

NOTICE OF PUBLIC HEARING ON ANNEXATION CITY OF WILLIS, MONTGOMERY COUNTY, TEXAS

Notice is hereby given that the City Council of the City of Willis, Texas, will conduct a public hearing to consider the annexation of approximately 31.64 acres of land situated in the F.K. Henderson Survey, Abstract No. 313, Montgomery County, Texas.

Public Hearing Details:

Date: March 18, 2025

Time: 5:30 pm

Location: Willis City Hall, 200 North Bell Street, Willis, Texas

The purpose of this hearing is to receive public input before the City Council takes final action on the proposed annexation.

A legal description and map of the proposed annexation area, along with the Annexation Service Plan, are available for public review at:

Willis City Hall, 200 North Bell Street, Willis, TX

Online at www.ci.willis.tx.us

All interested persons, including property owners and stakeholders, are invited to attend and provide comments. Written comments may be submitted to the City Secretary's Office at Willis City Hall prior to the hearing.

For further information, please contact Marissa Quintanilla at (936)856-4611 or email mquintanilla@ci.willis.tx.us

Issued this 8th of March, by order of the City of Willis, Texas.

Marissa Quintanilla
City Secretary
City of Willis, Texas

EXHIBIT A

Being a 31.64 acre (1,378,027 square feet) tract situated in the F.K. Henderson Survey, Abstract 248, and the G.W. Lonis Survey, Abstract 313, Montgomery County, Texas, being out of a called 22.72 acre tract of land (Tract 3) as described in an instrument to MRSS Partners, LTD., recorded under Clerk's File Number (C.F.N.) 2019085281 of the Official Public Records of Montgomery County, Texas (O.P.R. M.C.T.), and being out of a called 95.47 acre tract of land (Tract 19) as described in an instrument to MRSS Partners, LTD., recorded under C.F.N. 2019085281 of the O.P.R. M.C.T., said 31.64 acres being more particularly described by metes and bounds as follows with all bearings based on Texas State Plane Coordinate System, Central Zone, North American Datum 1983;

BEGINNING at a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") found in the east right-of-way line of Interstate Highway 45 (right-of-way width varies), same point being the northwest corner of the herein described tract and the southwest corner of a called 36.63 acre tract conveyed to Market at Willis Associate, LLC, by Warranty deed recorded under Clerk's File No. 2019085526 O.P.R. M.C.T.;

THENCE North 73°29'04" East, with the common line between said 22.72 acre tract and said 36.63 acre tract, a distance of 295.35 feet to a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") found for an angle point of the herein described tract;

THENCE North 52°43'58" East, continuing with said common line, a distance of 96.00 feet to a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") found for an angle point of the herein described tract;

THENCE North 71°17'58" East, continuing with said common line, a distance of 696.17 feet to a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") found for the northeast corner of the herein described tract;

THENCE South 18°43'09" East, over and across said 95.47 acre tract, a distance of 1,156.82 feet to a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") set for the southeast corner of the herein described tract;

THENCE South 72°40'09" West, a distance of 583.18 feet to a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") found for the beginning of a curve to the left;

THENCE in a southwest direction along said curve to the left having a radius of 150.00 feet, a central angle of 90°00'00", an arc length of 235.62 feet, and a chord bearing of South 27°40'09" West, 212.13 feet to a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") found for a point of tangency;

THENCE South 17°19'51" East, a distance of 134.73 feet to a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") found for a south corner of the herein described tract;

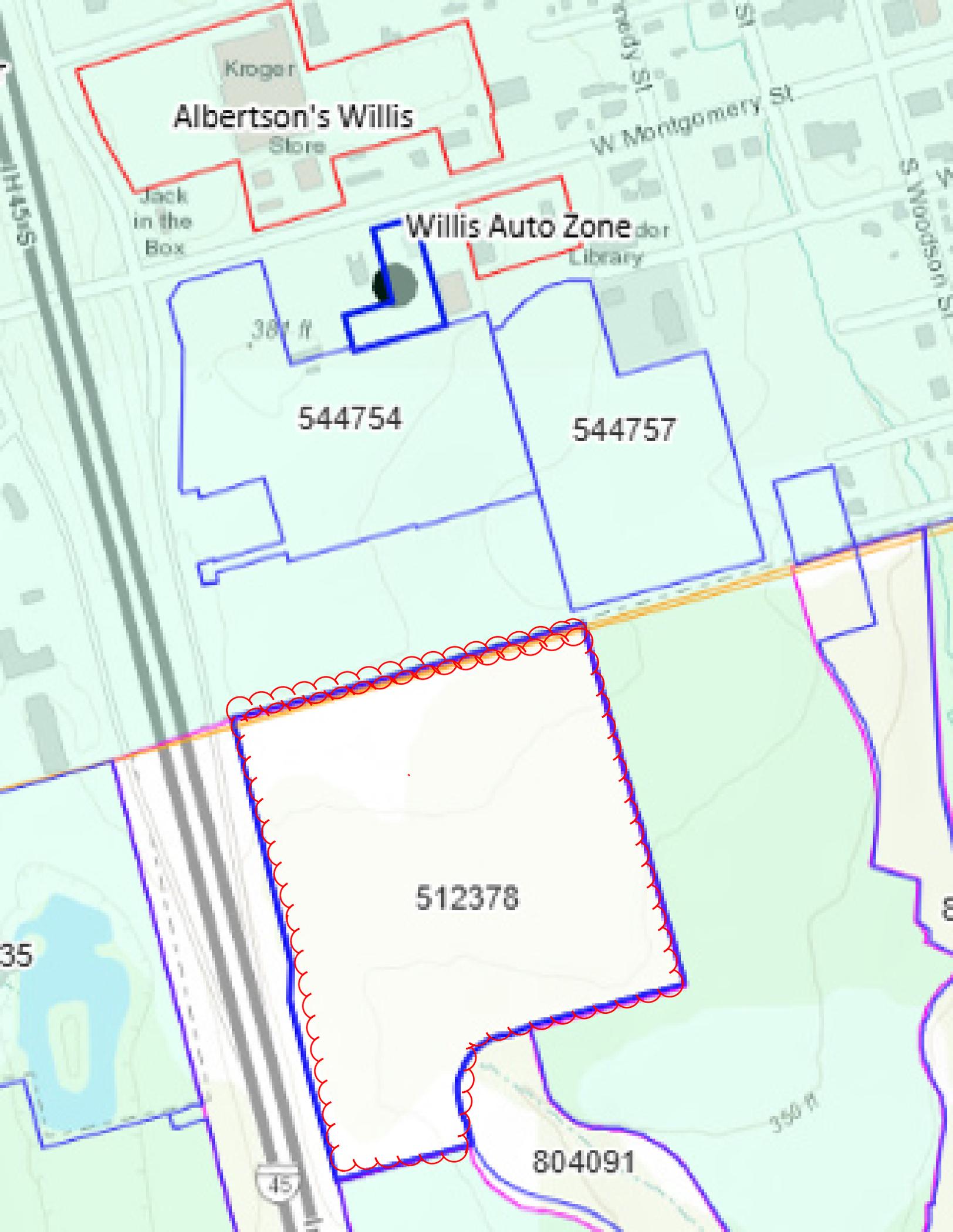
THENCE South $72^{\circ}40'09''$ West, a distance of 409.94 feet to a 5/8-inch iron rod with cap (stamped "Landpoint 10194172") found being in the east right-of-way line of said Interstate Highway 45 and the west line of said 22.72 acre tract for the southwest corner of the herein described tract;

THENCE North $17^{\circ}20'13''$ West, along and with the east right-of-way line of said Interstate Highway 45 and the west line of said 22.72 acre tract, a distance of 596.19 feet to a concrete monument found for an angle point of the herein described tract;

THENCE North $01^{\circ}12'33''$ East, a distance of 105.12 feet to a concrete monument found for an angle point of the herein described tract;

THENCE North $17^{\circ}18'59''$ West, a distance of 690.38 feet to a 12 inch pine tree for an angle point of the herein described tract;

THENCE North $17^{\circ}15'01''$ West, a distance of 9.81 feet to the POINT OF BEGINNING and containing a computed 31.64 acres (1,378,027 square feet) of land in Montgomery County, Texas.



Albertson's Willis

Willis Auto Zone

544754

544757

512378

804091

Kroger

Store

Jack
in the
Box

W Montgomery St

Library

381 ft

350 ft

45

35

8

**ANNEXATION SERVICE AGREEMENT
BETWEEN CITY OF WILLIS, TEXAS AND
MARKET AT WILLIS ASSOCIATES, LLC**

This ANNEXATION SERVICE AGREEMENT (this “Agreement”) is made this 18 day of February, 2025 (the “Effective Date”), by and between the CITY OF WILLIS, TEXAS (the “City”), a home rule municipality of the State of Texas, and MARKET AT WILLIS ASSOCIATES, LLC, a Texas limited liability company (“Developer”). The City and Developer are hereinafter sometimes referred to, individually, as a “Party” and, collectively, as the “Parties.”

**ARTICLE I
RECITALS**

WHEREAS, Developer is the owner of approximately 31.64 acres of land described by metes and bounds in **Exhibit A** and located in the in the extra-territorial jurisdiction (“ETJ”) of, and contiguous to, the City of Willis, Texas, herein referred to as “Property,” and

WHEREAS, pursuant to Texas Local Government Code Chapter 43, Subchapter C-3 (the “Code”), Developer has requested voluntary annexation of the Property; and

WHEREAS, the Code requires the City and the Developer to negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area, to include a list of each service the City will provide on the effective date of the annexation; and a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, the Parties intend that this Agreement be a written agreement listing the City services to be provided to the Property as required by the Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

**ARTICLE I
PROPERTY TO BE ANNEXED**

This Annexation Service Agreement is applicable to the Property upon the City's adoption of an Ordinance annexing the Property into the City's corporate boundaries following the submittal of a voluntary petition by the Developer.

ARTICLE II.

TERM

This plan shall be valid for a term of five (5) years from the effective date.

ARTICLE III.

SERVICES TO BE PROVIDED UPON ANNEXATION

All municipal services shall be provided immediately upon annexation of the Property unless otherwise specified except where the City does not provide those services:

3.01 Police Protection. Police services will be provided to the Property at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the Property.

3.02 Fire Protection. The City of Willis does not provide fire protection. Fire protection is presently provided in the City of Willis by the Montgomery County Emergency Services District No. 1 (the "ESD"). The City of Willis does not fund nor is it associated with the operation of the ESD.

3.03 Solid Waste Collection. Solid waste collection shall be provided by the City through its applicable third party provider, currently Waste Management of Texas, Inc., a solid waste collection company.

3.04 Gas Utility Service. The City does not provide gas utility service. CenterPoint Energy, a public gas utility company, provides utility gas service which is not presently available to all parts of the City.

3.05 Emergency Medical Services. The City does not provide emergency medical services or ambulance services to its residents. The existing level of service is provided by the Montgomery County Hospital District emergency medical services.

3.06 Maintenance of Water and Wastewater Facilities. As of the Effective Date, the City represents that it has adequate water supply and wastewater treatment capacity sufficient to serve the Property, estimated to be 48,000 gallons per day of water service and 42,500 gallons per day of wastewater treatment capacity. Upon the annexation of the Property, the City shall irrevocably allocate such capacity to the Property, and upon request of the Developer, issue a written certification as to same. As each phase of the Property is developed and public water and wastewater (sewer) facilities within the Property (the "City Utility Facilities") are constructed by the Developer, and accepted by the City, the City of Willis will provide public retail water and

wastewater (sewer) service in accordance with applicable City ordinances at the in-City residential and commercial rates. Nothing herein shall prohibit the City from providing retail water and wastewater service to the Property prior to the City's annexation of the Property should the City Utility Facilities be completed by the Developer and accepted by the City prior to the annexation of the Property.

3.07 Maintenance of Roads, Streets and Street Lighting. The City of Willis will provide maintenance of public streets and rights of way in the Property, if any, as they are constructed by the Developer and subsequently dedicated to the City. Once the streets have met all testing requirements and have been officially dedicated to the City by plat or otherwise, the City shall accept such said streets and applicable rights of way and maintain same to the same degree and extent that other public roads and rights of way are maintained in areas of the City with like topography, land use and density as those found within the Property. Maintenance of streetlights is provided by the local power company, Entergy Texas, on a contract basis. The City will instruct Entergy Texas to repair or replace defective streetlights to the same degree and extent that other public streetlights are maintained in areas of the City with like topography, land use and density as those found within the Property.

3.08 Parks, Playgrounds, and Swimming Pools. Neither the City nor Developer shall be required to provide public parks, playgrounds or swimming pools in connection with the annexation of the Property.

ARTICLE IV. **MISCELLANEOUS PROVISIONS**

4.01 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, that the individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by Section 43.0672 of the Texas Local Government Code.

4.02 Entire Agreement: Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

4.03 Applicable Law: Venue. This Agreement is entered into under and pursuant to and is to be

construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the parties are performable in Montgomery County. Venue for any action to enforce or construe this Agreement shall be Montgomery County.

4.04 **No Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.05 **Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to *force majeure*, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within five (5) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term, "*force majeure*," shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

4.06 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED as of the date first set forth above.

CITY:

CITY OF WILLIS, TEXAS,
a home rule municipality of the State of Texas

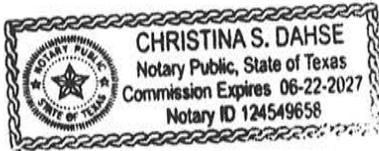
By: 
Leonard Reed, Mayor

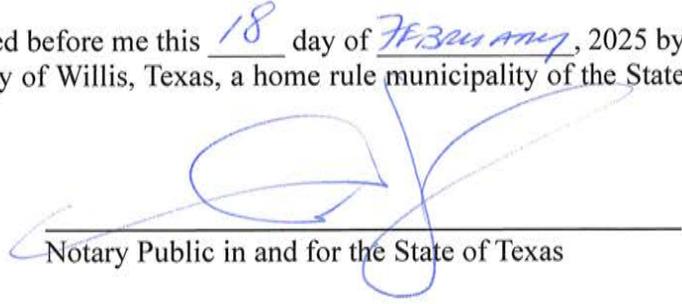
Attest:


Marissa Quintanilla, City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 18 day of FEBRUARY, 2025 by LEONARD REED, the mayor of the City of Willis, Texas, a home rule municipality of the State of Texas, on behalf of said city.





Notary Public in and for the State of Texas