

Voluntary Annexation of 95.27+/- acres

DISCLAIMER:

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.



109 West Second Street, Suite 201, Georgetown Texas 78626
Office: 254-953-5353 Fax: 254-953-0032
Cell (202) 213-5807

September 28, 2021

City of Temple,
Attn: Planning Department
2 N Main Street
Temple, TX 76501

Re: Voluntary annexation of 95.27(±) acres, Adjacent to Alta Vista Subdivision

City of Temple Planning:

We are pleased to present this Voluntary Petition for Annexation for your review and consideration. Along with this petition, we are also requesting PD-SF-2 zoning to match the existing Alta Vista Estates subdivision. Please do not hesitate to contact me if there are any questions. Thank you.

Sincerely,

Bruce Whitis
President

VOLUNTARY PETITION FOR ANNEXATION

DATE: 10-19-21

To the City Council of Temple:

WBW Land Investments LP is the sole owner of the tract of land containing approximately 95.27 acres ("the Tract"). The Tract is more particularly described by metes and bounds in Exhibit A to this petition.

The Tract is currently adjacent to Alta Vista that currently sits within the Temple City Limits. The owner is petitioning the City Council to take the appropriate actions to annex the 95.27 - acre tract.

Texas Local Government Code ("LGC") § 43.016 requires a municipality to offer a property owner a development agreement under LGC § 212.172 prior to annexation that would guarantee the continuation of the extraterritorial status of the property and authorize the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the land for agriculture, wildlife management, or timber purposes. These development agreements are sometimes commonly referred to as "non-annexation" agreements. Local Government Code § 43.016 applies to properties appraised for ad valorem tax purposes and land for agricultural use, or wildlife management, or timber uses under the Texas Tax Code.

The City has determined that the Tract meets the requirements in LGC § 43.016; therefore, the City was required to offer a Development Agreement under LGC § 212.172. I reject the Development Agreement and request annexation by the City of Temple.

WBW Land Investments, LP
WBW Land Investments GP, LLC, General Partner

BY: [Signature]
Bruce Whitis, President

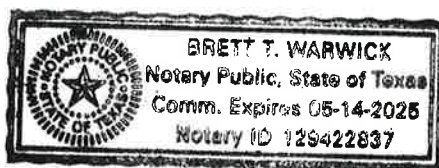
STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me by Bruce Whitis, President of WBW Land Investments GP, LLC, General Partner, a Texas limited liability company, general partner on behalf of WBW Land Investments, LP, a Texas limited partnership.

Given under my hand and seal of office this 19th day of October, 2021

[Signature]



**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF TEMPLE, TEXAS AND
WBW LAND INVESTMENTS, LP**

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2022, by and between the City of Temple, Texas, a home-rule municipality of the State of Texas, ("City") and WBW Land Investments, LP, a Texas limited partnership ("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 95.27 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-22-3-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.
 - 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

By: _____
Brynn Myers, City Manager

WBW LAND INVESTMENTS, LP

By: _____
Bruce Whitis, President & Manager
WBW Land Investments GP, LLC
General Partner

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney's Office

STATE OF TEXAS §
COUNTY OF BELL §

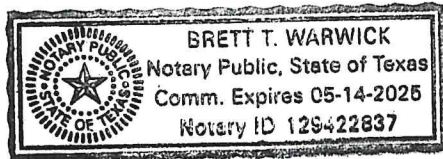
This instrument was acknowledged before me on the ____ day of _____, 20____,
by **Brynn Myers**, as City Manager of the City of Temple, a Texas home rule City.

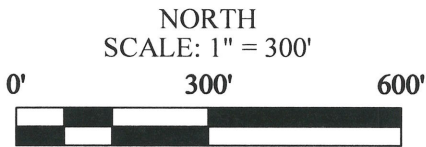
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on 1-6-2022 by **Bruce Whitis**,
President and Manager of WBW Land Investments GP, LLC, a Texas limited liability company
general partner, on behalf of WBW Land Investments, LP, a Texas limited partnership.

Notary Public, State of Texas





Legend

- DRBC Deed Records of Bell County
No. Number
OPRBC Official Public Records of Bell County
POB Point of Beginning
- Point For Corner

Called 85 Acres
H. R. Schwertner
Deed
Volume 504, Page 434 DRBC

S 70°35'19" E 1148.04'

Missouri, Kansas, & Texas Railroad
N 21°45'00" E 3230.90'
(Bearing Basis)

SUBJECT TRACT
95.27 ACRES

Called 95.27 Acres
WBW Land Investments, LLC
Special Warranty Deed
Instrument No. 2017035782 OPRBC

Remainder of
Called 100 Acres
Dora V. Schwertner
Deed
Volume 543, Page 173 DRBC

S 18°57'50" W 3082.44'

N 17°15'47" E
241.59'

POB

N 70°53'30" W 677.28'

S 76°57'30" W 353.82'

S 78°07'57" W 373.33'

F.M. 93
Volume 1179, Page 376 DRBC

OLD BELTON-CAMERON
COUNTY ROAD

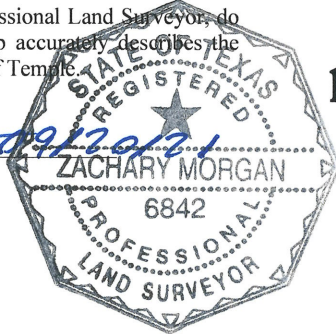
General Notes:

- Bearings shown hereon are based on a call of North 21°45' East along the west line of a called 95.27 acre tract of land recorded under Instrument No. 2017035782 of the Official Public Records of Bell County.
- This Boundary Map was prepared without the benefit of a current Commitment for Title Insurance or Abstractor's Certification and therefore easements or encumbrances may exist which are not shown hereon. No research of the Public Records of Bell County, Texas regarding these easements or encumbrances was performed by Yalgo Engineering.
- A metes & bounds description of this tract is available in the offices of Yalgo Engineering, in Georgetown, Texas.

This document was prepared under 22 Texas Administrative Code §138.95, 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 political subdivision for which it was prepared.

I, Zachary Morgan, a Registered Professional Land Surveyor, do hereby certify that this Boundary Map accurately describes the boundaries of an annex tract for City of Temple.

Dated: 09/20/21
Zachary Morgan
Registered Professional Land Surveyor
No. 6842
ZMorgan@yalgoengineering.com



BOUNDARY MAP
OF A
CITY OF TEMPLE
VOLUNTARY ANNEXATION
OUT OF THE
MAXIMO MORENO
11-LEAGUE GRANT, A-14
BELL COUNTY, TEXAS
SEPTEMBER 2021
Yalgo, LLC

109 W 2nd St., Suite 201, Georgetown, TX 78626
PH (254) 953-5353, FX (254) 953-5057
Texas Registered
Surveying Firm 10194095

STATE OF TEXAS §

COUNTY OF BELL §

A **METES & BOUNDS** description of a certain 95.27 acre tract of land situated in the Maximo Moreno 11-League Grant, Abstract No. 14 in Bell County, Texas, being all of a called 95.27 acre tract of land conveyed by Special Warranty Deed to WBW Land Investments, LLC recorded in Instrument No. 2017035782 of the Official Public Records of Bell County (OPRBC); said 95.27 acre tract being more particularly described as follows with all bearings being based on a call of North 21°45' East along the west line of a called 95.27 acre tract of land recorded under Instrument No. 2017035782 of the Official Public Records of Bell County;

BEGINNING at a point for corner being the southwest corner of said 95.27 acre tract, being in the north line of the Old Belton-Cameron County Road and the east right-of-way line of the Missouri, Kansas, and Texas Railroad;

THENCE, North 17°15'47" East, along the west line of said 95.27 acre tract, being common with the east line of said Railroad, 241.59 feet to a point for corner being an angle point in said common line;

THENCE, North 21°45'00" East (Bearing Basis), continuing along said common line, 3230.90 feet to a point for corner being the northwest corner of said 95.27 acre tract, being common with the southwest corner of a called 85 acre tract of land conveyed by Deed to H. R. Schwertner recorded in Volume 504, Page 434 of the Deed Records of Bell County (DRBC);

THENCE, South 70°35'19" East, along the north line of said 95.27 acre tract being common with the south line of said 85 acre tract, 1148.04 feet to a point for corner being the northeast corner of said 95.27 acre tract, being common with the northwest corner of the remainder of a called 100 acre tract of land conveyed by Deed to Dora V. Schwertner recorded in Volume 543, Page 173 DRBC;

THENCE, South 18°57'50" West, along the east line of said 95.27 acre tract being common with the west line of said 100 acre tract, 3082.44 feet to a point for corner being the southeast corner of said 95.27 acre tract, and being in the northwest right-of-way line of F.M. 93 as described in Volume 1179, Page 376 DRBC;

THENCE, South 78°07'57" West, along a southerly line of said 95.27 acre tract being common with the northwest right-of-way line of said F.M. 93, 373.33 feet to a point for corner being an angle point in said common line;

THENCE, South 76°57'30" West, continuing along said common line 353.82 feet to a point for corner being the most southerly corner of said 95.27 acre tract at the north intersection corner of said F.M. 93 and Old Belton-Cameron County Road;

THENCE, North 70°53'30" West, continuing along the southerly line of said 95.27 acre tract being common with the north line of said Old Belton-Cameron County Road, 677.28 feet to the **POINT OF BEGINNING**, **CONTAINING** 95.27 acres of land in Bell County, Texas, as shown on Drawing No. 2021-7 in the office of Yalgo, LLC in Georgetown, Texas.

This document was prepared under 22 Texas Administrative Code §138.95, 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 political subdivision for which it was prepared.

I, Zachary Morgan, a Registered Professional Land Surveyor, do hereby certify that this metes & bounds accurately describes the boundaries of an annex tract for City of Temple.

Yalgo, LLC
109 W 2nd St., Suite 201
Georgetown, Texas 78626
Texas Board of Professional Engineers & Land Surveyors
Registration No. 10194095




Acting By/Through Zachary Morgan
Registered Professional Land Surveyor
No. 6842
ZMorgan@yalgoengineering.com