

**Resolution authorizing outside city limits water contracts with property owners in the Nottingham Acres Unit 2 Subdivision**

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

**Section 1.** The City Council authorizes the City Manager or designee to enter into outside city limits water contracts, an example of which is attached to this resolution, and incorporated herein for all purposes, with property owners in Nottingham Acres Unit 2 Subdivision to provide public water to their respective property located outside the city limits pursuant to Chapter 55, Article VIII of the City Code of Ordinances.

ATTEST:

THE CITY OF CORPUS CHRISTI

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

\_\_\_\_\_  
Joe McComb  
Mayor

Corpus Christi, Texas

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

The above resolution was passed by the following vote:

Joe McComb \_\_\_\_\_

Rudy Garza \_\_\_\_\_

Paulette Guajardo \_\_\_\_\_

Michael Hunter \_\_\_\_\_

Ben Molina \_\_\_\_\_

Lucy Rubio \_\_\_\_\_

Greg Smith \_\_\_\_\_

Carolyn Vaughn \_\_\_\_\_

Debbie Lindsey-Opel \_\_\_\_\_

**STANDARD FORM CONTRACT FOR PROVIDING WATER WHERE PROPERTY IS  
SITUATED PARTLY OR WHOLLY BEYOND CITY LIMITS**

**STATE OF TEXAS           §**

**COUNTY OF NUECES       §**

**Whereas**, contracts for water service outside the city limits which include a new water connection must receive approval by the city council before the contract for such service can become effective pursuant to Corpus Christi Code 55-113; and

**Whereas**, the city manager or designated representative is authorized to execute water service contracts meeting all of the requirements contained in Chapter 55, Article VIII of the Corpus Christi Code when no additional service connection is involved or the contract is for temporary water service for a period of not more than one (1) year or for consumption of less than ten-acre feet of water during the entire contract term .

**THIS CONTRACT AND AGREEMENT** made and entered into an original by and between, Golden Real Estate & Construction Consulting Group, Inc. a Texas Corporation (Owner), whose address is 46 W. Bar Le Doc, Corpus Christi, TX 78414, Charter Bank (Lienholder) whose address is 3701 Saratoga Boulevard, Corpus Christi, Texas, 78415 and the City of Corpus Christi, Texas ("City"), a home rule city of more than 250,000 population, a municipal corporation and body politic under the laws of the State of Texas, of 1201 Leopard Street, Corpus Christi, Texas 78401, County of Nueces, State of Texas, for good and valuable consideration in hand received by the parties respectively and upon the covenants and conditions hereafter stated:

**WITNESSETH:**

**I.** Owner is owner in fee simple and of all existing rights, titles and interests therein of all the following described property located in Nueces County, Texas, which is situated partly or wholly beyond the corporate limits of the City of Corpus Christi, and further, the property is not principally used for port-related industry, as defined by Section 55-111, as amended, Code of Ordinances, City of Corpus Christi, and is generally delineated on the map attached to this contract and marked "**Exhibit A**" and being more particularly described as follows, to-wit:

Nottingham Acres Unit 2, Lot 6 Block 4 also commonly known by its street  
address as 2366 Loxley Corpus Christi, TX 78415

**II.** City agrees to deliver City water to such property or to waterlines on the property, under rules and regulations promulgated and authorized by Section 55-111 as amended, of the Code of Ordinances, City of Corpus Christi.

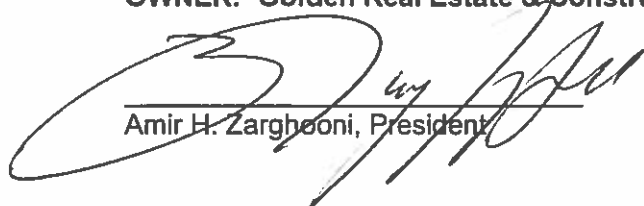
**III.** Owner and Lien Holder agree to construct all improvements on such property under all City codes and regulations and to obtain all City technical construction permits as though the property were inside the City. Owner and Lien Holder consent to inspections of all of such construction of duly authorized inspectors or representatives of City departments charged with enforcement of the codes and regulations. Owner and Lien Holder agree that, as to any improvements, the applicable codes and regulations are those codes and regulations that are in effect at the time of commencement of the improvements.

IV. All connections to the City water system are subject to the same rules and regulations regarding standards of delivery of water service, including installation and disconnections for failure to pay charges, as consumers within the City limits.

V. IT IS AGREED by and between the parties hereto that all of the above conditions shall be binding upon the successors and assigns of the said Owner and each of them, if multiples, and constitutes a covenant running with the land.

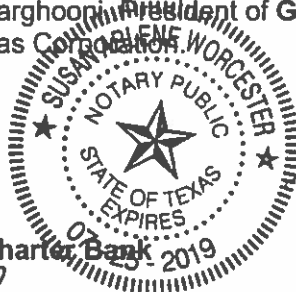
WITNESS OUR HAND this 09 day of March, 2018.

OWNER: Golden Real Estate & Construction Consulting Group, Inc.

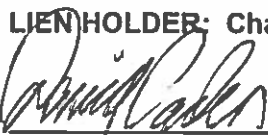
  
Amir H. Zarghooni, President

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on this the 09 day of March 2018, 2018, by Amir H. Zarghooni, President of Golden Real Estate & Construction Consulting Group, Inc. a Texas Corporation.

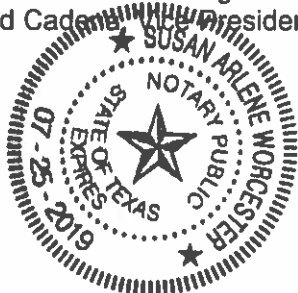



  
Notary Public, State of Texas

LIEN HOLDER: ~~Charter Bank~~  
  
David Cadena, Vice President

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on this the 09 day of March 2018, 2018, by David Cadena, Vice President of First Community Bank.



  
Notary Public, State of Texas

**City of Corpus Christi:**

ATTEST:

By: \_\_\_\_\_  
Rebecca Huerta  
City Secretary

By: \_\_\_\_\_  
William J. Green, P.E.  
Interim Director  
Development Services Department

STATE OF TEXAS           §  
COUNTY OF NUECES     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by Rebecca Huerta, City Secretary, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF NUECES     §

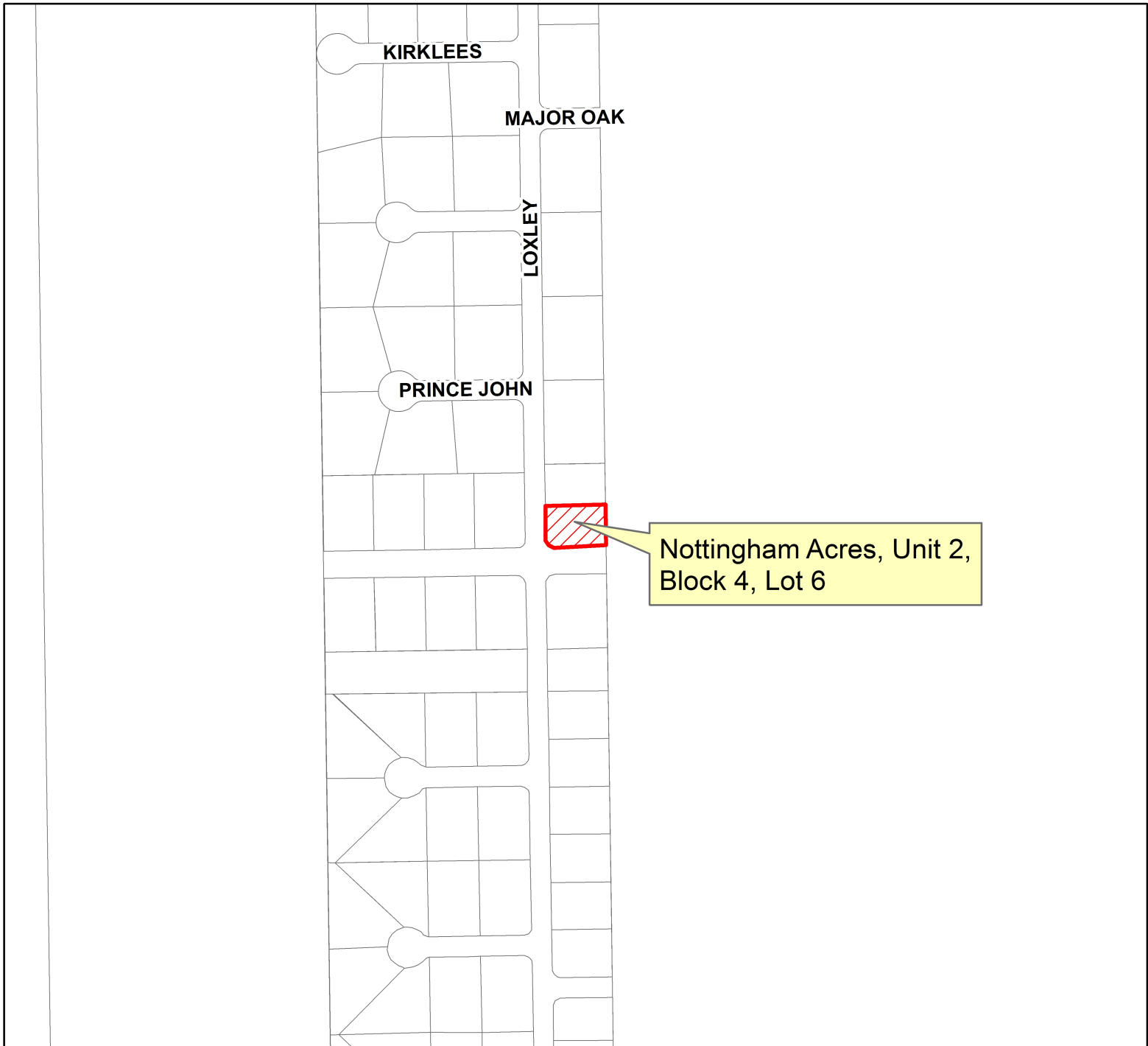
This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by William J. Green, Interim Director of Development Services, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

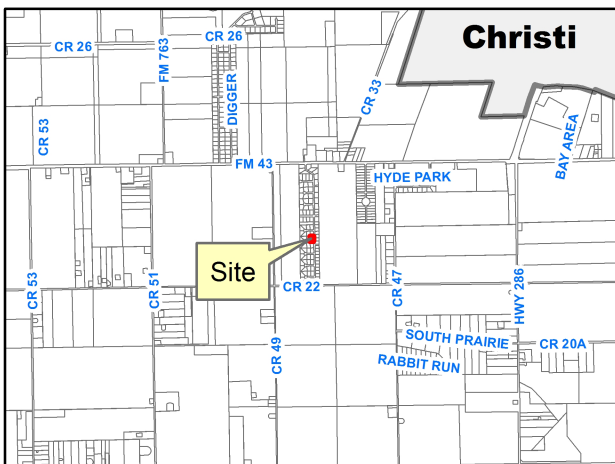
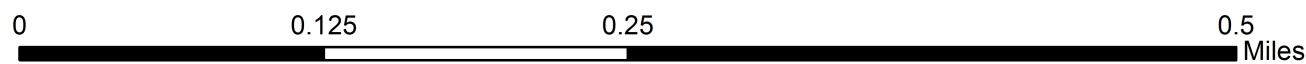
APPROVED AS TO FORM: 19 day of March, 2018.

*Buck Brice*

\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
for the City Attorney



Nottingham Acres, Unit 2,  
Block 4, Lot 6



# Exhibit "A"

## Water Contract Location Map

 City Limits

