

RESOLUTION NO. 81-2

WHEREAS, the Danbury City Council after numerous public hearings, upon a favorable committee report and to further maintain and promote the orderly growth of the City within its extra-territorial jurisdiction, has determined by majority vote to grant a non-assignable, exclusive variance to Subdivision Ordinance Number 80-3 to Mr. Ed Stokely for the Quail Ridge Subdivision; and,

WHEREAS, Mr. Stokely has covenanted and promised to perform or cause to be performed those matters set out in a Memorandum of Understanding entered into between Mr. Stokely and the City of Danbury on April 9, 1981, and which is attached hereto as Exhibit "A" incorporated herein for all purposes; and,

WHEREAS, the City of Danbury in exercising its lawful powers to do so, has granted this variance in consideration of and upon the promise of Mr. Ed Stokely, individually and as Vice-President of J. V. 3, Inc., to comply with and develop the Quail Ridge Subdivision according to the plat submitted to and subsequently approved by the City Council of Danbury, and in compliance with all aspects of the Subdivision Ordinance and all other Ordinances of the City of Danbury, except for the variances herein granted;

NOW THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE

CITY OF DANBURY, TEXAS:

1. That J. V. 3, Inc., and Mr. Ed Stokely, individually and as Vice-President of J. V. 3, Inc., be granted those non-assignable, exclusive variances to the Danbury Subdivision Ordinance contained herein upon the condition and subject to his compliance with the terms of the Memorandum of Understanding attached hereto as Exhibit "A", and which supersedes any and all prior agreements,

if any, between the City of Danbury and any person concerning the Quail Ridge Subdivision.

2. Streets and roadways within Quail Ridge Subdivision shall be immediately constructed to comply with the specifications of the Subdivision Ordinance at such time as 40% of the total area of Section II of the Quail Ridge Subdivision as platted on the date of this Resolution is transferred, assigned or sold.

3. Septic systems, constructed in accordance with and inspected by the appropriate Brazoria County authority shall be permitted within the Quail Ridge Subdivision as presently platted but only until and such use shall cease at such time as the City of Danbury may furnish sewage service to Quail Ridge Subdivision; at such time, the grantees of this variance, their successors, assigns and transferees, shall, at their own expense, connect to the City Sewage System and abandon all usage of any septic systems. Mr. Ed Stokely and J. V. 3, Inc., shall be responsible for and pay all costs, including attorney's fees, to obtain compliance with this provision, whether enforced by the City of Danbury or any other party or person.

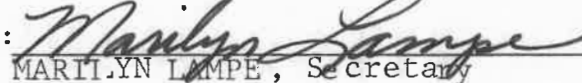
4. Residents of Section II, Quail Ridge Subdivision may connect to the Danbury Water System and shall pay double the applicable water rate paid by the residents of the City; all water lines within the Subdivision shall be constructed in accordance with the Memorandum of Understanding attached hereto.

RESOLVED this 23rd day of April, 1981.

City of Danbury, Texas

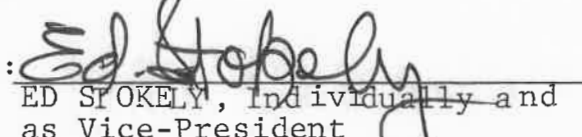
By: 
LARRY MCENARD, Mayor

ATTEST:

By: 
MARILYN LAMPE, Secretary

APPROVED AND AGREED AS TO FORM AND SUBSTANCE:

J. V. 3, INC.

By: 
ED SPOKELY, individually and
as Vice-President

JERRY B. DOZIER
ATTORNEY AT LAW
2318 KOSTER DRIVE
ALVIN, TEXAS 77511
(713) 331-1545

MEMORANDUM OF UNDERSTANDING

The following provisions set forth the terms of agreement between the CITY OF DANBURY, TEXAS and J. V. 3, INC. concerning the use and development of certain property located adjacent to the present city limits of the City of Danbury, Texas, such property hereinafter referred to as "Quail Ridge Subdivision".

J. V. 3, Inc., hereinafter referred to as "Developer" shall perform or cause to be performed the following with regard to said subdivision:

1. Upon presentation by the City of Danbury, hereinafter referred to as "City", Developer will sign any and all documents necessary to allow the annexation of Section 1, Quail Ridge Subdivision by the City. Developer to Petition and pay all costs.

2. Upon approval by the City Council of City, the Developer shall present the plat of Section 1, Quail Ridge Subdivision to the Commissioner's Court of Brazoria County for approval and recording.

3. Developer will bring the streets in Section 1, Quail Ridge Subdivision to county road standards, and in order to guarantee such road construction, Developer shall escrow the sum of Five Hundred and No/100 Dollars (\$500.00) per lot for each house sold in said subdivision at the time of sale.

4. Developer shall install water lines in Section 1, Quail Ridge Subdivision, connecting such lines to the City's existing six (6) inch water main in the adjoining subdivision. To the extent that lots are developed in Section 2, Quail Ridge Subdivision, Developer shall extend such water lines to serve such development, with the understanding that the rates paid by any users of city water outside the city limits shall be charged at the rate as prescribed by city ordinance for water users outside city limits.

occurs 5. Developer shall secure agreement from any purchasers of property in Section 2, Quail Ridge Subdivision that (a) they will request annexation to the City at such time as ~~city~~ Item 6 ~~services become available~~ and (b) that at such time as city sewer is available, that connection will be made to such city sewer service and the use of septic systems will be discontinued.

6. At such time that Developer has sold forty percent (40%) of the area of Quail Ridge Subdivision, Section 2, he shall petition the City for the annexation of all of said Section 2, and shall submit to the City a subdivision plat of Section 2.

7. Developer will secure the services of a Registered Professional Engineer to determine the drainage improvements necessary in order to adequately drain Sections 1 and 2 of Quail Ridge Subdivision.

The City of Danbury agrees as follows:

1. Developer will be allowed to connect to the existing six (6) inch water main serving the adjacent subdivision for the purpose of providing water to homes in Quail Ridge Subdivision, Sections 1 and 2.
2. The City will provide the necessary variances from the provisions of its Subdivision Ordinance in order to allow the construction of streets within Quail Ridge Subdivision as set out above, and such other variances as may be necessary to allow the installation of septic systems in said subdivision pending the availability of city sewer services. Such variances shall be conditioned upon the compliance by Developer with the terms of this agreement.

Upon the approval of this Memorandum of Understanding by the City and by Developer, both parties shall proceed to prepare and execute any necessary documents required to give effect to the terms hereof. It is expressly agreed, that upon such approval, Developer shall be permitted to begin the sale of lots within the property which is Quail Ridge Subdivision, Sections 1 and 2, and to construct houses upon such lots in compliance with the terms of this Memorandum of Understanding.

DATED THIS the 9th day of April, 1981.

J. V. 3, INC.

BY: E. C. Stokely
E. C. Stokely, Vice President

CITY OF DANBURY

BY: Larry M. ...

Developer agrees to comply in all respects with all city ordinances relative to Quail Ridge Subdivision, specifically the Subdivision Ordinance, plat and street requirements, except for those variances granted by Resolution by the City Council.

E. C. Stokely

The State of Texas
County of Brayoria

Before me, a Notary Public, on this day personally
appeared Larry Menard
Known to me Debby Warner
to be the person whose name is subscribed to the foregoing
going instrument and acknowledged to me that he executed
the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th
day of April, A. D. 19 81

Debby Warner -
Notary Public, State of Texas

Debby Warner
(print name of Notary Public here)

My commission expires the 21 day of July, 19 84

DEBBY WARNER
Notary Public in and for the State of Texas
My Commission Expires July 21, 1984