

AN ORDINANCE OF THE CITY OF CLEVELAND APPROVING A BOUNDARY AGREEMENT WITH THE CITY OF NORTH CLEVELAND; AND DISPENSING WITH THE REQUIREMENT THAT THIS ORDINANCE BE READ AT TWO REGULAR MEETINGS.

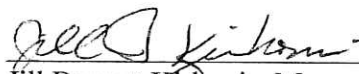
* * * * *

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

Section 1. The boundary agreement between the City of Cleveland and the City of North Cleveland, a copy of which is attached hereto as Exhibit A and made a part hereof, is hereby approved. The Mayor is authorized to execute said agreement on behalf of the City of Cleveland.

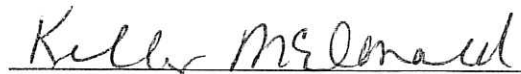
Section 2. A copy of this Ordinance having been furnished to all members of the City Council more than ten (10) hours prior to the meeting at which it was adopted, the City Council by affirmative vote of all members present dispenses with the requirement of the Charter that this Ordinance be read at two (2) regular meetings.

PASSED, APPROVED AND ADOPTED this 20 day of May, 2008.



Jill Barnett Kirkonis, Mayor

ATTEST:



Kelly McDonald, City Secretary

BOUNDARY AGREEMENT
BY AND BETWEEN
THE CITY OF CLEVELAND, TEXAS AND
THE CITY OF NORTH CLEVELAND, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF LIBERTY §

This Boundary Agreement ("Agreement") is made and entered into by and between the City of Cleveland, Texas ("Cleveland"), a municipality operating under the Constitution and laws of the State of Texas and its home rule charter, and the City of North Cleveland, Texas ("North Cleveland"), a municipality operating under the Constitution and laws of the State of Texas. This Agreement is made under the authority granted by Section 43.031 of the Texas Local Government Code.

Preamble

WHEREAS, Cleveland and North Cleveland are adjacent municipalities located in Liberty County, Texas; and

WHEREAS, Section 43.031 of the Texas Local Government Code provides that adjacent municipalities may make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, that certain 1.68 acre tract of land ("Subject Tract 1") in the John S. Boothe Survey, the same being described in Exhibit 1 attached hereto and made a part hereof, that certain 3.243 acre tract of land ("Subject Tract 2") in the John S. Boothe Survey, the same being described in Exhibit 2 attached hereto and made a part hereof, and that certain 5.42 acre tract of land ("Subject Tract 3") in the John S. Boothe Survey, the same being described in Exhibit 3 attached hereto and made a part hereof, are presently located within the corporate boundaries of North Cleveland; and

WHEREAS, Cleveland and North Cleveland desire to adjust their boundaries so that the Subject Tracts will be located within the corporate boundaries of Cleveland;

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, and pursuant to the authority granted by Section 43.031 of the Texas Local Government Code, Cleveland and North Cleveland hereby agree as follows:

1.

From and after July 1, 2008, the Subject Tracts, together with that portion of F.M. Highway No. 2025 which abuts the Subject Tracts, shall not be included within the corporate boundaries of North Cleveland but shall be included within the corporate boundaries of Cleveland.

2.

Cleveland agrees to make payments to North Cleveland as follows:

A. Cleveland shall pay North Cleveland a sum equal to twenty five percent (25%) of the property taxes assessed against the Subject Tracts and collected by Cleveland for tax year 2009. Cleveland shall make such payment not later than fifteen (15) days after it receives such taxes.

B. Cleveland shall pay North Cleveland a sum equal to fifty percent (50%) of the local sales tax which it receives from sales made on the Subject Tracts. Cleveland shall make such payments not later than fifteen (15) days after it receives such taxes from the Comptroller of Public Accounts. In calculating the payments due under this paragraph 2B., Cleveland may rely upon the statements furnished it by the owner or operator of the facilities located on the Subject Tracts. Cleveland's obligation to pay North Cleveland under this paragraph 2B. shall begin with the first sales tax payment made by the owner or operator of the facilities located on the Subject Tracts and shall extend for a period of ninety-six (96) months. No payments shall be due thereafter.

3.

In the event that Cleveland shall default or fail to make any payment due under paragraph 2A. or 2B. of this Agreement, North Cleveland may terminate this Agreement by giving Cleveland written notice thirty (30) days prior to termination. If Cleveland cures its default at any time within such 30-day period, this Agreement shall not terminate but shall continue in full force and effect.

4.

If this Agreement is terminated as provided by paragraph 3 hereof, the Subject Tracts shall no longer be included within the corporate boundaries of Cleveland but shall, from and after such termination, be included within the corporate boundaries of North Cleveland. Cleveland shall execute such documents confirming the termination of this Agreement as North Cleveland shall reasonably request.

5.

Any notice required by this Agreement or by law shall be given in writing to the parties by certified mail, return receipt requested, addresses as follows:

TO CLEVELAND:

City of Cleveland
907 East Houston
Cleveland, Texas 77327
Attn: City Manager

TO NORTH CLEVELAND:

City of North Cleveland
P.O. Box 1266
Cleveland, Texas 77327
Attn: Mayor

IN WITNESS WHEREOF, this Agreement is executed effective as of the 20 day of May, 2008.

CITY OF CLEVELAND, TEXAS

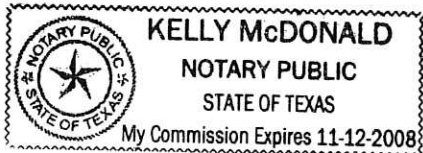
By: Jill Barnett Kirkonis
Jill Barnett Kirkonis
Mayor

CITY OF NORTH CLEVELAND, TEXAS

By: Bob Bartlett
Bob Bartlett
Mayor

THE STATE OF TEXAS §
§
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 20 day of May, 2008, by Jill Barnett Kirkonis, Mayor of the City of Cleveland, Texas, for and on behalf of said city.

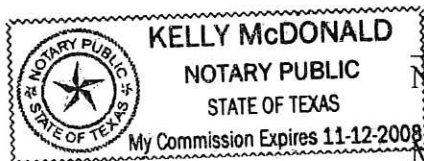


Kelly McDonald
Notary Public, State of Texas

My Commission Expires: 11-12-2008

THE STATE OF TEXAS §
§
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 6 day of June, 2008, by Bob Bartlett, Mayor of the City of North Cleveland, Texas, for and on behalf of said city.



Kelly McDonald
Notary Public, State of Texas

My Commission Expires: 11-12-2008

"EXHIBIT 1"

BEING all that certain tract or parcel of land lying and situated in Liberty County, Texas, out of the J. S. BOOTHE SURVEY, ABSTRACT NO. 139 and being all of those certain two tracts described as TRACT 1 (1.2645 acres) and TRACT 2 (0.4110 acre) in a deed from National Convenience Stores Incorporated to Gulshan Enterprises, Inc. dated October 16, 1996 and recorded in Volume 1641 on Page 84 of the Official Public Records of Liberty County, Texas, to which references are hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to- wit:

BEGINNING at the Northeast corner of the aforesaid referred to 0.4110 acre tract and the Southeast corner of that certain 6.5540 acre tract described as TRACT ONE in a Quitclaim Deed from Elizabeth West to Barbara West Nice dated September 14, 1990 and recorded in Volume 1336 on Page 809 of the Official Public Records of Liberty County, Texas, a ½" pipe found for corner in the West right-of-way line of F. M. Highway No. 2025 (80 feet wide right-of-way), said pipe witnessed by a 1 pipe bearing N 89° 51' 08" W 0.82 feet, a concrete right-of-way monument bearing N 02° 53' 52" W 79.26 feet, and a concrete right-of-way monument bearing N 00° 07' 48" E 805.71 feet;

THENCE two calls with the East boundary line of the said 0.4110 acre tract as follows:

- (1) Southerly with a 08° 28' 05" curve to the left (Central Angle = 12° 24' 12" Radius = 676.62 feet with Long Chord Bearing and Distance = S 12° 27' 26" E 146.19 feet) with the West right-of-way line of the said F. M. Highway No. 2025, at 146.47 feet (called 147.87 feet) the North corner of that certain 0.22138 acre tract described in a deed from Hettie Bell Vann Lilley, et vir to the State of Texas dated July 20, 1963 and recorded in Volume 556 on Page 214 of the Deed Records of Liberty County, Texas, a ½" pipe set for corner in the West right-of-way line of U.S. Highway No. 59 By-Pass, said pipe witnessed by a 3/8" rod bearing N 29° 23' 15" E 0.89 feet;
- (2) S 37° 44' 24" W (called S 37° 22' W) with the West boundary line of the said 0.22138 acre tract, an East boundary line of the aforesaid referred to 1.2645 acre tract, the West boundary line of that certain 0.00596 acre tract described in a deed from W. D. Vann, et ux to the State of Texas dated July 30, 1963 and recorded in Volume 556 on Page 617 of the Deed Records of Liberty County, Texas, and the West right-of-way line of the said U.S. Highway No. 59 By-Pass, at 11.15 feet pass on line a concrete right-of-way monument, at 192.55 feet the Southeast corner of the said 1.2645 acre tract, the Southwest corner of the said 0.00596 acre tract, and the Northeast corner of that certain 4.8128 acre tract described in a deed from T.R.U. Property IV Joint Venture to Palm Harbor Homes, Inc. dated August 1, 1996 and recorded in Volume 1629 on Page 823 of the Official Public Records of Liberty County, Texas, a 1/2" rod (In a 1" pipe) found for corner, said rod witnessed by a concrete right-of-way monument bearing S 37° 44' 24" W 381.31 feet;

THENCE S 89° 37' 03" W with the South boundary line of the said 1.2645 acre tract and the North boundary line of the said 4.8128 acre tract, at 165.99 feet the Southwest corner of the said 1.2645 acre tract and the Southeast corner of that certain tract described as THIRD TRACT in a deed from Henry Vann, et ux to Roy L. Hurley dated November 12, 1969 and recorded in Volume 653 on Page 359 of the Deed Records of Liberty County, Texas, a 3/8" rod found for corner witnessed by a 1/2" pipe bearing S 89° 37' 03" W 648.62 feet;

THENCE N 01° 07' 26" W with the West boundary line of the said 1.2645 acre tract and the East boundary line of the said THIRD TRACT, at 295.52 feet the Northwest corner of the said 1.2645 acre tract and the Northeast corner of the said THIRD TRACT, a 3/8" rod found for corner in the South boundary line of the aforesaid 6.5540 acre tract, said rod witnessed by a 1" pipe bearing S 89° 51' 08" W 210.31 feet;

THENCE N 89° 51' 08" E (called N 89° 58' 29" E) with the North boundary line of the said 1.2645 acre tract, the North boundary line of the aforesaid 0.4110 acre tract, and the South boundary line of the said 6.5540 acre tract, at 258.11 feet the point and place of beginning and containing 1.676 acres of land, more or less.

The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

EXHIBIT "2"

Being all that certain tract or parcel of land lying and situated in Liberty County, Texas out of the J. S. Boothe Survey, Abstract No. 139 and being a part or portion of that certain 6.5540 acre tract described as TRACT ONE in a Quitclaim Deed from Elizabeth West to Barbara West Nice dated September 14, 1990 and recorded in Volume 1336 on Page 809 of the Deed Records of Liberty County, Texas to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast corner of the aforesaid referred to 6.5540 acre tract and the Southeast corner of that certain 6.45 acre tract described as Tract II in a deed from W.N. Taff, et al to B & T Warehouses, Inc. and recorded in Volume 914 on Page 177 of the Deed Records of Liberty County, Texas, a 1" pipe found for corner in the West right-of-way line of F. M. Highway No. 2025 (80 feet wide right of way), said pipe witnessed by a 1" pipe bearing N 00° 17' 39" E 298.72 feet and a concrete right of way monument bearing N 00° 27' 37" E 505.38 feet;

THENCE two calls with the East boundary line of the said 6.5540 acre tract and the West right of way line of the said F. M. Highway No. 2021 (Coldspring Road) as follows:

S 00° 27' 37" W 221.18 feet (called S 00° 30' W 221.00 feet), a concrete right of way monument found for corner;

Southerly with a 08° 28' 05" curve to the left (Central Angle = 06° 42' 57" Radius = 676.62 feet with Long Chord Bearing and Distance = S 02° 53' 52" E 79.26 feet) at 79.31 feet the Southeast corner of the said 6.5540 acre tract and the Northeast corner of that certain 0.4110 acre tract described as Tract 2 in a deed from National Convenience Stores Incorporated to Gulshan Enterprises, Inc. dated October 16, 1996, and recorded in Volume 1641 on Page 84 of the Deed Records of Liberty County, Texas, a ½" pipe set for corner, witnessed by a 1" pipe bearing N 89° 51' 08" W 0.82 feet;

THENCE S 89° 51' 08" W (called S 89° 51' 08" W) with the South boundary line of the said 6.5540 acre tract, the North boundary line of the said 0.4110 acre tract, the North boundary line of that certain 1.2645 acre tract described as Tract 1 in the said Deed (1641/84), the North boundary line of that certain tract described as Third Tract in a deed from Henry Vann, et ux to Roy L. Hurley dated November 12, 1969 and recorded in Volume 653 on Page 359 of the Deed Records of Liberty County, Texas, the North boundary line of that certain 0.645 acre tract described in a deed from Mrs. Annie Yesernick to Roy Lee Hurley dated January 4, 1968 and recorded in Volume 624 on Page 728 of the Deed Records of Liberty county, Texas, and the North boundary line of that certain tract described as Second Tract in the said deed (653/359), at 258.11 feet pass on line a 3/8" rod, at 468.42 feet the Southeast corner of that certain 3.2884 acre tract described in a deed from Barbara West Nice, et al to East Texas Fiber Line, Inc. Date September 12, 1990 and recorded in Volume

1336 on Page 851 of the Deed Records of Liberty County, Texas, a 1" pipe found for corner witnessed by a 3/8" rod found for the Southwest corner of the said 6.5540 acre tract and the Southwest corner of the said 3.2884 acre tract bearing S 89° 51' 08" W 449.75 feet;

THENCE N 00° 01' 11" E with the E boundary line of the said 3.2884 acre tract, at 30.00 feet pass on line a 1" pipe, at 306.85 feet the Northeast corner of the said 3.2884 acre tract, a 1" pipe found for corner in the North boundary line of the aforesaid 6.5540 acre tract and the South boundary line of the aforesaid 6.45 acre tract, said pipe witnessed by a boat spike found (at a fence corner) bearing N 89° 20' 53" W 453.11 feet;

THENCE S 89° 20' 53" E (called S 89° 12' 22" E) with the North boundary line of the said 6.5540 acre tract and the South boundary line of the said 6.45 acre tract, at 466.11 feet the point and place of beginning and containing 3.243 acres of land, more or less

All that certain tract or parcel of land being out of and a part of Block 5 of the Winslow Robinson Addition to the City of Cleveland in the J.S. Boothe Survey, A-139, Liberty County, Texas, said lands being more particularly described by metes and bounds on Exhibit "A" attached hereto.

EXHIBIT "A"

All that certain tract or parcel of land situated in the County of Liberty, State of Texas, out of the J.S. Boothe Survey, and more particularly described as follows, to-wit:

BEING Block No. Six (6) in partition of the East one-half (E. 1/2) of Lot or Block Number Five (5) of the Winslow Robinson Addition to the City of Cleveland, County of Liberty, State of Texas by and between the Heirs of Fred Glenn Beshell, deceased; Said block number Six (6) containing 6.45 acres of land, more or less, and being the same land conveyed to O.H. Beshell in the partition deed dated February 26, 1937, and recorded in Volume 461, page 124 of the Deed Records of Liberty County, Texas, said Block Six (6) being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Block Number Five (5) at the intersection of the West line of Farm Road Number 2025 with the South line of graded road;

THENCE: South 100 feet with the East line of said Farm Road Number 2025, to stake for corner at the Northeast corner of Tract Number Five (5) of said partition conveyed to the heirs of Clyde Beshell, deceased;

THENCE: South 89 deg. 48 minutes West 300 feet with the North line of said Clyde Beshell Heirs 6.45 acre tract to the Northwest corner of said in the West line of said East One-half (E. 1/2) of said Lot or Block Number Five (5);

THENCE: North 4 deg. West 203 feet with the West line of said East one-half (E. 1/2) of said lot or Block Number five (5) to the Northwest corner of same in the South line of said graded road;

THENCE: South 89 deg. 41 minutes East 303 feet with the South line of said graded road and the North line of said Lot or Block Number Five (5) to the PLACE OF BEGINNING, containing 6.45 acres of land, more or less, and being the same land shown on Plat of said Partition, recorded in Volume 2, page 378 of the Map Records of Liberty County, Texas.

SAVE AND EXCEPT:

Being all that certain tract or parcel of land containing 1.03 acres of land situated in the J.S. Boothe Survey, Abstract No. 139, Liberty County, Texas, and being out of the east 1/2 of Block No. 5, of the Winslow Robinson Addition to the Town of Cleveland, and being out of that certain called 1.01 acre tract and a 6.45 acre tract as described in Volume 914, Page 177, L.C.D.R.; Said 1.03 acre tract being more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a 3/8 inch iron rod found in the east margin of a graded road for the Southwest corner of the 1.01 acre tract and same being the Northwest corner of a called East Texas Fiberline 3.1616 acre tract as described in Volume 1336, Page 851, L.C.D.R. for the PLACE OF BEGINNING;

THENCE North 4 degrees 00 minutes 00 seconds West, a distance of 293.00 feet with the east margin of said graded road to a 1/2 inch iron rod set in the south margin of Low Water Bridge Road, a paved county road for the Northwest corner of this tract;

THENCE South 89 degrees 40 minutes 59 seconds East, along and with the Low Water Bridge Road south margin, at 150 feet passing the Northwest corner of the called 5.44 acre tract as described in Volume 914, Page 177, L.C.D.R. and continuing for a total distance of 163.22 feet to a 1/2 inch iron rod set for the Northeast corner of this tract;

THENCE South 0 degrees 37 minutes 25 seconds East, a distance of 286.42 feet to a 1/2 inch iron rod set for the Southeast corner of this tract;

THENCE South 88 degrees 02 minutes 49 seconds West, a distance of 145.98 feet to the PLACE OF BEGINNING containing 44744 square feet or 1.03 acres.

S

The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

City of North Cleveland

P.O. Box 1266
Cleveland, Texas
77327

281-592-5542
936-653-3282

Robert Bartlett, Mayor

May 19, 2008

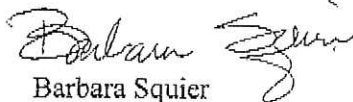
A special called meeting of the City of North Cleveland was called to order.
Present: Mayor Robert Bartlett, Mayor Pro-tem Randall Squier, and Council
Members James Shaw and Sue Shaw, City Secretary Barbara Squier

Guest: None

Meeting opened with the reading of the old minutes from the May 12, 2008
meeting. It was noted that the agreement included ad valorem taxes of 25% for
one year and sales taxes of 50% for eight years.

Motion to approve old minutes made by Robert Bartlett. Motion second by
Randall Squier, all in favor. Motion carried.

Meeting adjourned


Barbara Squier
City Secretary

