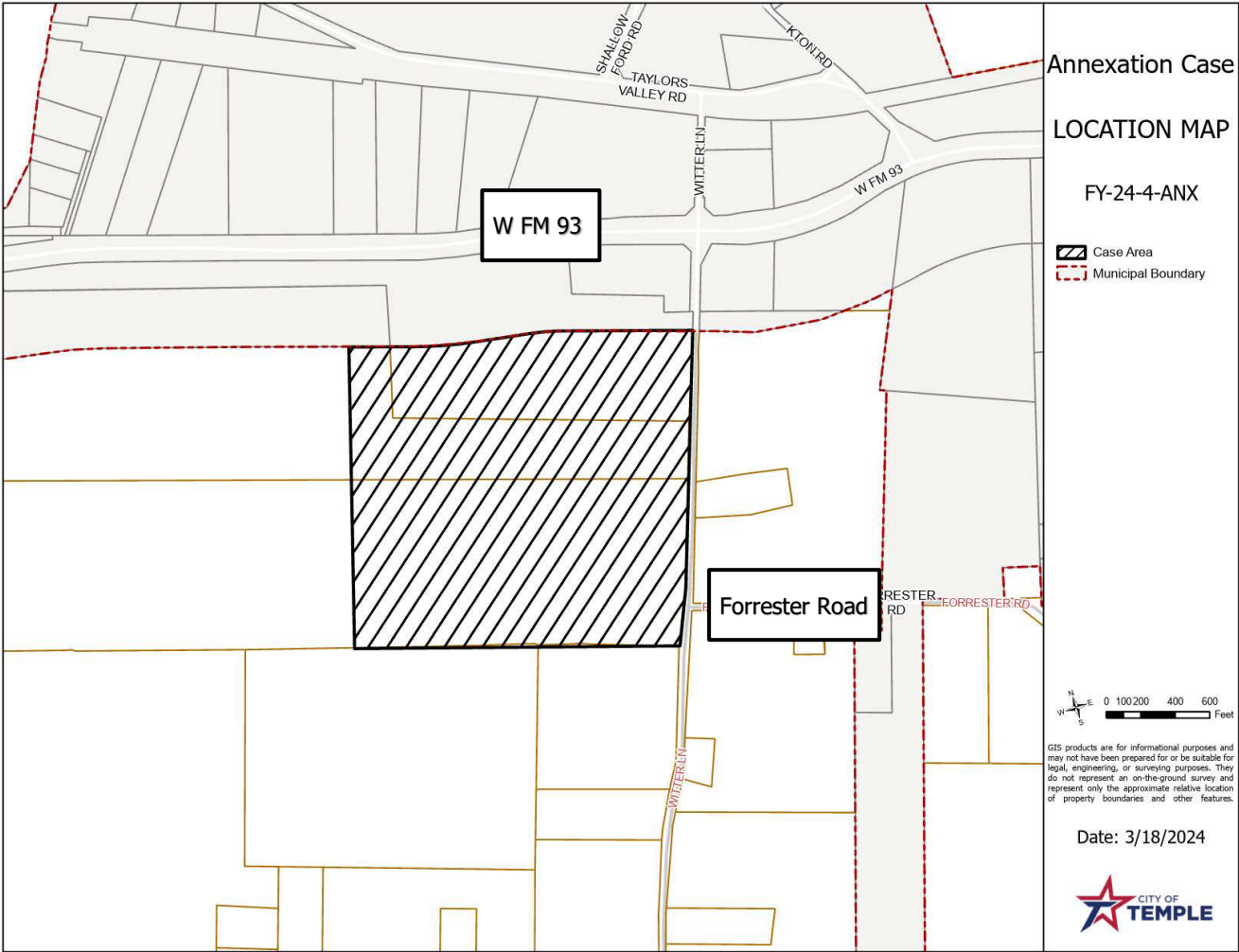
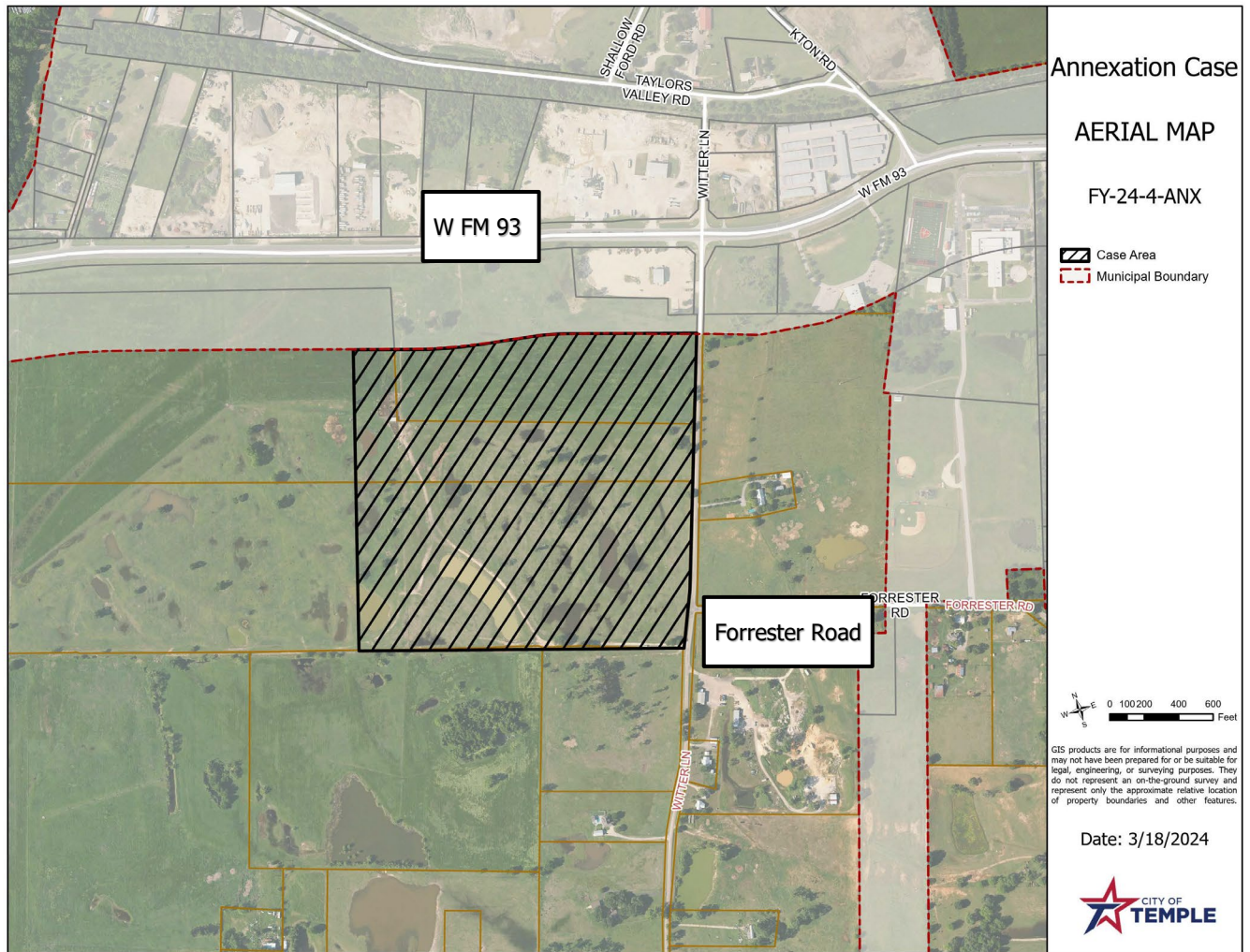


# Maps



Location Map (ARC GIS Maps)



Aerial Map (ARC GIS Maps)

# VOLUNTARY PETITION FOR ANNEXATION

DATE: 03-13-2024

To the City Council of the Temple:

Bell Temp LLC is the sole owner the tract of land containing approximately 80.40 ("the Tract"). The Tract is more particularly described by metes and bounds in Exhibit A to this petition.

The Tract is adjacent and contiguous to the Temple city limits. The Tract is adjacent and contiguous to the property identified as Bell CAD ID 148512 that is currently in the Temple city limits. The owner is petitioning the City Council to take the appropriate actions to annex the 80.40 tract.

Republic Engineering & Development Services, LLC

Signed: Tyler Freese  
Tyler Freese, P.E.  
Republic Engineering & Development Services  
Representing on behalf of Bell Temp, LLC

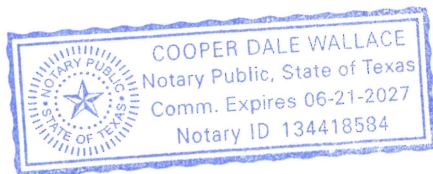
STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me by Tyler Freese, Republic Engineering & Development Services.

Given under my hand and seal of office this 13<sup>th</sup> day of March, 2024.

Cooper Dale Wallace  
Notary Public State of Texas



**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF TEMPLE, TEXAS AND**  
**BELL TEMP, LLC**

This Municipal Services Agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Temple, Texas, a home-rule municipality of the State of Texas, ("City") and Bell Temp LLC, a Texas limited liability company ("Owner").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Section 43.0671 of the Local Government Code (LGC) permits the City to annex an area if each owner of land in an area requests the annexation;

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

**WHEREAS**, Owner owns certain parcels of land situated in Bell County, Texas, which consists of approximately 80.40 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. FY-24-4-ANX ("Annexation Case");

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

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Temple City Council; and

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.



### 3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
  - i. Fire – The City's Fire Department will provide emergency and fire protection services.
  - ii. Police – The City's Police Department will provide protection and law enforcement services.
  - iii. Emergency Medical Services - The City's Fire Department and the City's contracted emergency medical transport franchisee will provide emergency medical services. At the time of this agreement, the contracted emergency medical transport franchisee is American Medical Response operating as Temple EMS.
  - iv. Planning, Zoning, and Building – The City's Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
  - v. Publicly Owned Parks, Facilities, and Buildings
    1. Residents of the Property will be permitted to utilize all existing publicly owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
    2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
  - vi. Streets - The City's Public Works Department will maintain the public streets over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
  - vii. Water and Wastewater
    1. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. If a property owner desires to connect to the City water and sewer system, then the owner may request a connection once those services are available. The connection will be at the owner's expense in accordance with existing City ordinances and policies, Texas Commission on Environmental Quality (TCEQ) Rules and Regulations, and any applicable laws. Once connected to the City's water and sanitary

- sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.
2. New homes will be required to connect to the City's water and sewer system at the owner's expense in accordance with existing City ordinances and policies, Texas Commission on Environmental Quality (TCEQ) Rules and Regulations, and any applicable laws. The City will provide water in accordance with the obligation in Texas Water Code Chapter 13 to provide continuous and adequate service and the duty to not discontinue, reduce, or impair service except as specifically allowed under Chapter 13 of the Texas Water Code.
  - viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
  - ix. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
  - x. Animal Services – The City's Animal Services Department will provide services for animal cruelty, animal bites, stray animals, loose livestock or wildlife, animal pickup, and animal disturbances in accordance with the City policies and procedures and applicable laws.
  - b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
  - c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
  6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
  7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
  8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Bell County, Texas or the United States District Court for the Western District of Texas, Waco Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
  9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or

provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

*Signatures to follow.*



CITY OF TEMPLE

BELL TEMP LLC

By: Bell Temp, LLC

By: \_\_\_\_\_  
Brynn Myers, City Manager

By: Venkat Gottipati  
Venkat Gottipati,  
Managing Member

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney's Office

STATE OF TEXAS           §  
COUNTY OF BELL       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by **Brynn Myers**, as City Manager of the City of Temple, a Texas home rule City.

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

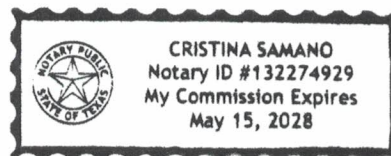
STATE OF TEXAS           §  
COUNTY OF BELL       §

This instrument was acknowledged before me on June 13, 2024 by **Venkat Gottipati**,  
Managing Member of Bell Temp, LLC, a Texas limited liability company, on behalf of said  
company.

[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney's Office







FORRESTER ROAD

**CITY OF TEMPLE ANNEXATION  
(WITTER LANE)  
80.40 ACRES  
BELL COUNTY, TEXAS**

**BEING** 80.40 acres of land out of the Stephen Frazier Survey, Abstract No. 311 and the Stephen Frazier Survey, Abstract No. 329, Bell County, Texas, and being part of a called 268.26 acre tract of land described by a deed to BELL TEMP, LLC, recorded in Document No. 2021006368, Real Property Records in Bell County, Texas, and being more particularly described by metes and bounds as follows:

**COMMENCING** at a ½ inch iron rod with blue cap found in the west right-of-way line of Witter Lane, for the northeast corner of said 268.26 acre tract and for the southeast corner of Lot 1, Block 1 of S&B Land Company Addition, recorded in Cabinet D, Slide 138-B, Plat Records of Bell County, Texas;

**THENCE** S 18°30'42" W, 109.12 feet, with the east boundary line of said 268.26 acre tract and with the west right-of-way line of said Witter Lane, to a calculated point in the south city limit boundary line of the City of Temple for the **POINT OF BEGINNING** and northeast corner of this tract;

**THENCE** departing said city limit and continuing with the said common boundary line of 268.26 acre tract and Witter Lane, for the following calls:

1. S 18°30'42" W, 1489.54 feet, to a ½ inch iron rod with red cap found;
2. S 22°40'34" W, 341.99 feet, to a 60D nail found in a 9-inch wooden fence post found for the southeast corner of said 268.26 acre tract and for the northeast corner of a called 15.57 acre tract of land described by a deed to JAMES R. LUCKSINGER ET UX., recorded in Volume 3084, Page 720, Official Public Records of Bell County, Texas, for the southeast corner of this tract;

**THENCE** N 73°28'42" W, 1887.45 feet, with the south boundary line of said 268.26 acre tract and along the north boundary line of said 15.57 acre tract and along the north boundary line of a called 170.6 acre tract of land described by a deed to JOSHUA M. KNOWLES, recorded in Document No. 2021077338, of said Property Records, to a calculated point for the southwest corner of this tract, from which a ½ inch iron rod with red cap found in the low east bank of the Leon River for the southwest corner of said 268.26 acre tract bears N 73°28'42" W, 3454.78 feet;

**THENCE** N 15°54'23" E, 1748.72 feet, across and upon said 268.26 acre tract, to a calculated point in the said south city limit boundary line, for the northwest corner of this tract;

**THENCE** continuing across and upon said 268.26 acre tract with the said south city limit boundary line and being 500.00 feet south and parallel of the north boundary line of said 268.26 acre tract and the north boundary line of said Lot 1, Block 1 of S&B Land Company Addition, for the following calls:

1. S 73°13'45" E, 369.94 feet, to a calculated point for the beginning of a curve to the left;
2. With said curve to the left, having a radius of 2484.86 feet, an arc length of 365.59 feet, and a long chord bearing S 77°26'39" E, 365.26 feet, to a calculated point for the end of this curve;
3. S 81°39'32" E, 318.80 feet, to a calculated point for the beginning of a curve to the right;
4. With said curve to the right, having a radius of 1334.86 feet, an arc length of 196.44 feet, and a long chord bearing S 77°26'35" E, 196.27 feet, to a calculated point for the end of this curve;
5. S 73°14'35" E, 26.80 feet, to a calculated point;
6. S 73°17'08" E, 722.15 feet, to the **POINT OF BEGINNING** and containing 80.40 acres of land.

**NOTES:**

*The bearings recited herein are grid bearings based on the City of Temple Coordinate System, an extension of the NAD 1983 State Plane Coordinate System, Texas Central Zone. All coordinates are referenced to Temple City Monument No. 139, which bears N 28°51'24" E, 1240.48 feet from the Point of Commencement.*

Luther E. Frobish      03/01/2024  
Luther E. Frobish  
Registered Professional Land Surveyor  
State of Texas No. 6200

