

CITY OF MATHIS
ORDINANCE ANNEXING TERRITORY
Ordinance No O-23-03-04

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY ON EXHIBIT A, BEING ALL THAT CERTAIN LOT, OR PARCEL OF LAND, BEING PART OF THE JUAN DELGADO ET AL SURVEY, ABSTRACT NO. 4, SAN PATRICIO COUNTY, TEXAS AND BEING ALL THAT CERTAIN TRACT CALLED 7.46 ACRE TRACT DESCRIBED IN A DEED FROM COASTAL BEND FUELS, LLC TO RAPHA FELLOWSHIP, INC. ON MAY 2, 2003, RECORDED IN FILE NO. 518190 OF THE REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS, TO THE CITY OF MATHIS, SAN PATRICIO COUNTY, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HERENIAFTER 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, The Texas Local Government Code and the Charter of the City of Mathis, Texas, an incorporated city, authorizes the annexation of territory, subject to the applicable law.

WHEREAS, an offer of a development agreement pursuant to 43.016 of the Texas Local Government Code has been made and rejected.

WHEREAS, the owner of property under petition for annexation has agreed to the attached service agreement attached as Exhibit A-1 for said property.

WHEREAS, the procedures prescribed by the Texas Local Government Code and the Charter of the City of Mathis, Texas, and the laws of this state have been duly followed with respect to the property described on Exhibit "A" attached hereto and incorporated herein for all purposes.

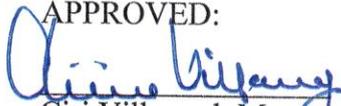
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MATHIS, TEXAS:

1. That the property described on Exhibit "A" is hereby annexed to the City of Mathis, San Patricio County, Texas, and that the boundary limits of the City of Mathis be and the same are hereby extended to include the above described territory within the city limits of the City of Mathis, 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 Mathis and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the area is hereby adopted and attached as Exhibit "A-1", attached hereto and incorporated herein for all purposes.

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

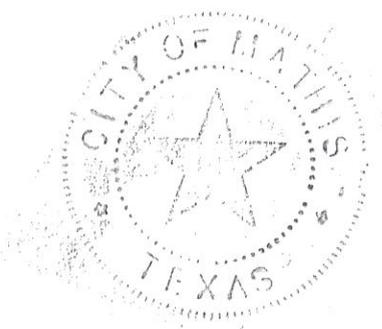
First Reading: PASSED by an affirmative vote of all members of the City Council, this the 13th day of March, 2023.

Second Reading: PASSED by an affirmative vote of all members of the City Council, this the 27th
day of March, 2023

APPROVED:

Ciri Villarreal, Mayor

ATTEST:


Mary Gonzales, City Secretary



Ordinance No 23-03-04

Exhibit A

LEGAL DESCRIPTION:

All that certain lot, tract, or parcel of land, being part of the Juan Delgado et al Survey, Abstract No. 4, San Patricio County, Texas, and being all of that certain called 7.46 acre tract described in a deed from Coastal Bend Fuels, LLC to Rapha Fellowship, Inc. on May 2, 2003, recorded in File No. 518190 of the Real Property Records of San Patricio County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a concrete monument (found) for the North corner of the above mentioned 7.46 acre tract, at the intersection of the Southeast right of way of Farm to Market Highway No. 3377 (McNally Road) with the Southwest right of way of the Union Pacific Railroad;

THENCE South 36 deg. 47 min. 19 sec. East with the Southwest right of way of the Union Pacific Railroad, the Northeast line of the 7.46 acre tract, a distance of 835.97 . to a bridge spike (found) for the East corner of same;

THENCE South 39 deg. 29 min. 13 sec. West with the Southeast line of the 7.46 acre tract, a distance of 373.78 . to a 5/8" iron rod (found) for the South corner of same, in the Northeast right of way of the Missouri Pacific Railroad;

THENCE North 69 deg. 16 min. 49 sec. West with the Northeast right of way of the Missouri Pacific Railroad, the Southwest line of the 7.46 acre tract, a distance of 429.98 . to a 3/4" iron rod (found) for the West corner of same, in the Southeast right of way of Farm to Market Highway No. 3377;

THENCE North 09 deg. 48 min. 06 sec. East with the Northwest line of the 7.46 acre tract, the Southeast right of way of Farm to Market Highway No. 3377 a distance of 817.77 . to the place of beginning, containing 7.447 acres of land.

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on this 27th day of March, 2023, by and between the City of Mathis, Texas, a home rule city of the State of Texas, ("City") and DGOGMathistx09082022 LLC. ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a Home Rule City for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcel of land situated in Mathis, Texas, which consists of approximately 7.46 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement will be subject to approval by the Mathis City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** 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.

3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City's Fire Department will provide emergency and fire protection services.
 - ii. Police – The City's Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City's EMS Department will provide emergency medical services.
 - iv. Wastewater ~~Sanitary sewer mains~~. Subject to future developments in the area, the owner will agree to sewer services if made available at a future date at rates established by City ordinances for such service.
 - v. Water - water service will be provided by the City at rates established by City ordinances for such service.
 - vi. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

5. **AUTHORITY.** 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 Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** 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.

8. **INTERPRETATION.** The parties to this Agreement covenant and 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.

9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in San Patricio

County, Texas.

10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **COUNTERPARTS.** 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. annexation of the Property.
13. **CAPTIONS.** The captions to 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.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** 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.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

[Signatures to follow on next page]

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

City:

CITY OF MATHIS

By: _____

Name: Michael Barrera
Title: City Manager

Owner:

DGOGMathistx09082022 LLC

By: _____

Name: Jacob Stauffer
Title: Manager

Attest:

Name: Mary Gonzales
City Secretary



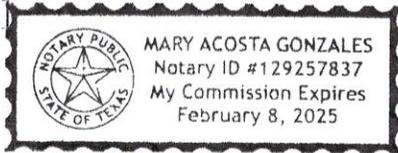
CITY OF MATHIS

STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me on the 28 day of March, 2023, by Michael Barrera, City Manager of the City of Mathis.

[Seal]



[Signature]
Notary Public, State of Texas

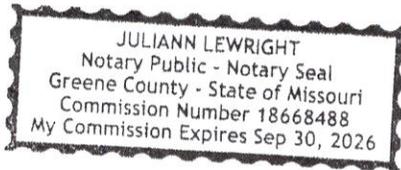
OWNER

STATE OF Missouri

COUNTY OF Greene

This instrument was acknowledged before me on the 3 day of April, 2023, by Jacob Stauffer, Manager of DGOGMathistx09082022 LLC.

[Seal]



[Signature]
Notary Public, State of Missouri

After Recording Return to:

Municipal Service Agreement
EXHIBIT A

LEGAL DESCRIPTION:

All that certain lot, tract, or parcel of land, being part of the Juan Delgado et al Survey, Abstract No. 4, San Patricio County, Texas, and being all of that certain called 7.46 acre tract described in a deed from Coastal Bend Fuels, LLC to Rapha Fellowship, Inc. on May 2, 2003, recorded in File No. 518190 of the Real Property Records of San Patricio County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a concrete monument (found) for the North corner of the above mentioned 7.46 acre tract, at the intersection of the Southeast right of way of Farm to Market Highway No. 3377 (McNally Road) with the Southwest right of way of the Union Pacific Railroad;

THENCE South 36 deg. 47 min. 19 sec. East with the Southwest right of way of the Union Pacific Railroad, the Northeast line of the 7.46 acre tract, a distance of 835.97 . to a bridge spike (found) for the East corner of same;

THENCE South 39 deg. 29 min. 13 sec. West with the Southeast line of the 7.46 acre tract, a distance of 373.78 . to a 5/8" iron rod (found) for the South corner of same, in the Northeast right of way of the Missouri Pacific Railroad;

THENCE North 69 deg. 16 min. 49 sec. West with the Northeast right of way of the Missouri Pacific Railroad, the Southwest line of the 7.46 acre tract, a distance of 429.98 . to a 1/4" iron rod (found) for the West corner of same, in the Southeast right of way of Farm to Market Highway No. 3377;

THENCE North 09 deg. 48 min. 06 sec. East with the Northwest line of the 7.46 acre tract, the Southeast right of way of Farm to Market Highway No. 3377 a distance of 817.77 . to the place of beginning, containing 7.447 acres of land.

CONSENT AND REQUEST FOR FUTURE ANNEXATION

(For property appraised as agriculture, wildlife management, and/or timber land)

The undersigned "Property Owner", is the owner of property which is located outside the city limits but is located within the extra-territorial jurisdiction of the City of Mathis and which is hereby legally described on Exhibit A (the "Property") attached hereto and incorporated herein for all purposes.

I hereby request that the City Council of the City of Mathis annex our property, which is vacant and without residents, or on which fewer than three qualified voters reside.

I request and agree to be voluntarily annexed by the City of Mathis as soon as reasonably possible. The attached Municipal Services Agreement will detail such services and will be applicable and effective upon annexation.

I certify that the Property is continuous and adjacent to the City of Mathis, Texas, and that the undersigned includes each and every person or corporation having an interest in the Property.

I covenant and agree that the Property is currently used for agriculture, wildlife management, and/or timber land consistent with chapter 23 of the Texas Tax Code.

I hereby agree and understand that if the undersigned later decide not to be annexed, or does not follow through with the intent of this agreement, then the City of Mathis will not be obligated to furnish city services, such as water and sewer to us.

I also understand that this agreement will remain with the Property and will stay in force should it be sold or reassigned at any time in the future prior to being annexed.

I also acknowledge that this agreement shall be binding on all successors, assigns, heirs and representatives.

SIGNED and **AGREED** to this the 27th day of March, 2023.

[Signatures to follow on next page]

Property Owner:
DGOGMathistx09082022 LLC

By: _____
Name: Jacob Stauffer
Title: Manager

City of Mathis:

By: _____
Michael Barrera
City Manager

Attest:

Mary Gonzales, City Secretary
City of Mathis, Texas

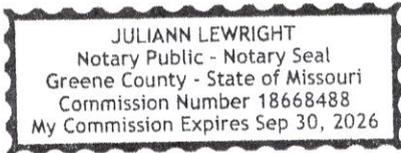


Owner: _____

STATE OF Missouri §

COUNTY OF Greene §

This instrument was acknowledged before me on the 3 day of April, 2023, by Jacob Stauffer, Manager of DGOGMathistx09082022 LLC.



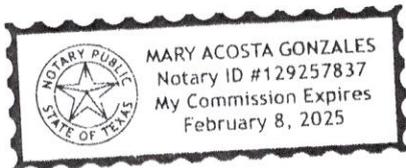
Juliann Lewright
NOTARY PUBLIC - STATE OF Missouri

City of Mathis

STATE OF TEXAS §

COUNTY OF San Patricio §

This instrument was acknowledged before me on the 28th day of March, 2023, by Michael Barrera, City Manager of the City of Mathis, Texas.



Mary Acosta Gonzales
NOTARY PUBLIC - STATE OF TEXAS

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