

ORDINANCE NO. 2021-03

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF LA FERIA BY ANNEXING, FOR FULL PURPOSES, OF 12.7700 ACRES OF LAND OUT OF THE RABB HEIGHTS SUBDIVISION, BLOCK 32, CAMERON COUNTY, TEXAS, DESCRIBED IN DOCUMENT NUMBER 2013-00043683, BOOK OR, VOLUME 19793, PAGE 7; DEED RECORDS OF CAMERON COUNTY, TEXAS; LOCATED AT 1801 SOUTH RABB ROAD; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of La Feria, Texas (the "City") desires to annex approximately 12.7700 acres of land located at 1801 South Rabb Road, more particularly described and depicted in Exhibit "A", with the exhibit being attached hereto and incorporated herein by reference (collectively, the "Property"); and

WHEREAS, pursuant to Chapter 43, Section 43.003, of the Texas Local Government Code, a home-rule municipality may extend the boundaries of the municipality and annex area adjacent to the municipality which are contained in the municipality's extra-territorial jurisdiction (ETJ); and

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code authorizes municipalities to annex an area on the request of all property owners in an area, whereby the City has received a petition for annexation by the property owner for the tract of land further described in Exhibit "A"; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated August 24, 2021, with the owner of the Property regarding the provision

of services to the Property upon annexation, of which the applicable service plan and schedule is attached hereto and incorporated herein as Exhibit "B," and

WHEREAS, the City Commission provided public notice and held a public hearing on July 13, 2021, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, § 43.0673; and

WHEREAS, at such hearings all interested persons were heard concerning the advisability of annexing and zoning such tracts of land; and

WHEREAS, the City Commission of the City of La Feria, finds that the inclusion of such additional area will be of benefit to the City of La Feria; now therefore

BE IT ORDAINED BY THE CITY OF LA FERIA:

- Section 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.
- Section 2.** The Property, lying outside of, but adjacent to and adjoining the City and located within the City's ETJ, is hereby annexed into the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City.
- Section 3.** The City finds annexation of the Property to be in the public interest due the Property promoting economic growth of the City.
- Section 4.** The service plan attached as Exhibit "B" is approved, and municipal services shall be provided to the Property in accordance therewith.
- Section 5.** The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City's Corporate Limits and the City Secretary is directed to file a certified

copy of this Ordinance in the office of the County Clerk of Cameron County, Texas, and in the official records of the City.

Section 6. If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this Commission that every section, paragraph, subdivision, clause phrase, word, or provision hereof shall be given full force and effect for its purpose.

Section 7. This Ordinance will take effect upon its adoption by the City Commission in accordance with the provisions of Article VI, Section 6.03 of the City Charter.

APPROVED, PASSED, AND ADOPTED on this 24th day of August 2021

CITY OF LA FERIA


Olga H. Maldonado, Mayor

ATTEST:


Amanda Morales, City Secretary

EXHIBIT "A"

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF LA FERIA, TEXAS AND ELEAZAR FLORES**

This Municipal Services Agreement ("Agreement") is entered into on this the 24th day of August, 2021 by and between the City of La Feria, Texas, a home-rule municipality of the State of Texas, ("City") and Eleazar Flores ("Owner").

WHEREAS, Owner owns certain parcels of land situated in Cameron County, Texas, which consists of approximately 12.7700 acres, 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"); and

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

WHEREAS, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

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

1. **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.
2. **Property.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
3. **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.
4. **Municipal Services.** Commencing on the effective date of annexation, the City will provide the municipal 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.
5. The City hereby declares the following services to be made available to the property and its owner(s):
 - a. **Police Protection.** The City provides this service.
 - b. **Fire Service.** The City provides this service.
 - c. **Development Services.** The City will provide Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical and plumbing

permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City.

6. **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.
7. **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
8. **Governing Law and Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Cameron County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Cameron County, Texas.
9. **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.
10. **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.
11. **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.
12. **Exhibits.** All exhibits attached to this agreement are incorporated herein for all purposes.
13. **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.
14. **Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY [METES AND BOUNDS]

CITY OF LA FERIA

OWNER

Olga H. Maldonado

Olga H. Maldonado, Mayor

Eleazar Flores

Eleazar Flores

ATTEST:

Amanda Morales

Amanda Morales, City Secretary

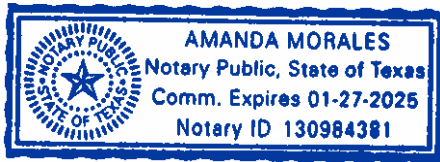
THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the 26 day of August, 2021, by
[insert name of property owner].
Eleazar Flores

Amanda Morales

NOTARY PUBLIC, STATE OF TEXAS

(Seal)



Cameron County
Joe G Rivera
County Clerk
Brownsville, TX 78520



70 2013 00043683

Instrument Number: 2013-00043683

Recorded On: November 13, 2013

As
Real Property

Parties:
To

Billable Pages: 6
Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	46.00
Total Recording:	46.00

***** DO NOT REMOVE. 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: 2013-00043683
Receipt Number: 666925
Recorded Date/Time: November 13, 2013 03:44:31P
Book-Vol/Pg: BK-OR VL-19793 PG-1
User / Station: N Peralez - Cash Stn #9 San Benito S

Record and Return To:

CITY OF LA FERIA
115 EAST COMMERCIAL AVE
LA FERIA TX 78559



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public
Records in Cameron County, Texas

Joe G. Rivera
Cameron County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS § KNOW ALL MEN BY
 §
COUNTY OF CAMERON § THESE PRESENTS

**TEXAS LOCAL GOVERNMENT CODE § 43.035
DEVELOPMENT AGREEMENT**

This Agreement is made and effective this 21st day of October, 2013, by and between the City of La Feria, Texas, hereinafter "the City", and Philip O'Rear and John Petro as individuals and John Petro as Executor of the Estate of Wanda O'Rear Petro, hereinafter "the Owner," whether one or more natural persons or other legal entities, and is as follows:

WHEREAS, the Owner's property described in Exhibit A, hereinafter "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter; and

WHEREAS, Texas Local Government Code §43.035 provides that the City may not annex property appraised for such purposes unless the City first offers to enter a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the Owner and the City acknowledge that this Agreement between them is binding upon the City and the Owner and Owner's respective successors and assigns; and,

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Cameron County; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE BE IT MUTUALLY AGREED AS FOLLOWS:

1. Identification of the Property. The Property is generally described as 12.77 acres in the Rabb Heights Subdivision, Block 32, Cameron County, Texas. The Cameron County Appraisal District tax account number(s) for the Property are Account No. 182347, Geo ID No. 85-8540-0320-0000-00, and is appraised for agricultural use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City for so long as the Property is not subdivided and continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter. This provision does not prohibit annexation with the consent of the Owner.

3. Application of Municipal Regulations. All regulations and planning authority of the City that do not interfere with the use of the land for agriculture, wildlife management or timber use may be enforced with respect to the Property. Such regulations and planning authority may be enforced as they now exist or may hereafter be established or amended and this Agreement shall not be deemed a permit for the purposes of Texas Local Government Code (Tx LGC) Chapter 245.

4. Annexation upon Subdivision or Change of Use. The Owner shall continue to use the Property solely for agricultural, wildlife management or timber use and may not subdivide or develop the Property in any manner that would require a plat of the subdivision to be filed with any governmental entity having jurisdiction over the Property. If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then, in addition to the City's other remedies, the Property will be subject to annexation, at the discretion of the City Commission City, either in whole or in part. The parties agree that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by Owner. If annexation proceedings begin pursuant to this section, the Owners acknowledge that such a petition constitutes an exception to Tx LGC §43.052, requiring certain statutory procedures under an annexation plan. Additionally, the City shall follow the procedures as provided for in §43.065 of the Tx LGC for provision of services to the proposed annexed area. Furthermore, the Owner hereby waives any and all vested rights and claims that he or she may have under §43.002(a)(2) and Chapter 245 of the Tx LGC that would otherwise exist.

Provided, however, that the Owner may construct an accessory structure to an existing single family dwelling in compliance with all applicable ordinances and codes of the City and further that such accessory building shall be used solely in conjunction with a single family residential use and no business or commercial use shall be established within any newly constructed accessory building.

If the Owner petitions the City for all or a portion of the Owner's Property to be annexed, then the City will promptly proceed with annexation of that property.

5. **Term.** The primary term of this Agreement shall be fifteen (15) years commencing upon the effective date first set forth above. This Agreement shall be automatically renewed and extended for two (2) subsequent fifteen (15) year terms unless, at least sixty (60) days prior to the expiration of the term either party shall give written notice to the other of the party's intent to terminate the Agreement at the end of the current term. The maximum duration of this Agreement may not exceed forty-five (45) years.

6. **Agreement a Covenant Running With the Land.** This Agreement shall be recorded in the Real Property Records of Cameron County, Texas and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

7. **Notice Upon Sale of the Property.** Prior to the sale or conveyance of any portion of the Property the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

8. **Form and Delivery of Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be delivered in hand or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent Cameron County property tax roll. Notice to City shall be addressed as follows:

City Manager
City of La Feria
115 East Commercial Avenue
La Feria, Texas 78559-5002

9. **Severability.** Invalidation of any provision of this Agreement by judgment or court order shall not invalidate any of the remaining provisions which shall remain in full force and effect.

10. **Enforcement.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Entry into this Agreement by Owners waives no rights as to matters not addressed in this Agreement.

11. **Change in Law.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

12. **Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

13. **Provisions Severable.** If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

14. **Governing Law and Venue.** This Agreement shall be governed by the law of the State of Texas and construed in conformity with the provisions of Tx LGC §43.035. Venue for this Agreement shall be in Cameron County, Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

THE CITY OF LA FERIA, TEXAS

By: Steve Brewer
Steve Brewer, Mayor

OWNER(S)

Philip O'Rear
Philip O'Rear, Individual

John F. Petro
John Petro, Individual

John F. Petro
John Petro, as Executor of the Estate of Wanda O'Rear Petro

STATE OF TEXAS §

COUNTY OF CAMERON §

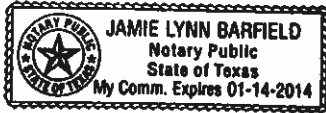
This instrument was acknowledged before me on the 16th day of November 2013, by Steve Brewer, Mayor of the City of La Feria.



Paula M. Rodriguez
Notary Public, STATE TEXAS

STATE OF TEXAS §
§
COUNTY OF CAMERON §

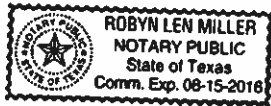
This instrument was acknowledged before me on the 29 day of October, 2013,
by Philip O'Rear as an individual.



Jamie L. Barfield
Notary Public, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF CAMERON §

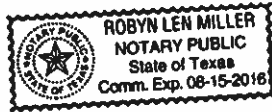
This instrument was acknowledged before me on the 4 day of November, 2013,
by John Petro as an individual.



Robyn Len Miller
Notary Public, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF CAMERON §

This instrument was acknowledged before me on the 4 day of November, 2013,
By John Petro as Executor of the Estate of Wanda O'Rear Petro.



Robyn Len Miller
Notary Public, STATE OF TEXAS

After Recording Return to:

**City Secretary
City of La Feria
115 East Commercial Avenue
La Feria, Texas 78559**

Doc 8k Vol Pg
00043683 OR 19793 7

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Nov 13, 2013 at 03:44P

Document Number: 00043683

By
Norma Peralez
Joe G Rivera, County Clerk
Cameron County