

## **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: \_\_\_\_\_

- (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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Secretary



APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Chesser, City Attorney

**OWNER**

**BEALL-DEAN RANCH, LTD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF PARKER

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

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF PARKER

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

\_\_\_\_\_  
Notary Public, State of Texas