

**One-reading ordinance annexing a 19.41-acre section of County Road (CR) 22 located between CR 51 and CR 43; annexing 84.368 acres of land per owner petition near the southwest corner of CR 22 and CR 49 and rezoning 82.89 of the 84.368 acres from the “FR” Farm Rural District to the “RS-22” Single-Family 22 District; annexing 80.00 acres of land per owner petition at the southwest corner of CR 22 and CR 49 and rezoning the 80.00 acres from the “FR” Farm Rural District to the “RS-15” Single-Family 15 District; providing for a penalty not to exceed \$2,000 and publication; and approving related service plans.**

**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**, Nueces County has petitioned the City requesting annexation of county right-of-way for sections of County Roads pursuant to Texas Local Government Code §43.1055;

**WHEREAS**, the City Council directed its Planning Department to prepare a service plan that provides for the extension of full municipal services to the County right-of-way for sections of County Road (CR) 22 proposed to be annexed, and the service plan was made available for public inspection, including on the City’s website and made available for public discussion at public hearings on November 14, 2023;

**WHEREAS**, on November 14, 2023, after proper notice, two public hearings were held by the City Council during City Council meetings held in the second floor Board Room (Room 210) of the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, following the publication of notice of the hearings 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 lands and territory, during which all persons interested in the annexations were allowed to appear and be heard;

**WHEREAS**, March 27, 2023, LM & JM Investments LLC, landowner, signed a petition requesting annexation of 84.368 acres for the proposed London Ranch Estates subdivision;

**WHEREAS**, June 27, 2023, Superior H & H Development LLC, landowner, signed a petition requesting annexation by area landowners of 80.00 acres for the proposed Charlotte Estates subdivision;

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

**WHEREAS**, written notice has been sent to the Texas Department of

Transportation for annexation of a section of State Highway 286 that intersects with CR 22 pursuant to Texas Local Government Code §43.1056;

**WHEREAS**, the City Council finds that CR 22 is contiguous and runs parallel to the municipality's boundaries, and is contiguous to the area being annexed under Annexation of Area on Request of Owners (London Ranch Estates and Charlotte Estates Heights subdivisions);

**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 the attached **Exhibits C, F and I** Municipal Service Plan Agreements with the owners of land in the area for the provision of services in the area to be annexed;

**WHEREAS**, on December 12, 2023, a public hearing was held by the City Council, during City Council meetings held in the second floor Board Room (Room 210) of the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, following the publication of notice of the hearings in a newspaper of general circulation in Corpus Christi and on the City's website, for the consideration of annexation proceedings and the service plans for the defined lands and territory, during which all persons interested in the annexations were allowed to appear and be heard;

**WHEREAS**, written notice of the proposed annexation has been provided to each public school district and public entity that provides service located in the area;

**WHEREAS**, 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**, 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; and

**WHEREAS**, 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.

**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.** County right-of-way for a section of County Road (CR) 22, being

approximately 19.41 acres as described by metes and bounds in **Exhibit A** and illustrated in **Exhibit B**, generally located south of FM 43 between CR 51 and CR 43 is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi. **Exhibits A & B** are incorporated into and made a part of this ordinance.

**SECTION 3.** The Municipal Service Plan for County right-of-way for a section of County Road 22, attached to this ordinance as **Exhibit C**, is approved. **Exhibit C** is incorporated into and made a part of this ordinance. 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.** That an 84.368-acre tract of land, more or less, described by metes and bounds in **Exhibit D** and illustrated in **Exhibit E**, generally located near the southwest corner of CR 22 and CR 49, is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi. **Exhibits D & E** are incorporated into and made a part of this ordinance.

**SECTION 5.** The Municipal Service Plan attached to this ordinance as **Exhibit F** is approved. **Exhibit F** is incorporated into and made a part of this ordinance. 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 6** That an 80.00-acre tract of land, more or less, described by metes and bounds in **Exhibit G** and illustrated in **Exhibit H**, generally located near the southwest corner of CR 22 and CR 49, is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi **Exhibits G & H** are incorporated into and made a part of this ordinance.

**SECTION 7.** The Municipal Service Plan attached to this ordinance as **Exhibit I** is approved. **Exhibit I** is incorporated into and made a part of this ordinance. 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 8.** The owners and inhabitants of the tracts or parcels of land annexed by this ordinance are entitled to all the rights, privileges, and burdens of other citizens and property owners of the City of Corpus Christi, and are subject to and bound by the City Charter of the City of Corpus Christi, and the ordinances, resolutions, motions, laws,

rules and regulations of the City of Corpus Christi and to all intents and purposes as the present owners and inhabitants of the City of Corpus Christi are subject.

**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 with the County Clerk of Nueces County, Texas, a certified copy of this ordinance.

**SECTION 13.** The Unified Development Code (“UDC”) and corresponding UDC Zoning Map of the City of Corpus Christi, Texas, are amended by changing the zoning on the subject property being 82.89 acres out of Section 11, Laureles Farm Tracts, as described in **Exhibit “J”** and shown in **Exhibit “K”**,

from the **“FR” Farm Rural District** to the **“RS-22” Single-Family 22 District**.

**SECTION 14.** The UDC and corresponding UDC Zoning Map of the City of Corpus Christi, Texas, is amended by changing the zoning on the subject property being 80.00 acres out of Section 11, Laureles Farm Tracts, as described in **Exhibit “G”** and shown in **Exhibit “H”**,

from the **“FR” Farm Rural District** to the **“RS-15” Single-Family 15 District**.

**SECTION 15.** 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 16.** 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 17.** 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 18.** 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 19.** 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.

**SECTION 20.** This ordinance is effective immediately upon passage.

**SECTION 21.** This section constitutes a written request by the mayor or majority of the members of the Council for this ordinance to be passed finally on the date of introduction due to emergency. The City Council finds and declares an emergency due to the need for immediate action necessary for the efficient and effective administration of City affairs; and suspends the City Charter rule that requires consideration of and voting upon ordinances at two regular meetings so that this ordinance is passed and takes effect upon first reading as an emergency measure.

PASSED and APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Paulette Guajardo, Mayor

\_\_\_\_\_  
Rebecca Huerta, City Secretary

## **Exhibit A**

### **Metes & Bounds Description for County Road (CR) 22 from CR 51 to CR 43**

An approximately 19.41-acre tract of land, more or less, out of Laureles Farm Tracts, recorded in Volume 3 Page 15 of the Map Records, Nueces County, Texas, as depicted in the accompanying map and more particularly described as follows:

BEGINNING at a point at the intersection of the east right-of-way line of County Road (CR) 51 and the north right-of-way line of CR 22, for the northwest corner of the tract,

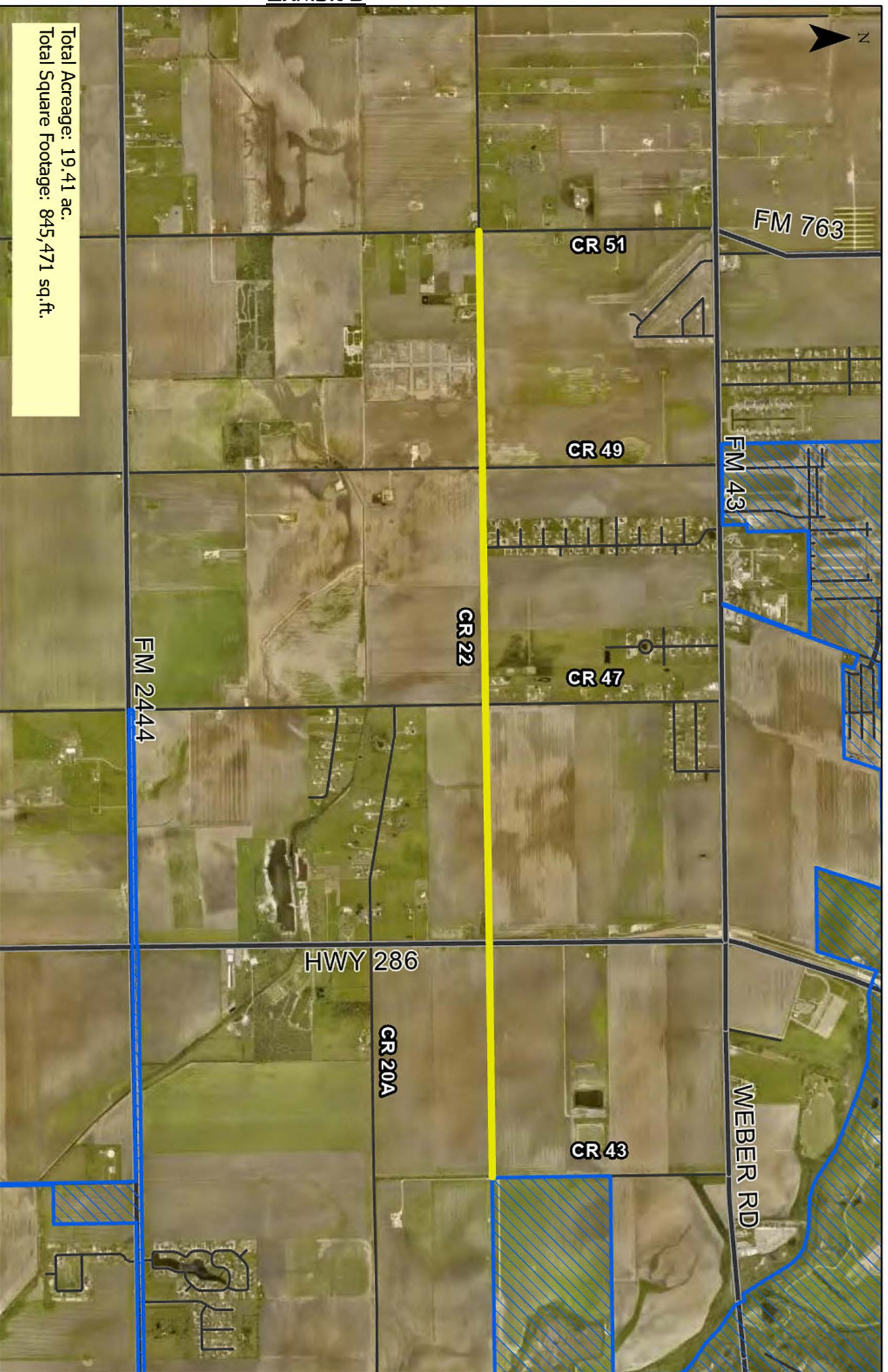
THENCE east along the north right-of-way line of CR 22 to the intersection of the west right-of-way line of CR 43;

THENCE south along the west right-of-way line of CR 43 to the intersection of the south right-of-way line of CR 22;

THENCE west along the south right-of-way line of CR 22 to the east right-of-way line of CR 51;

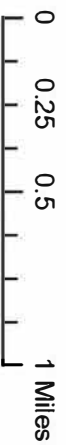
THENCE north along the east right-of-way line of CR 51 to the north right-of-way line of CR 22, the POINT OF BEGINNING.

# Exhibit B



Proposed Annexation

City Limits



# Exhibit A Accompanying Map

City of Corpus Christi

MUNICIPAL SERVICE PLAN  
FOR COUNTY ROAD 22

**Introduction**

This Service 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 a portion of County Road 22 as depicted in the attached Metes and Bounds (EXHIBIT A) and annexation area map (EXHIBIT B).

**a. Service to be provided pursuant to Texas Local Government Code 43.056(b)**

**(1) Police Protection:**

*Services to be Provided:* The Corpus Christi Police Department (CCPD) will provide police protection within the City Limits.

**(2) Fire Protection:**

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

**(3) Emergency Medical Service:**

*Services to be Provided:* The Corpus Christi Fire Department will provide emergency medical services within the City Limits.

**(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 within the City Limits, 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) 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 within the City Limits 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.

**6) Operation and Maintenance of Roads, Streets, and Rights of Ways:**

The City will maintain public streets and roads 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. Future road and street infrastructure and improvements will be constructed by the platting landowners or landowners' developers according to the Corpus Christi Unified Development Code, the City's design standards, and the City's master plans, as may be amended.

**(7) 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.

**(8) 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.

**b. Services to be provided pursuant to Texas Local Government Code 43.056(C)**

**(1) Water Service:**

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

*Services to be Provided:* 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.

**(2) 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 systems or individual wastewater treatment plants will be utilized in accordance with all the ordinances, regulations, and policies of the City.

**(3) Planning and Zoning Services:**

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

*Services to be Provided:* Planning and zoning services will be provided by the City. The use of land in a legal manner may continue in accordance with Texas Local Government Code §43.002.

**(4) Other Municipal Services:**

Excluding gas and electric services, all other City Departments with jurisdiction in the area will provide services within the City Limits according to City policy and procedure.

**c. Capital improvement program pursuant to Texas Local Government Code 43.056(e)**

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) Police Protection:** No capital improvements are necessary at this time to provide police services.

**(2) Fire Protection:** No capital improvements are necessary at this time to provide fire services.

**(3) Emergency Medical Service:** No capital improvements are necessary at this time to provide emergency medical services.

**(4) Solid Waste Collection:** No capital improvements are necessary at this time to provide solid waste collection services.

**(5) Water and Wastewater Facilities:** No additional capital improvements are necessary at this time to provide water or wastewater services.

**(6) Parks, Playgrounds, and Swimming Pools.** No capital improvements are necessary at this time to provide services.

**(7) Other Publicly Owned Facilities, Buildings, or 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 other City services.

**(8) 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 and Three-Year Capital Budget program.

**d. Effective Term pursuant to Texas Local Government Code 43.056(l)**

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.

**e. Special Findings**

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.

**f. 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.

**g. 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.

## **h. Level of Service**

Nothing in this plan 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.

## **EXHIBIT A**

### **Metes & Bounds Description for County Road (CR) 22 from CR 51 to CR 43**

An approximately 19.41-acre tract of land, more or less, out of Laureles Farm Tracts, recorded in Volume 3 Page 15 of the Map Records, Nueces County, Texas, as depicted in the accompanying map and more particularly described as follows:

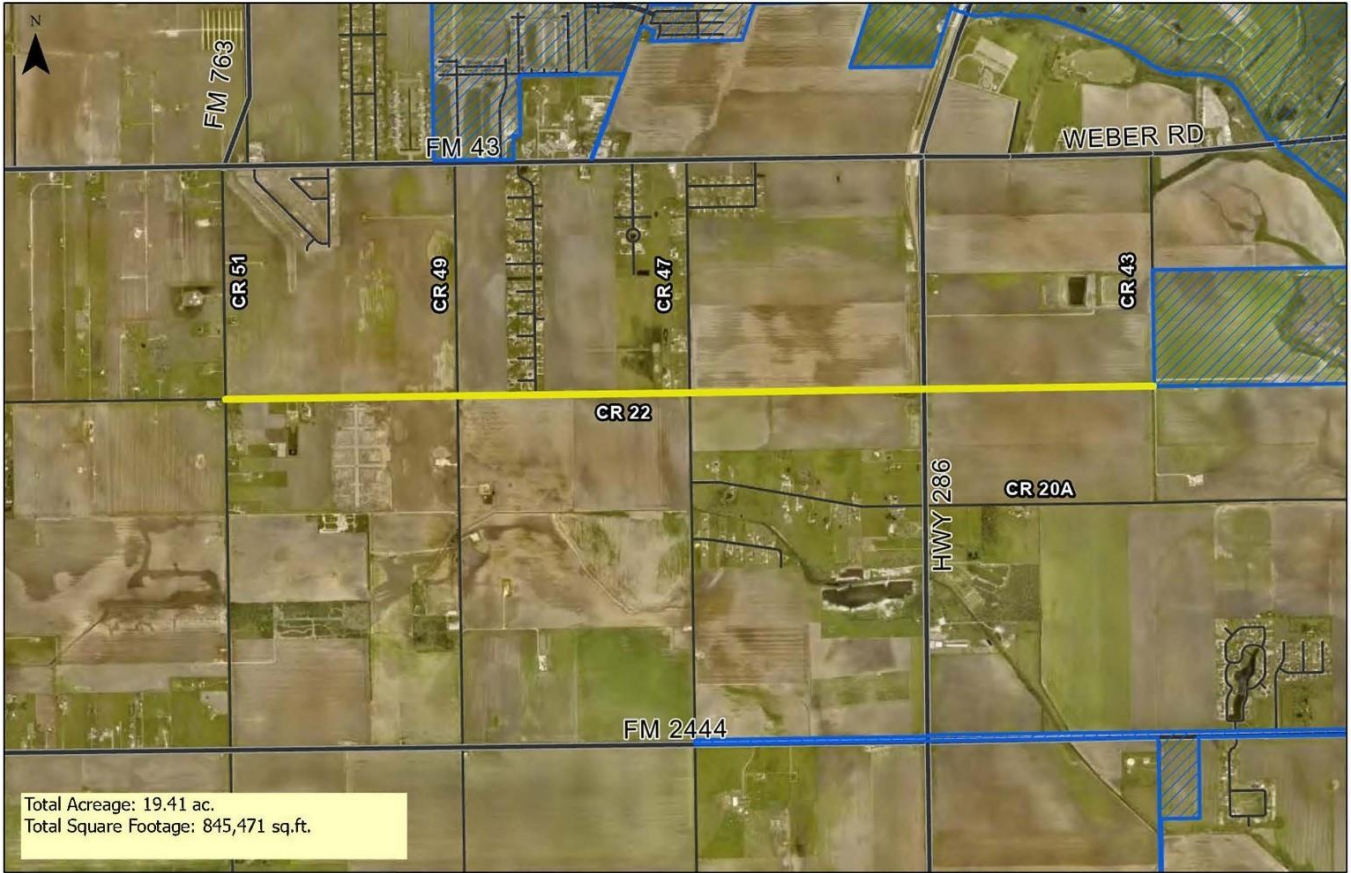
**BEGINNING** at a point at the intersection of the east right-of-way line of County Road (CR) 51 and the north right-of-way line of CR 22, for the northwest corner of the tract,


**THENCE** east along the north right-of-way line of CR 22 to the intersection of the west right-of-way line of CR 43;


**THENCE** south along the west right-of-way line of CR 43 to the intersection of the south right-of-way line of CR 22;

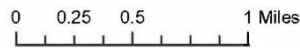
**THENCE** west along the south right-of-way line of CR 22 to the east right-of-way line of CR 51;

**THENCE** north along the east right-of-way line of CR 51 to the north right-of-way line of CR 22, the **POINT OF BEGINNING**.



 Proposed Annexation

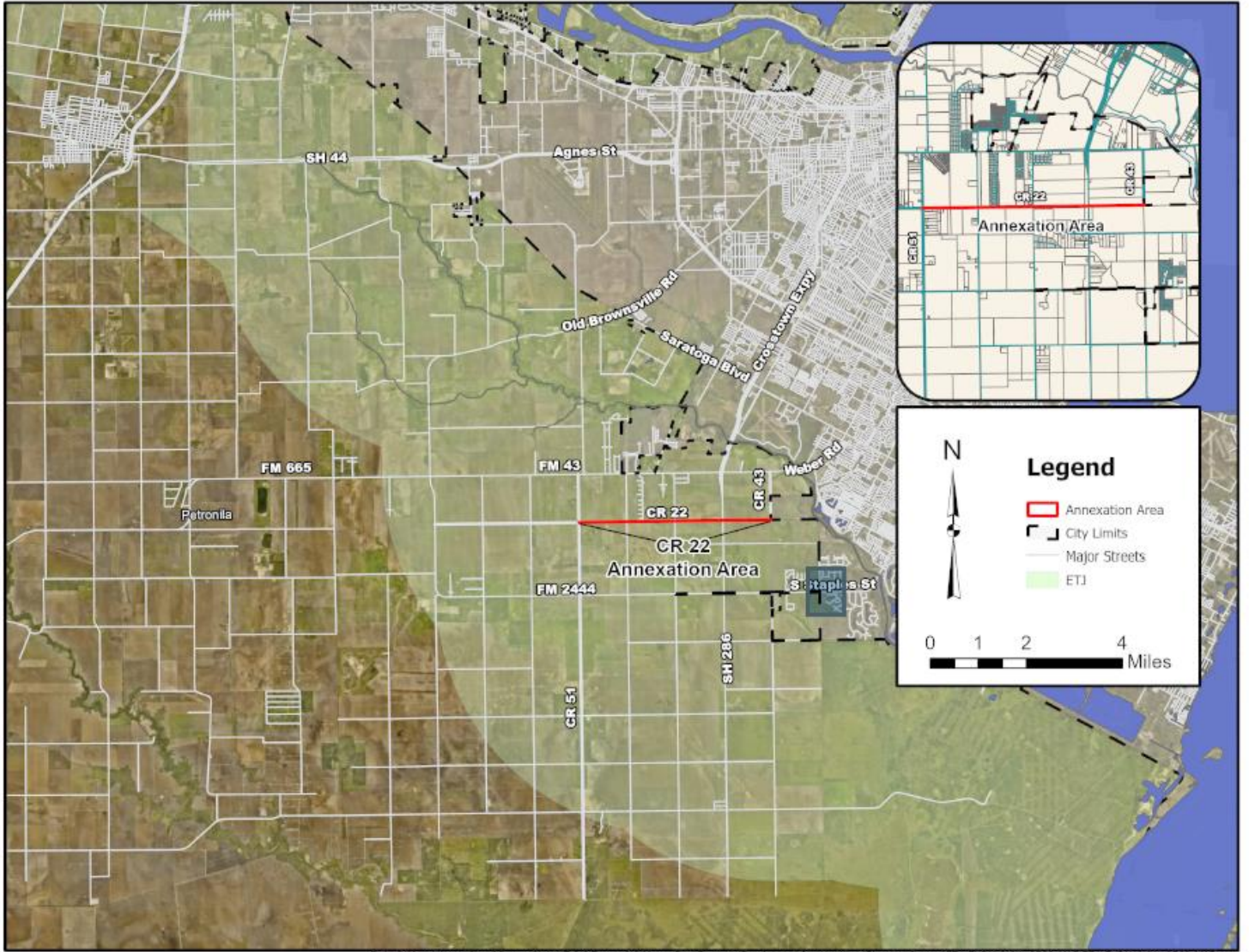
 City Limits



**Exhibit A**  
 Accompanying Map  
 City of Corpus Christi

/ITGIS/Team/Documents/DevelopmentServices/Maps/Planning\_General

# Exhibit B



Path: C:\Users\kavaron\City of Corpus Christi\GIS Team - GIS Map of Data Requests\Development Services\Mapa\Planning\_General\ETJ\_EXPANSION\_CR22\_MAP\ETJ\_EXPANSION\_CR22\_MAP.aprx

**EXHIBIT D**

**DESCRIPTION OF AN  
84.368-ACRE TRACT PROPOSED ANNEXATION**

STATE OF TEXAS §

COUNTY OF NUECES §

Being an 84.368-acre tract of land, and being part of Section 11, of the Laureles Farm Tract, a subdivision recorded in Volume 3, Page 15 of the Map Records of Nueces County, Texas, also being in the Rincon De Corpus Christi Grant, Abstract No. 411, Nueces County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at a cotton spindle found in the centerline of the right-of-way of County Road 22, said cotton spindle being in the south line of a called 306.704-acre tract of land conveyed to Corpus Christi Island Apartment Villas Management Group, LLC, by deed recorded as Document No. 2022034325 of the Official Records of Nueces County, Texas,

THENCE South 0°50'10" East, for a distance of 20.00 feet, more or less, to a point in the south right-of-way line of the 40.00 foot wide County Road No. 22 right-of-way for the POINT OF BEGINNING of the herein described tract,

THENCE with the east line of the herein described tract, same being the west boundary line of that called 80.00-acre tract of land conveyed to Superior H&H Development, LLC as recorded in Document Number 2021-010174 in the Official Public Records of Nueces County, Texas South 0°50'10" East, for a distance of 2600.87 feet, more or less, to a point in the north right-of-way line of a 40.00 foot wide public right-of-way called County Road No. 22A;

THENCE with the north right-of-way line of County Road No. 22A and the south line of the herein described tract South 89°14'41" West, for a distance of 1,414.36 feet, more or less, to a found 5/8 inch iron rod with a cap marked "BRISTER" in the east boundary line of a called 40.00-acre tract of land conveyed to Melissa Flores, as recorded in Document No. 2005039814 in the Official Public Records of Nueces County, Texas, said point also being the southwest corner of the herein described tract;

THENCE with the east boundary line of said 40.00-acre tract and the west boundary line of the herein described tract, North 0°50'09" West for a distance of 2,596.46 feet, more or less, to a point in the south right-of-way line of aforementioned County Road No. 22, said point being the northwest corner of the herein described tract;

THENCE with the south right-of-way line of said County Road No. 22, same being the north boundary line of the herein described tract North 89°10'38" East, for a distance of 1,414.34 feet to the POINT OF BEGINNING, containing in total 84.368-acre of land, more or less.

This survey description is based on a survey made under my supervision in February 2023. It is true and correct to the best of my knowledge and belief. Bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, NAD 83.

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John D. Mercer, RPLS  
john.mercer@lynngroup.com  
Texas No. 1924  
Surveyor Firm No. 10116600  
Date: November 30, 2023  
Job No. 37003



# EXHIBIT E

## PROPOSED ANNEXATION OF LONDON RANCH ESTATES 84.368-ACRE TRACT OF LAND

MPM DEVELOPMENT, L.P.  
DOCUMENT NO. 202022145  
O.P.R.N.C.  
312.90-ACRES

COPRUS CHRISTI ISLAND APARTMENT  
VILLAS MANAGEMENT GROUP, LLC  
DOCUMENT NO. 2022034325  
O.P.R.N.C.  
306.704-ACRES



THE BOUNDARY SURVEY AS SHOWN HEREON IS  
BASED ON A SURVEY MADE ON THE GROUND  
UNDER MY SUPERVISION IN FEBRUARY OF 2023  
AND IT IS TRUE AND CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF. BEARINGS ARE  
BASED ON THE TEXAS STATE PLANE COORDINATE  
SYSTEM, SOUTH ZONE, NAD 83.

JOHN D. MERCER, R.P.L.S., NO. 1924

C.R. 51

JOHNNY FERNANDEZ, ET AL  
DOCUMENT NO. 2010045395  
O.P.R.N.C. 10.10-ACRES

CL LEHMAN ENTERPRISES, LLC.  
DOCUMENT NO. 2010016415  
O.P.R.N.C.  
356.985-ACRES

MELISSA FLORES  
DOCUMENT NO. 2005039814  
O.P.R.N.C. 10.15-ACRES

MELISSA FLORES  
DOCUMENT NO. 2005039814  
O.P.R.N.C.  
40.00-ACRES

N 0°50'09" W 2596.46'

LM & JM INVESTMENTS, LLC  
DOCUMENT NO. 2020044490  
O.P.R.N.C.  
84.368-ACRES  
LONDON RANCH ESTATES  
SUBDIVISION

HOUSTON PIPE LINE COMPANY  
DOCUMENT NO. 916681  
O.P.R.N.C. 13.315-ACRES

FND. 5/8 I.R.  
W/ CAP MARKED "BRISTER"

S 89°21'22" W 1414.36'

JULIUS J. ZDANSKY  
DOCUMENT NO. C-43688-2  
W.P.R.N.C.  
89.9-ACRES

SUPERIOR H & H  
DEVELOPMENT, LLC.  
DOCUMENT NO. 2021010174  
O.P.R.N.C.  
80.00-ACRES

S 0°50'10" E 2600.87'

POINT OF BEGINNING

C.R. 22

40.00'

FND. COTTON SPINDLE  
BEARS N 0°50'10" W 20.00'  
MORE OR LESS

N 89°10'38" E 1414.34'

FND. COTTON SPINDLE  
BEARS N 0°50'09" W 20.00'

1	1
37003	

JOHN D. MERCER & ASSOCIATES  
CONSULTING ENGINEERS  
TEXAS REGISTERED ENGINEERING FIRM F-324



118 EAST MAIN STREET  
EDNA, TX 77957  
361-782-7121

# EXHIBIT F

## MUNICIPAL SERVICE PLAN AGREEMENT

FOR A 84.368 ACRE TRACT OF LAND, AND BEING PART OF SECTIONS 2, 3, 4, 10 AND 11, OF THE LAURELES FARM TRACT, A SUBDIVISION RECORDED IN VOLUME 3, PAGE 15 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS

This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City"), and LM&JM Investments, LLC ("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 84.368 acres of land situated in Nueces County, Texas, as specifically described attached as Exhibit "A" ("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 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 be 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**

**LANDOWNER**


By:   
Peter Zanolli,  
City Manager

By:   
Linda Mikulencak, Managing Member/Owner  
LM&JM Investments, LLC

Date: 12/1/23

Date: 11/29/23

**APPROVED AS TO FORM:**

By:   
Buck Brice  
Deputy City Attorney  
for the City Attorney



# EXHIBIT A METES AND BOUNDS

## DESCRIPTION OF A

### 84.368-ACRE TRACT PROPOSED ANNEXATION

STATE OF TEXAS §

COUNTY OF NUECES §

Being an 84.368-acre tract of land, and being part of Section 11, of the Laureles Farm Tract, a subdivision recorded in Volume 3, Page 15 of the Map Records of Nueces County, Texas, also being in the Rincon De Corpus Christi Grant, Abstract No. 411, Nueces County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at a cotton spindle found in the centerline of the right-of-way of County Road 22, said cotton spindle being in the south line of a called 306.704-acre tract of land conveyed to Corpus Christi Island Apartment Villas Management Group, LLC, by deed recorded as Document No. 2022034325 of the Official Records of Nueces County, Texas,

THENCE South 0°50'10" East, for a distance of 20.00 feet, more or less, to a point in the south right-of-way line of the 40.00 foot wide County Road No. 22 right-of-way for the POINT OF BEGINNING of the herein described tract,


THENCE with the east line of the herein described tract, same being the west boundary line of that called 80.00-acre tract of land conveyed to Superior H&H Development, LLC as recorded in Document Number 2021-010174 in the Official Public Records of Nueces County, Texas South 0°50'10" East, for a distance of 2600.87 feet, more or less, to a point in the north right-of-way line of a 40.00 foot wide public right-of-way called County Road No. 22A;


THENCE with the north right-of-way line of County Road No. 22A and the south line of the herein described tract South 89°14'41" West, for a distance of 1,414.36 feet, more or less, to a found 5/8 inch iron rod with a cap marked "BRISTER" in the east boundary line of a called 40.00-acre tract of land conveyed to Melissa Flores, as recorded in Document No. 2005039814 in the Official Public Records of Nueces County, Texas, said point also being the southwest corner of the herein described tract,

THENCE with the east boundary line of said 40.00-acre tract and the west boundary line of the herein described tract, North 0°50'09" West for a distance of 2,596.46 feet, more or less, to a point in the south right-of-way line of aforementioned County Road No. 22, said point being the northwest corner of the herein described tract,

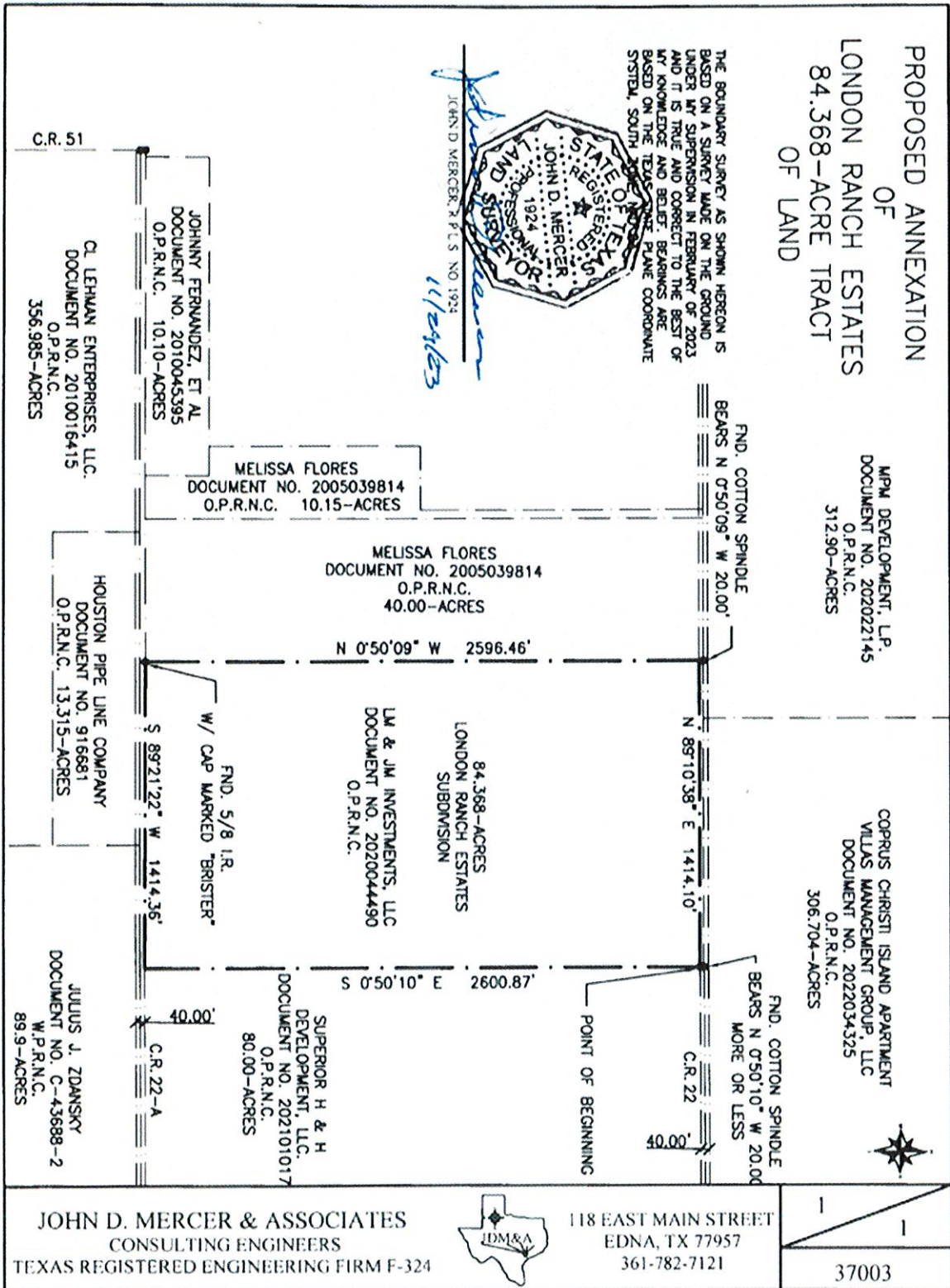
THENCE with the south right-of-way line of said County Road No. 22, same being the north boundary line of the herein described tract North 89°10'38" East, for a distance of 1,414.10 feet to the POINT OF BEGINNING, containing in total 84.368-acre of land, more or less.

This survey description is based on a survey made under my supervision in February 2023. It is true and correct to the best of my knowledge and belief. Bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, NAD 83.

  
John D. Mercer, RPLS  
john.mercer@lynngroup.com  
Texas No. 1924  
Surveyor Firm No. 10116600  
Date: November 29, 2023  
Job No. 37003



# Exhibit B Map



# EXHIBIT G

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: nixmw1@gmail.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 3, 2020  
20039-M&B.doc

STATE OF TEXAS                   §

COUNTY OF NUECES               §

Description of an 80.000 acre tract of land, more or less, a portion of the northeast quarter, Section 11, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records, Nueces County, Texas, and also being a portion of a 169.367 acre tract of land described by deed recorded at Document No. 2020044490, Official Records of said county, said 80.000 acre tract of land as further described by metes and bounds as follows:

**BEGINNING** at a 5/8" iron rod set at the point of intersection of the west right-of-way line of County Road 49 (a 40' wide right-of-way) and the south right-of-way line of County Road 22 (a 40' wide right-of-way) for the northeast corner of the tract herein described;

THENCE along said west right-of-way line of County Road 49, being along a line 20' west of and parallel to the centerline of County Road 49, the common line between said Section 11 and Section 10, said Laureles Farm Tracts, S00°49'41"E 1019.94' to a 5/8" iron rod found at the point of intersection of said west right-of-way line of County Road 49 and the north boundary line of a 2.165 acre tract of land described by deed recorded at Document No. 2019010191, said official records and Document No. 2020025660, said official records, for central east corner of the tract herein described;

THENCE along said north boundary line of 2.165 acre tract S89°13'28"W 579.91' to a 5/8" iron rod with cap labeled "Frontier Surveying" found for the northwest corner of said 2.165 acre tract and central interior corner of the tract herein described

THENCE along the west boundary line of said 2.165 acre tract, along a portion of the west boundary line of a 4.33 acre tract of land described by deed recorded at Document No. 2016049868, said official records and along the west boundary line of a 3.93 acre tract of land described by deed recorded at Document No. 2016049869, said official records, S00°46'57"E 599.99' to a 5/8" iron rod found for the southwest corner of said 3.93 acre tract and interior central corner of the tract herein described;

THENCE along the south boundary line of said 3.93 acre tract N89°13'27"E 580.39' to a 5/8" iron rod with cap labeled "Frontier Surveying" found in said west right-of-way line of County Road 49 for central easterly corner of the tract herein described;

THENCE S00°49'41"E 980.50' along said west right-of-way line of County Road 49, being along a line 20' west of and parallel to the common boundary line between said Sections 10 and 11 to a 5/8" iron rod with cap labeled "Brister Surveying" found for the southeast corner of the tract herein described;

THENCE S89°11'07"W 1473.82' along the north right-of-way line of a county road right-of-way 40' in width, possibly County Road 20A, being along a line 20' north of and parallel to the common line between the north half of said Section 11 and the south half of said Section 11, to a 5/8" iron rod set for the southwest corner of the tract herein described;

Metes and Bounds Description, 80.000 Acre Tract, December 3, 2020, Continued;

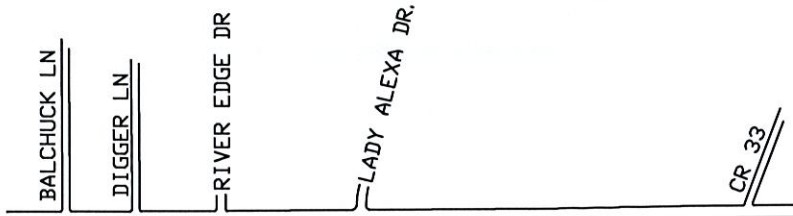
THENCE thru said northeast quarter of Section 11 N00°49'41"W 2600.87' to a point in said south right-of-way line of County Road 22 for the northwest corner of the tract herein described;

THENCE along said south right-of-way line of County Road 22, being along a line 20' south of and parallel to the centerline of County Road 22, being along a line 20' south of and parallel to the common boundary line between said Section 11 and Section 2 of said Laureles Farm Tracts, N89°12'10"E 1473.82' to the **POINT OF BEGINNING**.



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

EXHIBIT H



FM 43 (WEBER RD)

LOXLEY DR

CR 49

CHARLOTTE ESTATES  
80,000 AC

CR 22

N89° 12' 10" E  
1473.82'

S89° 13' 28" W  
579.91'

S00° 49' 41" E  
1019.94'

S00° 46' 57" E  
599.99'

N00° 49' 41" W 2600.87'

N89° 13' 27" E  
580.39'

S00° 49' 41" E  
980.50'

CR 20A

1473.82'  
S89° 11' 07" W

CR 47



SCALE: 1" = 1500'

EXHIBIT "B"  
SKETCH TO ACCOMPANY METES  
AND BOUNDS DESCRIPTION

1" = 1500'

S. STAPLES ST. (FM 2444)

BASS AND WELSH ENGINEERING  
CORPUS CHRISTI, TX  
SURVEY REG. NO. 100027-00,  
TX ENGINEERING REG. NO. F-52,  
FILE: EXB-ANNEX, JOB NO. 20039,  
SCALE: 1" = 1500'  
PLOT SCALE: SAME, PLOT DATE:  
6/14/23, SHEET 1 OF 1

## EXHIBIT I

MUNICIPAL SERVICE PLAN AGREEMENT FOR AN 80.000 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF THE NORTHEAST QUARTER, SECTION 11, LAURELES FARM TRACTS, A MAP RECORDED IN VOLUME 3, PAGE 15, MAP RECORDS, NUECES COUNTY, TEXAS

This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City"), and Superior H & H, LLC ("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 80.00 acres of land situated in Nueces County, Texas, as specifically described in the Metes and Bounds property description attached as Exhibit "A" ("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 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 be 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**

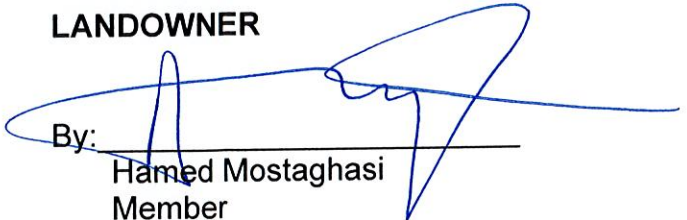
This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each party further warrants that each signatory to this agreement is legally authorized to bind the respective individual or entity for the purpose established herein.

**CITY OF CORPUS CHRISTI**

By:   
Peter Zanoni,  
City Manager  
City of Corpus Christi


Date: 11.28.23

**LANDOWNER**

By:   
Hamed Mostaghassi  
Member  
Superior H & H Development, LLC

Date: November 15/2023

APPROVED AS TO FORM: 11-21-23

By:   
Buck Brice  
Deputy City Attorney  
for the City Attorney

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: nixmw1@gmail.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 3, 2020  
20039-M&B.doc

STATE OF TEXAS §

COUNTY OF NUECES §

Description of an 80.000 acre tract of land, more or less, a portion of the northeast quarter, Section 11, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records, Nueces County, Texas, and also being a portion of a 169.367 acre tract of land described by deed recorded at Document No. 2020044490, Official Records of said county, said 80.000 acre tract of land as further described by metes and bounds as follows:

**BEGINNING** at a 5/8" iron rod set at the point of intersection of the west right-of-way line of County Road 49 (a 40' wide right-of-way) and the south right-of-way line of County Road 22 (a 40' wide right-of-way) for the northeast corner of the tract herein described;

**THENCE** along said west right-of-way line of County Road 49, being along a line 20' west of and parallel to the centerline of County Road 49, the common line between said Section 11 and Section 10, said Laureles Farm Tracts, S00°49'41"E 1019.94' to a 5/8" iron rod found at the point of intersection of said west right-of-way line of County Road 49 and the north boundary line of a 2.165 acre tract of land described by deed recorded at Document No. 2019010191, said official records and Document No. 2020025660, said official records, for central east corner of the tract herein described;

**THENCE** along said north boundary line of 2.165 acre tract S89°13'28"W 579.91' to a 5/8" iron rod with cap labeled "Frontier Surveying" found for the northwest corner of said 2.165 acre tract and central interior corner of the tract herein described

**THENCE** along the west boundary line of said 2.165 acre tract, along a portion of the west boundary line of a 4.33 acre tract of land described by deed recorded at Document No. 2016049868, said official records and along the west boundary line of a 3.93 acre tract of land described by deed recorded at Document No. 2016049869, said official records, S00°46'57"E 599.99' to a 5/8" iron rod found for the southwest corner of said 3.93 acre tract and interior central corner of the tract herein described;

**THENCE** along the south boundary line of said 3.93 acre tract N89°13'27"E 580.39' to a 5/8" iron rod with cap labeled "Frontier Surveying" found in said west right-of-way line of County Road 49 for central easterly corner of the tract herein described;

**THENCE** S00°49'41"E 980.50' along said west right-of-way line of County Road 49, being along a line 20' west of and parallel to the common boundary line between said Sections 10 and 11 to a 5/8" iron rod with cap labeled "Brisler Surveying" found for the southeast corner of the tract herein described;

**THENCE** S89°11'07"W 1473.82' along the north right-of-way line of a county road right-of-way 40' in width, possibly County Road 20A, being along a line 20' north of and parallel to the common line between the north half of said Section 11 and the south half of said Section 11, to a 5/8" iron rod set for the southwest corner of the tract herein described;

**EXHIBIT "A"**  
Page 1 of 2

Metes and Bounds Description, 80.000 Acre Tract, December 3, 2020, Continued;

THENCE thru said northeast quarter of Section 11 N00°49'41"W 2600.87' to a point in said south right-of-way line of County Road 22 for the northwest corner of the tract herein described;

THENCE along said south right-of-way line of County Road 22, being along a line 20' south of and parallel to the centerline of County Road 22, being along a line 20' south of and parallel to the common boundary line between said Section 11 and Section 2 of said Laureles Farm Tracts, N89°12'10"E 1473.82' to the POINT OF BEGINNING.



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

EXHIBIT "A"

Page 2 of 2

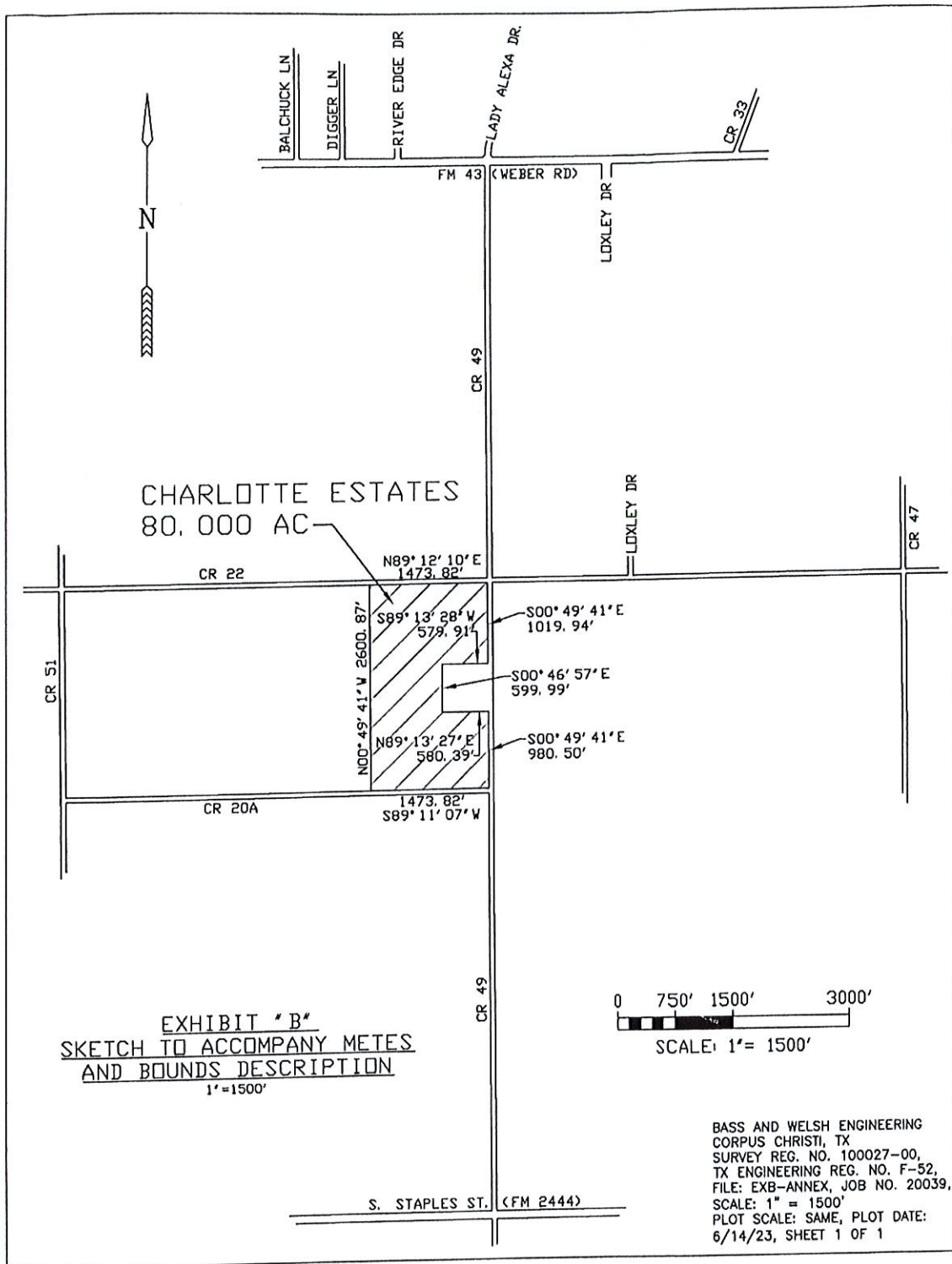


EXHIBIT J

LEGAL DESCRIPTION

82.89-ACRE TRACT PROPOSED REZONING

STATE OF TEXAS §

COUNTY OF NUECES §

Being an 82.89-acre tract of land, and being part of Section 11, of the Laureles Farm Tract, a subdivision recorded in Volume 3, Page 15 of the Map Records of Nueces County, Texas, also being all in the Rincon De Corpus Christi Grant, Abstract No. 411, Nueces County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING from a cotton spindle found in the centerline of the right-of-way of County Road 22, said cotton spindle being in the south line of a called 306.704-acre tract of land conveyed to Corpus Christi Island Apartment Villas Management Group, LLC, by deed recorded as Document No. 2022034325 of the Official Records of Nueces County, Texas,

THENCE South 0°50'10" East, at a distance of 19.04 feet pass a found 5/8-inch iron rod with cap marked "BASS & WELCH" marking the northwest corner of a called 80.00-acre tract of land conveyed to Superior H&H Development, LLC. as recorded in Document No. 2021010174 in the Official Public Records of Nueces County, Texas, and continuing for a total distance of 50.00 feet to a point having State Plane Coordinates: North 17,134,901.707, East 1,310,597.517, said point being the POINT OF BEGINNING and northeast corner of the herein described tract;


THENCE continuing with the west boundary line of the said 80.00-acre tract and the east boundary line of the herein described 82.89-acre tract, South 0°50'10" East for a distance of 2,553.67 feet to a point having State Plane Coordinates: North 17,132,348.309, East 1,310,634.782, said point being in the west boundary line of said 80.00-acre tract and being the southeast corner of the herein described tract;

THENCE with the south boundary line of the herein described 82.89-acre tract, South 89°14'41" West for a distance of 1,414.35 feet to a point having State Plane Coordinates: North 17,132,329.663, East 1,309,220.554 from which a found 5/8 inch iron rod with a cap marked "BRISTER" bears South 0°50'09" East, 13.50 feet, said point being in the east boundary line of a called 40.00-acre tract of land conveyed to Melissa Flores, as recorded in Document No. 2005039814 in the Official Public Records of Nueces County, Texas, said point also being the southwest corner of the herein described tract;

THENCE with the east boundary line of the said 40.00-acre tract and the west boundary line of the herein described 82.89-acre tract, North 0°50'09" West for a distance of 2,552.01 feet to a point having State Plane Coordinates: North 17,134,881.397, East 1,309,183.326 from which a found cotton spindle in the centerline of County Road 22 bears North 0°50'09" West, 50.00 feet, said point being the northwest corner of the herein described tract;

THENCE with the north boundary line of the herein described 82.89-acre tract, North 89°10'38" East for a distance of 1,414.34 feet to the POINT OF BEGINNING, containing in total 82.89-acre of land, more or less.

This survey description is based on a survey made under my supervision in February 2023. It is true and correct to the best of my knowledge and belief. Bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, NAD 83.

  
John D. Mercer, RPLS  
john.mercer@lynngroup.com  
Texas No. 1924  
Surveyor Firm No. 10116600  
Date: August 30, 2023  
Job No. 37003





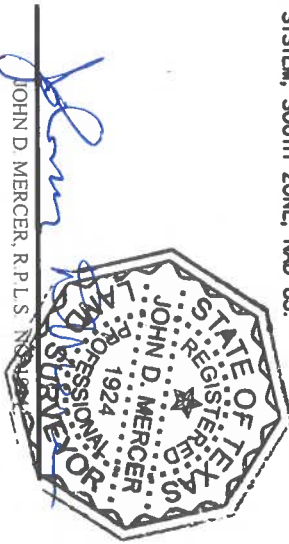
# EXHIBIT K

## PROPOSED REZONING OF LONDON RANCH ESTATES 82.89-ACRE TRACT OF LAND

MPM DEVELOPMENT, L.P.  
DOCUMENT NO. 202022145  
O.P.R.N.C.  
312.90-ACRES

COPRUS CHRISTI ISLAND APARTMENT  
VILLAS MANAGEMENT GROUP, LLC  
DOCUMENT NO. 2022034325  
O.P.R.N.C.  
306.704-ACRES

THE BOUNDARY SURVEY AS SHOWN HEREON IS  
BASED ON A SURVEY MADE ON THE GROUND  
UNDER MY SUPERVISION IN FEBRUARY OF 2023  
AND IT IS TRUE AND CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF. BEARINGS ARE  
BASED ON THE TEXAS STATE PLANE COORDINATE  
SYSTEM, SOUTH ZONE, NAD 83.



JOHN D. MERCER, R.P.L.S. No. 1924

POINT TABLE

POINT (1)	- N: 17134901.707	E: 1310597.517
POINT (2)	- N: 17132348.309	E: 1310634.782
POINT (3)	- N: 17132329.663	E: 1309220.554
POINT (4)	- N: 17134881.397	E: 1309183.326

FND. COTTON SPINDLE  
BEARS N 0°50'09" W 50.00'

FND. COTTON SPINDLE  
BEARS N 0°50'10" W 50.00'

N 89°10'38" E 1414.34'

PASS A FND. 5/8 I.R.  
W/ CAP MARKED  
"BASS & WELCH" AT  
19.04'

MELISSA FLORES  
DOCUMENT NO. 2005039814  
O.P.R.N.C.  
40.00-ACRES

82.89-ACRES  
LONDON RANCH ESTATES  
SUBDIVISION

LM & JM INVESTMENTS, LLC  
DOCUMENT NO. 2020044490  
O.P.R.N.C.

SUPERIOR H & H  
DEVELOPMENT, LLC.  
DOCUMENT NO. 2021010174  
O.P.R.N.C.  
80.00-ACRES

MELISSA FLORES  
DOCUMENT NO. 2005039814  
O.P.R.N.C. 10.15-ACRES

JOHNNY FERNANDEZ, ET AL  
DOCUMENT NO. 2010045395  
O.P.R.N.C. 10.10-ACRES

CL LEHMAN ENTERPRISES, LLC.  
DOCUMENT NO. 2010016415  
O.P.R.N.C.  
356.985-ACRES

HOUSTON PIPE LINE COMPANY  
DOCUMENT NO. 916681  
O.P.R.N.C. 13.315-ACRES

JULIUS J. ZDANSKY  
DOCUMENT NO. C-43688-2  
W.P.R.N.C.  
89.9-ACRES

POINT (3)

FND. 5/8 I.R.  
W/ CAP MARKED "BRISTER"  
BEARS S 0°50'09" E 13.50'

S 89°14'41" W 1414.35'

POINT (2)

N 0°50'09" W 2552.01'

S 0°50'10" E 2553.67'



JOHN D. MERCER & ASSOCIATES  
CONSULTING ENGINEERS  
TEXAS REGISTERED ENGINEERING FIRM F-324



118 EAST MAIN STREET  
EDNA, TX 77957  
361-782-7121

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1  
37003