

Ordinance annexing and rezoning land owned by Anil C. and Vandana A. Patel for the Padma Estates subdivision, a 19.2-acre tract located along the north side of FM 2444, east of CR 43, and west of CR 41 (Gilead Rd) per owner petition; approving the related service plan; adding the annexed area to City Council District 5; and rezoning the 19.2 acres from the “FR” Farm Rural District to the “RS-22” Single-Family 22 District; providing for a penalty not to exceed \$2,000 and publication.

WHEREAS, Texas Local Government Code §43.003 and City Charter of the City of Corpus Christi, Texas, Article 1, Sec. 1 authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, offers of development agreements have been made pursuant to Texas Local Government Code §43.016;

WHEREAS, June 4, 2024, the landowners, Anil C. Patel and Vandana A. Patel, signed a petition requesting annexation of 19.2027 acres of land described as the west ½ of the northeast ¼ of Section 30, Laureles Farm Tracts (Tax ID 4250-0030-0152) for the proposed Padma Estates subdivision (“Subject Property”);

WHEREAS, the City Council finds that Corpus Christi City Charter Article X, Section 2 authorizes the City Manager to execute a Municipal Service Plan Agreement with the owners of land in the area for the provision of services in the area to be annexed, and the City negotiated and entered into a Municipal Service Plan Agreement with the owner of land in the area for the provision of services in the area to be annexed;

WHEREAS, a public hearing was held by the City Council, during City Council meetings held in the Council Chambers at City Hall in the City of Corpus Christi, Texas, following the publication of notice of the hearing in a newspaper of general circulation in Corpus Christi and on the City’s website, for the consideration of annexation proceedings and the service plan for the defined land and territory, during which all persons interested in the annexations were allowed to appear and be heard;

WHEREAS, the City Council finds that the territory now proposed to be annexed lies wholly within the extraterritorial jurisdiction of the City of Corpus Christi, and abuts and is contiguous and adjacent to the City of Corpus Christi;

WHEREAS, the City Council finds that the territory now proposed to be annexed constitutes lands and territories subject to annexation as provided by the City Charter of the City of Corpus Christi and the laws of the State of Texas;

WHEREAS, the City Council finds that it would be advantageous to the City and to its citizens and in the public interest to annex the lands and territory hereinafter described.

WHEREAS, the area being annexed has no residence and is contiguous to City Council District 5;

WHEREAS, the landowners have requested rezoning that is concurrent with the annexation process for the Subject Property;

WHEREAS, with proper notice to the public, a public hearing was held regarding the rezoning during a meeting of the Planning Commission, during which all interested persons were allowed to appear and be heard;

WHEREAS, the Planning Commission has forwarded to the City Council its final report and recommendation regarding the application for an amendment to the City of Corpus Christi Unified Development Code (“UDC”) and corresponding UDC Zoning Map;

WHEREAS, the City Council finds that this zoning will promote the best and most orderly development of the property affected thereby, and to be affected thereby, in the City of Corpus Christi.

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

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. A 19.2027-acre tract of land described by metes and bounds in **Exhibit A** and illustrated in **Exhibit B**, generally along the north side of FM 2444, east of CR 43, and west of CR 41 (Gilead Rd), is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi.

SECTION 3. The Municipal Service Plan attached to this ordinance as **Exhibit C** is approved. The service plan provides for the same number of services and levels of service for the annexed area and to the same extent that such services are in existence in the area annexed immediately preceding the date of annexation or that are otherwise available in other parts of the city with land uses and population densities similar to those contemplated or projected in the area annexed.

SECTION 4. The Unified Development Code (“UDC”) and corresponding UDC Zoning Map of the City of Corpus Christi, Texas, are amended by changing the zoning on 19.2027 acres, as described in **Exhibit “A”** and shown in **Exhibit “B,”** from the **"FR" Farm Rural District** to the **“RS-22” Single-Family 22 District**.

SECTION 5. The UDC and corresponding UDC Zoning Map of the City, made effective July 1, 2011, and as amended from time to time, except as changed by this ordinance, both remain in full force and effect including the penalties for violations as made and provided for in Article 10 of the UDC.

SECTION 6. To the extent this amendment to the UDC represents a deviation from the City’s Comprehensive Plan, the Comprehensive Plan is amended to conform to the UDC, as it is amended by this ordinance.

SECTION 7. All ordinances or parts of ordinances specifically pertaining to the zoning of the subject property that are in conflict with this ordinance are hereby expressly superseded.

SECTION 8. A violation of this ordinance, or requirements implemented under this ordinance, constitutes an offense punishable by a fine not to exceed \$2,000.00 for each offense; as provided in Article 1, Section 1.10.1 of the UDC, Article 10 of the UDC, and/or Section 1-6 of the Corpus Christi Code of Ordinances.

SECTION 9. The official map and boundaries of the City and its extraterritorial jurisdiction, previously added and amended are amended to include the territories described in this ordinance as part of the City of Corpus Christi, Texas.

SECTION 10. The City Manager or his designee is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory annexed as required by law.

SECTION 11. If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of the ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

SECTION 12. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Nueces County, Texas.

SECTION 13. The boundary of the existing Single-Member Council District #5 for the City of Corpus Christi is hereby amended to add the areas annexed described by **Exhibit A** and illustrated in **Exhibit B**.

SECTION 14. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi.

Introduced and voted on the _____ day of _____, 2025.

PASSED and APPROVED on the _____ day of _____ ATTEST: _____, 2025.

Paulette Guajardo, Mayor

Rebecca Huerta, City Secretary

Exhibit A

STATE OF TEXAS
NUECES COUNTY

19.2027 ACRES

EXHIBIT "A"

Field Note Description for **19.2027 acres (836,467.8 square feet)**, out of called 20.808 acres out of the west one half (1/2) of the northeast one quarter (1/4) of Section 30, Laureles Farm Tracts, as recorded in Volume 3, Page 15, Map Records Nueces County, Texas, Official Public Records Nueces County, Texas (O.P.R.N.C.T.), the said **19.2027 acres (836,467.8 square feet)**, being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation (TXDOT) Monument found on the existing north Right-of-Way (R.O.W.) of Farm to Market (F.M.) 2444, (110 foot R.O.W.), as conveyed to the State of Texas in Volume 578, Page 287, Deed Records Nueces County, Texas (D.R.N.C.T.), same point being on the common boundary of the west one half (1/2) of the northeast one quarter (1/4) of the said Section 30 and the east one half (1/2) of the northeast one quarter (1/4) of the said Section 30, for the southwest corner of a called 77.577 acre tract, as conveyed to Nueces Real Estate Partnership in Document No. 2004037243, O.P.R.N.C.T., for the southeast corner and the **"POINT OF BEGINNING"** of the herein described 19.2027 acre tract;

THENCE South 89°11'38" West, along and with the common boundary of the existing north R.O.W. of the said F.M. 2444, also known as Staples Street, and the herein described 19.2027 acres, at 90.42 feet passing a TXDOT Monument found, in all a distance of 879.73 feet to a TXDOT Monument found for the northeast corner of a called 0.809 acre tract, as conveyed to the State of Texas in Document No. 2014024608, O.P.R.N.C.T., same point being the southeast corner of a called 66.49 acres, as conveyed to Mostaghasi Investment Trust in Document No. 2023015900, O.P.R.N.C.T., for the southwest corner of the herein described 19.2027 acre tract;

THENCE North 00°51'21" West, along and with the common boundary of called 66.49 acres (Mostaghasi Investment Trust tract), and the herein described 19.2027 acres, a distance of 950.48 feet to a 5/8 inch iron rod with red plastic cap stamped "URBAN ENGINEERING", found for an internal corner of the called 66.49 acres (Mostaghasi Investments Trust tract), for the northwest corner of the herein described 19.2027 acre tract;

THENCE North 89°10'04" East, along and with the common boundary of called 66.49 acres (Mostaghasi Investment Trust tract), and the herein described 19.2027 acres, a distance of 880.00 feet to a 5/8 inch iron rod with red plastic cap stamped "URBAN ENGINEERING", found on the west boundary of the called 77.577 acres (Nueces Real Estate tract), for the northeast corner of the herein described 19.2027 acre tract;

THENCE South 00°50'22" East, along and with the common boundary of the called 77.577 acres (Nueces Real Estate tract) and the herein described 19.2027 acres, a distance of 950.88 feet, to the **"POINT OF BEGINNING"** and containing within these metes & bounds **19.2027 acres (836,467.8 square feet)** of land, more or less. (All bearings are based on The Texas State Plane Coordinate System, South Zone 4205, NAD 83).

I hereby certify that the foregoing legal description was prepared from survey performed on the ground under my supervision and it correctly represents the facts found at the time of the survey.


Xavier Sandoval
Registered Professional Land Surveyor
License No. 5886 State of Texas



Exhibit B

MOSTAGHASI INVESTMENT TRUST
 CALLED 66.49 ACRES,
 DOC.NO. 2023015900,
 O.P.R.N.C.T.

5/8" IRF
 URBAN CAP

N 89°10'04" E 880.00'

5/8" IRF
 URBAN CAP

ANIL C. & VANDANDA PATEL,
 CALLED 1.0 ACRES,
 DOC.NO. 20121009406
 O.P.R.N.C.T.

MOSTAGHASI INVESTMENT TRUST
 CALLED 66.49 ACRES,
 DOC.NO. 2023015900,
 O.P.R.N.C.T.

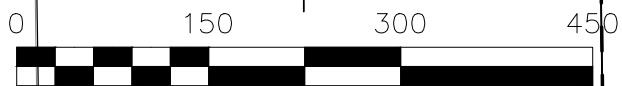
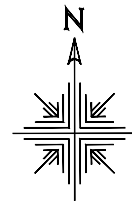
N 00°51'21" W 950.48'

19.2027 ACRES
 836,467.5 SQ. FEET

ANIL C & VANDANDA A PATEL, CALLED 1.8 ACRES,
 OUT OF W/2 OF NE/4, SEC. 30, DOC. NO.
 20121009406, O.P.R.N.C.T.

NUECES REAL ESTATE
 PARTNERSHIP LP,
 CALLED 77.577 ACRES,
 DOC.NO. 2004037243,
 O.P.R.N.C.T.

S 00°50'22" E 950.88'



TXDOT MON.

S 89°11'38" W 879.73'

TXDOT MON. 90.42'

"POINT OF BEGINNING"

TXDOT MON.

STATE OF TEXAS,
 CALLED 0.809 ACRES,
 DOC.NO. 2014024608, O.P.R.N.C.T.

NUECES COUNTY,
 VOL. 578, PG. 287, D.R.N.C.T.
 FM 2444 (S. STAPLES ST.)
 (110' TXDOT RIGHT-OF-WAY)

NOTES:

- GRID BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, SOUTH ZONE 4205.
- O.P.R.N.C.T. = OFFICIAL PUBLIC RECORDS NUECES COUNTY, TEXAS.
- M.R.N.C.T. = MAP RECORDS NUECES COUNTY, TEXAS.
- D.R.N.C.T. = DEED RECORDS NUECES COUNTY TEXAS.
- PL = DENOTES PROPERTY LINE.
- IRF = IRON ROD FOUND & TYPE.
- PROPERTY CORNERS NOTED.
- THE SUBJECT PROPERTY HAS ACCESS TO & FROM A PUBLIC ROADWAY.
- THERE ARE NO VISIBLE ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN.
- THERE MAY BE EXISTING UTILITIES & PIPELINES NOT SHOWN ON PLAT. USE THE TEXAS ONECALL SYSTEM TO LOCATE PIPELINES BEFORE PERFORMING EXCAVATIONS ON THIS PROPERTY (HTTP://TEXAS811.ORG/).
- UNLESS OTHERWISE NOTED, AN EXAMINATION OF THE ABSTRACT OF TITLE WAS NOT PERFORMED BY THE SIGNING SURVEYOR TO DETERMINE WHICH INSTRUMENTS, IF ANY, ARE AFFECTING THIS PROPERTY.
- THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF CURRENT PARTIES, AND CONTAINS THE ORIGINAL SIGNATURE IN BLUE INK. NO EXPRESSED OR IMPLIED LICENSE HAS BEEN CREATED TO COPY THIS SURVEY EXHIBIT, EXCEPT AS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, AND IS LIMITED TO SIX (6) MONTHS FROM THE DATE OF THIS SURVEY.
- ALL RIGHTS RESERVED © UCC1-308, 2024.



Xavier Sandoval
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 5886, STATE OF TEXAS

I, XAVIER SANDOVAL, REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ON THE GROUND SURVEY, PERFORMED UNDER MY SUPERVISION THIS THE 24TH DAY OF SEPTEMBER, 2024.

SURVEY OF 9.2027 ACRES (836,467.5 SQ. FEET), AS CONVEYED TO ANIL C & VANDANDA A PATEL, W/2 OF NE/4, SEC. 30, DOC. NO. 20121009406, O.P.R.N.C.T.		
DRAWN BY: XDS	DATE: 06/xx/2024	SURVEYING & MAPPING SERVICES
APPROVED: SDS	DATE: 06/xx/2024	
SCALE: 1" = 150'	PROJECT NO.: 24-1004	Xavier D Sandoval SURVEYOR, 210.718.7189 xaviersandoval@gmail.com 320 S. WALNUT AVE, NEW BRAUNFELS, TX 78130

Exhibit C

MUNICIPAL SERVICE PLAN AGREEMENT

FOR A 19.2027 ACRE TRACT OF LAND, OUT OF CALLED 20.808 ACRES OUT OF THE WEST ONE HALF OF THE NORTHEAST ONE QUARTER OF SECTION 30, LAURELES FARM TRACTS.

This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City"), and Anil C. Patel and Vandana A. Patel ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the Landowner has requested that the City consider annexation of a tract of land totaling approximately 19.2027 acres of land situated in Nueces County, Texas, as specifically described and attached as **Exhibit A** and survey in **Exhibit B** ("Subject Property"), which is attached hereto and incorporated herein for all purposes;

WHEREAS, the City intends to institute annexation proceedings for the "Subject Property";

WHEREAS, Texas Local Government Code §43.0672 requires a written agreement for the provision of services in the area first be entered into between the City and Landowner of the Subject Property prior to annexation;

WHEREAS, the City and the Landowner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable considerations for the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement;

WHEREAS, the City Council of the City of Corpus Christi, Texas, finds and determines that this Agreement 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 agreement 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.

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Texas Local Government Code Chapter 43, to annex the Subject Property into the City;

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

Section 1. Recitals

The Parties hereto acknowledge and agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part hereof for all purposes.

Section 2. Services to be Provided

The following service list represents the provision of services agreed to between the landowner of the Property and the City establishing a program under which the City will provide municipal services to the Subject Property as required by Texas Local Government Code §43.0672, which will be provided at a level consistent with services levels provided to other similarly situated areas within the City.

a. General Municipal Services.

The following services shall be provided immediately from the effective date of the annexation:

(1) Police Protection:

Services to be Provided: The Corpus Christi Police Department (CCPD) will provide police protection.

(2) Fire Protection:

Services to be Provided: The Corpus Christi Fire Department will provide fire protection and suppression through its existing fire stations.

(3) Emergency Medical Service:

Services to be Provided: The Corpus Christi Fire Department will provide emergency medical services.

(4) Solid Waste Collection:

Services to be Provided: After the effective date of annexation, the City of Corpus Christi will provide solid waste services to single-family residential customers directly or indirectly through a third-party contract.

Commercial garbage collection service for businesses and multi-family residences is available on a subscription basis from private service providers. The City of Corpus Christi will allow commercial refuse collectors to continue providing this service to condominium complexes, multi-family apartments, and commercial and industrial establishments.

(5) Water Service:

Existing Services: Currently, the City of Corpus Christi holds a water certificate of convenience and necessity ("CCN") for the annexation area.

Services to be Provided: The City of Corpus Christi will continue to provide water service to the annexed area. In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the

Subject Property, or applicable portions thereof, by the utility holding a water CCN for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, the extension of water service will be provided in accordance with all the ordinances, regulations, and policies of the City.

(6) Wastewater Service:

Existing Services: Currently, the annexation area lies outside a wastewater certificate of convenience and necessity ("CCN").

Services to be Provided: Absent a wastewater CCN by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, the extension of wastewater service will be provided in accordance with all the ordinances, regulations, and policies of the City. When areas are not reasonably accessible to a public wastewater facility of sufficient capacity as determined by adopted City wastewater standards, individual aerobic system or individual wastewater treatment plant will be utilized in accordance with all the ordinances, regulations, and policies of the City.

(7) Operation and Maintenance of Water and Wastewater Facilities that are not Within the Service Area of Another Water or Wastewater Utility:

Water and wastewater service will be provided in accordance with the Corpus Christi Unified Development Code, Utility Department Policies, and engineering standards 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. The current water line mains at their existing locations shall be available for point-of-use extension based upon the current City's standard water extension policies now existing or as may be amended.

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

(8) Operation and Maintenance of Roads and Streets, including Street Lighting:

The City will maintain public streets over which the City has jurisdiction. 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. Lighting of public roads, streets and alleyways shall be

maintained by the applicable utility company servicing the City unless the lighting facility has been dedicated to the public, in which case the City will be the operator.

(9) Operation and Maintenance of Parks, Playgrounds and Swimming Pools:

Currently, there are no public recreational facilities in the annexation area including parks, playgrounds, or swimming pools. Any park that may be under the responsibility of the County will be maintained by the City only upon the dedication of the park by the County to the City and acceptance of the park by the City Council. If the City acquires any parks, playgrounds, or swimming pools within the annexation area, an appropriate City department will provide maintenance services.

(10) Operation and Maintenance of any other Publicly-Owned Facility, Building, or Service:

Currently, there are no such other publicly owned facilities, buildings, or services identified. If the City acquires any publicly owned facilities, buildings, or services within the annexation area, an appropriate City department will provide maintenance services.

(11) Planning and Zoning Services:

Existing Services: Subdivision planning services currently provided when plats are submitted for City review.

Services to be Provided: The City will impose and enforce zoning, subdivision development, site development and building code regulations with the Annexed Area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards. The use of land in a legal manner may continue in accordance with Texas Local Government Code §43.002.

(12) Other Municipal Services:

City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Excluding gas and electric services, other City services including Animal Control, Code Enforcement, Municipal Court, and General Administration services will also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

b. Capital Improvements.

No additional capital improvements are necessary at this time to service the Subject Property in the same manner as similarly situated properties. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the

ordinances in effect at the time of development or redevelopment. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as may be amended.

(1) Water and Wastewater Facilities: Water and Wastewater infrastructure and improvements will be constructed by the Landowner or Landowner's developer according to the Corpus Christi Unified Development Code, City's Water and Wastewater standards, and City's master plans, as may be amended.

(2) Roads and Streets: Road and street infrastructure and improvements will be constructed by the Landowner or Landowner's developer according to the Corpus Christi Unified Development Code, City's design standards, and City's master plans, as may be amended.

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 related facilities, such as traffic control devices, within the City limits will be governed by the City's standard policies and procedures.

(3) Street Lighting: Street lighting in new and existing subdivisions will be installed and maintained in accordance with the applicable standard policies and procedures.

Section 3. Schedule of Services

In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Agreement and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.

Section 4. Level of Service

Nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

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.

Section 5. Vested Rights Claims.

This Agreement is not a permit for the purposes of Texas Local Government Code Chapter 245.

Section 6. Effective Term

The term of this Agreement (the "Term") is ten (10) years from the Effective Date. This agreement is effective upon execution by the City.

Section 7. Force Majeure

In case of an emergency, such as force majeure as that term is defined in this Agreement, 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 Agreement 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 Agreement.

Section 8. Legal Construction.

If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceable provision will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings on this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

Section 9. Amendment and Modifications.

This Agreement may be amended or modified only in a written instrument that is executed by both the City and the landowner or landowners after it has been authorized by the City Council.

Section 10. Effect of Future Laws.

No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 11. 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 12. Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Section 13. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

Section 14. Binding Effect/Authority

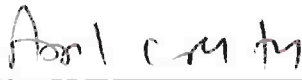
This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each party further warrants that each signatory to this agreement is legally authorized to bind the respective individual or entity for the purpose established herein.

CITY OF CORPUS CHRISTI


By: 
Peter Zanoni,
City Manager

Date: 1-8-25

LANDOWNER

By: 
Anil C. Patel

Date: 1/7/25


By: Vandana A. Patel

Date: 1/7/25

APPROVED AS TO FORM:


By:  1-8-25
Buck Brice
Deputy City Attorney
For the City Attorney

Exhibit A

STATE OF TEXAS
NUECES COUNTY

19.2027 ACRES

EXHIBIT "A"

Field Note Description for **19.2027 acres (836,467.8 square feet)**, out of called 20.808 acres out of the west one half (1/2) of the northeast one quarter (1/4) of Section 30, Laureles Farm Tracts, as recorded in Volume 3, Page 15, Map Records Nueces County, Texas, Official Public Records Nueces County, Texas (O.P.R.N.C.T.), the said **19.2027 acres (836,467.8 square feet)**, being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation (TXDOT) Monument found on the existing north Right-of-Way (R.O.W.) of Farm to Market (F.M.) 2444, (110 foot R.O.W.), as conveyed to the State of Texas in Volume 578, Page 287, Deed Records Nueces County, Texas (D.R.N.C.T.), same point being on the common boundary of the west one half (1/2) of the northeast one quarter (1/4) of the said Section 30 and the east one half (1/2) of the northeast one quarter (1/4) of the said Section 30, for the southwest corner of a called 77.577 acre tract, as conveyed to Nueces Real Estate Partnership in Document No. 2004037243, O.P.R.N.C.T., for the southeast corner and the **"POINT OF BEGINNING"** of the herein described 19.2027 acre tract;

THENCE South 89°11'38" West, along and with the common boundary of the existing north R.O.W. of the said F.M. 2444, also known as Staples Street, and the herein described 19.2027 acres, at 90.42 feet passing a TXDOT Monument found, in all a distance of 879.73 feet to a TXDOT Monument found for the northeast corner of a called 0.809 acre tract, as conveyed to the State of Texas in Document No. 2014024608, O.P.R.N.C.T., same point being the southeast corner of a called 66.49 acres, as conveyed to Mostaghani Investment Trust in Document No. 2023015900, O.P.R.N.C.T., for the southwest corner of the herein described 19.2027 acre tract;

THENCE North 00°51'21" West, along and with the common boundary of called 66.49 acres (Mostaghani Investment Trust tract), and the herein described 19.2027 acres, a distance of 950.48 feet to a 5/8 inch iron rod with red plastic cap stamped "URBAN ENGINEERING", found for an internal corner of the called 66.49 acres (Mostaghani Investments Trust tract), for the northwest corner of the herein described 19.2027 acre tract;

THENCE North 89°10'04" East, along and with the common boundary of called 66.49 acres (Mostaghani Investment Trust tract), and the herein described 19.2027 acres, a distance of 880.00 feet to a 5/8 inch iron rod with red plastic cap stamped "URBAN ENGINEERING", found on the west boundary of the called 77.577 acres (Nueces Real Estate tract), for the northeast corner of the herein described 19.2027 acre tract;

THENCE South 00°50'22" East, along and with the common boundary of the called 77.577 acres (Nueces Real Estate tract) and the herein described 19.2027 acres, a distance of 950.88 feet, to the **"POINT OF BEGINNING"** and containing within these metes & bounds **19.2027 acres (836,467.8 square feet)** of land, more or less. (All bearings are based on The Texas State Plane Coordinate System, South Zone 4205, NAD 83).

I hereby certify that the foregoing legal description was prepared from survey performed on the ground under my supervision and it correctly represents the facts found at the time of the survey.


Xavier Sandoval
Registered Professional Land Surveyor
License No. 5886 State of Texas



