SANITARY SEWER CONNECTION AGREEMENT

STATE OF TEXAS   **§**

COUNTY OF NUECES   **§**

   THIS AGREEMENT is entered into between the City of Corpus Christi, a Texas Home-Rule Municipal Corporation, P. O. Box 9277, Corpus Christi, Texas 78469-9277, hereinafter called "City" and Mohammed Rezaei, 5534 Marblewing Drive, Corpus Christi, TX 78414, hereinafter called "Developer/Owner."

   WHEREAS, Developer/Owner in compliance with the Unified Development Code, hereinafter called UDC, has submitted the plat for Wedgewood Terrace Unit 3, hereinafter called "Development," **(Exhibit 1)**; and,

   WHEREAS, wastewater construction plans and construction are normally a requirement of the plat; and

   WHEREAS, the Development Services Engineer has determined that sanitary sewer is not reasonably available or of sufficient capacity; and

   WHEREAS, it has been determined that the area will not likely be served by the City wastewater services within the next fifteen (15) years; and

NOW THEREFORE, for the consideration set forth hereinafter, the City and Developer/Owner agree as follows:

1. The Developer/Owner of the lot agrees for itself, its successors, transferees, and assigns, as follows:

   a. To connect to City sewer within 12 months of the installation of a wastewater manhole at the frontage of the property or the installation of a collection line along the frontage of the property.

   b. To pay wastewater acreage fees at the rate in effect at the time of connection if wastewater services are available within fifteen (15) years from the recording date of the plat.

   c. To pay applicable pro-rata and tap fees at the rate in effect at the time of connection to City wastewater.

   d. To subdivide the lot no further than what is shown on the plat attached as **Exhibit 1**; further subdivision of the lot voids this agreement.

Developer/Owner's liability pursuant to this Agreement as to each lot shall cease upon Developer/Owner's conveyance of the lot to a third party purchaser provided that Developer/Owner conditions each conveyance with the requirement that the subsequent owner of each lot is bound to comply with Developer/Owner's obligations hereunder. Developer/Owner shall incorporate the substantive terms of this Agreement in the Deed Restrictions, and such inclusion in the Deed restrictions shall constitute compliance with this paragraph.

2. City agrees:

   a.   To allow the property to use wastewater treatment as approved by the City/County Health Department in compliance with State and local regulations.

   b.   To allow the Developer/Owner to record the plat and not require wastewater line construction.

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 OWNER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT OR TO PROVIDE CITY WASTEWATER SERVICE TO WEDGEWOOD TERRACE UNIT 3, 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 OF TO WEDGEWOOD TERRACE UNIT 3, 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.

4. The agreement and covenant herein are covenants running with the land, and must be filed in the Office of the Nueces County Clerk Office, and shall be binding on Developer/Owner, its successors and assigns, and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns and to third party beneficiaries from and after the date of execution.

5. Agreement and terms of this agreement will terminate upon connection to City wastewater and payment of appropriate fees.

EXECUTED this _____ day of _____, 2015.

DEVELOPER/OWNER:

Mohammed Rezaei
5534 Marblewing Drive
Corpus Christi, TX 78414

_____
Mohammed Rezaei

STATE OF TEXAS   §
COUNTY OF NUECES   §

This instrument was signed by Mohammed Rezaei and acknowledged before me on

this _____, day of _____, 2015.

_____
Notary Public, State of Texas

CITY OF CORPUS CHRISTI:

_____
Daniel M. Grimsbo, P.E.
Director, Development Services Department

STATE OF TEXAS   **§**
COUNTY OF NUECES   **§**

This instrument was signed by Daniel M. Grimsbo, P.E., Director, Development Services Department, for the City of Corpus Christi, Texas, and acknowledged before me on this the _____ day of _____, 2015.

_____
Notary Public, State of Texas

APPROVED AS TO FORM ONLY this _____ day of _____, 2015.

By: _____
      Julian Grant
      Senior Assistant City Attorney
      For City Attorney

      AGREEMENT becomes effective and binding from and after the date that the original copy has been executed by all parties.
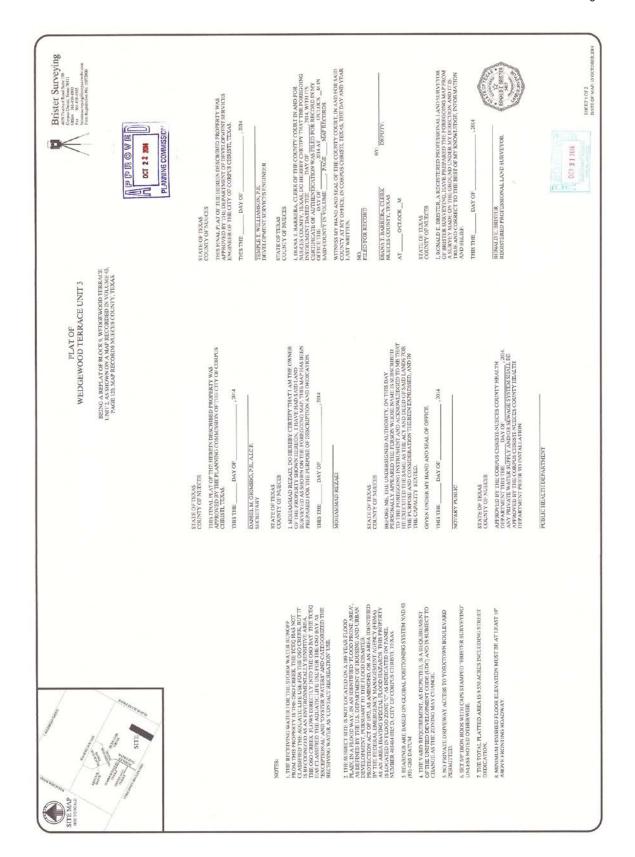
PLAT OF
WEDGEWOOD TERRACE UNIT 3

BEING A REPLAT OF BLOCK 9, WEDGEWOOD TERRACE UNIT 2, AS SHOWN ON A MAP RECORDED IN VOLUME 43, PAGE 12A, MAP RECORDS NUECES COUNTY, TEXAS.

Brister Surveying

EXHIBIT 1

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