

## Resolution

**Authorizing the City Manager or designee to enter into outside city limits water contracts with the property owners in The Promenade Subdivision to provide public water to their respective properties pursuant to Chapter 55, Article VIII, Code of Ordinances.**

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

The City Council authorizes the City Manager or designee to enter into outside city limits water contracts, an example of which is attached to this resolution and incorporated herein for all purposes, with property owners of up to 100 lots in The Promenade Subdivision to provide public water to their respective properties located outside the city limits pursuant to Chapter 55, Article VIII of the City Code of Ordinances.

**ATTEST: THE CITY OF CORPUS CHRISTI**

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

\_\_\_\_\_  
Nelda Martinez  
Mayor

Corpus Christi, Texas

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

The above resolution was passed by the following vote:

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

**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, Rick's Homes, a Texas Limited Liability Company (Owner), whose address is 4833 Saratoga Blvd. PMB #423, Corpus Christi, TX 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:

**W I T N E S S E T H:**

**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:

The Promenade Lot \_\_, Block \_\_, also commonly known by its street  
address as \_\_\_\_\_, Corpus Christi, TX 78415

**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.** 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. 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 \_\_\_\_\_, 2016.

**OWNER: Rick's Homes, a Texas Limited Liability Company**

\_\_\_\_\_  
Hamad Mostaghassi, Member

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by Hamad Mostaghassi, Member of Rick's Homes, a Texas Limited Liability Company.

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

**City of Corpus Christi:**

ATTEST:

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

By: \_\_\_\_\_  
Daniel McGinn, Interim Director  
Development Services Department

STATE OF TEXAS           §  
COUNTY OF NUECES    §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, 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

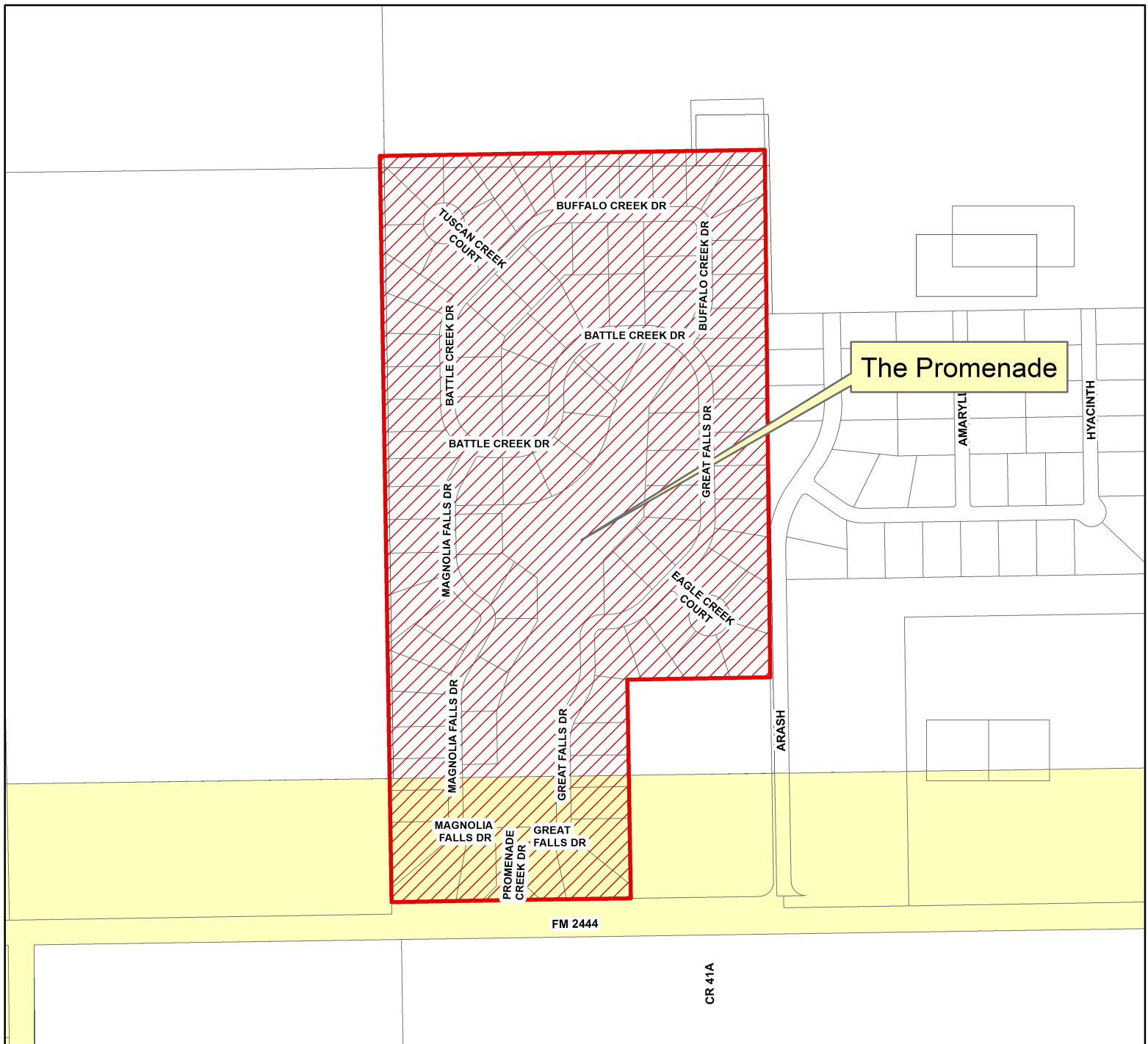
STATE OF TEXAS           §  
COUNTY OF NUECES    §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Daniel McGinn, Interim Director of Development Services, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

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

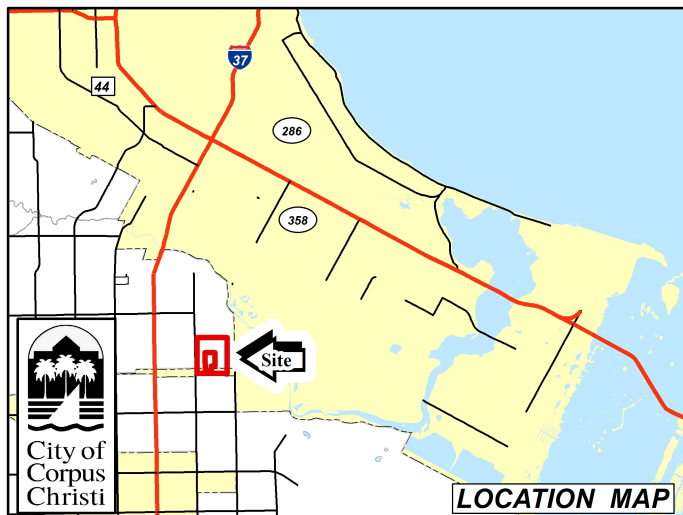
APPROVED AS TO FORM: \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Julian Grant  
Senior Assistant City Attorney  
for the City Attorney



The Promenade

0 0.035 0.07 0.14 0.21 Miles



# Exhibit "A"

## Water Contract Location Map

PLANNING.CITYLIMITS

