

ORDINANCE
EXEMPTING SUMMER BREEZE ESTATE PHASE 2, BLOCK 1, LOTS 1-10, LOCATED WEST OF FLOUR BLUFF DRIVE AND NORTH OF YORKTOWN BOULEVARD, FROM THE PAYMENT OF THE WASTEWATER LOT OR 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, Summer Breeze Estate Phase 2, Block 1, Lots 1-10, located west of Flour Bluff Drive and north of Yorktown Boulevard, is not currently served by the City wastewater system;

WHEREAS, the owner/developer has submitted a written request that the Subdivision 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, the Planning Commission recommend the City Council that the area is not likely to be served by the City wastewater services 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. Pursuant to the request of the Summer Breeze Estate Phase 2, Block 1, Lots 1-10, Mr. Bryan R. Tucker ("owner"), the Planning Commission recommends the City Council approving the applicant's request to waive wastewater lot or acreage fees in the accordance with 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.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2017, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Debbie Lindsey-Opel	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2017, by the following vote:

Joe McComb	_____	Ben Molina	_____
Rudy Garza	_____	Lucy Rubio	_____
Paulette Guajardo	_____	Greg Smith	_____
Michael Hunter	_____	Carolyn Vaughn	_____
Debbie Lindsey-Opel	_____		

PASSED AND APPROVED on this the _____ day of _____, 2017.

ATTEST:

Rebecca Huerta
City Secretary

Joe McComb
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 Bryan R. Tucker, 3746 Scarlet Oak Drive, 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 Summer Breeze Estate Phase 2, Block 1, Lots 1-10, 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;

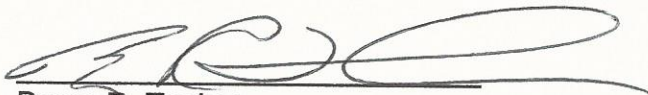
INDEMNIFICATION:

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 SUMMER BREEZE ESTATES PHASE 2 BLOCK 1, LOTS 1-10 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 17th day of October, 2017.

DEVELOPER/OWNER:


Bryan R. Tucker
Owner

STATE OF TEXAS §
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COUNTY OF NUECES §

This instrument was acknowledged before me on this 17, day of October, 2017, by Alicia Del Valle.




Notary Public, State of Texas

CITY OF CORPUS CHRISTI:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
William J. Green P.E.
Development Services Interim Director

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was signed by William J. Green, P.E., Development Services Interim Director, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2017.

Notary Public, State Of Texas

APPROVED as to form:

By: _____
Buck Brice
Assistant City Attorney
For City Attorney

EXHIBIT 1