

Ordinance authorizing City Manager or designee to execute a Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement (“Agreement”) with Oso Bend Development Company (“Developer”), for the construction of a water grid main extension line and appropriating \$117,667.45 from the No. 4030 Water Arterial Transmission and Grid Main Trust Fund to reimburse the Developer in accordance with the Agreement.

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

SECTION 1. The City Manager, or designee, is authorized to execute a Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement (“Agreement”) with Oso Bend Development Company (“Developer”), for the extension of a 12-inch main extension water line, including all related appurtenances, for the development of Lots 22 and 23, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, known as Riverbend Subdivision Unit 1, Corpus Christi, Nueces County, Texas.

SECTION 2. Funding in the amount of \$117,667.45 is appropriated from the No. 4030 Water Arterial Transmission and Grid Main Trust Fund to reimburse the Developer for the construction of a water grid main extension line improvements in accordance with the Agreement.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2017, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Council Member	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2017, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Council Member	_____		

PASSED AND APPROVED on this the _____ day of _____, 2017.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

WATER ARTERIAL TRANSMISSION AND GRID MAIN CONSTRUCTION AND REIMBURSEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF NUECES §

This Water Arterial Transmission and Grid Main Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, P.O. Box 9277, Corpus Christi, Texas, 78469-9277, and Oso Bend Development Company ("Developer"), 101 N. Shoreline Boulevard, Suite 600, Corpus Christi, Texas 78401.

WHEREAS, the Developer, in compliance with the Unified Development Code ("UDC"), proposes to final plat the Property as shown on the attached final plat known as Riverbend Subdivision Unit 1 ("Development"), as shown in **Exhibit 1 (attached and incorporated)**;

WHEREAS, under the UDC and as a condition of such plat of Riverbend Subdivision Unit 1, Developer is required to construct a public waterline in order to record such plat;

WHEREAS, Developer has submitted an application for reimbursement of the costs of extending a 12-inch waterline from the existing 12-inch waterline located at the southeast corner of Fred's Folly Drive and Yorktown Boulevard. The 12" PVC tie-in line will travel southeast along the south right-of-way of Yorktown Boulevard for 1,927 maximum linear feet and terminating with a 12" cap and 2" blow-off valve near the southeast corner of Ranch View Drive and consistent with the Unified Development Code (**Exhibit 2**);

WHEREAS, it is in the best interests of the City to have the 12-inch waterline on the south right-of-way of Yorktown Boulevard for a distance of 1,927 linear feet installed by Developer in conjunction with the final plat;

WHEREAS, Resolution No. 026869 authorized the acceptance of applications to be eligible for reimbursement in the future when funds are fully available in, and are appropriated by City Council, the Arterial Transmission and Grid Main Line Trust Fund as per the UDC, Section 8.5.1.C(1), and

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

NOW, THEREFORE, in consideration set forth hereinafter and in order to provide a coordinated waterline construction project, the City and Developer agree as follows:

Subject to the terms of this Agreement and the plat of Riverbend Subdivision Unit 1, Developer will construct the 12-inch waterline for and on behalf of the City in accordance with the plans and specifications as are approved by the City Engineer on behalf of the City.

1. REQUIRED CONSTRUCTION

The Developer shall construct the 12-inch waterline improvements, in compliance with the City's UDC and under the plans and specifications approved by the Development Services Engineer.

2. PLANS AND SPECIFICATIONS

a. The Developer shall contract with a professional engineer, acceptable to the City's Development Services Engineer, to prepare plans and specifications for the construction of the 12-inch waterline, as shown in **Exhibit 3**, with the following basic design:

1. Install one (1) 12" x 6" Ductile Iron Tee
2. Install 1,927 linear feet of 12" PVC C-900
3. Install four (4) 12" Gate Valve and Box
4. Install three (3) Fire Hydrants Assembly Complete In-place
5. Install one (1) 12" Cap w/ 2" Blow-off Valve
6. Install one (1) Tie in to Existing Waterline

b. The plans and specifications must comply with City Water Distribution Standards and Standard Specifications.

c. Before the Developer starts construction the plans and specification must be approved by the City's Development Services Engineer.

3. SITE IMPROVEMENTS

Prior to the start of construction of the 12-inch waterline improvements, Developer shall acquire and dedicate to the City the required additional utility easements "Easements", if necessary for the completion of the 12-inch waterline. If any of the property needed for the Easements is owned by a third party and Developer is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.

4. PLATTING FEES

Developer shall pay to the City of Corpus Christi the required acreage fees and pro-rata fees as required by the UDC for the area of the improvements for the construction of the 12-inch waterline. The required acreage fees Developer is to pay to the City under the UDC for the 12-inch waterline improvements will be credited to Developer provided that an application for credit, including cost-supporting documentation, has been submitted to the Assistant City Manager of Development Services prior to the installation of the 12-inch waterline and is approved.

5. DEVELOPER AWARD CONTRACT FOR IMPROVEMENTS

Developer shall award a contract and complete the improvements to 12-inch waterline, under the approved plans and specifications, by June 20, 2018.

6. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

7. PROMPT AND GOOD FAITH ACTIONS

The parties shall act promptly and in good faith in performing their duties or obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.

8. DEFAULT

The following events shall constitute default:

- a. Developer fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval by City Council.
- b. Developer's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services by the 40th calendar day after the date of approval by City Council.
- c. Developer fails to award a contract for the construction of the project, according to the approved plans and specifications, by the 70th calendar day after the date of approval by City Council.
- d. Developer's contractor does not reasonably pursue construction of the project under the approved plans and specifications.
- e. Developer's contractor fails to complete construction of the project, under the approved plans and specifications, on or before June 20, 2018.
- f. Either the City or Developer otherwise fails to comply with its duties and obligations under this Agreement.

9. NOTICE AND CURE

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

- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to Developer, at the address stated above, of the need to perform the obligation or duty, and should Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to Developer by reducing the reimbursement amount due Developer.
- e. 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:
 - 1. Terminate this Agreement after the required notice and opportunity to cure the default.
 - 2. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project.
 - 3. Perform any obligation or duty of the Developer under this agreement and charge the cost of such performance to Developer. Developer shall pay to City the reasonable and necessary cost of the performance within 30 days from the date Developer receives notice of the cost of performance. In the event that Developer pays the City under the preceding sentence, and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.
- f. 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 equity for such default.

10. FORCE MAJEURE

- a. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.
- b. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party shall give written notice of the full particulars of the force majeure to the other party within ten (10) business days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force

majeure, are suspended during the continuance of the inability claimed, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

11. NOTICES

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

1. If to the Developer:

Oso Bend Development
Company
Attn: John W. Wallace
101 N. Shoreline Blvd.
Suite 600
Corpus Christi, Texas 78401

2. If to the City:

City of Corpus Christi
1201 Leopard Street (78401)
P.O. Box 9277
Corpus Christi, Texas 78469
ATTN: Assistant City Manager
Development Services

- b. Notice required by the paragraph may be by United States Postal Service, First Class Mail, Certified, Return Receipt Requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.
- c. Either party may change of address for notices by giving notice of the change under the provisions of this section.

12. THIRD-PARTY BENEFICIARY

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

13. PERFORMANCE AND PAYMENT BONDS

Developer shall require its contractor for the construction of the project, before beginning the work, to execute with Developer and the City a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$25,000. The performance and payment bond must comply with Texas Government Code, Chapter 2253 and must be in the form and substance as attached to this Agreement.

14. WARRANTY

Developer shall fully warranty the workmanship of and function of the 12-inch waterline improvements and the construction thereof for a period of one year from and after the date of acceptance of the facilities by the City Engineer.

15. REIMBURSEMENT

- a. Subject to the appropriation of funds, the City will reimburse the Developer 100% of the reasonable cost of the 12-inch waterline improvements, not to exceed **\$131,317.45 (\$117,667.45 waterline reimbursement and \$13,650.00 water distribution system acreage fee)**. See attached cost estimate (**Exhibit 4**).
- b. Subject to the appropriation of funds, the City agrees to reimburse the Developer on a monthly basis upon invoicing for work performed. The reimbursement will be made no later than 30-days from the date of the invoice. Developer shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement as detailed in **Exhibit 5**.
- c. To be eligible for reimbursement, the work completed in a good and workmanlike manner, and must have been inspected and accepted by the City. The City agrees to conduct periodic inspections and approve the progress of the work at key points during construction.
- d. In the event that this Agreement is terminated by the City at a time when there has been a partial completion and partial payment for the improvements, then the City shall only reimburse Developer for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that there is an uncured default by the Developer.

16. INDEMNIFICATION

DEVELOPER, COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM CITY ON ACCOUNT OF INJURY OR DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE DEVELOPER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT OR TO PROVIDE CITY WATER SERVICE TO THE DEVELOPMENT, INCLUDING INJURY, LOSS, OR DAMAGE WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT DESCRIBED ABOVE, INCLUDING

THE INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES, WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT.

THIS INDEMNITY SPECIFICALLY INCLUDES ALL CLAIMS, DAMAGES, AND LIABILITIES OF WHATEVER NATURE, FORESEEN OR UNFORESEEN, UNDER ANY HAZARDOUS SUBSTANCE LAWS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

(A) ALL FEES INCURRED IN DEFENDING ANY ACTION OR PROCEEDING BROUGHT BY A PUBLIC OR PRIVATE ENTITY AND ARISING FROM THE PRESENCE, CONTAINMENT, USE, MANUFACTURE, HANDLING, CREATING, STORAGE, TREATMENT, DISCHARGE, RELEASE OR BURIAL ON THE PROPERTY OR THE TRANSPORTATION TO OR FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCE. THE FEES FOR WHICH THE DEVELOPER SHALL BE RESPONSIBLE UNDER THIS SUBPARAGRAPH SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE FEES CHARGED BY (I) ATTORNEYS, (II) ENVIRONMENTAL CONSULTANTS, (III) ENGINEERS, (IV) SURVEYORS, AND (V) EXPERT WITNESSES.

(B) ANY COSTS INCURRED ATTRIBUTABLE TO (I) THE BREACH OF ANY WARRANTY OR REPRESENTATION MADE BY DEVELOPER/OWNER IN THIS AGREEMENT, OR (II) ANY CLEANUP, DETOXIFICATION, REMEDIATION, OR OTHER TYPE OF RESPONSE ACTION TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCE ON OR UNDER THE PROPERTY REGARDLESS OF WHETHER OR NOT THAT ACTION WAS MANDATED BY THE FEDERAL, STATE OR LOCAL GOVERNMENT.

THIS INDEMNITY SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE AGREEMENT.

17. ASSIGNMENT OF AGREEMENT

This Agreement may be assigned by Developer to another with the written consent of the City's City Manager.

18. COVENANT RUNNING WITH THE LAND

This Agreement is a covenant running with the land, Parkview Unit 2, a subdivision in Nueces County, Texas, and must be recorded in the Official Public Records of Nueces County, Texas. The duties, rights, and obligations of the

Agreement are binding on and inure to the benefit of the Developer's successors or assigns.

19. DISCLOSURE OF OWNERSHIP INTERESTS

Developer further agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Ownership interests form attached hereto as **Exhibit 6**.

20. AUTHORITY

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

21. EFFECTIVE DATE

This Agreement shall be executed in one original, which shall be considered one instrument. *This Agreement becomes effective and is binding upon, and inures to the benefit of the City and Developer from and after the date that all original copies have been executed by all signatories.

EXECUTED IN ONE original, *this _____ day of _____, 2017.

SIGNATURES FOUND ON PAGES 9 and 10.

Developer:

Oso Bend Development Company
Attn: John W. Wallace
101 N. Shoreline Blvd. Suite 600
Corpus Christi, Texas 78401

By: _____
John W. Wallace, Vice-President

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by John W. Wallace, Vice-President Oso Bend Development Company, and acknowledged before me on the _____ day of _____, 2017.

Notary Public, State of Texas

CITY OF CORPUS CHRISTI:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
Julio Dimas
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 Julio Dimas, CFM, Development Services Interim Director, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2017.

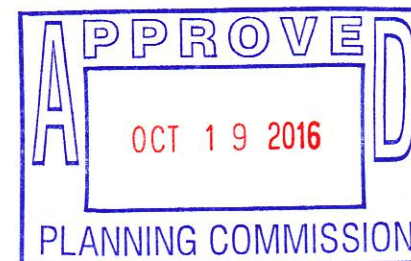
Notary Public, State Of Texas

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

Assistant City Attorney
For the City Attorney

Notes:

- 1.) Total platted area contains 14.16 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. The Oso Creek flows directly into the Oso Bay. The TCEQ has classified the aquatic life use for the Oso Bay as "exceptional" and "oyster waters" and categorized the receiving water as "contact recreation" use.
- 3.) Bearings based on GPS, NAD83, State Plane Coordinate System, Texas South Zone 4205.
- 4.) By graphic plotting only, this property is in Zone "B" on Flood Insurance Rate Map, Community Panel No. 485494 0540 C, Nueces County, Texas, which bears a revised date of March 18, 1985 and is not in a Special Flood Hazard Area.
- 5.) The yard requirement, as depicted is a requirement of the Unified Development Code and is subject to change as the zoning may change.
- 6.) Residential driveways are prohibited direct access to Yorktown Boulevard from Lots 1 through 16, Block 1; and Lot 13, Block 2.
- 7.) Residential driveways are prohibited direct access to Ranch View Drive from Lot 1, Block 1, Lots 1 and 28, Block 6 and Lot 1, Block 7.
- 8.) All temporary drainage easements shall be maintained by the Home Owners Association (HOA).
- 9.) Lot 1A, Block 1 and Lot 13A, Block 2 are landscape lots to be maintained by the Home Owners Association.



Plat of
Riverbend Subdivision
Unit 1

a 14.16 Acre Tract of Land out of Lots 22 and 23, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas; said 14.16 Acres being out of a 60.073 acre tract of land described Warranty Deed from John Wallace, Trustee to Patricia H. Wallace, Trustee #2, recorded in Document No. 2005007409, Official Public Records of Nueces County, Texas.

State of Texas
County of Nueces

Patricia H. Wallace, Trustee #2, hereby certifies that she is the owner of the lands embraced within the boundaries of the foregoing plat; that she has had said lands surveyed and subdivided as shown; that streets shown are dedicated to the public use forever; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the _____ day of _____, 20____.

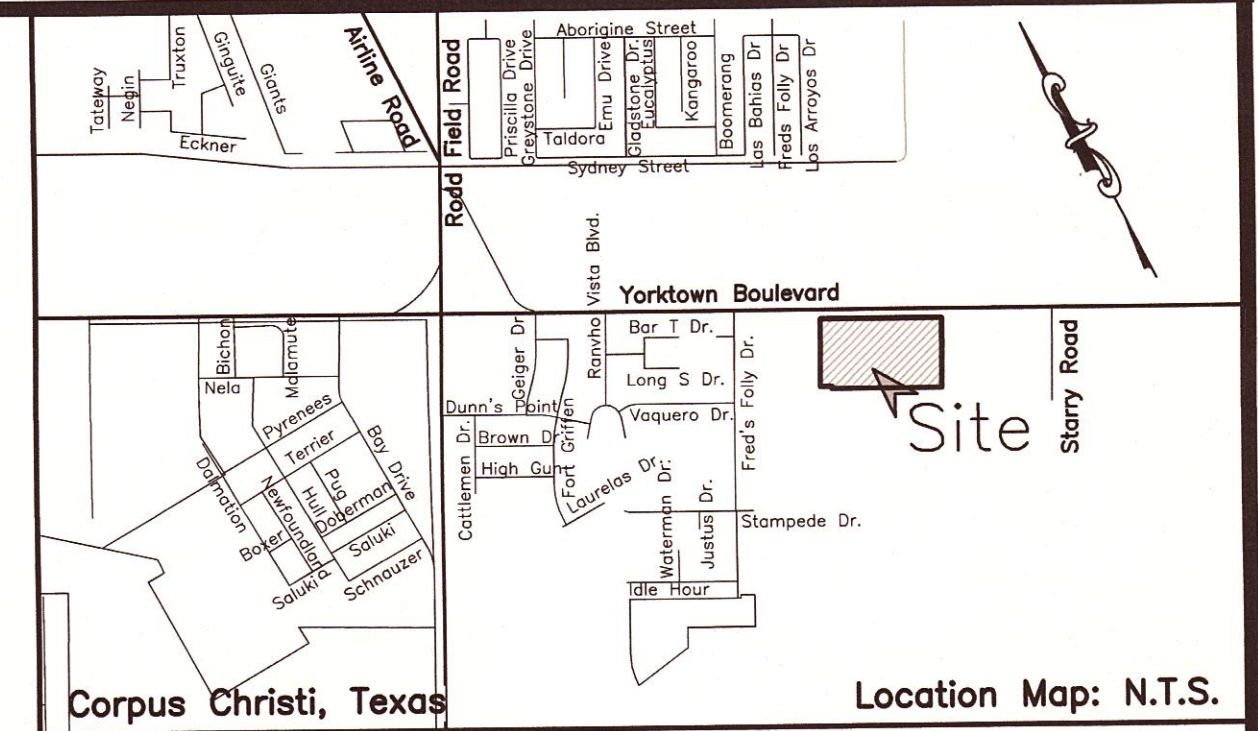
By: _____
Patricia H. Wallace, Trustee #2

State of Texas
County of Nueces

This instrument was acknowledged before me by Patricia H. Wallace, Trustee #2.

This the _____ day of _____, 20____.

Notary Public in and for the State of Texas



State of Texas
County of Nueces

This final plat of the herein described property was approved by the Department of Development Services of the City of Corpus Christi, Texas.

This the _____ day of _____, 20____.

Ratna Pottumuthu, P.E., LEED AP
Development Services Engineer

State of Texas
County of Nueces

This 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____.

Daniel McGinn, A.I.C.P.
Interim Secretary

Philip J. Ramirez, A.I.A., LEED AP, Chairman

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 said County in Volume _____, Page _____, Map Records.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, the day and year last written.

No. _____
Filed for Record

Kara Sands, County Clerk
Nueces County, Texas

at _____ O'clock _____M.
_____, 20____

By: _____
Deputy

State of Texas
County of Nueces

I, James D. Carr, a Registered Professional Land Surveyor for Urban Engineering, have prepared the foregoing map from a survey made on the ground under my direction and is true and correct to the best of my knowledge, information and belief; I have been engaged under contract to set all Lot and Block corners as shown herein and to complete such operations with due and reasonable diligence consistent with sound professional practice.

This the _____ day of _____, 20____.

James D. Carr, R.P.L.S.
Texas License No. 6458



DATE: Sept. 7, 2016
SCALE: 1"=100'
JOB NO.: 39595.B5.03
SHEET: 1 of 2
DRAWN BY: XG

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LINE	BEARING	DISTANCE
L1	N28°42'29"E	20.76'
L2	N61°17'31"W	100.00'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	20.00'	31.42'	20.00'	N73°42'29"E	28.28'
C2	90°00'00"	15.00'	23.56'	15.00'	S16°17'31"E	21.21'
C3	90°00'00"	15.00'	23.56'	15.00'	N73°42'29"E	21.21'
C4	90°00'00"	15.00'	23.56'	15.00'	S16°17'31"E	21.21'
C5	90°00'00"	15.00'	23.56'	15.00'	N73°42'29"E	21.21'
C6	90°00'00"	15.00'	23.56'	15.00'	S16°17'31"E	21.21'
C7	90°00'00"	15.00'	23.56'	15.00'	S73°42'29"W	21.21'
C8	28°04'21"	25.00'	12.25'	6.25'	N14°40'18"E	12.13'
C9	146°08'42"	60.00'	153.04'	197.14'	N73°42'29"E	114.80'
C10	28°04'21"	25.00'	12.25'	6.25'	S47°15'21"E	12.13'
C11	90°00'00"	15.00'	23.56'	15.00'	N73°42'29"E	21.21'
C12	90°00'00"	20.00'	31.42'	20.00'	N16°17'31"W	28.28'

Legend:

- 5/8 Inch Iron Rod Found
- 5/8 Inch Iron Rod with plastic cap stamped "URBAN ENGR CCTX" Found
- 5/8 Inch Iron Rod with plastic cap stamped "URBAN ENGR CCTX" Set
- Mag Nail with washer stamped "URBAN ENGR CCTX" Set

Lot 21, Section 25,
Flour Bluff and Encinal Farm
Vol. A, Pgs. 41-43, Map
Records of Nueces County, Texas
(Owner: Gulfway Shopping Center)
(Doc. No. 2004034665, O.P.R.N.C.T.)

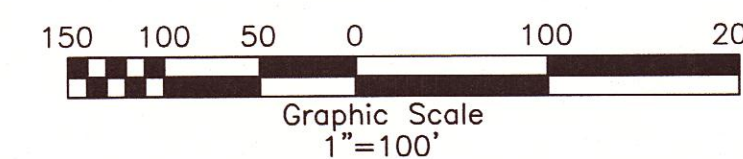
Lot 22, Section 25,
Flour Bluff and Encinal Farm
Vol. A, Pgs. 41-43, Map
Records of Nueces County, Texas
(Owner: Patricia Wallace, Trustee #2)
(Doc. No. 2005007409, O.P.R.N.C.T.)

Lot 23, Section 25,
Flour Bluff and Encinal Farm
Vol. A, Pgs. 41-43, Map
Records of Nueces County, Texas
(Owner: Patricia Wallace, Trustee #2)
(Doc. No. 2005007409, O.P.R.N.C.T.)



Plat of Riverbend Subdivision Unit 1

a 14.16 Acre Tract of Land out of Lots 22 and 23, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41-43, Map Records of Nueces County, Texas; said 14.16 Acres being out of a 60.073 acre tract of land described Warranty Deed from John Wallace, Trustee to Patricia H. Wallace, Trustee #2, recorded in Document No. 2005007409, Official Public Records of Nueces County, Texas.



DATE: Sept. 7, 2016
SCALE: 1"=100'
JOB NO.: 39595.B5.03
SHEET: 2 of 2
DRAWN BY: XG

APPLICATION FOR WATERLINE REIMBURSEMENT

We, Oso Bend Development Company, 101 N. Shoreline, Suite 600, Corpus Christi, TX 78401, Developers of proposed Riverbend Subdivision Unit 1, hereby request reimbursement of \$117,667.45 for the installation of the grid main water line, 12" C-900 PVC, in conjunction with said lot, as provided for by City Ordinance No. 17092. \$117,667.45 is the construction cost, including 11.5% Engineering, testing and Surveying, less the lot/acreage fee, as shown by the cost supporting documents attached herewith.



John W. Wallace, Vice-President
Oso Bend Development Company

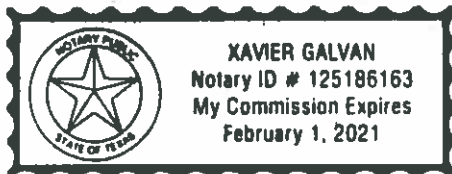
4-17-17

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on April 17, 2017, by John W. Wallace, Vice-President, of Oso Bend Development Company, a Texas Corporation, on behalf of the said corporation.





Notary Public in and for the State of Texas

CERTIFICATION

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

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



Development Services Engineer

4/28/2017

(Date)

APPLICATION FOR WATERLINE CREDIT

We, Oso Bend Development Company, 101 N. Shoreline, Suite 600, Corpus Christi, Texas 78401, Developers of proposed Riverbend Subdivision Unit 1, hereby apply for \$13,650.00 credit towards the water lot/acreage fee for the installation of the grid main water line, 12" C-900 PVC, as provided for by City Ordinance No. 17092. \$131,317.45 is the construction cost, including 11.5% Engineering, testing and Surveying, as shown by the cost supporting documents attached herewith.



John W. Wallace, Vice-President
Oso Bend Development Company

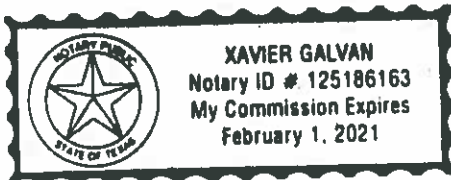
4-17-17

Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on April 17,
2017, by John W. Wallace, Vice-President, of Oso Bend Development Company, a
Texas Corporation, on behalf of the said corporation.





Notary Public in and for the State of Texas

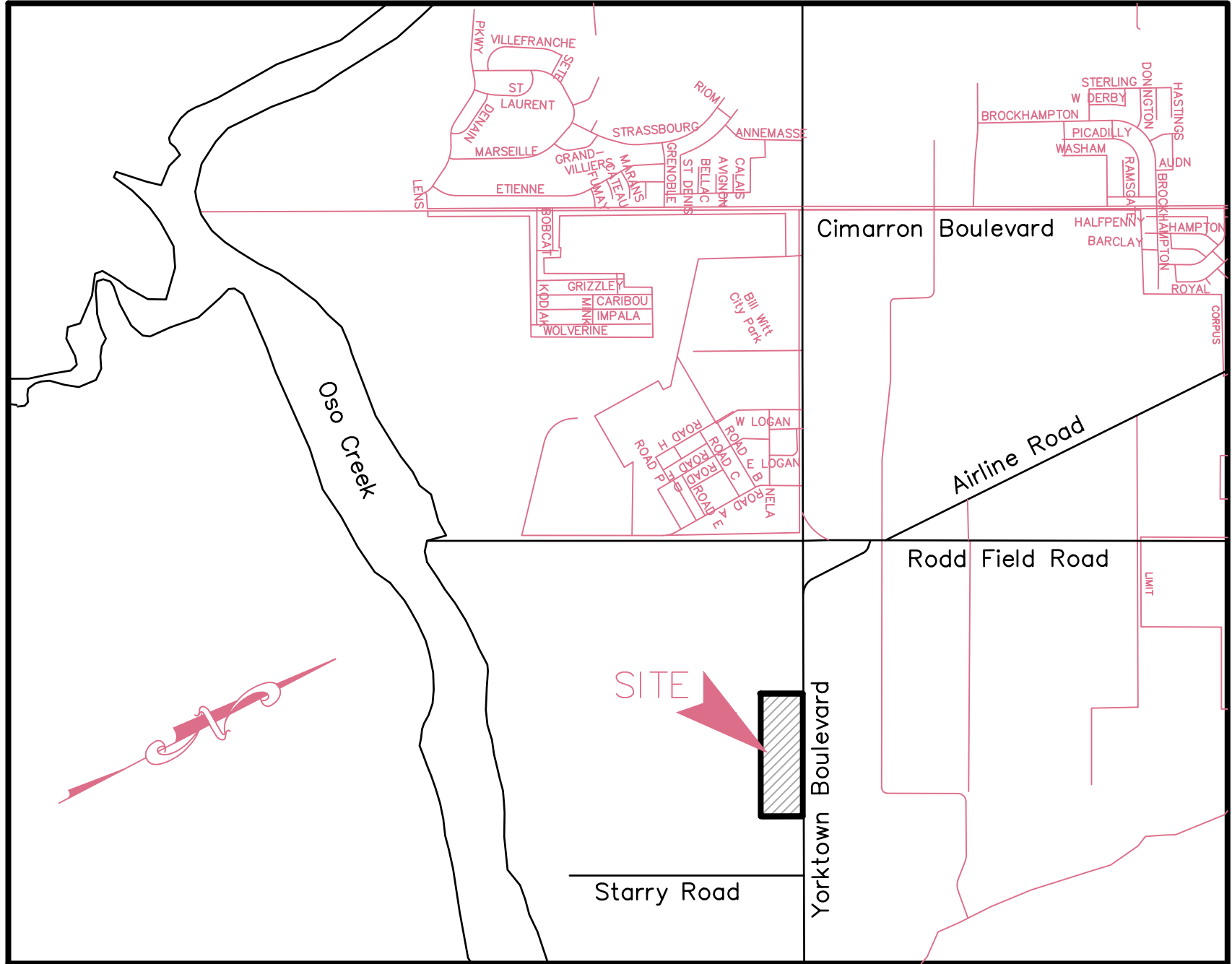
CONSTRUCTION PLANS FOR PAVING, WATER, SANITARY SEWER AND STORM SEWER IMPROVEMENTS RIVER BEND RANCH – PHASE 1 CORPUS CHRISTI, TEXAS

THE FOLLOWING STANDARD SHEETS SPECIFICALLY IDENTIFIED BELOW HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

 , P.E. 11/18/2016

CITY STANDARDS

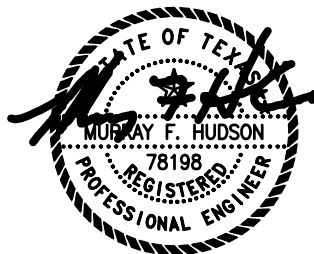
- CITY OF C.C. STANDARD WATER DETAILS 1 OF 5
- CITY OF C.C. STANDARD WATER DETAILS 2 OF 5
- CITY OF C.C. STANDARD WATER DETAILS 3 OF 5
- CITY OF C.C. STANDARD WATER DETAILS 4 OF 5
- CITY OF C.C. STANDARD WATER DETAILS 5 OF 5
- CITY OF C.C. STANDARD SANITARY SEWER DETAILS 1 OF 5
- CITY OF C.C. STANDARD SANITARY SEWER DETAILS 2 OF 5
- CITY OF C.C. STANDARD SANITARY SEWER DETAILS 3 OF 5
- CITY OF C.C. STANDARD SANITARY SEWER DETAILS 4 OF 5
- CITY OF C.C. STANDARD SANITARY SEWER DETAILS 5 OF 5
- CITY OF C.C. STANDARD STORM SEWER DETAILS 1 OF 2
- CITY OF C.C. STANDARD STORM SEWER DETAILS 2 OF 2
- CITY OF C.C. STANDARD DRIVEWAY DETAILS 1 OF 2
- CITY OF C.C. STANDARD DRIVEWAY DETAILS 2 OF 2
- CITY OF C.C. STANDARD CURB, GUTTER AND SIDEWALK DETAILS 1 OF 1



LOCATION MAP N.T.S.

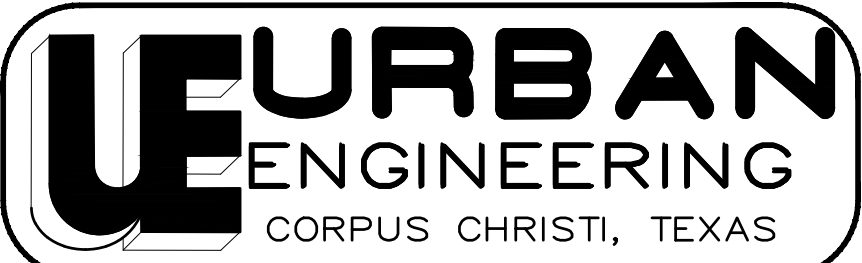
NOTE:
CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE CITY OF CORPUS CHRISTI CONSTRUCTION INSPECTION DEPARTMENT (826-1738) AT LEAST THREE WORKING DAYS IN ADVANCE OF BEGINNING ANY WORK ON PUBLIC IMPROVEMENTS. PUBLIC IMPROVEMENTS INCLUDE WATER, SANITARY SEWER, STORM SEWER AND STREET OR DRIVEWAY WORK ON OR TIEING INTO PUBLIC FACILITIES.

Sheet List Table	
Sheet Number	Sheet Title
1	COVER PAGE AND SHEET INDEX
2	LEGEND AND GENERAL NOTES
3	PAVING AND GRADING PLAN SHEET 1
4	WATER LAYOUT
5	OFFSITE WATER LAYOUT
6	SANITARY SEWER LAYOUT
7	OFFSITE SANITARY SEWER PLAN
8	SANITARY SEWER PROFILES SHEET 1
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11	SANITARY SEWER PROFILES SHEET 4
12	STORM LAYOUT
13	STORM SEWER PROFILES SHEET 1
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15	OFFSITE DITCH LAYOUT SHEET 1
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17	DRAINAGE PLAN
18	POLLUTION PREVENTION PLAN
19	OFF-SITE POLLUTION PREVENTION PLAN
20	PAVING DETAILS
21	SIGN AND DRIVEWAY DETAILS
22	DIRT SPREAD MAP



THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY MURRAY F. HUDSON, P.E.
TX. REG. 78198 (11/18/2016)

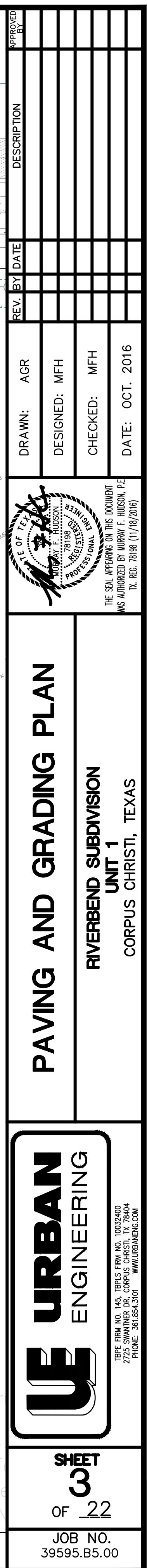
ENGINEER: MURRY F. HUDSON, P.E.



P.O. BOX 6355, CORPUS CHRISTI, TEXAS 78466-6355
PHONE: (361) 854-3101 FAX: (361) 854-6001

JOB NO. 39595.B5.00
DATE: NOVEMBER 2016

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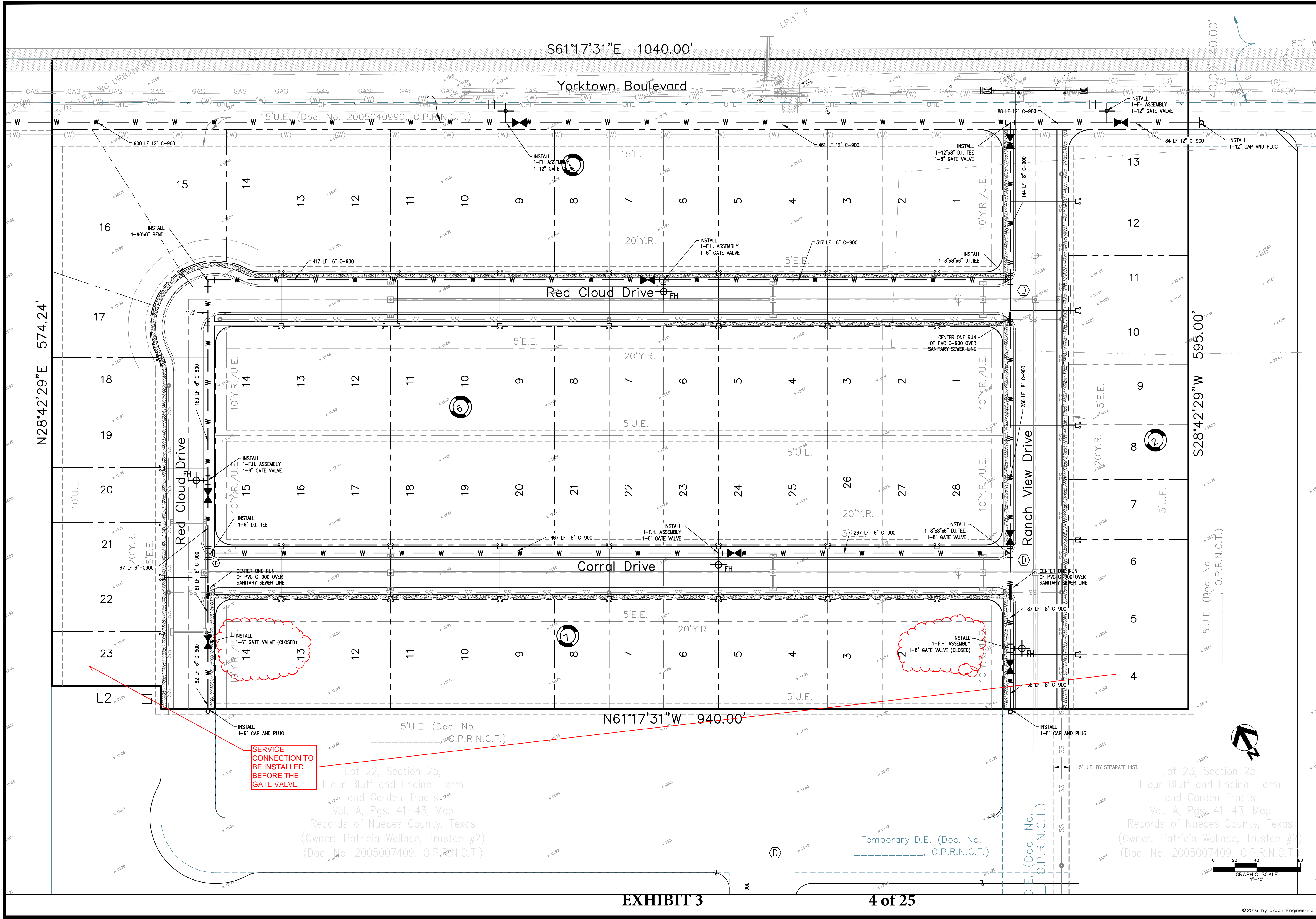


EXHIBIT 3

4 of 25

DESCRIPTION	
APPROVED	
REV. BY	DATE
DRAWN: AGR	
DESIGNED: MFH	
CHECKED: MFH	
DATE: OCT. 2016	

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WATER UTILITY LAYOUT

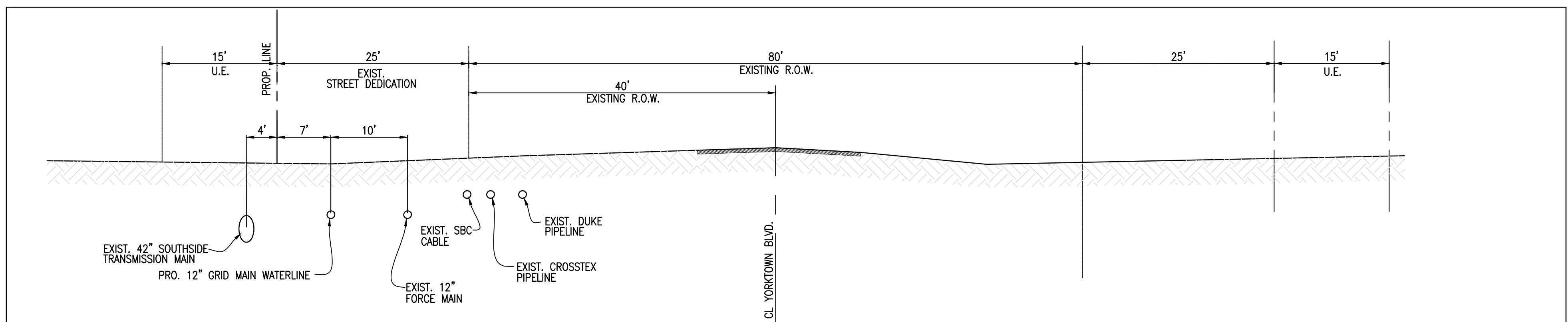
RIVERBEND SUBDIVISION
UNIT 1
CORPUS CHRISTI, TEXAS


URBAN ENGINEERING

TYPE FIRM NO. 145, TYPE'S FIRM NO. 1032400
2725 SWANWICK DR. CORPUS CHRISTI, TX 78404
PHONE: 361-282-5371 WWW.URBANENR.COM

SHEET 4
OF 22

JOB NO.
39595.B5.00





URBAN
ENGINEERING

THREE FIRM NO. 145, TBECS FIRM NO. 0037660
 2725 SWANNANEE DR., CORPUS CHRISTI, TX 78404
 PHONE: 361.854.3307 WWW.URBANEING.COM

SHEET
5
 OF 22

JOB NO.
 39595.B5.00

DESIGN FLOWS FOR SANITARY SEWERS ARE BASED ON MASTER PLAN LIFT STATION #14 PREVIOUSLY APPROVED AND CONSTRUCTED.

MATCH LINE SHEET 6

EASEMENTS TO BE RECORDED PRIOR TO THE ACCEPTANCE OF PUBLIC UTILITIES

Include the easement with the plat

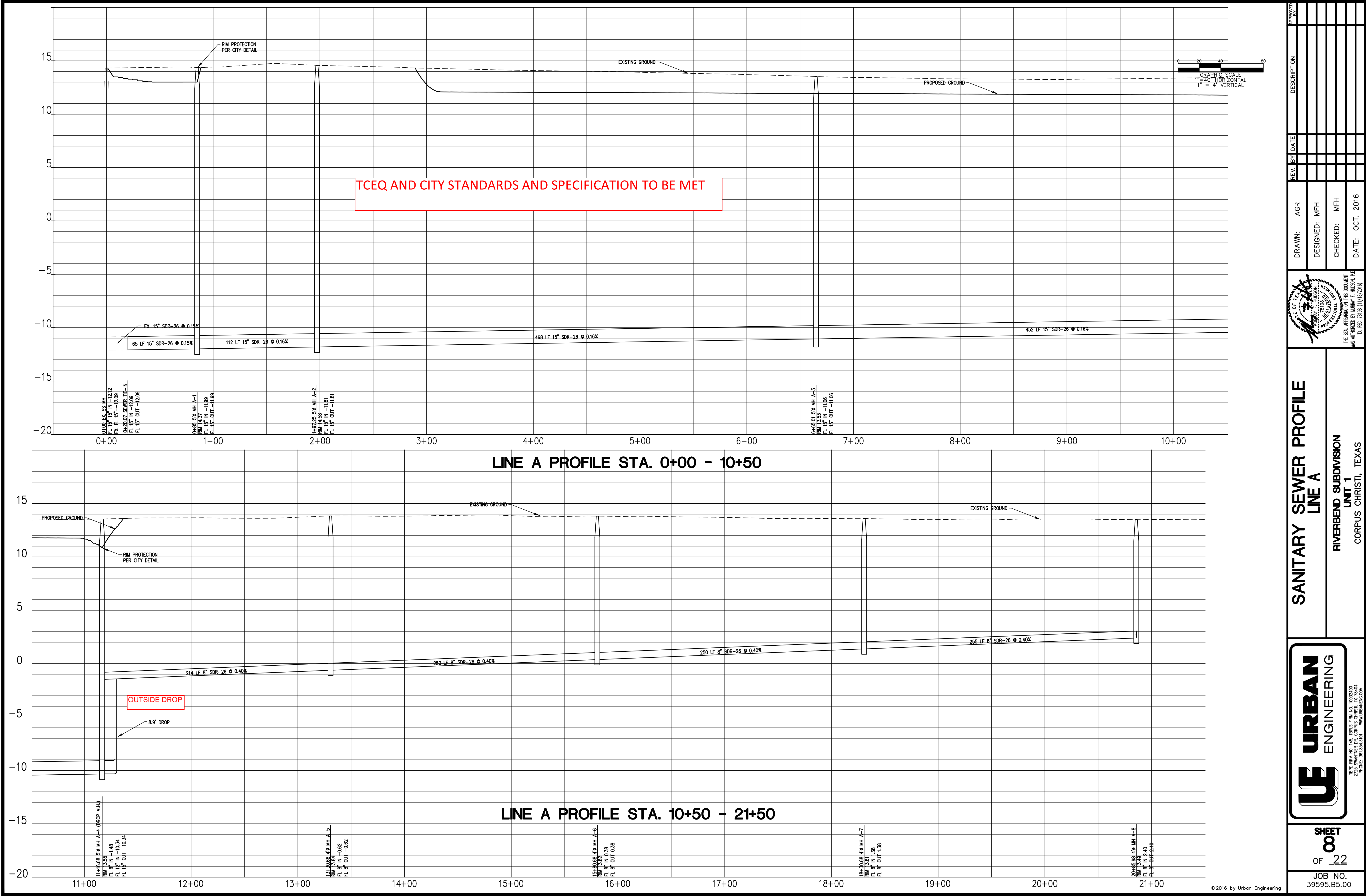
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0 50 100 200
GRAPHIC SCALE
1"=100'

7 of 25

7 of 25

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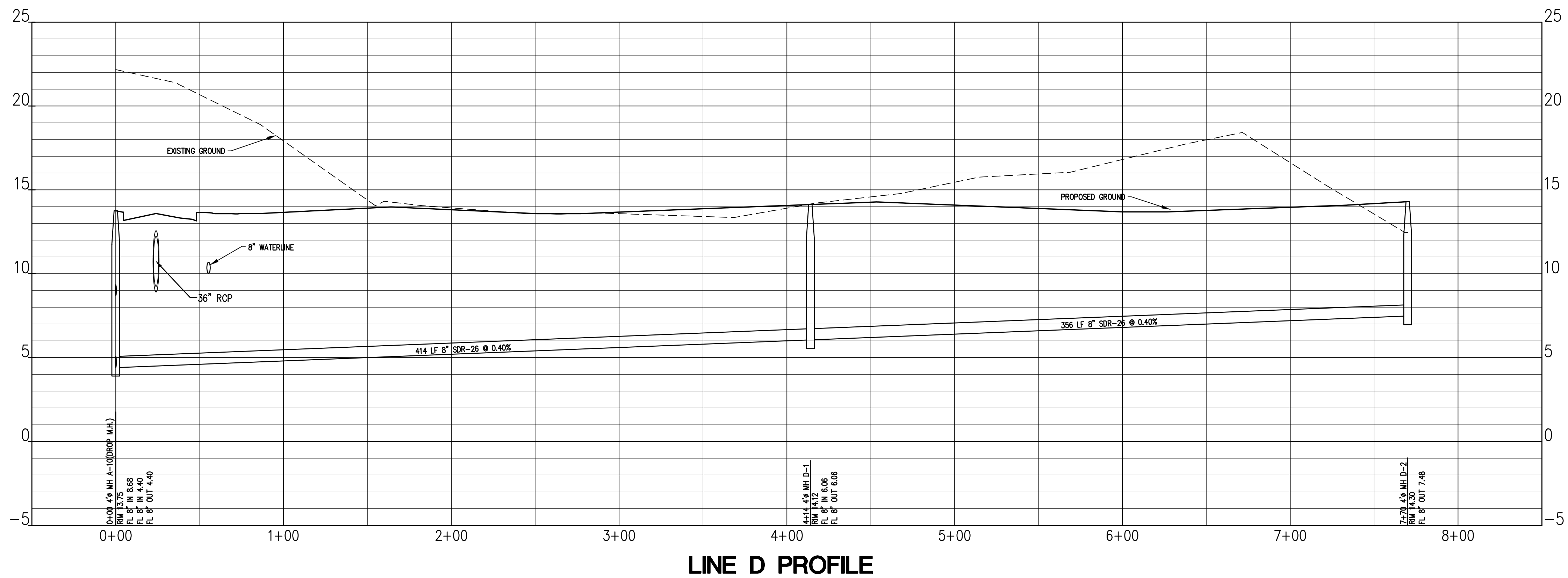
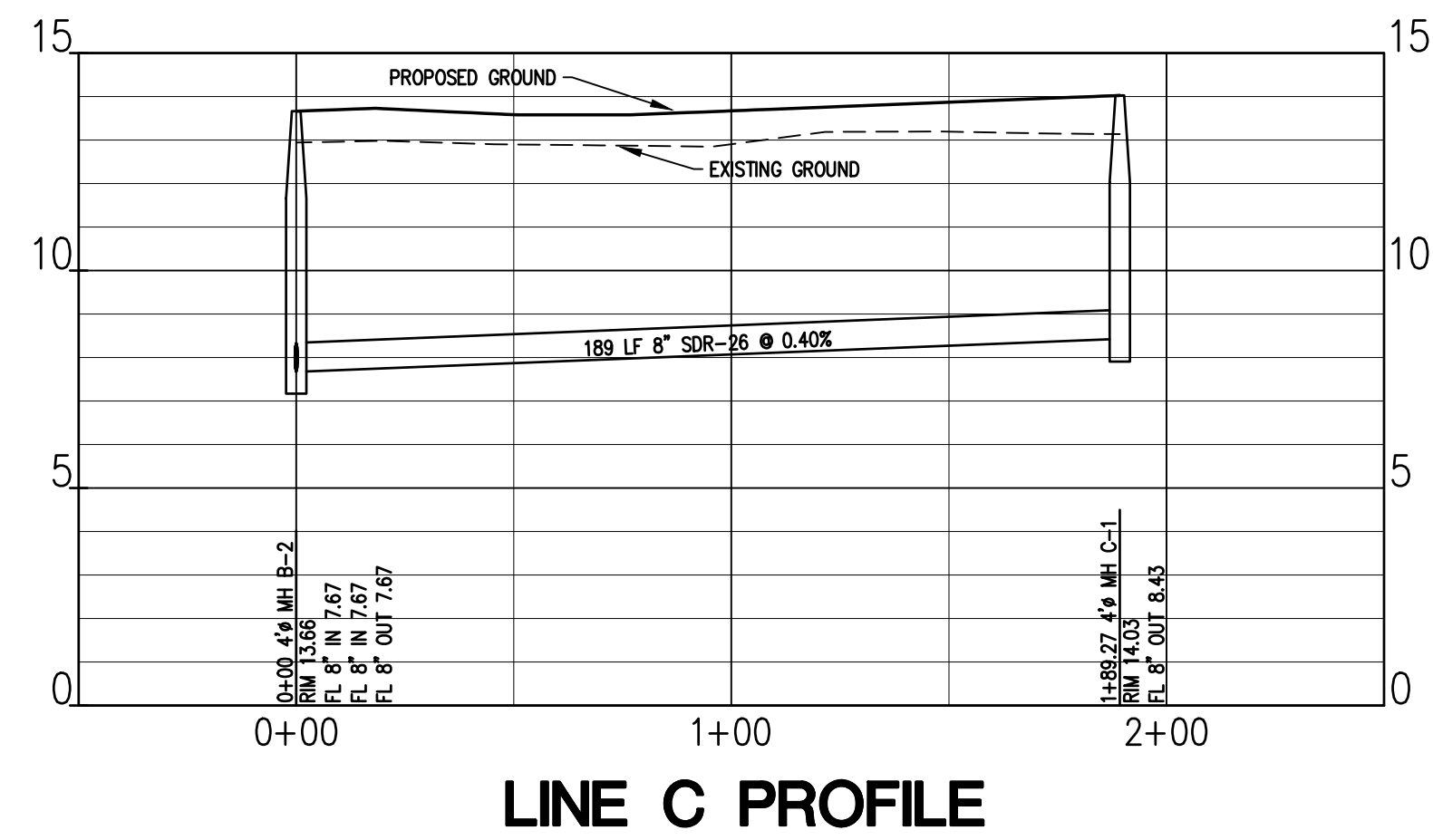
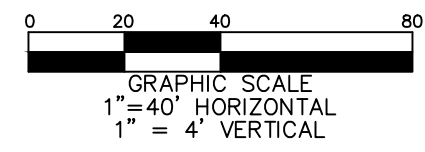


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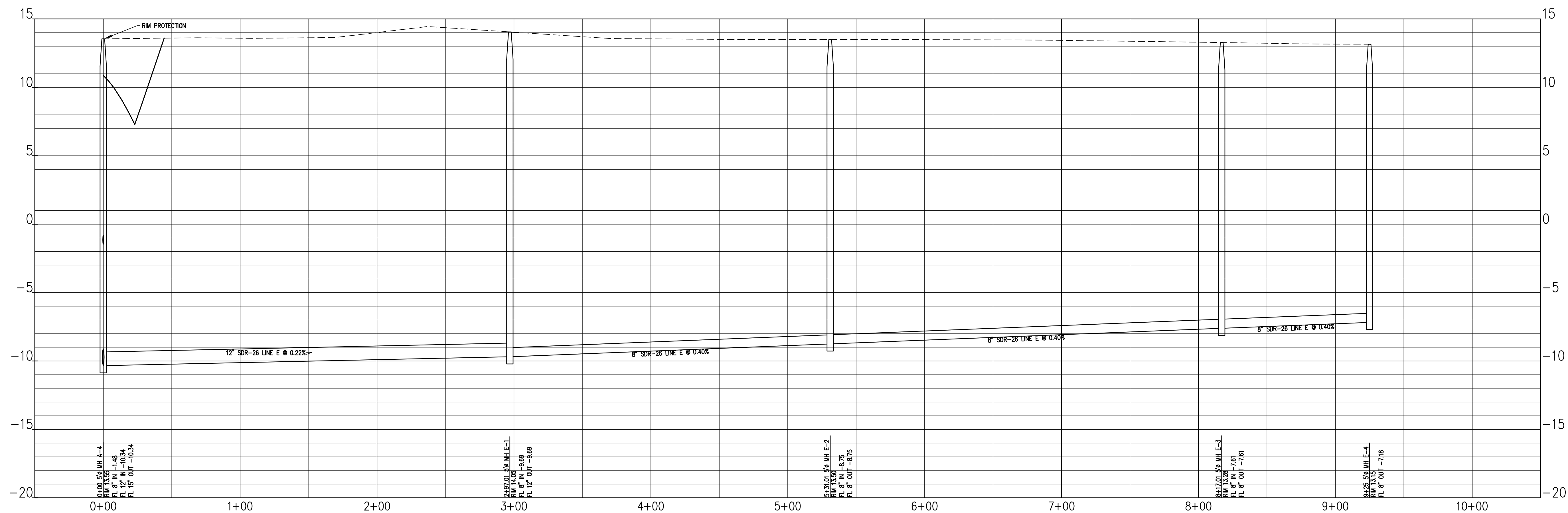


TCEQ AND CITY STANDARDS AND SPECIFICATION TO BE MET

[illegible]

**LINE 'E' TO BE CONSTRUCTED
BY SEPARATE CONTRACT.**

TCEQ AND CITY STANDARDS AND SPECIFICATION TO BE MET



LINE E PROFILE


EXHIBIT 3

11 of 25

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SHEET
11
OF 22

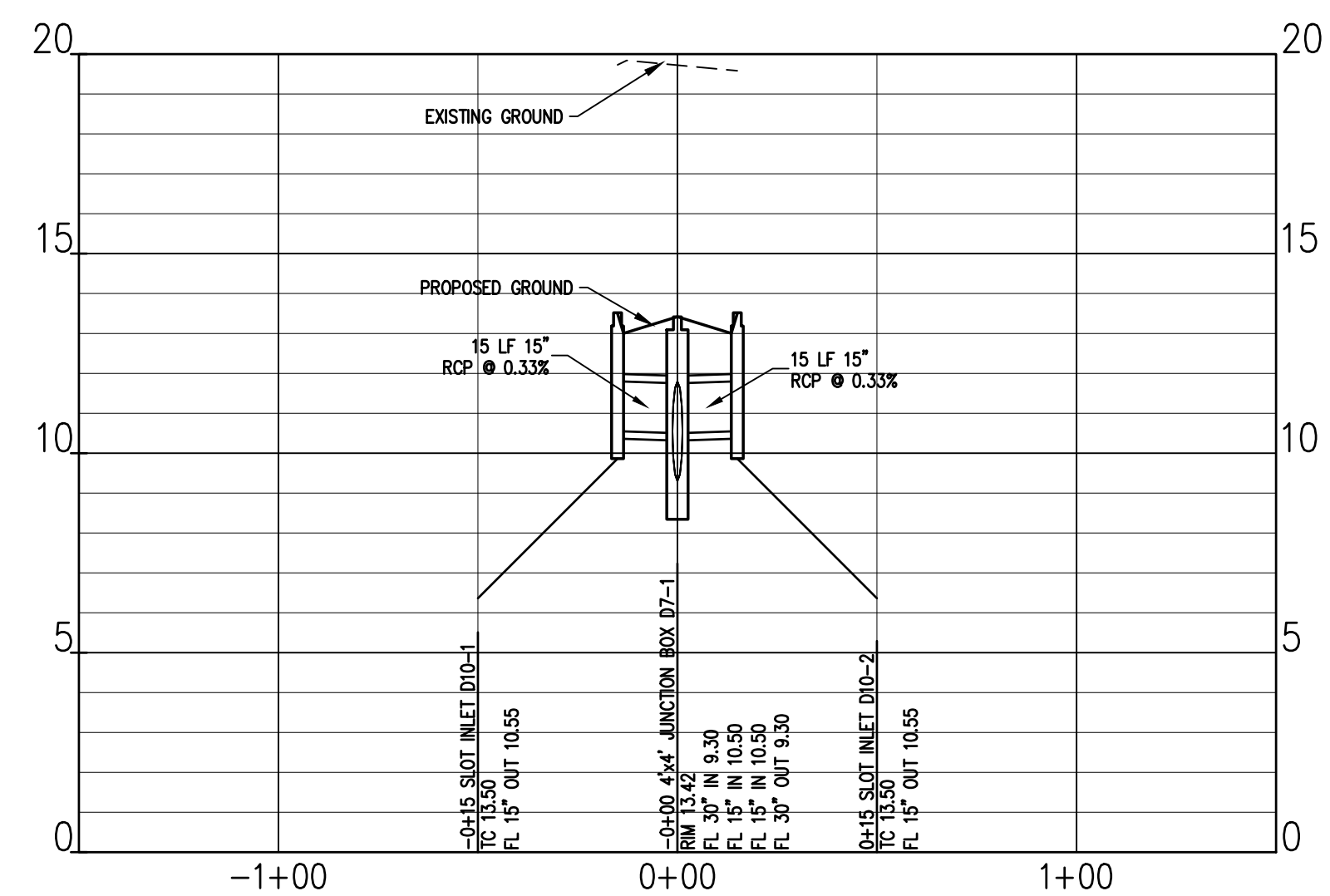
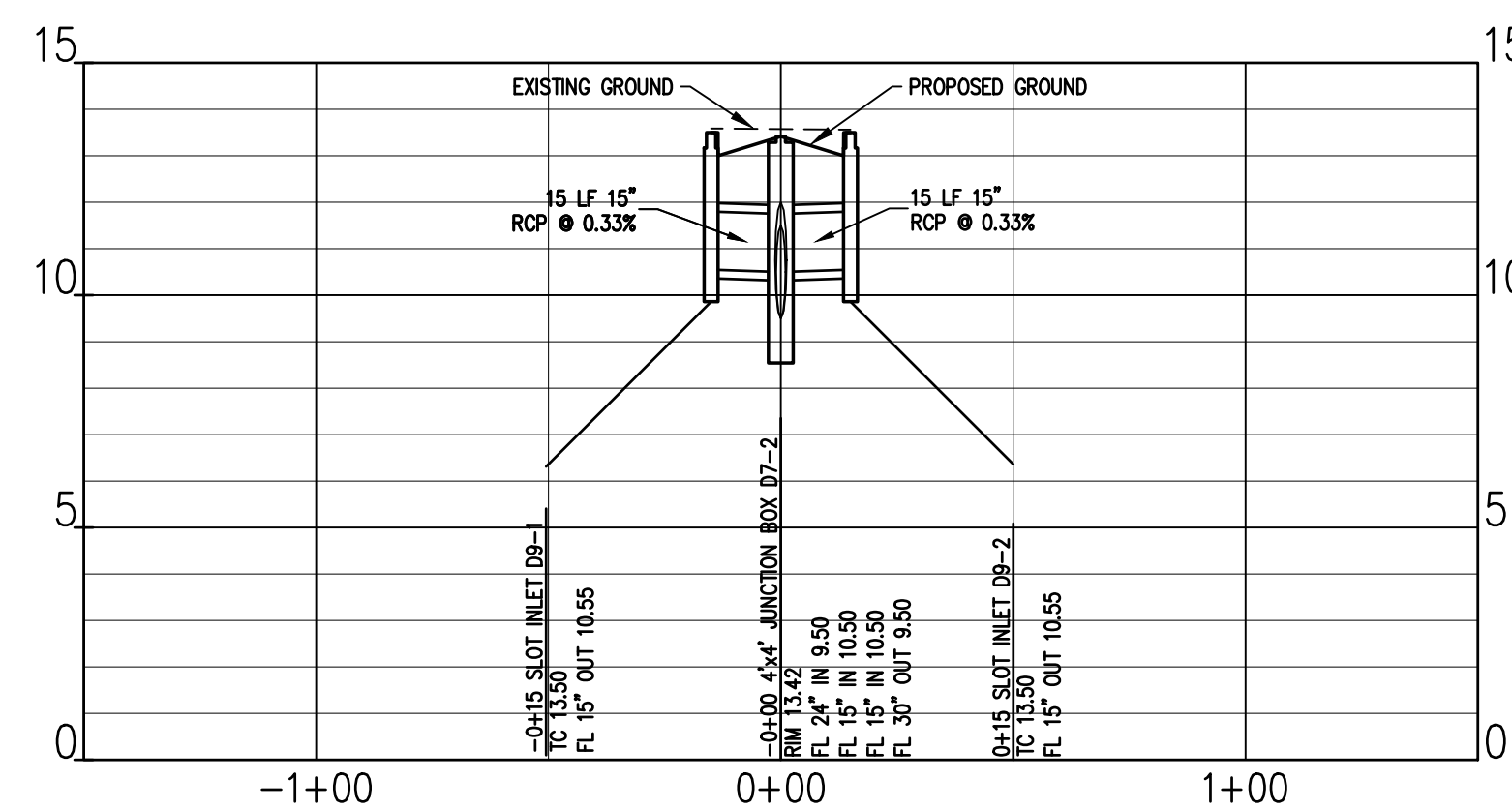
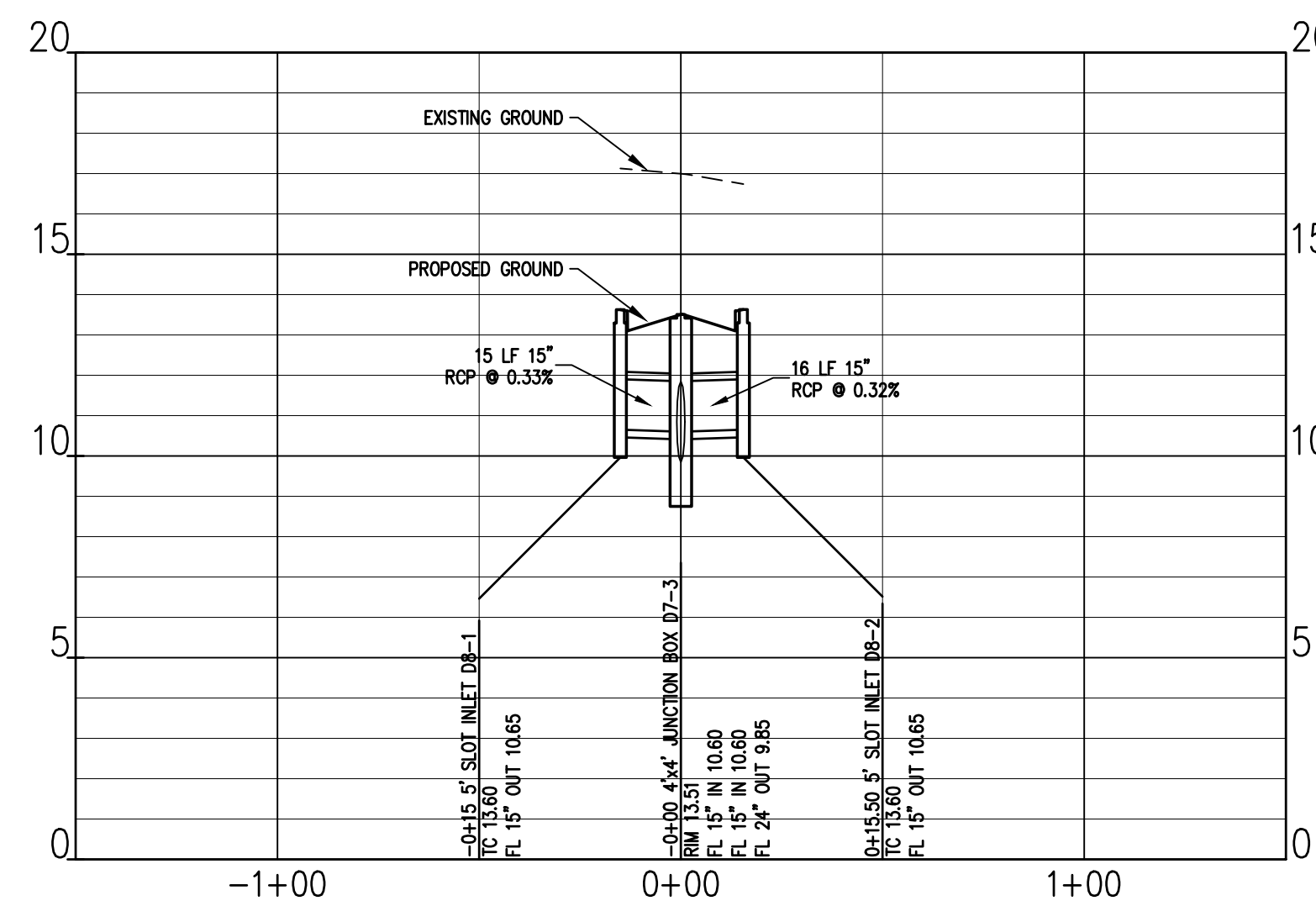
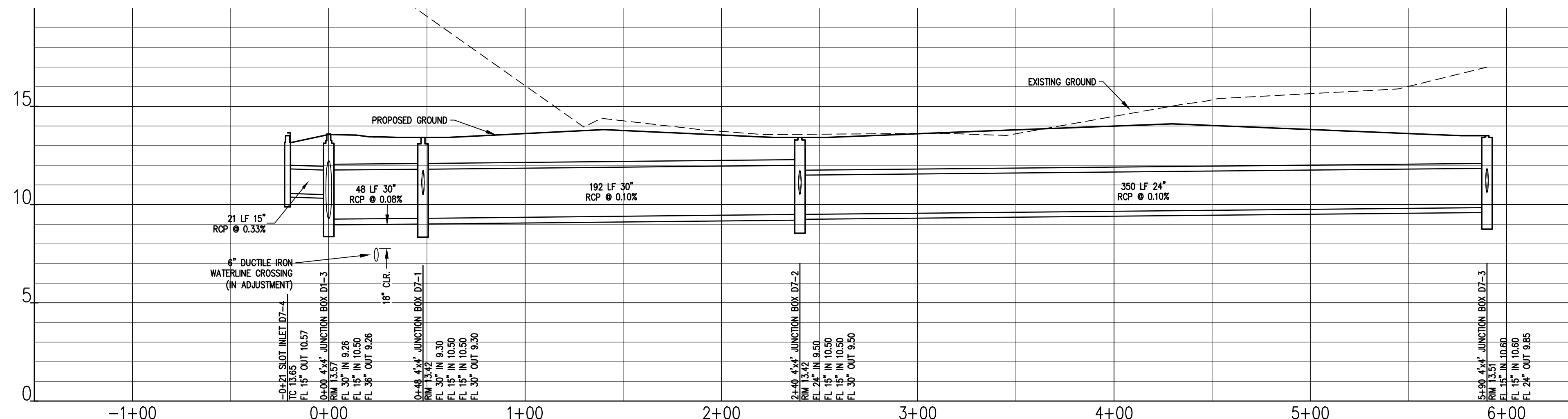
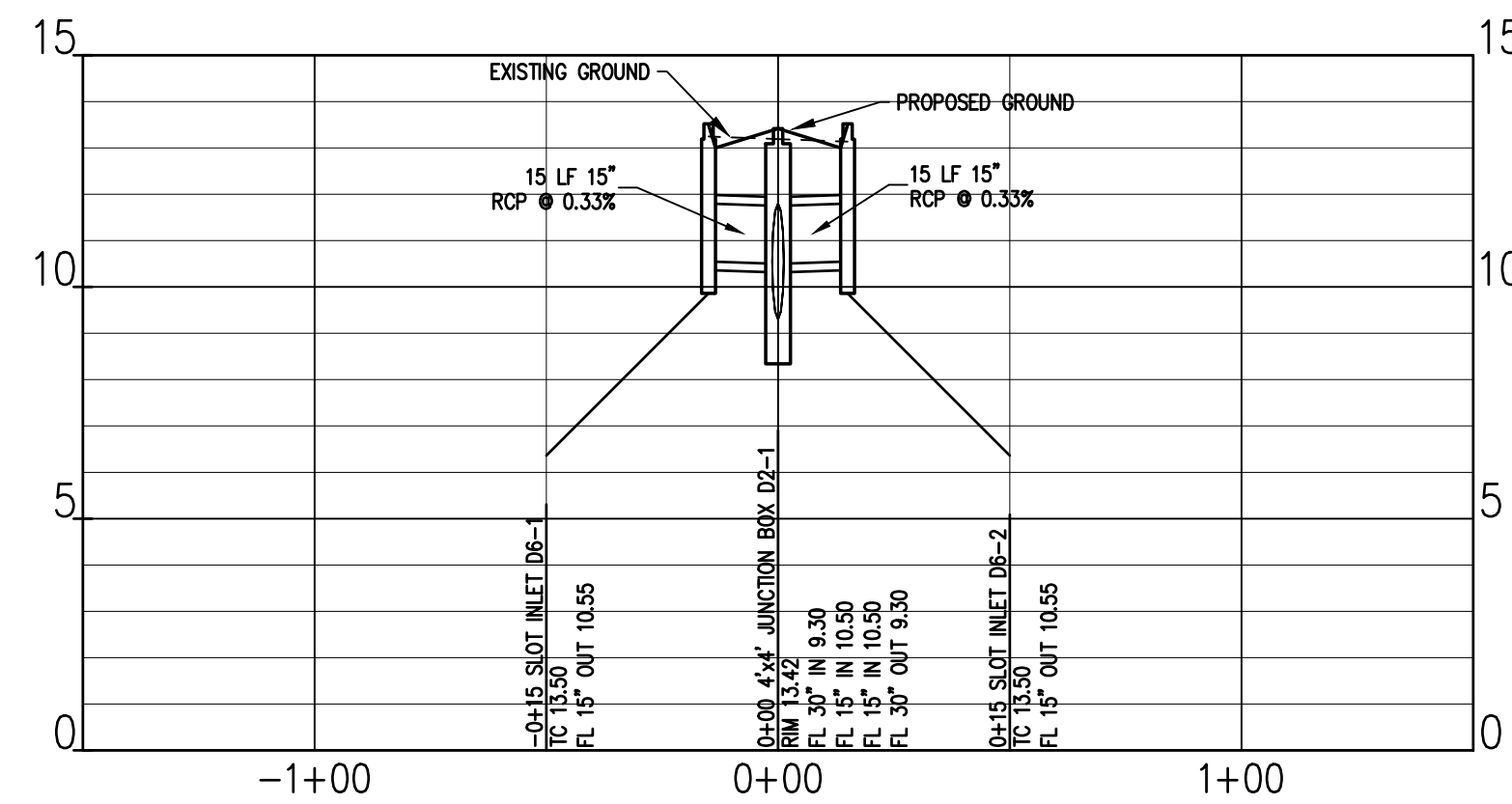
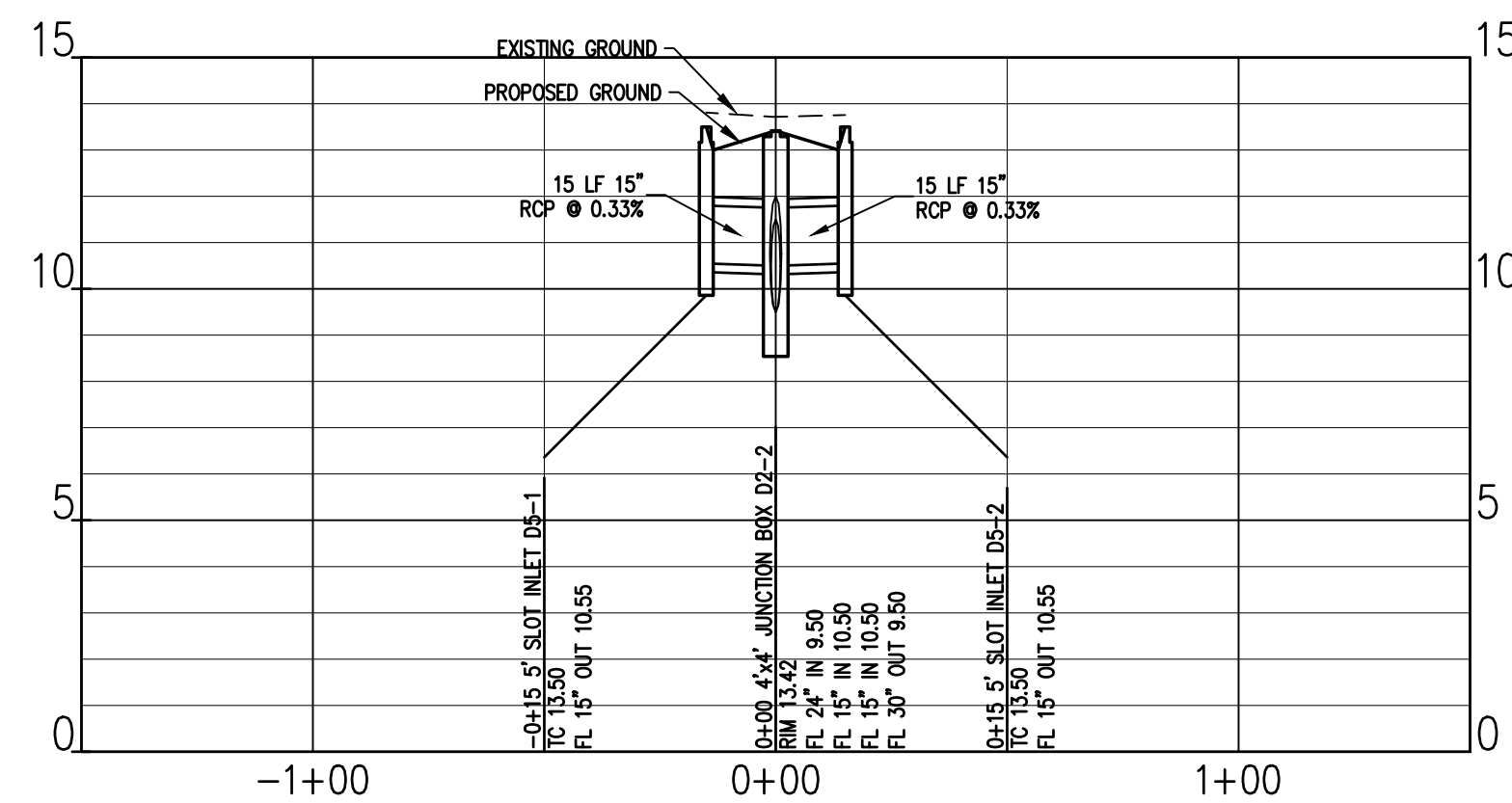
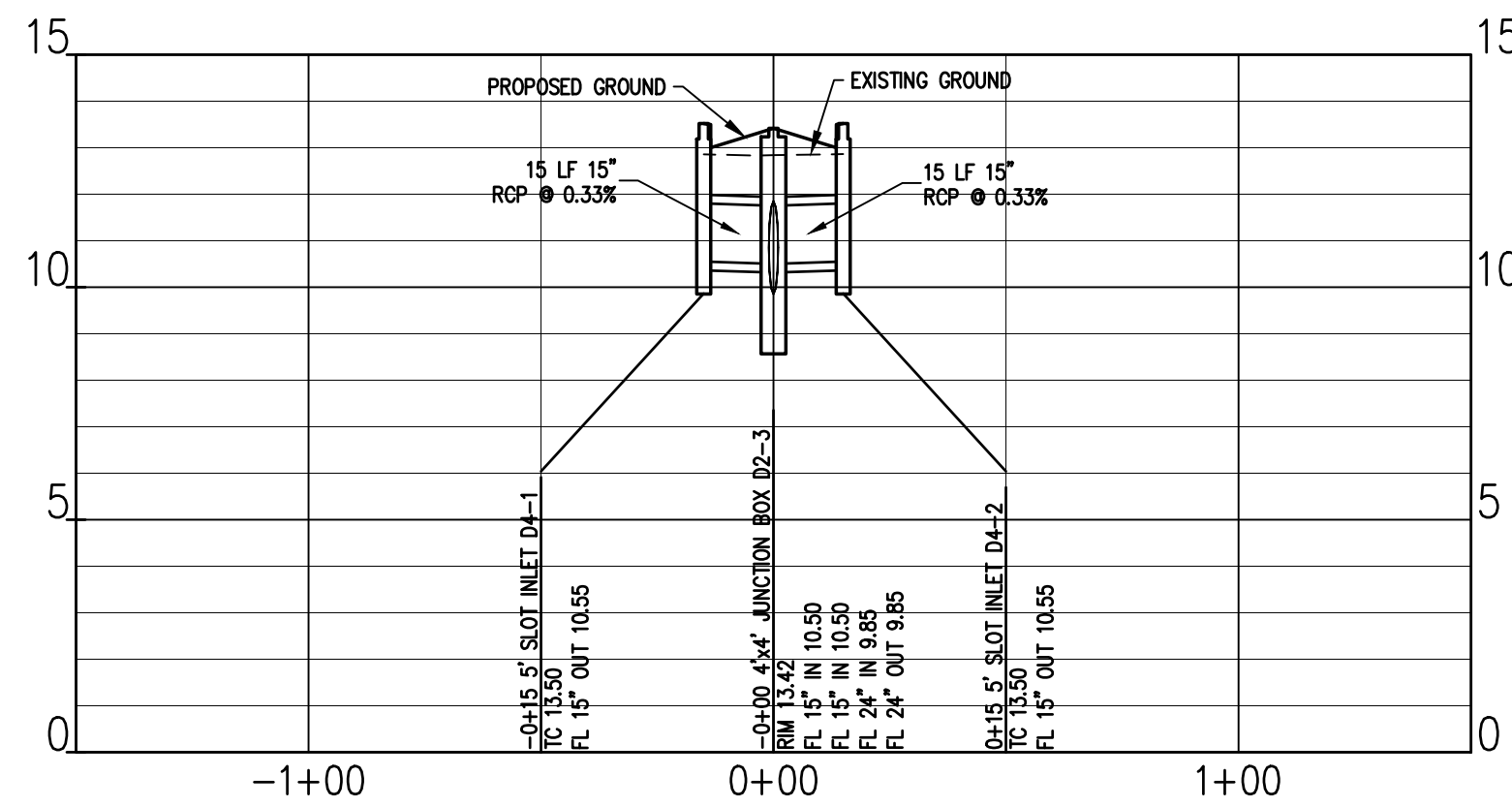
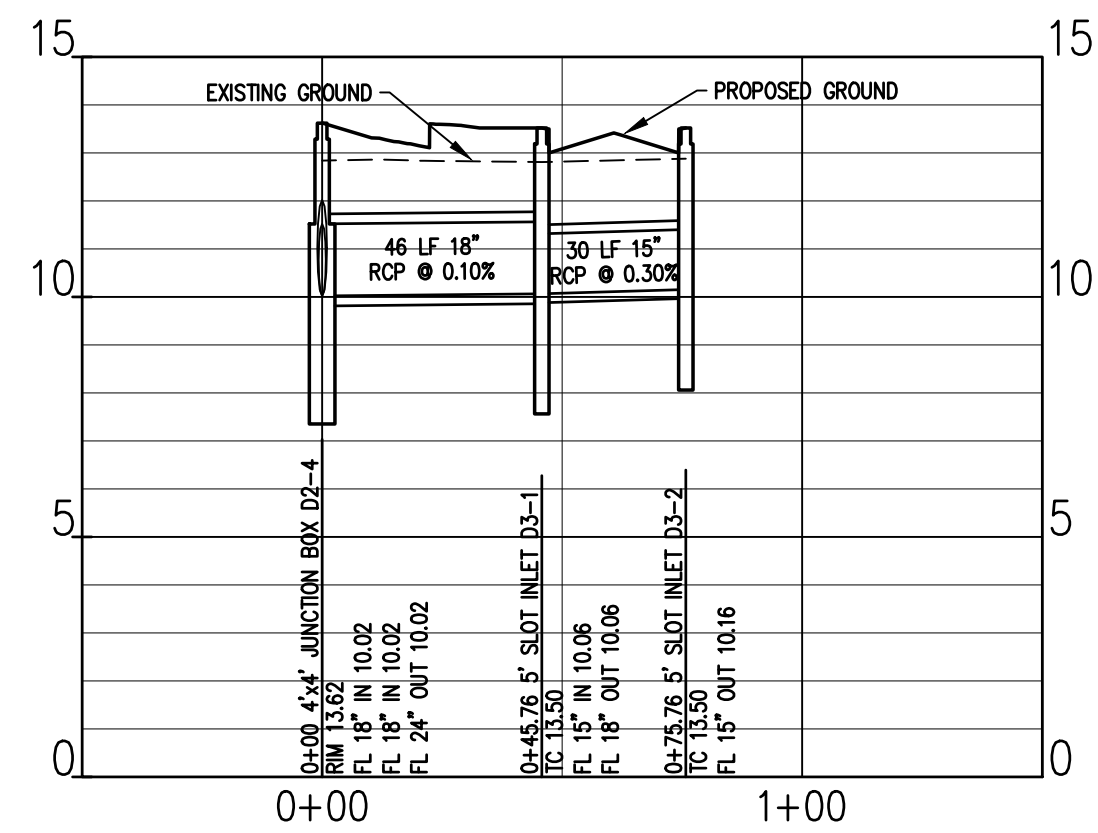
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 <p>THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MURRAY F. HUDSON, P.E. T.L. REG. 78188 (11/16/2016)</p>	DRAWN: AGR	REV.	BY	DATE	DESCRIPTION	APPROVED BY
	DESIGNED: MFH					
	CHECKED: MFH					
	DATE: OCT. 2016					

SANITARY SEWER PROFILE LINE E

**RIVERBEND SUBDIVISION
UNIT 1
CORPUS CHRISTI, TEXAS**

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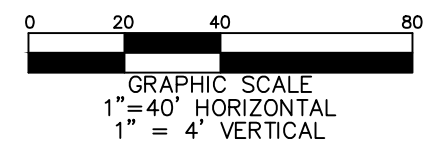


CITY STANDARDS AND SPECIFICATION TO BE MET

LINE D9 PROFILE

LINE D10 PROFILE

EXHIBIT 3



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DATE: OCT. 2016					

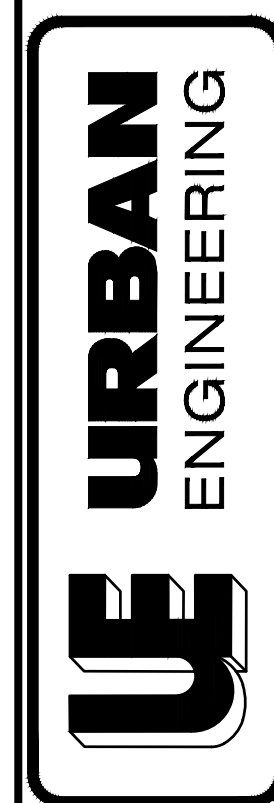
THE SEAL APPEARING ON THIS DOCUMENT
 WAS AUTHORIZED BY MURRAY F. HUDSON, P.E.
 TX. REG. 78198 (11/18/2016)

STORM SEWER PROFILES LINES D3-D10

RIVERBEND SUBDIVISION

UNIT 1
CHRISTI, TEXAS

UNIT 1
CORPUS CHRISTI, TEXAS



SHEET
14
OF 22

JOB NO.
39595.B5.00

14 of 25

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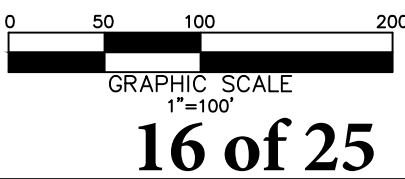
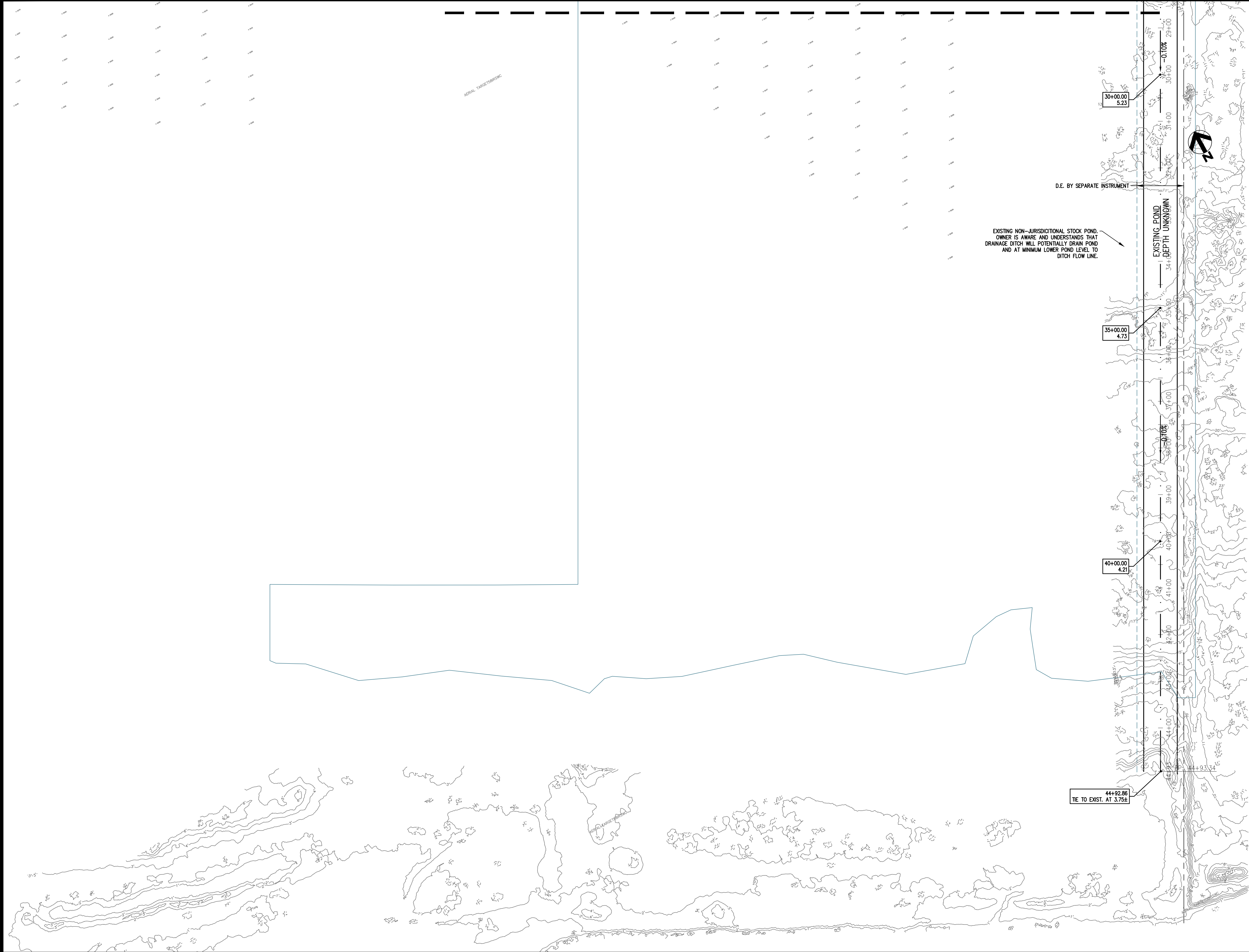
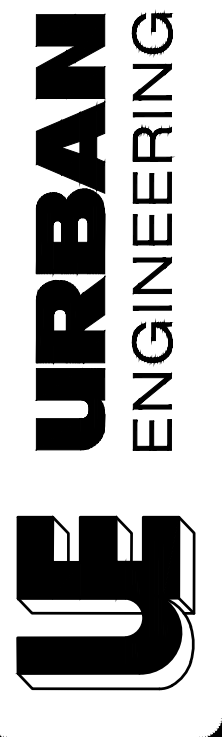

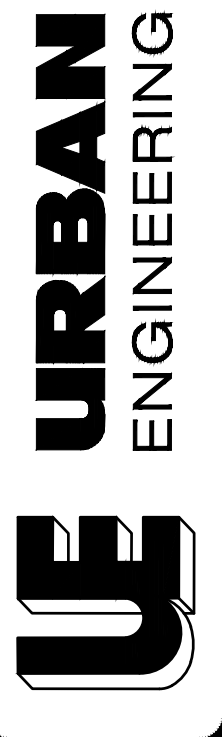
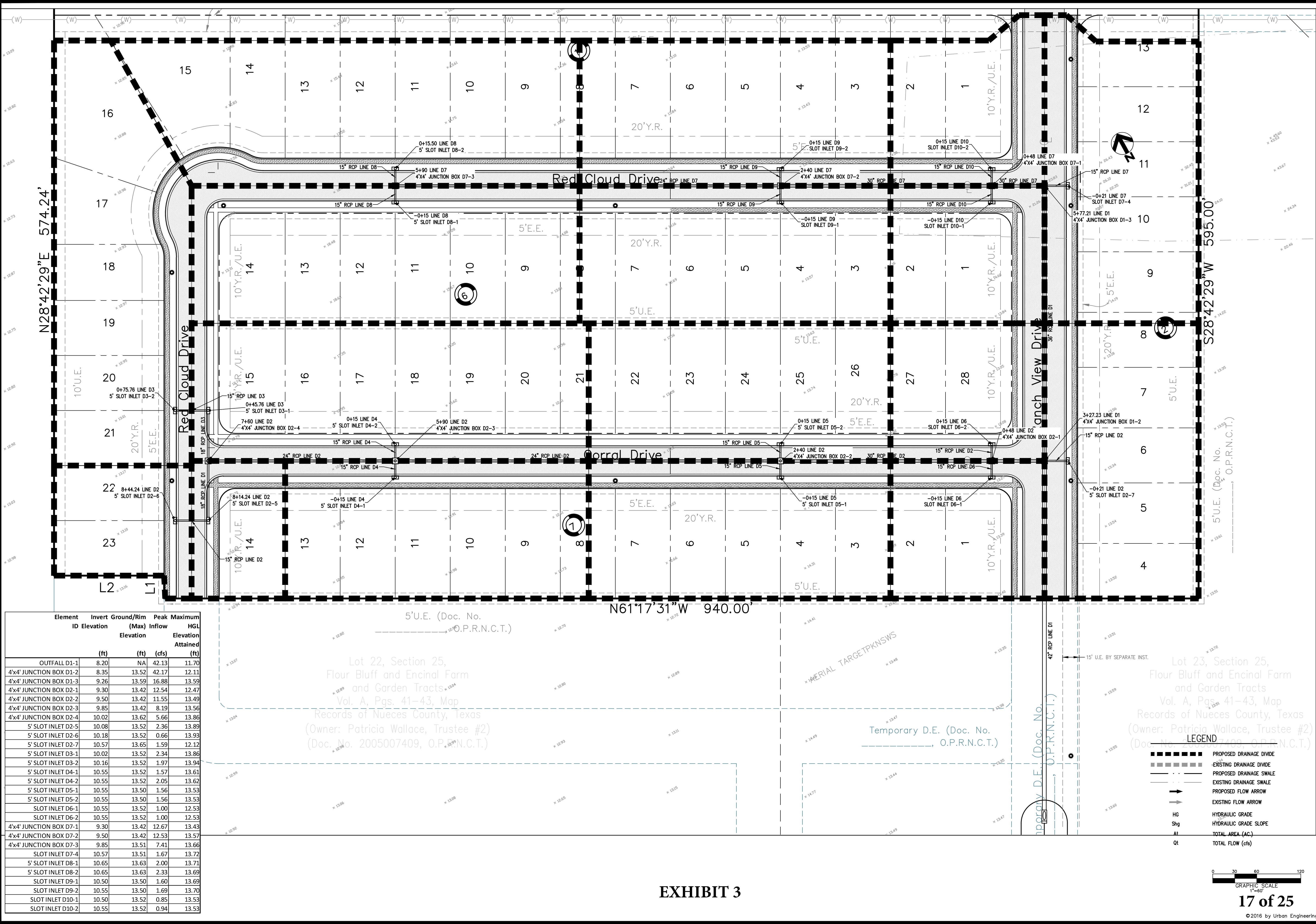


EXHIBIT 3

 URBAN ENGINEERING URBAN ENGINEERING, INC. 145 TIBB'S FIRM NO. 1032400 2725 SWANWICK BLVD., CORPUS CHRISTI, TEXAS 78404 PHONE: 361.555.9171 WWW.URBANENGINEERING.COM	OFFSITE DITCH LAYOUT - SHEET 2				DRAWN: AGR	REV.	BY	DATE	DESCRIPTION	APPROVED
					DESIGNED: MFH					
					CHECKED: MFH					
					DATE: OCT. 2016					
 URBAN ENGINEERING URBAN ENGINEERING, INC. 145 TIBB'S FIRM NO. 1032400 2725 SWANWICK BLVD., CORPUS CHRISTI, TEXAS 78404 PHONE: 361.555.9171 WWW.URBANENGINEERING.COM		RIVERBEND SUBDIVISION UNIT 1 CORPUS CHRISTI, TEXAS								
SHEET 16 OF 22										
JOB NO. 39595.B5.00										

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Element ID	Invert Elevation (ft)	Ground/Rim Elevation (ft)	Peak Inflow (cfs)	Maximum HGL Elevation (ft)
OUTFALL D1-1	8.20	NA	42.13	11.70
4"x4" JUNCTION BOX D1-2	8.35	13.52	42.17	12.11
4"x4" JUNCTION BOX D1-3	9.26	13.59	16.88	13.59
4"x4" JUNCTION BOX D2-1	9.30	13.42	12.54	12.47
4"x4" JUNCTION BOX D2-2	9.50	13.42	11.55	13.49
4"x4" JUNCTION BOX D2-3	9.85	13.42	8.19	13.56
4"x4" JUNCTION BOX D2-4	10.02	13.62	5.66	13.86
5' SLOT INLET D2-5	10.08	13.52	2.36	13.89
5' SLOT INLET D2-6	10.18	13.52	0.66	13.93
5' SLOT INLET D2-7	10.57	13.65	1.59	12.12
5' SLOT INLET D3-1	10.02	13.52	2.34	13.86
5' SLOT INLET D3-2	10.16	13.52	1.97	13.94
5' SLOT INLET D4-1	10.55	13.52	1.57	13.61
5' SLOT INLET D4-2	10.55	13.52	2.05	13.62
5' SLOT INLET D5-1	10.55	13.50	1.56	13.53
5' SLOT INLET D5-2	10.55	13.50	1.56	13.53
SLOT INLET D6-1	10.55	13.52	1.00	12.53
SLOT INLET D6-2	10.55	13.52	1.00	12.53
4"x4" JUNCTION BOX D7-1	9.30	13.42	12.67	13.43
4"x4" JUNCTION BOX D7-2	9.50	13.42	12.53	13.57
4"x4" JUNCTION BOX D7-3	9.85	13.51	7.41	13.66
SLOT INLET D7-4	10.57	13.51	1.67	13.72
5' SLOT INLET D8-1	10.65	13.63	2.00	13.71
5' SLOT INLET D8-2	10.65	13.63	2.33	13.69
SLOT INLET D9-1	10.50	13.50	1.60	13.69
SLOT INLET D9-2	10.55	13.50	1.69	13.70
SLOT INLET D10-1	10.50	13.52	0.85	13.53
SLOT INLET D10-2	10.55	13.52	0.94	13.53

EXHIBIT 3

APPROVED BY: [Signature]

REV. BY DATE

DESCRIPTION

DRAWN: AGR

DESIGNED: MFH

CHECKED: MFH

DATE: OCT. 2016

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DRAINAGE PLAN

RIVERBEND SUBDIVISION UNIT 1

CORPUS CHRISTI, TEXAS

URBAN ENGINEERING

17 of 25

OF 22

JOB NO. 39595.B5.00

NOTE:
THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS ON THE SITE.
THERE ARE NO FLOOD PLAIN, FLOODWAY OR VELOCITY ZONE
BOUNDARIES WITHIN THE SITE.

NOTE:
THERE ARE NO KNOWN NATURAL WATER BODIES, JURISDICTIONAL
WETLANDS, ENDANGERED SPECIES HABITAT, STATE SUBMERGED LANDS
OR CRITICAL DUNES ON THE SITE.

NOTE:
THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING SWPPP AND MONITORING OVER THE
COURSE OF THE PROJECT. CHANGES, MAINTENANCE AND UPDATING OF FEATURES AND
PLANS WILL BE REQUIRED. MEASURES DEPICTED PRESENT POTENTIAL MEASURES
NEEDED. CONTRACTOR SHALL MODIFY AS NECESSARY AND DOCUMENT CHANGES AS
REQUIRED PER THE GENERAL CONSTRUCTION PERMIT.

NOTE:
DETAILS LOCATED ON THIS SHEET ARE FOR CONTRACTOR INFORMATION. THEY ARE NOT
INTENDED TO REPRESENT ALL OPTIONS FOR IMPLEMENTATION OF BMPs. OTHER TYPES
OF BMPs MAY BE USED AT THE CONTRACTOR'S DISCRETION.

NOTE:
ALL POLLUTION CONTROL MEASURES SHALL COMPLY WITH ALL
REQUIREMENTS OF CITY OF CORPUS CHRISTI ORDINANCE NO.
022941, STORM WATER QUALITY MANAGEMENT PROGRAM.

TOTAL DISTURBED AREA 14.16 AC.

SILT FENCE:

SCOPE: SILT FENCE SHALL BE INSTALLED TO CONTROL RUNOFF FROM THE BUILDING CONSTRUCTION SITE.

MATERIAL: FENCE MATERIAL SHALL BE PERVIOUS SYNTHETIC SHEET OF POLYPROPYLENE, NYLON, POLYESTER OR POLYETHYLENE YARN WITH ULTRAVIOLET RAY INHIBITORS OR 10 OZ./SY BURLAP FABRIC. THE FENCE SHALL PROVIDE A MINIMUM 75% TO 85% FILTERING EFFICIENCY. A TENSILE STRENGTH AT 20% ELONGATION OF 30 LB./IN. (STANDARD) OR 50 LB./IN (EXTRA STRENGTH) AND A SLURRY FLOW RATE OF 0.3 GAL./SF/MIN. THE FABRIC SHOULD BE 2' HIGH ABOVE GRADE AND A CONTINUOUS ROLL CONSTRUCTION: EXCAVATE A MINIMUM 6" X 6" TRENCH ALONG THE UPSLOPE SIDE OF THE CONSTRUCTION FENCE. INSTALL THE FILTER FABRIC TO THE CHAINLINK AND WITH 12" OF FABRIC EXTENDING INTO THE TRENCH. SECURE THE FABRIC TO THE CONSTRUCTION FENCE WITH WIRE TIES OR OTHER SUITABLE MEANS, WHERE JOINTS IN THE FABRIC OCCUR PROVIDE A MINIMUM 6" OVERLAP AND SECURELY SEAL. BACKFILL THE TRENCH WITH COMPACTED EXCAVATED MATERIAL OR 3/4" GRAVEL OVER THE FILTER FABRIC.

INSPECTION AND MAINTENANCE: INSPECT THE FENCE FABRIC FOR SEDIMENT ACCUMULATION AND FABRIC CONDITION AT LEAST ONCE A WEEK AND IMMEDIATELY AFTER EACH RAINFALL OVER 1/2". REMOVE SEDIMENT WHICH HAS ACCUMULATED TO OVER 1/3 TO 1/2 OF THE HEIGHT OF THE FILTER FENCE.

REMOVAL: AFTER THE UPSLOPE SIDE HAS BEEN STABILIZED THE FILTER FABRIC MAY BE REMOVED. SPREAD ANY SEDIMENT REMAINING AFTER THE FENCE REMOVAL AND COMPLETE THE FINAL GRADING AND SODDING REQUIREMENTS.

WASTE CONTROLS:

WASTE DISPOSAL MUST BE ACCOMPANIED IN A MANNER SO THAT NO SOLID WASTES, INCLUDING BUILDING MATERIALS, HAZARDOUS LIQUIDS, OIL, OR PACKAGING LEAVE THE SITE, EXCEPT FOR DISPOSAL AT AN APPROPRIATE, APPROVED SOLID WASTE MANAGEMENT FACILITY, IN CONFORMANCE WITH THE TEXAS SOLID WASTE DISPOSAL ACT, TO THE EXTENT PRACTICABLE, NO SOLID WASTE, INCLUDING BUILDING MATERIALS, HAZARDOUS SUBSTANCES, OR OIL MAY BE ALLOWED TO ENTER THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM, THE CITY'S STREETS, OR THE NAVIGABLE WATERS OF THE UNITED STATES. BUILDING MATERIALS INCLUDE, BUT ARE NOT LIMITED TO, UNCOVERED STOCKPILES OF SOIL, SAND, DRUM CEMENT, LUMBER, BRICKS, OR OTHER PRODUCTS USED IN CONSTRUCTION. THE PRIME CONTRACTOR WHO IS ISSUED THE BUILDING PERMIT, IS RESPONSIBLE FOR THE CONDUCT OF ALL SUBCONTRACTORS WITH REGARDS TO DISPOSAL OF WASTES GENERATES BY THE CONSTRUCTION ACTIVITIES AT THE SITE.

DUST CONTROL:

DUST CONTROL SHOULD BE PROVIDED AT WHATEVER FREQUENCY REQUIRED.

HAZARDOUS MATERIAL STORAGE:

CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER TOXIC MATERIALS MUST BE STORED IN WATERPROOF CONTAINERS. EXCEPT DURING APPLICATIONS, THE CONTENTS MUST BE KEPT IN TRUCKS OR IN STORAGE FACILITIES. RUNOFF CONTAINING SUCH MATERIALS SHALL BE COLLECTED, REMOVED FROM THE SITE, AND DISPOSED OF AT AN APPROVED SOLID WASTE OR CHEMICAL DISPOSAL FACILITY.

CONCRETE TRUCKS:

THE RESPONSIBLE PARTY MAY NOT ALLOW THE OWNER OR OPERATOR OF A CONCRETE TRUCK TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER AT A CONSTRUCTION SITE, UNLESS THE SURPLUS CONCRETE OR DRUM WASH WATER IN CONCRETE TRUCKS IS DISCHARGED AT A FACILITY ON THE CONSTRUCTION SITE THAT WILL CONTAIN ALL CONCRETE WASH WATERS OR LEACHATES, INCLUDING ANY WASH WATER 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.

EXHIBIT 3

SILT FENCE:

SCOPE: THE SILT FENCE SHALL BE INSTALLED TO CONTROL RUNOFF FROM THE BUILDING CONSTRUCTION SITE.

MATERIAL: FENCE MATERIAL SHALL BE PERVIOUS SYNTHETIC SHEET OF POLYPROPYLENE, NYLON, POLYESTER OR POLYETHYLENE YARN WITH ULTRAVIOLET RAY INHIBITORS OR 10 OZ./SY BURLAP FENCE. THE FENCE SHALL PROVIDE A MINIMUM 75% TO 85% FILTERING EFFICIENCY. A TENSILE STRENGTH AT 20% ELONGATION OF 30 LB./IN. (STANDARD) OR 50 LB./IN (EXTRA STRENGTH) AND A SUFFRUP FLOW RATE OF 0.3 GAL./SQ. INCH. THE FABRIC SHOULD BE 2' HIGH ABOVE GRADE AND A CONTINUOUS ROLL. CONSTRUCTION: EXCAVATE A MINIMUM 6' X 6' TRENCH ALONG THE UPSLOPE SIDE OF THE CONSTRUCTION FENCE. INSTALL THE FILTER FABRIC TO THE CHAINLINK AND WITH 12" OF FABRIC OVERLAP INTO THE TRENCH. SECURE THE FABRIC TO THE CONSTRUCTION FENCE WITH WIRE TIES OR OTHER SUITABLE MEANS. WHERE JOINTS IN THE FABRIC OCCUR PROVIDE A MINIMUM 6" OVERLAP AND SECURELY SEAL. BACKFILL THE TRENCH WITH COMPACTED EXCAVATED MATERIAL OR 3/4" GRAVEL OVER THE FILTER FABRIC.

INSPECTION AND MAINTENANCE: INSPECT THE FENCE FABRIC FOR SEDIMENT ACCUMULATION AND FABRIC CONDITION AT LEAST ONCE A WEEK AND IMMEDIATELY AFTER EACH RAINFALL OVER 1/2". REMOVE SEDIMENT WHICH HAS ACCUMULATED TO OVER 1/3 TO 1/2 OF THE HEIGHT OF THE FILTER FENCE.

REMOVAL: AFTER THE UPSLOPE SIDE HAS BEEN STABILIZED THE FILTER FABRIC MAY BE REMOVED. SPREAD ANY SEDIMENT REMAINING AFTER THE FENCE REMOVAL AND COMPLETE THE FINAL GRADING AND SODDING REQUIREMENTS.

WASTE CONTROLS:

WASTE DISPOSAL MUST BE ACCOMPLISHED IN A MANNER SO THAT NO SOLID WASTES, INCLUDING BUILDING MATERIALS, HAZARDOUS SUBSTANCES, OIL, OR PACKAGING LEAVE THE SITE, EXCEPT FOR DISPOSAL AT AN APPROPRIATE, APPROVED SOLID WASTE MANAGEMENT FACILITY, IN CONFORMANCE WITH THE TEXAS SOLID WASTE DISPOSAL ACT. TO THE EXTENT PRACTICABLE, NO SOLID WASTE, INCLUDING BUILDING MATERIALS, HAZARDOUS SUBSTANCES, OR OIL MAY BE ALLOWED TO ENTER THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM, THE CITY'S STREETS, OR THE NAVIGABLE WATERS OF THE UNITED STATES. BUILDING MATERIALS INCLUDE, BUT ARE NOT LIMITED TO, UNCOVERED STOCKPILES OF SOIL, SAND, DRY CEMENT, LUMBER, BRICKS, OR OTHER PRODUCTS USED IN CONSTRUCTION. THE PRIME CONTRACTOR, WHO IS ISSUED THE BUILDING PERMIT, IS RESPONSIBLE FOR THE CONDUCT OF ALL SUBCONTRACTORS WITH REGARDS TO DISPOSAL OF WASTES GENERATED BY THE CONSTRUCTION ACTIVITIES AT THE SITE.

DUST CONTROL:

DUST CONTROL SHOULD BE PROVIDED AT WHATEVER FREQUENCY REQUIRED.

HAZARDOUS MATERIAL STORAGE:

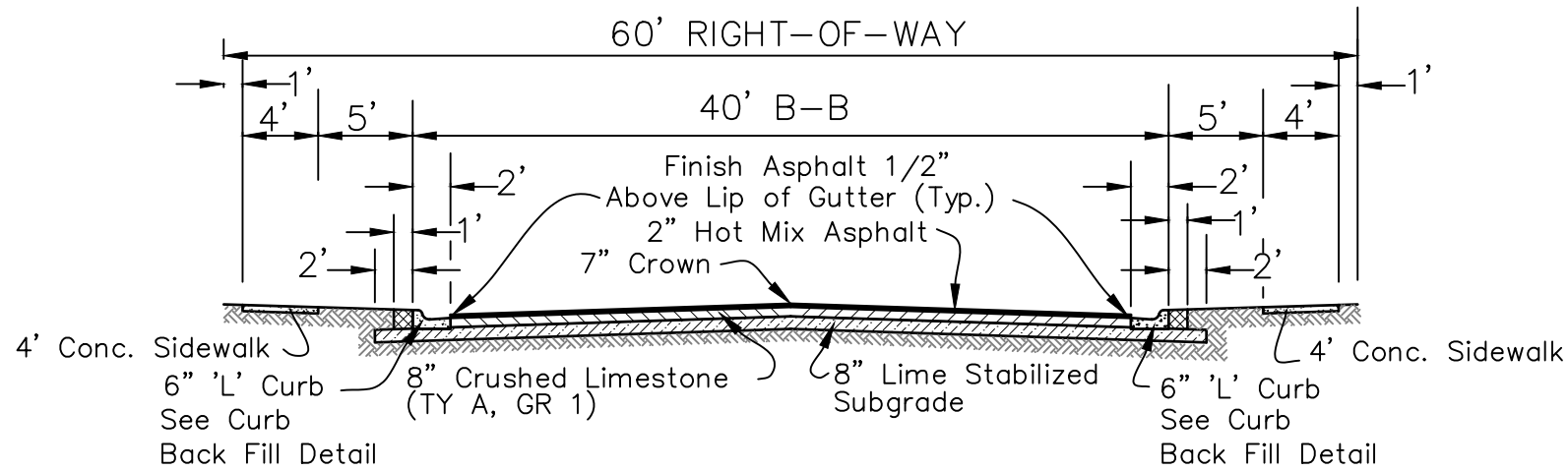
CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER TOXIC MATERIALS MUST BE STORED IN RAINPROOF CONTAINERS. EXCEPT DURING APPLICATIONS, THE CONTENTS MUST BE KEPT IN TRUCKS OR IN STORAGE FACILITIES. RUNOFF CONTAINING SUCH MATERIALS SHALL BE COLLECTED, REMOVED FROM THE SITE, AND DISPOSED OF AT AN APPROVED SOLID WASTE OR CHEMICAL DISPOSAL FACILITY.

CONCRETE TRUCKS:

THE RESPONSIBLE PARTY MAY NOT ALLOW THE OWNER OR OPERATOR OF A CONCRETE TRUCK TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER AT A CONSTRUCTION SITE, UNLESS THE SURPLUS CONCRETE OR DRUM WASH WATER IN CONCRETE TRUCKS IS DISCHARGED AT A FACILITY OR 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.

<div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div>URBAN</div><div>ENGINEERING</div></div></div></div>	<div>THESE FROM NO. 145, THESE FROM NO. 10352460 2725 SWANNIER DR. CORPUS CHRISTI, TX 78404 PHONE: 361.854.3301 WWW.URBANENG.COM</div>	OFFSITE POLLUTION PREVENTION PLAN AND DETAILS		<div>DRAWN: DRAFTER</div> <div>DESIGNED: DESIGNER</div> <div>CHECKED: MFH</div> <div>DATE: OCT. 2016</div>	REV.	BY	DATE	DESCRIPTION	APPROVED	
		RIVERBEND SUBDIVISION UNIT 1 CORPUS CHRISTI, TEXAS								
SHEET 19 OF 22		JOB NO. 39595.B5.00								

CITY STANDARDS AND SPECIFICATION TO BE MET



TYPICAL 60' RIGHT-OF-WAY STREET SECTION

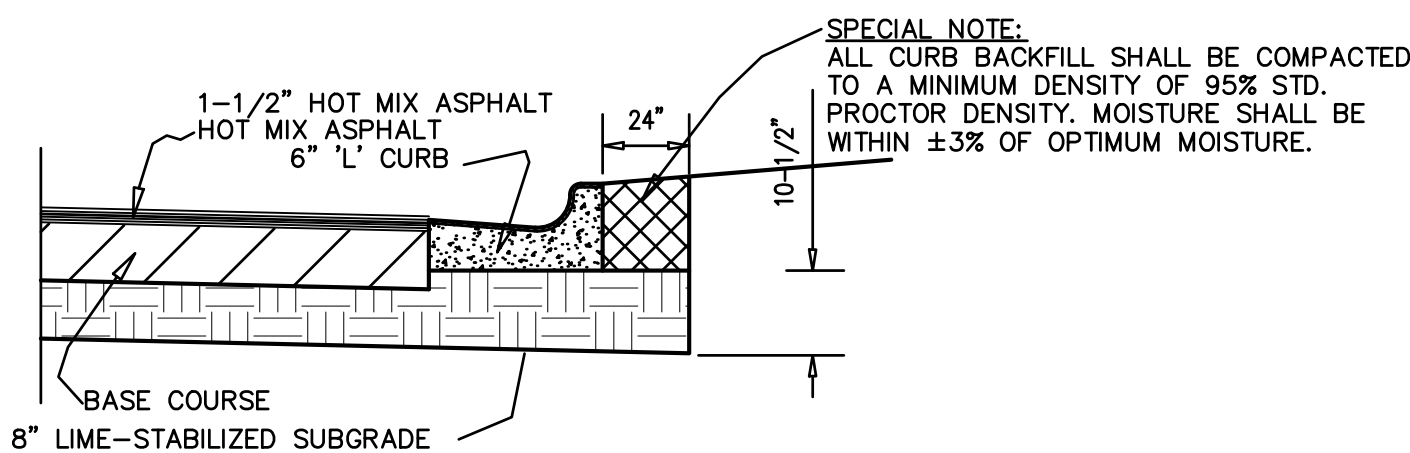
SPECIFICATIONS:

2" TYPE D HOT MIX ASPHALTIC CONCRETE 8" CRUSHED LESTONE (TY A, GR 1); COMPACTED TO 95% MODIFIED PROCTOR DENSITY MOISTURE SHALL BE WITHIN $\pm 3\%$ OPTIMUM MOISTURE 8" COMP. LIMED SUBGRADE (5% BY DRY WT.); COMPACTED TO 95% STD. PROCTOR DENSITY MOISTURE SHALL BE WITHIN $\pm 3\%$ OPTIMUM MOISTURE PRIME COAT MC-30 AT 0.15 GAL/SQ. YD.

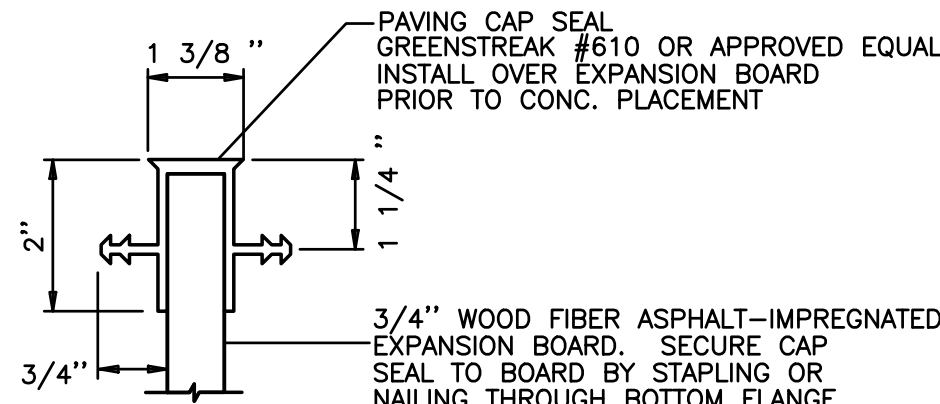
NOTE:

FOR CLAY SOILS ONLY: STREET CROSS SECTION SHALL BE CONSTRUCTED OVER A 12 INCH SECTION OF COMPACTED RAW SUBGRADE TO 90% STANDARD PROCTOR, FROM WHICH THE 8 INCH LIMED SUBGRADE SHALL BE SCARIFIED AND CONSTRUCTED.

CONTRACTOR MAY USE GEOGRID (TENSAR TX 5)
IN LIEU OF LIME STABILIZED SUBGRADE. IF THIS
OPTION IS UTILIZED, SUBGRADE SHALL BE
12-INCH COMPACTED TO 95% STANDARD
PROCTOR DENSITY AT $\pm 2\%$ OPTIMUM MOISTURE.
GEOGRID SHALL EXTEND
2' BEYOND BACK OF CURB



CURB BACKFILL DETAIL
N.T.S.



CAP SEAL DETAIL
NEW CONC. TO NEW CONC.

ALL SIDEWALK WHICH
ABUTS CURB SHALL
TIED AND THICKENED
AS SHOWN.

-

Diagram illustrating the cross-section of a road shoulder and sidewalk, showing the relationship between the grass slope, sidewalk, and match grade at the PL (Pavement Line).

Top Section (Grass Slope):

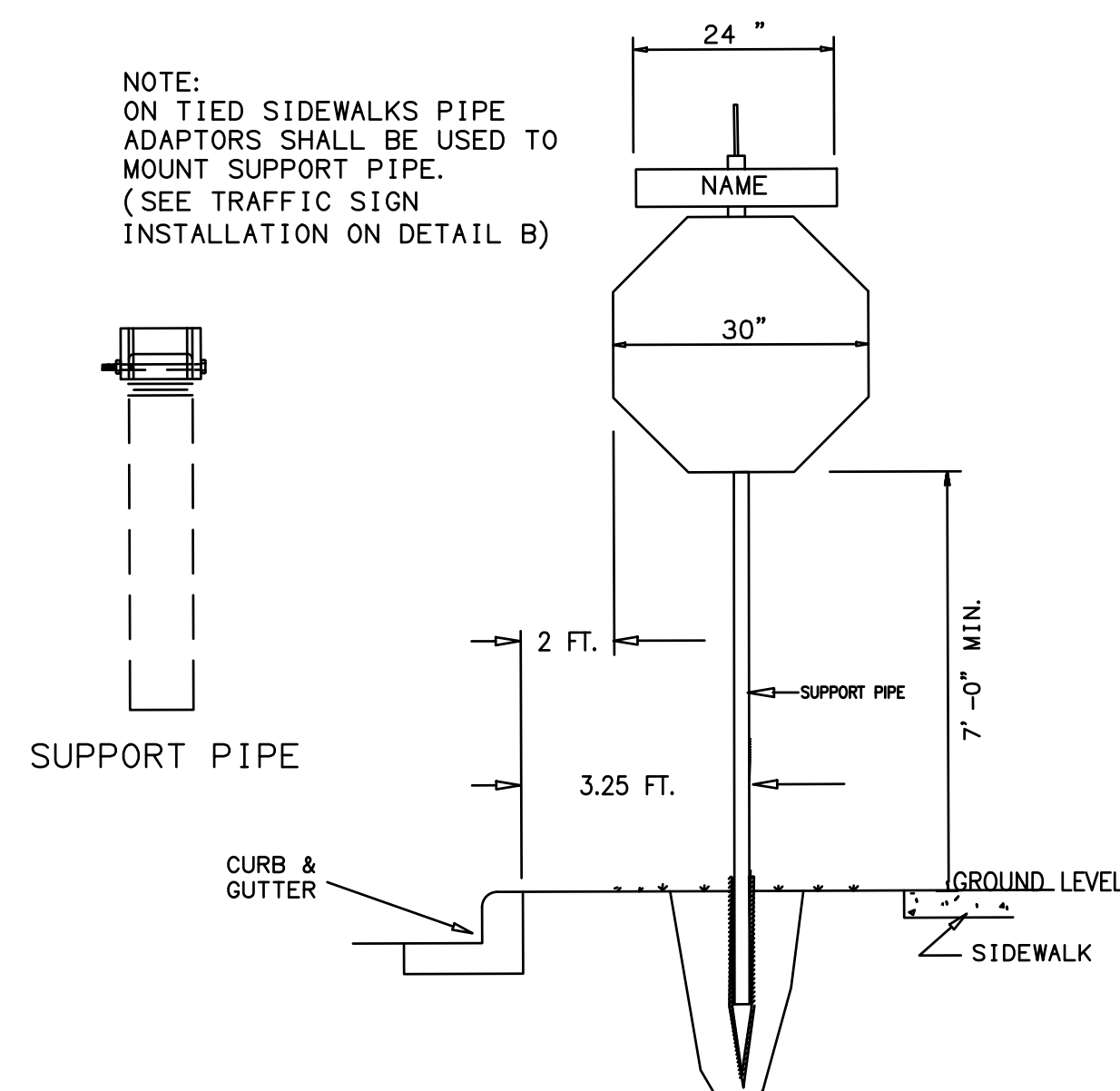
- Grass Slope: MIN. $1/4''$ PER FT. MAX. $1''$ PER FT.
- Sidewalk Slope: MIN. $1/8''$ PER FT. MAX. $1/4''$ PER FT.
- Match Grade at PL
- Maximum Slope: MAX. 3:1
- Dimensions: VARIES, 4'-0", 1'

Bottom Section (Grass Slope):

- Grass Slope: MIN. $1/8''$ PER FT. MAX. $1/4''$ PER FT.
- Sidewalk Slope: MIN. $1/8''$ PER FT. MAX. $1/4''$ PER FT.
- Match Grade at PL
- Ground Slope: MAX. SLOPE $2 1/2''$ PER FOOT. MIN. SLOPE $1/4''$ PER FOOT.
- Dimensions: 5'-0", VARIES

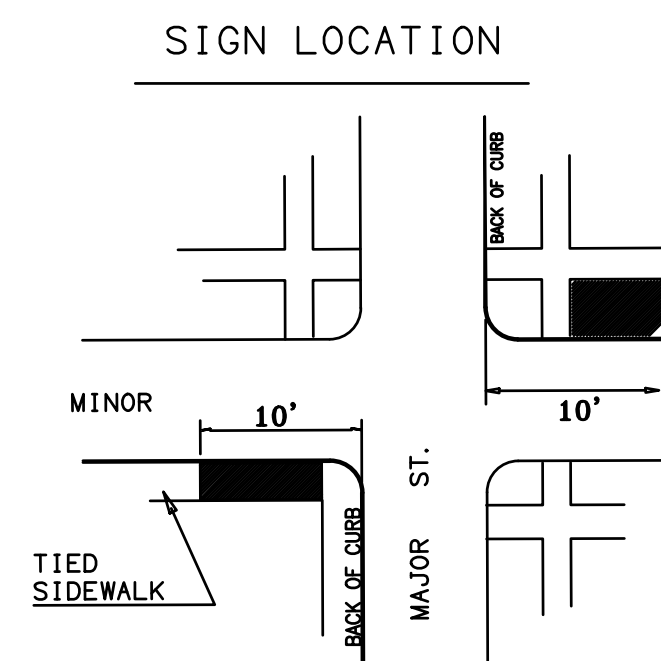
EXHIBIT 3

S:\Projects\39000UP\39595\B500\dwg\39595B500-Paving Details.dwg modified by MichaelY on 11/18/2016 3:32:58 PM

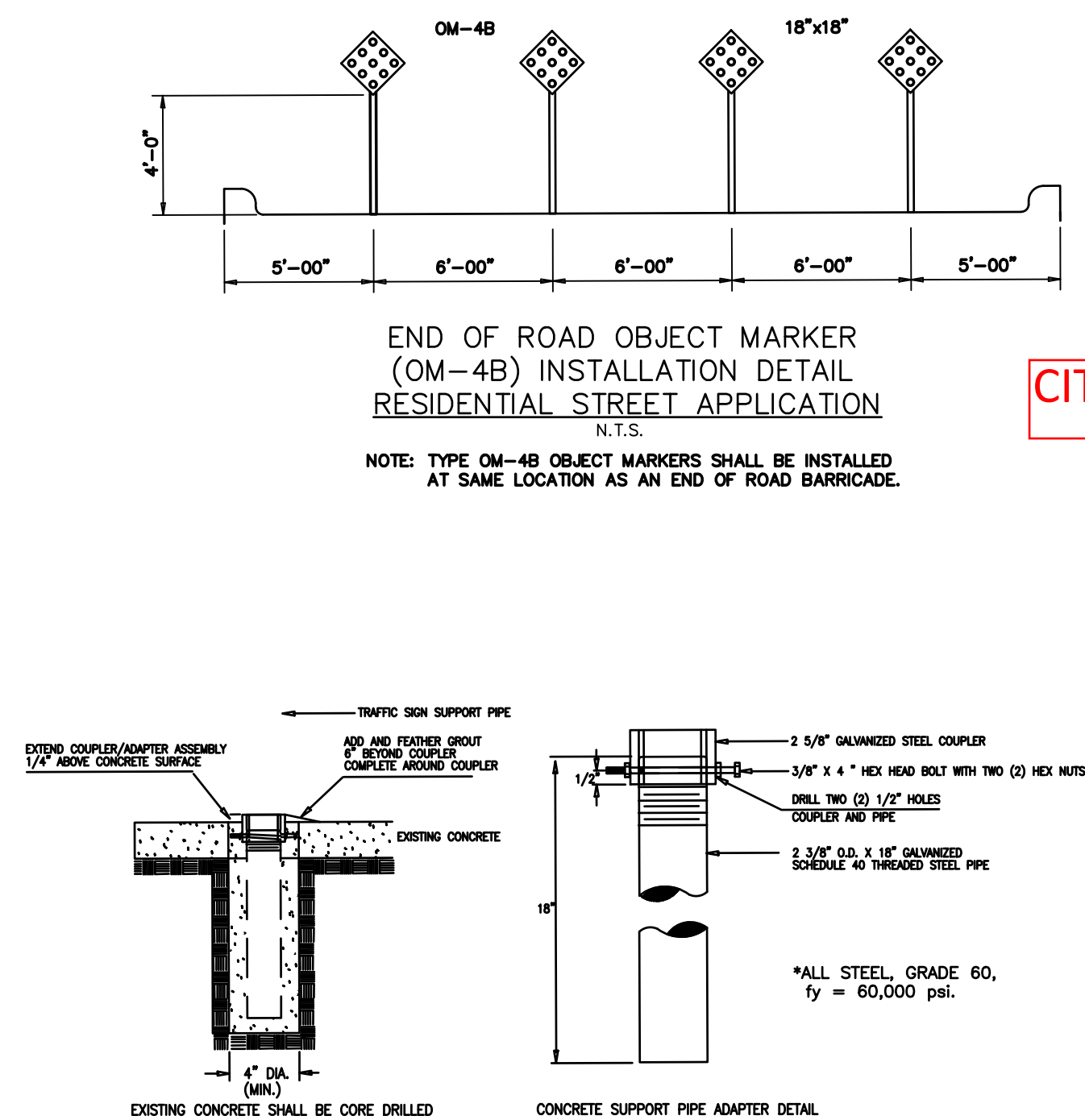


TRAFFIC SIGN INSTALLATION DETAIL (A)
POZ-LOC SIGN SUPPORT INSTALLATION

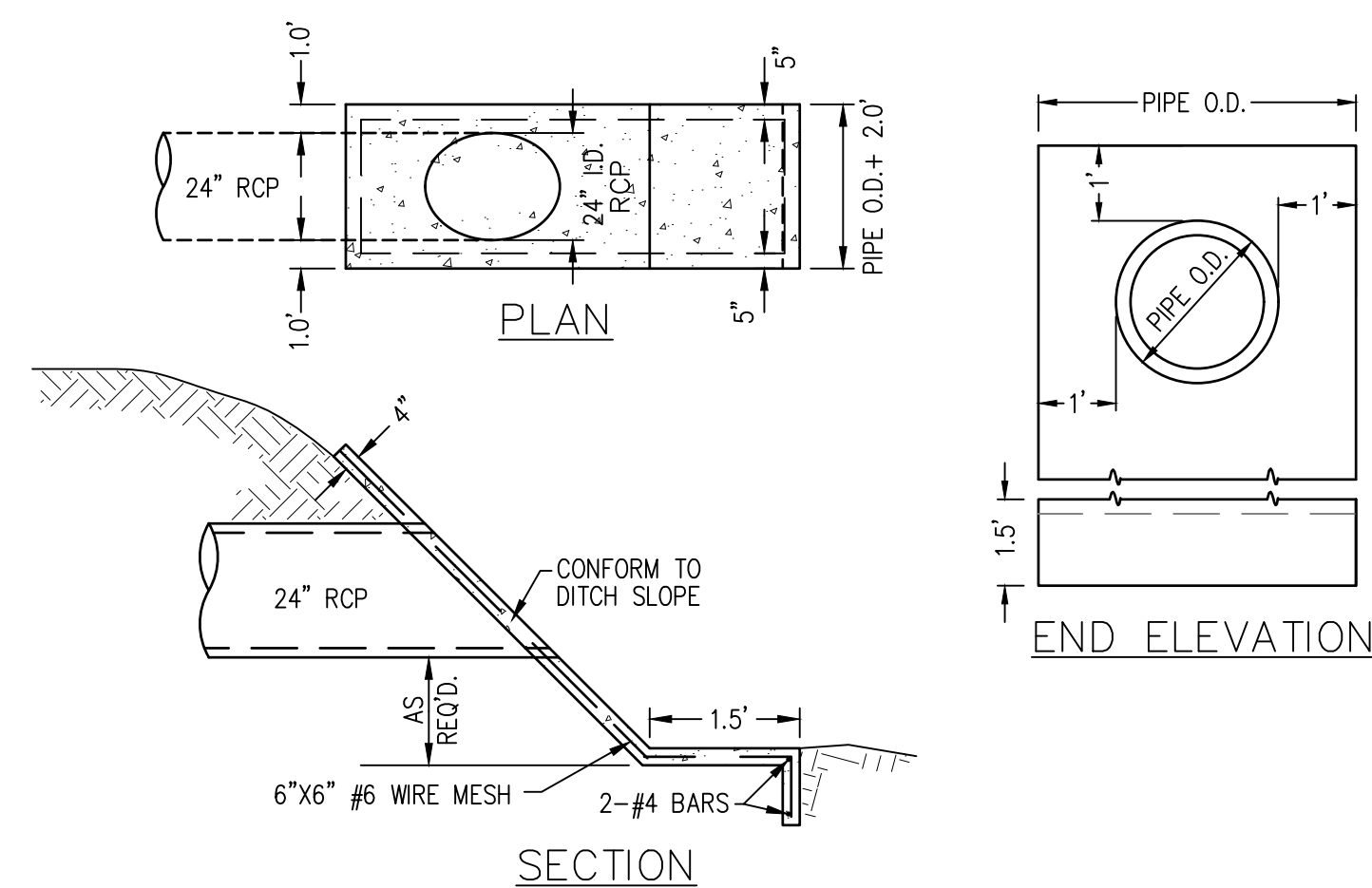
NOTE: N.T.S.
STREET NAME SIGN BLADES SHALL BE 24" MINIMUM FOR RESIDENTIAL INTERSECTIONS AND 36" MINIMUM FOR COLLECTOR/ARTERIAL INTERSECTIONS. ALL STREET NAME BLADES SHALL BE 9" TALL EXTRUDED ALUMINUM BLADES WITH GREEN HIGH INTENSITY PRISMATIC (HIP) SHEETING. LETTERING SHALL ADHERE TO REQUIREMENTS OF MOST CURRENT TMDOT.



SIGN LOCATION SHALL BE
IN THE AREAS SHADED IN
THE ABOVE DIAGRAM



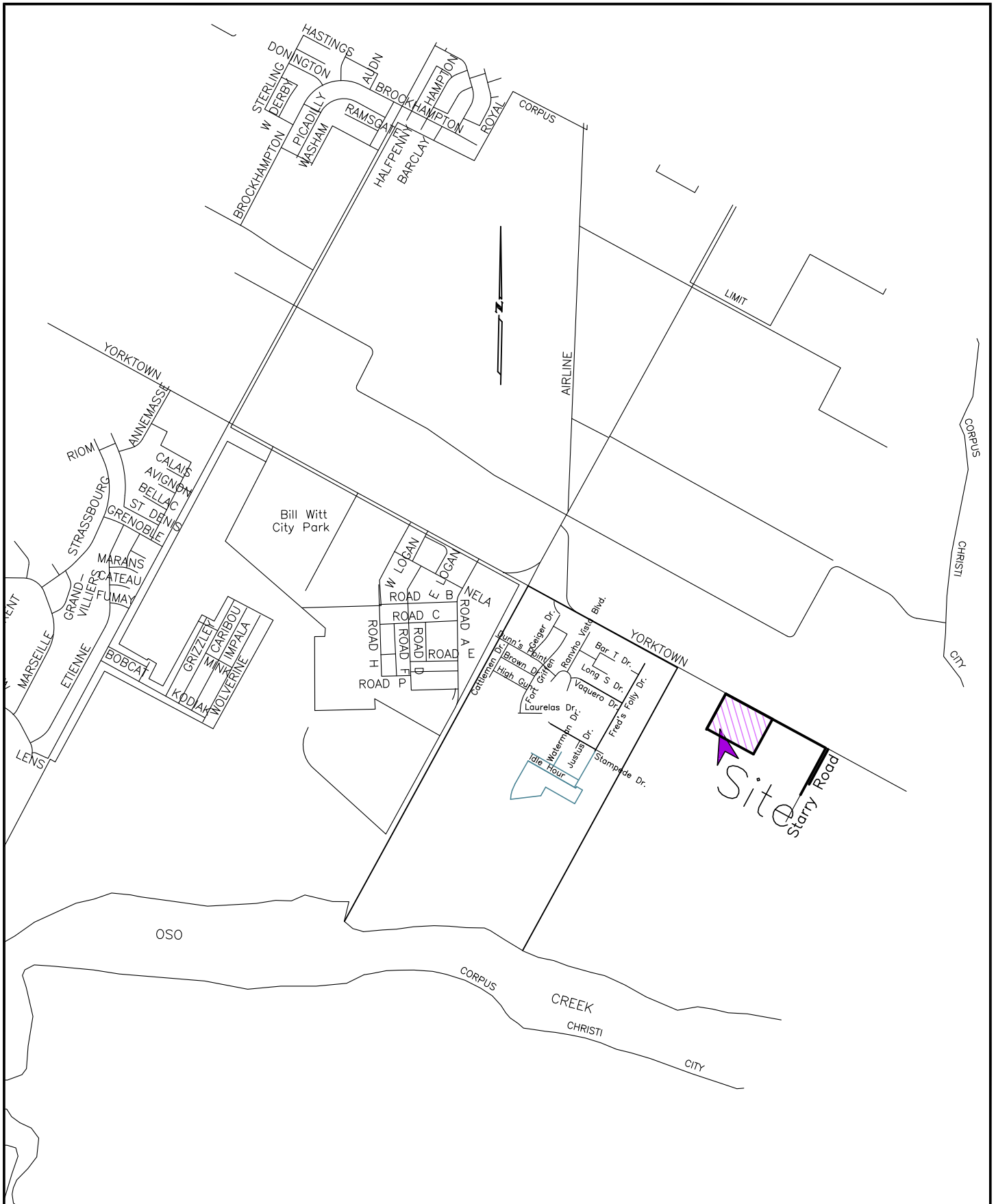
TRAFFIC SIGN INSTALLATION DETAIL (B)
CONCRETE ADAPTER BASE SIGN SUPPORT PIPE INSTALLATION ASSEMBLY
N.T.S.



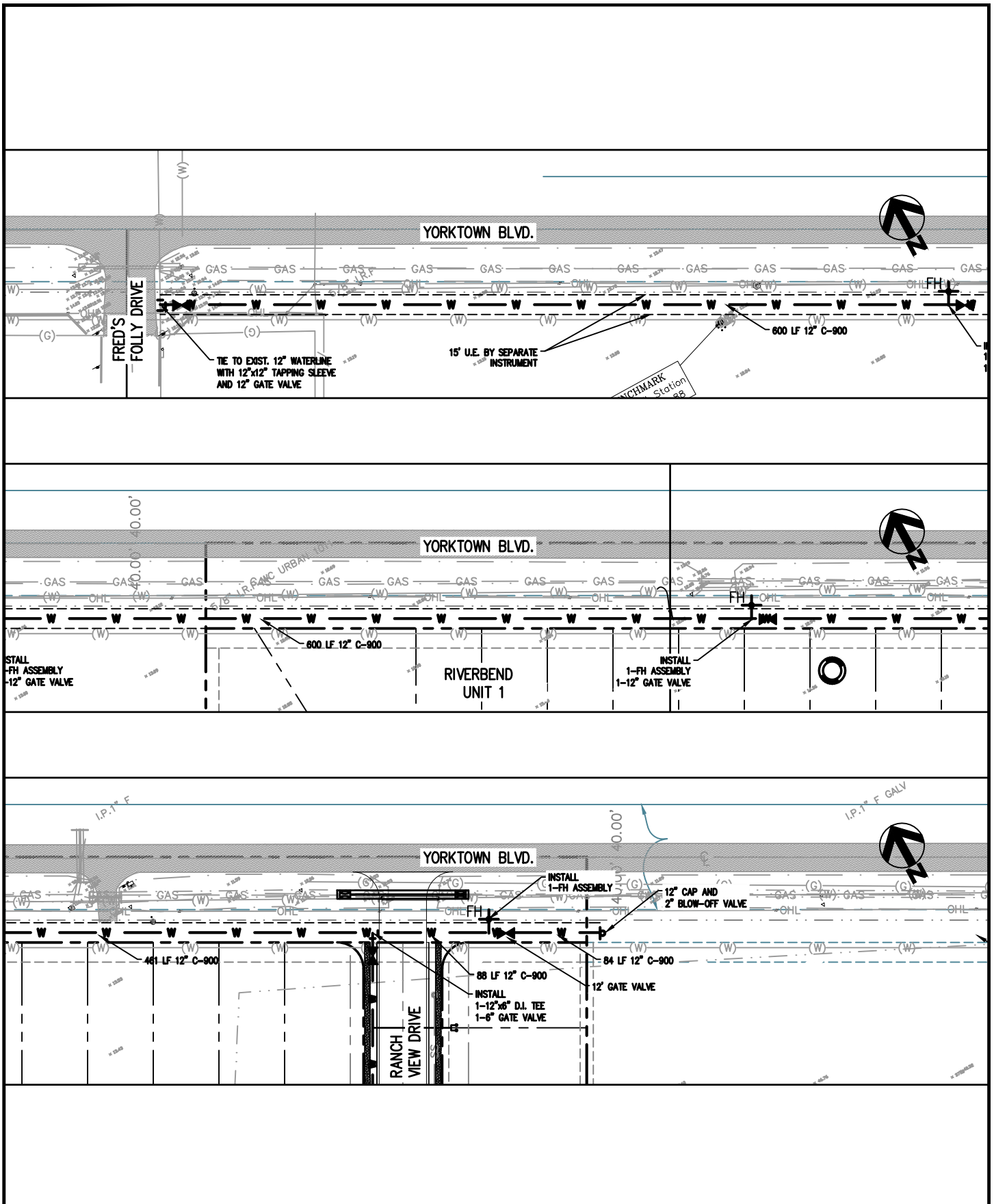
TYPICAL OUTFALL STRUCTURE
N.T.S.

CITY STANDARDS AND SPECIFICATION TO BE MET

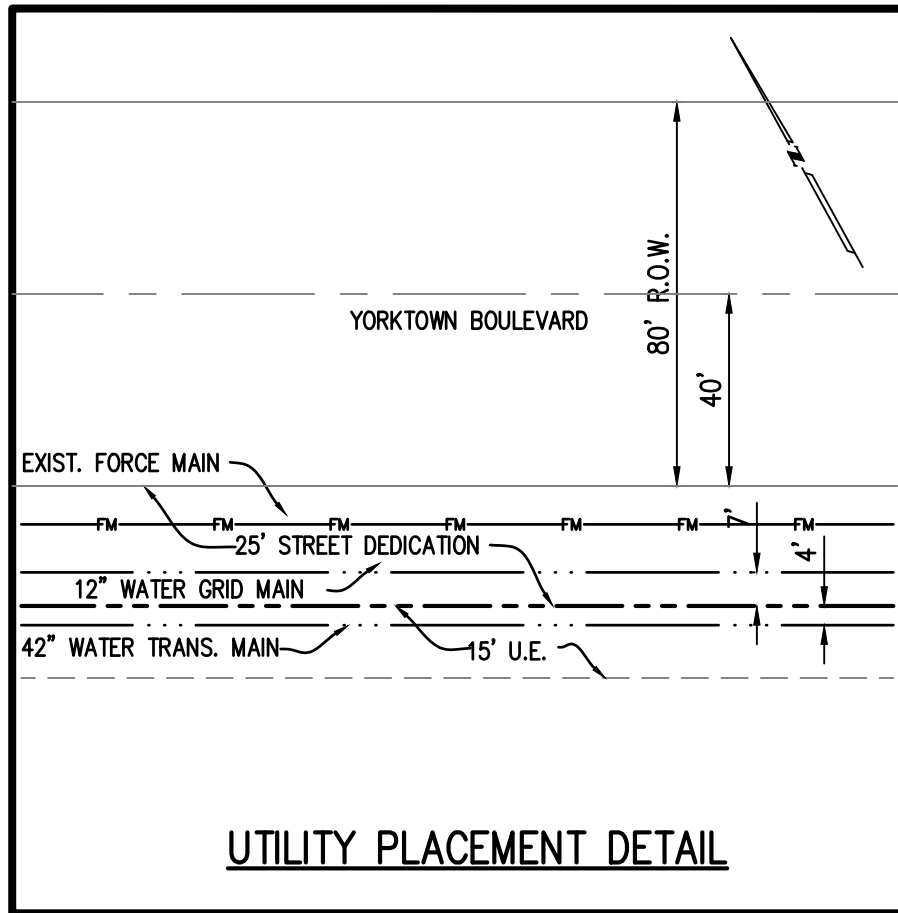
[illegible]



RIVER BEND RANCH UNIT 1 12" GRIDMAIN WATERLINE REIMBURSEMENT	LOCATION MAP Scale: NONE	EXHIBIT A
	Dept. of Engineering Services	Sheet 1 of 3



<p>RIVER BEND RANCH UNIT 1</p> <p>12" GRIDMAIN WATERLINE REIMBURSEMENT</p>	<p>WATERLINE PLAN</p> <p>Scale: 1"=100'</p> <p>Dept. of Engineering Services</p>	<p>EXHIBIT B</p> <p>Sheet 2 of 3</p>
--	---	--------------------------------------



RIVER BEND RANCH UNIT 1
12" GRIDMAIN WATERLINE REIMBURSEMENT

UTILITY PLACEMENT DETAIL

Scale: 1"=40'

Dept. of Engineering Services

EXHIBIT C

Sheet 3 of 3

Eng: Murf Hudson, P.E.
By: M.C.Y.

Opinion of Probable Cost
for
RIVERBEND UNIT ONE
GRID MAIN WATERLINE REIMBURSEMENT

Nov. 16, 2016
Job No. 39595.B5.00

ITEM	DESCRIPTION	QUAN.	QUAN. + 5%	UNIT	UNIT PRICE	TOTAL COST
A. OFF-SITE WATER IMPROVEMENTS:						
1	12"x8" Ductile Iron Tee	1	1	EA	\$700.00	\$700.00
2	12" PVC C-900	1,835	1,927	LF	\$48.50	\$93,459.50
3	12" Gate Valve and Box	4	4	EA	\$2,945.00	\$11,780.00
4	Fire Hydrant Assembly Complete In-place	3	3	EA	\$3,248.00	\$9,744.00
5	12" Cap W/2" Blow-Off Valve	1	1	EA	\$645.00	\$645.00
6	Tie to Existing Waterline	1	1	EA	\$1,445.00	\$1,445.00
OFF-SITE WATER SUB-TOTAL:						\$117,773.50
ENGINEERING, TESTING AND STAKING @ 11.50%:						\$13,543.95
GRAND TOTAL:						\$131,317.45



Urban Engineering
2725 Swantner
Corpus Christi, TX 78404
1-361-854-3101

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Development Services one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000
PROPERTY INSURANCE	Contractor is responsible for insuring all owned, leased and rented personal property.

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States Endorsement shall be required if Contractor is not domiciled in the State of 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 a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that 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, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. 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 contract.
- 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 under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2015 Insurance Requirements
Development Services
UPA –Private Water Line
2/13/2015 ds Risk Management



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: Oso Bend Development Company, a Texas Corporation

STREET: 101 N. Shoreline Blvd, Suite 600 CITY: Corpus Christi, Texas ZIP: 78401

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)

N/A _____

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

N/A _____

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

N/A _____

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

N/A _____

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: John W. Wallace Title: Vice-President
(Print)

Signature of Certifying Person: [Signature] Date: 4-17-17

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.



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: Patricia H. Wallace, Trustee #2

STREET: 101 N. Shoreline Blvd, Suite 600 **CITY:** Corpus Christi, Texas **ZIP:** 78401

FIRM is: ☐ Corporation ☐ Partnership ☒ Sole Owner ☐ Association ☐ Other _____

DISCLOSURE QUESTIONS

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Name _____ Job Title and City Department (if known) _____

N/A

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 _____

N/A

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 _____

N/A

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 _____

N/A

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: Patricia H. Wallace
(Print)

Title: Trustee #2

Signature of Certifying Person: 

Date: _____

DEFINITIONS

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
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- 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.



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Located at: 2406 Leopard Street
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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: Urban Engineering

STREET: 2725 Swantner CITY: Corpus Christi, Texas ZIP: 78404

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)

N/A

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

N/A

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

N/A

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

N/A

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: Xavier Galvan
(Print)

Title: Project Manager

Signature of Certifying Person: _____

Date: 4-17-17

DEFINITIONS

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- 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.

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.

Warranty Deed

Date: February 1, 2005

Grantor: JOHN WALLACE, TRUSTEE

Grantor's Mailing Address: [include county]

101 N. Shoreline, Suite 600
Corpus Christi, Nueces County Texas 78401

Grantee: PATRICIA H. WALLACE, TRUSTEE #2

Grantee's Mailing Address: [include county]

101 N. Shoreline, Suite 600
Corpus Christi, Nueces County Texas 78401

Consideration: Ten and no/100 Dollars and other valuable consideration

Property (including any improvements):

Fieldnotes for a 60.073 acre tract of land, being all of Lots 22, 23 and 24, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41 thru 43, Map Records of Nueces County, Texas; said 60.073 acre tract being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein, to which reference is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

- 1) Any and all restrictions, covenants, easements, conditions, rights-of-way, mineral grants and reservations, and mineral leases, if any relating to the Property, but only to the extent they are still in effect and shown of record;
- 2) All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they relate to the Property and are still in effect; and
- 3) Standby fees, taxes and assessments by any taxing authority for the year 2004 and all subsequent years.

GRANTOR IS CONVEYING AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS", IN ITS PRESENT CONDITION.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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


JOHN W. WALLACE, TRUSTEE


PATRICIA H. WALLACE, TRUSTEE #2

STATE OF TEXAS
COUNTY OF NUECES

§
§
§

This instrument was acknowledged before me on the 1st day of February, 2005 by JOHN W. WALLACE, TRUSTEE.



Teresa Woodrum
Notary Public, STATE OF TEXAS
Printed Name of Notary
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF NUECES

§
§
§

This instrument was acknowledged before me on the 1st day of February, 2005 by PATRICIA H. WALLACE, TRUSTEE #2



Teresa Woodrum
Notary Public, STATE OF TEXAS
Printed Name of Notary
My Commission Expires: _____

AFTER RECORDING, RETURN TO:
PATRICIA H. WALLACE, TRUSTEE #2
101 N. Shoreline, Suite 600
Corpus Christi, Nueces County Texas 78401

EXHIBIT 'A'

Property: Yorktown Blvd., Corpus Christi, TX

Fieldnotes for a 60.073 acre tract of land, being all of Lots 22, 23 and 24, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, a map of which is recorded in Volume A, Pages 41 thru 43, Map Records of Nueces County, Texas; said 60.073 acre tract being more fully described as follows:

Beginning at a magnetic nail found on the centerline of Yorktown Boulevard, an existing 80-foot wide roadway, for the east corner of Lot 21, said Section 25, for the north corner of said Lot 22 and for the north corner of this tract;

Thence, South 61°17'51" East, with the centerline of said Yorktown Boulevard, same being the northeast boundary of said Lots 22, 23 and 24, a distance of 1982.31 feet to a magnetic nail set at the intersection of said centerline of Yorktown Boulevard and the centerline of Starry Road, a 40 foot wide roadway, for the north corner of Lot 7, Section 34, said Flour Bluff and Encinal Farm and Garden Tracts, for the east corner of said Lot 24, Section 25 and for the east corner of this tract;

Thence, South 28°41'33" West, with the common boundary of said Lot 24, Section 25 and said Lot 7, Section 34, same being the southeast boundary of this tract, at 40.00 feet pass a 5/8 inch Iron rod with red plastic cap stamped "URBAN ENG C.C. TX" set on line, in all a total distance of 1320.00 feet to a 5/8 inch Iron rod with red plastic cap stamped "URBAN ENG C.C. TX" set for the common corner of Lots 24 and 25, Section 25 and Lots 7 and 15, Section 34 and for the south corner of this tract, from which corner a found 5/8 inch Iron rod with cap stamped "RPLS 5456" bears South 28°42'09" East 0.65 feet;

Thence, North 61°17'51" West, with the common boundary of Lots 24 and 25, of Lots 23 and 26 and of Lots 22 and 27, same being the southwest boundary of this tract, a distance of 1982.54 feet to a 5/8 inch Iron rod with red plastic cap stamped "URBAN ENG C.C. TX" set for the common corner of Lots 21, 22, 27 and 28, said Section 25 and for the west corner of this tract;

Thence, North 28°42'09" East, with the common boundary of said Lots 21 and 22, Section 25, same being the northwest boundary of this tract, at 1280.00 feet pass a 5/8 inch Iron rod with red plastic cap stamped "URBAN ENG C.C. TX" set on the existing southwest boundary of Yorktown Boulevard, in all a total distance of 1320.00 feet to the Point of Beginning and containing 60.073 acres of land of which 1.821 acres lie within the 40 foot wide right-of-way of Yorktown Boulevard and 0.588 acres lie within the 20 foot wide right-of-way of Starry Road, for a net amount of 57.644 acres of land.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

A.P.N. 0

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



Sharon J. Barera
COUNTY CLERK
NUECES COUNTY, TEXAS

Any provision herein which restricts the Sale, Rental or use
of the described REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status or National Origin, is
invalid and unenforceable under FEDERAL LAW, 3/12/89

Doc# 2005007409
Pages 3
02/10/2005 04:16:15 PM
Filed & Recorded in
Official Records of
NUECES COUNTY
DIANA T. BARERA
COUNTY CLERK
Fee \$17.00

**CERTIFICATE OF RESOLUTIONS
OF
Oso Bend Development
Company, a Texas Corporation**

*Riverbend Subdivision Unit 1 (Grid Main Water Line Extension
Construction and Reimbursement Agreement)*

The undersigned, authorized Vice-President of Oso Bend Development Company, a Texas Corporation (the "Company"), does hereby certify as follows:

- (1) That I am the duly elected and qualified Vice-President of the Company and the custodian of the Company's records;
- (2) That set forth below is a true and correct restatement of certain Resolutions adopted by the directors of the Company by appropriate action.

WHEREAS, the Company desires to enter into a Grid Main Water Line Extension Construction and Reimbursement Agreement related to Riverbend Subdivision Unit 1 ("Reimbursement Agreement").

NOW, THEREFORE, the Company hereby adopts and consents to the following resolutions:

RESOLVED, that the Vice-President of the Company be, and is hereby authorized and directed to do any and all things deemed necessary or advisable and in the best interest of the Company, in such individual's sole discretion, in relation to the Grid Main Water Line Extension Construction and Reimbursement Agreement, and the Vice-President is hereby authorized to execute, and the Company hereby ratifies and confirms any execution and delivery of the Grid Main Water Line Extension Construction and Reimbursement Agreement and any third party may rely upon the foregoing grant of authority without further inquiry with respect to all acts subsequent hereto by Company.

- (3) That none of the Resolutions set forth above have been amended, modified, revoked, or rescinded; and each such Resolution is in full force and effect on the date hereof;
- (4) That the following are the duly elected, qualified and serving officers of the Company, that the address is as stated in connection with each, and that the signature set out opposite the name of the officer is the genuine signature of such person, to-wit:

NAME AND ADDRESS

SIGNATURE

Vice-President:

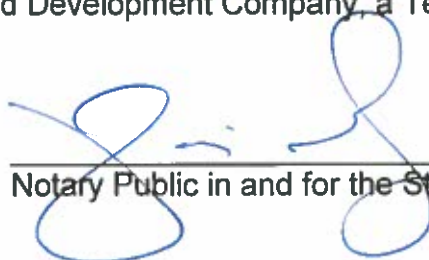
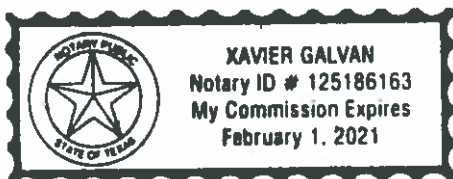
John W. Wallace
101 N. Shoreline, Suite 600
Corpus Christi, Texas 78401



John W. Wallace, Vice-President

State of Texas §
Count of Nueces §

This instrument was acknowledged before me on April 17, 2017, by John W. Wallace, Vice-President of Oso Bend Development Company, a Texas Corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Patricia H. Wallace, Trustee #2
Corpus Christi, TX United States

Certificate Number:
2017-193760

Date Filed:
04/17/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corpus Christi

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

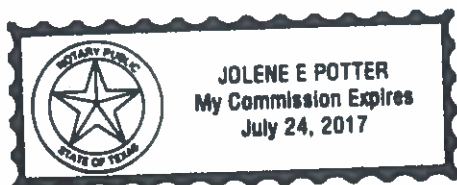
Riverbend Subdivision Unit 1
Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wallace, Patricia	Corpus Christi, TX United States	X	
	Urban Engineering	Corpus Christi, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Eugene C Urban
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Eugene C Urban, this the 19th day of April, 2017, to certify which, witness my hand and seal of office.

Jolene E Potter
Signature of officer administering oath

Jolene E Potter
Printed name of officer administering oath

Notary Public State of Texas
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Oso Bend Development Company
Corpus Christi, TX United States

Certificate Number:
2017-193655

Date Filed:
04/17/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Riverbend Subdivision Unit 1
Water Arterial Transmission and Grid Main Construction and Reimbursement Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	White, Kathleen	Corpus Christi, TX United States	X	
	Wallace, Patricia	Corpus Christi, TX United States	X	
	Wallace, John	Corpus Christi, TX United States	X	
	Wallace, Ben	Corpus Christi, TX United States	X	
	Urban Engineering	Corpus Christi, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James L Urban, this the 17th day of April, 20 17, to certify which, witness my hand and seal of office.

[Signature] Signature of officer administering oath
Jolene E. Potter Printed name of officer administering oath
Notary Public State of Texas Title of officer administering oath



October 26, 2016

Patricia H. Wallace
101 N. Shoreline Blvd, Ste 600
Corpus Christi, TX 78401

**DEVELOPMENT
SERVICES**

2406 Leopard
First Floor
Corpus Christi
Texas 78408
Phone 361-826-3240
www.cctexas.com

Administration
Fax 361-826-3006

Land Development
Fax 361-826-3571

Project Management
Fax 361-826-3006

Building Permits
Fax 361-826-4375

RE: Case No. 0916115-P046
(16-22000044)
Riverbend Subdivision
(Final – 14.16 Acres)

Dear Ms. Wallace:

On Wednesday, **October 19, 2016**, the Planning Commission held a public hearing on your land subdivision located east of Rodd Field Road and south of Yorktown Boulevard. After reviewing facts and taking public testimony, the Planning Commission **approved** your land subdivision. The final plat must be recorded with the Nueces County Clerk's office by **April 19, 2017**. **Please note this letter will be the only notification of the plat expiration date.**

Prior to plat recordation, the following requirements must be met and fees paid:

- | | | |
|----|---|---------------|
| 1. | Water Distribution System Acreage fee | (\$13,650.00) |
| 2. | Wastewater System Acreage fee | (\$29,475.00) |
| 3. | Park Development fee | (\$15,000.00) |
| 4. | Community Enrichment Fund fee | (\$46,875.00) |
| 5. | Public Improvements and construction required
(see Engineering comment #5) | |
| 6. | Recording fee for one page
*\$44.00 for any additional pages | (\$ 98.00) |
| 7. | Provide a tax certificate with submittal
of the original tracing indicating all taxes are current. | |

**Please make checks payable to the City of Corpus Christi*

In order to expedite the processing of building permits, changes to street names will no longer be accepted once the Planning Commission takes action on the final plat.

If you have any questions regarding the above, please call me at (361) 826-3535.

Sincerely,

Renissa M. Garza Montalvo, AICP, CPRP
Senior City Planner
Land Development Division

Rgm:cg

cc: Xavier Galvan
Urban Engineering
2725 Swantner Dr.
Corpus Christi, TX 78404