

ORDINANCE NO.

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AUTHORIZING THE ISSUANCE OF THE CITY OF DANBURY, TEXAS, CITY HALL IMPROVEMENT WARRANTS, SERIES 1972, AGGREGATING \$11,000.00, BEARING INTEREST AT THE RATE OF 6% PER ANNUM, FOR THE PURPOSE OF PURCHASING LAND FOR USE AS AN ANIMAL SHELTER: PROVIDING FOR THE LEVYING AND COLLECTION OF TAXES ON ALL THE TAXABLE PROPERTY IN SAID CITY SUFFICIENT TO PAY THE INTEREST ON SAID WARRANTS AND THE PRINCIPAL AS IT MATURES.

WHEREAS, it is deemed to be to the best interest of the City that purchase of land for use as an animal shelter be made, and

WHEREAS, on or about the 24th day of January, 1972, the City of Danbury, Texas, acting by and through its Mayor, authorized by the City Council, entered into a contract with R. A. Clark, of Harris County, Texas, whereby the said R. A. Clark obligated himself to sell to said City certain real property, which contract is as follows, to-wit:

THIS AGREEMENT made and entered into by and between R. A. Clark of Harris County, Texas, hereinafter called "Seller", and the City of Danbury, Texas, hereinafter called "Purchaser", acting by and through its Mayor thereunto duly authorized:

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

WITNESSETH:

R. A. Clark, hereinafter called "Seller", hereby sells and agrees to convey unto the City of Danbury, Texas, hereinafter called "Purchaser", the following described property:

10.018 Acres of land, more or less, out of that portion of Tract No. 2 West of Flores Bayou, Danbury Subdivision, Abstract 13, Brazoria County, Texas; being out of the Danbury Subdivision of the East one-half of the H. Austin League No. 5, said subdivision being recorded in Volume 80, Page 632 of the Deed Records of Brazoria County, Texas, said 10.018 acres being more particularly described by metes and bounds as follows:
BEGINNING at a two inch iron pipe found in the West corner of Tract No. 2, said iron pipe being in the Northeasterly right of way line of County Road 46,

thence N. 62 deg. 37' East along the Northerly line of Tract No. 2, a distance of 482.85 feet to a one inch iron pipe found in the North corner of said Tract 2; THENCE South 47 deg. 46' 11" East along the Northeasterly line of Tract No. 2, a distance of 22.00 feet to a point in the approximate centerline of Flores Bayou; THENCE in a Southerly direction following the approximate centerline of Flores Bayou with its meanders as follows: South 10 deg. 31' 04" East a distance of 41.14 feet to a point; South 20 deg. 06' 17" East a distance of 51.87 feet to a point; South 39 deg. 45' 38" East a distance of 266.61 feet to a point; South 38 deg. 48' 55" East a distance of 152.93 feet to a point; South 24 deg. 25' 05" East a distance of 101.24 feet to a point; South 8 deg. 45' 42" West a distance of 112.65 feet to a point; South 32 deg. 46' 45" West a distance of 107.63 feet to a point; South 54 deg. 13' 50" West a distance of 115.06 feet to a point; South 45 deg. 24' 05" West a distance of 157.06 feet to a point; South 7 deg. 34' 42" West a distance of 77.79 feet to a point; South 29 deg. 46' 02" East a distance of 129.31 feet to a point; South 10 deg. 34' 42" East a distance of 60.79 feet to a point; South 10 deg. 16' 30" West a distance of 125.30 feet to a point, said point also being in the Westerly line of Tract No. 2; THENCE North 27 deg. 15' West along the Westerly line of Tract No. 2, same being the Northeast right of way line of County Road 46 a distance of 1181.00 feet to the point of beginning and containing 10.018 acres of land, more or less.

4.753 Acres of land, more or less, out of the Southerly part of Tract No. 2 out of the Danbury Subdivision of the East one-half of the H. Austin League No. 5, Abstract 13, Brazoria County, Texas, said subdivision being recorded in Volume 80, Page 632, Deed Records of Brazoria County, Texas, said 4.753 acres of land being more particularly described by metes and bounds as follows: COMMENCING at an existing iron pipe set at the point of intersection of the Northwesterly right of way line of County Road 207 and the Southwesterly right of way line of Ave. L a distance of 336.00 feet to the POINT OF BEGINNING of the 4.753 acres of land herein described; THENCE South 47 deg. 46' 11" East along the Southwesterly line of Ave. L, a distance of 112.77 feet to an existing iron rod in the North corner of the D. E. McIntyre called one acre tract; THENCE South 63 deg. 02' West along the Northwesterly line of said McIntyre tract a distance of 223.23 feet to an existing iron rod for corner;

THENCE South 47 deg. 46' 11" East along the South-westerly line of said McIntyre tract a distance of 223.24 feet to an existing iron rod for corner in the Northwesterly right of way line of County Road 207; THENCE South 63 deg. 02' West with the Northwesterly right of way line of County Road 207 a distance of 709.07 feet to a point for the Southerly corner of Tract No. 2; THENCE North 27 deg. 15' West along the Westerly line of Tract No. 2, same being the Northeasterly right of way line of County Road 46, a distance of 14.00 feet to a point in the approximate centerline of Flores Bayou; THENCE in a Northerly direction following the approximate centerline of Flores Bayou with its meanders as follows:
North 10 deg. 16' 30" East a distance of 125.30 feet to a point;
North 10 deg. 34' 42" West a distance of 60.79 feet to a point;
North 29 deg. 46' 02" West a distance of 129.31 feet to a point;
North 7 deg. 34' 42" East a distance of 15.60 feet to a point, said point also being in the Northerly line of the herein described 4.753 acre parcel;
THENCE North 63 deg. 02' East a distance of 717.52 feet to the POINT OF BEGINNING and containing 4.753 acres of land, more or less

The purchase price for said property is \$16,415.00, payable as follows: \$5,415.00 cash, to be paid upon delivery of a General Warranty Deed; \$11,000.00, to be paid and secured to be paid by the issuance of five (5) separate Time Warrants, of even date herewith, payable to R. A. Clark, bearing 6% interest, payable annually, with one of said warrants to mature each year, beginning on the 24th day of January, 1973. The first four of said Time Warrants to be in the principal sum of \$2,000.00 each, and the fifth Time Warrant to be in the principal amount of \$3,000.00, with all of said Time Warrants, together with interest thereon, to be payable at the Danbury State Bank, Danbury, Texas.

Seller agrees to furnish and pay for a General Warranty Deed, an owner's title insurance policy and a certified survey of said property. Purchaser agrees to pay for all other expenses incident to said sale. Seller agrees to pay for all taxes accrued against said property, up to and including the date of sale.

EXECUTED this 24th day of January, 1972.

ATTEST:

CITY OF DANBURY, TEXAS

Betty R. Utell
City Secretary

By: Paul D. Harvey
Paul Harvey, Mayor

R. A. Clark
R. A. Clark, Seller

WHEREAS, the City Council finds and adjudicates: (1) That all legal requirements in reference to executing said contract and in reference to the organization of this meeting and in reference to passing this ordinance have been complied with, and (2) that pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty-Second Legislature of the City is duly authorized to issue Warrants in payment for said Real property, and

WHEREAS, the City does not have on hand available for the purpose to pay for said real property, but will have the funds on hand from taxation sufficient to pay for warrants herein authorized; now, therefore:

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

1. That said contract be and the same is hereby in all things ratified, confirmed, approved and adopted as the act and contract of said City, and the same shall have effect according to its tenor and purport;

2. That in accordance with said contract, warrants on said City to be denominated "City of Danbury Animal Shelter Warrants, Series 1972", be issued in the sum of \$11,000.00, payable to bearer, evidencing the indebtedness due by said City, under and by virtue of said contract;

3. Said warrants shall be numbered from One (1) to Five (5),

inclusive, and One (1) through Four (4) shall be in the denomination of Two Thousand (\$2,000.00) Dollars each, and number Five (5) shall be in the denomination of Three Thousand (\$3,000.00) Dollars, aggregating Eleven Thousand (\$11,000.00) Dollars. They shall be dated January 24, 1972, and shall bear interest at the rate of Six (6%) per cent per annum, payable January 24, 1973, and annually thereafter on the 24th day of January of each year, which interest is a part of the contract price agreed to be paid for said real property. Principal and interest of said warrants shall be payable at the Danbury State Bank, Danbury, Texas, and said warrants shall be made to mature serially as follows:

<u>WARRANT NUMBERS</u>	<u>MATURITY DATES</u>	<u>AMOUNTS</u>
1	January 24, 1973	\$2,000.00
2	January 24, 1974	2,000.00
3	January 24, 1975	2,000.00
4	January 24, 1976	2,000.00
5	January 24, 1977	3,000.00

4. Said warrants shall be signed by the Mayor, countersigned by the City Secretary, and registered by the City Treasurer and the seal of the City shall be impressed upon each of them. The fac-simile signature of the Mayor and City Secretary may be printed upon the coupons.

5. The form of such warrants shall be substantially as follows:

NO. _____ \$2,000.00

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF DANBURY
ANIMAL SHELTER WARRANT
SERIES 1972

THE CITY OF DANBURY, TEXAS, a municipal corporation in Brazoria County, Texas, duly incorporated under the General Laws of the State of Texas, for value received, acknowledges itself indebted to the bearer, on the _____ day of _____, 19____, in the sum of

TWO THOUSAND DOLLARS

in lawful money of the United States of America, with interest thereon from date hereof, at the rate of six per cent (6%) per annum, payable

January 24, 1973, and annually thereafter on the 24th day of January of each year, which interest is evidenced by coupons attached hereto, principal and interest payable at the office of the Danbury State Bank, Danbury, Texas, upon presentation and surrender of warrants or proper Coupons; and the City Treasurer is authorized, ordered and directed to pay bearer said principal sum and interest as the same matures. In the event the sum of money evidenced by this warrant and annexed coupons shall not be paid at maturity, the same shall thereafter bear interest at the rate of Six (6%) per cent per annum, until fully paid, and in the event of such default and it becomes necessary for the holder hereof or of any of the coupons attached hereto to place claim therefor in the hands of an attorney for collection or to institute suit thereon, then said City obligates itself to pay to holder an additional ten per cent as attorney's fees.

THIS WARRANT is one of a series of Five (5) warrants of like tenor and tenor except as to maturities, numbered One (1) to Five (5), inclusive, four in the denomination of \$2,000.00, and one in the denomination of \$3,000.00, aggregating the sum of \$11,000.00, issued for the purpose of evidencing the indebtedness due by said City to the bearer, for the purchase of certain real property for an animal shelter for said City in accordance with contract therefor; and pursuant to an ordinance passed by the City Council of said City, which ordinance is recorded in the Minutes of said Council.

THE DATE of this warrant in conformity with the ordinance above mentioned is January 24, 1972.

AND IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required to be done, precedent to and in the issuance of this warrant and of this series of warrants, have been properly done, have happened and been performed in regular and due time, form and manner as required by law, and that the total indebtedness of said City, including this warrant and the entire series of which this is one,

does not exceed any constitutional or statutory limitation; and that a sufficient tax to pay the principal and interest of this warrant and the entire series of which this is one has been levied for said purpose and will continue to be annually levied, assessed, and collected while said warrants or any of them are outstanding.

IN TESTIMONY WHEREOF, the City Council of the City of Danbury has caused the seal of said City to be hereto affixed and this warrant to be signed by the Mayor, countersigned by the City Secretary and registered by the City Treasurer, and the interest coupons hereto attached to be executed by the printed fac-simile signatures of the Mayor and City Secretary as of the 24th day of January, A. D., 1972.
COUNTERSIGNED:

Mayor, City of Danbury, Texas

City Secretary, City of Danbury,
Texas

REGISTERED as of the 24th day of January, A. D., 1972.

City Treasurer, City of Danbury, Texas

6. The form of interest coupons attached to each of said warrants shall be substantially as follows:

NO. _____ \$ _____

ON THIS THE _____ DAY OF
_____, 19____

the city treasurer of the City of Danbury, in Brazoria County, Texas, will pay to bearer at the Danbury State Bank, Danbury, Texas, the sum of

_____ DOLLARS

being twelve month's interest due that date on the "City of Danbury Animal Shelter Warrants, Series 1972", dated January 24, 1972.

WARRANT NO. _____

City Secretary _____

Mayor _____

7. Be it further ordained by the City Council of the City of Danbury, that to pay the interest and to create a sinking fund to retire said warrants at their maturity and to provide 10% attorney's fees in event of default, a tax at a sufficient rate on the one hundred dollars valuation of all taxable property in the said City, out of the \$0.25 taxing fund of said City to produce the sum of \$2,926.00 is hereby levied for the year 1972, that during the year 1973 and each year thereafter while any of said warrants are outstanding and unpaid and at the time other city taxes are levied in each of said years there shall be computed and ascertained what rate of tax based upon the latest approved tax rolls of said City will be necessary, requisite and sufficient to fully make, raise and produce in each of said years the amount of principal necessary to be raised for that year, plus the interest maturing in said year upon the amount of this series of warrants outstanding and unpaid and provide for 10% attorney's fees in case of default, and for each of said years there is hereby ordered to be and there is hereby levied and ordered to be assessed and collected in due time, form and manner, a tax at the rate which shall be found necessary as aforesaid, and all the proceeds of such taxes shall be placed in a separate fund for this series of warrants, known and designated as "Animal Shelter Warrant Fund, Series 1972", and the City Treasurer shall not honor any draft upon said fund or pay out any of the same except in the payment of interest on said warrants or for returning the same, or for attorney's fees as provided above.

8. The Mayor and City Secretary are hereby directed to execute said warrants, and the Treasurer is hereby directed to register them,


and said officers are hereby directed to deliver said warrants to R. A. Clark, in consideration for the delivery to the City of a General Warranty Deed to said property, in accordance with the contract.

PASSED AND APPROVED, this the 24th day of January, A.D., 1972.



Mayor, City of Danbury, Texas

ATTEST:



City Secretary, City of Danbury,
Texas

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)
CITY OF DANBURY)

I, the undersigned City Secretary of the City of Danbury, Texas, hereby certify that the foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Danbury, Texas, held at the City Hall in said City on the 24th day of January, 1972, which ordinance is recorded in the Minutes of said City Council.

GIVEN UNDER MY HAND AND SEAL OF SAID CITY, this the 24th day of January, A. D., 1972.



City Secretary, City of Danbury, Texas