

CITY OF ARCHER CITY, TEXAS
ORDINANCE NO. 372

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 Burk Morris has submitted 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 1.08-acres out of the 36.392-acre tract of land, Abstract 727, Certificate 14, Hooper & Wade Survey, located at 210 East South Street, and also known as the Homestead RV Park. The property owner's petition, which includes a depiction of the 1.01-acre tract, and a deed containing a legal description of the larger 36.392-acre tract of which the 1.08-acre tract is the northernmost portion, is attached as Exhibit A to the Ordinance and incorporated into this Ordinance for all purposes. In the event of a discrepancy between the description and the

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
PETITION, DEPICTION OF 1.08-ACRE TRACT, AND
DESCRIPTION OF LARGER 36.392-ACRES

EXHIBIT A TO ORDINANCE

ANNEXATION PETITION

TO THE MAYOR AND CITY COUNCIL
OF THE CITY OF ARCHER CITY, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which less than three(3) qualified voters reside, hereby petition your honorable body to extend the present city limits so as to include as a part of the City of Archer City, Texas, the following described territory, to wit:

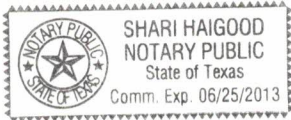
See Attached Exhibit

I/We certify that the above described tract of land is contiguous to the City of Archer City, Texas, is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

THE STATE OF TEXAS
COUNTY OF ARCHER

Before me, the undersigned authority, on this day personally appeared BURK MORRIS
_____ Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office, this 11th Day of December, 2012.



Shari Haigood

Notary public in and for the State of Texas
My commission expires: 6/25/13

TRM

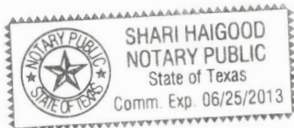
Owner

**ANNEXATION PETITION
THE STATE OF TEXAS**

COUNTY OF ARCHER

Before me, the undersigned authority, on this day personally appeared BURK
Moeris Known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he or she executed the same for
purposes and consideration therein expressed.

Given under my hand and seal of office, this 11th Day of DECEMBER, 2012.



Shari Haigood

Notary public in and for the State of Texas
My commission expires:

Bob

Owner

ANNEXATION PETITION

WARRANTY DEED WITH VENDOR'S LIEN VOL 0595 PAGE 695

DATE: May 24, 2000

098877

GRANTOR: Benjamin Buerger and Patricia Buerger

GRANTOR'S MAILING ADDRESS: P.O. Box 609
(including county) Archer City, Archer County, Texas 76351

GRANTEE: Robert B. Morris and Dottie Ann Livingston

GRANTEE'S MAILING ADDRESS: P.O. Box 1065
(including county) Archer City, Archer County, Texas 76351

Consideration:

Ten and No/100 Dollars (\$10.00) and more cash in hand paid and a note of even date that is in the principal amount of Forty-Five Thousand and No/100 Dollars (\$45,000.00), which is executed by Grantee, payable to the order of Wells Fargo Bank Texas, N.A. It is secured by a vendor's lien retained in favor of Wells Fargo Bank Texas, N.A. in this deed and by a deed of trust from Grantee for the benefit of Wells Fargo Bank Texas, N.A.

Property (including any improvements): SURFACE AND SURFACE ESTATE ONLY IN AND TO THE FOLLOWING:

A 36.392 acre tract of land out of the Hooper & Wade Survey, Certificate 14, Abstract 727, Archer County, Texas, and out of that certain 270.5 acre tract of land deeded to Benjamin and Patricia Buerger from Wilma E. Elmore on July 1, 1997, and recorded in Volume 567, Pages 581 and 582 of the Official Public Records of Archer County, and being more specifically described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod lying at the point of intersection of the north line of said Hooper & Wade Survey and the south right-of-way line of East South Street, a dedicated City of Archer City street, with the east right-of-way line of an abandoned W.F. & S.R.R. Co. track as recorded in Volume 41, Page 244, of the Archer County Deed Records, said ½ inch iron rod bears South 89° 27' 25" East 691.17 feet along said survey and right-of-way lines from the point of intersection of said survey and right-of-way lines with the east right-of-way line of State Highway No. 79, said ½ inch iron rod also being the northwest corner of said 270.5 acre tract, and the northwest corner and PLACE OF BEGINNING of this tract;

THENCE South 89° 27' 25" East 100.00 feet along said survey line and along the south right-of-way line of said East South Street to a ½ inch iron rod for the northeast corner of this tract;

THENCE leaving said survey and right-of-way lines, South 03° 54' 41" West 314.34 feet to a ½ inch iron rod for an interior corner of this tract;

THENCE South 26° 08' 45" East 153.06 feet to a ½ inch iron rod for an exterior corner of this tract;

THENCE South 05° 05' 37" West 1601.34 feet to a ½ inch iron rod for an interior corner of this tract;

THENCE South 07° 28' 07" East 339.12 feet to a ½ inch iron rod for the exterior corner of this tract;

THENCE South 05° 24' 25" West 440.93 feet to a ½ inch iron rod for the southeast corner of this tract;

THENCE North 86° 11' 36" West 1002.05 feet to a 6 inch pipe fence corner post in the east right-of-way line of said abandoned railroad right-of-way for the southwest corner of this tract;

THENCE North 19° 49' 31" East 2929.28 feet along said right-of-way line to the PLACE OF BEGINNING and containing 36.392 acres of land, more or less.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Archer County, Texas.

Grantor, for the consideration 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, executors, administrators, successors, or assigns forever. Grantor hereby 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 warranty.

Wells Fargo Bank Texas, N.A. at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Wells Fargo Bank Texas, N.A. and are transferred to Wells Fargo Bank Texas, N.A. without recourse on Grantor.

The vendor's lien against and superior title to the property are retained until said note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Benjamin Buerger
Benjamin Buerger

Patricia Buerger
Patricia Buerger

STATE OF TEXAS §
 §
COUNTY OF ARCHER §

This instrument was acknowledged before me on the 24 day of May, 2000, by Benjamin Buerger and Patricia Buerger.



Judy McLEMORE
Notary Public, State of Texas

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 26 day of May 2000, at 1:34 O'clock P.M., and duly recorded on that date, in Official Public Records of said county, Volume 595 on page 695.

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

By Jeanne Fletcher, Deputy

Jane Ham, Clerk County Court
Archer County, Texas

EXHIBIT B
AGREEMENT REGARDING SERVICES AFTER ANNEXATION

EXHIBIT B TO ORDINANCE

**CITY OF ARCHER CITY
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, depicted in Exhibit A which is attached and incorporated into this Agreement (the Annexed Area).

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.

APPROVED this 20th day of June, 2023.

Jake Truette, Mayor

Burk Morris, Property Owner

EXHIBIT A
DEPICTION OF ANNEXED AREA

S 89°27'25" E

1/2" IRON
ROD (fnd)

100 00'

210 E SOUTH

1/2" IRON
ROD (fnd)

328.20

314.34

1.238

North 1.08 acres
200'

VOL 595
PAGE 695

1/2" IRON
ROD (se)

194.00
8.00
8.00
45.00