

FM 620 TRACT 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 Judy Helms, Fred Helms, Kathy Gross, and Donald Gross, as Owners of the Property at 11405, 11409, and 11411 North FM 620 Road, including without limitation her or his successors, assigns, agents, and affiliated entities (“**Owners**”). By the signatures below, Owners warrant and represent that there are no other fee-simple owners of any portion of the Property and no other third parties holding a fee simple ownership interest therein.

RECITALS

- A. Owners collectively own approximately 9.4 acres of land located entirely in Travis, Texas described in the attached Exhibit “A” (“**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 Owners’ 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. Each Owner hereby acknowledges the provision of infrastructure improvements necessitated by proposed future development shall be the sole responsibility of the Owner with respect to the portion of the Property owned by such Owner 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, and Swimming Pools.**
- H. **Operation and Maintenance of any Other Publicly Owned Facility, Building, or Service.**
- I. **Watershed Protection.** The Watershed Protection Department will provide drainage planning and maintenance services in the annexation area.
- J. **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.
- K. **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.
- L. **Library.** Upon annexation residents may utilize all Austin Public Library facilities.

- M. **Public Health, Social, and Environmental Services.** Upon annexation the Austin/Travis County Health and Human Services Department will provide services.
- N. **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.
- O. **Clean Community Services.** Austin Resource Recovery will provide clean community services.
- P. **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 Owners.

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

Section 5.02 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 all of the owners of the Property at the time of such amendment.

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 _____, 2020, by _____

[SEAL]

Notary Public, State of Texas

APPROVED AS TO FORM:

City of Austin
Law Department

LEE SIMMONS, Assistant City Attorney

OWNER:

By: _____

Name: **JUDY HELMS**

Date: _____

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 _____)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

OWNER:

By: _____

Name: **FRED HELMS**

Date: _____

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 _____)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

OWNER:

By: _____

Name: **KATHY GROSS**

Date: _____

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 _____)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

OWNER:

By: _____

Name: **DONALD GROSS**

Date: _____

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 _____)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

AFTER RECORDING, PLEASE RETURN TO:

Andrei Lubomudrov
City of Austin
Planning and Zoning Department
PO Box 1088
Austin, TX 78767

C7a-2020-0001

Area to be changed from a Limited Purpose Annexation to a Full Purpose Annexation.

EXHIBIT A

PROPERTY DESCRIPTION

(Approximately 9.397 acres of land out of the S.A. & M.G.R.R. Co. Survey No. 800, Abstract No. 748, the William P. Rutledge Survey No. 603, Abstract No. 663 and the J. Grimes Survey No. 25, Abstract No. 318 in Travis County, Texas)

(Unplatted Land)

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR A TRACT OF LAND CONTAINING APPROXIMATELY 9.397 ACRES OF LAND OUT THE S.A. & M.G.R.R. CO. SURVEY NO. 800, ABSTRACT NO. 748, THE WILLIAM P. RUTLEDGE SURVEY NO. 603, ABSTRACT NO. 633 AND J. GRIMES SURVEY NO. 25, ABSTRACT NO. 318 IN TRAVIS COUNTY, TEXAS; OF WHICH APPROXIMATELY 9.397 ACRES OF LAND ARE TO BE MADE PART OF THE CITY OF AUSTIN. SAID APPROXIMATELY 9.397 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING approximately 9.397 acres of land being all of that called 3.542 acre tract of land referred to as "Tract 1", all of that called 3.423 acre tract of land referred to as "Tract 2" and all of that called 2.427 acre tract of land referred to as "Tract 3" in Special Warranty Partition Deed recorded in Document No. 2008035941 of the Official Public Records of Travis County, Texas and as surveyed by Bryan D. Newsone, RPLS No. 5657 of Chaparral Professional Land Surveying, Inc. on January 29, 2020.

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

LEGAL DESCRIPTION: Mary P. Hawkins
05-12-2020

Mary P. Hawkins 5/12/2020

APPROVED: Mary P. Hawkins, RPLS No. 4433
Quality Management Division
Department of Public Works
City of Austin

REFERENCES

Austin Grid E-38
TCAD MAPS 1-7423