

**PARTICIPATION AGREEMENT
For Oversizing Streets and Drainage Crossings
Per UDC §8.4**

This PARTICIPATION AGREEMENT (“Agreement”) is entered into between the City of Corpus Christi (“City”), a Texas home-rule municipal corporation, acting by and through its City Manager, or designee, and **MPM Development, LP**, (“Developer”), a **Texas Limited Partnership**.

WHEREAS, the Developer, in compliance with the City’s Unified Development Code (“UDC”), has a plat, approved by the Planning Commission on October 5, 2022 to develop a tract of land, to wit approximately 20 acres known as Oso Creek Corner as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, as a condition of the Plat, the Developer is required to expand, extend, and construct Streets and/or Drainage Crossings (the “Public Improvements”) as depicted on and in accordance with the improvement requirements set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

WHEREAS, UDC 8.2.1(5) provides: where the required street improvements are encompassed entirely within the proposed development, the developer will be considered responsible for the entire width of street improvements, up to and including that of a residential collector;

WHEREAS, it is in the best interests of the City to have the public infrastructure installed by the Developer in conjunction with the Owner’s final Plat;

WHEREAS, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development where the contract establishes the limit of participation by the municipality at a level not to exceed 30 percent of the total contract price and at a level not to exceed 100 percent of the total cost for any oversizing of improvements required by the municipality, including but not limited to increased capacity of improvements to anticipate other future development in the area; and

WHEREAS, this Agreement is made pursuant to Section 212.071 & 212.072 of the Texas Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi

NOW, THEREFORE, the Parties hereto severally and collectively agree to and, by the execution hereof, are bound by the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.:

Section 1. RECITALS.

The parties agree that the language contained in the preamble of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.

Section 2. TERM.

This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. The Developer must complete the Public Improvements within **24** calendar months from the date this document is executed by the City. Time is of the essence in the performance of this contract.

Section 3. DEVELOPER PARTICIPATION.

Subject to the terms of this Agreement, **Exhibit 1**, and **Exhibit 2**, the Developer will construct the Public Improvements for and on behalf of the City in accordance with the plans and specifications approved in advance of construction by the City Engineer on behalf of the City. The parties acknowledge and confirm the total cost estimate for construction of the Public Improvements, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Developer shall pay a portion of the costs of construction of the Public Improvements. Further, subject to the limitations set forth below, the City shall pay the remaining portion of the costs of construction of the Public Improvements, designated as the total amount reimbursable by the City on the Cost Estimate.

Section 4. CITY PARTICIPATION.

Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Public Improvements shall not exceed **\$544,557.60**.

Section 5. REIMBURSEMENT.

The City shall reimburse the Developer a pro rata portion of the City's agreed costs of the Public Improvements monthly, based on the percentage of construction completed less the Developer's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Such reimbursement will be made payable to the Developer at the address shown in Section 6 of this Agreement. Prior to reimbursement, Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.

Section 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:

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

2. If to the City:

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

with a copy to:

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

- b. Notice 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.

Section 7. PLANS AND SPECIFICATIONS.

- a. Developer shall contract with a professional engineer licensed in the State of Texas to prepare plans and specifications for the Public Improvements. The plan must be in compliance with the City's UDC, Comprehensive Plan, applicable area development and master plans, the approved Mobility Plan, and the Design Standards.
- b. Before the Developer starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

Section 8. EASEMENTS.

Prior to the start of construction of the Wastewater Improvements, Developer shall acquire and dedicate to the City the required additional public right of way easements ("Easements"), if any, necessary for the completion of the Public Improvements. If any of the property needed for the Easements is owned by a third party and the Developer 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 completely responsible for cost of acquisition.

Section 9. PERFORMANCE BOND.

Developer 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 project cost is in excess of \$100,000 and a payment bond if the project cost 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 amount of the performance and payment bonds shall be the full cost of the Public Improvements. The performance and/or payment bond must name the City as an obligee. If the Developer is not an obligor, then Developer 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.

Section 10. INSURANCE.

Insurance requirements are as stated in **Exhibit 4**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

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

Section 11. CONSTRUCTION CONTRACT DOCUMENTS.

Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Public Improvements.

Section 12. INSPECTIONS.

Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Public Improvements or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Public Improvements.

Section 13. WARRANTY.

The Developer shall fully warranty the workmanship and construction of the Public Improvements for a period of two years from and after the date of acceptance of the improvements by the Executive Director of Public Works.

Section 14. INDEMNIFICATION.

Developer covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") from, and against, any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, fines, and judgments recovered from or asserted against Indemnitees 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 construction, existence, use, operation, maintenance, alteration, repair, or removal of any Public Improvements installed by or on behalf of the Developer including the injury, loss or damage caused by the contributory or concurrent negligence of the indemnitees or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorney's fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

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

(a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall

include but shall not be limited to the fees charged by attorneys, environmental consultants, engineers, surveyors, and expert witnesses.

(b) any costs incurred attributable to the breach of any warranty or representation made by Developer in this agreement, or 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.

Section 15. DEFAULT.

The following events shall constitute default:

- a. Developer fails to submit plans and specifications for the Public Improvements to the Executive Director of Public Works in advance of construction.
- b. Developer does not reasonably pursue construction of the Public Improvements under the approved plans and specifications.
- c. Developer fails to complete construction of the Public Improvements, under the approved plans and specifications, on or before the time specified in Section 2 of this agreement.
- d. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 16. 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 days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should the Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section 6, of the need to perform the obligation or duty and, should the Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer.
- e. In the event of an uncured default by the Developer, 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;
3. Bring Suit to enforce any provision of this agreement including the obligations to repair and replace.
4. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer 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 has all its remedies at law or in equity for such default.

Section 17. 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 a public enemy; 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 10 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.

Section 18. PROJECT CONTRACTS.

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

Section 19. DISCLOSURE OF INTEREST.

In compliance with Corpus Christi Code of Ordinance Sec. 2-349, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Section 20. CERTIFICATE OF INTERESTED PARTIES.

Developer 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>.

Section 21. CONFLICT OF INTEREST.

Developer 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>

Section 22. SEVERABILITY.

The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

Section 23. COOPERATION.

The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 24. ENTIRE AGREEMENT.

Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 25. AMENDMENTS.

Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 26. APPLICABLE LAW; VENUE.

This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 27. INDEPENDENT CONTRACTOR.

Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 28. NON-APPROPRIATION.

The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Section 29. WAIVER OF TRIAL BY JURY.

City and Developer agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead agreed, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

Section 30. ATTORNEY FEES.

In the event that any action is instituted by City to enforce or interpret any of the terms hereof, City shall be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by City with respect to such action, unless as a part of such action, the court of competent jurisdiction determines that each of the material assertions made by City as a basis for such action were not made in good faith or were frivolous. In the event of an action instituted by or in the name of the Developer under this Agreement or to enforce or interpret any of the terms of this Agreement, City shall be entitled to be paid all court costs and expenses, including attorneys' fees, incurred by City in defense of such action (including with respect to City's counterclaims and cross-claims made in such action), unless as a part of such action the court determines that each of City's material defenses to such action were made in bad faith or were frivolous.

Section 31. NO WAIVER.

The failure of the City to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver of any of the City's rights under this agreement or deprive the City of the right thereafter to insist upon strict adherence to that term or any other term of this agreement.

Section 32. AUTHORITY.

Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

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

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

By: _____
Moses Mostaghani
General Partner

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

This instrument was acknowledged before me on _____, 20____, by **Moses Mostaghani, General Partner of MPM Development, LP, a Texas Limited Partnership**, on behalf of said company.

Notary Public's Signature

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

ATTEST:

CITY OF CORPUS CHRISTI

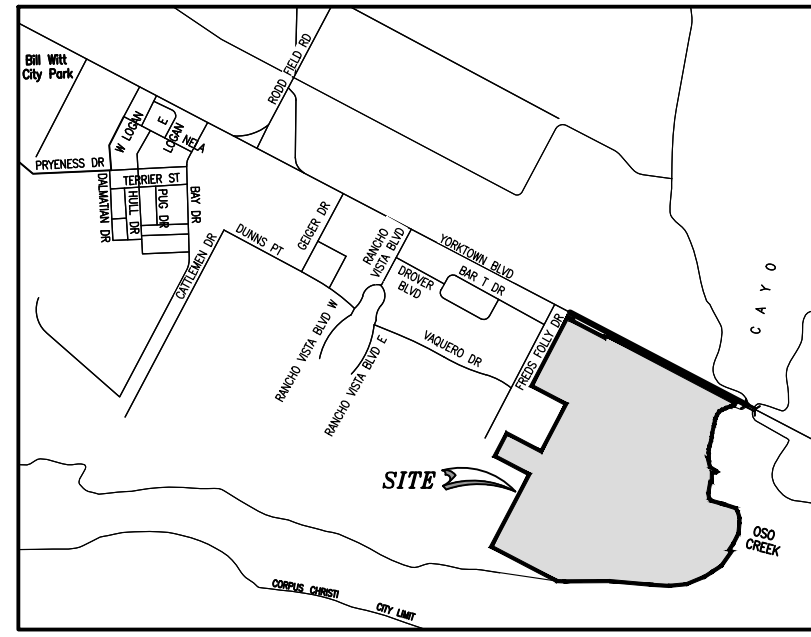
Rebecca Huerta
City Secretary

Michael Dice
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

EXHIBIT 1



LOCATION MAP
SCALE: 1" = 3000'

CIVIL ENGINEER & LAND SURVEYOR



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

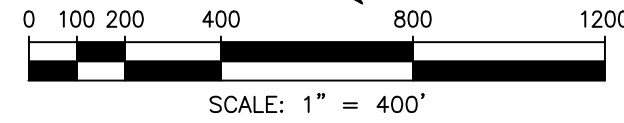
CONTACT: Joseph E. York V, PE
CONTACT: Troy A. Troubaugh, RPLS

CONDITIONALLY APPROVED
OCTOBER 05, 2022
PLANNING COMMISSION

MASTER PRELIMINARY PLAT
OF
OSO CREEK CORNER

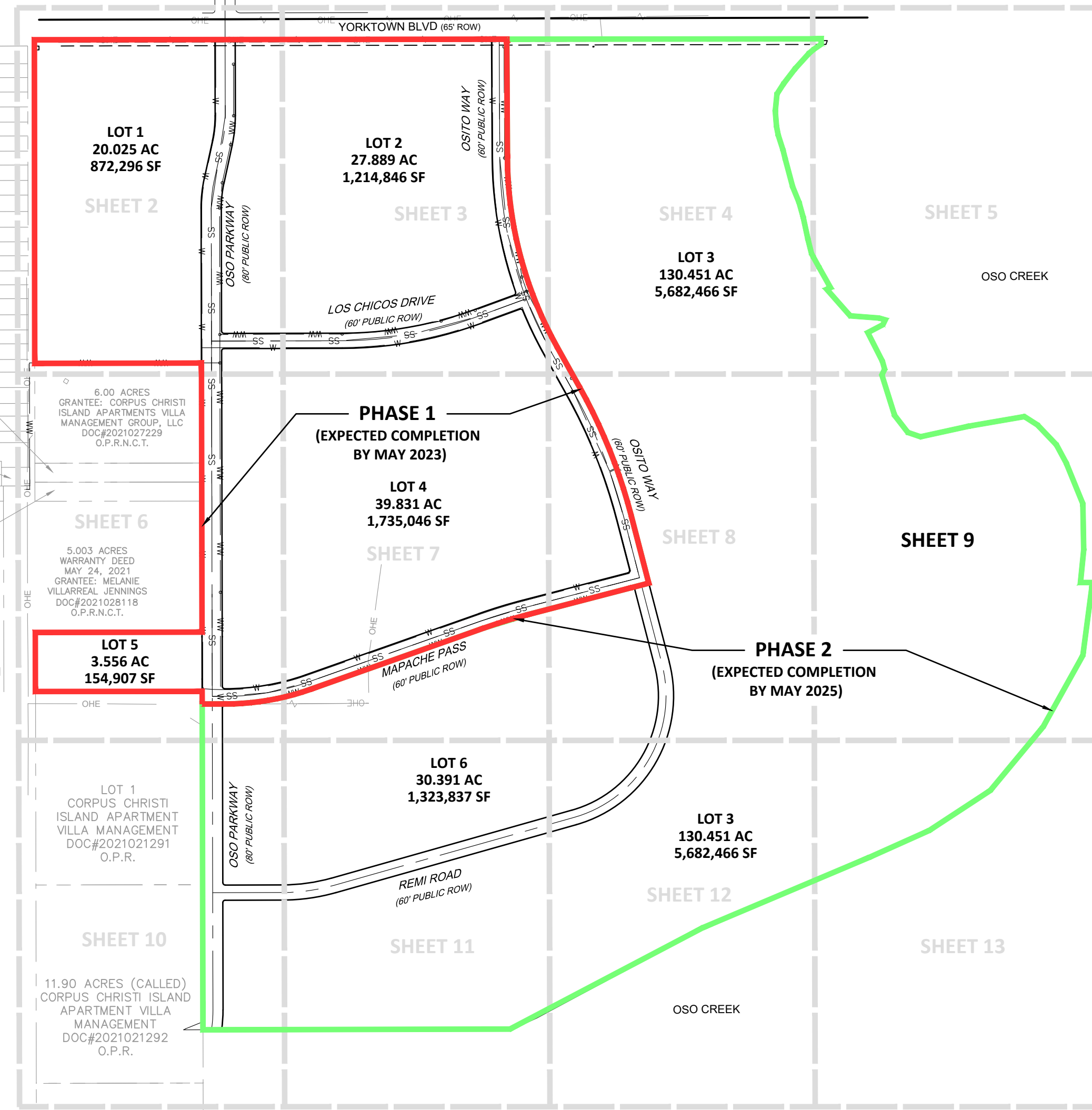
A 269.947 ACRE TRACT OF LAND, BEING A PORTION OF LOTS 8, 9, 10, 11, 12, 13, 14, AND 15 SECTION 34, AND ALSO ALL OF LOTS 2, 3, 4, AND 5 OF SECTION 35, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, IN VOLUME "A", PAGES 41-43, MAP RECORDS, NUECES COUNTY, TEXAS, CORPUS CHRISTI, TEXAS

DATE OF PRINT: September 21, 2022



UTILITY LEGEND

- ww — PROPOSED WASTEWATER
- ss — PROPOSED STORM SEWER
- w — PROPOSED WATER
- OHE — EXISTING OVERHEAD ELECTRIC
- DRAINAGE DIRECTION



STARLIGHT ESTATES UNIT 1
VOL. 69, PG. 35-36
O.P.R.

1.140 ACRES
GRANTEE: CORPUS CHRISTI ISLAND APARTMENTS VILLA MANAGEMENT GROUP, LLC
DOC#2021027229
O.P.R.N.C.T.

0.224 ACRES
LIFT STATION
CITY OF CORPUS CHRISTI
DOC#2017043998
O.P.R.

1.140 ACRES
GRANTEE: LISA ANN LANDERS
DOC#2006046653
O.P.R.N.C.T.

8.26 ACRES
DRAINAGE ROW
CITY OF CORPUS CHRISTI
DOC#2017043998
O.P.R.

5.725 ACRES (CALLED)
CORPUS CHRISTI ISLAND APARTMENT VILLA MANAGEMENT
DOC#2021021055
O.P.R.

Zoning Table	
Existing Zoning	
Lot 1	Farm Rural District
Lot 2	Farm Rural District
Lot 3	Farm Rural District
Lot 4	Farm Rural District
Lot 5	Residential Estate District
Lot 6	Farm Rural District
Proposed Zoning	
Lot 1	General Commercial
Lot 2	General Commercial
Lot 3	Single Family Residential
Lot 4	Single Family Residential
Lot 5	Single Family Residential
Lot 6	Single Family Residential

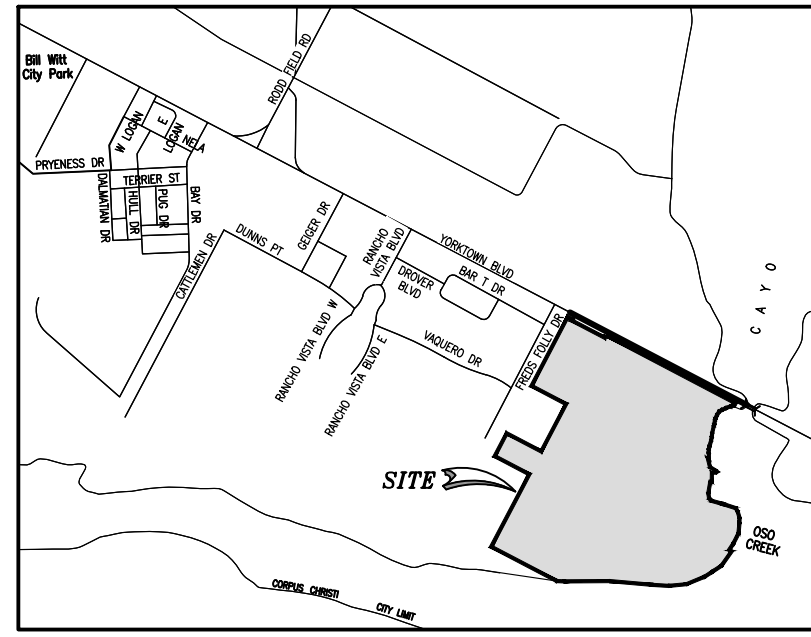
Proposed Phasing Summary				
Phase	Acres	Anticipated Start Date	Anticipated Completion Date	Land Use
1	103.236	September 2022	May 2023	GC/RS
2	166.626	May 2023	May 2025	RS

SEE SHEET 13 FOR LINE AND CURVE TABLES

- GENERAL NOTES**
- TOTAL NUMBER OF BUILDABLE LOTS: 6
 - 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.
 - 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.
 - ALL ELEVATIONS SHOWN HEREON ARE NAVD'88 DATUM, AS DETERMINED BY GPS OBSERVATION.
 - THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
 - THE TOTAL PLATTED AREA CONTAINS 272.856 ACRES OF LAND INCLUDING STREET DEDICATION.
 - ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, PANEL 4835C0540G, DATED OCTOBER 13, 2022, A PORTION THIS TRACT IS LOCATED IN ZONE "AE" AND ZONE "X".
 - ACCORDING TO THE NATIONAL WETLANDS INVENTORY, POTENTIAL WETLANDS EXIST ON SITE.
 - WATER, WASTEWATER LOT/ACREAGE AND PARK FEES SHALL BE PAID PRIOR TO RECORDATION OF THE FINAL PLAT.
 - ALL UTILITY AND TEMPORARY R.O.W. EASEMENTS DEDICATED BY SEPARATE INSTRUMENT SHALL BE RECORDED AND LABELED ON THE FINAL PLAT.
 - 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

- OPRNT ----- 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



LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

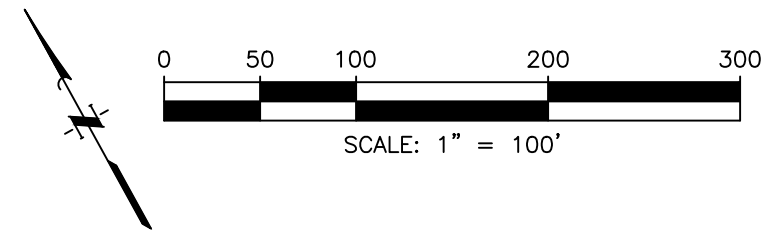
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— SS —	PROPOSED STORM SEWER
— W —	PROPOSED WATER
— OHE —	EXISTING OVERHEAD ELECTRIC
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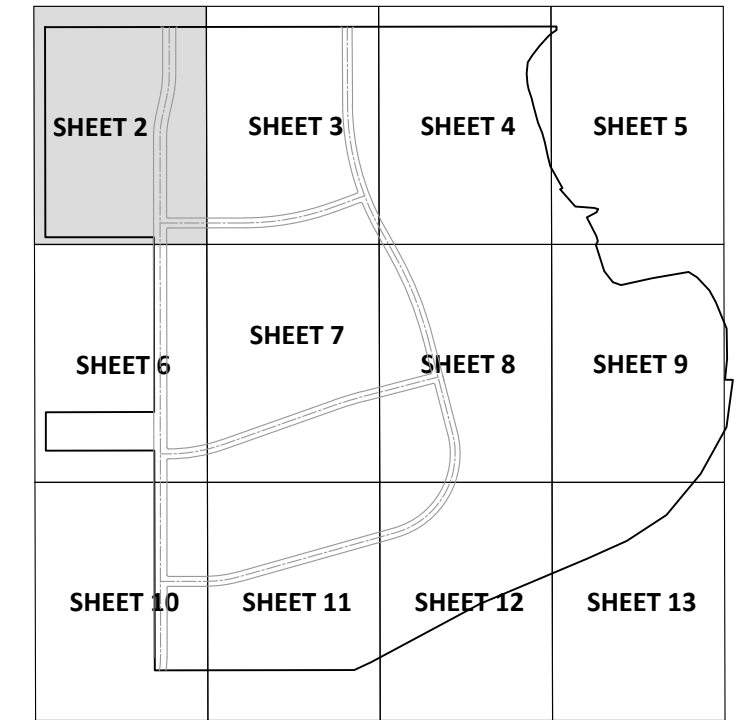


CONDITIONALLY APPROVED
OCTOBER 05, 2022
PLANNING COMMISSION

MASTER PRELIMINARY PLAT
OF
OSO CREEK CORNER

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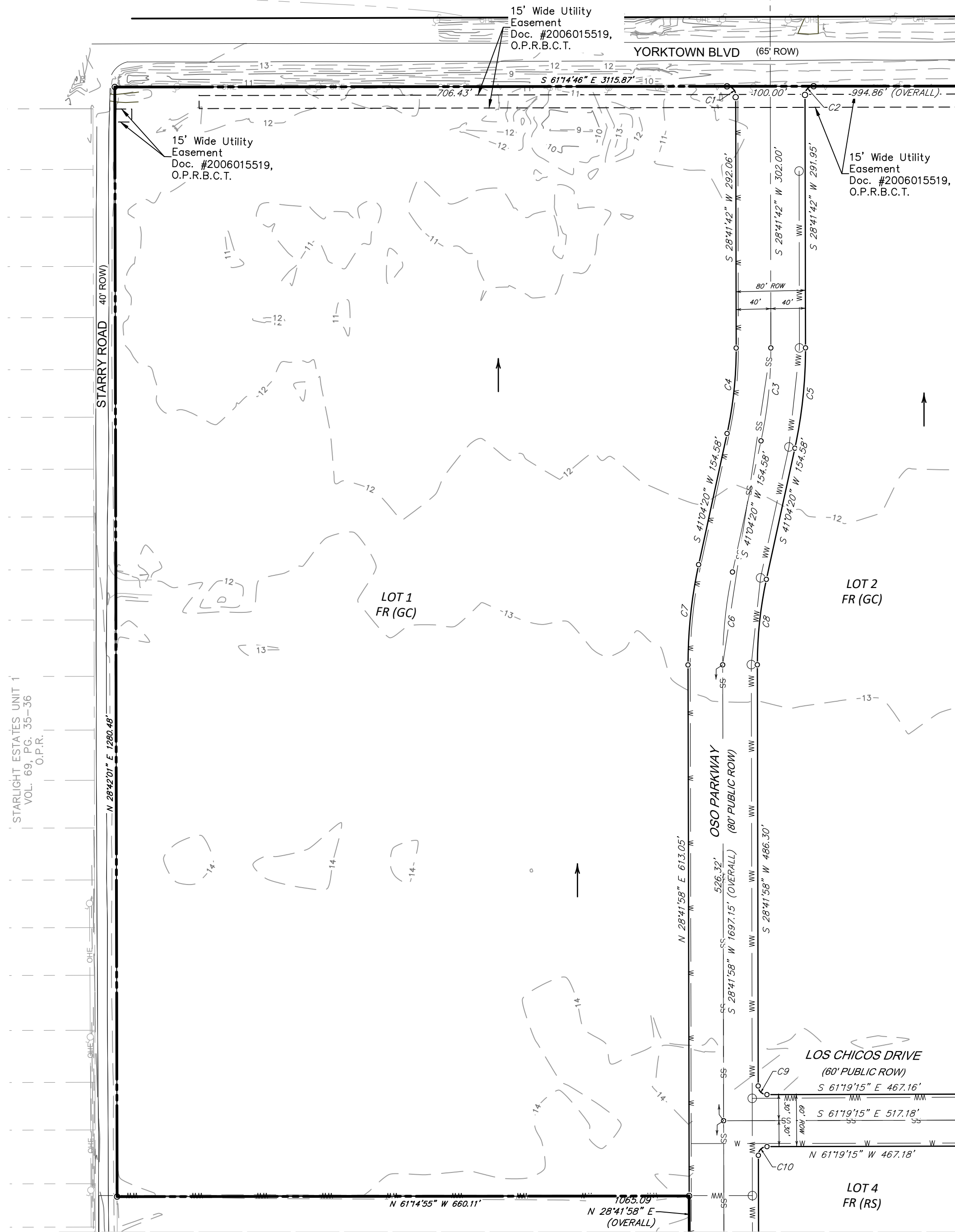


KEY MAP
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LEGEND

OPRNC	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



STARLIGHT ESTATES UNIT 1
VOL. 69, PG. 35-36
O.P.R.

SEE SHEET 13 FOR LINE
AND CURVE TABLES

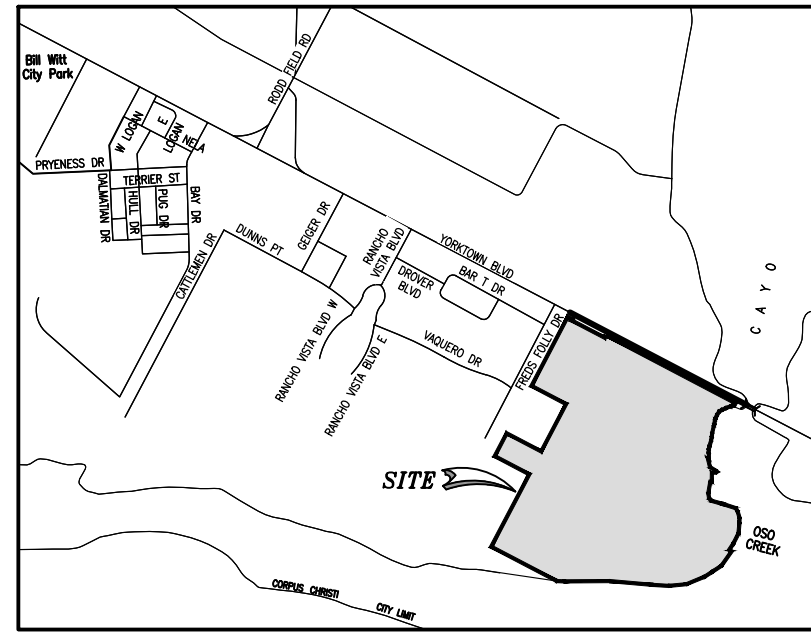
MATCH LINE ~ SEE SHEET 5

SHEET 2 OF 13

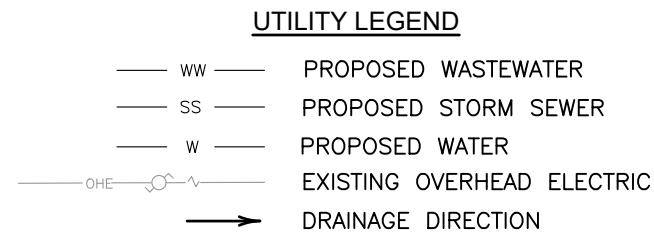
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QUIDDITY ENGINEERING Job No. S0870-0123-00

Date: Sep-21, 2022, 5:19pm User ID: JMS
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LOCATION MAP
SCALE: 1" = 3000'

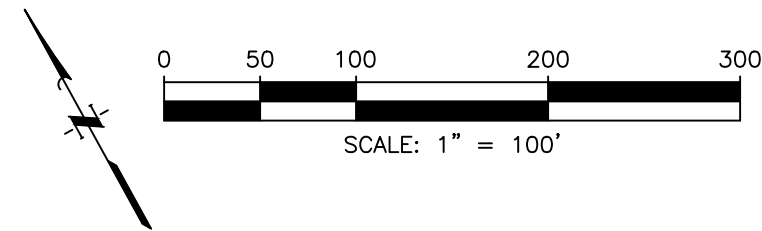


CIVIL ENGINEER & LAND SURVEYOR



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4350 Lockhill-Seima Road, Suite 100 • San Antonio, Texas 78249 • 210.494.5511

CONTACT: Joseph E. York V, PE
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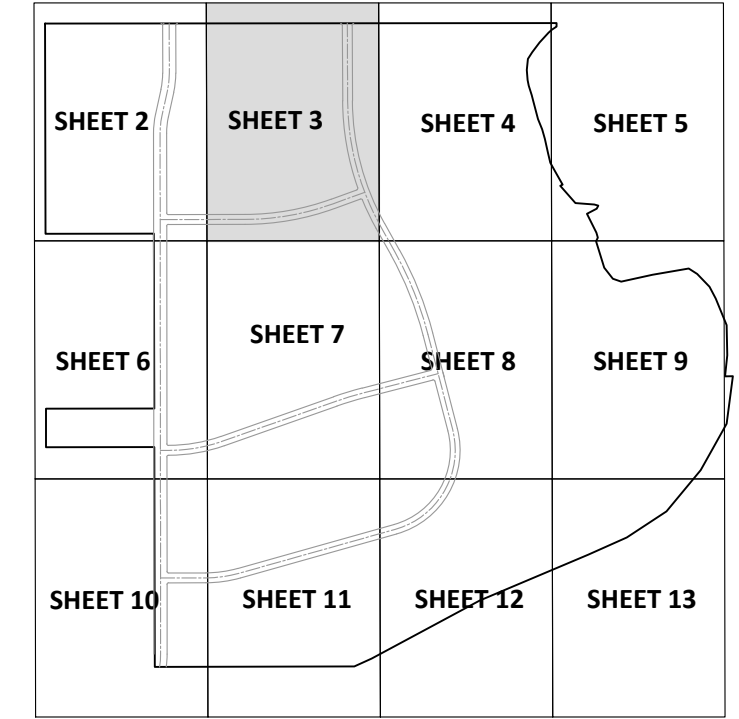


CONDITIONALLY APPROVED
OCTOBER 05, 2022
PLANNING COMMISSION

MASTER PRELIMINARY PLAT
OF
OSO CREEK CORNER

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DATE OF PRINT: September 21, 2022



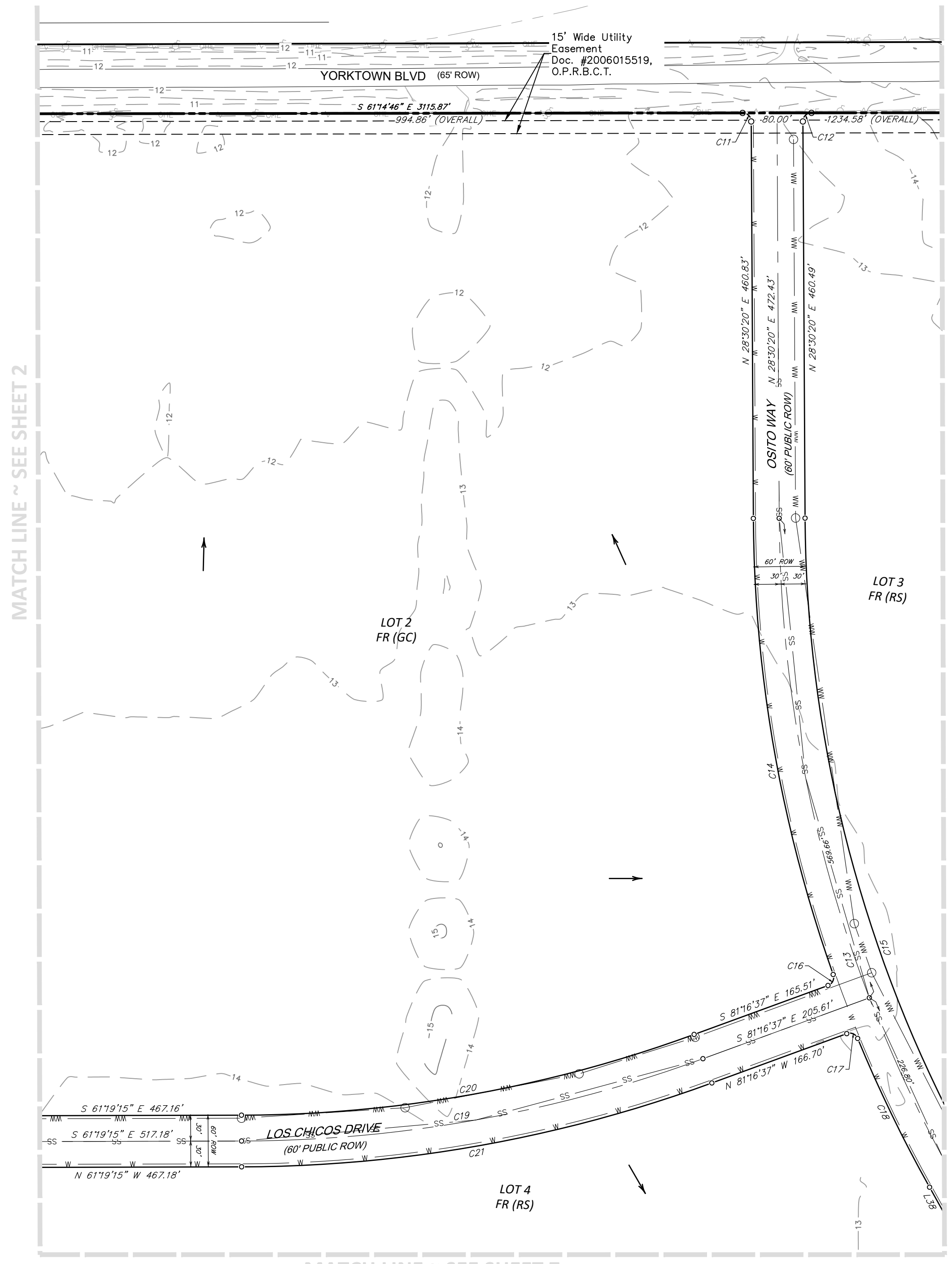
KEY MAP

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.
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6. THE TOTAL PLATTED AREA CONTAINS 272.856 ACRES OF LAND INCLUDING STREET DEDICATION.
7. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, PANEL 4835C0540G, DATED OCTOBER 13, 2022, A PORTION THIS TRACT IS LOCATED IN ZONE "AE" AND ZONE "X".
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YR	-----	YARD REQUIREMENT (SEE NOTE 5)
UE	-----	UTILITY EASEMENT
DE	-----	DRAINAGE EASEMENT



MATCH LINE ~ SEE SHEET 2

MATCH LINE ~ SEE SHEET 4

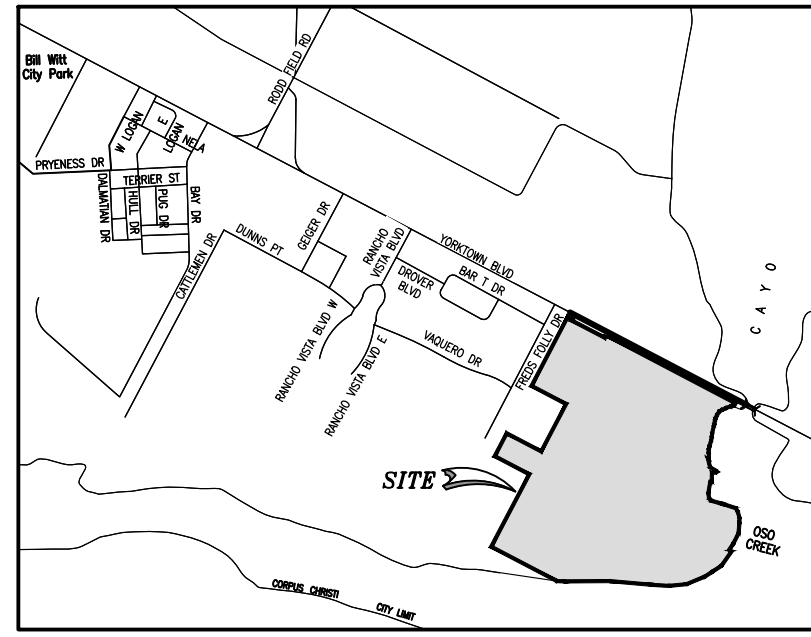
SEE SHEET 13 FOR LINE AND CURVE TABLES

MATCH LINE ~ SEE SHEET 7

SHEET 3 OF 13

QUIDDITY ENGINEERING Job No. S0870-0123-00

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File: K:\S0870\S0870-0123-00\Yorktown\2 Design Phase\CAD\Plotting\S0870-0123-00 OSO CREEK Plat.dwg



LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

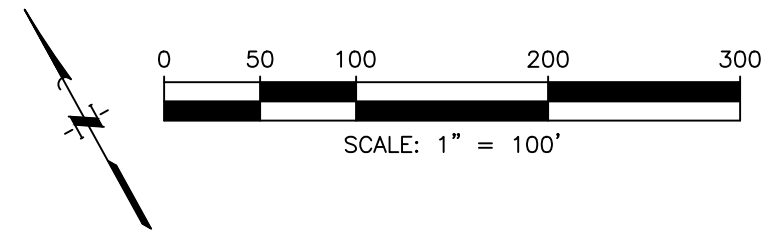
— ww —	PROPOSED WASTEWATER
— ss —	PROPOSED STORM SEWER
— w —	PROPOSED WATER
— OHE —	EXISTING OVERHEAD ELECTRIC
→	DRAINAGE DIRECTION

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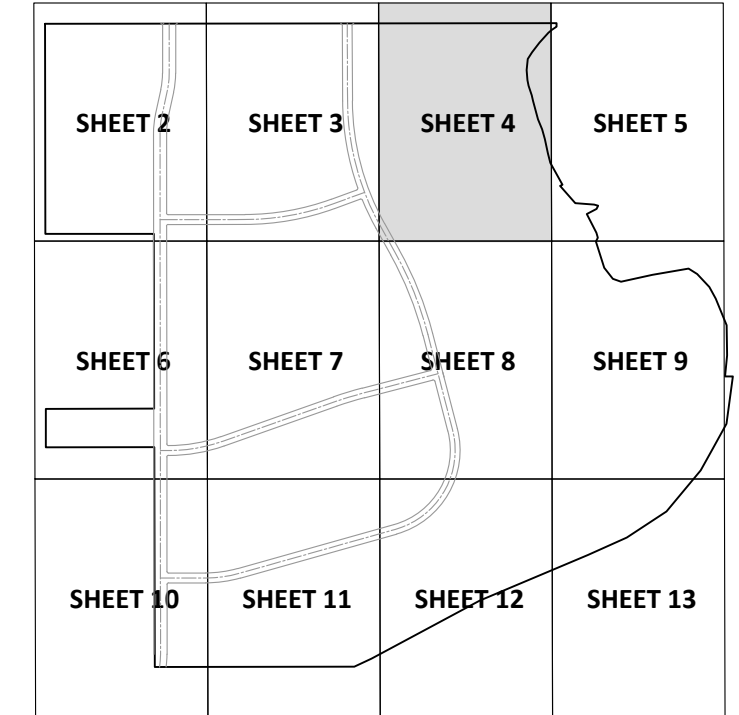


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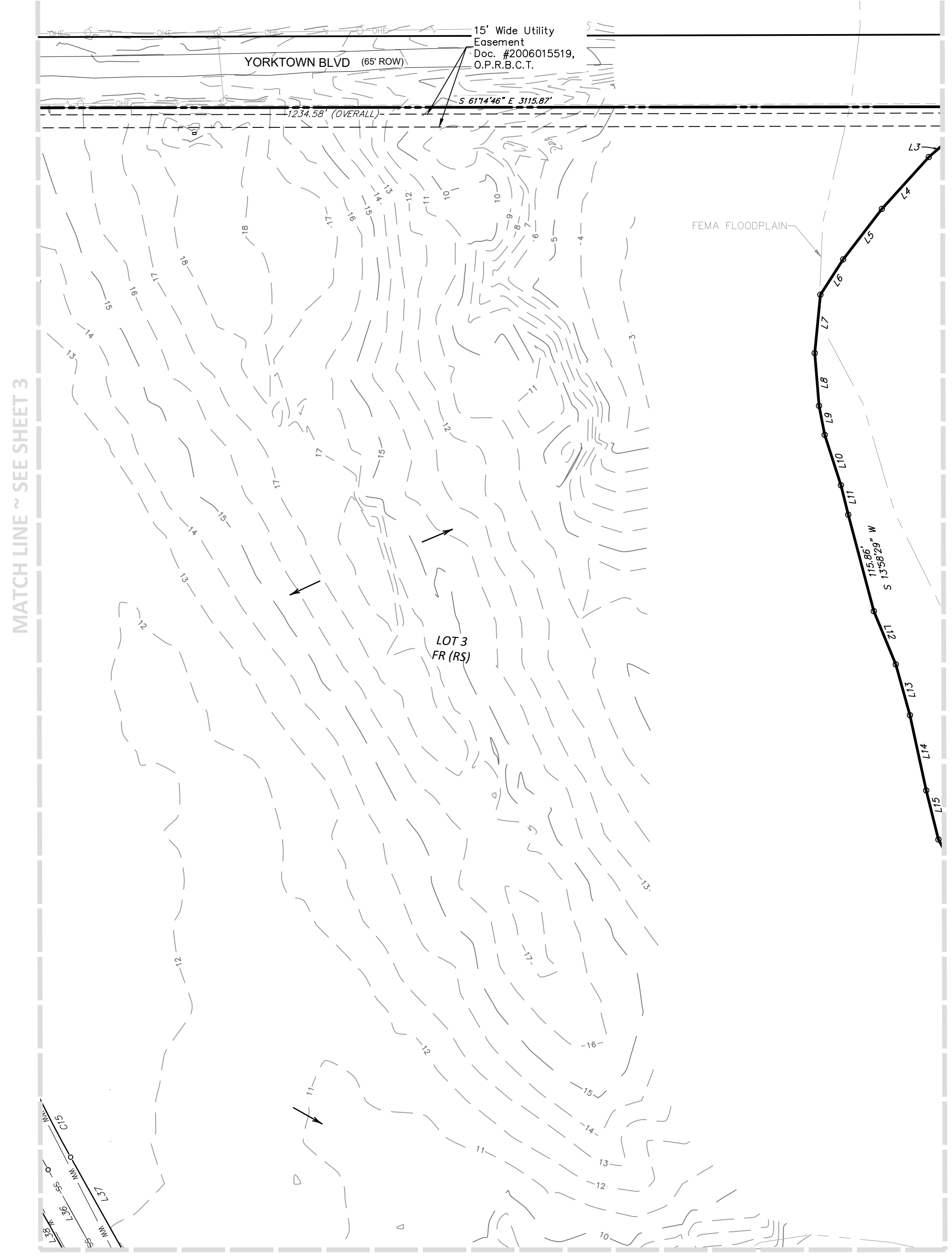


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YR	YARD REQUIREMENT (SEE NOTE 5)
UE	UTILITY EASEMENT
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MATCH LINE ~ SEE SHEET 3

MATCH LINE ~ SEE SHEET 5

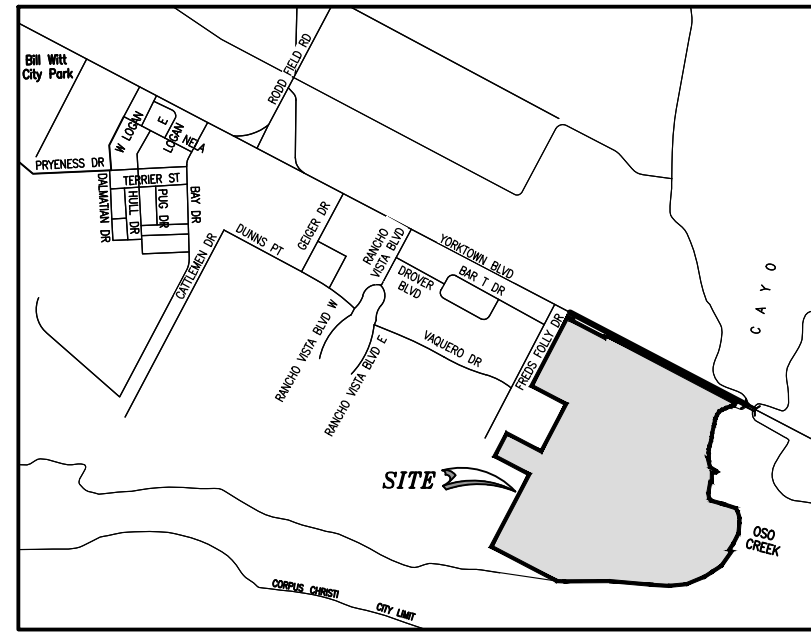
SEE SHEET 13 FOR LINE AND CURVE TABLES

MATCH LINE ~ SEE SHEET 8

SHEET 4 OF 13

QUIDDITY ENGINEERING Job No. S0870-0123-00

Date: Sep-21, 2022, 5:19pm User: JWS File: K:\S0870\S0870-0123-00\Yorktown\2 Design Phase\CAD\Plotting\S0870-0123-00 OSO CREEK Plat.dwg



LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

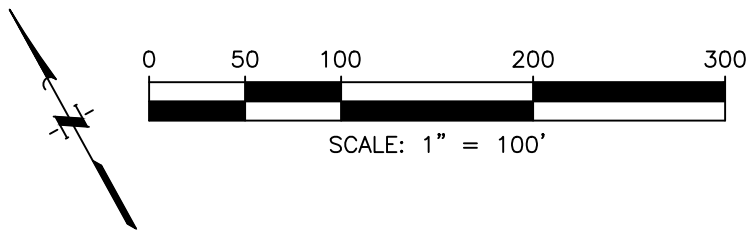
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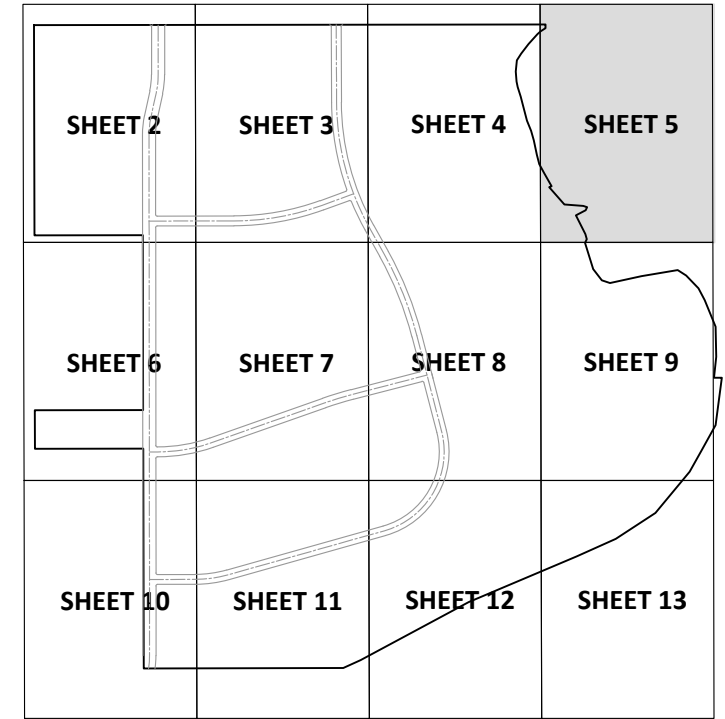


CONDITIONALLY APPROVED
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DATE OF PRINT: September 21, 2022



KEY MAP

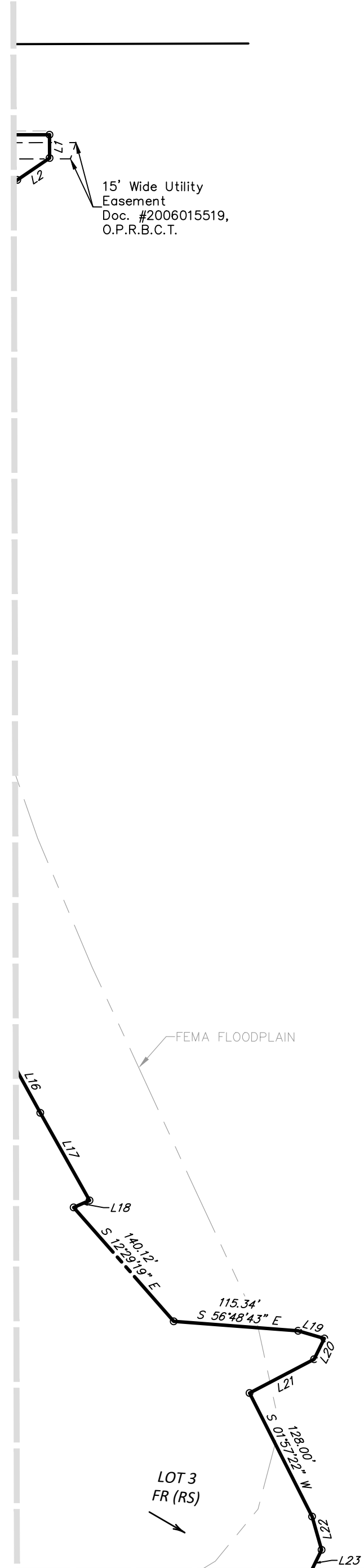
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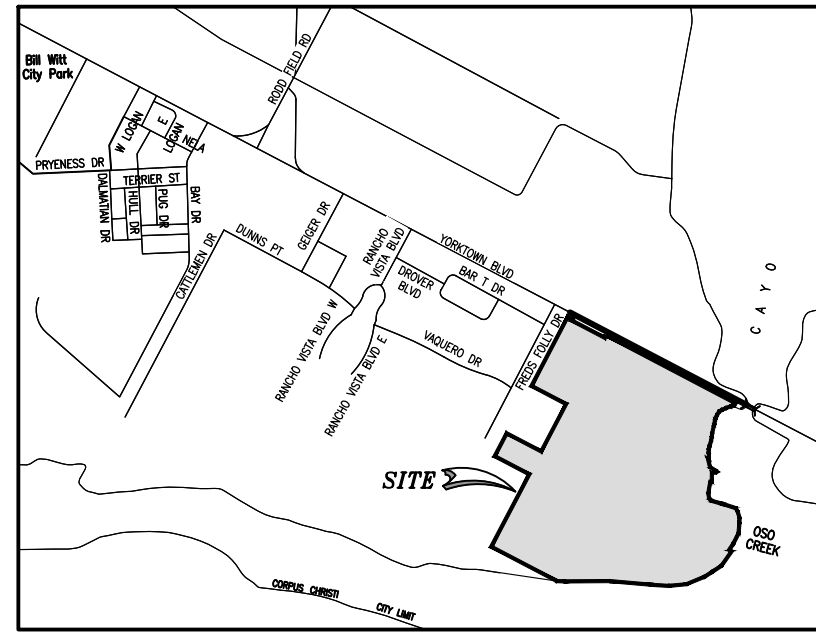
MATCH LINE ~ SEE SHEET 4



SEE SHEET 13 FOR LINE AND CURVE TABLES

MATCH LINE ~ SEE SHEET 9

SHEET 5 OF 13



LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

— WW —	PROPOSED WASTEWATER
— SS —	PROPOSED STORM SEWER
— W —	PROPOSED WATER
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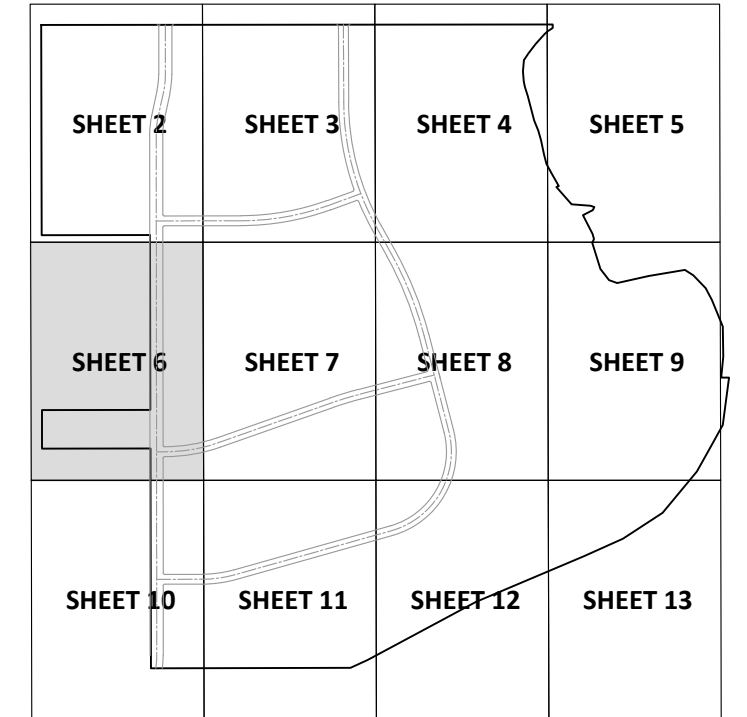
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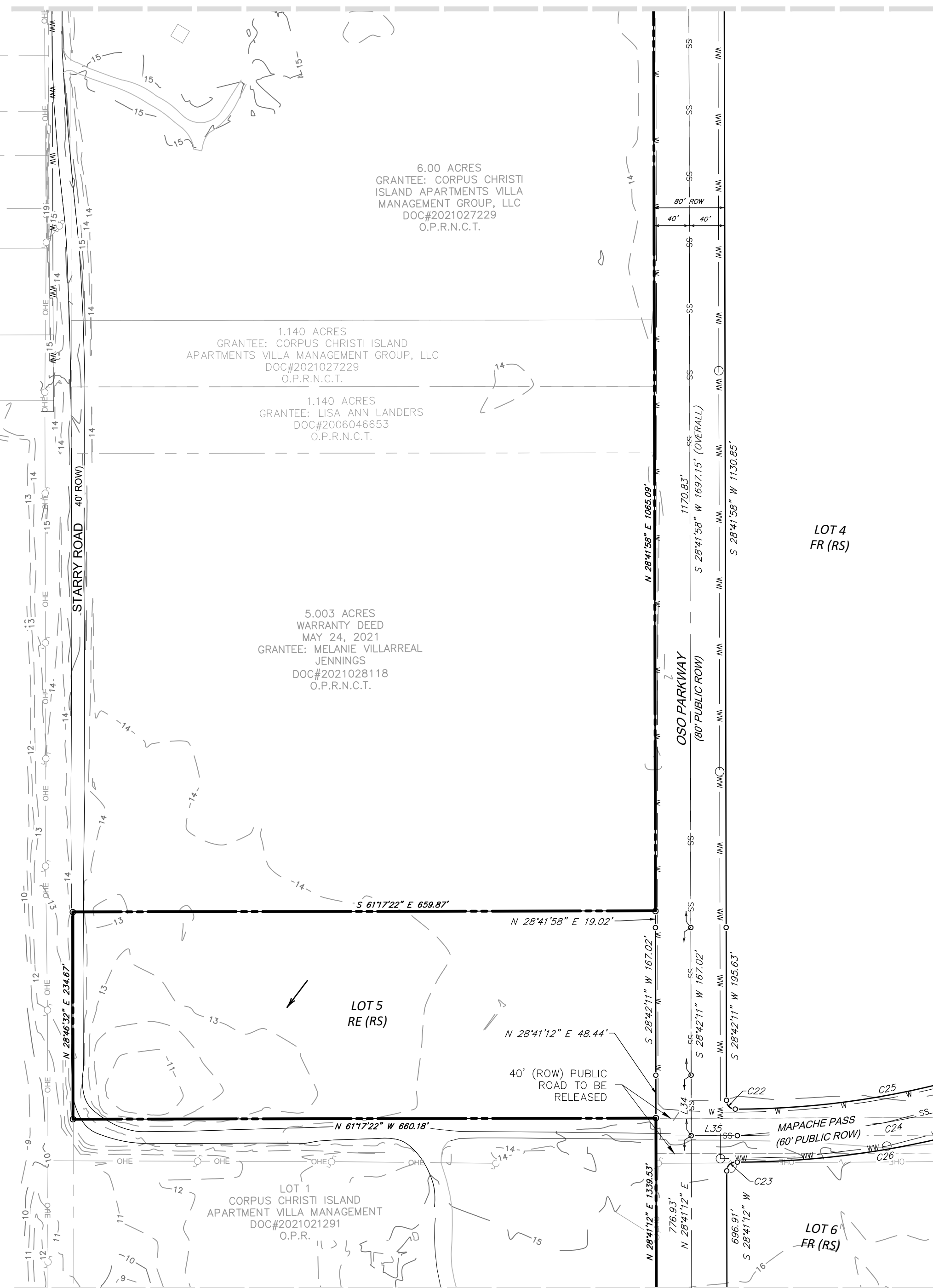


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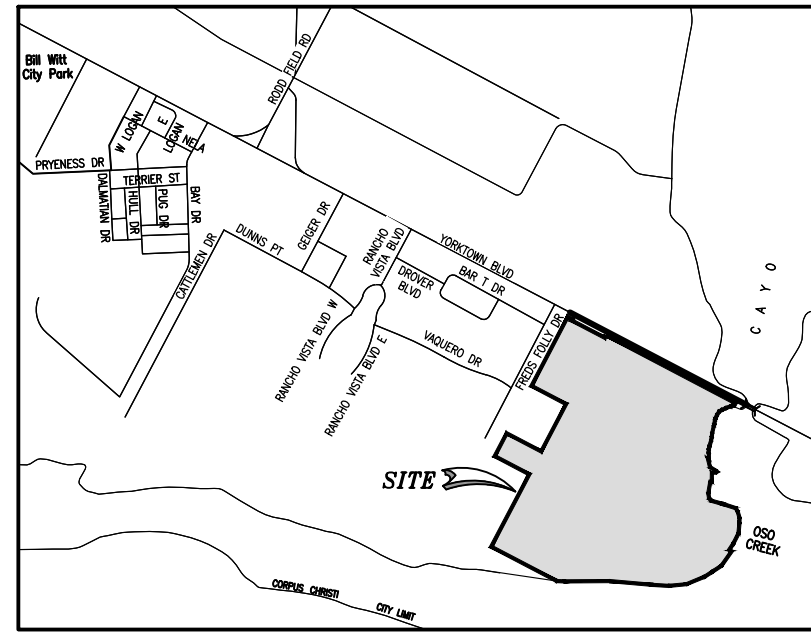
MATCH LINE ~ SEE SHEET 10

SHEET 6 OF 13

MATCH LINE ~ SEE SHEET 7

QUIDDITY ENGINEERING Job No. S0870-0123-00

Date: Sep-21, 2022, 5:19pm User ID: JMS
File: K:\S0870\S0870-0123-00\Taskwork\2 Design Phase\CAD\Plotting\S0870-0123-00 OSO CREEK Plat.dwg



LOCATION MAP
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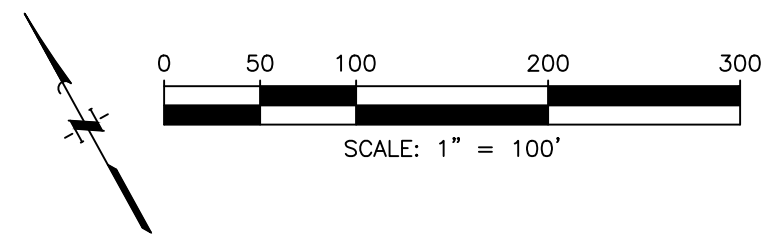
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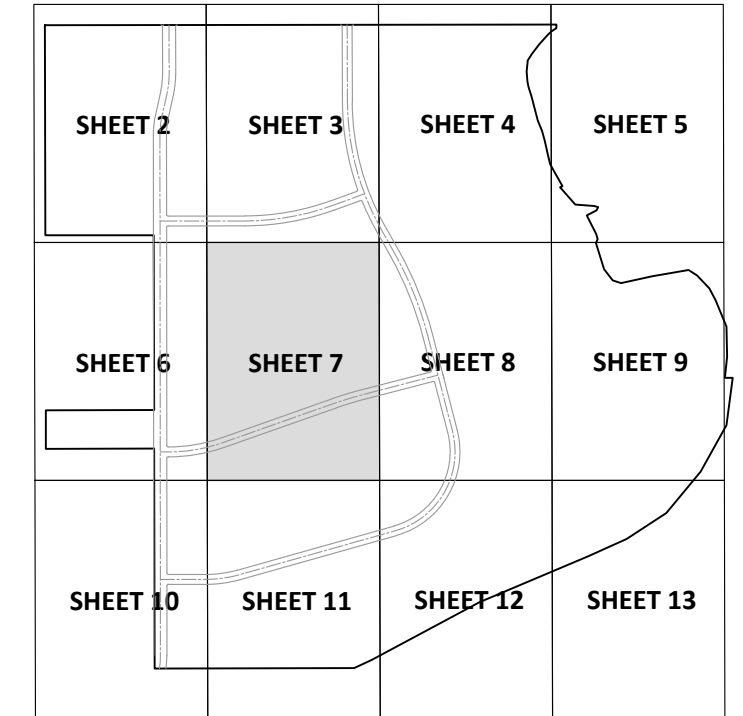


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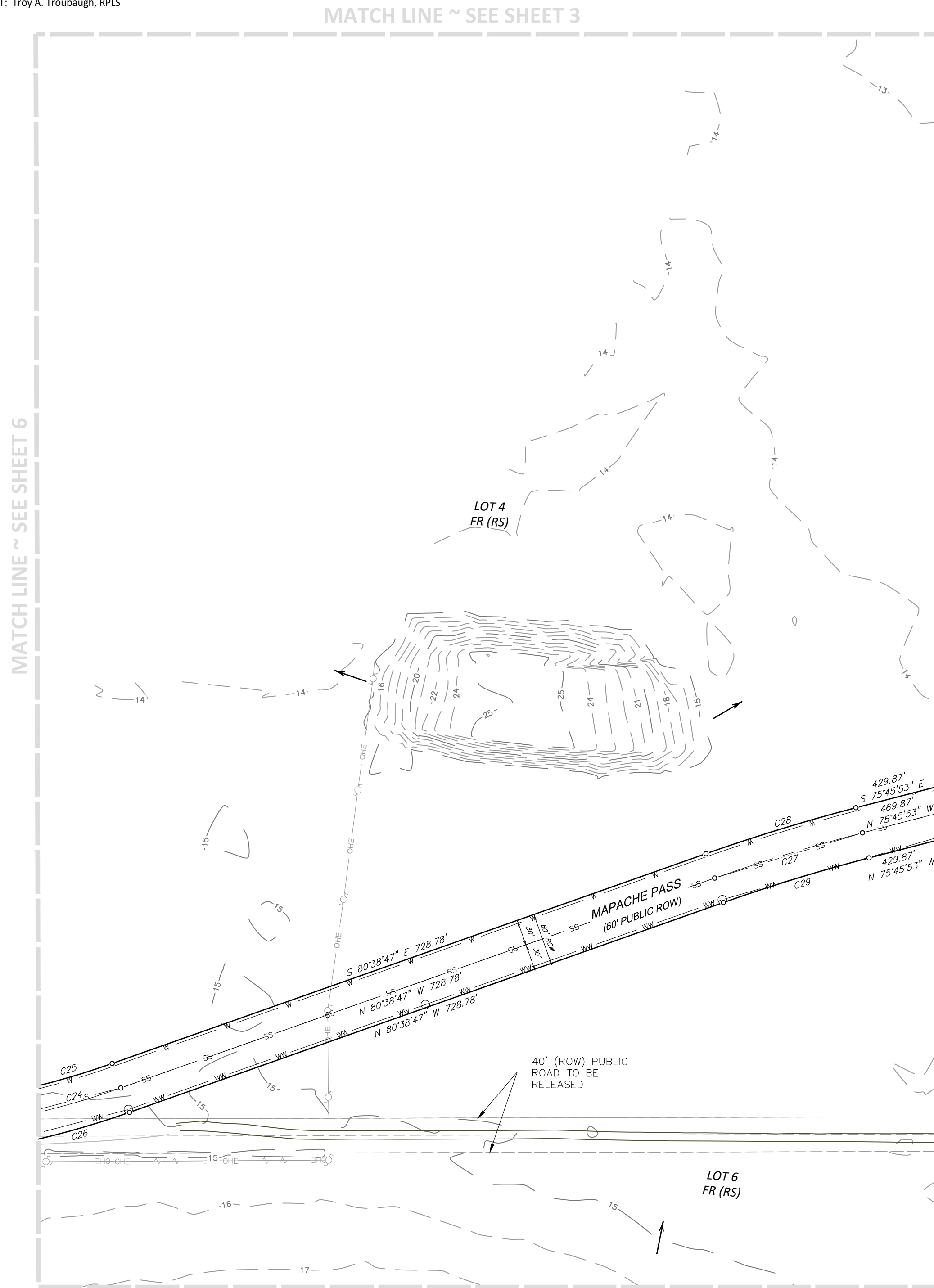
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UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT

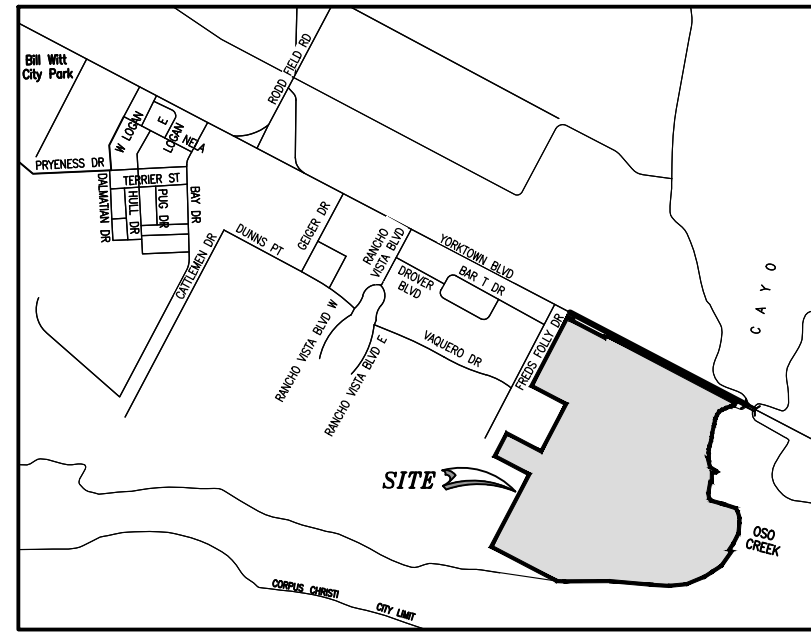


SEE SHEET 13 FOR LINE AND CURVE TABLES

MATCH LINE ~ SEE SHEET 11

SHEET 7 OF 13

QUIDDITY ENGINEERING Job No. S0870-0123-00



LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

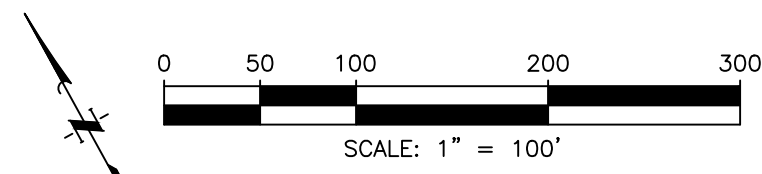
— ww —	PROPOSED WASTEWATER
— ss —	PROPOSED STORM SEWER
— w —	PROPOSED WATER
— OHE —	EXISTING OVERHEAD ELECTRIC
→	DRAINAGE DIRECTION

CIVIL ENGINEER & LAND SURVEYOR



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

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

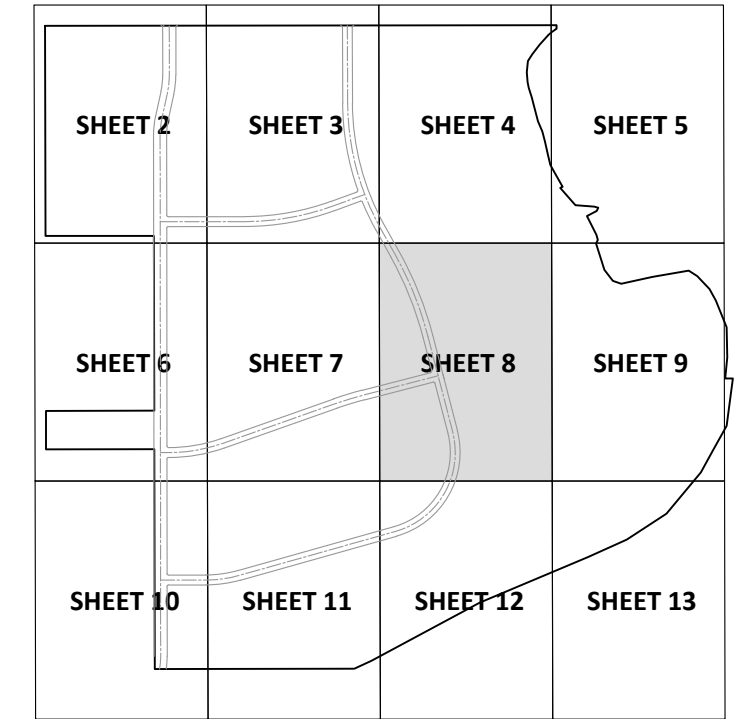


CONDITIONALLY APPROVED
OCTOBER 05, 2022
PLANNING COMMISSION

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



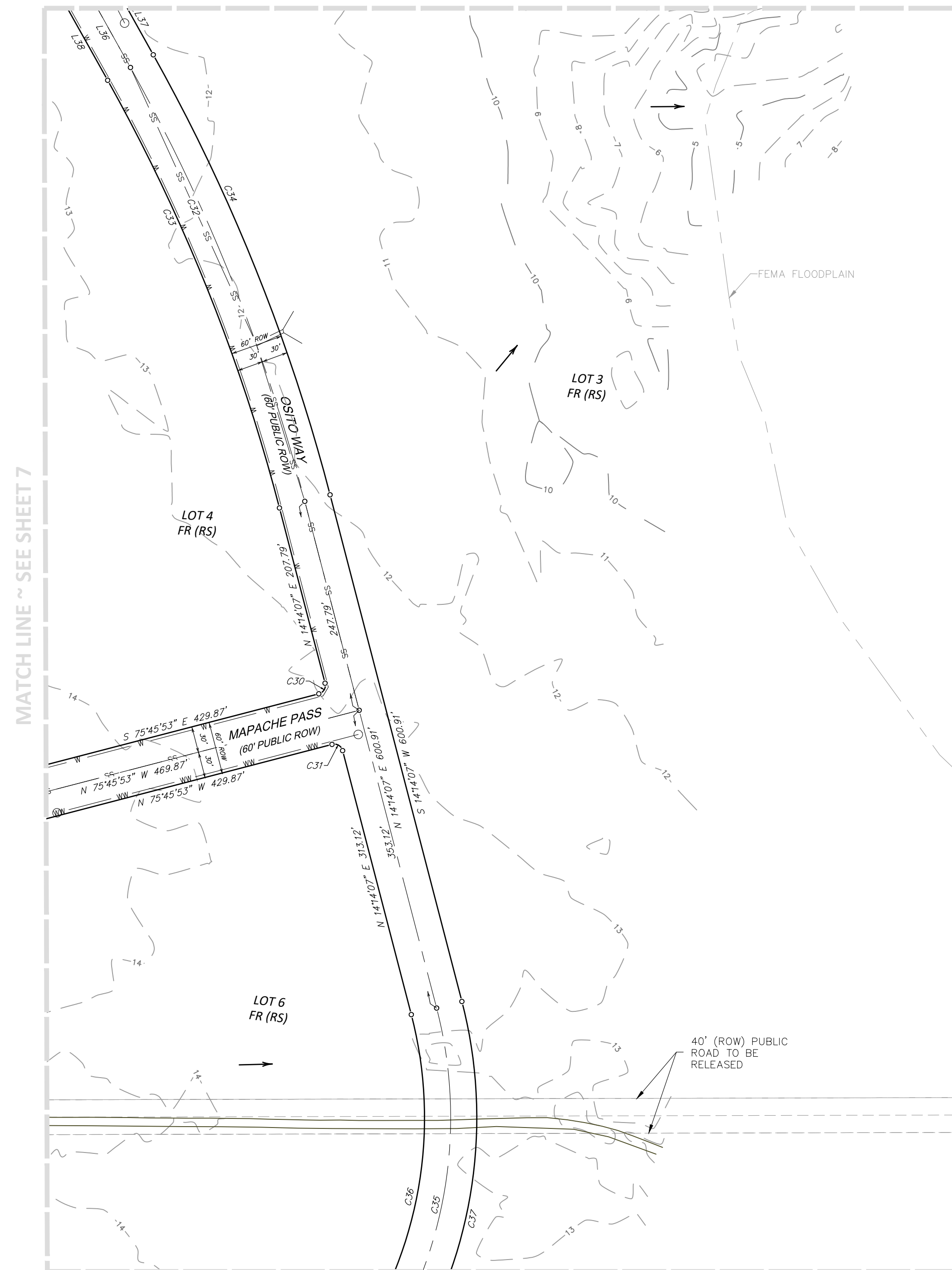
KEY MAP

GENERAL NOTES

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YR	YARD REQUIREMENT (SEE NOTE 5)
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT



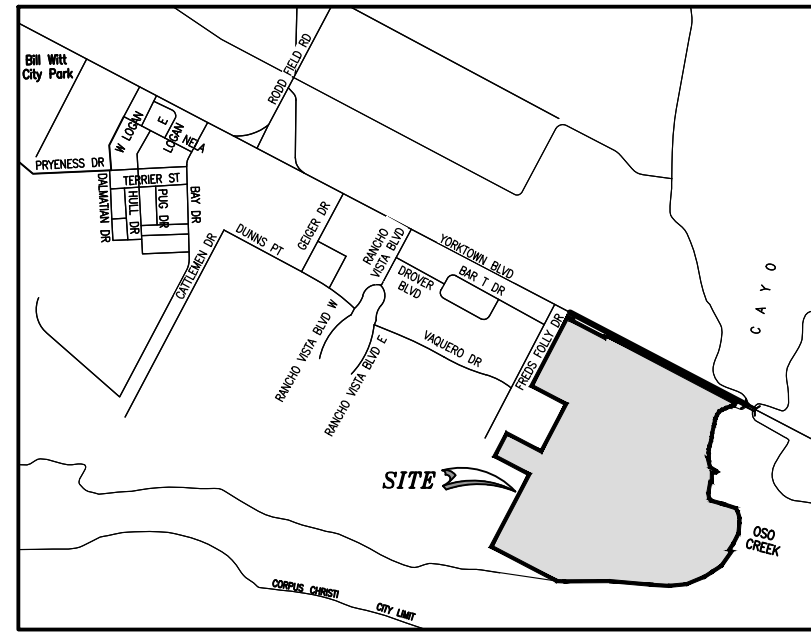
MATCH LINE ~ SEE SHEET 7

MATCH LINE ~ SEE SHEET 4

MATCH LINE ~ SEE SHEET 12

MATCH LINE ~ SEE SHEET 9

SEE SHEET 13 FOR LINE AND CURVE TABLES



LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

— ww —	PROPOSED WASTEWATER
— ss —	PROPOSED STORM SEWER
— w —	PROPOSED WATER
— OHE —	EXISTING OVERHEAD ELECTRIC
→	DRAINAGE DIRECTION

CIVIL ENGINEER & LAND SURVEYOR



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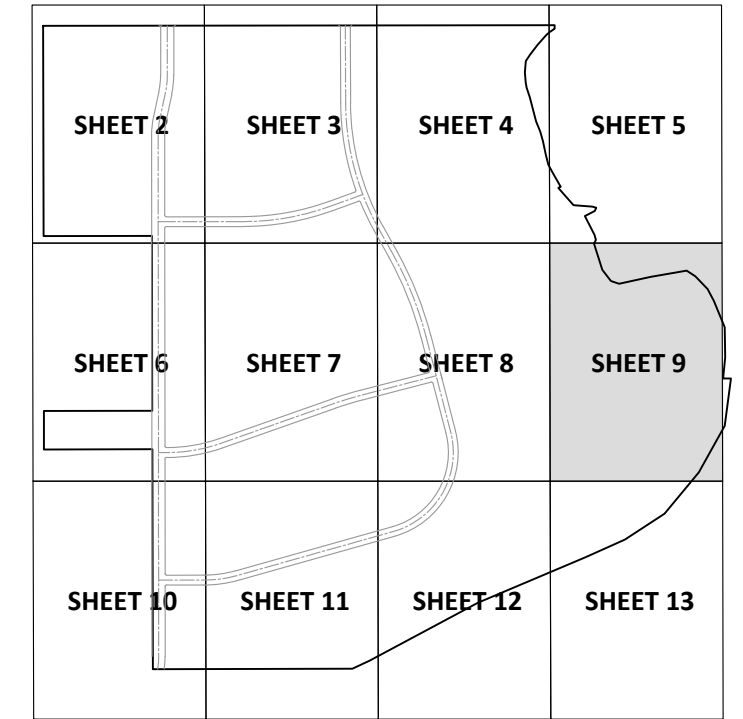
CONTACT: Joseph E. York V, PE
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DATE OF PRINT: September 21, 2022



KEY MAP

GENERAL NOTES

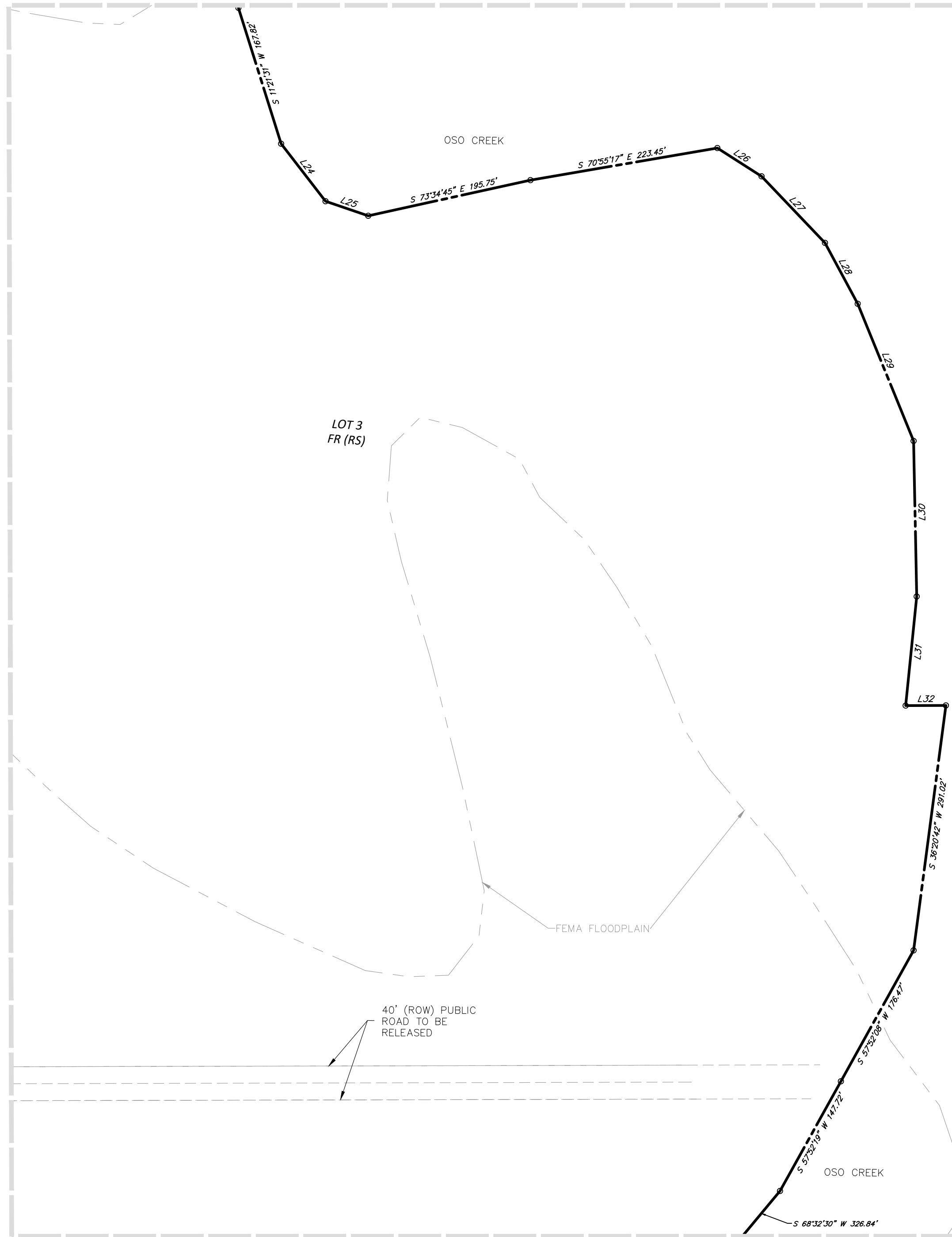
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LEGEND

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"FPK"	FOUND PK-NAIL
YR	YARD REQUIREMENT (SEE NOTE 5)
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT

MATCH LINE ~ SEE SHEET 8

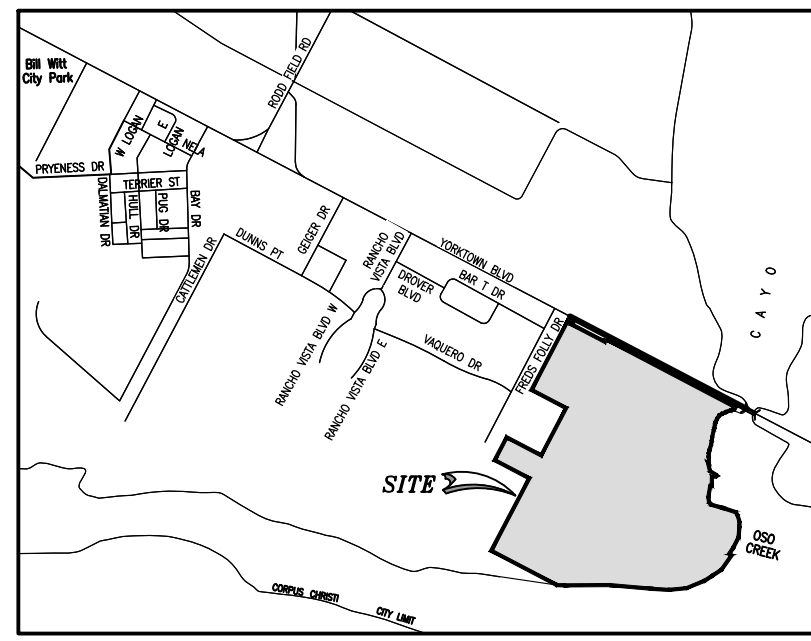
MATCH LINE ~ SEE SHEET 5



SEE SHEET 13 FOR LINE AND CURVE TABLES

MATCH LINE ~ SEE SHEET 13

SHEET 9 OF 13



LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

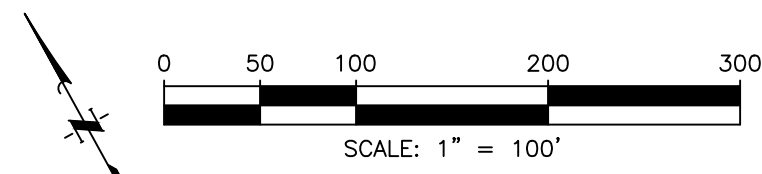
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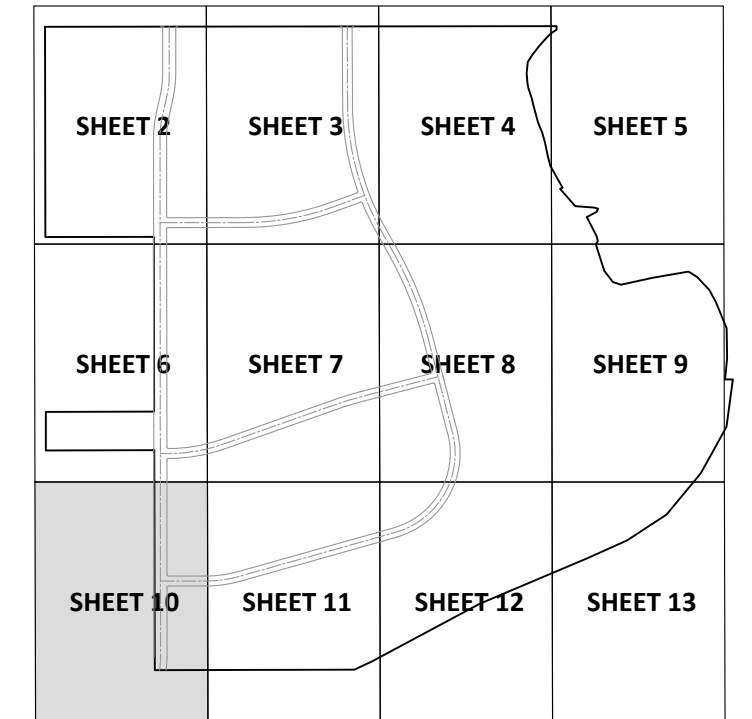


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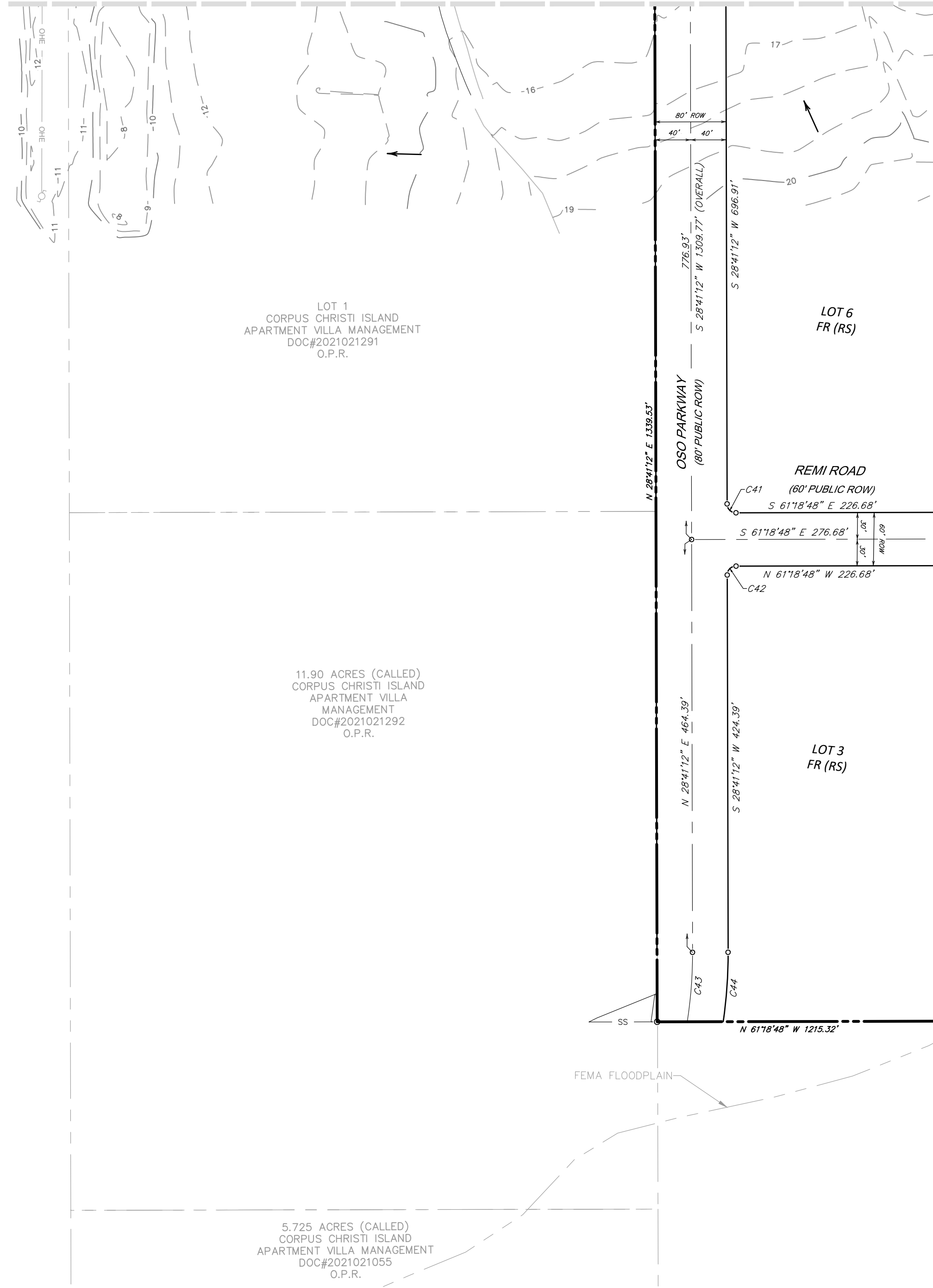


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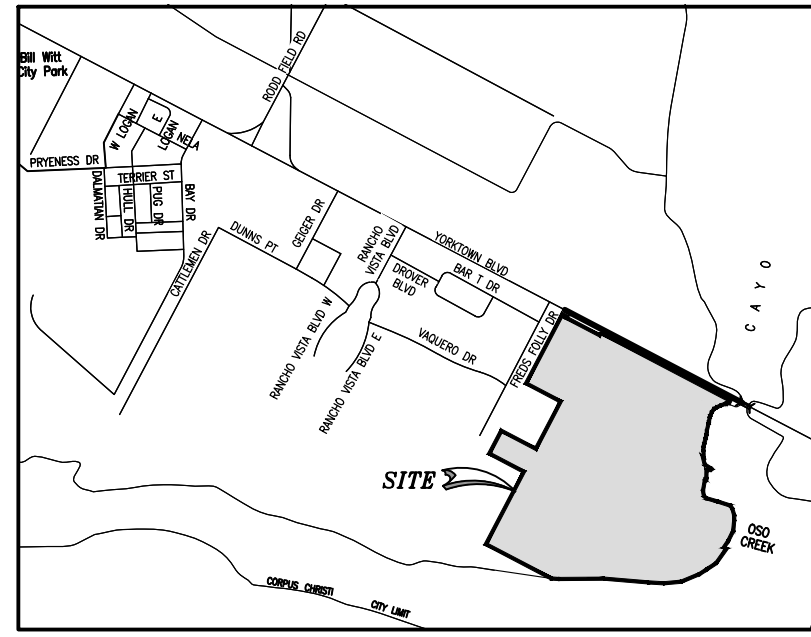
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YR	YARD REQUIREMENT (SEE NOTE 5)
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT



SEE SHEET 13 FOR LINE AND CURVE TABLES

SHEET 10 OF 13



LOCATION MAP
SCALE: 1" = 3000'

UTILITY LEGEND

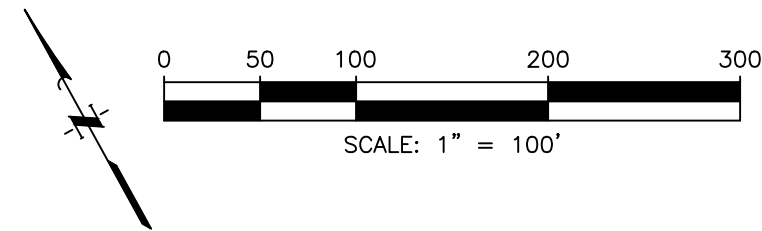
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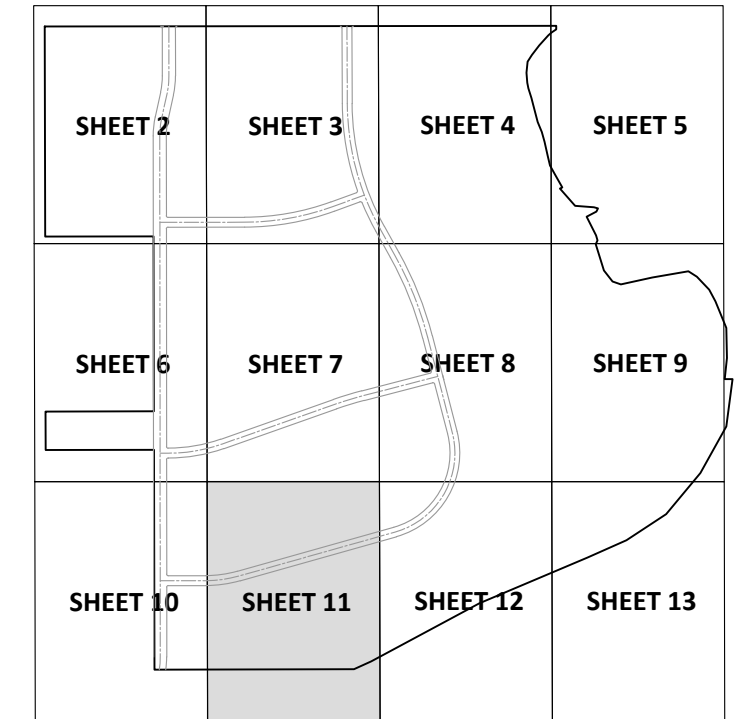


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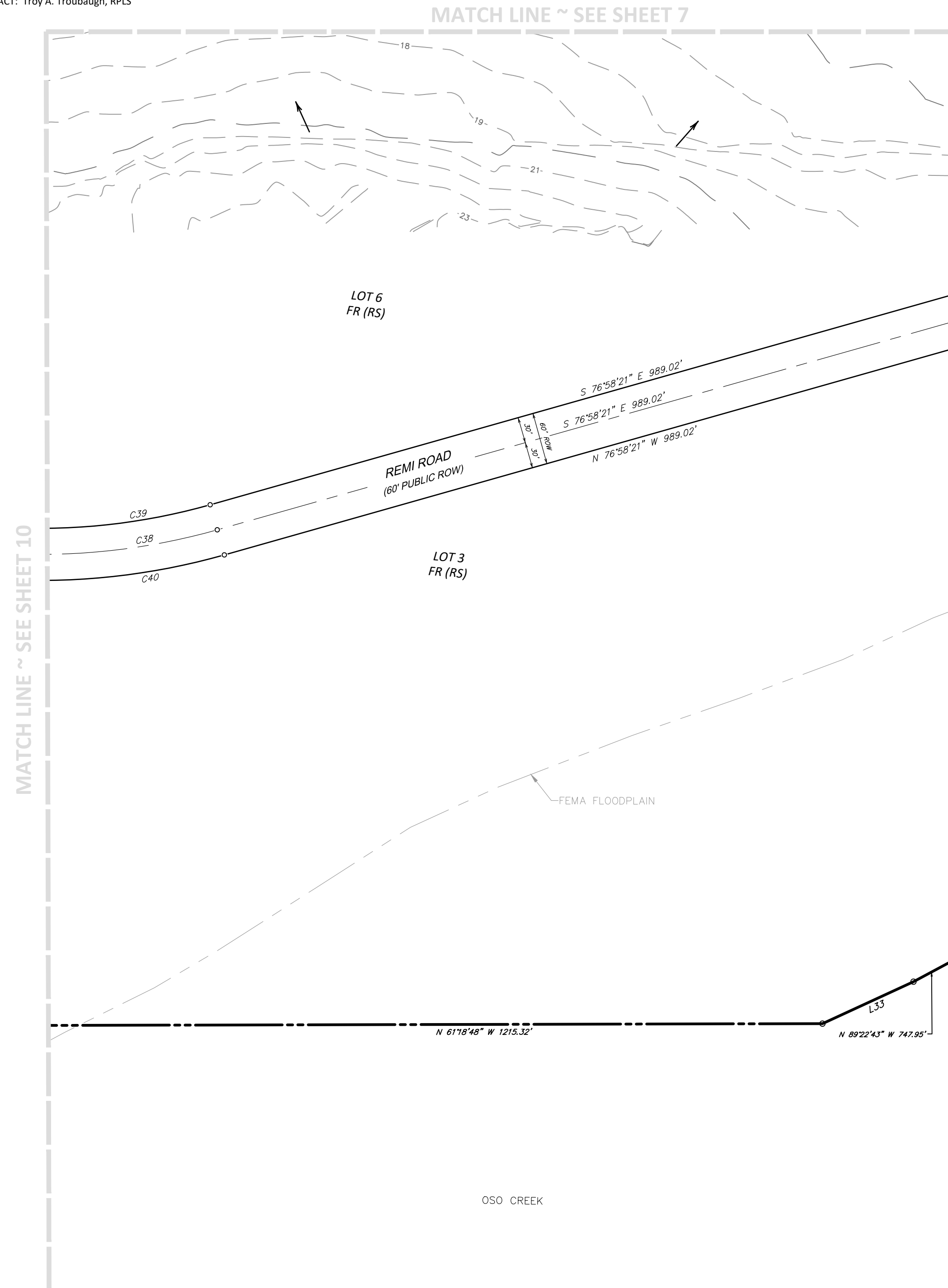


KEY MAP
GENERAL NOTES

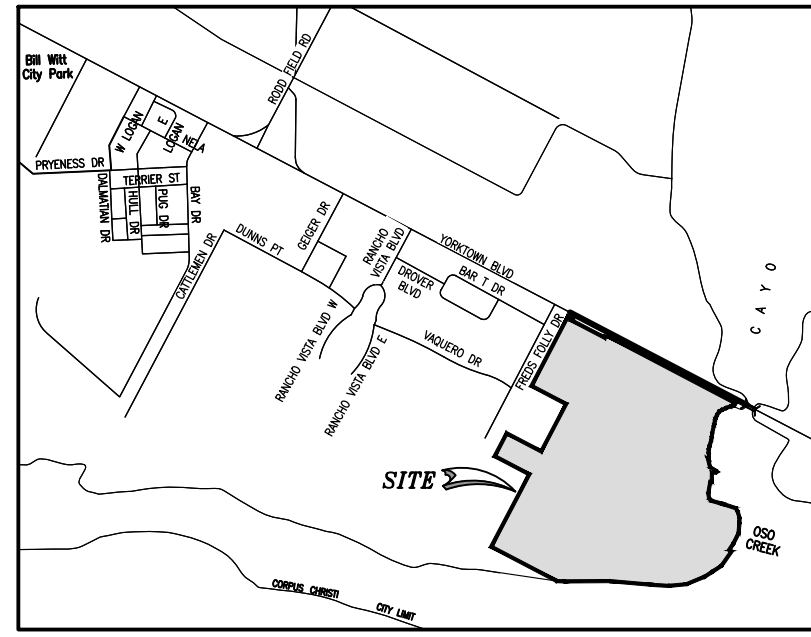
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LOCATION MAP
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UTILITY LEGEND

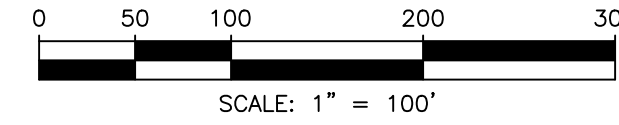
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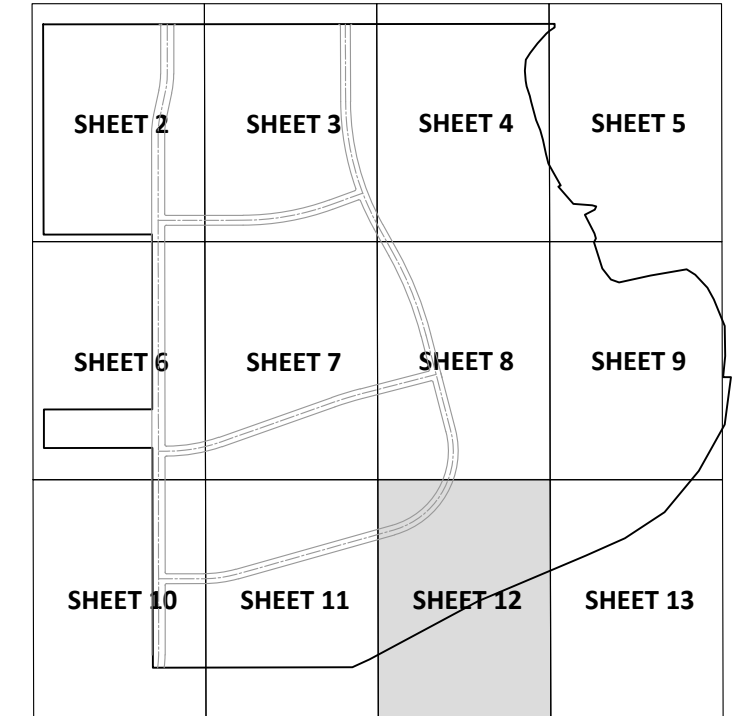


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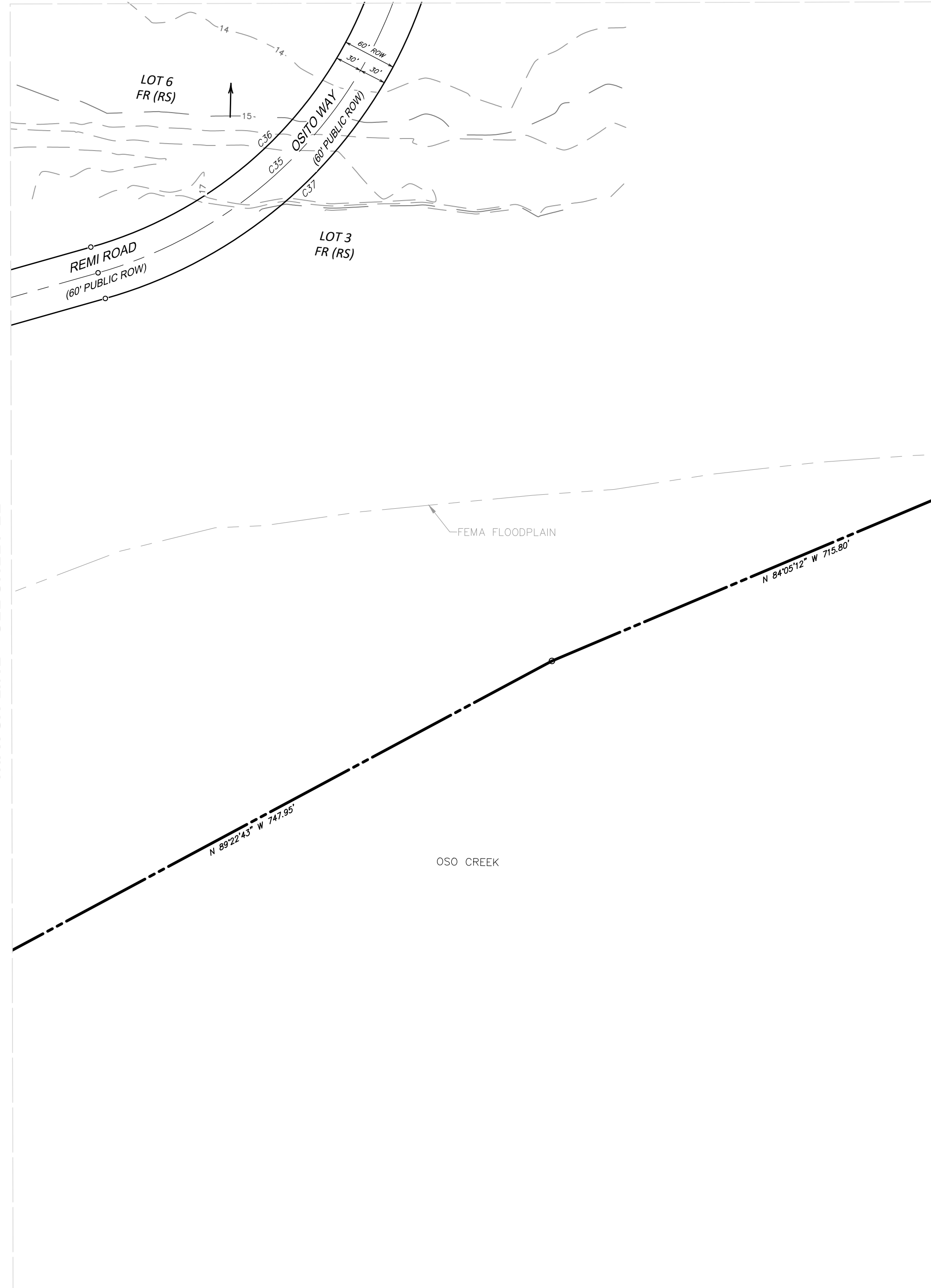
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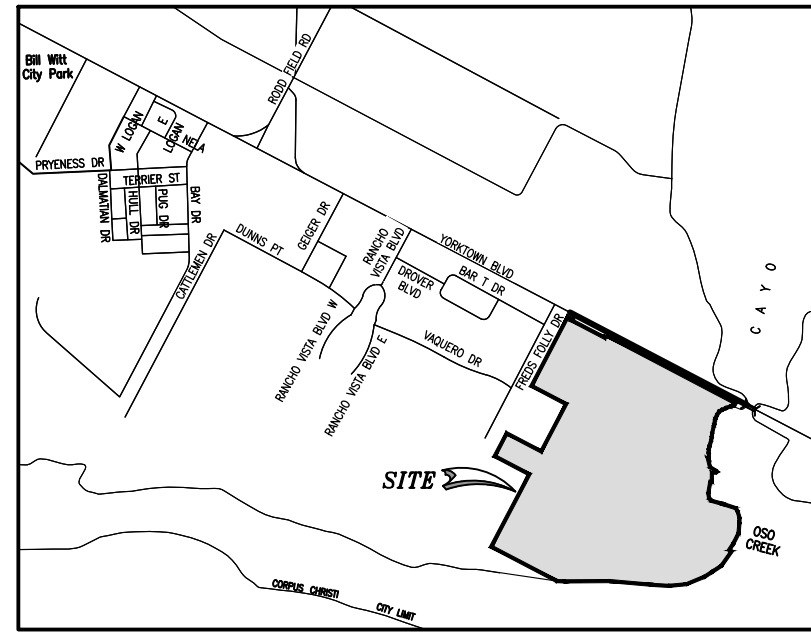
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MATCH LINE ~ SEE SHEET 11

MATCH LINE ~ SEE SHEET 13

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LOCATION MAP
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UTILITY LEGEND

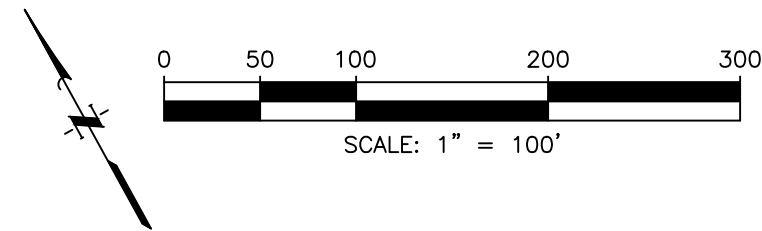
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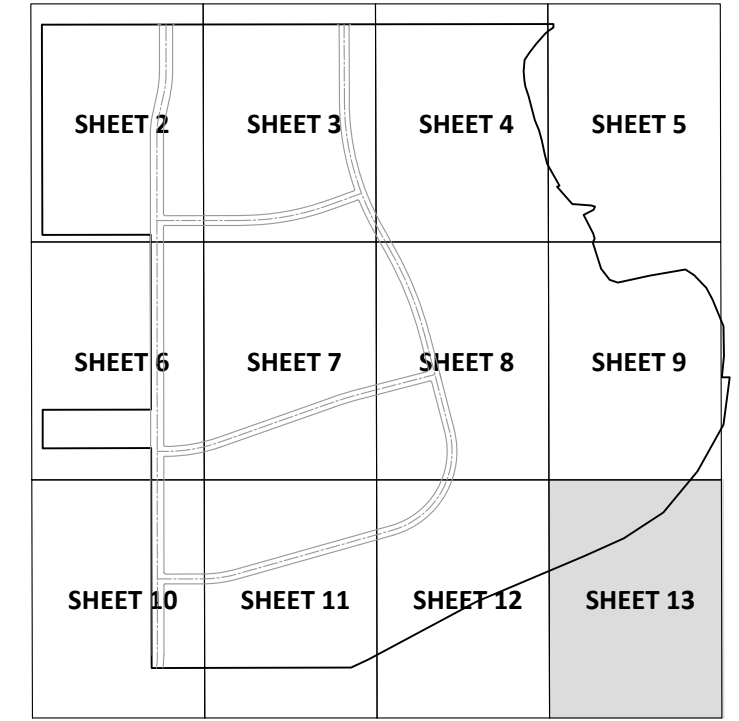


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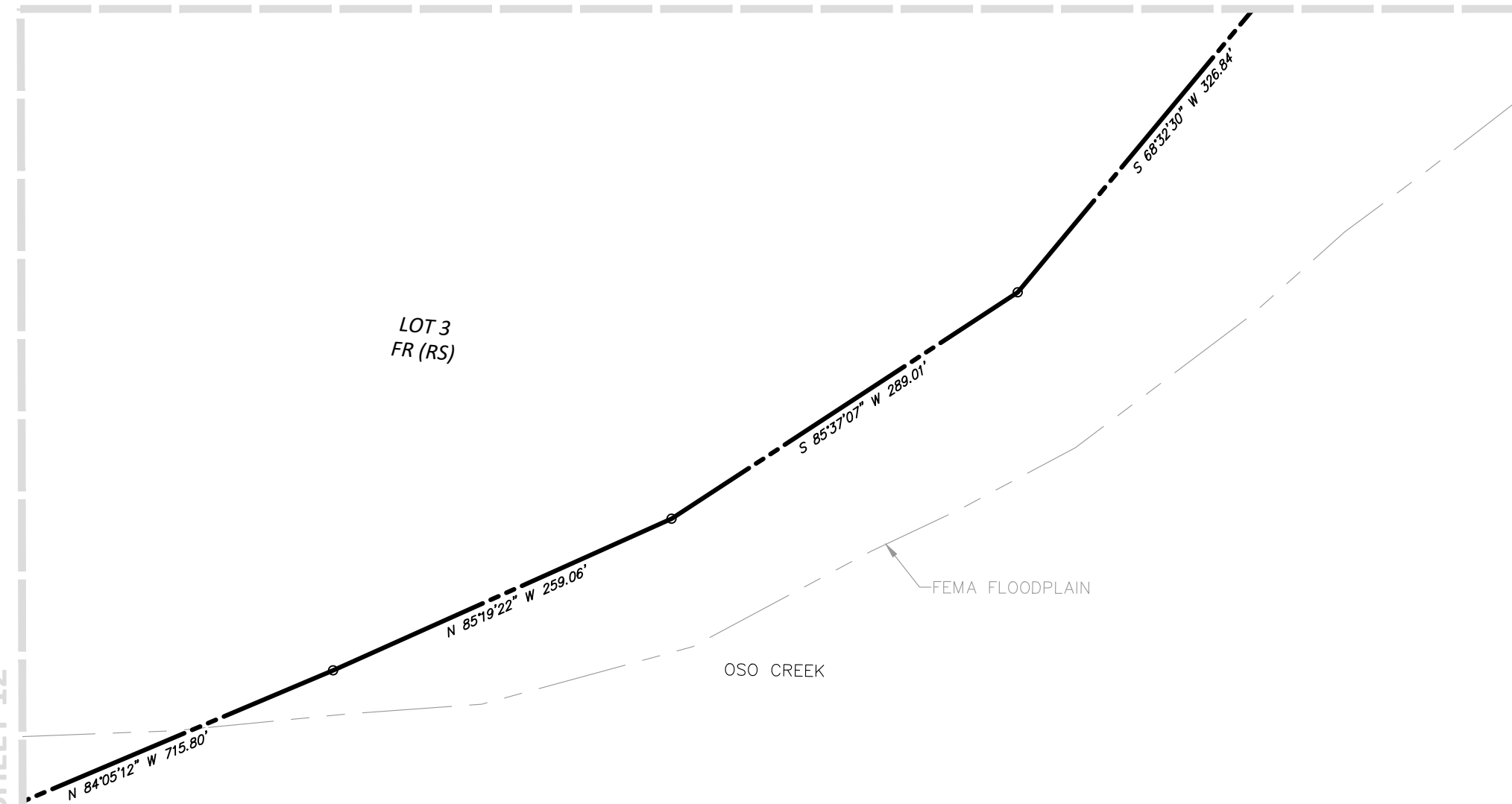


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GENERAL NOTES

- TOTAL NUMBER OF BUILDABLE LOTS: 6
- 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.
- 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.
- ALL ELEVATIONS SHOWN HEREON ARE NAVD'88 DATUM, AS DETERMINED BY GPS OBSERVATION.
- THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- THE TOTAL PLATTED AREA CONTAINS 272.856 ACRES OF LAND INCLUDING STREET DEDICATION.
- 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".
- ACCORDING TO THE NATIONAL WETLANDS INVENTORY, POTENTIAL WETLANDS EXIST ON SITE.
- WATER, WASTEWATER LOT/ACREAGE AND PARK FEES SHALL BE PAID PRIOR TO RECORDATION OF THE FINAL PLAT.
- ALL UTILITY AND TEMPORARY R.O.W. EASEMENTS DEDICATED BY SEPARATE INSTRUMENT SHALL BE RECORDED AND LABELED ON THE FINAL PLAT.
- 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.

MATCH LINE ~ SEE SHEET 12



CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	10.00'	15.70'	89°56'28"	S16°16'32"E	14.13'	9.99'
C2	10.00'	15.72'	90°03'32"	S73°43'28"W	14.15'	10.01'
C3	500.00'	108.01'	12°22'39"	S34°53'01"W	107.80'	54.22'
C4	460.00'	99.37'	12°22'39"	S34°53'01"W	99.18'	49.88'
C5	540.00'	116.65'	12°22'39"	S34°53'01"W	116.43'	58.56'
C6	500.00'	107.97'	12°22'22"	S34°53'09"W	107.76'	54.20'
C7	540.00'	116.61'	12°22'22"	S34°53'09"W	116.39'	58.53'
C8	460.00'	99.34'	12°22'22"	S34°53'09"W	99.14'	49.86'
C9	10.00'	15.71'	90°01'13"	S16°18'39"E	14.14'	10.00'
C10	10.00'	15.70'	89°58'42"	S73°41'21"W	14.14'	10.00'
C11	10.00'	15.66'	89°44'50"	N16°22'05"W	14.11'	9.96'
C12	10.00'	15.75'	90°14'54"	N73°37'47"E	14.17'	10.04'
C13	1580.00'	796.45'	28°52'55"	N14°03'52"E	788.05'	406.88'
C14	1610.00'	540.11'	19°13'16"	N18°53'42"E	537.58'	272.62'
C15	1550.00'	781.33'	28°52'55"	N14°03'52"E	773.08'	399.15'
C16	10.00'	15.61'	89°26'19"	N54°00'13"E	14.07'	9.90'
C17	10.00'	15.31'	87°43'52"	N37°24'41"W	13.86'	9.61'
C18	1610.00'	191.94'	6°49'50"	N3°02'20"E	191.83'	96.08'
C19	1570.00'	546.83'	19°57'22"	S71°17'56"E	544.07'	276.21'
C20	1540.00'	536.38'	19°57'22"	S71°17'56"E	533.67'	270.93'
C21	1600.00'	557.28'	19°57'22"	N71°17'56"W	554.47'	281.49'
C22	10.00'	15.68'	89°51'30"	S16°13'34"E	14.12'	9.98'
C23	10.00'	15.73'	90°08'43"	S73°45'34"W	14.16'	10.03'
C24	985.00'	332.77'	19°21'25"	N70°58'05"W	331.19'	167.99'
C25	955.00'	324.88'	19°29'28"	S70°54'03"E	323.31'	164.02'
C26	1015.00'	345.06'	19°28'42"	N70°54'26"W	343.40'	174.21'
C27	2100.00'	178.93'	4°52'54"	N78°12'20"W	178.87'	89.52'
C28	2130.00'	181.48'	4°52'54"	S78°12'20"E	181.43'	90.80'
C29	2070.00'	176.37'	4°52'54"	N78°12'20"W	176.32'	88.24'
C30	10.00'	15.71'	90°00'00"	N59°14'07"E	14.14'	10.00'
C31	10.00'	15.71'	90°00'00"	N30°45'53"W	14.14'	10.00'
C32	2110.00'	538.10'	14°36'42"	N6°55'46"E	536.64'	270.52'
C33	2080.00'	530.45'	14°36'42"	N6°55'46"E	529.01'	266.67'
C34	2140.00'	545.75'	14°36'42"	N6°55'46"E	544.27'	274.36'
C35	500.00'	774.86'	88°47'32"	N58°37'53"E	699.61'	489.57'
C36	470.00'	728.37'	88°47'32"	N58°37'53"E	657.64'	460.19'
C37	530.00'	821.35'	88°47'32"	S58°37'53"W	741.59'	518.94'
C38	750.00'	204.98'	15°39'34"	S69°08'34"E	204.34'	103.13'
C39	720.00'	196.78'	15°39'34"	S69°08'34"E	196.17'	99.01'
C40	780.00'	213.18'	15°39'34"	N69°08'34"W	212.52'	107.26'
C41	10.00'	15.71'	90°00'00"	S16°18'48"E	14.14'	10.00'
C42	10.00'	15.71'	90°00'00"	S73°41'12"W	14.14'	10.00'
C43	500.00'	78.51'	8°59'49"	S33°11'07"W	78.43'	39.34'
C44	540.00'	78.47'	8°19'32"	S32°50'59"W	78.40'	39.30'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 28°40'55" W	21.51'
L2	S 84°41'07" W	36.04'
L3	S 77°48'40" W	25.48'
L4	S 70°57'56" W	81.26'
L5	S 66°16'43" W	73.76'
L6	S 61°56'25" W	48.77'
L7	S 34°22'00" W	68.17'
L8	S 24°12'04" W	61.32'
L9	S 17°46'24" W	34.37'
L10	S 10°56'31" W	61.49'
L11	S 14°52'03" W	35.17'
L12	S 06°25'19" W	66.88'
L13	S 13°17'48" W	61.24'
L14	S 16°36'00" W	89.38'
L15	S 14°50'46" W	58.69'
L16	S 00°08'14" E	60.57'
L17	S 00°34'27" E	92.82'
L18	N 85°06'52" W	16.04'
L19	S 44°53'37" E	25.15'
L20	S 54°58'04" W	21.34'
L21	N 88°47'15" W	67.39'
L22	S 12°52'03" W	32.01'
L23	S 54°53'44" W	25.09'
L24	S 08°52'06" E	85.56'
L25	S 42°18'58" E	53.14'
L26	S 28°34'06" E	61.80'
L27	S 14°48'09" E	108.39'
L28	S 00°34'42" W	81.42'
L29	S 06°37'49" W	174.46'
L30	S 27°41'27" W	183.28'
L31	S 34°35'08" W	129.11'
L32	S 61°18'48" E	47.44'
L33	N 85°53'33" W	115.53'
L34	N 28°41'12" E	68.48'
L35	N 61°18'48" W	52.19'
L36	N 00°22'35" E	184.49'
L37	S 00°22'35" E	184.49'
L38	N 00°22'35" W	184.49'

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

QUIDDITY ENGINEERING Job No. S0870-0123-00

EXHIBIT 2

**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 fiberoptic lines.

d. Petroleum and Other Petrochemical Lines:

A preliminary investigation indicates that there should not be any crossing of existing petroleum or petrochemical lines.

SECTION 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 fiberoptic lines.

d. Petroleum and Other Petrochemical Lines:

A preliminary investigation indicates that there should not be any crossing of existing petroleum or petrochemical lines.

SECTION 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



Oso Creek

Sydney St

Yorktown Blvd

Yorktown Blvd

Vaquero Dr

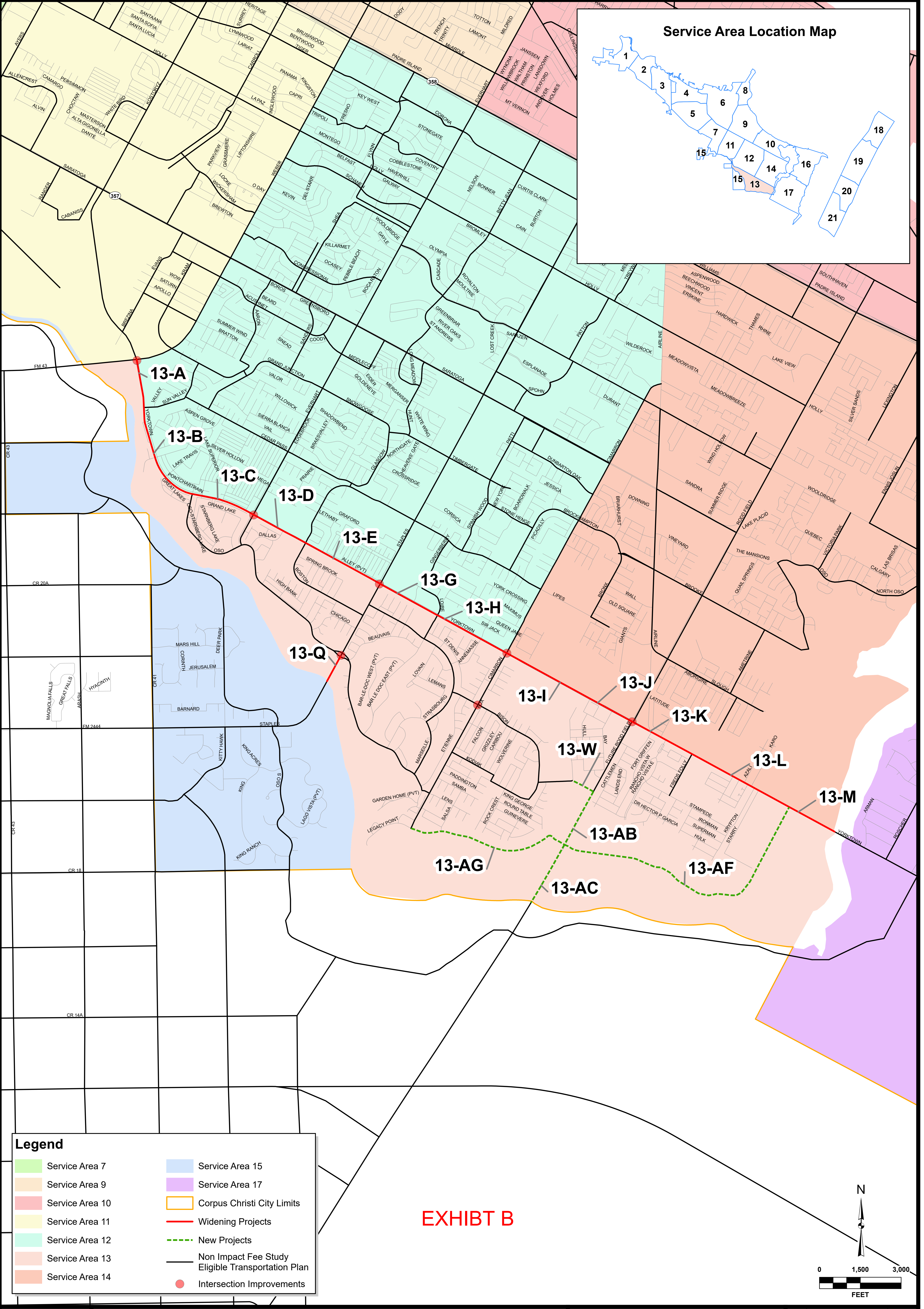
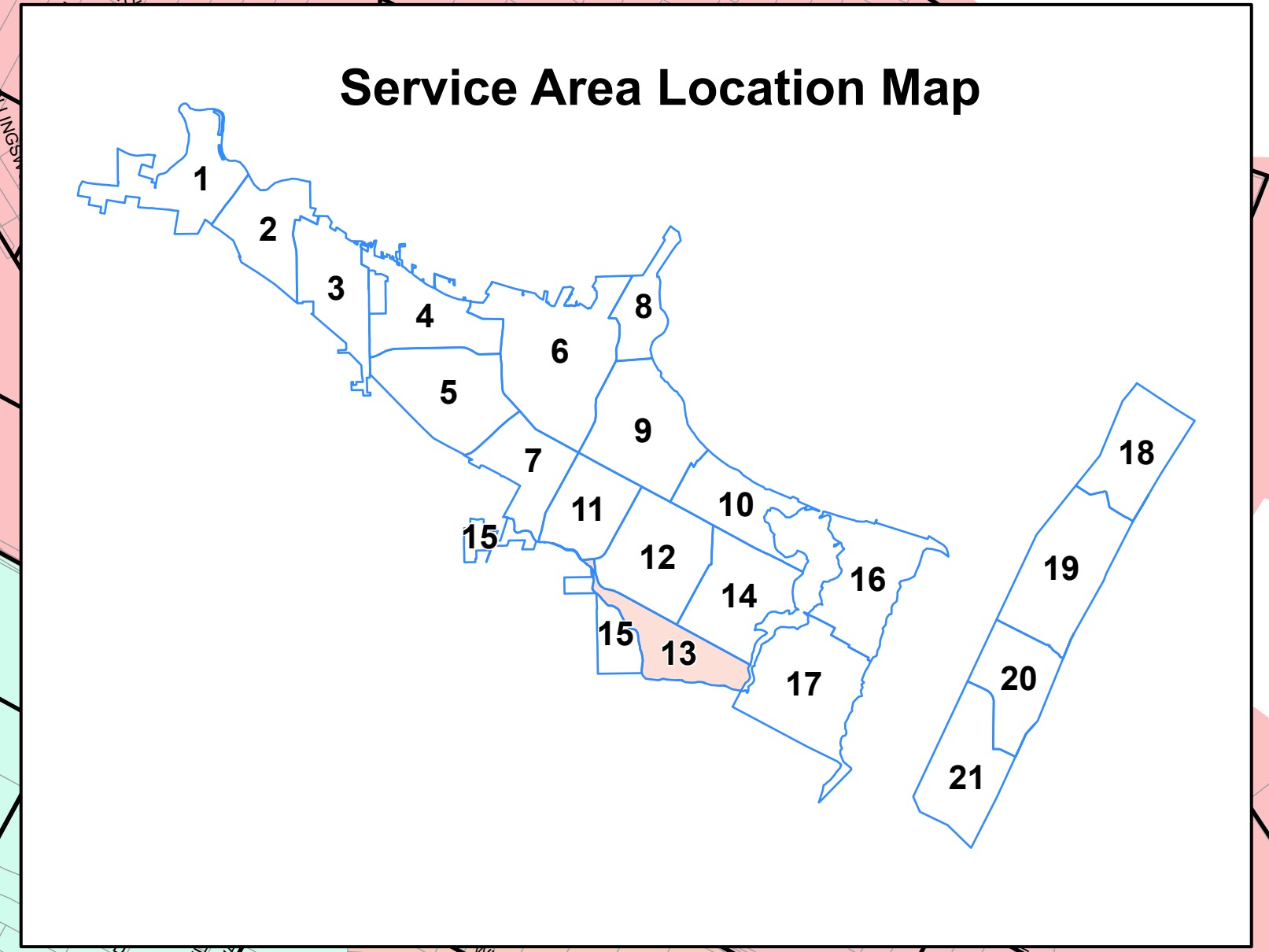
Stampedo Dr

Krypton Dr

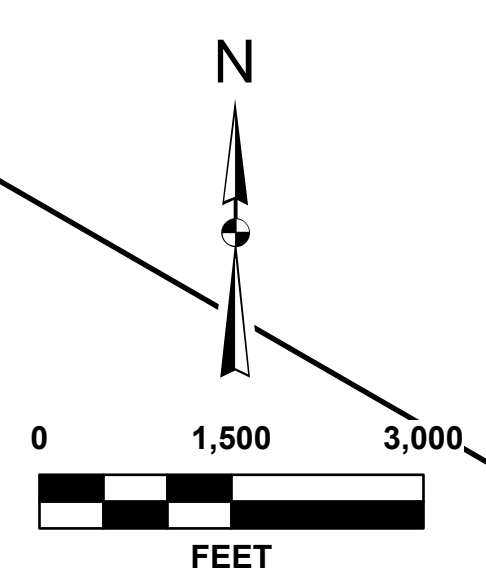
OSO CORNER UNIT 3

Google Earth

Image Landsat / Copernicus



Legend	
	Service Area 7
	Service Area 15
	Service Area 9
	Service Area 17
	Service Area 10
	Corpus Christi City Limits
	Service Area 11
	Widening Projects
	Service Area 12
	New Projects
	Service Area 13
	Non Impact Fee Study Eligible Transportation Plan
	Service Area 14
	Intersection Improvements



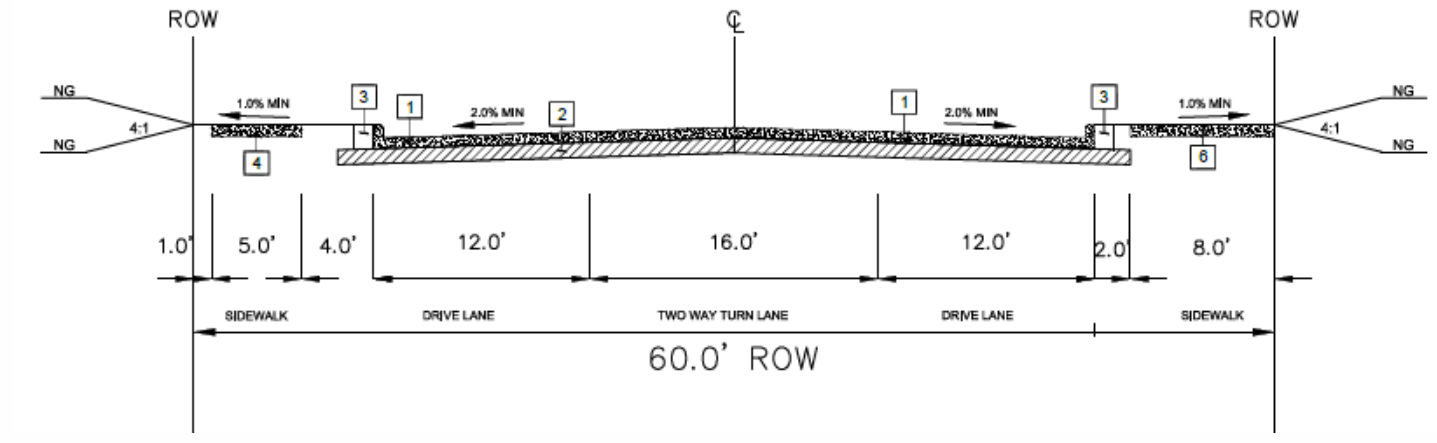
PLAT NO.	--
JOB NO.	12383-00
DATE	Aug 2023
DESIGNER	JC
CHECKED	HS DRAWN EH
SHEET	1.0

SOUTHSIDE 4 (SERVICE AREA 13)
 CORPUS CHRISTI, TEXAS
 IMPACT FEE STUDY

Pape-Dawson Engineers
 807 N UPPER BROADWAY, STE 103 | CORPUS CHRISTI, TX 78401 | 210.375.9000
 TEXAS ENGINEERING FIRM #470

NO.	REVISION	DATE

1. 6.5" CONCRETE PAVMENT
2. 8" LIME/CEMENT TREATED SUBGRADE
3. BACKFILL BEHIND C&G
4. 5' SIDEWALK
5. 5' SIDEWALK
6. 8' SIDEWALK



REVISION NO.	DATE	BY	DESCRIPTION



J&J ENGINEERING & CONSULTING
CIVIL • WINDSTORM • CONSULTING
F. 19879

6637 SIR MOSES
CORPUS CHRISTI, TX 78414



COASTAL BEND LOTS

OSO CORNER UNIT 3
CORPUS CHRISTI, TX

SITE DEVELOPMENT
EXHIBIT C



Kimley»Horn
 © 2023 KIMLEY-HORN AND ASSOCIATES, INC.
 1400 WOODLICK FOREST DRIVE, SUITE 225
 THE WOODLANDS, TX 77380
 PHONE: 281.363.4300 FAX: 281.363.4301
 TBP# EIR-263747-0001 E-928
 WWW.KIMLEY-HORN.COM

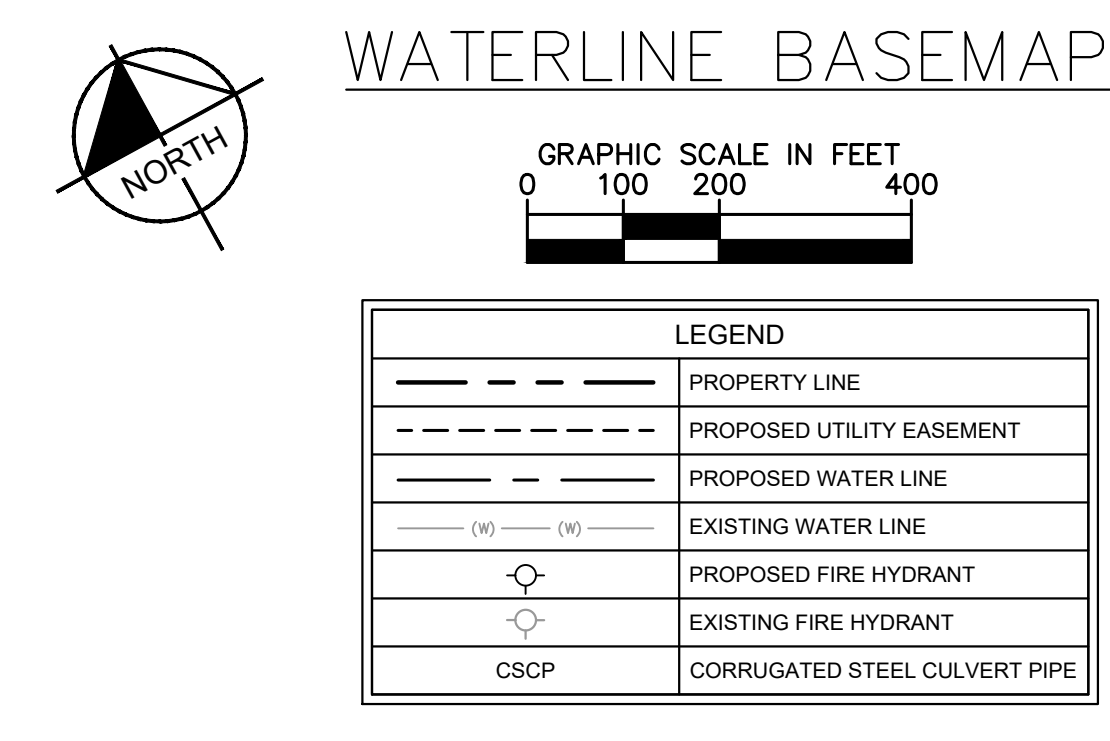
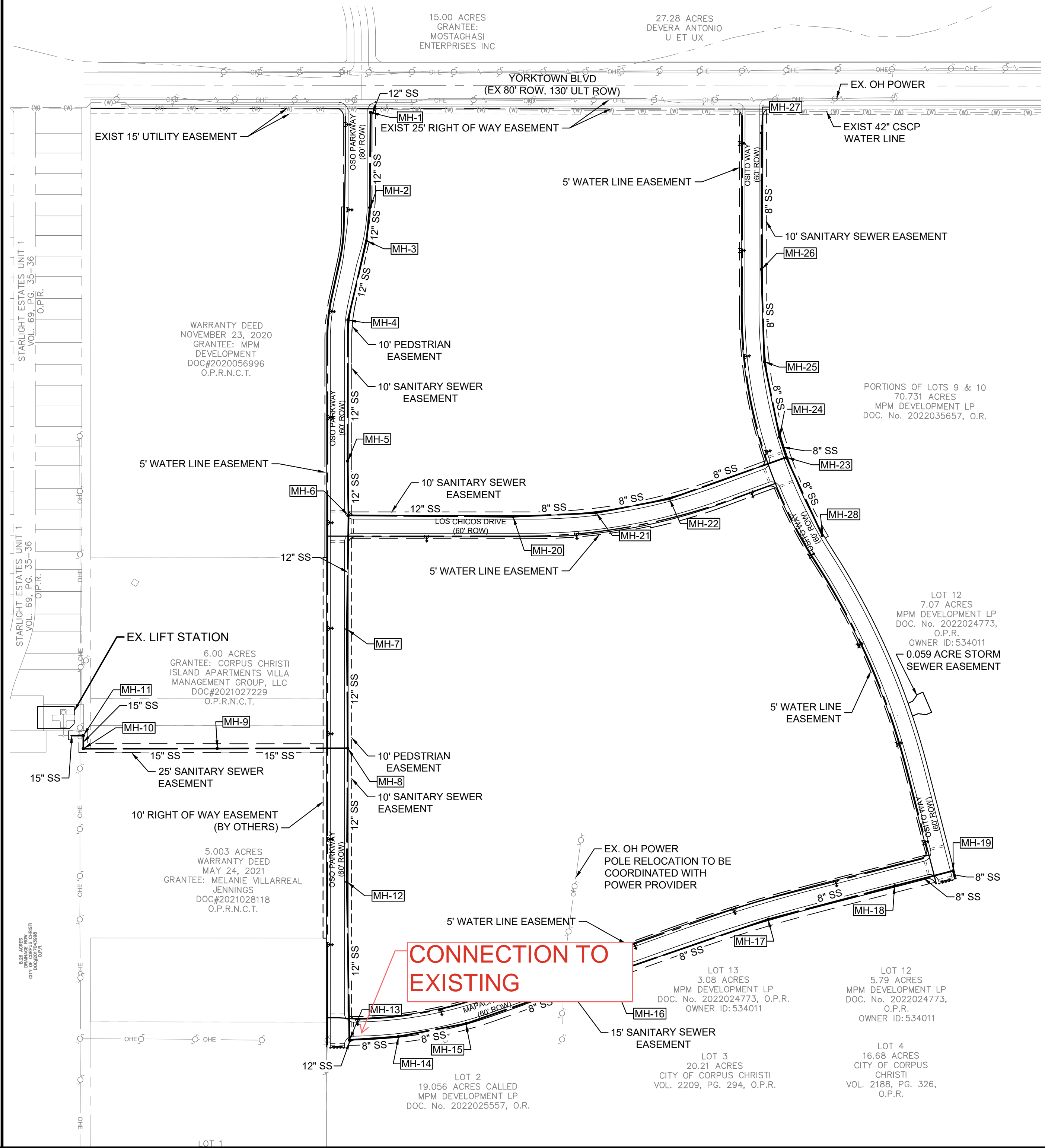
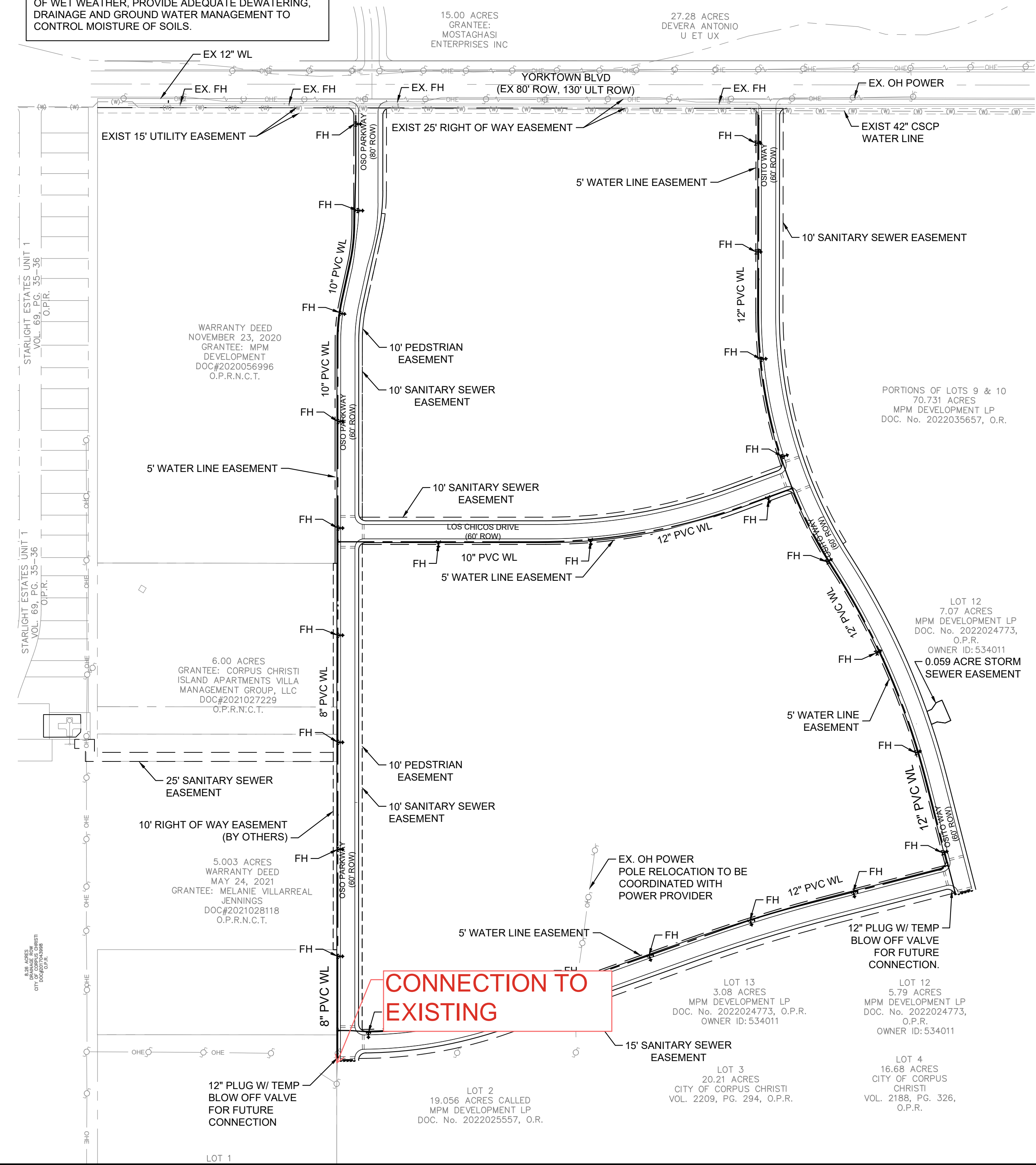
CITY OF CORPUS CHRISTI TEXAS
 Department of Engineering Services

OSO CREEK CORNER SUBDIVISION
WATERLINE & WASTEWATER BASEMAPS

REVISION NO. BY DATE DESCRIPTION
 SHEET 7 of 75
 RECORD DRAWING NO.
 CITY PROJECT #

EXHIBIT D

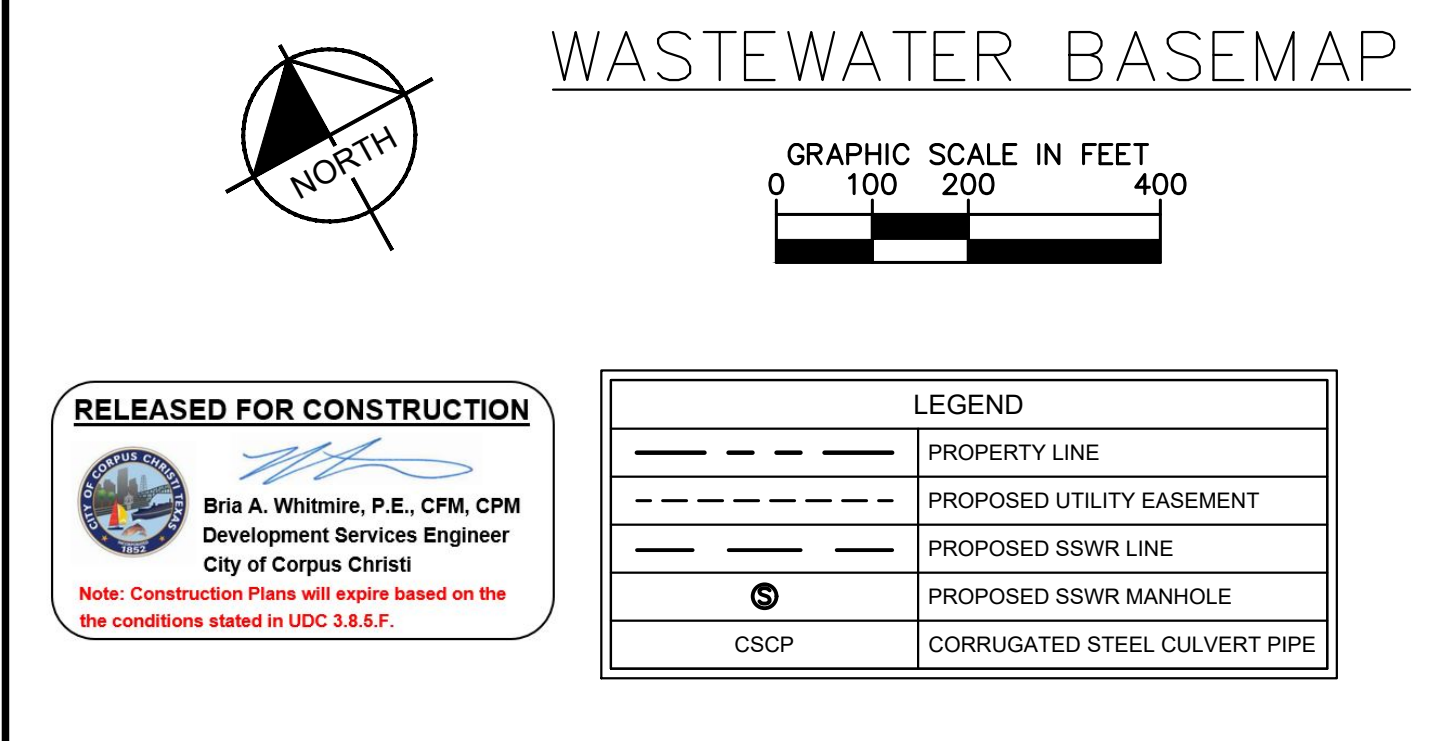
GROUNDWATER/DEWATERING NOTE:
 THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE. WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL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



Oso Creek Corner - Potable Water Demand Determination

Unit	Service Units	Potable Water GPD - ADD	Potable Water GPM - ADD	Potable Water GPM - MDD	Potable Water GPM - 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 CORNER, DATED MARCH 3, 2023, FOR MORE INFORMATION ON ESTIMATED WATER DEMAND.



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.

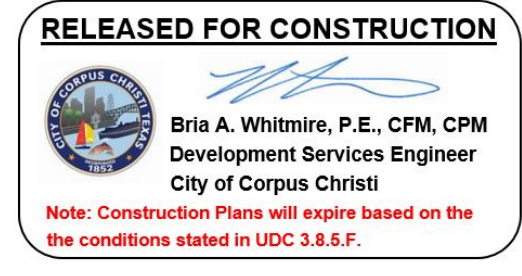


EXHIBIT 3

9/5/2025

**Oso Creek Corner Unit 3 - Cost
 Oversize Oso Pkwy**

Cost of Oversized Street					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	6.5" PCCP	5912	SY	\$ 100.00	\$ 591,200.00
2	8" LIME STABILIZED SUBGRADE	6503	SY	\$ 30.00	\$ 195,090.00
3	8" PORTLAND CEMENT STABILIZED SUBGRADE	6503	SY	\$ 25.00	\$ 162,575.00
4	5" & 8" THICK R/C SIDEWALK	17293	SF	\$ 13.00	\$ 224,809
5	EXCAVATION TO 2' BC	6503	SY	\$ 3.00	\$ 19,509.00
6	STRIPING	1	EA	\$ 25,000.00	\$ 25,000.00
					\$ 1,218,183.00

Cost of Residential Street					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
1	6" PCCP	4139	SY	\$ 85.00	\$ 351,815.00
2	8" LIME STABILIZED SUBGRADE	4728	SY	\$ 30.00	\$ 141,840.00
3	8" PORTLAND CEMENT STABILIZED SUBGRADE	4728	SY	\$ 25.00	\$ 118,200.00
4	4" THICK R/C SIDEWALK	10642	SF	\$ 13.00	\$ 138,346
5	EXCAVATION TO 2' BC	4728	SY	\$ 3.00	\$ 14,184.00
					\$ 764,385.00

CITY PORTION EQUALS DIFFERENCE IN CONSTRUCTION COST	\$	453,798.00
11% ENGINEERING, SURVERYING, & TESTING	\$	49,917.78
7% CONTINGENCY	\$	31,765.86
2% BOND	\$	9,075.96
TOTAL AMOUNT REIMBURSABLE	\$	544,557.60

EXHIBIT 4

Insurance and Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in the Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy.
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

There are no Bonds required for this Service Agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

EXHIBIT 5



CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: MPM Development, LP

STREET ADDRESS: 2301 Airline Rd Ste 209 **P.O. BOX:** 331308

CITY: Corpus Christi **STATE:** Texas **ZIP:** 78463

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

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

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

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____

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

Name	Title
_____	_____
_____	_____
_____	_____

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

Name	Board, Commission or Committee
<u>Mossa (Moses) Mostaghasi</u>	<u>Capital Improvement Advisory Commity</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.