

**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 __Najib Wehbe a (“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; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *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:

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:

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

A. 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.

B. 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.

C. 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.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. 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.

G. Maintenance of other City facilities, buildings and service.

H. 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.

(2) **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:

A. Water service and maintenance of water facilities as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 properties' owner 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 properties as required in City ordinances. Upon acceptance of the water lines within the subject properties 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 properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 properties' owner 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 properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties 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 owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) 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:

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

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

(ii) 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:

(A) As provided in C(i)(A)&(B) above;

(B) 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;

(C) 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

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

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **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.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **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.

(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.

(7) **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.

(8) **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.

(9) **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.

(10) **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):

NAJIB WEHBE

By: _____

Name (print): NAJIB WEHBE

Title: OWNER

Date: 03-25-2024

Subject Property Description

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS

Texas Licensed Surveying Firm Registration No. 10050700

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

E-mail: survey@hciaustin.com

“TRACT 2”

January 11, 2022

FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

THENCE leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

1.273 Acres

End of Page 1 of 3

THENCE leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

THENCE leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

- 1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
- 2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, **N 05 deg. 33'26" E 544.61 ft.**;

THENCE leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft.** to a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

1.273 Acres
Page 3 of 3

THENCE leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

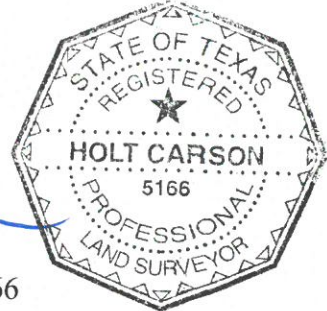
SURVEYED: September 18, 2021

BY:



Holt Carson

Registered Professional Land Surveyor No. 5166



Reference Map B1092102

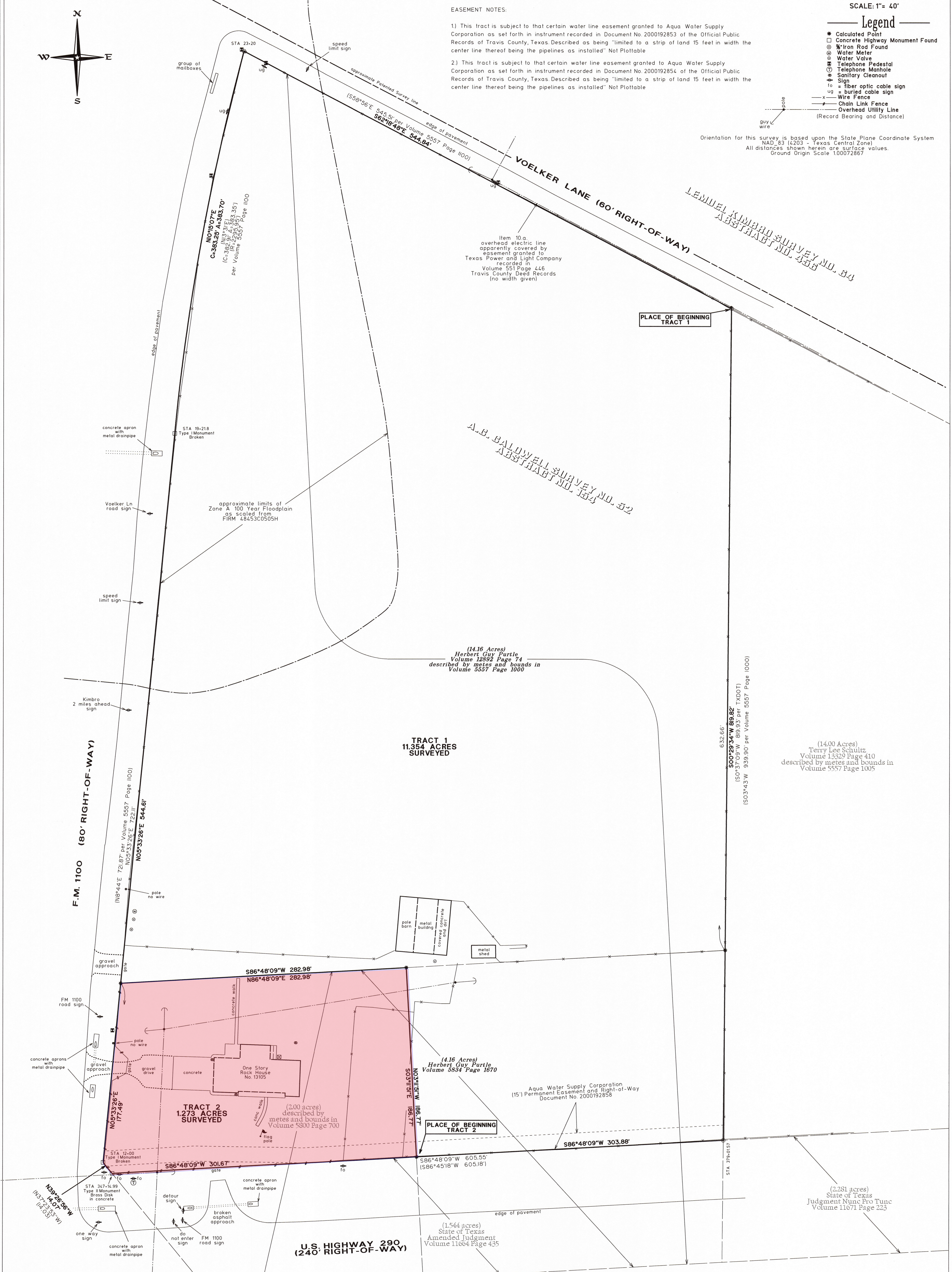
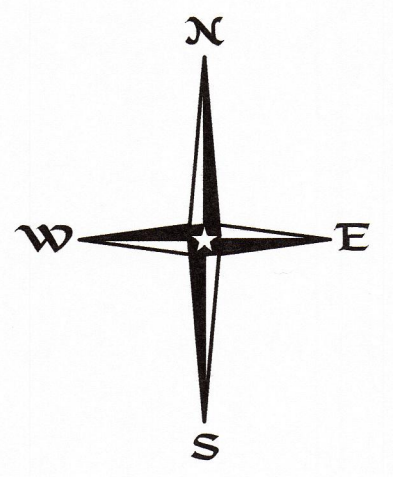
Legend

- Calculated Point
 - ⊠ Concrete Highway Monument Found
 - ⊙ Iron Rod Found
 - ⊕ Water Meter
 - ⊕ Water Valve
 - ⊕ Telephone Pedestal
 - ⊕ Telephone Manhole
 - ⊕ Sanitary Cleanout
 - ⊕ Sign
 - ⊕ = fiber optic cable sign
 - ⊕ = buried cable sign
 - ⊕ Wire Fence
 - ⊕ Chain Link Fence
 - ⊕ Overhead Utility Line
- (Record Bearing and Distance)

Orientation for this survey is based upon the State Plane Coordinate System NAD 83 (4203 - Texas Central Zone). All distances shown herein are surface values. Ground Origin Scale 1:00072867

EASEMENT NOTES:

- 1) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192853 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable
- 2) This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192854 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable



STATE OF TEXAS
 COUNTY OF TRAVIS

The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts, encroachments, shortages in area, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and said property abuts a dedicated road. A portion of this property lies within Zone A (areas determined to be within the 100 year flood plain) according to Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 48453C0505 H, dated September 26, 2008. THIS the 18th day of September A.D., 2021.



SURVEY PLAT OF
 TRACT 1 - 11,354 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING OF A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 2 - 1,273 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THAT CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

LOCATED AT 13105 F.M. 1100

see accompanying field note descriptions

HOLT CARSON, INCORPORATED
 PROFESSIONAL LAND SURVEYORS
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 AUSTIN, TX 78704
 (512) 442-0990
 Texas Licensed Surveying Firm Registration No. 10050700