

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

This Services Agreement (the “Agreement”) is entered into between the City of Manor, a Texas municipal corporation (the “City”) and Manor RV Park, LLC, a Texas limited liability company (the “Owner”). The City and the Owner are collectively referred to as the Parties.

RECITALS

WHEREAS, upon the request of the Owner, the City intends to institute annexation proceedings for the tract(s) and parcel(s) of land described more fully hereinafter (the “Subject Property”);

WHEREAS, the City and the Owner are parties to that lawsuit styled *Manor RV Park, LLC v. City of Manor, et al.*, Case No. 1:20-cv-01017-JRN in the United States District Court for the Western District of Texas, and the City and Owner have entered into a settlement agreement addressing, among other things, the annexation and zoning of the Subject Property and the provision of wastewater service to the Subject Property (the “Settlement Agreement”);

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 are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in Exhibit “A” attached hereto and incorporated herein.

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

The following services will be provided for the subject property on the Effective Date of annexation:

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

(1) Police protection as follows:

Routine patrols of accessible areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

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

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

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

(4) Animal control as follows:

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

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

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

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

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the Subject Property. It is the City's intent to zone the subject property at the Owner's request in a manner that is consistent with the terms of the Settlement Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the Subject Property for such use and development following final annexation of the Subject Property. The Owner shall apply for and obtain zoning for the Subject Property prior to proceeding with the platting of the Subject Property. The Owner may not obtain approval of a plat until such time as the zoning for the proposed use(s) has been obtained and the Owner agrees to develop in compliance with the City ordinances, rules and regulations within the city limits applicable to the Subject Property as set forth in more detail in the Settlement Agreement, and zoning approved by the City.

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

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

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

(B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The Subject Property Owner shall construct the internal water lines and be responsible for the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, if applicable. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies, if agreed to by the CCN holder. 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, as permitted by the CCN holder. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service, except as provided by the Settlement Agreement.

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

- (A) Inspection of sewer lines as provided by statutes of the State of Texas.
- (B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the City in accordance with the terms of the Settlement Agreement. If connected to the City's wastewater utility system, the Subject Property Owner shall construct the internal wastewater lines and be responsible for the costs of line extension. The City shall be responsible for the oversize and expansion of the lift station serving the Property in accordance with the terms of the Settlement Agreement. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service, except as provided by the Settlement Agreement.

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

- (A) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the existing streets and roads will be limited as follows:
 - (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and
 - (ii) Routine maintenance as presently performed by the City.
- (B) The outer boundaries of the Subject Property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: oversizing of the lift station serving the Property in accordance with the terms of the Settlement Agreement. Upon development of the Subject Property or redevelopment, the Owner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in

accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

Section 3. Conflicts. In the event of a conflict between this Agreement and the Settlement Agreement for the Subject Property, the terms and provisions of the Settlement Agreement shall govern and control.

Section 4. Term. The term of this Agreement (the “Term”) is ten (10) years from the Effective Date.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 10. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to wastewater service to the Subject Property by the City.

[signature pages follow]

Entered into this ____ day of _____, 2021.

CITY:

THE CITY OF MANOR,
a Texas municipal corporation

Dr. Larry Wallace, Jr., Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

STATE OF TEXAS §

 §

COUNTY OF TRAVIS §

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2021, by Dr. Larry Wallace, Jr., as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(SEAL)

Notary Public – State of Texas

OWNER:

MANOR RV PARK, LLC,
a Texas limited liability company

By: Laureate Capital Management, LLC, its
Managing Member

By: _____
Jeremy Boynton, Managing Member

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2021, by
Jeremy Boynton, Managing Member of Laureate Capital Management, LLC, the Managing Member of
Manor RV Park, LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

Notary Public – State of Texas

AFTER RECORDING RETURN TO:

City of Manor
Attn: City Secretary
105 East Eggleston Street
Manor, TX 78653

EXHIBIT "A"

Legal Description of Subject Property

Exhibit "A" – Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.8643 ACRES (1,344,450 SQUARE FEET) OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 31.02 ACRE TRACT CONVEYED TO ELSIE FRANCES WIER IN DOCUMENT #1999148737 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAVE AND EXCEPT A 1.5 CALLED ACRE TRACT CONVEYED TO GREYSTONE HOLDINGS, LLC, IN DOCUMENT #2005016761 (O.P.R.T.C.T.), SAID 30.8643 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



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BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the south right-of-way line of US Highway 290 (240' right-of-way), and being the northeast corner of said Greystone tract, and being the northwest corner of the remainder of said Wier tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 3/8-inch iron rod found bears, S11°00'39"W, a distance of 1.00 feet, and also from which, a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the northeast corner of a called 1.002 acre tract partially conveyed to Daniel Perez in Document #2012110051 (O.P.R.T.C.T.), and to Celia Enriquez-Felipe in Document #2015030029 (O.P.R.T.C.T.), and being the northwest corner of said Greystone tract, and being the northwest corner of said Wier tract bears, S85°56'14"W, a distance of 155.12 feet;

THENCE, with the south right-of-way line of said US 290 and the north line of said Wier tract, the following three (3) courses and distances:

- 1) **N85°56'14"E**, a distance of **778.45** feet to a disturbed TxDot Type 1 concrete monument found for the northeast corner hereof, and
- 2) **S03°55'51"E**, a distance of **158.46** feet to a leaning TxDot Type 1 concrete monument found for an angle point hereof, said point being in the called west line of an abandoned County Road (no dedication/vacation information found), and
- 3) **S61°43'23"E**, a distance of **30.06** feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the called centerline of said abandoned County Road, and being a corner in the east line of said Wier tract;

THENCE, with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°05'58"W**, a distance of **1,791.29** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the intersection of the west line of a called 94.339 acre tract conveyed to Ginsel Family Ltd., in Document #2006248015 (O.P.R.T.C.T.), said tract being described by metes and bounds in Document #2004055639 (O.P.R.T.C.T.), and in Volume 3120, Page 698 of the Deed Records of Travis County, Texas (D.R.T.C.T.), with the called centerline of said abandoned County Road and the east line of said Wier tract;

THENCE, with the west line of said Ginsel tract, in conflict with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°58'47"W**, a distance of **334.74** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being at the intersection of the north line of Lot 22, Block I of Bell Farms, Phase Two-A, recorded in Document #200700061 (O.P.R.T.C.T.), with the west line of said Ginsel tract, from which a 1/2-inch iron rod with illegible cap found for the southwest corner of said Ginsel tract, and being the northwest corner of Lot 83, Block C of Final Plat of Carriage Hills Section Three, recorded in Document #201000127 (O.P.R.T.C.T.) bears, S27°58'47"W, a distance of 166.08 feet, and also from which, a calculated point for the northeast corner of said Lot 22, and being the southeast corner of said Wier tract bears, S73°23'16"E, a distance of 5.23 feet;

THENCE, with the common line of said Bell Farms, Phase Two-A, and said Wier tract, **N73°23'16"W**, passing at a distance of 173.07 feet, a 1/2-inch iron rod found at the northeast terminus of Carillon Way (60'

right-of-way), and being the northwest corner of said Lot 22, and continuing for a total distance of **374.66** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being at the southeast corner of a called 3.20 acre tract conveyed to Faustino Canamero Cardero in Document #2018099283 (O.P.R.T.C.T.), and being in the north line of Lot 50, Block "D" of said Bell Farms, Phase Two-A, and being the southwest corner of said Wier tract;

THENCE, in part with the east line of said Cardero tract, in part with the east line of a called 1.0004 acre tract conveyed to Timothy W. Walker, Sr., in Document #2019011268 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Sammie Hutchinson in Volume 11789, Page 292 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Aguster Powell in Volume 5086, Page 1826 (D.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Jesse and Barbara Robertson in Volume 8731, Page 506 (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Pablo R. and Ana M. Mijares in Document #2014174956 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Anselma and San Juana Castro in Volume 13218, Page 4385 (R.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Lupe Hernandez in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Jose Guadalupe and Soni Hernandez in Document #2002181992 (O.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Frank D. Muniz in Volume 12117, Page 263 (R.P.R.T.C.T.), said tract described in Volume 2958, Page 888 (D.R.T.C.T.) and in Volume 4998, Page 777 (D.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Amy G. and Joseph Carlos Deleon in Document #2008194463 (O.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Hilaria Reyes in Volume 11799, Page 26 (R.P.R.T.C.T.), and with the west line of said Wier tract, **N10°53'27"E**, a distance of **1,486.93** feet to a calculated point for an exterior ell-corner hereof, said point being at the common corner of said Greystone tract, said Perez tract and said Reyes tract, from which a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the common north corner of said Greystone tract and said Perez tract, and being the northwest corner of said Wier tract bears, **N10°53'27"E**, a distance of 437.05 feet;

THENCE, over and across said Wier tract, with the south and east lines of the Greystone tract, the following two (2) courses and distances:

- 1) **N85°57'43"E**, a distance of **154.15** feet to a 1-inch iron pipe found for an interior ell-corner hereof, and
- 2) **N11°00'39"E**, passing at a distance of 436.36 feet, a 3/8-inch iron rod found, and continuing for a total distance of **437.36** feet to the **POINT OF BEGINNING**, and containing 30.8643 Acres (1,344,450 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835.dwg)


Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

7/31/2019

