

**Resolution authorizing outside city limits water contract for agricultural use with Rito M. Cristan Jr. & Beberlyn J. Carranza Cristan to provide public water to their property located outside the city limits at 1661 FM 665, located nearest City Council District 3, under Corpus Christi Code Section 55-113.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:**

The City Council authorizes the City Manager or designee to enter into outside city limits water contract strictly for agricultural use with Rito M. Cristan Jr. & Beberlyn J. Carranza Cristan, property owners of 1661 FM 665 to provide public water to their respective property located outside the city limits pursuant to Chapter 55, Article VIII of the City Code of Ordinances.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021:

Paulette M. Guajardo \_\_\_\_\_

Roland Barrera \_\_\_\_\_

Gil Hernandez \_\_\_\_\_

Michael Hunter \_\_\_\_\_

Billy Lerma \_\_\_\_\_

John Martinez \_\_\_\_\_

Ben Molina \_\_\_\_\_

Mike Pusley \_\_\_\_\_

Greg Smith \_\_\_\_\_

ATTEST:

CITY OF CORPUS CHRISTI

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

\_\_\_\_\_  
Paulette M. Guajardo  
Mayor

**CONTRACT FOR PROVIDING WATER WHERE PROPERTY IS SITUATED PARTLY OR  
WHOLLY BEYOND CITY LIMITS FOR STRICTLY AGRICULTURAL USE**

**STATE OF TEXAS           §**

**COUNTY OF NUECES       §**

**Whereas**, contracts for water service outside the city limits which include a new water connection must receive approval by the city council before the contract for such service can become effective pursuant to Corpus Christi Code 55-113;

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**Whereas**, pursuant to Corpus Christi Code 55-112, a covenant running with the land is required to receive water service outside the city limits when land is used only for agricultural use;

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

**THIS CONTRACT AND AGREEMENT** made and entered into an original by and between, Rito M. Cristan Jr & Beberlyn J Carranza Cristan (Owners), whose address is 6317 N Washam Dr., Corpus Christi, Texas, 78414, Veterans Land Board of the State of Texas (Lienholder) whose address is 1700 N Congress Ave, Austin, TX 78701-1496 and the City of Corpus Christi, Texas ("City"), a home rule city of more than 250,000 population, a municipal corporation and body politic under the laws of the State of Texas, of 1201 Leopard Street, Corpus Christi, Texas 78401, County of Nueces, State of Texas, for good and valuable consideration in hand received by the parties respectively and upon the covenants and conditions hereafter stated:

**WITNESSETH:**

I. Owner is owner in fee simple and of all existing rights, titles and interests therein of all the following described property located in Nueces County, Texas, which is situated partly or wholly beyond the corporate limits of the City of Corpus Christi, and further, the property is not principally used for port-related industry, as defined by Section 55-111, as amended, Code of Ordinances, City of Corpus Christi, and is generally delineated on the map attached to this contract and marked "**Exhibit A**" and being more particularly described as follows, to-wit:

11.16 ACRS being called Share No. 4 and being described in Volume 1632, Page 396-398, Deed Records of Nueces County, Texas and being out of the 99.969 acre tract of land conveyed by deed recorded in Volume 833, Page 451-456, Deed Records of Nueces County, Texas, said 99.969 are tract being out of Survey 154, A-957, and Survey 150, A-1019.

II. City agrees to deliver City water to such property or to waterlines on the property, under rules and regulations promulgated and authorized by Section 55-111 as amended, of the Code of Ordinances, City of Corpus Christi.

III. Except for structures which are solely agricultural in nature, Owner and Lien Holder agree to construct all improvements on such property under all City codes and regulations and

to obtain all City technical construction permits as though the property were inside the City. Owner and Lien Holder consent to inspections of all of such construction of duly authorized inspectors or representatives of City departments charged with enforcement of the codes and regulations. Owner and Lien Holder agree that, as to any improvements, the applicable codes and regulations are those codes and regulations that are in effect at the time of commencement of the improvements.

IV. All connections to the City water system are subject to the same rules and regulations regarding standards of delivery of water service, including installation and disconnections for failure to pay charges, as consumers within the City limits.

V. Owner agrees to use said property receiving City water only for agricultural uses hereby defined as meaning cultivating the soil, harvesting crops, raising livestock, or pasture grazing.

VI. Owner agrees that such water service shall be terminated and the use of city water on such property shall be discontinued in the event such agricultural use is substantially discontinued for nine (9) months, less the time such property is subjected to a natural disaster,

VII. **IT IS AGREED** by and between the parties hereto that all of the above conditions shall be binding upon the successors and assigns of the said Owner and each of them, if multiples, and constitutes a covenant running with the land.

VIII. This Agreement does not become effective until such agreement with covenants has been recorded in the real property records of Nueces County.

WITNESS OUR HAND this 20<sup>th</sup> day of May, 2021.

OWNERS: Rito M. Cristan Jr & Beberlyn J Carranza Cristan

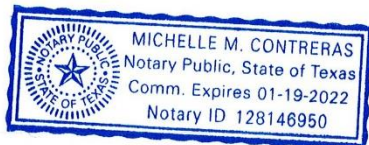
  
Rito M Cristan Jr, Owner

  
Beberlyn J Carranza Cristan, Owner

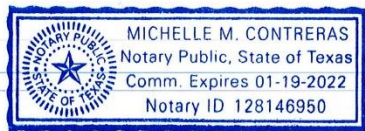
STATE OF TEXAS       §  
                                     §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on this the 20<sup>th</sup> day of May, 2021, by Rito M Cristan Jr

  
Notary Public, State of Texas



This instrument was acknowledged before me on this the 20<sup>th</sup> day of May, 2021, by Beberlyn J Carranza Cristan



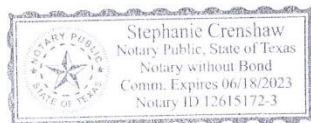
Michelle M. Contreras  
Notary Public, State of Texas

**LIEN HOLDER: Veterans Land Board of the State of Texas**

[Signature]  
Mark Havens, Executive Secretary

STATE OF TEXAS      §  
                                 §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on this the 17<sup>th</sup> day of May, 2021, by Mark Havens, Executive Secretary, Veterans Land Board of the State of Texas



Stephanie Crenshaw  
Notary Public, State of Texas

**City of Corpus Christi:**

By: \_\_\_\_\_  
Albert J. Raymond III, AIA, CBO  
Director, Development Services

STATE OF TEXAS           §  
COUNTY OF NUECES    §

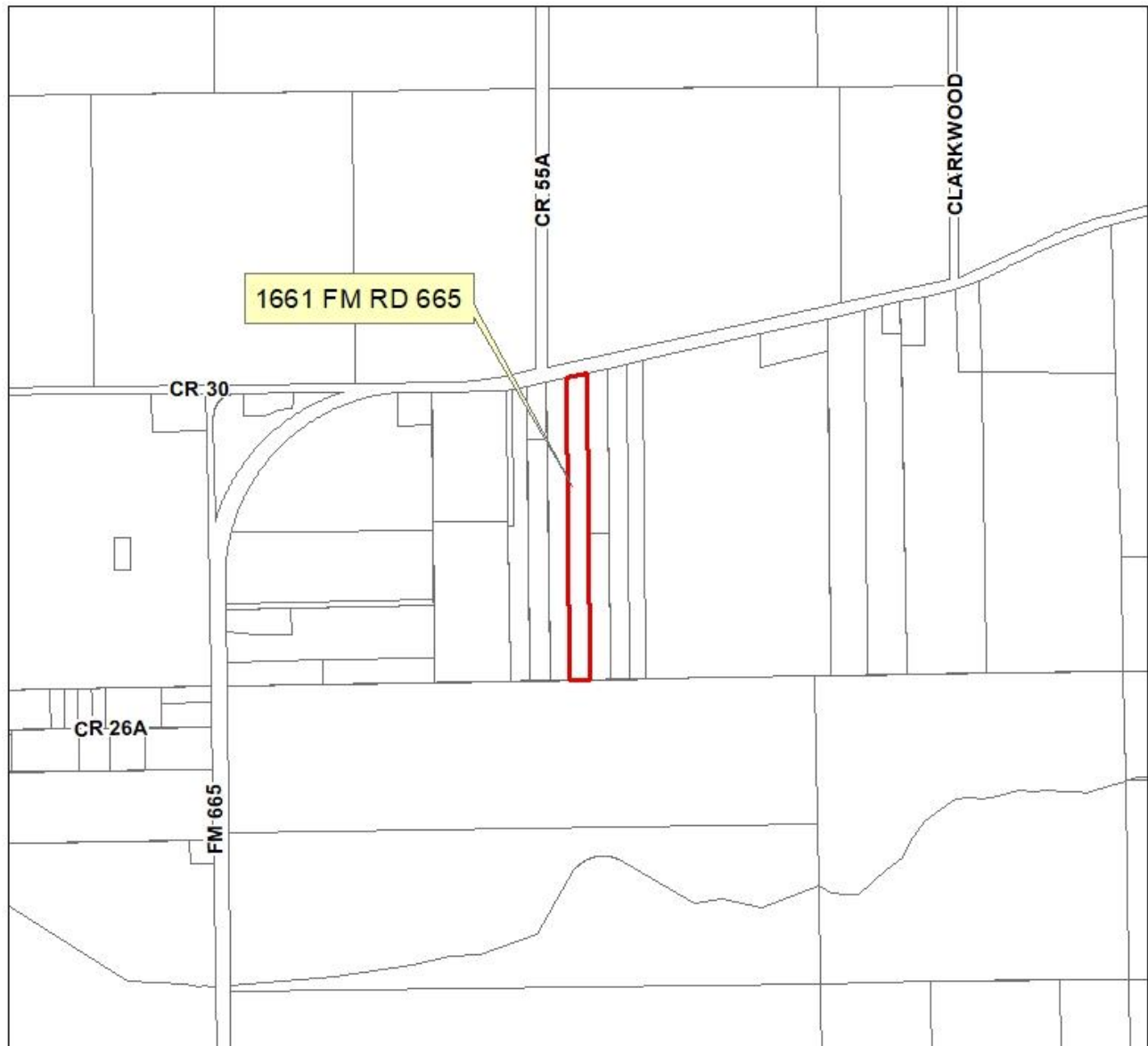
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This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Albert J. Raymond III, AIA, CBO, Director of Development Services, of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

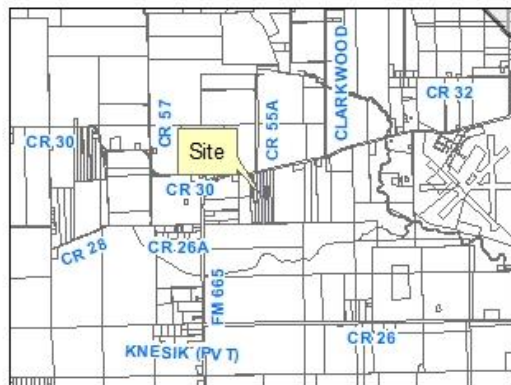
\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM: \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Buck Brice  
Assistant City Attorney  
for the City Attorney



0 500 1,000 2,000 Feet



# Exhibit "A"



## Water Contract Location Map

- City Limits
- Subject Property

Date Created: 3/4/2021  
 Prepared By: Rey R  
 Department of Development Services  
 Projected Coordinate System: NAD\_1983\_StatePlane\_Texas\_South\_FIPS\_4205\_Feet  
 Projection: Lambert\_Conformal\_Conic



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER**

**TEXAS VETERANS LAND BOARD LAND MORTGAGE PROGRAM**



**FORFEITED/FORECLOSED LAND SALE  
SPECIAL WARRANTY DEED WITH VENDORS LIEN**

Date: 06/20/2017

Grantor: VETERANS LAND BOARD OF THE STATE OF TEXAS

Grantor's Mailing Address: 1700 North Congress Avenue, Austin, Travis County, Texas

Grantee: Rito M. Cristan JR AND Beberlyn J. Carranza Cristan,  
HUSBAND AND WIFE

Grantee's Mailing Address: 6317 North Washam Dr  
Corpus Christi TX 78414

**Consideration:** Ten Dollars and other valuable consideration to the undersigned in hand paid by the Grantee, the receipt of which is acknowledged, and the further consideration of the execution and delivery to Grantor of that certain promissory note of even date in the principal amount of 57,950.00, the payment of which note is secured by a vendor's lien retained in favor of the Veterans Land Board of the State of Texas in this deed and by a Deed of Trust of even date from Grantee to George P. Bush, Trustee. The receipt of the consideration is hereby acknowledged and confessed.

**Property (including any improvements):**

11.16 acres being called Share No. 4 and being described in Volume 1632, Page 396-398, Deed Records of Nueces County, Texas, and being out the 99.969 acre tract of land conveyed by deed recorded in Volume 833, Page 451-456, Deed Records of Nueces County, Texas, said 99.969 acre tract being out of Survey 154, A-957, and Survey 150, A-1019. Said tract of land is more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all purposes.

**Reservations from and Exceptions to Conveyance and Warranty:**

N/A

All easements and rights of way that affect the property, whether of record or not, and all mineral leases, reservations or conveyances, restrictions or restrictive covenants, and other recorded instruments that affect the property, other than liens or conveyances, and all taxes, the payments of which are no longer the responsibility of the Grantor.

GRANTOR CONVEYS THE PROPERTY TO GRANTEE 'AS IS, WHERE IS' AND WITH ANY AND ALL FAULTS.' GRANTOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY GRANTEE'S ACCEPTANCE OF THIS CONVEYANCE, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS AS IS, WHERE IS, WITH ANY AND ALL FAULTS,' AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

**Additional Reservations:**

It is agreed and understood that in the event that a patented survey, of which the above described tract of land is a part, contains excess acreage, or that unsurveyed school land is contained within the boundaries of the above described tract of land, said Board by the execution of this deed does not purport to grant or convey any right, title, or interest in and to such excess acreage or unsurveyed school land.

IT IS AGREED that the Veterans Land Board of the State of Texas, at Grantee's request, has financed that portion of the purchase price of the property that is evidenced by the note described above. The Vendor's Lien and superior title to the property are retained for the benefit of the Veterans Land Board of the State of Texas.

Grantor, for the stated consideration, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND TO HOLD the above described premises, unto the said Grantee, Grantee's heirs, administrator, successors and assigns forever; and Grantor, to the extent allowed by law, does hereby bind itself, its successors and assigns to



WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor but not otherwise, subject to the reservations from and exceptions to conveyance and warranty.

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

Veterans Land Board of the State of Texas

Bill McLemore or

Bill McLemore  
Assistant Executive Secretary

Matthew G. Elledge  
Executive Secretary

Legal

STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Bill McLemore, Assistant Executive Secretary of the Veterans Land Board of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 21<sup>st</sup> day of June, 2017

Brandon Swank  
Notary Public, State of Texas



June 25, 1998  
11.16 Acres  
Share No. 4  
Revised July 14

STATE OF TEXAS  
COUNTY OF NUBES

FIELDNOTE DESCRIPTION of an 11.16 acre, more or less, tract of land, being called Share No. 4 and being described in Volume 1632, Pages 396-398 of the Deed Records of Nueces County, Texas; and being out of the 99.969 acre tract of land conveyed to Frank I. Zdenky and Antoinette Anna Zdenky by deed recorded in Volume 833, Pages 451-456 of the Deed Records of Nueces County, Texas; said 99.969 acre tract being out of Survey 154, Abstract 957 and Survey 150, Abstract 1019; said 11.16 acre tract of land being more particularly described by metes and bounds as follows:

- Commencing: At a point in the centerline of F. M. Highway No. 665 on the North line of said 99.969 acre tract of land for the POINT OF BEGINNING, the Northeast corner of this 11.16 acre tract of land; whence the Northeast corner of said 99.969 acre tract of land bears N 78° 37' 30" E, a distance of 517.66 feet (N 78° 30' 30" E, a distance of 517.66 feet per deed);
- Thence: S 00° 06' E, parallel with the East line of said 99.969 acre tract of land, at 50.98 feet pass a 1/2" iron pipe found on the Southern right-of-way of F. M. Highway No. 665, in all a distance 2819.30 feet (2821.33 feet per deed) to a 1/2" iron pipe found on the South line of said 99.969 acre tract of land for the Southeast corner of this 11.16 acre tract of land;
- Thence: N 89° 54' W, with the South line of said 99.969 acre tract of land, (N 89° 50' W per deed of 11.16 acres and N 89° 59' W per deed of 99.969 acres), a distance of 173.47 feet (173.40 feet per deed) to a 1/2" iron pipe found for the Southwest corner of this 11.16 acre tract of land;
- Thence: N 00° 06' W, parallel with the East line of said 99.969 acres, at 2733.13 feet pass a 1/2" iron pipe found on the Southern right-of-way line of F. M. Highway No. 665, in all a distance of 2784.11 feet (2785.60 feet per deed) to a point on the North line of said 99.969 acres and in the centerline of F. M. Highway No. 665 for the Northwest corner of this 11.16 acre tract of land;
- Thence: N 78° 37' 30" E, (N 78° 30' 30" E per deed) with the North line of said 99.969 acres and with the centerline of F. M. Highway No. 665, a distance of 176.88 feet to the POINT OF BEGINNING, containing 11.16 acres, more or less, of which 0.21 acre lies within the right-of-way of F. M. Highway No. 665.

This description was prepared from a survey made on the ground under my supervision on June 25, 1998.

*Jeffrey L. Ostrom*  
Jeffrey L. Ostrom, RPLS# 2041



EXHIBIT A

Doc# 2017027430  
# Pages 5  
06/27/2017 12:52PM  
e-Filed & e-Recorded in the  
Official Public Records of  
NUECES COUNTY  
KARA SANDS  
COUNTY CLERK  
Fees \$27.00

Any provision herein which restricts the Sale, Rental  
or use of the described REAL PROPERTY because of  
Race, Color, Religion, Sex, Handicap, Familial Status  
or National Origin is invalid and unenforceable  
under FEDERAL LAW, 3/12/89

STATE OF TEXAS  
COUNTY OF NUECES  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS  
FILED IN FILE NUMBER SEQUENCE ON THE DATE AND  
AT THE TIME STAMPED HEREON BY ME AND WAS DULY  
RECORDED IN THE OFFICIAL PUBLIC  
RECORDS OF NUECES COUNTY TEXAS



*Kara Sands*  
COUNTY CLERK  
NUECES COUNTY, TEXAS