

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 Timmerman & Hagn 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 tract of land approximately 11.66 acres of land situated in the Seffrin Eiselin Survey No. 4, Abstract No. 265, 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):

Timmerman & Hagn, Ltd.

By: _____

Name (Print): Timothy Timmerman

Title: Pres of GP

Date: 8/18/22

EXHIBIT "A"

PROPERTY/ANNEXED AREA

**CITY OF PFLUGERVILLE
TRAVIS COUNTY, TEXAS
ANNEXATION
11.660 ACRES
METES AND BOUNDS DESCRIPTION**

LEGAL DESCRIPTION: BEING 11.660 ACRES OF LAND LOCATED IN THE SEFRIN EISELIN SURVEY NO. 4, ABSTRACT NO. 265, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A 236.03 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TIMMERMAN & HAGN, LTD., RECORDED IN DOCUMENT NO.2004025617, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 11.660 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the southeast line of said Sefrin Eislen Survey No. 4, the northwest line of J.P. Sherwood Survey, for an interior corner of Annexing Ordinance No. 768-04-12-28, recorded in Document No. 2005001913, of the said Official Records, for the east corner of said remainder tract, for the east corner hereof, from which a 1/2 inch iron rod with aluminum cap marked "TXDOT" at a 6 inch pine fence post found in the southwest right-of-way line of State Highway 130, bears North 27°01'18" East, a distance of 436.50 feet;

THENCE SOUTH 27°01'18" WEST, along the southeast line of said Sefrin Eislen Survey No. 4, the northwest line of said J.P. Sherwood Survey, a northwest line of said Annexing Ordinance No. 768-04-12-28, the southeast line of said remainder tract, **A DISTANCE OF 326.71 FEET** to a point in the southwest line of the approximate limits of the Special Flood Hazard Area subject to inundation by the 1% annual chance flood, Zone A, as per the National Flood Insurance Program Flood Insurance Rate Map #48453C0290J, effective date of August 18, 2014, for the south corner hereof, from which a 1/2 inch iron rod found in the southeast line of said Sefrin Eislen Survey No. 4, the northwest line of said J.P. Sherwood Survey, a northwest line of said Annexing Ordinance No. 768-04-12-28, the southeast line of said remainder tract, bears South 27°01'18" West, a distance of 1016.87 feet, and another 1/2 inch iron rod found in the northeast right-of-way line of Pecan Street, the northeast line of Annexing Ordinance No. 1123-12-11-27, recorded in Document No. 2013161427, of the said Official Records, for the south corner of said remainder tract, the west corner of said Annexing Ordinance No. 768-04-12-28, bears South 27°01'18" West, a distance of 1132.99 feet;

THENCE crossing said Sefrin Eislen Survey No. 4 and said remainder tract, and along the southwest line of the approximate limits of the said Zone A, the following sixty-four (64) courses and distances:

1. NORTH 28°26'38" WEST, A DISTANCE OF 87.15 FEET;

2. NORTH 49°33'14" WEST, A DISTANCE OF 24.96 FEET;
3. NORTH 18°07'48" WEST, A DISTANCE OF 50.75 FEET;
4. NORTH 23°47'34" EAST, A DISTANCE OF 63.57 FEET;
5. NORTH 41°15'25" EAST, A DISTANCE OF 17.22 FEET;
6. NORTH 18°51'17" EAST, A DISTANCE OF 21.35 FEET;
7. NORTH 10°30'56" WEST, A DISTANCE OF 62.17 FEET ;
8. NORTH 18°13'07" WEST, A DISTANCE OF 41.00 FEET ;
9. NORTH 14°41'47" WEST, A DISTANCE OF 42.81 FEET ;
10. NORTH 28°46'20" WEST, A DISTANCE OF 46.11 FEET ;
11. NORTH 25°51'46" WEST, A DISTANCE OF 42.15 FEET ;
12. NORTH 28°35'58" WEST, A DISTANCE OF 26.29 FEET ;
13. NORTH 30°27'23" WEST, A DISTANCE OF 39.44 FEET ;
14. NORTH 33°10'55" WEST, A DISTANCE OF 21.77 FEET ;
15. NORTH 35°55'16" WEST, A DISTANCE OF 18.79 FEET ;
16. NORTH 16°43'47" WEST, A DISTANCE OF 19.76 FEET ;
17. NORTH 13°57'31" WEST, A DISTANCE OF 18.95 FEET ;
18. NORTH 27°53'23" WEST, A DISTANCE OF 18.51 FEET ;
19. NORTH 29°11'44" WEST, A DISTANCE OF 18.98 FEET ;
20. NORTH 29°43'38" WEST, A DISTANCE OF 19.24 FEET ;
21. NORTH 19°02'10" WEST, A DISTANCE OF 19.68 FEET ;
22. NORTH 08°53'37" WEST, A DISTANCE OF 18.88 FEET ;
23. NORTH 19°55'19" WEST, A DISTANCE OF 19.19 FEET ;
24. NORTH 18°26'16" WEST, A DISTANCE OF 19.18 FEET ;
25. NORTH 14°40'51" WEST, A DISTANCE OF 18.57 FEET ;
26. NORTH 16°33'14" WEST, A DISTANCE OF 18.76 FEET ;
27. NORTH 26°11'05" WEST, A DISTANCE OF 19.34 FEET ;
28. NORTH 29°09'37" WEST, A DISTANCE OF 19.57 FEET ;
29. NORTH 32°19'01" WEST, A DISTANCE OF 19.41 FEET ;
30. NORTH 28°35'48" WEST, A DISTANCE OF 18.73 FEET ;
31. NORTH 14°21'38" WEST, A DISTANCE OF 19.66 FEET ;
32. NORTH 16°36'25" WEST, A DISTANCE OF 18.94 FEET ;
33. NORTH 21°22'23" WEST, A DISTANCE OF 19.10 FEET ;
34. NORTH 36°25'14" WEST, A DISTANCE OF 19.28 FEET ;
35. NORTH 29°17'18" WEST, A DISTANCE OF 19.36 FEET ;
36. NORTH 85°13'47" WEST, A DISTANCE OF 31.01 FEET ;
37. NORTH 20°57'27" EAST, A DISTANCE OF 19.39 FEET ;
38. NORTH 03°51'43" EAST, A DISTANCE OF 17.96 FEET ;
39. NORTH 20°13'58" WEST, A DISTANCE OF 19.16 FEET ;
40. NORTH 11°32'26" WEST, A DISTANCE OF 18.07 FEET ;
41. SOUTH 89°48'36" WEST, A DISTANCE OF 25.72 FEET ;
42. NORTH 35°00'27" WEST, A DISTANCE OF 25.81 FEET ;
43. NORTH 48°49'50" WEST, A DISTANCE OF 28.10 FEET ;
44. NORTH 57°32'37" WEST, A DISTANCE OF 20.68 FEET ;

45. NORTH 58°47'47" WEST, A DISTANCE OF 20.40 FEET ;
46. NORTH 38°40'33" WEST, A DISTANCE OF 23.69 FEET ;
47. NORTH 55°13'34" WEST, A DISTANCE OF 35.44 FEET ;
48. NORTH 42°48'50" WEST, A DISTANCE OF 19.45 FEET ;
49. NORTH 17°32'06" WEST, A DISTANCE OF 31.59 FEET ;
50. NORTH 30°41'05" WEST, A DISTANCE OF 29.03 FEET ;
51. NORTH 31°32'58" WEST, A DISTANCE OF 27.29 FEET ;
52. NORTH 33°42'19" WEST, A DISTANCE OF 32.40 FEET ;
53. NORTH 21°48'47" WEST, A DISTANCE OF 19.92 FEET ;
54. NORTH 13°09'50" WEST, A DISTANCE OF 41.22 FEET ;
55. NORTH 68°54'15" WEST, A DISTANCE OF 19.03 FEET ;
56. NORTH 50°03'22" WEST, A DISTANCE OF 19.63 FEET ;
57. NORTH 57°01'48" WEST, A DISTANCE OF 19.84 FEET ;
58. NORTH 08°33'06" WEST, A DISTANCE OF 33.10 FEET ;
59. NORTH 67°10'32" WEST, A DISTANCE OF 18.12 FEET ;
60. NORTH 81°35'35" WEST, A DISTANCE OF 18.78 FEET ;
61. NORTH 61°32'32" WEST, A DISTANCE OF 19.58 FEET ;
62. NORTH 76°09'08" WEST, A DISTANCE OF 19.32 FEET ;
63. NORTH 43°51'49" WEST, A DISTANCE OF 19.22 FEET ;
64. NORTH 78°57'22" WEST, A DISTANCE OF 13.28 FEET to a point in the southeast line of Annexing Ordinance No. 1417-19-11-26, recorded in Document No. 2019190325, of the said Official Records, the northwest line of said remainder tract, for the west corner hereof, from which a 5/8 inch iron rod found in the east line of that certain 93.166 acre tract described in Document No. 2020025995, of the said Official Records, bears South 29°57'11" West, a distance of 1897.69 feet;

THENCE NORTH 27°39'21" EAST, along the southeast line of said Annexing Ordinance No. 1417-19-11-26, the northwest line of said remainder tract, **A DISTANCE OF 653.66 FEET** to a point in the southwestern line of Annexing Ordinance No. 768-05-05-10, recorded in Document No. 2005094826, of the said Official Records, for an east corner of said Annexing Ordinance No. 1417-19-11-26, for the north corner of said remainder tract, for the north corner hereof, from which a 1/2 inch iron rod with cap found for the east corner of said 93.166 acre tract, bears South 30°26'50" West, a distance of 379.82 feet;

THENCE along the southwestern line of said Annexing Ordinance No. 768-05-05-10, the northeastern line of said remainder tract, the following three (3) courses and distances:

1. SOUTH 02°17'00" WEST, A DISTANCE OF 153.04 FEET;
2. SOUTH 26°52'09" EAST, A DISTANCE OF 448.97 FEET;
3. SOUTH 42°06'03" EAST, A DISTANCE OF 195.44 FEET to a point in the southwest line of said Annexing Ordinance No. 768-04-12-28, for the south

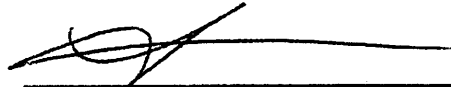
corner of said Annexing Ordinance No. 768-05-05-10, in the northeast line of said remainder tract, for a point in the northeast line hereof;

THENCE SOUTH 14°13'44" EAST, along the southwest line of said Annexing Ordinance No. 768-04-12-28, the northeast line of said remainder tract, **A DISTANCE OF 968.56 FEET** to the **POINT OF BEGINNING** containing 11.660 acres more or less.

Note: Bearings, distances and acreage shown hereon are GRID, NAD 83, Texas Central Zone and are derived from GPS techniques.

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.



THAIS WATSON AHLSTRAND
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6359
CROSS TEXAS LAND SERVICES, INC.
1715 ENFIELD ROAD, #101
AUSTIN, TEXAS 78703
(512) 965-2878

5/24/2022
DATE

