

ORDINANCE NO. 14,848

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 59.25 ACRES OF LAND, LOCATED GENERALLY AT THE SOUTHEAST INTERSECTION OF SJOLANDER ROAD AND INTERSTATE 10, 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 9th day of September, 2021, and the 23rd day of September, 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 August 29, 2021, and September 9, 2021; and

WHEREAS, notice of the first and second public hearings were posted on the City of Baytown's website on the 5th day of August, 2021; and

WHEREAS, notice of the first and second public hearings were posted on the City of Baytown's notice board on August 26, 2021, and September 8, 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 43.637 square miles; and

WHEREAS, the population of the City of Baytown, Texas, is approximately 82,017 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"

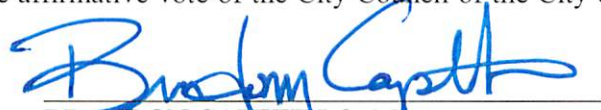
Section 3: The above-described territories and the areas so annexed shall be a part of the City of Baytown, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the

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 23rd day of September, 2021.


BRANDON CAPETILLO, Mayor

ATTEST:


ANGELA JACKSON, City Clerk



APPROVED AS TO FORM:


KAREN L. HORNER, City Attorney

INTRODUCED, READ and PASSED on the SECOND AND FINAL READING this the 14th day of October, 2021.

BRANDON CAPETILLO, MAYOR

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:


KAREN L. HORNER, City Attorney

FIELD NOTES

Description of a 20.240 acre (2,040.748 square feet) tract of land out of and out of the William Bloodgood Survey, Block No. 4, Harris County, Texas, being the residue of a 2,041.352 acre tract described in Block 480 Sub D-3 Corporation as recorded under Harris County Clerk's File No. 8453273 and being more particularly described by metes and bounds or future gain being referred to the description of a ceded 200.4480 acre tract of land (referred to as tract 2) as recorded under Harris County Clerk's File No. 8470540.

BEARING of a 5/8-inch iron rod found marking the intersection of the easterly right-of-way line of Spindler Road (based on a verbal width of 60 feet) with the westerly right-of-way line of Needlepoint Road (based on a width of 40 feet per deed recorded in Volume 303, Page 88 of the Harris County Deed Records) for the most southerly southeasterly corner of the tract described tract.

TRANCE, North 18° 10' 14" West, along the westerly right-of-way line of Spindler Road, a distance of 76.23 feet to a 5/8-inch iron rod set for southeasterly corner of a ceded 2,144.1 acre tract described in deed to DeWitt Stansbury Corp. as recorded under Harris County Clerk's File No. 825254.

TRANCE, North 58° 41' 18" East, along the westerly line of said 2,144.1 acre tract, a distance of 113.88 feet to a 5/8-inch iron rod set for the most westerly corner of said 2,144.1 acre tract and an interior corner of the herein described tract.

TRANCE, North 21° 07' 40" West, along the westerly line of said 2,144.1 acre tract, a distance of 69.88 feet to a 5/8-inch iron rod set for the northwest corner of said 2,144.1 acre tract and an interior corner of the herein described tract.

TRANCE, South 38° 41' 20" West, along the north line of said 2,144.1 acre tract, a distance of 93.27 feet to a 5/8-inch iron rod set for the corner in the westerly right-of-way line of said Spindler Road for the southeasterly corner of said 2,144.1 acre tract.

TRANCE, North 14° 10' 14" West, along the easterly right-of-way line of said Spindler Road and a west line of the herein described tract, a distance of 495.57 feet to a 5/8-inch iron rod set for the southeasterly end of a cutback in the westerly right-of-way line of Highway 10 (East Side Freeway), a distance of 495.57 feet as measured by instrument of record in volume 3133, Page 158 of the Harris County Deed Records.

TRANCE, North 27° 08' 58" East, along said cutback line, a distance of 112.90 feet to a 5/8-inch iron rod set for the southeasterly end of said cutback line in the westerly right-of-way line of said Interstate Highway 10.

TRANCE, North 44° 38' 28" East, along said westerly right-of-way line of Interstate Highway 10 and a westerly line of the herein described tract, a distance of 457.82 feet to a 5/8-inch iron rod set for an angle point.

TRANCE, South 59° 28' 22" East, along the west line of said 139.254 acre tract, a distance of 1,460.54 feet to a capped 5/8-inch iron rod found in the westerly right-of-way line of the above-described Road for the westerly corner corner to said 108.254 acre tract and the herein described tract.

TRANCE, South 82° 24' 40" West, along the westerly right-of-way line of said Needlepoint Road, a distance of 786.72 feet to a 1/2-inch iron rod found marking the southeasterly corner of a ceded 5 acre tract described in deed to Humphrey Chemical recorded under County Clerk's File No. 8481783.

TRANCE, North 59° 31' 15" West, along the southerly line of said 5 acre tract, a distance of 471.64 feet to a 1/2-inch iron rod found for the northwestern corner of said 5 acre tract and an interior corner of the herein described tract.

TRANCE, South 82° 24' 40" West, along the westerly line of said 5 acre tract, a distance of 530.71 feet to a 5/8-inch iron rod set marking the northwestern corner of said 5 acre tract in the westerly line of a Harris County Field Control District easement for which there is instrument of record 3173, Page 311 of the Harris County Deed Records.

TRANCE, South 17° 45' 37" East, along the east common to said 5 acre tract and said easement for aC&P, a distance of 423.77 feet to a 5/8-inch iron rod set for the northwestern corner of 838.5 acre tract in the westerly right-of-way line of said Needlepoint Road.

TRANCE, South 82° 24' 40" West, along the westerly right-of-way line of said Needlepoint Road, a distance of 1,239.72 feet to the POINT OF BEGINNING and containing a complete survey of 59.2458 acres (2,580,748 square feet) of land.

Width Varies, Vol. 3190, Pg. 368 H.C.D.R.)

59.2458 ACRES OR 2,580,748 SQ. FT. Residue of ceded 962,858 acs. H.C.C.F. No. 8480829

NOTES

- 1. The Surveyor has relied on DeWitt Stansbury's services to provide records in order to make the subject property and adjacent tracts and upon the Commission for the Inventory of the subject property and adjacent tracts and upon the Commission for the Inventory of the subject property... 2. All bearings are referenced to the description of a ceded 200.4480 acre tract of land... 3. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 440202010, 442002010, and 442002010, a revised November 4, 1994, the subject property lies in Zone A, Unflooded 1, and District 1 defined as follows: Unflooded Zone A, areas designated to be subject to 100-year flooding... 4. The limits of Unflooded Zone A and Zone A1 areas herein were ascertained by looking from the above mentioned Rate Map and have not been field verified... 5. All boundary corners of the subject tract shown herein are 5/8-inch iron rods, unless otherwise noted.

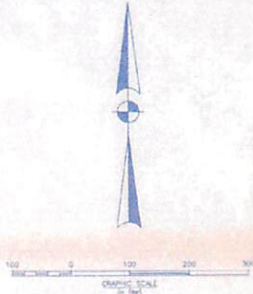
SURVEYOR'S CERTIFICATE

To: H. Keller & Co., Inc. and First American Life Insurance Company of Texas I hereby certify that this survey was made on the ground and completed on October 31, 1997, that this drawing correctly represents the facts found at the time of survey and that professional service conforms to the current Texas Society of Professional Surveyors' Standards and Specifications for a Category 'A' Division 3 Survey.

R.L. Davis, Jr. Registered Professional Land Surveyor No. 2925



This certification is rendered and this survey is not and will not be in any manner, used or relied upon by anyone other than the parties addressed above, or their not be in original signatures and seal of the Surveyor.



called 108.254 acres to J.M. Huber Corp. H.C.C.F. No. 8914824 (Vol. 4964, Pg. 351 H.C.D.R.)

Table with columns for Date, Add Field Notes, Floor Joins & Corners Set, and Boundary and Improvements. Includes details for 59.2458 acres out of the William Bloodgood Survey, A-4, Harris County, Texas, surveyed by Clark Surveying Company on 10/31/97.

I.H. 10 (EAST FREEWAY)

POINT OF BEGINNING

Needlepoint Road, Spindler Road, and other boundary lines with bearings and distances.

EXHIBIT A

Exhibit "B"

Services Agreement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, CCFHPP Interest, LLC, (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 author 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 ___ day of _____, 2021.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, Interim City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

OWNER

Richard W Cansler

CCFHPP Interest, LLC
Richard W Cansler: Manager

STATE OF TEXAS Grayson §
COUNTY OF HARRIS Grayson §

Before me, Jamie Geisler, the undersigned notary public, on this day personally appeared _____, Richard W Cansler, Manager of CCFHPP Interest, LLC,

- _____ known to me
- _____ proved to me on the oath of _____ or
- proved to me through his/her current Texas Drivers License {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}

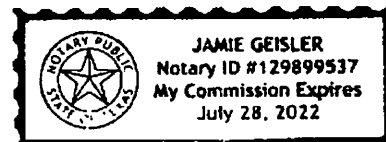
(check one)

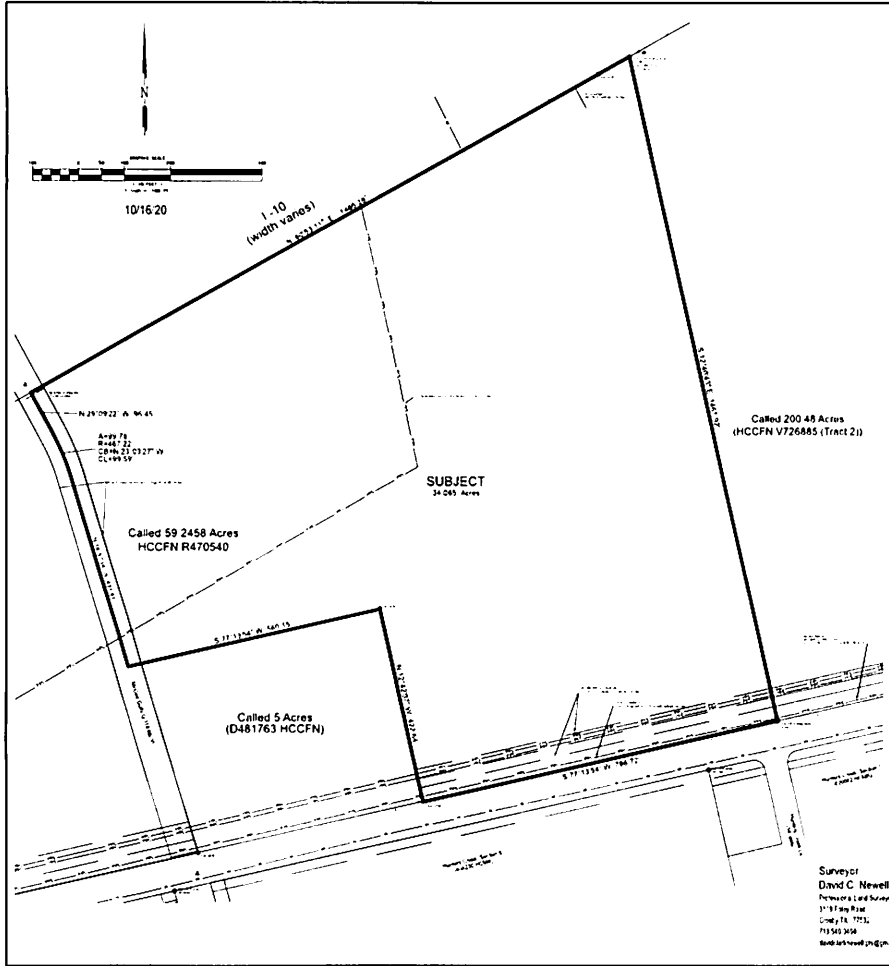
to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of August, 2021.

Jamie Geisler

Notary Public, State of Texas





SCHEDULE B Items 30, 3000 hereafter

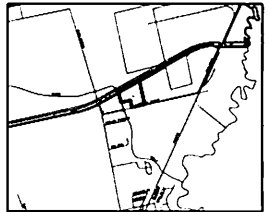
1. The Surveyor has not determined the date. This Survey is on Report of Title prepared by the Surveyor, The Surveyor's Office, The Surveyor, 30000000, and an effective date of August 1, 2019, and the Surveyor's Office, The Surveyor, 30000000, and an effective date of August 1, 2019.

2. The Surveyor has not determined the date. This Survey is on Report of Title prepared by the Surveyor, The Surveyor's Office, The Surveyor, 30000000, and an effective date of August 1, 2019, and the Surveyor's Office, The Surveyor, 30000000, and an effective date of August 1, 2019.

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4. The Surveyor has not determined the date. This Survey is on Report of Title prepared by the Surveyor, The Surveyor's Office, The Surveyor, 30000000, and an effective date of August 1, 2019, and the Surveyor's Office, The Surveyor, 30000000, and an effective date of August 1, 2019.

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- NOTES**
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LEGEND

1. 0.00 INDICATES BOUNDARY LINE

2. 0.00 INDICATES ONLY EASEMENT

3. 0.00 INDICATES RIGHT OF WAY

4. 0.00 INDICATES RIGHT OF WAY

5. 0.00 INDICATES RIGHT OF WAY

6. 0.00 INDICATES RIGHT OF WAY

7. 0.00 INDICATES RIGHT OF WAY

8. 0.00 INDICATES RIGHT OF WAY

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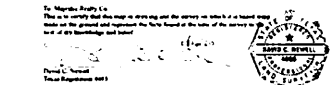
16. 0.00 INDICATES RIGHT OF WAY

17. 0.00 INDICATES RIGHT OF WAY

18. 0.00 INDICATES RIGHT OF WAY

19. 0.00 INDICATES RIGHT OF WAY

20. 0.00 INDICATES RIGHT OF WAY



SURVEY
of
34.065 acres
being all of a called 59.2458 acre tract HCCFN R470540 located in the
William Bloodgood Survey, Abstract Number 4, Harris County TX