

ORDINANCE NO. 14,717

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 71.66 ACRES CONSISTING OF APPROXIMATELY 69.50 ACRES OF LAND, LEGALLY DESCRIBED AS TRACT 37A-5, ABSTRACT 21, G. ELLIS SURVEY, BAYTOWN, HARRIS COUNTY, TEXAS, ALONG WITH APPROXIMATELY 2.16 ACRES BEING THE ENTIRE WIDTH OF N. MAIN STREET RIGHT-OF-WAY EXTENDING NORTHWARDS APPROXIMATELY 1335.01 FEET FROM THE CURRENT CITY LIMITS, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS.

WHEREAS, there being no request for an "on-site" hearing, two public hearings before the City Council of the City of Baytown, Texas, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the property described in Section 2 of this ordinance, were held during the City Council meetings on the 22nd day of April, 2021, and the 13th day of May, 2021, in the City Council Chamber of City Hall of the City of Baytown, Texas; and

WHEREAS, notices of the first and second public hearings were published in a newspaper having general circulation in the City of Baytown, Texas, and in the below-described territories on the 8th day of April, 2021, and on the 29th day of April, 2021; and

WHEREAS, notice of the first and second public hearings were posted on the City of Baytown's website on the 9th day of April, 2021; and

WHEREAS, notice of the first and second public hearings were posted on the City of Baytown's notice board on the 9th day of April, 2021, and on the 30th day of April, 2021; and

WHEREAS, each notice posted on the City of Baytown's notice board and website remained posted until the date of the hearing referenced in the notice; and

WHEREAS, the total corporate area of the City of Baytown, Texas, on the 1st day of January, 2021, was 56.76 square miles; and

WHEREAS, the population of the City of Baytown, Texas, is approximately 81,718 inhabitants; and

WHEREAS, the below-described property lies within the extraterritorial jurisdiction of the City of Baytown, Texas; and

WHEREAS, the City Council of the City of Baytown finds that completely surrounding such area is in the public interest; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and such recitals are hereby approved and made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings by the City Council of the City of Baytown, Texas.

Section 2: That the following described land and territories lying adjacent to and adjoining the City of Baytown are hereby added and annexed to the City of Baytown, Texas, and shall hereinafter be included within the boundary limits of the City of Baytown, Texas, and present boundary limits of such City, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits of the City of Baytown, Texas, to-wit:

SEE EXHIBIT "A"

Section 3: The above-described territories and the areas so annexed shall be a part of the City of Baytown, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Baytown, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Baytown and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Baytown, Texas.

Section 4: In accordance with Texas Local Government Code Annotated §43.056, as amended, the service plan prepared by the City for providing municipal services to the annexed areas is hereby approved and is attached hereto as Exhibit "B," and is incorporated herein by this reference for all intents and purposes.

Section 5: This ordinance shall be published and passed in the manner provided in Article 1, Section 9, of the Charter of the City of Baytown, Texas.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13th day of May, 2021.


BRANDON CAPETILLO, Mayor

ATTEST:


ANGELA JACKSON, Interim City Clerk



APPROVED AS TO FORM:


KAREN L. HORNER, City Attorney

INTRODUCED, READ and PASSED on the SECOND AND FINAL READING this the 27th day of May, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, Interim City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

**DESCRIPTION OF A TRACT OF LAND CONTAINING
69.553 ACRES (3,029,739 SQUARE FEET) SITUATED IN
GEORGE ELLIS LEAGUE, A-21 IN HARRIS COUNTY, TEXAS**

Being a tract of land containing 69.553 acres (3,029,739 square feet) situated in the George Ellis League, A-21 in Harris County, Texas, being out of Lot 13 of the Subdivision of the George Ellis League, A-21, a subdivision plat recorded in Volume 72, Page 456 of the Deed Records of Harris County, Texas, and being all of a called 36.008-acre tract as conveyed unto Earl W. Wilburn, Jr., by deed recorded under County Clerk's File No. W477787, Film Code No. 564-03-0204 of the Official Public Records of Real Property of Harris County, Texas and being all of the residue of a called 17.310-acre tract as conveyed unto Joanne W. Gill by deed recorded in County Clerk's File No. W477786, Film Code No. 564-03-0203 of the Official Public Records of Real Property of Harris County, Texas, and also being all of the residue of a called 18.045-acre tract as conveyed unto Joanne W. Gill by deed recorded under County Clerk's File No. G157210, Film Code No. 133-88-1352 of the Official Public Records of Real Property of Harris County, Texas, said 69.553-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 2" iron pipe located in the northeasterly right-of-way line of North Main Street (80 feet wide at this point) for the southwesterly corner of the residue of said 18.045-acre tract, for the northwesterly corner of a called 2.2653-acre tract (Tract 2) as conveyed unto Matthew J. Seymour by deed recorded under County Clerk's File No. RP-2019-161688 of the Official Public Records of Real Property of Harris County, Texas, and for the southwesterly corner of said tract herein described;

THENCE North 12° 27' 14" West with the easterly right-of-way line of said North Main Street and the westerly line of the residue of said 18.045-acre tract, at a distance of 228.62 feet passing a point for the northwesterly corner of the residue of said 18.045-acre tract and for the southwesterly corner of the residue of said 17.310-acre tract, continuing with the easterly right-of-way line of said North Main Street and the westerly line of the residue of said 17.310-acre tract, at a distance of 536.95 feet passing a found 1/2-inch iron rod with cap stamped "ESOR 2634" for the northwesterly corner of said 17.310-acre tract and for the southwesterly corner of said 36.008-acre tract, continuing with the easterly right-of-way line of said North Main Street and the westerly line of said 36.008-acre tract for a total distance of 1,135.11 feet to a found 5/8-inch iron rod for the northwesterly corner of said 36.008-acre tract, for the southwesterly corner of a called 31.574-acre tract as conveyed unto Missouri Pacific Railroad Company by deed recorded under County Clerk's File No. R802767, Film Code No. 507-28-0883 of the Official Public Records of Real Property of Harris County, Texas, and for the northwesterly corner of said tract herein described;

THENCE North $77^{\circ} 51' 22''$ East with the northerly line of said 36.008-acre tract and the southerly line of said 31.574-acre tract, a distance of 2,623.95 feet to a found 2" iron pipe (bent) for the northeasterly corner of said 36.008-acre tract, for the southeasterly corner of said 31.574-acre tract, for the southwesterly corner of the residue of a called 31.912-acre tract as conveyed unto Missouri Pacific Railroad Company by deed recorded under County Clerk's Film Code No. 502-84-1580 of the Official Public Records of Real Property of Harris County, Texas, for the northwesterly corner of the residue of a called 35.4530-acre tract as conveyed unto Larry Kent Murphy and wife, Beck Sue Murphy by deed recorded under County Clerk's File No. V277159, Film Code No. 543-66-0231 of the Official Public Records of Real Property of Harris County, Texas, and for the northeasterly corner of said tract herein described;

THENCE South $12^{\circ} 29' 30''$ East with the easterly line of said 36.008-acre tract and the westerly line of said 35.4530-acre tract, a distance of 566.97 feet to a found 1/2-inch iron rod with cap stamped "BHA" for the most northerly southeasterly corner of said 36.008-acre tract, for the southwesterly corner of the residue of said 35.4530-acre tract, for the northerly corner of a called 0.0185-acre tract as conveyed unto the County of Harris by deed recorded under County Clerk's File No. Y109360, Film Code No. 596-70-0454 of the Official Public Records of Real Property of Harris County, Texas, for the northwesterly corner of a called 3.6682-acre tract as conveyed unto the County of Harris by deed recorded under County Clerk's File No. Y049181, Film Code No. 595-41-1796 of the Official Public Records of Real Property of Harris County, Texas, and for an angle point in the easterly line of said tract herein described and for the beginning of a non-tangent curve to the left;

THENCE in a southwesterly direction with the easterly line of said 36.008-acre tract, with the westerly line of said 0.0185-acre tract and with said non-tangent curve to the left whose radius is 1,000.00 feet and whose central angle is $15^{\circ} 36' 14''$ (chord bears South $39^{\circ} 19' 36''$ West, a distance of 271.50 feet) at an arc length of 58.94 feet passing a found 1/2-inch iron rod with cap stamped "BHA" for the most southerly southeasterly corner of said 36.008-acre tract, for the southwesterly corner of said 0.0185-acre tract, for the northwesterly corner of the residue of said 17.310-acre tract and for the northwesterly corner of a called 0.3388-acre tract as conveyed unto the County of Harris by deed recorded under County Clerk's File No. Y126107, Film Code No. 096-98-2426 of the Official Public Records of Real Property of Harris County, Texas, continuing with said non-tangent curve to the left, with the easterly line of the residue of said 17.310-acre tract and with the westerly line of said 0.3388-acre tract for a total curve length of 272.34 feet to a found 1/2-inch iron rod with cap stamped "BHA" for a corner in the easterly line of said 17.310-acre, for a corner in the westerly line of said 0.3388-acre tract, for the point of tangency and for a corner in the easterly line of said tract herein described;

THENCE South 31° 31' 30" West continuing with the easterly line of the residue of said 17.310-acre tract and the westerly line of said 0.3388-acre tract, at a distance of 234.35 passing a point for the southeasterly corner of the residue of said 17.310-acre tract, for the southwesterly corner of said 0.3388-acre tract, for the northeasterly corner of the residue of said 18.045-acre tract and for the northwesterly corner of a called 0.2271-acre tract as conveyed unto the County of Harris by deed recorded under County Clerk's File No. Y012509, Film Code No. 594-51-2032 of the Official Public Records of Real Property of Harris County, Texas, from which a found 1/2-inch iron rod with cap stamped "BHA" bears South 36° 43' 38" East, a distance of 0.15 feet, continuing with the easterly line of said 18.045-acre tract and the westerly line of said 0.2271-acre tract for a total distance of 261.07 feet to a found 1/2-inch iron rod with cap stamped "BHA" for a corner in the easterly line of the residue of said 18.045-acre tract, for a corner in the westerly line of said 0.2271-acre tract for the beginning of a tangent curve to the right and for a corner in the easterly line of said tract herein described;

THENCE in a southwesterly direction with the easterly line of the residue of said 18.045-acre tract, with the westerly line of said 0.2271-acre tract and with said tangent curve to the left whose radius is 690.00 feet and whose central angle is 21° 02' 20" (chord bears South 21° 00' 20" West, a distance of 251.95 feet) for an arc length of 253.37 feet to a found 1/2-inch iron rod with cap stamped "BHA" for a corner in the easterly line of the residue of said 18.045-acre tract, for a corner in the westerly line of said 0.2271-acre tract, for the point of non-tangency and for a corner in the easterly line of said tract herein described;

THENCE South 10° 46' 08" West with the easterly line of the residue of said 18.045-acre tract and the westerly line of said 0.2271-acre tract, a distance of 166.91 feet to a found 1/2-inch iron rod with cap stamped "LJA" for an angle point in the easterly line of the residue of said 18.045-acre tract, for an angle point in the westerly line of said 0.2271-acre tract and for an angle point in the easterly line of said tract herein described;

THENCE South 10° 44' 11" West continuing with the easterly line of the residue of said 18.045-acre tract and the westerly line of said 0.2271-acre tract, a distance of 55.08 feet to a found 1/2-inch iron rod with cap stamped "BHA" located in the northerly line of a called 60.7025-acre tract as conveyed unto Tala Properties Inc., by deed recorded under County Clerk's File No. RP-2017-362761 of the Official Public Records of Real Property of Harris County, Texas, for the southeasterly corner of the residue of said 18.045-acre tract, for the southwesterly corner of said 0.2271-acre tract and for the southeasterly corner of said tract herein described;

THENCE South 78° 01' 37" West with the southerly line of the residue of said 18.045-acre tract and the northerly line of said 60.7025-acre tract, a distance of 1,083.24 feet to a found 1" iron pipe for an angle point in the southeasterly line of the residue of said 18.045-acre tract, for the southeasterly corner of said 2.2653-acre tract and for an angle point in the southerly line of said tract herein described;

THENCE North 12° 38' 10" West with the westerly line of the residue of said 18.045-acre tract and the easterly line of said 2.2653-acre tract, a distance of 206.67 feet to a found 1" iron pipe for an angle point in the southerly line of the residue of said 18.045-acre tract, for the northeasterly corner of said 2.2653-acre tract and for an angle point in the southerly line of said tract herein described;

THENCE South 77° 34' 04" West with the southerly line of the residue of said 18.045-acre tract and the northerly line of said 2.2653-acre tract, a distance of 919.43 feet to the **POINT OF BEGINNING** and containing 69.553 acres (3,029,744 square feet) of land, more or less.

Notes:

1. All bearings shown hereon are based on the Texas State Coordinate System, South Central Zone (4204), NAD 83, 2001 adjustment. Found monuments marked "CM" were held for controlling monuments.
2. Square footage area shown is for information only and surveyor does not certify accuracy of survey to nearest square foot.
3. This metes and bounds description is referenced to a survey drawing prepared by Cobb, Fendley & Associates, Inc. dated February 24, 2021, and titled "A BOUNDARY SURVEY OF A 69.553 ACRES (3,029,739 SQ. FT.) TRACT SITUATED IN THE GEORGE ELLIS SURVEY, A-21 IN HARRIS COUNTY, TEXAS".

Cobb, Fendley & Associates, Inc.
TBPELS Firm Registration No. 100467
13430 NW Freeway, Suite 1100
Houston, TX 77040
Phone: 713-462-3242

Job Number 2110-001-01-01
February 24, 2021

Exhibit "B"

Services Agreement

STATE OF TEXAS §
COUNTY OF HARRIS §

WHEREAS, Earl W. Wilburn Jr., (the "Owner") owns the property more specifically identified in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner has requested annexation of the Property; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City of Baytown (the "City") and the Owner desire to enter into this Services Agreement (this "Agreement") in order to govern the provision of service to the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Owner (collectively the "Parties") do hereby mutually agree as follows:

- 1. Services to be provided. The Parties agree that upon annexation, the City will provide the following services, which shall be provided at a comparable level to that provided to other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected on the Property as of the date hereof:
a. Fire. The City, through its Fire Department, will provide fire and emergency medical services to the Property.
b. Police. The City, through its Police Department, will provide law enforcement services to the Property.
c. Health. The City, through its Health Department, will provide services pertaining to environmental health, neighborhood protection, storm water, and animal control to the Property.
d. Planning and Development. The City, through its Planning and Development Services Department, will provide development and building services to the Property, including code enforcement services.
e. Utility. The City through, its Public Works, Engineering and Finance Departments, will provide water, sewer, storm sewer, and garbage services to the area. Any infrastructure improvements necessary for the Property to receive these services from the existing City infrastructure shall be the sole responsibility of the Owner. Additionally, any additional infrastructure improvements, necessitated by proposed future development, shall be the sole responsibility of the Owner.

The Parties understand and agree that the City is not required to provide a service that is not included in this Agreement. However, nothing herein shall be construed to preclude the City from providing a service in the future if it chooses to do so.

- 2. Term. This Agreement shall commence on the date of the annexation of the Property by the City and shall terminate one year after the services referenced in Section 1 have first been provided to the Property.

3. **Remedies.** Should the City fail to provide the services within the time period specified in Section 1 hereof, the Owner shall give written notice of such failure to the City and provide an opportunity for the City to provide such services. The City shall not be in default hereof if the City is diligently prosecuting the work necessary to provide the services. If the breach is not timely cured, the Owner's sole remedy is to seek disannexation. If the property is disannexed, the City shall be relieved of any and all obligations to provide those services specified in Section 1 hereof to the Property.

4. **Miscellaneous Provisions.**

(a) **Notice.** Notices required herein shall be delivered in hand or by registered or certified US mail to the City at the following address:

City of Baytown
Attn: City Manager
2401 Market Street
Baytown, Texas 77520

Notice to the Owner may be addressed to Owner at the address indicated on the most recent Harris County property tax roll for the Property.

(b) **Severability.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, then the remainder of this Agreement shall remain in full force and effect.

(c) **Non-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.

(d) **Ambiguities.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not authorize the same.

(e) **Headings.** The headings appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

(f) **Governing Law.** This Agreement shall be governed by the laws of the State of Texas and construed in conformity with the provisions of Sections 43.0672 of the Texas Local Government Code. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

(g) **Venue.** Venue for this Agreement shall be in Harris County, Texas.

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

(i) **Complete Agreement.** This Agreement contains all the agreements of the Owner and the City relating to the subject matter hereof and is the full and final expression of the agreement between such parties. This Agreement may be amended only by written agreement signed by the Owner and the City.

(j) **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

(k) **Authority.** The Owner covenants that he/she/it has the authority to enter into this Agreement by virtue of being the owner of the Property. Additionally, the officers executing this

Agreement on behalf of the Owner hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

Entered into this 16 day of April, 2021.

CITY OF BAYTOWN

R. Davis
RICHARD L. DAVIS, City Manager

ATTEST:

Angela Jackson
ANGELA JACKSON, Interim City Clerk



APPROVED AS TO FORM:

K. Horner
KAREN L. HORNER, City Attorney

OWNER

Earl W. Wilburn Jr.
Earl W. Wilburn Jr.

STATE OF TEXAS §
COUNTY OF HARRIS §

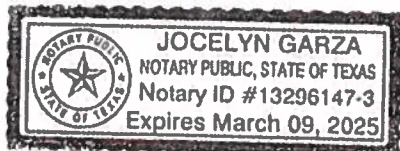
Before me, Earl Woodrow Wilburn Jr. the undersigned notary public, on this day personally appeared _____,

- _____ known to me
- _____ proved to me on the oath of _____ or
- _____ proved to me through his/her current _____ {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16 day of April, 2021.



Jocelyn Garza
Notary Public, State of Texas

OWNER *Jo Anne Gill*

Carl W. Wilkump, POA

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, *Earl Woodrow Wilburn, Jr*, the undersigned notary public, on this day personally appeared _____,

_____ known to me
_____ proved to me on the oath of _____ or
 _____ proved to me through his/her current _____ {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this *14* day of *April*, 2021.

Joelyn Garza
Notary Public, State of Texas

