

ORDINANCE EXEMPTING THE LAYTON MANOR, BLOCK 1, LOT 4 PROPERTY LOCATED EAST OF FLOUR BLUFF DRIVE AND NORTH OF RAMFIELD ROAD, FROM THE PAYMENT OF THE WASTEWATER LOT/ACREAGE FEES UNDER SECTION 8.5.2.G.1 OF THE UNIFIED DEVELOPMENT CODE; REQUIRING THE OWNER/DEVELOPER TO COMPLY WITH THE SPECIFIED CONDITIONS.

WHEREAS, Layton Manor, Block 1, Lot 4 (Property) located east of Flour Bluff Drive and north of Ramfield Road and is not currently served by the City wastewater system;

WHEREAS, the owner/developer has submitted a written request that the Property be exempt from the payment of wastewater lot or acreage fees based on the determination that it is not likely that the area will be served by the City wastewater system within the next fifteen (15) years;

WHEREAS, based on Section 8.5.2.G.1 of the Unified Development Code of the City of Corpus Christi, City Staff and the Planning Commission recommend that City Council find that it is not likely that the area will be served by the City wastewater system within the next fifteen (15) years and that the Subdivision be exempt from the payment of wastewater lot or acreage fees at this time.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:

SECTION 1. It is determined that Layton Manor, Block 1, Lot 4 (Property), located east of Flour Bluff Drive and north of Ramfield Road, is not likely to be served by city wastewater service within the next fifteen (15) years and is exempt from the payment of wastewater lot or acreage fees at this time, pursuant to Section 8.5.2.G.1 of the Unified Development Code of the City of Corpus Christi.

SECTION 2. The exemption from the payment of wastewater lot or acreage fees, pursuant to Section 8.5.2.G.1 of the Unified Development Code of the City of Corpus Christi, is conditioned upon owner/developer compliance with the following:

- a. That the owner/developer of the Subdivision enter into a Sanitary Sewer Connection Agreement with conditions (copy of Agreement attached hereto and incorporated herein to this Ordinance for all purposes).
- b. That the Sanitary Sewer Connection Agreement requires payment of the wastewater lot or acreage, pro-rata, and tap fees at the rate in effect at the time of connection to City wastewater.

c. That the Sanitary Sewer Connection Agreement be recorded in the Office of the Nueces County Clerk’s Office prior to the recordation of the plat.

d. That the Sanitary Sewer Connection Agreement and covenants contained in the agreement are covenants running with the land.

SECTION 3. Publication shall be made in the City’s official publication as required by the City’s Charter.

The foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 20____, by the following vote:

Nelda Martinez	_____	Chad Magill	_____
Carolyn Vaughn	_____	Colleen McIntyre	_____
Rudy Garza	_____	Lillian Riojas	_____
Brian Rosas	_____	Mark Scott	_____
Lucy Rubio	_____		

The foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 20____, by the following vote:

Nelda Martinez	_____	Chad Magill	_____
Carolyn Vaughn	_____	Colleen McIntyre	_____
Rudy Garza	_____	Lillian Riojas	_____
Brian Rosas	_____	Mark Scott	_____
Lucy Rubio	_____		

PASSED AND APPROVED this the _____ day of _____, 20_____

ATTEST:

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

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 Jack L. Tucker, Trustee, Jack L. Tucker Protection Trust, 1730 Ramfield Road, Corpus Christi, Texas 78418 hereinafter called "Developer/Owner."

WHEREAS, Developer/Owner in compliance with the City's Unified Development Code, has submitted the plat for Layton Manor, Block 1, Lot 4, 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 THE GRAND RESERVE UNIT 2, 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 original, this 2nd day of October, 2015.

DEVELOPER/OWNER:



Jack L. Tucker
Trustee
Jack L. Tucker Protection Trust

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 2nd day of October, 2015, by Jack L. Tucker.



Notary Public, State of Texas

APPROVED:

This _____ day of _____, 2015

By: _____
Daniel M. Grimsbo, P.E., AICP
Development Services Director

APPROVED as to form:

By: _____
Julian Grant
Senior Assistant City Attorney
For City Attorney

