

## SANITARY SEWER CONNECTION AGREEMENT

STATE OF TEXAS       §

COUNTY OF NUECES   §

THIS AGREEMENT is entered into between the City of Corpus Christi, a Texas Home-Rule Municipal Corporation, P.O. Box 9277, Corpus Christi, Texas 78469-9277, hereinafter called "City" and Kitty Hawk Development Ltd., 8230 S. Staples Street, Corpus Christi, TX 78413 hereinafter called "Developer/Owner".

**WHEREAS**, Developer/Owner in compliance with the City's Platting Ordinance, has submitted the plat for Kitty Hawk Unit II, hereinafter called "Development", (**Exhibit 1**); and,

**WHEREAS**, wastewater construction plans and construction are a requirement of the plat, and

**WHEREAS**, the Development Services Engineer has determined that sanitary sewer is not reasonably available or of sufficient capacity; and

**WHEREAS**, City agrees to allow Developers/Owner to record the plat of the Development Property without initial construction of wastewater laterals and collection lines; and

**NOW THEREFORE**, for the consideration set forth hereinafter, the City and Developer agree as follows:

Developer/Owner agrees for itself, its successors, transferees, and assigns, as follows:

1. to connect to City sewer at such time as a wastewater manhole is located at the frontage of the property or a wastewater line extends along the frontage of the property;
2. to pay wastewater acreage fees at the rate in effect at the time of connection if wastewater services are available within fifteen (15) years from the recording date of the plat; and
3. to pay tap fees and pro rata fees at the time of connection to City wastewater.

City agrees:

1. to allow property to use on-site wastewater treatment in compliance with State and local regulations.

**INDEMNIFICATION:**

**DEVELOPER/OWNER, COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS AND ACTIONS OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, WHICH ARISE OUT OF OR ARE IN ANY MANNER CONNECTED WITH, OR ARE CLAIMED TO ARISE OUT OF OR BE IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT OF KITTY HAWK UNIT II, INCLUDING THE INJURY, LOSS OR DAMAGE CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM.**

This agreements and covenants set forth herein are covenants running with the land, to be filed in the Office of the Nueces County Clerk Office, and shall be binding on Developer/Owner, its successors and assigns, and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns and to third party beneficiaries from and after the date of execution.

EXECUTED IN DUPLICATE originals, this 7 day of NOVEMBER, 2013.

DEVELOPER/OWNER:

Kitty Hawk Development Ltd.  
8230 S. Staples Street  
Corpus Christi, TX 78413



John P. Bratton, General Manager

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 7<sup>th</sup> day of November, 2013, by John P. Bratton, General Manager, Kitty Hawk Development Ltd.

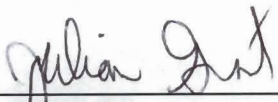
  
Notary Public, State of Texas

APPROVED:

This 13<sup>th</sup> day of NOVEMBER, 2013

By:   
Renee Couture, P.E.  
Development Services Engineer

APPROVED as to form:

By:   
Julian Grant  
Senior Assistant City Attorney  
For City Attorney



