

**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 Christophe & Lisa Robin, ("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 City 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. The City shall cover the costs for the wastewater line extension in accordance with the Development and Annexation Agreement. After the initial wastewater extension costs are covered by the City, requests for new or additional wastewater line extensions requested 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.

(d) **Wastewater Improvements.** The following wastewater improvements shall be initiated prior to the *Effective Date of the annexation and completed after annexation: the Wastewater Line Project* attached hereto as **Exhibit B** and as further described in that certain Development and Annexation Agreement entered into by the Parties on the 10 of April 2023.

**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.

**Section 15. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to wastewater service to the Subject Property by the City.

*[signature pages follow]*

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

ATTEST:

THE CITY OF MANOR, TEXAS

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

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

LANDOWNER(S):

By:



Name (print): Christophe Robin

Title: Owner

Date: 04/10/2023

LANDOWNER(S):

By:



Name (print): Lisa Robin

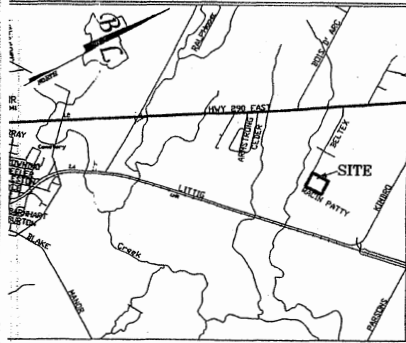
Title: Owner

Date: 04/10/2023



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



VICINITY MAP  
NOT TO SCALE

END  
 1/2" IRON REBAR FOUND  
 1/2" IRON REBAR FOUND WITH PLASTIC CAP  
 UTILITY POLE  
 DOWN GUY  
 OVERHEAD ELECTRIC  
 UNDERGROUND TELEPHONE MARKER  
 TELEPHONE JUNCTION BOX  
 WATER METER  
 WATER VALVE  
 WASTE WATER CLEANOUT  
 BOLLARD  
 BUILDING LINE  
 RIGHT-OF-WAY  
 EDGE OF PAVEMENT  
 CORRUGATED METAL PIPE  
 PLAT RECORDS OF TRAVIS COUNTY, TEXAS  
 DEED RECORDS OF TRAVIS COUNTY, TEXAS  
 REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS  
 KEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.  
 KEY REFLECTS EASEMENTS AND MATTERS OF RECORD SHOWN IN FOR TITLE G.F. NO. 2519000810, EFFECTIVE SEPTEMBER 10, 2004, COMMONWEALTH LAND TITLE INSURANCE COMPANY, NO ADDITIONAL SURVEY PERFORMED BY BASELINE LAND SURVEYORS, INC. FOR THIS SURVEY.  
 PERTY IS WITHIN THE ZONE X, AREA DETERMINED TO BE OUTSIDE THE 300PLAIN, ACCORDING TO MAP NO. 4845300055E, EFFECTIVE JUNE 16, BY FEMA FOR TRAVIS COUNTY, TEXAS.  
 BASIS: SOUTHEAST RIGHT-OF-WAY LINE OF BELTEX DRIVE, BEING 36° EAST.  
 PERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN 85, PAGE 37, VOLUME 13018, PAGE 872 OF THE REAL PROPERTY TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)  
 PERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN PAGE 167B-168A OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (L.E)  
 PERTY IS SUBJECT TO THE FOLLOWING ACCORDING TO THE PLAT VOLUME 87, PAGE 167B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS:  
 FIVE (25) FOOT BUILDING LINE ALONG THE WESTERLY PROPERTY SHOWN HEREON.  
 FIVE (25) FOOT BUILDING LINE ALONG THE SOUTHERLY PROPERTY LINE OF LOT 1. (SHOWN HEREON)  
 PERTY IS SUBJECT TO AN EASEMENT CONVEYED TO MANSVILLE WATER CORPORATION RECORDED IN VOLUME 8641, PAGE 911 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)  
 PERTY IS SUBJECT TO THE MINERAL AND ROYALTY INTEREST IN REAL PROPERTY RECORDED IN VOLUME 8096, PAGE 644 OF THE REAL PROPERTY TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)  
**LAND SURVEYOR'S CERTIFICATION:**  
 I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE OWN OF THE PARTIES HEREOF, ON OCTOBER 22, 2004, UNDER MY DIRECTION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THERE ARE NO APPARENT ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, OR UNRECORDED RIGHTS OF WHICH I AM AWARE, UNLESS SHOWN ON THIS PLAT, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS BEEN DEDICATED RIGHT-OF-WAY OR ACCESS EASEMENT AS SHOWN HEREON.  
 Bruce W. Bryant  
 PROFESSIONAL LAND SURVEYOR  
 AS NO. 5289

LOT 3  
(8.059 AC.)

MANOR VILLA ESTATES  
VOL. 83, PG. 188 C-D  
P.R.T.C.T.

LOT 4  
(7.055 AC.)

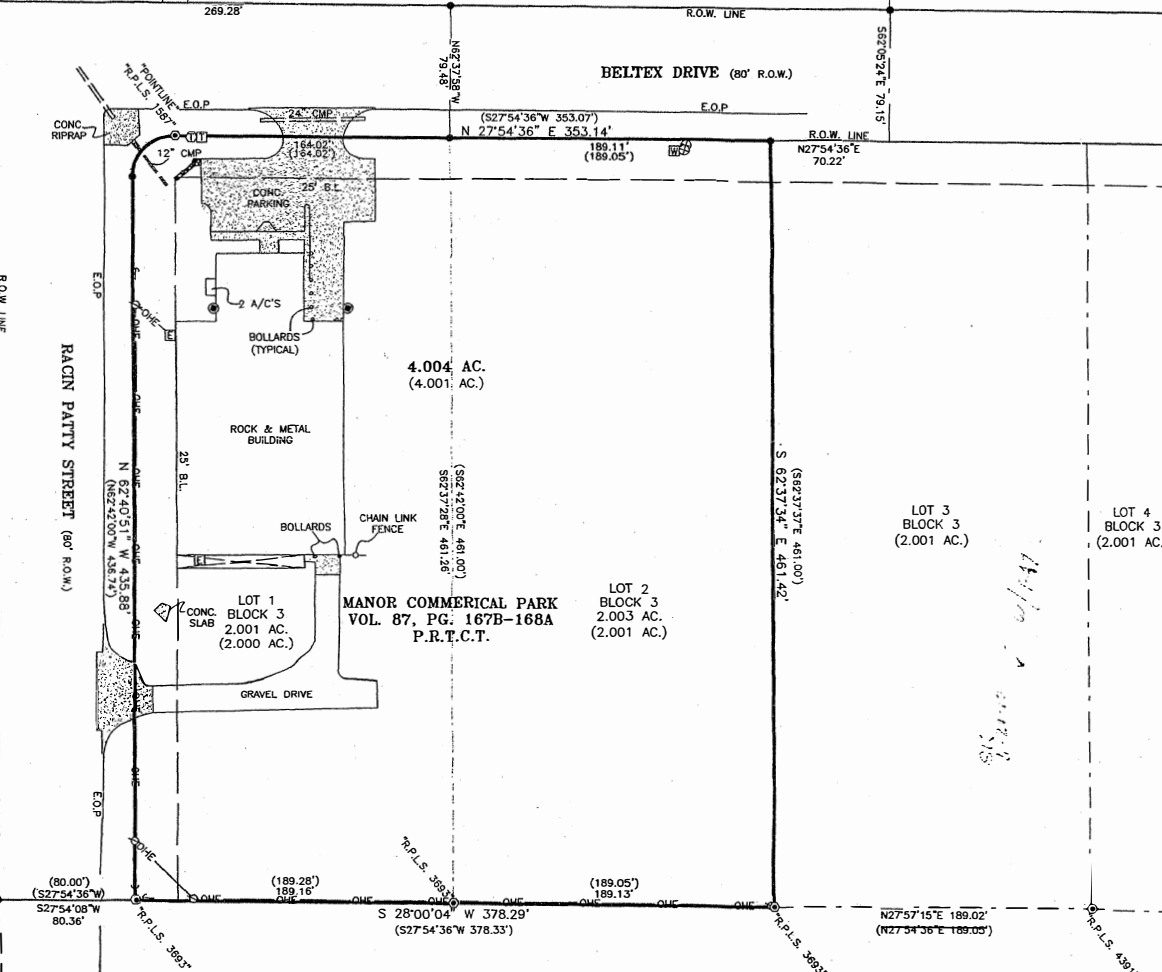
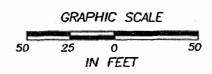
LOT 5  
(7.879 AC.)



LOT 5  
BLOCK 1  
(4.060 AC.)

LOT 4  
BLOCK 1  
(2.000 AC.)

MANOR COMMERCIAL PARK  
VOL. 87, PG. 167B-168A  
P.R.T.C.T.



MANOR COMMERCIAL PARK  
VOL. 87, PG. 167B-168A  
P.R.T.C.T.

147.37 AC.  
PATTY MADDOX  
VOL. 12093, PG. 1205  
R.P.R.T.C.T.

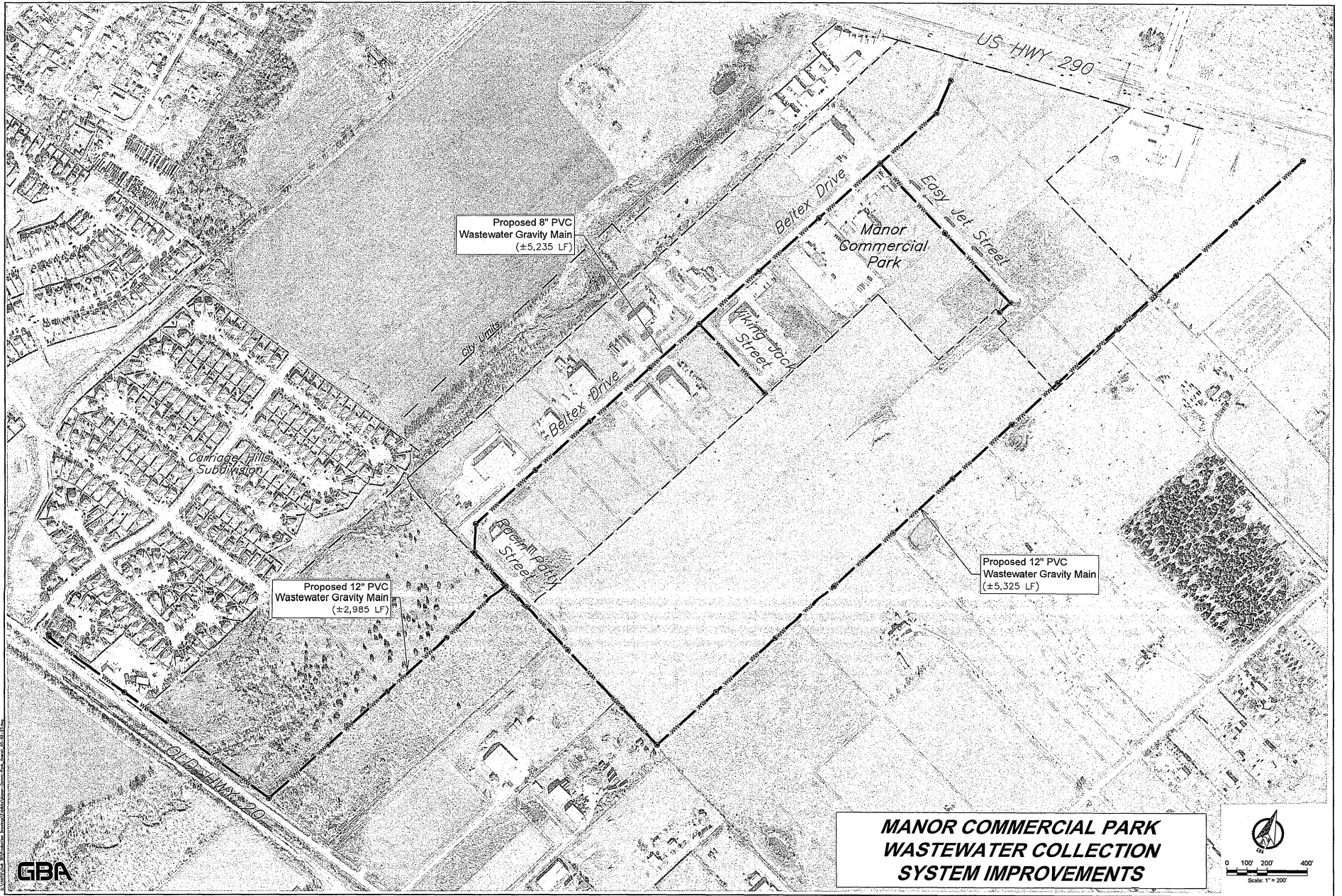
DESCRIBED IN  
VOL. 8096, PG. 789  
D.R.T.C.T.

BASELINE LAND SURVEYORS, INC.  
PROFESSIONAL LAND SURVEYING SERVICES  
8000 ANDERSON SQUARE ROAD, SUITE 110  
AUSTIN TEXAS 78757  
OFFICE: 512.374.9722 FAX: 512.456.4762  
bruce-baseline@austin.rr.com

LAND TITLE SURVEY OF LOT ONE AND LOT TWO, BLOCK 3, MANOR COMMERCIAL PARK, A SUBDIVISION OF RECORD IN VOLUME 87, PAGE 167-B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS

File: Proj00230303-Memor-Dmg020303-Manor.dwg	Scale (Inch): 1"=50'	Scale (Metric): 1"=00'
Job No.:	Date: 10/22/04	Checked By: WBH
Drawn By: RGH	Revision 1:	Revision 2:
Revision 3:	Revision 4:	
<b>SHEET</b>		
01 of 01		

**Exhibit B**  
**Wastewater Line Project**



Proposed 8" PVC  
Wastewater Gravity Main  
(±5,235 LF)

Proposed 12" PVC  
Wastewater Gravity Main  
(±2,985 LF)

Proposed 12" PVC  
Wastewater Gravity Main  
(±5,325 LF)

**MANOR COMMERCIAL PARK  
WASTEWATER COLLECTION  
SYSTEM IMPROVEMENTS**

