

Amendment of Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement

This is an amendment to the Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement, attached hereto as **Exhibit B** and made a part hereof, originally dated February 2, 2023, by and between: Cypress Point Capital, LLC (“Developer/Owner”), a Texas Limited Liability Company and the City of Corpus Christi (“City”).

Whereas, the actual cost of the Water improvements exceeded the original cast estimate by \$79,923.

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

SECTION 16. REIMBURSEMENT.

- a. The cost for the Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement less \$13,459.68 lot/acreage fee credit is \$551,371.10. Subject to the conditions for reimbursement from Water Arterial Transmission and Grid Main System Trust Fund per the UDC and this Agreement, the City will reimburse the developer, the reasonable actual cost of the Wastewater Improvements up to an amount not to exceed **\$551,371.10** as shown in the attached **Exhibit A**, the contents of such exhibit being incorporated by reference into this Agreement.

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

EXECUTED IN ONE ORIGINAL and made effective _____ day of _____, 20____.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Albert J. Raymond III,
Director of Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Deputy City Attorney
For City Attorney

DEVELOPER/OWNER:

Cypress Point Capital, LLC

By: _____
George Shaheen,
Manager

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by George Shaheen, Manager of Cypress Point Capital, LLC, on behalf of said company.

Notary Public's Signature

EXHIBIT A
Cost Breakdown

Original Contract Agreement Cost					
	Water Items	Qty	Unit	Unit Price	Amount
1	12" PVC Pipe	3153	LF	\$90.00	\$283,770.00
2	12" Cap Tapped for 2"	2	EA	\$3,500.00	\$7,000.00
3	12" Tee	8	EA	\$2,000.00	\$16,000.00
4	12" Gate Valve w/Box	7	EA	\$5,000.00	\$35,000.00
5	12" EL,Any Angle	4	EA	\$1,200.00	\$4,800.00
6	Fire Hydrant Assembly	5	EA	\$7,000.00	\$35,000.00
7	6" Dia X 30" PVC Pipe Nipple	15	EA	\$800.00	\$12,000.00
8	6" 90° EL	4	EA	\$1,000.00	\$4,000.00
9	6" Gate Valve w/Box	5	EA	\$2,500.00	\$12,500.00
SUBTOTAL					\$410,070.00
10% CONTINGINCIES					\$41,007.00
SUBTOTAL					\$451,077.00
7.5% ENGINEERING, SURVEYING & TESTING					\$33,830.78
SUBTOTAL					\$484,907.78
LESS WATER AGREAGE FEE, 18.72 AC@\$719/AC					\$13,459.68
TOTAL AMOUNT REIMBURSABLE					\$471,448.10

Actual Contract Agreement Cost					
	Water Items	Qty	Unit	Unit Price	Amount
1	12" PVC Pipe	3153	LF	\$115.00	\$362,595.00
2	12" Cap Tapped for 2"	2	EA	\$3,500.00	\$7,000.00
3	12" Tee	8	EA	\$4,200.00	\$33,600.00
4	12" Gate Valve w/Box	7	EA	\$5,000.00	\$35,000.00
5	12" EL,Any Angle	4	EA	\$1,000.00	\$4,000.00
6	Fire Hydrant Assembly	5	EA	\$8,000.00	\$40,000.00
7	6" Dia X 30" PVC Pipe Nipple	15	EA	\$1,100.00	\$16,500.00
8	6" 90° EL	4	EA	\$1,000.00	\$4,000.00
9	6" Gate Valve w/Box	5	EA	\$2,500.00	\$12,500.00
10	Tie to existing water 12"	1	LS	\$15,805.00	\$15,805.00
SUBTOTAL					\$531,000.00
10% CONTINGINCIES					\$0.00
SUBTOTAL					\$531,000.00
7.5% ENGINEERING, SURVEYING & TESTING					\$0.00
SUBTOTAL					\$531,000.00
LESS WATER AGREAGE FEE, 18.72 AC@\$719/AC					\$0.00
TOTAL AMOUNT REIMBURSABLE					\$531,000.00

Revision Request of Contract Agreement					
	Water Items	Qty	Unit	Unit Price	Amount
1	12" PVC Pipe	3153	LF	\$25.00	\$78,825.00
2	12" Cap Tapped for 2"	2	EA	\$0.00	\$0.00
3	12" Tee	8	EA	\$2,200.00	\$17,600.00
4	12" Gate Valve w/Box	7	EA	\$0.00	\$0.00
5	12" EL,Any Angle	4	EA	\$200.00	\$800.00
6	Fire Hydrant Assembly	5	EA	\$1,000.00	\$5,000.00
7	6" Dia X 30" PVC Pipe Nipple	15	EA	\$300.00	\$4,500.00
8	6" 90° EL	4	EA	\$0.00	\$0.00
9	6" Gate Valve w/Box	5	EA	\$0.00	\$0.00
10	Tie to existing water 12"	1	LS	\$15,805.00	\$15,805.00
SUBTOTAL					\$120,930.00
10% CONTINGINCIES					\$41,007.00
SUBTOTAL					\$79,923.00
7.5% ENGINEERING, SURVEYING & TESTING <i>(Previously included)</i>					\$0.00
SUBTOTAL					\$79,923.00
LESS WATER AGREAGE FEE, 18.72 AC@\$719/AC <i>(Previously Included)</i>					\$0.00
TOTAL REVISED AMOUNT REIMBURSABLE					\$79,923.00

EXHIBIT B

WATER ARTERIAL TRANSMISSION AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and Cypress Point Capital, LLC ("Developer/Owner"), a Texas Limited Liability Company.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on November 10, 2021, to develop a tract of land, to wit approximately 18,720 acres known as Caroline's Heights Unit 1, in Corpus Christi Texas 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 Arterial Transmission and Grid Main Extension ("Grid Main Extension").

WHEREAS, it is in the best interests of the City to have the Grid Main Extension constructed to its ultimate capacity under the City's applicable Master Plan.

WHEREAS, Section 8.5.1.c. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become available in the Arterial Transmission and Grid Main Line Trust Fund and are appropriated by the City Council; and

WHEREAS, the Developer/Owner has submitted an application for reimbursement of the costs of extending a Grid Main Extension as show 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. TRUSTEE LIABILITY.

The City is executing this agreement as trustee of the Wastewater Trust Fund pursuant to UDC §8.5. The City is acting as trustee to further its governmental functions of providing water and sewer service. Texas Constitution Article 11, Section 3 prohibits the City from becoming a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit. As such, the City's participation as Trustee does not create a loan of its credit. Execution of this agreement constitutes a promise to pay only to the extent that the assets and future assets of the trust are sufficient for such purpose, and it is expressly agreed that any judgment will only be satisfied out of the assets of the trust and not out of the City's assets. The City is excluded from personal liability.

2. REQUIRED CONSTRUCTION.

Developer/Owner shall construct the Grid 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.

3. PLANS AND SPECIFICATIONS.

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

WATER ITEMS		QUANTITY	UNIT
1	12" PVC PIPE	3153	LF
2	12" CAP TAPPED FOR 2"	2	EA
3	12" TEE	8	EA
4	12" GATE VALVE W/BOX	7	EA
5	12" EL, ANY ANGLE	4	EA
6	FIRE HYDRANT ASSEMBLY	5	EA
7	6" DIA X 30" PVC PIPE NIPPLE	15	EA
8	6" 90° EL	4	EA
9	6" GATE VALVE W/BOX	5	EA

- b. The plan must be in compliance with the City's master plans.
- c. The plans and specifications must comply with the City's Wastewater Distribution Standards and Standard Specifications.
- d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.

3. SITE IMPROVEMENTS.

Prior to the start of construction of the Grid Main Extension, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Grid Main Extension. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City may use its powers of eminent domain to acquire the Easements. Developer will be responsible for cost of acquisition, payable from the reimbursement agreed to in this agreement.

4. PLATTING FEES.

Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC.

5. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS.

Developer/Owner shall award a contract and complete the Grid Main Extension, under the approved plans and specifications, within 24 months of the approval of this Agreement by City Council.

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 project, according to the approved plans and specifications, by the 70th 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 project under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the project, under the approved plans and specifications, on or before 24 months of the approval of this Agreement by City Council.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

10. 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 12, 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.

11. 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.

12. 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:

**Cypress Point Capital, LLC
61 Bare Le Doc
Corpus Christi, TX 78414**

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.

13. THIRD PARTY BENEFICIARY.

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

14. PERFORMANCE AND PAYMENT BONDS.

Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond payable to the City of Corpus Christi if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. If the Developer/Owner is not an obligor, the Developer/Owner shall be named as a joint obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

- (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

(2) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

15. WARRANTY.

Developer/Owner shall fully warranty the workmanship of and function of the Grid Main Extension and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services.

16. REIMBURSEMENT.

a. The cost for the Grid Main Extension less \$13,459.68 lot/acreage fee credit is \$471,448.10. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund and the appropriation of funds, the City will reimburse the developer the reasonable actual cost of the Grid Main Extension up to an amount not to exceed \$471,448.10 as shown in the attached Exhibit 4, the contents of such exhibit being incorporated by reference into this Agreement.

b. Subject to the conditions for reimbursement from the Water Arterial Transmission and Grid Main Trust Fund and the appropriation of funds, the City agrees to reimburse the Developer/Owner monthly upon invoicing for work performed. The submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made no later than 30 days from the date of the City's administrative approval of the invoice. Developer/Owner shall submit all required performance bonds under the provisions of this Agreement.

c. Cost-supporting documentation to be submitted shall include:

1. Summary of Costs and Work Performed Form provided by the Development Services Department
2. Contractor and professional services invoices detailing work performed
3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.

d. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.

The final 5% of the total contract reimbursement amount will be held as retainage until such time the City issues acceptance of public infrastructure in accordance with Unified Development Code.

e. 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.

17. PAYMENTS, CREDITS AND DEFERRED REIMBURSEMENT.

All payments, credits, priority of reimbursement, and deferred reimbursement shall be made in accordance with UDC §8.5. Developer/Owner understands and agrees that if funds are not available in the Water Arterial Transmission and Grid Main Trust Fund, that reimbursement will not be made until such funds are available, appropriated, and this Agreement has priority per UDC §8.5.1.C.

18. INDEMNIFICATION.

Developer/Owner covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") against any and all liability, damage, loss, claims, demands suits and causes of action of any nature whatsoever asserted against or recovered from city on account of injury or damage to person including, without limitation on the foregoing, workers compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the Developer/Owner's failure to comply with its obligations under this agreement or to provide city wastewater service to the development, including injury, loss, or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the public improvements associated with the development described above, including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of indemnitees, or any of them, but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and

attorney's fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

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

(a) all fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the developer/owner shall be responsible under this subparagraph shall include but shall not be limited to the fees charged by (i) attorneys, (ii) environmental consultants, (iii) engineers, (iv) surveyors, and (v) expert witnesses.

(b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether that action was mandated by the federal, state or local government.

This indemnity shall survive the expiration or earlier termination of the agreement.

19. 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.

20. DISCLOSURE OF INTEREST.

Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as Exhibit 5.

21. 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.

22. DEDICATION OF COLLECTION LINE.

Upon completion of the construction, dedication of Grid Main Extension will be subject to City inspection and approval.

23. CERTIFICATE OF INTERESTED PARTIES.

Developer/Owner agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

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

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

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

24. CONFLICT OF INTEREST

Developer/Owner 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>

25. AUTHORITY.

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

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

EXECUTED IN ONE ORIGINAL this 2nd day of February, 2023

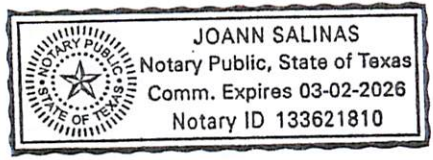
ATTEST:
Rebecca Huerta
Rebecca Huerta
City Secretary

Albert J. Raymond III
CITY OF CORPUS CHRISTI
Albert J. Raymond III
Director of Development Services

Ord. 03296 AUTHORIZED
BY COUNCIL 1-10-23
RH/SB
SECRETARY

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on February 8, ²⁰²³~~2022~~ by
Albert J. Raymond III, Director of Development Service for the City of Corpus Christi,
Texas.




Joann Salinas
Notary Public's Signature

Approved to Legal Form: 2-2-23

Buck Brice
Buck Brice
Assistant City Attorney

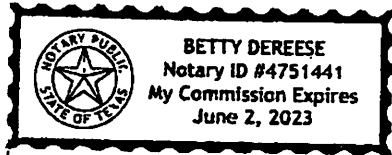
DEVELOPER/OWNER:

**Cypress Point Capital, LLC
61 Bare Le Doc
Corpus Christi, TX 78414**

By: 
George Shaheen
Manager

STATE OF TEXAS §
 §
COUNTY OF Nueces §

This instrument was acknowledged before me on Feb 9, , 2022, by
George Shaheen, manager, on behalf of Cypress Point Capital, LLC.




Notary Public's Signature

EXHIBIT 1

STATE OF TEXAS 0
 COUNTY OF NUECES 0

WE, CYPRESS POINT CAPITAL, L.L.C. HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED 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 DEDICATION AND DEDICATION.

GEORGE SHAWDEN, MANAGING PARTNER

STATE OF TEXAS 0
 COUNTY OF NUECES 0

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GEORGE SHAWDEN, MANAGING PARTNER OF CYPRESS POINT CAPITAL, L.L.C.

THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS 0
 COUNTY OF NUECES 0

WE, _____ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND DESCRIBED 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 0
 COUNTY OF NUECES 0

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

OF _____

THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS 0
 COUNTY OF NUECES 0

I, HELEN 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____.

HELEN M. WELSH, R. P. L. S.

NOTES

- THE RECEIVING WATER FOR THE 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 "FRESH WATER" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
- THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAHSBERT GRAD, SOUTH ZONE, MAD 1983.
- THE SUBJECT SITE IS DEPICTED IN FEMA MAP 483580002000 STAMPED REVISED PRELIMINARY AND DATED MAY 30, 2010 AND CONTAINS ZONE AE AREAS WITH ELEVATIONS BETWEEN 2'1" AND 2'2" AND ZONE X AREAS OF 0.2 PCT ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1' OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LOTVES FROM 1% ANNUAL CHANCE FLOOD AND AN AREA OF ZONE AD (DEPTH LESS THAN 1').
- LEGAL DESCRIPTION: AN 18,720 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF THE SOUTH HALF OF SECTION 30, LAURELS FARM TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME 3, PAGE 19, MAP RECORDS, NUECES CO., TX AND BEING A PORTION OF A 37,440 ACRE TRACT DESCRIBED BY DEED, DOC. NO. 2017046593, OFFICIAL RECORDS, NUECES CO., TX.
- THE TOTAL PLATTED AREA CONTAINS 18,720 ACRES OF LAND INCLUDING STREET DEDICATIONS.
- THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNITED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- NO PRIVATE DRIVEWAY ACCESS TO CR 43.
- SET 5/8" IRON RODS AT ALL LOT CORNERS UNLESS SHOWN OTHERWISE. ALL IRON RODS SET CONTAIN CAPS LABELED "BASS AND WELSH ENGINEERING".
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ENSURING THAT ANY PROPOSED CONSTRUCTIONS OR ALTERATIONS OCCURRING ON SAID PROPERTY WILL COMPLY WITH 14 CFR, §77 (TITLE 14, PART 77), FEDERAL REGULATIONS.
- SUBDIVISION DEVELOPER SHALL PROVIDE WATER SERVICE TO ALL LOTS.
- SUBDIVISION DEVELOPER SHALL PROVIDE SEPTIC SYSTEMS TO ALL LOTS AND FOLLOW ALL TCEQ REGULATIONS. SEPTIC SYSTEMS SHALL BE APPROVED BY THE CITY/COUNTY HEALTH DEPARTMENT. AEROBIC/ANAEROBIC SEPTIC SYSTEMS SPECIFIED LEACH FIELDS SHALL NOT BE ENCROACHED.
- NO FENCES WILL BE ALLOWED WITHIN DRAINAGE EASEMENT.
- NO MORE THAN ONE SINGLE FAMILY DWELLING ALLOWED PER LOT.
- LOTS SHALL BE NO FURTHER SUBDIVIDED.
- MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE 12 INCHES MINIMUM ABOVE THE STREET CENTERLINE THAT THE LOT FACES.

NOTES (CONTINUED)

- PRIVATE DRIVEWAYS AND CEMENTS SHALL BE INSTALLED BY THE SUBDIVISION DEVELOPER OR HOMEOWNERS. NUECES COUNTY PUBLIC WORKS DEPARTMENT WILL REVIEW AND APPROVE THE DRIVEWAYS IN ACCORDANCE TO THE CONSTRUCTION PLANS OF CAROLINE'S HEIGHTS UNIT 1.
- NUECES COUNTY DOES NOT REQUIRE BUILDING PERMITS.
- FLOODPLAIN DEVELOPMENT PERMIT WILL BE REQUIRED FOR LOTS IN THE FLOODPLAIN AND BE APPROVED BY NUECES COUNTY FLOODPLAIN ADMINISTRATOR.
- THE PLACEMENT OF UTILITY LINES WITHIN THE ROAD RIGHT OF WAY SHALL CONFORM WITH THE NUECES COUNTY ACCOMMODATIONS OF UTILITY LINE FACILITIES WITHIN COUNTY RIGHT OF WAY. (FOLLOW CHAPTER 1 SECTION 117.1 (D)).
- OSFP CONSTRUCTION IN THE FLOOD PLAIN SHALL MEET THE ADMINISTRATIVE CODE 255.31 SUBCHAPTER D. ANY POTENTIAL OSFP FIT WITHIN A 100-YEAR FLOODPLAIN IS SUBJECT TO SPECIAL PLANNING REQUIREMENTS. THE OSFP SHALL BE LOCATED SO THAT A FLOOD WILL NOT DAMAGE THE OSFP DURING A FLOOD EVENT RESULTING IN CONTAMINATION OF THE ENVIRONMENT. PLANNING MATERIALS SHALL INDICATE HOW TANK FLOTATION IS ELIMINATED.
- OSFP FLOODPLAIN REQUIREMENTS PER FEMA AS FOLLOWS:
 (A) BACKFLOW PREVENTION DEVICE TO BE INSTALLED BETWEEN THE HOUSE AND FIRST TANK.
 (B) GATE VALVE TO BE INSTALLED AFTER THE PUMP.
 (C) CHECK VALVE TO BE INSTALLED OUTSIDE OF THE TANK GOING TO DRAIN.
- ONLY AEROBIC SEPTIC SYSTEMS ALLOWED BY THIS DEVELOPMENT.
- PER SUBDIVISION CONSTRUCTION AGREEMENT WITH NUECES COUNTY ALL IMPROVEMENTS SHALL BE MAINTAINED FOR ONE YEAR FROM DATE OF ACCEPTANCE OF THOSE IMPROVEMENTS BY THE NUECES COUNTY COMMISSIONERS COURT.

STATE OF TEXAS 0
 COUNTY OF NUECES 0

APPROVED BY THE CORPUS CHRISTI-NUECES COUNTY HEALTH DEPARTMENT, THIS THE _____ DAY OF _____, 20____. ANY PRIVATE WATER SUPPLY AND/OR SEWAGE SYSTEM SHALL BE APPROVED BY THE CORPUS CHRISTI-NUECES COUNTY HEALTH DEPARTMENT PRIOR TO INSTALLATION.

PUBLIC HEALTH CHECKER

STATE OF TEXAS 0
 COUNTY OF NUECES 0

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

BY: BRETT F. FLINT, P.E.
 DEVELOPMENT SERVICES ENGINEER

DATE: _____

STATE OF TEXAS 0
 COUNTY OF NUECES 0

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____.

JEREMY BAUGH
 CHAIRMAN

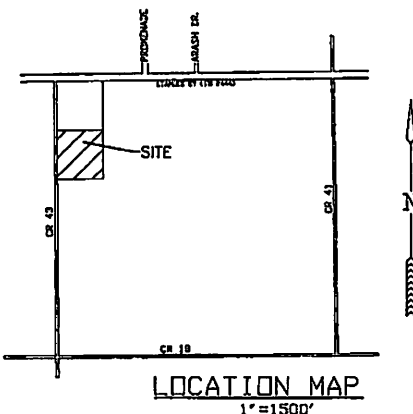
AL MATHEWS, II, M.A.
 SECRETARY

STATE OF TEXAS 0
 COUNTY OF NUECES 0

I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE _____ DAY OF _____, 20____ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____, 20____ AT _____ O'CLOCK _____ M., AND DULY RECORDED THE _____ DAY OF _____, 20____ AT _____ O'CLOCK _____ M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME _____ PAGE _____ INSTRUMENT NUMBER _____ WITHIN MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

BY: _____
 DEPUTY

KARA SANDS, CLERK
 COUNTY COURT
 NUECES COUNTY, TEXAS



PLAT OF CAROLINE'S HEIGHTS UNIT 1 AN 18,720 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF THE SOUTH HALF OF SECTION 30, LAURELS FARM TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME 3, PAGE 19, MAP RECORDS, NUECES CO., TX AND BEING A PORTION OF A 37,440 ACRE TRACT DESCRIBED BY DEED, DOC. NO. 2017046593, OFFICIAL RECORDS, NUECES CO., TX NUECES COUNTY, TEXAS

APPROVED PLAT
 11/10/2021
 PLANNING COMMISSION

MINIMUM FINISHED FLOOR ELEVATIONS

THE MINIMUM FINISHED FLOOR ELEVATION FOR ALL STRUCTURES THIS PLAT SHALL BE ELEVATION 2'8" OR 12" HIGHER THAN THE HIGHEST CENTER OF STREET PAVING ELEVATION PRINTING ANY PARTICULAR LOT, WHICHEVER IS HIGHEST

BASS & WELSH ENGINEERING
 TX SURVEY REG. NO. 100027-00, TX ENGINEERING
 REG. NO. 52, 3054 S. ALAMEDA STREET,
 CORPUS CHRISTI, TEXAS 78404

DATE PLATTED: 09/20/21
 CON. NO. PLAT-01
 JOB NO. 15029
 SCALE: 1" = 60'
 PLOT SCALE: SAME
 SHEET 1 OF 2

PORTION OF A 22.449 AC TRACT, DOC. NO. E01004839, D.R.,
A PORTION OF THE EAST HALF OF SECTION 26, LAUREL PARK TRACT,
E. S. P. 15, N.R., EXPRESS POINT CAPITAL, LLC

EXHIBIT 1

BENCHMARKS

TOP CENTER WATER METER CORNER S
STAPLES 21. AT CO 43, E2, E3, 91.
CHISEL MARK ON TOP OF CONC. HEADWALL
ON EAST SIDE OF 43 AT DRAINAGE
STRUCTURE, 314' SOUTH OF SW CORNER OF
SUBJECT SITE. E2, E3, 25

APPROVED PLAN
11/10/2021
PLANNING COMMISSION

122.560 AC TRACT, DOC. NO. E01002226, D.R., AL DEVELOPMENT, INC.



CURVE DATA

A	D=497.00' 00"
	R=50.00'
	T=30.00'
	L=78.34'
	CB=45° 48' 30" V
	CI=70.71'
B	D=409.00' 00"
	R=50.00'
	T=30.00'
	L=78.34'
	CB=45° 48' 30" V
	CI=70.71'
C	D=397.00' 00"
	R=50.00'
	T=30.00'
	L=78.34'
	CB=45° 48' 30" V
	CI=70.71'
D	D=397.00' 00"
	R=50.00'
	T=30.00'
	L=78.34'
	CB=45° 48' 30" V
	CI=70.71'
E	D=397.00' 00"
	R=50.00'
	T=30.00'
	L=78.34'
	CB=45° 48' 30" V
	CI=70.71'
F	D=397.00' 00"
	R=50.00'
	T=30.00'
	L=78.34'
	CB=45° 48' 30" V
	CI=70.71'

PLAT OF CAROLINE'S HEIGHTS UNIT 1 NUECES COUNTY, TEXAS

BASS & WELSH ENGINEERING
TX SURVEY REG. NO. 100027-00, TX ENGINEERING
REG. NO. F-52, 3054 S. ALAMEDA STREET,
CORPUS CHRISTI, TEXAS 78404

DATE PLATTED 09/20/21
DRAW. NO. PLAT-242.DWG
JOB NO. 15009
SCALE 1" = 66'
PLOT SCALE SAME
SHEET 2 OF 2

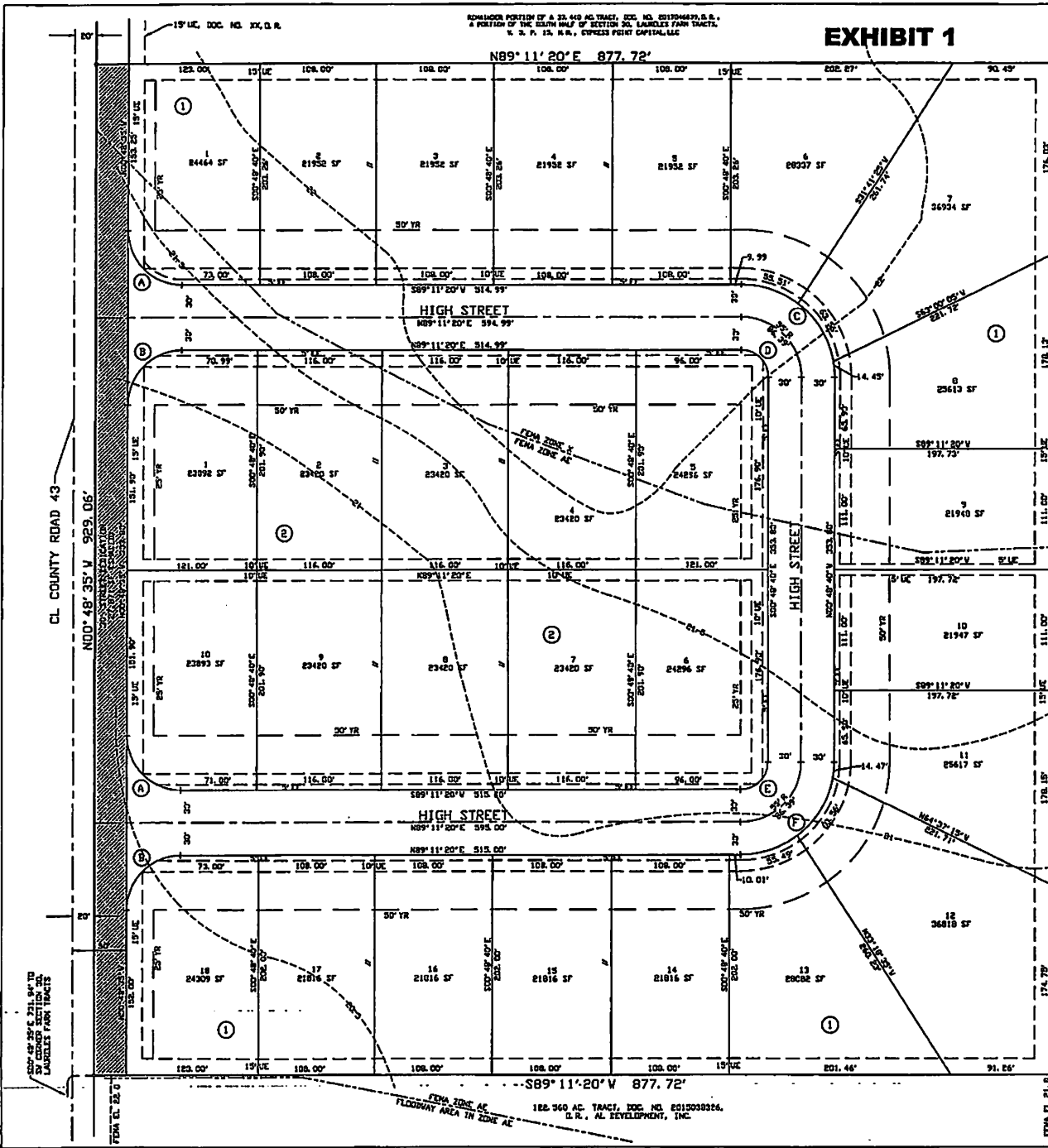
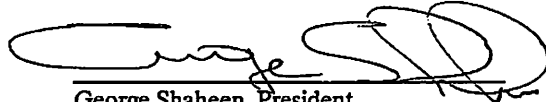


EXHIBIT 2

APPLICATION FOR WATER LINE CREDIT

We, Cypress Point Capital, LLC, 61 Bar le Doc, Corpus Christi, Texas 78414, owners and developers of proposed Caroline's Heights Unit 1 subdivision, hereby apply for \$13,459.68 credit towards the water acreage fee for the installation of the 12" Water Grid Main in conjunction with Caroline's Heights Unit 1 subdivision, as provided for by City Ordinance No. 17092. \$484,907.78 is the construction cost, including 7.5% Engineering, Surveying, and Testing, as shown by the cost supporting documents attached herewith.

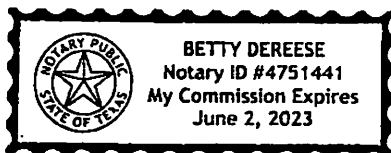

George Shaheen, President

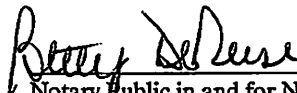
2-9-2022
(Date)

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 9, 202nd, by George Shaheen, President of Cypress Point Capital, LLC, on behalf of the said corporation.




Notary Public in and for Nueces County, Texas

CERTIFICATION

The information submitted with this application has been reviewed and determined to be correct and a credit of \$ 13,459.68 is herewith approved.

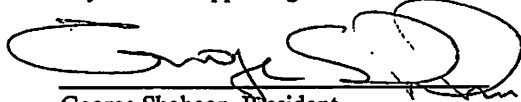

Development Services Engineer

11 FEB 2022
(Date)

EXHIBIT 2

APPLICATION FOR WATER LINE REIMBURSEMENT

We, Cypress Point Capital, LLC, 61 Bar le Doc, Corpus Christi, Texas 78414, owners and developers of proposed Caroline's Heights Unit 1 subdivision, hereby request reimbursement of \$471,448.10 for the installation of the 12" Water Grid Main in conjunction with Caroline's Heights Unit 1 subdivision, as provided for by City Ordinance No. 17092. \$484,907.78 is the construction cost, including 7.5% Engineering, Surveying, and Testing in excess of the acreage fee, as shown by the cost supporting documents attached herewith.

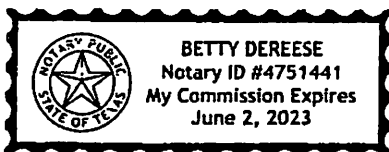

George Shaheen, President

2-9-2022
(Date)

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 9, 2021, by ^{2/9/22} George Shaheen, President of Cypress Point Capital, LLC, on behalf of the said corporation.




Notary Public in and for Nueces County, Texas

CERTIFICATION

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

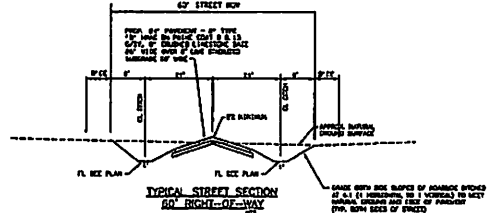
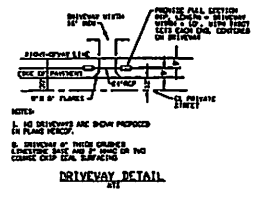
- (a) Sufficiency of funds in the Grid Main Trust Fund, and
- (b) Appropriation and approval by the City Council.


Development Services Engineer

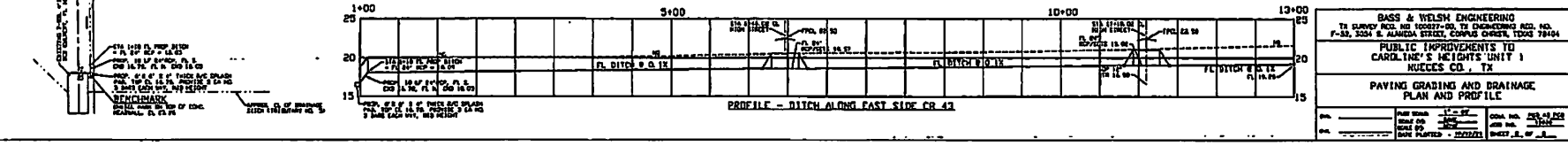
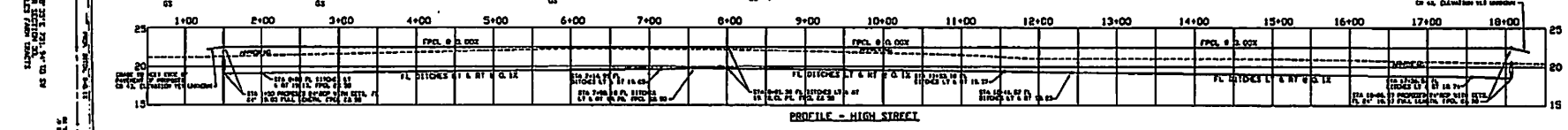
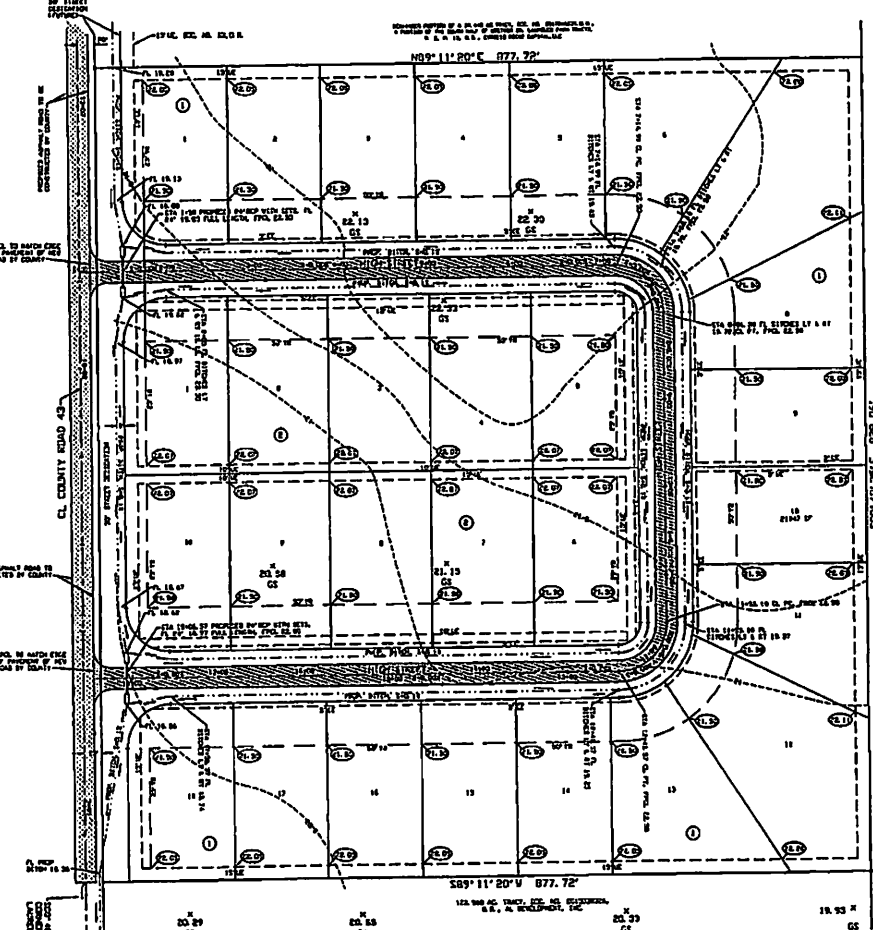
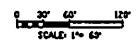
11 FEB 2022
(Date)

EXHIBIT 3

APPROVED
By James Edwards, P.E. on 11/23/21, Nov 16, 2021



- STREET SECTION NOTES**
1. NO SEPARATE PAY FOR PEAK COAT.
 2. 6" CRUSHED LANTERNITE FLEX BASE TO A CR 1, COMPACTED TO 95% MODIFIED PROCTOR DENSITY BY 12% OF OPTIMUM MOISTURE CONTENT.
 3. 6" LIME STABILIZED SUBGRADE SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY BELOW THE PROPOSED FLOOR OF OPTIMUM MOISTURE OF THE HIGH SOIL. LIME SHALL BE APPLIED AT THE RATE OF 21 LB/100.
 4. MEET EDGE FINISHES FOR CRUSHED LANTERNITE BASE AND LIME STABILIZED SUBGRADE (TODAY SPEC. ITEM NO. 317).
 5. TYPICAL CRD ORS - TYPICAL CRD ORS TO-A, TYPICAL SPEC. ITEM NO. 317 (ON APPROVED GRAD), MAY BE USED IN LIEU OF LIME STABILIZED SUBGRADE, PLACE CRD ORS TO LIMITS OF CRUSHED LANTERNITE BASE AND LIME STABILIZED SUBGRADE WITH THE MANUFACTURER'S RECOMMENDATIONS. CRUSHED LANTERNITE SHALL BE TYPE 100 CRD ORS OR MAY BE SUBSTITUTED IN ALL STREET SECTIONS AND SEPARATE PAY.

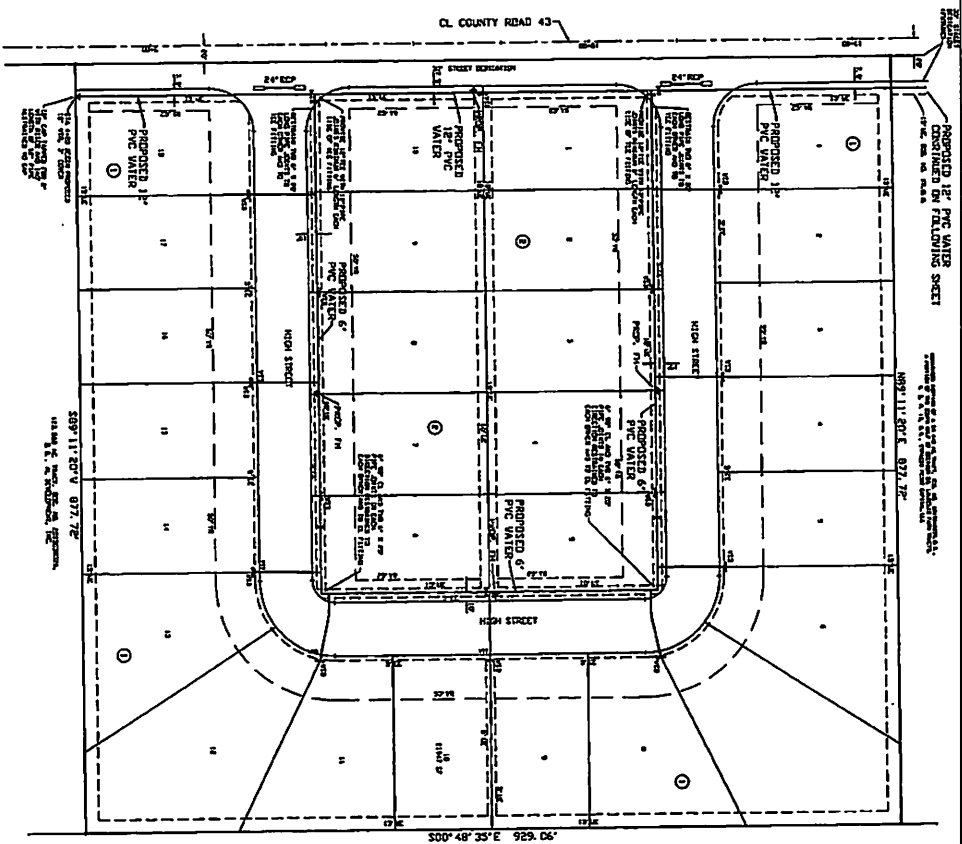
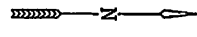


BASS & WELSH ENGINEERING
78 SURVEY AVE., BOX 10077-00, TX ENGINEERING REG. NO. F-33, 3324 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

**PUBLIC IMPROVEMENTS TO
CAROLINE'S LIGHTS UNIT 1
MUECCA CO., TX**

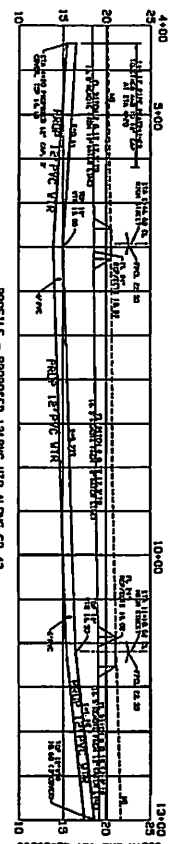
**PAVING GRADING AND DRAINAGE
PLAN AND PROFILE**

DATE: 11-23-21
DRAWN BY: J. W. BASS
CHECKED BY: J. W. BASS
SCALE: AS SHOWN



PROPOSED 12" PVC WATER MAINS SHEET
 SHEET NO. 1 OF 2
 SHEET NO. 1 OF 2

EXHIBIT 3



PROFILE - PROPOSED 12" PVC WATER MAIN ALONG CL. 43

APPROVED
 By Order of the Board of Public Works, City of Dallas, Texas

PROPOSED 12" PVC WATER
 CONTINUED ON FOLLOWING SHEET

NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, TEXAS DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC WORKS, 1988 EDITION, CHAPTER 100, SECTION 100.01, 100.02, 100.03, 100.04, 100.05, 100.06, 100.07, 100.08, 100.09, 100.10, 100.11, 100.12, 100.13, 100.14, 100.15, 100.16, 100.17, 100.18, 100.19, 100.20, 100.21, 100.22, 100.23, 100.24, 100.25, 100.26, 100.27, 100.28, 100.29, 100.30, 100.31, 100.32, 100.33, 100.34, 100.35, 100.36, 100.37, 100.38, 100.39, 100.40, 100.41, 100.42, 100.43, 100.44, 100.45, 100.46, 100.47, 100.48, 100.49, 100.50, 100.51, 100.52, 100.53, 100.54, 100.55, 100.56, 100.57, 100.58, 100.59, 100.60, 100.61, 100.62, 100.63, 100.64, 100.65, 100.66, 100.67, 100.68, 100.69, 100.70, 100.71, 100.72, 100.73, 100.74, 100.75, 100.76, 100.77, 100.78, 100.79, 100.80, 100.81, 100.82, 100.83, 100.84, 100.85, 100.86, 100.87, 100.88, 100.89, 100.90, 100.91, 100.92, 100.93, 100.94, 100.95, 100.96, 100.97, 100.98, 100.99, 100.100.



PAGE 4 OF 4
 PUBLIC WORKS DEPARTMENT
 7500 WEST LOOP WEST, SUITE 1000
 DALLAS, TEXAS 75240
 PHONE: 972-438-2000
 FAX: 972-438-2001
 WWW: WWW.CITYOFDALLAS.TX

DATE: 12/12/21
 TIME: 10:00 AM
 BY: [Signature]
 FOR: [Signature]

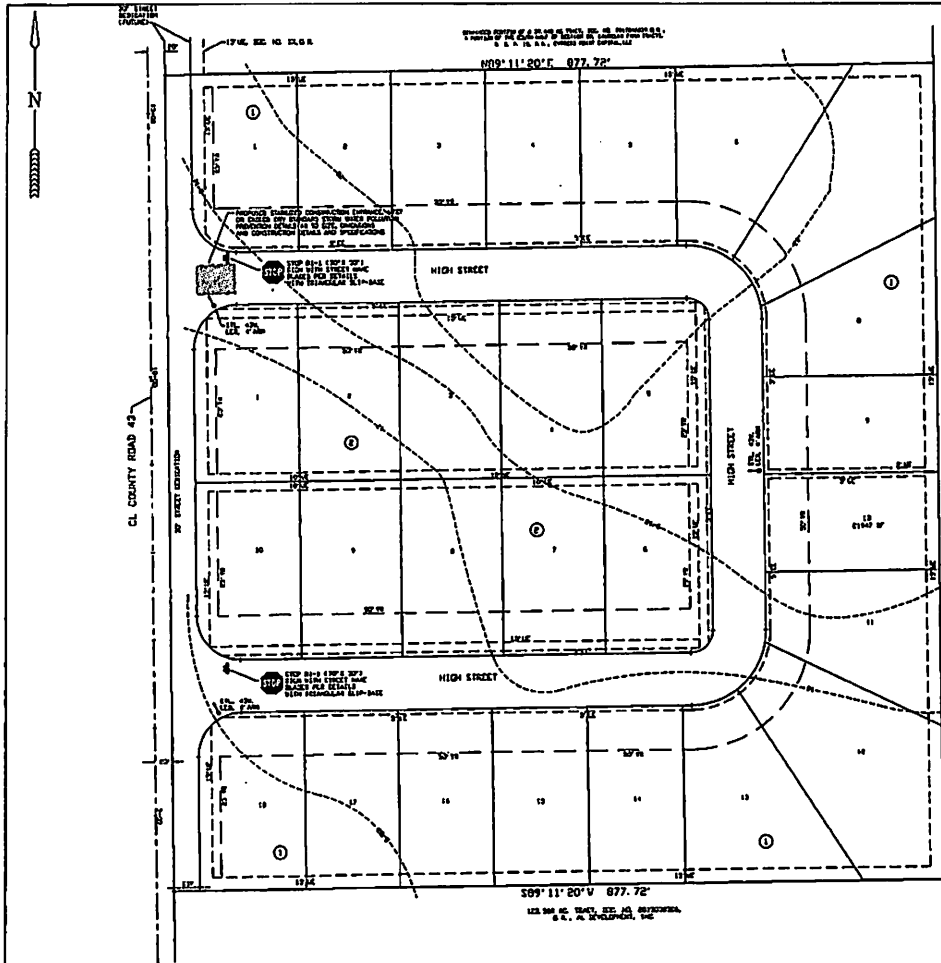


EXHIBIT 3

ESTIMATE SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" MANHOLE	1188	LF
2	12" MANHOLE LANDING BASE	2865	SF
3	12" MANHOLE RINGS	2815	PF
4	CONCRETE	1	LS
5	CEMENT & SAND	10	CS
6	STEEL BOLTS	2	CS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" MANHOLE	60	LF
2	12" MANHOLE LANDING BASE	2	LS
3	12" MANHOLE RINGS	1	LS
4	12" MANHOLE	1	LS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" MANHOLE	1188	LF
2	12" MANHOLE LANDING BASE	0	CS
3	12" MANHOLE RINGS	0	CS
4	12" MANHOLE	0	CS
5	12" MANHOLE	0	CS
6	12" MANHOLE	14	CS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" MANHOLE	1	LS
2	12" MANHOLE	1	LS
3	12" MANHOLE	1	LS
4	12" MANHOLE	1	LS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" MANHOLE	2112	LF
2	12" MANHOLE LANDING BASE	0	CS
3	12" MANHOLE RINGS	0	CS
4	12" MANHOLE	4	CS
5	12" MANHOLE	4	CS
6	12" MANHOLE	0	CS
7	12" MANHOLE	13	CS
8	12" MANHOLE	4	CS
9	12" MANHOLE	0	CS

POLLUTION PREVENTION NOTICE

1. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

2. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

3. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

4. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

5. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

6. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

7. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

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15. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

16. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

17. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

18. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

19. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

20. Construction activities shall be restricted to the hours of 7:00 AM to 5:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM, Saturday and Sunday. Construction activities shall not be conducted on public holidays.

STREETSIDE SCREENING FENCE

1. Streetside screening fence shall be installed along the front and side of the site. The fence shall be a minimum of 4 feet high and shall consist of a chain-link fence with a privacy screen.

2. The fence shall be installed within 10 feet of the street. The fence shall be a minimum of 4 feet high and shall consist of a chain-link fence with a privacy screen.

3. The fence shall be installed within 10 feet of the street. The fence shall be a minimum of 4 feet high and shall consist of a chain-link fence with a privacy screen.

4. The fence shall be installed within 10 feet of the street. The fence shall be a minimum of 4 feet high and shall consist of a chain-link fence with a privacy screen.

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8. The fence shall be installed within 10 feet of the street. The fence shall be a minimum of 4 feet high and shall consist of a chain-link fence with a privacy screen.

9. The fence shall be installed within 10 feet of the street. The fence shall be a minimum of 4 feet high and shall consist of a chain-link fence with a privacy screen.

10. The fence shall be installed within 10 feet of the street. The fence shall be a minimum of 4 feet high and shall consist of a chain-link fence with a privacy screen.

APPROVED
By James Williams, P.E. at 11:30 AM, Nov 16, 2021

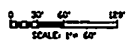
SHEET SIZE NOTES

1. STREET NAME PLATES SHALL BE INSTALLED AT THE CORNER OF THE STREET AND THE SIDEWALK. THE HEIGHT OF NAME PLATES SHALL BE 4' AND THE WIDTH OF LETTERS SHALL BE 1 1/2". STREET NAME PLATES SHALL BE INSTALLED AT THE CORNER OF THE STREET.

2. LIGHT FIXTURES SHALL BE INSTALLED ON THE FRONT OF THE SIGN PLACES APPLICABLE TO ALL SIGN EXCEPT FOR NAME PLATES.

3. SIGNAGE REQUIREMENTS: SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CAROLINE'S SIGNAGE REGULATIONS AND THE CITY OF CAROLINE'S SIGNAGE REGULATIONS.

4. CONTRACTOR AND CONTRACTOR SHALL PROVIDE AND INSTALL SIGNAGE IN ACCORDANCE WITH THE CITY OF CAROLINE'S SIGNAGE REGULATIONS AND THE CITY OF CAROLINE'S SIGNAGE REGULATIONS.



BASS & WELSH ENGINEERING
12 GURNEY ROAD, SUITE 100, WYOMING, NORTH CAROLINA 27157
P.O. BOX 3034, 3034 S. PLANKENBERRY STREET, COMPLEX CHRISTI, TROY, ALABAMA 36060

PUBLIC IMPROVEMENTS TO CAROLINE'S HEIGHTS UNIT 1
KUILER, CO., TX

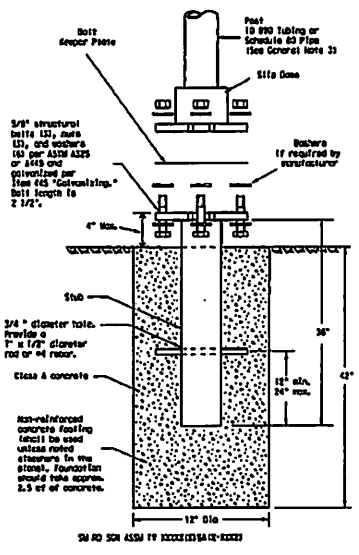
STORM WATER POLLUTION PREVENTION PLAN, STREET LIGHT PLAN, STREET SIGN PLAN AND ESTIMATE SUMMARY

DATE: 11/16/21
DRAWN BY: J. WELSH
CHECKED BY: J. WELSH
SCALE: AS SHOWN
SHEET 5 OF 8

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS

EXHIBIT 3

THE USE OF THIS SPECIFICATION IS GOVERNED BY THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS" OF THE STATE OF TEXAS, LATEST EDITION, AND ANY AMENDMENTS THERE TO. THIS SPECIFICATION IS SUBJECT TO THE DISCRETION OF THE ENGINEER TO MODIFY OR OMISSION THEREOF AS NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE PROJECT.



NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. https://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

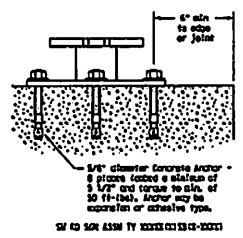
GENERAL NOTES

- Slip base shall be permanently secured to Traffic manufacturer. Method, design, and location of marking are subject to approval of the Traffic Traffic Standards Engineer.
- Material used as post with this system shall conform to the following specifications:
 - 10,000 lb/ft³ hot-rolled carbon steel
 - 0.11% maximum residual sulfurous
 - Seamless or electric-resistance welded steel tubing or pipe
 - Steel shall be A513 Gr 58 or A513 Gr 58 or A513 Gr 58
 - Other steels may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 15,000 PSI minimum tensile strength
 - 2% maximum elongation in 2"
 - Bolt thickness (uncoated) shall be within the range of 0.125" to 0.188"
 - Outside diameter (uncoated) shall be within the range of 2.625" to 2.625"
 - Galvanization per ASTM A123 or ASTM A593 Gr 58, for processed steel tubing (ASTM A513), except tube outside diameter weld base by metallizing with zinc wire per ASTM A635.
- See the Traffic Operations Division website for detailed description of sign sizes and Texas universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/operations/traffic.htm>
- Sign supports shall not be drilled except where shown. Sign support posts shall not be drilled.

ASSEMBLY PROCEDURE

- Foundation**
- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
 - The Engineer may permit concrete form less than 2 cubic yards to be placed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
 - Pump the slip base and the slip base stud into the center of the concrete. Rotate the stud back and forth while pushing it down into the concrete to ensure good contact between the concrete and stud. Continue to work the stud into the concrete until it is between 2 to 4 inches above the ground.
 - Place the slip base a minimum of 4 days to set, unless otherwise directed by the Engineer.
 - The triangular slipbase system is multidirectional and is designed to release when struck from any direction.
- Support**
- Out supports so that the bottom of the slip base is 2 to 2.5 feet above the edge of the roadway (i.e., edge of the closest lane) and slip plate is below the edge of pavement or 1 to 1.5 feet above slip plate when the slip plate is above the edge of the roadway. The cut shall be sharp and straight.
 - Attach sign to support using connection shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SIGN(D-2) for clearances based on sign types.

CONCRETE ANCHOR



Concrete anchor consists of 3/4" diameter steel bolt with UNC series bolt threads on the upper end, heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 78 ksi, respectively. Bolt, bolts and washers shall be galvanized per Item 613, "Galvanizing." Adhesive type anchors shall have steel bolts installed with Type III epoxy per DOT-1100, "Epoxy and Adhesives." Adhesive anchors may be tested after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the slab when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 1 1/2" minimum embedment, shall have a minimum ultimate tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

**SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM**

SI (SLIP-1) - 08

DATE: July 2021	REVISED:	REVISED:	REVISED:	REVISED:
9-08				
DESIGN:	CHECK:	DATE:	BY:	



BASS AND WELSH ENGINEERING
1400 WESTERN BLVD., SUITE 200, ARLINGTON, TEXAS 76010

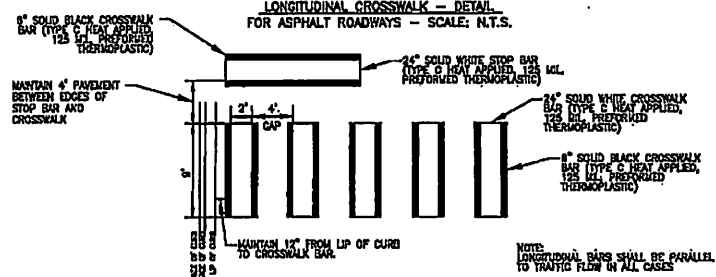
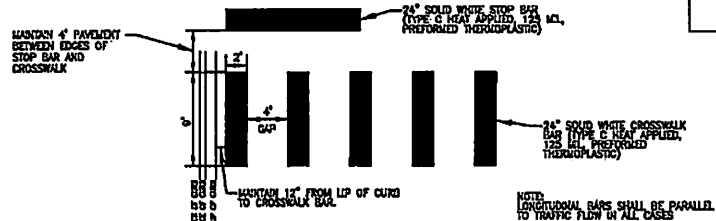
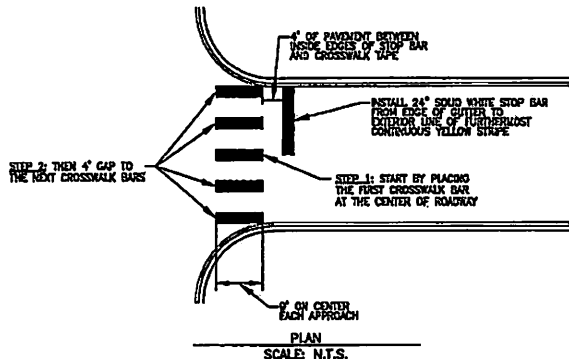
PUBLIC IMPROVEMENTS TO
CAROLINE'S HEIGHTS UNIT 1
HUDDLETT CO., TX

TRIPOLI SIGN MOUNTING DETAILS: SMALL
ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

DATE:	BY:	DATE:	BY:
7/15/21	JW	7/15/21	JW

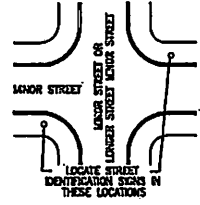
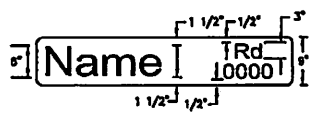
CONSULTANT'S SHEET NO.

CROSSWALK PAVEMENT MARKINGS



STREET NAME BLADE SIGN

EXHIBIT 3

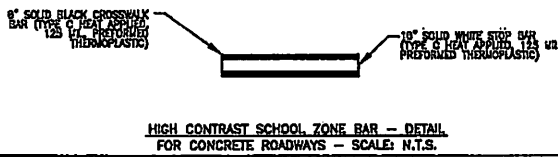
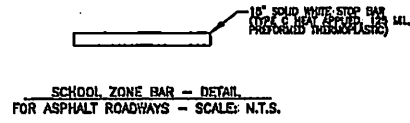


NOTES:

- STREET NAME BLADE MATERIAL SHALL CONSIST OF EXTRUDED ALUMINUM. THE FRONT OF NAME BLADES SHALL BE 1" AND THE HEIGHT OF LETTERS SHALL BE 1 1/2". LETTERS SHALL BE 1/2" HIGH. THE FRONT OF THE SIGN SHALL BE 1/2" THICK. THE SIGN SHALL BE 1/2" THICK. THESE TWO STREET NAME BLADES SHALL HAVE THE SAME WIDTH.
- ANTI-GRAFFITI COATING ON FRONT OF THE SIGN PLAQUE IS APPLICABLE TO ALL SIGNS EXCEPT FOR NAME BLADES.
- REPLACEMENT OF SIGNS SHALL MEET 2011 TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND TROOT STANDARDS, CROSSWALK BARS.

NOTES:

- ALL STOP BAR AND CROSSWALK PAVEMENT MARKINGS SHALL BE 24" SOLID WHITE, TYPE C HEAT APPLIED, 125 ML, PREFORMED THERMOPLASTIC. HIGH CONTRAST CROSSWALK INCLUDES 24" SOLID WHITE WITH 8" SOLID BLACK ON BOTH SIDES (TYPE C HEAT APPLIED, 125 ML, PREFORMED THERMOPLASTIC).
- CONTRACTOR SHALL PREPARE SIGNING LAYOUT FOR CITY APPROVAL PRIOR TO THE PLACEMENT OF ANY FINAL PAVEMENT MARKINGS.
- THE PLACEMENT OF CROSSWALK BARS SHALL START BY PLACING THE FIRST CROSSWALK BAR AT THE CENTER OF THE ROADWAY, AND THEN 4" TO THE NEXT CROSSWALK BARS.
- DO NOT STRIPE STREET WITH ROADWAY SURFACE TEMPERATURE LESS 65F.
- ALL CROSSWALK AND STOP BARS SHALL BE IN ACCORDANCE WITH THIS DETAIL AND THE 2011 TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).



CITY OF CORPUS CHRISTI
TEXAS
Department of Public Works
Traffic Engineering Division

CITY STANDARD SHEET
CROSSWALK PAVEMENT MARKINGS AND STREET NAME BLADE SIGN DETAILS

SHEET 1 of 1
APPROVED DRAWING NO.
CITY PROJECT #



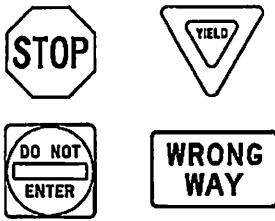
BASS AND WELSH ENGINEERING
12400 W. LOOP W. SUITE 1000, P.O. BOX 1000, PLAZA STREET
CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO
CAROLINE'S HEIGHTS UNIT 1
CORPUS CHRISTI, TEXAS
CITY CROSSWALK PAVEMENT MARKINGS AND
STREET NAME BLADE SIGN DETAILS

DATE: 03/08/11
SCALE: AS SHOWN
DRAWN BY: JLS
CHECKED BY: JLS
DATE: 03/08/11

EXHIBIT 3

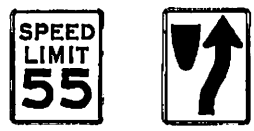
**REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)**



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

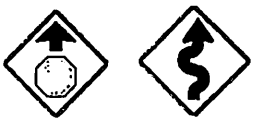
**REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)**



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND, BORDERS AND STROKES	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND, BORDERS AND STROKES	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLUORESCENT YELLOW	TYPE B ₁ OR C ₁ SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & STROKES	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLUORESCENT YELLOW GREEN	TYPE B ₁ OR C ₁ SHEETING
LEGEND, BORDERS AND STROKES	BLACK	ACRYLIC NON-REFLECTIVE FILM
STROKES	RED	TYPE B OR C SHEETING

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign fabrication sheet. Standard sign designs and arrow elevations can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legends shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (A, C, D, E, Exact or FI).
3. Letter spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrates shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for recessed curved signs are shown in the "SHD Series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.060
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-6300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website:
<http://www.txdot.gov>

Texas Department of Transportation
Traffic Operations Division Standards

TYPICAL SIGN REQUIREMENTS

TSR(4)-13

DATE	REVISED	BY	REASON
11/23/04	04/10/04	1003	REVISED
11/23/04	04/10/04	1003	REVISED



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BASS AND WELSH ENGINEERING
121 REGISTERED HQ, P-22, 3024 S. ALAMOSA STREET
CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO CAROLINE'S HEIGHTS UNIT 1
MURRES CO., TX

TYPICAL SIGN REQUIREMENTS
TSR(4)-13

DATE: 11/23/04
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 11/23/04

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.

EXHIBIT 4

15039-PCE-12"
 11/04/2021

CAROLINE'S HEIGHTS
 REIMBURSEMENT COST ESTIMATE
 12" GRID MAIN
 WATER IMPROVEMENTS REIMBURSABLE BY CITY

WATER ITEMS	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1 12" PVC PIPE	3153	LF	90.00	283,770.00
2 12" CAP TAPPED FOR 2"	2	EA	3,500.00	7,000.00
3 12" TEE	8	EA	2,000.00	16,000.00
4 12" GATE VALVE W/BOX	7	EA	5,000.00	35,000.00
5 12" EL, ANY ANGLE	4	EA	1,200.00	4,800.00
6 FIRE HYDRANT ASSEMBLY	5	EA	7,000.00	35,000.00
7 6" DIA X 30" PVC PIPE NIPPLE	15	EA	800.00	12,000.00
8 6" 90° EL	4	EA	1,000.00	4,000.00
9 6" GATE VALVE W/BOX	5	EA	2,500.00	12,500.00

SUBTOTAL 410,070.00

10% CONTINGENCIES 41,007.00

SUBTOTAL \$451,077.00

7.5% ENGINEERING, SURVEYING & TESTING 33,830.78

SUBTOTAL \$484,907.78

LESS WATER AGREAGE FEE, 18.72 AC @ \$719/AC -13,459.68

TOTAL AMMOUNT REIMBURSABLE \$471,448.10

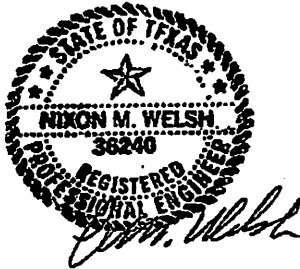




EXHIBIT 5

DISCLOSURE OF INTERESTS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@ccfexas.com

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: Cypress Point Capital LLC

STREET: 61 Bar Le Doc CITY: Corpus Christi Texas 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)
<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>	_____
_____	_____

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>	_____
_____	_____

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>	_____
_____	_____

CERTIFICATE (To Be Notarized)

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: George Shaheen Title: Managing Member

(Print)
Signature of Certifying Person:  Date: Dec. 22, 2021



DEFINITIONS

EXHIBIT 5

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

- 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.