

CONTRACT FOR PROVIDING WATER WHERE PROPERTY IS SITUATED PARTLY OR WHOLLY BEYOND CITY LIMITS FOR STRICTLY AGRICULTURAL USE

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;

Whereas, pursuant to Corpus Christi Code 55-112, a covenant running with the land is required to receive water service outside the city limits when land is used only for agricultural use;

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, Sancha Properties, LLC (Owner), whose address is 4833 Saratoga Blvd., Box 501, Corpus Christi, Texas, 78413, Prosperity Bank (Lienholder) whose address is 500 Water Street Suite 100, Corpus Christi, Texas 78401 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:

72.76 Acres out of Bishop and Blocker Lots 15 & 16 and 1.26 Acres WM Robertson Farm Tracts Lot 1-a Tr 20, also commonly known by its street address as 7085 Jurica (County Road 37), Corpus Christi, TX 78417.

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. Except for structures which are solely agricultural in nature, 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. Owner agrees to use said property receiving City water only for agricultural uses hereby defined as meaning cultivating the soil, harvesting crops, raising livestock, or pasture grazing.

VI. Owner agrees that such water service shall be terminated and the use of city water on such property shall be discontinued in the event such agricultural use is substantially discontinued for nine (9) months, less the time such property is subjected to a natural disaster,

VII. The City will allow a tap at the end of the 12" grid main. However, as development and infrastructure expansion occurs, the City reserves the right to move this tap to a more appropriate location.

VIII. The meter will be placed at or near the end of the 12" grid main and the City will not be responsible for any repairs or maintenance on the service line from this point to property.

IX. Owner agrees to install and maintain a proper backflow device, as determined by the City.

X. 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.

XI. This Agreement does not become effective until such agreement with covenants has been recorded in the real property records of Nueces County.

WITNESS OUR HAND this 19 day of April, 2018.

OWNER: Sancha Properties



Michael L. Hurst, Manager

STATE OF TEXAS §
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COUNTY OF NUECES §

This instrument was acknowledged before me on this the 19 day of April, 2018, by Michael L. Hurst, Manager, Sancha Properties, LLC.



Linda A Marek
Notary Public, State of Texas

LIEN HOLDER: Prosperity Bank

Kathy Pratt
Kathy Pratt Vice President

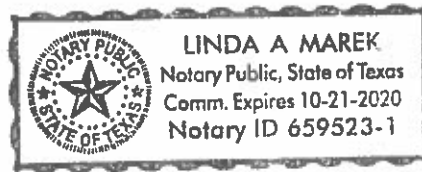
STATE OF TEXAS §
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COUNTY OF NUECES §

This instrument was acknowledged before me on this the 19 day of April, 2018, by Kathy Pratt, Vice President, Prosperity Bank.

Linda A Marek
Notary Public, State of Texas

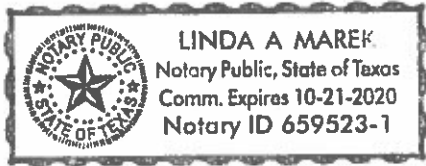
LIEN HOLDER: Harry S. Brewer

Harry S. Brewer
Harry S. Brewer



STATE OF TEXAS §
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COUNTY OF NUECES §

This instrument was acknowledged before me on this the 19 day of April, 2018, by Harry S. Brewer



Linda A Marek
Notary Public, State of Texas

City of Corpus Christi:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
Nina Nixon-Mendez, FAICP
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 Nina Nixon-Mendez, FAICP, Director, 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: ____ day of _____, 2018.

Buck Brice
Assistant City Attorney
for the City Attorney

After Recording Return to:
City of Corpus Christi
Attn: City Secretary
P.O. Box 9277
Corpus Christi, Texas 78469-9277

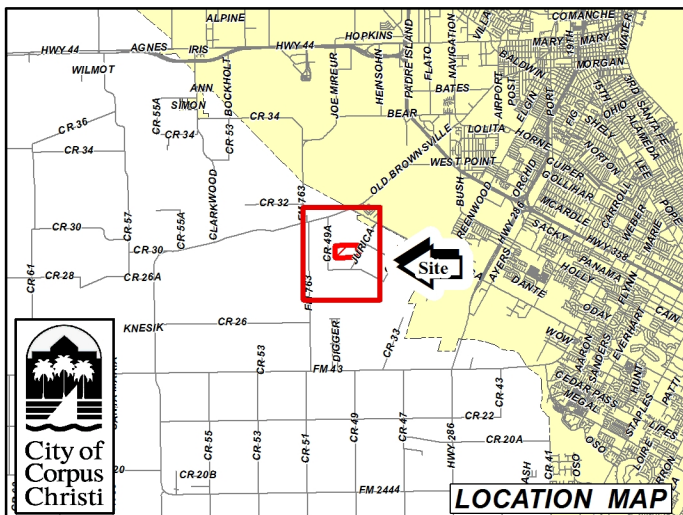
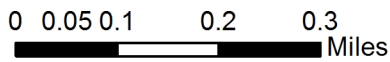
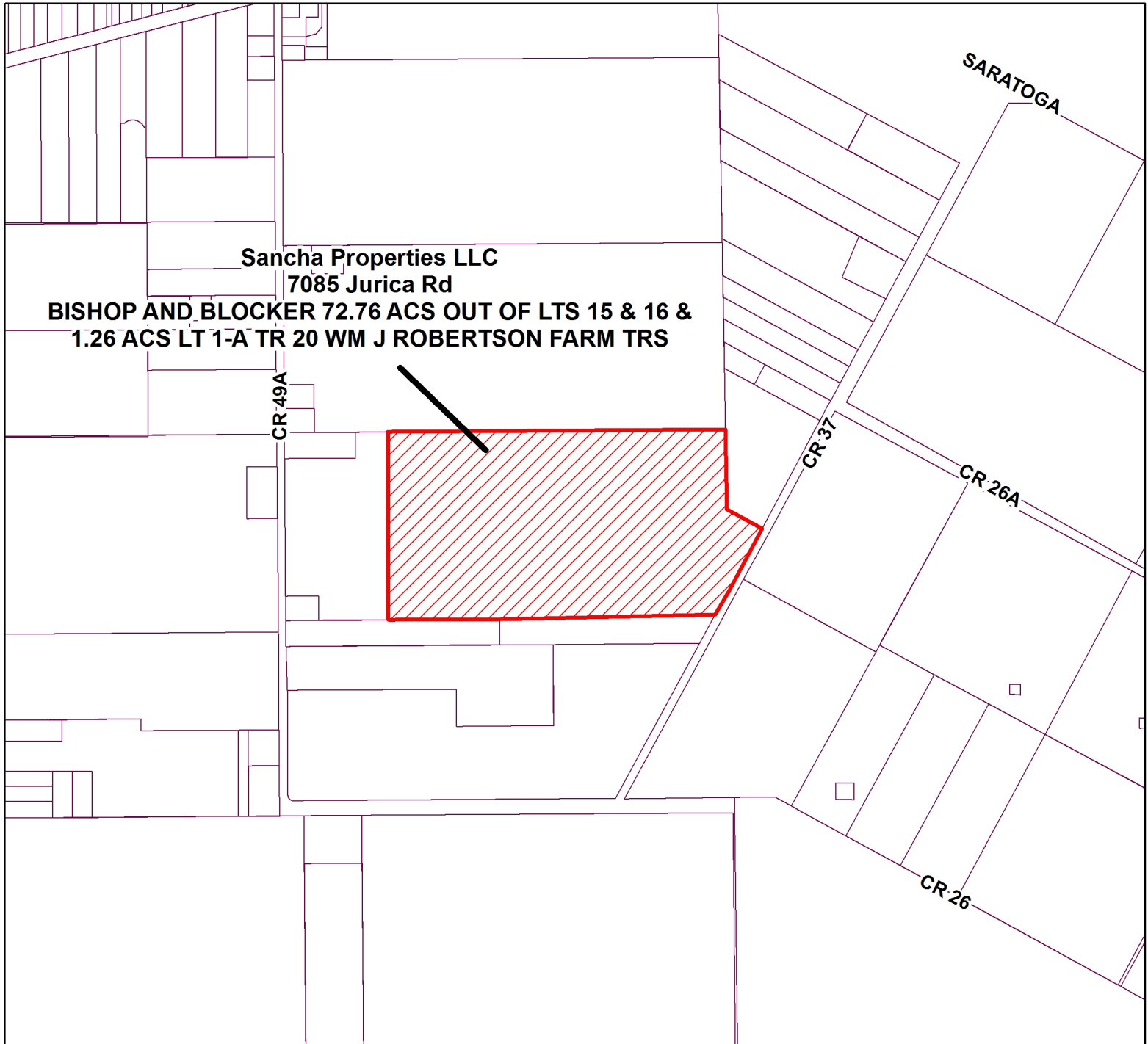


Exhibit "A"

Water Contract Location Map



Date Created: 1/30/2018
 Prepared By: Jeremy M
 Department of Development Svcs
 File: K:\Development Svcs\SHARED\GIS Projects\Cases\
 2018 Water Contracts\7085 Jurica Rd
 Projected Coordinate System: NAD_1983_StatePlane_Texas_South_FIPS_4205_Feet
 Projection: Lambert_Conformal_Conic