

**Ordinance authorizing a Wastewater Trunk Line Construction and Reimbursement Agreement with Braselton Development Company, Ltd. to construct off-site wastewater trunk line improvements for a planned residential subdivision within the city limits, London Towne Unit 6, with a completion date of 24 months; and appropriating \$82,935.48 from the Wastewater Trunk System Trust Fund to reimburse the developer per the agreement. (District 3)**

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

**SECTION 1.** The City Manager or designee is authorized to execute a Wastewater Trunk Line Construction and Reimbursement Agreement (Agreement) attached hereto, with Braselton Development Company, Ltd for the construction and installation of 550 linear feet of 21-inch PSI PVC/PSI wastewater trunk line which will tie into an existing manhole, to provide wastewater service for the planned residential subdivision named London Towne Unit 6, Corpus Christi, Texas. Developer/Owner may use 24" PSI PVC if the supply of 21" PSI PVC is unavailable. The additional cost of 24" PSI PVC will be at the Developer/Owner's expense.

**SECTION 2.** In the event of project delay, the City Manager or designee is authorized to execute an extension of the Agreement for a period not to exceed a period of 24 months.

**SECTION 3.** Funding in the amount of \$82,935.48 is appropriated from the No. 4220-21800-777 Wastewater Trunk System Trust Fund to reimburse the Developer for the construction of the wastewater collection line improvements in accordance with the Agreement.

**SECTION 5.** This ordinance takes effect upon passage.

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

|                            |                     |
|----------------------------|---------------------|
| Paulette M. Guajardo _____ | John Martinez _____ |
| Roland Barrera _____       | Ben Molina _____    |
| Gil Hernandez _____        | Mike Pusley _____   |
| Michael Hunter _____       | Greg Smith _____    |
| Billy Lerma _____          |                     |

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

|                            |                     |
|----------------------------|---------------------|
| Paulette M. Guajardo _____ | John Martinez _____ |
| Roland Barrera _____       | Ben Molina _____    |
| Gil Hernandez _____        | Mike Pusley _____   |
| Michael Hunter _____       | Greg Smith _____    |
| Billy Lerma _____          |                     |

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Paulette M. Guajardo  
Mayor

## **WASTEWATER TRUNK LINE CONSTRUCTION AND REIMBURSEMENT AGREEMENT**

This Wastewater Trunk Line Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and **Braselton Development Company, Ltd.** ("Developer/Owner"), a **limited liability company**.

**WHEREAS**, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on **June 09, 2021** to develop a tract of land, to wit approximately **9.44** acres known as **London Town Subdivision Unit 6** 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 Trunk Line, ("Wastewater Improvements");

**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 funds become fully available in the Wastewater Trunk System Trust Fund and are appropriated by the City Council;

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

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

**WHEREAS**, the Developer/Owner has started construction for the required wastewater trunk line;

**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:

| Item  | DESCRIPTION                                 | UNIT | ESTIMATED QUANTITY | ESTIMATED QUANTITY+ 5% | UNIT PRICE  |
|---|---|------|--------------------|------------------------|-------------|
| <b>SANITARY SEWER IMPROVEMENTS FOR 21" SSWR TRUNK LINE</b>        |   |      |                    |                        |             |
| 1   | 21" PSI PVC/PSI 115 ASTM F879 (20'-22' Cut) | LF   | 193                | 203                    | \$ 100.00   |
| 2   | 21" PSI PVC/PSI 115 ASTM F879 (22'-24' Cut) | LF   | 357                | 375                    | \$ 150.00   |
| 3   | OSHA Trench Protection                      | LF   | 550                | 578                    | \$ 3.00     |
| 4   | Embedment                                   | LF   | 550                | 578                    | \$ 15.00    |
| 5   | 5' Diameter Manhole (24'-26' Cut)           | EA   | 1                  | 1                      | \$ 8,500.00 |
| <b>TOTAL: SANITARY SEWER IMPROVEMENTS FOR 21" SSWR TRUNK LINE</b> |   |      |                    |                        |             |

(Developer/Owner may use 24" PSI PVC if the supply of 21" PSI PVC is unavailable. The additional cost of 24" PSI PVC will be at the Developer/Owner's expense)

- 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 less **\$23,973.00** lot/acreage fee credit is **\$82,935.48** Subject to the conditions for reimbursement from the Wastewater Trunk Line System 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 **\$82,935.48** 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 Trunk Line System 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 Trunk System 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 Trunk System Trust Fund. Payments may be made when monies are available in and appropriated from the Wastewater Trunk System 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 Trunk System 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 Trunk System 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 trunk line for which the credit was given, and an extension of the trunk 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:

**Braselton Development Company, Ltd.  
Attn: Fred Braselton  
5337 Yorktown Boulevard-Suite 10D  
Corpus Christi, TX 78413**

- 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 5, 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](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:**

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Albert J. Raymond III,  
Director of Development Services

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Buck Brice (Date)  
Assistant City Attorney  
For City Attorney

DEVELOPER/OWNER:

Braselton Development Company, Ltd

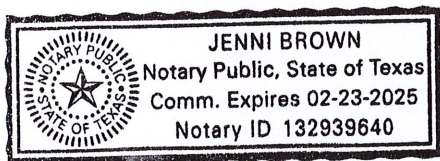
By: *Fred Braselton*  
Fred Braselton, President

STATE OF TEXAS §

COUNTY OF Nueces §  
§

This instrument was acknowledged before me on March 17, 2020,  
by **Fred Braselton, for Braselton Development Company, Ltd.**, a Texas Limited  
Partnership, on behalf of said Texas Limited Partnership.

*Jenni Brown*  
Notary Public's Signature



General Notes:

- Total platted area contains 9.44 Acres of Land. (Includes street dedication)
- 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set at all lot corners, unless otherwise noted.
- 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.
- The yard requirement, as depicted, is a requirement of the Unified Development Code and is subject to change as the zoning may change.
- All driveways to public Streets within the subdivision shall conform to access management standards outlined in Article 7 of the UDC.

Surveyor's Notes:

- Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.
- Existing Flood Map: By graphic plotting only, this property is currently in Zone "C" of the Flood Insurance Rate Map (FIRM), Community Panel Number 485494 0505 D, Corpus Christi, Texas, which bears a revised date of June 4, 1987 and is not in a Special Flood Hazard Area. The existing FIRM Panel 485494 0505 D is based on the National Geodetic Vertical Datum of 1929 (NGVD).
- Proposed Flood Map: This property is proposed to lie within Zone "X" of the Flood Insurance Rate Map (FIRM), Community Panel Number 48355C0505C, Nueces County, Texas, Community Panel Number 48355C0505G bears a revised preliminary date of May 30, 2018. The Proposed FIRM Panel 48355C0505G is based on the North American Vertical Datum of 1988 (NAVD88).

State of Texas  
County of Nueces

Braselton Development Company, Ltd., a Texas limited partnership, hereby certifies that it is the owner of the lands embraced within the boundaries of the foregoing plat; that it has had said lands surveyed and subdivided as shown; that streets shown are dedicated, to the public use forever; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: Braselton Development Company, Ltd., a Texas limited partnership

By: Braselton Management Company, LLC, its general partner

By: \_\_\_\_\_  
Fred Braselton, President

State of Texas  
County of Nueces

This instrument was acknowledged before me by Fred Braselton, as President of Braselton Management Company, LLC, general partner of Braselton Development Company, Ltd., a Texas limited partnership, on behalf of said entity in said capacity.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the State of Texas

# EXHIBIT 1

## Plat of London Towne Subdivision Unit 6

being a 9.44 Acre Tract, out of Section D, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas; and being a portion of a 21.76 Acre Tract of Land described in a Warranty Deed with Vendor's Lien from Joseph John Meaney, as Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, and the Emily P. Haynes Trust, by and through his Attorney-in-Fact, David Walsh; and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2019002524, Official Public Records of Nueces County, Texas, a portion of an 8.68 Acre Tract of Land described in a General Warranty Deed from Joseph John Meaney, Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, the Emily P. Haynes Trust, the Laura Marie Haynes Trust and the Luke Ian Haynes Trust, and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2019028160, Official Public Records of Nueces County, Texas, and a portion of an 12.88 Acre Tract of Land described in a Warranty Deed with Vendor's Lien from Joseph John Meaney, Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, the Emily P. Haynes Trust, the Laura Marie Haynes Trust and the Luke Ian Haynes Trust, and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2021004229, Official Public Records of Nueces County, Texas.

State of Texas  
County of Nueces

AMERICAN BANK, hereby certifies that it holds a lien on the property owned by Braselton Development Company, Ltd., a Texas limited partnership, as shown on the foregoing map and it approves of the subdivision and dedication for the purposes and considerations therein expressed.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: AMERICAN BANK

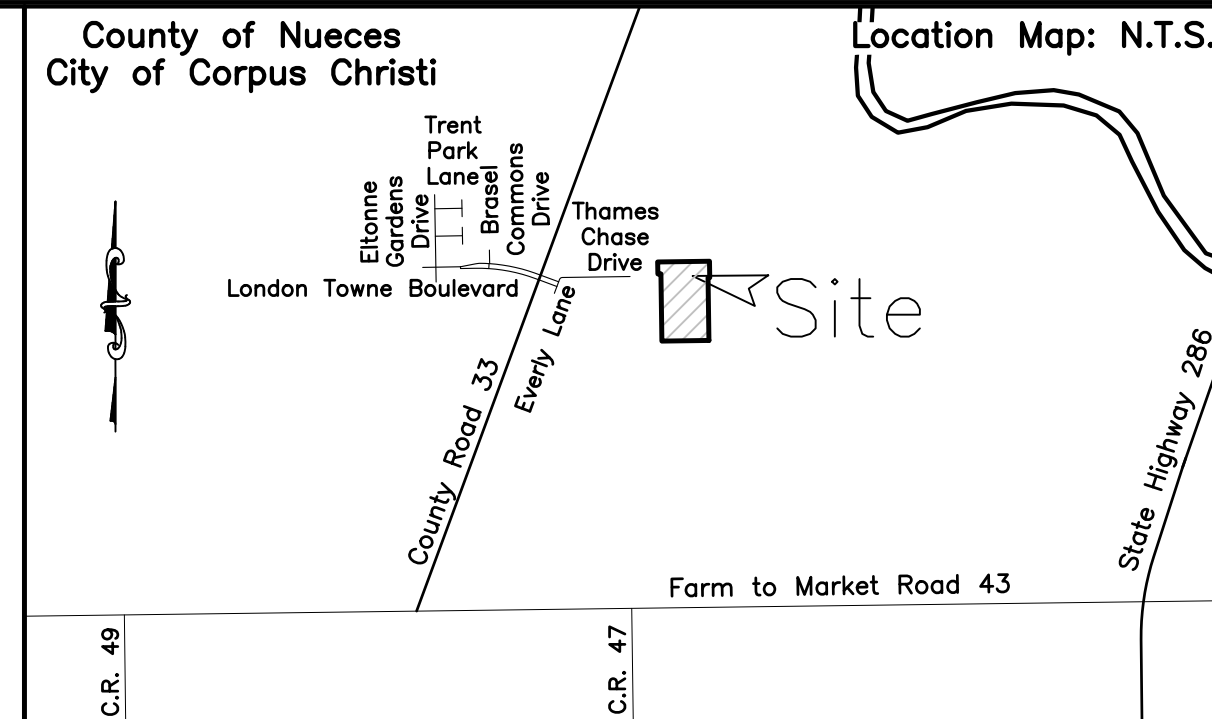
By: \_\_\_\_\_  
Phillip J. Ritley, Senior Lending Officer

State of Texas  
County of Nueces

This instrument was acknowledged before me by Phillip J. Ritley, as Senior Lending Officer of AMERICAN BANK, on behalf of said bank.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public in and for the State of Texas



State of Texas  
County of Nueces

This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Brett Flint, P.E.  
Development Services Engineer

State of Texas  
County of Nueces

This final plat of the herein described property was approved on behalf of the City of Corpus Christi, Texas by the Planning Commission.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Al Raymond, III, AIA  
Secretary

\_\_\_\_\_  
Daniel M. Dibble  
Chairman

State of Texas  
County of Nueces

I, Kara Sands, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, with its certificate of authentication was filed for record in my office the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. At \_\_\_\_ O'clock \_\_\_\_M., and duly recorded the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_ O'clock \_\_\_\_M., in said County in Volume \_\_\_\_\_, Page \_\_\_\_\_, Map Records.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year last written.

No. \_\_\_\_\_  
Filed for Record

\_\_\_\_\_  
Kara Sands, County Clerk  
Nueces County, Texas

at \_\_\_\_\_ O'clock \_\_\_\_M.  
\_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_  
Deputy

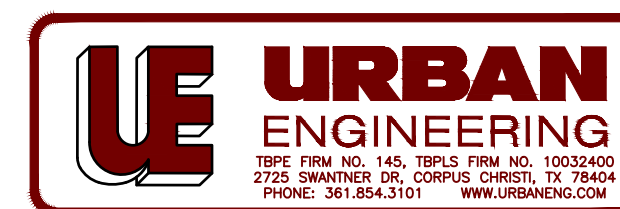
State of Texas  
County of Nueces

I, Dan L. Urban, a Registered Professional Land Surveyor for Urban Engineering, have prepared the foregoing map from a survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown herein and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.**

\_\_\_\_\_  
Dan L. Urban, R.P.L.S.  
Texas License No. 4710



Revised: 2/1/22  
Submitted: 2/10/21  
SCALE: None  
JOB NO.: 42900.C1.01  
SHEET: 1 of 2  
DRAWN BY: XG  
©2022 by Urban Engineering  
urbansurvey1@urbaneng.com

8.00 Acres  
out of Section "D"  
Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Doc. No. 2016053230, O.P.R.N.C.T.)  
(Owner: Agape Ranch)

308.99 Acre Tract being Shares 1-4 of the  
Paul E. Morgan Estate  
Vol. U, Pg. 115, M.P.R.N.C.T.  
and of Section D Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Doc. No. 941343, O.P.R.N.C.T.)



46' Wide Temp. D.E.  
(5' U.E. (Doc. No. 2020037983, O.P.R.N.C.T.))

Remainder of 21.76 Acres  
out of Section "D"  
Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Owner: Braselton Development Company, Ltd.)  
(Doc. No. 2019002524, O.P.R.N.C.T.)

Remainder of 21.76 Acres  
out of Section "D"  
Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Owner: Braselton Development Company, Ltd.)  
(Doc. No. 2019002524, O.P.R.N.C.T.)

Remainder of 8.68 Acres  
out of Section "D"  
Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Owner: Braselton Development Company, Ltd.)  
(Doc. No. 2019028160, O.P.R.N.C.T.)

Remainder of 8.68 Acres  
out of Section "D"  
Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Owner: Braselton Development Company, Ltd.)  
(Doc. No. 2019028160, O.P.R.N.C.T.)

Remainder of 12.88 Acres  
out of Section "D"  
Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Owner: Braselton Development Company, Ltd.)  
(Doc. No. 2021004229, O.P.R.N.C.T.)

Remainder of 173.21 Acre Tract  
out of Section "D"  
Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Owner: Mary Cecile Meaney)  
(Doc. No. 2016050730, O.P.R.N.C.T.)

Northeast  
corner of 21.76  
Acres

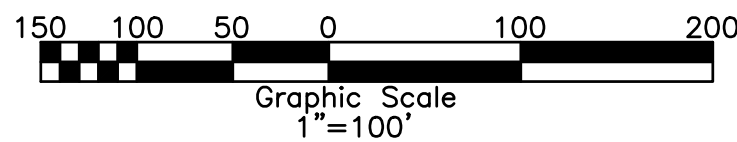
298.57 Acres (Per Appraisal  
District)  
out of Section "D"  
Laureles Farm Tracts  
Vol. 3, Pg. 15, Map  
Records of Nueces County, Texas  
(Doc. No. 2012001980, O.P.R.N.C.T.)  
(Owner: Coastal Bend Community Foundation)

## Plat of London Towne Subdivision Unit 6

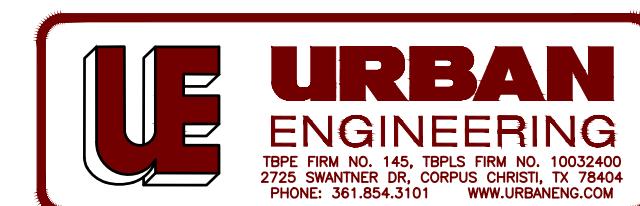
being a 9.44 Acre Tract, out of Section D, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas; and being a portion of a 21.76 Acre Tract of Land described in a Warranty Deed with Vendor's Lien from Joseph John Meaney, as Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, and the Emily P. Haynes Trust, by and through his Attorney-in-Fact, David Walsh; and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2019002524, Official Public Records of Nueces County, Texas, a portion of an 8.68 Acre Tract of Land described in a General Warranty Deed from Joseph John Meaney, Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, the Emily P. Haynes Trust, the Laura Marie Haynes Trust and the Luke Ian Haynes Trust, and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2019028160, Official Public Records of Nueces County, Texas, and a portion of an 12.88 Acre Tract of Land described in a Warranty Deed with Vendor's Lien from Joseph John Meaney, Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, the Emily P. Haynes Trust, the Laura Marie Haynes Trust, and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2021004229, Official Public Records of Nueces County, Texas.

**Legend:**

- 5/8 Inch Iron Rod with cap stamped "URBAN ENGR CCTX" Found
- 5/8 Inch Iron Rod with cap stamped "URBAN ENGR CCTX" Set
- ◆ MAG Nail with Washer stamped "URBAN ENGR CCTX" Set
- Nail, Found



*Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.*



Revised: 2/1/22  
Submitted: 2/10/21  
SCALE: 1"=100'  
JOB NO.: 42900.C1.01  
SHEET: 2 of 2  
DRAWN BY: XG  
© 2022 by Urban Engineering  
urbansurvey1@urbaneng.com



## EXHIBIT 2

### APPLICATION FOR SEWER LINE CREDIT

I, Braselton Development Company, owner and developer of proposed London Town unit 6 subdivision, hereby apply for \$23,973.00 credit towards the sewer lot/acreage fee for the Master Plan sanitary sewer trunk line extension installed in conjunction with London Towne unit 6 Subdivision as provided for by City Ordinance No. 032357. The off-site construction cost, including 12% Engineering, is \$106,908.48 as shown by the cost supporting documents attached herewith.

Fred Braselton  
(Developer)

2/2/22  
(Date)

THE STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged for me on 2/2 2022 by Fred Braselton



Jenni Brown  
Notary Public in and for Nueces County, Texas

#### CERTIFICATION

The information submitted with this application has been reviewed and determined to be correct and a credit for \$ 23,973.00 is herewith approved.

Bo J A  
Director of Engineering  
(City Engineer)  
Development Services  
Engineer

23 MARCH 2022

Date

**EXHIBIT 2**

**APPLICATION FOR SEWER LINE REIMBURSEMENT**

I, Braselton Development Company, owner and developer of proposed London Towne unit 6 Subdivision, hereby request reimbursement of \$82,935.48 for the installation of the Master Plan sanitary sewer trunk line in conjunction with London Towne unit 6 Subdivision, as provided for by City Ordinance No. 032357. Said \$106,908.48 is the construction cost, including 12% Engineering, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.

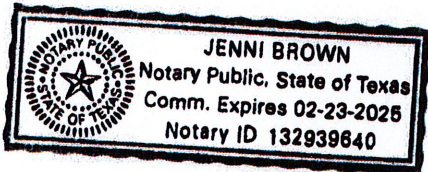
Fred Braselton  
(Developer)

2/2/22  
(Date)

THE STATE OF TEXAS   □

COUNTY OF NUECES   □

This instrument was acknowledged before me on 2/2, 2022 by Fred Braselton



Jenni Brown  
Notary Public in and for Nueces County, Texas

CERTIFICATION

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

- (a) sufficiency of funds in the Collection/Trunk Line Trust Fund
- (b) appropriation and approval by the City Council

Scott J. Hill  
Director of Engineering  
(City Engineer)  
Development Services  
Engineer

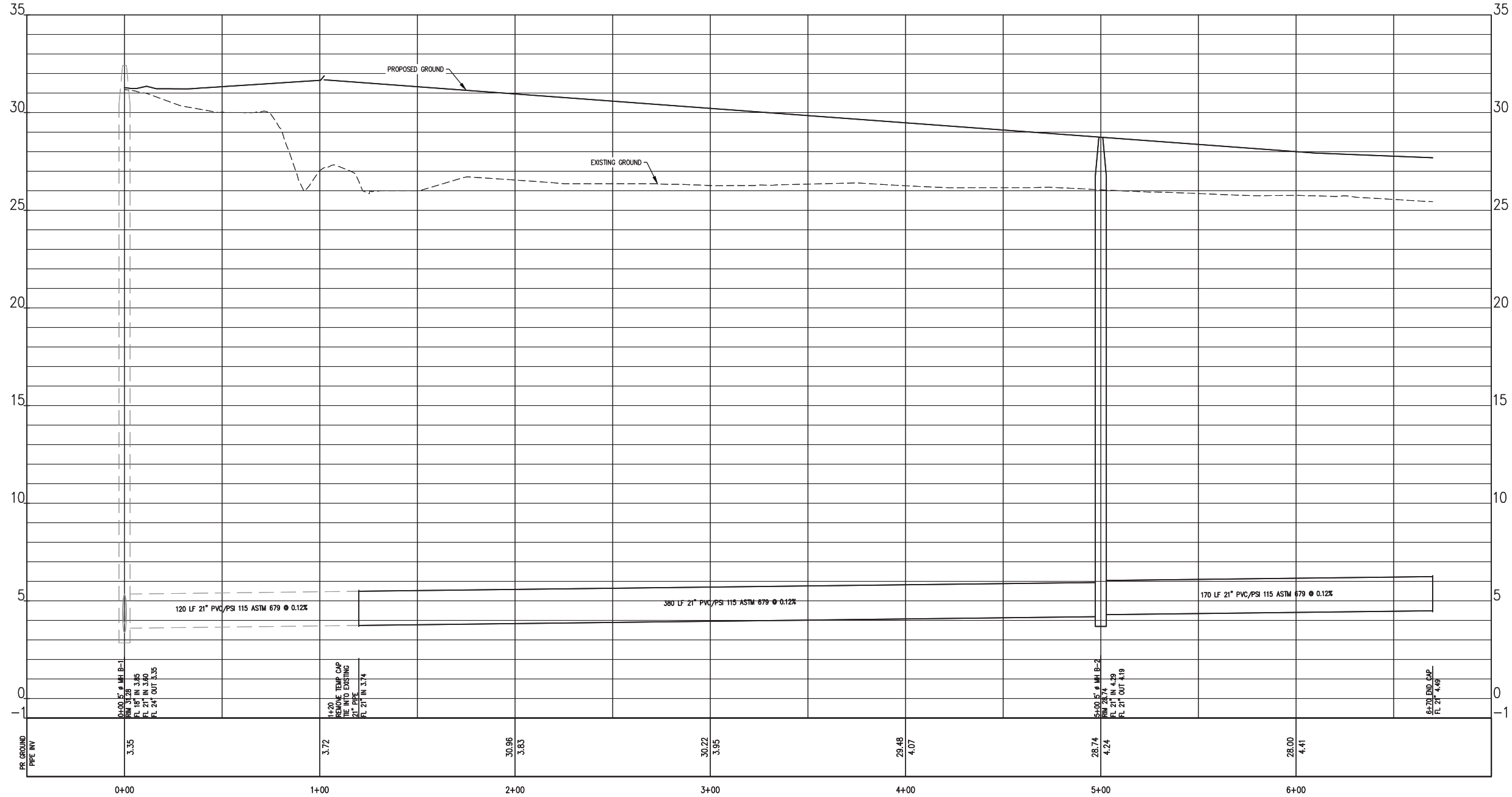
23 MARCH 2022  
(Date)

# EXHIBIT 3

## PROFILE VIEW

SCALE: 1"=30' HORIZ.  
1"=3' VERT.

### UNIT 6 SANITARY SEWER LINE B



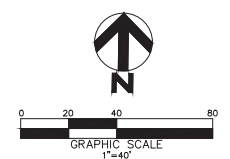
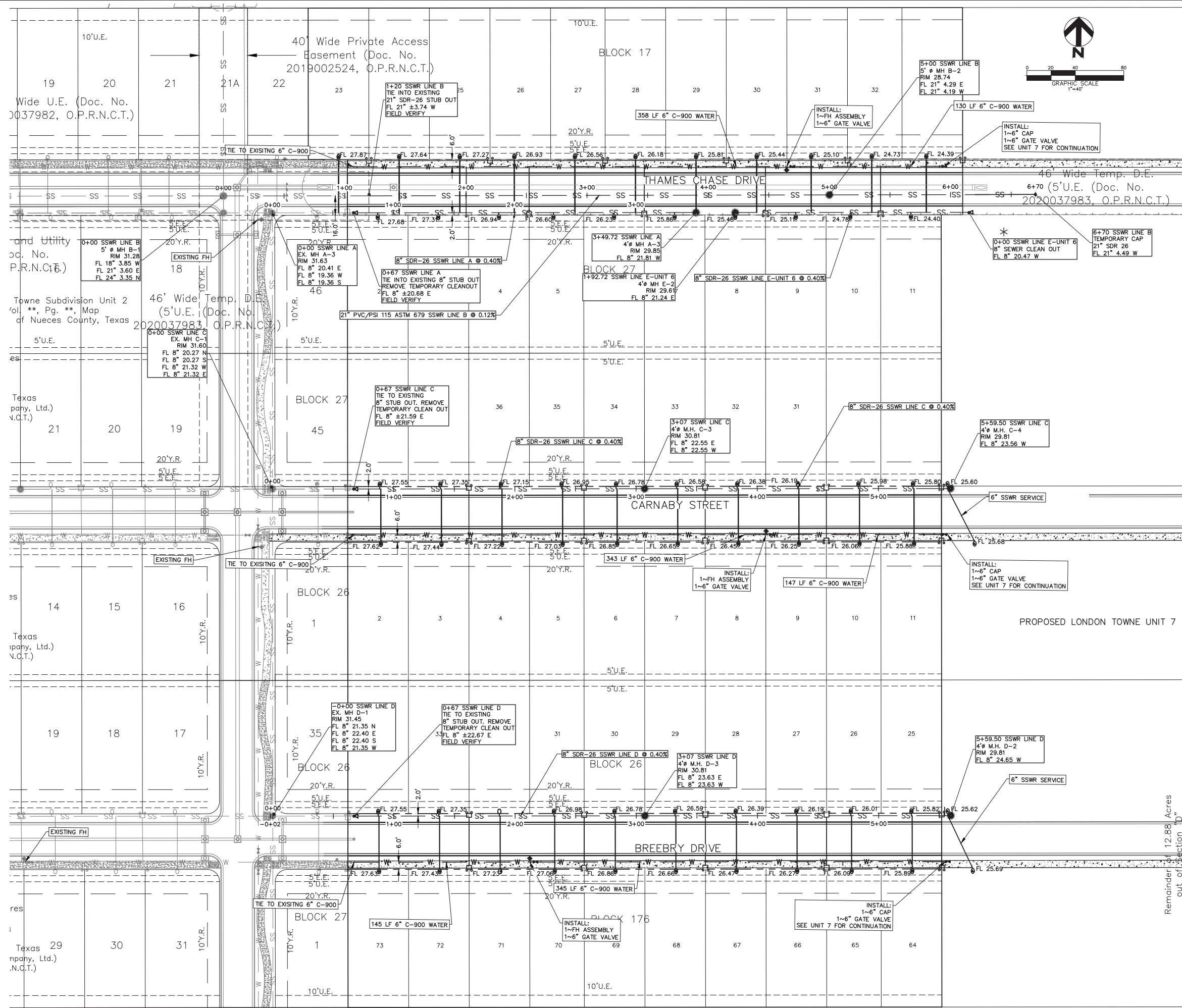
| REV. BY | DATE | DESCRIPTION |
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**SANITARY SEWER LINE B PROFILE**  
LONDON TOWNE SUBDIVISION  
**UNIT 6**  
CORPUS CHRISTI, TEXAS

**URBAN ENGINEERING**  
URBAN ENGINEERING  
145 TERP'S FARM, SUITE 100  
2725 SWANWATER DR., CORPUS CHRISTI, TX 78404  
PHONE: 361.854.3101 WWW.URBANENG.COM

**SHEET 12 OF 18**  
JOB NO. 42900.C1.01

S:\Projects\42900up\42900\C101 - unit 6\Design\dwg\42900C101-SSWR PROF.dwg modified by GeneC on 12/15/2021 9:39:35 AM



NOTE:  
MECHANICAL JOINT  
RESTRAINTS AND/OR THRUST  
BLOCKING SHALL BE PROVIDED  
ON WATER LINE BENDS,  
FITTINGS AND DEAD-ENDS AS  
REQUIRED AND COORDINATED  
BY THE CITY.

NOTE:  
SERVICE LOCATIONS ARE  
SHOWN SCHEMATICALLY.  
CONSULT STANDARD DETAILS  
FOR LOCATIONS.

LEGEND

- PROPOSED SYMBOLS
- SEWER SERVICE W/ CLEAN OUT
  - DOUBLE WATER SERVICE
  - SINGLE WATER SERVICE
  - FIRE HYDRANT
  - WATER VALVE
  - SANITARY SEWER MANHOLE
  - PROPOSED SERVICE FLOWLINE
  - WATER LINE
  - SANITARY SEWER LINE

- EXISTING SYMBOLS
- WATER VALVE
  - STORM MANHOLE
  - SANITARY SEWER LINE
  - WATER LINE
  - FIRE HYDRANT

\*  
NOTE:  
LONDON TOWNE UNITS 6 & 7 WILL BE  
CONSTRUCTED AS A SINGLE UNIT WHICH  
IS WHY CLEAN-OUTS ARE SHOWN. IN THE  
EVENT THAT LONDON TOWNE UNIT 7 IS  
DELAYED THE CLEANOUTS WILL BE  
REPLACED WITH MANHOLES.

| REV. BY | DATE | DESCRIPTION |
|---------|------|-------------|
|         |      |             |
|         |      |             |
|         |      |             |
|         |      |             |

DRAWN: GC  
DESIGNED: GC  
CHECKED: MFH  
DATE: DEC. 2021

**WATER AND SANITARY  
SEWER LAYOUT**  
LONDON TOWNE SUBDIVISION  
UNIT 6  
CORPUS CHRISTI, TEXAS

**URBAN  
ENGINEERING**

STATE FIRM NO. 145, TEP'S FIRM NO. 10076400  
2725 SWATNER DR., CORPUS CHRISTI, TX 78404  
PHONE: 361.854.3101 WWW.URBANENG.COM

**SHEET  
10  
OF 18**

JOB NO.  
42900.C1.01

# EXHIBIT 4

| REIMBURSEMENT FOR SANITARY SEWER MASTER PLAN IMPROVEMENTS                        |   |      |                    |                        | DATE: JANUARY 2022  |                      |
|--|---|------|--------------------|------------------------|---------------------|----------------------|
| LONDON TOWNE UNIT 6  |   |      |                    |                        |                     |                      |
| Engineer: MURRAY F. HUDSON, P.E.   |   |      |                    |                        |                     |                      |
|  |   |      |                    |                        | JOB NO: 42900.C1.01 |                      |
| Item   | DESCRIPTION                                 | UNIT | ESTIMATED QUANTITY | ESTIMATED QUANTITY+ 5% | UNIT PRICE          | TOTAL PRICE          |
| <b>SANITARY SEWER IMPROVEMENTS FOR 21" SSWR TRUNK LINE</b>                       |   |      |                    |                        |                     |                      |
| 1  | 21" PSI PVC/PSI 115 ASTM F679 (20'-22' Cut) | LF   | 193                | 203                    | \$ 100.00           | \$ 20,300.00         |
| 2  | 21" PSI PVC/PSI 115 ASTM F679 (22'-24' Cut) | LF   | 357                | 375                    | \$ 150.00           | \$ 56,250.00         |
| 3  | OSHA Trench Protection                      | LF   | 550                | 578                    | \$ 3.00             | \$ 1,734.00          |
| 4  | Embedment                                   | LF   | 550                | 578                    | \$ 15.00            | \$ 8,670.00          |
| 5  | 5' Diameter Manhole (24'-26' Cut)           | EA   | 1                  | 1                      | \$ 8,500.00         | \$ 8,500.00          |
| <b>TOTAL: SANITARY SEWER IMPROVEMENTS FOR 21" SSWR TRUNK LINE</b>                |   |      |                    |                        |                     | <b>\$ 95,454.00</b>  |
| Engineering, Testing & Surveying (12%)   |   |      |                    |                        |                     | \$ 11,454.48         |
| <b>TOTAL REIMBURSEMENT DUE:</b>  |   |      |                    |                        |                     | <b>\$ 106,908.48</b> |
| NOTES:   |   |      |                    |                        |                     |                      |
| 1. Prices are from MVR Construction contract with Braselton Development Company. |   |      |                    |                        |                     |                      |
|  |   |      |                    |                        |                     |                      |
|  |   |      |                    |                        |                     |                      |
|  |   |      |                    |                        |                     |                      |

# EXHIBIT 5



## DISCLOSURE OF INTERESTS

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

NAME: Braselton Development Company, Ltd.

STREET: 5337 Yorktown Boulevard - Suite 10D

CITY: Corpus Christi

ZIP: 78413

FIRM is:  Corporation  Partnership  Sole Owner  Association  Other \_\_\_\_\_

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name

Job Title and City Department (if known)

N/A

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

N/A

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

N/A

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

N/A

### CERTIFICATE

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

Certifying Person: Fred Braselton  
(Print Name)

Title: Braselton Development Company, Ltd.

Signature of Certifying Person: \_\_\_\_\_

Date: 2/2/22