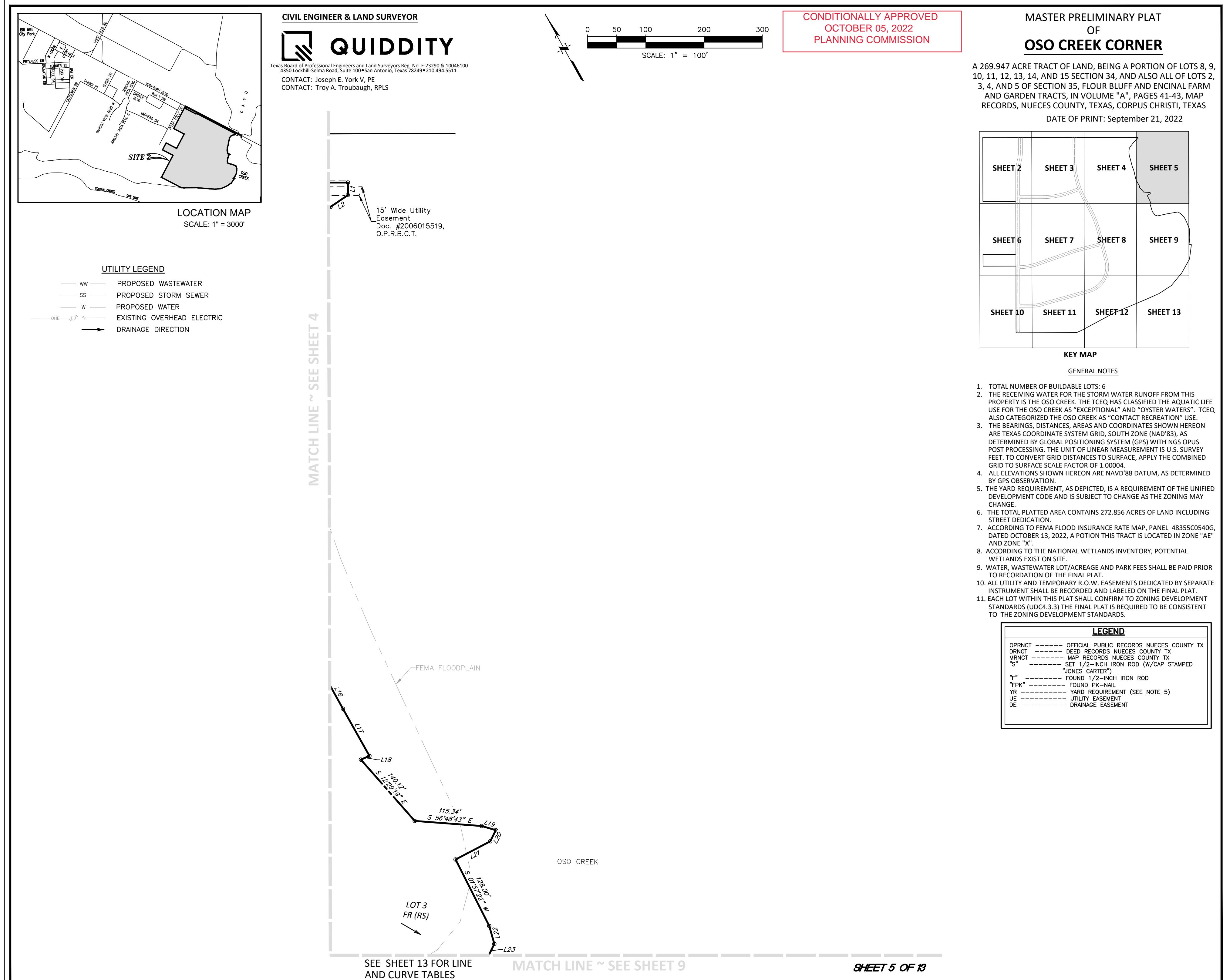
EXHIBIT 1

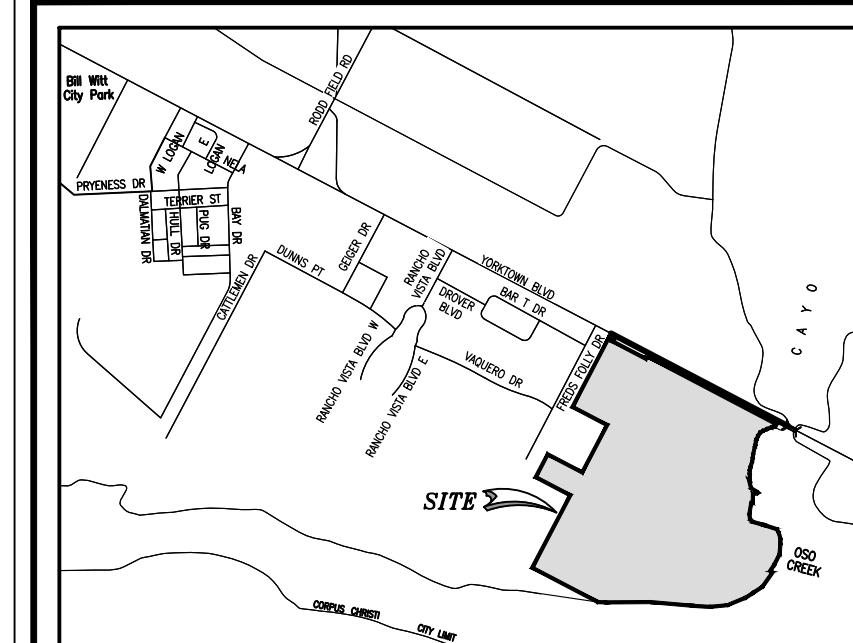












CIVIL ENGINEER & LAND SURVEYOR



QUIDDITY

exas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 & 10046100
4350 Lockhill-Selma Road, Suite 100•San Antonio, Texas 78249•210.494.5511

CONTACT: Joseph E. York V, PE
CONTACT: Troy A. Troubaugh, RPLS

LOCATION MAP

SCALE: 1" = 300'

UTILITY LEGEND

— WW — PROPOSED WASTEWATER
— SS — PROPOSED STORM SEWER
— W — PROPOSED WATER
— OHE — EXISTING OVERHEAD ELECTRIC
→ DRAINAGE DIRECTION

0.224 A
LIFT STA
OF CORPUS CH
DOC#201704

8.26 ACRES
DRAINAGE ROW
CITY OF COPPIUS CHRISTI

OCTOBER 05, 2022
PLANNING COMMISSION

11. **What is the primary purpose of the `get` method in the `HttpURLConnection` class?**

MASTER PRELIMINARY PLAT
OF
OSO CREEK CORNER

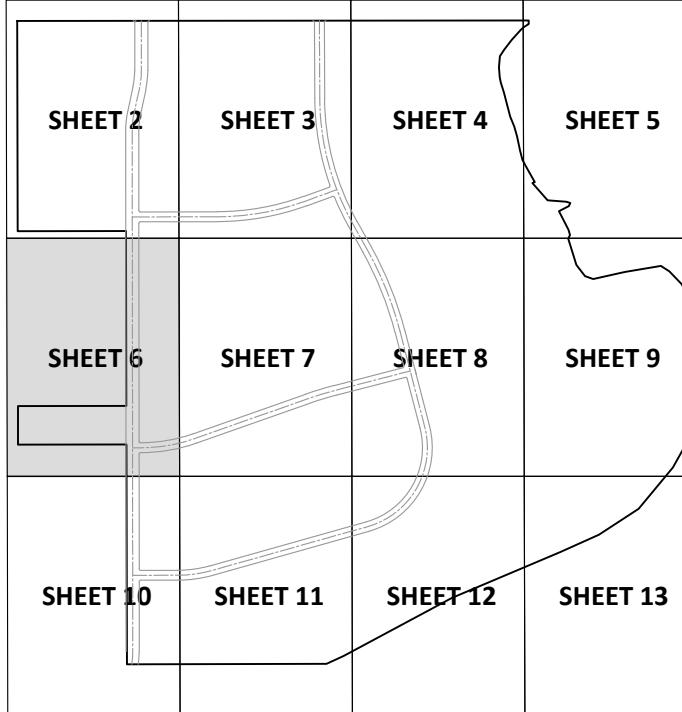
A 269.947 ACRE TRACT OF LAND, BEING A PORTION OF LOTS 8, 9, 10, 11, 12, 13, 14, AND 15 SECTION 34, AND ALSO ALL OF LOTS 2, 3, 4, AND 5 OF SECTION 35, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, IN VOLUME "A", PAGES 41-43, MAP RECORDS, NUECES COUNTY, TEXAS, CORPUS CHRISTI, TEXAS

DATE OF PRINT: September 21, 2022

MATCH LINE ~ SEE SHEET 10

SEE SHEET 13 FOR LINE
AND CURVE TABLES

SHEET 6 OF 13



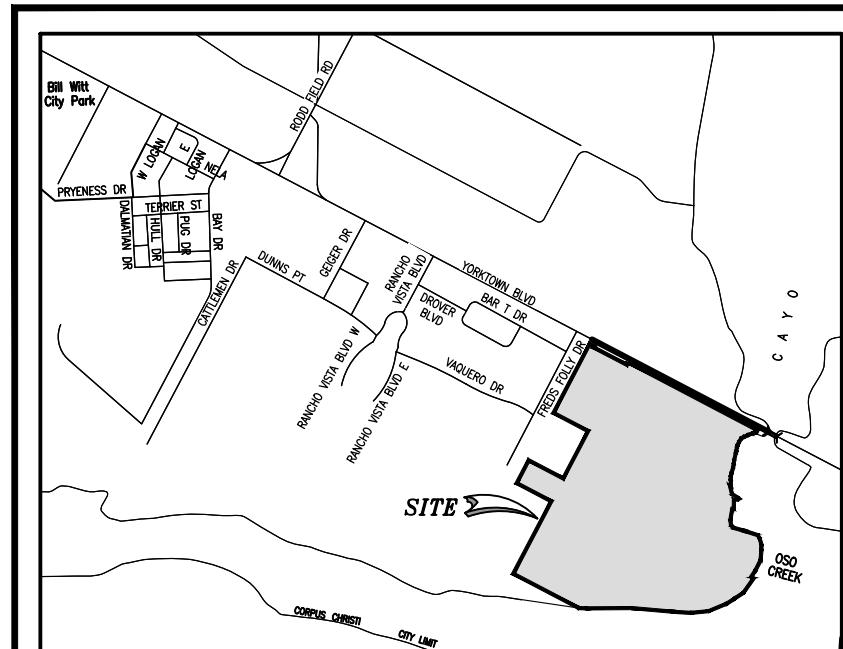
KEY MAP

GENERAL NOTES

1. TOTAL NUMBER OF BUILDABLE LOTS: 6
2. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEQ ALSO CATEGORIZED THE OSO CREEK AS "CONTACT RECREATION" USE.
3. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM GRID, SOUTH ZONE (NAD'83), AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS) WITH NGS OPUS POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. TO CONVERT GRID DISTANCES TO SURFACE, APPLY THE COMBINED GRID TO SURFACE SCALE FACTOR OF 1.00004.
4. ALL ELEVATIONS SHOWN HEREON ARE NAVD'88 DATUM, AS DETERMINED BY GPS OBSERVATION.
5. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
6. THE TOTAL PLATTED AREA CONTAINS 272.856 ACRES OF LAND INCLUDING STREET DEDICATION.
7. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, PANEL 48355C0540G, DATED OCTOBER 13, 2022, A PORTION THIS TRACT IS LOCATED IN ZONE "AE" AND ZONE "X".
8. ACCORDING TO THE NATIONAL WETLANDS INVENTORY, POTENTIAL WETLANDS EXIST ON SITE.
9. WATER, WASTEWATER LOT/ACREAGE AND PARK FEES SHALL BE PAID PRIOR TO RECORDATION OF THE FINAL PLAT.
10. ALL UTILITY AND TEMPORARY R.O.W. EASEMENTS DEDICATED BY SEPARATE INSTRUMENT SHALL BE RECORDED AND LABELED ON THE FINAL PLAT.
11. EACH LOT WITHIN THIS PLAT SHALL CONFIRM TO ZONING DEVELOPMENT STANDARDS (UDC4.3.3) THE FINAL PLAT IS REQUIRED TO BE CONSISTENT TO THE ZONING DEVELOPMENT STANDARDS.

LEGEND

OPRNCT ----- OFFICIAL PUBLIC RECORDS NUECES COUNTY TX
DRNCT ----- DEED RECORDS NUECES COUNTY TX
MRNCT ----- MAP RECORDS NUECES COUNTY TX
"S" ----- SET 1/2-INCH IRON ROD (W/CAP STAMPED
"JONES CARTER")
"F" ----- FOUND 1/2-INCH IRON ROD
"FPK" ----- FOUND PK-NAIL
YR ----- YARD REQUIREMENT (SEE NOTE 5)
UE ----- UTILITY EASEMENT
DE ----- DRAINAGE EASEMENT



CIVIL ENGINEER & LAND SURVEYOR



QUIDDITY

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CONTACT: Joseph E. York V, PE
CONTACT: Troy A. Troubaugh, RPLS

CONDITIONALLY APPROVED
OCTOBER 05, 2022
PLANNING COMMISSION

SCALE: 1" = 100'

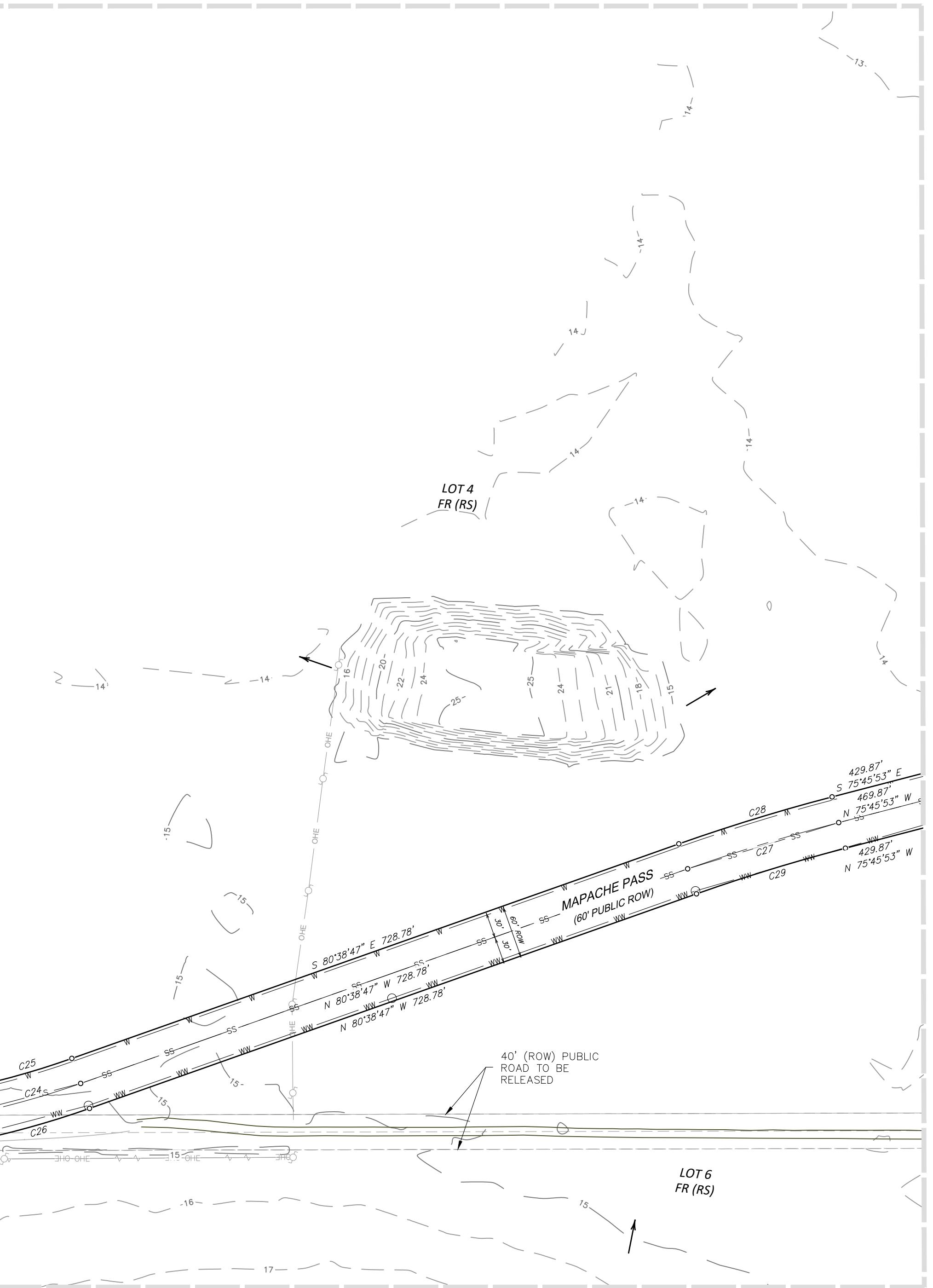
MATCH LINE ~ SEE SHEET 3

LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

- WW PROPOSED WASTEWATER
- SS PROPOSED STORM SEWER
- W PROPOSED WATER
- OHE EXISTING OVERHEAD ELECTRIC
- DRAINAGE DIRECTION

MATCH LINE ~ SEE SHEET 6



SEE SHEET 13 FOR LINE
AND CURVE TABLES

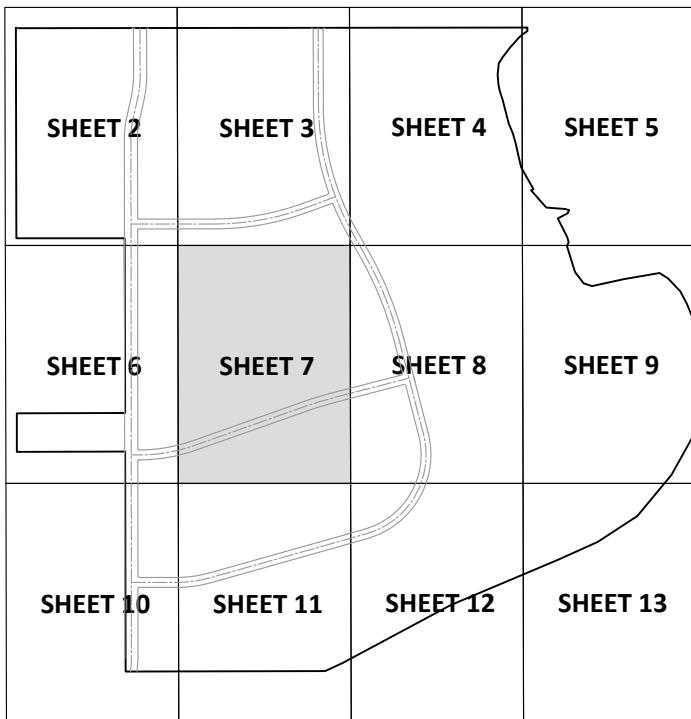
MATCH LINE ~ SEE SHEET 11

SHEET 7 OF 13

MASTER PRELIMINARY PLAT
OF
OSO CREEK CORNER

A 269.947 ACRE TRACT OF LAND, BEING A PORTION OF LOTS 8, 9, 10, 11, 12, 13, 14, AND 15 SECTION 34, AND ALSO ALL OF LOTS 2, 3, 4, AND 5 OF SECTION 35, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, IN VOLUME "A", PAGES 41-43, MAP RECORDS, NUECES COUNTY, TEXAS, CORPUS CHRISTI, TEXAS

DATE OF PRINT: September 21, 2022



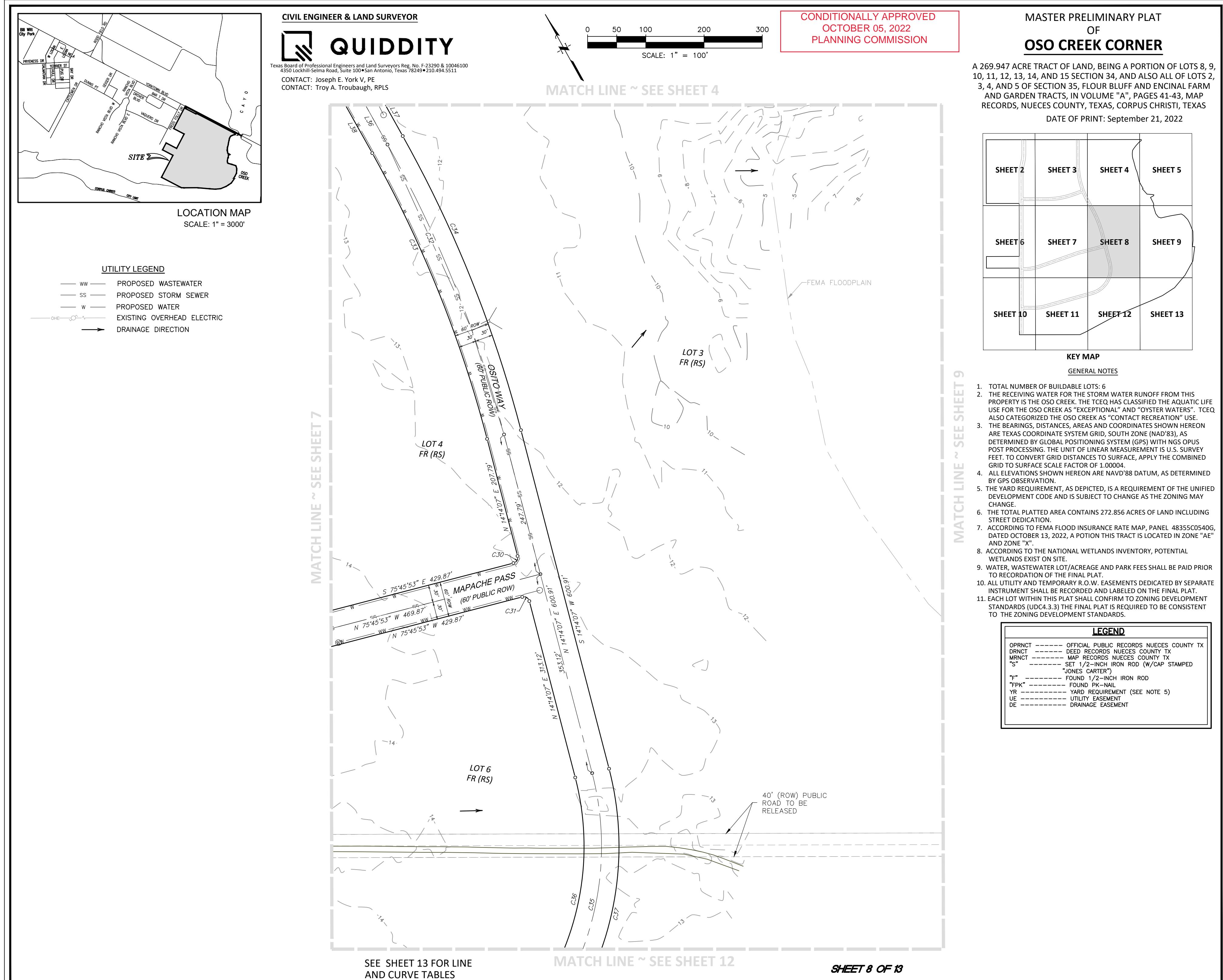
KEY MAP

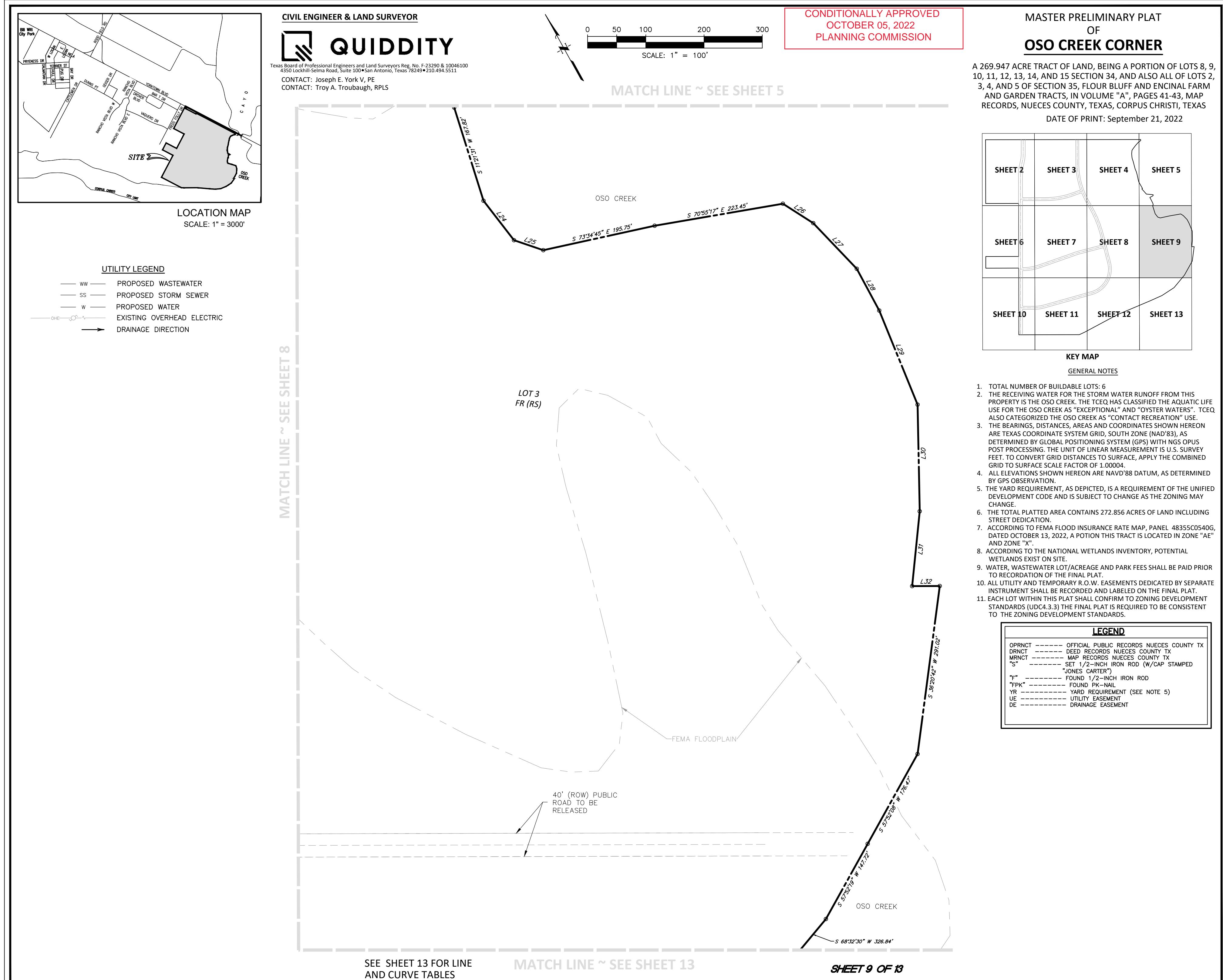
GENERAL NOTES

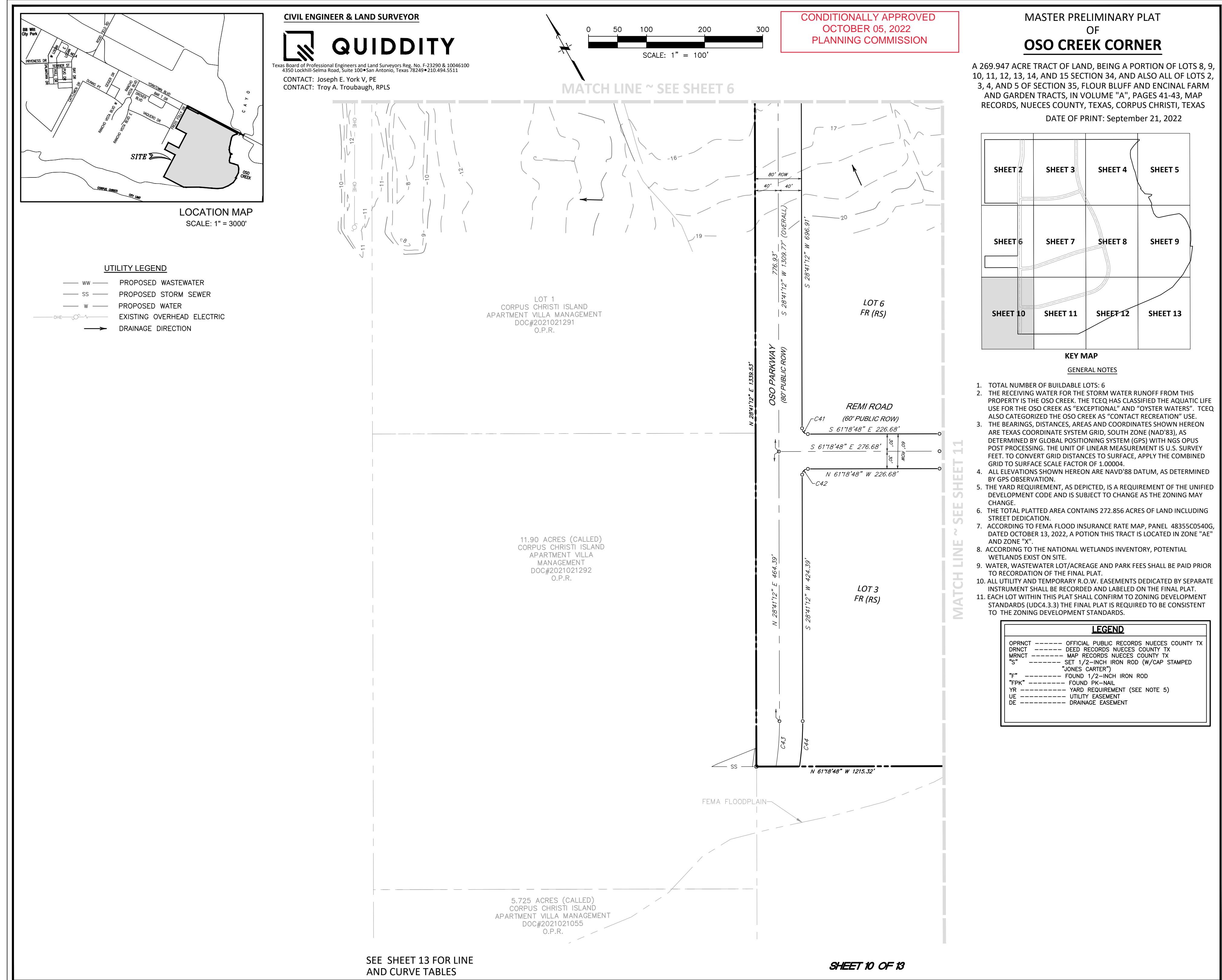
1. TOTAL NUMBER OF BUILDABLE LOTS: 6
2. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEQ ALSO CATEGORIZED THE OSO CREEK AS "CONTACT RECREATION" USE.
3. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM GRID, SOUTH ZONE (NAD'83), AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS) WITH NGS OPUS POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. TO CONVERT GRID DISTANCES TO SURFACE, APPLY THE COMBINED GRID TO SURFACE SCALE FACTOR OF 1.00004.
4. ALL ELEVATIONS SHOWN HEREON ARE NAVD'88 DATUM, AS DETERMINED BY GPS OBSERVATION.
5. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
6. THE TOTAL PLATTED AREA CONTAINS 272.856 ACRES OF LAND INCLUDING STREET DEDICATION.
7. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, PANEL 48355C0540G, DATED OCTOBER 13, 2022, A PORTION THIS TRACT IS LOCATED IN ZONE "AE" AND ZONE "X".
8. ACCORDING TO THE NATIONAL WETLANDS INVENTORY, POTENTIAL WETLANDS EXIST ON SITE.
9. WATER, WASTEWATER LOT/ACREAGE AND PARK FEES SHALL BE PAID PRIOR TO RECORDATION OF THE FINAL PLAT.
10. ALL UTILITY AND TEMPORARY R.O.W. EASEMENTS DEDICATED BY SEPARATE INSTRUMENT SHALL BE RECORDED AND LABELED ON THE FINAL PLAT.
11. EACH LOT WITHIN THIS PLAT SHALL CONFIRM TO ZONING DEVELOPMENT STANDARDS (UDC4.3.3) THE FINAL PLAT IS REQUIRED TO BE CONSISTENT TO THE ZONING DEVELOPMENT STANDARDS.

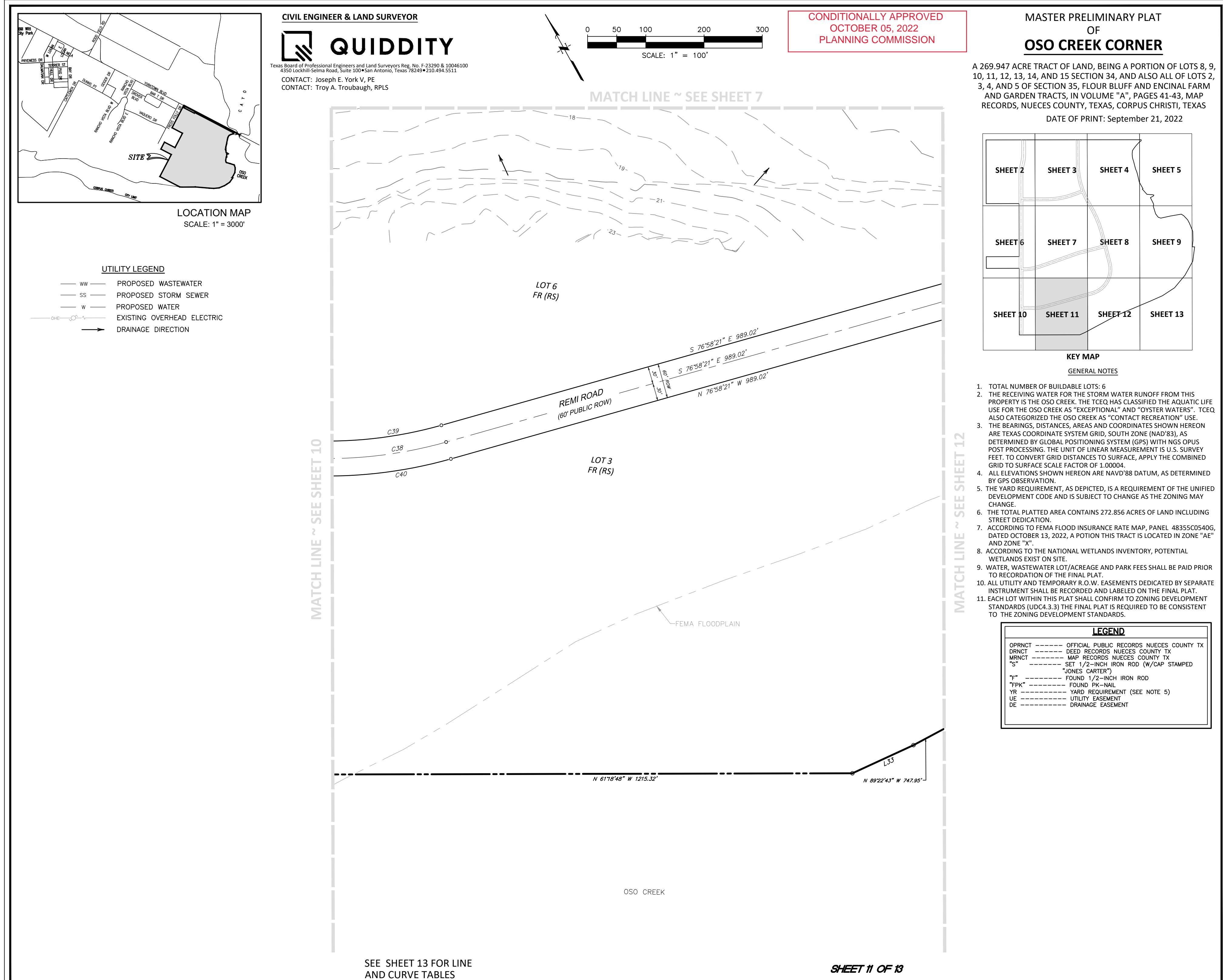
LEGEND

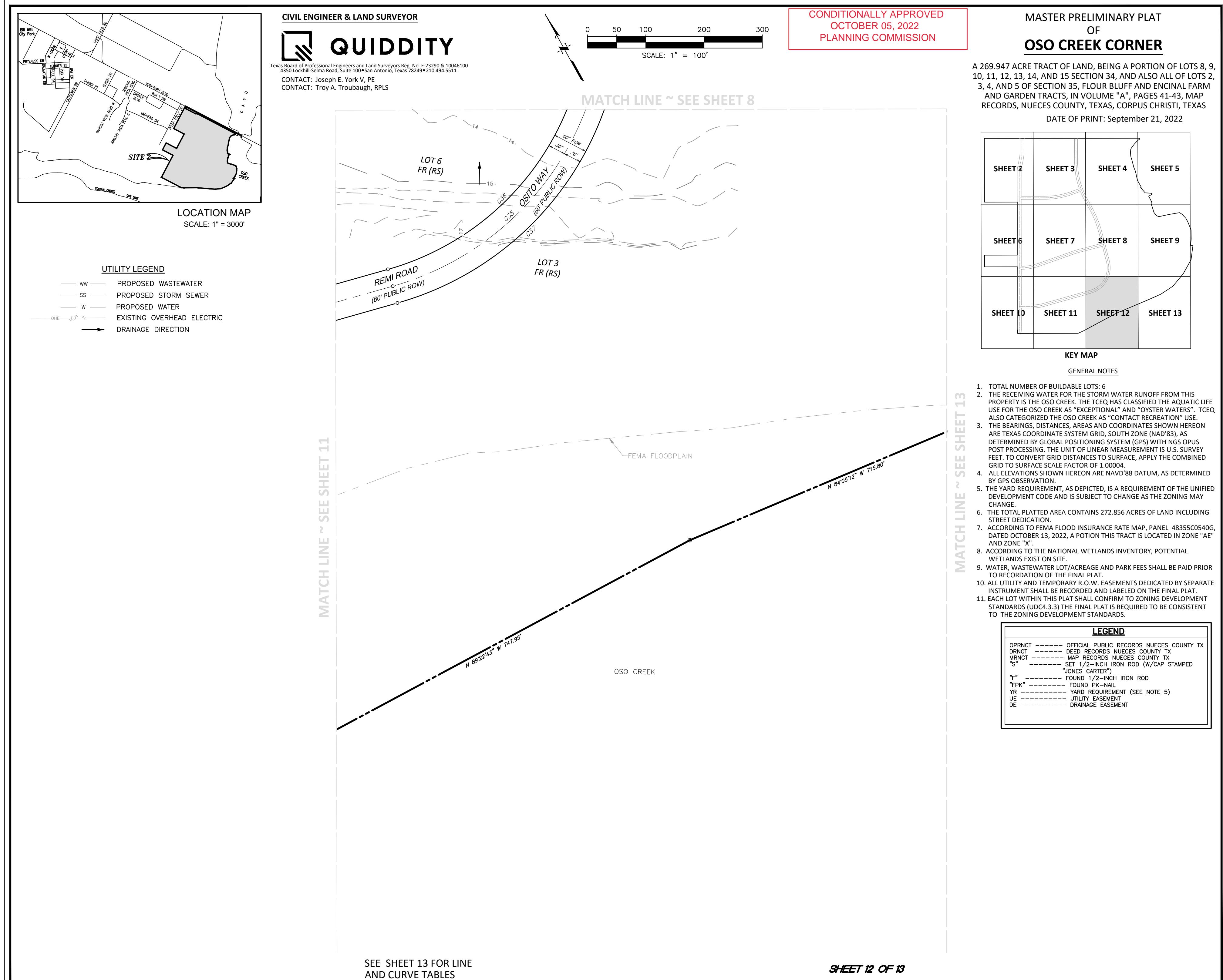
OPRNCI ----- OFFICIAL PUBLIC RECORDS NUECES COUNTY TX
DRNCT ----- DEED RECORDS NUECES COUNTY TX
MRNCT ----- MAP RECORDS NUECES COUNTY TX
"S" ----- SET 1/2-INCH IRON ROD (W/CAP STAMPED
"JONES CARTER")
"F" ----- FOUND 1/2-INCH IRON ROD
"PK" ----- FOUND PK-NAIL
YR ----- YARD REQUIREMENT (SEE NOTE 5)
UE ----- UTILITY EASEMENT
DE ----- DRAINAGE EASEMENT











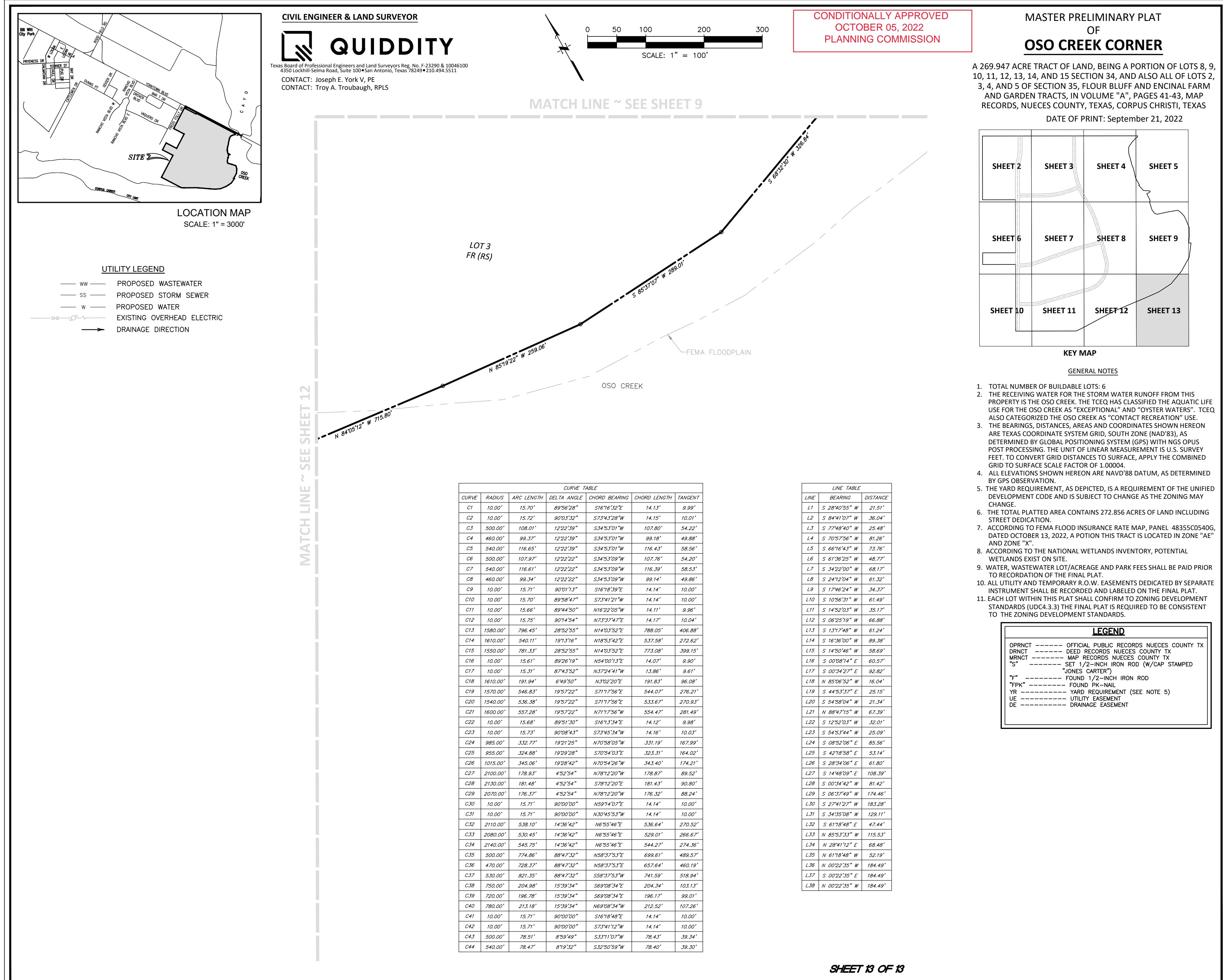


EXHIBIT 2



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: Oso Creek Corner Unit 3

Public Improvements Deferred: Waste Water Reimbursement

Approved Public Improvement Plans: Y N

Cost Estimate for Deferred Public Improvements: \$ 227,100.00

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

Contact Information

Name: Mossa (Moses) Mostaghasi

E-mail address: mothepro99@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 IMPROVEMENTS TO SERVE
OSO CORNER UNIT 3**

DESIGN MEMORANDUM

AUGUST 2025

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

Prepared by: Gabriel Hinojosa, P.E.



Table of Contents

EXECUTIVE SUMMARY

SECTION I Introduction

SECTION II Proposed Improvements

SECTION III Roadway Alignment

SECTION IV Gravity Sewer Alignment

SECTION V Waterline Alignment

SECTION VI Roadway Design

SECTION VII Utility Design

SECTION VIII Work Plan

SECTION IX Construction Requirements

EXHIBITS:

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

Executive Summary

The following is the Executive Summary for the plan submission for the Oso Corner Unit 3 Roadway, Sanitary Sewer and Water Improvements. This project involves the construction of a section of Oso Parkway, gravity sanitary sewer pipes, manholes and waterline.

There is a proposed single family residential development located approximately 2,600 feet south of Yorktown Blvd. (See Site Location). Currently there is a section of Oso Parkway that was constructed as part of the initial development of the area. Our intention is to continue Oso Parkway per the master plan south through the proposed development.

The proposed development includes approximately 81 acres of single-family residential homes with approximately 424 lots to be built in phases.

The design of the roadway will follow criteria established by the Infrastructure Design Manual (IDM). 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 Oso Parkway will be within a 60' right-of way and contain a 40-foot back of curb to back of curb concrete road section. It will also contain a 5' sidewalk on one side and an 8' sidewalk on the other.

The design of the gravity line will follow criteria established by TCEQ in TAC 30 Chapter 217 and IDM. Material for the gravity main line will be PVC (Green, C-900, DR 26). Pipe embedment and trench backfill will conform to applicable City of Corpus Christi standards.

The proposed gravity sanitary sewer will start at a manhole 2,600 feet south of Yorktown Blvd. and will extend from that point south. The proposed line will be installed along the proposed section of Oso Parkway. The proposed project will include approximately 1,300 linear feet of 12-inch diameter gravity sanitary sewer and 4 feet diameter manholes at required depths to be built at maximum depths.

Along with the sanitary sewer line, a water line needs to be installed to serve the proposed development. The proposed waterline will start at a stub-out 2,600 feet south of Yorktown Blvd. The total length for the 12-inch waterline installation is 1,300 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. See Exhibit D for connection to Oso Corner Units 1&2.

SECTION I - Introduction

A. Purpose

The purpose of this project is to construct a section of Oso Parkway, water and sanitary sewer infrastructure to serve the proposed development. The proposed infrastructure includes a concrete street section roadway, drainage infrastructure, waterlines, sanitary sewer lines and sidewalks.

There is a proposed development for a tract of land, project name Oso Corner Unit 3 just south of Yorktown Boulevard. Currently there is a section of Oso Parkway constructed from Yorktown Blvd. to the south ending at Mapache Pass. This section is approximately 2650' long.

There currently is an adopted Roadway Master Plan for this area (City of Corpus Christi Roadway Master Plan, Southside 4, Service Area 13). As part of the master plan there is a proposed parkway section. As part of the proposed improvements, a segment of the parkway will be constructed. The parkway section will begin at Mapache Pass and extend south approximately 1,330 feet.

The proposed gravity sanitary sewer will start at a manhole 2,600 feet south of Yorktown Blvd. and will extend from that point south. The proposed line will be installed along the proposed section of Oso Parkway. The proposed project will include approximately 1,300 linear feet of 12-inch diameter gravity sanitary sewer and 4 feet diameter manholes at required depths to be built at maximum depths.

The proposed waterline will start at a stub-out 2,600 feet south of Yorktown Blvd from a previously constructed 12" waterline along the existing section of Oso Parkway. The total length for the 12-inch waterline installation is 1,300 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 Oso Parkway to the west including intersections at Rodd Field Rd. and Cimarron Blvd.

SECTION II – Proposed Improvements

A. Oso Parkway Roadway

1. 60' Right of Way
2. 40' Back to Back Concrete Pavement Section
 - 6.5" Thick Concrete Pavement
 - 8" Lime/Cement Stabilized subgrade
 - Curb and Gutter
3. Drainage Infrastructure
4. 5' and 8' wide Sidewalk sections

B. Gravity Sanitary Sewer

1. 12-inch diameter PVC pipes to be installed at maximum depths.
2. Manholes
Manholes for this project will be spaced at a maximum of 500 feet apart per TCEQ Chapter 217 requirements. All the manholes will be 4 feet in diameter. Manholes will be fiberglass with wall thickness and construction to conform to City of Corpus Wastewater Standard Details and Specifications.

C. 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 Mapache Pass and continue south along the same bearing for approximately 1,330 feet.

SECTION IV - Gravity Sanitary Sewer Alignment

A topographic survey will be conducted to identify existing conditions, utilities, and other possible obstructions.

Gravity Sanitary Sewer

A. Locations and Alignment for Proposed Sewer Lines

The proposed gravity sanitary sewer will start at an upstream point approximately 2,600 feet south of Yorktown Blvd. and will extend from that point south. This line will be installed inside the right of way on the east side of Oso Parkway. See Exhibit D for overall water & sanitary sewer layout.

B. Crossings

The future sanitary sewer gravity main will cross the following:

Utilities

a. Water:

A preliminary investigation indicates that there will be a crossing of proposed water 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 gravity main.

c. Telephone and Fiberoptics:

It does not appear that there will be any crossing of telephone or fiber optic 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 V – Water Line Alignment

A. Locations and Alignment for Proposed Water Lines

The proposed waterline will start at a point approximately 2,600 feet south of Yorktown Blvd. and will extend from that point south. This line will be installed inside the right of way on the west side of Oso Parkway. See exhibit E for overall water & sanitary sewer layout.

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 fiber optic 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 VI – 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 Sanitary Sewer

1. Service Area

The proposed sanitary sewer system is designed to serve approximately 81 acres of land that includes multi-family, single-family, schools and commercial. There will be approximately 424 lots for the entire proposed development. See Exhibit C for a map of the area that the proposed sanitary sewer line will serve.

2. Design Flow

The flow for this area has already been calculated in the Oso Wastewater Treatment Plant Master Plan. The proposed development is in accordance with the Future Land Use Plan that the Master Plan used to calculate flows. Therefore, we propose to build the extension of the collection line per the master plan size and depth required.

B. Design Flow for Water Line

1. Service Area

The proposed water system is designed to serve approximately 81 acres of land that includes multi-family, single-family, schools and commercial. There will be approximately 424 lots for the entire proposed development. See Exhibit C for a map of the area that the proposed sanitary sewer line will serve.

2. Design Flow

The updated design flow from the proposed development was calculated by as follows:

350 GPD/LOT AVG. DAILY

Total Lots= 424

Total Average Daily= 148,400 GPD

Therefore, the expected water demand for the proposed development is calculated to be **148,400 GPD**

SECTION VIII – 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 IX – 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.

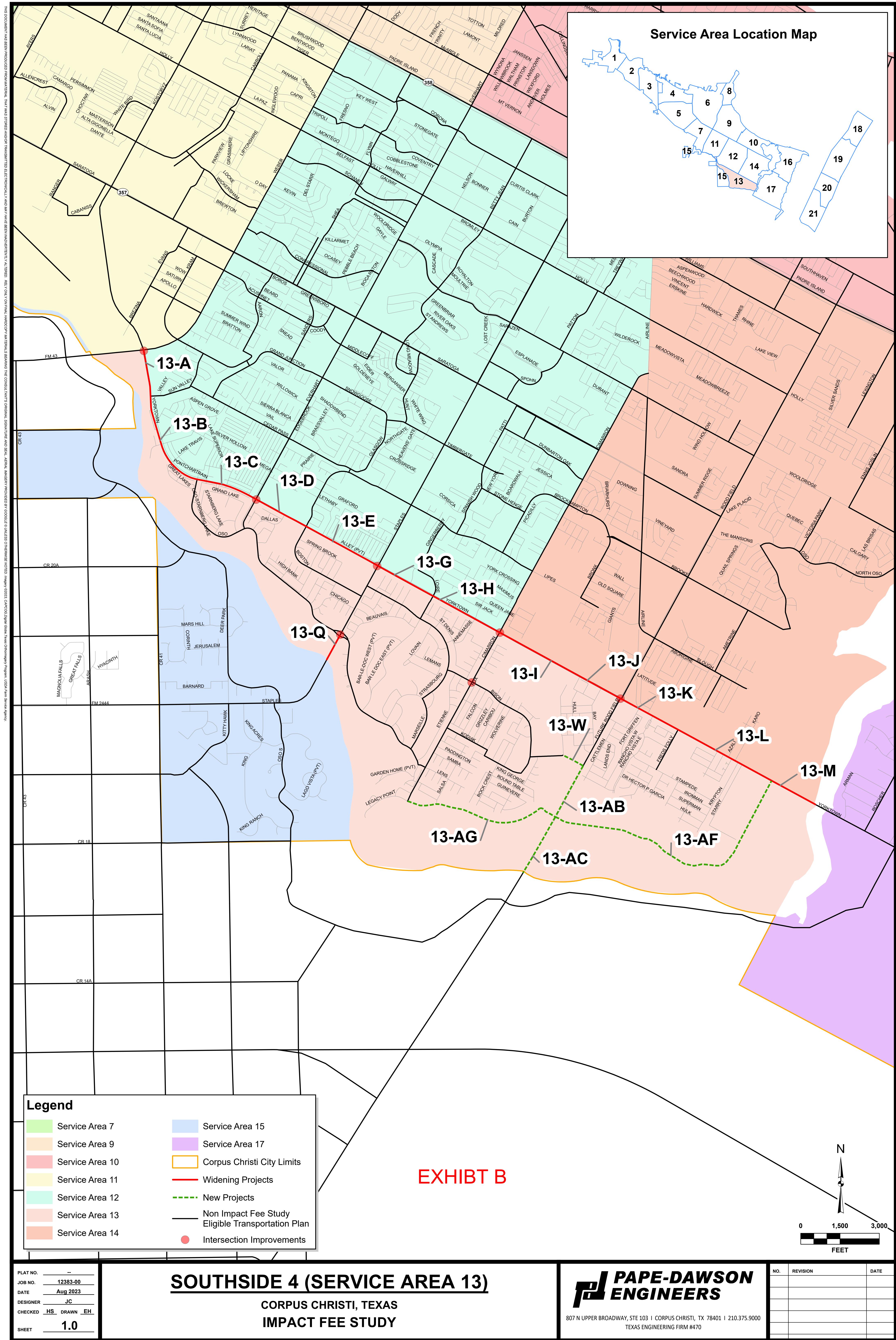
Oso Corner Unit 3

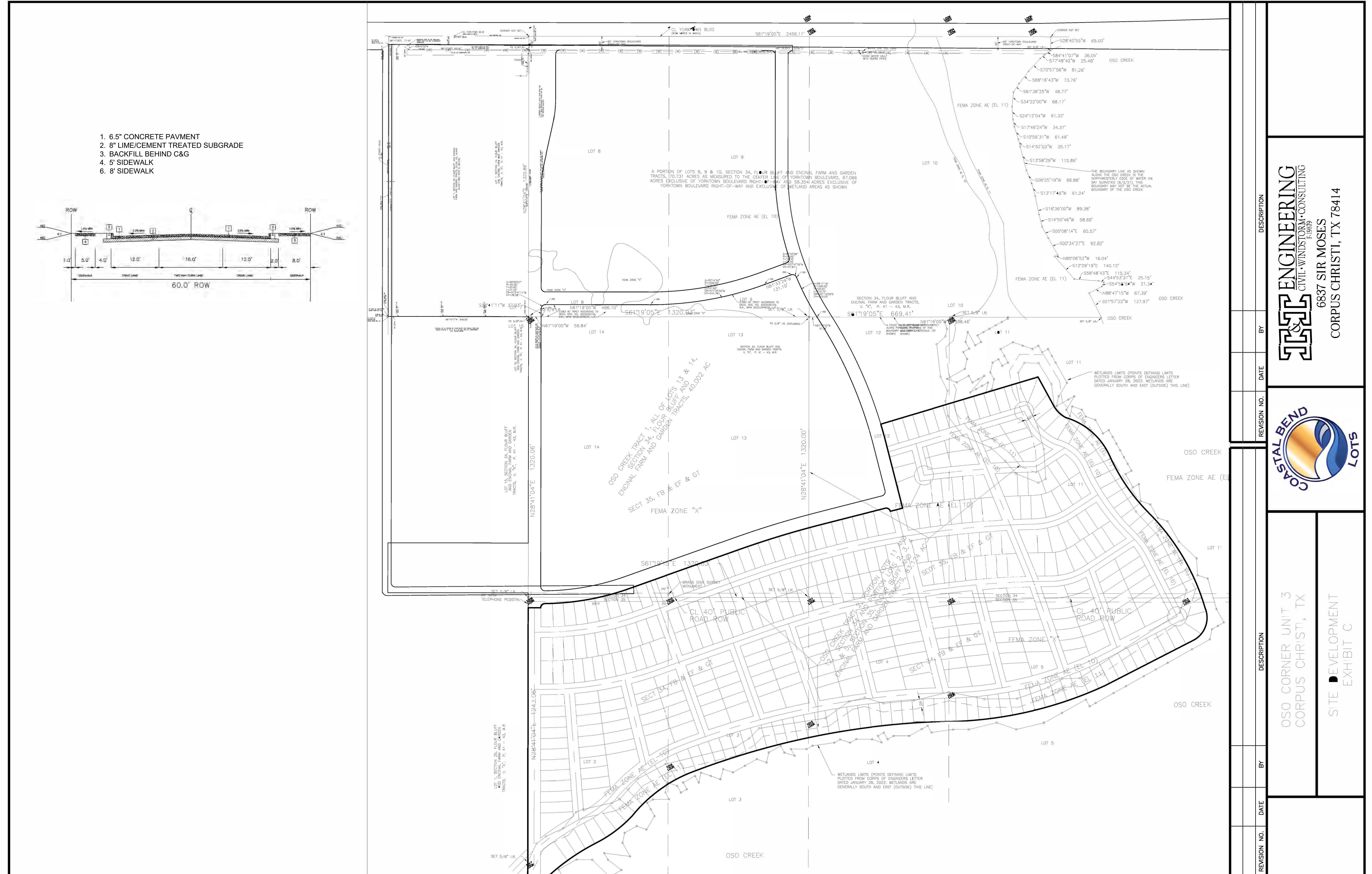
Site Map



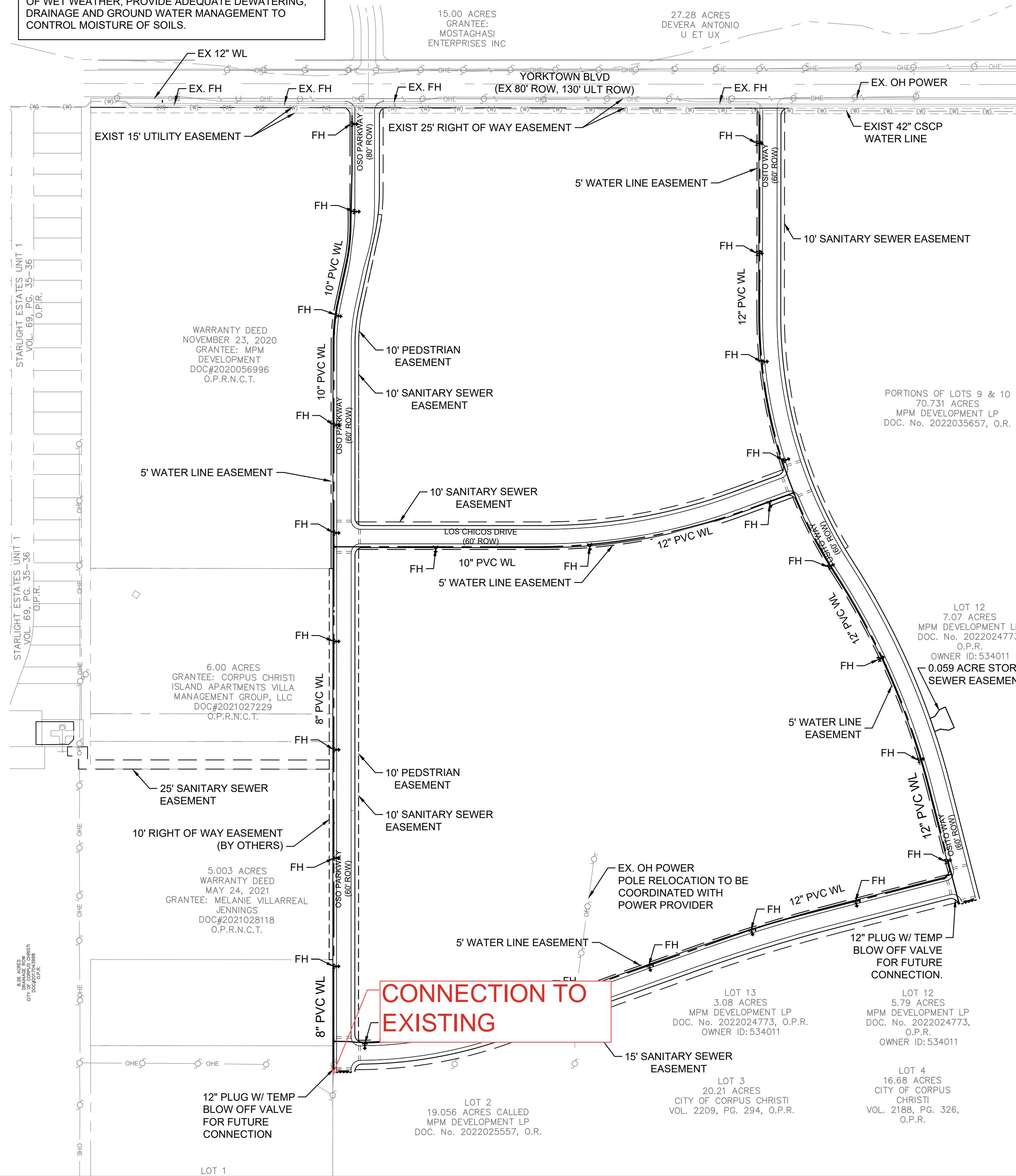
Google Earth

Image Landsat / Copernicus





GROUNDWATER/DEWATERING NOTE:
THE PRESENCE OF GROUNDWATER SHOULD BE
ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID
SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN
PERFORMING GRADING OPERATIONS DURING PERIODS
OF WET WEATHER, PROVIDE ADEQUATE DEWATERING,
DRAINAGE AND GROUND WATER MANAGEMENT TO
CONTROL MOISTURE OF SOILS.



WATERLINE BASEMAP

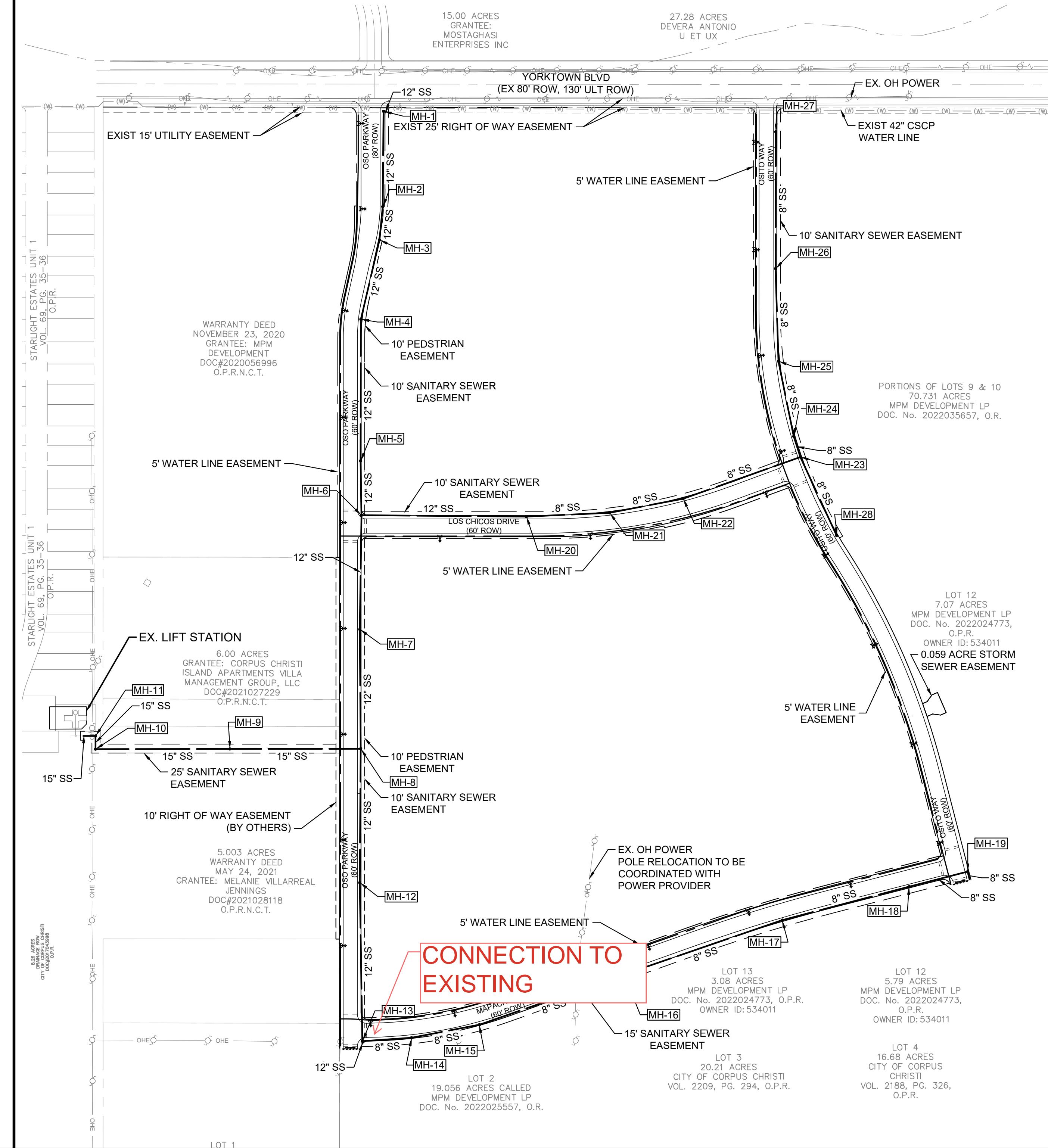
GRAPHIC SCALE IN FEET

0 100 200

LEGEND	
— — — — —	PROPERTY LINE
- - - - -	PROPOSED UTILITY EASEMENT
— — — — —	PROPOSED WATER LINE
— (W) — (W) —	EXISTING WATER LINE
	PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT
CSCP	CORRUGATED STEEL CULVERT PIPE

Oso Creek Corner - Potable Water Demand Determination					
Unit	Service Units	Potable Water GPD - ADD	Potable Water GPM - ADD	Potable Water GPM - MDD	Potable Water Peak Hourly Demand
Retail & Commercial Subtotal	692	190,163	132.06	316.94	396.18
Multi-Family Subtotal	405	112,935	78.43	188.22	235.28
Education Subtotal	30	8,224	5.71	13.71	17.13
Single Family Home Subtotal	488	135,556	94.14	225.93	282.41
Offsite Subtotal	543	150,868	104.77	251.45	314.31
Total	2,158	597,746	415	996	1,245

WATER DEMAND NOTE:
PLEASE REFERENCE THE POTABLE WATER HYDRAULIC ANALYSIS FOR OSO CREEK CORRIDOR
DATED MARCH 3, 2023, FOR MORE INFORMATION ON ESTIMATED WATER DEMAND.



WASTEWATER BASEMAP

A compass rose icon with the word "NORTH" written in capital letters.

A rectangular stamp with a double-line border. The top line contains the word "RELEASED" and the bottom line contains "FOR CONSTRUCTION". In the center is a circular logo for the City of Corpus Christi, Texas. The logo features a sailboat on the water, a bridge, and the city skyline. The text "CITY OF CORPUS CHRISTI, TEXAS" is around the top of the circle, and "1852" is at the bottom. To the right of the stamp is a blue ink signature.

Oso Creek Corner - Sanitary Sewer Demand Determination				
Class	Acreage	Demand (GPD)	PEAK FLOW (GPD)	CFS
Multi-Family	27.3	101,193	362,262	0.561
Single-Family	64.4	80,550	288,363	0.446
Educational	40	7,425	26,581	0.041
Commercial & Retail	37.5	171,474	613,863	0.950
Offsite	19.096+	42,988	153,894	0.238
Total:		403,630	1,444,964	2.236

WASTEWATER DEMAND NOTE:
PLEASE REFERENCE THE SANITARY SEWER CAPACITY CALCULATIONS, SENT ON OCTOBER 25, 2022, FOR MORE INFORMATION REGARDING WASTEWATER FLOWS.

DESCRIPTION	REVISION NO.	DATE	BY	DESCRIPTION
OSO CREEK CORNER SUBDIVISION				
				CITY OF CORPUS CHRISTI TEXAS

DATE _____

CITY PROJECT # _____

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.

9/26/2025

Oso Corner Unit 3 - Cost

SEWER ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	12" SANITARY SEWER	1300	LF	150.00	195,000.00
2	4' DIA. MANHOLES	3	EA	20,000.00	60,000.00
3	DE-WATERING FOR SANITARY SEWER	1300	LF	80.00	104,000.00
4	EMBEDMENT	1300	LF	10.00	13,000.00
5	TRENCH SAFETY	1300	LF	5.00	6,500.00

SUBTOTAL \$ 378,500.00

ENGINEERING, SURVEYING, & TESTING (11%) \$ 41,635.00

CONTINGENCY (7%) 26,495.00

BOND (2%) 7,570.00

TOTAL \$ 454,200.00

REIMBURSEMENT AMOUNT IS EQUAL TO 50% OF THE TOTAL COST 227,100.00

EXHIBIT 5



City of
Corpus
Christi

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
<u>Mossa (Moses) Mostaghasi</u>	<u>Capital Improvement Advisory Committee</u>
_____	_____
_____	_____

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

Name	Consultant
_____	_____
_____	_____
_____	_____

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) Mostaghasi Title: General Partner

Signature of
Certifying Person:



Date: 10-13-25

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.