

Ordinance annexing for full purpose up to 1,500 acres of land into the territorial limits of the City of Corpus Christi and extending the boundary limits of said city to include said hereinafter described property within said city limits; adopting a service plan; and declaring an emergency.

WHEREAS, Texas Local Government Code §43.003 and City Charter of the City of Corpus Christi, Texas, Article 1, Sec. 1 authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, offers of development agreements pursuant to Texas Local Government Code §43.016 have been made;

WHEREAS, this annexation will leave out property where the property owner has signed a Development Agreement with the City of Corpus Christi as per Local Government Code Chapter 43;

WHEREAS, on April 23rd and 30th, 2019, public hearings were held by the City Council, during City Council meetings held in the Council Chambers, at City Hall, in the City of Corpus Christi, following publication of notice of the hearings in a newspaper of general circulation in the City of Corpus Christi and San Patricio County, for the consideration of annexation proceedings and the service plan for the defined lands and territory, during which all persons interested in the annexations were allowed to appear and be heard;

WHEREAS, a service plan for the area proposed to be annexed was made available for public inspection, including on the City's website on April 19th, 2019 and made available for public discussion at public hearings on April 23rd and 30th, 2019;

WHEREAS, the area contains fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract in accordance with Texas Local Government Code §43.052(h)(1);

WHEREAS, it has been determined by the City Council that the territory now proposed to be annexed lies wholly within the extraterritorial jurisdiction of the City of Corpus Christi;

WHEREAS, it has been determined by the City Council that the territory now proposed to be annexed abuts and is contiguous and adjacent to the City of Corpus Christi;

WHEREAS, it has been determined that the territory now proposed to be annexed abuts and/or is contiguous with the City of Portland city limit and the City of Gregory extraterritorial jurisdiction;

WHEREAS, it has been determined by the City Council that the territory now proposed to be annexed constitutes lands and territories subject to annexation as provided by the City Charter of the City of Corpus Christi and the laws of the State of Texas; and

WHEREAS, it has been determined that it would be advantageous to the City and to its citizens and in the public interest to annex the lands and territory hereinafter described.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. That an approximately 1,322.02 acre tract of land (by reference the "Annexed Area"), more or less, described by metes and bounds and a map in Exhibit A & B, generally located along the north side of Corpus Christi Bay within San Patricio County including parcels between the cities of Portland and Gregory, from US Highway 181 to FM 2986; as well as parcels east of US Highway 181, South of State Highway 35, and West of La Quinta Road, is annexed to, brought within the corporate limits, and made an integral part of the City of Corpus Christi, save and except the property described and attached as Exhibit C herein in accordance with City Council approved Development Agreement per Local Government Code 43.016.

SECTION 3. The Development Agreement attached as Exhibit C herein signed by the City Manager is approved.

SECTION 4. The Service Plan attached as Exhibit D is approved, and municipal services shall be provided to the Annexed Area in accordance therewith. The service plan provides for the same number of services and levels of service for the annexed area and to the same extent that such services are in existence in the area annexed immediately preceding the date of annexation or that are otherwise available in other parts of the city with land uses and population densities similar to those contemplated or projected in the area annexed.

SECTION 5. That the owners and inhabitants of the tracts or parcels of land annexed by this ordinance are entitled to all the rights, privileges, and burdens of other citizens and property owners of the City of Corpus Christi, and are subject to and bound by the City Charter of the City of Corpus Christi, and the ordinances, resolutions, motions, laws, rules and regulations of the City of Corpus Christi and to all intents and purposes as the present owners and inhabitants of the City of Corpus Christi are subject.

SECTION 6. That the official map and boundaries of the City and its extraterritorial jurisdiction, previously adopted and amended, are amended to include the Annexed Area described in this ordinance as part of the City of Corpus Christi, Texas

SECTION 7. In accordance the City's Unified Development Code section 4.1.5 Newly Annexed Territory, the Annexed Area shall be designated with an initial zoning district of "FR" Farm-Rural District.

SECTION 8. That the City Manager or his designee is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City and its extraterritorial jurisdiction to add the territory annexed as required by law.

SECTION 9. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of the ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

SECTION 10. The City Secretary is hereby directed to file with the County Clerk of San Patricio, Texas, a certified copy of this ordinance.

SECTION 11. Upon the written request of the Mayor or five Council members, copy attached, the City Council finds and declares an emergency due to the need for immediate action necessary for the efficient and effective administration of City affairs and suspends the City Charter rule that requires consideration of and voting upon ordinances at two regular meetings so that this ordinance is passed and takes effect upon first reading as an emergency measure this 21st day of May, 2019.

21st Day of May 2019
TO THE MEMBERS OF THE CITY COUNCIL
Corpus Christi, Texas

For the reasons set forth in the emergency clause of the foregoing ordinance, an emergency exists requiring suspension of the City Charter rule as to consideration and voting upon ordinances at two regular meetings: I/we, therefore, request that you suspend said Charter rule and pass this ordinance finally on the date it is introduced, or at the present meeting of the City Council.

Respectfully,

Respectfully,

Mayor

Council Members

The above ordinance was passed 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 this _____ day of _____, 2019.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Joe McComb
Mayor



1,322.02 Acre
Annexation Tract

STATE OF TEXAS
COUNTY OF SAN PATRICIO

Fieldnotes, for a 1,322.02 Acre Annexation Tract (Not based on the ground Survey), comprising of 7 Tracts, being portions of a 153.93 Acre Tract of land referenced as "Tract I" in a Deed from Land Ventures, Inc. and El Paso Development Company to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 458816, Real Property Records of San Patricio, County, Texas, a 930.28 Acre Tract of land referenced as "Tract II" in said Document Number 458816, a 138.56 Acre Tract of land described in a Warranty Deed from Joseph D. Cable, Joseph Edward Garrett III, Christopher H. Cable, Susan Garrett Wright, Katherine S. Cable, Jason G. Jamieson, and Melissa L. Jamieson to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 649208, Official Public Records of San Patricio County, Texas, a 393.72 Acre Tract of land recorded in said Document Number 649208, a 72.476 Acre Tract of land and all of a 0.9183 Acre Tract of land described in a Warranty Deed from E.L.D.T. Investments to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 656771, said Official Public Records, a 72.476 Acre Tract of land described in a Warranty Deed from Edwin Paul Danford to Berry Contracting, Inc., as recorded in Document Number 537419, said Real Property Records, U.S. 181 (Right-of-Way Varies) and Southern Pacific Rail Road (100' Right-of-Way), as shown on TxDot Right-of-Way Map CRP010104AF, FM Highway 2986, a 100' Wide Public Roadway, as shown on TxDot Right-of-Way Map CRP302601AA; said 1,322.02 Acre Annexation Tract more fully described as follows:

Beginning, at a point on the Southwest Right-of-Way line of La Quinta Road (A Private Road), being the Northeast corner of the said "Tract II", for the Northeast corner of this Tract;

Thence, South 17°44'35" East, with the common boundary of the said La Quinta Road, "Tract II" and this Tract, 7,066.19 Feet;

Thence, South 03°33'51" West, with the said common boundary line, 2,214.42 Feet, to a point on the common boundary line of Nueces County and San Patricio County, being the Northeast corner of a 21.98 Acre Tract as referenced as "Tract IV" in the said Document Number 458816, for the Southeast corner of this Tract;

Thence, South 79°56'31" West, with the common boundary line of the said "Tract II", the said common boundary line of Nueces County and San Patricio County, the said "Tract IV", and this Tract, 1,703.22 Feet;

Thence, South 78°21'08" West, with the said common boundary line, 1,306.41 Feet;

Thence, South 72°32'29" West, with the said common boundary line, 785.00 Feet, to a point on the East boundary line of a 70.00 Acre Tract of land described in a Warranty Deed from G. Phil Berryman and Sharon T. Berryman to Berryman Properties, LTD., as recorded in Document Number 391196, said Real Property Records, for the Northwest corner of the said 21.98 Acre Tract;

Thence, North 06°52'54" West, with the common boundary line of the said "Tract II", the said 70.00 Acre Tract, and this Tract, 818.87 Feet;

Thence, South 72°38'07" West, with the said common boundary line, 739.82 Feet;

Thence, North 25°00'08" West, with the said common boundary line, 1,982.77 Feet, for the Northeast corner of the said 70.00 Acre Tract;

Thence, North 03°09'40" West, with the common boundary line of the said "Tract II" and this Tract, 1,083.88 Feet, to a point, on the City Limits of Portland;

Thence, with the said City Limits:

- North 09°28'28" East, with the said common boundary line, 2,708.11 Feet;
- North 58°38'18" West, departing the said common boundary line, 123.07 Feet;
- North 10°59'08" East, 1,395.19 Feet, to the Southwest boundary line of the said "Tract I";
- North 65°19'15" West, with the said Southwest boundary line, at 4,102.04 Feet pass the Southeast Right-of-Way line of the said Southern Pacific Railroad Right-of-Way line, in all 4,412.26 Feet, to the common boundary line of the said 393.72 Acre Tract, the Northwest Right-of-Way line of said U.S. Highway 181, being the beginning of a circular curve to the Right, having a delta of 5°52'08", a radius of 5,684.58 Feet, an arc length of 582.29 Feet, and a chord which bears South 34°14'46" West, 582.04 Feet;
- With the said common boundary line and circular curve to the Right, 582.29 Feet;
- South 37°17'09" West, with the said common boundary line, 292.39 Feet;
- North 60°41'58" West, over and across the said 393.72 Acre Tract, 4,926.50 Feet, to a point on the Southeast Right-of-Way line of the said FM Highway 2986, for the Southwest corner of this Annexation, from **Whence** the Southwest corner of the said 393.72 Acre Tract bears, South 30°04'12" West, 1,206.03 Feet;
- North 30°04'12" East, with the said Southeast Right-of-Way line and said City Limits, 2,131.73 Feet;
- North 59°55'48" West, over and across the said FM Highway 2986, 100.00 Feet, to the Northwest Right-of-Way line of the said FM Highway 2986;

Thence, North 30°04'12" East, departing the said City Limits and with the said Northwest Right-of-Way line, 2,281.40 Feet, to a point on the City of Gregory Extraterritorial Jurisdiction (ETJ), being the beginning of a circular curve to the Left, having a delta of 20°46'42", a radius of 2,683.60 Feet, an arc length of 973.20 Feet, and a chord which bears South 35°09'40" East, 967.88 Feet;

Thence, with the common boundary line of the said ETJ and this Annexation:

- With the said circular curve to the Left, 973.20 Feet, and the beginning of a circular curve to the Left, having a delta of 41°47'21", a radius of 2,660.10 Feet, an arc length of 1,940.16 Feet, and a chord which bears South 14°51'46" East, 1,897.44 Feet;
- With the said circular curve to the Left, 1,940.16 Feet;
- South 35°55'26" East, 1,359.47 Feet,
- South 29°37'57" East, 785.49 Feet, and the beginning of a circular curve to the Left, having a delta of 37°30'00", a radius of 2,640.00 Feet, an arc length of 1,727.88 Feet, and a chord which bears South 48°45'00" East, 1,697.20 Feet;
- With the said circular curve to the Left, 1,727.88 Feet;
- South 69°32'29" East, 644.34 Feet, being the beginning of a circular curve to the Left, having a delta of 55°08'42", a radius of 2,635.32 Feet, an arc length of 2,536.39 Feet, and a chord which bears North 81°11'52" East, 2,439.62 Feet;
- With the said circular curve to the Left, 2,536.39 Feet, to a point on the Northeast boundary line of the said "Tract I";

Thence, South 65°19'15" East, with the said Northeast boundary line, 594.73 Feet, to the Northwest boundary line of the said "Tract II", for the Northeast corner of the said "Tract I";

Thence, North 09°28'28" East, with the said Northwest boundary line, 847.42 Feet, to a point on the said ETJ line;

Thence, North 75°50'29" East, with the said ETJ line, 592.65 Feet, to a point on the Northeast boundary line of the said "Tract II";

Thence, South 70°29'17" East, with the said Northeast boundary line, 1,798.62 Feet, to the **Point of Beginning**, containing 1,322.02 Acres (57,587,501 SqFt) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

URBAN ENGINEERING

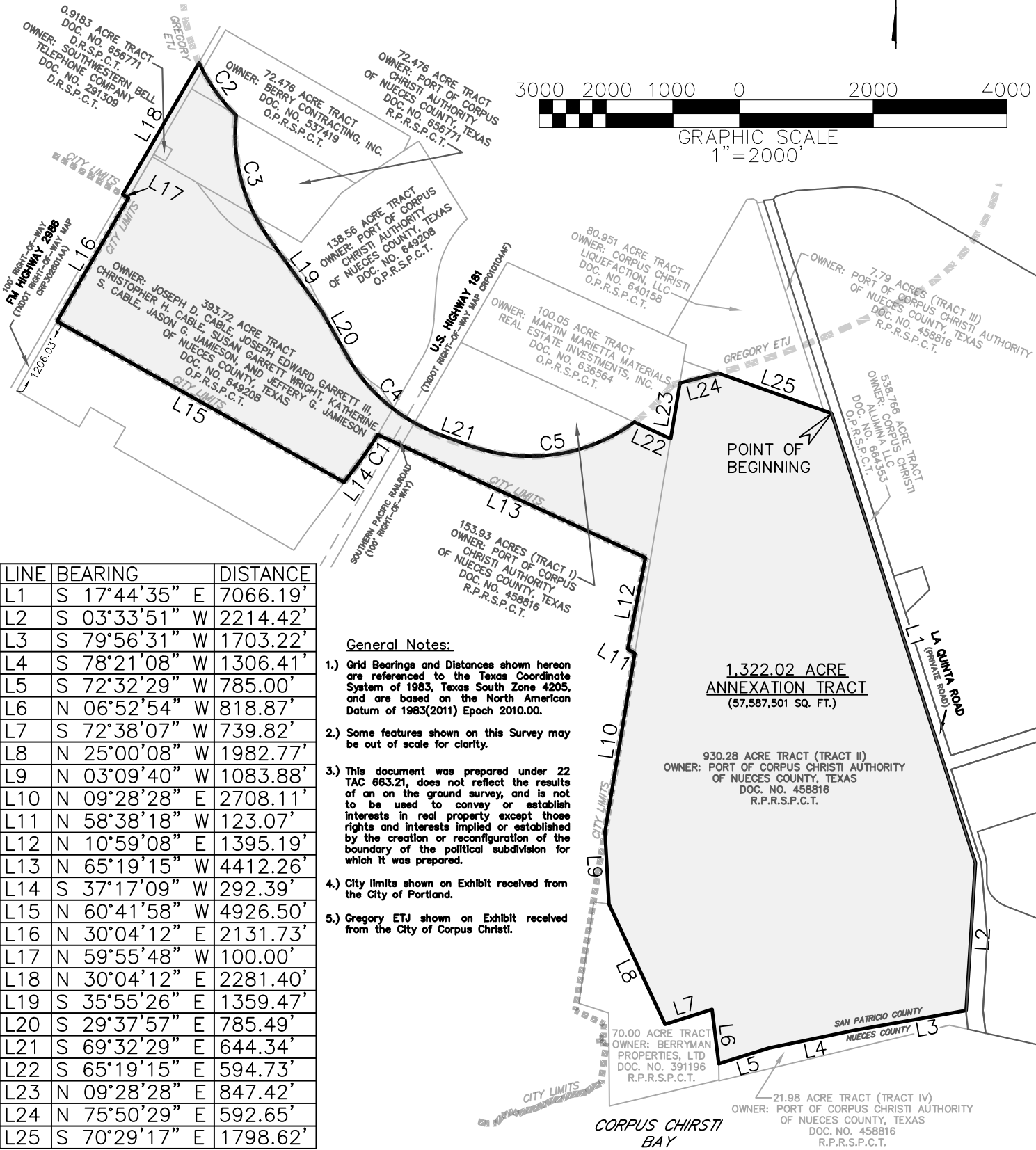


Dan L. Urban, R.P.L.S.

License No. 4710



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5°52'08"	5684.58'	582.29'	S 34°14'46" W	582.04'
C2	20°46'42"	2683.60'	973.20'	S 35°09'40" E	967.88'
C3	41°47'21"	2660.10'	1940.16'	S 14°51'46" E	1897.44'
C4	37°30'00"	2640.00'	1727.88'	S 48°45'00" E	1697.20'
C5	55°08'42"	2635.32'	2536.39'	N 81°11'52" E	2439.62'



LINE	BEARING	DISTANCE
L1	S 17°44'35" E	7066.19'
L2	S 03°33'51" W	2214.42'
L3	S 79°56'31" W	1703.22'
L4	S 78°21'08" W	1306.41'
L5	S 72°32'29" W	785.00'
L6	N 06°52'54" W	818.87'
L7	S 72°38'07" W	739.82'
L8	N 25°00'08" W	1982.77'
L9	N 03°09'40" W	1083.88'
L10	N 09°28'28" E	2708.11'
L11	N 58°38'18" W	123.07'
L12	N 10°59'08" E	1395.19'
L13	N 65°19'15" W	4412.26'
L14	S 37°17'09" W	292.39'
L15	N 60°41'58" W	4926.50'
L16	N 30°04'12" E	2131.73'
L17	N 59°55'48" W	100.00'
L18	N 30°04'12" E	2281.40'
L19	S 35°55'26" E	1359.47'
L20	S 29°37'57" E	785.49'
L21	S 69°32'29" E	644.34'
L22	S 65°19'15" E	594.73'
L23	N 09°28'28" E	847.42'
L24	N 75°50'29" E	592.65'
L25	S 70°29'17" E	1798.62'

- General Notes:
- 1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.
 - 2.) Some features shown on this Survey may be out of scale for clarity.
 - 3.) This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
 - 4.) City limits shown on Exhibit received from the City of Portland.
 - 5.) Gregory ETJ shown on Exhibit received from the City of Corpus Christi.

Fieldnotes, for a 1,322.02 Acre Annexation Tract (Not based on the ground Survey), comprising of 7 Tracts, being portions of a 153.93 Acre Tract of land referenced as "Tract I" in a Deed from Land Ventures, Inc. and El Paso Development Company to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 458816, Real Property Records of San Patricio County, Texas, a 930.28 Acre Tract of land referenced as "Tract II" in said Document Number 458816, a 138.56 Acre Tract of land described in a Warranty Deed from Joseph D. Cable, Joseph Edward Garrett III, Christopher H. Cable, Susan Garrett Wright, Katherine S. Cable, Jason G. Jamieson, and Melissa L. Jamieson to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 649208, Official Public Records of San Patricio County, Texas, a 393.72 Acre Tract of land recorded in said Document Number 649208, a 72.476 Acre Tract of land and all of a 0.9183 Acre Tract of land described in a Warranty Deed from E.L.D.T. Investments to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 656771, said Official Public Records, a 72.476 Acre Tract of land described in a Warranty Deed from Edwin Paul Danford to Berry Contracting, Inc., as recorded in Document Number 537419, said Real Property Records, U.S. 181 (Right-of-Way Varies) and Southern Pacific Rail Road (100' Right-of-Way), as shown on TxDot Right-of-Way Map CRP010104AF, FM Highway 2986, a 100' Wide Public Roadway, as shown on TxDot Right-of-Way Map CRP302601AA.

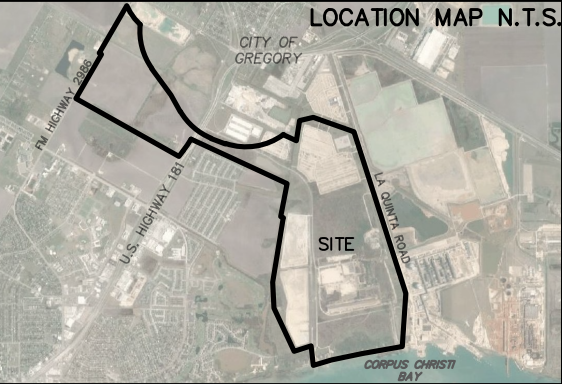
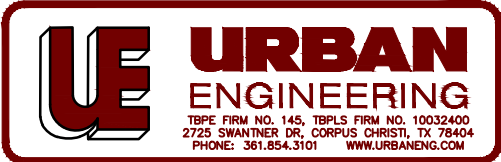


Exhibit B

Sketch to Accompany



DATE: MAY 17, 2019
SCALE: 1"=2000'
JOB NO.: 43201.B9.02
SHEET: 1 OF 1
DRAWN BY: C.SRP
urbansurvey1@urbaneng.com
©2019 by Urban Engineering

Exhibit C

Property

Save and Excepted from Annexation
per Development Agreement
in accordance with
Texas Local Government Code §43.016

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.016, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement (the "Agreement") is entered into pursuant to Sections 43.016 and 212.172, Texas Local Government Code by and between the City of Corpus Christi, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in San Patricio County, Texas, which is identified by San Patricio County Appraisal District as Geographic ID: 1314-1600-0000-002 and more particularly described in the attached Exhibit "B" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code;

WHEREAS, a portion of that Property is in the City of Portland city limit and the remainder of the property in the City of Corpus Christi Extraterritorial Jurisdiction;

WHEREAS, Texas Local Government Code §43.016(b)(1) requires the City to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Texas Local Government Code §43.016 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement;

WHEREAS, Texas Local Government Code §43.016(c) provides an area adjacent or contiguous to an area that is the subject of a development agreement under Texas Local Government Code §43.016 is considered adjacent or contiguous to the municipality; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Term. The term of this Agreement (the "Term") is 30 years from the date that the City Manager's signature to this Agreement is acknowledged by a public notary.

Section 2. Area. This agreement applies only to the area of the Owner's Property within the Corpus Christi Extraterritorial Jurisdiction (Area). This agreement does not apply to the area of the Owner's Property within the City of Portland.

Section 3. Extraterritorial Jurisdiction Status of Property. Pursuant to Texas Local Government Code §43.016(b)(1)(A), the City guarantees the continuation of the extraterritorial status of the Area, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Area, agrees not to involuntarily institute proceedings to annex the Area, and further agrees not to include the Area in a statutory annexation plan for the Term of this Agreement. However, if the Area is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Area pursuant to Chapter 43 of the Texas Local Government Code.

Section 4. Authority of Municipality. Pursuant to Texas Local Government Code §43.016(b)(1)(B), the City is authorized to enforce all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber.

Section 5. Owner's Obligations. In consideration of the City's agreement not to annex the Area and as a condition of the Area remaining in the City's extraterritorial jurisdiction, the Owner covenants and agrees to the following:

- (a) The Owner shall not to use the Area for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code without the prior written consent of the City.
- (b) The Owner shall not file any type of subdivision plat or related development document for the Area with a governmental entity that has jurisdiction over the area, regardless of how the area is appraised for ad valorem tax purposes.

Section 6. Development and Annexation of Area.

- (a) Pursuant to Texas Local Government Code §212.172, the following occurrences shall be deemed the Owner's petition for voluntary annexation of the Area, and the Area may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any type of subdivision plat or related development document for the area with a governmental entity that has jurisdiction over the area, regardless of how the area is appraised for ad valorem tax purposes.
 - (2) The Area no longer being appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Area is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions.
 - (3) The filing for voluntary annexation of the Area into the City by the Owner.
 - (4) The expiration of this Agreement.

(5) Upon termination of this Agreement.

- (b) The Owner agrees that annexation initiated due to an occurrence under Section 6(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

Section 7. Vested Rights Claims. Pursuant to Texas Local Government Code §43.016(e), this Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under §43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 5 herein. The Owner further waives any and all vested rights and claims that the Owner may have under §43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Area following the expiration of this Agreement prior to annexation of the Property by the City, provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 8. Conveyance of the Property. Conveyance of the Property or portions thereof is allowed under this Agreement. This Agreement constitutes a covenant running with the land, and all successive future owners will be to the same extent bound by and will have the same right to invoke and enforce, its provisions as the original signers of this agreement. Conveyance of the Property or portions thereof to subsequent owners does not trigger a request for voluntary annexation. Sold portions of the Area deemed an Owner's petition for voluntary annexation of the Area per Section 6 shall not affect the extraterritorial status of Owners of Property in compliance with Section 5.

Section 9. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee. Any person who sells or conveys any portion of the Property shall, give written notice of the sale or conveyance to the City within 30 days of such sale or conveyance. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Corpus Christi
Attn: City Manager
PO Box 9277
Corpus Christi, Texas 78469-9277

Section 10. Covenant Running with the Land. This Agreement shall run with the Property and be recorded in the real property records of San Patricio County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement and constitutes a covenant running with the land.

Section 11. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 12. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 13. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 14. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 15. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 16. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 17. Venue and Applicable Law. Venue for this Agreement shall be in Nueces County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 18. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

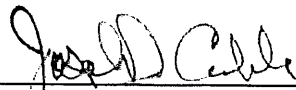
Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Area into the City.

Section 20. Reservation of City Rights. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 21. Authorization. That all parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Entered into this 16TH day of MAY, 2019.

Owner (s) : GJW Partnership



Joseph D. Cable

Joseph Edward Garrett III

Christopher H. Cable

Susan Garrett Wright

Katherine S. Cable

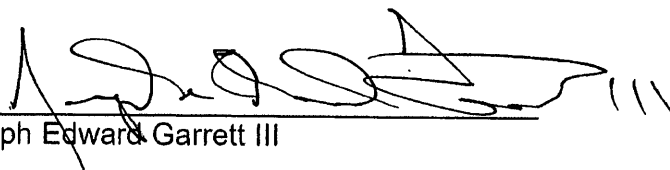
Jason G. Jamieson

Melissa L. Jamieson in her capacity as the
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF JEFFEREY G. JAMIESON,
DECEASED, on behalf of said estate

Entered into this _____ day of _____, 2019.

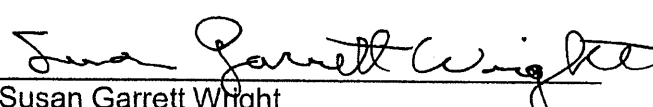
Owner (s) : GJW Partnership

Joseph D. Cable

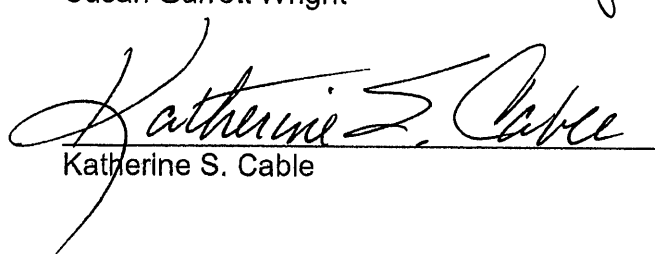


Joseph Edward Garrett III

Christopher H. Cable



Susan Garrett Wright



Katherine S. Cable

Jason G. Jamieson

Melissa L. Jamieson in her capacity as the
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF JEFFEREY G. JAMIESON,
DECEASED, on behalf of said estate

Entered into this 16th day of May, 2019.

Owner (s) : GJW Partnership

Joseph D. Cable

Joseph Edward Garrett III

Christopher H Cable (CH CABLE FARMS PARTNERSHIP)
Christopher H. Cable

Susan Garrett Wright

Katherine S. Cable

Jason G. Jamieson

Melissa L. Jamieson in her capacity as the
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF JEFFEREY G. JAMIESON,
DECEASED, on behalf of said estate

Entered into this _____ day of _____, 2019.

Owner (s) : GJW Partnership

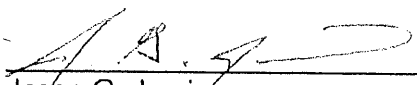
Joseph D. Cable

Joseph Edward Garrett III

Christopher H. Cable

Susan Garrett Wright

Katherine S. Cable



Jason G. Jamieson

Melissa L. Jamieson in her capacity as the
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF JEFFEREY G. JAMIESON,
DECEASED, on behalf of said estate

Entered into this _____ day of _____, 2019.

Owner (s) : GJW Partnership

Joseph D. Cable

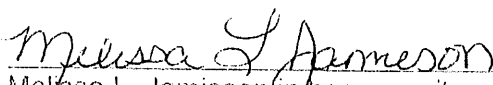
Joseph Edward Garrett III

Christopher H. Cable

Susan Garrett Wright

Katherine S. Cable

Jason G. Jamieson

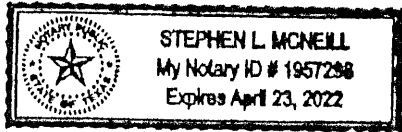


Melissa L. Jamieson in her capacity as the
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF JEFFEREY G. JAMIESON,
DECEASED, on behalf of said estate

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the 16th day of May, 2019, by Joseph D. Cable, Owner.



Step L McNeill
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Joseph Edward Garrett, III, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Christopher H. Cable, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Susan Garrett Wright, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

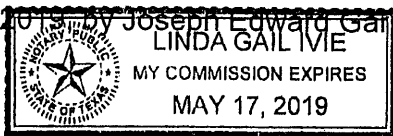
This instrument was acknowledged before me on the _____ day of _____, 2019, by Joseph D. Cable, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Huachupeco §

This instrument was acknowledged before me on the 16th day of May, 2019, by Joseph Edward Garrett, III, Owner.



FD279643-3

Linda Gail Ivie
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

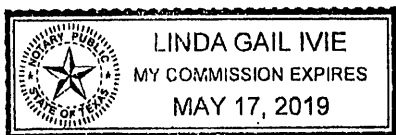
This instrument was acknowledged before me on the _____ day of _____, 2019, by Christopher H. Cable, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Huachupeco §

This instrument was acknowledged before me on the 16th day of May, 2019, by Susan Garrett Wright, Owner.



FD279643-3

Linda Gail Ivie
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Joseph D. Cable, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

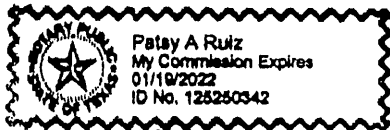
This instrument was acknowledged before me on the _____ day of _____, 2019, by Joseph Edward Garrett, III, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF REAL §

This instrument was acknowledged before me on the 16 day of may, 2019, by Christopher H. Cable, Owner.



STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Susan Garrett Wright, Owner.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Alameda §

This instrument was acknowledged before me on the 16th day of May, 2019, by Katherine S. Cable, Owner.



FD279643-3

Linda Gail Ivie
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Jason G. Jamieson, Owner.

Notary Public, State of Texas

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Melissa L. Jamieson, in her capacity as the independent administrator of the estate of Jefferey G. Jamieson, deceased, on behalf of said estate.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

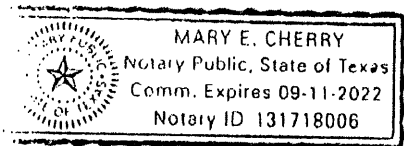
This instrument was acknowledged before me on the _____ day of _____, 2019, by Katherine S. Cable, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 16th day of May, 2019, by Jason G. Jamieson, Owner.



[Signature]
Notary Public, State of Texas

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Melissa L. Jamieson, in her capacity as the independent administrator of the estate of Jefferey G. Jamieson, deceased, on behalf of said estate.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Katherine S. Cable, Owner.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Jason G. Jamieson, Owner.

Notary Public, State of Texas

STATE OF VA §

COUNTY OF FAIRFAX §

This instrument was acknowledged before me on the 16 day of MAY, 2019, by Melissa L. Jamieson, in her capacity as the independent administrator of the estate of Jefferey G. Jamieson, deceased, on behalf of said estate.



Bertram Halbert
Notary Public, State of Texas VA
(BH)

City of Corpus Christi:

ATTEST:

By:

Rebecca Huerta Paul Pierce
Asst. City Secretary

By:

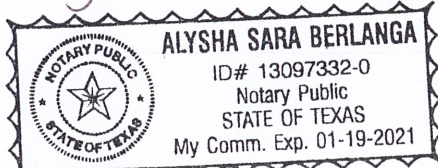
Samuel Keith Selman
Interim City Manager

Res 031759 AUTHORIZED
BY COUNCIL 5/14/19
RH/AB
SECRETARY

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 17th day of May, 2019, by Rebecca Huerta, City Secretary, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

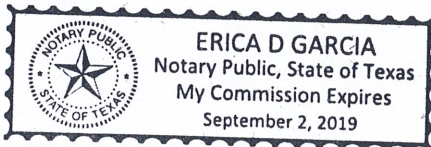


Alysha Sara Berlanga
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 17th day of May, 2019, by Samuel Keith Selman, Interim City Manager, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.



Erica D Garcia
Notary Public, State of Texas

APPROVED AS TO FORM:

Buck Brice 5-17-19
Buck Brice date
Assistant City Attorney
for the City Attorney

EXHIBIT B

(Legal Description of Grantors' Remaining Land)

393.72 ACRE TRACT

A 393.72 ACRE TRACT OF LAND OUT OF A 531.467 ACRE, AS RECORDED IN DOCUMENT NUMBER 422250, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 5/8 inch iron rod for the observed southwest corner of a 72.476 acre tract, as recorded in Document No. 596633, Deed Records, San Patricio County, Texas, and for the lower north corner of said 531.467 acre tract, said found rod being on the east right-of-way line of FM 2986, for north corner of the herein described tract;

THENCE South 60°05'38" East, with the common line of said 72.476 acre tract and the westerly north line of said 531.467 acre tract, a distance of 758.78 feet to a set 5/8 inch iron rod with a red plastic cap stamped "NAISMITH ENG. C.C., TX" (herein after called set iron rod) for a corner of the herein described tract;

THENCE South 37°47'41" East, a distance of 502.65 feet to a set 5/8 inch iron rod for a corner of the herein described tract and the beginning of a curve to the left having a radius of 1597.69 feet, a chord bearing of South 48°55'40" East and a chord distance of 616.99 feet;

THENCE with said curve to the left, an arc distance of 620.89 feet to a set iron rod for a corner of the herein described tract;

THENCE South 60°03'38" East, a distance of 534.74 feet to a set iron rod for a corner of the herein described tract and the beginning of a curve to right having a radius of 1267.69 feet, a chord bearing of South 43°33'58" East and a chord distance of 719.86 feet;

THENCE with said curve to the right, an arc distance of 729.90 feet to a set iron rod for a corner of the herein described tract;

THENCE South 27°04'17" East, a distance of 971.72 feet to a set iron rod for a corner of the herein described tract and the beginning of a curve to left having a radius of 1597.69 feet, a chord bearing of South 42°40'12" East and a chord distance of 859.22 feet;

THENCE with said curve to the left, an arc distance of 869.92 feet to a set iron rod for a corner of the herein described tract;

THENCE South 35°27'22" East, a distance of 325.93 feet to a set iron rod for a corner of the herein described tract;

THENCE South 65°27'22" East, a distance of 16.53 feet to a set iron rod on the common easterly line of said 531.467 acre tract and the westerly right-of-way line of U.S. Highway 181, for a corner of the herein described tract;

THENCE South 29°52'57" West, with said common line, a distance of 349.41 feet to a calculated point from which a concrete monument found bears North 75°58'37" West, a distance of 1.63 feet, said calculated point also being the beginning of a curve to right having a radius of 5684.58 feet, a chord bearing of South 33°33'20" West and a chord distance of 718.83 feet;

THENCE with said curve to the right, an arc distance of 719.31 feet to a set iron rod for a corner of the herein described tract;

THENCE South 37°17'09" West, a distance of 1097.40 feet to a set iron rod for a corner of the herein described tract and the beginning of a curve to left having a radius of 5774.58 feet, a chord bearing of South 35°20'52" West and a chord distance of 460.65 feet;

THENCE with said curve to the left, an arc distance of 460.77 feet to a found 5/8 inch iron rod for the southeast corner of said 531.467 acre tract, same being the northeast corner of an 11.15 acre tract, as described in Document Number 596711, recorded in Deed Records of San Patricio County, Texas, for the southeast corner of the herein described tract;

THENCE North 60°06'49" West, with the south line of said 531.467 acre tract, a distance of 3101.91 feet to a found 5/8 inch iron rod for a corner of said 531.467 acre tract, same being a corner of a 22.864 acre tract, as recorded in Document Number 341240. Deed Records of San Patricio County, Texas, for a corner of the herein described tract;

THENCE North 30°05'03" East, with the common line of said 531.467 acre tract and said 22.864 acre tract, a distance of 337.68 feet to a found 5/8 inch iron rod for a corner of the herein described tract;

THENCE North 59°58'01" West, with said common line, a distance of 600.12 feet to a found 5/8 inch iron rod for a corner of the herein described tract;

THENCE South 30°00'47" West, with said common line, a distance of 338.71 feet to a found 5/8 inch iron rod for a corner of the herein described tract;

THENCE North 60°06'57" West, with said common line, a distance of 1080.98 feet to a found 5/8 inch iron rod for the southwest corner of said 531.467 acre tract, same being the northwest corner of said 22.864 acre tract and being on the east right-of-way line of said FM 2986, for the southwest corner of the herein described tract;

THENCE North 30°04'12" East, with the west line of said 531.467 acre tract, same being the east right-of-way line of said FM 2986, parallel to the centerline of FM 2986 and 50.00 feet perpendicular distance thereof, a distance of 4051.34 to the **POINT OF BEGINNING** and containing 17,150,356 square feet or 393.72 acres of land.

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983.

Exhibit D

MUNICIPAL SERVICE PLAN FOR THE LA QUINTA CORRIDOR

Introduction

This Service Plan ("Plan") is made by the City of Corpus Christi, Texas ("City") pursuant to Section 43.056 of the Texas Local Government Code. This Plan relates to the area annexed ("annexed area") within the area depicted in the attached map ("annexation area") identified in Exhibit B. In accordance with Texas Local Government Code 43.056(b), this Plan provides for full municipal services in the annexed area no later than 2.5 years after the effective date of the annexation, unless certain services cannot reasonably be provided within that period and the City proposes a schedule for providing those services, and this Plan includes a list of all services required by 43.056 to be provided under a service plan. This Plan shall be made available for public inspection and explained to the inhabitants of the area at the public hearings. This Plan shall be a contractual obligation to the owners and residents of land in the annexed area who have applied for benefits pursuant to this Plan and shall be enforceable exclusively via writ of mandamus requested in accordance with Texas Local Government 43.056(l).

a. Services to be provided to the annexed area pursuant to Texas Local Government Code 43.056(b) on the effective date of the annexation:

(1) Police Protection:

Services to be Provided: The Corpus Christi Police Department will provide police protection.

(2) Fire Protection:

Services to be Provided: The Corpus Christi Fire Department will provide fire protection and suppression through its existing fire stations.

(3) Emergency Medical Service:

Services to be Provided: The Corpus Christi Fire Department will provide emergency medical services.

(4) Solid Waste Collection:

Services to be Provided: The City of Corpus Christi will provide solid waste services to single-family residential customers directly or indirectly through a third-party contract. Notwithstanding, in accordance with Texas Local Government Code §43.056(n), within the first two years following the date of annexation, the City will not prohibit the collection of solid waste in the annexed area by a privately-owned solid waste management service provider or offer solid waste management services in the annexed area unless a privately owned solid waste management service provider is unavailable.

Commercial garbage collection service for non-residential and multi-family uses is available on a subscription basis from private service providers. The City of

Corpus Christi will allow commercial refuse collectors to continue providing this service to condominium complexes, multi-family apartments, and commercial and industrial establishments.

(5) Operation and Maintenance of Water and Wastewater Facilities that are not Within the Service Area of Another Water or Wastewater Utility:

Currently, there are no City-owned water or wastewater facilities in the annexation-area that are not within the service area of another water or wastewater facility. Upon construction of Corpus Christi owned water or wastewater facilities, the City will operate and maintain water and wastewater facilities in the annexed area. Corpus Christi allows other certificate of convenience and necessity (“CCN”) holders to operate and maintain facilities in existing areas of the City and will allow this practice in the annexed area.

(6) Operation and Maintenance of Roads and Streets, including Road and Street Lighting:

The City will maintain public roads and streets over which the City has jurisdiction. Roads, streets or alleyways which are dedicated to and accepted by the City of Corpus Christi, Texas, or which are owned by the City of Corpus Christi, Texas, shall be maintained to the same degree and extent that other roads, streets, and alleyways are maintained in the City. Lighting of public roads, streets and alleyways shall be maintained by the applicable utility company servicing the City unless the lighting facilities have been dedicated to the public, in which case the City will be the operator.

(7) Operation and Maintenance of Parks, Playgrounds and Swimming Pools:

Currently, there are no public recreational facilities in the annexation area including parks, playgrounds, or swimming pools. Any park that may be under the responsibility of the County will be maintained by the City only upon dedication of the park by the County to the City and acceptance of the park by the City Council.

(8) Operation and Maintenance of any other Publicly-Owned Facility, Building, or Service:

Currently, there are no such other publicly-owned facilities, buildings, or services identified in the annexation area. If the City acquires any publicly-owned facilities, buildings, or services within the annexed area, an appropriate City department will provide these services.

b. Services to be extended to annexed area pursuant to Texas Local Government Code 43.056(a)

(1) Water Service:

Existing Services: Currently, the City of Portland holds a water CCN for part of the annexation area. The City of Gregory may hold and/or have applied for a water CCN for part of the annexation area.

Services to be Provided: The City of Portland will continue to provide water service in part of the annexed area. If provided currently, the City of Gregory will continue to provide water service in part of the annexed area. In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water CCN for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, the extension of water service will be provided in accordance with all the ordinances, regulations, and policies of the City.

(2) Wastewater Service:

Existing Services: Currently, the City of Portland holds a wastewater CCN for part of the annexation area. The City of Gregory may hold and/or have applied for a wastewater CCN for part of the annexation area.

Services to be Provided: The City of Portland will continue to provide wastewater service in part of the annexed area. If provided currently, the City of Gregory will continue to provide wastewater service in part of the annexed area. When areas are not reasonably accessible to a public wastewater facility of sufficient capacity as determined by adopted City wastewater standards, individual aerobic system or individual wastewater treatment plant will be utilized in accordance with all the ordinances, regulations, and policies of the City.

(3) Planning and Zoning Services:

Services to be Provided: Planning and zoning services will be provided by the City's Department of Development Services. The use of land in a legal manner may continue in accordance with Texas Local Government Code §43.002. Any extension of service described in this Plan may be held in abeyance until the landowner requesting services pursuant to this Plan makes application for services through the City's Department of Development Services.

(4) Other Municipal Services:

Excluding gas and electric services, all other City Departments with jurisdiction in the area will provide services according to City policy and procedure.

c. Capital improvement program pursuant to Texas Local Government Code 43.056(e)

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexed area as necessary. Landowners in the area are not required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Texas Local Government Code Chapter 395 unless other-wise agreed to by the landowner.

(1) Police Protection: No capital improvements are necessary at this time to provide police services.

(2) Fire Protection: No capital improvements are necessary at this time to provide fire services.

(3) Emergency Medical Service: No capital improvements are necessary at this time to provide emergency medical services.

(4) Solid Waste Collection: No capital improvements are necessary at this time to provide solid waste collection services.

(5) Water Facilities: No capital improvements are necessary at this time to provide water services. Upon application, the City will provide water services to the area on the same basis as services provided by the City within its full purpose boundaries. The City has not identified any parts of the annexation area currently requiring capital improvements for water services. Upon identification of capital improvements necessary to provide water service, the City will provide minimum capital improvements necessary to provide adequate service pursuant to Texas Local Government Code §43.056(e) in a continuous process and as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices.

(6) Wastewater Facilities: No capital improvements are necessary at this time to provide wastewater services. When areas are not reasonably accessible to a public wastewater facility of sufficient capacity as determined by adopted City wastewater standards, individual aerobic system or individual wastewater treatment plant will be utilized in accordance with all the ordinances, regulations, and policies of the City.

(7) Roads and Streets: No road or street related capital improvements are necessary at this time. In general, the City will acquire control of all public roads and public streets within the annexed area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.

(8) Road and Street Lighting: No capital improvements are necessary at this time to provide services. Lighting in new and existing subdivisions will be

installed and maintained in accordance with the applicable standard policies and procedures.

(9) Parks, Playgrounds and Swimming Pools. No capital improvements are necessary at this time to provide services.

(10) Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the annexed area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.

(11) Capital Improvements Planning: The annexed area will be included with other territory in connection with the planning for new or expanded facilities, functions, and services as part of the City's Capital Improvement Plan and Three-Year Capital Budget program.

d. Effective Term

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. A renewal of this Plan may be exercised by the City Council provided the renewal is adopted by ordinance and specifically renews this Plan for a stated period of time.

e. Special Findings

The City Council of the City of Corpus Christi, Texas, finds and determines that this Plan will not provide any fewer services or a lower level of services in the annexation area than were in existence in the annexation area at the time immediately preceding the annexation process. The Plan will provide the annexed area with a level of service, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the annexed area.

The City reserves the right guaranteed to it by the Texas Local Government Code to amend this Plan if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government Code or other Texas laws to make this Plan unworkable or obsolete or unlawful.

f. Amendment: Governing Law

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be

interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules, and regulations of governmental bodies and officers having jurisdiction.

g. Force Majeure

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexed area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexed area of the level described in this Plan as soon as reasonably possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure for purposes of this Plan.

h. Level of Service

The City will provide “full municipal services” in the annexed area in the manner and time required by Texas Local Government Code 43.056.

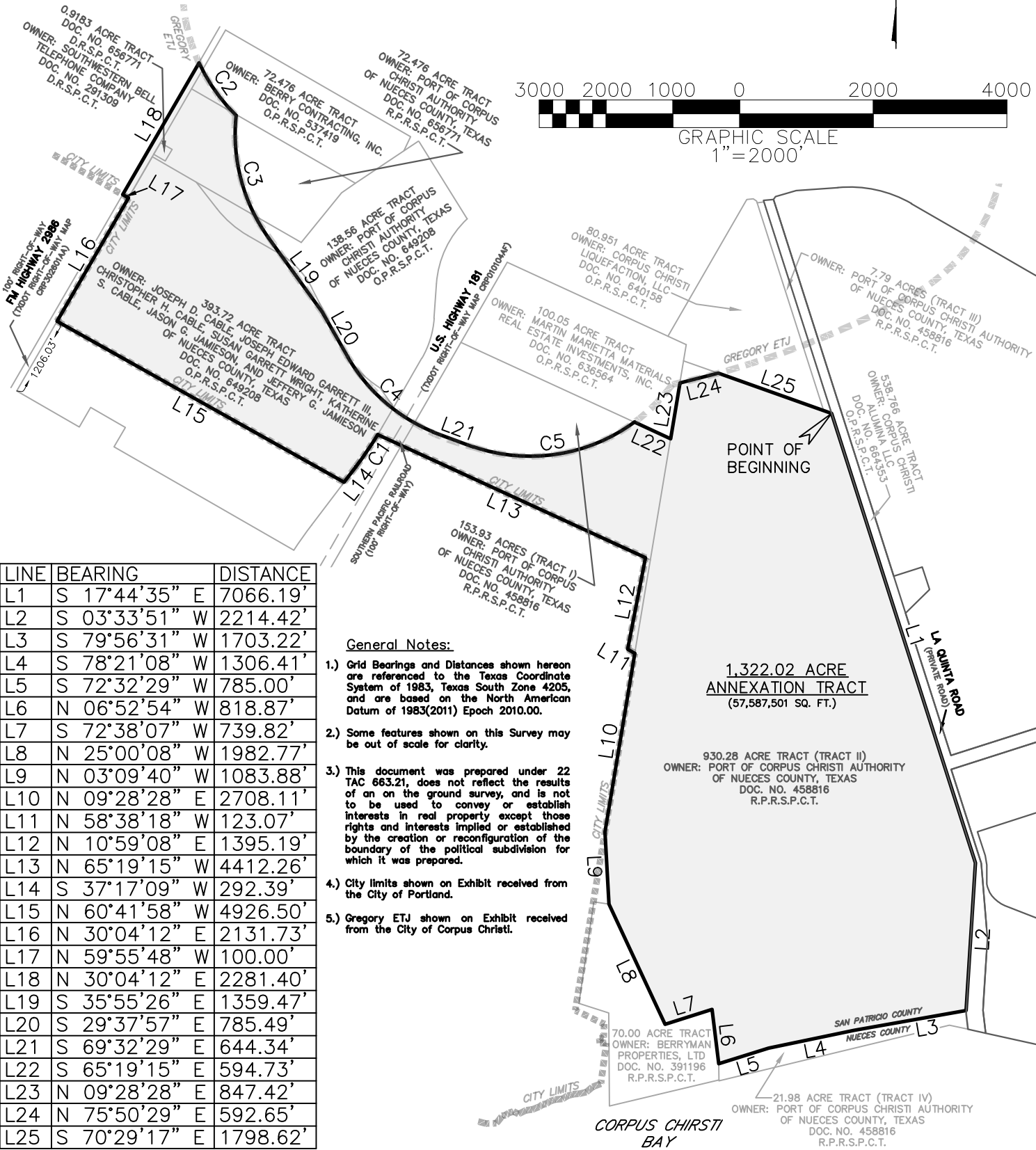
Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

The City of Corpus Christi will provide services to the newly annexed area in a manner that is similar in type, kind, quantity, and quality of service presently enjoyed by the citizens of the City of Corpus Christi, Texas, who reside in areas of similar topography, land utilization, and population density.

i. Remedy

A person residing or owning land in an annexed area may enforce a service plan by applying for a writ of mandamus not later than the second anniversary of the date the person knew or should have known that the municipality was not complying with the service plan. It is presumed that a resident or landowner in the annexation area is provided full municipal service in the absence of a written request identifying the service not provided to the resident or landowner per the service plan. Written notice to be delivered or sent to the City Manager.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5°52'08"	5684.58'	582.29'	S 34°14'46" W	582.04'
C2	20°46'42"	2683.60'	973.20'	S 35°09'40" E	967.88'
C3	41°47'21"	2660.10'	1940.16'	S 14°51'46" E	1897.44'
C4	37°30'00"	2640.00'	1727.88'	S 48°45'00" E	1697.20'
C5	55°08'42"	2635.32'	2536.39'	N 81°11'52" E	2439.62'



LINE	BEARING	DISTANCE
L1	S 17°44'35" E	7066.19'
L2	S 03°33'51" W	2214.42'
L3	S 79°56'31" W	1703.22'
L4	S 78°21'08" W	1306.41'
L5	S 72°32'29" W	785.00'
L6	N 06°52'54" W	818.87'
L7	S 72°38'07" W	739.82'
L8	N 25°00'08" W	1982.77'
L9	N 03°09'40" W	1083.88'
L10	N 09°28'28" E	2708.11'
L11	N 58°38'18" W	123.07'
L12	N 10°59'08" E	1395.19'
L13	N 65°19'15" W	4412.26'
L14	S 37°17'09" W	292.39'
L15	N 60°41'58" W	4926.50'
L16	N 30°04'12" E	2131.73'
L17	N 59°55'48" W	100.00'
L18	N 30°04'12" E	2281.40'
L19	S 35°55'26" E	1359.47'
L20	S 29°37'57" E	785.49'
L21	S 69°32'29" E	644.34'
L22	S 65°19'15" E	594.73'
L23	N 09°28'28" E	847.42'
L24	N 75°50'29" E	592.65'
L25	S 70°29'17" E	1798.62'

- General Notes:**
- 1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.
 - 2.) Some features shown on this Survey may be out of scale for clarity.
 - 3.) This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
 - 4.) City limits shown on Exhibit received from the City of Portland.
 - 5.) Gregory ETJ shown on Exhibit received from the City of Corpus Christi.

Fieldnotes, for a 1,322.02 Acre Annexation Tract (Not based on the ground Survey), comprising of 7 Tracts, being portions of a 153.93 Acre Tract of land referenced as "Tract I" in a Deed from Land Ventures, Inc. and El Paso Development Company to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 458816, Real Property Records of San Patricio County, Texas, a 930.28 Acre Tract of land referenced as "Tract II" in said Document Number 458816, a 138.56 Acre Tract of land described in a Warranty Deed from Joseph D. Cable, Joseph Edward Garrett III, Christopher H. Cable, Susan Garrett Wright, Katherine S. Cable, Jason G. Jamieson, and Melissa L. Jamieson to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 649208, Official Public Records of San Patricio County, Texas, a 393.72 Acre Tract of land recorded in said Document Number 649208, a 72.476 Acre Tract of land and all of a 0.9183 Acre Tract of land described in a Warranty Deed from E.L.D.T. Investments to Port of Corpus Christi Authority of Nueces County, Texas, as recorded in Document Number 656771, said Official Public Records, a 72.476 Acre Tract of land described in a Warranty Deed from Edwin Paul Danford to Berry Contracting, Inc., as recorded in Document Number 537419, said Real Property Records, U.S. 181 (Right-of-Way Varies) and Southern Pacific Rail Road (100' Right-of-Way), as shown on TxDot Right-of-Way Map CRP010104AF, FM Highway 2986, a 100' Wide Public Roadway, as shown on TxDot Right-of-Way Map CRP302601AA.

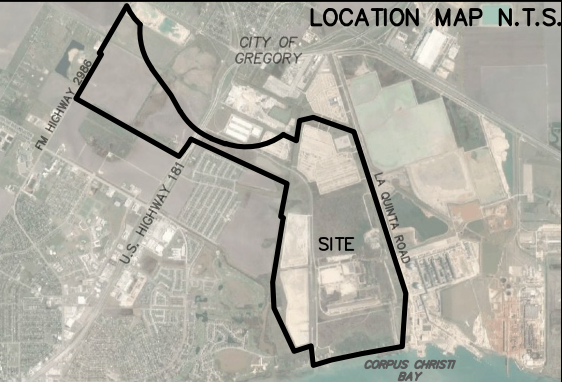
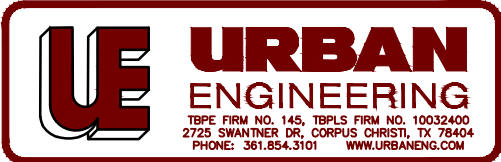


Exhibit B

Sketch to Accompany



DATE: MAY 17, 2019
SCALE: 1"=2000'
JOB NO.: 43201.B9.02
SHEET: 1 OF 1
DRAWN BY: C.SRP
urbansurvey1@urbaneng.com
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