

ORDINANCE NO. 20210325-073

AN ORDINANCE ANNEXING, FOR FULL PURPOSES, APPROXIMATELY 24 ACRES LOCATED AT 8201 THAXTON ROAD, LOCATED NEAR MCKINNEY FALLS PARKWAY AND THAXTON ROAD, IN TRAVIS COUNTY, TEXAS, AND APPROVING A WRITTEN SERVICES AGREEMENT WITH THE OWNER.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The Council finds that:

- (A) Notice of the public hearing concerning annexation of the territory described in **Exhibit "A"** was published in a newspaper of general circulation in the City of Austin and in the area to be annexed, and on the City of Austin website.
- (B) The public hearing was held on March 25, 2021, online via videoconference.
- (C) The public hearing was concluded after providing an opportunity for all persons present to be heard with respect to the proposed annexation.
- (D) The annexation, for full purposes, of the territory described in **Exhibit "A"** serves the interest of the current and future residents of the City of Austin.
- (E) All procedural requirements imposed by state law for the full-purpose annexation of the territory described in **Exhibit "A"** have been met.

PART 2. The present boundary limits of the City are amended to include the following territory, which is within the extraterritorial jurisdiction and adjacent to the city limits of the City of Austin in Travis County, Texas, and which is annexed into the City for full purposes:

Approximately 24 acres of land located at 8201 Thaxton Road, this area being more particularly described in **Exhibit "A"**.

PART 3. The City Council declares that its purpose is to annex to the City of Austin each part of the area described in **Exhibit "A"** as provided in this ordinance, whether any other part of the described area is effectively annexed to the City. If this ordinance is held invalid as to part of the area annexed to the City of Austin, the invalidity does not affect the effectiveness of this ordinance as to the remainder of the area.

If any area or lands included within the description of the area set out in **Exhibit "A"** are:
(1) presently part of and included within the general limits of the City of Austin; (2)
presently part of and included within the limits of any other city, town or village; or (3)

are not within the jurisdiction of the City of Austin to annex, then that area is excluded and excepted from the area annexed.

PART 4. The City Council authorizes the negotiation and execution of a written services agreement with the owner of the territory described in **Exhibit "B"**.

PART 5. This ordinance takes effect on April 5, 2021.

PASSED AND APPROVED

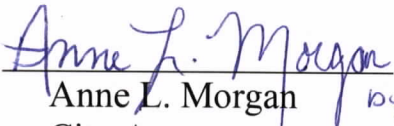
_____, March 25, 2021

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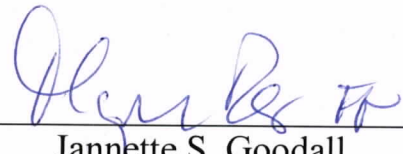
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

Exhibit A: Property Description

C7a-2021-0001

Area to be annexed.

(Approximately 24.268 acres of
land out of the Santiago Del
Valle Survey, Abstract No. 24
in Travis County, Texas)
(Unplatted Land)

LEGAL DESCRIPTION

**LEGAL DESCRIPTION FOR A TRACT OF LAND
CONTAINING APPROXIMATELY 24.268 ACRES OF LAND
OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT
NO. 24 IN TRAVIS COUNTY, TEXAS; OF WHICH
APPROXIMATELY 24.268 ACRES OF LAND ARE TO BE
MADE PART OF THE CITY OF AUSTIN, SAID
APPROXIMATELY 24.268 ACRES BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

BEING all of that certain called 24.268 acre tract of land
conveyed to Philip Boghosian, as Trustee of the Philip Boghosian
Living Trust by Special Warranty Deed recorded in Document No.
2016210557 of the Official Public Records of Travis County, Texas.

"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

01-14-2021

Mary P. Hawkins
1-14-2021

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

REFERENCES

Austin Grid J-12 & J-13
TCAD MAP 3-3406, 3-3606 & 3-3901

**MCKINNEY FALLS AND THAXTON 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 **The Philip Boghosian Living Trust**, as Owner of the Property (as hereinafter described) at approximately 8101 Thaxton Road, including without limitation its successors, assigns, agents, and affiliated entities ("**Owner**"). By the signatures below, Owner warrants and represents 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. Owner owns approximately 24.268 acres of land located entirely in Travis County, Texas described in the attached Exhibit "A" ("**Property**").
- B. Owner requests to have the Property annexed into the City's full purpose jurisdiction; Owner agrees to voluntarily enter into this Agreement.
- C. This Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code to address 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 Owner 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. Subject to and except as provided in Section 43.002 and Chapter 245 of the Texas Local Government Code, 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. Owner 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. Owner hereby acknowledges the provision of infrastructure improvements necessitated by proposed future development shall be the sole responsibility of the Owner and may be subject to City Council approval to the extent required by applicable provisions of the City Code.
- B. Subject to and except as provided in Section 43.002 and Chapter 245 of the Texas Local Government Code, 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.** The Parks and Recreation Department will operate and maintain public parks, playgrounds, and swimming pools in accordance with the City Code and operating procedures.
- H. **Operation and Maintenance of any Other Publicly Owned Facility, Building, or Service. Watershed Protection** The Watershed Protection Department, or successor department, will provide drainage planning and maintenance services in the annexation area.
- I. **Planning and Development Review** The Housing and Planning Department and the Development Services Department (or successor departments) 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, or

successor 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 Owner.

- A. **Organization and Good Standing.** Owner 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.** This Agreement constitutes a legal, valid, and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner 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 Owner.

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 Owner.

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 _____, 2021, by _____

[SEAL]

Notary Public, State of Texas

APPROVED AS TO FORM:

City of Austin
Law Department

LEE SIMMONS, Assistant City Attorney

OWNER:

The Philip Boghosian Living Trust

By:

Name: Philip Boghosian

Title: Trustee

Date: _____

Acknowledgement

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2021, by _____

[SEAL]

Notary Public Signature

AFTER RECORDING, PLEASE RETURN TO:

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