



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, January 10, 2023

Agenda Language:

Consider and take appropriate action regarding the Annexation of a portion of Gregg Lane by the City of Manor. (Commissioner Travillion)

Prepared By/Phone Number: David Hunter, Assistant Director - Public Works, 512-854-4660

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s): Commissioner Travillion, Precinct One

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The City of Manor annexed the adjacent tract of land by Ordinance 634 on January 19, 2022, and annexing this portion of the roadway would permit the City to plan for future improvements, construct and maintain improvements, install utilities, and control driveway access as development occurs. Pursuant to Section 43.106 of the Texas Local Government Code (TLGC), if a municipality wants to annex a tract of land, it also has to annex the full width of the adjacent right-of-way containing the county road. The TLGC goes on to stipulate in Section 43.1005 that if a municipality seeks to annex a roadway, the annexation must be authorized by the Commissioners Court. The City of Manor is requesting that the Travis County Commissioners Court consent to their annexation of approximately 3,057 feet in length portion of Gregg Lane. This portion of the roadway is further described in the attached exhibits.

Staff Recommendations:

TNR staff recommends that the Commissioners Court consent to the proposed annexation.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

The annexation will remove the subject right-of-way from Travis County Maintenance.

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Sydnia Crosbie	Chief Deputy	TNR	(512) 854-7682
Patrick Krishock	Financial Manager,	TNR	(512) 854-7675
	Sr		

David Greear, P.E. Public Works TNR (512) 854-7660
Director

CC

Jennifer Hopgood County Attorney CA (512) 854-9415

Attachments:

1. Travis County Annexation Request Gregg Lane
2. Manor - Petition to annex Gregg Lane ROW
3. 22-2051 GREGG LANE ANNEXATION EXHIBIT
4. 22-2051 GREGG LANE ANNEXATION SURVEY
5. 634 Annexation Ordinance_Enfield 134.529 acres



David P. Hunter
Travis County
Transportation & Natural Resources
Assistant Public Works Director
Road and Bridge Maintenance
P.O. Box 1748
Austin, TX 78767-1748

Gregg Lane Annexation Request

Mr. Hunter,

The City of Manor is requesting from Travis County a voluntary annexation petition for a portion of Gregg Lane, being approximately 3,057 feet in length and 2.94 acres, and more specifically shown on the enclosed survey and map. The City of Manor recently annexed the adjacent tract of land by Ordinance 634 on January 19, 2022 and annexing this portion of roadway would permit the City to plan for future improvements, construct and maintain improvements, install utilities, and control driveway access as development occurs.

Thank you,

A handwritten signature in black ink, appearing to read 'Scott Moore', written in a cursive style.

Scott Moore
City Manager

Enclosed: Survey (3 pages), Exhibit (1 page), Ordinance 634 (15 Pages)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PETITION FOR VOLUNTARY ANNEXATION
OF PROPERTY INTO THE CITY LIMITS
OF THE CITY OF MANOR, TEXAS**

To the Mayor and City Council of the City of Manor, Texas:


The undersigned owner or agent of a tract of land being a portion of the right-of-way of Gregg Lane in Travis County do hereby request and petition the City of Manor (“City”), pursuant to the Texas Local Government Code, to extend the present corporate limits of the City and annex the right-of-way more fully described in Exhibit A, which description is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. Travis County is the owner or agent of the road right-of-way described in Exhibit A; and
2. This request for annexation of the tract by Manor is made voluntarily.

Travis County

By:

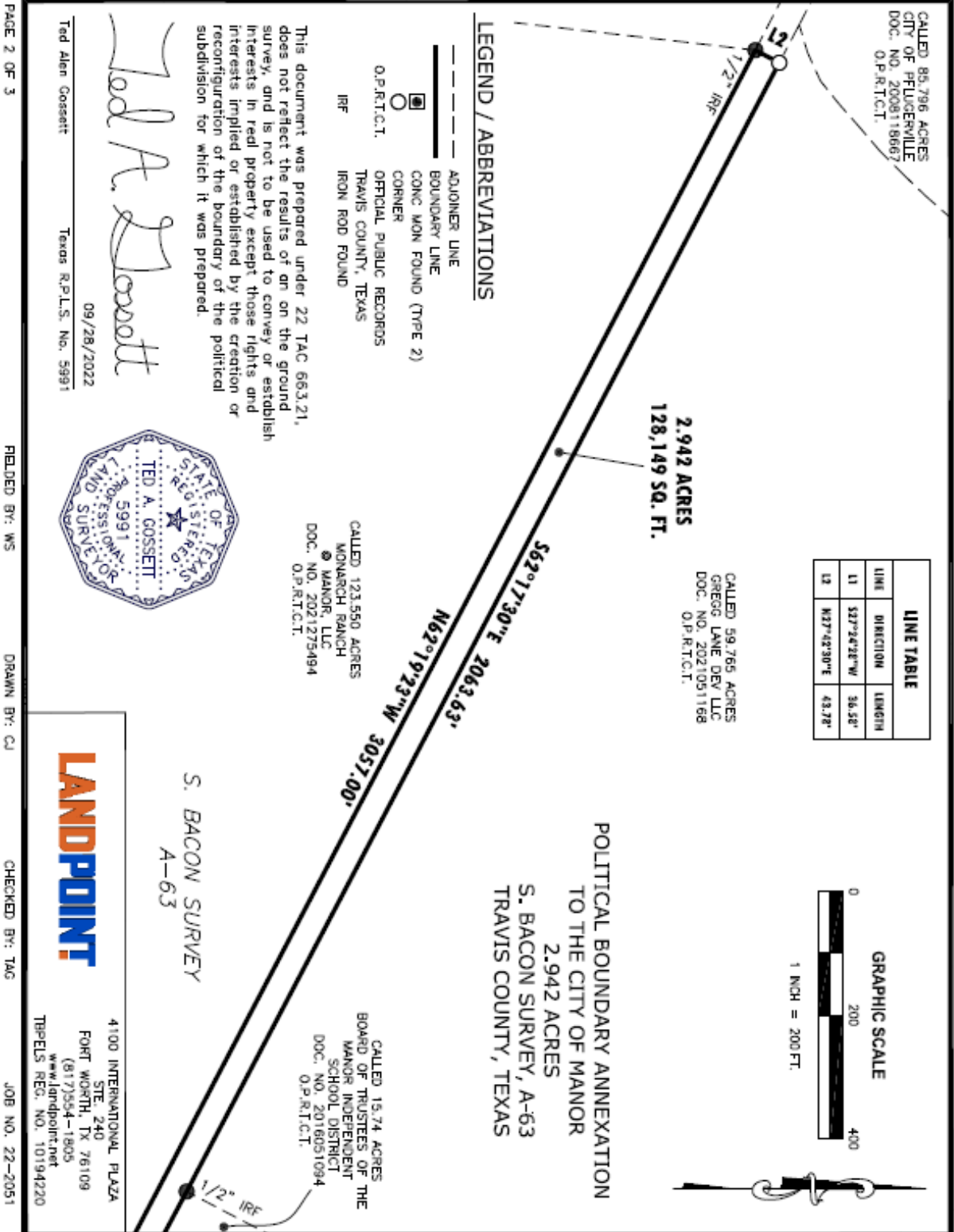
DocuSigned by:

C21317DB291D47D...
Name County Judge

Address: 700 Lavaca St, 2nd Floor
 Austin, TX 78701

Date : 2/3/2023 | 1:51 PM PST

EXHIBIT A
Right of Way Legal Description

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg



CALLED 85,796 ACRES
CITY OF PRUCEVILLE
DOC. NO. 2008118687
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S27°24'28\"/>	



LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- ◻ CONC. MON. FOUND. (TYPE 2)
- CORNER
- OFFICIAL PUBLIC RECORDS
- TRAVIS COUNTY, TEXAS
- IRON ROD FOUND

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Ted A. Gossett
Ted Allen Gossett
09/28/2022
Texas R.P.L.S. No. 5991



CALLED 59,766 ACRES
GREGG LANE DEV. LLC
DOC. NO. 2021051168
O.P.R.T.C.T.

CALLED 123,550 ACRES
MONARCH RANCH
MANOR, LLC
DOC. NO. 2021275494
O.P.R.T.C.T.

POLITICAL BOUNDARY ANNEXATION
TO THE CITY OF MANOR
2.942 ACRES
S. BACON SURVEY, A-63
TRAVIS COUNTY, TEXAS

CALLED 15.74 ACRES
BOARD OF TRUSTEES OF THE
MANOR INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2016051094
O.P.R.T.C.T.

S. BACON SURVEY
A-63



4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TYPELS REG. NO. 101944220

LEGAL DESCRIPTION

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being a part of Gregg Lane, a variable width right-of-way and being more particularly described by mete and bounds and follows:

BEGINNING at the East corner of said tract being described herein at a point in the Northeasterly right-of-way line of said Gregg Lane and the Southeasterly line of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas, from which a concrete monument found in the Northwesterly right-of-way line of F.M. 973 for the South corner of said 36.14 acre tract of land bears S62°05'04"E, a distance of 1002.00 feet;

THENCE S27°24'28"W, over and across said Gregg Lane, a distance of 36.58 feet to a point in the Southwesterly line of said Gregg lane and the Northeasterly line of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch @ Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas for the South corner of said tract herein described;

THENCE N62°19'23"W, with the Southwesterly right-of-way line of said Gregg Lane and the Northeasterly line of said 123.550 acre tract of land, a distance of 3057.00 feet to a 1/2-inch iron rod found for the North corner of said 123.550 acre tract of land and the West corner of said tract herein described;

THENCE N27°42'30"E, over and across said Gregg Lane, a distance of 43.78 feet to a point in the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of that certain called 59.765 acre tract of land described in the deed to Gregg Lane Dev LLC, recorded in Document No. 2021051168, Official Public Records, Travis County, Texas for the North corner of said tract herein described;

THENCE S62°17'30"E, with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 59.765 acre tract of land, a distance of 2063.63 feet to a 1/2-inch iron rod found for the South corner of said 59.765 acre tract of land and the West corner of that certain called 15.74 acre tract of land described in the deed to Board of Trustees of the Manor Independent School District, recorded in Document No. 2016051094, Official Public Records, Travis County, Texas;

THENCE S61°54'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 15.74 acre tract of land, a distance of 601.59 feet to a point for the South corner of said 15.74 acre tract of land and the West corner of said 36.14 acre tract of land;

THENCE S62°05'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 36.14 acre tract of land, a distance of 391.61 feet to the POINT OF BEGINNING and containing 2.942 acres of land.

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg

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Ted A. Gossett

09/28/2022

Ted Allen Gossett Texas R.P.L.S. No. 5991



4100 INTERNATIONAL PLAZA
STE. 240
FORT WORTH, TX 76109
(817)554-1805
www.landpoint.net
TBPELS REG. NO. 10194220

CALLED 85.796 ACRES
CITY OF PFLUGERVILLE
DOC. NO. 2008118667
O.P.R.T.C.T.

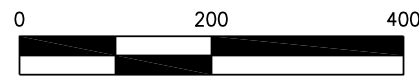
CALLED 59.765 ACRES
GREGG LANE DEV LLC
DOC. NO. 2021051168
O.P.R.T.C.T.

GREGG LANE ROW
ANNEXATION EXHIBIT
TO THE CITY OF MANOR
2.942 ACRES
S. BACON SURVEY, A-63
TRAVIS COUNTY, TEXAS

CALLED 56.567 ACRES
RUST CREEK, LLC
DOC. NO. 2021052028
O.P.R.T.C.T.

**GREGG LANE ROW TO BE
ANNEXED TO THE CITY OF MANOR**

GRAPHIC SCALE



1 INCH = 200 FT.

CALLED 15.74 ACRES
BOARD OF TRUSTEES OF THE
MANOR INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2016051094
O.P.R.T.C.T.

CALLED 36.14 ACRES
UNITED STATES OF AMERICA
DOC. NO. 2014113251
O.P.R.T.C.T.

S. BACON
SURVEY
A-63

MONARCH RANCH
AT MANOR

GREGG LANE

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION EXHIBIT.dwg



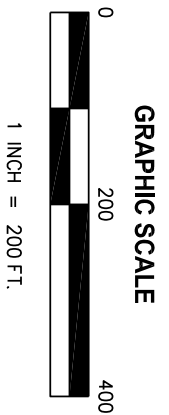
4100 INTERNATIONAL PLAZA
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(817)554-1805
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TBPELS REG. NO. 10194220

CALLLED 15.74 ACRES
BOARD OF TRUSTEES OF THE
MANOR INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2016051094
O.P.R.T.C.T.

CALLLED 123.550 ACRES
MONARCH RANCH
@ MANOR, LLC
DOC. NO. 2021275494
O.P.R.T.C.T.

CALLLED 36.14 ACRES
UNITED STATES OF AMERICA
DOC. NO. 2014113251
O.P.R.T.C.T.

LINE TABLE			
LINE	DIRECTION	LENGTH	
L1	S27°24'28"W	36.58'	
L2	N27°42'30"E	43.78'	



POLITICAL BOUNDARY ANNEXATION
TO THE CITY OF MANOR
2.942 ACRES
S. BACON SURVEY, A-63
TRAVIS COUNTY, TEXAS

LEGEND / ABBREVIATIONS

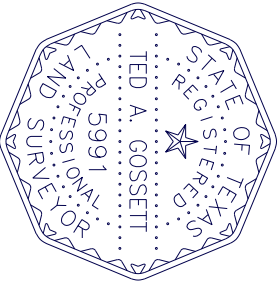
- ADJOINER LINE
- BOUNDARY LINE
- CONC MON FOUND (TYPE 2)
- CORNER
- O.P.R.T.C.T.
- OFFICIAL PUBLIC RECORDS
- TRAVIS COUNTY, TEXAS
- IRF
- IRON ROD FOUND

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Ted A. Gossett

09/28/2022

Ted Allen Gossett Texas R.P.L.S. No. 5991



S. BACON SURVEY
A-63

CALLLED 7.267 ACRES
TRACT 1
PAYNE TRAVIS, LLC
DOC. NO. 2022077341
O.P.R.T.C.T.

F.M. 973
(VARIABLE WIDTH R.O.W.)

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TBPELS REG. NO. 10194220

CALLED 85,796 ACRES
CITY OF PFLUGERVILLE
DOC. NO. 2008118667
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S27°24'28"W	36.58'
L2	N27°42'30"E	43.78'

CALLLED 59,765 ACRES
GREGG LANE DEV LLC
DOC. NO. 2021051168
O.P.R.T.C.T.

2.942 ACRES
128,149 SQ. FT.



GRAPHIC SCALE



LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- CONC MON FOUND (TYPE 2)
- CORNER
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
- TRAVIS COUNTY, TEXAS
- IRF IRON ROD FOUND

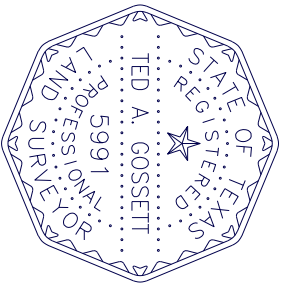
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CALLLED 123,550 ACRES
MONARCH RANCH
© MANOR, LLC
DOC. NO. 2021275494
O.P.R.T.C.T.

CALLLED 15,74 ACRES
BOARD OF TRUSTEES OF THE
MANOR INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2016051094
O.P.R.T.C.T.

POLITICAL BOUNDARY ANNEXATION
TO THE CITY OF MANOR
2.942 ACRES
S. BACON SURVEY, A-63
TRAVIS COUNTY, TEXAS

S. BACON SURVEY
A-63



Ted A. Gossett

09/28/2022

Ted Allen Gossett

Texas R.P.L.S. No. 5991



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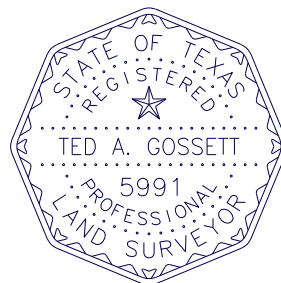
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THENCE S61°54'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 15.74 acre tract of land, a distance of 601.59 feet to a point for the South corner of said 15.74 acre tract of land and the West corner of said 36.14 acre tract of land;

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Ted A. Gossett

09/28/2022

Ted Alen Gossett

Texas R.P.L.S. No. 5991



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STE. 240
FORT WORTH, TX 76109
(817)554-1805
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TBPELS REG. NO. 10194220

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg

ORDINANCE NO. 634

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 134.529 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Manor, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS:

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being a 134.529, more or less, acre tract of land situated in the S. Bacon Survey, Abstract Number 63, Travis County, Texas out of that certain called 146.75 acre tract of land described in deed of record in Document No. 2019013312, Travis County Official Public Records, said 134.529 acres being more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

ORDINANCE NO. 634

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

SECTION 6. That the Annexed Property shall be temporarily zoned Agricultural District “A” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 5th day of January 2022.

FINALLY PASSED AND APPROVED on this 19th day of January 2022.

THE CITY OF MANOR, TEXAS



Dr. Christopher Harvey,
Mayor

ATTEST:



Lluvia T. Almaraz, TRMC
City Secretary



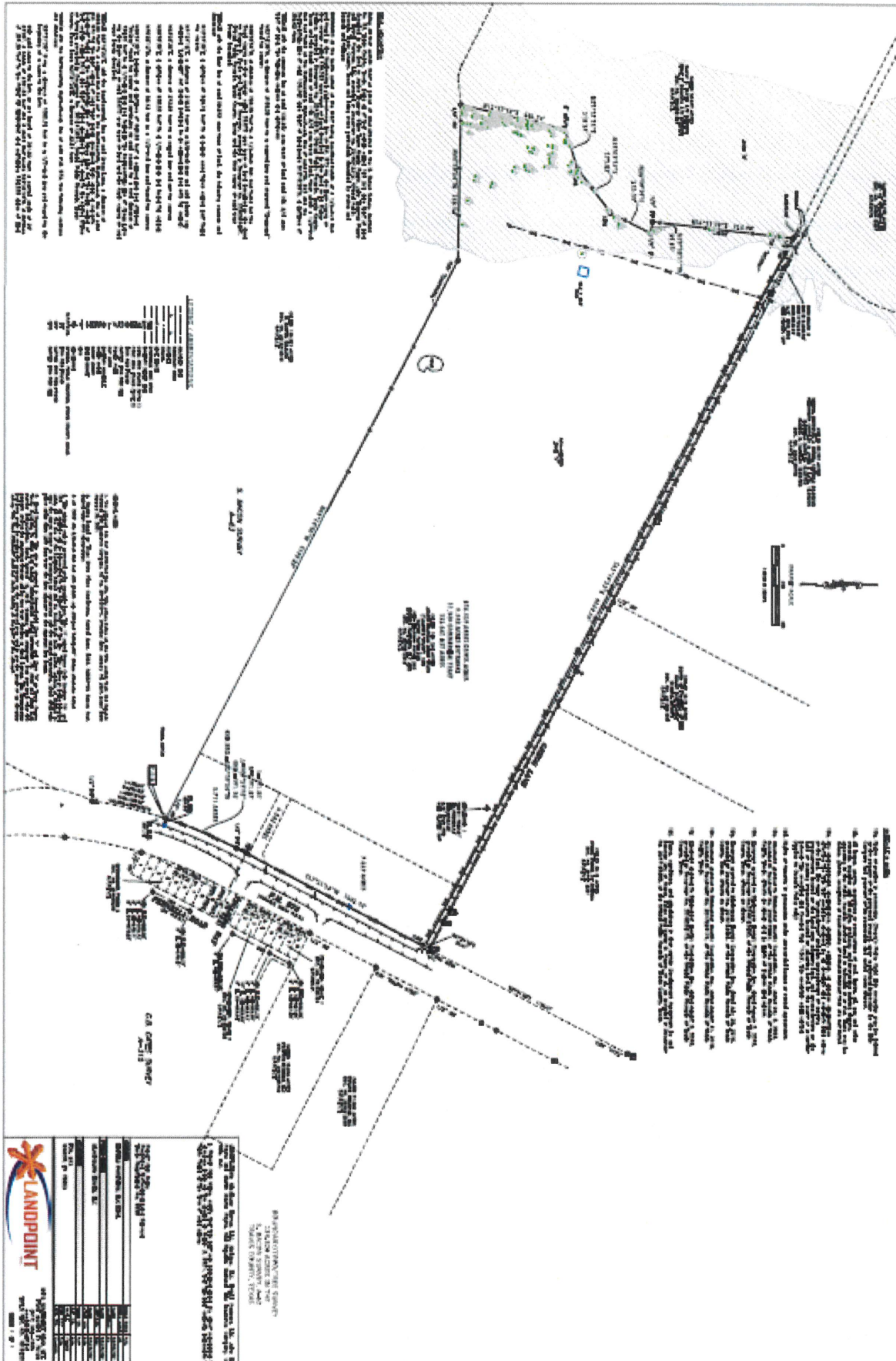
ORDINANCE NO. 634

Page 3

Exhibit "A"

ANNEXED PROPERTY DESCRIPTION

ORDINANCE NO. 634



ORDINANCE NO. 634

Page 5

Exhibit "B"

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

Exhibit "B"

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 Monarch Ranch at Manor, LLC, a Texas limited liability company ("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]

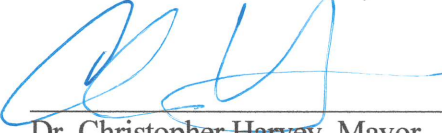
EXECUTED and AGREED to by the Parties this the 19th day of January, 2022.

ATTEST:

THE CITY OF MANOR, TEXAS



Luvia T. Almaraz, City Secretary



Dr. Christopher Harvey, Mayor



LANDOWNER(S):

Monarch Ranch at Manor, LLC

By: 

Name (print): David B. Blackburn

Title: Manager

Date: 1/11/22

Subject Property Description

Certificate Of Completion

Envelope Id: 4F37C619DF5A42539F733E3871F42058	Status: Completed
Subject: Complete with DocuSign: 23-1-10 Agenda Request-ITEM#19-Annexation_portion of Gregg Lane by the ...	
Source Envelope:	
Document Pages: 27	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kimberly Guerra
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Rd
	Reston, VA 20190
	Kimberly.Guerra@traviscountytx.gov
	IP Address: 198.214.211.102

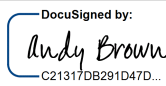
Record Tracking

Status: Original	Holder: Kimberly Guerra	Location: DocuSign
1/30/2023 12:23:27 PM	Kimberly.Guerra@traviscountytx.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Travis County TNR – Transportation and	Location: DocuSign
	Natural Resources Main	

Signer Events

Andy Brown
 Andy.Brown@traviscountytx.gov
 County Judge
 Travis County
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 C21317DB291D47D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 162.89.0.107
 Signed using mobile

Timestamp

Sent: 1/30/2023 12:45:59 PM
 Resent: 1/31/2023 3:17:44 PM
 Viewed: 2/3/2023 3:51:02 PM
 Signed: 2/3/2023 3:51:19 PM

Electronic Record and Signature Disclosure:

Accepted: 11/25/2020 10:06:41 AM
 ID: 4f30a04f-86cb-42e7-8faf-a485d236c149

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Kate Garza
 kate.garza@traviscountytx.gov
 Chief of Staff
 Travis County
 Security Level: Email, Account Authentication (None)

VIEWED
 Using IP Address: 198.214.211.101

Sent: 1/30/2023 12:25:01 PM
 Viewed: 1/30/2023 12:45:59 PM

Electronic Record and Signature Disclosure:

Accepted: 8/10/2021 2:29:41 PM
 ID: 3806691b-9d59-4d3f-8f36-7acfe7d5da81

Carbon Copy Events

Status

Timestamp

David Hunter
 David.Hunter@traviscountytx.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/3/2023 3:51:22 PM
 Viewed: 2/6/2023 8:10:26 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Gillian Porter Gillian.Porter2@traviscountytx.gov County Commissioners Court Specialist Travis County Clerk Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/3/2023 3:51:22 PM
Electronic Record and Signature Disclosure: Accepted: 8/4/2021 6:53:37 AM ID: 1a50c710-31c1-4420-b7e4-506270bf7804		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2023 12:25:01 PM
Certified Delivered	Security Checked	2/3/2023 3:51:02 PM
Signing Complete	Security Checked	2/3/2023 3:51:19 PM
Completed	Security Checked	2/3/2023 3:51:22 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jesse.valdez@traviscountytexas.gov

To advise Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jesse.valdez@traviscountytexas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jesse.valdez@traviscountytexas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jesse.valdez@traviscountytexas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main during the course of your relationship with Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main.