

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS, ESTABLISHING THE WIDTH OF A SPECIFIED PORTION OF THE PUBLIC STREET KNOWN AS "AVENUE J" IN THE CITY OF JOHNSON CITY; REPEALING ALL ORDINANCES TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Johnson City, Texas, as a general-law city of the State of Texas, has exclusive control over the highways, streets, and alleys of the City; and

WHEREAS, the improved portion of the public street and right-of-way known as "Avenue J" extends north from West Main Street for a distance of approximately 340 feet, to West Pecan Drive; crosses West Pecan Drive; and continues north approximately 272 feet to its terminus; and

WHEREAS, based on an examination of public records—including deeds, plats, and surveys—there appears to be a question as to the width of the Avenue J public right-of-way extending approximately 272 feet from West Pecan Drive to its terminus; and

WHEREAS, the City and the owners of real property abutting the portion of Avenue J extending north from West Pecan Drive desire to settle the question through mutual agreement; and

WHEREAS, the City finds that the formal establishment of the width of the portion of Avenue J extending north from West Pecan Drive will help to promote certainty in subdivision and other land development within the City, thereby providing a public benefit to the citizens of Johnson City as a whole;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS:

Section 1. The foregoing recitals are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

Section 2. The City Council of the City of Johnson City hereby approves an agreement with the owners of real property abutting the portion of Avenue J, which establishes the width of the Avenue J public right-of-way as sixty (60) feet, which is consistent with the requirements for local residential streets as provided by the City of Johnson City Design Standards and Specifications Manual, and as more particularly set forth in substantial form, in **Exhibit A** attached hereto (the "Agreement").

Section 3. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible which is legal, valid, and enforceable will be added to this Ordinance.

Section 4. This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the state of Texas and the United States of America.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 7. This Ordinance will take effect upon its adoption by the City Council.

INTRODUCED, READ and PASSED, by the affirmative vote of the City Council of the City of Johnson City this the ____ day of _____, 2024.

Stephanie Fisher, Mayor

ATTEST:

Whitney Walston, City Secretary

Right of Way Width Agreement

This Right of Way Width Agreement (“Agreement”) is by and between the City of Johnson City, Texas (sometimes “City”) and the owners of real property abutting specified portions of Avenue J in the City of Johnson City

Recitals

WHEREAS, the City of Johnson City, Texas, as a general-law city of the State of Texas, has exclusive control over the highways, streets, and alleys of the City; and

WHEREAS, the improved portion of the municipal street and public right-of-way known as “Avenue J” extends north from West Main Street for a distance of approximately 340 feet, to West Pecan Drive; crosses West Pecan Drive; and continues north approximately 272 feet to its terminus; and

WHEREAS, based on an examination of public records—including deeds, plats, and surveys—there appears to be a question as to the width of the portion of Avenue J public right-of-way extending approximately 272 feet from West Pecan Drive to its terminus; and

WHEREAS, the City and the owners of real property abutting the portion of Avenue J extending north from West Pecan Drive (the “Property Owners”) desire to settle the question by executing this agreement; and

WHEREAS, the City finds that the formal establishment of the width of the portion of Avenue J extending north from West Pecan Drive will help to promote certainty in subdivision and other land development within the City, thereby providing a public benefit to the citizens of Johnson City as a whole;

In consideration of the foregoing, the City and Property Owners hereby agree as follows:

1. The City and Property Owners hereby agree that the portion of the Avenue J municipal street and right-of-way, which extends north of West Pecan Drive to its terminus, shall be sixty (60) feet in width.
2. Set forth in Exhibit 1 attached hereto and incorporated herein by reference for all purposes is a metes-and-bounds description and survey plat of the area that the City and Property Owners have agreed will henceforth constitute the area of the Avenue J municipal street and public right-of-way as it extends north from West Pecan Street.
3. The City may enter into encroachment agreements as it deems necessary and equitable with any Property Owners whose property improvements may be impacted by this Agreement.
4. This agreement binds and inures to the benefit of the City and Property Owners, and their respective heirs, personal representatives, successors, and assigns.

(signature page follows)

CITY OF JOHNSON CITY

Stephanie Fisher, Mayor

Date

PROPERTY OWNERS

John Plemmons



Date 4/17/24

203 N Ave. J

Address

Tamara Plemmons



Date 4/17/24

203 N Ave. J

Address

Antonio T. Uballe

201 N Ave. J

Address

Date

Rebecca Uballe

201 N Ave. J

Address

Date

Charlene Crump

204 W. Pecan

Address

Date

Daniel Van Riper

202 N Ave. J

Address

CITY OF JOHNSON CITY

Stephanie Fisher, Mayor

Date

PROPERTY OWNERS

John Plemmons

Date

203 N Ave. J

Address

Tamara Plemmons

Date

203 N Ave. J

Address

Antonio T. Uballe

Antonio T. UBALLE.

Date 4-15-24

201 N Ave. J

Address

Rebecca Uballe

Rebecca Uballe.

Date

4-16-24

201 N Ave. J

Address

Charlene Crump

Date

204 W. Pecan

Address

Daniel Van Riper

Date

202 N Ave. J

Address

CITY OF JOHNSON CITY

Stephanie Fisher, Mayor

Date

PROPERTY OWNERS

John Plemmons

Date

203 N Ave. J

Address

Tamara Plemmons

Date

203 N Ave. J

Address

Antonio T. Uballe

Date

201 N Ave. J

Address

Rebecca Uballe

Date

201 N Ave. J

Address

Charlene Crump
Charlene Crump

4-12-24
Date

204 W. Pecan

Address

Daniel Van Riper

Date

202 N Ave. J

Address



303 E. Pecan Dr. Johnson City, TX 78636 | P.O. Box 369 Johnson City, TX 78636
Phone: 830.868.7111 | Fax: 830.868.7718 | Web: www.JohnsonCityTX.org

May 17, 2024

Mr. Daniel Van Riper
202 N. Avenue J
Johnson City, Texas 78636
P.O. Box 406
Johnson City, Texas 78636

Via CCMR No.: 7018 0360 0001 9826 7244

Mr. Van Riper:

The City of Johnson City and associated parties have attempted to contact you by telephone and by personal appearance at your address of 202 N. Avenue J multiple times in order to notify you about the City's intent to formally establish the width of North Avenue J as 60 feet, as public records and private surveys historically differ as to what this width actually is—some records have identified the width to be as great as 69.4 feet.

As such, the City intends to establish the width of the N. Avenue J right-of-way at 60 feet, by passage of City ordinance. This does not mean that the City will immediately pave or improve N. Avenue J to this width, but such an establishment provides necessary certainty in future area development and other public matters. Such right-of-way width should not interfere with any of your existing improvements; however, the City is willing to discuss granting a license agreement to you if they are nevertheless impacted.

We are submitting this letter via regular and certified mail, and also taping a copy to the front door of your residence. If you are in agreement with establishing N. Avenue J right-of-way at 60 feet wide, **please indicate your agreement by your signature below**, and please mail this agreement to the City of Johnson City at P.O. Box 369, Johnson City, Texas 78636 (or deliver it in person to City Hall).

If the City does not receive your agreement as per your signature below, or otherwise does not hear from you within 30 days from the date of this letter, your agreement will be presumed and the City will proceed with establishing the width of N. Avenue J at 60 feet.

Please contact me, Chief Administrative Officer Rick Schroeder, at (830) 868-7111, Ext. 8, should you have any questions or concerns.

Sincerely,

Rick Schroeder
Chief Administrative Officer

Daniel Van Riper
Daniel Van Riper

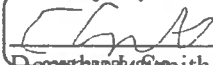
I HAVE NO objection so long as my front fence, gate and parking space are not impacted and remain the same as they are now.

Deceased

Harold N. Smith

Address

Date

DocuSigned by:

Dorothy Smith

PO Box 62 Johnson City, TX 78636

Address

6/6/2024 | 19:21 PDT

Date

TEXAS STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns, is removed by court order, or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, DOROTHY SMITH, PO BOX 62, JOHNSON CITY, TX 78636 (insert your name and address),
appoint CASEY SMITH, 126 BUDDY CT., MILLSAP, TX 76066 (insert the name and
address of the person appointed) as my agent to act for me in any lawful way with
respect to all of the following powers that I have initialed below.

(YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (O) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (N). TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING. TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.

- (A) Real property transactions;
- (B) Tangible personal property transactions;
- (C) Stock and bond transactions;
- (D) Commodity and option transactions;
- (E) Banking and other financial institution transactions;
- (F) Business operating transactions;
- (G) Insurance and annuity transactions;
- (H) Estate, trust, and other beneficiary transactions;
- (I) Claims and litigation;
- (J) Personal and family maintenance;
- (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- (L) Retirement plan transactions;
- (M) Tax matters;
- (N) Digital assets and the content of an electronic communication;

JS (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O). SPECIAL INSTRUCTIONS:

Special instructions applicable to agent compensation (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

JS My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

Special instructions applicable to co-agents (if you have appointed co-agents to act, initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

Each of my co-agents may act independently for me.

My co-agents may act for me only if the co-agents act jointly.

My co-agents may act for me only if a majority of the co-agents act jointly.

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

JS I grant my agent the power to apply my property to make gifts outright to or for the benefit of a person, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

UNLESS YOU DIRECT OTHERWISE BELOW, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT TERMINATES. CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

- (A) This power of attorney is not affected by my subsequent disability or incapacity.
(B) ~~This power of attorney becomes effective upon my disability or incapacity.~~

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED. IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).



if Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

If any agent named by me dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution or declaration does not terminate the agent's authority to act under this power of attorney), I name the following (each to act alone and successively, in the order named) as successor(s) to that agent: _____

Signed this 11th day of August, 2023.

Howdy L. Smith
(your signature)

State of Texas

County of Blanco

This document was acknowledged before me on August 10, 2023

by Casey Smith
(name of principal)

Cheryl J Pratt
(signature of notarial officer)



CHERYL J. PRATT
Notary Public, State of Texas
ID #12545541-6
My Commission Expires
OCTOBER 20, 2024

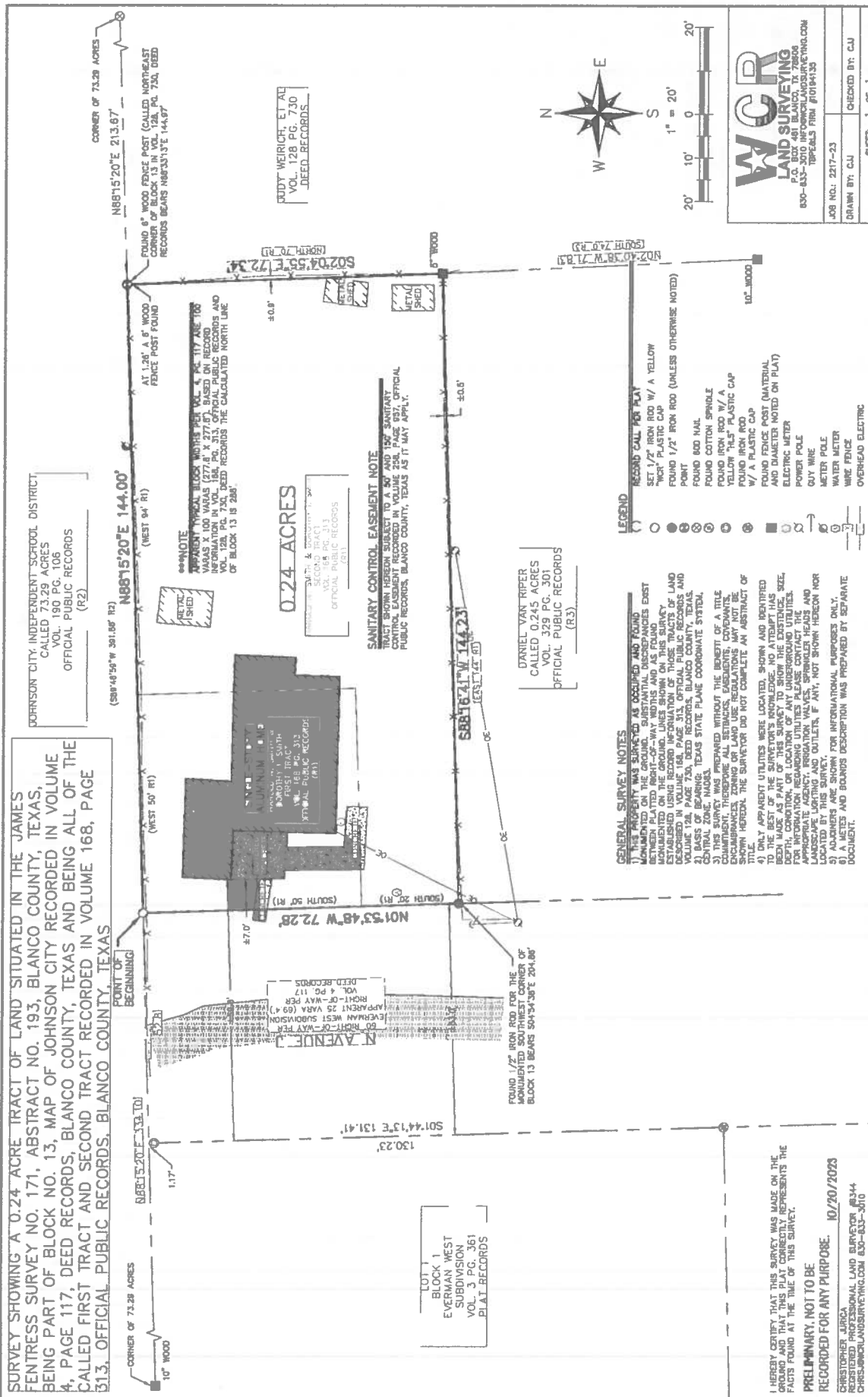
(Seal, if any, of notary)

Cheryl J Pratt
(printed name)

My commission expires: 10/20/2024



CHERYL J. PRATT
Notary Public, State of Texas
ID #12545541-6
My Commission Expires
OCTOBER 20, 2024



SURVEY SHOWING A 0.24 ACRE TRACT OF LAND SITUATED IN THE JAMES FENTRESS SURVEY NO. 171, ABSTRACT NO. 193, BLANCO COUNTY, TEXAS, BEING PART OF BLOCK NO. 13, MAP OF JOHNSON CITY RECORDED IN VOLUME 4, PAGE 117, DEED RECORDS, BLANCO COUNTY, TEXAS AND BEING ALL OF THE CALLED FIRST TRACT AND SECOND TRACT RECORDED IN VOLUME 168, PAGE 513, OFFICIAL PUBLIC RECORDS, BLANCO COUNTY, TEXAS.

JOHNSON CITY, INDEPENDENT SCHOOL DISTRICT
 CALLED 73.29 ACRES
 VOL. 180, PG. 106
 OFFICIAL PUBLIC RECORDS
 (R2)

POINT OF BEGINNING
 (WEST 50' RI)
 (SOUTH 50' RI)
 (EAST 50' RI)
 (NORTH 50' RI)

CORNER OF 73.29 ACRES
 N88°15'20"E 213.67'
 FOUND 8" WOOD FENCE POST (CALLED VERTICAL CORNER OF BLOCK NO. 13) PL. 73A, DEED RECORDS BEARS N88°31'45"E 144.87'

AT 1.26' A 4" WOOD FENCE POST FOUND
 4.08'
 4.08'
 4.08'

FOUND 1/2" IRON ROD FOR THE MONUMENTED SOUTHWEST CORNER OF BLOCK 13 BEARS S89°54'36"E 204.86'

10" WOOD
 10" WOOD
 10" WOOD

FOUND 1/2" IRON ROD W/ A YELLOW "MCR" PLASTIC CAP
 FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 POINT
 FOUND 800 NAIL
 FOUND COTTON SPINDLE
 FOUND IRON ROD W/ A YELLOW "HLS" PLASTIC CAP
 FOUND IRON ROD
 W/ A PLASTIC CAP
 FOUND FENCE POST (MATERIAL NOT SHOWN ON PLAT)
 ELECTRIC METER
 POWER POLE
 CUT WIRE
 WATER METER
 WIRE FENCE
 OVERHEAD ELECTRIC

HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.
PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE. 10/20/2023
 CHRISTOPHER JURCA
 REGISTERED PROFESSIONAL LAND SURVEYOR #2344
 CHRIS@BLANCOLANDSURVEYING.COM 830-833-3010