

**6507 MCKINNEY FALLS PARKWAY**  
**WRITTEN AGREEMENT REGARDING SERVICES**

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Written Agreement Regarding Services (the "**Agreement**") is made and entered into by and among the **CITY OF AUSTIN, TEXAS**, a municipal corporation acting by and through its duly authorized City Manager (the "**City**"), and **SNILLOC PROPERTIES, LLC**, a North Carolina limited liability company ("**Snilloc**"), and **PHEENA ALEXANDER, INDEPENDENT EXECUTOR OF THE ESTATE OF CARL STEVEN ALEXANDER, DECEASED** ("**Estate**"), as Owners of the Property at 6507 McKinney Falls Parkway, Austin, Texas, including without limitation her or his successors, assigns, agents, and affiliated entities ("**Owners**"). By its signature below, Snilloc warrants and represents that there are no other fee-simple owners of any part of the approximately 52.734-acre portion of the Property described in Exhibit "A" as being owned and held by Snilloc, and no other third parties hold a fee simple ownership interest in said approximately 52.734-acre portion of the Property. By its signature below, the Estate warrants and represents that there are no other fee-simple owners of any part of the approximately 15.665-acre portion of the Property described in Exhibit "A" as being owned and held by "Carl Steven Alexander", and no other third parties hold a fee simple ownership interest in said approximately 15.665-acre portion of the Property.

**RECITALS**

- A. Snilloc owns the approximately 52.734 acres of land located entirely in Travis County, Texas described in Exhibit "A" as being owned and held by Snilloc, and the Estate owns the approximately 15.665 acres of land located entirely in Travis County, Texas described in Exhibit "A" as being owned and held by "Carl Steven Alexander" (with said approximately 68.399 acres of land described in the attached Exhibit "A" being herein referred to as the "**Property**").
- B. Owners request to have the Property annexed into the City's full purpose jurisdiction; Owners agree to voluntarily enter into this Agreement.
- C. This Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code to address each Owner's request and the City's provision of services.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owners agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01 Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

**"City Code"** means the City Code of Austin, together with all its related administrative rules and technical criteria manuals.

**"City Council"** means the City Council of the City or any other successor governing body.

**"Effective Date"** means the effective date of annexation.

**"Ordinances"** shall mean the ordinances of the City.

**"Term"** and similar references mean that this Agreement shall be in effect for a period of time commencing on the Effective Date and until City services are available in accordance with this Agreement.

**Section 1.02 Other Definitions.** All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.

## ARTICLE II

### APPLICABLE ORDINANCES

**Section 2.01 Applicable Requirements.** After the Effective Date, all of the City's laws, ordinances, manuals, and administrative rules, including but not limited to the Land Development Code, regarding land development, as amended from time to time, shall apply to subdivisions within the Property.

## ARTICLE III

### ANNEXATION

**Section 3.01 Annexation.**

- A. Owners and City agree that the Property will be annexed for full purposes pursuant to the terms of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code. Property voluntarily annexed pursuant to this Agreement may require infrastructure improvements to facilitate development, including but not limited to streets and roads, street and road

drainage, land drainage, and water, wastewater, and other utility systems. Owners hereby acknowledges the provision of infrastructure improvements necessitated by proposed future development shall be the sole responsibility of the Owners and may be subject to City Council approval.

- B. After full purpose annexation, all City ordinances, regulations, and requirements applicable in the City's full purpose jurisdiction, including City taxation, shall apply to the Property.

## ARTICLE IV

### LIST OF SERVICES

**Section 4.01 Services the City Will Provide On and After the Effective Date of Annexation and Pursuant to Chapter 43 of the Texas Local Government Code.** All City Departments with jurisdiction in the area will provide services commencing on the Effective Date of annexation unless otherwise noted according to City policy and procedure.

- A. **Police Protection.** The Austin Police Department will provide protection and law enforcement services.
- B. **Fire Protection.** The Austin Fire Department will provide emergency and fire prevention services.
- C. **Emergency Medical Service.** The City of Austin/Travis County Emergency Medical Services Department will provide emergency medical services.
- D. **Solid Waste Collection.** Services will be provided pursuant to Chapter 43 of the Texas Local Government Code.
- E. **Operation and Maintenance of Water and Wastewater Facilities.** The City shall provide retail water service and wastewater service to areas that are not within the certificated service area of another utility. The facilities will be maintained and operated by Austin Water as governed by standard policies and procedures.
- F. **Operation and Maintenance of Roads and Streets, Including Street Lighting.** The Public Works Department will maintain public streets over which the City has jurisdiction. If necessary, the Transportation Department will also provide regulatory signage services. Street lighting will be maintained in accordance with the City of Austin ordinances, Austin Energy criteria, and state law.
- G. **Operation and Maintenance of Parks, Playgrounds, Swimming Pools, and any Other City Owned Facility, Building, or Service.**
- H. **Watershed Protection.** The Watershed Protection Department will provide drainage planning and maintenance services in the annexation area.
- I. **Planning and Development Review.** The Planning and Zoning Department and the Development Services Department will provide comprehensive planning, land

development, and building review and inspection services in accordance with and as limited by applicable codes, laws, ordinances and special agreements.

- J. **Code Compliance.** In order to comply with City codes regarding land use regulations and the maintenance of structures, the Austin Code Department will provide education, cooperation, enforcement, and abatement relating to code violations.
- K. **Library.** Upon annexation residents may utilize all Austin Public Library facilities.
- L. **Public Health, Social, and Environmental Services.** Upon annexation the Austin/Travis County Health and Human Services Department will provide services.
- M. **Electric Utility Service.** Austin Energy will continue to provide electric utility service to all areas which the City is authorized to serve by the Public Utility Commission of Texas.
- N. **Clean Community Services.** Austin Resource Recovery will provide clean community services.
- O. **Capital Improvements Planning.** The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services

## **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES**

#### **Section 5.01 Representations and Warranties of Snilloc.**

- A. **Organization and Good Standing.** Snilloc has full power and authority to conduct business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid, and binding obligation of Snilloc, enforceable against Snilloc in accordance with its terms. Snilloc has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

#### **Section 5.02 Representations and Warranties of Estate.**

- A. **Organization and Good Standing.** The Estate has full power and authority to conduct business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid, and binding obligation of the Estate, enforceable against the Estate in accordance with its terms. The Estate has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**Section 5.03 Representations and Warranties of the City.**

- A. **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**Section 6.01 Amendments to Agreement.** This Agreement may be amended only by a written agreement signed by the City and Owners.

**Section 6.02 Agreement Binds Successors and Runs with the Land.** This Agreement shall bind and inure to the benefit of the parties, their successors, and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on Owners.

**Section 6.03 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

**Section 6.04 Waiver.** Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 6.05 Applicable Law and Venue.** The construction and validity of this Agreement shall be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement shall be in Texas state district court and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 6.06 Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

**Section 6.07 Counterparts.** This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the instrument whether or not all other parties have executed same.

**Section 6.08 Exhibits.**

Exhibit "A"    Description of Property

***[Signature and Acknowledgment Pages Follow]***

**EXECUTED** in multiple counterparts, each of which shall constitute an original, to be effective as of the Effective Date.

**CITY:**

**CITY OF AUSTIN,**

A home rule city and Texas municipal corporation

By:

\_\_\_\_\_, Assistant City Manager

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

Acknowledgement

THE STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

City of Austin  
Law Department

\_\_\_\_\_  
LEE SIMMONS, Assistant City Attorney

OWNER:

**SNILLOC PROPERTIES, LLC**  
**A NORTH CAROLINA LIMITED LIABILITY COMPANY**

Snilloc Properties, LLC, a North Carolina limited liability company

By: Carolyn Collins

Name: Carolyn Collins

Title: Manager

Date: November 7, 2019

Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina )

County of Durham )

On November 7, 2019, before me, Rafael Zaldivar, a Notary Public, personally appeared Carolyn Collins, manager of Snilloc Properties, LLC, a North Carolina limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Rafael Zaldivar

RAFAEL ZALDIVAR  
Notary Public, North Carolina  
Orange County  
My Commission Expires  
February 13, 2023



OWNER:

Pheena Alexander  
PHEENA ALEXANDER, INDEPENDENT  
EXECUTOR OF THE ESTATE OF CARL STEVEN  
ALEXANDER, DECEASED

-  
Date: 11.1.2019

Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas )

County of TRAVIS )

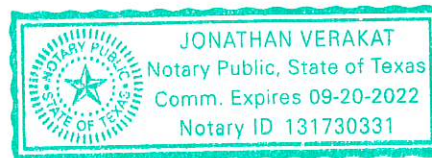
On NOVEMBER 1, 2019, before me, JONATHAN VERAKAT, a Notary Public, personally appeared Pheena Alexander, Independent Executor of the Estate of Carl Steven Alexander, Deceased, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jonathan Verakat



AFTER RECORDING, PLEASE RETURN TO:

Virginia Collier  
City of Austin  
Planning and Zoning Department  
PO Box 1088  
Austin, TX 78767

## **EXHIBIT A**

**A METES AND BOUNDS  
DESCRIPTION OF A  
68.399 ACRE TRACT OF LAND**

**BEING** a 68.399 acre (2,979,466 square feet) tract of land situated in the Santiago Del Valle Survey, Abstract No. 24, Travis County, Texas; being all of a called 23.734 acre tract of land described as Tract 1 and a called 29 acre tract of land described as Tract 4 in instrument to Snilloc Properties LLC recorded in Document No. 2010127691 of the Official Public Records of Travis County; also being all of a tract of land described in instrument to Carl Steven Alexander, Jr. recorded in Document No. 2011163261 of the Official Public Records of Travis County; and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found at the intersection of easterly right-of-way line of McKinney Falls Parkway (variable width) and the southerly right-of-way line of Dee Gabriel Collins Road (variable width) marking the west corner of a called 0.865 acre tract of land described in instrument to Gerard Ritz and Marylene Ritz recorded in Volume 12579, Page 1495 of the Official Public Records of Travis County, same being the western-most northwest corner or said Alexander tract;

**THENCE**, along the boundary of said 0.865 acre tract the following three (3) courses and distances:

1. South 63°04'44" East, 275.27 feet to a point for corner;
2. North 26°59'39" East, 154.67 feet to a point for corner;
3. North 63°00'21" West, 211.75 feet to a point for corner on the southerly right-of-way line of aforesaid Dee Gabriel Collins Road;

**THENCE**, along the southerly right-of-way line of said Dee Gabriel Collins Road the following two (2) courses and distances:

1. North 33°05'22" East, 227.49 feet to a point for corner;
2. North 47°55'49" East, 33.08 feet to the northwest corner of a called 2.00 acre tract of land described in instrument to Kimberly Collins Pierce recorded in Volume 11423, Page 703 of the Official Public Records of Travis County;

**THENCE**, South 63°01'35" East, along the southwesterly line of said 2.00 acre tract, at a distance of 14.20 feet pass a 1/2-inch iron rod found on line, continuing for a total distance of 795.18 feet to a point for corner;

**THENCE**, North 27°00'07" East, 1051.50 feet along the southeasterly line of said 2.00 acre tract and along the southeasterly line of a called 6.00 acre tract of land described in instrument to Kimberly Collins Pierce recorded in Volume 11423, Page 700 of the Official Public Records of Travis County, to a 1/2-inch iron rod found marking the northwest corner of aforesaid Tract 1 on the southerly right-of-way line of aforesaid Dee Gabriel Collins Road;

**THENCE**, along the southerly right-of-way line of said Dee Gabriel Collins Road the following four (4) courses and distances:

1. North 81°15'52" East, 270.92 feet to a 1/2-inch iron rod found for corner;
2. North 83°56'47" East, 136.21 feet to a 1/2-inch iron rod found for corner;
3. North 89°37'22" East, at a distance of 161.33 feet pass a 1/2-inch iron rod found marking the northeast corner of said Tract 1, same being the northwest corner of aforesaid Tract 4, continuing for a total distance of 202.62 feet to a 1/2-inch iron rod found for corner;
4. South 75°36'42" East, 551.37 feet to a 1/2-inch iron rod found marking the northeast corner of said Tract 4, same being the western-most northwest corner of a called 9.935 acre tract of land described as Tract VIII in instrument to the Collins Family Trust recorded in Document No. 2011082345 of the Official Public Records of Travis County;

DESCRIPTION CONTINUED ON SHEET 2 OF 3.



ABEL P. STENDAHL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6754  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
abel.stendahl@kimley-horn.com

8/14/2019

**EXHIBIT - 68.399 ACRES**  
SANTIAGO DEL VALLE SURVEY,  
ABSTRACT NO. 25  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350  
San Antonio, Texas 78216

FIRM # 10193973

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CONTINUING FROM SHEET 1 OF 3.

**THENCE**, South 26°58'06" West, 1966.11 feet, departing the southerly right-of-way line of said Dee Gabriel Collins Road, along the northwesterly line of said Tract VIII and along the northwesterly line of a called 22.065 acre tract of land described in said instrument to the Collins Family Trust to a 60D nail found marking the southwest corner of said Tract I on the northeasterly line of a called 29 acre tract of land described in instrument to Ella Lee Myers Collins recorded in Document No. 201082344 of the Official Public Records of Travis County;

**THENCE**, along the boundary of said 29 acre tract the following two (2) courses and distances:

1. North 63°13'54" West, 178.03 feet to a 3/4-inch iron rod found for corner;
2. South 27°22'30" West, 489.18 feet to the east corner of Lot 1, Block A of McKinney Falls Subdivision, plat of which recorded in Document No. 201800107 of the Official Public Records of Travis County;

**THENCE**, along the northeasterly line of said Lot 1 the following two (2) courses and distances:

1. North 62°12'09" West, at a distance of 396.65 feet pass a 1/2-inch iron rod found marking the west corner of said Tract 4, same being the south corner of aforesaid Tract 1, continuing for a total distance of 872.07 feet to a 1/2-inch iron rod found marking the west corner of said Tract 1, same being the south corner of aforesaid Alexander tract;
2. North 62°17'53" West, 452.95 feet to a 1/2-inch iron rod with a plastic cap stamped "B&G SURVEYING" found marking the southern-most west corner of said Alexander tract, same being the eastern-most north corner of said Lot 1, same also being the south corner of a called 1.000 acre tract of land described in instrument to Guillermo Palomino recorded in Document No. 2010161807 of the Official Public Records of Travis County;

**THENCE**, along the boundary of said 1.000 acre tract the following two (2) courses and distances:

1. North 27°29'25" East, 242.73 feet to a 1/2-inch iron rod found for corner;
2. North 62°25'30" West, 150.18 feet to a 1/2-inch iron rod with a plastic cap stamped "PRECISION SURVEYING" found marking the south corner of a called 0.736 acre tract of land described in instrument to Guillermo Palomino recorded in Document No. 2011163262 of the Official Public Records of Travis County;

**THENCE**, along the boundary of said 0.736 acre tract the following two (2) courses and distances:

1. North 27°34'30" East, 15.00 feet to a point for corner;
2. North 62°25'30" West, 217.56 feet to a point for corner on the easterly right-of-way line of aforesaid McKinney Falls Parkway;

**THENCE**, along the easterly right-of-way line of said McKinney Falls Parkway the following four (4) courses and distances:

1. North 4°40'09" East, 68.50 feet to a point for corner;
2. North 8°27'39" East, 56.43 feet to a point for corner;
3. North 12°30'39" East, 90.48 feet to a point for corner;
4. North 18°15'23" East, 63.10 feet to the **POINT OF BEGINNING**, and containing 68.399 acres of land in Travis County, Texas.  
The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.



*Handwritten signature of Abel P. Stendahl*  
8/14/2019

**EXHIBIT - 68.399 ACRES**  
**SANTIAGO DEL VALLE SURVEY,**  
**ABSTRACT NO. 25**  
**TRAVIS COUNTY, TEXAS**

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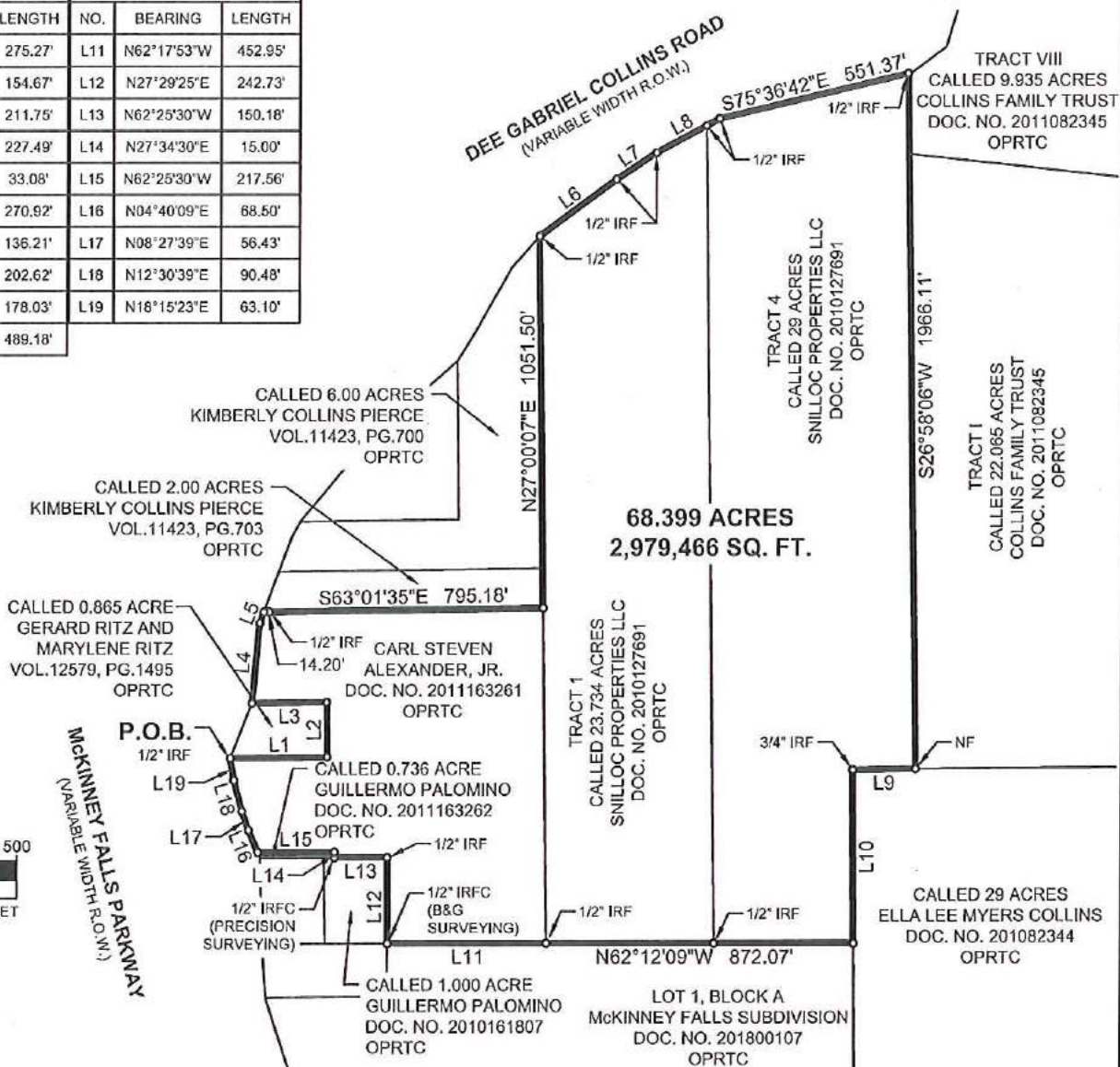
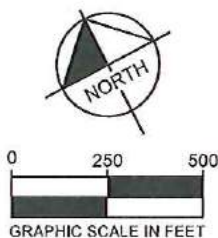
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LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S63°04'44"E	275.27'	L11	N62°17'53"W	452.95'
L2	N26°59'39"E	154.67'	L12	N27°29'25"E	242.73'
L3	N63°00'21"W	211.75'	L13	N62°25'30"W	150.18'
L4	N33°05'22"E	227.49'	L14	N27°34'30"E	15.00'
L5	N47°55'49"E	33.08'	L15	N62°25'30"W	217.56'
L6	N81°15'52"E	270.92'	L16	N04°40'09"E	68.50'
L7	N83°56'47"E	136.21'	L17	N08°27'39"E	56.43'
L8	N89°37'22"E	202.62'	L18	N12°30'39"E	90.48'
L9	N63°13'54"W	178.03'	L19	N18°15'23"E	63.10'
L10	S27°22'30"W	489.18'			



#### LEGEND:

P.O.B. = POINT OF BEGINNING  
 IRFC = IRON ROD W/CAP FOUND  
 IRF = IRON ROD FOUND  
 NF = 60D NAIL FOUND  
 OPRTC = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY

#### NOTES:

The bearings, distances, areas and coordinates shown hereon are Texas State Coordinate System GRID, South Central Zone (FIPS 4204) (NAD'83), as determined by the Global Positioning System (GPS). The unit of linear measurement is U.S. Survey Feet.



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 REGISTERED PROFESSIONAL  
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