

**DISTRIBUTION MAIN EXTENSION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Water Distribution Main Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and MPM Development L.P., ("Developer/Owner"), a Texas corporation, acting by and through its general partner.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on September 11, 2013 to develop a tract of land, to wit: approximately 13.07 acres known as Royal Creek Estates Unit 6, located on the south side of Safety Steel Drive, west of Rodd Field Road and south of Yorktown Boulevard as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the distribution main extension ("Distribution Main Extension");

WHEREAS, it is to the best interest of the City that the Distribution Main Extension be constructed to its ultimate capacity under the City's applicable Master Plan;

WHEREAS, Section 8.5.1.C.2. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Distributions Main Trust Fund and are appropriated by the City Council, or from other applicable funds otherwise authorized by City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs for installing the Distribution Main Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Distribution Main Extension in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

2. **PLANS AND SPECIFICATIONS.**

a. Developer/Owner shall contract with a professional engineer registered and licensed in the State of Texas, acceptable to the City's Development Services Engineer, to prepare and seal plans and specifications for the Distribution Main Extension, as shown in the attached **Exhibit 3**, the content of such exhibit being incorporated by reference into this Agreement, with the design in conformance with the City's Infrastructure Design Manual as well as the following minimum requirements:

1. Install 1,014 linear feet of 8-inch PVC water distribution main line;
2. Installation of one (1) 8-inch cap tapped for 2-inch;
3. Install one (1) 8-inch gate valve w/box;
4. Install one (1) 8-inch tee;
5. Install one (1) 8-inch EL, any angle,
6. Install one (1) 6-inch gate valve with box;
7. Install 53 linear feet of 6-inch PVC water distribution line;
8. Install one (1) lump sum patch pavement

b. The offsite Distribution Main Extension must begin at the northwest corner of Lot 1, Royal Creek Estates Unit 6, and extend east 1,014 linear feet and connect to existing 8-inch water valve.

c. The plans and specifications must comply with the City's Water Distribution Standards Detail Sheets and Standard Specifications.

d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

e. Intent of Plans and Specifications:

1. The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the plans, specifications, special provisions, proposal, and contract.
2. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal, contract, and any addendum issued, and shall do such additional extra work as may be considered necessary to complete the work in a satisfactory and acceptable manner.
3. The Contractor shall furnish all labor, tools, material, machinery, equipment and incidentals necessary for the prosecution of the work.

3. **SITE IMPROVEMENTS.** Prior to the start of construction of the Distribution Main Extension, the Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Distribution Main Extension.

4. **PLATTING FEES.** Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC for the area of the Distribution Main Extension.

5. **DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS.** Developer/Owner shall award a contract and complete the Distribution Main Extension, under the approved plans and specifications, by **August 26, 2015.**

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 and obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.
8. DEFAULT. The following events shall constitute default:
- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.
 - b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer by the 60th calendar day after the date of approval of this Agreement by the City Council.
 - c. Developer/Owner fails to award a contract for the construction of the Distribution Main Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.
 - d. Developer/Owner's contractor does not reasonably pursue construction of the Distribution Main Extension under the approved plans and specifications.
 - e. Developer/Owner's contractor fails to complete construction of the Distribution Main Extension, under the approved plans and specifications, on or before **August 26, 2015**.
 - f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.
 - g. Failure of the Developer/Owner to comply with Sections 13 or 14 of 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 sufficient detail, the nature of the default and the requirements to cure such default.
 - b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
 - c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
 - d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.

e. In the event of an uncured default by the Developer/Owner, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:

1. Terminate this Agreement after the required notice and opportunity to cure the default;
2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
3. Perform any obligation or duty of the Developer/Owner under this Agreement and charge the cost of such performance to the Developer/Owner. The Developer/Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer/Owner receives notice of the cost of performance. In the event the Developer/Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

f. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer/Owner has all its remedies at law or in equity for such default.

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; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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/Owner:

MPM Development, L.P.
Attn: Mossa Moses Mostaghani
426 S. Staples
Corpus Christi, Texas 78401

2. If to the City:

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

with a copy to:

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

- b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.
- c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

12. **THIRD PARTY BENEFICIARY.** Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Distribution Main Extension, contracts for testing services, and contracts with the contractor for the construction of the Distribution Main Extension must provide that the City is a third party beneficiary of each contract.

13. **PERFORMANCE AND PAYMENT BONDS.** Developer/Owner shall, before beginning the work that is the subject of this Agreement, execute 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 bonds must comply with Texas Government Code, Chapter 2253.

14.1. **WARRANTY.** Developer/Owner shall fully warranty the workmanship of and function of the Distribution Main Extension and the construction of the Distribution Main Extension for a period of one year from and after the date of acceptance of the facilities by the City.

14.2. **Removal of Defective and Unauthorized Work:**

- a) All work which has been rejected or condemned by the City must be repaired, or if it cannot be repaired satisfactorily, it must be removed and replaced at the Developer/Owner's sole expense.
- b) Defective materials must be immediately removed from the site of the work. Work not in conformance to the Plans and Specifications, work outside project scope, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's risk, and considered unauthorized and not eligible for reimbursement.

- c) The work, at the option of the City Engineer or the City's Development Services Engineer, may be ordered removed at the Contractor's expense if not defective or not in conformance with the City's Infrastructure Design Manual, and other laws, codes and regulations.
- d) Upon failure of the Developer/Owner to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice from the City, the City will, after giving written notice to the Developer/Owner, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed, and to deduct the cost from any payment due or to become due the Developer/Owner.

15. REIMBURSEMENT.

- a. Subject to the conditions for reimbursement from the City Developer Participation Funds and the appropriation of funds, the City will reimburse the Developer/Owner the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed **\$22,691.11** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.
- b. The City agrees to reimburse the Developer/Owner on a monthly basis upon invoicing for work performed. The reimbursement will be made within 30 days from the date of the invoice in accordance with state law. Developer/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement.
- c. To be eligible for reimbursement, the work must be completed in a good and workmanlike manner, in accordance with the approved plans and specifications, and in compliance with the City's Infrastructure Design Manual, and all other local, state and federal laws, codes and regulations, and must have been inspected and accepted by the City.
- d. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

16. INDEMNIFICATION. DEVELOPER/OWNER SHALL FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ALL SUITS, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES, LIABILITY, DAMAGES AND JUDGMENTS RECOVERED FROM OR ASSERTED AGAINST CITY FOR ANY AND ALL PROPERTY DAMAGE OR INJURIES SUSTAINED BY ANY PERSON, INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION, PERSONAL INJURY OR DEATH, ARISING FROM OR INCIDENT TO, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION OF THE DISTRIBUTION MAIN EXTENSION. THIS INDEMNIFICATION SPECIFICALLY

INCLUDES CLAIMS BROUGHT BY DEVELOPER, OR DEVELOPER'S OWN EMPLOYEES, AGENTS OR REPRESENTATIVES. THIS INDEMNIFICATIONS SURVIVES TERMINATION OF THIS AGREEMENT.

17. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: approximately 13.07 acres known as Royal Creek Estates Unit 6, a subdivision in Corpus Christi, 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/Owner's successors or assigns.

18. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

19. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 5**.

20. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

21. AUTHORITY. The person signing this Agreement on behalf of each of the parties represents, warrants, and guarantees that they have authority to act on behalf of the party and make this Agreement binding and enforceable by their signature.

EXECUTED IN ONE ORIGINAL: this _____ day of _____, 20__:

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary



Gustavo Gonzalez
Assistant City Manager

APPROVED AS TO FORM: July 30, 2014.



Julian Grant
Assistant City Attorney

MPM Development, L.P.

By: Mossa Moses Mostaghasi
Mossa Moses Mostaghasi
General Partner

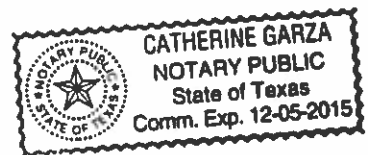
STATE OF TEXAS

§
§
§

COUNTY OF MIRCEAS

This instrument was acknowledged before me on July 27th, 2014, by Mossa Moses Mostaghasi, General Partner, MPM Development, L.P., a Limited Partnership, on behalf of said partnership.

Catherine Garza
Notary Public's Signature



STATE OF TEXAS §
COUNTY OF NUECES §

WE, MPM DEVELOPMENT, LP, 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, 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____

VAHID MOSTAGHASI, GENERAL PARTNER

STATE OF TEXAS §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY VAHID MOSTAGHASI.

THIS THE ____ DAY OF _____, 20____

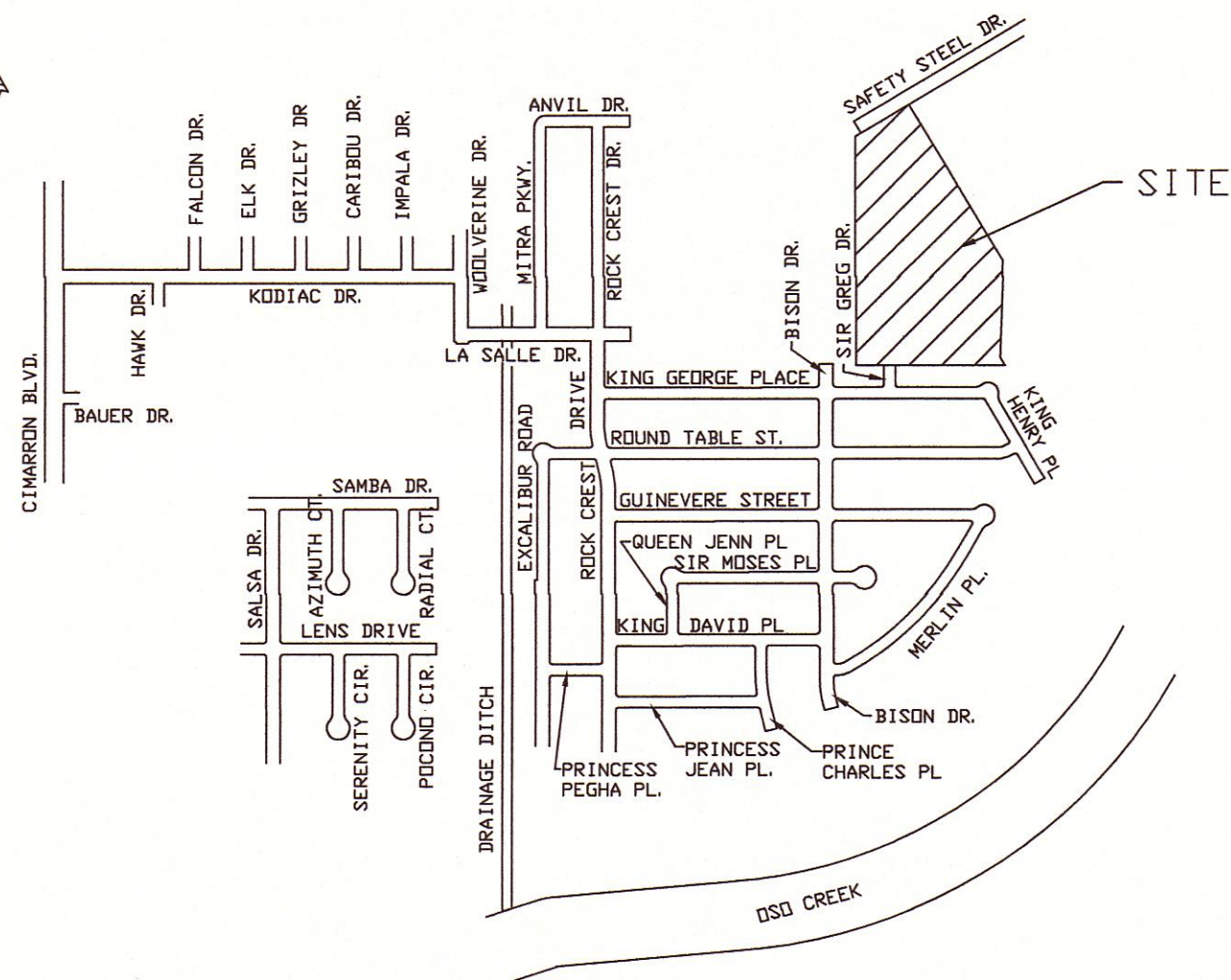
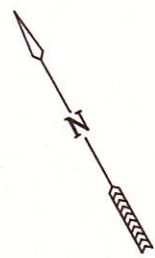
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

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
REGISTERED PROFESSIONAL LAND SURVEYOR,
TEXAS NUMBER 2211



LOCATION MAP

1" = 800'

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

RENEE T. COUTURE, P.E.
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
GOVIND NADKARNI, P.E., C.E.

SECRETARY
MARK E. VAN VLECK, P.E.

1. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
2. THE RECEIVING WATER FOR STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS NOT CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK, BUT IT IS RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
3. SET 5/8" I.R.'S AT ALL CORNERS UNLESS OTHERWISE NOTED.
4. THE BASIS OF BEARINGS IS THE COMMON SOUTHWEST BOUNDARY OF THE SUBJECT SITE AND THE NORTHEAST BOUNDARY LINE OF ROYAL CREEK ESTATES UNIT 2, S60°57'50"E, AS SHOWN.
5. THE ENTIRE SITE IS IN FEMA ZONE "B" EXCEPT THAT A SMALL PORTION OF THE SITE IS IN ZONE A13 (EL 12). FEMA ZONES ARE FROM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 485494 0520 D, REVISED JUNE 4, 1987, FOR NUECES COUNTY, TX, UNINCORPORATED AREAS.
6. THE TOTAL AREA OF THIS PLAT IS 13.007 ACRES INCLUDING STREET DEDICATIONS.
7. AT CUL-DE-SACS, SIDEWALK SHALL BE TIED TO THE CURB.



PLAT OF ROYAL CREEK ESTATES UNIT 6 CORPUS CHRISTI, NUECES COUNTY, TEXAS

AN 13.007 ACRE TRACT OF LAND, MORE OR LESS, BEING A PORTION OF LOTS 6, 7, 10, AND 11, SECTION 22, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME "A", PAGES 41 - 43, MAP RECORDS, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 8/6/13
COMP. NO.: PLAT-SH1.DWG
JOB. NO.: 13019
SCALE: 1" = 60'
PLAT SCALE: SAME
SHEET 1 OF 2

STATE OF TEXAS §
COUNTY OF NUECES §

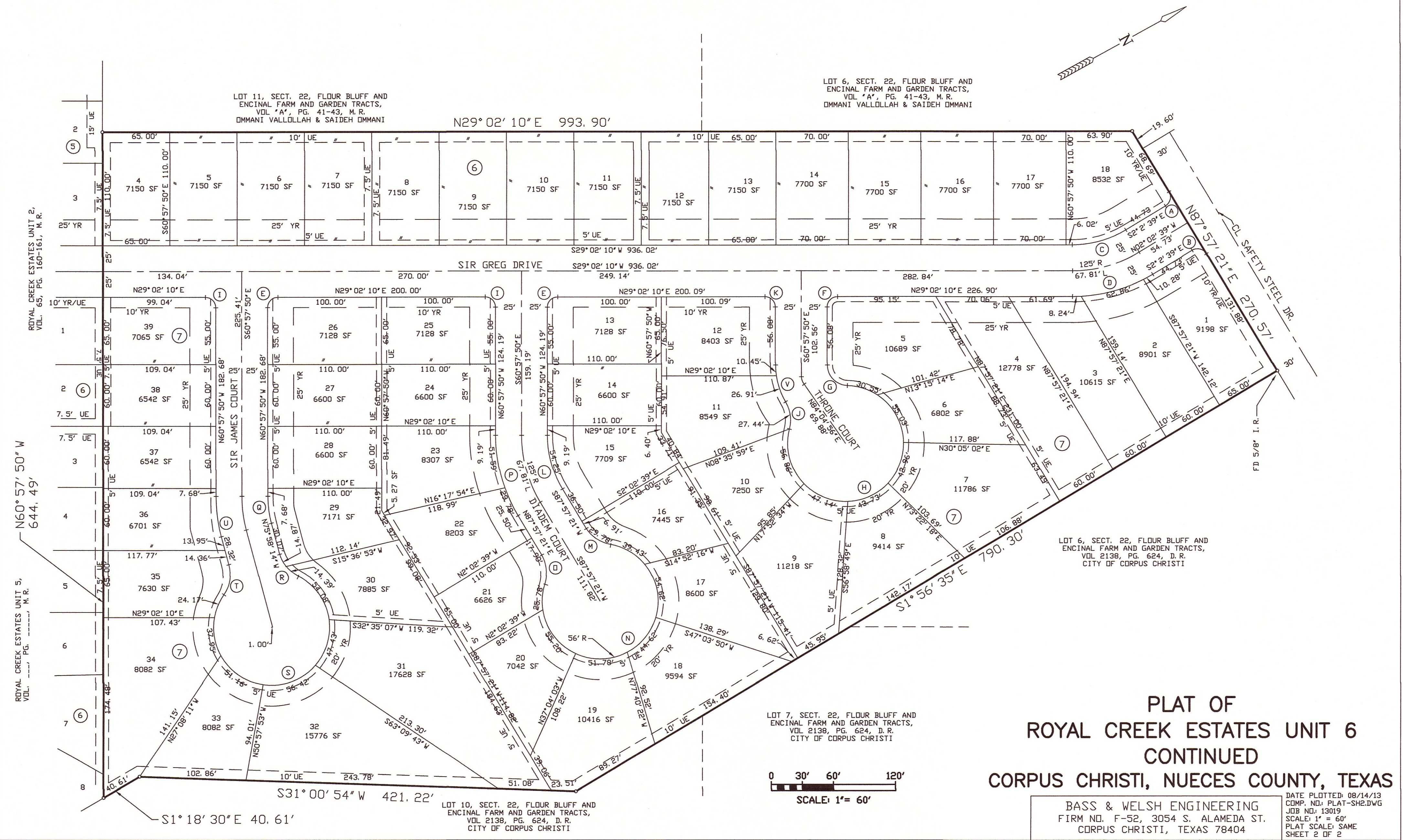
I, DIANA T. BARRERA, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE ____ DAY OF _____, 20____ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____ M., AND DULY RECORDED 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

DIANA T. BARRERA, CLERK
COUNTY COURT
NUECES COUNTY, TEXAS

- (A) D=90° 00' 00"
R=10.00'
T=10.00'
L=15.71'
CB=N47° 02' 39" W
CH=14.14'
- (B) D=90° 00' 00"
R=10.00'
T=10.00'
L=15.71'
CB=N42° 57' 21" E
CH=14.14'
- (C) D=31° 04' 49"
R=100.00'
T=27.81'
L=54.25'
CB=S13° 29' 45" W
CH=53.58'
- (D) D=31° 04' 49"
R=150.00'
T=41.71'
L=81.37'
CB=S13° 29' 45" W
CH=80.37'
- (E) D=90° 00' 00"
R=10.00'
T=10.00'
L=15.71'
CB=N15° 57' 50" W
CH=14.14'
- (F) D=90° 00' 00"
R=10.00'
T=10.00'
L=15.71'
CB=N15° 57' 50" W
CH=14.14'
- (G) D=88° 19' 14"
R=20.00'
T=19.42'
L=30.83'
CB=N74° 52' 33" E
CH=27.87'
- (H) D=282° 39' 44"
R=56.00'
T=44.81'
L=276.27'
CB=S07° 57' 12" E
CH=69.98'
- (I) D=90° 00' 00"
R=10.00'
T=10.00'
L=15.71'
CB=N74° 02' 10" E
CH=14.14'
- (J) D=44° 55' 37"
R=35.00'
T=14.47'
L=27.44'
CB=N69° 05' 09" W
CH=26.75'
- (K) D=90° 00' 00"
R=10.00'
T=10.00'
L=15.71'
CB=N74° 02' 10" E
CH=14.14'
- (L) D=31° 04' 49"
R=100.00'
T=27.81'
L=54.25'
CB=S76° 30' 15" E
CH=53.58'
- (M) D=48° 45' 01"
R=35.00'
T=15.86'
L=29.78'
CB=S63° 34' 51" W
CH=28.89'
- (N) D=277° 30' 03"
R=56.00'
T=49.11'
L=271.22'
CB=S02° 02' 39" E
CH=73.85'
- (O) D=48° 45' 01"
R=35.00'
T=15.86'
L=29.78'
CB=N67° 40' 08" W
CH=28.89'
- (P) D=31° 04' 49"
R=150.00'
T=41.71'
L=81.37'
CB=S76° 30' 15" E
CH=80.37'
- (Q) D=15° 00' 24"
R=100.00'
T=13.17'
L=26.19'
CB=N68° 28' 02" W
CH=26.12'
- (R) D=47° 54' 27"
R=35.00'
T=15.55'
L=29.27'
CB=N80° 04' 33" E
CH=28.42'
- (S) D=277° 29' 24"
R=56.00'
T=49.12'
L=271.21'
CB=S14° 52' 02" W
CH=73.85'
- (T) D=49° 34' 57"
R=35.00'
T=16.17'
L=30.29'
CB=S51° 10' 45" E
CH=29.35'
- (U) D=15° 00' 24"
R=150.00'
T=19.76'
L=39.29'
CB=S68° 28' 02" E
CH=39.17'
- (V) D=30° 35' 08"
R=70.00'
T=19.14'
L=37.37'
CB=S76° 15' 24" E
CH=36.93'



**PLAT OF
ROYAL CREEK ESTATES UNIT 6
CONTINUED
CORPUS CHRISTI, NUECES COUNTY, TEXAS**

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

DATE PLOTTED: 08/14/13
COMP. NO.: PLAT-SH2.DWG
JOB NO.: 13019
SCALE: 1" = 60'
PLAT SCALE: SAME
SHEET 2 OF 2

APPLICATION FOR WATERLINE REIMBURSEMENT

We, MPM Development, L.P., a limited partnership, whose address is 426 S. Staples, Corpus Christi, Texas 78401, owners and developers of proposed Royal Creek Estates Unit 6 Subdivision, hereby request reimbursement of \$22,691.12 for the installation of water distribution main improvements, in conjunction with said lot, as provided for by City Ordinance No. 17092. \$55,210.23 is the construction cost, including 11% Engineering and Surveying, in excess of the lot/acreage fee, as shown by the cost supporting documents attached herewith.

[Handwritten Signature]

Mossa Moses Mostaghasi, General Partner
MPM Development, L.P.

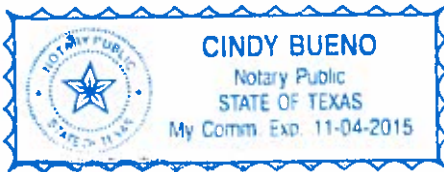
07/21/14

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on *July 21st*, 2014, by Mossa Moses Mostaghasi, General Partner, MPM Development, L.P., a Texas limited partnership, on behalf of the said partnership.



Andy Bueno

Notary Public in and for the State of Texas

CERTIFICATION

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

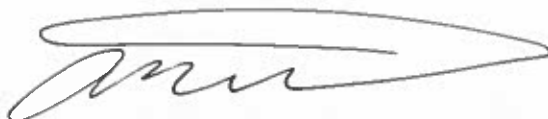
- (a) Sufficiency of funds in the Distribution Main Trust Fund, and
- (b) Appropriation and approval by the City Council.

Development Services Engineer

(Date)

APPLICATION FOR WATERLINE CREDIT

We, MPM Development, L.P., a limited partnership, whose address is 426 S. Staples, Corpus Christi, Texas 78401, owners and developers of proposed Royal Creek Estates Unit 6 Subdivision, hereby apply for \$9,828.00 credit towards the water lot/acreage fee for the installation of the water distribution main improvements as provided for by City Ordinance No. 17092. \$65,038.23 is the construction cost, including 11% Engineering and Surveying, as shown by the cost supporting documents attached herewith.



Mossa Moses Mostaghasi, General Partner
MPM Development, L.P.

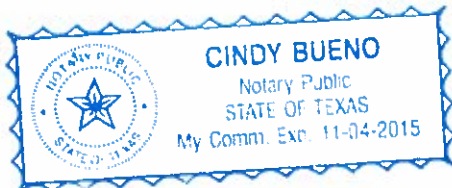
07/21/14

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on July 21ST, 2014, by Mossa Moses Mostaghasi, General Partner, MPM Development, L.P., a Texas limited partnership, on behalf of the said partnership.



Cindy Bueno
Notary Public in and for the State of Texas

ROYAL CREEK ESTATES UNIT 6
 PRELIMINARY COST ESTIMATE
 6/14/14

ITEM	PRELIMINARY COST ESTIMATE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Street & Sur		6/14/2014			
1	2' HMAc	6747	SY	17.00	\$114,699.00
2	6" Curb & Gutter	4087	LF	14.50	59,261.50
3	6' Limestone Base	8564	SY	16.00	137,024.00
4	8" Lime Stabilized Subgrade to 1' BC	8564	SY	6.75	57,807.00
5	4' Thick R/C Walk	20422	SF	4.00	81,688.00
6	5' RC Valley gutter	111	LF	60.00	6,660.00
7	Clearing and Grubbing	1	LS	2,500.00	2,500.00
8	Excavation	1	LS	58,000.00	58,000.00
9	Street Signs	4	EA	350.00	1,400.00
					\$519,039.50
Storm Sewer Items					
1	15" RCP	118	LF	35.00	\$4,130.00
2	24" RCP	702	LF	41.00	28,782.00
3	27" RCP	88	LF	48.00	4,224.00
4	5' Inlet Slot or Post Type	6	EA	2,400.00	14,400.00
					\$51,536.00
Sanitary Sewer Items					
1	8' PVC Pipe	1870	LF	55.00	\$102,850.00
2	FG Manhole 4' Diameter	9	EA	4,500.00	40,500.00
3	4' or 6' PVC Service	54	EA	800.00	43,200.00
4	Drop Connection	9	LF	1,500.00	13,500.00
					\$200,050.00
Water Items Reimbursable by City					
1	8" PVC Pipe	1014	LF	46.00	\$46,644.00
2	8' Cap Tapped for 2"	1	EA	480.00	480.00
3	8' Gate Valve with box	1	EA	1,180.00	1,180.00
4	8' MJ Tee	1	EA	475.00	475.00
5	8" El Any Angle	1	EA	350.00	350.00
6	6" Gate Valve w/ Box	1	EA	950.00	950.00
7	6" PVC Pipe	53	EA	38.00	2,014.00
8	Patch Pavement	1	LS	6,500.00	6,500.00
					\$58,593.00
On-Site Water Items					
1	6" PVC Pipe	1892	LF	38.00	\$71,896.00
2	Fire Hydrant Assembly	2	EA	3,400.00	6,800.00
3	6" EL, 90 deg DI	5	EA	350.00	1,750.00
4	6" Tee, DI	7	EA	350.00	2,450.00
5	6" Cap Tapped for 2"	3	EA	350.00	1,050.00
6	6" x 30" PVC Nipple	6	EA	350.00	2,100.00
7	6" Gate Valve w/ Box	6	EA	950.00	5,700.00
8	2" HDPE	832	EA	24.00	19,968.00
9	2" Corp Stop	4	EA	450.00	1,800.00
10	2" gate Valve	4	EA	650.00	2,600.00
11	2" El any Angle	4	EA	150.00	600.00
12	Double Water Service	28	EA	650.00	18,200.00
13	Single water service	2	EA	550.00	1,100.00
					\$136,014.00
Miscellaneous Construction					
1	Blank 2" and 4" Conduit for AEP	150	LF	20.00	\$3,000.00
2	Traffic Control & Barricading Plan (During Construction)	1	LS	2,500.00	2,500.00
3	Trench Safety for Excavations (Sanitary Sewer & Storm Ser Pipes of all Sizes)	3238	LF	2.00	6,476.00
4	Storm Water Pollution Prevention	1	LS	3,500.00	3,500.00
					\$15,476.00

TOTAL CONSTRUCTION

\$980,708.50

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

13019-PCE-WTR
 6/24/14

ROYAL CREEK UNIT 6
 OFFSITE WATER
 REIMBURSEMENT ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OFFSITE WATER ITEMS (FOR CITY REIMBURSEMENT)					
1.	8" PVC PIPE	1014	LF	46.00	\$ 46,644.00
2.	8" CAP TAPPED FOR 2"	1	EA	480.00	480.00
3.	8" GATE VALVE W/BOX	1	EA	1,180.00	1,180.00
4.	8" TEE	1	EA	475.00	475.00
5.	8" EL, ANY ANGLE	1	EA	350.00	350.00
3.	6" GATE VALVE W/BOX	1	EA	950.00	950.00
4.	6" PVC PIPE	53	LF	38.00	2,014.00
5.	PATCH PAVEMENT	1	LS	6,500.00	6,500.00

SUBTOTAL \$ 58,593.00

11% ENGINEERING, SURVEYING, AND TESTING 6,445.23

TOTAL \$ 65,038.23

OFFSITE REIMBURSEMENT (50%) (32,519.12)

LESS ACREAGE FEE VALUE (9,828.00)

TOTAL AMOUNT REIMBURSEABLE \$22,691.12



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>NONE</u>	<u>NONE</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>NONE</u>	<u>NONE</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>NONE</u>	<u>NONE</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>NONE</u>	<u>NONE</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: Mossa Mostaghasi **Title:** President
 (Print)

Signature of Certifying Person:  **Date:** 6-25-2014

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.