

**DISTRIBUTION MAIN EXTENSION CONSTRUCTION
AND REIMBURSEMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Water Distribution Main Extension Construction and Reimbursement Agreement ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipality, and MPM Development, LP, ("Developer/Owner"), a Texas Limited Partnership.

WHEREAS, the Developer/Owner, in compliance with the City's Unified Development Code ("UDC"), has a plat, approved by the Planning Commission on October 16, 2019 to develop a tract of land, to wit: approximately 446.408 acres known as Kings Landing, Corpus Christi Texas as shown in the attached **Exhibit 1**, the content of such exhibit being incorporated by reference into this Agreement;

WHEREAS, under the UDC, the Developer/Owner is responsible for construction of the distribution main extension ("Distribution Main Extension");

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

WHEREAS, Section 8.5.1.C.2. of the UDC authorizes the acceptance of applications to be eligible for reimbursement in the future when certain funds become fully available in the Distributions Main Trust Fund and are appropriated by the City Council; and

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

2. **REQUIRED CONSTRUCTION**. Developer/Owner shall construct the Distribution Main Extension in compliance with the City's UDC, the City's Infrastructure Design Manual, and all local, state and federal laws, codes and regulations, in accordance with the plans and specifications submitted to the City's Development Services Department and reviewed and approved by the City's Development Services Engineer.

3. PLANS AND SPECIFICATIONS.

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

ITEM	DESCRIPTION	QUANTITY	UNIT
1	16" PVC CASING PIPE	10	LF
2	8" PVC PIPE	356	LF
3	8" GATE VALVE W/BOX	1	EA

- b. The plan must be in compliance with the City's master plans.
- c. The plans and specifications must comply with the City's Water Distribution 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.

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

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

6. DEVELOPER/OWNER TO AWARD CONTRACT FOR IMPROVEMENTS. Developer/Owner shall award a contract and complete the Distribution Main Extension, under the approved plans and specifications, within 18 months of the approval of this Agreement by City Council.

7. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this contract.

8. 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.

9. 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 40th 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 Distribution Main Extension, according to the approved plans and specifications, by the 70th calendar day after the date of approval of this Agreement by the City Council.
- d. Developer/Owner's contractor does not reasonably pursue construction of the Distribution Main Extension under the approved plans and specifications.
- e. Developer/Owner's contractor fails to complete construction of the Distribution Main Extension, under the approved plans and specifications, within 18 months of the approval of this Agreement by City Council.
- f. Either the City or the Developer/Owner otherwise fails to comply with its duties or obligations under this Agreement.

10. NOTICE AND CURE.

- a. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.
- b. After delivery of the default notice, the defaulting party has 15 business days from the delivery of the default notice ("Cure Period") to cure the default.
- c. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.
- d. Should the Developer/Owner fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer/Owner, at the address stated in section 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.

11. FORCE MAJEURE.

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

12. NOTICES.

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

1. If to the Developer/Owner:

MPM Development
Attn: Moses Mostaghasi
PO Box 331308
Corpus Christi, Texas 78463

2. If to the City:

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

with a copy to:

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

- b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.
- c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

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

14. PERFORMANCE AND PAYMENT BONDS. Developer/Owner shall, before beginning the work that is the subject of this Agreement, furnish a performance bond if the contract is in excess of \$100,000 and a payment bond if the contract is in excess of \$50,000. Bonds furnished must meet the requirements of Texas Insurance Code 3503, Texas Government Code 2253, and all other applicable laws and regulations. The performance or payment bond must name the City as an obligee. The bond must clearly and prominently display on the bond or on an attachment to the bond:

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

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

16. REIMBURSEMENT.

- a. The maximum reimbursable amount pursuant to UDC §8.5.1. C.2. is \$16,673.25. Subject to the conditions for reimbursement from the Distribution Main Trust Fund and the appropriation of funds, the City will reimburse the Developer the reasonable actual cost of the Distribution Main Extension up to an amount not to exceed **\$16,673.25** 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 submitted invoice shall be deemed administratively complete by the City prior to payment. The reimbursement will be made within 30 days from the date of the City's administrative approval of the invoice in accordance with state law.
- c. Cost-supporting documentation to be submitted shall include:
 1. Summary of Costs and Work Performed Form provided by the Development Services Department
 2. Contractor and professional services invoices detailing work performed
 3. The first reimbursement request requires submittal of invoices for work performed. Future disbursements shall provide evidence of payment by the developer/owner through a cancelled check or bank ACH for the previous submittal. The final reimbursement request shall require evidence that all invoices to date have been paid.

- d. To be eligible for reimbursement, the work must be constructed in a good and workmanlike manner, in accordance with the approved plans and specifications, and in compliance with the City's Infrastructure Design Manual, and all other local, state and federal laws, codes and regulations, and must have been inspected and accepted by the City.

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

- e. In the event that this Agreement is terminated by the City as a result of an uncured default by the Developer/Owner and at a time when there has been a partial completion and/or partial payment for the improvements, then the City shall only reimburse the Developer/Owner for its costs that were legitimately incurred towards the completion of the improvements that have been inspected and accepted by the City up to the time that the uncured default occurred.

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

18. **INDEMNIFICATION** Developer/Owner covenants to fully indemnify, save and hold harmless the City of Corpus Christi, its officers, employees, and agents, ("indemnitees") against any and all liability, damage, loss, claims, demands suits and causes of action of any nature whatsoever asserted against or recovered from city on account of injury or damage to person including, without limitation on the foregoing, workers compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, the Developer/Owner's failure to comply with its obligations under this agreement or to provide city water service to the development, including injury, loss, or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the public improvements associated with the development described above, including the injury, loss or damage caused by the sole or contributory negligence of the indemnitees or any of them, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of indemnitees, or any of them,

but not if caused by the sole negligence of indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.

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

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

(b) any costs incurred attributable to (i) the breach of any warranty or representation made by Developer/Owner in this agreement, or (ii) any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state or local government.

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

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

20. **DISCLOSURE OF INTEREST**. Developer/Owner agrees, in compliance with the Corpus Christi Code of Ordinance Sec. 2-349, to complete, as part of this Agreement, the Disclosure of Interests form attached hereto as **Exhibit 5**.

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

22. DEDICATION OF DISTRIBUTION MAINS. Upon completion of the construction, dedication of Distribution Main Extension will be subject to City inspection and approval.

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

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

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

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

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

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

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

EXECUTED IN ONE ORIGINAL this _____ day of _____, 20____.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Al Raymond III
Director, Development Services

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

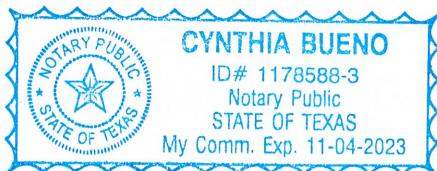
DEVELOPER/OWNER:

MPM Development, LP.
PO Box 331308
Corpus Christi, Texas 78463

By: 
Moses Mostaghasi, General Partner

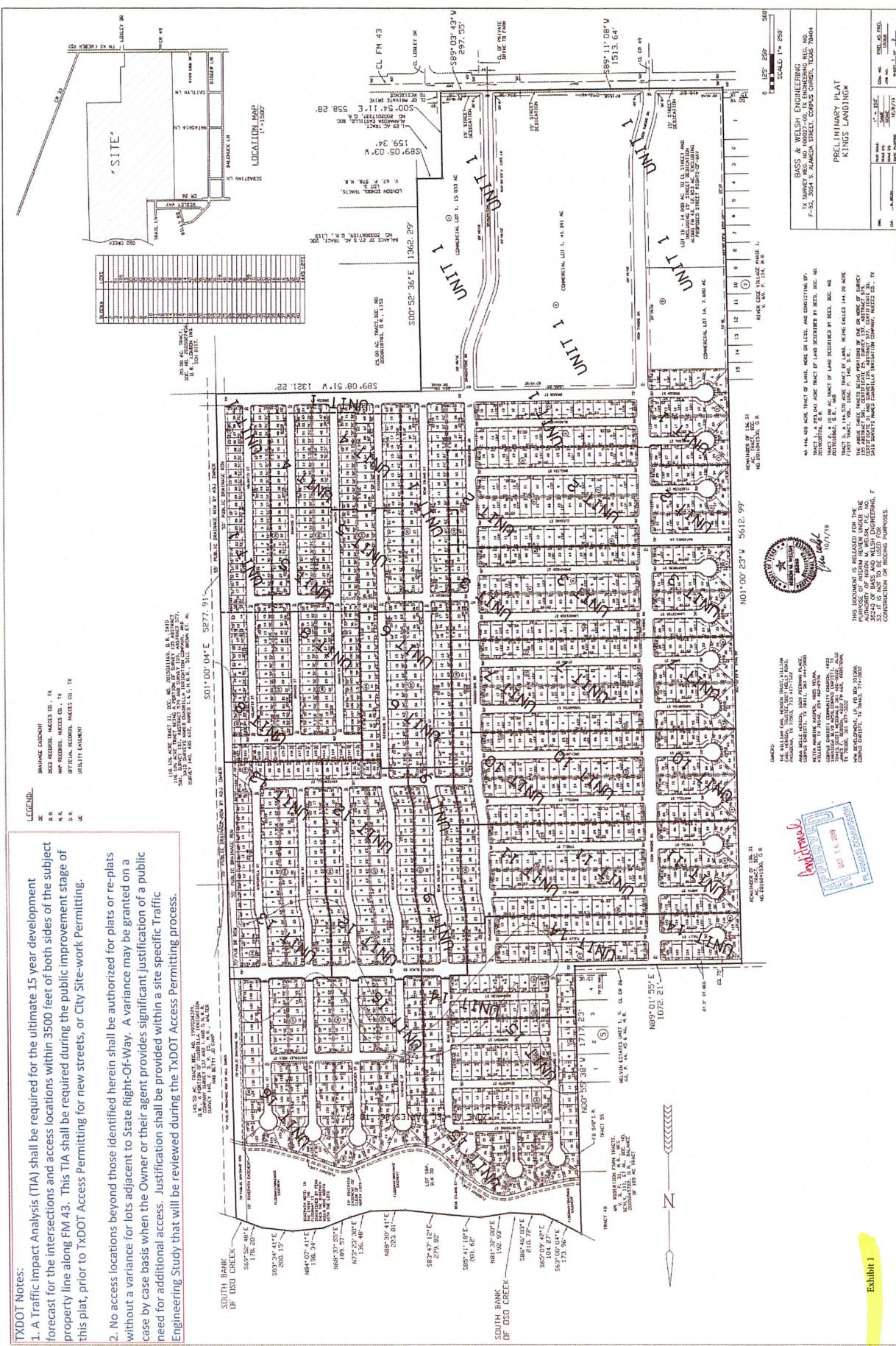
STATE OF TEXAS §
COUNTY OF MUELES §

This instrument was acknowledged before me on April 6th, 2020, by
Moses Mostaghasi, General Partner, MPM Development, LP, a Texas Limited Partnership, on
behalf of said corporation.



Cynthia Bueno

Notary Public's Signature



APPLICATION FOR WATER DISTRIBUTION MAIN REIMBURSEMENT

We, MPM Development, LP, P.O. Box 331308, Corpus Christi, Texas 78463, owners and developers of proposed King's Landing Unit 1 Subdivision, hereby request reimbursement of \$16,673.25 for the installation of the 8" offsite water distribution main in conjunction with King's Landing Unit 1 Subdivision, as provided for by City Ordinance No. 17092. \$16,673.25 is the construction cost, including 7.5% Engineering, Surveying, and Testing in excess of the water acreage fees as all of the acreage fees were applied to the grid main improvements, a part of King's Landing Subdivision Unit 1, as shown by the cost supporting documents attached herewith.



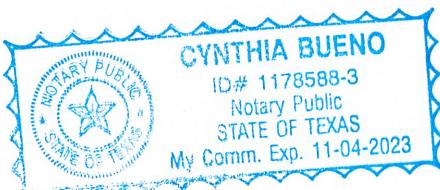
Mossa Mostaghaci, President

4/16/2020
(Date)

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on April 16th, 2020, by
Mossa Mostaghaci, President of MPM Development, LP, on behalf of the said corporation.



Cynthia Bueno
Notary Public in and for Nueces County, Texas

CERTIFICATION

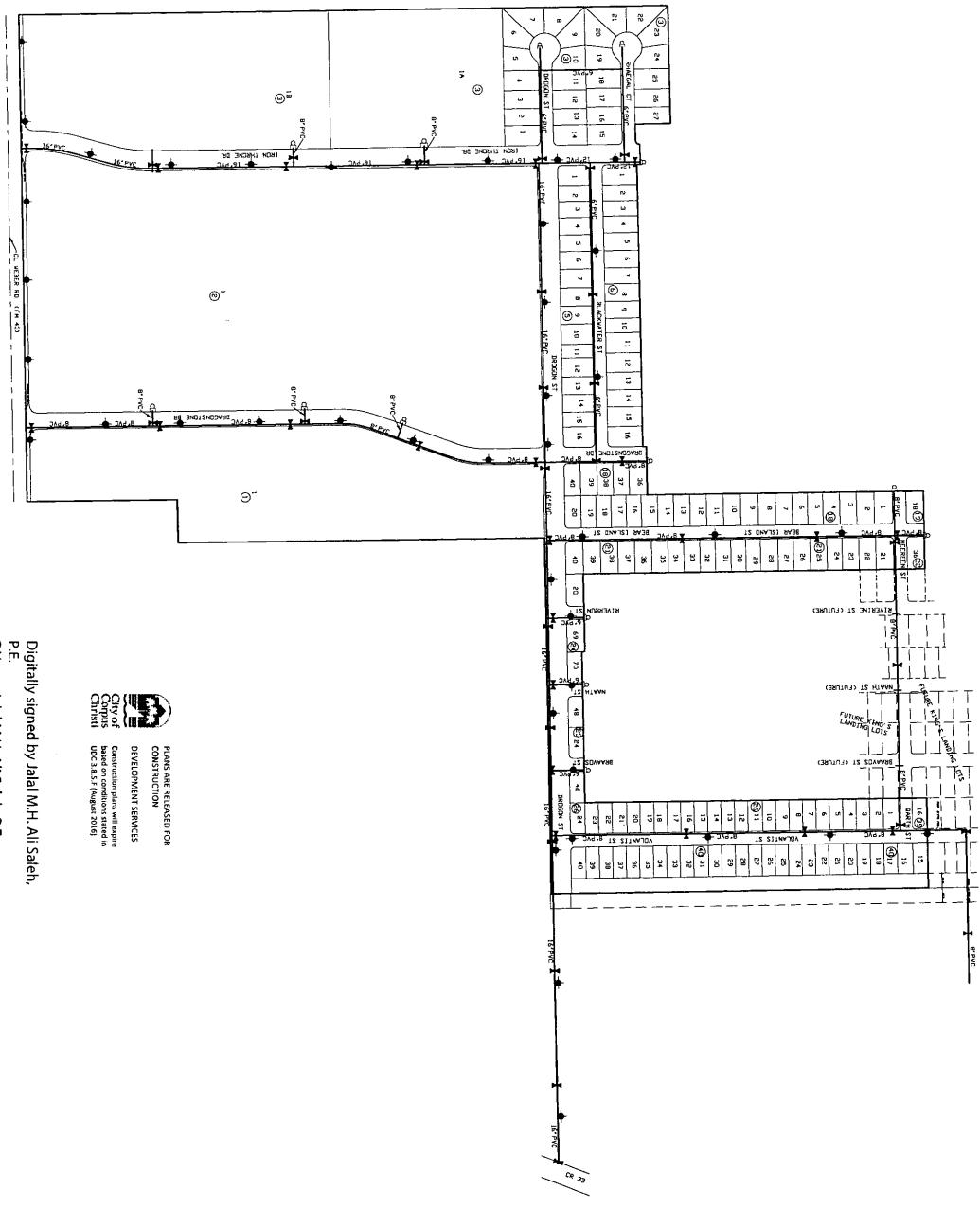
The information submitted with this application for reimbursement has been reviewed and determined to be correct. Reimbursement is subject to:

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

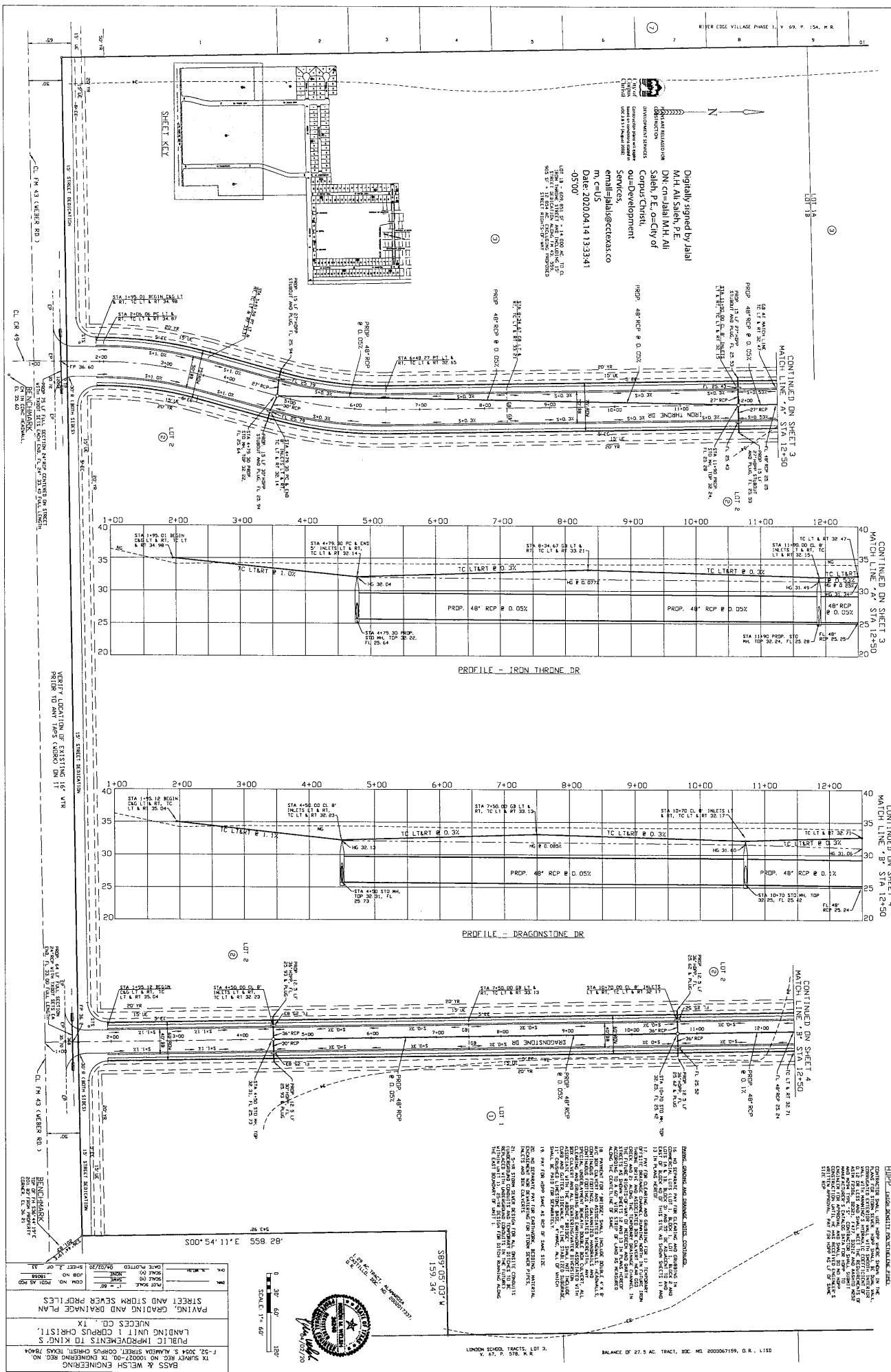


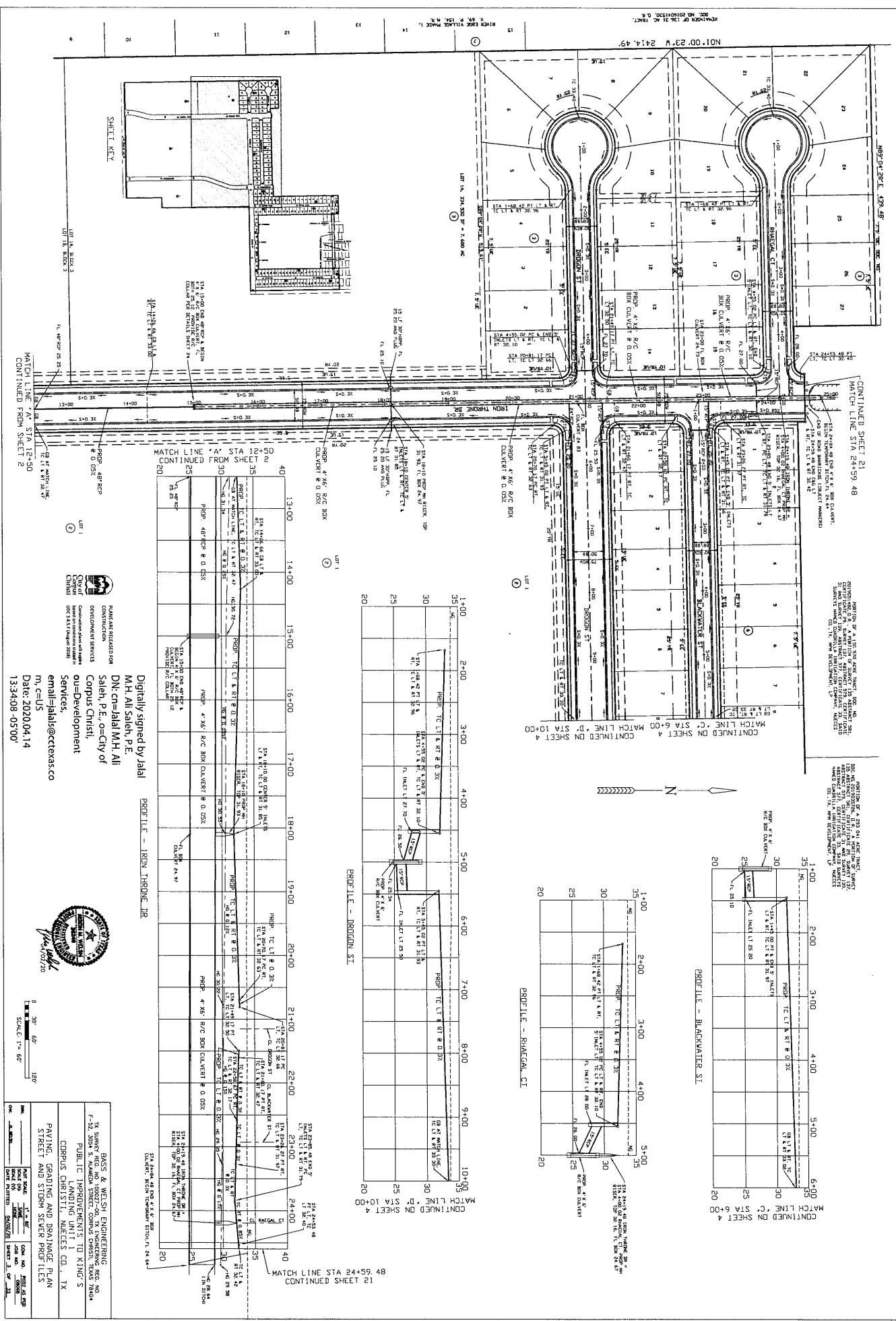
Development Services Engineer

4/18/20
(Date)



BASS & WEISZ ENGINEERING										
R-52, 2024 REG. NO. 100027-00 TX ENGINEERING REG. NO.										
S. JAMES STREET, CORPUS CHRISTI, TEXAS 78404										
PUBLIC IMPROVEMENTS TO KING'S										
LANDING UNIT 11										
CORPUS CHRISTI, NUECES CO., TX										
WATER MAIN MAP										
0m	100m	200m	300m	400m	500m	600m	700m	800m	900m	1000m
0ft	328ft	656ft	984ft	1312ft	1640ft	1968ft	2296ft	2624ft	2952ft	3280ft
0ft	100ft	200ft	300ft	400ft	500ft	600ft	700ft	800ft	900ft	1000ft



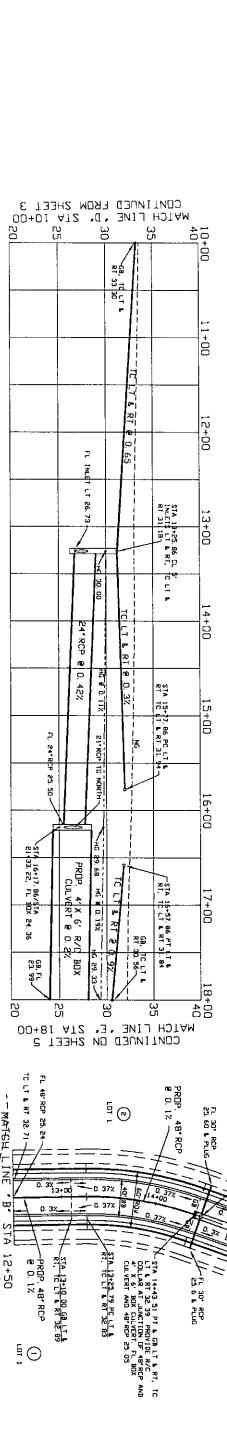
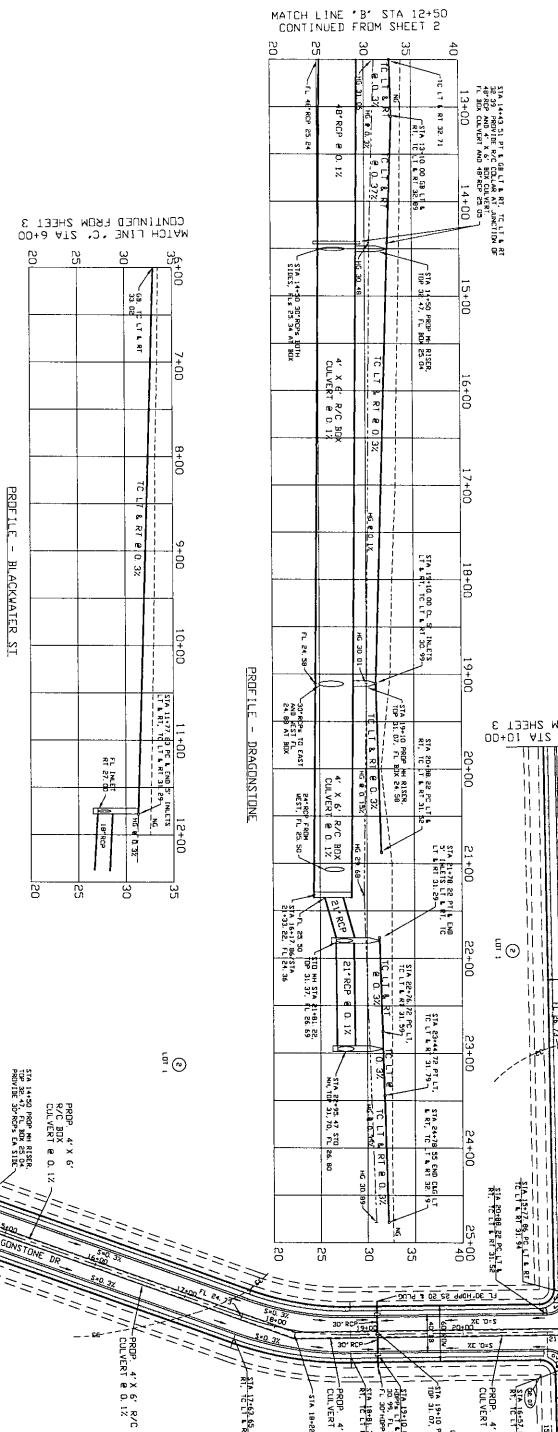
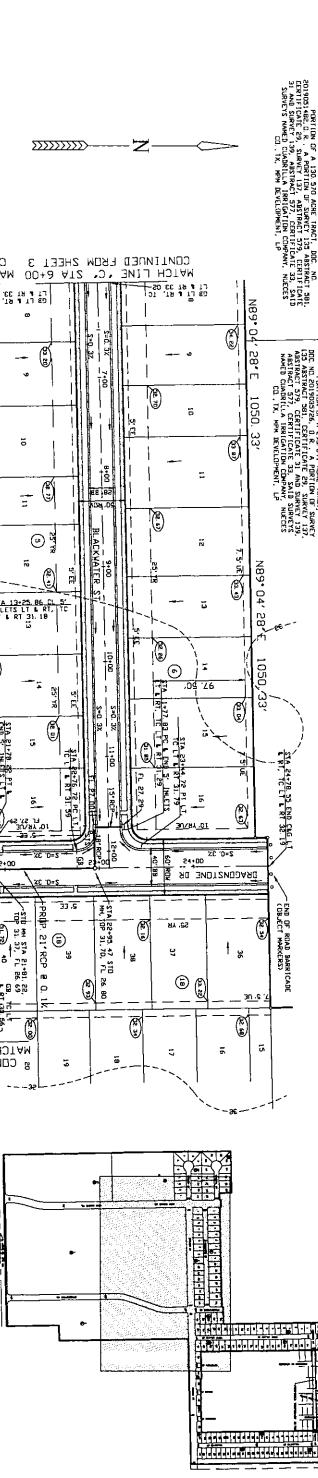


Digitally signed by
Jalal M.H. Ali Saleh,

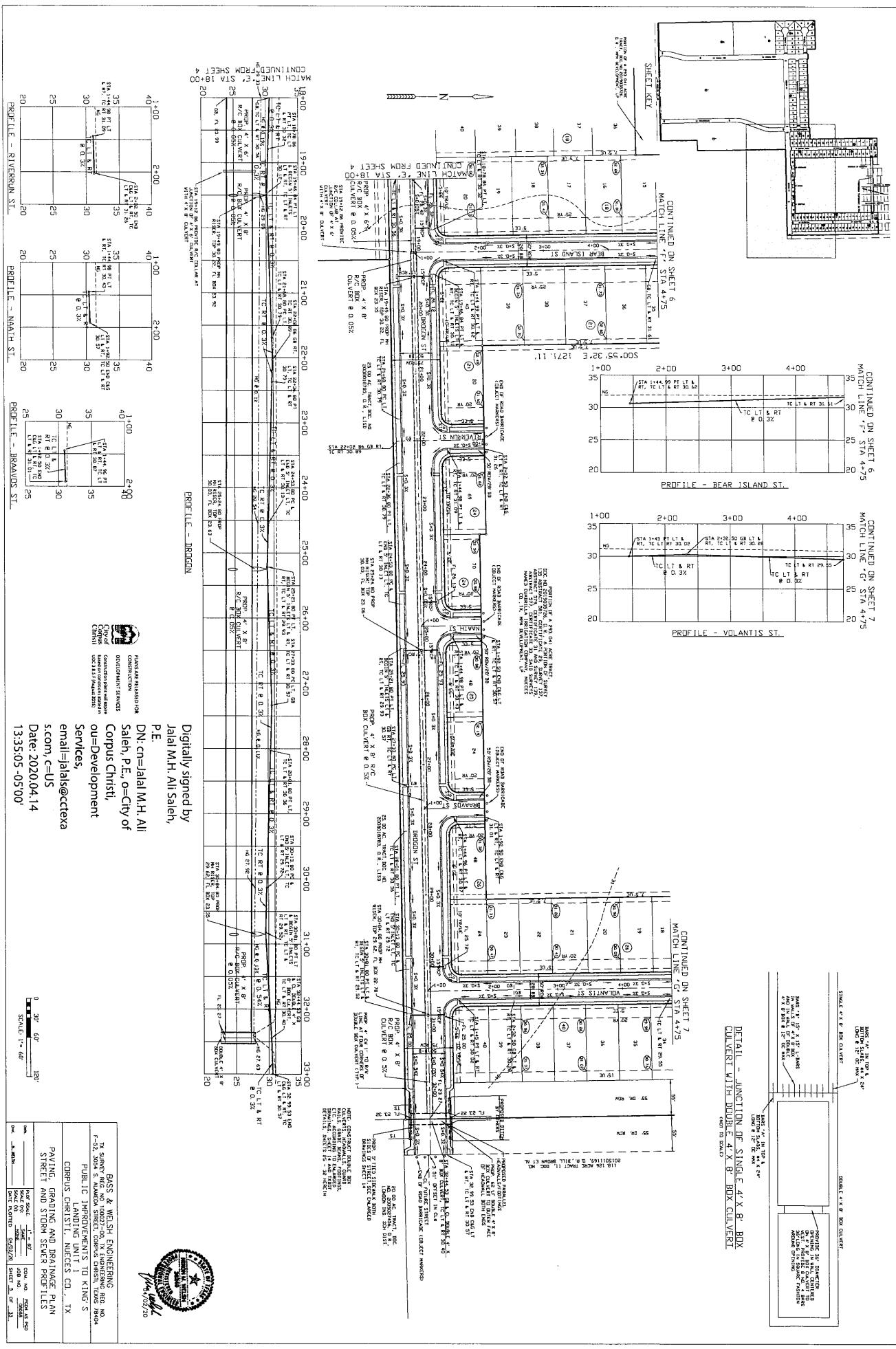

P.E.

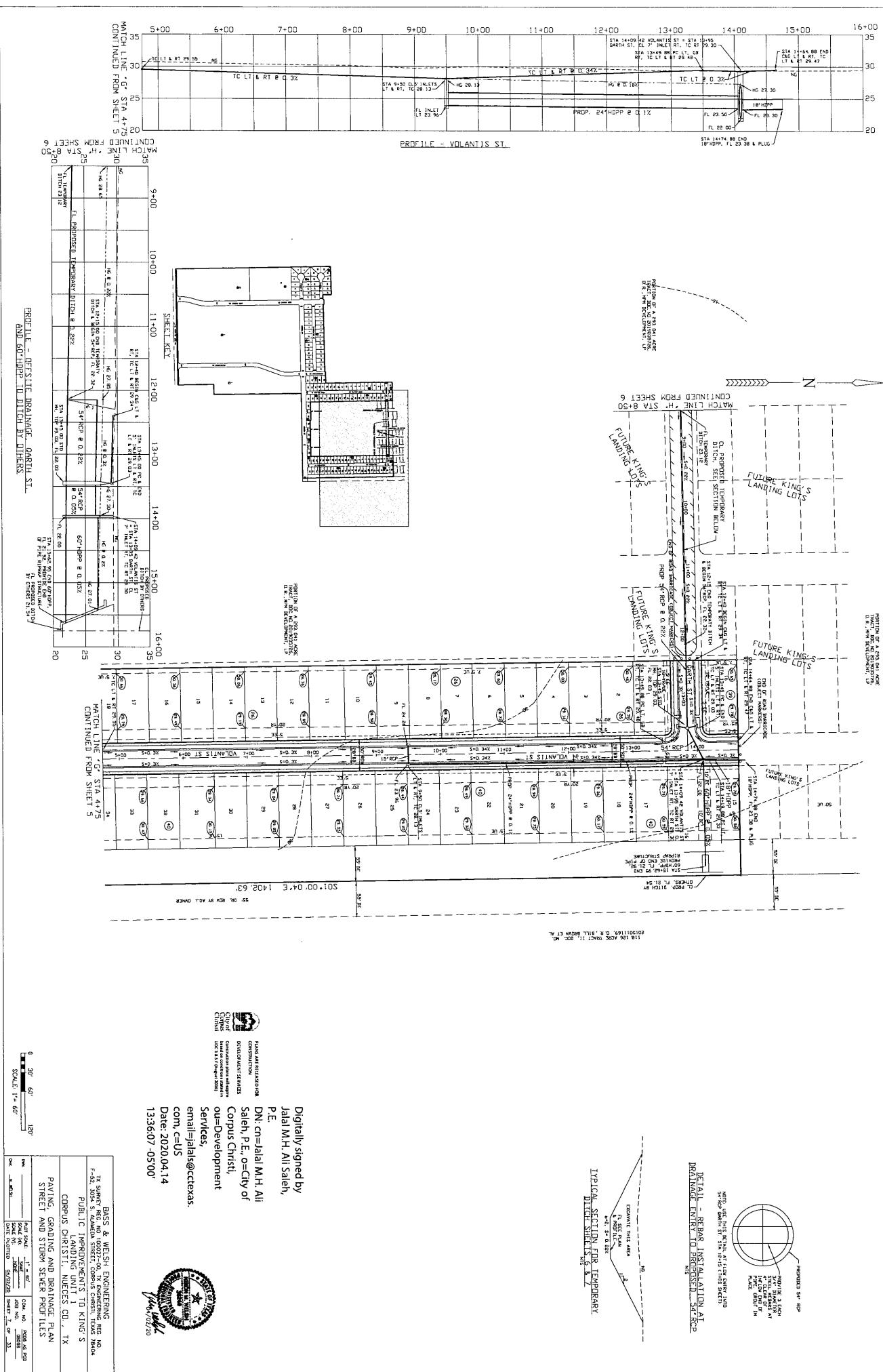
Ali Saleh, P.E.,
PLANS ARE RELEASED FOR
CONSTRUCTION
DEVELOPMENT SERVICES
CITY OF
Construction plans will expire
if not filed with the City
by August 20, 2010
LAW 8-10 (2008)

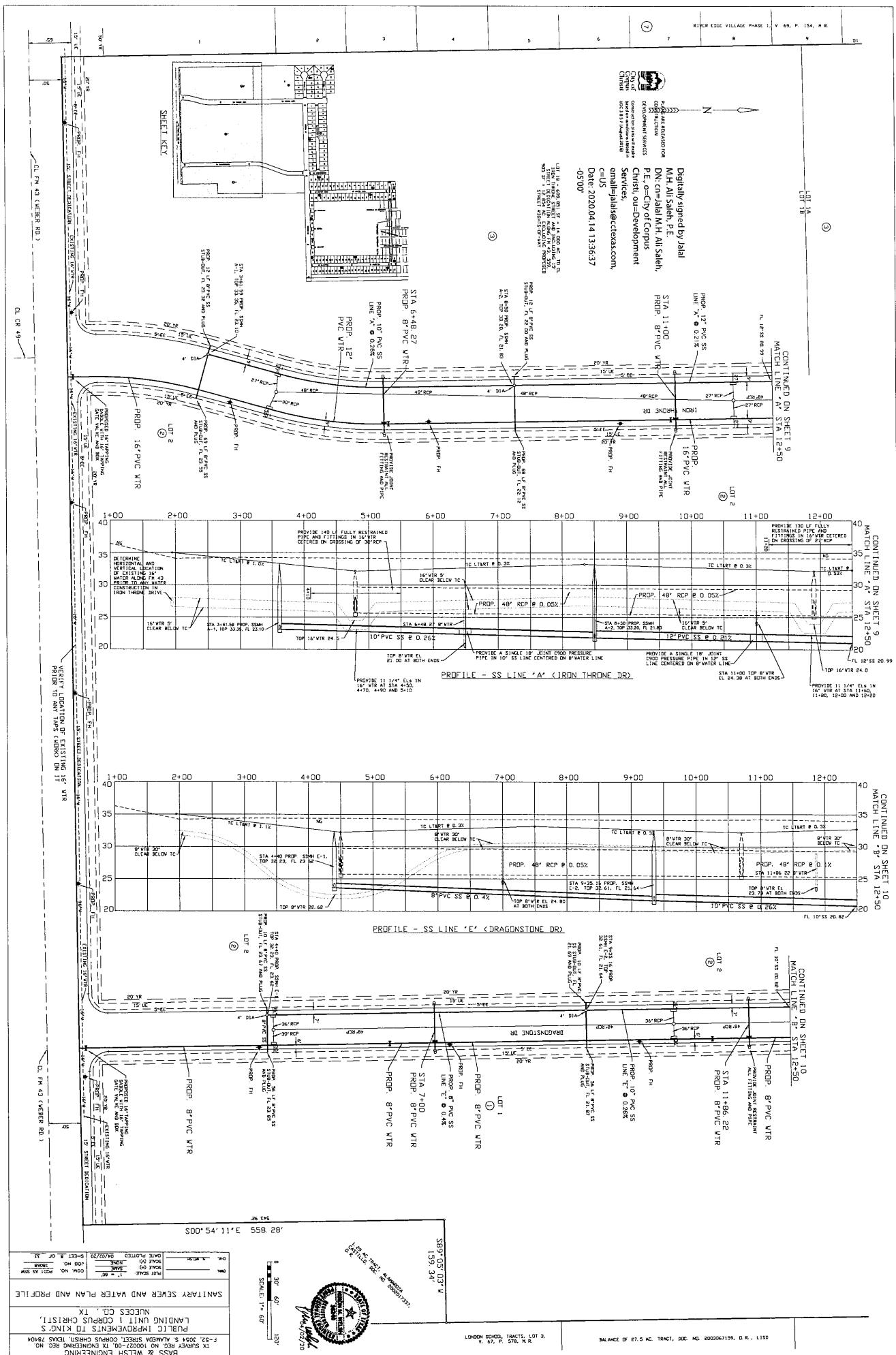
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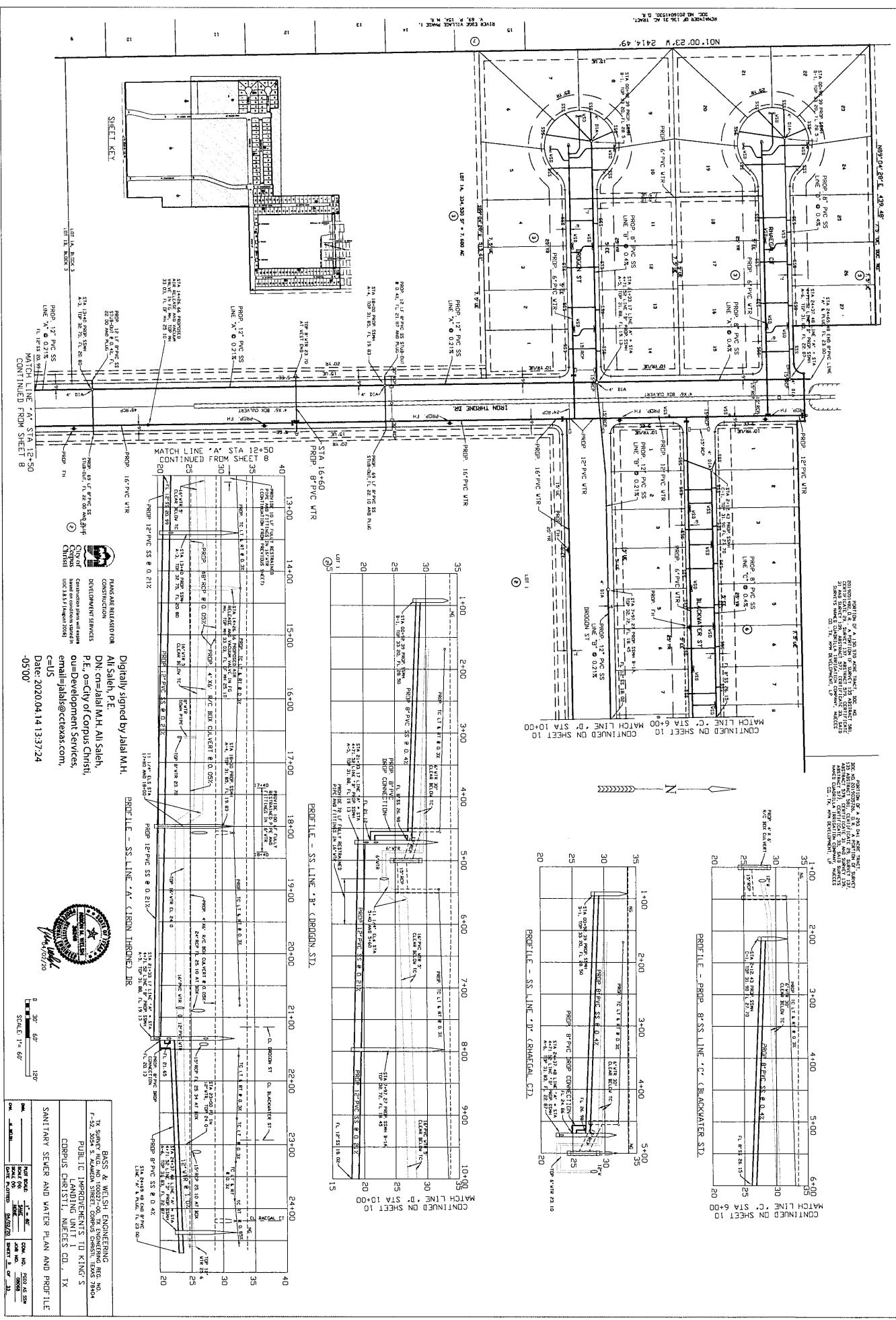


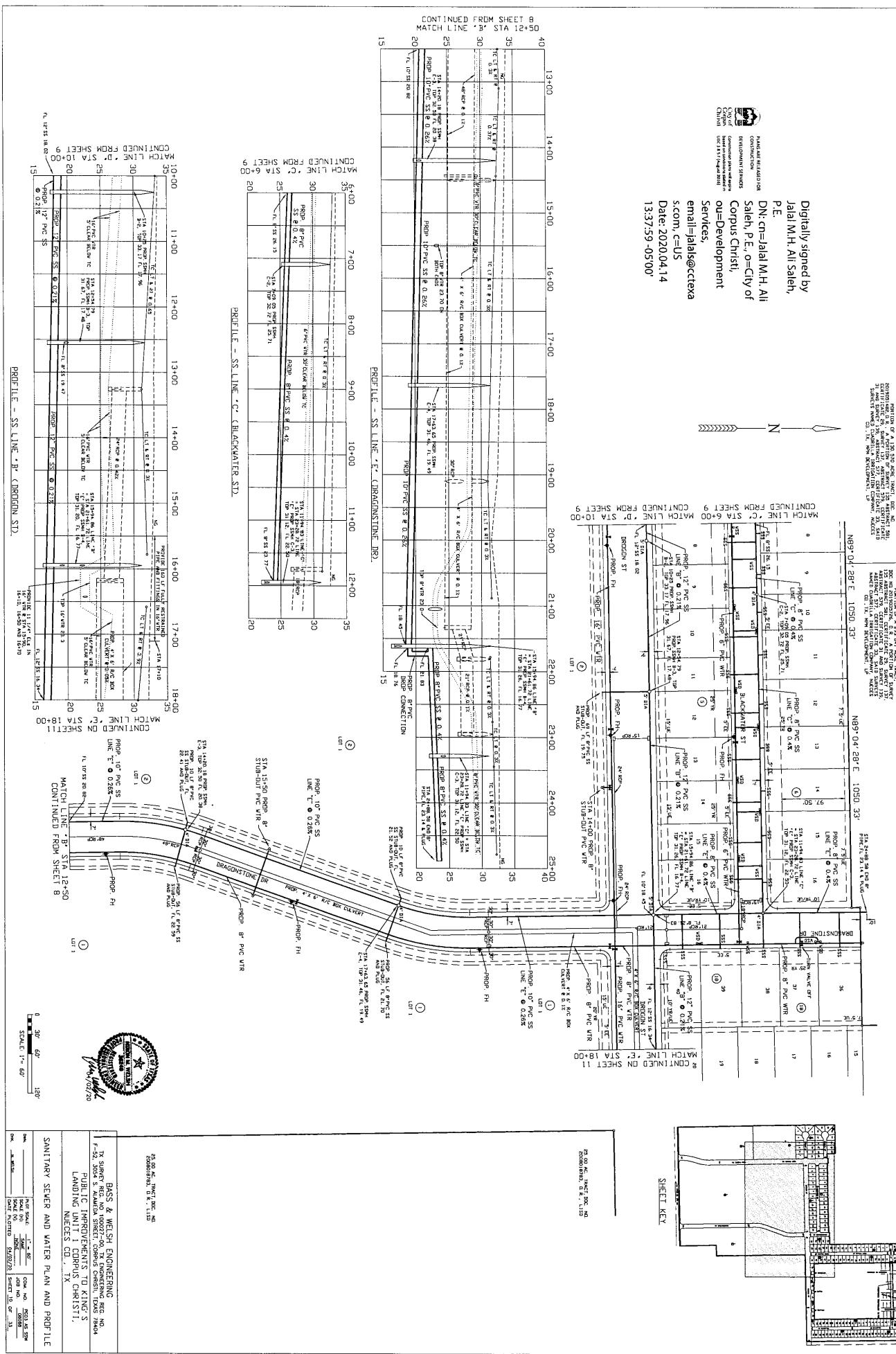
ED. 04, TRACT 100, MA
SHEET 1 OF 1

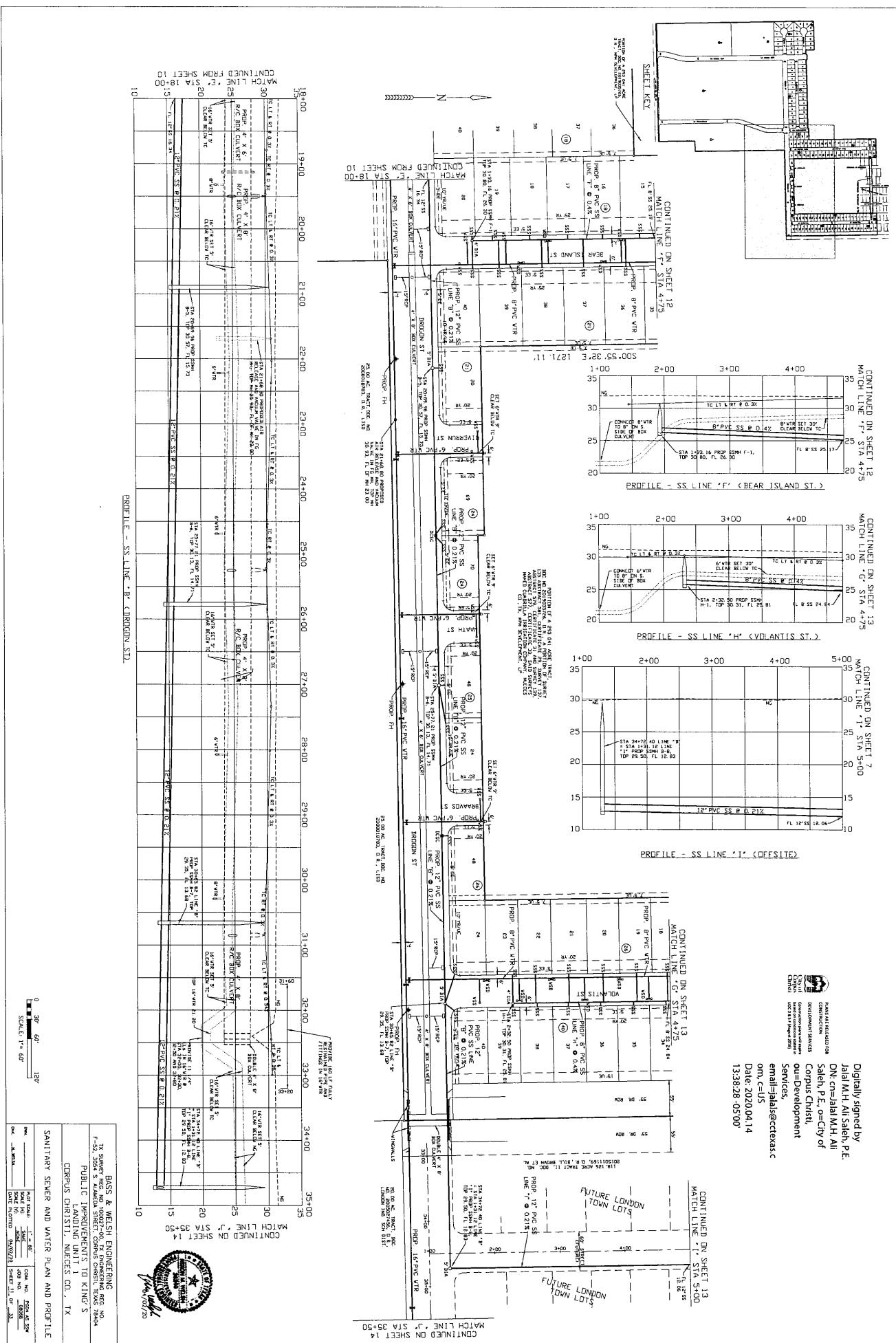


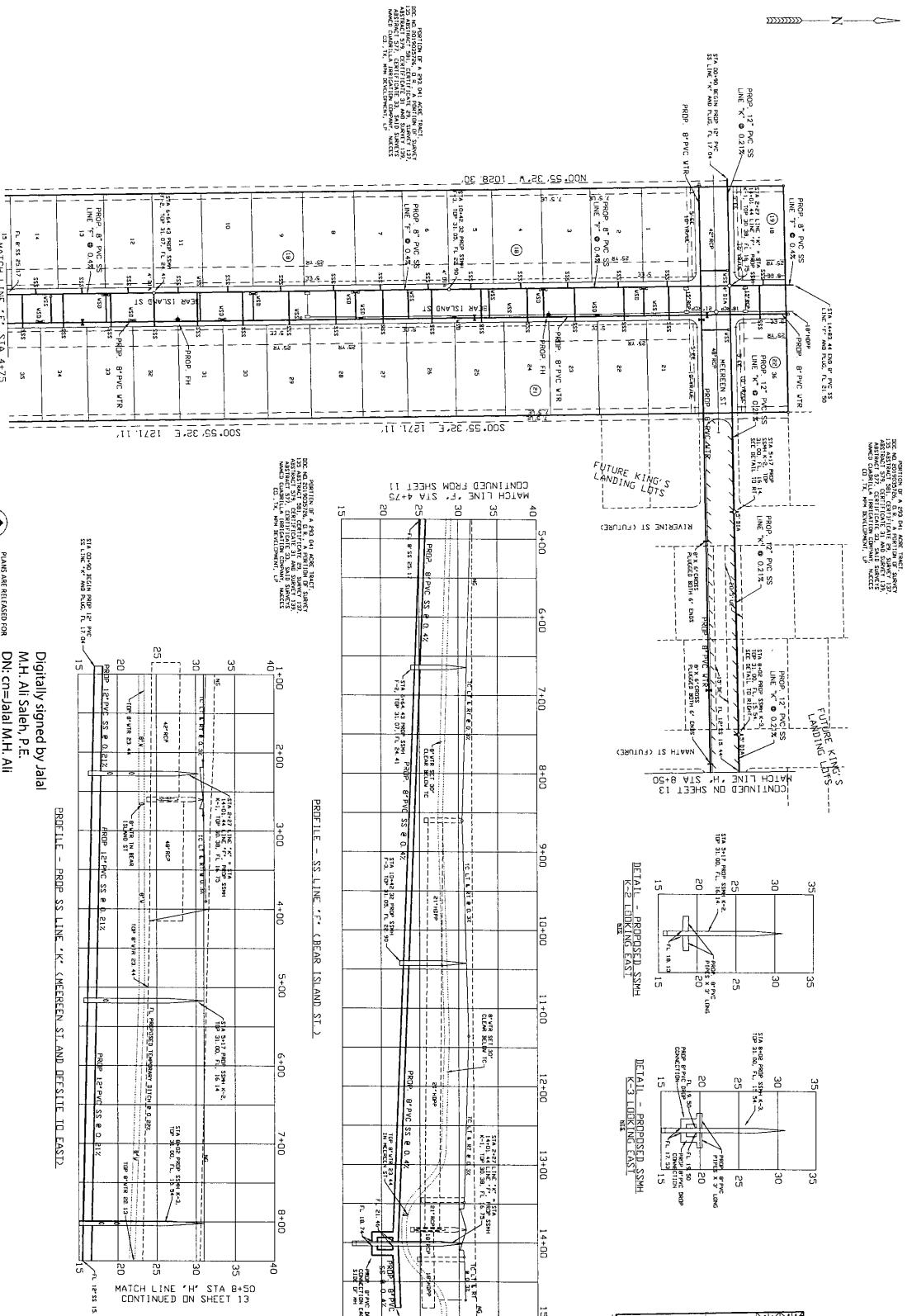










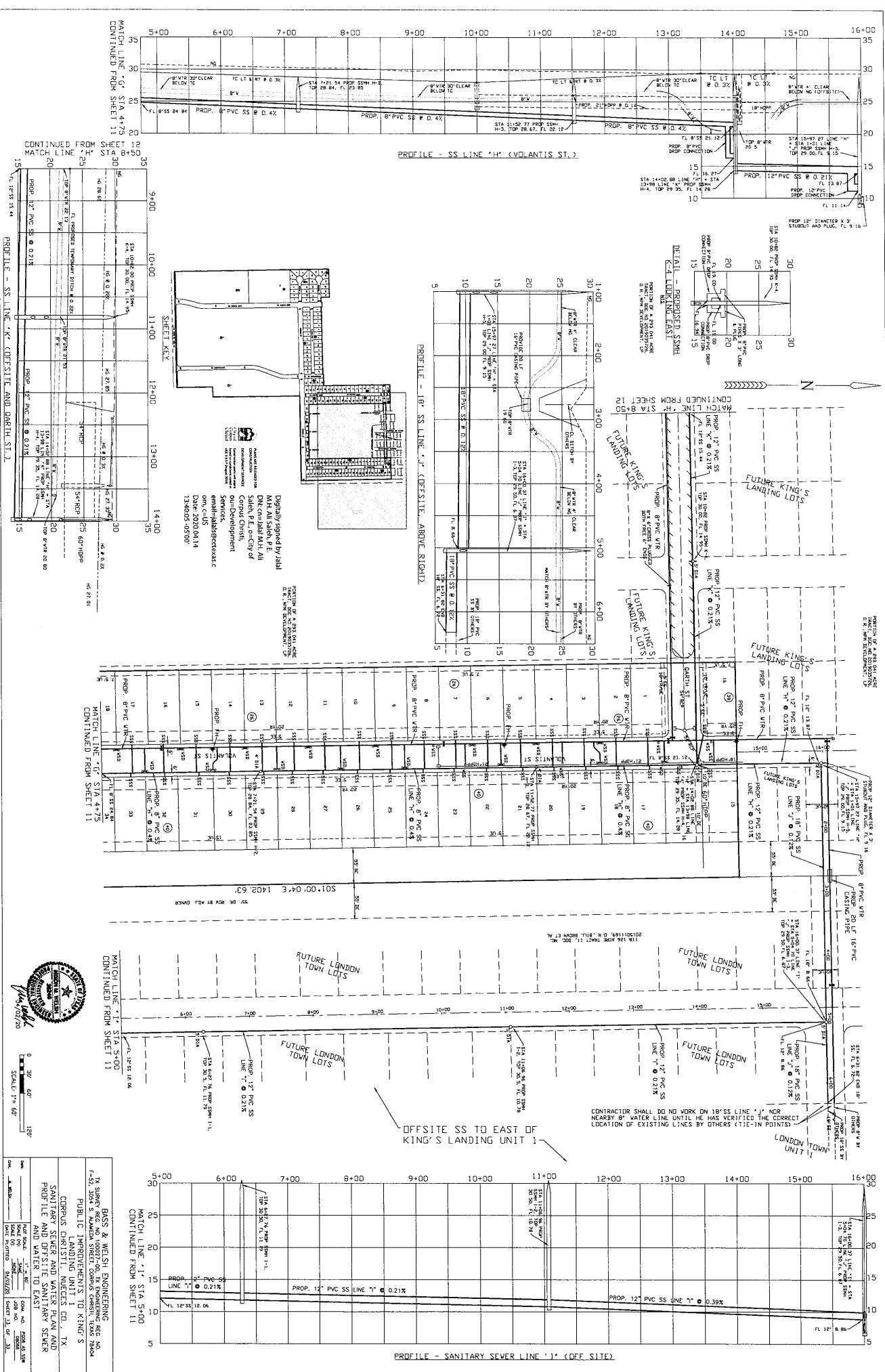


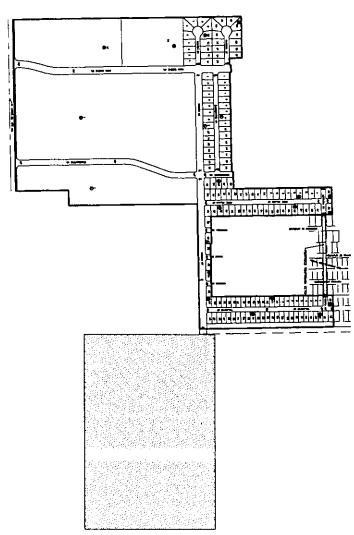
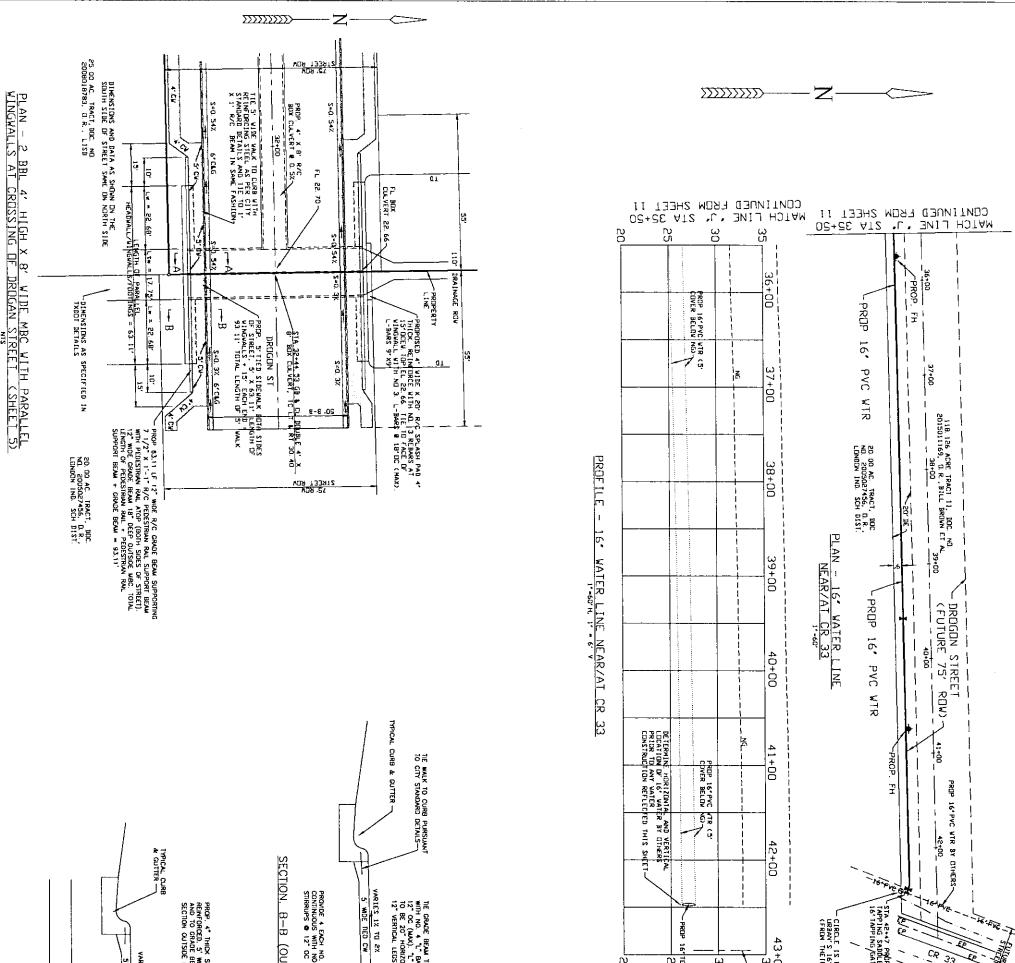
Date: 2020.04.14 13:39:08
-05'00'

Digitally signed by Jalal
M.H. Ali Saleh, P.E.
DN: cn=Jalal M.H. Ali
FOR

PROFILE - PROPS LINE KROMMEELEN ST AND OFF SITE TO EAST

The figure shows a detailed architectural floor plan of a building. The plan includes several rooms labeled A through S. Room A is a large rectangular space containing a bathtub and a sink. Room B is a smaller room with a door. Room C is a long narrow space, likely a hallway or closet. Room D is a large rectangular space containing a sink and a bathtub. Room E is a small room with a door. Room F is a large rectangular space containing a sink and a bathtub. Room G is a small room with a door. Room H is a large rectangular space containing a sink and a bathtub. Room I is a small room with a door. Room J is a large rectangular space containing a sink and a bathtub. Room K is a small room with a door. Room L is a large rectangular space containing a sink and a bathtub. Room M is a small room with a door. Room N is a large rectangular space containing a sink and a bathtub. Room O is a small room with a door. Room P is a large rectangular space containing a sink and a bathtub. Room Q is a small room with a door. Room R is a large rectangular space containing a sink and a bathtub. Room S is a small room with a door.





MULTI-LEVEL DOCUMENT INDEX

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4. THE PRACTICAL PERSPECTIVE
5. THE PRACTICAL PERSPECTIVE
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5. THE PRACTICAL PERSPECTIVE
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4. THE PRACTICAL PERSPECTIVE
5. THE PRACTICAL PERSPECTIVE
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2. THE PRACTICAL PERSPECTIVE
3. THE PRACTICAL PERSPECTIVE
4. THE PRACTICAL PERSPECTIVE
5. THE PRACTICAL PERSPECTIVE
ASSOCIATED WITH IT

THE SUMMER NOTES

PLAN - 2 BBL 4' HIGH X 8' WIDE MBC WITH PARALLEL
WINGWALLS AT CROSSING OF DRUGAN STREET (SHEET 5)
MS

Digitally signed by
Jalaal M H Ali Saleh

 PANO LARE HILARIO FOR
CONSTRUCTION SERVICES
DEVELOPMENT SERVICES
CITY OF CORPUS CHRISTI
Corpus Christi, Texas
Send all correspondence to:
DIN: CII-CT-Jalal M.H. Ali
Saleh, P.E., o-City of
Corpus Christi,
Corpus Christi,
TX 78415-2625
email=jalals@ccctexas.
Services,

Date: 2020.04.14
13:40:41 -05'00'

SECTION A-A (AT MBC)

0
30'
60'
120'
SCALE: 1' = 60'

ESTIMATE SUMMARY

Digitally signed by Jalal

M.H. Ali-Saleh, P.E.

DN:cn=ljalal.MH.Ali

Saleh, P.E., o=City of

Corpus Christi,

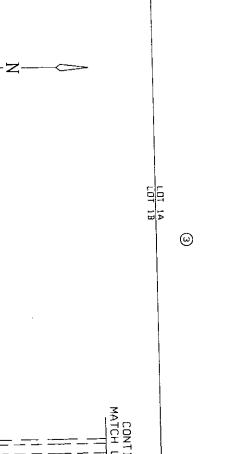
OU=Development

Services

email:ljalal@ctexas.co

Date: 2020.04.14

13:41:24-05:00'



MATCH LINE - A* STA 11+50

MATCH LINE - B STA 12+50

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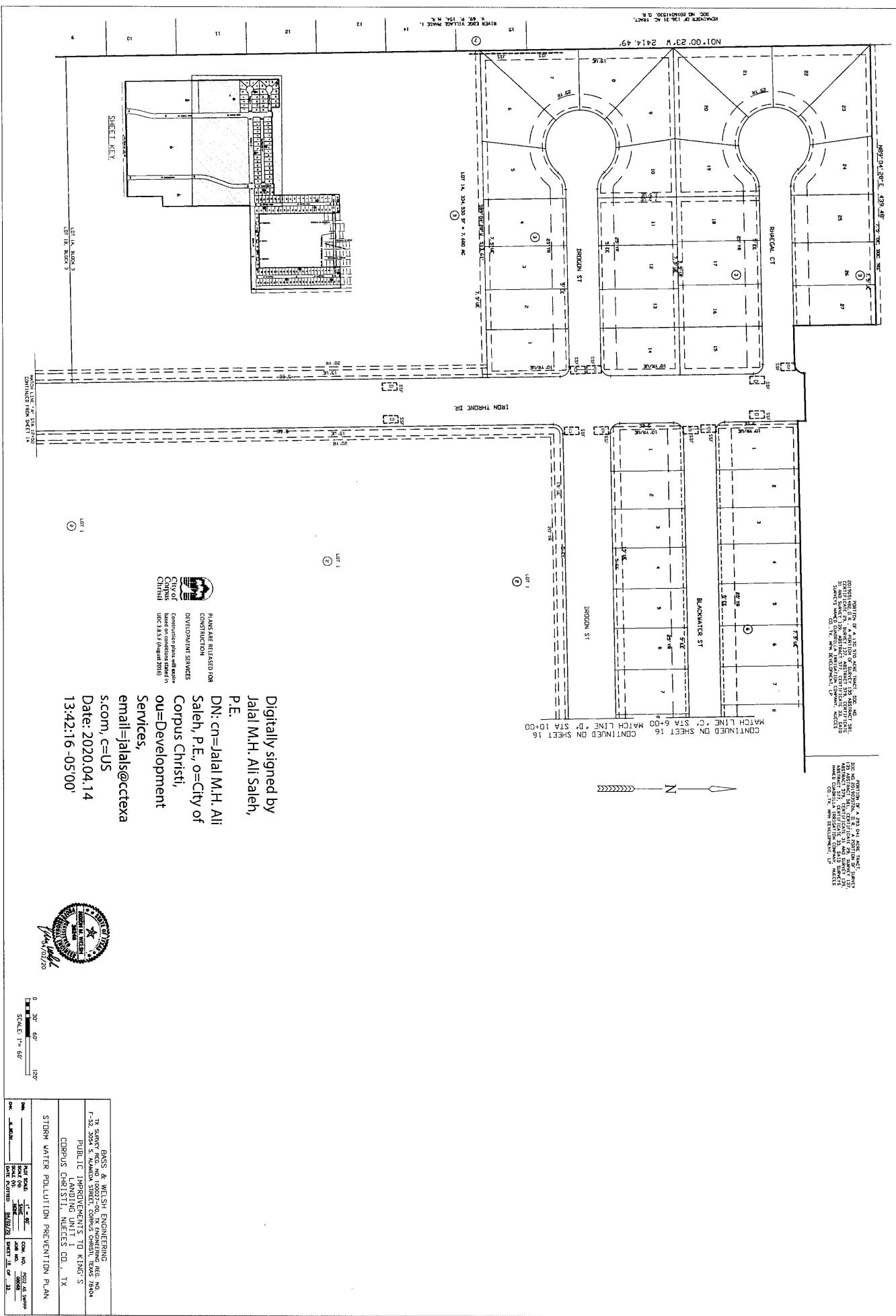
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10

Jalal M.H. Ali Saleh,
Digitally signed by
P.E.
DN: cn=jalal M.H. Ali
Saleh, P.E., o=City of
Corpus Christi,
ou=Development
Services,
email=jalals@ctctexas.org

.com, c=US
Date: 2020.04.14
13:44:44 -05'00'

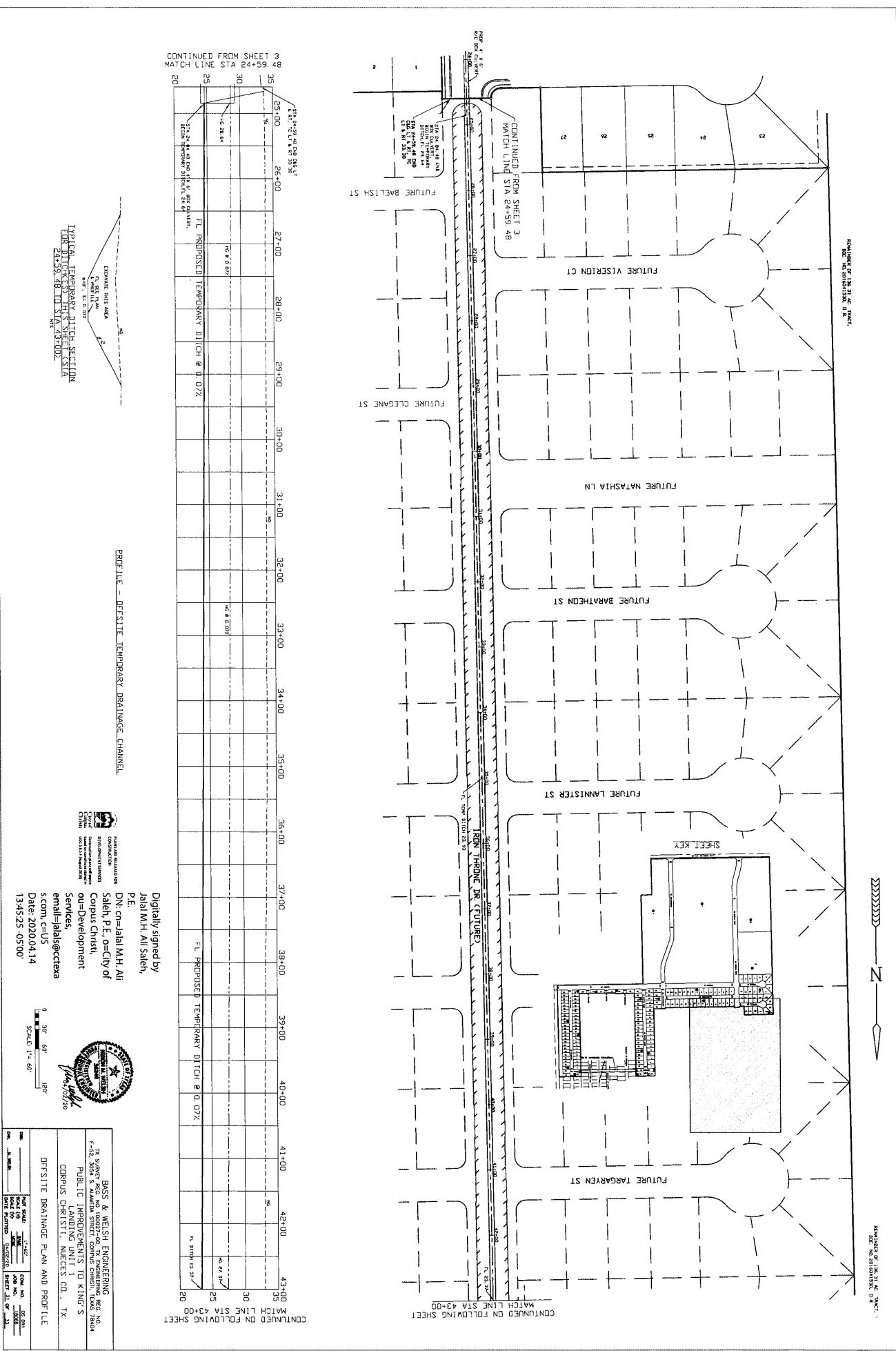
This architectural floor plan illustrates a building's layout. The main entrance is located at the bottom center, leading into a large, open-plan area. To the left of this area is a room labeled '4'. To the right is a room labeled '3'. Further to the right, a long corridor leads to a staircase. The staircase has two flights of stairs, each with a landing. The top landing is labeled '2' and the bottom landing is labeled '1'. The plan also shows several other rooms and a central hallway. A vertical label 'SHEET 3 OF 3' is positioned on the far left edge of the drawing.

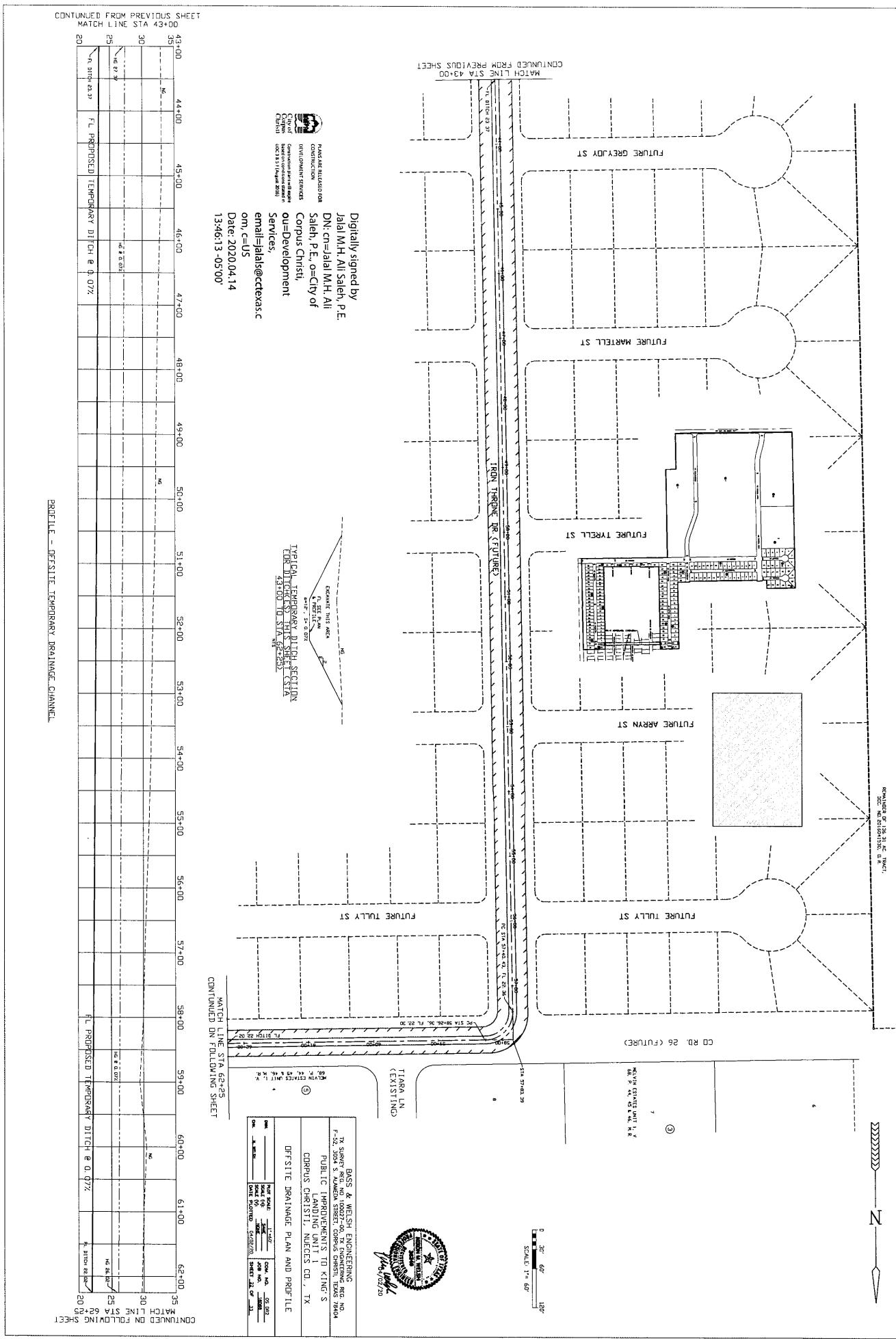
HG 28 63 HG 0 0 286 HG 22 65 HG 0 0 326 HG 27 30 HG 0 0 24 HG 27 01

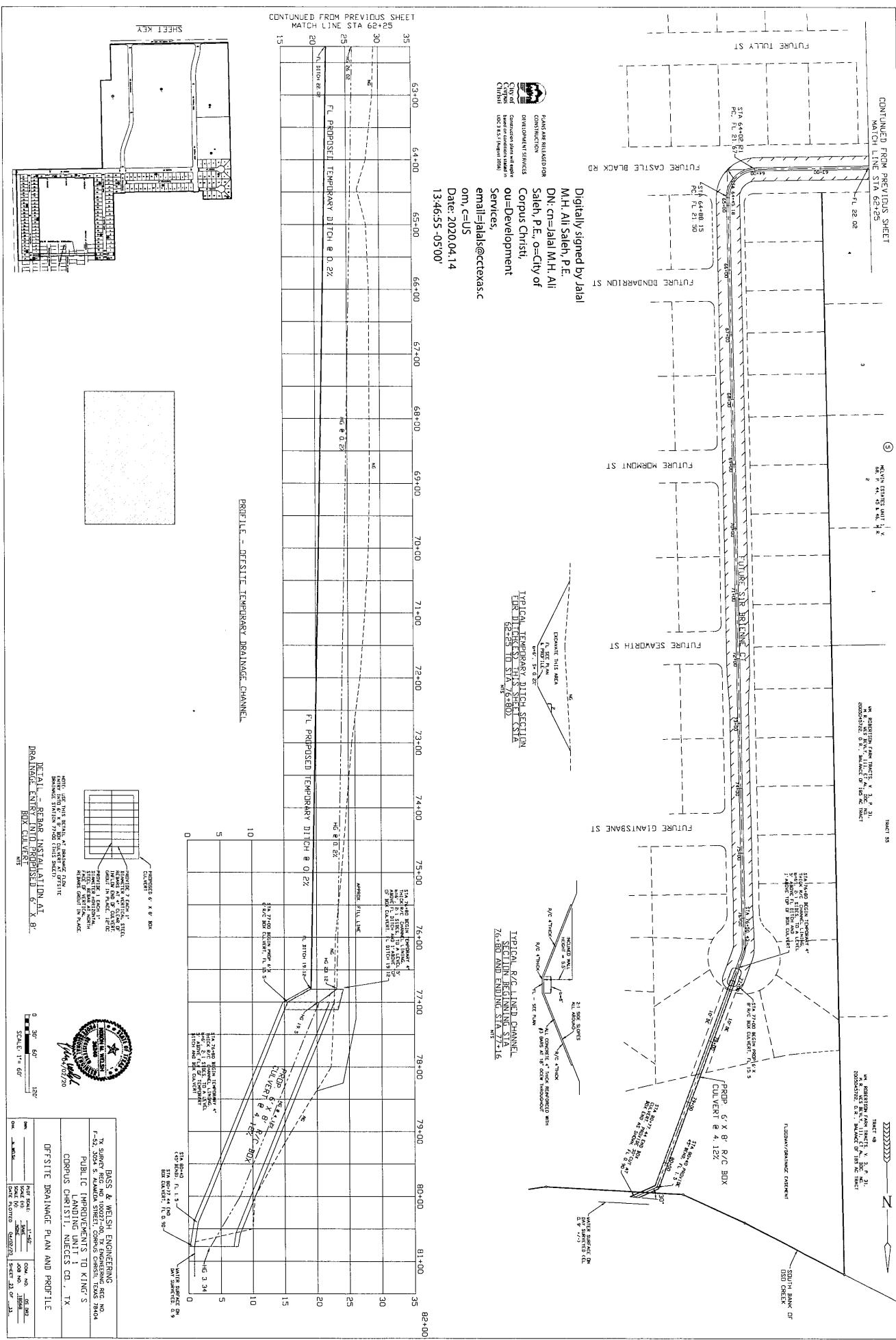
2015011169, O.R., BULL BRAND ER AL
111-1815 ACQ. 1981 MAR 11 1981



F.W. SINGER & CO., INC.	BASS & WELSH ENGINEERING, INC.
PO. BOX 300, AUSTIN, TEXAS 78762	PO. BOX 1000, DALLAS, TEXAS 75201
PROJECT IMPACTS TO KING S LANDING UNIT 1, KINGS CORPORATION, NECCS CO., TX	









Digitally signed by jalal
M.H. Ali Saleh, P.E.
DN: cn=jalal M.H. Ali
Saleh, P.E., o=City of
Corpus Christi,
ou=Development
Services,
email=jalal@cctexas.co

m, c=JS
Date: 2020.04.14
13:48:28 -05'00'

BASS AND WELSH ENGINEERING
TX REGISTRATION #F-22 305 N. JAMAICA STREET
CORPORATION CHAMBERS, TEXAS 76404



P.E.
DNI: cn=Jalal M.H. AlSaleh, P.E.,
ou=Corpus Christi,
o=Development Services,
email=jalals@ccctexas.com, c=US
Date: 2020.04.14 13:49:17 -05'00'



**PLANS ARE RELEASED FOR
CONSTRUCTION**

DEVELOPMENT SERVICES

Construction plans will expire if not based on conditions stated in UDC 3.8.5.F (August 2016).

2016)



BASS AND WELCH ENGINEERING CO., INC.
P.O. BOX 1000, DALLAS, TEXAS 75201-1000
TELEPHONE 214/922-1000
FAX 214/922-1001
E-MAIL: info@bassandwelch.com



DEVELOPMENT SERVICES
Construction plans will expire
based on conditions stated
UDC 3.8.5-f (August 2016)

Digitally signed by Jatai M.H. Ali
Saleh, P.E.
DN: cn=Jatai M.H. Ali Saleh, P.E.,
o=City of Corpus Christi,
ou=Development Services,
email=jalais@ctexas.com, c=US
Date: 2020.04.14 13:52:18 -05'00

BASS & WELCH ENGINEERING
REGISTRATION NO. 1-224, 1034 S. AMARIA STREET
GENERAL CONTRACTORS, INC.
KING'S LANDING UNIT 1
CORPORATION BUILDINGS
TX-901 SINGLE LEVELS CAST-IN-PLACE

Digitally signed by
Jalal M.H. Ali Saleh,
P.E.
DN: cn=Jalal M.H. Ali
Saleh, o=City of
Corpus Christi,
Construction Plan & Review
Dept., ou=Development
Services,
email=jalals@cctexas.c
om, c=US
Date: 2020.04.14
13:53:03-05'00'

BASS AND WELSH ENGINEERING CO., INC.
REGISTRATION NO. 1024, TEXAS
CORPORATION, FEBRUARY 1, 1946
BIRMINGHAM, ALABAMA

	NAME AND LOCATION PARKER HALL EDUCATION COMMERCIAL COMMERCIAL SERVICES DEVELOPMENT SERVICES CITY OF CORPUS CHRISTI DEVELOPMENT PLANS AND USES IN THE PARKER HALL AREA
DN:	cn=jalai.m.h.ali Saleh, P.E., o=Cty of Corpus Christi, ou=Development
Services,	email=jalais@cctexa .com, c=US
Date:	2020-04-14
13:53:45 -05'00'	



BASS AND WELLS ENGINEERING CO., INC.
REGISTRATION NO. 15-322
1924 S. ALAMEDA STREET
KILLEEN, TEXAS 76543

The logo features a circular emblem with a stylized building or bridge design at the top, surrounded by the words "CITY OF CYPRESS" and "CONSTRUCTION" stacked vertically.

Digitally signed by Jalal M.H. Ali
Saleh, P.E.
O/CN:cn=Jalal M.H. Ali Saleh, P.E.,
o=City of Corpus Christi,
ou=Development Services,
email=jalals@ccctexas.com, c=US
Date: 2020.04.14 13:54:49 -05'00'

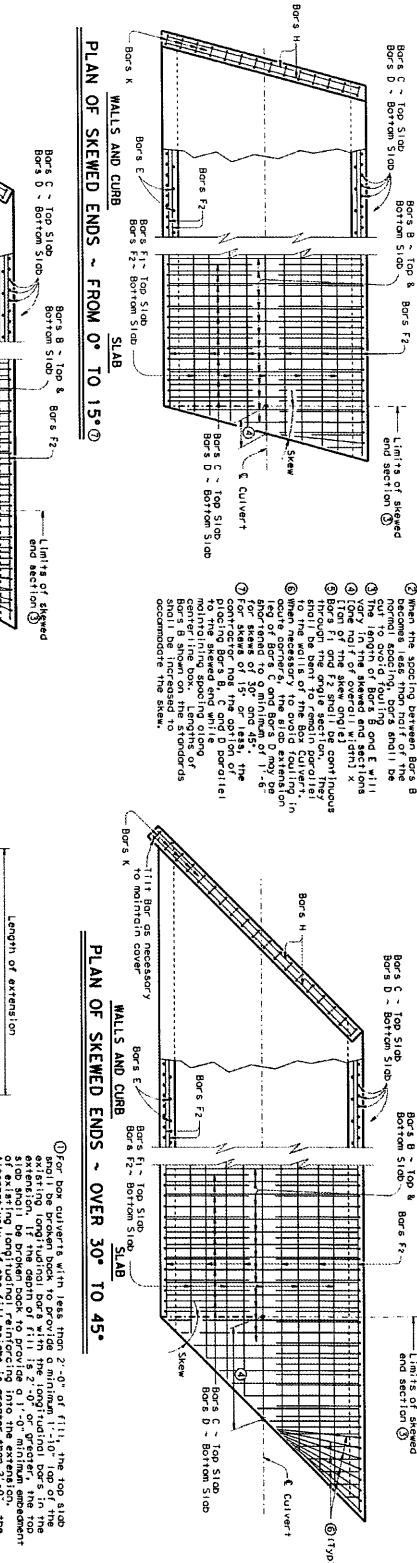
BASS & WELSH ENGINEERING
TX RECRUITMENT NO. 1
TENNESSEE, TEXAS & ARKANSAS
GENERAL CONTRACTORS



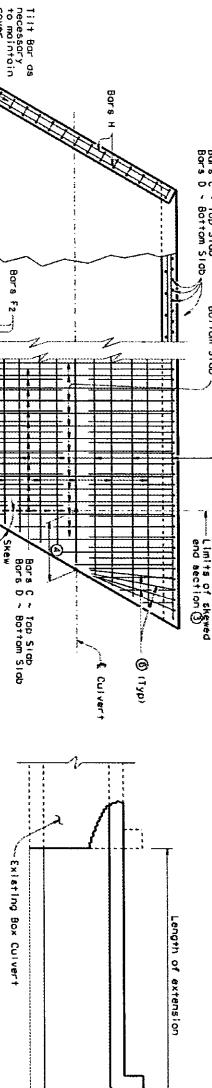
DEVELOPMENT SERVICES
Construction plans will expire
based on conditions stated in
UDC 3 & 5.F (August 2016)

Digitally signed by Jalal M.H. Ali
DNI: CN=Jalal M.H. Ali Saleh, P.E.,
O=City of Corpus Christi,
OU=Development Services,
email=jalals@ctexas.com, C=US
Date: 2020.04.14 13:55:36 -05'00'

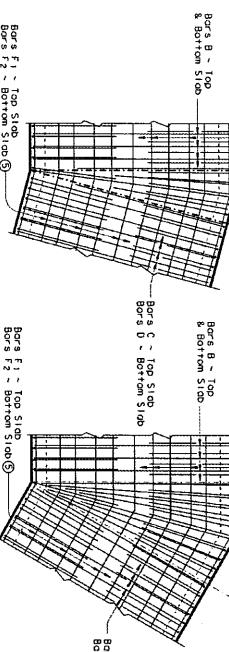
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



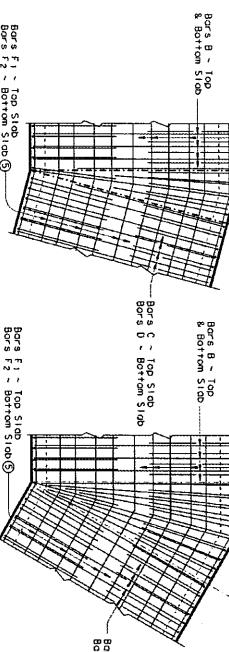
PLAN OF SKEWED ENDS ~ FROM 0° TO 15°?



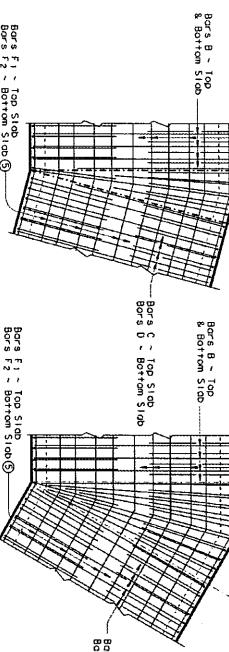
PLAN OF SKEWED ENDS ~ OVER 15° TO 30°



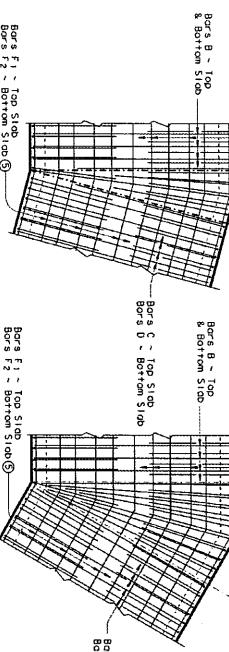
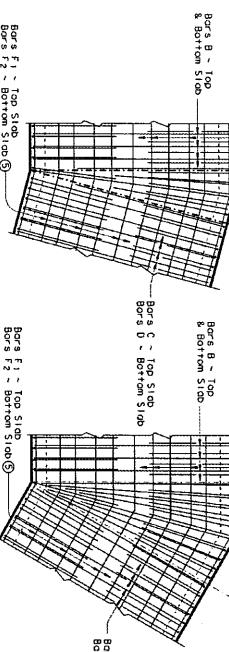
PLAN OF ANGLE SECTION FROM 0° TO 15°



**PLAN OF ANGLE SECTION
OVER 15° TO 30°**



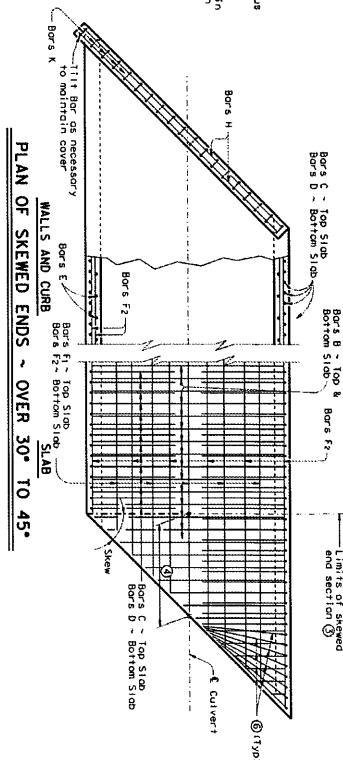
PLAN OF ANGLE SECTION ~
OVER 30° TO 45°



LENGTHENING DETAIL^①



PLAN OF SKEWED ENDS ~ OVER 30° TO 45°



GENERAL NOTES: Designed according to AASHTO LRFD Specifications. All reinforcing steel shall be Grade 60.



**SINGLE BOX CULVERTS
CAST-IN-PLACE**

MISCELLANEOUS DETAIL



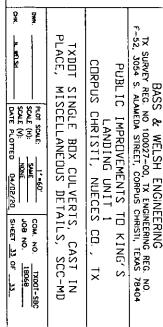
Digitally signed by Jalal M.H. Ali
Saleh, P.E.
DN: cn=Jalal M.H. Ali Saleh, P.E.,
ou=City of Corpus Christi,
ou=Development Services,
email=jalals@ctexas.com, e=US
Date: 2020.04.14 13:56:31 -05'00

Texas Department of Transportation
Division Standardization

SINGLE BOX CULVERTS

CAST-IN-PLACE

MISCELLANEOUS DETAILS



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

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

3054 S. Alameda St.

18068-PCE-WTR8
03/05/2020

KING'S LANDING UNIT 1
PRELIMINARY COST ESTIMATE
8" OFFSITE WATER DISTRIBUTION ITEMS REIMBURSABLE BY CITY

OFFSITE WATER DISTRIBUTION MAIN ITEMS (REIMBURSABLE BY CITY)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	16" PVC CASING PIPE	10	LF	200.00	2,000.00
2	8" PVC PIPE	356	LF	35.00	12,460.00
3	8" GATE VALVE W/BOX	1	EA	1,050.00	1,050.00

SUBTOTAL \$15,510.00

7.5% ENGINEERING, SURVEYING, & TESTING 1,163.25

TOTAL AMOUNT REIMBURSABLE \$16,673.25

NOTE: WATER ACREAGE FEES WERE APPLIED FULLY TO GRID MAIN WATER IMPROVEMENTS, HENCE, NONE APPLY HERE.



Exhibit 4



**City of
Corpus
Christi**

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: SEE ATTACHED SIGNATURE SHEET

STREET: _____ **CITY:** _____ **ZIP:** _____

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

N/A

Job Title and City Department (if known)

N/A

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

Name

N/A

Title

N/A

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

Name

N/A

Board, Commission, or Committee

N/A

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

Name

N/A

Consultant

N/A

CERTIFICATE

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

Certifying Person: _____ Title: _____
(Print)

Signature of Certifying Person: _____ Date: _____

DEFINITIONS

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

OWNERS:

The William Earl Hensch Trust
William Earl Hensch, Trustee
5027 Holly Road
Pasadena, Tx 77503
Phone: 713 417-7122

Anna Belle Hensch
1009 Peerman Place
Corpus Christi, Tx 78411
Phone: 361 444-5800

Retta Maurine Kasper
4805 Velma
Killeen, Tx 76542
Phone: 254 462-2976

Corpus Christi Community Church
4833 Saratoga Blvd #259
Corpus Christi, Tx 78413
Scott McDonald 361 420-0022
Also, James F. Dodson
4222 Fm 665, Robstown, Tx 78380
Phone: 361 877-3222

South Texas Children's Home Land Management
Po Box 548
Beeville, Tx 78104-0548

SIGNATURES

William Earl Hensch

William Earl Hensch, Trustee
The William Earl Hensch Trust

STATE OF TEXAS §
COUNTRY OF NUECES §

This instrument was acknowledged before me on the 21st, day of June 2019, by
William Earl Hensch, Trustee, The William Earl Hensch Trust, an owner of the subject tract.

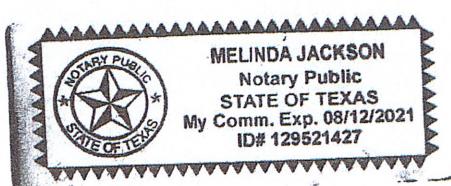


Jolene Gonzalez
Notary Public, State of Texas

Anna Belle Hensch
Anna Belle Hensch, Owner

STATE OF TEXAS §
COUNTRY OF NUECES §

This instrument was acknowledged before me on the 17th, day of June 2019, by
Anna Belle Hensch, an owner of the subject tract.



Melinda Jackson
Notary Public, State of Texas

NMW:sab



**City of
Corpus
Christi**

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: SEE ATTACHED SIGNATURE SHEET

STREET: _____ **CITY:** _____ **ZIP:** _____

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

N/A

Job Title and City Department (if known)

N/A

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

Name

N/A

Title

N/A

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

Name

N/A

Board, Commission, or Committee

N/A

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

Name

N/A

Consultant

N/A

CERTIFICATE

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

Certifying Person: Moss - M. S. Taylor
(Print)

Title: President General Partner

Signature of Certifying Person: [Signature]

Date: _____

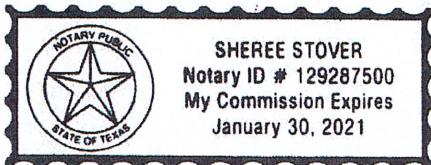
Retta Maurine Kasper

Retta Maurine Kasper, Owner

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the 26, day of June 2019, by
Retta Maurine Kasper, an owner of the subject tract.



Sheree Stover
Notary Public, State of Texas

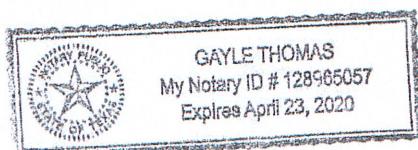
X D15mD1

Scott McDonald, Agent
Corpus Christi Community Church

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the 29th, day of June 2019, by
Scott McDonald, Agent for Corpus Christi Community Church, an owner of the subject tract.



Gayle Thomas
Notary Public, State of Texas

Eron Green, Registered Agent
South Texas Children's Home Land Management

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the _____, day of _____ 2019, by
Eron Green as Registered Agent of South Texas Children's Home Land Management, owner of the subject
tract.

Notary Public, State of Texas