

ORDINANCE NO. O2024-21

AN ORDINANCE ANNEXING AN APPROXIMATE 27.856 ACRE TRACT OF LAND OWNED BY LEVERAGE MOCKINGBIRD L.P. INTO THE CITY OF WEATHERFORD, TEXAS, FOR ALL MUNICIPAL PURPOSES; APPROVING THE AGREEMENT REGARDING SERVICES AFTER ANNEXATION FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weatherford (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Leverage Mockingbird L.P. (“Property Owner”) owns the approximate 27.856-acre tract of land more fully described below in Exhibit “A” (“the Property”); and

WHEREAS, the Property Owner submitted a request for voluntary annexation of the Property, in accordance with Subchapter C-3 of Chapter 43, Texas Local Government Code; and

WHEREAS, the City Council desires to annex the Property into the City for all municipal purposes; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation of the Property was held before the Weatherford City Council on June 25, 2024; and

WHEREAS, the Property is contiguous to the City and is within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, an Agreement Regarding Services After Annexation for the Property has been prepared and is attached to and adopted with this Ordinance; and

WHEREAS, all requirements of law have been met for the annexation of the Property in compliance with Chapter 43 of the Texas Local Government Code.

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

SECTION 1.

The approximate 27.856-acre Property (commonly known as Selby Hill) located in Parker County, Texas, is hereby annexed to the City as a part of the City for all municipal purposes, and the City limits are extended to include the Property more particularly described and depicted on Exhibit “A”, attached to, and incorporated in this Ordinance for all purposes. In the event of any discrepancy in the written description above and the depiction on the Exhibit “A”, the depiction on Exhibit “A” shall control.

SECTION 2.

The owners and inhabitants of the Property is entitled to all of the rights and privileges of all other citizens and property owners of the City, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3.

The official map and boundaries of the City, previously adopted, are amended to include the Property as a part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed property as required by law.

SECTION 4.

The City Secretary is directed to file or cause to be filed a certified copy of this Ordinance in the offices of the county clerk of Parker County, Texas and with the Parker County Appraisal District.

SECTION 5.

The Agreement Regarding Services After Annexation for the Property is attached as Exhibit "B" and incorporated in this Ordinance, is approved in all things, and made a part of this Ordinance for all purposes.

SECTION 6.

This Ordinance shall be cumulative of all provisions of ordinances of the City of Weatherford, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7.

Should any section or part of this Ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 8.

Should this Ordinance for any reason be ineffective as to any part of the area hereby annexed to the City, such ineffectiveness of this Ordinance as to any such part or parts of any such area shall not affect the effectiveness of this Ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City every part of the Property described in Sections 1 of this Ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of the Property set out in Sections 1 of this Ordinance to be hereby annexed to the City any lands or area which are presently part of and included within the limits of any other city, town

or village, or which are not within the City's jurisdiction to annex, the same is hereby excluded and excepted from the area to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 9.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 16TH DAY OF JULY, 2024.

Paul Paschall, Mayor

ATTEST:

Andrea McDonald, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION (Commonly known as Selby Hill)

BEING a tract of land situated in the Will C. Kearby Survey, Abstract Number 2637, Parker County, Texas and being a portion of that certain called 44.2155 acre tract (Tract 2, Parcel B) as described in Special Warranty Deed with Vendors Lien to Leverage Mockingbird, L.P., as recorded in Instrument Number 202308562, Public Records, Parker County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an 8 inch wood post found for the northeast corner of said called 44.2155 acre tract, being the southeast corner of Silverstone at Pearson Ranch, Phase 9, as recorded in Cabinet F, Slide 49, Plat Records, Parker County, Texas and being in the west line of that certain called 35.193 acre tract of land described in deed to Ken Tolin and wife, Jean Tolin, as recorded in Volume 1190, Page 873, Public Records, Parker County, Texas, said post being in the existing City of Weatherford City Limit line as described in City of Weatherford Ordinance Number 1995-1;

THENCE S 00°36'43"W, a distance of 335.34 feet departing said City Limit line and along the east line of said called 44.2155 acre tract and the west line of said called 35.193 acre tract to a 3 inch wood post, being the southwest corner of said called 35.193 acre tract and the northwest corner of that certain called 12.544 acre tract of land described in deed to Philip Elkins and Melissa M. Cannon, as recorded in Instrument Number 201626666, Public Records, Parker County, Texas;

THENCE S 00°42'32"W, a distance of 332.19 feet continuing along the east line of said called 44.2155 acre tract and along the west line of said called 12.544 acre tract to a 3 inch wood post found, being the southwest corner of said called 12.544 acre tract and the northwest corner of that certain called 20.01 acre tract of land described in deed to Mark S. Binion, as recorded in Volume 1800, Page 366, Public Records, Parker County, Texas;

THENCE S 00°31'08"W, a distance of 303.02 feet continuing along the east line of said called 44.2155 acre tract and the west line of said called 20.01 acre tract;

THENCE S 00°06'30"E, a distance of 310.74 feet continuing along the east line of said called 44.2155 acre tract and the west line of said called 20.01 acre tract to a 3 inch wood post found;

THENCE S 00°11'48"E, a distance of 187.57 feet continuing along the east line of said called 44.2155 acre tract and the west line of said called 20.01 acre tract to a 3 inch wood post found, being the southwest corner of said called 20.01 acre tract and the northeast corner of that certain called 3.347 acre tract of land described in deed to TW Rock Investments, LLC, as recorded in Instrument Number 202304388, Public Records, Parker County, Texas;

THENCE S 00°00'47"W, a distance of 71.57 feet along the east line of said called 44.2155 acre tract and the west line of said called 3.347 acre tract to a 7 inch wood post found for the southeast corner of said called 44.2155 acre tract and the northeast corner of that certain called

15.607 acre tract of land described in deed to Judy Mauldin and Johnny Mauldin, husband and wife, as recorded in Instrument Number 201420127, Public Records, Parker County, Texas;

THENCE S 89°19'47"W, a distance of 85.24 feet along the common line of the south line of said called 44.2155 acre tract and the north line of said called 15.607 acre tract to a 4 inch wood post found;

THENCE N 88°57'10"W, a distance of 734.27 feet continuing along said common line;

THENCE N 80°53'50"W, a distance of 22.93 feet continuing along said common line to the approximate centerline of an un-named tributary to Underwood Branch and the aforementioned existing City of Weatherford City Limit line;

THENCE the following courses and distances along the approximate centerline of said un-named tributary and with said existing City of Weatherford City Limit line:

N 02°59'20"W, a distance of 97.32 feet;

N 31°45'16"W, a distance of 175.71 feet;

N 16°12'22"W, a distance of 158.85 feet;

N 05°25'21"E, a distance of 242.64 feet;

N 16°45'21"E, a distance of 297.68 feet;

N 44°53'48"E, a distance of 216.45 feet;

N 57°49'43"E, a distance of 238.03 feet;

N 23°54'51"E, a distance of 131.19 feet;

N 31°52'42"E, a distance of 240.42 feet to the common line of the north line of said called 44.2155 acre tract and the south line of said Silverstone at Pearson Ranch, Phase 9;

THENCE S 89°05'16"E, a distance of 350.00 feet along said common line and with said existing City of Weatherford City Limit line, returning to the Point of Beginning and containing 1,213,403 square feet or 27.856 acres of land, more or less.

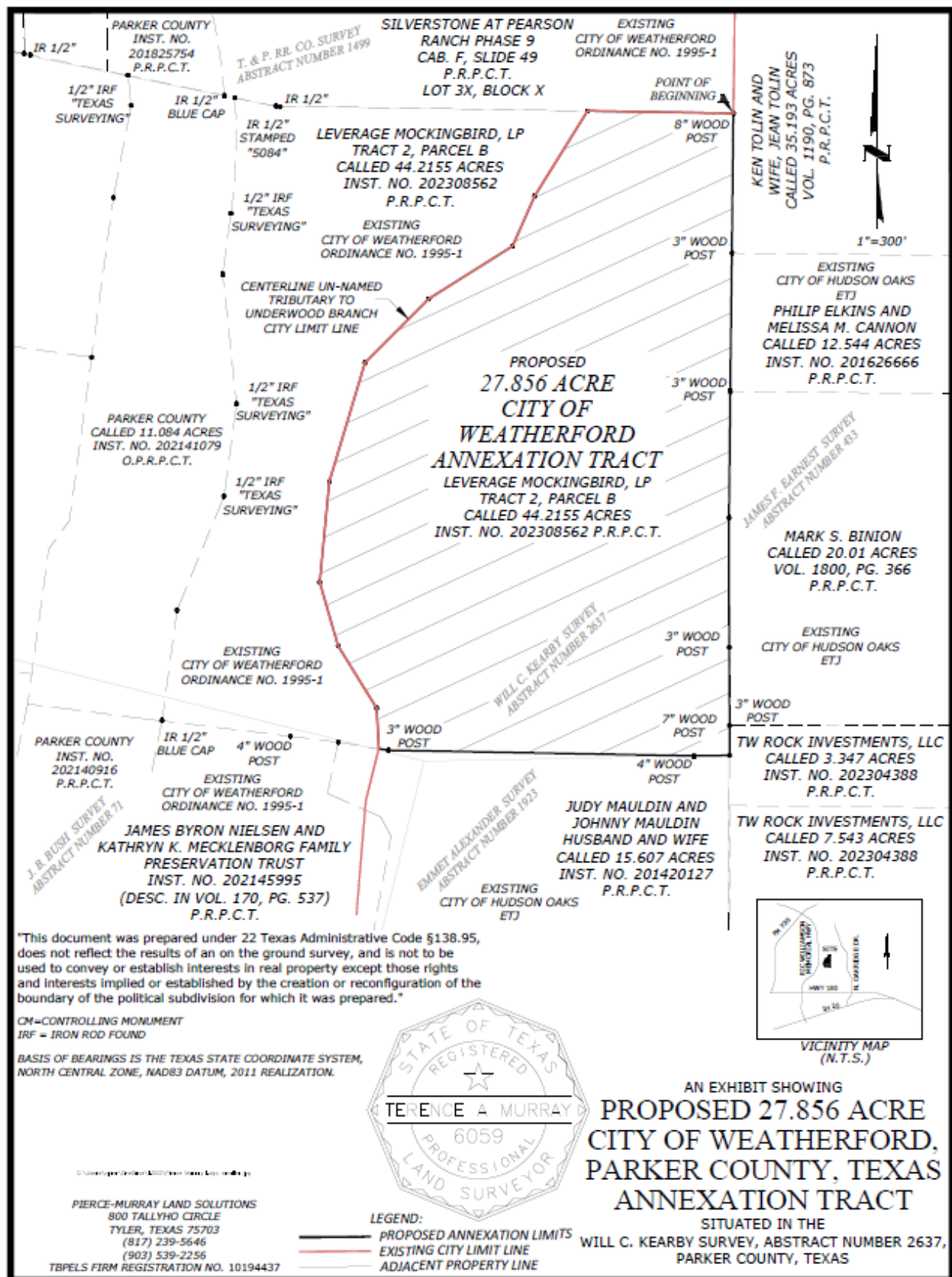


EXHIBIT “B”

AGREEMENT REGARDING SERVICES AFTER ANNEXATION

WHEREAS, Leverage Mockingbird LP (“Property Owner”) owns an approximate 27.856-acre tract of land, commonly known as Selby Hill (“the Property”) more particularly described and depicted on Exhibit “A” to the attached annexation ordinance, which tract is currently in the extraterritorial jurisdiction of the City; and

WHEREAS, the Property Owner desires to annex the Property into the City for all municipal purposes; and

WHEREAS, Section 43.0672 Texas Local Government Code, requires that the City and the Property Owner of the land being annexed enter into a written agreement regarding the provisions of services in the areas being annexed.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees to provide the following services to the areas after annexation:

1. **Upon the effective date of annexation the City will provide the following services to the newly annexed areas:**
 - A. **Police Protection.** The City will provide police protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with similar topography, land use and population.
 - B. **Fire Protection and Emergency Medical Service.** The City will provide fire protection to the newly annexed areas at the same or similar level of service now being provided to other areas of the City with similar topography, land use, and population. The City will respond to all dispatched calls and requests for service or assistance within the newly annexed areas.
 - C. **Solid Waste Collection.** The City will provide for the collection of solid waste and refuse in the newly annexed areas at the same fee as paid by other citizens within the city limits for the same service by the franchised solid waste provider.
 - D. **Maintenance of Water and Wastewater Facilities.** The City Council is not aware of the existence of any water facilities now located in or serving the areas proposed for annexation. The City Council is aware of the existence of an existing 12” wastewater main, owned by the City, located in the area proposed for annexation, but does not currently provide service to the area proposed for annexation.

If publicly owned water or wastewater facilities do exist in the areas, such facilities owned or maintained by the City at the time of the proposed annexation shall continue to be maintained by the City. Any water or wastewater facilities, which the City may acquire subsequent to the annexation of the proposed areas, shall be maintained by the City to the extent of its ownership. It is the intent of the City to

maintain all water and wastewater facilities in the annexed areas that are not within the service area of any other water or wastewater utility.

- E. Maintenance of Roads and Streets.** Roads, streets, or alleyways which have been dedicated to the City or which are owned by the City shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use, and population density. Lighting of roads, streets, and alleyways that may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City pursuant to the rules, regulations, and fees of the utility.
- F. Maintenance of Parks, Playgrounds and Swimming Pools.** The City Council is not aware of the existence of any parks, playgrounds or swimming pools now located in the areas proposed for annexation. If parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain the areas to the same extent and degree that it maintains parks, playgrounds, swimming pools, and other similar areas of the City.
- G. Maintenance of Publicly-Owned Facility, Building, or Municipal Service.** The City Council is not aware of the existence of any publicly-owned facility, building, or municipal service now located in or serving the areas proposed for annexation. If publicly-owned facilities, buildings, or municipal services do exist, the City will maintain the facilities and services to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.
- H. Electric.** The City Council is aware of the existence of City-owned electric facilities now located in the area proposed for annexation. The City-owned electric facilities that exist in the area at the time of the proposed annexation shall continue to be maintained by the City to the same extent and degree that it maintains similar facilities and services in other similar areas of the City.

2. Program for construction or acquisition of any capital improvements necessary for providing municipal service for the areas:

- A. In General.**

 - 1. The City policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances and utility extension regulations.
 - 2. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with Chapter 395, Texas Local Government Code. Nothing in this Agreement shall be interpreted to require a landowner within the newly annexed areas to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

3. There appear to be no public improvements of any kind other than existing State and county roads presently located in the areas to be annexed. The configuration of the area also makes it unlikely that any development will occur within the areas until adjacent land is developed.

- B. **Police and Fire Protection Services.** The City Council finds and determines it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police or fire protection services to the newly annexed areas and that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City with the same or similar topography, land use, and population density, without reducing by more than a negligible amount the level of police or fire services provided within the corporate limits of the City.
- C. **Water Facilities and Services.** The tract of land proposed for annexation is a portion of an overall 44.2155-acre tract of land, shown as Tract 2, Parcel B in the attached Exhibit A. Municipal water service is available through an existing 8" water main located in the public right-of-way on the east side of Ric Williamson Memorial Highway, approximately 200 feet north of the aforementioned Tract 2, Parcel B. Municipal water service is also available through an existing 24" water transmission main located in the public right-of-way on the east and west side of Ric Williamson Memorial Highway, approximately 500 feet south of the aforementioned Tract 2, Parcel B. Future development in and around the newly annexed areas will be required to extend water facilities from said water main and/or other existing facilities pursuant to the ordinances and utility policies of the City. Upon connection to existing mains, water will be provided at the rates established by the City.
- D. **Wastewater Facilities and Service.** Municipal wastewater service is available through an existing 12" wastewater main located within the area proposed for annexation. Future development in and around the newly annexed areas will be required to extend wastewater facilities from said wastewater main and/or other existing facilities pursuant to the ordinances and utility policies of the City, including gravity mains, force mains, and lift stations, as may be required. Upon connection to existing facilities, wastewater will be provided at the rates established by the City.
- E. **Roads and Streets.** When development occurs within the newly annexed areas, maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use, and development. Developers will be required pursuant to the ordinances of the City to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City for a properly dedicated street. The City will undertake to provide the same degree of road and street lighting as is provided in areas of similar topography, land use, and population density within the present corporate limits of the City.
- F. **Electric.** The City of Weatherford Municipal Utility System has the ability to serve electric to the newly annexed areas as determined by its certified electric service territory as granted by the Public Utility Commission of Texas. Any electric service provided would be according to the City's most current Electric Service Policy.

SPECIFIC FINDINGS

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed areas may differ somewhat from services provided to other areas of the City of Weatherford, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Weatherford, Texas will undertake to perform consistent with this Agreement so as to provide the newly annexed areas with the same type, kind and quality of service presently enjoyed by the citizens of the City of Weatherford, Texas who reside in areas of similar topography, land utilization and population.

In Witness Whereof, the parties have caused this Agreement to be executed by its undersigned duly authorized representative as of the date indicated below.

CITY OF WEATHERFORD, TEXAS

By: _____
Its: Paul Paschall, Mayor
Date: July 16th, 2024

ATTEST:

Andrea McDonald, City Secretary

OWNER: Leverage Mockingbird LP

By: _____
Its: _____
Date: _____

ATTEST:
