

ORDINANCE NO. 2022-0804A

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF WILMER, TEXAS, UPON RECEIPT OF A VOLUNTARY PETITION TO ANNEX PROPERTY, GENERALLY LOCATED ON THE NORTHWEST CORNER OF LAVENDER ROAD AND MASON ROAD, AND BEING FURTHER DESCRIBED AS TWO PARCELS OF LAND OWNED BY BASE 21, LLC, TOTALING APPROXIMATELY 43.1-ACRES. THE SUBJECT PROPERTY BEING SITUATED IN THE ELISHA D. LITTLE SURVEY, ABSTRACT NO. 787, PAGE NO. 550; PARCEL ID NOS. 65078755010030000 (TRACT 3 - 42.1 ACRES) AND 65078755010030199 (TRACT 3.1 - 1.000 ACRE), DCAD; CITY OF WILMER EXTRATERRITORIAL JURIS-DICTION (ETJ), DALLAS COUNTY, TEXAS; AND BEING FULLY DESCRIBED IN EXHIBITS "A" AND "B", ATTACHED HERETO; WITH AN ANNEXATION SERVICE AGREEMENT BEING FULLY DESCRIBED IN EXHIBIT "B"; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City is a duly constituted Type "A" General Law City pursuant to Chapter 6, Local Government Code, as amended, and

WHEREAS, pursuant to Chapter 43 Subchapter C-3, Local Government Code, Base 21, LLC, the owner of two tracts of land has voluntarily petitioned the City of Wilmer to annex certain adjacent and contiguous parcels, totaling approximately 43.1-acres along with the adjacent roadway rights-of-way. Generally located on the northwest corner of Lavender Road and Mason Road. The subject property being described as being situated in the Elisha D. Little Survey, Abstract No. 787. Page No. 550; Parcel ID Nos. 65078755010030000 (Tract 3 - 42.1 acres) and 65078755010030199 (Tract 3.1 - 1.000 acre) DCAD, City of Wilmer ETJ, Dallas County, Texas. (the "Property") more fully described in Exhibit "A"-Legal Description w/Survey, and

WHEREAS, the property is (1) contiguous to the City; (2) the owners have entered into Annexation Service Agreement (Exhibit "B") with the City for the provision of services, and (3) the property is entirely owned by the petitioners, and

WHEREAS, the City Council has determined that all requirements of Chapter 43 Subchapter C-3, Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation,

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

SECTION 1. That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in its entirety.

SECTION 2. That the City Council has heard arguments for and against the annexation and has determined to grant the petition for annexation.

SECTION 3. That the Property described in Exhibits "A"-Legal Description w/Survey, attached hereto and incorporated herein for all proposes, be and is hereby annexed and brought within the corporate limits of the City of Wilmer, Dallas County,

Texas, and same is hereby made an integral part hereof. That all provision of services shall be in accordance with the attached Annexation Service Agreement (Exhibit "B").

SECTION 4. That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Wilmer, Texas.

SECTION 6. That the City Administrator is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add territory hereby annexed as required by law.

SECTION 7. That this Ordinance shall become effective after its passage.

SECTION 8. That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Dallas County, Texas.

SECTION 9. If any section, subsection, sentence, phrase, or word of this Ordinance be found illegal, invalid, or unconstitutional or any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph, or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph, or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 10. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

SECTION 11. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

SECTION 12. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

With a quorum present, by motion duly made, seconded, and passed with an affirmative vote of all the Council members present, the requirement for adoption of this Ordinance having been met.

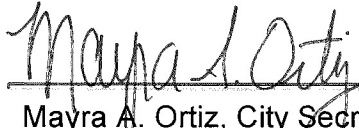
SECTION 13. A Written Service Plan was prepared in accordance with applicable provision of State law pertaining to annexation is attached hereto as **Exhibit B** and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 14. The City Secretary is hereby directed to file a certified copy of this

ordinance with the County Clerk of Dallas County, Texas, and with other appropriate officials and agencies as required by state and federal law.

DULY PASSED and approved by the City Council of the City of Wilmer, Texas, on the 4th day of August, 2022.

ATTEST:



Mayra A. Ortiz, City Secretary

APPROVED:



Sheila Petta, Mayor

APPROVED AS TO FORM:



Michael B. Halla, City Attorney

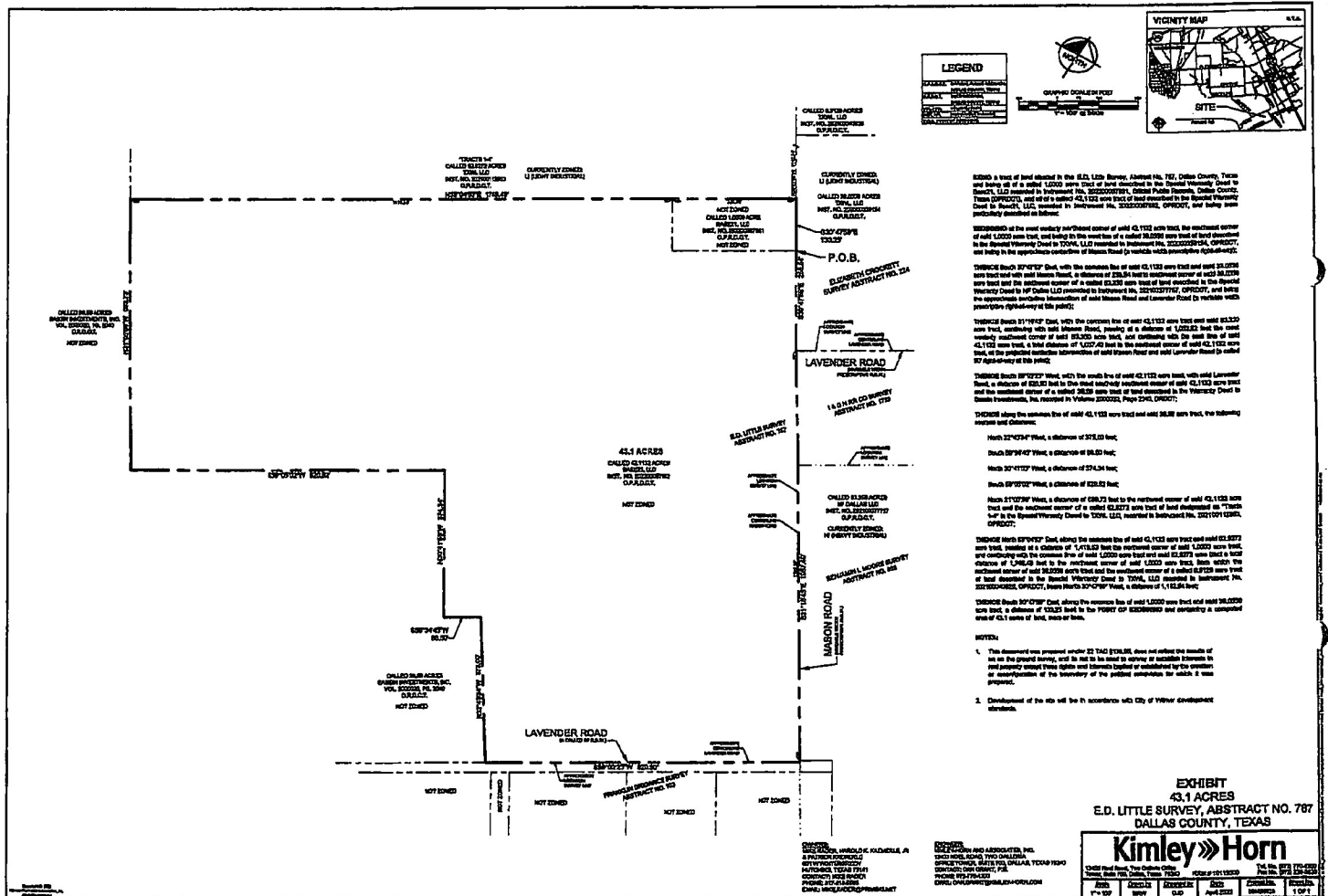


EXHIBIT "A"

PROPERTY DESCRIPTION

BEING a tract of land situated in the E.D. Little Survey, Abstract No. 787, Dallas County, Texas and being all of a called 1.0000 acre tract of land described in the Special Warranty Deed to Base21, LLC recorded in Instrument No. 202200067881, Official Public Records, Dallas County, Texas (OPRDCT), and all of a called 42.1132 acre tract of land described in the Special Warranty Deed to Base21, LLC, recorded in Instrument No. 202200067882, OPRDCT, and being more particularly described as follows:

BEGINNING at the most easterly northeast corner of said 42.1132 acre tract, the southeast corner of said 1.0000 acre tract, and being in the west line of a called 39.0556 acre tract of land described in the Special Warranty Deed to TXWL LLC recorded in Instrument No. 202000359154, OPRDCT, and being in the approximate centerline of Mason Road (a variable width prescriptive right-of-way);

THENCE South 30°47'59" East, with the common line of said 42.1132 acre tract and said 39.0556 acre tract and with said Mason Road, a distance of 258.54 feet to southwest corner of said 39.0556 acre tract and the northwest corner of a called 83.350 acre tract of land described in the Special Warranty Deed to NF Dallas LLC recorded in Instrument No. 202100377757, OPRDCT, and being the approximate centerline intersection of said Mason Road and Lavender Road (a variable width prescriptive right-of-way at this point);

THENCE South 31°16'45" East, with the common line of said 42.1132 acre tract and said 83.350 acre tract, continuing with said Mason Road, passing at a distance of 1,052.52 feet the most westerly southwest corner of said 83.350 acre tract, and continuing with the east line of said 42.1132 acre tract, a total distance of 1,057.40 feet to the southeast corner of said 42.1132 acre tract, at the projected centerline intersection of said Mason Road and said Lavender Road (a called 50' right-of-way at this point);

THENCE South 59°02'25" West, with the south line of said 42.1132 acre tract, with said Lavender Road, a distance of 820.50 feet to the most southerly southwest corner of said 42.1132 acre tract and the southeast corner of a called 36.59 acre tract of land described in the Warranty Deed to Sassin Investments, Inc. recorded in Volume 2000020, Page 2040, DRDCT;

THENCE along the common line of said 42.1132 acre tract and said 36.59 acre tract, the following courses and distances:

North 32°45'34" West, a distance of 375.00 feet;

South 59°34'45" West, a distance of 98.50 feet;

North 30°41'55" West, a distance of 374.34 feet;

South 59°05'02" West, a distance of 820.52 feet;

North 31°05'56" West, a distance of 699.73 feet to the northwest corner of said 42.1132 acre tract and the southwest corner of a called 62.9272 acre tract of land designated as

EXHIBIT "A"

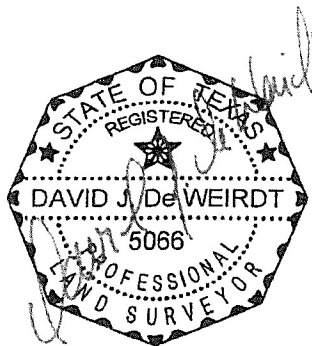
"Tracts 1-4" in the Special Warranty Deed to TXWL LLC, recorded in Instrument No. 202100112863, OPRDCT;

THENCE North 59°04'53" East, along the common line of said 42.1132 acre tract and said 62.9272 acre tract, passing at a distance of 1,419.59 feet the northwest corner of said 1.0000 acre tract, and continuing with the common line of said 1.0000 acre tract and said 62.9272 acre tract a total distance of 1,746.49 feet to the northeast corner of said 1.0000 acre tract, from which the northwest corner of said 39.0556 acre tract and the southwest corner of a called 6.5129 acre tract of land described in the Special Warranty Deed to TXWL, LLC recorded in Instrument No. 202100040926, OPRDCT, bears North 30°47'59" West, a distance of 1,162.54 feet;

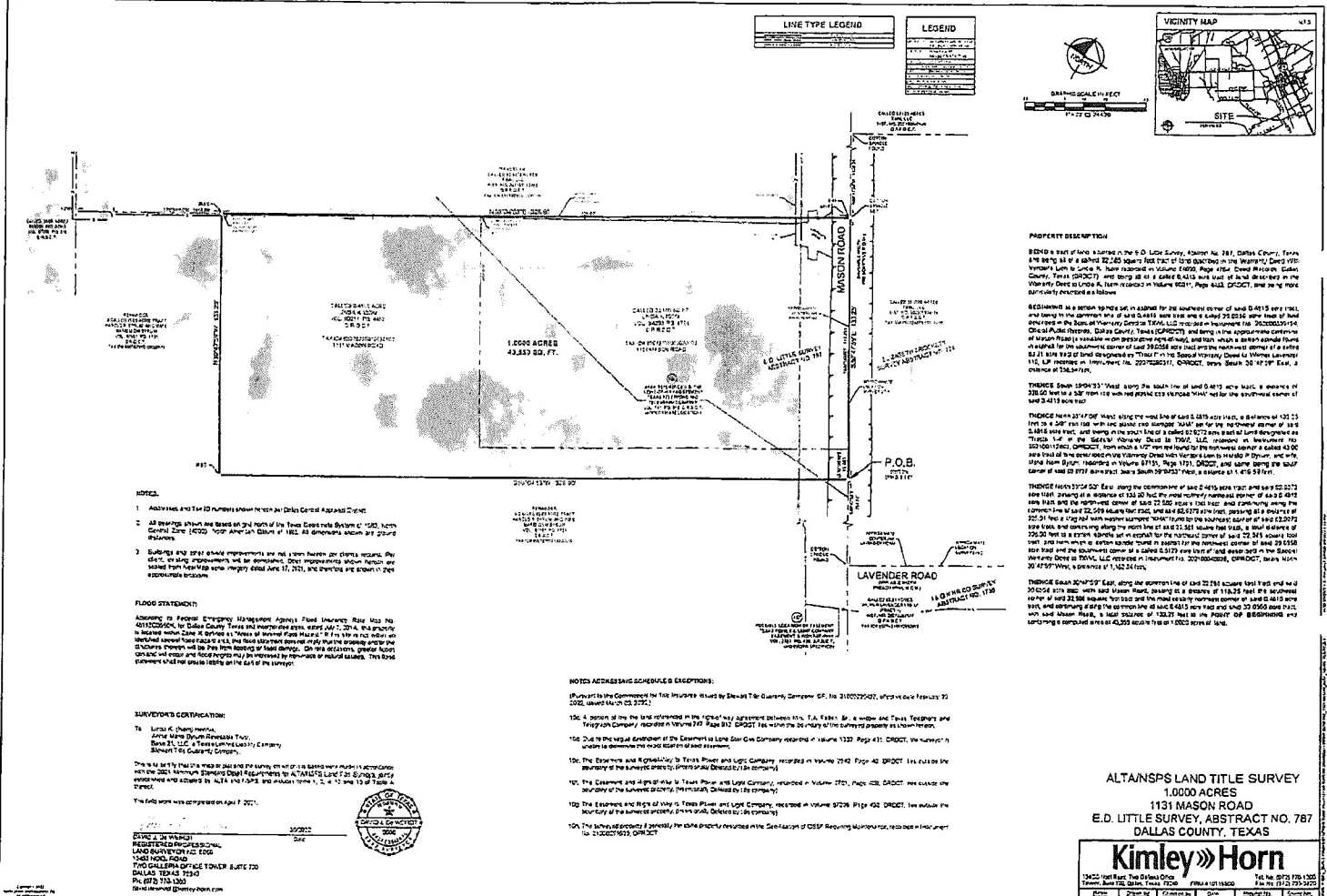
THENCE South 30°47'59" East, along the common line of said 1.0000 acre tract and said 39.0556 acre tract, a distance of 133.25 feet to the **POINT OF BEGINNING** and containing a computed area of 43.1 acres of land, more or less.

NOTES:

1. Bearings based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



5/16/22



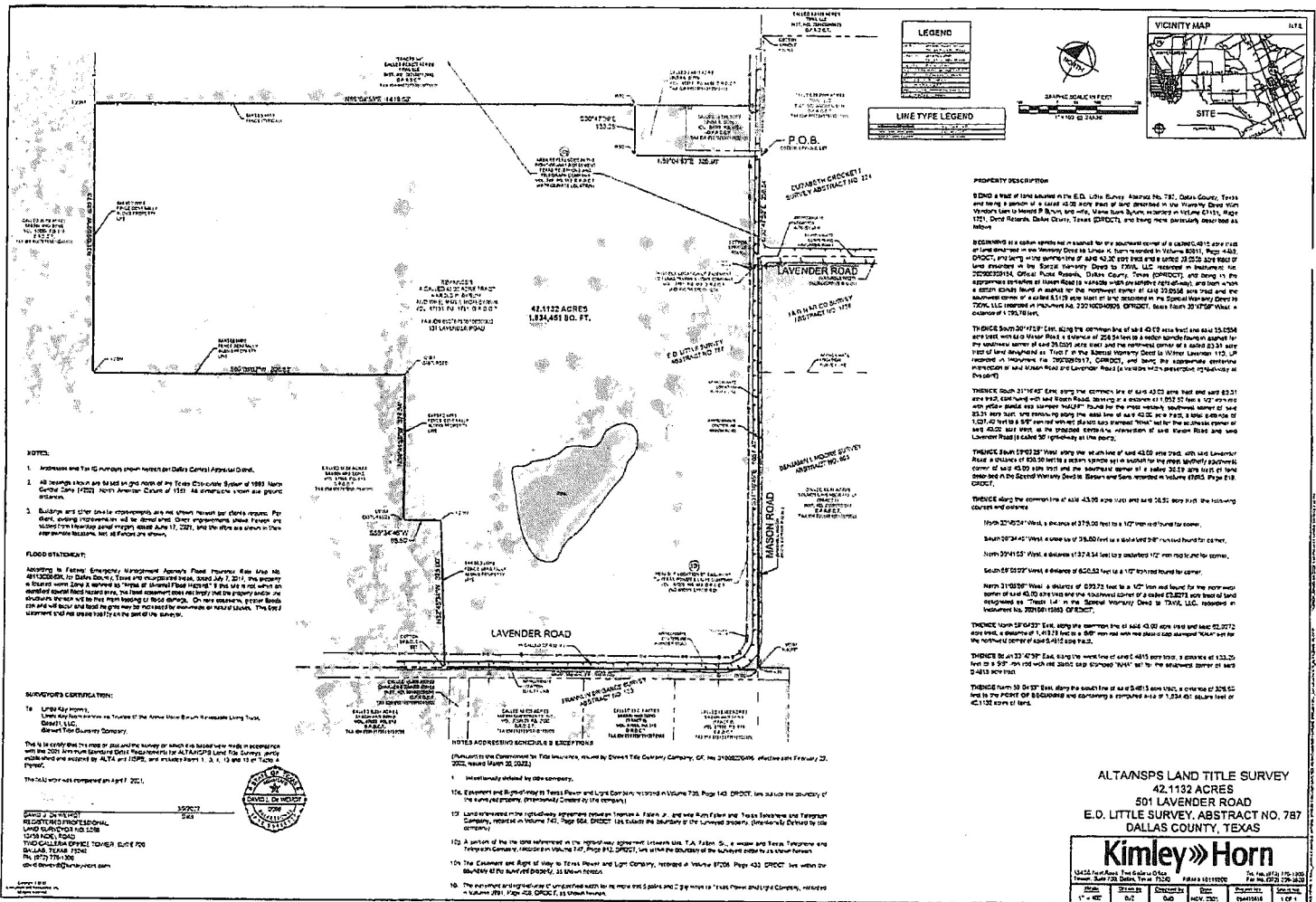


EXHIBIT "B"

ANNEXATION SERVICE AGREEMENT BETWEEN THE CITY OF WILMER AND BASE 21, LLC

As required by Section 43.0672 of the Texas Local Government Code, this Annexation Service Agreement (this "Agreement") shall serve as a written agreement between the City of Wilmer, Texas (the "City") and BASE 21, LLC ("the Owner"), owner of the Annexed Area (collectively, the "Parties") concerning the provision of services to the territory described in the attached and incorporated Exhibit "A" - Legal Description W/Survey (the "Annexed Area").

WHEREAS, Chapter 43 of the Texas Local Government Code provides that areas annexed into the City are entitled to all rights and privileges as other citizens of the City; and

WHEREAS it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 Subchapter C-3 of the Texas Local Government Code to annex the subject property into the City.

NOW THEREFORE, the Parties agree as follows concerning the services that are to be provided within the Annexed Area on the effective date of the annexation:

1. City of Wilmer water service will be available to the property upon application by the property owner, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of this Agreement. Unless otherwise agreed upon, City water service will be provided to the Annexed Area by extension of existing lines, sized and installed in accordance with the Technical Construction Standards and Specifications (TCSS) as adopted or amended, by the Owner and dedicated to the City for those facilities located in a public right-of-way and/or easement.
2. City of Wilmer sewer service will be available to the property upon application by the property owner, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of this Agreement. Unless otherwise agreed upon, City sewer service will be provided to the Annexed Area by extension of existing lines, sized and installed in accordance with the Technical Construction Standards and Specifications (TCSS) as adopted or amended, by the Owner and dedicated to the City for those facilities located in a public right-of-way and/or easement..
3. The Wilmer Fire Department shall serve the property, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of this Agreement
4. Emergency Medical Services (EMS) shall be provided by the Wilmer Fire Department twenty-four (24) hours a day, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of this Agreement.
5. The Wilmer Police Department shall patrol the property, at a level consistent with current methods and procedures presently provided to similar areas of the City, on the effective date of this Agreement.
6. Operation and maintenance of public streets in the annexed area will be provided by the City on the effective date of this Agreement. The City will coordinate any request for street lighting with the local electric provider in accordance with City policy.
7. Any future development on the property will be required to comply with the City's subdivision regulations regarding the construction of any roadway, installation of traffic signals, signs, street markings and other traffic control devices, including street lighting. The City will only maintain future

development of public roadways when they are constructed to City specifications as set forth in the City's subdivision and related regulations.

8. Solid waste services are available through a franchise agreement with Waste Management and the City to provide services to all residents and nonresidential entities according to the schedule as delineated in the contract.
9. Land Use Regulation: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area. Any lawful uses and structures existing at the time of annexation may continue, even if they are not permitted under current City ordinances.
10. Application for services by the property owner will be approved following submittal to the City.
11. To the extent the City is not providing any of the foregoing services, the City shall commence providing such services within the Annexed Area on the same schedule and the same terms as such services are provided in other areas of the City.
12. The Parties agree that the terms of this Agreement will not provide any fewer services, and it will not provide a lower level of service in the Annexed Area than were in existence in such area at the time immediately preceding the annexation process.
13. The Parties agree that the City is not required to provide a service in the Annexed Area that is not included in this Agreement.

EXECUTED ON THIS 4th DAY OF August, 2022.

CITY OF WILMER, TEXAS

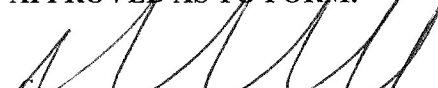
APPROVED:


Sheila Petta, Mayor

ATTEST:

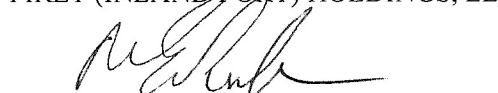

Mayra Ortiz, City Secretary

APPROVED AS TO FORM:


Michael Halla, City Attorney

APPROVED:

PIRET (INLAND PORT) HOLDINGS, LLC


Mike Rader, Manager

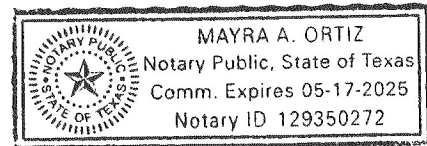
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of August, 2022, by Mike Rader ("the Owner – PIRET (INLAND PORT) HOLDINGS, LLC") owner of the Annexed Area.

Mayra A. Ortiz
Notary Public, State of Texas



May 17, 2025
My Commission Expires

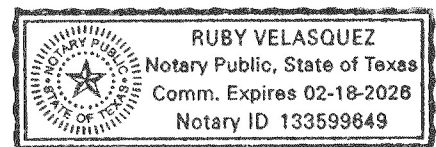
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of August, 2022, by Sheila Petta, Mayor for the City of Wilmer, on behalf of the Grantee, City of Wilmer, a political subdivision of the State of Texas.

Ruby Velasquez
Notary Public, State of Texas



February 18, 2022
My Commission Expires

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202200216424

eRecording - Real Property

Recorded On: August 09, 2022 08:12 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$66.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202200216424
Receipt Number: 20220808001077
Recorded Date/Time: August 09, 2022 08:12 AM
User: Roger J
Station: CC63

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX