

# **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 Ebensee LLC, (“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 approximately 4.724 acres of land situated in the Joseph Wiehl Survey No. 8, Abstract No. 802, in Travis County, Texas, as specifically described in **Exhibit “A”** (“Property”), 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, Section 43.0672, 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 16<sup>th</sup> day of October 2020.

**CITY OF PFLUGERVILLE**

**ATTEST:**

by: \_\_\_\_\_  
Sereniah Breland, City Manager

by: \_\_\_\_\_  
Karen Thompson, City Secretary

Date: \_\_\_\_\_


Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**PROPERTY OWNER(S):**

Ebensee LLC

By: 

Name (Print): SIRAJ DHUKA

Title: PRESIDENT

Date: 10/16/2020

**EXHIBIT "A"**

**PROPERTY/ANNEXED AREA**

**PREMIER SURVEYING LLC**

5700 W. Plano Parkway, Suite 1200  
Plano, Texas 75093  
972-612-3601  
Fax: 972-964-7021

**Exhibit "A"**  
(17705 WEISS LANE)

BEING A 4.724 ACRE TRACT OF LAND SITUATED IN THE JOSEPH WIEHL SURVEY, ABSTRACT NO. 802, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KEITH WEISS, AS RECORDED IN VOLUME 13105, PAGE 302, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE MOST NORTHERLY EAST CORNER OF SAID WEISS TRACT AND THE NORTH CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO JANET LYN STUHMER, AS RECORDED IN INSTRUMENT NO. 2003154725. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID IRON ROD BEING ON THE SOUTHWEST LINE OF JESSE BOHLS ROAD;

THENCE SOUTH 30° 00' 20" WEST (DEED = SOUTH 29° 44' 35" WEST), A DISTANCE OF 155.17 FEET ALONG THE COMMON LINE OF SAID WEISS AND STUHMER TRACTS TO A 1/2-INCH IRON ROD FOUND AT THE WEST CORNER OF SAID STUHMER TRACT;

THENCE SOUTH 59° 37' 37" EAST (DEED = SOUTH 60° 05' 24" EAST), A DISTANCE OF 119.29 FEET ALONG SAID COMMON LINE TO A 1/2-INCH IRON ROD FOUND AT THE MOST SOUTHERLY EAST CORNER OF SAID WEISS TRACT AND THE MOST WESTERLY NORTH CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED AS EXHIBIT B TO NORMAN WEISS AND SPOUSE, VIRGINIA WEISS, AS RECORDED IN VOLUME 12732, PAGE 44, AFORESAID REAL PROPERTY RECORDS;

THENCE SOUTH 30° 00' 00" WEST, A DISTANCE OF 353.90 FEET ALONG THE COMMON LINE OF SAID WEISS (13105/302) AND WEISS (12732/44) TRACTS TO A 1/2-INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAID WEISS TRACT (13105/302) AND THE WEST CORNER OF SAID WEISS TRACT (12732/44), SAID IRON ROD BEING ON THE NORTHEAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO NORMAN WEISS AND SPOUSE, VIRGINIA WEISS, AS RECORDED IN INSTRUMENT NO. 2001019556, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 60° 00' 00" WEST, A DISTANCE OF 445.54 FEET ALONG THE COMMON LINE OF SAID WEISS (13105/302) AND WEISS (2001019556) TRACTS TO A 1/2-INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF WEISS LANE;

THENCE NORTH 30° 35' 29" EAST, A DISTANCE OF 424.59 FEET ALONG SAID SOUTHEAST LINE TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 59° 26' 18" EAST, A DISTANCE OF 10.00 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE NORTH 30° 34' 08" EAST, A DISTANCE OF 55.25 FEET ALONG THE AFORESAID SOUTHEAST LINE OF WEISS LANE TO A 1/2-INCH IRON ROD FOUND;

THENCE NORTH 75° 44' 32" EAST, A DISTANCE OF 41.52 FEET TO A 1/2-INCH IRON ROD FOUND ON THE AFORESAID SOUTHWEST LINE OF JESSE BOHLS ROAD;

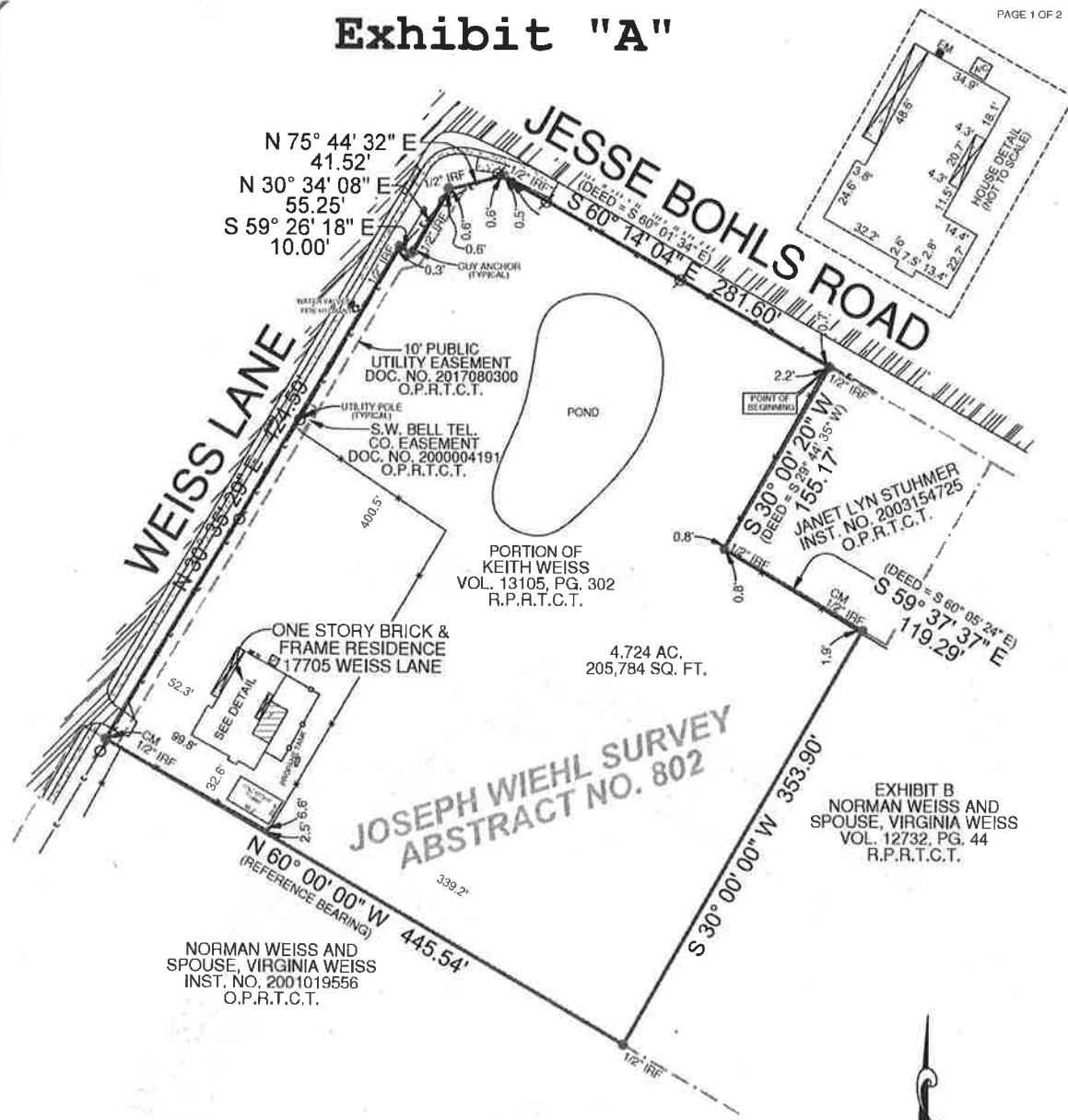
THENCE SOUTH 60° 14' 04" EAST, A DISTANCE OF 281.60 FEET ALONG SAID SOUTHWEST LINE TO THE POINT OF BEGINNING AND CONTAINING 205,784 SQUARE FEET OR 4.724 ACRES OF LAND.



Survey Plat of even date attached hereto and made a part hereof.

Date: 02/24/20

# Exhibit "A"



LEGEND:	
	BARS WIRE FENCE
	CHAINLINK FENCE
	WROUGHT IRON FENCE
	WOOD FENCE
	VINYL FENCE
	ELECTRIC LINE
	GAS METER
	ELECTRIC METER
	IRON PIPE FOUND
	IRON ROD SET WITH "PREMIER" CAP
	IRON ROD FOUND
	CONTROLLING MONUMENT (WOOD) RAILROAD TIE
	ASPHALT
	CONCRETE
	GRAVEL
	TILE
	WOOD
	BRICK
	STONE

**LEGAL DESCRIPTION:**  
 BEING A 4.724 ACRE TRACT OF LAND SITUATED IN THE JOSEPH WIEHL SURVEY, ABSTRACT NO. 802, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO KEITH WEISS, AS RECORDED IN VOLUME 13105, PAGE 302, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF ON PAGE 2.

**SURVEYOR'S CERTIFICATION:**  
 THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND LOCATION OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GF. NO.	AUT-22-004-AUT20000952C
BORROWER	SIRAJ DUHKA
TITLE CO.	AUSTIN TITLE
TECH	MSP
FIELD	TM

**FLOOD INFORMATION:**  
 THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NOS. 48453C0280 J & 48453C0290 J, DATED AUGUST 18, 2014.

DATE: 10/06/20 JOB NO.: 20-08720UP  
 FIELD: 02/24/20

**17705 WEISS LANE, PFLUGERVILLE, TX 78660**  
**4.724 AC., JOSEPH WIEHL SURVEY, ABSTRACT NO. 802**



**Premier Surveying Inc.**

5700 W. Plano Parkway  
 Suite 1200  
 Plano, Texas 75093  
 972-612-3601 (O) | 855-892-0468 (F)  
 www.premiersurveying.com  
 premier@premier-surveying.com

DATE: \_\_\_\_\_  
 ACCEPTED BY: \_\_\_\_\_

**Premier Surveying Inc.**

5700 W. Plano Parkway  
 Suite 1200  
 Plano, Texas 75093  
 Office 972-612-3601  
 Fax 855-892-0468  
 Firm Registration No. 10146200