

ORDINANCE NO. 20210930-118

AN ORDINANCE ANNEXING, FOR FULL PURPOSES, APPROXIMATELY 25 ACRES LOCATED AT 11213 NORTH FM 620 ROAD IN TRAVIS COUNTY, TEXAS, AND RATIFYING A 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, attached as **Exhibit “1”**, 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 September 30, 2021, at the Austin City Hall, 301 West 2nd Street, Austin, Texas, and 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 limited purpose 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 25 acres of land located at 11213 North FM 620 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.

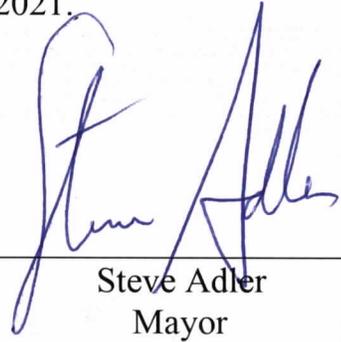
PART 4. The City Council authorizes the ratification of a written services agreement, attached as **Exhibit "B"** with the owner of the territory described in **Exhibit "A"**.

PART 5. This ordinance takes effect on October 11, 2021.

PASSED AND APPROVED

_____ September 30 _____, 2021

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_____ Steve Adler
Mayor

APPROVED: Anne L. Morgan
Anne L. Morgan *by n7*
City Attorney

ATTEST: Jannette S. Goodall
Jannette S. Goodall
City Clerk

NOTICE OF PUBLIC HEARING ON AN-
NEXATION

Exhibit 1

A public hearing will be held by the City Council of Austin, Texas for the Plaza Volente annexation area. At the hearing, City Council will hear and consider comments on issues related to the full purpose annexation of land in Travis County.

Hearing date and location: August 26, 2021, meeting convenes at 10:00 AM via videoconference and at 301 W. 2nd St., Austin, TX 78701. All speakers must register in advance. Instructions for speaker registration and participation are available at the Austin City Council Meeting Information Center website at <https://www.austintexas.gov/council>.

C7a-2021-0004 Plaza Volente annexation area (approximately 25-acres) is located at 11213 N FM 620 (Travis Property ID #178190). The area is currently in the City of Austin's extraterritorial jurisdiction adjacent to Council District 6. The subject property is along FM 620 Road just south of the intersection with Anderson Mill Road. The anticipated use of the site is high-density multifamily. The current use of the property is agricultural/commercial land. The annexation will not have an impact on the boundaries of Austin's extraterritorial jurisdiction.

Additional information regarding this case is available on the City's website at <https://www.austintexas.gov/annexation>. For further information, contact Andrei Lubomudrov at (512) 974-7659.

08-14/21

0000655029-01

Exhibit A

C7a-2021-0004

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

(Approximately 24.957 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 James Grimes Survey No. 25, Abstract No. 317 in Travis County, Texas)

(Unplatted Land)

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR A TRACT OF LAND CONTAINING APPROXIMATELY 24.957 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. 317 IN TRAVIS COUNTY, TEXAS; OF WHICH APPROXIMATELY 24.957 ACRES OF LAND ARE TO BE MADE PART OF THE CITY OF AUSTIN. SAID APPROXIMATELY 24.957 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING all of that certain called 24.957 acre tract of land conveyed to CWS Plaza Volente MF, L.P. by Special Warranty Deed recorded in Document No. 2021133438 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
07-29-2021

Mary P. Hawkins 7/29/2021

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

REFERENCES

Austin Grid E-37 & E-38
TCAD MAPS 1-7527

Exhibit B

11213 N FM 620 RD, AUSTIN, TEXAS 78726

WRITTEN AGREEMENT
REGARDING SERVICES

THE STATE OF TEXAS

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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 **CWS PLAZA VOLENTE MF, L.P.**, a Delaware limited partnership, as Owner of the Property at approximately **11213 N FM 620 RD, Austin, Texas 78726**, 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 24.95 acres of land located entirely in Travis County, Texas described in the attached Exhibit "A" (the "**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. 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.**
- I. **Watershed Protection.** The Watershed Protection Department, or successor department, will provide drainage planning and maintenance services in the annexation area.
- J. **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.

- K. **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.
- L. **Library.** Upon annexation residents may utilize all Austin Public Library facilities and services.
- 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 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 it purports to own or use, and to perform all of its 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 its 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 the 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

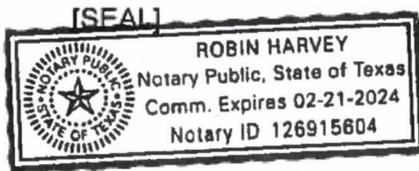
By: [Signature]
J. Rodney Gonzales, Assistant City Manager

Date: August 25, 2021

Acknowledgement

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT was acknowledged before me on the 25 day of August, 2021, by J. Rodney Gonzales, Asst. City Mgr. of the City of Austin, a municipal corporation, on behalf of said municipal corporation.



[Signature]
Notary Public, State of Texas

APPROVED AS TO FORM:

City of Austin
Law Department

[Signature]

LEE SIMMONS, Assistant City Attorney

OWNER:

CWS PLAZA VOLENTE MF, L.P.,
a Delaware limited partnership

By: CWSFG Plaza Volente MF, LLC,
a Delaware limited liability company,
its general partner

By: Mary Ellen Barlow
Name: Mary Ellen Barlow
Title: Vice President

Date: 10 August 2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 California }
County of Orange }
On August 10, 2021 before me, Susan Roberts, notary public.
Date Here Insert Name and Title of the Officer
personally appeared Mary Ellen Barlow,
Name(s) of Signer(s)

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 Susan Roberts
Signature of Notary Public



Place Notary Seal Above

AFTER SIGNING, PLEASE RETURN TO:

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

Exhibit A: Property
Description

C7a-2021-0004

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APPROVED: Mary P. Hawkins, RPLS No. 4433
Quality Management Division
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REFERENCES

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