

**RESOLUTION NO. 2021-28**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 3.398 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS**

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

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

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

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

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

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Proceedings.** The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being a 3.398, more or less, acre tract of land situated in the Greenbury Gates Survey No. 63, Abstract Number 315, in Travis County, Texas, out of that certain tract of land called 15.00 acres in deed to Clide R Nichols of record in Document No. 2000046322, Travis County Official Public Records and being that same tract of land described as one tract, 3.404 acres in Document No. 2005010269, Travis County Official Public Records, said 3.398 acres being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

A public hearing is set for the date of December 15, 2021. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

**Section 3. Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED** this the 1<sup>st</sup> day of December 2021.

**CITY OF MANOR, TEXAS:**

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Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz  
City Secretary

**Exhibit "A"**  
**Subject Property Description**  
**+/- 3.398 Acres**

# **EXHIBIT “A”**

Survey and Legal Lot Description

# LLANO SURVEYING & MAPPING, L.L.C.

FRED L. THOMPSON & ASSOC.  
111 W. Main St.  
P.O. Box 74  
Llano, TX 78643  
(325) 247-4510  
llanosurvey.com  
FIRM Registration #: 100502-00



LEGEND	
●	1/2" IRON ROD FOUND
○	CAPPED IRON ROD FOUND
△	TYPE II TXDOT R.O.W. MON
▲	60D NAIL SET
⊙	UTILITY POLE
⊕	WATER METER
—E—	ELEC. LINES
—T—	TELE. LINES
P.O.B.	POINT OF BEGINNING
RECORD INFORMATION	
( )	DOC. #2000046322 T.C.O.P.R.
[ ]	DOC. #2002241427 T.C.O.P.R.
{ }	DOC. #2005010269 T.C.O.P.R.

### TITLE SURVEY

GF#: 2113996-WIM  
TITLE CO.: INDEPENDENCE TITLE COMPANY  
OWNER: CLIDE R. NICHOLS aka CLIDE RAY NICHOLS  
BUYER: FM 973, LLC

### SCH B, 10.)

- Subject to Easement to Manville Water Supply Corporation in Vol. 4963, Pg. 1571, T.C.D.R., pipeline easement 15' in width centered on existing pipe (no visible evidence found), together with ingress/egress over adjacent lands.
- Subject to Affidavit to the Public Re. Wastewater Design Flow Rates for Evapotranspiration Septic Systems in Doc. No. 2000104885 T.C.O.P.R.
- Subject to Affidavit of Exemption From Platting Requirements in Doc. No. 2005010269, T.C.O.P.R.
- Subject to Development Agreement in Vol. 2017197854, T.C.O.P.R.
- Subject to mineral rights in Vol. 8903, Pg. 979, T.C.R.P.R.
- Vol. 244, Pg. 204, T.C.D.R. Lease between Victor Anderson, lessor, and Bauer Brothers, lessee.
- Vol. 556, Pg. 42, Lease between Mrs. Victor Anderson, lessor, and Farmer's and Ginner's Cotton Oil Company, lessee.
- As to item f.) and g.) Property description on the face of the documents is insufficient to locate.

PHYSICAL ADDRESS: F.M. 973, MANOR, TEXAS, 78725.  
LEGAL DESCRIPTION: 3.398 ACRES SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 15.00 ACRES IN DEED TO CLIDE R. NICHOLS, OF RECORD IN DOCUMENT NO. 2000046322, T.C.O.P.R., AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269, T.C.O.P.R., SAID 3.398 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO, AND MADE A PART HEREOF.  
FIELD: 3/22/2021 CREW: YC&DH DRAFTED: 4/14/2021 BY: JAA  
JOB#: 21030401

GREENBURY GATES

TEXAS F.M. HIGHWAY NO. 973  
(PARCEL BB 1.853 ACRE, DOC. #2002241427 T.C.O.P.R.)  
(200' R.O.W.)

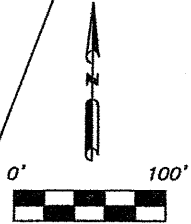
ABSTRACT NO. 315  
N 62°13'08" W 343.61'  
[N 62°19'57" W 344.10']  
(N 59°37'17" W 344.04')  
P.O.B.

109.5069 ACRES, TRACT 1 (REMAINDER)  
COTTONWOOD HOLDINGS, LTD  
DOC. #1999115220, T.C.O.P.R.

3.398 ACRES  
OUT OF 15.00 ACRES  
CLIDE R. NICHOLS  
DOC. #2000046322, T.C.O.P.R.  
DESCRIBED AS TRACT ONE,  
3.404 ACRES IN  
DOC. #2005010269 T.C.O.P.R.

IDEA PUBLIC SCHOOLS  
13.189 ACRES  
DOC. #2017062033 T.C.O.P.R.

FLOOD INFORMATION:  
THE SUBJECT PROPERTY DEPICTED  
HEREON DOES NOT LIE WITHIN  
A SPECIAL FLOOD HAZARD  
AREA, AND IS DESIGNATED  
ZONE "X"  
AS SHOWN ON F.E.M.A.'S FLOOD  
INSURANCE RATE MAP No.  
48453C0485J  
EFFECTIVE DATE: AUGUST 18, 2014



SCALE: 1"=100'  
BASIS OF BEARING IS STATE  
PLANE COORDINATE SYSTEM  
TEXAS CENTRAL ZONE  
(4203) NAD83  
DISTANCE ARE GRID  
C.S.F.=0.9999211178



I, JOHN A. ABLES, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 16102, HEREBY CERTIFY EXCLUSIVELY TO INDEPENDENCE TITLE COMPANY, FM 973 LLC, & CLIDE R. NICHOLS THAT THIS SURVEY WAS PREPARED FROM AN ON THE GROUND SURVEY PERFORMED UNDER MY SUPERVISION ON THE 22ND DAY OF MARCH, 2021, WITH MY HAND AND SEAL THIS THE 14TH DAY OF APRIL, 2021.

JOHN A. ABLES P.P.L.S. #16102

**LLANO SURVEYING & MAPPING, L.L.C.**

**FRED L. THOMPSON & ASSOCIATES**

**P. O. BOX 74 LLANO, TEXAS 78643-0074**

325-247-4510 info@LlanoSurvey.com

FIRM Registration #: 100502-00

(Page 2 of 2)

**FIELD NOTES DESCRIBING 3.398 ACRES OF LAND IN TRAVIS COUNTY, TEXAS**

BEING A 3.398 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, OUT OF THAT CERTAIN TRACT OF LAND CALLED 15.00 ACRES IN DEED TO CLIDE R. NICHOLS OF RECORD IN DOCUMENT NO. 2000046322, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (T.C.O.P.R.), AND BEING THAT SAME TRACT OF LAND DESCRIBED AS TRACT ONE, 3.404 ACRES IN DOCUMENT NO. 2005010269 T.C.O.P.R., SAID 3.398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the northwest right of way of Suncrest Road (Old Texas State F.M. Highway No. 973), an 80 foot wide right of way of record in Volume 1022, Page 484, Travis County Deed Records (T.C.D.R.), for the northeast corner of that certain tract of land described as 109.5069 acres, Tract 1, in deed to Cottonwood Holdings, LTD, of record in Document No. 1999115220, T.C.O.P.R., the southeast corner of said Nichols tract, the southeast corner of said 3.404 acre Tract One, the southeast corner, and **POINT OF BEGINNING** hereof;

THENCE with the northeast line of said Cottonwood Holdings Tract 1, being the southwest line of said Nichols tract, and the southwest line of said 3.404 acre Tract One, **N 62°13'08" W 343.81 feet** to a ½" iron rod found with aluminum cap inscribed "TXDOT", in the east right of way of Texas State F.M. Highway No. 973, a 200 foot wide right of way of record in Document No. 2002241427 T.C.O.P.R., for the southwest corner of said 3.404 acres Tract One, and the southwest corner hereof;

THENCE with the east line of said F.M. 973, the west line of said 3.404 acre Tract One, over and across said Nichols Tract, **N 01°18'50" E**, at 210.23 feet pass a Type II TxDOT right of way monument found opposite Sta. 43+500.000, and continuing for a total distance of **402.94 feet** to a ½" iron rod found with yellow plastic cap inscribed "PAPE-DAWSON" in the northeast line of said Nichols tract, for the southwest corner of that certain tract of land described as 13.189 acres in deed to Idea Public Schools, of record in Doc. No. 2017062033, T.C.O.P.R., the northwest corner of said 3.404 acre Tract One, and the northwest corner hereof;

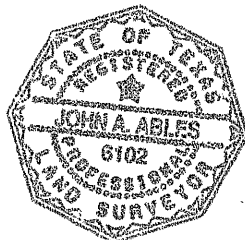
THENCE with the northeast line of said Nichols tract, the southwest line of said Idea Public Schools tract, and the northeast line of said 3.404 acre Tract One, **S 62°19'39" E 475.60 feet** to a ½" iron rod found with yellow plastic cap inscribed "RPLS 1753 PROP COR" in the northwest right of way of Suncrest Rd. (Old F.M. 973), for the southeast corner of said Idea Public Schools tract, the northeast corner of said Nichols tract, the northeast corner of said 3.404 acre Tract One, and the northeast corner hereof, from which a ½" iron rod found with red plastic cap inscribed "TRAVERSE" bears **S 12°08'16" E 42.11 feet**;

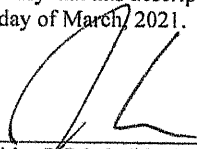
THENCE with the northwest line of said Suncrest Rd. (Old F.M. 973), the southeast line of said Nichols tract, and the southeast line of said 3.404 acre Tract One, **S 20°15'09" W 364.75 feet** to the **POINT OF BEGINNING** hereof and containing an area of 3.398 acres of land as surveyed by Llano Surveying & Mapping, L.L.C., under the supervision of John A. Ables R.P.L.S. No. 6102.

Basis of Bearing for this tract is State Plane Coordinate System, Texas Central Zone 4203. Distances are Grid. CSF=0.9999211178.

This description is to be used in conjunction with the accompanying survey plat attached hereto and made a part hereof.

I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March, 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



  
John A. Ables R.P.L.S. #6102  
P. O. Box 74, Llano, TX 78643

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Jul 22, 2021 02:52 PM Fee: \$38.00

2021163741

\*Electronically Recorded\*

15/ITC/ALI/ 243996 -WIM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** July 19, 2021

**Grantor:** Clide R. Nichols a/k/a Clide Ray Nichols

**Grantor's Mailing Address (including county):**

415 Honeycomb Circle  
Driftwood, Texas 78619  
Hays County

**Grantee:** Platinum 973, LLC, a Texas limited liability company

**Grantee's Mailing Address (including County):**

8868 Research Blvd. #308  
Austin, Texas 78759  
Travis County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of THREE HUNDRED NINETY THOUSAND AND 00/100 (\$390,000.00) DOLLARS and is executed by Grantee, payable to the order of FIRST NATIONAL BANK OF BASTROP. The note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK OF BASTROP in this deed and by a deed of trust of even date, from Grantee to John N. Gambrell, Trustee.

FIRST NATIONAL BANK OF BASTROP at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of FIRST NATIONAL BANK OF BASTROP and are transferred to FIRST NATIONAL BANK OF BASTROP without recourse on Grantor.

**Property (including any improvements):**

Being a 3.398 acre tract of land, situated in Travis County, Texas, out of the GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315; out of that certain tract of land called 15.00 acres in deed to Clide R. Nichols of record in Document No. 2000046322, Official Public Records, Travis County, Texas; and being that same tract of land described as Tract One, 3.404

acres in Document No. 2005010269, Official Public Records, Travis County, Texas. Said 3.398 acres, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto.

**Reservations From and Exceptions to Conveyance and Warranty:**

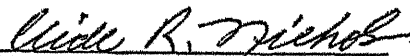
This conveyance is made and accepted subject to any and all restrictions, covenants, reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

  
Clide R. Nichols

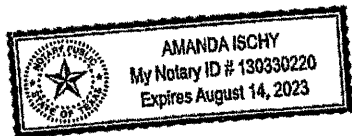


ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this <sup>19<sup>th</sup> day</sup> ~~20<sup>th</sup>~~ day of July 2021 by Clide R. Nichols.



*A Ischy*  
Notary Public, State of Texas

**EXHIBIT A****LLANO SURVEYING & MAPPING, L.L.C.**

FRED L. THOMPSON & ASSOCIATES  
 P. O. BOX 74 LLANO, TEXAS 78643-0074  
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I, John A. Ables, Registered Professional Land Surveyor #6102 do hereby certify that this description was prepared from an on the ground survey performed under my supervision on the 22<sup>nd</sup> day of March, 2021. Witness my hand and seal this the 14<sup>th</sup> day of April, 2021.



*John A. Ables*  
 John A. Ables R.P.L.S. #6102  
 P. O. Box 74, Llano, TX 78643

21030401  
 COPYRIGHT 2021  
 LLANO SURVEYING & MAPPING

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

# 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 Platinum 973, LLC, 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):**

\_\_\_\_\_

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

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

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

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

## **Subject Property Description**