

Resolution authorizing outside city limits water contract with GTHH Development, LLC to provide public water to the property located outside the city limits described as Swan Village Phase I Subdivision Lots 1-21, Block 1, Lots 1-25, Block 2 and Lots 1-16, Block 3 for Swan Village Phase I Subdivision, also commonly known by its street address as FM 2444 (S. Staples Street), under Corpus Christi Code Section 55-113

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

Section 1. The City Council authorizes the City Manager or designee to enter into outside city limits water contract with the property owner of Lots 1-21, Block 1, Lots 1-25, Block 2 and Lots 1-16, Blocks 3 of Swan Village Phase I Subdivision, also commonly known by its street address as FM 2444 (S. Staples Street), to provide city water to their respective property located outside the city limits pursuant to Chapter 55, Article VIII of the City Code of Ordinances.

PASSED AND APPROVED on the _____ day of _____, 2021:

Paulette M. Guajardo _____

Roland Barrera _____

Gil Hernandez _____

Michael Hunter _____

Billy Lerma _____

John Martinez _____

Ben Molina _____

Mike Pusley _____

Greg Smith _____

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

**STANDARD FORM CONTRACT FOR PROVIDING WATER WHERE PROPERTY IS
SITUATED PARTLY OR WHOLLY BEYOND CITY LIMITS**

STATE OF TEXAS §

COUNTY OF NUECES §

Whereas, contracts for water service outside the city limits which include a new water connection must receive approval by the city council before the contract for such service can become effective pursuant to Corpus Christi Code 55-113; and

Whereas, the city manager or designated representative is authorized to execute water service contracts meeting all of the requirements contained in Chapter 55, Article VIII of the Corpus Christi Code when no additional service connection is involved or the contract is for temporary water service for a period of not more than one (1) year or for consumption of less than ten-acre feet of water during the entire contract term .

THIS CONTRACT AND AGREEMENT made and entered into an original by and between, GTHH Development, LLC. (Owner), whose address 4833 Saratoga Boulevard, PMB 423, Corpus Christi, Texas 78413, 1st Community Bank (Lienholder) whose address is 416 North Water Street, Corpus Christi, Texas 78401 and the City of Corpus Christi, Texas ("City"), a home rule city of more than 250,000 population, a municipal corporation and body politic under the laws of the State of Texas, of 1201 Leopard Street, Corpus Christi, Texas 78401, County of Nueces, State of Texas, for good and valuable consideration in hand received by the parties respectively and upon the covenants and conditions hereafter stated:

WITNESSETH:

I. Owner is owner in fee simple and of all existing rights, titles and interests therein of all the following described property located in Nueces County, Texas, which is situated partly or wholly beyond the corporate limits of the City of Corpus Christi, and further, the property is not principally used for port-related industry, as defined by Section 55-111, as amended, Code of Ordinances, City of Corpus Christi, and is generally delineated on the map attached to this contract and marked "**Exhibit A**" and being more particularly described as follows, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Block One (1), Swan Village - Phase 1 Subdivision.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Block Two (2), Swan Village - Phase 1 Subdivision.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Block Three (3), Swan Village - Phase 1 Subdivision.

II. City agrees to deliver City water to such property or to waterlines on the property, under rules and regulations promulgated and authorized by Sections 55-111 as amended, of the Code of Ordinances, City of Corpus Christi.

III. Owner and Lien Holder agree to construct all improvements on such property under all City codes and regulations and to obtain all City technical construction permits as though the property were inside the City. Owner and Lien Holder consent to inspections of all of such construction of duly authorized inspectors or representatives of City departments charged with enforcement of the codes and regulations. Owner and Lien Holder agree that, as to any improvements, the applicable codes and regulations are those codes and regulations that are in effect at the time of commencement of the improvements.

IV. All connections to the City water system are subject to the same rules and regulations regarding standards of delivery of water service, including installation and disconnections for failure to pay charges, as consumers within the City limits.

V. **IT IS AGREED** by and between the parties hereto that all of the above conditions shall be binding upon the successors and assigns of the said Owner and each of them, if multiples, and constitutes a covenant running with the land.

WITNESS OUR HAND this 18 day of December, 2020.

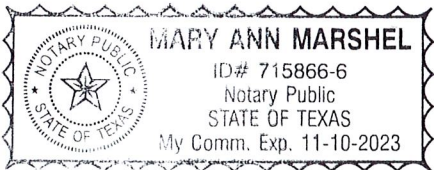
OWNER: GTHH Development, LLC.



Hossein Mostaghasi, President

STATE OF TEXAS §
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COUNTY OF NUECES §

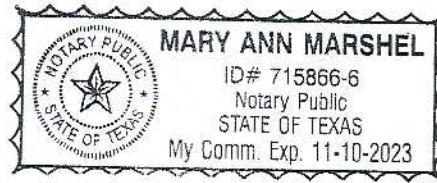
This instrument was acknowledged before me on this the 18 day of December, 2020, by Hossein Mostaghasi, President, GTHH Development, LLC.



Mary Ann Marshel
Notary Public, State of Texas

LIENHOLDER: 1st Community Bank

[Signature]
Joe Ingle, Vice President



STATE OF TEXAS §
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COUNTY OF NUECES §

This instrument was acknowledged before me on this the 18 day of December, 2020 by ~~Renee L. Carter~~, Executive Vice President, 1st Community Bank
Joe Ingle
M.A.M.

Mary Ann Marshel
Notary Public, State of Texas

City of Corpus Christi:

By: _____
Albert Raymond III, AIA, CBO
Director of Development Services

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Albert Raymond III, Director of Development Services Department, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM: _____ day of _____, 2021.

Buck Brice
Assistant City Attorney
for the City Attorney

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

Warranty Deed with Vendor's Lien

Date: MAY 20, 2016

Grantor: CYPRESS POINT CAPITAL, LLC

Grantor's Mailing Address:

14 W Bar Le Doc
Corpus Christi, Texas 78414
Nueces County

Grantee: GTHH DEVELOPMENT, LLC

Grantee's Mailing Address:

4833 Saratoga Blvd., PMB 423
Corpus Christi, Texas 78413
Nueces County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of ONE MILLION EIGHT HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$1,887,265.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Jordan M. Anderson, trustee.

Property (including any improvements):

See Exhibit "A".

Reservations from and Exceptions to Conveyance and Warranty

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; all presently valid existing restrictions, reservations, covenants, conditions, easements, rights-of-way, maintenance charges/assessments and/or liens securing same, mineral leases and royalty and mineral conveyances now outstanding and of record and prescriptive rights, whether of record or not; all presently recorded and validly

existing instruments, other than conveyances of the surface fee estate, if any in Nueces County, Texas, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor unless not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Grantee agrees to provide drainage easement, width and location to be determined, if needed to the Grantor's remaining property. Grantee also agrees to provide 30' drainage easement through the natural drainage ditch to property owner to the west.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

{signature page to follow}

CYPRESS POINT CAPITAL, LLC

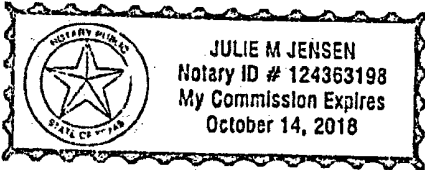
[Handwritten Signature]

By: GEORGE SHAHEEN, Managing Member

STATE OF TEXAS)

COUNTY OF NUECES)

This instrument was acknowledged before me on MAY 20, 2016, by GEORGE SHAHEEN, Managing Member of CYPRESS POINT CAPITAL, LLC.



[Handwritten Signature]

Notary Public, State of Texas

My commission expires: 10/14/18

AGREED AND ACCEPTED TO BY GRANTEE:

GTHH DEVELOPMENT, LLC

[Handwritten Signature]
By: HADI MOSTAGHASI, Manager

PREPARED IN THE OFFICE OF:

ANDERSON2X, PLLC
819 N. Upper Broadway
Corpus Christi, Texas 78401

AFTER RECORDING RETURN TO:

Bay Area Title Services, LLC
5926 S. Staples, Suite A
Corpus Christi, Texas 78413

GF# 08163446 JJ

MURRAY BASS, JR., P.E., R.P.L.S.
NIXON M. WELSH, P.E., R.P.L.S.
www.bass-welsh.com

3054 S. ALAMEDA, ZIP 78404
361 882-5521 ~ FAX 361 882-1265
e-mail: murrayjr@aol.com
e-mail: nixmw@aol.com

BASS & WELSH ENGINEERING
Engineering Firm Reg. No. F-52
Surveying Firm Reg. No. 100027-00
P.O. Box 6397
Corpus Christi, TX 78466-6397

December 29, 2015
15074-M&B-136.019.doc

STATE OF TEXAS §

COUNTY OF NUECES §

Description of a 136.019 acre tract of land, more or less, a portion of a 479.363 acre tract described by deed recorded at Document No. 2002012121, Official Records of Nueces County, Texas and is also a portion of the south half of Section 30 and the north half of Section 33, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of said county, said 136.019 acre tract of land as further described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for the southeast corner of a 122.560 acre tract described by deed recorded at Document No. 2015038326, said official records, said beginning point for the southwest corner of the tract herein described;

THENCE along the east boundary line of said 122.560 acre tract N00°48'35"W 5210.06' to a 5/8" iron rod found for the northwest corner of the tract herein described and northeast corner of said 122.560 acre tract and being in the south right-of-way line of South Staples Street (FM 2444);

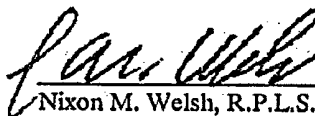
THENCE along said south right-of-way line of South Staples Street, being along a line 50.00' south of and parallel to the boundary between the north and south halves of said Section 30, the original center line of said South Staples Street, N89°11'20" E 460.00' to a 5/8" iron rod set for the easternmost north corner of the tract herein described, said easternmost north corner of the tract herein described bears S89°11'20"W 3461.78' as measured along said original center line of South Staples Street and S00°48'35"E 50.00' from a 5/8" iron rod found at the intersection of said original center line of South Staples Street and the center line of County Road 41;

THENCE S00°48'35"E 1000.00' to a 5/8" iron rod set for interior north central corner of the tract herein described;

THENCE N89°11'20"E 838.08' to a 5/8" iron rod set for the easternmost north corner or northeast corner of the tract herein described;

THENCE S00°48'35"E 4210.05' to a 5/8" iron rod set in the north right-of-way line of County Road 18, a 40' wide road, for the southeast corner of the tract herein described, said southeast corner bears N00°50'00"W 20.00' and S89°11'20"W 1300.23' from a 5/8" iron rod found for the southeast corner of said 479.363 acre tract and southwest corner of a 157.000 acre tract described by deed recorded at Document No. 2012025925, said official public records;

THENCE along said north right-of-way line of County Road 18, being along a line 20' north of and parallel to the center line of County Road 18 (the boundary between the north and south halves of said Section 33), S89°11'20"W 1298.08' to the POINT OF BEGINNING.


Nixon M. Welsh, R.P.L.S.

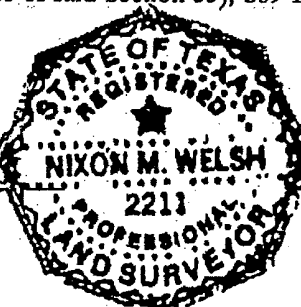


EXHIBIT "A"

Doc# 2016025037
Pages 5
06/20/2016 3:19PM
e-Filed & e-Recorded in the
Official Public Records of
NUECES COUNTY
KARA SANDS
COUNTY CLERK
Fees \$27.00

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

STATE OF TEXAS
COUNTY OF NUECES
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED IN FILE NUMBER SEQUENCE ON THE DATE AND
AT THE TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE OFFICIAL PUBLIC
RECORDS OF NUECES COUNTY TEXAS



Kara Sands
COUNTY CLERK
NUECES COUNTY, TEXAS