

**RESOLUTION**

**RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A DEVELOPER PARTICIPATION AGREEMENT WITH MPM DEVELOPMENT, L.P., (“DEVELOPER”), TO REIMBURSE THE DEVELOPER UP TO \$304,508.60 FOR THE CITY’S SHARE OF THE COST TO EXTEND NORTH OSO PARKWAY, IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT CODE.**

**WHEREAS**, the City has determined the agreement will carry out the purpose of the Unified Development Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:**

**SECTION 1.** The City Manager, or his designee, is authorized to execute a developer participation agreement (“Agreement”), attached hereto, with MPM Development, L.P. (“Developer”), for the CITY’s portion of the cost of North Oso Parkway, including all related appurtenances, for development of Oso View Subdivision, Corpus Christi, Nueces County, Texas.

This resolution takes effect upon City Council approval on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST: THE CITY OF CORPUS CHRISTI**

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

\_\_\_\_\_  
Nelda Martinez  
Mayor

**APPROVED:** \_\_\_\_ day of \_\_\_\_\_, 2015.

Corpus Christi, Texas

\_\_\_\_\_ of \_\_\_\_\_, 2015

The above resolution was passed by the following vote:

Nelda Martinez \_\_\_\_\_

Rudy Garza \_\_\_\_\_

Chad Magill \_\_\_\_\_

Colleen McIntyre \_\_\_\_\_

Lillian Riojas \_\_\_\_\_

Brian Rosas \_\_\_\_\_

Lucy Rubio \_\_\_\_\_

Mark Scott \_\_\_\_\_

Carolyn Vaughn \_\_\_\_\_

## PARTICIPATION AGREEMENT

STATE OF TEXAS       §

COUNTY OF NUECES    §

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 his designee, and MPM Development, L.P. (“Developer”), a Texas Limited Partnership, acting by and through its general partner.

**WHEREAS**, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being 17.101 acre tract of land, more or less, a portion of Lots 11 and 12, Section 32, Flour Bluff and Encinal Farm and Garden Tracts (the "Property"), and the Owner desires to develop and plat the Property designated on **Exhibit 1** of this Agreement, which exhibit is attached to and incorporated in this Agreement by reference, to be known as Oso View (“Plat”);

**WHEREAS**, as a condition of the Plat, the Owner is required to expand, extend, and construct South Oso Parkway from its existing terminus for a distance of approximately 928 feet to connect with the existing roadway on North Oso Parkway as depicted on and in accordance with the improvement requirements (the “Roadway Extension”) set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

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

**WHEREAS**, Chapter 212 of the 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 subdivision or land; and

**WHEREAS**, this Agreement is made pursuant to the Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi.

**NOW, THEREFORE**, in order to provide a coordinated public street construction and improvement project, the City and the Owner agree as follows:

A. 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.

B. Subject to the terms of this Agreement, Exhibit 1, and Exhibit 2, the Owner will construct the Roadway Extension 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 Roadway Extension, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Owner shall pay a portion

of the costs of construction of the Roadway Extension. Further, subject to the limitations set forth below, the City shall pay the remaining portion of the costs of construction of the Roadway Extension, designated as the total amount reimbursable by the City on the Cost Estimate.

C. 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 Roadway Extension shall not exceed **\$304,508.60**.

D. The City shall reimburse the Owner a pro rata portion of the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed less the Owner's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The invoices must be paid by the City no later than thirty (30) days following receipt of each monthly invoice. Such reimbursement will be made payable to the Owner at the address shown in section N of this Agreement.

E. In accordance with the Texas Local Government Code, the Owner shall execute a performance bond for the construction of the Roadway Extension to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code.

F. The Owner shall submit all required performance bonds and proof of required insurance coverage in accordance with applicable State and local laws as detailed in **Exhibit 4**.

G. Owner 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 Roadway Extension.

H. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify the Owner of any defect, deficiency, or other non-approved condition in the progress of the Roadway Extension.

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

**J. 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 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, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF OSO VIEW SUBDIVISION DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE 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 SURVIVES TERMINATION OF THIS AGREEMENT.**

K. DEFAULT. The following events shall constitute default:

1. Owner fails to submit plans and specifications for the Roadway Extension to the Executive Director of Public Works in advance of construction.
2. Owner does not reasonably pursue construction of the Roadway Extension under the approved plans and specifications.
3. Owner fails to complete construction of the Roadway Extension, under the approved plans and specifications, on or before the expiration of 24 calendar months measured from the date this document is executed by the City.
4. Either the City or the Owner otherwise fails to comply with its duties or obligations under this Agreement.

L. NOTICE AND CURE.

1. 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.

2. 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.
3. 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.
4. Should the Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Owner, at the address stated in section N, of the need to perform the obligation or duty and, should the 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 the Owner.
5. In the event of an uncured default by the Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:
  - a. Terminate this Agreement after the required notice and opportunity to cure the default;
  - b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
  - c. Perform any obligation or duty of the Owner under this Agreement and charge the cost of such performance to the Owner. The Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Owner receives notice of the cost of performance. In the event the 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.
6. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Owner has all its remedies at law or in equity for such default.

#### M. FORCE MAJEURE.

1. 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.
2. 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.

N. NOTICES.

1. 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:

If to the City:

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

If to the Owner:

MPM Development, LP.  
Attn: Mossa Moses Mostaghani,  
General Partner  
426 S. Staples  
Corpus Christi, Texas 78401

with a copy to:

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

2. 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.

3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

O. Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Roadway Extension, contracts for testing services, and contracts with the contractor for the construction of the Roadway Extension must provide that the City is a third party beneficiary of each contract.

P. In compliance with City of Corpus Christi Ordinance No. 17112, the Owner agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

Q. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Owner from and after the date of the last signatory to this Agreement. **This Agreement expires 24 calendar months from the date this document is executed by the City**, unless terminated earlier in accordance with the provisions of this Agreement. Such expiration date of this Agreement is presently anticipated, but not currently known, to be **November 17, 2017**.

(EXECUTION PAGES FOLLOWS)

EXECUTED in one original this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

CITY OF CORPUS CHRISTI

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

\_\_\_\_\_  
Ronald L. Olson  
City Manager

Approved as to legal form: \_\_\_\_\_

\_\_\_\_\_  
Julian Grant  
Assistant City Attorney

**OWNER: MPM Development, LP.**

\_\_\_\_\_  
Mossa Moses Mostaghasi  
General Partner

\_\_\_\_\_  
Date

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF NUECES   §**

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Mossa Moses Mostaghasi, General Partner, MPM Development, LP., a Limited Partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public's Signature



STATE OF TEXAS §  
COUNTY OF NUECES §

WE, THE GEORGE B. GAINES FAMILY LIMITED PARTNERSHIP, LTD., HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF \_\_\_\_\_ THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, STREETS ARE HEREBY DEDICATED IN FEE SIMPLE TO THE PUBLIC USE FOREVER AND EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER, AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MARILYNN G. YANKEE, GENERAL PARTNER

STATE OF TEXAS §  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF NUECES §

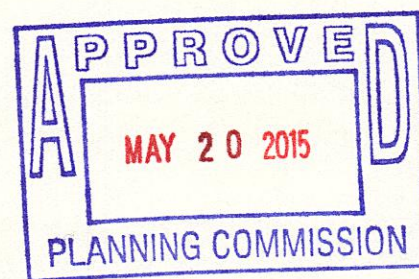
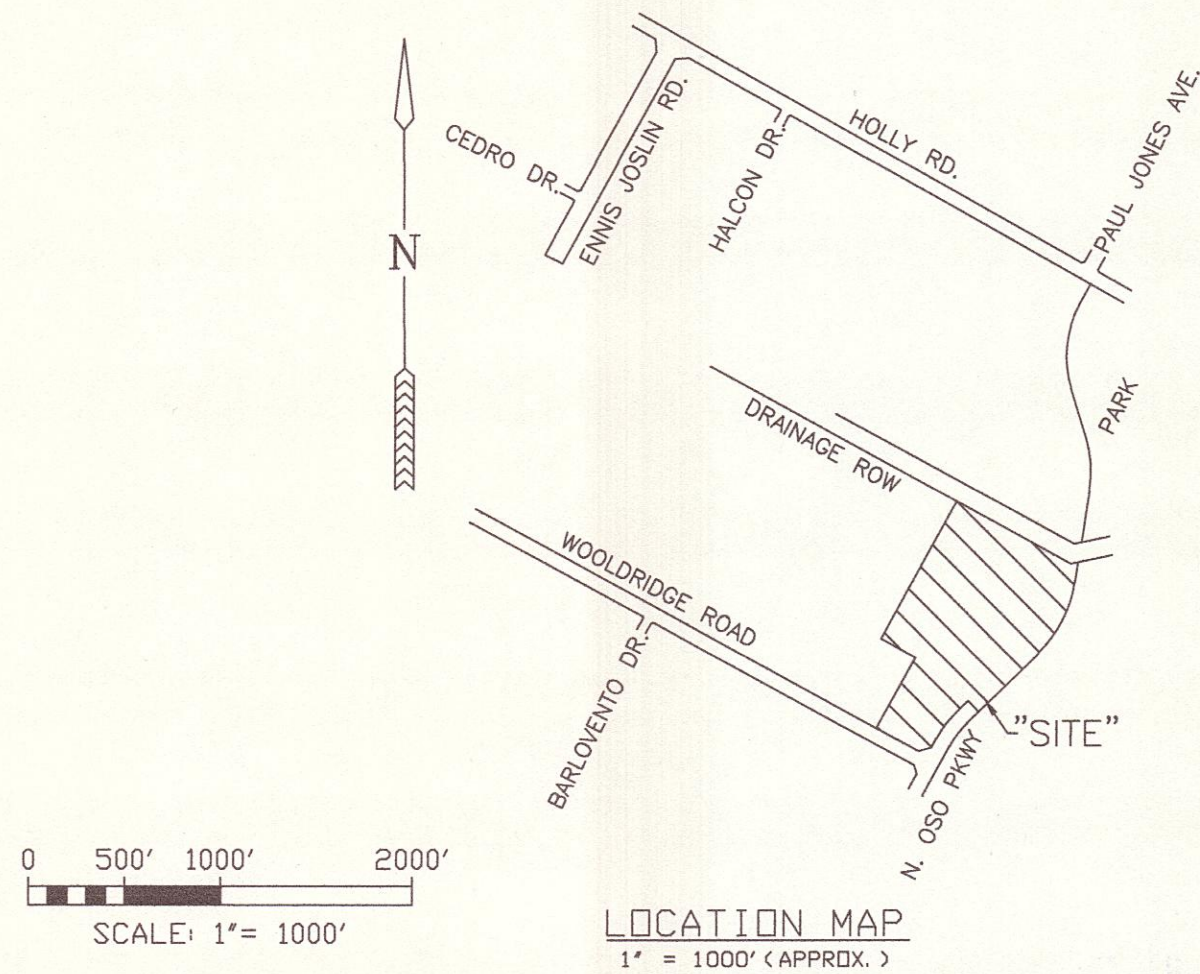
I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT WE HAVE BEEN ENGAGED TO SET ALL LOT CORNERS UPON COMPLETION OF SUBDIVISION CONSTRUCTION IMPROVEMENTS WITHOUT DELAY.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NIXON M. WELSH, R. P. L. S.

NOTES:

1. THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.
2. FEMA INFORMATION AS SHOWN OR NOTED HEREON IS FROM FEMA MAP, COMMUNITY PANEL 485464 0315 D, REVISED AUGUST 3, 1989. ALL OF THE SUBJECT SITE IS IN FEMA ZONE "B".
3. THE SUBJECT SITE CONTAINS 17.101 ACRES INCLUDING STREET DEDICATIONS.
4. THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEQ ALSO CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
5. PRIVATE RESIDENTIAL DRIVEWAY ONTO WOOLDRIDGE ROAD AND N. OSO PARKWAY SHALL BE PROHIBITED.
6. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
7. THE MINIMUM FINISHED FLOOR ELEVATION FOR STRUCTURES IN THIS SUBDIVISION SHALL BE 18" ABOVE THE HIGHEST ABUTTING STREET CENTERLINE ELEVATION.



PLAT OF  
OSO VIEW

A 17.101 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 11 AND 12, SECTION 32, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN V. "A", P. 41 - 43, MAP RECORDS, NUECES COUNTY, TX

CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING  
FIRM NO. F-52, 3054 S. ALAMEDA ST.  
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 04/27/15  
COMP. NO.: PLAT-SHT1  
JOB NO.: 15006  
SCALE: 1" = 60'  
PLAT SCALE: SAME  
SHEET 1 OF 2

STATE OF TEXAS §  
COUNTY OF NUECES §

WE, \_\_\_\_\_ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ (NAME),

\_\_\_\_\_ (TITLE), OF \_\_\_\_\_

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF NUECES §

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS

\_\_\_\_\_  
RATNA POTTUMUTHU, P.E., LEED, AP  
DEVELOPMENT SERVICES ENGINEER

\_\_\_\_\_  
DATE

STATE OF TEXAS §  
COUNTY OF NUECES §

THE 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\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN  
PHILIP J. RAMIREZ, A.I.A., LEED AP

\_\_\_\_\_  
SECRETARY  
DANIEL M. GRIMSBO, P.E., A.I.C.P.

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 THE MAP RECORDS OF SAID COUNTY IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, INSTRUMENT NUMBER \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

BY: \_\_\_\_\_

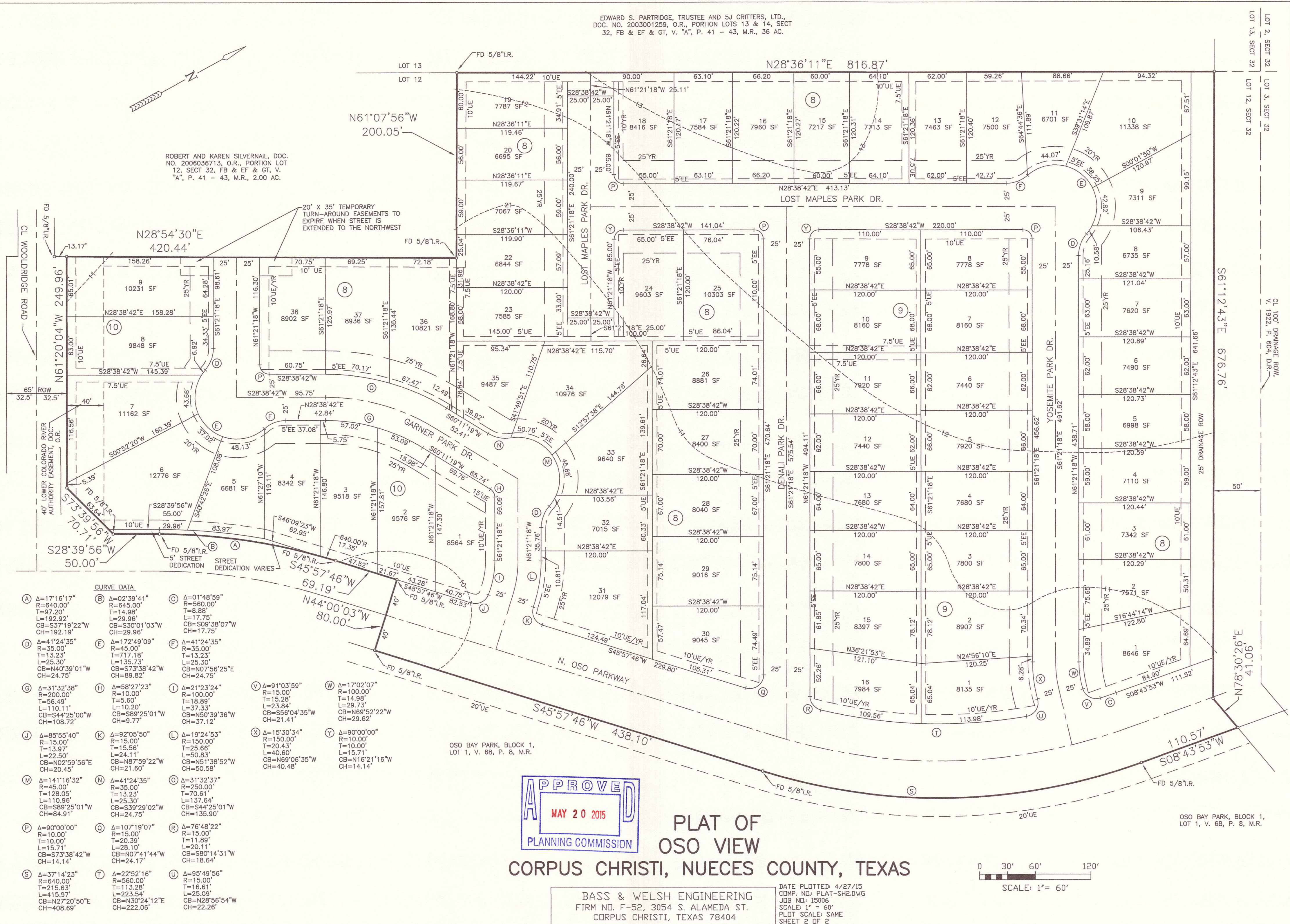
DEPUTY

\_\_\_\_\_  
KARA SANDS, CLERK  
COUNTY COURT  
NUECES COUNTY, TEXAS



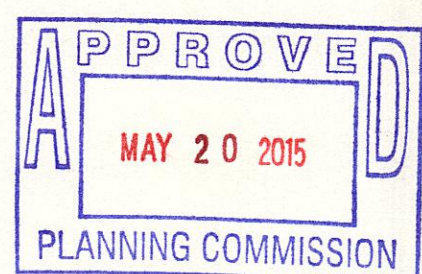
EDWARD S. PARTRIDGE, TRUSTEE AND SJ CRITTERS, LTD.,  
 DOC. NO. 2003001259, O.R., PORTION LOTS 13 & 14, SECT  
 32, FB & EF & GT, V. "A", P. 41 - 43, M.R., 36 AC.

ROBERT AND KAREN SILVERNAIL, DOC.  
 NO. 2006036713, O.R., PORTION LOT  
 12, SECT 32, FB & EF & GT, V.  
 "A", P. 41 - 43, M.R., 2.00 AC.



**CURVE DATA**

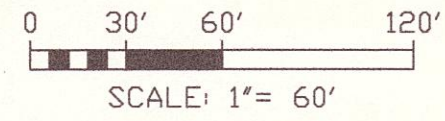
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J Δ=85°55'40" R=15.00' T=13.97' L=22.50' CB=N02°59'56"E CH=20.45'	K Δ=92°05'50" R=15.00' T=15.56' L=24.11' CB=N87°59'22"W CH=21.60'	L Δ=19°24'53" R=150.00' T=25.66' L=50.83' CB=N51°38'52"W CH=50.58'	M Δ=141°16'32" R=45.00' T=128.05' L=110.96' CB=S89°25'01"W CH=84.91'	N Δ=41°24'35" R=35.00' T=13.23' L=25.30' CB=S39°29'02"W CH=24.75'	O Δ=31°32'37" R=250.00' T=70.61' L=137.64' CB=S44°25'01"W CH=135.90'	P Δ=90°00'00" R=10.00' T=10.00' L=15.71' CB=S73°38'42"W CH=14.14'	Q Δ=107°19'07" R=15.00' T=20.39' L=28.10' CB=N07°41'44"W CH=18.64'	R Δ=76°48'22" R=15.00' T=11.89' L=20.11' CB=S80°14'31"W CH=18.64'	S Δ=37°14'23" R=640.00' T=215.63' L=415.97' CB=N27°20'50"E CH=408.69'	T Δ=22°52'16" R=560.00' T=113.28' L=223.54' CB=N30°24'12"E CH=222.06'	U Δ=95°49'56" R=15.00' T=16.61' L=25.09' CB=N28°56'54"W CH=22.26'	



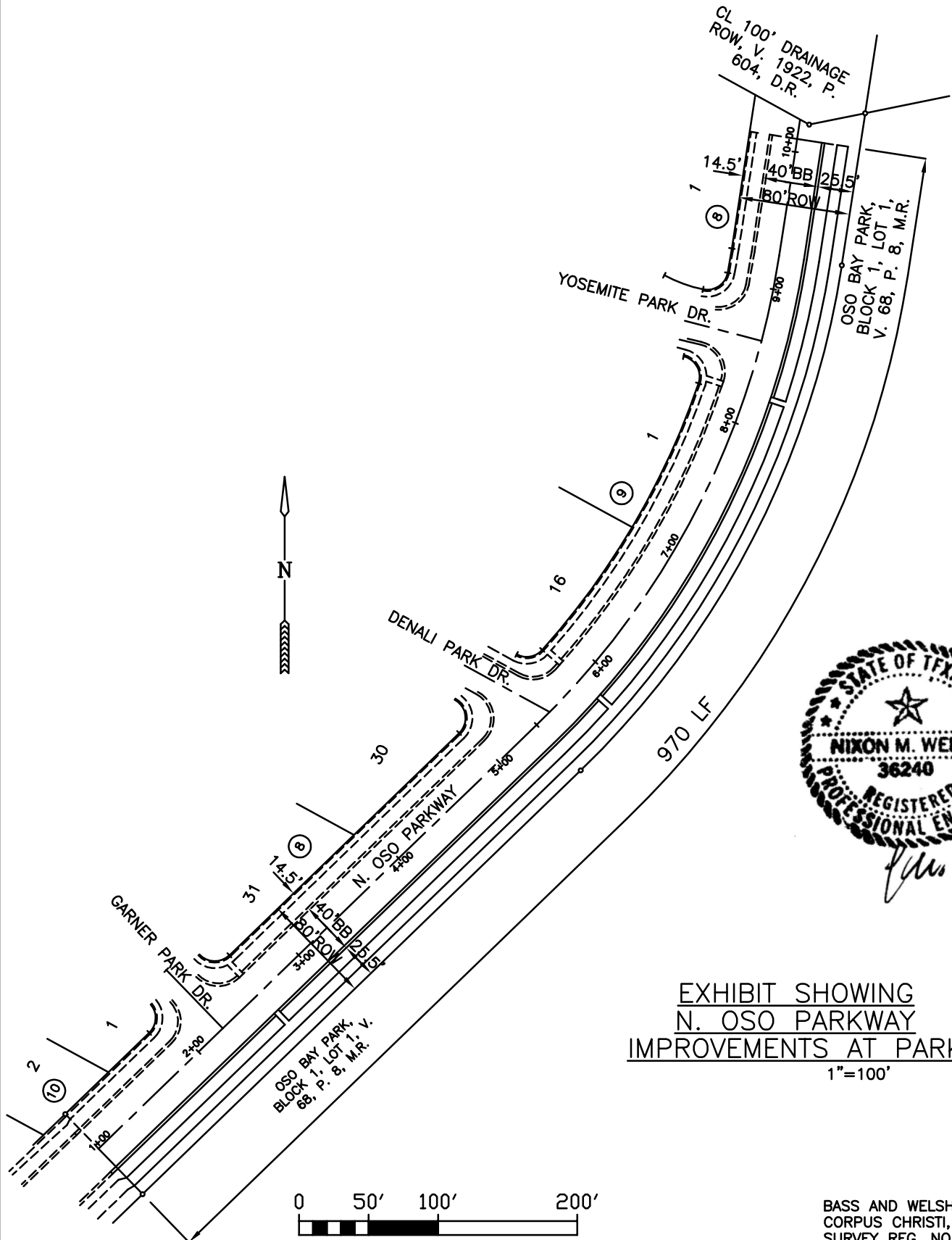
**PLAT OF  
 OSO VIEW  
 CORPUS CHRISTI, NUECES COUNTY, TEXAS**

BASS & WELSH ENGINEERING  
 FIRM NO. F-52, 3054 S. ALAMEDA ST.  
 CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 4/27/15  
 COMP. NO.: PLAT-SH2.DWG  
 JOB NO.: 15006  
 SCALE: 1" = 60'  
 PLOT SCALE: SAME  
 SHEET 2 OF 2

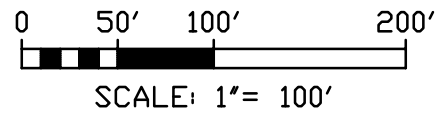






*Nixon M. Welsh*  
8/18/15

**EXHIBIT SHOWING  
N. OSO PARKWAY  
IMPROVEMENTS AT PARK**  
1"=100'



BASS AND WELSH ENGINEERING  
CORPUS CHRISTI, TX  
SURVEY REG. NO. 100027-00,  
TX ENGINEERING REG. NO. F-52,  
FILE: EXB-STR, JOB NO. 15006,  
SCALE: 1" = 100'  
PLOT SCALE: SAME, PLOT DATE:  
8/18/15, SHEET 1 OF 1

Exhibit 2

OSO VIEW  
 OVERALL ESTIMATE  
 CORPUS CHRISTI, NUECES COUNTY, TX  
 07/17/15

<b>STREET &amp; SURFACE ITEMS (NW OF CL OF N. OSO PARKWAY)</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	6" CURB & GUTTER	5670	LF	14.00	79,380.00
2.	5' RC VALLEY GUTTER	68	LF	60.00	4,080.00
3.	4" THICK R/C WALK	22581	SF	4.50	101,614.50
4.	6" THICK CONCRETE DRIVEWAY	1866	SF	6.75	12,595.50
5.	2" HMAC	7134	SY	17.50	124,845.00
6.	4" HMAC	1821	SY	35.00	63,735.00
7.	6" CRUSHED LIMESTONE BASE TO 2'BC	9274	SY	16.00	148,384.00
8.	8" LIME STABILIZED SUBGRADE TO 2' BC	11387	SY	8.00	91,096.00
9.	11" CRUSHED LIMESTONE BASE TO 2' BC	2113	SY	28.00	59,164.00
10.	EXCAVATION	1	LS	69,000.00	69,000.00
11.	CLEARING AND GRUBBING	1	LS	18,000.00	18,000.00
12.	STREET SIGNS	6	EA	200.00	1,200.00

**TOTAL STREET & SURFACE ITEMS \$773,094.00**

<b>STREET &amp; SURFACE ITEMS (N.OSO PARKWAY SE OF STREET CL) REIMBURSEABLE BY CITY</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	6" CURB & GUTTER	928	LF	14.00	12,992.00
2.	4" THICK R/C WALK	7602	SF	4.50	34,209.00
3.	4" HMAC	1831	SY	35.00	64,085.00
4.	11" CRUSHED LIMESTONE BASE TO 2' BC	2241	SY	28.00	62,748.00
5.	8" LIME STABILIZED SUBGRADE TO 2' BC	2241	SY	8.00	17,928.00
6.	CLEARING AND GRUBBING	1	LS	1,100.00	1,100.00
7.	EXCAVATION	1	LS	4,300.00	4,300.00

**TOTAL STREET & SURFACE ITEMS \$197,362.00**

<b>SANITARY SEWER ITEMS</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	8" PVC PIPE	2711	LF	48.00	130,128.00
2.	FIBERGLASS MANHOLE	12	EA	3,700.00	44,400.00
3.	4" OR 6" PVC PIPE SERVICE	63	EA	480.00	30,240.00

**TOTAL SANITARY SEWER ITEMS \$204,768.00**

<b>STORM SEWER ITEMS</b>		<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1.	15" RCP	685	LF	32.00	21,920.00
2.	18" RCP	313	LF	36.00	11,268.00
3.	21" RCP	237	LF	44.00	10,428.00
4.	27" RCP	390	LF	50.00	19,500.00
5.	36" RCP	145	LF	54.00	7,830.00
6.	5' INLET	9	EA	3,500.00	31,500.00
7.	MANHOLE	6	EA	4,000.00	24,000.00
8.	R/C END-OF-PIPE STRUCTURE ON 36" RCP	1	EA	2,500.00	2,500.00

**TOTAL STORM SEWER ITEMS \$128,946.00**



OSO VIEW  
 STREET ESTIMATE  
 CORPUS CHRISTI, NUECES COUNTY, TX  
 07/17/15

<b>STREET &amp; SURFACE ITEMS AT PARK (N.OSO PARKWAY SE OF STREET CL) REIMBURSEABLE BY CITY</b>		<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT</i>
1.	6" CURB & GUTTER	928	LF	14.00	12,992.00
2.	4" THICK R/C WALK	7602	SF	4.50	34,209.00
3.	4" HMAC	1831	SY	35.00	64,085.00
4.	11" CRUSHED LIMESTONE BASE TO 2' BC	2241	SY	28.00	62,748.00
5.	8" LIME STABILIZED SUBGRADE TO 2' BC	2241	SY	8.00	17,928.00
6.	CLEARING AND GRUBBING	1	LS	1,100.00	1,100.00
7.	EXCAVATION	1	LS	4,300.00	4,300.00

**TOTAL STREET & SURFACE ITEMS AT PARK** **\$197,362.00**

<b>OVERSIZING OF N.OSO PARKWAY NW OF STREET CL, OVERDEPTHS AND OVERWIDTHS 28'BB TO 40'BB, REIMBURSEABLE BY CITY</b>		<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT</i>
1.	4" HMAC OVERWIDTH	602	SY	35.00	21,070.00
2.	2" HMAC OVERDEPTH	1204	SY	17.50	21,070.00
3.	11" CRUSHED LIMESTONE BASE OVERWIDTH	602	SY	28.00	16,856.00
4.	5" CRUSHED LIMESTONE BASE OVERDEPTH	1204	SY	13.00	15,652.00
5.	8" LIME STABILIZED SUBGRADE OVERWIDTH	602	SY	8.00	4,816.00

**TOTAL STREET & SURFACE ITEMS OVERSIZE/OVERDEPTH** **\$79,464.00**

**SUBTOTAL STREET AND SURFACE ITEMS** **\$276,826.00**

**10% ENGINEERING, SURVEYING & TESTING** **\$27,682.60**

**TOTAL STREET AND SURFACE ITEMS** **\$304,508.60**

**INSURANCE REQUIREMENTS**

**I. CONTRACTOR’S LIABILITY INSURANCE**

- A. Contractor shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Contractor shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy and Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal and Advertising Injury 8. Professional Liability (if applicable) 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
<b>BUSINESS AUTOMOBILE LIABILITY</b> 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
<b>WORKERS’ COMPENSATION</b> (for paid employees)	Which Complies With The Texas Workers’ Compensation Act And Paragraph II Of This Exhibit.
<b>EMPLOYER’S LIABILITY</b>	\$500,000 / \$500,000 / \$500,000
<b>PROPERTY INSURANCE</b>	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

- C. In the event of accidents of any kind related to this project, Contractor shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

## II. ADDITIONAL REQUIREMENTS

- A. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in Texas.
- 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 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 Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-4555- Fax #

- 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, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
  - 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 thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. 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 stop work hereunder, and/or withhold any payment(s) 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 and completed operations and activities 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.



**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:** MPM Development, LP

**STREET:** PO Box 331308 **CITY:** Corpus Christi **ZIP:** 78463

**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)
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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>N/A</u>	<u>N/A</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
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

**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.

Certifying Person: Moses Mostaghasi Title: Director  
(Print)

Signature of Certifying Person: Moses Mostaghasi Date: 7-17-2015

## DEFINITIONS

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "Consultant". Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.