

MUNICIPAL SERVICE PLAN AGREEMENT
FOR A 87.57 ACRE TRACT OF LAND, AND BEING OUT OF A 254.07 ACRE TRACT
OF LAND COMPRISING THE WEST 5/8 OF THE THOMAS GALLAGHER SURVEY
402, ABSTRACT 988, AS DESCRIBED IN A DEED FROM CLIFF INVESTMENTS, INC
TO NASSER FARAHNAKIAN RECORDED UNDER DOCUMENT NO, 2007036276 OF
THE OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS

This MUNICIPAL SERVICE PLAN AGREEMENT ("Agreement") is entered into by and between the City of Corpus Christi ("City"), and Farahnakian Revocable Trust ("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 87.57 acres of land situated in Nueces County, Texas, as specifically described and attached as **Exhibit "A"** and sketch in **Exhibit "B-1"** and survey in "**Exhibit B-2**" ("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 Zanon,
City Manager

Date: 1.29.24

LANDOWNER

By: Nasser Farahnakian
Nasser Farahnakian, Trustee
Farahnakian Revocable Trust

Date: 12/11/2023

Soroush Farahnakian
By: Soroush N. Farahnakian, Trustee
Farahnakian Revocable Trust

Date: 12/11/2023

APPROVED AS TO FORM: 1-19-24

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

EXHIBIT "A"

**STATE OF TEXAS
COUNTY OF NUECES**

Field notes of an 87.57 acre tract of land being out of a 254.07 acre tract of land, said 254.07 acre tract comprising the west 5/8 of the Thomas Gallagher Survey 402, Abstract 988 in Nueces County, Texas, as described in a deed from Cliff Investments, Inc., to Nasser Farahnakian recorded under Document No. 2007036276 of the Official Public Records of Nueces County, Texas (**the parent 254.07 acre tract**). Said 87.57 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at the intersection of the northerly boundary of **the parent 254.07 acre tract** and the westerly right of way line of Farm to Market Highway 2292, said point bearing S 89° 15' 26" W a distance of 64.78 feet from the northeast corner of **the parent 254.07 acre tract**, and being the **POINT OF COMMENCEMENT**;

THENCE, S 01° 00' 33" E, a distance of 190.32 feet to a 5/8" iron rod found in the westerly right-of-way line of Farm to Market Highway 2292 and northerly right-of-way line of State Highway 44;

THENCE, N 50° 10' 11" E, a distance of 19.16 feet, to a brass monument found in the westerly right-of-way line of Farm to Market Highway 2292 and northerly right-of-way line of State Highway 44;

THENCE, S 01° 02' 01" E, crossing the State Highway 44 right-of-way, in all a distance of 2943.96 feet along the westerly right-of-way line of Farm to Market Highway 2292 to a 5/8" iron rod found in the westerly right-of-way line of Farm to Market Highway 2292, said point being the southeast corner of a 70.00 acre tract of land described in a special warranty deed from Nasser Farahnakian to Danny Jauer recorded under Document No. 2014012029 of the Deed Records of Nueces County, Texas, for the POINT OF BEGINNING, and the northeast corner of this tract;

THENCE, S 01° 02' 01" E, along the westerly right-of-way line of Farm to Market Highway 2292, a distance of 291.53 feet, to a brass monument found in the westerly right-of-way line of Farm to Market Highway 2292, for an interior corner of this tract and the point of curvature of a circular curve to the left;

THENCE, 250.36 feet along the westerly right-of-way line of Farm to Market Highway 2292 and a circular curve to the left, said curve having a radius of 1005.00 feet and a chord with a bearing of S 08° 10' 18" E and length of 249.72 feet, to a brass monument found in the westerly right-of-way line of Farm to Market Highway 2292 for the point of tangency of said curve and an interior corner of this tract;

THENCE, S 15° 09' 20" E, along the westerly right-of-way line of Farm to Market Highway 2292, a distance of 386.28 feet, to a brass monument found in the westerly right-of-way line of Farm to Market Highway 2292, for an interior corner of this tract and the point of curvature of a circular curve to the right;

THENCE, 225.41 feet along the westerly right-of-way line of Farm to Market Highway 2292 and a circular curve to the right, said curve having a radius of 905.00 feet, and a chord with a bearing of S 08° 17' 47" E and a length of 224.82 feet, to a brass monument found in the westerly right-of-way line of Farm to Market Highway 2292 for the point of tangency of said curve and an interior corner of this tract;

THENCE, S 01° 06' 47" E, along the westerly right-of-way line of Farm to Market Highway 2292, a distance of 291.53 feet, to a PK nail set in the centerline of Nueces County Road 36, said point bearing S 89° 14' 47" W a distance of 50.37 feet from the southeast corner of **the parent 254.07 acre tract**, and also being the southeast corner of this tract;

THENCE, S 89° 14' 47" W along the centerline of Nueces County Road 36 and the southerly boundary of **the parent 254.07 acre tract**, a distance of 2641.32 feet, to a 5/8" iron rod found in the centerline of Nueces County Road 36, said point being the southwest corner of **the parent 254.07 acre tract**, and also being the southwest corner of this tract;

THENCE, N 0° 50' 04" W a distance of 1462.62 feet along the westerly boundary line of **the parent 254.07 acre tract** to a 5/8 inch iron rod found in the westerly boundary line of **the parent 254.07 acre tract**, said point being the southwest corner of a 70.00 acre tract of land described in a special warranty deed from Nasser Farahnakian to Danny Jauer as recorded in Document No. 2014012029 of the Deed Records of Nueces County, Texas, and being the northwest corner of this tract;

THENCE, N 88° 58' 39" E, along the southerly boundary line of the 70.00 acre tract of land described in a special warranty deed from Nasser Farahnakian to Danny Jauer as recorded in Document No. 2014012029 of the Deed Records of Nueces County, Texas, a distance of 2431.34 feet to the **POINT OF BEGINNING**, and containing 87.57 acres of land, more or less.

Notes:

- 1.) Bearings are based on Global Positioning System NAD 83 Zone 4205 Datum
- 2.) A map of equal date accompanies this Metes and Bounds description.

I, Fred C. Hayden, Jr., do hereby certify that this survey of the property legally described herein was made on the ground this 1st day of September, 2023, and is correct to the best of my knowledge and belief.



Fred C. Hayden, Jr.

Fred C. Hayden, Jr., RPLS No. 4486



I, THE UNDERSIGNED, IN MY PROFESSIONAL OPINION HEREBY STATE THAT THIS SURVEY PLAT HEREON IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY UNDER MY DIRECTION ALL MONUMENTS WERE FOUND OR SET AS REFLECTED ON THE SURVEY PLAT THAT THERE ARE NO ENCROACHMENTS AND BOUNDARY CONFLICTS EXCEPT AS SHOWN ON THE SURVEY PLAT

THE DIMENSIONS SHOWN ON THIS DRAWING ARE FOR THE USE OF TITLE AND MORTGAGE COMPANIES BY CONNECTION WITH THIS TRANSACTION AND SHALL NOT BE RELIED UPON FOR ANY OTHER PURPOSE

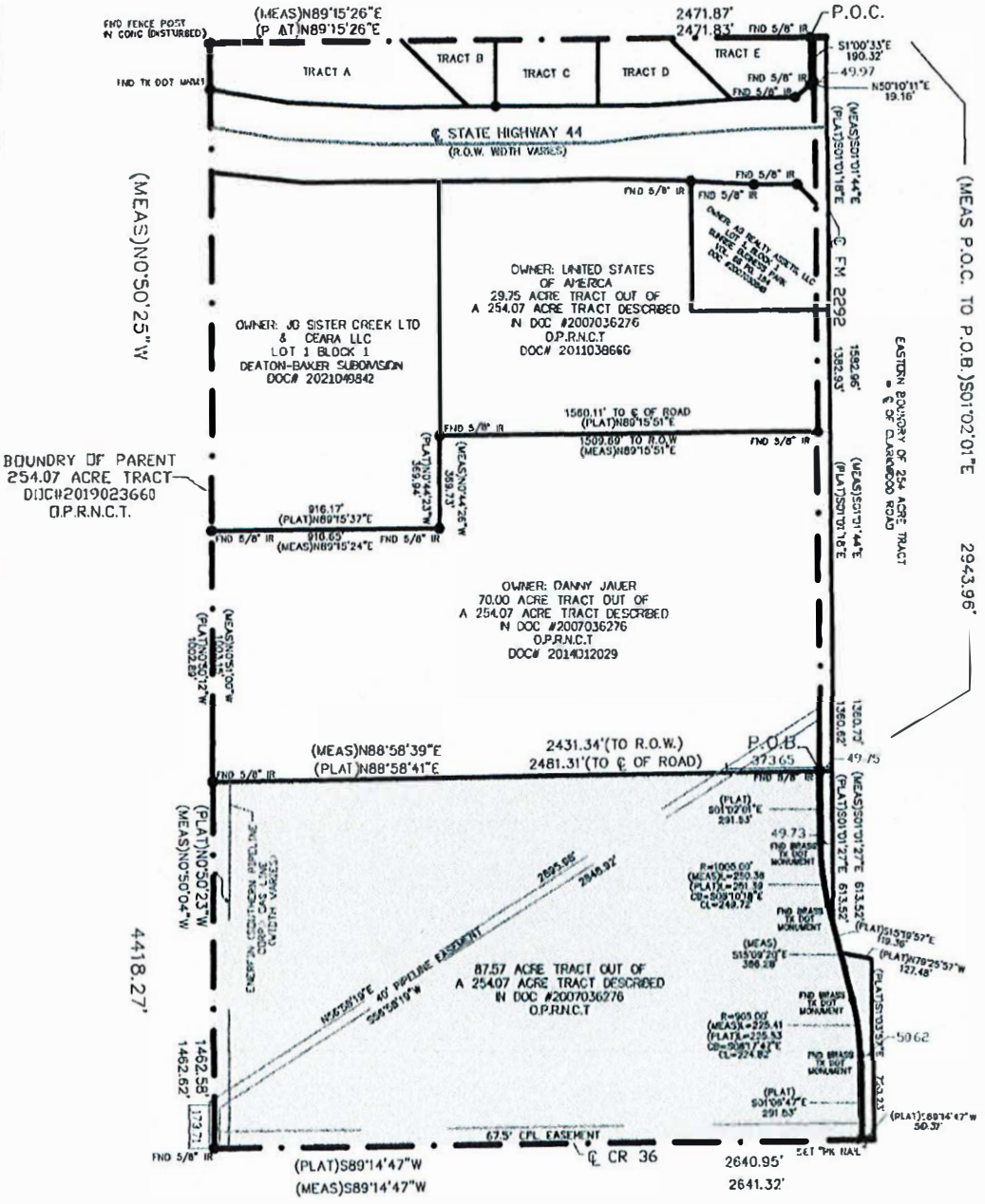
ENCROACHMENTS SHOWN ARE FROM THE PROPERTY LINE TO THE FOUNDATION AND FROM CORNER TO CORNER TO THE FOUNDATION
NO EASEMENT RESEARCH HAS BEEN PERFORMED BY HAYDEN SURVEYING, INC.

ALL BEARINGS AND DISTANCES SHOWN ON THIS SURVEY PLAT IN THE RECORD PLAT

EUBLING SETBACK LINES ARE AS INDICATED ON ALL RECORD PLAT

THE SURVEY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY SUPERVISION, VISIBLE ENCROACHMENTS, EASEMENTS, DISCREPANCIES, ENCROACHMENTS, IF ANY, ARE SHOWN HEREON. THE PROPERTY ADJACENT A BURN-BROOK

Fred C. Hayden, Jr.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4486



TRACT A	OWNER: J.E. CONSTRUCTION SERVICES 5.04 ACRE TRACT OUT OF 6.54 ACRE TRACT DOC #2015013748
TRACT B	OWNER: J.E. CONSTRUCTION SERVICES 1.50 ACRE TRACT OUT OF 6.54 ACRE TRACT DOC #2015013748
TRACT C	OWNER: COYOTE REAL ESTATE HOLDINGS, LLC LOT 1, BLOCK 1, COYOTE ACRES VOL. 68 PG. 158 DOC #2014005185
TRACT D	OWNER: COYOTE REAL ESTATE HOLDINGS, LLC LOT 2, BLOCK 1, COYOTE ACRES VOL. 68 PG. 158 DOC #2014005185
TRACT E	OWNER: TEXAS CITY VENETIAN, LTD LOT 1, 44 CANNON SUBDIVISION VOL. 67 PG. 658 DOC #2014006441

SCALE: 1" = 700'

EXHIBIT B-1
SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION
SURVEY OF CLARKWOOD ESTATES
A 87.57 ACRE TRACT OUT OF
A 254.07 ACRE TRACT DESCRIBED
IN DOC# 2007036276 O.P.R.N.C.T.



905 DELTA DR.
CORPUS CHRISTI, TEXAS 78412
PH 361-729-7188

DATE: 08/22/23



I, THE UNDERSIGNED, IN MY PROFESSIONAL OPINION, HEREBY STATES THAT THIS SURVEY PLAT HEREIN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL IN THE GROUND SURVEY UNDER MY DIRECTION. ALL MONUMENTS WERE FOUND OR SET AS REFLECTED IN THE SURVEY PLAT. THAT THERE ARE NO ENCROACHMENTS AND BOUNDARY CONFLICTS EXCEPT AS SHOWN ON THE SURVEY PLAT.

THE DIMENSIONS SHOWN ON THIS DRAWING ARE FOR THE USE OF TITLE AND MORTGAGE INTERESTS IN CONNECTION WITH THIS INSTRUMENT AND SHALL NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

ENCUMBRANCES SHOWN ARE FROM THE PROPERTY LINE, (1) THE FOUNDATION AND FROM OWNER OR DIMENSIONS IN THE FIELD-BOOKS; (2) ENCUMBRANCES RESEARCH HAD BEEN PERFORMED BY HAYDEN SURVEYING, INC.

ALL BEARINGS AND DISTANCES SHOWN ON THIS SURVEY MATCH THE RECORD FINAL.

BUILDING SETBACK LINES ARE AS INDICATED BY RECORD PLAT.

THE SURVEY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY SUPERVISION, VISIBLE ENCROACHMENTS, EASEMENTS, DISCREPANCIES, PROVISIONS IF ANY, ARE SHOWN HEREIN. THE PROPERTY ADJACENT A PUBLIC ROW.

Fred C. Hayden
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4486

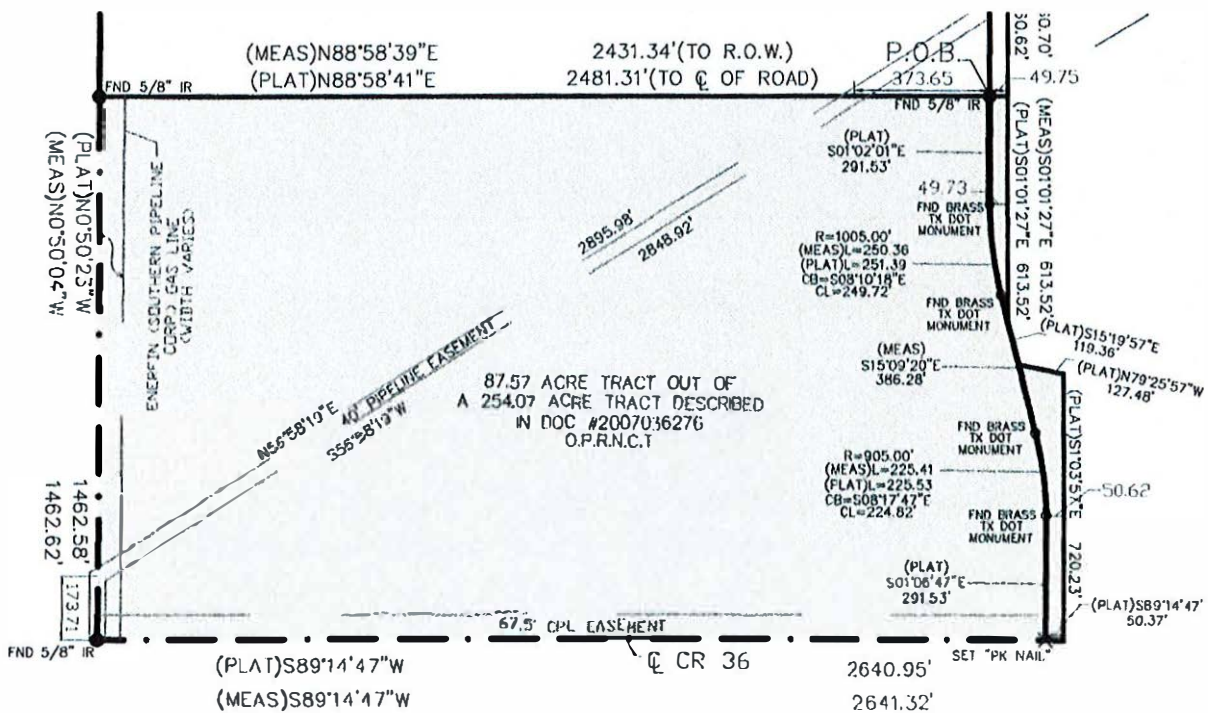


EXHIBIT B-2
SURVEY OF CLARKWOOD ESTATES
A 87.57 ACRE TRACT OUT OF
A 254.07 ACRE TRACT DESCRIBED
IN DOC# 2007036276 O.P.R.N.C.T.

DATE: 08-22-23
SCALE: 1" = 500'