

**ORDINANCE NO. 895-24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 31.247 ACRES OF LAND PURSUANT TO A PETITION SUBMITTED BY THE OWNERS OF THE LAND AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID 31.247 ACRES WITHIN THE CITY LIMITS, AND GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE SAID CITY; APPROVING AN ANNEXATION SERVICES AGREEMENT FOR THE AREA; DIRECTING FILING OF A CERTIFIED COPY OF THE ORDINANCE AND ANNEXATION SERVICES AGREEMENT WITH THE PARKER COUNTY CLERK; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, Dustin Kyle Haney and Jayme Lynne Haney submitted a petition to the City of Willow Park requesting annexation of their property, which consists of approximately 31.247 acres, described by a metes and bounds description and map attached hereto as Exhibits "A," and "A-1" pursuant to Section 43.0671 of the Texas Local Government Code, such property to be referred to as the "Annexed Property";

**WHEREAS**, the Annexed Property is contiguous and adjacent to the territorial boundaries of the City of Willow Park; and

**WHEREAS**, on December 12, 2023, the City Council held a public hearing to consider the annexation of the Annexed Property and gave an opportunity to all interested persons to be heard concerning said proposed annexation; and

**WHEREAS**, notice of said public hearing was properly published in the Community News, a newspaper having general circulation in the City of Willow Park, on or after the 20<sup>th</sup> day but before the 10<sup>th</sup> day before the public hearing;

**WHEREAS**, the requirements for annexation of the Annexed Property as stated in Chapter 43 of the Texas Local Government Code have been met;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:**

**Section 1.** That the Annexed Property, comprised of approximately 31.247 acres and described in attached Exhibits "A," and "A-1" which are incorporated herein as though set out in full, is hereby annexed to the City of Willow Park, Parker County, Texas, and that the boundary limits of the City of Willow Park be, and the same, hereby, are extended to include the Annexed Property within the city limits of the City of Willow Park, 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 Willow Park, and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

**Section 2.** That the Annexation Services Agreement, a copy of which is attached hereto as Exhibit "B", is approved for the Annexed Property and is the service plan for the Annexed Property.

**Section 3.** The City Secretary is hereby directed to file with the County Clerk of Parker County, Texas, a certified copy of this Ordinance, along with a copy of the Annexation Services Plan attached hereto as Exhibit "B".

**Section 4.** This Ordinance shall be effective upon its approval and adoption by the City Council on the date set forth below.

**PASSED AND APPROVED** on this the 9<sup>th</sup> day of January, 2024.

  
DOYLE MOSS, Mayor

**ATTEST:**

  
CRYSTAL DOZIER, City Secretary



**APPROVED AS TO FORM:**

  
WILLIAM P. CHESSEY, City Attorney

The Willow Park City Council, acting on Ordinance No. 894-24, did on the 9<sup>th</sup> day of January, 2024 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	—	—	—
Eric Contreras, Place 1	/	—	—
Chawn Gilliland, Place 2	/	—	—
Greg Runnebaum, Place 3	/	—	—
Lea Young, Place 4	/	—	—
Nathan Crummel, Place 5	/	—	—

**EXHIBIT A**

1,361,137 Square Feet or 31.247 Acres  
 Eliza Ozer Survey, Abstract No. 1031  
 Parker County, Texas

**BEING** a tract of land situated in the Eliza Ozer Survey, Abstract Number 1031, Parker County, Texas, and being all of Tracts 1-3 as described by deed to Dustin Kyle Haney and Jayme Lynne Haney as recorded in Document Number 202200494, Deed Records, Parker County, Texas (DRPCT), and being more particularly described by metes and bounds as follows: Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.)

**BEGINNING** at a found 1/2-inch capped iron rod marked "CTL5" for the northwest corner of the said Haney tracts, same being the most northerly corner of Lot 7, Block 1, West Oaks Homesites, Section 3, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 48, Plat Records, Parker County, Texas (PRPCT), and being the most easterly corner of Lot 8 of said Block 1, and also being in the south right-of-way line of East Bankhead Highway (a variable width right-of-way);

**THENCE** North 86°59'14" East, with the common line between the said Haney tracts and the said south right-of-way line, a distance of 633.84 feet to a found 1/2-inch iron rod for the northeast corner of the aforesaid Haney Tract 2, same being the northwest corner of a tract of land as described by deed to Stillwater Meadow, LLC as recorded in Document Number 201522788, DRPCT;

**THENCE** with the common line between the said Haney tracts and the said Stillwater Meadow, LLC tract the following courses and distances:

South 08°57'20" East, a distance of 275.39 feet to a found 1/2-inch iron rod;

South 04°31'02" West, a distance of 551.53 feet to a found 1/2-inch iron rod for the southeast corner of the aforementioned Haney Tract 1, same being the southwest corner of the said Stillwater Meadow, LLC tract, and being in the north line of the aforementioned Haney Tract 3;

North 89°25'19" East, a distance of 170.89 feet to a set 5/8-inch capped iron rod marked "BHB INC" for the northeast corner of the said Haney Tract 3, same being the southeast corner of the said Stillwater Meadow, LLC tract, and being in the west line of Lot 15, Block 1, Shadow Creek Ranch, an addition to Parker County, Texas as shown on the plat recorded in Volume 2088, Page 1115, PRPCT;

**THENCE** South 04°48'06" West, with the common line between the said Haney tracts and said Lot 15, a distance of 232.66 feet to a found 1/2-inch iron rod;

**THENCE** South 00°14'50" East, continuing with the said common line, passing at a distance of 158.26 feet, a point for the southwest corner of said Lot 25, same being the northwest corner of Lot 12, Block 1, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Cabinet C, Page 341, PRPCT, same being the most northerly corner of Lot 13 of said Block 1, Shadow Creek Phase II, and now continuing with the common line between the said Haney tracts and said Shadow Creek Phase II in all for a total distance of 852.83 feet to a found 1/2-inch iron rod for the southeast corner of the aforesaid Haney Tract 3, same being the southwest corner of Lot 15 of said Block 1, Shadow Creek Phase II, and being in the north line of Lot 16 of said Block 1, Shadow Creek Phase II;

**THENCE** South 88°49'15" West, continuing with the common line between the said Haney Tracts and said Shadow Creek Phase II, passing at a distance of 378.98 feet, a point for the northwest corner of said Lot 16, same being the northeast corner of a remainder tract of land as described by deed to Bailey Ranch, a Texas Limited Partnership as recorded in Volume 2018, Page 163, DRPCT and now continuing with the common line between the said Haney tracts and the said Bailey Ranch tract, in all for a total distance of 761.04 feet to a found 1/2-inch capped iron rod marked "CARTER ALEDO" for the southwest corner of the said Haney Tract 3, same being the southeast corner of Lot 35, Block 2, West Oaks Homesites, Section 1, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 34, PRPCT, and being the southeast corner of Lot 34 of said Block 2;

**THENCE** North 00°48'29" West, with the common line between the said Haney tracts and said West Oaks Homesites, Section 1, passing at a distance of 1507.28 feet, a point for the northeast corner of said West Oaks Homesites, Section 1, same being the southeast corner of the aforementioned Block 1, West Oaks Homesites, Section 3 from which a found 1/2-inch iron rod bears North 88°55'59" West, a distance of 1.88 feet, and now continuing with the common line between the said Haney tracts and the said West Oaks Homesites, Section 3 in all for a total distance of 1887.32 feet to the POINT OF BEGINNING and containing 1,361,137 feet or 31.247 acres of land more or less.

**SURVEYOR'S CERTIFICATION**

I, Robert A. Lee, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Practice and Licensure.



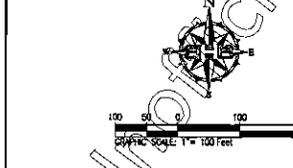
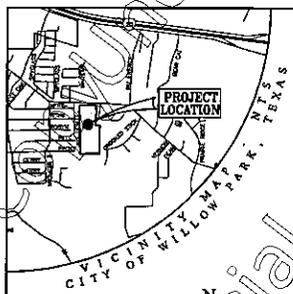
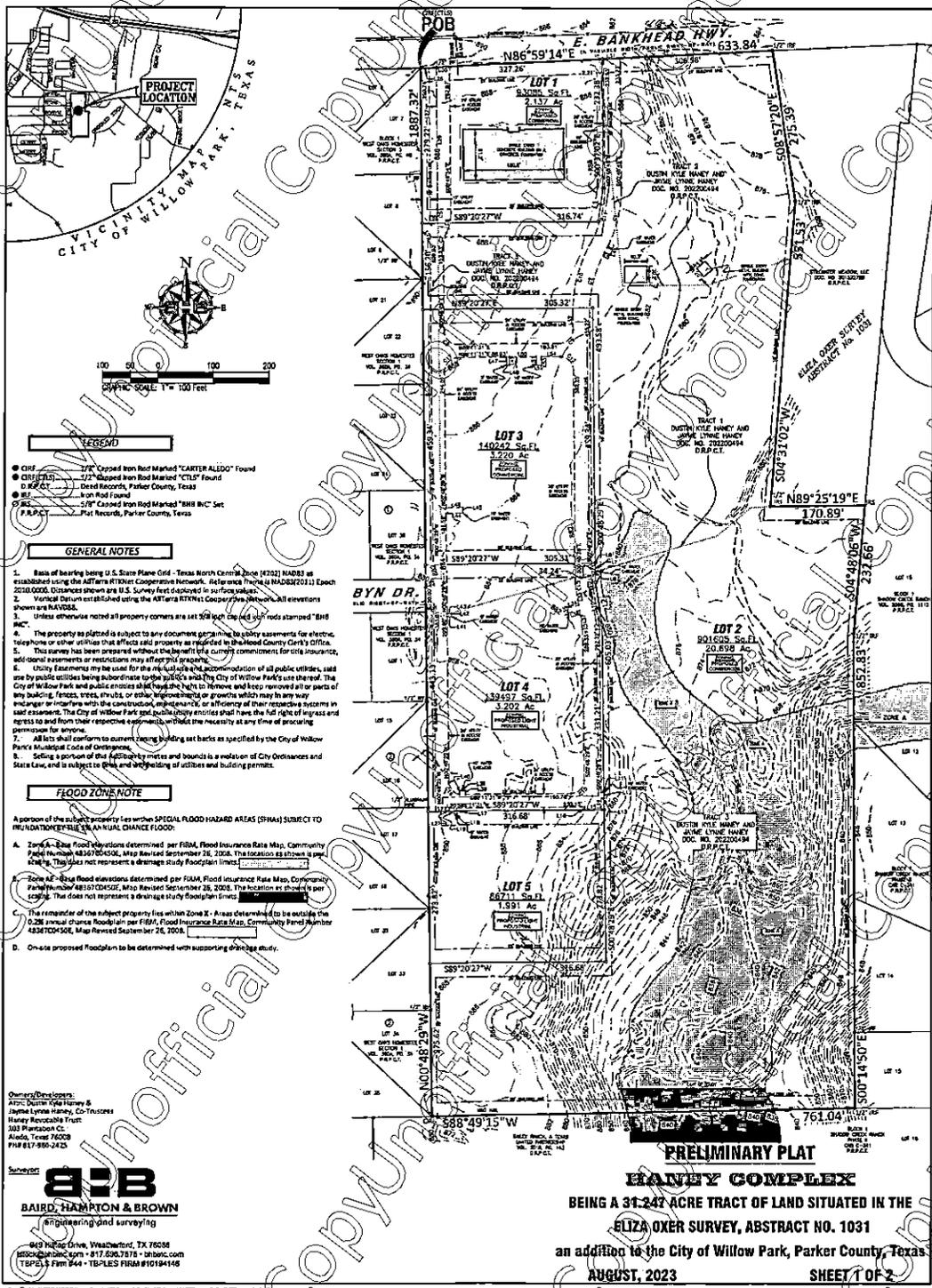
**BAIRD, HAMPTON & BROWN**  
 engineering and surveying

6300 Ridgela Place, Suite 700 Fort Worth, TX 76116  
 jmgotta@bhinc.com • 817.338.1277 • bhinc.com  
 TBPELS Firm #44, #10011300

*Robert A. Lee*

Robert A. Lee  
 State of Texas Registered Professional Land Surveyor  
 No. 6895  
 Date: July 11, 2023





- LEGEND**
- CHS - 1/2" Copied Iron Rod Marked "CARTER ALDRED" Found
  - CHS (1/2") - 1/2" Copied Iron Rod Marked "CHS" Found
  - D.R. - Deed Records, Parker County, Texas
  - R.F. - Iron Rod Found
  - C.R. - Copied Iron Rod Marked "BHS INC" Set
  - P.R.P.C. - Plat Records, Parker County, Texas

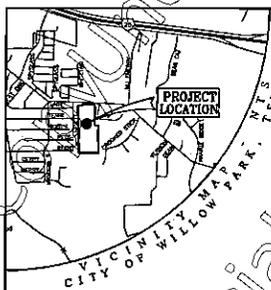
- GENERAL NOTES**
1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4702) NAD83 as established using the AT Terra RTN's Cooperative Network. Reference Point is NAD83(2011) Epoch 2020.0000. Distances shown are U.S. Survey Feet captured in surface plumb.
  2. Vertical Datum established using the AT Terra RTN's Cooperative Network. All elevations shown are NAVD83.
  3. Unless otherwise noted all property corners are set 508 inch. They are all rods stamped "BHS INC."
  4. The property to be platted is subject to any documents pertaining to utility easements for electric, telephone or other utilities that affect said property as recorded in DeWitt County Clerk's Office.
  5. This survey has been prepared without the benefit of a current commitment for site insurance, and no easements or restrictions may affect this property.
  6. Utility easements may be used for the installation and accommodation of all public utilities, said use by public utilities being subordinate to the rights of the City of Willow Park as stated. The City of Willow Park and public entities shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which may in any way encroach or interfere with the construction, maintenance, or efficiency of their respective systems in said easement. The City of Willow Park and public utility entities shall have the full right of ingress and egress to and from their respective easements, without the necessity at any time of procuring permission for anyone.
  7. All lots shall conform to current zoning building set backs as specified by the City of Willow Park's Municipal Code of Ordinances.
    - a. Setting a portion of the front lot lines and bounds is a violation of City Ordinances and State Law, and is subject to fine and withholding of utilities and building permits.

- FLOOD ZONE NOTE**
- A portion of the subject property lies within SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO FLOODING DURING AN ANNUAL CHANCE FLOOD:
- A. Zone A - Base flood elevations determined per FEMA Flood Insurance Rate Map, Community Panel Number 4834700400, Map Revised September 26, 2008. The location is shown in pink shading. This does not represent a drainage study floodplain limits.
  - B. Zone AE - Base flood elevations determined per FEMA Flood Insurance Rate Map, Community Panel Number 4834700400, Map Revised September 26, 2008. The location is shown in yellow shading. This does not represent a drainage study floodplain limits.
  - C. The remainder of the subject property lies within Zone X - Areas determined to be outside the 0.2% annual chance floodplain per FEMA Flood Insurance Rate Map, Community Panel Number 4834700400, Map Revised September 26, 2008.
  - D. On-site proposed floodplain to be determined with supporting drainage study.

Owner/Developer:  
 ATCO Dallas-Kyle Haney &  
 James Lynne Haney, Co-Trustees  
 Haney Revocable Trust  
 1001 Pleasanton Ct.  
 Aliso Viejo, Texas 76008  
 PH# 817-990-2425

Surveyor:  
  
**BAIRD, HAMPTON & BROWN**  
 Engineering and Surveying  
 949 Hasting Drive, Waco, Texas 76708  
 855.020.2000 ext 101 • 817.826.7373 • baibco.com  
 TEPES: FIRM 944 • TBLES FIRM #1019416

**PRELIMINARY PLAT**  
**HANEY COMPLEX**  
 BEING A 31.247 ACRE TRACT OF LAND SITUATED IN THE  
 ELIZA OXER SURVEY, ABSTRACT NO. 1031  
 an addition to the City of Willow Park, Parker County, Texas  
 AUGUST, 2023 **SHEET 1 OF 2**



BEING a tract of land situated in the Eliza Oker Survey, Abstract Number 1032, Parker County, Texas, and being all of Tracts 1-3 as described by deed to Dustin Kyle Haney and Jayme Lynne Haney as recorded in Document Number 202200694, Deed Records, Parker County, Texas (D.R.P.C.T.), and being more particularly described by metes and bounds as follows: Bearings referred to U.S. State Plane Grid 1983 - Texas North Central Zone (2023) NAD83 as established using the RTK/RTS Network Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in degrees, minutes, seconds.

BEGINNING at a found 1/2-inch capped iron rod marked "15" for the northwest corner of the said Haney tracts, same being the most northerly corner of Lot 7, Block 1, West Oaks Homesites, Section 1, an addition to Parker County, Texas as shown on the plat recorded in Volume 350A, Page 48, Plat Records, Parker County, Texas (P.R.C.T.), and being the most easterly corner of Lot 6 of said Block 1, and also being in the south right-of-way line of East Barbours Highway (variable width right-of-way);

THENCE North 86°59'14" East, with the common line between the said Haney tracts and the said south right-of-way line, passing a distance of 28.75 feet a found 1/2-inch iron rod, being the northwest corner of the aforesaid Haney Tract 1, same being the most northerly northeast corner of the aforesaid Haney Tract 3, they continuing in all for a total distance of 633.84 feet a found 1/2-inch iron rod for the northeast corner of the aforesaid Haney Tract 2, same being the northwest corner of a tract of land as described by deed to Stillwater Meadow, LLC as recorded in Document Number 201822785, D.R.P.C.T.;

THENCE with the common line between the said Haney tracts and the said Stillwater Meadow, LLC tract the following courses and distances: South 01°57'20" East, a distance of 276.39 feet to a found 1/2-inch iron rod;

South 04°11'02" West, a distance of 581.53 feet to a found 1/2-inch iron rod for the southeast corner of the said Haney Tract 1, same being the southwest corner of the said Stillwater Meadow, LLC tract, and being in the north line of the aforesaid Haney Tract 2; North 89°25'19" East, a distance of 170.69 feet to a set 5/8-inch capped iron rod marked "BHS INC" for the northeast corner of the said Haney Tract 3, same being the southeast corner of the said Stillwater Meadow, LLC tract, and being in the west line of Lot 15, Block 1, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Volume 208B, Page 1115, P.R.P.C.T.;

THENCE South 04°49'48" West, with the common line between the said Haney tracts and said Block 1, a distance of 232.66 feet to a found 1/2-inch iron rod;

THENCE South 00°18'50" East, continuing with the said common line, passing a distance of 258.15 feet, a point for the southwest corner of said Lot 15, Block 1, Shadow Creek Phase II, an addition to Parker County, Texas as shown on the plat recorded in Volume 208B, Page 1115, P.R.P.C.T., same being the most northerly corner of Lot 15 of said Block 1, and now continuing with the common line between the said Haney tracts and said Shadow Creek Phase II in all for a total distance of 852.83 feet to a found 1/2-inch iron rod for the southeast corner of the aforesaid Haney Tract 3, same being the southwest corner of Lot 15 of said Block 1, Shadow Creek Phase II;

THENCE South 88°50'15" West, continuing with the common line between the said Haney tracts and said Shadow Creek Phase II, passing a distance of 378.95 feet, a point for the northeast corner of said Lot 16, with the common line between the said Haney tracts and a remainder tract of land as described by deed to Bailey Ranch, a Texas Limited Partnership as recorded in Volume 2018, Page 163, D.R.P.C.T., and now continuing with the common line between the said Haney tracts and the said Bailey Ranch tract, in all for a total distance of 761.04 feet to a found 1/2-inch capped iron rod marked "CARTER ALDOP" for the southeast corner of the said Haney Tract 3, same being the southeast corner of Lot 35, Block 2, West Oaks Homesites, Section 1, an addition to Parker County, Texas as shown on the plat recorded in Volume 360A, Page 34, P.R.P.C.T., and being the southeast corner of Lot 34 of said Block 2;

THENCE North 00°48'29" West, with the common line between the said Haney tracts and said West Oaks Homesites, Section 1, passing a distance of 1507.28 feet, a point for the northeast corner of said West Oaks Homesites, Section 1, same being the southeast corner of the aforesaid Block 2, West Oaks Homesites, Section 1, and being a found 1/2-inch iron rod bears North 88°55'59" West, a distance of 1.88 feet, and now continuing with the common line between the said Haney tracts and the said West Oaks Homesites, Section 1 in all for a total distance of 1587.32 feet to the POINT OF BEGINNING and containing 1,162,137 feet of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Haney Revocable Trust, acting hereby by and through its duly authorized Trustees, does hereby certify and adopt the plat depicting the herein above described property as Lot 15, Haney Complex, an addition to the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use, together, the streets and alleys shown thereon. Haney Revocable Trust does hereby certify the following: The streets and alleys are dedicated for street and alley purposes. All public improvements and dedications shall be free and clear of all debts, liens, and/or encumbrances. The existing and public use areas, as shown, are dedicated for the public use for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Willow Park. The City of Willow Park shall have the right to remove and keep removed all or parts of any building, fence, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or easements. The City of Willow Park and public utility agencies shall have the full right of access and egress to and from their respective easements, without the necessity of any kind of proceeding. The City of Willow Park shall conform to current zoning building setbacks as specified by the City of Willow Park's Municipal Code of Ordinances. A certain portion of this Addition hereby sets bounds to a violation of City Ordinance 10-10-10, and is subject to laws and withholding of utilities and building permits.

GENERAL NOTES

- 1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (2023) NAD83 as established using the RTK/RTS Network Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. Vertical Datum established using the RTK/RTS Network Cooperative Network. All elevations shown are NAVD83.
3. Unless otherwise noted all boundary corners are set 5/8-inch capped iron rods marked "BHS INC".
4. The property as depicted is subject to any document pertaining to utility easements for electric, telephone or other utilities that affects said property as recorded in the Hood County Clerk's Office.
5. The survey has been prepared without the benefit of a course correction for title insurance; additional easements or restrictions may affect this property.
6. Utility Easements may be used for the removal and accommodation of all public utilities, said use by public utilities being subject to the public and the City of Willow Park's use thereof. The City of Willow Park and public utilities shall have the right to remove and keep removed all or parts of any building, fence, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or easements. The City of Willow Park and public utility agencies shall have the full right of access and egress to and from their respective easements, without the necessity of any kind of proceeding.
7. The City of Willow Park shall conform to current zoning building setbacks as specified by the City of Willow Park's Municipal Code of Ordinances.
8. A certain portion of this Addition hereby sets bounds to a violation of City Ordinance 10-10-10, and is subject to laws and withholding of utilities and building permits.

Table with 3 columns: Line #, Direction, Length. It lists 18 lines of the survey with their respective bearings and distances.

Table with 5 columns: Curve Data, Curve Total, Curve Length, Curve Bearing, Curve Stationing. It lists curve data for 17 curves, including radius, arc length, chord bearing, and chord length.

STATE OF TEXAS COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared Dustin Kyle Haney, Co-Trustee, known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2023. Notary Public and for the State of Texas

SURVEYOR'S CERTIFICATION

I, Toby G. Stock, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the survey is true and correct and was performed in accordance with the general rules of procedure and practices of the most current Texas Engineering and Land Surveying Practice Acts and Rules Concerning Professional Land Surveyors. PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. Toby G. Stock, State of Texas Registered Professional Land Surveyor No. 4842, Date August 30, 2023.

CITY OF WILLOW PARK, TEXAS CITY COUNCIL. NOTRE THIS PLAT HAS BEEN RECORDED WITHIN THE (S) MONTHS AFTER DATE OF ORIGINAL. BY: CITY MANOR DATE ATTEST: CITY SECRETARY DATE

PRELIMINARY PLAT HANEY COMPLEX BEING A 31.247 ACRE TRACT OF LAND SITUATED IN THE ELIZA OKER SURVEY, ABSTRACT NO. 1031 an addition to the City of Willow Park, Parker County, Texas AUGUST, 2023 SHEET 2 OF 2

BAIRD, HAMPTON & BROWN engineering and surveying 440 Hazing Drive, Waco, Texas 76708 (800) 242-2000 or 817-896-7519 baird.com TDS-ES Firm #44 - TDS-ES Firm #1014148

Owner/Developer: Attn: Dustin Kyle Haney & Jayme Lynne Haney, Co-Trustees, Haney Revocable Trust 303 Harrison St. ARLING, Texas 76010 PHN 817-580-2425

**EXHIBIT "B"****ANNEXATION SERVICES AGREEMENT**

This Annexation Services Agreement (hereinafter referred to as the ("Agreement")) is entered into pursuant to Section 43.0672(a) of the Texas Local Government Code, as amended, by and between the CITY OF WILLOW PARK, TEXAS, a Type A general law municipality (hereinafter referred to as the "City") and the undersigned owner of the approximately 31.247 acres, Dustin Kyle Haney and Jayme Lynne Haney (hereinafter collectively referred to as the "Owner"). The City and Owner may hereafter be referred to collectively as the "Parties" or, individually, as a "Party."

WHEREAS, the Owner owns certain real property (hereinafter referred to as the "Property") in Parker County, Texas, which is particularly described and/or depicted in Exhibit A and Exhibit A-1 which are attached hereto and is incorporated herein for all purposes; and

WHEREAS, the Property lies wholly within the City's extraterritorial jurisdiction (hereinafter referred to as the "ETJ"); and

WHEREAS, the City and Owner agree the Property is contiguous to the City's corporate limits; and

WHEREAS, the City and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended; and

WHEREAS, Sections 43.067 to 43.0673 of the Texas Local Government Code provides the process to annex property on request of the property owner; and

WHEREAS, Section 43.0672 of the Texas Local Government Code provide that "(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement"; and

WHEREAS, the City desires to enter into this Agreement with the Owner concerning the services to be provided to the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City and the Owner acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Parker County, Texas.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein. This Agreement is intended to run with the Property for a ten-year period commencing on the Effective Date and shall be recorded in the deed records of Parker County, Texas. Renewal of the Agreement shall be at the option of the City. A renewal of the Agreement may be exercised by the City Council provided the renewal is adopted by ordinance and specifically renews the Agreement for a stated period of time.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word "Act" means Chapter 43 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word "Agreement" means this Annexation Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word "City" means the City of Willow Park, Texas, a Type A general law municipality.
- (d) **Effective Date.** The words "Effective Date" of this Agreement shall be the date of the completion of the annexation of the Property and/or the execution of this Agreement by Owner and City, whichever is later.
- (e) **ETJ.** The term "ETJ" refers to the City's extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (g) **Owner.** The word "Owner" means the owner of the approximately 31.247 acres of Property described in Exhibit "A" and depicted in Exhibit "A-1" attached hereto.

- (h) **Property.** The word "Property" means the approximately 31.247 acres of land located within Parker County, Texas, as is more particularly described and or depicted in Exhibits "A" and "A-1" of this Agreement, which are attached hereto and incorporated herein for all purposes.
- (i) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

**SECTION 4. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.**

In accordance with Section 43.0672 of the Act, the City will provide the following services to the Property after its annexation into the corporate limits of the City:

**FIRE**

*Existing Services:* Parker County Emergency Services District 1

*Services to be Provided:* The City of Willow Park receives fire suppression service from the Parker County Emergency Services District 2. Fire suppression will continue to be available to the area upon annexation through Parker County Emergency Services District 1. Fire prevention activities will be provided by the City Fire Marshall's office.

**POLICE**

*Services to be Provided:* Currently, the area is under the jurisdiction of the Parker County Sheriff's Office. Upon annexation, the City of Willow Park Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

**BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:* The Building Inspection Department will provide Code Compliance Services upon annexation. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Willow Park.

**PLANNING AND ZONING**

*Existing Services:* None

*Services to be Provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Willow Park Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision

Ordinance. These services can be provided within the department's current budget and staff appropriation.

**HEALTH CODE ENFORCEMENT SERVICE**

*Services to be Provided:* The City of Willow Park will implement the enforcement of the City's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and within the current budget appropriation.

**STREET**

*Existing Services:* County Street Maintenance

*Services to be Provided:* Maintenance to the streets will be provided by the City of Willow Park on the effective date of the annexation. This service can be provided within the current budget appropriation.

**STORM WATER MANAGEMENT**

*Services to be Provided:* Developers will provide storm water drainage improvements at their own expense and will be inspected by the City Engineers at the time of completion. The City will then maintain the drainage improvements, upon approval, and acceptance.

**STREET LIGHTING**

*Services to be Provided:* The City of Willow Park will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

**TRAFFIC ENGINEERING**

*Services to be Provided:* The City of Willow Park Public Works Department will provide, after the effective date of annexation, any additional traffic control devices.

**WATER SERVICE**

*Services to be Provided:* Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be provided in accordance with utility extension ordinances and the Developer's Agreement entered into by and between the Parties, which is incorporated herein as though set out in full (the "Developer's Agreement"). Extension of service shall comply with City codes and ordinances.

**SANITARY SEWER SERVICE**

*Services to be Provided:* Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer

service shall be provided in accordance with utility extension ordinances and the Developer's Agreement. Extension of service shall comply with City codes and ordinances.

**SOLID WASTE SERVICES**

*Services to be Provided:* Solid Waste Collection shall be provided to the area upon annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

**MISCELLANEOUS SERVICES**

All other applicable municipal services will be provided to the area in accordance with the City of Willow Park's established policies governing extension of municipal services to newly annexed areas.

**SECTION 5. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Parker County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Parker County, Texas.
- (c) **Disclosure.** Owner understands that it is not required to enter into this Agreement. The City is annexing the Property on a request by Owner, as the owner of the Property, to annex the Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Owner shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of general circulation in the area and public notice on the City's website; (d) the City will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Property to be annexed; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Property. The annexation of the Property, and the procedures applicable to the annexation, require the Owner's consent. The City, by entering

into this Agreement, has waived its immunity to suit, but only to the extent as provided in Section 212.172 of the Local Government Code.

- (d) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) **Enforcement.** This Agreement may be enforced by either the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- (i) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (j) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (k) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to City: City of Willow Park  
120 El Chico Trail  
Willow Park, Texas 76087  
Attn: City Manager  
Telephone: 817/441-7108

if to Owner: Haney Development  
1484B Compton Way  
Queda TX 76003  
Attn: Dustin Haney  
Telephone: 817-980-2425

- (l) Recording. This Agreement is intended to run with the Property for the term thereof, and upon execution by the Parties shall be recorded in the deed records of Parker County, Texas, and shall be binding upon the Property for the term only.
- (m) Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (n) Sovereign Immunity. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (o) Time is of the essence. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

**CITY OF WILLOW PARK**

By: *Doyle Moss*  
Doyle Moss, Mayor

Date: 8/9/23

ATTEST:

*Crystal Dozier*  
Crystal Dozier, City Secretary



APPROVED AS TO FORM:

[Signature]  
William P. Chesser, City Attorney

OWNER

Dustin Kyle Haney

By: [Signature]

Date: 8/9/2023

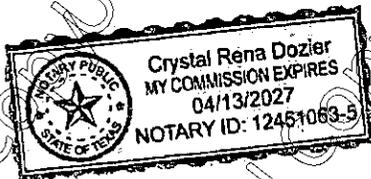
Jayne Lynne Haney

By: [Signature]

Date: 8/9/23

STATE OF TEXAS  
COUNTY OF PARKER

This instrument was acknowledged before me on the 9th day of August by Doyle Moss, Mayor of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF PARKER

This instrument was acknowledged before me on the 9th day of August by Dustin Kyle Haney and Jayne Lynne Haney, as owners of the property, in their individual capacity.



[Signature]  
Notary Public, State of Texas



City of Willow Park  
120 El Chico Trail, Suite A  
Willow Park, Texas 76087  
Phone: (817) 441-7108 · Fax: (817) 441-6900

February 28, 2024

I, Crystal Dozier, City Secretary of the City of Willow Park, Texas do hereby certify that the attached annexation ordinance is a true and correct copy of Ordinance No. 895-24 approved by the City of Willow Park City Council on January 9, 2024.

  
Crystal Dozier, City Secretary  
City of Willow Park

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



202404932  
02/28/2024 01:08 PM  
Fee: 77.00  
Lila Deakle, County Clerk  
Parker County, TX  
ORDINANCE