

**ORDINANCE NO. 2021-0617A**

**AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF WILMER, TEXAS, UPON RECEIPT OF A VOLUNTARY PETITION, TO WIT: A 12.4152-ACRE TRACT OF LAND SITUATED IN THE CHARLES A. WARFIELD SURVEY, ABSTRACT NO. 1612 AND THE JEFF WEATHERFORD SURVEY, ABSTRACT NO.1536, DALLAS COUNTY, TEXAS; SAID TRACT BEING FURTHER DESCRIBED IN A SPECIAL WARRANTY DEED WITH RESERVATION OF ENHANCED LIFE ESTATE (LADY BIRD DEED) TO LAWRENCE LANDRUM AND ELIZABETH LANDRUM SCARBOROUGH RECORDED IN INSTRUMENT NO. 201300152572, OPRDCT, CITY OF WILMER ETJ, DALLAS COUNTY, TEXAS; AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; 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 Section 43.0671, Local Government Code, the owners of a tract of land containing 12.4152-acre tract of land situated in the Charles A. Warfield Survey, Abstract No. 1612 and the Jeff Weatherford Survey, Abstract No.1536, Dallas County, Texas; said tract being further described in a Special Warranty Deed with Reservation of Enhanced Life Estate (Lady Bird Deed) to Lawrence Landrum and Elizabeth Landrum Scarborough recorded in Instrument No. 201300152572, OPRDCT, City of Wilmer ETJ, Dallas County, Texas (the "Property") more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and included herein, Exhibits "B" and "B-2", being the Annexation Service Agreement and graphic depiction of said property, and

**WHEREAS**, the property is (1) contiguous to the City; (2) the owners have entered into an agreement 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 Section 43.0673, of the Texas 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 CITY COUNCIL OF THE CITY OF WILMER, TEXAS:**

**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 Exhibit "A", 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. Further, the Annexation Service Agreement is hereby adopted and incorporated by reference.

**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.** 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.

**DULY PASSED** and approved by the City Council of the City of Wilmer, Texas, on this the 17th day of June, 2021.

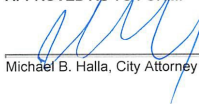
**ATTEST:**

  
\_\_\_\_\_  
Mayra Ortiz, City Secretary

**APPROVED:**

  
\_\_\_\_\_  
Sheila Petta, Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael B. Halla, City Attorney

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**LANDRUM TRACT**  
**12.4152 ACRES**

**BEING** a tract of land situated in the Charles A. Warfield Survey, Abstract No. 1612 and the Jeff Weatherford Survey, Abstract No. 1536, Dallas County, Texas, and being all of a called 12.4088 acre tract of land described in the Special Warranty Deed With Reservation Of Enhanced Life Estate (Lady Bird Deed) to Lawrence Landrum and Elizabeth Landrum Scarborough recorded in Instrument No. 201300152572, OPRDCT, and being more particularly described as follows:

**BEGINNING** at a point for the northwest corner of said 12.4088 acre tract and the northeast corner of a called 12.4088 acre tract of land described as Tract Two in the Special Gift Deed to James and Maureen Hutchison recorded in Instrument No. 201300266281, OPRDCT, in the southeast right-of-way line of Beltline Road (a called 100' right-of-way);

**THENCE** North 60°28'30" East, along the southeast right-of-way line of said Beltline Road, a distance of 231.53 feet to a point for the northeast corner of said 12.4088 acre Landrum tract and the northwest corner of said 1 acre tract;

**THENCE** South 30°23'40" East, along the east line of said 12.4088 acre Landrum tract, a distance of 1744.06 feet to a point in Cottonwood Creek Weatherford Branch;

**THENCE** along the south line of said 12.4088 acre Landrum tract, generally along the meanders of said creek, the following courses and distances:

South 48°46'35" West, a distance of 138.51 feet to a point;

South 55°19'17" West, a distance of 158.12 feet to a point;

North 77°31'46" West, a distance of 71.30 feet to a point;

South 79°49'14" West, a distance of 2.53 feet to a point;

North 53°42'19" West, a distance of 66.42 feet to a point for the southwest corner of said 12.4088 acre Landrum tract and the southeast corner of said 12.4088 acre Hutchison tract;

**THENCE** North 25°30'37" West, along the common line between said 12.4088 acre Landrum tract and said 12.4088 acre Hutchison tract, a distance of 1681.14 feet to the **POINT OF BEGINNING** and containing a computed area of 540,806 square feet or 12.4152 acres of land.

**BEARING BASIS:** All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.

**This document was prepared under 22 TAC §663.21, 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.**

**EXHIBIT "B"**

**ANNEXATION SERVICE AGREEMENT BETWEEN  
THE CITY OF WILMER AND  
LENNAR HOMES OF TEXAS LAND  
& CONSTRUCTION, LTD.  
(for Reference Only)**

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 Lennar Homes of Texas Land & Construction, LTD. ("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 (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 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.
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.
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.



