

**ORDINANCE**

**exempting Swan Village Unit 1 located on FM 2444, between CR 41 and CR 43, from the payment of wastewater acreage fees under Section 8.5.2.G.1 of the Unified Development Code; requiring a sanitary sewer connection agreement**

**WHEREAS**, Swan Village Unit 1, located on south side of Farm-to-Market Road 2444 (FM 2444), between County Road 41 and County Road 43 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 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 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.** Pursuant to the request of Swan Village Unit 1, GTHH Development, LLC. ("owner"), the Planning Commission has recommended City Council approving the applicant request to waive sanitary sewer infrastructure construction per Section 8.2.7.A of the Unified Development Code (UDC) and an exemption from the wastewater lot or acreage fee in accordance with Section 8.5.2.G 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 \_\_\_\_\_, 2019, by the following vote:

Joe McComb \_\_\_\_\_  
Roland Barrera \_\_\_\_\_  
Rudy Garza \_\_\_\_\_  
Paulette M. Guajardo \_\_\_\_\_  
Gil Hernandez \_\_\_\_\_

Michael Hunter \_\_\_\_\_  
Ben Molina \_\_\_\_\_  
Everett Roy \_\_\_\_\_  
Greg Smith \_\_\_\_\_

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by the following vote:

Joe McComb \_\_\_\_\_  
Roland Barrera \_\_\_\_\_  
Rudy Garza \_\_\_\_\_  
Paulette M. Guajardo \_\_\_\_\_  
Gil Hernandez \_\_\_\_\_

Michael Hunter \_\_\_\_\_  
Ben Molina \_\_\_\_\_  
Everett Roy \_\_\_\_\_  
Greg Smith \_\_\_\_\_

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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 GTHH Development, LLC, 4822 Saratoga Blvd PMB 423, Corpus Christi, TX, 78413 hereinafter called "Developer/Owner".

**WHEREAS**, Developer/Owner in compliance with the City's Unified Development Code, has submitted the plat for Swan Village Unit 1, Located on FM 2444, between County Road 41 and County Road 43. , " (**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 SWAN VILLAGE, 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.

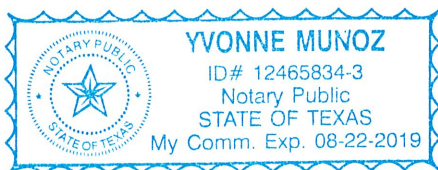
**EXECUTED original, this** 23 **day of** January, 2019.

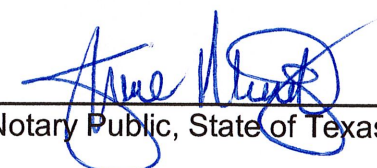
**DEVELOPER/OWNERS:**

  
\_\_\_\_\_  
Hamed Mostaghassi, Partner  
GTHH Development, LLC

STATE OF TEXAS       §  
                                  §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on this 23, day of January, 2019, by Hamed Mostaghassi



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

CITY OF CORPUS CHRISTI:

\_\_\_\_\_  
Nina Nixon-Méndez, FAICP  
Director of Development Services

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by  
\_\_\_\_\_, Director of Development Services for the City  
of Corpus Christi, Texas.

\_\_\_\_\_  
Notary Public's Signature

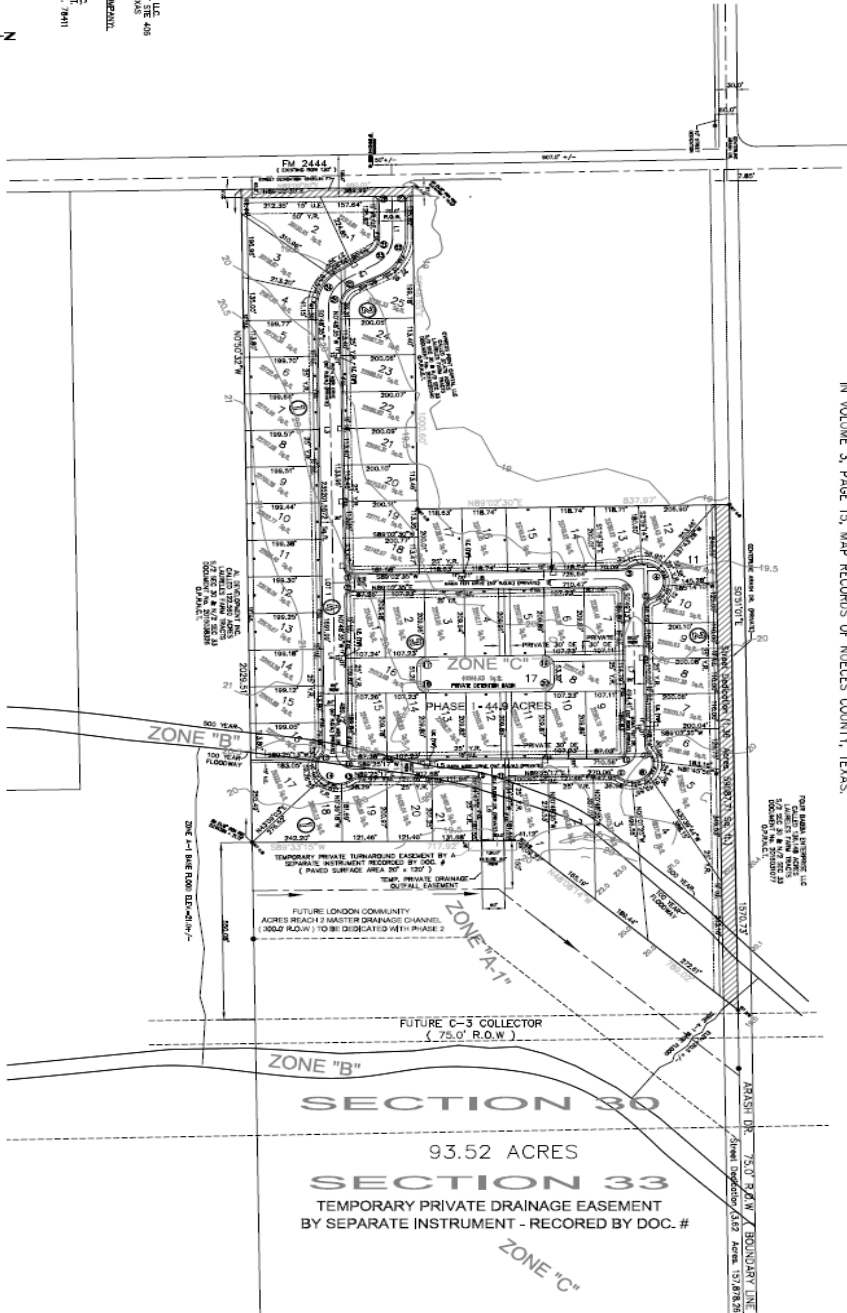
APPROVED as to form:

\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
For City Attorney

EXHIBIT 1

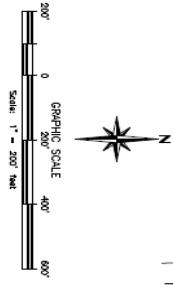
PLAT OF  
SWAN VILLAGE - PHASE ONE

BEING 44.896 ACRES TRACT OF LAND, BEING A PORTION OF THE SOUTH HALF OF SECTION 30  
AND THE NORTH HALF OF SECTION 33, LAURELS FARM TRACT, A MAP OF WHICH IS RECORDED  
IN VOLUME 3, PAGE 15, MAP RECORDS OF NIECES COUNTY, TEXAS.



OWNER:  
CHM DEVELOPMENT LLC  
2500 S. GARDEN STREET, SUITE 400  
DALLAS, TEXAS 75219

LAND SURVEYING COMPANY:  
LAND SURVEYING, INC.  
2500 S. GARDEN STREET, SUITE 400  
DALLAS, TEXAS 75219



LINE	BEARING	DISTANCE
L1	S 74° 17' 27" E	120.82
L2	S 67° 07' 00" W	83.04
L3	S 70° 48' 35" E	858.27
L4	S 69° 25' 17" E	509.58
L5	S 70° 47' 17" E	705.56
L6	S 70° 47' 17" E	226.62
L7	N 0° 49' 13" W	484.37
L8	S 89° 02' 33" W	755.34

- ① = 20.00' 31.47' ⑤ = 34.50' 40.83.44' ⑨ = 34.50' 20.10' ⑬ = 34.50' 47.42' ⑰ = 30.00' 47.42' ⑲ = 30.00' 47.42' ⑳ = 30.00' 47.42' ㉑ = 30.00' 47.42' ㉒ = 30.00' 47.42' ㉓ = 30.00' 47.42' ㉔ = 30.00' 47.42' ㉕ = 30.00' 47.42' ㉖ = 30.00' 47.42' ㉗ = 30.00' 47.42' ㉘ = 30.00' 47.42' ㉙ = 30.00' 47.42' ㉚ = 30.00' 47.42' ㉛ = 30.00' 47.42' ㉜ = 30.00' 47.42' ㉝ = 30.00' 47.42' ㉞ = 30.00' 47.42' ㉟ = 30.00' 47.42' ㊱ = 30.00' 47.42' ㊲ = 30.00' 47.42' ㊳ = 30.00' 47.42' ㊴ = 30.00' 47.42' ㊵ = 30.00' 47.42' ㊶ = 30.00' 47.42' ㊷ = 30.00' 47.42' ㊸ = 30.00' 47.42' ㊹ = 30.00' 47.42' ㊺ = 30.00' 47.42' ㊻ = 30.00' 47.42' ㊼ = 30.00' 47.42' ㊽ = 30.00' 47.42' ㊾ = 30.00' 47.42' ㊿ = 30.00' 47.42'

TEXAS GEO TECH  
ENGINEERING & LAND SURVEYING, INC.  
6606 SOUTH GARDEN - SUITE 400  
DALLAS, TEXAS 75219  
(940) 886-8866  
FAX: 817-886-8866  
DATE: 11/27/2018