

ORDINANCE NO. 2022-O-01

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF STEPHENVILLE, ERATH COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY.

WHEREAS, on December 14, 2021, the City of Stephenville received a petition requesting voluntary annexation by the landowner for 5.339 acres out of A804 of the Williams Survey; and

WHEREAS, the City of Stephenville and the property owner negotiated and executed a Municipal Services Agreement ("Exhibit A") on November 22, 2021; and

WHEREAS, the procedures prescribed by the Charter of the City of Stephenville, Texas, and the laws of this state have been duly followed with respect to the following described territory, recorded in the Official Public Records of Erath County, Document No. 2021-08811, and that territory's metes and bounds being attached as "Exhibit B."

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Stephenville, Texas:

1. That the heretofore described property is hereby annexed to the City of Stephenville, Erath County, Texas, and that the boundary limits of the City of Stephenville be and the same are hereby extended to include the above described territory within the city limits of the City of Stephenville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Stephenville and they shall be bound by the acts, ordinances, resolutions, and regulations, of said city.
2. The City Secretary is hereby directed to file with the County Clerk of Erath, Texas, a certified copy of this ordinance.

PASSED AND APPROVED this 7th day of January, 2022.

Doug Svien, Mayor

ATTEST:

Staci L. King, City Secretary

Reviewed by Allen L. Barnes,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

**ORDINANCE 2022-O-01
EXHIBIT "A"**

**MUNICIPAL SERVICES AGREEMENT
BETWEEN
THE CITY OF STEPHENVILLE, TEXAS
AND
Stephenville WF, LLC**

This Municipal Services Agreement (“Agreement”) is entered into on the 22nd day of November, 2021, by and between the City of Stephenville, Texas, a home-rule municipality of the State of Texas (“City”), and Stephenville WF, LLC (“Owner”).

WHEREAS Texas Local Government Code Section 43.0671 permits the City to annex an area if each owner of land in an area requests the annexation; and

WHEREAS where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the city services to be provided for the property on or after the effective date of annexation; and

WHEREAS Owner owns a certain parcel of land situated in Erath County, Texas, which consists of 5.339 acres in the M.R. Williams Survey, Abstract Number 804 survey located City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A, attached and incorporated herein by reference (“Property”); and

WHEREAS Owner has filed a written request with the City for full-purpose annexation of the Property; and

WHEREAS City and Owner desire to set out the City services to be provided for the Property on or after the effective date of the annexation; and

WHEREAS the annexation of the Property is subject to approval by the City Council of the City.

NOW, THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This agreement is only applicable to the Property, which is the subject of the annexation request as described in Exhibit A.
2. **INTENT.** It is intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.**
 - a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation shall be in accordance with applicable City ordinances, rules, regulations, and policies.

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- i. FIRE AND EMERGENCY MEDICAL SERVICES. The City's Fire Department will provide fire protection and emergency medical services.
 - ii. POLICE. The City's Police Department will provide protection and law enforcement services.
 - iii. PLANNING, ZONING, AND BUILDING. The City's Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - iv. STREETS. The City's Public Works Department will maintain the public streets over which the City has jurisdiction.
 - v. WATER AND WASTEWATER.
 - 1. Water services will be extended in accordance with the City's Comprehensive Master Plan and Section 155.6.13 *Water Utility* of the City's Subdivision Ordinance. The City shall be responsible for oversize participation in accordance with Section 155.6.12 *Utility Policy* of the City's Subdivision Ordinance. The oversize participation cost to the City shall be no more than \$53,789.11.
 - 2. Property was granted an administrative waiver from the requirements of Section 155.6.14 *Wastewater Utility* of the City's Subdivision Ordinance and Owner shall install and maintain its own on-site sewage disposal system in accordance with requirements set by the Texas Commission on Environmental Quality. Future connections to the City's sanitary sewer system, if desired, will be at Owner's expense.
 - 3. Once connected to the City's water and/or sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by City ordinances for such service.
 - vi. SOLID WASTE SERVICES. The City will provide solid waste collection services in accordance with existing City contracts.
 - vii. CODE COMPLIANCE. The City's Code Compliance Department will provide education, enforcement, and abatement relating to code violations within the Property.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the City departments listed may change names or be reorganized by the City Manager or City Council. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

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- 4. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction and subject to the approval of the City Council.
- 5. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 6. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on Owner and Owner's successors and assigns.

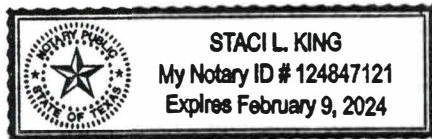
Executed this 22 of November, 2021, to become effective on the date of annexation of the Property.

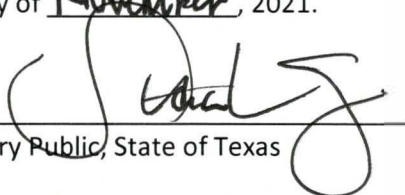

Allen L. Barnes, City Manager


Bo Clark, Property Owner

STATE OF TEXAS §
COUNTY OF ERATH §

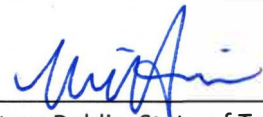
Sworn to and subscribed before me by Allen L. Barnes this the 22 day of November, 2021.




Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF ERATH §

Sworn to and subscribed before me by Bo Clark this the 22nd day of November, 2021.


Notary Public, State of Texas

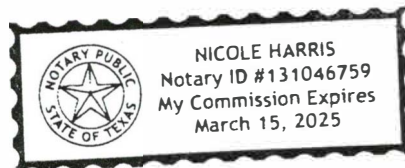


EXHIBIT "A"
LEGAL DESCRIPTION

Being all that certain 5.339 acre tract of land situated in the M. R Williams Survey, Abstract Number 804, Erath County, Texas, and being a portion of that certain tract of land conveyed as Tract Two to SID Partners, LLC, an undivided 55% interest and HIFAM Investments, LLC, an undivided 45% interest, by Warranty Deed with Vendor's Lien recorded in Document Number 2015-02492, Official Public Records, Erath County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with red "Price Surveying" cap found for the southwest corner of the herein described tract, same being in the west line of said Tract Two, same being the northwest corner of a 10 foot right-of-way dedication per plat recorded in Cabinet B, Slide 236A, said Official Public Records, same being in the east right-of-way line of U.S. Highway No. 281 (a 100 foot right-of-way);

THENCE North 01 deg. 41 min. 05 sec. East, along the common line of said Tract Two and said U.S. Highway No. 281, a distance of 350.15 feet to a 1/2 inch iron rod with red "Price Surveying" cap found for the northwest corner of the herein described tract;

THENCE through the interior of said Tract Two as follows:

South 88 deg. 19 min. 05 sec. East, a distance of 467.37 feet to a 1/2 inch iron rod with red "Peiser & Mankin SURV" cap set (hereinafter referred to as 1/2 inch iron rod set) for corner;

North 01 deg. 40 min. 55 sec. East, a distance of 132.00 feet to a 1/2 inch iron rod set for the most northerly northwest corner of the herein described tract;

South 88 deg. 19 min. 05 sec. East, a distance of 200.00 feet to a 1/2 inch iron rod set for the northeast corner of the herein described tract, same being in the east line of said Tract Two, same being in the west right-of-way line of G.C. & S.F. Railroad (a 100 foot right-of-way);

THENCE South 15 deg. 00 min. 28 sec. West, along the common line of said Tract Two and said G.C. & S.F. Railroad, passing at a distance of 135.66 feet, a 1/2 inch iron rod with red "Price Surveying" cap found, and continuing a total distance of 495.50 feet to a 1/2 inch iron rod with red "Price Surveying" cap found for the southeast corner of the herein described tract, same being the northeast corner of Rocky Creek, LTD., an addition to Erath County, Texas, according to the plat thereof recorded in Cabinet B, Slide 236A, aforesaid Official Public Records;

THENCE North 88 deg. 19 min. 05 sec. West, through the interior of said Tract Two and along the north line of said Rocky Creek, LTD., passing the northwest corner of said Rocky Creek, LTD., same being the northeast corner of aforesaid 10 foot right-of-way dedication, same being in the east line of aforesaid U.S. Highway No. 281, and continuing through the interior of said Tract Two and along U.S. Highway No. 281, a total distance of 553.17 feet to the POINT OF BEGINNING and containing 232,549 square feet or 5.339 acres of computed land, more or less.

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EXHIBIT "B"

LEGAL DESCRIPTION

Being all that certain 5.339 acre tract of land situated in the M. R Williams Survey, Abstract Number 804, Erath County, Texas, and being a portion of that certain tract of land conveyed as Tract Two to SID Partners, LLC, an undivided 55% interest and HIFAM Investments, LLC, an undivided 45% interest, by Warranty Deed with Vendor's Lien recorded in Document Number 2015-02492, Official Public Records, Erath County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with red "Price Surveying" cap found for the southwest corner of the herein described tract, same being in the west line of said Tract Two, same being the northwest corner of a 10 foot right-of-way dedication per plat recorded in Cabinet B, Slide 236A, said Official Public Records, same being in the east right-of-way line of U.S. Highway No. 281 (a 100 foot right-of-way);

THENCE North 01 deg. 41 min. 05 sec. East, along the common line of said Tract Two and said U.S. Highway No. 281, a distance of 350.15 feet to a 1/2 inch iron rod with red "Price Surveying" cap found for the northwest corner of the herein described tract;

THENCE through the interior of said Tract Two as follows:

South 88 deg. 19 min. 05 sec. East, a distance of 467.37 feet to a 1/2 inch iron rod with red "Peiser & Mankin SURV" cap set (hereinafter referred to as 1/2 inch iron rod set) for corner;

North 01 deg. 40 min. 55 sec. East, a distance of 132.00 feet to a 1/2 inch iron rod set for the most northerly northwest corner of the herein described tract;

South 88 deg. 19 min. 05 sec. East, a distance of 200.00 feet to a 1/2 inch iron rod set for the northeast corner of the herein described tract, same being in the east line of said Tract Two, same being in the west right-of-way line of G.C. & S.F. Railroad (a 100 foot right-of-way);

THENCE South 15 deg. 00 min. 28 sec. West, along the common line of said Tract Two and said G.C. & S.F. Railroad, passing at a distance of 135.66 feet, a 1/2 inch iron rod with red "Price Surveying" cap found, and continuing a total distance of 495.50 feet to a 1/2 inch iron rod with red "Price Surveying" cap found for the southeast corner of the herein described tract, same being the northeast corner of Rocky Creek, LTD., an addition to Erath County, Texas, according to the plat thereof recorded in Cabinet B, Slide 236A, aforesaid Official Public Records;

THENCE North 88 deg. 19 min. 05 sec. West, through the interior of said Tract Two and along the north line of said Rocky Creek, LTD., passing the northwest corner of said Rocky Creek, LTD., same being the northeast corner of aforesaid 10 foot right-of-way dedication, same being in the east line of aforesaid U.S. Highway No. 281, and continuing through the interior of said Tract Two and along U.S. Highway No. 281, a total distance of 553.17 feet to the POINT OF BEGINNING and containing 232,549 square feet or 5.339 acres of computed land, more or less.