

RESOLUTION NO. 2016-R-13

A RESOLUTION ACCEPTING A NOTICE OF INTENT TO TERMINATE FROM MOUNT HEBRON BAPTIST CHURCH, INC. REGARDING TERMINATION OF THE DEVELOPMENT AGREEMENT DATED MAY 13, 2014 BETWEEN THE CITY OF MANVEL AND MOUNT HEBRON BAPTIST CHURCH, INC. PROVIDING FOR CONTINUATION OF EXTRATERRITORIAL STATUS OF PROPERTY ORIGINALLY PROPOSED FOR ANNEXATION; DECLARING THE INTENTION OF THE CITY OF MANVEL, TEXAS, TO ANNEX THE TERRITORY COVERED BY THE DEVELOPMENT AGREEMENT DATED MAY 13, 2014, SAID PROPERTY GENERALLY LOCATED AT COUNTY ROAD 48, SOUTH OF PALM DESERT DRIVE, AND MORE SPECIFICALLY DESCRIBED IN THE DEVELOPMENT AGREEMENT; DESCRIBING SUCH TERRITORY; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION FOR IMPLEMENTATION OF THE MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED.

* * * * *

WHEREAS, in 2014 the City proposed to annex into the City limits certain territory located off of County Road 48, south of Palm Desert Drive, (Property) owned by Mount Hebron Baptist Church, Inc. (Landowner); and

WHEREAS, the Property consists of 4 tracts totaling approximately 33.684 acres and 2 tracts totaling approximately 10.00 acres of land, described in Exhibit A, attached hereto and made a part hereof (the Property);

WHEREAS, because the Property was appraised as land for agricultural, timber, or wildlife management use under the Tax Code, the City entered into a Development Agreement with Mount Landowner, pursuant to Sections 43.035 and 212.172 of the Local Gov't Code, to provide for the continuation of extraterritorial status of the Property and to authorize the City to enforce all ordinances, regulations, and planning authority of the City that did not interfere with the use of the Property for agricultural purposes; and

WHEREAS, section 2 of the Development Agreement states that, in the event the Property is not used for agricultural purposes and/or is not appraised for ad valorem tax purposes as land for agricultural use, the City is authorized to annex, the Property into the corporate limits of the City;

WHEREAS, Landowner has divided the Property and sold and conveyed an approximately 11 acre tract of land which is proposed for a non-agricultural use; and

WHEREAS, additionally, section 15 of the Development Agreement provides that after receipt of a Notice of Intent to Terminate, the City is authorized to complete procedures to annex into the corporate limits of the City the Property of the originally proposed area to be annexed; and

WHEREAS, the City has received a Notice of Intent to Terminate from Landowner, dated May 26, 2016; and

WHEREAS, further, section 2 of the Development Agreement and section 43.035(d) of the Local Gov't Code provide that, if any type of subdivision plat or related development document regarding the Property was filed with a governmental entity that has jurisdiction over the Property, any limitation in the Development Agreement is void and the City is authorized by law to annex, the Property into the corporate limits of the City; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS:

Section 1. The City hereby accepts the Notice of Intent to Terminate from Landowner, dated May 26, 2016. Additionally, the City acknowledges the division of the Property, and the anticipated non-agricultural use.

Section 2. The City Council of the City of Manvel, Texas (the "City") hereby declares its intention to annex to the City by the passage of an ordinance the Property that was subject to the Development Agreement dated May 13, 2014. The Property consists of 4 tracts totaling approximately 33.684 acres and 2 tracts totaling approximately 10.00 acres of land and is generally located in the vicinity of County Road 48, south of Palm Desert Drive, in the City of Manvel. The Property is more particularly described and shown in Exhibit "A" attached hereto and made a part hereof.

Section 3. The City Council of the City hereby calls two public hearings at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. The first public hearing shall be held in the City Council Chambers, located at 20025 Morris Avenue, Manvel, Texas, at 7:00 p.m. on Monday, July 25, 2016. The second public hearing shall be held in the City Council Chambers, located at 20025 Morris Avenue, Manvel, Texas, at 7:00 p.m. on Monday, August 1, 2016. The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than twenty (20) days nor more than forty (40) days subsequent to such public hearings.

Section 4. City Staff is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing. City Staff is hereby directed also to cause notices of such public hearings to be given by publication on the City's internet website.

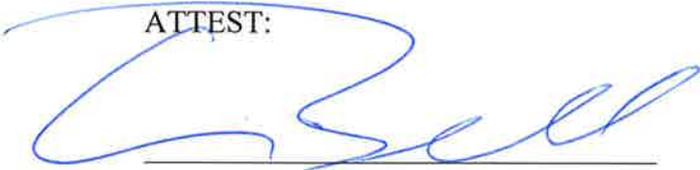
Section 5. City Staff is hereby directed to review the service plan attached as Exhibit B to the Development Agreement and to be prepared for its implementation, providing for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the Texas Local Government Code.

PASSED AND APPROVED in Manvel, Texas this 13 day of June, 2016.

CITY OF MANVEL, TEXAS

Delores M. Martin
Delores Martin, Mayor

ATTEST:



Tammy Bell, City Secretary

APPROVED:



Bobby Gervais, City Attorney



EXHIBIT "A"

Territory to be Annexed

Property Identification #: 15803
 Geo ID: 0298-0005-000
 Site Address: COUNTY ROAD 48
 Property Type: Road
 Site Code: EI

Property Information: 2016
 Legal Description: A-299 H T & B R R TRACT 1-2 ACRES 23 054
 Alias: AG299
 Neighborhood: SALADO WEST
 Appraised Value: \$432,110.00
 Jurisdiction: EMI-JAL, DR4 OBC, SAL CAD FD0

Owner Identification #: 215708
 Name: MOUNT HEBRON BAPTIST CHURCH INC
 Exemptions: 05A
 DSA: null



Brazoria CAD Map Search
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CITY OF MANVEL

http://www.cityofmanvel.com

PO Box 187
Manvel, Texas 77578

Phone: (281) 489-0630
Fax: (281) 489-0634

2014024486 AGREEMENT
Total Pages: 18
MC

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Development Agreement (the "Agreement") is entered into this 13th day of MAY, 2014, by and between the City of Manvel, Texas (the "City"), a home rule municipal corporation, and MOUNT HEBRON BAPTIST CHURCH INC (the "Landowner"), owner of a certain hereinafter described property located within the City's extraterritorial jurisdiction.

WHEREAS, the Landowners own 4 tracts totaling approximately 33.684 acres and 2 tracts totaling approximately 10.00 acres of land described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is eligible to be subject to a development agreement under Subchapter G of Chapter 212 of the Texas Local Government Code (the "LGC") and is appraised for ad valorem purposes as land for agricultural use under Chapter 23 of the Texas Tax Code; and

WHEREAS, the City has offered to enter into a development agreement with the Landowner, pursuant to Sections 43.035 and 212.172 of the LGC, that would guarantee for a term, the continuation of extraterritorial status of the Property and authorize the City to enforce all ordinances, regulations, and planning authority of the City that do not interfere with the use of the Property for agricultural purposes; and

WHEREAS, the Landowner desires to enter into this Development Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the parties agree as follows:

1.

The City agrees that, except as may be otherwise authorized hereunder, the Property shall continue to have an extraterritorial status with the City and be immune from annexation by the City for a period that is the earlier of (i) ten (10) years from the date hereof (the "Ten-Year Period"); or (ii) upon receipt by the City of a Notice of Intent to Terminate from the Landowner as provided below.

2.

It is understood and agreed by the parties that, in the event the Property is not used for agricultural purposes and/or is not appraised for ad valorem tax purposes as land for agricultural use, if any type of subdivision plat or related development document regarding the Property is filed with a governmental entity that has jurisdiction over the Property, or any building

construction is commenced or application is made to construct a building on the Property, during the earlier of (i) the Ten-Year Period, or (ii) the Date of Termination of this Agreement by Landowner as provided below, the Landowner hereby consents to annexation of, and the City shall be authorized to annex, the Property into the corporate limits of the City.

3.

The parties agree, that during the earlier of (i) the Ten-Year Period, or (ii) the Date of Termination of this Agreement by Landowner as provided below, the City shall be authorized to enforce over, on, and within the Property, and the Landowner shall, in the use and occupancy of the Property, be subject to any statute of the State of Texas and all ordinances, rules, and regulations set forth in the City's Code of Ordinances, in the same manner that the statute, ordinances, rules, and regulations are applied and enforced within the City's boundaries. Such ordinances, rules, and regulations of the City shall include, but not be limited to, land use and development regulations, subdivision and planning authority, and environmental law or regulation. Provided, however, the City's application and enforcement of any such statute, ordinance, rule, or regulation shall not materially interfere with Landowner's use of the Property for agricultural purposes.

4.

The Landowner covenants and agrees that, during the earlier of (i) the Ten-Year Period, or (ii) the Date of Termination of this Agreement by Landowner as provided below: (1) the Property shall be used for agricultural purposes only; (2) the Landowner will not construct, or allow to be constructed, any building on the Property that would require a building permit if the Property were within the City's corporate limits (except Landowner shall be permitted to construct buildings and structures that are primarily for agricultural purposes); (3) the Landowner will not subdivide the Property, or allow subdivision of the Property; (4) no portion of the Property will be used as a sexually oriented business; and (5) no billboards will be erected on the Property within view of any public road, or any future dedicated public right-of-way.

5.

Landowner agrees to and accepts the Municipal Service Plan attached hereto as Exhibit B and made a part hereof, to be effective and applicable to the Property upon the annexation of the Property into the City.

6.

The parties agree that this Agreement shall not constitute a permit under Chapter 245 of the Texas Local Government Code. Furthermore, Landowner specifically waives any and all vested rights to which he or his successors may be entitled under Chapter 43, Section 43.002, and Chapter 245 of the Texas Local Government Code until termination of this Agreement. Provided, further, in the event of termination of this Agreement prior to the Ten-Year Period, such waiver of vested rights shall not terminate until the Property is effectively annexed into the City.

7.

The parties agree that concurrent with the negotiation and execution of this Agreement, the City has initiated proceedings to annex the Property, and that the City will not complete such

annexation so long as this Agreement is in effect, consistent with chapter 43 of the Texas Local Government Code. Upon termination of this Agreement, it is understood and agreed by the parties that this Agreement shall constitute consent for annexation and the City shall be authorized to annex the Property into the corporate limits of the City based on this voluntary petition.

8.

It is understood and agreed by the parties that nothing herein shall affect the city's authority under any provision of law, and where consistent with the Texas Constitution, to exercise the right of eminent domain for a public purpose to acquire easements or fee of all or any portion of the Property.

9.

This Agreement constitutes the entire agreement between the parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter hereof.

10.

The Landowner shall, in the event of a breach or threatened breach by the City, be entitled to the remedies of injunctive relief and specific performance. In the event of a breach or threatened breach by the Landowner, the City will be entitled to all injunctive and specific performance, as well as all other legal and equitable remedies which may also be available, as a result of a breach of this Agreement.

11.

The provisions hereof shall run with the Property and be binding upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors and assigns of the parties hereto. This Agreement may be recorded in the deed records of Brazoria County.

12.

Notices or other communication hereunder will be in writing and will be sent certified or registered mail, return receipt requested, or by a national overnight courier company, or by personal delivery. Notice will be deemed given upon receipt or refusal to accept delivery. Any party may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the Landowner and the City are as follows:

Landowner:

MT. HEBRON MBC
7817 CALHOUN RD.
HOUSTON, TX 77087
Dr. M. A. Miller Jr.

City:

City of Manvel
20025 Morris Ave (Hwy 6)
Manvel, Texas 77578
Attn: City Manager

13.

This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

14.

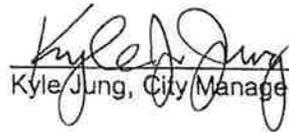
If any term or provisions of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired, or affected.

15.

This Development Agreement may be terminated in whole or in part by the Landowner prior to the end of the Ten-Year Period provided that the City receives notice of intent to terminate ("Notice of Intent to Terminate") from either Landowner at least one hundred twenty (120) days prior to the date of termination ("Date of Termination"). After receipt of such Notice of Intent to Terminate, the City shall be authorized to complete procedures to annex into the corporate limits of the City the Property of the originally proposed area to be annexed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above, in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

CITY OF MANVEL, TEXAS



Kyle Jung, City Manager

ATTEST:



Tammy Bell, City Secretary



LANDOWNERS:

Mt. Hebron Missionary B.C.
7017 Calhoun St.
HOUSTON, TEXAS 77033

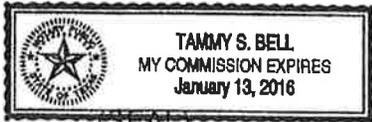
Rev. M.A. Miller Jr.

THE STATE OF TEXAS

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§
§

COUNTY OF BRAZORIA

This instrument was acknowledged before me on this 21 day of May 2014, by Kyle J. Jung, City Manager of the City of Manvel, Texas, for and on behalf of the City.



(SEAL)

[Signature]
Notary Public In and For the State of Texas

THE STATE OF TEXAS

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§
§

COUNTY OF Harris

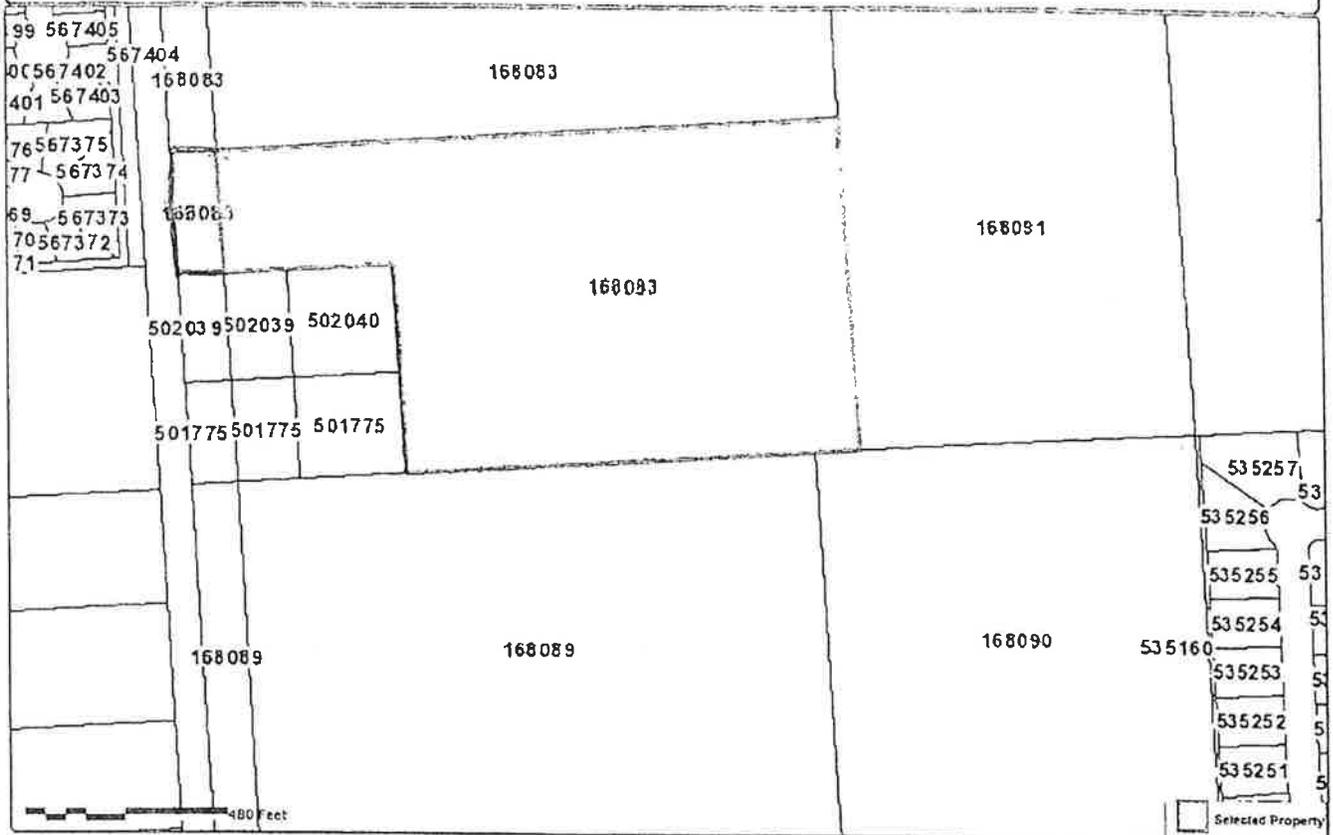
This instrument was acknowledged before me on this 16 day of May 2014, by Rev. Mart. Miller Jr.



(SEAL)

[Signature]
Notary Public In and For the State of Texas

Brazoria CAD - Map of Property ID 168083 for Year 2014



Property Details

Account

Property ID: 168083
 Geo ID: 0299-0005-000
 Type: Real
 Legal Description: A0299 H T & B R R TRACT 1-2 ACRES 33.684

Location

Situs Address: COUNTY ROAD 48 ,
 Neighborhood: SAL-NORTHWEST
 Mapsco:
 Jurisdictions: CAD, DR4, EM3, GBC, JAL, RDB, SAL

Owner

Owner Name: MOUNT HEBRON BAPTIST CHURCH INC
 Mailing Address: , 7817 CALHOUN RD, , HOUSTON, TX 77033-3500

Property

Appraised Value: \$209,180.00

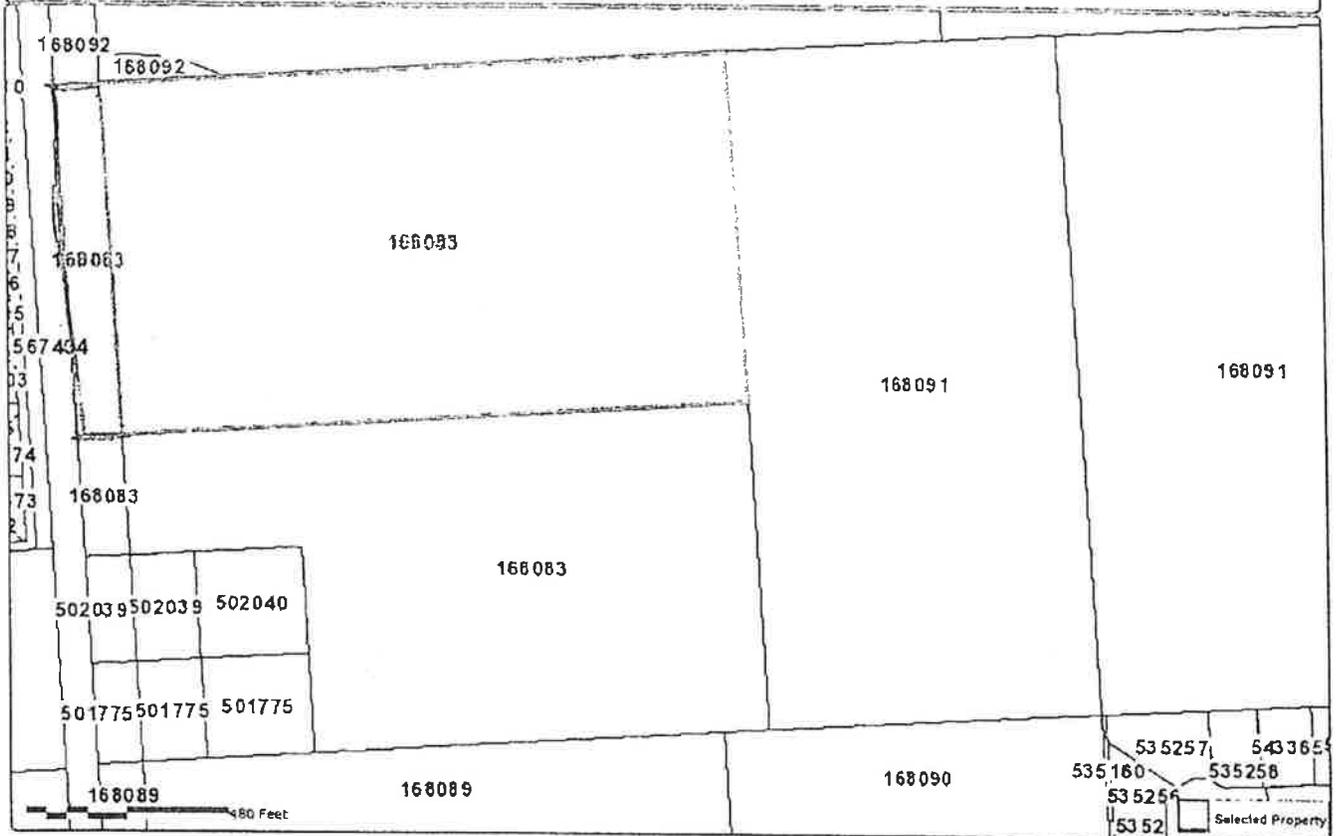
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EXHIBIT A

Brazoria CAD - Map of Property ID 168083 for Year 2014



Property Details

Account

Property ID: 168083
 Geo ID: 0299-0005-000
 Type: Real
 Legal Description: A0299 H T & B R R TRACT 1-2 ACRES 33.684

Location

Situs Address: COUNTY ROAD 48 ,
 Neighborhood: SAL-NORTHWEST
 Mapsco:
 Jurisdictions: CAD, DR4, EM3, GBC, JAL, RDB, SAL

Owner

Owner Name: MOUNT HEBRON BAPTIST CHURCH INC
 Mailing Address: , 7817 CALHOUN RD, , HOUSTON, TX 77033-3500

Property

Appraised Value: \$209,180.00

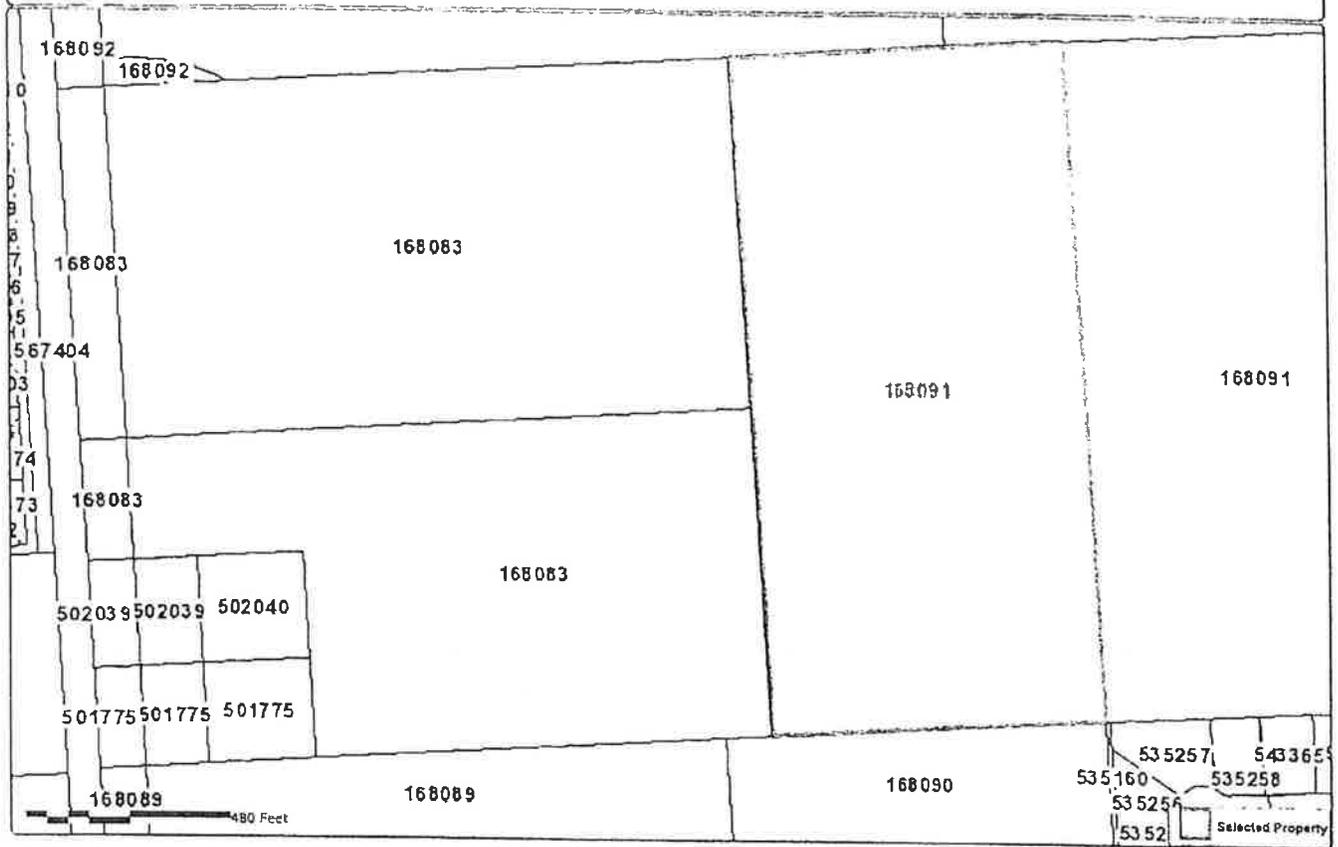
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EXHIBIT A

Brazoria CAD - Map of Property ID 168091 for Year 2014



Property Details

Account

Property ID: 168091
 Geo ID: 0299-0013-000
 Type: Real
 Legal Description: A0299 H T & B R R, TRACT 3-4 (PT), ACRES 10.000

Location

Situs Address: COUNTY ROAD 48 OFF ,
 Neighborhood: SAL-NORTHWEST
 Mapsco:
 Jurisdictions: CAD, DR4, EM3, GBC, JAL, RDB, SAL

Owner

Owner Name: MOUNT HEBRON BAPTIST CHURCH INC
 Mailing Address: , 7817 CALHOUN RD, , HOUSTON, TX 77033-3500

Property

Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/51/168091/2014>

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EXHIBIT A