

**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 Wonik Materials North America LLC, a 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 ___ day of _____,
20____.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

LANDOWNER(S):

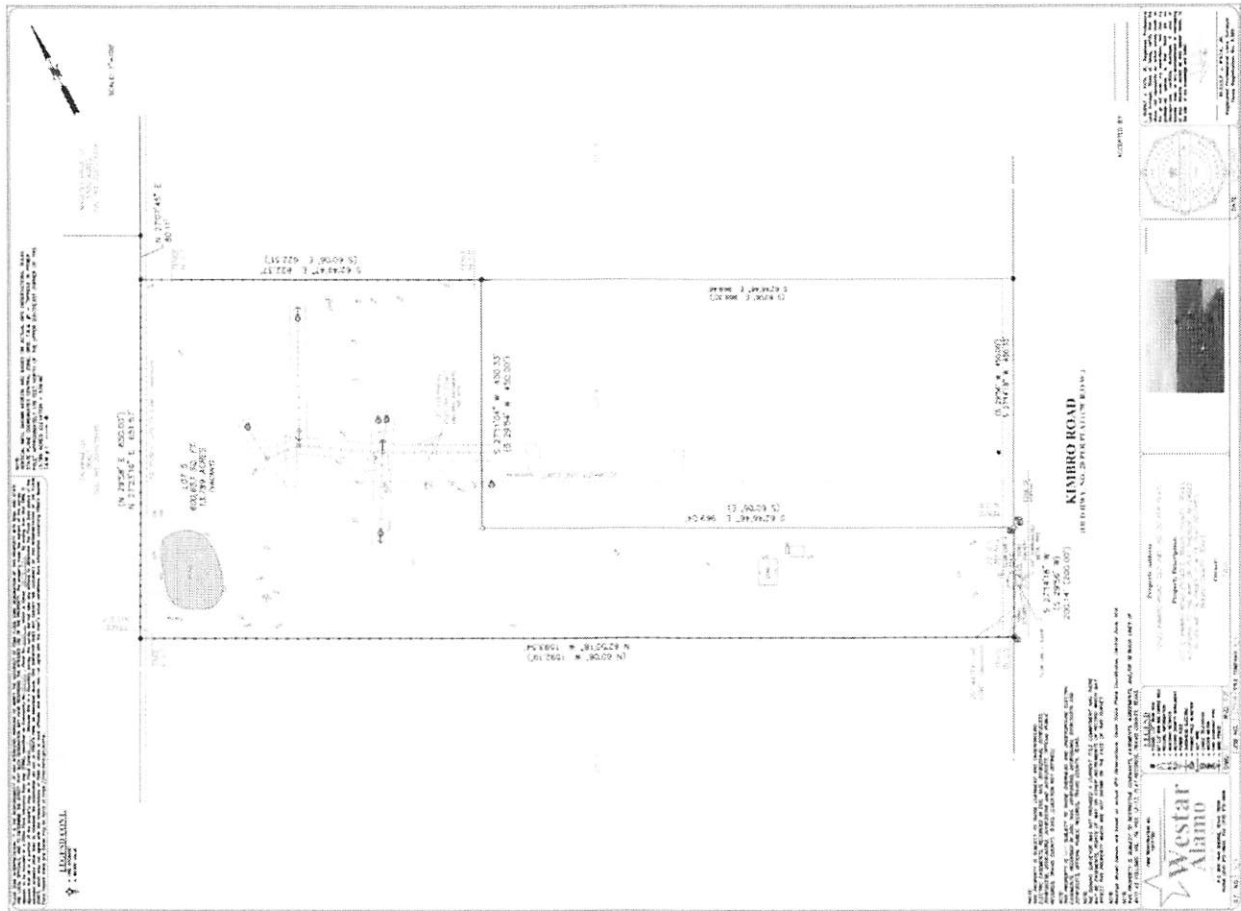
Wonik Materials North America LLC, a limited liability company

By: Wonik Materials North America LLC, a limited liability company, its general partner

Name (print): Moo chan Lee

Title: CFO

Date: 8/27/2024



(12522 Old Kimbro Rd, Lot 5)

METES AND BOUNDS

Being 7.054 acres of land, more or less, out of the A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas, consisting of a portion of the existing variable width Right-of-Way of Old Kimbro Road, also known as Old Highway No. 20, said 7.054 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the upper southwest corner of this 7.054 acres, same being the southeast corner of Lot 5 and the East corner of Lot 6, Kimbro Road Estates (Volume 79, Page 12), same also being on the northwest Right-of-Way line of said Old Kimbro Road and the **POINT OF BEGINNING**;

THENCE along the northwest Right-of-Way line of said Old Kimbro Road the following courses and distances:

North 27 degrees 14 minutes 18 seconds East, at a distance of 200.14 feet pass a 1/2 inch iron rod found for the East corner of said Lot 5 and the South corner of Lot 4 of said Kimbro Road Estates, and continuing for a total distance of 650.47 feet to a 1/2 inch iron rod found for an angle corner, same being the East corner of said Lot 4 and the southeast corner of Lot 3 of said Kimbro Road Estates;

North 27 degrees 25 minutes 33 seconds East, a distance of 199.68 feet to a 1/2 inch iron rod found for an angle corner, same being the East corner of said Lot 3 and the southeast corner of Lot 2 of said Kimbro Road Estates;

North 27 degrees 13 minutes 22 seconds East, a distance of 610.15 feet to a 1/2 inch iron rod found for an angle corner, same being the East corner of Lot 1 of said Kimbro Road Estates and the southeast corner of the Juanita Nava 21.152 acres (Document Number 2020095917);

North 27 degrees 36 minutes 08 seconds East, a distance of 813.95 feet to a point for an angle corner, same being the East corner of the Cypress Bluff LLC 5.235 acres (Document Number 2016137944)

North 62 degrees 48 minutes 22 seconds West, a distance of 0.95 feet to a point for an angle corner; same being the southeast corner of Lot 7, Kimbro Business Park (Volume 86, Page 187D);

North 27 degrees 18 minutes 09 seconds East, a distance of 266.44 feet to a point for an angle corner, same being the East corner of said Lot 7;

North 72 degrees 13 minutes 04 seconds West, a distance of 5.06 feet to a point for an angle corner, same being the southeast corner of Lot 6, Replat of Lots 3,4,5 and 6, Kimbro Business Park (Volume 93, Page 17);

North 26 degrees 28 minutes 07 seconds East, a distance of 245.24 feet to a 5/8 inch iron rod found for the East corner of said Lot 6 and the southeast corner of said Lot 5;

North 26 degrees 06 minutes 45 seconds East, a distance of 25.36 feet to a 1/2 inch iron rod found for an angle corner;

North 26 degrees 25 minutes 53 seconds East, a distance of 284.53 feet to a 1/2 inch iron rod found for an angle corner, same being the East corner of said Lot 5 and the southeast corner of said Lot 4;

North 26 degrees 27 minutes 44 seconds East, a distance of 497.03 feet to a point for an angle corner;

North 09 degrees 27 minutes 54 seconds West, a distance of 150.32 feet to a point for the lower northeast corner of this 7.054 acres, same being the East corner of said Lot 4 and the intersection of the northwest Right-of-Way line of said Old Kimbro Road and the South Right-of-Way line of U.S. Highway No. 290 East;

THENCE along the South Right-of-Way line of said Highway 290, North 85 degrees 56 minutes 05 seconds East, a distance of 198.34 feet to a 1/2 inch iron rod found for the upper northeast corner of this

7.054 acres, same being the intersection of the South Right-of-Way line of said Highway 290 and the southeast Right-of-Way line of said Old Kimbro Road, same also being the North corner of the Jefferson Triangle Marine, L.P. 62.8431 acres (Document Number 2008096315) and the West corner of the Auspro Enterprises, L.P. 4.382 acres (Document Number 2019013915);

THENCE along the southeast Right-of-Way line of said Old Kimbro Road the following courses and distances:

South 26 degrees 27 minutes 30 seconds West, at a distance of 1172.70 feet pass a 1/2 inch iron pipe found to the right 0.51 feet, and continuing for a total distance of 1403.27 feet to a 1/2 inch iron rod found for an angle corner, same being the West corner of said Jefferson 62.8431 acres and the North corner of the Austin27 LLC 55.538 acres (Document Number 2022000290);

South 27 degrees 28 minutes 03 seconds West, a distance of 610.94 feet to a 1/2 inch iron rod found for an angle corner, same being the West corner of said Austin27 55.538 acres and the North corner of the Cecil Ballard, Jr., et ux 7.79 acres (Volume 13195, Page 2886)

South 27 degrees 34 minutes 20 seconds West, a distance of 271.54 feet to a 1/2 inch iron rod found for an angle corner, same being the West corner of said Ballard 7.79 acres and the North corner of the Samantha Ballard 10.003 acres (Document Number 2003249855);

South 27 degrees 37 minutes 26 seconds West, a distance of 348.79 feet to a 1/2 inch iron rod found for an angle corner, same being the West corner of said Ballard 10.003 acres and the North corner of the MBM Lara Investment, LLC 10.009 acres (Document Number 2022007447);


South 27 degrees 32 minutes 22 seconds West, a distance of 183.76 feet to a concrete monument found for an angle corner;

South 27 degrees 23 minutes 23 seconds West, a distance of 857.45 feet to a 3/8 inch iron rod found for an angle corner, same being the West corner of Tract 2, Balli's Subdivision (Document Number 200100109) and the North corner of the H.G. Green River Property, LP 10.015 acres (Document Number 2013112198);

South 27 degrees 17 minutes 43 seconds West, a distance of 139.94 feet to a point for the lower southwest corner of this 7.054 acres, from which a 1/2 inch iron rod found for the West corner of said Green River 10.015 acres bears South 27 degrees 17 minutes 43 seconds West, a distance of 206.09 feet;

THENCE crossing the existing Right-of-Way of said Old Kimbro Road, North 62 degrees 42 minutes 17 seconds West, a distance of 74.47 feet to the **POINT OF BEGINNING**, and containing 7.054 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings Shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, Central Zone, Grid.



Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
August 22, 2024

