

Ordinance annexing a 109.109-acre tract of land located along the south side of FM 2444 (Staples St.), east of CR 43 (Chuck Cazales Blvd.), and west of CR 41 (Gilead Rd.) upon petition by the landowner ZBK, LLC, for the development of a single-family subdivision; approving the related service plan; adding the annexed area to City Council District 5; and rezoning 53.211 acres of the annexed area from the "FR" Farm Rural District to the "RS-22" Single-Family 22 District and establishing the "FR" Farm Rural District on the remaining acreage; providing for a penalty not to exceed \$2,000 and publication.

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

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

WHEREAS, April 28, 2025, the landowners, ZBK, LLC, signed a petition requesting annexation of 109.109 acres out of the south half of Section 30 and the north half of Section 33 of the Laureles Farm Tracts (Tax ID 4250-0030-1012) for the proposed single-family subdivision ("Subject Property");

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. A 109.109-acre tract of land described by metes and bounds in **Exhibit A** and illustrated in **Exhibit B**, generally along the south side of FM 2444, east of CR 43 (Chuck Cazales Blvd.), and west of CR 41 (Gilead Rd.), is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi.

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

SECTION 4. The Unified Development Code ("UDC") and corresponding UDC Zoning Map of the City of Corpus Christi, Texas, are amended by changing the zoning on 53.211 acres, as described in **Exhibit "D"** and shown in **Exhibit "E,"** from the **"FR" Farm Rural District** to the **"RS-22" Single-Family 22 District** and the remaining acreage of the subject property will be zoned **"FR" Farm Rural District.**

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

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

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

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

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

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

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

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

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

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

Introduced and voted on the _____ day of _____, 2026.

PASSED and APPROVED on the _____ day of _____, 2026.

ATTEST:

Paulette Guajardo, Mayor

Rebecca Huerta, City Secretary

EXHIBIT A

STATE OF TEXAS COUNTY OF NUECES

Field notes of a 109.109 acre tract being out of a 157.00 acre tract described in a deed recorded in Document No. 2012025925, Official Records Nueces County, Texas. Said 109.109 acre tract being out of the north half of Section 33 and the south half of Section 30, "Laureles Farm Tracts" as shown on the plat recorded in Volume 3, Page 15, Map Records Nueces County, Texas. Said 109.109 acre tract being more particularly described as follows:

COMMENCING at the intersection of the south right of way of South Staples Street, (A.K.A. Farm to Market 2444), and the center of County Road 41, for the northeast corner of the Mr. W Fireworks Inc. 2.58 acre tract described in a deed recorded in Document No. 2019021302, Official Records Nueces County, Texas, **THENCE** with the common line of the south right of way of South Staples Street and said 2.58 acre tract, South $89^{\circ}11'11''$ West, a distance of 881.79 feet to a 5/8" re-bar set in the south right of way of South Staples Street, in the north line of said 157.00 acre tract, for the upper northeast corner of this survey and for the **POINT OF BEGINNING**.

THENCE across said 157.00 acre tract, and with an inside line of this survey, South $44^{\circ}11'09''$ West, a distance of 21.21 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, South $00^{\circ}48'51''$ East, a distance of 735.00 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North $89^{\circ}11'09''$ East, a distance of 897.07 feet to a 5/8" re-bar set in the east line of said 157.00 acre tract, in the center of County Road 41, in the west line of the Kitty Hawk Development, LTD 298.06 acre tract described in a deed recorded in 2011026100, Official Records Nueces County, Texas, and this survey and for the lower northeast corner of this survey.

THENCE with the common line of the center of County Road 41, said 298.06 acre tract, said 157.00 acre tract, and this survey, South $00^{\circ}50'08''$ East, a distance of 4128.06 feet to a 5/8" re-bar set as an offset in the west line of said 298.06 acre tract, and for the southeast corner of this survey, from **WHENCE** a found concrete monument in the common line of Sections 32 and 33, of said "Laureles Farm Tracts", in the intersection of the centers of County Road 18 and County Road 41, for the northeast corner of the El Casaga LTD. 320 acre tract described in a deed recorded in Document No. 2000027265, Official Records Nueces County, Texas, and for the southeast corner of said 157.00 acre tract, bears South $00^{\circ}50'08''$ East, a distance of 352.11 feet.

THENCE across said 157.00 acre tract and with the south line of this survey, North $49^{\circ}30'01''$ West, a distance of 1765.66 feet to a 5/8" re-bar set in the east line of a 136.139 acre tract surveyed October 8, 2019 by Brister Surveying, in the west line of said 157.00 acre tract, and for the southwest corner of this survey, from **WHENCE** a 5/8" re-bar found in the north line of said 320 acre tract, for the southwest corner of said 157.00 acre tract, for the southeast corner of said 136.139 acre tract, bears South $00^{\circ}50'07''$ East, a distance of 1517.58 feet.

EXHIBIT A

THENCE with the common line of said 136.139 acre tract, said 157.00 acre tract, and this survey, North 00°50'07" West, a distance of 2962.40 feet to a 5/8" re-bar set in the common line of said 157.00 acre tract and said 136.139 acre tract, and for the lower northwest corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North 89°11'09" East, a distance of 358.66 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North 00°48'51" West, a distance of 735.00 feet to a 5/8" re-bar set for an inside corner of this survey.

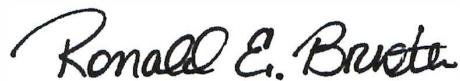
THENCE across said 157.00 acre tract, and with an inside line of this survey, North 45°49'24" West, a distance of 21.22 feet to a 5/8" re-bar set in the north line of said 157.00 acre tract, in the south right of way of South Staples Street, and for the upper northwest corner of this survey, from **WHENCE** a bent iron rod found in the south right of way of South Staples Street, and for the common north corner of said 157.00 acre tract and said 136.139 acre tract, bears South 89°12'32" West, a distance of 344.54 feet.

THENCE with the common line of the south right of way of South Staples Street, said 157.00 acre tract, and this survey, North 89°11'11" East, a distance of 100.01 feet to the **POINT of BEGINNING** of this survey, and containing 109.109 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 (93) 4205 Datum.
- 2.) A Map of equal date accompanies this Metes and Bounds description.
- 3.) Set 5/8" re-bar = steel re-bar set with yellow plastic cap labeled Brister Surveying.

I, Ronald E. Brister do hereby certify that this survey of the property legally described herein was made on the ground this day April 11, 2022 and is correct to the best of my knowledge and belief.



Ronald E. Brister, RPLS No. 5407
Date: April 11, 2022.



Job No. 220606

EXHIBIT C

MUNICIPAL SERVICE PLAN AGREEMENT
FOR A 109.109 ACRE TRACT OF LAND, OUT OF THE NORTH HALF OF SECTION
33 AND THE SOUTH HALF OF SECTION 30, LAURELES FARM TRACTS.

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

WHEREAS, the Landowner has requested that the City consider annexation of a tract of land totaling approximately 109.109 acres of land situated in Nueces County, Texas, as specifically described and attached as **Exhibit A** and survey in **Exhibit B** ("Subject Property"), which is attached hereto and incorporated herein for all purposes;

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

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

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

WHEREAS, the City Council of the City of Corpus Christi, Texas, finds and determines that this Agreement will not provide any fewer services or a lower level of services in the annexation area than were in existence in the annexation area at the time immediately preceding the annexation process. The service agreement will provide the annexed area with a level of service, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

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

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

Section 1. Recitals

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

Section 2. Services to be Provided

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

a. General Municipal Services.

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

(1) Police Protection:

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

(2) Fire Protection:

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

(3) Emergency Medical Service:

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

(4) Solid Waste Collection:

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

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

(5) Water Service:

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

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

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

(6) Wastewater Service:

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

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

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

Water and wastewater service will be provided in accordance with the Corpus Christi Unified Development Code, Utility Department Policies, and engineering standards and provided the service is not within the certificated service area of another utility through existing facilities located within or adjacent to the area. Any and all water or wastewater facilities owned or maintained by the City of Corpus Christi, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Corpus Christi, Texas. Any and all water or wastewater facilities that may be the property of another municipality or other entity shall not be maintained by the City of Corpus Christi unless the facilities are dedicated to and accepted by the City of Corpus Christi. The current water line mains at their existing locations shall be available for point-of-use extension based upon the current City's standard water extension policies now existing or as may be amended.

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

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

The City will maintain public streets over which the City has jurisdiction. Roads, streets or alleyways which are dedicated to and accepted by the City of Corpus Christi, Texas, or which are owned by the City of Corpus Christi, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in the City. Lighting of public roads, streets and alleyways shall be

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

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

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

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

(11) Planning and Zoning Services:

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

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

(12) Other Municipal Services:

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

b. Capital Improvements.

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

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

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

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

In general, the City will acquire control of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and related facilities, such as traffic control devices, within the City limits will be governed by the City's standard policies and procedures.

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

Section 3. Schedule of Services

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

Section 4. Level of Service

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

The City of Corpus Christi will provide services to the newly annexed area in a manner that is similar in type, kind, quantity, and quality of service presently enjoyed by the citizens of the City of Corpus Christi, Texas, who reside in areas of similar topography, land utilization and population density.

Section 5. Vested Rights Claims.

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

Section 6. Effective Term

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

Section 7. Force Majeure

In case of an emergency, such as force majeure as that term is defined in this Agreement, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Agreement as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure for purposes of this Agreement.

Section 8. Legal Construction.

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

Section 9. Amendment and Modifications.

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

Section 10. Effect of Future Laws.

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

Section 11. Venue and Applicable Law.

Venue for this Agreement shall be in Nueces County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 12. Counterparts.

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

Section 13. Entire Agreement

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

Section 14. Binding Effect/Authority

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

CITY OF CORPUS CHRISTI

By: _____
Peter Zanoni,
City Manager

Date: _____

LANDOWNER

By: _____
Amir Zarghooni, Vice President
ZBK, LLC

Date: _____

APPROVED AS TO FORM:

By: _____
Buck Brice
Deputy City Attorney
For the City Attorney

EXHIBIT A:

STATE OF TEXAS
COUNTY OF NUECES

Field notes of a 109.109 acre tract being out of a 157.00 acre tract described in a deed recorded in Document No. 2012025925, Official Records Nueces County, Texas. Said 109.109 acre tract being out of the north half of Section 33 and the south half of Section 30, "Laureles Farm Tracts" as shown on the plat recorded in Volume 3, Page 15, Map Records Nueces County, Texas. Said 109.109 acre tract being more particularly described as follows:

COMMENCING at the intersection of the south right of way of South Staples Street, (A.K.A. Farm to Market 2444), and the center of County Road 41, for the northeast corner of the Mr. W Fireworks Inc. 2.58 acre tract described in a deed recorded in Document No. 2019021302, Official Records Nueces County, Texas, **THENCE** with the common line of the south right of way of South Staples Street and said 2.58 acre tract, South $89^{\circ}11'11''$ West, a distance of 881.79 feet to a 5/8" re-bar set in the south right of way of South Staples Street, in the north line of said 157.00 acre tract, for the upper northeast corner of this survey and for the **POINT of BEGINNING**.

THENCE across said 157.00 acre tract, and with an inside line of this survey, South $44^{\circ}11'09''$ West, a distance of 21.21 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, South $00^{\circ}48'51''$ East, a distance of 735.00 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North $89^{\circ}11'09''$ East, a distance of 897.07 feet to a 5/8" re-bar set in the east line of said 157.00 acre tract, in the center of County Road 41, in the west line of the Kitty Hawk Development, LTD 298.06 acre tract described in a deed recorded in 2011026100, Official Records Nueces County, Texas, and this survey and for the lower northeast corner of this survey.

THENCE with the common line of the center of County Road 41, said 298.06 acre tract, said 157.00 acre tract, and this survey, South $00^{\circ}50'08''$ East, a distance of 4128.06 feet to a 5/8" re-bar set as an offset in the west line of said 298.06 acre tract, and for the southeast corner of this survey, from **WHENCE** a found concrete monument in the common line of Sections 32 and 33, of said "Laureles Farm Tracts", in the intersection of the centers of County Road 18 and County Road 41, for the northeast corner of the El Casaga LTD. 320 acre tract described in a deed recorded in Document No. 2000027265, Official Records Nueces County, Texas, and for the southeast corner of said 157.00 acre tract, bears South $00^{\circ}50'08''$ East, a distance of 352.11 feet.

THENCE across said 157.00 acre tract and with the south line of this survey, North $49^{\circ}30'01''$ West, a distance of 1765.66 feet to a 5/8" re-bar set in the east line of a 136.139 acre tract surveyed October 8, 2019 by Brister Surveying, in the west line of said 157.00 acre tract, and for the southwest corner of this survey, from **WHENCE** a 5/8" re-bar found in the north line of said 320 acre tract, for the southwest corner of said 157.00 acre tract, for the southeast corner of said 136.139 acre tract, bears South $00^{\circ}50'07''$ East, a distance of 1517.58 feet.

EXHIBIT A:

THENCE with the common line of said 136.139 acre tract, said 157.00 acre tract, and this survey, North 00°50'07" West, a distance of 2962.40 feet to a 5/8" re-bar set in the common line of said 157.00 acre tract and said 136.139 acre tract, and for the lower northwest corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North 89°11'09" East, a distance of 358.66 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North 00°48'51" West, a distance of 735.00 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North 45°49'24" West, a distance of 21.22 feet to a 5/8" re-bar set in the north line of said 157.00 acre tract, in the south right of way of South Staples Street, and for the upper northwest corner of this survey, from **WHENCE** a bent iron rod found in the south right of way of South Staples Street, and for the common north corner of said 157.00 acre tract and said 136.139 acre tract, bears South 89°12'32" West, a distance of 344.54 feet.

THENCE with the common line of the south right of way of South Staples Street, said 157.00 acre tract, and this survey, North 89°11'11" East, a distance of 100.01 feet to the **POINT of BEGINNING** of this survey, and containing 109.109 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 (93) 4205 Datum.
- 2.) A Map of equal date accompanies this Metes and Bounds description.
- 3.) Set 5/8" re-bar = steel re-bar set with yellow plastic cap labeled Brister Surveying.

I, Ronald E. Brister do hereby certify that this survey of the property legally described herein was made on the ground this day April 11, 2022 and is correct to the best of my knowledge and belief.



Ronald E. Brister, RPLS No. 5407
Date: April 11, 2022.



Job No. 220606

EXHIBIT B:



SCALE: 1" = 30'

SURVEY OF

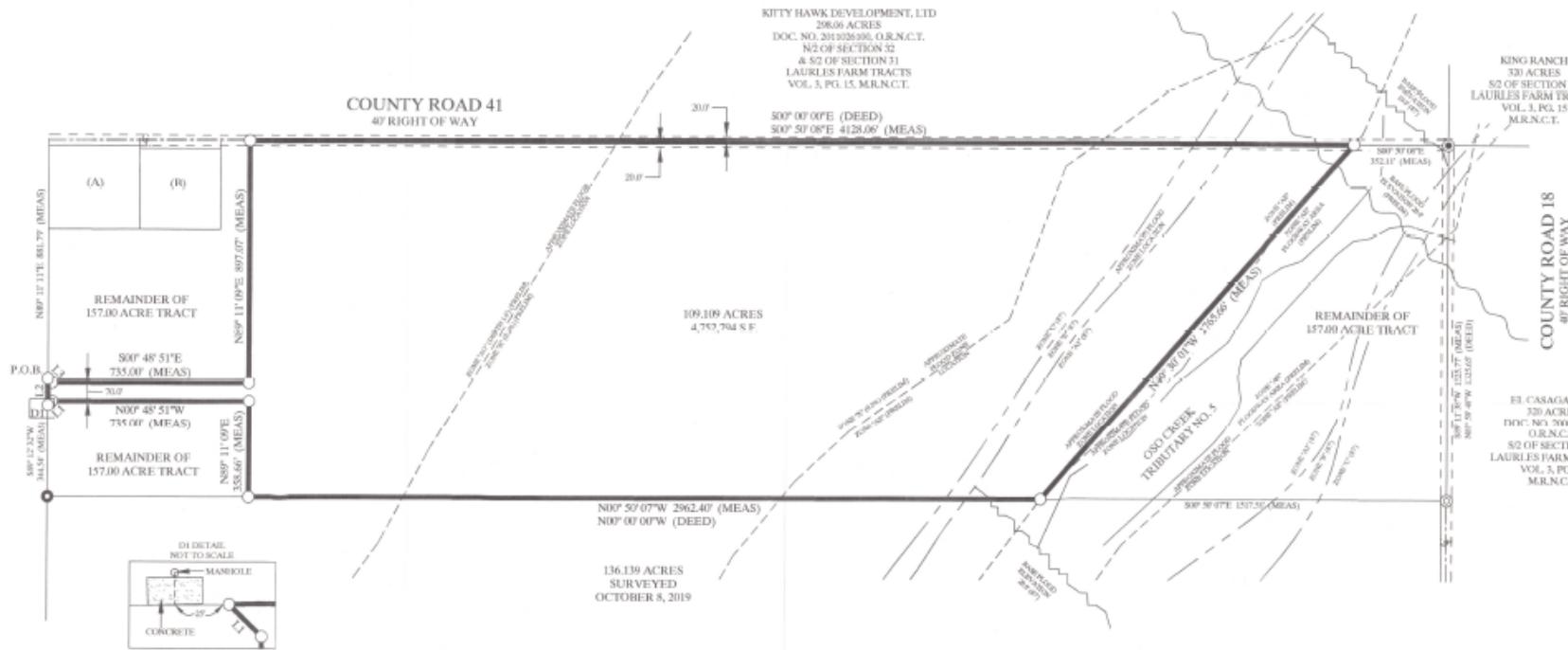
A 109.109 ACRE TRACT BEING OUT OF A 157.00 ACRE TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2012025925, OFFICIAL RECORDS NUECES COUNTY, TEXAS, SAID 109.109 ACRE TRACT BEING OUT OF THE NORTH HALF OF SECTION 33 AND THE SOUTH HALF OF SECTION 30, "LAURELES FARM TRACTS" AS SHOWN ON THE PLAT RECORDED IN VOLUME 3, PAGE 15, MAP RECORDS NUECES COUNTY, TEXAS.



Brister Surveying
4155 South Padre Island Drive, Suite 11
Corpus Christi, Texas 78411
Office: 361-856-1666
Fax: 361-856-1662
bristersurveying@corporatedesk.com
Firm Registration No. 16072808

THIS SURVEY HAS BEEN PERFORMED WITHOUT
THE BENEFIT OF A TITLE COMMITMENT.

SOUTH STAPLES STREET
(A.K.A. FARM TO MARKET 2444)
RIGHT OF WAY VARIES



L1 = N45° 49' 24"W 21.22' (MEAS)

L2 = N89° 11' 11"E 100.01' (MEAS)

L2 = S89° 56' 26"E (DEED)

L3 = S44° 11' 09"W 21.21' (MEAS)

2.58 ACRES
(A) = MR. W FIREWORKS INC.
DOC. NO. 2019021302
O.R.N.C.T.

2.066 ACRES
(B) = CP & L
DOC. NO. 950542
O.R.N.C.T.

- = SET 50° RE-BAR
- = FOUND HENT IRON ROD
- = PROPERTY CORNER NO ACCESS
- = FOUND 58° RE-BAR
- = FOUND CONCRETE MONUMENT

BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED
WITHIN ZONES AE, AO (*SEE NOTE 5*)

& X (0.2% *SEE NOTE 5*)

AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT

MAPS. COMMUNITY PANEL 48583C 0520 G

DATED: (REVISED PRELIMINARY) MAY 30, 2018

AND IS NOT LOCATED IN A DESIGNATED 100 YEAR

FLOOD ZONE WITH A D.E.L. OF 100' - 30'.

BY GRAPHIC PLOTTING ONLY. THIS PROPERTY
IS LOCATED WITHIN ZONE AE, AO, B, C, AND F
AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT
MAPS. COMMUNITY PANEL 48583C 0520 G

DATED: JUNE 4, 1987

AND IS NOT LOCATED IN A DESIGNATED 100 YEAR

FLOOD ZONE WITH A D.E.L. OF 100' - 30'.

NOTES:
1.) TOTAL SURVEYED AREA IS 109.109 ACRES.
2.) MEASURED BEARINGS ARE BASED ON GLOBAL POSITIONING
SYSTEM NAD 83 (92) 432F DATUM.
3.) SET 30' RE-BAR & 58° RE-BAR SET WITH YELLOW PLASTIC
CAP LABELED BRISTER SURVEYING.
4.) METES AND BOUNDS DESCRIPTION OF EQUAL DATE
ACCOMPANIES THIS SURVEY.
5.) AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL
CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR
WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS
PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

6.) FLOOD DEPTHS OF 0.33' TO 1.0' ARE DETERMINED FOR AREAS
ON ALLUVIAL FAN FLOODING; VELOCITIES ALSO DETERMINED.
THIS SURVEY DOES NOT INCLUDE THE
RESEARCH, INVESTIGATION, OR LOCATIONS OF
ALL SERVITUDES, EASEMENTS, RIGHT OF WAYS,
OR UTILITIES ON THE PROPERTY.

I, RONALD E. BRISTER, DO HEREBY CERTIFY
THAT THIS SURVEY OF THE PROPERTY LEGALLY
DESCRIBED HEREIN WAS MADE ON THE
GROUND THIS DAY APRIL 11, 2022 AND IS
COMPLETED TO THE BEST OF MY KNOWLEDGE
AND BELIEF.



Ronald E. Brister
RONALD E. BRISTER, R.P.L.S. NO. 547
APRIL 11, 2022

EXHIBIT D

EXHIBIT "A"

STATE OF TEXAS COUNTY OF NUECES

Field notes of an 53.211 acre tract of land being out of a 109.109 acre tract of land, said 109.109 acre tract also being out of the South one half of Section 30 and the North one half of Section 31 of the Laureles Farm Tracts as recorded in Volume 3, Page 15 of the Map Records of Nueces County, Texas, and as described in a warranty deed with vendor's lien from Marie Françoise Meaney a/k/a Marie F. Meaney, individually and as independent executor of the estate of Michael Theodore Meaney, Deceased , and as trustee of the testamentary trusts created under the last will and testament of Michael Theodore Meaney, Deceased; Mary Helen Cabaud Meaney, Joseph John Meaney, a/k/a Joseph J. Meaney; and Elizabeth Anne Meaney, as trustee of the Therese Marie Meaney Trust, to Z.B.K., LLC as recorded under Document No. 2022031868 of the Official Public Records of Nueces County, Texas. Said 53.211 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod set at the intersection of the centerline of Nueces County Road 41 and the southerly right of way line of Farm to Market Highway 2444, said point bearing South 0° 50' 00" East along the centerline of Nueces County Road 41 and the common boundary line between the South one half of Section 30 and South one half of Section 31 of the Laureles Farm Tracts as recorded in Volume 3, Page 15 of the Map Records of Nueces County, Texas, a distance of 65.00 feet from the intersection of the centerline of Farm to Market Highway 2444 and the centerline of Nueces County Road 41, and being the **POINT OF COMMENCEMENT**;

Thence South 0° 50' 00" East along the centerline of Nueces County Road 41 and the common boundary line between the South on half of Section 30 and South one half of Section 31 of the Laureles Farm Tracts a distance of 734.98 feet to a 5/8 inch diameter iron rod found for the northeast corner of this tract and the **POINT OF BEGINNING**;

Thence South 0° 50' 04" East along the centerline of Nueces County Road 41 and the common boundary line between the South on half of Section 30 and South one half of Section 31 of the Laureles Farm Tracts a distance of 1753.19 feet to a 5/8 inch diameter iron set for the southeast corner of this tract;

THENCE South 89° 09' 52" West, at 50.00 feet passing a 5/8 inch iron rod set in the future Nueces County Road 41 westerly right of way line, in all a distance of 300.00 feet to a 5/8 inch iron rod set for an interior corner of this tract;

THENCE North 0° 50' 08" West a distance of 79.17 feet to a 5/8 inch iron rod set for an interior corner of this tract;

THENCE South 89° 11' 10" West a distance of 776.75 feet to a 5/8 inch iron rod set for an interior corner of this tract;

THENCE South 0° 50' 07" East a distance of 88.07 feet to a 5/8 inch iron rod set for an interior corner of this tract;

THENCE South 89° 12' 25" West a distance of 249.00 feet to a 5/8 inch iron rod set in the common westerly boundary of this tract and easterly boundary of a 74.468 acre tract described in a warranty deed with vendor's lien from Cypress Point Capital, LLC to Four Babba Enterprise, LLC as recorded under Document No. 2016031077 of the Official Public Records of Nueces County, Texas, for the southwest corner of this tract;

THENCE North 0° 50' 07" West along the common westerly boundary of this tract and easterly boundary of a 74.468 acre tract described in a warranty deed with vendor's lien from Cypress Point Capital, LLC to Four Babba Enterprise, LLC as recorded under Document No. 2016031077 of the Official Public Records of Nueces County, Texas, a distance of 1762.06 feet to a 5/8 inch iron rod found for the northwest corner of this tract;

THENCE North 89° 11' 09" East along the northerly boundary of this tract a distance of 358.66 feet to a 5/8 inch iron rod found for an interior corner of this tract;

THENCE North 0° 48' 33" West a distance of 735.00 feet to a 5/8 inch iron rod found for an interior corner of this tract;

THENCE North 45° 53' 39" West a distance of 21.24 feet to a 5/8 inch iron rod found in the southerly right of way line of Farm to Market Highway 2444 for an exterior corner of this tract;

THENCE North 89° 10' 55" East along the southerly right of way line of Farm to Market Highway 2444 a distance of 100.00 feet to a 5/8 inch iron rod found for an exterior corner of this tract;

THENCE South 44° 12' 12" West a distance of 21.22 feet to a 5/8 inch iron rod found for an interior corner of this tract;

THENCE South 0° 48' 51" East a distance of 735.00 feet to a 5/8 inch iron rod found for an interior corner of this tract;

THENCE North 89° 10' 48" East along the northerly boundary of this tract, at 847.07 feet passing a 5/8 inch iron rod set in the future westerly right of way line of Nueces County Road 41, in all a distance of 897.07 feet to the to the **POINT OF BEGINNING**, and containing 53.211 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 Zone 4205 Datum
- 2.) A map of equal date accompanies this Metes and Bounds description.

I, Fred C. Hayden, Jr., do hereby certify that this survey of the property legally described herein was made on the ground this 30th day of September, 2025, and is correct to the best of my knowledge and belief.

Fred C. Hayden, Jr.

Fred C. Hayden, Jr., RPLS No. 4486



EXHIBIT E

