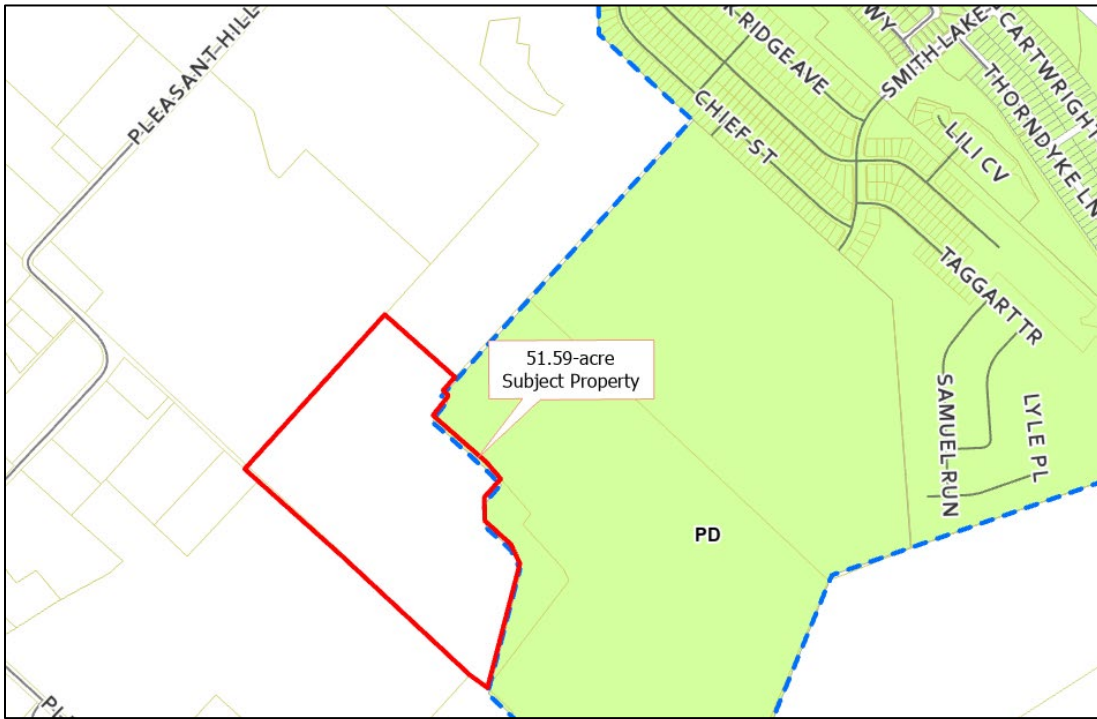


**ZONING AND LOCATION MAPS:**



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BRYAN, TEXAS, ANNEXING TERRITORY GENERALLY DESCRIBED AS 51.59 ACRES OF LAND OUT OF THE JAMES MCMILLAN SURVEY, ABSTRACT NO. 176, LOCATED ABOUT 4,000 FEET NORTH OF THE INTERSECTION OF PLEASANT HILL AND FRED HALL ROADS, IN BRAZOS COUNTY, TEXAS, LYING ADJACENT AND CONTIGUOUS TO THE PRESENT OBSERVED LIMITS OF THE CITY OF BRYAN; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; DESCRIBING THE TERRITORY ANNEXED AND PROVIDING A SERVICE PLAN THEREFORE; OBLIGATING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS AND OWNERS OF SAID TERRITORY; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bryan, Texas is a home-rule municipality authorized by State law and the City Charter to annex territory lying adjacent and contiguous to the corporate limits of said City of Bryan, Texas; and

**WHEREAS**, in accordance with Local Government Code Section 43.0672, the City of Bryan entered into a municipal services agreement, attached hereto, on August 29, 2023 with WBW Development, LLC, owner 51.59 acres of land out of the James McMillan Survey, Abstract No. 176, located about 4,000 feet north of the intersection of Pleasant Hill and Fred Hall Roads, in Bryan’s extraterritorial jurisdiction (ETJ) in Brazos County, Texas; and

**WHEREAS**, a public hearing has been held during a regular meeting on April 9, 2024, and as required by law, in the Council Chambers of Bryan’s Municipal Office Building located at 300 South Texas Avenue, Bryan, Texas, where all interested persons were provided an opportunity to be heard on the requested annexation of property and territory hereinafter described; and

**WHEREAS**, all notices of such public hearings have been issued as required by law and all hearings held within the time required by law; and

**WHEREAS**, the hereinafter described property and territory is not within the boundaries of any other municipality, lies within the extraterritorial jurisdiction of the City of Bryan, Texas, and lies adjacent to and adjoins the present boundaries of said City of Bryan.

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

**Section 1.**

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

**Section 2.**

That the property described by metes-and-bounds on Exhibit “A” and depicted on Exhibit “A-1” are attached hereto and incorporated herein for all purposes, said territory lying adjacent to and adjoining the present observed boundaries of the City of Bryan, Texas, and is hereby added and annexed to the City of Bryan, and said territory hereinafter described shall hereafter be included within the corporate limits of

the City of Bryan, and the present boundary lines of said City are altered and amended so as to include said area within the corporate limits of the City of Bryan.

**Section 3.**

That the municipal service plan attached hereto as Exhibit “B” is hereby approved and is incorporated into this ordinance as if it were recited herein.

**Section 4.**

That the annexed territory described above is a part of the City of Bryan for all purposes, and the property situated therein shall bear its pro rata part of taxes levied by the City of Bryan, and shall be entitled to the same rights and privileges, bound by the same duties and responsibilities as other property within the corporate limits.

**Section 5.**

That the inhabitants residing and owners of property within the confines of the annexed territory shall be entitled to all the rights and privileges of all the other citizens and property owners of Bryan and shall be bound by the Charter, Ordinances, Resolutions and other regulations of the City of Bryan.

**Section 6.**

That the official map and boundaries of the City of Bryan, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned territory as part of the City of Bryan, Texas.

**Section 7.**

That Chapter 130 of the City of Bryan Code of Ordinances shall be and is hereby amended so as to assign Planned Development – Housing District (PD-H) zoning to 51.59 acres of the aforementioned territory upon annexation, subject to development requirements specified in attached Exhibit “C” which is herein fully incorporated by reference for all purposes as if they were set forth in the text of the ordinance.

**Section 8.**

That if any portion, provision, section, subsection, sentence, clause or phrase of this ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby, it being the intent of City Council in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**Section 9.**

That this ordinance shall take effect immediately upon its final reading and passage.

**PASSED, ADOPTED, AND APPROVED** on the 8<sup>th</sup> day of October 2024, at a regular meeting of the City Council of the City of Bryan, Texas, by a vote of \_\_\_ yeses and \_\_\_ noes.

**ATTEST:**

**CITY OF BRYAN:**

\_\_\_\_\_  
Melissa Brunner, City Secretary

\_\_\_\_\_  
Bobby Gutierrez, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas A. Leeper, City Attorney

Exhibit "A":

Perimeter description of a 51.59 acre tract of land, out of the James McMillan Survey, Abstract No. 176 in Brazos County, Texas, and being a portion of that certain tract described as 717.374 acres in a Correction Deed to Robert Orr Lawrence, III Family Trust dated October 11, 1990 and recorded as Document Number 2013-1178552 of the Official Public Records of Brazos County, Texas, and being more particularly described by metes and bound as follows:

**BEGINNING** at a point for the most northerly northwest corner of said 717.374 acre tract, in the northeast line of that certain tract described as 18.5 acres in a Correction Warranty Deed to Marcellous Sanders dated April 14, 1983 and recorded in Volume 570, Page 788 of the Deed Records of Brazos County, Texas, and for the southwest corner of that certain tract described as 135 acres in a Warranty Deed to the City of Bryan dated September 5, 1969 and recorded in Volume 280, Page 832 of said deed records;

**THENCE:** N 42°13'19" E 1381.57 feet with the common southeast line of said 135 acre tract and the northwest line of said 717.374 acre tract to a point for the north corner of this tract;

**THENCE:** S 47°48'16" E 658.04 feet into and across the remainder of said 717.374 acre tract to a point in the northwest line of that certain tract described as 133.99 acres in a Special Warranty Deed to WBW Single Land Investment, LLC – Series 101 dated July 13, 2021 and recorded as Document Number 2021-1439077 of said official public records;

**THENCE:** S 42°08'43" W with the northwest line of said 133.99 acre tract, at 93.72 feet passing the north corner of that certain tract described as Parcel No. 6 - 0.02 acre in a Special Warranty Deed to WBW Single Land Investment, LLC – Series 101 dated July 13, 2021 and recorded as Document Number 2021-1439076 of said official public records and continuing with the northwest line of said 0.02 acre tract for a total distance of 133.80 feet to a point for the northwest corner of said 0.02 acre tract;

**THENCE:** S 47°51'17" E 42.34 feet with the southwest line of said 0.02 acre tract to a point in the northwest west line of said 133.99 acre tract;

**THENCE:** with the northwest line of said 133.99 acre tract the following two (2) courses:

1. S 04°11'28" E 17.62 feet to a point,
2. S 38°20'35" W 121.34 feet to a point for the northeast corner of that certain tract described as Parcel No. 5 – 0.001 acre in said WBW Single Land Investment, LLC – Series 101 deed (2021-1439076);

**THENCE:** with the northwest and southwest lines of said 0.001 acre tract the following two (2) courses:

1. S 42°08'43" W 36.72 feet to a point for the west corner of said 0.001 acre tract,
2. S 47°51'17" E 2.47 feet to a point for the south corner of said 0.001 acre tract and being in a northwesterly line of said 133.99 acre tract;

**THENCE:** S 38°17'17" W 3.84 feet with the northwest line of said 133.99 acre tract to a point for the west corner of said 133.99 acre tract;

**THENCE:** S 49°18'33" E 150.64 feet with the southwest line of said 133.99 acre tract to a point for the west corner of that certain tract described as Parcel No. 4 – 0.031 acres in said WBW Single Land Investment, LLC – Series 101 deed (2021-1439076);

**THENCE:** S 47°51'17" E 389.47 feet with the southwest line of said 0.031 acre tract to a point and rejoining said 133.99 acre tract southwest line;

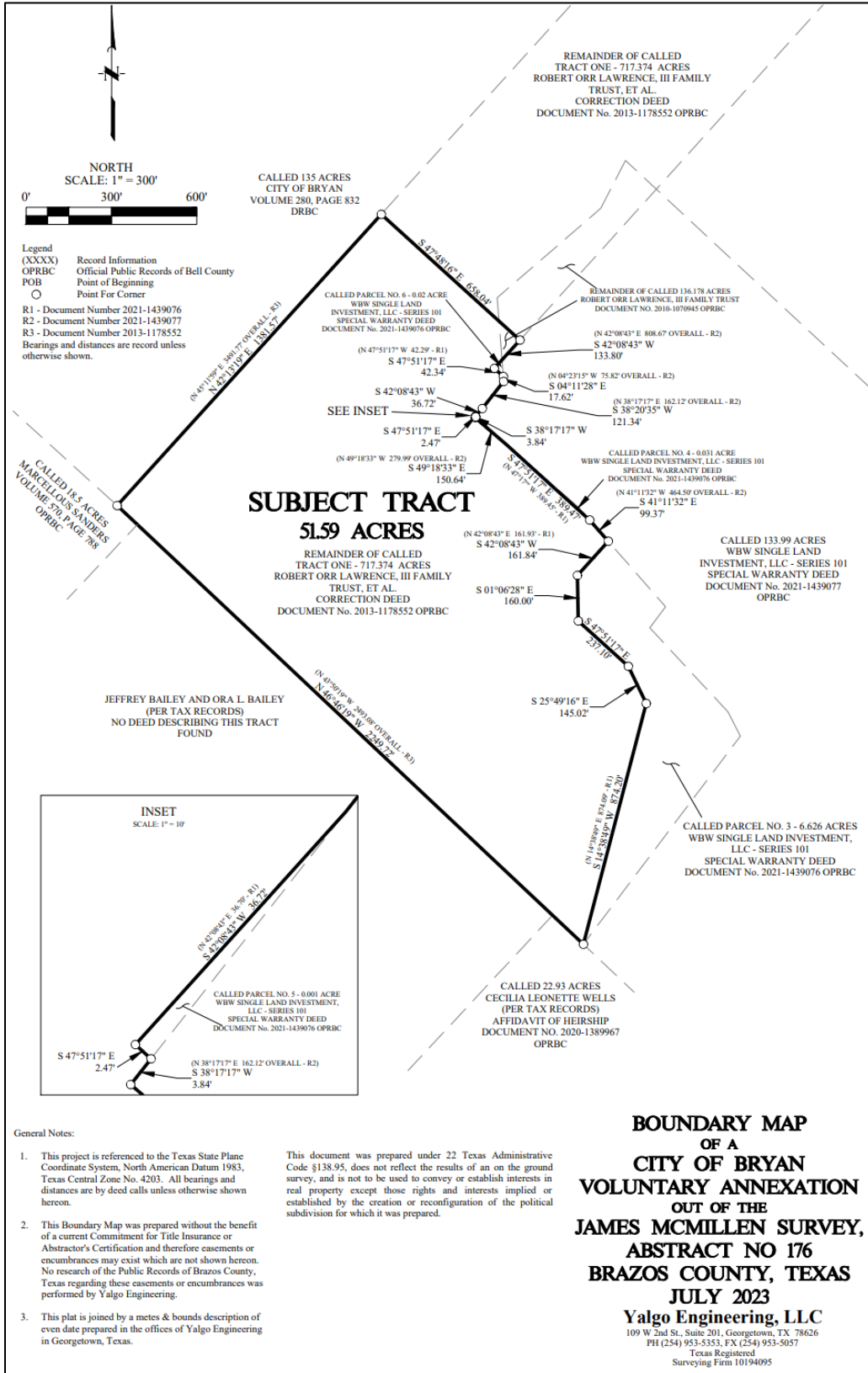
**THENCE:** S 41°11'32" E 99.37 feet with the southwest line of said 133.99 acre tract to a point being the north corner of that certain tract described as Parcel No. 3 – 6.626 acres in said WBW Single Land Investment, LLC – Series 101 deed (2021-1439076);

**THENCE:** with the west line of said 6.626 acre tract the following five (5) courses:

1. S 42°08'43" W 161.84 feet to a point,
2. S 01°06'28" E 160.00 feet to a point,
3. S 47°51'17" E 237.10 feet to a point,
4. S 25°49'16" E 145.02 feet to a point,
5. S 14°38'49" W 874.20 feet to a point in the southwest west line of said 717.374 acre tract, same being the northeast line of that certain tract described as 22.93 acres in an Affidavit of Heirship dated February 20, 2020 and recorded as Document Number 2020-1389967 of said official public records, for the south corner of said 6.626 acre tract;

**THENCE:** N 46°46'19" W 2249.72 feet with the southwest line of said 717.374 acre tract to the **POINT OF BEGINNING**, and containing 51.59 acres of land in Brazos County, Texas.

**Exhibit "A-1":**



**General Notes:**

1. This project is referenced to the Texas State Plane Coordinate System, North American Datum 1983, Texas Central Zone No. 4203. All bearings and distances are by deed calls unless otherwise shown hereon.
2. This Boundary Map was prepared without the benefit of a current Commitment for Title Insurance or Abstractor's Certification and therefore easements or encumbrances may exist which are not shown hereon. No research of the Public Records of Brazos County, Texas regarding these easements or encumbrances was performed by Yalgo Engineering.
3. This plat is joined by a metes & bounds description of even date prepared in the offices of Yalgo Engineering in Georgetown, Texas.

This document was prepared under 22 Texas Administrative Code §138.95, 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.

**BOUNDARY MAP  
OF A  
CITY OF BRYAN  
VOLUNTARY ANNEXATION  
OUT OF THE  
JAMES MCMILLEN SURVEY,  
ABSTRACT NO 176  
BRAZOS COUNTY, TEXAS  
JULY 2023  
Yalgo Engineering, LLC**  
109 W 2nd St., Suite 201, Georgetown, TX 78626  
PH (254) 953-5353, FX (254) 953-5057  
Texas Registered  
Surveying Firm 10194095

Exhibit "B":

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BRYAN, TEXAS AND  
WBW DEVELOPMENT**

This Municipal Services Agreement ("Agreement") is entered into on 11<sup>th</sup> day of August, 2023 by and between the City of Bryan, a Texas home-rule municipal corporation ("City") and WBW Single Development Group, LLC - Series 140 ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, Owner owns certain parcels of land being 51.59 acres of land out of the James McMillen Survey, Abstract No. 176, located 4000-foot north of the intersection of Pleasant Hill Road and Fred Hall Road, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

**WHEREAS**, when the City elects to annex an area, Section 43.0672 of the Texas Local Government Code requires the City to first enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property, subject to final approval of annexation by the Bryan City Council;

**NOW, THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, more specifically described in Exhibit and depicted in Exhibits B, C.
2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES**. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, rules, regulations and policies. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement:

- a) POLICE PROTECTION



a) POLICE PROTECTION

The City of Bryan, Texas and its Police Department will provide police protection to the newly annexed territory at the same or similar service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. The City's adopted ordinances extend to the newly annexed area and are applied equally to all areas of the City based on the policy and wording of such ordinances. The average dispatch and delivery time, equipment dedication to service areas, and staffing requirements are comparable to the average provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

b) FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE

The City of Bryan, Texas and its Fire Department will provide fire protection and ambulance service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. Furthermore, the City of Bryan Fire Department will respond to all dispatched calls (including emergency medical services) and other requests for service or assistance within the newly annexed area, the same as it would within other areas inside the City limits of Bryan. The City's adopted Fire Code shall extend to the newly annexed area and is equally applicable to all areas of the City.

c) SOLID WASTE COLLECTION

The City of Bryan, Texas and its Environmental Services Department will provide solid waste collection and disposal service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. As a fee-for-service the providing of this service shall be applied to the newly annexed area on an equal basis to that provided to the average and typical comparable area of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

d) WATER DISTRIBUTION SERVICE

The City of Bryan, Texas and its Water Services Department will provide water distribution service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas, which exhibit land use and population densities similar to that of the newly annexed area.

Existing City of Bryan water mains will be available for point-of-use extension based on applicable utility extension polices and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. Residents and businesses in the newly annexed area will be subject to the same service policies and procedures as apply to other areas of the City of Bryan. As applied to all property within the City, the owner(s) of the newly annexed property will be responsible for costs to install water service to their property(ies). All such water service facilities under the City of Bryan's direct jurisdiction, including new facilities which may be installed by developers of land within this newly annexed territory, will be operated,

maintained, monitored and inspected in accordance with established policies and procedures. The comparable nature of any areas are at the discretion of the City of Bryan but are evaluated based on the characteristics of the newly annexed area on the date of annexation.

e) WASTEWATER SERVICE

The City of Bryan, Texas and its Water Services Department will provide wastewater service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. The comparable nature of any areas are at the discretion of the City of Bryan but are evaluated based on the characteristics of the newly annexed area on the date of annexation.

Existing City of Bryan sewer mains at their present locations shall be available for point-of-use connections, based on applicable utility extension polices and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. The City of Bryan will assess the adequacy of existing septic systems for accommodating raw sewage in less developed areas and will determine the need to provide centralized wastewater collection and treatment service to particular areas, along with lift stations or any other necessary capital improvements, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. As applied to all property within the City, residents and/or developers will be responsible for costs to install sewer service to their property(ies).

All sewer service facilities that may come under the City of Bryan's direct jurisdiction in the future, including new facilities which may be installed by developers of land within this newly annexed territory, will be operated, maintained, monitored and inspected pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

f) STORM WATER MANAGEMENT

City of Bryan regulations concerning storm water management will extend to the newly annexed territory, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended, and in accordance with similarly situated property within the City.

g) BUILDING SERVICES

The Development Services Department's responsibility for regulating building construction will extend to the newly annexed territory, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Bryan.

h) PLANNING AND DEVELOPMENT

The Development Services Department's responsibility for regulating development and land use through the administration of the City of Bryan Zoning Ordinance, Land and Site Development Ordinance and all other development-related ordinances will extend to the newly annexed territory. The newly annexed area will also continue to be regulated under the requirements of the City of Bryan Subdivision Ordinance.

i) ELECTRICITY SERVICE

Bryan Texas Utilities (BTU), a municipal electric utility, will provide electricity service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. As a fee-for-service the providing of this service shall be applied to the newly annexed area on an equal basis to that provided to the average and typical comparable area of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

j) ROADS, STREETS, ALLEYWAYS AND TRAFFIC ENGINEERING

Any and all roads, streets or alleyways in the newly annexed territory which have been dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas of the City of Bryan, Texas with similar land use, population density and topography. Construction of new roads and streets is the responsibility of the developer or property owner desiring them and must be designed and built in accordance with applicable City of Bryan codes and standards.

Municipal maintenance of properly dedicated roads, streets and alleyways (which may be installed by developers of land within this newly annexed territory) will be consistent with such maintenance provided by the City of Bryan to other roads, streets and alleyways in areas exhibiting land use, population densities and topography similar to that of the newly annexed area.

The City of Bryan Public Works Department will install traffic signs, street markings and other traffic control devices in the newly annexed area as the need is established by appropriate study, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

The City of Bryan Public Works Department will install street name signs in the newly annexed area. Under current City of Bryan ordinances, developers are responsible for the cost of street name signs for new public and private streets.

Bryan Texas Utilities (BTU), a municipal electric utility, will install streetlights in accordance with the utility standards of BTU, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. Under current City of Bryan ordinances, developers are responsible for the cost of streetlights in new subdivisions.

k) **PARKS AND RECREATION**

The newly annexed territory does not include any known existing public parks, playgrounds or swimming pools which would come under the City of Bryan's jurisdiction as a result of annexation. Residents of the newly annexed territory may use any and all existing City of Bryan parks, playgrounds and recreational facilities and participate in any and all programs, events, activities and services of the City of Bryan Parks and Recreation Department. Expansion of recreational facilities and programs to the newly annexed territory would be governed by applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

l) **MAINTAINING OTHER PUBLICLY-OWNED FACILITIES OR BUILDINGS**

The City of Bryan, Texas is not aware of the existence of any publicly-owned facility or building now located in the newly annexed territory. In the event any such publicly-owned facility or building does exist and are public facilities or buildings, the City of Bryan shall maintain such facilities or buildings to the same extent and degree that it maintains similar municipal facilities and buildings now incorporated in the City of Bryan, Texas.

4. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation of the Property is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE.** Texas law governs all adversarial proceedings arising out of the subject matter of this Agreement. Venue shall be in the court of appropriate jurisdiction in Brazos County, Texas.

8. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

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

10. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

11. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

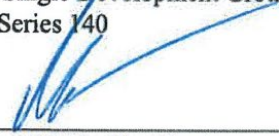
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.


**CITY OF BRYAN:**

By:   
Kean Register, City Manager

WBW Single Development Group,  
LLC - Series 140

By:   
Bruce Whitis, President

Approved as to Form:

  
Thomas A. Leeper, City Attorney

Attest:

 8-29-23  
Mary Lynne Stratta  
City Secretary

## **Exhibit “C”:**

### **Development Requirements for Pleasant Hill Planned Development – Housing District (PD-H)**

#### **INTRODUCTION**

A Development Plan for Planned Development – Housing District (hereinafter referred to as “PD-H District”, “the District” or “this District”) to be known as Pleasant Hill Subdivision Section 4, being 51.59 acres of land, of a total 612.87 acres of land known as Pleasant Hill Subdivision.

#### **GENERAL PURPOSE AND DESCRIPTION**

The following development plan is intended to guide planning of land use and physical development on the subject property. This PD-H development plan is envisioned as a tool to help stabilize and improve property utilization, to facilitate appropriate use of the property, ensure protection of surrounding properties from foreseeable negative impacts resulting from permitted uses, to strengthen the area economy and to promote the general welfare of the community. The arrangement of permitted land uses within this District is divided into defined land use zones within the 51.59-acre property, being known as Pleasant Hill Subdivision Section 4. These are graphically depicted in the attached Planned Development Exhibit.

#### **SECTION 1: DEFINITIONS**

The following words, terms, and phrases shall have the meanings ascribed to them in Bryan Code of Ordinances Chapter 130, Zoning, except where the context indicates a different meaning. Words and terms not expressly defined in this chapter or Chapter 62 or the City of Bryan Code of Ordinances shall have ordinary dictionary meanings based on the latest edition of Merriam-Webster’s Unabridged Dictionary. When not inconsistent with the context, words used in the present tense include the future; terms used in the singular number include the plural; and phrases used in the plural number include the singular. The term “permitted” shall mean all uses permitted by right within the zoning classification specified, as well as other uses defined and described in the Zoning Ordinance of the City of Bryan as being permitted with approval of a Conditional Use Permit. Said uses permitted with approval of a Conditional Use Permit shall be subject to development review procedures of the City of Bryan Zoning Ordinance described for Conditional Use Permits.

*Detached Residential Zone*, including those areas depicted as “Future Residential Development” on Exhibit A, shall mean a cohesive residential community, and a gateway into future development of adjacent areas, offering affordable homeownership opportunities in an efficiently designed plan.

#### **SECTION 2: LAND USES**

##### **1. Detached Residential Zone**

- a. Within the Detached Residential Zone of this District, as shown on the attached development plan exhibit, the following uses shall be permitted by right:
  - Detached single-family dwellings
  - Open space/storm water detention areas
  - Conservation area
- b. Conditional uses:

- Accessory dwelling units may be permitted, subject to all other applicable provisions of the City of Bryan Code of Ordinances.

### **SECTION 3: PHYSICAL DEVELOPMENT**

#### **1. Detached Residential Zone**

- A. Physical development in the Detached Residential Zone of this District shall comply with development standards and limitations of the City of Bryan Code of Ordinances that generally apply to properties zoned Residential District – 7000 (RD-7), subject to additions, modifications or exceptions described herein. These development standards and limitations include, but are not limited to, regulations concerning minimum building setback, lot area, lot depth, density, building height, building elevations, coverage, parking, access, screening, landscaping, accessory buildings, and signs.
- B. The following additional standards, modifications or exceptions shall be applicable to the physical development and continued use of land and buildings in the Detached Residential Zone of this District:
1. Minimum building setback requirements:
    - i. The minimum side building setback adjacent to abutting property shall be 5 feet.
    - ii. Front setbacks for lots at the rear of a cul-de-sac shall be the same 25 feet as other lots, amending the standard provision in footnote 7 of Section 62-161 of the Code of Ordinances, calling for reduced, 20-foot setbacks.
    - iii. The measurement of lot widths shall be made at the shortest distance between side lot lines at any tangent point with the front setback line, rather than the shortest distance between the two side lot lines, amending the standard provision in Section 110-4 of the Code of Ordinances.
    - iv. The minimum lot width shall be 50' measured at the front building setback line.
    - v. The home builder shall place two trees (minimum 1.5-inch caliper measured 12 inches from the root bulb) in each residential lot between the right-of-way and the front building setback.
  2. At least 17 acres of land will be placed in a conservation zone that will contain walking trails and will not be developed.
  3. Lots shall be a minimum of 6,000 square feet, with 30% of lots being 7,000 square feet or larger. The average lot size shall be at least 6,900 square feet
  4. Within the common area parcels adjacent to the main entry roadway from FM-2818 a tree density of one (1) canopy tree for every sixty (60) linear feet of frontage shall be installed as the homes adjacent thereto are constructed.
    - i. Two (2) non-canopy trees may be substituted for each one (1) canopy tree. Substitution cannot exceed more than 50% of the required canopy.
    - ii. One (1) existing tree (minimum four-inch caliper) may be substituted for two (2) new trees.

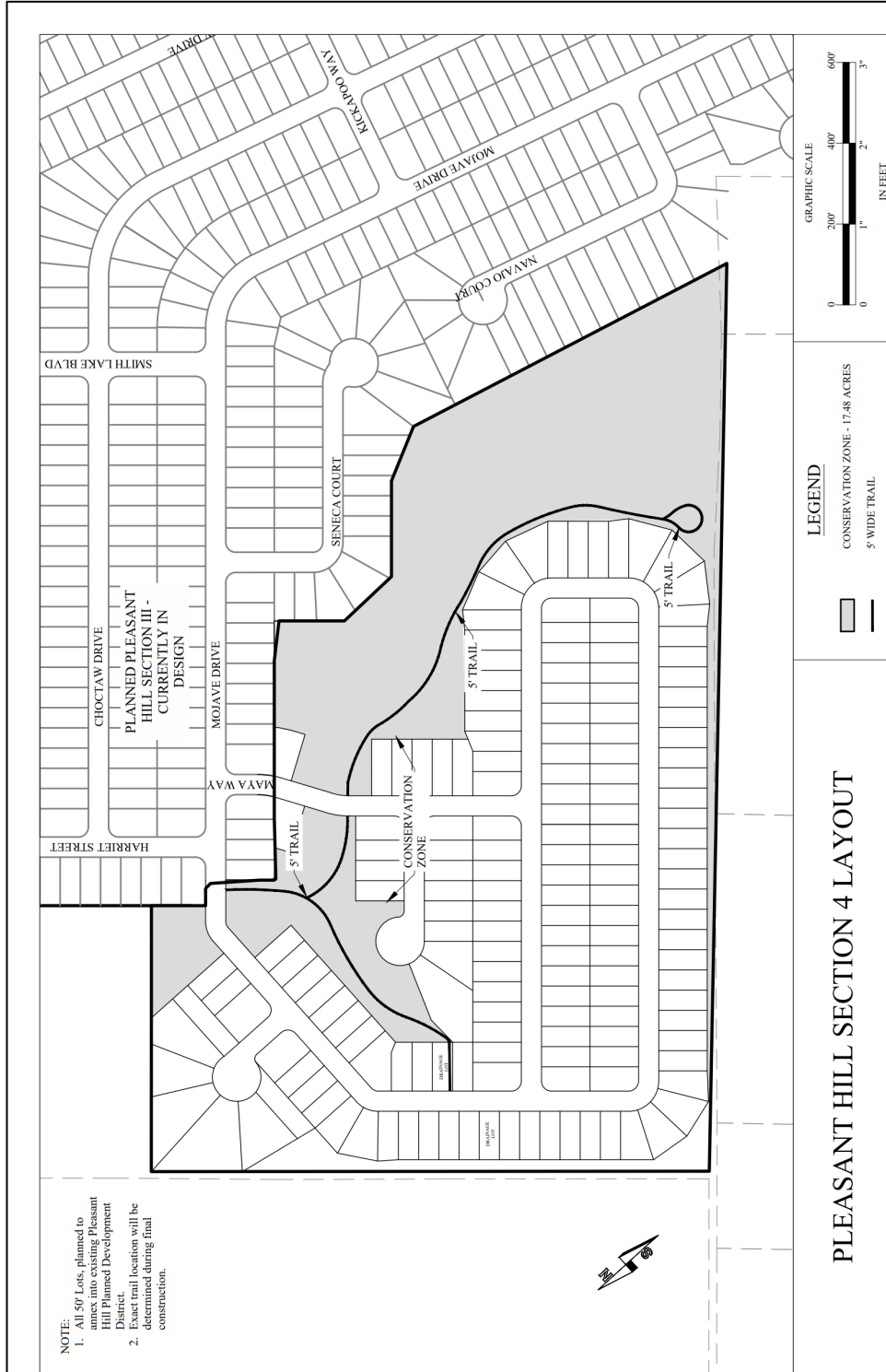
5. Lots fronting the main entry roadway from FM-2818 and into the community shall be a minimum of 70 feet wide and shall have adequate maneuvering space so vehicles will not be allowed to back directly into the street.
6. The subdivision of land in the Detached Residential Zone of this District shall be allowed in accordance with Chapter 110, Subdivisions, of the City of Bryan Code of Ordinances. The areas denoted as “Future Residential Development” may, in part or in whole, be developed as lots along with the adjacent properties, if and when those properties are also annexed into the City of Bryan and otherwise entitled for development or when appropriate access can be provided for ingress and egress thereto.
7. A homeowner's association (HOA) shall be established with direct responsibility to, and controlled by, the property owners involved to provide for operation, repair and maintenance of all open space, conservation zone, common and storm water detention areas (if needed) in the Detached Residential Zone of this District.

2. Streets

- a. Streets widths within this zoning district shall be built to be a width of thirty (30) feet measuring from the back of curbs.



3. Conservation Area Exhibit



- NOTE:
1. All 50' Lots planned to annex into existing Pleasant Hill Planned Development District.
  2. Exact trail location will be determined during final construction.

PLEASANT HILL SECTION 4 LAYOUT

**LEGEND**  
 CONSERVATION ZONE - 17.48 ACRES  
 5' WIDE TRAIL



## **EXCERPT FROM APRIL 9, 2024 CITY COUNCIL SECOND REGULAR MEETING MINUTES:**

### **4. Public Hearings and First and Only Readings of Ordinances**

- A. Owner Requested Annexation Case No. ANNEX23-07 - Public hearing, presentation and consideration of the first and only reading of an ordinance of the City of Bryan, Texas, annexing territory generally described as being 51.59 acres of land out of the James McMillan Survey, Abstract No. 176, located about 4,000 feet north of the intersection of Pleasant Hill and Fred Hall Roads, in Bryan's extraterritorial jurisdiction (ETJ) in Brazos County, Texas, lying adjacent and contiguous to the present corporate limits of the City of Bryan; finding that all necessary and required legal conditions have been satisfied; describing the territory annexed and providing a service plan therefore; obligating the property situated therein to bear its pro rata part of taxes levied; providing rights and privileges as well as duties and responsibilities of inhabitants and owners of said territory

Assistant Development Director Martin Zimmermann announced the applicant had requested this agenda item be postponed again. Mr. Max Turner, Development Manager for WBW Development, representing the applicant, asked for a six-month postponement of this item. No one else spoke during the public hearing.

Councilmember Ewers-Shurtleff moved to postpone consideration until the second regular meeting in October 2024. The motion was seconded by Councilmember Boriskie and carried with all present voting aye.

**EMAIL FROM APPLICANTS DATED SEPTEMBER 10, 2024 REQUESTING POSTPONEMENT:**

**From:** Max Turner <mturner@wbdevelopment.com>  
**Sent:** Tuesday, September 10, 2024 2:19 PM  
**To:** Williams, Katie  
**Subject:** Re: [EXTERNAL] RE: Annexation of Pleasant Hill 4 - Oct 8, 2024 City Council

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**Notice: EXTERNAL EMAIL! Phishing = #1 threat to Cyber Security. Is this a phishing email? – Look again!**

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Hey Katie,

Sorry I forgot to respond. We heard back from the city and have one more test to run (lord willing) and will likely request one more postponement.

Thanks,

Max

Sent from my iPhone

## **EXCERPT FROM CITY COUNCIL REGULAR MEETING MINUTES OF NOVEMBER 14, 2023:**

### **4. Public Hearings and First and Only Readings of Ordinances**

- B. Owner-requested Annexation Case No. ANNEX23-07 - Public hearing, presentation, and consideration of the first and only reading of an ordinance of the City of Bryan, Texas, annexing territory generally described as being 51.59 acres of land out of the James McMillian Survey, Abstract No. 176, located about 4,000 feet north of the intersection of Pleasant Hill and Fred Hall Roads, in Bryan's extraterritorial jurisdiction (ETJ) in Brazos County, Texas, lying adjacent and contiguous to the present corporate limits of the City of Bryan; finding that all necessary and required legal conditions have been satisfied; describing the territory annexed and providing a service plan therefore; obligating the property situated therein to bear its pro rata part of taxes levied; providing rights and privileges as well as duties and responsibilities of inhabitants and owners of said territory

Mr. Max Turner, representing the applicant, asked that the annexation petition be postponed until April to allow further study of site suitability. No one else spoke during the public hearing.

Councilmember Torres moved to suspend the rules regarding postponement of an agenda item to a certain time. The motion was seconded by Councilmember Boriskie and carried with all present voting aye.

Councilmember Boriskie moved to postpone consideration of an ordinance annexing territory generally described as being 51.59 acres of land out of the James McMillian Survey, Abstract No. 176, located about 4,000 feet north of the intersection of Pleasant Hill and Fred Hall Roads, in Bryan's extraterritorial jurisdiction (ETJ) in Brazos County, Texas, until the second regular meeting in April, 2024. The motion was seconded by Councilmember Ewers-Shurtleff and carried with all present voting aye.

**EMAIL FROM APPLICANTS DATED NOVEMBER 7, 2023 REQUESTING POSTPONEMENT:**

**From:** Max Turner <mturner@wbdevelopment.com>  
**Sent:** Tuesday, November 7, 2023 5:40 PM  
**To:** Cameron, Mitchell  
**Cc:** Williams, Katie  
**Subject:** RE: [EXTERNAL] RE: Pleasant Hill 4 City Council

**Notice: EXTERNAL EMAIL! Phishing = #1 threat to Cyber Security. Is this a phishing email? – Look again!**

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Hey Mitchell,

We will want to postpone the annexation. The old city of Bryan landfill site to the north of the project represents an environmental concern that we won't be able to fully understand by the next few weeks. I have submitted an open records request to the city but any information y'all may have on the closing of the landfill and any remediation or monitoring wells near it would be a huge help to us.

Thanks,

Max Turner

**EXCERPT FROM PLANNING AND ZONING COMMISSION REGULAR MEETING MINUTES  
OF October 5, 2023:**

**4. Requests for Annexation (Commission makes recommendation; City Council has final approval).**

**A. Annexation ANNEX23-07: WBW Development**

*A request by an area landowner requesting annexation of 51.59 acres of land out of the James McMillan Survey, Abstract No. 176, located about 4,000 feet north of the intersection of Pleasant Hill and Fred Hall Roads, in Bryan's extraterritorial jurisdiction (ETJ) in Brazos County, Texas. (M. Cameron)*

Mr. Cameron presented the staff report (on file in the Development Services Department). Staff recommends approval of the annexation.

The public hearing was opened.

Max Turner of WBW Development, LLC, discussed the planning design of Pleasant Hill Subdivision which incorporated solutions to concerns brought forward by first responders and Commissioners regarding residential subdivision design standards.

In response to Commissioners' questions, Mr. Turner stated that the majority of the lots would include a minimum lot width of 50 feet at the building setback line, and minimum of 6,000 square feet in area. Mr. Turner also explained that the average lot area of the development will be 6,900 square feet. Mr. Turner stated that this proposed section includes approximately 106 lots to be a part of the existing Pleasant Hill Homeowner's Association.

The public hearing was closed.

**Commissioner Rodriguez moved to recommend approval of the owner-requested annexation of these 51.59 acres of land to the Bryan City Council, and to adopt the written staff report and analysis as the report, findings, and evaluation of this Commission.**

**Commissioner Watson seconded the motion.**

Commissioners stated they appreciate the revised design concept of Pleasant Hill Subdivision and the initiative to develop with regards to the concerns regarding street width and larger lot sizes.

**The motion passed unanimously.**

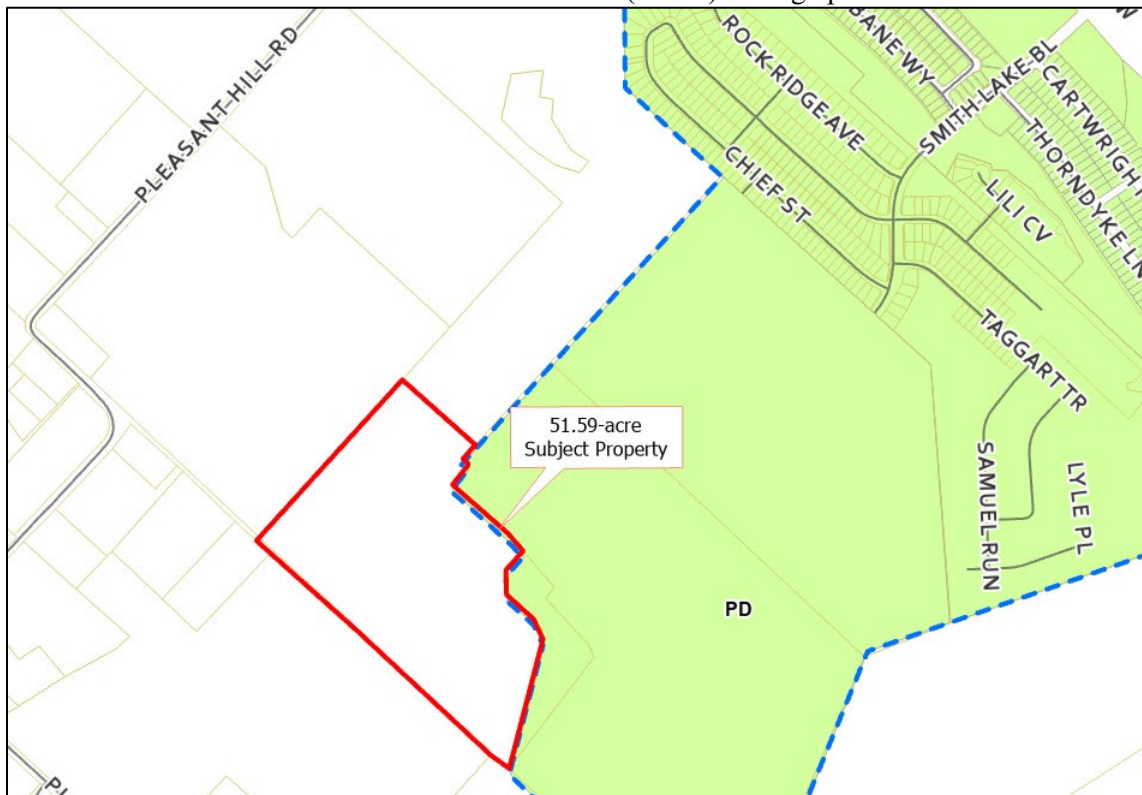
**PLANNING AND ZONING COMMISSION  
STAFF REPORT**

**October 5, 2023**

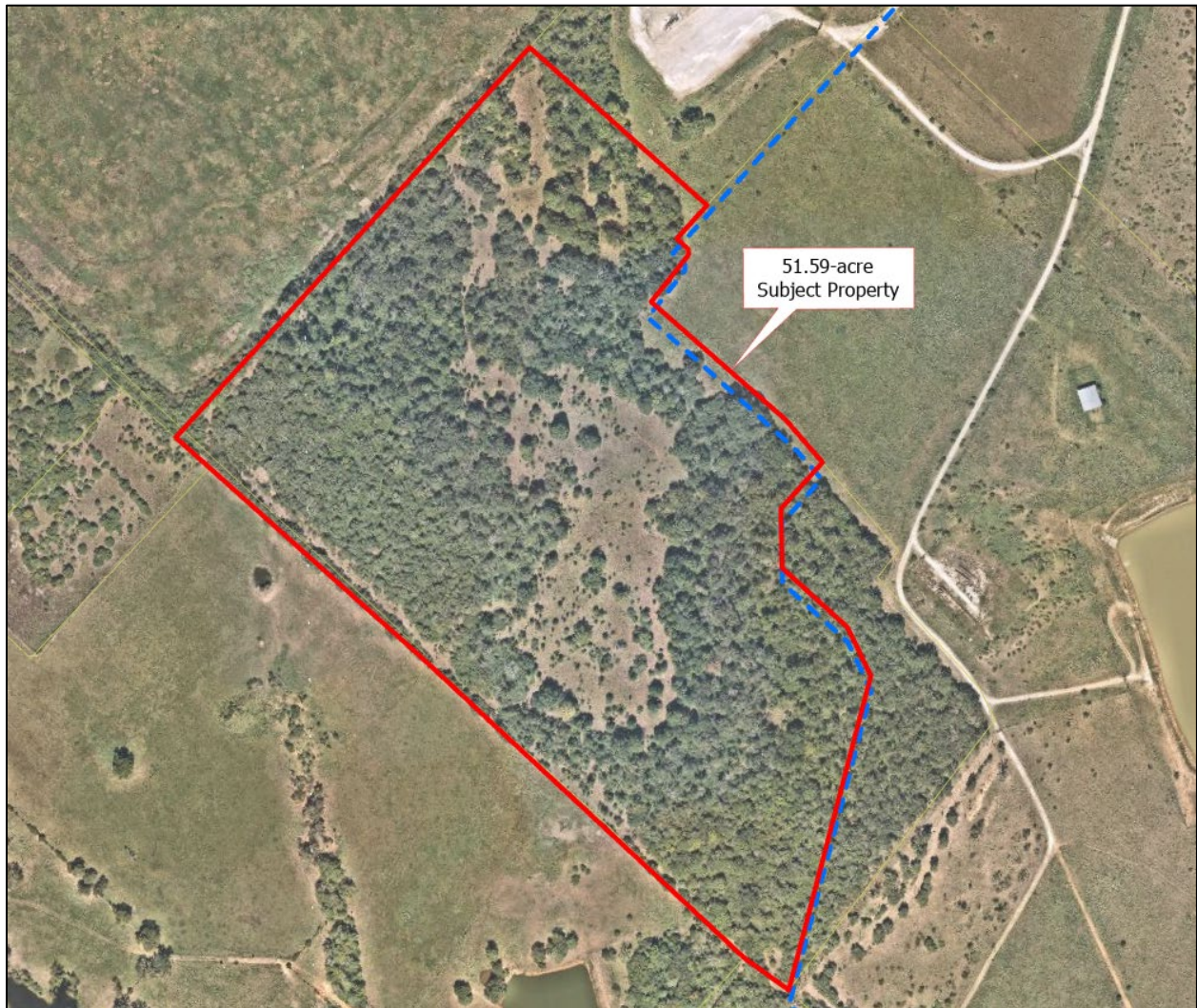


**Annexation case no. ANNEX23-07: Pleasant Hill Section 4**

- CASE DESCRIPTION:** an owner-requested annexation of 51.59 acres of land
- LOCATION:** 51.59 acres of land out of the James McMillan Survey, Abstract No. 176, located about 4,000 feet north of the intersection of Pleasant Hill and Fred Hall Roads, in Bryan’s extraterritorial jurisdiction (ETJ) in Brazos County, Texas
- EXISTING LAND USE:** vacant acreage
- PROPERTY OWNER:** Robert Orr Lawrence III Family Trust, Brian Lawrence
- APPLICANT(S):** Max Turner, WBW Development
- STAFF CONTACT:** Mitchell Cameron, Staff Planner
- SUMMARY RECOMMENDATION:** Staff recommends **approving** the requested annexation and assigning Planned Development – Mixed-Use District (PD-M) zoning upon annexation



**2022 AERIAL PHOTOGRAPH:**



**BACKGROUND:**

On July 12, 2023, the City of Bryan received an annexation request from Max Turner, of WBW Development, for an owner-requested annexation of 51.59 acres of land out of the James McMillan Survey, Abstract No. 176, located about 4,000 feet north of the intersection of Pleasant Hill and Fred Hall Roads. The applicant is requesting that the subject property be assigned Planned Development – Housing District (PD-H) zoning upon annexation. The subject 51.59 acres will be an addition to the ongoing development of the Pleasant Hill Subdivision.

Please note that the zoning standards requested to be applied to the subject property are different than the standards of the of Planned Development – Mixed Use District (PD-M) of the other sections of Pleasant Hill.

The development plan being proposed is a modified version of the PD-M zoning districts of previous sections of Pleasant Hill. The applicant made the following modifications based on concerns recently



expressed by the Planning and Zoning Commission. The proposed development plan will differ substantially in the following areas:

- Land uses not specific to detached residential housing have been removed.
- Set a requirement that street widths shall be built to a standard of 30-feet, measuring from the back of curb.
- All lots shall have a minimum area of 6,000 square feet, with 30% of lots being 7,000 square feet or larger.
- Average lot size shall be at least 6,900 square feet.
- Installation of a minimum of two canopy trees required.
- 17 acres of land to be placed in a conservation zone.

The subject 51.59 acres will be a continuation of the Pleasant Hill Subdivision, and will be known as Pleasant Hill Section 4. This section will be the fifth annexation of the Pleasant Hill development.

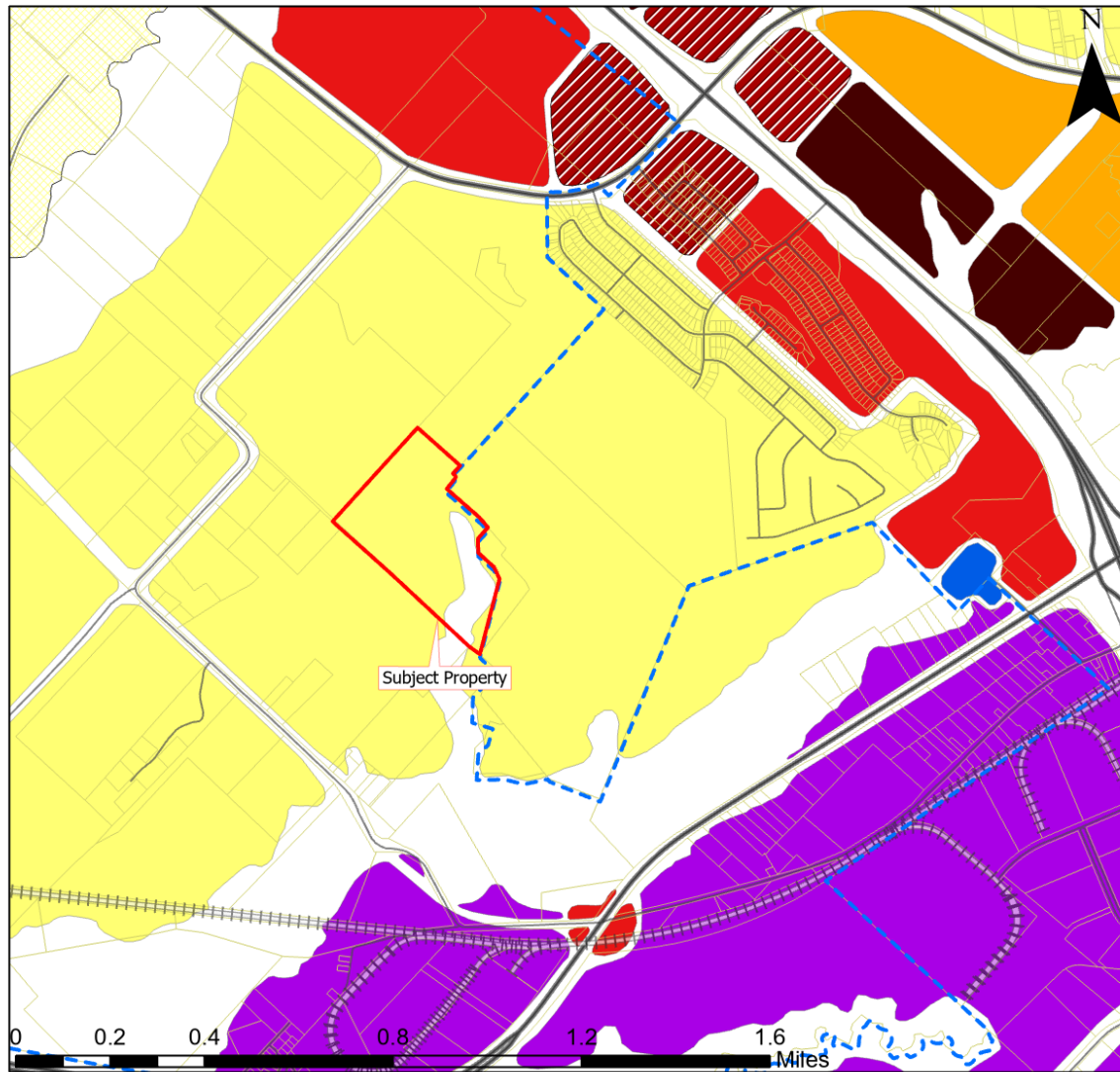
- Section 1, annexed in March 2008 consists of 121.8 acres. Section 1 was subdivided into 256 detached residential lots with approximately 54 acres being reserved for retail and commercial development opportunities along FM 2818
- Pleasant Hill Subdivision Section 2, 153.2 acres annexed in July 2019. Section 2 consists of 583 detached residential lots that are either planned or under construction at this time.
- Pleasant Hill Section 3, 243.82 acres annexed in July 2021. Section 3 is proposed to create 856 new detached residential lots.
- Section 3A, 6.7 acres annexed in November 2021. Section 3A is proposed to create an additional 34 detached residential lots


To-date the Pleasant Hill project is projected to produce over 1,700 detached residential lots. Section 4 will add an additional 51.59 acres.

The City of Bryan Code of Ordinances requires the Planning and Zoning Commission to review and make recommendations to the City Council concerning annexations. Zoning Ordinance Section 130-7 prescribes that all territory brought within Bryan's corporate limits must be assigned a zoning classification upon annexation. To accommodate the intended use of the property, the applicant requests the assignment of Planned Development – Housing District (PD-H) zoning upon annexation. With a recommendation from the Planning and Zoning Commission, the request will be forwarded to the Bryan City Council for final approval.

**EXCERPT FROM FUTURE LAND USE PLAN MAP:**

## Future Land Use Plan (FLUP)



-  Residential Estate
-  Low Density Residential
-  Medium Density Residential
-  Retail
-  Regional Retail
-  Commercial
-  Light Industrial
-  Public/Semi-Public



This is a product of the City of Bryan Geographic Information System. This geospatial data product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey conducted by or under the supervision of a registered professional land surveyor and represents only the approximate relative location of property boundaries. This product may not reflect some data otherwise available. This product is not a substitute for obtaining a survey or other professional advice about a specific property, specific question, or situation.

## **RELATION TO BRYAN'S COMPREHENSIVE PLAN (BLUEPRINT 2040):**

Blueprint 2040, the City of Bryan's Comprehensive Plan, is the framework for the establishment of zoning and other regulatory tools. The current plan includes policies and recommendations related to the various physical aspects of the community. These aspects are supported by a set of goals and objectives. The Future Land Use Plan, as shown above, identifies the 51.59 acres as an area where low-density residential is appropriate.

In addition to land use policies, BluePrint 2040 provides annexation guidelines and recommended areas for expansion. The annexation portion of the Plan suggests the subject property and areas surrounding the subject property should be considered for annexation to ensure quality development and confirm that the city is able to adequately serve the areas to be annexed without negatively impacting the existing community.

The following excerpts from the Blueprint 2040 may be relevant for consideration of this request:

### Chapter 5: Land Use

- Low density residential should be protected from, but accessible to, the major roadway network, commercial establishment, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets, but directly access only local streets.

### Annexation Policies

- The City should focus short-term annexation along roadway corridors with high visibility and areas anticipated for growth in the near future.
- Areas that can easily be served by extending public services or by the reasonable extension of utility lines should be pursued first

## **PROPOSED ANNEXATION:**

**Staff recommends approving the requested annexation of these 51.59 acres.** Approving the requested annexation will bring 51.59 acres of vacant undeveloped land under the full regulatory control of the City. Annexation of this acreage can therefore help promote orderly urban growth and development in west Bryan. The area requested to be annexed adjoins the current city limits, has regular, logical boundaries and is proposed for residential development. The area requested to be annexed therefore meets annexation criteria, adopted by Council with Resolution No. 3128 on November 13, 2007, which were established to provide guidance on annexation decisions.

A draft municipal service plan that details the specific municipal services that will be provided to the area after it has been annexed is attached to this staff report. **Staff anticipates no extraordinary new services, facilities or expenses as a result of annexing these 51.59 acres.** The City is able to provide municipal services upon annexation in accordance with State law without negatively impacting service provisions within the City.

## **PROPOSED PD-M DISTRICT ZONING:**

Assigning PD-H District zoning to the 51.59 acres of the subject property upon annexation will allow for housing development, resulting in detached dwellings. Although substantially altered from the previous four phases Pleasant Hill, staff contends that the proposed PD-H District zoning on the subject property is appropriate and in conformance with the land use recommendations of the Comprehensive Plan (BluePrint 2040) and. The Comprehensive Plan suggests that it is a goal of the City to achieve a balanced and sustainable mix of land uses within the City by planning for a mix of land use types in suitable locations, densities and patterns.

City-wide land use policies articulated in the Comprehensive Plan suggest that single-family residential land uses should be located in areas that are: (1.) protected from but accessible to major roadway network, commercial establishments, work places and entertainment areas; (2.) accessible to collector and arterial streets, but directly accesses local streets; and (3.) not adjacent to major arterials or freeways without adequate buffering and access management. Staff believes that the subject property provides opportunity to meet these criteria. **Therefore, staff recommends that upon annexation of the subject 51.59 acres, PD-H District zoning be assigned.**

## **ATTACHMENTS:**

1. Proposed Development Plan.
2. Annexation service plan with related attachments.

## **Development Requirements for Pleasant Hill Planned Development – Housing District (PD-H)**

### **INTRODUCTION**

A Development Plan for Planned Development – Housing District (hereinafter referred to as “PD-H District”, “the District” or “this District”) to be known as Pleasant Hill Subdivision Section 4, being 51.59 acres of land, of a total 612.87 acres of land known as Pleasant Hill Subdivision.

### **GENERAL PURPOSE AND DESCRIPTION**

The following development plan is intended to guide planning of land use and physical development on the subject property. This PD-H development plan is envisioned as a tool to help stabilize and improve property utilization, to facilitate appropriate use of the property, ensure protection of surrounding properties from foreseeable negative impacts resulting from permitted uses, to strengthen the area economy and to promote the general welfare of the community. The arrangement of permitted land uses within this District is divided into defined land use zones within the 51.59-acre property, being known as Pleasant Hill Subdivision Section 4. These are graphically depicted in the attached Planned Development Exhibit.

### **SECTION 1: DEFINITIONS**

The following words, terms, and phrases shall have the meanings ascribed to them in Bryan Code of Ordinances Chapter 130, Zoning, except where the context indicates a different meaning. Words and terms not expressly defined in this chapter or Chapter 62 or the City of Bryan Code of Ordinances shall have ordinary dictionary meanings based on the latest edition of Merriam-Webster’s Unabridged Dictionary. When not inconsistent with the context, words used in the present tense include the future; terms used in the singular number include the plural; and phrases used in the plural number include the singular.

The term “permitted” shall mean all uses permitted by right within the zoning classification specified, as well as other uses defined and described in the Zoning Ordinance of the City of Bryan as being permitted with approval of a Conditional Use Permit. Said uses permitted with approval of a Conditional Use Permit shall be subject to development review procedures of the City of Bryan Zoning Ordinance described for Conditional Use Permits.

*Detached Residential Zone*, including those areas depicted as “Future Residential Development” on Exhibit A, shall mean a cohesive residential community, and a gateway into future development of adjacent areas, offering affordable homeownership opportunities in an efficiently designed plan.

### **SECTION 2: LAND USES**

#### **2. Detached Residential Zone**

- c. Within the Detached Residential Zone of this District, as shown on the attached development plan exhibit, the following uses shall be permitted by right:
  - Detached single-family dwellings
  - Open space/storm water detention areas
  - Conservation area

d. Conditional uses:

- Accessory dwelling units may be permitted, subject to all other applicable provisions of the City of Bryan Code of Ordinances.

**SECTION 3: PHYSICAL DEVELOPMENT**

2. Detached Residential Zone

- C. Physical development in the Detached Residential Zone of this District shall comply with development standards and limitations of the City of Bryan Code of Ordinances that generally apply to properties zoned Residential District – 7000 (RD-7), subject to additions, modifications or exceptions described herein. These development standards and limitations include, but are not limited to, regulations concerning minimum building setback, lot area, lot depth, density, building height, building elevations, coverage, parking, access, screening, landscaping, accessory buildings, and signs.
- D. The following additional standards, modifications or exceptions shall be applicable to the physical development and continued use of land and buildings in the Detached Residential Zone of this District:
1. Minimum building setback requirements:
    - i. The minimum side building setback adjacent to abutting property shall be 5 feet.
    - ii. Front setbacks for lots at the rear of a cul-de-sac shall be the same 25 feet as other lots, amending the standard provision in footnote 7 of Section 62-161 of the Code of Ordinances, calling for reduced, 20-foot setbacks.
    - iii. The measurement of lot widths shall be made at the shortest distance between side lot lines at any tangent point with the front setback line, rather than the shortest distance between the two side lot lines, amending the standard provision in Section 110-4 of the Code of Ordinances.
    - iv. The minimum lot width shall be 50' measured at the front building setback line.
    - v. The home builder shall place two trees (minimum 1.5-inch caliper measured 12 inches from the root bulb) in each residential lot between the right-of-way and the front building setback.
  2. At least 17 acres of land will be placed in a conservation zone that will contain walking trails and will not be developed.
  3. Lots shall be a minimum of 6,000 square feet, with 30% of lots being 7,000 square feet or larger. The average lot size shall be at least 6,900 square feet
  4. Within the common area parcels adjacent to the main entry roadway from FM-2818 a tree density of one (1) canopy tree for every sixty (60) linear feet of frontage shall be installed as the homes adjacent thereto are constructed.
    - i. Two (2) non-canopy trees may be substituted for each one (1) canopy tree. Substitution cannot exceed more than 50% of the required canopy.
    - ii. One (1) existing tree (minimum four-inch caliper) may be substituted for two (2) new trees.
  5. Lots fronting the main entry roadway from FM-2818 and into the community shall be a minimum of 70 feet wide and shall have adequate maneuvering space so vehicles will not be allowed to back directly into the street.
  6. The subdivision of land in the Detached Residential Zone of this District shall be allowed in accordance with Chapter 110, Subdivisions, of the City of Bryan Code of

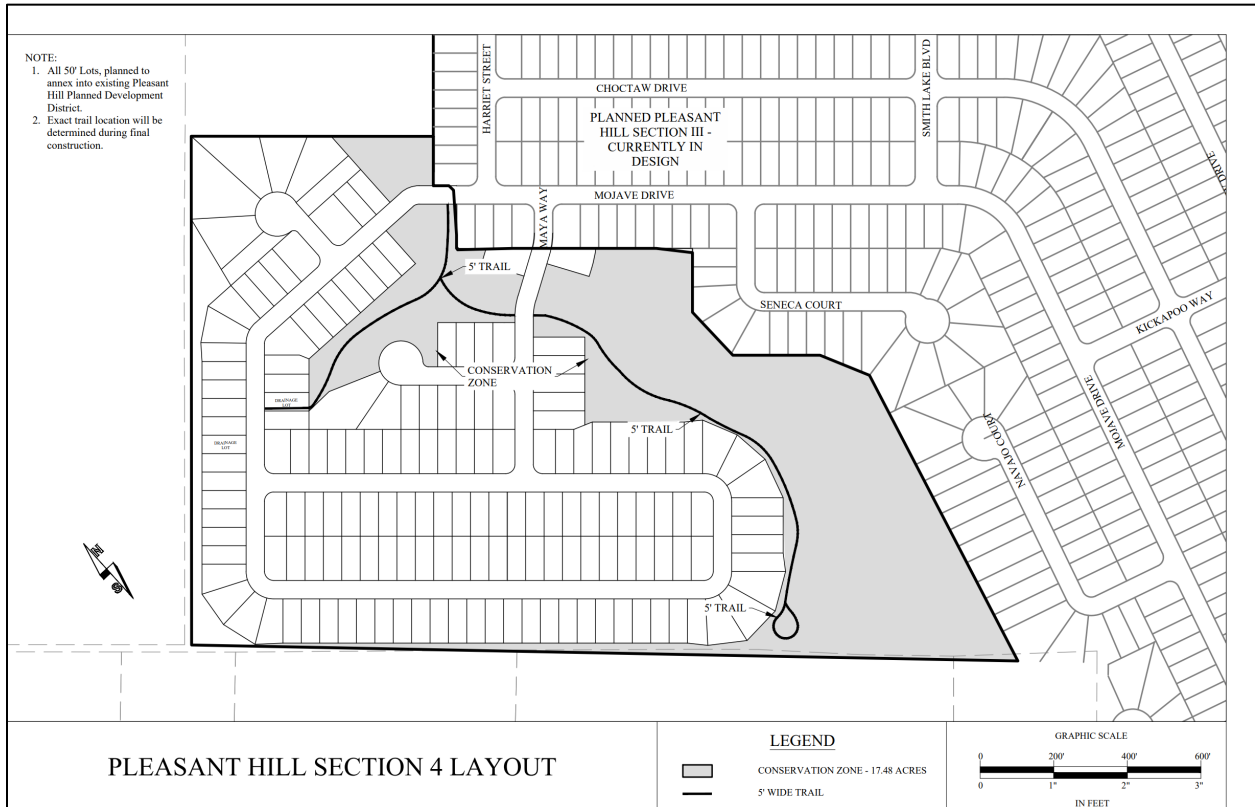
Ordinances. The areas denoted as “Future Residential Development” may, in part or in whole, be developed as lots along with the adjacent properties, if and when those properties are also annexed into the City of Bryan and otherwise entitled for development or when appropriate access can be provided for ingress and egress thereto.

7. A homeowner's association (HOA) shall be established with direct responsibility to, and controlled by, the property owners involved to provide for operation, repair and maintenance of all open space, conservation zone, common and storm water detention areas (if needed) in the Detached Residential Zone of this District.

2. Streets

- b. Streets widths within this zoning district shall be built to be a width of 30-feet measuring from the back of curbs.

3. Exhibit of Conservation Area



**EXECUTED MUNICIPAL SERVICE AGREEMENT:**

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BRYAN, TEXAS AND  
WBW DEVELOPMENT**

This Municipal Services Agreement ("Agreement") is entered into on 29th (nes) day of AUGUST, 2023 by and between the City of Bryan, a Texas home-rule municipal corporation ("City") and WBW Single Development Group, LLC - Series 140 ("Owner").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, Owner owns certain parcels of land being 51.59 acres of land out of the James McMillen Survey, Abstract No. 176, located 4000-feet north of the intersection of Pleasant Hill Road and Fred Hall Road, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

**WHEREAS**, when the City elects to annex an area, Section 43.0672 of the Texas Local Government Code requires the City to first enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property, subject to final approval of annexation by the Bryan City Council;

**NOW, THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, more specifically described in Exhibit and depicted in Exhibits B, C.
2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES**. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, rules, regulations and policies. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement:

- a) **POLICE PROTECTION**



a) POLICE PROTECTION

The City of Bryan, Texas and its Police Department will provide police protection to the newly annexed territory at the same or similar service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. The City's adopted ordinances extend to the newly annexed area and are applied equally to all areas of the City based on the policy and wording of such ordinances. The average dispatch and delivery time, equipment dedication to service areas, and staffing requirements are comparable to the average provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

b) FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE

The City of Bryan, Texas and its Fire Department will provide fire protection and ambulance service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. Furthermore, the City of Bryan Fire Department will respond to all dispatched calls (including emergency medical services) and other requests for service or assistance within the newly annexed area, the same as it would within other areas inside the City limits of Bryan. The City's adopted Fire Code shall extend to the newly annexed area and is equally applicable to all areas of the City.

c) SOLID WASTE COLLECTION

The City of Bryan, Texas and its Environmental Services Department will provide solid waste collection and disposal service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. As a fee-for-service the providing of this service shall be applied to the newly annexed area on an equal basis to that provided to the average and typical comparable area of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

d) WATER DISTRIBUTION SERVICE

The City of Bryan, Texas and its Water Services Department will provide water distribution service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas, which exhibit land use and population densities similar to that of the newly annexed area.

Existing City of Bryan water mains will be available for point-of-use extension based on applicable utility extension polices and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. Residents and businesses in the newly annexed area will be subject to the same service policies and procedures as apply to other areas of the City of Bryan. As applied to all property within the City, the owner(s) of the newly annexed property will be responsible for costs to install water service to their property(ies). All such water service facilities under the City of Bryan's direct jurisdiction, including new facilities which may be installed by developers of land within this newly annexed territory, will be operated,

maintained, monitored and inspected in accordance with established policies and procedures. The comparable nature of any areas are at the discretion of the City of Bryan but are evaluated based on the characteristics of the newly annexed area on the date of annexation.

e) WASTEWATER SERVICE

The City of Bryan, Texas and its Water Services Department will provide wastewater service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. The comparable nature of any areas are at the discretion of the City of Bryan but are evaluated based on the characteristics of the newly annexed area on the date of annexation.

Existing City of Bryan sewer mains at their present locations shall be available for point-of-use connections, based on applicable utility extension polices and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. The City of Bryan will assess the adequacy of existing septic systems for accommodating raw sewage in less developed areas and will determine the need to provide centralized wastewater collection and treatment service to particular areas, along with lift stations or any other necessary capital improvements, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. As applied to all property within the City, residents and/or developers will be responsible for costs to install sewer service to their property(ies).

All sewer service facilities that may come under the City of Bryan's direct jurisdiction in the future, including new facilities which may be installed by developers of land within this newly annexed territory, will be operated, maintained, monitored and inspected pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

f) STORM WATER MANAGEMENT

City of Bryan regulations concerning storm water management will extend to the newly annexed territory, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended, and in accordance with similarly situated property within the City.

g) BUILDING SERVICES

The Development Services Department's responsibility for regulating building construction will extend to the newly annexed territory, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Bryan.

h) PLANNING AND DEVELOPMENT

The Development Services Department's responsibility for regulating development and land use through the administration of the City of Bryan Zoning Ordinance, Land and Site Development Ordinance and all other development-related ordinances will extend to the newly annexed territory. The newly annexed area will also continue to be regulated under the requirements of the City of Bryan Subdivision Ordinance.

i) ELECTRICITY SERVICE

Bryan Texas Utilities (BTU), a municipal electric utility, will provide electricity service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. As a fee-for-service the providing of this service shall be applied to the newly annexed area on an equal basis to that provided to the average and typical comparable area of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

j) ROADS, STREETS, ALLEYWAYS AND TRAFFIC ENGINEERING

Any and all roads, streets or alleyways in the newly annexed territory which have been dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas of the City of Bryan, Texas with similar land use, population density and topography. Construction of new roads and streets is the responsibility of the developer or property owner desiring them and must be designed and built in accordance with applicable City of Bryan codes and standards.

Municipal maintenance of properly dedicated roads, streets and alleyways (which may be installed by developers of land within this newly annexed territory) will be consistent with such maintenance provided by the City of Bryan to other roads, streets and alleyways in areas exhibiting land use, population densities and topography similar to that of the newly annexed area.

The City of Bryan Public Works Department will install traffic signs, street markings and other traffic control devices in the newly annexed area as the need is established by appropriate study, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

The City of Bryan Public Works Department will install street name signs in the newly annexed area. Under current City of Bryan ordinances, developers are responsible for the cost of street name signs for new public and private streets.

Bryan Texas Utilities (BTU), a municipal electric utility, will install streetlights in accordance with the utility standards of BTU, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. Under current City of Bryan ordinances, developers are responsible for the cost of streetlights in new subdivisions.

k) **PARKS AND RECREATION**

The newly annexed territory does not include any known existing public parks, playgrounds or swimming pools which would come under the City of Bryan's jurisdiction as a result of annexation. Residents of the newly annexed territory may use any and all existing City of Bryan parks, playgrounds and recreational facilities and participate in any and all programs, events, activities and services of the City of Bryan Parks and Recreation Department. Expansion of recreational facilities and programs to the newly annexed territory would be governed by applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

l) **MAINTAINING OTHER PUBLICLY-OWNED FACILITIES OR BUILDINGS**

The City of Bryan, Texas is not aware of the existence of any publicly-owned facility or building now located in the newly annexed territory. In the event any such publicly-owned facility or building does exist and are public facilities or buildings, the City of Bryan shall maintain such facilities or buildings to the same extent and degree that it maintains similar municipal facilities and buildings now incorporated in the City of Bryan, Texas.

**4. AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation of the Property is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

**5. SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

**6. INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

**7. GOVERNING LAW AND VENUE.** Texas law governs all adversarial proceedings arising out of the subject matter of this Agreement. Venue shall be in the court of appropriate jurisdiction in Brazos County, Texas.

**8. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

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

**10. CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

11. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

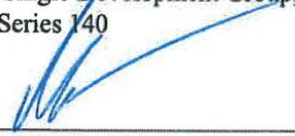
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

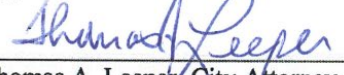
**CITY OF BRYAN:**

By:   
Kean Register, City Manager

WBW Single Development Group,  
LLC - Series 140

By:   
Bruce Whitis, President

Approved as to Form:

  
Thomas A. Leeper, City Attorney

Attest:

 8-29-23  
Mary Lynne Stratta  
City Secretary