

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING, FOR FULL PURPOSES, A TRACT OF LAND TOTALING APPROXIMATELY 14.09 ACRES OF LAND SITUATED IN THE JOHN LIESSE SURVEY NO. 18, ABSTRACT NO. 406, TRAVIS COUNTY, TEXAS OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY AND ANNEXING A TRACT OF LAND TOTALING APPROXIMATELY 6.57 ACRES OF LAND BEING A PORTION OF A 43.52 ACRE-TRACT OF LAND OUT OF THE JOHN LIESSE SURVEY NO. 18, ABSTRACT NO. 496, IN TRAVIS COUNTY, TEXAS, DESCRIBED AS TRACT 1 IN DOCUMENT NO. 2017099889 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS LESS AND EXCEPT PROPERTY PREVIOUSLY ANNEXED AS DESCRIBED IN ANNEXATION ORDINANCE NO. 899-07-08-14; BOTH TRACTS BEING GENERALLY LOCATED SOUTH OF JESSE BOHLS ROAD, EAST OF WEISS LANE, AND NORTH AND WEST OF CAMERON ROAD; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; AND TO BE ZONED AGRICULTURE / DEVELOPMENT RESERVE (A); TO BE KNOWN AS THE CARMEL WEST ADDITION ANNEXATION; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pflugerville, Texas (the “City”) desires to annex approximately 14.09 acres of land situated in the John Liesse Survey No. 18, Abstract No. 406, of the Real Property Records of Travis County, Texas, more particularly described and depicted in **Exhibit “A-1”** as Tract 2, and to annex approximately 6.57 acres of land being a portion of a 43.52 acre-tract of land out of the John Liesse Survey No. 18, Abstract No. 496, Travis County, Texas, described as Tract 1 in Document No. 2017099889 of the Real Property Records of Travis County, Texas, more particularly described and depicted in **Exhibit “A-2”** as Tract 1 less and except property previously annexed by Ordinance No. 899-07-08-14 as more particularly depicted and described in **Exhibit “B,”** with all exhibits being attached hereto and incorporated herein by reference (collectively, the “Property”); and

WHEREAS, pursuant to Chapter 43, Section 43.003, of the Texas Local Government Code, a home-rule municipality may extend the boundaries of the municipality and annex area adjacent to the municipality; and

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code authorizes Tier 2 municipalities, including the City, to annex an area on the request of all property owners in an area; and

WHEREAS, in accordance with Texas Local Government Code, Section 43.0672, the City has negotiated and entered into a written agreement dated May 7, 2019 with the owners of the Property regarding the provision of services to the Property upon annexation, of which the applicable service plan and schedule is attached hereto and incorporated herein as **Exhibit “C,”** and

WHEREAS, the City Council provided public notice and held public hearings on May 14, 2019 and May 28, 2019, for all interested persons to attend and be heard in accordance with Texas Local Government Code § 43.0673; and

WHEREAS, the City has complied with all conditions precedent established under the Texas Local Government Code necessary to take this action annexing the Property.

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

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. The Property is hereby annexed into the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be entitled to all the rights and privileges of the City and shall be bound by all the acts, ordinances, resolutions, and regulations of the City.

Section 3. The City finds annexation of the Property to be in the public interest due the Property providing enhancements and greater public access, additional public right-of-way and open spaces, and promoting economic growth of the Property and surrounding areas.

Section 4. The Property shall be zoned Agriculture / Development Reserve (A).

Section 5. The service plan attached as **Exhibit “C”** is approved, and municipal services shall be provided to the Property in accordance therewith.

Section 6. The City Secretary is directed to file a certified copy of this Ordinance in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

Section 7. This Ordinance will take effect upon its adoption by the City Council in accordance with the provisions of Section 3.15(d) of the City Charter.

Section 8. If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this Council that every section, paragraph, subdivision, clause phrase, word, or provision hereof shall be given full force and effect for its purpose.

PASSED AND APPROVED this _____ day of _____ 2019.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Victor Gonzales, Mayor

ATTEST:

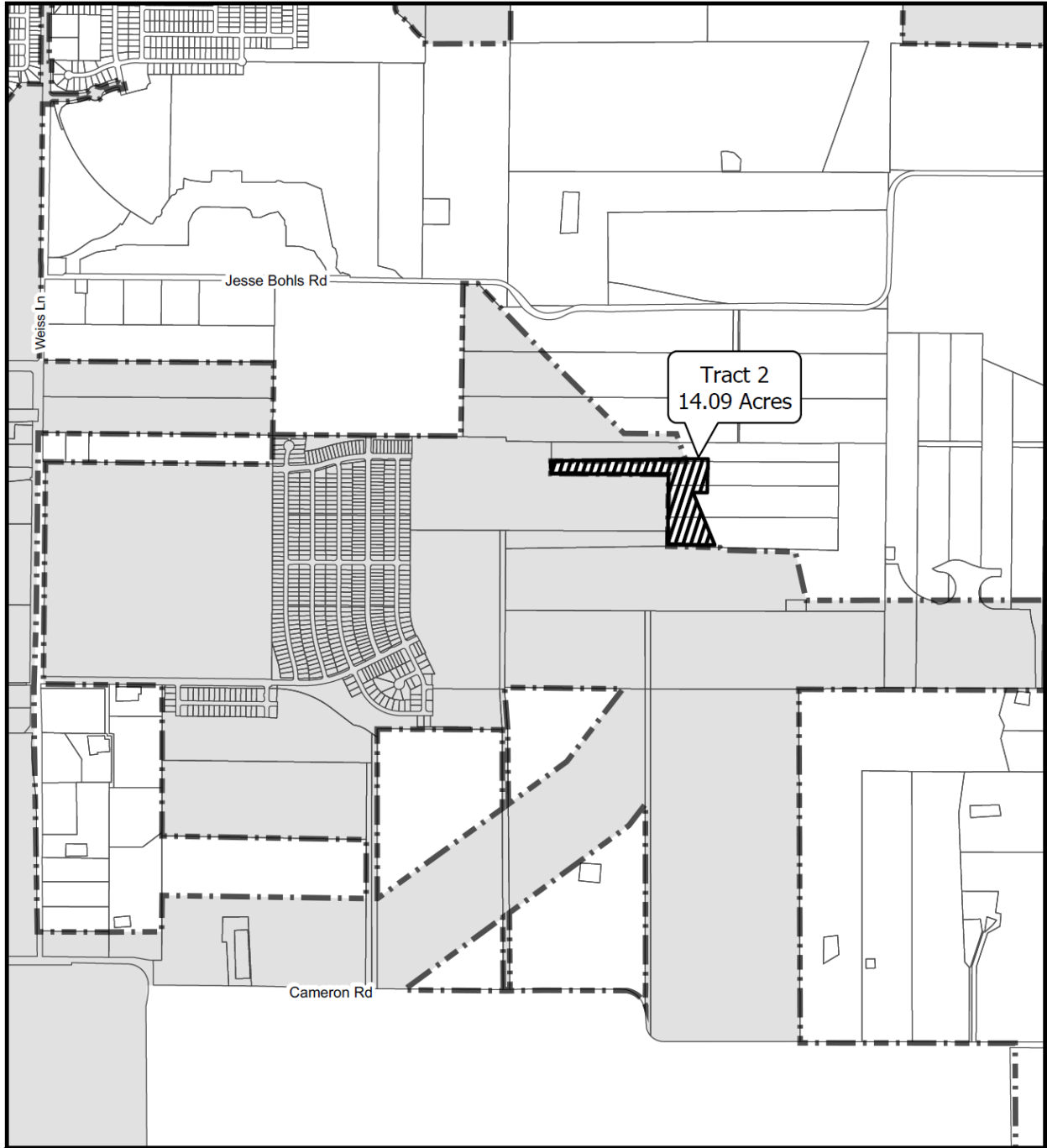
Karen Thompson, City Secretary
APPROVED AS TO FORM:

Charles E. Zech, City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT "A-1"

PROPERTY DESCRIPTION

Tract 2 - 14.09 acres of land situated in the John Liesse Survey No. 18, Abstract No. 406, of the Real Property Records of Travis County, Texas



14.09 Acres

THAT PART OF THE JOHN LIESSE SURVEY 18, ABSTRACT No. 406, TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 15.623 ACRE TRACT, THAT 15.967 ACRE TRACT AND THAT 19.9285 ACRE TRACT CONVEYED TO TEXAS GULF BANK, N.A., AS TRUSTEE OF THE MANAGEMENT TRUST FOR THE BENEFIT OF HOLLY JEAN PFLUGER, BY DEED RECORDED IN DOCUMENT No. 2015193607 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

Begin at a 1/2" iron rod with Pape-Dawson cap found at the Southeast Corner of that 7.94 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162829 of the Official Public Records of Travis County, Texas, and the Southwest Corner of said 15.623 Acre Tract at Texas State Plane Central Zone NAD 83 grid coordinates N. 10127969.37 feet and E. 3173081.25 feet (from which point the Southwest Corner of said John Liesse Survey bears approximately S.75°57'40"W. 2450 feet)

Thence N.27°31'45"E., along the West Line of said 15.623 Acre Tract and the East Line of said 7.94 Acre Tract (at 170.43 feet pass the Northeast Corner of said 7.94 Acre Tract and the Southeast Corner of that 62.00 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015146187 of the Official Public Records of Travis County, Texas) in all a distance of 326.09 feet to a 1/2" iron rod found at the Northwest Corner of said 15.623 Acre Tract and the Southwest Corner of said 15.967 Acre Tract;

Thence N.27°31'45"E., along the West Line of said 15.967 Acre Tract and the East Line of said 62.00 Acre Tract a distance of 368.80 feet to a 1/2" iron rod found at the Northwest Corner of said 15.967 Acre Tract and the Southerly Southwest Corner of said 16.925 Acre Tract;

Thence N.27°31'45"E. along a West Line of said 16.925 Acre Tract and the East Line of said 62.00 Acre Tract a distance of 109.72 feet to a 1/2" iron rod with Texas land Surveyors cap found at the Northeast Corner of said 62.00 Acre Tract and an interior corner of said 16.925 Acre Tract;

Thence N.62°45'53"W. along the North Line of said 62.00 Acre Tract and the South Line of said 16.925 Acre Tract a distance of 1326.26 feet to a 1/2" iron rod with Pape-Dawson cap found at the Westerly Southwest Corner of said 16.925 Acre Tract and an interior corner of said 62.00 Acre Tract;

Thence N.27°14'07"E. along the West Line of said 16.925 Acre Tract and an East Line of said 62.00 Acre Tract a distance of 161.08 feet to a 1/2" iron rod with Pape-Dawson cap found at the Southwest Corner of that 16.747 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162822 of the Official Public Records of Travis County, Texas, and the Northwest Corner of said 16.925 Acre Tract;

Thence S.62°45'53"E. along the North Line of said 16.925 Acre Tract and the South Line of said 16.747 Acre Tract a distance of 1766.66 feet to a 1/2" iron rod set;

14.09 Acres

Thence S.27°49'55"W. across said 16.925 Acre Tract (at 270.81 feet pass the South Line of said 16.925 Acre Tract and the North Line of said 15.967 Acre Tract) in all a distance of 364.90 feet to a 1/2" iron rod set;

Thence N.65°33'54"W. across said 15.967 Acre Tract a distance of 161.01 feet to a 1/2" iron rod set in the West Line of that Wastewater Easement to City of Pflugerville by deed recorded in Document No. 2016151275 of the Official Public Records of Travis County, Texas;

Thence along the West Line of said Wastewater Easement and across said 15.967 Acre Tract and said 15.623 Acre Tract the following two courses:

1. S.08°00'23"W. a distance of 237.44 feet to a 1/2" iron rod set;
2. S.02°00'28"W. (at 47.15 feet pass the South Line of said 15.967 Acre Tract and the North Line of said 15.623 Acre Tract) in all a distance of 417.93 feet to a 1/2" iron rod set in the South Line of said 15.623 Acre Tract and the North Line of that 85.00 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162822 of the Official Public Records of Travis County, Texas;

Thence N.61°46'03"W. along the South Line of said 15.623 Acre Tract and the North Line of said 85.00 Acre Tract a distance of 536.32 feet to the said Point of Beginning.

Containing 14.09 acres, more or less.


J. Kenneth Weigand

Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
F-10015400

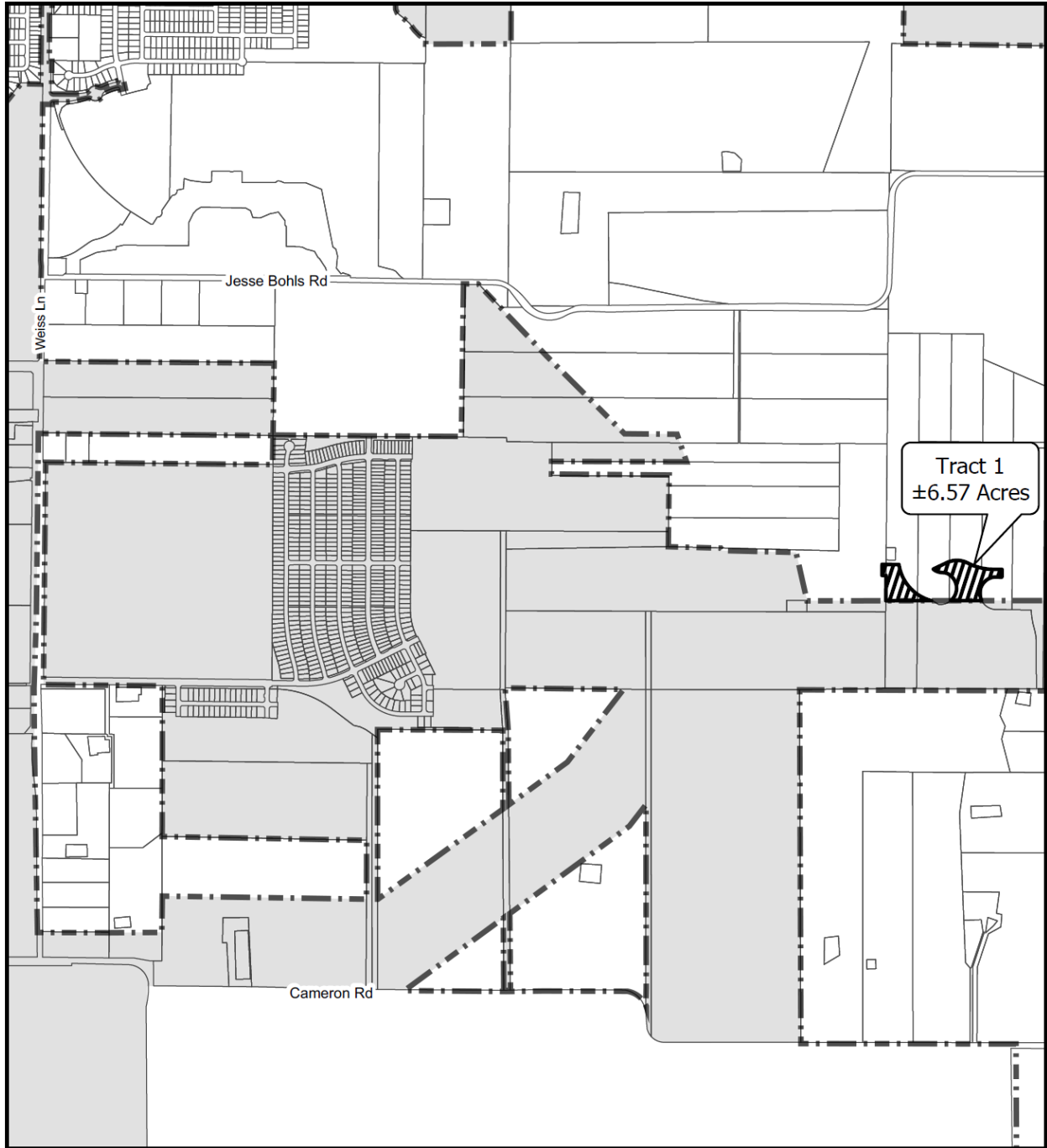


All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83

EXHIBIT "A-2"

PROPERTY DESCRIPTION

Tract 1 – A tract of land totaling approximately 6.57 acres of land being a portion of a 43.52 acre-tract of land out of the John Liesse Survey No. 18, Abstract No. 496, in Travis County, Texas, described as Tract 1 in Document No. 2017099889 of the Real Property Records of Travis County, Texas, less and except property previously annexed by Ordinance No. 899-07-08-14



Tract 1

THAT PART OF THE JOHN LIESSE SURVEY No. 18, ABSTRACT No. 496 IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 85.00-ACRE TRACT OF LAND (TRACT 2) CONVEYED TO CE DEVELOPMENT, INC. BY DEED RECORDED IN DOCUMENT NO. 2015162822 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 33.233-ACRE TRACT OF LAND CONVEYED TO ARP AUTUMN RIDGE PARTNERS, LP BY DEED RECORDED IN DOCUMENT No. 2007094925 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 45.533 ACRE TRACT (TRACT 1) OF LAND CONVEYED TO SBJV INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 2015093627 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 29.034 ACRE TRACT (TRACT 1) OF LAND CONVEYED TO SBJV INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT NO. 2015094383 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND A PART OF THAT 44.114 ACRE TRACT (TRACT 4) OF LAND CONVEYED TO SBJV INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 2015093627 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at 1/2" iron rod set at the west corner of a said 33.233-Acre Tract, same being the south corner of a 211.71-Acre Tract (Tract 1) of land conveyed to City of Pflugerville by deed recorded in Document No. 2015165200 of the Official Public Records of Travis County, Texas, and on the northeast line of a 198.380-Acre Tract of land conveyed to James W. & Nadine M. Whiteley by deed recorded in Volume 6373, Page 1149 of the Deed Records of Travis County, Texas;

THENCE N.27°30'21"E. with the northwest line of said 33.233-Acre Tract, same being in part with the southeast line of said 211.71-Acre Tract and with the southeast line of said 85.00-Acre Tract, (pass at a distance of 883.95 feet a 1/2" iron rod set at the east corner of said 211.71-Acre Tract, same being the south corner of said 85.00-Acre Tract) in all a distance of 1,279.39 feet to a 1/2" iron rod set;

THENCE across said 85.00-Acre Tract, said 33.233-Acre tract, said 45.533-Acre Tract, said 29.034-Acre Tract and said 44.114-Acre Tract the following 19 courses:

1. N.62°29'24"W. a distance of 45.66 feet to a 1/2" iron rod set;
2. N.27°43'07"E. a distance of 125.00 feet to a 1/2" iron rod set;
3. S.62°29'24"E. a distance of 190.78 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
4. Southeasterly along the arc of said curve, a distance of 606.42 feet, said curve having a radius of 500.00 feet, a central angle of 69°29'28" and a chord bearing S.16°20'05"E., 569.93 feet ;
5. S.30°54'26"E. a distance of 70.36 feet to a point on a non-tangent curve to the left;
6. Northeasterly along the arc of said curve, a distance of 631.01 feet, said curve having a radius of 185.00 feet, a central angle of 195°25'39" and a chord bearing N.40°24'58"E., 366.65 feet to a 1/2" iron rod set;
7. N.57°17'51"W. a distance of 58.09 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
8. Northwesterly, along the arc of said curve to the right a distance of 98.35 feet, said curve having a radius of 165.00 feet, a central angle of 34°09'01", and a chord bearing N.40°13'21"W., 96.90 feet to a 1/2" iron rod set;
9. S.88°29'57"E. a distance of 171.57 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
10. Southeasterly, along the arc of said curve to the right a distance of 245.11 feet, said curve having a radius of 265.00 feet, a central angle of 52°59'43", and a chord bearing S.62°00'06"E., 236.47 feet to a 1/2" iron rod set at a point of reverse curvature of a curve to the left;
11. Southeasterly, along the arc of said curve a distance of 296.77 feet, said curve having a radius of 635.00 feet, a central angle of 26°46'39", and a chord bearing S.48°53'34"E., 294.08 feet to a 1/2" iron rod set;
12. S.62°16'53"E. a distance of 103.48 feet to a 1/2" iron rod set;
13. S.27°43'07"W. a distance of 86.58 feet to a 1/2" iron rod set;

14. N.62°16'53"W. a distance of 89.38 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
15. Southwesterly along the arc of said curve, a distance of 538.93 feet, said curve having a radius of 185.00 feet, a central angle of 166°54'32" and a chord bearing S.25°31'24"W., 367.59 feet to a 1/2" iron rod set;
16. S.62°12'26"E. a distance of 411.83 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
17. Southerly along the arc of said curve, a distance of 227.21 feet, said curve having a radius of 900.00 feet, a central angle of 14°27'53" and a chord bearing S.17°08'15"W., 226.61 feet to a 1/2" iron rod set at a point of reverse curvature of a curve to the right;
18. Southerly, along the arc of said curve a distance of 133.17 feet, said curve having a radius of 450.00 feet, a central angle of 16°57'19", and a chord bearing S.18°22'58"W., 132.68 feet to a 1/2" iron rod set;
19. S.26°51'37"W. a distance of 536.05 feet to a 1/2" iron rod set on the southwest line of said 44.114-Acre Tract, same being the northeast line of a 8.90-Acre Tract of land conveyed to Randall J. & Darlene M. Harlan be deed recorded in Document No. 2015038577 of the Official Public Records of Travis County, Texas;

THENCE N.62°57'24"W. in part with the southwest line of said 45.533-Acre Tract, said 29.034-Acre Tract, said 44.114-Acre Tract, and said 33.322-Acre Tract and in part with the northwest line of said 8.90-Acre Tract and said 198.380-Acre Tract a distance of 1717.41 feet to the said Point of Beginning.

Containing 43.52 acres, more or less.

John K. Weigand 12/5/2016
 J. Kenneth Weigand
 Registered Professional Land Surveyor No. 5741
 State of Texas



RJ Surveying & Associates, Inc.
 2900 Jazz Street
 Round Rock, Texas 78664
 F-10015400

All iron rods set have RJ Surveying caps
 Bearings are Texas State Plane Central Zone NAD 83

EXHIBIT "B"

EXHIBIT A-2 BEING LESS AND EXCEPT PROPERTY PREVIOUSLY ANNEXED AND DESCRIBED IN ORDINANCE NO. 899-07-08-14 AS FOLLOWS:



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ORDINANCE NO. 899-07-08-14

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING, FOR FULL PURPOSES, APPROXIMATELY 274.65 ACRES OF LAND IN THE JOHN LIESSE SURVEY NO. 18, ABSTRACT NO. 496, AND THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162 IN TRAVIS COUNTY, TEXAS, ADJACENT TO THE CITY LIMITS OF THE CITY OF PFLUGERVILLE, TEXAS, GENERALLY LOCATED EAST OF WEISS LANE ORIGINATING AT THE NORTHEAST CORNER OF WEISS LANE AND PECAN STREET, IN TRAVIS COUNTY, TEXAS; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pflugerville, Texas (the "City") desires to annex approximately 274.65 acres of land, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the City is authorized, pursuant to Chapter 43, Section 43.021 of the Texas Local Government Code and Section 1.04 of the Home Rule Charter for the City of Pflugerville, to unilaterally annex the Land; and

WHEREAS, the City Council of the City has considered the annexation of the Land, following two public hearings, notice of which was duly given in accordance with all applicable legal requirements, and has determined to institute proceedings to annex the Land; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

Section 1. The Land is hereby annexed to the City, and the boundaries of the City are extended to include the Land within the corporate limits of the City. From and after the date of this ordinance, the Land shall be bound by the acts, ordinances, resolutions and regulations of the City.

Section 2. The City finds annexation of the Land to be in the public interest.

Section 3. The service plan attached as Exhibit "B" is approved, and municipal services shall be extended to the Land in accordance therewith.

Section 4. The City Secretary is directed to file a certified copy of this ordinance in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

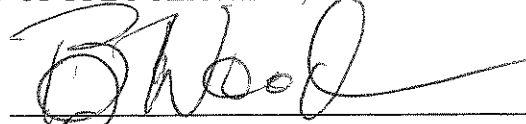
Section 5. This ordinance will take effect upon its adoption by the City Council, and provided further that no objection to the annexation is interposed by the United States Attorney General within 60 days of the submission of the annexation pursuant to Section 5 of the Voting Rights Act of 1965, as amended.

Section 6. The City Council intends to annex the Land described in this Ordinance; but if there is included within the description of the Land annexed by this Ordinance any lands or area that may not be annexed by the City for any reason ("Excluded Lands"), then the Excluded Lands should be excluded and excepted from the Land annexed by this Ordinance as fully as if the Excluded Lands were expressly described in this Ordinance and the remainder of the Land were annexed to the City of Pflugerville.

PASSED AND APPROVED this 14th day of August, 2007.

CITY OF PFLUGERVILLE, TEXAS

By:



Bruce Wood, Mayor Pro Tem

ATTEST:


Karen Thompson, City Secretary

APPROVED AS TO FORM:

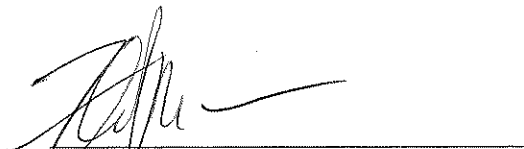

Floyd Akers, City Attorney

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

274.65 Acres

THIS DESCRIPTION AND THE ACCOMPANYING SKETCH ARE BASED ON A COMBINATION OF FIELD SURVEY DATA AND RECORD INFORMATION OF VARIOUS TRACTS OF LAND LOCATED IN THE JOHN LIESSE SURVEY No. 18, ABSTRACT No. 496, AND THE WILLIAM CALDWELL SURVEY No. 66, ABSTRACT No. 162, IN TRAVIS COUNTY, TEXAS, AND BEING ALL OR PARTS OF THE FOLLOWING TRACTS;

<u>OWNER</u>	<u>RECORD ACREAGE</u>	<u>ANNEX ACREAGE</u>	<u>INSTRUMENT NUMBER</u>
1. Kenneth H.J.Bohls & Evelyn M.Bohls Page1438	84.3	24.15	Volume 3713,
2. Kenneth H.J.Bohls & Evelyn M.Bohls 976	100.00	24.96	Volume 2402, Page
3. Rosa Pfluger	168.00	50.21	Volume 930, Page 61
4. Rosa Pfluger	161.00	20.49	Volume 930, Page 61
5. Winnie Mae & Jack Murchison,etal 1140	125.15	49.05	Volume 4796, Page
6. H.W. Kuempel	118.16	41.47	Volume 317, Page 124
7. Lanier C. Bohls Page1826	99.00	50.04	Volume 12820,
8. Lanier C. Bohls 123	5.00	4.85	Volume 10498, Page
9. Charles A. Schnabel, Jr., et ux Page1478	17.76	4.08	Volume 7087,
10. Charles A. Schnabel, Jr. et ux	5.00	4.95	Volume 8492, Page 722
11. Weiss Lane		0.40	

TRACT AREAS CALLED FOR ARE PER TRAVIS COUNTY DEED RECORDS. THE ACTUAL AREAS MAY VARY. RECORD INSTRUMENTS ARE FROM THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

BEGIN at a point on the West Line of Cameron Road at the Southeast corner of that 84.3 Acre Tract conveyed to Kenneth H.J. Bohls and Evelyn M. Bohls, in Volume 3713, Page 1438 of the Deed Records of Travis County, Texas, said point also being the Northeast corner of that 8.90 Acre Tract, with 1/2 interest conveyed to Christine H. Mills in Document No. 2002240294 of the Official Public Records of Travis County, Texas;

THENCE N.62°57'24"W., along the South Line of said 84.3 Acre Tract and the North Line of said 8.90 Acre Tract, at 793.90 feet pass the Northwest corner of said 8.90 Acre Tract and the Northeast corner of that 198.38 Acre Tract conveyed to James W. and Nadine M. Whitely in Volume 6373, Page 1149 of the Deed Records of Travis County, Texas, in all a distance of 1,054.16 feet to the Southwest corner of said 84.3 Acre Tract and the Southeast corner of that 100.00 Acre Tract conveyed to Kenneth and Evelyn Bohls in Volume 2402, Page 176 of the Deed Records of Travis County, Texas;

THENCE continue N.62°57'24"W., along the South Line of said 100.00 Acre Tract and the North Line of said 198.38 Acre Tract, a distance of 1,087.33 feet to the Southwest corner of said 100.00 Acre Tract and the Southeast corner of that 168.00 Acre Tract conveyed to Rosa Pfluger in Volume 930, Page 61 of the Deed Records of Travis County, Texas;

THENCE N.62°54'31"W., along the North Line of said 198.38 Acre Tract and South Line of said 168.00 Acre Tract, a distance of 948.69 feet to the Northeast corner of that 161.00 Acre Tract conveyed to Rosa Pfluger in Volume 930, Page 61 of the Deed Records of Travis County,

Texas;

THENCE crossing said 161.00 Acre Tract the following two courses;

1. N.88°39'51"W., a distance of 1,340.03 feet;
2. S.64°43'28"W., at 929.49 feet pass the West Line of said 161.00 Acre Tract and the East Line of that 125.15 Acre Tract conveyed to Winnie Mae and Jack Murchison in Volume 4796, Page 1140 of the Deed Records of Travis County, Texas, in all a distance of 1,234.61 feet;

THENCE S.80°56'51"W. crossing said 125.15 Acre Tract, at 1730.91 feet pass the West Line of said 125.15 Acre Tract and the East Line of that 118.16 Acre Tract conveyed to H. W. Kuempel in Volume 317, Page 124 of the Deed Records of Travis County, Texas, in all a distance of 3107.94 feet to the North Line of Cameron Road;

THENCE N.62°47'45"W crossing said 118.16 Acre Tract along the North Line of Cameron Road, a distance of 394.64 feet to the West Line of said 118.16 Acre Tract and the East Line of that 99.00 Acre Tract conveyed to Lanier C. Bohls in Volume 12820, Page 1846 of the Real Property Records of Travis County, Texas;

THENCE N.62°40'39"W., crossing said 99.00 Acre Tract and continuing along the North Line of Cameron Road, a distance of 1,361.35 feet to the Southeast Corner of that 5.00 Acre Tract conveyed to Lanier Bohls in Volume 10498, Page 123 of the Real Property Records of Travis County, Texas;

THENCE N.62°31'43"W. along the South Line of said 5.00 Acre Tract and continuing along the North Line of Cameron Road, a distance of 257.42 feet to the Southwest Corner of said 5.00 Acre Tract;

THENCE N.62°30'50"W., crossing said 99.00 Acre Tract and continuing along the North Line of Cameron Road, a distance of 768.93 feet to a point on the West Line of said 99.00 Acre Tract and a point on the East Line of that 111.00 Acre Tract conveyed to Trelton K. Bohls in Volume 12820, Page 1846 of the Real Property Records of Travis County, Texas

THENCE N.27°18'32"E., along the West Line of said 99.00 Acre Tract and the East Line of said 111.00 Acre Tract, a distance of 295.16 feet to the Southeast corner of that 17.76 Acre Tract conveyed to Charles and Nadine Schnabel in Volume 7087, Page 1478 of the Deed Records of Travis County, Texas;

THENCE N.63°43'36"W., along the South Line of said 17.76 Acre Tract, and the North Line of said 111.00 Acre Tract, a distance of 133.33 feet to a point on the North Line of Pecan Street;

THENCE continue along the North Line of Pecan Street and the South Line of said 17.76 Acre Tract the following two courses;

1. N.53°38'29"W., a distance of 185.87 feet;
2. N.63°27'49"W., a distance of 283.54 feet to the Southwest corner of said 17.76 Acre Tract and the Southwest corner of that 5.00 Acre Tract conveyed to Charles and Nadine Schnabel in Volume 8492, Page 722 of the Deed Records of Travis County, Texas;

THENCE N.62°44'48"W., along the North Line of Pecan Street and the South Line of said 5.00 Acre Tract, a distance of 746.57 feet to the Southeast corner of said 5.00 Acre Tract and the East Line of Weiss Lane;

THENCE N.61°38'20"W., crossing Weiss Lane, a distance of 60.02 feet to the West Line of Weiss Lane;

THENCE N.26°46'08"E., along the West Line of Weiss Lane, a distance of 287.04 feet;

THENCE S.62°45'11"E., crossing Weiss Lane, a distance of 60.00 feet to the East Line of said Weiss Lane and the Northwest corner of said 5.00 Acre Tract;

THENCE continue S.62°45'11"E., along the North Line of said 5.00 Acre Tract, a distance of 749.19 feet to the Northeast Corner of said 5.00 Acre Tract and the West Line of said 17.76 Acre Tract;

THENCE continue S.62°45'11"E., crossing said 17.76 Acre Tract, a distance of 600.41 feet to the East Line of said 17.76 Acre Tract and the West Line of said 99.00 Acre Tract;

THENCE N.27°18'02"E. along the West Line of said 99.00 Acre Tract, a distance of 392.91 feet;

THENCE S.62°36'38"E., crossing said 99.00 Acre Tract at 2,386.18 feet pass the East Line of said 99.00 Acre Tract and the West Line of said 118.16 Acre Tract, in all a distance of 2,453.06 feet;

THENCE N.80°56'51"E., crossing said 118.16 Acre Tract, at 1,781.32 feet pass the East Line of said 118.16 Acre Tract and the West Line of said 125.15 Acre Tract, in all a distance of 2,638.25 feet;

THENCE N.64°43'28"E., crossing said 125.15 Acre Tract, at 1,056.32 feet pass the North Line of said 125.15 Acre Tract and the South Line of said 168.00 Acre Tract, in all a distance of 1,328.57 feet;

THENCE crossing said 168.00 Acre Tract, the 100.00 Acre Tract and the 84.3 Acre Tract the following 2 courses;

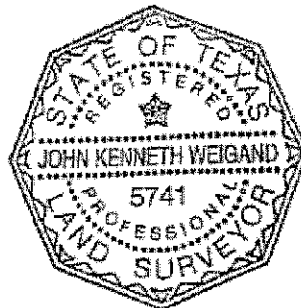
1. S.88°39'51"E., a distance of 1,804.85 feet;
2. S.62°56'31"E., at 1,184.83 feet pass the East Line of said 168.00 Acre Tract and the West Line of said 100.00 Acre Tract, at 2270.77 feet pass the East Line of 100.00 Acre Tract and West Line of said 84.3 Acre Tract, in all a distance of 3,320.30 feet to the East Line of 84.3 Acre Tract and the West Line of Cameron Road;

THENCE S.27°09'41"W., along the East Line of said 84.3 Acre Tract and the West Line of Cameron Road, a distance of 1,000.00 feet to the POINT OF BEGINNING.

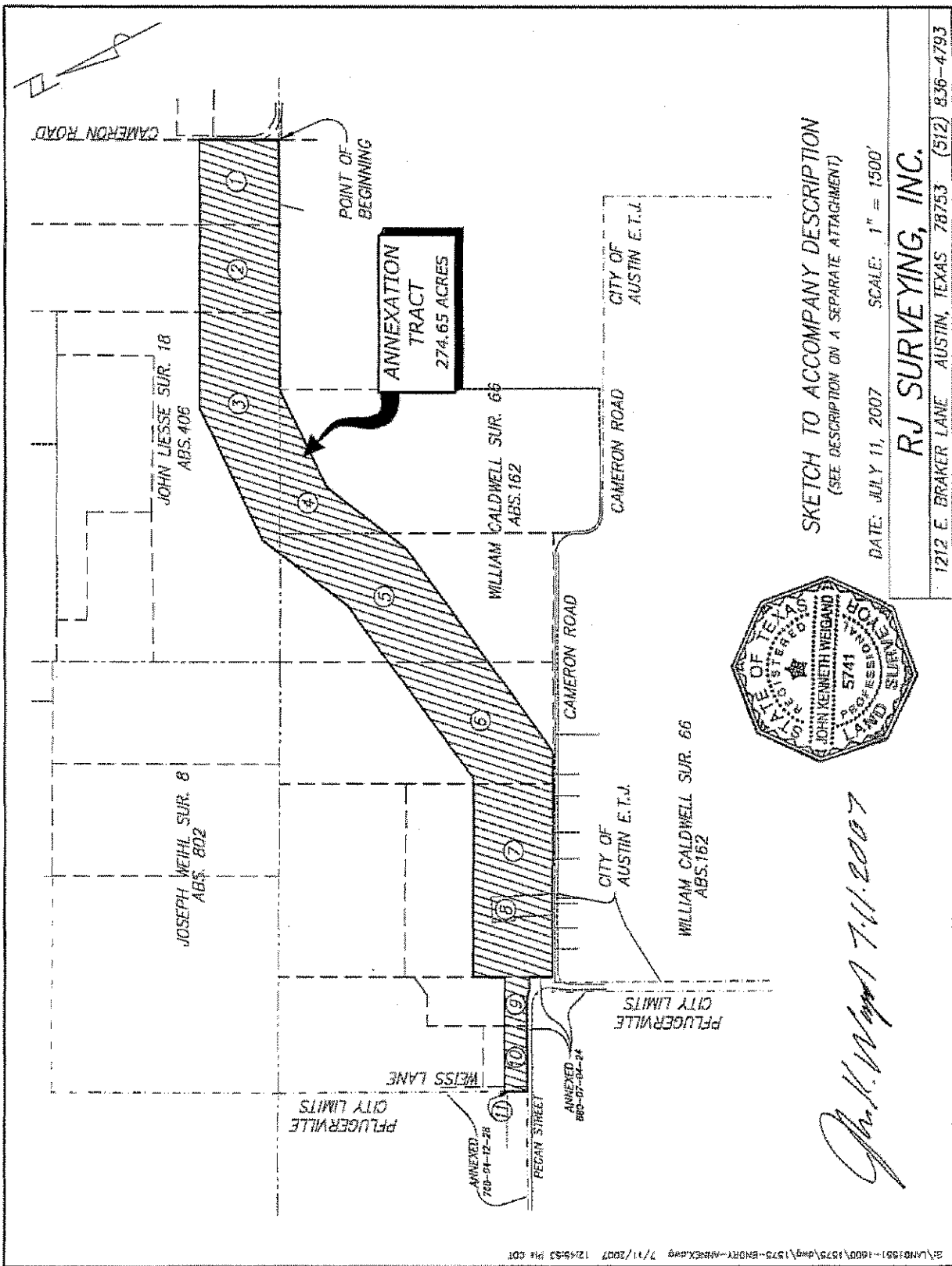
Containing 274.65 acres, more or less.


J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying, Inc.
1212 East Braker Lane
Austin, Texas 78753



This document was prepared under 22TAC 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 boundary of the political subdivision for which it was prepared.



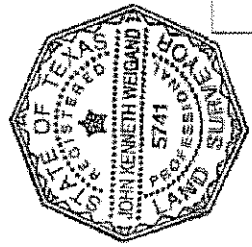
ANNEXATION TRACT
274.65 ACRES

SKETCH TO ACCOMPANY DESCRIPTION
(SEE DESCRIPTION ON A SEPARATE ATTACHMENT)

DATE: JULY 11, 2007 SCALE: 1" = 1500'

RJ SURVEYING, INC.

1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793



John K. Weigand 7-11-2007

EXHIBIT "B"

SERVICE PLAN

SERVICE PLAN FOR PROPOSED ANNEXATION BY THE CITY OF PFLUGERVILLE, IN TRAVIS COUNTY, TEXAS

This service plan establishes a program under which the City of Pflugerville, Texas (the "City"), will provide full municipal services to the area described on the attached Exhibit "A" (the "Annexed Area"), as required by § 43.065 of the Texas Local Government Code.

I.

The City will provide the following municipal services to the Annexed Area at a level consistent with protection to other areas within the City:

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. After annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection and Emergency Medical Service.
 - 1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 - 2. The fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area after annexation.
 - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. After annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

The City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

Solid Waste Collection. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and a private refuse

- A. collection company. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. This service will be provided for a fee to any person within the Annexed Area requesting the service after the date of annexation. The City may not prohibit the collection of solid waste by a private provider or charge a fee for solid waste collection to any resident who continues to use the services of a private provider during the first two years following annexation. If a resident continues to use the services of a private provider during the two years following annexation, the City is not required to provide solid waste collection services to that resident.
- B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area effective as of the date of annexation:
1. **Water and wastewater facilities** that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
 2. **Public streets and right-of-ways**. The City provides street repairs, improvements, inspections, street lighting and traffic control devices. This City does not maintain private streets or private right-of-ways.
 3. **Publicly owned parks, playgrounds, and swimming pools**. The City will maintain and operate publicly owned land and facilities within the annexation area.
 4. **Other public easement, facilities or buildings**, including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will inspect the land a minimum of every six (6) weeks and perform maintenance as required which includes but is not limited to mowing and the removal of debris no fewer than six (6) times a year. Any unacceptable conditions that exist in the drainage areas and are reported to the City of Pflugerville between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works and Parks and Recreation Departments. If the City establishes a city-wide maintenance plan after the establishment of this service plan the city-wide service plan will replace the maintenance plan established in this service plan.
- C. Development Regulation. The City will enforce zoning, subdivision development, site development and building code regulations within the Annexed Area after annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.

- D. Other Services. City recreational facilities, including parks and library, will be available for use by residents of the Annexed Area on the same basis as those facilities are available to current City residents. City residents receive program preference for some City programs.

III.

- A. Capital Improvements. As provided in Section 43.056(e) of the Local Government Code, the City will begin acquiring or constructing capital improvements necessary for providing municipal services adequate to serve the Annexed Area. The acquisition or construction will occur in accordance with applicable ordinances and regulations of the City. Landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide municipal services to the Annexed Area except as provided below for water and wastewater service.
- B. Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City or another utility, the City will extend water and wastewater service to such areas in accordance with the City's service extension policy attached as Exhibit "B", at the appropriate levels considering the topography, land use and population density of the property requesting service. In addition, unless consistent with the City's existing requirements for funding of extensions of water or wastewater service to areas within the current City limits, landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide water and wastewater service under this service plan.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation.

EXHIBIT "A" – TO SERVICE PLAN

THIS DESCRIPTION AND THE ACCOMPANYING SKETCH ARE BASED ON A COMBINATION OF FIELD SURVEY DATA AND RECORD INFORMATION OF VARIOUS TRACTS OF LAND LOCATED IN THE JOHN LIESSE SURVEY No. 18, ABSTRACT No. 496, AND THE WILLIAM CALDWELL SURVEY No. 66, ABSTRACT No. 162, IN TRAVIS COUNTY, TEXAS, AND BEING ALL OR PARTS OF THE FOLLOWING TRACTS:

OWNER	RECORD ACREAGE	ANNEX ACREAGE	INSTRUMENT NUMBER
1. Kenneth H.J. Bohls & Evelyn M. Bohls Page 1436	84.3	24.15	Volume 3713,
2. Kenneth H.J. Bohls & Evelyn M. Bohls 976	100.00	24.98	Volume 2402, Page
3. Rosa Pfluger	168.00	50.21	Volume 930, Page 61
4. Rosa Pfluger	161.00	20.49	Volume 930, Page 61
5. Winnie Mae & Jack Murchison, et al 1140	125.15	49.05	Volume 4786, Page
6. H.W. Kuempel	118.16	41.47	Volume 317, Page 124
7. Lanier C. Bohls Page 1626	99.00	50.04	Volume 12820,
8. Lanier C. Bohls 123	5.00	4.85	Volume 10498, Page
9. Charles A. Schnabel, Jr., et ux Page 1478	17.76	4.08	Volume 7087,
10. Charles A. Schnabel, Jr. et ux	5.00	4.95	Volume 8492, Page 722
11. Weiss Lane		0.40	

TRACT AREAS CALLED FOR ARE PER TRAVIS COUNTY DEED RECORDS. THE ACTUAL AREAS MAY VARY. RECORD INSTRUMENTS ARE FROM THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

BEGIN at a point on the West Line of Cameron Road at the Southeast corner of that 84.3 Acre Tract conveyed to Kenneth H.J. Bohls and Evelyn M. Bohls, in Volume 3713, Page 1436 of the Deed Records of Travis County, Texas, said point also being the Northeast corner of that 6.90 Acre Tract, with 1/2 interest conveyed to Christine H. Mills in Document No. 2002240294 of the Official Public Records of Travis County, Texas;

THENCE N.62°57'24"W., along the South Line of said 84.3 Acre Tract and the North Line of said 8.90 Acre Tract, at 793.90 feet pass the Northwest corner of said 8.90 Acre Tract and the Northeast corner of that 198.38 Acre Tract conveyed to James W. and Nadine M. Whiteley in Volume 6373, Page 1149 of the Deed Records of Travis County, Texas, in all a distance of 1,054.13 feet to the Southwest corner of said 84.3 Acre Tract and the Southeast corner of that 109.00 Acre Tract conveyed to Kenneth and Evelyn Bohls in Volume 2402, Page 176 of the Deed Records of Travis County, Texas;

THENCE continue N.62°57'24"W., along the South Line of said 100.00 Acre Tract and the North Line of said 198.38 Acre Tract, a distance of 1,067.33 feet to the Southwest corner of said 100.00 Acre Tract and the Southeast corner of that 168.00 Acre Tract conveyed to Rosa Pfluger in Volume 930, Page 61 of the Deed Records of Travis County, Texas;

THENCE N.62°54'31"W., along the North Line of said 198.38 Acre Tract and South Line of said 168.00 Acre Tract, a distance of 848.69 feet to the Northeast corner of that 161.00 Acre Tract conveyed to Rosa Pfluger in Volume 930, Page 61 of the Deed Records of Travis County, Texas;

Texas;

THENCE crossing said 161.00 Acre Tract the following two courses;

1. N.88°39'51"W., a distance of 1,340.03 feet;
2. S.84°43'28"W., at 929.49 feet pass the West Line of said 161.00 Acre Tract and the East Line of that 123.15 Acre Tract conveyed to Winnie Mae and Jack Murchison in Volume 4786, Page 1140 of the Deed Records of Travis County, Texas, in all a distance of 1,234.81 feet;

THENCE S. 80°58'51"W. crossing said 125.15 Acre Tract, at 1730.91 feet pass the West Line of said 125.15 Acre Tract and the East Line of that 118.16 Acre Tract conveyed to H. W. Kuempel in Volume 317, Page 124 of the Deed Records of Travis County, Texas, in all a distance of 3107.94 feet to the North Line of Cameron Road;

THENCE N.62°47'45"W crossing said 118.16 Acre Tract along the North Line of Cameron Road, a distance of 394.64 feet to the West Line of said 118.16 Acre Tract and the East Line of that 99.00 Acre Tract conveyed to Lanier C. Bohls in Volume 12820, Page 1846 of the Real Property Records of Travis County, Texas;

THENCE N.62°40'39"W., crossing said 99.00 Acre Tract and continuing along the North Line of Cameron Road, a distance of 1,361.35 feet to the Southeast Corner of that 5.00 Acre Tract conveyed to Lanier Bohls in Volume 10498, Page 123 of the Real Property Records of Travis County, Texas;

THENCE N.62°31'43"W., along the South Line of said 5.00 Acre Tract and continuing along the North Line of Cameron Road, a distance of 267.42 feet to the Southwest Corner of said 5.00 Acre Tract;

THENCE N.62°30'50"W., crossing said 99.00 Acre Tract and continuing along the North Line of Cameron Road, a distance of 788.93 feet to a point on the West Line of said 99.00 Acre Tract and a point on the East Line of that 111.00 Acre Tract conveyed to Trelden K. Bohls in Volume 12820, Page 1846 of the Real Property Records of Travis County, Texas

THENCE N.27°18'32"E., along the West Line of said 99.00 Acre Tract and the East Line of said 111.00 Acre Tract, a distance of 295.16 feet to the Southeast corner of that 17.76 Acre Tract conveyed to Charles and Nadine Schnabel in Volume 7087, Page 1478 of the Deed Records of Travis County, Texas;

THENCE N.63°43'36"W., along the South Line of said 17.76 Acre Tract, and the North Line of said 111.00 Acre Tract, a distance of 129.33 feet to a point on the North Line of Pecan Street;

THENCE continue along the North Line of Pecan Street and the South Line of said 17.76 Acre Tract the following two courses;

1. N.63°38'29"W., a distance of 185.87 feet;
2. N.63°27'49"W., a distance of 283.54 feet to the Southwest corner of said 17.76 Acre Tract and the Southwest corner of that 5.00 Acre Tract conveyed to Charles and Nadine Schnabel in Volume 8492, Page 722 of the Deed Records of Travis County, Texas;

THENCE N.62°44'48"W., along the North Line of Pecan Street and the South Line of said 5.00 Acre Tract, a distance of 746.57 feet to the Southeast corner of said 5.00 Acre Tract and the East Line of Weiss Lane;

THENCE N.61°39'20"W., crossing Weiss Lane, a distance of 80.02 feet to the West Line of Weiss Lane;

THENCE N.28°46'06"E., along the West Line of Weiss Lane, a distance of 287.04 feet;

THENCE S.62°45'11"E., crossing Weiss Lane, a distance of 60.00 feet to the East Line of said Weiss Lane and the Northwest corner of said 5.00 Acre Tract;

THENCE continue S.62°45'11"E., along the North Line of said 5.00 Acre Tract, a distance of 749.19 feet to the Northeast Corner of said 5.00 Acre Tract and the West Line of said 17.76 Acre Tract;

THENCE continue S.62°45'11"E., crossing said 17.76 Acre Tract, a distance of 600.41 feet to the East Line of said 17.76 Acre Tract and the West Line of said 99.00 Acre Tract;

THENCE N.27°18'02"E. along the West Line of said 99.00 Acre Tract, a distance of 392.91 feet;

THENCE S.62°36'38"E., crossing said 99.00 Acre Tract at 2,366.18 feet pass the East Line of said 99.00 Acre Tract and the West Line of said 118.16 Acre Tract, in all a distance of 2,453.06 feet;

THENCE N.80°56'51"E., crossing said 118.16 Acre Tract, at 1,781.32 feet pass the East Line of said 118.16 Acre Tract and the West Line of said 125.15 Acre Tract, in all a distance of 2,638.25 feet;

THENCE N.84°43'28"E., crossing said 125.15 Acre Tract, at 1,058.32 feet pass the North Line of said 125.15 Acre Tract and the South Line of said 168.00 Acre Tract, in all a distance of 1,328.97 feet;

THENCE crossing said 168.00 Acre Tract, the 100.00 Acre Tract and the 84.3 Acre Tract the following 2 courses;

1. S.88°39'51"E., a distance of 1,804.85 feet;
2. S.62°59'31"E., at 1,164.83 feet pass the East Line of said 168.00 Acre Tract and the West Line of said 100.00 Acre Tract, at 2270.77 feet pass the East Line of 100.00 Acre Tract and West Line of said 84.3 Acre Tract, in all a distance of 3,220.90 feet to the East Line of 84.3 Acre Tract and the West Line of Cameron Road;

THENCE S.27°08'41"W., along the East Line of said 84.3 Acre Tract and the West Line of Cameron Road, a distance of 1,000.00 feet to the POINT OF BEGINNING.

Containing 274.65 acres, more or less.

John H. Weigand 7-11-2007
 John Kenneth Weigand
 Registered Professional Land Surveyor No. 5741
 State of Texas



RJ Surveying, Inc.
 1212 East Braker Lane
 Austin, Texas 78753

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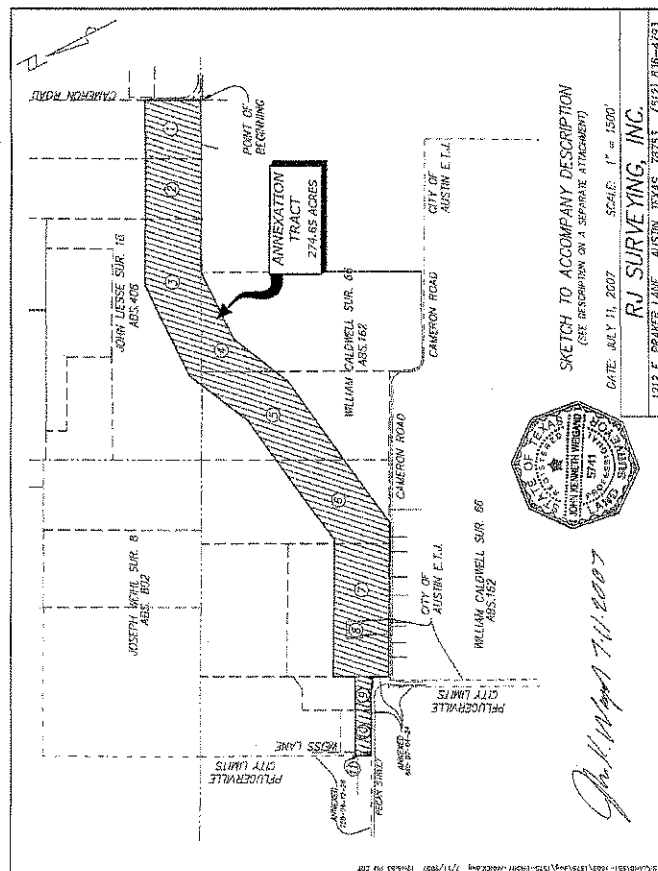


EXHIBIT "B" - TO SERVICE PLAN

CITY OF PFLUGERVILLE WATER AND WASTEWATER SERVICE EXTENSION POLICY

A. GENERAL POLICY

- (1) This policy applies to customers requiring extensions to the City's sewer and water systems, including extensions to existing subdivisions that have not previously been served by City utilities, and excluding extensions to new subdivisions that are covered by the City's subdivision ordinance.
- (2)
 - (a) The City will extend a water distribution main up to 50 feet within a dedicated street, alley or easement, without additional cost to the customer above the standard connection charges.
 - (b) The City will extend lateral sewers or sewer mains only upon the payment of the actual costs of the extension by the customer as provided in this policy.
- (3) If a customer desires service which requires an extension of more than 50 feet of water mains, or an extension of lateral sewers or sewer mains, the customer may advance the funds required for the extension and receive a partial refund as future customers connect to the extension.
- (4) The City is not required to fund system extensions from surplus revenues, bond funds or other public funds, but reserves the right, at its discretion, to use these funds if they become available. Projects will be considered based upon the public health and well-being and the willingness of the customers involved to cost-participate. This funding must be approved by the City Council.

B. PROCEDURE

- (1) Customers desiring to advance funds for the City to extend its water or sewer systems to provide service to their property must make a written application to the City Manager stating the lot and block number, name of subdivision and street address of the property to be served and the service required. The application must be signed by all property owners initially requesting service and their signatures must be identified with the property they desire to be served.
- (2) Upon receipt of an application, the City Manager will direct the City Engineer to prepare a cost estimate for the extension to the requested point of service. The cost estimate must include estimated construction costs and repair costs for all streets and public utilities affected by the construction.
- (3) The estimated construction cost, plus the applicable meter deposits, impact fees and tap fees for each of the initial customers requiring the extension, must be deposited with the City before construction is initiated by the City. The City will pay for engineering, administration, field surveys and other similar contingencies related to the extension.
- (4) Each customer participating in a system extension under this policy must execute a written agreement with the City which describes the extension, specifies the total

per-customer costs of the extension, and sets forth the names and addresses of each person to whom refunds are payable.

- (5) After all required funds are paid to the City, the customers may require that competitive bids be received from private contractors for the work; otherwise the City Manager will determine whether the work is to be let by competitive bid or performed by City personnel for the amount of the estimate.
- (6) If bids are received on the work, the amount of the deposit will be adjusted, by additional collections or refunds, to the actual contract price plus applicable meter deposits, impact fees and tap fees. These adjustments will be made before the work is begun.

C. ASSIGNMENT OF COSTS

If multiple customers cooperate to fund a system extension, the proportion of the project cost assigned to each participating customer will be determined according to the following formula:

$$(\text{customer's capacity in project} \div \text{total project capacity}) (\text{total project cost})$$

In addition to these extension costs, each customer must pay the applicable meter deposits, impact fees and tap fees, and must provide a sewer service line or water service line to the water meter or sewer tap.

D. SUBSEQUENT USER FEES

- (1) The City will require each new customer who connects to a line extension project financed by customers under this policy to pay all standard connection charges plus a subsequent user fee determined in accordance with paragraph C. As these subsequent user fees are collected by the City, refunds will be made to the customers who paid for the extension as provided in the written agreement required under paragraph B(4). Refunds will be made within 30 days after the subsequent user fees are paid to the City, and will be divided among the initial participants in the same proportion as their participation in the extension project.
- (2) No refunds will be made after 5 years from the date of completion of the project and no refunds of less than \$25 per participating customer will be made.

After Recording Please Return To:
City of Pflugerville
PO Box 589 Ste.300
Pflugerville TX 78691

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Oct 12 10:20 AM 2007188673

GONZALESM \$68.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT “C”

SERVICE PLAN AGREEMENT FOR PROPERTY ANNEXED

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and CE Development, Inc. (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

Recitals

WHEREAS, the Landowner has requested that the City consider annexation of a tract of land totaling approximately 14.09 acres of land situated in the John Liesse Survey No. 18, Abstract No. 406, Travis County, Texas, as specifically described in **Exhibit “A”** (“Property”) and further shown in Exhibit “B” as MUD #23 Territory Gain, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Sections 43.067 et seq., the City and the Landowner must enter into a written agreement identifying a list of public services to be provided to the Property and a schedule for provision of the same; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with the Texas Local Government Code prior to the City’s consideration of an ordinance annexing the Property, it being understood and agreed to by the Parties that annexation of the Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Property (the “Effective Date”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.

The Parties hereto acknowledge and agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part hereof for all purposes.

Section 2.

The following service list and schedule (“Service Plan”) represents the provision of services agreed to between the Landowner of the Property and the City establishing a program under which the City will provide municipal services to the Property (referred to hereinafter as the “Annexed Area”) on the Effective Date of this Agreement, as required by § 43.0672 of the Texas Local

Government Code, which will be provided at a level consistent with service levels provided to other similarly-situated areas within the City:

I.

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. Upon annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection and Emergency Medical Service.
 - 1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 - 2. The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area upon annexation.
 - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. Upon annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

Upon annexation, the City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. Solid Waste Collection. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and various private refuse collection companies. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Annexed Area requesting the service after the date of annexation, provided that a privately owned solid waste management service provider ("POSWMSP") is unavailable. In the event that the Annexed Area is already receiving service, or desires to receive service from a POSWMSP, the City may not prohibit solid waste collection by the POSWMSP, nor may the City offer solid waste collection services for a period of two years following the effective date of the annexation unless a POSWMSP is or becomes unavailable, as established by Texas Local Government Code § 43.0661. If a landowner uses the services of a POSWMSP or services are available from a POSWMSP during the two

years following annexation, the City will not provide solid waste collection services to that landowner.

- B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area upon the effective date of annexation:
1. **Water and wastewater facilities** that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
 2. **Public streets and right-of-ways.** The City provides street repairs, improvements, inspections, street lighting and traffic control devices. This City does not maintain private streets or private right-of-ways or other public owned streets under the ownership and control of another public entity.
 3. **Publicly owned parks, playgrounds, and swimming pools.** The City will maintain and operate City-owned land and facilities within the Annexed Area.
 4. **Other public easement, facilities or buildings,** including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements not under the ownership and control of another public entity. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will periodically inspect facilities and perform maintenance on facilities in the Annexed Area as necessary to ensure continued functionality of the facilities through the year. Any unacceptable conditions that exist in the drainage areas and are reported to the City of Pflugerville between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works and Parks and Recreation Departments.
- C. Development Regulation. The City will impose and enforce zoning, subdivision development, site development and building code regulations within the Annexed Area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.
- D. Other Services. City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Other City services including Animal Control, Code Enforcement, Municipal Court and General Administration services will be also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

III.

- A. Capital Improvements. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as amended, which are incorporated herein by reference.
- B. Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City, water and wastewater service to such areas will be subject to service extension regulations and policies provided in the City's Unified Development Code, as amended.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation, unless subsequent agreements are entered into between the City and the other utility providers.

IV.

- A. In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Service Plan and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.

Section 3.

General Terms.

1. **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.
2. **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.
3. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
4. **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever

context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.


5. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

Executed and Agreed to by the Parties on this the 7 day of March 2019.

CITY OF PFLUGERVILLE

ATTEST:



by: 
Sereniah Breland, City Manager

by: 
~~Karen Thompson, City Secretary~~
Trista Evans, Deputy City Secretary

Date: 5/7/19

Date: 5/7/19

APPROVED AS TO FORM:

By: 
Charles E. Zech, City Attorney
 Denton, Navarro, Rocha, Bernal & Zech, P.C.

PROPERTY OWNER(S):

CE Development, Inc.

By: 

John S. Lloyd, President

Date: 3/7/19

EXHIBIT "A"

PROPERTY/ANNEXED AREA

14.09 Acres

THAT PART OF THE JOHN LIESSE SURVEY 18, ABSTRACT No. 406, TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 15.623 ACRE TRACT, THAT 15.967 ACRE TRACT AND THAT 19.9285 ACRE TRACT CONVEYED TO TEXAS GULF BANK, N.A., AS TRUSTEE OF THE MANAGEMENT TRUST FOR THE BENEFIT OF HOLLY JEAN PFLUGER, BY DEED RECORDED IN DOCUMENT No. 2015193607 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

Begin at a 1/2" iron rod with Pape-Dawson cap found at the Southeast Corner of that 7.94 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162829 of the Official Public Records of Travis County, Texas, and the Southwest Corner of said 15.623 Acre Tract at Texas State Plane Central Zone NAD 83 grid coordinates N. 10127969.37 feet and E. 3173081.25 feet (from which point the Southwest Corner of said John Liesse Survey bears approximately S.75°57'40"W. 2450 feet)

Thence N.27°31'45"E., along the West Line of said 15.623 Acre Tract and the East Line of said 7.94 Acre Tract (at 170.43 feet pass the Northeast Corner of said 7.94 Acre Tract and the Southeast Corner of that 62.00 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015146187 of the Official Public Records of Travis County, Texas) in all a distance of 326.09 feet to a 1/2" iron rod found at the Northwest Corner of said 15.623 Acre Tract and the Southwest Corner of said 15.967 Acre Tract;

Thence N.27°31'45"E., along the West Line of said 15.967 Acre Tract and the East Line of said 62.00 Acre Tract a distance of 368.80 feet to a 1/2" iron rod found at the Northwest Corner of said 15.967 Acre Tract and the Southerly Southwest Corner of said 16.925 Acre Tract;

Thence N.27°31'45"E. along a West Line of said 16.925 Acre Tract and the East Line of said 62.00 Acre Tract a distance of 109.72 feet to a 1/2" iron rod with Texas Land Surveyors cap found at the Northeast Corner of said 62.00 Acre Tract and an interior corner of said 16.925 Acre Tract;

Thence N.62°45'53"W. along the North Line of said 62.00 Acre Tract and the South Line of said 16.925 Acre Tract a distance of 1326.26 feet to a 1/2" iron rod with Pape-Dawson cap found at the Westerly Southwest Corner of said 16.925 Acre Tract and an interior corner of said 62.00 Acre Tract;

Thence N.27°14'07"E. along the West Line of said 16.925 Acre Tract and an East Line of said 62.00 Acre Tract a distance of 161.08 feet to a 1/2" iron rod with Pape-Dawson cap found at the Southwest Corner of that 16.747 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162822 of the Official Public Records of Travis County, Texas, and the Northwest Corner of said 16.925 Acre Tract;

Thence S.62°45'53"E. along the North Line of said 16.925 Acre Tract and the South Line of said 16.747 Acre Tract a distance of 1766.66 feet to a 1/2" iron rod set;

14.09 Acres

Thence S.27°49'55"W. across said 16.925 Acre Tract (at 270.81 feet pass the South Line of said 16.925 Acre Tract and the North Line of said 15.967 Acre Tract) in all a distance of 364.90 feet to a 1/2" iron rod set;

Thence N.65°33'54"W. across said 15.967 Acre Tract a distance of 161.01 feet to a 1/2" iron rod set in the West Line of that Wastewater Easement to City of Pflugerville by deed recorded in Document No. 2016151275 of the Official Public Records of Travis County, Texas;

Thence along the West Line of said Wastewater Easement and across said 15.967 Acre Tract and said 15.623 Acre Tract the following two courses:

1. S.08°00'23"W. a distance of 237.44 feet to a 1/2" iron rod set;
2. S.02°00'28"W. (at 47.15 feet pass the South Line of said 15.967 Acre Tract and the North Line of said 15.623 Acre Tract) in all a distance of 417.93 feet to a 1/2" iron rod set in the South Line of said 15.623 Acre Tract and the North Line of that 85.00 Acre Tract conveyed to CE Development, Inc., by deed recorded in Document No. 2015162822 of the Official Public Records of Travis County, Texas;

Thence N.61°46'03"W. along the South Line of said 15.623 Acre Tract and the North Line of said 85.00 Acre Tract a distance of 536.32 feet to the said Point of Beginning.

Containing 14.09 acres, more or less.

John K. Weigand Feb. 6, 2013

J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
F-10015400



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83

