

**Resolution authorizing outside city limits water contract with MPM Development, LP to provide public water to Gemini Acres Unit 1. (Developer will work to achieve voluntary annexation for all future Units of Gemini Acres.)**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:**

**Section 1.** The City Council authorizes the City Manager or designee to enter an outside city limits water contract with MPM Development, LP property the owner of Gemini Acres Unit 1 a 73.897 Acre Portion, more or less, of Section 2, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records, Nueces County, TX

to provide public water to their respective property located outside the city limits pursuant to Chapter 55, Article VIII of the City Code of Ordinances.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_ 2022:

Paulette Guajardo \_\_\_\_\_

Roland Barrera \_\_\_\_\_

Gil Hernandez \_\_\_\_\_

Michael Hunter \_\_\_\_\_

Billy Lerma \_\_\_\_\_

John Martinez \_\_\_\_\_

Ben Molina \_\_\_\_\_

Mike Pusley \_\_\_\_\_

Greg Smith \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Paulette Guajardo  
Mayor

**WATER SERVICE CONTRACT FOR PROPERTY  
SITUATED PARTLY OR WHOLLY BEYOND CITY LIMITS**

**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.

This Water Service Contract ("Agreement") is entered into between MPM Development, LP (referred to in this Agreement as Owner), whose address is P O Box 331308, Frost Bank (referred to in this Agreement as Lienholder) whose address is 501 North Shoreline, Corpus Christi, TX 78401 and the City of Corpus Christi, Texas ("City"), a home rule city of more than 300,000 population, municipal corporation, and body politic under the laws of the State of Texas whose address is 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:

**Section 1. Ownership of Property to Receive Water**

Owner is an owner in fee simple and of all existing rights, titles, and interests therein of all the following described property (referred to in this Agreement as "Property") located in Nueces County, Texas, which is situated partly or wholly beyond the corporate limits of the 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:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Block One (1), Gemini Acres Unit 1.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty One (21), Twenty Two (22), Block Two (2), Gemini Acres Unit 1.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Block Three (3), Gemini Acres Unit 1.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Block Four (4), Gemini Acres Unit 1.

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Block Five (5), Gemini Acres Unit 1.

Lots One (1), Two (2), Three (3), Block Six (6), Gemini Acres Unit 1.

**Section 2. New Construction**

The Owner agrees to construct all improvements on such Property under all City codes and regulations and obtain all City technical construction permits as though the Property was inside the City. Owner consents to inspections of all of such construction by duly authorized inspectors or representatives of City departments charged with enforcement of the codes and regulations.

The Owner agrees 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.

**Section 3. Provision of Water**

The City agrees to deliver City water to such Property or waterlines on the Property under rules and regulations promulgated and authorized by the Code of Ordinances, City of Corpus Christi.

**Section 4. 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 as consumers within the City limits including installation and disconnections for failure to pay charges. Additionally, the Owner must pay the applicable water service rates and application fees established in the Code of Ordinances, City of Corpus Christi.

**Section 5. Backflow Devices**

Upon a determination by City staff that a backflow device is required by State law, City Ordinance, or for the general safety of the public water system, a backflow device must be installed and maintained at the Owner's expense.

**Section 6. Covenant Running with The Land**

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 constitutes a covenant running with the land.

**Section 7. Termination**

This contract is terminable at will by the City Manager or designee upon failure to comply with any of the conditions of the Agreement.

**Section 8. Consent by Lienholder(s)**

Lienholder(s) is the current holder of a beneficial interest in the Property. Lienholder(s) hereby consents and agrees to the above terms and covenant running with the land, and foreclosure of the lien(s) shall not extinguish the covenant running with the land.

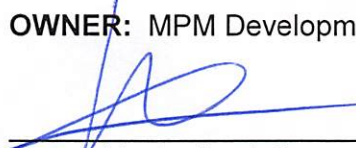
**Section 9. Execution**

This Agreement is executed in one original document. Accordingly, this Agreement becomes effective and is binding upon and inures to the benefit of the City and Owner and their successors and assigns from and after the date all signatories have executed the Agreement.

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

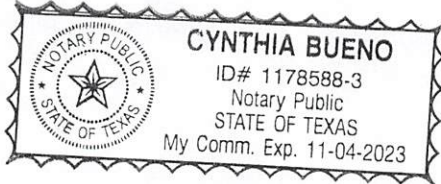
**EXECUTED IN ONE ORIGINAL**

**OWNER:** MPM Development, LP

  
\_\_\_\_\_  
Moses Mostaghasi, Owner

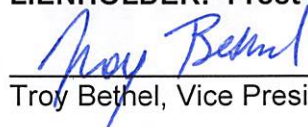
**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF NUECES**   §

This instrument was acknowledged before me on this the 29 day of JUNE, 2022 by Moses Mostaghasi, Owner on behalf of MPM Development, LP.



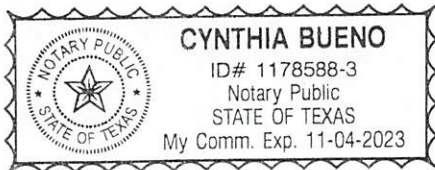
  
\_\_\_\_\_  
Notary Public, State of Texas

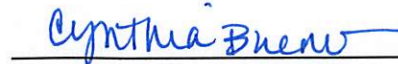
**LIENHOLDER:** Frost Bank

  
\_\_\_\_\_  
Troy Bethel, Vice President

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF NUECES**   §

This instrument was acknowledged before me on this the 29 day of June, 2022 by Troy Bethel, Vice President on behalf of Frost Bank



  
\_\_\_\_\_  
Notary Public, State of Texas

**City of Corpus Christi:**

ATTEST:

By: \_\_\_\_\_  
Rebecca Huerta  
City Secretary

By: \_\_\_\_\_  
Albert J. Raymond III,  
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

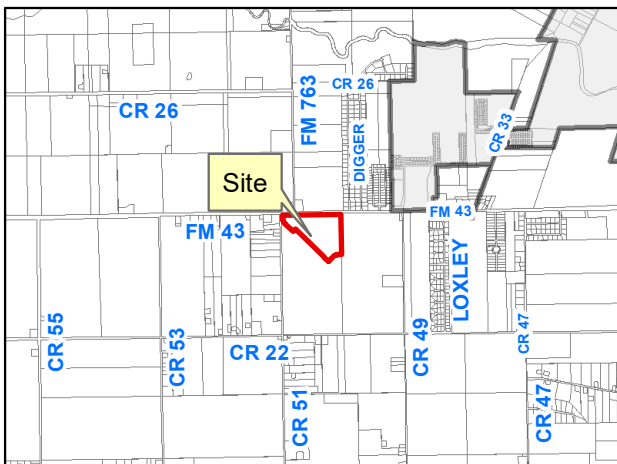
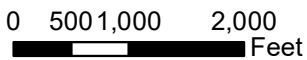
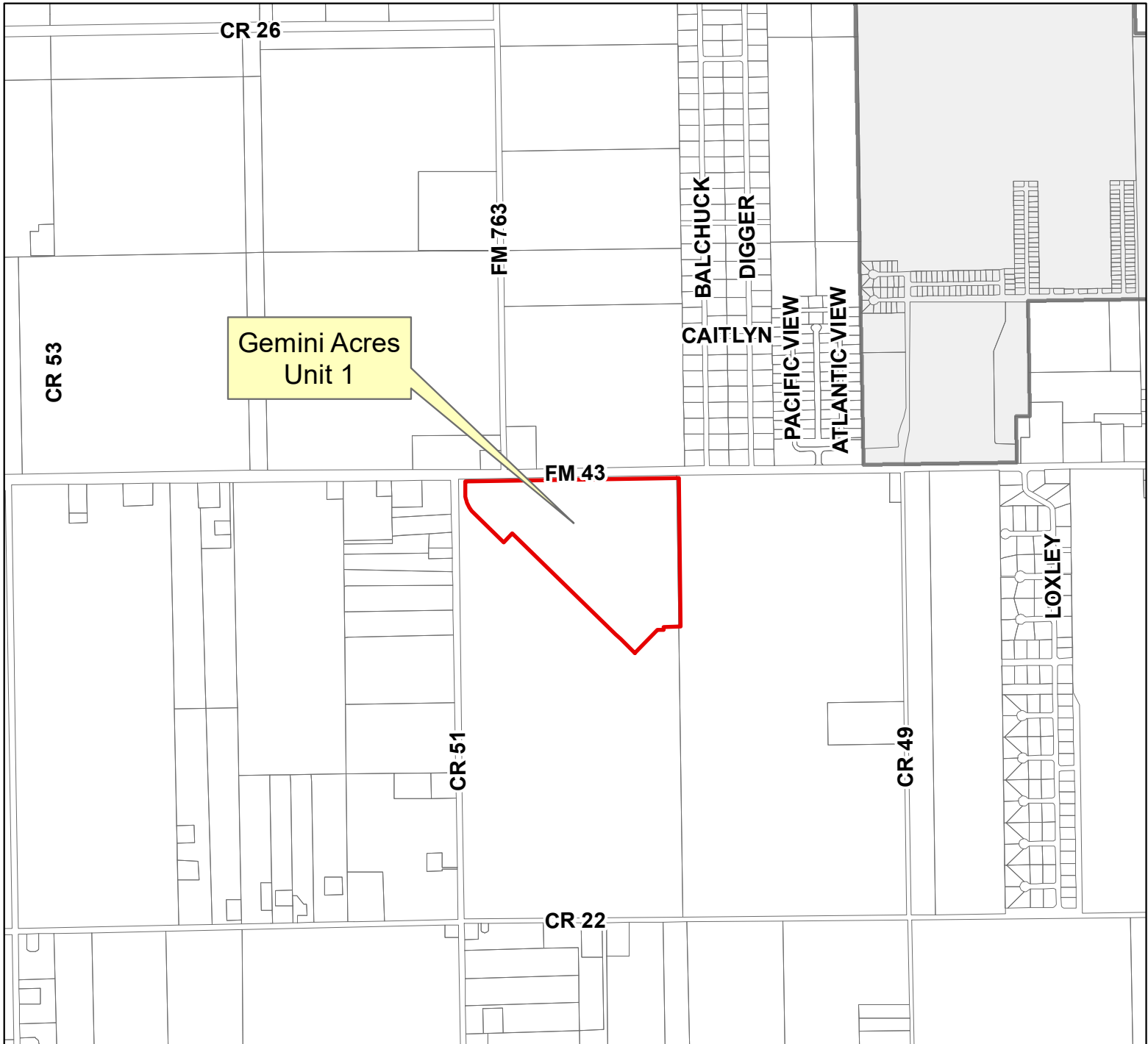
STATE OF TEXAS           §  
COUNTY OF NUECES     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Albert J. Raymond III, 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



# Exhibit "A"



## Water Contract Location Map

-  City Limits
-  Subject Property