

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES

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" of the Service Plan (the "annexed Area"), as required by § 43.0672 of the Texas Local Government Code.

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. 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.

B. Emergency Medical Service.

1. The City will provide Emergency Medical First Responder Services and Emergency Transport Services to the annexed area at the same or similar level of service as other areas of the City, with like topography, land use and population density as those found within the annexed area.

C. 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.

D. 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.

E. 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.

F. 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 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.

II.

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.

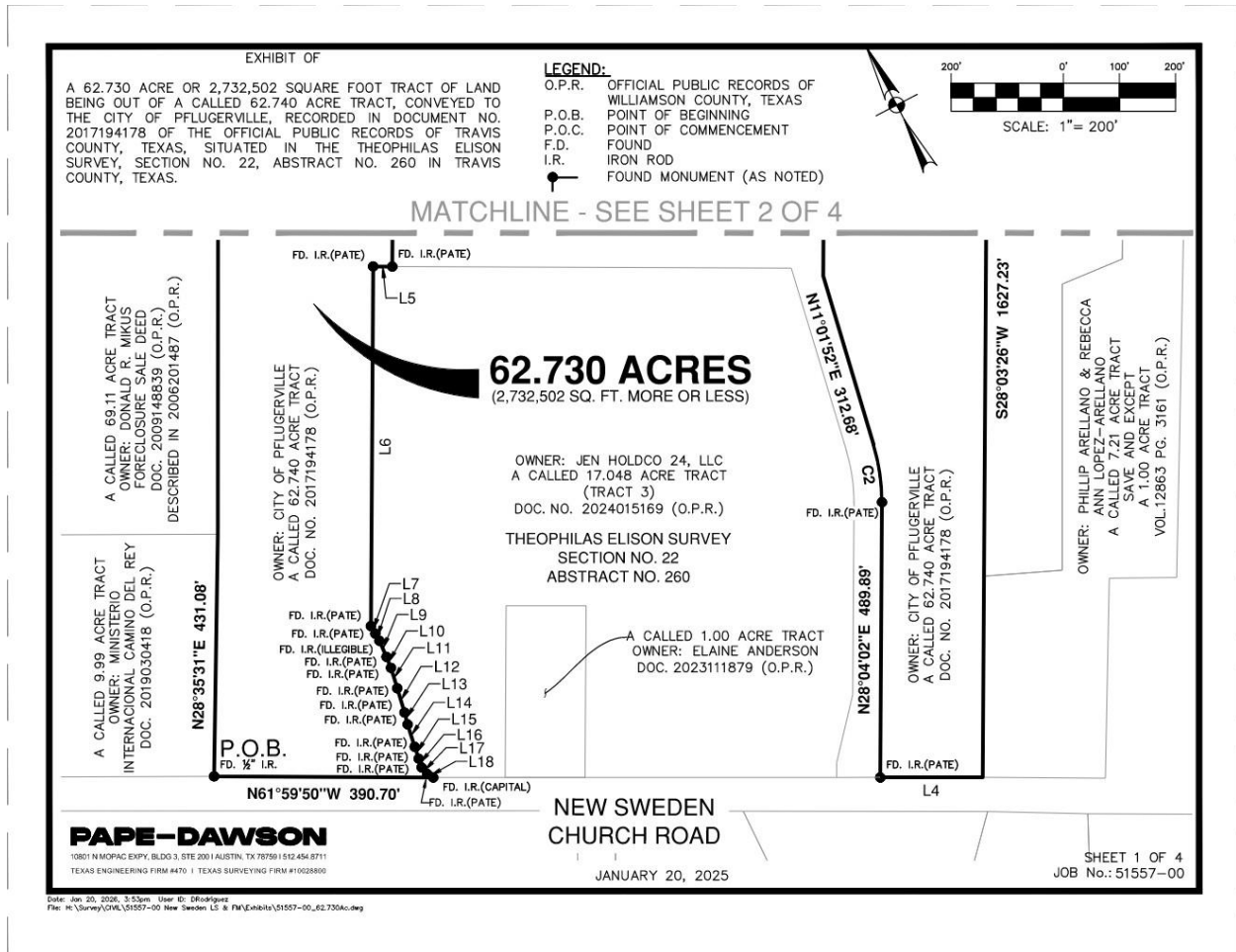
3. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

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.

EXHIBIT "A"

PROPERTY/ANNEXED AREA



5. **S 05°34'01" W**, a distance of **21.03 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
6. **S 10°35'09" W**, a distance of **38.10 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
7. **S 10°55'44" W**, a distance of **44.98 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
8. **S 13°05'36" W**, a distance of **21.96 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
9. **S 10°03'28" W**, a distance of **41.82 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
10. **S 09°18'20" W**, a distance of **22.34 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
11. **S 09°15'06" W**, a distance of **16.46 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
12. **S 13°09'09" E**, a distance of **15.00 feet** to an iron rod with cap marked "PATE" found for an angle point hereof, and
13. **S 31°33'05" E**, a distance of **12.63 feet** an iron rod with cap marked "Capital" found on the north right-of-way line of said New Sweden Church Road, said point being the southwest corner of said 17.048 acre tract, same being a southeast corner of said 62.740 acre tract for an angle point hereof,

THENCE N 61°59'50" W, departing the southwest corner of said 17.048 acre tract, with the north right-of-way line of said New Sweden Church Road, same being the south boundary line of said 62.740 acre tract, a distance of **390.70 feet** to the **POINT OF BEGINNING** and containing 62.730 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Consulting Engineers, LLC., under Job No. 51557-00.

PREPARED BY: Pape-Dawson Consulting Engineers, LLC.
Job No.: 51557-00
DOC. ID. H:\Survey\CIVIL\51557-00 New Sweden LS & FM\Exhibits\WORD\FN51557-00_62.730Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

Parker Graham



Transportation | Water Resources | Land Development | Surveying | Environmental

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Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels | Corpus Christi Texas Engineering Firm #470 Texas Surveying Firm #10028801

1. **N 28°04'02" E**, a distance of **489.89 feet** to a calculated point of non-tangent curvature hereof,
2. along the arc of a curve to the left having a **radius of 350.00 feet**, a **central angle of 17°04'48"**, a **chord bearing and distance of N 19°18'29" E, 103.95 feet**, an **arc length of 104.34 feet** to a calculated point of non-tangency hereof,
3. **N 11°01'52" E**, a distance of **312.68 feet** to a calculated angle point hereof, and
4. **N 28°04'01" E**, a distance of **516.34 feet** to a calculated point on the northeast corner of said 10.00 acre tract, same being an interior corner of said 62.740 acre tract for an angle point hereof,

THENCE N 61°55'58" W, with the north boundary line of said 10.00 acre tract, same being a south boundary line of said 62.740 acre tract, a distance of **768.40 feet** to a calculated point on the northwest corner of said 10.00 acre tract, same being an interior corner of said 62.740 acre tract for an angle point hereof,

THENCE S 28°04'13" W, with the west boundary line of said 10.00 acre tract, same being an east boundary line of said 62.740 acre tract, a distance of **504.23 feet** to an iron rod with cap marked "PATE" found on the north boundary line of a called 17.048 acre tract (Tract 3), conveyed to Jen Holdco 24, LLC, recorded in Document No. 2024015169 of said Official Public Records, said point being the southwest corner of said 10.00 acre tract, same being a southeast corner of said 62.740 acre tract for an angle point hereof;

THENCE N 62°04'02" W, departing the southwest corner of said 10.00 acre tract, with the north boundary line of said 17.048 acre tract, same being a south boundary line of said 62.740 acre tract, a distance of **34.00 feet** to an iron rod with cap marked "PATE" found on the northwest corner of said 17.048 acre tract, same being an interior corner of said 62.740 acre tract for an angle point hereof;

THENCE, with the west boundary line of said 17.048 acre tract, same being the east boundary line of said 62.740 acre tract, the following thirteen (13) courses and distances:

1. **S 28°03'37" W**, a distance of **640.29 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
2. **S 02°26'25" E**, a distance of **15.59 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,
3. **S 02°21'42" E**, a distance of **14.51 feet** to an iron rod with an illegible cap found for an angle point hereof,
4. **S 03°41'46" W**, a distance of **31.48 feet** to an iron rod with cap marked "PATE" found for an angle point hereof,

2. along the arc of a curve to the right having a **radius of 320.56 feet**, a **central angle of 24°06'39"**, a **chord bearing and distance of N 08°46'20" E, 133.90 feet**, an **arc length of 134.90 feet** to a calculated point of non-tangency hereof, and
3. **N 20°39'38" E**, a distance of **6.09 feet** to a calculated point on a southwest corner of a called 210.506 acre tract (Tract 1), conveyed to Jen Holdco 24, LLC, recorded in Document No. 2024015169 of said Official Public Records, same being the northernmost northwest corner of said 62.740 acre tract for the northernmost northwest corner hereof,

THENCE S 62°22'05" E, with the south boundary line of said 210.506 acre tract, same being the north boundary line of said 62.740 acre tract, a distance of **515.14 feet** to a bound nail found on an interior corner of said 210.506 acre tract, same being the northeast corner of said 62.740 acre tract for the northeast corner hereof;

THENCE S 27°53'18" W, with the west boundary line of said 210.506 acre tract, in part, with the west boundary line of a called 46.71 acre tract, conveyed to Kermit Hees et al in a Foreclosure Sale Deed, recorded in Document No. 2009202183 of said Official Public Records, as described in Document No. 2006201504 of said Official Public Records, same being the east boundary line of said 62.740 acre tract, a distance of **1518.81 feet** to an iron rod with cap marked "RPLS 4758" found on the northwest corner of a called 5.352 acre tract, conveyed to Phillip Arellano & Rebecca Ann Lopez-Arellano, recorded in Document No. 2000100100 of said Official Public Records, same being the southwest corner of said 46.71 acre tract for an angle point hereof;

THENCES 28°03'26" W, departing the southwest corner of said 46.71 acre tract, with the west boundary line of said 5.352 acre tract, in part, with the west boundary line of a called 7.21 acre tract, save and except a 1.00 acre tract, conveyed to Phillip Arellano & Rebecca Ann Lopez-Arellano, recorded in Volume 12863, Page 3161 of said Official Public Records, same being the east boundary line of said 62.740 acre tract, a distance of **1627.23 feet** to a calculated point on the north right-of-way line of said New Sweden Church Road, said point being the southwest corner of said 7.21 acre tract, same being the southeast corner of said 62.740 acre tract for the southeast corner hereof

THENCE N 62°22'42" W, departing the southwest corner of said 7.21 acre tract, with the north right-of-way line of said New Sweden Church Road, same being the south boundary line of said 62.740 acre tract, a distance of **182.69 feet** to an iron rod with cap marked "PATE" found on the southeast corner of a called 10.00 acre tract, conveyed to the City of Pflugerville, recorded in Document No. 2008032050 of said Official Public Records, same being a southwest corner of said 62.740 acre tract for an angle point hereof;

THENCE, departing the north right-of-way line of said New Sweden Church Road, with the east boundary line of said 10.00 acre tract, same being the west boundary line of said 62.740 acre tract, the following four courses and distances:

FIELD NOTES
FOR

A 62.730 ACRE OR 2,732,502 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 62.740 ACRE TRACT, CONVEYED TO THE CITY OF PFLUGERVILLE, RECORDED IN DOCUMENT NO. 2017194178 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE THEOPHILAS ELISON SURVEY, SECTION NO. 22, ABSTRACT NO. 260 IN TRAVIS COUNTY, TEXAS. SAID 62.730 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00:

BEGINNING at a ½" iron rod found on the north right-of-way line of New Sweden Church Road, said point being the southeast corner of a called 9.99 acre tract, conveyed to Ministerio Internacional Camino Del Rey, recorded in Document No. 2019030418 of the Official Public Records of Travis County, Texas, same being the southwest corner of said 62.740 acre tract for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 28°35'31" E, departing the north right-of-way line of New Sweden Church Road, with the east boundary line of said 9.99 acre tract, same being the west boundary line of said 62.740 acre tract, a distance of **431.08 feet** to a calculated point on the southeast corner of a called 69.11 acre tract, conveyed to Donald R. Mikus in a Foreclosure Sale Deed, recorded in Document No. 2009148839 of said Official Public Records, and described in Document No. 2006201487 of said Official Public Records, same being the northeast corner of said 9.99 acre tract for an angle point hereof;

THENCE N 27°43'25" E, departing the northeast corner of said 9.99 acre tract, with the east boundary line of said 69.11 acre tract, in part, with the east boundary line of a called 25.722 acre tract (Tract 5), conveyed to Jen Holdco 24, LLC, recorded in Document No. 2024015169 of said Official Public Records, same being the west boundary line of said 62.740 acre tract, a distance of **2091.77 feet** to a calculated point on the southwest boundary line of a called 12.221 acre tract, conveyed to Jen Holdco 24, LLC, recorded in Document No. 2025062451 of said Official Public Records, same being the northwest corner of said 62.740 acre tract for the northwest corner hereof;

THENCE S 03°07'02" E, departing the east boundary line of said 25.722 acre tract, with the southwest boundary line of said 12.221 acre tract, same being a northeast boundary line of said 62.740 acre tract, a distance of **89.18 feet** to a calculated point on the southwest corner of said 12.221 acre tract for an angle point hereof;

THENCE N 86°52'58" E, with the southeast boundary line of said 12.221 acre tract, same being a northwest boundary line of said 62.740 acre tract, a distance of **1029.09 feet** to a calculated point on the southeast corner of said 12.221 acre tract, same being an interior corner of said 62.740 acre tract for an angle point hereof;

THENCE, with the east boundary line of said 12.221 acre tract, same being a west boundary line of said 62.740 acre tract, the following three (3) courses and distances:

1. **N 03°07'02" W**, a distance of **44.01 feet** to a calculated point of non-tangent curvature hereof,

EXHIBIT OF

A 62.730 ACRE OR 2,732,502 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 62.740 ACRE TRACT, CONVEYED TO THE CITY OF PFLUGERVILLE, RECORDED IN DOCUMENT NO. 2017194178 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE THEOPHILAS ELISON SURVEY, SECTION NO. 22, ABSTRACT NO. 260 IN TRAVIS COUNTY, TEXAS.

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°07'02"E	89.18'
L2	N03°07'02"W	44.01'
L3	N20°39'38"E	6.09'
L4	N62°22'42"W	182.69'
L5	N62°04'02"W	34.00'
L6	S28°03'37"W	640.29'
L7	S02°26'25"E	15.59'
L8	S02°21'42"E	14.51'
L9	S03°41'46"W	31.48'
L10	S05°34'01"W	21.03'
L11	S10°35'09"W	38.10'
L12	S10°55'44"W	44.98'
L13	S13°05'36"W	21.96'
L14	S10°03'28"W	41.82'
L15	S09°18'20"W	22.34'
L16	S09°15'06"W	16.46'
L17	S13°09'09"E	15.00'
L18	S31°33'05"E	12.63'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	320.56'	24°06'39"	N08°46'20"E	133.90'	134.90'
C2	350.00'	17°04'48"	N19°18'29"E	103.95'	104.34'

Parker Graham



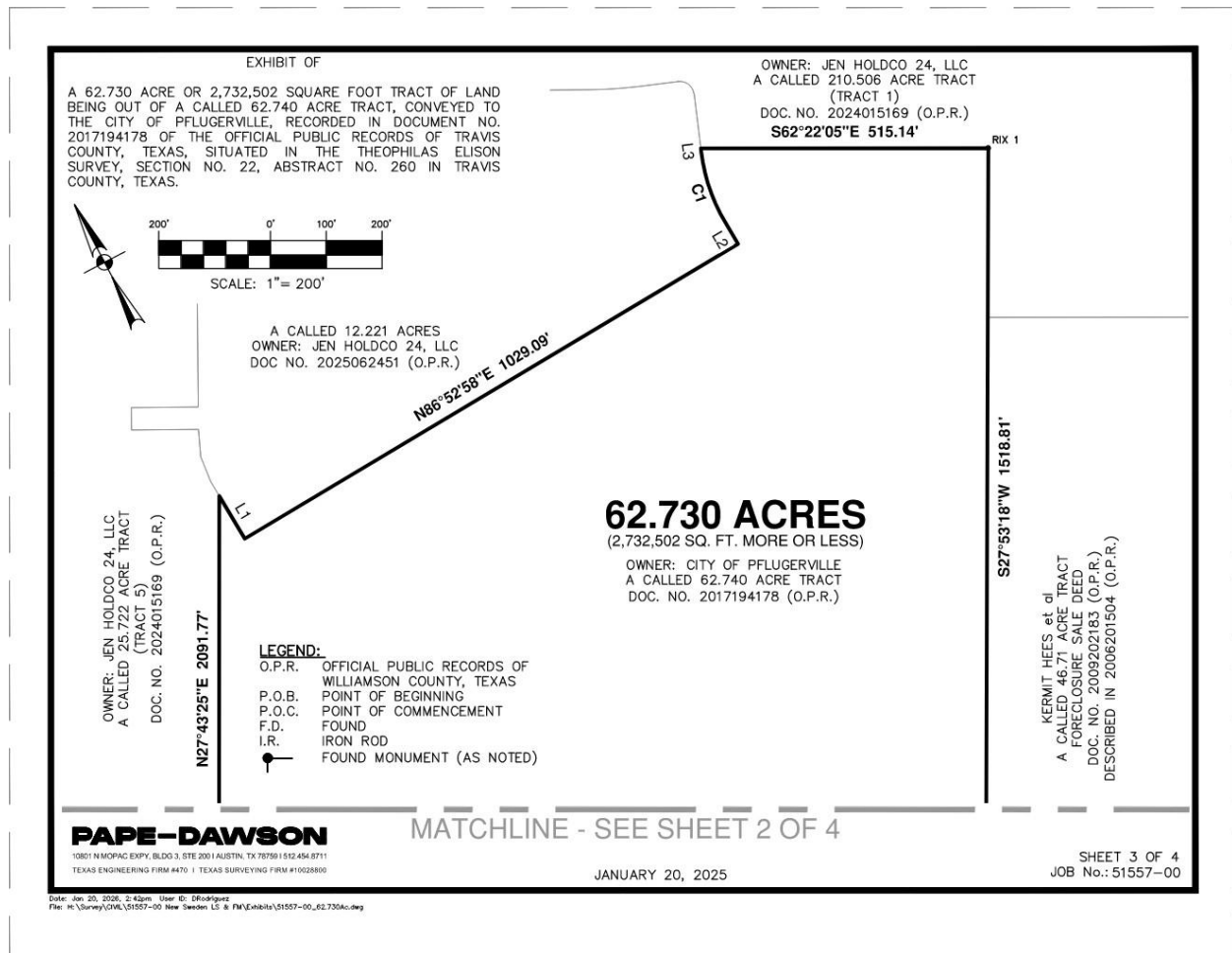
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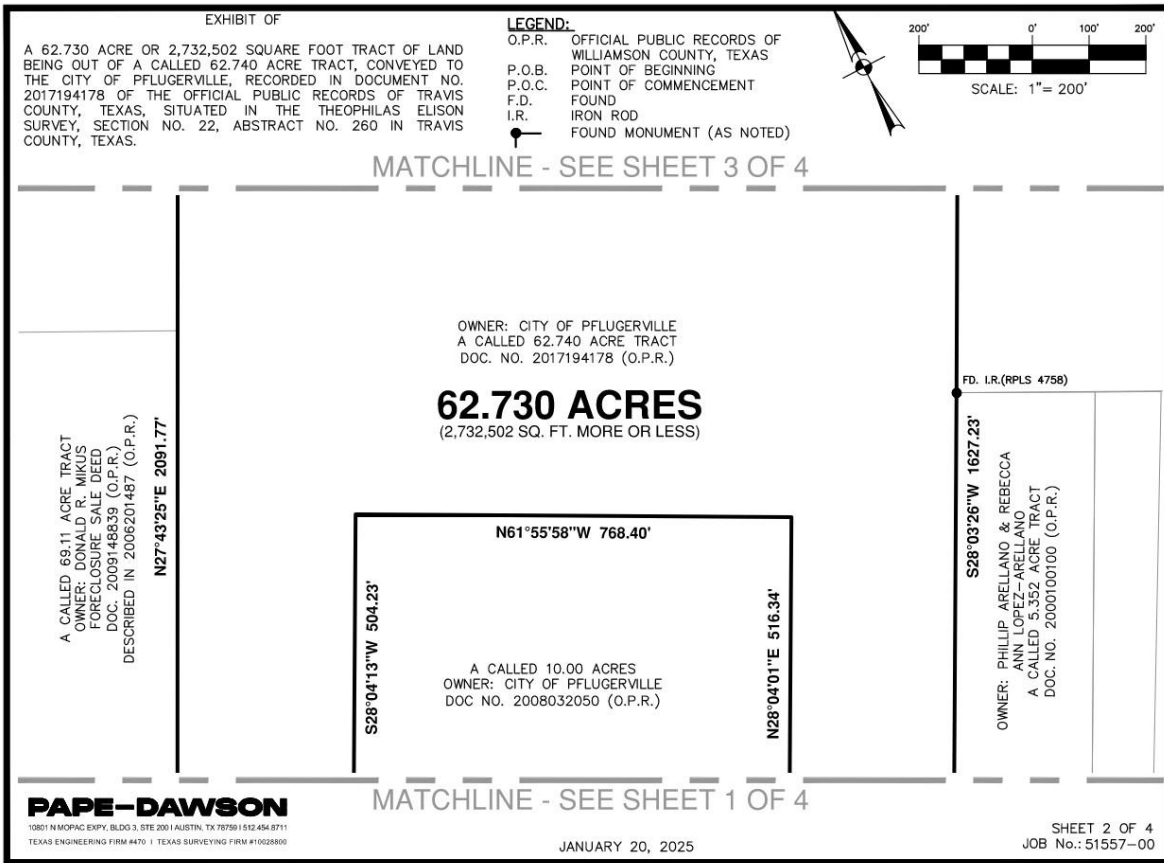
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
TEXAS ENGINEERING FIRM #4470 | TEXAS SURVEYING FIRM #16028800

JANUARY 20, 2025

SHEET 4 OF 4
JOB No.: 51557-00

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