

Ordinance annexing approximately 446.4 acres of land into the territorial limits of the City of Corpus Christi; and rezoning said annexed property at or near 1442 Farm-to-Market (FM) 43 from “FR” Farm Rural District to the “RS-4.5” Single-Family 4.5 District (Tract 1) and “CN-1” Neighborhood Commercial District (Tract 2) per Zoning Case No. 1019-08.

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 pursuant to Texas Local Government Code §43.016 have been made;

WHEREAS, the City Council finds that Corpus Christi City Charter Article X, Sec 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 the attached Municipal Service Plan Agreement with the owners of land in the area for the provision of services in the area to be annexed;

WHEREAS, on November 19th, 2019, 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, following publication of notice of the hearings in a newspaper of general circulation in the City of Corpus Christi, for the consideration of annexation proceedings for the defined lands and territory, during which all persons interested in the annexations were allowed to appear and be heard;

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

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

WHEREAS, 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, 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, pursuant to the Corpus Christi Unified Development Code §4.1.5, all new territory annexed to the City has the initial zoning of FR, Farm-Rural zoning district classification unless action is taken to amend the Zoning Map upon annexation.

WHEREAS, the landowners have requested rezoning that is concurrent with the annexation process for the subject property located at or near 1442 Farm-to-Market (FM) 43;

WHEREAS, with proper notice to the public, a public hearing was held 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's Unified Development Code ("UDC") and corresponding UDC Zoning Map;

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

WHEREAS, the City Council finds that this zoning is not detrimental to the public health, safety, or general welfare of the City of Corpus Christi and its citizens; and

WHEREAS, the City Council finds that this zoning will promote the best and most orderly development of the properties 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:

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. That a 446.4-acre tract of land, more or less, described by metes and bounds and a map in Exhibit A, generally located to the north of FM 43, south of Oso Creek and west of County Road 33 is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi.

SECTION 3. That the owners and inhabitants of the tracts or parcels of land annexed by this ordinance are entitled to all the rights, privileges, and burdens of other citizens and property owners of the City of Corpus Christi, and are subject to and bound by the City Charter of the City of Corpus Christi, and the ordinances, resolutions, motions, laws, rules and regulations of the City of Corpus Christi and to all intents and purposes as the present owners and inhabitants of the City of Corpus Christi are subject.

SECTION 4. That the official map and boundaries of the City and its extraterritorial jurisdiction, previously adopted and amended, are amended to include the territories described in this ordinance as part of the City of Corpus Christi, Texas and as required by the City's Unified Development Code section 4.1.5 Newly Annexed Territory, the area shall be designated with an initial "FR" Farm-Rural District.

SECTION 5. That 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 and its extra territorial jurisdiction to add the territory annexed as required by law.

SECTION 6. 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 7. The City Secretary is hereby directed to file with the County Clerk of Nueces County, Texas, a certified copy of this ordinance.

SECTION 8. The Unified Development Code (“UDC”) and corresponding UDC Zoning Map of the City of Corpus Christi, Texas is amended by rezoning 363.121 acre tract of land (tract 1) as described in Exhibit “A” and shown in Exhibit “C”, from the:

“FR” Farm Rural District to the “RS-4.5” Single-Family 4.5 District

and by rezoning the 83.287 acre tract of land (tract 2) as described in Exhibit “B” and shown in Exhibit “C” from the:

“FR” Farm Rural District to the “CN-1” Neighborhood Commercial District.

SECTION 9. 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 10. 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 11. 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 repealed.

SECTION 12. A violation of this ordinance, or requirements implemented under this ordinance, constitutes an offense punishable 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 13. 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.

SECTION 14. This ordinance is effective upon passage on second reading.

That the foregoing ordinance was read for the first time and passed to its second reading on this the ____ day of _____, 2019, by the following vote:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

That the foregoing ordinance was read for the second time and passed finally on this the ____ day of _____ 2019, by the following vote:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

PASSED AND APPROVED on this the ____ day of _____, 2019.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
Mayor

MUNICIPAL SERVICE PLAN AGREEMENT
FOR THE KING'S LANDING SUBDIVISION

This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City"), and MPM Development LP, The William Earl Hensch Trust, Anna Belle Hensch, Retta Maurine Kasper, and Corpus Christi Community Church (collectively "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 446.4 acres of land situated in Nueces County, Texas, as specifically described in Exhibit "A" ("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 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 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 be 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. Farm-to-Market (FM) 43 and County Road 33 will provide roadway connections to Subject property (King's Landing Subdivision). Improvements are needed to County Road 33 and connection to County Road 33 through the London Towne Subdivision is required to provide a secondary roadway connection to the King's Landing Subdivision. Only a portion of County Road 33 is located within the City Limits. Responsibility for improvements for County Road 33 outside the annexation area will remain with London Towne Subdivision, Landowner or Landowner's developer and Nueces County.

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 contemplate 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

LANDOWNER(S)

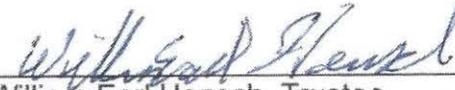
By: _____
Peter Zanoni,
City Manager

Date: _____

APPROVED AS TO FORM:

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

By:  _____
Mossa Mostaghassi, General Partner
MPM Development, LP

By:  _____
William Earl Hensch, Trustee
The William Earl Hensch Trust

By:  _____
Anna Belle Hensch
Owner

By: _____
Retta Maurine Kasper
Owner

By: _____
Scott McDonald, Agent
Corpus Christi Community Church

CITY OF CORPUS CHRISTI

LANDOWNER(S)

By: _____
Peter Zanoni,
City Manager

By: _____
Mossa Mostaghasi, General Partner
MPM Development, LP

Date: _____

By: _____
William Earl Hensch, Trustee
The William Earl Hensch Trust

APPROVED AS TO FORM:

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

By: _____
Anna Belle Hensch
Owner

By: Retta Kasper
Retta Maurine Kasper
Owner

By: _____
Scott McDonald, Agent
Corpus Christi Community Church

CITY OF CORPUS CHRISTI

LANDOWNER(S)

By: _____
Peter Zanoni,
City Manager

By: _____
Mossa Mostaghasi, General Partner
MPM Development, LP

Date: _____

By: _____
William Earl Hensch, Trustee
The William Earl Hensch Trust

APPROVED AS TO FORM:

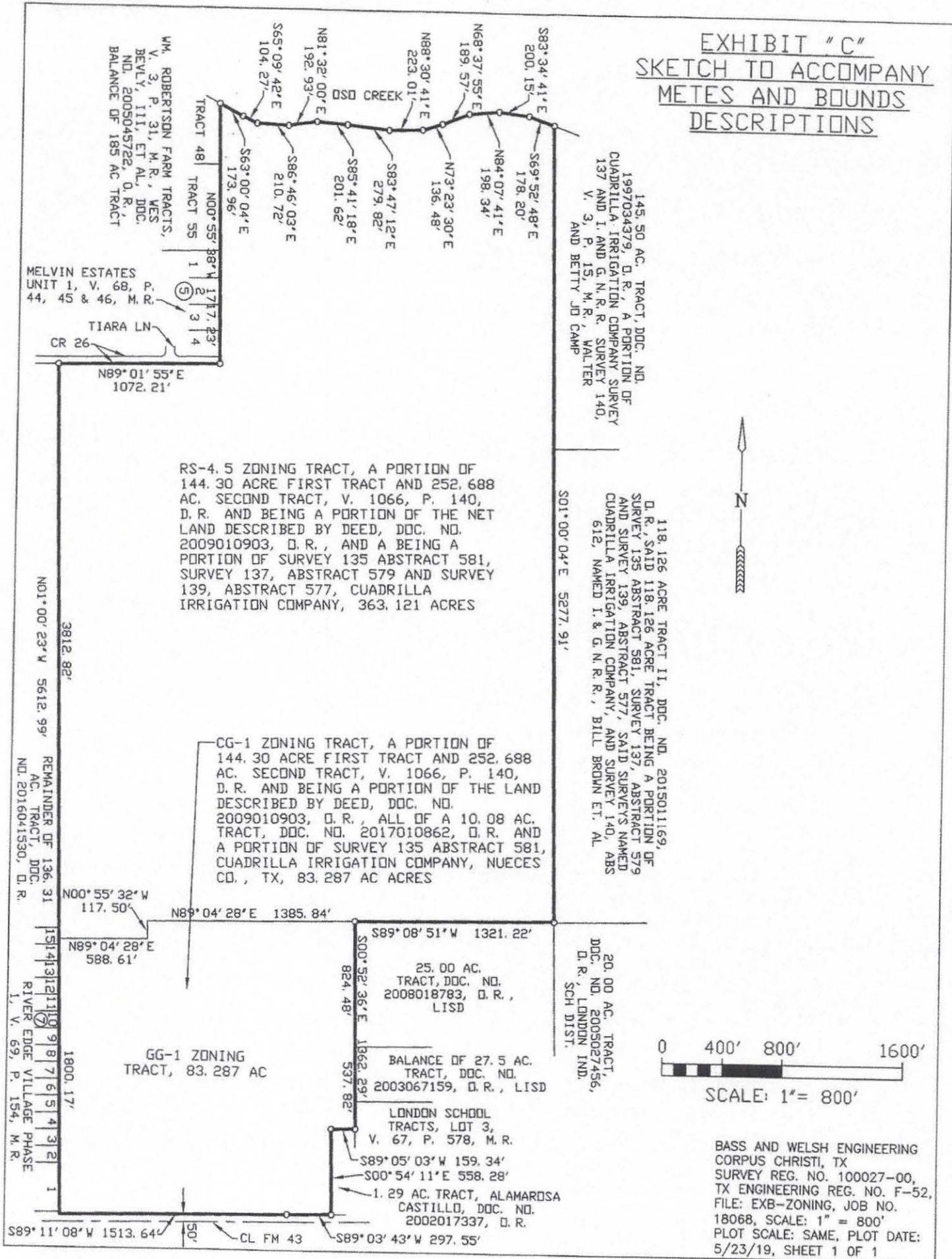
By: _____
Buck Brice
Assistant City Attorney
for the City Attorney

By: _____
Anna Belle Hensch
Owner

By: _____
Retta Maurine Kasper
Owner

By: DL S McD
Scott McDonald, Agent
Corpus Christi Community Church

EXHIBIT "C"
SKETCH TO ACCOMPANY
METES AND BOUNDS
DESCRIPTIONS



WM. ROBERTSON FARM TRACTS,
 V. 3, P. 31, M.R., MES
 BEVELY, III, ET AL., DDC.
 NO. 2005045722, D.R.,
 BALANCE OF 185 AC TRACT

MELVIN ESTATES
 UNIT 1, V. 68, P.
 44, 45 & 46, M.R.

TIARA LN
 CR 26

RS-4.5 ZONING TRACT, A PORTION OF
 144.30 ACRE FIRST TRACT AND 252.688
 AC. SECOND TRACT, V. 1066, P. 140,
 D. R. AND BEING A PORTION OF THE NET
 LAND DESCRIBED BY DEED, DDC. NO.
 2009010903, D. R., AND A BEING A
 PORTION OF SURVEY 135 ABSTRACT 581,
 SURVEY 137, ABSTRACT 579 AND SURVEY
 139, ABSTRACT 577, CUADRILLA
 IRRIGATION COMPANY, 363.121 ACRES

CG-1 ZONING TRACT, A PORTION OF
 144.30 ACRE FIRST TRACT AND 252.688
 AC. SECOND TRACT, V. 1066, P. 140,
 D. R. AND BEING A PORTION OF THE LAND
 DESCRIBED BY DEED, DDC. NO.
 2009010903, D. R., ALL OF A 10.08 AC.
 TRACT, DDC. NO. 2017010862, D. R. AND
 A PORTION OF SURVEY 135 ABSTRACT 581,
 CUADRILLA IRRIGATION COMPANY, NUECES
 CO., TX, 83.287 AC ACRES

GG-1 ZONING
 TRACT, 83.287 AC

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

BALANCE OF 27.5 AC.
 TRACT, DDC. NO.
 2003067159, D. R., LISD

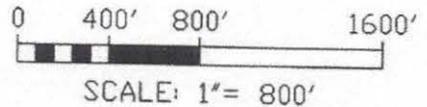
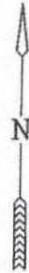
LONDON SCHOOL
 TRACTS, LOT 3,
 V. 67, P. 578, M. R.

1.29 AC. TRACT, ALAMAROSA
 CASTILLO, DDC. NO.
 2002017337, D. R.

145.50 AC. TRACT, DDC. NO.
 1997034379, D. R., A PORTION OF
 CUADRILLA IRRIGATION COMPANY SURVEY
 137 AND I. AND G. N. R. R. SURVEY 140,
 V. 3, P. 15, M. R., WALTER
 AND BETTY JO CAMP

118.126 ACRE TRACT II, DDC. NO. 2015011169,
 D. R., SAID 118.126 ACRE TRACT BEING A PORTION OF
 SURVEY 135 ABSTRACT 581, SURVEY 137, ABSTRACT 579
 AND SURVEY 139, ABSTRACT 577, SAID SURVEYS NAMED
 CUADRILLA IRRIGATION COMPANY, AND SURVEY 140, ABS
 612, NAMED I. & G. N. R. R., BILL BROWN ET. AL

20.00 AC. TRACT,
 DDC. 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-ZONING, JOB NO.
 18068, SCALE: 1" = 800'
 PLOT SCALE: SAME, PLOT DATE:
 5/23/19, SHEET 1 OF 1



**City of
Corpus Christi**

Print Date: 09/25/2019

*Exhibit A - Annexation Area
= 446.4 acres*



1 inch = 1,000 feet 0 500 1,000 2,000 Feet

BASS & WELSH ENGINEERING

PO. Box 6397
Corpus Christi, TX 78466-6397

May 23, 2019
18068-M&B-446AC

STATE OF TEXAS §

COUNTY OF NUECES §

Description of a 446.408 acre tract of land, more or less, consisting of the following three tracts;

Tract 1, a 293.041 acre tract of land, consisting of the remainder of a 256.56 acre tract, Volume 229, Page 236, Deed Records of said county and the remainder of 252.688 acre second tract, Volume 1066, Page 140, said deed records and being a portion of the net land described by deed, Document No. 2009010903, Official Records of said county,

Tract 2, a 10.08 acre tract of land described by deed, Document No. 2017010862, said official records, and,

Tract 3, the net (exclusive of FM Highway 43) portion of a 144.570 acre tract of land, being called 144.30 acre first tract, Volume 1066, Page 140, said deed records,

the above three tracts being portions of one or more of Survey 135 Abstract 581, Certificate 29, Survey 137, Abstract 579, Certificate 31 and Survey 139, Abstract 577, Certificate 33, said surveys named Cuadrilla Irrigation Company, Nueces County, Texas, said 446.408 acre tract as further described by metes and bounds as follows;

BEGINNING at a 1" iron pipe found for north right-of-way line corner of FM Highway 43 and southeast corner of River Edge Village Phase 1, a map of which is recorded in Volume 69, Page 154, Map Records of said county, said beginning point for the southwest corner of the tract herein described;

THENCE N01°00'23"W along a north right-of-way line of said FM Highway 43, at 15.00' pass the southeast corner of Lot 1, Block 7, said River Edge Village Phase 1 and along the east boundary line of said River Edge Village Phase 1, at 1872.53' pass a 5/8" iron rod found for the northeast corner of Lot 15, said Block 7, River Edge Village Phase 1 and along the east boundary line of a 136.31 acre tract described by deed recorded at Document No. 2016041530, said official records, in all, 5612.99" to a 1" iron pipe found in the south right-of-way line of County Road 26 for the westernmost northwest corner of the tract herein described and northeast corner of said 136.31 acre tract; said County Road 26 as depicted by plat of Melvin Estates Unit 1, a map of which is recorded in Volume 68, Page 44, 45 and 46, said map records;

THENCE along said south right-of-way line of County Road 26 N89°01'55"E 1072.21' to a 5/8" iron rod found for the southeast corner of said Melvin Estates Unit 1 and southeast right-of-way corner of said County Road 26;

THENCE N00°55'38"W along the east boundary line of said Melvin Estates Unit 1, along the east boundary line of William Robertson Farm Tracts, Tract 55 and Tract 48, a map of which is recorded in Volume 3, Page 31, said map records, along the east boundary line of a 185.00 acre tract of land described by deed recorded at Document No. 2005045722, said official records and along the west boundary line of said 256.56 acre tract, at 1199.73' pass a 5/8" iron rod found for reference point, in all a distance of 1717.23' to a 5/8" iron rod set in the south bank of Oso Creek for the northwest corner or north central corner of the tract herein described, said south bank of Oso Creek of which may or may not be the correct boundary line between State owned land of Oso Creek and upland subject tract;

NMW:sab

EXHIBIT " 1 "

Metes and Bounds Description, 446.408 Ac. Tract, continued, May 23, 2019;

THENCE along said south bank of Oso Creek as follows:

S63°00'04"E 173.96';
S65°09'42"E 104.27';
S86°46'03"E 210.72';
N81°32'00"E 192.93';
S85°41'18"E 201.62';
S83°47'12"E 279.82';
N88°30'41"E 223.01';
N73°23'30"E 136.48';
N68°37'55"E 189.57';
N84°07'41"E 198.34';
S83°34'41"E 200.15'; and;

S69°52'48"E 178.20' to a 5/8" iron rod set in said south bank of Oso Creek for the northeast corner of the tract herein described and northwest corner of a 145.50 acre tract of land described by deed recorded at Document No. 1997034379, said official records;

THENCE S01°00'04"E 5277.91' along the west boundary line of said 145.50 acre tract and along the common west boundary line of a 118.126 acre tract, Document No. 2015011169, said official records and east boundary line of said 252.688 acre tract and running in part along the central portion of a drainage ditch, to an iron rod with cap found under water for the upper southeast corner of the tract herein described and northeast corner of a 25.00 acre tract of land described by deed recorded at Document No. 2008018783, said official records, said northeast corner of 25.00 acre tract bears N00°54'30"W 3.74' from a T-post found in the center portion of said ditch for the northwest corner of a 20.00 acre tract of land described by deed recorded at Document No. 2005027456, said official records;

THENCE S89°08'51"W 1321.22' along the north boundary line of said 25.00 acre tract to a 1" iron pipe found for interior south central corner of the tract herein described and northwest corner of said 25.00 acre tract;

THENCE S00°52'36"E 1362.29' along the west boundary line of said 25.00 acre tract, along the west boundary line of a portion of a 27.5 acre tract described by deed recorded in Document No. 2003067159, said official records, and along a portion of the west boundary line of London School Tracts, Lot 3, a map of which is recorded in Volume 67, Page 578, said map records, to a 5/8" iron rod found for mid-southeast corner of the tract herein described and northeast corner of a 1.29 acre tract of land described by deed recorded at Document No. 2002017337, said official records;

THENCE S89°05'03"W 159.34' to a 5/8" iron rod found for south central interior corner of the tract herein described and northwest corner of said 1.29 acre tract;

THENCE along the west boundary line of said 1.29 acre tract S00°54'11"E 558.28' to a 5/8" iron rod with cap labeled RPLS 5435 found for the lower southeast corner of the tract herein described and southwest corner of said 1.29 acre tract and being in the north right-of-way line of said FM Highway 43;

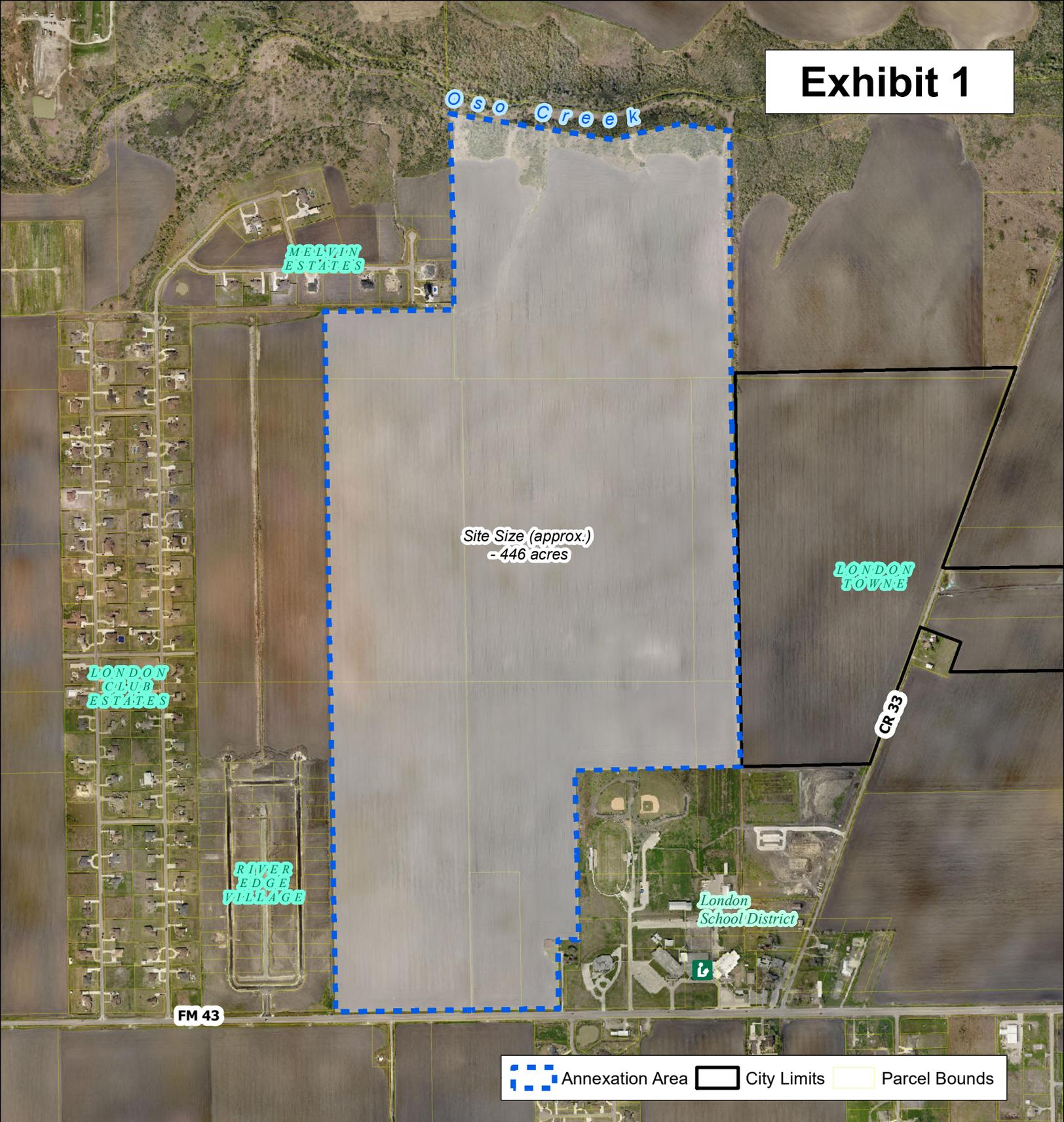
THENCE along said north right-of-way line of FM Highway 43 S89°03'43"W 297.55' to a 5/8" iron rod with plastic cap labeled Urban Engineering found for the southeast corner of said 10.08 acre tract and angle point in the south boundary line of the tract herein described;

NMW:sab

EXHIBIT " 1 "

Page 2 of 3

Exhibit 1



**City of
Corpus Christi**

Print Date: 09/25/2019

*Exhibit A - Annexation Area
= 446.4 acres*



1 inch = 1,000 feet



BASS & WELSH ENGINEERING

P.O. Box 6397
Corpus Christi, TX 78466-6397

May 23, 2019
18068-M&B-4.5Zoning.doc

RS-4.5 ZONING TRACT

STATE OF TEXAS §

COUNTY OF NUECES §

Description of a 363.121 acre tract of land, more or less, a portion of 144.30 acre first tract and 252.688 acre second tract, both tracts described by deed, Volume 1066, Page 140, Deed Records of said county and being a portion of the net land described by deed, Doc. No. 2009010903, Official Records of said county and being a portion of a 256.56 acre tract described by deed recorded at Volume 229, Page 236, said deed records, and being a portion of Survey 135, Abstract 581, Survey 137, Abstract 579 and Survey 139, Abstract 577, said surveys named Cuadrilla Irrigation Company, Nueces County, Texas, said 363.121 acre tract of land as further described by metes and bounds as follows:

BEGINNING at a point in the east boundary line of Lot 15, Block 7, River Edge Village Phase 1, a map of which is recorded in Volume 69, Page 154, Map Records of said county, for the southwest corner of the tract herein described, said point of beginning bears N01°00'23"W 37.58' from the southeast corner of said Lot 15;

THENCE N01°00'23"W along the east boundary line of said River Edge Village Phase 1, at 72.42' pass the northeast corner of said Lot 15, Block 7, River Edge Village Phase 1 and along the east boundary line of a 136.31 acre tract of land described by deed recorded at Document No. 2016041530, said official records, a distance of 3812.82' to a point in the south right-of-way line of County Road 26 for the westernmost northwest corner of the tract herein described and northeast corner of said 136.31 acre tract;;

THENCE along said south right-of-way line of County Road 26 N89°01'55"E 1072.21' to a point for interior northwesterly corner of the tract herein described, southeast corner of said County Road 26 and southeast corner of Melvin Estates Unit 1, a map of which is recorded in Volume 68, Page 44, 45 and 46, said map records;

THENCE N00°55'38"W 1717.23' along the east boundary line of said Melvin Estates Unit 1, along the east boundary line of William Robertson Farm Tracts, Tract 55 and Tract 48, a map of which is recorded in Volume 3, Page 31, said map records, along the east boundary line of a 185.00 acre tract of land described by deed recorded at Document No. 2005045722, said official records and along the west boundary line of said 256.56 acre tract, to a point in the south bank of Oso Creek for the northwest corner of the tract herein described;

THENCE along said south bank of Oso Creek as follows:

- S63°00'04"E 173.96';
- S65°09'42"E 104.27';
- S86°46'03"E 210.72';
- N81°32'00"E 192.93';
- S85°41'18"E 201.62';

NMW:tab

EXHIBIT "A"

Page 1 of 2

Metes and Bounds Description, 363.121 Acre Tract, May 23, 2019, Continued:

S83°47'12"E 279.82';
N88°30'41"E 223.01';
N73°23'30"E 136.48';
N68°37'55"E 189.57';
N84°07'41"E 198.34';
S83°34'41"E 200.15', and;
S69°52'48"E 178.20' to a point in said south bank of Oso Creek for the northeast corner of

the tract herein described and northwest corner of a 145.50 acre tract of land described by deed recorded at Document No. 1997034379, said official records;

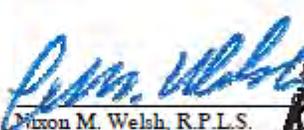
THENCE S01°00'04"E 5277.91' along the west boundary line of said 145.50 acre tract and along the common west boundary line of a 118.126 acre tract, Document No. 2015011169, said official records and east boundary line of said 252.688 acre tract to a point for the southeast corner of the tract herein described and northeast corner of a 25.00 acre tract of land described by deed recorded at Document No. 2008018783, said official records;

THENCE S89°08'51"W 1321.22' along the north boundary line of said 25.00 acre tract to an angle point in the south boundary of the tract herein described for the northwest corner of said 25.00 acre tract;

THENCE S89°04'28"W 1385.84' to a point for southwesterly corner of the tract herein described;

THENCE S00°55'32"E 117.50' to a point for interior southwesterly corner of the tract herein described;

THENCE S89°04'28"W 588.61' to the POINT OF BEGINNING, a sketch showing said 363.121 acre tract for RS-4.5 zoning described herein being attached as Exhibit "C".


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

NMW:ab

EXHIBIT "A"

Page 2 of 2

BASS & WELSH ENGINEERING
P. O. Box 6397
Corpus Christi, TX 78466-6397

May 23, 2019
18068-M&B-CN-1 ZONING.doc

CN-1 ZONING TRACT

STATE OF TEXAS §

COUNTY OF NUECES §

Description of an 83.287 acre tract of land, more or less, a portion of 144.3 acre First Tract and 252.688 acre Second Tract, Volume 1066, Page 140, Deed Records of said county and being a portion of the land described by deed, Document No. 2009010903, Official Records of said county and all of a 10.08 acre tract described by deed recorded at Document No. 2017010862, said official records and also being a portion of Survey 135, Abstract 581, Cuadrilla Irrigation Company, Nueces County, Texas, said 83.287 acre tract of land for CN-1 Zoning as further described by metes and bounds as follows:

BEGINNING at the southwest corner of a 1.29 acre tract of land described by deed recorded at Document No. 2002017337, said official records, said beginning point being in the north right-of-way line of FM Highway 43 for the southeast corner of the tract herein described;

THENCE along said north right-of-way line of FM Highway 43 S89°03'43"W 297.55' to an angle point in the south boundary line of the tract herein described for the southeast corner of said 10.08 acre tract;

THENCE S89°11'08"W 1513.64' to a point for the southwest corner of the tract herein described and southeast corner of River Edge Village Phase 1, a map of which is recorded at Volume 69, Page 154, Map Records of said county;

THENCE N01°00'23"W, at 15.00 feet pass the southeast corner of Lot 1, Block 7, said River Edge Village Phase 1 and continuing along the east boundary line of said River Edge Village Phase 1, at 1762.59' pass the southeast corner of Lot 15, said Block 7, River Edge Village Phase 1, in all, 1800.17' to a point for the northwest corner of the tract herein described;

THENCE N89°04'28"E 588.61' to a point for interior north central corner of the tract herein described;

THENCE N00°55'32"W 117.50' to a point for northerly corner of the tract herein described;

THENCE N89°04'28"E 1385.84' to a point for the northeast corner of the tract herein described and northwest corner of a 25.00 acre tract of land described by deed recorded at Document No. 2008018783, said official records;

THENCE S00°52'36"E along the west boundary line of said 25.00 acre tract, along the west boundary line of a portion of a 27.5 acre tract described by deed recorded in Document No. 2003067159, said official records and along a portion of the west boundary line of London School Tracts, Lot 3, a map of which is recorded in Volume 67, Page 578, said map records, a distance of 1362.29' to a point for southeasterly corner of the tract herein described and northeast corner of said 1.29 acre tract;

THENCE along the north boundary line of said 1.29 acre tract S89°05'03"W 159.34' to a point for interior easterly corner of the tract herein described and northwest corner of said 1.29 acre tract;

NMW:tab

EXHIBIT "B"

Page 1 of 2

Metes and Bounds Description, 83.287 Acre Tract, May 23, 2019, Continued;

THENCE S00°54'11"E 558.28' along the west boundary line of said 1.29 acre tract to the POINT OF BEGINNING, a sketch showing said 83.287 acre tract for CN-1 Zoning being attached hereto as Exhibit "C".


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



NMW:sab

EXHIBIT "B"

Page 2 of 2

EXHIBIT 'C'
SKETCH TO ACCOMPANY
METES AND BOUNDS
DESCRIPTIONS

