

ORDINANCE NO. 270

AN ORDINANCE OF THE CITY OF UHLAND, TEXAS ANNEXING 77.86 ACRES OF LAND, MORE OR LESS, LOCATED IN HAYS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, pursuant to §43.0671 of the *Tex. Loc. Gov't. Code*, the City of Uhland, Texas, is authorized to annex territory lying adjacent and contiguous to the City upon the landowner's request;

WHEREAS, the owner of the property, as hereinafter described, made a written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owner's request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the provision of services agreement attached hereto as Exhibit "B".

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Uhland:

All that certain area of land being 77.86 acres, more or less, situated in the Thomas B. Westbrook Survey, Abstract No. 468, Hays County, Texas, being out of a called 82.236-acre tract of land as conveyed unto Walton Texas, LP in Document No. 17005079, Official Public Records of Hays County, Texas, said property being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provision of services agreement attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Umland.

SECTION 6. That the Annexed Property shall be temporarily zoned Agricultural District “A” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this 13th day of October, 2021.

ATTEST:

CITY OF UHLAND, TEXAS

Kimberly Weatherford – City Secretary

Naomi Schrock, Mayor

Exhibit "A"
ANNEXED PROPERTY DESCRIPTION
+/- 77.86 ACRES

LEGAL DESCRIPTION:

FIELD NOTES FOR A 77.86 ACRE TRACT OF LAND IN THE THOMAS B. WESTBROOK SURVEY, ABSTRACT NO. 468, HAYS COUNTY, TEXAS, BEING OUT OF A CALLED 82.236 ACRE TRACT OF LAND AS CONVEYED UNTO WALTON TEXAS, LP IN DOCUMENT NUMBER 17005079, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 77.86 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the westerly right-of-way line of State Highway No. 21 (variable width R.O.W.) at the most easterly corner of said 83.236 acre tract, being the most southerly corner of a called 6,0000 acre tract of land as conveyed unto John Alan Anderson in Volume 3391, Page 582 of the Official Public Records of Hays County, Texas; THENCE, N 53' 41' 45" W, coincident with the common line of the 83.236 acre tract and said 6.0000 acre tract, a distance of 302.15 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 36' 18' 15" W, over and across the 82.236 acre tract, a distance of 590.23 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 82.236 acre tract and a called 5.0998 acre tract of land as conveyed unto Stripes, LLC in Volume 5196, Page 882 of the Official Public Records of Hays County, Texas, for another easterly corner of the herein described tract;

THENCE, N 46' 35' 58" W, coincident with the common line of the 83.236 acre tract and said 5.0998 acre tract, a distance of 158.25 feet to a calculated point at the common corner of the 82.236 acre tract and the 5.0998 acre tract, for a re-entrant corner of the herein described tract, from which a 1/2-inch rod with a cap stamped "RPLS 4532" found bears N 49' 37' 43" W, a distance of 0.66 feet;

THENCE, S 34' 30' 18" W, continuing coincident with said common line, a distance of 474.02 feet to a calculated point on the northerly right-of-way line of County Road 127 aka/High Road (variable width R.O.W.) at the common corner of the 82.236 acre tract and the 5.0998 acre tract for the westerly south corner of the herein described tract, from which a 1/2-inch rod with a cap stamped "KOLOOZIE" found, bears N 88' 07' 47" W, a distance of 0.15 feet;

THENCE, N 46' 34' 10" W, coincident with the common line of the 82.236 acre tract and said northerly right-of-way line, a distance of 2,234.43 feet to an 80d nail found at the common corner of the 82.236 acre tract and a called 221.858 acre tract of land as conveyed unto the Hays Consolidated Independent School District in Volume 3365, Page 790 of the Official Public Records of Hays County Texas, for the west corner of the herein described tract;

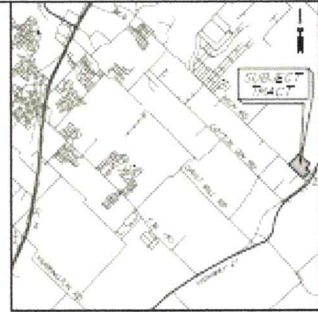
THENCE, N 42' 49' 46" E, departing said northerly right-of-way line, coincident with the common line of the 82.236 acre tract and said 221.858 acre tract, a distance of 1,624.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 82.236 acre tract and a called 44.837 acre tract of land as conveyed unto the Hays County Independent School District in Volume 3383, Page 632 of the Official Public Records of Hays County, Texas, for the north corner of the herein described tract;

THENCE, S 48' 48' 36" E, coincident with the common line of the 82.236 acre tract and said 44.837 acre tract, a distance of 1,651.69 feet to a 1/2-inch iron rod found at the common corner of the 82.236 acre tract and a called 6.189 acre tract of land as conveyed unto John Alan Anderson in Volume 915, Page 94 of the Official Public Records of Hays County, Texas for the most northeasterly corner of the herein described tract;

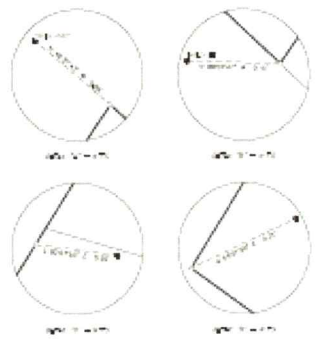
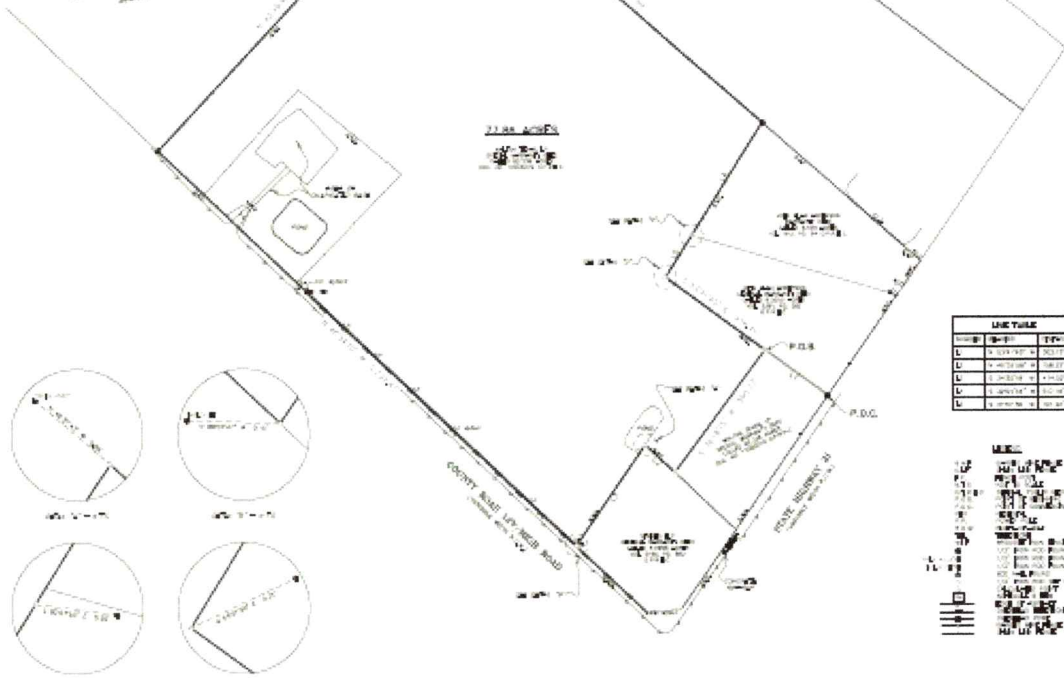
THENCE, S 32' 04' 54" W, coincident with the common line of the 82.236 acre tract and said 6.189 acre tract, a distance of 517.19 feet to a calculated point at the common corner of the 6.189 acre tract and the aforementioned 6.0000 acre tract of land for an angle point of the 82.236 acre tract and the herein described tract, from which a 1/2-inch rod found bears S 82' 07' 53" E, a distance of 0.35 feet;

THENCE, S 31' 57' 36" W, coincident with the common line of the 82.236 acre tract and said 6.0000 acre tract a distance of 191.22 feet to a calculated point at the common corner of the 82.236 acre tract and the 6.0000 acre tract for a re-entrant corner of the herein described tract, from which a 1/2-inch rod found, bears N 65' 01' 20" E, a distance of 0.31 feet;

THENCE, S 53' 41' 45" E, continuing coincident with said common line, a distance of 476.41 feet to the POINT OF BEGINNING and containing 77.86 acres of land, more or less.



**THOMAS B. WESTBROOK SURVEY,
ABSTRACT NO. 466**



USE TABLE		
CODE	DESCRIPTION	TYPE
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NOTES
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WARRANTY
 THE SURVEYOR ...
 I, ...
 do hereby certify that the above is a true and correct copy of the original survey as shown to me by the landowner ...

114-11-487
[Signature]
 [Seal]

114-11-487
 [Seal]

**ALTA/NPS LAND TITLE SURVEY
 OF 77.86 ACRES IN THE
 THOMAS B. WESTBROOK SURVEY,
 ABSTRACT NO. 466**

HAYS COUNTY, TEXAS
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 [Table with 2 columns and 2 rows]

Exhibit "B"

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR
PROPERTY TO BE ANNEXED INTO THE CITY OF UHLAND**

(Insert Executed Agreement)

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF UHLAND**

This Agreement is entered into by and between the City of Umland, Texas, a municipal corporation (“City”), and **Walton Texas, LP** and various owners of undivided tenant-in-common interests on whose behalf **Walton Texas, LP** is acting in its capacity as agent and operator (the "UDI Owners"), (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully herein and attached hereto as Exhibit A (the “subject property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will

provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the Caldwell/Hays Emergency Services District No. 1 fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the Hays/Caldwell Emergency Services District No. 1.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection and recycling. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. Maintenance of City-owned parks and playgrounds within the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" Agricultural District with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following services will be provided on a schedule and at increasing levels of service as provided herein:

- A. Water service and maintenance of water facilities as follows:
 - (i) Inspection of water distribution lines as provided by statutes of the State of Texas.
 - (ii) In accordance with the applicable rules and regulations for the provision of water services, water services to new development and subdivisions will be provided to the subject property, or applicable portions thereof, by the County Line Special Utility District (the "District"). Water utility services will be provided within the subject property on the same basis as provided in other areas of the District. The City reserves the right to negotiate with the owners of the District to acquire the service rights, however, nothing in this service plan shall be construed to obligate the City to provide water services within the territory of the District.
- B. Wastewater service and maintenance of wastewater service as follows:
 - (i) Inspection of sewer lines as provided by statutes of the State of Texas.
 - (ii) In accordance with the applicable rules and regulations for the provision of wastewater services, wastewater services to new development and subdivisions will be provided to the subject property, or applicable portions thereof, by the County Line Special Utility District (the "District"). Wastewater utility services will be provided within the subject property on

the same basis as provided in other areas of the District. The City reserves the right to negotiate with the owners of the District to acquire the service rights, however, nothing in this service plan shall be construed to obligate the City to provide wastewater services within the territory of the District.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment, subject to the terms of any agreements between the developer and the City that apply to the Property. No additional capital improvements are necessary at this time to service the subject

property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

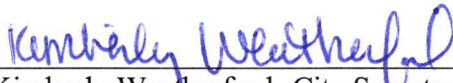
- (4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.
- (5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.
- (6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.
- (7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Hays County, Texas.
- (8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- (9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.
- (10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[Signature pages follow]

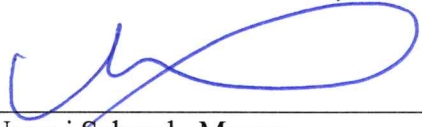
EXECUTED and AGREED to by the Parties this the 8th day of September, 2021.

ATTEST:

THE CITY OF UHLAND, TEXAS



Kimberly Weatherford, City Secretary



Naomi Schrock, Mayor

LANDOWNER(S):

Walton Texas, LP, acting for itself as an owner and for and on behalf of the UDI Owners in its capacity as agent and operator.

By: Walton Texas GP, LLC, its General Partner

By: Walton International Group, Inc., its Manager

By:  _____

Name (print): Ed Hadley

Title: Authorized Signatory

Date: September 3, 2021

Subject Property Description

LEGAL DESCRIPTION:

FIELD NOTES FOR A 77.86 ACRE TRACT OF LAND IN THE THOMAS B. WESTBROOK SURVEY, ABSTRACT NO. 468, HAYS COUNTY, TEXAS, BEING OUT OF A CALLED 82.236 ACRE TRACT OF LAND AS CONVEYED UNTO WALTON TEXAS, LP IN DOCUMENT NUMBER 17005079, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 77.86 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the westerly right-of-way line of State Highway No. 21 (variable width R.O.W.) at the most easterly corner of said 83.236 acre tract, being the most southerly corner of a called 6.0000 acre tract of land as conveyed unto John Alan Anderson in Volume 3391, Page 582 of the Official Public Records of Hays County, Texas; THENCE, N 53' 41' 45" W, coincident with the common line of the 83.236 acre tract and said 6.0000 acre tract, a distance of 302.15 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 36' 18' 15" W, over and across the 82.236 acre tract, a distance of 590.23 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 82.236 acre tract and a called 5.0998 acre tract of land as conveyed unto Stripes, LLC in Volume 5196, Page 882 of the Official Public Records of Hays County, Texas, for another easterly corner of the herein described tract;

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THENCE, S 34' 30' 18" W, continuing coincident with said common line, a distance of 474.02 feet to a calculated point on the northerly right-of-way line of County Road 127 aka/High Road (variable width R.O.W.) at the common corner of the 82.236 acre tract and the 5.0998 acre tract for the westerly south corner of the herein described tract, from which a 1/2-inch rod with a cap stamped "KOLODZIE" found, bears N 88' 07' 47" W, a distance of 0.15 feet;

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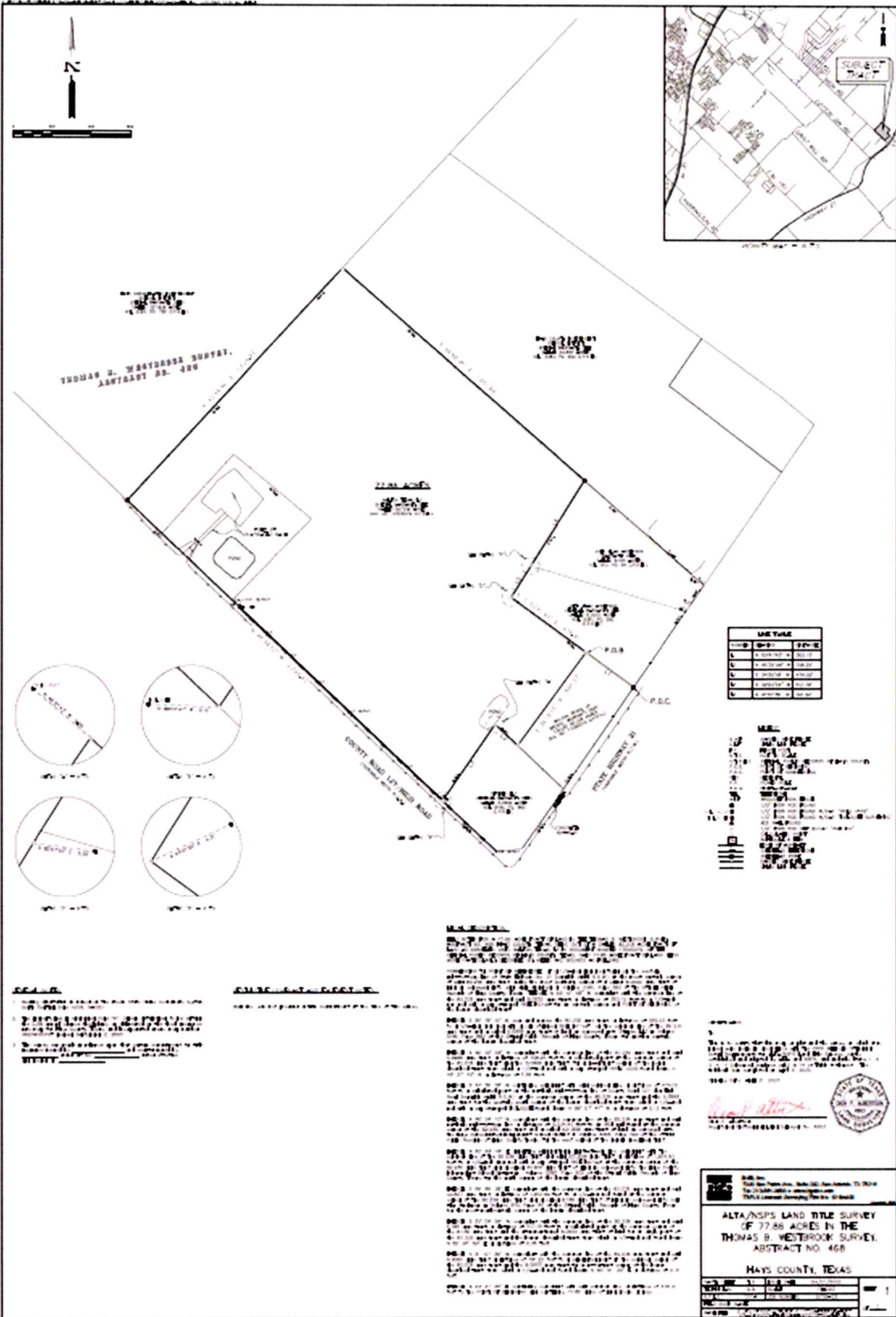
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THENCE, S 48' 48' 36" E, coincident with the common line of the 82.236 acre tract and said 44.837 acre tract, a distance of 1,651.69 feet to a 1/2-inch iron rod found at the common corner of the 82.236 acre tract and a called 6.189 acre tract of land as conveyed unto John Alan Anderson in Volume 915, Page 94 of the Official Public Records of Hays County, Texas for the most northeasterly corner of the herein described tract;

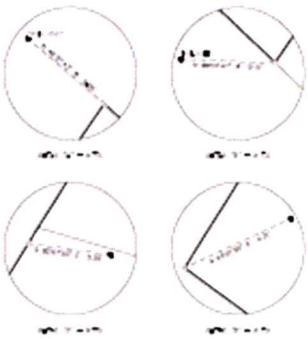
THENCE, S 32' 04' 54" W, coincident with the common line of the 82.236 acre tract and said 6.189 acre tract, a distance of 517.19 feet to a calculated point at the common corner of the 6.189 acre tract and the aforementioned 6.0000 acre tract of land for an angle point of the 82.236 acre tract and the herein described tract, from which a 1/2-inch rod found bears S 82' 07' 53" E, a distance of 0.35 feet;

THENCE, S 31' 57' 36" W, coincident with the common line of the 82.236 acre tract and said 6.0000 acre tract a distance of 191.22 feet to a calculated point at the common corner of the 82.236 acre tract and the 6.0000 acre tract for a re-entrant corner of the herein described tract, from which a 1/2-inch rod found, bears N 65' 01' 20" E, a distance of 0.31 feet;

THENCE, S 53' 41' 45" E, continuing coincident with said common line, a distance of 476.41 feet to the POINT OF BEGINNING and containing 77.86 acres of land, more or less.



THOMAS B. WESTBROOK SURVEY,
ABSTRACT NO. 468



LINE TYPE		
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 - 19. [Symbol] [Description]
 - 20. [Symbol] [Description]

NOTES:

1. [Text]
2. [Text]
3. [Text]

CONDITIONS:

1. [Text]

WARRANTY:

The Surveyor warrants that the survey was made in accordance with the laws of the State of Texas and that the lines, bearings, distances, and areas are true to the best of his knowledge and belief.

ALTA S. P.

Surveyor



ALTA'S/PS LAND TITLE SURVEY
OF 77.88 ACRES IN THE
THOMAS B. WESTBROOK SURVEY,
ABSTRACT NO. 468
HAYS COUNTY, TEXAS