

**Belton City Council Special Called Meeting
November 1, 2016 – 5:30 P.M.**

The Belton City Council met in special session in the Wright Room at the Harris Community Center with the following members present: Mayor Marion Grayson, Mayor Pro Tem David K. Leigh and Councilmembers Craig Pearson, Jerri Gauntt, Paul Sanderford, Guy O'Banion and Dan Kirkley. Staff present included Sam Listi, John Messer, Gene Ellis, Amy Casey, Brandon Bozon, Erin Smith, Chris Brown, Angellia Points, Kim Kroll, Matt Bates, Paul Romer, Cynthia Hernandez, Bruce Pritchard, Byron Sinclair, Charlotte Walker and Aaron Harris.

The Pledge of Allegiance to the U.S. Flag was led by Councilmember Paul Sanderford and the Pledge of Allegiance to the Texas Flag was led by Director of Public Works Byron Sinclair. The Invocation was given by Councilmember Dan Kirkley.

1. **Call to order.** Mayor Marion Grayson called the meeting to order at 5:31 p.m.
2. **Public Comments.** There were none.

Growth Management

3. **Conduct annexation public hearings and present Municipal Services Plans for seven areas:**
 - A. **Area 1: Approximately 716.44 acres located on the east side of IH 35, along and south of Decker Road. The tract extends southward to the Lampasas River, and extends along the river to the south and southeast, connecting to existing city limits, east of Toll Bridge Road.**
 - B. **Area 2: Approximately 198.69 acres located on the east side of IH 35, between the east/west portion of the Lampasas River and Elmer King Road.**
 - C. **Area 3: Approximately 250.14 acres located south of the intersection of IH 35 and the Lampasas River. The tract extends along the west side of IH 35, measuring approximately 1,000' in width, and would add 1,000' additional on the west side of IH 35 to the current 1,000' total city limit width centered on IH 35. The tract extends southward along IH 35 south of Amity Road, and adjoins the Salado ETJ line.**
 - D. **Area 4: Approximately 297.20 acres located south of the intersection of IH 35 and the Lampasas River. The tract extends along the east side of IH 35, measuring approximately 1,000' in width, and would add 1,000 additional feet to the current 1,000' total city limit width centered on IH 35. The tract extends southward along IH 35 south of Amity Road, and adjoins the Salado ETJ line.**

- E. Area 5: Approximately 228.27 acres located along and north of Sparta Road and west of the existing city limits, extending west to FM 439, and east along Sparta Road to the city limits.**
- F. Area 6: Approximately 24.10 acres located generally along the proposed north/south alignment of Lake-to-Lake Road, north of Sendero Estates Subdivision, and south of FM 93.**
- G. Area 7: Approximately 2.713 acres located on the south side of Avenue O, between Avenue O and Old Golf Course Road.**

City Manager Sam Listi presented an overview of the areas under consideration for annexation. He presented municipal service plans for each area as shown in Exhibit "A".

Mayor Grayson opened the public hearing.

Cody Sulak, 4602 Sparta Road: Mr. Sulak said he hopes that Area 5 is not annexed, and if they are not annexed, he believes that the development agreements that they have signed should be invalidated. He said that it is not fair for him to be subjected to a development agreement if his neighbors to the south are not.

Jamie Stall, 7241 Toll Bridge Road: Ms. Stall asked how the annexation would affect her taxes and in what year. Director of Finance Brandon Bozon stated that it would not affect her taxes until the 2017 tax year. She asked what the proposed tax rate was, and Mr. Bozon responded that it is \$0.6598 per \$100 valuation. She asked about the effect on property with an agriculture exemption. Mr. Bozon said that if a property is currently exempt, then it will continue to be exempt.

Barry Gerstenberg, 188 Elmer King Road: Mr. Gerstenberg said that at the last annexation public hearing Mayor Pro Tem David K. Leigh stated that there needed to be communication and compromise. Mr. Gerstenberg said that the only communication that he's aware of is that they will be annexed and don't have much say in it. He doesn't see much compromise in that. He talked about a petition that had been rejected by the City for something somewhat trivial. He said, "If the tax benefit doesn't include us, then the tax burden shouldn't apply to us." He asked about the municipal service plans, and if there are as many development agreements out there as he thinks there are, how many calls are included in the budget, and when does it stretch the budget too far. He wants to know why, at the last meeting, it was stated that only one child could inherit the land, and the land could not be split. He wanted to know why the development agreements were supposed to be turned in by a certain date only to find out that additional time was allowed for some. He said that most of the people in attendance do not have a good understanding of ETJ law, and he feels that they are being taken advantage of. He said he is concerned with the ten year time limit.

Gilbert Gerstenberg, 188 Elmer King Road: Mr. Gerstenberg asked when this annexation business was going to be approved. He asked if he was wasting his time being at the meeting, or if it is already cut and dried. He has talked to some City employees about things he would like to have done out by his property, but all he's gotten is sad stories about small budgets. He said he is opposed to the annexation.

John Fulwiler, 5210 Sparta Road: Mr. Fulwiler said he's not going to dwell on annexation since most people present in the meeting have already signed development agreements. He talked about the state of our nation, and how it affects us from here forward specifically relating to global economics. Every financial decision the City Council makes from this day forward will have a lasting impact on the citizens for years to come. He said instead of growing for growth's sake, the Council should focus on the quality of life that exists now and the quality of life we could expect in the next 5-10 years.

Miguel Laboy, 5031 Sparta Road: He said there are a few residents that are on a fixed income and every little amount of tax is less money in his paycheck. He left Killeen because of all the taxes.

George Dishon, 4650 Sparta Road: Mr. Dishon said that he had a wonderful talk with the City Manager, and he signed the development agreement although he feels a little under duress. He predicts that the Council will not annex Area 5 since there are so many signed development agreements. He said that he will be 74 when the development agreement ends, and he hopes to one day leave the property to his children. He said that Mr. Listi told him that if he sold a piece of the property to his son, then he would be in violation of the agreement. He said he's concerned that the City wants to "big brother" him. He said that he wants the Council to make his prediction come true, and not annex Area 5. He also wants the development agreements to remain unsigned by the City.

Stacie Dishon, 4650 Sparta Road: Mrs. Dishon said that she had nearly all the residents in their area submit letters, but she missed the age requirement. She hopes that going through the process has helped those with, and without, development agreements avoid annexation. Additionally, she believes that they have helped the Sparta Volunteer Fire Department through this process. She said that we need to make sure that the City is not writing checks for services they cannot provide. She added that we also need to pray for our nation.

Gloria Holle, 2820 Sparta Road: Ms. Holle thanked the Council for their service. She wondered why they were required to sign the development agreements prior to the decision on annexation. She feels that the development agreement is extremely restrictive. She discussed the costs that will now be involved due to the permitting requirements outlined in the development agreement. She said that at the last meeting, she felt one Councilmember was made to feel that she could not speak. She thinks that it could have been beneficial for her to hear what the Council thought about some of the issues. She added that she wanted Area 5 to be

removed from 439 WSC's CCN and be included in the City of Belton's water system regardless of annexation.

Joe Moore, 5470 Sparta Road: Mr. Moore thanked the Council for the things they are trying to do for Belton. He said that the letters he has received from the City including the development agreement amount to a pile of salt. He said the residents of Area 5 wanted to have a face-to-face meeting with the Council which wouldn't include the media. He said he doesn't appreciate a "hired hand" telling him how he was going to spend his money.

Melisa Franks, Sparta Road: Ms. Franks said they bought their property in 2005, but they haven't been able to afford to build on the property, yet. She would like to see a longer term for the development agreements.

David Gibson, 720 Decker Road: Mr. Gibson questioned the boundaries of the study area. Mayor Pro Tem Leigh showed him the map and explained where the boundaries were.

Ignacio Tovar, 4683 Sparta Road: His property is not in the study area, but he is across the road from Area 5. He said he hasn't talked with one person who is in favor of annexation. He is concerned that his property will be included in a future annexation. He said that he owns a small business, and he has to listen to his partners. He believes that the City should listen to the residents who don't want to be annexed. He asked rhetorically why the City wants to annex the properties. He said that the taxes paid to the City would never come close to covering the cost of providing services to this area. He said it does not make sense to him.

Ms. Jamie Stall asked why some had not received development agreements. Mr. Listi explained that he and Director of Planning Erin Smith had received a list of properties from the Bell County Appraisal District that had either an ag, timber or wildlife management exemption. Development agreements have been sent to those property owners.

Mayor Grayson closed the public hearing.

4. Annexation Work Session.

City Manager Sam Listi provided a summary of information in response to questions that had come up during meetings with property owners and also addressing questions that had come up during this meeting. This summary is attached as Exhibit "B." He said that rarely will an annexation pay for itself. Most annexations are contemplated as a way to manage growth.

Mr. Listi said that the process provided for in State law does not lend itself to a comfortable interaction with property owners as it tends to be legalistic. He said that annexations prior to 2007 did not include development agreements. He added that

the City's planning does not stop at the city limits in order to anticipate future growth and provide the Council with the best possible information to make decisions.

A map was provided to the Council by Mr. Listi that shows the number of location of properties that received development agreements and their status. The map is included as Exhibit "C."

Mayor Pro Tem Leigh asked, "At the end of the term of the development agreement, is there a provision for an automatic annexation or does it just go away and cease to be an issue?" Additionally he asked, "If someone enters into a development agreement, and at some point subdivides the property, in essence breaches the contract, is there a retroactive period of taxation?" City Attorney John Messer and City Manager Listi both stated that they were unaware of any provision that allowed for retroactive taxes being collected. Mr. Listi said that a division of the property to a family member of less than 20 acres would automatically subject the property to an analysis for annexation. If there is not a conveyance that results in less than 20 acres, then there can be additional construction of a home on the property.

Councilmember Paul Sanderford asked about the process for approving the development agreements. Mr. Listi said that he anticipated presenting area by area development agreements and how they impact each area. He said it is not in the Council's discretion to decline the development agreement and choose to annex the property. If they are eligible for a development agreement, then Council must either accept the development agreement, or decline the development agreement and not annex the property. He added that a development agreement provides protection to both the property owner and the City. He said the development agreement is a bridge between annexing the property and doing nothing, as it provides clarity for both the City and the property owner.

Mr. Leigh said that this is a study process that citizens get to participate in with the Council. He added that because of the Open Meetings Act, the Council cannot go meet at Starbucks to discuss what the Council wants to do. Council gets to sit here and discuss what they are going to do. Mr. Leigh said that these are areas of study, and the Council has not made up their minds. He said that cities try to project where development will occur in order to prevent future land use issues.

Councilmember Guy O'Banion asked for clarification regarding the development agreement related to subdivision of property for family members. He said that type of subdivision will come to the Council for review, but it does not mean that it will be automatically annexed. Mr. Listi said that is correct. It allows us to review the area to determine if annexation of the property is timely.

Councilmember Jerri Gauntt asked if a longer term for non-annexation was available. Mr. Listi said that it is a Council decision, but since the City is so far into the process, it would be difficult and awkward at this point, given the number of property owners who have signed based on the 5 and 10 year terms. Mr. Leigh

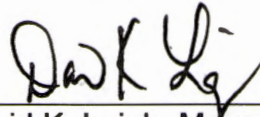
asked about typical terms with the surrounding areas. Mr. Listi said that he was not aware what surrounding cities were presenting, but he is aware of a recent one in Harker Heights that was the maximum term of 45 years. He said that the Council chose to be conservative in what areas to study, and did not choose to look at the full extent of the ETJ, so the shorter terms seemed appropriate for consideration as presented to Council.

Councilmember Craig Pearson thanked everyone for their involvement in the process. He said that the Council owes it to the citizens to ensure that past land use issues do not occur again. He believes that the development agreements are a good tool for both property owners and the City.

Mr. Listi summarized the schedule for annexation proceedings. The development agreements and the first reading of the annexation ordinance will be presented at the Council meeting on November 22, 2016. Final action by the Council on annexation will be taken on December 13, 2016.

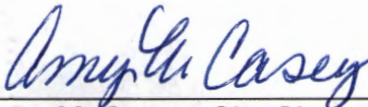
Mayor Grayson said that the Council is looking to do what is best for the citizens of Belton. She thanked everyone for their civility and for participating in the process.

There being no further business, the Mayor adjourned the meeting at 7:01 p.m.



David K. Leigh, Mayor Pro Tem

ATTEST:



Amy M. Casey, City Clerk

**City Of Belton
2016 Growth Management Study
Municipal Services Plan Overview**

Provision of Services to Annexed Areas is required (43.056 LGC) in three parts. City must develop, and make available, a Municipal Services Plan that provides services that are equal or superior to services provided in the area prior to annexation:

- A. Basic Services – Police, Fire, EMS, Street Maintenance, Public Park Maintenance, if any, and extension of currently provided services.
- B. Full Municipal Services – Extension of all city services, but a uniform level of services is not required based on existing topography, land use, and population density.
- C. Capital Improvement Plan (CIP) project listing based on known commitments, as well as inclusion in CIP planning for future capital needs.

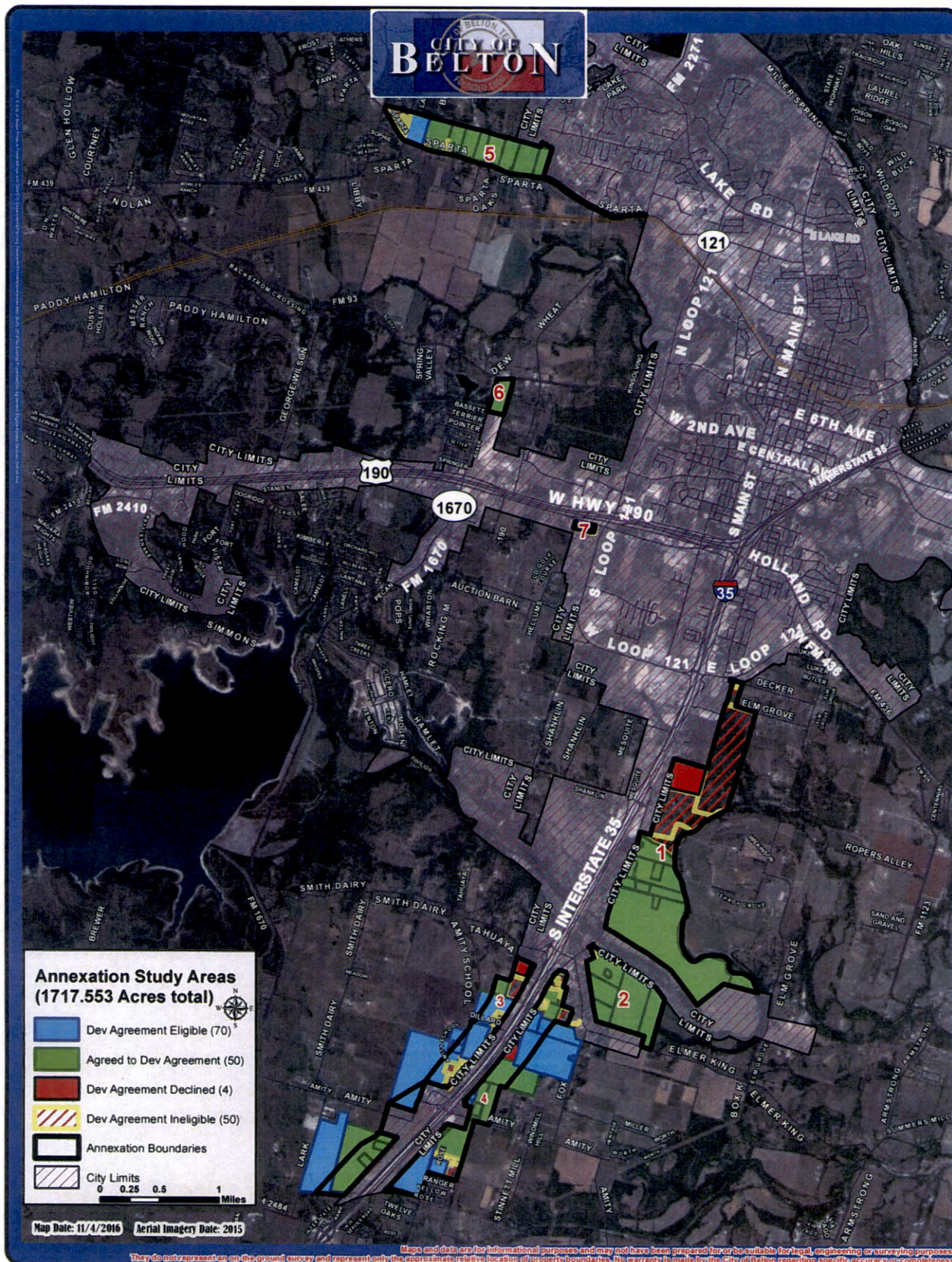
The City of Belton will provide the following services immediately upon the effective date of annexation. All services will be provided at a service level equal or superior to the level of service provided prior to annexation.

- POLICE PROTECTION, SERVICES
- ANIMAL CONTROL SERVICES
- FIRE AND EMERGENCY SERVICES (EMS)
- FIRE PREVENTION SERVICES
- PLANNING, ZONING AND DEVELOPMENT REVIEW
- CODE ENFORCEMENT SERVICES
- LIBRARY SERVICES
- PARKS & RECREATION SERVICES, FACILITIES, PROGRAMMING
- STREETS & STORM DRAINAGE MAINTENANCE
- SANITATION
- BRUSH COLLECTION
- RECYCLING COLLECTION
- UTILITIES (WATER DISTRIBUTION/WASTEWATER COLLECTION)
- ENVIRONMENTAL HEALTH
- SERVICES, FUNDING AND CITY POLICIES

**City of Belton
Annexation Work Session
November 1, 2016**

1. Update on Executed Development Agreements
2. Common Development Agreement Questions/Issues:
 - a. Due Date:
 - *October 28th - original date requested; extended to Tuesday, November 1st
 - *Friday, November 4th - Latest - Reasons Needed:
 1. City Council Action on 11/22/16 to approve development agreements; and
 2. City Council Action on 11/22/16 to approve annexation ordinance on 1st Reading, requiring revised field notes due to changed boundaries.
 - b. Term:
 - * Longer Term Requested
 - *10 Year: Areas 2 & 5
 - *5 Year: Areas 1, 3, 4, & 6
 - *N/A: Area 7
 - *All executed Development Agreements include these terms.
 - c. Permit Requirement:
 - *Permit required for any development or structure.
 - *Review for street ROW projected in Thoroughfare Plan; for building placement (setbacks) as if in City and zoned Agricultural; and to ensure compliance with Development Agreement, including no subdivision of land.
 - *No compliance required for City Standards including City electrical code, plumbing code, design standards, masonry requirement, landscaping, etc.
 - *No fee required for permit.
 - d. Comments from Council
3. Council Questions of Staff
4. Next Steps in Annexation Schedule
5. Adjourn

Exhibit "C"



Map and data are for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries. No warranty is made by the City of Belton regarding geographic accuracy or complete accuracy.

	Total Properties Eligible	Total DA's Received	Total DA's Declined
AREA 1	15	14	1
AREA 2	5	5	
AREA 3	15	8	1
AREA 4	23	12	2
AREA 5	11	10	
AREA 6	1	1	

CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of approximately 716.44 acres, and is located on the east side of IH 35, along and south of Decker Road. The tract extends southward to the Lampasas River, and extends along the river to the south and southeast, connecting to existing city limits, east of Toll Bridge Road.

Municipal Services to be Provided: The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) 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.
- (4) 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.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the certificated area of two water districts: The **City of Belton** and **Armstrong Water Supply Corporation**. The City of Belton is responsible for water service in the western portion of the Area, subject to the City's water extension policies. Decker Road and the area east of Capital Way are within the Armstrong CCN. Water service, whether provided by Armstrong Water Supply Corporation or the City of Belton, will be subject to regulation by the City of Belton as it relates to development standards and design requirements, including the City's subdivision regulations.

Wastewater Service/Collection. (NOTE: Pending Sewer CCN Service Area, subject to Public Utility Commission approval.) Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Trunk Sewer Line. A trunk sewer line is currently in design and is planned for placement along the east side of IH-35, adjacent to Area 1. This trunk line will be available for extension to the south, east, and northeast for service to developing properties in the same manner as they are available in other locations within the City in accordance with City extension policies. Line construction is scheduled to begin in 2017 and service will be available by June 30, 2019.
2. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

3. Water/Wastewater Facilities Other than the Trunk Sewer Line Identified above in No.1. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2019. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

4. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.
5. Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service. An expansion of the City's hike and bike trail network totaling approximately 0.8 mile, and extending from University Blvd to the proposed Sparta Road roundabout, will connect with the City's existing trail system for a total projected length of 2.8 miles. This trail will be available by June 30, 2019.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.






Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).

CITY OF BELTON

-  Property Boundaries
- # of Resident Addresses**
-  Area 1, In Annexation Boundary (16)
-  Area 1 - 716.44 Acres
- ETJ Boundaries**
-  Belton ETJ
-  Temple ETJ



ANNEXATION STUDY 2016 - AREA I 716.44 ACRES OF LAND FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

- DAVID & DECKER
205 DECKER ROAD
BELTON, TEXAS 76513
CALLED 1.0 ACRE
Vol. 2554, Pg. 158
- DAVID DECKER
205 DECKER ROAD
BELTON, TEXAS 76513
CALLED 0.88 ACRES
Vol. 2554, Pg. 158
- GALIN CLARK ROVELL and
BART S. CLARK
304 TAYLORS DRIVE
TEMPLE, TEXAS 76788
CALLED 24.10 ACRES
Vol. 266, Pg. 18
- BRIS, LLC
2005 TAYLORS VALLEY ROAD
BELTON, TEXAS 76513
CALLED 44.948 ACRES
Doc. No. 2004-0004871
- BRIS, LLC
P.O. BOX 191
BELTON, TEXAS 76513
CALLED 80.41 ACRES
Doc. No. 2006-0000025
- DAVID P. FREDERICKSON
485 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 24.10 ACRES
Doc. No. 2000-0004021
- IF 66 PROPERTY MANAGEMENT, LTD
C/O DONALD R. BROCKHOFF
PO BOX 466
TEMPLE, TEXAS 76788
CALLED 0.98 ACRES
Doc. No. 2005-0005041
- IF 66 PROPERTY MANAGEMENT, LTD
C/O DONALD R. BROCKHOFF
PO BOX 466
TEMPLE, TEXAS 76788
CALLED 26.38 ACRES
Vol. 4501, Pg. 251
- LAURA ALFORD
5271 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 75.208 ACRES
Vol. 5065, Pg. 11
- LAURA ALFORD
5271 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 0.98 ACRES
(Remainder of 14.88 Acres)
Vol. 5065, Pg. 11
- LAURA ALFORD
5271 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 0.97 ACRES
(Remainder of 5.056 Acres)
Vol. 5065, Pg. 11
- JAMES H. KINGS and wife,
DOLGERS D. KINGS
1995 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 1.19 ACRES
Doc. No. 2004-0004895
- ALTON L. SHEPPARD, JR. and wife,
ELIZABETH SHEPPARD
PO BOX 481
BELTON, TEXAS 76513
CALLED 1.28 ACRES
Vol. 2554, Pg. 471
- ALTON L. SHEPPARD, JR. and wife,
ELIZABETH SHEPPARD
PO BOX 481
BELTON, TEXAS 76513
CALLED 23.38 ACRES
Vol. 2554, Pg. 471
- RIVER PARK LTD.
C/O ROBERT STEY and ANN
292 CENTENARY AVE.
DALLAS, TEXAS 75225
PORTION OF CALLED 481.554 ACRES
Vol. 2355, Pg. 122

LINE	BEARING	DISTANCE
11	S 79°18'41" E	129.28
12	S 79°18'41" E	129.28
13	S 79°18'41" E	129.28
14	S 79°18'41" E	129.28
15	S 79°18'41" E	129.28
16	S 79°18'41" E	129.28
17	S 79°18'41" E	129.28
18	S 79°18'41" E	129.28
19	S 79°18'41" E	129.28
20	S 79°18'41" E	129.28
21	S 79°18'41" E	129.28
22	S 79°18'41" E	129.28
23	S 79°18'41" E	129.28
24	S 79°18'41" E	129.28
25	S 79°18'41" E	129.28
26	S 79°18'41" E	129.28
27	S 79°18'41" E	129.28
28	S 79°18'41" E	129.28
29	S 79°18'41" E	129.28
30	S 79°18'41" E	129.28
31	S 79°18'41" E	129.28
32	S 79°18'41" E	129.28
33	S 79°18'41" E	129.28
34	S 79°18'41" E	129.28
35	S 79°18'41" E	129.28
36	S 79°18'41" E	129.28
37	S 79°18'41" E	129.28
38	S 79°18'41" E	129.28
39	S 79°18'41" E	129.28
40	S 79°18'41" E	129.28
41	S 79°18'41" E	129.28
42	S 79°18'41" E	129.28
43	S 79°18'41" E	129.28
44	S 79°18'41" E	129.28
45	S 79°18'41" E	129.28
46	S 79°18'41" E	129.28



This document was prepared under 22 TAC 660.23, does not reflect the results of an on the ground survey and is not to be used for conveyance or subdivision interests in real property except those rights and interests created or established by the creation or reorganization of the political subdivision for which it was prepared.

The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

This sketch is to accompany a description of the parcel shown 716.44 acre tract.



1303 South 21st Street
Temple, Texas 76788
254-710-2272 Killeen 254-634-4696
Fax 254-714-7606
Tx Firm Lic. No. 10023600

ALL COUNTY SURVEYING, INC.

ANNEXATION STUDY 2016 - AREA I 716.44 ACRES OF LAND FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

Plot Date: 09-01-2016

Scale: 1" = 800'

Job No. 16095

Dwg No. 16095-001

Drawn by: J. LUGG

Surveyed by: C. LUGG

Copyright 2016 All County Surveying, Inc.

CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of approximately 198.69 acres, and is located on the east side of IH-35, between the east/west portion of the Lampasas River and Elmer King Road.

Municipal Services to be Provided: The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) 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.
- (4) 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.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the Certificate of Convenience and Necessity (CCN) area of the **City of Belton**, subject to the City's water extension policies. Such water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements in accordance with the ordinances, rules and regulations in effect at the time of installation.

Wastewater Service/Collection. (NOTE: Pending Sewer CCN Service Area, subject to Public Utility Commission approval.) Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the

City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Trunk Sewer Line. A trunk sewer line is currently in design and is planned for placement along the east side of IH-35, north of this Study Area. This trunk line will be available for extension to developing properties in the same manner as they are available in other locations within the City in accordance with City extension policies. Line construction is scheduled to begin in 2017 and service will be available by June 30, 2019.
2. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.
3. Water/Wastewater Facilities Other than the Trunk Sewer Line Identified above in No.1. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including

water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2019. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

4. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.
5. Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service. An expansion of the City's hike and bike trail network totaling approximately 0.8 mile, and extending from University Blvd to the proposed Sparta Road roundabout, will connect with the City's existing trail system for a total projected length of 2.8 miles. This trail will be available by June 30, 2019.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).

CITY OF BELTON



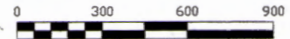
ANNEXATION STUDY 2016 - AREA 2

198.69 ACRES OF LAND

FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

ORDINANCE NO.
2000-17

LINE	BEARING	DISTANCE
L1	S 34°40'02" E	41.02'
L2	S 42°18'44" E	236.48'
L3	S 57°27'18" E	141.20'
L4	S 16°04'41" W	46.14'
L5	N 73°48'47" W	46.05'
L6	N 10°44'53" W	374.38'
L10	N 36°44'04" W	110.12'
L11	N 56°26'10" E	212.50'



● - Calculated Point

ORDINANCE NO.
2004-56

ORDINANCE NO.
2004-39

- GREGORY TRADER
6501 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 0.46 ACRES
Vol. 1671, Pg. 174
- GREGORY TRADER
6501 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 1.728 ACRES
Vol. 1528, Pg. 45
- PAUL ALAN NEESE and wife,
VELMA CATHRYN NEESE
6471 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 5.66 ACRES
Vol. 2846, Pg. 141
- DAVID D. FULLER, JR. and wife,
AUDREY FULLER
6605 TOLLBRIDGE ROAD
BELTON, TEXAS 76513
CALLED 51.05 ACRES
Doc. No. 2010-000366T
- LODENE GERSTENBERG MOORE
100 ELMER KING ROAD, UNIT 100
BELTON, TEXAS 76513
REMAINDER OF
CALLED 44.8 ACRES
Vol. 3640, Pg. 643
- ROBERT WAYNE GERSTENBERG
1402 COSTAKES DRIVE
AUSTIN, TEXAS 78750
CALLED 34.1 ACRES
Vol. 3702, Pg. 146
- GILBERT AUGUST GERSTENBERG, JR.
P.O. BOX 401
CENTER POINT, TEXAS 78010
CALLED 34.1 ACRES
Vol. 3702, Pg. 145
- KENNETH C. GERSTENBERG
888 ELMER KING ROAD, UNIT 130
BELTON, TEXAS 76513
CALLED 106.77 ACRES
Vol. 2073, Pg. 362
- KENNETH C. GERSTENBERG
888 ELMER KING ROAD, UNIT 130
BELTON, TEXAS 76513
CALLED 50 ACRES
Vol. 448, Pg. 574

198.69 ACRES
OF LAND

CALLED 110.0 ACRES
ELEANOR TUTTLE
Vol. 321, Pg. 161

CALLED 10.01 ACRES
EVERETT L. WAINMAN and
DONNA L. WAINMAN
Vol. 3425, Pg. 367

CALLED 150 ACRES
CLAYTON ODELL BRANTLEY
Doc. No. 2008-00004121

REMAINDER OF
CALLED 36.1 ACRES
MARY LOUISE BRANTLEY
Vol. 3402, Pg. 145



This document was prepared under 22 TAC 665.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

This sketch is to accompany a description of the herein shown 198.69 acre tract.



1505 South 21st Street
Temple, Texas 76788
254-778-2272 Killeen 254-634-4636
Fax 254-774-7606
Tx. Firm Lic. No. 10023600

ANNEXATION STUDY 2016 - AREA 2

198.69 ACRES OF LAND

FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

Copyright 2016 All County Surveying, Inc.
Plot Date: 04-07-2016
Scale: 1" = 300'
Job No. 160839
Drawn by: JLS
Surveyor: ECA 54698

CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of approximately 250.14 acres, south of the intersection of IH-35 and the Lampasas River, extending southward along the west side IH-35 south of Amity Road, and adjoining the Salado ETJ line.

Municipal Services to be Provided: The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) 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.
- (4) 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.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the certificated area of two water districts: the **City of Belton** is responsible for water service on the north side of Amity Road, and the **Salado Water Supply Corporation** is responsible for water service on the south side of Amity Road, subject to the City's water extension policies. Water service, by the Salado Water Supply Corporation or the City of Belton, will be subject to regulation by the City of Belton as it relates to development standards and design requirements.

Wastewater Service/Collection. (NOTE: Pending Sewer CCN Service Area, subject to Public Utility Commission approval.) Wastewater services are available for extension to the area proposed for annexation in

the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Trunk Sewer Line. A trunk sewer line is currently in design and is planned for placement along the east side of IH-35, north of this Study Area. This trunk line will be available for to developing properties in the same manner as they are available in other locations within the City in accordance with City extension policies. Line construction is scheduled to begin in 2017 and service will be available by June 30, 2019.
2. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

3. Water/Wastewater Facilities Other than the Trunk Sewer Line Identified above in No.1. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2019. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

4. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.
5. Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service. An expansion of the City's hike and bike trail network totaling approximately 0.8 mile, and extending from University Blvd to the proposed Sparta Road roundabout, will connect with the City's existing trail system for a total projected length of 2.8 miles. This trail will be available by June 30, 2019.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

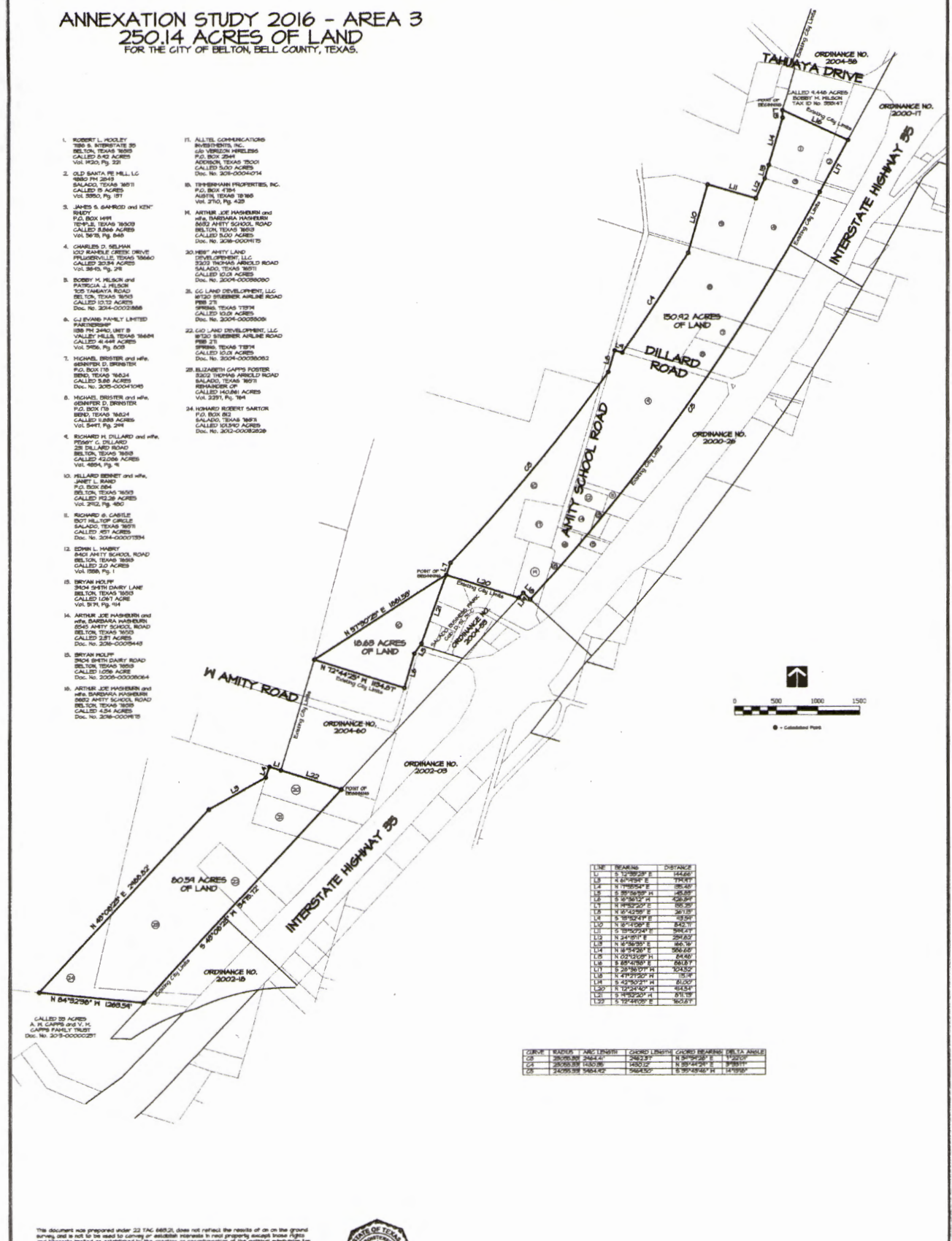
Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).

ANNEXATION STUDY 2016 - AREA 3 250.14 ACRES OF LAND FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

1. ROBERT L. HODLEY
788 S. INTERSTATE 35
BELTON, TEXAS 76509
CALLED 14.48 ACRES
VIA 1920, Pg. 321
2. OLD SANTA FE HILL, L.C.
1880 FM 2843
SALADO, TEXAS 76061
CALLED 19 ACRES
VIA 1950, Pg. 191
3. JAMES S. GARRARD and KENT
READY
P.O. BOX 1071
TEMPLE, TEXAS 76709
CALLED 10.66 ACRES
VIA 1975, Pg. 645
4. CHARLES D. SELMAN
107 RANNEY CREEK DRIVE
FRUGENVILLE, TEXAS 76640
CALLED 30.34 ACRES
VIA 1943, Pg. 28
5. BOBBY H. NELSON and
PATRICIA L. NELSON
105 TAMAYA ROAD
BELTON, TEXAS 76503
CALLED 12.12 ACRES
VIA 2004-0003868
6. C. J. EVANS FAMILY LIMITED
PARTNERSHIP
105 FM 2440, UNIT B
VALLEY HILLS, TEXAS 76684
CALLED 4.44 ACRES
VIA 1900, Pg. 609
7. MICHAEL BRISTEN and wife
GONNTER D. BRISTEN
P.O. BOX 178
BELTON, TEXAS 76524
CALLED 5.60 ACRES
VIA 2005-00041040
8. MICHAEL BRISTEN and wife
GONNTER D. BRISTEN
P.O. BOX 178
BELTON, TEXAS 76524
CALLED 1.88 ACRES
VIA 1911, Pg. 244
9. RICHARD H. DILLARD and wife
PENNY G. DILLARD
205 DILLARD ROAD
BELTON, TEXAS 76503
CALLED 43.09 ACRES
VIA 1904, Pg. 14
10. RICHARD H. DILLARD and wife
JANET L. DILLARD
P.O. BOX 454
BELTON, TEXAS 76503
CALLED 19.32 ACRES
VIA 1912, Pg. 480
11. RICHARD H. DILLARD
205 DILLARD ROAD
SALADO, TEXAS 76061
CALLED 4.44 ACRES
VIA 2004-00013394
12. EDWIN L. HENRY
1802 AMITY SCHOOL ROAD
BELTON, TEXAS 76503
CALLED 3.12 ACRES
VIA 1995, Pg. 1
13. BRYAN KELLY
3904 SMITH DARTY LANE
BELTON, TEXAS 76503
CALLED 1.01 ACRES
VIA 1971, Pg. 44
14. ARTHUR J. HANSEN and wife
BARBARA HANSEN
1802 AMITY SCHOOL ROAD
BELTON, TEXAS 76503
CALLED 2.17 ACRES
VIA 2005-00059449
15. BRYAN KELLY
3904 SMITH DARTY LANE
BELTON, TEXAS 76503
CALLED 1.01 ACRES
VIA 2005-00059064
16. ARTHUR J. HANSEN and wife
BARBARA HANSEN
1802 AMITY SCHOOL ROAD
BELTON, TEXAS 76503
CALLED 1.54 ACRES
VIA 2005-00059175

17. ALLTEL COMMUNICATIONS
SERVICES, INC.
645 VERIZON WIRELESS
P.O. BOX 2544
ADRIAN, TEXAS 76001
CALLED 5.00 ACRES
VIA 2004-00040714
18. TENDERHAWK PROPERTIES, INC.
P.O. BOX 4789
ADRIAN, TEXAS 76001
CALLED 5.00 ACRES
VIA 2710, Pg. 428
19. ARTHUR J. HANSEN and wife
BARBARA HANSEN
1802 AMITY SCHOOL ROAD
BELTON, TEXAS 76503
CALLED 5.00 ACRES
VIA 2004-00040715
20. HENRY AMITY LAND
DEVELOPMENT, LLC
1503 TRIMARK ARKOLD ROAD
SALADO, TEXAS 76061
CALLED 5.00 ACRES
VIA 2004-00058000
21. C. J. LAND DEVELOPMENT, LLC
1503 TRIMARK ARKOLD ROAD
SALADO, TEXAS 76061
CALLED 5.00 ACRES
VIA 2004-00058000
22. C. J. LAND DEVELOPMENT, LLC
1503 TRIMARK ARKOLD ROAD
SALADO, TEXAS 76061
CALLED 5.00 ACRES
VIA 2004-00058000
23. ELIZABETH GARYS FOSTER
1802 TRIMARK ARKOLD ROAD
SALADO, TEXAS 76061
CALLED 5.00 ACRES
VIA 2291, Pg. 184
24. HOWARD ROBERT SARTOR
P.O. BOX 462
SALADO, TEXAS 76061
CALLED 5.00 ACRES
VIA 2004-00058228



LINE	BEARING	DISTANCE
1	N 12°00'00" E	144.20'
2	N 89°59'59" E	178.00'
3	N 89°59'59" E	245.00'
4	N 89°59'59" E	245.00'
5	N 89°59'59" E	245.00'
6	N 89°59'59" E	245.00'
7	N 89°59'59" E	245.00'
8	N 89°59'59" E	245.00'
9	N 89°59'59" E	245.00'
10	N 89°59'59" E	245.00'
11	N 89°59'59" E	245.00'
12	N 89°59'59" E	245.00'
13	N 89°59'59" E	245.00'
14	N 89°59'59" E	245.00'
15	N 89°59'59" E	245.00'
16	N 89°59'59" E	245.00'
17	N 89°59'59" E	245.00'
18	N 89°59'59" E	245.00'
19	N 89°59'59" E	245.00'
20	N 89°59'59" E	245.00'
21	N 89°59'59" E	245.00'
22	N 89°59'59" E	245.00'
23	N 89°59'59" E	245.00'
24	N 89°59'59" E	245.00'
25	N 89°59'59" E	245.00'
26	N 89°59'59" E	245.00'
27	N 89°59'59" E	245.00'
28	N 89°59'59" E	245.00'
29	N 89°59'59" E	245.00'
30	N 89°59'59" E	245.00'

GRADE	EASTING	NORTH	COORDINATE	GRADE	EASTING	NORTH	COORDINATE
CG	25000.00	2464.44	2462.91	CG	25000.00	2464.44	2462.91
CG	25000.00	1400.00	1400.00	CG	25000.00	1400.00	1400.00
CG	25000.00	2464.44	2462.91	CG	25000.00	2464.44	2462.91

This document was prepared under 22 FAC 685.21, does not reflect the results of an on the ground survey and is not to be used to survey or establish interests in real property except those rights and interests implied or established by the creation or recognition of the parties' relationship for which it was prepared.

The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

This sketch is for descriptive purposes of the herein shown 250.14 acres, the 15.89 acres, and the 170.42 acre tracts.



CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of approximately 297.20 acres, south of the intersection of IH-35 and the Lampasas River, extending southward along the east side IH-35 south of Amity Road, and adjoining the Salado ETJ line.

Municipal Services to be Provided: The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) 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.
- (4) 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.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the certificated area of two water districts: the **City of Belton** is responsible for water service on the north side of Amity Road, and the **Salado Water Supply Corporation** is responsible for water service on the south side of Amity Road, subject to the City's water extension policies. Water service, by the Salado Water Supply Corporation or the City of Belton, will be subject to regulation by the City of Belton as it relates to development standards and design requirements.

Wastewater Service/Collection. (NOTE: Pending Sewer CCN Service Area, subject to Public Utility Commission approval.) Wastewater services are available for extension to the area proposed for annexation in

the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Trunk Sewer Line. A trunk sewer line is currently in design and is planned for placement along the east side of IH-35, north of this Study Area. This trunk line will be available for extension to developing properties in the same manner as they are available in other locations within the City in accordance with City extension policies. Line construction is scheduled to begin in 2017 and service will be available by June 30, 2019.
2. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.

3. Water/Wastewater Facilities Other than the Trunk Sewer Line Identified above in No.1. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2019. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

4. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.
5. Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service. An expansion of the City's hike and bike trail network totaling approximately 0.8 mile, and extending from University Blvd to the proposed Sparta Road roundabout, will connect with the City's existing trail system for a total projected length of 2.8 miles. This trail will be available by June 30, 2019.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

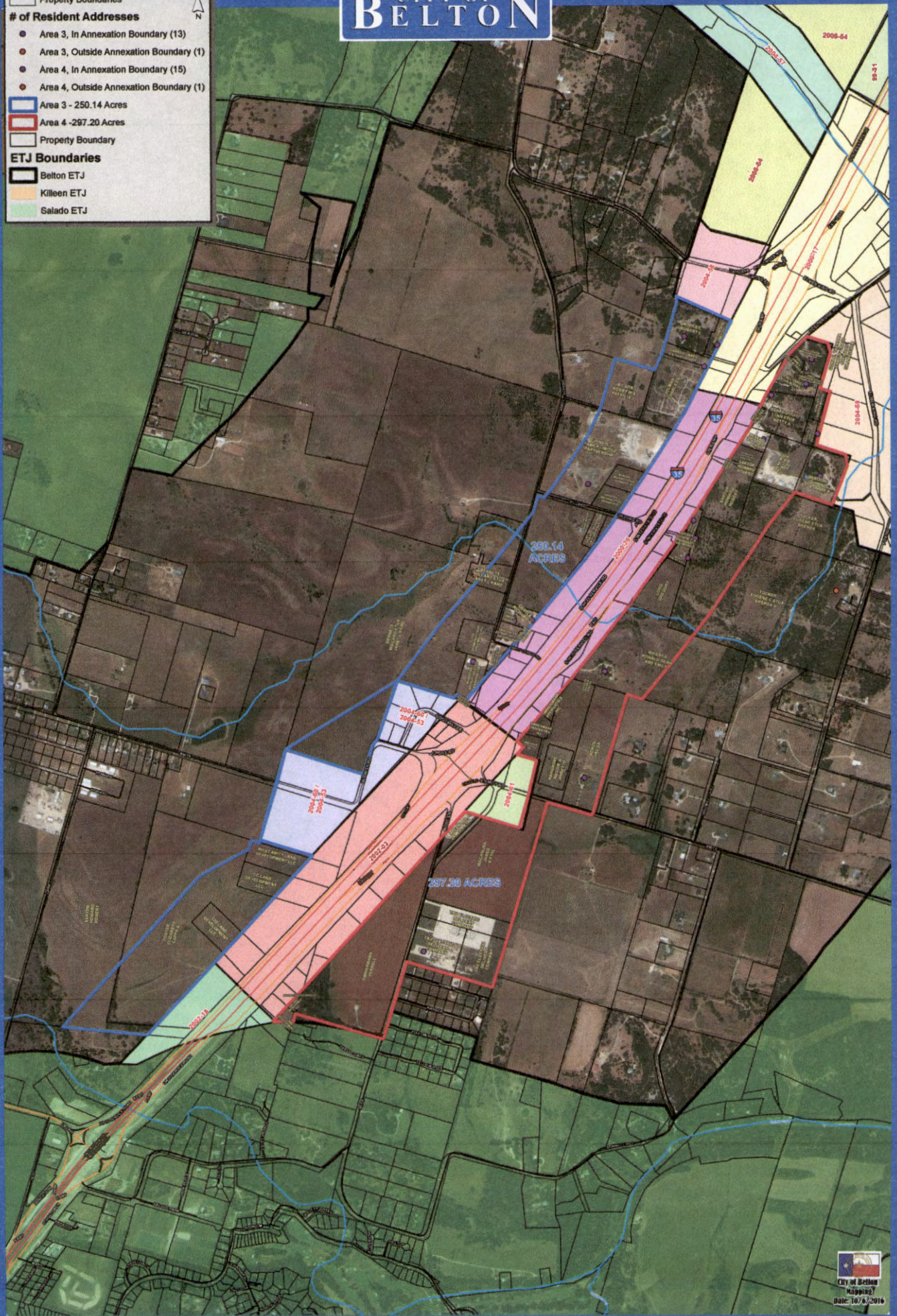
Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).

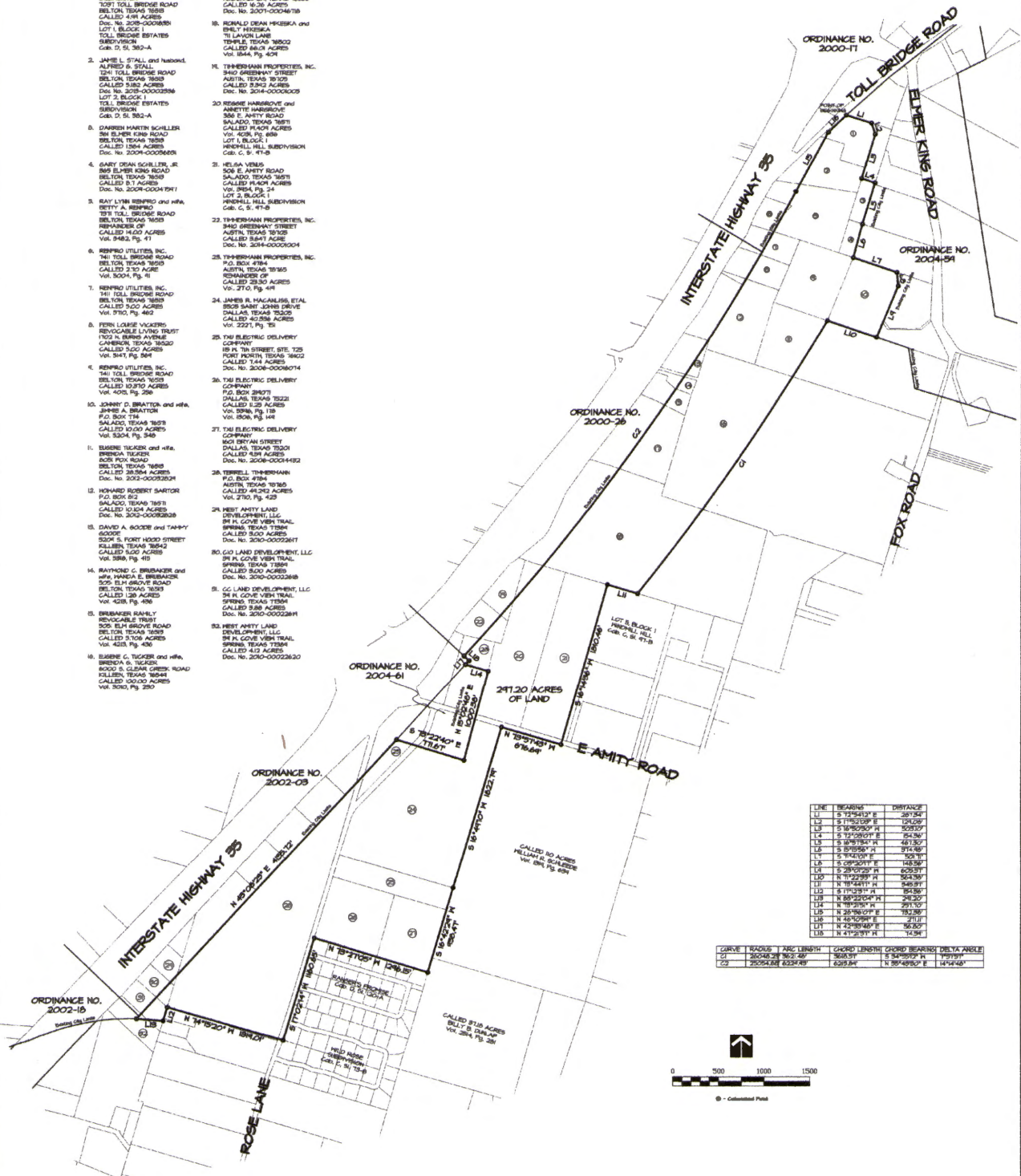
CITY OF BELTON

- Property Boundaries
- # of Resident Addresses**
 - Area 3, In Annexation Boundary (13)
 - Area 3, Outside Annexation Boundary (1)
 - Area 4, In Annexation Boundary (15)
 - Area 4, Outside Annexation Boundary (1)
- Area 3 - 250.14 Acres
- Area 4 - 297.20 Acres
- Property Boundary
- ETJ Boundaries**
 - Belton ETJ
 - Killeen ETJ
 - Salado ETJ



ANNEXATION STUDY 2016 - AREA 4 297.20 ACRES OF LAND FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

1. TABATHA AMBROSE and GRASS STREET
JULY 1981
TOLL BRIDGE ROAD
BELTON, TEXAS 76509
CALLED 4.00 ACRES
Doc. No. 2004-00000000
LOT 1, BLOCK 1
TOLL BRIDGE ESTATES
SUBDIVISION
C.B. D. S. 302-A
2. JAMES L. STALL and husband
ALFRED B. STALL
TOLL BRIDGE ROAD
BELTON, TEXAS 76509
CALLED 5.00 ACRES
Doc. No. 2004-00000000
LOT 2, BLOCK 1
TOLL BRIDGE ESTATES
SUBDIVISION
C.B. D. S. 302-A
3. DARRIN MARTIN SCHILLER
501 ELMER KING ROAD
BELTON, TEXAS 76509
CALLED 1.00 ACRES
Doc. No. 2004-00000000
4. GARY DEAN SCHILLER, JR.
501 ELMER KING ROAD
BELTON, TEXAS 76509
CALLED 0.1 ACRES
Doc. No. 2004-00041991
5. RAY LYNN BISHOP and wife
BETTY A. BISHOP
TOLL BRIDGE ROAD
BELTON, TEXAS 76509
CALLED 14.00 ACRES
Vol. 1463, Pg. 41
6. RENFRO UTILITIES, INC.
TOLL BRIDGE ROAD
BELTON, TEXAS 76509
CALLED 5.00 ACRES
Vol. 5004, Pg. 11
7. RENFRO UTILITIES, INC.
TOLL BRIDGE ROAD
BELTON, TEXAS 76509
CALLED 5.00 ACRES
Vol. 5110, Pg. 462
8. FERN LOUISE VICKERS
REVOCABLE LIVING TRUST
1102 N. BERRY AVENUE
CARMEN, TEXAS 76502
CALLED 5.00 ACRES
Vol. 5411, Pg. 544
9. RENFRO UTILITIES, INC.
TOLL BRIDGE ROAD
BELTON, TEXAS 76509
CALLED 10.00 ACRES
Vol. 4006, Pg. 288
10. JOHNNY D. BRATTON and wife
JIMMIE A. BRATTON
P.O. BOX 174
SALADO, TEXAS 76571
CALLED 10.00 ACRES
Vol. 5204, Pg. 440
11. EUGENE TUCKER and wife
BRENDA TUCKER
BOX FOX ROAD
BELTON, TEXAS 76509
CALLED 38.00 ACRES
Doc. No. 2013-00092041
12. HOWARD ROBERT SARTOR
P.O. BOX 602
SALADO, TEXAS 76571
CALLED 10.00 ACRES
Doc. No. 2013-00092008
13. DAVID A. SCOTTE and wife
SCOTTE
5015 S. FORT HOOD STREET
KILLEEN, TEXAS 76542
CALLED 1.00 ACRES
Vol. 5894, Pg. 413
14. RAYMOND C. BRUNER and wife
WANDA E. BRUNER
5015 S. FORT HOOD STREET
KILLEEN, TEXAS 76542
CALLED 1.00 ACRES
Vol. 4213, Pg. 436
15. BRUNER RANLY
REVOCABLE TRUST
5015 S. FORT HOOD STREET
KILLEEN, TEXAS 76542
CALLED 1.00 ACRES
Vol. 4213, Pg. 436
16. BRUNER C. TUCKER and wife
BRENDA E. TUCKER
BOX FOX ROAD
BELTON, TEXAS 76509
CALLED 10.00 ACRES
Vol. 5000, Pg. 280
17. BIRNEY L. LONG
P.O. BOX 25
HEIDENBERG, TEXAS 76509
CALLED 0.20 ACRES
Doc. No. 2007-00046718
18. RONALD DEAN HENKES and
EMILY HENKES
TOLL BRIDGE ROAD
BELTON, TEXAS 76509
CALLED 16.00 ACRES
Vol. 1844, Pg. 401
19. THRESEMAN PROPERTIES, INC.
3402 GREENWAY STREET
AUSTIN, TEXAS 78726
CALLED 0.80 ACRES
Doc. No. 2014-00000000
20. RENEE HANCOCK and
ANETTE HANCOCK
308 E. AMITY ROAD
SALADO, TEXAS 76571
CALLED 1.00 ACRES
Vol. 4006, Pg. 288
21. KEVIN VERA
308 E. AMITY ROAD
SALADO, TEXAS 76571
CALLED 1.00 ACRES
Vol. 4006, Pg. 288
22. THRESEMAN PROPERTIES, INC.
3402 GREENWAY STREET
AUSTIN, TEXAS 78726
CALLED 0.80 ACRES
Doc. No. 2014-00000000
23. THRESEMAN PROPERTIES, INC.
P.O. BOX 4784
AUSTIN, TEXAS 78760
CALLED 2.00 ACRES
Vol. 2710, Pg. 415
24. JAMES B. MACARLIS, ETAL
808 S. FORT HOOD STREET
DALLAS, TEXAS 75208
CALLED 40.00 ACRES
Vol. 2221, Pg. 15
25. THE ELECTRIC DELIVERY
COMPANY
101 N. 7th STREET, STE. 125
FORT WORTH, TEXAS 76102
CALLED 1.44 ACRES
Doc. No. 2008-00000014
26. THE ELECTRIC DELIVERY
COMPANY
P.O. BOX 28073
DALLAS, TEXAS 75221
CALLED 1.25 ACRES
Vol. 3096, Pg. 118
27. THE ELECTRIC DELIVERY
COMPANY
101 N. 7th STREET, STE. 125
FORT WORTH, TEXAS 76102
CALLED 1.44 ACRES
Doc. No. 2008-00000014
28. TERRELL THRESEMAN
P.O. BOX 4784
AUSTIN, TEXAS 78760
CALLED 4.20 ACRES
Vol. 2710, Pg. 415
29. WEST AMITY LAND
DEVELOPMENT, LLC
39 N. GOVE VISTA TRAIL
SPRING, TEXAS 75784
CALLED 5.00 ACRES
Doc. No. 2010-00022811
30. GO LAND DEVELOPMENT, LLC
39 N. GOVE VISTA TRAIL
SPRING, TEXAS 75784
CALLED 5.00 ACRES
Doc. No. 2010-00022811
31. GO LAND DEVELOPMENT, LLC
39 N. GOVE VISTA TRAIL
SPRING, TEXAS 75784
CALLED 5.00 ACRES
Doc. No. 2010-00022811
32. WEST AMITY LAND
DEVELOPMENT, LLC
39 N. GOVE VISTA TRAIL
SPRING, TEXAS 75784
CALLED 5.00 ACRES
Doc. No. 2010-00022811



This document was prepared under 22 TAC 689.2, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reorganization of the political subdivision for which it was prepared.

The information contained herein was provided by the Tax Appraiser District of Bell County Texas.

This sketch is to accompany a description of the herein shown 297.20 acre tract.



1505 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4656
Fax 254-774-7600
Tx. Firm Lic. No. 10028600

ANNEXATION STUDY 2016 - AREA 4
297.20 ACRES OF LAND
FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

Plot Date: 10-05-2016
Scale: 1" = 500'
Job No.: 10028600
Dwg No.: 10028600-A-5
Drawn by: SML
Surveyor: CCA 55806
Copyright 2016 All County Surveying, Inc.

CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of approximately 228.27 acres, along and north of Sparta Road, extending west to FM 439, and east along Sparta Road.

Municipal Services to be Provided: The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) 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.
- (4) 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.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the Certificate of Convenience and Necessity (CCN) area of the **439 Water Supply Corporation**. Water service to this area is the responsibility of the 439 Water Supply Corporation. Such water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements in accordance with the ordinances, rules and regulations in effect at the time of installation.

Wastewater Service/Collection. (NOTE: Pending Sewer CCN Service Area, subject to Public Utility Commission approval.) Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the

City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.
2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2019. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.
4. Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service. An expansion of the City's hike and bike trail network totaling approximately 0.8 mile, and extending from University Blvd to the proposed Sparta Road roundabout, will connect with the City's existing trail system for a total projected length of 2.8 miles. This trail will be available by June 30, 2019.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).

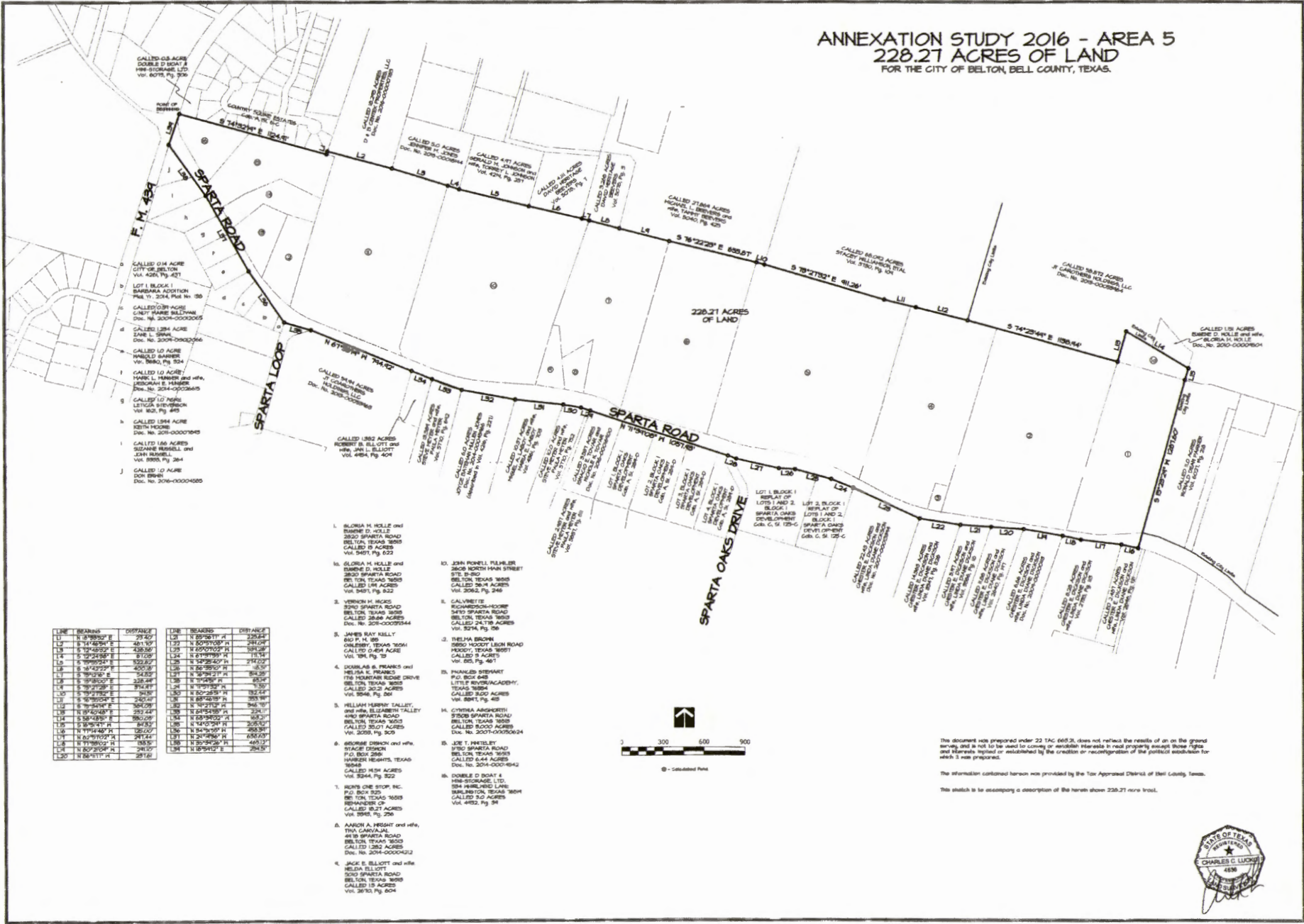
ANNEXATION STUDY 2016 - AREA 5 228.21 ACRES OF LAND FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

ANNEXATION STUDY 2016 - AREA 5
228.21 ACRES OF LAND
FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

1809 South 21st Street
Temple, Texas 76788
254-770-2212, Killeen 254-404-4636
Fax: 254-770-2200
Tx. P.M. No. 10022600



Plot Date: 09-09-2016
Scale: 1" = 200'
Job No.: 16045
Drawn By: SCL
Surveyor: CCI 54565
Copyright 2016 All County Surveying, Inc.



LINE	BEARINGS	DISTANCE	LINE	BEARINGS	DISTANCE
11	N 1°00'00" E	78.67'	13	N 89°58'11" W	230.61'
12	N 74°48'54" E	481.10'	14	N 80°51'08" W	241.01'
13	N 1°42'22" E	438.50'	15	N 1°00'00" W	341.01'
14	N 1°24'58" E	870.89'	16	N 2°19'59" W	115.74'
15	N 1°00'00" E	122.67'	17	N 1°00'00" W	271.02'
16	N 1°42'22" E	400.79'	18	N 80°58'50" W	18.00'
17	N 1°00'00" E	54.50'	19	N 80°54'21" W	80.28'
18	N 1°00'00" E	248.48'	20	N 1°00'00" W	287.30'
19	N 1°24'58" E	374.81'	21	N 1°00'00" W	7.50'
20	N 1°00'00" E	340.00'	22	N 1°00'00" W	182.64'
21	N 1°00'00" E	242.01'	23	N 88°40'19" W	303.18'
22	N 1°00'00" E	746.10'	24	N 1°00'00" W	746.10'
23	N 1°00'00" E	293.42'	25	N 24°54'18" W	234.71'
24	N 1°00'00" E	285.00'	26	N 1°00'00" W	68.33'
25	N 1°00'00" E	62.53'	27	N 1°40'59" W	205.04'
26	N 1°00'00" E	126.00'	28	N 1°00'00" W	288.94'
27	N 1°00'00" E	747.41'	29	N 1°00'00" W	686.73'
28	N 1°00'00" E	188.50'	30	N 1°00'00" W	445.01'
29	N 1°00'00" E	246.07'	31	N 1°00'00" W	262.30'
30	N 1°00'00" E	281.61'			

- GLORIA H. HOLLE and RAYMOND D. HOLLE 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- GLORIA H. HOLLE and RAYMOND D. HOLLE 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- VERNON H. BIGGS 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 24.78 ACRES VOL 3481, PG 343
- JAMES RAY KELLY and P. K. KELLY 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- DEBRA BROWN 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- FRANCIS STEWART P.O. BOX 648 LITTLE ROCK, ARKANSAS, TEXAS 76064 CALLED 19 ACRES VOL 3481, PG 343
- CYNTHIA ANGELOTTI 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- JOE L. HANLEY 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- DOUGLAS B. FRANKS and MELISSA K. FRANKS 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- WILLIAM HERMAN TALLEY and MELISSA TALLEY 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- BRUCE DODSON 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- ANSON A. FROST and wife, TRIN GARCIA 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- JACK E. ELLIOTT and wife MELBA ELLIOTT 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343

- JOHN PORELL, FLEISHER 30.00 NORTH MAIN STREET STE. B-50 BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- CALVINETTE BUCHANAN-KOORE 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- DEBRA BROWN 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343
- FRANCIS STEWART P.O. BOX 648 LITTLE ROCK, ARKANSAS, TEXAS 76064 CALLED 19 ACRES VOL 3481, PG 343
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- JACK E. ELLIOTT and wife MELBA ELLIOTT 30.00 SPARTA ROAD BELTON TEXAS 76008 CALLED 19 ACRES VOL 3481, PG 343



This document was prepared under 22 TAC 660.31, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the ported subdivision for which it was prepared.

The information contained herein was provided by the Tax Appraisal District of Bell County, Texas.

This sketch is to accompany a description of the herein shown 228.21 acre tract.



CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of approximately 24.10 acres, located generally along the proposed north/south alignment of Lake-to-Lake Road, and south of FM 93.

Municipal Services to be Provided: The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

- (1) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.
- (2) Routine maintenance and right-of-way mowing as presently performed within City.
- (3) 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.
- (4) 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.
- (5) Installation and maintenance of street lighting in accordance with established policies of the City.
- (6) The City will enforce drainage requirements in the Subdivision Ordinance and related standards.
- (7) Private streets will remain the responsibility of record owners or the homeowners association and as such be maintained by the responsible party.

Sanitation and Recycling. Sanitation and recycling service will be immediately available to residential customers in accordance with existing City ordinances. Residents in the newly annexed area may select to continue service with their current service provider for up to two years, or switch to the City's service, currently provided by contract with Waste Management, Inc. After the second anniversary of the annexation date, the City will provide the service at City rates. Residents will be contacted with information regarding how to obtain sanitation and recycling service, and efforts will be made to coordinate any transition of service.

Sanitation service will be immediately available to non-residential customers through any of the commercial services franchised by the City. Non-residential customers are responsible for obtaining commercial service.

Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the Certificate of Convenience and Necessity (CCN) area of the **Dog Ridge Water Supply Corporation**. Water service to this area is the responsibility of the Dog Ridge Water Supply Corporation. Such water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements in accordance with the ordinances, rules and regulations in effect at the time of installation.

Wastewater Service/Collection. (NOTE: Pending Sewer CCN Service Area, subject to Public Utility Commission approval.) Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the

City's wastewater extension policies, subject to pending sewer CCN proposal before the Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

Maintenance of Parks, Playgrounds, and Swimming Pools. The City is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

Maintenance of any Publicly owned Facility, Building or Municipal Service. The City is not aware of the existence of any other publicly owned facility, building, or other municipal service now located in the proposed areas of annexation. In the event any other publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

Services, Funding and City Policies. All services which require expenditure of public funds are subject to annual appropriations by the City Council. Copies of City policies are available in the City Clerk's office upon request.

Construction of Capital Improvements To Be Completed Within 2½ Years.

1. Police and Fire Protection and Solid Waste Collection. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas for the purpose of providing police protection, fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City with like topography, land use and population density as those found within the newly annexed areas.
2. Water/Wastewater Facilities. A one million gallon elevated water storage tank is planned on existing City property in Northwest Belton. Belton's third water storage tank will enhance water service throughout the City including water flow and pressures, storage for fire protection, and additional capacity during maintenance. This tank will be available by June 30, 2019. For the next 2 ½ years, the City finds and determines that there is sufficient capacity to provide water services to the annexed areas pursuant to the City's extension policies in compliance with current CCN for the City of Belton. The now existing water mains at existing locations shall be available for the point of use extension based upon the standard extension policy now existing or as may be amended.

On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances and subject to approval by the Public Works Director/Bell County Health District.

3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.
4. Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service. An expansion of the City's hike and bike trail network totaling approximately 0.8 mile, and extending from University Blvd to the proposed Sparta Road roundabout, will connect with the City's existing trail system for a total projected length of 2.8 miles. This trail will be available by June 30, 2019.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).

FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

(Asphalt Surface)
F. M. 93

A - 744.97'
R - 5280.00'
C - 744.34'
B - N 85°27'55" E
D - 8°08'18"

ETJ CITY OF TEMPLE



● - Calculated Point

CALLED 79.79 ACRES
 BRIAN K. CARROLL and wife,
 LAURA E. CARROLL
 Doc. No. 2011-00008485

24.10 ACRES
OF LAND

CALLED 6.0 ACRES
 ANTHONY J. PACK and
 JESSICA L. PACK
 Doc. No. 2014-00040245

REMAINDER OF
CALLED 12.61 ACRES
ROY L. STEGER and
LAURIE T. STEGER
Doc. No. 2012-00045367

CALLED 25.0 ACRES
 THE DELEON FAMILY TRUST
 C/O FERNANDO DELEON
 3001 RIVER PLACE DR
 BELTON, TEXAS 76513
 Doc. No. 2008-00015750

LOT 11, BLOCK 2
RUSTIC OAKS
Colo. A, Sl. 274-D

LOT 10, BLOCK 2
RUSTIC OAKS
Col. A, Sl. 274-D

LOT 9, BLOCK 2
RUSTIC OAKS
Cab. A, Sl. 274-D

TWIN LAKES ADDITION
Cab. A. Sl. 197-A

N 76°58'36" W 701.56'

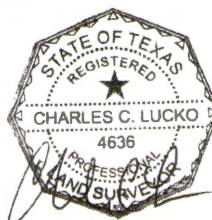
ORDINANCE NO.
2015-12

CALLED 59.569 ACRES
 McLEAN COMMERCIAL, LTD.
 Doc. No. 2013-00040711

This document was prepared under 22 TAC 663.21, it does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared. This sketch is to accompany a description of the herein shown 24.99 acre tract.



ALL COUNTY SURVEYING, INC.
1303 South 21st Street
Temple, Texas 76504
254-T18-2212 Killeen 254-634-4636
Fax 254-T14-7608
Tx. Firm Lic. No. 10023600



Scale: 1" = 200'
Job No.: 160693
Dwg No.: 160693-AREA 6
Drawn by: SLW
Surveyor: CCL #4636

Copyright 2016 All County Surveying, Inc.

Plot Date: 09-09-2016

CITY OF BELTON MUNICIPAL SERVICES PLAN

The area proposed for annexation consists of approximately 2.7 acres, on the south side of Avenue O, between Avenue O and Old Golf Course Road.

Municipal Services to be Provided: The City will provide the following services, beginning immediately upon the effective date of the annexation. All the services will be provided at a service level that is equal or superior to the level of services in the area prior to the annexation.

Police Protection. Police protection personnel and equipment from the Belton Police Department shall be provided to the areas immediately upon the effective date of the annexation of the areas. Response to calls for police services, crime prevention programs and all other police services will be provided at the same level as provided to other areas of the City. Police enforcement and protection services shall be provided at the request of residents/property owners in the area.

Animal Control. The City shall provide animal control services immediately upon the effective date of the annexation of the area. These services encompass regular patrol by the animal control officer and response to animal nuisance problems from residents in the area.

Fire and Emergency Medical Service (EMS) Protection. Upon annexation, the City will provide fire and EMS response at the level provided inside the Belton city limits. The service level will be equal to or better than the current level, with the limitations of water available.

Code Enforcement. The City shall provide code enforcement services immediately upon annexation to include response to complaints of weedy lot violations, junked vehicles, sign violations, and other similar general city code violations.

Fire Prevention. All of the services performed by the City's Fire Marshal shall be provided immediately upon the effective date of the annexation of the areas.

Planning, Zoning and Development Review. The area will automatically be zoned Agricultural on the effective date of annexation. In conjunction with review of Comprehensive Plan, a land use plan will be developed and permanent zoning established under the process specified by the City's Zoning Ordinance. In the interim, the Planning & Zoning Commission and the City Council will consider zoning and rezoning tracts of the property in response to landowner requests. Subdivision plat review will occur in the City and in Belton's extraterritorial jurisdiction in order to ensure orderly development of land, reduce flood potential, achieve efficient operation of public facilities and services, and provide accurate description and addressing of property.

Code Compliance. Immediately upon the annexation becoming effective, building inspection activities will be available. The Building Official shall provide consultation with the project developers, independent contractors and homeowners for building code requirements, plan review for structures in the area, and on-site inspection services as needed, to include evaluation of hazardous and dilapidated buildings.

Library. Residents within the newly annexed areas shall be provided all services available at Belton's Lena Armstrong Public Library.

Parks and Recreation. All City of Belton public parks, facilities, and resources shall be available to residents of the annexed area.

Streets and Drainage. Existing dedicated public streets and drainage structures and courses maintained by Bell County will be maintained by the City of Belton at their current or better level of improvement with like topography, land use, and density as those found within the City. Private streets are not maintained by the City. Roadways maintained by the Texas Department of Transportation (TxDOT) will continue to be maintained by TxDOT. Maintenance of streets and rights-of-way shall be as follows:

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Brush Collection Services. Brush collection services shall be provided to residents in the same manner and at the same rate as provided for other residents within the City of Belton.

Water Service/Distribution. The area proposed for annexation is located within the Certificate of Convenience and Necessity (CCN) area of the **City of Belton**, subject to the City's water extension policies. Such water service will be subject to regulation by the City of Belton as it relates to development standards and design requirements in accordance with the ordinances, rules and regulations in effect at the time of installation.

Wastewater Service/Collection. Wastewater services are available for extension to the area proposed for annexation in the same manner as they are available in the other locations within the City of Belton, in accordance with the City's wastewater extension policies, subject to pending sewer CCN proposal before the

Public Utilities Commission. The developer or property owner is responsible for funding extension and connection to the municipal system in accordance with the City's subdivision regulations and extension policies.

Environmental Health. Immediately upon the effective date of the annexation, the City's environmental health ordinances and regulations shall be applicable to the annexed areas. All health related matters are handled for the City by the Bell County Health District.

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3. Roads and Streets. The City finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed areas.
4. Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service. An expansion of the City's hike and bike trail network totaling approximately 0.8 mile, and extending from University Blvd to the proposed Sparta Road roundabout, will connect with the City's existing trail system for a total projected length of 2.8 miles. This trail will be available by June 30, 2019.

Specific Findings. Belton, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the areas being considered for annexation than were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed areas will be equivalent to those provided to other areas of the City with similar characteristics.

Terms. This plan shall be valid for a term of 10 years. Renewal of the Service Plan is at the discretion of the City of Belton.

Level of Service. Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Amendments. The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

The area will be immediately included in the planning and development of the City's Capital Improvements Plan (CIP).

ANNEXATION STUDY 2016 - AREA 7

2.713 ACRES OF LAND

FOR THE CITY OF BELTON, BELL COUNTY, TEXAS.

U.S. HIGHWAY 190

ORDINANCE NO.
122363

POINT OF
BEGINNING

LINE	BEARING	DISTANCE
L1	S 73°16'15" E	138.75'
L2	S 72°39'32" E	42.16'
L3	N 73°25'32" W	49.23'
L4	S 73°54'47" E	48.99'
L5	N 13°23'11" E	119.99'

CALLED 7.260 ACRES
BELTON HILLTOP
VILLAGE, LLC
Doc. No. 2015-00029571

2.713 ACRES
OF LAND

1. JOE RICHARDS
P.O. BOX 334
BELTON, TEXAS 76513
CALLED 0.54 ACRE
Vol. 3938, Pg. 458
2. JOE RICHARDS
P.O. BOX 334
BELTON, TEXAS 76513
CALLED 0.488 ACRE
Vol. 3112, Pg. 123
3. JOE RICHARDS
P.O. BOX 334
BELTON, TEXAS 76513
REMAINDER OF
CALLED 9.18 ACRES
"Second Tract"
Vol. 1026, Pg. 588
4. JOE RICHARDS
P.O. BOX 334
BELTON, TEXAS 76513
CALLED 48.5 ACRES
"First Tract"
Vol. 1026, Pg. 588
5. BELTON HILLTOP VILLAGE, LLC
10412 WELLER DRIVE
AUSTIN, TEXAS 78750
CALLED 7.260 ACRES
Doc. No. 2015-00029571

LOOP 121

CALLED 5.5 ACRES
JOE RICHARDS
VOL. 4820, PG. 26

ORDINANCE NO.
2002-41

CALLLED 48.5 ACRES
"FIRST TRACT"
JOE JEFF RICHARDS and
WIFE, MELINDA RICHARDS
Vol. 1026, Pg. 588

ORDINANCE NO.
2006-53

CALLLED 1.5 ACRES
MARTIN SERVIN and
DORA SERVIN
Doc. No. 2013-00002806

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

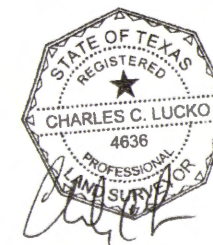
The information contained hereon was provided by the Tax Appraisal District of Bell County, Texas.

This sketch is to accompany a description of the herein shown 2.713 acre tract.

Scale: 1" = 100'
Job No.: 160693
Dwg No.: 160693-AREA 7
Drawn by: SLN
Surveyor: CCL #4636

Copyright 2016 All County Surveying, Inc.

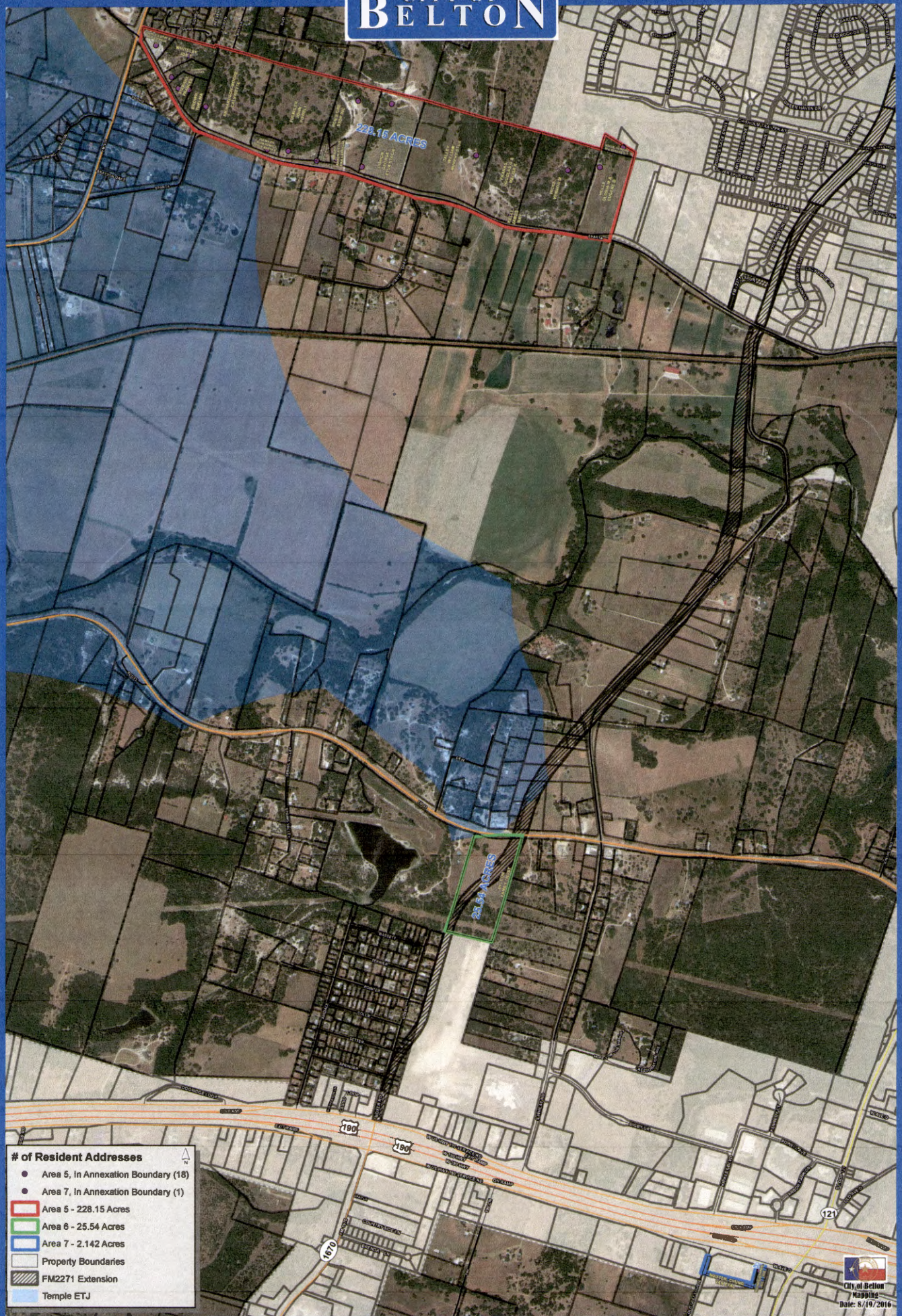
Plot Date: 01-04-2016



ALL COUNTY SURVEYING, INC.
1303 South 21st Street
Temple, Texas 76504
254-778-2272 Killeen 254-634-4636
Fax 254-774-7608
Tx. Firm Lic. No. 10023600



● - Calculated Point





City of Belton

~ Founded 1850 ~

October 12, 2016

Dear Property Owner:

You were previously notified of the City of Belton's intent to annex all or a portion of your property located within Study Area _____. Texas' Local Government Code provides that before the City annexes property that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use, the City shall offer to make a "development agreement" with the property owner in lieu of annexation. The development agreement provides that the property will retain its extraterritorial status for a specified time period or until any type of subdivision plat or related development document is filed with the City for the property, whichever occurs first, while allowing the City to enforce all regulations and planning authority that do not interfere with the use of the land for agriculture, wildlife management, or timber. During the time the property remains outside the city limits, it is not subject to City property taxes, but also will not receive tax-supported services from the City such as police, fire, and street maintenance service. The development agreement must provide terms for future annexation of the property, including specifying the uses and development of the land before and after annexation. If an owner of property eligible for a development agreement declines such an agreement, then the property may be annexed as originally proposed.

We have enclosed a proposed Development Agreement for your consideration. You have two options regarding the Development Agreement:

- (a) All owners may accept it as printed, and sign it with the notary acknowledgments provided; or,
- (b) Any owner may sign in the box on the next page declining the offer of a development agreement.

If you choose Option (a), above, do not enter a date in the blank above the first owner's signature on Page 6, as the agreement must have final approval by the City Council before it can become effective. All property owners, including spouses, must sign the agreement and have it notarized. A copy of the executed agreement will be provided to you upon final approval.

The Development Agreement must be returned to the Planning Department in City Hall at 333 Water Street, Belton, Texas, indicating your choice of one of the two options, on or before **Friday, October 28, 2016**. If you would like to utilize our notary services, please schedule a meeting at City Hall to sign the development agreement in front of a notary and we will notarize the document. If you have questions, please e-mail Erin Smith, Director of Planning at esmith@beltontexas.gov or call her at (254) 933-5816. We must know your intentions by October 28 because any necessary boundary changes will have to be determined well in advance of the City Council's consideration of the annexation ordinance on November 22. If we do not receive a response of any kind by November 22, we will assume that you do not wish to enter into a Development Agreement and your property may be included in the proposed annexation, subject to the decision of the City Council.

Sincerely,

Sam A. Listi
City Manager

I _____, Owner, do hereby decline the City's offer of a Development Agreement, and understand that the Property may be annexed as proposed by the City.

Printed name: _____ Date: _____

Please return either this page or the Development Agreement to City Hall, Attention: Planning Department, at 333 Water Street, Belton, TX 76513.

STATE OF TEXAS §

COUNTY OF BELL §

**CITY OF BELTON, TEXAS
DEVELOPMENT AGREEMENT
PURSUANT TO CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE**

This Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code by and between the City of Belton, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as follows:

Geographic ID #	Property ID #
0553520101	47288
0554250001	47290
0554250101	47291
0553520103	420163
0553520300	167436
0553520301	420158

and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, the City Council authorized and approved this agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on November 22, 2016; and

WHEREAS, this Development Agreement is to be recorded in the real property records of Bell County, Texas; and

WHEREAS, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Agreement by the City. The City guarantees the continuation of the extraterritorial status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the terms and conditions contained herein. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code.

Section 2. Agreement by the Owner. (a) The Owner covenants and agrees that at all times during the Term hereof the Property shall be appraised for ad valorem tax purposes as land for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timberland under Subchapter E of that chapter. In addition, the Property shall not be used for any use other than agriculture, wildlife management, and/or timber land management consistent with Chapter 23 of the Texas Tax Code, except for any *existing* single-family residential use of the property, without the prior written consent of the City.

(b) The Owner has completed and executed an *Affidavit of Tax Appraisal Status and Current Uses*, which is attached to this Agreement as Exhibit "A," and included herein as part of this Agreement as if set out in full, and the Owner acknowledges that the City is entitled to rely on such Affidavit as being correct and complete in all respects.

(c) The Owner covenants and agrees that the Owner will not file any type of subdivision plat or related development document for the Property with Bell County, the City, or any other government agency having jurisdiction of the Property, until the Property has been annexed into, and zoned by, the City. Further, the Owner shall not take such action to develop or subdivide the Property that would require a plat to be filed with the City or the County under State law.

(d) Except as provided herein, the Owner covenants and agrees not to construct, or allow to be constructed, any buildings, other than one single family residence (new or a replacement for an existing single family residence), an addition to a single family residence, or one or more accessory buildings reasonably needed to support the Agricultural use of the Property, provided the Owner obtains a permit from the City to construct such improvements. Improvements are subject to City-required setbacks and spacing in the Agricultural Zoning District to facilitate future platting, and to conform to the appropriate lot sizes. The Owner must obtain a permit from the City prior to starting construction on any improvements. The Owner also covenants and agrees that the City's "A" or "Agricultural" zoning district requirements apply to the Property, and that the Property shall be used only for uses allowed in an A-Agricultural zoning district that exist on that Property at the time of the execution of this Agreement, unless otherwise provided in this Agreement.

(e) The Owner, and all of the Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation of the Property effective upon a date to be established by the City Council, such date to be on or after the expiration of the Term hereof. Prior to the end of the Term, the City may commence the voluntary annexation of the Property, provided that the

annexation shall not be finalized until after the expiration of the Term. In connection with annexation pursuant to this section, the Owner hereby waives any vested development rights Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or that would otherwise exist by virtue of any plat, or any construction Owner may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

(f) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

(g) This section acknowledges the provision of §232.0015(e), Exception to Plat Requirements, which will not require a plat if property is sold, given, or otherwise transferred to an individual who is related to the owner within the 3rd degree of consanguinity or affinity, resulting in a parcel of twenty (20) acres or more in area.

Section 3. Deemed Voluntary Annexation Upon Disqualification or Breach.

(a) Notwithstanding any contrary provision herein, the City may annex the Property in whole or in part if: (i) the Property ceases to be appraised for agricultural, wildlife management or timber use as provided herein; (ii) the Property is used for any use other than a Permitted Use; (iii) any plat or related development document is filed in violation of this Agreement; or (iv) the Owner is otherwise in default hereunder or in breach hereof. The Owner acknowledges that a violation of this Agreement will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though an irrevocable petition for such annexation had been tendered by the Owner.

(b) If annexation proceedings begin pursuant to this Section, the Owner acknowledges that this Agreement serves as an exception to Local Government Code Section 43.052, requiring a municipality to use certain statutory procedures under an annexation plan. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, or that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

Section 4. Owner Agreement that City May Enforce Its Development and Planning Regulations on Property. Pursuant to Sections 43.035(b)(1)(B) of the Texas Local Government Code, the City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The Owner agrees that all regulations and planning authority of the City that do not interfere with the Permitted Uses may be enforced with respect to the Property in the same manner the regulations

are enforced within the City's boundaries, including but not limited to development regulations, zoning regulations, building permit requirements, and other City regulations as they currently exist or may be enacted in the future. The Owner consents to the jurisdiction of the Municipal Court of the City of Belton for the purpose of prosecuting criminal violations of City regulations on the Property. The City specifically reserves its authority pursuant to Chapter 251 of the Texas Local Government Code to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

Section 5. Term. (a) The term of this Agreement (the "Term") shall be five (5) years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public.

Section 6. Future Zoning of Property. Property annexed pursuant to this Agreement will initially be zoned "A-Agricultural" pursuant to the City's Code of Ordinances, pending determination of the property's permanent zoning in accordance with the provisions of applicable law and the City's Code of Ordinances.

Section 7. Permits and Vested Rights. Pursuant to Texas Local Government Code Section 43.035 this Agreement is not a permit for purposes of Chapter 245 of the Texas Local Government Code, that the Agreement shall be deemed to be a petition for voluntary annexation. The Owner and all Owner's heirs, successors and assigns hereby waive any and all vested rights including rights and claims that they may have under common law, federal case law or Section 43.002 of the Texas Local Government Code related to uses, anticipated uses or potential uses of the Property, other than the existing uses.

Section 8. No Municipal Services. The City shall not be obligated to provide the Owner with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the Property for the duration of this Agreement.

Section 9. Notice to Third Parties. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural, wildlife management or timber management (as applicable) exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

**City of Belton, Texas
Attn: City Manager
P.O. Box 120
Belton, TX 76513**

Section 10. Agreement Runs with the Land. This Agreement shall run with the Property and be recorded in the real property records of Bell County, Texas.

Section 11. Severance Clause. The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is

unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

Section 12. No Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Enforcement. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to the terms of this Agreement. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 14. Applicable law and Venue. This Agreement was executed in Bell County, Texas, and is governed by the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Bell County, Texas.

Section 15. Multiple copies. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

Section 16. Survival of Certain Rights of the City Upon Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, and 4 herein.

Section 17. Construction. This Agreement shall be construed fairly and simply, and not strictly for or against any party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

Section 18. Further Assurances. Each party shall, from time to time, upon the written request of any other party, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.

Section 19. Entire Agreement. This Agreement, together with its exhibits, constitutes the entire agreement of the parties concerning the subject matter hereof. There are no oral representations, warranties, agreements, or promises pertaining to such matters not incorporated in writing in this Agreement. This Agreement may be amended only as mutually agreed upon in writing and duly executed by authorized representatives of the parties.

Entered into this ____ day of _____, 20 ____.

Property Owners

Signature
Printed Name: _____

Signature
Printed Name: _____

Signature
Printed Name: _____

Signature
Printed Name: _____

City of Belton, Texas

Sam A. Listi
City Manager

ATTEST: Approved as to form:

Amy Casey John Messer
City Clerk City Attorney

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____,
20____, by Sam A. Listi, City Manager, City of Belton, Texas.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on _____ the day of _____,
20____, by _____, Owner.

Notary Public, State of Texas

Affidavit of Tax Appraisal Status and Current Uses

_____ appeared in person before me today and stated under oath:

"My name is _____. I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the owner of a parcel of real property (the "Property") in Bell County, Texas, which is more particularly and separately described as geographic identification number _____ and property identification number _____, and which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code.

The current improvements on my Property are as follows: (Please list all permanent property improvements, for example, buildings, signs, or other structures, on the Property as shown on your most recent statement received from the Bell County Appraisal District and improvements which have been added by you since January 1, 2016):

The current uses being made of my Property are as follows: (for example: farming, grazing, single family residential, retail, commercial or industrial uses)

I understand that the information provided herein will be used by the City to substantiate my current use of my Property, and to determine during the term of this Agreement to which this Affidavit is an Exhibit, whether the uses of the Property have changed, and that providing misleading information will invalidate my Agreement with the City.

Executed on this _____ day of _____, 20____.

Property Owner

Signature

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, Owner.

Notary Public, State of Texas

Involuntary Annexation

SCHEDULE FOR EXEMPT ANNEXATION WITHIN CITY LIMITS

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 13, 2016	COUNCIL BY WRITTEN RESOLUTION (1) sets Public Hearings for October 25, 2016 and November 1, 2016 ; and (2) Council directs development of service plan for area to be annexed .	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
September 23, 2016 last workday	Last day to provide written notice to each property owner and public entity.	Before 30th day before first public hearing. Loc. Gov't Code, §43.062.
October 13, 2016 Publish notice of 1st Public Hearing (1 time)	NEWSPAPER NOTICE RE: 1ST PUBLIC HEARING ; (If applicable, Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) (NOTICE on WEB to remain through process)	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
October 20, 2016 Publish notice of 2nd Public Hearing (1 time)	NEWSPAPER NOTICE RE: 2ND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
October 24, 2016 Ten days after the date the 1st Public Hearing notice is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
October 25, 2016 Regular Meeting	1ST PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance.)	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
November 1, 2016 Special Meeting	2ND PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.)	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date November 22, 2016 Regular Meeting	FIRST READING OF ORDINANCE	Date of institution of proceedings. Not less than 20 days from the 2nd public hearing nor more than 40 days from the 1st public hearing.
December 13, 2016 Regular Meeting	SECOND-FINAL READING OF ORDINANCE	Not more than 90 days after 1st reading of Ordinance § 43.064
Within 30 days from receipt of Preclearance	PROVIDE DOCUMENTS AND MAPS TO COUNTY CLERK	Loc. Gov't Code §41.0015 (a)