

**STANDARD FORM CONTRACT FOR PROVIDING WATER TO OWNERS OF SUBDIVISIONS
WITH TWO LOTS OR LESS WHERE PROPERTY IS SITUATED PARTLY OR WHOLLY
BEYOND CITY LIMITS**

THIS CONTRACT AND AGREEMENT made and entered into an original by and between, _____ (Owner), whose address _____, **NAME OF LIENHOLDER (Lienholder)** whose address is _____ and the City of Corpus Christi, Texas ("City"), a home rule city, 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:

I. TERM

The term of this Agreement ("Term") is for a one-year period that commences upon execution by the City and shall continue from year to year thereafter subject to termination.

II. TERMINATION

This contract can be terminated by the City Manager or designee with 90 days' notice prior to the automatic renewal.

III. NOTICE

a. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following:

1) If to the Customer:

Customer
Customer Street Address
City, State, Zip Code
Phone: Phone
Email

2) If to City:

CITY OF CORPUS CHRISTI
Attn: Director of Development Services
P. O. Box 9277
Corpus Christi, TX 78469-9277
Phone: (361) 826-3240

b. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; by email; or by personal delivery.

c. Either party may change the address for notices by giving notice of the change under the provisions of this section.

IV. OWNERSHIP OF PROPERTY TO RECEIVE WATER

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:

Lot ____, Block _____, Name of Subdivision, also commonly known by its street address as _____, Corpus Christi, TX 784_____

V. PROVISION OF WATER

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

VI. NEW CONSTRUCTION

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.

VII. RULES FOR DELIVERY OF WATER

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. Customer must pay the applicable water service rates and application fee in Corpus Christi Code of Ordinance.

VIII. DEPOSIT

Customers must post a deposit to cover the costs that the city will incur for a replacement meter.

IX. Execution

This Agreement is executed in one original document. This Agreement becomes effective and is binding upon and inures to the benefit of the City and Developer and their successors and assigns from and after the date the Agreement has been executed by all signatories.

Remainder of page intentionally left blank; signature page to follow.

EXECUTED IN ONE ORIGINAL

OWNER: OWNER'S NAME

NAME, TITLE

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on this the ____ day of _____,
20__, by **NAME**.

Notary Public, State of Texas

LIENHOLDER: LIENHOLDER'S NAME

NAME, TITLE

STATE OF TEXAS §
§
COUNTY OF NUECES §

This instrument was acknowledged before me on this the ____ day of _____,
20__, by **NAME, TITLE, LIENHOLDER INFORMATION**

Notary Public, State of Texas

City of Corpus Christi:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
Al Raymond III, AIA, CBO
Director of Development Services

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____,
20____, 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 _____,
20____, by Al Raymond III, AIA, CBO, Director of Development Services Department, 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: _____

Buck Brice
Assistant City Attorney
for the City Attorney