



The City of Liberty
City Council
Special Called Meeting
~ Agenda ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, February 28, 2017

12:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett	☐	☐	☐	
Mayor Pro Tem Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Louie Potetz	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	
Councilperson Paul Glazener	☐	☐	☐	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

III. PRESENTATIONS / REPORTS

1. Information Item (ID # 3726)

Project Updates - City Mgr. G. Broz

2. Information Item (ID # 3727)

Finance Report - Finance Dir. N. Herrington

IV. REGULAR AGENDA

A. Regular Session

1. Ordinance (ID # 3725)

Consider adoption of an Ordinance of the City of Liberty, Texas annexing a 224 acre (0.35 square miles) tract of land, providing for the extension of certain boundary limits of the City to

include certain territory described by Liberty County Appraisal District Records as Property ID #13399 and #13305; providing that annexed territory bears pro rata part of taxes; adopting a Service Plan for the annexed properties; authorizing the Mayor to execute a Development Agreement for property identified by Liberty County Appraisal District Records as Property ID #13567 for the property to remain in the extraterritorial jurisdiction of the City; providing a savings clause; and dispensing with the requirement of Section 3.10 of the Home Rule Charter that all ordinances be read on two separate days.

- Ord Phase III-Exhibit 1-Prop Annexed (PDF)
- Ord Phase III-Exhibit 2-Service Plan (PDF)
- Ord-Phase III-Exhibit 3-Ag Dev Agrmnt (PDF)
- Ord-Phase III-Exhibit 4-Map Annexed & Not Annexed (PDF)

2. Resolution (ID # 3728)

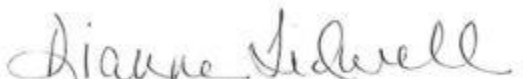
Consider a Resolution declaring the intention of the City of Liberty, Texas, to annex certain territory described as .8 square miles beginning at southeast corner of the Baylor University Tract recorded in the Official Public Records, Liberty County, Texas having coordinates of N:9988894.72, E:4053081.60; 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 of a Municipal Service Plan for the territory proposed to be annexed.

- Resolution of Intent-Exhibit A (PDF)

V. ADJOURNMENT

Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 23rd day of February, 2017 at 3:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Dianne Tidwell, City Secretary

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2017.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.1

Meeting: 02/28/17 12:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3726)

DOC ID: 3726



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.2

Meeting: 02/28/17 12:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 3727)

DOC ID: 3727



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.1

Meeting: 02/28/17 12:00 PM

Department: Administration
Category: Annexation

ORDINANCE (ID # 3725)

DOC ID: 3725

AN ORDINANCE OF THE CITY OF LIBERTY, TEXAS ANNEXING A 224 ACRE (0.35 SQUARE MILES) TRACT OF LAND, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY TO INCLUDE CERTAIN TERRITORY DESCRIBED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID #13399 AND #13305; PROVIDING THAT ANNEXED TERRITORY BEARS PRO RATA PART OF TAXES; ADOPTING A SERVICE PLAN FOR THE ANNEXED PROPERTIES; AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT FOR PROPERTY IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID #13567 FOR THE PROPERTY TO REMAIN IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING A SAVINGS CLAUSE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, the Texas Local Government Code Section 43.021 allows a home-rule municipality to (1) fix the boundaries of the municipality; and (2) extend the boundaries of the municipality and annex area adjacent to the municipality; and

WHEREAS, public hearings were held on January 24, 2017 and January 31, 2017 in the City Council Chambers of the City of Liberty, Texas where all interested persons were provided with an opportunity to be heard on the annexation of the territory fully described in **EXHIBIT "1"** attached hereto and incorporated herein for all purposes; and

WHEREAS, the above described territory lies within the extraterritorial jurisdiction of the City of Liberty, Texas; and

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

Section 1. That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

Section 2. That the land and territory identified by Liberty County Appraisal District Records as Property ID #13399 and #13305, described in **EXHIBIT "1,"** attached hereto and

incorporated herein for all purposes, lies adjacent to and adjoins the City of Liberty, Texas, is hereby added and annexed to the City of Liberty, Texas, and said territory described shall hereafter be included within the boundary limits of the City of Liberty, Texas, and the present boundary limits of such city, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Liberty, Texas.

Section 3. The territory described in **EXHIBIT “1”** is so annexed and shall be a part of the City of Liberty, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Liberty, Texas, and the inhabitants thereof-shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Liberty, Texas. The service plan attached hereto as **EXHIBIT “2”** is hereby adopted as part of the annexation of the property annexed to the City in **EXHIBIT “1.”**

Section 4. The City Council hereby approves the attached development agreement with Baylor University entered into pursuant to Sections 43.035 and 212.171 of the Texas Local Government Code pertaining to property identified by the Liberty County Appraisal District records as Property ID #13567, a copy of which is attached hereto as **EXHIBIT “3”** and incorporated herein for all purposes. The Mayor is hereby authorized to execute said Agreement. The Property identified by the Liberty County Appraisal District records as Property ID #13567 shall remain in the extraterritorial jurisdiction of the City, as identified in **EXHIBIT “4”** attached hereto and incorporated herein for all purposes.

Section 5. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 6. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Liberty, 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 all of the remainder of the area. If there is included within the general description of territory set out in Section 2 of this Ordinance to be annexed to the City of Liberty any lands or area which are presently part of and included within the limits of the City of Liberty, or which are presently part

of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Liberty's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

Section 7. That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two separate days is hereby dispensed with.

PASSED AND APPROVED in Liberty, Texas this ____ day of February, 2017.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Ordinance (ID # 3725)
Page 4

City Council Meeting

February 28, 2017

STATE OF TEXAS §
 §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the ____ day of _____,
2017 by, Mayor Carl Pickett of the City of Liberty, Texas.

Notary Public, State of Texas

Notary's Printed Name

Commission Expires: _____

Please Return Recorded Copy to:

Dianne Tidwell, City Secretary
City of Liberty
1829 Sam Houston
Liberty, Texas 77575

EXHIBIT 1

LEGAL DESCRIPTION AND MAP REFLECTING PROPERTIES ANNEXED AS
IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS
PROPERTY ID # 13399 AND # 13305

Attachment: Ord Phase III-Exhibit 1-Prop Annexed (3725 : Annexation - Phase III)

EXHIBIT "A"
2016 ANNEXATION TRACT 3

Field Note Description for approximately 0.35 square miles for annexation to
 incorporation of the City of Liberty

BEGINNING at the Northeast corner of the United States of America tract as recorded in Clerk's File No. 2006014010, Official Public Records, Liberty County, Texas having coordinates of N:9991105.53, E:4048066.75;

THENCE SOUTHERLY along and with the East line of the United States of America tract recorded in Clerk's File No. 2006014010 to a point in the East bank of the Trinity River having coordinates of N:9989163.39, E:4047521.04;

THENCE SOUTHERLY to a point in the apparent centerline of the Trinity River, having coordinates of N:9988894.87, E:4047538.34;

THENCE WESTERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9988659.64, E:4046782.53;

THENCE WESTERLY passing through a point in the West bank of the Trinity River, over and across the United States of America tract as recorded in Clerk's File No. 2006014010, Official Public Records, Liberty County, Texas, continuing to a point in the apparent centerline of the Trinity River, having coordinates of N:9988575.45, E:4044280.22;

THENCE NORTHERLY with the meanders of the Trinity River to a point in the apparent centerline of the Trinity River, having coordinates of N:9992134.84, E:4045886.64;

THENCE EASTERLY passing through a point in the East bank of the Trinity River, said point being the Northwest corner of the United States of America tract as recorded in Volume 1807 Page 183, Official Public Records, Liberty County, Texas, continuing with the North line of said United States of America tract to a point having coordinates of N:9992262.93, E:4047275.84, said point also being the common line of the J.E. Self Survey, Abstract No. 104 and the Joseph Dunman League, Abstract No. 32;

THENCE SOUTHEASTERLY over and across the United States of America tract recorded in Volume 1807 Page 183 to the **POINT OF BEGINNING** and containing 0.35 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

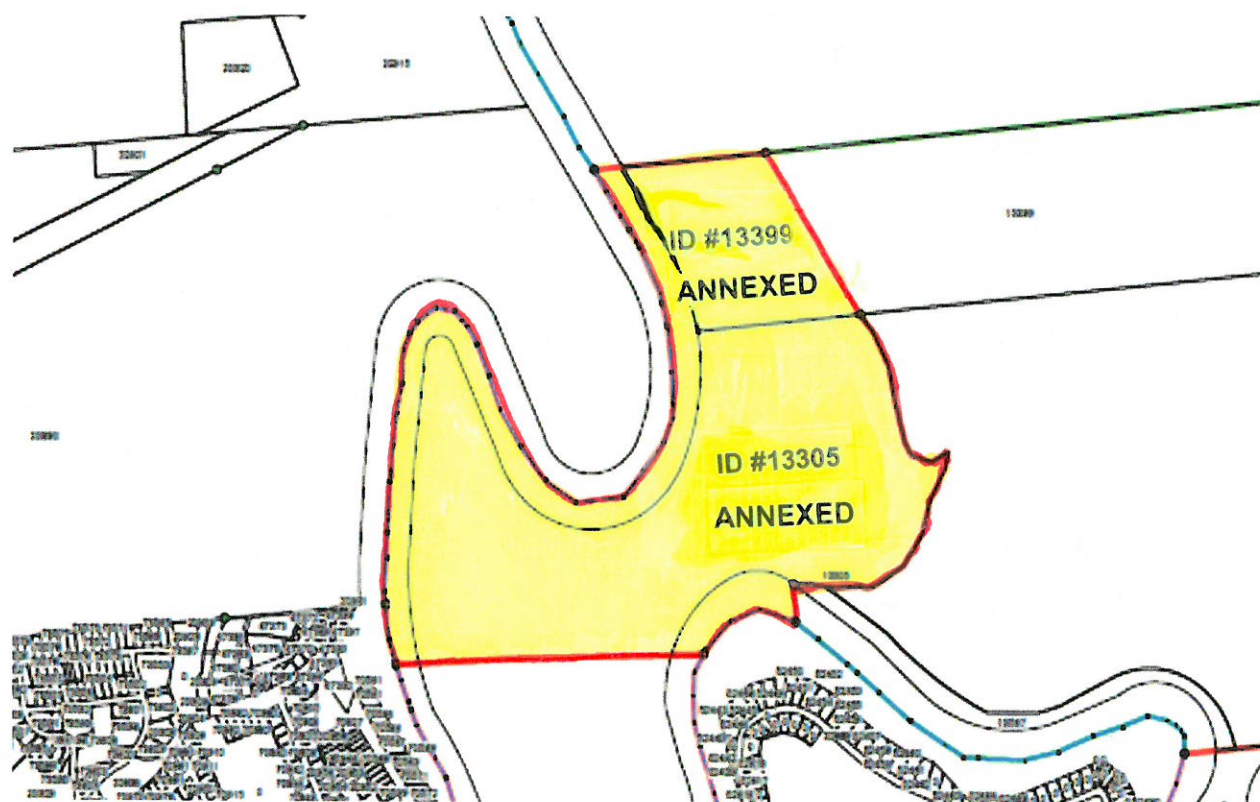


EXHIBIT 2

SERVICE PLAN FOR PROPERTIES ANNEXED

ANNEXATION SERVICE PLAN

The City of Liberty, Texas will provide for the extension of municipal services into the territory annexed in accordance with the following schedule:

1. **POLICE PROTECTION:** Provided immediately upon annexation. Service will be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits.

2. **FIRE PROTECTION:** Provided immediately upon annexation. Service will be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits.

3. **WATER AND WASTE WATER:** Water and wastewater services will be provided to the annexed area on the same basis as those residents currently living within the City limits.

4. **EMERGENCY MEDICAL SERVICES:** Provided immediately upon annexation. Service will be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits.

5. **SOLID WASTE COLLECTION:** Residents and business may continue to use their current solid waste provider.

6. **PARKS, PLAYGROUNDS AND SWIMMING POOLS:** The City parks and all recreational facilities will be available for use by residents of the annexed area, beginning on the effective date of the annexation ordinance.

7. **CODE ENFORCEMENT SERVICES:**

a. Enforcement of the City's ordinances will be provided within the annexed area on the effective date of the annexation ordinance. These ordinances and other regulations will be enforced using existing personnel.

b. Complaints of ordinance violations or other code violations within the annexed area will be answered and investigated by existing personnel on the effective date of the annexation ordinance.

c. Animal Control services will be provided to those areas within the annexed area on the effective date of the annexation ordinance using existing personnel and equipment.

d. Vector control services will be provided to those areas within the annexed area on the effective date of the annexation ordinance using existing personnel and equipment.

8. MISCELLANEOUS: General municipal administration and administrative services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance.

9. LIBRARY SERVICES: The City Library and facilities will be available for use by residents of the annexed area, beginning on the effective date of the annexation ordinance.

EXHIBIT 3

AGREEMENT FOR PROPERTY IDENTIFIED BY LIBERTY COUNTY APPRAISAL DISTRICT RECORDS AS PROPERTY ID # 13567 PURSUANT TO SECTIONS 43.035 AND 212.171 OF THE TEXAS LOCAL GOVERNMENT CODE TO REMAIN IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY

TEXAS LOCAL GOVERNMENT CODE CHAPTER 43 DEVELOPMENT AGREEMENT

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Liberty, Texas (the "City") and Baylor University, a Texas non-profit corporation, the undersigned property owner (the "Owner"), collectively referred to herein as the "Parties." The term "Owner" includes all persons possessing a real property interest in the Property.

WHEREAS, the Owner is the current owner of land in Liberty County, Texas, which is more accurately described by the Liberty County Appraisal District Records as Property ID # 13567 (the "Property"), further and separately described in the attached Exhibit A, and incorporated herein for all purposes; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and its respective successors and assigns for the term of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Liberty County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I.

City Guarantees

The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees

not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

II.

Owner Guarantees

Owner covenants and agrees not to use the Property for any use other than for surface or subsurface exploration, extraction, development, or production related to oil, gas, minerals, sand, or gravel aggregate, pipelines related to such uses, including the transportation of raw or refined products, whether or not the products originate on the Property, utilities, agriculture, wildlife management, and/or timber land consistent with Chapter 23 of the Texas Tax Code, except for existing single-family residential use of the property, without the prior written consent of the City.

Owner covenants and agrees that, without the prior written consent of the City, Owner will not file any type of subdivision plat or related development document for the Property with Liberty County or the City until the Property has been annexed into the City.

Owner covenants and agrees not to construct, or allow to be constructed, without the prior written consent of the City, any non-single family residential buildings on the Property that would require a building permit if the Property were in the city limits, until the Property has been annexed into the City. The Owner also covenants and agrees that the Property shall be used only for uses that exist on that Property at the time of the execution of this Agreement and those provided for in this section II. However, Owner may construct (a) an accessory structure to an existing single family dwelling; and (b) barns, outbuildings, or other building improvements used for agricultural, wildlife management, timber, or other uses provided for in this section II; in compliance with all applicable City ordinances and codes. Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect

III.

Consent to Annexation and Waiver of Vested Rights

Owner acknowledges that if any plat or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, as the City's sole and exclusive remedy, the City will initiate annexation proceedings against the property.

In connection with annexation pursuant to this section, the Owner hereby waives any vested rights they may have under Chapter 43 and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City. If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Chapter 43, requiring a municipality to use certain statutory procedures under an annexation plan.

Furthermore, Owner hereby waives any and all vested rights and claims that Owner may have under Chapter 43 and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken in violation of Section II herein.

IV.

Regulation and Eminent Domain Powers Preserved

The City is authorized to enforce all of the City's extraterritorial jurisdiction regulations and planning authority that do not materially interfere with the use of the Property for subsurface exploration, extraction, development, and production related to oil, gas, minerals, and pipelines related to such uses; utilities; agriculture, wildlife management, or timber. The City states and specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code, Chapter 273 of the Local Government Code, Chapter 21 of the Property Code, or any other provision of law, to exercise eminent domain over property that is subject to a Chapter 43 and or Chapter 212 development agreement.

V.**Term**

The term of this Agreement (the "Term") is thirty (30) years from the date that the Mayor's signature to this Agreement is attested to by the City Secretary or acknowledged by a public notary.

VI.**Notice of Agreement Upon Sale of Property**

Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural, timber or wildlife management exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of Liberty
1829 Sam Houston
Liberty, Texas 77575
Attn: Mayor

VII.**Agreement Runs With the Land**

This Agreement shall run with the Property and be recorded in the real property records of Liberty County, Texas.

VIII.**Severability**

If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

IX.**Enforcement of Terms**

The terms of this Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to enforce said terms on any occasion shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

X.**Agreement Not Affected by 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 property covered herein pursuant to the terms of this Agreement.

XI.**Venue**

Venue for this Agreement shall be in Liberty County, Texas.

XII.**Agreement Executed in Individual Counterparts**

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

XIII.**Agreement Survives Termination**

This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of this agreement.

XIV.**Notices**

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 its 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: Baylor University
 Attn: Real Estate Services
 One Bear Place # 97110
 Waco, Texas 76798-7110

With a copy to:
 Baylor University
 Attn: Office of General Counsel
 One Bear Place # 97034
 Waco, Texas 76798-7034

City: City of Liberty
 1829 Sam Houston
 Liberty, Texas 77575
 Attn: Mayor

Entered into this _____ of _____, 2017.

 Carl Pickett, Mayor

ATTEST:

 Dianne Tidwell, City Secretary

THE STATE OF TEXAS §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____ 2017, by Mayor of the City of Liberty Texas, for and on behalf of the City.

 Notary Public In and For the State of Texas

(SEAL)

Attachment: Ord-Phase III-Exhibit 3-Ag Dev Agrmnt (3725 : Annexation - Phase III)

LANDOWNER:

Baylor University

By: *Reagan M. Ramsower*

Printed Name: Reagan M. Ramsower

Title: Senior Vice President and COO

Date: 1-25-17

ATTEST:

By: *Marsha J. Duckworth*

Printed Name: Marsha J. Duckworth

Title: Assistant Secretary

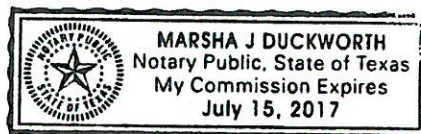
Date: 1-25-17

THE STATE OF TEXAS §

COUNTY OF McKenna §

This instrument was acknowledged before me on this 25th day of January, 2017, by Reagan M. Ramsower, Senior Vice President & COO, of Baylor University, a Texas non-profit corporation, for and on behalf of said non-profit corporation.

Marsha J. Duckworth
Notary Public In and For the State of Texas



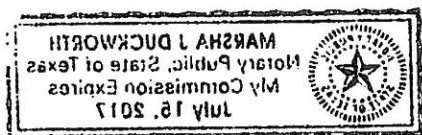


EXHIBIT "A"
2016 ANNEXATION TRACT 3

Field Note Description for approximately 0.89 square miles for annexation to
 incorporation of the City of Liberty

BEGINNING at the Northeast corner of the Thomas N. Roche tract as recorded in Clerk's File No. 2015010506, Official Public Records, Liberty County, Texas, same point being in the South line of the Mary Gay Corporation tract as recorded in Volume 1731 Page 864, Official Public Records, Liberty County, Texas, having coordinates of N:9988900.15, E:4042886.89;

THENCE NORTHERLY over and across the Mary Gay Corporation tract to a point being in the Northwest line of said tract having coordinates of N:9992119.63, E:4042814.51;

THENCE NORTHEASTERLY along and with the Northwest line of the Mary Gay Corporation tract to a point being in the South line of the Coastal Industrial Water Authority tract as recorded in Volume 646 Page 607, Deed Records, Liberty County, Texas, having coordinates of N:9992441.11, E:4043517.49;

THENCE NORTHERLY over and across the Coastal Industrial Water Authority tract to a point being in the North line of said tract, having coordinates of N:9993246.23, E:4043504.36;

THENCE EASTERLY with the North line of the Coastal Industrial Water Authority tract, passing through a point in the West bank of the Trinity River, continuing to a point in the apparent centerline of the Trinity River, having coordinates of N:9993370.71, E:4045134.00;

THENCE SOUTHERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9992134.84, E:4045886.64;

THENCE EASTERLY through a point in the East bank of the Trinity River, continuing with the North line of the United States of America tract as recorded in Volume 1807 Page 183, Official Public Records, Liberty County, Texas to a point having coordinates of N:9992262.93, E:4047275.84, said point also being the common line of the J.E. Self Survey, Abstract No. 104 and the Joseph Dunman League, Abstract No. 32;

THENCE SOUTHEASTERLY over and across the United States of America tract recorded in Volume 1807 Page 183 to a point being the Northeast corner of the United States of America tract as recorded in Clerk's File No. 2006014010, Official Public Records, Liberty County, Texas having coordinates of N:9991105.53, E:4048066.75;

THENCE SOUTHEASTERLY along and with the East line of the United States of America tract recorded in Clerk's File No. 2006014010 to a point being an exterior ell corner of United States of America tract recorded in Clerk's File No. 2006014010, said point also being an interior ell corner in the West line of the Baylor University tract as recorded in Volume 1041 Page 584, Deed Records, Liberty County, Texas having coordinates of N:9990123.10, E:4048790.72;

Exhibit "A"

Page 1 of 2

MARK W. WHITELEY & ASSOCIATES, INC.

Attachment: Ord-Phase III-Exhibit 3-Ag Dev Agrmnt (3725 : Annexation - Phase III)

THENCE SOUTHEASTERLY over and across the Baylor University tract recorded in Volume 1041 Page 584 to a point having coordinates of N:9989206.59, E:4053055.33;

THENCE SOUTHERLY continuing over and across the Baylor University tract recorded in Volume 1041 Page 584 to a point having coordinates of N:9988894.72, E:4053081.60;

THENCE WESTERLY continuing over and across the Baylor University tract recorded in Volume 1041 Page 584, passing a point in the East bank of the Trinity River, to a point being in the apparent centerline of the Trinity River, having coordinates of N:9988685.68, E:4047836.40;

THENCE WESTERLY along and with the meanders of the apparent centerline of the Trinity River to a point having coordinates of N:9988659.64, E:4046782.54;

THENCE WESTERLY passing through a point in the West bank of the Trinity River, over and across the United States of America tract as recorded in Clerk's File No. 2006014010, Official Public Records, Liberty County, Texas, continuing to a point in the apparent centerline of the Trinity River, having coordinates of N:9988575.45, E:4044280.22;

THENCE NORTHERLY with the meanders of the Trinity River to a point in the apparent centerline of the Trinity River, having coordinates of N:9989006.19, E:4044195.51

THENCE WESTERLY passing through a point in the West bank of the Trinity River, the same being the Southeast corner of the Mary Gay Corporation tract, continuing along and with the South line of the Mary Gay Corporation tract to the **POINT OF BEGINNING** and containing 0.89 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

Exhibit "A"

Page 2 of 2

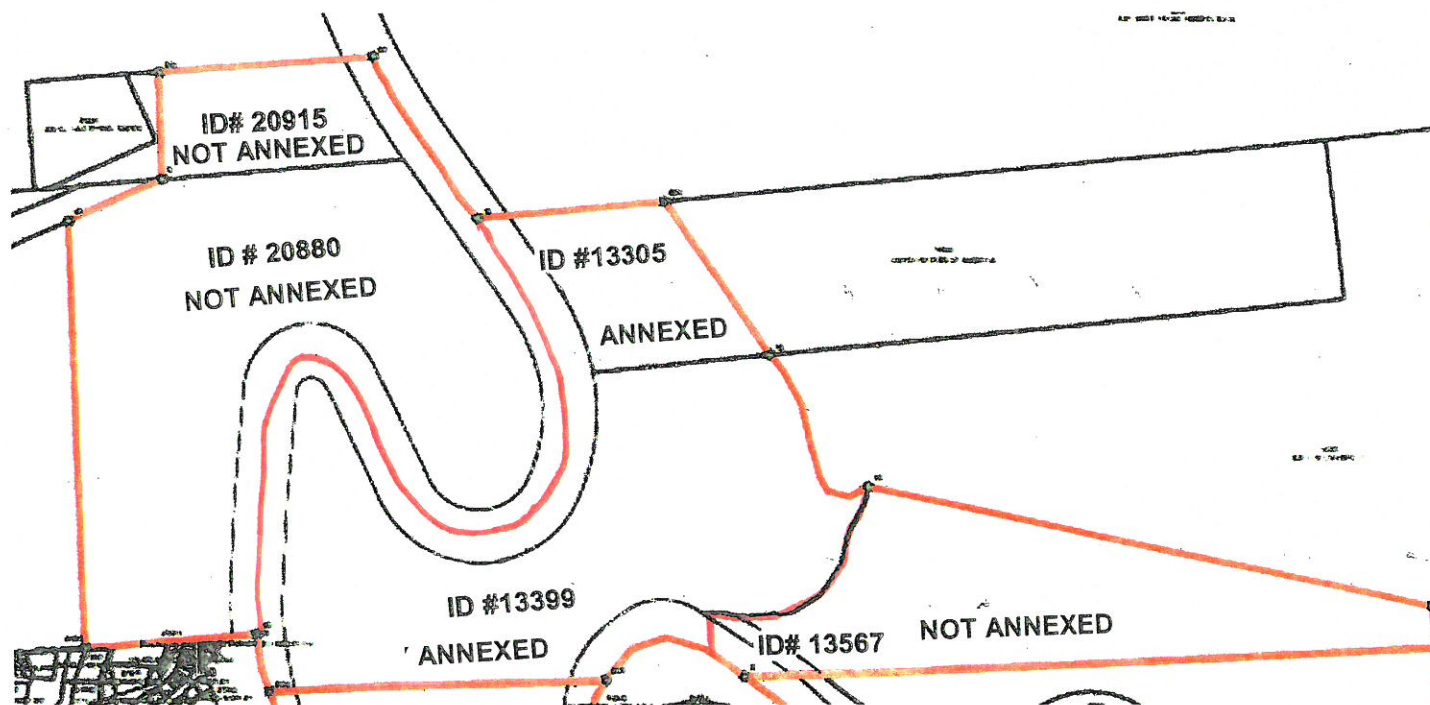
MARK W. WHITELEY & ASSOCIATES, INC.

Attachment: Ord-Phase III-Exhibit 3-Ag Dev Agrmnt (3725 : Annexation - Phase III)

EXHIBIT 4

**MAP OF RESULT OF ANNEXATION REFLECTING WHICH
PROPERTIES ANNEXED AND NOT ANNEXED (PROPERTIES TO REMAIN IN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY)**

Attachment: Ord-Phase III-Exhibit 4-Map Annexed & Not Annexed (3725 : Annexation - Phase III)





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

4.A.2

Meeting: 02/28/17 12:00 PM

Department: Administration
Category: Annexation Issues

RESOLUTION (ID # 3728)

DOC ID: 3728

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF LIBERTY, TEXAS, TO ANNEX CERTAIN TERRITORY DESCRIBED AS .8 SQUARE MILES BEGINNING AT SOUTHEAST CORNER OF THE BAYLOR UNIVERSITY TRACT RECORDED IN THE OFFICIAL PUBLIC RECORDS, LIBERTY COUNTY, TEXAS HAVING COORDINATES OF N:9988894.72, E:4053081.60; 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 OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED.

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

Section 1. The City Council of the City of Liberty, Texas (the "City") hereby declares its intention to annex to the City the territory described in **Exhibit "A"** attached hereto and made a part hereof, by the passage of an ordinance of annexation extending the general corporate limits of the City for all purposes to include such territory.

Section 2. 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 1829 Sam Houston, Liberty, Texas, 77575 at 6:00 p.m. on Tuesday, April 11, 2017, and the second public hearing shall be held in the City Council Chambers, located at 1829 Sam Houston, Liberty, Texas, 77575 at 12:00 pm on April 18, 2017. 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 3. 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.

Section 4. City Staff is hereby directed to cause to be prepared a service plan that provides 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 Liberty, Texas this _____ day of _____,
2017.

CITY OF LIBERTY, TEXAS

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

EXHIBIT "A"
2016 ANNEXATION TRACT 4a

Field Note Description for approximately .8 square miles for annexation to
 incorporation of the City of Liberty

BEGINNING at the Southeast corner of 2016 Annexation Tract 3, same point being in the Baylor University tract as recorded in Volume 1041 Page 584, Deed Records, Liberty County, Texas having coordinates of N:9988894.72, E:4053081.60;

THENCE SOUTHERLY over and across the Baylor University tract recorded in Volume 1041 Page 584 to a point being in North line of the Baylor University tract referred to as Tract 1 as recorded in Volume 940 Page 662, Deed Records, Liberty County, Texas having coordinates of N:9988166.54, E:4053142.91, said point also being in the common line of the Joseph Dunman League, Abstract No. 32 and the Samuel Neatherly Survey, Abstract No. 325;

THENCE SOUTHERLY over and across the Baylor University Tract 1 to a point for corner having coordinates of N:9987522.97, E:4053381.18;

THENCE EASTERLY continuing over and across the Baylor University Tract 1 to a point being in the West line of the William Martin Daniel Trust tract as recorded in Volume 1396 Page 318, Official Public Records, Liberty County, Texas, having coordinates of N:9987686.65, E:4057017.54;

THENCE NORTHERLY along and with the common line of the Baylor University Tract 1 and the William Martin Daniel Trust tract to a point for the Northwest corner of the William Martin Daniel Trust tract having coordinates of N:9988489.76, E:4056981.39;

THENCE EASTERLY along and with the North line of the William Martin Daniel Trust tract, the same being the common line of the Joseph Dunman League, Abstract No. 32 and the Samuel Neatherly Survey, Abstract No. 325, to a point for the Northeast corner of the William Martin Daniel Trust tract having coordinates of N:9988527.46, E:4057429.09, said corner also being the Northwest corner the Joe Ann Root et al tract as recorded in Volume 1118 Page 711, Deed Records, Liberty County, Texas;

THENCE SOUTHERLY along and with the common line of the William Martin Daniel Trust tract and the Joe Ann Root et al tract to a point having coordinates of N:9987361.77, E:4057499.68;

THENCE SOUTHEASTERLY over and across the Joe Ann Root et al tract to a point being in the South line of the Joe Ann Root et al tract having coordinates of N:9987047.27, E:4058007.35, said point also being in the North line of West Branch Devers Canal;

THENCE EASTERLY over and across the West Branch Devers Canal, passing through a point located at the intersection of the West Branch Devers Canal and the most Southerly North line of the William Martin Daniel Trust tract, continuing along and with the most Southerly North line of the William Martin Daniel Trust tract to a point having coordinates of N:9987139.19, E:4059132.74;

THENCE SOUTHERLY over and across the William Martin Daniel Trust tract, continuing along and with the most Westerly East line of said tract to a point having coordinates of N:9984778.88, E:4059206.88;

THENCE SOUTHWESTERLY over and across William Martin Daniel Trust tract to a point in the apparent centerline of the Trinity River having coordinates of N:9984273.38, E:4057545.92;

THENCE NORTHWESTERLY with the meanders of the Trinity River to a point in South line of the 2016 Annexation Tract 3 having coordinates of N:9988685.68, E:4047836.40;

THENCE EASTERLY passing through a point in the East bank of the Trinity River, continuing over and across the Baylor University tract recorded in Volume 1041 Page 584, the same being along with the South line of the said 2016 Annexation Tract 3 to the **POINT OF BEGINNING** and containing .8 square miles, more or less.

Note: All coordinates referenced to Texas State Plane Central Zone US Feet NAD83 and based on the Liberty County Appraisal District GIS data.

Attachment: Resolution of Intent-Exhibit A (3728 : Intent to Annex-Phase IV)