

RESOLUTION

RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A DEVELOPER PARTICIPATION AGREEMENT WITH MPM DEVELOPMENT, LP., FOR ROYAL CREEK ESTATES UNIT 7, IN THE AMOUNT OF \$207,386.85 FOR THE CITY'S SHARE OF THE COST TO EXTEND OSO PARKWAY. (SOUTH OF YORKTOWN BOULEVARD & EAST OF CIMARRON BOULEVARD)

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

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

SECTION 1. The City Manager, or designee, is authorized to execute a developer participation agreement ("Agreement"), attached hereto, with MPM Development, LP., ("Developer"), for the CITY's portion of the cost of Oso Parkway, including all related appurtenances, for development of Royal Creek Estates Unit 7 Subdivision, Corpus Christi, Nueces County, Texas.

This resolution takes effect upon City Council approval on this the _____ day of _____, 2017.

ATTEST:

THE CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Joe McComb
Mayor

Corpus Christi, Texas

_____ of _____, _____

The above resolution was passed by the following vote:

Joe McComb _____

Rudy Garza _____

Paulette Guajardo _____

Michael Hunter _____

Debbie Lindsey-Opel _____

Ben Molina _____

Lucy Rubio _____

Greg Smith _____

Carolyn Vaughn _____

PARTICIPATION AGREEMENT

STATE OF TEXAS §

COUNTY OF NUECES §

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

WHEREAS, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being a portion of Lots 20, 21 and 22, Section 22, 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 Royal Creek Estates Unit 7 ("Plat");

WHEREAS, as a condition of the Plat, the Owner is required to expand, extend, and construct Oso Parkway approximately 1811 feet of roadway as depicted on and in accordance with the improvement requirements (the "Roadway Extension") set forth in **Exhibit 2**, which exhibit is attached to and incorporated in this Agreement by reference;

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

WHEREAS, Chapter 212 of the Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

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

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

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

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

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

C. Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Roadway Extension shall not exceed **\$207,386.85.**

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

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

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

G. Owner shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Roadway Extension.

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

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

J. OWNER COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM INDEMNITEES ON ACCOUNT OF INJURY OR DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE

CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE ROADWAY EXTENSION OF ROYAL CREEK ESTATES UNIT 7 DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT. THIS INDEMNITY SURVIVES TERMINATION OF THIS AGREEMENT.

K. **DEFAULT.** The following events shall constitute default:

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

L. **NOTICE AND CURE.**

1. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.

3. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.

4. Should the Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Owner, at the address stated in section N, of the need to perform the obligation or duty and, should the Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Owner.

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

a. Terminate this Agreement after the required notice and opportunity to cure the default;

b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or

c. Perform any obligation or duty of the Owner under this Agreement and charge the cost of such performance to the Owner. The Owner shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Owner receives notice of the cost of performance. In the event the Owner pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

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

M. FORCE MAJEURE.

1. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

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

N. NOTICES.

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

If to the City:

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

If to the Owner:

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

with a copy to:

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

2. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

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

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

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

Q. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Owner from and after the date of the last signatory to this Agreement. **This Agreement expires 24 calendar months from the date this document is executed by the City**, unless terminated earlier in accordance with the provisions of this Agreement. Such expiration date of this Agreement is presently anticipated, but not currently known, to be **October 24, 2019**.

(EXECUTION PAGES FOLLOWS)

EXECUTED in one original this _____ day of _____, 2017.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

William J. Green, P.E.
Development Services Interim Director

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

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

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

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

Notary Public, State of Texas

APPROVED AS TO FORM: This _____ day of _____, 2017.

Assistant City Attorney
For the City Attorney

OWNER: MPM Development, L.P.

Mossa Moses Mostaghasi
General Partner

Date

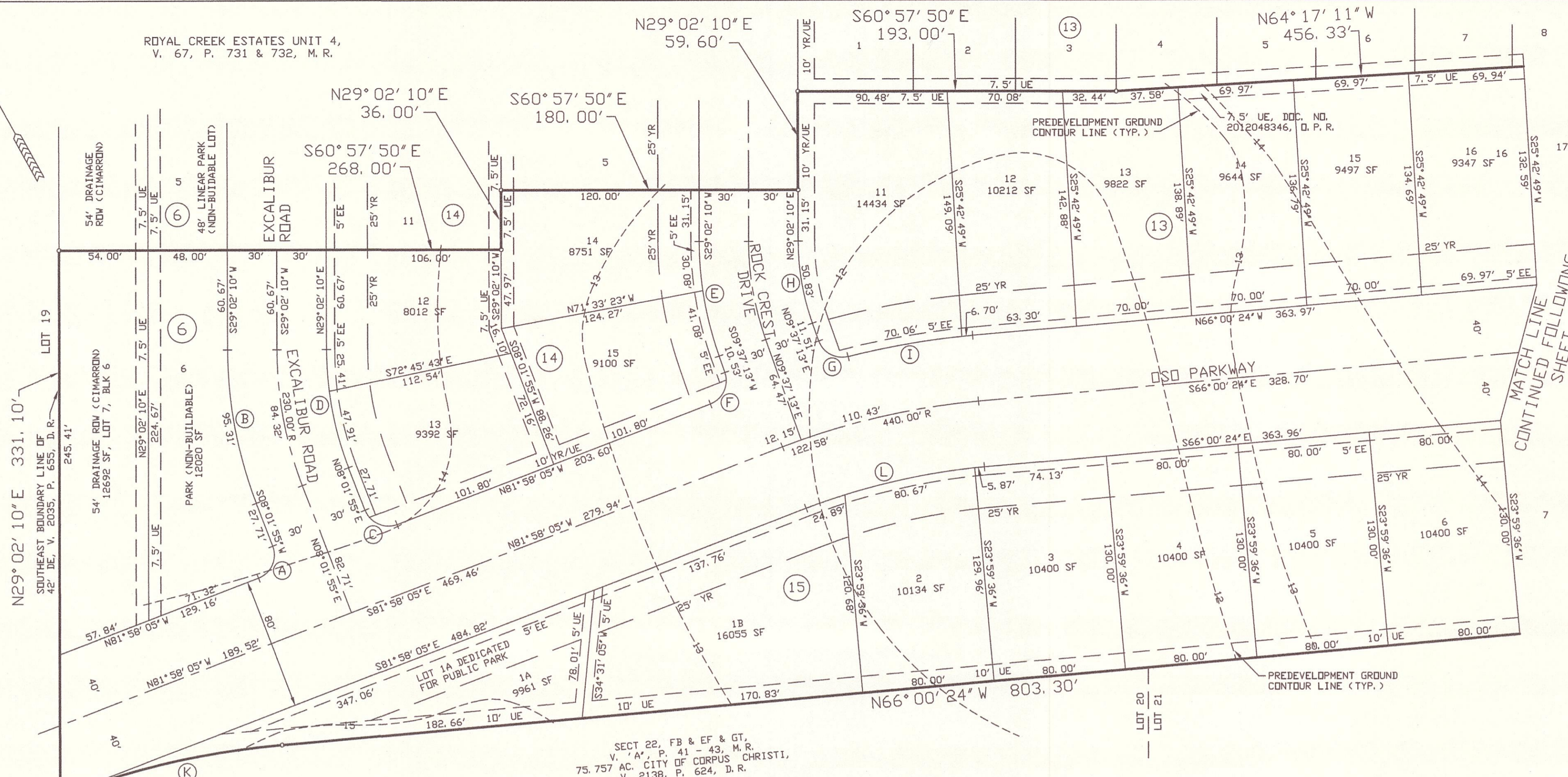
STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2017, by Mossa Moses Mostaghasi, General Partner, MPM Development, L.P., Limited Partnership, on behalf of said partnership.

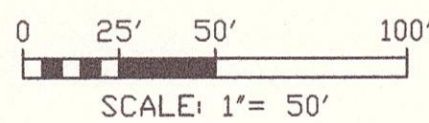
Notary Public's Signature

ROYAL CREEK ESTATES UNIT 4,
V. 67, P. 731 & 732, M.R.

- (A) D=90°00'00"
R=15.00'
T=15.00'
L=23.56'
CB=S53°01'55"W
CH=21.21'
- (B) D=21°00'15"
R=260.00'
T=48.20'
L=95.31'
CB=S18°32'02"W
CH=94.78'
- (C) D=90°00'00"
R=15.00'
T=15.00'
L=23.56'
CB=N36°58'05"W
CH=21.21'
- (D) D=21°00'15"
R=260.00'
T=37.08'
L=73.32'
CB=N18°32'02"E
CH=72.91'
- (E) D=19°24'57"
R=210.00'
T=35.93'
L=71.16'
CB=S19°19'41"W
CH=70.82'
- (F) D=88°24'42"
R=15.00'
T=14.59'
L=23.15'
CB=S53°49'34"W
CH=20.92'
- (G) D=84°47'24"
R=15.00'
T=13.69'
L=22.20'
CB=N32°46'29"W
CH=20.23'
- (H) D=19°24'57"
R=150.00'
T=25.66'
L=50.83'
CB=N19°19'41"E
CH=50.59'
- (I) D=09°09'48"
R=480.00'
T=38.47'
L=76.77'
CB=N73°35'17"W
CH=76.68'
- (J) D=09°09'48"
R=480.00'
T=38.47'
L=76.77'
CB=N73°35'17"W
CH=76.68'
- (K) D=15°55'54"
R=498.08'
T=69.70'
L=138.50'
CB=N73°48'36"W
CH=138.05'
- (L) D=15°57'42"
R=400.00'
T=56.08'
L=111.43'
CB=S73°59'14"E
CH=111.07'



SECT 22, FB & EF & GT,
V. 'A', P. 41 - 43, M.R.
75.757 AC. CITY OF CORPUS CHRISTI,
V. 2138, P. 624, D.R.

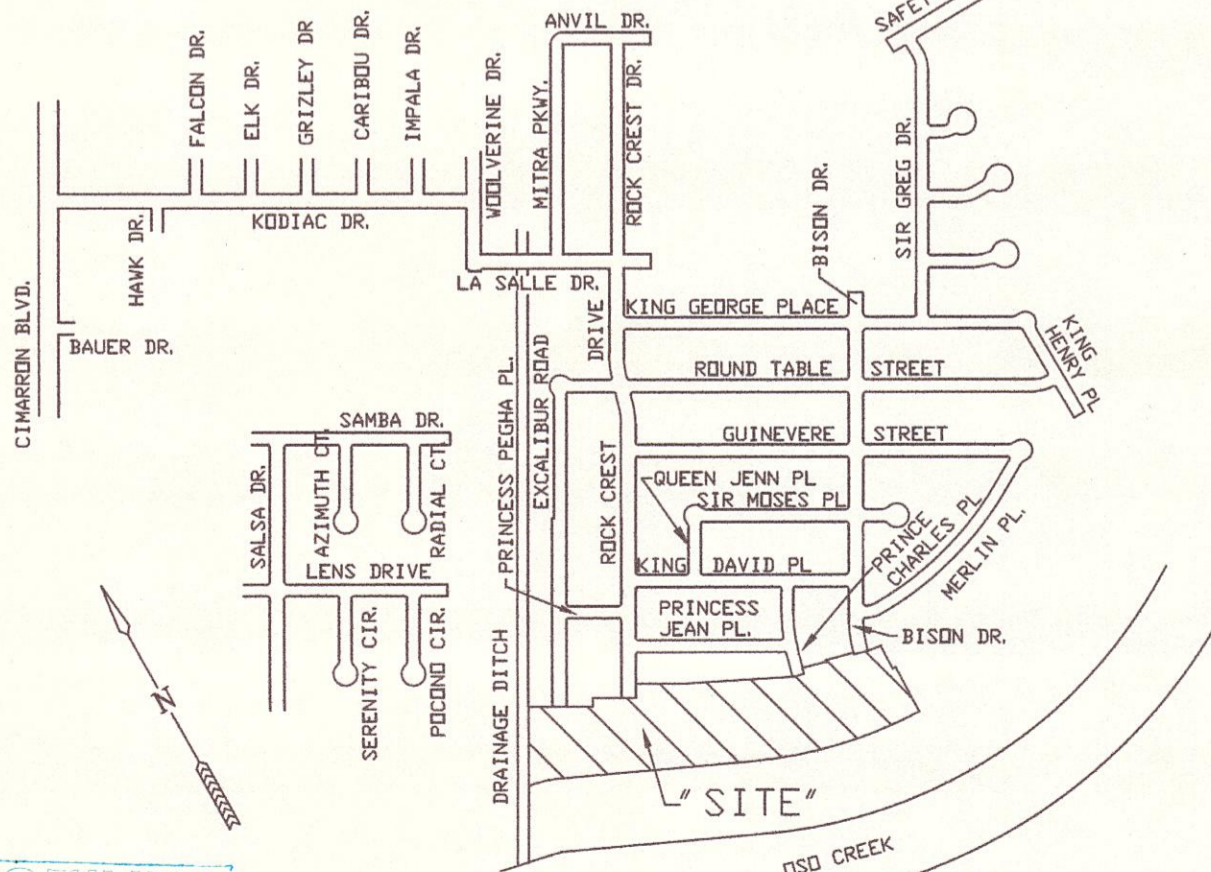


STATE OF TEXAS §
COUNTY OF NUECES §
WE, MPM DEVELOPMENT, LP, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, SUBJECT TO A LIEN IN FAVOR OF THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN, THAT STREETS AND EASEMENTS AS SHOWN HAVE BEEN HERETOFORE DEDICATED, OR IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER, AND THAT THIS PLAT WAS MADE FOR THE PURPOSES OF DESCRIPTION AND DEDICATION.
THIS THE ____ DAY OF _____, 20__

STATE OF TEXAS §
COUNTY OF NUECES §
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MOSSA MOSTAGHASI.
THIS THE ____ DAY OF _____, 20__

MOSSA MOSTAGHASI, GENERAL PARTNER

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS



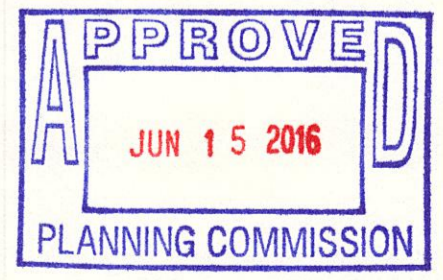
LOCATION MAP
1" = 800'

STATE OF TEXAS §
COUNTY OF NUECES §
WE, _____ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

BY: _____
TITLE: _____

STATE OF TEXAS §
COUNTY OF NUECES §
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ (NAME), _____ (TITLE), OF _____ THIS THE ____ DAY OF _____, 20__

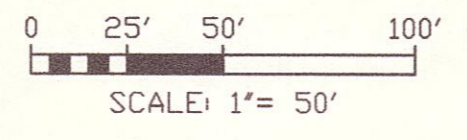
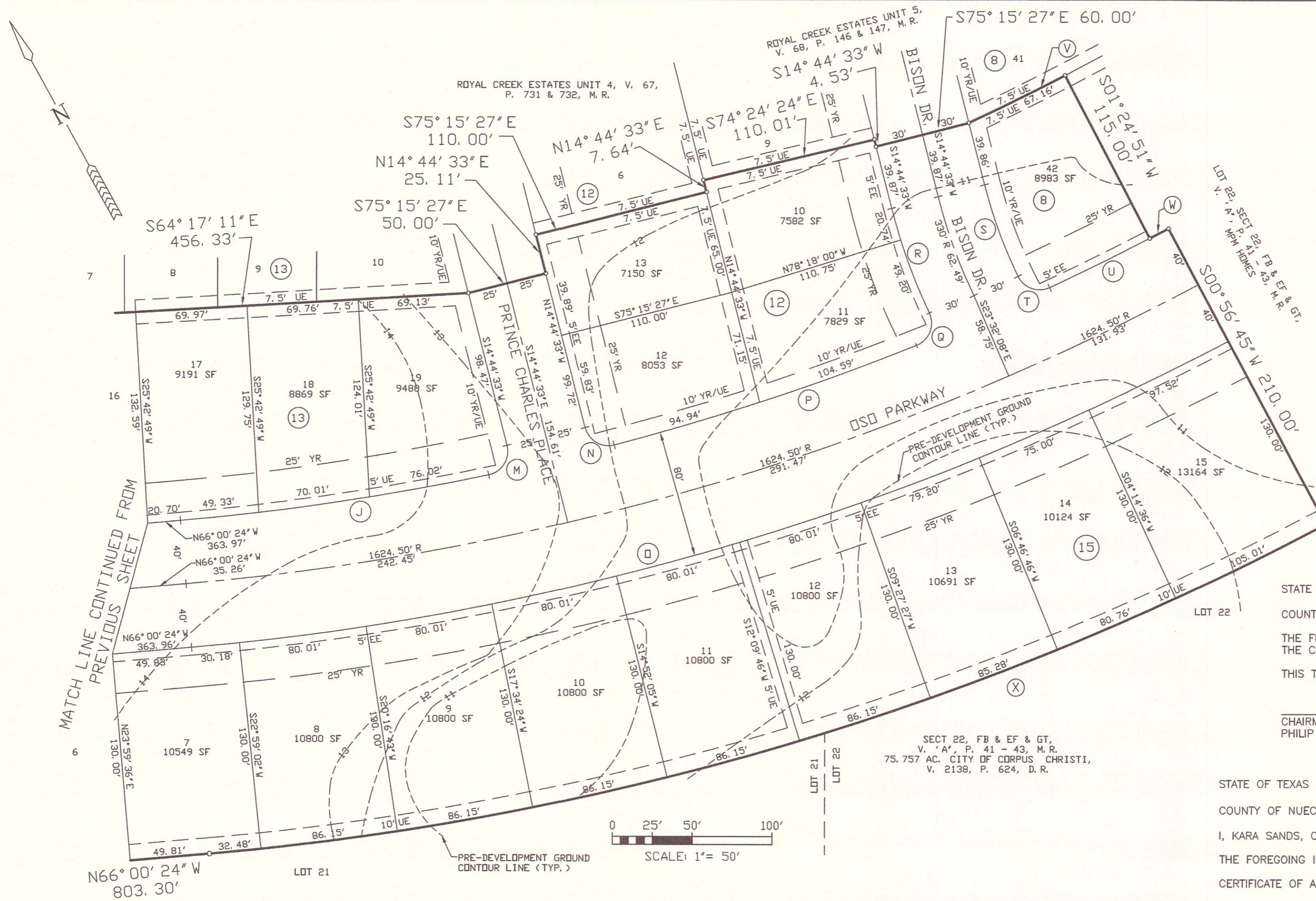
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS



**PLAT OF
ROYAL CREEK ESTATES UNIT 7**
AN 12.116 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 20, 21 AND 22, SECTION 22, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME "A", PAGES 41 - 43, MAP RECORDS, NUECES COUNTY, TEXAS
CORPUS CHRISTI, NUECES COUNTY, TEXAS

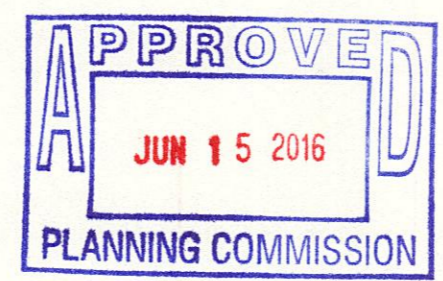
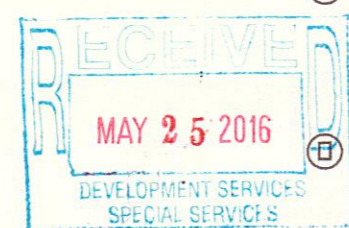
BASS & WELSH ENGINEERING
FIRM NO. F-52, 3054 S. ALAMEDA ST.
CORPUS CHRISTI, TEXAS 78404

DATE PLOTTED: 5/20/16
COMP. NO. PLAT-SHL.DWG
JOB NO. 14006
SCALE: AS SHOWN
PLOT SCALE: 1" = 50'
SHEET 1 OF 2



CURVE DATA

J D=06°55'59" R=1614.50' T=97.80' L=195.36' CB=N69°27'43"W CH=195.24'	P D=07°04'52" R=1614.50' T=99.89' L=199.53' CB=N79°20'07"W CH=199.41'	T D=89°06'52" R=15.00' T=14.77' L=23.33' CB=N41°32'43"W CH=199.05'	X D=23°03'29" R=1824.50' T=372.16' L=734.25' CB=N77°31'31"W CH=729.30'
M D=92°19'44" R=15.00' T=15.62' L=24.17' CB=S60°54'25"W CH=21.64'	Q D=93°30'44" R=15.00' T=15.95' L=24.48' CB=S50°22'05"W CH=21.85'	U D=02°28'59" R=1614.50' T=34.99' L=69.97' CB=N87°20'39"W CH=69.97'	V D=02°33'59" R=1499.50' T=33.59' L=67.16' CB=S87°18'09"E CH=67.16'
N D=90°32'14" R=15.00' T=15.14' L=23.70' CB=N30°31'34"W CH=21.31'	R D=11°07'50" R=360.00' T=35.08' L=69.94' CB=S09°10'38"W CH=69.83'	W D=00°28'06" R=1614.50' T=6.60' L=13.20' CB=S88°49'12"E CH=13.20'	
H D=23°03'30" R=1694.50' T=345.65' L=681.94' CB=S77°31'30"E CH=677.35'	S D=11°43'50" R=300.00' T=30.82' L=61.42' CB=N08°52'38"E CH=61.31'		



- THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- THE RECEIVING WATER FOR STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS NOT CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK, BUT IT IS RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
- SET 5/8" I.R.'S AT LOT ALL CORNERS UNLESS OTHERWISE NOTED.
- THE BASIS OF BEARINGS IS THE COMMON NORTHEAST BOUNDARY OF THE SUBJECT SITE AND THE SOUTHWEST BOUNDARY LINE OF ROYAL CREEK ESTATES UNIT 4, S64°17'11"E, AS SHOWN.
- THE ENTIRE SITE IS FEMA ZONE A13 (EL 12). FEMA ZONES ARE FROM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 485494 0520 D, REVISED JUNE 4, 1987, FOR NUECES COUNTY, TX, UNINCORPORATED AREAS. THE FEMA PRELIMINARY MAP 48355C0520G, NOT YET ADOPTED, INDICATES THE SUBJECT SITE TO BE IN ZONE X, ZONE X (DOTTED) AND ZONE AE (EL 12).
- THE TOTAL AREA OF THIS PLAT IS 12.116 ACRES INCLUDING STREET DEDICATIONS.
- NO PRIVATE DRIVEWAY ACCESS ONTO LOT 42, BLOCK 8, LOTS 11 & 12, BLOCK 12, LOTS 11 & 19, BLOCK 13 AND LOTS 13 & 15, BLOCK 14 ALONG OSO PARKWAY.

STATE OF TEXAS §
 COUNTY OF NUECES §
 I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT.
 THIS THE _____ DAY OF _____, 20____

NIXON M. WELSH, P.E., R.P.L.S.

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

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

DATE _____

STATE OF TEXAS §
 COUNTY OF NUECES §
 THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.
 THIS THE _____ DAY OF _____, 20____

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

INTERIM SECRETARY
 DANIEL MCGINN, A.I.C.P.

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

BY: _____
 DEPUTY
 KARA SANDS, CLERK
 COUNTY COURT
 NUECES COUNTY, TEXAS

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

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

DATE PLOTTED: 05/20/16
 COMP. NO.: PLAT-SH2.DWG
 JOB NO.: 14006
 SCALE: AS SHOWN
 PLOT SCALE: 1" = 50'
 SHEET 2 OF 2

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

CITY STANDARD SPECIFICATIONS

THE FOLLOWING CITY OF CORPUS CHRISTI STANDARD SPECIFICATIONS OF WHICH CAN BE OBTAINED FROM THE CITY OF CORPUS CHRISTI WEBSITE (WWW.CCTEXAS.COM) SHALL BE UTILIZED FOR THIS PROJECT. CONTRACTOR SHALL PRINT AND OBTAIN COPIES OF THESE SPECIFICATIONS PRIOR TO BIDDING THE WORK AND PRIOR TO CONSTRUCTION OF THE WORK. THE WORD "ENGINEER" AS USED IN SAID CITY STANDARD SPECIFICATIONS SHALL REFER TO BASS & WELSH ENGINEERING.

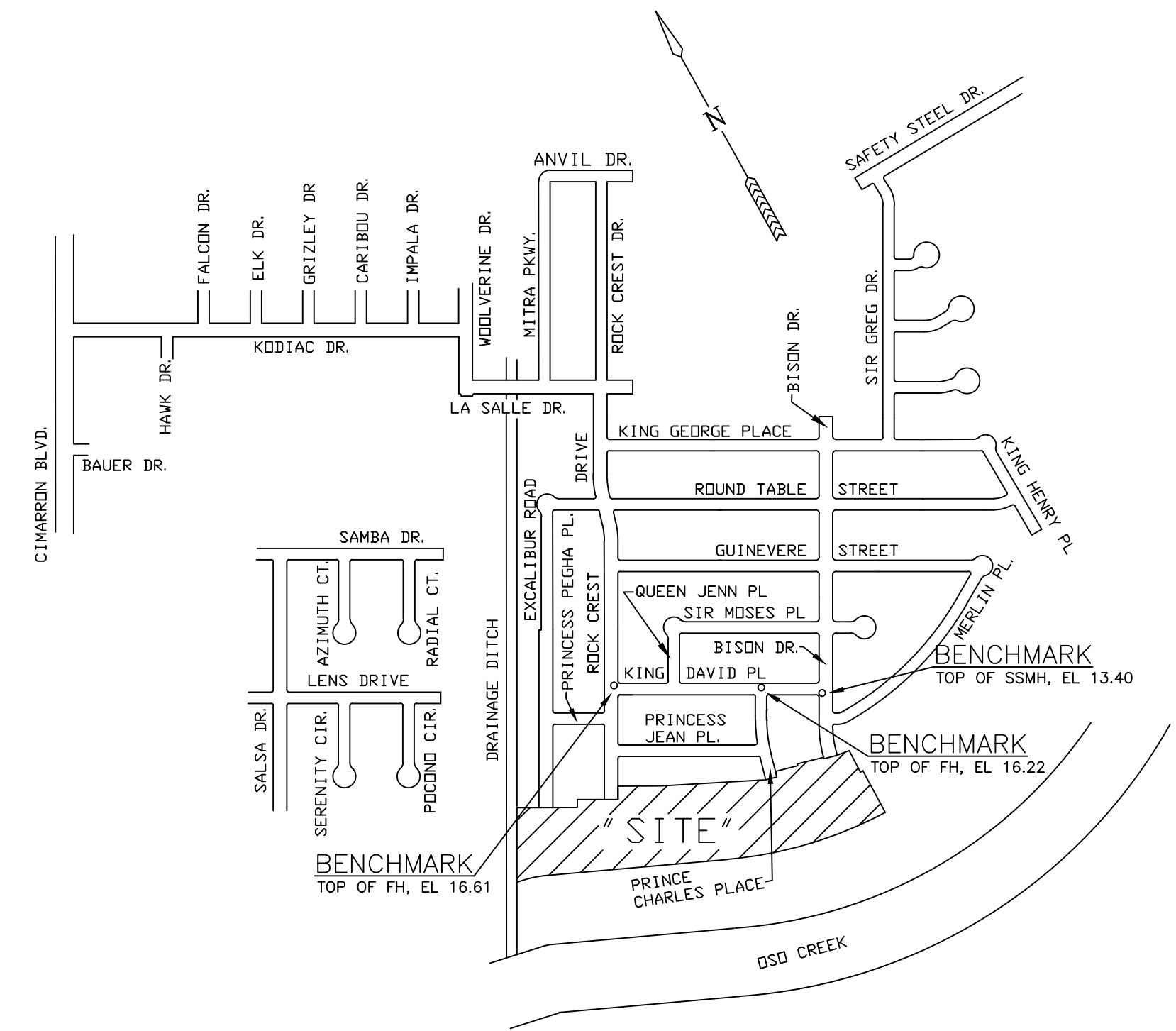
021202	SITE CLEARING AND STRIPPING
021040	SITE GRADING
022020	EXCAVATION AND BACKFILL FOR UTILITIES
022021	CONTROL OF GROUND WATER
022022	CONTROL OF GROUND WATER
022040	STREET EXCAVATION
022060	CHANNEL EXCAVATION
022080	EMBANKMENT
022100	SELECT MATERIAL
022420	SELECT MATERIAL
025210	LIME STABILIZATION
025223	CRUSHED LIMESTONE FLEXIBLE BASE
025404	ASPHALTS, OILS AND EMULSIONS
025412	PRIME COAT
025424	HOT MIX ASPHALTIC CONCRETE PAVEMENT
025608	INLETS
025610	CONCRETE CURB AND GUTTER
025612	CONCRETE SIDEWALKS AND DRIVEWAYS
025614	CONCRETE CURB RAMPS
025602	TEMPORARY TRAFFIC CONTROLS DURING CONSTRUCTION
026201	WATER LINE RISER ASSEMBLIES
026202	HYDROSTATIC TESTING OF PRESSURE SYSTEMS
026409	TAPPING SLEEVES AND TAPPING VALVES
026206	DUCTILE IRON PIPE AND FITTINGS
026210	PVC PIPE - AWWA C900/C905 PRESSURE PIPE FOR MUNICIPAL WATER MAINS AND WASTEWATER FORCE MAINS
026402	WATER LINES
026404	WATER SERVICE LINES
026411	GATE VALVES FOR WATER LINES
026416	FIRE HYDRANTS
027202	MANHOLES
027203	VACUUM TESTING OF WASTE WATER MANHOLES AND STRUCTURES
027205	FIBERGLASS MANHOLES
027402	REINFORCED CONCRETE PIPE CULVERTS
027602	GRAVITY WASTE WATER LINES
027606	WASTE WATER SERVICE LINES
028020	SEEDING
030020	PORTLAND CEMENT CONCRETE
032020	REINFORCING STEEL
038000	CONCRETE STRUCTURES
055420	FRAMES, GRATES, RINGS AND COVERS

LEGEND - EXISTING FACILITIES AND APPURTENANCES

AP	ASPHALT PAVEMENT	BB	BACK OF CURB TO BACK OF CURB
①	BLOCK NO. 1	CL	CENTERLINE
6" C & G	6" R/C CURB AND GUTTER	CW	R/C CONCRETE WALK
4' CW	4' R/C WALK	D CSC	DEEP CUT SERVICE CONNECTION (SAN. SEWER)
D.E.	DRAINAGE EASEMENT	→	DRAINAGE DIRECTION OR DIMENSION ARROW
EP	EDGE OF PAVEMENT	(13.45)	FINISHED GROUND ELEVATION
M.R.	MAP RECORDS	⬮	FIRE HYDRANT SYMBOL
18" RCP	18" REINFORCED CONCRETE PIPE	FL	FLOW LINE OR INVERT ELEVATION
ROW	RIGHT-OF-WAY LINE	FW	FINISHED WALK ELEVATION
R/W	RIGHT-OF-WAY LINE	GB	GRADE BREAK (CHANGE OF DRAINAGE DIRECTION OR SLOPE)
8"SS	8" SANITARY SEWER LINE	LT	LEFT
U.E.	UTILITY EASEMENT	MH	MANHOLE
8"W	8" WATER LINE	PC	POINT OF CURVATURE (BEGINNING OF CURVE)
Y.R.	YARD REQUIREMENT	PT	POINT OF TANGENCY (END OF CURVE)
31'.58	SPOT ELEVATION POINT OF "X"	R/C	REINFORCED PORTLAND CEMENT CONCRETE

LEGEND - PROPOSED FACILITIES AND APPURTENANCES

RCP	REINFORCED CONCRETE PIPE
RT	RIGHT
S = 0.3%	LONGITUDINAL SLOPE
SS	SANITARY SEWER
SSF	SEDIMENTATION SCREENING FENCE ALSO KNOWN AS SILT FENCE OR TEMPORARY SEDIMENT CONTROL FENCE
SSMH	SANITARY SEWER MANHOLE
SSS	SANITARY SEWER SERVICE (PIPE & FITTINGS, 4" AND 6")
TC	TOP OF CURB
TW	TOP OF WALK
W	WATER VALVE SYMBOL
WSD	DOUBLE WATER SERVICE (1" PIPE, FITTINGS, CORPORATION STOP AND ANGLE METER VALVES)
WSS	SINGLE WATER SERVICE (1" PIPE, FITTINGS, CORPORATION STOP AND ANGLE METER VALVE)



LOCATION MAP
1" = 60'

PAVING, GRADING AND DRAINAGE NOTES

- ALL PROPOSED CONCRETE CURBS AND GUTTERS, WALKS, DRAINAGE INLETS AND VALLEY GUTTERS ARE SHOWN POCHED (SHADED).
- PRIOR TO ANY EARTHWORK, ALL TREES, VEGETATION, ORGANIC MATERIAL AND ANY DELETERIOUS SUBSTANCES SHALL BE REMOVED FROM THE ENTIRE PROJECT SITE EXCEPT TREES 6" DIAMETER AND LARGER OUTSIDE OF PROPOSED STREET PAVING SHALL BE LEFT IN PLACE UNHARMED. AFTER REMOVAL OF ALL VEGETATION, ORGANIC MATERIAL, DELETERIOUS SUBSTANCES, APPROPRIATE TREES, ETC., CONTRACTOR MAY BEGIN EARTHWORK CUT AND FILL OPERATIONS FOR LOT GRADING AND EARTHWORK ASSOCIATED WITH STREETS.
- CONTRACTOR SHALL PERFORM ALL ROUGH EARTHWORK (FILLING, GRADING, HAULING, CUTTING, LOADING, ETC.) TO VERIFY ADEQUATE EARTH QUANTITY ON-SITE TO ACHIEVE EARTH GRADES AS SHOWN PRIOR TO ANY OTHER CONSTRUCTION AND CONTRACTOR SHALL NOT PROCEED WITH SAID OTHER CONSTRUCTION UNTIL AFTER HE HAS RECEIVED ENGINEER'S PERMISSION. SHOULD THERE NOT BE AVAILABLE EARTH TO MEET GRADES AS SHOWN, CONTRACTOR SHALL HAUL EARTH ON TO THE SITE FROM OFFSITE SOURCES TO ACHIEVE GRADES AS SHOWN (NO SEPARATE PAY). AFTER COMPLETION OF ROUGH GRADING AND AFTER COMPLETION OF STREET, DRAINAGE, SANITARY SEWER AND WATER IMPROVEMENTS, THEN CONTRACTOR SHALL PROVIDE ALL FINAL/FINISH GRADING TO ACHIEVE GRADES AS SHOWN.
- ALL CONCRETE FOR USE ON THE PROJECT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. ALL STEEL REINFORCING SHALL BE GRADE 60 (60,000 PSI YIELD STRENGTH) IN ACCORDANCE WITH ASTM A 615.
- REINFORCED CONCRETE STORM SEWER PIPE SHALL BE CLASS III, STANDARD STRENGTH. STORM SEWER MANHOLES SHALL BE PRE-CAST CONCRETE.
- ALL STREET, SANITARY SEWER AND STORM SEWER STATIONING IS MEASURED ALONG THE CENTERLINES OF STREETS.
- LINEARLY INTERPOLATE BETWEEN GRADES AS SHOWN TO DETERMINE A PROPOSED GRADE AT ANY PARTICULAR POINT.
- CURB AND GUTTER ALIGNMENT SHALL PARALLEL ADJACENT RIGHT-OF-WAY LINES EXCEPT WHERE INDICATED OTHERWISE.
- ALL CURB AND GUTTER TO BE CONSTRUCTED 11.0' BACK OF CURB TO PROPERTY LINES FOR 60' STREET RIGHTS-OF-WAY, 10.0' BC TO PROPERTY LINES FOR 60' RIGHT-OF-WAY STREETS AND AS INDICATED IN PLANS HEREOF FOR 80' RIGHT-OF-WAY STREETS.
- CONSTRUCT PROPOSED CURB RAMPS AT ALL STREET INTERSECTIONS AND AS SHOWN AND ACCORDING TO CITY CURB RAMP DETAILS AS SHOWN IN PLANS HEREOF. DEPRESS CURBS AS REQUIRED. RAMPS SHALL BE SLOPED NOT EXCEEDING 1" PER FOOT LONGITUDINAL AND 2% TRANSVERSE AND SHALL MEET ALL APPLICABLE GOVERNMENTAL REGULATIONS. NO SEPARATE PAY FOR CURB RAMPS (PAY FOR CURB RAMPS IN THE SQUARE FOOT PRICE OF 4" THICK R/C WALKS).
- CONTRACTOR SHALL MEET ALL GOVERNMENTAL ONE-CALL AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND FACILITIES AND PIPELINES.
- NO SEPARATE PAY FOR PRIME COAT (PAY FOR IT IN THE ESTABLISHED UNIT PRICE FOR HMAC).
- ADA CURB RAMPS - THE CITY NO LONGER ALLOWS THE PAVEMENT OPTION AT CURB RAMPS. THE CONTRACTOR SHALL INSTALL COMPOSITE TACTILE WARNING PANELS AT ALL ADA CURB RAMPS.
- GEOTEXTILE FABRIC MATERIAL IS REQUIRED FOR WRAPPING RCP PIPE JOINTS AND SHALL MEET REQUIREMENTS OF AASHTO M288.

SANITARY SEWER NOTES

- SET ENDS OF SERVICE LINES MID LOT FRONTAGE UNLESS SHOWN OTHERWISE.
- ALL SANITARY SEWER STATIONING IS MEASURED ALONG THE CENTER LINE OF PROPOSED STREETS. ALL SANITARY SEWER MANHOLES SHALL BE FIBERGLASS, 48" MINIMUM DIAMETER UNLESS SHOWN OTHERWISE, 0.5" (MINIMUM) WALL AND CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- ALL GRAVITY SEWER PIPES 8" THRU 18" SHALL BE PVC, SDR 26 AND SHALL BE BEDDED IN SAND WITH PI LESS THAN 10 TO 6" BELOW AND 6" TO SIDES OF PIPE (FULL HEIGHT OF PIPE), IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS. BED 4" AND SMALLER PIPES IN EARTH FROM THE EXCAVATION.
- NO SEPARATE PAY FOR ANY DE-WATERING OR SPECIAL EMBEDMENT REQUIRED FOR SANITARY SEWER CONSTRUCTION.
- THE WORDS SANITARY SEWER SHALL MEAN WASTE WATER AND VICE VERSA.

CITY STANDARD DETAIL SHEETS

THE FOLLOWING SHEETS ARE INCLUDED HEREIN BY REFERENCE AND SHALL BE USED ON THIS PROJECT. CONTRACTOR SHALL OBTAIN THESE SHEETS FROM THE CITY OF CORPUS CHRISTI (AT [HTTP://ENGINEERCG.COM/STANDARD-DETAILS](http://ENGINEERCG.COM/STANDARD-DETAILS)) FOR BIDDING AND CONSTRUCTION PURPOSES.

- STANDARD WATER DETAILS, 4 SHEETS
- WASTE WATER STANDARD DETAILS, 4 SHEETS
- STORM WATER STANDARD DETAILS, 3 SHEETS
- STORM WATER POLLUTION PREVENTION, 3 SHEETS
- CURB, GUTTER AND SIDEWALK STANDARD DETAILS, 1 SHEET
- PEDESTRIAN CURB RAMP STANDARD DETAILS, 4 SHEETS

TRAFFIC CONTROL AND STREET LIGHT FEES

- CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL AND BARRICADING PLAN AND SUBMIT IT TO THE CITY TRAFFIC ENGINEERING DEPARTMENT FOR APPROVAL AND SHALL DO NO WORK UNTIL HE HAS RECEIVED WRITTEN APPROVAL FROM THE CITY OF SAID PLAN. ALL TRAFFIC CONTROL AND BARRICADING SHALL BE ACCOMPLISHED IN ACCORDANCE WITH SAID PLAN.
- R.O.W. PERMITS ARE REQUIRED PRIOR TO STARTING WORK IN ANY PUBLIC STREET RIGHT-OF-WAY. THE CONTRACTOR SHALL CONTACT TRAFFIC ENGINEERING TO DETERMINE ALL APPLICABLE REQUIREMENTS (PERMITS, TRAFFIC CONTROL PLAN, FEES, ETC.).
- STREET LIGHT FEES SHALL BE PAID BY THE DEVELOPER TO THE CITY (NOT BY CONTRACTOR)

WATER NOTES

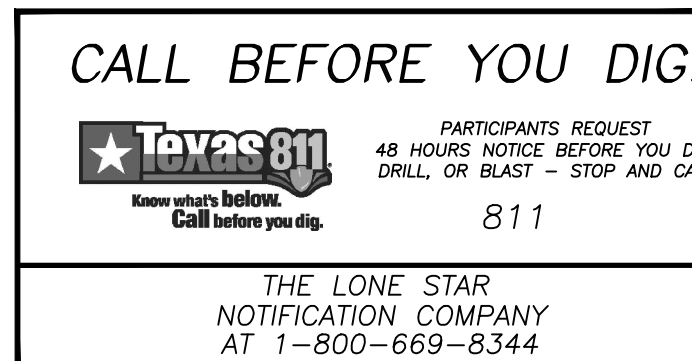
- PROVIDE THRUST BLOCKS AT ALL 6", 8" AND 12" WATER FITTINGS.
- PROVIDE CAST IRON BOXES AND PVC PIPE EXTENSIONS WITH CONCRETE AT GATE VALVES PURSUANT TO STANDARD WATER DETAILS AS SHOWN IN SHEET 2 OF 4.
- CONSTRUCT WATER RISERS AT END CAPS ON PIPES AND 2" BLOW-OFF VALVES FOR FILLING AND TESTING PURPOSES PURSUANT TO DETAILS AS SHOWN IN STANDARD WATER DETAILS SHEET 3 OF 4.
- CONSTRUCT WATER SERVICE LINES AND CONNECTIONS PURSUANT TO THE NOTES AND DETAILS AS SHOWN IN STANDARD WATER DETAILS SHEET 4 OF 4.
- ALL WATER MAINS 6" AND LARGER SHALL BE DR18 PVC WITH DUCTILE IRON MECHANICAL JOINT FITTINGS AND SHALL BE BEDDED IN (ENCASED IN) SAND TO 6" ALL AROUND PIPE (026210 AND 026402).
- PROVIDE MINIMUM CLEARANCE BETWEEN WATER AND SANITARY SEWER LINES AND/OR MANHOLES AS REQUIRED BY THE TEXAS ADMINISTRATIVE CODE 317-3, APPENDIX "E", SEPARATION DISTANCE (AS REQUIRED BY TEXAS STATE WATER HYGIENE LAW) AND ACCORDING TO CITY STANDARD DETAILS AND SPECIFICATIONS).
- ALL WATER SERVICE LINES SHALL BE 1" DIAMETER FOR SINGLE AND DOUBLE WATER SERVICES.
- ALL PUBLIC WATER LINE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH REQUIREMENTS SET FORTH BY THE CITY OF CORPUS CHRISTI WATER DISTRIBUTION STANDARDS, DETAILS, AND PRACTICES. PVC PIPE AND FITTINGS FOR WATER LINES SHALL BE AWWA C-900, CLASS 150, WITH A DR OF 18. FIRE HYDRANTS WILL BE LOCKED ONTO VALVE BY USE OF RETAINER GLANDS ON DIP.
- 2" WATER LINES SHALL BE SDR-9 POLYETHYLENE (PE) PIPE WITH COMPRESSION RESTRAINED BRASS FITTINGS AND STAINLESS STEEL INSERTS.

STORM WATER POLLUTION PREVENTION

- PAY FOR ALL STORM WATER POLLUTION PREVENTION MEASURES, SOLID WASTE DISPOSAL, SOIL TRACKING, SEEDING, ETC., AS PART OF "STORM WATER POLLUTION PREVENTION".
- UPON COMPLETION OF IMPROVEMENTS HEREOF, ALL DISTURBED AREAS SHALL BE GRASS SEEDING IN ACCORDANCE WITH CITY STANDARD SPECIFICATION 028020 "SEEDING".
- THE NPDES PERMIT CAN BE FOUND ON THE TCEQ WEB SITE AT [HTTPS://WWW.TCEQ.TEXAS.GOV/ASSETS/PUBLIC/PERMITTING/STORMWATER/TXR150000_CGP.PDF](https://www.tceq.texas.gov/assets/public/permitting/stormwater/TXR150000_CGP.PDF).

STOP SIGNS

TRIANGULAR SLIP BASE SYSTEMS ARE REQUIRED FOR ROADSIDE SIGN SUPPORTS THIS PROJECT.



GENERAL NOTES:

- SUBSIDIARY WORK: IN THE COURSE OF FURNISHING OR CONSTRUCTING A COMPLETE WORK OR IMPROVEMENT, CERTAIN WORK MAY BE NECESSARY WHICH IS SUBSIDIARY TO THE ITEMS WHICH ARE ESTABLISHED AS PAY ITEMS. SOME SUCH SUBSIDIARY WORK MAY BE SHOWN AND SPECIFIED IN DETAIL IN THE PLANS AND SPECIFICATIONS, OTHER WORK MAY BE LESS COMPLETELY SHOWN, AND OTHER SUCH WORK WHICH IS ENTIRELY NECESSARY FOR THE SATISFACTORY COMPLETION OF THE WORK AS A WHOLE MAY NOT BE NOTED ON THE PLANS OR IN THE SPECIFICATIONS. IT SHALL BE THE DUTY OF THE CONTRACTOR TO CARRY OUT ALL SUCH SUBSIDIARY WORK AS IF FULLY SHOWN, AND THE COST OF SUCH WORK SHALL BE MADE SUBSIDIARY TO THE ESTABLISHED PAY ITEM.
- CONTRACTOR SHALL NOTIFY THE CITY OF CORPUS CHRISTI CONSTRUCTION INSPECTION DEPARTMENT (880-3555) AT LEAST 3 WORKING DAYS PRIOR TO BEGINNING ANY WORK ON PUBLIC IMPROVEMENTS. THE CITY WATER INSPECTOR MUST BE CONTACTED AT LEAST 48 HOURS BEFORE ANY WORK BEGINS ON PUBLIC WATER IMPROVEMENTS. CALL ALBERT PARDO (826-3273) TO GET THE NAME AND NUMBER OF THE INSPECTOR WHO WILL BE ASSIGNED TO THIS PROJECT.
- CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES, INCLUDING TEXAS 811, 48 HOURS PRIOR TO ACTUAL CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AN APPROVED TRAFFIC CONTROL PLAN AS STATED IN CITY STANDARD SPECIFICATION 025802. AN APPROVED TRAFFIC CONTROL PLAN WILL BE REQUIRED FROM THE CONTRACTOR FOR ALL WORK IN PUBLIC ROW OR EASEMENT. ALL WORK AFFECTING TxDOT RIGHT OF WAY WILL REQUIRE TxDOT APPROVAL AND/OR PERMIT. ALL PERMITS MUST BE ISSUED BEFORE BEGINNING ANY WORK IN PUBLIC RIGHT OF WAY OR EASEMENT.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS AND/OR PAYING ANY APPLICABLE FEES. CONTRACTOR SHALL CONTACT CITY DEVELOPMENT SERVICES TO DETERMINE WHAT PERMITS AND FEES ARE REQUIRED.
- CONTRACTOR SHALL PERFORM NO TRENCH EXCAVATIONS IN THE GROUND IN ANY PORTION OF THE PROJECT WITHOUT ALL EXISTING UNDERGROUND UTILITY LINES STAKED ON THE GROUND (TO IDENTIFY LOCATION) IN THE VICINITY OF CONTRACTOR'S TRENCHING OPERATIONS. CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITY LINES TO STAKE THEIR UNDERGROUND LINES PRIOR TO ANY CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE OWNER A ONE YEAR GUARANTEE AND WARRANTY AGAINST ALL DEFECTS IN MATERIALS, WORKMANSHIP AND COMPACTION OF EARTH AND PAVING.

ELECTRICAL CASING PIPE NOTE

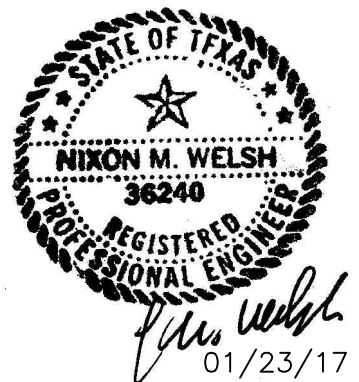
ELECTRICAL CASING PIPES SHALL BE PVC SCHEDULE 40 PIPE, SOLVENT WELD, CAPPED EACH END (WITHOUT SOLVENT WELD AT END CAPS). CASINGS ARE FOR FUTURE ELECTRICAL WIRE/CABLES TO BE INSERTED BY OTHERS. SIZE OF CASINGS AND PLACEMENT LOCATIONS SHALL BE MADE PURSUANT TO THE REQUIREMENTS OF CPL. PLACE ELECTRICAL CASINGS AND BACKFILL IN ACCORDANCE WITH ALL REQUIREMENTS FOR SANITARY SEWER SERVICE LINES. INSTALL CASING PIPES WITH A MINIMUM OF 4' OF COVER FROM FINISHED SURFACE. CONTRACTOR SHALL CONTACT CPL TO DETERMINE THE LOCATION OF CASINGS REQUIRED BY AEP.

BENCHMARKS
(CITY DATUM, NGVD '29)
SEE LOCATION MAP ABOVE

SHEET INDEX

- | | |
|---------|---|
| SHEET 1 | COVER SHEET AND MISCELLANEOUS INFORMATION |
| SHEET 2 | PAVING, GRADING AND DRAINAGE PLAN, STREET AND STORM SEWER PROFILES |
| SHEET 3 | SANITARY SEWER AND WATER PLAN AND PROFILE |
| SHEET 4 | STORM WATER POLLUTION PREVENTION PLAN, ESTIMATE SUMMARY AND BASE MAPS |
| SHEET 5 | OFFSITE STORM SEWER PLAN AND PROFILE |
| SHEET 6 | STREET, SIDEWALK AND DRAINAGE DETAILS |

CONTRACTOR SHALL FOLLOW CITY STANDARDS AND SPECIFICATIONS

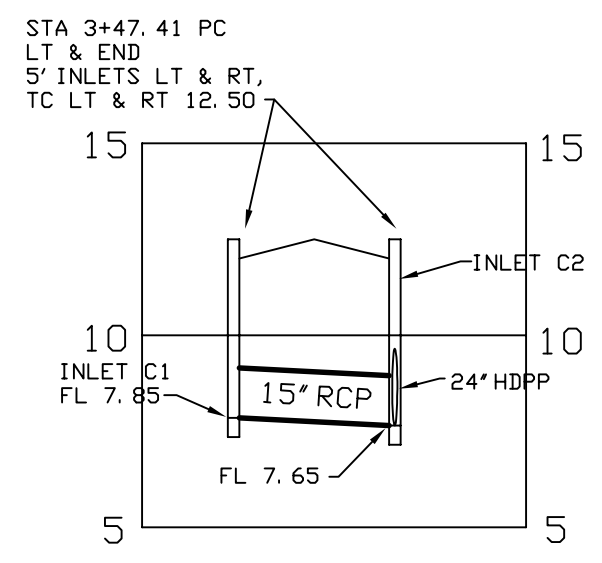


DEVELOPER:

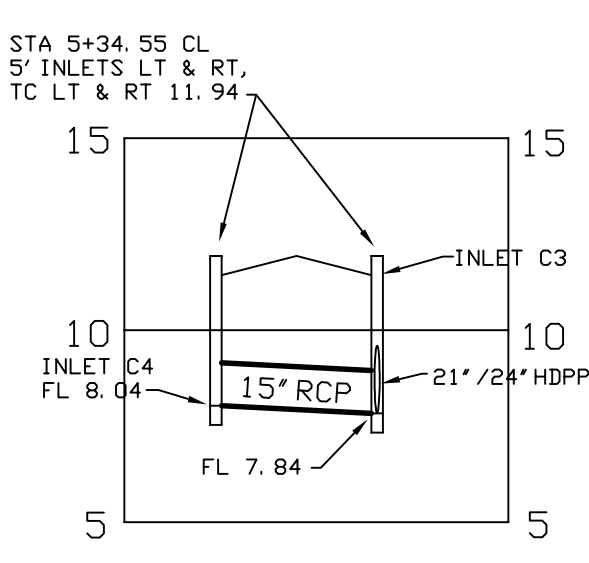
MOSES MOSTACHASI
P.O. BOX 331308 CORPUS CHRISTI, TEXAS
78463 (361) 774-3832

NOTE:
IF A PARTICIPATION AGREEMENT AND/OR REIMBURSEMENT ARE BEING REQUESTED BY THE DEVELOPER/ENGINEER, THEN PRIOR TO START OF CONSTRUCTION, CITY COUNCIL MUST APPROVE SAID AGREEMENT. IF THE DEVELOPER CHOOSES TO BEGIN WORK PRIOR TO COUNCIL APPROVAL, THIS WILL RESULT IN THE PARTICIPATION AGREEMENT AND/OR REIMBURSEMENT BECOMING INELIGIBLE AND ALL CONSTRUCTION WILL BE AT THE DEVELOPER'S EXPENSE.

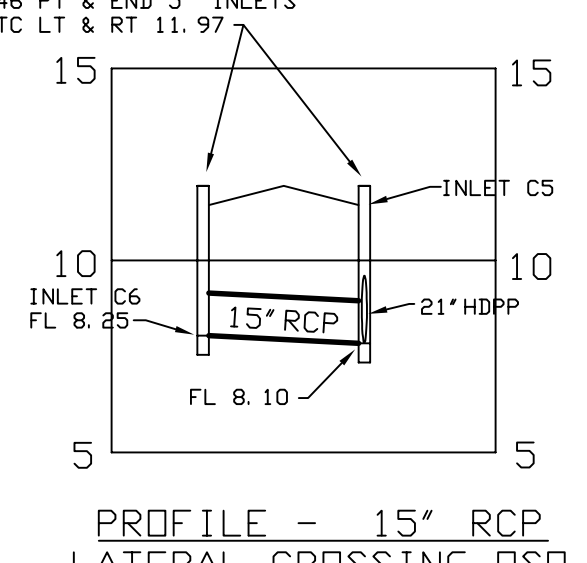
BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404			
PUBLIC IMPROVEMENTS TO ROYAL CREEK ESTATES UNIT 7 CORPUS CHRISTI, NUECES CO., TX			
COVER SHEET AND MISCELLANEOUS INFORMATION			
DWN:	PLT SCALE:	1" = 50'	COM. NO.
CHK:	N. WELSH	SCALE (H): AS SHOWN	CS.DWG
		SCALE (V): AS SHOWN	JOB NO.
		DATE PLOTTED 01/23/17	14006
			SHEET 1 OF 6



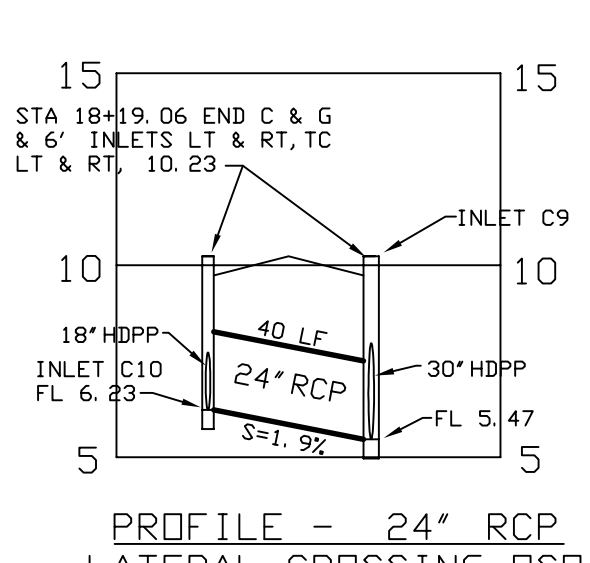
PROFILE - 15" RCP LATERAL CROSSING DSD PARKWAY NEAR STA 3+47.41



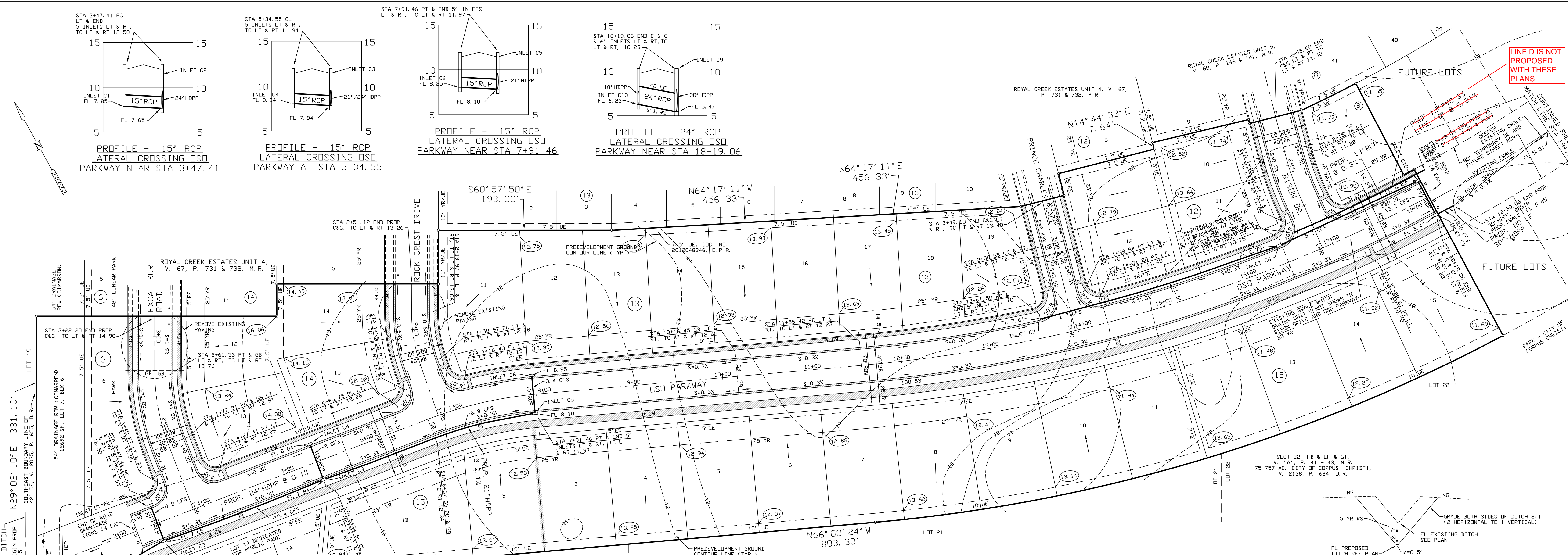
PROFILE - 15" RCP LATERAL CROSSING DSD PARKWAY AT STA 5+34.55



PROFILE - 15" RCP LATERAL CROSSING DSD PARKWAY NEAR STA 7+91.46



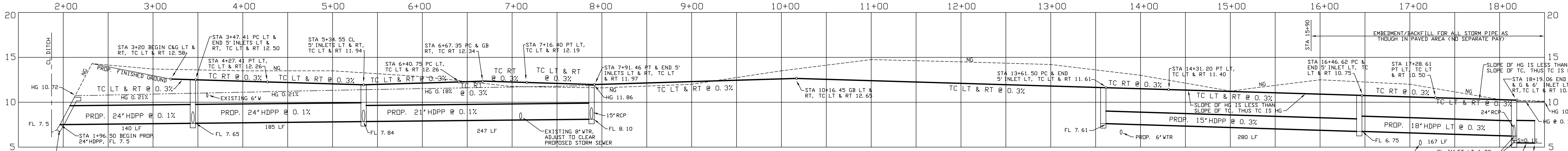
PROFILE - 24" RCP LATERAL CROSSING DSD PARKWAY NEAR STA 18+19.06



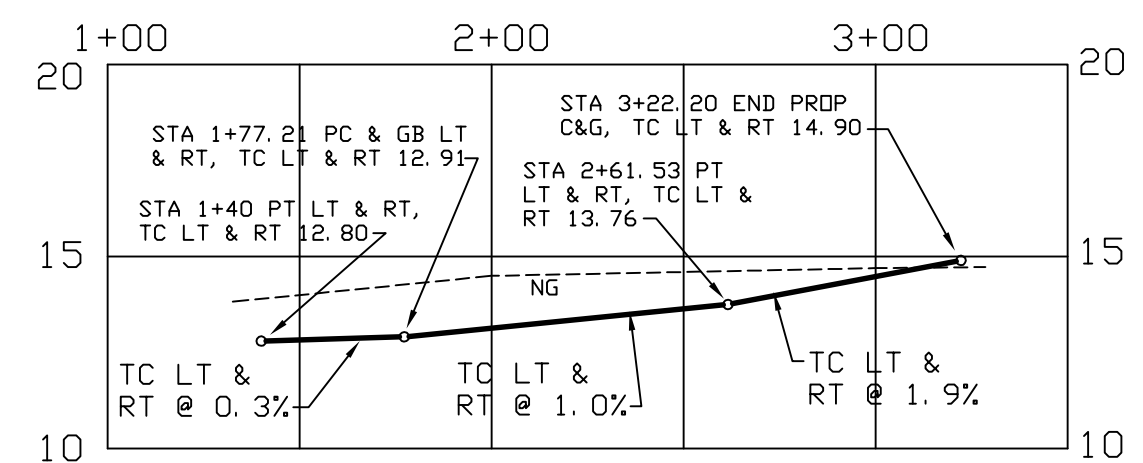
HDPP (HIGH DENSITY POLYETHYLENE PIPE)
 CONTRACTOR SHALL USE HDPP WHERE SHOWN IN THE PLANS FOR STORM SEWER. HDPP SHALL BE DUAL WALL, CORRUGATED EXTERIOR WALL WITH SMOOTH INTERIOR WALL WITH MANNING'S HYDRAULIC COEFFICIENT OF 0.12 OR LESS AND SHALL MEET THE REQUIREMENTS OF ASTM F2306, D2321, F477, D3212 AND ASHTO M252 AND M294 TYPE "S". CONTRACTOR SHALL SUBMIT MANUFACTURER'S CATALOG DATA FOR HDPP TO ENGINEER FOR APPROVAL AND SHALL DO NO HDPP CONSTRUCTION UNTIL HE HAS RECEIVED ENGINEER'S WRITTEN APPROVAL. PAY FOR HDPP AS LF OF SAME SIZE RCP.

DRAINAGE AREAS
 ALL ADJACENT STREETS FROM THE NORTH DRAIN TO THE NORTH EXCEPT FOR BISON DRIVE WHICH DRAINS 2.2 ACRES FROM THE NORTH. THE LAND TO THE SOUTH DRAINS DIRECTLY TO THE DSD CREEK. THE AREA TO THE EAST DRAINS TO THE EAST.

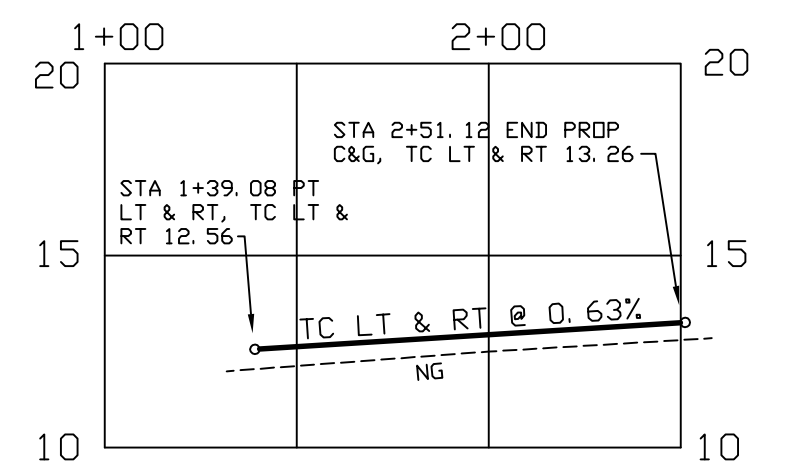
TYPICAL SECTION - OFFSITE TEMPORARY DRAINAGE DITCH IN FUTURE DSD PARKWAY
 NTS



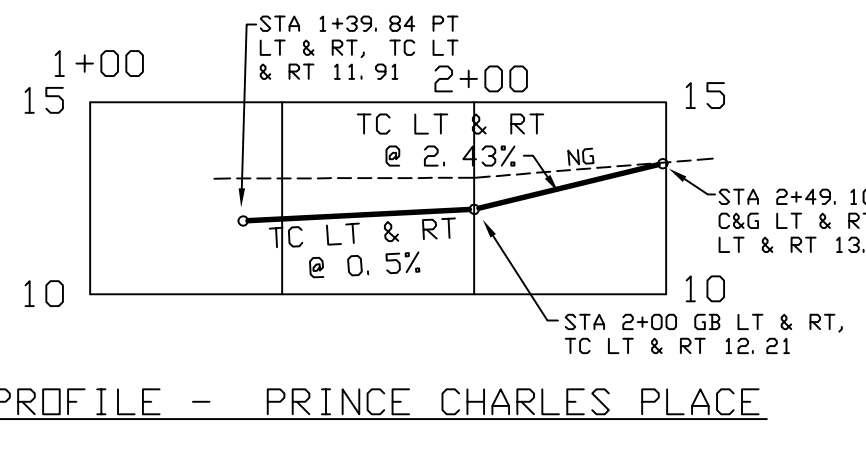
PROFILE - DSD PARKWAY



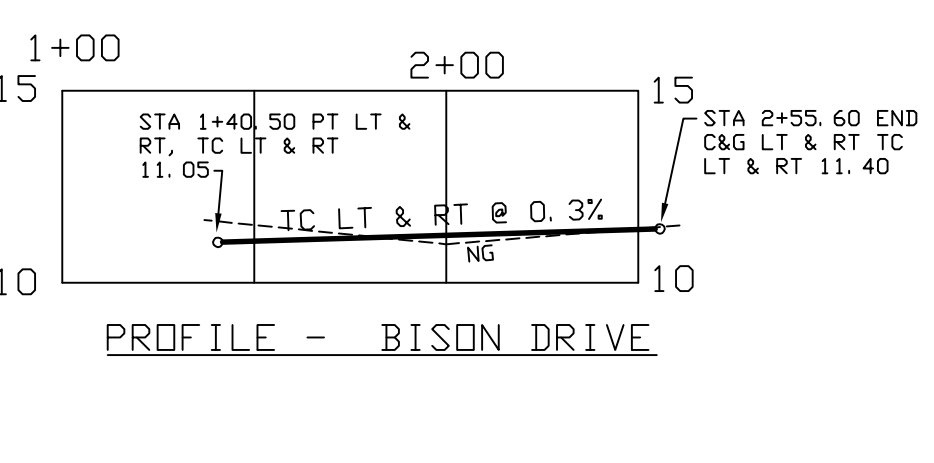
PROFILE - EXCALIBUR ROAD



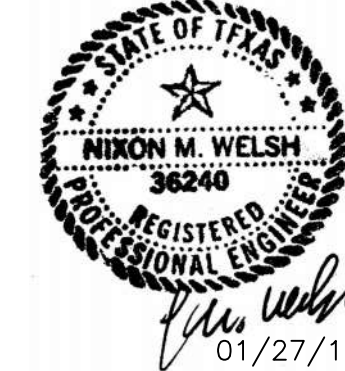
PROFILE - ROCK CREST DRIVE



PROFILE - PRINCE CHARLES PLACE



PROFILE - BISON DRIVE

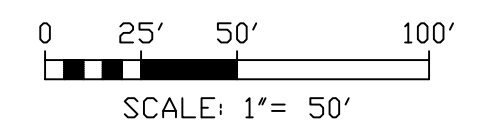


BASS & WELSH ENGINEERING
 TX SURVEY REG. NO 100027-00, TX ENGINEERING REG. NO. F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

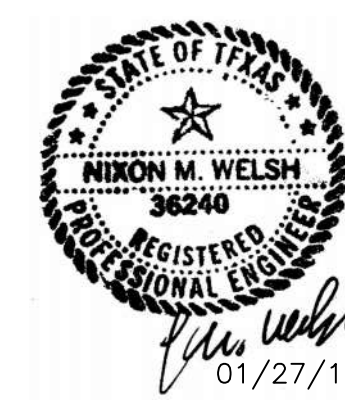
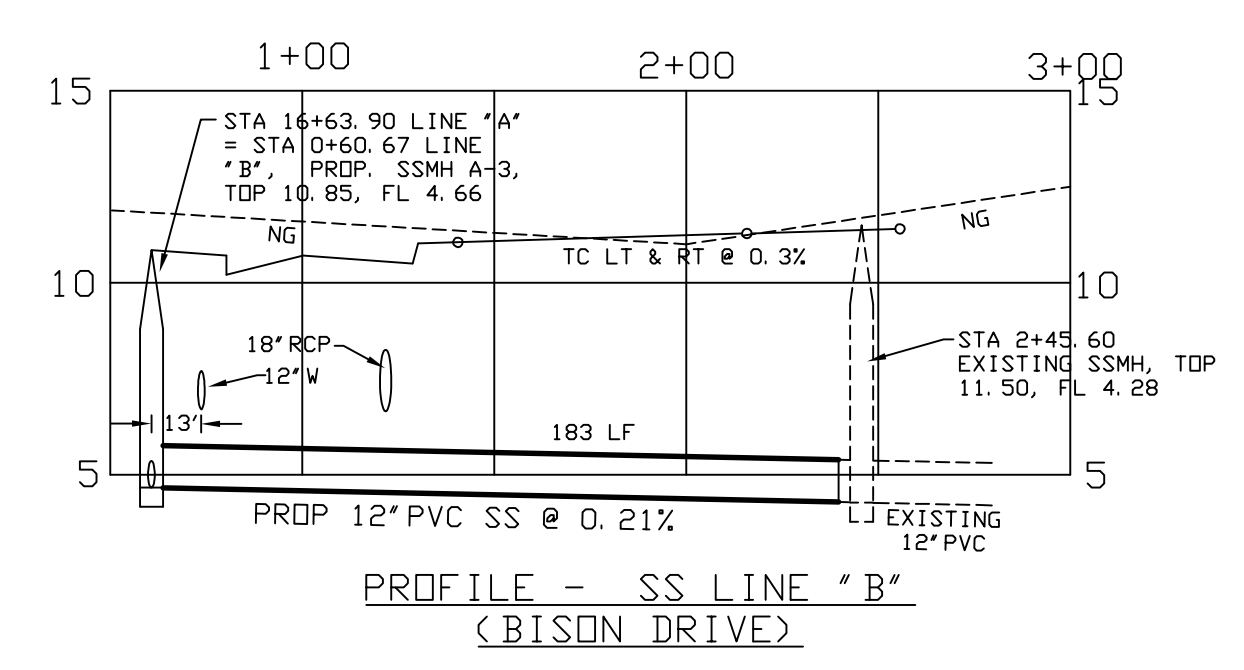
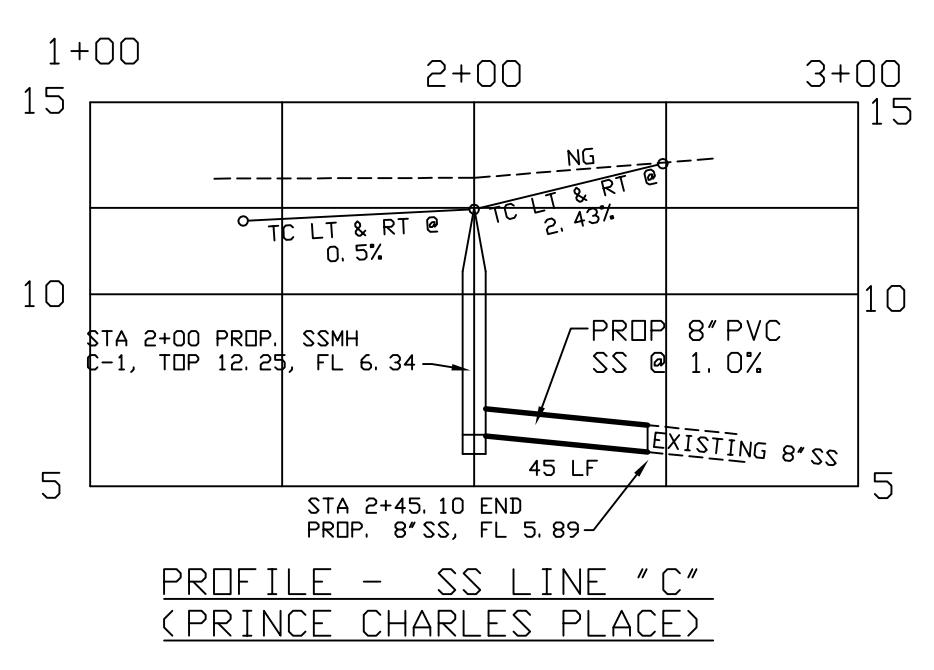
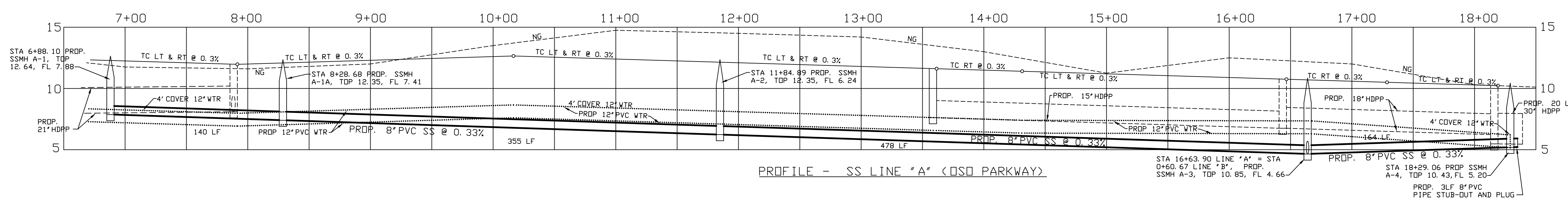
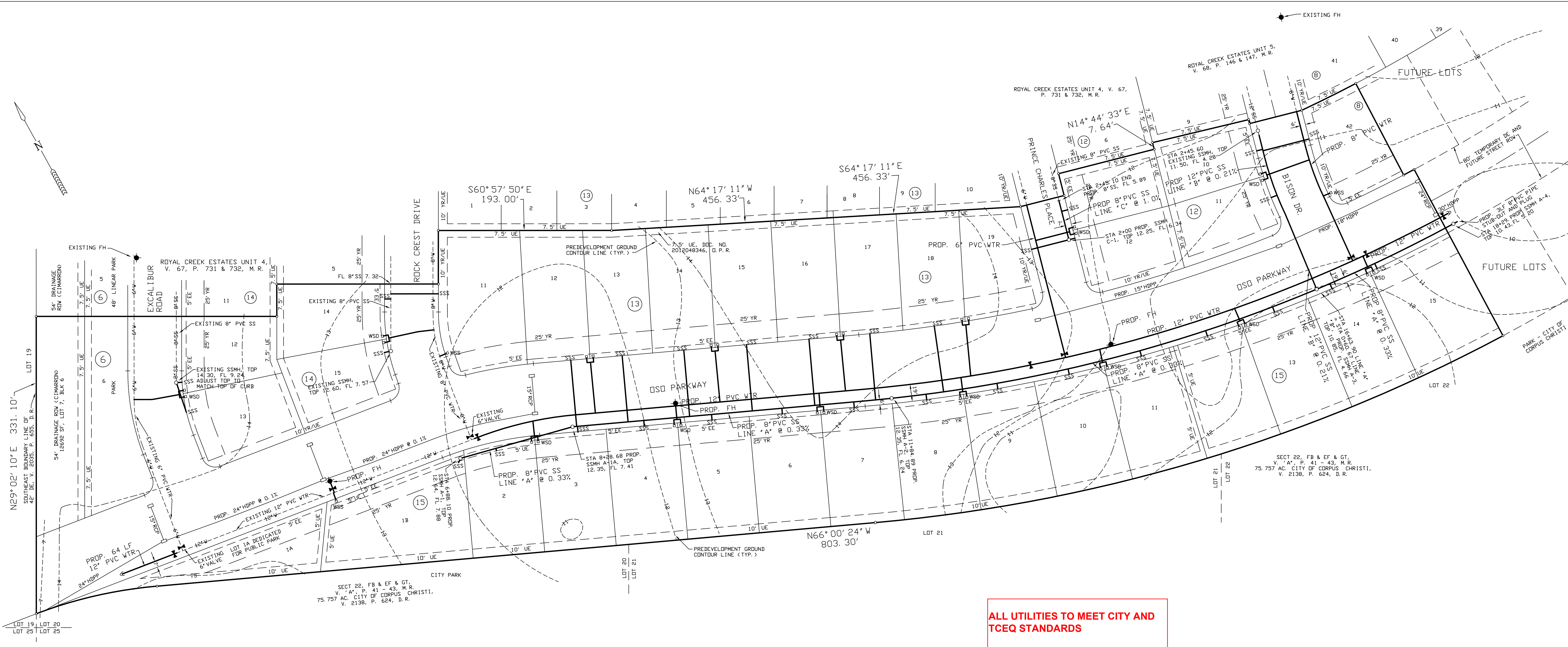
PUBLIC IMPROVEMENTS TO ROYAL CREEK ESTATES UNIT 7 CORPUS CHRISTI, NUECES CO., TX

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

OWN: N. WELSH, JR.	PLOT SCALE: 1" = 50'	COM. NO. PGD AS PGD
CHK: N. WELSH	SCALE (H): SAME	JOB NO. 140008
	SCALE (V): NONE	DATE PLOTTED 01/27/17
		SHEET 2 OF 6



SEE SHEET 6 FOR TYPICAL STREET SECTIONS

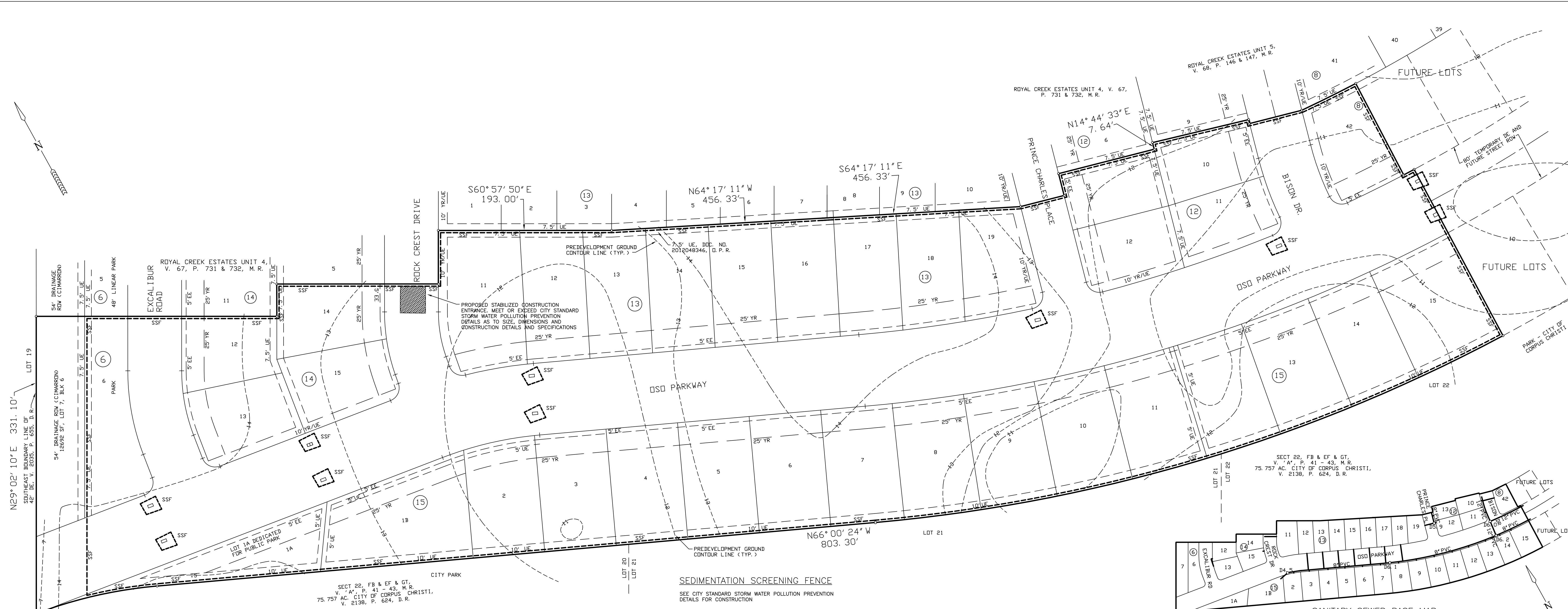


BASS & WELSH ENGINEERING
 TX SURVEY REG. NO. 100027-00, TX ENGINEERING REG. NO. F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO
 ROYAL CREEK ESTATES UNIT 7
 CORPUS CHRISTI, NUECES CO., TX

SANITARY SEWER AND WATER PLAN & PROFILE

DWN. N. WELSH, JR.	PLOT SCALE: 1" = 50'	COM. NO. PGD AS SSW
CHK. N. WELSH	SCALE (H): SAME	JOB NO. 14008
	SCALE (V): NONE	DATE PLOTTED 01/27/17
		SHEET 3 OF 6



STREET AND SURFACE ITEMS AT PARKS (FOR CITY REIMBURSEMENT)

ITEM	DESCRIPTION	QUANTITY	UNIT
1	6" CURB & GUTTER	459	LF
2	4" THICK CONCRETE WALK	2666	SF
3	4" HMAC	554	SY
4	2" HMAC	427	SY
5	11" CRUSHED LIMESTONE BASE TO 2'BC	659	SY
6	8" CRUSHED LIMESTONE BASE TO 2'BC	526	SY
7	8" LIME STABILIZED SUBGRADE TO 2'BC	1185	SY
8	STREET SIGN (50%)	0.5	EA
9	CLEARING & GRUBBING	1	LS
10	EXCAVATION	1	LS
11	END OF ROAD BARRICADE SIGNS (4 EA)	1	LS

STREET AND SURFACE ITEMS NOT AT PARKS (INCLUDES ALSO ALL OSO PARKWAY ITEMS)

ITEM	DESCRIPTION	QUANTITY	UNIT
1	6" CURB & GUTTER	3524	LF
2	4" THICK CONCRETE WALK	19685	SF
3	4" HMAC	5540	SY
4	2" HMAC	1918	SY
5	8" CRUSHED LIMESTONE BASE TO 2'BC	2387	SY
6	11" CRUSHED LIMESTONE BASE TO 2'BC	6531	SY
7	8" LIME STABILIZED SUBGRADE	8918	SY
8	STREET SIGNS	3	EA
9	CLEARING & GRUBBING	12.12	AC
10	EXCAVATION	1	LS
11	END OF ROAD BARRICADE SIGNS (4 EA)	1	LS

OVERSIZE OSO PARKWAY (FOR CITY REIMBURSEMENT)

ITEM	DESCRIPTION	QUANTITY	UNIT
1	4" THICK CONCRETE WALK	5174	SF
2	OVERTHICKNESS 2" HMAC TO 4" HMAC = 2" HMAC	5440	SY
3	OVERTHICKNESS 8" CRUSHED LIMESTONE BASE TO 11" CRUSHED LIMESTONE BASE = 3" CRUSHED LIMESTONE BASE	6650	SY

ESTIMATE SUMMARY

STORM SEWER ITEMS
NOTE: PAY FOR HDPP AS LF OF RCP OF SAME SIZE

ITEM	DESCRIPTION	QUANTITY	UNIT
1	15" RCP	396	LF
2	18" RCP	165	LF
3	21" RCP	242	LF
4	24" RCP	371	LF
5	30" RCP	20	LF
6	R/C RIPRAP STRUCTURE AT END OF PIPE AT DITCH	1	EA
7	5" INLET	8	EA
8	6" INLET	2	EA
9	CHANNEL EXCAVATION	1	LS

SANITARY SEWER ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" PVC PIPE	186	LF
2	8" PVC PIPE	1190	LF
3	4" OR 6" PVC SERVICE	33	EA
4	FIBERGLASS MANHOLE	6	EA
5	ADJUST TOP OF EXISTING SSMH	1	EA

12" WATER GRID MAIN ITEMS REIMBURSABLE BY CITY

ITEM	DESCRIPTION	QUANTITY	UNIT
1	12" PVC PIPE	1187	LF
2	12" TEE	5	EA
3	12" CAP TAPPED FOR 2"	2	EA
4	12" GATE VALVE WITH BOX	4	EA
5	6" PVC PIPE	14	LF
6	FIRE HYDRANT ASSEMBLY	3	EA
7	6" GATE VALVE WITH BOX	3	EA
8	6" 90° ELBOW	2	EA
9	6" DIA X 30" PVC PIPE NIPPLE	6	EA

WATER ITEMS (NON-GRID MAIN)

ITEM	DESCRIPTION	QUANTITY	UNIT
1	8" PVC PIPE	178	LF
2	8" GATE VALVE WITH BOX	1	EA
3	6" PVC PIPE	175	LF
4	6" GATE VALVE WITH BOX	1	EA
5	WATER SERVICE DOUBLE	15	EA
6	WATER SERVICE SINGLE	3	EA
7	ADJUST EXISTING 8" WTR PIPE TO CLEAR PROPOSED STORM SEWER PIPE	1	LS

MISCELLANEOUS ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION)	1	LS
2	TRENCH SAFETY FOR EXCAVATIONS (SANITARY SEWER AND STORM SEWER PIPES OF ALL SIZES)	3525	LF
3	4" PVC CONDUIT FOR AEP	350	LF
4	STORM WATER POLLUTION PREVENTION	1	LS

SEDIMENTATION SCREENING FENCE

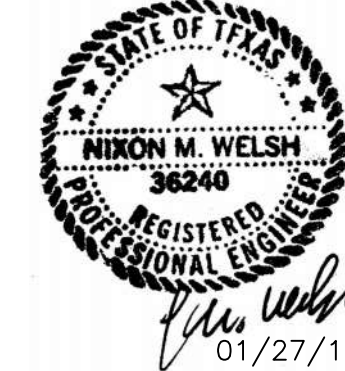
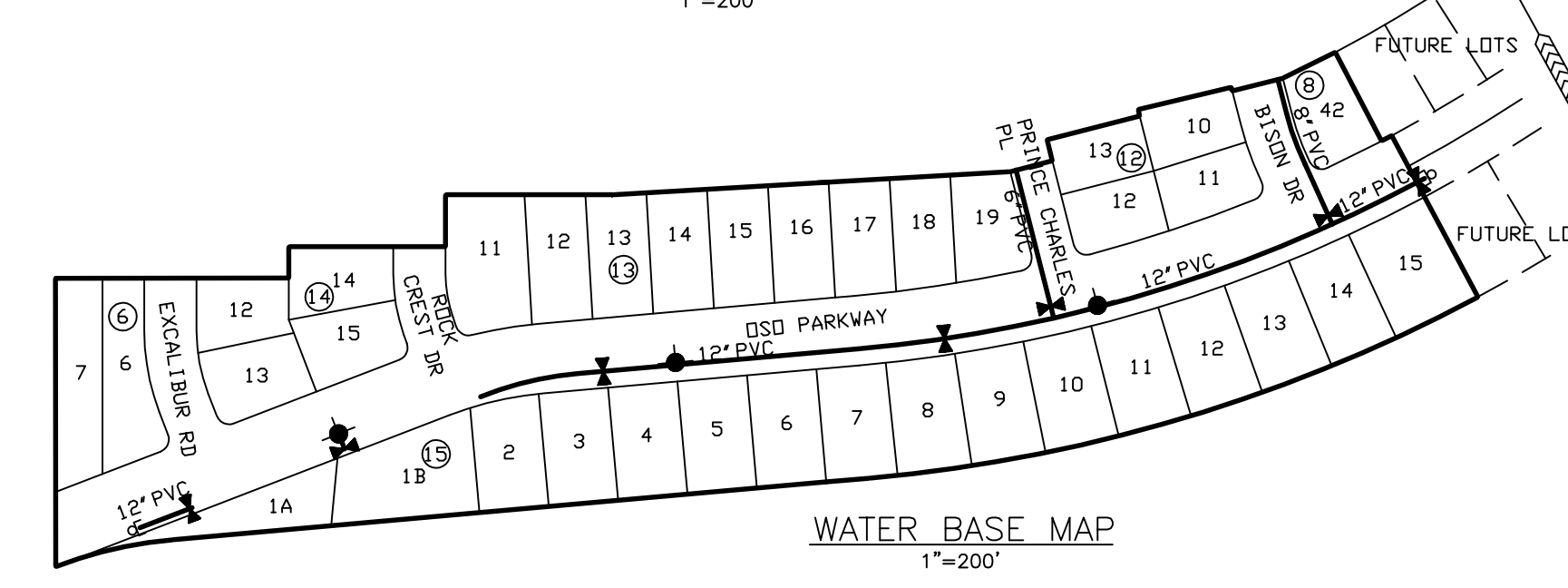
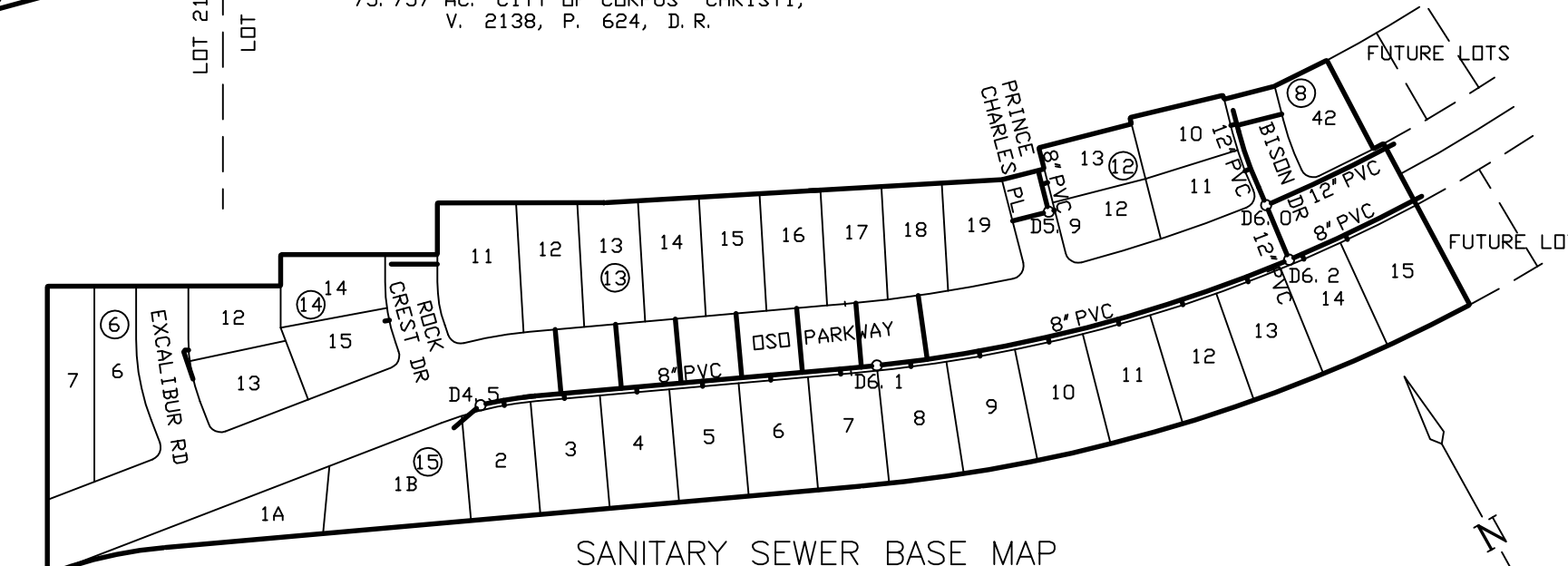
SEE CITY STANDARD STORM WATER POLLUTION PREVENTION DETAILS FOR CONSTRUCTION

POLLUTION PREVENTION NOTES

- CONSTRUCTION ENTRANCE - CONSTRUCT A PROPOSED 20' X 30' CONSTRUCTION ENTRANCE CONSISTING OF AN AREA SURFACED WITH CRUSH STONE OR GRAVEL OF SIZE 2" TO 4". THE GRAVEL OR CRUSHED STONE SHALL BE PLACED IN A MINIMUM 6" THICK LAYER AND SHALL OVERLAY A LAYER OF FILTER CLOTH MEETING THE SAME REQUIREMENTS AS FOR SILT FENCE. CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION ENTRANCE IN GOOD CONDITION THROUGHOUT THE DURATION OF THE PROJECT AND SHALL REMOVE MUD OR OTHER DEBRIS FROM THE CONSTRUCTION ENTRANCE PERIODICALLY DURING THE PROJECT.
- CONSTRUCTION EQUIPMENT TRACKING - CONTRACTORS SHALL ENSURE THAT NO MUD OR ANY OTHER DEBRIS BE TRACKED ONTO ANY PAVED STREETS IN THE AREA OF THIS PROJECT. SHOULD ANY MUD OR OTHER DEBRIS BE TRACKED ONTO PAVED STREETS, CONTRACTOR SHALL IMMEDIATELY CLEANUP SAME AT HIS OWN EXPENSE.
- SILT SCREENS - CONSTRUCT SILT SCREENS AT LOCATIONS AS SHOWN IN THE PLANS. ALL SILT SCREENS SHALL MEET THE REQUIREMENTS OF CITY STANDARD SPECIFICATION 02420 "SILT FENCE". THE SILT FENCES SHALL BE INSPECTED THROUGHOUT THE CONSTRUCTION PERIOD ON A WEEKLY BASIS AND SHALL BE REPAIRED/REPLACED AS NECESSARY.
- SOLID WASTE DISPOSAL - ALL TRASH AND DEBRIS WILL BE HAULED TO AN APPROVED LANDFILL. NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON-SITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES SHALL BE POSTED AT THE JOB SITE.
- HAZARDOUS WASTE - NO HAZARDOUS WASTE IS EXPECTED TO BE GENERATED OR ENCOUNTERED IN THIS PROJECT. IN THE EVENT THAT HAZARDOUS WASTE IS ENCOUNTERED, ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS OR BY THE MANUFACTURER.
- SPILL PREVENTION - THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF. AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THIS JOB. ALL MATERIALS STORED ON-SITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE. PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL. SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER. WHENEVER POSSIBLE, ALL OF THE PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER. MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED. THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ON-SITE. FUELING OF CONSTRUCTION VEHICLES SHALL BE MADE A MINIMUM OF 200' AWAY FROM ANY DRAINAGE INLET OR SWALE.
- PAY FOR SILT SCREEN FENCES, STABILIZED CONSTRUCTION ENTRANCE AND ALL POLLUTION PREVENTION MEASURES OF ALL TYPES IN UNIT PRICE OF "STORM WATER POLLUTION PREVENTION".
- CONTRACTOR SHALL ENSURE DUST ON THE SITE IS CONTROLLED (NOT ALLOWED TO BLOW TO ADJACENT PROPERTY) BY DAMPENING DURING CONSTRUCTION.
- CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT ANYWHERE ON THE PROJECT SITE UNLESS THE SURPLUS CONCRETE OR DRUM WASH WATER IN CONCRETE TRUCKS IS DISCHARGED AT A FACILITY ON THE CONSTRUCTION SITE THAT WILL RETAIN ALL CONCRETE WASH WATERS OR LEACHATES, INCLUDING ANY WASH WATERS OR LEACHATES MIXED WITH STORM WATER. CONCRETE WASH WATERS AND LEACHATES MAY NOT BE ALLOWED TO ENTER THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, CITY STREETS, THE WATERS OF THE UNITED STATES, OR GROUND WATERS.
- NON-CONCRETE TRUCK VEHICLES SHALL BE WASHED AT THE STABILIZED CONSTRUCTION ENTRANCE IN A MANNER TO REMOVE ALL MUD AND DEBRIS FROM THE TIRES.
- THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) GENERAL PERMIT REQUIRES STABILIZATION MEASURES TO BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. CONSTRUCTION TEMPORARILY CEASED - "IMMEDIATELY" MEANS AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE NEXT WORK DAY, EXCEPT WHERE TEMPORARY STABILIZATION IS INFEASIBLE, BUT TEMPORARY PERMETER CONTROLS ARE UTILIZED INSTEAD; THE OPERATOR MUST DOCUMENT WHY STABILIZATION IS INFEASIBLE AND DEMONSTRATE THAT PERIMETERS CONTROLS WILL RETAIN SEDIMENT ON-SITE. CONSTRUCTION PERMANENTLY CEASED - "IMMEDIATELY" MEANS AS SOON AS PRACTICABLE, BUT NO MORE THAN 14 DAYS AFTER INITIATION, EXCEPT WHERE THE INITIATION OF PERMANENT STABILIZATION MEASURES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.

CCR 015700 TEMPORARY CONTROLS

ALL STORM WATER POLLUTION WORK SHALL BE DONE IN ACCORDANCE WITH CCR 015700 "TEMPORARY CONTROLS". THIS SPECIFICATION SHALL BE OBTAINED BY CONTRACTOR FROM THE CITY ENGINEERING SERVICES DEPARTMENT OR ON LINE AT THE CITY'S WEB SITE, ENGINEERING SERVICES DEPARTMENT, PROCESS, STANDARDS AND CONTRACTS, FRONT END CONSTRUCTION CONTRACT DOCUMENTS, DIVISION 01.



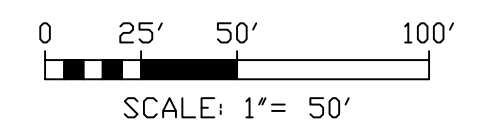
BASS & WELSH ENGINEERING
TX SURVEY REG. NO 10027-00, TX ENGINEERING REG. NO. F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404

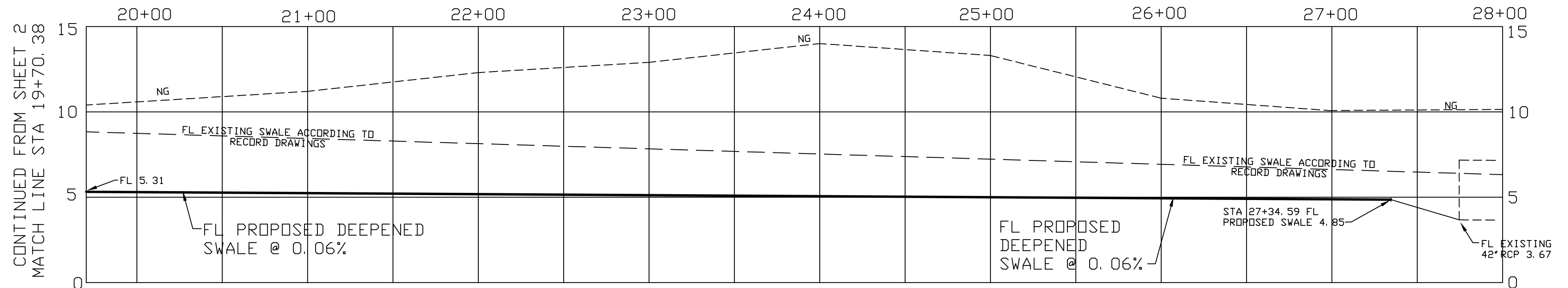
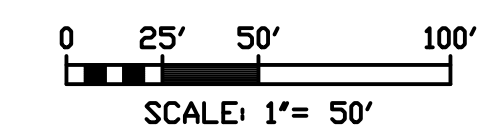
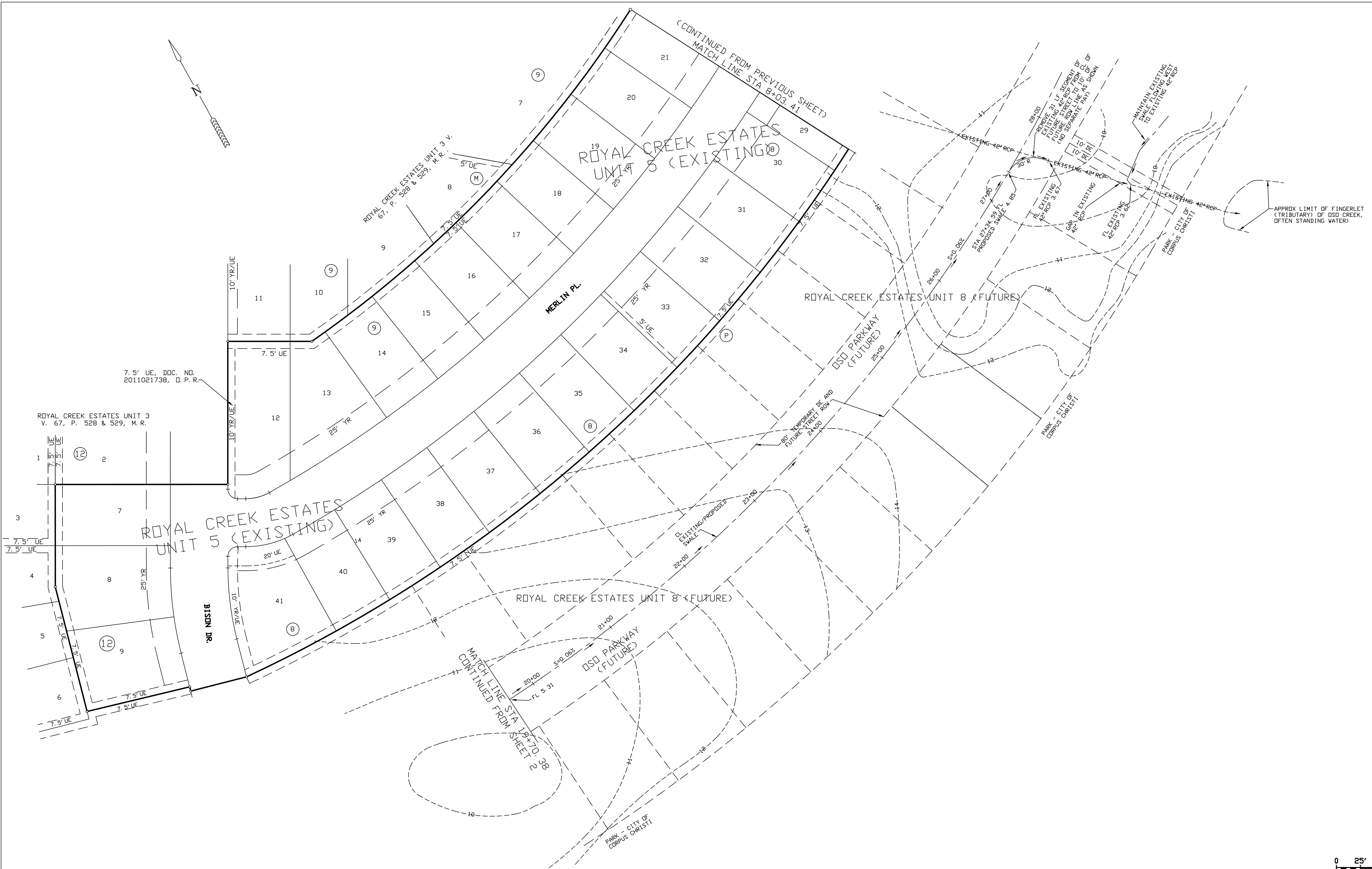
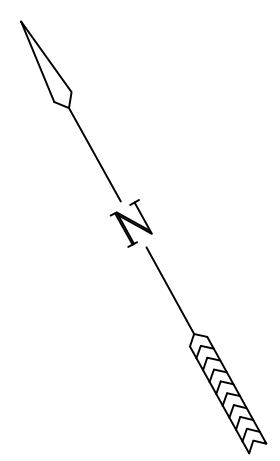
PUBLIC IMPROVEMENTS TO
ROYAL CREEK ESTATES UNIT 7
CORPUS CHRISTI, NUECES CO., TX

STORM WATER POLLUTION PREVENTION PLAN,
ESTIMATE SUMMARY AND BASE MAPS

DWN. N. WELSH, JR. PLOT SCALE: 1" = 50'
SCALE (H): SAME SCALE (V): NONE
DATE PLOTTED 01/27/17

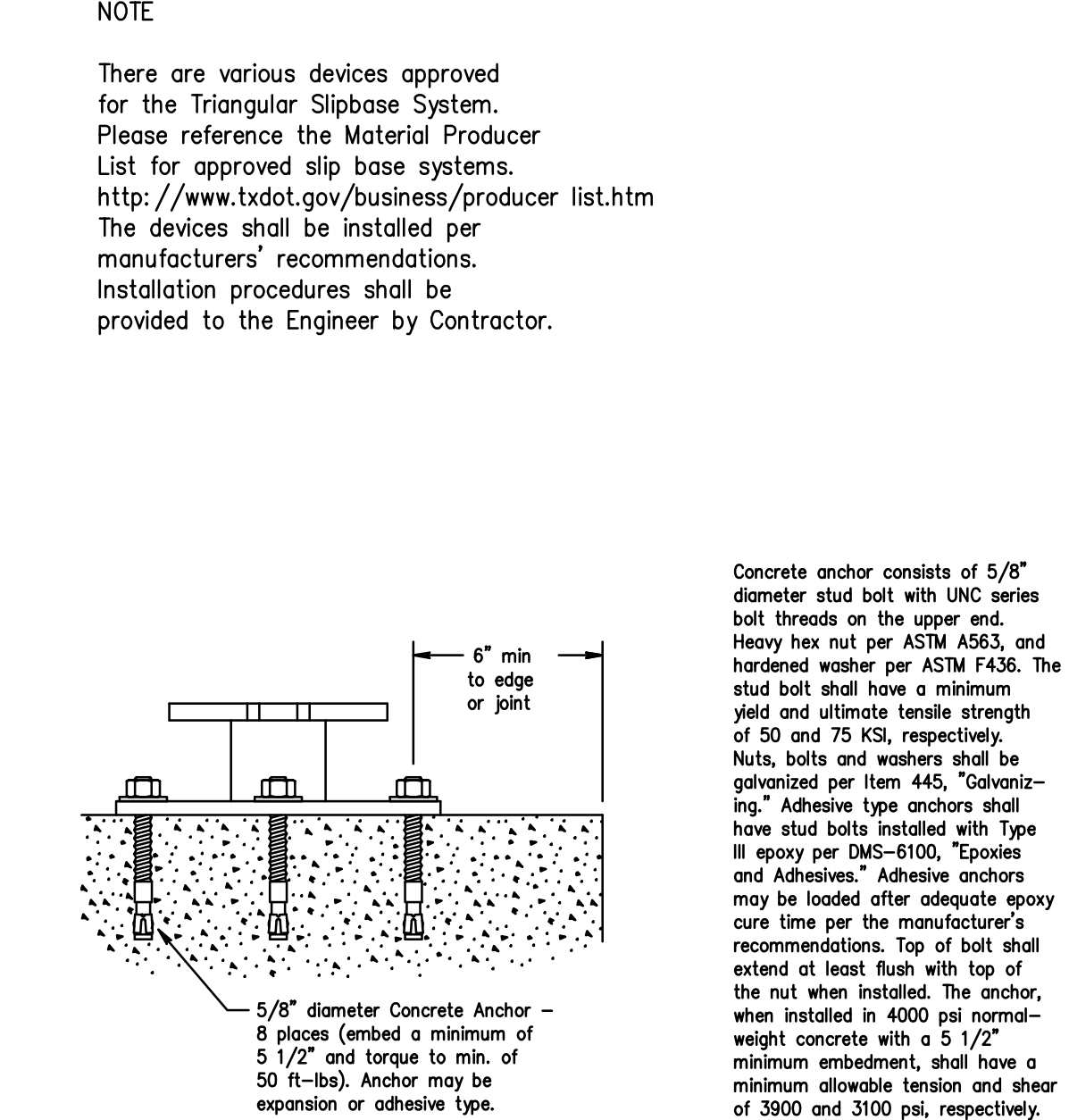
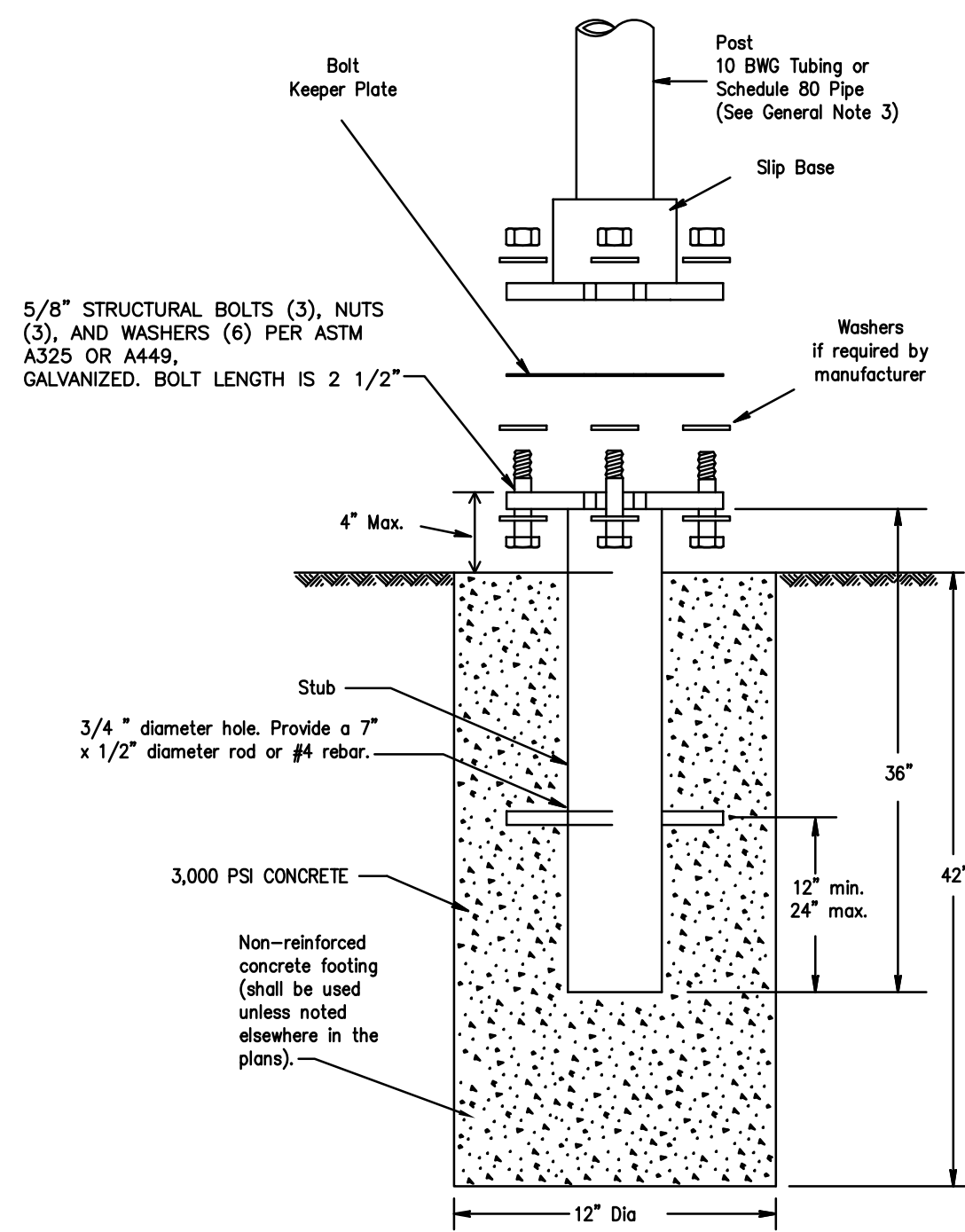
COM. NO. PGD AS SWPPP
JOB NO. 14008
SHEET 4 OF 6





OFFSITE DITCH PROFILE

BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404		
PUBLIC IMPROVEMENTS TO ROYAL CREEK ESTATES UNIT 7 CORPUS CHRISTI, NUECES CO., TX		
OFFSITE STORM SEWER PLAN AND PROFILE		
DWN. N. WELSH JR.	PLOT SCALE: 1" = 50'	COM. NO. QS-STO
CHK. N. WELSH	SCALE (H): SAME	JOB NO. 14006
	SCALE (V): NONE	SHEET 5 OF 6
	DATE PLOTTED 01/23/17	



TRIANGULAR SLIPBASE INSTALLATION REQUIREMENTS

GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer, method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
- Material used on post with this system shall conform to the following specifications:
 10 BWG Tubing (2.875" outside diameter)
 0.134" nominal wall thickness
 Seamless or electric-resistance welded steel tubing or pipe
 Steel shall be HSLA Gr 55 per ASTM A1011 or ASTM A1008
 Other steels may be used if they meet the following:
 55,000 PSI minimum yield strength
 70,000 PSI minimum tensile strength
 20% minimum elongation in 2"
 Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
 Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
 Galvanization per ASTM A123 or ASTM A653 G20. For pre-coated steel tubing (ASTM A653), recast tube outside diameter weld seam by metalizing with zinc wire per ASTM B833.
 Schedule 80 Pipe (2.875" outside diameter)
 0.278" nominal wall thickness
 Steel tubing per ASTM A500 Gr C
 Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
 46,000 PSI minimum yield strength
 62,000 PSI minimum tensile strength
 21% minimum elongation in 2"
 Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
 Galvanization per ASTM A123

ASSEMBLY PROCEDURE

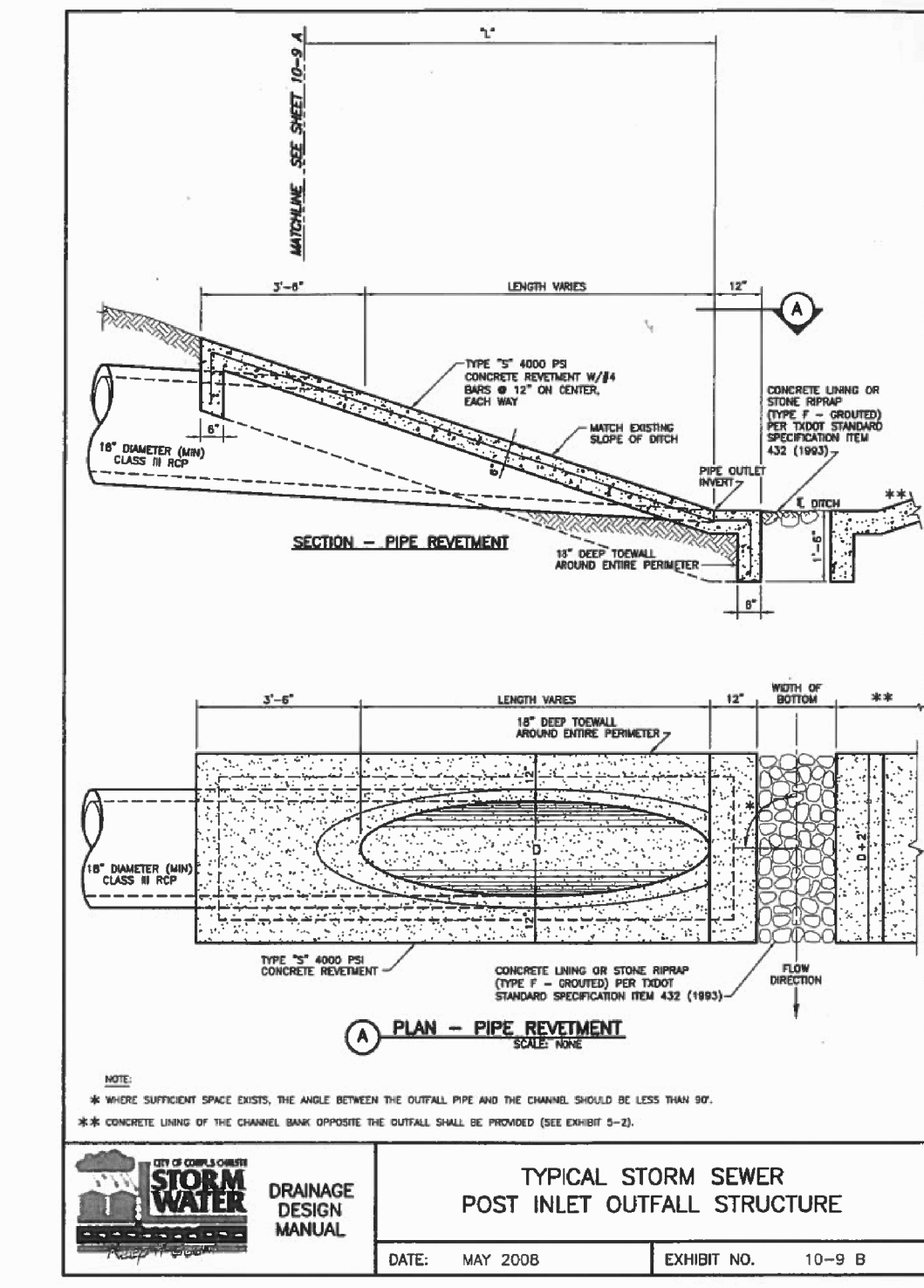
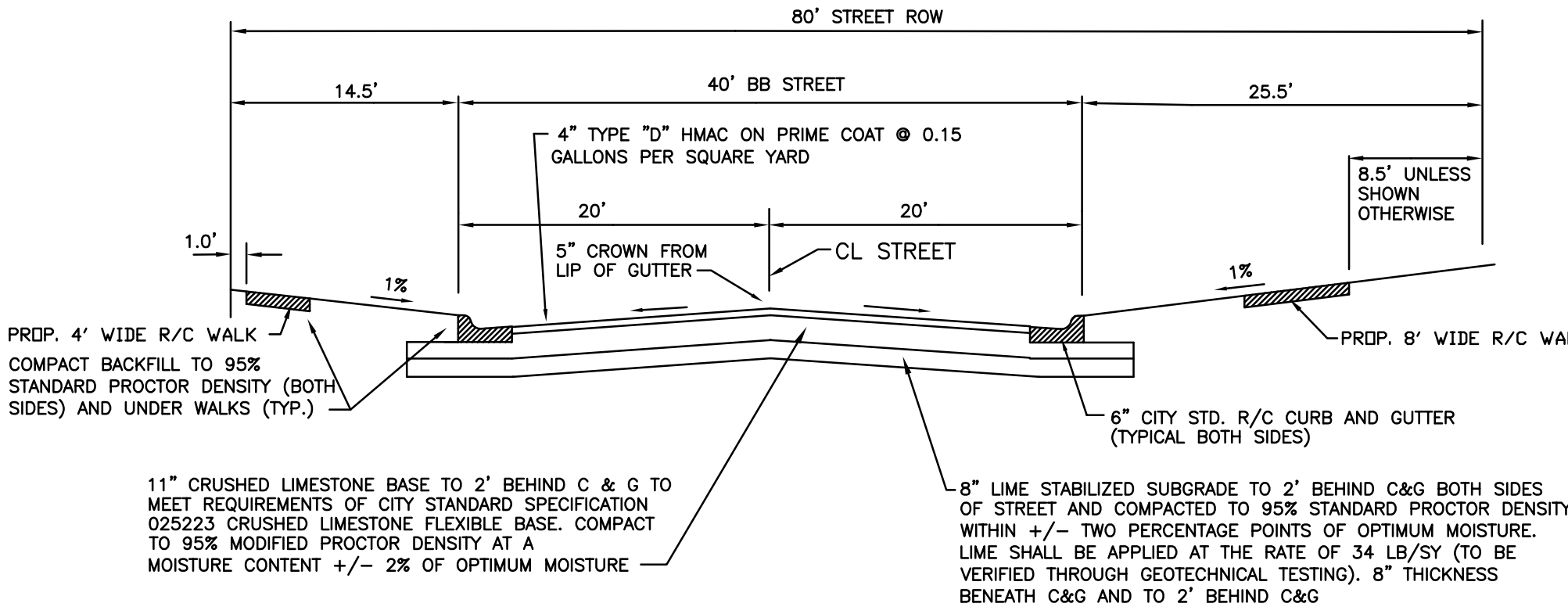
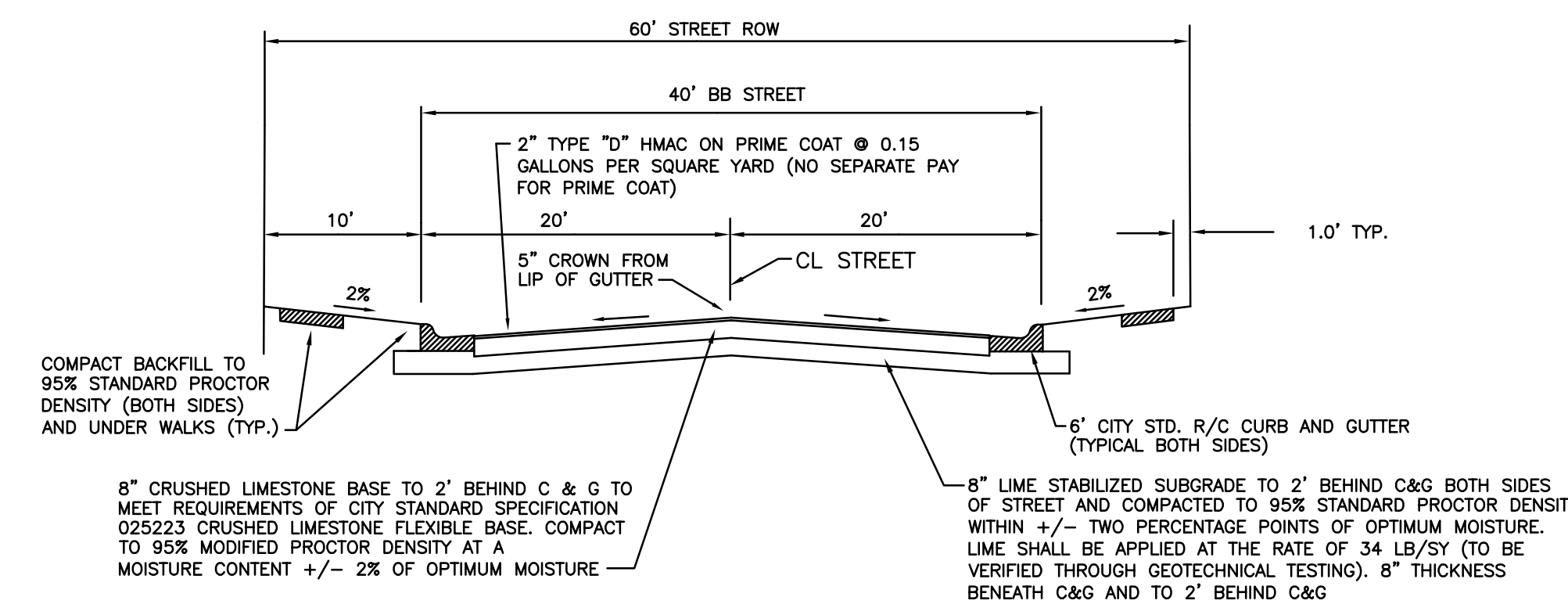
- See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

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 batches of concrete less than 2 cubic yards to be mixed 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.
- Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
- Flump the stub. Allow 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.

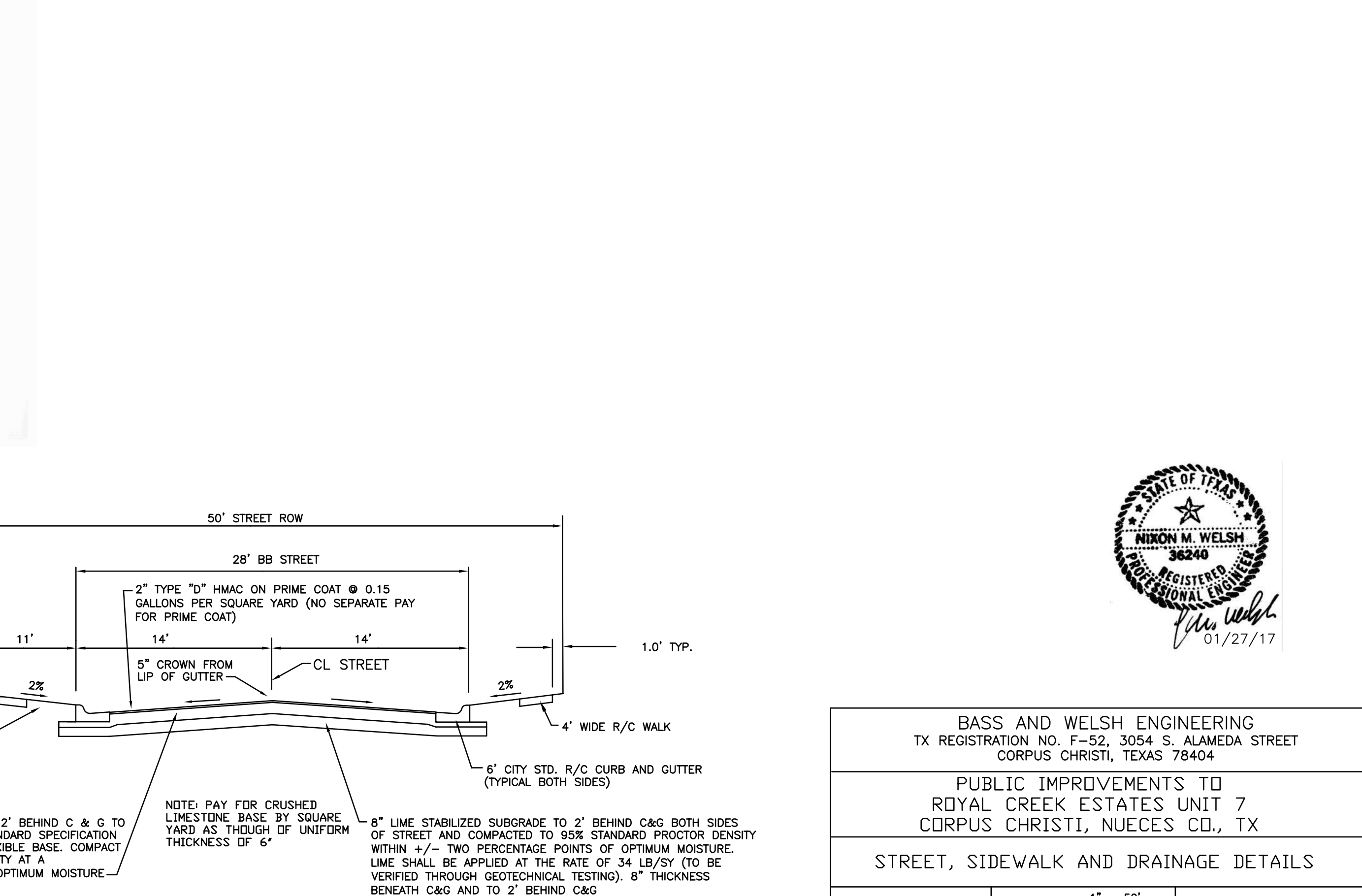
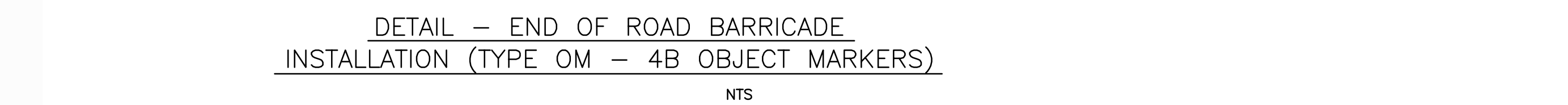
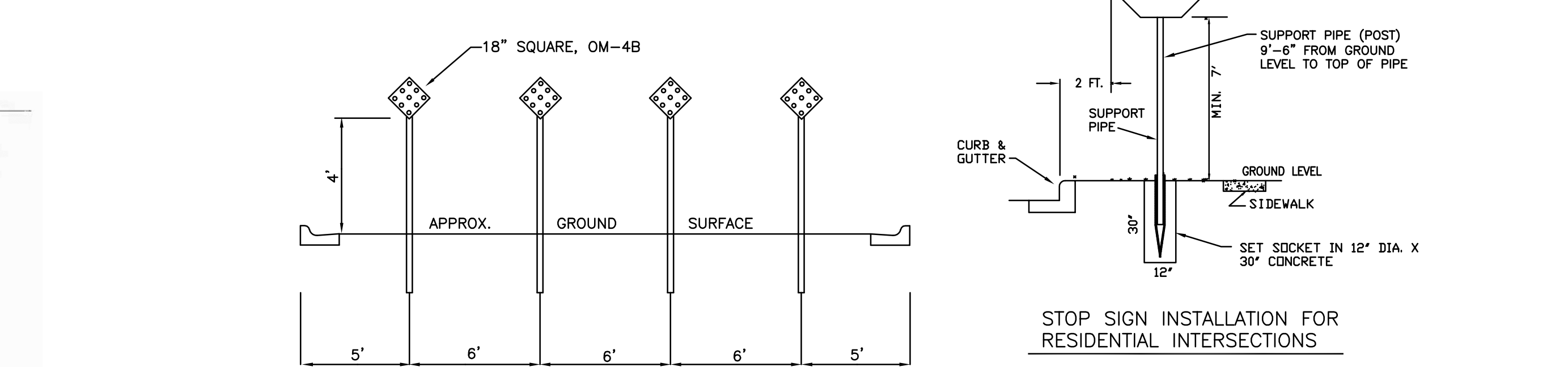
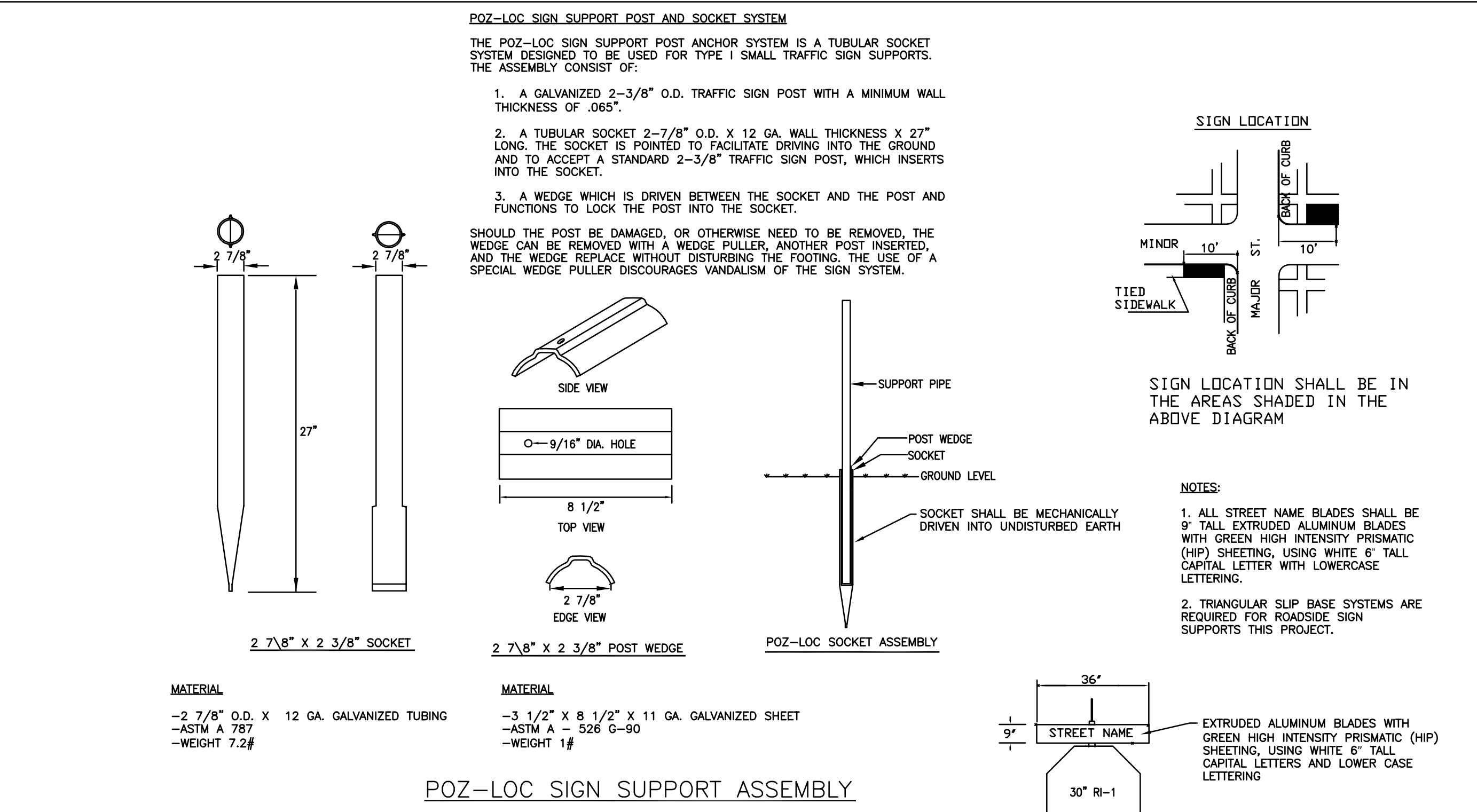
SUPPORT

- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
- Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLP-2) for clearances based on sign types.



END-OF-PIPE RIPRAP DETAIL
USE ABOVE DETAIL FOR PIPE ENTERING DITCH AT SOUTHWEST CORNER OF SITE

TENSAR GEO GRID
TENSAR GEOGRID TX-5 (OR PRE-APPROVED EQUAL) MAY BE USED IN LIEU OF 8" LIME STABILIZED SUBGRADE. PLACE GEO GRID TO 2' BC AND CONSTRUCT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. CRUSHED LIMESTONE BASE SHALL OVERLAY GEO GRID. GEO GRID MAY BE SUBSTITUTED FOR (USED IN LIEU OF) 8" LIME STABILIZED SUBGRADE FOR ALL STREET SECTIONS (NO SEPARATE PAY). CONSTRUCT IN ACCORDANCE WITH CITY STANDARD SPECIFICATION 022040 AND THE MANUFACTURER'S RECOMMENDATIONS. IF GEOGRID IS USED PROVIDE 6" (MINIMUM) THICKNESS COMPACTED CRUSHED LIMESTONE BASE IMMEDIATELY ABOVE THE GEOGRID.



BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404			
PUBLIC IMPROVEMENTS TO ROYAL CREEK ESTATES UNIT 7 CORPUS CHRISTI, NUECES CO., TX			
STREET, SIDEWALK AND DRAINAGE DETAILS			
DWN. _____	PLOT SCALE: 1" = 50'	COM. NO. STR-DET	
CHK. N. WELSH	SCALE (H): AS SHOWN	JOB NO. 14006	
	SCALE (V): AS SHOWN	SHEET 6 OF 8	
	DATE PLOTTED 01/27/17		

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

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

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

ROYAL CREEK ESTATES UNIT 7
STREET PARTICIPATION REIMBURSEMENT ESTIMATE
07/19/17

OVERSIZE OSO PARKWAY (FOR CITY REIMBURSEMENT)		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" THICK CONCRETE WALK	6013	SF	4.50	\$27,058.50
2	OVERTHICKNESS 2" HMAC TO 4" HMAC = 2" HMAC	6279	SY	17.50	109,882.50
3	OVERTHICKNESS 8" CRUSHED LIMESTONE BASE TO 11" CRUSHED LIMESTONE BASE = 3" CRUSHED LIMESTONE BASE	7676	SY	6.50	49,894.00
					\$186,835.00
SUBTOTAL					\$186,835.00
11% SURVEYING, ENGINEERING & TESTING					<u>\$20,551.85</u>
TOTAL AMOUNT REIMBURSABLE					\$207,386.85

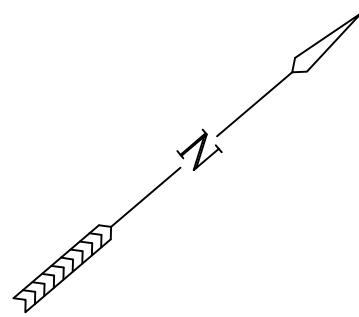
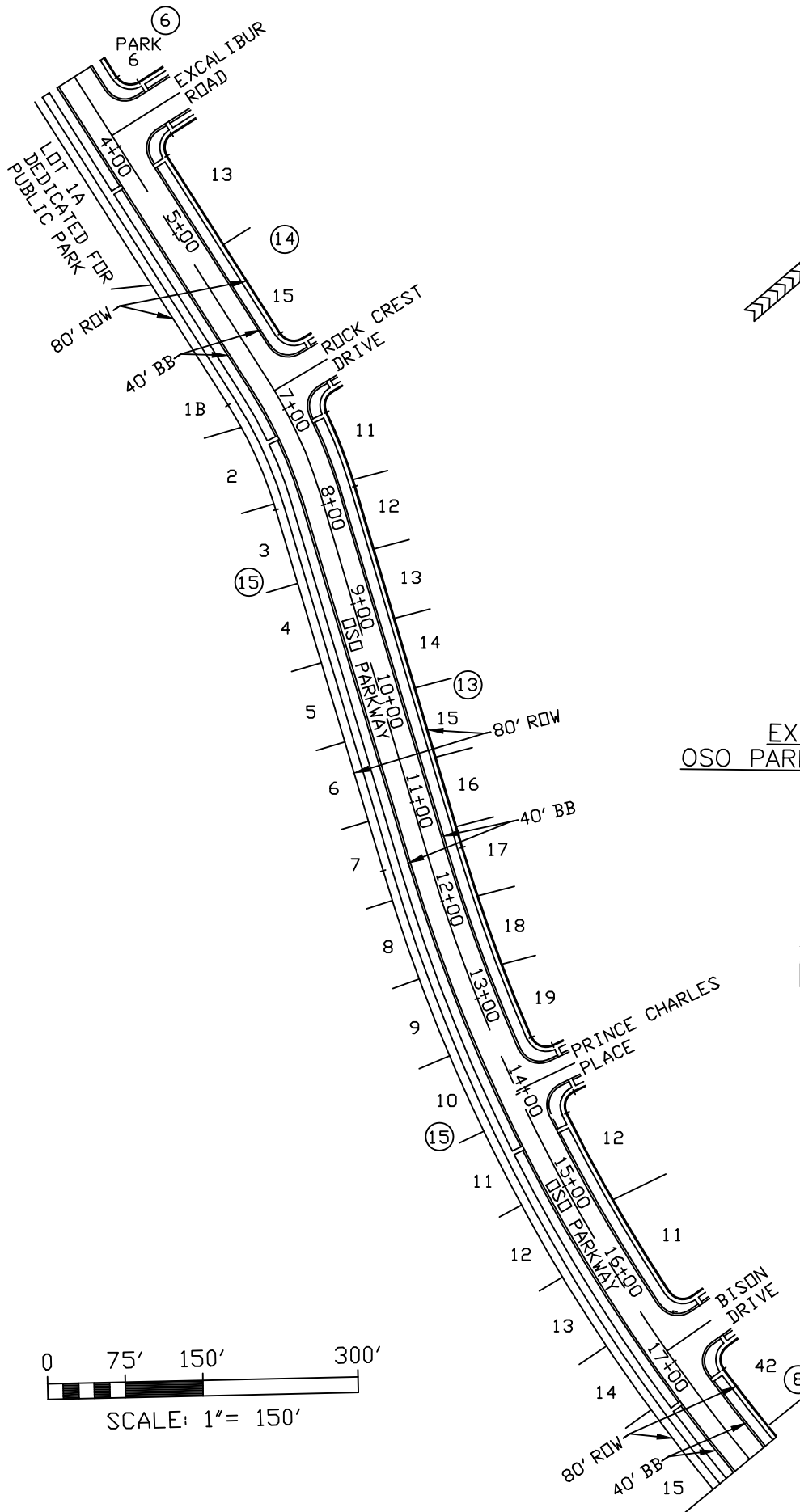
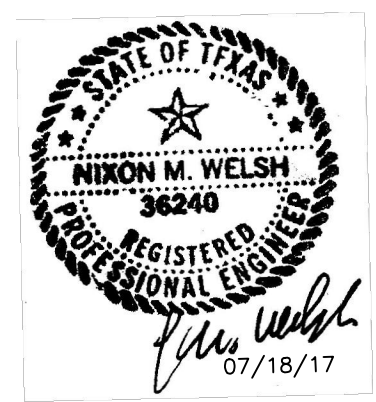
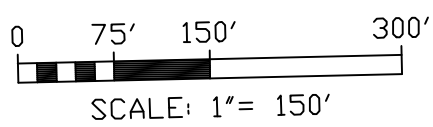
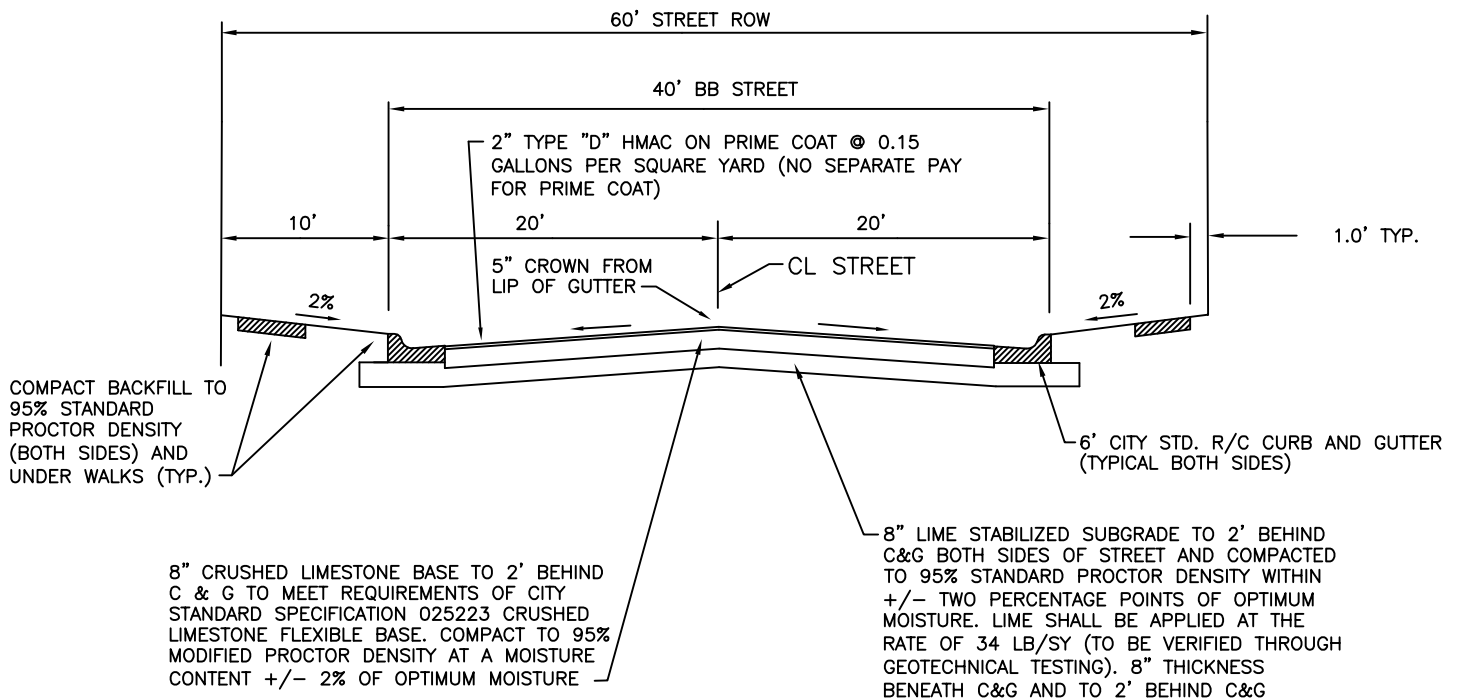


EXHIBIT SHOWING
 OSO PARKWAY IMPROVEMENTS
 1"=150'



BASS AND WELSH ENGINEERING
 CORPUS CHRISTI, TX
 SURVEY REG. NO. 100027-00,
 TX ENGINEERING REG. NO. F-52,
 FILE: EXB-STR, JOB NO. 14006
 SCALE: 1" = 150'
 PLOT SCALE: SAME, PLOT DATE:
 07/18/17, SHEET 1 OF 1



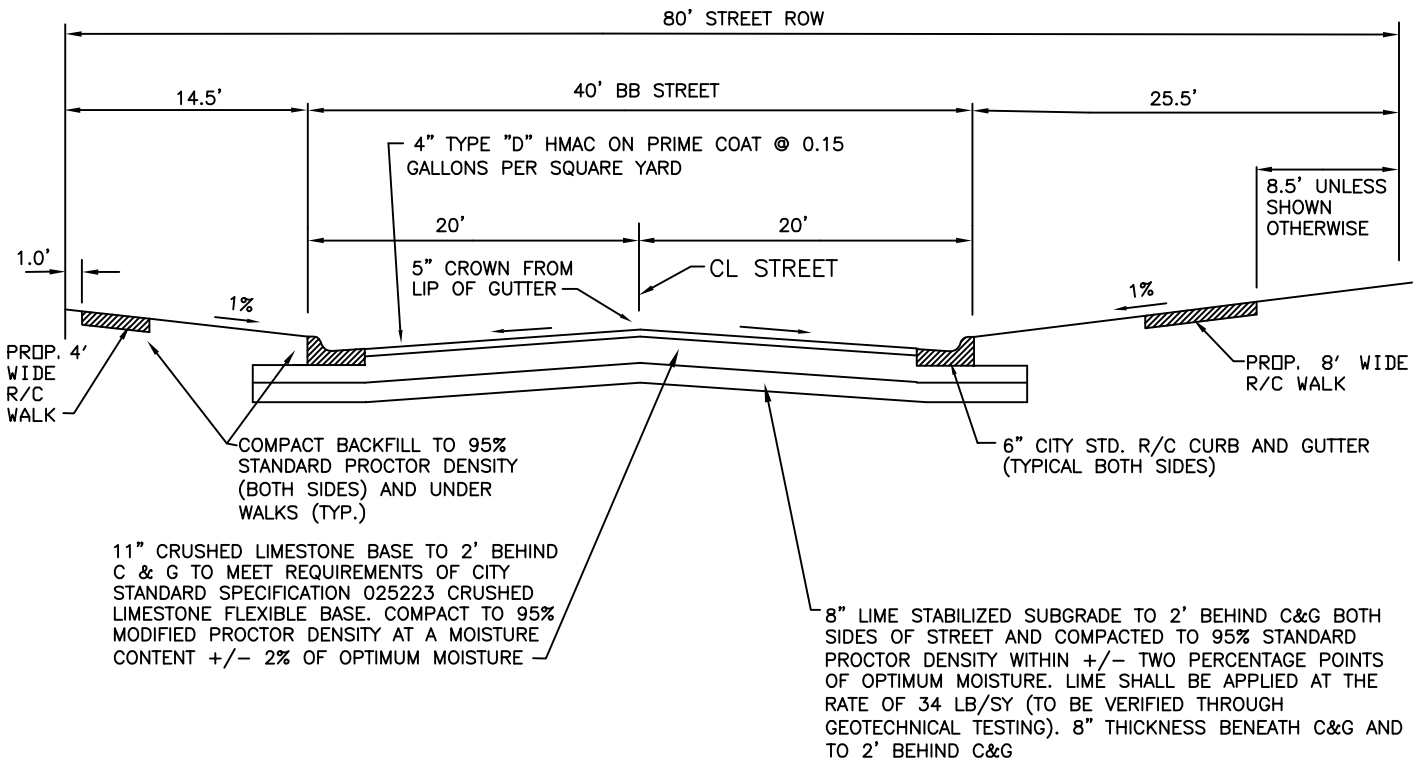
TYPICAL STREET SECTION – 60' ROW

NTS

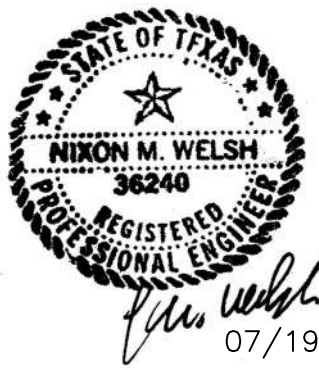


Nixon M. Welsh
07/19/17

BASS AND WELSH ENGINEERING
CORPUS CHRISTI, TX
SURVEY REG. NO. 100027-00,
TX ENGINEERING REG. NO. F-52,
FILE: EXB-STR SECT 60'ROW,
JOB NO. 14006, SCALE: NONE,
PLOT SCALE: 1'=60', PLOT DATE:
07/19/17, SHEET 1 OF 1



TYPICAL STREET SECTION – OSO PKWY
NTS



BASS AND WELSH ENGINEERING
CORPUS CHRISTI, TX
SURVEY REG. NO. 100027-00,
TX ENGINEERING REG. NO. F-52,
FILE: EXB-STR SECT 0-PKWY,
JOB NO. 14006, SCALE: NONE,
PLOT SCALE: 1"=60', PLOT DATE:
07/19/17, SHEET 1 OF 1

INSURANCE REQUIREMENTS

I. CONTRACTOR’S LIABILITY INSURANCE

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

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

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

II. ADDITIONAL REQUIREMENTS

- A. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4555- Fax #

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

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations and completed operations and activities under this agreement.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

ASSUMPTION WARRANTY DEED

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

Date: August 23, 2004

Grantor: MOSSA MOSTAGHASI d/b/a MPM Homes

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

Grantee: MPM DEVELOPMENT, L.P.

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

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

Property:

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

TRACT ONE (1):

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

TRACT TWO (2):

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

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

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

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

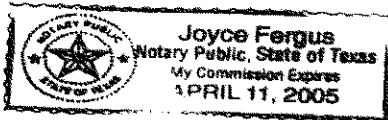
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs,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

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


MOSSA MOSTAGHASI
d/b/a MPM Homes

THE STATE OF TEXAS §
COUNTY OF NUECES §

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



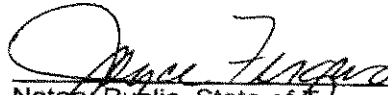

Notary Public, State of Texas

EXHIBIT "A"

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

TRACT ONE (1):

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

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

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

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

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

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

portion of City of Corpus Christi tract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT TWO (2):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Doc# 2004044346
Pages 8
08/26/2004 08:33:59 AM
Filed & Recorded in
Official Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees \$27.00

STATE OF TEXAS
COUNTY OF NUECES

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



Diana T. Barrera
COUNTY CLERK
NUECES COUNTY, TEXAS

Any provision herein which restricts the title, transfer or use
of the described REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status or National Origin, is
void and unenforceable under FEDERAL LAW, 7342/89



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

DISCLOSURE OF INTERESTS

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

NAME: MPM Development, LP
STREET: PO Box 331308 **CITY:** Corpus Christi **ZIP:** 78463
FIRM IS: Corporation Partnership Sole Owner Association Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Job Title and City Department (if known)
<u>NA</u>	<u>NA</u>
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Title
<u>NA</u>	<u>NA</u>
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Board, Commission, or Committee
<u>NA</u>	<u>NA</u>
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

Name	Consultant
<u>NA</u>	<u>NA</u>
_____	_____

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Moses Mostaghasi **Title:** General Partner
 (Print)

Signature of Certifying Person:  **Date:** 7/19/17

DEFINITIONS

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