

**Resolution authorizing a developer participation agreement with Southside Ventures III, LP to reimburse the developer up to \$91,578.18 for the City's share of the cost to construct Oso Parkway associated with a planned residential subdivision known as Cayo Del Oso Subdivision, Section 4**

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

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

**SECTION 1.** The City Manager or designee is authorized to execute a developer participation agreement ("Agreement") with Southside Ventures III, LP, ("Developer"), for the City's portion of the cost to construct Oso Parkway including all related appurtenances for development of Cayo Del Oso Subdivision, Section 4, Corpus Christi, Nueces County, Texas.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021:

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

ATTEST:

CITY OF CORPUS CHRISTI

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

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

**PARTICIPATION AGREEMENT  
For Streets  
Per UDC §8.4**

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

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

**WHEREAS**, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being 37.13 acers of land situated in portion of Lots 9, 10 and 11, Section 26, Flour Bluff and Encinal Farm and Garden Tracts (the "Property"), and the Owner desires to develop and plat the Property designated on **Exhibit 1** of this Agreement, which exhibit is attached to and incorporated in this Agreement by reference, to be known as Cayo Del Oso Subdivision Section 4 ("Plat");

**WHEREAS**, as a condition of the Plat, the Developer/Owner is required to expand, extend, and construct Oso Parkway approximately 1080 lineal feet of roadway and associated construction improvements as depicted on and in accordance with the improvement requirements (the "Roadway Extension") set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

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

**WHEREAS**, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

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

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

**Section 1. RECITALS.** The parties agree that the language contained in the preamble of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering into and executing this Agreement.

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

**Section 3. CITY PARTICIPATION.** Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Roadway Extension shall not exceed **\$91,578.18**

**Section 4. REIMBURSEMENT.** The City shall reimburse the Developer a pro rata portion of the City's agreed costs of the Roadway Extension monthly, based on the percentage of construction completed less the Developer's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The invoices must be paid by the City no later than thirty (30) days following receipt of each monthly invoice. Such reimbursement will be made payable to the Developer at the address shown in section N of this Agreement.

**Section 5. PERFORMANCE BOND.** In accordance with the Texas Local Government Code, the Developer shall execute a performance bond for the construction of the Roadway Extension to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The Developer shall submit proof of the required performance bonds to the City.

**Section 6. INSURANCE.** Insurance requirements are as stated in **Exhibit 4**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and Development Services Department. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request.

**Section 7. CONSTRUCTION CONTRACT DOCUMENTS.** Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Roadway Extension.

**Section 8. INSPECTIONS.** Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Roadway Extension or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Roadway Extension.

**Section 9. WARRANTY.** The Developer shall fully warranty the workmanship and construction of the Roadway Extension for a period of two years from and after the date of acceptance of the improvements by the Executive Director of Public Works.

**Section 10. 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 INDEMNITEES ON ACCOUNT OF INJURY OR DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF ROYAL CREEK ESTATES UNIT 8 SUBDIVISION DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT. THIS INDEMNITY SURVIVES TERMINATION OF THIS AGREEMENT.**

**Section 11. DEFAULT.** The following events shall constitute default:

1. Developer fails to submit plans and specifications for the Roadway Extension to the Executive Director of Public Works in advance of construction.



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

## **Section 12. NOTICE AND CURE.**

1. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.
3. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
4. Should the Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section N, of the need to perform the obligation or duty and, should the Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer.
5. 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:
  - a. Terminate this Agreement after the required notice and opportunity to cure the default;
  - b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or
  - c. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
6. In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer has all its remedies at law or in equity for such default.

### **Section 13. FORCE MAJEURE.**

1. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
2. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within 10 days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Section 14. NOTICES.**

1. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

If to the City:

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

If to the Developer:

Southside Ventures III, LP  
5949 La Costa Drive  
Corpus Christi, Tx 78414

with a copy to:

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

2. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.
3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

**Section 15. PROJECT CONTRACTS.** Developer's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Roadway Extension, contracts for testing services, and contracts with the contractor for the construction of the Roadway Extension must provide that the City is a third party beneficiary of each contract.

**Section 16. DISCLOSURE OF INTEREST.** In compliance with City of Corpus Christi Ordinance No. 17112, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 5**.

**Section 17. CERTIFICATE OF INTERESTED PARTIES.** Developer agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

1. persons with a "controlling interest" in the entity, which includes:
  - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
  - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
2. a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

**Section 18. CONFLICT OF INTEREST.** Developer agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

**Section 19. SEVERABILITY.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

**Section 20. COOPERATION.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**Section 21. ENTIRE AGREEMENT.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

**Section 22. AMENDMENTS.** Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

**Section 23. APPLICABLE LAW; VENUE.** This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

**Section 24. AUTHORITY.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**Section 25. INDEPENDENT CONTRACTOR.** Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

**Section 26. NON-APPROPRIATION.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

**Section 27. TERM.** This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. This Agreement expires 24 calendar months from the date this document is executed by the City, unless terminated earlier in accordance with the provisions of this Agreement.

EXECUTED in one original this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

CITY OF CORPUS CHRISTI

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

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

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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF NUECES   §

This instrument was signed by Albert J. Raymond III, Director of Development Services, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public, State of Texas

APPROVED AS TO FORM: This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
For the City Attorney

Southside Ventures, LP  
Streets Participation Agreement

**DEVELOPER:** Southside Ventures III, LP

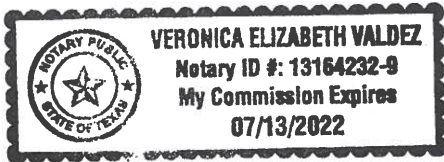


Dan Caballero,  
Member of PDG Management, L.L.C  
General partner of Southside Ventures III, LP

2/3/2021  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on the 3rd, of  
February 2021, by Dan Caballero, Member of PDG Management, L.L.C.,  
general partner of Southside Ventures III, LP, a Texas limited partnership, on behalf of  
said partnership.



  
Notary Public's Signature



# CAYO DEL OSO SUBDIVISION SECTION 4

Block 12, Lot 2 & Block 3, Lots 12 - 31

BEING A 10.919 ACRE TRACT OF LAND PARTIALLY SITUATED IN LOT 9 AND LOT 10, SECTION 26 OF THE FLOUR BLUFF & ENCINAL FARM AND GARDEN TRACTS AS RECORDED IN VOLUME A, PAGE 41 OF THE MAP RECORDS, NUECES COUNTY, TEXAS AND BEING A PORTION OF A CALLED 37.13 ACRE TRACT OF LAND DESCRIBED BY WARRANTY DEED DATED JULY 27, 2018, CONVEYED FROM PALM LAND INVESTMENT, INC. TO SOUTHSIDE VENTURES III, L.P. AS RECORDED IN INSTRUMENTS OF THE OFFICIAL PUBLIC RECORDS, NUECES COUNTY, TEXAS

## SURVEYOR'S CERTIFICATE/ ENGINEER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:  
THAT, I, TERRY T. RUDDICK, DO HEREBY CERTIFY THAT I MADE AN ACTUAL AND ACCURATE SURVEY OF THE PLATTED LAND, AND THAT THE CORNER AND BOUNDARIES THEREON HAVE BEEN CORRECTLY LOCATED AND THAT THE PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT ORDINANCE OF THE CITY OF CORPUS CHRISTI, TEXAS.

## REVIEW COPY

TERRY T. RUDDICK, REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 4943  
URBAN SURVEYING, INC.  
2004 N. COMMERCE ST.  
VICTORIA, TX 77901  
(361) 578-9836

KNOW ALL MEN BY THESE PRESENTS:  
THAT, I, RAY M. BRIDGES, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT ORDINANCE OF THE CITY OF CORPUS CHRISTI, TEXAS.

## REVIEW COPY

RAY M. BRIDGES, REGISTERED PROFESSIONAL ENGINEER  
TEXAS REGISTRATION NO. 68789  
URBAN ENGINEERING  
TRF# NO. F-160  
2004 N. COMMERCE ST.  
VICTORIA, TX 77901  
(361) 578-9836

## CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS  
COUNTY OF NUECES  
THIS IS TO CERTIFY THAT (JWB, SOUTHSIDE VENTURES III, L.P., AWARED) THE LEGAL OWNER(S) OF THE LAND SHOWN ON THIS PLAT, BEING THE TRACT OF LAND DESIGNATED HEREIN AS CAYO DEL OSO SUBDIVISION, SECTION 4 IN THE CITY OF CORPUS CHRISTI, TEXAS.  
FURTHER, (JWB), THE UNDERSIGNED, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.  
SOUTHSIDE VENTURES III, L.P.  
BY: PDG MANAGEMENT, L.L.C.  
ITS GENERAL PARTNER

DAN CAVALLERO, MEMBER  
STATE OF TEXAS  
COUNTY OF NUECES

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAN CAVALLERO, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.  
NOTARY PUBLIC, STATE OF TEXAS

## PLANNING COMMISSION CERTIFICATE OF APPROVAL

THE 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 \_\_\_\_\_, \_\_\_\_\_.  
JEREMY BAUGH  
CHAIRMAN

AL RAYMOND III, ALA.  
SECRETARY

## DEPARTMENT OF DEVELOPMENT SERVICES CERTIFICATE OF APPROVAL

STATE OF TEXAS  
COUNTY OF NUECES  
THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY IS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS.  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.  
JALAL SALEH, P.E.  
DEVELOPMENT SERVICES ENGINEER

## COUNTY CLERK CERTIFICATE

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, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE: THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.  
IN SAID COUNTY IN VOLUME \_\_\_\_ PAGE \_\_\_\_ MAP RECORDS. WITNESS MY HAND AND SEAL OF OFFICE IN THE CITY OF CORPUS CHRISTI, TEXAS, THIS DAY AND YEAR LAST WRITTEN.

NO. \_\_\_\_\_  
FILED FOR RECORD AT \_\_\_\_ O'CLOCK, \_\_\_\_ M., \_\_\_\_\_.  
KARA SANDS, COUNTY CLERK  
NUECES COUNTY, TEXAS

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

## GENERAL NOTES

1. THIS PLAT IS CONTAINED WITHIN THE CITY OF CORPUS CHRISTI CORPORATE LIMITS.
2. STATISTICAL DATA:  
A) GROSS AREA - 10.919 ACRES  
B) IMPROVED LOTS (68-65) - 20 LOTS
3. THE TOTAL PLATTED AREA CONTAINS 10.919 ACRES OF LAND INCLUDING STREET DEDICATION.
4. ALL CORNERS ARE MARKED WITH A 5/8" DIAMETER STEEL ROD WITH YELLOW PLASTIC CAP MARKED "URBAN SURVEYING, INC" UNLESS OTHERWISE NOTED.
5. PSR - FOUND 5/8" DIAMETER STEEL ROD WITH YELLOW PLASTIC CAP MARKED "URBAN SURVEYING, INC".
6. PSR - SET 5/8" DIAMETER STEEL ROD WITH YELLOW PLASTIC CAP MARKED "URBAN SURVEYING, INC".
7. THE PROPERTY IS ZONED "RS-4.5" SINGLE FAMILY 4.5 DISTRICT AND MEETS THE DEVELOPMENT STANDARDS IN SQUARE FOOT AREAS AND YARD REQUIREMENTS.
8. DIRECT DRIVEWAY ACCESS PROHIBITED ONTO OSO PARKWAY FROM BLOCK 3, LOTS 21, 24, 28 & 29.
9. BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) USING CITY OF CORPUS CHRISTI CONTROL MONUMENTS SP 071 AND SP 086 (BEARING FROM SP 071 TO SP 086 IS NORTH 52 DEG. 28' 36.49" WEST).
10. THE RECEIVING WATER FOR THE STORM RUNOFF FROM THIS PROPERTY IS THE OSO DRY. THE TCRQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE PROPERTY AS "A" (AQUATIC LIFE USE FOR THE PROPERTY IS "A" CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE).
11. THE FINISHED FLOOR ELEVATIONS OF THE RESIDENCES MUST BE A MINIMUM OF 22 INCHES ABOVE THE CENTRALING OF THE ADJACENT ROADWAY.
12. THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE ZONING MAY CHANGE.
13. ACCORDING TO THE APPROXIMATE SCALE OF THE FLOOD INSURANCE RATE (FIRM) MAP, THE PROPERTY IS LOCATED IN FLOOD ZONE B & C (FIRM 1985, AND FEMA FIRM AMENDMENT 1846-2864-485464 (LONAR 3) (05/10/2018) THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN ZONE B & C & ZONE AE (ELEV: 14).
14. ZONE B HAS BEEN DEFINED AS AREAS BETWEEN THE 100 YEAR FLOOD & 500 YEAR FLOOD. OR CERTAIN AREAS SUBJECT TO 100 YEAR FLOOD WITH DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
15. ZONE C HAS BEEN DEFINED AS AREAS OF MINIMAL FLOODING.
16. ZONE AE (ELEV: 14) THE SPECIAL FLOOD HAZARD AREA (SFHA) IS AN AREA THAT WOULD BE INUNDATED BY THE FLOOD HAVING A 1-PERCENT ANNUAL CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR (BASE FLOOD).
17. ALL ELECTRICAL EASEMENTS (EAS) INDICATED ON PLAT) ARE AEP ELECTRICAL EASEMENTS AND ONLY FOR ELECTRICAL UTILITIES.
18. A PRIVATE STREET SHALL BE DESIGNATED AS A NON-BUILDABLE LOT. ALL BUILDABLE LOTS WITHIN THE SUBDIVISION SHALL HAVE ACCESS ONLY TO THE PRIVATE STREET. THE PRIVATE STREET SHALL BE A PUBLIC RIGHT-OF-WAY (EXCLUDING ALLEYS AND SERVICE DRIVES) AND A PUBLIC RIGHT-OF-WAY MAY BE PERMITTED. H.O.A. WILL MAINTAIN PRIVATE STREETS.
19. THE HOME OWNERS ASSOCIATION AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGE TO THE STREETS REASONABLY USED BY GOVERNMENT VEHICLES IN INQUIRIES OR DAMAGES TO OTHER PERSONS, PROPERTIES OR VEHICLES CLAIMED AS A RESULT OF STREET DESIGN OR CONSTRUCTION.

**usur** **urban engineering**  
SURVEYOR PLAT PREPARED BY  
URBAN SURVEYING INC.  
2004 N. Commerce St.  
Victoria, Texas 77901  
Phone: (361) 578-9836 Fax: (361) 578-9836  
www.urbansurveying.com  
Toll Free: 1-800-578-9836  
© 2004 Urban Engineering




**CAYO DEL OSO SUBDIVISION  
SECTION 4**

BEING A 10.919 ACRE TRACT OF LAND PARTIALLY SITUATED IN LOT 9 AND LOT 10, SECTION 26 OF THE FLOUR BLUFF & ENCINAL FARM AND GARDEN TRACTS AS RECORDED IN VOLUME A, PAGE 41 OF THE MAP RECORDS, NUECES COUNTY, TEXAS AND BEING A PORTION OF A CALLED 37.13 ACRE TRACT OF LAND DESCRIBED BY WARRANTY D.E.D. DATED JULY 27, 2018, CONVEYED FROM PALM LAND INVESTMENT, INC. TO SOUTHSIDE VENTURES III, L.P. AS RECORDED IN INSTRUMENT NO. 2018032872 OF THE OFFICIAL PUBLIC RECORDS, NUECES COUNTY, TEXAS.




## LINE DATA



LINE DATA		
LINE	BEARING	DISTANCE
L1	S 04°34'10" W	37.50'
L2	S 25°38'03" W	65.68'
L3	S 83°20'59" W	43.66'
L4	N 61°20'21" W	73.03'
L5	N 04°06'42" E	101.64'
L6	N 61°18'59" W	151.12'
L7	S 04°24'10" W	36.00'
L8	S 04°24'10" W	36.00'
L9	N 04°34'10" E	20.62'



GRAPHIC SCALE IN FEET



A horizontal graphic scale bar with alternating black and white segments. Below the bar are numerical markings at 0, 80, 160, 240, and 320.



**usi**  
SURVEYOR  
URBAN SURVEYING INC.

2004 N. Commerce St.  
Victoria, Texas 77901  
TREE# F-100

Phone: (361) 678-9637 Fax: (361) 678-9924 FIRM # 10021100

FOR OFFICIAL USE ONLY





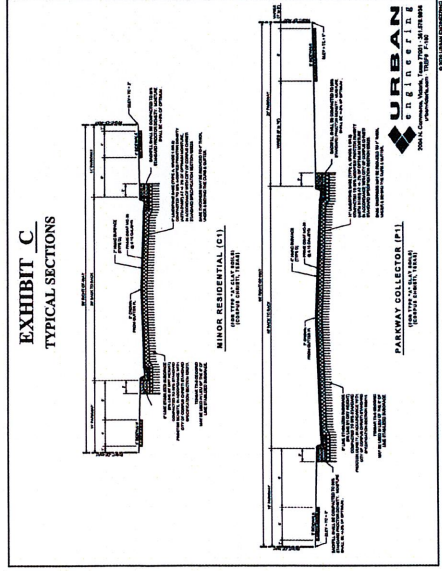
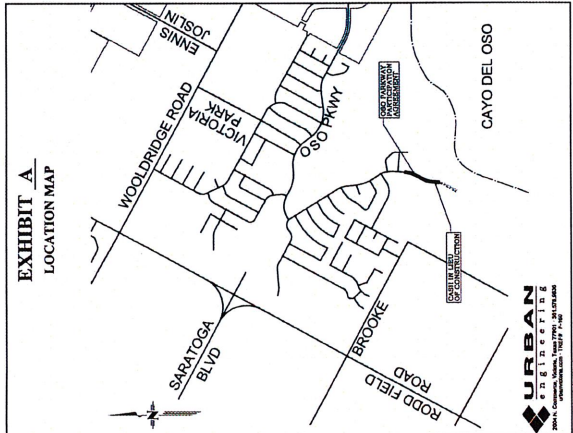
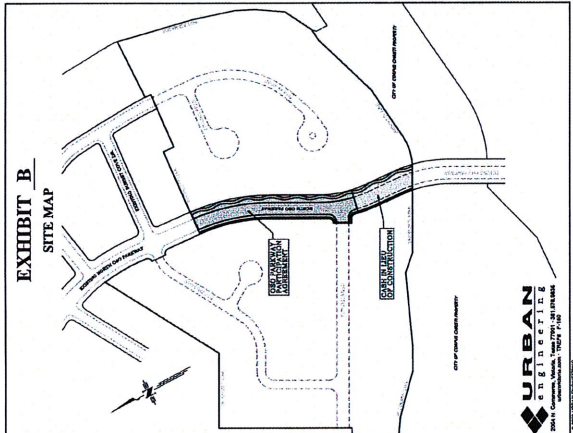


## OSO PARKWAY PARTICIPATION AGREEMENT

CONSTRUCTION COST ESTIMATE				
Cost (All items shown in a blue highlighted column (C1) and a yellow highlighted column (P4) for the Estimate)				
Estimate for Minor Rehabilitation Collector Street (C1)				
Item # Description				
Item #	Description	Unit	Quantity	Total Price
1	16' x 20' Signage	16x20	1	\$1,000.00
2	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
3	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
4	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
5	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
6	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
7	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
8	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
9	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
10	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
11	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
12	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
13	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
14	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
15	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
16	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
17	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
18	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
19	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
20	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
21	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
22	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
23	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
24	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
25	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
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42	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
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45	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
46	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)	2x4x8	1	\$1,000.00
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170	2" x 4" x 8' Signage (16' x 20' x 8' in excavation)			

### CASH IN LIEU OF CONSTRUCTION

CONSTRUCTION COST ESTIMATE					
Cash to Cash in Construction vs. a Future Budget Estimate and Future Make or Buy (Primary)					
Source: International					
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	
1	1. 30' x 40' x 10' concrete pad	500	CY	6.00	3,000.00
2	2. 12" x 12" x 10' concrete pad	500	CY	6.00	3,000.00
3	3. 12" x 12" x 10' concrete pad	500	CY	6.00	3,000.00
4	4. 12" x 12" x 10' concrete pad	100	BT	17.00	1,700.00
5	5. 12" x 12" x 10' concrete pad	100	BT	17.00	1,700.00
6	6. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
7	7. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
8	8. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
9	9. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
10	10. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
11	11. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
12	12. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
13	13. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
14	14. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
15	15. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
16	16. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
17	17. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
18	18. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
19	19. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
20	20. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
21	21. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
22	22. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
23	23. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
24	24. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
25	25. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
26	26. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
27	27. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
28	28. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
29	29. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
30	30. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
31	31. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
32	32. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
33	33. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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35	35. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
36	36. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
37	37. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
38	38. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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40	40. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
41	41. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
42	42. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
43	43. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
44	44. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
45	45. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
46	46. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
47	47. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
48	48. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
49	49. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
50	50. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
51	51. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
52	52. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
53	53. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
54	54. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
55	55. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
56	56. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
57	57. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
58	58. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
59	59. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
60	60. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
61	61. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
62	62. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
63	63. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
64	64. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
65	65. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
66	66. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
67	67. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
68	68. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
69	69. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
70	70. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
71	71. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
72	72. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
73	73. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
74	74. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
75	75. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
76	76. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
77	77. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
78	78. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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81	81. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
82	82. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
83	83. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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87	87. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
88	88. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
89	89. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
90	90. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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107	107. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
108	108. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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124	124. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
125	125. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
126	126. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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132	132. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
133	133. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
134	134. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
135	135. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
136	136. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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142	142. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
143	143. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
144	144. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
145	145. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
146	146. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
147	147. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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151	151. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
152	152. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
153	153. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
154	154. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
155	155. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
156	156. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
157	157. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
158	158. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
159	159. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
160	160. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
161	161. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
162	162. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
163	163. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
164	164. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
165	165. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
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168	168. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
169	169. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
170	170. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
171	171. 12" x 12" x 10' concrete pad	500	BT	5.00	2,500.00
172	1				



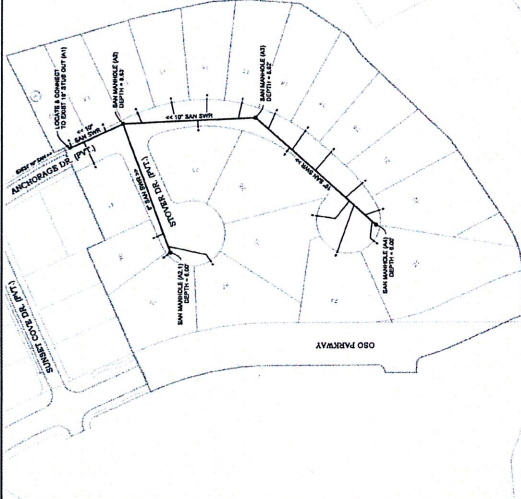






APPROVED  
C:\Users\jgarcia\OneDrive\Documents\2024\06-12-2024

ITEM	DESCRIPTION	QTY	UNIT
1	1" P.V. WATER MAIN	1	LN
2	1" P.V. WATER MAIN	1	LN
3	1" P.V. WATER MAIN	1	LN
4	1" P.V. WATER MAIN	1	LN
5	1" P.V. WATER MAIN	1	LN
6	1" P.V. WATER MAIN	1	LN
7	1" P.V. WATER MAIN	1	LN
8	1" P.V. WATER MAIN	1	LN
9	1" P.V. WATER MAIN	1	LN
10	1" P.V. WATER MAIN	1	LN
11	1" P.V. WATER MAIN	1	LN
12	1" P.V. WATER MAIN	1	LN
13	1" P.V. WATER MAIN	1	LN
14	1" P.V. WATER MAIN	1	LN
15	1" P.V. WATER MAIN	1	LN
16	1" P.V. WATER MAIN	1	LN
17	1" P.V. WATER MAIN	1	LN
18	1" P.V. WATER MAIN	1	LN
19	1" P.V. WATER MAIN	1	LN
20	1" P.V. WATER MAIN	1	LN
21	1" P.V. WATER MAIN	1	LN
22	1" P.V. WATER MAIN	1	LN
23	1" P.V. WATER MAIN	1	LN
24	1" P.V. WATER MAIN	1	LN
25	1" P.V. WATER MAIN	1	LN
26	1" P.V. WATER MAIN	1	LN
27	1" P.V. WATER MAIN	1	LN
28	1" P.V. WATER MAIN	1	LN
29	1" P.V. WATER MAIN	1	LN
30	1" P.V. WATER MAIN	1	LN
31	1" P.V. WATER MAIN	1	LN
32	1" P.V. WATER MAIN	1	LN
33	1" P.V. WATER MAIN	1	LN
34	1" P.V. WATER MAIN	1	LN
35	1" P.V. WATER MAIN	1	LN
36	1" P.V. WATER MAIN	1	LN
37	1" P.V. WATER MAIN	1	LN
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40	1" P.V. WATER MAIN	1	LN
41	1" P.V. WATER MAIN	1	LN
42	1" P.V. WATER MAIN	1	LN
43	1" P.V. WATER MAIN	1	LN
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81	1" P.V. WATER MAIN	1	LN
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97	1" P.V. WATER MAIN	1	LN
98	1" P.V. WATER MAIN	1	LN
99	1" P.V. WATER MAIN	1	LN
100	1" P.V. WATER MAIN	1	LN



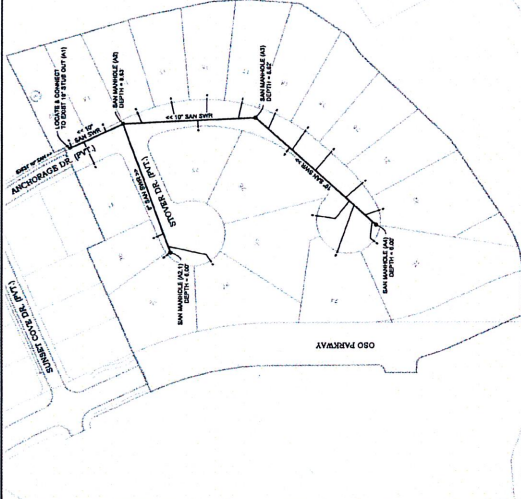
WATER DISTRIBUTION SYSTEM SCHEMATIC

GRAPHIC SCALE IN FEET  
0 100 200

SANITARY SEWER SYSTEM SCHEMATIC

GRAPHIC SCALE IN FEET  
0 100 200

ITEM	DESCRIPTION	QTY	UNIT
1	8" PVC SAN BWR MAIN	214	LF
2	12" PVC SAN BWR MAIN	641	EA
3	4" OA SAN BWR MANHOLE	4	EA
4	1.5 C TO EXIST 10" STUB	1	EA
5	8" SAN BWR SERVICE - LONG	14	EA
6	8" SAN BWR SERVICE - SHORT	6	EA



STORM SEWER SYSTEM SCHEMATIC

GRAPHIC SCALE IN FEET  
0 100 200

APPROVED	DATE	01/06/21
REVIEW	DATE	01/06/21
CONSTRUCTION	DATE	01/06/21
REVISIONS	DATE	01/06/21

2024 N. COMMERCIAL  
THIRDS F-103  
KAYLA TRAVIS 77301  
WWW.URBANENGINEERING.COM  
TEL (281) 578-8838  
FAX (281) 578-8838

URBAN ENGINEERING

PROJECT  
CAYO DEL OSO  
SUBDIVISION  
SECTION 4

CORPUS CHRISTI, TEXAS

TITLE  
UTILITY  
SCHEMATICS

DATE  
01/06/21

JOB NUMBER  
221443.04

SHEET  
C3

PAGE  
4 OF 16









APPROVED  
By James A. Williams, P.E., at 3:07 pm, Jan 12, 2012

KEYED NOTES

1	CONFORM WITH THE CITY OF CORPUS CHRISTI STANDARD DETAIL.
2	CONFORM WITH THE CITY OF CORPUS CHRISTI STANDARD DETAIL.
3	CONFORM WITH THE CITY OF CORPUS CHRISTI STANDARD DETAIL.
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100	CONFORM WITH THE CITY OF CORPUS CHRISTI STANDARD DETAIL.

APPROVED  
By James A. Williams, P.E., at 3:07 pm, Jan 12, 2012

STORM SEWER PLAN

DATE: 01/06/12  
JOB NUMBER: 121403.04  
SHEET: C6  
PAGE: 7 of 16

DESIGNER: J. A. WILLIAMS, P.E.  
CHECKER: J. A. WILLIAMS, P.E.  
APPROVER: J. A. WILLIAMS, P.E.

REVISIONS

NO.	DATE	DESCRIPTION
1	01/06/12	PRELIMINARY
2	01/06/12	REVIEW
3	01/06/12	FINAL APPROVAL
4	01/06/12	BIDDING
5	01/06/12	CONSTRUCTION

URBAN  
ENGINEERING

2004 N. Commerce  
Trinity, TX 78071  
Tel: (512) 578-8838  
Fax: (512) 578-8839  
www.urbanengineering.com

PROJECT  
CAYO DEL OSO  
SUBDIVISION  
SECTION 4

CORPUS CHRISTI, TEXAS

STORM SEWER PLAN

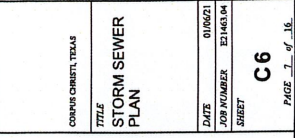
BENCHMARK	DESCRIPTION	ELEVATION
BM #1	TEMP SPICE MILL (CONCRETE)	14.82 (ND00728)
BM #2	INTERSECTION OF TEMP SPICE MILL AND TEMP COVE (CONCRETE)	17.56 (ND00728)
BM #3	TEMP SPICE MILL	14.88 (ND00728)
BM #4	TEMP COVE (CONCRETE)	15.13 (ND00728)

STORM SEWER PLAN

GRAPHIC SCALE IN FEET

0 50 100 150 200

TRUE NORTH









APPROVED  
By: James Schmitt, P.E., at 3:04 pm, Jan 12, 2011

**DATE** 1-12-11

**REVISIONS**

NO.	DATE	DESCRIPTION
1	1-12-11	PRELIMINARY
2	1-12-11	REVIEW
3	1-12-11	FINAL APPROVAL
4	1-12-11	BIDDING
5	1-12-11	CONSTRUCTION

**KEYNOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

2. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL.

3. ALL GRADES ARE TO BE CONFORMED TO THE PROPOSED GRADE.

4. ALL EXISTING GRADES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.

5. ALL UTILITIES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.

6. ALL STRUCTURES ARE TO BE CONFORMED TO THE PROPOSED GRADE.

7. ALL STRUCTURES ARE TO BE CONFORMED TO THE PROPOSED GRADE.

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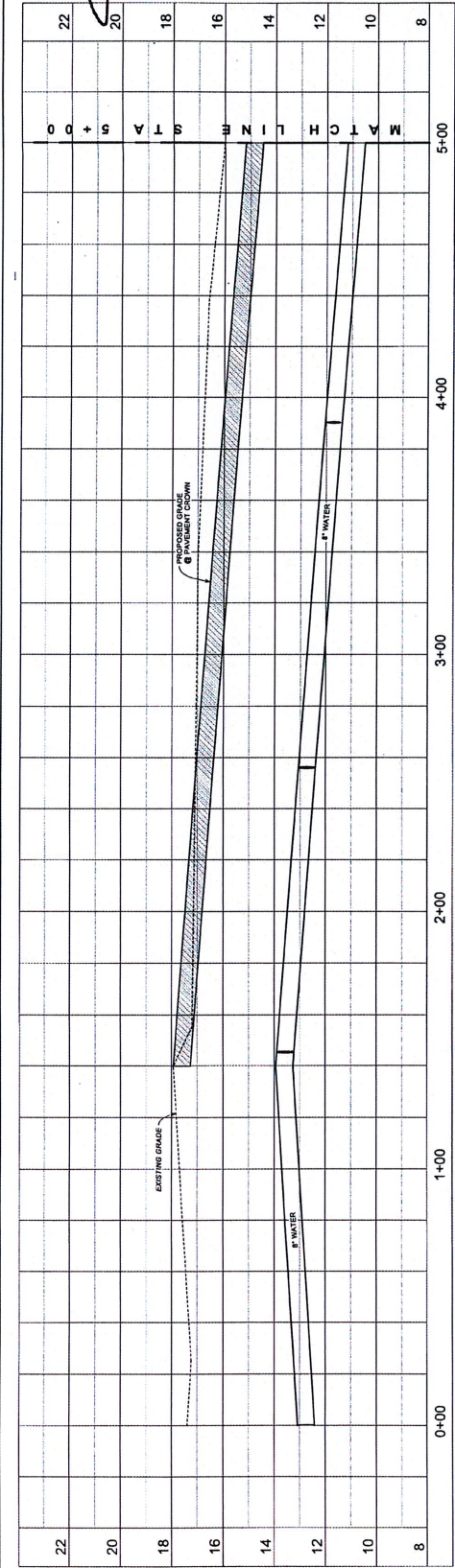
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22. ALL STRUCTURES ARE TO BE CONFORMED TO THE PROPOSED GRADE.

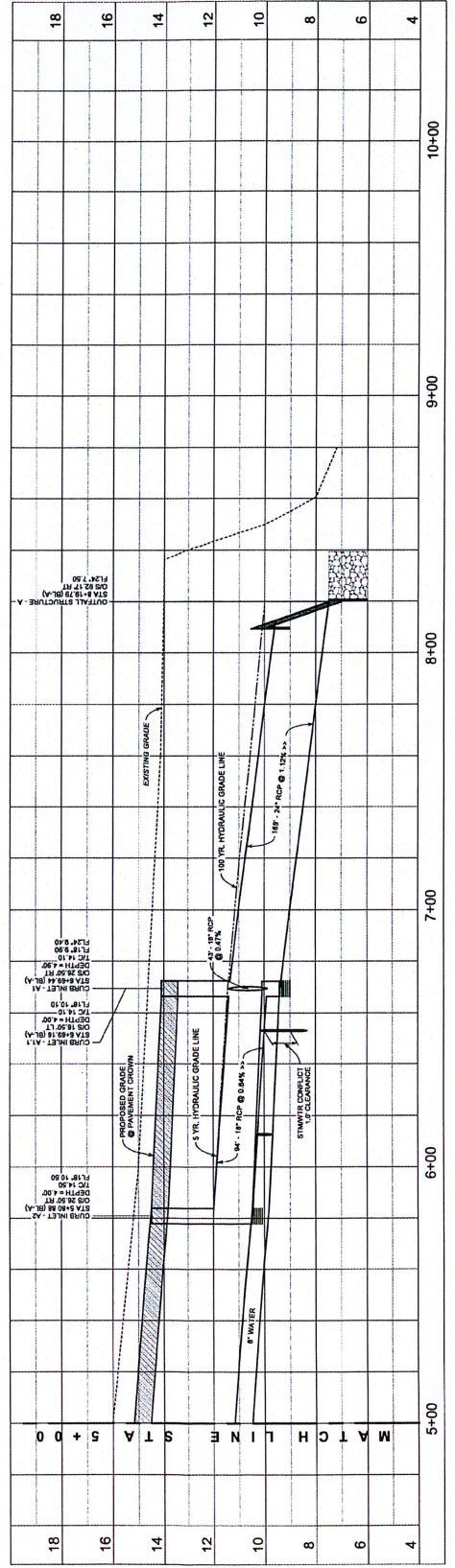
**URBAN**

2004 N. Commerce  
Victoria, Texas 77901  
Tel: (361) 575-9836  
Fax: (361) 575-9838  
www.urbaninc.com

<b>PROJECT</b>	CAYO DEL OSO SUBDIVISION SECTION 4
<b>TITLE</b>	PROFILES
<b>COMPANY</b>	CHARTER, TEXAS
<b>DATE</b>	01/06/21
<b>JOB NUMBER</b>	231443.04
<b>SHEET</b>	C8.1
<b>PAGE</b>	3 of 14



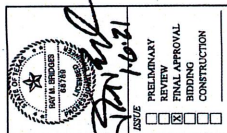
**BASELINE A (N. OSO PARKWAY)**  
STA 0+00 to STA 5+00



**BASELINE A (N. OSO PARKWAY)**  
STA 5+00 to STA 10+00



APPROVED  
By: [Signature]  
Date: 10/12/2017



REVISIONS

DATE

BY

REVIEW

FINAL APPROVAL

BIDDING

CONSTRUCTION

ISSUE

10/12/2017

10/12/2017

10/12/2017

10/12/2017

10/12/2017

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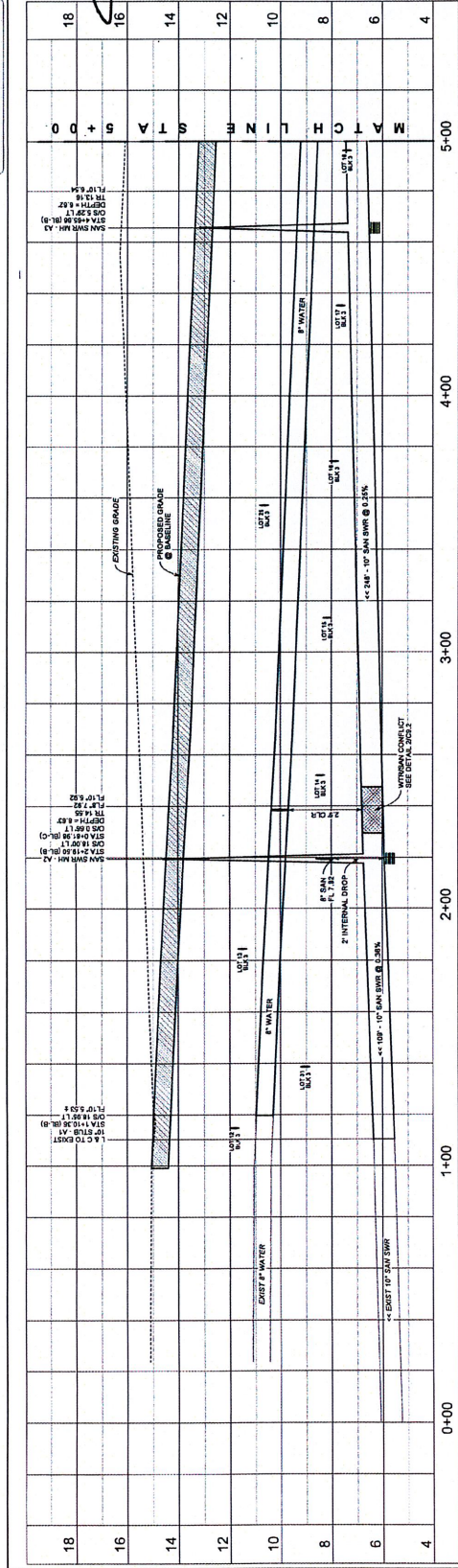
10/12/2017

10/12/2017

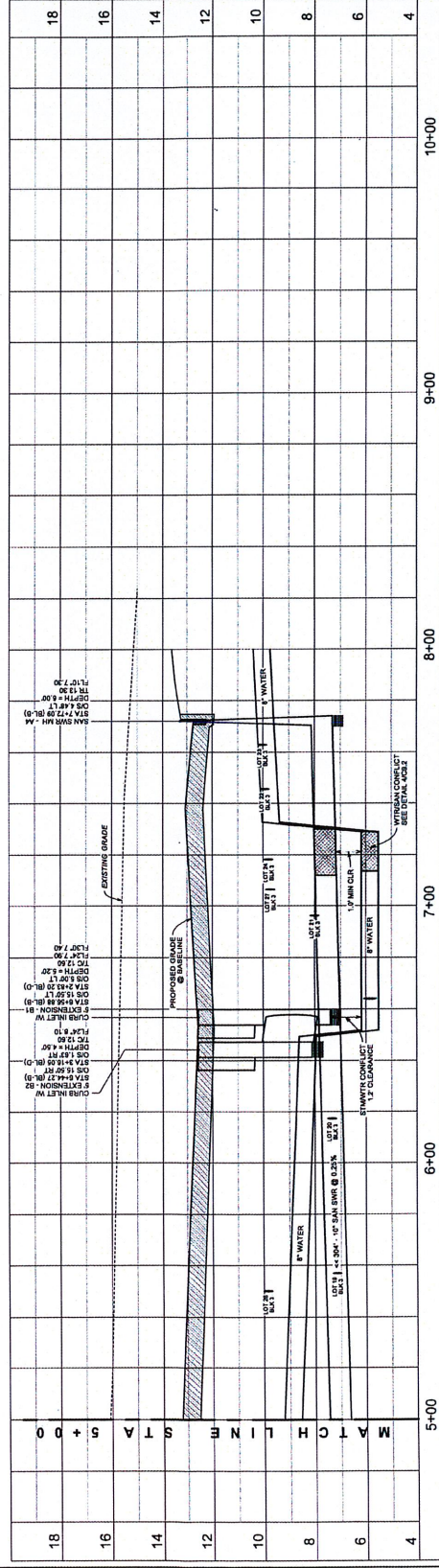
10/12/2017

10/12/2017

10/12/2017



BASELINE B (ANCHORAGE DR.)  
STA 0+00 to STA 5+00



BASELINE B (ANCHORAGE DR.)  
STA 5+00 to STA 10+00

URBAN  
ENGINEERING  
2004 N. Commerce  
Midland, Texas 79701  
Tel: (361) 578-9836  
Fax: (361) 578-9838  
www.urbanengineering.com

PROJECT  
CAYO DEL OSO  
SUBDIVISION  
SECTION 4

COMPILE CHRIST, TEXAS

TITLE

PROFILES

BASELINE B

DATE

01/06/2017

JOB NUMBER

231443.04

SHEET

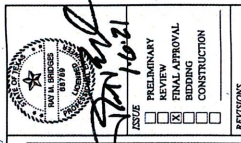
C8.2

PAGE 10 OF 18

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APPROVED  
By: JAMES SCHWARTZ, P.E. at 2:00 PM, JAN 12, 2007



DESIGN  
☐ PRELIMINARY  
☒ REVIEW  
☒ FINAL APPROVAL  
☐ BIDDING  
☐ CONSTRUCTION

REVISIONS

URBAN  
2004 N. COMMERCIAL  
VICTORIA, TEXAS 77901  
TEL: (361) 578-8936  
WWW.URBANDESIGN.COM

PROJECT  
CAYO DEL OSO  
SUBDIVISION  
SECTION 4

CORPUS CHRISTI, TEXAS

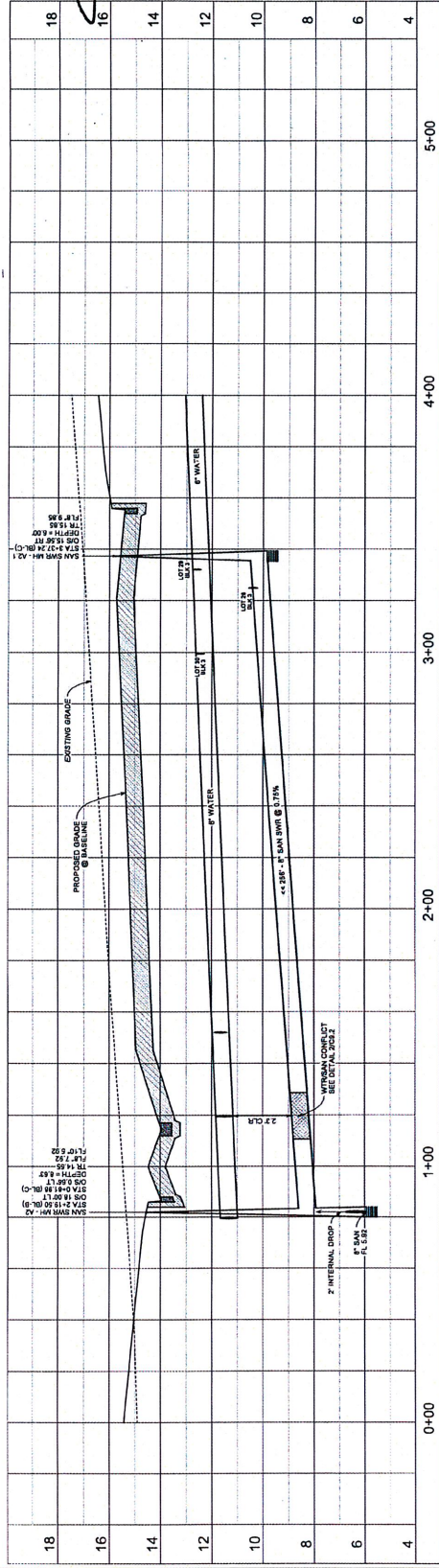
TITLE  
PROFILES

BASELINE C &  
BASELINE D

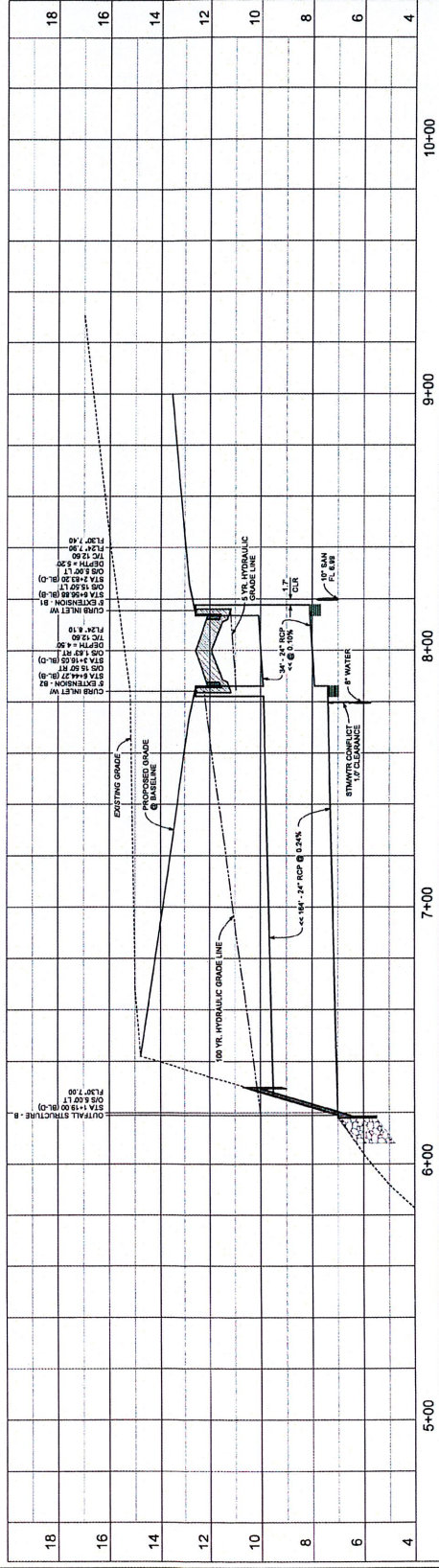
DATE 01/06/07  
JOB NUMBER 021403.04  
SHEET

C8.3

PAGE 11 OF 16  
SHEET NUMBER



BASELINE C (STOVER DR.)  
STA 0+00 to STA 5+00



BASELINE D  
STA 0+00 to STA 5+00







[illegible]







APPROVED  
By James Schwanke, P.E. at 2:09 pm, Jan 12, 2017

DATE: 01/06/21  
JOB NUMBER: 221453.04  
SHEET: C11  
PAGE: 16 of 16

REVISIONS  
REVIEW  
FINAL APPROVAL  
BIDDING  
CONSTRUCTION

REVISIONS

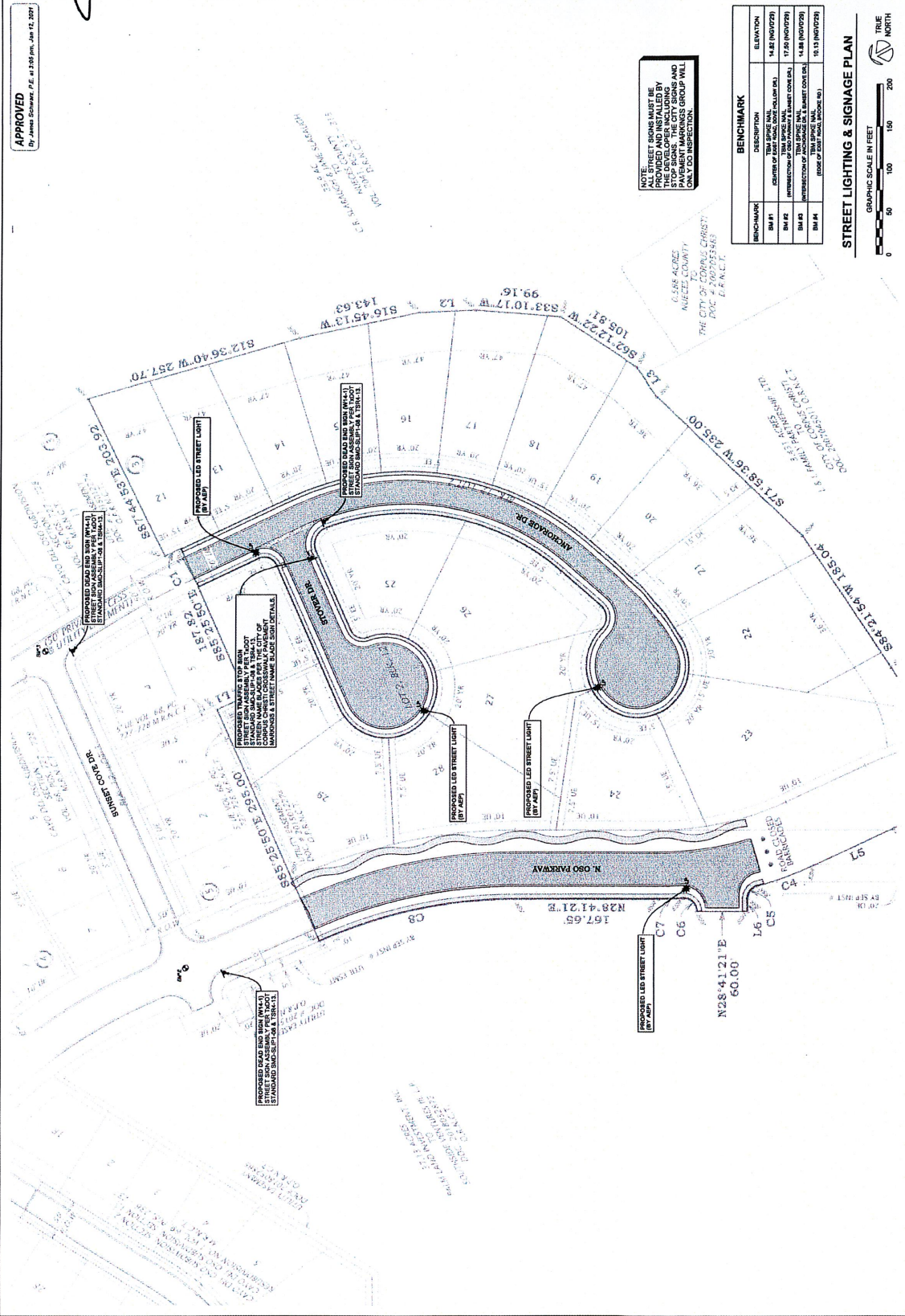
URBAN  
2004 N. COMANCHE  
VICTORIA, TEXAS 77901  
TEL: (361) 576-9336  
WWW.URBANDR.COM

PROJECT  
CAYO DEL OSO  
SUBDIVISION  
SECTION 4

CORPUS CHRISTI, TEXAS

TITLE  
STREET  
LIGHTING &  
SIGNAGE PLAN

DATE: 01/06/21  
JOB NUMBER: 221453.04  
SHEET: C11  
PAGE: 16 of 16



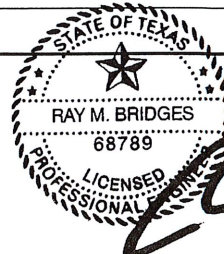
NOTE:  
ALL STREET SIGNS MUST BE  
INSTALLED IN ACCORDANCE  
WITH THE CITY OF CORPUS  
CHRISTI SIGNAGE AND  
PAVEMENT MARKING GROUP AND  
ONLY TO INSPECTION.

BENCHMARK	DESCRIPTION	ELEVATION
BM #1	TEMP. SPOT. MARK	14.85 (INDUSTRY)
BM #2	TEMP. SPOT. MARK	17.50 (INDUSTRY)
BM #3	TEMP. SPOT. MARK	17.50 (INDUSTRY)
BM #4	TEMP. SPOT. MARK	14.85 (INDUSTRY)

STREET LIGHTING & SIGNAGE PLAN  
GRAPHIC SCALE IN FEET  
0 50 100 150 200  
TRUE NORTH



EXHIBIT D					
CONSTRUCTION COST ESTIMATE					
Cost Difference Between a Minor Residential Collector (C1) and a Parkway Collector (P1) for Oso Parkway Extension within Cayo Del Oso Subdivision, Section 4					
Date: 10/12/2020					
Estimate for Minor Residential Collector Street (C1)					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Land (60' Right-of-Way)	1.054	AC	\$ 14,866.20	\$ 15,668.97
2.	On Site Excavation (Includes all site excavation, embankment, compaction & finishing)	1,200	CY	\$ 8.00	\$ 9,600.00
3.	Lime Stabilized Subgrade (8" Thick) (Includes 5% lime by dry weight) OR Tensar TX-5 Geogrid	2,810	SY	\$ 5.00	\$ 14,050.00
4.	Flexible Base (Type A, Grade 1, Limestone) (4" Thick) (Under Curb)	480	SY	\$ 12.00	\$ 5,760.00
5.	Flexible Base (Type A, Grade 1, Limestone) (8" Thick)	2,330	SY	\$ 18.00	\$ 41,940.00
6.	Prime Coat	2,330	SY	\$ 1.50	\$ 3,495.00
7.	Hot Mix Asphaltic Concrete (Type D) (2" Thick)	2,330	SY	\$ 20.00	\$ 46,600.00
8.	Concrete Curb & Gutter	1,080	LF	\$ 18.00	\$ 19,440.00
9.	Concrete Sidewalk	5,370	SF	\$ 7.00	\$ 37,590.00
Subtotal Construction Cost					\$ 194,143.97
Engineering (7.5%)					\$ 14,560.80
Total Estimated Cost for Residential Collector (Developer Share)					\$ 208,704.77
Estimate for Parkway Collector Street (P1)					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
10.	Land (80' Right-of-Way)	1.395	AC	\$ 14,866.20	\$ 20,738.35
11.	On Site Excavation (Includes all site excavation, embankment, compaction & finishing)	1,450	CY	\$ 8.00	\$ 11,600.00
12.	Lime Stabilized Subgrade (8" Thick) (Includes 5% lime by dry weight) OR Tensar TX-5 Geogrid	2,810	SY	\$ 5.00	\$ 14,050.00
13.	Flexible Base (Type A, Grade 1, Limestone) (6" Thick) (Under Curb)	480	SY	\$ 15.00	\$ 7,200.00
14.	Flexible Base (Type A, Grade 1, Limestone) (11" Thick)	2,330	SY	\$ 28.00	\$ 65,240.00
15.	Prime Coat	2,330	SY	\$ 1.50	\$ 3,495.00
16.	Hot Mix Asphaltic Concrete (Type D) (4" Thick)	2,330	SY	\$ 40.00	\$ 93,200.00
17.	Concrete Curb & Gutter	1,080	LF	\$ 18.00	\$ 19,440.00
18.	Concrete Sidewalk	7,000	SF	\$ 7.00	\$ 49,000.00
Subtotal Construction Cost					\$ 283,963.35
Engineering (7.5%)					\$ 21,297.25
Total Estimated Project Cost					\$ 305,260.60
Difference Between Residential Collector and Parkway Collector					\$ 96,555.83
Maximum Amount Allowed by Texas Local Government Code 212.072 (30%)					\$ 91,578.18
City's Share					\$ 91,578.18



*[Handwritten Signature]*  
10-12-20

## **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.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY <ol style="list-style-type: none"><li>1. Broad Form</li><li>2. Premises – Operations</li><li>3. Products/Completed Operations Hazard</li><li>4. Contractual Liability</li><li>5. Broad Form Property Damage</li><li>6. Independent Contractors</li><li>7. Personal and Advertising Injury</li><li>8. Professional Liability (if applicable)</li><li>9. Underground Hazard (if applicable)</li><li>10. Environmental (if applicable)</li></ol>	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY <ol style="list-style-type: none"><li>1. Owned</li><li>2. Hired &amp; Non-owned</li><li>3. Rented &amp; Leased</li></ol>	\$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

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
  - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations and completed operations and activities under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.



## DISCLOSURE OF INTERESTS

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

NAME: Southside Ventures III, L.P.

STREET: 5949 La Costa Drive CITY: Corpus Christi ZIP: 78414

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)
NA	
_____	_____
_____	_____

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
NA	
_____	_____
_____	_____

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
NA	
_____	_____
_____	_____

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
NA	
_____	_____
_____	_____

### 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: Dan Caballero Title: President  
(Print Name)

Signature of Certifying Person: \_\_\_\_\_ Date: 6/29/2020