

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 Hagn & Timmerman, 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 126.952 acres of land situated in the T.S. Barnes Survey No. 46, Abstract No. 67, in Travis County, Texas, as specifically described in **Exhibit "A"** ("Property"), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, the City and the Landowner must enter into a written agreement identifying a list of public services to be provided to the Property and a schedule for provision of the same; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with the Texas Local Government Code prior to the City's consideration of an ordinance annexing the Property, it being understood and agreed to by the Parties that annexation of the Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Property (the "Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.

The Parties hereto acknowledge and agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part hereof for all purposes.

Section 2.

The following service list and schedule ("Service Plan") represents the provision of services agreed to between the Landowner of the Property and the City establishing a program under which the City will provide municipal services to the Property (referred to hereinafter as the "Annexed Area") on the Effective Date of this Agreement, as required by § 43.0672 of the Texas Local Government Code, which will be provided at a level consistent with service levels provided to other similarly-situated areas within the City:

I.

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. Upon annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection and Emergency Medical Service.
 - 1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 - 2. The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area upon annexation.
 - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. Upon annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density and characteristics. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

Upon annexation, the City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. Solid Waste Collection. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and various private refuse collection companies. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Annexed Area requesting the service after the date of annexation, provided that a privately owned solid waste management service provider ("POSWMSP") is unavailable. In the event that the Annexed Area is already receiving service, or desires to receive service from a POSWMSP, the City may not prohibit solid waste collection by the POSWMSP, nor may the City offer solid waste collection services for a period of two years following the effective date of the annexation unless a POSWMSP is or becomes unavailable, as established by Texas Local Government Code § 43.0661. If a landowner uses the services of a POSWMSP or services are available from a POSWMSP during the two years following annexation, the City will not provide solid waste collection services to that landowner.
- B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area upon the effective date of annexation:

1. **Water and wastewater facilities** that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
 2. **Public streets and right-of-ways.** The City provides street repairs, improvements, inspections, street lighting and traffic control devices. This City does not maintain private streets or private right-of-ways or other public owned streets under the ownership and control of another public entity.
 3. **Publicly owned parks, playgrounds, and swimming pools.** The City will maintain and operate City-owned land and facilities within the Annexed Area.
 4. **Other public easement, facilities or buildings,** including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements not under the ownership and control of another public entity. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will periodically inspect facilities and perform maintenance on facilities in the Annexed Area as necessary to ensure continued functionality of the facilities through the year. Any unacceptable conditions that exist in the drainage areas and are reported to the City of Pflugerville between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works and Parks and Recreation Departments.
- C. Development Regulation. The City will impose and enforce zoning, subdivision development, site development and building code regulations within the Annexed Area upon the effective date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.
- D. Other Services. City recreational facilities, including parks and library, will be available for use by landowners or residents of the Annexed Area on the same basis as those facilities are available to current City landowners and residents. City residents receive program preference for some City programs. Other City services including Animal Control, Code Enforcement, Municipal Court and General Administration services will be also be available to landowners and residents in the Annexed Area on the same basis those facilities are available to current City landowners and residents. All other services contemplated herein will be available upon the effective date of annexation.

III.

- A. Capital Improvements. Capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as amended, which are incorporated herein by reference.
- B. Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City, water and wastewater service to such areas will be subject to service extension regulations and policies provided in the City's Unified Development Code, as amended.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation, unless subsequent agreements are entered into between the City and the other utility providers.

IV.

- A. In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Service Plan and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.

Section 3.

General Terms.

- 1. Binding Effect/Authority. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.
- 2. Choice of Law. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.
- 3. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- 4. Legal Construction. If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

5. Entire Agreement. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

Executed and Agreed to by the Parties on this the ____ day of _____ 2020.

CITY OF PFLUGERVILLE

ATTEST:

by: _____
Sereniah Breland, City Manager

by: _____
Karen Thompson, City Secretary

Date: _____

Date: _____

APPROVED AS TO FORM:

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

PROPERTY OWNER(S):

Hagn & Timmerman, LTD

By: _____

Name (Print): TIMOTHY TIMMERMAN

Title: PRESIDENT OF TTEH, GENERAL PARTNER OF

Date: 10/2/2020

HAGN & TIMMERMAN
LTD.

EXHIBIT "A"

PROPERTY/ANNEXED AREA

EXHIBIT "A"

County: Travis
Project: RNDC/HeliosWay
Halff AVO: 36677.004

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A METES AND BOUNDS DESCRIPTION OF 126.952 ACRES (APPROX. 5,530,062 SQ. FT.) OUT OF AND A PORTION OF THE T.S. BARNES SURVEY NO. 46, ABSTRACT NO. 67, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE CALLED 165.15 ACRES OF LAND DESCRIBED IN THE FOLLOWING WARRANTY DEEDS TO HAGN & TIMMERMAN, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.); VOLUME 10398, PAGE 907, DATED JUNE 17, 1987; VOLUME 10398, PAGE 911 AND VOLUME 10398, PAGE 915, DATED JULY 17, 1987 AND VOLUME 10398, PAGE 919, DATED JULY 20, 1987; SAID 126.952 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found in the southwesterly right-of-way line of E. Pecan Street (right-of-way width varies) at the most easterly corner of the remainder of the said 165.15 acre Hagn & Timmerman, Ltd. tract, being the most easterly corner of the remainder of the said 75.30 acre TACK Development tract, for the most northerly corner of the herein described tract of land;

THENCE South 28°16'34" West, with the southeast line of the said 165.15 acre Hagn & Timmerman, Ltd. tract and northwest line of said 75.30 acre TACK Development tract, at distance of 1448.04 feet passing a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set at the most northerly corner of a 0.4513 acre Driveway Easement recorded in Document No. 2019193775 of the Official Public Records of Travis County, Texas, being the most easterly corner of a 1.416 acre Driveway Easement recorded in Document No. 2019193775, in all a distance of 1528.09 feet, a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set at the most easterly corner of a called 33.000 acre tract of land conveyed to Republic National Distributing Company, L.L.C. in Document No. 2019196373 of the Official Public Records of Travis County, Texas, being the most westerly corner of a 0.4513 acre Driveway Easement recorded in Document No. 2019193775 of the Official Public Records of Travis County, Texas, also being the most southerly corner of a 1.416 acre Driveway Easement also recorded in Document No. 2019193775 of the Official Public Records of Travis County, Texas, for an interior corner of the herein described tract of land, from which a 1/2-inch iron rod with "G&R Surveying" cap found in the northeast line of a called 2.56 acre tract of land conveyed to the City of Pflugerville in Volume 9236, Page 954, R.P.R.T.C.T. for the most southerly corner of the said 165.15 acre City of Pflugerville tract, at the most southerly corner of the said 33.000 acre tract of land, the most westerly corner of a called 75.30 acre tract of land conveyed to TACK Development, Ltd. in Document No. 2003232092 of the Official Public Records of Travis County, Texas bears South 28°16'34" West, a distance of 1865.71 feet;

THENCE crossing the said 165.15 acre Hagn & Timmerman, Ltd. tract, with the northeast line of the said 33.000 acre Republic National Distributing Company, L.L.C. tract, being the southwest line of the said 1.416 acre Driveway Easement and northeast line of the said 33.000 acre Republic National Distributing Company, L.L.C. tract, the following two (2) courses and distances:

1. North 59°41'48" West, a distance of 562.60 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set for point of curvature;
2. with said curve, to the right, having a radius of 871.64 feet, a delta angle of 13°39'32", an arc length of 207.79 feet and a chord which bears North 52°52'02" West, a distance of 207.30 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set for an interior corner of the herein described tract of land, being the most northerly corner of the said 33.000 acre Republic National Distributing Company, L.L.C. tract;

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THENCE continuing across the said 165.15 acre Hagn & Timmerman, Ltd. tract with the northwest line of the said 33.000 Republic National Distributing Company, L.L.C. tract, the following two (2) courses and distances:

1. South 27°46'38" West, a distance of 1385.55 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set;
2. North 62°13'22" West, a distance of 15.00 feet to a 1/2-inch iron rod with "Wallace Group" cap found at the most easterly corner of a called 19.00 acre tract of land conveyed to the City of Pflugerville in Volume 9236, Page 954 of the Real Property Records of Travis County, Texas;

THENCE North 62°18'37" West, with the common line of the said 165.15 acre Hagn & Timmerman, Ltd. tract and the said 19.00 acre City of Pflugerville tract, a distance of 1478.24 feet to an old 1/2-inch iron rod found buried approx. 1.5 feet, in the southeast line of a called 130.81 acre tract of land conveyed to Timmerman Farms, Ltd. in Document No. 2004240372 of the Official Public Records of Travis County, Texas, for the most westerly corner of the said 165.15 acre Hagn & Timmerman, Ltd. tract and the most northerly corner of the said 19.00 acre City of Pflugerville tract;

THENCE with the common line of the said 130.81 acre Timmerman Farms, Ltd. and the said 165.15 acre Hagn & Timmerman, Ltd. tract, the following two (2) courses and distances:

1. North 27°44'40" East, a distance of 2128.31 feet to a 1/2-inch iron rod found;
2. North 27°44'20" East, a distance 510.72 feet to a 1/2-inch iron rod found at the most westerly common corner of a 0.464 acre tract and a 0.064 acre tract conveyed to Eric Hodgson and Joann Hodgson in Volume 11847, Page 1471, Real Property Records of Travis County, Texas;

THENCE leaving the common line of the said 130.81 acre Timmerman Farms, Ltd. and the said 165.15 acre Hagn & Timmerman, Ltd. tract, over and across the said 165.15 acre Hagn & Timmerman, Ltd. tract with lines of the said 0.064 acre Hodgson tract, the following three (3) courses and distances:

1. South 62°48'14" East, a distance of 19.94 feet to a 1/2-inch iron rod found at the most southerly corner of the said 0.064 acre Hodgson tract;
2. North 27°46'21" East, a distance of 139.89 feet to a 1/2-inch iron rod found at the most easterly corner of the said 0.064 acre Hodgson tract;
3. North 62°35'31" West, a distance of 19.98 feet to a 1/2-inch iron rod found at the most northerly corner of the said 0.064 acre Hodgson tract, being a point in the common line of the said 130.81 acre Timmerman Farms, Ltd. and the said 165.15 acre Hagn & Timmerman, Ltd. tract;

THENCE North 27°44'20" East, with the common line of the said 130.81 acre Timmerman Farms, Ltd. and the said 165.15 acre Hagn & Timmerman, Ltd. tract, a distance of 277.56 feet to a Mag nail with washer stamped "Halff Associates, Inc." set in the southwest right-of-way line of E. Pecan

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Street at the most easterly common corner of the remainder of the said 130.81 acre Timmerman Farms, Ltd. tract and the said 165.15 acre Hagn & Timmerman, Ltd. tract;

THENCE with the southwest right-of-way line of E. Pecan Street, being the northeast line of the remainder of the said 165.15 acre Hagn & Timmerman, Ltd. tract, the following four (4) courses and distances:

1. with a curve to the right, having a radius of 3912.00 feet, a delta angle of $03^{\circ}51'57''$, an arc length of 263.94 feet, and a chord bearing South $54^{\circ}38'54''$ East, a distance of 263.89 feet;
2. South $52^{\circ}42'56''$ East, a distance of 1196.45 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set for point of curvature;
3. with said curve, to the left, having a radius of 1288.00 feet, a delta angle of $14^{\circ}40'48''$, an arc length of 330.01 feet and a chord which bears South $60^{\circ}03'18''$ East, a distance of 329.10 feet to a 1/2-inch iron rod with cap stamped "Halff Associates, Inc." set for point of curvature;
4. South $67^{\circ}23'40''$ East, a distance of 506.53 feet to the **POINT OF BEGINNING** and containing 126.952 acres (approx. 5,530,062 sq. ft.) acres of land, more or less, within these metes and bounds.

NOTES:

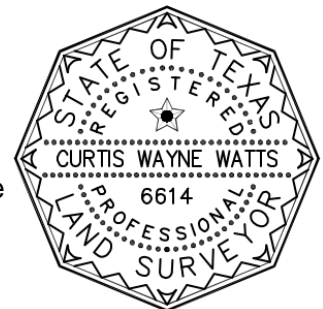
Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.0001. Units: U.S. Survey Feet. Date of Field Survey: September 2, 2020.

I, Curtis Wayne 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.

10/01/2020

Date

Curtis Wayne Watts, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6614
Halff Associates, Inc., TBPLS Firm No. 10029607
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, Texas 78729 512-777-4600



[] RECORD INFORMATION
VOL. 11847, PG. 1471
{{ }} RECORD INFORMATION
FROM DOC. 2007185111

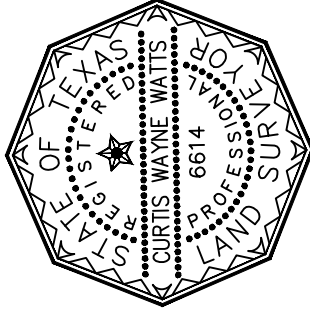
LINE	BEARING	DISTANCE
L1	N62°28'49"W (N60°14'10"W)	32.79' (32.80')
L2	N27°46'38"E (N30°30'00"E)	538.05' (538.05')
L3	N62°13'22"W	15.00'
L4	N27°44'20"E (N30°01'50"E)	510.72'
L5	S62°48'14"E [S59°58'10"E]	19.94' [20.00']
L6	N27°46'21"E [N30°01'50"E]	139.89' [140.00']
L7	N62°35'31"W [N59°58'10"W]	19.98' [20.00']
L8	N27°44'20"E [S30°01'50"W]	277.56' ** [380.41'] **
L9	N27°44'20"E [N30°01'50"E]	139.97' [140.00']
L10	S67°23'40"E {S67°23'41"E}	506.53' {506.49'}

NOTE:

THERE MAY BE ADDITIONAL EASEMENTS OF RECORD
NOT SHOWN HEREON WHICH MAY AFFECT THE
SUBJECT PROPERTY

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	871.64'	13°39'32"	207.79'	N52°52'02"W	207.30'
C2	3912.00' {{3912.00'}}	3°51'57"	263.94' {{263.92'}}	S54°38'54"E {{N54°38'55"W}}	263.89' {{263.87'}}
C3	1288.00' {{1288.00'}}	14°40'48"	330.01' {{329.98'}}	S60°03'18"E {{S60°03'19"E}}	329.10' {{329.08'}}

**DISTANCE OF 380.41' - DISTANCE OF 102.85 FEET IN DOC. NO. 2007158111 = 277.56'



10/01/2020



9500 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TEXAS 78725
TEL (512) 777-4600
FAX (512) 252-8141

ANNEXATION EXHIBIT
T.S BARNES SURVEY NO. 46, ABSTRACT NO. 67
TRAVIS COUNTY, TEXAS

Project No.: 36677.04
Issued: 10/01/2020
36677.04 ANNEXATION
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