

**THE RESERVE AT OSO CREEK
DEVELOPMENT AND CONSENT AGREEMENT**

This **DEVELOPMENT AND CONSENT AGREEMENT** ("Agreement") is entered into by and between the **City of Corpus Christi, Texas** (the "City"); and **Paul Hayden Developments, LLC**, a Texas limited liability company, and **Team Gumball, LLC**, a Texas limited liability company (collectively, the "Owner") to be effective as of the Effective Date. On final creation of **Nueces County Improvement District No. 1**, a municipal management district, to be created pursuant to Article XVI, Section 59, Article III, Section 52, and Article III, Section 52-a of the Texas Constitution, and operated under Chapter 375 of the Texas Local Government Code, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended (the "District"), the District shall join in this Agreement and be bound by its terms. The City and the Owner shall be considered singularly as a "Party" or collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the City is a Texas home-rule municipality located within Nueces County; and

WHEREAS, the Owner owns and desires to develop a high-quality mixed-use, community on that certain property comprising approximately 273 acres of land, described and shown more particularly in **Exhibit A-1** and **Exhibit A-2** (the "**Land**"), which is situated entirely in Nueces County and within the City's extraterritorial jurisdiction; and

WHEREAS, Section 42.042 and subsection 375.022(c) of the Texas Local Government Code requires a resolution of the governing body of the municipality in support of the creation of a municipal management district situated within the City's corporate city limits or extra-territorial jurisdiction; and

WHEREAS, the Parties agree that a strategic partnership agreement authorized under Section 43.0751 of the Texas Local Government Code and attached to this Agreement in form and substance as **Exhibit H** (the "**Strategic Partnership Agreement**") shall be entered into by the District and the City; and

WHEREAS, the City agrees, through its governing body, to adopt Resolution No. _____ (the "**Consent Resolution**"), attached to this Agreement in form and substance as **Exhibit G**, providing consent to the creation of the District contemporaneous with the City's approval and execution of this Agreement; and

WHEREAS, the Parties intend the City to be the wholesale provider of water service to the District and shall enter into that certain Wholesale Water Service Agreement (as defined herein); and

WHEREAS, the water, sewer, drainage, roads, and other public infrastructure necessary for the development of the Land is not currently available; and

WHEREAS, this Development and Consent Agreement constitutes both a development agreement as authorized and provided for by Sections 212.171 *et seq.* of the Texas Local Government Code, a permit under Chapter 245 of the Texas Local Government Code, and an interlocal agreement between the City and the District pursuant to the authority afforded under Chapter 791 of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to set forth the terms governing the creation and operation of the District, annexation of the Land into the City's corporate limits, and terms governing development of the Land, and the full purpose annexation of the Land.

AGREEMENT

WHEREFORE, in exchange for the commitments, covenants, and premises recited herein, for which each Party agrees constitutes sufficient consideration therefore, the Parties agree to the following terms:

DEFINED TERMS

Defined Terms.

"Assignee" means a successor to Owner as described and defined in Section 9.02 of this Agreement.

"Bonds" means any instrument, including a bond, note, or other type of obligation that (1) is issued or incurred by an issuer under the issuer's borrowing power, and (2) is represented by an instrument issued in bearer or registration form or if not represented by an instrument, the transfer of which is registered on books maintained for that purposes by or on behalf of the issuer. For the purposes of Article V, Bonds does not include refunding bonds.

"City Council" means the governing body of the City.

"Concept Plan" means the preliminary Master Plan attached as **Exhibit B** to this Agreement, as such may be amended from time to time in accordance with market

demands and other requirements of development of the Land. Any amendment to the concept plan must be approved by designated City staff.

“District” means Nueces County Improvement District No. 1, created under Article XVI, Section 59, Article III, Section 52, and Article III, Section 52-a of the Texas Constitution, and operated under Chapter 375 of the Texas Local Government Code, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended.

“Drainage Improvements” mean stormwater diversion, detention, and collection facilities, including stormwater quality ponds, detention ponds, open space improvements, and related facilities separate from stormwater improvements associated with Road Improvements (as defined hereinafter).

“Effective Date” means the execution date by the City of this Agreement.

“ETJ” means the unincorporated area that is contiguous to the corporate boundaries of a municipality as determined under Chapter 42 of the Texas Local Government Code.

“Governing Standards” mean the following City regulations in effect as of the Effective Date, as amended thereafter to comply with a change in applicable state or federal laws and subject to the reservation of Owner’s rights under Chapter 245, Texas Local Government Code.

“Infrastructure Standards” mean the standards, details, and design requirements applicable to public infrastructure set forth in the January 2022 edition of the City of Corpus Christi Infrastructure Design Manual, made effective for public improvements plans submitted after March 1, 2022.

“Land” means those 273 acres, more or less, owned by the Team Gum Ball, LLC, and shown and described more particularly in **Exhibit A-1** and **Exhibit A-2**.

“Lot Owner” means any end-user or purchaser of a fully development and improvement lot within the Land as such term is used in Section 212.172(f) of the Texas Local Government Code.

“Park Improvements” means those certain park facilities shown generally in **Exhibit B**, including open space improvements, sidewalks, trails, paths, outdoor playgrounds and associated ground surface material, open-air pavilions, certain open-air amphitheaters/assembly facilities, open-air shade structures, water playgrounds, and recreational equipment storage facilities, amenity lakes and associated water features, amenity and recreational centers, and associated landscaping, irrigation, lighting and parking serving the Land and the District and benefitting the public.

“Plan Review Fees” or “Fees” mean all application, review, engineering, inspection, acceptance, administrative, and other fees imposed by the City related to the acceptance, review, or processing of engineering or construction plans or for the inspection of improvements for construction of public infrastructure or any other component associated with or in conjunction to development of the Land, as such fees shall be determined and published in accordance with Section 212.906 of the Texas Local Government Code.

“Road Improvements” mean those certain street, paving, grading, sidewalk, landscaping, and storm water or related improvements serving the Land and the District and benefiting the public.

“Structures” mean a permanent building designed for human occupancy.

“TCEQ” means Texas Commission on Environmental Quality or any successor agency.

“Wastewater Improvements” means those certain wastewater improvements and associated improvements, facilities, and components serving the Land and the District and benefitting the public.

“Water Improvements” mean those certain water improvements and associated improvements, facilities, and components serving the Land and the District and benefitting the public.

“Wholesale Water Service Agreement” means the Wholesale Water Service Agreement to be entered into by the City, Owner, and District setting forth the terms and conditions pursuant to which the City agrees to provide wholesale water services to the District.

I. DEVELOPMENT REGULATIONS

A. Governing Standards. The Land will be developed in accordance with the following regulations in effect as of the Effective Date (the "**Governing Regulations**"):

1. Unified Development Code, as amended, adopted by the City on May 10, 2011, by passage of City Ordinance No. 029048, as modified by approved variances, shown in **Exhibit C**, ("**Approved Variances**") attached hereto and incorporated herein;
2. Building, planning, plumbing, electrical, mechanical, flood hazard prevention, maintenance, fire codes and other municipal codes adopted by the City and uniformly enforced within the City's corporate boundaries on similarly situated developments, and any local amendments to such codes that are uniformly enforced on similarly situated developments with the City's corporate boundaries;
3. City Infrastructure Standards applicable to Water, Drainage and Road Improvements; and
4. City-approved final plats covering the Land.

B. Permitted Uses. The Land will be developed in accordance with the following permitted land uses:

1. The residential parcels shown on the Concept Plan shall be developed in accordance with the following sections of the Unified Development Code:

- a. RS-6
- b. RS-4.5
- c. RS-TH
- d. RM-3

2. The non-residential parcels shown on the Concept Plan shall be developed in accordance with the following sections of the Unified Development Code:

- a. CN-1
- b. CG-1

3. The Land may be developed using a combination of the uses permitted in this Section I.B. to be determined at the Owner's sole discretion, subject to compliance with the Concept Plan.

C. Future Variances. The City's Director Development Services Department may administratively approve minor revisions to the regulations set forth in Section I.B. above, including a request for (a) an increase in the height of structures of 5% or less; (b) a setback reduction of 10% or less; (c) an increase in ground coverage by a structure of 5% or less; (d) a reduction in off-street parking of 5% or less; (e) an increase in the number, height, or area of signs of 5% or less; and (f) an increase in outdoor storage or display area of 5% or less. All other variance requests shall be submitted to the City's representative.

D. Parks. All parkland, open space, or amenities shown in the Concept Plan attached in **Exhibit B**, shall be dedicated to a District and maintained by the District or homeowners or property owners association; provided, however, the final location of such areas may be subject to change based on development. Because the Land is situated outside the City's corporate limits, City park development fees, contribution requirements to community enrichment or park development funds, and parkland dedication requirements are inapplicable and will not be assessed.

II. DEVELOPMENT PROCESS AND APPROVALS

- A. Jurisdiction. The City shall have exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats, and minor replats, and approval of plans for Water Improvements, Drainage Improvements, Park Improvements, and Road Improvements serving the Land in accordance with this Agreement.
- B. Pre-Development Conference. The Owner and City staff shall conduct a pre-development conference prior to the submittal of each preliminary plat by Owner to the City. Such conferences shall include discussion of the Project schedule and shall be conducted on the same terms and deadlines as similarly situated projects within the City's corporate limits.
- C. Plat Approval. Subdivision of the Land or any portion thereof shall require plat approvals by the City provided, however, conveyance by metes and bounds to any person for the purpose of qualifying such person to be a member of the board of supervisors of a District shall not be considered a subdivision nor shall such conveyance or division trigger City platting or approval requirements. The City's approval of a plat consistent with the Concept Plan and this Agreement shall not be unreasonably withheld, conditioned, or delayed.
- D. Building Permits and Inspections. Except for such structures described in Article V of this Agreement, all Structures constructed on the Land shall be subject to City building permit, permit fee, and inspection requirements as if such Structures were constructed within the City's corporate limits.
- E. Zoning. In the event of any conflict between this Agreement, the Zoning Ordinance, or any subsequent amendment thereto adopted by the City, this Agreement shall prevail.

III. PROJECT INFRASTRUCTURE

- A. City's Service Area. The Parties agree the Land is currently situated within the City's certificated water service area under Certificate of Convenience and Necessity ("CCN") No. 10554, granted to the City by the Public Utility Commission of Texas, obligating the City to provide continuous and adequate water service to the customers in the Land under Section 13.250 of the Texas Water Code. Following execution of this agreement, the Parties shall promptly enter into the Wholesale Water Service Agreement for the delivery by the City of wholesale water to the Land at a mutually agreed master meter location, consistent with the reservation amounts and capacity reflected in the City's Water Utility Availability Letter: The Reserves at Oso Creek, dated June 17, 2024, attached as **Exhibit D**.

The Parties agree the Land is not currently situated in any retail utility provider's CCN for sewer service, will not be served by the City, and shall be served by the Wastewater Improvements designed and constructed by the Owner or District. The Wastewater Improvements will consist of wastewater collection lines, wastewater treatment plant, and other associated facilities and components as determined necessary by the District's engineer and designed and constructed in accordance with the rules and regulations of the United States Environmental Protection Agency and Texas Commission on Environmental Quality.

- B. City Provision of Wholesale Water Service. Upon completion of the Water Improvements, which shall be designed in accordance with applicable City Infrastructure Standards, the City shall provide wholesale water service to the District.
- C. Construction of Public Infrastructure. Water Improvements, Drainage Improvements, and Road Improvements shall be designed and constructed in compliance with the applicable City Infrastructure Standards.
- D. Plan Review and Fees. Construction of Water Improvements, Drainage Improvements, and Road Improvements shall not commence until (i) the plans and specifications have been reviewed and accepted by the City in compliance with the Governing Regulations; (ii) the applicable Plan Review Fees have been paid; and (iii) a pre-construction conference has been held by and between the contractor contracted to construct such infrastructure, the District's engineer, and representatives of the City.

E. Water. The District and Owner shall, jointly or severally, design and construct, or cause to be designed and constructed, at no cost to the City, the Water Improvements as may be amended from time to time to reflect any changes in the Concept Plan and in accordance with the Wholesale Water Service Agreement. The Water Improvements must meet all City ordinance and TCEQ backflow requirements for system protection.

1. Plan Review. The Owner shall submit plans and specifications for Water Improvements to serve the Land for City review and approval. All applicable Plan Review Fees shall be assessed in accordance with Chapter 212.906 of the Texas Local Government Code.
2. City Access. Any duly authorized City employee shall be granted access to the Land for the purpose of inspection and testing of the Water Improvements.
3. Inspections. The City, through staff or third-party inspectors, shall perform all inspections and testing of the Water Improvements from time to time as such infrastructure is constructed. The City shall notify Owner and the District, as the case may be, at least 48 hours in advance of each inspection to enable the District's engineers to be present during the inspections. The City shall cooperate with the District to provide inspection reports as needed to satisfy applicable TCEQ requirements. All applicable Fees shall be assessed in accordance with Chapter 212.906 of the Texas Local Government Code.
4. Final Inspection. The Owner or the District shall notify the City when the Water Improvements, or any portion thereof, are substantially complete and ready for final inspection. If the City concurs that the construction of such infrastructure is substantially complete, the City shall schedule a final inspection within thirty (30) days. Following such final inspection and correction of any punch list items, the City shall provide written certification that the Water Improvements have been constructed in compliance with applicable City infrastructure standards. The City shall issue a letter to the Owner and the District approving the applicable Water Improvements within fifteen (15) days after providing its written certification of compliance.
5. As-Builts. The Owner or the District shall cause its contractor(s) to deliver as-built drawings to the City of all approved Water Infrastructure Improvements within thirty (30) days of final inspection.

F. Roads and Drainage. The District and Owner shall, jointly or severally, design and construct, or cause to be designed and constructed, at no cost to the City, the Road Improvements and Drainage Improvements, as may be amended from time to time to reflect changes in the Concept Plan.

1. Rights-of-way. The Owner shall dedicate all rights-of-way necessary for construction of the Road Improvements inside the Land to the County or the District.
2. Drainage; Land. The Owner shall convey the Drainage Improvements to the District for ownership and maintenance. The Owner shall further grant in fee the land or area upon which the Drainage Improvements are situated to the District.
3. Plan Review. The Owner shall submit plans and specifications for Road Improvements and Drainage Improvements for City review and approval in accordance with all City Codes and City Infrastructure Standards. All applicable Plan Review Fees shall be assessed in accordance with Chapter 212.906 of the Texas Local Government Code.
4. City Access. Any duly authorized City employee shall be granted access to the Land for the purpose of inspection and testing of the Road Improvements and Drainage Improvements.
5. Inspections. The City, through staff or third-party inspectors, shall perform all inspections and testing of the Road Improvements and the Drainage Improvements from time to time as such infrastructure is constructed. The City shall notify Owner and the District, as the case may be, at least 48 hours in advance of each inspection to enable the District's engineers to be present during the inspections. The City shall cooperate with the District to provide inspection reports as needed to satisfy applicable TCEQ requirements. All applicable Fees under this subsection shall be assessed in accordance with Chapter 212.906 of the Texas Local Government Code.
6. Dedication. Within thirty (30) days after the Road Improvements or Drainage Improvements are completed, Owner shall dedicate the Road Improvements or Drainage Improvements to the County or the District along with all appurtenant easements, rights-of-way or land interest.

IV. FEES

- A. Development Fees. Development of the Land under this Agreement shall be subject to the payment of the following fees and charges for services performed by the City in accordance with this Agreement and the City's fee schedule adopted and in effect as of the Effective Date:
1. Fees and charges for City preliminary and final plat review and approval.
 2. Fees and charges for review and inspection of Water Improvements, Drainage Improvements, and Road Improvements, as applicable, in accordance with Chapter 212.906 of the Texas Local Government Code.
 3. Fees and charges for issuance of building permits and building inspections.
- B. District Fees. The City shall be reimbursed for its costs incurred in connection to the City's consent to formation of the District and the negotiation and preparation of the consent resolution, consent agreement, development agreement, strategic partnership agreement, and related documents, in accordance with the District Creation Policy.
- C. Exclusive Fees. Except for any fee or charge set forth in this Article IV, no other fees or charges of any kind are due or payable to the City in connection with development of the Land, the Project, or organization of the District.

V. ANNEXATION AND DISTRICT MATTERS

A. Annexation; Strategic Partnership Agreement. The City and the District shall execute and adopt a certain strategic partnership agreement pursuant to Texas Local Government Code, Section 43.0751, substantially in the form of the attached **Exhibit H** (the “**Strategic Partnership Agreement**”). The terms and conditions of the Strategic Partnership Agreement shall govern full purpose annexation by the City of the Land within the District and other such matters, including limited purpose annexation of District commercial areas and the imposition of the City’s sales and use tax. Pursuant to the terms of the Strategic Partnership Agreement, the City shall not fully annex the Land within District until all of the following conditions have been satisfied, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

1. Ninety percent (90%) of the acreage within the District has been horizontally developed; and
2. The Owner, and its successors and assigns, has been fully reimbursed by the District to the maximum extent permitted by the rules of the Commission or other applicable law for all eligible development and construction costs, all as certified in writing by the Developer to the City.

Until such a time as the Strategic Partnership Agreement takes effect, the City agrees the Land shall remain in the City’s extraterritorial jurisdiction and shall be immune from full purpose annexation and in no event shall full purpose annexation proceedings take place during the term of this Agreement. The Owner shall cause the District to enter into the Strategic Partnership Agreement within six (6) months following the District’s organizational meeting. The Owner shall notify the City and provide the City with the District’s resolution adopting the Strategic Partnership Agreement within 15 business days following adoption.

B. No Incorporation; No Other Special Districts. The District and the Owner covenant and agree that neither the District nor the Owner shall initiate, seek, or support any effort to incorporate the Land or any part thereof or sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land, within the boundaries of any other special district, governmental assessment jurisdiction, other municipality, or any other incorporated governmental entity other than the City.

- C. Annexation of Portions of Property. The Owner and District agree to cooperate with the City in the City's annexation of one or more areas within the District, each of which may not exceed 525 feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas to the City that are outside the District and that the City intends to annex in the foreseeable future.
- D. Authorized Purposes for Bond Issuance. The District may issue bonds for any purpose authorized by law without prior approval by the City, including the following:
1. Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary:
 - a. To provide a water supply for the District for municipal, domestic, commercial and industrial uses;
 - b. To collect, transport, process, treat, dispose of, and control all domestic, commercial, industrial or communal wastes from the District, whether in fluid, solid or composite state;
 - c. To gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;
 - d. For roads or improvements in aid of roads as authorized by Subchapter E of Chapter 375 of the Texas Local Government Code, and Article III, Section 52, Texas Constitution;

- e. To design, construct, finance, and maintain parks and recreational facilities as permitted under state law; and
 - f. To provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.
- 2. Payment of creation expenses, organization expenses, initial operation expenses, cost of issuance, interest during construction, capitalized interest and similar expenses typically incurred by municipal management districts in the issuance of bonds such as the Bonds, including issuance, administrative, insurance and regulatory expenses related to issuance of any Bonds, the land, easements, works, improvements, facilities, plants, equipment, and appliances being financed by the Bonds;
- 3. Payment of all such other costs and expenses permitted by the rules of the TCEQ or applicable law; and
- 4. Refunding of any outstanding Bonds of the District for a debt service savings; provided, however, that any such refunding Bonds satisfy the requirements of this Agreement.

E. Bond and Reporting Requirements.

1. The Parties agree that the following requirements apply to the Bonds, provided such requirements do not generally render the Bonds unmarketable:
 - a. Maximum maturity of 25 years for any one series of Bonds;
 - b. Interest rate on the Bonds does not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of Bonds;
 - c. The Bonds shall expressly provide that the District shall reserve the right to redeem bonds at any time subsequent to the tenth (10th) anniversary of the date of issuance, without premium. No variable rate bonds shall be issued by a district without City approval; and
 - d. Any refunding bonds of the District must provide for a minimum of 3% present value savings and that the latest maturity of the refunding bonds may not extend beyond the latest maturity of the refunded bonds unless approved by the City.
2. The District shall adopt a post-issuance compliance policy and continuing disclosure policy on or before the issuance of Bonds and shall cause to be provided to the City copies of any material event notices filed under applicable federal securities laws or regulations.

F. City Exemption. The District agrees that the City shall be exempt from, and will not be assessed, any District fees or taxes.

G. Public Safety and Emergency Services. The Parties agree that public safety and emergency services for the District will not be provided by the City.

- H. District Director Lot and Temporary Structures. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Supervisors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City. No structure shall be vertically constructed on any property conveyed for such purpose unless and until a final plat of such portion has been approved by the City in accordance with this Agreement. Notwithstanding the foregoing, manufactured housing or other temporary forms of housing and structures may be placed within the District for use in connection with the District's confirmation election and for construction and sales office purposes. Such temporary housing and structures may be located on any site within the District for such purposes regardless of whether the land has been subdivided in accordance with this Agreement. No permits shall be required from the City relating to the construction, placement, or use of such structures within the District.

VI. TERM OF AGREEMENT

This Agreement is authorized under Section 212.172 of the Texas Local Government Code. The term of this Agreement is forty-five years. The Term of this Agreement shall not be affected by the limited purpose annexations of any commercial property pursuant to the Strategic Partnership Agreement.

VII. DEFAULT AND REMEDIES

- A. Default Notice. If a Party commits a material breach of this Agreement, the non-breaching Party shall give notice of default (the "Default Notice") to the breaching Party describing the breach with reasonably specificity and detail.
- B. Cure. Within 30 days of receipt of the Default Notice, the breaching-Party shall commence commercially reasonable efforts to cure such breach described in the Default Notice. If the breach is not reasonably curable within 30 days of receipt of the Default Notice (the "Cure Period"), the non-breaching Party shall not bring any action during the Cure Period so long as the breaching Party has made diligent efforts to cure the default during the Cure Period.
- C. Remedy. If the breaching Party does not substantially cure the beach within the Cure Period or such extensions thereto, the non-breaching Party may, in its sole discretion, seek any relief available at law or in equity.

VIII. ADDITIONAL PROVISIONS

- A. Notice. Any notices, certifications, approvals, District agendas and bond information, or other communications required under this Agreement (a "Notice") shall be provided in writing to the Party to be notified at the address and shall be deemed provided (i) when the Notice is delivered to the person whose attention the Notice is addressed; (ii) when received if the Notice is certified mailed, return receipt requested and postage prepaid; and (iii) when the Notice is delivered by a nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period for providing notice shall be extended to the first following business day.

For the purpose of giving notice, the addresses of the Parties are set forth below:

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| To the City: | City of Corpus Christi, Texas 1201 Leopard Street Corpus Texas, Texas 76401 Attn: City Manager |
| To Owner: | Team Gumball, LLC 9810 FM 969 Austin, Texas 78724 Attn: Art Guerra |
| To Developer: | Paul Hayden Developments, LLC 26207 Park Ivy Lane, Katy, Texas 77494 Attn: Paul Garza |
| To District: | Allen Boone Humphries Robinson LLP 919 Congress Avenue, Suite 1500 Austin, Texas 78701 Attn: Paul Harle |

B. Assignment.

1. By Owner to the District. Owner may assign this Agreement, in whole or in part, and including any duty, obligation, right, title, or interest in, to, and under this Agreement to the District. Each assignment must be recorded in the real property records of Nueces County and a copy provided to the City within 15 days of execution, whereupon the City agrees to look solely to the District for the performance of any duty or obligation assigned to the District and the Owner shall thereupon be release from performing any assigned obligations and from any liability resulting from the District's failure to performed the assigned obligations; provided, however, the Owner shall not be released until the City receives notice of such assignment or be released from any liability resulting from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. The District shall be an Assignee under this Agreement upon its approval and assumption of such assignment.

2. By Owner to Successor Owners. Owner may assign this Agreement, in whole and in part, including any duty, obligation, right, title, or interest in, to, and under this Agreement to an owner or earnest money purchaser of any portion of the Property, and, after such approval and assumption of such assignment, will be an "Assignee" under this Agreement. The Owner must provide written Notice to the City and provide evidence of assumption by Assignee of all duties and obligations under this Agreement applicable to the Land (or if it is a partial assignment of the Agreement, then to the portion of the Land under a purchase or similar agreement between Owner and Assignee) and allow the City thirty (30) days for review prior to such assignment. Each assignment shall be in writing, executed by the Owner and the Assignee, and shall obligate the Assignee to be bound by this Agreement within the scope of such assignment. Once written Notice is provided and the City's review period has elapsed, the City shall look solely to the Assignee for the performance of any duty or obligation assigned to the Assignee and agrees the Owner shall be released from performing the assigned obligations and from any liability resulting from the Assignee's failure to perform the assigned obligations; provided, however, the Owner shall not be released until the City receives notice of such assignment or be released from any liability resulting from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. For purposes of this subsection, the term "Assignee" shall not include any successors-in-interest, affiliates, or entities under common ownership with the Owner and as such, assignment of this Agreement to any of the foregoing parties by the Owner shall follow the Notice and review requirements as set forth in this subsection VIII.B.2.
 3. By the City. The City shall not assign this Agreement, in whole or in part, and including any duty, obligation, right, title, or interest in, to, and under this Agreement to any person, entity, political subdivision without the prior written approval of Owner or District..
- C. Encumbrance by Owner and Assignees. Owner and Assignees have the right to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interests in, to, and under this Agreement for the benefit of their respective lenders with written Notice to the City within 14 days after the effective date of such encumbrance.

- D. Recordation and Applicability to Lot Owners. Owner shall record this Agreement in the real property records of Nueces County, Texas, and shall provide file-marked copy of the recorded Agreement to the City with ten (10) days after its execution. This Agreement shall be binding upon the Owner, the City, the Land, and any Assignee, and their respective successors and assigns. This Agreement runs with the Land; provided, however, this Agreement is not binding upon, nor should constitute any encumbrance to title, as to any Lot Owner during the term of this Agreement.
- E. No Waiver. Any failure by a Party to insist on performance of any materials provision of this Agreement shall not waive that Party's right to insist on performance of any provision of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision and limited to the express waiver given.
- F. Reservation of Rights. This Agreement constitutes a "permit" as defined in Chapter 245, Texas Local Government Code, as amended, that is deemed filed with the City on the Effective Date. The Owner does not waive any rights arising under Chapter 245, as amended, Chapter 43 of the Texas Local Government Code, as amended, or under any other provision of law.
- G. Texas Law. This Agreement shall be construed and enforced only in accordance with Texas law, without regard to choice of law rules or principles to the contract. This Agreement is performable in Nueces County, Texas, and hereby submit to the jurisdiction of Nueces County courts and agree such courts shall be the proper forum and venue for the determination of any dispute arising under this Agreement.

- H. Force Majeure. Time is of the essence of this Agreement. In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics and pandemics, including, without limitation, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.
- I. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement by agreement of the Parties that is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
- J. Changes in Law. If any state or federal law changes making it impossible for a Party to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most legally consistent with the original intent of this Agreement.
- K. Additional Documents and Acts. The Parties shall execute and/or exchange any other documents or perform any further acts as reasonably necessary to effectuate the terms of this Agreement.
- L. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

- M. Amendment. This Agreement may be amended only with the approval of the City and the written consent of all Owners of at least 10 acres of the Land and may be amended without consent of any homeowners or property owners associations.
- N. Interpretation. Each Party and its counsel have reviewed and revised this Agreement and the rule of construction that ambiguities be resolved against the drafting party shall not be used in the interpretation of this Agreement, its amendments or exhibits.
- O. No Third-Party Beneficiaries. This agreement is solely for the benefit of the Parties and neither Party intends this Agreement to create any rights in any third-party or confer any benefit or enforceable rights to any person or entity other than the Parties.
- P. Authority to Execute. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Owner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the organizational documents of each entity executing on behalf of the Owner.
- Q. Recitals. The recitals in this Agreement are true and correct as of the Effective Date, contribute to the basis upon which the Parties entered into this Agreement, and reflect the final intent of the Parties.
- R. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and are listed as follows:

- Exhibit A-1** Boundary Map and Survey of the Land
- Exhibit A-2** Legal Description of the Land
- Exhibit B** Concept Plan
- Exhibit C** Approved Variances
- Exhibit D** City's Water Utility Availability Letter
- Exhibit E** [Intentionally Omitted]
- Exhibit F** [Intentionally Omitted]
- Exhibit G** Form Consent Resolution
- Exhibit H** Strategic Partnership Agreement

- S. Notice to Lot Owners. At the time each prospective Lot Owner contracts for the purchase of a lot or a home in the District, and at the time each Lot Owner closes on the purchase of a lot or a home in the District, the seller shall give the Lot Owner the disclosure notices required by Section 49.452 of the Texas Water Code.
- T. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- U. Interested Parties. The Owner hereby verifies it has reviewed Chapter 2252.908 of the Texas Government Code, as amended, and will, upon joinder of the District, (1) complete a Form 1295, using a unique identification number provided by the District, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District. The signed Form 1295 may be submitted to the District in an electronic format.
- V. Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, Owner verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Owner, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.
- W. Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, Owner represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Owner, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code, as amended.

- X. No Boycott of Energy Companies. Pursuant to Chapter 2274 of the Texas Government Code, as amended, Owner hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither Owner, any of its parent companies, nor any of its common-control affiliates boycott or will boycott energy companies. The term “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001 of the Texas Government Code, as amended.
- Y. No Discrimination Against Firearm Entities. Pursuant to Chapter 2274 of the Texas Government Code, as amended, Owner hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, Owner, any of its parent companies, and any of its common-control affiliates (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. The term “discriminate against a firearm entity or firearm trade association” as used in this paragraph has the meaning assigned to it in Section 2274.001 of the Texas Government Code, as amended.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY:
CITY OF CORPUS CHRISTI, TEXAS

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____,
2025, by _____, _____ of the City of Corpus Christi, Texas, on behalf of the
City.

Notary Public Signature

OWNER:

By: **TEAM GUMBALL, LLC,**
a Texas limited liability company

By: [Signature]

Date: 4-2-25

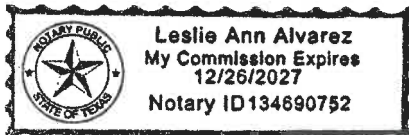
Title: Sole Member

THE STATE OF TEXAS

§
§
§

COUNTY OF NUECES

This instrument was acknowledged before me on the 2 day of April, 2025, by Kody Molina, Controller of Team Gum Ball, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]
Notary Public, State of Texas

OWNER:

By: PAUL HAYDEN DEVELOPMENTS, LLC,
a Texas ~~limited liability~~ company

By: Paul Garza

Date: April 2, 2025

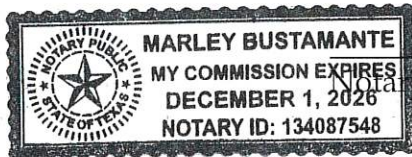
Title: CEO

THE STATE OF TEXAS

§
§
§

COUNTY OF NUECES

This instrument was acknowledged before me on the 02 day of April, 2025, by Paul Garza, _____ of Paul Hayden Developments, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]

Notary Public, State of Texas

By execution hereof, the District hereby joins in the execution of that certain Development and Consent Agreement effective as of _____ (the "Agreement"), by and between the City of Corpus Christi, Texas; Team Gum Ball, LLC, a Texas limited liability company, and Paul Hayden Developments, LLC, a Texas limited liability company, and acknowledges its consent and agreement to be bound solely by the terms and conditions in Article III and Article V as set forth in the Agreement as a party thereto.

DISTRICT:

**NUECES COUNTY IMPROVEMENT
DISTRICT NO. 1**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before _____, by _____, President of Nueces County Improvement District No. 1 a special district organized and operating under Chapter 375, Texas Local Government Code, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended.

Notary Public Signature

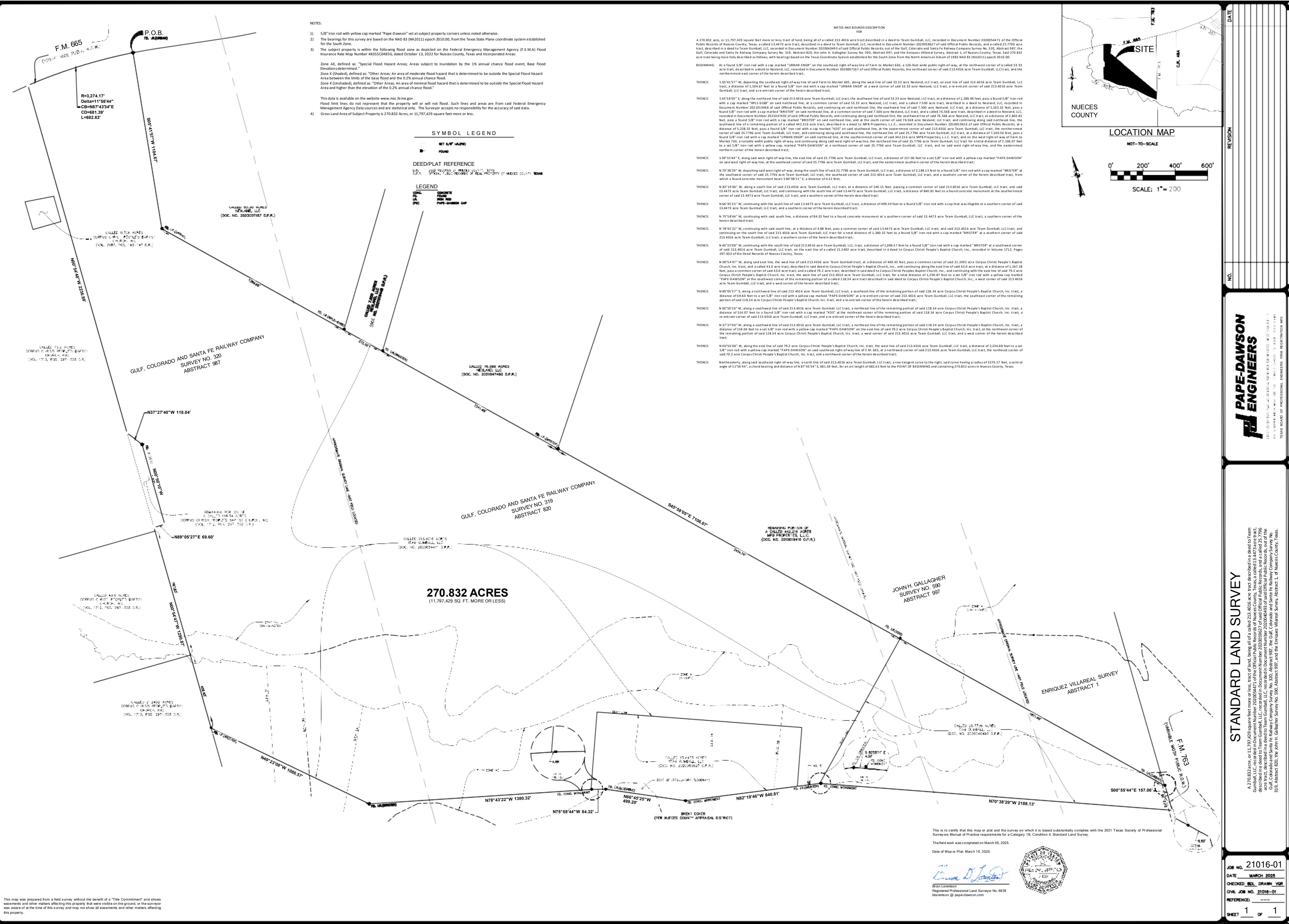
EXHIBIT A

Metes and Bounds Description of the Land

EXHIBIT A-1
BOUNDARY MAP AND SURVEY OF THE LAND

FILED: MAR 19, 2025, 3:45 PM, L. J. JONES, Surveyor No. 6839, State of Texas, at the County Clerk's Office, Nueces County, Texas. This map was prepared from a field survey without the benefit of a "Title Commitment" and shows easements and other matters affecting this property that were visible on the ground, or the surveyor was aware of at the time of this survey and may not show all easements and other matters affecting this property.

REFERENCE: ---



NOTES:

- 5/8" iron rod with yellow cap marked "Pape-Dawson" set at subject property corners unless noted otherwise.
- The bearings for this survey are based on the NAD 83 (NA2011) epoch 2010.00, from the Texas State Plane coordinate system established for the South Zone.
- The subject property is within the following flood zone as depicted on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 48355C0485G, dated October 13, 2022 for Nueces County, Texas and Incorporated Areas:
Zone AE, defined as: "Special Flood Hazard Areas; Areas subject to inundation by the 1% annual chance flood event, Base Flood Elevation determined."
Zone X (shaded), defined as: "Other Areas; An area of moderate flood hazard that is determined to be outside the Special Flood Hazard Area between the limits of the base flood and the 0.2% annual chance flood."
Zone X (unshaded), defined as: "Other Areas; An area of minimal flood hazard that is determined to be outside the Special Flood Hazard Area and higher than the elevation of the 0.2% annual chance flood."
- This data is available on the website www.msc.fema.gov.
Flood limit lines do not represent that the property will or will not flood. Such lines and areas are from said Federal Emergency Management Agency Data sources and are statistical only. The Surveyor accepts no responsibility for the accuracy of said data.
- Gross Land Area of Subject Property is 270.832 Acres, or 11,797,429 square feet more or less.

SYMBOL LEGEND

SET 5/8" IRON ROD
FOUND

DEED/PLAT REFERENCE

L.P. 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 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3175, 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3198, 3199, 3200, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3380, 3381, 3382, 3383, 3384, 3385, 3386, 3387, 3388, 3389, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3397, 3398, 3399, 3400, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3419, 3420, 3421, 3422, 3423, 3424, 3425, 3426, 3427, 3428, 3429, 3430, 3431, 3432, 3433, 3434, 3435, 3436, 3437, 3438, 3439, 3440, 3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449, 3450, 3451, 3452, 3453, 3454, 3455, 3456, 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3471, 3472, 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481, 3482, 3483, 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492, 3493, 3494, 3495, 3496, 3497, 3498, 3499, 3500, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3513, 3514, 3515, 3516, 3517, 3518, 3519, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536, 3537, 3538, 3539, 3540, 3541, 3542, 3543, 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, 3554, 3555, 3556, 3557, 3558, 3559, 3560, 3561, 3562, 3563, 3564, 3565, 3566, 3567, 3568, 3569, 3570, 3571, 3572, 3573, 3574, 3575, 3576, 3577, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587, 3588, 3589, 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597, 3598, 3599, 3600, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3613, 3614, 3615, 3616, 3617, 3618, 3619, 3620, 3621, 3622, 3623, 3624, 3625, 3626, 3627, 3628, 3629, 3630, 3631, 3632, 3633, 3634, 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3713, 3714, 3715, 3716, 3717, 3718, 3719, 3720, 3721, 3722, 3723, 3724, 3725, 3726, 3727, 3728, 3729

EXHIBIT A-2
LEGAL DESCRIPTION OF THE LAND

METES AND BOUNDS DESCRIPTION
FOR

A 270.832 acre, or 11,797,429 square feet more or less, tract of land, being all of a called 213.4016 acre tract described in a deed to Team Gumball, LLC, recorded in Document Number 2020054471 of the Official Public Records of Nueces County, Texas, a called 13.4473 acre tract, described in a deed to Team Gumball, LLC, recorded in Document Number 2020059627 of said Official Public Records, and a called 25.7796 acre tract, described in a deed to Team Gumball, LLC, recorded in Document Number 2020040493 of said Official Public Records, out of the Gulf, Colorado and Santa Fe Railway Company Survey No. 320, Abstract 987, the Gulf, Colorado and Santa Fe Railway Company Survey No. 319, Abstract 820, the John H. Gallagher Survey No. 590, Abstract 997, and the Enriquez Villareal Survey, Abstract 1, of Nueces County, Texas. Said 270.832 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found 5/8" iron rod with a cap marked "URBAN ENGR" on the southeast right-of-way line of Farm to Market 665, a 120-foot wide public right-of-way, at the northwest corner of a called 53.33 acre tract, described in a deed to Nexland, LLC, recorded in Document Number 2020007167 of said Official Public Records, the northeast corner of said 213.4016 acre Team Gumball, LLC tract, and the northernmost east corner of the herein described tract;

THENCE: S 05°41'57" W, departing the southeast right-of-way line of said Farm to Market 665, along the west line of said 53.33 acre Nexland, LLC tract, an east line of said 213.4016 acre Team Gumball, LLC tract, a distance of 1,104.67 feet to a found 5/8" iron rod with a cap marked "URBAN ENGR" at a west corner of said 53.33 acre Nexland, LLC tract, a re-entrant corner of said 213.4016 acre Team Gumball, LLC tract, and a re-entrant corner of the herein described tract;

THENCE: S 45°58'05" E, along the northeast line of said 213.4016 acre Team Gumball, LLC tract, the southwest line of said 53.33 acre Nexland, LLC tract, at a distance of 1,289.96 feet, pass a found 5/8" iron rod with a cap marked "RPLS 6188" on said northeast line, at a common corner of said 53.33 acre Nexland, LLC tract, and a called 7.500 acre tract, described in a deed to Nexland, LLC, recorded in Document Number 2021019448 of said Official Public Records, and continuing on said northeast line, the southwest line of said 7.500 acre Nexland, LLC tract, at a distance of 1,562.32 feet, pass a found 5/8" iron rod with a cap marked "BRISTER" on said northeast line, at a common corner of said 7.500 acre Nexland, LLC tract, and a called 76.568 acre tract, described in a deed to Nexland, LLC, recorded in Document Number 2021047492 of said Official Public Records, and continuing along said northeast line, the southwest line of said 76.568 acre Nexland, LLC tract, at a distance of 2,803.81 feet, pass a found 5/8" iron rod with a cap marked "BRISTER" on said northeast line, and at the south corner of said 76.568 acre Nexland, LLC tract, and continuing along said northeast line, the southwest line of a remaining portion of a called 442.216 acre tract, described in a deed to MPB



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Properties, L.L.C., recorded in Document Number 2010019416 of said Official Public Records, at a distance of 5,228.55 feet, pass a found 5/8" iron rod with a cap marked "XDS" on said southwest line, at the easternmost corner of said 213.4016 acre Team Gumball, LLC tract, the northernmost corner of said 25.7796 acre Team Gumball, LLC tract, and continuing along said southwest line, the northeast line of said 25.7796 acre Team Gumball, LLC tract, at a distance of 7,100.54 feet, pass a found 5/8" iron rod with a cap marked "URBAN ENGR" on said northeast line, at the southernmost corner of said 442.216 acre MPB Properties, L.L.C. tract, and on the west right-of-way of Farm to Market 763, a variable width public right-of-way, and continuing along said west right-of-way line, the northeast line of said 25.7796 acre Team Gumball, LLC tract for a total distance of 7,106.07 feet to a set 5/8" iron rod with a yellow cap, marked "PAPE-DAWSON" at a northeast corner of said 25.7796 acre Team Gumball, LLC tract, and on said west right-of-way line, and the easternmost northern corner of the herein described tract;

THENCE: S 00°55'44" E, along said west right-of-way line, the east line of said 25.7796 acre Team Gumball, LLC tract, a distance of 157.06 feet to a set 5/8" iron rod with a yellow cap marked "PAPE-DAWSON" on said west right-of-way line, at the southeast corner of said 25.7796 acre Team Gumball, LLC tract, and the easternmost southern corner of the herein described tract;

THENCE: N 70°38'29" W, departing said west right-of-way, along the south line of said 25.7796 acre Team Gumball, LLC tract, a distance of 2,188.13 feet to a found 5/8" iron rod with a cap marked "BRISTER" at the southwest corner of said 25.7796 acre Team Gumball, LLC tract, the southeast corner of said 213.4016 acre Team Gumball, LLC tract, and a southern corner of the herein described tract, from which a found concrete monument bears S 80°08'11" E, a distance of 4.32 feet;

THENCE: N 82°19'46" W, along a south line of said 213.4016 acre Team Gumball, LLC tract, at a distance of 140.15 feet, passing a common corner of said 213.4016 acre Team Gumball, LLC tract, and said 13.4473 acre Team Gumball, LLC tract, and continuing with the south line of said 13.4473 acre Team Gumball, LLC tract, a distance of 840.81 feet to a found concrete monument at the southernmost corner of said 13.4473 acre Team Gumball, LLC tract, and a southern corner of the herein described tract;

THENCE: N 66°45'25" W, continuing with the south line of said 13.4473 acre Team Gumball, LLC tract, a distance of 499.20 feet to a found 5/8" iron rod with a cap that was illegible at a southern corner of said 13.4473 acre Team Gumball, LLC tract, and a southern corner of the herein described tract;



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THENCE: N 75°58'44" W, continuing with said south line, a distance of 84.32 feet to a found concrete monument at a southern corner of said 13.4473 acre Team Gumball, LLC tract, a southern corner of the herein described tract;

THENCE: N 78°43'22" W, continuing with said south line, at a distance of 4.88 feet, pass a common corner of said 13.4473 acre Team Gumball, LLC tract, and said 213.4016 acre Team Gumball, LLC tract, and continuing on the south line of said 213.4016 acre Team Gumball, LLC tract for a total distance of 1,380.32 feet to a found 5/8" iron rod with a cap marked "BRISTER" at a southern corner of said 213.4016 acre Team Gumball, LLC tract, a southern corner of the herein described tract;

THENCE: N 49°23'08" W, continuing with the south line of said 213.4016 acre Team Gumball, LLC, tract, a distance of 1,086.57 feet to a found 5/8" iron rod with a cap marked "BRISTER" at a southwest corner of said 213.4016 acre Team Gumball, LLC tract, on the east line of a called 21.2492 acre tract, described in a deed to Corpus Christi People's Baptist Church, Inc., recorded in Volume 1712, Pages 297-303 of the Deed Records of Nueces County, Texas;

THENCE: N 00°54'47" W, along said east line, the west line of said 213.4016 acre Team Gumball tract, at a distance of 469.45 feet, pass a common corner of said 21.2492 acre Corpus Christi People's Baptist Church, Inc. tract, and a called 43.0 acre tract, described in said deed to Corpus Christi People's Baptist Church, Inc., and continuing along the east line of said 43.0 acre tract, at a distance of 1,267.28 feet, pass a common corner of said 43.0 acre tract, and a called 79.2 acre tract, described in said deed to Corpus Christi Peoples Baptist Church, Inc., and continuing with the east line of said 79.2 acre Corpus Christi People's Baptist Church, Inc. tract, the west line of said 213.4016 acre Team Gumball, LLC tract, for a total distance of 1,290.87 feet to a set 5/8" iron rod with a yellow cap marked "PAPE-DAWSON" at the southwest corner of the remaining portion of a called 118.34 acre tract described in said deed to Corpus Christi People's Baptist Church, Inc., a west corner of said 213.4016 acre Team Gumball, LLC tract, and a west corner of the herein described tract;

THENCE: N 89°05'27" E, along a northwest line of said 213.4016 acre Team Gumball, LLC tract, a southeast line of the remaining portion of said 118.34 acre Corpus Christi People's Baptist Church, Inc. tract, a distance of 69.60 feet to a set 5/8" iron rod with a yellow cap marked "PAPE-DAWSON" at a re-entrant corner of said 213.4016 acre Team Gumball, LLC tract, the southeast corner of the remaining portion of said 118.34 acre Corpus Christi People's Baptist Church, Inc. tract, and a re-entrant corner of the herein described tract;



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THENCE: N 00°50'10" W, along a southwest line of said 213.4016 acre Team Gumball, LLC tract, a northeast line of the remaining portion of said 118.34 acre Corpus Christi People's Baptist Church, Inc. tract, a distance of 514.07 feet to a found 5/8" iron rod with a cap marked "XDS" at the northeast corner of the remaining portion of said 118.34 acre Corpus Christi People's Baptist Church, Inc. tract, a re-entrant corner of said 213.4016 acre Team Gumball, LLC tract, and a re-entrant corner of the herein described tract;

THENCE: N 37°27'40" W, along a southwest line of said 213.4016 acre Team Gumball, LLC tract, a northeast line of the remaining portion of said 118.34 acre Corpus Christi People's Baptist Church, Inc. tract, a distance of 118.04 feet to a set 5/8" iron rod with a yellow cap marked "PAPE-DAWSON" on the east line of said 79.2 acre Corpus Christi People's Baptist Church, Inc. tract, at the northwest corner of the remaining portion of said 118.34 acre Corpus Christi People's Baptist Church, Inc. tract, a west corner of said 213.4016 acre Team Gumball, LLC tract, and a west corner of the herein described tract;

THENCE: N 00°54'48" W, along the east line of said 79.2 acre Corpus Christi People's Baptist Church, Inc. tract, the west line of said 213.4016 acre Team Gumball, LLC tract, a distance of 2,236.88 feet to a set 5/8" iron rod with a yellow cap marked "PAPE-DAWSON" on said southeast right-of-way line of F.M. 665, at a northwest corner of said 213.4016 acre Team Gumball, LLC tract, the northeast corner of said 79.2 acre Corpus Christi People's Baptist Church, Inc. tract, and a northwest corner of the herein described tract;

THENCE: Northeasterly, along said southeast right-of-way line, a north line of said 213.4016 acre Team Gumball, LLC tract, a non-tangent curve to the right, said curve having a radius of 3274.17 feet, a central angle of 11°56'44", a chord bearing and distance of N 87°43'34" E, 681.39 feet, for an arc length of 682.63 feet to the POINT OF BEGINNING and containing 270.832 acres in Nueces County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 21016-01 by Pape-Dawson Engineers.

PREPARED BY: Pape-Dawson Engineers
Texas Registered Survey Firm # 10028800
DATE: March 19, 2025
JOB NO. 21016-01
DOC. ID. N:\CIVIL\21016-01\Word\21016-01 FN 270.832Ac.docx



Brian D Lorentson

EXHIBIT B
CONCEPT PLAN

FM 655

COMMERCIAL
±6.9 AC.

PARK

DETENTION
±3.2 AC.

DETENTION
±4.7 AC.

REC
±1.8 AC.

PARK

DETENTION
±6.9 AC.

DETENTION
±5.3 AC.

PARK

DETENTION
±12.8 AC.

DETENTION
±7.9 AC.

LOT SUMMARY

- DUPLEX
- TOWNHOME
- 45'x110'
- 55'x120'
- 60'x120'

TOTAL =929

CONCEPTUAL PLAN FOR OSO CREEK TRACT

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLAINS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE. NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE ACTUAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED.

**PAPE-DAWSON
ENGINEERS**

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
10850 RICHMOND AVE, STE 200 | HOUSTON, TX 77042 | 713-856-8800
TXPE FIRM REGISTRATION #470 | TDFE FIRM REGISTRATION #19092674



1" = 300'

PLANNER: SEAN WILLIAMS
11/8/2023

FM 763

EXHIBIT C
APPROVED VARIANCES

| Code | Section | Current Regulation | Variance |
|--------|---------|---|---|
| CC UDC | 4.2.1.D | All open space shall be unoccupied or predominately unoccupied by buildings or other impervious surfaces. A maximum of 5% of the area of any required open space may be occupied by buildings or such surfaces. | Open spaces can be occupied by impervious cover if the proposed impervious cover is related to water, wastewater, transportation, drainage, or any other major utility infrastructure required to serve the district. |
| CC UDC | 4.3.3 | Minimum Lot Width (Single-Family Residential) | no variance needed |
| CC UDC | 4.4.3 | Minimum Lot Size (Townhouse and Duplex) | Minimum lot size for duplex needs to be 4,675 SF and minimum lot width of 42.5 FT Townhomes do not require a variance. |
| CC UDC | 4.5.2 | Commercial permitted use | All Commercial Uses (minimum commercial, restaurant with liquor, office) |
| CC UDC | 7.3.6 | RS-4.5 and 6 zones and RS-TH zones, two (2) canopy trees or one (1) canopy tree and one (1) understory tree; Multifamily requires 30% landscape of total street yard. 0.06 points per sf Commercial requires 15% landscape of total street yard. 0.02 points per sf | no variance |
| CC UDC | 8.2.1 | A2 Secondary Arterial Geometry 15' Parkways, 16' median, two 27' b-b roads. | 11' Parkways, 20' median, two 29' b-b roads. |
| CC UDC | 8.2.4 | max block length 1,600 ft | no variance needed |
| CC UDC | 8.2.6.A | If an approved, treated water supply system of sufficient capacity as determined by adopted City water distribution standards is available within 1 mile of the property being platted, each lot within the subdivided area shall be provided with access to such water supply regardless of whether or not such subdivision is inside or outside the City limits. The water system shall be designed in accordance with Subchapter "D" of Chapter 290, Texas Administrative Code (TAC): "Rules and Regulations for Public Water Systems"; all other applicable rules and regulations of the Texas Commission on Environmental Quality (TCEQ) or its successor agency; and the Design Standards issued and published by the City Engineer in the latest edition of the Infrastructure Design Manual and supplements. (Ordinance 030023, 12/10/2013) | no variance needed |
| CC UDC | 8.2.9 | Dead end mains are allowed if continuation will happened within 3 years. | no variance needed. |
| CC UDC | 8.3 | 1 acre / 100 lots required park space. City currently are not accepting parks and requiring only the park fee. | no park space or fee requirement. |
| CC UDC | 8.5 | Trust Fund Fees | just water trust fund or impact fees depending on time of platting |
| CC IDM | 3.04.b | RCP and RCB only | HDPE to be allowed |
| CC IDM | 3.04.c | Earthen channel max side sloper 4:1 | Earthen channel max side sloper 3:1 (only for flexibility) |

| | | | |
|--------|---------|--|---|
| CC IDM | 3.04.c | Earthen/conc. drain maintenance strip of 20' required on both sides | Maintenance strip of 15' required on one side and 2' on other. |
| CC IDM | 3.04.c | Maximum velocity of earthen drain is 5 fps | Maximum velocity of earthen drain is 6 fps |
| CC IDM | 3.04.c | Concrete ditches will have minimum bottom width of 8 ft | Concrete ditches will have adequate geometry based on manning's equation. |
| CC IDM | 3.04.c | Concrete ditches will have max side slope of 1.5:1 | Concrete ditches will have max side slope of 1:1 if not a U-channel |
| CC IDM | 3.04.c | Maximum velocity of conc. drain is 12 fps | There is no maximum velocity in concrete drain. |
| CC IDM | 3.04.c | Maximum velocity of culvert is 15 fps | There is no maximum velocity in culvert drain. |
| CC IDM | 3.07.b | FFE must be 15" above FEMA BFE on new structures | FFE must be 12" above FEMA BFE on new structures |
| CC IDM | 3.07.c | Lot grading must be from back of lot to the street (A Lots) | Lot grading can drain to the back of lot or be crowned (B & C Lots) |
| CC IDM | 4.03.i | temporary dead end mains require a temporary loop. | temporary dead end mains are okay if phased construction were to provide an extension within 3 years. |
| CC IDM | 4.03.5 | ROW with 4 lanes or 100' width or greater require dual fire protection. Fire Hydrants on both sides. | Fire hydrants on one side. |
| CC IDM | 5.02.09 | Wastewater Pipe Slopes | Adopt TCEQ Standard Slopes |

EXHIBIT D
CITY'S WATER UTILITY AVAILABILITY LETTER



**DEVELOPMENT
SERVICES**

2406 Leopard
First Floor
Corpus Christi
Texas 78408
Phone 361-826-3240
www.cctexas.com

June 17, 2024

Mr. Ricardo Gomez
Pape-Dawson Engineers
807 N. Upper Broadway Suite 103
Corpus Christi, TX 78401
rgomez@pape-dawson.com
(361)360-2209

**Water Utility Availability Letter for:
The Reserves at Oso Creek**

Dear Mr. Gomez:

This letter is to confirm that there is existing public water system capacity available to serve the proposed The Reserves as Oso Creek development. Attached are Exhibit A with the location of the subject property and Exhibit B with the provided estimated demands.

On-site private utilities and extension of public utilities will be required to connect to the existing public water system.

If I can be of further assistance or if you have any questions regarding the above information, I can be contacted at (361) 826-3268 or by email at briaw@cctexas.com.

Sincerely,

Bria A. Whitmire, P.E., CFM, CPM
Development Services Engineer

Exhibit A



Exhibit B

THE RESERVES AT OSO CREEK

ESTIMATED WATER DEMAND AND WASTEWATER GENERATION

| TYPE | UNIT | QUANTITY | EDU/UNIT | TOTAL EDU |
|---------------------------|------|----------|----------|-----------|
| DUPLEX | EACH | 139 | 1 | 139 |
| TOWNHOME | EACH | 161 | 1 | 161 |
| SINGLE FAMILY RESIDENTIAL | SFR | 725 | 1 | 725 |
| COMMERICAL - RETAIL | ACRE | 7.4 | 6 | 44 |
| TOTAL EDU | | | | 1,069 |

| WATER DEMAND | |
|----------------------------|---------|
| WATER DEMAND PER EDU (GPD) | 290 |
| WATER DEMAND (GPD) | 310,039 |
| WATER DEMAND FLOW (GPM) | 215 |

| WASTEWATER GENERATION | |
|---|-----------|
| DEVELOPMENT RELATED FLOW GENERATION | |
| WASTEWATER DEMAND PER EDU (GPD) | 240 |
| WASTEWATER PEAKING FACTOR | 4 |
| WASTEWATER GENERATION FROM DEVELOPMENT (GPD) | 1,026,336 |
| INFILTRATION AND INFLOW (I&I) | |
| DEVELOPMENT AREA (ACRES) | 273 |
| INFILTRATION AND INFLOW RATE (GAL/ACRE) | 200 |
| TOTAL INFILTRATION AND INFLOW (GPD) | 54,600 |
| TOTAL WASTEWATER GENERATION (DEVELOPMENT RELATED FLOW + I&I FLOW) | |
| TOTAL WASTEWATER FLOW (GPD) | 1,080,936 |
| TOTAL WASTEWATER FLOW (GPM) | 751 |

*THE WASTEWATER GENERATION PER EDU AND WATER DEMAND PER EDU ARE BASED ON THE ASSUMPTIONS USED FOR THE PROPOSED CITY OF CORPUS CHRISTI WATER AND WASTEWATER MASTER PLANS BY PAPE-DAWSON ENGINEERS

EDU- EQUIVALENT DWELLING UNIT

GPD- GALLONS PER DAY

GPM- GALLONS PER MINUTE

EXHIBIT G
FORM CONSENT RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CORPUS CHRISTI, TEXAS
CONSENTING TO THE CREATION AND INCLUSION OF
LAND WITHIN NUECES COUNTY IMPROVEMENT DISTRICT
NO. 1

WHEREAS, the City of Corpus Christi, Texas (the "City") has received a request for its consent to the creation of, and inclusion of land within, a municipal management district (the "District") in the extraterritorial jurisdiction of the City pursuant to Section 375.022, Texas Local Government Code and Section 42.042, Texas Local Government Code; and

WHEREAS, pursuant to Texas Local Government Code, Section 375.022, and Texas Local Government Code, Section 42.042, land within the extraterritorial jurisdiction of a city may not be included within a district without the written consent of such city;

WHEREAS, the City has received a Petition for Consent to the Creation of a municipal management district and inclusion of a Property of real property encompassing approximately 276 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Land") into the boundaries of the District;

WHEREAS, all of the Land is located within the extraterritorial jurisdiction of the City; and,

WHEREAS, the City Council of the City of Corpus Christi desires to grant its written consent to the creation of the District and the inclusion of the Land within the District.

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

Section 1. The City of Corpus Christi, Texas hereby consents to the creation of the District and inclusion of the Land within the District in accordance with Section 375.022, Texas Local Government Code, and Section 42.042 of the Texas Local Government Code.

Section 2. As a condition of the City's consent to the creation of the District and inclusion of Land within the District, the following conditions shall apply:

The District may issue bonds for any purpose authorized by law, including but not limited to the purchase, construction, acquisition, repair extension and improvement of land, easements, works, improvements, plants, equipment, appliances, and other facilities which are authorized by law and necessary to:

- a. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
- b. Collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid or composite state;
- c. Conduct, divert and control local storm water or other local harmful excesses of water in the District;
- d. The payment of creation costs, organization expenses, operating expenses during construction and interest during construction;
- e. Design, acquire, construct, finance, operate, or maintain a road or any improvement in aid of the road pursuant to Section 375.0921 of the Texas Local Government Code;
- f. Design, construct, finance, and maintain parks and recreational facilities as permitted under state law; and
- g. To provide such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.

Section 3. This Resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2024.

PAULETTE GUAJARDO, Mayor

ATTEST:

REBECCA HUERTA, City Secretary

EXHIBIT H
FORM STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "*Agreement*") is made and entered into, effective as of _____, 202_, by and between the **CITY OF CORPUS CHRISTI, TEXAS**, a home-rule municipal corporation of the State of Texas (the "*City*"), and **NUECES COUNTY IMPROVEMENT DISTRICT NO. 1**, a conservation and reclamation district created pursuant to Article XVI, Section 59, Article III, Section 52 and Section 52-a, Texas Constitution, and operating pursuant to Chapter 375, Texas Local Government Code, as amended, and Chapters 49 and 54, Texas Water Code, as amended (the "*District*").

RECITALS

The District was created with the consent of the City for the purpose of providing water, sewer, drainage, road and, to the extent authorized by law, parks and recreational facilities to the land within its boundaries. The District is located entirely within the extraterritorial jurisdiction ("*ETJ*") of the City.

Texas Local Government Code Section 43.0751 (the "*Act*") provides that the City and the District may enter into a strategic partnership agreement by mutual consent and the City and the District wish to enter into such an agreement.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to plan for the eventual full-purpose annexation of the District by the City.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

ARTICLE 1. DEFINITIONS

1.01. Definitions. The terms *Act*, *Agreement*, *City*, *District* and *ETJ* shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

Commercial means all non-residential development, except for developments owned by a tax-exempt entity, a non-profit entity, or a homeowner or property owner association.

Commission means the Texas Commission on Environmental Quality and its successors.

Developer means the entity or entities advancing funds to the District for the design and construction of District facilities and for other legal purposes which advances are subject to reimbursement by the District pursuant to the rules of the Commission.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

Sales and Use Tax means the sales and use tax authorized to be imposed in the District by the Act and TEX. TAX CODE, Chapter 321.

1.02. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by TEX. LOCAL GOV'T CODE, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing of the City. The District's notice of

each hearing was given as required under the Texas Water Code for other district notifications.

ARTICLE 2 ANNEXATION OF THE DISTRICT

2.01. Conditions to annexation. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex any property within District until all of the following conditions have been satisfied, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

a. Ninety percent (90%) of the acreage within the District has been horizontally developed; and

b. The Developer, and its successors and assigns, has been fully reimbursed by the District to the maximum extent permitted by the rules of the Commission or other applicable law for all eligible development and construction costs, all as certified in writing by the Developer to the City.

In addition to satisfaction of the conditions provided above, if the District has bonds, notes or other indebtedness outstanding that are payable for and secured by the District's ad valorem taxes, the City shall not be authorized to annex the District for full purposes unless and until the City is authorized to levy an ad valorem tax on property in the District and is authorized to levy an ad valorem tax in an amount sufficient to pay the assumed District indebtedness.

2.02. Annexation of Commercial property. Notwithstanding Section 2.01, in the event property within the District is developed for Commercial purposes, the City may annex for limited purposes any Commercial property within the District at any time after the effective date of this Agreement, as determined by the City (the "*Annexed Commercial Property*"). The City and the District shall work together to identify Commercial property to be annexed for limited purposes. In the event Commercial property is annexed for limited purposes, the District shall remain in existence, with full powers, and any Annexed Commercial Property shall also remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater, drainage, and roads and parks and recreational facilities, as applicable, and services. The limited purpose annexation of Commercial property is solely for the imposition and collection of the City's Sales and Use Tax within the Annexed Commercial Property to the extent available. The City shall not impose its ad valorem taxes upon any portion of the District property during the period of limited purpose annexation. This annexation provision is

in lieu of any full purpose annexation of Commercial property or annexation of residential property prior to the annexation of the entire District as provided in this Article.

In accordance with TEX. LOCAL GOV'T CODE, Section 43.0751(r)(2), the District consents to noncontiguous annexation of the Annexed Commercial Property.

2.03. Operations prior to full annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement, the District is authorized to exercise all powers and functions of a municipal management district as such powers and functions may be authorized and provided by law, including, without limiting the generality of the foregoing, the power to incur debts, liabilities, or obligations, to construct utility facilities, roads, parks and related improvements, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City, and the exercise of such powers is hereby approved by the City.

2.04. Continuation of the District following full annexation. Upon full purpose annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's systems into the City's systems, following which period the City shall act to abolish the District in accordance with applicable law. If the City has not abolished the District within 120 days after such annexation under Section 2.01, then the District shall be automatically abolished on the 121st day after such annexation. At such time, the City will assume all rights, assets, liabilities, and obligations of the District and the District will not be continued or converted for limited purposes. Upon full purpose annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.05. Attempted incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality, the proposed area shall not be incorporated unless the governing body of the City gives its written consent by Ordinance, and the City shall be entitled to annex that portion the District attempting to incorporate.

ARTICLE 3

LIMITED PURPOSE ANNEXATION OF LAND

3.01. Imposition of the City's Sales and Use Tax. In the event the City elects to annex Commercial property for limited purposes as provided in Section 2.02 of this Agreement, the City shall impose its Sales and Use Tax upon the Annexed Commercial Property pursuant to Subsection (k) of the Act to the extent such imposition does not cause the combined rate of all sales and use taxes imposed by the City and other political subdivisions of the state having territory in the Annexed Commercial Property to exceed two percent (2%) as required by TEX. TAX CODE, §321.101(f). The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate that when added to the combined rate of local sales and use taxes previously adopted by other political subdivisions of the state having territory in the Annexed Commercial Property will equal not more than two percent (2%) or the rate specified under future amendments to Chapter 321 of the TEX. TAX CODE. The Sales and Use Tax shall take effect on the date described in TEX. TAX CODE, §321.102.

3.02. City's Sales and Use Tax Revenue Share. In consideration of the District's adoption of this Agreement, the City agrees to allocate to the District fifty (50%) percent of the gross revenues generated in the Annexed Commercial Property and received by the City through its imposition of Sales and Use Tax.

ARTICLE 4

DEFAULT, NOTICE AND REMEDIES

4.01. Default; notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

- a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

ARTICLE 5 MISCELLANEOUS

5.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Public Records of Nueces County, Texas, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, Section 43.0751(c). In the event of annexation of the District by the City, the Developer shall be considered a third-party beneficiary of this Agreement.

5.02. Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for forty-five (45) years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement shall automatically be extended for successive one-year periods, unless either the City or the District give notice to the other of its intent to terminate prior to any extension term.

5.03. Notice. Any notices or other communications ("*Notice*") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending the same by electronic mail ("*email*") with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Corpus Christi, Texas
1201 Leopard Street
Corpus Texas, Texas 76401
Attn: City Manager

District: Nueces County Improvement District No. 1
c/o Allen Boone Humphries Robinson LLP
919 Congress Avenue, Suite 1500
Austin, Texas 78701
Attn: Paul Harle

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days' written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.05. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.06. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.07. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.08. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Nueces County, Texas.

5.09. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.10. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

5.11. Incorporation of exhibits and other documents by reference. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.12. Effect of state and federal laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

5.13. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

5.14. Recitals. The Parties agreed that the Recitals are true and correct and shall be considered incorporated in the Agreement as if fully set forth herein.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first written above.

CITY OF CORPUS CHRISTI, TEXAS

By: _____
Mayor,
City of Corpus Christi, Texas

ATTEST:

By: _____
City Secretary,
City of Corpus Christi, Texas

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, Mayor of the City of Corpus Christi, Texas, on behalf of said city.

(NOTARY SEAL)

Notary Public, State of Texas

NUECES COUNTY IMPROVEMENT
DISTRICT NO. 1

By: _____
President,
Board of Directors

ATTEST:

By: _____
Secretary,
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, President of the Board of Directors of Nueces County Improvement District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)