#### ORDINANCE NO. 531

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 24.001 ACRES OF LAND, MORE OR LESS, THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICES AGREEMENT FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; pursuant to § 43.003, Tex. Loc. Gov't Code, the City of Manor, Texas ("the City") is a home rule municipality authorized to annex territory lying adjacent and contiguous to the City;

WHEREAS; the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with § 43.0671, Tex. Loc. Gov't Code;

WHEREAS; the property is adjacent to the present city limits and contiguous with the city limits;

WHEREAS; the City Council has heard and has decided to grant the request;

WHEREAS; the two public hearing dates provided in Resolution No. 2018-08 were adjusted as follows: September 5, 2018 and September 19, 2018;

WHEREAS; two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.0673 of the Tex. Loc. Gov't. Code;

WHEREAS; notice of the public hearing of the territory proposed to be annexed was published in a newspaper of general circulation in the City and posted on the City's Internet website not more than twenty (20) nor less than (10) days prior to the public hearings and the post remained on the City's website until the date of the last hearing; and

WHEREAS; the City intends to provide services to the property to be annexed according to the Services Agreement entered into with the owner attached hereto as Exhibit "B";

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied herein in their entirety.

Section 2. That the following described property (hereinafter referred to as the "Annexed Property") is hereby annexed into the corporate limits of the City of Manor:

<u>Area 1</u>: Being 24.001 acres of land in the James Manor Survey No. 39, Abstract No. 528, James Manor Survey No. 40, Abstract No. 566, and Calvin Barker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas and being a portion of that certain 675.6978 acre tract conveyed to 706 Investment Partnership, LTD., as described in Document No. 2005114143, Official Public Records of Travis County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Section 3. That the Services Agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

<u>Section 4.</u> That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Services Agreement attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

<u>Section 5.</u> That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

<u>Section 6.</u> That the Annex Property shall be temporarily zoned District "A" as provided in the City Zoning Ordinance, until permanent zoning is established therefore.

<u>Section 7.</u> That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passes was open to the public as required and that public notice of the time, place, and purpose of said meeting was given required by the Opens Meeting Act, *Chapt. 551, Tex. Gov't Code.* 

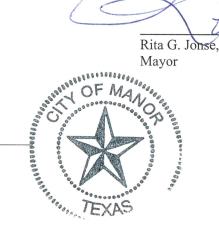
First Reading PASSED AND APPROVED on the 19th day of September 2018

Second and Final Reading PASSED AND APPROVED on the 17<sup>th</sup> day of October 2018

THE CITY OF MANOR, TEXAS forse

ATTEST:

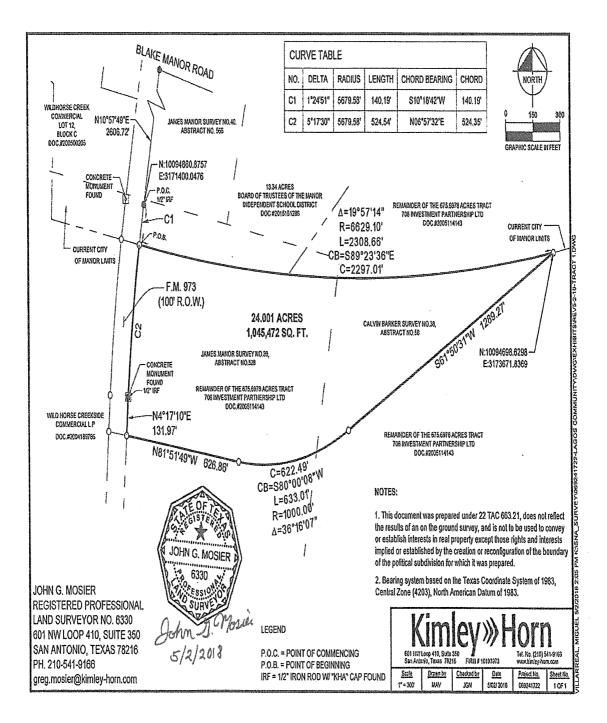
Lluvia Tijerina, TRMC City Secretary



# EXHIBIT "A"

Property description: +/- 24.001 acres

#### EXHIBIT A-1 Property Depiction



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#### EXHIBIT A Legal Description of 24.001 Acre Tract

#### LEGAL DESCRIPTION 24.001 ACRES OF LAND

BEING 24.001 acres of land located in the James Manor Survey No. 39, Abstract No. 528, James Manor Survey No. 40, Abstract No. 566, and Calvin Barker Survey No. 38, Abstract No. 58, City of Manor, Travis County, Texas, being a portion of that certain 675.6978 acre tract conveyed to 706 Investment Partnership, LTD., as described in Document No. 2005114143, Official Public Records of Travis County, Texas; said 24.001 acres being more particularly described as follows:

COMMENCING, at a found iron rod located in the easterly right of way line of F.M. 973 (100' R.O.W.), and same being the westerly line of that certain 13.34 acre tract conveyed to the Board of Trustees of the Manor Independent School District, as recorded in Document No. 2015151286, Official Public Records of Travis County, Texas;

THENCE, Southwesterly, along the common boundary line of said 13.34 acre tract, the easterly right of way line of F.M. 973, and the arc of a curve to left having a radius of 5679.58 feet, a central angle 01° 24′ 51″, an arc length of 140.19 feet and chord bearing: S 10° 18′ 42″ W, 140.19 feet, to the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the easterly right of way line of F.M. 973 and along the said 13.34 acre tract, and into said 675.6978 acre tract, the following courses:

Southeasterly, along the arc of a curve to left having a radius of 6629.10 feet, a central angle 19° 57' 14", an arc length of 2308.66 feet and chord bearing: S 89° 23' 36" E, 2297.01 feet, to a point;

South 61° 50' 31" West, a distance of 1,289.27 to a point for the beginning of a curve to the right;

Southwesterly, along the arc of a curve to right having a radius of 1000.00 feet, a central angle 36° 16' 07", an arc length of 633.01 feet and chord bearing: S 80° 00' 08" W, 622.49 feet, to a point;

North 81° 51' 49" West, a distance of 626.86 to a point located in the easterly right of way line of F.M. 973;

THENCE, along the easterly right of way of F.M. 973, the following courses:

North 04° 17' 10" East, a distance of 131.97 to a point;

Northeasterly, along the arc of a curve to right having a radius of 5,679.58 feet, a central angle 05° 17' 30", an arc length of 524.54 feet and chord bearing: N 06° 57' 52" E, 524.35 feet, to the PDINT OF BEGINNING and containing 24.001 acres (1,045,472 square feet) of land;

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

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation,

John G. Mosier

Registered Professional Land Surveyor No. 6330 Kimley-Horn and Associates, Inc., 601 NW Loop 410, Suite 350 San Antonio, Texas 78216, Ph. 210-541-9166 greg.mosier@kimley-horn.com TBPLS Firm No. 10193973

Signature Date:

JOHN G. MOSIER 

Lagos Manor - Annexation Option 1 -- 24.001 Acres May 2, 2018 - Page 1 of 1



# EXHBIT "A"

Legal Description of Subject Property

#### **LEGAL DESCRIPTION** 24.001 ACRES OF LAND

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Southwesterly, along the arc of a curve to right having a radius of 1000.00 feet, a central angle 36° 16' 07", an arc length of 633.01 feet and chord bearing: S 80° 00' 08" W, 622.49 feet, to a point;

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Northeasterly, along the arc of a curve to right having a radius of 5,679.58 feet, a central angle 05° 17' 30", an arc length of 524.54 feet and chord bearing: N 06° 57' 32" E, 524.35 feet, to the POINT OF BEGINNING and containing 24.001 acres (1,045,472 square feet) of land;

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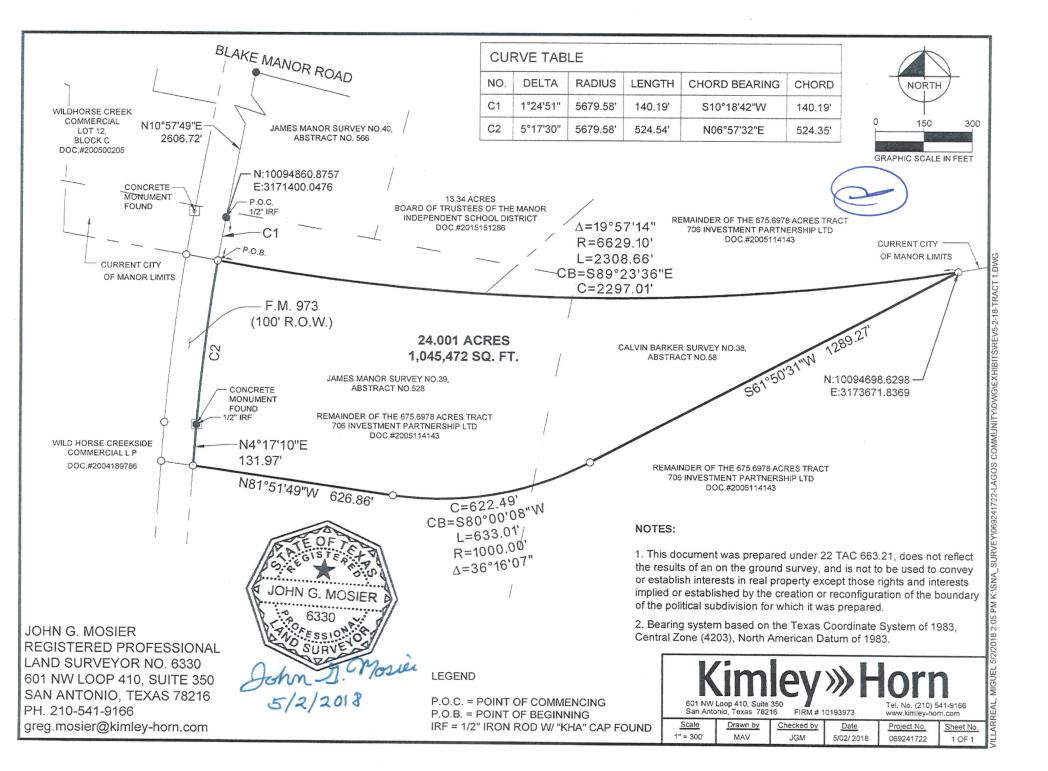
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chn el. Mosie

John G. Mosier Registered Professional Land Surveyor No. 6330 Kimley-Horn and Associates, Inc., 601 NW Loop 410, Suite 350 San Antonio, Texas 78216, Ph. 210-541-9166 greg.mosier@kimley-horn.com TBPLS Firm No. 10193973

Signature Date: 5/2





# EXHIBIT "B"

Approved Services Agreement



TRV 2018176983

#### SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into between the City of Manor, a Texas municipal corporation (the "City") and 706 Development Corporation, a Texas corporation (the "Owner"). The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, the City intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "Subject Property");

**WHEREAS**, § 43.0672 of the Tex. Loc. Gov't. Code, requires a written agreement for the provision of services in the area first be entered into between the City and Owner of the Subject Property;

WHEREAS, the City and the Owner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the Subject Property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Property Description.** The legal description of the Subject Property is as set forth in Exhibit "A" attached hereto and incorporated herein.

**Section 2.** Services. The following services will be provided for the Subject Property on the effective date of annexation of the Subject Property:

(a) **General Municipal Services.** Pursuant to the requests of the Owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

(1) Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

(2) Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

(4) Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

(5) Maintenance of parks and playgrounds within the City.

(6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

(7) Maintenance of other City facilities, buildings and service.

(8) Land use regulation as follows:

On the effective date of annexation the Subject Property shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the landowner(s) or authorized city staff. The Developer shall apply for and obtain zoning for the property prior to proceeding with the platting of the property as proposed in the concept plan filed and deemed complete on May 17, 2018. Developer may not obtain approval of preliminary plans until such time as the zoning for the proposed use(s) has been obtained and Developer agrees to develop in compliance with all City ordinances, rules and regulations within the city limits, and zoning approved by the City.

(b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

(1) Water service and maintenance of water facilities as follows:

(A) Inspection of water distribution lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the City upon the City either (i) holding a water certificate of convenience and necessity ("CCN") for the Subject Property or portions thereof in accordance with the terms of this Agreement; or (ii) the City having received other authorization to serve the Subject Property, as authorized by the Texas Water Code. Water service will be provided in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The Subject Property Owner shall construct the internal water lines and be responsible for the costs of line extension and construction of

such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

(2)Wastewater service and maintenance of wastewater service as follows:

(A) Inspection of sewer lines as provided by statutes of the State of Texas.

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property Owner shall construct the internal wastewater lines and be responsible for the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required by City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(3)Maintenance of streets and rights-of-way as appropriate as follows:

(A) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(ii) Routine maintenance as presently performed by the City.

(B) The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways, and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in subsections (3)(A)(i)&(ii) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

(C) The outer boundaries of the Subject Property abut existing roadways. The Owner agrees that no improvements are required on such roadways to service the property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation of the Subject Property: None. Upon development of the Subject Property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties.

Section 3. Owner's Obligations. The Owner covenants and agrees to the following:

(a) The Owner shall not file for approval a subdivision plat, site plan, or related development document with the City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until the City has

obtained authorization to provide retail water service to the Subject Property, as provided under the Texas Water Code.

(b) Owner shall endeavor to, and shall request the utility owner holding the water CCN ("water CCN holder") to, enter into a three-party agreement between Owner, the water CCN holder, and the City regarding the payment made to the water CCN holder for the decertification of the water CCN.

(c) If Owner is unable to obtain from the the water CCN holder agreement to decertification for the Subject Property from the water CCN, and payment therefor, Owner shall file a petition with the Public Utility Commission ("PUC") for decertification.

(d) If the PUC does not grant Owner's petition for decertification of the Subject Property from the water CCN, then Owner shall pay all costs associated with the City obtaining the decertification of the Subject Property from the water CCN, or other authorization to provide retail water service to the Subject Property.

**Section 4. Term.** The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

**Section 5. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

**Section 7. Covenant Running with the Land.** This Agreement shall run with the Subject Property, and this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

**Section 8. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 10. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

Entered into this 17th day of October .2018.

> CITY: THE CITY OF MANOR, a Texas municipal corporation

Rita Jonse, Mayor

**OWNER:** 706 DEVELOPMENT CORPORATION, a Texas corporation

Andre Jeter A. Dwyer, President 10/2/2018 By:

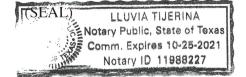
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STATE OF TEXAS §

#### COUNTY OF TRAVIS §

**BEFORE ME** the undersigned authority on this day personally appeared Rita Jonse, Mayor of the City of Manor, Texas, a home rule municipality, and acknowledged that she is fully authorized to execute the foregoing document on behalf of the City, and that she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_day of Uclobu2018.



Notary Public-State of Texas

#### THE STATE OF TEXAS §

#### COUNTY OF TRAVIS §

**BEFORE ME** the undersigned authority on this day personally appeared Peter A. Dwyer, President of 706 Development Corporation, a Texas corporation, and acknowledged that he is fully authorized to execute the foregoing document on behalf of the corporation, and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

day of Oct 2018. GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the



Notary Public-State of Texas

#### **AFTER RECORDING RETURN TO:**

City of Manor Attn: City Secretary 105 East Eggleston Street Manor, TX 78653

#### EXHBIT "A"

Legal Description of Subject Property

**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.

#### LEGAL DESCRIPTION 24.001 ACRES OF LAND

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THENCE, Southwesterly, along the common boundary line of said 13.34 acre tract, the easterly right of way line of F.M. 973, and the arc of a curve to left having a radius of 5679.58 feet, a central angle 01° 24' 51", an arc length of 140.19 feet and chord bearing: S 10° 18' 42" W, 140.19 feet, to the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the easterly right of way line of F.M. 973 and along the said 13.34 acre tract, and into said 675.6978 acre tract, the following courses:

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An el. Mosier

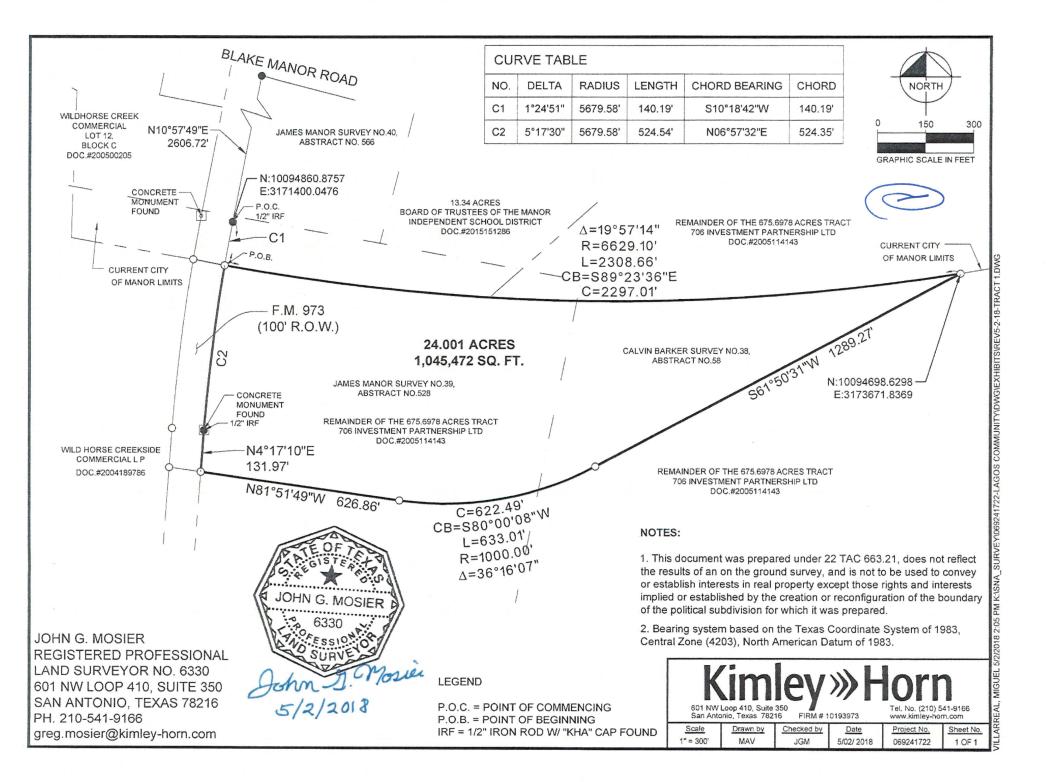
John G. Mosier Registered Professional Land Surveyor No. 6330 Kimley-Horn and Associates, Inc., 601 NW Loop 410, Suite 350 San Antonio, Texas 78216, Ph. 210-541-9166 greg.mosier@kimley-horn.com TBPLS Firm No. 10193973

Signature Date: 5/2/2018



Lagos Manor - Annexation Option 1 – 24.001 Acres May 2, 2018 - Page 1 of 1





### FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

and De Beaurois

Nov 13, 2018 01:30 PM MACEDOS: \$66.00

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2018176983

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.

> > ,