

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

STATE OF TEXAS §

COUNTY OF NUECES §

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; and

Whereas, the city manager or designated representative is authorized to execute water service contracts meeting all of the requirements contained in Chapter 55, Article VIII of the Corpus Christi Code when no additional service connection is involved or the contract is for temporary water service for a period of not more than one (1) year or for consumption of less than ten-acre feet of water during the entire contract term.

THIS CONTRACT AND AGREEMENT made and entered into an original by and between Saratoga Oaks Apartments, LLC., (Owner), whose address 8026 Bar Le Doc Corpus Christi, Texas 78414, Charter Bank (Lienholder) whose address is P.O. Box 10306, Corpus Christi, Texas 78460 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:

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), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Block One (1), River Edge Village - Phase 1 Subdivision.

Lots One (1), Two (2), Three (3) Block Two (2), River Edge Village - Phase 1 Subdivision.

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 Five (5), River Edge Village - Phase 1 Subdivision.

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 Seven (7), River Edge Village - Phase 1 Subdivision.

Lot One (1), Block Nine (9), River Edge Village - Phase 1 Subdivision.

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 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.

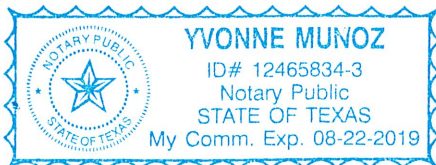
WITNESS OUR HAND this 20th day of February, 2019.

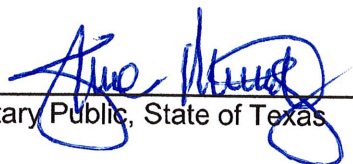
OWNER: Saratoga Oaks Apartments, LLC.


Hossein Mostaghasi, Member

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on this the 20th day of February, 2019, by Hossein Mostaghasi, Member, Saratoga Oaks Apartments, LLC.



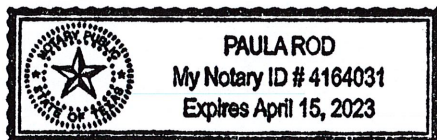

Notary Public, State of Texas

LIENHOLDER: Charter Bank

Raleigh Cosby
Raleigh Cosby, Sr. Vice President

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on this the 26 day of February, 2019, by Raleigh Cosby, Sr. Vice President, Charter Bank



Paula Rod
Notary Public, State of Texas

City of Corpus Christi:

ATTEST:

By: _____
Rebecca Huerta
City Secretary

By: _____
Nina Nixon-Mendez, FAICP
Director of Development Services

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2019, 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

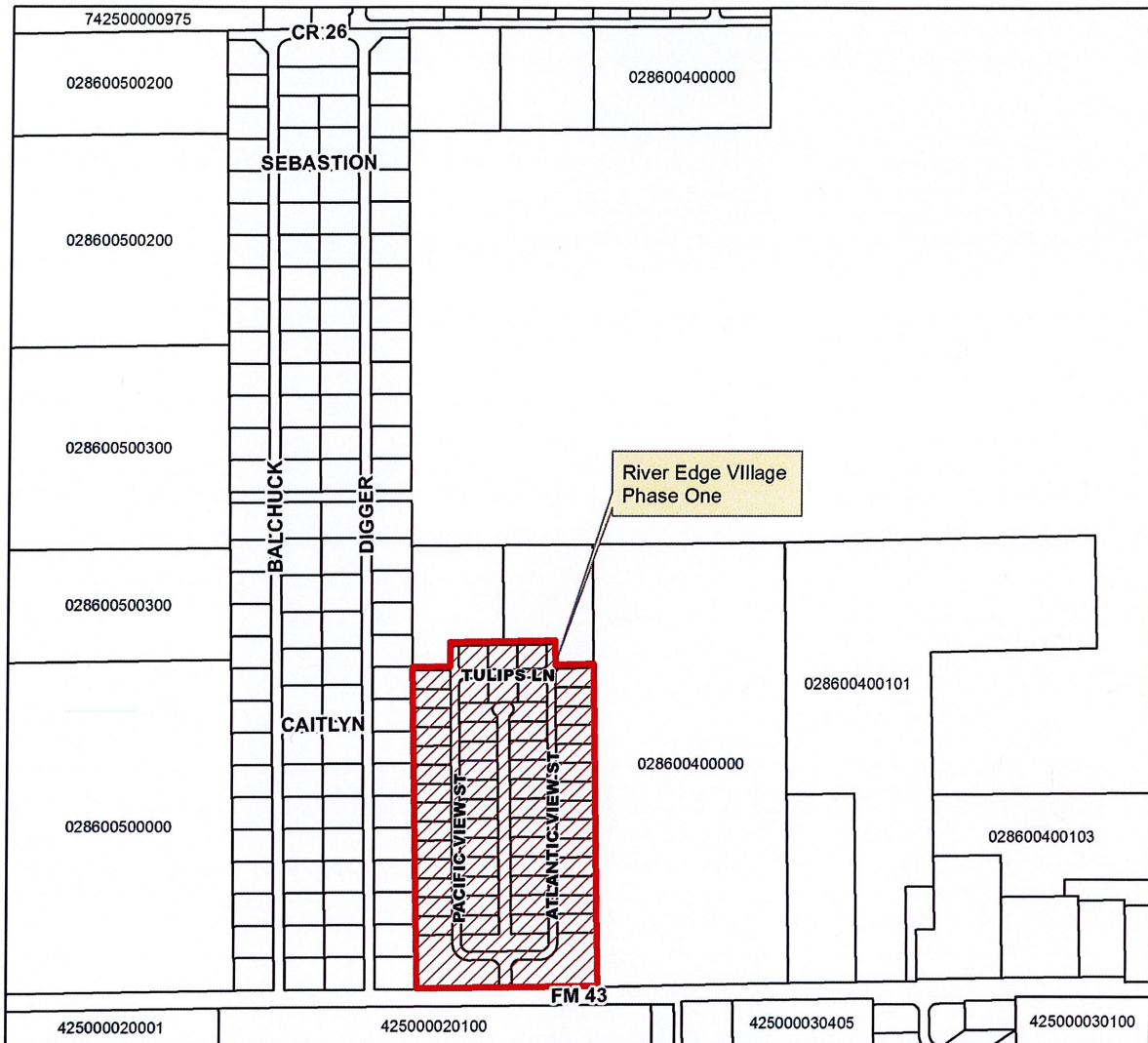
STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this ____ day of _____, 2019, by Nina Nixon-Mendez, FAICP, 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: ____ day of _____, 2019.

Buck Brice
Assistant City Attorney
for the City Attorney



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Miles

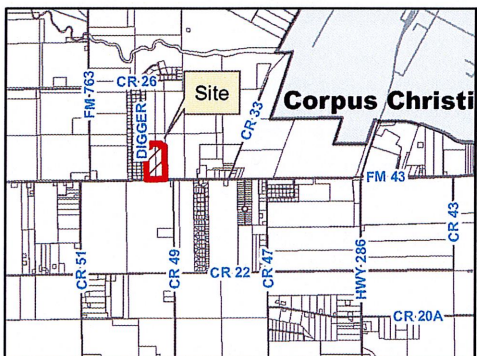

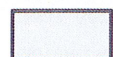


Exhibit "A"

Water Contract Location Map

-  Subject Parcel
-  City Limits



Date Created: 2/8/2019
Prepared By: Lawrence
Department of Development Services
File: K:\Development\svcs\SHARED\GIS Projects\Cases\2019\Water Contracts\
River Edge Village Phase One
Projected Coordinate System: NAD_1983_StatePlane_Texas_South_FIPS_4205_Feet
Projection: Lambert_Conformal_Conic