

**RESOLUTION NO. 2023-41**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 0.98 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

**WHEREAS**, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

**WHEREAS**, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and

**WHEREAS**, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

**SECTION ONE:** 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 TWO:** The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 0.98 acres of land, more or less, out of the Greenbury Gates Survey No. 63,

Abstract No. 315 in Travis County, Texas, being all of that certain (0.98 acre) tract of land as conveyed to Terrell Timerman by Quitclaim Deed recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas; said 0.98 acre tract being more particularly described in Exhibit "A."

A public hearing is set for the date of January 3, 2024. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

**SECTION THREE:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**SECTION FOUR:** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**CITY OF MANOR, TEXAS:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**Exhibit "A"**  
**Subject Property Description**  
**+/- 0.98 Acres**

**HOLT CARSON, INCORPORATED**

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

Texas Licensed Surveying Firm Registration No. 10050700

e-mail: [survey@hciaustin.com](mailto:survey@hciaustin.com)

October 28, 2023

**FIELD NOTE DESCRIPTION OF 0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

**BEGINNING FOR REFERENCE** at a ½" iron rod found in the Southeast right-of-way line of F.M. Highway 973 at the West or Southwest corner of that certain (27.4 acre) tract of land as conveyed to Ozzie Monroe, et ux by Warranty Deed recorded in Volume 5278, Page 1904 of the Official Public Records of Travis County, Texas, same being an angle corner of that certain (31.889 acre) tract of land, identified as "Tract Five" as conveyed to Timmermann Commercial Investments, LP by Special Warranty Deed recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, from which a ½" iron rod found at the South or Southeast corner of said (27.4 acre) Monroe tract, same being an angle corner of said (31.889 acre) Timmermann "Tract Five" bears, S 62 deg. 03'39" E 636.26 ft.;

**THENCE** with the Southeast right-of-way line of F.M. Highway 973 and with the Northwest line of said (31.889 acre) Timmermann "Tract Five" S 27 deg. 44'25" W 645.16 ft. to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at an angle corner of said (31.889 acre) Timmermann "Tract Five", same being the Northwest corner of that certain (0.98 acre) tract of land as conveyed to Terrell Timmermann by Quitclaim Deed Recorded in Volume 7335, Page 448 of the Deed Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract;

**THENCE** leaving the Southeast right-of-way line of F.M. Highway 973 with the common lines of said (31.889 acre) Timmermann "Tract Five" and said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **S 62 deg. 16'52" E 72.63 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set for the Northeast corner of said (0.98 acre) Timmermann tract, same being the Northeast corner of the herein described tract;

**0.98 Acre**

**End of Page 1 of 2**

- 2.) **S 12 deg. 04'31" W 347.04 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set in the North right-of-way line of U.S. Highway 290 at the Southwest corner of said (31.889 acre) Timmermann "Tract Five", same being the Southeast corner of said (0.98 acre) Timmermann tract and being the Southeast corner of the herein described tract;

**THENCE** with the North right-of-way line of U.S. Highway 290 and with the South line of said (0.98 acre) Timmermann tract, **S 87 deg. 12'05" W 101.08 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Incorporated" set at the intersection of the North right-of-way line of U.S. Highway 290 and the Southeast right-of-way line of F.M. Highway 973, same being the Southwest corner of said (0.98 acre) Timmermann tract and being the Southwest corner of the herein described tract, from which a ½" iron rod found at the intersection of the North right-of-way line of U.S. Highway 290 and the Northwest right-of-way line of F.M. Highway 973 bears, **S 87 deg. 12'05" W 442.22 ft.** (direct tie) ;

**THENCE** leaving the North right-of-way line of U.S. Highway 290 with the Southeast right-of-way line of F.M. Highway 973 and with the Southwest and Northwest lines of said (0.98 acre) Timmermann tract, the following two (2) courses:

- 1.) **N 13 deg. 22'55" W 120.54 ft.** to a ½" iron rod set with a plastic cap imprinted "Holt Carson, Incorporated";
- 2.) **N 27 deg. 44'25" E 294.68 ft.** to the **PLACE OF BEGINNING** and containing **0.98 acre** of land.

SURVEYED: October 10, 2022

Holt Carson  
Registered Professional Land Surveyor No. 5166  
Reference Map: A 1130016



SCALE: 1" = 100'

Orientation for this survey is based upon the State Plane Coordinate System (4203- Texas Central Zone) All distances shown hereon are surface values.

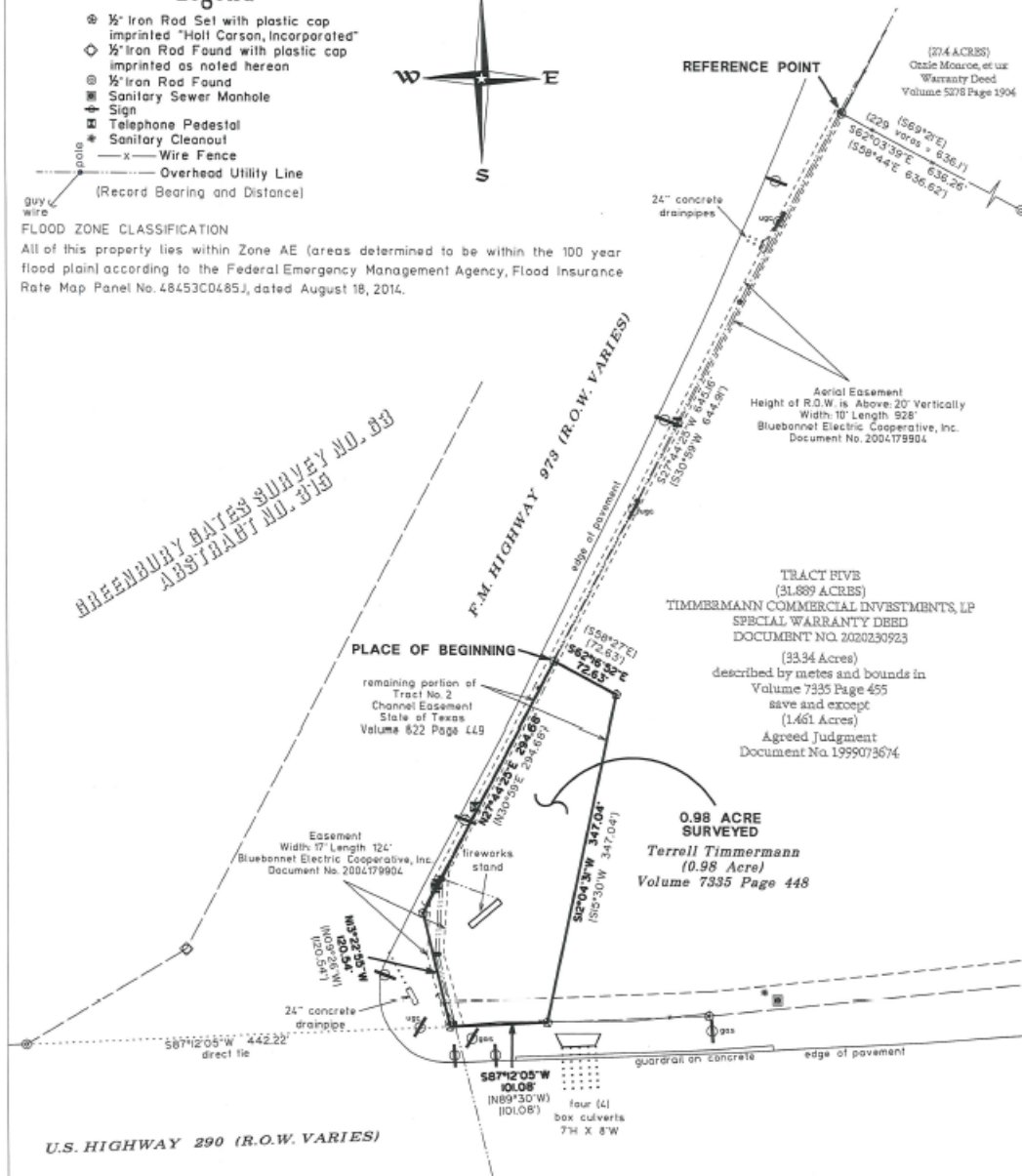
### Legend

- ⊗ 1/2" Iron Rod Set with plastic cap imprinted "Holt Carson, Incorporated"
  - ⊙ 1/2" Iron Rod Found with plastic cap imprinted as noted hereon
  - ⊕ 1/2" Iron Rod Found
  - ⊠ Sanitary Sewer Manhole Sign
  - ⊞ Telephone Pedestal
  - ⊛ Sanitary Cleanout
  - x— Wire Fence
  - Overhead Utility Line
- (Record Bearing and Distance)



#### FLOOD ZONE CLASSIFICATION

All of this property lies within Zone AE (areas determined to be within the 100 year flood plain) according to the Federal Emergency Management Agency, Flood Insurance Rate Map Panel No. 48453C0485J, dated August 18, 2014.



#### SURVEY MAP OF

0.98 ACRE OF LAND OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (0.98 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMANN BY QUITCLAIM DEED RECORDED IN VOLUME 7335, PAGE 448 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

see accompanying field note description

SURVEYED: OCTOBER 10, 2022.

BY

*Holt Carson*

Holt Carson

Registered Professional Land Surveyor No. 5166



**HOLT CARSON, INCORPORATED**  
**PROFESSIONAL LAND SURVEYORS**  
 1904 FORTVIEW ROAD  
 AUSTIN, TX 78704  
 (512) 442-0990

Texas Licensed Surveying Firm Registration No. 10050700

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**Exhibit "B"**  
**Agreement Regarding Post-Annexation Provision of Services**  
**For Property to be Annexed into the City of Manor**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and \_\_\_\_\_, (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “Subject Property”);

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

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

**WHEREAS**, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

**WHEREAS**, the City and the Landowner agree each will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;



**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. Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached and as described in **Exhibit A** attached hereto and incorporated herein.

**Section 2. Services.** The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(a) **General Municipal Services.** Pursuant to the requests of the Landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

(1) Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property 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.

(2) Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City

may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

(4) Animal control as follows:

Service by present personnel, equipment and facilities, or by contract with a third party, as provided within the City.

(5) Maintenance of City-owned parks and playgrounds within the City.

(6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

(7) Maintenance of other City facilities, buildings and service.

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A'" with the intent to rezone the Subject Property upon request of the Landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

(1) Water service and maintenance of water facilities as follows:

(A) Inspection of water distribution lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity (“CCN”) for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City’s water utility system, the Subject Property’s Landowner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the Effective Date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property’s Landowner requests and is able to connect to the City’s water utility system.

(2) Wastewater service and maintenance of wastewater service as follows:

(A) Inspection of sewer lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City’s wastewater utility system, the Subject Property’s Landowner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued

use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

(A) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(ii) Routine maintenance as presently performed by the City.

(B) The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by City ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in (3)(A)(i)&(ii) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement

acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

**Section 3. Term.** The term of this Agreement is ten (10) years from the Effective Date.

**Section 4. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

**Section 5. Authorization.** All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

**Section 6. 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.

**Section 7. 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.

**Section 8. Choice of Law.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Travis County, Texas.

**Section 9. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Landowner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 10. Enforcement; Waiver.** This Agreement may be enforced by Landowner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 11. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

**Section 12. 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.

**Section 13. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 14. 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.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**LANDOWNER(S):**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LANDOWNER(S):**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Exhibit A**  
**Subject Property Description**