

Control Number: 50903



Item Number: 1

Addendum StartPage: 0



Submittal Table of Contents

Cover Letter	1
Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255	2
Exhibit 1: Application Item 6 – Dates of Incorporation	8
Exhibit 2: General Location Map	9
Exhibit 3: Detailed Area Map	10
Exhibit 4: Agreement for the Transfer of Water Certificate of Convenience and Necessity Service Area (Property Within City Limits)	11



100 East Main Street
Suite 300
P.O. Box 589
Pflugerville, TX 78691
(512) 990-6101

June 2, 2020

Public Utility Commission of Texas
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

To Whom It May Concern,

The City of Pflugerville (City) has entered into an agreement, pursuant to Texas Water Code Section 13.255(a), with Manville Water Supply Corporation (Manville) to transfer a portion of Manville's Water certificate of convenience and necessity (CCN No. 11144) from Manville to the City's certificate of convenience and necessity (CCN No. 11303) for single certification. The proposed water CCN area to be transferred is located fully within the City's limits, and the City is capable of providing continuous and adequate service to all customers and qualified applicants for service within its certificated service area. Per the terms of the attached Agreement for the Transfer of Water Certificate of Convenience and Necessity Service Area, the City will acquire single certification of the Water CCN area to be transferred but will not acquire any infrastructure, facilities or property from Manville.

In accordance with Texas Water Code Section 13.255(a), please find the attached application and executed agreement from the City serving as the filing necessary to inform the Public Utility Commission of Texas of the agreement executed by the City and Manville to decertify the area from Manville's water CCN and incorporate the area into the City's water CCN.

Should you have any questions or need additional information regarding this filing or application, please feel free to contact Amy Giannini, Assistant City Manager, at agiannini@pflugervilletx.gov or (512) 990-6107.

Sincerely,

A handwritten signature in blue ink, appearing to read "S Breland", is written over a faint, larger blue signature that is partially obscured.

Sereniah Breland
City Manager
City of Pflugerville

Attachments: Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255
Agreement for the Transfer of Water Certificate of Convenience and Necessity Service Area

CC: Tony Graf, General Manager, Manville Water Supply Corporation

PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER
SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY



Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255

Docket Number: **150903**

(this number will be assigned by the Public Utility Commission after your application is filed)

7 copies of the application, including the original shall be filed with

Public Utility Commission of Texas
Attention: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

If submitting digital map data, two copies of the portable electronic storage medium (such as CD or DVD) are required.

CCN Requirements

1. Purpose of application

Check all boxes that apply.

The purpose of this application is to:

The purpose of this application is to: submit to the PUC, pursuant to Water Code §13.255(a), the written agreement between the City of Pflugerville (Pflugerville) and Manville Water Supply Corporation (Manville) to grant Pflugerville single certification for water utility service within those areas inside Pflugerville's corporate limits currently certificated to Manville. Pursuant to §13.255(a), "the commission, on receipt of the agreement, shall incorporate the terms of the agreement into the respective CCNs of the parties." A copy of the §13.255 agreement of the Parties is attached as Exhibit 2.

☒ Obtain single certification to a service area within the cities limits; and /or

☒ Amend Certificate of Convenience and Necessity (CCN) No. 11303 (City of Pflugerville)

to provide ☒ water or ☐ sewer service to:

City Limits Areas (see attached map) (Subdivision or Area) and to decertify
a portion of Manville Water Supply Corporation, CCN No. 11144 (Name of Utility and CCN No.)

2. Applicant

Name of City: Pflugerville

Mailing address: P.O. Box 589, Pflugerville, TX 78691

Phone: 512-990-6100

Fax: 512-990-4364

Email: agiannini@pflugervilletx.gov

Tax Identification number: 741737408

3. County or counties

Name of county(ies)where the city intends to provide retail public utility service:

Travis County

4. Contact information

Contact person regarding this application:

Name: Amy Giannini

Title: Assistant City Manager

Mailing address: P.O. Box 589, Pflugerville, TX 78691

Phone: 512-990-6107

Fax: 512-990-4364

Email: agiannini@pflugervilletx.gov

5. Retail public utility

Retail public utility currently certificated to the area involved in this application:

Utility Name: Manville Water Supply Corporation

Title:

Mailing address: 13805 State Hwy 95, Coupland, TX 78615

Phone: (512) 856-2488

Fax: (512) 856-2029

Email:

Retail public utility contact person regarding negotiations with the city over the service area involved:

Name: Tony Graf

Title: General Manager

Mailing address: 13805 State Hwy 95, Coupland, TX 78615

Phone: (512) 856-2488

Fax: (512) 856-2029

Email: tonygraf@manvillewsc.org

6. Service area

On what date was this proposed service area incorporated by the city? Various dates; Dates of incorporation and annexation are shown on the map in Exhibit 1. The annexation ordinances for proposed service areas are included in the attached agreement made pursuant to §13.255(a). In addition, see Exhibits 2 & 3 for a General Location Map and Detailed Area Map.

7. Negotiation date between city and retail public utility

On what date did negotiations begin between the city and the retail public utility? Please see Exhibit 1 for agreement pursuant to §13.255(a)

8. Notice date

On what date was notice of the city's intent to provide service to the incorporated or annexed area provided to the retail public utility made? N/A. This is an agreement pursuant to § 13.255(a) which does not require notice of such agreement.
Pflugerville and Manville held noticed public hearings/meetings at which their § 13.255 agreement was discussed and approved. Please attach a copy of the notice provided. Also attach a copy of the mailing list indicating to whom such notice was provided.

9. Description of retail public utility facilities

Please provide a brief description of the retail public utility's facilities in the service area involved in this application. Also indicate how many customers are currently receiving service from the retail public utility in this area:

The City and Manville have agreed for the City to acquire a portion of Manville Water CCN area within the Pflugerville City Limits as described in the attached agreement. The City will not acquire any Manville WSC infrastructure or facilities as part of the agreement.

10. Service start date

Provide the date when city service to the area can begin. Upon incorporation of agreement by PUC.

11. Franchised utility information

If the city will allow a franchised utility to provide service to the area involved, please attach a copy of the city consent or franchise agreement and provide the following information:

Utility Name: N/A

Mailing address:

Phone:

Fax:

Email:

Franchised Utility's CCN Number:

Franchised Utility's contact person and their address:

Name:

Title:

Mailing address:

Email:

Phone:

Phone:

Fax:

Email:

12. Paper map requirements

All maps should include applicant's name, address, telephone number, and date of drawing or revision and be folded to 8½ x 11 inches.

Attach the following maps with each copy of the application:

- A. Subdivision plat or engineering plans or other large scale map showing the following:
 1. The exact proposed service area boundary showing locations of requests for service and locations of existing connections (if applicable).
 2. Metes and bounds (if available).
 3. Proposed and existing service area boundaries should be plotted on the map in relation to verifiable natural and man-made landmarks such as roads, creeks, rivers, railroads, etc.
 4. Service area boundaries should be shown with such exactness that they can be located on the ground.
- ❖ ***Applicant may use a USGS 7.5"-minute series map if no other large scale map is available.***
- B. Small scale location map delineating the proposed service area. The proposed service area boundary should be delineated on a copy of the official CCN map. This map will assist the Public Utility Commission in locating the proposed service area in relation to neighboring utility service areas.
- C. Hard copy maps should include the following items:
 1. Map scale should be prominently displayed.
 2. Color coding should be used to differentiate the applicants existing service areas from the proposed service area.
 3. Attach a written description of the proposed service area.
 4. Proposed service area should be the same on all maps.
 5. Include map information in digital format (if available), see 13, GIS map information.
- D. Each utility shall make available to the public at each of its business offices and designated sales offices within Texas the map of the proposed service area currently on file with the Commission. The applicant employees shall lend assistance to persons requesting to see a map of the proposed area upon request.
- ❖ ***For information on obtaining a CCN base map or questions about sending digital map data, please visit the Water Utilities section of the PUC's website for assistance.***

13. GIS map information

A. Digital Map Requirements: In order that your digital data can be properly used, the following information is necessary:

1. Submit digital data of the proposed CCN service area on a CD, flash drive, or DVD. Two digital copies are necessary. Most files of CCNs (minus the base map) should be small enough to zip up and put on a CD.
2. The digital data should include all items represented in the hard copy maps.
3. Please identify data file format, projection information, map units and base map used. Acceptable Data

File Format:

- a. ArcView shape file (preferred)
- b. Arc/Info E00 file

❖ *For information on obtaining a CCN base map or questions about sending digital map data, please visit the Water Utilities section of the PUC website for assistance.*

ALL APPLICABLE QUESTIONS MUST BE ANSWERED FULLY.

THE APPLICATION WILL NOT BE ACCEPTED FOR FILING WITHOUT MAPS.

PLEASE NOTE THE FILING OF THIS APPLICATION DOES NOT CONSTITUTE AUTHORITY TO PROVIDE WATER/SEWER SERVICE IN THE REQUESTED AREA.

OATH

State of Texas

County of Travis

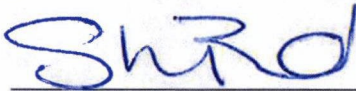
I, Sereniah Breland being duly sworn, file this

application under V.T.C.A., Water Code Section 13.255 as City of Pflugerville

(Name of the City); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the maps filed with this application, and have complied with all the requirements contained in this application; and, that all such statements made and matters set forth therein are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Public Utility Commission of Texas.

I further represent that the application form has not been changed, altered or amended from its original form available only from the Commission.

I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants for service within its certificated service area.



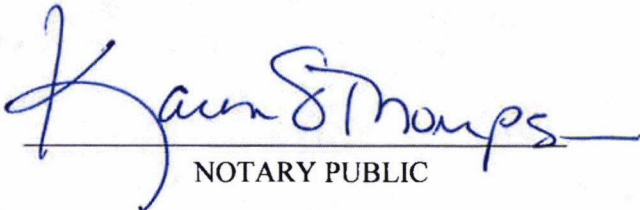
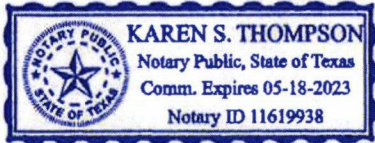
AFFIANT

(Applicant's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of
Texas, this 15th day of June 20 20

SEAL


NOTARY PUBLIC



PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY

Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255

Instructions and Checklist

Each question on the application must be answered completely. If additional space is needed, attach additional sheets clearly labeled with the applicant's name and Docket Number if available. If a question is not applicable, please mark it N.A. and briefly explain why the question does not apply. **DO NOT LEAVE ANY QUESTIONS BLANK.**

7 copies of the application package, including the original, must be filed with the commission's filing clerk, per [§22.71\(c\)\(9\)](#) of the Commission's procedural rules.

The following items must be included in the application package:

- Completed application form, including any attachments
- Copy of notice of city's intent to serve the incorporated or annexed area to the retail public utility
- Completed Oath
- Maps - See the Map section on the application form for more details.

No required filing fee.

7 copies of the completed application package, including the original should be sent to:

Filing Clerk
Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

Exhibit 1: Application Item 6 – Dates of Incorporation

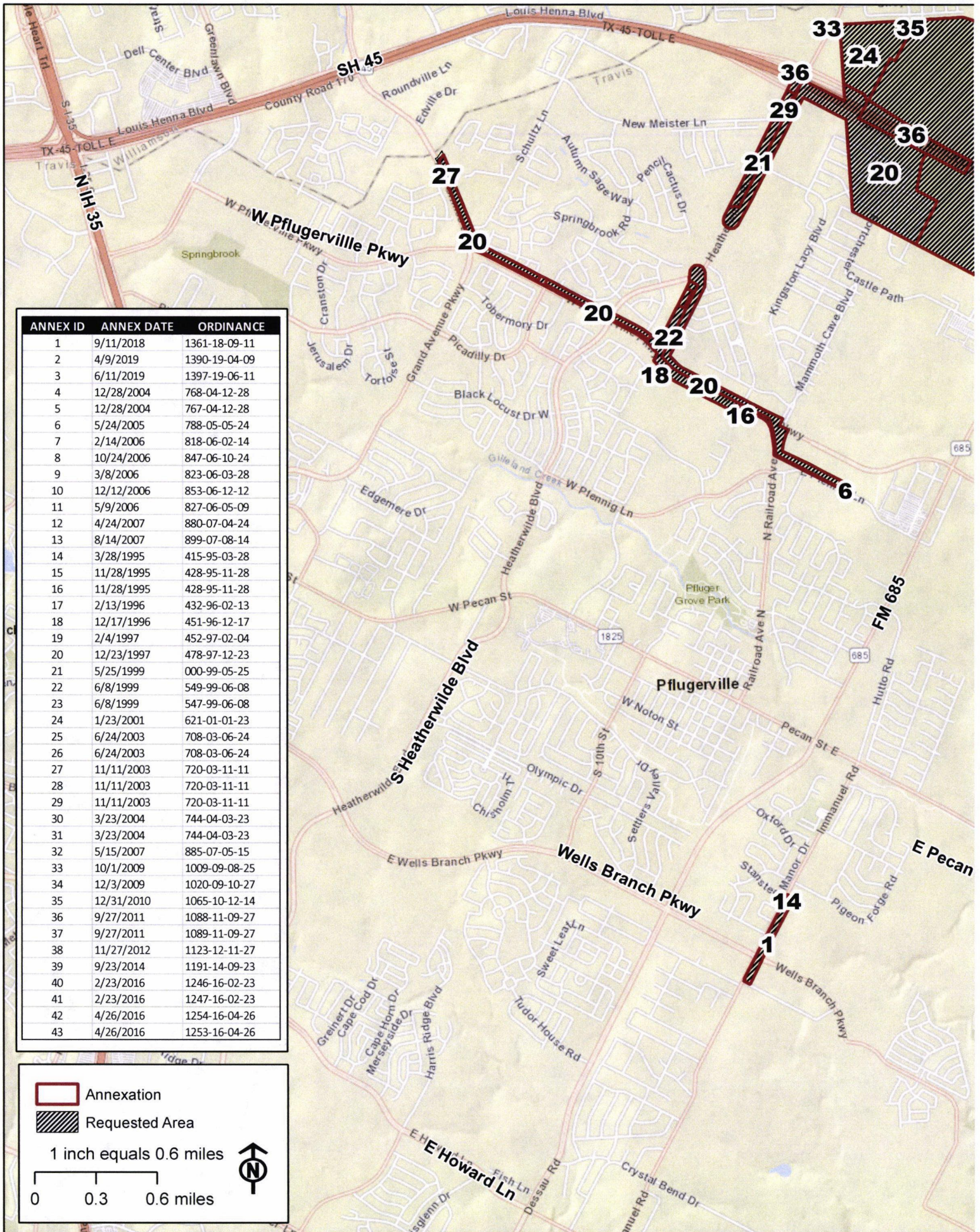


Exhibit 2: General Location Map - Requested Ar

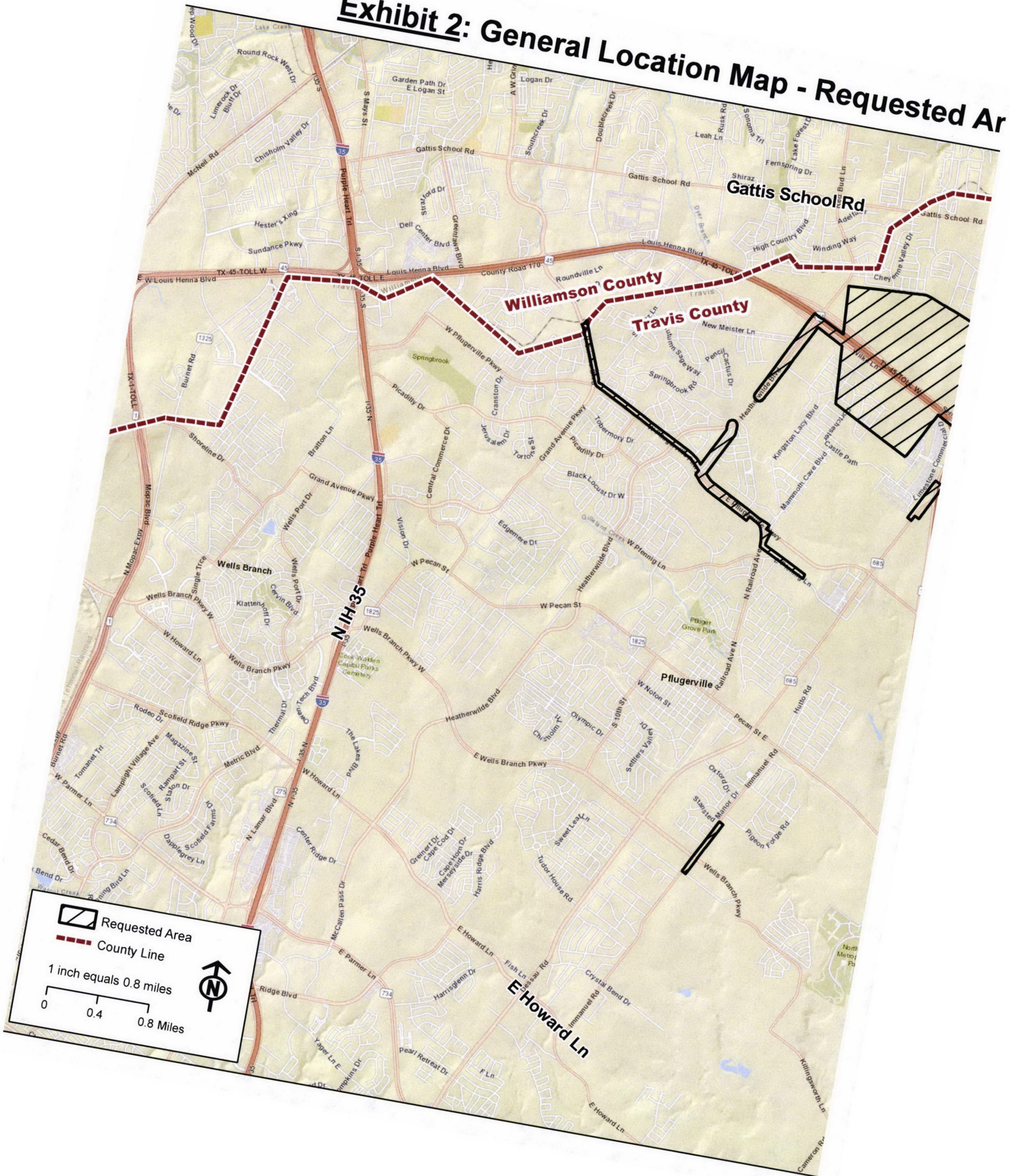


Exhibit 3: Detailed Area Map - Requested Area

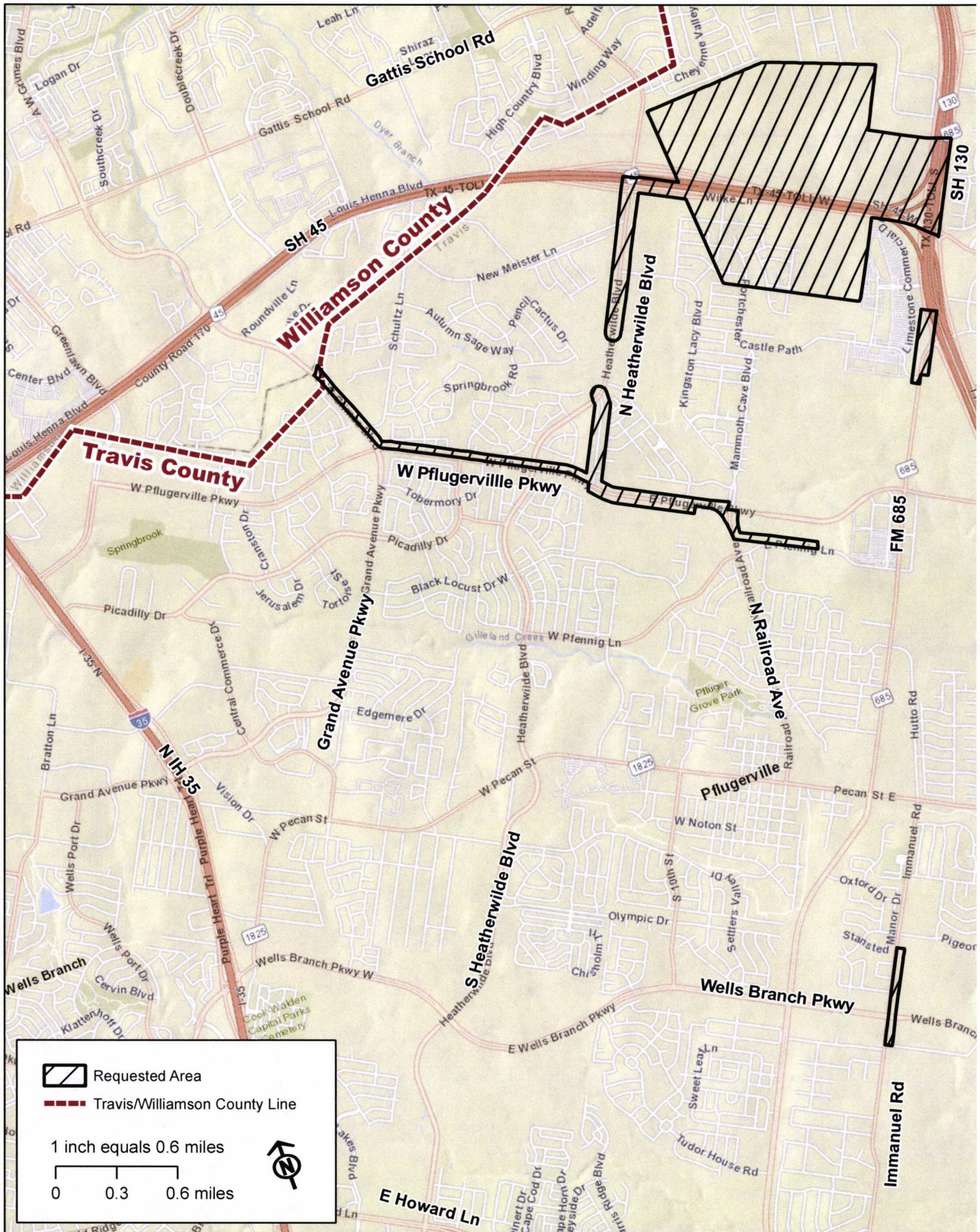


Exhibit 4

**AGREEMENT FOR THE TRANSFER OF WATER
CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA
(Property Within City Limits)**

THIS AGREEMENT FOR THE TRANSFER OF WATER SERVICE AREA (the "Agreement") is made and entered into by and between MANVILLE WATER SUPPLY CORPORATION ("Manville"), a Texas non-profit water supply corporation and member-owned retail public utility, operating under the provisions of Chapter 67, Texas Water Code, and the CITY OF PFLUGERVILLE, TEXAS ("Pflugerville"), a Texas home rule municipality operating a retail public water utility. The parties may be referred to collectively herein as the "Parties."

WHEREAS, Manville holds a water certificate of convenience and necessity identified as CCN 11144 by the Texas Public Utility Commission ("Manville CCN") that authorizes and obligates Manville to provide potable water service within Manville CCN area, which includes certain lands hereinafter described that, as a result of growth of Pflugerville, now are within the corporate limits of Pflugerville; and

WHEREAS, Pflugerville also holds a water CCN identified as CCN 11303 by the Texas Public Utility Commission ("Pflugerville CCN") that authorizes and obligates Pflugerville to provide potable water service to the area covered by the Pflugerville CCN; and

WHEREAS, the Parties have determined that it is in the best interests of both Parties and of future landowners and developers within the area identified herein that the full range of Pflugerville municipal water services, including fire flow protection, be available to the certificated area involved herein; and

WHEREAS, the Parties desire to establish this Agreement as evidence of their joint and collaborative written consent and agree to amend their respective CCNs through the Texas Public Utility Commission ("PUC") pursuant to the various processes established by Chapter 13 of the Texas Water Code ("TWC"), as more specifically detailed herein, to transfer the desired portions of the Manville CCN to the Pflugerville CCN for single certification, while consenting to Manville's provision of potable water service to its existing customers until such time as the services can be transferred to Pflugerville, in accordance with the terms of this Agreement, to ensure that there will be no interruption of service or change in service to existing Manville customers; and

WHEREAS, the Parties desire, consent and agree that one purpose of the Agreement is to serve as Manville's consent to decertify the certificated area involved herein for transfer to and incorporation into the Pflugerville CCN area.

WHEREAS, the Parties desire, consent and agree that another purpose of the Agreement is to serve as notice to Manville of Pflugerville's intent to provide service in its incorporated area as described in Rule §24.259(c) of the Texas Administrative Code ("TAC"); and

WHEREAS, the Parties agree to the modification of the Manville CCN and the Pflugerville CCN to incorporate the terms of this Agreement into their respective CCNs, and by these presents wish to designate the areas to be served by Manville and Pflugerville under the terms and conditions herein and for consideration herein set out.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency is hereby acknowledged, Manville and Pflugerville agree as follow:

I. Recitals

Manville and Pflugerville agree that the recitals above are hereby incorporated into this agreement as essential terms and conditions, which are enforceable, and the parties mutually rely on the recitals in entering into this agreement.

II. Transfer

Section 2.01 The Parties agree that those certain areas located within the corporate limits of Pflugerville, and also the Manville CCN, on the day prior to the effective date of this Agreement, consisting of 2608.11 acres of land more specifically described by map attached hereto as **Exhibit A** (hereinafter "CCN Transfer Area") and incorporated herein, shall be decertificated from the Manville CCN and transferred to and incorporated into the Pflugerville CCN by agreement pursuant to Section 13.255(a) of the TWC and Rule §24.259(d) of the TAC.

Section 2.02 The Parties further agree, consent and shall file this Agreement with the PUC to incorporate the terms of this Agreement and the CCN Transfer Area into the Pflugerville CCN for single certification under the authority and by the virtue of TWC § 13.255(a), wherein the law provides that in the event that an area is located within the incorporated area of a municipality, the municipality and a retail public utility that provides water service to all or part of an area pursuant to a certificate of convenience and necessity may agree in writing that all or part of the area may be served by a municipality owned utility with said agreement providing for single or dual certification for all or part of the area and such other or additional terms as the parties may agree on. And, therefore, both Parties hereto agree that this Agreement qualifies as a TWC § 13.255(a) agreement and shall be filed with the PUC, and the PUC on receipt of this Agreement shall incorporate the terms of this Agreement into the respective certificates of convenience and necessity of the parties to this Agreement in accordance with the TWC and TAC.

Section 2.03 This Agreement is binding on the Parties to the extent permitted by law. Notwithstanding anything contained herein, the CCN Transfer Area acquisition and transfer consented to and agreed to by the Parties within this Agreement and this Agreement as a whole shall remain contingent upon the approval by the PUC and by the United States Department of Agriculture-Rural Development ("USDA"), if applicable, and any other governmental entity having regulatory jurisdiction over the subject matter (collectively, the "Regulatory Authorities"). Manville and Pflugerville agree to cooperate in good

faith and use their best efforts to participate and assist each other in the efforts, including without limitation, the timely filing of all necessary consents, documents or satisfaction of other Regulatory Authorities requirements to obtain approval by all state and federal entities necessary to give effect to this Agreement and the incorporate of the CCN Transfer Area into the Pflugerville CCN.

Section 2.04 Pflugerville shall pay all costs associated with the PUC application process and shall be responsible for preparing and filing on behalf of the Parties all appropriate applications to the PUC. If applicable, Manville shall take all necessary actions and pay all costs associated with securing the consent of the USDA for the transfer of the CCN Transfer Area.

III. Consideration

In consideration of the foregoing transfer of the CCN Transfer Area, and as full compensation to Manville for loss of service area, Pflugerville will pay the sum of ONE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$1,400.00) per acre for a total payment of THREE MILLION SIX HUNDRED FIFTY ONE THOUSAND THREE HUNDRED FIFTY FOUR DOLLARS AND NO CENTS (\$3,651,354.00). Payment shall be made in one lump sum, in cash and held in escrow by a mutually agreeable financial institution with offices in Pflugerville to be paid to Manville upon incorporation of the terms of this Agreement into the respective CCNs by the Public Utility Commission of Texas ("PUC") and upon approval by any other necessary Regulatory Authorities, if any. The Parties agree and stipulate that the sum aforesaid is a reasonable compensation to Manville for the loss of the CCN Transfer Area, and that payment is in lieu of all other forms of compensation including those provided for in TWC § 13.255.

IV. Existing Manville Customers, Interim Customers and Infrastructure

Section 4.01 No Manville real or personal property interests, easements, lines, storage or production facilities, or other utility infrastructure of any description shall convey to Pflugerville as a result of this Agreement.

Section 4.02 All existing customers, whether wholesale or retail, of Manville and Pflugerville contained within the CCN Transfer Area shall remain customers of Manville and Pflugerville, respectively. No existing customers of either of the Parties shall be required to change providers as a result of this Agreement. Manville will continue to provide service to currently existing Manville customers being served by Manville in the CCN Transfer Area as of the effective date of this Agreement ("Legacy Customers") and will provide service to any new applicants in the CCN Transfer Area between the execution of this Agreement and the date the PUC incorporates terms of this Agreement into the Pflugerville and Manville CCNs ("Interim Manville Applicants"). Pflugerville shall provide service to all new applicants in the CCN Transfer Area applying for service on and after the date the PUC incorporates the terms of this Agreement into the Pflugerville and Manville CCNs pursuant to TWC § 13.255 and 16 TAC §24.229(c). Pflugerville shall thereafter provide continuous and adequate service to all applicants for service within the CCN Transfer Area.

Section 4.03 In accordance with section 4.02 above, both parties hereto acknowledge and agree that the Agreement shall serve as written consent to allow the other Party, as a retail public utility, to continue to provide service in the CCN Transfer Area before and after the transfer of the CCN Transfer Area to Pflugerville as provided in Section II above as contemplated by TWC § 13.255(a) until such time as said services ultimately transition to Pflugerville, in accordance with this Agreement.

Section 4.04 To the extent permitted by law, following the incorporation of the terms of this Agreement and single certification to Pflugerville of the CCN Transfer Area, Pflugerville shall be solely obligated under TWC § 13.250 to provide continuous and adequate service to all new applicants within the CCN Transfer Area and all customers within the CCN Transfer Area that are not Manville's Legacy Customers or Interim Manville Applicants, unless otherwise agreed to by the Parties. Upon incorporation of the terms of this Agreement into the respective CCNs, Manville shall not establish new service to any new customers in the CCN Transfer Area, regardless of whether that customer has acquired real property previously served by Manville. Further, upon a Transfer Event, as described in Section 4.05, water service for Manville's Legacy Customers, Interim Manville Applicants and any other customers located within the CCN Transfer Area affected by such Transfer Event shall transfer from Manville to Pflugerville. Manville shall inform and require the Legacy Customer, Interim Manville Applicant and any other customer located within the CCN Transfer Area affected by a Transfer Event to contact Pflugerville for service and shall provide Pflugerville a copy of such notice. Notwithstanding anything herein to the contrary, the Parties may agree based on extenuating circumstances that it would be more appropriate and feasible for Manville to continue to serve such customers until such time as may be agreed to between the Parties.

Section 4.05 A Transfer Event is defined as an event in which a Manville Legacy Customer, Interim Applicant or any other customer located within the CCN Transfer Area shall be required to apply for water service with Pflugerville rather than Manville. A Transfer Event shall consist of the following:

1. Final approval by Pflugerville of a change of use application submitted by a Manville Legacy Customer, Interim Applicant, or other customer located within the CCN Transfer Area in which Pflugerville determines that a change of use is necessary and that a Pflugerville water line is available;
2. Redevelopment consisting of demolition of existing structures or other actions that result in the disconnection of water service from Manville's water system;
3. Mutual agreement among Pflugerville, Manville, and a customer to transfer service; or
4. Construction of new structures, buildings, or accessory dwellings requiring new water service or that result in a change of LUE in water service.

V. General Provisions

Section 5.01 **Entire Agreement, Modifications and Amendments.** This Agreement constitutes the sole agreement between the Parties hereto relating to the subject matter, and supersedes any and all prior understandings, negotiations, representations, letters of intent or agreements, whether written or

oral. This Agreement shall be subject to change, amendment or modification only with the mutual written consent of both Parties.

Section 5.02 Severability. The provisions of this Agreement are not severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency, regulatory authority, or court of competent jurisdiction to be unenforceable, invalid, or unlawful for any reason, this Agreement shall terminate and be deemed null and void, and the Parties shall return to their positions prior to the execution of this Agreement.

Section 5.03 Good Faith. Each Party agrees that neither Party will unreasonable withhold or unduly delay any consent, approval, decision, determination, or other action which is reasonably required or permitted under the terms of this Agreement, it being agreed and understood that each Party shall act in good faith and shall at all times deal fairly with the other Party.

Section 5.04 Governing Law and Venue. The terms and provisions hereof shall be governed by and in accordance with the laws of the State of Texas and the United States of America as may be from time to time in effect. Travis County, Texas shall be the place of venue for all proceedings arising under this Agreement.

Section 5.05 Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument and it shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

Section 5.06 Titles and Headings. The title of this Agreement, titles and headings of articles or sections hereof are inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be given effect in construing this Agreement for any provision hereof or in ascertaining intent.

Section 5.07 Authority. By their execution hereof each of the undersigned parties represents and warrants to the other Party that he or she has full authority to execute the document in the capacity shown. Approval of this document, and execution thereof has been approved by lawful action of the City Council of Pflugerville, Texas, and the Board of Directors of Manville Water Supply Corporation. Pflugerville further represents that the CCN Transfer Area is duly within Pflugerville's incorporated area pursuant to ordinance or other actions as described in **Exhibit B**, attached hereto.

Section 5.08 Attorney's Fees. If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

Section 5.09 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 5.10 Waiver of Default. It is not a waiver of or consent to default if the non-defaulting Party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in the Agreement or provided in law.

Section 5.11 Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Notice to Pflugerville shall be sent to the following:

City of Pflugerville
P.O. Box 589
Pflugerville, Texas 78691
512-990-6100

Notice to Manville shall be sent to the following:

Manville Water Supply Corporation
13805 S. SH 95
Coupland, Texas 78615
512-856-2488

Section 5.12 Recitals/ Exhibits. Any recitals in this Agreement are represented by the Parties to be accurate and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.

Section 5.13 Assignability. The Agreement may not be assigned by either Party, their respective successors or permitted assigns, without the prior written consent of the other Party, said consent shall not be unreasonably conditioned, delayed or withheld.

Section 5.14 Counterparts. This Agreement may be executed in multiple counterparts. Each counterparts will be deemed an original instrument, but all of the counterparts will constitute one and the same instrument.

EXECUTED IN MULTIPLE ORIGINALS THIS 9th day of December, 2019.

Manville Water Supply Corporation

By: [Signature]

Jack Atterstrom, President

Attest: [Signature]

Name, Title: Assistant CM

City of Pflugerville

By: [Signature]

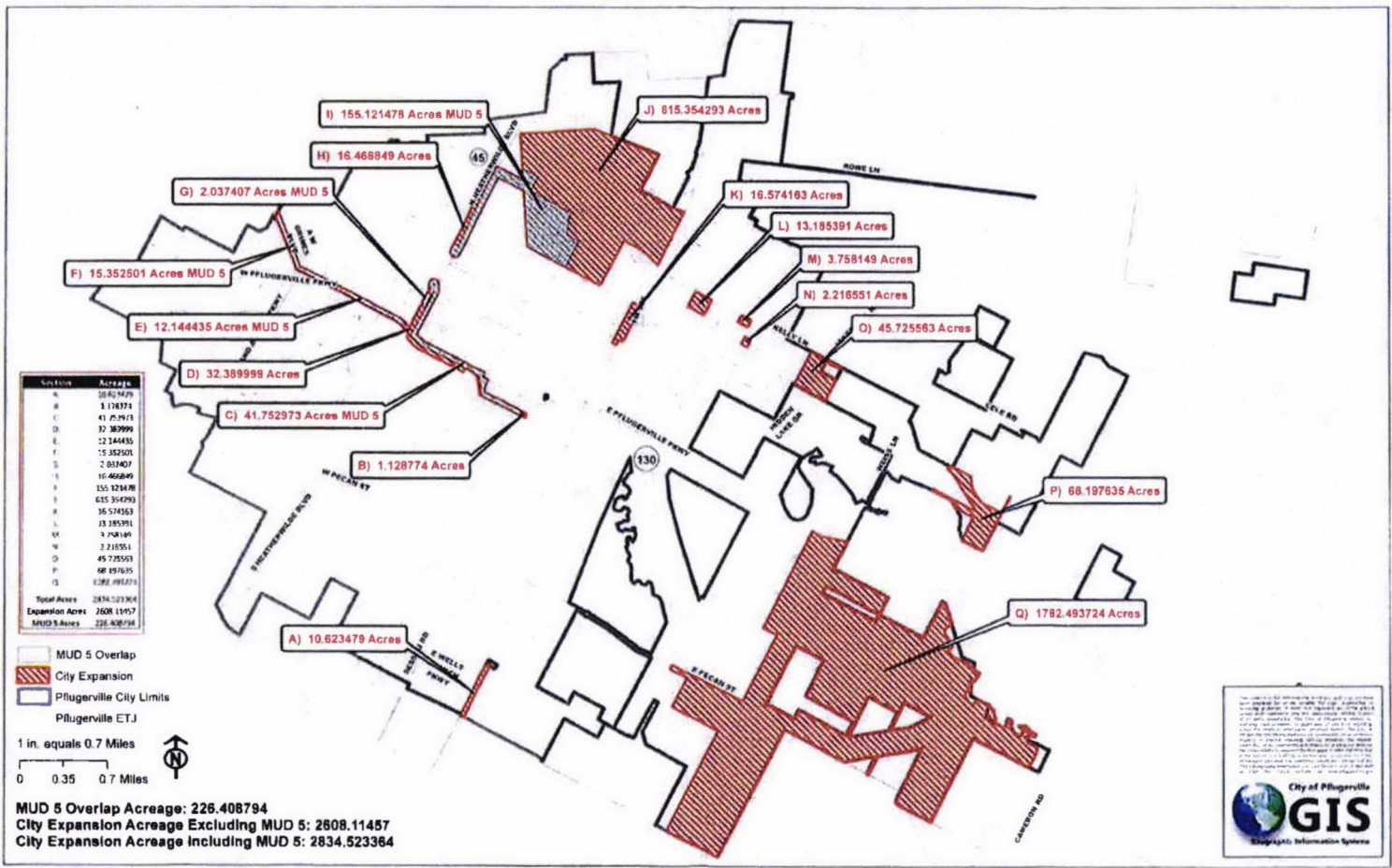
Sereniah Breland, City Manager

Attest: [Signature]

Karen Thompson, City Secretary

Exhibit A

Exhibit A: CCN Acquisition Area within City of Pflugerville City Limits



File Location

11/12/2019

ORDINANCE NO. 730-03-12-16

21

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING APPROXIMATELY 11.681 ACRES OF THE PFLUGER LANE RIGHT-OF-WAY, LOCATED BETWEEN FM685 AND WEISS LANE AND APPROXIMATELY 3.08 ACRES OF THE EXISTING AND PROPOSED HEATHERWILDE BOULEVARD RIGHT-OF-WAY, LOCATED BETWEEN OLYMPIC DRIVE AND WELLS BRANCH PARKWAY, IN TRAVIS COUNTY, TEXAS; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE PROPERTY; BINDING THE PROPERTY TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Pflugerville, Texas (the "City") desires to annex the land described as Area 1 in Exhibit "A", attached hereto and incorporated herein by reference (the "Land");

WHEREAS, the City Council of the City has considered the annexation of the Land, following two public hearings, notice of which was duly given in accordance with all applicable legal requirements and has determined to institute proceedings to annex the Land; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

Section 1. The Land described in the attached Exhibit "A", is hereby annexed to the City, and the boundaries of the City are extended to include the property within the corporate limits of the City. From and after the date of this ordinance, the property shall be bound by the acts, ordinances, resolutions and regulations of the City.

Section 2. Municipal services shall be extended to the Land in accordance with the service plan attached as Exhibit "B".

Section 3. The City Secretary is directed to file a certified copy of this ordinance in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

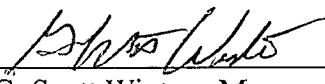
Section 4. This ordinance will take effect upon its adoption by the City Council at first reading; provided that this ordinance is posted and adopted at a subsequent meeting of the City Council in accordance with the provisions of Section 3.15(d) of the City Charter, and provided further that no objection to the annexation is interposed by the United States Attorney General within 60 days of the submission of the annexation pursuant to Section 5 of the Voting Rights Act of 1965, as amended.

Section 5. The City Council intends to annex all of the property described in this Ordinance; but that if there is included within the description of the territory annexed by this Ordinance any lands or area that may not be annexed by the City for any reason ("Excluded Lands"), then the Excluded Lands should be excluded and excepted from the territory annexed

by this Ordinance as fully as if the Excluded Lands were expressly described in this Ordinance, and the remainder of the territory were annexed to the City of Pflugerville.

PASSED AND APPROVED this 16th day of December, 2003.

CITY OF PFLUGERVILLE, TEXAS

By: 
G. Scott Winton, Mayor

ATTEST:

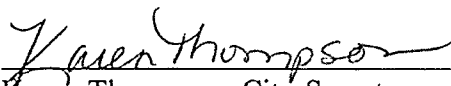

Karen Thompson, City Secretary

EXHIBIT "A"

Description of the Land

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT A



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**11.681 ACRE
PFLUGER LANE RIGHT-OF-WAY**

A DESCRIPTION OF 11.681 ACRES (APPROX. 508,819 S.F.) IN THE JOHN DAVIS SURVEY NO. 13, THE B. KIRKLAND SURVEY NO. 7 AND THE GEORGE MARTIN SURVEY NO. 9, TRAVIS COUNTY, TEXAS, BEING ALL OF THOSE TRACTS CONVEYED TO TRAVIS COUNTY, TEXAS BY DEED DATED FEBRUARY 01, 1961, IN VOLUME 2268, PAGE 177, BY DEED DATED FEBRUARY 02, 1961, IN VOLUME 2268, PAGE 179, BY DEED DATED FEBRUARY 01, 1961 IN VOLUME 2268, PAGE 183, BY DEED DATED FEBRUARY 01, 1961 IN VOLUME 2268, PAGE 185, BY DEED DATED FEBRUARY 01, 1961 IN VOLUME 2268, PAGE 187 AND BY DEED DATED FEBRUARY 01, 1961 IN VOLUME 2268, PAGE 189, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALSO A PORTION OF PFLUGER LANE AS RECORDED IN BOOK 2, PAGE 300 OF THE COMMISSIONERS COURT ROAD BOOKS, TRAVIS COUNTY, TEXAS, AND THAT CERTAIN TRACT OF LAND CREATED IN TRAVIS COUNTY PRECINCT TWO FILE INDEX No. 2-037, DATED JANUARY, 1961; SAID 11.681 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set for the intersection of the north line of Pfluger Lane (right-of-way width varies) and the east line of F.M. 685 (right-of-way width varies) as recorded in Volume 1340, Page 12, Volume 1340, Page 27, Volume 1344, Page 529 of the Deed Records of Travis County Texas, and as shown on said File Index No. 2-037, from which a broken Texas Department of Transportation (TxDOT) type I concrete monument found bears North 24°45'03" East, a distance of 33.00 feet;

THENCE South 60°32'28" East, along the north line of Pfluger Lane; being also the north line of the herein described tract passing at 90.42 feet the east line of the "Abandoned Road" as shown on said Precinct Two File Index No. 2-037, continuing for a total distance of 97.45 feet to a 1/2" rebar with cap set for the southwest corner of the remainder of a 24.78 acre tract recorded in Volume 348, Page 511, of the Deed Records of Travis County, Texas;

THENCE South 60°32'28" East, along the north line of Pfluger Lane, being also the south line of the remainder of the 24.78 acre tract (348/511), a distance of 567.56 feet to a 1/2" rebar with cap set for the southeast corner of the remainder of the 24.78 acre tract (348/511), being also the southwest corner of the remainder of a 24.78 acre tract recorded in Volume 899, Page 421, of the Deed Records of Travis County, Texas and in the north line of Pfluger Lane;

THENCE South 60°32'28" East, along the north line of Pfluger Lane, being also the

Page 2

south line of the remainder of the 24.78 acre tract (899/421), a distance of 703.36 feet to a 1/2" rebar with cap set for the southeast corner of the remainder of the 24.78 acre tract (899/421), being also the southwest corner of the remainder a 49.47 acre tract recorded in Volume 899, Page 428, of the Deed Records of Travis County, Texas and in the north line of Pfluger Lane;

THENCE South 60°32'28" East, along the north line of Pfluger Lane, being also the south line of the remainder of the 49.47 acre tract, a distance of 1305.03 feet to a 1/2" rebar with cap set for the southeast corner of the remainder of the 49.47 acre tract, being also the southwest corner of a 149.599 acre tract recorded in Document No. 2000105424, of the Official Public Records of Travis County, Texas and in the north line of Pfluger Lane, from which a 1/2" rebar found bears North 27°36'06" East, a distance of 3227.17 feet;

THENCE South 60°32'28" East, along the north line of Pfluger Lane, being also the south line of the 149.599 acre tract, a distance of 2138.90 feet to a 1/2" rebar found for the southeast corner of the 149.599 acre tract, being also the southwest corner of a 197.27 acre tract recorded in Volume 8394, Page 542, of the Deed Records of Travis County, Texas and in the north line of Pfluger Lane;

THENCE South 60°30'52" East, along the north line of Pfluger Lane, being also the south line of the 197.27 acre tract, a distance of 2592.97 feet to a 1/2" rebar found for the southeast corner of the 197.27 acre tract, being also the southwest corner of a 50.00 acre tract recorded in Volume 13091, Page 10, of the Real Property Records of Travis County, Texas and in the north line of Pfluger Lane;

THENCE along the north line of Pfluger Lane, being also the south line of the 50.00 acre tract, for the following three (3) courses:

1. South 60°27'41" East, a distance of 643.43 feet to a 1/2" rebar with cap set in the common line of Pfluger Lane and the 50.00 acre tract for the beginning of a curve to the right;
2. 220.59 feet along the arc of said curve to the right, having a radius of 530.73 feet, and through a central angle of 23°48'52", the chord of which bears South 48°31'00" East, a distance of 219.01 feet to a 1/2" rebar found in the north line of Pfluger Lane, being also in the south line the 50.00 acre tract for the beginning of a reverse curve to the left;
3. 21.92 feet along the arc of said reverse curve to the left, having a radius of 441.50 feet, and through a central angle of 02°50'40", the chord of which bears South

Page 3

38°15'20" East, a distance of 21.92 feet to a 1/2" rebar found for the south corner of the 50.00 acre tract, being also the southwest corner of a 11.985 acre tract recorded in Document No. 2000026273 of the Official Public Records of Travis County, Texas and in the north line of Pfluger Lane, from which a 1/2" rebar found bears on a chord South 50°57'57" East, a distance of 173.98 feet;

THENCE South 43°32'34" West, leaving the southeast corner of the 50.00 acre tract, being also the southwest corner of the 11.985 acre tract, over and across Pfluger Lane, a distance of 60.41 feet to a 1/2" rebar with cap set for the northeast corner of the remainder of a 535 acre tract recorded in Volume 8394, Page 544, of the Deed Records of Travis County, Texas, being also the northwest corner of a 58.06 acre tract recorded in Volume 11418, Page 1139 of the Real Property Records of Travis County, Texas, in the south line of Pfluger Lane, and being the beginning of a non-tangent curve to the right, from which a 1/2" rebar found bears South 27°07'55" West, a distance of 20.01 feet;

THENCE along the south line of Pfluger Lane and the north line of the remainder of the 535.00 acre tract for the following three (3) courses:

1. 32.32 feet along the arc of said curve to the right, having a radius of 501.50 feet, and through a central angle of 03°41'31", the chord of which bears North 38°34'49" West, a distance of 32.31 feet to a 1/2" rebar with cap set in the south line of Pfluger Lane, being also in the north line the remainder of the 535.00 acre tract for the beginning of a reverse curve to the left;
2. 195.58 feet along the arc of said reverse curve to the left, having a radius of 470.73 feet, and through a central angle of 23°48'21", the chord of which bears North 48°37'41" West, a distance of 194.18 feet to a 1/2" rebar with cap set in the south line of Pfluger Lane, being also in the north line of the remainder of the 535 acre tract;
3. North 60°31'52" West, a distance of 6653.52 feet to a 1/2" rebar found in the north line of the remainder of the 535 acre tract, being also the northeast corner of a 6.500 acre tract recorded in Document No. 2001051986, of the Official Public Records of Travis County, Texas and in the south line of Pfluger lane, from which a 1/2" rebar found bears South 29°24'54" West, a distance of 605.28 feet;

THENCE North 60°32'03" West along the north line of the 6.500 acre tract, the north line of the remainder of the 535 acre tract, and the south line of Pfluger Lane, a distance of 312.69 feet to a 1/2" rebar found in the north line of the remainder of the 535 acre tract, being also the northwest corner of the 6.500 acre tract and the northeast corner of

Page 4

a 3.320 acre tract recorded in Volume 12440, Page 1318 of the Real Property Records of Travis County, Texas,

THENCE North 60°33'44" West along the north line of the 3.320 acre tract, the north line of the remainder of the 535 acre tract, and the south line of Pfluger Lane, a distance of 563.34 feet to a 1/2" rebar found in the north line of the remainder of the 535 acre tract, being also the northwest corner of the 3.320 acre tract;

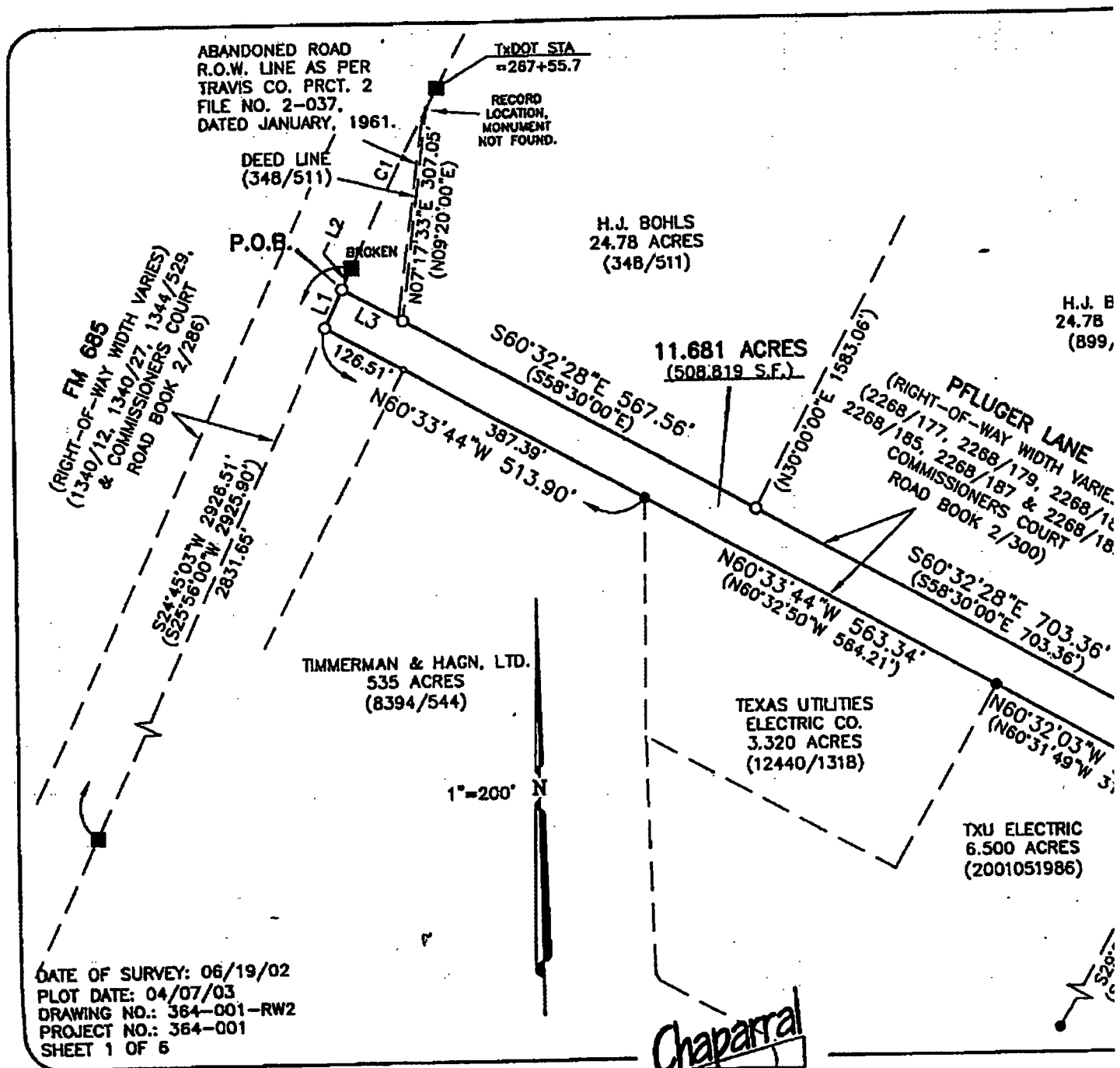
THENCE North 60°33'44" West along the north line of the remainder of the 535 acre tract and the south line of Pfluger Lane, passing at 387.39 feet the northwest line of the remainder of the 535 acre tract, being also the east side of the County Road, and continuing for a total distance of 513.90 feet to a 1/2" rebar with cap set for the intersection of the south line of Pfluger Lane and the east line of FM 685, from which a Texas Department of Transportation (TxDOT) type I concrete monument found bears South 24°45'03" West, a distance of 2831.65 feet;

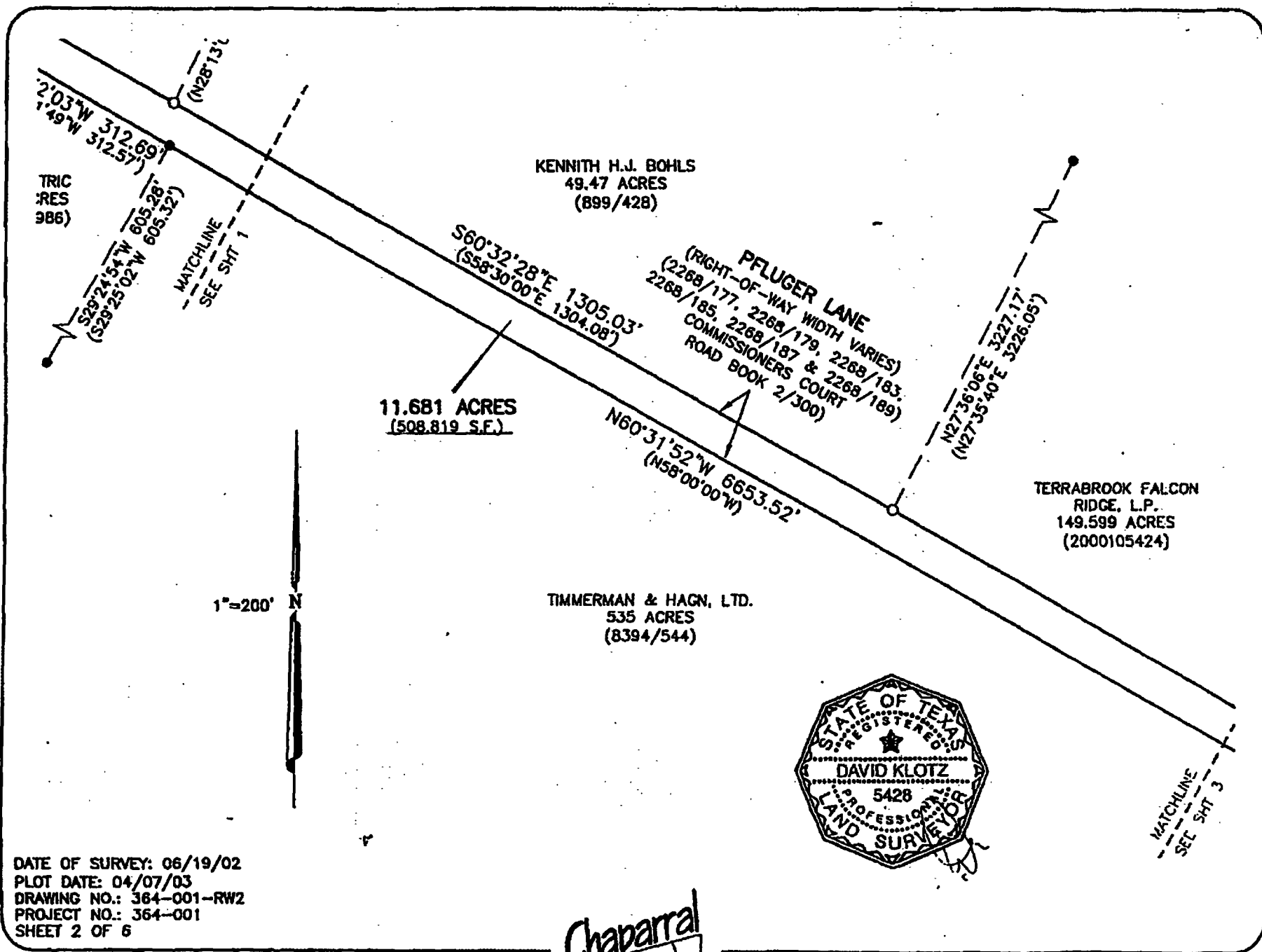
THENCE, North 24°45'03" East, along the east line of FM 685 and the west line of Pfluger Lane, a distance of 61.86 feet to the **POINT OF BEGINNING**, containing an area of 11.681 acres of land, more or less.

Surveyed on the ground in June, 2002. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 values from project coordinates provided by HDR Engineering Inc. Attachments: Drawing 364-001-RW2.

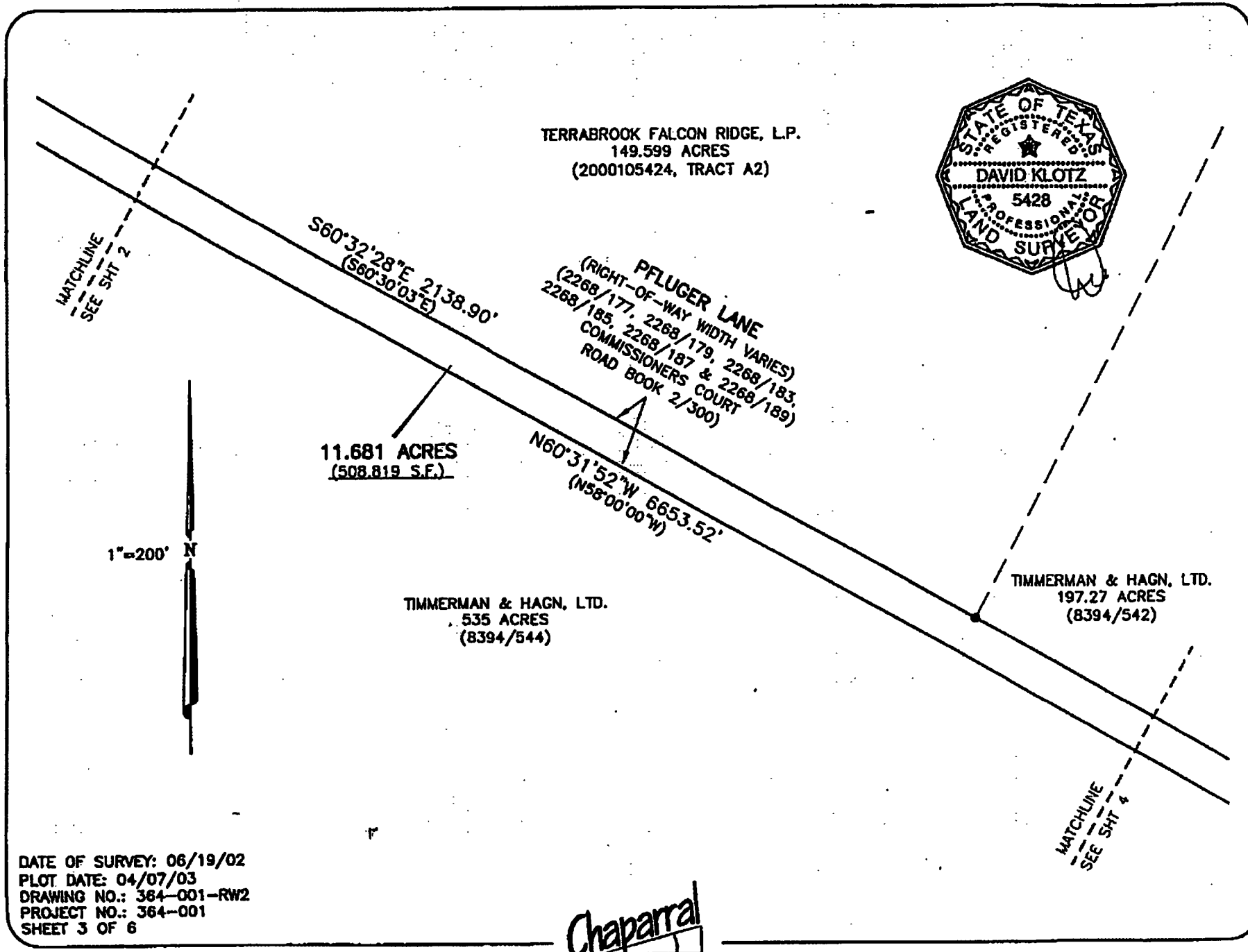
 04/07/03
David Klotz
Registered Professional Land Surveyor
State of Texas No. 5428

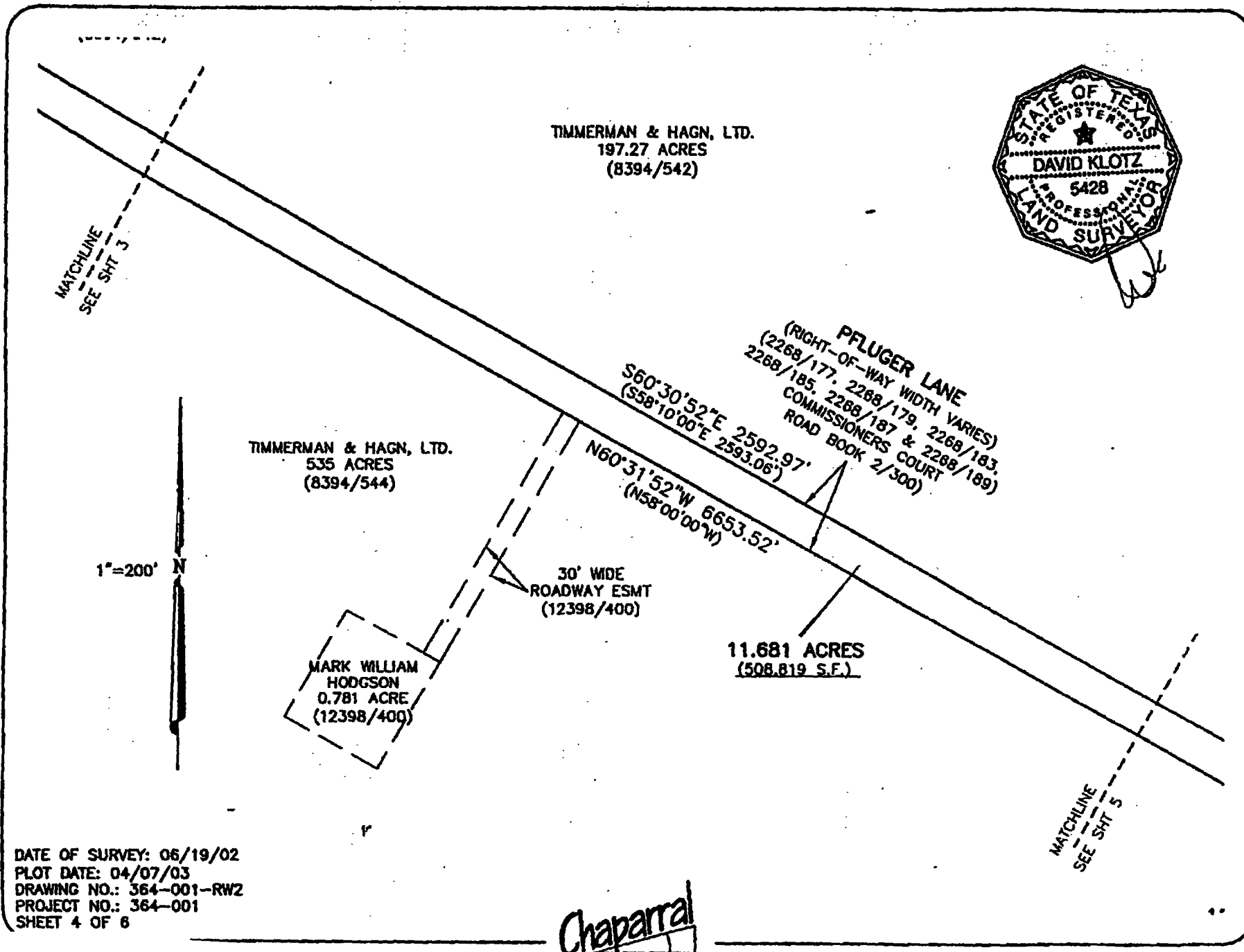


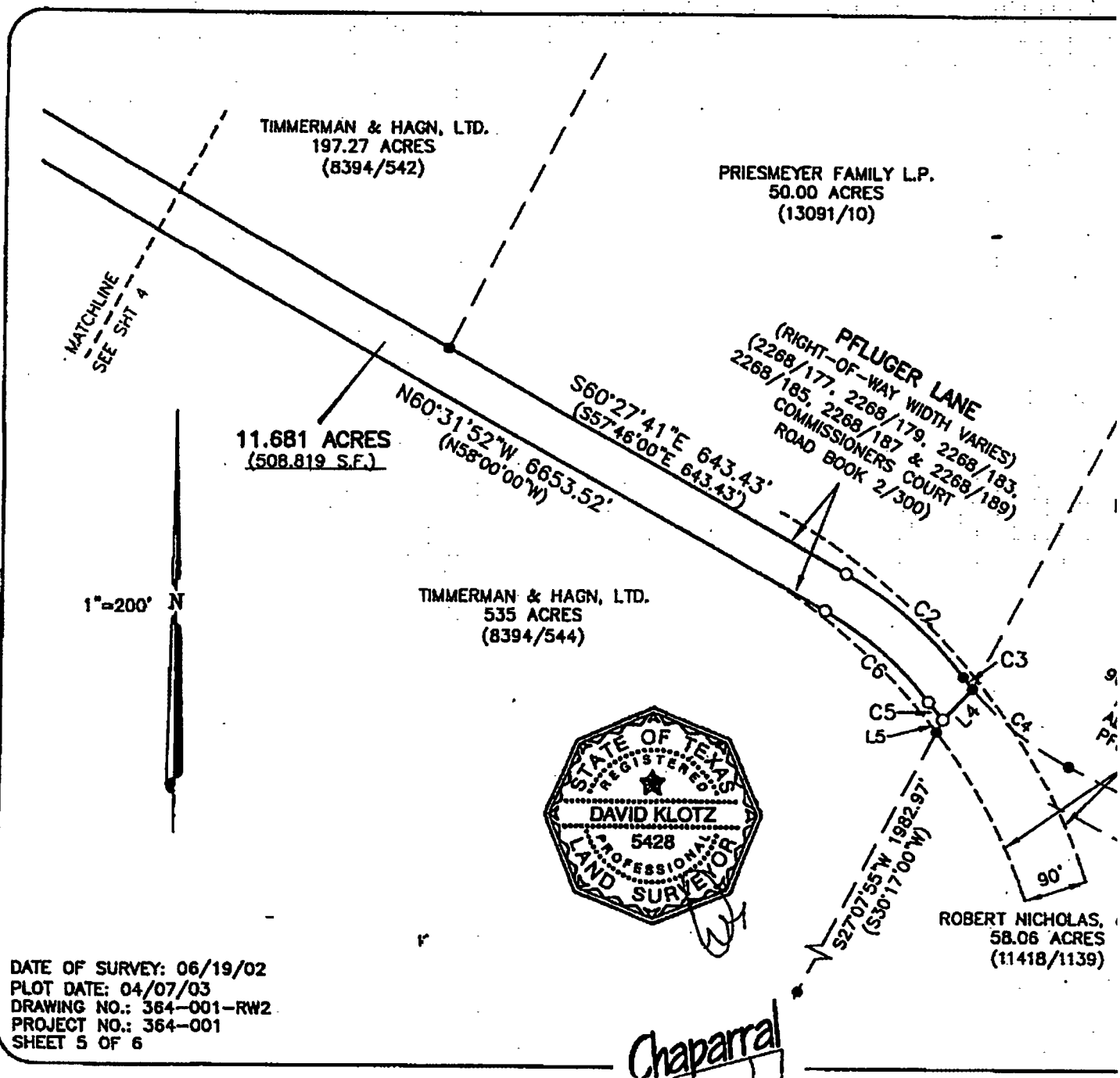




Chaparra







DATE OF SURVEY: 06/19/02
PLOT DATE: 04/07/03
DRAWING NO.: 364-001-RW2
PROJECT NO.: 364-001
SHEET 5 OF 6

SKETCH TO ACCOMPANY A DESCRIPTION OF 11.681 ACRES (APPROX. 508,819 S.F.) IN THE JOHN DAVIS SURVEY NO. 13, THE B. KIRKLAND SURVEY NO. 7 AND THE GEORGE MARTIN SURVEY NO. 9, TRAVIS COUNTY, TEXAS, BEING ALL OF THOSE TRACTS CONVEYED TO TRAVIS COUNTY, TEXAS BY DEED DATED FEBRUARY 01, 1961, IN VOLUME 2268, PAGE 177, BY DEED DATED FEBRUARY 02, 1961, IN VOLUME 2268, PAGE 179, BY DEED DATED FEBRUARY 01, 1961 IN VOLUME 2268, PAGE 183, BY DEED DATED FEBRUARY 01, 1961 IN VOLUME 2268, PAGE 185, BY DEED DATED FEBRUARY 01, 1961 IN VOLUME 2268, PAGE 187 AND BY DEED DATED FEBRUARY 01, 1961 IN VOLUME 2268, PAGE 189, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALSO A PORTION OF PFLUGER LANE AS RECORDED IN BOOK 2, PAGE 300 OF THE COMMISSIONERS COURT ROAD BOOKS, TRAVIS COUNTY, TEXAS, AND THAT CERTAIN TRACT OF LAND CREATED IN TRAVIS COUNTY PRECINCT TWO FILE INDEX No. 2-037, DATED JANUARY, 1961.

LEGEND

- 1/2" REBAR FOUND
- TxDOT HWY MON FOUND
- 1/2" REBAR WITH CAP SET
- CALCULATED POINT

LINE TABLE		
No.	BEARING	LENGTH
L1	N24°45'03"E	61.86'
L2	N24°45'03"E	33.00'
L3	S60°32'28"E	97.45'
L4	S43°32'34"W	60.41'
L5	S27°07'55"W	20.01'



CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	2°52'04"	5681.05'	142.20'	284.34'	284.31'	N26°03'05"E
C2	23°48'52"	530.73'	111.91'	220.59'	219.01'	S48°31'00"E
C3	2°50'40"	441.50'	10.96'	21.92'	21.92'	S38°15'20"E
C4	22°43'39"	441.50'	88.73'	175.13'	173.98'	S50°57'57"E
C5	3°41'31"	501.50'	16.16'	32.32'	32.31'	N38°34'49"W
C6	23°48'21"	470.73'	99.22'	195.58'	194.18'	N48°37'41"W

DATE OF SURVEY: 06/19/02
 PLOT DATE: 04/07/03
 DRAWING NO.: 364-001-RW2
 PROJECT NO.: 364-001
 SHEET 6 OF 6

Chaparral

BEARING BASIS: GRID AZIMUTH FOR
 TEXAS CENTRAL ZONE, 1983/93,
 VALUES FROM PROJECT COORDINATES
 PROVIDED BY HDR ENGINEERING, INC.

ATTACHMENTS: METES AND BOUNDS
 DESCRIPTION 364-001-RW2

OCT-15-2003 WED 04:14 PM HUFFCUT & ASSOCIATES, INC

FAX NO. 5124598867

P. 02



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

EXHIBIT "A"

**2.769 ACRES
ANNEXATION**

A DESCRIPTION OF 2.769 ACRES OUT OF THE L.C. CUNNINGHAM SURVEY NO. 63, ABSTRACT 163, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 8.996 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NEW FINLEY COMPANY, DATED DECEMBER 30, 1986, OF RECORD IN VOLUME 10048, PAGE 845 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALSO A PORTION OF HEATHERWILDE BOULEVARD, DESCRIBED IN A DEED OF RECORD IN VOLUME 11236, PAGE 802 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.769 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the east line of said 8.996 acre tract, being the southwest corner of a called 25.7650 acre tract described in a deed of record in Document No. 1999046435 of the Official Public Records of Travis County, Texas and an angle point in the northwest right-of-way line of Heatherwilde Blvd., a right-of-way dedicated in a deed of record in Volume 11236, Page 802 of the Real Property Records of Travis County, Texas;

THENCE North 65°07'11" East, along said northwest right-of-way line and the southerly line of the said 25.7650 acre tract, a distance of 149.36 feet to a 1/2" rebar found;

THENCE continuing along said northwest right-of-way line and the southerly line of the 25.765 acre tract, along a curve to the left, having a radius of 955.00 feet, an arc length of 351.76 feet, and a chord which bears North 54°31'58" East, a distance of 349.77 feet to a calculated point;

THENCE South 9°53'42" East, over and across Heatherwilde Boulevard, a distance of 108.92 feet to a calculated point in the southeast right-of-way line of Heatherwilde Boulevard, being in the northwest line of a 91.1530 acre tract of land described in said Document No. 1999046435;

THENCE along the northwest line of the said 91.1530 acre tract, being the southeast right-of-way line of Heatherwilde Boulevard, the following three (3) courses:

Page 2 of 3

1. Along a curve to the right, having a radius of 1045.00 feet, an arc length of 320.68 feet, and a chord which bears South 56°18'00" West, a distance of 319.42 feet to a 1/2" rebar found;
2. South 65°05'25" West, a distance of 949.31 feet to a 1/2" rebar found;
3. Along a curve to the left, having a radius of 25.00 feet, an arc length of 39.08 feet, and a chord which bears South 19°55'19" West, a distance of 35.22 feet to a 1/2" rebar found in the northeast right-of-way line of Wells Branch Parkway (120' right-of-way);

THENCE North 24°44'39" West, over and across Heatherwilde Boulevard, a distance of 135.12 feet to a 1/2" rebar with cap set in the northeast right-of-way line of Wells Branch Parkway, being at the southwest corner of the said 8.996 acre tract;

THENCE North 24°44'39" West, along the northeast right-of-way line of Wells Branch Parkway, being the southwest line of the 8.996 acre tract, a distance of 4.84 feet to a calculated point in the proposed future northwest right-of-way line of Heatherwilde Boulevard, from which a 1/2" rebar found in the northeast right-of-way line of Wells Branch Parkway at the west corner of the said 8.996 acre tract bears North 24°59'41" West, a distance of 74.46 feet;

THENCE over and across the 8.996 acre tract, along the said proposed future northwest right-of-way line of Heatherwilde Boulevard, the following six (6) courses:

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 39.23 feet, and a chord which bears South 69°57'08" East, a distance of 35.33 feet to a calculated point;
2. North 65°05'25" East, a distance of 492.41 feet to a calculated point;
3. North 24°54'35" West, a distance of 10.00 feet to a calculated point;
4. North 65°05'25" East, a distance of 245.00 feet to a calculated point;
5. South 24°54'35" East, a distance of 10.00 feet to a calculated point;
6. North 65°05'25" East, a distance of 62.00 feet to the **POINT OF BEGINNING**, containing 2.769 acres of land, more or less.

OCT-15-2003 WED 04:15 PM HUFFCUT & ASSOCIATES, INC

FAX NO. 5124598867

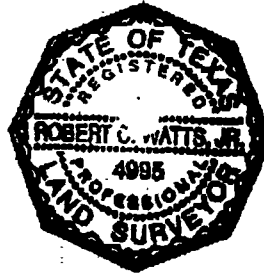
P. 04

Page 3 of 3

Based upon an actual survey made on the ground, August, 2001. Bearing basis is
Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control
network. Attachments: Survey drawing 014-010-ANX.dwg.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



10-15-03

SKETCH TO ACCOMPANY A DESCRIPTION OF 2.789 ACRES OUT OF THE L.C. CUNNINGHAM SURVEY NO. 83, ABSTRACT 163, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 8.996 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NEW FINLEY COMPANY, DATED DECEMBER 30, 1988, OF RECORD IN VOLUME 10048, PAGE 845 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, BEING ALSO A PORTION OF HEATHERWILDE BOULEVARD, DESCRIBED IN A DEED OF RECORD IN VOLUME 11236, PAGE 802 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

CURVE TABLE						
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	21°06'14"	955.00'	177.89'	351.76'	349.77'	N54°31'58"E
C2	17°34'57"	1045.00'	161.61'	320.68'	319.42'	S56°18'00"W
C3	89°33'15"	25.00'	24.81'	39.08'	35.22'	S19°55'19"W
C4	89°54'53"	25.00'	24.96'	39.23'	35.33'	S69°57'08"E
C5	90°00'54"	25.00'	25.01'	39.28'	35.36'	S69°57'04"E
C6	11°43'56"	2225.93'	228.70'	455.79'	455.00'	N71°02'16"E
C7	16°06'28"	955.00'	135.13'	268.48'	267.60'	N35°55'37"E
C8	19°37'45"	1045.00'	180.78'	358.01'	356.26'	N37°41'39"E

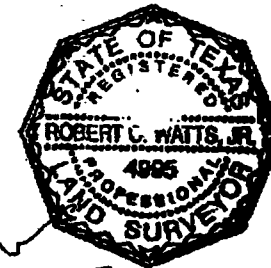
LINE TABLE		
No.	BEARING	LENGTH
L1	N65°07'11"E	149.36'
L2	S09°53'42"E	108.92'
L3	N24°44'39"W	135.12'
L4	N24°54'35"W	10.00'
L5	S24°54'35"E	10.00'
L6	N65°05'25"E	62.00'
L7	N65°05'25"E	245.00'
L8	N24°59'41"W	74.46'
L9	S24°50'25"E	175.03'
L10	N24°44'39"W	4.84'
L11	N17°23'24"W	52.21'

BEARING BASIS: GRID AZIMUTH FOR
TEXAS CENTRAL ZONE, 1983/93
HARN VALUES FROM LCRA CONTROL
NETWORK.

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 143-010-ANX.

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- CALCULATED POINT



DATE OF SURVEY: AUG. 2001
PLOT DATE: 10/09/03
DRAWING NO.: 143-010-ANX
PROJECT NO.: 143-010
SHEET 1 OF 2

Chaparral

OCT-15-2003 WED 04:16 PM HUFFCUT & ASSOCIATES, INC FAX NO. 5124598867

P. 07



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-476-7103
Fax: 512-476-7105

510 South Congress Ave.
Suite B-100
Austin, Texas 78704

EXHIBIT "A"

**0.255 ACRES
RIGHT-OF-WAY EASEMENT**

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.255 ACRES OUT OF THE L.C. CUNNINGHAM SURVEY NO. 63, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 8.996 ACRE TRACT DESCRIBED IN A DEED TO NEW FINLEY COMPANY, DATED DECEMBER 30, 1986, OF RECORD IN VOLUME 10048, PAGE 845 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.255 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar found in the east line of said 8.996 acre tract, being the southwest corner of a called 25.7650 acre tract described in a deed of record in Document No. 199046435 of the Official Public Records of Travis County, Texas and an angle point in the northwest right-of-way line of Heatherwilde Blvd., a right-of-way dedicated in a deed of record in Volume 11236, Page 802 of the Real Property Records of Travis County, Texas, from which a ½" rebar found bears North 65°07'11" East, along said northwest right-of-way line and the southerly line of the 25.765 acre tract, a distance of 149.36 feet;

THENCE South 17°23'24" East, with the east line of the 8.996 acre tract and the northerly right-of-way line of Heatherwilde Blvd., a distance of 52.21 feet to a ½" rebar with cap set for the southeast corner of the 8.996 acre tract;

THENCE with the south line of the 8.996 acre tract and the north right-of-way line of Heatherwilde Blvd., the following three (3) courses and distances:

1. Along a curve to the left having a radius of 2225.93 feet, a delta of 11°43'56", an arc length of 455.79 feet and chord which bears South 71°02'16" West, a distance of 455.00 feet to a ½" rebar with cap set for a point of tangency;
2. South 65°02'56" West, a distance of 340.00 feet to a ½" rebar found;
3. Along a curve to the right having a radius of 25.00 feet, a delta of 89°57'23", an arc length of 39.25 feet and chord which bears North 69°58'23" West, a distance of 35.34 feet to a ½" rebar found for a point of tangency;

THENCE North 24°59'41" West, with the common line of the 8.996 acre tract and the northeast right-of-way line of Wells Branch Parkway, a distance of 4.86 feet to a ½" rebar set, from which point a ½" rebar found bears North 24°59'41" West, along said common line to a ½" rebar found for a southwesterly corner of the 8.996 acre tract and the southwest corner of a remainder of a 240.027 acre tract described in a deed of record in

OCT-15-2003 WED 04:18 PM HUFFCUT & ASSOCIATES, INC

FAX NO. 5124598867

P. 08

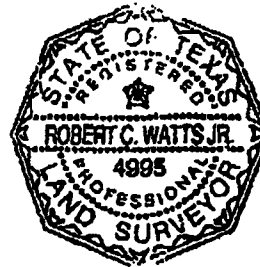
Volume 10048, Page 845 of the Real Property Records of Travis County, Texas, and being on the northeast right-of-way line of line of Wells Branch Parkway, a distance of 74.46 feet;

THENCE departing the northeast right-of-way line of Wells Branch Parkway and crossing through the 8.996 acre tract, the following two (2) courses and distances:

1. Along a curve to the left having a radius of 25.00 feet, a delta of $89^{\circ}54'53''$, an arc length of 39.23 feet and chord which bears South $69^{\circ}58'23''$ East, a distance of 35.33 feet to a $\frac{1}{2}$ " rebar set for a point of tangency;
2. North $65^{\circ}05'25''$ East a distance of 799.41 feet to the **POINT OF BEGINNING**, containing 0.255 acres of land, more or less.

Based upon an actual survey made on the ground, August, 2001. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Survey drawing 14-100D3.dwg.

Robert C. Watts Jr.
Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995

*8.20.01*

OCT-15-2003 WED 04:16 PM HUFFCUT & ASSOCIATES, INC

FAX NO. 5124598867

P. 09

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.255 ACRES OUT OF THE L.C. CUNNINGHAM SURVEY NO. 63, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 8.996 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN VOLUME 10048, PAGE 845 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

CURVE TABLE						
NO.	DELTA	CH. BEARING	TAN	RADIUS	ARC	CHORD
C1	11°43'56"	S71°02'16"W	228.70	2225.93	455.79	455.00
C2	89°57'23"	N69°58'23"W	24.98	25.00	39.25	35.34
C3	89°54'53"	S69°57'08"E	24.96	25.00	39.23	35.33

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- CALCULATED POINT

8.996 AC.
NEW FINLEY CO.
10048/845

L.C. CUNNINGHAM
SURVEY, NO. 63

REM. OF 240.207 AC.
NEW FINLEY CO.
10048/845

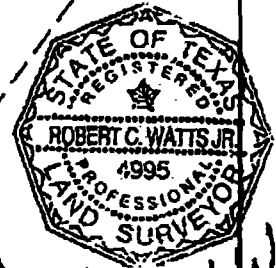
0.255 ACRES

STREET DEED
11238/802

HEATHERWILDE
BLVD.

NEW WELLS POINT
PARTNERS, LTD.
TRACT TWO 91.1530 AC.
11968/1254, 12041/2828
- DOC. 1989046435

WELLS BRANCH
PARKWAY
10048/845



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S17°23'24"E	52.21'
L2	N24°59'41"W	4.84'
L3	N65°07'11"E	149.36'
L4	N24°59'41"W	4.86'
L5	N24°59'41"W	74.46'

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE,
1983/83 HARN VALUES FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
143-010-ROW1.DOC

DATE OF SURVEY: 8/2001
PLOT DATE: 08/20/2001
DRAWING NO.: 143-010ROW1
PROJECT NO.: 143-010

Chaparral



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

EXHIBIT "A"

**0.056 ACRES
RIGHT-OF-WAY DEDICATION**

A DESCRIPTION OF 0.056 ACRES OUT OF THE L.C. CUNNINGHAM SURVEY NO. 63, ABSTRACT 163, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 8.996 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NEW FINLEY COMPANY, DATED DECEMBER 30, 1986, OF RECORD IN VOLUME 10048, PAGE 845 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.056 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the northwest right-of-way line of Heatherwilde Boulevard (right-of-way width varies), described in a deed of record in Volume 11236, Page 802 of the Real Property Records of Travis County, Texas, being in the northeast line of the said 8.996 acre tract, being also at the southwest corner of a 25.7560 acre tract of land described in a deed of record in Document No. 1999046435 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found at a point of curvature in the northwest right-of-way line of Heatherwilde Boulevard, being in the southeast line of the said 25.7560 acre tract, bears North 65°07'11" East, a distance of 149.36 feet;

THENCE South 65°05'25" West, along the proposed northwest right-of-way line of Heatherwilde Boulevard, over and across the 8.996 acre tract, a distance of 62.00 feet to a 1/2" rebar with cap set at the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE continuing over and across the 8.996 acre tract, the following four courses and distances:

1. South 65°05'25" West, a distance of 245.00 feet to a 1/2" rebar with cap set;
2. North 24°54'35" West, a distance of 10.00 feet to a 1/2" rebar with cap set;
3. North 65°05'25" East, a distance of 245.00 feet to a 1/2" rebar with cap set;
4. South 24°54'35" East, a distance of 10.00 feet to the **POINT OF BEGINNING**, containing 0.056 acres of land, more or less.

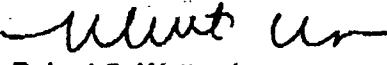
OCT-15-2003 WED 04:17 PM HUFFCUT & ASSOCIATES, INC

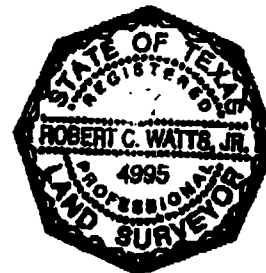
FAX NO. 5124598867

P. 11

Page 2 of 2

Based upon an actual survey made on the ground, August, 2001. Bearing basis is
Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control
network. Attachments: Survey drawing 014-010-R1.dwg.


Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



10-15-03

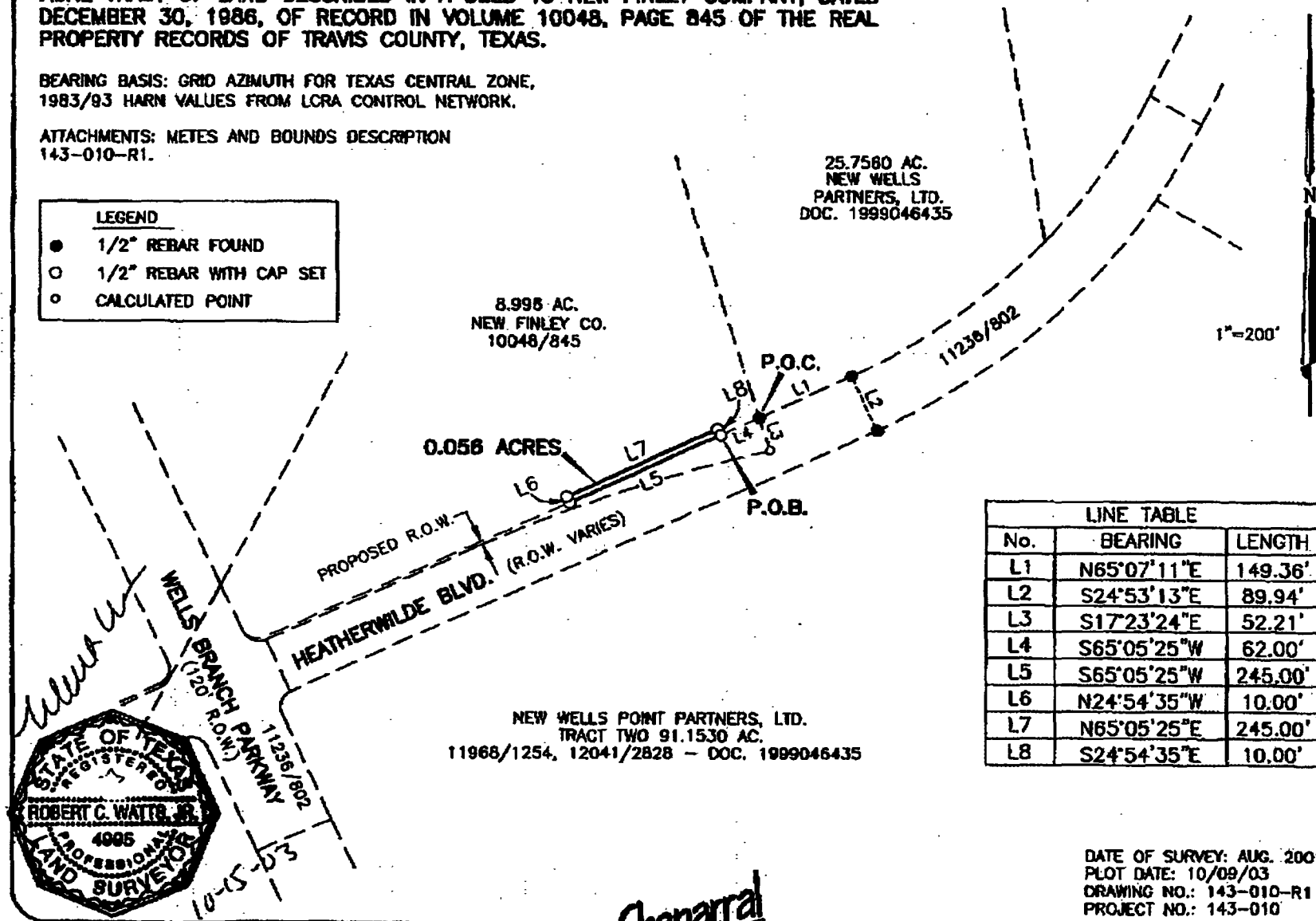
SKETCH TO ACCOMPANY A DESCRIPTION OF 0.056 ACRES OUT OF THE L.C. CUNNINGHAM SURVEY NO. 63, ABSTRACT 163, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 8.996 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NEW FINLEY COMPANY, DATED DECEMBER 30, 1986, OF RECORD IN VOLUME 10048, PAGE 845 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE,
1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
143-010-R1.

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- CALCULATED POINT



DATE OF SURVEY: AUG. 2001
PLOT DATE: 10/09/03
DRAWING NO.: 143-010-R1
PROJECT NO.: 143-010

EXHIBIT "B"

Service Plan

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

SERVICE PLAN FOR PROPOSED ANNEXATION OF APPROXIMATELY 11.681 ACRES OF THE PFLUGER LANE RIGHT-OF-WAY, LOCATED BETWEEN FM685 AND WEISS LANE AND APPROXIMATELY 3.08 ACRES OF THE EXISTING AND PROPOSED HEATHERWILDE BOULEVARD RIGHT-OF-WAY, LOCATED BETWEEN OLYMPIC DRIVE AND WELLS BRANCH PARKWAY, IN TRAVIS COUNTY, TEXAS

This service plan establishes a program under which the City of Pflugerville, Texas, will provide full municipal services to the area described on the attached Exhibit "A" (the "Annexed Area"), as required by § 43.065 of the Texas Local Government Code.

I.

The Annexed Area contains existing and proposed street right-of-way. The City will provide the following municipal services to the Annexed Area at a level consistent with protection to other areas within the City:

- A. Police Protection. The City provides police service within its city limits, including routine patrols through the City and law enforcement services upon call. After annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection and Emergency Medical Service.
 - 1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 - 2. The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area after annexation.
 - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. After annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

The City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. **Solid Waste Collection.** The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and a private refuse collection company. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. The City does not provide commercial solid waste collection services. This service will be provided to any person within the Annexed Area requesting the service after the date of annexation. This service will be provided to all residences within the Annexed Area for a fee effective upon the second anniversary of the annexation.
- B. **Maintenance.** Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area effective as of the date of annexation:
1. Water and wastewater facilities that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
 2. Public streets and right-of-ways, including street lighting. The City provides street repairs, improvements and inspections. This City does not maintain private streets or right-of-ways.
 3. Publicly owned parks, playgrounds, and swimming pools. The City is not aware of any such facilities within the Annexed Area at the time of annexation. Although, as development progresses over time, the City's subdivision ordinance may require dedication of parkland or equivalent payments to the City for the development of recreational facilities.
 4. Other publicly-owned facilities or buildings, including drainage facilities, such as drainage channels, storm sewers and detention ponds. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed.
- C. **Development Regulation.** The City will enforce zoning, subdivision development, site development and building code regulations within the Annexed Area after annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.
- D. **Other Services.** City recreational facilities, including parks and library, will be available for use by residents of the Annexed Area on the same basis as those facilities are available to current City residents. City residents receive program preference for some City programs.

III.

Capital Improvements. As provided in Section 43.056(e) of the Local Government Code, the City will begin acquiring or constructing capital improvements necessary for providing municipal services adequate to serve the Annexed Area. The acquisition or construction will occur in accordance within

applicable ordinances and regulations of the City. Landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide municipal services to the Annexed Area except as provided below for water and wastewater service.

Water and Wastewater Service. For areas not within the certificated service area of another utility, the City's water and wastewater utility will extend water and wastewater service to the Annexed Area in accordance with the City's service extension policy attached as Exhibit "B" and at the appropriate levels considering the topography, land use and population density of the property requesting service, except for those areas described below. In addition, unless consistent with the City's existing requirements for funding of extensions of water or wastewater service to areas within the current City limits, landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide water and wastewater service to the Annexed Area.

EXHIBIT B

CITY OF PFLUGERVILLE WATER AND WASTEWATER SERVICE EXTENSION POLICY

A. GENERAL POLICY

- (1) This policy applies to customers requiring extensions to the City's sewer and water systems, including extensions to existing subdivisions that have not previously been served by City utilities but excluding extensions to new subdivisions that are covered by the City's subdivision ordinance.
- (2)
 - (a) The City will extend a water distribution main up to 50 feet within a dedicated street, alley or easement, without additional cost to the customer above the standard connection charges.
 - (b) The City will extend lateral sewers or sewer mains only upon the payment of the actual costs of the extension by the customer as provided in this policy.
- (3) If a customer desires service which requires an extension of more than 50 feet of water mains, or an extension of lateral sewers or sewer mains, the customer may advance the funds required for the extension and receive a partial refund as future customers connect to the extension.
- (4) The City is not required to fund system extensions from surplus revenues, bond funds or other public funds, but reserves the right, at its discretion, to use these funds if they become available. Projects will be considered based upon the public health and well-being and the willingness of the customers involved to cost-participate. This funding must be approved by the City Council.

B. PROCEDURE

- (1) Customers desiring to advance funds for the City to extend its water or sewer systems to provide service to their property must make a written application to the City Manager stating the lot and block number, name of subdivision and street address of the property to be served and the service required. The application must be signed by all property owners initially requesting service and their signatures must be identified with the property they desire to be served.
- (2) Upon receipt of an application, the City Manager will direct the City Engineer to prepare a cost estimate for the extension to the requested point of service. The cost estimate must include estimated construction costs and repair costs for all streets and public utilities affected by the construction.
- (3) The estimated construction cost, plus the applicable meter deposits, impact fees and tap fees for each of the initial customers requiring the extension, must be deposited with the City before construction is initiated by the City. The City will pay for engineering, administration, field surveys and other similar contingencies related to the extension.
- (4) Each customer participating in a system extension under this policy must execute a written agreement with the City which describes the extension, specifies the total per-customer costs of the extension, and sets forth the names and addresses of each person to whom refunds are payable.

- (5) After all required funds are paid to the City, the customers may require that competitive bids be received from private contractors for the work; otherwise the City Manager will determine whether the work is to be let by competitive bid or performed by City personnel for the amount of the estimate.
- (6) If bids are received on the work, the amount of the deposit will be adjusted, by additional collections or refunds, to the actual contract price plus applicable meter deposits, impact fees and tap fees. These adjustments will be made before the work is begun.

C. ASSIGNMENT OF COSTS

If multiple customers cooperate to fund a system extension, the proportion of the project cost assigned to each participating customer will be determined according to the following formula:

$$(\text{customer's capacity in project} \div \text{total project capacity}) (\text{total project cost})$$

In addition to these extension costs, each customer must pay the applicable meter deposits, impact fees and tap fees, and must provide a sewer service line or water service line to the water meter or sewer tap.

D. SUBSEQUENT USER FEES

- (1) The City will require each new customer who connects to a line extension project financed by customers under this policy to pay all standard connection charges plus a subsequent user fee determined in accordance with paragraph C. As these subsequent user fees are collected by the City, refunds will be made to the customers who paid for the extension as provided in the written agreement required under paragraph B(4) has been repaid. Refunds will be made within 30 days after the subsequent user fees are paid to the City, and will be divided among the initial participants in the same proportion as their participation in the extension project.
- (2) No refunds will be made after 5 years from the date of completion of the project and no refunds of less than \$25 per participating customer will be made.

Return: City of Pflugerville
Karen Thompson
P.O. Box 589
Pflugerville TX 78691

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

12-30-2003 01:26 PM 2003297148
HAYWOODK \$74.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Return: City of Pflugerville
Karen Thompson
P.O. Box 589
Pflugerville TX 78691

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

12-30-2003 01:26 PM 2003297148
HAYWOODK \$74.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



14

ORDINANCE NO. 879-07-04-24

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING, FOR FULL PURPOSES, APPROXIMATELY 8.68 ACRES OF LAND IN THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 163, ADJACENT TO THE CITY LIMITS OF THE CITY OF PFLUGERVILLE, TEXAS, GENERALLY LOCATED NORTH OF WELLS BRANCH PARKWAY AND WEST OF HEATHERWILDE BOULEVARD, IN TRAVIS COUNTY, TEXAS; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pflugerville, Texas (the "City") desires to annex approximately 313.4 acres of land, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the City is authorized, pursuant to Chapter 43, Section 43.021 of the Texas Local Government Code and Section 1.04 of the Home Rule Charter for the City of Pflugerville, to unilaterally annex the Land; and

WHEREAS, the City Council of the City has considered the annexation of the Land, following two public hearings, notice of which was duly given in accordance with all applicable legal requirements, and has determined to institute proceedings to annex the Land; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

Section 1. The Land is hereby annexed to the City, and the boundaries of the City are extended to include the Land within the corporate limits of the City. From and after the date of this ordinance, the Land shall be bound by the acts, ordinances, resolutions and regulations of the City.

Section 2. The City finds annexation of the Land to be in the public interest.

Section 3. The service plan attached as Exhibit "B" is approved, and municipal services shall be extended to the Land in accordance therewith.

Section 4. The City Secretary is directed to file a certified copy of this ordinance in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

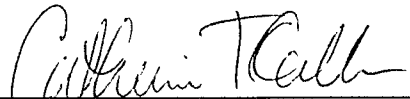
Section 5. This ordinance will take effect upon its adoption by the City Council, and provided further that no objection to the annexation is interposed by the United States Attorney General within 60 days of the submission of the annexation pursuant to Section 5 of the Voting Rights Act of 1965, as amended.

Section 6. The City Council intends to annex the Land described in this Ordinance; but if there is included within the description of the Land annexed by this Ordinance any lands or

area that may not be annexed by the City for any reason ("Excluded Lands"), then the Excluded Lands should be excluded and excepted from the Land annexed by this Ordinance as fully as if the Excluded Lands were expressly described in this Ordinance and the remainder of the Land were annexed to the City of Pflugerville.

PASSED AND APPROVED this 24th day of April, 2007.

CITY OF PFLUGERVILLE, TEXAS

By: 
Catherine T. Callen, Mayor

ATTEST:


Karen Thompson, City Secretary

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

SERVICE PLAN

Return:
City of Pflugerville
City Secretary
P.O. Box 589
Pflugerville, TX 78691

**CITY OF PFLUGERVILLE
TRAVIS COUNTY, TEXAS
ANNEXATION TRACT A
8.68 ACRES
METES AND BOUNDS DESCRIPTION**

THE HEREIN DESCRIPTION AND ACCOMPANYING SKETCH ARE BASED ON RECORD INFORMATION OF VARIOUS TRACTS OF LAND LOCATED IN THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 163, TRAVIS COUNTY, TEXAS AND BEING ALL OF A 8.996 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE NEW FINLEY COMPANY RECORDED IN VOLUME 10048, PAGE 845, DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT A 0.255 ACRE TRACT AND A 0.056 ACRE TRACT DESCRIBED AS RIGHT-OF-WAY EASEMENTS RELATED TO HEATHERWILDE BOULEVARD IN DOCUMENT NO. 2004113636, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND RE-RECORDED IN DOCUMENT NO. 2004113644, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT AREAS CALLED FOR ARE PER TRAVIS COUNTY DEED OR TAX APPRAISAL DISTRICT RECORDS. ACTUAL AREAS MAY VARY. RECORD INSTRUMENTS ARE FROM THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.) OR THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), TRACT A BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE SAID 8.996 ACRE TRACT AND BEING THE NORTHEAST CORNER OF THE SAID 0.255 ACRE TRACT AND LYING ON THE CURRENT NORTH LINE OF HEATHERWILDE BOULEVARD PER DOCUMENT NO. 2004113636, O.P.R.T.C.T. AND BEING THE SOUTHWEST CORNER OF A 25.756 ACRE TRACT DESCRIBED IN A DEED TO NEW WELLS POINT PARTNERS, LTD. RECORDED IN DOCUMENT NO. 1999046435, O.P.R.T.C.T. AND BEING THE SOUTHWEST CORNER OF A CITY OF PFLUGERVILLE ANNEXATION TRACT ESTABLISHED BY ORDINANCE NO. 554-99-08-10 AND LYING ON THE NORTH LINE OF A CITY OF PFLUGERVILLE ANNEXATION TRACT ESTABLISHED BY ORDINANCE NO. 730-03-12-16 AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTH LINE OF THE SAID 0.255 ACRE TRACT AND HEATHERWILDE BOULEVARD, WITH THE SOUTH LINE OF THE FINLEY REMAINDER TRACT AND WITH THE PFLUGERVILLE CITY LIMIT, SOUTH 65°05'25" WEST, 62.00 FEET TO THE SOUTHEAST CORNER OF THE SAID 0.056 ACRE TRACT FOR AN ANGLE POINT HEREIN;

THENCE WITH THE NORTH LINE OF HEATHERWILDE BOULEVARD AND WITH THE COMMON LINES BETWEEN THE SAID 0.056 ACRE TRACT AND THE FINLEY REMAINDER TRACT AND WITH THE PFLUGERVILLE CITY LIMIT, THE FOLLOWING THREE COURSES:

- 1) NORTH 24°54'35" WEST, 10.00 FEET TO AN ANGLE POINT HEREIN;
- 2) SOUTH 65°05'25" WEST, 245.00 FEET TO AN ANGLE POINT HEREIN;
- 3) SOUTH 24°54'35" EAST, 10.00 FEET TO A POINT ON THE NORTH LINE OF THE SAID 0.255 ACRE TRACT FOR AN ANGLE POINT HEREIN;

THENCE WITH THE NORTH LINE OF HEATHERWILDE BOULEVARD AND WITH THE COMMON LINES BETWEEN THE SAID 0.255 ACRE TRACT AND THE FINLEY REMAINDER TRACT AND WITH THE PFLUGERVILLE CITY LIMIT, THE FOLLOWING TWO COURSES:

- 1) **SOUTH 65°05'25" WEST, 492.41 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°55'04" AND A CHORD THAT BEARS NORTH 69°57'08" WEST, 35.33 FEET;**
- 2) **THENCE ALONG THE SAID CURVE, AN ARC LENGTH OF 39.23 FEET TO A POINT ON THE NORTHERLY LINE OF WELLS BRANCH PARKWAY, A VARIABLE WIDTH PUBLIC RIGHT OF WAY;**

THENCE WITH THE NORTHERLY LINE OF WELLS BRANCH PARKWAY AND WITH THE WEST LINE OF THE FINLEY REMAINDER TRACT, NORTH 24°55'32" WEST, 74.47 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF AN APPROXIMATELY 44.15 ACRE TRACT BEING THE REMAINDER OF A 240.207 ACRE TRACT, BEING PART OF THE PROPERTIES DESCRIBED IN A DEED TO NEW FINLEY COMPANY RECORDED IN VOLUME 10048, PAGE 845, D.R.T.C.T., SAID POINT LYING ON A SOUTHEASTERLY AUSTIN CITY LIMIT ESTABLISHED BY CITY OF AUSTIN ORDINANCE NO. 971120-J, FOR AN ANGLE POINT BEING THE NORTHWESTERLY CORNER HEREIN;

THENCE WITH THE NORTHWESTERLY LINE OF THE SAID FINLEY 8.996 ACRE TRACT WITH THE SOUTHEASTERLY LINE OF THE SAID FINLEY 44.15 ACRE TRACT, NORTH 27°43'00" EAST, 1172.94 FEET, WITH THE AUSTIN CITY LIMIT TO THE NORTH CORNER OF THE SAID 8.996 ACRE TRACT AND BEING THE NORTHWESTERLY CORNER OF THE SAID 25.756 ACRE TRACT AND BEING THE NORTHWEST CORNER OF A CITY OF PFLUGERVILLE ANNEXATION TRACT ESTABLISHED BY ORDINANCE NO. 554-99-08-10 FOR AN ANGLE POINT BEING THE NORTH CORNER HEREIN;

THENCE WITH THE NORTHEASTERLY LINE OF THE SAID FINLEY 8.996 ACRE TRACT WITH THE SOUTHWESTERLY LINE OF THE SAID 25.756 ACRE TRACT, WITH THE PFLUGERVILLE CITY LIMIT, SOUTH 17°20'56" EAST, 818.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.68 ACRES OR LAND, MORE OR LESS.

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH FOR THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83, HARN-93 AS DESCRIBED IN CITY OF PFLUGERVILLE ORDINANCE 730-03-12-16 RECORDED IN DOCUMENT NO. 2003297148, O.P.R.T.C.T.

SURVEYOR'S CERTIFICATION:

THIS DOCUMENT, 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.

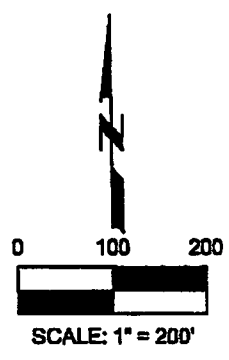
William A. Forshey *February 23, 2007*
WILLIAM A. FORSHEY
REGISTERED PUBLIC LAND SURVEYOR NO. 5097

BAKER-AICKLEN & ASSOCIATES, INC.
405 BRUSHY CREEK ROAD
CEDAR PARK, TEXAS 78613
(512) 260-3700



PROJECT NO. 0479-3-015-20
W:\PROJECTS\CITY OF PFLUGERVILLE\FINLEY COMPANY TRACT\DOC\DESC OF TRACT A.doc

L.C. CUNNINGHAM SURVEY
ABSTRACT NO. 163



**ANNEXATION
TRACT A
8.68 ACRES**

NOW OR PREVIOUSLY
NEW FINLEY CO.
+/-44.15 ACRE
REM. OF 240.207 ACRES
VOL. 10048, PG. 845
D.R.T.C.T.

NOW OR PREVIOUSLY
NEW FINLEY CO.
+/-8.68 ACRE
REM. OF 8.996 ACRES
VOL. 10048, PG. 845
D.R.T.C.T.

NOW OR PREVIOUSLY
NEW WELLS POINT PARTNERS, LTD.
25.756 ACRE
DOC. # 1999046435
O.P.R.T.C.T.

ANNEXED TO
CITY OF PFLUGERVILLE
ORD. NO. 554-99-08-10

**POINT OF
BEGINNING**

0.056 AC. R.O.W. ESMT.
DOC. # 2004113636

0.255 AC. R.O.W. ESMT.
DOC. # 2004113636

ANNEXED TO CITY OF PFLUGERVILLE
ORD. NO. 730-03-12-16

HEATHERWILDE BOULEVARD
VARIABLE WIDTH PUBLIC R.O.W.

ANNEXED TO CITY OF PFLUGERVILLE
ORD. NO. 554-99-08-10

ANNEXED TO
CITY OF AUSTIN
ORD. NO. 971120-J

**CITY OF PFLUGERVILLE
ANNEXATION TRACT A
8.68 ACRES**

DATE: FEB. 23, 2007
JOB NO.: 0479-3-015-20
BY: W. FORSHEY
PAGE 1 OF 1



SERVICE PLAN FOR PROPOSED ANNEXATION BY THE CITY OF PFLUGERVILLE, IN TRAVIS COUNTY, TEXAS

This service plan establishes a program under which the City of Pflugerville, Texas (the “City”), will provide full municipal services to the area described on the attached Exhibit “A” (the “Annexed Area”), as required by § 43.065 of the Texas Local Government Code.

I.

The City will provide the following municipal services to the Annexed Area at a level consistent with protection to other areas within the City:

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. After annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. The City’s police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection and Emergency Medical Service.
 - 1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 - 2. The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area after annexation.
 - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. After annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

The City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. Solid Waste Collection. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and a private refuse collection company. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. This service will be provided for a fee to any person within the Annexed Area requesting the service after the date of annexation. The City may not prohibit the collection of solid waste by a

private provider or charge a fee for solid waste collection to any resident who continues to use the services of a private provider during the first two years following annexation. If a resident continues to use the services of a private provider during the two years following annexation, the City is not required to provide solid waste collection services to that resident.

B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area effective as of the date of annexation:

1. **Water and wastewater facilities** that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
2. **Public streets and right-of-ways.** The City provides street repairs, improvements, inspections, street lighting and traffic control devices. This City does not maintain private streets or private right-of-ways.
3. **Publicly owned parks, playgrounds, and swimming pools.** The City will maintain and operate publicly owned land and facilities within the annexation area.
4. **Other public easement, facilities or buildings,** including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will inspect the land a minimum of every six (6) weeks and perform maintenance as required which includes but is not limited to mowing and the removal of debris no fewer than six (6) times a year. Any unacceptable conditions that exist in the drainage areas and are reported to the City of Pflugerville between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works and Parks and Recreation Departments. If the City establishes a city-wide maintenance plan after the establishment of this service plan the city-wide service plan will replace the maintenance plan established in this service plan.

C. Development Regulation. The City will enforce zoning, subdivision development, site development and building code regulations within the Annexed Area after annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.

D. Other Services. City recreational facilities, including parks and library, will be available for use by residents of the Annexed Area on the same basis as those facilities are available to current City residents. City residents receive program preference for some City programs.

III.

- A. Capital Improvements. As provided in Section 43.056(e) of the Local Government Code, the City will begin acquiring or constructing capital improvements necessary for providing municipal services adequate to serve the Annexed Area. The acquisition or construction will occur in accordance with applicable ordinances and regulations of the City. Landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide municipal services to the Annexed Area except as provided below for water and wastewater service.
- B. Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City or another utility, the City will extend water and wastewater service to such areas in accordance with the City's service extension policy attached as Exhibit "B", at the appropriate levels considering the topography, land use and population density of the property requesting service. In addition, unless consistent with the City's existing requirements for funding of extensions of water or wastewater service to areas within the current City limits, landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide water and wastewater service under this service plan.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation.

EXHIBIT "A"
to Service Plan

ANNEXED AREA

[ATTACH LEGAL DESCRIPTION]

EXHIBIT "B"
to Service Plan

CITY OF PFLUGERVILLE
WATER AND WASTEWATER SERVICE EXTENSION POLICY

A. GENERAL POLICY

- (1) This policy applies to customers requiring extensions to the City's sewer and water systems, including extensions to existing subdivisions that have not previously been served by City utilities, and excluding extensions to new subdivisions that are covered by the City's subdivision ordinance.
- (2)
 - (a) The City will extend a water distribution main up to 50 feet within a dedicated street, alley or easement, without additional cost to the customer above the standard connection charges.
 - (b) The City will extend lateral sewers or sewer mains only upon the payment of the actual costs of the extension by the customer as provided in this policy.
- (3) If a customer desires service which requires an extension of more than 50 feet of water mains, or an extension of lateral sewers or sewer mains, the customer may advance the funds required for the extension and receive a partial refund as future customers connect to the extension.
- (4) The City is not required to fund system extensions from surplus revenues, bond funds or other public funds, but reserves the right, at its discretion, to use these funds if they become available. Projects will be considered based upon the public health and well-being and the willingness of the customers involved to cost-participate. This funding must be approved by the City Council.

B. PROCEDURE

- (1) Customers desiring to advance funds for the City to extend its water or sewer systems to provide service to their property must make a written application to the City Manager stating the lot and block number, name of subdivision and street address of the property to be served and the service required. The application must be signed by all property owners initially requesting service and their signatures must be identified with the property they desire to be served.
- (2) Upon receipt of an application, the City Manager will direct the City Engineer to prepare a cost estimate for the extension to the requested point of service. The cost estimate must include estimated construction costs and repair costs for all streets and public utilities affected by the construction.
- (3) The estimated construction cost, plus the applicable meter deposits, impact fees and tap fees for each of the initial customers requiring the extension, must be deposited with the City before construction is initiated by the City. The City will pay for engineering, administration, field surveys and other similar contingencies related to the extension.

- (4) Each customer participating in a system extension under this policy must execute a written agreement with the City which describes the extension, specifies the total per-customer costs of the extension, and sets forth the names and addresses of each person to whom refunds are payable.
- (5) After all required funds are paid to the City, the customers may require that competitive bids be received from private contractors for the work; otherwise the City Manager will determine whether the work is to be let by competitive bid or performed by City personnel for the amount of the estimate.
- (6) If bids are received on the work, the amount of the deposit will be adjusted, by additional collections or refunds, to the actual contract price plus applicable meter deposits, impact fees and tap fees. These adjustments will be made before the work is begun.

C. ASSIGNMENT OF COSTS

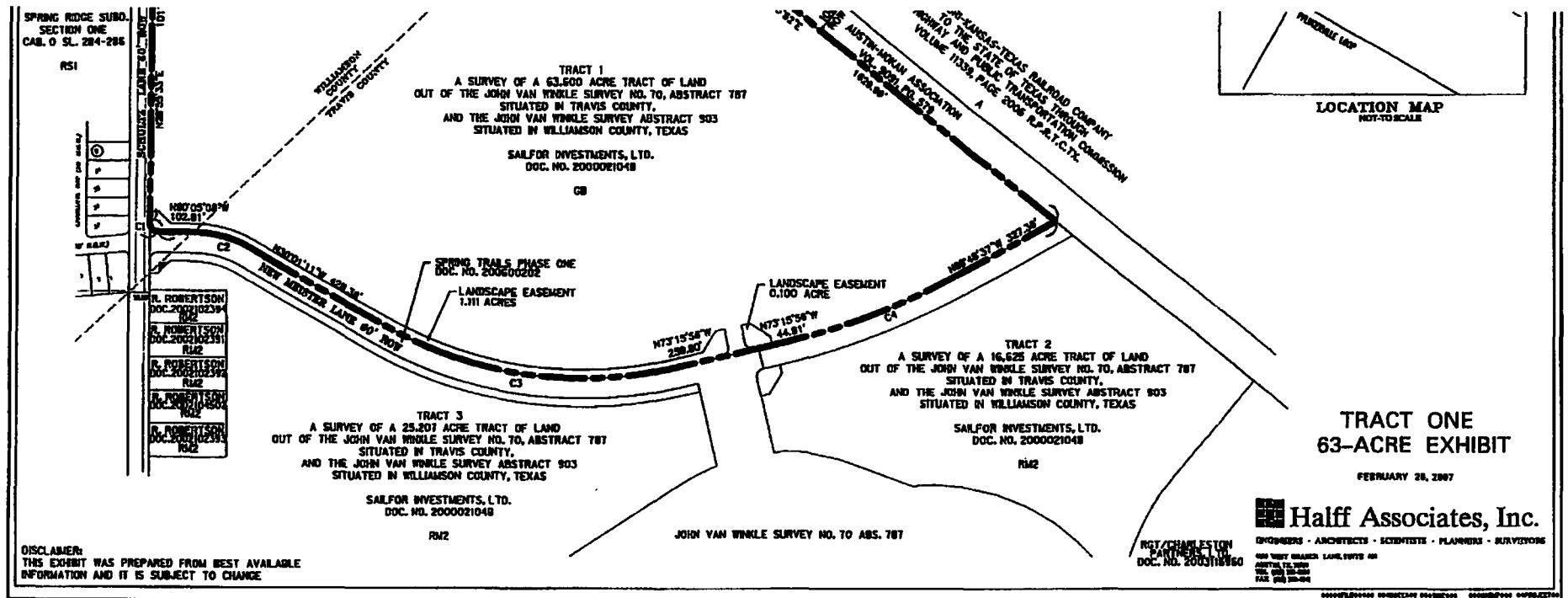
If multiple customers cooperate to fund a system extension, the proportion of the project cost assigned to each participating customer will be determined according to the following formula:

$$(\text{customer's capacity in project} \div \text{total project capacity}) (\text{total project cost})$$

In addition to these extension costs, each customer must pay the applicable meter deposits, impact fees and tap fees, and must provide a sewer service line or water service line to the water meter or sewer tap.

D. SUBSEQUENT USER FEES

- (1) The City will require each new customer who connects to a line extension project financed by customers under this policy to pay all standard connection charges plus a subsequent user fee determined in accordance with paragraph C. As these subsequent user fees are collected by the City, refunds will be made to the customers who paid for the extension as provided in the written agreement required under paragraph B(4). Refunds will be made within 30 days after the subsequent user fees are paid to the City, and will be divided among the initial participants in the same proportion as their participation in the extension project.
- (2) No refunds will be made after 5 years from the date of completion of the project and no refunds of less than \$25 per participating customer will be made.





April 24, 2007

Item Number: 6E

Approving an ordinance on second reading with caption reading: An ordinance of the City of Pflugerville, Texas, annexing, for full purposes, approximately 634.6 acres of land in the William Caldwell Survey No. 66, Abstract No. 162, adjacent to the City limits of the City of Pflugerville, Texas, generally located at the southeast corner of Pecan Street and Cameron Road, and along both sides of Toll 130, in Travis County, Texas; extending the boundaries of the City to include the land; binding the land to all of the acts, ordinances, resolutions and regulations of the City; approving a service plan; and providing an effective date.

Summary: Public hearings for this annexation were held March 13, 2007, and March 20, 2007. The area proposed for annexation is contiguous to the City limits along Pecan Street, and adjacent to the City of Austin, and only slightly projecting the ETJ further to the east.

Recommendation: Approve the ordinance.

Action Required by: April 24, 2007, to maintain the approved annexation schedule.

Prepared by: Trey Fletcher, AICP, Planning Director

Fiscal Impact: The City incurs additional roadway maintenance for Pecan Street and other utility obligations as identified in the Service Plan.

Attached Files: (Click to display file.)

Ordinance

Exhibit A - Description

Exhibit B - Service Plan

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded

>> Return to the agenda. <<

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 May 03 12:33 PM 2007080439

RANEYJ \$76.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



ORDINANCE NO. 788-05-05-24

15

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING, FOR FULL PURPOSES, APPROXIMATELY 209.921 ACRES OF LAND ADJACENT TO THE CITY LIMITS OF THE CITY OF PFLUGERVILLE, TEXAS, GENERALLY LOCATED NORTH OF PFENNIG LANE, EAST OF HEATHERWILDE BOULEVARD, SOUTH OF WILKE LANE, AND WEST OF F.M. 685, IN TRAVIS COUNTY, TEXAS; BEING PORTIONS OF TRACTS OF LAND OWNED BY TERRELL TIMMERMAN, EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pflugerville, Texas (the "City") desires to annex approximately 209.921 acres of land, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the City is authorized, pursuant to Chapter 43, Section 43.021 of the Texas Local Government Code and Section 1.04 of the Home Rule Charter for the City of Pflugerville, to unilaterally annex the Land; and

WHEREAS, pursuant to Chapter 43, Section 43.057 of the Texas Local Government Code, the City finds the annexation to be in the public interest due to resulting promotion of economic development in the Land and surrounding areas; and

WHEREAS, the City Council of the City has considered the annexation of the Land, following two public hearings, notice of which was duly given in accordance with all applicable legal requirements, and has determined to institute proceedings to annex the Land; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

Section 1. The Land is hereby annexed to the City, and the boundaries of the City are extended to include the Land within the corporate limits of the City. From and after the date of this ordinance, the Land shall be bound by the acts, ordinances, resolutions and regulations of the City.

Section 2. The City finds annexation of the Land to be in the public interest due to the promotion of economic growth of the Land and surrounding areas.

Section 3. The service plan attached as Exhibit "B" is approved, and municipal services shall be extended to the Land in accordance therewith.

Section 4. The City Secretary is directed to file a certified copy of this ordinance in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

Section 5. This ordinance will take effect upon its adoption by the City Council, and provided further that no objection to the annexation is interposed by the United States Attorney General within 60 days of the submission of the annexation pursuant to Section 5 of the Voting Rights Act of 1965, as amended.

Section 6. The City Council intends to annex the Land described in this Ordinance; but if there is included within the description of the Land annexed by this Ordinance any lands or area that may not be annexed by the City for any reason ("Excluded Lands"), then the Excluded Lands should be excluded and excepted from the Land annexed by this Ordinance as fully as if the Excluded Lands were expressly described in this Ordinance and the remainder of the Land were annexed to the City of Pflugerville.

PASSED AND APPROVED this 24th day of May, 2005.

CITY OF PFLUGERVILLE, TEXAS

By: Catherine T. Callen
Catherine T. Callen, Mayor

ATTEST:

Karen Thompson
Karen Thompson, City Secretary

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**209.921 ACRE
TERRELL TIMMERMAN**

A DESCRIPTION OF 209.921 ACRES OF LAND OUT OF THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 669, THE JOHN DAVIS SURVEY NO. 13, ABSTRACT NO. 231, THE SEFRIN EISELIN SURVEY NO. 1, ABSTRACT NO. 265 AND THE HENRY BLESSING SURVEY NO. 3, ABSTRACT NO. 99, BEING A PORTION OF A 113.76 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN BY QUITCLAIM DEED DATED JULY 6, 1985, IN VOLUME 12483, PAGE 71 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 136.450 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMANN BY GENERAL WARRANTY DEED DATED SEPTEMBER 7, 1999, IN DOCUMENT NO. 1999104396 AND A PORTION OF A 129.137 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMANN BY GENERAL WARRANTY DEED DATED SEPTEMBER 7, 1999, IN DOCUMENT NO. 1999104399, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 209.921 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the east corner of the 113.76 acre tract, being also the south corner of a 221.799 acre tract recorded in Volume 11600, Page 51, of the Real Property Records of Travis County, Texas and in the northwest right-of-way line of F.M. 685 (100' right-of-way width), from which a Texas Department of Transportation (TxDOT) type I concrete monument found bears North 27°34'18" East, a distance of 312.84 feet;

THENCE with the common line of the 113.76 acre tract and F.M. 685, the following three (3) courses;

1. South 27°34'18" West, a distance of 2527.09 feet to a 1/2" rebar with cap set for the beginning of a curve to the left;
2. 289.24 feet along the arc of said curve to the left, having a radius of 5781.05, and through a central angle of 02°52'00", the chord of which bears South 26°08'18" West, a distance of 289.21 feet to a 1/2" rebar with cap set;
3. South 24°42'18" West, a distance of 1043.74 feet to a 1/2" rebar with cap set in the southwest line of the 113.76 acre tract, being also in the northwest right-of-way line of F.M. 685 for the southeast corner of the herein described tract, from which a 1/2" rebar with cap set bears, South 24°42'18" West, a distance of 1043.60 feet;

THENCE leaving the northwest right-of-way line of F.M. 685, over and across the 113.76 acre tract and the 136.450 acre tract, the following two (2) courses:

Page 2

1. North 65°17'42" West, a distance of 1242.40 feet to a 1/2" rebar with cap set for and interior corner of the herein described tract;
2. South 24°42'18" West, a distance of 896.63 feet to a 1/2" rebar with cap set in the southwest line of the 136.450 acre tract, being also in the northeast right-of-way line of Pfennig Lane (right-of-way width varies), for the beginning of a non-tangent curve to the right, from which a 1/2" rebar found bears on a chord South 42°35'32" East, a distance of 260.92 feet;

THENCE along the common line of Pfennig Lane, the 136.450 acre tract and the 129.137 acre tract the following four (4) courses;

1. 31.22 feet along the arc of said non-tangent curve to the right, having a radius of 380.28 feet, and through a central angle of 04°42'15", the chord of which bears North 20°10'34" West, a distance of 31.21 feet to a 1/2" rebar with cap set;
2. North 19°04'53" West, a distance of 25.30 feet to a 1/2" rebar with cap set for the beginning of a curve to the left;
3. 339.66 feet along the arc of said curve to the left, having a radius of 440.28 feet, and through a central angle of 44°12'05", the chord of which bears North 39°56'19" West, a distance of 331.30 feet to a 1/2" rebar found;
4. North 62°40'42" West, a distance of 826.03 feet to a 1/2" rebar found in the southwest line of the 129.137 acre tract, being also in the northeast right-of-way line of Pfennig Lane, and in the Pflugerville City Limits line annexed December 23, 1997, City of Pflugerville Ordinance No. 478-97-12-23, for the southwest corner of the herein described tract, from which a 1/2" rebar found bears North 62°40'42" West, a distance of 783.95 feet;

THENCE leaving the northeast right-of-way line of Pfennig Lane, over and across the 129.137 acre tract and the 136.450 acre tract, along the Pflugerville City Limits line the following eight (8) courses:

1. North 17°42'21" East, a distance of 1529.79 feet to a 1/2" rebar found;
2. North 76°06'33" East, a distance of 1198.18 feet to a 1/2" rebar found;
3. South 71°57'17" East, a distance of 711.43 feet to a 1/2" rebar found;

Page 3

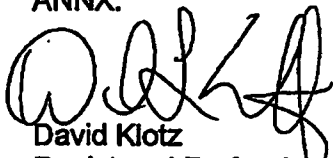
4. North 27°37'38" East, a distance of 802.21 feet to a calculated point from which a 1/2" rebar found bears North 27°37'38" East, a distance of 1435.69 feet;
5. North 62°26'14" West, a distance of 775.49 feet to a calculated point;
6. South 72°38'05" West, a distance of 500.00 feet to a calculated point;
7. North 11°17'35" West, a distance of 1032.63 feet to a calculated point, from which a 1" iron pipe found bears South 27°35'28" West, a distance of 1097.85 feet;
8. North 27°35'28" East, a distance of 1000.67 feet to a 1/2" rebar found for the northeast corner of the 129.137 acre tract, being also the north corner of the 136.450 acre tract and in the southwest line of the 221.799 acre tract;

THENCE leaving the Pflugerville City Limits line, South 61°55'18" East, along the common line of the 136.450 acre tract and the 221.799 acre tract, a distance of 1778.51 feet to a 1/2" rebar found for the northeast corner of the 136.450 acre tract, being also the north corner of the 113.76 acre tract and in the southwest line of the 221.799 acre tract;

THENCE South 62°20'58" East, along the common line of the 113.76 acre tract and the 221.779 acre tract, a distance of 970.61 feet to the **POINT OF BEGINNING**, containing a total of 217.012 acres, a net of 209.921 acres of land, more or less.

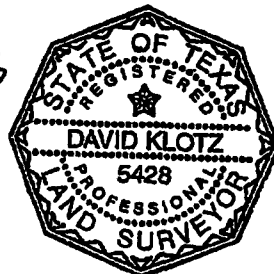
SAVE & EXCEPT from the hereinabove described tract, 7.091 acre (Approximately 308,873 S.F) of land being all of a 4.778 acre tract of land described in Volume 3787, Page 2266, all of a 2.019 acre tract of land described in Volume 3787, Page 2275 and all of a 0.294 acre tract of land described in Volume 3787, Page 2275, of the Deed Records of Travis County, Texas.

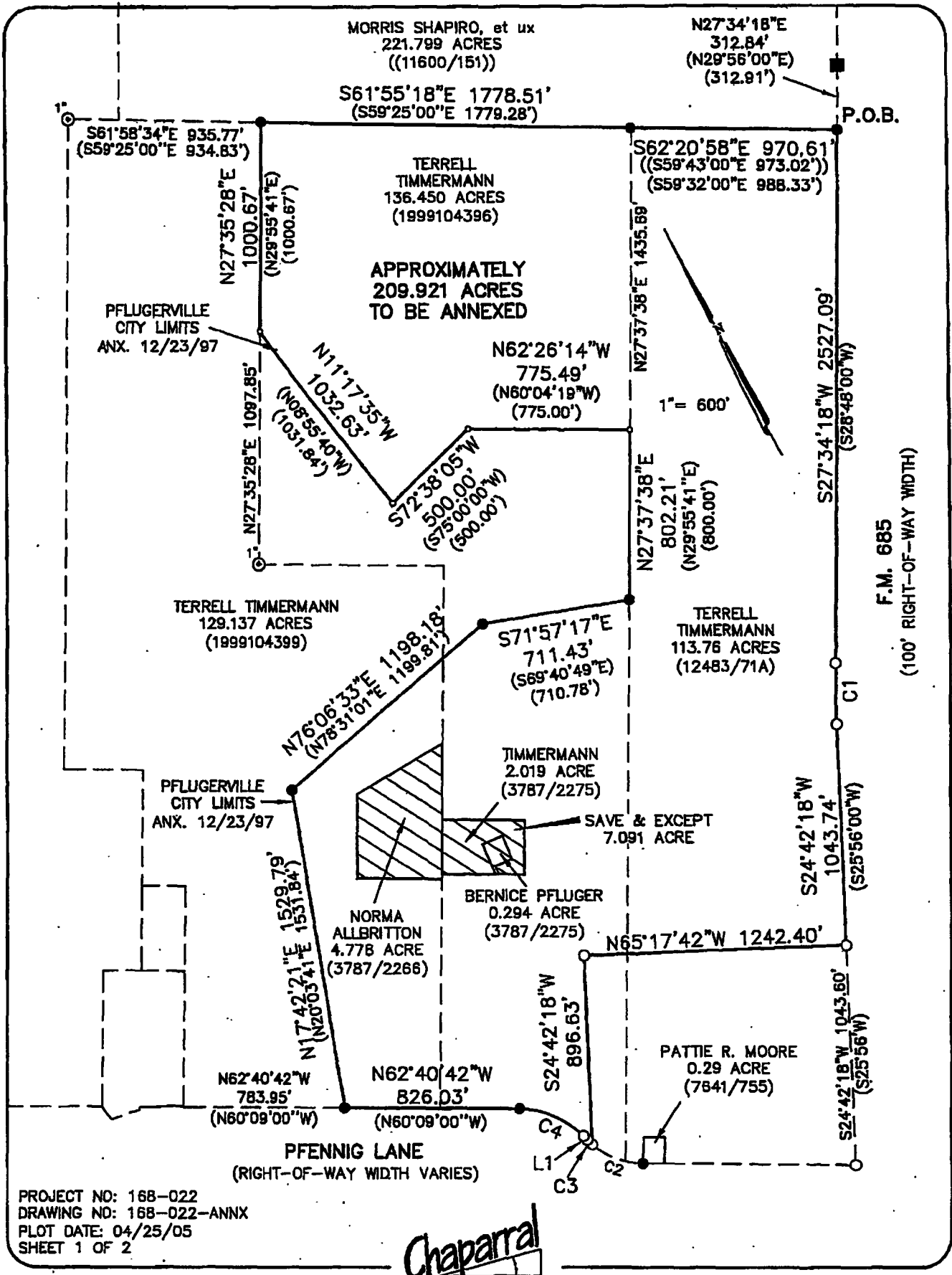
Surveyed on the ground in May, 2004 & August, 2004. Bearing Basis is Grid Azimuth for the Texas Central Zone, NAD 1983/93 HARN. Attachments: Survey Drawing 168-022-ANNX.



David Klotz
Registered Professional Land Surveyor
State of Texas No. 5428

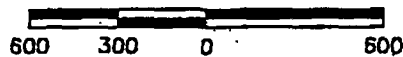
04/25/05





A SKETCH TO ACCOMPANY A DESCRIPTION OF 209.921 ACRES OF LAND OUT OF THE THOMAS G. STEWART SURVEY NO. 6, ABSTRACT NO. 669, THE JOHN DAVIS SURVEY NO. 13, ABSTRACT NO. 231, THE SEFRIN EISELIN SURVEY NO. 1, ABSTRACT NO. 265 AND THE HENRY BLESSING SURVEY NO. 3, ABSTRACT NO. 99, BEING A PORTION OF A 113.76 ACRE TRACT CONVEYED TO TERRELL TIMMERMANN BY QUITCLAIM DEED DATED JULY 6, 1985, IN VOLUME 12483, PAGE 71 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, A PORTION OF A 136.450 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMANN BY GENERAL WARRANTY DEED DATED SEPTEMBER 7, 1999, IN DOCUMENT NO. 1999104396 AND A PORTION OF A 129.137 ACRE TRACT OF LAND CONVEYED TO TERRELL TIMMERMANN BY GENERAL WARRANTY DEED DATED SEPTEMBER 7, 1999, IN DOCUMENT NO. 1999104399, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SCALE IN FEET



LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- CONC. HIGHWAY MON. FOUND
- CALCULATED POINT
- () RECORD DATA



LINE TABLE

No.	BEARING	LENGTH	RECORD
L1	N19°04'53"W	25.30'	(N15°11'W 24.7')

CURVE TABLE

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C1	2°52'00"	5781.05'	144.65'	289.24'	289.21'	S26°08'18"W
C2	40°07'41"	380.28'	138.89'	266.33'	260.92'	S42°35'32"E
C3	4°42'15"	380.28'	15.62'	31.22'	31.21'	N20°10'34"W
C4	44°12'05"	440.28'	178.88'	339.66'	331.30'	N39°56'19"W

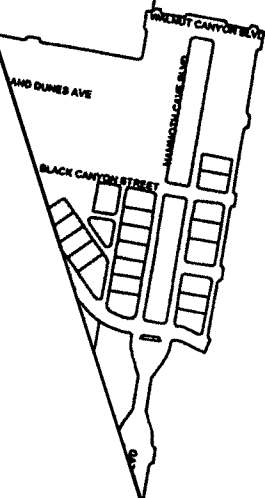
BEARING BASIS: GRID AZIMUTH FOR
TEXAS CENTRAL ZONE, 1983/93 HARN
VALUES FROM LCRA CONTROL
NETWORK.

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 168-022-ANNX.

PROJECT NO: 168-022
DRAWING NO: 168-022-ANNX
PLOT DATE: 04/25/05
SHEET 2 OF 2

Chaparral

Proposed Annexation



ANNEXATION AREA

PFLUGER LANE

PFENNIG LN

FM 685

Legend

- Proposed Annexation Area
- Current City Limit Boundary
- Property Boundaries

0 250 500 1,000 1,500 2,000 Feet

N

EXHIBIT “B”
SERVICE PLAN

SERVICE PLAN FOR PROPOSED ANNEXATION BY THE CITY OF PFLUGERVILLE, IN TRAVIS COUNTY, TEXAS

This service plan establishes a program under which the City of Pflugerville, Texas, will provide full municipal services to the area described on the attached Exhibit "A" (the "Annexed Area"), as required by § 43.065 of the Texas Local Government Code.

I.

The City will provide the following municipal services to the Annexed Area at a level consistent with protection to other areas within the City:

- A. **Police Protection.** The City provides police service within its city limits, including routine patrols through the City and law enforcement services upon call. After annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. **Fire Protection and Emergency Medical Service.**
 - 1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 - 2. The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area after annexation.
 - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. After annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

II.

The City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. **Solid Waste Collection.** The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and a private refuse collection company. The residential solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping. This service will be provided for a fee to any person within the Annexed Area requesting the

service after the date of annexation. The City may not prohibit the collection of solid waste by a private provider or charge a fee for solid waste collection to any resident who continues to use the services of a private provider during the first two years following annexation. If a resident continues to use the services of a private provider during the two years following annexation, the City is not required to provide solid waste collection services to that resident.

- B. **Maintenance.** Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area effective as of the date of annexation:
1. Water and wastewater facilities that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
 2. Public streets and right-of-ways, including street lighting. The City provides street repairs, improvements and inspections. This City does not maintain private streets or right-of-ways.
 3. Publicly owned parks, playgrounds, and swimming pools. The City is not aware of any such facilities within the Annexed Area at the time of annexation. Although, as development progresses over time, the City's subdivision ordinance may require dedication of parkland or equivalent payments to the City for the development of recreational facilities.
 4. Other publicly-owned facilities or buildings, including drainage facilities, such as drainage channels, storm sewers and detention ponds. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed.
- C. **Development Regulation.** The City will enforce zoning, subdivision development, site development and building code regulations within the Annexed Area after annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.
- D. **Other Services.** City recreational facilities, including parks and library, will be available for use by residents of the Annexed Area on the same basis as those facilities are available to current City residents. City residents receive program preference for some City programs.

III.

Capital Improvements. As provided in Section 43.056(e) of the Local Government Code, the City will begin acquiring or constructing capital improvements necessary for providing municipal services adequate to serve the Annexed Area. The acquisition or construction will occur in accordance within applicable ordinances and regulations of the City. Landowners within the

Annexed Area will not be required to fund the capital improvements necessary to provide municipal services to the Annexed Area except as provided below for water and wastewater service.

Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City or another utility, the City will extend water and wastewater service to such areas in accordance with the City's service extension policy attached as Exhibit "B" at the appropriate levels considering the topography, land use and population density of the property requesting service. In addition, unless consistent with the City's existing requirements for funding of extensions of water or wastewater service to areas within the current City limits, landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide water and wastewater service under this service plan.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation.

EXHIBIT B

**CITY OF PFLUGERVILLE
WATER AND WASTEWATER SERVICE EXTENSION POLICY**

A. GENERAL POLICY

- (1) This policy applies to customers requiring extensions to the City's sewer and water systems, including extensions to existing subdivisions that have not previously been served by City utilities but excluding extensions to new subdivisions that are covered by the City's subdivision ordinance.
- (2)
 - (a) The City will extend a water distribution main up to 50 feet within a dedicated street, alley or easement, without additional cost to the customer above the standard connection charges.
 - (b) The City will extend lateral sewers or sewer mains only upon the payment of the actual costs of the extension by the customer as provided in this policy.
- (3) If a customer desires service which requires an extension of more than 50 feet of water mains, or an extension of lateral sewers or sewer mains, the customer may advance the funds required for the extension and receive a partial refund as future customers connect to the extension.
- (4) The City is not required to fund system extensions from surplus revenues, bond funds or other public funds, but reserves the right, at its discretion, to use these funds if they become available. Projects will be considered based upon the public health and well-being and the willingness of the customers involved to cost-participate. This funding must be approved by the City Council.

B. PROCEDURE

- (1) Customers desiring to advance funds for the City to extend its water or sewer systems to provide service to their property must make a written application to the City Manager stating the lot and block number, name of subdivision and street address of the property to be served and the service required. The application must be signed by all property owners initially requesting service and their signatures must be identified with the property they desire to be served.
- (2) Upon receipt of an application, the City Manager will direct the City Engineer to prepare a cost estimate for the extension to the requested point of service. The cost estimate must include estimated construction costs and repair costs for all streets and public utilities affected by the construction.
- (3) The estimated construction cost, plus the applicable meter deposits, impact fees and tap fees for each of the initial customers requiring the extension, must be deposited with the City before construction is initiated by the City. The City will pay for engineering, administration, field surveys and other similar contingencies related to the extension.

- (4) Each customer participating in a system extension under this policy must execute a written agreement with the City which describes the extension, specifies the total per-customer costs of the extension, and sets forth the names and addresses of each person to whom refunds are payable.
- (5) After all required funds are paid to the City, the customers may require that competitive bids be received from private contractors for the work; otherwise the City Manager will determine whether the work is to be let by competitive bid or performed by City personnel for the amount of the estimate.
- (6) If bids are received on the work, the amount of the deposit will be adjusted, by additional collections or refunds, to the actual contract price plus applicable meter deposits, impact fees and tap fees. These adjustments will be made before the work is begun.

C. ASSIGNMENT OF COSTS

If multiple customers cooperate to fund a system extension, the proportion of the project cost assigned to each participating customer will be determined according to the following formula:

$$(\text{customer's capacity in project} \div \text{total project capacity}) (\text{total project cost})$$

In addition to these extension costs, each customer must pay the applicable meter deposits, impact fees and tap fees, and must provide a sewer service line or water service line to the water meter or sewer tap.

D. SUBSEQUENT USER FEES

- (1) The City will require each new customer who connects to a line extension project financed by customers under this policy to pay all standard connection charges plus a subsequent user fee determined in accordance with paragraph C. As these subsequent user fees are collected by the City, refunds will be made to the customers who paid for the extension as provided in the written agreement required under paragraph B(4) has been repaid. Refunds will be made within 30 days after the subsequent user fees are paid to the City, and will be divided among the initial participants in the same proportion as their participation in the extension project.
- (2) No refunds will be made after 5 years from the date of completion of the project and no refunds of less than \$25 per participating customer will be made.

Return:

City of Pflugerville
P.O. Box 5009
Pflugerville, TX 78691
 Attn: Karen Thompson

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 May 31 02:16 PM 2005094827

HERRERAR \$42.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

ORDINANCE NO. 478-97-12-23

AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING APPROXIMATELY 1635 ACRES OF LAND IN AN AREA IMMEDIATELY NORTH OF PFLUGERVILLE LOOP AND EXTENDING ON BOTH SIDES OF HEATHERWILD BOULEVARD IN TRAVIS COUNTY, TEXAS; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE PROPERTY; BINDING THE PROPERTY TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Pflugerville, Texas (the "City") desires to annex the land described in Exhibit "A", attached hereto and incorporated herein by reference (the "Land"); and

WHEREAS, the North Travis County Municipal Utility District No. 5 (the "District") is within the City's extraterritorial jurisdiction and is included entirely within the Land; and

WHEREAS, the City is not annexing any area other than the Land and the District; and

WHEREAS, the City Council of the City has considered the annexation of the Land, following two public hearings, notice of which was duly given in accordance with all applicable legal requirements and has determined to institute proceedings to annex the Land; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

Section 1. The Land described in the attached Exhibit "A", is hereby annexed to the City, effective December 31, 1997, and as of December 31, 1997, the boundaries of the City are extended to include the Land within the corporate limits of the City. From and after December 31, 1997, the Land shall be bound by the acts, ordinances, resolutions and regulations of the City.

Section 2. Municipal services shall be extended to the Land in accordance with the service plan attached as Exhibit "B".

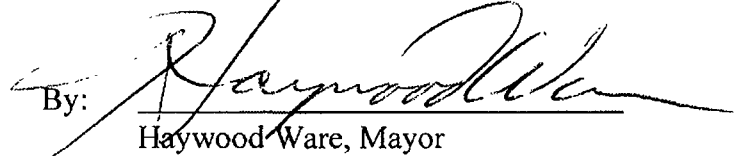
Section 3. The District will continue in existence until 11:59 p.m., December 31, 1997, at which time, pursuant to the provisions of Chapter 43, Subchapter D of the Texas Local Government Code, the City will succeed to the powers, duties, assets, and obligations of the District and the District will be abolished.

Section 4. The City Secretary is directed to file a certified copy of this ordinance in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

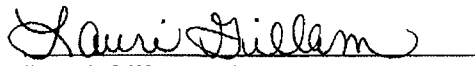
Section 5. This ordinance will take effect upon its passage by 3 affirmative votes of members of the City Council on first reading; provided that this ordinance is posted and adopted at a subsequent meeting of the City Council in accordance with the provisions of Section 3.15(d) of the City Charter, and provided further that no objection to the annexation is interposed by the United States Attorney General within 60 days of the submission of the annexation pursuant to Section 5 of the Voting Rights Act of 1965, as amended.

PASSED AND APPROVED this 23rd day of December, 1997.

CITY OF PFLUGERVILLE, TEXAS

By: 
Haywood Ware, Mayor

ATTEST:


Lauri Gillam, City Secretary

SERVICE PLAN FOR PROPOSED ANNEXATION OF APPROXIMATELY
1635 ACRES OF LAND IN AN AREA IMMEDIATELY NORTH OF
PFLUGERVILLE LOOP AND EXTENDING ON BOTH SIDES
OF HEATHERWILD BOULEVARD IN TRAVIS COUNTY, TEXAS

This service plan establishes a program under which the City of Pflugerville, Texas, will provide full municipal services to the area described as Area 1 on the attached Exhibit "A" (the "Annexed Area"), as required by §§ 43.056 and 43.075 of the Texas Local Government Code. The Annexed Area is North Travis County Municipal Utility District No. 5 (the "District").

I.

The City will provide the following municipal services to the Annexed Area at a level consistent with protection to other areas within the City:

- A. Police Protection. The City provides police service within its city limits, including routine patrols through the City and law enforcement services upon call. After annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection.
 - (1) Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
 - (2) The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area after annexation.

II.

The City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. Solid Waste Collection. Although the City provides residential solid waste collection services within the City limits under a contract between the City and a private refuse collection company, the City must continue to honor the existing contract between the District and Action Disposal, Inc. Action will continue to provide these services to the Annexed Area after annexation under the same contract. The solid waste collection services include garbage collection, recycling, bulky item collection and brush collection or chipping.

- B. Maintenance. Routine maintenance of the following City-owned facilities will be provided within the Annexed Area within 60 days of the date of annexation:
- (1) Water and wastewater facilities that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the District that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
 - (2) Public streets and right-of-ways, including street lighting. The City provides street repairs, improvements and inspections.
 - (3) Publicly owned parks, playgrounds, and swimming pools. The City is not aware of any such facilities within the Annexed Area or that are owned by the District or will be owned by the City at the time of annexation. Although, as development progresses over time, the City's subdivision ordinance requires dedication of parkland or equivalent payments to the City for the development of recreational facilities. The City's master plan includes planned park and trail amenities for the Annexed Area.
 - (4) Other publicly-owned facilities or buildings, including drainage facilities, such as drainage channels, storm sewers and detention ponds. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed.
- C. Development Regulation. The City will enforce zoning, subdivision development and building code regulations within the Annexed Area after annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards.
- D. Other Services. City recreational facilities, including parks and library, will be available for use by residents of the Annexed Area on the same basis as those facilities are available to current City residents. City residents receive program preference for some City programs.

III.

Capital Improvements. The City will begin acquiring or constructing capital improvements necessary for providing municipal services adequate to serve the Annexed Area within 2 years after the date of the annexation. These capital improvements will be substantially complete within 4½ years. The acquisition or construction will occur in accordance within applicable ordinances and regulations of the City. Landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide municipal services to the Annexed Area.

Water and Wastewater Service. For areas not within the certificated service area of another utility, the City's water and wastewater utility will extend water and wastewater service to the Annexed Area in accordance with the City's service extension policy attached as Exhibit "B" and at the appropriate

levels considering the topography, land use and population density of the property requesting service, except for those areas described below. In addition, unless consistent with the City's existing requirements for funding of extensions of water or wastewater service to areas within the current City limits, landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide water and wastewater service to the Annexed Area.

The Annexed Area is currently provided wholesale water service by Manville Water Supply Corporation under a 40-year contract that establishes rates and fees and provides an exclusive right to be the wholesale water provider. Manville will continue to provide wholesale service and the City will provide retail service within the Annexed Area after annexation. Wilke Lane Utility Company currently provides wholesale wastewater service to the Annexed Area under a 40-year contract that establishes rates and fees and provides an exclusive right to be the wholesale wastewater provider. Wilke Lane will continue to provide wholesale service and the City will provide retail service within the Annexed Area after annexation.

NT 5
100.40

TRACT 1

DESCRIPTION

DESCRIPTION BASED ON A COMPILATION OF RECORD INFORMATION OF A 1470 ACRE TRACT OF LAND LOCATED IN THE THOMAS G. STEWART SURVEY NO. 6, THE JOHN VAN WINKLE SURVEY NO. 70, THE JOHN W. MAXEY SURVEY NO. 2, THE PETER CONRAD SURVEY NO. 71, THE E. BEE BEE SURVEY NO. 5, AND THE H. BLESSING SURVEY NO. 3 IN TRAVIS COUNTY, TEXAS, AND BEING ALL OR PARTS OF THE FOLLOWING TRACTS:

<u>Acre Tract</u>	<u>Conveyed To</u>	<u>By Deed Recorded In</u>
10.001	John S. Lloyd	Volume 8499, Page 426;
337.85	John S. Lloyd	Volume 8580, Page 579;
11.695	John S. Lloyd	Volume 8348, Page 64;
11.138	John S. Lloyd	Volume 8348, Page 529;
210.049	John S. Lloyd	Volume 8347, Page 76;
5.00	John S. Lloyd	Volume 8348, Page 64;
10.001	John S. Lloyd	Volume 8499, Page 428;
135.48	C. R. Luedtke	Volume 763, Page 509;
184	C. R. Luedtke	Volume 436, Page 155;
109.61	John L. Luedtke	Volume 5366, Page 272;
58.4	John L. Luedtke	Volume 5674, Page 196;
98.03	Dorothy Plattow	Volume 7505, Page 366;
102	Charles Glen Murchinson	Volume 3779, Page 2326;
92.98	John S. Lloyd	Volume 8234, Page 671;
153.34	First Capital Developers, Inc.	Volume 8545, Page 853
5.00	Robert T. Nicholas	Volume 6815, Page 1057
108.79	First Capital Developers, Inc.	Volume 8546, Page 302
90.16	First Capital Developers, Inc.	Volume 8545, Page 857
27.72	Herman A. Meister	Volume 1209, Page 371
13.0	Calvin Wilke	Volume 1261, Page 217,

ALL IN DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

N.T.C. M.U.D. #5
Page 2 of 6

BEGINNING in the Northwesterly Right-of-Way line of Wilke Lane and West of the M.K.T. Railroad Right-of-Way at the Southeast corner of a 109.61 acre tract conveyed to John L. Luedtke by deed recorded in Volume 5366, Page 272 of said Deed Records;

THENCE N60°00'33"W, 208.87 feet;

THENCE along the Southerly line of said 109.61 acre tract the following three (3) courses:

- 1) N60°02'40"W, 1529.03 feet;
- 2) S45°09'49"W, 209.74 feet;
- 3) N59°52'39"W, 979.32 feet;

THENCE along the Southerly line of said Luedtke 58.4 acre tract, N59°58'06"W, 897.33 feet;

THENCE along the Easterly line of said John S. Lloyd 92.96 acre tract the following three (3) courses:

- 1) S29°34'27"W, 496.0 feet;
- 2) S29°34'27"W, 593.01 feet;
- 3) S29°40'27"W, 547.31 feet;

THENCE along the Southerly line of said 92.98 acre tract and the Northerly Right-of-Way line of Pflugerville Loop the following two (2) courses:

- 1) N60°26'33"W, 1638.80 feet;
- 2) N66°53'33"W, 77.27 feet;

THENCE along the Westerly line of said 92.98 acre tract the following two (2) courses:

- 1) N29°57'27"E, 1588.46 feet;
- 2) N13°34'27"E, 415.06 feet;

THENCE continuing along said line and the Easterly Right-of-Way line of Schultz Lane, N29°59'27"E, 355.72 feet;

THENCE along said Right-of-Way and the Westerly line of said C. R. Luedtke 135.48 acre tract the following three (3) courses:

- 1) N29°54'16"E, 246.97 feet;
- 2) N30°13'38"E, 828.28 feet;
- 3) N29°32'35"E, 1427.32 feet;

THENCE crossing said 135.48 acre tract and along the Travis County line N77°19'32"E, 1834.76 feet;

THENCE S60°31'43"E, 2.1 feet;

THENCE along the Northeasterly line of said Luedtke 135.48 acre and 184 acre tract, and the Westerly Right-of-Way line of the M.K.T. Railroad, said line being the Bearing Basis of this description, S21°22'59"E, 1994.18 feet;

THENCE continuing along said Right-of-Way and along the Northeasterly line of said John L. Luedtke 58.4 acre tract S21°22'59"E, 333.79 feet;

THENCE crossing said M.K.T. Railroad whose Right-of-Way is 100 feet along the Northerly line of a 2.75 acre tract N57°24'53"E, 141.35 feet, save and except said 2.75 acre tract contained in said Right-of-Way;

THENCE N85°11'31"E, 96.26 feet;

THENCE along the North line of said Herman A. Meister 27.22 acre tract, N85°11'31"E, 1339.91 feet;

THENCE along the East line of said Meister tract, S17°04'29"E, 888.15 feet;

THENCE along the South line of said Meister tract the following two (2) courses:

- 1) S82°11'31"W, 423.97 feet;
- 2) S82°11'31"W, 898.70 feet;

THENCE S82°11'31"W, 53.87 feet;

THENCE along the South line of said 2.75 acre tract and crossing said M.K.T. Right-of-Way S62°04'48"W, 111.07 feet;

THENCE along the Westerly line of said M.K.T. Right-of-Way and the Easterly line of said Luedtke 109.61 acre and 58.4 acre tracts, S21°22'59"E, 2029.87 feet;

THENCE crossing Wilke Lane S24°06'42"E, 71.03 feet;

THENCE crossing said M.K.T. Right-of-Way, N37°52'28"E, 116.66 feet;

THENCE crossing Wilke Lane N07°23'36"W, 111.93 feet;

THENCE along the Southwesterly line of said Calvin Wilke 13.0 acre tract and the Northeasterly Right-of-Way line of said M.K.T. Railroad, N21°20'46"W, 1102.86 feet;

THENCE along the North line of said 13.0 acre Wilke Tract, N89°19'14"E, 1003.81 feet;

THENCE crossing Wilke Lane S60°24'03"E, 57.75 feet;

THENCE along the Northwesterly line of said John S. Lloyd 337.85 acre tract and the Southeasterly Right-of-Way line of Wilke Lane, N29°35'57"E, 193.77 feet;

THENCE continuing along said Right-of-Way and the Northwesterly line of the tracts the following seven (7) courses:

- 1) N29°09'52"E, 599.11 feet along said John S. Lloyd 11.138 acre tract;
- 2) N29°09'52"E, 556.77 feet along said John S. Lloyd 210.049 acre tract;
- 3) N29°06'17"E, 400.55 feet along said John S. Lloyd 210.049 acre tract;
- 4) N29°06'17"E, 400.00 feet along said John S. Lloyd 5.00 acre tract;
- 5) N29°06'16"E, 384.91 feet along said John S. Lloyd 10.001 acre tract;
- 6) N29°00'52"E, 16.46 feet along said Dorothy Platten 98.03 acre tract;
- 7) N30°30'43"E, 762.65 feet along said Dorothy Platten 98.03 acre tract;

THENCE crossing Wilke Lane N22°05'26"E, 215.98 feet;

THENCE along the Northwesterly line of said Murchinson 102 acre tract N29°07'35"E, 575.04 feet;

THENCE crossing said Murchinson 102 acre tract S60°20'25"E, 1587.50 feet;

THENCE S14°19'40"E, 226.42 feet;

THENCE along the Southeasterly line of said Murchinson 102 acre tract S30°40'22"W, 398.90 feet;

THENCE crossing Wilke Lane S29°36'43"W, 60.19 feet;

THENCE along the Northeasterly line of said Dorothy Platten 98.03 acre tract and the Southwesterly Right-of-Way line of Wilke Lane the following two (2) courses:

- 1) S60°23'17"E, 344.65 feet;
- 2) S60°08'25"E, 1630.42 feet;

THENCE crossing said Platten tract S29°54'43"W, 239.80 feet;

THENCE S12°53'30"W, 751.95 feet;

THENCE along the Northeasterly line of said Lloyd 210.049 acre tract the following two (2) courses:

- 1) S59°37'48"E, 210.31 feet;
- 2) S59°22'38"E, 403.29 feet;

THENCE along the Southeasterly line of said Lloyds 210.049 acre tract the following five (5) courses:

- 1) S28°55'17"W, 487.18 feet;
- 2) S29°05'37"W, 727.93 feet;
- 3) S29°13'42"W, 303.78 feet;
- 4) S29°11'22"W, 698.18 feet;
- 5) S30°40'02"W, 115.60 feet;

THENCE along the Southeasterly line of said First Capital Developers, Inc., 153.34 acre tract, S29°36'51"W, 755.28 feet;

THENCE along the Northeasterly line of said First Capital Developers, Inc., 108.79 acre tract, S59°36'49"E, 690.43 feet;

THENCE along the Southeasterly line of said 108.79 acre tract S29°55'41"W, 1000.67 feet;

THENCE crossing said First Capital Developers, Inc., 90.16 acre tract, S08°55'40"E, 1031.84 feet;

THENCE N75°00'00"E, 500.0 feet;

THENCE S60°04'19"E, 775.0 feet;

THENCE along the Southeasterly line of said 90.16 acre tract S29°55'41"W, 800.00 feet;

THENCE along the Southerly line of said 90.16 acre tract the following two (2) courses:

- 1) N69°40'49"W, 710.78 feet;
- 2) S78°31'01"W, 247.29 feet;

THENCE along a Southerly line of said 108.79 acre tract S78°31'01"W, 952.52 feet;

THENCE along a Southeasterly line of said 108.79 acre tract S20°03'41"W, 1531.84 feet;

THENCE along a Southwest line of said 108.79 acre tract and the Northeasterly line of Pfenning Lane, N60°16'19"W, 783.31 feet;

THENCE along the Southerly line of said Nicholas 5.00 acre tract, N60°16'19"W, 207.00 feet;

THENCE along the Southerly line of said First Capital Developers, Inc. 153.34 acre tract and the Northerly Right-of-Way line of Pfenning Lane N60°16'19"W, 743.33 feet;

THENCE along the Easterly Right-of-Way of the M.K.T. Railroad the following seven (7) courses:

- 1) N02°20'41"E, 80.00 feet;
- 2) N00°24'19"W, 138.90 feet;
- 3) N03°14'19"W, 138.90 feet;
- 4) N05°54'19"W, 138.90 feet;
- 5) N08°34'19"W, 138.90 feet;
- 6) N11°14'19"W, 138.90 feet;
- 7) N13°54'19"W, 138.89 feet;

THENCE crossing said railroad Right-of-Way N71°59'16"W, 120.66 feet;

THENCE along the Southwesterly line of said Lloyd 337.85 tract and the Northerly Right-of-Way line of Pflugerville Loop the following five (5) courses:

- 1) N60°06'51"W, 2562.59 feet;
- 2) N56°12'46"W, 106.90 feet;
- 3) N50°43'52"W, 106.97 feet;
- 4) N45°16'56"W, 108.06 feet;
- 5) N40°01'50"W, 384.99 feet;

THENCE along the Northwesterly line of said 337.85 acre tract and the Southeasterly Right-of-Way line of Wilke Lane the following three (3) courses:

- 1) N29°06'37"E, 955.21 feet;
- 2) N29°07'23"E, 1001.80 feet;
- 3) N29°07'23"E, 121.95 feet;

THENCE crossing Wilke Lane N60°52'37"W, 59.59 feet to the POINT OF BEGINNING;

And containing 1470 acres of land, more or less.

STATE OF TEXAS
COUNTY OF TRAVIS

TRACT 2

FIELDNOTE DESCRIPTION of a 131.275 acre tract of land out of the John Van Winkle Survey No. 70, and the John Van Winkle Survey No. 14, Travis County, Texas; the said 131.275 acre tract of land being a portion of a 50 acre tract of land described in a deed to A. B. Primm as recorded in Volume 758, Page 302 of the Deed Records of Travis County, a portion of a 100 acre tract of land described in a deed to Adolf Primm as recorded in Volume 746, Page 583 of the Deed Records of Travis County, and a portion of a 1.48 acre tract of land described in a deed to Adolph Primm as recorded in Volume 295, Page 510 of the Deed Records of Travis County, Texas; the said 131.275 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found for the southwest corner of the said 50 acre tract, being the northwest corner of the said 100 acre tract, the said iron pipe being in the east line of a 92.98 acre tract of land described in a deed to John Lloyd Development Company as recorded in Volume 8464, Page 553 of the Deed Records of Travis County;

TRENCZ, with the west line of the said 50 acre tract and the east line of the said 92.98 acre tract; N 29° 26' 09" E, a distance of 496.25 feet to an iron pipe found for the northwest corner of the said 50 acre tract and the northwest corner of the herein described tract, being the southwest corner of a 157.94 acre tract of land described in a deed to John Lloyd Development Company as recorded in Volume 8908, Page 973 of the Deed Records of Travis County, being also an angle point in the east line of the said 92.98 acre tract;

TRENCZ, leaving the east line of the 92.98 acre tract with the north line of the 50 acre tract being the south line of the said 157.94 acre tract, the following four (4) courses and distances:

- 1) S 39° 59' 38" E, a distance of 897.31 feet to an iron pipe found for an angle point;
- 2) S 39° 34' 45" E, a distance of 979.29 feet to an iron pipe found for an angle point;
- 3) N 45° 04' 32" E, a distance of 209.74 feet to an iron pipe found for an angle point; and
- 4) S 60° 04' 35" E, a distance of 1529.00 feet to an iron rod found for the northwest corner of a 1.0 acre tract of land described in a deed to Macedonio G. Aguilar, et al. as recorded in Volume 8139, Page 250 of the Deed Records of Travis County; the said iron rod being the most northerly northeast corner of the herein described tract;

TRENCZ, leaving the south line of the said 157.94 acre tract and crossing the said 50 acre tract with the east and south lines of the said 1.0 acre tract, the following two (2) courses and distances:

- 1) S 29° 14' 14" W, a distance of 208.18 feet to an iron pipe found for the southwest corner of the said 1.0 acre tract, being an interior all corner for the herein described tract; and
- 2) S 60° 01' 03" E, a distance of 208.72 feet to an iron rod found in the westerly line of Wilke Lane, a 60 feet wide County Road, for the southeast corner of the said 1.0 acre tract, being the most easterly northeast corner of the herein described tract;

TRENCZ, with the said westerly line of Wilke Lane, S 29° 05' 57" W, a distance of 423.46 feet to an iron pipe found for the northeast corner of a 3.175 acre tract of land described in a deed to Wallace McLean as recorded in Volume 6749, Page 1074 of the Deed Records of Travis County, for an all corner in the east line of the herein described tract;

TRENCZ, with the south line of the said 50 acre tract, being the north line of the said 100 acre tract, being also the north line of the said 3.175 acre tract, N 60° 04' 07" W, passing at a distance of 208.72 feet an iron rod found for the northwest corner of the said 3.175 acre tract, being the northeast corner of a 3.00 acre tract of land described in a deed to

Wallace McLean, et al, as recorded in Volume 7374, Page 64 of the Deed Records of Travis County; in all for a total distance of 406.04 feet to an iron rod found for the northwest corner of the said 3.00 acre tract being an interior all corner for the herein described tract;

THENCE, leaving the south line of the said 30 acre tract and crossing the said 100 acre tract with the west line of the said 3.00 acre tract, S 29° 09' 06" W, a distance of 662.25 feet to an iron rod found for the southwest corner of the said 3.00 acre tract, being the northwest corner of a 2.99 acre tract described in a deed to Wallace McLean, et al, as recorded in Volume 7779, Page 298 of the Deed Records of Travis County; the said iron rod being an angle point in the east line of the herein described tract;

THENCE, continuing across the said 100 acre tract with the west line of the 2.99 acre tract, S 34° 45' 17" W, a distance of 537.72 feet to an iron rod set for the southwest corner of the said 2.99 acre tract being in the curving north line of Pflugerville Loop, a 60 foot wide County Road; being also the southeast corner of the herein described tract;

THENCE, with the north line of Pflugerville Loop, being the south line of the herein described tract, the following three (3) courses and distances:

- 1) A distance of 372.73 feet with the arc of a non-tangent curve to the left having a central angle of 16° 40' 36", a radius of 1280.39 feet and a chord which bears N 51° 45' 56" W, a distance of 371.42 feet to an iron rod set for a point of tangency; and
- 2) N 60° 06' 14" W, a distance of 1876.64 feet to an iron rod set for an angle point; and
- 3) N 59° 46' 33" W, a distance of 794.94 feet to an iron rod found for the southwest corner of the herein described tract; the said iron rod being the southeast corner of a 2.35 acre tract of land described in a deed to Gladys E. Patterson, as recorded in Volume 5151, Page 193 of the Deed Records of Travis County, Texas;

THENCE, leaving the said north line of Pflugerville Loop with the east line of the said 2.35 acre tract N 29° 14' 07" E, a distance of 555.78 feet to an iron rod found for the northeast corner of the said 2.35 acre tract;

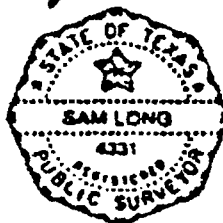
THENCE, crossing the said 100 acre tract of land, the following two (2) courses and distances:

- 1) N 29° 37' 39" E, a distance of 234.15 feet to an iron rod set for an all corner; and
- 2) N 60° 22' 21" W, a distance of 183.34 feet to an iron rod set in the said east line of the 92.98 acre tract and being also in the west line of the said 100 acre tract;

THENCE, with the west line of the 100 acre tract being the east line of the 92.98 acre tract, N 29° 37' 39" E, a distance of 351.59 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 131.275 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

26 th WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the day of June, 1987, A.D.



Sam Long
 Sam Long
 Registered Public Surveyor
 No. 4331 - State of Texas

TRACT 3

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
24.616 ACRES OUT OF THE WILLIAM BARKER SURVEY No. 74
TRAVIS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 24.616 ACRES OUT OF THE WILLIAM BARKER SURVEY No. 74 IN TRAVIS COUNTY, TEXAS, AND BEING THOSE SAME CERTAIN TRACTS DESCRIBED IN A DEED FROM PFLUGERVILLE LOOP J.V. TO LAYTON B. WILSON, TRUSTEE, AND JERALD WINTROUB, TRUSTEE, DATED APRIL 19, 1984, AND RECORDED IN VOLUME 8563, PAGE 767 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at an iron pin found in the northeast R.O.W. line of Pflugerville Loop, at its intersection with the west R.O.W. line of Schultz Lane, at the south corner of said Wilson et al property, for the south corner and POINT OF BEGINNING hereof

THENCE with the northeast line of Pflugerville Loop, N19°04'12"W for a distance of 1772.38 feet to an iron pin found at the northwest corner of said Wilson et al property, for the northwest corner hereof

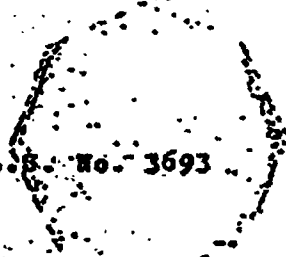
THENCE S77°55'22"E for a distance of 211.72 feet to an iron pin found, and S78°14'25"E for a distance of 1198.99 feet to an iron pin found at the northeast corner of said Wilson et al property, for the northeast corner hereof, in the east R.O.W. line of Schultz Lane

THENCE with the west R.O.W. line of Schultz Lane, S30°02'26"W for a distance of 1601.59 feet to the POINT OF BEGINNING hereof and containing 24.616 acres of land, more or less.

As surveyed by:



Michael Sanford, R.P.L.S. No. 3693
August 8, 1992
920533c



TRACT 4

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
4.821 ACRES OF LAND
JOHN VAN WINKLE SURVEY No. 70
TRAVIS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING 4.821 ACRES OUT OF THE JOHN VAN WINKLE SURVEY No. 70 IN TRAVIS COUNTY, TEXAS, AND BEING THAT SAME CERTAIN TRACT DESCRIBED AS 4.82 ACRES IN A DEED TO SPRINGBROOK AUSTIN, INC., OF RECORD IN VOLUME 10533, PAGE 962 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 4.821 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at an iron pin found at the northeast corner of Pflugerville Loop and Schultz Lane, at the southwest corner of said 4.82 acre tract, for the southwest corner and POINT OF BEGINNING hereof

THENCE with the west line of said 4.82 acre tract and east R.O.W. line of Schultz Lane, N29°57'36"E for a distance of 1986.34 feet to an iron pin found at the north corner of said 4.82 acre tract, in the west line of a 92.98 acre tract described in a deed to Springbrook Austin, Inc., of record in Volume 10533, Page 959 of the Real Property Records of Travis County, Texas, for the north corner hereof

THENCE leaving Schultz Lane, with the west line of said 92.98 acre tract, the following 2 calls:

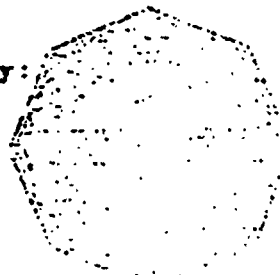
1. S13°33'37"W for a distance of 415.06 feet to an iron pin set
2. S29°56'02"W for a distance of 1588.15 feet to an iron pin found in the north R.O.W. line of Pflugerville Loop, at the southwest corner of said 4.82 acre tract for the southeast corner hereof, being also the southwest corner of the 91.601 acre tract described in Exhibit "A" attached hereto

THENCE with the south line of said 4.82 acre tract and north R.O.W. line of Pflugerville Loop, N60°02'58"W for a distance of 117.91 feet to the POINT OF BEGINNING hereof and containing 4.821 acres of land, more or less.

As surveyed July 24-August 8, 1992, by:



Michael Samford, R.P.L.S. No. 3693
920533b



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

APPROXIMATE BOUNDARY OF
NORTH TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

