

**STANDARD FORM CONTRACT FOR PROVIDING WATER WHERE PROPERTY IS
SITUATED PARTLY OR WHOLLY BEYOND CITY LIMITS**

STATE OF TEXAS §

COUNTY OF NUECES §

THIS CONTRACT AND AGREEMENT made and entered into an original by and between, Mostaghasi Enterprises, Inc., (Owner), whose address is 3701 Cimarron Boulevard, Corpus Christi, Texas, 78414 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:

Sun George Village, Block 4, Lot 11, also commonly known by its street
address as 2018 Hyacinth Drive.

II. 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.

III. Owner agrees 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 consents 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 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.

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. 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.

WITNESS OUR HAND this ____ day of _____, 2015.

OWNER: Mostaghasi Enterprises, Inc.

Hossein Mostaghasi
President

STATE OF TEXAS §
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This instrument was acknowledged before me on this the ____ day of _____, 2015, by Hossein Mostaghasi, President, Mostaghasi Enterprises, Inc.

Notary Public, State of Texas

City of Corpus Christi:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

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

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This instrument was acknowledged before me on this ____ day of _____, 2015, 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

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COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2015, by City Manager or designee, 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 _____, 2015.

Julian Grant
Senior Assistant City Attorney
for the City Attorney

