

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF MAYPEARL, AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY IN ELLIS COUNTY, TEXAS, WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF MAYPEARL IN THE PARTICULARS STATED IN THE ORDINANCE, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAYPEARL, TEXAS:

SECTION 1. That the following three (3) tracts of land and territory lying adjacent to the City of Maypearl and being within its extraterritorial jurisdiction, and being property owned by the Maypearl Independent School District, be, and the same is hereby added and annexed to the City of Maypearl, and that said territory hereinafter described shall hereafter be included within the boundary limits of the City of Maypearl, and the present boundary limits of the City of Maypearl, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporated limits of the City of Maypearl, to-wit:

TRACT NO. 1 BEGINNING at the city limits of the township of Maypearl and being a tract of land 264 feet by 660 feet, portions of the J. F. McNabb survey and of the A. Riley survey, which included lots 6 and 7 of block 6, and lots 6 and 7 of block 7 which was at the time of conveyance and is still now within the City limits of the City of Maypearl, the four lots not needing to be included in the land annexed by this ordinance, as more fully described in Exhibit "A" attached hereto and made a part hereof.

TRACT NO. 2 BEGINNING at the city limits of the township of Maypearl and extending 6.75 acres of land being a part of Abstract No. 922, Alfred Riley Survey and being a part of Abstract 680, John McNabb survey, as more fully described in Exhibit "A" attached hereto and made a part hereof.

TRACT NO. 3 BEGINNING at the city limits of the township of Maypearl and being 23.25 acres of land of Abstract No. 922, Alfred Riley Survey, including all abutting right of way of F. M. 157 specifically including the entire right of way width including the travelled road portion of said F. M. 157, extending the city limits line across said road at a right angle where the Tract No. 3 frontage ends, as more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the above described additional territory and area so annexed shall be a part of the City of Maypearl, and shall be entitled to all the rights and privileges and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Maypearl, Texas.

SECTION 3. An emergency is declared to exist, in that this annexation should be completed and made final so that the boundaries of the City shall be determined without delay, and this ordinance is effective immediately upon passage.

PASSED, APPROVED AND ADOPTED on this the 11 day of

August, 1987.

James A. Saller
MAYOR

ATTEST:

John Leher
CITY SECRETARY

I do hereby affirm that the information contained herein is accurate and true.

Bessie L. Russell
CITY CLERK

Service Plan

ORDINANCE NO 870811

1. City water is now provided and will continue to be provided no differently as to the citizens within the existing City of Maypearl.
2. The City will provide police protection as is provided within the existing City of Maypearl.
3. The Maypearl Independent School District shall be privileged to continue using its own garbage collection service.
4. Sewage will continue to be provided for the Maypearl Independent School District as is currently being provided.
5. Future streets dedicated to City of Maypearl by Maypearl Independent School District will be initially paved on a cost share basis with the Maypearl Independent School District. Further maintenance of the streets will be at the City's expense
6. Maypearl Independent School District will not be assessed cost of capital improvements on City property adjacent to School property..
7. Maypearl Independent School District may request City Council to post traffic control signs, as Maypearl Independent School District feels appropriate, at designated locations to maintain safety of children, for the advantage to the school for bus routing, parking needs, and speed control.
8. Future sewer and/or water lines on City property to Maypearl Independent School District property line will be at City cost. The Maypearl Independent School District will pay ordinary tap fees as applicable.
9. Maypearl Independent School District may service the School lawn only by private water meter installed on School property and supplied from main water line on school property without sewer charge on the private water meter.

CURRENTLY AND AT TIME OF CONVEYANCE
LOTS 6 & 7 BLOCK 6 AND LOTS 6 & 7 BLOCK 7
ARE IN THE CITY LIMITS OF THE

State of Texas,
Ellis County,

ABSTRACT NO. 1 EXHIBIT

PG. 898

TRAC

KNOW ALL MEN BY THESE PRESENTS: that whereas on towit, the 31st day of October, 1903, we, J. P. Claunch and L. R. Claunch, husband and wife of said Ellis County, Texas, did convey to Hon. Lee Hawkins, County Judge of Ellis County, Texas, for Public Free School purposes, 250 by 300 feet of the J. F. McNabb 320 acre Survey in said Ellis County, Texas, Abstract No. 680, as will more fully appear from the record of our said conveyance, in Book 144, page 209 of the Deed Records of said Ellis County, Texas, it being specially stipulated and provided in said conveyance that should said land ever cease to be used for Public Free School purposes, for white children, the same should revert to us, all improvements to remain the property of the School District and to be removed from said premises within twelve (12) months from the time the same should cease to be used for such purposes.

And whereas Maypearl Independent School District has become entitled to the lands so above conveyed and to the improvements thereon, ^{and} desires to obtain other and more advantageous lands for Public Free School purposes and to cease the use and occupancy of the above mentioned lands, for such purposes, when a more advantageous site is obtained.

Now therefore, in consideration of the premises and of the agreement of the proper authorities of said Maypearl Independent School District to cease the use and occupancy of the lands above mentioned, for Public Free School purposes, so soon as it shall acquire other lands deemed more advantageous for such purposes and erect thereon a Public Free School Building, which it intends to erect within the near future, and in consideration, ^{upon} that ~~ux~~ such removal and cessation of occupancy, the above land will revert to us, the School authorities being permitted to remove the improvements thereon, in accordance with the stipulations in our first above mentioned conveyance. We, the said J. P. Claunch and L. R. Claunch, his wife, do hereby grant, bargain, sell and convey unto the Trustees of Maypearl Independent School District and their successors in office, in trust, for the use and benefit of the Public Free School of said Maypearl Independent School

TRACT NO. 1 EXHIBIT "A"

District, the following described tract or parcel of land, situated in Ellis County, Texas, portions of the J. F. McNabb 320 acre Survey, Abst. No. 680 and of the A. Riley 320 acre Survey, Abst. No. 922, beginning at the S. E. corner of Lot 6 in Blck 7 of the J. P. Claunch addition to Maypearl, according to the map of such addition, of record in Vol. 152, page 390 of the Deed Records of Ellis County, Texas; thence N 80° 4' W magnetically, 264 ft. to a stake; thence N 9° 56' E magnetically, 660 ft. to a stake; thence S 80° 4' E 264 ft. to the N E corner of Lot 7 in Block 6 of Claunch's addition to the town of Maypearl; thence S 9° 56' W magnetically, with the E lines of Lots 6 and 7 ^{Blocks 6 & 7} of said Claunch addition to Maypearl, 660 ft. to the place of beginning; including herein said ^{6 & 7} Lots 6 & 7 of Blocks of said Claunch addition to Maypearl, together with so much of the streets and alleys, shown by the map of said addition, as are included within the boundaries here above given and as a part of this conveyance Lots 5 & 8 of Block 6 and 5 & 8 of Block 7 of said Claunch addition to Maypearl, are here now dedicated to street purposes for the use and benefit of said School grounds and of other purchasers of Lots in said addition, from us.

To have and to hold said premises unto said Board of Trustees and its successors, for the uses and purposes above mentioned, and we hereby warrant the title to the same.

In testimony whereof, we hereunto set our hands, this the 24th day of July, 1913.

J. P. Claunch
L. R. Claunch

State of Texas, |

Ellis County, |

Before me

, a Notary Public

in and for Ellis County, Texas, on this day personally appeared J. P. Claunch and L. R. Claunch, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and the said J. P. Claunch acknowledged

TRACT NO. 1 EXHIBIT "A"

to me that he executed the same for the purposes and considerations therein expressed and the said L. R. Claunch, having been examined by me privily and apart from her husband and having said instrument fully explained to her, she, the said L. R. Claunch, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

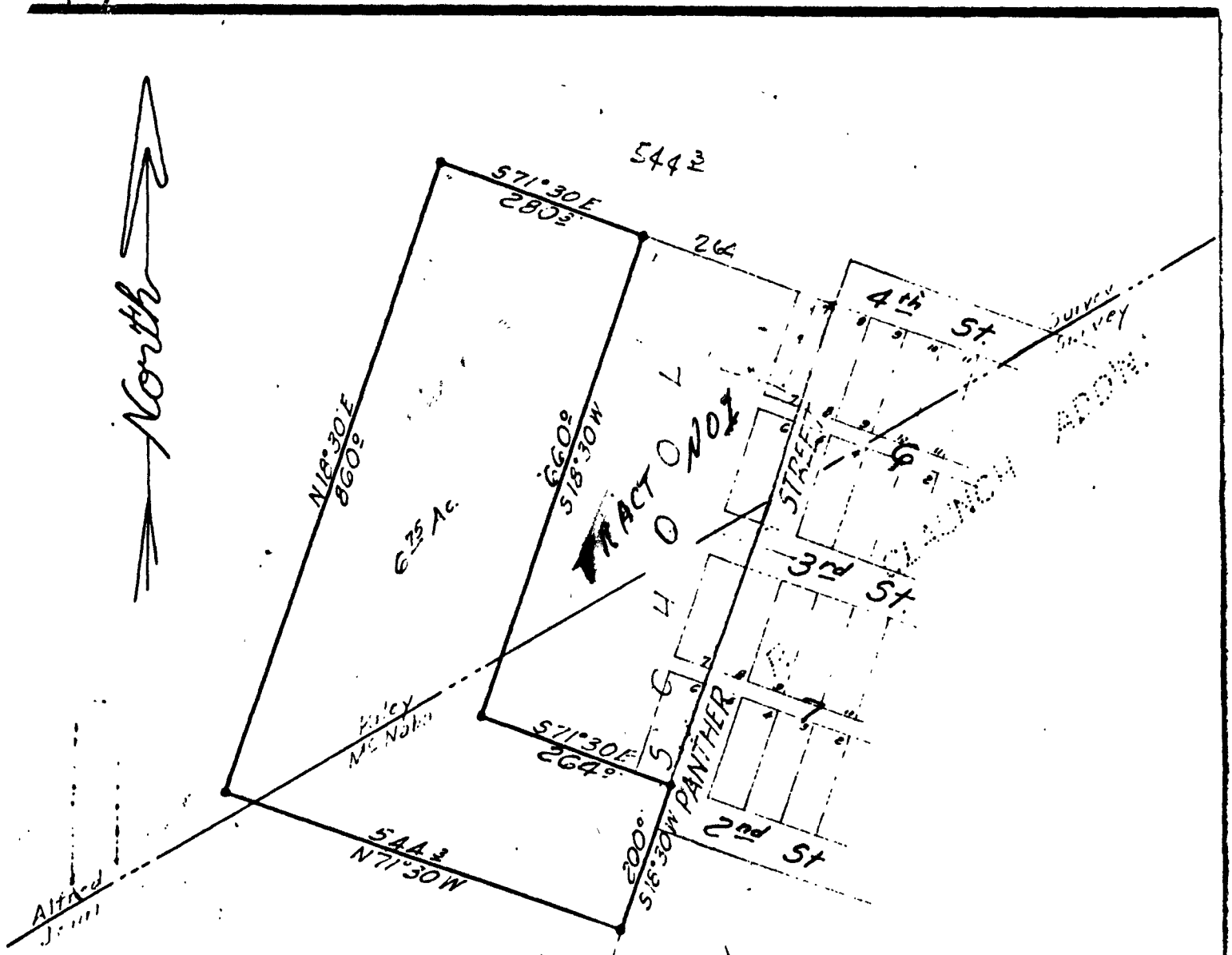
Given under my hand and seal of office, this the 24th day of July, 1913

W. A. Blaunch
Notary Public, Ellis County, Texas.



THE STATE OF TEXAS }
County of Ellis, } I hereby certify that this instrument
filed for record at 11:40 o'clock P. M. Nov. 21, 1913 and
was duly recorded this Dec 6, 1913 at 4:10 o'clock P. M.
in Vol. 207 Page 105 Sub Records
Ellis County, Texas. Witness my official Seal and Signature, this
6 day of Dec 1913

G. A. B. M., County Clerk
By Maria Hopkins



Survey Plat
 of a 6.75 Acres tract of land in the
 ALFRED RILEY SURVEY
 Abstract No. 922
 and in the
 JOHN McNABB SURVEY
 Abstract No. 680
 Ellis County, Texas

I certify that this plat is a representation of a survey
 made on the ground on 20 June 1972
 There are no encroachments unless shown on plat.

● Steel Rod
 ○ Pipe
 □ Iron Nail
 △ Stone
 * Electric
 + Telephone
 - Fence

REGISTERED PUBLIC SURVEYOR
 No. 1460

SEAL

SCALE: 1" = 200'

ELLIS ASSOCIATES
SURVEYORS
 106 N COLLEGE Ph. 214/937-7474
 WAXAHACHIE TEXAS 75165

4718 W/D O. P. Claunch et ux et al to Maypearl Independent School District

The State of Texas,

Know All Men by These Presents:

County of **ELLIS**

VOL. 776
PG. 0907

That We, O. P. Claunch and wife, Maurine Claunch; Ann R. Bynum and husband, James Bynum,

of the County of **Ellis** State of **Texas** for and in consideration of the sum of

Nine Thousand Four Hundred Fifty and No/100 (\$9,450.00) - - - DOLLARS

cash
to us / in hand paid by **Maypearl Independent School District**, the receipt and sufficiency of which are hereby acknowledged and confessed as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said **Maypearl Independent School District**

of the County of **Ellis** State of **Texas** all that certain

tract of land situated in Ellis County, Texas, and being a part of the Alfred Riley Survey, Abstract No. 922 and the John McNabb Survey, Abstract No. 680 in Ellis County, Texas, and being more particularly described by its metes and bounds as follows:

BEGINNING at a steel rod at the Southeast corner of Lot 6, Block 7 of the J. P. Claunch Addition to Maypearl, Ellis County, Texas, said point being the Southeast corner of the Maypearl School tract;

THENCE S. 18 deg. 30 min. W., 200.0 feet to a steel rod;

THENCE N. 71 deg. 30 min. W., 544.3 feet to a steel rod;

THENCE N. 18 deg. 30 min. E., 860.0 feet to a steel rod;

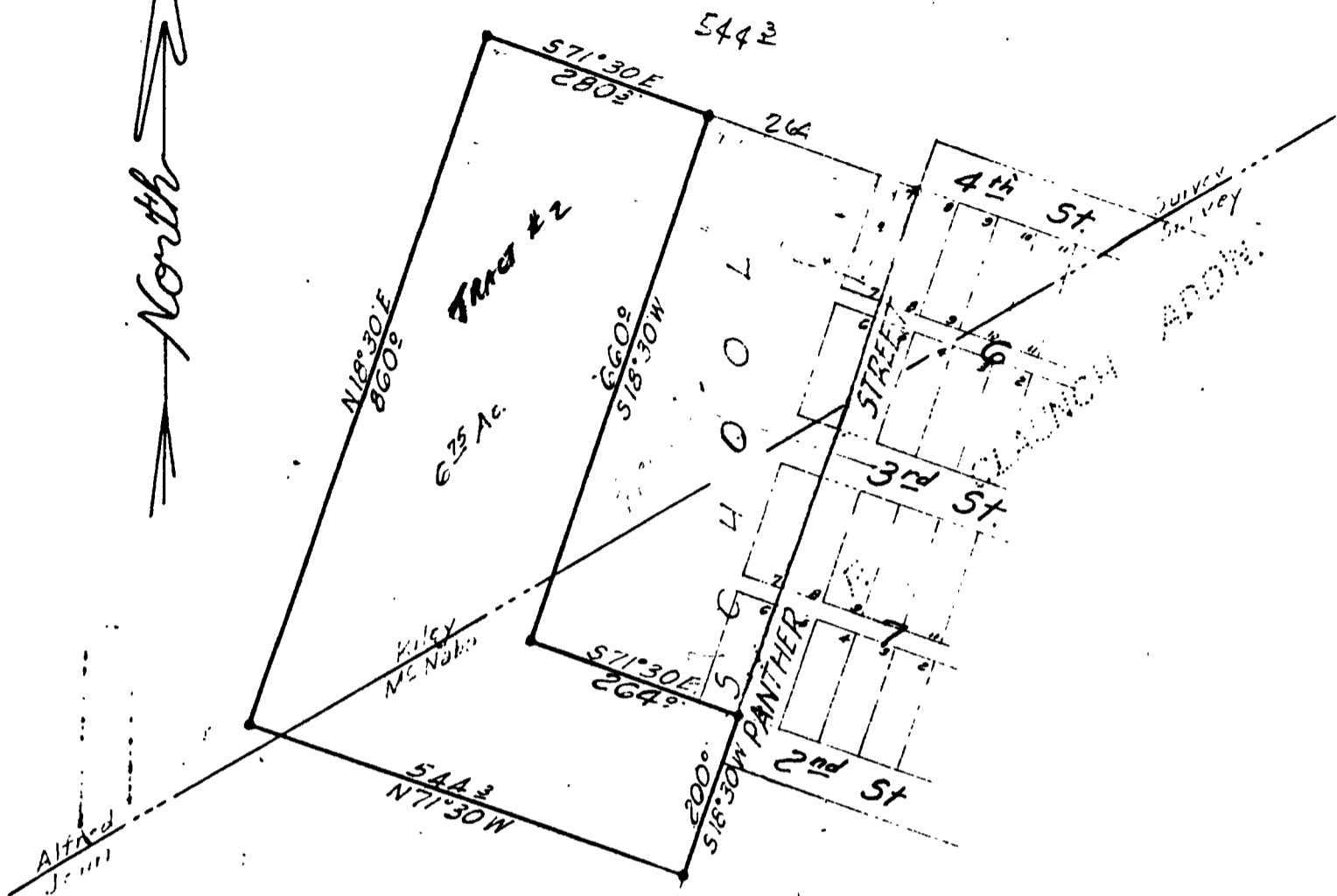
THENCE S. 71 deg. 30 min. E., 280.3 feet to a steel rod at the Northwest corner of said School tract;

THENCE S. 18 deg. 30 min. W. with the West line of said School tract, a distance of 660.0 feet to a steel rod at its Southwest corner;

THENCE S. 71 deg. 30 min. E. with the South line of said School tract, a distance of 264.0 feet to the point of BEGINNING, and containing 6.75 acres of land.

Surveyed by **Harrill L. Hamilton**, Registered Public Surveyor No. 1460 on June 20, 1972.

TRACT # 2



Survey Plat
of a 6.75 Acres tract of land in the
ALFRED RILEY SURVEY
Abstract No. 922
and in the
JOHN McNABE SURVEY
Abstract No. 680
Ellis County, Texas

I certify that this plat is a representation of a survey
made on the ground on 20 June 1972
There are no encroachments unless shown on plat.

- Steel Rod
- Pipe
- Box D Air
- △ Stone
- ⊕ E. of lot
- ⊖ T. of lot
- ⊘ Fence

REGISTERED PUBLIC SURVEYOR
No. 1460

SEAL

SCALE: 1" = 200'

ELLIS ASSOCIATES
SURVEYORS
106 N COLLEGE Ph. 214/937-7474
WAXAHACHIE TEXAS 75165

#4796 DT MAYPEARL ISD TO FIRST STATE BANK, MAYPEARL

184

The State of Texas,

Know All Men by These Presents:

County of ELLIS

THAT MAYPEARL INDEPENDENT SCHOOL DISTRICT, acting herein by and through its heretofore duly authorized officers, whose mailing address is

Maypearl, of the County of Ellis, State of Texas,

being the Debtor(s) and hereinafter called "Grantors", (whether one or more), in consideration of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and the debt and trust hereinafter mentioned, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto Curtis E. Greer, Trustee(s), hereinafter called the "Trustee" (whether one or more), and to his successors in trust, the following described land and other property situated in the County of Ellis

State of Texas, to-wit:

Being a 23.25 acre tract of land situated in the Alfred Riley Survey, Abstract No. 922, Ellis County, Texas, and a part of the 311.95 acre Second Tract conveyed by J.P. Claunch, Jr., et ux, to O. P. Claunch by deed of record in Vol. 331, Page 514, Deed Records of Ellis County and being more particularly described by metes and bounds as follows:

BEGINNING at a steel rod on the North line of 4th Street and at the S.W. corner of Block 3 of the J.P. Claunch Addition to the City of Maypearl, Texas, according to the Plat of said Addition of record in Vol. 152, Page 390, Deed Records of Ellis County; THENCE N. 71 deg. 30 min. W. along the North line of the said 4th Street, 360.0 feet to a point;

THENCE S. 18 deg. 30 min. W., 60.0 feet to a point on the North line of the existing Maypearl School tract;

THENCE N. 71 deg. 30 min. W., with the North line of the said School tract, 494.4 feet to a steel post at the N.W. corner of said School tract;

THENCE N. 18 deg. 30 min. E., in line with the said School tract West line, 826.8 feet to a steel rod for corner.

THENCE N. 60 deg. 0 min. E., 795.5 feet to a steel rod on the West right of way line of F.M. Highway No. 157;

THENCE S. 29 deg. 15 min. E., with the said Highway West right of way line, 599.0 feet to a steel rod by a fence corner post;

THENCE S. 35 deg. 43 min. W., with fence, 399.0 feet to a steel rod;

THENCE S. 21 deg. 28 min. W., with fence, 56.0 feet to a steel rod at the most Northerly N.W. corner of the said Claunch Addition;

THENCE S. 18 deg. 03 min. W, with the West line of Block 2 and Block 3 of the said Claunch Addition, 520.0 feet to the place of beginning and containing 23.25 acres of land.

being the Secured Party(ies), and hereinafter called the "Noteholder", (whether one or more) at Maypearl, Texas

which is the Noteholder's post office address, or at such other place as the Noteholder may from time to time designate in writing, with interest and in installments as stipulated and provided therein and finally maturing on March 27, 1986.

2. This Conveyance is made in trust to further secure payment of all other amounts with interest thereon becoming due and payable to the Noteholder under the terms of the Note or this Deed of Trust, including (but not limited to) any extension, renewal or re-amortization of said Debt, any increase or addition thereto and any future debt owing by Grantors to the Noteholder, the payment thereof being secured or intended to be secured hereby; and to further secure performance and discharge of each and every promise, obligation, covenant and agreement of Grantors contained in the Note, this Deed of Trust or any other instrument executed by Grantors, pertaining to said debt or the security therefor.

3. As additional security for the payment of said debt, Grantors hereby transfer and assign unto the Noteholder:

(a) All judgments, awards of damages and settlements hereinafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or any part thereof, or to any rights appurtenant thereto, including any award for exchange of grade of streets. The Noteholder is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver acquittances for, and to appeal from, any such judgments or awards. The Noteholder may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Noteholder elects;

(b) All bonuses, rents and royalties accrued or to accrue under all oil, gas or mineral leases, now existing or which may hereafter come into existence. Grantors direct payment of the same to the Noteholder, at the option of the Noteholder and upon written demand of the Noteholder therefor, to be applied to the debt until paid, whether due or not, and either before or after any default under the terms of this Deed of Trust or the Note.

(c) All rents, issues and profits of the Mortgaged Premises, including, but not limited to, all unsevered crops, or Grantors' interest therein. Grantors direct payment of the same to the Noteholder to be applied to the debt until paid, whether due or not. This assignment shall become operative upon any default of Grantors under the terms of this Deed of Trust or the Note and shall remain in full force and effect so long as any default continues in the matter of making any of the payments or the performance of any of the covenants set forth in this Deed of Trust or the Note.

4. The proceeds of the Note to the extent that the same are utilized to take up any outstanding liens against the Mortgaged Premises, or any portion thereof, have been advanced by the Noteholder at Grantors' request and upon Grantors' representation that such amounts are due and are secured by valid liens against the Mortgaged Premises. The Noteholder shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by the Noteholder by assignment or are released by the holder thereof upon payment.

5. Grantors further covenant and agree:

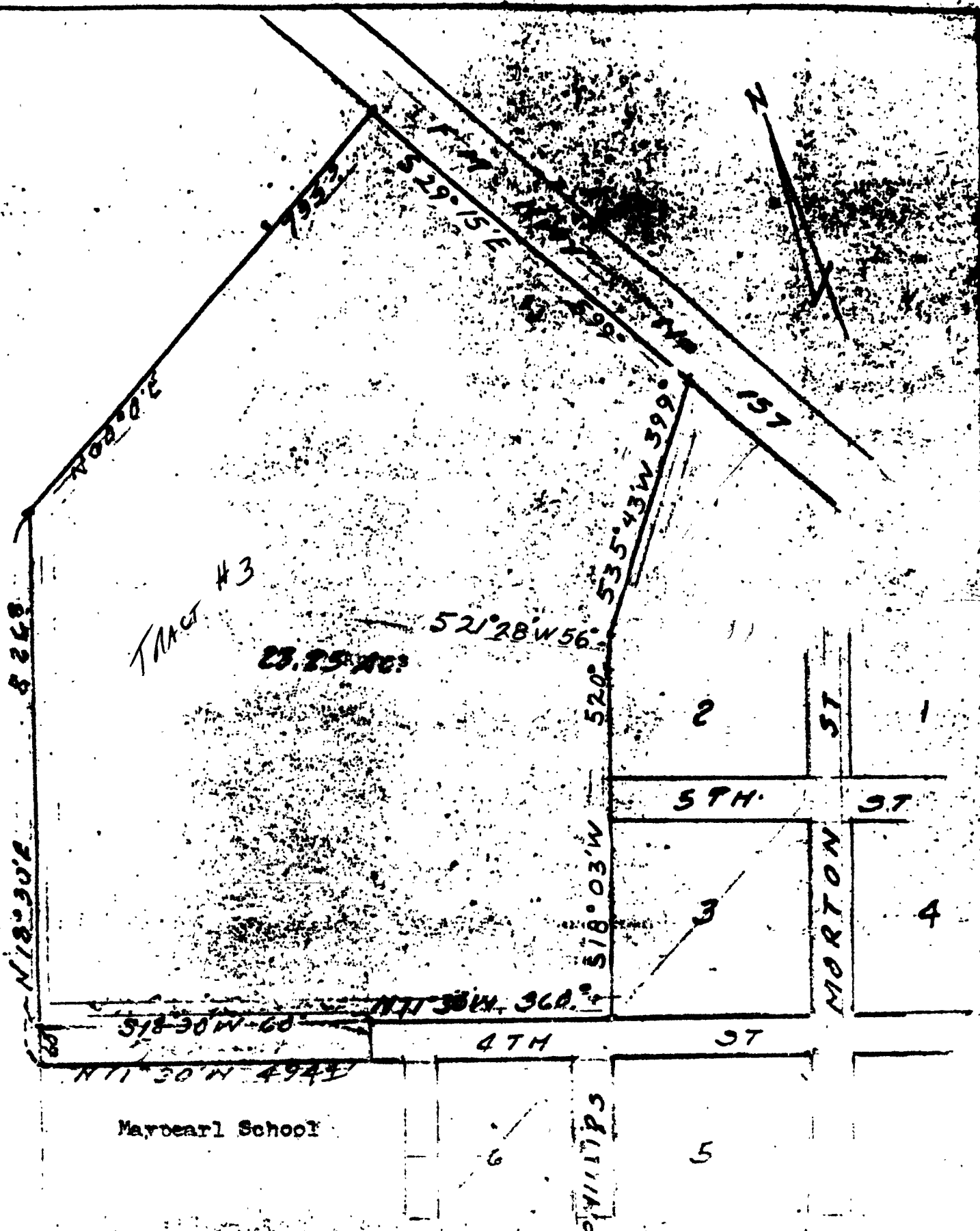
(a) That Grantors will pay the principal of and interest on the Note in accordance with the terms thereof. That Grantors are seized of the Mortgaged Premises and are entitled to convey the same; that Grantors will make such further assurance of title as may be necessary to fully confirm to the Trustee the title to the Mortgaged Premises.

(b) That all awnings, door and window screens, storm window screens, storm windows and doors, mantels, cabinets, rugs, carpeting, linoleum, wall and in-a-door beds, stoves, shades, blinds, oil and other fuel-burning systems and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, and such goods and chattels and personal property as are ever furnished by landlords in letting or operating an unfurnished building, or which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry or in other manner, and all additions thereto and replacements thereof, and such built-in equipment as shown by plans and specifications, are and shall be deemed to be fixtures and acccessions to the Mortgaged Premises, being hereby agreed to be immovables and a part of the realty as between the parties hereto, and shall be deemed to be a part and portion of the Mortgaged Premises.

(c) That Grantors will pay (prior to delinquency) all taxes and assessments levied or assessed upon the Mortgaged Premises, or the interest created therein by this Deed of Trust, and exhibit the receipts therefor to the Noteholder (unless such payments are made by the Noteholder, as hereinafter provided), and will defend the title and possession of the Mortgaged Premises to the end that this Deed of Trust shall be and remain a first lien on the Mortgaged Premises until the debt is paid. That Grantors will pay all attorney's fees and expenses which may be incurred by the Noteholder in enforcing the terms of the Note and this Deed of Trust or in any suit which the Noteholder may become a party where this Deed of Trust or the Mortgaged Premises is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt. The word "assessments" as used in this Deed of Trust, whether in this paragraph or elsewhere, shall include not only assessments by political subdivisions, but also maintenance charges, regular assessments and special assessments assessed by subdivision restrictions, homeowner's declarations for planned unit developments and assessments by condominium agreements, if any.

TRACT #3

Return to: First State Bank, P. O. Box 90, Maypearl, Texas 76064



Maypearl School

Survey Plat of
 A 23.25 acre tract in the
 Alfred Riley Survey, A-922
 Ellis County, Texas

Certified correct and prepared
 from a survey made on the ground
 February 23 and 24, 1984.

C. O. Burkett
 C. O. Burkett, Registered Public

13400

1987 AUG 13 PM 1:28
FILED FOR RECORD
FAYE M. WASHINGTON
CO. CLERK, ELLIS CO.

THE STATE OF TEXAS }
COUNTY OF ELLIS } I HEREBY CERTIFY THAT THE INSTRUMENT
WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME
AND WAS DULY RECORDED IN VOL. 776 P. 896 OF THE
WD RECORDS OF ELLIS COUNTY, TEXAS, ON 8-20-87

FAYE M. WASHINGTON, COUNTY CLERK
ELLIS COUNTY, TEXAS

BY: Jeanie Smith

*City of Maypear
Maypear Texas 76064*