

**MUNICIPAL SERVICE PLAN AGREEMENT
FOR A 109.109 ACRE TRACT OF LAND, OUT OF THE NORTH HALF OF SECTION
33 AND THE SOUTH HALF OF SECTION 30, LAURELES FARM TRACTS.**

This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City"), and ZBK, LLC ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the Landowner has requested that the City consider annexation of a tract of land totaling approximately 109.109 acres of land situated in Nueces County, Texas, as specifically described and attached as **Exhibit A** and survey in **Exhibit B** ("Subject Property"), which is attached hereto and incorporated herein for all purposes;

WHEREAS, the City intends to institute annexation proceedings for the "Subject Property";

WHEREAS, Texas Local Government Code §43.0672 requires a written agreement for the provision of services in the area first be entered into between the City and Landowner of the Subject Property prior to annexation;

WHEREAS, the City and the Landowner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable considerations for the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement;

WHEREAS, the City Council of the City of Corpus Christi, Texas, finds and determines that this Agreement 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 service agreement 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 area.

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Texas Local Government Code Chapter 43, to annex the Subject Property into the City;

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

Section 1. Recitals

The Parties hereto acknowledge and agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part hereof for all purposes.

Section 2. Services to be Provided

The following service list represents the provision of services agreed to between the landowner of the Property and the City establishing a program under which the City will provide municipal services to the Subject Property as required by Texas Local Government Code §43.0672, which will be provided at a level consistent with services levels provided to other similarly situated areas within the City.

a. General Municipal Services.

The following services shall be provided immediately from the effective date of the annexation:

(1) Police Protection:

Services to be Provided: The Corpus Christi Police Department (CCPD) 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: After the effective date of annexation, the City of Corpus Christi will provide solid waste services to single-family residential customers directly or indirectly through a third-party contract.

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) Water Service:

Existing Services: Currently, the City of Corpus Christi holds a water certificate of convenience and necessity ("CCN") for the annexation area.

Services to be Provided: The City of Corpus Christi will continue to provide water service to 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.

(6) Wastewater Service:

Existing Services: Currently, the annexation area lies outside a wastewater certificate of convenience and necessity ("CCN").

Services to be Provided: Absent a wastewater CCN by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, the extension of wastewater service will be provided in accordance with all the ordinances, regulations, and policies of the City. 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) Operation and Maintenance of Water and Wastewater Facilities that are not Within the Service Area of Another Water or Wastewater Utility:

Water and wastewater service will be provided in accordance with the Corpus Christi Unified Development Code, Utility Department Policies, and engineering standards and provided the service is not within the certificated service area of another utility through existing facilities located within or adjacent to the area. Any and all water or wastewater facilities owned or maintained by the City of Corpus Christi, Texas, at the time of the proposed annexation shall continue to be maintained by the City of Corpus Christi, Texas. Any and all water or wastewater facilities that may be the property of another municipality or other entity shall not be maintained by the City of Corpus Christi unless the facilities are dedicated to and accepted by the City of Corpus Christi. The current water line mains at their existing locations shall be available for point-of-use extension based upon the current City's standard water extension policies now existing or as may be amended.

On-site sewage facilities may be allowed contingent upon the property owner meeting all city, county, state and federal requirements.

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

The City will maintain public 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 facility has been dedicated to the public, in which case the City will be the operator.

(9) 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 the dedication of the park by the County to the City and acceptance of the park by the City Council. If the City acquires any parks, playgrounds, or swimming pools within the annexation area, an appropriate City department will provide maintenance services.

(10) 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. If the City acquires any publicly owned facilities, buildings, or services within the annexation area, an appropriate City department will provide maintenance services.

(11) Planning and Zoning Services:

Existing Services: Subdivision planning services currently provided when plats are submitted for City review.

Services to be Provided: The City will impose and enforce zoning, subdivision development, site development and building code regulations with the Annexed Area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards. The use of land in a legal manner may continue in accordance with Texas Local Government Code §43.002.

(12) Other Municipal Services:

City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Excluding gas and electric services, other City services including Animal Control, Code Enforcement, Municipal Court, and General Administration services will also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

b. Capital Improvements.

No additional capital improvements are necessary at this time to service the Subject Property in the same manner as similarly situated properties. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the

ordinances in effect at the time of development or redevelopment. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as may be amended.

(1) Water and Wastewater Facilities: Water and Wastewater infrastructure and improvements will be constructed by the Landowner or Landowner's developer according to the Corpus Christi Unified Development Code, City's Water and Wastewater standards, and City's master plans, as may be amended.

(2) Roads and Streets: Road and street infrastructure and improvements will be constructed by the Landowner or Landowner's developer according to the Corpus Christi Unified Development Code, City's design standards, and City's master plans, as may be amended.

In general, the City will acquire control of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and related facilities, such as traffic control devices, within the City limits will be governed by the City's standard policies and procedures.

(3) Street Lighting: Street lighting in new and existing subdivisions will be installed and maintained in accordance with the applicable standard policies and procedures.

Section 3. Schedule of Services

In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Agreement and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.

Section 4. Level of Service

Nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, 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.

Section 5. Vested Rights Claims.

This Agreement is not a permit for the purposes of Texas Local Government Code Chapter 245.

Section 6. Effective Term

The term of this Agreement (the "Term") is ten (10) years from the Effective Date. This agreement is effective upon execution by the City.

Section 7. Force Majeure

In case of an emergency, such as force majeure as that term is defined in this Agreement, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Agreement as soon as 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 Agreement.

Section 8. Legal Construction.

If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceable provision will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings on this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

Section 9. Amendment and Modifications.

This Agreement may be amended or modified only in a written instrument that is executed by both the City and the landowner or landowners after it has been authorized by the City Council.

Section 10. Effect of Future Laws.

No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 11. 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 12. Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Section 13. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

Section 14. Binding Effect/Authority

This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each party further warrants that each signatory to this agreement is legally authorized to bind the respective individual or entity for the purpose established herein.

CITY OF CORPUS CHRISTI

By: _____
Peter Zanoni,
City Manager

Date: _____

LANDOWNER

By: _____
Amir Zarghooni, Vice President
ZBK, LLC

Date: _____

APPROVED AS TO FORM:

By: _____
Buck Brice
Deputy City Attorney
For the City Attorney

EXHIBIT A:

STATE OF TEXAS
COUNTY OF NUECES

Field notes of a 109.109 acre tract being out of a 157.00 acre tract described in a deed recorded in Document No. 2012025925, Official Records Nueces County, Texas. Said 109.109 acre tract being out of the north half of Section 33 and the south half of Section 30, "Laureles Farm Tracts" as shown on the plat recorded in Volume 3, Page 15, Map Records Nueces County, Texas. Said 109.109 acre tract being more particularly described as follows:

COMMENCING at the intersection of the south right of way of South Staples Street, (A.K.A. Farm to Market 2444), and the center of County Road 41, for the northeast corner of the Mr. W Fireworks Inc. 2.58 acre tract described in a deed recorded in Document No. 2019021302, Official Records Nueces County, Texas, **THENCE** with the common line of the south right of way of South Staples Street and said 2.58 acre tract, South $89^{\circ}11'11''$ West, a distance of 881.79 feet to a 5/8" re-bar set in the south right of way of South Staples Street, in the north line of said 157.00 acre tract, for the upper northeast corner of this survey and for the **POINT of BEGINNING**.

THENCE across said 157.00 acre tract, and with an inside line of this survey, South $44^{\circ}11'09''$ West, a distance of 21.21 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, South $00^{\circ}48'51''$ East, a distance of 735.00 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North $89^{\circ}11'09''$ East, a distance of 897.07 feet to a 5/8" re-bar set in the east line of said 157.00 acre tract, in the center of County Road 41, in the west line of the Kitty Hawk Development, LTD 298.06 acre tract described in a deed recorded in 2011026100, Official Records Nueces County, Texas, and this survey and for the lower northeast corner of this survey.

THENCE with the common line of the center of County Road 41, said 298.06 acre tract, said 157.00 acre tract, and this survey, South $00^{\circ}50'08''$ East, a distance of 4128.06 feet to a 5/8" re-bar set as an offset in the west line of said 298.06 acre tract, and for the southeast corner of this survey, from **WHENCE** a found concrete monument in the common line of Sections 32 and 33, of said "Laureles Farm Tracts", in the intersection of the centers of County Road 18 and County Road 41, for the northeast corner of the El Casaga LTD. 320 acre tract described in a deed recorded in Document No. 2000027265, Official Records Nueces County, Texas, and for the southeast corner of said 157.00 acre tract, bears South $00^{\circ}50'08''$ East, a distance of 352.11 feet.

THENCE across said 157.00 acre tract and with the south line of this survey, North $49^{\circ}30'01''$ West, a distance of 1765.66 feet to a 5/8" re-bar set in the east line of a 136.139 acre tract surveyed October 8, 2019 by Brister Surveying, in the west line of said 157.00 acre tract, and for the southwest corner of this survey, from **WHENCE** a 5/8" re-bar found in the north line of said 320 acre tract, for the southwest corner of said 157.00 acre tract, for the southeast corner of said 136.139 acre tract, bears South $00^{\circ}50'07''$ East, a distance of 1517.58 feet.

EXHIBIT A:

THENCE with the common line of said 136.139 acre tract, said 157.00 acre tract, and this survey, North 00°50'07" West, a distance of 2962.40 feet to a 5/8" re-bar set in the common line of said 157.00 acre tract and said 136.139 acre tract, and for the lower northwest corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North 89°11'09" East, a distance of 358.66 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North 00°48'51" West, a distance of 735.00 feet to a 5/8" re-bar set for an inside corner of this survey.

THENCE across said 157.00 acre tract, and with an inside line of this survey, North 45°49'24" West, a distance of 21.22 feet to a 5/8" re-bar set in the north line of said 157.00 acre tract, in the south right of way of South Staples Street, and for the upper northwest corner of this survey, from **WHENCE** a bent iron rod found in the south right of way of South Staples Street, and for the common north corner of said 157.00 acre tract and said 136.139 acre tract, bears South 89°12'32" West, a distance of 344.54 feet.

THENCE with the common line of the south right of way of South Staples Street, said 157.00 acre tract, and this survey, North 89°11'11" East, a distance of 100.01 feet to the **POINT of BEGINNING** of this survey, and containing 109.109 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 (93) 4205 Datum.
- 2.) A Map of equal date accompanies this Metes and Bounds description.
- 3.) Set 5/8" re-bar = steel re-bar set with yellow plastic cap labeled Brister Surveying.

I, Ronald E. Brister do hereby certify that this survey of the property legally described herein was made on the ground this day April 11, 2022 and is correct to the best of my knowledge and belief.



Ronald E. Brister, RPLS No. 5407
Date: April 11, 2022.



Job No. 220606

