



**City of Willow Park  
Called Meeting  
City Hall  
516 Ranch House Rd, Willow Park, TX 76087  
Thursday, May 18, 2017 at 7:00 p.m.  
Agenda**

**Section I – Presentations**

- 1. Call to Order**
- 2. Determination Of Quorum**
- 3. Invocation & Pledge of Allegiance**
4. Discussion/Action: To consider and take action of Resolution No. 07-17; a resolution canvassing and declaring the results of the Municipal General Election held on the uniform election date of May 6, 2017.
5. Administer the Oaths of Office and formally swear in the elected Municipal Officials
  - Mayor Doyle Moss
  - Councilmember Norman Hogue (Uncontested) – Place 1
  - Councilmember Amy Fennell – Place 2
6. Discussion/Action: Election of the Mayor Pro-tem by the Governing Body.

**Section II – General Items**

7. Discussion/Action: To discuss and consider exchange of property for future waste water treatment plant.
8. Discussion/Action: To discuss and consider settlement of lawsuit re: Weatherford v. Willow Park.

**Section VII – Executive Session**

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss an matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 55.1071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues), and as authorized by the Texas Tax Code, including, but not limited, Section 321.3022 (Sales Tax Information). The City Council may take action on any agenda item listed for executive session consideration upon reconvening in open session.

**Section VIII – Adjournment**

9. Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before May 15, 2017 at 5:00 pm.

Kandice Garrett  
Interim City Secretary, City of Willow Park

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> 5/18/17	<b>Department:</b> Legislative	<b>Presented By:</b> Mayor Neverdousky
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**AGENDA ITEM:**

To consider and take action of Resolution No. 07-17; a resolution canvassing and declaring the results of the Municipal General Election held on the uniform election date of May 6, 2017.

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**BACKGROUND:**

Council is required to read votes casted in early and day of election for each office.

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

Adopt Resolution 07-17 as presented.

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**EXHIBITS:**

Resolution 07-17, Exhibit A.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

# *CITY OF WILLOW PARK*

RESOLUTION 07-17

**AN ORDINANCE PROVIDING FOR CANVASSING AND DECLARING THE RESULTS OF THE GENERAL ELECTION CONDUCTED MAY 6, 2017 FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS FOR THE CITY OF WILLOW PARK, MAYOR AND COUNCIL MEMBERS PLACE 1, AND PLACE 2; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Council consists of a Mayor and five Council Members elected according to a place system for staggered two year terms of office; the terms of office for Mayor, Council Member Place No. 1, and Council Member Place No. 2 will expire in May 2017; and

**WHEREAS**, Municipal Code Chapter I, General Provisions, Article 1.300 Municipal Election provides that "all elections pertaining to municipal affairs shall be governed by the election laws of the State of Texas." and

**WHEREAS**, the general election for certain municipal officers of the City was ordered to be held on May 6, 2017 pursuant to Resolution 02-17 adopted on February 14, 2017; and

**WHEREAS**, the election so ordered for the City was ordered not later than 62 days before the Election Day pursuant to §3.005(a), TEX. ELECTION CODE; and

**WHEREAS**, May 6, 2017 is prescribed as a uniform election date under §41.001 TEX. ELECTION CODE; and

**WHEREAS**, the City Council has investigated all matters pertaining to the general election and has determined that notice of said general election was given as required by law, and said elections were duly and legally held on May 6, 2017, in conformity with the election laws of the State of Texas, and the Voting Rights Act of 1965, and the results of said general election has been certified and returned to the City Council by the proper judges and clerks thereof; and

**WHEREAS**, on May 15, 2017, the returns of the general election were duly made by the Parker County Elections Administration and filed with the City; and

**WHEREAS**, the "Canvass Report for City of Willow Park" for the May 6, 2017 general election has been presented by the Mayor to the Council and is attached hereto as Exhibit "A" and which is incorporated herein.

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



SECTION 1. AUTHORIZATION. The Mayor, or appropriate City Official or Mayor's designee is hereby authorized and directed to implement the applicable provisions of this Resolution.

SECTION 2. ELECTION RETURN CANVASS. The tabulation of votes cast for the office of Mayor, Council Members Place No. 1 and 2 in the General Election held on May 6, 2017, made and certified to by the Parker County Elections Administration, is hereby adopted as the official tabulation filed and recorded in the official records of the City of Willow Park as the Official Canvass of said General Election. The Official Canvass of the returns of said general election reflects the following results:

Mayor

Doyle Moss	332
Gene Martin	285

Council Member, Place 1

Norman Hogue (unopposed)	407
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Council Member, Place 2

Amy Fennell	330
Zach Pettigrew	265

SECTION 3. MUNICIPAL OFFICERS. The Municipal Officer subject to the Election Vote Canvass in Section 2 above or unopposed in the May 6, 2017 General Election are duly elected to the respective offices.

SECTION 4. RECITALS. All of the above precatory statements are true and correct and incorporated herein for all purposes.

SECTION 5. SEVERABILITY. If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Resolution shall be held invalid, it shall not affect any valid provisions of this or any other Resolution of the City of Willow Park to which these rules and regulations relate.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect from and after its adoption.

PASSED AND APPROVED this 18<sup>th</sup> day of May, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

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Kandice Garrett, Interim City Secretary

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Richard Neverdousky, Mayor

The Willow Park City Council in acting on Resolution No. 07-17, did on the 18<sup>th</sup> day of May, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____

**Cumulative Report — Official**  
**PARKER COUNTY, TEXAS — GENERAL ELECTION — May 06, 2017**

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05/15/2017 09:35 AM

Total Number of Voters : 4,140 of 0 = 0.00%

Precincts Reporting 156 of 156 = 100.00%

Party	Candidate	Absentee		Early		Election		Total	
Trustee, Place 6 Aledo ISD, Vote For 1									
	David Denman	1	25.00%	252	32.06%	356	54.85%	609	42.32%
	Julie Turner	3	75.00%	534	67.94%	293	45.15%	830	57.68%
	Cast Votes:	4	50.00%	786	93.68%	649	94.06%	1,439	93.62%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	4	50.00%	53	6.32%	41	5.94%	98	6.38%
Trustee, Place 7 Aledo ISD, Vote For 1									
	Hoyt Harris	4	100.00%	604	100.00%	456	100.00%	1,064	100.00%
	Cast Votes:	4	50.00%	604	71.99%	456	66.09%	1,064	69.23%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	4	50.00%	235	28.01%	234	33.91%	473	30.77%
Office of the Mayor City Fort Worth, Vote For 1									
	Betsy Price	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Chris Nettles	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Member of the City Council District 3 City Fort Worth, Vote For 1									
	W.B. "Zim" Zimmerman	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Brian Byrd	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Mayor City Willow Park, Vote For 1									
	Doyle Moss	4	66.67%	189	52.79%	139	54.94%	332	53.81%
	Gene Martin	2	33.33%	169	47.21%	114	45.06%	285	46.19%
	Cast Votes:	6	100.00%	358	93.62%	253	98.83%	617	98.72%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	5	1.38%	3	1.17%	8	1.23%

EXHIBIT A

**Cumulative Report — Official**  
**PARKER COUNTY, TEXAS — GENERAL ELECTION — May 06, 2017**

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05/15/2017 09:35 AM

Total Number of Voters : 4,140 of 0 = 0.00%

Precincts Reporting 156 of 156 = 100.00%

Party	Candidate	Absentee		Early		Election		Total	
Council Member Place 1 City Willow Park, Vote For 1									
	Norman Hogue	4	100.00%	240	100.00%	163	100.00%	407	100.00%
	Cast Votes:	4	66.67%	240	66.12%	163	63.67%	407	65.12%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	2	33.33%	123	33.88%	93	36.33%	218	34.88%
Council Member Place 2 City Willow Park, Vote For 1									
	Amy Fennell	0	0.00%	196	56.48%	134	54.92%	330	55.46%
	Zach Pettigrew	4	100.00%	151	43.52%	110	45.08%	265	44.54%
	Cast Votes:	4	66.67%	347	95.59%	244	95.31%	595	95.20%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	2	33.33%	16	4.41%	12	4.69%	30	4.80%
ADOPTION OF A LOCAL SALES AND USE TAX PROPOSITION NO. 1 ESD NO. 1, Vote For 1									
	FOR	3	75.00%	341	61.89%	251	59.62%	595	60.96%
	AGAINST	1	25.00%	210	38.11%	170	40.38%	381	39.04%
	Cast Votes:	4	100.00%	551	95.49%	421	94.82%	976	95.22%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	26	4.51%	23	5.18%	49	4.78%
Proposition No. 1 Dennis, Vote For 1									
	For incorporation	0	0.00%	42	91.30%	37	90.24%	79	90.80%
	Against incorporation	0	0.00%	4	8.70%	4	9.76%	8	9.20%
	Cast Votes:	0	0.00%	46	100.00%	41	100.00%	87	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Commissioners Dennis, Vote For 2									
	Cameron Cullum	0	0.00%	11	14.10%	9	14.75%	20	14.39%
	Rick Jeanes	0	0.00%	31	39.74%	22	36.07%	53	38.13%
	John E. McCarthy	0	0.00%	36	46.15%	30	49.18%	66	47.48%
	Cast Votes:	0	0.00%	78	84.78%	61	74.39%	139	79.89%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	14	15.22%	21	25.61%	35	20.11%

EXHIBIT A



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> 5/18/17	<b>Department:</b> Legislative	<b>Presented By:</b> Mayor Neverdousky & Mayor Moss
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**AGENDA ITEM:**

Administer the Oaths of Office and formally swear in the elected Municipal Officials.

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**BACKGROUND:**

The Mayor and Council to receive Oath of Office as required by State Law. Council Member Norman Hogue will be absent.

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

Mayor Neverdousky will swear in newly elected Mayor Doyle Moss after Statement of Officer is received.

Mayor Doyle Moss will swear in newly elected Council Member Amy Fennell after Statement of Officer is received.

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**EXHIBITS:**

Statement of Officer for Doyle Moss and Amy Fennell.

Oath of Office for Doyle Moss and Amy Fennell.

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ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	N/A
	<b>Source of Funding</b>	N/A



## STATEMENT OF OFFICER

### Statement

I, Doyle Moss, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected: Mayor, City of Willow Park, Texas

### Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer



## OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Doyle Moss, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Mayor of the State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this state, so help me God.

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Signature of Officer

State of Texas

County of Parker

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Signature of Notary Public or Other  
Officer Administering Oath

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Printed or Typed Name



## STATEMENT OF OFFICER

### Statement

I, Amy Fennell, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected: City Council Member, City of Willow Park, Texas

### Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer





## OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Amy Fennell, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of City Council Member, Place 2 of the State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this state, so help me God.

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Signature of Officer

State of Texas

County of Parker

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Signature of Notary Public or Other  
Officer Administering Oath

---

Printed or Typed Name



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> 5/18/17	<b>Department:</b> Legislative	<b>Presented By:</b> Mayor Moss
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**AGENDA ITEM:**

To consider and approve the election of the Mayor Pro-tem by the Governing Body.

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**BACKGROUND:**Office of Mayor Pro Tem

The mayor pro tempore is a member of the council who performs the mayor's duties during the mayor's incapacity or absence. The mayor pro tem is selected by majority vote of the council from among its own membership. The mayor pro tem's term is one year. The mayor pro tem retains the right to vote on all matters before the council (and not just to break a tie) while performing the duties of the mayor (Local Government Code Section 22.037 and 23.027).

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

Select a member of the Council to serve this office.

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**EXHIBITS:**

N/A

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	N/A
	<b>Source of Funding</b>	N/A



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> 5/18/17	<b>Department:</b> Legislative	<b>Presented By:</b> David Dodd, City Attorney
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**AGENDA ITEM:**

To discuss and consider exchange of property for future waste water treatment plant.

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**BACKGROUND:**

The City of Willow Park is in need of a future site for 1 MGD wastewater treatment plant. A proposed site on the Wilks Development race track property is being offered for the future plant in exchange for the current location.

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

Approve exchange of property for future WWTP.

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**EXHIBITS:**

Special Warranty Deed, Email from Derek Turner regarding the current site for the 1MGD plant.

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	N/A
	<b>Source of Funding</b>	N/A



AFTER RECORDING, RETURN TO:

Misty Ventura Shupe Ventura, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218

SPECIAL WARRANTY DEED

(Prepared without benefit of title examination)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PARKER

That WPD Trinity, LLC, a Texas limited liability company ("Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Willow Park, a Texas municipal corporation

("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has this day GRANTED, SOLD, and CONVEYED unto the said Grantee all that certain real estate described on Exhibit "A"

(the "Property"). The Property is located in a tax increment reinvestment zone, and the value of the Property equals or exceeds the value of the approximately seven-acre tract of land on which City of Willow Park's existing wastewater treatment plan is located.

The warranty contained herein is subject to the following (collectively, the "Permitted Exceptions"): validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations; and taxes for 2017, which Grantee assumes and agrees to pay.

Grantor reserves all the water, oil, gas and other minerals in and under the Property and waives all surface rights to the Property other than those described by the Easement and the Buffer Zone Easement defined below.

Grantor reserves an exclusive easement over the Property for the use and enjoyment of the Property for any lawful purpose (the "Easement"). The Easement shall be perpetual, provided, however, the Easement shall terminate on all portions of the Property other than the buffer zone described on Exhibit "B" (the "Buffer Zone Easement") upon Grantee's completion of construction of a wastewater treatment plan on the Property prior to June 1, 2022. The Buffer Zone Easement shall be perpetual and non-exclusive, and shall permit the use the Buffer Zone Easement for parking, landscaping, pathways, screening, lighting, and signage improvements, as well as any other improvements approved by Grantee in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor's rights under the Easement and the Buffer Zone



Easement shall not interfere with Grantee's construction of a wastewater treatment plant on the Property (the "WWTP") provided Grantee obtains all permits and completes construction by June 1, 2022.

With the exception of the easement rights reserved to Grantor as described above, the use of the Property shall be restricted to use for a public wastewater treatment plant and associated facilities and improvements.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON, AND DISCLAIMS ANY SUCH RELIANCE, ON ANY INFORMATION OTHER THAN GMNTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS SPECIAL WARRANTY DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging to the Property unto Grantee and Grantee's successors and assigns forever.

Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, subject to the Permitted Exceptions, all and singular, the Property, the Easement and the Buffer Zone Easement unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS GRANTOR'S HAND this \_\_\_\_\_ day of February, 2017.

**WPD TRINITY, LLC**

a Texas limited liability company

By: \_\_\_\_\_

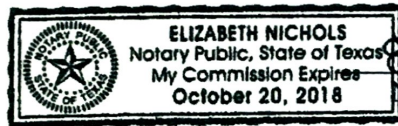
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF Eastland

This instrument was acknowledged on this the 17<sup>th</sup> day of February, 2017, by Kyle Wilks, Manager of WPD Trinity, LLC, a Texas limited liability company, on behalf of said company.



\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED:**

**CITY OF WILLOW PARK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

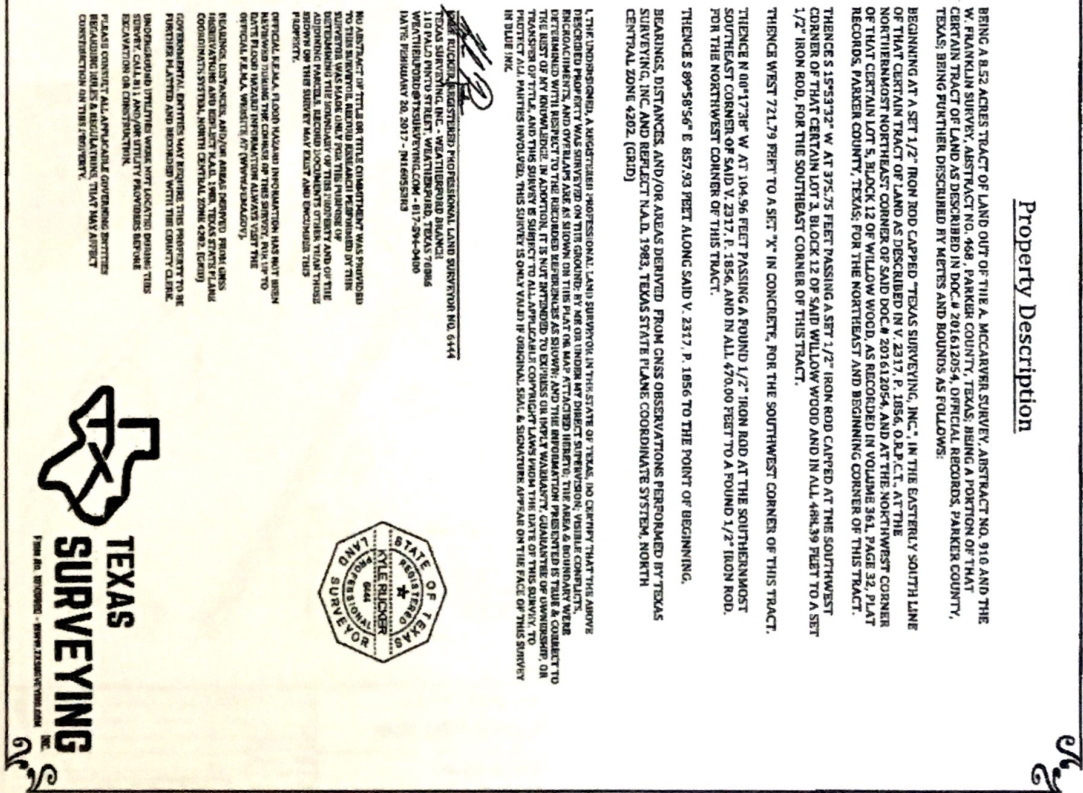
STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged on this the \_\_\_\_\_ day of February, 2017, by \_\_\_\_\_ of the City of Willow Park, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas





BEING A 8.52 ACRES TRACT OF LAND OUT OF THE A. MCCARTHY SURVEY, ABSTRACT NO. 910 AND THE CERTAIN TRACT OF LAND AS DESCRIBED IN DOC. # 2016-12054, OFFICIAL RECORDS, PARKER COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THENCE S15°53'32" W. AT 352.75 FEET PASSING A SET 1 1/2" IRON ROD CARVED AT THE SOUTHWEST CORNER OF THAT CERTAIN LOT 5, BLOCK 12 OF SAID WILLOW WOOD AND IN ALL, 488.35 FEET TO A SET 1 1/2" IRON ROD, FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE WEST 721.79 FEET TO A SIX "X" IN CONCRETE, FOR THE SOUTHWEST CORNER OF THIS TRACT, THENCE N 00° 17' 34" W AT 104.96 FEET PASSING A POUND 1/2" IRON ROD AT THE SOUTHEASTMOST SOUTHEAST CORNER OF SAID V. 2317, E. 185.6, AND IN ALL 470.00 FEET TO A POUND 1/2" IRON ROD, FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE S 89°58'56" E 857.93 FEET ALONG SAID V. 2317, P. 1056 TO THE POINT OF BEGINNING, BEARING, DISTANCES, AND/OR AREAS DERIVED FROM CNSS OBSERVATIONS PERFORMED BY TEXAS SURVEYING, INC. AND REFLECT NAD 1983, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, (GRN)

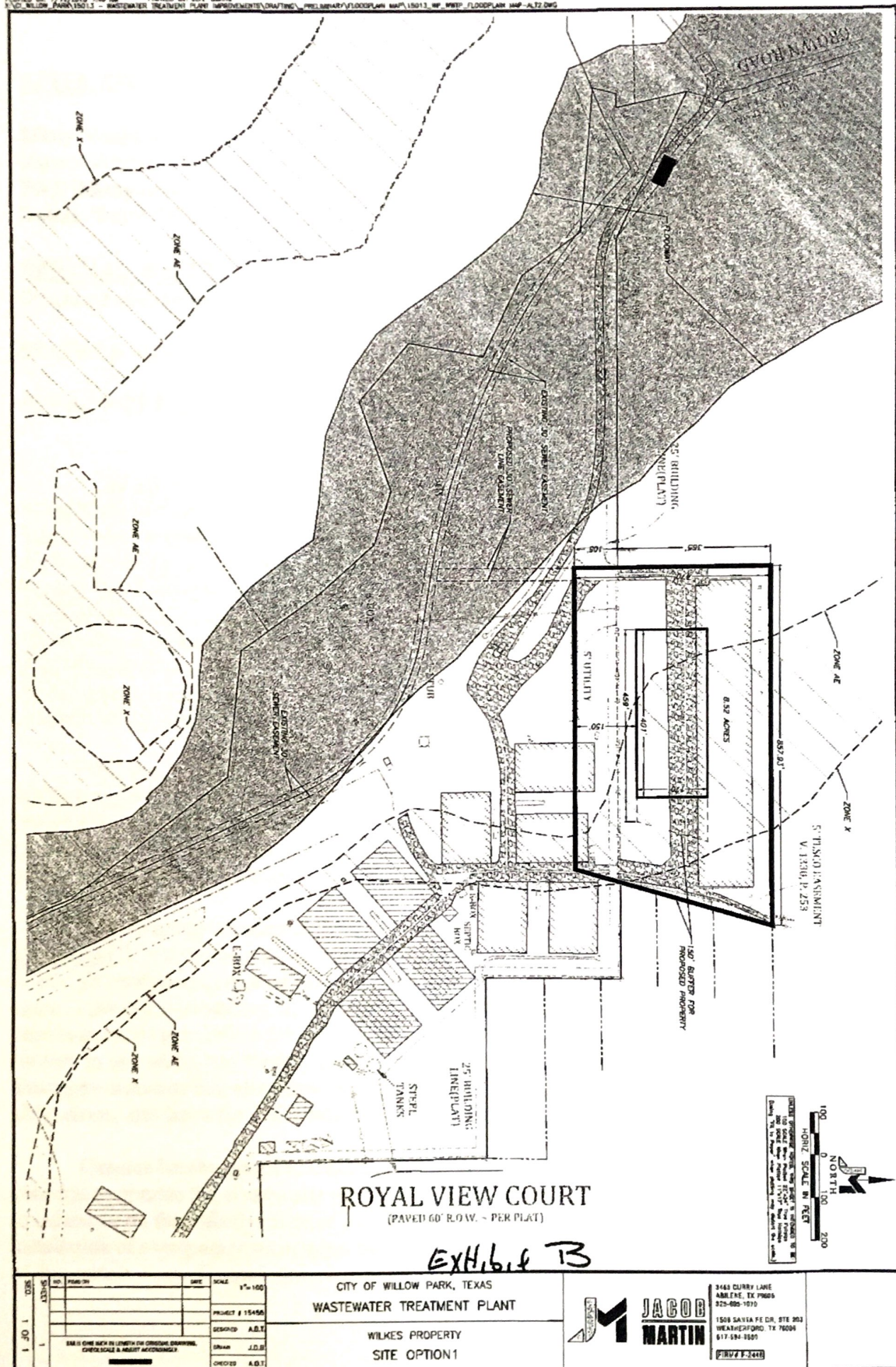
[illegible]

JOHN RUGER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6444  
TEXAS SURVEYING, INC., WEATHERFORD BRANCH  
110 PALM PINTO STREET, WEATHERFORD, TEXAS 76086  
WEATHERFORD@TXSURVEYING.COM • 817-544-0400  
DATE: FEBRUARY 20, 2017 • INT60557H3

[illegible][illegible]

# TEXAS SURVEYING INC.





# ROYAL VIEW COURT (PAVED 60' R.O.W. - PER PLAT)

EXHIBIT B

NO.	REVISION	DATE	SCALE
1	1	7/14/2018	1" = 100'
2	2		
3	3		
4	4		
5	5		
6	6		
7	7		
8	8		
9	9		
10	10		

CITY OF WILLOW PARK, TEXAS  
 WASTEWATER TREATMENT PLANT

WILKES PROPERTY  
 SITE OPTION 1



3468 CURRY LANE  
 AMARILLO, TX 79605  
 806-685-1070  
 1508 SANTA FE DR. STE 203  
 WEAVERFORD, TX 76066  
 817-694-7801  
 PM177-2448



AFTER RECORDING, RETURN TO:

Misty Ventura  
Shupe Ventura, PLLC  
9406 Biscayne Blvd.  
Dallas, Texas 75218

**SPECIAL WARRANTY DEED**

(Prepared without benefit of title examination)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PARKER

That the City of Willow Park, a Texas municipal corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by WPD Trinity, LLC ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, has this day GRANTED, SOLD, and CONVEYED unto the said Grantee all of Grantor's interest in that certain real estate described on Exhibit "A" (the "Property"). Grantor and Grantee agree that the Property was conveyed pursuant to the Deed and Assignment of Rights from Dorothy Yearly as grantor to Wilks Development as grantee and recorded in the Deed Records of Parker County, Texas as Instrument No. 201619247; however, to eliminate any potential claim Grantor may have to ownership of the Property, Grantor is conveying all of its interest in the Property to Grantee pursuant to this Special Warranty Deed.

The Property is located in a tax increment reinvestment zone; therefore, the competitive bidding requirements of state law do not apply to the conveyance of the Property. The value of the Property equals or exceeds the value of the approximately seven-acre tract of land Grantee conveyed to Grantor for the construction of a new wastewater treatment plant contemporaneous with the execution of this Special Warranty Deed.

The warranty contained herein is subject to the following (collectively, the "Permitted Exceptions"): validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations; and taxes for 2017, which Grantee assumes and agrees to pay.

Grantee hereby grants to Grantor a temporary non-exclusive easement over the Property to continue to operate the wastewater treatment plant and associated facilities on the Property that are in existence on the effective date of this Special Warranty Deed and to expand such operations by installation of a temporary wastewater treatment plant on the Property consistent with the limitations of that certain Texas Commission on Environmental Quality Permit No. WQ0013834001 (EPA I.D.

160



TX 0099732) issued to Grantor and the Initial Term of that certain Equipment Lease Agreement dated November 29, 2016, between Grantor and AUC Group, L.P., a Texas limited partnership. Grantor's temporary easement shall terminate on the sixth month anniversary of the completion of a construction of a new wastewater treatment plant by the City of Willow Park on property conveyed to City of Willow Park by WPD Trinity, LLC contemporaneous with this Special Warranty Deed. Grantor shall be entitled to the use and enjoyment of the Property for any lawful purpose that does not unreasonably interfere with Grantor's temporary easement. When Grantor's temporary easement expires, Grantor has 60 days to remove all of its improvements from the Property, and any of Grantor's improvements that remain after such 60-day period shall become the sole property of Grantee.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THE ENVIRONMENTAL WARRANTY DESCRIBED BELOW. GRANTEE HAS NOT RELIED ON, AND DISCLAIMS ANY SUCH RELIANCE, ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTOR RETAINS LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULTING FROM GRANTOR'S OWNERSHIP OF THE PROPERTY OR OPERATION ON THE PROPERTY OF A WASTEWATER TREATMENT PLANT, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THIS SPECIAL WARRANTY DEED THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee and Grantee's successors and assigns forever.

Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, subject to the e the Permitted Exceptions, all and singular, the Property, unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

[SIGNATURES ON FOLLOWING PAGE]



WITNESS GRANTOR'S HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF WILLOW PARK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS

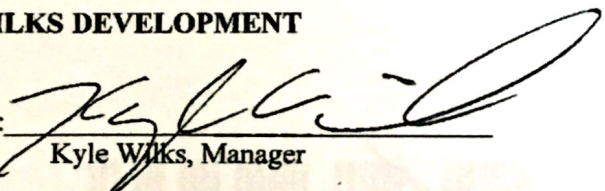
COUNTY OF PARKER

This instrument was acknowledged on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of the City of Willow Park, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED:**

**WILKS DEVELOPMENT**

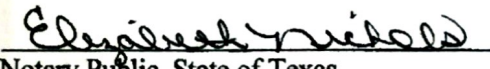
By:   
Kyle Wilks, Manager

STATE OF TEXAS

COUNTY OF Carroll

This instrument was acknowledged on this the 17<sup>th</sup> day of February, 2017, by Kyle Wilks, Manager of Wilks Development, a limited liability company, on behalf of said company.



  
Notary Public, State of Texas





## Scott Wall

---

**From:** Derek Turner <adt@jacobmartin.com>  
**Sent:** Tuesday, March 07, 2017 3:59 PM  
**To:** Scott Wall  
**Subject:** FW: Site Layout  
**Attachments:** DOC281.pdf

Scott,

This an email I sent to Bobby Rountree concerning the existing wwtp property. I've attached the exhibit I included with that email which shows that the proposed layout doesn't meet the buffer requirement. Additionally, there is limited room for expansion and even more so for maintenance of the equipment. Aside from the buffer violation, this footprint (as drawn) would be very tight for a plant this size. I've also attached an earlier exhibit showing the footprint in a different orientation, but without expansion.

We could probably configure the new plant layout in a way that would fit on this site, but it would be very limiting for expansion and maintenance. Note also that either layout would require some modification to the existing plant facilities, some of which will still be used with the package plant, and the pipeline easement which limits the area we have to work with. It may be possible to address the buffer issue by obtaining easement on the adjoining properties, but it would be an exception and would prevent the property owner from developing the property. I believe this possibility may have been abandoned for other reasons as well.

Bottom line is that it could probably be made to work, but probably wouldn't be preferable.

**DEREK TURNER, P.E.**

**JACOB | MARTIN**

1508 Santa Fe Drive, Suite 203  
Weatherford, TX 76086  
Ofc) 817.594.9880  
jacobmartin.com

---

**From:** Derek Turner  
**Sent:** Tuesday, July 12, 2016 8:24 AM  
**To:** 'Bobby Rountree' <brountree@willowpark.org>  
**Subject:** Site Layout

Bobby,

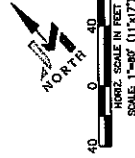
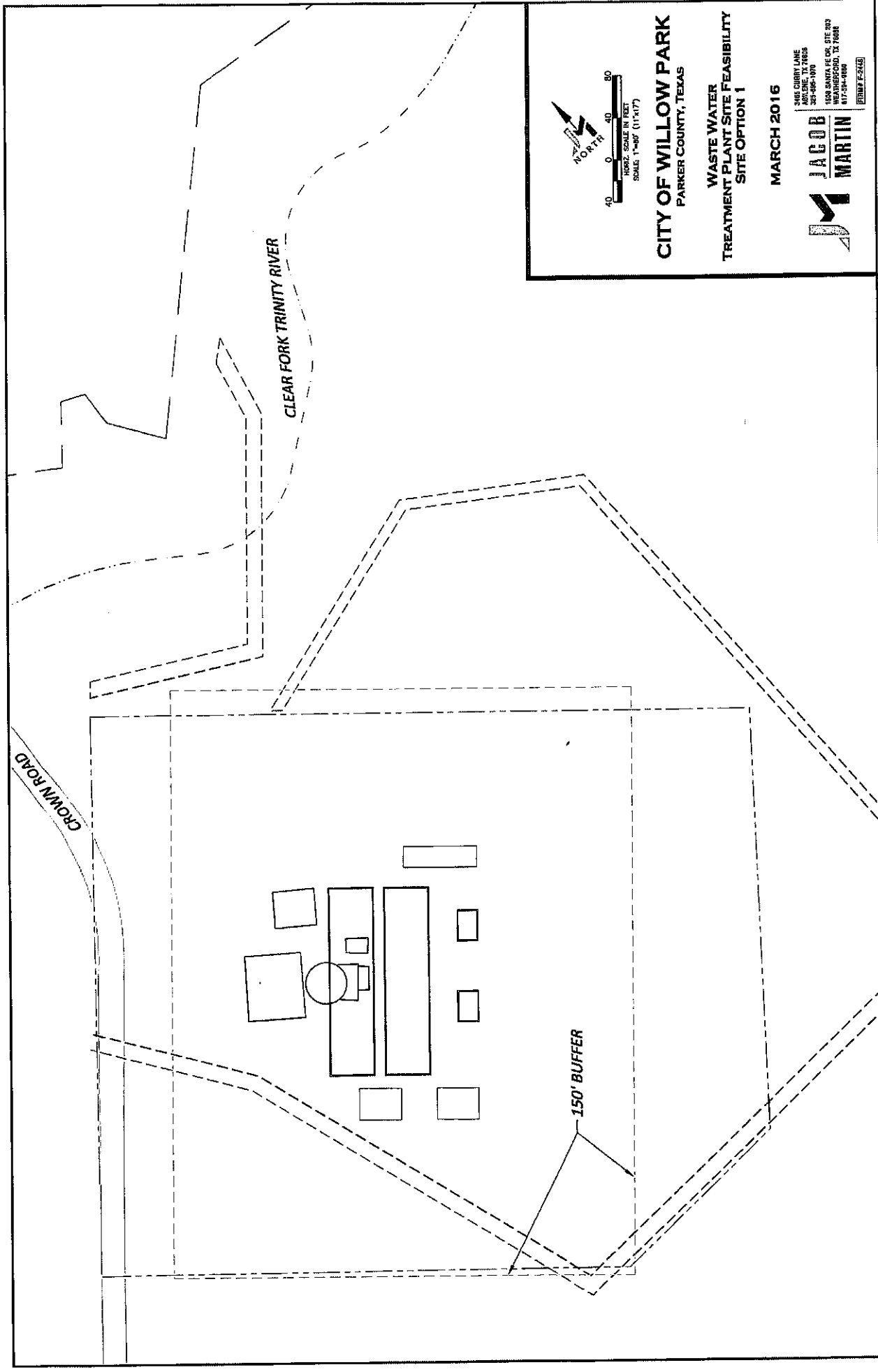
This shows the footprint of the proposed plant on the existing site. It has the elements required for up to 1.0 MGD capacity plus an additional expansion to 1.5 MGD (one additional aeration/clarification basin). The basin separation is 20' except for the headworks which will need to be separated by at least 40 feet from the other basins in order to get pump trucks and cranes between them. These would be the minimums for maintenance. As you can see the buffer zone extends beyond the boundary of the existing plant in more than one location. The footprint also extends into the existing facilities and leaves very little room for flexibility during design. This would leave no room for any additional expansion in the future. I also tried orienting the layout 90 degrees to what is shown, but the buffer zone was exceeded more under that scenario.

**DEREK TURNER, P.E.**

**JACOB | MARTIN**

1508 Santa Fe Drive, Suite 203  
Weatherford, TX 76086





**CITY OF WILLOW PARK**  
PARKER COUNTY, TEXAS

**WASTE WATER  
TREATMENT PLANT SITE FEASIBILITY  
SITE OPTION 1**

**MARCH 2016**



3406 CURRY LANE  
AUSTIN, TX 78704  
512-445-1070  
1500 SANTA FE DR, STE 200  
DALLAS, TX 75207  
972-394-0800

PROJECT 17-2103



## CITY COUNCIL AGENDA ITEM BRIEFING SHEET

<b>Council Date:</b> 5/18/17	<b>Department:</b> Legislative	<b>Presented By:</b> David Dodd, City Attorney
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**AGENDA ITEM:**

To discuss and consider settlement of lawsuit re: Weatherford v. Willow Park.

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**BACKGROUND:**

This lawsuit by the City of Weatherford was filed in dispute of Willow Park's Annexation of Weatherford's ETJ.

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**STAFF/BOARD/COMMISSION RECOMMENDATION:**

Authorize David Dodd, City Attorney to settle lawsuit by City of Weatherford.

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**EXHIBITS:**

Settlement Agreement, Exhibit A, Exhibit B, and Exhibit C.

ADDITIONAL INFO:	FINANCIAL INFO:	
	<b>Cost</b>	\$19,000.00 est.
	<b>Source of Funding</b>	General



**CAUSE NO. CV16-1468**

<b>CITY OF WEATHERFORD, TEXAS</b>	<b>:</b>	<b>IN THE DISTRICT COURT OF</b>
	<b>:</b>	
<i>Plaintiff,</i>	<b>:</b>	
	<b>:</b>	
<b>vs.</b>	<b>:</b>	<b>PARKER COUNTY, TEXAS</b>
	<b>:</b>	
<b>CITY OF WILLOW PARK, TEXAS</b>	<b>:</b>	
	<b>:</b>	
<i>Defendant.</i>	<b>:</b>	<b>43rd JUDICIAL DISTRICT</b>

**SETTLEMENT AGREEMENT**

The City of Weatherford, Texas (Weatherford), the City of Willow Park, Texas (Willow Park), enter into this Settlement Agreement (Agreement) in consideration of the mutual covenants and conditions specified below acting by and through their respective authorized representatives. For convenience, Weatherford and Willow Park may sometimes be referred to collectively as the “parties” or each individually as a “party.”

**RECITALS**

**WHEREAS**, Weatherford filed the above-referenced lawsuit against Willow Park, on October 5, 2016 (the Lawsuit); and

**WHEREAS**, the Lawsuit challenges the validity of Willow Park’s Ordinance No. 535-05 which purported to annex 81.928 acres of property (the Property) into the City of Willow Park; and

**WHEREAS**, Weatherford seeks: (1) a declaration that Willow Park’s Ordinance No. 535-05 is void *ab initio* because the Property was partially within the existing extraterritorial jurisdiction (ETJ) of Weatherford; and (2) an award of attorney’s fees and court costs pursuant to the Texas Uniform Declaratory Judgments Act, as more specifically set forth in Weatherford’s Original Petition on file in the Lawsuit; and

**WHEREAS**, on November 30, 2016, the owner of the Property, Crown Valley Acquisitions South, LP (Intervenor), filed a petition intervention in the Lawsuit, seeking to expedite the declaration because the outcome impacts Intervenor's proposed development of the Property; and

**WHEREAS**, the parties recognize that the public interest is best served by an amicable agreement resolving all existing legal issues and disputes, providing a basis for a long-term and mutually cooperative relationship as neighbors, and settling boundaries for future urban planning purposes; and

**WHEREAS**, this Agreement will accomplish a legitimate public purpose of the cities by permitting more dependable urban planning that will benefit the public health, safety and welfare of their respective present and future citizens; and

**NOW, THEREFORE**, pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act), Chapter 42 of the Texas Local Government Code and Rule 11 of the Texas Rules of Civil Procedure, and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the cities, and subject to each and every term and condition of this Agreement, the parties contract, covenant and agree as follows:

### **AGREEMENT**

1. Willow Park agrees that all future annexations performed by it will be in full accordance with the all laws governing its authority to perform annexations and the procedures it must follow to accomplish those annexations including, but not limited to, the Texas Open Meetings Act and Chapters 42 and 43 of the Texas Local Government.

2. The extent of Weatherford's ETJ across the Property is fully described in and

attached as **Exhibit A**. A map depicting the Property and the extent of Weatherford's ETJ across the Property is attached as **Exhibit B**. Exhibits A and B are incorporated by reference into this Agreement.

3. Willow Park agrees Weatherford's ETJ across the Property as described and depicted in **Exhibit A** and **Exhibit B** is valid, true and correct, and has existed in this location continuously since the Texas Municipal Annexation Act created ETJs on August 23, 1963.

4. Willow Park agrees to disannex the portion of the Property and all other area purportedly annexed by Ordinance 585-05 located in Weatherford's ETJ, as the extent of that ETJ is described in **Exhibit A** and depicted in **Exhibit B**. Willow Park shall disannex this portion of the Property by a disannexation ordinance substantially in the form of **Exhibit C**.

5. In consideration of the promises, warranties, covenants and acknowledgments made by Weatherford in this Agreement, Willow Park shall to pay Weatherford the total sum of \_\_\_\_\_ (\$\_\_\_\_,\_\_\_\_\_00) to reimburse Weatherford for the reasonable attorney's fees incurred to prosecute the Lawsuit and negotiate this Agreement. Payment is complete once a check for the above amount is delivered to Weatherford's attorneys, Taylor, Olson, Adkins, Sralla, & Elam, LLP, 6000 Western Place, Suite 200, Fort Worth, Texas 76107. The check shall be paid to the order of Taylor, Olson, Adkins, Sralla, & Elam, LLP. Delivery of the check shall be complete upon delivery to the address stated above.

6. Weatherford agrees to withdraw and dismiss its challenge to the validity of Willow Park Ordinance No. 535-05. The parties agree and acknowledge that the area annexed by this ordinance outside Weatherford's ETJ as described and depicted in **Exhibit A** and **Exhibit B** is within the corporate limits of Willow Park.

7. The parties agree that upon adoption of the disannexation ordinance under

Paragraph 5 and payment of the amount under Paragraph 6, they will jointly move the Court to sign an Agreed Judgment substantially in the form of **Exhibit D** setting forth and adopting the terms of this Agreement. The parties agree the joint motion for an agreed judgment and the proposed agreed judgment shall be filed with the Court within three business days of delivery of the check as provided in Paragraph 5 or adoption of the disannexation ordinance, whichever is later.

8. The parties agree that this Agreement may be used as evidence in all subsequent proceedings in which any of the parties allege a breach of this Agreement. The parties acknowledge and agree that the terms of this Agreement and the corresponding Agreed Judgment will likely be public information under the Texas Public Information Act and subject to disclosure to the public.

9. The parties agree to extend reasonable cooperation in executing any and all supplementary documents, including any Agreed Judgment, and taking such additional actions as may be necessary or appropriate to give full force and effect to the terms, conditions and intent of this Agreement.

10. This Agreement is made and entered into in the State of Texas, and shall be governed by the laws of the State of Texas.

11. Each party warrants and represents that it has read the terms and conditions of this Agreement, has discussed them fully and completely with their respective attorneys, and fully and completely understands and voluntarily accepts such terms and conditions and their final and binding effect. Each party represents that it completely understands that the disputes and issues raised by the pleadings in the Lawsuit could be presented to the Court or a jury to decide, and that as a final result, said Court or jury might award the same relief provided for in this

Agreement and its corresponding Agreed Judgment, a lesser amount, a greater amount, or no relief whatsoever. Each party represents that it is not relying on the advice of any opposing party or the opposing parties' attorneys, or anyone associated with them, as to the legal or factual consequences of any kind or of any nature whatsoever arising out of the execution of this Agreement.

12. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and shall not be construed strictly for or against any of the parties. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, representatives, successors and assigns.

13. Should any provision of this Agreement be declared or be determined to be illegal, invalid, or otherwise unenforceable, the validity of the remaining parts, terms, and provisions hereof will not be affected thereby but such will remain valid and enforceable, and said illegal or invalid parts, terms, or provisions shall be deemed not to be a part of this Agreement.

14. It is agreed that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties to this Agreement allege a breach of this Agreement.

15. It is further understood and agreed that all costs of court and attorney's fees will be borne by the party incurring them.

16. The parties agree that this Agreement may be executed in multiple counterparts, each having the same force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**THE CITY OF WEATHERFORD**

By: \_\_\_\_\_  
Sharon Hayes, City Manager

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

BEFORE ME, the undersigned authority, on this day personally appeared Sharon Hayes, City Manager for the City of Weatherford, known to me to be the person whose name is subscribed above, and affirmed that she is the City Manager for the City of Weatherford, the Plaintiff in the above-referenced case and that she has executed the above and foregoing Settlement Agreement for the purposes and consideration therein expressed and with full authority to so act.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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**THE CITY OF WILLOW PARK**

By: \_\_\_\_\_  
Scott Wall, City Administrator

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

BEFORE ME, the undersigned authority, on this day personally appeared Scott Wall, City Administrator for the City of Willow Park, known to me to be the person whose name is subscribed above, and affirmed that he is the City Administrator for the City of Willow Park, the Defendant in the above-referenced case and that he has executed the above and foregoing Compromise Settlement Agreement and Release for the purposes and consideration therein expressed and with full authority to so act.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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**AGREED TO FORM BY:**

J.D. Dodd Law, P.C.  
110 West Sandy Lake Road  
Suite 102  
Coppell, Texas 75019

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place  
Suite 200  
Fort Worth, Texas 76107-4654

By: \_\_\_\_\_  
John David Dodd, III  
Texas Bar No. 00787374

By: \_\_\_\_\_  
Wayne K. Olson  
Texas Bar No. 15276900

**ATTORNEY FOR DEFENDANT,  
CITY OF WILLOW PARK**

**ATTORNEY FOR PLAINTIFF,  
CITY OF WEATHERFORD**



OR 107?

355/814

THE STATE OF TEXAS

COUNTY OF PARKER

25306

WHEREAS, on the 27th day of March, 1963, the Application of J. D. St. Clair and more than 25 other electors of the proposed Town of Willow Park, County of Parker, State of Texas, residing within the boundaries thereof, which boundaries are hereinafter described in writing, was duly signed and presented and filed with me, Gabe T. Vick, County Judge of Parker County, Texas, praying that an election be ordered held in said Town of Willow Park, within the boundaries described in said application by metes and bounds and hereinafter described as described in said application, for the purpose of determining whether said Town of Willow Park, Texas, shall form an incorporation under the Commission form of government and be incorporated for municipal purposes to include the territory described in said application, said Town to be incorporated by the name of TOWN OF WILLOW PARK, TEXAS, under and by virtue of the Constitution and laws of the State of Texas, Article 1155, et seq., of Chapter 12, Title 28, V.A.R.C.S. of Texas of 1925; and

WHEREAS, on the 29th day of March, 1963, there was upon evidence heard and proof submitted, found, adjudged and determined by me, Gabe T. Vick, County Judge of Parker County, Texas, that said Town of Willow Park, Texas, proposed to be incorporated and the territory included within the boundaries thereof, which said boundaries are hereinafter described, was wholly within Parker County, Texas, and that the proposed Town of Willow Park, Texas, was not incorporated for municipal purposes and no portion thereof was within a municipal corporation, and that said application was signed by more than ten per cent of the qualified electors, residents within the boundaries described in said application, and it was further found and adjudged that the territory embraced within said proposed Town contains less than two (2) square miles, and it was further found, upon satisfactory and sufficient proof thereof, that the said proposed Town of Willow Park, Texas, contained more than two hundred (200) inhabitants residing within the territory therein described and that all of the land embraced therein was such as is intended to be used strictly for town purposes and that the said petitioners were entitled to have the proposition as prayed for in their said application submitted as provided in Article 1155 et seq., Chapter 12, Title 28, V.A.R.C.S. of Texas of 1925, and thereupon on said day, I, Gabe T. Vick, County Judge of Parker County, Texas, ordered that an election be held on the 29th day of April, 1963, in said proposed Town of Willow Park, Texas, and within the boundaries described in said application, which boundaries as therein described are hereinafter described, for the purpose of determining whether the Town of Willow Park, Texas, shall be incorporated under the Commission form of government for

Exhibit A

municipal purposes, as prayed for, which order has been entered in the Minutes of the Commissioners' Court of Parker County, Texas, and which is referred to and made a part hereof for all purposes; and

WHEREAS, said election was held on the 29th day of April, 1963, in accordance with said order and in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, on this the 30th day of April, 1963, returns of said election were duly made and filed with me, and being duly opened and canvassed by me and said returns being so canvassed, it was found and determined that there were cast at said election 45 votes, of which number there were cast:

FOR COMMISSION, 29 VOTES

AGAINST COMMISSION, 12 VOTES

MAJORITY FOR COMMISSION, 17 VOTES.

and the said returns of said election being in all respects in conformity with law, it was adjudged that a majority of the qualified electors of the said Town of Willow Park, Texas, voting at said election, voted in favor of the said Town of Willow Park, Texas, being incorporated, under the Commission form of government, for municipal purposes.

NOW, THEREFORE, I, Gabe T. Vick, County Judge of Parker County, Texas, by virtue of the authority vested in me by law and in pursuance to Title 28,

V.A.R.C.S. of Texas of 1925, do hereby declare and make known to all persons that the said Town of Willow Park, Texas, is legally incorporated under the Commission form of government for municipal purposes, under the name of Town of Willow Park, Texas, including all of the inhabitants and territory within the boundaries described hereinafter and shall hence forth be entitled to exercise all of the rights, powers, immunities, privileges and franchises as conferred in Title 28, V.A.R.C.S. of Texas of 1925, relating to towns and villages, and the Constitution and general laws of the State of Texas, to include and embrace the following-described territory and lands, being the same as described in said application and in said order and notice of election, and described by metes and bounds as follows:

BEGINNING at a point in the East R.O.W. of El Chico Trail at Southwesterly corner Block 68 and the Northwesterly corner of Block 69 located in the El Chico Addition, John Cole Survey, Abstract 218, Parker County, Texas;

THENCE South 18 deg. 31 min. East crossing U. S. Highway No. 80 a distance of 220 feet to a point for corner in the South R.O.W. of U. S. Highway No. 80;

THENCE South 71 deg. 29 min. East with the said South R.O.W. of U. S. Highway No. 80 a distance of 2,000 feet to a point for corner in the said South R.O.W. of U. S. Highway No. 80 and being Hrs. Francisco Sanchez Survey, Abstract No. 2347;

THENCE South a distance of 1,080 feet, more or less to a point for corner in the John H. Phelps Survey, Abstract No. 1046, said point being 1,000 feet from U. S. Highway 80 at right angles;

THENCE North 71 deg. 29 min. West, parallel to and 1,000 feet Southwest of the South R.O.W. of U. S. Highway No. 80, passing through Jehn Cole Survey, Abstract No. 218, and I. & G.N. Survey, Abstract No. 1821, crossing the Old Fort Worth Highway and the Clear Fork of the Trinity River, a distance of 9,400 feet to a point for corner in the J. M. Froman Survey, Abstract No. 471;

THENCE Northwesterly to a point for corner in the North R.O.W. of the Old Fort Worth Highway in the Isaac O. Headley Survey, Abstract No. 619, said point being approximately 1,400 feet South and 1,100 feet West of the Northeast corner of said Headley Survey;

THENCE Westerly with the North R.O.W. line of the Old Fort Worth Highway a distance of 2,700 feet to a point for corner in the North R.O.W. of the Old Fort Worth Highway in the David Addington Survey, Abstract No. 21,

said point being 1,800 feet South and 900 feet West of the Northeast corner of said Addington Survey;

THENCE Northwesterly crossing U.S. Highway No. 80 to a point for corner in the North R.O.W. of U.S. Highway No. 80 in the Wesley Franklin Survey, Abstract No. 468, said point being approximately 150 feet North and 1,500 feet East of the Southwest corner of the said Franklin Survey;

THENCE Northwesterly along and with the North R.O.W. line of U. S. Highway No. 80 to a point for corner in the North R.O.W. of U.S. Highway No. 80 and the East R.O.W. of a County Road in the McKinney and Williams Survey, Abstract No. 954;

THENCE North along and with the East R.O.W. of said North-South County Road a distance of 1,900 feet to a point for corner in the East R.O.W. of said County North-South Road in the J. B. Wynn Survey, Abstract No. 1637;

THENCE East parallel to and 500 feet North of an East-West County Road a distance of 2,250 feet to a point for corner in said Wynn Survey;

THENCE South, crossing said East-West County Road, a total distance of 2,000 feet to a point for corner in the Wesley Franklin Survey, Abstract No. 468;

THENCE Southeasterly, crossing U.S. Highway No. 80, a total distance of 2,000 feet to a corner in the David Addington Survey, Abstract 21, said Point being approximately 1,000 feet South and 550 feet West from the Northeast corner of said Addington Survey;

THENCE Easterly to a point for corner in the South R.O.W. of U. S. Highway No. 80, in the Isaac O. Headley Survey, Abstract No. 619, said point being approximately 1,300 feet South and 1,100 feet West of the Northeast corner of said Headley Survey;

THENCE Northeasterly, crossing U. S. Highway No. 80, a total distance of 280 feet to a point for corner in said Headley Survey, said point being approximately 1,100 feet South and 900 feet West of the Northeast corner of said Headley Survey;

THENCE Southeasterly parallel to and 200 feet North of the North R.O.W. line of U. S. Highway No. 80, crossing the Clear Fork of the Trinity River, a total distance of 2,700 feet to a point for corner in the J. M. Froman Survey, Abstract 417, said corner being approximately 2,000 feet South and 1,200 feet West of the Northeast corner of said Froman Survey;

THENCE Northeast a distance of 600 feet to a point for corner in the said Froman Survey, said point being approximately 1,800 feet South and 650 feet West of the Northeast corner of said Froman Survey;

THENCE Southeasterly to a point for corner in the East R.O.W. line of West Stagecoach Trail in El Chico Addition, in the G.G. Tester Survey, Abstract 486, said point being approximately 850 feet North and 200 feet East of the Southwest corner of said Tester Survey;

THENCE Northeasterly along and with the East R.O.W. line of West Stagecoach Trail to a point for corner in the South R.O.W. line of West Stagecoach Trail in the B.B.B. & C. R.R. Co. Survey, Abstract No. 147, said point being 100 feet West and approximately 210 feet North of the Southeast corner of said B.B.B. & C. R.R. Co. Survey;

THENCE North parallel to and 100 feet West of the said East B.B.B. & C. R.R. Co. Survey line, a distance of 1,400 feet to a point for corner in the said B.B.B. & C. R.R. Co. Survey;

THENCE West a distance of 2,950 feet to a point for corner in said B.B.B. & C. R.R. Co. Survey;

THENCE South to a point for corner in the said B.B.B. & C. R.R. Co. Survey, said point being 100 feet North of the South line of said B.B.B. & C. R.R. Co. Survey;

THENCE West to a point for corner in the M. M. Edwards Survey, Abstract No. 1955, said point being 200 feet East of the West line of said Edwards Survey;

THENCE North a distance of 500 feet to a point for corner in said Edwards Survey;

THENCE East a distance of 1,500 feet more or less to a point for corner in the B.B.B. & C. R.R. Co. Survey, Abstract No. 147, said point being 300 feet East of the West line of said B.B.B. & C. R.R. Co. Survey;

THENCE North parallel to and 300 feet East of the said B.B.B. & C. R.R. Co. Survey West line, a total distance of 3,900 feet;

THENCE West a total distance of 3,900 feet more or less to a point for corner in the Ann McGarver Survey, Abstract No. 910, said point being 200 feet West of the West R.O.W. line of a north-south County Road;

THENCE Northerly following along parallel to and 200 feet West of the West R.O.W. line of a North-South County Road a distance of 4,900 feet;

THENCE West a distance of 250 feet to a point for corner;

THENCE Northerly parallel to North-South County Road and 450 feet West of the West R.O.W. a distance of 1,000 feet to a point for corner in the Wm. P. McGarver Survey, Abstract No. 909;

THENCE Easterly a distance of 450 feet more or less to a point for corner in the West R.O.W. line at the center line of the North-South County Road bending East in the Wm. P. McGarver Survey, Abstract No. 909;



THENCE Southerly along and with the West R.O.W. line of a North-South County Road, a distance of 5,500 feet to a point for corner in the R.O.W. of said North-South County Road in the Ann McGarver Survey, Abstract No. 910;

THENCE East a distance of 1,400 feet more or less to a point for corner in the Wm. M. McDonald Survey, Abstract No. 2140, said point being 25 feet East of the West line of said McDonald Survey;

THENCE Northerly parallel to and 25 feet East of the West survey lines of and crossing Wm. M. McDonald, Abstract No. 2140, J. A. Pritchard, Abstract No. 1092, J. W. Perkins, Abstract No. 2410, Charles W. Ligan, Abstract No. 839, and George Cannon, Abstract No. 1934, also crossing East-West County Road, a total distance of 10,550 feet more or less to a point for corner in the North survey line of said Cannon Survey, said point being 25 feet East of the Northwest corner;

THENCE Easterly with said North survey line of Cannon Survey a distance of 2,650 feet more or less to a point for corner in the East R.O.W. line of a North-South County Road in the C. L. Baker Survey, Abstract No. 2281;

THENCE Northerly along and with the East R.O.W. line of the North-South County Road a distance of 400 feet more or less to a point for corner;

THENCE East a distance of 300 feet to a point for corner in the C. L. Baker Survey, Abstract No. 2281;

THENCE South crossing an East-West County Road a distance of 950 feet more or less to a point for corner in the South R.O.W. line of said County Road in the C. L. Baker Survey, Abstract No. 2281;

THENCE Easterly along and with the South R.O.W. line of the East-West County Road, a distance of 500 feet to a point in the said South R.O.W. line in the C. L. Baker Survey, Abstract No. 2281;

THENCE South 500 feet to a point for corner;

THENCE Northwesterly a distance of 1,600 feet to a point for corner in the George Cannon Survey, Abstract No. 1943;

THENCE North to a point for corner in the George Cannon Survey, Abstract No. 1943, said point being 150 feet South of the South R.O.W. line of an East-West County Road;

THENCE Westerly parallel to and 150 feet South of the South R.O.W. line of said East-West County Road a distance of 1,800 feet more or less to a point for corner in the George Cannon Survey, Abstract No. 1943, said point being 175 feet West of the East line of said Cannon Survey;

THENCE Southerly parallel to and 175 feet East of the West survey line of George Cannon, Abstract No. 1943,

Charles Ligan, Abstract No. 839, J. W. Perkins, Abstract No. 2410, J. A. Pritchard, Abstract No. 1092, and Wm. M. McDonald, Abstract No. 2140, a total distance of 10,050 feet to a point for corner in the said McDonald Survey;

THENCE East a distance of 4,900 feet to a point for corner in the B.B.B. & C. R.R. Co. Survey, Abstract No. 147;

THENCE South a distance of 2,000 feet to a point for corner in the B.B.B. & C. R.R. Co. Survey, Abstract No. 147;

THENCE East a distance of 1,200 feet to a point for corner in the C. W. Liggar Survey, Abstract No. 2025, said point being 300 feet East of the West line of said Liggar Survey;

THENCE Southerly parallel to and 300 feet East of the West survey line of the C. W. Liggar Survey, Abstract No. 2025, and the Henry Roark Survey, Abstract No. 1137, a total distance of 3,850 feet more or less to a point for corner in the Easterly R.O.W. line of Ranch House Road in the El Chico Addition;

THENCE South with the Easterly R.O.W. line of Ranch House Road a distance of 150 feet more or less to a point for corner in the Easterly R.O.W. of Ranch House Road and the North R.O.W. of Lariat Lane, said point being the most Southerly corner of Lot 1, Block 42, in the said El Chico Addition;

THENCE Easterly along and with the North R.O.W. line of Lariat Lane a distance of 1,694 feet more or less to a point for corner in the North R.O.W. line of Lariat Lane and the East R.O.W. line of El Chico Trail, said point being the Southwest corner of Lot 2, Block 60, of said El Chico Addition;

THENCE Southerly along and with the East R.O.W. line of El Chico Trail, crossing Surrey Lane, Pleasant Ridge Lane and Scenic Trail, a total distance of 3,354.90 feet more or less to the point of beginning.

THIS ORDER is made and entered by me in the records of the Commissioners' Court of Parker County, Texas, this the 10<sup>th</sup> day of October, 1963, and the County Clerk is ordered to prepare and duly certify a true, full and complete copy of this order, together with a plat of said Town of Willow Park, Texas, and to record the same in the proper Deed Records of Parker County, Texas.

IN WITNESS WHEREOF, my official hand this the 10<sup>th</sup> day of October,

GABE T. VICK  
COUNTY JUDGE, Parker County, Texas

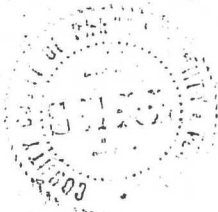


THE STATE OF TEXAS

COUNTY OF PARKER

I, BOBBY JOE TIPTON, County Clerk and Ex-Officio Clerk, Commissioners' Court of Parker County, Texas, do hereby certify that the above and foregoing is a true, full and correct copy of an Order entered by the County Judge of Parker County, Texas, on the 10 day of October, 1963, declaring the results of a Special Election held on the 29th day of April, 1963, on the proposition of incorporating the Town of Willow Park, Texas, and declaring the Town of Willow Park, Texas, incorporated.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the 11 day of October, 1963.

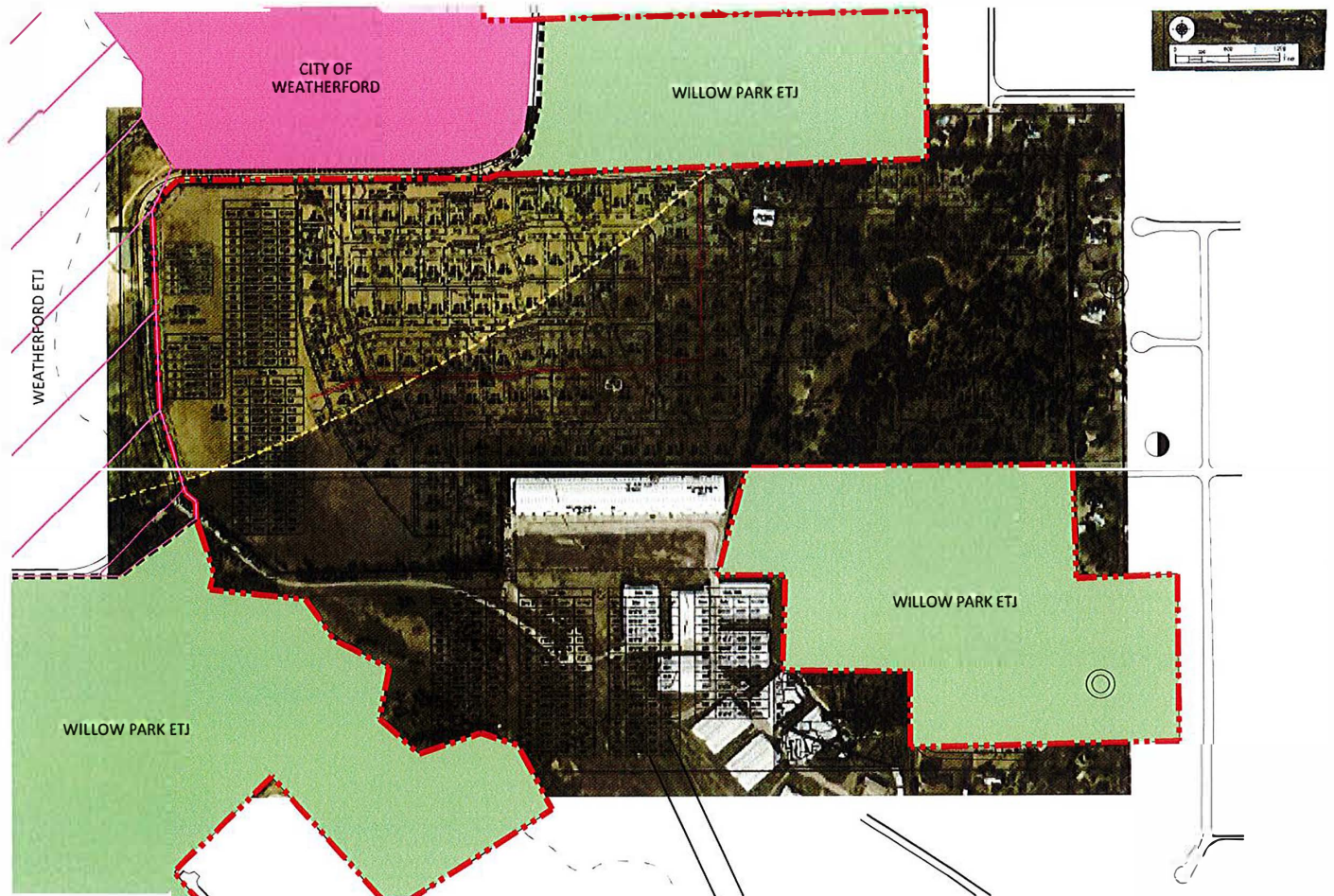


*Bobby Joe Tipton*  
BOBBY JOE TIPTON

County Clerk and Ex-Officio Clerk,  
Commissioners' Court, Parker County,  
Texas



# Exhibit B





## **EXHIBIT C**

### **CITY OF WEATHERFORD'S FIRST REQUESTS FOR PRODUCTION TO WILLOW PARK**

Please take notice that request is hereby made pursuant to Rule 196 of the Texas Rules of Civil Procedure that the Willow Park produce to the undersigned attorneys for Weatherford at 6000 Western Place, Suite 200, Fort Worth, Texas 76107, the documents and tangible things described below within thirty (50) days after service of this request. Willow Park shall serve a written response stating with respect to each request that the items are being served with the response unless the request is objected to, in which event the objection must be stated.

Unless otherwise defined in the following section, words shall have their ordinary meaning.

#### **DEFINITIONS**

“Defendant,” “You,” “Your,” “Yours” and “Willow Park” refers to Defendant, the City of Willow Park, Texas, and each of its agents, representatives and attorneys, and/or any other individual or entity presently or formerly acting at Willow Park’s request or on its behalf.

“Photographs” refer to data stored electronically, i.e., on digital storage devices, as well as those on paper.

“ETJ” means extraterritorial jurisdiction as defined by Chapter 42 of the Texas Local Government Code.

“Document” shall mean and include, in addition to the material specifically designated hereafter, writings of every type and from any source, including originals and non-identical copies that are in your possession, custody or control or known by you to exist. This would include documents sent outside your organization to any sources as well as documents intended for internal use.

This term includes communication not only in words, but in symbols, pictures, sound recording, film, tape, and information stored in, or accessible through, the computer or its information storage retrieval systems. If the information is kept in a computer, or informational storage or retrieval system, the term also includes codes and programming instructions and other materials necessary to understand such systems.

This term includes, but is not limited to: calendars, checkbooks, agenda, agreements, analyses, bills, invoices, records or obligations and expenditures, corporation by-laws and charters, correspondence, diaries, files, legal documents, financial documents including balance sheets and profit and loss statements, letters, memorandum, recorded telephone or in-person conferences, manuals, books, press releases, photographs, purchase orders, records, schedules, memos of interviews, evaluations, written reports of tests or experiments, diagrams, drawings, lists, warnings, public relations releases, telegrams, teletypes, work papers, drafts of documents, and all other writings whose contents relate to the subject matter of the discovery requests.

“And” or “or” shall mean and/or and construing “and” as well as “or” in the disjunctive or conjunctive, as necessary to make the request more inclusive.

### **INSTRUCTIONS**

To the extent that you believe any of the requests for production of documents call for information subject to privilege, answer so much of each request as does not, in your view, request allegedly privileged information and set forth the privilege or privileges you assert with respect to the specific information you refuse to give.

To the extent that you believe that any of the requests for production of documents are objectionable, answer so much of each request that is, in your view, not objectionable, and separately

state the portion of each discovery request to which you object and the grounds for your objections.

This request for production of documents will be deemed to be continuing so as to require further and supplemental responses if you receive, generate or discovery additional information within the scope of any of the request for production of documents.

### **REQUESTS FOR PRODUCTION**

**REQUEST NO. 1:** Please produce the map required by Section 41.001 of the Texas Local Government Code showing the boundaries of Willow Park and its ETJ, annotated to indicate the number of any annexation ordinances and a reference to the minutes or ordinance records in which the ordinance is recorded in full.

#### **RESPONSE:**

**REQUEST NO. 2:** If the map referenced in Request No. 1 does not exist, please produce all maps of Willow Park or other documents showing:

- (1) its current of past municipal boundary;
- (2) its current or past ETJ; or
- (3) any changes to its boundary or ETJ since its incorporation.

This request is limited to the area generally described as west and south of Ranch House Road and north of Interstate Highway 20.

#### **RESPONSE:**

**REQUEST NO. 3:** For all annexations of any part of the area generally described as west and south of Ranch House Road and north of Interstate Highway 20, please produce:

- a. all resolutions initiating annexation and all property owner or resident petitions requesting annexation;
- b. all annexation ordinances;

- c. all exhibits to the annexation ordinances, including, but not limited to, all exhibits or documents showing the property description of the area annexed;
- d. all annexation service plans;
- e. all city council minutes and agendas for meetings where annexations were discussed or public hearings were held; and
- f. all tape recordings of all city council meetings where the annexations were discussed or public hearings were held.

**RESPONSE:**