

Resolution authorizing an Interlocal Agreement between Nueces County and the City of Corpus Christi regarding transfer, assignment and conveyance of drainage easement appurtenant and right of way.

Whereas, in a document recorded on January 12, 2021 as Instrument Number 2021001668 in the official public records of Nueces County, Texas, Nueces County, as Grantee, obtained a Drainage Easement Appurtenant and Right of Way from Moses Mostaghasi, MPM Homes, Inc., as Grantors, a copy of which is attached hereto as "Exhibit A to Agreement;

WHEREAS, said Drainage Easement Appurtenant and Right of Way is located in the area in and between the Kings Landing Subdivision and the London Towne Subdivision, and comprises an 8.825 acre tract of land, more or less, for drainage easement purposes;

WHEREAS, said Drainage Easement Appurtenant and Right of Way lies within areas annexed by City:

WHEREAS, County Commissioners Court has authorized the County Judge to execute all necessary documents to transfer, assign, and convey said Drainage Easement Appurtenant and Right of Way to City; and

WHEREAS, said Drainage Easement Appurtenant and Right of Way will be used by City for purposes that benefit the public, namely for drainage and flood prevention and control.

Now therefore, be it ordained by the City Council of the City of Corpus Christi, Texas:

SECTION 1. The City Manager or designee is authorized to execute an Interlocal Agreement, in compliance with Chapter 791 of the Government Code, between Nueces County and the City of Corpus Christi regarding transfer, assignment and conveyance of drainage easement appurtenant and right of way.

SECTION 2. The City Manager or designee is authorized to execute all documents necessary to accept the transfer, assignment and conveyance of drainage easement appurtenant and right of way per the Interlocal Agreement

PASSED AND APPROVED on the _____ day of _____, 2022:

Paulette M. Guajardo _____

Roland Barrera _____

Gil Hernandez _____

Michael Hunter _____

Billy Lerma _____

John Martinez _____

Ben Molina _____

Mike Pusley _____

Greg Smith _____

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN NUECES COUNTY AND THE CITY OF CORPUS CHRISTI
REGARDING TRANSFER, ASSIGNMENT, AND CONVEYANCE OF DRAINAGE
EASEMENT APPURTENANT AND RIGHT OF WAY**

This Interlocal Cooperation Agreement is made and entered by and between the County of Nueces, State of Texas, hereinafter referred to as "County", and the City of Corpus Christi, a Texas home-rule municipal corporation, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, in a document recorded on January 12, 2021 as Instrument Number 2021001668 in the official public records of Nueces County, Texas, County, as Grantee, obtained a Drainage Easement Appurtenant and Right of Way from Moses Mostaghasi, MPM Homes, Inc., as Grantors, a copy of which is attached hereto as "Exhibit A;"

WHEREAS, said Drainage Easement Appurtenant and Right of Way is located in the area in and between the Kings Landing Subdivision and the London Towne Subdivision, and comprises an 8.825 acre tract of land, more or less, for drainage easement purposes;

WHEREAS, said Drainage Easement Appurtenant and Right of Way lies within areas annexed by City:

WHEREAS, County Commissioners Court has authorized the County Judge to execute all necessary documents to transfer, assign, and convey said Drainage Easement Appurtenant and Right of Way to City; and

WHEREAS, said Drainage Easement Appurtenant and Right of Way will be used by City for purposes that benefit the public, namely for drainage and flood prevention and control.

NOW THEREFORE, this contract is made and entered into by County and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("the Agreement"):

1. **PURPOSE OF AGREEMENT**

The purpose of the Agreement is to transfer, assign, and convey the Drainage Easement Appurtenant and Right of Way from County to City.

2. **DUTIES OF THE COUNTY**

County agrees to execute all documents necessary to transfer, assign, and convey, for all purposes, any and all of its legal interests in the Drainage Easement Appurtenant and Right of Way, as shown in Exhibit A, to City and, upon approval and execution of such documents by both parties, will cause the same to be filed with the

Nueces County Clerk among the property records in the official public records of Nueces County, Texas.

3. **DUTIES OF THE CITY**

A. City agrees to execute all documents necessary to accept the transfer, assignment, and conveyance of the Drainage Easement Appurtenant and Right of Way, as shown in Exhibit A, from County.

B. In exchange for, and in mutual consideration of, the transfer, assignment, and conveyance of the Drainage Easement Appurtenant and Right of Way from County to City, City agrees to accept, for all purposes, responsibility for and maintenance of the Drainage Easement Appurtenant and Right of Way.

4. **NO WAIVER OF GOVERNMENTAL IMMUNITY**

County and City agree that nothing contained in this Agreement shall constitute a waiver of any sovereign governmental immunity available to either County or City under Texas law, or the waiver of any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. Neither party shall incur any debts or obligations on the credit of the other party.

5. **NO THIRD-PARTY BENEFICIARIES.** No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

6. **VENUE**

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

7. **NONDISCRIMINATION**

The parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

8. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between County and City hereto and may not be modified or amended.

9. **SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable,

the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

10. DEFAULT/WAIVER/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. APPROVAL

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Nueces and the City of Corpus Christi in the manner provided by law.

CITY OF CORPUS CHRISTI

By: _____
Albert J. Raymond III, AIA, CBO
Director of Development Services

Date: _____


ATTEST:

By: _____
Rebecca Huerta
City Secretary

APPROVED AS TO FORM:


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

NUECES COUNTY

By: 
Barbara Canales
Nueces County Judge

Date: March 10, 2021

ATTEST:

By: 
Kara Sands
Nueces County Clerk

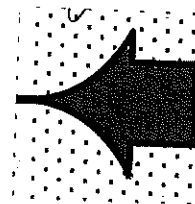
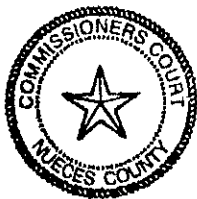


EXHIBIT A

**[Nueces County Official Public Records Instrument Number 2021001668]
[Drainage Easement Appurtenant and Right of Way]
[7 following pages]**



VG-67-2021-2021001668

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2021001668

Official Public Records

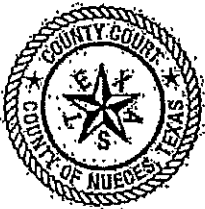
EASEMENT

Recorded On: January 12, 2021 09:02 AM

Number of Pages: 7

"Examined and Charged as Follows:"

Total Recording: \$0.00



STATE OF TEXAS

Nueces County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands
Nueces County Clerk
Nueces County, TX

Kara Sands

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2021001668

Receipt Number: 20210112000033

Recorded Date/Time: January 12, 2021 09:02 AM

User: Regina C

Station: OLERK03

Record and Return To:

RTC-DOUG/LEGAL AIDE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER, OR YOUR DRIVER'S LICENSE NUMBER.

DRAINAGE EASEMENT APPURTENANT AND RIGHT OF WAY

That Moses Mostaghani, MPM Homes Inc., 6722 Brockhampton St., Corpus Christi, TX 78414 ("Grantors"), whether one or more persons, in consideration of Two Hundred Thousand and NO/100 Dollars (\$200,000.00), and other valuable consideration paid by Nueces County, Texas, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, do hereby grant, sell, convey, and warrant to Nueces County, Texas, whose address is 901 Leopard Street, Corpus Christi, Texas 78401-3606 ("Grantee") and its successors, assigns, lessees and tenants, a permanent easement appurtenant and right of way ("Easement") for the purpose of constructing and maintaining a drainage ditch and appurtenant equipment and fixtures, being in, on, over, under, through and across the following described lands (hereafter called "Easement Area") of the Grantors, situated in Nueces County, State of Texas:

Tract Description: an 8.825 acre tract of land, more or less, for drainage easement, a portion of a 293.041 acre tract of land described by deed recorded at Document No. 2019035726, Official Records, Nueces County, Texas.

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

GRANTORS FURTHER GRANT AND CONVEY the right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, a drainage ditch and all other appurtenant equipment and fixtures, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted. In addition, the Grantors convey the right of unobstructed ingress and egress, at any and all times, over, across, under, along and upon the Easement Area, and the adjoining lands of Grantors as may be necessary for access to and from the Easement Area for the above referenced purposes.

The failure of GRANTEE to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

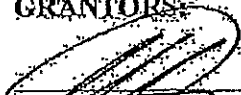
TO HAVE AND TO HOLD the Easement Area unto the Grantee for the purposes herein set forth; Grantor hereby binds itself and Grantors' heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

THIS INSTRUMENT IS EXECUTED BY

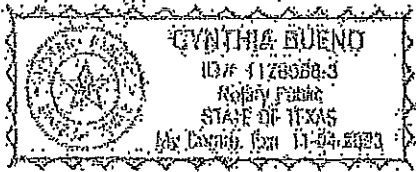
GRANTORS:

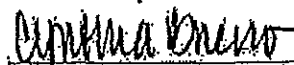

Moses Mostaghani,
MEM Homes Inc.

State of Texas

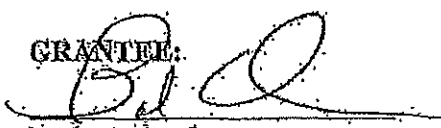
Nueces County

This instrument was acknowledged before me on this 17 day of December, 2020 by
Moses Mostaghani.




Notary Public, State of Texas
Commission expires: _____

GRANTEE:


Barbara Canales,
County Judge
Nueces County, State of Texas

State of Texas

Nueces County

This instrument was acknowledged before me on this ___ day of _____, 20__ by
Barbara Canales, the County Judge of Nueces County, Texas, a political subdivision of the State
of Texas, on behalf of said political subdivision.



Attest:



Kara Sands
Nueces County Clerk

Notary Public, State of Texas
Commission expires: _____

Exhibit "A"

MURRAY BASS, JR., P.E., R.P.L.S.
NIXON M. WELSH, P.E., R.P.L.S.
www.bass-welsh.com

3054 S. ALAMEDA, ZIA 78404
361 882-5521 - FAX 361 882-6255
e-mail: murrayj@acfl.com
e-mail: nixonm1@gmail.com

BASS & WELSH ENGINEERING
Engineering Firm Reg. No. 11-52
Surveying Firm Reg. No. 100027-00
P.O. Box 6397
Corpus Christi, TX 78466-6397

November 24, 2020
18068-M&B-DE.doc

Drainage Easement

STATE OF TEXAS §
COUNTY OF NUECES §

Description of an 8.825 acre tract of land, more or less, for drainage easement, a portion of a 293.041 acre tract of land described by deed recorded at Document No. 2019035726, Official Records, Nueces County, Texas, said 8.825 acre tract of land for drainage easement as further described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in drainage ditch under water for the northeast corner of a 25.00 acre tract of land described by deed recorded at Document No. 2008018783, said official records and upper southeast corner of said 293.041 acre tract, said beginning point for the southeast corner of the tract herein described;

THENCE along the common upper south boundary line of said 293.041 acre tract and north boundary line of said 25.00 acre tract S89°08'51"W 55.00' to a 5/8" iron rod set for the southwest corner of the tract herein described;

THENCE N01°00'04"W 2999.86' along a line 55.00' west of and parallel to the east boundary line of said 293.041 acre tract to a 5/8" iron rod set for central interior westerly corner of the tract herein described;

THENCE S88°59'56"W 20.00' to a point for central westerly corner of the tract herein described;

THENCE N01°00'04"W 412.14' along a line 75.00' west of and parallel to said east boundary line of 293.041 acre tract to a 5/8" iron rod set for interior central westerly corner of the tract herein described;

THENCE S88°59'56"W 25.00' to a point for central westerly corner of the tract herein described;

THENCE N01°00'04"W 1904.40' along a line 100.00' west of and parallel to the west boundary line of a 145.50 acre tract of land described by deed recorded at Document No. 1997034879, said official records, to a 5/8" iron rod set in the south bank of the Oso Creek for the northwest corner of the tract herein described;

THENCE along said south bank of Oso Creek S69°52'48"E 107.20' to a 5/8" iron rod set at the point of intersection of said south bank of Oso Creek and the west boundary line of said 145.50 acre tract for the northeast corner of the tract herein described;

THENCE S01°00'04"E 5277.91' along said west boundary line of 145.50 acre tract and along the west boundary line of a 55' wide x 3.969 acre drainage easement described by deed recorded at Document No. 2020036456, said official records, to the POINT OF BEGINNING, a sketch showing said 8.825 acre tract being attached hereto as Exhibit "B".

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

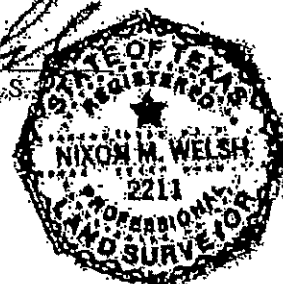


EXHIBIT "A"

SOUTH BANK
OF BISH CREEK

S69°52'40"E 107.20'

8.825 AC.
DRAINAGE
EASEMENT

145.50 AC. TRACT,
D.C. NO. 1997034379,
I. R.

N01°00'04"W 1904.40'

100'

S88°59'56"W
25.00'

75'

N01°00'04"W
412.14'

S88°59'56"W
20.00'

55' WIDE X 3,969 ACRE
DRAINAGE EASEMENT, D.C.
NO. 2020036456, I. R.

55'

151'

149.126 ACRE TRACT, I.L.
D.C. NO. 2015001159,
I. R., BILL BROWN ET AL

S01°00'04"E 527.91'

N03°00'04"W 2399.86'

EXHIBIT "B" SKETCH TO
ACCOMPANY METES AND
BOUNDS DESCRIPTION

1" = 600'



SCALE: 1" = 600'

NOTE: SET 5/8" I. R. AT ALL CORNERS
UNLESS SHOWN OTHERWISE

8.825
AC. DRAINAGE
EASEMENT

PROPERTY LINE

S89°08'51"W 55.00'

25.00 AC. TRACT, D.C.,
NO. 2008018783,
I. R., LISD

20.00 AC. TRACT, D.C. NO.
2005027456, I. R., LONDON
IND. SCH DIST.

BASS AND WELSH ENGINEERING
CORPUS CHRISTI, TX
SURVEY REG. NO. 100827-00,
TX ENGINEERING REG. NO. F-52,
FILE: EXB-DE, JOB NO. 18068,
SCALE: 1" = 600'
PLOT SCALE SAME, PLOT DATE:
11/24/20, SHEET 3 OF 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**TRANSFER, ASSIGNMENT, AND CONVEYANCE OF
DRAINAGE EASEMENT APPURTENANT AND RIGHT OF WAY**

THAT, Nueces County, Texas, whose principal address is 901 Leopard Street, Corpus Christi, Texas 78401 ("Grantor"), whether one or more persons, in exchange for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, DOES HEREBY TRANSFER, ASSIGN, AND CONVEY to the City of Corpus Christi, a Texas home-rule municipal corporation, whose principal address is 1201 Leopard Street, Corpus Christi, Texas 78401 ("Grantee") and its successors and assigns, any and all of Grantor's legal interests in a permanent drainage easement appurtenant and right of way ("Easement") for the purpose of constructing and maintaining a drainage ditch and appurtenant equipment and fixtures, being in, on, over, under, through and across the following described easement interest of the Grantor, situated in Nueces County, State of Texas:

Tract Description: an 8.825 acre tract of land, more or less, described by easement recorded as Instrument Number 2021001668 in the Official Records of Nueces County, Texas, for drainage easement. Said tract of land being a portion of a 293.041 acre tract of land described by deed recorded at Document No. 2019035726 in the Official Records, Nueces County, Texas.

A copy of said Easement is attached hereto as "Exhibit to Transfer, Assignment, and Conveyance."

This instrument contains the complete agreement, expressed or implied between the parties herein, and shall inure to the benefit of and be binding on their respective successors and assigns.

TO HAVE AND TO HOLD the Easement unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's successors and assigns.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures

THIS INSTRUMENT IS EXECUTED BY

GRANTOR:

Barbara Canales
Barbara Canales,
Nueces County Judge

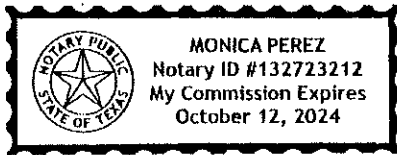


Attest:

Kara Sands
Kara Sands
Nueces County Clerk

State of Texas §
 §
County of Nueces §

This instrument was acknowledged before me on this 10th day of March, 2021 by Barbara Canales, the County Judge of Nueces County, Texas, a political subdivision of the State of Texas, on behalf of said political subdivision.



Monica Perez
Notary Public, State of Texas
Commission expires: October 12, 2024

GRANTEE:

Albert Raymond III, AIA, CBO
Director of Development Services
City of Corpus Christi, Texas

State of Texas §
 §
Nueces County §

This instrument was acknowledged before me on this ___ day of _____, 2021 by Albert Raymond III, the Director of Development Services of the City of Corpus Christi, Texas Nueces County, Texas, a Texas home-rule municipal corporation, on behalf of said municipality.

Notary Public, State of Texas
Commission expires: _____

APPROVED AS TO LEGAL FORM:

Buck Brice
Assistant City Attorney
for the City Attorney

[Exhibit to Transfer, Assignment, and Conveyance]

[7 following pages]



VG-67-2021-2021001668

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2021001668

Official Public Records

EASEMENT

Recorded On: January 12, 2021 09:02 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$0.00



STATE OF TEXAS

Nueces County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands
Nueces County Clerk
Nueces County, TX

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2021001668
Receipt Number: 20210112000033
Recorded Date/Time: January 12, 2021 09:02 AM
User: Regina C
Station: CLERK03

Record and Return To:

RTC-DOUG/LEGAL AIDE

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DRAINAGE EASEMENT APPURTENANT AND RIGHT OF WAY

That Moses Mostaghasi, MPM Homes Inc., 6722 Brockhampton St., Corpus Christi, TX 78414 ("Grantors"), whether one or more persons, in consideration of Two Hundred Thousand and NO/100 Dollars (\$200,000.00), and other valuable consideration paid by Nueces County, Texas, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, do hereby grant, sell, convey, and warrant to Nueces County, Texas, whose address is 901 Leopard Street, Corpus Christi, Texas 78401-3606 ("Grantee") and its successors, assigns, lessees and tenants; a permanent easement appurtenant and right of way ("Easement") for the purpose of constructing and maintaining a drainage ditch and appurtenant equipment and fixtures, being in, on, over, under, through and across the following described lands (hereafter called "Easement Area") of the Grantors, situated in Nueces County, State of Texas:

Tract Description: an 8.825 acre tract of land, more or less, for drainage easement, a portion of a 293.041 acre tract of land described by deed recorded at Document No. 2019035726, Official Records, Nueces County, Texas

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

GRANTORS FURTHER GRANT AND CONVEY the right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, a drainage ditch and all other appurtenant equipment and fixtures; together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted. In addition, the Grantors convey the right of unobstructed ingress and egress, at any and all times, over, across, under, along and upon the Easement Area, and the adjoining lands of Grantors as may be necessary for access to and from the Easement Area for the above referenced purposes.

The failure of GRANTEE to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

TO HAVE AND TO HOLD the Easement Area unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantors' heirs, executors, administrators, successors and assigns to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

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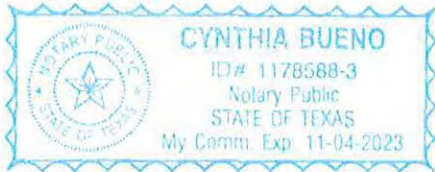
THIS INSTRUMENT IS EXECUTED BY

GRANTORS:

[Signature]
Moses Mostaghasi,
MPM Homes Inc.

State of Texas §
 §
Nueces County §

This instrument was acknowledged before me on this 17 day of December, 2020 by
Moses Mostaghasi.



[Signature]
Notary Public, State of Texas
Commission expires: _____

GRANTEE:

[Signature]
Barbara Canales,
County Judge
Nueces County, State of Texas

State of Texas §
 §
Nueces County §

This instrument was acknowledged before me on this ___ day of _____, 20__ by
Barbara Canales, the County Judge of Nueces County, Texas, a political subdivision of the State
of Texas, on behalf of said political subdivision.

Notary Public, State of Texas
Commission expires: _____



Attest:
[Signature]
Kara Sands
Nueces County Clerk

Exhibit "A"

BASS & WELSH ENGINEERING
Engineering Firm Reg. No. F-52
Surveying Firm Reg. No. 100027-00
P.O. Box 6397
Corpus Christi, TX 78466-6397

November 24, 2020
18068-M&B-DE.doc

Drainage Easement

STATE OF TEXAS §

COUNTY OF NUECES §

Description of an 8.825 acre tract of land, more or less, for drainage easement, a portion of a 293.041 acre tract of land described by deed recorded at Document No. 2019035726, Official Records, Nueces County, Texas, said 8.825 acre tract of land for drainage easement as further described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in drainage ditch under water for the northeast corner of a 25.00 acre tract of land described by deed recorded at Document No. 2008018783, said official records and upper southeast corner of said 293.041 acre tract, said beginning point for the southeast corner of the tract herein described;

THENCE along the common upper south boundary line of said 293.041 acre tract and north boundary line of said 25.00 acre tract S89°08'51"W 55.00' to a 5/8" iron rod set for the southwest corner of the tract herein described;

THENCE N01°00'04"W 2999.86' along a line 55.00' west of and parallel to the east boundary line of said 293.041 acre tract to a 5/8" iron rod set for central interior westerly corner of the tract herein described;

THENCE S 88°59'56" W 20.00' to a point for central westerly corner of the tract herein described;

THENCE N01°00'04"W 412.14' along a line 75.00' west of and parallel to said east boundary line of 293.041 acre tract to a 5/8" iron rod set for interior central westerly corner of the tract herein described;

THENCE S88°59'56"W 25.00' to a point for central westerly corner of the tract herein described;

THENCE N01°00'04"W 1904.40' along a line 100.00' west of and parallel to the west boundary line of a 145.50 acre tract of land described by deed recorded at Document No. 1997034379, said official records, to a 5/8" iron rod set in the south bank of the Oso Creek for the northwest corner of the tract herein described;

THENCE along said south bank of Oso Creek S69°52'48"E 107.20' to a 5/8" iron rod set at the point of intersection of said south bank of Oso Creek and the west boundary line of said 145.50 acre tract for the northeast corner of the tract herein described;

THENCE S01°00'04"E 5277.91' along said west boundary line of 145.50 acre tract and along the west boundary line of a 55' wide x 3.969 acre drainage easement described by deed recorded at Document No. 2020036456, said official records, to the **POINT OF BEGINNING**, a sketch showing said 8.825 acre tract being attached hereto as Exhibit "B".

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



EXHIBIT "A"

SOUTH BANK
OF USO CREEK

S69° 52' 48" E 107.20'

8.825 AC.
DRAINAGE
EASEMENT

145.50 AC. TRACT,
D.C. NO. 1997034379,
D. R.

N01° 00' 04" W 1904.40'

100'

S88° 59' 56" W
25.00'

75'

N01° 00' 04" W
412.14'

S88° 59' 56" W
20.00'

55' WIDE X 3.969 ACRE
DRAINAGE EASEMENT, D.C.
NO. 2020036456, D. R.

55'

55'

118.126 ACRE TRACT II,
D.C. NO. 2015011169,
D. R., BILL BROWN ET AL

S01° 00' 04" E 5277.91'
N01° 00' 04" W 2999.86'

EXHIBIT "B" SKETCH TO
ACCOMPANY METES AND
BOUNDS DESCRIPTION

1" = 600'



SCALE: 1" = 600'

NOTE: SET 5/8" I. R. AT ALL CORNERS
UNLESS SHOWN OTHERWISE

8.825
AC. DRAINAGE
EASEMENT

PROPERTY LINE

S89° 08' 51" W 55.00'

25.00 AC. TRACT, D.C.
NO. 2008018783,
D. R., LISD

20.00 AC. TRACT, D.C. NO.
2005027456, D. R., LONDON
IND. SCH DIST.

BASS AND WELSH ENGINEERING
CORPUS CHRISTI, TX
SURVEY REG. NO. 100027-00,
TX ENGINEERING REG. NO. F-52,
FILE: EXB-DE, JOB NO. 18068,
SCALE: 1" = 600'
PLOT SCALE: SAME, PLOT DATE:
11/24/20, SHEET 1 OF 1