Exhibit "B"

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 Willard Hebbe, individually and as executor of the Estate of Julia Hebbe, Russell H. Kuempel, Melanie E. Samuelson, Marilyn L. Smith, Nancy T. Robertson, Roberta Blumberg Kuempel, Robert H. Kuempel, David K. Johnson, Mary K. Johnson Hackerman, and Diane R. Johnson ("Landowners"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

Recitals

WHEREAS, the Landowners has requested that the City consider annexation of a tract of land approximately 96.341 acres of land situated in the William Caldwell Survey No. 66, Abstract No. 162, in Travis County, Texas, as specifically described in **Exhibit "A"** ("Property"), which is attached hereto and incorporated herein for all purposes, save and except a portion of the tract which previously has been annexed by the City per Ordinance No. 899-07-08-14; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, the City and the Landowners 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 Landowners 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. <u>Police Protection</u>. 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.

П.

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:

Solid Waste Collection. The City provides residential solid waste collection services within A. 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. <u>Maintenance</u>. 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. <u>Development Regulation</u>. 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.

- A. <u>Capital Improvements</u>. 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. <u>Water and Wastewater Service</u>. 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 theday of2020 | ١. |
|--|------------------------------------|----|
| CITY OF PFLUGERVILLE | ATTEST: | |
| by: Sereniah Breland, City Manager | by: Karen Thompson, City Secretary | |
| Date: | Date: | |
| APPROVED AS TO FORM: | | |
| By: | | |

| Willard Hebbe, Individually and as Executor of the 16301 Cameron Road Pflugerville, Texas 78660 | Estate of Julia Hebbe | | |
|---|-----------------------|-----------|-------------|
| By: Willard Heble, Individually and | a Frank althe | Fester of | Julia Hebbe |
| By: Willand Tebbe, Indivedually and a Date: Dec, 17, 2020 | = | | e |
| Russell H. Kuempel 2201 Miramar Street Wichita Falls, Texas 76308-1234 | | | |
| Ву: | | | |
| Date: | | | |
| Melanie E. Samuelson 701 West Noton Street Pflugerville, Texas 78660 | | | |
| Ву: | | | |
| Date: | | | |
| Marilyn L. Smith 11310 Spicewood Club Drive, Apartment 16 Austin, Texas 78750-2863 | ¥ | | |
| Ву: | | | |
| Date: | • | | st. |
| Nancy T. Robertson 13410 Tacoma Oaks Lane Houston, Texas 77014-1581 | | | |
| Ву: | | | |
| Date: | | | |

| Willard Hebbe, Individually and as Executor of the Estate of Julia Hebbe 16301 Cameron Road Pflugerville, Texas 78660 |
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| Ву: |
| Date: |
| Russell H. Kuempel 2201 Miramar Street |
| Wichita Falls, Texas 76308-1234 By: Russell H Kneryel Date: 12/15/2020 |
| Date: 12/1>/2020 |
| Melanie E. Samuelson 701 West Noton Street Pflugerville, Texas 78660 |
| By: |
| Date: |
| Marilyn L. Smith 11310 Spicewood Club Drive, Apartment 16 Austin, Texas 78750-2863 |
| Ву: |
| Date: |
| Nancy T. Robertson 13410 Tacoma Oaks Lane Houston, Texas 77014-1581 |
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| Date: |
| Melanie E. Samuelson 701 West Noton Street Pflugerville, Texas 78660 |
| By: Melanie E. Samuelson |
| Date: 0201 11, 2020 |
| Marilyn L. Smith 11310 Spicewood Club Drive, Apartment 16 Austin, Texas 78750-2863 |
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| Date: |
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| Marilyn L. Smith 11310 Spicewood Club Drive, Apartment 16 Austin, Texas 78750-2863 |
| By: Marilyn L. Smith |
| By: Marilyn L. Smith |
| Nancy T. Robertson 13410 Tacoma Oaks Lane Houston, Texas 77014-1581 |
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| Date: |

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| Nancy T. Robertson 13410 Tacoma Oaks Lane Houston, Texas 77014-1581 XBy: Mancy Robertson | |
| Date: _12-16- 2025 | |

| Roberta Blumberg Kuempel |
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| Sociality, Texas 78133 |
| Moherta Blunking Lien |
| Date: 12- Ne-2020 |
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| Robert H. Kuempel |
| Comfort Inn, Room 214 |
| 12323 Katy Freeway |
| Houston, Texas 77079 |
| By: |
| Date: |
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| David K. Johnson |
| 436 North Street |
| Columbus, Texas 78934 |
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| By: |
| Date: |
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| Mary K. Johnson Hackerman |
| 3402 Ella Lee Lane |
| Houston, Texas 77027 |
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| Date: |
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| Diane R. Johnson |
| 11512 Tin Cup Drive, #100 |
| Austin, Texas 78750 |
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| Roberta Blumberg Kuempel 1855 Monterrey Oak |
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| Sequin, Texas 78155 |
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| Robert H. Kuempel Comfort Inn, Room 214 12323 Katy Freeway Houston, Texas 77079 By: |
| Date: 12.16-2020 |
| David K. Johnson 436 North Street Columbus, Texas 78934 By: |
| Date: |
| Mary K. Johnson Hackerman 3402 Ella Lee Lane Houston, Texas 77027 |
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| Diane R. Johnson 11512 Tin Cup Drive, #100 Austin, Texas 78750 |
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| | David K. Johnson 436 North Street Columbus, Texas 78934 By: Date: |
| X | Mary K. Johnson Hackerman 3402 Ella Lee Lane Houston, Texas 77027 By Many & Johnson Fackerman Date: 12-16-2020 |
| | Diane R. Johnson 11512 Tin Cup Drive, #100 Austin, Texas 78750 By: |
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| Date: |
| Robert H. Kuempel Comfort Inn, Room 214 12323 Katy Freeway Houston, Texas 77079 By: |
| Date: |
| David K. Johnson 436 North Street Columbus, Texas 78934 |
| By: Date: |
| Mary K. Johnson Hackerman 3402 Ella Lee Lane Houston, Texas 77027 By: |
| Date: |
| Diane R. Johnson 11512 Tin Cup Drive, #100 Austin, Texas 78750 |
| By: Dinne R. Johnson |
| Date: 12-17-20 |

EXHIBIT "A"

PROPERTY/ANNEXED AREA

Approximately 96.341 acres of land situated within the William Caldwell Survey No. 66, Abstract No. 162, save and except a portion of the tract which previously has been annexed by the City per Ordinance No. 899-07-08-14.

EXHIBIT "A"

County: Travis Page 1 of 5
Project: Kuempel Annexation August 14, 2020

Halff AVO: 37800.001

A METES AND BOUNDS DESCRIPTION OF 96.341 ACRES (APPROX. 4,196,618 SQ. FT.) IN THE WILLIAM CALDWELL SURVEY NO. 66, ABSTRACT NO. 162, TRAVIS COUNTY, TEXAS, BEING ALL OF TRACT 3, A CALLED 48.170 ACRE TRACT OF LAND CONVEYED TO MELANIE ELAINE SAMUELSON (1/2 INTEREST) AND RUSSELL HENRY KUEMPEL (1/2 INTEREST) IN AN EXECUTOR'S DEED DATED DECEMBER 8TH 2009, RECORDED IN DOCUMENT NO. 2009205387 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF TRACT 4, ALSO A CALLED 48.170 ACRE TRACT OF LAND, CONVEYED TO MELANIE ELAINE SAMUELSON (1/2 INTEREST) AND RUSSELL HENRY KUEMPEL (1/2 INTEREST) IN AN EXECUTOR'S DEED DATED DECEMBER 8TH 2009, RECORDED IN DOCUMENT NO. 2009205387 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 96.341 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the northerly right-of-way line of Cameron Road (locally known as a 60 foot right-of-way) at the southeast corner of a called 1.005 acre tract of land conveyed to Ann Attal in Document No. 2016055801 of the Official Public Records of Travis County, Texas, for the southwest corner of said 48.17 acre Samuelson/Kuempel Tract 4 and southwest corner of the herein described tract of land;

THENCE North 27°13'19" East, with the west line of the said 48.17 acre Samuelson/Kuempel Tract 4 and said 48.17 acre Samuelson/Kuempel Tract 3, being the east line of the said 1.005 acre Attal tract, the east line of the remainder of a called 6.365 acre tract conveyed to CE Development, Inc. in Document No. 2015146187 of the Official Public Records of Travis County, Texas, the east line of Carmel West Phase 2, Section 5, a subdivision of record in Document No. 201900220 of the Official Public Records of Travis County, Texas, a distance of 1842.55 feet to a disturbed 1/2-inch iron rod found in the west line of said 48.17 acre Samuelson/Kuempel Tract 3, being the east line of Lot 45, Block A of said Carmel West Phase 2, Section 5;

THENCE North 26°57'05" East, continuing with the west line 48.17 acre Samuelson/Kuempel Tract 3, being the east line of Lot 45, Block A of said Carmel West Phase 2, Section 5, the east right-of-way line of Monrovia Lane (50' public right-of-way), and an easterly line of Lot 41, Block D of Carmel West Phase 2, Section 1, a subdivision of record in Document No. 201800338 of the Official Public Records of Travis County, Texas, at a distance of 19.60 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most easterly common corner of Lots 44 and 45, Block A of Carmel West Phase 2, Section 5, at an additional distance of 125.11 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the northeast corner of said Lot 44, being the southeast corner of Monrovia Lane, at an additional distance of 664.21 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most easterly common corner of Lots 20 and 21, Block D of said Carmel West Phase 2, Section 5, at an additional distance of 84.53 feet passing a found 1/2-inch iron rod at the most easterly common corner of Lots 19 and 20, Block D of said Carmel West Phase 2, Section 5, in all a distance of 1088.93 feet to a 1/2-inch iron rod with "Halff" cap set for the northwest corner of said 48.17 acre Samuelson/Kuempel Tract 3, being a common corner with Lot 41, Block D of said Carmel West Phase 2, Section 1, from which a disturbed 5/8-inch iron rod found bears North 62°34'25" West, a distance of 2.06 feet;

THENCE South 62°34'25" East, with the north line of said 48.17 acre Samuelson/Kuempel Tract 3, being the south line of Lot 41, Block D, the south right-of-way line of Caperi Drive (50' public right-of-way), and the south line of a called 7.058 acre tract of land conveyed to the City of Pflugerville in Document No. 2017099899 of the Official Public Records of Travis County, Texas, at a distance of 1059.67 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the southeast corner of said Lot 41, Block D, being the southwest corner of the Caperi Drive right-of-way, at an additional distance of 50.08 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the southeast corner of the Caperi Drive right-of-way, being the southwest corner of the said

EXHIBIT "A"

County: Travis Page 2 of 5
Project: Kuempel Annexation August 14, 2020

Halff AVO: 37800.001

7.058 acre City of Pflugerville Tract, in all, a distance of 1418.70 feet to a 1/2-inch iron with "Halff" cap set in the south line of the said 7.058 acre City of Pflugerville Tract for the northeast corner of the said 48.17 acre Samuelson/Kuempel Tract 3, being the northwest corner of the remainder of a called 7.140 acre tract of land conveyed to CE Development, Inc. in Document No. 2015146187 of the Official Public Records of Travis County, Texas;

THENCE with the west line of said 7.140 acre City of Pflugerville tract, being the east lines of the said 48.17 acre Samuelson/Kuempel Tract 3 and the said 48.17 acre Samuelson/Kuempel Tract 4, the following three (3) courses and distances:

- 1. South 26°42'47" West, a distance of 344.16 feet to a 1/2-inch iron rod with "Halff" cap set from which, a 1/2-inch iron rod with "Pape-Dawson" cap found bears South 17°42'43" West, a distance of 2.08 feet;
- 2. South 26°22'22" West, a distance of 1615.82 feet to a 1/2-inch iron rod with "Halff" cap set;
- 3. South 26°53'14" West, a distance of 966.61 feet to a 1/2-inch iron rod with "Halff" cap set in the north right-of-way line of Cameron Road, at the southwest corner of the said 7.140 acre City of Pflugerville tract, for the southeast corner of the said 48.17 acre Samuelson/Kuempel Tract 4 and southeast corner of the herein described tract of land;

THENCE North 62°46'45" West, with the north right-of-way line of Cameron Road, being the south line of the said 48.17 acre Samuelson/Kuempel Tract 4, a distance of 1446.21 feet to the **POINT OF BEGINNING** and containing 96.341 acres of land, more or less, within these metes and bounds.

NOTES:

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.0001, scaled about 0,0. Units: U.S. Survey Feet. Date of Field Survey: July 7, 2020.

I, Curtis W. Watts, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

08/14/20

Date

Curtis Wayne Watts, R.P.L.S.

Registered Professional Land Surveyor

Texas Registration No. 6614

Halff Associates, Inc., TBPELS Firm No. 10029607

12 WI

9500 Amberglen Blvd., Bldg. F, Suite 125

Austin, Texas 78729 512-777-4600

Project No.:37800.001 08/14/2020

03 of 05



