

**Ordinance annexing for full purpose up to 5,700 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 30<sup>th</sup>, 2019, two 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 26<sup>th</sup>, 2019 and made available for public discussion at public hearings on April 30<sup>th</sup>, 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 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 5,371.25 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 between State Highway 35 and Corpus Christi Bay; and between La Quinta Road and County Road 93 and the western bounds of the City of Ingleside's extraterritorial jurisdiction, 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 Agreements per Local Government Code §43.016, and save and except properties in the industrial district described in and attached as Exhibit D herein in accordance with Texas Local Government Code §42.044.

**SECTION 3.** The Development Agreements attached as Exhibit C herein signed by the City Manager are approved.

**SECTION 4.** The Service Plan attached as Exhibit E 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 territories described in this ordinance as part of the City of Corpus Christi, Texas.

**SECTION 7.** In accordance with the City's Unified Development Code section 4.1.5 Newly Annexed Territory, the 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 21<sup>st</sup> 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



## Exhibit A

### Metes and Bounds of Annexed Area

General Notes:

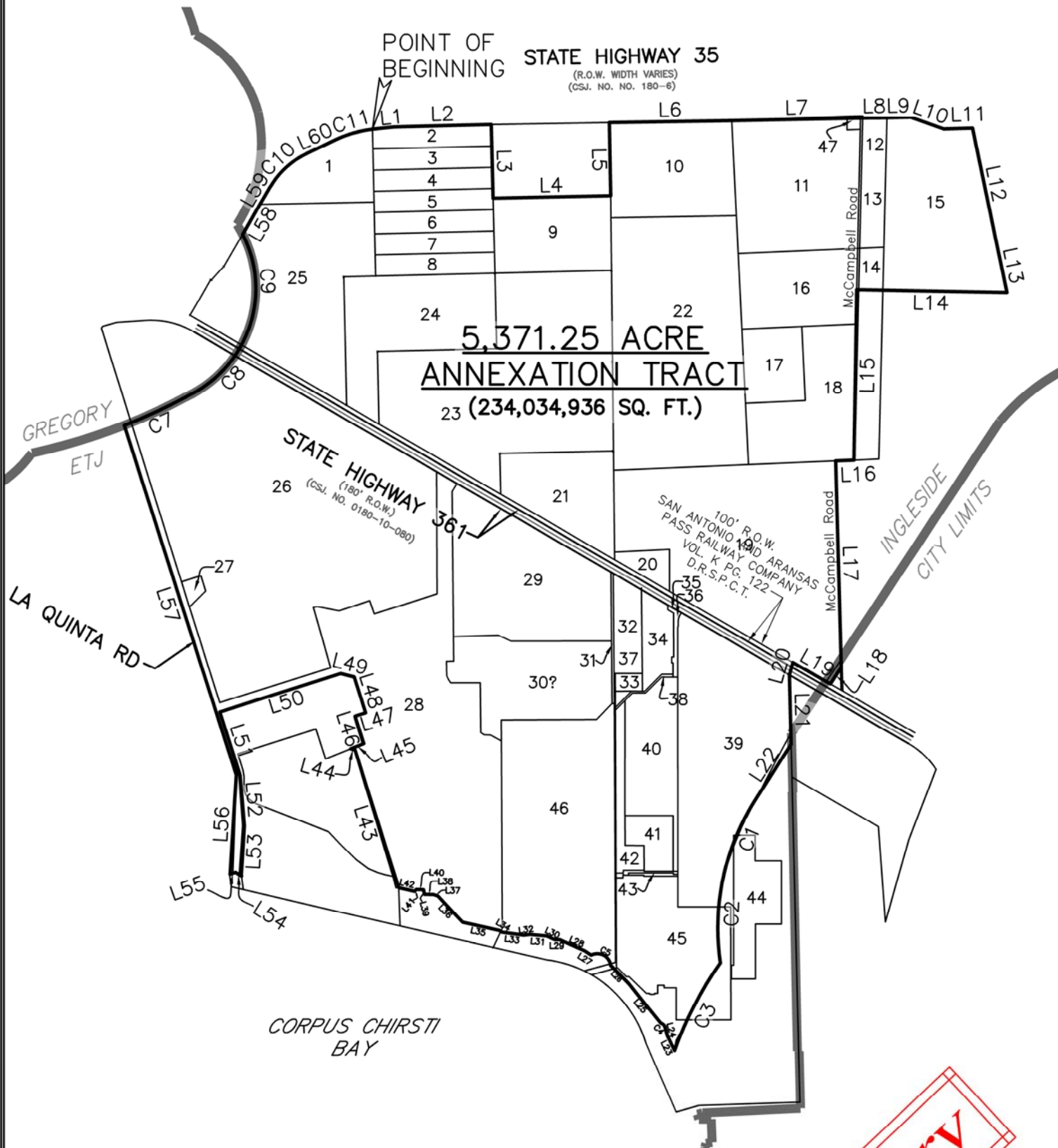
- 1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.
- 2.) Some features shown on this Survey may be out of scale for clarity.
- 3.) This document was prepared 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.

4500 3000 1500 0 3000 6000



GRAPHIC SCALE

1"=3000'



LOCATION MAP N.T.S.



*Exhibit B*

*Sketch to Accompany*



DATE: May 15, 2019  
SCALE: 1"=3000'  
JOB NO.: 43201.B9.04  
SHEET: 1 OF 2  
DRAWN BY: C.SRP  
urbansurvey1@urbaneng.com  
©2019 by Urban Engineering

## Exhibit C

### Property

Save and Excepted from Annexation  
per Development Agreements  
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 parcels of real property in San Patricio County, Texas, which are identified by San Patricio County Appraisal District as Geographic ID: 2139-0243-0000-006 and 2139-0243-0000-005 and more particularly described in the attached Exhibits "1 & 2" (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**, that Property is located 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. 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 Property, 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 Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 3. 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 4. Owner's Obligations.** In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's extraterritorial jurisdiction, the Owner covenants and agrees to the following:

- (a) The Owner shall not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential and Recreational Vehicle Park use, 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 Property with a governmental entity that has jurisdiction over the area, regardless of how the area is appraised for ad valorem tax purposes.

**Section 5. Development and Annexation of Property.**

- (a) Pursuant to Texas Local Government Code §212.172, the following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property 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) Except for existing single-family residential and Recreational Vehicle Park use, the Property 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 Property 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 Property 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 5(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 6. 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 Property 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 7. 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.

**Section 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. 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 Property into the City.

**Section 19. 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 20. Authorization.** That all parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.



Entered into this 7 day of May, 2019.

Owner (s) :

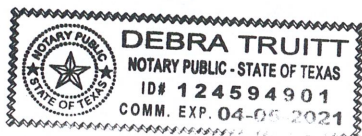
James Franklin Price Jr  
James Franklin Price Jr

Susan Patricia Hayes Price  
Susan Patricia Hayes Price

STATE OF TEXAS §

COUNTY OF San Patricio §

This instrument was acknowledged before me on the 7 day of May, 2019, by James Franklin Price Jr, Owner.

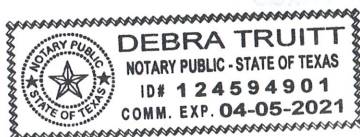


Debra Truitt  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF San Patricio §

This instrument was acknowledged before me on the 7 day of May, 2019, by Susan Patricia Hayes Price, Owner.



Debra Truitt  
Notary Public, State of Texas



City of Corpus Christi:

ATTEST:

By:

Rebecca Huerta  
Rebecca Huerta  
City Secretary

By:

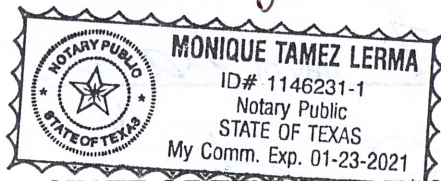
Samuel Keith Selman  
Samuel Keith Selman  
Interim City Manager

203759  
BY COUNCIL 5/14/19  
SECRETARY RHH

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 16<sup>th</sup> 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.

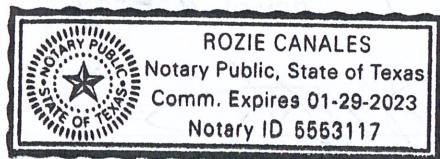


Monique Tamez Lerma  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 16<sup>th</sup> 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.



Rozie Canales  
Notary Public, State of Texas

APPROVED AS TO FORM:

Buck Brice 5-16-19  
Buck Brice date  
Assistant City Attorney  
for the City Attorney

413031

FILE NO)

GENERAL WARRANTY DEED  
(Cash)

THE STATE OF TEXAS

\$

\$ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SAN PATRICIO

\$

THAT THE UNDERSIGNED, ELMER J. GIBSON and WILLIAM MCCAMPBELL GIBSON, Independent Executors and Trustees of the Estate of MARY ELIZABETH GIBSON, Deceased, of the County of Fulton and State of Georgia, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto JAMES F. PRICE, JR., and wife, SUSAN P. PRICE, of the County of San Patricio and State of Texas, herein referred to as "Grantee", whether one or more, all Grantor's right, title and interest in and to the real property described as follows:

Field notes of a 11.476 acre tract of land, being part of a 330.58 acre tract conveyed from Mary Elizabeth Gibson to E. J. Gibson by Gift Deed dated December 10, 1982, and recorded in Volume 657, Page 13 of the Deed Records of San Patricio County, Texas;

Said 11.476 acre tract is comprised of a portion of the W. W. Smith Survey, Abstract 243, is situated in San Patricio County, Texas, approximately 7 miles east of the town of Gregory, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod set at the northeast corner of said 330.58 acre tract, for the northeast corner of this tract;

Thence S 01 deg. 53' W with the east line of said 330.58 acre tract and the east line of this tract, a distance of 961.79 feet to a 5/8" iron rod set for the southeast corner of this tract;

Thence N 87 deg. 55' 34" W with the south line of this tract, a distance of 528.79 feet to a 5/8" iron rod set in the east right-of-way line of County Road 93, for the southwest corner of this tract;

Thence N 01 deg. 45' 51" E with the east line of said County Road 93 and the west line of this tract, a distance of 925.34 feet to a 5/8" iron rod set in the north line of said 330.58 acre tract, for the northwest corner of this tract;

Thence N 88 deg. 08' 33" E with the north line of said 330.58 acre tract and the north line of this tract, a distance of 531.85 feet to the place of beginning, containing 11.476 acres, more or less.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of San Patricio County, Texas.

SUBJECT TO RESERVATION BY THE GRANTOR, AND ITS SUCCESSORS AND ASSIGNS, OF ALL INTEREST IN THE OIL, GAS AND OTHER MINERALS, EXCEPTING FRESH WATER, PRODUCED FROM IT BUT WITHOUT A RESERVATION OF THE RIGHT OF INGRESS AND EGRESS, AND THE GRANTOR AND ITS SUCCESSORS AND ASSIGNS ARE PROHIBITED FROM USING THE SURFACE OF THIS TRACT FOR DRILLING, OR OTHER MINERAL EXTRACTING, EQUIPMENT, PLANTS OR PERSONNEL, INCLUDING PRODUCTION EQUIPMENT;

1 of 2 pages

Form No. V-110.1  
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348755

413031

EXHIBIT 1

Subject to right-of-way dated February 4, 1970, executed by E. J. Gibson, et al to Lo-Va-a Gathering Co., recorded in Volume 411, Page 104, Deed Records, San Patricio County, Texas;

And further subject to a right-of-way dated August 1, 1950, executed by E. J. Gibson, et al to Tennessee Gas Transmission Co., recorded in Volume 166, Page 93, Deed Records, San Patricio County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 31<sup>st</sup> day of May, 1993.

Elmer J. Gibson  
ELMER J. GIBSON, Independent Executor  
and Trustee of the Estate of MARY  
ELIZABETH GIBSON, Deceased

William McCampbell Gibson  
WILLIAM MCCAMPBELL GIBSON,  
Independent Executor and Trustee of  
the Estate of MARY ELIZABETH GIBSON,  
Deceased

Grantee's Address:

Rt. 1, Box 120  
Taft, Texas 78390

THE STATE OF GEORGIA §  
§  
COUNTY OF FULTON §

The foregoing instrument was acknowledged before me on the 13 day of May, 1993, by ELMER J. GIBSON, Independent Executor and Trustee of the Estate of MARY ELIZABETH GIBSON, Deceased.



Margaret R. Carlson  
NOTARY PUBLIC, STATE OF GEORGIA  
PRINTED NAME OF NOTARY  
MARGARET R. CARLSON

MY COMMISSION EXPIRES:  
Notary Public, Fulton County, Georgia  
My Commission Expires Jan. 17, 1996

Form No. V-100.1  
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93.15.07

2 of 2 pages

348756

413031

THE STATE OF GEORGIA  
COUNTY OF FULTON

\$  
\$  
\$

The foregoing instrument was acknowledged before me on the 13  
day of May, 1993, by WILLIAM MCCAMPBELL GIBSON, Independent  
Executor and Trustee of the Estate of MARY ELIZABETH GIBSON,  
Deceased.



MY COMMISSION EXPIRES:

Notary Public, Fulton County, Georgia  
My Commission Expires Jan. 17, 1994

Margaret R. Carlson  
NOTARY PUBLIC, STATE OF GEORGIA  
PRINTED NAME OF NOTARY  
MARGARET R. CARLSON

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Northshore Title & Abstract, Inc.  
P. O. Box 780  
Portland, Texas 78374  
G.F.#930409P

Nathan A. East  
P. O. Box 1333  
Portland, Texas 78374

WARRANTY DEED

413031 COMPARED

THE ESTATE OF  
MARY ELIZABETH GIBSON, DECEASED

70

JAMES F. PRICE, JR., AND WIFE,  
SUSAN P. PRICE

FILED FOR RECORD  
MAY 18 1993  
CLERK OF COURT

DOTTIE MALEY  
CLERK OF COURT SAN PATRICK CO. TEX  
By *John Paul* Deputy

RETURN TO:  
NORTHSHORE TITLE & ABSTRACT, INC.  
930409P

NOTARY PUBLIC - S.K.A.B.  
COUNTY OF SAN PATRICK TEXAS  
I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD IN THE  
PUBLIC RECORDS OF SAN PATRICK COUNTY TEXAS  
ON MAY 18 1993  
AT THE CLERK'S OFFICE  
BY *John Paul* DEPUTY  
413031  
DOTTIE MALEY  
CLERK OF COURT  
SAN PATRICK COUNTY TEXAS



413031

348758

FILE NO.

SPECIAL WARRANTY DEED

541577

GF #05400078

Date: February 25, 2005

Grantor's name and mailing address (including county)  
Compass Bank, Trustee of the Jean McCampbell Davis Trust, acting  
by and through its duly authorized officer.  
P. O. Box 4886  
Houston, TX 77210-1886  
Harris County

Grantee's name and mailing address (including county)  
James F. Price, Jr. and wife, Susan Price  
4290 CR 4343  
Aransas Pass, TX 78336  
San Patricio County

Consideration: Ten dollars and other valuable consideration.

Property (including any improvements):  
See attached Exhibit "A" for property description.

Reservations from and exceptions to conveyance and warranty:  
Grantor hereby reserves unto itself and its heirs and assigns all of  
the oil, gas and other minerals in and under said property that have  
not been previously reserved and/or conveyed by predecessors.

This conveyance is made and accepted subject to all restrictions, oil  
and gas and other mineral leases and severances, encroachments,  
covenants, conditions, rights of way, and easements now  
outstanding and of record, if any, in said county affecting the  
described property.

Grantor, for the consideration and subject to the reservation from and  
exceptions to conveyance and warranty, grants, sells, and conveys to  
grantee the property, together with all and singular the rights and  
appurtenances thereto in any way belonging, to have and hold it to  
grantee, grantee's heirs, successors, and assigns forever. Grantor  
binds grantor and grantor's heirs and successors to warrant and  
forever defend all and singular the property to grantee and grantee's  
heirs, successors, and assigns against every person whomsoever  
lawfully claiming or to claim the same or any part thereof when the

541577

STATE OF TEXAS  
COUNTY OF SAN PATRICIO

FILE NO.

Field notes of a 22.28 acre tract of land, comprised of a portion of the J. Fisher Survey, Abstract 123, and a portion of the W. W. Smith Survey, Abstract 243, is situated in San Patricio County, Texas, approximately 3 miles east of the town of Gregory, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod with a surveyor's cap stamped "RPLS 1907" set in the east right-of-way line of County Road 4343 (McC Campbell Road) and at the southwest corner of a 12.632 acre tract of land conveyed to Raymond E. Hollister by deed recorded in Clerk's File No. 428943 of the Real Property Records of San Patricio County, Texas; for the northwest corner of this tract;

Thence N 88° 47' 32" E along the south line of said 12.632 acre tract and the north line of this tract, a distance of 527.09 feet to a 5/8" iron rod found at the southeast corner of said 12.632 acre tract, for the northeast corner of this tract;

Thence S 01° 01' 19" W along the east line of this tract, a distance of 1829.62 feet to a 5/8" iron rod found at the northeast corner of a 11.476 acre tract of land conveyed to James Price, Jr., by Deed dated May 13, 1993, recorded in Clerk's File No. 413031 of the Deed Records of San Patricio County, Texas; and the northeast corner of a 330.58 acre tract of land conveyed from Mary Elizabeth Gibson to E. J. Gibson by Gift Deed dated December 10, 1982, and recorded in Volume 657, Page 13 of the Deed Records of San Patricio County, Texas; for the southeast corner of this tract;

Thence S 87° 32' 11" W along the north line of said 11.476 acre tract the north line of said 330.58 acre tract and the south line of this tract, a distance of 531.82 feet to a 5/8" iron rod found in the east right-of-way line of said County Road 4343 (McC Campbell Road), for the southwest corner of this tract;

Thence N 01° 09' 02" E along the east right-of-way line of said County Road 4343 (McC Campbell Road) and the west line of this tract, a distance of 1841.45 feet to the place of beginning, containing 22.28 acres of land, more or less, subject to all easements of record.

Bearings in this description were based on a GPS survey NAD 27, Texas South Zone.

I, Julius L. Petrus, Jr., Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground, under my supervision, this the 15th day of November 2004.



TT/17200

*J. L. Petrus Jr.*  
Registered Professional Land Surveyor  
Texas Registration No. 1907

FILE NO.

541577

claim is by, through, or under grantor but not otherwise except as to the reservations from conveyance and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

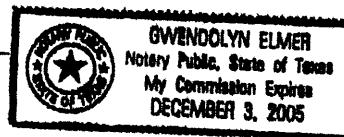
Compass Bank, Trustee for the  
Jean McCampbell Davis Trust

By: Amelia W. Simpson ✓  
Amelia W. Simpson, Vice-President

State of Texas  
County of ~~Harris~~

This instrument was acknowledged before me on the 25<sup>th</sup>  
day of February, 2005, by Amelia W. Simpson, Vice-President  
of Compass Bank, Trustee of the Jean McCampbell Davis Trust on  
behalf of said trust.

Gwendolyn Elmer  
Notary Public, State of Texas



FILE NO.

541577

COMPARED

THE STATE OF TEXAS  
COUNTY OF SAN PATRICK  
THAT THIS INSTRUMENT WAS FILED  
TIME STAMPED HEREON BY ME AND WAS  
ON THE 2 DAY OF March 2005 FILE NO.

541577  
OF THE REAL PROPERTY RECORDS  
OF SAN PATRICK COUNTY, TEXAS  
BY Lina Castillo DEPUTY  
GRACE ALANIZ-GONZALES  
COUNTY CLERK  
SAN PATRICK  
COUNTY, TEXAS

Lina Castillo

FILED FOR RECORD

at 12:32 o'clock P M

MAR - 2 2005

Lina Castillo  
GRACE ALANIZ-GONZALES  
CLERK COUNTY COURT SAN PATRICK CO., TX  
Deputy

Lina Castillo

RETURN TO:  
STEWART TITLE of Corpus Christi, Inc.  
Attn. Policy Dept.  
5656 S. Staples, Ste. 325  
Corpus Christi, TX 78411  
REF# 05400078

EXHIBIT 2



**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 parcels of real property in San Patricio County, Texas, which are identified by San Patricio County Appraisal District as Geographic ID: 2139-0145-0000-004 and 2139-0145-0000-005 and more particularly described in the attached Exhibit "1 & 2" (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**, that Property is located 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. 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 Property, 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 Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 3. 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 Property for agriculture, wildlife management, or timber.

**Section 4. Owner's Obligations.** In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's extraterritorial jurisdiction, the Owner covenants and agrees to the following:

- (a) The Owner shall not to use the Property 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 Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.

**Section 5. Development and Annexation of Property.**

- (a) Pursuant to Texas Local Government Code §212.172, the following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property 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 Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.
  - (2) The Property 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 Property 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 Property 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 5(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 6. 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 Property 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 7. 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.

**Section 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. 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 Property into the City.

**Section 19. 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 20. Authorization.** That all parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Entered into this 7 day of May, 2019.

Owner (s) :

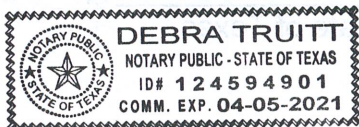
James Franklin Price Jr  
James Franklin Price Jr

Susan Patricia Hayes Price  
Susan Patricia Hayes Price

STATE OF TEXAS §

COUNTY OF San Patricio §

This instrument was acknowledged before me on the 7 day of May, 2019, by James Franklin Price Jr, Owner.

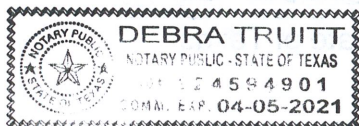


Debra Truitt  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF San Patricio §

This instrument was acknowledged before me on the 7 day of May, 2019, by Susan Patricia Hayes Price, Owner.



Debra Truitt  
Notary Public, State of Texas



City of Corpus Christi:

ATTEST:

By:

Rebecca Huerta

Rebecca Huerta  
City Secretary

By:

Samuel Keith Selman

Samuel Keith Selman  
Interim City Manager

Res 031759 AUTHORIZED

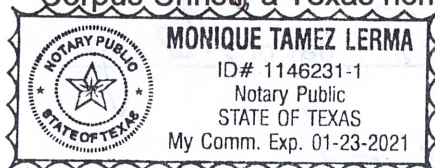
5/14/19

RH  
SECRETARY AB

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 16<sup>th</sup> 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.

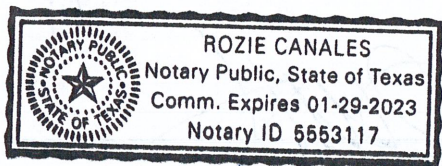


Monique Tamez Lerma  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 16<sup>th</sup> 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.



Rozie Canales  
Notary Public, State of Texas

APPROVED AS TO FORM:

Buck Brice 5-16-19  
Buck Brice date  
Assistant City Attorney  
for the City Attorney

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WARRANTY DEED WITH VENDOR'S LIEN**

Date: May 13, 2011



3 PGS  
DEED

609407

Grantor: William McCampbell Gibson

Grantor's Mailing Address: PO Box 11286, Big Canoe, Georgia 30143-5105

Grantees: James Franklin Price Jr. and Susan Patricia Hayes Price

Grantees' Mailing Address: 4290 Co Rd 4343, Aransas Pass, Texas 78336

Consideration: Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantees of their one certain promissory note of even date herewith in the principal amount of EIGHTY THOUSAND DOLLARS, AND 00/100 (\$80,000.00), payable to the order of William McCampbell Gibson, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to KEVIN SCHLEICHER, Trustee.

Property (including any improvements):

That certain real property described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes.

Reservations from and Exceptions to Conveyance and Warranty: all liens, easements and covenants of record; all visible and/or apparent easements on, over and across the subject property. Grantor expressly reserves all mineral rights to the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

[signature on next page]

William McCampbell Gibson  
William McCampbell Gibson

STATE OF GEORGIA

COUNTY OF Pickens

This instrument was acknowledged before me on the 2<sup>ND</sup> day of June, 2011, by

William McCampbell Gibson

Kathleen Ingram  
NOTARY PUBLIC, STATE OF GEORGIA

Prepared in the Law Office of:  
KEVIN R. SCHLEICHER  
2587 Main Street  
P.O. Box 401  
Ingleside, Texas 78362

After recording return to:  
James F. Price, Jr.  
4290 Co. Rd. 4343  
Aransas Pass, TX 78336





STATE OF TEXAS  
COUNTY OF SAN PATRICIO Exhibit "A"

100 ACRES

Field notes of a 100 acre tract of land, being out of a 330.58 acre tract of land conveyed to A. C. Sien, Jr., by Deed recorded in Clerk's File No. 364586 of the Real Property Records of San Patricio County, Texas;

Said 100 acre tract is comprised of a portion of the T. T. Williamson Survey, Abstract 145 and the W. W. Smith Survey, Abstract 243, is situated 3 miles northwest of the town of Ingleside, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set in the east line of a 372.10 acre tract of land conveyed to J. D. Willis, by Deed recorded in Volume 83, Page 188 of the Deed Records of San Patricio County, Texas, at the northwest corner of said 330.58 acre tract, for the northwest corner of this tract;

Thence N 87° 27' 52" E along the north line of said 330.58 acre tract and the north line of this tract, a distance of 2638.08 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set in the west right-of-way line of County Road 4343 (Old County Road 93), for the northeast corner of this tract;

Thence S 01° 07' 23" W along the west right-of-way line of said County Road 4343 and the east line of this tract, a distance of 1690.37 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set for the southeast corner of this tract;

Thence S 87° 27' 52" W across said 330.58 acre tract and along the south line of this tract, a distance of 2526.66 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set in the east line of said 372.10 acre tract and the west line of said 330.58 acre tract, for the southwest corner of this tract;

Thence N 02° 39' 22" W along the east line of a 372.10 acre tract, the west line of said 330.58 acre tract, and the west line of this tract, a distance of 1686.92 feet to the POINT OF BEGINNING, containing 100 acres of land, more or less, subject to all easements of record.

Bearings in this description are GPS, Texas State Plane Coordinate System of NAD 1927, South Zone.

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Gracie Alaniz-Gonzales*

Gracie Alaniz-Gonzales, County Clerk  
San Patricio Texas



June 20, 2011 09:53:31 AM

FEE: \$24.00  
DEED

609407

**EXHIBIT 1**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**WARRANTY DEED WITH VENDOR'S LIEN**

Date: *June 30, 2013*



4 PGS  
DEED

630003

Grantor: William McCampbell Gibson

Grantor's Mailing Address: P.O. Box 11286, Big Canoe, Georgia 30143-5105

Grantees: James Franklin Price, Jr. and Susan Patricia Hayes Price

Grantees' Mailing Address: 4290 C. R. 4343, Aransas Pass, Texas 78336

Consideration: Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantees of their one certain promissory note of even date herewith in the principal amount of FORTY THOUSAND DOLLARS and 00/100 (\$40,000.00), payable to the order of William McCampbell Gibson, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to KEVIN SCHLEICHER, Trustee.

Property (including any improvements):

That certain real property described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes.

Reservations from and Exceptions to Conveyance and Warranty: all liens, easements and covenants of record; all visible and/or apparent easements on, over and across the subject property. Grantor expressly reserves all mineral rights to the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

William McCampbell Gibson  
William McCampbell Gibson

STATE OF GEORGIA

COUNTY OF Dawson

This instrument was acknowledged before me on the 9 day of July, 2013, by  
William McCampbell Gibson.

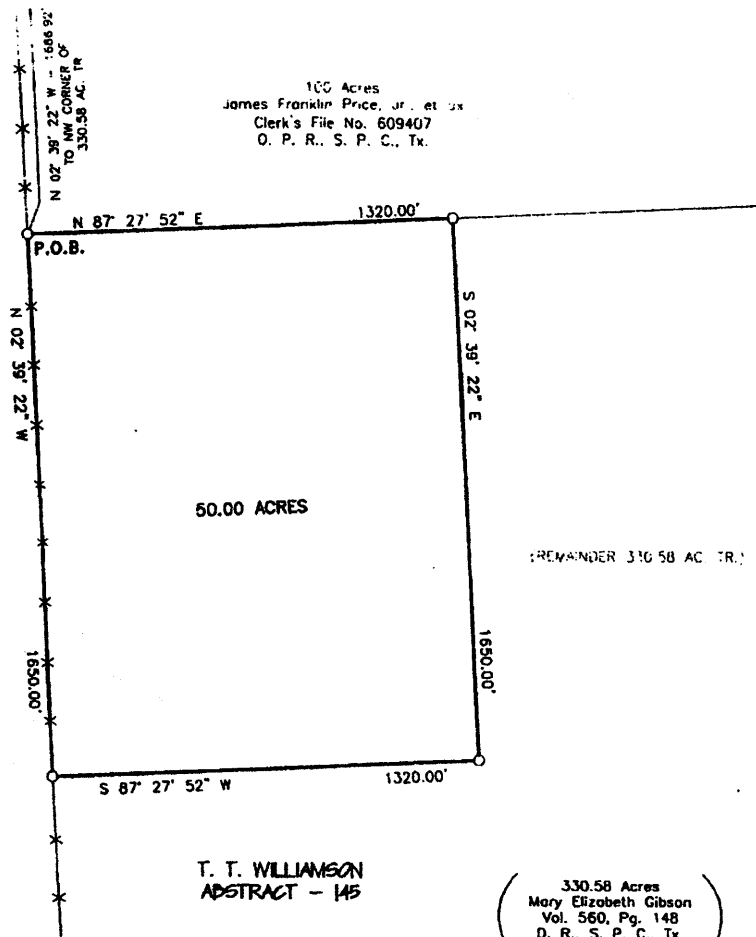
Kathleen M. Hulsebus  
NOTARY PUBLIC, STATE OF GEORGIA

Prepared in the Law Office of:  
KEVIN R. SCHLEICHER  
2587 Main Street  
P.O. Box 401  
Ingleside, Texas 78362

After recording return to:  
James F. Price, Jr.  
4290 C. R. 4343  
Aransas Pass, TX 78336



Ex. A



O - DENOTES A 5/8" IRON ROD WITH SURVEYOR'S CAP STAMPED "RPLS 1907"

Bearings are GPS, Texas State Plane Coordinate System of NAD 1927, South Zone.

The FEMA Flood Maps show that the property described herein is located in Flood Zone X. An area with minimal flooding. Community-Panel No. 48550604400. Map Revised on August 4, 2004. Please check with your local floodplain administrator for base flood elevation.

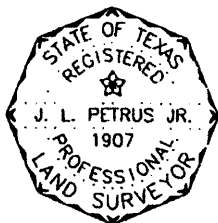
There may be existing pipelines not shown on this plat. Use the Texas One Call System to locate pipelines before performing any excavation on this property.

A metes and bounds description was prepared in conjunction with this plat.

PLAT SHOWING SURVEY OF  
A 50.00 ACRE TRACT OF LAND  
BEING OUT OF  
THE T. T. WILLIAMSON SURVEY, ABSTRACT 145  
SAN PATRICIO COUNTY, TEXAS  
SCALE 1" = 400 FEET

I, Julius L. Petrus, Jr., Registered Professional Land Surveyor of Texas, do hereby state that this plat represents an actual survey made under my direction, to the best of my knowledge and ability, this the 10th day of June, 2013.

King & Petrus, Inc.  
P. O. Box 606  
Sinton, Texas 78387  
Phone 361-364-2622  
Fax 361-364-2641  
C:\RAR\22300\22390  
C:\MAPDATA\DATA\13259SAN\RIN



*J. L. Petrus Jr.*

Registered Prof. Land Surveyor  
Texas Registration No. 1907



STATE OF TEXAS  
COUNTY OF SAN PATRICIO

50.00 ACRES

Field notes of a 50.00 acre tract of land, being out of a 330.58 acre (Tract B-2) tract of land conveyed to Mary Elizabeth Gibson by Partition Deed dated August 8, 1977 and recorded in Volume 560, Page 148 of the Deed Records of San Patricio County, Texas;

Said 50.00 acre tract is comprised of a portion of the T. T. Williamson Survey, Abstract 145, is situated in San Patricio County, Texas, approximately 3 miles northwest of the town of Ingleside, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set in the west line of said 330.58 acre tract and at the southwest corner of an 100 acre tract of land conveyed to James Franklin Price, Jr., et ux, by Deed recorded in Clerk's File No. 609407 of the Real Property Records of San Patricio County, Texas; for the northwest corner of this tract; whence the northwest corner of said 330.58 acre tract bears N 02° 39' 22" W, a distance of 1686.92 feet;

Thence N 87° 27' 52" E along the south line of said 100 acre tract and the north line of this tract, a distance of 1320.00 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set for the northeast corner of this tract;

Thence S 02° 39' 22" E along the east line of this tract, a distance of 1650.00 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set for the southeast corner of this tract;

Thence S 87° 27' 52" W along the south line of this tract, a distance of 1320.00 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set in the west line of said 330.58 acre tract, for the southwest corner of this tract;

Thence N 02° 39' 22" W along the west line of said 330.58 acre tract and the west line of this tract, a distance of 1650.00 feet to the point of beginning, containing 50.00 acres of land, more or less, subject to all easements of record.

Bearing are GPS, Texas State Plane Coordinate System of NAD, 1927, South Zone.

I, Julius L. Petrus, Jr., Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 10<sup>th</sup> day of June, 2013.



Registered Professional Land Surveyor  
Texas Registration No. 1907

RAR:22390

*A plat was prepared in conjunction with this description.*

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

Gracie Alaniz-Gonzales, County Clerk  
San Patricio Texas

July 30, 2013 10:45:25 AM

FEE: \$28.00  
DEED

630003



**EXHIBIT 2**

**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 parcels of real property in San Patricio County, Texas, which are identified by San Patricio County Appraisal District as Geographic ID: 2139-0243-0000-002 (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**, that Property is located 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. 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 Property, 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 Property, agrees not to involuntarily institute proceedings to annex the

Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 3. 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 Property for agriculture, wildlife management, or timber.

**Section 4. Owner's Obligations.** In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's extraterritorial jurisdiction, the Owner covenants and agrees to the following:

- (a) The Owner shall not to use the Property 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 Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.

**Section 5. Development and Annexation of Property.**

- (a) Pursuant to Texas Local Government Code §212.172, the following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property 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 Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.
  - (2) The Property 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 Property 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 Property 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 5(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 6. 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 Property 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 7. 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.

**Section 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. 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 Property into the City.

**Section 19. 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 20. Authorization.** That all parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Entered into this 15<sup>th</sup> day of May, 2019.

**Owner: OHM SURFACE, LLC**

By: Mary Lynn Bode, Manager

Kimsey Davis  
By: Kimsey Davis, Manager

STATE OF TEXAS §

COUNTY OF 6<sup>th</sup> §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by, Mary Lynn Bode, Manager for OHM SURFACE, LLC, Owner.

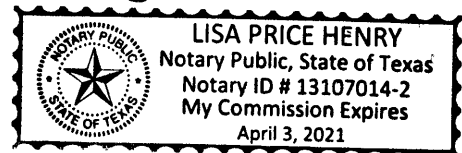
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF San Patricio §

This instrument was acknowledged before me on the 15<sup>th</sup> day of May, 2019, by, Kimsey Davis, Manager for OHM SURFACE, LLC, Owner.

Lisa Price-Henry  
Notary Public, State of Texas



**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

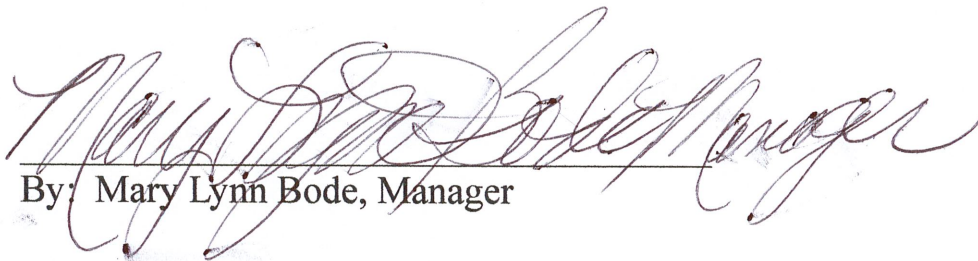
**Section 18. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

**Section 19. 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 20. Authorization.** That all parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Entered into this 15<sup>th</sup> day of May, 2019.

**Owner: OHM SURFACE, LLC**

  
By: Mary Lynn Bode, Manager

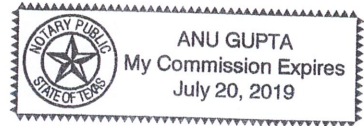
By: Kimsey Davis, Manager

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 15<sup>th</sup>  
\_\_ day of May, 2019, by, Mary Lynn Bode, Manager  
for OHM SURFACE, LLC, Owner.

Anu Gupta  
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 15th day of M, 2019, by, Kimsey Davis, Manager for OHM SURFACE, LLC, Owner.

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

Page 2 of 2

City of Corpus Christi:

ATTEST:

|                |                      |
|----------------|----------------------|
| By:            | By:                  |
| Rebecca Huerta | Samuel Keith Selman  |
| City Secretary | Interim City Manager |

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.

City of Corpus Christi:

ATTEST:

By: Rebecca Huerta  
Asst. City Secretary

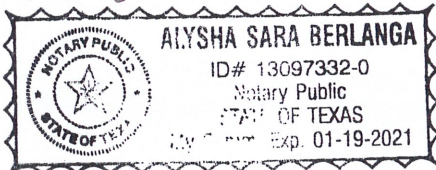
By: Samuel Keith Selman  
Interim City Manager

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

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 17<sup>th</sup> 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.

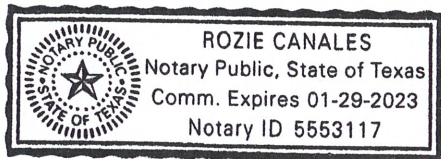


Alysha Sara Berlanga  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 17<sup>th</sup> 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.



Rozie Canales  
Notary Public, State of Texas

APPROVED AS TO FORM:

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



**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 parcels of real property in San Patricio County, Texas, which are identified by San Patricio County Appraisal District as Geographic ID: 2139-0269-0002-000 and Geographic ID: 2139-0291-0000-000 (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**, that Property is located 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. 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 Property, 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 Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 3. 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 Property for agriculture, wildlife management, or timber.

**Section 4. Owner's Obligations.** In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's extraterritorial jurisdiction, the Owner covenants and agrees to the following:

- (a) The Owner shall not to use the Property 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 Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.

The above covenants by Owner shall continue in effect until Owner submits to the City a petition for voluntary annexation of the Property so long such petition is not withdrawn, or the parties otherwise agree to an industrial district agreement under Chapter 43 of the Texas Local Government Code or some subsequent agreement of the parties modifying this provision.

**Section 5. Development and Annexation of Property.**

- (a) Pursuant to Texas Local Government Code §212.172, the following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property 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 Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.
  - (2) The Property 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 Property 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 Property 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 5(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 6. 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 4 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 Property 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 7. 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.

**Section 8. 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 after the closing of any 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. 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 Property into the City.

**Section 19. 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 20. Authorization.** That all parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Entered into this 16 day of May, 2019.

**Owner:** CHEMOURS COMPANY FC LLC

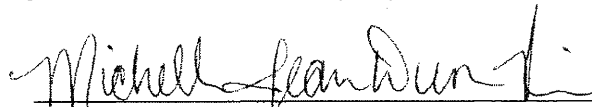
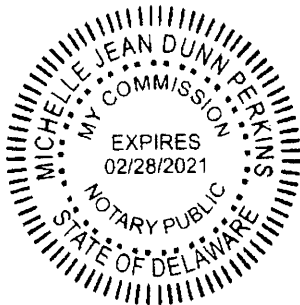


Mark D. Staub  
Vice President & Chief Tax Officer

STATE OF DELAWARE §

COUNTY OF NEW CASTLE §

This instrument was acknowledged before me on the 16 day of May, 2019, by, Mark D. Staub, Vice President & Chief Tax Officer for Chemours Company FC LLC, a Delaware limited liability company, on behalf of said company.

  
Notary Public, State of Delaware

City of Corpus Christi:

ATTEST:

By:

Rebecca Huerta Paul Pierce  
Asst. City Secretary

By:

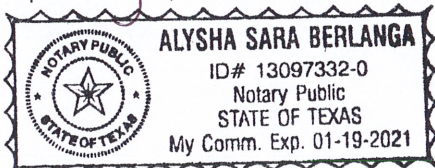
Samuel Keith Selman  
Interim City Manager

Res 031759 AUTHORIZED  
BY COUNCIL 5/14/19  
RH/AJ3  
SECRETARY

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 17<sup>th</sup> 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.

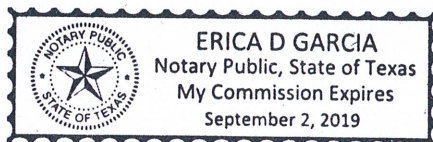


Alysha Sara Berlanga  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was, acknowledged before me on this 17<sup>th</sup> 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

**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 parcels of real property in San Patricio County, Texas, which are identified by San Patricio County Appraisal District as Geographic ID: 0336-2000-0003-002, 0336-2000-0005-001, and 0336-2000-0005-050 and more particularly described in the attached Exhibit "1, 2 and 3" (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**, that Property is located 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. 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 Property, 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 Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

**Section 3. 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 Property for agriculture, wildlife management, or timber.

**Section 4. Owner's Obligations.** In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's extraterritorial jurisdiction, the Owner covenants and agrees to the following:

- (a) The Owner shall not to use the Property 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 Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.

**Section 5. Development and Annexation of Property.**

- (a) Pursuant to Texas Local Government Code §212.172, the following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property 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 Property with a governmental entity that has jurisdiction over the Property, regardless of how the Property is appraised for ad valorem tax purposes.
  - (2) The Property 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 Property 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 Property 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 5(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 6. 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 Property 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 7. 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.

**Section 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. 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 Property into the City.

**Section 19. 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 20. Authorization.** That all parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Entered into this 16<sup>th</sup> day of May, 2019.

**Owner**  
TEDA TPCO America Corporation

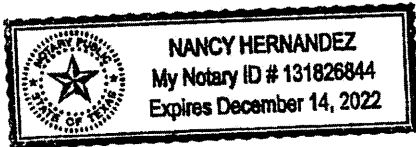
Xueqiang Zhu  
Xueqiang Zhu  
President

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF San Patricio §

This instrument was acknowledged before me on the 15<sup>th</sup> 16<sup>th</sup> day of May, 2019, by Xueqiang Zhu, President of TEDA TPCO America Corporation, a Delaware corporation, on behalf of said corporation.




Nancy Hernandez  
Notary Public, State of Texas



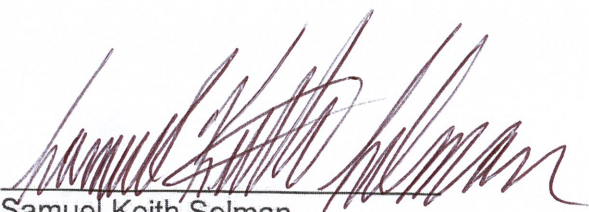
City of Corpus Christi:

ATTEST:

By:

  
~~Rebecca Huerta~~ Paul Pierce  
Ast. City Secretary

By:

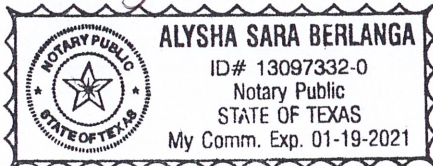
  
Samuel Keith Selman  
Interim City Manager

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 17<sup>th</sup> day of May, 2019, by ~~Rebecca Huerta~~ Paul Pierce Ast. City Secretary, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

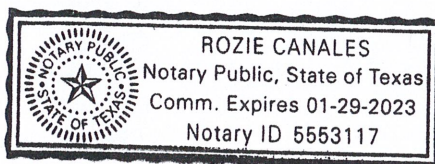


Alysha Sara Berlanga  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 17<sup>th</sup> 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.



Rozie Canales  
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 D

### Property

Save and Excepted from Annexation  
per Industrial Districts  
in accordance with  
Texas Local Government Code §42.044

# Exhibit D

## **ORDINANCE AUTHORIZING THE ESTABLISHMENT OF INDUSTRIAL DISTRICTS NO. 5, 6, AND 7 WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CORPUS CHRISTI, TEXAS; AND AUTHORIZING INDUSTRIAL DISTRICT AGREEMENTS WITH VARIOUS PROPERTY OWNERS WITHIN THE INDUSTRIAL DISTRICTS IN SAN PATRICIO COUNTY; AND DECLARING AN EMERGENCY.**

WHEREAS, under Texas Local Government Code Chapter 42, Subchapter 42.044, the Governing body of any city has the right, power and authority to designate any part of the area located in its extraterritorial jurisdiction as an Industrial District, and to treat such area from time to time as such governing body may deem to be in the best interest of the City; and

WHEREAS, included in such rights and powers of the governing body of any city is the permissive right and power to enter into written agreements with the owner or owners of land in the extraterritorial jurisdiction of a city to guarantee the continuation of the extraterritorial status of such land, and immunity from annexation by the city for a period of time, and other such terms and considerations as the parties might deem appropriate; and

WHEREAS, it is the established policy of the City Council of the City of Corpus Christi, Texas (the “City”), to adopt reasonable measures permitted by law that will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein as being in the best interest of the City and its citizens; and

WHEREAS, under said policy and the provisions of Section 42.044, Texas Local Government Code, the City of Corpus Christi has enacted Ordinance No. 15898, approved November 26, 1980, as amended, indicating its willingness to enter into industrial district agreements with industries located within its extraterritorial jurisdiction and designating the specified land areas as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2; and

WHEREAS, in order to correct certain boundary issues, the City Council passed Ordinance No. 029958 to reestablish the boundaries of the land areas known as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2 and renamed such areas “Industrial District No. 1” and “Industrial District No. 2”; and

WHEREAS, an area of the City’s extraterritorial jurisdiction has been informally referred to as Industrial District No. 3 and the use of such name for a new Industrial District may cause confusion; and

WHEREAS, the City Council created Industrial District No. 4 by Ordinance No. 031721; and

WHEREAS, it is in the best interests of the citizens of the City of Corpus Christi to create additional industrial districts to be named Industrial District No. 5, Industrial District No. 6, and Industrial District No. 7 over a portion of the City's Extraterritorial Jurisdiction in San Patricio County.

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

SECTION 1. The findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.

SECTION 2. Industrial District No. 5 is hereby established as described in Metes and Bounds Description of Industrial District No. 5 attached hereto and incorporated herein.

SECTION 3. Industrial District No. 6 is hereby established as described in Metes and Bounds Description of Industrial District No. 6 attached hereto and incorporated herein.

SECTION 4. Industrial District No. 7 is hereby established as described in Metes and Bounds Description of Industrial District No. 7 attached hereto and incorporated herein.

SECTION 5. The City may create new Industrial Districts, and expand or diminish the size of any Industrial District and the City hereby reserves all rights and powers it may have or acquire to revoke in whole or in part the creation of all or any part of an Industrial District, except to the extent that it has agreed not to do so in any industrial district agreement.

SECTION 6. The City Council approves and authorizes industrial district agreements with owners and lessees of land and improvements included within the newly created Industrial Districts, in substantially the form attached hereto and incorporated herein as Industrial District Agreement. The City Manager, or his designee, is hereby authorized to execute such documents and all related documents on behalf of the City of Corpus Christi. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

SECTION 7. Upon written request of the Mayor or five City Council members, copy attached, the City Council: (1) finds and declares an emergency due to the need for immediate action necessary for the efficient and effective administration of City affairs and (2) suspends the 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 on this 21st day of May, 2019.

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

**ATTEST:**

**THE CITY OF CORPUS CHRISTI**

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

\_\_\_\_\_  
Joe McComb  
Mayor

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 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,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Joe McComb  
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           | _____ |

# Metes and Bounds Description of Industrial District No. 5

## NASHTEC L.L.C. 4.3917 ACRES METES AND BOUNDS DESCRIPTION

Being 4.3917 acres of land situated in the Thomas T. Williamson Survey (Abstract No. 290) in San Patricio County, Texas and being out of and a part of the remainder of a called 1,610.0 acre tract of land described in a Warranty Deed from BPU Reynolds, Inc. to Sherwin Alumina, L.P., dated August 10, 2001, recorded in Instrument #502130 of the San Patricio County Official Records. Said 4.3917 acre parcel being more particularly described as the following described 7.4984 acre parcel less and except the following three (3) tracts of land (situated within or inside the boundaries of said 7.4984 acres) described in a Special Warranty Deed from Sherwin Alumina, L.P. to Nashtec L.P., dated December 17, 2004, recorded in Instrument #539596 of the San Patricio County Official Records:

- 1) that 2.557 acre tract described as Parcel A
- 2) that 0.5474 of an acre tract described as Parcel B
- 3) that 0.0023 of an acre tract described as Parcel C

All deed references herein are to said San Patricio County Official Records unless otherwise noted. Metes and bounds description of said 4.3917 acres is as follows:

**BEGINNING** at a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for the northeast corner of said 4.3917 acre parcel, from which a 5/8" iron rod with plastic cap stamped "RPLS 3583" found in the southerly East line of said 1,610.0 acres, for the South corner of the Reynolds/Alcoa called 341.3 acre tract of land described as Retained Tract #2 recorded in Instrument #502130 bears North 26° 03' 09" East, a distance of 453.94 feet;

**THENCE** across and severing said Sherwin Alumina, L.P. remainder of 1,610.0 acre tract, the following sixteen (16) courses:

- 1) South 00° 27' 45" East for a distance of 1,399.65 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an exterior corner of said 4.3917 acre parcel;
- 2) South 89° 18' 17" West for a distance of 118.98 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an interior corner of said 4.3917 acre parcel;
- 3) South 00° 05' 37" East for a distance of 222.82 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an interior corner of said 4.3917 acre parcel;
- 4) North 89° 22' 02" East for a distance of 120.35 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an exterior corner of said 4.3917 acre parcel;
- 5) South 00° 28' 16" East for a distance of 116.61 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for the southeast corner of said 4.3917 acre parcel, from which a concrete monument found for reference in the southerly East line of said 1,610.0 acres bears South 06° 05' 15" East, a distance of 1,930.11 feet;
- 6) North 89° 14' 09" West for a distance of 269.30 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for the southwest corner of said 4.3917 acre parcel;
- 7) North 00° 36' 19" West for a distance of 339.02 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an exterior corner of said 4.3917 acre parcel;

# Metes and Bounds Description of Industrial District No. 5

## Page 2 of 5

- 8) North 89° 35' 34" East for a distance of 18.29 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an interior corner of said 4.3917 acre parcel;
- 9) North 00° 31' 19" West for a distance of 545.70 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an exterior corner of said 4.3917 acre parcel;
- 10) North 89° 25' 25" East for a distance of 21.87 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an interior corner of said 4.3917 acre parcel;
- 11) North 00° 27' 10" West for a distance of 118.30 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an interior corner of said 4.3917 acre parcel;
- 12) South 89° 51' 28" West for a distance of 36.64 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for an exterior corner of said 4.3917 acre parcel;
- 13) North 00° 14' 01" West for a distance of 156.16 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for the southerly northwest corner of said 4.3917 acre parcel;
- 14) North 89° 26' 59" East for a distance of 172.70 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set in the West line of said Nashtec 0.5474 of an acre tract, for an interior corner of said 4.3917 acre parcel;
- 15) North 00° 41' 31" West with the West line of said Nashtec 0.5474 of an acre tract, at a distance of 277.42 feet pass a 5/8" iron rod found for the northwest corner of said Nashtec 0.5474 of an acre tract, and continuing for a total distance of 573.50 feet to a 5/8" steel rod with yellow plastic cap stamped "P. Matusek #4518" set for the northerly northwest corner of said 4.3917 acre parcel;
- 16) North 89° 22' 57" East for a distance of 96.12 feet to the **POINT OF BEGINNING**, containing 7.4984 acres, more or less, LESS and EXCEPT said 2.557 acre, 0.5474 of an acre, and 0.0023 of an acre tracts, leaving a net acreage of 4.3917 acres of land.

All bearings shown herein are referenced to the Texas State Plane Coordinate System, NAD83 (2011 Adj.), Texas South Central Zone No. 4204. The distances shown represent surface values and may be converted to grid by dividing by the surface adjustment factor of 0.99996.

I hereby certify the foregoing description was prepared from a survey performed on the ground under my supervision, and represents the facts found at the time of the survey.

*Patrick Matusek*

Patrick Matusek  
Registered Professional Land Surveyor  
Maverick Engineering, Inc., Firm # 100491-02  
License No. 4518, State of Texas  
Surveyed December 2, 2016





# Metes and Bounds Description of Industrial District No. 5

## Page 3 of 5

### METES AND BOUNDS DESCRIPTION OF 3.1067 ACRES OF LAND

ALL THOSE CERTAIN THREE PARCELS OF LAND, COMPRISING 3.1067 ACRES OF LAND, MORE OR LESS, OUT OF AN ORIGINAL 436.7 ACRE REMAINDER TRACT SITUATED IN A PORTION OF THE T.T. WILLIAMSON SURVEYS A-290 AND A-291, CONVEYED BY BPU REYNOLDS, INC., A DELAWARE CORPORATION TO SHERWIN ALUMINA, L.P., A TEXAS LIMITED PARTNERSHIP, IN WARRANTY DEED dated August 1, 2001 recorded under Clerk's File No. 502130, Official Real Property Records of San Patricio County, Texas; and Special Warranty Deed dated December 31, 2000, from Reynolds Metal Company, a Delaware Corporation, to BPU Reynolds, Inc., a Delaware Corporation, recorded under Clerk's File No. 20010000017, Official Public Records of Nueces County, said parcels as shown in Sherwin Alumina drawing number 60-Z-1001, being more particularly described as follows, to-wit

#### PARCEL A 2.557 ACRES

COMMENCING at a found 5/8 inch iron rod for an east corner of the aforesaid 436.7 acre tract and the south corner of that 341.3 acre tract retained by Reynolds/Alcoa in Document No. 2001000017 of the Official Public Records of Nueces County, Texas in the west line of that 336.47 acre tract recorded in Volume 359, Page 276 of the Deed Records of San Patricio County, Texas;

THENCE, with the common line of said 436.7 acre tract and said 336.47 acre tract, S00°11'42"W 1,178.36 feet to a point;

THENCE, leaving said common line, S89°48'18"W 233.00 feet to the POINT OF BEGINNING;

THENCE, S00°11'39"E 508.00 feet to a point;

THENCE, with a tangent curve to the right said curve having a central angle of 90°00'00", a radius of 60.00 feet and a chord bearing S44°48'21"W 84.85 feet, an arc distance of 94.25 feet to a point;

THENCE, S89°48'21"W 125.00 feet to a point;

THENCE, N00°11'39"W 608.00 feet to a point;

THENCE, N89°48'21"E 145.00 feet to a point;

THENCE,, with a tangent curve to the right said curve having a central angle of 90°00'00", a radius of 40.00 feet and a chord bearing S45°11'39"E 56.57 feet, an arc



# Metes and Bounds Description of Industrial District No. 5

## Page 4 of 5

distance of 62.83 feet to the POINT OF BEGINNING and containing 2.557 acres of land, more or less.

### PARCEL B 0.5474 ACRES

COMMENCING at a found 5/8 inch iron rod for an east corner of the aforesaid 436.7 acre tract and the south corner of that 341.3 acre tract retained by Reynolds/Alcoa in Document No. 2001000017 of the Official Public Records of Nueces County, Texas in the west line of that 336.47 acre tract recorded in Volume 359, Page 276 of the Deed Records of San Patricio County, Texas;

THENCE, with the common line of said 436.7 acre tract and said 336.47 acre tract, S00°11'42"W 703.12 feet to a point;

THENCE, leaving said common line, N89°48'18"W 236.23 feet to the POINT OF BEGINNING;

THENCE, S00°11'39"E 370.00 feet to a point;

THENCE, with a tangent curve to the right said curve having a central angle of 90°00'00", a radius of 40.00 feet and a chord bearing S44°48'21"W 56.57 feet, an arc distance of 62.83 feet;

THENCE, S89°48'21"W 19.00 feet to a point;

THENCE, N00°11'39"W 410.00 feet to a point;

THENCE, N89°48'21"E 59.00 feet to the POINT OF BEGINNING and containing 0.5474 acres of land, more or less.

### PARCEL C 0.0023 ACRES

COMMENCING at a found 5/8 inch iron rod for an east corner of the aforesaid 436.7 acre tract and the south corner of that 341.3 acre tract retained by Reynolds/Alcoa in Document No. 2001000017 of the Official Public Records of Nueces County, Texas in the west line of that 336.47 acre tract recorded in Volume 359, Page 276 of the Deed Records of San Patricio County, Texas;

# Metes and Bounds Description of Industrial District No. 5

## Page 5 of 5

THENCE, with the common line of said 436.7 acre tract and said 336.47 acre tract, S00°11'42"W 1,804.72 feet to a point;

THENCE, leaving said common line, S89°48'18"W 224.31 feet to the POINT OF BEGINNING;

THENCE, with the perimeter of the herein described 0.0023 acre tract,

S00°11'39"E 10.00 feet to a point,

S89°48'21"W 10.00 feet to a point,

N00°11'39"W 10.00 feet to a point,

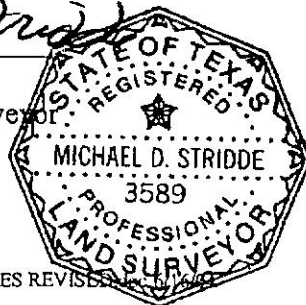
N89°48'21"E 10.00 feet to the POINT OF BEGINNING and

containing 0.0023 acres of land, more or less.

NOTE: Bearings are based on the found east line of the aforesaid 436.7 acre tract bearing S00°11'42"W as recorded in Document No. 2001000017 of the Official Public Records of Nueces County, Texas.

*Michael D. Stridde*

Michael D. Stridde  
Registered Professional Land Surveyor  
Texas No. 3589  
(361) 289-1385



*6-17-04*  
Date

## Metes and Bounds Description of Industrial District No. 6

### Land

That certain 253.90 acre tract of land out of a Portion of Lot 5 & Fractional Lot 6, Block "B", Coleman Fulton Pasture Company's Subdivision (known as Gregory Farm Blocks), a subdivision of San Patricio County, Texas, recorded in Volume 1 Page 11-B & Volume 2 Page 11, San Patricio County, Texas Map Records said 253.90 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod set for corner at the intersection of the Southeast right-of-way line of State Highway No. 35 and the Northeast right-of-way line of the Union Pacific Railroad for the most Westerly and beginning corner of the tract herein described;

Thence North 30°-15'-49" East, with the Southeast right-of-way line of said State Highway No. 35, at approximately 10.0 feet pass the Northeast line of a 10 foot wide Southwestern Bell Telephone Company Easement, recorded in File No. 223742, Deed Records, San Patricio County, Texas, at approximately 73.0 feet pass the Northeast line of a 73 foot wide (at this point) Central Power and Light Company Easement, recorded in File No. 506772, Deed Records, San Patricio County, Texas, in all, a distance of 900.00 feet to a concrete monument, found for corner in the North line of said Lot 5, Block "B", the South corner of said Fractional Lot 6, for a corner of the tract herein described;

Thence North 88°-44'-42" East, with the common corner line of said portion of Lot 5 & Fractional Lot 6, a distance of 20.00 feet to a 5/8 inch iron rod set for an interior corner of the tract herein described;

Thence North 42°-38'-10" East, with the Southeast right-of-way line of said State Highway No. 35, a distance of 407.78 feet to a 5/8 inch iron rod found for an interior corner of the tract herein described;

Thence North 30°-13'-29" East, still with the South right-of-way line of said State Highway No. 35, a distance of 1,595.59 feet to a concrete monument, found in the North line of said Lot 6, the South line of Lot 7, Block "B", said Coleman Fulton Pasture Company Subdivision, the Southwest corner of a tract of land in the name of J. S. M. McKamey Estates, recorded in Volume 656, Page 516, San Patricio County, Texas Deed Records, for the Northwest corner of the tract herein described;

Thence North 88°-51'-25" East, with the South line of said Lot 7, the North line of said Fractional Lot 6, the South line of said J. S. M. McKamey Estate, a distance of 2,536.34 feet to a 2 inch diameter iron pin found for the Northeast corner of the tract herein described;

Thence South 1°-13'-34" East, across said Lot 6, a distance of 1,649.67 feet to a 5/8 inch iron rod found in the common line of said Lots 6 and 5, for the upper Southeast corner of the tract herein described;

Thence South 88°-44'-42" West, with the common line of said Lot 6 and 5, a distance of 711.40 feet to a 5/8 inch iron rod found for an interior corner of the tract herein described;

Thence South 1°-15'-18" East, across said Lot 5, at approximately 2,720 feet through approximately 2,830 feet across a 40 foot Water Line Easement, recorded in File No.

## **Metes and Bounds Description of Industrial District No. 6**

### **Page 2 of 5**

746713, San Patricio County, Texas Deed Records, a 30 foot wide Central Power & Light Company Easement, File No. 506772, San Patricio County, Texas Deed Records and a 10 feet Southwestern Bell Telephone Company Easement, File No. 223742, San Patricio County, Texas Deed Records, in all, a distance of 2,845.60 feet to a 5/8 inch iron rod set for corner in the Northeast right-of-way line of Union Pacific Railroad, that runs Northeast of and adjacent to State Highway No. 361, for the most Southerly corner of the tract herein described;

Thence North 60°-02'-44" West, with the Northeast right-of-way line of said the Union Pacific Railroad and running along the Southwest right-of-way line of said 10 foot wide Southwestern Bell Telephone Company Easement, a distance of 4,011.00 feet to the Point of Beginning.

Containing 253.90 more or less acres of land.

**Metes and Bounds Description of Industrial District No. 6**  
**Page 3 of 5**

TRACT 1

Field notes of a 28.596 acre tract of land, being part of a 200 acre tract of land conveyed from Homer R. Hunt, et al, to Inez Jones and Geneva Jones by Warranty Deed dated September 6, 1961, and recorded in Volume 270, Page 186 of the Deed Records of San Patricio County, Texas;

Said 28.596 acre tract is part of Lot 2, Block "B" of the Gregory Farm Blocks Subdivision of the Coleman Fulton Pasture Company Lands as shown on map recorded in Volume 1, Page 11B of the Plat Records of San Patricio County, Texas;

Said 28.596 acre tract is comprised of a portion of the Geronimo Valdez Survey, Abstract 269, is situated in San Patricio County, Texas, approximately 1 mile east of the town of Gregory, and is described by metes and bounds as follows:

Beginning at a 3/4" iron pipe found at the southwest corner of said Lot 2, for the southwest corner of said 200 acre tract, and the southwest corner of this tract;

Thence N 01° 30' 30" W along the west line of said Block 2, the west line of said 200 acre tract, and the west line of this tract, a distance of 470.12 feet to a 5/8" iron rod set for the northwest corner of this tract;

Thence N 88° 27' 47" E along the north line of this tract, at 2629.10 feet pass the southwest corner of a 20 ft. road easement, in all a distance of 2649.10 feet to a 5/8" iron rod set in the east line of said 200 acre tract, at the northeast corner of said 20 ft. road easement, for the northeast corner of this tract;

Thence S 01° 30' 20" E along the east line of said 200 acre tract and the east line of this tract, a distance of 470.12 feet to a 5/8" iron rod set at the southeast corner of said 200 acre tract, the southeast corner of said Lot 2, for the southeast corner of this tract;

Thence S 88° 27' 47" W along the south line of said 200 acre tract, the south line of said Lot 2, and the south line of this tract, a distance of 2650.17 feet to the place of beginning, containing 28.596 acres, more or less.



## Metes and Bounds Description of Industrial District No. 6

### Page 4 of 5

#### TRACT 2

Field notes of a 28.596 acre tract of land, being part of a 200 acre tract of land conveyed from Homer R. Hunt, et al, to Inez Jones and Geneva Jones by Warranty Deed dated September 6, 1961, and recorded in Volume 270, Page 186 of the Deed Records of San Patricio County, Texas;

Said 28.596 acre tract is part of Lot 2, Block "B" of the Gregory Farm Blocks Subdivision of the Coleman Fulton Pasture Company Lands as shown on map recorded in Volume 1, Page 11B of the Plat Records of San Patricio County, Texas;

Said 28.596 acre tract is comprised of a portion of the Geronimo Valdez Survey, Abstract 269, is situated in San Patricio County, Texas, approximately 1 mile east of the town of Gregory, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod set in the west line of said Lot 2, and west line of said 200 acre tract, for the southwest corner of this tract, whence a 3/4" iron pipe found at the southwest corner of said Lot 2 and southwest corner of said 200 acre tract, bears S 01° 30' 30" E, a distance of 470.12 feet;

Thence N 01° 30' 30" W along the west line of said Lot 2, the west line of said 200 acre tract, and the west line of this tract, a distance of 470.31 feet to a 5/8" iron rod set for the northwest corner of this tract;

Thence N 88° 27' 47" E along the north line of this tract, at 2628.03 feet pass the west line of a 20 ft. road easement, in all a distance of 2648.03 feet to a 5/8" iron rod set in the east line of said 200 acre tract and east line of said 20 ft. road easement, for the northeast corner of this tract;

Thence S 01° 38' 20" E along the east line of said 200 acre tract, the east line of said 20 ft. road easement, and the east line of this tract, a distance of 470.31 feet to a 5/8" iron rod set at the southeast corner of said 20 ft. road easement, for the southeast corner of this tract;

Thence S 88° 27' 47" W along the south line of this tract, at 20 feet pass the southwest corner of said 20 ft. road easement, in all a distance of 2649.10 feet to the place of beginning, containing 28.596 acres, more or less.

# **Metes and Bounds Description of Industrial District No. 6**

## **Page 5 of 5**

Less and except all of that portion of the above-described property lying and being within the Extraterritorial Jurisdiction for the City of Gregory. This exception generally described as follows;

Beginning at a 5/8 inch rod set for corner at the intersection of the Southeast right-of-way line of State Highway No. 35 and the Northeast right-of-way line of the Union Pacific Railroad for the most Westerly and beginning corner of the tract;

Thence North 30-15'-49" East, with the Southeast right-of-way line of said State Highway No. 35, at approximately 10.0 feet pass the Northeast line of a 10 foot wide Southwestern Bell Telephone Company Easement, recorded in File NO. 223742, Deed Records, San Patricio County, Texas, at approximately 73.0 feet pass the Northeast line of a 73 foot wide (at this point) Central Power and Light Company Easement, recorded in File No. 506772, Deed Records, San Patricio County, Texas, in all, a distance of 900.00 feet to a concrete monument, found for corner in the North line of said Lot 5, Block "B", the South corner of said Fractional Lot 6, for a corner of the tract herein described;

Thence North 88-44'-42" East with the common corner line of said portion of Lot 5 & Fractional Lot 6, a distance of 20.00 feet to a 5/8 inch rod set for an interior corner of the tract;

Thence North 42-38'-10" East, with the Southeast right-of-way line of said State Highway No. 35, a distance of 407.78 feet to a 5/8 inch rod found for an interior corner of the tract;

Thence North 30-13'-29" East, still with the South right-of-way line of said State Highway No. 35, a distance of 821.91 feet to intersection of said State Highway No. 35 South right-of-way and the Gregory Extraterritorial Jurisdiction;

Thence following the Gregory Extraterritorial Jurisdiction along a curve with a radius of 2,816.471, angle 53-25-46 and at a Chord Direction of South 0-44-25 East to the intersection of said Gregory Extraterritorial Jurisdiction and the Northeast right-of-way line of Union Pacific Railroad, that runs Northeast of and adjacent to State Highway No. 361, for the most Southerly corner of the tract herein described;

Thence North 60 02' 44" West, with the Northeast right-of-way line of said the Union Pacific Railroad and running along the Southwest right-of-way line of said 10 foot Southwestern Bell Telephone Company Easement, a distance of 1,278.19 feet to the Point of Beginning.

# Metes and Bounds Description of Industrial District No. 7

## PROPERTY DESCRIPTION

138.04 ACRES

STATE OF TEXAS                    }  
COUNTY OF SAN PATRICIO        }

All of that certain tract or parcel containing 138.04 acres situated in the T. T. Williamson Survey, Abstract No. 290 and Abstract No. 291 of San Patricio County, Texas and being a part of the same property described as 341.3 acres (A/K/A Renolds/Alcoa Retained Tract #2) in Deed recorded in Clerk's File No. 502131 of the Official Public Records of San Patricio County, Texas and all of the same property described as 18.40 acres recorded in Volume 495, Page 420 of the Deed Records of San Patricio County, Texas and a part of the original 1665.222 acre tract described in Volume 169, Page 48 of the Deed Records of San Patricio County, Texas. This 138.04 acres is more particularly described by metes and bounds as follows:

**COMMENCING** at an existing concrete monument located in the South Right-of-Way line of State Highway 361 and at the Northeast corner of the above referenced 341.3 acre tract and the Northwest corner of a San Patricio Municipal Water District 3.31 acre tract as recorded in Clerk's File No. 468583 of the Official Public Records of San Patricio County, Texas and for the Northeast corner of a 203.20 acre tract also surveyed on this day; from which the Northeast corner of the above referenced 1665.222 acre tract bears: North 00° 30' 03" West, 115.98 feet;

**THENCE** South 00° 30' 03" East [deed call = South 00° 01' 15" East], with the East line of said 1665.222 acre tract and the West line of the said 3.31 acre tract, a distance of 1528.96 feet to a 5/8 inch iron rod with plastic cap set for the Southeast corner of the said 203.20 acre tract and the **PLACE OF BEGINNING** of this 138.04 acres being described;

**THENCE** South 00° 30' 03" East [deed call = South 00° 01' 15" East], with the East line of said 1665.222 acre tract and the West line of the said 3.31 acre tract, a distance of 1,398.19 feet to an existing concrete monument located at a East corner of the said 1665.222 acre tract and Northeast corner of a above referenced 18.40 acre tract for the upper southeast corner of this 138.04 acres being described;

**THENCE** South 44° 42' 45" West [deed call = South 45° 10' 34" West], with the common line of said 18.40 acre tract and a 336.47 acre tract described in deed recorded in Volume 359, Page 276 of Deed Records of San Patricio County, Texas, a distance of 494.98 feet [deed call = 494.97 feet] to an existing concrete monument located at a corner of the said 18.40 acre tract and the said 341.3 acre tract for corner of this 138.04 acres being described;

**THENCE** South 89° 43' 59" West [deed call = North 89° 49' 19" West], with the common line of said 18.40 acre tract and the said 336.47 acre tract, a distance of 2115.01 feet [deed call = 2115.11 feet] to the Southwest corner of said 18.40 acre tract and a corner of said 336.47 acre tract for an interior corner of this 138.04 acres being described;



# Metes and Bounds Description of Industrial District No. 7

## Page 2 of 3

### PROPERTY DESCRIPTION 138.04 ACRES

(continued)

**THENCE** South 00° 16' 59" East [deed call = South 00° 11' 42" West], with a line of said 336.47 acre tract, a distance of 467.22 feet [deed call = 466.28 feet] to an existing 5/8 inch iron rod located at the most southerly corner of the said 341.3 acre tract for the most southerly corner of this 138.04 acres being described;

**THENCE** with the lines of the said 341.3 acre tract with the following courses and distances:

North 61° 06' 41" West [deed call = North 60° 36' 17" West], 293.64 feet [deed call = 293.53 feet] to an existing 5/8 inch iron rod,  
North 88° 02' 46" West [deed call = North 87° 34' 21" West], 141.16 feet [deed call = 141.09 feet] to an existing 5/8 inch iron rod,  
North 56° 03' 38" West [deed call = North 55° 41' 42" West], 89.50 feet [deed call = 89.56 feet] to an existing 5/8 inch iron rod,  
North 01° 22' 05" West [deed call = North 00° 53' 27" West], 611.30 feet [deed call = 611.35 feet] to an existing 5/8 inch iron rod,  
North 00° 35' 22" East [deed call = North 01° 04' 06" East], 251.72 feet [deed call = 251.78 feet] to an existing 5/8 inch iron rod,  
North 00° 16' 03" West [deed call = North 00° 12' 53" East], 242.47 feet [deed call = 242.54 feet] to an existing 5/8 inch iron rod,  
South 89° 53' 16" West [deed call = North 89° 38' 25" West], 656.73 feet [deed call = 656.55 feet] to an existing 5/8 inch iron rod,  
North 33° 47' 11" West [deed call = North 33° 20' 43" West], 89.85 feet [deed call = 89.86 feet] to an existing 5/8 inch iron rod,  
North 23° 17' 24" West [deed call = North 22° 52' 09" West], 92.98 feet [deed call = 93.03 feet] to an existing 5/8 inch iron rod,  
North 01° 02' 13" West [deed call = North 00° 33' 25" West], 322.89 feet [deed call = 322.96 feet] to an existing 5/8 inch iron rod,  
North 89° 25' 20" East [deed call = North 89° 54' 01" East], 160.78 feet [deed call = 160.89 feet] to an existing 5/8 inch iron rod,  
North 00° 28' 40" West [deed call = North 00° 00' 09" West], 537.78 feet to a 5/8 inch iron rod with plastic cap set for the Southwest corner of the said 203.20 acre tract and for the Northwest corner of this 138.04 acres being described;

**THENCE** North 88° 12' 00" East, crossing the said 341.3 acre tract and with a South line of the said 203.20 acre tract, a distance of 997.94 feet to a 5/8 inch iron rod with plastic cap set for an interior corner of the said 203.20 acre tract and for the North corner of this 138.04 acres being described;

**THENCE** South 65° 43' 27" East, crossing the said 341.3 acre tract and with a South line of the said 203.20 acre tract, a distance of 313.26 feet to a 5/8 inch iron rod with plastic cap set for a corner of the said 203.20 acre tract and for a corner of this 138.04 acres being described;

# Metes and Bounds Description of Industrial District No. 7


Page 3 of 3

## PROPERTY DESCRIPTION 138.04 ACRES

(continued)

**THENCE** North 89° 57' 47" East, crossing the said 341.3 acre tract and with a South line of the said 203.20 acre tract, a distance of 2,244.27 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 138.04 acres.

Bearings recited herein are Texas State Plane South Central Zone NAD'83 grid. This property description and a plat were prepared from a survey made on the ground under my direction on May 4, 2015.

  
G & W ENGINEERS, INC.  
TBPLS Firm No. 10022101  
Henry A. Danysh  
Registered Professional  
Land Surveyor, No. 5088



# Exhibit E

## MUNICIPAL SERVICE PLAN FOR NORTH OF CORPUS CHRISTI BAY

### **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 Tex. Local Gov't Code 43.056(b), this service 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 Tex. Local Gov't Code 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 businesses and multi-family residences 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 San Patricio Municipal Water District provides water to industrial customers in part of the annexation area. The Rincon Water Supply Corporation may hold and/or have applied for 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 San Patricio Municipal Water District will continue to provide water service to industrial customers in the annexed area. The City will not interfere with the San Patricio Municipal Water District contracts to provide water in the annexed area. The City will not interfere with the with the San Patricio Municipal Water District's right to contract for water service. If provided currently, the Rincon Water Supply Corporation 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:* The City of Gregory may hold and/or have applied for a wastewater CCN for part of the annexation area.

*Services to be Provided:* If provided currently, the City of Gregory will continue to provide water 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 acquisition or construction of capital improvements necessary for providing municipal services adequate to serve the area. The construction of the facilities shall be accomplished in a continuous process and shall be completed no later than 2.5 years after the effective date of the annexation, consistent with generally accepted local engineering and architectural standards and practices. Notwithstanding, the construction of capital improvements may be interrupted for any reason by circumstances beyond the direct control of the City. The Plan may be amended to extend the period for construction if the construction is proceeding with all deliberate speed. For services that cannot be reasonably provided within 2.5 years after the effective date of the annexation, the City will provide a schedule to provide such services within 4.5 years after the effective date of the annexation. 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 otherwise 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:** 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.

To the extent the Corpus Christi Code of Ordinances, Corpus Christi Unified Development Code and Corpus Christi Water Distribution Standards are not inconsistent with Texas Local Government Code Chapter 395, water services to any new development and subdivisions will be provided according to the Corpus Christi Code of Ordinances, Corpus Christi Unified Development Code and the Corpus Christi Water Department standards, which may require the developer of a new subdivision or site to install water lines.

**(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:** Additional Services. In general, other City functions and services, and the additional services described above can be provided for the annexation 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.

General Notes:

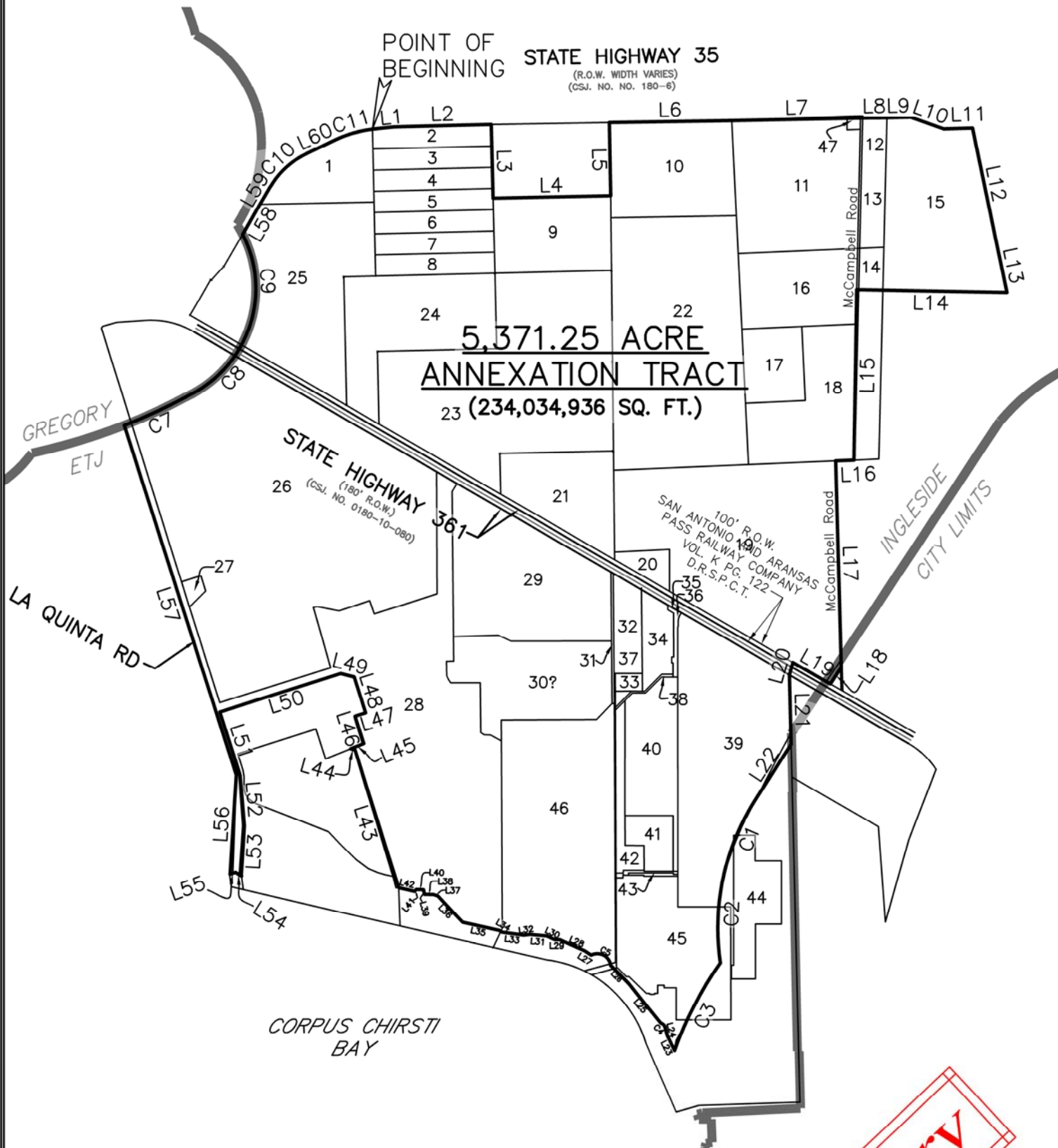
- 1.) Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.
- 2.) Some features shown on this Survey may be out of scale for clarity.
- 3.) This document was prepared 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.

4500 3000 1500 0 3000 6000



GRAPHIC SCALE

1"=3000'



LOCATION MAP N.T.S.



*Exhibit B*

*Sketch to Accompany*



DATE: May 15, 2019  
SCALE: 1"=3000'  
JOB NO.: 43201.B9.04  
SHEET: 1 OF 2  
DRAWN BY: C.SRP  
urbansurvey1@urbaneng.com  
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