

ORDINANCE

EXEMPTING WEDGEWOOD TERRACE UNIT 3, NORTH OF YORKTOWN BOULEVARD AND WEST OF FLOUR BLUFF DRIVE, FROM THE PAYMENT OF WASTEWATER LOT/ACREAGE FEES PURSUANT TO SECTION 8.5.2.G.1. OF THE UNIFIED DEVELOPMENT CODE; REQUIRING THE OWNER/DEVELOPER TO COMPLY WITH THE SPECIFIED CONDITIONS.

WHEREAS, Wedgewood Terrace Unit 3 (Subdivision) is located north of Yorktown Boulevard and west of Flour Bluff Drive and is not currently served by the City wastewater system;

WHEREAS, the owner/developer has submitted a written request that the Subdivision be exempt from the payment of wastewater lot and acreage fees based on the determination that it is not likely that the area will be served by the City wastewater system within the next fifteen (15) years;

WHEREAS, based on Section 8.5.2.G.1. of the Unified Development Code of the City of Corpus Christi, City Staff and the Planning Commission recommend that City Council find that it is not likely that the area will be served by the City wastewater system within the next fifteen (15) years and that the subdivision be exempt from the payment of wastewater lot and acreage fees at this time.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:

SECTION 1. It is determined that Wedgewood Terrace Unit 3 (Subdivision) is located north of Yorktown Boulevard and west of Flour Bluff Drive, is not likely to be served by City wastewater service within the next fifteen (15) years and is exempt from the payment of wastewater lot and acreage fees at this time, pursuant to Section 8.5.2.G.1. of the Unified Development Code of the City of Corpus Christi,

SECTION 2. The exemption from the payment of wastewater lot and acreage fees, pursuant to Section 8.5.2.G.1. of the Unified Development Code of the City of Corpus Christi, is conditioned upon owner/developer compliance with the following:

- 1) That the owner/developer of the Subdivision enter into a Sanitary Sewer Connection Agreement with conditions (copy of Agreement attached as Exhibit "A").
- 2) That the Sanitary Sewer Connection Agreement requires payment of the wastewater lot or acreage, pro-rata and tap fees at the rate in effect at the time of connection to City wastewater.

3) That the Sanitary Sewer Connection Agreement be recorded in the Office of the Nueces County Clerk's Office prior to the recordation of the plat.

4) That the Sanitary Sewer Connection Agreement and covenants contained in the agreement are covenants running with the land.

The foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2015, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

The foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2015, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Chad Magill	_____	Mark Scott	_____
Colleen McIntyre	_____	Carolyn Vaughn	_____
Lillian Riojas	_____		

PASSED AND APPROVED this the _____ day of _____, 2015

ATTEST:

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

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 8, WEDGEWOOD TERRACE UNIT 3, AS SHOWN ON A MAP RECORDED IN VOLUME 45, PAGE 12A, MAP RECORDS NUECES COUNTY, TEXAS.

NOTES:

- THE RECEIVING WATER FOR THE SEWER WATER IS UNKOWN FROM THIS PROPERTY IS THE ORO CREEK. THE TCCO HAS NOT CLASSIFIED THE AQUATIC LIFE USE FOR THE ORO CREEK, BUT IT IS RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE TCCO HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE ORO RAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
- THE SUBJECT SITE IS NOT LOCATED ON A 100-YEAR FLOOD ZONE MAP AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, PURSUANT TO THE FLOOD DISASTER PROTECTION ACT OF 1973, AS AMENDED, OR AN AREA DESIGNATED AS AN AREA HAVING SPECIAL FLOOD HAZARDS. THIS PROPERTY IS LOCATED IN FLOOD ZONE "C" AS INDICATED ON PANEL NUMBER 85464 01E D, CITY OF CORPUS CHRISTI, TEXAS (69) (208 DATTM).
- HEARINGS ARE BASED ON GLOBAL POSITIONING SYSTEM NAV 4S.
- THE YARD REQUIREMENT, AS DEPICTED, IS A REQUIREMENT OF THE UNITED DEVELOPMENT CODE (UDC) AND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
- NO PRIVATE DRIVEWAY ACCESS TO YORKTOWN BOULEVARD PERMITTED.
- SET 5/4' IRON RODS WITH CAPS STAMPED "BRISTER SURVEYING UNLESS NOTED OTHERWISE.
- THE TOTAL PLATTED AREA IS 9.589 ACRES INCLUDING STREET DEDICATION.
- MINIMUM FINISHED FLOOR ELEVATION MUST BE AT LEAST 1/8' ABOVE FINISHING ROADWAY.

STATE OF TEXAS
 COUNTY OF NUECES

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

THIS THE _____ DAY OF _____, 2014

DANIEL M. GRIMSBY, P.E., A.L.C.E.
 SECRETARY

STATE OF TEXAS
 COUNTY OF NUECES

I, MOHAMMAD REZAELI, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE HEREIN DESCRIBED PROPERTY AND THAT THIS MAP HAS BEEN PREPARED FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

THIS THE _____ DAY OF _____, 2014

MOHAMMAD REZAELI

STATE OF TEXAS
 COUNTY OF NUECES

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY _____, 2014, _____, KNOWN TO ME TO BE THE SAME AS THE PERSON WHO APPEARED TO ME THAT HE EXERCISED THE SAME AS THE ACT AND DULLED OF SAID LANDS FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS THE _____ DAY OF _____, 2014

NOTARY PUBLIC

STATE OF TEXAS
 COUNTY OF NUECES

APPROVED BY THE CORPUS CHRISTI-NUECES COUNTY HEALTH DEPARTMENT PRIOR TO INSTALLATION

PUBLIC HEALTH DEPARTMENT

STATE OF TEXAS
 COUNTY OF NUECES

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

THIS THE _____ DAY OF _____, 2014

TEMPLE T. WILLIAMSON, P.E.
 DEVELOPMENT SERVICES ENGINEER R

STATE OF TEXAS
 COUNTY OF NUECES

I, BRISA T. BARBERA, CLERK OF THE COUNTY COURT IN AND FOR NUECES COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE _____ DAY OF _____, 2014, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN VOLUME _____ OF THE _____ MAP RECORDS _____ IN SAID COUNTY IN VOLUME _____, PAGE _____.

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

NO. _____

FILED FOR RECORD

BRISA T. BARBERA, CLERK
 NUECES COUNTY, TEXAS

AT _____ O'CLOCK _____ M

BY _____ DEPUTY

STATE OF TEXAS
 COUNTY OF NUECES

I, RONALD E. BRISTER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF BRISTER SURVEYING, HAVE PREPARED THE FOREGOING MAP FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND IT IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

THIS THE _____ DAY OF _____, 2014

RONALD E. BRISTER
 REGISTERED PROFESSIONAL LAND SURVEYOR

APPROVED
 OCT 22 2014
 PLANNING COMMISSION

SHEET 1 OF 2
 DATE OF MAP: 15 OCTOBER 2014



EXHIBIT 1

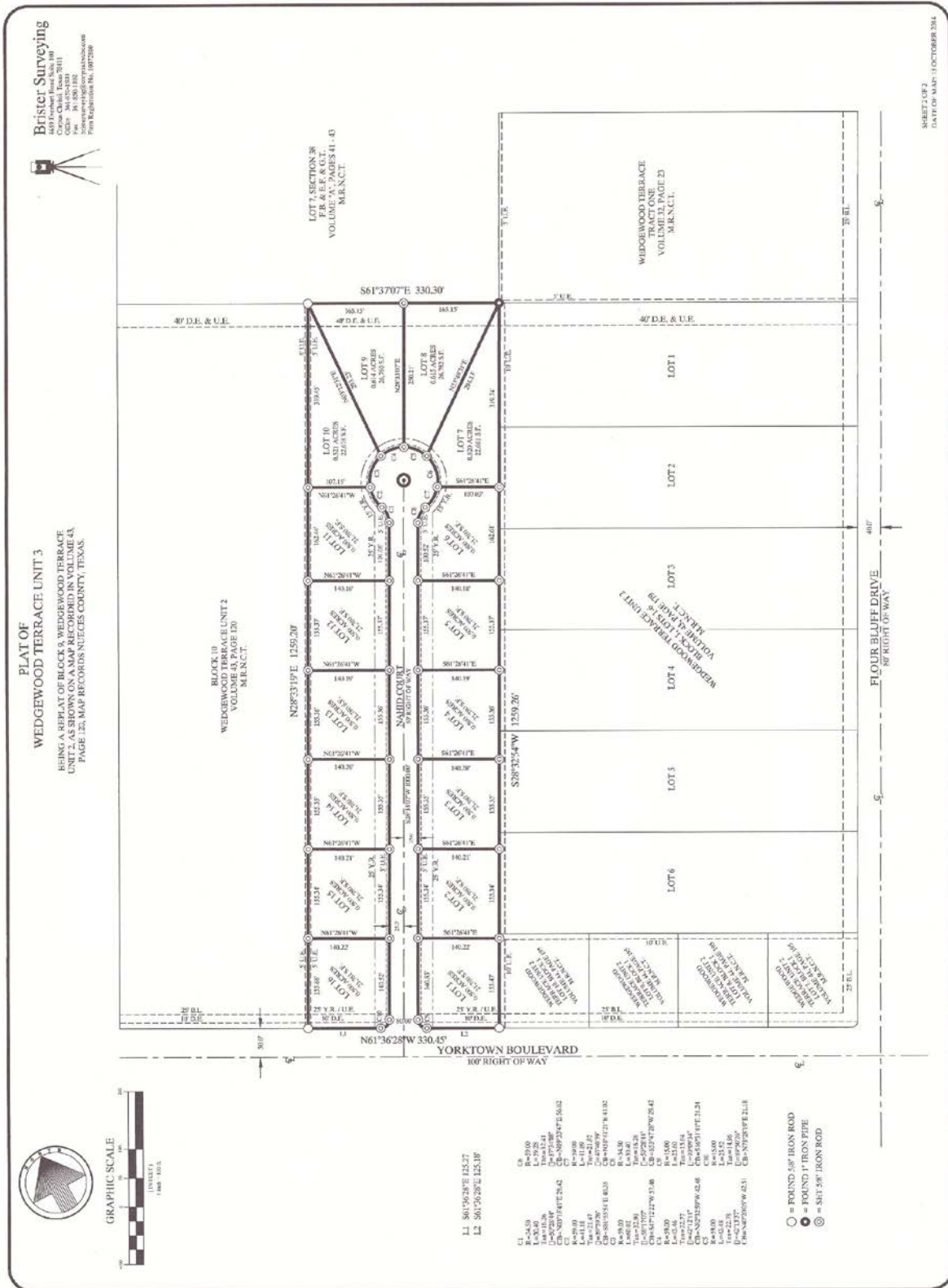


EXHIBIT 1