

West Oso ISD

Bishop Cons. ISD

London ISD

Flour Bluff ISD

Corpus Christi ISD

Oso Bay

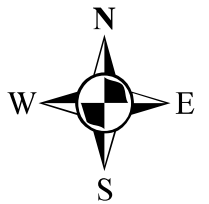
Oso Creek

Nueces County
Kleberg County

City of Corpus Christi
Proposed Annexation Area

Legend

- Proposed Annexation Area selection
- Corpus Christi Extra Territorial Jurisdiction
- Corpus Christi City Limits
- School Districts



0 0.5 1 2 Miles

Exhibit B
Proposed
Municipal Services
Plan for the
Southside FM 2444
Area

SOUTHSIDE FM 2444 AREA PROFILE

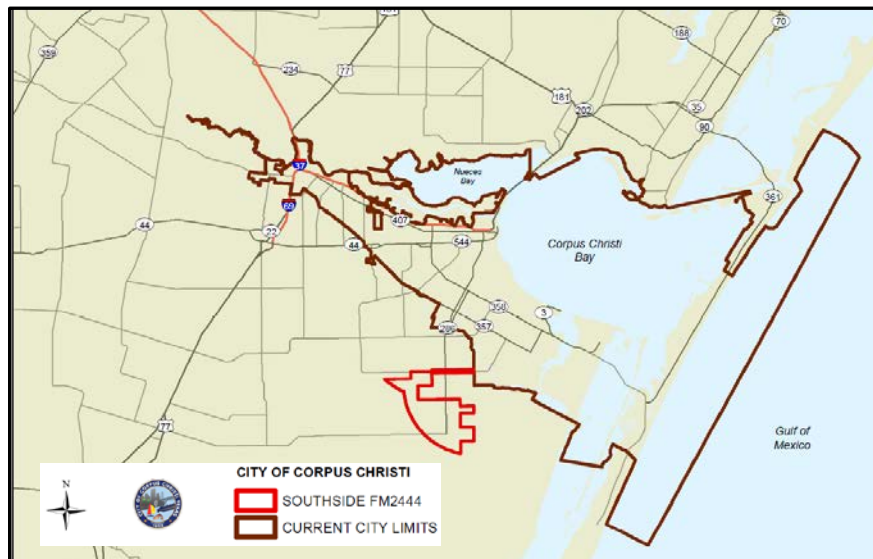
Southside FM 2444 Area Information	Southside FM 2444 Area	Corpus Christi
Total Land Area in Square Miles:	16.34	150.58
Total Water Area in Square Miles:	0.0	353.46
Total 2014 Population:	44	320,231
Total 2014 Housing Units:	16	129,254
2012 Median Age	35.6	34.4
2012 Median Household Income	\$67,721	\$47,029

Source: US Census/American Fact Finder and City of Corpus Christi

Existing Uses

Southside FM 2444 Area	Acres	Percent
Agricultural / Vacant	10,433.69	97.84%
Residential	20.77	0.20%
Industrial	3.81	0.04%
Public Semi Public	4.73	0.05%
Right-of-Way	196.47	1.88%
Total	10,463.00	100.00%

Location Map



MUNICIPAL SERVICES PLAN FOR THE SOUTHSIDE FM 2444 AREA

INTRODUCTION

This Municipal Services Plan ("Plan") is made by the City of Corpus Christi, Texas pursuant to Section 43.056 of the Texas Local Government Code. This Plan relates to the annexation of approximately 16.34 square miles of land generally located south of FM 2444 and west of County Road 41. Exhibit A, attached to this Plan contains a metes and bounds description and a map of the area. This plan will be attached to the ordinance annexing the Southside FM 2444 Area.

The proposed annexation of the Southside FM 2444 Area will follow all of the requirements contained in the Texas Local Government Code Chapter 43 required for annexation, including but not limited to, requirements for public notice and public hearings. In addition, the FM 2444 Area proposed for annexation satisfies Chapter 43, Section 43.052.h, that exempts an area proposed for annexation from the requirement that an area to be annexed must first be included in the City's Annexation Plan for three years prior to adoption of an annexation ordinance. Section h. specifies that if an area contains less than 100 residential units on separate tracts, then the area to be annexed is "exempt" from the plan requirement. Based on a land use analysis and appraisal district records for the area there are 16 dwellings on separate tracts. Therefore, the area proposed for annexation is "exempt" from the annexation plan requirement.

EFFECTIVE TERM

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. A renewal of this Plan may be exercised by the City Council provided the renewal is adopted by ordinance and specifically renews this Plan for a stated period of time.

INTENT

The City Council of the City of Corpus Christi, Texas, finds and determines that this Plan will not provide any fewer services or a lower level of services in the annexation area than were in existence in the annexation area at the time immediately preceding the annexation process. The service plan will provide the annexed area with a level of service, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

The City reserves the right guaranteed to it by the Texas Local Government Code to amend this Plan if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government Code or other Texas laws to make this Plan unworkable or obsolete or unlawful.

SERVICE ELEMENTS

1. **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

a. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use and population density.

b. Fire Protection Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force with the limitations of water available at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use and population density.

c. Emergency Medical Services as follows:

Radio response for Emergency Medical Services with the present personnel and equipment at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use and population density.

d. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use and population density.

e. Operation and Maintenance of Water and Wastewater Facilities

Water and wastewater service will be provided in accordance with the Corpus Christi Code of Ordinances, Utility Department Policies and engineering standards at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use and population density and provided the service is not within the certificated service area of another utility through existing facilities located within or adjacent to the area. Any and all water or wastewater facilities owned or maintained by the City of Corpus Christi, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Corpus Christi, Texas. Any and all water or wastewater facilities that may be the property of another municipality or other entity shall not be maintained by the City of Corpus Christi unless the facilities are dedicated to and accepted by the City of Corpus Christi.

On-site sewage facilities may be allowed contingent upon the property owner meeting all city, county, state and federal requirements.

f. Operation and Maintenance of Roads and Streets, including Street Lighting

The City will maintain public streets over which the City has jurisdiction at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use and population density. Any and all roads, streets or alleyways which are dedicated to and accepted by the City of Corpus Christi, Texas, or which are owned by the City of Corpus Christi, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in the City. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Corpus Christi, Texas, pursuant to the rules, regulations and fees of the utility.

Street Department services include:

- Emergency pavement repair;
- Maintenance of public streets; and
- Traffic Engineering.

Following annexation, public streets for which the city has jurisdiction will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized on a Citywide basis and scheduled based on a variety of factors, including pavement roughness, rideability, age, traffic volume, functional class, and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.

The Traffic Engineering Division of the Street Department will also provide regulatory signage services in the annexation area. All regulatory signs and signals are installed when warranted following an engineering study. All roadways are re-striped and remarked and signage replaced as needed.

- Immediately following annexation, all properties will be subject to the City's monthly street fee program. The street fee is a monthly fee which is collected from Corpus Christi residents and business owners and which appears on their monthly utility bills.

g. Operation and Maintenance of Parks, Playgrounds and Swimming Pools

Any park that may be under the responsibility of the County will be maintained by the City only upon dedication of the park by the County to the City and acceptance of the park by the City Council. At this time there are no public recreational facilities in the annexation area including parks, playgrounds, and swimming pools.

h. Operation and Maintenance of any other Publicly-Owned Facility, Building, or Service.

At this time there are no such other publicly owned facilities. Should the City acquire any other facilities and buildings within the annexation area, an appropriate City department will provide maintenance services at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use and population density.

i. Other Services.

All other City Departments with jurisdiction in the area will provide services according to City policy and procedure.

2. CAPITAL IMPROVEMENTS PROGRAM

The City will initiate the construction of capital improvements for providing municipal services for the annexation area as necessary.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

- a. **Police Protection.** No capital improvements are necessary at this time to provide police services.
- b. **Fire Protection.** No capital improvements are necessary at this time to provide fire services.
- c. **Emergency Medical Service.** No capital improvements are necessary at this time to provide EMS services.
- d. **Solid Waste Collection.** No capital improvements are necessary at this time to provide solid waste collection services.
- e. **Water and Wastewater Facilities.** The annexation area will be included with all other areas of the city in the City's Capital Improvements Program.

Water and wastewater services to new development and subdivisions will be provided according to the Corpus Christi Code of Ordinances, Corpus Christi Unified Development Code and the Water and Wastewater Department standards, which may require the developer of a new subdivision or site plan to install water and wastewater lines.

- f. **Roads and Streets.** No road or street related capital improvements are necessary at this time. In general, the City will acquire control of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- g. **Parks, Playgrounds and Swimming Pools.** No capital improvements are necessary at this time to provide services.
- h. **Street Lighting.** No capital improvements are necessary at this time to provide services. Street lighting in new and existing subdivisions will be installed and maintained in accordance with the applicable standard policies and procedures.
- i. **Other Publicly Owned Facilities, Building or Services: Additional Services.** In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.

- j. **Capital Improvements Planning.** The annexation area will be included with other territory in connection with the planning for new or expanded facilities, functions, and services as part of the City's Capital Improvement Plan.

AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

FORCE MAJEURE

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Plan as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure for purposes of this Plan.

SPECIFIC FINDINGS

The City of Corpus Christi will provide services to the newly annexed area in a manner that is similar in type, kind, quantity, and quality of service presently enjoyed by the citizens of the City of Corpus Christi, Texas, who reside in areas of similar topography, land utilization and population density.

**EXHIBIT A
METES AND BOUNDS
SOUTHSIDE FM 2444 ANNEXATION AREA**

An approximately 10,463 acre tract of land out of Laureles Farm Tracts, recorded in Volume 3 Page 15 and Volume 4 Page 36 of the Map Records, Nueces County, Texas and more particularly described as follows:

BEGINNING at the northeast corner of said 10,463 acre tract, more or less, a point on the west right-of-way line of existing County Road 41, located 500 feet north of the centerline of F.M. 2444, for the north corner of the tract herein described;

THENCE west and 500 feet north of and parallel to the centerline of FM 2444 for a distances of approximately 3 miles, to a point on the west right-of-way line of County Road 47;

THENCE south along the west right-of-way line of County Road 47 and 20 feet west of the east boundary of Section 27 Laureles Farm Tracts to a point on the north right-of-way line of FM 2444;

THENCE to the west along the south boundary of the north half of Sections 27 and 26 Laureles Farm Tracts also being the north right-of-way of FM 2444 to the northwest corner of the southeast quarter of Section 26 Laureles Farm Tracts;

THENCE to the south, with the west boundary of the southeast quarter of Section 26 Laureles Farm Tracts and parallel with County Road 49 a distance of 0.5 miles to the northeast corner of the northwest quarter of Section 37 Laureles Farm Tracts;

THENCE in a westerly direction along the north boundary of Sections 37, 38 and 39 Laureles Farm Tracts to a point located approximately 2000 feet past the northeast corner of Section 39 Laureles Farm Tracts, to the westerly boundary of the Corpus Christi Extraterritorial Jurisdiction formed by Annexation Ordinance 022267 on July 18, 1985 and by annexation ordinance 020039 on October 27, 1985; whose radius point is the southwest corner of a 308.99 Acre Tract out of Shares 1, 2, 3, 4, and 10, Section D of the Laureles Farm Tracts and by Annexation Ordinance 020039 on October 27, 1985 whose radius point is the southwest corner of a 298.056 Acre Tract out of the South ½ of Section 31 and the North ½ of Section 32 of the Laureles Farm Tracts;

THENCE in a southeasterly direction following the Corpus Christi Extraterritorial Jurisdiction formed by Annexation Ordinance 022267 on July 18, 1985 whose radius point is the southwest corner of a 308.99 Acre Tract out of Shares 1, 2, 3, 4, and 10, Section D of the Laureles Farm Tracts and by Annexation Ordinance 020039 on October 27, 1985 whose radius point is the southwest corner of a 298.056 Acre Tract out of the South ½ of Section 31 and the North ½ of Section 32 of the Laureles Farm Tracts to the east right-of-way line of County Road 43, crossing Sections 39, 38, 48, 72, 83, 84, 107, 106, 121 and 122 of Laureles Farm Tracts to a point on the east right of way of County Road 43;

THENCE in a northerly direction following the east right-of-way line of County Road 43 to a point being 20 feet east of the northwest corner of the south half of Section 104 Laureles Farm Tracts;

THENCE in an easterly direction along the north boundary of the south half of Section 104 Laureles Farm Tracts to a point on the west boundary of Section 103 Laureles Farm Tracts;

THENCE in a northerly direction along the west boundary of Section 103 and 88 Laureles Farm Tracts to the northwest corner of the south half of Section 88 Laureles Farm Tracts;

THENCE in a westerly direction along the south boundary of the north half of Section 87 Laureles Farm Tracts to the east right-of-way line of County Road 43;

THENCE north along the east right-of-way line of County Road 43 to a point 20 feet east of the southwest corner of north half of Section 68 Laureles Farm Tracts;

THENCE east along the north boundary of the south half of Section 68 Laureles Farm Tracts to the southeast corner of the north half of Section 68 Laureles Farm Tracts;

THENCE in a northerly direction along the west boundary of Section 67 Laureles Farm Tracts to the northwest corner of Section 67 Laureles Farm Tracts;

THENCE to the west along the north boundary of Section 68 Laureles Farm Tracts to the east right-of-way line of County Road 43;

THENCE in a northerly direction along the east right-of-way line of Country Road 43 to the point on the north right-of-way line of County Road 14A;

THENCE to the west along the north right-of-way line of County Road 14A extended along the south boundary of the north half of Sections 51, 50 and 49 Laureles Farm Tracts to a point on the east right-of-way line of County Road 49;

THENCE to the north along the east right-of-way line of County Road 49 being 20 feet east of the west boundary of Sections 49 and 36 Laureles Farm Tracts to a point on the south right-of-way line on County Road 18 being 20 feet south of the northwest corner of the south half of Section 36 Laureles Farm Tracts;

THENCE to the east along the south boundary of County Road 18 being 20 feet south of the south boundary of the north half of Section 36 Laureles Farm Tracts to a point on the east right-of-way line of County Road 47 and 20 feet west of the southwest corner of the north half of Section 35;

THENCE to the north along the east right-of-way line of County Road 47 and 20 feet east thereof the west boundary of Sections 35 and 28 Laureles Farm Tracts to a point 500 feet south of the centerline of FM 2444;

THENCE to the east 500 feet south of and parallel to the centerline of FM 2444 to a point on the west right-of-way line of County Road 41 and the existing Corpus Christi city limits (Ordinance 022267, July 18, 1995) and the east boundary of Section 30 Laureles Farm Tracts to a point;

THENCE to the north along the west right-of-way line of County Road 41 and the existing Corpus Christi city limits (Ordinance 022267, July 18, 1995) and the east boundary of Section 30 Laureles Farm Tracts 1000 feet, to the west right-of-way line of County Road 41 and the Corpus Christi city limits (Ordinance 022267, July 18, 1995) to the POINT OF BEGINNING.

Southside FM 2444 Annexation Area Map

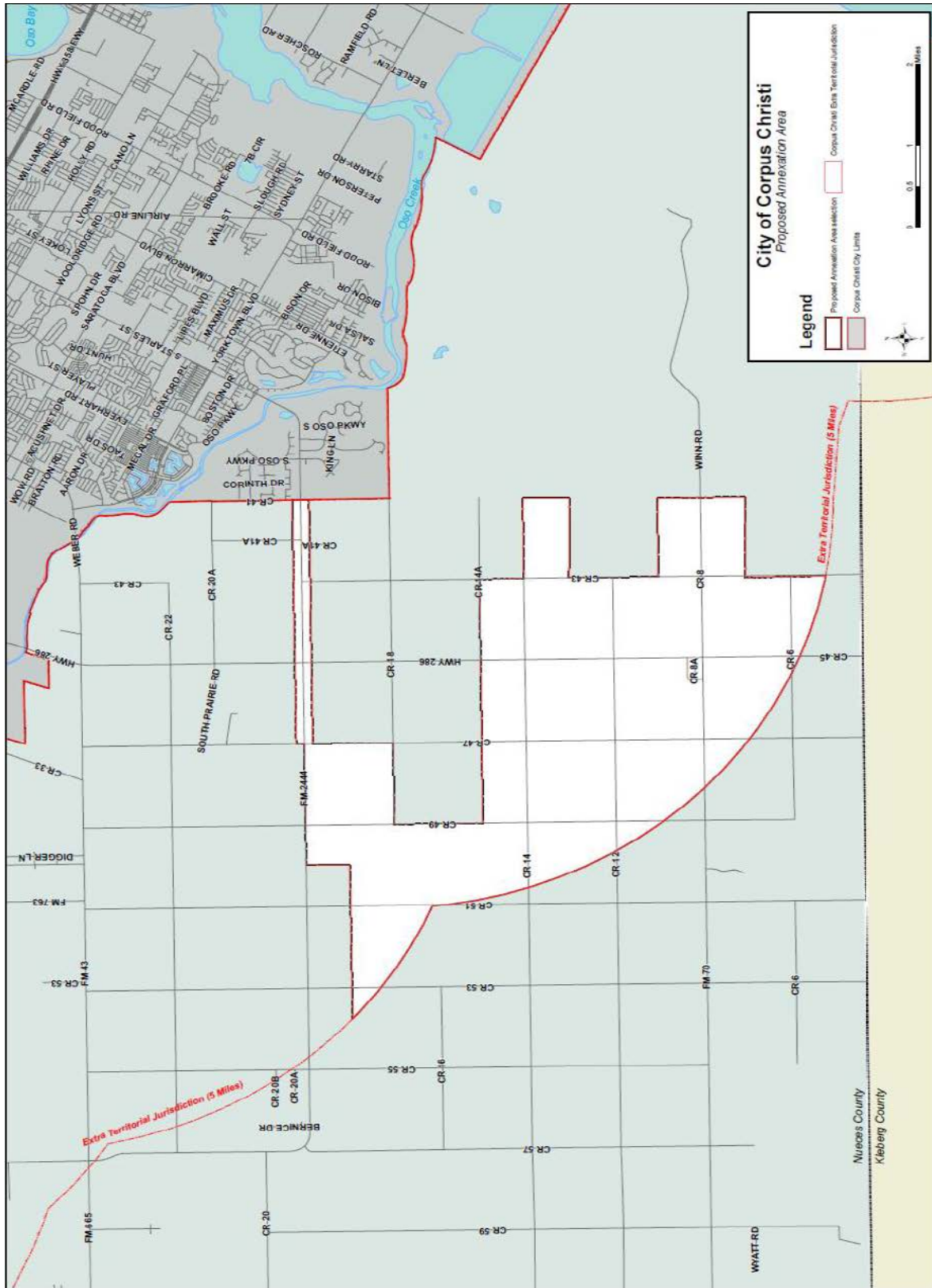


Exhibit C: July 17, 2014

[Name]
[Address]

LEGAL DESCRIPTION:
TAX ID #:

SUBJECT: Proposed Annexation – Southside FM 2444 Area

Dear Property Owner:

On July 15, 2014, the City of Corpus Christi initiated the process to expand its corporate boundaries by proposing to annex 10,463 acres of land generally located south and southwest of the city. (See attached map) The purpose of this letter is to invite you as a property owner of record to annexation public hearings and to provide a sample development agreement, per state law, that could allow qualifying property owners to opt out of the annexation.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on August 19, 2014. The second will be held on August 26, 2014. Both public hearings will be held at the Corpus Christi City Council Chamber, 1st Floor of City Hall, 1201 Leopard Street, Corpus Christi, Texas, beginning around 11:30 a.m. All interested parties are encouraged to attend and offer comment.

In lieu of annexation, State law requires the City to offer some properties a development agreement instead of annexation. If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E, Chapter 23, Texas Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include the Unified Development Code, building codes, nuisance regulations, animal control, and general health and sanitation regulations. **For your information, entering into this agreement will prohibit the construction of a windfarm on your property. If your property qualifies and you intend to enter into a Development Agreement, please notify us within (30) days of the date this letter.** (See contact info below)

Proposed Annexation – Southside FM 2444 Area
July 17, 2014
Page 2


For your information, entering into the Development Agreement will not cause or allow the City to levy city property taxes on your property. If the City does not receive notification of intent to enter into a Development Agreement within thirty (30) days of the date of this letter we will assume that you are not interested in entering into an agreement.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. In general, upon annexation into the City, the City will immediately provide police patrol, fire protection, emergency medical response and solid waste pickup for residential properties. A proposed Municipal Services Plan for the Southside FM 2444 area will be posted on the City's website by August 19, 2014. (www.cctexas.com)

The Corpus Christi City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. The Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Corpus Christi community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Additionally, the inclusion of this area into the City limits will provide better uniformity in the provision of public safety services such as police, fire and EMS.

We are committed to assisting you throughout the process by providing any information relating to this pending annexation or answering questions that you may have. Please contact Bob Payne, Special Projects Coordinator at 361-826-3572 or by email at bobpayne@cctexas.com with any questions and if you wish to pursue a Development Agreement.

Respectfully,

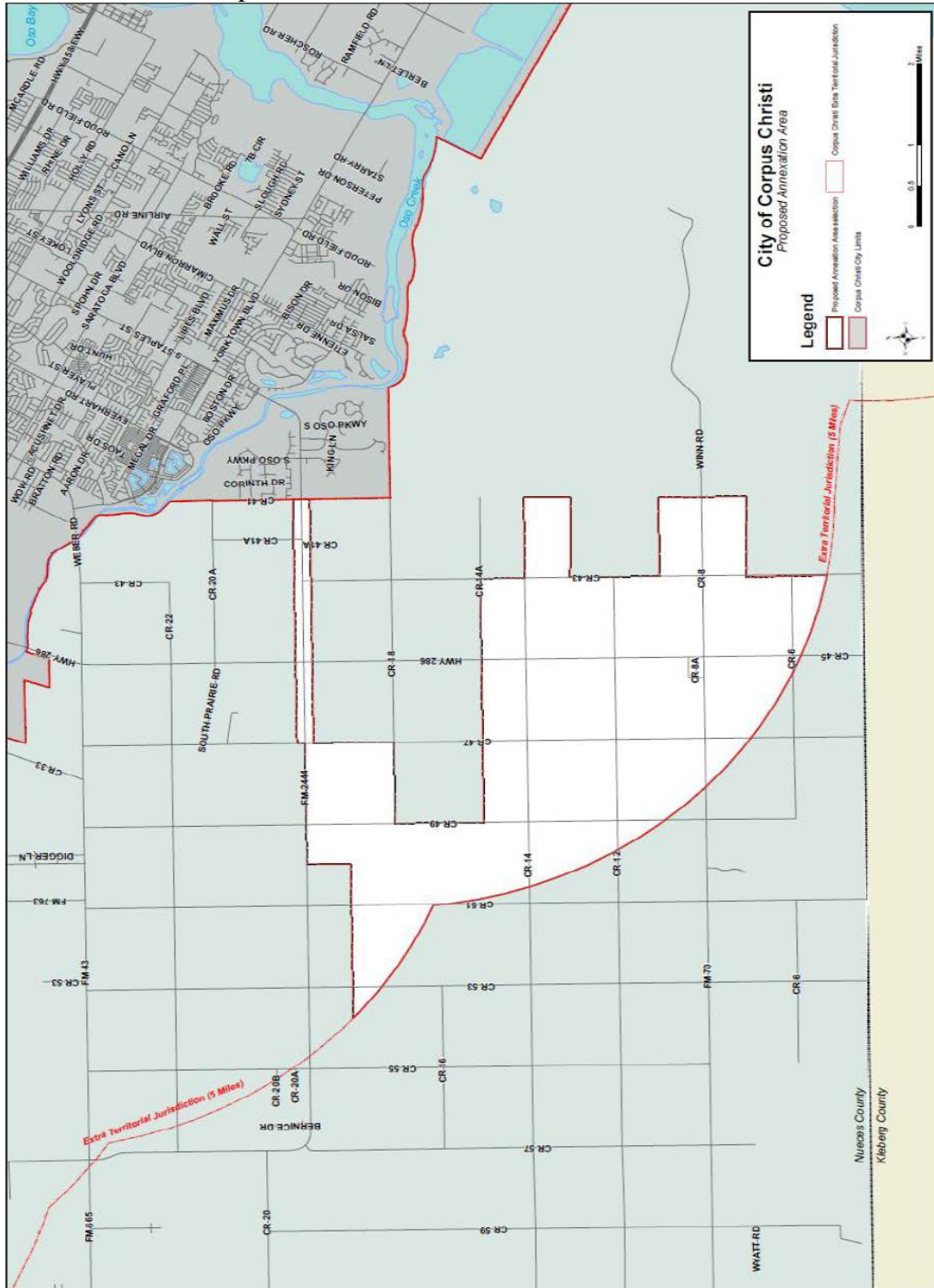


Barney Williams, P.E.
Interim Director of Development Services

Enclosures
Annexation Area Map
Development Agreement

Proposed Annexation – Southside FM 2444 Area
July 17, 2014
Page 3

Annexation Area Map



**Exhibit B: DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code (the Agreement”) is entered between the City of Corpus Christi, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Nueces County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code;

WHEREAS, under Section 43.035 the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City’s annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner’s Obligations. In consideration of the City’s agreement not to annex the Property and as a condition of the Property remaining in the City’s ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land uses, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Nueces County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct or allow to be constructed any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the City's Unified Development Code and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's zoning regulations shall apply to the Property, and in addition to the uses authorized by the Unified Development Code, the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations in the Unified Development Code and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.
- (e) The Owner shall not construct or allow to be constructed wind energy units on his land for the commercial sale of wind energy as defined in the Unified Development Code, Section 5.6.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner's failure to comply with Section 2.
 - (3) The Property no longer being appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax

Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is fifteen (15) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City, provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by

the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Corpus Christi
Attn: City Manager
PO Box 9277
Corpus Christi, Texas 78469-9277

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a memorandum of this Agreement in a form substantially similar to that set forth in Exhibit "B" shall be recorded in the Official Public Records of Nueces County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Nueces County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2014.

Owner (s)

Printed Name: _____

Printed Name: _____

City of Corpus Christi, Texas

STATE OF TEXAS §
COUNTY OF NUECES §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF NUECES §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF NUECES §

BEFORE ME the undersigned authority on this day personally appeared , City of Corpus Christi, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

Notary Public - State of Texas

EXHIBIT "A"

Nueces County Appraisal District Tax Id. #: _____

Nueces County Appraisal District Property Description: _____

Exhibit “B”

**MEMORANDUM OF RECORD
NOTICE OF DEVELOPMENT AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF NUECES §

Whereas, the undersigned (“Owner”) and the City of Corpus Christi (the “City”), entered into that certain Development Agreement under Section 43.035, Texas Local Government Code dated _____, 20____, (the “Agreement”);

Whereas, Owner and the City entered the Agreement pursuant to Local Government Code §43.035 which, pursuant to the terms and conditions of the Agreement, effectively guarantees the continuation of the extraterritorial status of Owner’s property that is currently appraised for ad valorem tax purposes as agricultural land under Subchapter C or D, Chapter 23 of the Tax Code until the Agreement expires or the property is developed for purposes other than agriculture;

Whereas, Owner is the owner of record for the property described in Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”);

Whereas, recording the entire Agreement in the real property records of Nueces County is impractical and needlessly burdensome; and

Whereas, the Owner and City agree to file this Memorandum of Record (“Memorandum”) to provide notice of the Agreement encumbering the Property;

NOW THEREFORE, the undersigned hereby executes this Memorandum and files the same of record in the Deed Records of Nueces County, Texas, for the purpose of giving notice to all persons that:

- (1) The Agreement is on file with the City Secretary at the Corpus Christi City Hall, copies of which are available upon request.
- (2) The Owner is required to perform as agreed and provided in the Agreement, as well as in accordance with all other applicable rules, regulations and codes of the City, except as provided otherwise in the Agreement.
- (3) The Agreement provides that any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner’s heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property.

Executed and filed this the ____ day of _____, 2014.

By: _____

Name:

Title:

THE STATE OF TEXAS §

§

COUNTY OF NUECES §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared of the City of Corpus Christi, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 2014.

(SEAL)

Notary Public-State of Texas

After Recording Return to:

City of Corpus Christi

Attn: City Secretary

P.O. Box 9277

Corpus Christi, Texas 78469-9277