

**PARK IMPROVEMENT AGREEMENT
PER UDC 8.3.8**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This PARK IMPROVEMENT AGREEMENT ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, and Braselton Development Company, Ltd, a Texas Limited Partnership ("Developer").

WHEREAS, the Developer is developing London Towne Subdivision and intends to construct parks within the boundary of the London Towne Subdivision (**Exhibit 1**);

WHEREAS, the Developer is proposing to construct park improvements in lieu of the community enrichment & park development fees described in Subsection 8.3.6 & 8.3.7 set forth in **Exhibits 2 & 3**, in the London Towne Subdivision;

WHEREAS, it is in the best interests of the City to have the park improvements installed by the Developer in conjunction with the Developer's final Plat; and

WHEREAS, this Agreement is made pursuant to Article 8, Section 8.3.8, of the Unified Development Code of the City of Corpus Christi (UDC).

NOW, THEREFORE, in order to provide construction of park improvements, the City and the Developer agree as follows:

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

Section 2. TERM. The term of this Agreement (the "Term") is 30 years from the date of the last signatory to this Agreement.

Section 3. PARK IMPROVEMENTS IN LIEU OF FEES.

(a) Pursuant to this Agreement, the Developer will be granted Park Development Fee Credits up to an amount not to exceed \$443,100 for the reasonable, actual cost of the construction of park improvements within the London Towne Subdivision, as shown in **Exhibits 2 & 3** in accordance with the plans and specifications approved in advance of construction by the Director of Parks and Recreation on behalf of the City. Park Development Fee Credits are only applicable to the London Towne Subdivision, as shown in **Exhibit 1**.

(b) Subject to the terms of this Agreement, the Developer has dedicated land valued at \$50,700, as shown in **Exhibit 2**, and will construct the park improvements or

equivalent within the London Towne Subdivision, as shown in **Exhibits 2 & 3**, in accordance with the plans and specifications approved in advance of construction by the Director of Parks and Recreation.

- (c) The Developer shall construct the park improvements in lieu of paying the community enrichment and park development fees as described in Subsection 8.3.6 & 8.3.7 of the UDC within 24 months of executing this Agreement.
- (d) The Developer has been advanced credits in the amount \$181,350 for London Towne Subdivision, Units 1, 2, 3, 4, 5, 6 & 7. In addition, upon receipt by the Development Services Department of a letter of completion of the park improvements described in **Exhibit 3** and invoices for the park improvements, the Developer shall receive credits for invoices in excess of the advanced credits, less park naming right credits of \$15,000, in the amount up to \$246,750 in park development fees in accordance with Subsection 8.3.8 of the UDC for future plats within the approved London Towne Preliminary Plat, as shown in **Exhibit 1**, for future park development fees.
- (e) Park fees and credits per subsection (d) are calculated as follows:

Park Credits		
Cost of Park Improvements - Credits	\$	443,100.0
Land Dedication - 1.6 acres	\$	50,700.0
Unit 1 Fees	\$	(46,500.0)
Unit 2 Fees	\$	(32,000.0)
Unit 3 Fees	\$	(18,000.0)
Unit 4 Fees	\$	(53,187.5)
Unit 5 Fees	\$	(26,400.0)
Unit 6 Fees	\$	(28,212.5)
Unit 7 Fees	\$	(27,750.0)
Park Naming Rights	\$	(15,000.0)
Remaining Credits for remainder of London Towne	\$	246,750.0

Cost-supporting documentation to be submitted shall include contractor and professional services invoices detailing work performed.

Section 4. PERFORMANCE AND PLAT RECORDATION. The parties agree that the parks shall be constructed prior to the granting of credits in the amount not to exceed \$443,100. In lieu of final completion, a financial guarantee may be provided for the park improvement in accordance with Subsections 8.3.8 & 8.1.10 UDC.

Section 5. INSPECTIONS. Throughout construction, the City may conduct periodic inspections and either approve the progress of the Project or promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Project. Prior to construction, Developer and Director of Parks and Recreation will agree to an inspection schedule in writing.

Section 6. INDEMNIFICATION

PRIOR TO THE TRANSFER OF THE PARK TO THE CITY AS CONTEMPLATED BY THIS AGREEMENT, DEVELOPER SHALL FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ALL SUITS, CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, EXPENSES, LIABILITY, DAMAGES AND JUDGMENTS RECOVERED FROM OR ASSERTED AGAINST CITY FOR ANY AND ALL PROPERTY DAMAGE OR INJURIES SUSTAINED BY ANY PERSON, INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION, PERSONAL INJURY OR DEATH, PROXIMATELY CAUSED BY DEVELOPER'S NEGLIGENCE ARISING FROM OR RELATED TO THE CONSTRUCTION OF THE PARK IMPROVEMENTS.

Section 7. DEFAULT. The following events shall constitute default:

1. Developer fails to submit plans and specifications to Development Services for the Project for review by the City's Director of Parks and Recreation or designee in advance of construction.
2. Developer does not reasonably pursue the Project under the approved plans and specifications.
3. The Developer fails to dedicate and construct the park identified in Exhibit 3, under the approved plans and specifications within 24 months following the execution of this agreement.
4. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 8. 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. In the event of an uncured default by the Developer, after the appropriate notice

and Cure Period, the City has all its common law remedies and the City may:

- a. Terminate this Agreement after the required notice and opportunity to cure the default;
- b. Decline to provide credits for the Community Enrichment & Park Development Fees to unrecorded and future plats in the London Towne Preliminary Plat.

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

Section 9. FORCE MAJEURE.

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

Section 10. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer to another without the written approval and consent of the Director of Parks and Recreation. Provided, however, Developer may assign its rights and obligations under this Agreement in writing to a wholly owned subsidiary or affiliate of Developer without any prior written approval or consent of any party or person.

Section 11. 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, Parks and Recreation
1201 Leopard Street / 78401
P.O. Box 9277/78469-9277
Corpus Christi, Texas

If to the Developer:

Braselton Development Company, Ltd
Fred Braselton, General Partner
5337 Yorktown Boulevard – Suite 10D
Corpus Christi, Texas 78413

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

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

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

Section 12. NO JOINT VENTURE. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

Section 13. DISCLOSURE OF INTEREST. In compliance with Corpus Christi Code § 2-349, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 4**.

Section 14. CERTIFICATE OF INTERESTED PARTIES. Developer agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this Agreement.

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

- (1) persons with a "controlling interest" in the entity, which includes:
 - a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
 - b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

- c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

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

Section 15. CONFLICT OF INTEREST. Developer agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>

Section 16. SEVERABILITY. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected, and this Agreement shall be construed as if the invalid portion had never been contained herein.

Section 17. ENTIRE AGREEMENT. Except as otherwise expressly provided herein, this Agreement contains the entire Agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 18. AMENDMENTS. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 19. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 20. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Developer warrants and represents it will comply with federal, state and local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all Consultants, Sub-Consultants, Contractors and Subcontractors working on the Park Improvements.

Section 21. AUTHORITY. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

Section 22. NAMING OF PARK. The park shall be named “Braselton Park”. Contractual consideration for naming rights will be provided in the form of Park Credits paid by the Developer in the amount of \$15,000.

Attached and Incorporated by Reference:

- Exhibit 1: London Towne Subdivision
- Exhibit 2: Park Improvements
- Exhibit 3: Park Improvements Cost
- Exhibit 4: Disclosure of Interest

EXECUTED in one original this _____ day of _____, 2023.

DEVELOPER: Braselton Development Company, Ltd

Bart Braselton
Managing Partner

Date

CITY OF CORPUS CHRISTI

Peter Zanoni
City Manager

Date

APPROVED AS TO FORM:

Buck Brice
Deputy City Attorney
For the City Attorney

date

25.00 Acre Tract
out of the Cuadrilla Irrigation Company Survey No. 135,
Abstract 581
(Owner: London Independent School District)
(Doc. No. 2008018783, O.P.R.N.C.T.)

20.00 Acre Tract out of Tract 2
Assessors Map 154
(Owner: London Independent School District)
(Doc. No. 2005027456, O.P.R.N.C.T.)

Called 89.868 Acres
being a portion of Section "D"
Laureles Farm Tracts
Vol. 3, Pg. 15, Map
Records of Nueces County, Texas
(Owner: Bill J. Brown, Reagan Travis
Brown and Alyssa Ann Brown McCoy)
(Doc. No. 2015011169,
O.P.R.N.C.T.)

2.00 Acres out of Section "D"
Laureles Farm Tracts
Vol. 3, Pg. 15, Map
Records of Nueces County, Texas
(Owner: Jeremy and Paige Scott)
(Doc. No. 2016034176, O.P.R.N.C.T.)

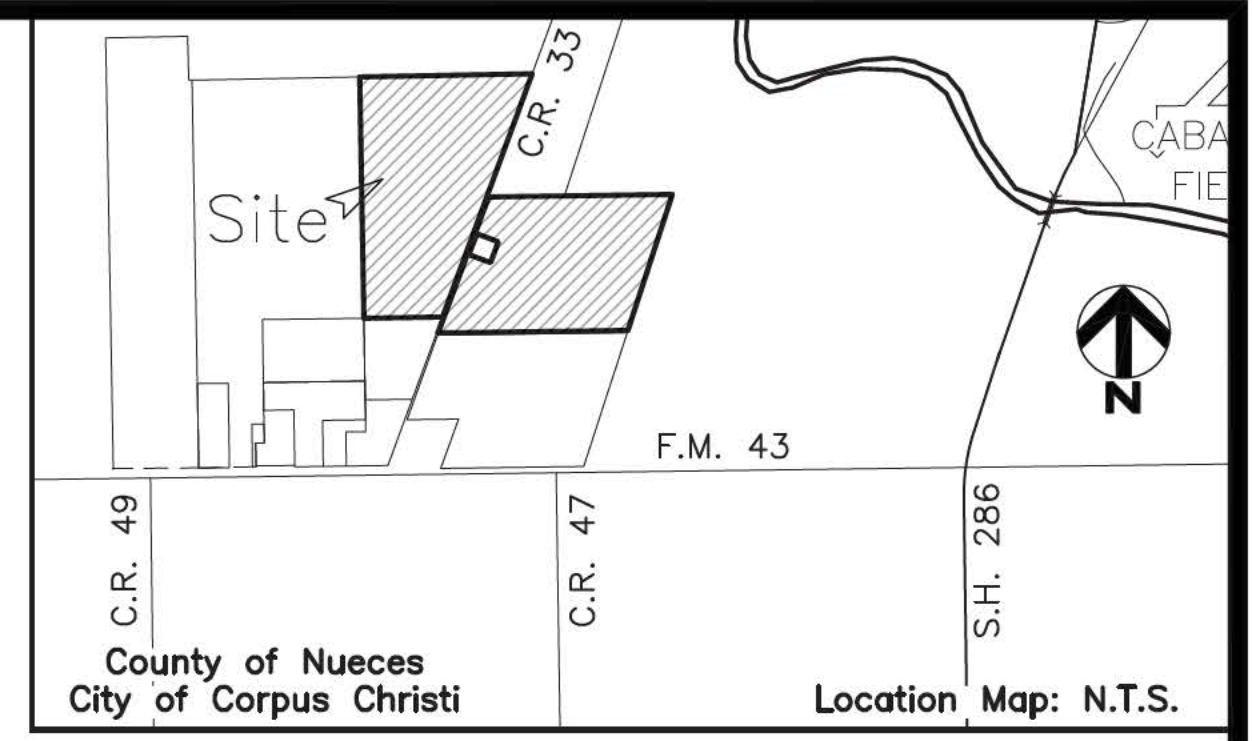
298.57 Acres
out of Section "D"
Laureles Farm Tracts
Vol. 3, Pg. 15, Map
Records of Nueces County, Texas
(Doc. No. 2012001980, O.P.R.N.C.T.)
(Owner: Coastal Bend Community Foundation)

195.21 Acre Tract
out of the Cuadrilla Irrigation Company Survey No. 135, Abstract
581, Cuadrilla Irrigation Company Survey No. 139, Abstract 577
and Cuadrilla Irrigation Company Survey No. 137, Abstract 579
(Owner: South Texas Children's Home Land Management)
(Doc. No. 2009010803, O.P.R.N.C.T.)

Portion of a 145.5 Acre Tract
out of Cuadrilla Irrigation Company
Survey No. 137
and I.&G.N.R.R. Co. Survey No. 140
Vol. 3, Pg. 15, Map Records of
Nueces County, Texas
(Owner: Walter Barry Camp, et ux)
(Doc. No. 1997034377, O.P.R.N.C.T.)

Portion of 15.01 Acre
Tract out of Cuadrilla Irrigation Company
Survey No. 137
and I.&G.N.R.R. Co. Survey No. 140
Vol. 3, Pg. 15, Map Records of
Nueces County, Texas
(Owner: Betty Jo Comp)
(Doc. No. 2010006571, O.P.R.N.C.T.)

308.99 Acres
out of Shores 1, 2, 3 and 4 of the Partition of
the Paul E. Morgan Estates
and out of the North 100 Acres of the Bertha
Morgan Homestead Tract, all out of Section "D"
Laureles Farm Tracts
Vol. 3, Pg. 15, Map
Records of Nueces County, Texas
(Doc. No. 941343, O.P.R.N.C.T.)
(Owner: City of Corpus Christi)



- Notes:
- Total platted area contains 214.34 Acres of Land. (Includes street dedication)
 - The receiving water for the storm water runoff from this property is the Oso Creek. The TCEQ has not classified the aquatic life use for the Oso Creek, but it is recognized as an environmentally sensitive area. The Oso Creek flows directly into the Oso Bay. The TCEQ has classified the aquatic life use for the Oso Bay as "exceptional" and "oyster waters" and categorized the receiving water as "contact recreation" use.
 - Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 00.00.
 - By graphic plotting only, this property is in Zones "B" and "C" on Flood Insurance Rate Map, Community Panel No. 485494 0505 D, Corpus Christi, Texas, which bears an effective date of June 4, 1987, and it is not located in a Special Flood Hazard Area.
 - Lots 3 and 27, Block 1; Lot 13, Block 4; Lot 1, Block 9; Lot 115, Block 4; Lot 32, Block 16; Lot 1, Block 17; Lot 12, Block 14; Lot 1 Block 18; Lot 1, Block 21 and Lot 1, Block 22 are non-buildable lots that will be maintained by the Home Owners Association.
 - Lot 1, Block 7 and Lot 1, Block 13 are Park Areas to be maintained by the Home Owners Association.
 - Water, Wastewater lot/acreage and Park fees shall be paid prior to recordation of the final plat.
 - Each lot area must comply with the proposed zoning designation.
 - Each lot width shall conform to zoning standards.
 - Direct access onto County Road 33 and Street A is prohibited.
 - Property to be zoned at annexation as RS-4.5 and RS-TH (see Master Site Plan)
 - Location of Street A and Right-of-Way designation of Street 1 and County Road 33 as shown on this map are contingent upon approval of a UTP amendment.
 - Street names shown are preliminary and will be revised for approval at the final plat stage.

Preliminary Plat of London Towne Subdivision

LEGAL DESCRIPTION

214.34 Acres, comprising a 117.95 Acre Tract, situated in the Cuadrilla Irrigation Co. Survey No. 135, Abstract 581, the Cuadrilla Irrigation Co. Survey No. 139, Abstract 577, the I.&G.N.R.R. Co. Survey No. 140, Abstract 612, as shown on the map of Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas and a 96.39 Acre Tract, situated in Section D, said Laureles Farm Tracts; said 117.95 Acre Tract being a portion of Tract II, described as a 118.126 Acre Tract in a Correction Warranty Deed from Sheilah London to Bill J. Brown, Reagan Travis Brown and Alyssa Ann Brown McCoy, recorded in Document No. 2015011169, Official Public Records of Nueces County, Texas and said 96.39 Acre Tract being a portion of a called 173.21 Acre Tract of Land described in a Gift Deed from Mary Cecile Meaney to Elizabeth Anne Meaney Trustee of the Lucy A. Haynes Trust, recorded in Document No. 2014032038, Official Public Records of Nueces County, Texas.



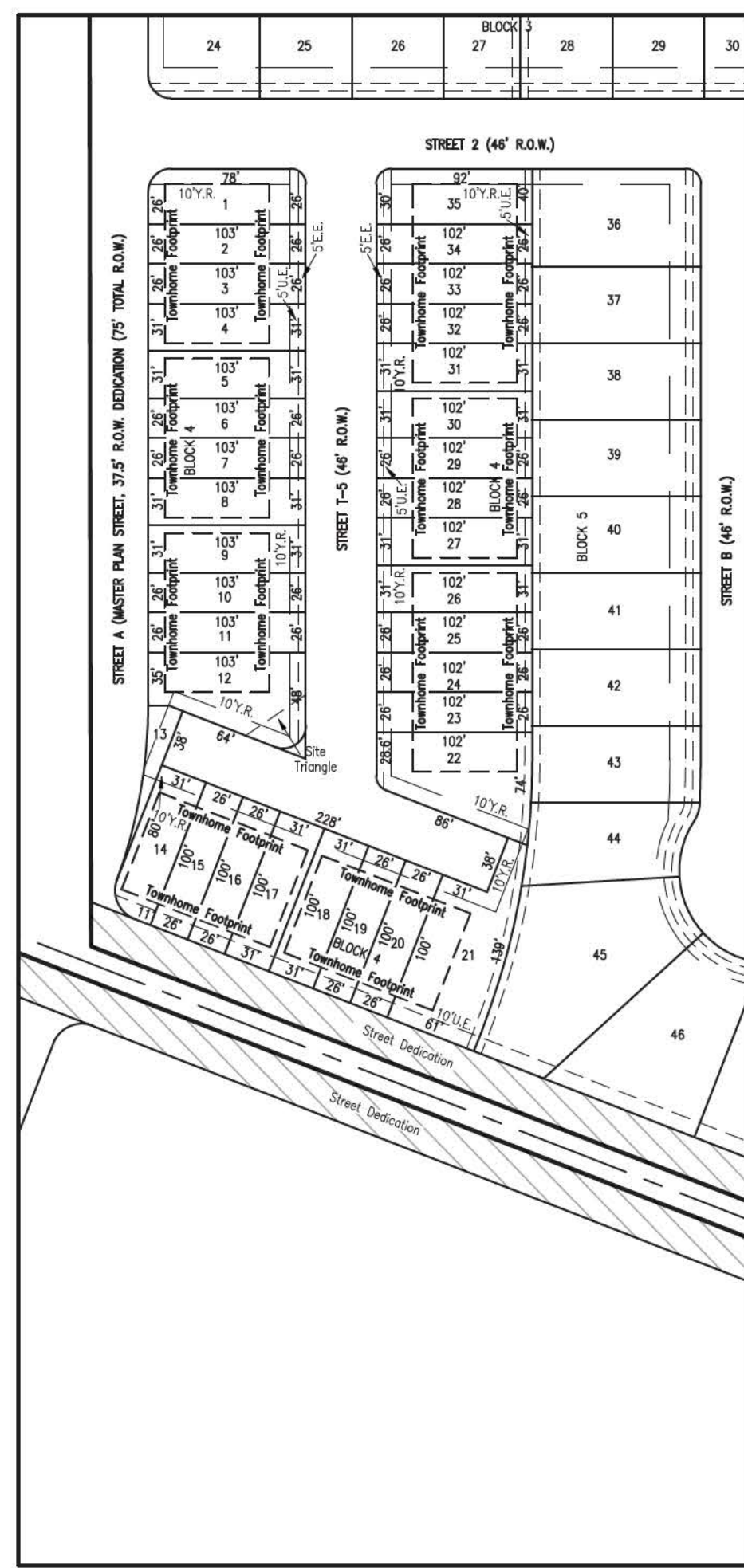
Submitted: 7/25/18
SCALE: 1"=200'
JOB NO.: 42900.B7.03
SHEET: 1 of 5
DRAWN BY: XG
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urbansurvey1@urbaneng.com

Developer:
Brasletan Custom Homes, Ltd.
5337 Yorktown Boulevard, Suite 10-D
Corpus Christi, Texas 78413
(361)991-4950

Engineer/Surveyor:
Urban Engineering
2725 Swanner Drive
Corpus Christi, Texas 78404
(361)854-3101

EXHIBIT 1 - a

S:\Projects\42000dup\42900\B703.dwg\PRELIM\42900B703_20181220_XG.dwg modified by XG on Dec 21, 2018 - 8:36am



Enlarged View of Proposed Townhomes (Unit 8)



Enlarged View of Proposed Townhomes (Units 4 and 5)

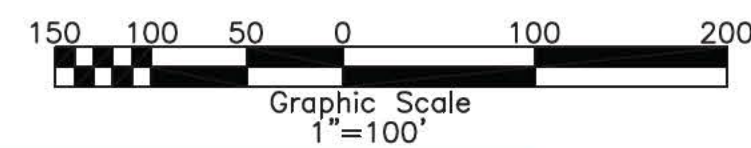
Notes:

1. Driveway access for corner lots within townhome area will be reviewed at time of final platting.
2. Site triangles shown at Lot 12, Block 4 and Lot 1, Block 13 are shown on the preliminary plat for visual representation purposes only. These visibility restrictions exist per the current Unified Development Code (UDC) section 4.2.9.

Preliminary Plat of London Towne Subdivision

LEGAL DESCRIPTION

214.34 Acres, comprising a 117.95 Acre Tract, situated in the Cuadrilla Irrigation Co. Survey No. 135, Abstract 581, the Cuadrilla Irrigation Co. Survey No. 139, Abstract 577, the I.&G.N.R.R. Co. Survey No. 140, Abstract 612, as shown on the map of Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas and a 96.39 Acre Tract, situated in Section D, said Laureles Farm Tracts; said 117.95 Acre Tract being a portion of Tract II, described as a 118.126 Acre Tract in a Correction Warranty Deed from Sheila London to Bill J. Brown, Reagan Travis Brown and Alyssa Ann Brown McCoy, recorded in Document No. 201501169, Official Public Records of Nueces County, Texas and said 96.39 Acre Tract being a portion of a called 173.21 Acre Tract of Land described in a Gift Deed from Mary Cecile Meaney to Elizabeth Anne Meaney Trustee of the Lucy A. Haynes Trust, recorded in Document No. 2014032038, Official Public Records of Nueces County, Texas.










Developer:
 Braselton Custom Homes, Ltd.
 5337 Yorktown Boulevard, Suite 10-D
 Corpus Christi, Texas 78413
 (361)991-4950

Engineer/Surveyor:
 Urban Engineering
 2725 Swantner Drive
 Corpus Christi, Texas 78404
 (361)854-3101



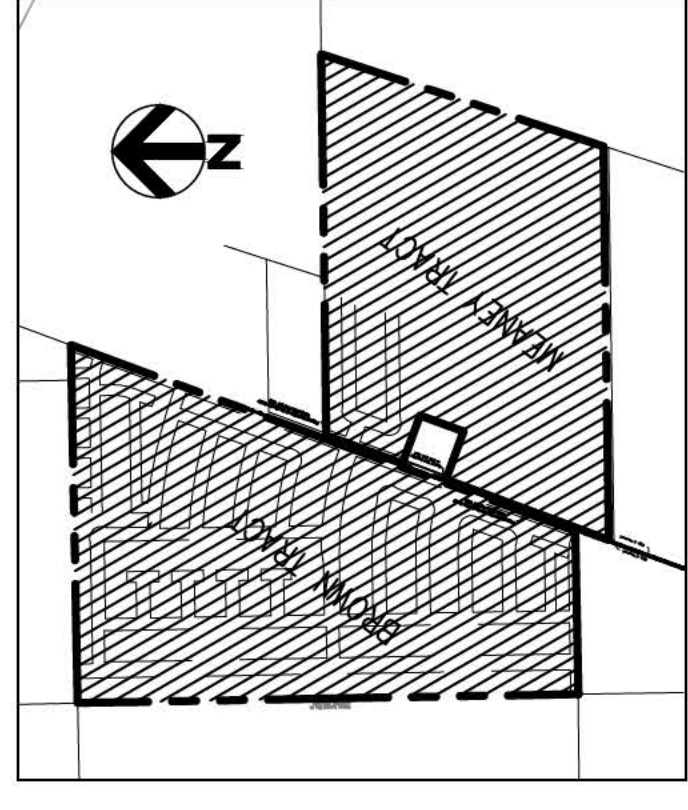
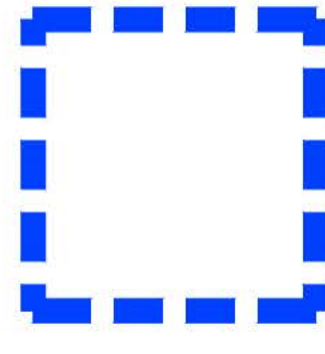
Submitted: 7/25/18
 SCALE: 1"=100'
 JOB NO.: 42900.B7.03
 SHEET: 2 of 5
 DRAWN BY: XG
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 urbansurvey1@urbaneng.com

LEGEND

-  DITCH ROW
-  PARK
- PROPOSED ZONING: RS-4.5 (SINGLE FAMILY RESIDENTIAL)**
-  TRADITION SERIES LOTS (60'-70' x 120')
31.53 ACRES x 117 LOTS = 3,71 LOTS/ACRE
27.61 ACRES, 4.24 LOTS/ACRE WITHOUT DITCH R.O.W.
-  VINTAGE SERIES LOTS (50'-60' x 115')
32.81 ACRES x 157 LOTS = 4.79 LOTS/ACRE
31.03 ACRES, 5.06 LOTS/ACRE WITHOUT PARK AREA
-  EXECUTIVE SERIES LOTS (50' x 110')
OUT OF BROWN TRACT
37.68 ACRES x 199 LOTS = 5.28 LOTS/ACRE
-  OUT OF MEANEY TRACT
11.38 ACRES x 61 LOTS = 5.36 LOTS/ACRE
- PROPOSED ZONING: RS-TH (TOWN HOUSE)**
-  TOWN HOMES
15.92 ACRES x 141 UNITS = 8.86 UNITS/ACRE
14.90 ACRES, 9.46 LOTS/ACRE WITHOUT PARK AREA

NOTE:
LOT DENSITIES ARE BASED ON OVERALL LAND AREA INCLUDING STREET ROW, DITCH ROW, PARKS, AND NON-BUILDABLE LOTS.

UNIT ONE BOUNDARY - 23.02 ACRES

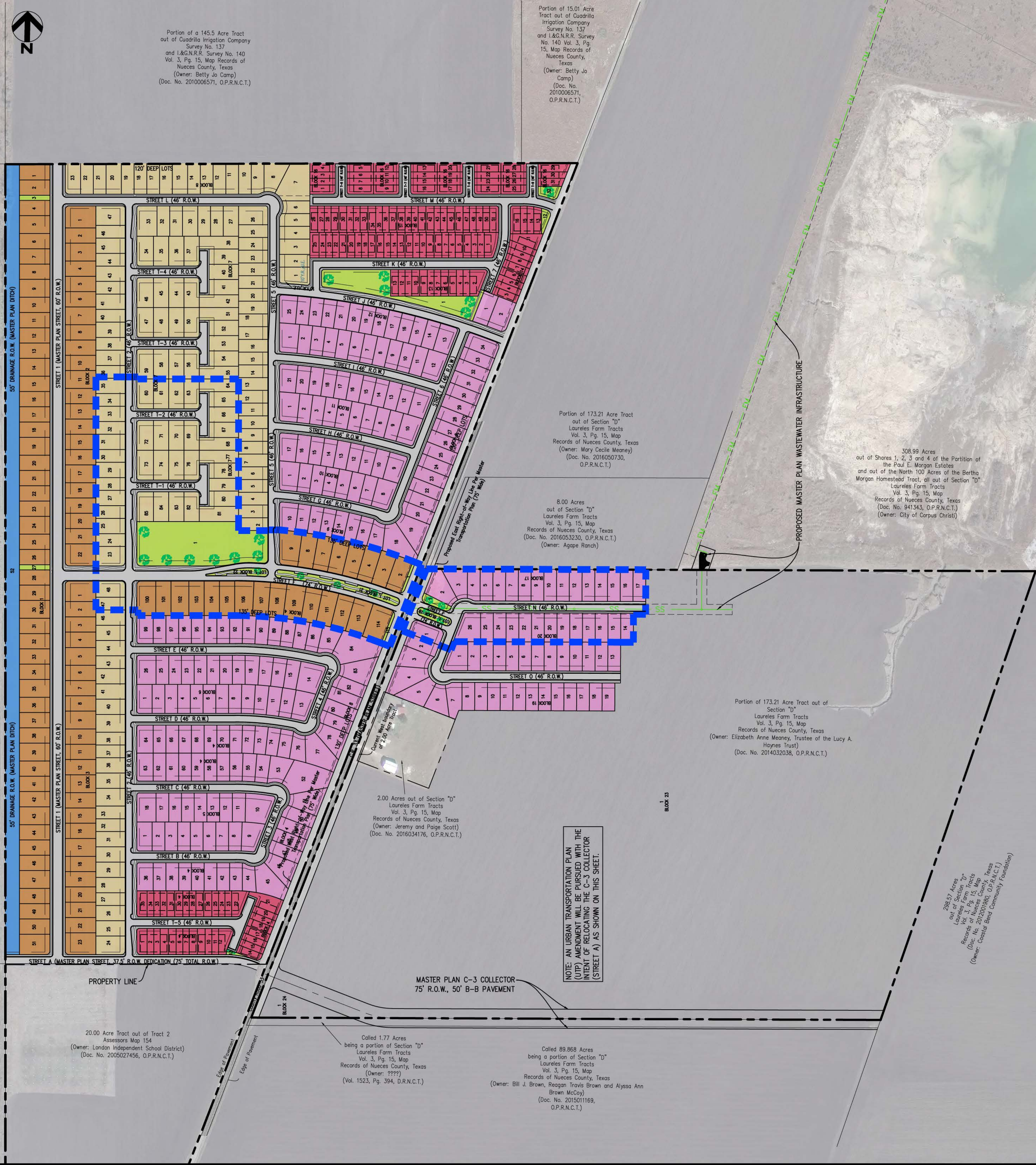
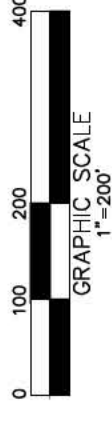


AREA INCLUDED IN PRELIMINARY PLAT

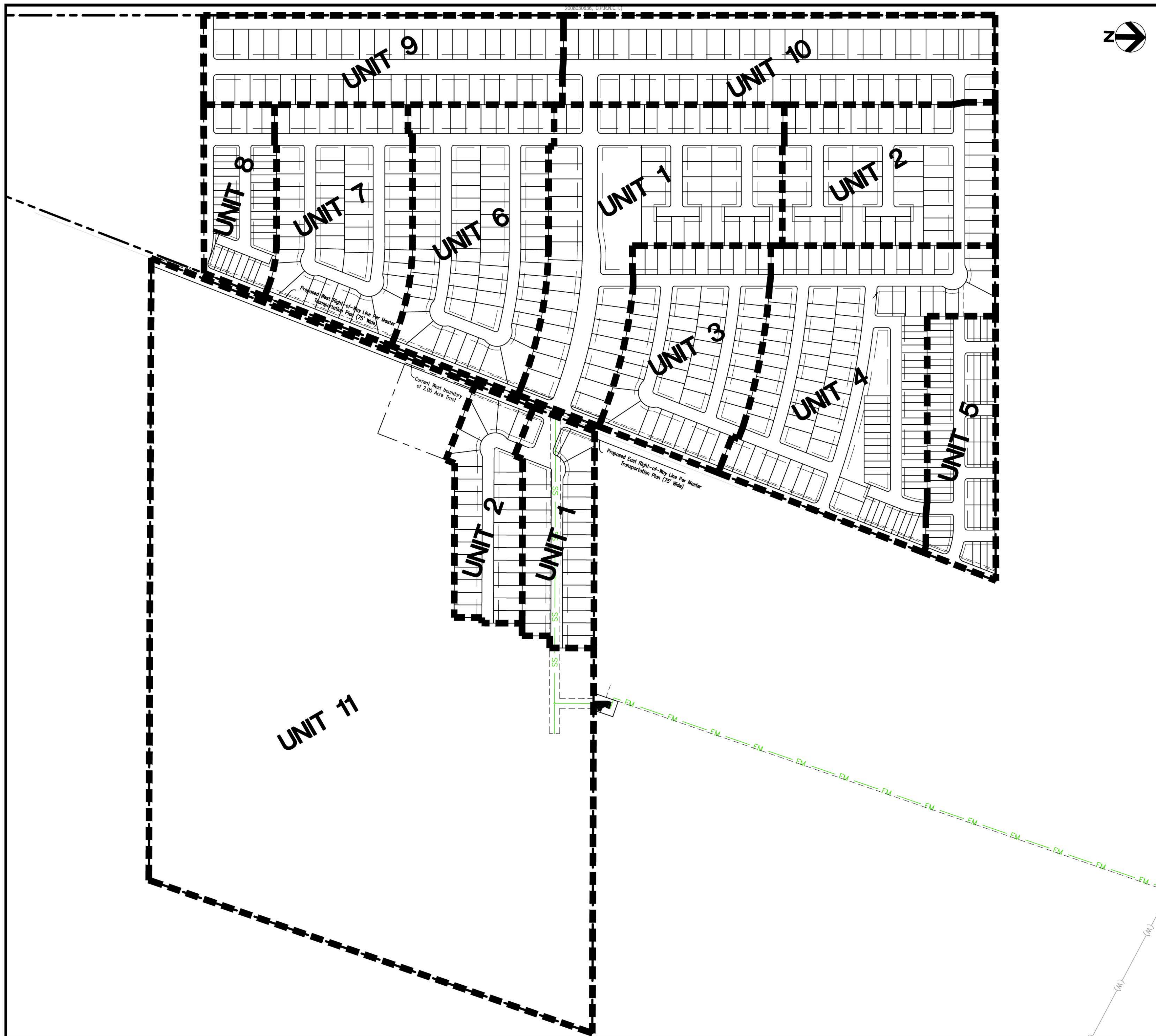
MASTER SITE PLAN FOR LONDON TOWNE SUBDIVISION



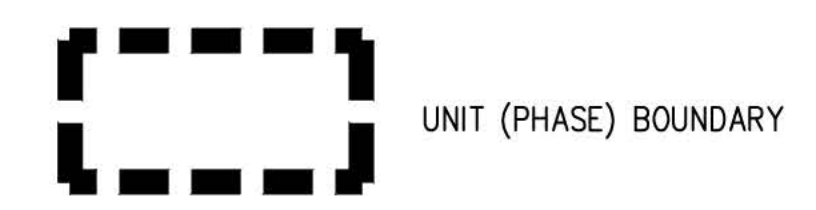
JOB NO. 42900.B7.03
JULY 25, 2018
SHEET 3 OF 5



NOTE: AN URBAN TRANSPORTATION PLAN (UTP) AMENDMENT WILL BE PURSUED WITH THE INTENT OF RELOCATING THE C-3 COLLECTOR (STREET A) AS SHOWN ON THIS SHEET.

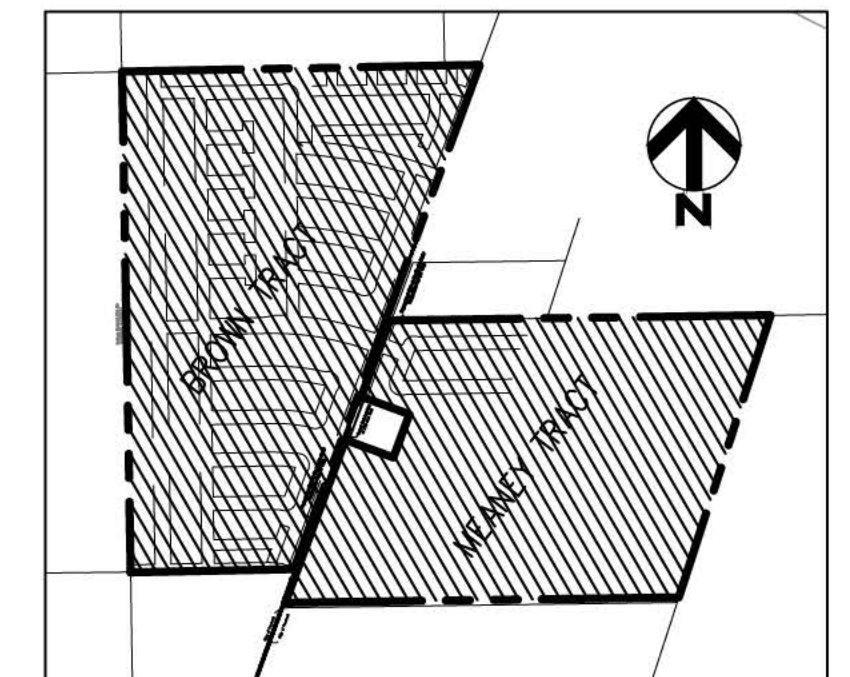


LEGEND



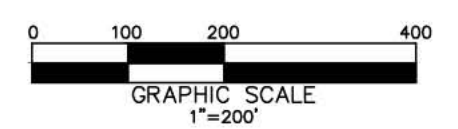
PHASING NOTE:
 ALL UNITS SHOWN WITH EXCEPTION OF THE INITIAL UNIT (UNIT 1) ARE APPROXIMATE. THE LOCATION, SIZE, AND LAYOUT OF FUTURE PHASES WILL FLUCTUATE WITH THE MARKET. APPROXIMATE PHASES ARE SHOWN ON THIS PLAN FOR THE PURPOSES OF GENERAL PLANNING.

SCHEDULING NOTE:
 IT IS ANTICIPATED THAT THE SUBDIVISION WILL DEVELOP AT A RATE OF APPROXIMATELY 100 UNITS PER YEAR. THIS RATE WILL FLUCTUATE WITH THE MARKET.

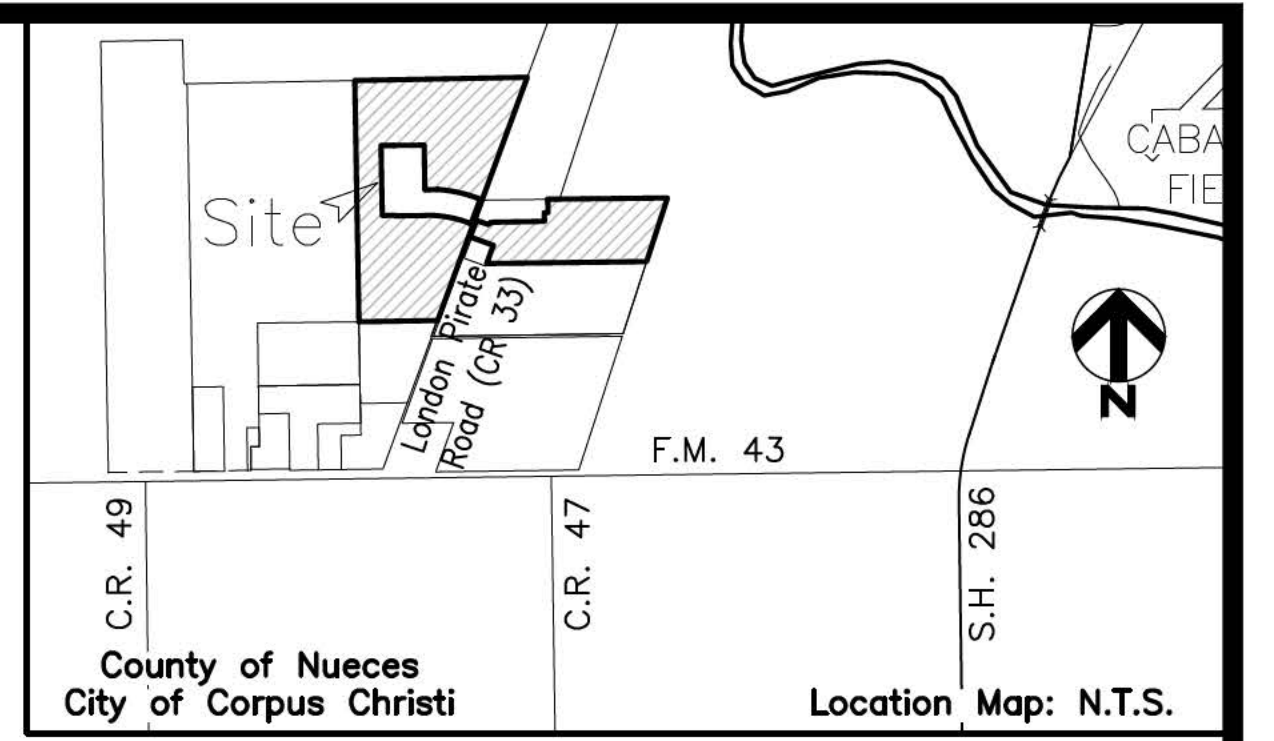
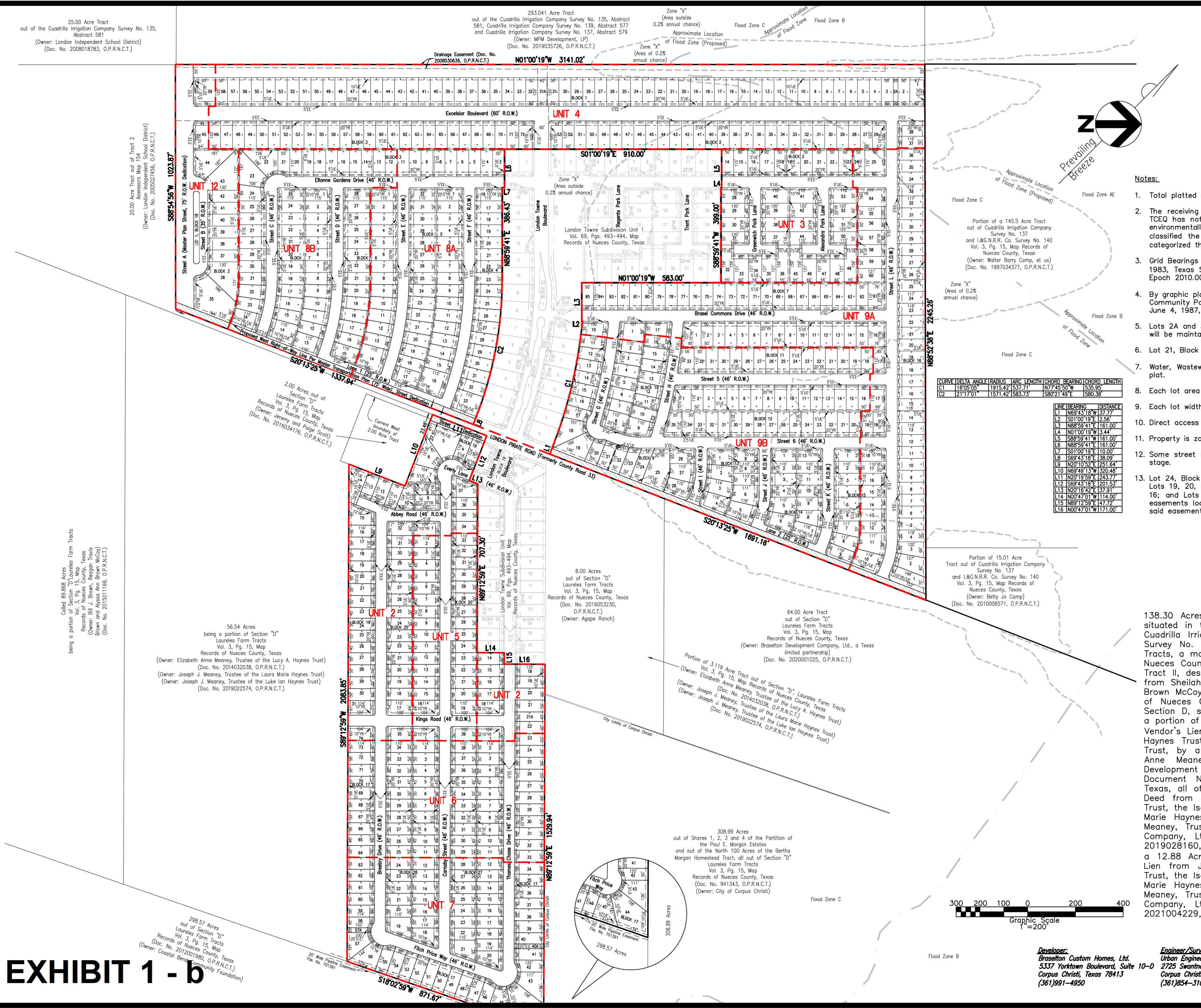


AREA INCLUDED IN PRELIMINARY PLAT

PHASING PLAN FOR LONDON TOWNE SUBDIVISION



2014 FIRM NO. 145, TOWNSHIP FIRM NO. 10033400
 2725 SPANNER DR., CORPUS CHRISTI, TX 78404
 PHONE: 361-654-3110 WWW.URBANENGINEERING.COM
 JOB NO. 42900.B7.03
 JULY 25, 2018
 SHEET 4 OF 5



Notes:

- 1. Total platted area contains 138.30 Acres of Land. (Includes street dedication)
2. The receiving water for the storm water runoff from this property is the Oso Creek. The TCEQ has not classified the aquatic life use for the Oso Creek, but it is recognized as an environmentally sensitive area.
3. Grid Bearings and Distances shown herein are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.
4. By graphic plotting only, this property is in Zones "B" and "C" on Flood Insurance Rate Map, Community Panel No. 485494 0505 D, Corpus Christi, Texas, which bears an effective date of June 4, 1987, and it is not located in a Special Flood Hazard Area.
5. Lots 2A and 31A, Block 1, Lot 1, Block 18 are non-buildable lots, and Utility Easements that will be maintained by the Home Owners Association.
6. Lot 21, Block A is a non-buildable lot that will be deeded to the City of Corpus Christi.
7. Water, Wastewater lot/acreage and Park fees shall be paid prior to recordation of the final plat.
8. Each lot area must comply with the proposed zoning designation.
9. Each lot width shall conform to zoning standards.
10. Direct access onto County Road 33 and Street A is prohibited.
11. Property is zoned RS-4.5.
12. Some street names shown are preliminary and will be revised for approval at the final plat stage.
13. Lot 24, Block 2; Lots 3, 8, 14 and 19, Block 3; Lot 80, Block 7; Lots 11 and 16, Block 10; Lots 19, 20, 25, 30 and 35, Block 12; Lot 10, Block 15; Lots 1, 14, 20, 25 and 36, Block 16; and Lots 47 and 53, Block 17, will be allowed to encroach eaves/overhangs into utility easements located along the side lot lines. If damages are caused by repair of utilities in said easements, responsibility will be assumed by the property owners.

Table with 4 columns: CURVE, DELTA ANGLE, RADIUS, ARC LENGTH, CHORD BEARING, CHORD LENGTH. Includes data for curves C1 and C2.

Table with 3 columns: LINE, BEARING, DISTANCE. Lists 16 lines with their respective bearings and distances.

Preliminary Plat of London Towne Subdivision

138.30 Acres, comprising of a portion of a 117.95 Acre Tract of Land, situated in the Cuadrilla Irrigation Co. Survey No. 135, Abstract 581, the Cuadrilla Irrigation Co. Survey No. 139, Abstract 577, the I.&G.N.R.R. Co. Survey No. 140, Abstract 612, as shown on the map of Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas, said 117.95 Acre Tract of Land, being a portion of Tract II, described as a 118.126 Acre Tract in a Correction Warranty Deed from Sheilah London to Bill J. Brown, Reagan Travis Brown and Alyssa Ann Brown McCoy, recorded in Document No. 201501169, Official Public Records of Nueces County, Texas, together with a 37.46 Acre Tract, situated in Section D, said Laureles Farm Tracts; said 37.46 Acre Tract comprising of a portion of a 21.76 Acre Tract of Land described in a Warranty Deed with Vendor's Lien from Joseph John Meaney, as Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, and the Emily P. Haynes Trust, by and through his Attorney-in-Fact, David Walsh; and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2019002524, Official Public Records of Nueces County, Texas, all of an 8.68 Acre Tract of Land described in a General Warranty Deed from Joseph John Meaney, Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, the Emily P. Haynes Trust, the Laura Marie Haynes Trust and the Luke Ian Haynes Trust, and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2019028160, Official Public Records of Nueces County, Texas and a all of a 12.88 Acre Tract of Land described in a Warranty Deed with Vendor's Lien from Joseph John Meaney, Trustee of the Claire Elizabeth Haynes Trust, the Isabelle Marie Haynes Trust, the Emily P. Haynes Trust, the Laura Marie Haynes Trust and the Luke Ian Haynes Trust, and Elizabeth Anne Meaney, Trustee of the Lucy A. Haynes Trust, to Braselton Development Company, Ltd., a Texas limited partnership, recorded in Document No. 2021004229, Official Public Records of Nueces County, Texas.

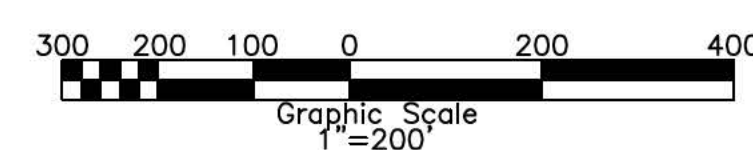


EXHIBIT 1 - b

Developer: Braselton Custom Homes, Ltd. 5337 Yorktown Boulevard, Suite 10-D Corpus Christi, Texas 78413 (361)991-4950



Revised: 9/14/22 Submitted: 6/16/21 SCALE: 1"=200' JOB NO.: 42900.CO.00 SHEET: 1 of 2 DRAWN BY: XG © 2021 by Urban Engineering urbansurvey1@urbanseng.com

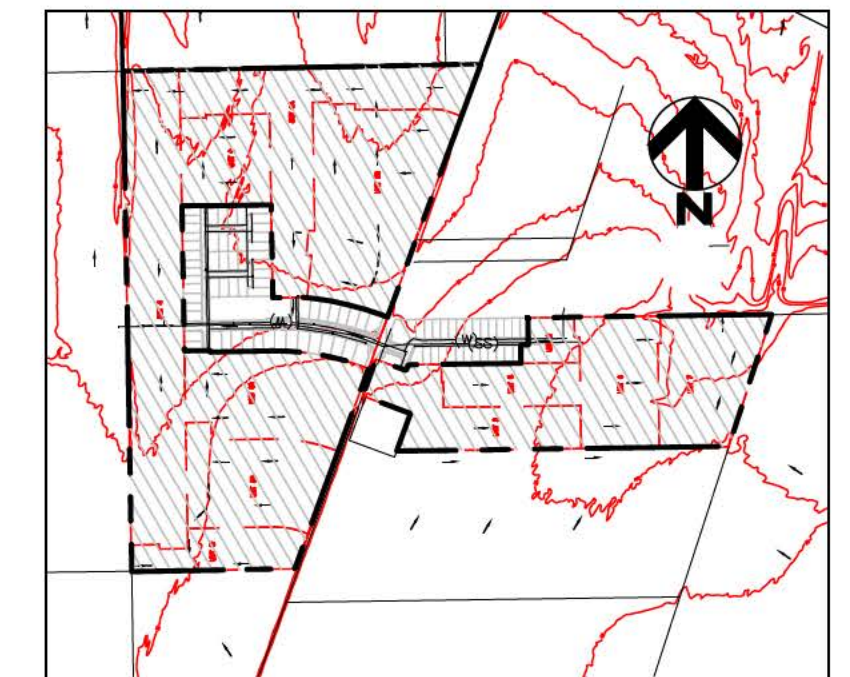


LEGEND

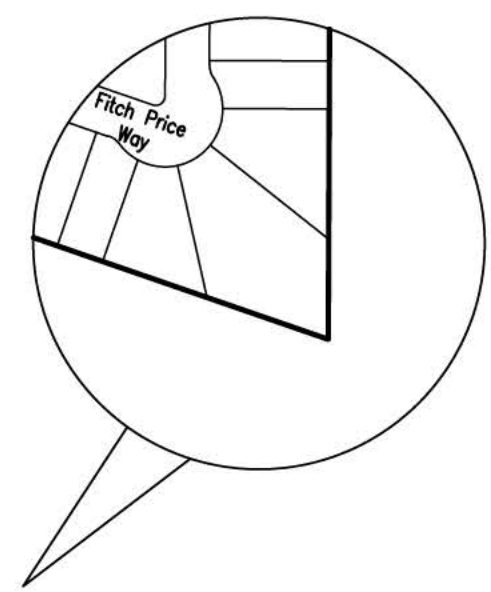
UNIT (PHASE) BOUNDARY

PHASING NOTE:
 ALL UNITS SHOWN WITH EXCEPTION OF THE INITIAL UNIT (UNIT 1) ARE APPROXIMATE. THE LOCATION, SIZE, AND LAYOUT OF FUTURE PHASES WILL FLUCTUATE WITH THE MARKET. APPROXIMATE PHASES ARE SHOWN ON THIS PLAN FOR THE PURPOSES OF GENERAL PLANNING.

SCHEDULING NOTE:
 IT IS ANTICIPATED THAT THE SUBDIVISION WILL DEVELOP AT A RATE OF APPROXIMATELY 100 UNITS PER YEAR. THIS RATE WILL FLUCTUATE WITH THE MARKET.

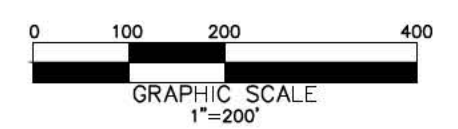


AREA INCLUDED IN PRELIMINARY PLAT



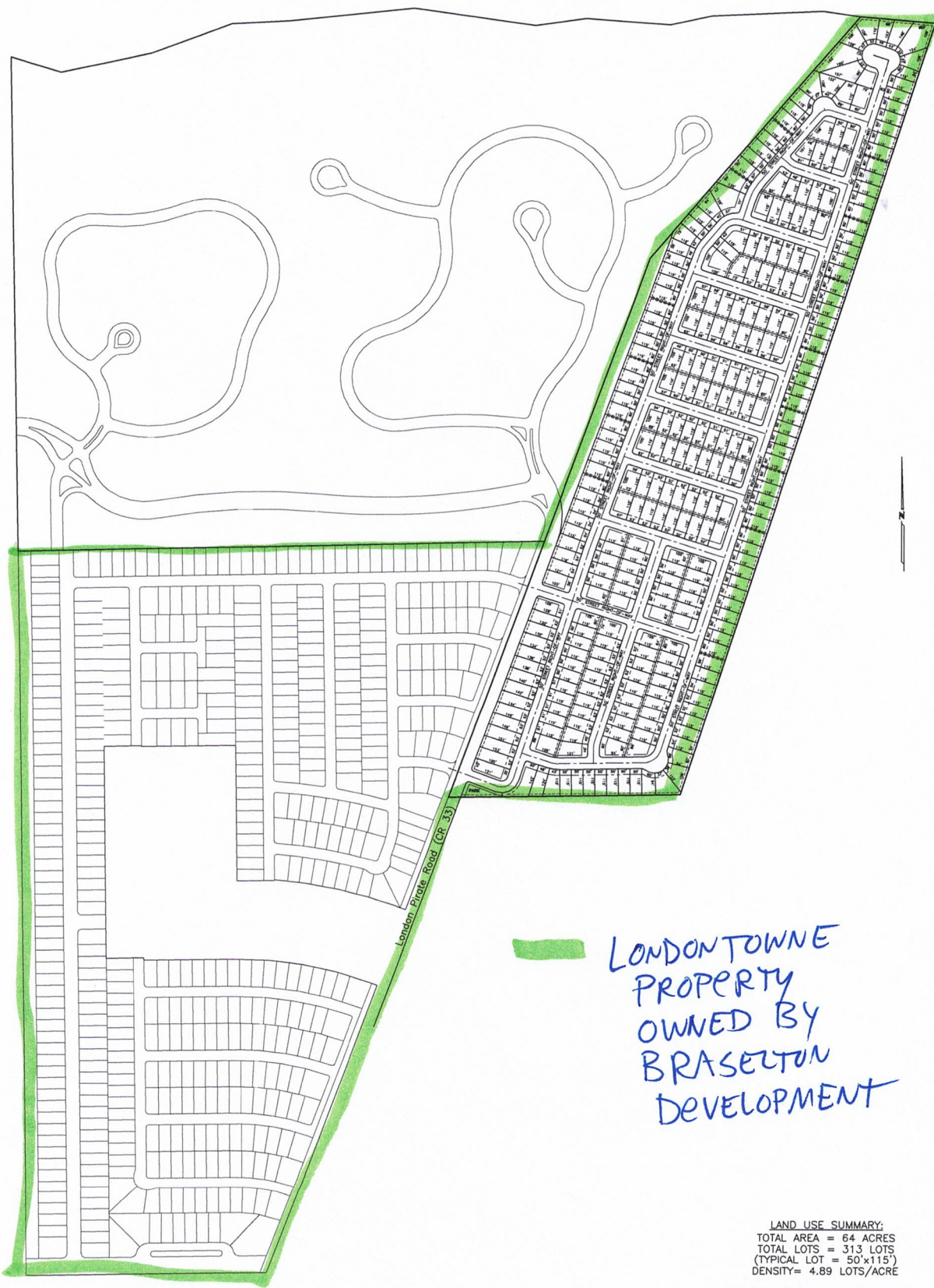
PHASING PLAN FOR LONDON TOWNE SUBDIVISION

Revised: 9/14/2022
 Submitted: 6/17/2020



13975 FIRM NO. 145, 13975 FIRM NO. 10032400
 2725 SPANNING DR., CORPUS CHRISTI, TX 78404
 PHONE: 361.654.3100 WWW.URBANENGINEERING.COM

JOB NO. 42900.CO.00



■ LONDONTOWNE
 PROPERTY
 OWNED BY
 BRASELTON
 DEVELOPMENT

LAND USE SUMMARY:
 TOTAL AREA = 64 ACRES
 TOTAL LOTS = 313 LOTS
 (TYPICAL LOT = 50'x115')
 DENSITY = 4.89 LOTS/ACRE



TSPIC FIRM NO. 145, TSPUS FIRM NO. 10032400
 2725 SWANWATER DR. CORPUS CHRISTI, TX 78404
 PHONE: 361.854.3100 WWW.URBANENG.COM

JOB NO. 42980.C1.06
 CRR 4-14-2022



EXHIBIT 1 - c



<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION													<p>PROJECT NO.</p> <p>DATE: 1/27/21</p>	<p>PROJECT TITLE</p> <p>Location, Texas</p>	<p>COVER SHEET</p>	<p>Scale: 1/8" = 1'-0"</p>
	NO.	DATE	DESCRIPTION																
<p>DATE: 1/27/21</p> <p>DRAWN BY: KBC</p> <p>REVIEWED BY: KBC</p>	<p>PROJECT NO.</p> <p>DATE: 1/27/21</p>	<p>PROJECT TITLE</p> <p>Location, Texas</p>	<p>COVER SHEET</p>	<p>Scale: 1/8" = 1'-0"</p>															



PlayWell

Exhibit 3

LONDON TOWNE SUBDIVISION PUBLIC PARK CORPUS CHRISTI, TEXAS ESTIMATE OF CONSTRUCTION COSTS

June 8, 2021

ITEM NO.	DESCRIPTION	COST
1	SITE DRAINAGE AND EROSION CONTROL PLAN IMPLEMENTATION AND MAINTENANCE, IN ACCORDANCE WITH TPDES	\$ 12,500.00
2	SITE GRADING	\$ 18,000.00
3	LANDSCAPE INCLUDING TURF, BEDS, TREES AND IRRIGATION PER PLANS	\$ 172,000.00
4	PAVILLION STRUCTURE	\$ 90,000.00
5	PLAYGROUND, PLAY AREA FEATURES AND SOCCER GOALS	\$ 50,100.00
6	SITE AMENITIES INCLUDING STONE BENCHES, TRASH CANS, TABLES, SEATS, DOG WASTE STATION, BIKE RACK, WALKWAYS AND GRILL	\$ 66,400.00
7	SITE DOMESTIC PLUMBING AND ELECTRICAL	\$ 34,100.00

TOTAL PUBLIC PARK IMPROVEMENTS \$ 443,100.00



Exhibit 4

CITY OF CORPUS CHRISTI

DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, 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". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: BRASELTON DEVELOPMENT

STREET ADDRESS: 5337 YORKTOWN BLVD P.O. BOX: _____

CITY: CORPUS CHRISTI STATE: TX ZIP: 78413

FIRM IS: 1. Corporation 2. Partnership 3. Sole Owner
4. Association 5. Other

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)
_____	_____
_____	_____
_____	_____

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
_____	_____
_____	_____
_____	_____

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>BART BRASELTON</u>	<u>CITC</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
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

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: BART BRITTON Title: VP
Signature of Certifying Person:  Date: 2/10/23

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "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.
- e. "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.
- f. "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 holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "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.