

ORDINANCE NO. 918-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS ANNEXING APPROXIMATELY 317.732 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 317.732 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, Beall-Dean Ranch, LTD, a Texas limited partnership submitted a petition to the City of Willow Park requesting annexation of their property, which consists of approximately 317.732 acres, described by a metes and bounds description and map attached hereto as Exhibits “A,” and “B” 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 January 14, 2025, 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 20th day but before the 10th day before the public hearing; and

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 317.732 acres and described in attached Exhibits “A,” and “B” 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 “C”, 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 "C".

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

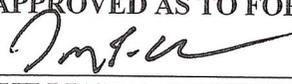
PASSED AND APPROVED on this the 11 day of February, 2025.


DOYLE MOSS, Mayor

ATTEST:

TONI FISHER, Interim City Secretary



APPROVED AS TO FORM:

WILLIAM P. CHESSER, City Attorney

The Willow Park City Council, acting on Ordinance No. 918-25 did on the 11 day of February, 2025 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	✓ _____	_____	_____



City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087
Phone: (817) 441-7108
WillowParkTX.gov

I, Deana McMullen, City Secretary of the City of Willow Park, Texas do hereby certify that the attached Annexation Ordinance, along with attached Exhibit A, Property Description, and Exhibit B Services Agreement, is a true and correct copy of Ordinance No. 918.25 along with exhibits approved and enacted by the City of Willow Park City Council on February 11, 2025 comprised of 16 pages.

Deana McMullen, City Secretary
City of Willow Park



Exhibit "A"

Property Description

Parts of the F.H. HAMMON SURVEY, Abstract No. 673, the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and the H.T. & B.R.R. CO. SURVEY NO. 5, Abstract No. 647 situated in Parker County, Texas; embracing all of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III recorded in volume 1441, page 424 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (2011). All 5/8" capped irons recovered called for in this description are marked "Brookes Baker Surveyors".

Beginning at the southwest corner of said 323-336/1000 acres tract, in Bankhead Highway, from which a 5/8" iron found bears north 00 degrees-20 minutes-08 seconds east 31-57/100 feet.

Thence north 00 degrees-20 minutes-08 seconds east, along a west line of said 323-336/1000 acres tract, to and along the east line of Blocks 3 and 4 of PRAIRIE RIDGE ADDITION, an Addition to Parker County, Texas according to the plat thereof recorded in Slide B-795 of the Plat Records of Parker County, Texas, 2636-23/100 feet to a 1" iron found for a re-entrant corner of said 323-336/1000 acres tract, and for the northeast corner of said Block 4.

Thence south 89 degrees-03 minutes-43 seconds west, along the north line of said Block 4, for a south line of said 323-336/1000 acres tract, 583-07/100 feet to the east line of Lot 2 Block 1 of PRAIRIE CREEK BUSINESS PARK, an Addition to Parker County, Texas according to the plat thereof recorded in Slide C-333 of the said Plat Records, for a southwest corner of said 323-336/1000 acres tract, from which a 1/2" iron found bears south 01 degree-40 minutes-07 seconds east 1-37/100 feet.

Thence north 01 degrees-25 minutes-41 seconds west, along the east line of said Lot 2, for a west line of said 323-336/1000 acres tract, 1322-67/100 feet to a 5/8" iron found for the northeast corner of said Lot 2, and for the southeast corner of the 1-010/1000 acres tract described in the deed to Twin Star Properties, LLC, recorded in Document No. 201704344 of the said Official Public Records.

Thence northwesterly, along the east line of said 1-010/1000 acres tract, for a west line of said 323-336/1000 acres tract, the following:

north 01 degrees-34 minutes-53 seconds west 216-25/100 feet to a 5/8" capped iron set;

north 01 degrees-09 minutes-20 seconds west 224-47/100 feet to a 1/2" capped iron found for the northeast corner of said 1-010/1000 acres tract, and for the northwest corner of said 323-336/1000 acres tract, in the south right-of-way of Interstate Highway No. I-20.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south

right-of-way of said Interstate Highway No. I-20, the following:

south 82 degrees-12 minutes-12 seconds east 48-05/100 feet to a 1/2" iron found;
south 74 degrees-57 minutes-27 seconds east 302-95/100 feet to a 3/4" iron found;
south 82 degrees-38 minutes-35 seconds east 99-98/100 feet to a 3/4" iron found;
south 89 degrees-05 minutes-24 seconds east 301-78/100 feet to a concrete highway monument found;
south 78 degrees-15 minutes-08 seconds east 401-38/100 feet to a concrete highway monument found;
south 71 degrees-54 minutes-15 seconds east 295-68/100 feet to a 1/2" capped iron found marked RPLS 5084.

Thence south 12 degrees-11 minutes-37 seconds west 365-80/100 feet to a 1/2" capped iron found marked RPLS 5084.

Thence south 77 degrees-35 minutes-12 seconds east 211-26/100 feet to a 4" pipe fence corner post.

Thence north 15 degrees-42 minutes-30 seconds east 225-02/100 feet to a 4" pipe fence post.

Thence north 27 degrees-41 minutes-15 seconds east 137-58/100 feet to a 1/2" capped iron found marked RPLS 5084, in the north line of said 323-336/1000 acres tract.

Thence southeasterly, along the north line of said 323-336/1000 acres tract, and the south right-of-way of said Interstate Highway No. I-20, the following:

south 78 degrees-34 minutes-21 seconds east 49-77/100 feet to a concrete highway monument found;
south 70 degrees-58 minutes-18 seconds east 458-94/100 feet to a concrete highway monument found at the beginning of a curve to the left having a radius of 2893-79/100 feet; along said curve to the left an arc length of 579-73/100 feet to a concrete highway monument found at its end. The long chord of said 579-73/100 feet arc is south 76 degrees-46 minutes-29 seconds east 578-76/100 feet;
south 82 degrees-31 minutes-55 seconds east 623-94/100 feet to a 5/8" capped iron set for the most northerly northeast corner of said 323-336/1000 acres tract, at the beginning of a curve to the right having a radius of 121-00/100 feet.

Thence southeasterly, along the northeasterly line of said 323-336/1000 acres tract, along said curve to the right an arc length of 104-31/100 feet to a 5/8" capped iron set for the most easterly northeast corner of said 323-336/1000 acres tract, in the west right-of-way of Farm-to-Market Highway No. 1187. The long chord of said 104-31/100 feet arc is south 57 degrees-23 minutes-08 seconds east 101-11/100 feet.

Thence southeasterly and southwesterly, along the east line of said 323-336/1000 acres tract, and the west right-of-way of said Farm-to-Market Highway No. 1187, the following:

south 08 degrees-46 minutes-55 seconds east 324-26/100 feet to a 5/8" capped iron set;
south 08 degrees-24 minutes-03 seconds east 2177-50/100 feet to a concrete highway monument found at the beginning of a curve to the right having a radius of 1859-86/100 feet;

along said curve to the right an arc length of 1193-70/100 feet to a corner from which a broken concrete highway monument found bears north 55 degrees-25 minutes-39 seconds east 0-41/100 of a foot. The long chord of said 1193-70/100 feet arc is south 10 degrees-02 minutes-00 seconds west 1173-31/100 feet;
north 61 degrees-24 minutes-06 seconds west 15-00/100 feet to a concrete highway monument found;
south 28 degrees-26 minutes-17 seconds west 695-87/100 feet to a corner from which a 4" pipe fence corner post bears north 46 degrees-30 minutes-49 seconds east 0-38/100 of a foot;
south 46 degrees-56 minutes-17 seconds west 89-98/100 feet to a 5/8" iron recovered;
south 49 degrees-06 minutes-54 seconds west 56-29/100 feet to the southeast corner of said 323-336/1000 acres tract, in said Bankhead Highway.

Thence southwesterly and northwesterly, along the south line of said 323-336/1000 acres tract, in said Bankhead Highway, the following:

south 84 degrees-24 minutes-35 seconds west 356-80/100 feet;
north 80 degrees-45 minutes-38 seconds west 131-78/100 feet;
north 58 degrees-48 minutes-33 seconds west 406-60/100 feet;
north 69 degrees-39 minutes-30 seconds west 312-20/100 feet;
north 73 degrees-44 minutes-04 seconds west 1450-58/100 feet to the place of beginning and containing 321-406/1000 acres, of which approximately 2-051/1000 acres lies within said F.H. HAMMON SURVEY, and approximately 300-327/1000 acres lies within said HEIRS OF FRANCISCO SANCHEZ SURVEY, and approximately 19-028/1000 acres lies within said H.T. & B.R.R. CO. SURVEY NO. 5, of said 321-406/1000 acres tract approximately 2-162/1000 acres lies within said Bankhead Highway.

SAVE AND EXCEPT THE FOLLOWING

Part of the HEIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, situated in Parker County, Texas; embracing all of the 3-673/1000 acres tract described in the deed to TXU Electric Company recorded in volume 1889, page 1878 of the Official Public Records of Parker County, Texas and described by metes and bounds as follows:

Commencing at the southwest corner of Parcel 4, the 323-336/1000 acres tract described in the deed to John Henry Dean III, recorded in volume 1441, page 424 of the said Official Public Records, in Bankhead Highway, and run, along the south line of said 323-336/1000 acres tract south 73 degrees-44 minutes-04 seconds east 1450-58/100 feet, the run south 69 degrees-39 minutes-30 seconds east 312-20/100 feet, the run south 58 degrees-48 minutes-33 seconds east 89-79/100 feet, the run north 31 degrees-11 minutes-27 seconds east 1375-16/100 feet to a 5/8" capped iron found for the most southerly and beginning corner of the tract being described.

Thence north 32 degrees-54 minutes-52 seconds west, along the southwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 1/2" capped iron found for the most westerly corner of said 3-673/1000 acres tract.

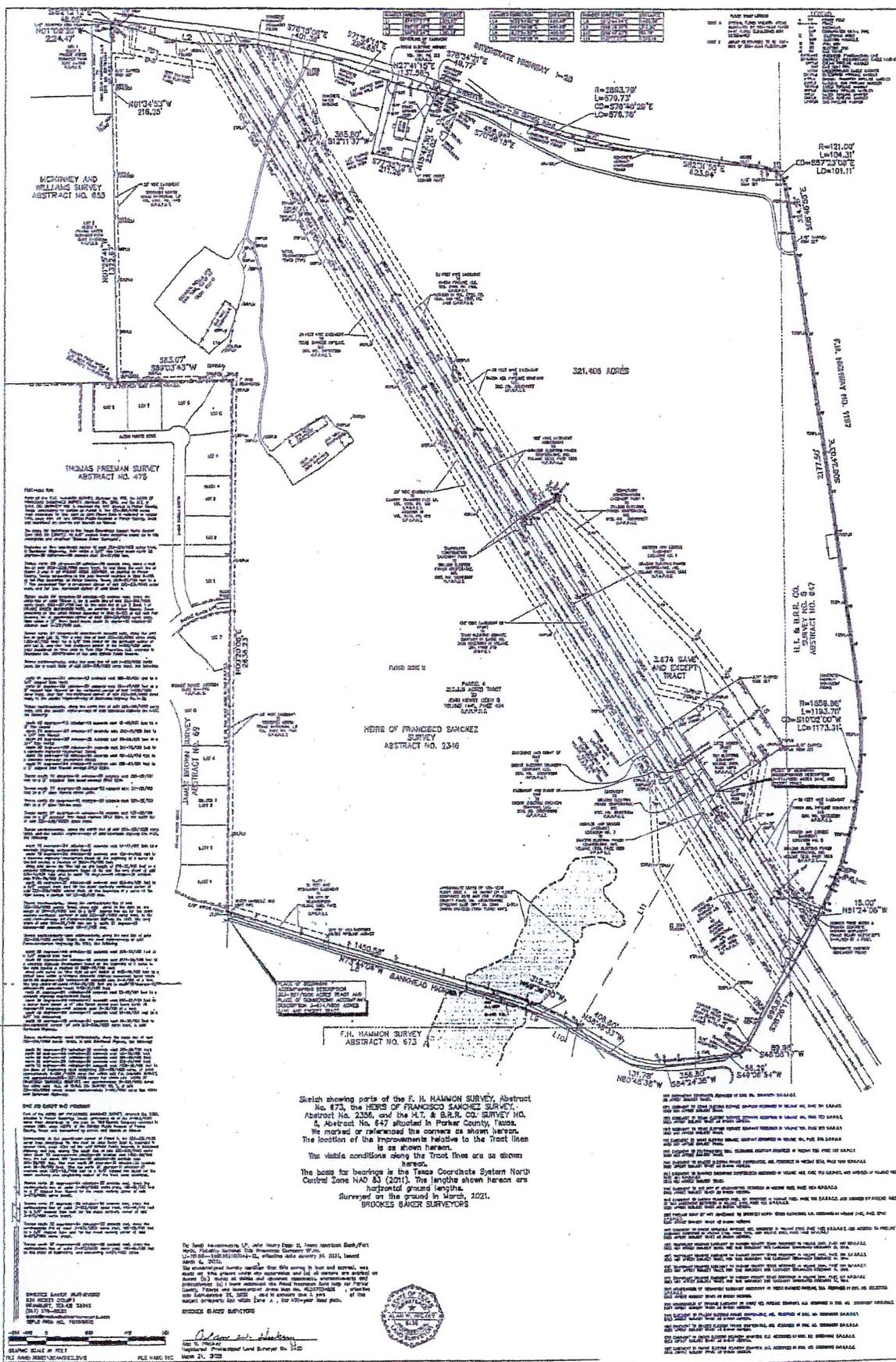
Thence north 57 degrees-05 minutes-09 seconds east, along the northwesterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most northerly corner

of said 3-673/1000 acres tract.

Thence south 32 degrees-54 minutes-52 seconds east, along the northeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to a 5/8" capped iron set for the most easterly corner of said 3-673/1000 acres tract.

Thence south 57 degrees-05 minutes-08 seconds west, along the southeasterly line of said 3-673/1000 acres tract, 400-06/100 feet to the place of beginning and containing 3-673/1000 acres.

Exhibit "B"



Sketch showing parts of the F. H. HANSON SURVEY, Abstract No. 673, the HIRS OF FRANCISCO SANCHEZ SURVEY, Abstract No. 2346, and the M.T. & B.R.R. CO. SURVEY NO. 4, Abstract No. 647 situated in Parker County, Texas, the marked or referenced to the correct as shown hereon. The location of the improvements relative to the Tract lines is as shown hereon. The visible conditions along the tract lines are as shown hereon. The basis for bearings in the Texas Coordinate System North Central Zone NAD 83 (2011). The lengths shown hereon are horizontal ground lengths. Surveyed on the ground in March, 2021. BROOKS SANCER SURVEYORS

The State of Texas, County of Parker, Texas, do hereby certify that the above described survey was duly recorded in the Public Records of this County, Texas, in the volume and page hereinafter mentioned, to-wit: Book 1011, Page 2021. The above described survey was duly recorded in the Public Records of this County, Texas, in the volume and page hereinafter mentioned, to-wit: Book 1011, Page 2021. The above described survey was duly recorded in the Public Records of this County, Texas, in the volume and page hereinafter mentioned, to-wit: Book 1011, Page 2021.



SCALE OF FEET
 1" = 400'
 ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED

THESE SURVEYS WERE MADE BY BROOKS SANCER SURVEYORS, INC., A PROFESSIONAL CORPORATION, UNDER THE CLOSE PERSONAL SUPERVISION AND DIRECTION OF THE SURVEYORS. THE SURVEYORS HAVE BEEN DULY LICENSED BY THE STATE OF TEXAS. THE SURVEYORS HAVE BEEN DULY LICENSED BY THE STATE OF TEXAS. THE SURVEYORS HAVE BEEN DULY LICENSED BY THE STATE OF TEXAS. THE SURVEYORS HAVE BEEN DULY LICENSED BY THE STATE OF TEXAS. THE SURVEYORS HAVE BEEN DULY LICENSED BY THE STATE OF TEXAS.

EXHIBIT "C"

CITY OF WILLOW PARK

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 321 acres of real property, Beall-Dean Ranch, Ltd., (hereinafter 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 approximately 321 acres of real property (hereinafter referred to as the "Property") in Parker County, Texas, which is particularly described and/or depicted in Exhibit A and Exhibit B 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 Services 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 Beall-Dean Ranch, Ltd., a Texas limited partnership, the owner of the Property described and/or depicted in Exhibit "A" and Exhibit "B" attached hereto.
- (h) Property. The word "Property" means the approximately 321 acres of land located within Parker County, Texas, as is more particularly described and or depicted in Exhibit "A" and "B" 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 No. 1

Services to be Provided: The City of Willow Park receives fire suppression service from the Parker County Emergency Services District No. 1. Fire suppression will continue to be available to the area upon annexation through Parker County Emergency Services District No. 1. Fire prevention activities will be provided by the City Fire Marshall's office.

POLICE

Existing Services: Parker County Sheriff's Department

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

Existing Services: None.

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: Parker County Street Maintenance

Services to be Provided: Owner shall be responsible for designing and constructing all streets and roads on the Property at their own expense pursuant to the Beall-Dean Ranch Development Agreement entered into by the Parties (the "Development Agreement"), the terms of which are incorporated herein as though set out in full, and all streets and roads constructed by Owner shall be subject to a two (2) year maintenance bond(s) provided by the Owner. Following the acceptance by the City of Willow Park of the streets or roads constructed by the Owner and the expiration of the maintenance bond(s), the City of Willow Park will maintain the streets and roads on the Property. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None.

Services to be Provided: Owner shall be responsible for designing and constructing all storm water drainage improvements on the Property at their own expense pursuant to the Development Agreement, and all drainage improvements constructed by Owner shall be subject to a two (2) year maintenance bond(s) provided by the Owner. Following the acceptance by the City of Willow Park of the drainage improvements and the expiration of the maintenance bond(s), the City of Willow Park will maintain the drainage improvements on the Property. This service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None.

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. Owner shall be responsible for the costs of the purchase and installation of any street lighting.

TRAFFIC ENGINEERING

Existing Services: None.

Services to be Provided: The City of Willow Park Public Works Department will provide, after the effective date of annexation and development of the Property by Owner pursuant to the Development Agreement, any traffic control devices. Owner shall be responsible for the costs of purchase and the installation of any traffic control devices. After installation of all traffic control devices, the City will maintain the traffic control devices.

WATER SERVICE

Existing Services: None.

Services to be Provided: The City of Willow Park will extend a 12-inch water line to the northwest corner of the Property at its expense (the "City Water Line") pursuant to the Development Agreement. Owner shall be responsible for designing and constructing all water facilities and improvements to tie into the City Water Line and all water facilities and improvements needed for the Property at its own expense, pursuant to the Development Agreement, and all water facilities and improvements constructed by Owner shall be subject to a two (2) year maintenance bond(s) provided by the Owner. Following the acceptance by the City of Willow Park of the water facilities and improvements and the expiration of the maintenance bond(s), the City of Willow Park will maintain the water facilities and improvements on the Property and provide water service to the Property. This service can be provided within the current budget appropriation.

SANITARY SEWER SERVICE

Existing Services: None.

Services to be Provided: The City of Willow Park will extend a 10-inch gravity sewer line to the southwest corner of the Property at its expense (the "City Sewer Line") pursuant to the Development Agreement. Owner shall be responsible for designing and constructing all wastewater facilities and improvements to tie into the City Sewer Line and all wastewater facilities and improvements needed for the Property at its own expense, pursuant to the Development Agreement, and all wastewater facilities and improvements constructed by Owner shall be subject to a two (2) year maintenance bond(s) provided by the Owner. Following the acceptance by the City of Willow Park of the wastewater facilities and improvements and the expiration of the maintenance bond(s), the City of Willow Park will maintain the wastewater facilities and improvements on the Property and provide sanitary service to the Property. This service can be provided within the current budget appropriation.

SOLID WASTE SERVICES

Existing Services: None.

Services to be Provided: Solid Waste Collection shall be provided to the Property by the City of Willow Park's contracted provider upon annexation and development of the Property in accordance with City policies and ordinances, beginning upon the 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:

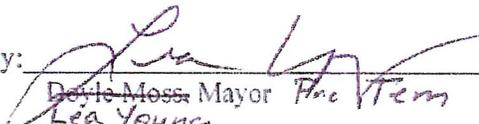
if to City: City of Willow Park
120 El Chico Trail, Ste A
Willow Park, Texas 76087
Attn: City Manager
Telephone: 817/441-7108

if to Owner: Beall-Dean Ranch, Ltd.
5712 Colleyville Boulevard, Suite 200
Colleyville, Texas 76034
Attn: Robert S. Beall, Partner
Telephone: 817) 399-1100

- (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, Mayor *The Vtem*
Lea Young
Date: 11/12/24

ATTEST:

Antonette R. Fisher, City Secretary
Fisher Interim

APPROVED AS TO FORM:

W.P. Chesser
William P. Chesser, City Attorney

OWNER

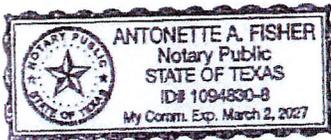
BEALL-DEAN RANCH, LTD

By: Robert S. Beall

Date: 11/12/24

STATE OF TEXAS
COUNTY OF PARKER

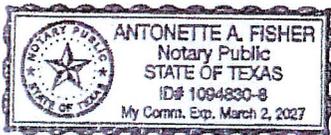
This instrument was acknowledged before me on the 12th day of Nov. by Lea Young ~~Doyle Moss~~,
~~Mayer~~ of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said
municipality. Mayor Pro Tem



Antonette Fisher
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the 12th day of Nov. by Robert S. Beall,
in his capacity as a Owner in the Beall-Dean Ranch, Ltd partnership, on behalf of said
partnership.



Antonette Fisher
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

9

Lila Deakle

202503850
02/13/2025 03:48 PM
Fee: 89.00
Lila Deakle, County Clerk
Parker County, TX
ORDINANCE