

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING, FOR FULL PURPOSES, A 50.122 ACRE TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT 162, IN TRAVIS COUNTY, TEXAS AND A 22.563 ACRE TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT 162, TRAVIS COUNTY, TEXAS, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, BEING TWO TRACTS OF LAND TOTALING 72.685 ACRES. THE PROPERTY IS LOCATED AT 16422 CAMERON ROAD. EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; AND TO BE ZONED AGRICULTURE / DEVELOPMENT RESERVE (A); TO BE KNOWN AS MURCHISON ANNEXATION (2022-3-ANX); BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pflugerville, Texas (the “City”) desires to annex a 50.122 acre (2, 183,302,520 square feet) tract of land situated in the William Caldwell Survey No. 66, Abstract No. 162, in Travis County, Texas and a 22.563 acre tract of land situated in the William Caldwell Survey No. 66, Abstract 162, of the Real Property Records of Travis County, Texas, more particularly described and depicted in **Exhibit “A,”** with the exhibit 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 municipalities to annex an area on the request of all property owners in an area, whereby the City has received a petition for annexation by the property owner for approximately 72.685 acres of land further described in **Exhibit “A”**; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated November 8, 2022, with the owner 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 “B,”** and

WHEREAS, the City Council provided public notice and held a public hearing on November 29, 2022, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3 § 43.0673; and

WHEREAS, on November 16, 2022 dates that were at least ten days, but not more than twenty days before, the respective public hearings, notice of the public hearing on this annexation was published on the City’s internet website and a newspaper of general circulation; 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, lying outside of, but adjacent to and adjoining the City, 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 except as otherwise provided for in the attached Exhibit B.

Section 3. The City finds annexation of the Property to be in the public interest due the Property promoting economic growth of the City.

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

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

Section 6. The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the addition to the City’s Corporate Limits and 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. 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.

Section 8. 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.

PASSED AND APPROVED this _____ day of _____ 2022.

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"

PROPERTY DESCRIPTION

50.122 acre (2, 183,302,520 square feet) tract of land situated in the William Caldwell Survey No. 66, Abstract No. 162, in Travis County, Texas and a 22.563 acre (982,840 square feet) tract of land situated in the William Caldwell Survey No. 66, Abstract 162, of the Real Property Records of Travis County, Texas.

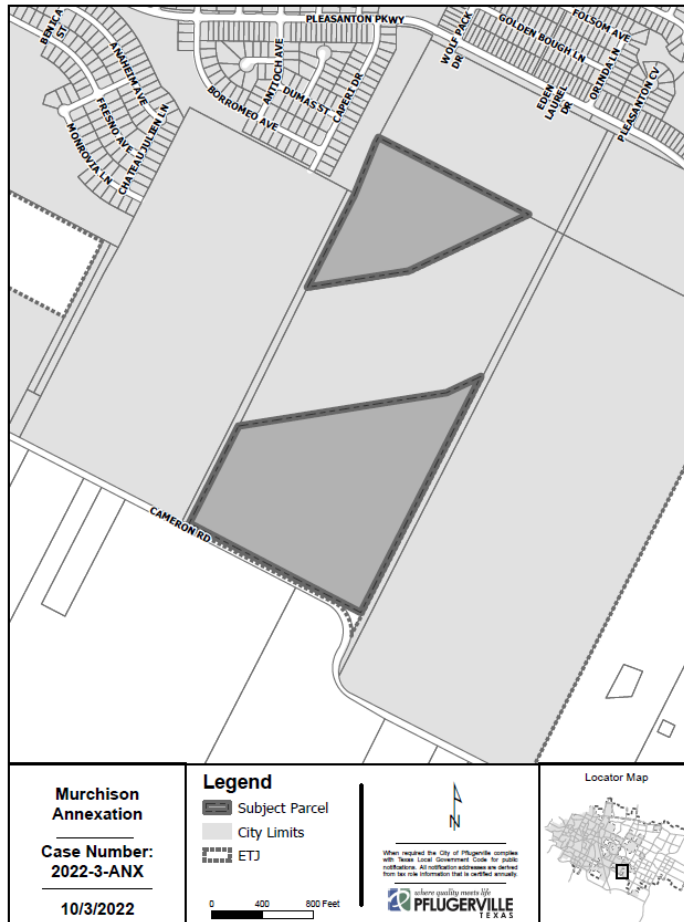


Exhibit "A"

County: Travis
Project: Murchison
Half AVO: 42483.004

EXHIBIT A
September 22, 2022

ANNEXATION EXHIBIT TRACTS A AND B

DESCRIPTION ANNEXATION TRACT A

BEING A 22.563 ACRE (982,840 SQUARE FEET) TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT 162, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 125.15 ACRE TRACT OF LAND CALLED FIRST TRACT CONVEYED UNTO JACK AND WINNIE MAE MURCHISON FAMILY PARTNERSHIP, LTD. DESCRIBED IN EXHIBIT "A", SAVE AND EXCEPT THE CALLED 1.11 ACRE TRACT DESCRIBED AS MURCHISON RESIDENCE, TOGETHER WITH THE CALLED 30' WIDE ACCESS EASEMENT RECORDED IN COUNTY CLERK'S FILE NUMBER 2005003460 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 22.563 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD 83(2011) 4203.

BEGIN at a 1/2-inch iron rod with a cap stamped "RJ Surveying" found for the southwest corner of the called 31.99 acre tract of land (Second Tract) conveyed unto the City of Pflugerville, recorded in County Clerk's Document No. 2015165200, O.P.R.T.C.T on the easterly line of the called 7.058 acre tract of land conveyed unto the City of Pflugerville (Tract 2), recorded in County Clerk's Document Number 2017099899, O.P.R.T.C.T. for the **POINT OF BEGINNING** and northwest corner of the herein described Tract of land;

THENCE South 62° 55' 08" East with the southerly line of said 31.99 acre tract of land, for a distance of 1334.46 feet to a calculated point for the northeast corner of the herein described tract of land on the City Limits for the City of Pflugerville as of the date of this survey from which a 1/2-inch iron rod with a cap stamped "RJ Surveying" found for the northeast corner of the residue of said 125.15 acre tract bears South 62° 55' 08" East, a distance of 244.82 feet for reference;

THENCE South 64° 41' 38" West with the said Pflugerville City Limits and the southerly line of the herein described tract of land, a distance of 1049.41 feet to a calculated point for an angle point of the herein described tract of land;

THENCE South 80° 55' 19" West with the said Pflugerville City Limits and the southerly line of the herein described tract of land, a distance of 810.53 feet to a calculated point for the southwest corner of the herein described tract of land on the easterly line of the called 7.140 acre tract of land (Tract 6) conveyed unto CE Development, Inc. recorded in County Clerk's Document Number 2015146187, O.P.R.T.C.T., from which a 1/2-inch iron rod with a cap stamped "PAPE DAWSON" found on said easterly line bears South 26° 22' 49" West, a distance of 1119.10 feet for reference;

THENCE North 26° 22' 49" East with the easterly line of said 7.140 acre tract of land, for a distance of 496.32 feet to a 1/2-inch iron rod with a cap stamped "HALFF" set for an angle point on said 7.140 acre tract of land and of the herein described tract of land;

THENCE North 26° 42' 59" East with the easterly line of said 7.140 acre tract of land, for a distance of 346.09 feet to a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found for the northeast corner of said 7.140 acre tract of land, the southeast corner of said 7.058 acre City of Pflugerville Tract of land and an angle point of the herein described tract of land;

THENCE North 22° 40' 11" East with the easterly line of said 7.058 acre tract of land, for a distance of 420.00 feet to a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found for an angle point on the easterly line of said 7.058 acre tract and of the herein described tract of land;

THENCE North 28° 14' 41" East with the easterly line of said 7.058 acre tract of land, for a distance of 48.41 feet to the **POINT OF BEGINNING** and containing 22.563 acres of land more or less.

DESCRIPTION ANNEXATION TRACT B

BEING A 50.122 ACRE (2,183,302520 SQUARE FEET) TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT 162, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THE CALLED 125.15 ACRE TRACT OF LAND CALLED FIRST TRACT CONVEYED UNTO JACK AND WINNIE MAE MURCHISON FAMILY PARTNERSHIP, LTD. DESCRIBED IN EXHIBIT "A", SAVE AND EXCEPT THE CALLED 1.11 ACRE TRACT DESCRIBED AS MURCHISON RESIDENCE, TOGETHER WITH THE CALLED 30' WIDE ACCESS EASEMENT RECORDED IN COUNTY CLERK'S FILE NUMBER 2005003460 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 50.133 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD 83(2011) 4203.

BEGIN at a 1/2-inch iron rod found for the southeast corner of the called 7.140 acre tract of land (Tract 6), conveyed unto CE Development, Inc. recorded in County Clerk's Document Number 2015146187 O.P.R.T.C.T, on the northerly right-of-way of Cameron Road (variable width Right-of-way) for the **POINT OF BEGINNING** and southwest corner of the herein described Tract of land;

THENCE North 26°53'43" East departing said northerly right-of-way line with the easterly line of said 7.140 acre tract of land, for a distance of 856.70 feet to a calculated point on the city limits of the City of Pflugerville for the northwest corner of the herein described tract of land from which a 1/2-inch iron rod with a cap stamped "PAPE DAWSON" found on the westerly line of

County: Travis
Project: Murchison
Halff AVO: 42483.004

EXHIBIT A
September 22, 2022

the remainder of said 125.15 acre Murchison tract bears North 26° 53' 43" East, for a distance of 110.52 feet for reference;

THENCE North 80° 53' 35" East with the common line of the city limits of said City of Pflugerville and the herein described tract of land, a distance of 1666.73 feet to a calculated point for an angle point of the herein described tract of land;

THENCE North 64° 40' 56" East with said common line, for a distance of 299.52 feet to a calculated point on the easterly line of the remainder of said 125.15 acre Murchison tract and the westerly line of the called 6.43 acre tract of land (Third Tract) conveyed unto CE Development, Inc., recorded in County Clerk's Document Number 2015162822, O.P.R.T.C.T. for the northeast corner of the herein described tract of land;

THENCE South 26° 58' 52" West with the common line of the remainder of said 125.15 acre Murchison tract and said 6.43 acre CE Development, Inc. tract, a distance of 2088.96 feet to a 1/2-inch iron rod with a cap stamped "HALFF" set for the southeast corner of the herein described tract of land on the northerly occupied right-of-way line of said Cameron Road from which a 1/2-inch iron rod found on the westerly line of said 6.43 acre CE Development, Inc. tract bears South 26° 59' 39" West, a distance of 175.28 feet for reference;

THENCE North 62°30'43" West with the northerly right-of-way line of said Cameron Road, a distance of 1528.86 feet to the **POINT OF BEGINNING** and containing 50.122 acres of land more or less.

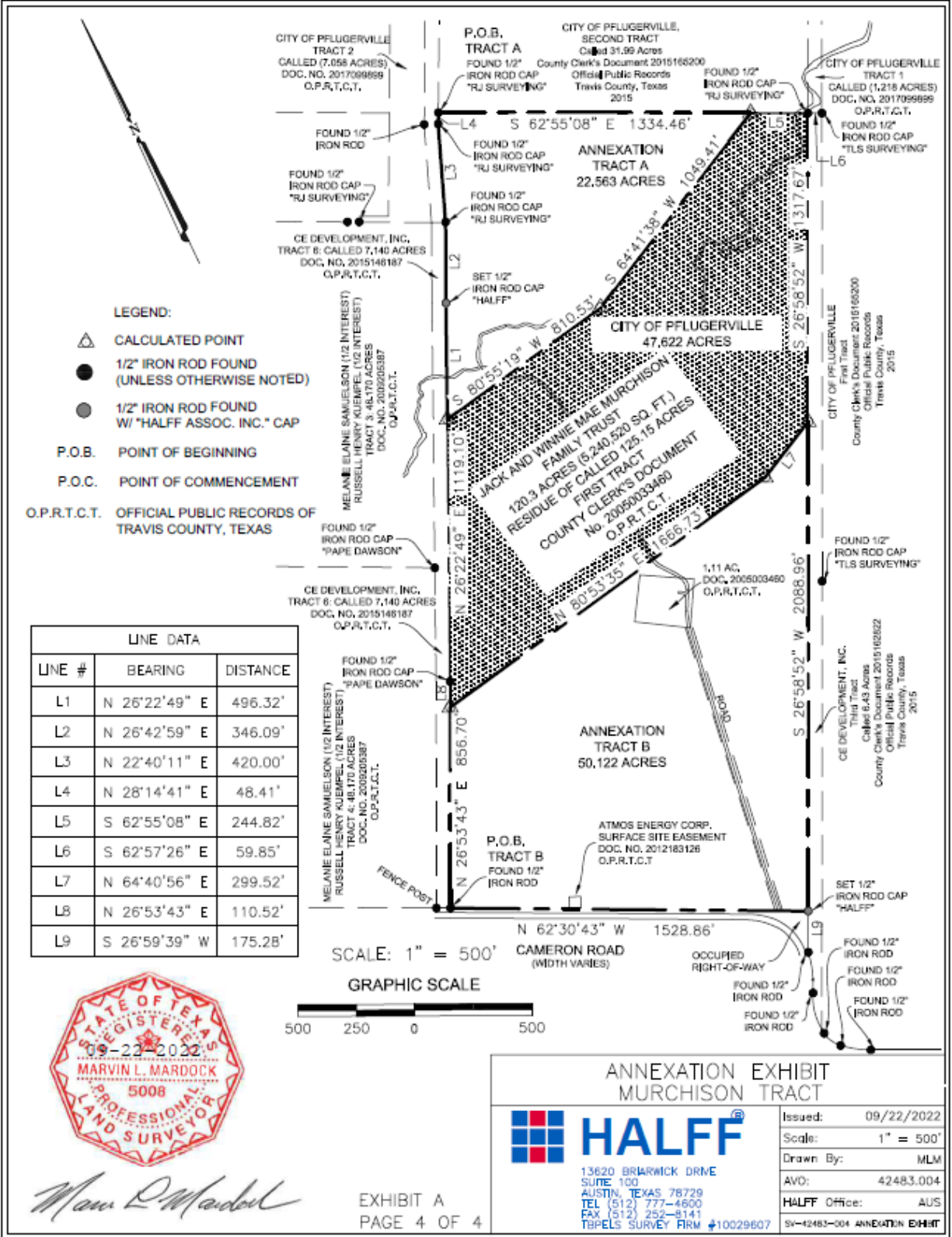


09-22-2022

Compiled by Marvin L. Mardock
Registered Professional Land Surveyor No. 5008
State of Texas.
Halff Associates, Inc.
Firm No. 10029607
13620 Briarwick Drive, Suite 100
Austin, Texas 78729
512-777-4600



EXHIBIT "B"



Marvin L. Mardock

SERVICE PLAN AGREEMENT FOR PROPERTY ANNEXED

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF PFLUGERVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A POST-ANNEXATION PROVISION OF SERVICES AGREEMENT WITH JACK AND WINNIE MAE MURCHISON FAMILY PARTNERSHIP, LTD, (LANDOWNER), PROVIDING THAT UPON ANNEXATION THE CITY WILL PROVIDE STANDARD CITY SERVICES TO A TRACT OF LAND TOTALING APPROXIMATELY 50.122 ACRES OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO.66, ABSTRACT NO.162 AND A TRACT OF LAND TOTALING APPROXIMATELY 22.563 ACRES OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162, TRAVIS COUNTY, TEXAS, WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION.

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

WHEREAS, pursuant to Texas Local Government Code Section 43.0672, the City must first negotiate and enter into a written agreement with the owners of land in the area for the provision of City services; and

WHEREAS, pursuant to the City Charter, Section 4.01 (c) 10, the City Manager may, if authorized by the City Council, sign any contract, conveyance or other document; and

WHEREAS, the City Council of the City of Pflugerville has determined it necessary to enter into a post-annexation provision of services agreement pursuant to State law.

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

Section 1.

That 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 and findings of fact.

Section 2.

That the City Council of the City of Pflugerville, Texas hereby authorizes and directs the City Manager to execute a post-annexation provision of services agreement, and initiate annexation proceedings, with Tim Timmerman ("Landowner"), in substantially the form as the agreement attached hereto as Exhibit A, providing that upon annexation the City will provide standard City services to a tract of land totaling approximately 50.122 acres of land situate in the William Caldwell Survey No.66, Abstract No.162 and a tract of land totaling approximately 22.563 acres of land situated in the William Caldwell Survey No. 66, Abstract No. 162, Travis County, Texas, within the City's extraterritorial jurisdiction.

Section 3.

That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED this ____ day of November, 2022.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Victor Gonzales, Mayor

ATTEST:

Trista Evans, City Secretary

APPROVED AS TO FORM:

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

Exhibit A
Post-Annexation Services Agreement

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 Jack and Winnie Mae Murchison Family Partnership, LTD, (“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 50.122 acre (2,183,302,520 square feet) tract of land situated in the William Caldwell Survey No. 66, Abstract No. 162, in Travis County, Texas and a 22.563 acre (982,840 square feet) tract of land situated in the William Caldwell Survey No. 66, Abstract 162, 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. 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. 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 provides fire protection service to the Annexed Area.

2. The City provides 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.

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 ____ day of _____ 2022.

CITY OF PFLUGERVILLE

ATTEST:

by: _____
Sereniah Breland, City Manager

by: _____
Trista Evans, City Secretary

Date: _____

Date: _____

APPROVED AS TO FORM:

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

PROPERTY OWNER(S):

Jack and Winnie Mae Murchison Family Partnership, LTD

By: Debby Krueger

Name (Print): Debby Krueger

Title: President and MANAGER of the general partner

Date: October 10, 2022

EXHIBIT "A"

PROPERTY/ANNEXED AREA