



RITA G. JONSE, MAYOR
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1
MARIA AMEZCUA, PLACE 2
ANNE WEIR, PLACE 3
ZINDIA PIERSON, PLACE 4
DEJA HILL, PLACE 5
TODD SHANER, PLACE 6

**CITY COUNCIL
CALLED SPECIAL SESSION
AGENDA**

THURSDAY, NOVEMBER 30, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.

REGULAR AGENDA

- | | |
|--|---------------------------------------|
| 1. Consideration, discussion, and possible action on the second and final reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area. | Scott Dunlop,
Planning Coordinator |
| 2. Consideration, discussion, and possible action on entering into development agreements under Texas Local Government Code sections 212.172 and 43.035 | Scott Dunlop,
Planning Coordinator |

ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Manor reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Wednesday, November 22, 2017, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Lluvia Tijerina
City Secretary for the City of Manor, Texas

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail ltijerina@cityofmanor.org.



AGENDA ITEM NO. 1

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 30, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the second and final reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

BACKGROUND/SUMMARY:

This is the last round of annexations allowed under the previous state law. This ordinance will bring 311.75 acres into the city limits.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Ordinance 498

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the second and final reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

ORDINANCE NO. 498

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING LAND LOCATED IN TRAVIS COUNTY, TEXAS THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the City of Manor, Texas (“the City”) is home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

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

WHEREAS; two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063 of the *Tex. Loc. Gov’t. Code*;

WHEREAS; notice of the public hearing was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than (10) days prior to the public hearings;

WHEREAS; the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B”;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

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 land described in Exhibit “A” (hereinafter referred to as the “Annexed Property”) is hereby annexed into the corporate limits of the City of Manor.

Section 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

Section 4. 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 Service Plan 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.

Section 5. 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.

Section 6. That the Annexed Property shall be temporarily zoned District “A” as provided in the City Zoning Ordinance, until permanent zoning is established therefore.

Section 7. 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*.

PASSED AND APPROVED on First Reading the 29th day of November 2017

PASSED AND APPROVED on Second and Final Reading this the 30th day of November 2017

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary

EXHIBIT “A”

Property description:

Tract 1: Development Agreement

Tract 2: (+/- 5.22 Ac.)

Tract 3: (+/- 8.35 Ac.)

Tract 4: (+/- 8.17 Ac.)

Tract 5: (+/- 21.01 Ac.)

Tract 6: (+/- 10.06 Ac.)

Tract 7: Development Agreement

Tract 8: Development Agreement

Tract 9: (+/- 15.12 Ac.)

Tract 10: Development Agreement

Tract 11: (+/- 1.00 Ac.)

Tract 12: (+/- 10.08 Ac.)

Tract 13: (+/- 10.05 Ac.)

Tract 14: (+/- 10.67 Ac.)

Tract 15: (+/- 9.98 Ac.)

Tract 16: (+/- 10.05 Ac.)

Tract 17: (+/- 0.13 Ac.)

Tract 18: (+/- 7.60 Ac.)

Tract 19: (+/- 2.34 Ac.)

Tract 20: Development Agreement

Tract 21: Development Agreement

Tract 22: (+/- 79.56 Ac.)

Tract 23: (+/- 0.97 Ac.)

Tract 24: (+/- 2.75 Ac.)

Tract 25: (+/- 0.99 Ac.)

Tract 26: (+/- 22.79 Ac.)

Tract 27: Removed

Tract 28: (+/- 22.70 Ac.)

Tract 29: Development Agreement

Tract 30: Development Agreement

Tract 31: Development Agreement

Tract 32: (+/- 0.33 Ac.)

Tract 33: (+/- 0.60 Ac.)

Tract 34: (+/- 0.74 Ac.)

Tract 35: (+/- 0.95 Ac.)

Tract 36: (+/- 38.66 Ac.)

Tract 37: (+/- 0.29 Ac.)

Tract 38: (+/- 0.98 Ac.)

Tract 39: (+/- 10.06 Ac.)

Total: 312.20

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-1-5-ANNEX-EXH_11-08-17.DWG

GERALDINE &
EDWARD WOLF

JOHNSON RD.

TR. 2
5.22 AC.

TURNING POINT FELLOWSHIP CHURCH
PID# 248049

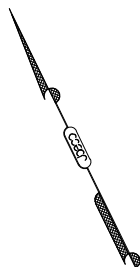
P.O.B.



HUE LAM BUDDHIST CENTER INC



GREGG LN.



SCALE : 1" = 200'



Jey Engineering Company, Inc.
P.O. Box 1220
Lubbock, Texas 79406-1220
Tel: (806) 255-3852 Fax: (806) 255-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 2

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/09/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-1-5-ANNEX-EXH_11-08-17.DWG



GERALDINE &
EDWARD WOLF

JOHNSON RD

TURNING POINT
FELLOWSHIP CHURCH

TR. 3
8.35 AC.

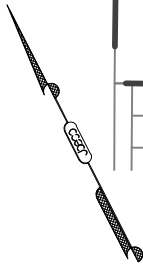
HUE LAM BUDDHIST
CENTER INC
PID# 248050



P.O.B. ROBERT JOE BURATTI

CONTINENTAL HOMES
OF TEXAS LP

GREGG LN.



SCALE: 1" = 300'



Jey Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78646-1220
Tel: (512) 258-3882 Fax: (512) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 3

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/09/17	VDI	100-900-10	1 Of 1



GERALDINE &
EDWARD WOLF

JOHNSON RD.

HUE LAM BUDDHIST CENTER INC

TR. 4
8.17 AC.

ROBERT JOE
BURATTI
PID# 248041



P.O.B.

WILSON MARY REVOCABLE TRUST

GREGG LN.

CONTINENTAL HOMES
OF TEXAS LP

SCALE: 1" = 300'



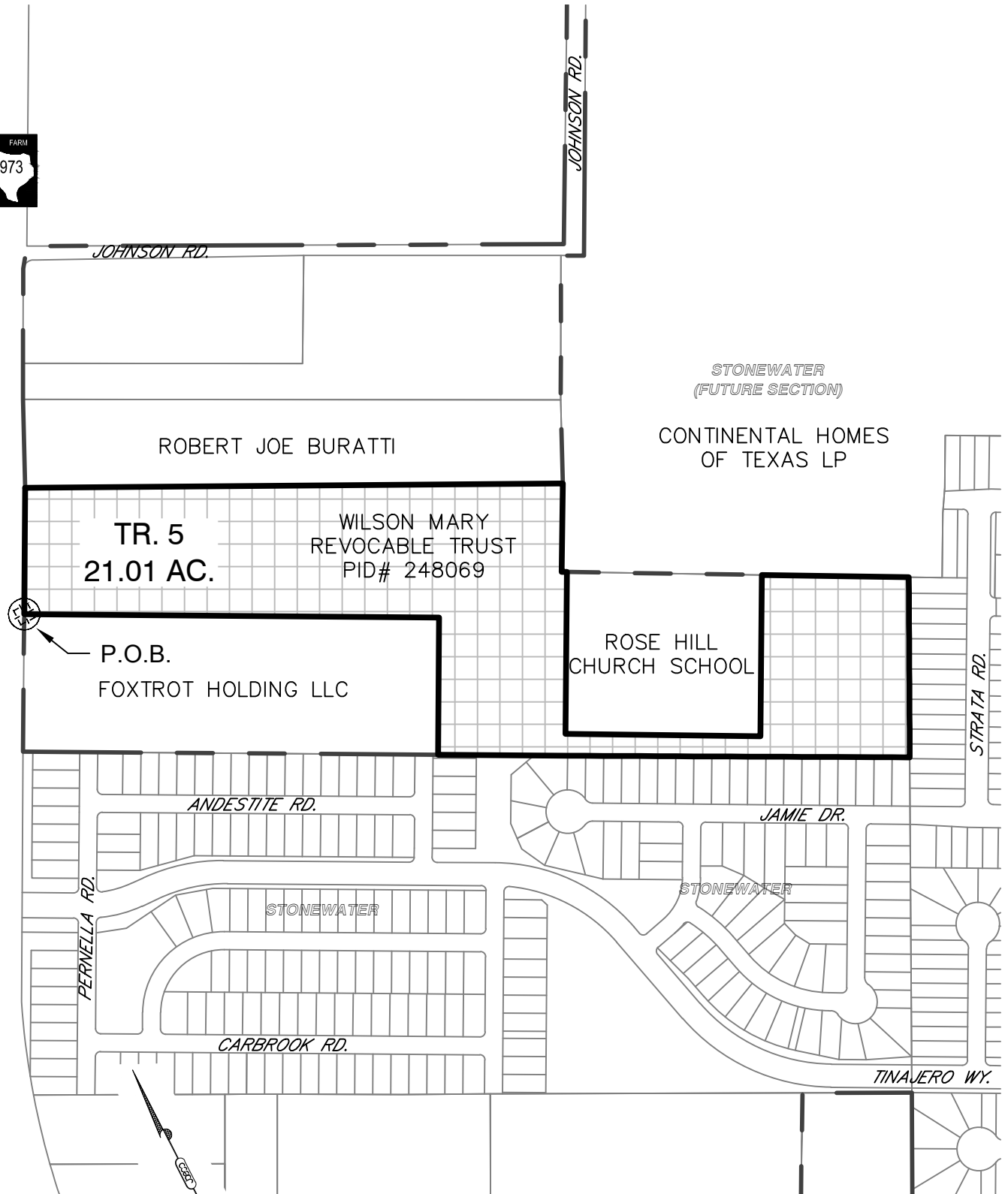
Jeco Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79646-1220
Tel: (817) 258-3882 Fax: (817) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 4

ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/09/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-1-5-ANNEX-EXH_11-08-17.DWG



SCALE: 1" = 400'



Jey Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79646-1220
Tel: (817) 258-3882 Fax: (817) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 5

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/09/17	VDI	100-900-10	1 Of 1



GREGG LN.

WILSON MARY REVOCABLE TRUST

TR. 6
10.06 AC.

FOXTROT HOLDING LLC
PID# 748105

P.O.B.



ANDESTITE RD.

TINAJERO WY.

STONEWATER

PERNELLA RD.

CARBROOK RD.

SCALE: 1" = 300'



Jey Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78646-1220
Tel: (512) 258-3857 Fax: (512) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 6

ENGINEER	DATE	DRAWN BY.	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/09/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-6-10-ANNEX-EXH_11-08-17.DWG

PRESIDENTIAL HEIGHTS
(FUTURE SECTION)

WEST ELGIN
DEVELOPMENT CORP.

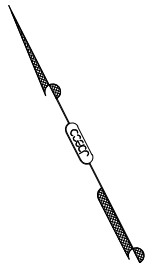
TR. 9
15.12 AC.

JR PERRY
PID# 248046

P.O.B.

TOWER RD.

BOIS D'ARC LN.



SCALE: 1" = 200'



Jeco Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79646-1220
Tel: (817) 258-3882 Fax: (817) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 9

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/09/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-11-15-ANNEX-EXH_11-08-17.DWG

TERRELL TIMMERMANN

CLIDE R.
NICHOLS

P.O.B.

TR. 11
1.00 AC.

CLIDE R. NICHOLS
PID# 477393



SHADOWGLEN

COTTONWOOD
HOLDINGS LTD

PECANGATE WY.

SCALE: 1" = 100'



Jeco Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79646-1220
Tel: (817) 258-3867 Fax: (817) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 11

ENGINEER
FRANK T. PHELAN, P.E.

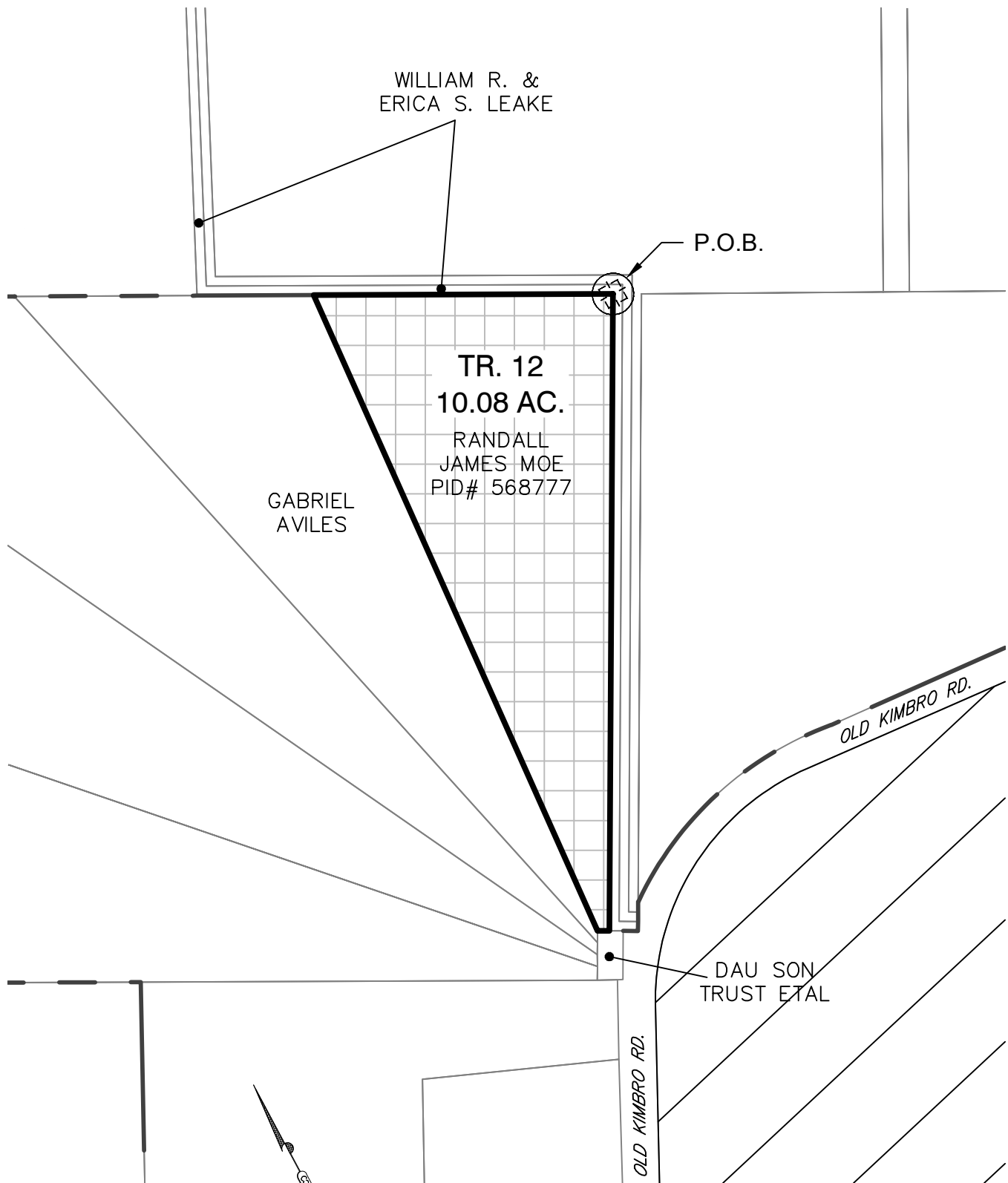
DATE
11/10/17


DRAWN BY
VDI

PROJECT NO.
100-900-10

DRAWING NO.
1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-11-15-ANNEX-EXH_11-08-17.DWG



 <div>Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79646-1220 Tel: (817) 258-3852 Fax: (817) 258-8016 Texas Registered Engineering Firm F-4780</div>	CITY OF MANOR TRACT 12			
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/10/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-11-15-ANNEX-EXH_11-08-17.DWG

SKY VILLAGE
KIMBRO ESTATES LLC

WILLIAM R. &
ERICA S. LEAKE

TR. 13
10.05 AC.

P.O.B.

GABRIEL AVILES
PID# 704712

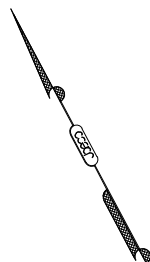
DANIEL
PEREZ

RANDALL
JAMES MOE

KIMBRO ESTATES LLC

DAU SON
TRUST ETAL

OLD KIMBRO RD.



SCALE: 1" = 300'

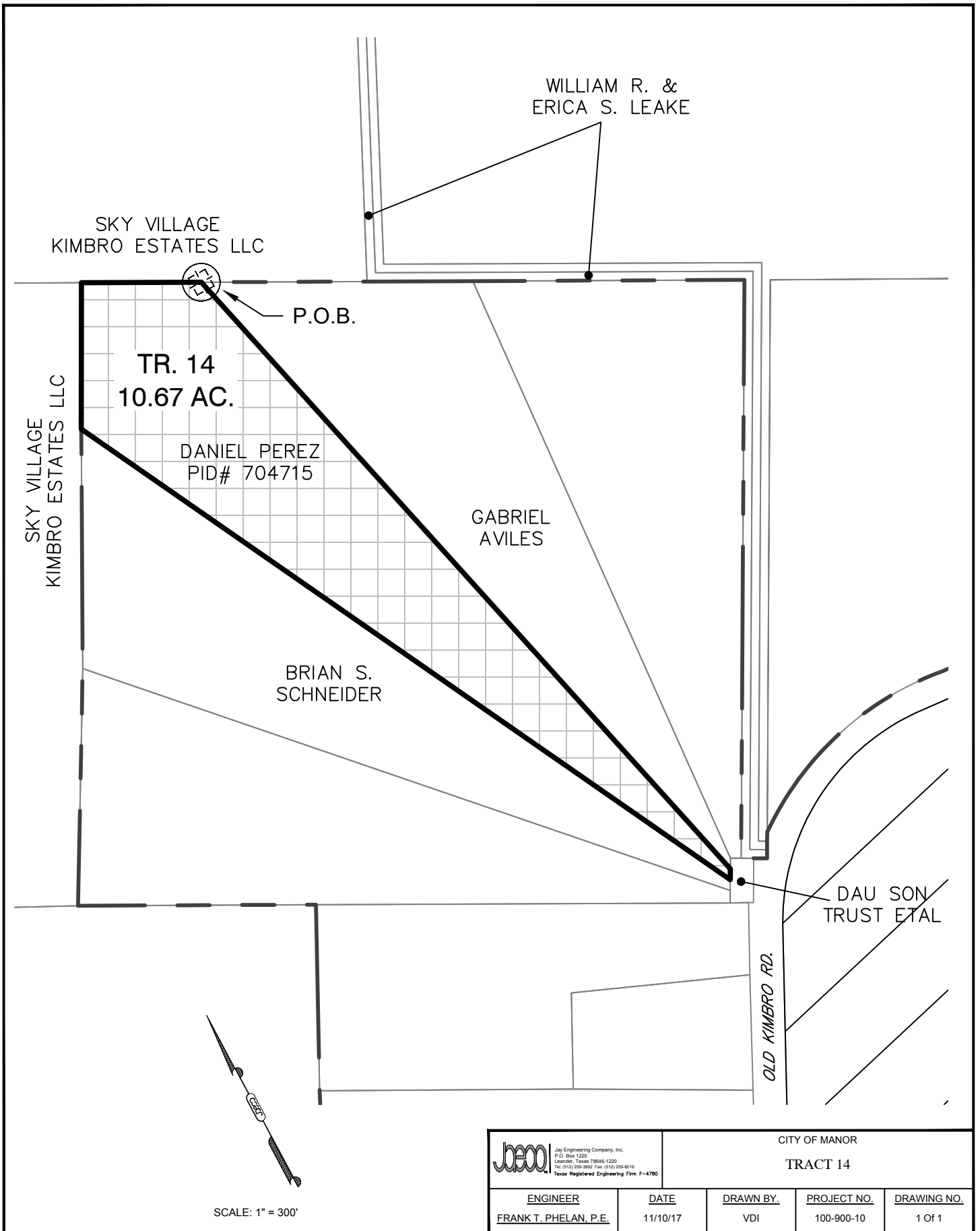
jecc
Joy Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 255-3852 Fax: (512) 255-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

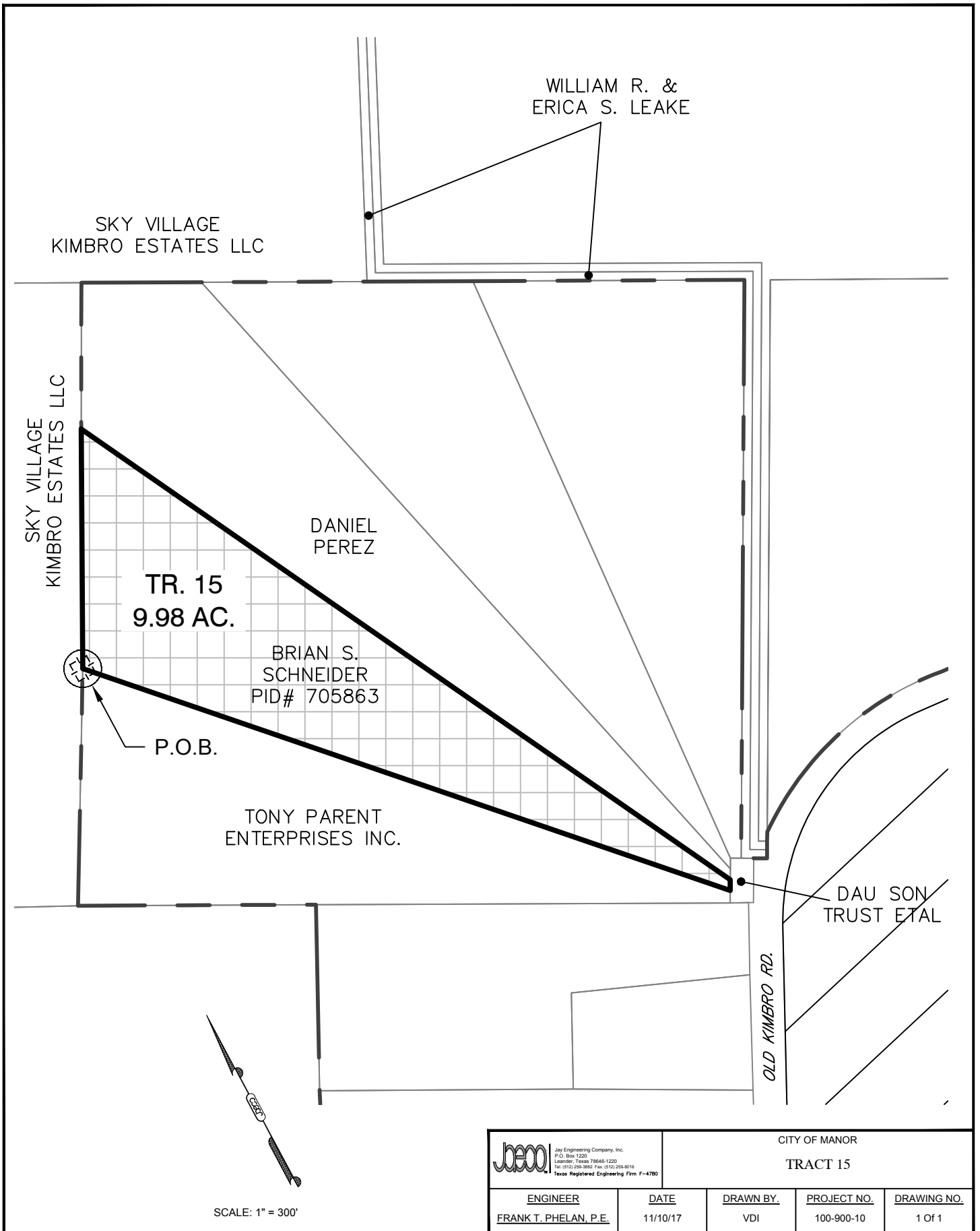
TRACT 13

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/10/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-11-15-ANNEX-EXH_11-08-17.DWG



D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-11-15-ANNEX-EXH_11-08-17.DWG



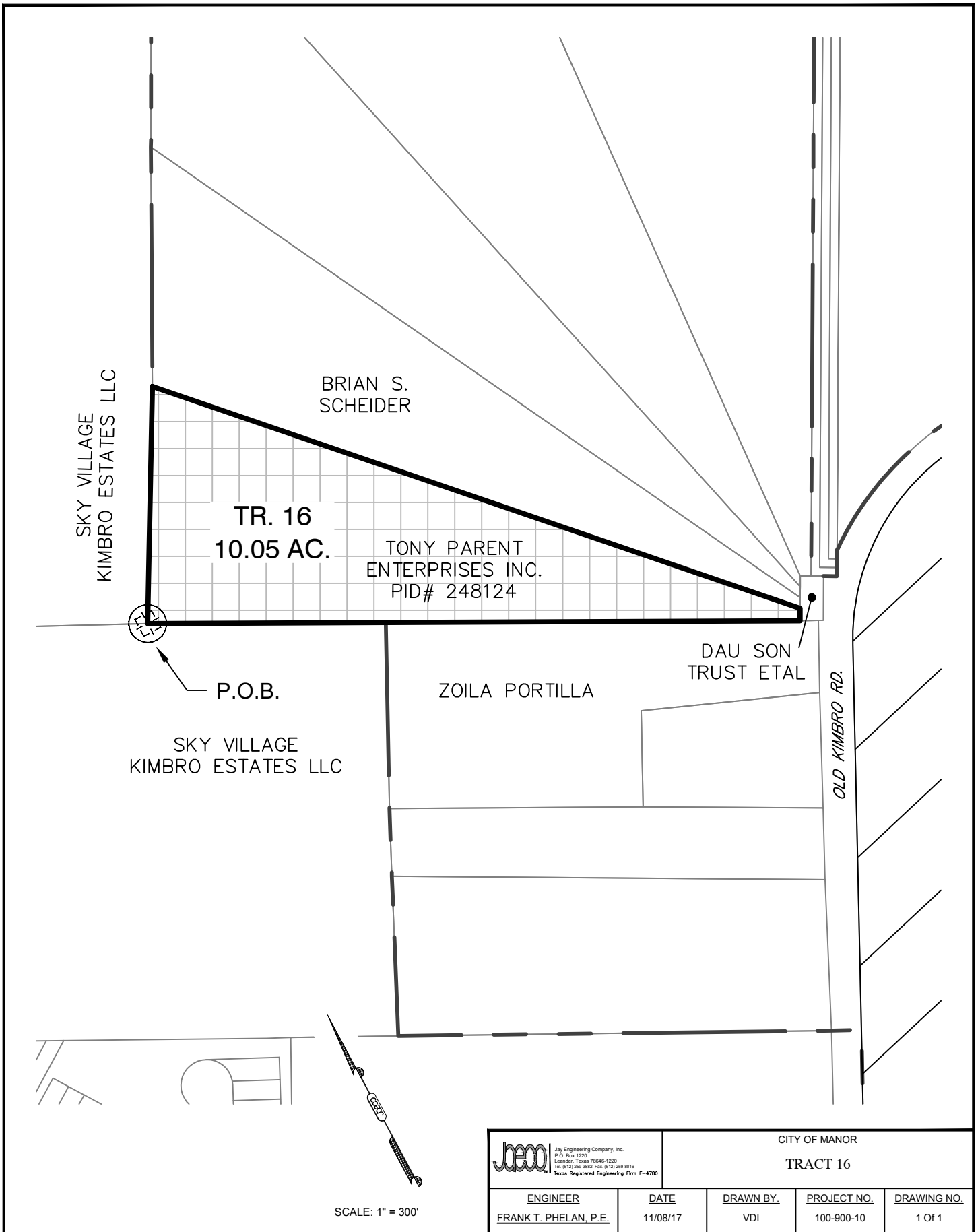
Jey Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78646-1220
Tel: (512) 258-3852 Fax: (512) 258-8016
Texas Registered Engineering Firm F-4780


CITY OF MANOR

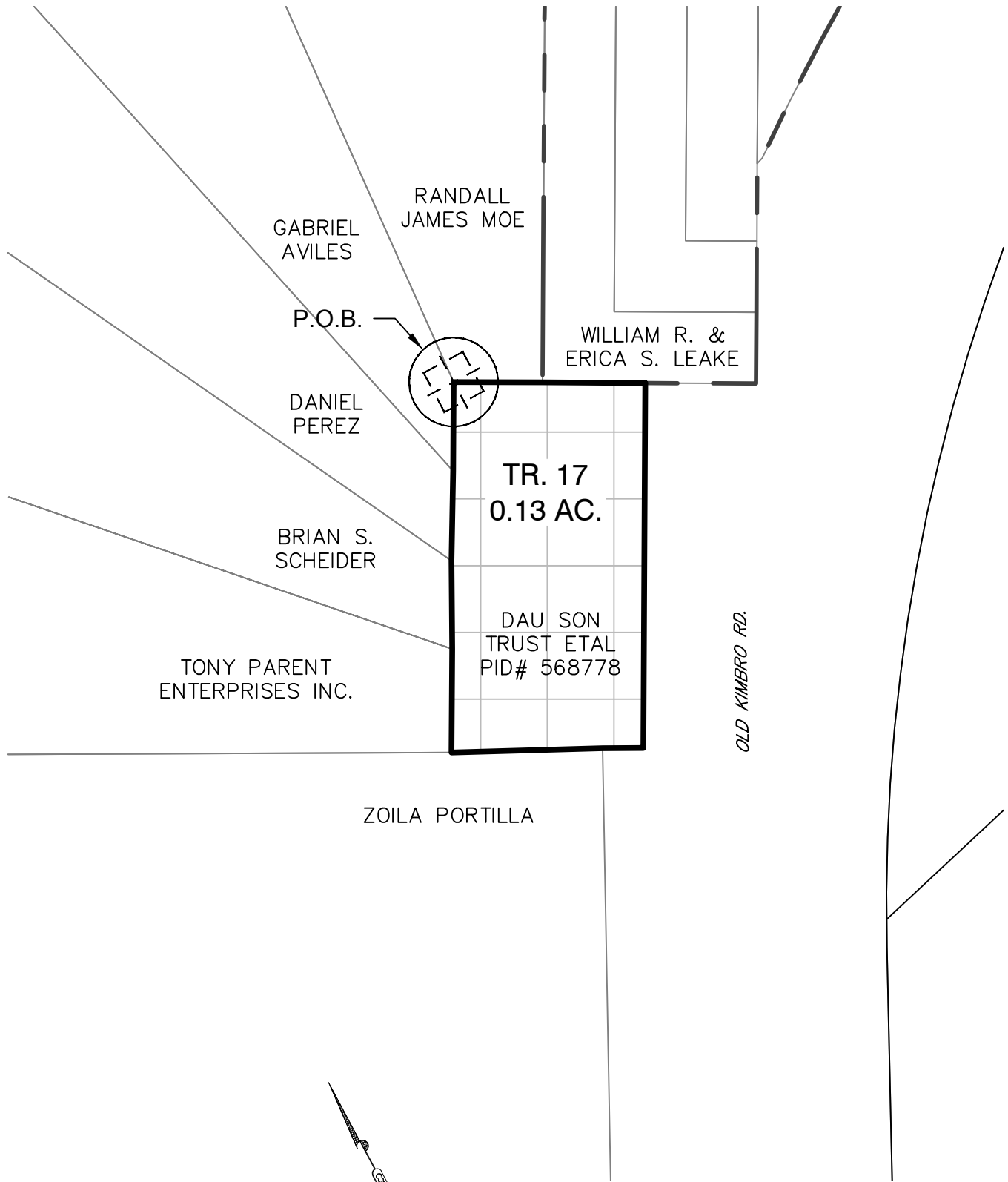
TRACT 15

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/10/17	VDI	100-900-10	1 Of 1


D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-16-20-ANNEX-EXH_11-08-17.DWG

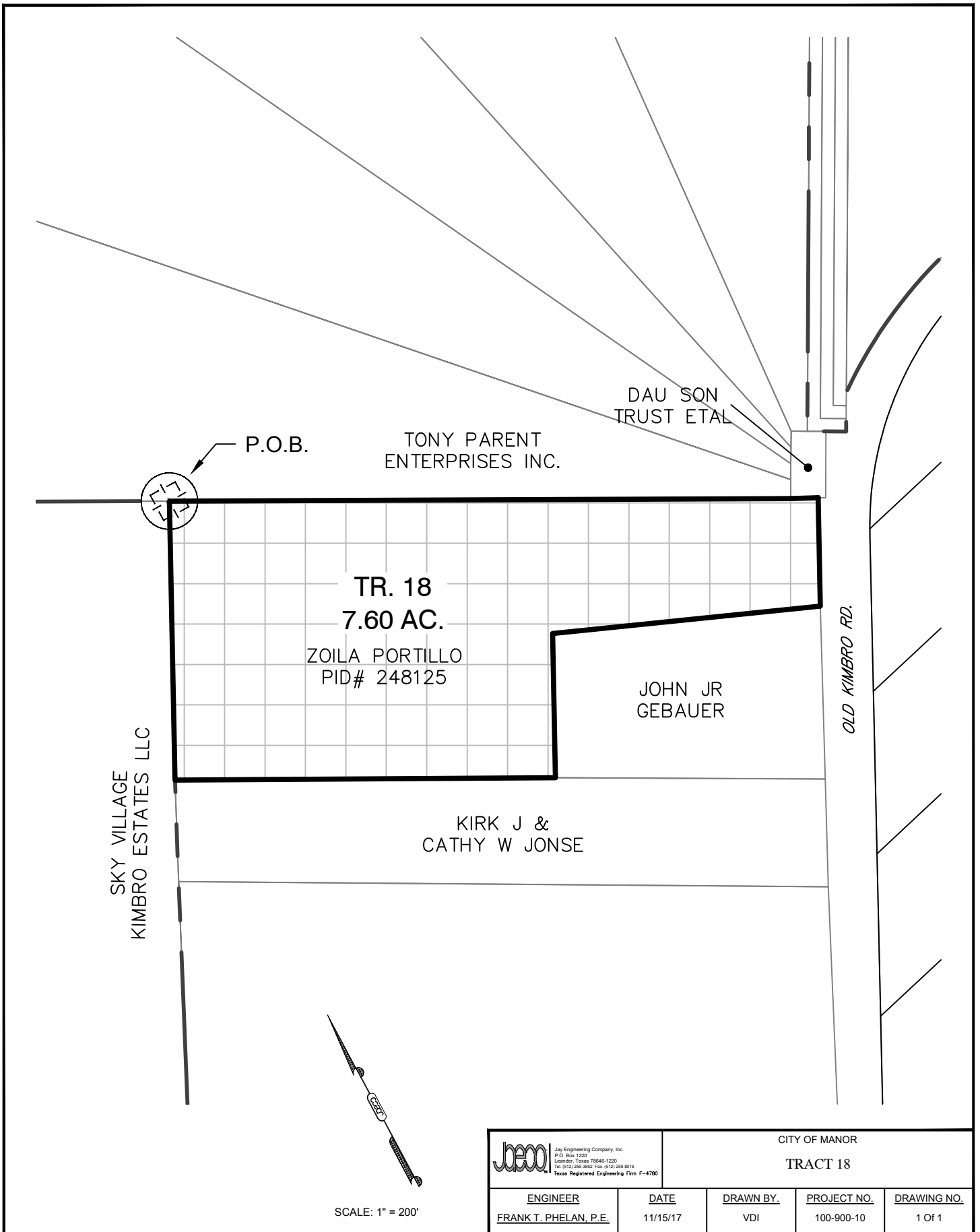



 <div>Jay Engineering Company, Inc. P.O. Box 1220 Lander, Texas 78646-1220 Tel: (512) 258-3885 Fax: (512) 258-8016 Texas Registered Engineering Firm F-4780</div>	CITY OF MANOR TRACT 16			
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/08/17	VDI	100-900-10	1 Of 1

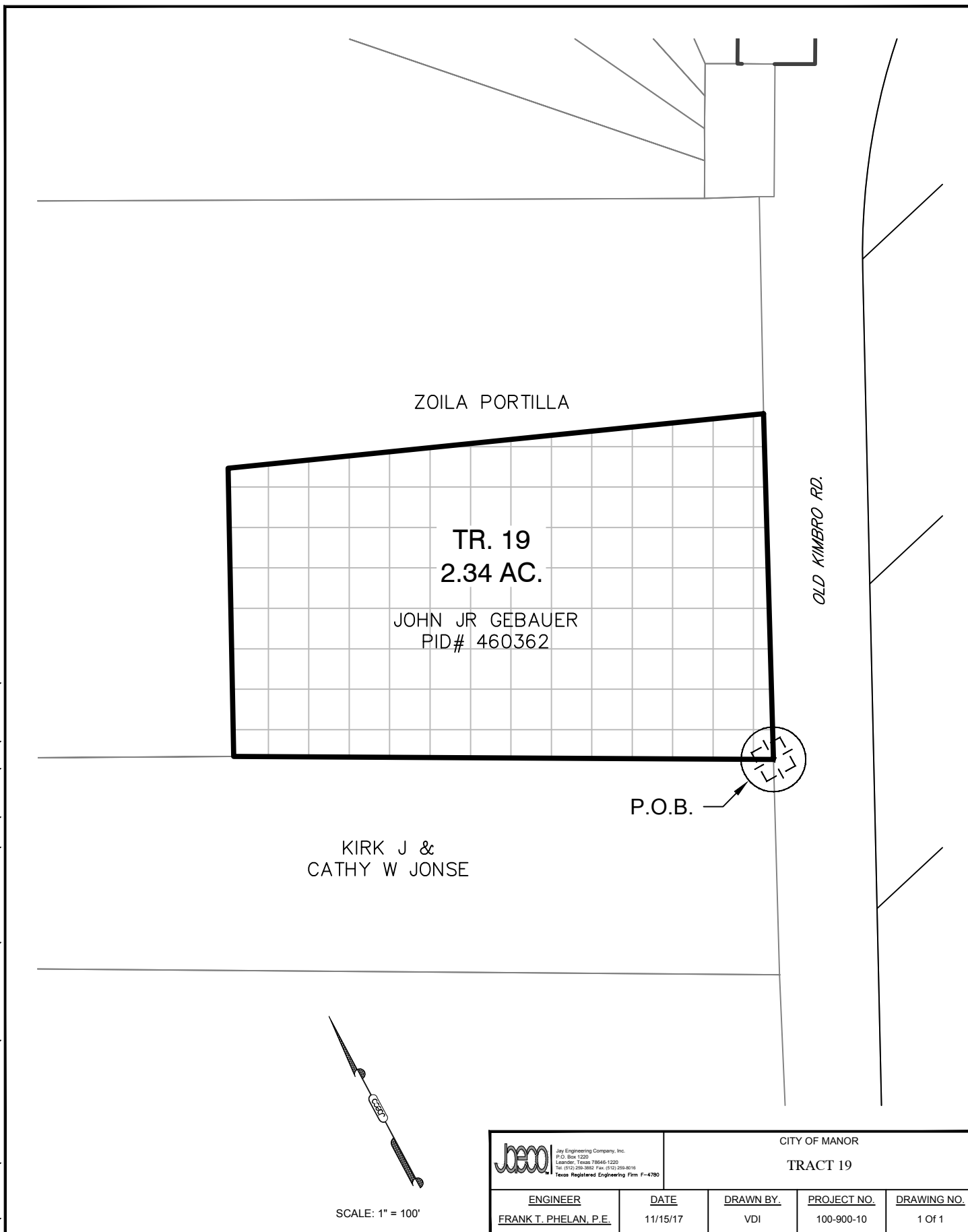


SCALE: 1" = 40'

 Jeco Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 255-3855 Fax: (512) 255-8016 Texas Registered Engineering Firm F-4780					CITY OF MANOR	
					TRACT 17	
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.		
FRANK T. PHELAN, P.E.	11/15/17	VDI	100-900-10	1 Of 1		



 Jeco Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 255-3853 Fax: (512) 255-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR			
		TRACT 18			
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.	
FRANK T. PHELAN, P.E.	11/15/17	VDI	100-900-10	1 Of 1	



D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-21-25-ANNEX-EXH_11-08-17.DWG

P.O.B.

TIFFANY BRICK
CO LP

TIFFANY BRICK
CO LP

KIMBRO ROAD ESTATES LP

TR. 22
79.26 AC.

DON RAY SWENSON
PID# 248119

MINISTRY OF CHALLENGE
PID# 883341

DON RAY
SWENSON

OLD KIMBRO RD.



SCALE: 1" = 400'

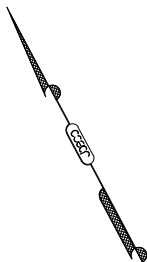


Jeco Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79646-1220
Tel: (817) 258-3865 Fax: (817) 258-8016
Texas Registered Engineering Firm F-4780

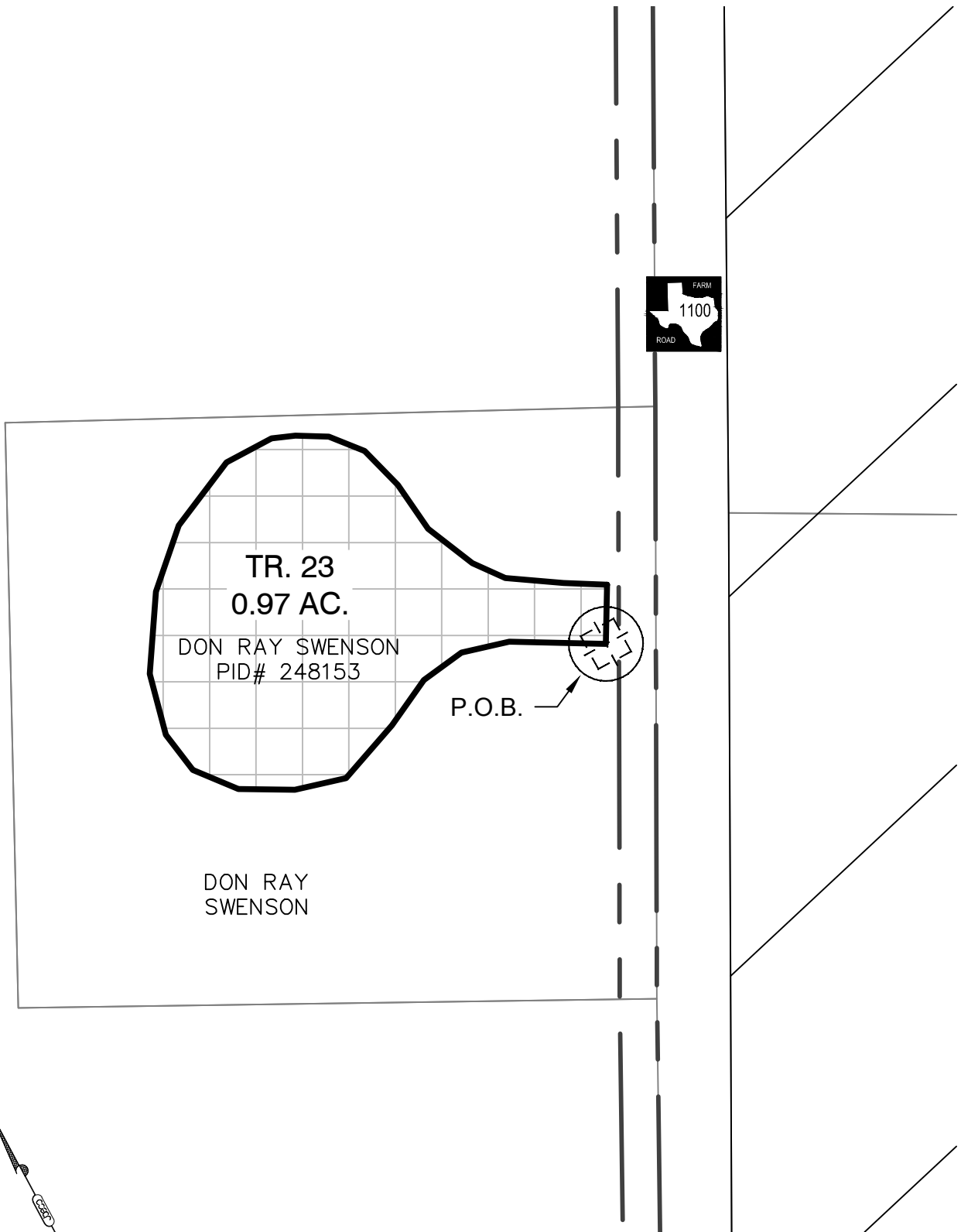
CITY OF MANOR

TRACT 22

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/15/17	VDI	100-900-10	1 Of 1



SCALE: 1" = 100'



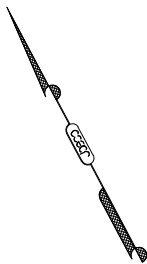
Jey Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79646-1220
Tel: (817) 258-3882 Fax: (817) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

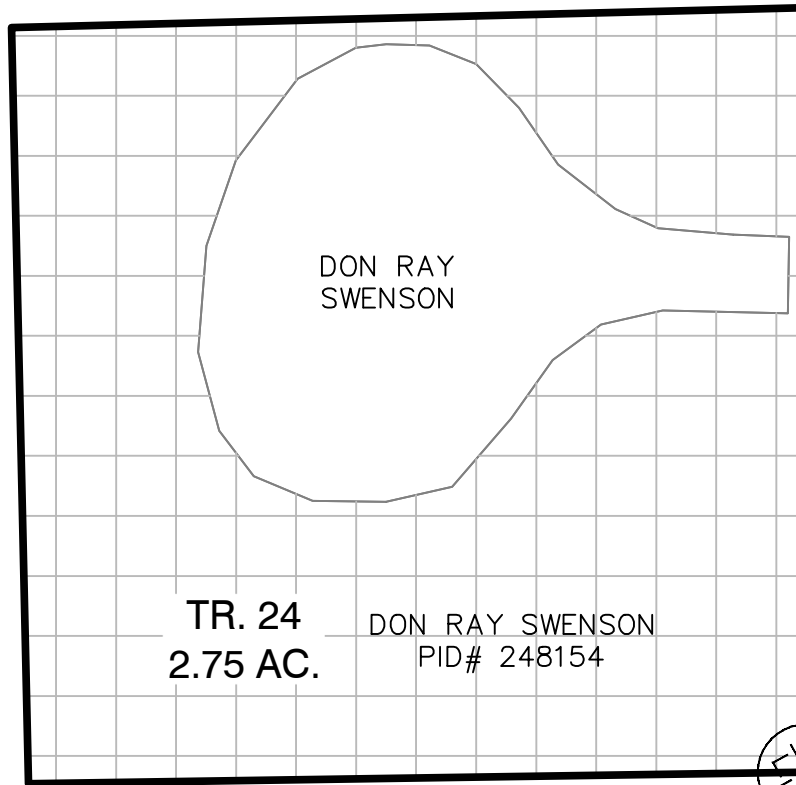
TRACT 23

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/15/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-21-25-ANNEX-EXH_11-08-17.DWG




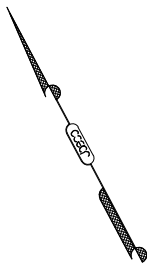
SCALE: 1" = 100'



P.O.B.



 <div>Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79646-1220 Tel: (817) 258-3882 Fax: (817) 258-8016 Texas Registered Engineering Firm F-4780</div>	CITY OF MANOR TRACT 24			
ENGINEER FRANK T. PHELAN, P.E.	DATE 11/15/17	DRAWN BY VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1



SCALE: 1" = 100'

DON RAY
SWENSON

TR. 25
0.99 AC.

DON RAY SWENSON
PID# 248118

DON RAY
SWENSON

P.O.B.



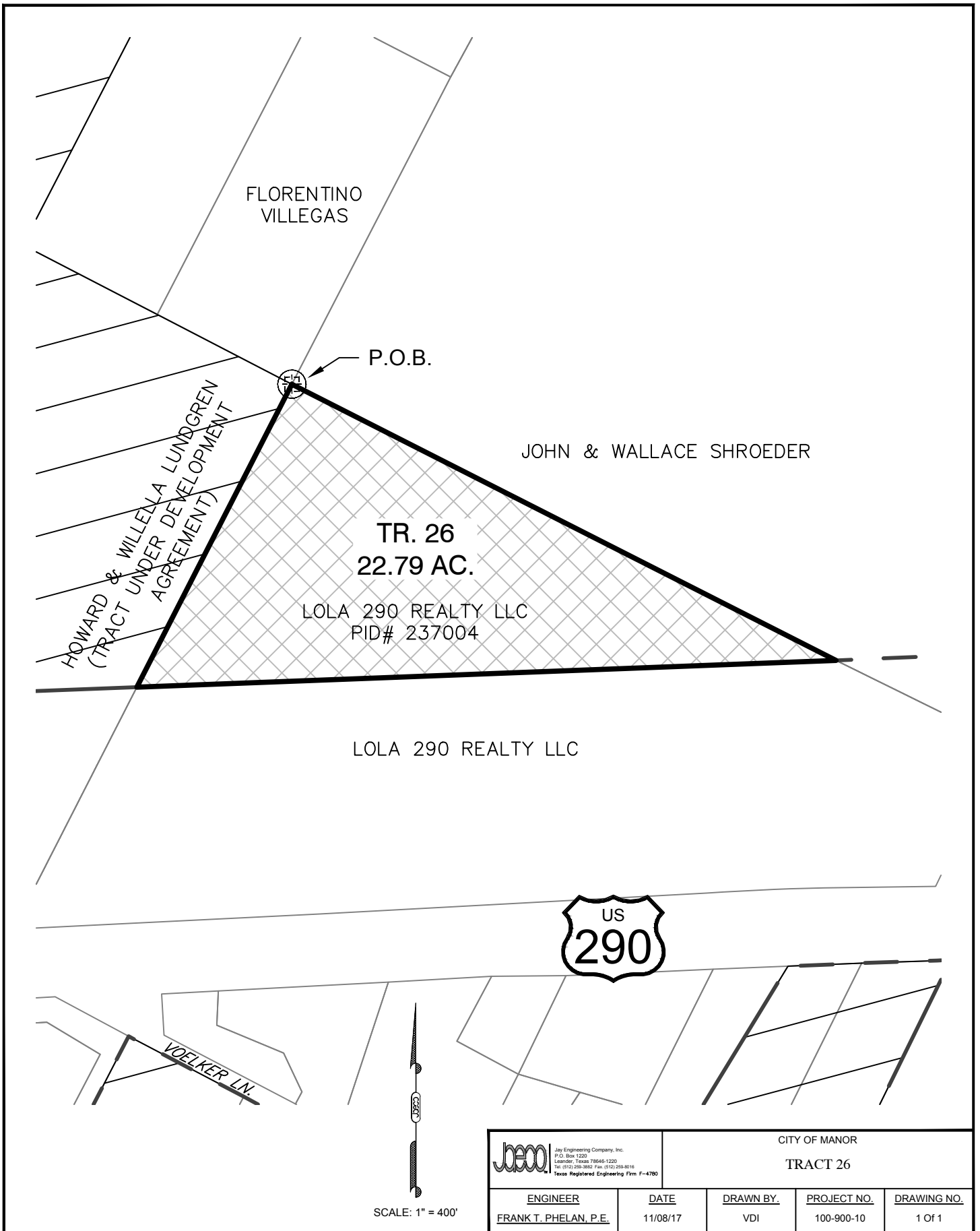
Jeco Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78646-1220
Tel: (512) 258-3882 Fax: (512) 258-8018
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 25

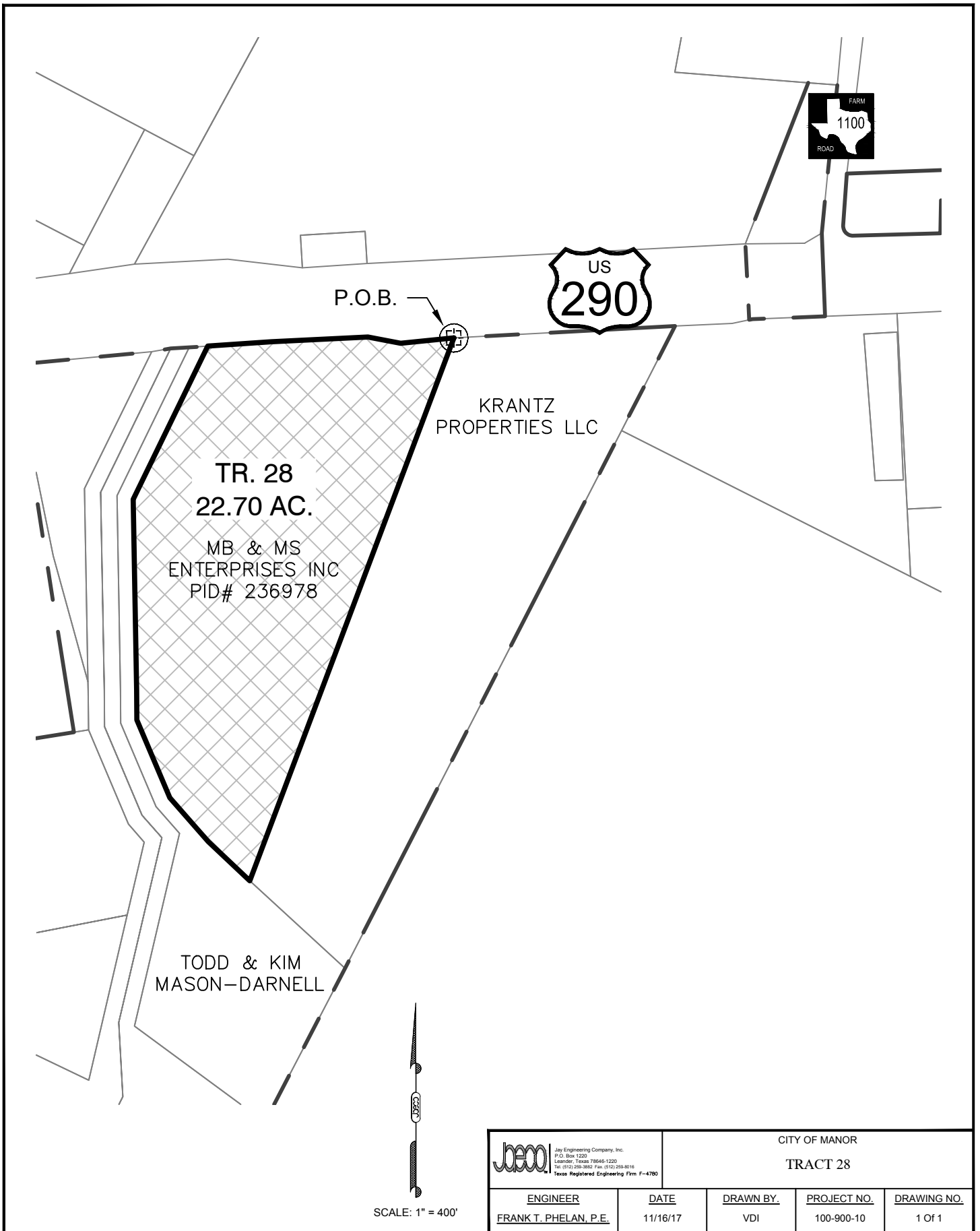
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/15/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-26-30-ANNEX-EXH_11-08-17.DWG



JOE Joy Engineering Company, Inc. P.O. Box 1220 Llano, Texas 78646-1220 Tel: (817) 258-3857 Fax: (817) 258-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 26			
ENGINEER FRANK T. PHELAN, P.E.	DATE 11/08/17	DRAWN BY VDI	PROJECT NO. 100-900-10	DRAWING NO. 1 Of 1	

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-26-30-ANNEX-EXH_11-08-17.DWG



D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-31-35-ANNEX-EXH_11-08-17.DWG

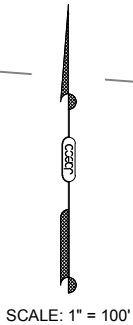
TR. 32
0.33 AC.
RICKY LANE &
LESLIE ANN EARLY
PID# 526053



P.O.B.

RICKY LANE &
LESLIE ANN EARLY

OLD TX 20



CITY OF MANOR

TRACT 32

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/16/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-31-35-ANNEX-EXH_11-08-17.DWG



P.O.B.

RICKY LANE &
LESLIE ANN EARLY

GREENVIEW
DEVELOPMENT 973 LP

TR. 33
0.60 AC.

RICKY LANE &
LESLIE ANN EARLY
PID# 526052

GREENVIEW
DEVELOPMENT 973 LP

SALS BABBU
INVESTMENTS LLC

OLD TX 20

SCALE: 1" = 100'



Jeco Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78646-1220
Tel: (512) 258-3852 Fax: (512) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 33

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/16/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-31-35-ANNEX-EXH_11-08-17.DWG



GREENVIEW
DEVELOPMENT 973 LP

RICKY LANE &
LESLIE ANN EARLY

P.O.B.

TR. 34
0.74 AC.
GREENVIEW
DEVELOPMENT 973 LP
PID# 526073

SALS BABBU
INVESTMENTS LLC

OLD TX 20

SCALE: 1" = 100'



Jeco Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 79646-1220
Tel: (817) 258-3885 Fax: (817) 258-8016
Texas Registered Engineering Firm F-4780

CITY OF MANOR

TRACT 34

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/16/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-31-35-ANNEX-EXH_11-08-17.DWG



GREENVIEW
DEVELOPMENT 973 LP

RICKY LANE &
LESLIE ANN EARLY

P.O.B.

GREENVIEW
DEVELOPMENT 973 LP

TR. 35
0.95 AC.

SALS BABBU
INVESTMENTS LLC
PID# 526051

OLD TX 20



SCALE: 1" = 100'



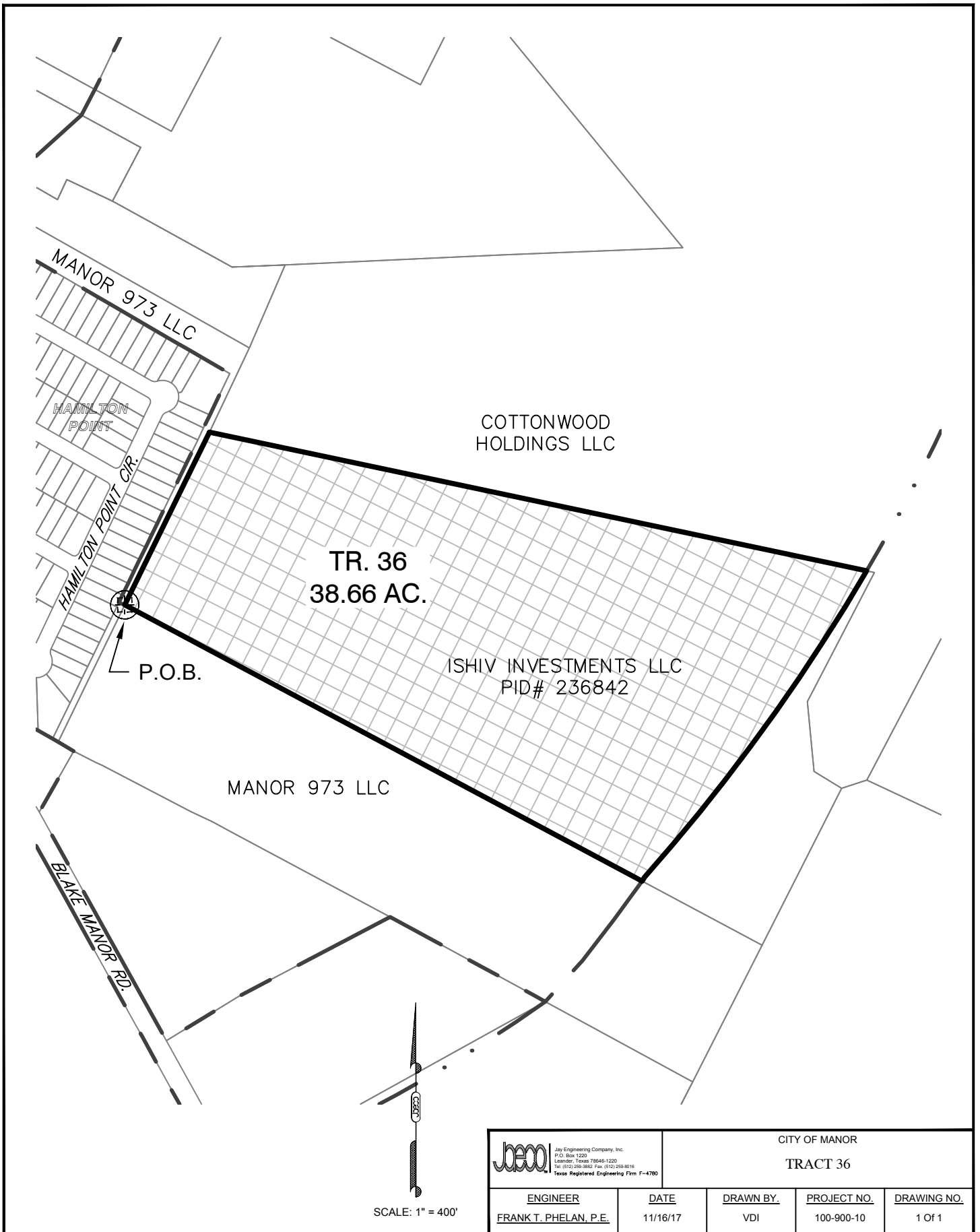
Jey Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78646-1220
Tel: (512) 258-3865 Fax: (512) 258-8016
Texas Registered Engineering Firm F-4780


CITY OF MANOR

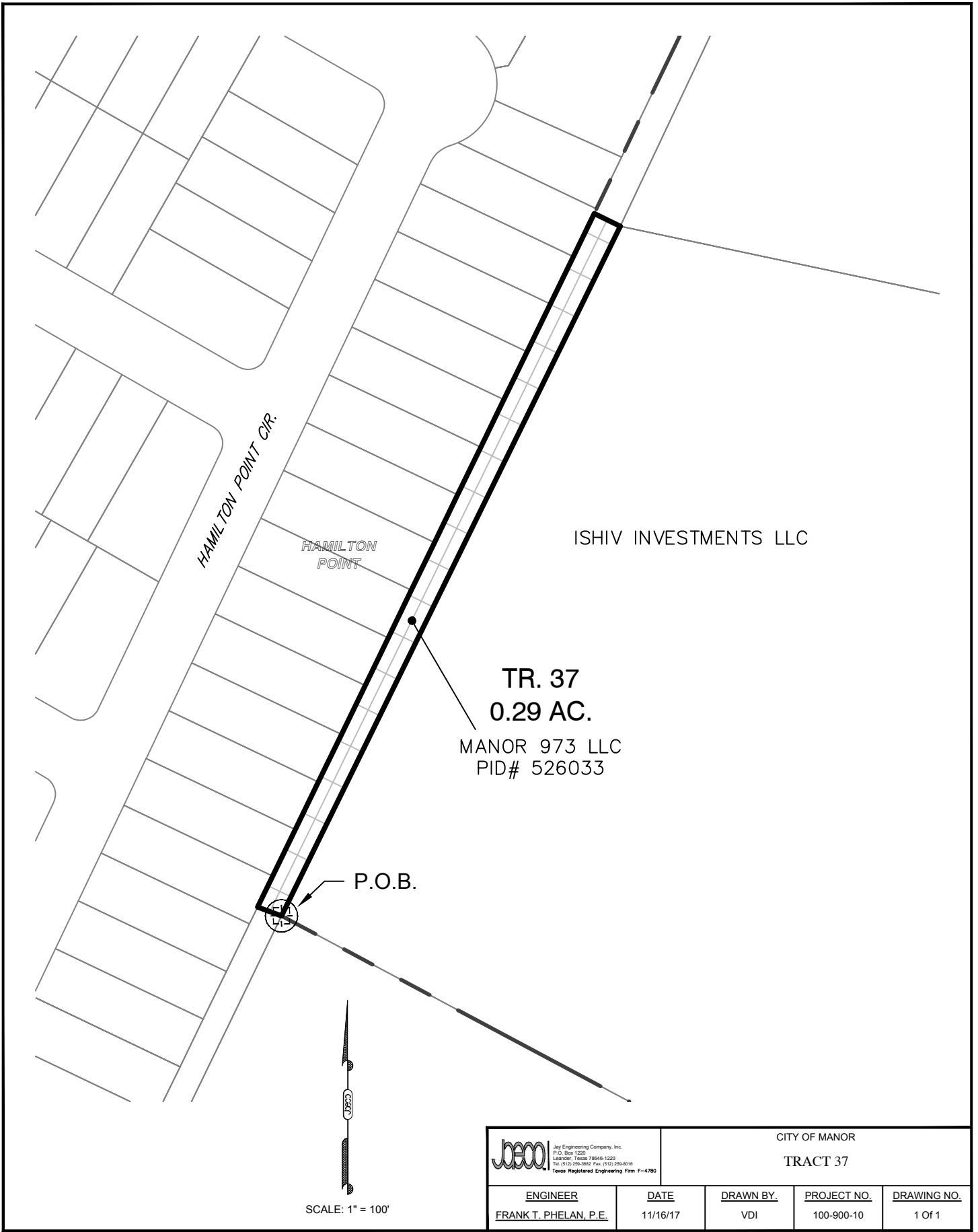
TRACT 35

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/16/17	VDI	100-900-10	1 Of 1

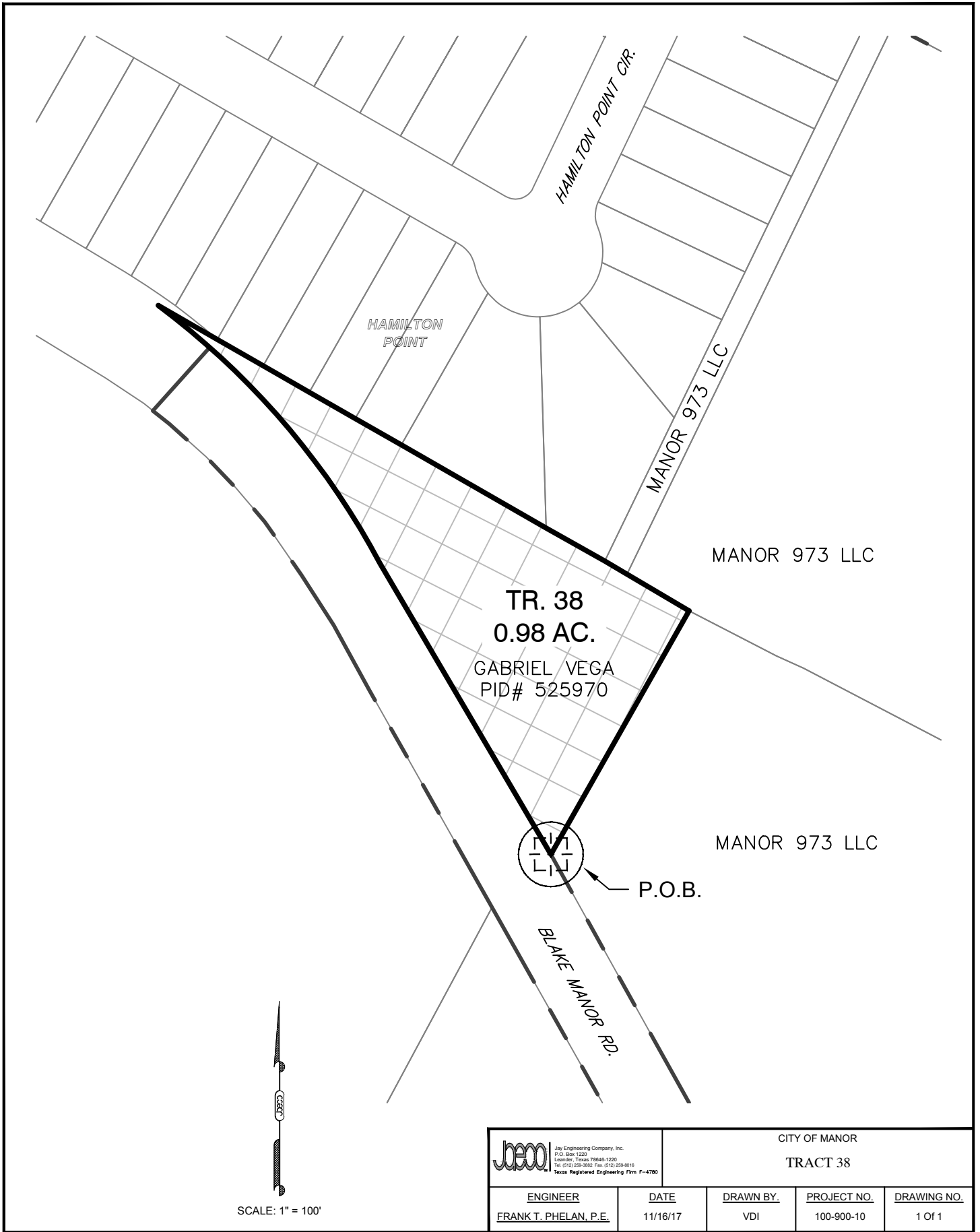
D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-36-38-ANNEX-EXH_11-16-17.DWG




 <div>Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 79646-1220 Tel: (817) 258-3852 Fax: (817) 258-8016 Texas Registered Engineering Firm F-4780</div>	CITY OF MANOR TRACT 36			
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/16/17	VDI	100-900-10	1 Of 1



D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-36-39-ANNEX-EXH_11-16-17.DWG



 Jeco Engineering Company, Inc. P.O. Box 1220 Lander, Texas 78646-1220 Tel: (512) 258-3852 Fax: (512) 258-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR TRACT 38		
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11/16/17	VDI	100-900-10	1 Of 1

D:\PROJECTS\100 - CITY OF MANOR\100-900-10 MISC\MAPS & EXHIBITS\2017\EXHIBITS\DWG\NOVEMBER\J-100-900-10_TRACTS-36-39-ANNEX-EXH_11-16-17.DWG

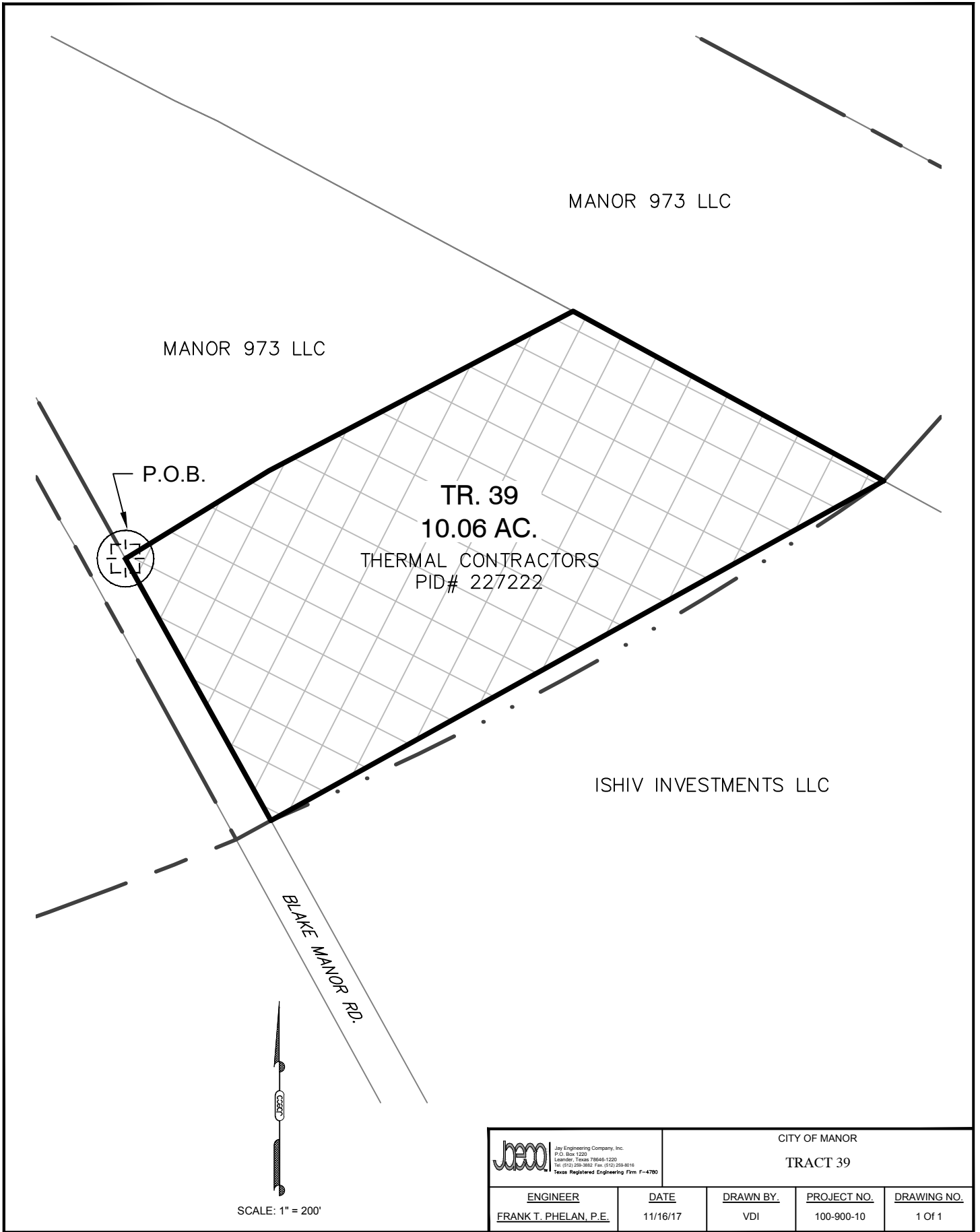


EXHIBIT “B”

Approved municipal Service Plan

EXHIBIT “B”

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

WHEREAS, the City of Manor, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the owner(s) of the subject property agree they 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 this service plan; 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, the following services will be provided for the subject property on the effective date of annexation:

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

A. 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.

B. 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.

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and 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.

(2) **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 Plan:

A. Water service and maintenance of water facilities as follows:

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

(ii) 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 utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water 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 water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay 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.

B. Wastewater service and maintenance of wastewater service as follows:

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

(ii) (a) 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 pay 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.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) 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:

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

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

(ii) 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:

(A) As provided in C(i)(A)&(B) above;

(B) 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;

(C) 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

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

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: 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.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



AGENDA ITEM NO. ²_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 30, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on entering into development agreements under Texas Local Government Code sections 212.172 and 43.035.

BACKGROUND/SUMMARY:

These development agreements with certain property owners who were proposed to be annexed would keep their properties in Manor's ETJ (not taxed by the city) but they would have to obtain building permits from the city if required. If the property owner's do not meet their obligations under the agreement they property would be annexed. The obligations are to maintain it in ag exemption or as a single family home.

432.91 acres is entering into development agreements.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Sample 43.035 Agreement

Sample 212.172 Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve entering into development agreements under Texas Local Government Code sections 212.172 and 43.035

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

STATE OF TEXAS §
COUNTY OF TRAVIS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 212.172, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 212.172, Texas Local Government Code is entered between the City of Manor, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is located adjacent to property that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code and that is owned by Owner’s parents or parents-in-law;

WHEREAS, the City initiated the process to annex all or portions of Owner’s Property;

WHEREAS, under Section 212.172, Texas Local Government Code, the City and the Owner are authorized to make agreements regarding the terms for annexation of the Property and the application of City regulations to the Property;

WHEREAS, the Parties desire that the Property remain in the City’s ETJ until such time as the Property develops for uses other than single family residential as described in this Agreement and that the Agreement defined the events that will constitute the Owner’s request for the Property to be annexed into the City; and

WHEREAS, this Agreement is entered into pursuant to Sections 212.172, Texas Local Government Code;

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

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner’s Obligations. In consideration of the City’s agreement not to annex the Property and as a condition of the Property remaining in the City’s ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for the existing single-family residential

use existing on the Effective Date, except as otherwise provided by this Agreement.

- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, building permit, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City, except as provided in this Agreement. Accessory structures authorized under the Single-Family Residential, (District “R-1”) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City’s Single-Family Residential, (District “R-1”) zoning regulations shall apply to the Property, and in addition to the uses authorized under District “R-1”. Fences shall not be subject to setback requirements. The City’s building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Residential, (District “R-1”) and applicable building codes and regulations.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner’s request to the City to annex the Property into the City’s corporate limits, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.
 - (2) The Owner’s failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The filing for voluntary annexation of the Property into the City by the Owner.
 - (4) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had

been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 212.172, Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority in the same manner the regulations and planning authority are enforced within the City's boundaries, except as specifically provided otherwise in this Agreement, and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is Fifteen (15) years from the Effective Date with Two (2) renewal options of Fifteen (15) years each, up to the maximum Forty-Five year limit set by Texas Local Gov't Code 212.172(d).

Section 6. Vested Rights Claims. The Owner agrees that the Owner waives vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement. Notwithstanding the foregoing, the Owner and City agree and acknowledge that any vested rights and claims pertaining to the use and development of the Property as authorized by Section 2 are not waived by the Owner.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property or an authorized representative has signed this Agreement and this Agreement shall be binding on all Owners of the Property.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor
Attn: City Manager
P.O. Box 387
Manor, Texas 78653-0387

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and is binding on future owners of the Property, and a copy of 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. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Conveyance of the Property.

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.
- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

Section 11. 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 12. 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 13. 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 14. 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 15. Enforcement; Waiver. This Agreement may be enforced by any 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 16. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 17. 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 18. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 19. 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 20. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 201__.

Owner (s)

Printed Name: _____

Printed Name: _____

City of Manor, Texas

Rita Jonse, Mayor

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he 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 _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he 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 _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Rita Jonse, Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he 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 _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Manor, Texas (the “City”) and the undersigned property owner(s) (the “Owner”) (the “Agreement”). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit “A” (the “Property”) that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner’s Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City’s annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City’s extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

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

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City’s extraterritorial jurisdiction (the “ETJ”) and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner’s Obligations. In consideration of the City’s agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date and future single family uses as provided Section 2(c) or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City, except as provided in this Agreement. Accessory structures authorized under the Single-Family Residential, (District "R-1") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single-family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction. In addition, the Owner may construct up to 1 additional single-family residence on the Property, provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Residential, (District "R-1") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "R-1", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Residential, (District "R-1") and applicable building codes and regulations

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's request to that the City annex the Property into the City's corporate limits, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2. If a portion of the Property is designated as having a homestead exemption by the county appraisal district as of the effective date of this agreement, such designation shall not constitute the Owner's request to be annexed into the city limits as long as that portion of the Property either remains qualified for a homestead exemption or is converted to being appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is Fifteen (15) years from the Effective Date with Two (2) renewal options of Fifteen (15) years each, up to the maximum Forty-Five year limit set by Texas Local Gov't Code 212.172(d).

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to

annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor
Attn: City Manager
P.O. Box 387
Manor, Texas 78653-0387

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Section 9. Covenant Running with the Land. This Agreement shall run with the Property and is binding on future owners of the Property, and a copy of 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. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Conveyance of the Property.

- (a) Conveyance of the Property in its entirety to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

- (b) If the Owner wishes to convey a portion of the Property, the Owner may request that the City consider approving an amendment to this Agreement that provides that conveyance of a portion of the Property will not constitute the Owner's request to annex the Property into the city limits as provided in Section 3, approval of which will not be unreasonably withheld; provided that the portion of the Property that will continue to be owned by the Owner remains subject to this Agreement and the portion of the Property being conveyed will either be annexed into the city limits or will be subject to a development agreement that addresses the development and annexation said portion of the Property on terms agreeable to the City.

Section 11. 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 12. 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 13. 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 14. 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 15. Enforcement; Waiver. This Agreement may be enforced by any 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 16. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 17. 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 18. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 19. 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 20. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 201__.

Owner (s)

Printed Name: _____

Printed Name: _____

Printed Name: _____

City of Manor, Texas

Rita Jonse, Mayor

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he 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 _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he 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 _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he 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 _____, 201__.

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Rita Jonse, Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he 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 _____, 201__.

Notary Public - State of Texas