


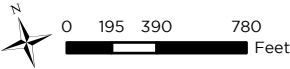


Annexation
Case

LOCATION MAP

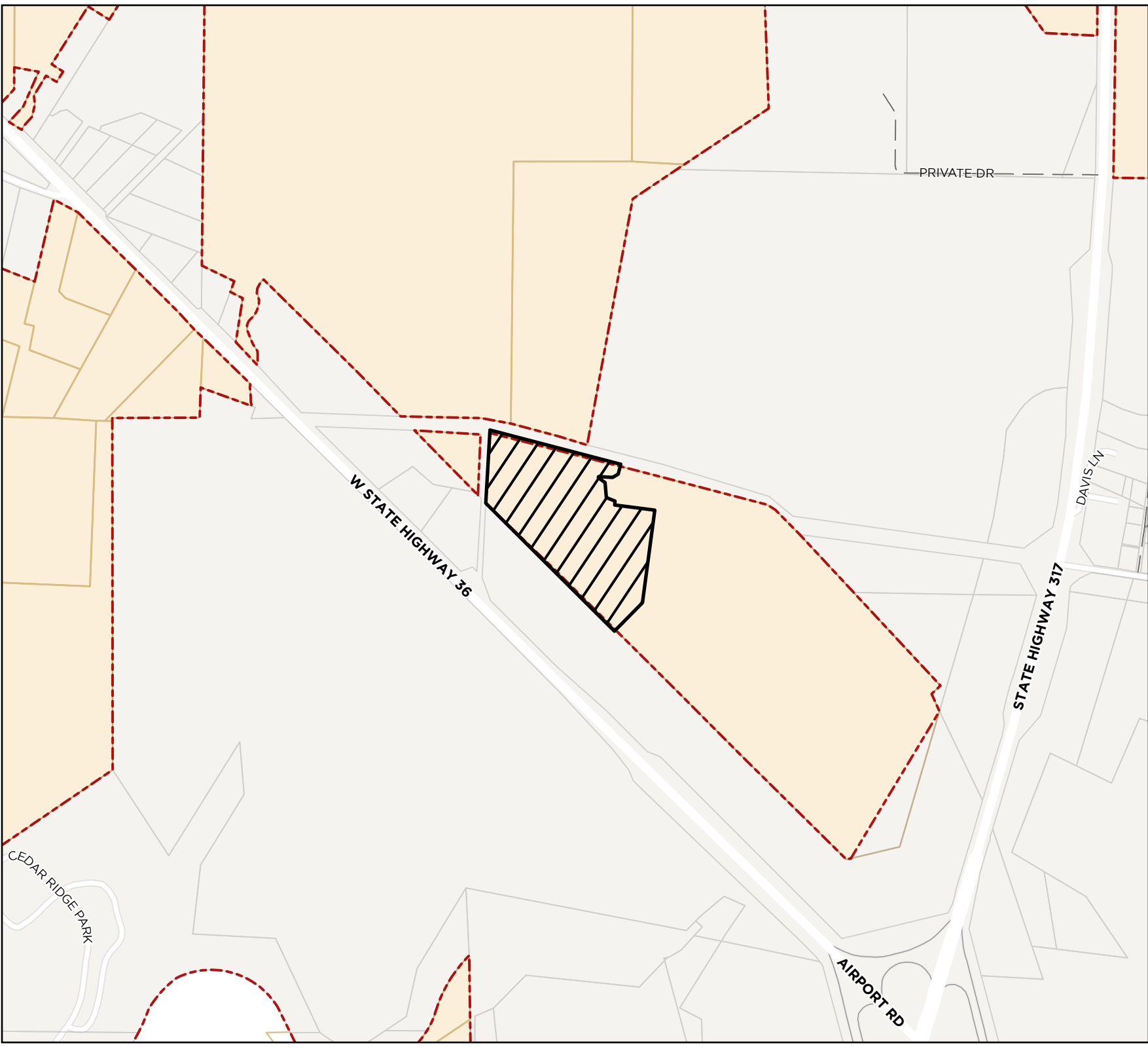
FY-24-6-ANX

-  Case Area
-  Municipal Boundary
-  Extraterritorial Jurisdiction



GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.




Date: 6/28/2024

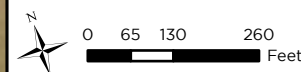


Annexation Case

AERIAL MAP

FY-24-6-ANX

-  Case Area
-  Municipal Boundary
-  Extraterritorial Jurisdiction



GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Date: 6/28/2024



W STATE HIGHWAY 36

VOLUNTARY PETITION FOR ANNEXATION

DATE: June, 17th, 2024

To the City Council of the Temple:

Stallion Development Services, LLC, a Texas limited liability company, is the sole owner the tract of land containing approximately 19.142 acres ("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 W. State Highway 36 that is currently in the Temple city limits. The owner is petitioning the City Council to take the appropriate actions to annex the 19.142 acre tract.

Stallion Development Services, LLC, a Texas limited liability company

Signed: [Signature]

Emzy Jones IV, Registered Agent

Stallion Development Services, LLC, a Texas limited liability company

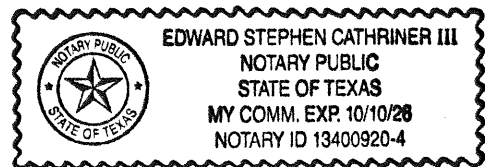
STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me by Emzy Jones IV, registered agent of Stallion Development Services, LLC, a Texas limited liability company.

Given under my hand and seal of office this 17 day of June, 2024.

Edward Stephen Cathriner III
Notary Public State of Texas



MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF TEMPLE, TEXAS AND
STALLION DEVELOPMENT SERVICES, LLC

This Municipal Services Agreement ("Agreement") is entered into on 17 day of September, 2024, by and between the City of Temple, Texas, a home-rule municipality of the State of Texas, ("City") and Stallion Development Services, LLC ("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 19.142 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-24-6-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 The Fire Department will respond and provide the necessary services as the need for them arise based on the current status of the property. However, the owner/developer should understand that any proposal for development or plans for construction could require that the owner provide at their cost a water supply which is adequate for fire protection as required by the currently adopted Edition of the International Fire Code and/or the City’s unified development code applicable at the time of the development or construction.
 - 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.
 - 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

Stallion Development Services, LLC

By: _____

Brynn Myers
City Manager



Emzy Jones IV
Stallion Development Services, LLC

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney's Office

STATE OF TEXAS §
COUNTY OF BELL §

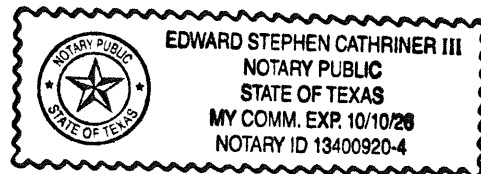
This instrument was acknowledged before me on the ____ day of _____, 20____,
by **Brynn Myers**, as City Manager of the City of Temple, a Texas home rule City.

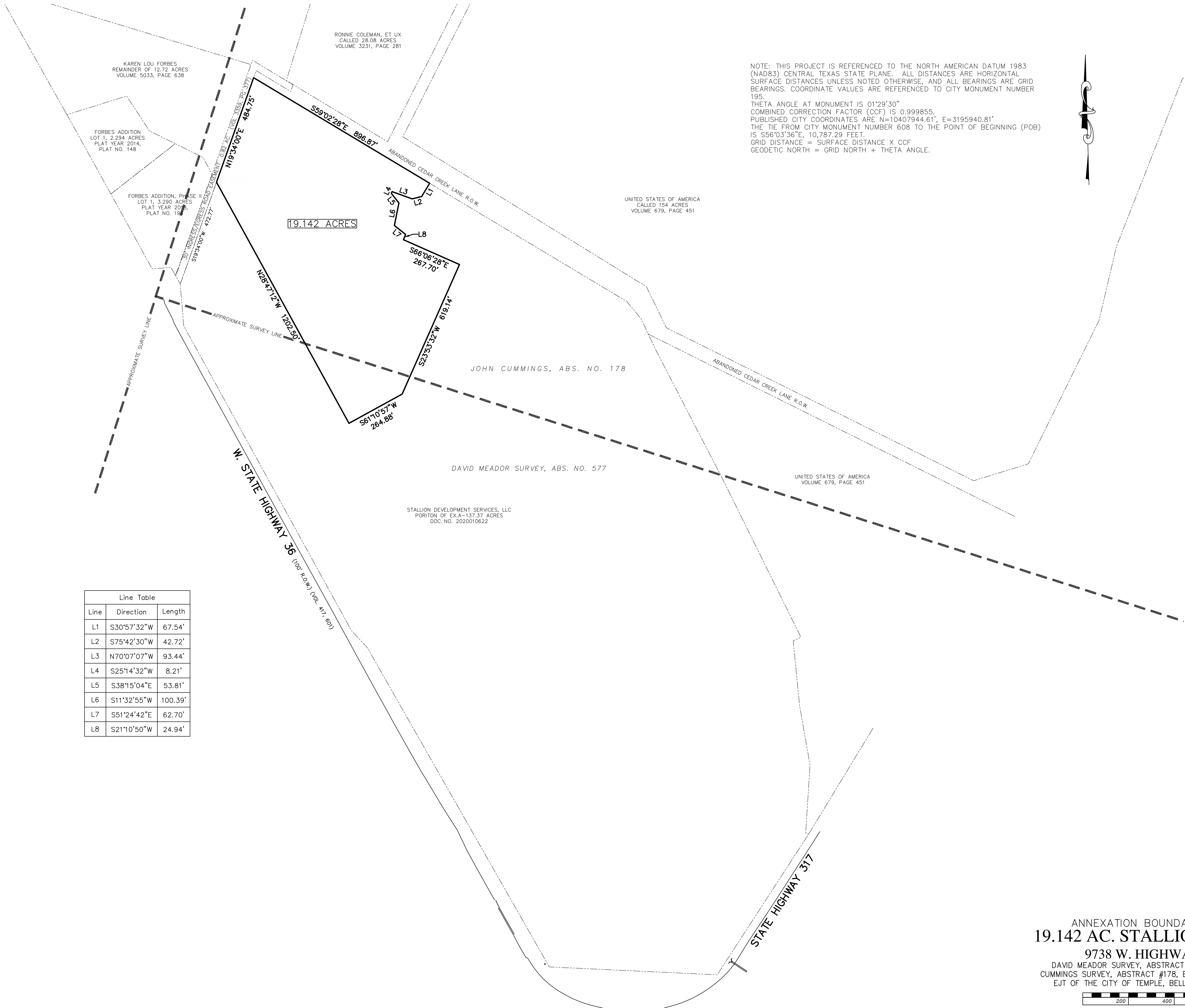
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on 9-17-2024 by Emzy Jones IV.

Edward Stephen Cathriner III
Notary Public, State of Texas





Line Table		
Line	Direction	Length
L1	S30°57'32\"W	67.54'
L2	S75°42'30\"W	42.72'
L3	N70°07'07\"W	93.44'
L4	S25°14'32\"W	8.21'
L5	S38°15'04\"E	53.81'
L6	S11°32'55\"W	100.39'
L7	S51°24'42\"E	62.70'
L8	S21°10'50\"W	24.94'

STATE HIGHWAY 317

ANNEXATION BOUNDARY FOR:
19.142 AC. STALLION TRACT
9738 W. HIGHWAY 36
DAVID MEADOR SURVEY, ABSTRACT #577, AND JOHN CUMMINGS SURVEY, ABSTRACT #178, BELL COUNTY, TEXAS
EJT OF THE CITY OF TEMPLE, BELL COUNTY, TEXAS



REVISIONS
08/01/24-MON. TIE



FIRM # F-13392

BELTON ENGINEERING INC.
106 NO. EAST STREET
BELTON, TEXAS 76513
OFFICE (254)731-5600
MOBILE (254)289-7273
BELTONENGINEERS.COM

*Engineering
Design/Build
Planning*

ANNEXATION BOUNDARY OF:
19.142 AC. STALLION TRACT
9738 W. HIGHWAY 36
CITY OF TEMPLE, BELL COUNTY, TEXAS, 76502



08/01/24

SCALE: 1"=200'
DRAWN.: RR
ELEC. DRAWING FILE
C:\24019-ANNEX.DWG
DATE: 08/01/24
JOB NO.: 24019
01 OF 01

EXHIBIT "A" – 19.142 ACRES

Being a tract of land in Bell County, Texas, lying and situated in the **DAVID MEADOR SURVEY, ABSTRACT No. 577 AND JOHN CUMMINGS SURVEY, ABSTRACT No. 178**, and the land herein described being a portion of that certain 137.37 acre tract of land conveyed to STALLION DEVELOPMENT SERVICES, LLC, a Texas limited liability company, by Warranty Deed recorded in Document No. 2020010622, Official Public Records of Bell County, Texas (OPRBCT), and being more fully described by metes and bounds as follows:

BEGINNING in the west line of said 137.37 acre Stallion tract and in the east line of that certain called 0.82 acre tract of land described in Land Usage Agreement between Velma Boop and Paul and Betty Woods recorded in Volume 3359, Page 377, OPRBCT, same being the abandoned right-of-way line of Cedar Creek Lane, from which the southwest corner of said 137.37 acre Stallion tract, the southeast corner of said 0.82 acre access tract, and the east right-of-way line of W. STATE HIGHWAY 36, a State of Texas dedicated and maintained roadway, bears **SOUTH 19°34'00" WEST, 472.77 feet**;

THENCE, NORTH 19°34'00" EAST, with the common line of said 137.37 acre Stallion tract (west line) and said 0.82 acre access tract and abandoned right-of-way line of Cedar Creek Lane (east line), **484.75 feet** to the northern most corner of said 137.37 acre Stallion tract and at an interior corner of said 0.82 acre access tract and in the abandoned right-of-way line of Cedar Creek Lane;

THENCE, SOUTH 59°02'28" EAST with the common line of said 137.37 acre Stallion tract (north line) and said 0.82 acre access tract and the abandoned right-of-way line of Cedar Creek Lane (south line), **896.87 feet** to a point in the north line of said 137.37 acre Stallion tract and the south line of the abandoned right-of-way line of Cedar Creek Lane (south line);

THENCE, departing the abandoned right-of-way line of Cedar Creek Lane, over and across said 137.37 acre Stallion tract, the following twelve (12) calls:

- 1) **SOUTH 30°57'32" WEST, 67.54 feet** to a calculated point;
- 2) **SOUTH 75°42'30" WEST, 42.72 feet** to a calculated point;
- 3) **NORTH 70°07'07" WEST, 93.44 feet** to a calculated point;
- 4) **SOUTH 25°14'32" WEST, 8.21 feet** to a calculated point;
- 5) **SOUTH 38°15'04" EAST, 53.81 feet** to a calculated point;
- 6) **SOUTH 11°32'55" WEST, 100.39 feet** to a calculated point;
- 7) **SOUTH 51°24'42" EAST, 62.70 feet** to a calculated point;
- 8) **SOUTH 21°10'50" WEST, 24.94 feet** to a calculated point;
- 9) **SOUTH 66°06'28" EAST, 267.70 feet** to a calculated point;

- 10) **SOUTH 23°53'32" WEST, 619.14 feet** to a calculated point;
- 11) **SOUTH 61°10'57" WEST, 264.88 feet** to a calculated point;
- 12) **NORTH 28°47'12" WEST**, over and across said 137.37 acre Stallion tract, a distance of **1202.50 feet** to the **POINT OF BEGINNING** and containing 19.142 acres of land.

19.142 ACRES TRACT

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Selected bearings and distances based on those as reflected in Document No. 2020010622, OPRBCT.



06-18-2024

Lina Chtay
Registered Professional Engineer #107211
FIRM No. 13392
www.lchtay@beltonengineers.com

Date

