

Annexation and Zoning Case ZN8575 HUT Enterprises, LLC (District 3). Ordinance annexing a 12.778-acre tract of land comprised of a 2.194-acre tract of land per owner petition, located at the southwest corner of FM 43 and SH 286, and the abutting 10.58-acre section of FM 43; approving the related service plan; adding the annexed area to City Council District 3; rezoning the 2.194 acres from the “FR” Farm Rural District to the “CG-2” General Commercial District; and 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, on November 13, 2024, the landowner, HUT Enterprises, LLC, signed a petition requesting annexation of 2.194 acres of land out of a 143.198-acre tract out of the north half of the north half (north quarter) of Section 4, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records, Nueces County, Texas, (“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, the City Council finds that a 4,610.45 linear-foot section (10.58 acres) of FM 43 located between the Subject Property’s eastern boundary and the western boundary of London Pirate Road is contiguous and runs parallel to the municipality’s boundaries, and is contiguous to the Subject Property being annexed by landowner petition;

WHEREAS, written notice has been sent to the Texas Department of Transportation for annexation of an approximately 4,610.45 linear-foot section (10.58 acres) section of FM 43 pursuant to Texas Local Government Code §43.1056;

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 Subject Property 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 upon annexation of FM 43;

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

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

WHEREAS, the area being annexed has no residence and is contiguous to City Council District 3;

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 12.778-acre tract of land described by metes and bounds in **Exhibit A** and illustrated in **Exhibit B**, 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 2.194 acres, as described in **Exhibit “D”** and shown in **Exhibit “E,”** from the **“FR” Farm Rural District** to the **“CG-2” General Commercial 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 #3 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 _____, 2025.

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

ATTEST:

Paulette Guajardo, Mayor

Rebecca Huerta, City Secretary

EXHIBIT A

STATE OF TEXAS COUNTY OF NUECES

Field Notes of 12.778 acre tract comprised of a 2.194 acre tract described in a deed recorded in Document No. 2024034813, Deed Records Nueces County, Texas and a 10.58 acre portion of Farm to Market 43, for the sole purposes of annexation. Said 12.778 acre tract also being out of the "R. De Ynojosa" Survey, Abstract - 411, Nueces County, Texas. Said 12.778 acre tract being more particularly described as follows:

BEGINNING at a right of way monument in the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286 (a.k.a. Crosstown Expressway), for the northeast corner of said 55.28 acre tract, for the northeast corner of said 2.19 acre tract, and for an outside corner of this survey.

THENCE with the common line of the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286, said 55.28 acre tract and this survey, South $42^{\circ}00'58''$ East, a distance of 65.73 feet to a point in the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286, for the point of curvature of a curve to the left with a radius of 4,068.90 feet, for an outside corner of said 55.28 acre tract and for an outside corner of this survey, from **WHENCE** a right of way monument found 0.84 feet to the right.

THENCE with the common curve of the west right of way of State Highway 286, said curve to the left, said 55.28 acre tract and this survey, a chord bearing of South $05^{\circ}37'02''$ West, a chord distance of 216.92 feet, and a total arc length of 216.95 feet to a 5/8" re-bar set in the west right of way of State Highway 286, in the east curve of said 55.28 acre tract, and for the southeast corner of this survey.

THENCE with the south line of this survey, South $89^{\circ}12'44''$ West, a distance of 351.17 feet to a 5/8" re-bar set for the southwest corner of this survey.

THENCE with the common line of said 2.19 acre tract and this survey, North $00^{\circ}47'16''$ West, a distance of 265.00 feet to a 5/8" re-bar previously set in the south right of way of Farm to Market 43, for the northwest corner of said 2.19 acre portion of this annexation and for an inside corner of this survey., from **WHENCE** a right of way monument found in the south right of way of Farm to Market 43, in the north line of said 2.19 acre tract, bears North $89^{\circ}12'44''$ East, a distance of 22.53 feet.

THENCE with the common line of the south right of way of Farm to Market 43 and this survey, South $89^{\circ}12'46''$ West, at a distance of 1477.30 feet pass a right of way monument found in the south right of way of Farm to Market 43, at a distance of 3004.83 feet pass a brass monument found at the intersection of the south right of way of Farm to Market 43 and the east right of way Salevan Drive, for the northwest corner of the 2.00 acre "Newberry" tract described in a deed recorded in Document No. 2023015175, Deed Records Nueces County, Texas, and in all a total distance of 4278.36 feet to a point for the northeast corner of the "Lone Star" 2.00 acre tract described in a deed recorded in Document No. 2024002109, Deed Records Nueces County, Texas, and for an outside corner of this survey.

THENCE with the west line of this survey, North 00°48'37" West, across Farm to Market 43, a distance of 100.00 feet to a point in the north right of way of Farm to Market 43, in the south line of a 89.90 acre tract described in a deed recorded in Document No. 2021016969, Deed Records Nueces County, Texas, and for the northwest corner of this survey.

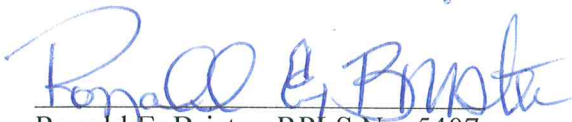
THENCE with the common line of the north right of way of Farm to Market 43, said 89.90 acre tract and this survey, North 89°12'46" East a distance of 4,610.45 feet to a point for the intersection of the north right of way of Farm to Market 43, and the west right of way of State Highway 286, for the southeast corner of said 89.90 acre tract and for the northeast corner of this survey.

THENCE with an inside line of this survey, South 00°47'14" East, across Farm to Market 43, a distance of 100.00 feet to a concrete monument found in the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286, for the northeast corner of said 55.28 acre tract, for the northeast corner of said 2.19 acre tract, and the **POINT of BEGINNING** of this tract, and containing 12.778 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 = 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 March 28, 2024 and is correct to the best of my knowledge and belief.



Ronald E. Brister, RPLS No. 5407

Date: February 14, 2025

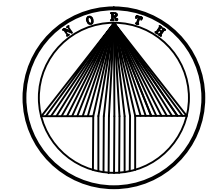


Job No. 250230

EXHIBIT B

SURVEY OF

A 12.778 ACRE TRACT COMPRISED OF A 2.194 ACRE TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2024034813, DEED RECORDS NUECES COUNTY, TEXAS AND A 10.58 ACRE PORTION OF FARM TO MARKET 43, FOR THE SOLE PURPOSE OF ANNEXATION. SAID 12.778 ACRE TRACT ALSO BEING OUT OF THE "R. DE YNOJOSA" SURVEY, ABSTRACT - 411, NUECES COUNTY, TEXAS.

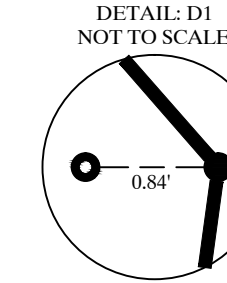


SCALE 1" = 200'



Brister Surveying

5506 Cain Drive
Corpus Christi, Texas 78411
Office 361-850-1800
Fax 361-850-1802
bristersurveying@corpus.twcbe.com
Firm Registration No. 10072800

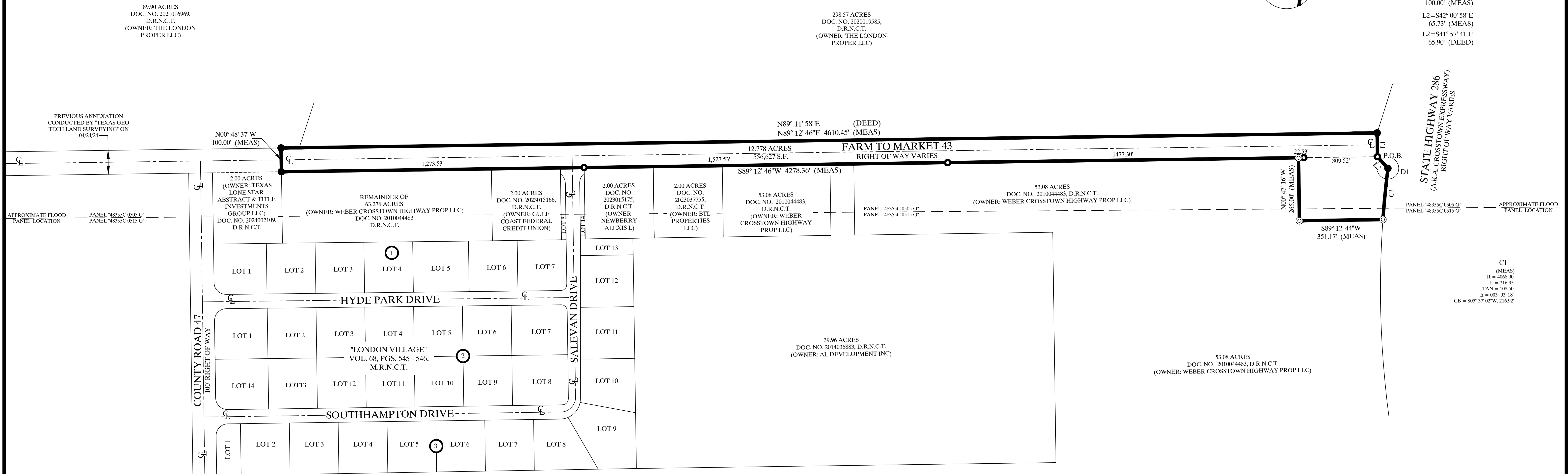


DETAIL: D1
NOT TO SCALE

L1=800° 47' 14"E
100.00' (MEAS)
L2=S42° 00' 58"E
65.73' (MEAS)
L2=S41° 57' 41"E
65.90' (DEED)

STATE HIGHWAY 286
(A.K.A. CROSSTOWN EXPRESSWAY)
RIGHT OF WAY VARIES

C1
(MEAS)
R = 4068.90'
L = 216.95'
TAN = 108.50'
Δ = 00° 03' 18"
CB = 305° 37' 02"W, 216.92'



BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED WITHIN ZONE X AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT MAPS COMMUNITY PANELS 48355C 0505 G & 48355C 0515 G DATED OCTOBER 13, 2022 AND IS NOT LOCATED IN A DESIGNATED 100 YEAR FLOOD ZONE

- = PROPERTY CORNER
- ⊙ = PREVIOUSLY SET 5/8" RE-BAR
- ⊙ = FOUND RIGHT-OF-WAY MONUMENT

SURVEY NOTES:
1.) TOTAL SURVEYED AREA IS 12.778 ACRES.
2.) MEASURED BEARINGS ARE BASED ON GLOBAL POSITIONING SYSTEM NAD 83 (93) 4205 DATUM.
3.) SET 5/8" RE-BAR = STEEL RE-BAR SET WITH YELLOW PLASTIC CAP LABELLED BRISTER SURVEYING.
4.) A METES AND BOUNDS DESCRIPTION OF EQUAL DATE ACCOMPANIES THIS SURVEY.

THIS SURVEY INCLUDES ONLY THE RESEARCH, INVESTIGATION, OR LOCATIONS OF SERVICITUDES, EASEMENTS, RIGHT OF WAYS, OR UTILITIES ON THIS PROPERTY AS LISTED ON SCHEDULE FOR THE TITLE COMMITMENT.

I, RONALD E. BRISTER DO HEREBY CERTIFY THAT THIS SURVEY OF THE PROPERTY LEGALLY DESCRIBED HEREIN WAS MADE ON THE GROUND THIS DAY MARCH 28, 2025 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Ronald E. Brister
RONALD E. BRISTER R.P.L.S. NO. 5407

DATE: FEBRUARY 14, 2025

JOB NO. 250230

EXHIBIT C

MUNICIPAL SERVICE PLAN AGREEMENT

This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City") and HUT Enterprises, 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 2.19 acres of land situated in Nueces County, Texas, as specifically described in Metes and Bounds attached as **Exhibit A** and map 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 consideration 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 Code, Corpus Christi Unified Development Code, and Utility Department Policies and Engineering Standards; provided the service is not within the certificated service area of another utility through existing facilities located within or adjacent to the area. Any and all water or wastewater facilities owned or maintained by the City of Corpus Christi, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Corpus Christi, Texas. Any and all water or wastewater facilities that may be the property of another municipality or other entity shall not be maintained by the City of Corpus Christi unless the facilities are dedicated to and accepted by the City of Corpus Christi. The current water line mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing or as may be amended.

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

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

The City will maintain public streets over which the City has jurisdiction. Roads, streets or alleyways which are dedicated to and accepted by the City of Corpus Christi, Texas, or which are owned by the City of Corpus Christi, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in the City. Lighting of public roads, streets and alleyways shall be maintained by the applicable utility company servicing the City unless the lighting facility has been dedicated to the public, in which case the City will be the operator.

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

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

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

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

(11) Planning and Zoning Services:

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

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

(12) Other Municipal Services:

City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Excluding gas and electric services, other City services including Animal Control, Code Enforcement, Municipal Court and General Administration services will 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: 3.27.25

LANDOWNER

By: 
Salman Iqbal, Managing Member
HUT Enterprises, LLC

Date: 03/26/2025

APPROVED AS TO FORM:


By: 
Buck Brice
Deputy City Attorney
for the City Attorney

EXHIBIT A METES AND BOUNDS

STATE OF TEXAS COUNTY OF NUECES

Field Notes of a 2.194 acre tract being out of a 55.28 acre tract described in a deed recorded in Document No. 2010044483, Deed Records Nueces County, Texas. Said 55.28 acre tract being out of a 143.198 acre tract, being a portion of the north half of the north half (north quarter) of Section 4, "Laureles Farm Tracts", as shown on a map recorded in Volume 3, Page 15, Map Records Nueces County, Texas. Said 2.194 acre tract also being out of the R. De Ynojosa Survey, Abstract 411, Nueces County, Texas. Said 2.194 acre tract being more particularly described as follows:

BEGINNING at a 5/8" re-bar set in the south right of way of Farm to Market 43 (a.k.a. Weber Road), in the north line of said 55.28 acre tract, and for the northwest corner of this survey, from **WHENCE** a 5/8" re-bar previously set in the intersection of the south right of way of Farm to Market 43 and the west right of way of Salevan Drive, bears South 89°12'44" West, a distance of 3,104.85 feet.

THENCE with the common line of the south right of way of Farm to Market 43, said 55.28 acre tract and this survey, North 89°12'44" East, at a distance of 22.53 feet pass a right of way monument found in the south right of way of Farm to Market 43, and in all a total distance of 332.05 feet to a right of way monument found in the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286 (a.k.a. Crosstown Expressway), for the northeast corner of said 55.28 acre tract, and for the northeast corner of this survey.

THENCE with the common line of the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286, said 55.28 acre tract and this survey, South 42°00'58" East, a distance of 65.73 feet to a point in the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286, for the point of curvature of a curve to the left with a radius of 4,068.90 feet, for an outside corner of said 55.28 acre tract and for an outside corner of this survey, from **WHENCE** a right of way monument found 0.84 feet to the right.

THENCE with the common curve of the west right of way of State Highway 286, said curve to the left, said 55.28 acre tract and this survey, a chord bearing of South 05°37'02" West, a chord distance of 216.92 feet, and a total arc length of 216.95 feet to a 5/8" re-bar set in the west right of way of State Highway 286, in the east curve of said 55.28 acre tract, and for the southeast corner of this survey.

THENCE with the south line of this survey, South 89°12'44" West, a distance of 351.17 feet to a 5/8" re-bar set for the southwest corner of this survey.

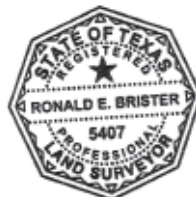
THENCE with the west line of this survey, North 00°47'16" West, a distance of 265.00 feet to the **POINT of BEGINNING** of this tract, and containing 2.194 acres of land, more or less.

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 = 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 March 28, 2024 and is correct to the best of my knowledge and belief.


Ronald E. Brister, RPLS No. 5407
Date: April 11, 2024



Job No. 240485

EXHIBIT B SUBJECT PROPERTY MAP

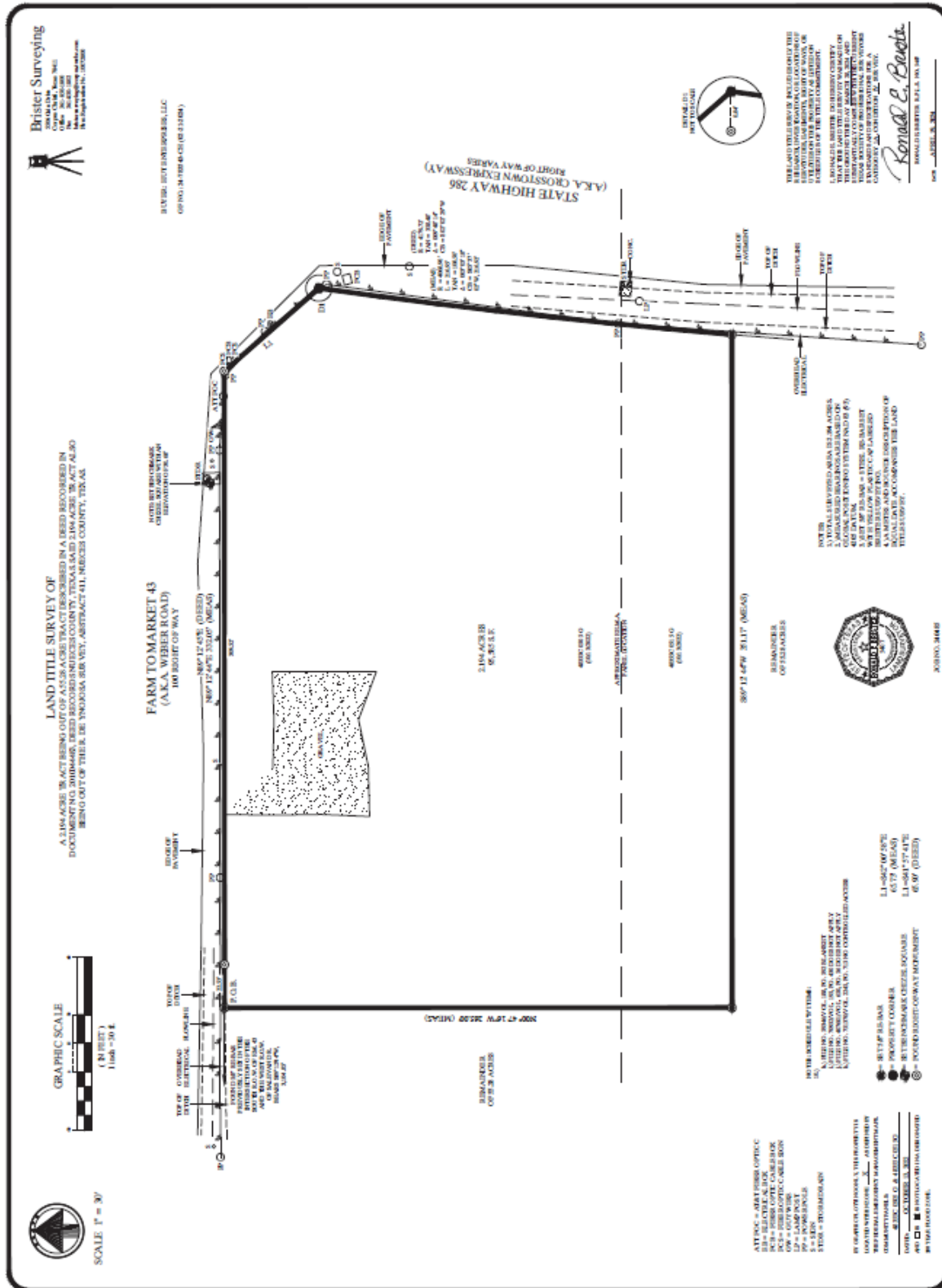


EXHIBIT D

STATE OF TEXAS COUNTY OF NUECES

Field Notes of a 2.194 acre tract being out of a 55.28 acre tract described in a deed recorded in Document No. 2010044483, Deed Records Nueces County, Texas. Said 55.28 acre tract being out of a 143.198 acre tract, being a portion of the north half of the north half (north quarter) of Section 4, "Laureles Farm Tracts", as shown on a map recorded in Volume 3, Page 15, Map Records Nueces County, Texas. Said 2.194 acre tract also being out of the R. De Ynojosa Survey, Abstract 411, Nueces County, Texas. Said 2.194 acre tract being more particularly described as follows:

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THENCE with the common line of the south right of way of Farm to Market 43, said 55.28 acre tract and this survey, North 89°12'44" East, at a distance of 22.53 feet pass a right of way monument found in the south right of way of Farm to Market 43, and in all a total distance of 332.05 feet to a right of way monument found in the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286 (a.k.a. Crosstown Expressway), for the northeast corner of said 55.28 acre tract, and for the northeast corner of this survey.

THENCE with the common line of the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286, said 55.28 acre tract and this survey, South 42°00'58" East, a distance of 65.73 feet to a point in the cutback of the intersection of the south right of way of Farm to Market 43 and the west right of way of State Highway 286, for the point of curvature of a curve to the left with a radius of 4,068.90 feet, for an outside corner of said 55.28 acre tract and for an outside corner of this survey, from **WHENCE** a right of way monument found 0.84 feet to the right.

THENCE with the common curve of the west right of way of State Highway 286, said curve to the left, said 55.28 acre tract and this survey, a chord bearing of South 05°37'02" West, a chord distance of 216.92 feet, and a total arc length of 216.95 feet to a 5/8" re-bar set in the west right of way of State Highway 286, in the east curve of said 55.28 acre tract, and for the southeast corner of this survey.

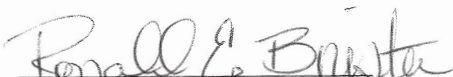
THENCE with the south line of this survey, South 89°12'44" West, a distance of 351.17 feet to a 5/8" re-bar set for the southwest corner of this survey.

THENCE with the west line of this survey, North 00°47'16" West, a distance of 265.00 feet to the **POINT of BEGINNING** of this tract, and containing 2.194 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 (93) 4205 Datum.
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I, Ronald E. Brister do hereby certify that this survey of the property legally described herein was made on the ground this day March 28, 2024 and is correct to the best of my knowledge and belief.


Ronald E. Brister, RPLS No. 5407
Date: April 11, 2024



