



CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, October 24, 2023 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS (Limited to three minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to three (3) minutes. The Texas Open Meetings Act provides the following:

A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

CONSENT AGENDA

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Approve City Council Minutes - Regular City Council Meeting October 10, 2023.
2. Discussion/ Action: to designate the official newspaper of the City of Willow Park for the fiscal year 2023-2024.

REGULAR AGENDA ITEMS

3. Discussion/Action: to repeal the existing Municipal Court ordinance contained in Chapter 7 "Municipal Court" of the City's Code of Ordinances and restate, amend and adopt a new Chapter 7 "Municipal Court" ordinance.

4. Discussion/Action: to repeal the existing Alcohol Sales ordinance contained in Chapter 4 "Alcohol Sales" of the City's Code of Ordinances and restate, amend and adopt a new Chapter 4 "Alcoholic Beverages" ordinance.
5. Discussion/Action: to adopt an ordinance adopting Municipal Services Fee schedule.
6. Discussion/Action: to consider a Developer's Agreement with 9901 Bankhead Park, LLC, for the annexation and development of Lots 5-7, Block 1, Broadway Business Park II, located in the City of Willow Park's Extraterritorial Jurisdiction.
7. Discussion/Action: to consider a Developer's Agreement with RBRS Ventures, LLC, for the annexation and development of Lots 1-4, Block 1, Broadway Business Park, located in the City of Willow Park's Extraterritorial Jurisdiction.
8. Discussion/Action: to approve a Final Plat for Country Hollow residential subdivision, 102 Lots, being 19.167 acres, John H. Phelps Survey Tract, Abstract No. 1046, in the City of Willow Park, Parker County, Texas.
9. Discussion Only: to receive a report on the Capital Improvement Advisory Committee meeting.
10. Discussion/Action: to approve an agreement with North Texas Inspection Service, L.L.C. to provide commercial and residential inspections.

INFORMATIONAL

Mayor and City Council Comments

City Manager Comments

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

11. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.

RECONVENE *into Open Session and consider action, if any, on the item discussed in Executive Session.*

ADJOURNMENT

As authorized by Section 551.127, of the Texas Government Code, one or more Council Members or employees may attend this meeting remotely using video conferencing technology.

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the

general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: October 20, 2023, at 4:30 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Crystal R. Dozier, TRMC, CMC
City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at cdozier@willowpark.org. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at www.willowpark.org



CITY COUNCIL REGULAR MEETING MINUTES

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, October 10, 2023 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

Mayor Moss called the meeting to order at 6:00 pm.

PRESENT

Mayor Doyle Moss
Councilmember Chawn Gilliland
Councilmember Greg Runnebaum
Councilmember Lea Young
Councilmember Nathan Crummel

ABSENT

Councilmember Eric Contreras

STAFF PRESENT

Assistant City Manager Bill Funderburk
City Attorney Pat Chesser
City Secretary Crystal Dozier

PLEDGE OF ALLEGIANCE AND INVOCATION

Jon Sherman with Trinity Bible Church gave the invocation followed by the pledge of allegiance.

PUBLIC COMMENTS (Limited to three minutes per person)

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- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

There were no public comments.

PROCLAMATION

1. Mayor Moss presented World Teacher's Day Proclamation and Domestic Violence Month.

CONSENT AGENDA

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

2. Approve City Council Minutes - Regular City Council Meeting September 12, 2023.

To approve City Council Minutes - Regular City Council Meeting September 12, 2023.

Motion made by Councilmember Runnebaum, Seconded by Councilmember Young.

Voting Yea: Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

REGULAR AGENDA ITEMS

3. Discussion/Action: to repeal the existing utilities ordinance contained in Chapter 13 "Utilities" of the City's Code of Ordinances and restate, amend and adopt a new Chapter 13 "Utilities" ordinance.

To adopt an ordinance reorganizing renumbering, restating and amending Chapter 13,

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

Voting Yea: Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

4. Discussion/Consider: to approve a Resolution amending the Advance Funding Agreement between Texas Department of Transportation and the City of Willow Park for the King's Gate Bridge.

To approve a Resolution amending the Advance Funding Agreement between Texas Department of Transportation and the City of Willow Park for the King's Gate Bridge.

Motion made by Councilmember Young, Seconded by Councilmember Gilliland.

Voting Yea: Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

5. Discussion/Action: to approve and adoption of City of Willow Park's Parks & Trails Master Plan Addendum.

To approve and adoption of City of Willow Park's Parks & Trails Master Plan Addendum.

**Motion made by Councilmember Young, Seconded by Councilmember Gilliland.
Voting Yea: Councilmember Gilliland, Councilmember Runnebaum,
Councilmember Young, Councilmember Crummel**

6. Discussion/Action: to award a bid for the City's Bank Depository Services.

To accept a contract with First Financial Bank for the City' Bank Depository Services.

**Motion made by Councilmember Young, Seconded by Councilmember Crummel.
Voting Yea: Councilmember Gilliland, Councilmember Runnebaum,
Councilmember Young, Councilmember Crummel**

7. Discussion/Action: to approve the 2023-2024 City Holiday Schedule.

To approve the 2023-2024 City Holiday Schedule.

Motion made by Councilmember Runnebaum, Seconded by Councilmember Crummel.

**Voting Yea: Councilmember Gilliland, Councilmember Runnebaum,
Councilmember Young, Councilmember Crummel**

8. Discussion/Action: to approve an amendment to the School Resource Officer agreement between the City of Willow Park and Trinity Christian Academy.

To approve an amendment to the School Resource Officer agreement between the City of Willow Park and Trinity Christian Academy.

Motion made by Councilmember Crummel, Seconded by Councilmember Gilliland.

**Voting Yea: Councilmember Gilliland, Councilmember Runnebaum,
Councilmember Young, Councilmember Crummel**

9. Discussion/Action: to remove a sewer lien placed against the property located at Block 56, Lot 1 of the El Chico Addition, more commonly known as 116 Ranch House Road.

To remove a sewer lien placed against the property located at Block 56, Lot 1 of the El Chico Addition, more commonly known as 116 Ranch House Road.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

**Voting Yea: Councilmember Gilliland, Councilmember Runnebaum,
Councilmember Young, Councilmember Crummel**

10. Discussion/Action: ordinance amending Ordinance 859-22 "Development Services Fee Schedule".

To adopt an Ordinance of The City Council of The City of Willow Park, Texas, Amending Development Services Fee Schedule, Including Fees For Building Permits and Inspections, Miscellaneous Permits, Other Inspections or Plan Reviews, and Irrigation Permits; Onsite Sewage Facility Permits and Repair Permits; Oil and Gas Well Permits; Demolition Permits; Sign Permits; Health Permits; Fire Permits and Services, Including Fire Alarm Code Review, Fire Sprinkler Code Plan Review, and Additional Fire Code Review and Inspections; Special Event Permits; Code Enforcement; and Administrative Services; Amending Various City Ordinances; Providing a Repealer Clause, Providing a Severability Clause; and Providing an Effective Date.

Motion made by Councilmember Young, Seconded by Councilmember Runnebaum.

Voting Yea: Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

INFORMATIONAL

Mayor and City Council Comments

Councilman Runnebaum announced Crown Road was complete and open. Sam Bass will begin construction in 2-3 weeks once King's Gate is complete.

Mayor Moss thanked City Council and Staff for doing a great job.

City Manager Comments

There were no City Manager Comments

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

11. Section 551.071 - Consultation with Attorney; Halff & Associates Litigation.

City Council did not convene into Executive Session.

ADJOURNMENT

Motion made by Councilmember Gilliland, Seconded by Councilmember Runnebaum. Voting Yea: Councilmember Gilliland, Councilmember Runnebaum, Councilmember Young, Councilmember Crummel

Mayor Moss adjourned the meeting at 6:35 pm.

These minutes were approved on the 24th of October, 2023.

Mayor Doyle Moss

Crystal R. Dozier, TRMC
City Secretary

DRAFT



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|-----------------------------|--|
| Council Date: October 24, 2023 | Department: Admin | Presented By: City Secretary |
|--|-----------------------------|--|

AGENDA ITEM:

Discussion/Action: To consider and act on designating the official newspaper of the City of Willow Park for the fiscal year 2023 – 2024.

BACKGROUND:

Staff recommends retaining *The Community News* as the official Newspaper of Record for the City of Willow Park.

Suggested Motion: I move to retain *The Community News* as the official Newspaper of Record for the City of Willow Park.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

| | | |
|-------------------------|--------------------------|----|
| ADDITIONAL INFO: | FINANCIAL INFO: | |
| | Cost | \$ |
| | Source of Funding | \$ |
| | | |
| | | |



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

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|--|---------------------------------------|--|
| Council Date: October 24, 2023 | Department: Municipal Court | Presented By: City Secretary |
|--|---------------------------------------|--|

AGENDA ITEM:

Discussion/Action: to repeal the existing Municipal Court ordinance contained in Chapter 7 "Municipal Court" of the City's Code of Ordinances and restate, amend and adopt a new Chapter 7 "Municipal Court" ordinance.

BACKGROUND:

Chapter 7 Municipal Court of the City’s Code of Ordinances had not been updated since the mid 90’s and early 2000’s. There were several items that needed to be updated which included Municipal Court hours of operation, Technology Fund, Building Security Fund, and additional fees. A new Municipal Court fee schedule will be added to the Municipal Services Fee Schedule Ordinance.

STAFF/BOARD/COMMISSION RECOMMENDATION:

I move to adopt AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS RE-PEALING AND RESCINDING THE ORDINANCE REGULATING MUNICIPAL COURT AS CONTAINED IN CHAPTER 7, MUNICIPAL COURT; AND AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES CHAPTER 7, MUNICIPAL COURT, BY ADOPTING A NEW CHAPTER 7, MUNICIPAL COURT; PROVIDING FOR GENERAL PROVISIONS INCLUDING: PROVIDING FOR CREATION, JURISDICTION OF MUNICIPAL COURT; PROVIDING FOR A MUNICIPAL COURT JUDGE; PROVIDING FOR A COURT CLERK; PROVIDING FOR SESSIONS; PROVIDING FOR HOURS FOR RECEIVING FINES AND OTHER SERVICES BY THE CLERK; PROVIDING FOR A CITY JAIL; PROVIDING FOR FINES, COSTS AND SPECIAL EXPENSES, INCLUDING: PROVIDING FOR A TECHNOLOGY FUND; PROVIDING FOR A BUILDING SECURITY FUND; PROVIDING FOR A COLLECTION FEE; PROVIDING FOR A WARRANT FEE; PROVIDING FOR A DRIVING SAFETY COURSE FEE; PROVIDING FOR PAYMENT BY CREDIT CARD; PROVIDING A CUMULATIVE RE-PEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

EXHIBITS:

Ordinance

| | | |
|-------------------------|--------------------------|----|
| ADDITIONAL INFO: | FINANCIAL INFO: | |
| | Cost | \$ |
| | Source of Funding | \$ |
| | | |
| | | |

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS REPEALING AND RESCINDING THE ORDINANCE REGULATING MUNICIPAL COURT AS CONTAINED IN CHAPTER 7, MUNICIPAL COURT; AND AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES CHAPTER 7, MUNICIPAL COURT, BY ADOPTING A NEW CHAPTER 7, MUNICIPAL COURT; PROVIDING FOR GENERAL PROVISIONS INCLUDING: PROVIDING FOR CREATION, JURISDICTION OF MUNICIPAL COURT; PROVIDING FOR A MUNICIPAL COURT JUDGE; PROVIDING FOR A COURT CLERK; PROVIDING FOR SESSIONS; PROVIDING FOR HOURS FOR RECEIVING FINES AND OTHER SERVICES BY THE CLERK; PROVIDING FOR A CITY JAIL; PROVIDING FOR FINES, COSTS AND SPECIAL EXPENSES, INCLUDING: PROVIDING FOR A TECHNOLOGY FUND; PROVIDING FOR A BUILDING SECURITY FUND; PROVIDING FOR A COLLECTION FEE; PROVIDING FOR A WARRANT FEE; PROVIDING FOR A DRIVING SAFETY COURSE FEE; PROVIDING FOR PAYMENT BY CREDIT CARD; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park (“City”), located in Parker County, Texas, is a Type A, general law municipality authorized under Texas state law to legislate in the best interests of its residents; and

WHEREAS, Section 51.001 of the Texas Local Government Code provides, in part, that the City “may adopt . . . an ordinance, rule or police regulation that is for the good government, peace, or order of the municipality . . . and is necessary or proper for carrying out a power granted by law to the municipality”; and

WHEREAS, Section 51.012 of the Texas Local Government Code provides, in part, that a municipality may adopt an ordinance “that is necessary for the government, interest, welfare, or good order of the municipality as a body politic”; and

WHEREAS, the City Council finds that the City’s current ordinances as contained in Chapter 7 of its Code of Ordinances regulating Municipal Court needs to be amended as provided herein in furtherance of the government, interest, welfare or good order of the municipality as a body politic; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, THAT:

SECTION 1. All of the above premises are found to be true and correct legislative determinations of the City Council and they are hereby incorporated into the body of this ordinance as if copied and set forth herein in their entirety.

SECTION 2. Repeal; Amendment. The Code of Ordinances of the City of Willow Park, Texas, Chapter 7, Municipal Court, is hereby repealed and rescinded in its entirety and a new Chapter 7, Municipal Court, is adopted to read in its entirety from the date of passage as follows:

“Chapter 7
Municipal Court

ARTICLE 7.01
GENERAL PROVISIONS

§ 7.01.001 Creation; jurisdiction.

There is hereby created and constituted a municipal court for the city, with full jurisdiction as provided for in V.T.C.A., Government Code, ch. 29. The municipal court for the city shall meet and hold regular sessions to hear and determine all cases arising before it, such sessions to be held and called by the municipal judge.

§ 7.01.002 Judge.

(a) The municipal court shall be presided over by the municipal court judge appointed by the city council for a term of office of two years. A municipal court judge who is not reappointed by the 91st day following the expiration of a term of office shall, absent action by the city council, continue to serve for another term of office beginning on the date the previous term of office expired. The municipal court judge shall be compensated from the city general fund in an amount set by the city council in their discretion. The municipal court judge shall be the presiding magistrate of the municipal court and shall have all of the powers and authority given to him by the laws of this state.

(b) If a municipal court judge is temporarily unable to act, the city council may appoint one or more persons meeting the qualifications for the position to sit for the regular municipal judge. The appointee has all powers and duties of the office and is entitled to compensation as set by the city council.

§ 7.01.003 Court clerk.

(a) The City Manager shall hire or appoint the clerk of the municipal clerk. The clerk and other court personnel shall perform their duties under the direction of the municipal court judge, but the city manager or their designee shall hire, direct, supervise and remove all personnel authorized in the annual budget for the clerk’s office, including the clerk, as they deem appropriate.

(b) The position of municipal court clerk is created.

§ 7.01.004 Sessions.

The municipal court of the city shall meet and hold sessions as necessary to efficiently handle the

court's docket, or at other times deemed appropriate by the municipal court judge, in offices or space provided by the city.

§ 7.01.005 Hours for receiving fines and other services by clerk.

The clerk shall be available to receive fines for violations of city ordinances and the laws of the state and to perform other duties incident to the operation of a municipal court during normal business hours for city hall, excluding holidays approved by the city council.

§ 7.01.006 City jail.

The county jail is hereby designated as the official city jail.

ARTICLE 7.02
FINES, COSTS AND SPECIAL EXPENSES

§ 7.02.001 Technology fund.

- (a) Imposed. There is hereby imposed, as a cost of court, a technology fee of \$4.00 per conviction in the municipal court.
- (b) Interpretation of conviction. For the purposes of this section, a person is considered convicted if:
 - (1) A fine is imposed on the person;
 - (2) The person receives community supervision, including deferred adjudication; or
 - (3) The court defers final disposition of the person's case.
- (c) Use of funds. A fund designated by this section may be used only to finance the purchase of or to maintain technological enhancements for a municipal court, including:
 - (1) Computer systems;
 - (2) Computer networks;
 - (3) Computer hardware;
 - (4) Computer software;
 - (5) Imaging systems;
 - (6) Electronic kiosks;
 - (7) Electronic ticket writers; and
 - (8) Docket management systems.
- (d) Administration. The municipal court technology fund shall be administered by or under the direction of the city council.

§ 7.02.002 **Building security fund.**

- (a) Pursuant to powers granted by art. 102.017 of the Texas Code of Criminal Procedure, a municipal court building security fund is hereby established for the city.
- (b) Source of funds; payment of fee. The building security fund shall be funded by a \$3.00 charge on each person convicted of a misdemeanor offense in the municipal court of the city. The \$3.00 fee shall be taxed as costs of court on each conviction of a misdemeanor offense. Conviction shall include payment of a fine, imposition of community service, imposition of probation, suspension or deferred disposition.
- (c) Collection. The clerk of the court or as otherwise designated by the city manager will collect the costs and pay them to the office of the city director of finance for deposit in a fund to be known as the municipal court building security fund.
- (d) Use of funds. The building security fund designated by this section may be used only to finance items when used for the purpose of providing security services for buildings housing a district, county, justice, or municipal court, as appropriate, including:
 - (1) The purchase or repair of X-ray machines and conveying systems;
 - (2) Handheld metal detectors;
 - (3) Walkthrough metal detectors;
 - (4) Identification cards and systems;
 - (5) Electronic locking and surveillance equipment;
 - (6) Bailiffs, deputy sheriffs, deputy constables, or contract security personnel during times when they are providing appropriate security services;
 - (7) Signage;
 - (8) Confiscated weapon inventory and tracking systems;
 - (9) Locks, chains, alarms, or similar security devices;
 - (10) The purchase or repair of bulletproof glass; and
 - (11) Continuing education on security issues for court personnel and security personnel.

§ 7.02.003 **Collection fee.**

In accordance with section 103.0031 of the Texas Code of Criminal Procedure, there is hereby imposed an additional fee of thirty percent (30%) on all debts and accounts receivable, i.e.: fines, fees, court costs, restitution, and other debts that are more than sixty (60) days past due and have been referred to a private firm for collection.

§ 7.02.004 **Warrant fee.**

A fee or special expense not to exceed \$25.00 may be assessed and collected for the issuance and service of a warrant of arrest for an offense of failure to appear under Tex. Penal Code Section 38.10 or under Texas Transportation Code Section 543.009, or under Tex. Code of Criminal Procedure article 17.04, relative to a personal bond to appear.

§ 7.02.005 **Driving safety course fee.**

The municipal court may require the person requesting a driving safety course to pay a fee set by the court at an amount that does not exceed \$10.00 including any special fees authorized by statute or municipal ordinance to cover the cost of administering this section. Fees collected under this subsection by the municipal court shall be deposited in the municipal treasury.

§ 7.02.006 **Payment by credit card.**

Municipal officials who collect fees, fines, court costs, or other charges are authorized to accept payment by credit card.”

Section Three. Cumulative Repealer. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance, are hereby repealed, and are no longer of any force and effect.

Section Four. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this ordinance are severable, and if any section, paragraph, sentence, clause, phrase or word(s) of this ordinance shall be declared unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect any of the remaining section, paragraphs, sentences, clauses, phrases and words or this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid portion of the ordinance.

Section Five. Effective Date. This Ordinance shall take effect immediately upon its adoption and enactment by the City Council.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Willow Park, Texas, on this the ____ day of _____, 2023.

Doyle Moss, Mayor

ATTEST:

Crystal Dozier, City Secretary

APPROVED AS TO FORM:

William P. Chesser, City Attorney

The Willow Park City Council is acting on Ordinance No. _____, did on the ____ day of October vote as follows:

| | FOR | AGAINST | ABSTAIN |
|--------------------------|-------|---------|---------|
| Doyle Moss | _____ | _____ | _____ |
| Eric Contreras, Place 1 | _____ | _____ | _____ |
| Chawn Gilliland, Place 2 | _____ | _____ | _____ |
| Greg Runnebaum, Place 3 | _____ | _____ | _____ |
| Lea Young, Place 4 | _____ | _____ | _____ |
| Nathan Crummel, Place 5 | _____ | _____ | _____ |



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|-----------------------------------|--|
| Council Date: October 24, 2023 | Department: Legislative | Presented By: City Secretary |
|--|-----------------------------------|--|

AGENDA ITEM:

Discussion/Action: to repeal the existing Alcohol Sales ordinance contained in Chapter 4 "Alcohol Sales" of the City's Code of Ordinances and restate, amend and adopt a new Chapter 4 "Alcohol Sales" ordinance.

BACKGROUND:

Alcohol Sales Article 4.11 under Chapter 4 Business Regulations has not been updated since 2015. The current ordinance only addresses Late Hour Sales. The amended ordinance will include the state regulations for Alcohol Sales. This ordinance will bring this section of Chapter 4 up to date on current code.

STAFF/BOARD/COMMISSION RECOMMENDATION:

I move to adopt AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS REPEALING AND RESCINDING THE EXISTING ARTICLE 4.11, ALCOHOL SALES, OF THE CITY OF WILLOW PARK CODE OF ORDINANCES; AND AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES ARTICLE 4.11, ALCOHOL SALES, BY ADOPTING A NEW ARTICLE 4.11, ALCOHOLIC BEVERAGES; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR ZONING COMPLIANCE; PROVIDING FOR REGULATIONS PROHIBITING SALE OF ALCOHOLIC BEVERAGES NEAR A CHURCH, PUBLIC OR PRIVATE SCHOOL, PUBLIC HOSPITAL, DAY CARE CENTERS AND CHILD CARE FACILITIES; PROVIDING FOR HOURS OF SALE, INCLUDING LATE HOURS FOR MIXED BEVERAGES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

EXHIBITS:

Ordinance

| | | |
|-------------------------|--------------------------|----|
| ADDITIONAL INFO: | FINANCIAL INFO: | |
| | Cost | \$ |
| | Source of Funding | \$ |
| | | |
| | | |

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS REPEALING AND RESCINDING THE EXISTING ARTICLE 4.11, ALCOHOL SALES, OF THE CITY OF WILLOW PARK CODE OF ORDINANCES; AND AMENDING THE CITY OF WILLOW PARK CODE OF ORDINANCES ARTICLE 4.11, ALCOHOL SALES, BY ADOPTING A NEW ARTICLE 4.11, ALCOHOLIC BEVERAGES; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR ZONING COMPLIANCE; PROVIDING FOR REGULATIONS PROHIBITING SALE OF ALCOHOLIC BEVERAGES NEAR A CHURCH, PUBLIC OR PRIVATE SCHOOL, PUBLIC HOSPITAL, DAY CARE CENTERS AND CHILD CARE FACILITIES; PROVIDING FOR HOURS OF SALE, INCLUDING LATE HOURS FOR MIXED BEVERAGES; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas (“City”) is a general law municipality located in Parker County, Texas created in accordance with the laws of the State of Texas; and

WHEREAS, it is the intent of the City to protect the health, safety, and welfare of its citizens; and

WHEREAS, the City Council of the of the City has determined that it is in the best interest of the City and its citizens to adopt a new ordinance regulating the sale of alcoholic beverages in the City as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

I. Enactment. Article 4.11, Alcohol Sales, is hereby repealed and rescinded in its entirety, and a new Article 4.11, Alcoholic Beverages, is hereby adopted to read as follows:

**“ARTICLE 4.11
ALCOHOLIC BEVERAGES**

Sec. 4.11.001. Authority.

This chapter is adopted in compliance with the applicable provisions of the Texas Alcoholic Beverage Code. The provisions of the Texas Alcoholic Beverage Code shall govern the administration and enforcement of this chapter.

Sec. 4.11.002. Definitions.

For purposes of this chapter, words, terms and phrases shall have the meanings assigned to same by the Texas Alcoholic Beverage Code as it exists on the date of the adoption of this ordinance and as it may be amended from time to time.

Sec. 4.11.003. Zoning compliance required.

No application to the Texas Alcoholic Beverage Commission shall be certified by the city secretary unless, at the location at which the business is sought to be established and maintained, the applicant's requested use is a "permitted use" under the then applicable provisions of the comprehensive zoning ordinance of the city.

Sec. 4.11.004. Regulations prohibiting sale of alcoholic beverages near a church, public or private school, public hospitals, day care centers and child care facilities.

- (a) It shall be unlawful for any person or entity who is engaged in the business of selling alcoholic beverages to sell the same at a place of business that is within:
- (1) Three hundred feet of a church, public or private school, or public hospital; or
 - (2) One thousand feet of a private school if the city council receives a request from the governing body of the private school, and deems it appropriate given all circumstances; or
 - (3) One thousand feet of a public school if the city council receives a request from the board of trustees of a school district under Section 38.007, Education Code.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.
- (c) The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
- (1) In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - (2) If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
- (d) Every applicant for an original alcoholic beverage license or permit for a location with a door by which the public may enter the place of business of the applicant that is within 1,000 feet of the nearest property line of a public or private school, measured along street lines and directly across intersections, must give written notice of the application to officials of the public or private school before filing the application with the city and the Texas Alcoholic Beverage Commission. A copy of the notice must be submitted to the city and the Texas Alcoholic Beverage Commission with the application. This subsection does not apply to a

permit or license covering a location where minors are prohibited from entering the premises under V.T.C.A. Alcohol Beverage Code § 109.53.

(e) Exceptions to applicability:

(1) Subsection (a)(2) and (3) do not apply to the holder of: (i) a retail on-premises consumption permit or license if less than 50 percent of the gross receipts for the premises is from the sale or service of alcoholic beverages; or (ii) a retail off-premises consumption permit or license if less than 50 percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages; or (iii) a wholesaler's, distributor's, brewer's, distiller's and rectifiers, or winery permit or license, or any other license or permit held by the wholesaler or manufacturer as those words are ordinarily used and understood in Chapter 102 of the Alcohol Beverage Code.

(2) Subsection (a)(2) and (3) do not apply to a performing arts facility leased to a performing arts facility leased to a nonprofit organization under a policy adopted under Section 11.179, Education Code.

(3) Subsection (a)(1) does not apply to the holder of a license or permit covering a premises that is located within 300 feet of a private school if the permit holder also holds a food and beverage certificate for the covered premises or if the permit covers a premises where minors are prohibited from entering under V.T.C.A. Alcohol Beverage Code § 109.53.

(4) Subsection (a)(2) does not apply to the holder of: (i) a permit issued under Chapter 30 of the Alcohol Beverage Code who is operating on the premises of a private school; or (ii) a license or permit covering a premise where minors are prohibited from entering under Section 109.53 of the Alcohol Beverage Code and that is located within 1,000 feet of a private school.

(f) In this section, "private school" means a private school, including a parochial school, that offers a course of instruction for students in one or more grades from kindergarten through grade 12 and has more than 100 students enrolled and attending courses at a single location.

(g) The city council may allow a variance to this section if it determines that the enforcement of the regulations in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land and resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council determines, after consideration of the health, safety and welfare of the public and the equities of the situation, that the variance is in the best interest of the community.

(h) To the extent applicable under V.T.C.A. Alcohol Beverage Code § 109.331, the provisions of subsection (a)(1) relating to a public school also apply to a day-care center and child-care facility as those terms are defined in V.T.C.A. Human Resources Code § 42.002.

(i) As authorized by V.T.C.A. Alcohol Beverage Code § 109.36, the city council may allow a variance to this section if it determines that the enforcement of the regulations in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land and resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council determines, after consideration of the health, safety and welfare of the public and the equities of the situation, that the variance is in the best interest of the community.

- (1) No variance may be granted hereunder except after a public hearing for which notice has been given to owners of real property within 300 feet of the location of the place of business seeking a variance.
- (2) Such notice must be provided, not less than ten days before the date set for hearing, to all such owners who have rendered said property for city taxes, as the ownership appears on the last approved city tax roll.

Sec. 4.11.005. Hours of sale.

- (a) *Hours.* The hours permitted for the sale of alcoholic beverages shall be governed by V.T.C.A. Chapter 105, as now written or hereafter amended.
- (b) *Extended hours.* Pursuant to the authority granted by the Texas Alcoholic Beverage Code, Chapter 105, as amended, the city authorizes the offer to sell and the sale of mixed beverages between 12:00 midnight and 2:00 a.m. on any day by a holder of a mixed beverage extended hours license issued by the state under V.T.C.A., Alcoholic Beverage Code Chapter 29. “

II. Penalty Clause.

- (a) Any person who violates or fails to comply with this ordinance, and any person who is the alcoholic beverage permit or license holder or otherwise operates any alcoholic beverage establishment that does not comply with the requirements of this ordinance, and any responsible officer of that alcoholic beverage permit or license holder, shall be guilty of a misdemeanor, and upon conviction shall be fined not more than \$500.00. Each day any violation or noncompliance continues constitutes a separate offense.
- (b) A violation of any term or provision of this ordinance may be enjoined by civil injunctive relief. The City may, at its sole discretion, seek injunctive and other equitable relief to restrain any violation of this ordinance and may, in addition, pursue any lawful remedies to correct, abate, or punish any violation hereof.
- (c) The penalties and remedies provided for in this ordinance are not exclusive of each other or of any other remedy at law or in equity, and all such remedies are declared to be cumulative.

III. Severability Clause. It is hereby declared to be the intention of the City Council of the City of Willow Park that any phrase, sentence, section, or paragraph of this ordinance shall be declared unconstitutional or otherwise invalid by final judgment of a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remainder of this ordinance since the same would have been enacted by the City Council without the incorporation of the unconstitutional or invalid phrase, sentence, section or paragraph.

IV. Cumulative Repealer Clause. All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

V. Publication and Effective Date. The City Secretary is hereby authorized and directed to publish the caption of this Ordinance in the manner and for the length of time prescribed by law and this ordinance shall become effective after publication of same as provided by State law.

PASSED, APPROVED AND ADOPTED on this _____ day of October, 2023.

Doyle Moss, Mayor

ATTEST:

Crystal Dozier, City Secretary

The Willow Park City Council is acting on Ordinance No. _____-23 , did on the _____ day of October, 2023 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 COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|-----------------------------|--|
| Council Date: October 24, 2023 | Department: Admin | Presented By: City Secretary |
|--|-----------------------------|--|

AGENDA ITEM:

Discussion/Action: to adopt an ordinance adopting Municipal Services Fee schedule.

BACKGROUND:

The City’s Municipal Services Fee Schedule has been amended several times over the last few years. The city has recently adopted a new Development Fee Schedule and Enterprise Fee Schedule, therefore the city needs to update the Municipal Services Fee Schedule to include updated Municipal Court Fees and other administrative fees.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

| | | |
|-------------------------|--------------------------|----|
| ADDITIONAL INFO: | FINANCIAL INFO: | |
| | Cost | \$ |
| | Source of Funding | \$ |
| | | |
| | | |



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|--------------------------------------|--------------------------------------|
| Meeting Date: October 24, 2023 | Department: Administration | Presented By: Bryan Grimes |
|--|--------------------------------------|--------------------------------------|

AGENDA ITEM:

Discussion/Action: to consider a Developer’s Agreement with 9901 Bankhead Park, LLC, for the annexation and development of Lots 5-7, Block 1, Broadway Business Park II, located in the City of Willow Park’s Extraterritorial Jurisdiction.

BACKGROUND:

Lots 5-7, Block 1 of the Broadway Business Park II, totaling 5.891 acres, situated in the McKinney & Williams Survey, Abstract 955 and the Eliza Ozer Survey, Abstract 1031 (see proposed Preliminary Plat as Exhibit “A”), and owned by 9901 Bankhead Park, LLC are proposed for commercial development.

Property owner has requested water service, which the City of Willow Park can provide. The Developer’s Agreement provides terms for public utility services and includes the properties’ immediate annexation into the City of Willow Park as soon as possible.

STAFF/BOARD/COMMISSION RECOMMENDATION:

City Staff recommends that the Developer’s Agreement be approved which will establish terms for Willow Park’s utility service and property owners’ commitment to immediate annexation.

EXHIBITS:

- Developer’s Agreement
- Exhibit “A” – Proposed Preliminary Plat
- Exhibit “B” – Petition Requesting Annexation by Area Landowners
- Exhibit “C” – Annexation Services Agreement
- Willow Park ETJ Map

RECOMMENDED MOTION:

Approval of the Developer’s Agreement for properties owned by 9901 Bankhead Park, LLC, as presented.

**CITY OF WILLOW PARK
DEVELOPER’S AGREEMENT
FOR THE
DEVELOPMENT OF 5.891 ACRES**

**STATE OF TEXAS §
 §
COUNTY OF PARKER §**

THIS AGREEMENT is entered into on the ___ day of _____, 2023 (the “Effective Date”), between the City of Willow Park, Texas, hereinafter referred to as the "CITY", and 9901 Bankhead Park, LLC, whose address is _____, Texas _____, hereinafter referred to as the "DEVELOPER". The CITY and the DEVELOPER are sometimes referred to herein as the “Parties.”

RECITALS

WHEREAS, the DEVELOPER has requested the CITY to serve a 5.891 acre tract of land situated in the McKinney & Williams Survey, Abstract No. 955, the Eliza Ozer Survey, Abstract Number 1031, and the John H. Phelps Survey, Abstract No. 1046, Parker County, Texas, and being a portion of that certain tract conveyed to 9901 Bankhead Park, LLC, In Clerk’s File No. 202233894, Official Public Records, Parker County, Texas and being more particularly described by metes and bounds as set forth in attached Exhibit “A” (the “Property”) with water and sewer service; and

WHEREAS, the Property will be developed into a commercial development; and

WHEREAS, the Property is located in the extraterritorial jurisdiction (“ETJ”) of the City of Willow Park; and

WHEREAS, in furtherance of the development of the Property, the parties have negotiated certain matters regarding the development of the Property as set forth in this Agreement; and

WHEREAS, this Agreement shall operate as a covenant running with the land and shall be binding upon the DEVELOPER and its representatives, officers, agents, servants, employees, successors and assigns.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

A. INCORPORATION OF PREMISES

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

B. TERM

This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to sign the Agreement (the "Effective Date"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties, termination because of the failure of a condition precedent as provided herein, or until all obligations in the Agreement have been fulfilled (the "Term"). The CITY shall have the right to terminate this Agreement and terminate water and sewer service to the Property (i) for the failure of the DEVELOPER to complete any condition precedent in this Agreement within one (1) year after the Effective Date of this Agreement, by giving DEVELOPER thirty (30) days prior written notice; (ii) for the failure of the DEVELOPER to fail to perform and/or breach any term of this Agreement, by giving DEVELOPER thirty (30) days prior written notice of the breach and DEVELOPER does not cure same within thirty (30) days; and (iii) THE CITY SHALL HAVE NO LIABILITY, AND THE DEVELOPER WAIVES ALL CAUSES OF ACTION, CLAIMS FOR REIMBURSEMENT, AND ALL LEGAL AND/OR EQUITABLE RELIEF IN THE EVENT THAT THE CITY TERMINATES THIS AGREEMENT AND WATER AND SEWER SERVICE AS PROVIDED HEREIN.

C. DEVELOPER OBLIGATIONS

1. Annexation. A CITY ordinance contained in Section 13.04.005 of the CITY Code of Ordinances provides that before the owner of any land can be served by any sanitary sewer system of the CITY the owner must obtain annexation of the land or request annexation within ninety (90) days after the date of the request for sewer service. A condition precedent to the CITY'S obligations under this Agreement to provide water and sewer service is DEVELOPER shall upon execution of this Agreement: (i) submit a signed petition for annexation to the CITY pursuant to Section 43.0671 of the Local Government Code requesting that the CITY annex the Property in accordance with Exhibit B attached hereto and incorporated herein (which will not be effective until the Contiguous Annexation, as defined below, is complete; (ii) agree on

an annexation services agreement with the CITY pursuant to Section 43.0672(a) of the Local Government Code for the Property, in accordance with Exhibit C attached hereto and incorporated herein (which will not be effective until the Contiguous Annexation, as defined below, is complete; and (iii) complete annexation of the Property no later than one (1) year after the Effective Date of this Agreement. DEVELOPER acknowledges and agrees that annexation of the Property into the City limits of the CITY, is a condition precedent to the validity of this Agreement and that the provision of water and/or sewer service to the Property shall be considered temporary until the Property is annexed. In the event that the Property is not annexed within the time required above, the CITY shall have the right to terminate the Agreement, and upon termination of the Agreement, neither the CITY nor the DEVELOPER shall have any liability to one another because of such termination and/or the CITY'S decision to not serve the Property with water and sewer service. DEVELOPER agrees that it shall not oppose the City's filing with the Public Utility Commission or any other applicable regulatory agency to cease water and/or sewer service to the Property because of the CITY'S decision to terminate this Agreement and/or water and/or sewer service. DEVELOPER further acknowledges and agrees that (i) the Property is not currently contiguous with the city limits of the CITY and annexation of the Property is contingent on the CITY annexing property contiguous with the Property and the CITY limits (the "Contiguous Annexation"); and (ii) the City cannot guarantee or warrant that the CITY will be able to complete the Contiguous Annexation since it is contingent on the owners of that property voluntarily requesting annexation or consenting thereto, but the City will use reasonable efforts to complete the Contiguous Annexation. The DEVELOPER acknowledges receipt of the following written disclosure as required by Local Government Code Section 212.172(b-1) and (b-2):

DEVELOPER understands that it is not required to enter into this Agreement. The CITY is annexing the Property described herein (the "Annexed Property") on a request by DEVELOPER and/or the owners of the Property, as the owner of the Annexed Property, to annex the Annexed Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) DEVELOPER 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 Annexed Property area; and (e) the CITY will conduct a public hearing on the annexation and adopt an ordinance annexing the Annexed

Property. The annexation of the Annexed Property, and the procedures applicable to the annexation, require the DEVELOPER'S consent. The CITY, by entering into the Annexation Services Agreement, has waived its immunity to suit, pursuant to Section 212.172 of the Local Government Code.

2. Public Improvements. All required public and private infrastructure improvements, including water and sewer infrastructure, shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the Subdivision Ordinance, the Public Improvement Specifications and all applicable codes, standards and regulations, and as approved by the City Engineer or his agent. Such improvements shall be installed and completed no later than two (2) years after the Effective Date of this Agreement. Public Improvements shall mean the following public improvements that must be designed, constructed and/or paid for by the DEVELOPER, including, streets, sidewalks, street signage, street lighting and utilities, including water, sanitary sewer, and drainage infrastructure. Without limiting the foregoing, DEVELOPER shall provide the following utilities:

A. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer, in accordance with all City requirements and regulations. DEVELOPER will be responsible for trenching, laying of water lines and all appurtenances, backfilling, and flushing of the lines prior to being put into service. The CITY will inspect all aspects of the project and take the final samples of water quality prior to being put into service. DEVELOPER's obligations shall include extending the water mains from the Property to the CITY's existing water main. DEVELOPER shall also be responsible for tap fees to access the water main and for extending the service lines from the main to the buildings built on the Property. The DEVELOPER agrees to comply with all provisions of the Texas Water Code, the Subdivision Ordinance, the Public Improvement Specifications and all applicable codes, standards, and regulations.

B. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The DEVELOPER agrees to comply with all applicable EPA, TCEQ and other Federal, State

and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees to construct the necessary drainage facilities within the Property. These facilities shall be designed and constructed in accordance with the CITY's Subdivision Ordinance, and the Construction Plans submitted by the DEVELOPER to the CITY. The DEVELOPER agrees to comply with all provisions of the Subdivision Ordinance, the Public Improvement Specifications and all applicable codes, standards, and regulations.

C. SEWER

The Property is currently served by a septic system and may continue to be served by a septic system if the DEVELOPER so desires. In the event that DEVELOPER desires to be connected to the City's sanitary sewer system, all required on-site and off-site sanitary sewer mains, manholes and other sanitary sewer improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and approved by the CITY, and in accordance with the Subdivision Ordinance, the Public Improvement Specifications, and all applicable codes, standards, and regulations. DEVELOPER's obligations shall include extending the sanitary sewer mains from the Property to the CITY's existing sewer main. DEVELOPER shall also be responsible for tap fees to access the sewer main and for extending the service lines from the main to the buildings built on the Property. The DEVELOPER agrees to comply with all provisions of the Subdivision Ordinance, the Public Improvement Specifications and all applicable codes, standards, and regulations.

The DEVELOPER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of plans and specifications for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications. Engineering studies, plan/profile sheets, and other construction documents (hereinafter referred to as the "Construction Plans") prepared by the licensed engineer shall be provided by the DEVELOPER at the time of platting as required by the Subdivision Ordinance. Such documents shall be approved by the City Engineer or his agent prior to approval and filing of a Final Plat. Construction of such improvements shall not be initiated until a Pre-Construction Conference has been conducted regarding the proposed construction.

In accordance with the Subdivision Ordinance of the CITY, construction of all public improvements shall be subject to routine review by the City Engineer or his agent to

evaluate conformance with the construction plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the DEVELOPER, his engineer and/or agent of responsibility for the design, construction and maintenance of the improvements as set out in this Agreement and relevant ordinances of the CITY.

Upon completion of construction of public improvements as required by this Agreement and the Subdivision Ordinance, the DEVELOPER shall deliver to the CITY As-Built construction plans for the public improvements constructed or engineered by the DEVELOPER.

No building permits will be issued for the Property until all public improvements have been installed and inspected and a Final Letter of Acceptance has been issued by the CITY.

The CITY will not issue a Final Letter of Acceptance until the Property's public improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Addition.

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a Final Letter of Acceptance, title to all public improvements mentioned herein shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the Final Letter of Acceptance is issued and the performance bond and maintenance bond as provided herein have expired.

DEVELOPER, at its sole cost and expense, will construct and extend the water and sewer infrastructure, including all private and public infrastructure necessary to connect the Property to the CITY's water and sewer system. The DEVELOPER shall construct the public infrastructure in accordance with all CITY requirements and regulations, and such public infrastructure design and construction shall be approved by the CITY'S engineer prior to beginning construction.

4. Public Improvement Bonds. Before commencing construction on the Public Improvements as required herein, the DEVELOPER shall obtain a Performance Bond, Payment Bond and Maintenance Bond, and/or require any contractor performing work on the Public Improvements to obtain a Performance Bond, Payment Bond and Maintenance Bond, as set forth below, each of which shall be issued naming the CITY

as an obligee under the Bonds. One original and one quality copy of the Performance Bond, the Payment Bond and the Maintenance Bond shall be provided to the City prior to commencing construction of the Public Improvements as follows:

:

A. PERFORMANCE BOND

A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements, guaranteeing the full and faithful execution of the work and performance of this contract and for the protection of the CITY against any improper workmanship and/or materials for a period of one (1) year from the date of issuance of a Final Letter of Acceptance by the CITY.

B. PAYMENT BOND

A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.

C. MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount equal to ten percent (10%) of the total cost of the public improvements, guaranteeing the maintenance in good condition of the public improvements constructed by DEVELOPER for a period of two (2) years from and after the date that a Final Letter of Acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

5. Zoning. The DEVELOPER agrees to have the Property zoned pursuant to the Zoning Ordinance of the City prior to the issuance of any building permit on the Property.

6. Platting. The DEVELOPER agrees to plat the Property in accordance with the Subdivision Ordinance of the CITY before any building Permit(s) will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting.

7. Fees to be paid by the DEVELOPER.

A. PLAT FEES

The DEVELOPER hereby agrees to pay the CITY a plat application fee in accordance with adopted City fees, which may be amended from time to time. Payment is due at the time of submittal.

B. CONSTRUCTION INSPECTION FEES

The DEVELOPER hereby agrees to pay the CITY construction inspection fees equal to four percent (4%) of the construction costs of water infrastructure improvements and four percent (4%) of the construction costs of drainage improvements for the Property. Payment is due prior to initiating construction of these infrastructure improvements.

C. TAP FEES, METER FEES AND IMPACT FEES

The DEVELOPER shall pay water and wastewater (sewer) tap fees, meter fees and all applicable Impact Fees at the rates in effect at the time of application is made for the service.

D. CITY OBLIGATIONS

1. After the Property is annexed into the CITY limits of the CITY and is platted and zoned in accordance with all CITY laws and regulations, the DEVELOPER has constructed the public infrastructure necessary to serve the Property with water and sewer services, the CITY shall provide permanent water and sewer services to the Property in accordance with the Annexation Services Agreement, this Agreement and all applicable City laws and regulations.

2. If any water is sold to the DEVELOPER for use on the Property prior to annexation, the CITY will charge "Outside City Limit" water rates and the water service will be deemed to be temporary.

E. MISCELLANEOUS

1. VENUE

Venue for any action brought hereunder shall be in Parker County, Texas.

2. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the CITY, which consent shall not be unreasonably withheld.

3. PARAGRAPH HEADINGS; CONSTRUCTION

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

4. GOVERNMENTAL POWERS; WAIVERS OF IMMUNITY

By execution of this Agreement, the CITY does not waive or surrender any of its governmental powers, immunities, or rights.

5. ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist.

6. NO ISRAEL BOYCOTT.

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. NO ENERGY COMPANY BOYCOTT

In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Chapter 2274 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; (3) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000) or (4) an agreement entered into or in connection with or relating to the issuance, sale, or delivery of notes under Subchapter H, Chapter 404, or the administration of matters related to the notes, including the investment of note proceeds, is exempt as is determined by the Texas Comptroller. Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

8. NO DISCRIMINATION AGAINST FIREARM ENTITY OR FIREARM TRADE ASSOCIATION

In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement. Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; or (2) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement.

9. NON-WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER, its successors, heirs, assigns, grantees, trustees, and/or representatives, shall never construe this Agreement as waiving any of the requirements of the Subdivision Ordinance or any other ordinance, code, regulation or standard of the CITY.

10. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND

LIABILITY OF THE DEVELOPER, ITS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE FINAL ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY PUBLIC IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL

JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

11. AMENDMENTS

This Agreement may be changed or modified only with the written agreement of both the DEVELOPER and the City Council of the CITY.

12. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to terminate this Agreement and exercise all remedies at law or in equity it may have under Texas law; shall be authorized to cease issuance of any further Certificates of Occupancy or building permits on property owned by the DEVELOPER; and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Parker County as a mechanic's lien against the DEVELOPER'S property; and in the alternative, the CITY shall

be authorized to levy an assessment against the DEVELOPER'S property for public improvements in accordance with applicable state law.

13. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors, heirs, assigns, grantees, trustees and/or representatives.

14. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

15. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and if this Agreement has been filed in the county records, the CITY will execute a release of covenant to the DEVELOPER, its assigns, successors, grantees, trustees and/or representatives and the CITY shall file said release in the county records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

[SIGNATURE PAGE TO FOLLOW]

9901 BANKHEAD PARK, LLC

By: _____

Name: _____

Title: _____

CITY OF WILLOW PARK

By: _____

Doyle Moss, Mayor

ATTEST:

By: _____

Crystal Dozier, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF PARKER §

BEFORE ME, the undersigned authority in and for Parker County, Texas, on this day personally appeared _____, in his capacity as _____ of 9901 Bankhead Park, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of 9901 Bankhead Park, LLC for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

Type or Print Notary's Name
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF PARKER §

BEFORE ME, the undersigned authority in and for Parker County, Texas, on this day personally appeared Doyle Moss known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Willow Park and that he executed the same on behalf of the City of Willow Park for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

State of Texas
County of Parker

Whereas 9903 Bankhead Park, L.L.C. being the sole owner of 5.891 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 955, the ELIZA OXER SURVEY, ABSTRACT NO. 1031, and the JOHN H. PHELPS SURVEY, ABSTRACT NO. 1046, Parker County, Texas, being a portion of that certain tract conveyed to 9903 Bankhead Park, L.L.C. by Clerk's File No. 202233984, Official Public Records Parker County, Texas, (O.P.R.P.C.T.) said 5.891 acre tract being more particularly described as follows:

Beings, Distances, and/or Areas derived from GMS observations performed by Texas Surveying, Inc. and reflect N.A.D. 83, Texas State Plane Coordinate System, North Central Zone 4202 (Grid).

BEING a 5.891 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 955, the ELIZA OXER SURVEY, ABSTRACT NO. 1031, and the JOHN H. PHELPS SURVEY, ABSTRACT NO. 1046, Parker County, Texas, being out of and a portion of that certain 13.94 acre tract described as Tract 1 in instrument 9903 Bankhead Park, L.L.C. recorded under Clerk's File Number 202233984, of the Official Public Records of Parker County, Texas (O.P.R.P.C.T.) said 5.891 acre tract being more particularly described as follows:

Beings, Distances, and/or Areas derived from GMS observations performed by Texas Surveying, Inc. and reflect N.A.D. 83, Texas State Plane Coordinate System, North Central Zone 4202 (Grid).

BEING also a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set in the north right-of-way of East Bankhead Highway, for the southwest corner of that certain 3.439 acre tract described in instrument to Ward A. Campbell, recorded in Volume 2435, Page 539, O.P.R.P.C.T., being the southerly southeast corner of said 3.439 acre tract and the herein described tract, from which a 5/8" iron rod found for the southerly southeast corner of said 3.439 acre tract bears S 40°55'22" E, 31.33 feet:

THENCE N 89°19'52" W, 82.04 feet, with the north right-of-way of said East Bankhead Highway, the most southerly line of said 13.94 acre tract, to a Magellan set in concrete for the southeast corner of Lot 1, Block 1, Worth CRE Addition, part of said subdivision recorded in Cabinet E, Slide 743, of the Plat Records of Parker County, Texas, (P.R.P.C.T.) being the southerly southeast corner of said 13.94 acre tract and the herein described tract.

THENCE N 00°19'00" W, 65.55 feet, with the southerly west line of said 13.94 acre tract, the east line of Worth CRE Addition to a 5/8" capped iron rod found for an angle point in said line.

THENCE N 87°47'24" W, 38.36 feet, with the north line of said Worth CRE Addition, to a Magellan set for an angle point in said line.

THENCE S 43°08'17" W, 99.40 feet, continuing with the north line of said Worth CRE Addition to a 5/8" capped iron rod found in the east line of that certain called 36.509 acre tract described in instrument to Magellan Pipeline Terminals, recorded in Volume 2563, Page 178A, O.P.R.P.C.T., to the westerly southeast corner of said 13.94 acre tract and the herein described tract.

THENCE N 00°19'00" W, 276.65 feet, with the most westerly line of said 13.94 acre tract, the west line of said 36.509 acre tract, to a 1/2" capped iron rod found for the southeast corner of that certain called 4.084 acre tract described as Tract 1 in instrument to RBRS Ventures, L.L.C. recorded under Clerk's File No. 202233925, P.R.P.C.T., being the westerly northwest corner of the herein described tract.

THENCE, with the south line of said 4.084 acre tract, the following four (4) courses and distances:

1) East, 78.23 feet, to a 1/2" capped iron rod found for an interior corner of the herein described tract;
2) N 15°52'52" E, 22.42 feet, capped iron rod found for the northerly northwest corner of the herein described tract;
3) East, 263.98 feet, to a 1/2" capped iron rod found for the northerly northwest corner of the herein described tract;
4) S 82°12'00" E, 106.19 feet, to a 1/2" capped iron rod found in an east line of said 13.94 acre tract, the west line of Lot 5, Block 1, L.B. Industrial Addition, part of said subdivision recorded in Cabinet C, Slide 72, P.R.P.C.T., for the southeast corner of said 4.084 acre tract, being the easterly northeast corner of the herein described tract.

THENCE N 80°18'54" W, 175.41 feet, with the east line of said 13.94 acre tract, the west line of said Lot 5, to a 5/8" capped iron rod found for the northeast corner of said 3.439 acre tract, being an interior corner of said 13.94 acre tract and the herein described tract.

THENCE N 84°18'54" W, 245.86 feet, with the easterly south line of said 13.94 acre tract, the north line of said 3.439 acre tract, to a 1/2" iron pipe found for the northwest corner of said 3.439 acre tract, being an interior corner of said 13.94 acre tract and the herein described tract.

THENCE S 00°17'46" E, 802.46 feet, with the southerly east line of said 13.94 acre tract, the west line of said 3.439 acre tract, to the POINT OF BEGINNING, and containing 5.891 acres more or less.

Surveyor's Certificate

Know All Men By These Presents:

That I, Zachariah B. Savory, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision.

Preliminary, this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

Zachariah B. Savory, Registered Professional Land Surveyor No. 5962 Texas Surveying, Inc. - Amato Branch
208 S. Front St., Aledo, Texas 76808
aleidosurveying.com | 817-441-5263
A05195-PP (AM5195.PP.CRD)
Field Date: August 7, 2023
Preparation Date: October 1, 2023

Surveyor's Notes

1) No abstract of title or other commitment was provided to this surveyor. Record research performed by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this project.

2) Bearings, Distances, and/or Areas derived from GMS observations and reflect N.A.D. 83, Texas State Plane Coordinate System, North Central Zone 4202 (Grid).

3) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction.

4) Please consult all applicable governing entities regarding rules & regulations, that may affect construction on this property.

5) C.I.R.S. - Set 1/2" iron rod with plastic cap stamped "Texas Surveying, Inc."

6) At the time of this survey, this property appears to be located in the following special flood zone hazard area:
Other Areas, Zone "X": Areas determined to be outside the 0.2% annual chance floodplain, according to the F.I.R.M. Community Panel 483672450E, dated September 26, 2006, for up to date flood hazard information visit the official F.I.M.A. website at FEMA.gov.

7) Although the 50 foot road easement as shown hereon (Broadway Boulevard) is most recently described per the agreement filed in 202233803, the following recorded documents are also relevant and/or related: V. ZDA, P. 68Z, V. ZDS, P. 80Z, V. Z3Z, P. X3Z & 20213056 R.P.R.P.C.T.

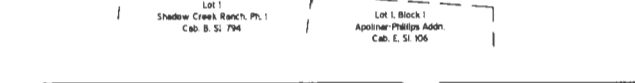
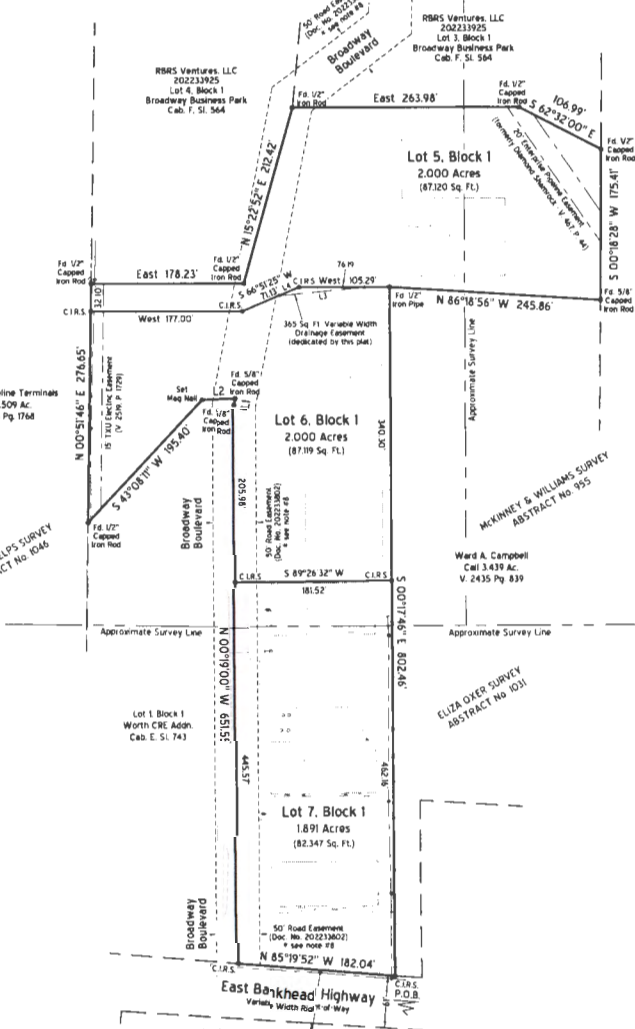
City of Willow Park Notes

1) Soak all notices setting a portion of this addition by notice and bonds to a solution of city and county ordinance and state law and is subject to fees and withholding of utilities and building permits.

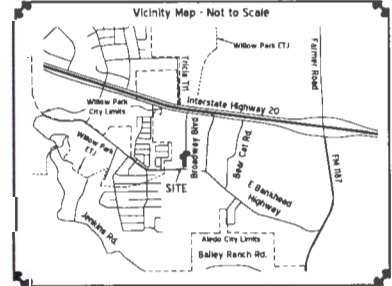
2) Lots 5 & 6, Block 1: Water to be provided by private on-site supply. Backflow preventer services to be provided by private on-site supply.

3) Lot 7, Block 1: Water is currently provided by City of Willow Park. Sanitary sewer services to be provided by private on-site supply.

| Line | Bearing | Distance |
|------|---------------|----------|
| L1 | N 10°49'41" E | 7.83 |
| L2 | S 87°47'24" W | 38.36 |
| L3 | S 84°21'45" W | 99.09 |
| L4 | N 85°55'25" E | 24.40 |



City of Willow Park, Texas
City Council
Note: this plat is valid only if recorded within six (6) months after date of approval.
Plat Approved
Date: _____
By: _____ City Mayor
Attest: _____ City Secretary



Preliminary Plat
Lots 5-7, Block 1
Broadway Business Park II
an addition to the Extraterritorial Jurisdiction
of the City of Willow Park, Parker County, Texas
Being a 5.891 acre tract situated in the
MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 955,
the ELIZA OXER SURVEY, ABSTRACT NO. 1031, and the JOHN
H. PHELPS SURVEY, ABSTRACT NO. 1046, Parker County, Texas
September 2023
TEXAS SURVEYING
ALEDO BRANCH - 817-441-5263
FORM NO. 10194122 - ALEDOPTXSURVEYING.COM

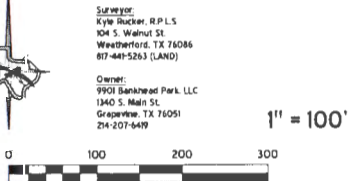


EXHIBIT B

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

The undersigned owner of the hereinafter described property, approximately 5.891 acres as described and depicted in attached Exhibit “A”, 9901 Bankhead Park, LLC, (the “Owner”), hereby waives the requirement to be offered a development agreement pursuant to Section 43.016, and petitions your honorable City Council to extend the present city limits so as to include as part of the City of Willow Park, Texas, the following described territory, to wit (the “Property”):

See attached Exhibit “A” which is the metes and bounds description of the approximately 5.891 acres to be annexed and a preliminary plat map of the 5.891 acres, incorporated herein as though set out in full.

As the Owner of the Property, we certify that the above-described Property is contiguous and adjacent to the City of Willow Park, Texas city limits, and/or will be contiguous and adjacent to the City of Willow Park, Texas following the annexation of contiguous and adjacent land and that this petition is signed and duly acknowledged by each and every person having an interest in the Property.

9901 Bankhead Park, LLC

Signed: _____

Title: _____

Date: _____

THE STATE OF TEXAS

COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared _____, in his capacity as _____ of RBRS Ventures, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office, this _____ day of _____, 2023.

Notary Public in and for
Parker County, Texas

EXHIBIT C

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 5.891 acres, 9901 Bankhead Park, LLC (hereinafter collectively 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 certain real property (hereinafter referred to as the "Property") in Parker County, Texas, which is particularly described and/or depicted in Exhibit A attached hereto and 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 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 the owner of the approximately 5.891 acres of Property described in Exhibit "A" attached hereto and incorporated herein as though set out in full.
- (h) Property. The word "Property" means the approximately 5.891 acres of land located within Parker County, Texas, as is more particularly described and or depicted in Exhibit "A" of this Agreement, which are is 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 1

Services to be Provided: The City of Willow Park receives fire suppression service from the Parker County Emergency Services District 1. Fire suppression will continue to be available to the area upon annexation through Parker County Emergency Services District 1. Fire prevention activities will be provided by the City Fire Marshall's office.

POLICE

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

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: County Street Maintenance

Services to be Provided: Maintenance to the streets will be provided by the City of Willow Park on the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Services to be Provided: Developers will provide storm water drainage improvements at their own expense and will be inspected by the City Engineers at the time of completion. The City will then maintain the drainage improvements, upon approval, and acceptance.

STREET LIGHTING

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.

TRAFFIC ENGINEERING

Services to be Provided: The City of Willow Park Public Works Department will provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Services to be Provided: Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be proved in accordance with utility extension ordinances and the Developer’s Agreement entered into by and between the Parties, which is incorporated herein as though set out in full (the “Developer’s Agreement”). Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Services to be Provided: Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer service shall be provided in accordance with utility extension ordinances and the Developer’s Agreement. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

Services to be Provided: Solid Waste Collection shall be provided to the area upon annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with 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
Willow Park, Texas 76087
Attn: City Manager
Telephone: 817/441-7108

if to Owner: 9901 Bankhead Park, LLC

Attn: _____
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:

Crystal Dozier, City Secretary

APPROVED AS TO FORM:

William P. Chesser, City Attorney

OWNER

9901 Bankhead Park, LLC

By: _____

Title: _____

Date: _____

STATE OF TEXAS
COUNTY OF PARKER

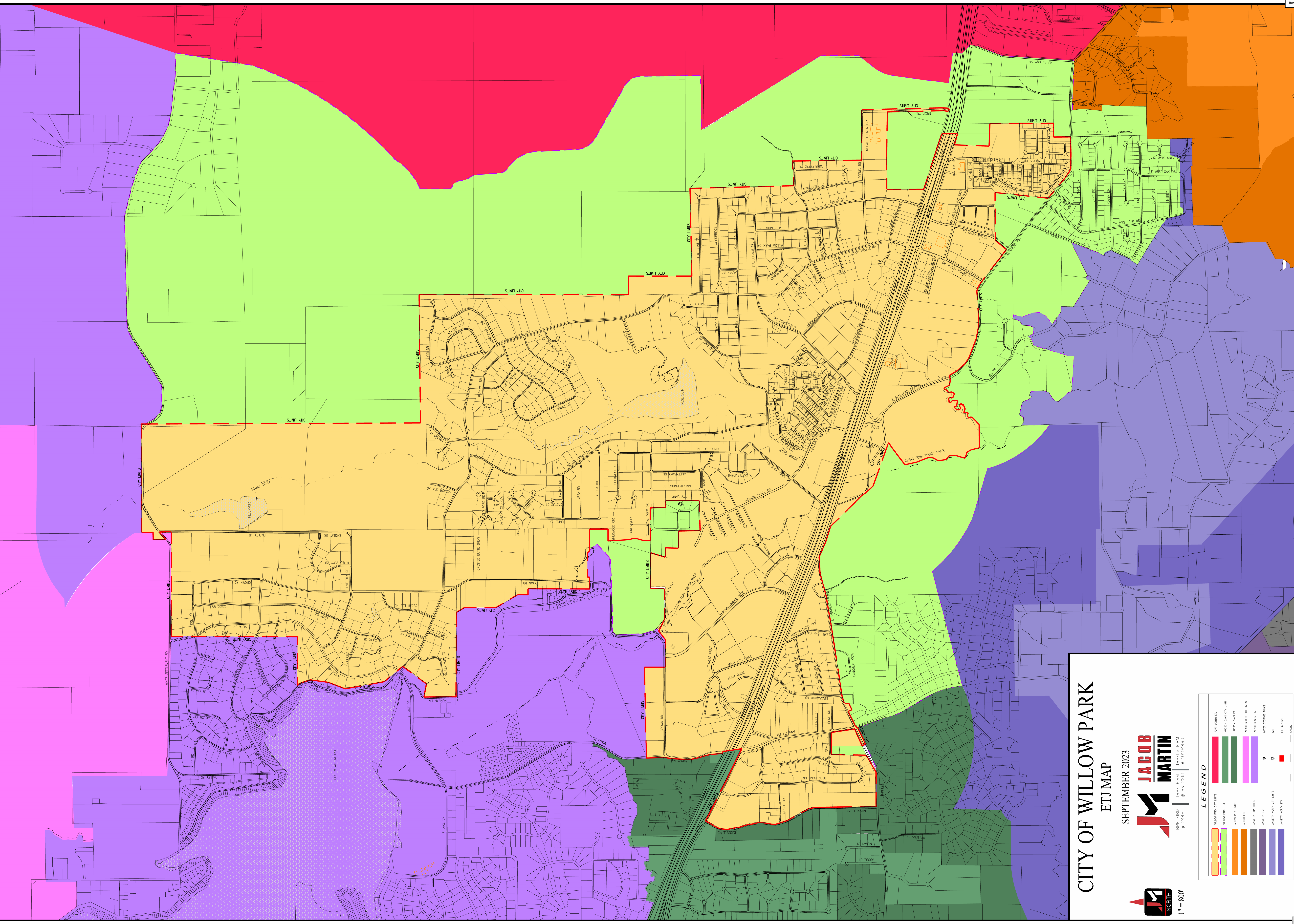
This instrument was acknowledged before me on the ____ day of _____ by Doyle Moss, Mayor of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the ____ day of _____ by _____, in his capacity as _____ of 9901 Bankhead Park, LLC, owner of the property.

Notary Public, State of Texas



CITY OF WILLOW PARK

ETJ MAP

SEPTEMBER 2023



TERESA FIRM # 2448
BR. 2261

TERESA FIRM # 10194493



1" = 800'

LEGEND

| | | | |
|--|---------------------------|--|--------------------------|
| | WILLOW PARK CITY LIMITS | | ELDER WATERS E.U. |
| | WILLOW PARK CITY LIMITS | | MISSION OAKS CITY LIMITS |
| | GOOD CITY LIMITS | | MISSION OAKS E.U. |
| | ALISO E.U. | | WILLOW PARK CITY LIMITS |
| | ANATELA CITY LIMITS | | WILLOW PARK E.U. |
| | ANATELA CITY LIMITS | | WILLOW PARK WATERS |
| | ANATELA NORTH CITY LIMITS | | WELL |
| | ANATELA NORTH CITY LIMITS | | LIFT STATION |
| | ANATELA NORTH CITY LIMITS | | WELL |
| | ANATELA NORTH CITY LIMITS | | WELL |



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|--------------------------------------|--------------------------------------|
| Meeting Date: October 24, 2023 | Department: Administration | Presented By: Bryan Grimes |
|--|--------------------------------------|--------------------------------------|

AGENDA ITEM:

Discussion/Action: to consider a Developer’s Agreement with RBRS Ventures, LLC, for the annexation and development of Lots 1-4, Block 1, Broadway Business Park, located in the City of Willow Park’s Extraterritorial Jurisdiction.

BACKGROUND:

Lots 1-4, Block 1 of the Broadway Business Park, totaling 8.046 acres, situated in the McKinney & Williams Survey, Abstract 954 and the John H. Phelps Survey, Abstract 1046 (see Plat as Exhibit “A”), and owned by RBRS Ventures, LLC are proposed for commercial development.

Property owner has requested water and sewer service, which the City of Willow Park can provide. The Developer’s Agreement provides terms for utility services and includes the properties’ immediate annexation into the City of Willow Park as soon as possible.

To meet the requirement of contiguous properties for annexation, this Developer’s Agreement is contingent upon the execution of the Developer’s Agreement for the southern adjoining property: Lots 5-7, Block 1, Broadway Business Park II.

STAFF/BOARD/COMMISSION RECOMMENDATION:

City Staff recommends that the Developer’s Agreement be approved which will establish terms for Willow Park’s utility service and property owners’ commitment to immediate annexation.

EXHIBITS:

- Developer’s Agreement
- Exhibit “A” – Final Plat
- Exhibit “B” – Petition Requesting Annexation by Area Landowners
- Exhibit “C” – Annexation Services Agreement
- Willow Park ETJ Map

RECOMMENDED MOTION:

Approval of the Developer’s Agreement for properties owned by RBRS Ventures, LLC, as presented, contingent upon the execution of Developer’s Agreement for 9901 Bankhead Park, LLC, adjoining property of Lots 5-7, Block 1, Broadway Business Park II.

**CITY OF WILLOW PARK
DEVELOPER’S AGREEMENT
FOR THE
DEVELOPMENT OF 8.046 ACRES**

**STATE OF TEXAS §
 §
COUNTY OF PARKER §**

THIS AGREEMENT is entered into on the ___ day of _____, 2023 (the “Effective Date”), between the City of Willow Park, Texas, hereinafter referred to as the “CITY”, and RBRS Ventures, LLC, whose address is _____, Texas _____, hereinafter referred to as the “DEVELOPER”. The CITY and the DEVELOPER are sometimes referred to herein as the “Parties.”

RECITALS

WHEREAS, the DEVELOPER has requested the CITY to serve a 8.046 acre tract of land situated in the McKinney & Williams Survey, Abstract No. 954, and the John H. Phelps Survey, Abstract No. 1046, Parker County, Texas, and being all of that certain called 8.046 acre tract conveyed to RBRS Ventures, LLC described in Clerk’s File No. 202233925, Real Property Records of Parker County, Texas and being more particularly described by metes and bounds as set forth in attached Exhibit “A” (the “Property”) with water and sewer service; and

WHEREAS, the Property will be developed into a commercial development; and

WHEREAS, the Property is located in the extraterritorial jurisdiction (“ETJ”) of the City of Willow Park; and

WHEREAS, in furtherance of the development of the Property, the parties have negotiated certain matters regarding the development of the Property as set forth in this Agreement; and

WHEREAS, this Agreement shall operate as a covenant running with the land and shall be binding upon the DEVELOPER and its representatives, officers, agents, servants, employees, successors and assigns.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

A. INCORPORATION OF PREMISES

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

B. TERM

This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to sign the Agreement (the "Effective Date"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties, termination because of the failure of a condition precedent as provided herein, or until all obligations in the Agreement have been fulfilled (the "Term"). The CITY shall have the right to terminate this Agreement and terminate water and sewer service to the Property (i) for the failure of the DEVELOPER to complete any condition precedent in this Agreement within one (1) year after the Effective Date of this Agreement, by giving DEVELOPER thirty (30) days prior written notice; (ii) for the failure of the DEVELOPER to fail to perform and/or breach any term of this Agreement, by giving DEVELOPER thirty (30) days prior written notice of the breach and DEVELOPER does not cure same within thirty (30) days; and (iii) THE CITY SHALL HAVE NO LIABILITY, AND THE DEVELOPER WAIVES ALL CAUSES OF ACTION, CLAIMS FOR REIMBURSEMENT, AND ALL LEGAL AND/OR EQUITABLE RELIEF IN THE EVENT THAT THE CITY TERMINATES THIS AGREEMENT AND WATER AND SEWER SERVICE AS PROVIDED HEREIN.

C. DEVELOPER OBLIGATIONS

1. Annexation. A CITY ordinance contained in Section 13.04.005 of the CITY Code of Ordinances provides that before the owner of any land can be served by any sanitary sewer system of the CITY the owner must obtain annexation of the land or request annexation within ninety (90) days after the date of the request for sewer service. A condition precedent to the CITY'S obligations under this Agreement to provide water and sewer service is DEVELOPER shall upon execution of this Agreement: (i) submit a signed petition for annexation to the CITY pursuant to Section 43.0671 of the Local Government Code requesting that the CITY annex the Property in accordance with Exhibit B attached hereto and incorporated herein (which will not be effective until the Contiguous Annexation, as defined below, is complete; (ii) agree on

an annexation services agreement with the CITY pursuant to Section 43.0672(a) of the Local Government Code for the Property, in accordance with Exhibit C attached hereto and incorporated herein (which will not be effective until the Contiguous Annexation, as defined below, is complete; and (iii) complete annexation of the Property no later than one (1) year after the Effective Date of this Agreement. DEVELOPER acknowledges and agrees that annexation of the Property into the City limits of the CITY, is a condition precedent to the validity of this Agreement and that the provision of water and/or sewer service to the Property shall be considered temporary until the Property is annexed. In the event that the Property is not annexed within the time required above, the CITY shall have the right to terminate the Agreement, and upon termination of the Agreement, neither the CITY nor the DEVELOPER shall have any liability to one another because of such termination and/or the CITY'S decision to not serve the Property with water and sewer service. DEVELOPER agrees that it shall not oppose the City's filing with the Public Utility Commission or any other applicable regulatory agency to cease water and/or sewer service to the Property because of the CITY'S decision to terminate this Agreement and/or water and/or sewer service. DEVELOPER further acknowledges and agrees that (i) the Property is not currently contiguous with the city limits of the CITY and annexation of the Property is contingent on the CITY annexing property contiguous with the Property and the CITY limits (the "Contiguous Annexation"); and (ii) the City cannot guarantee or warrant that the CITY will be able to complete the Contiguous Annexation since it is contingent on the owners of that property voluntarily requesting annexation or consenting thereto, but the City will use reasonable efforts to complete the Contiguous Annexation. The DEVELOPER acknowledges receipt of the following written disclosure as required by Local Government Code Section 212.172(b-1) and (b-2):

DEVELOPER understands that it is not required to enter into this Agreement. The CITY is annexing the Property described herein (the "Annexed Property") on a request by DEVELOPER and/or the owners of the Property, as the owner of the Annexed Property, to annex the Annexed Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) DEVELOPER 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 Annexed Property area; and (e) the CITY will conduct a public hearing on the annexation and adopt an ordinance annexing the Annexed

Property. The annexation of the Annexed Property, and the procedures applicable to the annexation, require the DEVELOPER'S consent. The CITY, by entering into the Annexation Services Agreement, has waived its immunity to suit, pursuant to Section 212.172 of the Local Government Code.

2. Public Improvements. All required public and private infrastructure improvements, including water and sewer infrastructure, shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the Subdivision Ordinance, the Public Improvement Specifications, and all applicable codes, standards and regulations of the CITY, and as approved by the City Engineer or his agent. Such improvements shall be installed and completed no later than two (2) years after the Effective Date of this Agreement. Public Improvements shall mean the following public improvements that must be designed, constructed and/or paid for by the DEVELOPER, including, streets, sidewalks, street signage, street lighting and utilities, including water, sanitary sewer, drainage and electricity infrastructure. Without limiting the foregoing, DEVELOPER shall provide the following utilities:

A. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer, in accordance with all City requirements and regulations. DEVELOPER will be responsible for trenching, laying of water lines and all appurtenances, backfilling, and flushing of the lines prior to being put into service. The CITY will inspect all aspects of the project and take the final samples of water quality prior to being put into service. DEVELOPER's obligations shall include extending the water mains from the Property to the CITY's existing water main. DEVELOPER shall also be responsible for tap fees to access the water main and for extending the service lines from the main to the buildings built on the Property. The DEVELOPER agrees to comply with all provisions of the Texas Water Code, the Subdivision Ordinance, the Public Improvement Specifications and all applicable codes, standards, and regulations.

B. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The DEVELOPER

agrees to comply with all applicable EPA, TCEQ and other Federal, State and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees to construct the necessary drainage facilities within the Property. These facilities shall be designed and constructed in accordance with the CITY's Subdivision Ordinance, and the Construction Plans submitted by the DEVELOPER to the CITY. The DEVELOPER agrees to comply with all provisions of the Texas Water Code, the Subdivision Ordinance, the Public Improvement Specifications and all applicable codes, standards, and regulations.

C. SEWER

All required on-site and off-site sanitary sewer mains, manholes and other sanitary sewer improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and approved by the CITY, and in accordance with the Subdivision Ordinance, the Public Improvement Specifications, and all applicable codes, standards, and regulations. DEVELOPER's obligations shall include extending the sanitary sewer mains from the Property to the CITY's existing sewer main. DEVELOPER shall also be responsible for tap fees to access the sewer main and for extending the service lines from the main to the buildings built on the Property. The DEVELOPER agrees to comply with all provisions of the Subdivision Ordinance, the Public Improvement Specifications and all applicable codes, standards, and regulations.

The DEVELOPER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of plans and specifications for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications. Engineering studies, plan/profile sheets, and other construction documents (hereinafter referred to as the "Construction Plans") prepared by the licensed engineer shall be provided by the DEVELOPER at the time of platting as required by the Subdivision Ordinance. Such documents shall be approved by the City Engineer or his agent prior to approval and filing of a Final Plat. Construction of such improvements shall not be initiated until a Pre-Construction Conference has been conducted regarding the proposed construction.

In accordance with the Subdivision Ordinance of the CITY, construction of all public improvements shall be subject to routine review by the City Engineer or his agent to

evaluate conformance with the construction plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the DEVELOPER, his engineer and/or agent of responsibility for the design, construction and maintenance of the improvements as set out in this Agreement and relevant ordinances of the CITY.

Upon completion of construction of public improvements as required by this Agreement and the Subdivision Ordinance, the DEVELOPER shall deliver to the CITY As-Built construction plans for the public improvements constructed or engineered by the DEVELOPER.

No building permits will be issued for the Property until all public improvements have been installed and inspected and a Final Letter of Acceptance has been issued by the CITY.

The CITY will not issue a Final Letter of Acceptance until the Property's public improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Addition.

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a Final Letter of Acceptance, title to all public improvements mentioned herein shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the Final Letter of Acceptance is issued and the performance bond and maintenance bond as provided herein have expired.

DEVELOPER, at its sole cost and expense, will construct and extend the water and sewer infrastructure, including all private and public infrastructure necessary to connect the Property to the CITY's water and sewer system. The DEVELOPER shall construct the public infrastructure in accordance with all CITY requirements and regulations, and such public infrastructure design and construction shall be approved by the CITY'S engineer prior to beginning construction.

4. Public Improvement Bonds. Before commencing construction on the Public Improvements as required herein, the DEVELOPER shall obtain a Performance Bond, Payment Bond and Maintenance Bond, and/or require any contractor performing work on the Public Improvements to obtain a Performance Bond, Payment Bond and Maintenance Bond, as set forth below, each of which shall be issued naming the CITY

as an obligee under the Bonds. One original and one quality copy of the Performance Bond, the Payment Bond and the Maintenance Bond shall be provided to the City prior to commencing construction of the Public Improvements as follows:

:

A. PERFORMANCE BOND

A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements, guaranteeing the full and faithful execution of the work and performance of this contract and for the protection of the CITY against any improper workmanship and/or materials for a period of one (1) year from the date of issuance of a Final Letter of Acceptance by the CITY.

B. PAYMENT BOND

A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the Prime Contractor for the construction of public improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.

C. MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount equal to ten percent (10%) of the total cost of the public improvements, guaranteeing the maintenance in good condition of the public improvements constructed by DEVELOPER for a period of two (2) years from and after the date that a Final Letter of Acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

5. Zoning. The DEVELOPER agrees to have the Property zoned pursuant to the Zoning Ordinance of the City prior to the issuance of any building permit on the Property.

6. Platting. The Property has been platted and Final Plat was approved by the City Council. The Property shall be developed in accordance with the Final Plat. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by the Final Plat or as necessary for the location of the Public Improvements as required by the Subdivision Ordinance.

7. Fees to be paid by the DEVELOPER.

A. PLAT FEES

The DEVELOPER hereby agrees to pay the CITY a plat application fee in accordance with adopted City fees, which may be amended from time to time, if the Final Plat is amended or a replat is done. Payment is due at the time of submittal.

B. CONSTRUCTION INSPECTION FEES

The DEVELOPER hereby agrees to pay the CITY construction inspection fees equal to four percent (4%) of the construction costs of water infrastructure improvements and four percent (4%) of the construction costs of drainage improvements for the Property. Payment is due prior to initiating construction of these infrastructure improvements.

C. TAP FEES, METER FEES AND IMPACT FEES

The DEVELOPER shall pay water and wastewater (sewer) tap fees, meter fees and all applicable Impact Fees at the rates in effect at the time of application is made for the service.

D. CITY OBLIGATIONS

1. After the Property is annexed into the CITY limits of the CITY and is platted and zoned in accordance with all CITY laws and regulations, the DEVELOPER has constructed the public infrastructure necessary to serve the Property with water and sewer services, the CITY shall provide permanent water and sewer services to the

Property in accordance with the Annexation Services Agreement, this Agreement and all applicable City laws and regulations.

2. If any water is sold to the DEVELOPER for use on the Property prior to annexation, the CITY will charge "Outside City Limit" water rates and the water service will be deemed to be temporary.

E. MISCELLANEOUS

1. VENUE

Venue for any action brought hereunder shall be in Parker County, Texas.

2. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the CITY, which consent shall not be unreasonably withheld.

3. PARAGRAPH HEADINGS; CONSTRUCTION

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

4. GOVERNMENTAL POWERS; WAIVERS OF IMMUNITY

By execution of this Agreement, the CITY does not waive or surrender any of its governmental powers, immunities, or rights.

5. ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter of this Agreement. No oral

understandings, statements, promises or inducements contrary to the terms of this Agreement exist.

6. NO ISRAEL BOYCOTT.

In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. NO ENERGY COMPANY BOYCOTT

In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Chapter 2274 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; (3) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000) or (4) an agreement entered into or in connection with or relating to the issuance, sale, or delivery of notes under Subchapter H, Chapter 404, or the administration of matters related to the notes, including the investment of note proceeds, is exempt as is determined by the Texas Comptroller. Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

8. NO DISCRIMINATION AGAINST FIREARM ENTITY OR FIREARM TRADE ASSOCIATION

In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement. Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; or (2) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this agreement on behalf of DEVELOPER verifies by their signature on this Agreement that the company does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement.

9. NON-WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER, its successors, heirs, assigns, grantees, trustees, and/or representatives, shall never construe this Agreement as waiving any of the requirements of the Subdivision Ordinance or any other ordinance, code, regulation or standard of the CITY.

10. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS

AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, ITS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE FINAL ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY PUBLIC IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING

WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

11. AMENDMENTS

This Agreement may be changed or modified only with the written agreement of both the DEVELOPER and the City Council of the CITY.

12. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to terminate this Agreement and exercise all remedies at law or in equity it may have under Texas law; shall be authorized to cease issuance of any further Certificates of Occupancy or building permits on property owned by the DEVELOPER; and the CITY shall be further authorized to file this Agreement in the

Mechanic's Lien/Deed Records of Parker County as a mechanic's lien against the DEVELOPER'S property; and in the alternative, the CITY shall be authorized to levy an assessment against the DEVELOPER'S property for public improvements in accordance with applicable state law.

13. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors, heirs, assigns, grantees, trustees and/or representatives.

14. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

15. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and if this Agreement has been filed in the county records, the CITY will execute a release of covenant to the DEVELOPER, its assigns, successors, grantees, trustees and/or representatives and the CITY shall file said release in the county records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

[SIGNATURE PAGE TO FOLLOW]

RBRS VENTURES, LLC

By: _____

Name: _____

Title: _____

CITY OF WILLOW PARK

By: _____

Doyle Moss, Mayor

ATTEST:

By: _____

Crystal Dozier, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF PARKER §

BEFORE ME, the undersigned authority in and for Parker County, Texas, on this day personally appeared _____, in his capacity as _____ of RBRS Ventures, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of RBRS Ventures, LLC for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

Type or Print Notary's Name
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF PARKER §

BEFORE ME, the undersigned authority in and for Parker County, Texas, on this day personally appeared Doyle Moss known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Willow Park and that he executed the same on behalf of the City of Willow Park for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

State of Texas
County of Parker

Whereas WFO Bankhead Park, L.L.C. being the sole owner of 5.891 acre tract situated in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 955, the ELIZA OXER SURVEY, ABSTRACT No. 1031, and the JOHN H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas, being a portion of that certain tract conveyed to WFO Bankhead Park, L.L.C. in Civil's File No. 202233994, Official Public Records, Parker County, Texas, (P.R.P.C.T.), said 5.891 acre tract being more particularly described as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect NAD 83, Texas State Plane Coordinate System, North Central Zone 4202 (504)

Whereas a 5.891 acre tract described in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 955, the ELIZA OXER SURVEY, ABSTRACT No. 1031, and the JOHN H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas, being out of and a portion of the certain called 13.94 acre tract described as "Tract 1" in Instrument No. 202233994, Official Public Records, Parker County, Texas, (P.R.P.C.T.) said 5.891 acre tract being more particularly described as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect NAD 83, Texas State Plane Coordinate System, North Central Zone 4202 (504)

REGIONS at a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set in the north right-of-way of East Bankhead Highway for the southeast corner of that certain called 3.439 acre tract described in Instrument to Ward A. Campbell, recorded in Volume 2563, Page 628, O.P.R.C.T., being the southern southeast corner of 13.94 acre tract and the herein described tract, from which a 5/8" iron rod found for the southern southeast corner of said 3.439 acre tract bears S 81°55'22" E, 2.313 feet:

THENCE N 00°19'00" W, 82.04 feet, with the north right-of-way of said East Bankhead Highway, the most easterly line of said 13.94 acre tract, to a Meighed set for concrete for the southeast corner of Lot 1, Block 1, Worth CRE Adm. plat of said subdivision recorded in Volume 2563, Page 743, of the Public Records of Parker County, Texas, (P.R.P.C.T.), being the southern southeast corner of said 13.94 acre tract and the herein described tract;

THENCE S 07°46'41" E, 7.83 feet, continuing with the east line of said Worth CRE Addition, to a 5/4" capped iron rod found for the northeast corner of said Worth CRE Addition, being an interior corner of the herein described tract;

THENCE S 87°47'24" W, 38.36 feet, with the north line of said Worth CRE Addition, to a Meighed set for an angle point in said line;

THENCE S 47°02'00" W, 95.40 feet, continuing with the north line of said Worth CRE Addition, to a 5/4" capped iron rod found in the east line of that certain called 36.509 acre tract described in Instrument to Bluegrass Pipeline Terminal, recorded in Volume 2563, Page 126, O.P.R.C.T., for the westerly southwest corner of said 13.94 acre tract and the herein described tract;

THENCE N 00°19'00" E, 276.55 feet, with the most westerly line of said 13.94 acre tract, the east line of said 36.509 acre tract, to a 1/2" capped iron rod found for the southeast corner of that certain called 4.046 acre tract described as Tract 1 in Instrument to HBVS Ventures, L.L.C., recorded under Civil's File No. 202233925, R.P.P.C.T., being the westerly northwest corner of the herein described tract;

THENCE with the south line of said 4.046 acre tract, the following bear (4) courses and distances:

1) East, 178.23 feet, to a 1/2" capped iron rod found for an interior corner of the herein described tract;

2) East, 192.23 feet, to a 1/2" capped iron rod found for the easterly southeast corner of the herein described tract;

3) East, 263.98 feet, to a 1/2" capped iron rod found for the northerly northeast corner of the herein described tract;

4) S 87°47'24" E, 126.89 feet, to a 1/2" capped iron rod found in the east line of said 13.94 acre tract, the west line of Lot 5, Block 1, L.B. Industrial Addition, plat of said subdivision recorded in Volume 2563, Page 743, of the Public Records of Parker County, Texas, (P.R.P.C.T.), being the easterly northeast corner of the herein described tract;

THENCE S 00°19'00" W, 175.45 feet, with the east line of said 13.94 acre tract, the west line of said Lot 5, to a 5/4" capped iron rod found for the northeast corner of said 3.439 acre tract, being the easterly southeast corner of said 13.94 acre tract and the herein described tract;

THENCE N 86°18'56" W, 245.86 feet, with the easterly south line of said 13.94 acre tract, the north line of said 3.439 acre tract, to a 1/2" iron pipe found for the northwest corner of said 3.439 acre tract, being an interior corner of said 13.94 acre tract and the herein described tract;

THENCE S 00°19'00" E, 802.46 feet, with the southerly east line of said 13.94 acre tract, the west line of said 3.439 acre tract, to the POINT OF BEGINNING, and containing 3.991 acres, more or less.

Surveyor's Certificate

Know All Men by These Presents:

That I, Zachariah B. Sewery, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision.

Provisionally, this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

Zachariah B. Sewery, Registered Professional Land Surveyor No. 5965
Texas Surveying, Inc. - Alamo Branch
208 S. Front St., Alamo, Texas 78009
alamosurveying.com • 817-441-5263
AM02595-0P (AM02595.CRD)

Field Date: August 31, 2023
Preparation Date: October 1, 2023

Surveyor's Notes

1) No abstract of title or title commitment was provided to this surveyor. Record research performed by this surveyor made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

2) Bearings, Distances, and/or Areas derived from GNSS observations and reflect NAD 83, Texas State Plane Coordinate System, North Central Zone 4202 (504)

3) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction.

4) Please consult all applicable governing entities regarding rules & regulations, that may affect construction on this property.

5) C.I.R.S. - 5/8" 1/2" iron rod with plastic cap stamped "Texas Surveying, Inc."

6) All the items of this survey, this property appears to be located in the following special flood hazard areas:

Other Areas, Zone "X" - Areas determined to be outside the 0.2% annual chance floodplain, according to the F.I.R.M. Community Panel 48347C0450E, dated September 26, 2006, for up to date flood hazard information visit the official FEMA website at FEMA.gov

7) Although the 50 foot road easement as shown thereon (Broadway Business) is most recently described in the agreement filed in 202233822, the following recorded documents are also relevant and/or related: V.204, P. 182, V. 205, P. 102, V. 232, P. 102 & 202233994, R.P.P.C.T.

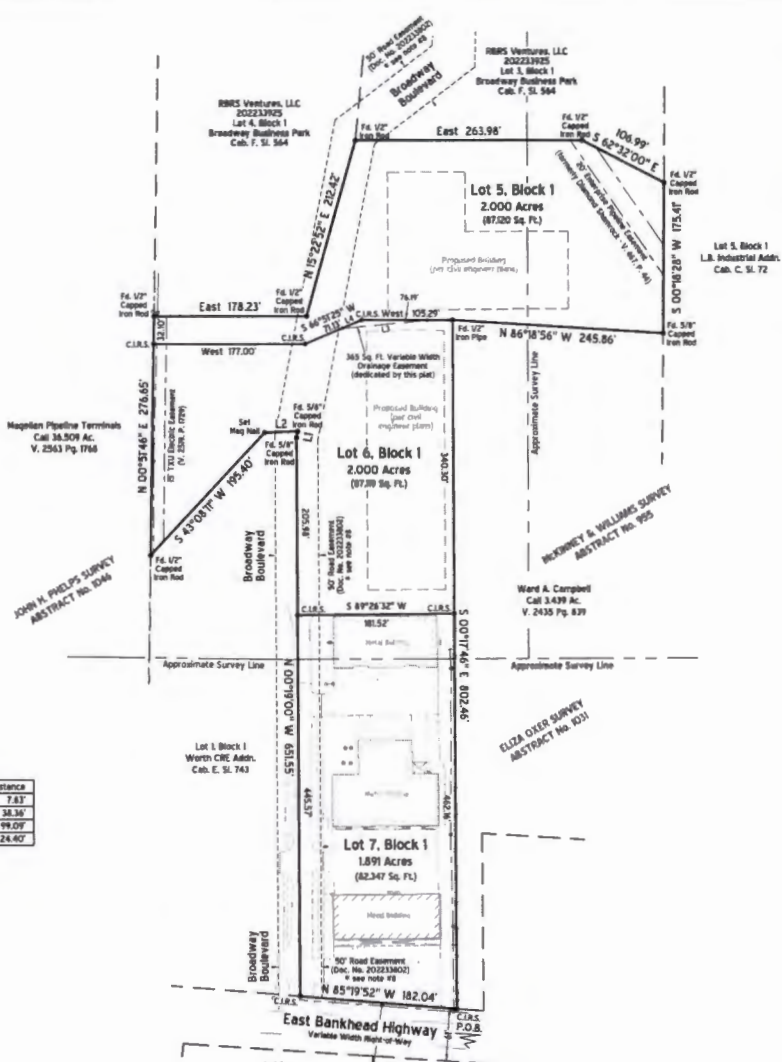
City of Willow Park Notes

8) Special Notice: setting a portion of this addition by notes and bounds is a violation of City and county ordinance and state law, and is subject to fines and withholding of utilities and building permits.

9) Lots 5 & 6, Block 1: Water is to be provided by private sewer wells. Sanitary sewer services to be provided by private on-site septic facilities.

10) Lot 7, Block 1: Water is currently provided by City of Willow Park. Sanitary sewer services to be provided by private on-site septic facility.

| Line | Bearing | Distance | 7.83 |
|------|---------------|----------|------|
| L1 | N 10°49'46" E | 7.83 | |
| L2 | S 87°47'24" E | 38.36 | |
| L3 | S 87°47'24" W | 99.09 | |
| L4 | N 64°30'25" E | 24.60 | |



NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, WFO Bankhead Park, L.L.C. acting herein by and through its duly authorized officers, does hereby certify and adopt this plat depicting the herein above described property as Lots 5-7, Block 1, Broadway Business Park 2, an addition to the Extraterritorial Jurisdiction of the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use hereof, the streets and alley shown thereon. WFO Bankhead Park, L.L.C. does hereby certify the following: 1. The streets and alleys are dedicated for street and alley purposes. 2. All public improvements and dedications shall be free and clear of all liens, claims, and/or encumbrances. 3. The easements and public use areas, or shares, are dedicated for the public use hereof for the purposes indicated on this plat. 4. No building, fences, trees, shrubs, or other improvements or structures shall be constructed or placed upon, over or across the easements or shares except that landscape improvements may be placed in landscape easements if approved by the City of Willow Park. 5. The City of Willow Park, in not requiring for recording any improvement on this plat, in order to cover any easements caused by maintenance or repair. 6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same under the easement limits the use by particular utilities, said use by public utilities being subordinate to the public's and the City of Willow Park's use thereof. 7. The City of Willow Park and public utilities shall have the right to remove and keep removed all or parts of any building, fence, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements. 8. The City of Willow Park, and public utilities shall at all times have the full right of ingress and egress to and from their respective easements for the purpose of constructing, reconstructing, inspecting, installing, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time permission from anyone. 9. All modifications to this document shall be by means of plat and approved by the City of Willow Park.

Witness my hand at _____ County, Texas
this _____ day of _____, 2023.

WFO Bankhead Park, L.L.C. (Owner)
VCCD Management, LLC (Managing Member for WFO Bankhead Park, L.L.C.)
VCCD Admin (Managing Member for VCCD Management, LLC)

State of Texas
County of _____

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the above foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entity and in the capacities stated.

Given under my hand and seal of office on this _____ day of _____, 2023.

Notary Public in and for the State of Texas _____

Liability Acknowledgment:
The Limitation hereby consents to the plat of Lots 4-6, Block 1, Broadway Business Park 2, as shown herein.

By: _____
Name & Title of Authorized Representative _____

Date: _____

State of Texas
County of _____

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the above foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entity and in the capacities stated.

Given under my hand and seal of office on this _____ day of _____, 2023.

Notary Public in and for the State of Texas _____

State of Texas
County of _____

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the above foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entity and in the capacities stated.

Given under my hand and seal of office on this _____ day of _____, 2023.

Notary Public in and for the State of Texas _____

State of Texas
County of _____

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the above foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entity and in the capacities stated.

Given under my hand and seal of office on this _____ day of _____, 2023.

Notary Public in and for the State of Texas _____

State of Texas
County of _____

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the above foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entity and in the capacities stated.

Given under my hand and seal of office on this _____ day of _____, 2023.

Notary Public in and for the State of Texas _____

Preliminary Plat
Lots 5-7, Block 1
Broadway Business Park II
an addition to the Extraterritorial Jurisdiction
of the City of Willow Park, Parker County, Texas

Being a 5.891 acre tract situated in the
MCKINNEY & WILLIAMS SURVEY, ABSTRACT No. 955,
the ELIZA OXER SURVEY, ABSTRACT No. 1031, and the JOHN
H. PHELPS SURVEY, ABSTRACT No. 1046, Parker County, Texas

September 2023

TEXAS SURVEYING

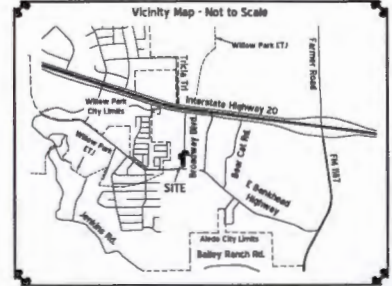
ALEDO BRANCH • 817-441-5263
FORM NO. 1074-1122 - ALEDO TEXAS SURVEYING

City of Willow Park, Texas
City Council

Note: this plat is valid only if recorded within
six (6) months after date of approval.

Plat Approved _____
Date: _____

By: _____ City Mayor
Attest: _____ City Secretary



Plat Cabinet _____ Slide _____



EXHIBIT B

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

The undersigned owners of the hereinafter described property, approximately 8.046 acres as described and depicted in attached Exhibit "A", RBRS Ventures, LLC (the "Owner"), hereby waives the requirement to be offered a development agreement pursuant to Section 43.016, and petition your honorable City Council to extend the present city limits so as to include as part of the City of Willow Park, Texas, the following described territory, to wit (the "Property"):

See attached Exhibit "A" which is the metes and bounds description of the approximately 8.046 acres to be annexed and a final plat map of the 8.046 acres, incorporated herein as though set out in full.

As the Owner of the Property, we certify that the above-described Property is contiguous and adjacent to the City of Willow Park, Texas city limits, and/or will be contiguous and adjacent to the City of Willow Park, Texas following the annexation of contiguous and adjacent land and that this petition is signed and duly acknowledged by each and every person having an interest in the Property.

RBRS Ventures, LLC

Signed: _____

Title: _____

Date: _____

THE STATE OF TEXAS

COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared _____, in his capacity as _____ of RBRS Ventures, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed in the capacity therein indicated.

Given under my hand and seal of office, this _____ day of _____, 2023.

Notary Public in and for
Parker County, Texas

EXHIBIT C

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 8.046 acres, RBRV Ventures, LLC (hereinafter collectively 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 certain real property (hereinafter referred to as the "Property") in Parker County, Texas, which is particularly described and/or depicted in Exhibit A attached hereto and 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 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 the owner of the approximately 8.046 acres of Property described in Exhibit "A" attached hereto and incorporated herein as though set out in full.

- (h) Property. The word "Property" means the approximately 8.046 acres of land located within Parker County, Texas, as is more particularly described and or depicted in Exhibit "A" of this Agreement, which are is 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 1

Services to be Provided: The City of Willow Park receives fire suppression service from the Parker County Emergency Services District 1. Fire suppression will continue to be available to the area upon annexation through Parker County Emergency Services District 1. Fire prevention activities will be provided by the City Fire Marshall's office.

POLICE

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

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: County Street Maintenance

Services to be Provided: Maintenance to the streets will be provided by the City of Willow Park on the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Services to be Provided: Developers will provide storm water drainage improvements at their own expense and will be inspected by the City Engineers at the time of completion. The City will then maintain the drainage improvements, upon approval, and acceptance.

STREET LIGHTING

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.

TRAFFIC ENGINEERING

Services to be Provided: The City of Willow Park Public Works Department will provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Services to be Provided: Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be proved in accordance with utility extension ordinances and the Developer’s Agreement entered into by and between the Parties, which is incorporated herein as though set out in full (the “Developer’s Agreement”). Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Services to be Provided: Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer

service shall be provided in accordance with utility extension ordinances and the Developer’s Agreement. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

Services to be Provided: Solid Waste Collection shall be provided to the area upon annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with 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
Willow Park, Texas 76087
Attn: City Manager
Telephone: 817/441-7108

if to Owner: RBRS Ventures, LLC

Attn: _____
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:

Crystal Dozier, City Secretary

APPROVED AS TO FORM:

William P. Chesser, City Attorney

OWNER

RBRS Ventures, LLC

By: _____

Title: _____

Date: _____

STATE OF TEXAS
COUNTY OF PARKER

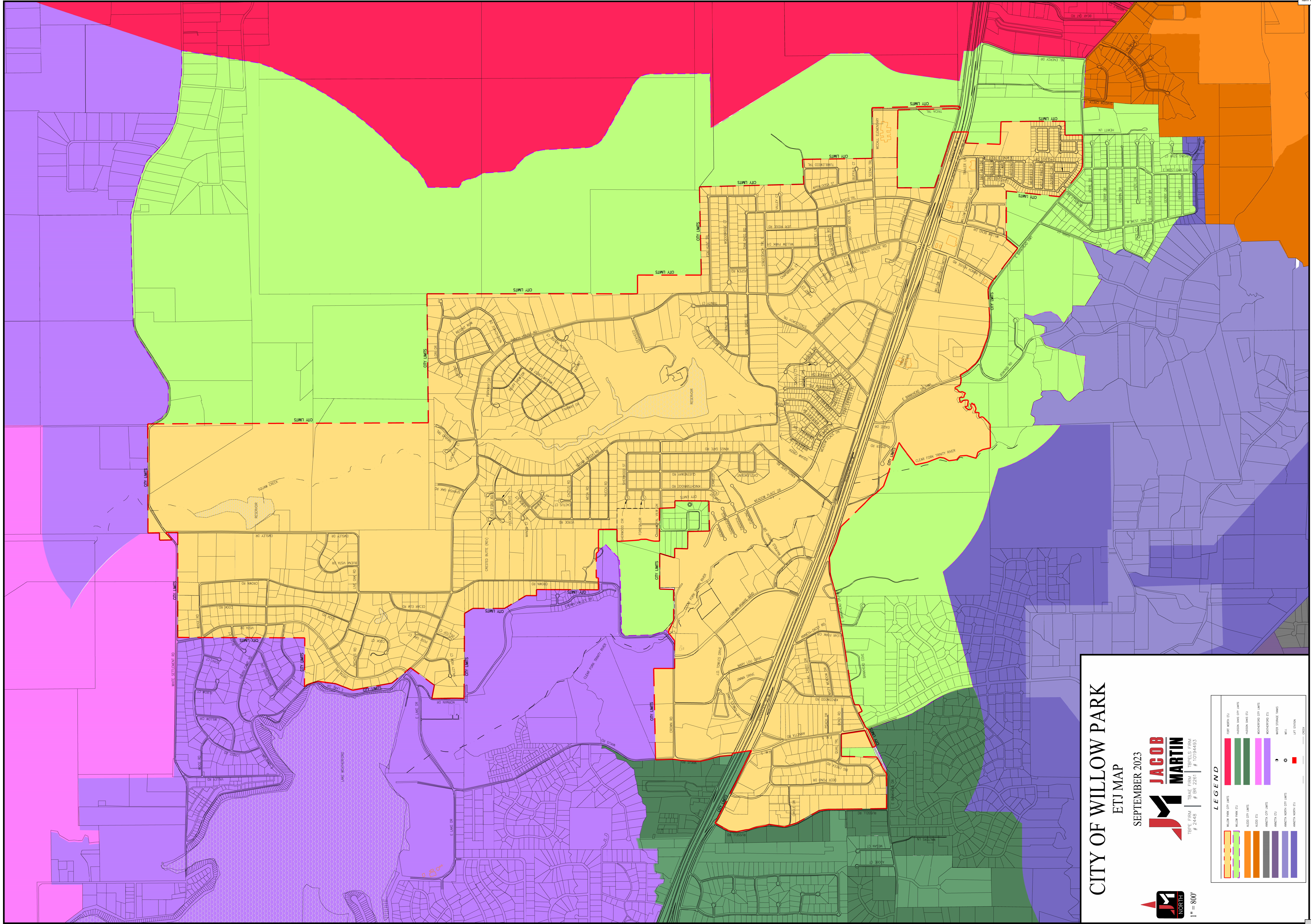
This instrument was acknowledged before me on the _____ day of _____ by Doyle Moss, Mayor of the City of Willow Park, Texas, a Type A general law municipality, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF PARKER

This instrument was acknowledged before me on the _____ day of _____ by _____, in his capacity as _____ of RBRS Ventures, LLC, owner of the property.

Notary Public, State of Texas



CITY OF WILLOW PARK ETJ MAP

SEPTEMBER 2023



TEBE'S FIRM # 2448
TEBE'S FIRM # BR. 2261
TEBE'S FIRM # 10194483



1" = 800'

LEGEND

| | | | |
|--|-------------------------|--|-------------------------|
| | WILLOW PARK CITY LIMITS | | ELDER WATERS EU |
| | WILLOW PARK EU | | HUTTON OAKS CITY LIMITS |
| | WOOD CITY LIMITS | | HUTTON OAKS EU |
| | WOOD EU | | WINDYBROOK CITY LIMITS |
| | WINDYBROOK CITY LIMITS | | WINDYBROOK EU |
| | WINDYBROOK EU | | WINDYBROOK TANKS |
| | WINDYBROOK TANKS | | WELL |
| | WINDYBROOK CITY LIMITS | | LIFT STATION |
| | WINDYBROOK EU | | SEWER |



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|---|--|-------------------------------------|
| Council Date: February 28, 2023 | Department: Planning & Development | Presented By: Toni Fisher |
|---|--|-------------------------------------|

AGENDA ITEM:

Consideration & Action: Final Plat for Country Hollow residential subdivision, 102 Lots, being 19.167 acres, John H. Phelps Survey Tract, Abstract No. 1046, in the City of Willow Park, Parker County, Texas.

BACKGROUND:

Applicant, History Maker Homes, and Property Owner, Scott Moehlenbrock, Red River Development, bring forth the final plat of the 19.17 acre tract, located south of 5720 East I-20 Service Road South, north of Hunters Glen residential subdivision, John H. Phelps Survey Tract, Abstract No. 1046. This Plat is subdividing one contiguous parcel, which was not previously platted, into 101 lots, 98 of which will be residential. This parcel is being platted for subdivision, development, and intended sale.

This property was annexed into the City of Willow Park on October 12, 2021 (Ordinance No. 843-21) and its zoning is a Planned Development District, approved by Council on April 12, 2022 (Ordinance No. 857-22).

The final plat shows all recorded easements and fixtures to the land. City services for water and sewer are available, intended, and included.

City Staff has reviewed the Final Plat, concerns have been addressed, and revisions are included on the attached documents. Planning & Zoning Commission has approved the Final Plat unanimously with a 3-0 vote.

STAFF RECOMMENDATION:

Staff recommends approval of the Final Plat for subject property.

EXHIBITS:

- Final Plat (11.30.22) – Country Hollow Addition
- Plat Application & Checklist
- Aerial photo of property

RECOMMENDED MOTION:

Approval of the Final Plat for Lots 1 through 101, residential subdivision of Country Hollow Addition, as presented.



City of Willow Park
Planning & Development Department
516 Ranch House Road
Willow Park, Texas 76087
Phone: (817) 441-7108
willowpark.org

PLAT APPLICATION

SUBMITTAL DATE: 08/04/2023

TYPE OF PLAT:

- Preliminary Plat
- Final Plat
- Replat
- Minor Replat
- Amended Plat
- Vacating Plat

PROPERTY INFORMATION:

Project Name: Country Hollow

Legal Description: Remainder Tract of D&M, A TEXAS GENERAL PARTNERSHIP VOL. 1403 PG. 113 R.P.R.P.C.T.

Name of Subdivision(s): Country Hollow **Phase:** NA

Project Address/Location: South of 5720 E IH20, West Freeway, Aleda, TX 76008

Existing Number of Lots: 101 **Proposed Number of Lots:** 102 **Gross Acreage:** 19.17

Current Zoning: PD-R5 **# of Street Intersections:** 5

PURPOSE for Platting, Replatting, Amending, or Vacating: _____

Minor adjustments to lot layout for building pads.

Add HOA lot for maintenance purposes.

1. APPLICANT:

Name(s): History Maker Homes

Business Name (if applicable): History Maker Homes

Mailing Address: 1038 Texas Trail City: Grapevine St: TX Zip: 76051

Phone Number: 972.754.2948 Email Address: rob.mcclain@jabezdevelopment.com

***Signature of Applicant (Required): *Rob McClain* DocuSigned by: 8/4/2023

DocuSigned by: 4A58B3CF86234DE...

2. PROPERTY OWNER OF RECORD:

Name(s): Scott Mohlenbrock

Business Name (if applicable): TH Willow Park, LLC

Mailing Address: 3333 Welbron St. STE 350 City: Dallas St: TX Zip: 75219

Phone Number: 4052456968 Email Address: scott@redriverdevelopment.com

***Signature of Owner of Record (Required): *Scott Mohlenbrock* DocuSigned by: 8/4/2023

DocuSigned by: 5AAC2F2B30BE440...

3. SURVEYOR:Name(s): TNPBusiness Name (if applicable): Teague Nall and PerkinsMailing Address: 3200 S. Interstate 35E, Suite 1129 City: Denton St: TX Zip: 76210Phone Number: 9403834177 Email Address: acox@tnpinc.com**4. ENGINEER:**Name(s): TNPBusiness Name (if applicable): Teague Nall and PerkinsMailing Address: 3200 S. Interstate 35E, Suite 1129 City: Denton St: TX Zip: 76210Phone Number: 9403009554 Email Address: amilbitz@tnpinc.com**PRINCIPAL CONTACT:** Owner: _____ Applicant: X Surveyor: _____ Engineer: X

- Staff comment letters and mark-ups will be distributed only to the designated principal contact person
- Comments will be sent via email unless otherwise specified
- Contact person will be Collaborator status on MyGov (see City website for sign-up instructions)

UTILITY PROVIDERS: (For City informational purposes only; Contact of utilities is the responsibility of the Applicant)Electric Provider: ONCORWater Provider: City of Willow ParkWastewater Provider: City of Willow ParkGas Provider (if applicable): Texas OneGas**APPLICATION FEES**

(as per "Development Services Fee" schedule)

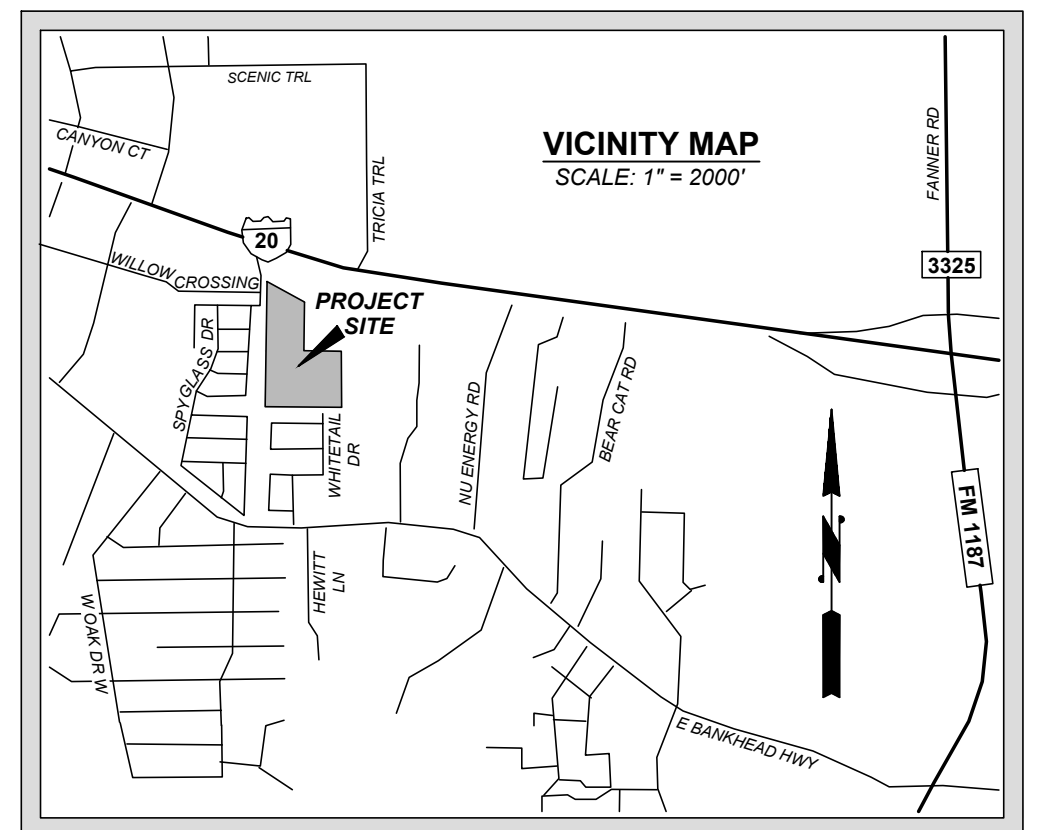
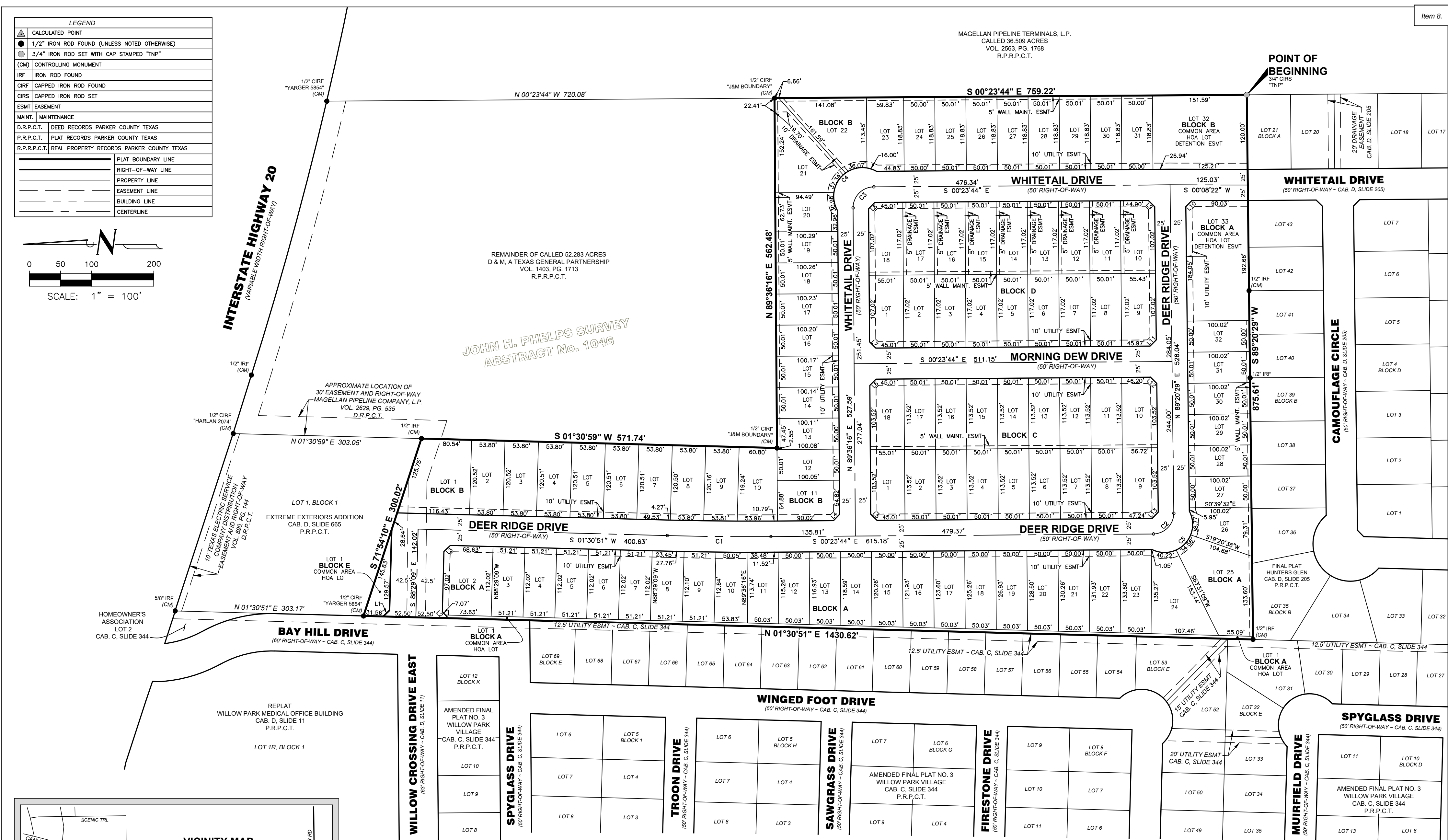
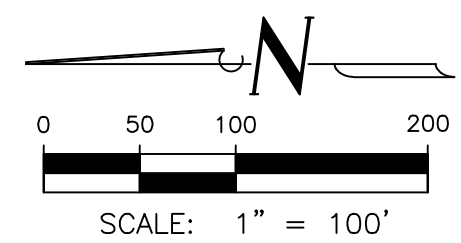
_____ **Preliminary Plat:** \$300.00 + \$15 PER LOTX **Final, Replat, Minor, Amended, Abandoned Plat:** \$300.00 + \$25 PER LOT

Additional fees (if applicable): Any reasonable fees and/or costs, which are required by the City of Willow Park for a proper review of this request, are the sole responsibility of the Applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building(s)/property inspections and/or testing(s).

Submittal Instructions:

- Email completed and executed **Plat Application, Plat Drawing**, and any/all supporting documentation necessary per **City of Willow Park Plat Submittal Checklist** (may be found on website) to the Planning & Development Department at permits@willowpark.org.
- You may pay the **Application Fee**, via check or credit card*: 1) in person/courier or US Mail to City of Willow Park, 516 Ranch House Rd, Willow Park, TX 76087; or, 2) by phone via credit card* at 817-441-7108 x103.
(*credit card convenience fees apply)

| LEGEND | |
|--------|--|
| | CALCULATED POINT |
| | 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE) |
| | 3/4" IRON ROD SET WITH CAP STAMPED "TNP" |
| | CONTROLLING MONUMENT |
| | IRON ROD FOUND |
| | CAPPED IRON ROD FOUND |
| | CAPPED IRON ROD SET |
| | EASEMENT |
| | MAINT. MAINTENANCE |
| | DEED RECORDS PARKER COUNTY TEXAS |
| | PLAT RECORDS PARKER COUNTY TEXAS |
| | REAL PROPERTY RECORDS PARKER COUNTY TEXAS |
| | PLAT BOUNDARY LINE |
| | RIGHT-OF-WAY LINE |
| | PROPERTY LINE |
| | EASEMENT LINE |
| | BUILDING LINE |
| | CENTERLINE |



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 43°29'09" E | 14.14' |
| L2 | N 46°30'51" E | 14.14' |
| L3 | S 43°29'09" E | 14.14' |
| L4 | S 45°23'44" E | 14.14' |
| L5 | N 44°36'16" E | 14.14' |
| L6 | S 45°23'44" E | 14.14' |
| L7 | N 44°36'16" E | 14.14' |
| L8 | S 45°23'44" E | 14.14' |
| L9 | S 44°28'23" W | 14.17' |
| L10 | N 45°15'35" W | 14.04' |
| L11 | N 45°31'37" W | 14.11' |
| L12 | S 44°28'23" W | 14.17' |
| L13 | N 45°31'37" W | 14.11' |

CURVE TABLE

| CURVE | DELTA ANGLE | RADIUS | CHORD BEARING | CHORD LENGTH | ARC LENGTH |
|-------|-------------|----------|---------------|--------------|------------|
| C1 | 1°54'35" | 5000.76' | S 00°33'34" W | 166.66' | 166.67' |
| C2 | 88°12'53" | 33.50' | S 45°31'37" E | 46.63' | 51.58' |
| C3 | 90°00'00" | 33.50' | S 45°23'44" E | 47.38' | 52.62' |
| C4 | 149°55'25" | 46.01' | N 45°45'59" W | 88.86' | 120.38' |
| C5 | 144°34'37" | 45.01' | S 45°33'25" E | 85.75' | 113.57' |

SURVEYOR
teague nall and perkins
 3200 S. Interstate 35E, Suite 1129
 Denton, Texas 76210
 940.383.4177 ph 940.383.8026 fx
 www.tnppinc.com
 TBPELS FIRM 10011601

OWNER
 TH WILLOW PARK, LLC
 3333 Welborn St., Suite 350
 Dallas, Texas 75219
 PH: 405-245-6968

DEVELOPER
 HISTORY MAKER HOMES
 1038 Texas Trail
 Grapevine, Texas 76051
 PH: 833-711-1949

FINAL PLAT
COUNTRY HOLLOW
 BEING 19.167 ACRES OF LAND
 SITUATED IN THE JOHN H. PHELPS SURVEY, ABSTRACT NO. 1046
 City of Willow Park, Parker County, Texas
 OCTOBER 2023
 SHEET 1 OF 2

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF PARKER §

BEING a 19.167-acre tract of land situated in the John H. Phelps Survey, Abstract No. 1046, in the City of Willow Park, Parker County, Texas, being part of the remainder called 52.283-acre tract of land as described in deed to D & M, a Texas General Partnership, recorded in Volume 1403, Page 1713 of the Real Property Records of Parker County, Texas (R.P.R.P.C.T.), and being more particularly described as follows:

BEGINNING at a 3/4-inch iron rod with cap stamped "TNP" set at the southeast corner of the remainder of said 52.283-acre tract, same being the northeast corner of Lot 21 in Block A of Hunters Glen, an Addition to the City of Willow Park, Texas, according to the Plat recorded in Cabinet D, Slide 205 of the Plat Records of Parker County, Texas (P.R.P.C.T.), and located in the west line of a called 36.509-acre tract of land as described in deed to Magellan Pipeline Terminals, L.P., recorded in Volume 2563, Page 1768 (R.P.R.P.C.T.);

THENCE South 89°20'29" West, departing the west line of said 36.509-acre tract, and along the common north line of said Hunters Glen Addition and the south line of the remainder of said 52.283-acre tract, a distance of 875.61 feet to a 1/2-inch iron rod found at the northwest corner of Lot 35, Block B in said Hunters Glen Addition, same being the southwest corner of the remainder of said 52.283-acre tract, and located in the east line of Lot 31 in Block E of the Amended Final Plat No. 3 of Willow Park Village, an Addition to the City of Willow Park, Texas, according to the Plat recorded in Cabinet C, Slide 344 (P.R.P.C.T.);

THENCE North 01°30'51" East, departing the north line of said Block B, and along the common east line of said Willow Park Village Addition and the west line of the remainder of said 52.283-acre tract, a distance of 1430.62 feet to a 1/2-inch iron rod with cap stamped "YARGER 5854" found at the southwest corner of Lot 1 in Block 1 of the Extreme Exteriors Addition, an Addition to the City of Willow Park, Texas, according to the Plat recorded in Cabinet D, Slide 665 (P.R.P.C.T.), same being the most westerly northwest corner of the remainder of said 52.283-acre tract;

THENCE South 71°54'10" East, departing the east line of said Willow Park Village, and along the common southwesterly line of said Block 1 and the northeasterly line of the remainder of said 52.283-acre tract, a distance of 300.02 feet to a 1/2-inch iron rod found at the southeast corner of said Block 1, same being an interior corner of the remainder of said 52.283-acre tract;

THENCE South 01°30'59" West, departing the last stated common line, over and across the remainder of said 52.283-acre tract, a distance of 571.74 feet to a 1/2-inch iron rod with cap stamped "J&M BOUNDARY" found for corner;

THENCE North 89°36'16" East, a distance of 562.48 feet to a 1/2-inch iron rod with cap stamped "J&M BOUNDARY" found at the intersection with the common east line of the remainder of said 52.283-acre tract and the west line of said 36.509-acre tract;

THENCE South 00°23'44" East, along the last stated common line, a distance of 759.22 feet to the **POINT OF BEGINNING**, and containing 19.167 acres of land, more or less.

NOW, THEREFORE, KNOW BY ALL MEN BY THESE PRESENTS, THAT TH WILLOW PARK, LLC acting herein by and through its duly authorized agents, does hereby certify and adopt this plat designating the herein described property as **COUNTRY HOLLOW**, an addition to the City of Willow Park, Parker County, Texas, and does hereby dedicate to the public use forever, the public right-of-way, easements, and encumbrances shown hereon.

TH WILLOW PARK, LLC, HEREIN CERTIFIES THE FOLLOWING:

- 1. The public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
2. The easements, streets, and public use areas, as shown, are dedicated for the public use forever for the purposes indicated or shown on this plat.
3. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City.
4. The City is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
5. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and the city's use thereof.
6. The City and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or public use in the easements.
7. The City and public utilities shall at all times have the right of ingress and egress to or from their respective easements for the purpose of constructing reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems or public use without the necessity of procuring permission from anyone.
8. Any modification of this document shall be by means of plat and shall be approved by the City.

TH WILLOW PARK, LLC

BY: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and considerations therein expressed and the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____.

Notary Public

My commission expires on _____.

PLAT NOTES:

- 1. The purpose of this Final Plat is to create 98 single-family residential lots and 4 common lots.
2. All Lot corners, angle points, PC's and PT's are marked with a 3/4 inch iron rod with cap stamped "TNP" set, unless otherwise noted.
3. Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202: NAD83 (2011) Epoch 2010) as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000152216 to scale from grid to surface.
4. Common Areas of Lot 1/Block A, Lot 33/Block A, Lot 32/Block B, and Lot 1/Block E, shall be maintained by the established Home Owner's Association (HOA).
5. This property lies within ZONE "X" (UNSHADED), as depicted by scaled map location and graphical plotting of FEMA Flood Insurance Rate Map, Community Panel No. 48367C0450E, Map Revision Date September 26, 2008 and Community Panel No. 48367C0425F, Map Revision Date April 5, 2019. ZONE "X" (UNSHADED) - Other Areas is defined as areas determined to be outside the 0.2% annual chance floodplain.

SURVEYOR'S CERTIFICATE

I, Marvin King, Registered Professional Land Surveyor, State of Texas, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were found or set as described, and that this plat correctly represents the survey made by me or under my direct supervision was prepared in accordance with the Platting Rules and Regulations of the City of Willow Park, Texas.

PRELIMINARY, THIS DOCUMENT IS FOR REVIEW PURPOSES ONLY AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. TBPELS RULE §138.33 (e)

Marvin King, R.P.L.S.
Texas Registration Number 5581

THIS DOCUMENT WAS RELEASED ON OCTOBER 11, 2023 FOR REVIEW PURPOSES ONLY. BY MARVIN KING, RPLS NO. 5581. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS RULE §138.33 (e).

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Marvin King, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____.

Notary Public

My commission expires on April 4, 2026.

APPROVED BY THE CITY OF WILLOW PARK
APPROVED BY CITY COUNCIL CITY OF WILLOW PARK
SIGNED: MAYOR DATE
ATTEST: CITY SECRETARY DATE

Table with 4 columns: BLOCK, LOT, SQ FT, AC. Rows 1-33.

Table with 4 columns: BLOCK, LOT, SQ FT, AC. Rows 1-32.

Table with 4 columns: BLOCK, LOT, SQ FT, AC. Rows 1-18.

Table with 4 columns: BLOCK, LOT, SQ FT, AC. Rows 1-18.

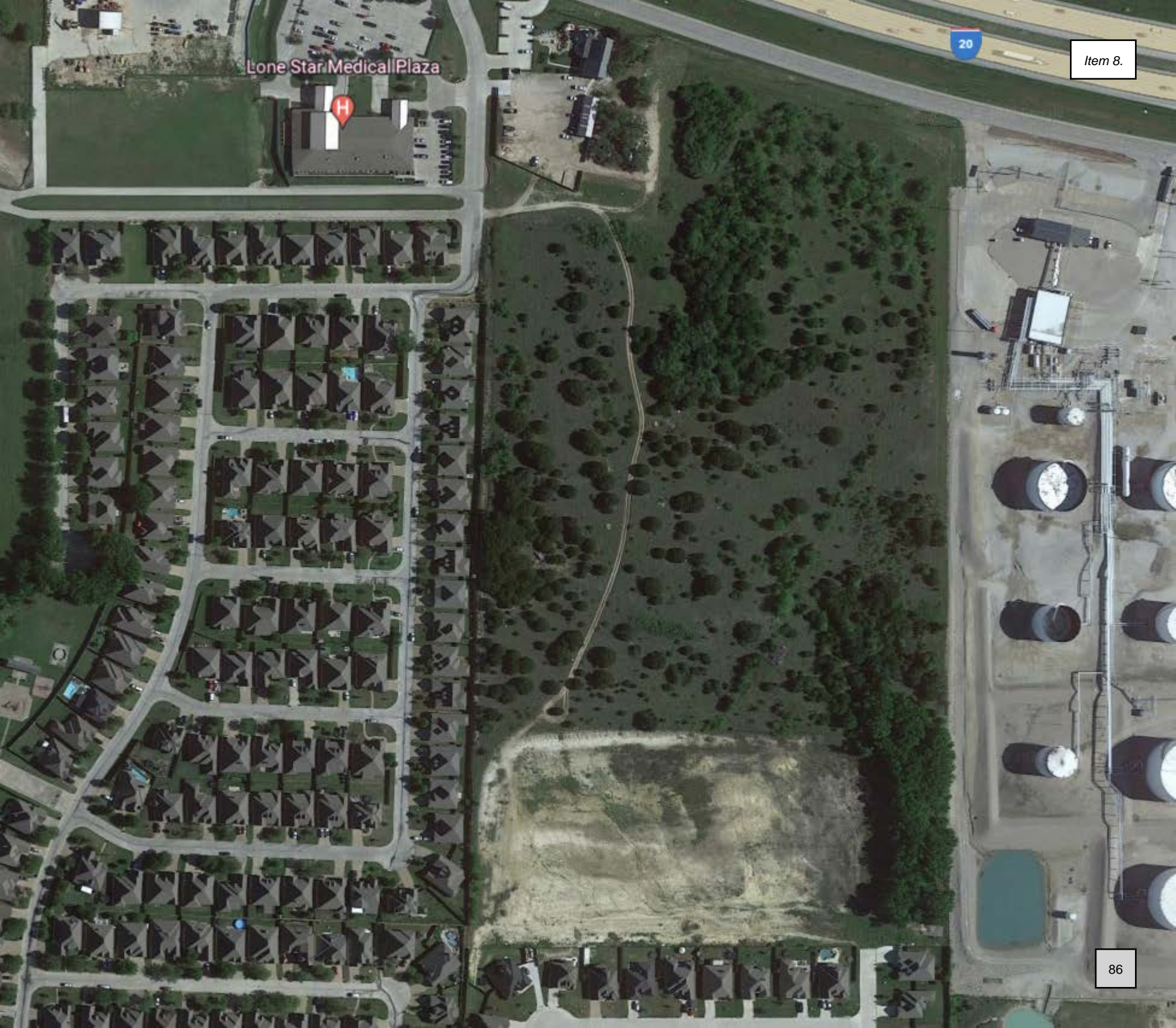
Table with 4 columns: BLOCK, LOT, SQ FT, AC. Row 1.

tnp teague nall and perkins
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940.383.4177 ph 940.383.8026 fx
www.tnpinc.com
TBPELS FIRM 10011601

OWNER
TH WILLOW PARK, LLC
3333 Welborn St., Suite 350
Dallas, Texas 75219
PH: 405-245-6968

DEVELOPER
HISTORY MAKER HOMES
1038 Texas Trail
Grapevine, Texas 76051
PH: 833-711-1949

FINAL PLAT
COUNTRY HOLLOW
BEING 19.167 ACRES OF LAND
SITUATED IN THE JOHN H. PHELPS SURVEY, ABSTRACT NO. 1046
City of Willow Park, Parker County, Texas
OCTOBER 2023



Lone Star Medical Plaza

20

Item 8.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|--|--|
| Meeting Date: October 24, 2023 | Department: Planning & Development and Administration | Presented By: Bryan Grimes Bill Funderburk Toni Fisher |
|--|--|--|

AGENDA ITEM:

Discussion: Water and Wastewater Impact Fee Report.

BACKGROUND:

The Planning & Zoning Commission and an E.T.J. Representative were appointed by the City Council to serve as the “Capital Improvements Advisory Committee”. The purpose of this committee is to advise the City Council on matters related to the Water and Wastewater Impact Fees and, at as it did in August 2022, to assist with the adoption of the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

The Capital Improvement Advisory Committee met on October 17, 2023 to approve the minutes of the August 2022 meeting minutes and were presented the Impact Fee Report for the Fiscal Year 2022-23.

Impact Fees are charges and/or assessments imposed by a political subdivision on new development to generate revenue for funding or recouping the costs of capital improvements or facility expansion necessitated by and attributable to new development. An impact fee allows a city to recoup, from property developers, some of the costs new development places on city infrastructure. Tex. Loc. Gov’t. Code 395.004(4). Impact Fees may only be used to pay certain costs for: 1) Constructing capital improvements on facility expansions for water supply, treatment, and distribution facilities; 2) Wastewater collection and treatment facilities; 3) Stormwater drainage; and 4) Roadways. Tex. Loc. Gov’t. Code 395.001(1).

STAFF/BOARD/COMMISSION RECOMMENDATION:

N/A.

EXHIBITS:

- Impact Fee Report for Fiscal Year 2022-23

| ACCOUNT # | ACCOUNT NAME | BEGINNING BALANCE | CURRENT ACTIVITY |
|--------------|--|----------------------|---------------------|
| 44-000-11001 | CLAIM ON CASH - WATER IMPACT FEES | 295,941 | 9,732 |
| 45-000-11001 | CLAIM ON CASH - WASTEWATER IMPACT FEES | 149,695 | 6,496 |

CURRENT
BALANCE

310,662
156,191



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

| | | |
|--|--------------------------------------|---|
| Council Date: October 24, 2023 | Department: Administration | Presented By: Bill Funderburk |
|--|--------------------------------------|---|

AGENDA ITEM:

Discussion/Action of Approving Agreement with North Texas Inspection Service, L.L.C. to Provide Commercial and Residential Inspections.

BACKGROUND:

We are in the need to have a backup option for Chief Building Official, Randy Law. Since Randy is our only building inspector, at times we need inspections when he is sick or on vacation. NTIS will provide this service as needed. NTIS will perform these duties at a cost of Commercial/ Multi-Family, \$150.00 per inspection and Residential at \$75.00 per inspection.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the City Council approve agreement with NTIS.

EXHIBITS:

Agreement.

RECOMMENDED MOTION:

Motion to approve agreement with North Texas Inspection Service to provide inspection services.

STATE OF § TEXAS
COUNTY OF § PARKER

This Consultant Agreement (hereinafter referred to as "Agreement") is entered into by and between the City of Willow Park and North Texas Inspection Service, L.L.C. (hereinafter referred as "NTIS"). In consideration of the mutual promises herein contained the party's agree as follows:

RECITALS

It is the desire of City to engage the services of NTIS to provide plan review and building inspection services. NTIS shall provide services in its capacity as an independent contractor. As requested by City, inspection services shall be provided on all new building construction and building construction in progress upon the date of execution of this agreement. Such services shall include the review of plans performance of on-site inspections, the issuance of written reports related to each inspection, and other services necessary for the performance of NTIS's obligations under this agreement (hereinafter "Services").

TERMS

Term/termination. This Agreement shall be for an initial period of one (1) year, commencing on the ___ day of _____, 20__ and may be extended for five (5) additional one-year periods by mutual written agreement of the parties. NTIS may terminate this agreement at any time for any reason upon receipt by CITY of at least thirty (30) days prior written notice. CITY may terminate this Agreement at any time for any reason upon receipt by NTIS of at least thirty (30) days prior written notice.

1. **Scope of work/Compensation.** NTIS shall review, and prepare plans exam and inspection costs for the City. NTIS shall provide written notice of the costs to the applicant and City. The applicant shall pay City and City shall then pay NTIS as specified in this Agreement. *There shall be no permit issued or inspection approval by NTIS until all code and ordinances adopted by the City are met.* Permits shall be issued when copies of all applications, completed plans, and fees have been provided to the City. NTIS shall be compensated in accordance with the following fee schedule for Services provided hereunder. Such fees shall be full and complete compensation for the Services performed:

- A. NTIS will preform *stand-alone* inspections on *existing Commercial & Multi-Family Homes* at a total cost of One Hundred Fifty Dollars (\$150.00) per inspection.
- B. NTIS will preform *stand-alone* inspections on existing *Residential* at a total cost of Seventy-Five dollars (\$75.00) per inspection.

2. **Independent Contractor.** It is expressly understood and agreed that NTIS will perform the Services hereunder as an independent contractor and not as an officer or employee of The City; that NTIS has the right to control the day-to-day details of the Services performed under this agreement; that the manner and means of the performance of the Services by NTIS hereunder are within the sole discretion of NTIS; other than the providing of an end result, which must comply with requirements promulgated by the City; that the doctrine of respondent superior shall not apply as between the City and NTIS in that nothing herein shall be construed as creating a partnership or joint enterprise between the City and NTIS. NTIS will have no authority to bind City or otherwise incur liability on behalf of the City. Further, the City will have no obligation to provide insurance or other benefits for or on behalf of NTIS and all taxes due on compensation received by NTIS hereunder shall be the sole responsibility of NTIS.

3. **Indemnification/Remedies Cumulative.** NTIS, its, officers, agents, employees, contractors, subcontractors, permitted assigns, grantees, trustees and other legal representatives do hereby agree to fully release, indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, contractors and subcontractors from and against all claims, suits, losses, demands, judgments and costs, including reasonable attorney's fees and expenses, which in any way are related to, arise out of, result from, or accrue as a result of the services performed by NTIS, its officers, agents, employees, contractors, subcontractors, licensees, invitees, or any other third parties for whom NTIS is legally responsible (hereinafter "Claim"). NTIS is expressly required to defend City against all such Claims to the extent requested by the City. NTIS's indemnification obligation shall be in addition to all rights, remedies, and privileges available at law or in equity. All such rights, remedies and privileges are cumulative and not exclusive, and the exercise of one or more such rights, remedies or privileges shall not be a waiver or election of remedies to any other right, remedy or privilege. Likewise, one (1) or more instances of forbearance by City in the exercise of its rights, remedies or privileges hereunder shall in no way constitute a waiver of the exercise of any such rights, remedies, or privileges.
4. **Insurance.** At its sole cost and expense, NTIS shall purchase and maintain comprehensive general liability insurance, auto liability coverage, and worker's compensation insurance covering the liability assumed under the indemnification provisions of this Agreement. At minimum, such coverage shall be in amount equal to the limitations of City's liability as specified in the Texas Tort Claims Act. General liability coverage shall be provided on an occurrence basis. Workers compensation coverage shall be in an amount specified under applicable law. Certificates of insurance shall be provided to the City upon execution of this Agreement, shall list the City as additional insured, and shall provide City with a waiver of subrogation for worker's compensation coverage.
5. **Qualified.** NTIS represents and warrants that all persons performing Services for the City hereunder are qualified to perform such Services have current licenses and certifications to perform such Services as required by applicable law, and are in good standing with the appropriate regulatory authorities governing the Services performed by each such person under this agreement.
6. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the Services described herein. All prior agreements and understanding are hereby superseded. No amendments to this Agreement shall be effective unless in writing and signed by the parties hereto.
7. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and signed by the party giving the same and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the other party hereto at the address of that party set forth below or at such other address designated in writing by that party:

CITY: City of Willow Park

NTIS: North Texas Inspection Services
8220 Clifford St.
P.O Box 150629
White Settlement, TX 76108

- 8. **Successors and Assigns.** City and NTIS each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither City nor NTIS shall assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. Subject to the provision regarding assignment, this Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

Subject to the foregoing, to the extent reasonably necessary for NTIS to perform its duties hereunder, NTIS may engage the services of any agents or assistants which it may deem proper, and it may further employ, engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. The cost of the services of such agents or assistants shall be borne by NTIS at its sole cost and expense. NTIS further agrees that retaining the services of agents or assistants for any portion or feature of the work, or materials required in the performance of this Agreement, shall not relieve NTIS from its full obligations to City as provided by this agreement.

- 9. **Venue.** This Agreement shall be construed, defined and interpreted under the laws of the State of Texas. All obligations of the parties created hereunder are performable in the County of Tarrant, State of Texas. Exclusive venue shall lie in Tarrant County, Texas.

EXECUTED THIS _____ DAY OF _____, 20 ____ IN PARKER COUNTY, TEXAS.

CITY OF WILLOW PARK

NORTH TEXAS INSPECTION SERVICES, L.L.C.
Jim West
President