



Miscellaneous Application

Action Requested (Check One)

____ Other

____ Right of Way Abandonment/ Dedication **\$250 App Fee**

____ Special Exception

____ Development Agreement **\$1000 App Fee**

*** Each Application requires a letter of intent to express the purpose of request.**

Name of Subdivision or Project: _____

Physical Location of Property: _____

Brief legal description of property (must also attach accurate Surveyor's metes and bounds description):

(survey/abstract No. and Tracts; or platted Subdivision Name with Lots/Block)

Acreage: _____ Existing # of Lots/Tracts: _____ Existing Zoning: _____

Applicant/Owner's Name: _____ Applicant/Owner **circle one**

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Email Address: _____

Representative's Name: _____

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Email Address: _____

Submittal Deadline: See Deadline Calendar at www.cityofwilmer.net.

All applications must be complete before they will be scheduled for a P&Z or City Council agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning/Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from staff). Please contact staff in advance for submittal requirements.

In addition to the official submittal materials that are delivered to City Hall, one copy of all application materials must be simultaneously delivered directly to the City Planner. Please check with staff and City Planner in advance for submittal requirements for each type of development application. The City Planner may be contacted at 128 N. Dallas Ave, Wilmer, TX 75172 or 972-441-6373.

Notice of Public Records. The submission of plans/drawings/etc. with the application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of the application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e. copy) such documents.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: _____ Title: _____ Date: _____

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, year _____

Notary Public in and for the State of Texas _____

My Commission Expires On: _____ (Seal)

Office Use Only: Date Rec'd _____ Fees Paid: \$ _____ Check #: _____ Receipt #: _____

Development Case # _____ Accepted by: _____ Official Submittal Date: _____

MISCELLANEOUS APPLICATION

The City is concerned about the time, expense and efforts you and City staff have or will put into your project. The checklists herein are provided to expedite the project review process by providing a clear understanding as to what is expected for acceptance and approval. City staff is bound by City ordinance and State law regarding publishing of notices, mail outs, etc. that will have an affect upon when your project will be heard by the approval body, which can only occur when the Application and plans are complete in all detail as determined by City staff. It has been learned through the years and by many previous cases, that the effectiveness and efficiency of the process most often is determined by the capabilities, quality control, and responsiveness of consultants and their contractors.

Please read each check list carefully. Plans are to be complete in all details for all projects prior to acknowledgement by the City that the respective plan is ready to proceed for approval. Instructions for completion are included with each checklist.

The City has made every effort to evaluate historical plans and approvals to make sure that the checklists addresses all details needed on a Site Plan. Recognizing that no two projects sites are the same, and that consultant's vary in their experience and quality control processes, the City may require that a plan or an element of the plan be redone, or that information not specifically addressed on the checklist be provided for a smoother review and approval experience.

It is recognized that there most often will be changes needed from what was submitted to the City for review. City staff examines each item on the checklist to ensure the item was sufficiently addressed according to City requirements. Where deficiencies are found, the plans will be marked up and returned to the consultant named on the application to be addressed prior to further review or acceptance. Please note the following:

IMPORTANT NOTICE

Due to recent legislation enacted by the 79th Texas legislature in 2005, the City is required to treat any original application, development plan or plat application as a formal permit application if the submittal gives the City fair notice of the proposed project and hence, according to Chapter 245 of the Texas Local Government Code, the City will treat such as a formal permit application as that term is defined under that Chapter. Once a permit application is received, the City will furnish a response to the applicant within 10 business days from the date of submittal to provide comments as to any deficiencies in the submittal. The applicant shall be given 45 days, commencing from the initial date of submittal, to make all corrections as noted, to provide a complete set of plans meeting submission requirements, and to correct any deficiencies. Upon determination by the City Planner, who shall consider the complexity of the project, failure of a resubmittal to meet all requirements in the check list, ordinance and submission requirements upon the expiration of the 45-day period will result in the closure of the file; the case shall become null and void, and the permit shall be deemed to be expired. Any further submittal will be treated as a new case and subject to existing requirements, together with required fees.

EXAMPLE PURPOSES ONLY

EXHIBIT "1"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any Instrument that transfers an interest in real property before it is filed for record in the public records: Your social security number or your driver's license number.

DEDICATION

RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF DALLAS §

That, **WHL DALLAS 45 LLC**, a Delaware limited liability company, hereinafter Grantor, for and in consideration of the benefits which will accrue to the Grantor and to the citizens of the City of Wilmer by the improvement and widening of Greene Road and other good and valuable consideration to Grantor by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien is retained, either expressed or implied, does by these presents dedicate, grant and convey unto the **CITY OF WILMER**, a Texas municipal corporation, hereinafter Grantee, its successors and assigns, all of Grantor's right, title and interest in and to the real property more particularly described and depicted on Exhibit "A" attached hereto (the "Property"), and incorporated herein by reference for all purposes.

Grantor reserves all of the oil, gas and sulfur in and under and that may be produced from the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee to take and use all other minerals and materials thereon, therein and thereunder.

This conveyance is made and accepted subject to all, if any, restrictions, easements, covenants and conditions of record in the Real Property Records of Dallas County, Texas that affect the Property, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

The Property is conveyed to Grantee to be used only for the following purposes: (a) the improvement, widening and maintenance of Greene Road and (b) the installation, use and maintenance of utilities and related equipment by public and private utility providers on a nonexclusive basis. Grantee may from time to time grant to any public or private utility provider an easement for the use of the Property, or a portion thereof, for the installation, use and maintenance of utilities and related equipment; however, any such easement must be nonexclusive in nature in order for sufficient area to exist for the installation, use and maintenance of public utilities and related equipment.

Grantor hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, to or concerning (i) the nature and condition of the Property, including,

EXAMPLE PURPOSES ONLY

but not limited to, the suitability thereof for any activity or use; (ii) the condition of any improvements located thereon; or (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. The conveyance of the Property as provided for herein is made on an "AS IS" basis, and by its acceptance of this Dedication Right-of-Way Deed and in consideration of the conveyances by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in this Dedication Right-of-Way Deed, **GRANTOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY DISCLAIMED.**

TO HAVE AND TO HOLD the premises herein described and conveyed, together with all and singular the rights, appurtenances and hereditaments thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever; and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the rights and title to said premises unto the Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

[signature pages follow]

EXAMPLE PURPOSES ONLY

ACCEPTED ON THE TERMS AND CONDITIONS CONTAINED HEREIN:

GRANTEE:

CITY OF WILMER,
a Texas municipal corporation

By: _____
Name: Rona Stringfellow
Title: City Administrator

ATTEST:

Mayra A. Ortiz, City Secretary

APPROVED AS TO LEGAL FORM:

Michael B. Halla, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, on the 18th day of February, 2021, by _____, as _____, of City of Wilmer, a Texas municipal corporation, on behalf of said municipal corporation.

[SEAL]

Notary Public, State of Texas

GRANTEE'S ADDRESS:

City of Wilmer
c/o City Administrator
128 N. Dallas Avenue
Dallas, Texas 75172
Phone: (972) 441-6373

AFTER RECORDING, RETURN TO:

City of Wilmer
c/o City Secretary
128 N. Dallas Avenue
Dallas, Texas 75172
Phone: (972) 441-6373

EXAMPLE PURPOSES ONLY

EXECUTED this ____ day of _____, 2021.

GRANTOR:

WHL DALLAS 45 LLC,
a Delaware limited liability company

By: WHL Dallas 45 Manager LLC,
a Delaware limited liability company,
its manager

By: Kane Russell Coleman Logan PC,
a Texas professional corporation,
its sole member

By: _____
John M. Inabnett, Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, on the ____ day of _____, 2021, by John M. Inabnett, as Vice President of Kane Russell Coleman Logan PC, a Texas professional corporation, sole member of WHL Dallas 45 Manager LLC, a Delaware limited liability company, manager of WHL Dallas 45 LLC, a Delaware limited liability company, on behalf of said entities.

[SEAL]

Notary Public, State of Texas