

ORDINANCE NO. 3-2014

AN ORDINANCE OF THE VILLAGE OF BONNEY, TEXAS, ANNEXING APPROXIMATELY 74.42 ACRES OF LAND CONTIGUOUS AND ADJACENT TO THE VILLAGE OF BONNEY, TEXAS, LOCATED WITHIN THE VILLAGE'S EXTRATERRITORIAL JURISDICTION (ETJ), IN ACCORDANCE WITH CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE, SAID LAND BEING GENERALLY LOCATED ON THE SOUTHWEST CORNER OF COUNTY ROAD 51 AND 48.

WHEREAS, at a regular meeting of the City Council on May 19, 2014 the Council received from the present land owners a Voluntary Petition For Annexation of the 74.42 acre tract as described in "Exhibit A" attached to this Ordinance (The Tract).

WHEREAS, at a regular meeting of the City Council on May 19, 2014 the Council approved a development agreement for The Tract tract subject to this ordinance and offered that agreement to the landowners; and

WHEREAS, The Tract is adjacent to the Village of Bonney's current city limits; and

WHEREAS, The Tract is not being served with water or sewer service from a governmental entity;

WHEREAS, the property is sparsely populated, having no residents as of the date of this Ordinance;

THE COUNCIL OF THE VILLAGE OF BONNEY ORDAINS:

SECTION 1. The 74.42 acre tract of land described in Exhibit "A", attached hereto and incorporated by reference, is annexed to the Village of Bonney, Texas.

SECTION 2. The development agreement and voluntary petition for annexation attached as Exhibit "B", is herein incorporated by reference. The development agreement was made available for public inspection.

SECTION 3. The City Secretary is hereby authorized and directed to immediately correct the map of the Village of Bonney by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance, and any expansion to the Extraterritorial Jurisdiction resulting from such boundary extensions

SECTION 4. Should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. This Ordinance shall become effective upon final passage by the City Council.

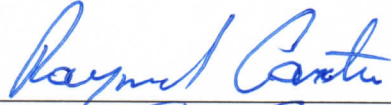
**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

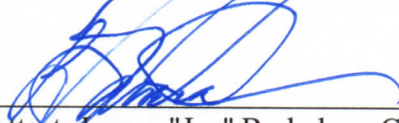
AND IT IS SO ORDERED

Passed by the City Council of the Village of Bonney, Texas on this the 16<sup>th</sup> day of June, 2014

CITY OF BONNEY, TEXAS



By: Raymond Cant, Mayor



Attest: Luann "Jae" Barkalow, City Secretary



**Randy L. Stroud, P.E.**  
*Civil Engineer and Land Surveyor*  
TBPLS Firm No. 10020500 TBPE Firm No. F572  
201 South Velasco  
Angleton, Texas 77515  
(979)849-3141 Fax # (979)849-9444

Randy L. Stroud, P.E.  
RPLS #2112

Brian G. Fambrough  
RPLS # 6017

FIELD NOTES OF A 74.24 ACRE TRACT BEING LOTS 26A, 26B, 27A, 27B, AND 29A OUT OF THE BOGART AND TAYLOR SUBDIVISION OF THE WEST ONE-HALF OF THE W. D. C. HALL LEAGUE, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED PLAT IN VOLUME 1, PAGES 63 AND 64 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 74.24 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod set at the intersection of the South right-of-way line of County Road 51 with the West right-of-way line of County Road 48;

THENCE: West 2640.00 feet, along the South right-of-way line of County Road 51, to a ½" iron rod set at the intersection of the South right-of-way line of County Road 51 with the East right-of-way line of Murray Road;

THENCE: South 808.36 feet, along the East right-of-way line of Murray Road, to a ½" iron rod set for corner;

THENCE: North 80° 24' 18" East 1337.96 feet to a ½" iron rod set for corner at a reentrant corner to the herein described tract;

THENCE: South 1167.00 feet to a ½" iron rod found for corner;

THENCE: East (Reference Bearing) 1320.75 feet to a ½" iron rod found for corner in the West right-of-way line of County Road 48;

THENCE: North 1752.34 feet, along the West right-of-way line of County Road 48, to the Place of Beginning;

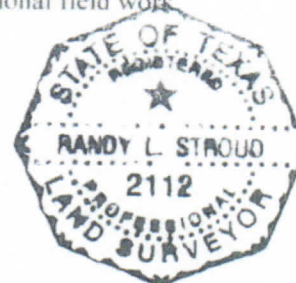
Said tract therein containing 74.24 Acres of Land.

Certified Correct: Randy L. Stroud  
Randy L. Stroud, P.E. Registered Professional Land Surveyor # 2112

\* See attached plat.

1. All set ½" iron rods have a plastic cap stamped "R. STROUD, RPLS 2112"
2. This description is based on a survey plat of the property prepared by Randy L. Stroud on June 6, 2001, and correctly represents the survey performed at that time. There has been no additional field work.

April 17, 2014  
4t22034.wpd (FN 87.8)



**EXHIBIT A**

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into by and between the Village of Bonney, Texas (the "Village"), and Stephen and Mary Coleman ("Owner").

### RECITALS:

WHEREAS, Owner is the owner of the approximately 74.42 acres of land ("The Property") described in Exhibit "A" ; and

WHEREAS, the Property is within the Extra Territorial Jurisdiction of the Village; and

WHEREAS, Owner desires to begin planning for the long term development of the Property and the Village is desirous of assisting in such planning; and

WHEREAS, Owner and the Village desire to enter into this Agreement in accordance with Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the parties agree as follows:

### AGREEMENT:

1. Recitals. The parties hereto agree that the Recitals contained herein are true and correct and are incorporated into the Agreement for all purposes.
2. Annexation of Property. Contemporaneously with its execution of this Agreement, Owner agrees to deliver to the Village a petition signed by Owner and the holder of any liens upon the Property, if any, requesting the annexation of the property into the Village.
3. Village Not Obligated. The Village will not be obligated to furnish the Property with any services beyond those provided to other property within the Village.
4. Development Standards. It is Owner 's intention that the Property may be developed for a number of different uses including, without limitation, single family residential housing, multi-family housing (including apartments, condominiums and townhouses) commercial purposes (including, without limitation, office, industrial and light industrial), and/or retail (including shipping centers and stores), together with whatever other uses may be deemed most advantages to the development of the Property by Owner . The Village consents to the foregoing uses of the Property and Owner 's discretion over such development ; however, Owner and the Village agree that in the event any portion of the Property is developed with single family residential housing (as opposed to multi-family housing), the number of dwelling units constructed shall not be more dense than one (1) dwelling unit per acre of land.
5. All or a portion of this land may be transferred to another entity prior to development in

which case this agreement shall run with the land affected by this agreement.

6. Tax Payments. In consideration of the development of the land and the related increase in the taxable value of such land to the Village and other benefits to the Village realized through the development, in the event the Village levies an ad valorem tax in the future the Village agrees to not levy such taxes against The Property for a period of ten years after the date of this agreement.

7. Termination . This Agreement shall remain in effect for a period of ten (10) years from the Effective Date hereof. Prior to the expiration of such ten (10) year period, the Village may (but is under no obligation to) extend the term hereof for additional period not to exceed ten (10) additional years.

8. Entire Agreement. This Agreement, including Exhibit "A " contains the entire agreement between the parties with respect to the transactions contemplated herein.

9. Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the Owner and the Village.

10. Successors and Assigns. This Agreement shall be binding upon all successors and assigns of the Village or Owner. Notwithstanding the preceding, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

11. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Village: Village of Bonney  
19025 FM 521  
Bonney, Texas 77583

Owner: Stephen and Mary Coleman  
129 County Road 51  
Rosharon, Texas 77583

12. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

13. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Brazoria County, Texas. The parties hereby agree that this Agreement constitutes an agreement for providing goods and/or services to the Village which is subject to the provisions of Subchapter I of Chapter 271 of the Local Government Code and any

successor statute(s). In accordance with Sections 271.152 and 271.153 of the Local Government Code, and only to the extent limited by the provisions of this Section of this Agreement, the Village hereby waives, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable as described herein.

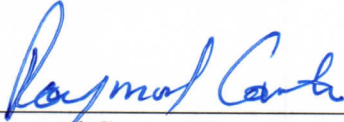
14. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. Authority. By executing below, the Village and Owner agree that they have all necessary authority to enter into this Agreement, including any necessary approval by partners, directors or council members. In particular, the parties intend that this Agreement shall constitute an agreement entered into pursuant to the authority of Subchapter G, Chapter 212, Texas Local Government Code and accordingly, this Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code.

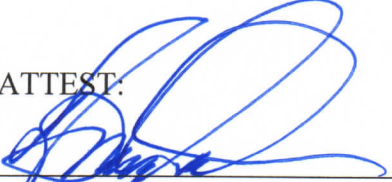
16. Effective Date. This Agreement shall take effect on the date the Village adopts and approves this Agreement (the "Effective Date").

PASSED AND APPROVED by the Village Council of the Village Of Bonney, Texas on this 19<sup>th</sup> day of MAY, 2014.


VILLAGE OF BONNEY:

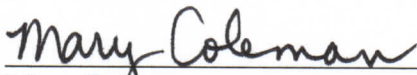
  
\_\_\_\_\_  
Raymond Cantu, Mayor

ATTEST:

  
\_\_\_\_\_  
Luann "Jae" Barkalow, Village Secretary

OWNER:

  
\_\_\_\_\_  
Stephen Coleman

  
\_\_\_\_\_  
Mary Coleman

**Randy L. Stroud, P.E.**  
*Civil Engineer and Land Surveyor*  
TBPLS Firm No. 10020500 TBPE Firm No. F572  
201 South Velasco  
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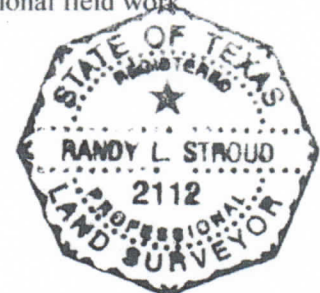
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**EXHIBIT A**

# FILED and RECORDED

Instrument Number: 2014024920

Filing and Recording Date: 06/19/2014 09:02:01 AM Pages: 8 Recording Fee: \$50.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink that reads "Joyce Hudman".

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Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-clarissa