

AMENDMENT OF WATER ARTERIAL TRANSMISSION AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT

This is an amendment to the Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, attached hereto as Exhibit A and made a part hereof, originally dated November 7, 2017, by and between: MPM Development, L.P. and the City of Corpus Christi.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, Section 5 as follows:

5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS

Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by November 7, 2020.

All other terms and conditions of the original agreement remain effective and in full force.

EXECUTED IN ONE ORIGINAL and made effective this 12 day of July, 2019.

CITY OF CORPUS CHRISTI

MPM DEVELOPMENT, L.P.

Nina Nixon-Mendez, FAICP
Director of Development Services

Mossa Moses Mostaghasi
General Partner

APPROVED AS TO FORM:

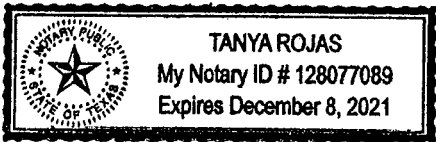
Buck Brice (date)
Assistant City Attorney
for the City Attorney

STATE OF TEXAS

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§
§

COUNTY OF Nueces

This instrument was acknowledged before me on 12th day of July, 2019, by Mossa Moses Mostaghasi, General Partner, on behalf of MPM Development, L.P.



Notary Public's Signature

ADDENDUM TO THE WATER ARTERIAL TRANSMISSION AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT

This is an addendum to the Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement originally dated November 7, 2017, by and between: MPM Development, L.P. and the City of Corpus Christi.

The terms and conditions of the original agreement remain effective and in full force, except for the following changes:

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree to amend Article 5 DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS to read as follows:

- 5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS
Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by October 24, 2019.

EXECUTED by the PARTIED, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

ATTEST:

Rebecca Huerta
Rebecca Huerta
City Secretary

CITY OF CORPUS CHRISTI
Nina Nixon-Mendez
Nina Nixon-Mendez, FAICP
Director of Development Services

APPROVED AS TO FORM: Sept 25 2018

Buck Brice
Buck Brice
Assistant City Attorney
for the City Attorney

M 2018-199
CITY COUNCIL 10/23/18
SECRETARY [Signature]

MPM Development, L.P.

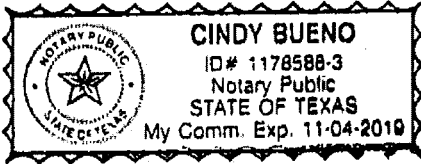
By: [Signature]
Mossa Moses Mostaghasi
General Partner

STATE OF TEXAS

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§
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COUNTY OF Mitchell

This instrument was acknowledged before me on 24 day of September, 2018, by Mossa Moses Mostaghasi, General Partner, on behalf of MPM Development, L.P..



Cindy Bueno
Notary Public's Signature

Monica M. Cuartas

341 826-3279

Attention: _____

City of Corpus Christi
Development Services
2406 Leopard St., Ste. 100 (78408)
P. O. Box 9277
Corpus Christi, TX 78469-9277

Doc# 2018048494
Pages 3
11/08/2018 4:50PM
Official Records of
NUECES COUNTY
KARA SANDS
COUNTY CLERK
Fees \$19.00

Any provision herein which restricts the Sale,
Rental or use of the described
REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status, or
National Origin is invalid and unenforceable
under FEDERAL LAW, 3/12/89.

STATE OF TEXAS
COUNTY OF NUECES
I hereby certify that this instrument was FILED
in file number sequence on the date and at the
time stamped herein by me, and was duly RECORDED
in the Official Public Records of
Nueces County, Texas
KARA SANDS



Kara Sands

**WATER ARTERIAL TRANSMISSION AND GRID MAIN
CONSTRUCTION AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §

COUNTY OF NUECES §

This Water Arterial Transmission and Grid Main Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and MPM Development, LP, ("Developer"), 426 S. Staples, Corpus Christi, Texas 78401.

WHEREAS, the Developer, in compliance with the Unified Development Code ("UDC"), proposes to final plat the Property as shown on the attached final plat known as Royal Creek Estates Unit 7 ("Development"), as shown in **Exhibit 1 (attached and incorporated)**;

WHEREAS, under the UDC and as a condition of such plat of Royal Creek Estates Unit 7, Developer is required to construct a public waterline in order to record such plat;

WHEREAS, Developer has submitted an application for reimbursement of the costs of extending a 12-inch waterline from the existing 12-inch located on the south side of Oso Parkway for a distance of 1187 linear feet in order to connect to water grid main along Oso Parkway) and consistent with the Unified Development Code (**Exhibit 2**);

WHEREAS, it is in the best interests of the City to have the 12-inch waterline on Oso Parkway for a distance of 1187 linear feet installed by Developer in conjunction with the final plat;

WHEREAS, Resolution No. 026869 authorized the acceptance of applications to be eligible for reimbursement in the future when funds are fully available in, and are appropriated by City Council, the Arterial Transmission and Grid Main Line Trust Fund as per the UDC, Section 8.5.1.C(1), and

WHEREAS, Chapter 212 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 subdivision or land;

NOW, THEREFORE, in consideration set forth hereinafter and in order to provide a coordinated waterline construction project, the City and Developer agree as follows:

Subject to the terms of this Agreement and the plat of Royal Creek Estates Unit 7, Developer will construct the 12-inch waterline for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

1. **REQUIRED CONSTRUCTION**

The Developer shall construct the 12-inch waterline improvements, in compliance with the City's UDC and under the plans and specifications approved by the Development Services Engineer.

2. **PLANS AND SPECIFICATIONS**

a. The Developer shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the construction of the 12-inch waterline, as shown in **Exhibit 3**, with the following basic design:

1. Install 1187 linear feet of 12-inch PVC waterline pipe.
2. Install five (5) tees 12 inch
3. Install two (2) 12-inch caps tapped for 2-inch
4. Install four (4) 12-inch gate valves with box
5. Install 14 linear feet of 6-inch PVC waterline pipe
6. Install three (3) fire hydrant assembly
7. Install three (3) 6-inch gate valves with box
8. Install two (2) 6-inch 90 degree elbows
9. Install six (6) 6-inch dia. X 30-inch long PVC pipe nipple

b. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.

c. Before the Developer starts construction the plans and specification must be approved by the City's Development Services Engineer.

3. **SITE IMPROVEMENTS**

Prior to the start of construction of the 12-inch waterline improvements, Developer shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the 12-inch waterline. If any of the property needed for the Easements is owned by a third party and Developer is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

4. **PLATTING FEES**

Developer shall pay to the City of Corpus Christi the required acreage fees and pro-rata fees as required by the UDC for the area of the improvements for the construction of the 12-inch waterline. The required acreage fees Developer is to pay to the City under the UDC for the 12-inch waterline improvements will be

credited to Developer provided that an application for credit, including cost-supporting documentation, has been submitted to the Assistant City Manager of Development Services prior to the installation of the 12-inch waterline and is approved.

5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS

Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by **October 24, 2018**.

6. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

7. PROMPT AND GOOD FAITH ACTIONS

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

8. DEFAULT

The following events shall constitute default:

- a. Developer fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval by City Council.
- b. Developer's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.
- c. Developer fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. Developer's contractor fails to complete construction of the project, under the approved plans and specifications, on or before **October 24, 2018**.
- f. Either the City or Developer otherwise fails to comply with its duties and obligations under this Agreement.

9. NOTICE AND CURE

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in detail the nature of the default and the requirements to cure such default.

- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer, at the address stated above, of the need to perform the obligation or duty, and should 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 Developer by reducing the reimbursement amount due 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. Perform any obligation or duty of the Developer under this agreement and charge the cost of such performance to Developer. Developer shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer receives notice of the cost of performance. In the event that 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 equity for such default.

10. FORCE MAJEURE

- a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
- b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party shall give written notice of the full particulars of the force majeure to the

other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

11. 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, L.P.
ATTN: Mossa Moses Mostaghasi
426 S. Staples
Corpus Christi, Texas 78401

2. If to the City:

City of Corpus Christi
1201 Leopard Street (78401)
P.O. Box 9277
Corpus Christi, Texas 78469
ATTN: Assistant City Manager
Development Services

b. Notice required by the paragraph may be 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 of address for notices by giving notice of the change under the provisions of this section.

12. THIRD-PARTY BENEFICIARY

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

13. PERFORMANCE AND PAYMENT BONDS

Developer shall require its contractor for the construction of the project, before beginning the work, to execute with Developer and the City a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bond must comply with Texas Government Code, Chapter 2253 and must be in the form and substance as attached to this Agreement.

14. WARRANTY

Developer shall fully warranty the workmanship of and function of the 12-inch waterline improvements and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City Engineer.

15. REIMBURSEMENT

- a. Subject to the appropriation of funds, the City will reimburse the Developer 100% of the reasonable cost of the 12-inch waterline improvements, not to exceed \$109,354.20. See attached cost estimate (Exhibit 4).
- b. Subject to the appropriation of funds, the City agrees to reimburse the Developer on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30-days from the date of the invoice. Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement as detailed in Exhibit 5.
- c. To be eligible for reimbursement, the work completed in a good and workmanlike manner, and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- d. In the event that this Agreement is terminated by the City at a time when there has been a partial completion and partial payment for the improvements, then the City shall only reimburse Developer for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that there is an uncured default by the Developer.

16. INDEMNIFICATION

DEVELOPER, COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM CITY ON ACCOUNT OF INJURY OR DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE DEVELOPER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT OR TO PROVIDE CITY WATER SERVICE TO THE DEVELOPMENT, INCLUDING INJURY, LOSS, OR DAMAGE WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT DESCRIBED ABOVE, INCLUDING THE INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO

BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES, WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT.

THIS INDEMNITY SPECIFICALLY INCLUDES ALL CLAIMS, DAMAGES, AND LIABILITIES OF WHATEVER NATURE, FORESEEN OR UNFORESEEN, UNDER ANY HAZARDOUS SUBSTANCE LAWS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

(A) ALL FEES INCURRED IN DEFENDING ANY ACTION OR PROCEEDING BROUGHT BY A PUBLIC OR PRIVATE ENTITY AND ARISING FROM THE PRESENCE, CONTAINMENT, USE, MANUFACTURE, HANDLING, CREATING, STORAGE, TREATMENT, DISCHARGE, RELEASE OR BURIAL ON THE PROPERTY OR THE TRANSPORTATION TO OR FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCE. THE FEES FOR WHICH THE DEVELOPER SHALL BE RESPONSIBLE UNDER THIS SUBPARAGRAPH SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE FEES CHARGED BY (I) ATTORNEYS, (II) ENVIRONMENTAL CONSULTANTS, (III) ENGINEERS, (IV) SURVEYORS, AND (V) EXPERT WITNESSES.

(B) ANY COSTS INCURRED ATTRIBUTABLE TO (I) THE BREACH OF ANY WARRANTY OR REPRESENTATION MADE BY DEVELOPER/OWNER IN THIS AGREEMENT, OR (II) ANY CLEANUP, DETOXIFICATION, REMEDIATION, OR OTHER TYPE OF RESPONSE ACTION TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCE ON OR UNDER THE PROPERTY REGARDLESS OF WHETHER OR NOT THAT ACTION WAS MANDATED BY THE FEDERAL, STATE OR LOCAL GOVERNMENT.

THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE AGREEMENT.

17. ASSIGNMENT OF AGREEMENT

This Agreement may be assigned by Developer to another with the written consent of the City's City Manager.

18. COVENANT RUNNING WITH THE LAND

This Agreement is a covenant running with the land, Royal Creek Estates Unit 7, a subdivision in Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the Agreement are binding on and inure to the benefit of the Developer's successors or assigns.

19. DISCLOSURE OF OWNERSHIP INTERESTS

Developer further agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Ownership interests form attached hereto as **Exhibit 6**.

20. **AUTHORITY**

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

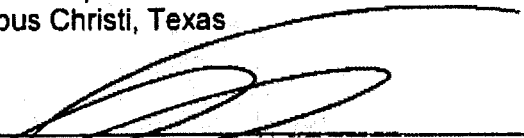
21. **EFFECTIVE DATE**

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

EXECUTED IN ONE original, *this _____ day of _____, 2017.


SIGNATURES FOUND ON PAGES 9 and 10.

Developer
MPM Development, L.P.
ATTN: Mossa Moses Mostaghasi
426 S. Staples
Corpus Christi, Texas

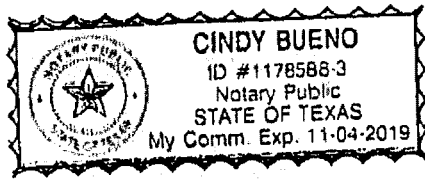
By: 
Mossa Moses Mostaghasi
General Partner

THE STATE OF TEXAS §
 §
 §
COUNTY OF NUECES §

This instrument was signed by Mossa Moses Mostaghasi, General Partner, MPM Development, L.P., Limited Partnership, and acknowledged before me on the 31 day of September, 2017.



Notary Public, State of Texas



CITY OF CORPUS CHRISTI:

ATTEST:

By: Rebecca Huerta
Rebecca Huerta
City Secretary

By: WJG P.E.
William J. Green, P.E.
Development Services Interim Director

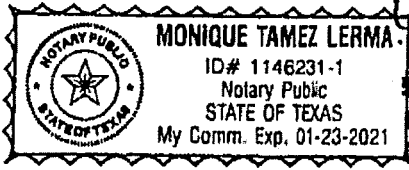
THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the 17th day of November 2017.

Monique Tamez Lerma
Notary Public, State Of Texas

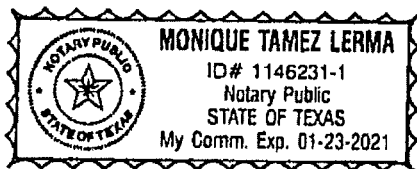
THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

Ord. 031279 AUTHORIZED
COUNCIL 10/24/17
SECRETARY [Signature]



This instrument was signed by William J. Green, P.E., Development Services Interim Director, for the City of Corpus Christi, Texas, and acknowledged before me on the 17th day of November 2017.

Monique Tamez Lerma
Notary Public, State Of Texas



APPROVED AS TO FORM: This 5 day of October, 2017.

Buck Brice
Assistant City Attorney
For the City Attorney

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photograph reproduction because of illegibility, carbon or photocopy, discolored paper, etc. All blockout additions and changes were present at the time instrument was filed and recorded.

STATE OF TEXAS
 COUNTY OF NUECES
 I, RITA POTTS, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASE A, WITHIN THE COUNTY OF NUECES COUNTY, TEXAS, HAVE CAUSED THIS SURVEY TO BE MADE ON THE ORIGINAL PLAT AND CERTIFY THAT IT IS TRUE AND CORRECT.
 THIS THE _____ DAY OF _____ 20__

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.

RITA POTTS, 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
 ALTERNATE SECRETARY
 DANIEL MORRIS, A.L.P.

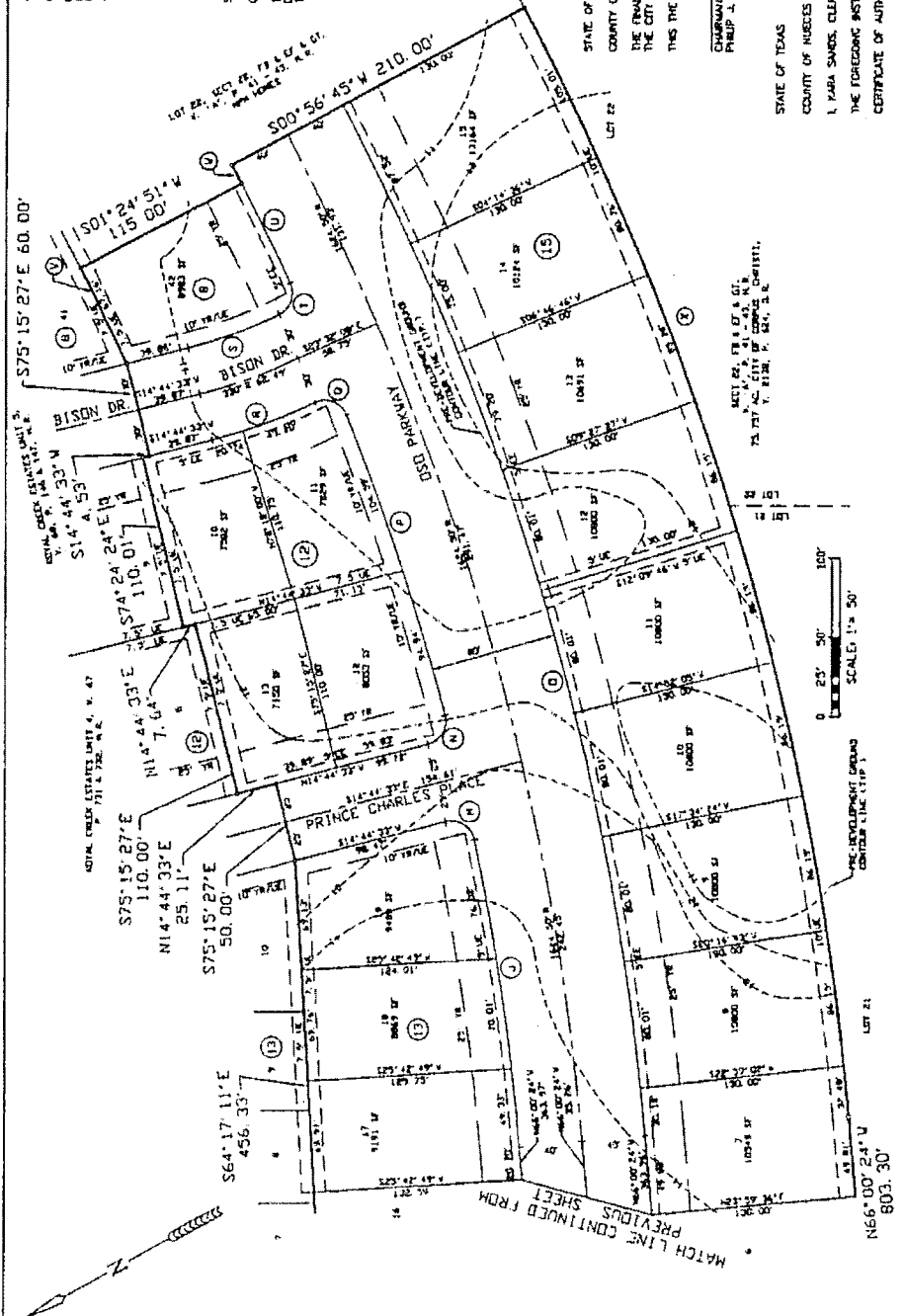
STATE OF TEXAS
 COUNTY OF NUECES
 I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE _____ DAY OF _____ 20__ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____ 20__ AT _____ O'CLOCK _____ 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: _____
 KARA SANDS, CLERK
 COUNTY COURT
 NUECES COUNTY, TEXAS

PLAT OF
 ROYAL CREEK ESTATES UNIT 7
 (CONTINUED)
 CORPUS CHRISTI, NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
 FIRM INC. F-52, 3054 S. ALAMEDA ST.
 CORPUS CHRISTI, TEXAS 78404
 DATE PLATTED: 05/11/2016
 DATE RECORDED: 05/11/2016
 SCALE: AS SHOWN
 SHEET 11 OF 11



DEVELOPMENT SERVICES ENGINEER

NO.	DATE	DESCRIPTION	BY
1	05/11/2016	PREPARED BY	PHILIP J. RAMIREZ
2	05/11/2016	CHECKED BY	DANIEL MORRIS
3	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
4	05/11/2016	APPROVED BY	DANIEL MORRIS
5	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
6	05/11/2016	APPROVED BY	DANIEL MORRIS
7	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
8	05/11/2016	APPROVED BY	DANIEL MORRIS
9	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
10	05/11/2016	APPROVED BY	DANIEL MORRIS
11	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
12	05/11/2016	APPROVED BY	DANIEL MORRIS
13	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
14	05/11/2016	APPROVED BY	DANIEL MORRIS
15	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
16	05/11/2016	APPROVED BY	DANIEL MORRIS
17	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
18	05/11/2016	APPROVED BY	DANIEL MORRIS
19	05/11/2016	APPROVED BY	PHILIP J. RAMIREZ
20	05/11/2016	APPROVED BY	DANIEL MORRIS

APPROVE
 JUN 15 2016
 PLANNING COMMISSION

1. THE LAND RECORDED, AS SHOWN, IS A REQUIREMENT OF THE ZONING AND SUBDIVISION CODE (LDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.

2. THE RECORDING DATE FOR THIS INSTRUMENT IS 05/11/2016. IF THE OGD EXITS THE TOOL AND NOT CLASSIFIED AS AN ADVERSE USE FOR THE OGD, THE TOOL IS RECORDED AS AN ADVERSE USE FOR THE OGD. THE TOOL IS CLASSIFIED AS AN ADVERSE USE FOR THE OGD BY AS "SUPERFICIAL" AND "OTHER MATERIAL" AND CATEGORIZED THE FOLLOWING WITHIN AS "CONTACT RECREATION" G-1.

3. SET 3/4" T.E.S. AT ALL CORNERS UNLESS OTHERWISE NOTED.

4. THE BASIS OF MEASUREMENT IS THE COMMON NORTHEAST CORNER OF THE SUBJECT SITE AND THE SOUTHWEST CORNER OF LOT 11, BLOCK 10, CHURCH ESTATES UNIT 4, SH-4 (7/11), AS SHOWN.

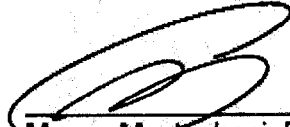
5. THE ENTIRE SITE IS ZONE A13 (R-12). FEMA ZONES ARE FROM FLOOD INSURANCE RATE AND COMMUNITY PANEL, ARMY CORPS OF ENGINEERS, DATED 08/01/2010. THE FLOOD ZONE INDICATES THE FLOOD PREHOMERETAGE AND ACCORDINGLY, NOT YET ADJUSTED, INDICATES THE SUBJECT SITE TO BE IN ZONE A, ZONE X (DOTTED) AND ZONE AE (D-1).

6. THE TOTAL AREA OF THIS PLAT IS 12,100 SQUARE FEET INCLUDING STREET EASEMENTS.

7. NO PRIVATE DRIVEWAY ACCESS DATED LOT 43, BLOCK 8, LOTS 11 & 12, BLOCK 14, BLOCK 20, LOTS 11, 18, BLOCK 13 AND LOTS 13 & 15, BLOCK 14, ALONG THE FUTURE.

APPLICATION FOR WATER LINE REIMBURSEMENT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of the proposed Royal Creek Estates Unit 7 Subdivision, hereby request reimbursement of \$109,354.20, as provided for by City Ordinance No. 17092. \$109,354.20 is the construction cost, including 11% Engineering, Surveying, and Testing, in excess of the acreage fee, as shown by the cost supporting documents attached herewith.



Mossa Mostaghasi, President
MPM Development, LP.

9/27/17

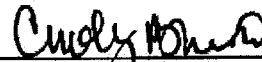
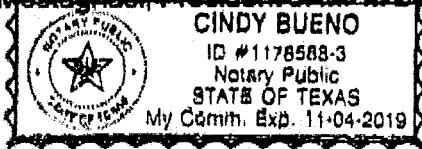
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on September 27, 2017, by

~~Mossa Mostaghasi, President of MPM Development, LP~~, on behalf of the said corporation.



Notary Public in and for Nueces County, Texas

CERTIFICATION

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

- (a) Sufficiency of funds in the Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.



Development Services Engineer

9/28/17

(Date)

APPLICATION FOR WATER LINE CREDIT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of proposed Royal Creek Estates Unit 7 subdivision, hereby apply for \$8,714.28 credit towards the water acreage fee for the installation of the water grid main as provided for by City Ordinance No. 17092. \$118,068.48 is the construction cost, including 11% Engineering, Surveying, and Testing, as shown by the cost supporting documents attached herewith.

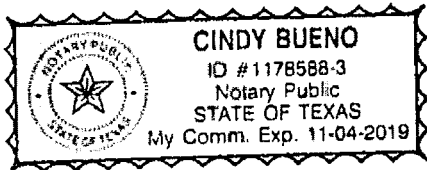

Mossa Mostaghani, President
MPM Development, LP.

9/21/17
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on September 21, 2017, by Mossa Mostaghani, President of MPM Development, LP.




Notary Public in and for the State of Texas

PUBLIC IMPROVEMENTS TO ROYAL CREEK ESTATES UNIT 7 CORPUS CHRISTI, NUECES COUNTY, TEXAS

SEE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THESE PUBLIC IMPROVEMENTS AND THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY THE DEVELOPER.

1. THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY THE DEVELOPER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THESE PUBLIC IMPROVEMENTS AND THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY THE DEVELOPER.

LEGEND - EXISTING FACILITIES AND APPURTENANCES

- 1. 1" DIA. WATER MAIN
- 2. 12" DIA. WATER MAIN
- 3. 18" DIA. WATER MAIN
- 4. 24" DIA. WATER MAIN
- 5. 30" DIA. WATER MAIN
- 6. 36" DIA. WATER MAIN
- 7. 42" DIA. WATER MAIN
- 8. 48" DIA. WATER MAIN
- 9. 54" DIA. WATER MAIN
- 10. 60" DIA. WATER MAIN
- 11. 66" DIA. WATER MAIN
- 12. 72" DIA. WATER MAIN
- 13. 78" DIA. WATER MAIN
- 14. 84" DIA. WATER MAIN
- 15. 90" DIA. WATER MAIN
- 16. 96" DIA. WATER MAIN
- 17. 102" DIA. WATER MAIN
- 18. 108" DIA. WATER MAIN
- 19. 114" DIA. WATER MAIN
- 20. 120" DIA. WATER MAIN

LEGEND - PROPOSED FACILITIES AND APPURTENANCES

- 1. 1" DIA. WATER MAIN
- 2. 12" DIA. WATER MAIN
- 3. 18" DIA. WATER MAIN
- 4. 24" DIA. WATER MAIN
- 5. 30" DIA. WATER MAIN
- 6. 36" DIA. WATER MAIN
- 7. 42" DIA. WATER MAIN
- 8. 48" DIA. WATER MAIN
- 9. 54" DIA. WATER MAIN
- 10. 60" DIA. WATER MAIN
- 11. 66" DIA. WATER MAIN
- 12. 72" DIA. WATER MAIN
- 13. 78" DIA. WATER MAIN
- 14. 84" DIA. WATER MAIN
- 15. 90" DIA. WATER MAIN
- 16. 96" DIA. WATER MAIN
- 17. 102" DIA. WATER MAIN
- 18. 108" DIA. WATER MAIN
- 19. 114" DIA. WATER MAIN
- 20. 120" DIA. WATER MAIN

GENERAL NOTES:

1. THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY THE DEVELOPER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THESE PUBLIC IMPROVEMENTS AND THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY THE DEVELOPER.
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4. THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY THE DEVELOPER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THESE PUBLIC IMPROVEMENTS AND THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY THE DEVELOPER.
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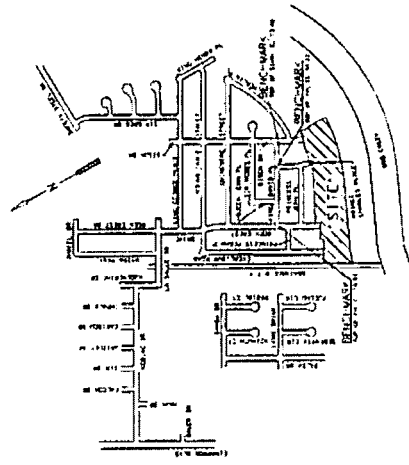
CALL BEFORE YOU DIG!

800-4-A-DIG

FOR MORE INFORMATION CALL 1-800-4-A-DIG

OR VISIT OUR WEBSITE AT WWW.CALLBEFOREYODIG.COM

- SHEET INDEX**
- SHEET 1 COVER SHEET AND MISCELLANEOUS INFORMATION
 - SHEET 7 PLANS, GRADING AND DRAINAGE PLANS, STREET AND STORM SEWER PROFILES
 - SHEET 3 SANITARY SEWER AND WATER PLAN AND PROFILE
 - SHEET 4 STORM WATER POLLUTION PREVENTION PLAN, ESTIMATE SUMMARY AND JPLC WMP
 - SHEET 5 CIVILIAN SLAM SCALE PLAN AND PROFILE
 - SHEET 6 S'HEET, SLOPEWAY AND DRAINAGE DETAILS



LOCATION MAP



WALD WOODS ENGINEERS
P.O. BOX 31128
CORPUS CHRISTI, TEXAS
78403-0128

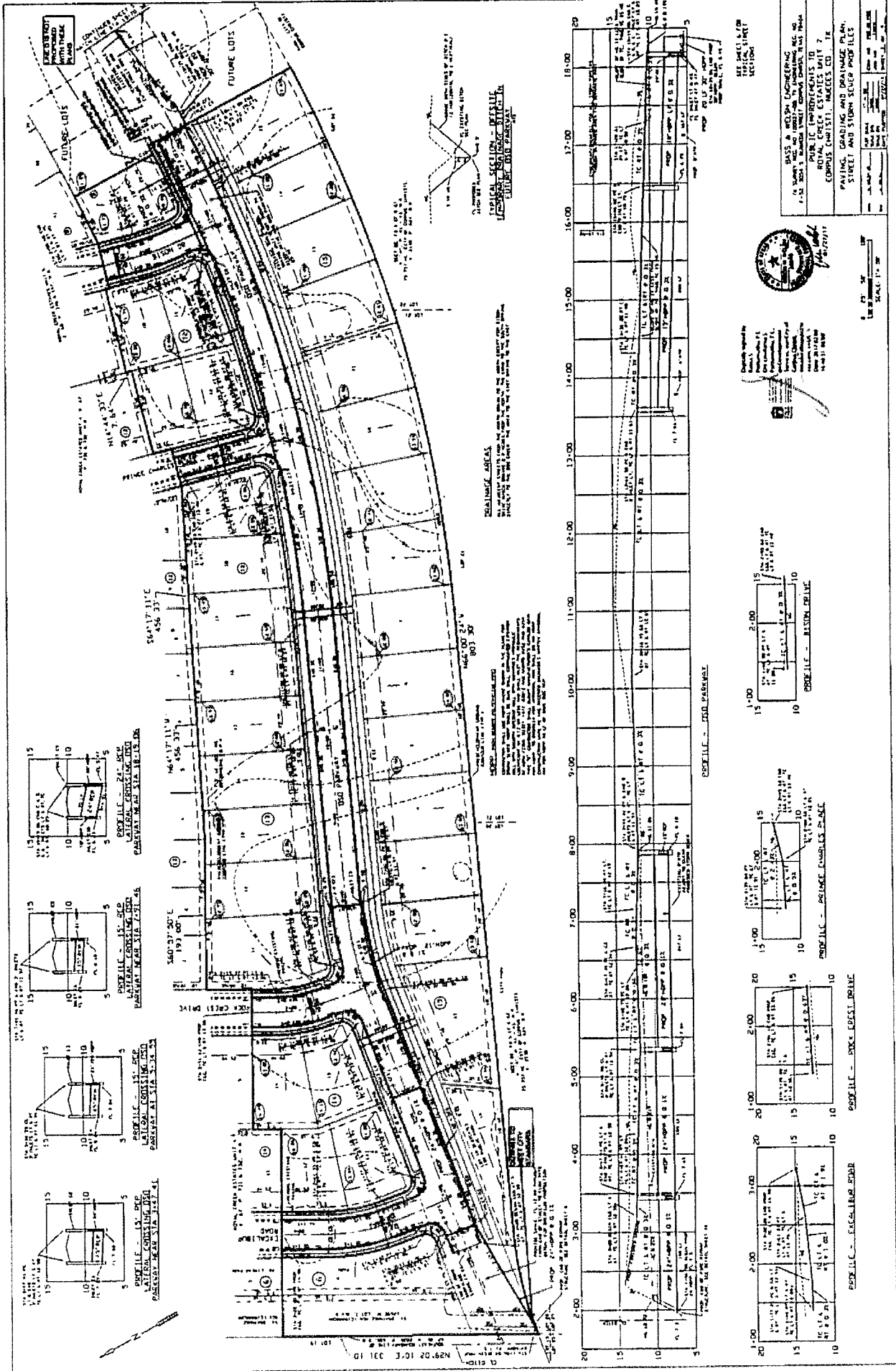
CONSTRUCTION SHALL FOLLOW CITY STANDARDS AND SPECIFICATIONS

NOTE:

IF A PARTICIPATION AGREEMENT AND/OR REIMBURSEMENT ARE BEING REQUESTED BY THE DEVELOPER/ENGINEER, THEN PRIOR TO START OF CONSTRUCTION, CITY COUNCIL MUST APPROVE THE PARTICIPATION AGREEMENT AND/OR REIMBURSEMENT. THE PARTICIPATION AGREEMENT AND/OR REIMBURSEMENT MUST BE APPROVED BY THE CITY COUNCIL PRIOR TO THE DEVELOPER CHOOSING TO BEGIN WORK. PRIOR TO THE PARTICIPATION AGREEMENT AND/OR REIMBURSEMENT BEING APPROVED BY THE CITY COUNCIL, ALL CONSTRUCTION SHALL BE AT THE DEVELOPER'S RISK.

BASE AND WALKWAY ENCASEMENTS	
1. 12" DIA. WALKWAY	1. 12" DIA. WALKWAY
2. 18" DIA. WALKWAY	2. 18" DIA. WALKWAY
3. 24" DIA. WALKWAY	3. 24" DIA. WALKWAY
4. 30" DIA. WALKWAY	4. 30" DIA. WALKWAY
5. 36" DIA. WALKWAY	5. 36" DIA. WALKWAY
6. 42" DIA. WALKWAY	6. 42" DIA. WALKWAY
7. 48" DIA. WALKWAY	7. 48" DIA. WALKWAY
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12. 78" DIA. WALKWAY	12. 78" DIA. WALKWAY
13. 84" DIA. WALKWAY	13. 84" DIA. WALKWAY
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15. 96" DIA. WALKWAY	15. 96" DIA. WALKWAY
16. 102" DIA. WALKWAY	16. 102" DIA. WALKWAY
17. 108" DIA. WALKWAY	17. 108" DIA. WALKWAY
18. 114" DIA. WALKWAY	18. 114" DIA. WALKWAY
19. 120" DIA. WALKWAY	19. 120" DIA. WALKWAY

CONTRACT NO. 12-12-2012-1



PAVING, GRADING AND DRAINAGE PLAN,
 STREET AND STORM SEWER PROFILES

ROYAL CREEK ESTATES UNIT 7
 COMMUNITY DEVELOPMENT DISTRICT
 COUNTY OF HARRIS, TEXAS

HASS & MITCHELL ENGINEERING
 10000 WESTHURST DRIVE, HOUSTON, TEXAS 77036
 DATE: 08/11/2011

SCALE: 1" = 30'
 SHEET NO. 1 OF 1

PROJECT NO. 1101010101

DRAWN BY: J. B. BROWN
 CHECKED BY: M. J. BROWN

APPROVED BY: M. J. BROWN

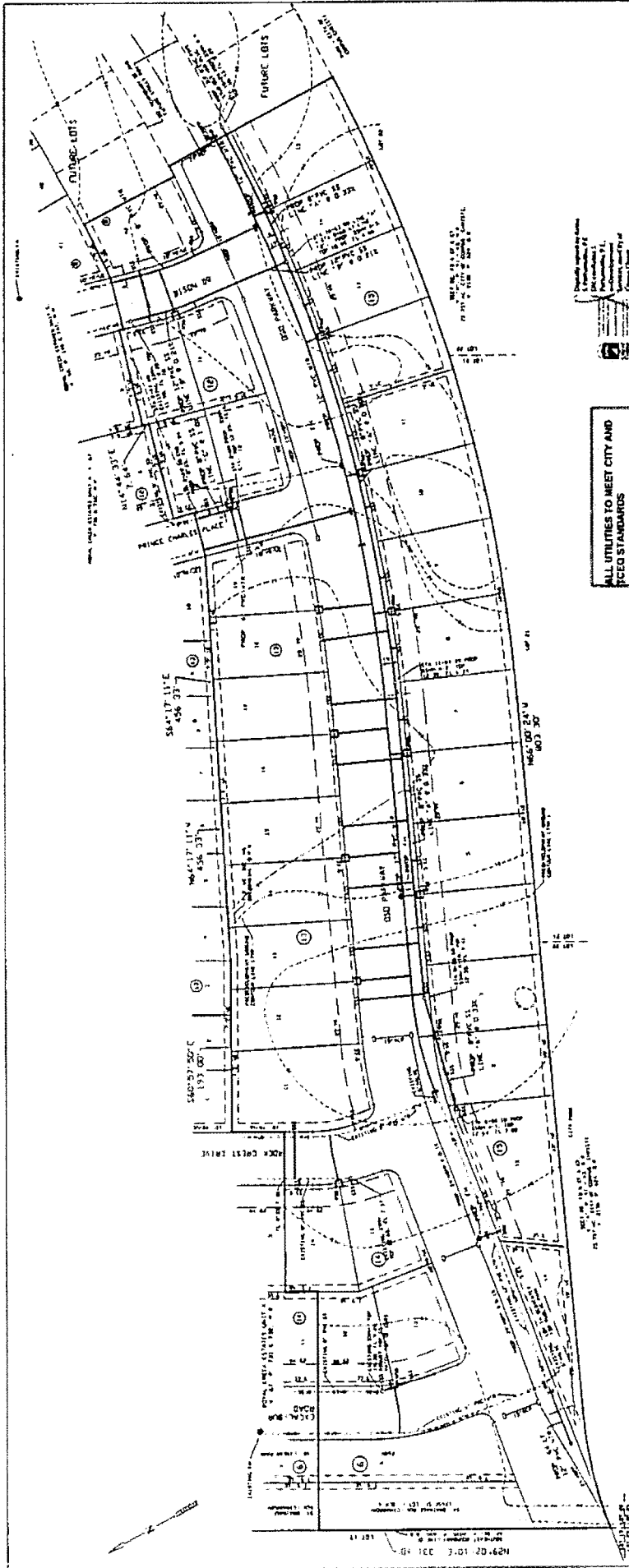
DATE: 08/11/2011

SHEET NO. 1 OF 1

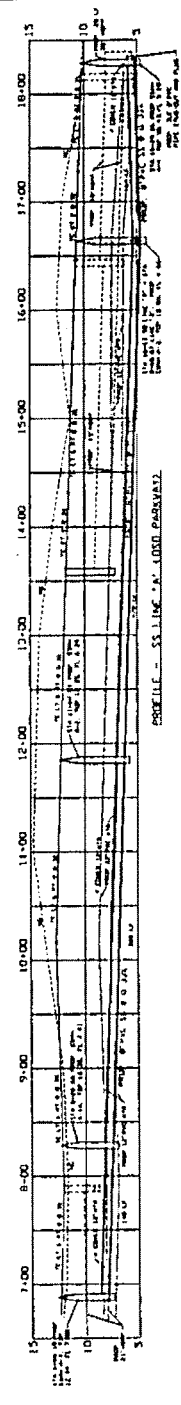
PROJECT NO. 1101010101

DRAWN BY: J. B. BROWN
 CHECKED BY: M. J. BROWN

APPROVED BY: M. J. BROWN



ALL UTILITIES TO MEET CITY AND
SCEO STANDARDS



PROFILE - SS LINE - P. L. OLD PARKWAY

PROFILE - SS LINE - P. L. OLD PARKWAY

PROFILE - SS LINE - P. L. OLD PARKWAY

PROFILE - SS LINE - P. L. OLD PARKWAY

PROFILE - SS LINE - P. L. OLD PARKWAY

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PROFILE - SS LINE - P. L. OLD PARKWAY

PROFILE - SS LINE - P. L. OLD PARKWAY

PROFILE - SS LINE - P. L. OLD PARKWAY



G. J. NELSON
Professional Engineer
No. 10000
State of Michigan

CLASS A. NELSON ENGINEERING
15000 W. LANSING
LANSING, MICHIGAN 48203
PHONE (313) 487-1000
FAX (313) 487-1001
WWW.NELSONENGINEERING.COM

ROYAL CRICK ESTATES UNIT 7
CORPUS CHRISTI, TEXAS 78401

SANITARY SEWER AND WATER PLAN & PROFILE
DATE: 10/15/11
SCALE: 1" = 20'

DATE: 10/15/11
SCALE: 1" = 20'

DATE: 10/15/11
SCALE: 1" = 20'

DATE: 10/15/11
SCALE: 1" = 20'

DATE: 10/15/11
SCALE: 1" = 20'

DATE: 10/15/11
SCALE: 1" = 20'

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

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

3054 S. Alameda St.
361 882-5521 - FAX 361 882-1265

ROYAL CREEK ESTATES UNIT 7
12" WATER GRID MAIN REIMBURSEMENT ESTIMATE
09/07/16

12" WATER GRID MAIN ITEMS REIMBURSABLE BY CITY		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" PVC PIPE	1187	LF	60.00	\$71,220.00
2	12" TEE	5	EA	850.00	4,250.00
3	12" CAP TAPPED FOR 2"	2	EA	350.00	700.00
4	12" GATE VALVE WITH BOX	4	EA	3,200.00	12,800.00
5	6" PVC PIPE	14	LF	32.00	448.00
6	FIRE HYDRANT ASSEMBLY	3	EA	4,000.00	12,000.00
7	6" GATE VALVE WITH BOX	3	EA	950.00	2,850.00
8	6" 90° ELBOW	2	EA	300.00	600.00
9	6" DIA X 30" PVC PIPE NIPPLE	6	EA	250.00	1,500.00
					\$106,368.00
SUBTOTAL					\$106,368.00
11% ENGINEERING, SURVEYING & TESTING					<u>\$11,700.48</u>
TOTAL CONSTRUCTION					\$118,068.48
LESS CITY WATER ACREAGE FEE					<u>-\$8,714.28</u>
TOTAL AMOUNT REIMBURSABLE					\$109,354.20

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.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY 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
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (for paid employees)	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROPERTY INSURANCE	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.



City of Corpus Christi, Texas
 Department of Development Services
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 (361) 826-3240
 Located at: 2406 Leopard Street
 (Corner of Leopard St. and Port Ave.)

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>NA</u>	<u>NA</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>NA</u>	<u>NA</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>NA</u>	<u>NA</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>NA</u>	<u>NA</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: General Partner
 (Print)

Signature of Certifying Person: Moses Mostaghasi Date: 8/1/17

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.

ASSUMPTION WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: August 23, 2004

Grantor: MOSSA MOSTAGHASI d/b/a MPM Homes

Grantor's Mailing Address: 3546 Picadilly
Corpus Christi, Nueces County, Texas 78414

Grantee: MPM DEVELOPMENT, L.P.

Grantee's Mailing Address: 3546 Picadilly
Corpus Christi, Nueces County, Texas 78414

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by the Grantee, and the Grantee's assumption of the unpaid principal and interest on two notes: (i) one certain note in the original principal sum of \$725,000.00 dated April 13, 2004, payable to the order of First National Bank which is secured by the prior and superior vendor's lien on Tract One (1), and by a first lien deed of trust (to said Tract One) of even date from Grantee to Michael V. McCarthy, Trustee; and (ii) one certain note in the original principal sum of \$1,045,000.00 dated April 13, 2004, payable to the order of First National Bank, which is secured by a prior and superior vendor's lien on Tract Two (2) of the Property and by a first lien deed of trust (to said Tract Two) of even date from Grantee to Michael V. McCarthy, Trustee. Grantee agrees to indemnify and hold Grantor harmless from the payment of the note and from the performance of the Grantor's obligations specified in the instrument securing payment of the note.

Property:

Being 108.037 acres of land, more or less, out of Lots Six (6), Seven (7), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23), Section Twenty-two (22), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, as shown by the map or plat thereof, recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes, and being more particularly described in two (2) tracts as follows, to wit:

TRACT ONE (1):

Description of an 87.534 acre tract of land, more or less, a portion of Lots Six (6), Seven (7), Ten (10), Eleven (11), Twelve (12), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23), Section Twenty-two (22), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, as shown by the map or plat thereof, recorded in Volume A, Pages 41 through 43, Map Records of Nueces County, Texas, and being a portion of a 183.86 acre tract of land described by deed recorded at Document No. 898387, Official Public Records of Nueces County, Texas, said 87.534 acre tract as further described by metes and bounds as shown on Exhibit "A" attached hereto and incorporated herein.

TRACT TWO (2):

Description of a 20.503 acre tract of land, more or less, a portion of Lots Twelve (12), Thirteen (13), Twenty (20), and Twenty-one (21), Section Twenty-two (22), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, as shown by the map or plat thereof, recorded in Volume A, Pages 41 through 43, Map Records of Nueces County, Texas, and also being a portion of a 183.86 acre tract of land described by deed at Document No. 898387, Official Public Records of Nueces County, Texas, said 20.503 acre tract as further described by metes and bounds as shown on Exhibit "A" attached hereto and incorporated herein.

Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to all valid and existing easements, restrictions, rights-of-way, mineral reservations and leases, conditions, exceptions, reservations and covenants, of whatever nature of record with the County Clerk of Nueces County, Texas, affecting said property, and also to the zoning laws and other restrictions, regulations, ordinances, and statutes of municipal or other governmental authorities applicable to and enforceable against the property, and ad valorem taxes for the tax year 2004, which are hereby assumed by the Grantee.

Notwithstanding disclosures required by law to be given by Seller(s) to Purchaser(s) prior to and/or contemporaneous with transfer of title or recordation of public notice of such transaction, Grantor(s) and Grantee(s) hereby acknowledge their mutual agreement, as negotiated, which is a factor in the price for the property hereinabove described, that with this conveyance GRANTOR(S) SELLS AND CONVEYS SAID PROPERTY TO GRANTEE(S) AND GRANTEE(S) ACCEPTS SAID PROPERTY IN "AS IS" CONDITION, WHERE IS, AND WITH ALL FAULTS, EXCEPT FOR THE WARRANTY OF TITLE PROVIDED HEREIN, AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR THIS DEED FROM OR ON BEHALF OF THE GRANTOR, INCLUDING, WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR THE QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY, AND (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY. GRANTEE AGREES THAT GRANTOR HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE PROPERTY AND ITS COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDINANCES, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL

PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. FURTHER GRANTEE AGREES THAT GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO IN THIS DEED, and that Grantee(s) acknowledges sole reliance upon Grantee's own inspections and/or investigations, if any, of said property and upon Grantee's own due diligence in regard thereto, it being the intention of Grantor and Grantee to expressly negate and exclude all warranties including without limitation, the implied warranties of merchantability and fitness for any particular purpose and warranties created by an affirmation of fact or promise or by any description of the property or by any sample or model or any other warranties whatsoever contained in or created by the Texas Uniform Commercial Code.

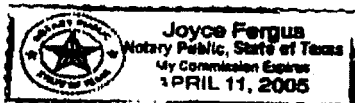
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same of any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.


MOSSA MOSTAGHASI
d/b/a MPM Homes

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 23 day of August, 2004, by Mossa Mostaghasi, d/b/a MPM Homes.




Notary Public, State of Texas

EXHIBIT "A"

Being 108.037 acres of land, more or less, out of Lots Six (6), Seven (7), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Twenty (20), Twenty-one (21), Twenty-two (22), and Twenty-three (23), Section Twenty-two (22), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, as shown by the map or plat thereof, recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes, and being more particularly described in two (2) tracts as follows, to-wit:

TRACT ONE (1):

Description of an 87.534 acre tract of land, more or less, a portion of Lots Six (6), Seven (7), Ten (10), Eleven (11), Twelve (12), Twenty (20), Twenty-one (21), Twenty-two (22) and Twenty-three (23), Section Twenty-two (22), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a map of which is recorded in Volume A, Pages 41 through 43, Map Records of Nueces County, Texas, and being a portion of a 183.86 acre tract of land described by deed recorded at Document No. 898387, Official Public Records of Nueces County, Texas, said 87.534 acre tract as further described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set in a southwest boundary line of a 43.60 acre tract of land described in Document No. 1997010298, said Official Public Records, said beginning point for a north central corner of the tract herein described and said beginning point bears S 60 deg. 57' 50" E, 466.00 ft. from a 5/8 inch iron rod found for the westernmost corner of Lot 1, Block 2, Cimmaron Ranch Unit 1, a map of which is recorded in Volume 58, Pages 100 and 101, said Map Records;

THENCE, S 60 deg. 57' 50" E, along said southwest boundary line of a 43.60 acre tract, a distance of 634.17 ft. to a 5/8 inch iron rod set for interior central northeasterly corner of the tract herein described and southeast corner of said 43.60 acre tract;

THENCE, N 29 deg. 02' 10" E, 993.90 ft. along the southeast boundary line of said 43.60 acre tract to a 5/8 inch iron rod set for a northeasterly corner of the tract herein described and interior easterly corner of said 43.60 acre tract;

THENCE, N 87 deg. 57' 21" E, along an easterly boundary line of said 43.60 acre tract, at 19.60 ft. pass the southernmost or southwest right-of-way corner of Safety Steel Drive, a public road, and continuing along the south right-of-way line of said Safety Steel Drive, in all a distance of 270.57 ft. to a 5/8 inch iron rod found for the northernmost or northeast corner of the tract herein described and northwest corner of the northeasterly portion of a 75.757 acre City of Corpus Christi tract of land described by deed recorded in Volume 2138, Page 624, Deed Records of Nueces County, Texas;

THENCE, along a westerly boundary line of the northeasterly portion of said City of Corpus Christi tract, S 01 deg. 56' 35" E, 790.30 ft. to a 5/8 inch iron rod set for the northeasterly corner of the herein described tract and westerly corner of said northeasterly

portion of City of Corpus Christi tract;

THENCE, S 31 deg. 00' 54" W, 421.22 ft. along a westerly boundary line of said northeasterly portion of City of Corpus Christi tract, to a 5/8 inch iron rod set for interior easterly corner of the tract herein described;

THENCE, continuing along a westerly boundary line of said northeasterly portion of City of Corpus Christi tract, S 01 deg. 18' 30" E, 848.61 ft. to a 4 inch iron rod found for the southeast corner of the tract herein described and interior central easterly corner of said City of Corpus Christi tract;

THENCE, S 59 deg. 07' 18" W, along a northerly boundary line of the southwesterly portion of said City of Corpus Christi tract, a distance of 394.19 ft. to a 5/8 inch iron rod set at the point of curvature of a circular curve to the right having a central angle of 55 deg. 00' 39", a radius of 1824.50 ft. and a chord bearing S 86 deg. 29' 54" W, a distance of 1685.23 ft.;

THENCE, along the arc of said circular curve to the right, being along a northerly boundary line of said southwesterly portion of City of Corpus Christi tract, a distance of 1751.74 ft. to a 4 inch iron pipe found at the point of tangency;

THENCE, N 66 deg. 00' 24" W, along a northerly boundary line of said southwesterly portion of City of Corpus Christi tract, a distance of 803.30 ft. to a 4 inch iron pipe found at the point of curvature of a circular curve to the left having a central angle of 15 deg. 55' 54", a radius of 498.08 ft. and a chord bearing N 73 deg. 48' 36" W, a distance of 138.05 ft.;

THENCE, along the arc of said circular curve to the left, being along said northerly boundary line of the southwesterly portion of said City of Corpus Christi tract, a distance of 138.50 ft. to a 5/8 inch iron rod set for the westernmost corner of the tract herein described, easternmost corner of a 69.12 acre City of Corpus Christi tract of land described by deed recorded in Volume 2092, Page 778, said Deed Records, said westernmost corner being in the southeast boundary line of a 42 ft. wide drainage easement described by deed recorded in Volume 2035, page 665, said Deed Records, said westernmost corner of the tract herein described also being the westernmost corner of said 183.86 acre tract described in Document No. 898387;

THENCE, along the northwest boundary line of said 183.86 acre tract, being along the southeast right-of-way line of said 42 ft. wide drainage easement and along the northwest boundary lines of said Lot 20, Section 22, N 29 deg. 02' 10" E, 1111.10 ft. to a 5/8 inch iron rod set for the northwest corner or westernmost north corner of the tract herein described;

THENCE, S 60 deg. 57' 50" E, 448.00 ft. to a 5/8 inch iron rod set for interior westerly corner of the tract herein described;

THENCE, N 29 deg. 02' 10" E, 20.00 ft. to a 5/8 inch iron rod set for westerly corner of the tract herein described;

THENCE, S 60 deg. 57' 50" E, 110.00 ft. to a 5/8 inch iron rod set for westerly corner of the tract herein described;

THENCE, S 29 deg. 02' 10" W, 310.13 ft. to a 5/8 inch iron rod set for interior westerly corner of the tract herein described;

THENCE, S 66 deg. 00' 24" E, 312.15 ft. to a 5/8 inch iron rod set at the point of curvature of a circular curve to the left having a central angle of 12 deg. 28' 44", a radius of 1074.50 ft. and a chord bearing S 72 deg. 13' 56" E, a distance of 233.56 ft.;

THENCE, along the arc of said circular curve to the left, a distance of 234.02 ft. to a 5/8 inch iron rod set for central interior corner of the tract herein described;

THENCE, N 29 deg. 02' 10" E, 362.06 ft. to a 5/8 inch iron rod set for central interior corner of the tract herein described;

THENCE, N 60 deg. 57' 50" W, 240.00 ft. to a 5/8 inch iron rod set for central corner of the tract herein described;

THENCE, N 29 deg. 02' 10" E, 110.00 ft. to a 5/8 inch iron rod set for central corner of the tract herein described;

THENCE, S 60 deg. 57' 50" E, 43.77 ft. to a 5/8 inch iron rod set for interior central corner of the tract herein described;

THENCE, N 29 deg. 02' 10" E, 320.00 ft. to a 5/8 inch iron rod set for north central interior corner of the tract herein described;

THENCE, N 60 deg. 57' 50" W, 35.52 ft. to a 5/8 inch iron rod set for north central corner of the tract herein described;

THENCE, N 29 deg. 02' 10" E, 360.00 ft. to the POINT OF BEGINNING.

TRACT TWO (2):

Description of a 20.503 acre tract of land, more or less, a portion of Lots Twelve (12), Thirteen (13), Twenty (20) and Twenty-one (21), Section Twenty-two (22), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a map of which is recorded in Volume A, Pages 41 through 43, Map Records, Nueces County, Texas, and also being a portion of a 183.86 acre tract of land described by deed recorded at Document No. 898387, Official Public Records of Nueces County, Texas, said 20.503 acre tract as further described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the westernmost corner of Lot 1, Block 2, Cimmaron Ranch Unit 1, a map of which is recorded in Volume 58, Pages 100 and 101, said Map Records, said beginning point for the northernmost or north central corner of the tract herein described;

THENCE, along the southwest boundary line of said Block 2, Cimmaron Ranch Unit 1, and along a southwest boundary line of a 43.60 acre tract of land described in Document No. 1997010298, said Official Public Records, S 60 deg. 57' 50" E, 466.01 ft. to a 5/8 inch iron rod set for the easternmost or northeast corner of the tract herein described;

THENCE, S 29 deg. 02' 10" W, 360.00 ft. to a 5/8 inch iron rod set for central interior easterly corner of the tract herein described;

THENCE, S 60 deg. 57' 50" E, 35.52 ft. to a 5/8 inch iron rod set for central easterly corner of the tract herein described;

THENCE, S 29 deg. 02' 10" W, 320.00 ft. to a 5/8 inch iron rod set for easterly corner of the tract herein described;

THENCE, N 60 deg. 57' 50" W, 43.77 ft. to a 5/8 inch iron rod set for interior corner of the tract herein described;

THENCE, S 29 deg. 02' 10" W, 110.00 ft. to a 5/8 inch iron rod set for southeasterly interior corner of the tract herein described;

THENCE, S 60 deg. 57' 50" E, 240.00 ft. to a 5/8 inch iron rod set for southeasterly corner of the tract herein described;

THENCE, S 29 deg. 02' 10" W, 362.06 ft. to a 5/8 inch iron rod set for the southernmost corner of the tract herein described and being in the arc of a circular curve to the right having a central angle of 12 deg. 28' 44", a radius of 1074.50 ft. and a chord bearing N 72 deg. 13' 56" W, a distance of 233.56 ft.;

THENCE, along the arc of said circular curve to the right a distance of 234.02 ft. to a 5/8 inch iron rod set at the point of tangency;

THENCE, N 66 deg. 00' 24" W, 312.15' to a 5/8 inch iron rod set for southerly corner of the tract herein described;

THENCE, N 29 deg. 02' 10" E, 310.13' to a 5/8 inch iron rod set for interior southerly corner of the tract herein described;

THENCE, N 60 deg. 57' 50" W, 110.00 ft. to a 5/8 inch iron rod set for central interior southerly corner of the tract herein described;

THENCE, S 29 deg. 02' 10" W, 20.00 ft. to a 5/8 inch iron rod set for southwesterly corner of the tract herein described;

THENCE, N 60 deg. 57' 50" W, 448.00 ft. to a 5/8 inch iron rod set for the westernmost corner of the tract herein described in the northwest boundary line of said Lot 20, Section 22 and southeast boundary line of a 42 ft. wide drainage easement described by instrument recorded in Volume 2035, Page 655, Deed Records of Nueces County, Texas;

THENCE, along the northwest boundary line of said Lot 20, Section 22 and said Lot 13, Section 22 and northwest boundary line of said 183.86 acre tract N 29 deg. 02' 10" E, 685.00 ft. to a 5/8 inch iron rod set for the northwest or northernmost western corner of the tract herein described and westernmost corner of a City Park as shown by said plat of Cimmaron Ranch Unit 1;

THENCE, S 60 deg. 57' 50" E, along the southwest boundary line of said City Park and southwest right-of-way line of Rock Crest Drive, a distance of 400.24 ft. to a 5/8 inch iron rod set for central interior northerly corner of the tract herein described and southernmost right-of-way corner of said Rock Crest Drive;

THENCE, N 29 deg. 02' 10" E, 90.00 ft., along the southeast right-of-way line of said Rock Crest Drive to a 5/8 inch iron rod set at the point of curvature of a circular curve to the right having a central angle of 90 deg. 00' 00", a radius of 10.00 ft. and a chord bearing of N 74 deg. 02' 10" E, a distance of 14.14 ft.;

THENCE, along the arc of said circular curve to the right, being along a southeast right-of-way line of said Rock Crest Drive, a distance of 15.71 ft. to a 5/8 inch iron rod set for interior central northerly corner of the tract herein described and southeast corner of the right-of-way of said Rock Crest Drive;

THENCE, N 29 deg. 02' 10" E, along a southeast right-of-way line of said Rock Crest Drive, a distance of 50.00 ft. to a 5/8 inch iron rod set for north central interior corner of the tract herein described and southeast right-of-way corner of said Rock Crest Drive and being in the arc of a circular curve to the right having a central angle of 90 deg. 00' 00", a radius of 10.00 ft. and a chord bearing N 15 deg. 57' 50" W, a distance of 14.14 ft.;

THENCE, along the arc of said circular curve to the right, being along an easterly right-of-way line of said Rock Crest Drive, a distance of 15.71 ft. to a 5/8 inch iron rod set at the point of tangency;

THENCE, continuing along a southeast right-of-way line of said Rock Crest Drive, N 29 deg. 02' 10" E, 90.00 ft. to the POINT OF BEGINNING.

AFTER RECORDING RETURN TO:
David L. Smith
5350 S. Staples St., Suite 407
Corpus Christi, Texas 78411

Doct 2004044346
Pages 6
08/26/2004 08:33:59 AM
Filed & Recorded in
Official Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees \$27.00

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me, and
was duly RECORDED in the Official Public Records of
Nueces County, Texas



Diana T. Barrera
COUNTY CLERK
NUECES COUNTY, TEXAS


Any instrument which restricts the title to the use of
of the same shall be void if the property is not of the color,
condition, sex, or status of the person to whom it is
transferred, and unenforceable under FEDERAL LAW 94-142/89

Moses Mostaghasi

361-774-3832

April 26, 2016

MPM Development, LP is the owner at Royal Creek Estates Unit 7. I Mossa (Moses) Mostaghasi authorize on behalf of MPM Development, LP for the development of Royal Creek Estates Unit 7



Mossa (Moses) Mostaghasi

PO Box 331308

Corpus Christi, TX 78463

FAX: 361-888-7602

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-243844

Date Filed:
08/01/2017

Date Acknowledged: *[Signature]*
11/2/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MPM Development, LP
Corpus Christi, TX United States

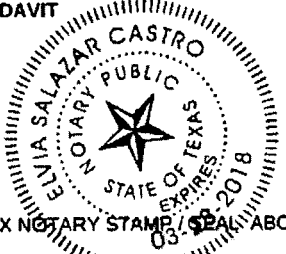
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Corpus Christi Development Services

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Royal Creek Estates Unit 7
Water Reimbursement Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Moses Mostaghani, this the 02 day of Aug. 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Elvia S. Castro
Printed name of officer administering oath

Notary Public State of TX
Title of officer administering oath

Doc# 2017048024
Pages 27 38
11/16/2017 3:30PM
Official Records of
NUECES COUNTY
KARA SANDS
COUNTY CLERK
Fees \$159.00

Any provision herein which restricts the Sale,
Rental or use of the described
REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status, or
National Origin is invalid and unenforceable
under FEDERAL LAW, 3/12/89.

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED
in file number sequence on the date and at the
time stamped herein by me, and was duly RECORDED
in the Official Public Records of
Nueces County, Texas
KARA SANDS



Kara Sands