

ORDINANCE NO. 20210309-000

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF ANGLETON BY ANNEXING THE PROPERTY SHOWN HEREIN AS ANNEXATION AREA FOUR; ADOPTING THE CITY SERVICES PLAN OFFICIALLY; AUTHORIZING THE AMENDMENT OF THE OFFICIAL MAPS OF THE CITY TO INCLUDE THE ANNEXED ACREAGE AS A PART OF THE CITY; AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE ANNEXED PROPERTY WITH THE INTERIM ZONING CLASSIFICATION OF AGRICULTURAL (AG); PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code §43.003 authorizes the City of Angleton, as a home-rule municipality, to extend its City limit boundaries through the annexation of area adjacent to those boundaries; and

WHEREAS, Section 1.03 of the City Charter of the City of Angleton provides that the City Council has authority by ordinance to fix the City limit boundaries, provide for the alteration and extension of said boundaries, and annex additional territory lying adjacent to said boundaries in any manner provided by law; and

WHEREAS, said tract of land is contiguous and adjacent to the City of Angleton, Texas, and is located in the Extraterritorial Jurisdiction of the City of Angleton; and

WHEREAS, the property in the proposed annexation is exempt from the Texas Local Government Code Chapter 43 requirement that the land be identified in an annexation plan; and

WHEREAS, Texas Local Government Code Section 43.0671 stipulates that a municipality may annex an area if each owner of land in the area requests the annexation, and Section 43.072 stipulates the governing body of the municipality must first negotiate and enter into a written agreement with the owners of the land in the area for the provision of services in the area; and

WHEREAS, the City and property owners and negotiated, prepared, and executed a City Services Plan stipulating that the annexed property is entitled to full City services; and

WHEREAS, on the 24th day of May 2022, the City Council of the City of Angleton, Texas held a Public Hearing on the proposed annexation of the area comprising Annexation Area Four, allowing all interested persons the right to appear and be heard on the proposed annexation of such land; and

WHEREAS, notice of the above referenced Public Hearing was published in *The Brazoria County Facts* on May 10, 2022, a newspaper having general circulation in the City of Angleton, Texas and within the territory to be annexed, in accordance with law; and

WHEREAS, notice of the above referenced Public Hearing was posted on the City of Angleton, Texas website, in accordance with law; and

WHEREAS, the City Services Plan was made available for public inspection, explained, and approved at the Public Hearing; and

WHEREAS, the Public Hearing was conducted not more that twenty (20) days nor less that ten (10) days prior to the institution of annexation proceedings.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, THAT:

SECTION 1. The land and territory lying outside of, but adjacent to and adjoining the City of Angleton, Texas, more particularly described in **Exhibit ‘A’**, attached hereto and incorporated herein by reference, is hereby annexed into the City of Angleton, Texas, and said territory, as described, shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City, at the various points contiguous to the area described in **Exhibit ‘A’**, are altered and amended so as to include said areas within the corporate limits of the City of Angleton, Texas.

SECTION 2. The land and territory more particularly described in **Exhibit ‘A’**, shall be part of the City of Angleton, Texas and inhabitants thereof shall be entitled to all of the rights and privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Angleton, Texas.

SECTION 3. The City Services Plan attached hereto, and incorporated herein, as **Exhibit ‘B’** that outlines the provisions of necessary municipal services to the property was approved and executed on May 24, 2022 by Angleton City Council, and the implementation of said plan is hereby authorized.

SECTION 4. The Official Zoning Map of the City of Angleton shall be amended to include the annexed property within the City of Angleton with the interim zoning designation of Agricultural (AG) in accordance with the City of Angleton Code of Ordinances Sec. 28-6.

SECTION 5. All official maps that depict the boundaries of the City Limits of the City of Angleton, Texas shall be revised to include the annexed property within the City of Angleton.

SECTION 6. The meeting at which this Ordinance was approved was a regular meeting of the City Council, and in all things, was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 7. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED THIS THE 24th DAY OF MAY 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary

**EXHIBIT “A”
ANNEXATION AREA**



GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

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§
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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

That SHERRIE ROBINSON as Independent Executor of the Estate of LARRY DON SMITH, and as Trustee of the Trusts created in the Last Will and Testament of LARRY DON SMITH probated in Case No. 11-CPR-023426 in County Court at Law No. 4, Fort Bend County, Texas, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto LAND 288 LLC, a Texas limited liability company, herein called "Grantee" (whether one or more), the following real property (together with all improvements thereon the "Property") situated in Brazoria County, Texas, to-wit:

BEING A 20.00 ACRE TRACT OF LAND OUT OF THAT CERTAIN 71.3686 ACRES BEING ALL OF LOTS 2, 3, 4, 15, 16 AND PART OF LOTS 17 AND 18 ALL OUT OF DIVISION 7 AND PART OF LOT 2 OUT OF DIVISION 5 OF THE EAST 1/2 OF THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134, BRAZORIA COUNTY, TEXAS, SAVE AND EXCEPT AN 11.54 ACRE TRACT, AND CALLED "TRACT 10" IN DEED RECORDED IN VOLUME 1152, PAGE 565; AND SAVE AND EXCEPT A 0.4040 ACRE TRACT DESCRIBED BY METES AND BOUNDS IN DEED RECORDED UNDER DOC# 2012006546 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASIS IS THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 BEING SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST)

BEGINNING AT A 1 INCH IRON PIPE FOUND AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COALE ROAD AND THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 A DISTANCE OF 418.90 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHEAST CORNER OF A CALLED 0.9932 ACRE TRACT RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER 2020010560;

THENCE SOUTH 77 DEGREES 01 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID 0.9932 ACRE TRACT A DISTANCE OF 209.46 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 0.9932 ACRE TRACT;

THENCE SOUTH 12 DEGREES 58 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF SAID 0.9932 ACRE TRACT PASSING AT A DISTANCE OF 208.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 0.9932 ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 321.71 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

General Warranty Deed
Page 1 of 3

STEWART TITLE 1110637
KK/61

THENCE SOUTH 87 DEGREES 07 MINUTES 24 SECONDS WEST, OVER AND ACROSS SAID 71.3686 ACRE TRACT A DISTANCE OF 1763.13 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE EAST RIGHT-OF-WAY LINE OF CLUTE ANGLETON ROAD, BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 05 DEGREES 04 MINUTES 36 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CLUTE ANGLETON ROAD A DISTANCE OF 300.05 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHWEST CORNER OF LOT 1 RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER 2013046690;

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THENCE NORTH 02 DEGREES 55 MINUTES 54 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 432.35 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1, BEING IN THE SOUTH RIGHT-OF-WAY LINE OF COALE ROAD;

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THENCE NORTH 86 DEGREES 54 MINUTES 02 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COALE ROAD A DISTANCE OF 362.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES (871,204 SQUARE FEET) OF LAND, MORE OR LESS.

This conveyance is made and accepted subject to any and all easements, rights of way, title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways, valid restrictions, all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, encumbrances, conditions, maintenance charges, building set back lines, rights of tenants, and assigns; as tenants only, under currently effective lease agreements, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above-mentioned County and State.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the reservations from and exceptions to conveyance and warranty.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a

natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

Current ad valorem taxes on the Property have been prorated, the payment thereof is assumed by Grantee.

EXCEPT FOR THE WARRANTY OF TITLE, THE SALE OF THE SUBJECT PROPERTY IS "AS IS" AND "WHERE IS".

EXECUTED THIS 10 day of January, 2022.

Sherrie Robinson
SHERRIE ROBINSON as Independent Executor
 of the Estate of **LARRY DON SMITH**, and as
 Trustee of the Trusts created in the Last Will and
 Testament of **LARRY DON SMITH** probated in
 Case No. 11-CPR-023426 in County Court at Law
 No. 4, Fort Bend County, Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Genzelles

This instrument was acknowledged before me on this 10 day of January, 2022, by **SHERRIE ROBINSON** as Independent Executor of the Estate of **LARRY DON SMITH**, and as Trustee of the Trusts created in the Last Will and Testament of **LARRY DON SMITH** probated in Case No. 11-CPR-023426 in County Court at Law No. 4, Fort Bend County, Texas.



Christie Orkman Fullilove
 Notary Public in and for
 The State of TEXAS

GRANTEE'S ADDRESS:

Land 288 LLC
 5811 Parkdale Court
 Sugar Land, Texas 77479



AFTER RECORDING, RETURN TO:

Land 288 LLC
 5811 Parkdale Court
 Sugar Land, Texas 77479

PREPARED IN THE LAW OFFICE OF:

MURRAY | LOBB, PLLC
 2200 Space Park Drive, #350
 Houston, Texas 77058
 Telephone 281.488.0630

GF# 1110637 (1.22)

General Warranty Deed
 Page 3 of 3

**EXHIBIT “B”
ANNEXATION CITY SERVICES PLAN**

**CITY OF ANGLETON SERVICES AGREEMENT FOR
THE ANNEXATION OF LAND LOCATED IN
THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANGLETON**

I. Introduction

This Municipal Services Agreement ("Agreement") is entered into on the 24th day of May 2022 by the City of Angleton, a home-rule municipality of the State of Texas, ("City") and property owner, Land 288, LLC ("Owner"), a Texas limited liability company. This Agreement pertains to the land ("tract") attached as Exhibit "A", incorporated herein and made a part of for all purposes.

II. Term and Effective Date

The Owner has requested that the City annex the Tract. Pursuant to Texas Local Government Code Sec. 43.0672, the parties enter this Agreement regarding services to be provided to the Tract.

This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the owner.

III. Services to be Provided Immediately Upon Annexation of the Tract

A. Services. According to this Agreement, the City shall provide services to the Tract including police protection; fire protection; emergency medical services; solid waste collection; operation and maintenance of roads and streets, including road and street lighting; operation and maintenance of parks, playgrounds, and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service. The City shall provide such services to the Tract to the extent that the City currently offers such services to similarly situated landowners. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. The City shall provide such services on the effective date of annexation. The City anticipates initiating the acquisition or construction of other capital improvements after the effective date of annexation which would be necessary for providing municipal services to serve the Tract.

This City may cause or allow public or private utilities, contractors, governmental entities, and other public service organizations to provide such services to the Tract, in whole or in part.

B. Scope and Quality of Proposed Service. The City shall provide services to the Tract pursuant to any methods by which it extends or is authorized to extend services to any other area of the City. Under this Services Agreement, the City shall not provide fewer services or a lower level of services to the Tract than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this Services

Agreement to require that a uniform level of services be provided to all areas of the City, including the Tract, where differing characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

C. Fees. The City may impose a fee for a service to the Tract if the same fee is imposed within the corporate boundaries of the City before annexation. The CITY may impose a fee to the Tract, over and above ad valorem taxes and fees imposed within the corporate boundaries of the City before annexation to maintain the level of services that existed to the Tract before annexation, if applicable.

NOTHING IN THIS SERVICES AGREEMENT SHALL BE INTERPRETED TO WAIVE OR OVERRIDE ANY PRE-EXISTING OBLIGATION THAT ANY OTHER PUBLIC AND/OR POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY CURRENTLY HAS TO CONSTRUCT AND/OR OTHERWISE MAINTAIN THE PUBLIC IMPROVEMENTS OR INFRASTRUCTURE CURRENTLY EXISTING TO THE TRACT.

IV. AMENDMENT; GOVERNING LAW

This Services Agreement may not be amended or repealed except as provided by the Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the services nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Services Agreement, and the City reserves the right to make such changes. This Services Agreement is subject to and shall be interpreted in accordance with the Texas Local Government Code, the Texas Constitution, and laws of the State of Texas.

V. ADDITIONAL TERMS

City and Owner represent that they have full power authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

The parties to this Agreement agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

Venue shall be in the state courts located in Brazoria County, Texas and construed in conformity with the provisions of the Texas Local Government Code Chapter 43.

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

The captions of the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

VI. FORCE MAJEURE

Should a *force majeure* interrupt the services described herein, the City shall resume services under this Services Agreement within a reasonable time after the cessation of the *force majeure*. The term "*force majeure*," for the purposes of this Services Agreement, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the City whether similar to those enumerated or otherwise, which is not within the control of the City.

VII. ENTIRE AGREEMENT

This document contains the entire Services Agreement relating to the Tract and supersedes all other negotiations, representations, plans and agreements, whether written or oral.

*Intentionally Left Blank
Execution Page to Follow*

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF ANGLETON

Owner

By: _____
Mayor Jason Perez

By:  _____
Name: Karim Ali
(Sole Owner of LAND 288 LLC)

By: _____
Name: _____

Attest:

Frances Aguilar
City Secretary

Exhibit A

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

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THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That SHERRIE ROBINSON as Independent Executor of the Estate of LARRY DON SMITH, and as Trustee of the Trusts created in the Last Will and Testament of LARRY DON SMITH probated in Case No. 11-CPR-023426 in County Court at Law No. 4, Fort Bend County, Texas, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto LAND 288 LLC, a Texas limited liability company, herein called "Grantee" (whether one or more), the following real property (together with all improvements thereon the "Property") situated in Brazoria County, Texas, to-wit:

BEING A 20.00 ACRE TRACT OF LAND OUT OF THAT CERTAIN 71.3686 ACRES BEING ALL OF LOTS 2, 3, 4, 15, 16 AND PART OF LOTS 17 AND 18 ALL OUT OF DIVISION 7 AND PART OF LOT 2 OUT OF DIVISION 5 OF THE EAST 1/2 OF THE EDWIN WALLER LEAGUE, ABSTRACT NO. 134, BRAZORIA COUNTY, TEXAS, SAVE AND EXCEPT AN 11.54 ACRE TRACT, AND CALLED "TRACT 10" IN DEED RECORDED IN VOLUME 1152, PAGE 565; AND SAVE AND EXCEPT A 0.4040 ACRE TRACT DESCRIBED BY METES AND BOUNDS IN DEED RECORDED UNDER DOC# 2012006546 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASIS IS THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 BEING SOUTH 13 DEGREES 00 MINUTES 27 SECONDS EAST)

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General Warranty Deed
Page 1 of 3

STEWART TITLE 1110637
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Exhibit A

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General Warranty Deed
Page 2 of 3

Exhibit A

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EXCEPT FOR THE WARRANTY OF TITLE, THE SALE OF THE SUBJECT PROPERTY IS "AS IS" AND "WHERE IS".

EXECUTED THIS 10 day of January, 2022.

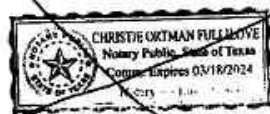
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ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Genzales§
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Christie Ortman Fullilove
 Notary Public in and for
 The State of TEXAS

GRANTEE'S ADDRESS:

Land 288 LLC
 5811 Parkdale Court
 Sugar Land, Texas 77479



AFTER RECORDING, RETURN TO:

Land 288 LLC
 5811 Parkdale Court
 Sugar Land, Texas 77479

PREPARED IN THE LAW OFFICE OF:

MURRAY | LOBB, PLLC
 2200 Space Park Drive, #350
 Houston, Texas 77058
 Telephone 281.488.0630

GFW 1110637 (1.22)

General Warranty Deed
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