

**ORDINANCE NO. O-2012-034 ANNEXING TERRITORY**

**AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORIES TO THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.**

\* \* \* \* \*

**WHEREAS**, §43.028 of the Texas Local Government Code authorizes the annexation of territory by the City of Magnolia, Texas, subject to the laws of this state. \_\_\_\_\_

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territories and each more fully described by the attached Exhibit "A" to wit:

Being 20.695 acres, in the William T. Dunlavy Survey, Abstract #168  
Attached hereto as Exhibit "A" is a map showing the area

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, MONTGOMERY COUNTY, TEXAS:**

**Section 1.** That the heretofore described properties are hereby annexed to the City of Magnolia, Montgomery County, Texas, and that the boundary limits of the City of Magnolia be and the same are hereby extended to include the above described territories within the city limits of the City of Magnolia, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Magnolia and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

**Section 2.** A service plan for each of the above described areas is hereby adopted and attached as Exhibit "B".

The City Secretary is hereby directed to file with the County Clerk of Montgomery County, Texas, a certified copy of this ordinance.

PASSED by an affirmative vote of all members of the City Council, this 9th day of October 2012.

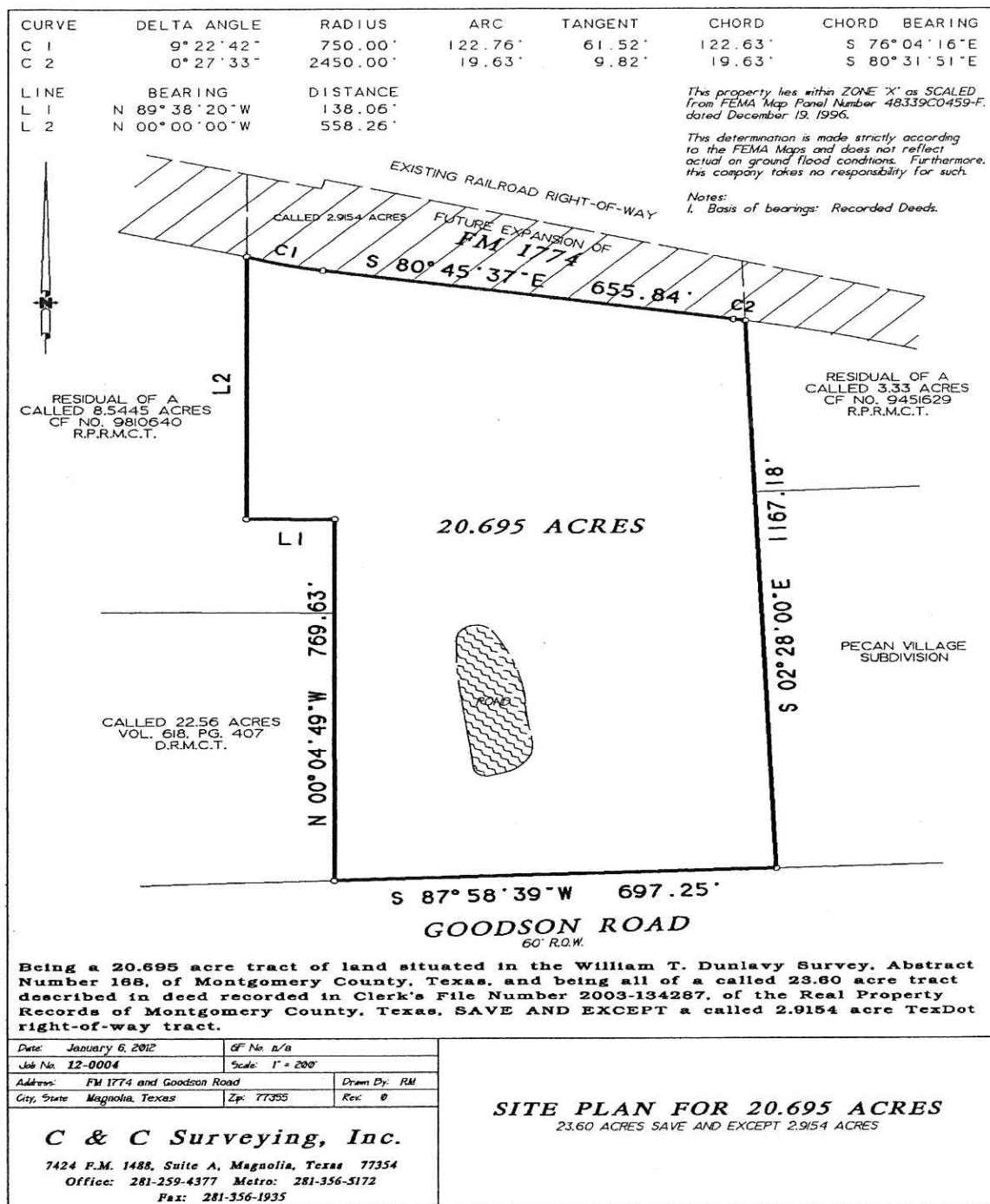


Todd Kana, Mayor

ATTEST:

Lynne George, TRMC, CPM  
City Secretary

# EXHIBIT "A"



R:\Cadd\9\GCD\2012\12-0004.GCD -- 01/06/2012 -- 04:36 PM --

WOD:41216.3

Exhibit \_\_\_\_\_

County: Montgomery  
Highway: F.M. 1774  
Project Limits: From Waller County Line to 0.348 Miles South of F.M. 1488  
RCSJ: 1400-04-026

PROPERTY DESCRIPTION FOR PARCEL NO. 208

Being a 2.9154 acre (126,995 square feet) parcel of land situated in Montgomery County, Texas, located in the WM. T. Dunlavy Survey Abstract No. 168, and being out of that certain tract of land described as 23.60 acres conveyed to AXE EM Investments, L.P. by deed dated October 1, 2003 and recorded under Document No. 2003134287 of the Montgomery County Official Public Records of Real Property (MCOPRRP), said 2.9154 acre parcel being more particularly described as follows:

COMMENCING at a found 1/2 inch iron pipe marking the southeast corner of said 23.60 acre tract thence as follows:

North 02° 32' 39" West, along the east line of said 23.60 acre tract, passing at a distance of 801.70 feet, the southwest corner of that certain tract of land described as 3.33 acres conveyed to Judy K. Darington by deed dated July 21, 1994 and recorded under C.C.F. No. 9451629 of the MCOPRRP, and continuing for a total distance of 1,164.33 feet to a set 5/8 inch iron rod with a Texas Department of Transportation (TxDOT) aluminum disk in the proposed south right-of-way line of Farm to Market Road 1774 (width varies) marking the POINT OF BEGINNING of the herein described parcel having surface coordinates of X=3,741,812.76 and Y=10,070,952.11;

- 1) THENCE, in a northwesterly direction along the proposed south right-of-way line of said F.M. 1774 and along a curve to the left, having a central angle of 00°27'33", a radius of 2,450.00 feet, an arc length of 19.63 feet, and a chord bearing and distance of North 80°33'14" West, 19.63 feet to a set 5/8 inch iron rod with a TxDOT aluminum disk marking the end of said curve to the left; \*\*
- 2) THENCE, North 80° 47' 00" West, along the proposed south right-of-way line of said F.M. 1774, a distance of 655.84 feet to a set 5/8 inch iron rod with a TxDOT aluminum disk marking the beginning of a curve to the right; \*\*

Exhibit

- 3) THENCE, in a northwesterly direction along the proposed south right-of-way line of said F.M. 1774 and along said curve to the right, having a central angle of  $09^{\circ}22'42''$ , a radius of 750.00 feet, an arc length of 122.76 feet, and a chord bearing and distance of North  $76^{\circ}05'39''$  West, 122.63 feet to a set 5/8 inch iron rod with a TxDOT aluminum disk marking the end of said curve to the right, in the west line of said 23.60 acre tract and the east line of that certain tract of land described as 8.5445 acres conveyed to Dana D. Dean by deed dated January 30, 1998 and recorded under County Clerk's File No. 9810640 of the MCOPRRP;
- 4) THENCE, North  $00^{\circ}01'23''$  West, along the west line of said 23.60 acre tract and the east line of said 8.5445 acre tract, a distance of 175.98 feet to a point from which a found 5/8 inch iron rod bears North  $00^{\circ}01'23''$  West, a distance of 1.00 feet, said point marking the northwest corner of said 23.60 acre tract and the northeast corner of said 8.5445 acre tract;
- 5) THENCE, South  $75^{\circ}03'25''$  East, along the north line of said 23.60 acre tract and the existing south line of the Missouri Pacific Railroad Company right-of-way (140 foot width), said right-of-way conveyed to the International and Great Northern Railroad Company by deed dated August 29, 1901 and recorded in Volume 26, Page 344 of the Montgomery County Deed Records (MCDR), a distance of 121.20 feet to a point from which a found railroad tie bears North  $65^{\circ}48'10''$  East, a distance of 0.88 feet;
- 6) THENCE, North  $14^{\circ}56'35''$  East, along the north line of said 23.60 acre tract and the existing south line of said Missouri Pacific Railroad Company, a distance of 20.00 feet to a point from which a found railroad tie bears North  $14^{\circ}56'50''$  West, a distance of 0.61 feet;
- 7) THENCE, South  $75^{\circ}03'25''$  East, along the north line of said 23.60 acre tract and the existing south line of said Missouri Pacific Railroad Company, a distance of 681.01 feet to a point from which a found 5/8 inch iron rod bears South  $02^{\circ}32'29''$  West, a distance of 0.53 feet, said point marking the northeast corner of said 23.60 acre tract and the northwest corner of said 3.33 acre tract;
- 8) THENCE, South  $02^{\circ}32'29''$  East, along the east line of said 23.60 acre tract and the west line of said 3.33 acre tract, a distance of 126.31 feet to the POINT OF BEGINNING and containing 2.9154 acres (126,995 square feet) of land.

Access will be permitted to the remainder property abutting the highway facility.

A parcel plat of even date herewith accompanies this property description.


Exhibit \_\_\_\_\_

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American 1983 Datum, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by the surface adjustment factor of 1.000030 (surface / 1.000030 = grid). All coordinates are in English units and were converted from Metric units by applying a conversion factor of 39.37/12 (Metric x 39.37/12 = English). All Coordinates for control points were calculated from closed traverses tied to Global Positioning Stations (GPS) established from The National Geodetic Survey (NGS) monument.

- \*\* The monument described and set in this call may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

I hereby certify that this property description and accompanying parcel plat represent the results of an on the ground survey conducted under my supervision.



 3/28/08  
Arthur M. Story, RPLS  
Texas Registration No. 4034  
RODS Surveying, Inc.  
6810 Lee Road  
Spring, Texas 77379  
Phone (281) 257-4020  
Fax (281) 257-4021



## **EXHIBIT "B"**

### **CITY OF MAGNOLIA MONTGOMERY COUNTY, TEXAS**

#### **SERVICE PLAN**

##### **1. INTRODUCTION**

This Service Plan ("PLAN") is made by the City of Magnolia ("CITY") pursuant to the Local Government Code. This PLAN pertains to several tracts of land ("TRACTS") located in Montgomery County, Texas, and described in Exhibit "A" through "G", which is attached to this PLAN and fully incorporated in this PLAN by reference.

##### **II. TERM – EFFECTIVE DATE**

This PLAN shall be in effect for a term of ten (10) years commencing on the effective date of the annexation of the TRACTS. Renewal of this PLAN shall be at the discretion of the CITY and such discretion may be exercised by the City Council in such manner and for such time as the CITY may then direct.

##### **III. SERVICE PROGRAMS**

A. In General. This PLAN includes two (2) service programs: (1) the Early Action Program, described below, which must be implemented within sixty (60) days after the effective date of annexation; and (2) Capital Improvement Program more specifically described below.

B. Scope and Quality of Service. The CITY shall provide services to the area pursuant to any methods by which it extends or is authorized to extend services to any other area of the CITY. Under this PLAN, the CITY shall not provide fewer services or a lower level of services in the area annexed than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this PLAN to require that a uniform level of services be provided to all areas of the CITY, including the TRACTS, where differing characteristics of topography, land, and use and population density are considered a sufficient basis for providing different levels of service.

C. Definitions.

- (1) As used in this PLAN, "providing services" includes having services provided by any method or means by which the CITY extends municipal services to any other area of the CITY. This may include causing or allowing public or private utilities, contractors, governmental entities and other public service organizations to provide such services, in whole or in part.

- (2) As used in this PLAN, the phrase “standard policies and procedures” means those policies and procedures of the CITY applicable to a particular service which is in effect either at the time that the service is requested or at the time the service is made available or provided. The policies and procedures may require that a specific type of request be made, such as an application or petition. IT may require that fees or charges be paid, in accordance with the law, and they may include eligibility requirements and similar provisions.

#### **IV. EARLY ACTION PROGRAM – IMPLEMENTATION WITHIN 60 DAYS**

These statutorily mandated services will be provided to the TRACTS within sixty (60) days after annexation of the TRACTS,

- A. Police Protection. The Police Department of the CITY will provide protection and law enforcement to the TRACTS; and these activities will include normal patrols and responses, the handling of complaints and incident reports, and other services and support provided by the Police Department of the City of Magnolia to other portions of the CITY, all pursuant to standard policies and procedures.
- B. Fire Protection. The Magnolia Fire Department will provide fire protection to the TRACTS in accordance with standard policies and procedures.
- C. Solid Waste Collection. Business and residential solid waste collection services (garbage service) will be provided to residents and businesses in the TRACTS, all in accordance with standard policies and procedures.
- D. Maintenance of Water and Wastewater Facilities. As water and wastewater facilities are available to the TRACTS, such facilities will be maintained in accordance with standard policies and procedures.
- E. Maintenance of Roads, Streets, and Street Lighting. The CITY will cause to be provided via a contract with the Montgomery County Road & Bridge Division or, May on its own accord, provides maintenance of public roads and streets under the CITY’s jurisdiction. The CITY will cause to be provided via a contract with the Montgomery County Road & Bridge Division or, may on its own accord, provide traffic control devices for any City roads and streets, and the City will provide street lighting for such CITY roads and streets through Houston Lighting & Power Company, all according to standard policies and procedures. The CITY will not maintain any private road or street within the TRACTS.
- F. Maintenance of Parks, Playgrounds, and Swimming Pools. At this time, there are no public parks, playgrounds, and swimming pools within the TRACTS and, therefore, it is unnecessary for the PLAN to address such service items with respect to the sixty (60) day time period. There are existing public parks, playgrounds, and swimming pools in the municipality, and they are available for use and enjoyment by residents of the TRACTS in accordance with standard policies and procedures.



G. Maintenance of Any Other Publicly Owned Facility, Building, or Service. At this time, there are no other publicly owned facilities, buildings, or services within the TRACTS and, therefore, it is unnecessary for the PLAN to address such service items with respect to the sixty (60) day time period. There are existing publicly owned facilities, buildings, or services in the municipality, and they are available for use and enjoyment by residents of the TRACTS in accordance with standard policies and procedures.

H. Animal Control. Animal control will be provided to the TRACTS according to standard policies and procedures. Of the Montgomery County Animal Control department.

I. Emergency Medical Service. Emergency medical service (i.e., ambulance care) will be provided to the TRACTS by the Montgomery County Emergency Service District in accordance with standard policies and procedures, of the Montgomery County Hospital District.

J. Other CITY Services. All other available CITY services not specifically listed above shall be extended and available to residents of the TRACTS in accordance with standard policies and procedures.

## **V. CAPITAL IMPROVEMENT PROGRAM**

The CITY will initiate construction or acquisition of capital improvements as indicated below. Any necessary construction or acquisition shall begin within two (2) years of the annexation and shall be substantially completed within four and one-half (4 ½) years of the date of the annexation of the particular TRACTS:

- A. Police Protection. Police protection for the TRACTS can be provided by using existing Resources, and will start immediately.
- B. Fire Protection. Fire protection for the TRACTS can be provided by using existing assets of the Montgomery county Emergency Service District.
- C. Solid Waste Collection. The new residents/businesses will be contacted by the 'City to provide solid waste collection services within the TRACTS as described in the City Code of Ordnnances and provided by the contractor that has been approved by the City of Magnolia for collection of Solid waste in the City.
- D. Water and Wastewater Facilities. No further improvements are required. Potable water connections are required and the CITY will maintain the water system.

E. Roads and Streets. In general, the CITY will acquire dominion, control, and jurisdiction in, over and under public roads and streets within the TRACTS upon annexation, subject to the jurisdiction of other governmental entities, including contractual obligations with Montgomery County. Additional roads, streets, or related facilities are not necessary at this time to serve the TRACTS. Future extensions of roads or streets and future installation of related facilities such as traffic control devices or street lights will be governed by standard policies and procedures. The TRACTS will be included with other territory in connection with planning for new, revised, widened or enlarged roads, streets, or related facilities. The CITY will not maintain any private road or street within the TRACTS.

F. Parks, Playgrounds. There are no plans for capital improvements at this time.

## **VI. AMENDMENT; GOVERNING LAW**

This PLAN 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 service programs nor changes in the responsibilities of the various departments of the CITY shall constitute amendments to this PLAN, and the CITY reserves the right to make such changes. This PLAN is subject to, and shall be interpreted in accordance with the Local Government Code, the Constitution and laws of the federal government of the United States of America and the State of Texas.

## **VII. FORCE MAJEURE**

Should a force majeure interrupt the services described herein, the CITY shall resume services under this PLAN within a reasonable time after the cessation of the force majeure. "Force Majeure," for the purposes of this PLAN, 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.

## **VIII. ENTIRE PLAN**

This document contains the entire and integrated Service PLAN relating to the TRACTS and supersedes all other negotiations, representations, plans and agreements, whether written or oral.