

**CITY OF ARCHER CITY, TEXAS**  
**ORDINANCE NO. 373**

**AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY OF ARCHER CITY OF PROPERTY GENERALLY DESCRIBED BELOW AND FULLY DESCRIBED AND DEPICTED IN EXHIBIT A, LOCATED WITHIN THE CURRENT EXTRATERRITORIAL OF THE CITY OF ARCHER CITY, TEXAS, FOR ALL MUNICIPAL PURPOSES; APPROVING AN AGREEMENT REGARDING SERVICES FOR SUCH TERRITORY; PROVIDING FOR FILING NOTICE OF THIS ANNEXATION IN DEED RECORDS OF ARCHER COUNTY AND WITH THE ARCHER COUNTY APPRAISAL DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Archer City, Texas, is a Type A general-law municipality located in Archer County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the property owner is the City of Archer City, and council approval of this ordinance is thus considered a proper petition requesting the annexation of the area described below; and

**WHEREAS**, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the City Council of the City of Archer City; and

**WHEREAS**, all procedural requirements in Chapter 43 of the Texas Local Government Code have been accomplished; and

**WHEREAS**, all of the property described in this Ordinance is adjacent to and within the exclusive extraterritorial jurisdiction of the City of Archer City; and

**WHEREAS**, an Agreement Regarding Services After Annexation has been negotiated with the property owner and is attached to and adopted with this Ordinance; and

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

**SECTION 1.**  
**ANNEXATION**

That all portions of the following parcel (the Territory) located in Archer County, Texas, are hereby annexed to the City of Archer City as a part of the city for all municipal purposes, and the city limits are extended to include such Territory: an area of approximately 75.6-acres out of the 148.03-acre tract of land, Block No. 151, G.W. Barnett Survey, Abstract 19, and containing Archer City Lake (City Lake property). A description of the City Lake property is attached as Exhibit A and a depiction of that property is attached as Exhibit B. Both exhibits are incorporated into this Ordinance for all purposes. In the event of a discrepancy between the description and depiction, the depiction shall control.

**SECTION 2.  
RIGHTS AND DUTIES OF OWNERS AND  
INHABITANTS IN NEWLY ANNEXED AREA**

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of Archer City, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

**SECTION 3.  
OFFICIAL MAP**

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of Archer City, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the town to add the territory annexed as required by law. A copy of the revised map shall be filed with the Archer County Central Appraisal District.

**SECTION 4.  
FILING CERTIFIED COPY**

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Archer County, Texas and with the Archer County Appraisal District.

**SECTION 5.  
SERVICE AGREEMENT**

The Agreement for Services After Annexation, which is attached as Exhibit C and incorporated into this Ordinance, is approved in all things and made a part of this Ordinance for all purposes.

**SECTION 6.  
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the City of Archer City, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 7.  
SEVERABILITY CLAUSE**

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

**SECTION 8.  
AREAS EXCEPTED FROM ANNEXATION**

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Archer City, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Archer City every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of Archer City any lands or area which are presently part of and included within the limits of any other City, Town or Village, for which permission is not granted for Archer City to annex the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.

**SECTION 9.  
ENGROSS AND ENROLL**

The City Secretary of the City of Archer City is directed to engross and enroll this ordinance by copying the caption, publication clause and effective date clause in the minutes of the City Council and by filing the ordinance in the ordinance records of the City.

**SECTION 10.  
EFFECTIVE CLAUSE**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED** this 20th day of June, 2023.

\_\_\_\_\_  
Jake Truette, Mayor

ATTEST:

\_\_\_\_\_  
Kim Whitsitt, City Secretary

**EXHIBIT A**  
**DESCRIPTION OF CITY LAKE PROPERTY**

Around lake

BOOK 562 PAGE 526

90065

SPECIAL WARRANTY DEED

Date: Dec 20, 1996

Grantor: Lewis K. Hyer, Guardian of the Estate of Billie Hyer Cardin

Grantor's Mailing Address:

Lewis K. Hyer, Guardian of the Estate of Billie Hyer Cardin  
3033 So. Zenobia Street  
Denver, Colorado 80236

Grantee: City of Archer City, Texas

Grantee's Mailing Address:

City of Archer City, Texas  
Box 367  
Archer City, Texas 769351

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

Being a 148.03 acre tract of land out of Block No. 151, John W. Harris Subdivision of the Club Ranch, and the G.W. Barnett Survey, Abstract 19, Archer County, Texas, *SURFACE ONLY*, and said land is described by metes and bounds in Exhibit "A" attached hereto, and made a part hereof.

The above described land having been taken by the City of Archer City, Texas, and as awarded by the Special Commissioners, at a condemnation hearing on November 20, 1996, in Cause No. 96-08-0089A-CV, in the 97th District Court of Archer County, Texas, styled to wit: *City of Archer City, Texas v. Lewis K. Hyer, Guardian for Estate of Billie Hyer Cardin.*

Reservations From and Exceptions to Conveyance and Warranty:

For Grantor and Grantor's successors and assigns, in common with Grantee and Grantee's successors, a reservation of an easement and right of way over the property, described in Exhibit "A," for the purposes of grazing and watering livestock, until such time, if ever, that Grantee or Grantee's successor or assigns, builds a fence in good and workmanlike manner on the north, west, and south boundary lines of the condemned land which will prevent cattle on Grantor's remaining land from accessing the condemned land.

SPECIAL WARRANTY DEED

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A CERTIFIED COPY

ATTEST: January 20, 1997  
JANE HAM, DISTRICT & COUNTY CLERK  
ARCHER COUNTY, TEXAS  
BY: Jean Fletcher DEPUTY

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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, by through or under Lewis K. Hyer, Guardian of the Estate of Billie Hyer Cardin..

When the context requires, singular nouns and pronouns include the plural.

*Lewis K. Hyer*

Lewis K. Hyer, Guardian of the Estate of Billie Hyer Cardin

ACKNOWLEDGMENT

STATE OF COLORADO

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§  
§

COUNTY OF DENVER

This instrument was acknowledged before me on 12/20, 1996, by Lewis K. Hyer, Guardian of the Estate of Billie Hyer Cardin, on behalf of said Estate of Billie Hyer Cardin.

*Bridget Schroder*  
Notary Public, State of Colorado



AFTER RECORDING RETURN TO:

City of Archer City, Texas  
Box 367  
Archer City, Texas 76351

Bridget Schroder, Notary Public  
State of Colorado  
My Commission Expires 9/11/99

SPECIAL WARRANTY DEED

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A CERTIFIED COPY

ATTEST: January 20, 1997  
JANE HAM, DISTRICT & COUNTY CLERK  
ARCHER COUNTY, TEXAS  
BY: *Jane Ham* DEPUTY

FIELD NOTES  
FOR HYER TRACT  
ARCHER COUNTY, TEXAS

A tract of land out of Block 151, John W. Harris Subdivision of the Club Ranch and the G.W. Barnett Survey, A-19, Archer County, Texas, and being more specifically described by metes and bounds as follows:

Beginning at a fence corner post which bears North 00° 19' 43" East 1,056.41 feet from another fence corner for the occupied southeast corner of said Block 151, said corner post being a southeast corner and the Place of Beginning of this description;

Thence North 88° 21' 58" West 20.82 feet along a fence line to a fence corner post for an angle point;

Thence South 00° 23' 27" West 399.70 feet along a fence line to a 1/2 inch iron rod for the most southerly southeast corner of this tract;

Thence North 89° 00' 09" West 2,495.79 feet to a 1/2 inch iron rod for the southwest corner of this tract;

Thence North 03° 42' 27" East 2,837.99 feet to a galvanized fence post for an interior corner of this tract;

Thence North 09° 26' 45" West 1,976.56 feet to a gate post in said G.W. Barnett Survey for the northwest corner of this tract;

Thence South 89° 14' 21" East 521.21 feet to a fence corner post for corner;

Thence North 78° 22' 59" East 456.61 feet to a fence corner post for the most northerly northeast corner of this tract;

Thence South 01° 50' 16" West 926.47 feet to a point for corner;

Thence South 88° 24' 41" East 697.57 feet to a fence corner post for corner;

Thence South 88° 12' 25" East 207.54 feet to a fence corner post for corner;

Thence South 06° 38' 16" West 37.03 feet to a fence corner post for an interior corner of this tract;

Thence South 80° 55' 29" East 225.00 feet to a fence corner post for a northeast corner of this tract;

Thence South 06° 38' 16" West 852.04 feet to a 1/2 inch iron rod for an interior corner of this tract;

Thence South 80° 02' 01" East 731.42 feet to a fence corner post for the occupied most easterly northeast corner of said Block 151 and the most easterly northeast corner of this tract;

Thence along a fence line for the occupied east line of said Block 151 as follows:

South 00° 48' 59" West 240.94 feet to a fence corner post;

South 89° 55' 05" East 19.59 feet to a fence corner post;

South 00° 59' 51" West 2,273.58 feet to the Place of Beginning and containing 223.63 acres, more or less, less and except 75.60 acres lying around a lake, dam spillway, and City of Archer City land, leaving 148.03 acres, more or less.



*Kerry D. Maroney*  
Kerry D. Maroney  
Registered Professional Land Surveyor No. 2855

THE STATE OF TEXAS  
County of Archer

I, Jane Ham, Clerk County Court in and for said county do hereby certify that the foregoing instrument was filed for record in my office the 6<sup>th</sup> day of January 1997, at 11:45 o'clock a.M., and duly recorded on that date, in Official Public Records of said county, Volume 562 on page 526.

WITNESS my hand and seal of County Court at my office in Archer City, Texas the day and year last above written.

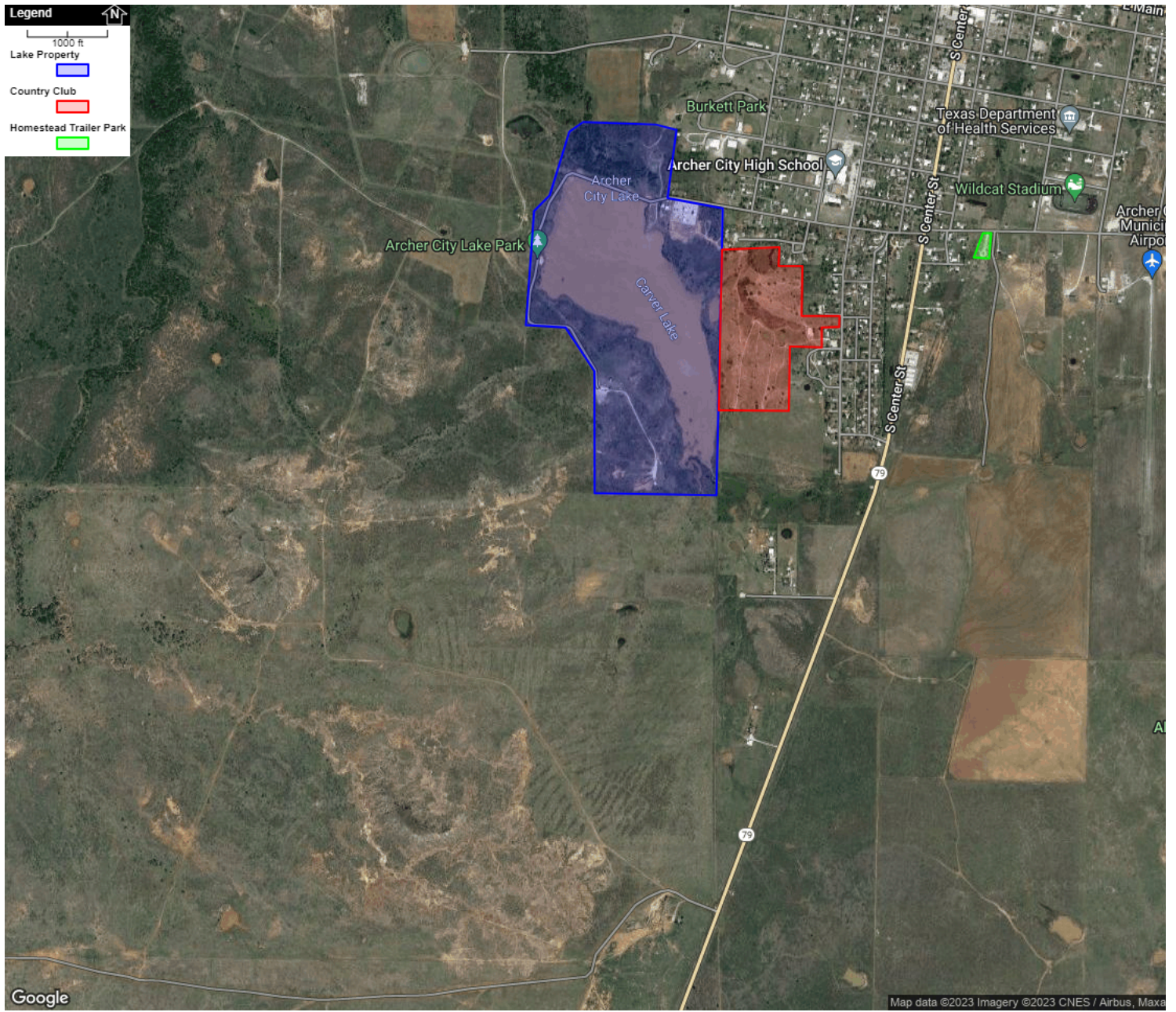
By Denise Barham, Deputy

Jane Ham, Clerk County Court  
Archer County, Texas

A TRUE AND CORRECT COPY, I HEREBY CERTIFY  
this 20<sup>th</sup> day of January A.D. 1997  
Vol. 562 Page 526 JANE HAM, COUNTY  
& DISTRICT CLERK, ARCHER COUNTY, TEXAS  
*Official Public* By Jane Hitches Deputy  
RECORDS

**EXHIBIT B**  
**DEPICTION OF CITY LAKE PROPERTY**





**EXHIBIT C**  
**AGREEMENT REGARDING SERVICES AFTER ANNEXATION**

Pursuant to Section 43.0672, Texas Local Government Code, this Agreement Regarding Service After Annexation (Agreement) shall serve as a written agreement between the City of Archer City, Texas (City) and the property owner of the tract of land to be annexed, which is known as the City Lake Property (the Annexed Area), which is fully described in the foregoing Ordinance and exhibits.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees to provide the following services to the Annexed Area after annexation:

**SERVICES TO BE PROVIDED**

1. **POLICE PROTECTION.** The City of Archer City, Texas will provide police protection to the Annexed Area at the same or similar level of service now being provided to other areas of the City of Archer City, Texas, with similar topography, land use and population within the Annexed Area. Services will be provided by the Archer City Police Department.
2. **FIRE PROTECTION.** Fire service will be provided to the Annexed Area by the Archer City Fire Department at the same or similar level of service now being provided to other areas of the City of Archer City, Texas, with similar topography, land use and population with the City.
3. **SOLID WASTE COLLECTION.** At the present time the City of Archer City, Texas, is using a designated, specified contractor for collection of solid waste and refuse within the city limits of the City of Archer City, Texas. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to the Annexed Area to the extent that the City's contractor has access to the area to be serviced.
4. **MAINTENANCE OF WATER AND WASTE WATER FACILITIES.** Any and all water or waste water facilities owned or maintained by the City of Archer City, Texas, within the Annexed Area at the time of the proposed annexation shall continue to be maintained by the City of Archer City, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the Annexed Area shall be maintained by the City of Archer City, Texas, to the extent of its ownership.

The annexed property is presently owned by the City of Archer City. Any services to be provided to the annexed property will be in the sole discretion of the City Council of the City of Archer City.

APPROVED this 20th day of June, 2023.

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Jake Truette, Mayor

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George Huffman, City Administrator