

ORDINANCE NO. 2099

AN ORDINANCE APPROVING THE SITE AND BUILDING PLANS FOR PLANNED DEVELOPMENT DISTRICTS PD-9-0 AND PD-10-LR 1--FOR ALL THAT CERTAIN PARCEL OF LAND OUT OF THE JAMES BLESSING SURVEY, A-162, HARRIS COUNTY, TEXAS, BOUNDED ON THE NORTH BY BISSONNET STREET, ON THE SOUTH BY CEDAR STREET, ON THE EAST BY IH-610 WEST LOOP SOUTH, ON THE WEST BY FIRST STREET, SUBMITTED BY THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, AND AMENDING ORDINANCE NO. 1842, THE ZONING ORDINANCE, PD-9-0 AND PD-10-LR-1 PERMITTING THE CITY OF BELLAIRE, IN ACCORDANCE WITH THE DEVELOPMENT OF PD-9-0 AND PD-10-LR-1 TO PARTICIPATE IN COST SHARING WITH THE PRUDENTIAL INSURANCE COMPANY OF AMERICA OF CERTAIN IMPROVEMENTS FOR THE BENEFIT OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA AND THE CITY OF BELLAIRE.

WHEREAS, The Prudential Insurance Company of America, hereinafter called "Prudential", has submitted proposed site and building plans to the City of Bellaire, Texas, hereinafter called "Bellaire", for an office building to be situated upon:

All that certain parcel of land out of the James Blessing Survey, A-162, Harris County, Texas bounded on the north by Bissonnet Street, on the south by Cedar Street, on the east by IH-610 West Loop South, on the west by First Street, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod located in the south right-of-way line of Bissonnet Street (70' wide) at its intersection with the east right-of-way line of First Street (60' wide);

THENCE N 60°20'08" E - 366.17' along the south right-of-way line of said Bissonnet Street to a 3/8" iron rod for corner;

THENCE S 29°36'58" E - 9.88' to a 1/2" iron rod for corner;

THENCE N 60°24'06" E - 128.38' along the south right-of-way line of the aforementioned Bissonnet Street (90° wide at this point) to a 1/2" iron rod for corner;

THENCE S 58°12'24" E - 64.63' along a cut back line to a 1/2" iron rod for corner located in the west right-of-way line of the West Loop South (IH 610) (variable width);

THENCE S 00°05'45" E - 557.26' to a 1/2" iron rod for corner located in the west right-of-way line of said West Loop South at its intersection with the north right-of-way line of Locust Street (50' wide);

THENCE S 20°53'35" E - 53.94' to a 5/8" iron rod for corner located in the south right-of-way line of the aforementioned Locust Street at its intersection with the west right-of-way line of said West Loop South;

THENCE S 00°05'45" E - 305.00' to a 3/4" iron rod for corner located in the west right-of-way line of said West Loop South at its intersection with the north right-of-way line of Spruce Street (50' wide);

THENCE S 26°21'01" E - 55.60' to a 5/8" iron rod for corner located in the west right-of-way line of said West Loop South (IH 610) at its intersection with the south right-of-way line of the above mentioned Spruce Street;

WHEREAS, the site development plans filed herein by Prudential require modification of certain properties owned and/or controlled by Bellaire, these modifications being to-wit:

Modification of area potable water distribution system, reconstruction of Cedar Street between the West Service Road of Interstate Highway 610 at its intersection with First Street, the reconstruction and widening of First Street between its intersection with Cedar Street and Bissonnet Street, and the modification of area surface water drainage system, and that

WHEREAS, it is recognized and stipulated by and between Bellaire and Prudential that the benefits of such improvements accrue, not only to Prudential and other contiguous property owners, but also to the residents, citizens, and inhabitants of Bellaire, and further

WHEREAS, it is recognized and stipulated by and between Bellaire and Prudential that it is impossible to clearly establish the cost/benefit ratio to any specific benefactor for such improvements, and

WHEREAS, Bellaire will at its own cost make area potable water distribution system modifications it deems necessary, which will both directly and indirectly benefit the residents, citizens, and inhabitants of Bellaire and Prudential, and further in recognition that said area potable water distribution system modifications will facilitate the construction and eventual enjoyment of the building and improvements contemplated under the site and building plans herein approved for the building of an office building by Prudential to be situated upon:

All that certain parcel of land out of the James Blessing Survey, A-162, Harris County, Texas bounded on the north by Bissonnet Street, on the south by Cedar Street, on the east by IH-610 West Loop South, on the west by First Street, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod located in the south right-of-way line of Bissonnet Street (70' wide) at its intersection with the east right-of-way line of First Street (60' wide);

THENCE N 60°20'08" E - 366.17' along the south right-of-way line of said Bissonnet Street to a 3/8" iron rod for corner;

THENCE S 29°36'58" E - 9.88' to a 1/2" iron rod for corner;

THENCE S 00°05'45" E - 127.50' along the west right-of-way line of said West Loop South to a 5/8" iron rod;

THENCE S 12°15'18" E - 129.69' to a 3" steel fence post for corner located in the west right-of-way line of the aforementioned West Loop South at its intersection with the north right-of-way line of Cedar Street (variable width);

THENCE S 89°56'59" W - 562.69' to a 5/8" iron rod for corner located in the north right-of-way line of said Cedar Street at its intersection with the east right-of-way line of the above mentioned First Street;

THENCE N 00°01'21" E - 254.84' to a 5/8" iron rod for corner located in the south right-of-way line of Spruce Street (50' wide) at its intersection with the east right-of-way line of First Street (60' wide);

THENCE N 00°00'33" W - 49.94' to a 3/4" iron rod for corner located in the east right-of-way line of said First Street at its intersection with the north right-of-way line of said Spruce Street;

THENCE N 00°01'18" W - 305.08' to an iron bolt located in the east right-of-way line of First Street (60' wide) at its intersection with the south right-of-way line of Locust Street (50' wide);

THENCE N 00°00'05" W - 50.00' to a 5/8" iron rod for corner located in the north right-of-way line of the aforementioned Locust Street at its intersection with the east right-of-way line of said First Street;

THENCE N 00°00'05" W - 355.36' to the POINT OF BEGINNING and containing 13.392 acres of land more or less.

Said plans being attached hereto and marked Exhibit "A".

In the City of Bellaire, Texas in Planned Development Districts PD-9-0 and PD-10-LR 1, and the same after due notice and hearing were considered by the Planning and Zoning Commission of Bellaire and were approved by the said Planning and Zoning Commission, which recommended to the City Council of Bellaire in favor of the same; and

WHEREAS, the City Council of Bellaire, having received such recommendations from the Planning and Zoning Commission of Bellaire, finds that the general comprehensive zoning plan of Bellaire as a whole, and the health, safety, morals, convenience, comfort and general welfare of Bellaire, taking into consideration the character of the districts affected, and their suitability for the particular purposes permitted therein, would best be served by the approval of such site and building plans as to zoning; and that

THENCE NO 60°24'06" E - 128.38' along the south right-of-way line of the aforementioned Bissonnet Street (90' wide at this point) to a 1/2" iron rod for corner;

THENCE S 58°12'24" E - 64.63' along a cut back line to a 1/2" iron rod for corner located in the west right-of-way line of the West Loop South (IH 610) (variable width);

THENCE S 00°05'45" E - 557.26' to a 1/2" iron rod for corner located in the west right-of-way line of said West Loop South at its intersection with the north right-of-way line of Locust Street (50' wide);

THENCE S 20°53'35" E - 53.94' to a 5/8" iron rod for corner located in the south right-of-way line of the aforementioned Locust Street at its intersection with the west right-of-way line of said West Loop South;

THENCE S 00°05'45" E - 305.00' to a 3/4" iron rod for corner located in the west right-of-way line of said West Loop South at its intersection with the north right-of-way line of Spruce Street (50' wide);

THENCE S 26°21'01" E - 55.60' to a 5/8" iron rod for corner located in the west right-of-way line of said West Loop South (IH 610) at its intersection with the south right-of-way line of the above mentioned Spruce Street;

THENCE S 00°05'45" E - 127.50' along the west right-of-way line of said West Loop South to a 5/8" iron rod;

THENCE S 12°15'18" E - 129.69' to a 3" steel fence post for corner located in the west right-of-way line of the aforementioned West Loop South at its intersection with the north right-of-way line of Cedar Street (variable width);

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THENCE N 00°01'21" E - 254.84' to a 5/8" iron rod for corner located in the south right-of-way line of Spruce Street (50' wide) at its intersection with the east right-of-way line of First Street (60' wide);

THENCE N 00°00'33" W - 49.94' to a 3/4" iron rod for corner located in the east right-of-way line of said First Street at its intersection with the north right-of-way line of said Spruce Street;

THENCE N 00°01'18" W - 305.08' to an iron bolt located in the east right-of-way line of First Street (60' wide) at its intersection with the south right-of-way line of Locust Street (50' wide);

THENCE N 00°00'05" W - 50.00' to a 5/8" iron rod for corner located in the north right-of-way line of the aforementioned Locust Street at its intersection with the east right-of-way line of said First Street;

THENCE N 00°00'05" W - 355.36' to the POINT OF BEGINNING and containing 13.392 acres of land more or less.

and that in consideration thereof, Prudential does agree to pay one-half (1/2) of the cost of such modification to the area surface water drainage system as shall be deemed necessary by Bellaire; and, further, Prudential does agree to pay one-half (1/2) of the cost of all said contemplated street construction and reconstruction deemed necessary by Bellaire; and, further, in consideration thereof and in recognition of the contribution herein recited by Prudential to the improvements herein set out, which shall both benefit the residents, citizens, and inhabitants of Bellaire as well as Prudential, Bellaire does agree to reduce the stipulated contribution by Prudential of one-half (1/2) of the cost for such improvements as herein set out by an amount equal to one-half (1/2) of the revenue received by Bellaire from Bellaire's One Percent (1%) sales tax on materials purchased in Bellaire and used in the construction in accordance with the site and building plans submitted by Prudential, the amount of such stipulated contribution by Prudential, as such contribution shall be so reduced, to be subject to approval by the Board of Directors of Prudential, and Prudential to have the right to review all bids submitted to Bellaire for the making of such improvements before Bellaire awards the necessary construction contracts therefor. Within a reasonable time after such bids are opened, Prudential shall file with the City Clerk of Bellaire a letter either recommending acceptance or rejection of the lowest and best bid submitted; and in the event Prudential shall reject such bid, then Prudential does herein agree to pay or reimburse to Bellaire all costs incurred by Bellaire, including engineering costs, which costs shall not exceed Fifteen Thousand Dollars (\$15,000), in the preparation for and submission of said contemplated improvements for bids.

In the event Bellaire, in reliance upon the recommended acceptance of the lowest and best bid by Prudential, commences construction of the improvements as enumerated in numbered Paragraph 1, a through d, of this Ordinance, and Prudential shall fail to commence construction by January 20, 1977, as provided for in numbered Paragraph

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§ hereof, then Prudential shall pay or reimburse to Bellaire all costs of such improvements.

WHEREAS, Prudential does agree to pay to Bellaire its estimated share of project cost which shall include engineering and inspection expenses at such time Bellaire awards necessary construction contracts that in consideration for such prompt payment thereof, Bellaire shall exclude administrative and fiscal expenses from normally allocated project cost.

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

1. That those certain site and building plans submitted to Bellaire by Prudential covering said property and the proposed building on said land as attached hereto and marked Exhibit "A", and the same are hereby approved as to zoning. This approval is conditioned upon the Agreements as herein ratified and contained in numbered Paragraphs 1 through 5, inclusive, as are hereinafter set out. That further, Ordinance No. 1842, the Zoning Ordinance, PD-9-0 and PD-10-LR-1 is hereby amended to permit and authorize the City of Bellaire, Texas, in accordance with the development of PD-9-0 and PD-10-LR-1 by The Prudential Insurance Company of America to:

a. Modify the area potable water distribution system;

b. Reconstruct Cedar Street between the West Service Road of Interstate Highway 610 at its intersection with First Street;

c. Reconstruct and widen First Street between its intersection with Cedar Street and Bissonnet Street; and to

d. Modify the area surface water drainage system;

Wherein The Prudential Insurance Company of America will agree to pay one-half (1/2) of all of the cost of contemplated street construction and reconstruction deemed necessary by Bellaire and to pay one-half (1/2) of all the costs of the contemplated area surface water drainage modification, to be reduced only by an amount equal to one-half (1/2) of the revenue received by Bellaire from Bellaire's One Percent (1%) sales tax on materials purchased in Bellaire and used in the construction in accordance with the site and building plans submitted by Prudential.

2. That the further Agreement and understanding by Prudential to pay one-half (1/2) of all costs of contemplated street con-

struction and reconstruction deemed necessary by Bellaire and to pay one-half (1/2) of all the costs of the contemplated area surface water drainage system modification, to be reduced only by an amount equal to one-half (1/2) of the revenue received by Bellaire from Bellaire's One Percent (1%) sales tax on materials purchased in Bellaire and used in the construction in accordance with the site and building plans submitted by Prudential, the amount of such stipulated contribution by Prudential, as such contribution shall be so reduced, to be subject to approval by the Board of Directors of Prudential, and Prudential to have the right to review all bids submitted to Bellaire for the making of such improvements before Bellaire awards the necessary construction contracts therefor. Within a reasonable time after such bids are opened, Prudential shall file with the City Clerk of Bellaire a letter either recommending acceptance or rejection of the lowest and best bid submitted; and in the event Prudential shall reject such bid, then Prudential does herein agree to pay or reimburse to Bellaire all costs incurred by Bellaire, including engineering costs, which costs shall not exceed Fifteen Thousand Dollars (\$15,000), in the preparation for and submission of said contemplated improvements for bids.

In the event Bellaire, in reliance upon the recommended acceptance of the lowest and best bid by Prudential, commences construction of the improvements as enumerated in numbered Paragraph 1, a through d, of this Ordinance, and Prudential shall fail to commence construction by January 20, 1977, as provided for in numbered Paragraph ~~5~~⁴ hereof, then Prudential shall pay or reimburse to Bellaire all costs of such improvements, which Agreement is ratified and approved.

3. That the further Agreement between Prudential and Bellaire whereby Prudential agrees to pay its estimated share of project cost, including engineering and inspection fees but excluding Bellaire's administrative and financial expenses, when Bellaire awards the construction contract, is hereby ratified.

4. In the event construction herein contemplated shall not have started on or before the 20th day of January, 1977, then the terms and provisions of this Ordinance shall become null and void,

as to the approval of the site and building plans herein approved.

5. This Ordinance shall become binding upon Prudential upon the filing with the City Clerk of Bellaire, within five (5) days of its passage, of an acceptance, in a form as attached hereto, of the terms hereof; and upon filing of such acceptance the obligations imposed upon Prudential shall become binding.

PASSED and APPROVED this the 7 day of April, 1975.

Lee Pendleton
Mayor, City of Bellaire, Texas

ATTEST:

Joy Moore
City Clerk

NOTICE OF JOINT PUBLIC HEARING

NOTICE OF JOINT PUBLIC HEARING ON THE PROPOSED ISSUANCE OF A SPECIFIC USE PERMIT IN PD-9-0 AND PD-10-LR1 DISTRICTS, IN THE CITY OF BELLAIRE, TEXAS ON THE 2nd DAY ON FEBRUARY, 1976

NOTICE IS HEREBY GIVEN that the City Council of the City of Bellaire, Texas, has called and will hold a Joint Public Hearing before the City Council of the City of Bellaire and the Planning and Zoning Commission of the City of Bellaire, on the 2nd day of February, 1976, at 7:00 o'clock P.M., at which time all persons will be heard who wish to be heard on or in conjunction with any matter or question involving the proposed Specific Use Permit, as authorized under Article 8, Section 300 of the Zoning Ordinance of the City of Bellaire, Texas, as amended, wherein Prudential Insurance Company of America requests a Specific Use Permit under the Use Schedule of the City of Bellaire, for a heliport, as set out in Article 8, Section 105 of the Zoning Ordinance of the City of Bellaire, as amended, for property owned by applicant, located in PD-9-0 and PD-10-LR-1, which location is described as:

All that certain parcel of land out of the James Blessing Survey, A-162, Harris County, Texas, bounded on the north by Bissonnet Street, on the south by Cedar Street, on the east by Interstate Highway 610 West Loop South, on the west by First Street, and being more particularly described by metes and bounds in Ordinance No. 2099, heretofore previously enacted by the City Council of the City of Bellaire.

DATED at Bellaire, Texas, this 15th day of December, 1975.

Joy Moore
City Clerk, City of Bellaire, Texas

Bellaire Texas, 12/31/75

ACCEPTANCE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

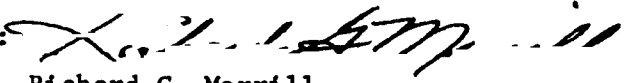
That THE PRUDENTIAL INSURANCE COMPANY OF AMERICA does hereby accept the terms and provisions of an Ordinance captioned:

AN ORDINANCE APPROVING THE SITE AND BUILDING PLANS FOR PLANNED DEVELOPMENT DISTRICTS PD-9-0 AND PD-10-LR 1--FOR ALL THAT CERTAIN PARCEL OF LAND OUT OF THE JAMES BLESSING SURVEY, A-162, HARRIS COUNTY, TEXAS, BOUNDED ON THE NORTH BY BISSONNET STREET, ON THE SOUTH BY CEDAR STREET, ON THE EAST BY IH-610 WEST LOOP SOUTH, ON THE WEST BY FIRST STREET, SUBMITTED BY THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, AND AMENDING ORDINANCE NO. 1842, THE ZONING ORDINANCE, PD-9-0 AND PD-10-LR-1 PERMITTING THE CITY OF BELLAIRE, IN ACCORDANCE WITH THE DEVELOPMENT OF PD-9-0 AND PD-10-LR-1 TO PARTICIPATE IN COST SHARING WITH THE PRUDENTIAL INSURANCE COMPANY OF AMERICA OF CERTAIN IMPROVEMENTS FOR THE BENEFIT OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA AND THE CITY OF BELLAIRE.

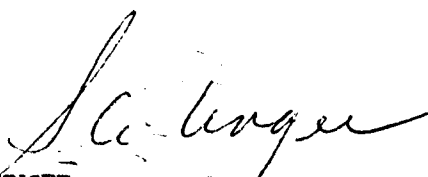
being Ordinance No. 2099 duly enacted by the City of Bellaire, Texas, and agrees to be bound by the terms thereof, .

WITNESS the hand of the officer and the official seal of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA this 11th day of April, 1975.

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

BY: 
Richard G. Merrill
Senior Vice President

ATTEST:


S. A. UNGER
Assistant Secretary


STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public, in and for the State of Texas, on this day personally appeared

Richard G. Merrill of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA aforesaid, a corporation, and that he executed the same as the act of said corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of April, A.D., 1975.



Notary Public in and for Harris County, Texas

Mary J. Winburn

My Commission Expires: June 1, 1975



Hand delivered on 11th of April 1975

Phyllis M. Morrow
Deputy City Clerk

STATE OF TEXAS
COUNTY OF HARRIS

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) SS.:
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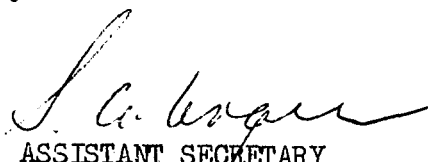
Before me, a Notary Public, in and for the above County and State, personally appeared **S. A. UNGER**, to me personally known and known to me to be an Assistant Secretary of The Prudential Insurance Company of America, who, being by me duly sworn according to law, on his oath deposes and says that he is an Assistant Secretary of The Prudential Insurance Company of America, having custody of the records of the said Company, and that Section 9 of the By-Laws of The Prudential Insurance Company of America, as now in full force and effect, contains among other provisions, the following, viz:

"The Chairman of the Board and Chief Executive Officer, the President, and any one of the vice presidents shall have power to execute on behalf of the corporation all instruments, deeds, contract and other corporate acts and papers, subject only to the provisions of By-Law 24."

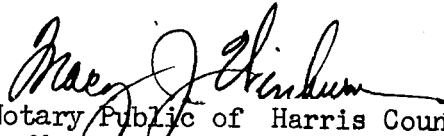
Deponent further says that By-Law 24 deals only with contracts of annuity and insurance.

Deponent further says that **RICHARD G. MERRILL** is one of the Vice Presidents of the said Company, and that the above officer was a Vice President having authority to perform the above mentioned duties, on the 11th day of April, 1975.

Subscribed and sworn to)
before me this 11th day)
of April 1975.)


ASSISTANT SECRETARY

S. A. UNGER


Notary Public of Harris County, Texas

Mary J. Winburn

My Commission expires: June 1, 1975

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned, the duly appointed, qualified and acting City Clerk of the City of Bellaire, Texas, does hereby certify that the foregoing is a true and correct copy of the original *Ordinance # 2099* dated *April 7, 1975*, which has been deposited for safekeeping in Meyerland Bank, Houston, Texas.

WITNESS my hand this *30th* day of *September*, 1976, and the official seal of the City of Bellaire, Texas, which I have affixed hereto.

Jay Moore
City Clerk, City of Bellaire, Texas