

**Ordinance authorizing City Manager or designee to execute a wastewater collection line extension construction and reimbursement agreement ("Agreement") with AEL Development, LLC. ("Developer"), for the construction of a sanitary sewer collection line and appropriating \$52,514.90 from the No. 4220 Sanitary Sewer Collection Line 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 sanitary sewer collection line construction and reimbursement agreement ("Agreement"), attached hereto, with AEL Development, LLC. ("Developer"), for the extension of a 12-inch sanitary sewer collection line, including all related appurtenances, for the development of a portion of Lots 15 and 16, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, known as Airline Estates, Corpus Christi, Nueces County, Texas.

**SECTION 2.** Funding in the amount of \$52,514.90 is appropriated from the No. 4220 Sanitary Sewer Collection Line Trust Fund to reimburse the Developer for the construction of the sanitary sewer collection 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 \_\_\_\_\_, 2018, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Debbie Lindsey-Opel	_____		

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Debbie Lindsey-Opel	_____		

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

\_\_\_\_\_  
Joe McComb  
Mayor

# WASTEWATER COLLECTION LINE EXTENSION CONSTRUCTION AND REIMBURSEMENT AGREEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This Wastewater Collection Line Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and AEL Development, LLC, ("Developer/Owner"), a Texas Corporation.

**WHEREAS**, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on April 05, 2018 to develop a tract of land, to wit: 24.655 acre tract of land, more or less, a portion of Lots 15 and 16, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, known as Airline Estates, located at Yorktown Boulevard at Airline Road, as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement.

**WHEREAS**, under the UDC, the Developer/Owner is responsible for construction of the wastewater collection line extension ("Wastewater Extension");

**WHEREAS**, under the UDC, the Developer/Owner is eligible for reimbursement of a portion of the Developer/Owner's costs for the construction of the Wastewater Extension;

**WHEREAS**, it is to the best interest of the City that the Wastewater Extension be constructed to its ultimate capacity under the City's applicable Master Plan;

**WHEREAS**, Section 8.5.2.E.2 of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when funds become fully available in the Wastewater Collection Line Trust Fund and are appropriated by the City Council; and

**WHEREAS**, the Developer/Owner has submitted an application for reimbursement of the costs from the Wastewater Collection Line Trust Fund for installing the Wastewater Extension, as shown in **Exhibit 2**, the content of such exhibit being incorporated by reference into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties do covenant and agree as follows:

1. **REQUIRED CONSTRUCTION.** Developer/Owner shall construct the Wastewater Extension in compliance with the City's UDC and under the plans and specifications approved by the City's Development Services Engineer.

2. **PLANS AND SPECIFICATIONS.**

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

1. Install 204 linear feet 12-inch PVC pipe;

2. Dewatering for 12-inch pipe (204 linear feet);
  3. Install one (1) fiberglass manhole;
  4. Casing Pipe Bored in place 20-inch (80 linear feet);
  5. Traffic control and barricading plan and permitting;
  6. 1337 linear feet of oversize over depth (10-inch pipe to 12-inch pipe);
- b. The Wastewater Extension begins at the proposed sanitary sewer manhole by others as part of Rodd Field Road reconstruction project, thence along a route adjacent to the Channel 31 Drainage Ditch in a 15' UE to serve land adjacent to and southeast of the subject site (Proposed Airline Estates) , to extend approximately 204 linear feet and available for future extension.
  - c. The plans and specifications must comply with the City's Wastewater Standards Detail Sheets and Standard Specifications.
  - d. Before the Developer/Owner starts construction, the plans and specifications must be approved by the City's Development Services Engineer.
3. SITE IMPROVEMENTS. Prior to the start of construction of the Wastewater Extension, Developer/Owner shall acquire and dedicate to the City the required additional public utility easements ("Easements"), if any, necessary for the completion of the Wastewater Extension. If any of the property needed for the Easements is owned by a third party and the Developer/Owner is unable to acquire the Easements through reasonable efforts, then the City will use its powers of eminent domain to acquire the Easements.
4. PLATTING FEES. Developer/Owner shall pay to the City the required acreage fees and pro-rata fees as required by the UDC for the area of the Wastewater Extension.
5. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Wastewater Extension, under the approved plans and specifications, by **January 16, 2019**.
6. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.
7. PROMPT AND GOOD FAITH ACTIONS. The parties shall act promptly and in good faith in performing their duties and obligations under this Agreement. If this Agreement calls for review or inspections by the City, then the City's reviews or inspections must be completed thoroughly and promptly.
8. DEFAULT. The following events shall constitute default:
- a. Developer/Owner fails to engage a professional engineer for the preparation of plans and specifications by the 10th calendar day after the date of approval of this Agreement by the City Council.
  - b. Developer/Owner's professional engineer fails to submit the plans and specifications to the City's Director of Engineering Services and to the Development Services Engineer



by the 60th calendar day after the date of approval of this Agreement by the City Council.

c. Developer/Owner fails to award a contract for the construction of the Wastewater Extension, according to the approved plans and specifications, by the 90th calendar day after the date of approval of this Agreement by the City Council.

d. Developer/Owner's contractor does not reasonably pursue construction of the Wastewater Extension under the approved plans and specifications.

e. Developer/Owner's contractor fails to complete construction of the Wastewater Extension, under the approved plans and specifications, on or before **January 16, 2019**.

f. Either the City or the Developer/Owner otherwise fails to comply with its duties or 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 sufficient detail, the nature of the default and the requirements to cure such default.

b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.

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

d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 11, of the need to perform the obligation or duty and, should the Developer/Owner fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer/Owner by reducing the reimbursement amount due to the Developer/Owner.

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

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

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

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

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

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; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

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

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/Owner:

AEL Development, LLC  
483 Saratoga Blvd., PMB 42  
Corpus Christi, Texas 78413

2. If to the City:

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

with a copy to:

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

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

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

12. THIRD PARTY BENEFICIARY. Developer/Owner's contracts with the professional engineer for the preparation of the plans and specifications for the construction of the Wastewater Extension, contracts for testing services, and contracts with the contractor for the construction of the Wastewater Extension must provide that the City is a third party beneficiary of each contract.

13. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, execute 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 bonds must comply with Texas Government Code, Chapter 2253.

14. WARRANTY. Developer/Owner shall fully warranty the workmanship of and function of the Wastewater Extension and the construction of the Wastewater Extension for a period of one year from and after the date of acceptance of the facilities by the City's Director of Engineering Services and Development Services Engineer.

15. REIMBURSEMENT.

a. Subject to the conditions for reimbursement from the Wastewater Collection Line Trust Fund and the appropriation of funds, the City will reimburse the developer, the reasonable actual cost of the Wastewater Extension up to an amount not to exceed **\$52,514.90** as shown in the attached **Exhibit 4**, the contents of such exhibit being incorporated by reference into this Agreement.

b. The City agrees to reimburse the Developer/Owner 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/Owner shall submit all required performance bonds and proof of required insurance under the provisions of this Agreement **Exhibit 5**.

c. To be eligible for reimbursement, the work must be 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 as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

16. INDEMNIFICATION. **DEVELOPER/OWNER 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, ARISING FROM OR INCIDENT**

**TO, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION OF THE WASTEWATER EXTENSION.**

17. COVENANT RUNNING WITH THE LAND. This Agreement is a covenant running with the land, to wit: 24.655 acre tract of land, more or less, a portion of Lots 15 and 16, Section 25, Flour Bluff and Encinal Farm and Garden Tracts, known as Airline Estates, a subdivision in Corpus Christi, 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/Owner's successors or assigns.

18. ASSIGNMENT OF AGREEMENT. This Agreement or any rights under this Agreement may not be assigned by the Developer/Owner to another without the written approval and consent of the City's City Manager.

19. DISCLOSURE OF INTEREST. Developer/Owner agrees, in compliance with the City Ordinance No. 17110, to complete, as part of this Agreement, the Disclosure of Interest form attached to this Agreement as **Exhibit 6**.

20. EFFECTIVE DATE. This Agreement becomes effective and is binding upon and inures to the benefit of the City and the Developer/Owner and their respective heirs, successors, and assigns from and after the date of final execution by all parties.

21. AUTHORITY. The person signing this Agreement on behalf of each of the parties represents, warrants, and guarantees that they have authority to act on behalf of the party and make this Agreement binding and enforceable by their signature.

**EXECUTED IN ONE ORIGINAL** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**CITY OF CORPUS CHRISTI**

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

\_\_\_\_\_  
William J. Green, P.E.  
Interim Director of Development Services

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF NUECES   §

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State Of Texas

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF NUECES   §

This instrument was signed by William J. Green, P.E., Interim Director of Development Services, for the City of Corpus Christi, Texas, and acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State Of Texas

**APPROVED AS TO FORM:** \_\_\_\_\_, 2018.

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

**OWNER:**

**AEL Development, LLC.**

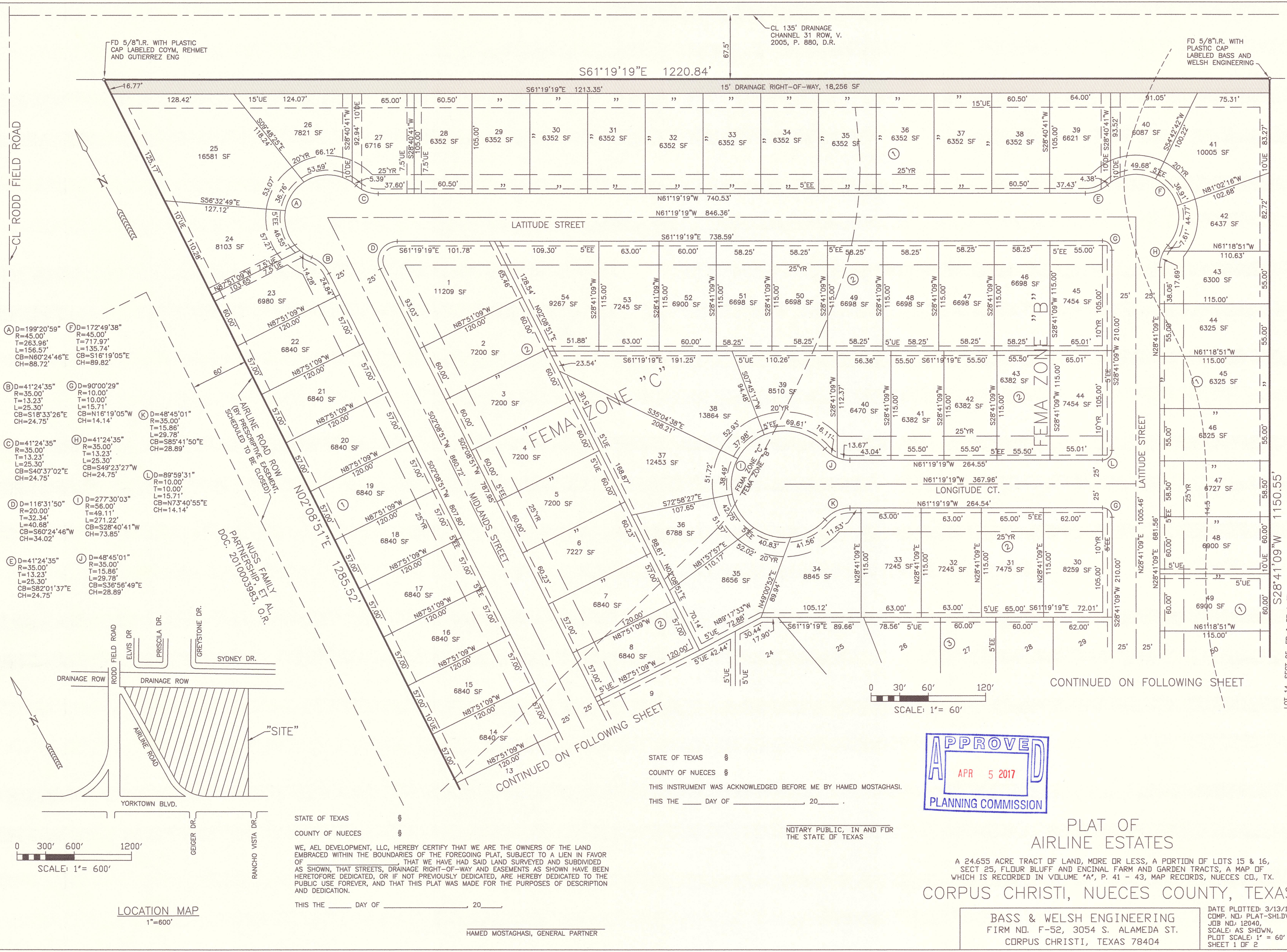
By: \_\_\_\_\_  
Hamed Mostaghassi, General Partner

**STATE OF TEXAS**                      §  
   §  
**COUNTY OF** \_\_\_\_\_ §

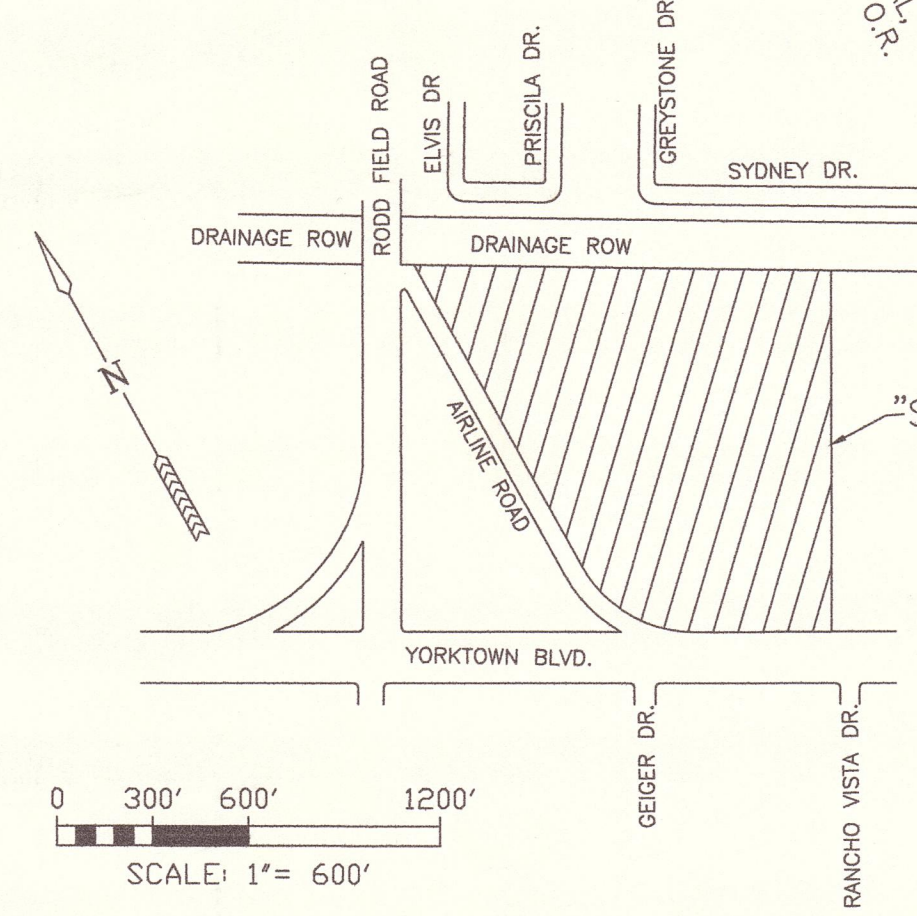
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by  
Hamed Mostaghassi, General Partner, AEL Development, LLC., a Texas Corporation, on behalf  
of said corporation.

\_\_\_\_\_  
Notary Public's Signature





- A D=199°20'59" R=45.00' T=263.96' L=156.57' CB=N60°24'46"E CH=88.72'
- B D=41°24'35" R=35.00' T=13.23' L=25.30' CB=S18°33'26"E CH=24.75'
- C D=41°24'35" R=35.00' T=13.23' L=25.30' CB=S40°37'02"E CH=24.75'
- D D=116°31'50" R=20.00' T=32.34' L=40.68' CB=S60°24'46"W CH=34.02'
- E D=41°24'35" R=35.00' T=13.23' L=25.30' CB=S82°01'37"E CH=24.75'
- F D=172°49'38" R=45.00' T=717.97' L=135.74' CB=S16°19'05"E CH=89.82'
- G D=90°00'29" R=10.00' T=10.00' L=15.71' CB=N16°19'05"W CH=14.14'
- H D=41°24'35" R=35.00' T=13.23' L=25.30' CB=S49°23'27"W CH=24.75'
- I D=277°30'03" R=56.00' T=49.11' L=271.22' CB=S28°40'41"W CH=73.85'
- J D=48°45'01" R=35.00' T=15.86' L=29.78' CB=S36°56'49"E CH=28.89'
- K D=48°45'01" R=35.00' T=15.86' L=29.78' CB=N73°40'55"E CH=14.14'
- L D=89°59'31" R=10.00' T=10.00' L=15.71' CB=N73°40'55"E CH=14.14'



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

HAMED MOSTAGHASI, GENERAL PARTNER

STATE OF TEXAS §  
COUNTY OF NUECES §  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY HAMED MOSTAGHASI.  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

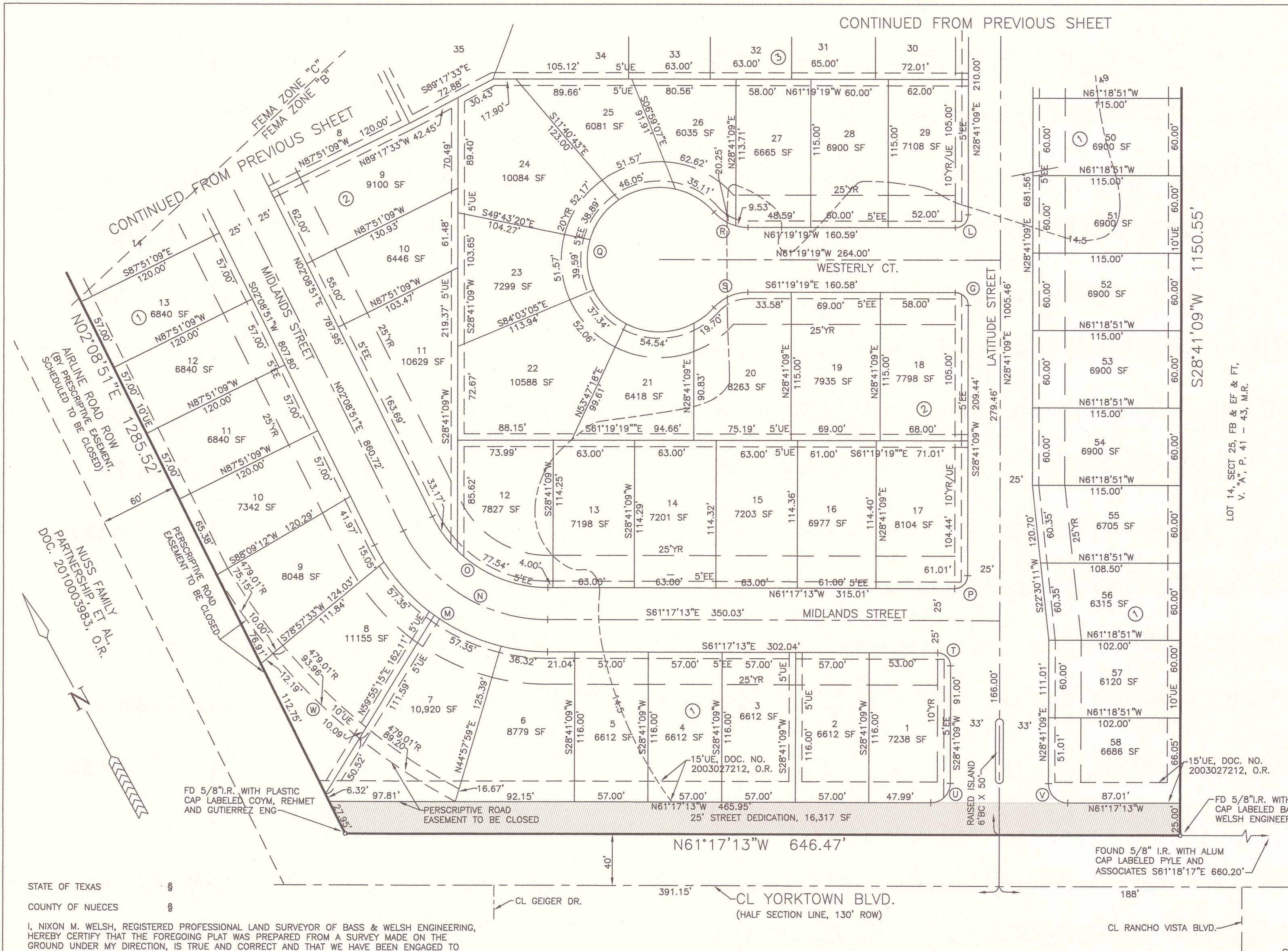
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS



# PLAT OF AIRLINE ESTATES

A 24.655 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF LOTS 15 & 16, SECT 25, FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, A MAP OF WHICH IS RECORDED IN VOLUME "A", P. 41 - 43, MAP RECORDS, NUECES CO., TX.  
CORPUS CHRISTI, NUECES COUNTY, TEXAS  
BASS & WELSH ENGINEERING  
FIRM NO. F-52, 3054 S. ALAMEDA ST.  
CORPUS CHRISTI, TEXAS 78404  
DATE PLOTTED: 3/13/17  
COMP. NO.: PLAT-SHI.DWG  
JOB NO.: 12040  
SCALE: AS SHOWN  
PLOT SCALE: 1" = 60'  
SHEET 1 OF 2





STATE OF TEXAS §  
COUNTY OF NUECES §

I, NIXON M. WELSH, REGISTERED PROFESSIONAL LAND SURVEYOR OF BASS & WELSH ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION, IS TRUE AND CORRECT AND THAT WE HAVE BEEN ENGAGED TO SET ALL LOT CORNERS UPON COMPLETION OF SUBDIVISION CONSTRUCTION IMPROVEMENTS WITHOUT DELAY.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

NOTES:

1. THE BASIS OF BEARINGS IS THE STATE OF TEXAS LAMBERT GRID, SOUTH ZONE, NAD 1983.

2. FEMA INFORMATION AS SHOWN OR NOTED HEREON IS FROM FEMA MAP, COMMUNITY PANEL 485494 0540 C, REVISED MARCH 18, 1985. ALL OF THE SUBJECT SITE IS IN FEMA ZONES "C" & "B" AS INDICATED.

3. THE SUBJECT SITE CONTAINS 24.665 ACRES INCLUDING STREET DEDICATIONS.

THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS". TCEQ ALSO CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.

5. PRIVATE DRIVEWAY ACCESS TO YORKTOWN BOULEVARD SHALL BE PROHIBITED.

6. THE YARD REQUIREMENT AS DEPICTED, IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT CODE AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.

PLAT OF  
AIRLINE ESTATES  
CORPUS CHRISTI, NUECES COUNTY, TEXAS

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

DATE PLOTTED: 3/13/17  
COMP. NO.: PLAT-SH2.DWG  
JOB NO.: 12040  
SCALE: AS SHOWN  
PLOT SCALE: 1" = 60'  
SHEET 2 OF 2

STATE OF TEXAS §  
COUNTY OF NUECES §

WE, \_\_\_\_\_ (NAME), HEREBY CERTIFY THAT WE ARE THE HOLDERS OF A LIEN ON THE LAND EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING MAP AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

TITLE: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_ (NAME), \_\_\_\_\_ (TITLE), OF \_\_\_\_\_

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF NUECES §

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

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

DATE \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF NUECES §

THE FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

INTERIM SECRETARY  
JULIO DIMAS, CFM

STATE OF TEXAS §  
COUNTY OF NUECES §

I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, INSTRUMENT NUMBER \_\_\_\_\_

WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY AT OFFICE IN CORPUS CHRISTI, NUECES COUNTY, TEXAS, THE DAY AND YEAR LAST WRITTEN.

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

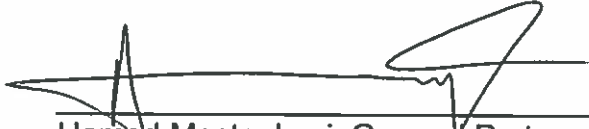
DEPUTY \_\_\_\_\_

KARA SANDS, CLERK  
COUNTY COURT  
NUECES COUNTY, TEXAS



## APPLICATION FOR WASTE WATER REIMBURSEMENT

We, AEL Development, LLC, 483 Saratoga Blvd., PMB 42, Corpus Christi, Texas 78413, owners and developers of proposed Airline Estates Subdivision, hereby request reimbursement of \$52,514.90 for the installation of the waste water collection line in conjunction with said subdivision, as provided for by City Ordinance No. 17396. \$94,565.90 is the construction cost, including 10% Engineering and Surveying and Testing, as shown by the cost supporting documents attached herewith.

  
Hamed Mostaghassi, General Partner  
AEL Development, LLC

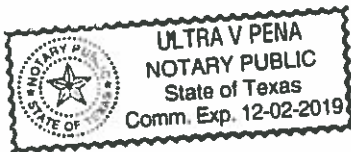
Dec/28/2017  
Date

THE STATE OF TEXAS §

COUNTY OF NUECES §

December 28, 2017  
Hamed Mostaghassi

This instrument was acknowledged before me on December 28, 2017, by Hamed Mostaghassi, General Partner, AEL Development, LLC., 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 Collection Line Trust Fund, and
- (b) Appropriation and approval by the City Council.

  
Development Services Engineer

12/28/17  
(Date)

## APPLICATION FOR WASTE WATER CREDIT

We, AEL Development, LLC, 483 Saratoga Blvd., PMB 42, Corpus Christi, Texas 78413, owners and developers of proposed Airline Estates Subdivision, hereby apply for \$42,051.00 credit towards the waste water lot fee for the collection line extension in conjunction with said subdivision as provided for by City Ordinance No. 17396. \$94,565.90 is the construction cost, including 10% Engineering and Surveying and Testing, as shown by the cost supporting documents attached herewith.

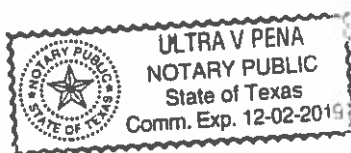
  
Hamed Mostaghassi, General Partner  
AEL Development, LLC

Dec 28 / 2017  
Date

THE STATE OF TEXAS           §

COUNTY OF NUECES           §

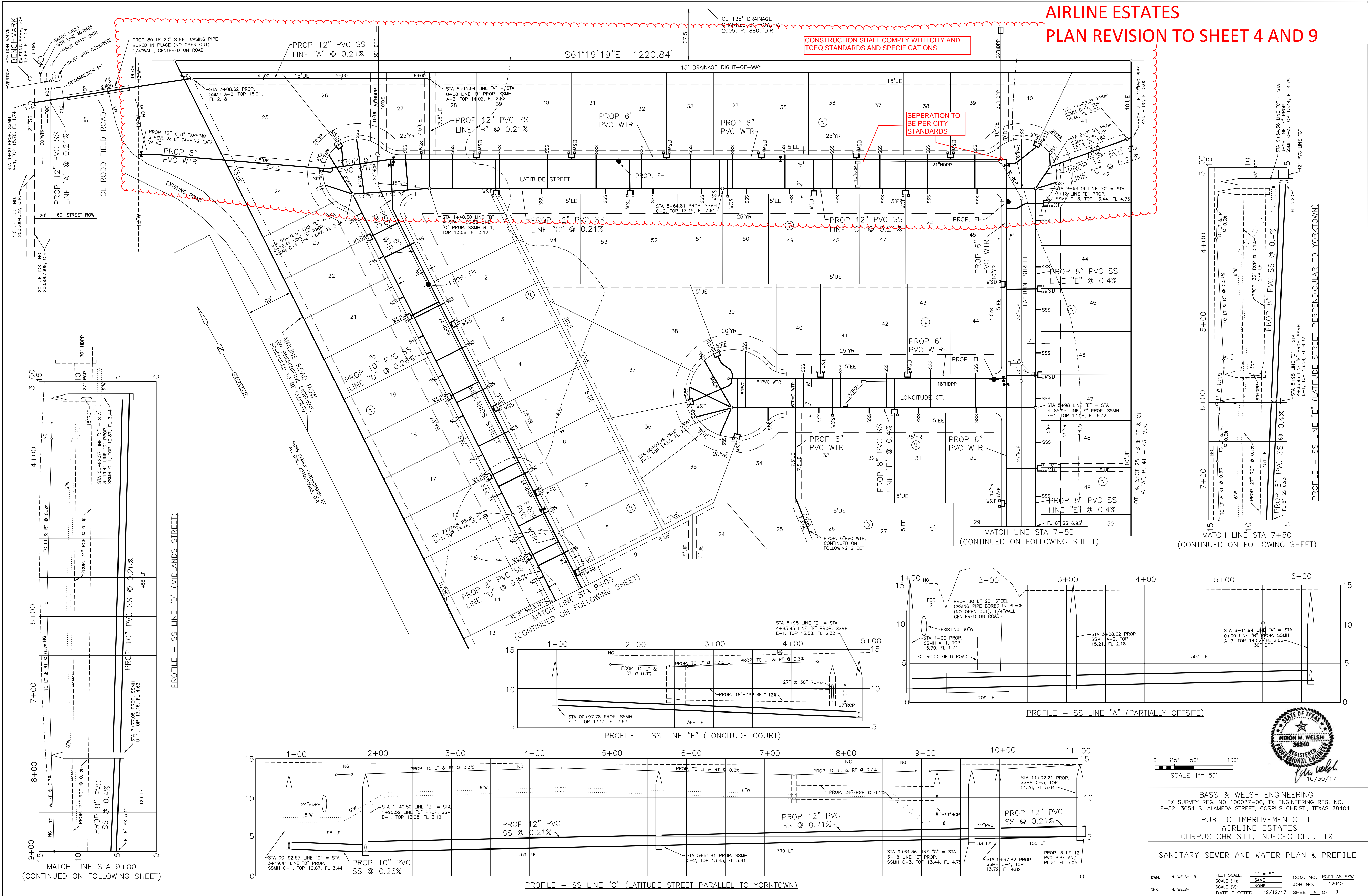
This instrument was acknowledged before me on December 28, 2017, by Hamed Mostaghassi, General Partner, AEL Development, LLC., on behalf of the said corporation.



  
Notary Public in and for the State of Texas



AIRLINE ESTATES  
PLAN REVISION TO SHEET 4 AND 9





# PUBLIC IMPROVEMENTS TO AIRLINE ESTATES CORPUS CHRISTI, NUECES COUNTY, TEXAS

## CITY STANDARD SPECIFICATIONS

THE FOLLOWING CITY OF CORPUS CHRISTI STANDARD SPECIFICATIONS OF WHICH CAN BE OBTAINED FROM THE CITY OF CORPUS CHRISTI WEBSITE ([WWW.CCTEXAS.COM](http://WWW.CCTEXAS.COM) OR [WWW.CCTEXAS.COM/2](http://WWW.CCTEXAS.COM/2)), SHALL BE UTILIZED FOR THIS PROJECT. CONTRACTOR SHALL PRINT AND OBTAIN COPIES OF THESE SPECIFICATIONS PRIOR TO BIDDING THE WORK AND PRIOR TO CONSTRUCTION OF THE WORK. THE WORD "ENGINEER" AS USED IN SAID CITY STANDARD SPECIFICATIONS SHALL REFER TO BASS & WELSH ENGINEERING.

021202	SITE CLEARING AND STRIPPING
021040	SITE GRADING
022020	EXCAVATION AND BACKFILL FOR UTILITIES
022021	CONTROL OF GROUND WATER
022022	CONTROL OF GROUND WATER
022040	STREET EXCAVATION
022060	CHANNEL EXCAVATION
022080	EMBANKMENT
022100	SELECT MATERIAL
022420	SELECT MATERIAL
025210	LIME STABILIZATION
025223	CRUSHED LIMESTONE FLEXIBLE BASE
025404	ASPHALTS, OILS AND EMULSIONS
025412	PRIME COAT
025424	HOT MIX ASPHALTIC CONCRETE PAVEMENT
025608	INLETS
025610	CONCRETE CURB AND GUTTER
025612	CONCRETE SIDEWALKS AND DRIVEWAYS
025614	CONCRETE CURB RAMPS
025602	TEMPORARY TRAFFIC CONTROLS DURING CONSTRUCTION
026001	WATER LINE RISER ASSEMBLIES
026202	HYDROSTATIC TESTING OF PRESSURE SYSTEMS
026409	TAPPING SLEEVES AND TAPPING VALVES
026206	DUCTILE IRON PIPE AND FITTINGS
026210	PVC PIPE – AWWA C900/C905 PRESSURE PIPE FOR MUNICIPAL WATER MAINS AND WASTEWATER FORCE MAINS
026402	WATER LINES
026404	WATER SERVICE LINES
026411	GATE VALVES FOR WATER LINES
026416	FIRE HYDRANTS
027202	MANHOLES
027203	VACUUM TESTING OF WASTE WATER MANHOLES AND STRUCTURES
027205	FIBERGLASS MANHOLES
027402	REINFORCED CONCRETE PIPE CULVERTS
027602	GRAVITY WASTE WATER LINES
027606	WASTE WATER SERVICE LINES
028020	SEEDING
030020	PORTLAND CEMENT CONCRETE
032020	REINFORCING STEEL
038000	CONCRETE STRUCTURES
055420	FRAMES, GRATES, RINGS AND COVERS

## PAVING, GRADING AND DRAINAGE NOTES

- ALL PROPOSED CONCRETE CURBS AND GUTTERS, WALKS, DRAINAGE INLETS AND VALLEY GUTTERS ARE SHOWN POCHED (SHADED).
- PRIOR TO ANY EARTHWORK, ALL TREES, VEGETATION, ORGANIC MATERIAL AND ANY DELETERIOUS SUBSTANCES SHALL BE REMOVED FROM THE ENTIRE PROJECT SITE EXCEPT TREES 6" DIAMETER AND LARGER OUTSIDE OF PROPOSED STREET PAVING SHALL BE LEFT IN PLACE UNHARMED. AFTER REMOVAL OF ALL VEGETATION, ORGANIC MATTER, DELETERIOUS SUBSTANCES, APPROPRIATE TREES, ETC., CONTRACTOR MAY BEGIN EARTHWORK CUT AND FILL OPERATIONS FOR LOT GRADING AND EARTHWORK ASSOCIATED WITH STREETS.
- CONTRACTOR SHALL PERFORM ALL ROUGH EARTHWORK (FILLING, GRADING, HAULING, CUTTING, LOADING, ETC.) TO VERIFY ADEQUATE EARTH QUANTITY ON-SITE TO ACHIEVE EARTH GRADES AS SHOWN PRIOR TO ANY OTHER CONSTRUCTION AND CONTRACTOR SHALL NOT PROCEED WITH SAID OTHER CONSTRUCTION UNTIL AFTER HE HAS RECEIVED ENGINEER'S PERMISSION. SHOULD THERE NOT BE AVAILABLE EARTH TO MEET GRADES AS SHOWN, CONTRACTOR SHALL HAUL EARTH ON TO THE SITE FROM OFFSITE SOURCES TO ACHIEVE GRADES AS SHOWN (NO SEPARATE PAY). AFTER COMPLETION OF ROUGH GRADING AND AFTER COMPLETION OF STREET, DRAINAGE, SANITARY SEWER AND WATER IMPROVEMENTS, THEN CONTRACTOR SHALL PROVIDE ALL FINAL/FINISH GRADING TO ACHIEVE GRADES AS SHOWN.
- ALL CONCRETE FOR USE ON THE PROJECT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. ALL STEEL REINFORCING SHALL BE GRADE 60 (60,000 PSI YIELD STRENGTH) IN ACCORDANCE WITH ASTM A 615.
- REINFORCED CONCRETE STORM SEWER PIPE SHALL BE CLASS III, STANDARD STRENGTH. STORM SEWER MANHOLES SHALL BE PRE-CAST CONCRETE.
- ALL STREET, SANITARY SEWER AND STORM SEWER STATIONING IS MEASURED ALONG THE CENTERLINES OF STREETS.
- LINEARLY INTERPOLATE BETWEEN GRADES AS SHOWN TO DETERMINE A PROPOSED GRADE AT ANY PARTICULAR POINT.
- CURB AND GUTTER ALIGNMENT SHALL PARALLEL ADJACENT RIGHT-OF-WAY LINES EXCEPT WHERE INDICATED OTHERWISE.
- ALL CURB AND GUTTER TO BE CONSTRUCTED 11.0' BACK OF CURB TO PROPERTY LINES FOR 50' STREET RIGHTS-OF-WAY AND AS INDICATED IN PLANS HEREOF WHERE STREET RIGHT-OF-WAY WIDTH IS DIFFERENT.
- CONSTRUCT PROPOSED CURB RAMPS AT ALL STREET INTERSECTIONS AND AS SHOWN AND ACCORDING TO CITY CURB RAMP DETAILS AS SHOWN IN PLANS HEREOF. DEPRESS CURBS AS REQUIRED. RAMPS SHALL BE SLOPED NOT EXCEEDING 1" PER FOOT LONGITUDINAL AND 2% TRANSVERSE AND SHALL MEET ALL APPLICABLE GOVERNMENTAL REGULATIONS. NO SEPARATE PAY FOR CURB RAMPS (PAY FOR CURB RAMPS IN THE SQUARE FOOT PRICE OF 4" THICK R/C WALKS).
- CONTRACTOR SHALL MEET ALL GOVERNMENTAL ONE-CALL AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND FACILITIES AND PIPELINES.
- NO SEPARATE PAY FOR PRIME COAT (PAY FOR IN THE ESTABLISHED UNIT PRICE FOR HMAC).
- ADA CURB RAMPS – THE CITY NO LONGER ALLOWS THE PAYER OPTION AT CURB RAMPS. THE CONTRACTOR SHALL INSTALL COMPOSITE TACTILE WARNING PANELS AT ALL ADA CURB RAMPS.
- GEOTEXTILE FABRIC MATERIAL IS REQUIRED FOR WRAPPING RCP PIPE JOINTS AND SHALL MEET REQUIREMENTS OF AASHTO M288.
- VARY CENTER LINE CROWN OF PAVING FOR LATITUDE STREET (PERPENDICULAR TO YORKTOWN BLVD.) FROM 5' AT STATION 10+35.07 TO 8" AT STA. 11+55.07.

## SANITARY SEWER NOTES

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

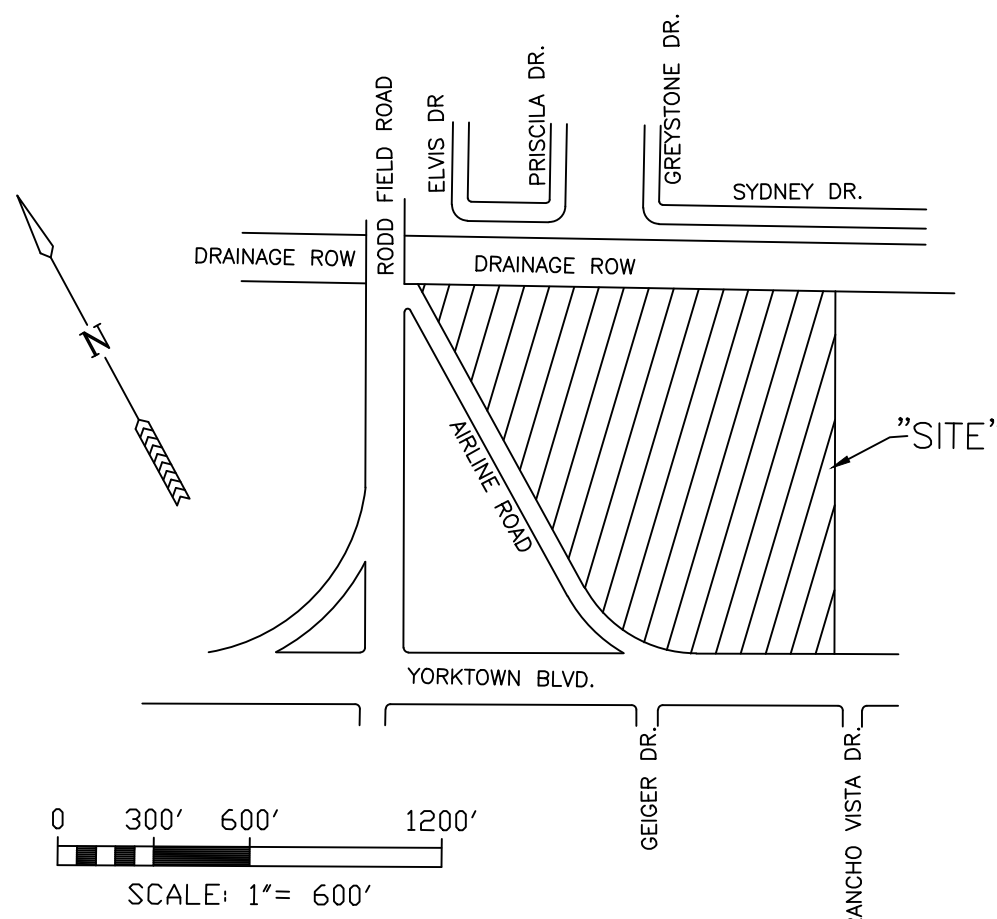
## LEGEND – EXISTING FACILITIES AND APPURTENANCES

AP	ASPHALT PAVEMENT
①	BLOCK NO. 1
6" C & G	6" R/C CURB AND GUTTER
4' CW	4' R/C WALK
D.E.	DRAINAGE EASEMENT
EP	EDGE OF PAVEMENT
M.R.	MAP RECORDS
18" RCP	18" REINFORCED CONCRETE PIPE
ROW	RIGHT-OF-WAY LINE
R/W	RIGHT-OF-WAY LINE
8"SS	8" SANITARY SEWER LINE
U.E.	UTILITY EASEMENT
8"W	8" WATER LINE
Y.R.	YARD REQUIREMENT
31'.58	SPOT ELEVATION POINT OF "X"

BB	BACK OF CURB TO BACK OF CURB
CL	CENTERLINE
CW	R/C CONCRETE WALK
DCSC	DEEP CUT SERVICE CONNECTION (SAN. SEWER)
→	DRAINAGE DIRECTION OR DIMENSION ARROW
(13.45)	FINISHED GROUND ELEVATION
⬮	FIRE HYDRANT SYMBOL
FL	FLOW LINE OR INVERT ELEVATION
FW	FINISHED WALK ELEVATION
GB	GRADE BREAK (CHANGE OF DRAINAGE DIRECTION OR SLOPE)
LT	LEFT
MH	MANHOLE
PC	POINT OF CURVATURE (BEGINNING OF CURVE)
PT	POINT OF TANGENCY (END OF CURVE)
R/C	REINFORCED PORTLAND CEMENT CONCRETE

## LEGEND – PROPOSED FACILITIES AND APPURTENANCES

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



LOCATION MAP  
1"=600'

## SHEET INDEX

SHEET 1	COVER SHEET AND MISCELLANEOUS INFORMATION
SHEET 2	PAVING, GRADING AND DRAINAGE PLAN, STREET AND STORM SEWER PROFILES
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SHEET 4	SANITARY SEWER AND WATER PLAN AND PROFILE
SHEET 5	SANITARY SEWER AND WATER PLAN AND PROFILE
SHEET 6	STORM WATER POLLUTION PREVENTION PLAN, BASE MAPS
SHEET 7	STORM WATER POLLUTION PREVENTION PLAN, ESTIMATE SUMMARY
SHEET 8	OFFSITE SANITARY SEWER PLAN AND PROFILE
SHEET 9	STREET, SIDEWALK AND DRAINAGE DETAILS

**CALL BEFORE YOU DIG!**

**Texas 811**  
Know what's below.  
Call before you dig.

PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG,  
DRILL, OR BLAST – STOP AND CALL  
811

THE LONE STAR  
NOTIFICATION COMPANY  
AT 1-800-669-8344

## GENERAL NOTES:

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

## ELECTRICAL CASING PIPE NOTE

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

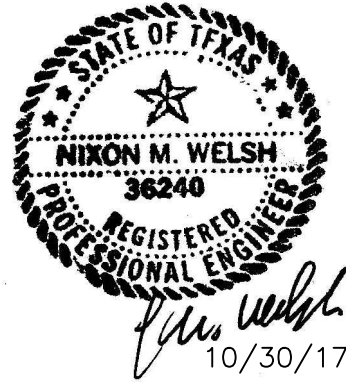
## BENCHMARKS (CITY DATUM, NGVD 29)

TOP CENTER OF SSMH, EL 15.68, SEE SHEET 6, TOP LEFT

TOP OF FH, EL 17.12, SEE SHEET 5 NEAR INTERSECTION OF YORKTOWN BLVD. AT AIRLINE ROAD.

CONSTRUCTION  
SHALL COMPLY  
WITH CITY  
STANDARDS AND  
SPECIFICATIONS

PLAT NEEDS TO BE  
UPDATED WITH THE  
REVISED EASEMENTS

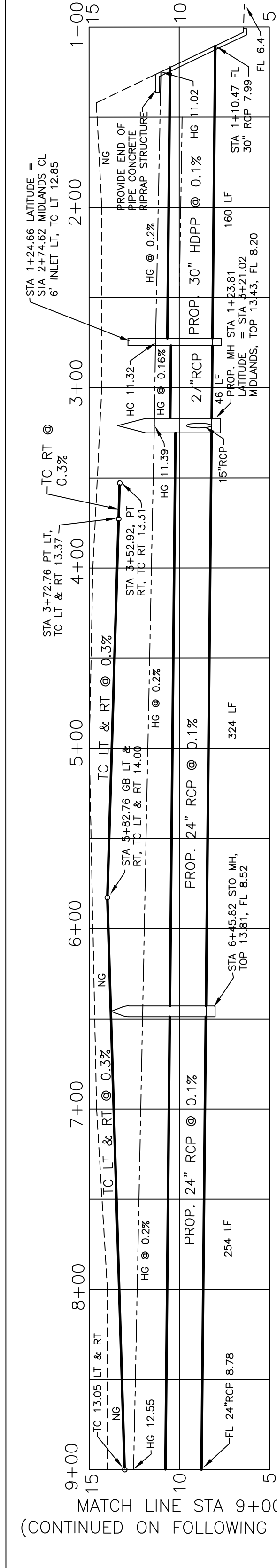
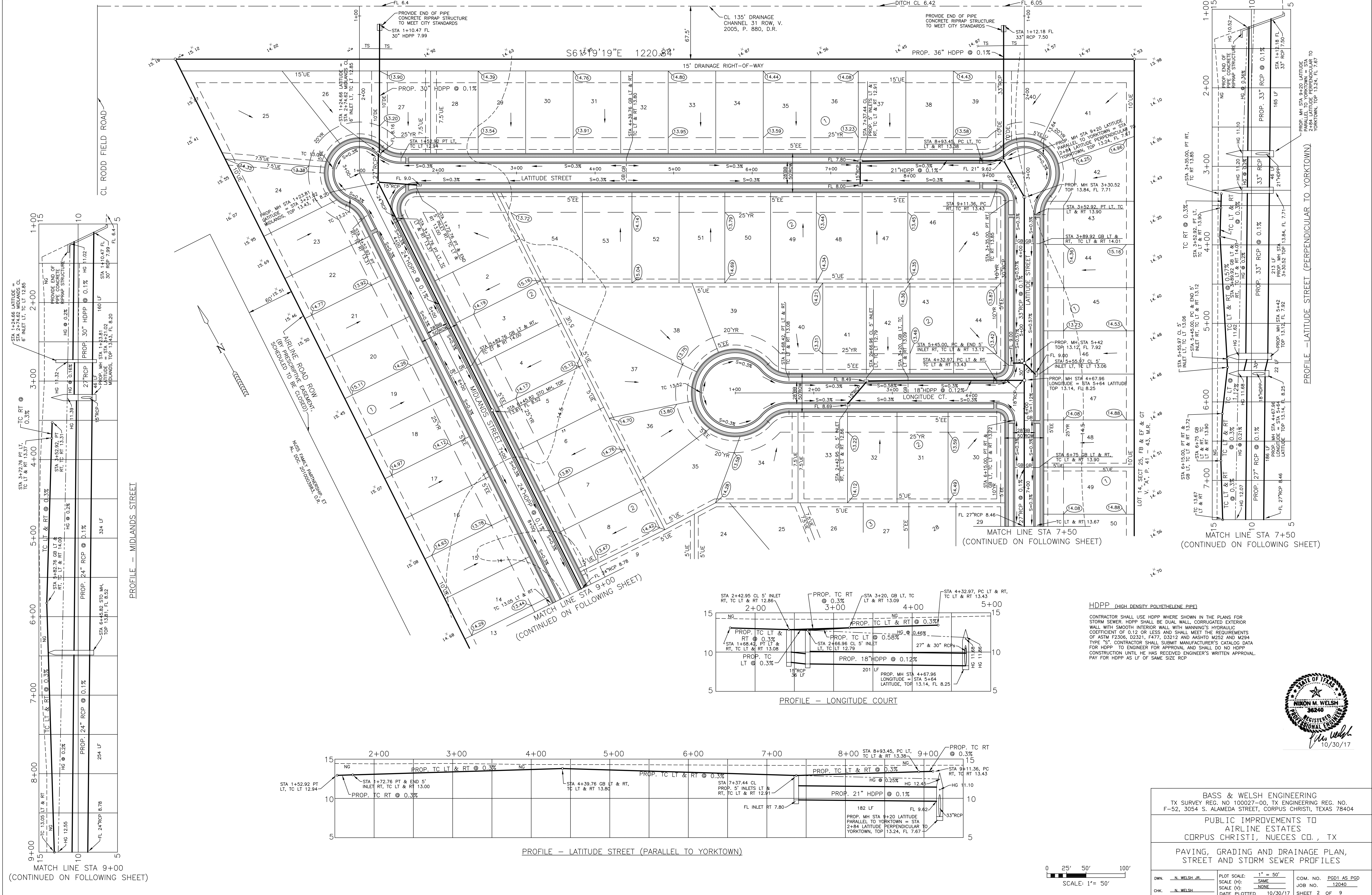


## DEVELOPER:

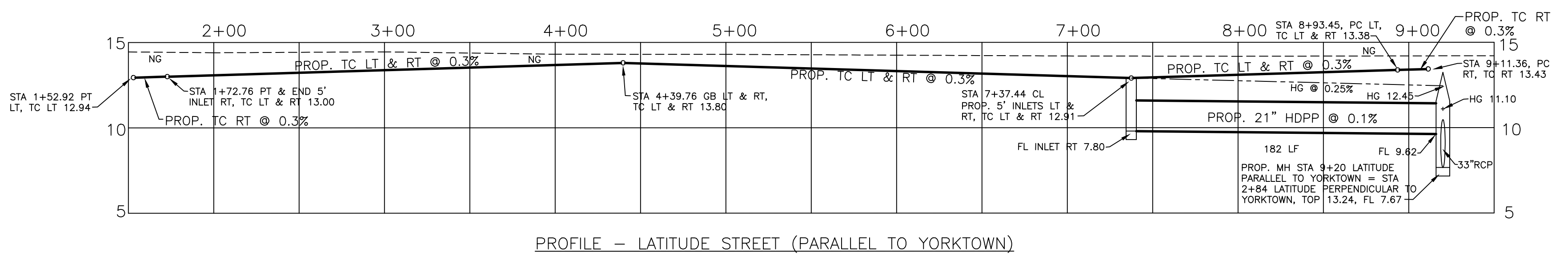
AEL DEVELOPMENT, LLC  
4835 SARATOGA BLVD., PMB 42,  
CORPUS CHRISTI, TX 78413  
765-7241

BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404			
PUBLIC IMPROVEMENTS TO AIRLINE ESTATES CORPUS CHRISTI, NUECES CO., TX			
COVER SHEET AND MISCELLANEOUS INFORMATION			
DWN. _____	PLOT SCALE: 1" = 50'	COM. NO. _____	CS.DWG _____
CHK. N. WELSH	SCALE (H): AS SHOWN	JOB NO. _____	12040
	SCALE (V): AS SHOWN	SHEET 1 OF 9	
	DATE PLOTTED 10/30/17		

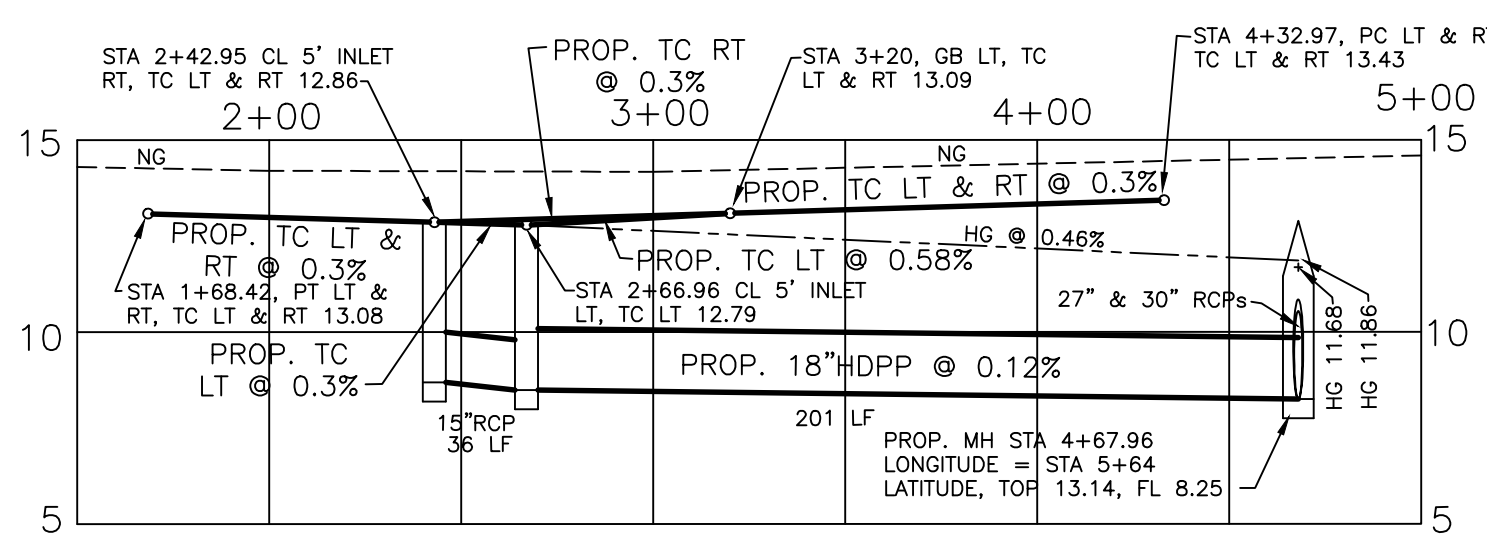




MATCH LINE STA 9+00  
(CONTINUED ON FOLLOWING SHEET)



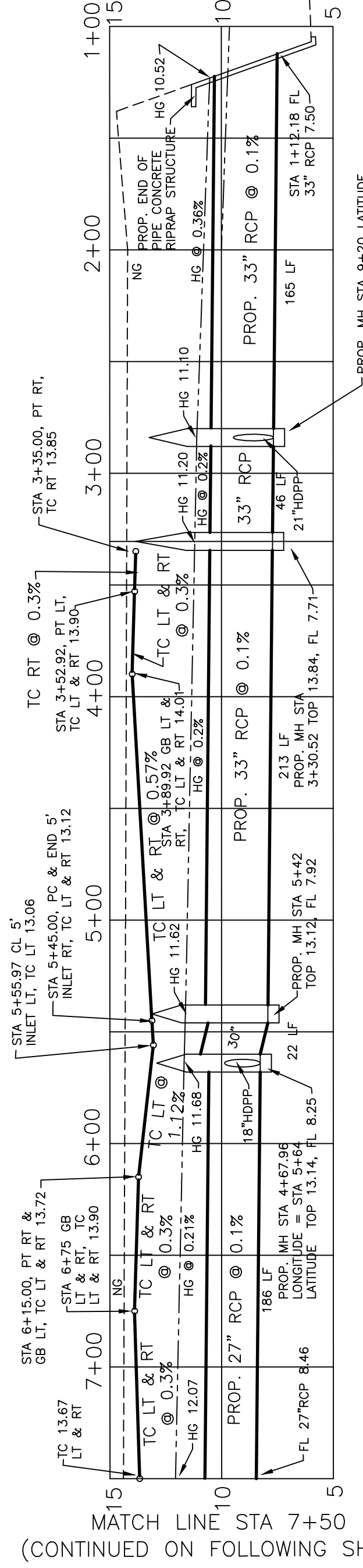
PROFILE - LATITUDE STREET (PARALLEL TO YORKTOWN)



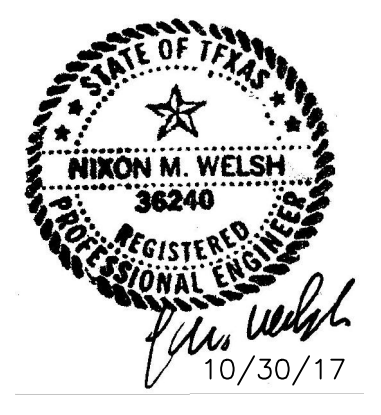
PROFILE - LONGITUDE COURT

**HDPP (HIGH DENSITY POLYETHYLENE PIPE)**

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



MATCH LINE STA 7+50  
(CONTINUED ON FOLLOWING SHEET)



BASS & WELSH ENGINEERING

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

PUBLIC IMPROVEMENTS TO

AIRLINE ESTATES

CORPUS CHRISTI, NUECES CO., TX

PAVING, GRADING AND DRAINAGE PLAN,

STREET AND STORM SEWER PROFILES

DWN. N. WELSH JR.

CHK. N. WELSH

PLOT SCALE: 1" = 50'

SCALE (H): SAME

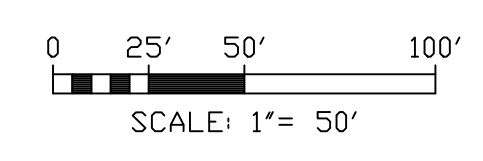
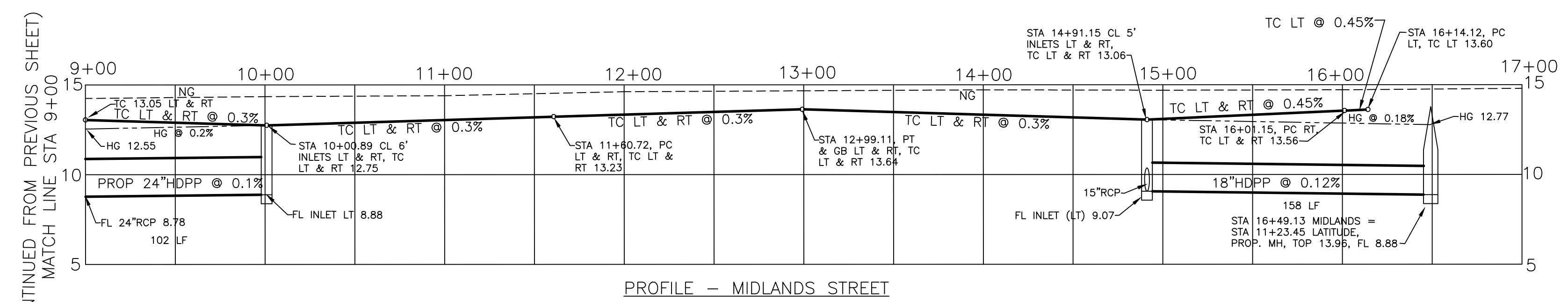
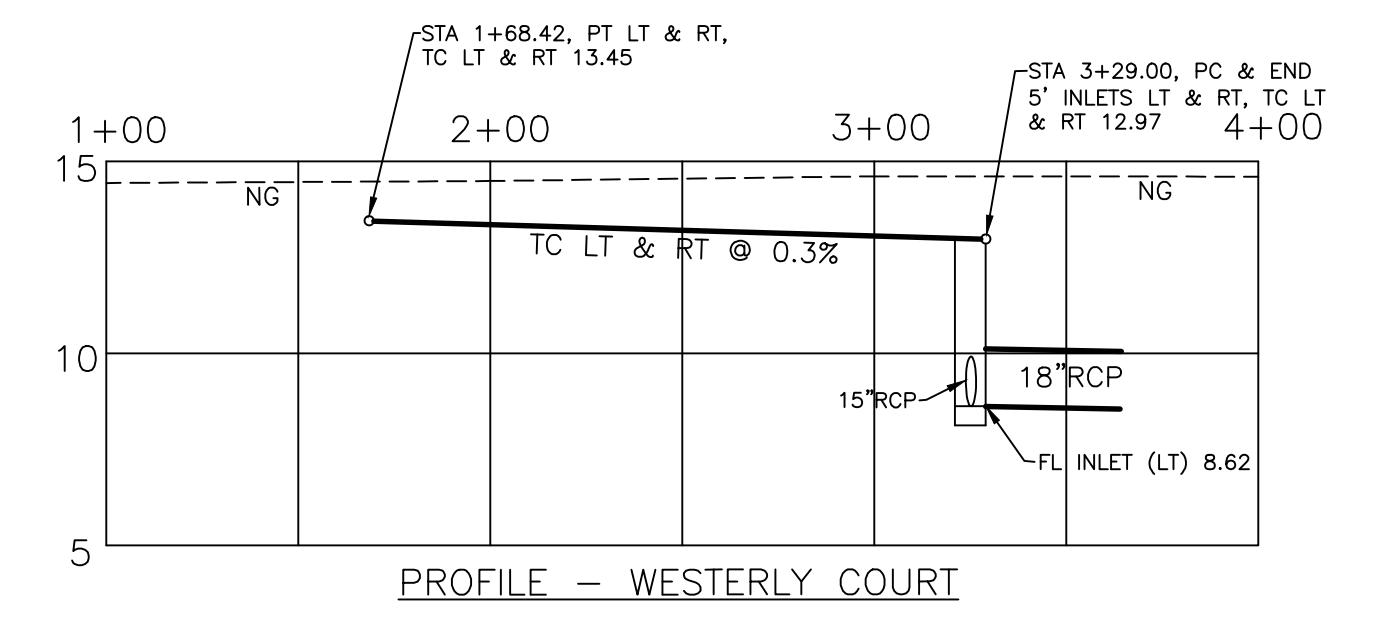
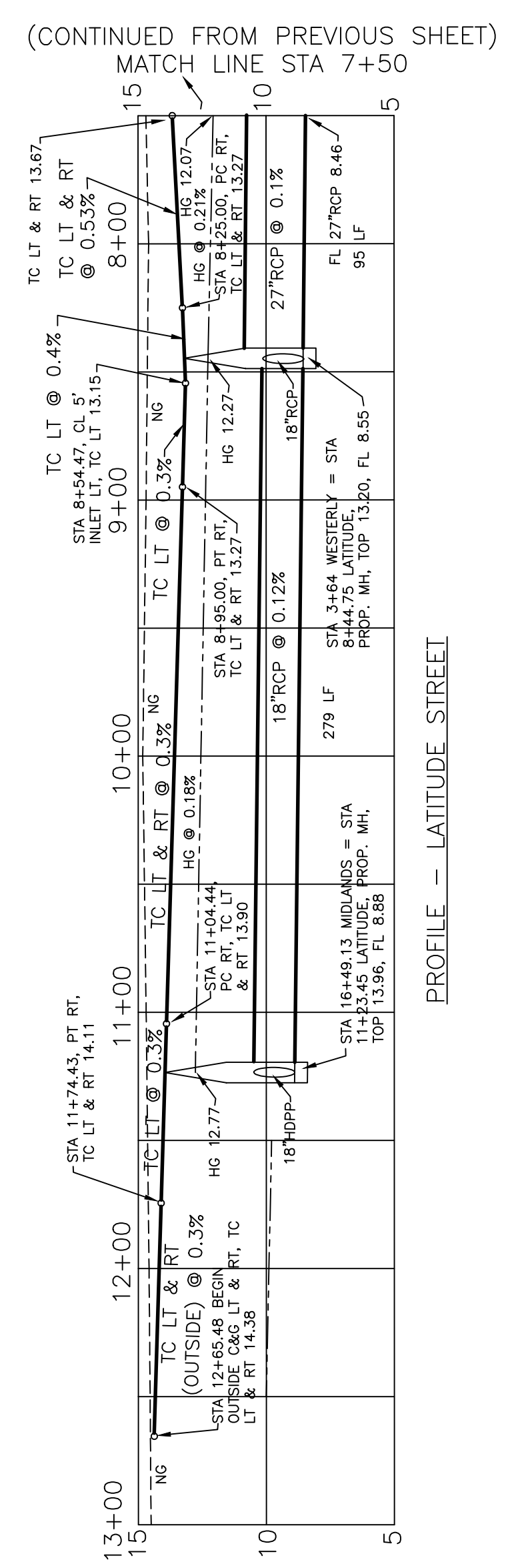
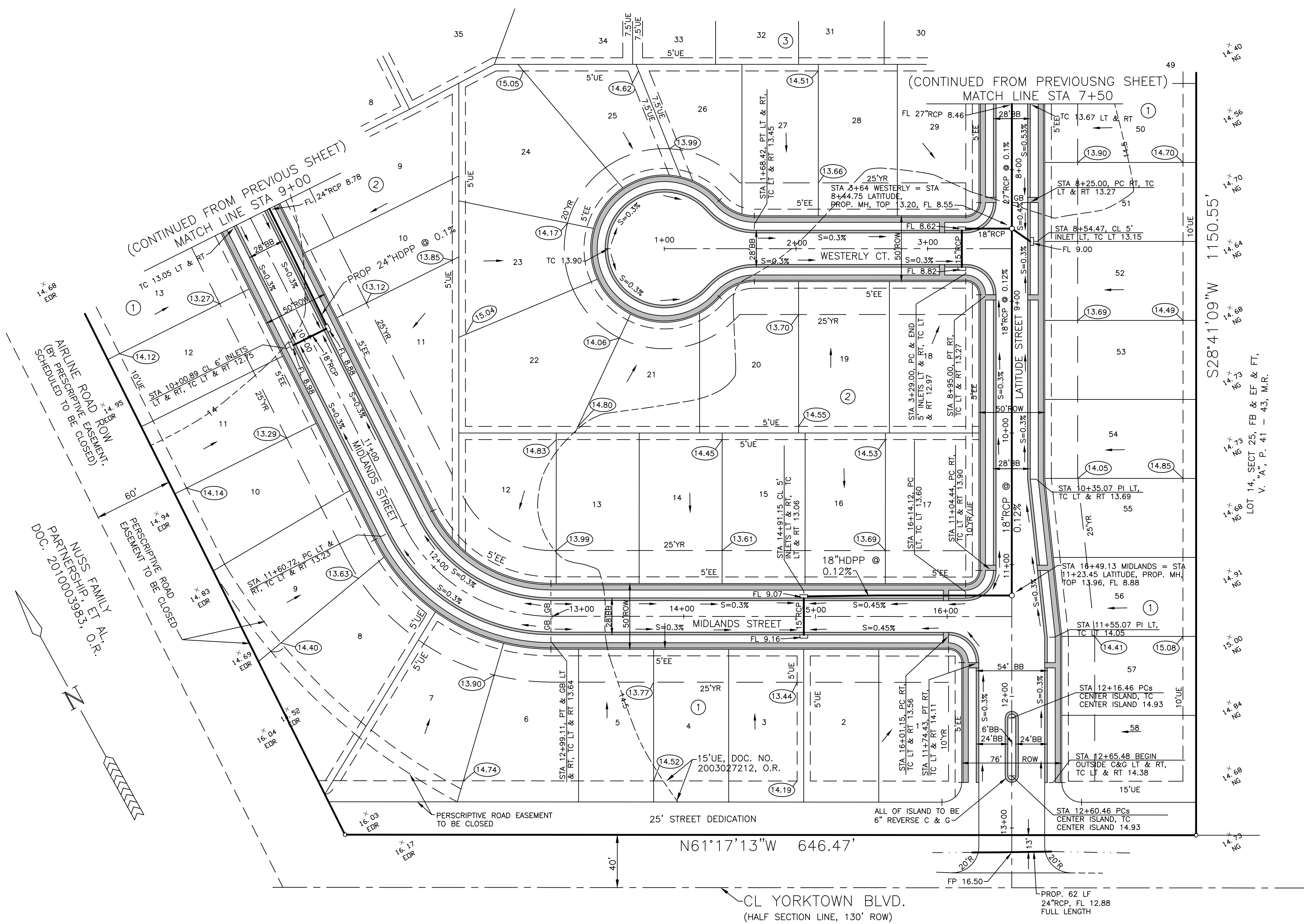
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DATE PLOTTED 10/30/17

COM. NO. PGD1 AS PGD

JOB NO. 12040

SHEET 2 OF 9



BASS & WELSH ENGINEERING

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

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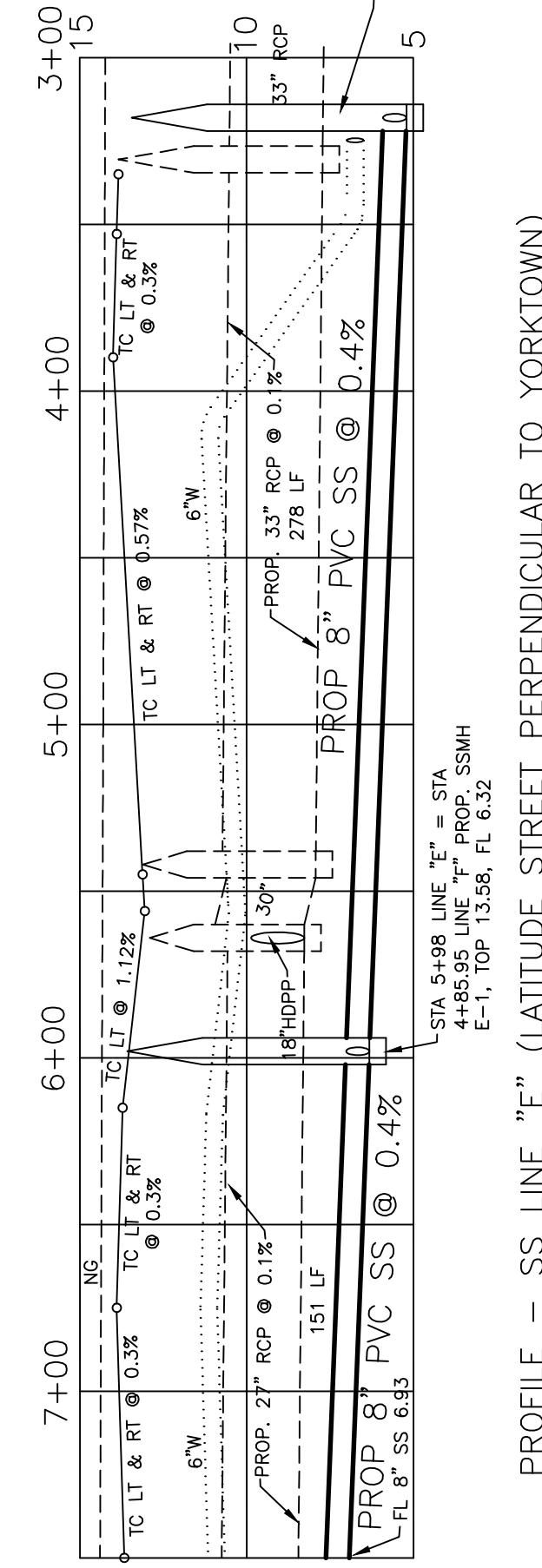
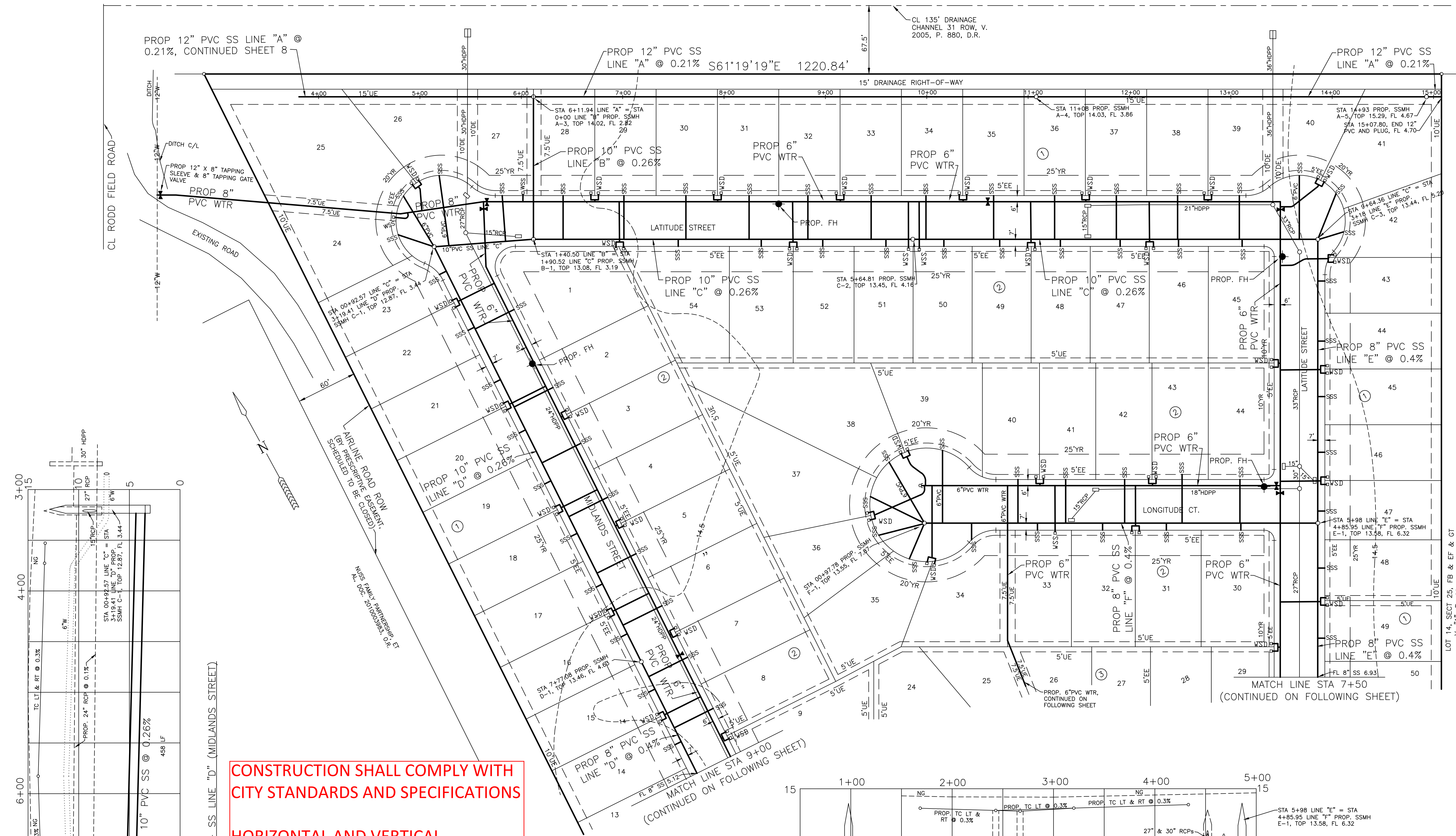
COM. NO. PGD AS PGD

JOB NO. 12040

SHEET 3 OF 9



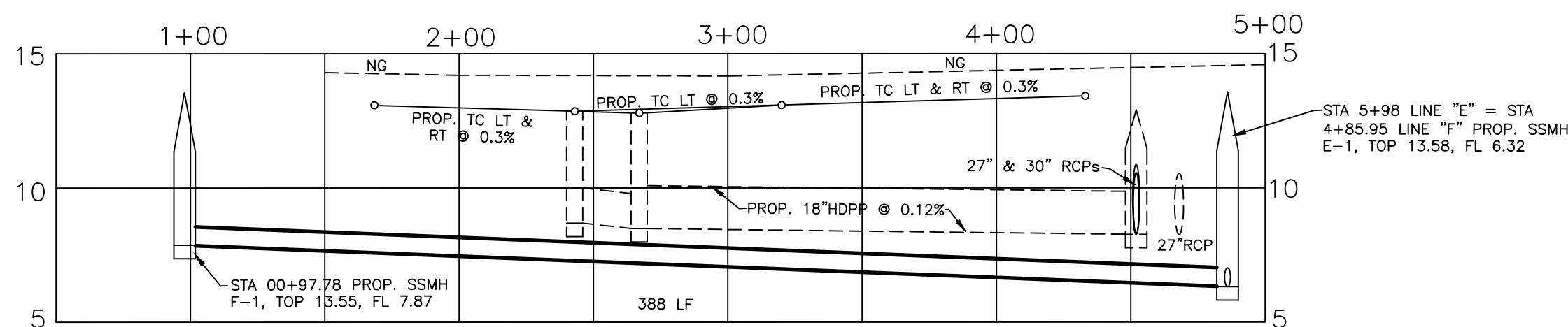




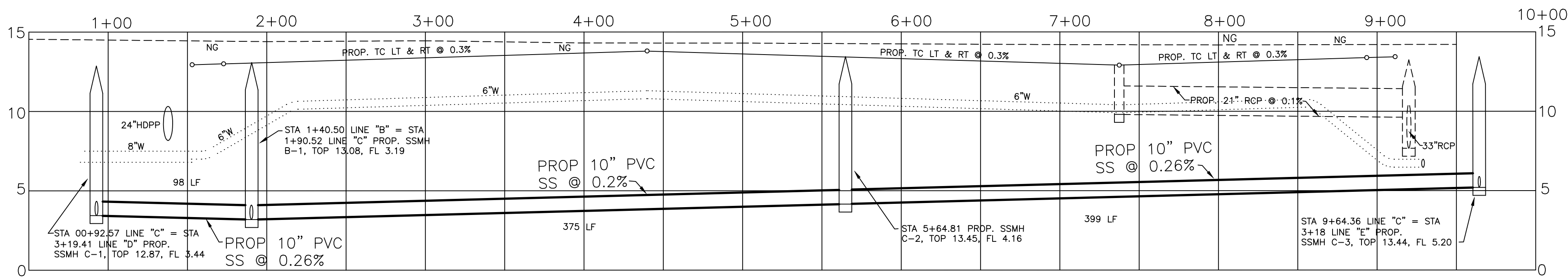
PROFILE — SS LINE "E" (LATITUDE STREET PERPENDICULAR TO YORKTOWN)

CONSTRUCTION SHALL COMPLY WITH CITY STANDARDS AND SPECIFICATIONS

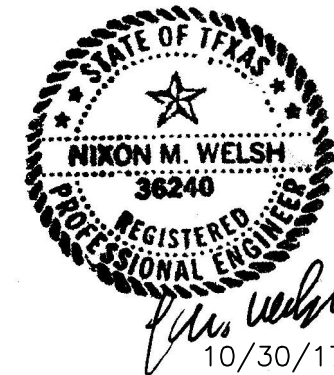
HORIZONTAL AND VERTICAL SEPERATION BETWEEN PUBLIC UTILITIES SHALL COMPLY WITH CITY AND TCEQ STANDARDS



PROFILE — SS LINE "F" (LONGITUDE COURT)

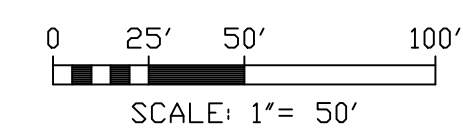
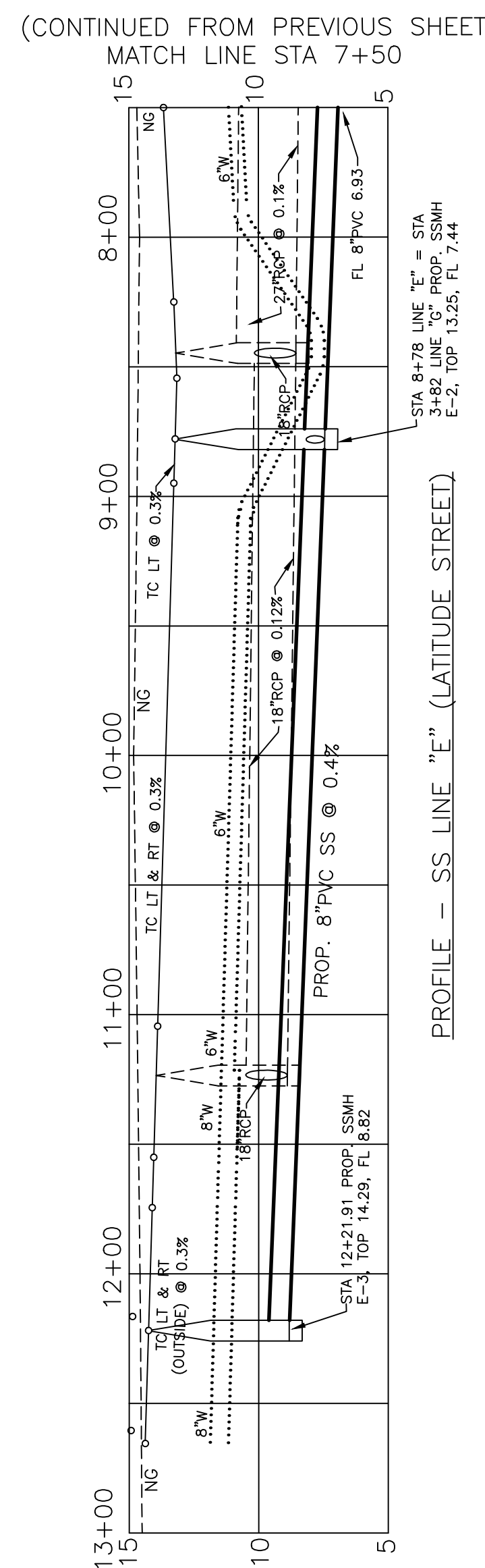


PROFILE — SS LINE "C" (LATITUDE STREET PARALLEL TO YORKTOWN)



BASS & WELSH ENGINEERING TX SURVEY REG. NO. 100027-00, TX ENGINEERING REG. NO. F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404			
PUBLIC IMPROVEMENTS TO AIRLINE ESTATES CORPUS CHRISTI, NUECES CO., TX			
SANITARY SEWER AND WATER PLAN & PROFILE			
DWN. N. WELSH JR.	PLOT SCALE: 1" = 50'	COM. NO. PGD1 AS SSW	
CHK. N. WELSH	SCALE (H): SAME	JOB NO. 12040	
	SCALE (V): NONE		
	DATE PLOTTED 10/30/17	SHEET 4 OF 9	

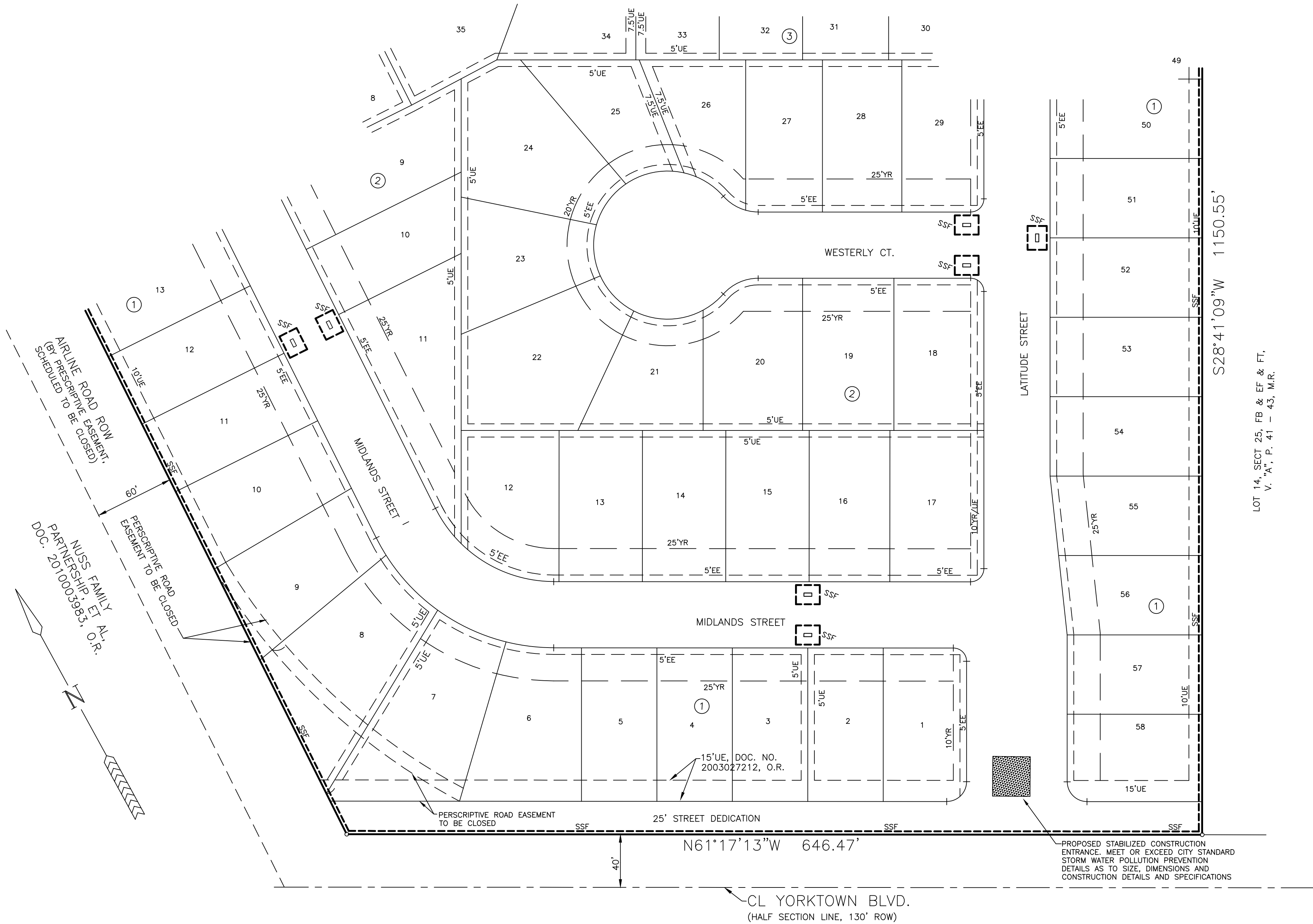




<p align="center"><b>BASS &amp; WELSH ENGINEERING</b>          TX SURVEY REG. NO 100027-00, TX ENGINEERING REG. NO.          F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404</p>			
<p align="center"><b>PUBLIC IMPROVEMENTS TO          AIRLINE ESTATES          CORPUS CHRISTI, NUECES CO., TX</b></p>			
<p align="center"><b>SANITARY SEWER AND WATER PLAN &amp; PROFILE</b></p>			
DWN.	<u>N. WELSH JR.</u>	PLOT SCALE: 1" = 50' SCALE (H): SAME SCALE (V): NONE	COM. NO. PGD2 AS SSW JOB NO. 12040
CHK.	<u>N. WELSH</u>	DATE PLOTTED 10/30/17	SHEET 5 OF 9







STREET AND SURFACE ITEMS		
ITEM	DESCRIPTION	QUANTITY UNIT
1	2" HM&C	12415 SY
2	6" CURB & GUTTER	7694 LF
3	4" THICK CONCRETE WALK	31306 SF
4	6" CRUSHED LIMESTONE BASE TO 2'BC	15833 SY
5	8" LIME STABILIZED SUBGRADE TO 2'BC	15833 SY
6	STREET SIGN	6 EA
7	EXCAVATION	1 LS
8	CLEARING & GRUBBING	1 LS

STORM SEWER ITEMS		
ITEM	DESCRIPTION	QUANTITY UNIT
1	15" RCP	198 LF
2	18" RCP	635 LF
3	21" RCP	178 LF
4	24" RCP	733 LF
5	27" RCP	311 LF
6	30" RCP	181 LF
7	33" RCP	258 LF
8	36" RCP	170 LF
9	MANHOLE	8 EA
10	5' INLET	12 EA
11	6' INLET	3 EA
12	END OF PIPE CONCRETE RIPRAP STRUCTURE IN DITCH	2 EA

## ESTIMATE SUMMARY

ON-SITE SANITARY SEWER ITEMS		
ITEM	DESCRIPTION	QUANTITY UNIT
1	10" PVC PIPE	1452 LF
2	8" PVC PIPE	2355 LF
3	4" OR 6" PVC SERVICE	112 EA
4	FIBERGLASS MANHOLE	12 EA

OFF-SITE SANITARY SEWER ITEMS		
ITEM	DESCRIPTION	QUANTITY UNIT
1	12" PVC PIPE	1257 LF
2	DEWATERING FOR 12" PIPE	1257 LF
3	FIBERGLASS MANHOLE	4 EA
4	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION), FOR OFFSITE SS	1 LS

ON-SITE WATER ITEMS		
ITEM	DESCRIPTION	QUANTITY UNIT
1	12" TAPPING SADDLE WITH 8" TAPPING GATE VALVE AND BOX	1 EA
2	8" PVC PIPE	372 LF
3	8" TEE	3 EA
4	8" X 6" REDUCER	2 EA
5	6" PVC PIPE	3844 LF
6	6" CAP TAPPED FOR 2"	2 EA
7	6" GATE VALVE WITH BOX	19 EA
8	6" EL, ANY ANGLE	12 EA
9	6" TEE	11 EA
10	6" X 30" PVC PIPE NIPPLE	21 EA
11	FIRE HYDRANT ASSEMBLY	8 EA
12	WATER SERVICE, DOUBLE	50 EA
13	WATER SERVICE, SINGLE	12 EA

OFF-SITE WATER ITEMS		
ITEM	DESCRIPTION	QUANTITY UNIT
1	8" PVC PIPE	110 LF
2	12" X 8" TAPPING SADDLE WITH 8" TAPPING GATE VALVE AND BOX	1 EA
3	TRAFFIC CONTROL DURING CONSTRUCTION FOR OFFSITE WATER	1 LS

MISCELLANEOUS ITEMS		
ITEM	DESCRIPTION	QUANTITY UNIT
1	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION), ALL BUT OFFSITE WATER AND SS	1 LS
2	TRENCH SAFETY FOR EXCAVATIONS (SANITARY SEWER AND STORM SEWER PIPES OF ALL SIZES)	6380 LF
3	4" PVC CONDUIT FOR AEP	700 LF
4	STORM WATER POLLUTION PREVENTION	1 LS

### SEDIMENTATION SCREENING FENCE

SEE CITY STANDARD STORM WATER POLLUTION PREVENTION DETAILS FOR CONSTRUCTION

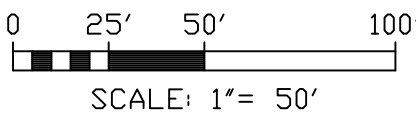
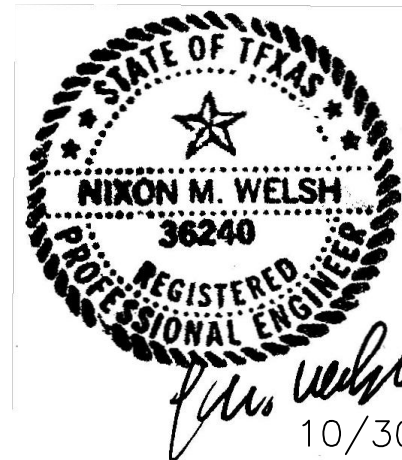
### POLLUTION PREVENTION NOTES

- CONSTRUCTION ENTRANCE - CONSTRUCT A PROPOSED 28' X 30' CONSTRUCTION ENTRANCE CONSISTING OF AN AREA SURFACED WITH CRUSH STONE OR GRAVEL OF SIZE 2" TO 4". THE GRAVEL OR CRUSHED STONE SHALL BE PLACED IN A MINIMUM 6" THICK LAYER AND SHALL OVERLAY A LAYER OF FILTER CLOTH MEETING THE SAME REQUIREMENTS AS FOR SILT FENCE. CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION ENTRANCE IN GOOD CONDITION THROUGHOUT THE DURATION OF THE PROJECT AND SHALL REMOVE MUD OR OTHER DEBRIS FROM THE CONSTRUCTION ENTRANCE PERIODICALLY DURING THE PROJECT.
- CONSTRUCTION EQUIPMENT TRACKING - CONTRACTORS SHALL ENSURE THAT NO MUD OR ANY OTHER DEBRIS BE TRACKED ONTO ANY PAVED STREETS IN THE AREA OF THIS PROJECT. SHOULD ANY MUD OR OTHER DEBRIS BE TRACKED ONTO PAVED STREETS, CONTRACTOR SHALL IMMEDIATELY CLEANUP SAME AT HIS OWN EXPENSE.
- SILT SCREENS - CONSTRUCT SILT SCREENS AT LOCATIONS AS SHOWN IN THE PLANS. ALL SILT SCREENS SHALL MEET THE REQUIREMENTS OF CITY STANDARD SPECIFICATION 02420 "SILT FENCE". THE SILT FENCES SHALL BE INSPECTED THROUGHOUT THE CONSTRUCTION PERIOD ON A WEEKLY BASIS AND SHALL BE REPAIRED/REPLACED AS NECESSARY.
- SOLID WASTE DISPOSAL - ALL TRASH AND DEBRIS WILL BE HAULED TO AN APPROVED LANDFILL. NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON-SITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES SHALL BE POSTED AT THE JOB SITE.
- HAZARDOUS WASTE - NO HAZARDOUS WASTE IS EXPECTED TO BE GENERATED OR ENCOUNTERED IN THIS PROJECT. IN THE EVENT THAT HAZARDOUS WASTE IS ENCOUNTERED, ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS OR BY THE MANUFACTURER.
- SPILL PREVENTION - THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF. AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THIS JOB. ALL MATERIALS STORED ON-SITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE. PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL. SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER. WHENEVER POSSIBLE, ALL OF THE PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER. MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED. THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ON-SITE. FUELING OF CONSTRUCTION VEHICLES SHALL BE MADE A MINIMUM OF 200' AWAY FROM ANY DRAINAGE INLET OR SWALE.
- PAY FOR SILT SCREEN FENCES, STABILIZED CONSTRUCTION ENTRANCE AND ALL POLLUTION PREVENTION MEASURES OF ALL TYPES IN UNIT PRICE OF "STORM WATER POLLUTION PREVENTION".
- CONTRACTOR SHALL ENSURE DUST ON THE SITE IS CONTROLLED (NOT ALLOWED TO BLOW TO ADJACENT PROPERTY) BY DAMPENING DURING CONSTRUCTION.

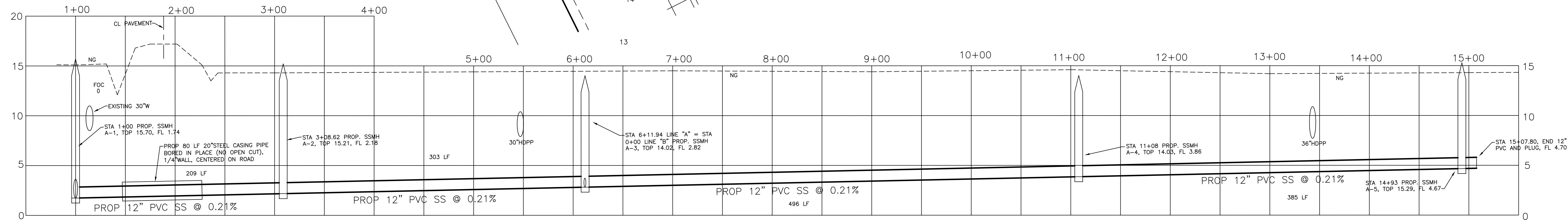
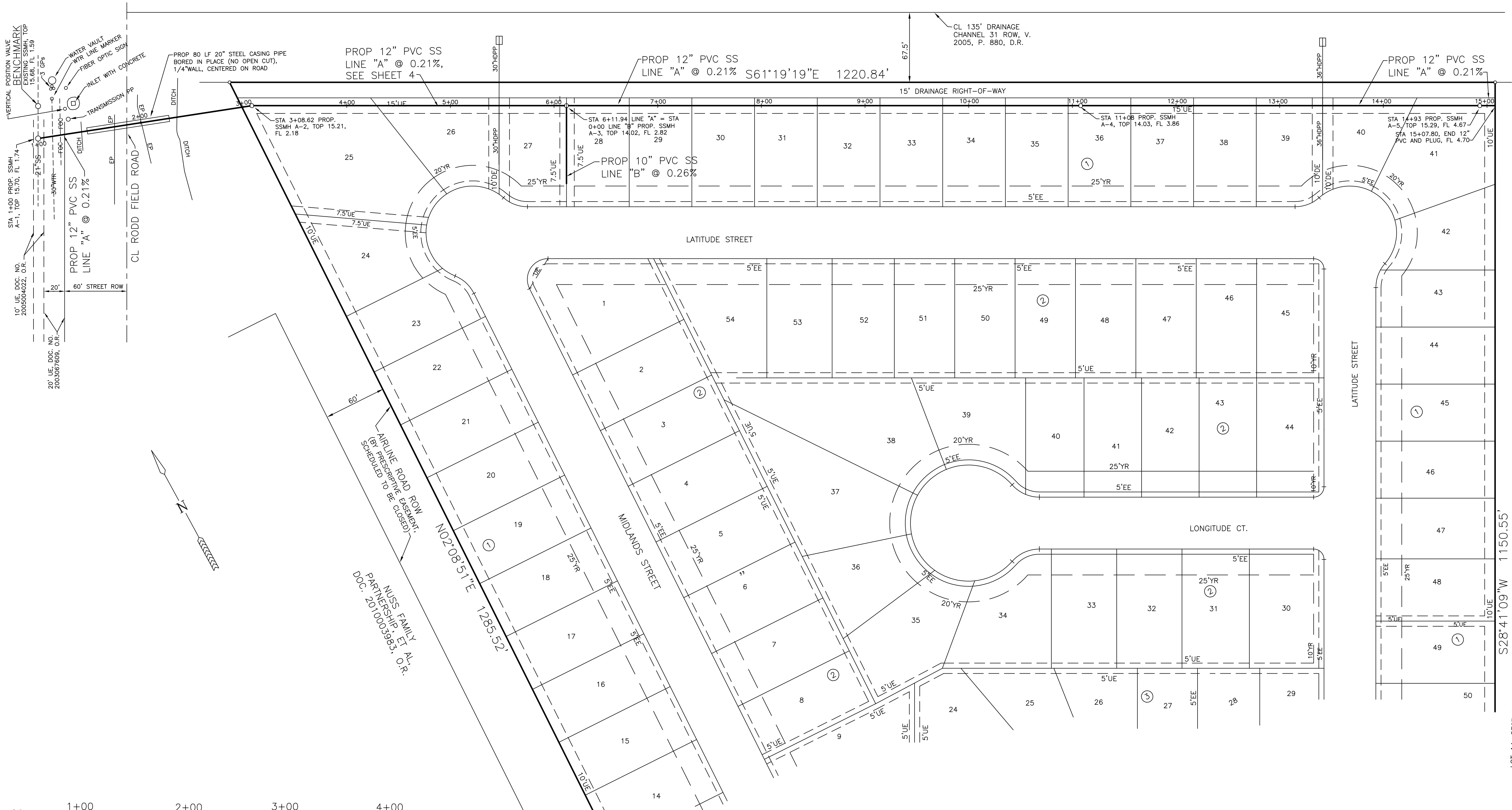
- CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT ANYWHERE ON THE PROJECT SITE UNLESS THE SURPLUS CONCRETE OR DRUM WASH WATER IN CONCRETE TRUCKS IS DISCHARGED AT A FACILITY ON THE CONSTRUCTION SITE THAT WILL RETAIN ALL CONCRETE WASH WATERS OR LEACHATES, INCLUDING ANY WASH WATERS OR LEACHATES MIXED WITH STORM WATER. CONCRETE WASH WATERS AND LEACHATES MAY NOT BE ALLOWED TO ENTER THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, CITY STREETS, THE WATERS OF THE UNITED STATES, OR GROUND WATERS.
- NON-CONCRETE TRUCK VEHICLES SHALL BE WASHED AT THE STABILIZED CONSTRUCTION ENTRANCE IN A MANNER TO REMOVE ALL MUD AND DEBRIS FROM THE TIRES.
- THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) GENERAL PERMIT REQUIRES STABILIZATION MEASURES TO BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND MUST BE INITIATED IMMEDIATELY AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. CONSTRUCTION TEMPORARILY CEASED - "IMMEDIATELY" MEANS AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE NEXT WORK DAY, EXCEPT WHERE TEMPORARY STABILIZATION IS INFEASIBLE, BUT TEMPORARY PERIMETER CONTROLS ARE UTILIZED INSTEAD; THE OPERATOR MUST DOCUMENT WHY STABILIZATION IS INFEASIBLE AND DEMONSTRATE THAT PERIMETER CONTROLS WILL RETAIN SEDIMENT ON-SITE. CONSTRUCTION PERMANENTLY CEASED - "IMMEDIATELY" MEANS AS SOON AS PRACTICABLE, BUT NO MORE THAN 14 DAYS AFTER INITIATION, EXCEPT WHERE THE INITIATION OF PERMANENT STABILIZATION MEASURES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.

### CCR 015700 TEMPORARY CONTROLS

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



BASS & WELSH ENGINEERING TX SURVEY REG. NO. 100027-00, TX ENGINEERING REG. NO. F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404			
PUBLIC IMPROVEMENTS TO AIRLINE ESTATES CORPUS CHRISTI, NUECES CO., TX			
STORM WATER POLLUTION PREVENTION PLAN AND ESTIMATE SUMMARY			
DWN. <u>N. WELSH JR.</u>	PLOT SCALE: <u>1" = 50'</u>	COM. NO. <u>P022 AS SWPPP</u>	
CHK. <u>N. WELSH</u>	SCALE (H): <u>SAME</u>	JOB NO. <u>12040</u>	
	SCALE (V): <u>NONE</u>	SHEET <u>7</u> OF <u>9</u>	
	DATE PLOTTED <u>10/30/17</u>		

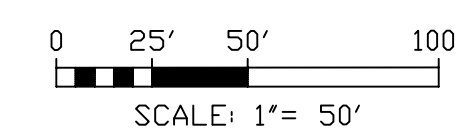


PROFILE - SS LINE "A" (OFFSITE AND IN EASEMENT)

LOT 14, SECT 25, FB & EF & FT,  
V. "A", P. 41 - 43, M.R.  
S28°41'09"W 1150.55'



BASS & WELSH ENGINEERING TX SURVEY REG. NO 100027-00, TX ENGINEERING REG. NO. F-52, 3054 S. ALAMEDA STREET, CORPUS CHRISTI, TEXAS 78404		
PUBLIC IMPROVEMENTS TO AIRLINE ESTATES CORPUS CHRISTI, NUECES CO., TX		
OFFSITE SANITARY SEWER PLAN & PROFILE		
DWN. N. WELSH JR.	PLOT SCALE: 1" = 50'	COM. NO. OS-SS
CHK. N. WELSH	SCALE (H): SAME	JOB NO. 12040
	SCALE (V): NONE	DATE PLOTTED 11/17/17
		SHEET 8 OF 9

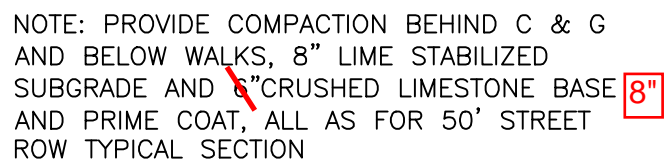




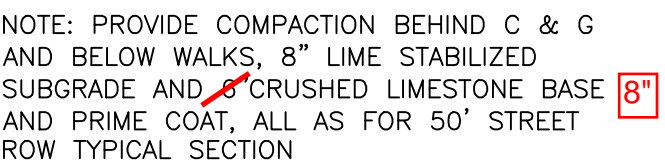


1. REINFORCE ALL DITCH LINING WITH 6 X 6 X 6/6 WWF THROUGHOUT, PLACED MIDHEIGHT IN CONCRETE. BEND TO CONFORM.
2. GRASS SEED ALL AREAS OF DITCH THAT HAVE BEEN DISTURBED WITH INSTALLATION OF PIPE AND LINING.

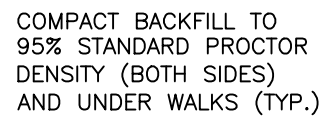
## NTS



NT:



NTS



6" CRUSHED LIMESTONE BASE TO 2' BEHIND C & G  
TO MEET REQUIREMENTS OF CITY STANDARD  
SPECIFICATION 025223 CRUSHED LIMESTONE FLEXIBLE  
BASE. COMPACT TO 95% MODIFIED PROCTOR DENSITY  
AT A MOISTURE CONTENT +/- 2% OF OPTIMUM  
MOISTURE. MINIMUM THICKNESS 4" BENEATH C&G

NOTE: PAY FOR CRUSHED  
LIMESTONE BASE BY SQUARE  
YARD AS THOUGH OF UNIFORM  
THICKNESS OF 6"

8" LIME STABILIZED SUBGRADE TO 2' BEHIND C&G BOTH SIDES OF STREET AND COMPACTED TO 95% STANDARD PROCTOR DENSITY WITHIN +/- TWO PERCENTAGE POINTS OF OPTIMUM MOISTURE. LIME SHALL BE APPLIED AT THE RATE OF 34 LB/SY (TO BE VERIFIED THROUGH GEOTECHNICAL TESTING). 8" THICKNESS BENEATH C&G AND TO 2' BEHIND C&G

## NTS



-2 7/8" O.D. X 12 GA. GALVANIZED TUBING  
-ASTM A 787  
-WEIGHT 7.2#

MATERIA

-3 1/2" X 8 1/2" X 11 GA. GALVANIZED SHEET  
-ASTM A - 526 G-90  
-WEIGHT 1#



NOTES:

1. ALL STREET NAME BLADES SHALL BE 9" TALL EXTRUDED ALUMINUM BLADES WITH GREEN HIGH INTENSITY PRISMATIC (HIP) SHEETING, USING WHITE 6" TALL CAPITAL LETTER WITH LOWERCASE LETTERING.
2. TRIANGULAR SLIP BASE SYSTEMS ARE REQUIRED FOR ROADSIDE SIGN SUPPORTS THIS PROJECT.



BASS AND WELSH ENGINEERING  
TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET  
CORPUS CHRISTI, TEXAS 78404

PUBLIC IMPROVEMENTS TO  
AIRLINE ESTATES  
CORPUS CHRISTI, NUECES CO., TX

## STREET, SIDEWALK AND DRAINAGE DETAILS

DWN.		PLOT SCALE:	1" = 50'	COM. NO.	STR-DET
		SCALE (H):	AS SHOWN	JOB NO.	12040
CHK.	N. WELSH	SCALE (V):	AS SHOWN		
		DATE PLOTTED	10/30/17	SHEET 9	OF 9

NIXON M. WELSH, P.E., R.P.L.S.  
Email: NixMW1@gmail.com

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

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

AIRLINE ESTATES  
SANITARY SEWER REIMBURSEMENT ESTIMATE  
12/27/17

SANITARY SEWER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" PVC PIPE	204	LF	65.00	\$13,260.00
2	DEWATERING FOR 12" PIPE	204	LF	32.50	6,630.00
3	FIBERGLASS MANHOLE	1	EA	7,000.00	7,000.00
4	20" STEEL CASING PIPE BORED IN PLACE	80	LF	445.00	35,600.00
5	TRAFFIC CONTROL AND BARRICADING PLAN AND PERMITTING (TRAFFIC CONTROL DURING CONSTRUCTION), FOR OFFSITE SS	1	LS	750.00	750.00
6	OVERSIZE OVERDEPTH (10" PIPE TO 12" PIPE)	1337	LF	17.00	22,729.00
SUBTOTAL					\$85,969.00
10% Engineering, Surveying and Testing					<u>8,596.90</u>
TOTAL					\$94,565.90
LESS CITY WASTEWATER SYSTEM LOT FEE					<u>-42,051.00</u>
TOTAL AMOUNT REIMBURSABLE					\$52,514.90

NOTE: MAXIMUM AMOUNT REIMBURSABLE = 12" X 42,051 X 50% = \$252,306.00, THUS OK.

## **INSURANCE REQUIREMENTS**

### **I. CONTRACTOR'S LIABILITY INSURANCE**

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

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
30-Day Notice of Cancellation required on all certificates or by policy endorsement(s)	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY <ol style="list-style-type: none"><li>1. Broad Form</li><li>2. Premises – Operations</li><li>3. Products/Completed Operations Hazard</li><li>4. Contractual Liability</li><li>5. Broad Form Property Damage</li><li>6. Independent Contractors</li><li>7. Personal and Advertising Injury</li><li>8. Professional Liability (if applicable)</li><li>9. Underground Hazard (if applicable)</li><li>10. Environmental (if applicable)</li></ol>	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY <ol style="list-style-type: none"><li>1. Owned</li><li>2. Hired &amp; Non-owned</li><li>3. Rented &amp; Leased</li></ol>	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (for paid employees)	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY	\$500,000 / \$500,000 / \$500,000
PROPERTY INSURANCE	Contractor shall be responsible for insuring all owned, rented, or leased personal property for all perils.

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

## II. ADDITIONAL REQUIREMENTS

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

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

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

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





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: Ael Development LLC  
STREET: 4233 Saratoga Blvd CITY: CC TX ZIP: 78413  
FIRM is: ☒ Corporation ☐ Partnership ☐ Sole Owner ☐ Association ☐ Other \_\_\_\_\_

### DISCLOSURE QUESTIONS

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

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

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

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

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

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

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

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

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

### 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: Hamed Mosteghasi Title: General Partner  
(Print)  
Signature of Certifying Person: \_\_\_\_\_ Date: Oct 13/2017

### 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.

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

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** March 23, 2016

**Grantor:** DORSAL DEVELOPMENT, LLC, a Texas limited liability company

**Grantor's Mailing Address**

**(Including County):** P. O. Box 8155  
Corpus Christi, Nueces County, Texas 78468

**Grantee:** AEL DEVELOPMENT, LLC, a Texas limited liability company

**Grantee's Mailing Address**

**(Including County):** 4833 Saratoga Boulevard, PMB 423  
Corpus Christi, Nueces County, Texas 78413

**Consideration:** Ten and No/100 Dollars and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, and further consideration of the execution and delivery of a certain promissory note of even date that is in the original principal amount of \$715,000.00 payable to the order of Charter Bank as payee, being secured by a first and superior vendor's lien retained herein in favor of said payee and also secured by a first lien deed of trust from Grantee to Sid Ridlehuber, Trustee, for the benefit of said payee.

**Property (Including Any Improvements):**

Field Notes to describe the boundary of a 28.9767 acre tract of land being a portion of Lots Fifteen (15) and Sixteen (16), Section Twenty-Five (25), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, as recorded in Volume A, Pages 41 through 43 of the Map Records, Nueces County, Texas, and being a portion of that land deeded to Karen Ann Smith, et al, described as Exhibit "B" in Document #1999015842, Official Public Records of Nueces County, Texas, said 28.9767 acre tract being more particularly described by metes and bounds more fully described in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

**Reservation from Conveyance:** None.

**Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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. When the Grantor or the Grantee is other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neutral. It is expressly agreed that the vendor's lien retained herein is in favor of and hereby assigned to the holder of the deed of trust liens on the property, and that the vendor's lien against the property, premises and improvements, shall be retained until the promissory note described herein is fully paid according to its terms, at which time this Deed will become absolute.

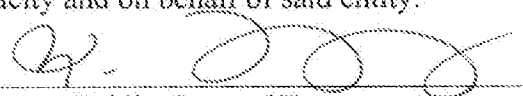
**DORSAL DEVELOPMENT, LLC, a  
Texas limited liability company**

By:   
Ata O. Azali, Member

THE STATE OF TEXAS  
COUNTY OF NUECES

§  
§

This instrument was acknowledged before me on this 1st day of April, 2016, by **Ata O. Azali, Member of DORSAL DEVELOPMENTS, LLC**, a Texas limited liability company, in said capacity and on behalf of said entity.

  
Notary Public, State of Texas



**AFTER RECORDING RETURN TO:**

**AEL DEVELOPMENT, LLC**  
4833 Saratoga Blvd., PMB 423  
Corpus Christi, Texas 78413

GF#2089732-FTC (Holly - RL)

**PREPARED IN THE LAW OFFICE OF:**

**Brent Chesney**  
**BRENT CHESNEY, Attorney At Law**  
Holly Oaks Professional Plaza  
5402 Holly Road  
Building B, Suite 2202  
Corpus Christi, Texas 78411

## EXHIBIT 'A'

File No.: 2089732-FTC (RPL)  
Property: Yorktown Blvd., Corpus Christi, TX

FIELD NOTES to describe the boundary of a 28.9767 acre tract of land being a portion of Lots Fifteen (15) and Sixteen (16), Section Twenty-five (25), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, as recorded in Volume A, Pages 41 through 43 of the Map Records, Nueces County, Texas, and being a portion of that land deeded to Karen Ann Smith, et al, described as Exhibit "B" in Document #1999015842, Official Public Records of Nueces County, Texas, said 28.9767 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 60d nail set in the centerline of Yorktown Boulevard (80' ROW) for the southeast corner of said Lot 15 and the southeast corner of this tract, from which a 5/8" steel rod found in the north right-of-way of Yorktown Boulevard, the west line of Lot 14, Section 25 and the east line of said Lot 15 bears North 29° East, 40 feet;

THENCE, North 61° 00' 00" West, along the centerline of said Yorktown Boulevard, a distance of 646.46 feet to a 60d nail set for the southwest corner of this tract;

THENCE, North 29° 00' 00" East, a distance of 40.00 feet to a 5/8" steel rod set in the east right-of-way of Airline Road, County Road 11 (60' ROW) and the north right-of-way of Yorktown Blvd. for an interior corner of this tract;

THENCE, North 02° 26' 06" East, along said Airline Road right-of-way, a distance of 1371.92 feet to a 5/8" steel rod set in the east right-of-way of Rodd Field Road (120' ROW) for a bend point in the west line of this tract;

THENCE, North 29° 00' 00" East, along said Rodd Field Road right-of-way, a distance of 52.92 feet to a 5/8" steel rod set in the south line of Lot 1, Section 25 and the north line of said Lot 16 for the northwest corner of this tract;

THENCE, South 61° 00' 00" East, a distance of 1260.00 feet to a 5/8" steel rod set for the southeast corner of Lot 2, Section 25, the southwest corner of Lot 3, Section 25, the northwest corner of said Lot 14 and the northeast corner of said Lot 15 for the northeast corner of this tract;

THENCE, South 29° 00' 00" West, along the common line of Lots 14 and 15, at 125.58 feet pass a found 5/8" steel rod, at 1280.00 feet pass said 5/8" steel rod found in the north right-of-way of Yorktown Blvd., in all a distance of 1320.00 feet to the POINT OF BEGINNING and containing 28.9767 acres of land, less 4.5048 acres in easements and rights-of-way totaling 24.4719 acres net.

A.P.N. 2476-0025-0150

FIRST TITLE COMPANY

5402 Holly Rd.

Bldg. B, Ste. 2202

Corpus Christi, TX 78411

GP# 2089732-RL

Doc# 2016013254  
# Pages 5  
04/04/2016 12:32PM  
e-Filed & e-Recorded in the  
Official Public Records of  
NUECES COUNTY  
KARA SANDS  
COUNTY CLERK  
Fees \$27.00

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

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 HEREON BY ME AND WAS DULY  
RECORDED IN THE OFFICIAL PUBLIC  
RECORDS OF NUECES COUNTY TEXAS



*Kara Sands*  
COUNTY CLERK  
NUECES COUNTY, TEXAS



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

AEL Development, LLC  
File Number: 802401852

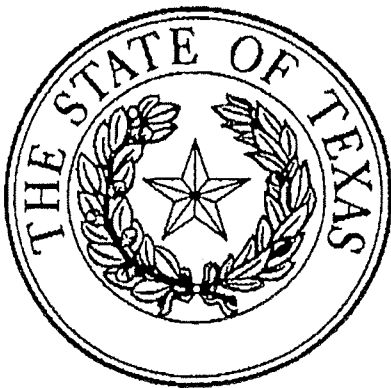
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/26/2016

Effective: 02/26/2016



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos  
Secretary of State

*Come visit us on the internet at <http://www.sos.state.tx.us/>*



FEB 26 2016

Corporations Section

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**CERTIFICATE OF FORMATION**

**OF**

**AEL DEVELOPMENT, LLC  
(A Limited Liability Company)**

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**ARTICLE ONE**

The name of the filing entity being formed is AEL Development, LLC (the "Company").

**ARTICLE TWO**

The filing entity being formed is a limited liability company.

**ARTICLE THREE**

The purpose for which the Company is formed is any lawful purpose for which a limited liability company may be formed under the Texas Business Organizations Code.

**ARTICLE FOUR**

The street address of the Company's initial Registered Office, and the name of its initial Registered Agent at that office, are as follows:

Hal George  
5350 South Staples Street, Suite 406  
Corpus Christi, Texas 78411

## ARTICLE FIVE

The Company will not have Managers. The name and address of the initial Member is:

Elham Azali  
4833 Saratoga Boulevard, PMB 423  
Corpus Christi, Texas 78413

## ARTICLE SIX

The following reasonable restrictions upon the transfer of units of membership interest of this Company ("Units"), hereinafter stated, are hereby imposed and shall be referred to on the face of each certificate and reproduced in full or in summary on the back thereof, to wit:

No Units of this Company shall be transferred whether through the voluntary or involuntary act of a Member or his personal representative or by the operation of law, unless such Units shall first have been offered to the Members acting as the governing authority of the Company, which shall have for a period of fifteen (15) days after such offer is submitted to said Company in writing the exclusive right and option to purchase all such Units at a price equal to the price at which such Units are being sold by operation of law or the price to be paid by a bona fide purchaser under written contract; but the personal representative of a deceased Member in the case of the death of a Member shall have the alternative right to offer such Units to the Company at a price determined by three arbitrators, one of whom shall be designated by the personal representative of the deceased Member, one of whom shall be designated by the Members acting as the governing authority of the Company, and one of whom shall be designated by the first two arbitrators so selected. It shall be the duty of the governing authority to notify the Members promptly in writing of the receipt of such offer. If the Company shall not have exercised its option to purchase within such time, then each of the other Members shall have within the next fifteen (15) days the exclusive option to purchase at such price that portion of Units submitted as each Member's ownership bears to the total outstanding Units, excluding those Units being submitted, or to purchase proportionately any or all of the Units submitted if not purchased by the other Members. After the expiration of such time, the Units so submitted that have not been purchased by either the Company or the other Members may be transferred for such price to the purchaser who has contracted for same or is entitled to same by law. The failure of the Company, or of any Member, to purchase any Units so submitted shall not, as to any future sale or transfer, discharge any such Units from any of the restrictions.

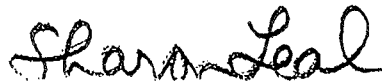
## ARTICLE SEVEN

No Member of the Company shall be liable to the Company or its Members for monetary damages for an act or omission in the Member's capacity as a governing person, except for liability (i) for a breach of the Member's duty of loyalty to the Company or its Members, (ii) for acts or omissions not in good faith that constitute a breach of duty of the Member to the Company or which involve intentional misconduct or a knowing violation of law, (iii) a transaction from which the Member received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Member's office, (iv) for acts related to a wrongful distribution or wrongful payment of a dividend, or (v) for acts or omissions for which the liability of a governing person is expressly provided by an applicable statute. Any repeal or amendment of this Article by the Members of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Member of the Company existing at the time of such repeal or amendment.

## ARTICLE EIGHT

The undersigned Organizer hereby disclaims any past or future interests in or control of AEL Development, LLC and resigns as the Organizer effective upon the formation of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-sixth day of February, 2016.



Sharon Leal, Organizer  
408 W. 17th Street, Suite 101  
Austin, Texas 78701-1207  
(512) 474-2002

Form **SS-4**

(Rev. January 2010)

Department of the Treasury  
Internal Revenue Service**Application for Employer Identification Number**(For use by employers, corporations, partnerships, trusts, estates, churches,  
government agencies, Indian tribal entities, certain individuals, and others.)

OMB No. 1545-0003

EIN

**81-1626178**

▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested <b>AEL Development, LLC</b>	
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name
	4a Mailing address (room, apt., suite no. and street, or P.O. box) <b>4833 Saratoga Boulevard, PMB 423</b>	5a Street address (if different) (Do not enter a P.O. box.)
	4b City, state, and ZIP code (if foreign, see instructions) <b>Corpus Christi, TX 78413</b>	5b City, state, and ZIP code (if foreign, see instructions)
	6 County and state where principal business is located <b>Nueces County, TX</b>	
	7a Name of responsible party <b>Elham Azall</b>	7b SSN, ITIN, or EIN <b>xxx-xx-1222</b>
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8b If 8a is "Yes," enter the number of LLC members	▶ <b>3</b>	
8c If 8a is "Yes," was the LLC organized in the United States?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.		
<input type="checkbox"/> Sole proprietor (SSN)	<input type="checkbox"/> Estate (SSN of decedent)	
<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Plan administrator (TIN)	
<input type="checkbox"/> Corporation (enter form number to be filed) ▶	<input type="checkbox"/> Trust (TIN of grantor)	
<input type="checkbox"/> Personal service corporation	<input type="checkbox"/> National Guard <input type="checkbox"/> State/local government	
<input type="checkbox"/> Church or church-controlled organization	<input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military	
<input type="checkbox"/> Other nonprofit organization (specify) ▶	<input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises	
<input type="checkbox"/> Other (specify) ▶ <b>Multi-member LLC</b>	Group Exemption Number (GEN) if any ▶	
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State <b>TX</b>	Foreign country
10 Reason for applying (check only one box)		
<input checked="" type="checkbox"/> Started new business (specify type) ▶	<input type="checkbox"/> Banking purpose (specify purpose) ▶	
<input type="checkbox"/> Hired employees (Check the box and see line 13.)	<input type="checkbox"/> Changed type of organization (specify new type) ▶	
<input type="checkbox"/> Compliance with IRS withholding regulations	<input type="checkbox"/> Purchased going business	
<input type="checkbox"/> Other (specify) ▶	<input type="checkbox"/> Created a trust (specify type) ▶	
<input type="checkbox"/> Created a pension plan (specify type) ▶		
11 Date business started or acquired (month, day, year). See instructions. <b>02/26/2016</b>	12 Closing month of accounting year <b>December</b>	
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.	14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/>	
Agricultural <b>0</b>	Household <b>0</b>	Other <b>0</b>
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) . . . . . ▶ <b>N/A</b>		
16 Check one box that best describes the principal activity of your business.		
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker		
<input checked="" type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Other (specify)		
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. <b>Construction and sale of real property</b>		
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "Yes," write previous EIN here ▶		
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name	Designee's telephone number (include area code) ( )
	Address and ZIP code	Designee's fax number (include area code) ( )
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code) ( <b>361</b> ) <b>765-7241</b>
Name and title (type or print clearly) ▶ <b>Elham Azall, President</b>		Applicant's fax number (include area code) ( )

Signature ▶

Date ▶

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 16055N

Form **SS-4** (Rev. 1-2010)

**MINUTES OF THE SPECIAL CALLED MEETING OF  
AEL DEVELOPMENT, LLC  
FILE NUMBER 802401852**

A special called meeting of AEL Development, LLC was held in Corpus Christi, Texas on March 31, 2016 at 5:00 p.m.

The following were present: Elham Azali, Alyeh Azali Hatami Fardy and Leylah Azali.

Elham Azali acted as chair of the meeting and Alyeh Azali Hatami Fardy acted as secretary.

All members presented duly executed Waivers of Notice of the special called meeting which are attached to these minutes.

Elham Azali announced the members of the Company are Elham Azali, Alyeh Azali Hatami Fardy and Leylah Azali and are each entitled to one-third ownership of the Company.

Upon motion duly made, seconded and carried, the following Resolution was adopted:

**AEL Development, LLC**

**A RESOLUTION  
AUTHORIZING THE MEMBERSHIP  
AND ISSUANCE OF UNITS OF OWNERSHIP**

BE IT RESOLVED BY THE MEMBERS OF AEL DEVELOPMENT, LLC:

That Elham Azali, Alyeh Hatami Fardy and Leylah Azali are the members of the company.

That the following units of ownership are authorized and directed to be issued:

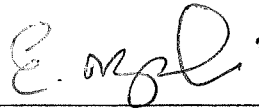
Elham Azali	1,000
Alyeh Azali Hatami Fardy	1,000

Leylah Azali

1,000.

The effective date of this Resolution shall be the effective date of the Company:  
02/26/2016.

Dated this the 31<sup>st</sup> day of March, 2016.



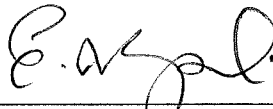
\_\_\_\_\_  
Elham Azali, Chair



\_\_\_\_\_  
Alyeh Azali Hatami Fardy, Secretary

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated this the 31<sup>st</sup> day of March, 2016.



\_\_\_\_\_  
Elham Azali, Chair



\_\_\_\_\_  
Alyeh Azali Hatami Fardy, Secretary

**WAIVER OF NOTICE OF THE SPECIAL CALLED MEETING OF**

**AEL DEVELOPMENT, LLC**

**FILE NUMBER 802401852**

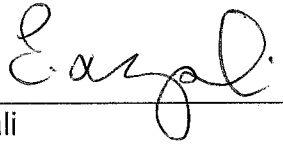
We, the undersigned, being all the members of the above named company hereby agree and consent that the special called meeting thereof be held on the date and the time and the place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting: Corpus Christi, Texas

Date of meeting: March 31, 2016

Time of meeting: 5:00 p.m.

Dated this the 31<sup>st</sup> day of March, 2016.



Elham Azali



Alyeh Azali Hatami Fardy



Leylah Azali

**MINUTES OF THE SPECIAL CALLED MEETING OF  
AEL DEVELOPMENT, LLC  
FILE NUMBER 802401852**

A special called meeting of AEL Development, LLC was held in Corpus Christi, Texas on March 28, 2016 at 5:00 p.m.

The following were present: Elham Azali, Alyeh Azali Hatami Fardy and Leylah Azali.

Elham Azali acted as chair of the meeting and Alyeh Azali Hatami Fardy acted as secretary.

All members presented duly executed Waivers of Notice of the special called meeting which are attached to these minutes.

Elham Azali announced that the Organization Meeting Alyeh Azali Hatami Fardy was incorrectly listed as Azita Azali.

Upon motion duly made, seconded and carried, the following Resolution was adopted:

**AEL Development, LLC**

**A RESOLUTION  
CORRECTING ALL MENTION OF  
ALYEH AZALI HATAMI FARDY  
IN ANY AND ALL COMPANY DOCUMENTS  
AND CONFIRMING ALYEH AZALI HATAMI FARDY AS MEMBER AND SECRETARY**

BE IT RESOLVED BY THE MEMBERS OF AEL DEVELOPMENT, LLC:

That Alyeh Azali Hatami Fardy was incorrectly identified in the Company Documents, including the Organizational Meeting as Azita Azali.

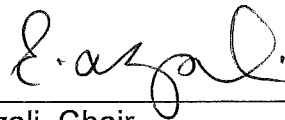


That all mention or notation of Azita Azali, in any and all Company Documents, including but not limited to the Organizational Meeting, is and hereby shall be changed to Alyeh Azali Hatami Fardy.

That Alyeh Azali Hatami Fardy is hereby declared a Member in full standing in the Company, is the individual designated as Secretary of the Company and is entitled to 1,000 units of the Company. The name Azita Azali is hereby struck from any and all Company Document, including, but not limited to, the Organizational Meeting and Certificates of Units.

The effective date of this Resolution shall be the effective date of the Company: 02/26/2016.

Dated this the 28<sup>th</sup> day of March, 2016.



Elham Azali, Chair



Alyeh Azali Hatami Fardy, Secretary

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

Dated this the 28<sup>th</sup> day of March, 2016.



Elham Azali, Chair



Alyeh Azali Hatami Fardy, Secretary

**WAIVER OF NOTICE OF THE SPECIAL CALLED MEETING OF**

**AEL DEVELOPMENT, LLC**

**FILE NUMBER 802401852**

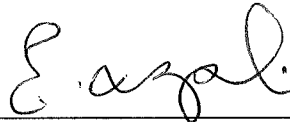
We, the undersigned, being all the members of the above named company hereby agree and consent that the special called meeting thereof be held on the date and the time and the place stated below and hereby waive all notice of such meeting and of any adjournment thereof.

Place of meeting: Corpus Christi, Texas

Date of meeting: March 28, 2016

Time of meeting: 5:00 p.m.

Dated this the 28<sup>th</sup> day of March, 2016.



Elham Azali



Alyeh Azali Hatami Fardy



Leylah Azali

# 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.

AEL Development, LLC  
Corpus Christi , TX United States

Certificate Number:  
2017-278340

Date Filed:  
10/31/2017

Date Acknowledged:

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

AEL Development, LLC

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.

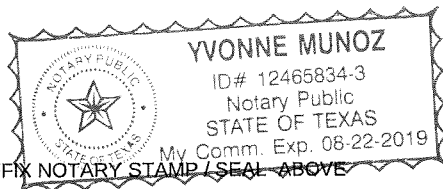
811626178  
33

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Azali, Elham	Corpus , 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.



*E. Azali A. Farid*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said notary public, this the 1<sup>st</sup> day of November, 20 17, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Yvonne Munoz  
Printed name of officer administering oath

*Escrow Assistant*  
Title of officer administering oath