

ORDINANCE NO. 20220728-118

AN ORDINANCE ANNEXING, FOR FULL PURPOSES, APPROXIMATELY 52.6 ACRES LOCATED NEAR 6204 W PARMER LANE IN TRAVIS COUNTY AND WILLIAMSON COUNTY, TEXAS; AND RATIFYING A SERVICES AGREEMENT WITH THE OWNER.

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

PART 1. The Council finds that:

- (A) Notice of the public hearing concerning the voluntary annexation of the territory, attached as **Exhibit “1”**, was published in a newspaper of general circulation in the City of Austin and in the area to be annexed, and on the City of Austin website.
- (B) The public hearing was held on July 28, 2022, at the Austin City Hall, 301 West 2nd Street, Austin, Texas, and via videoconference.
- (C) The public hearing was concluded after providing an opportunity for all persons present to be heard with respect to the proposed annexation.
- (D) The annexation, for full purposes, of the territory described in **Exhibit “A”** serves the interest of the current and future residents of the City of Austin.
- (E) All procedural requirements imposed by state law for the full purpose annexation of the territory described in **Exhibit “A”** have been met.

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

Approximately 52.6 acres of land located near 6204 W Parmer Lane, this area being more particularly described in **Exhibit “A”**.

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

If any area or lands included within the description of the area set out in **Exhibit "A"** are: (1) presently part of and included within the general limits of the City of Austin; (2) presently part of and included within the limits of any other city, town or village; or (3) are not within the jurisdiction of the City of Austin to annex, then that area is excluded and excepted from the area annexed.

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

PART 5. This ordinance takes effect on August 8, 2022.

PASSED AND APPROVED

_____, 2022 §
 §
 §

Steve Adler
Mayor

APPROVED: Anne L. Morgan **ATTEST:** Myrna Rios
Anne L. Morgan Myrna Rios
City Attorney City Clerk

Account Number:	743197
Customer Name:	City of Austin Housing & Planning Dept
Customer Address:	City of Austin, Housing & Planning Dept Po Box 1088 HPD Finance, Street Jones Austin TX 78767-1088
Contact Name:	Austin Planning & Zoning Dept,
Contact Phone:	5129741276
Contact Email:	
PO Number:	

Date:	07/13/2022
Order Number:	7533990
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	56.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
ACO American Statesman	1	07/18/2022 - 07/18/2022	Public Notices
ACO statesman.com	1	07/18/2022 - 07/18/2022	Public Notices

Total Order Confirmation

\$462.00

Ad Preview

NOTICE OF PUBLIC HEARING ON FULL PURPOSE ANNEXATION INTO AUSTIN

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

Hearing date and location: July 28, 2022, meeting convenes at 10:00 AM at 301 W. 2nd St., Austin, TX 78701. All speakers must register in advance. Instructions for speaker registration and participation are available at the Austin City Council Meeting Information Center website at <https://www.austintexas.gov/council>.

Case number C7a-2022-0005, West Parmer Lane Full Purpose annexation area (approximately 52.6 acres) is located in Travis County and Williamson Counties near 6204 West Parmer Lane. The area is currently in Austin's limited purpose jurisdiction and subject to the Robinson Ranch Planned Unit Development as codified in Ordinance Number 040617-Z-12. The area is adjacent to the existing Apple campus on Parmer Lane and will be part of an expansion of that campus. The current use of the area is pastureland/agriculture.

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

7-18/22

EXHIBIT A

C7a-2022-0005

Area to be annexed.

(Approximately 52.6173 acres of land out of the William J. Baker Survey No. 10, Abstract No. 64, the Arthur Garner Survey, Abstract No. 253 and the Louis Kincheloe Survey No. 60, Abstract No. 368 in Williamson County, Texas and the William J. Baker Survey No. 10, Abstract No. 2695 in Travis County, Texas.)

(Unplatted Land)

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR A TRACT OF LAND CONTAINING APPROXIMATELY 52.6173 ACRES OF LAND OUT OF THE WILLIAM J. BAKER SURVEY NO. 10, ABSTRACT NO. 64, THE ARTHUR GARNER SURVEY, ABSTRACT NO. 253 AND THE LOUIS KINCHELOE SURVEY NO. 60, ABSTRACT NO. 368 IN WILLIAMSON COUNTY, TEXAS AND THE WILLIAM J. BAKER SURVEY NO. 10, ABSTRACT NO. 2695 IN TRAVIS COUNTY, TEXAS. SAID APPROXIMATELY 52.6173 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING all of that certain called 52.6173 acre tract of land as shown in a survey done by Steven M. Duarte, State of Texas R.P.L.S. No. 5940 (4Ward Land Surveying), signed on February 9, 2022. Said 52.6173 acre tract of land consisting of a called 37.6457 acre tract of land conveyed to Apple, Inc. by Special Warranty Deed recorded in Document No. 2021175668 of the Official Public Records of Williamson County, Texas and a called 16.5947 acre tract of land conveyed to Apple, Inc. by Special Warranty Deed recorded in Document No. 2021175669 of the Official Public Records of Williamson County, Texas and in Document No. 2021254102 of the Official Public Records of Travis County, Texas, save and except that portion lying one hundred (100') feet east of and parallel to the present easterly right-of-way line of F.M. Highway 734, A.K.A. Parmer Lane (200' right-of-way) being the present corporate limit line of the City of Austin as adopted by Ordinance No. 030828-30 (Case No. C7a-03-017).

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

LEGAL DESCRIPTION: Mary P. Hawkins
05-23-2022

Mary P. Hawkins 5/24/22

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

REFERENCES

Austin Grid J-37, J-38
TCAD Parcel ID's 0267010302, 0267010304
WCAD Parcel ID's R624062, R624066

EXHIBIT B

West Parmer Lane Full Purpose Annexation

WRITTEN AGREEMENT REGARDING SERVICES

THE STATE OF TEXAS §
COUNTY OF TRAVIS §
COUNTY OF WILLIAMSON §

This **WRITTEN AGREEMENT REGARDING SERVICES** (the "**Agreement**") is made and entered into by and among the **CITY OF AUSTIN, TEXAS**, a municipal corporation acting by and through its duly authorized City Manager (the "**City**"), and **APPLE, INC.**, a California Corporation, as Owner of the Property at approximately **6204 W Parmer Lane**, including without limitation its successors, assigns, agents, and affiliated entities ("**Owner**"). By the signatures below, Owner warrants and represents that there are no other fee-simple owners of any portion of the Property and no other third parties holding a fee simple ownership interest therein.

RECITALS

- A. Owner owns approximately 52.6 acres of land located entirely in Travis and Williamson counties, Texas described in the attached Exhibit "A" (the "**Property**").
- B. Owner requests to have the Property annexed into the City's full-purpose jurisdiction; Owner agrees to voluntarily enter into this Agreement.
- C. This Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code to address Owner's request and the City's provision of services.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

"**City Code**" means the City Code of Austin, together with all its related administrative rules and technical criteria manuals.

"**City Council**" means the City Council of the City or any other successor governing body.

"Effective Date" means the effective date of annexation.

"Ordinances" shall mean the ordinances of the City.

"Term" and similar references mean that this Agreement shall be in effect for a period of time commencing on the Effective Date and until City services are available in accordance with this Agreement.

Section 1.02 Other Definitions. All capitalized terms used but not defined in this Agreement shall have the meaning given to them in the City Code.

ARTICLE II

APPLICABLE ORDINANCES

Section 2.01 Applicable Requirements. Subject to and except as provided in Section 43.002 and Chapter 245 of the Texas Local Government Code, after the Effective Date, all of the City's laws, ordinances, manuals, and administrative rules, including but not limited to the Land Development Code, regarding land development, as amended from time to time, shall apply to subdivisions within the Property.

ARTICLE III

ANNEXATION

Section 3.01 Annexation.

- A. Owner and City agree that the Property will be annexed for full purposes pursuant to the terms of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code. Property voluntarily annexed pursuant to this Agreement may require infrastructure improvements to facilitate development, including but not limited to streets and roads, street and road drainage, land drainage, and water, wastewater, and other utility systems. Owner hereby acknowledges the provision of infrastructure improvements necessitated by proposed future development shall be the sole responsibility of the Owner and may be subject to City Council approval to the extent required by applicable provisions of the City Code.
- B. After full purpose annexation, all City ordinances, regulations, and requirements applicable in the City's full-purpose jurisdiction, including City taxation, shall apply to the Property.

ARTICLE IV

LIST OF SERVICES

Section 4.01 Services the City Will Provide On and After the Effective Date of Annexation and Pursuant to Chapter 43 of the Texas Local Government Code. All City Departments with jurisdiction in the area will provide services commencing on the Effective Date of annexation unless otherwise noted according to City policy and procedure.

- A. **Police Protection.** The Austin Police Department will provide protection and law enforcement services.
- B. **Fire Protection.** The Austin Fire Department will provide emergency and fire prevention services.
- C. **Emergency Medical Service.** The City of Austin/Travis County Emergency Medical Services Department will provide emergency medical services.
- D. **Solid Waste Collection.** Services will be provided pursuant to Chapter 43 of the Texas Local Government Code.
- E. **Operation and Maintenance of Water and Wastewater Facilities.** The City shall provide retail water service and wastewater service to areas that are not within the certificated service area of another utility. The facilities will be maintained and operated by Austin Water as governed by standard policies and procedures.
- F. **Operation and Maintenance of Roads and Streets, Including Street Lighting.** The Public Works Department will maintain public streets over which the City has jurisdiction. If necessary, the Transportation Department will also provide regulatory signage services. Street lighting will be maintained in accordance with the City of Austin ordinances, Austin Energy criteria, and state law.
- G. **Operation and Maintenance of Parks, Playgrounds, and Swimming Pools.** The Parks and Recreation Department will operate and maintain public parks, playgrounds, and swimming pools in accordance with the City Code and operating procedures.
- H. **Operation and Maintenance of any Other Publicly Owned Facility, Building, or Service.** Applicable City departments will operate and maintain other publicly owned facilities, buildings, and services in accordance with the City Code and operating procedures.
- I. **Watershed Protection.** The Watershed Protection Department, or successor department, will provide drainage planning and maintenance services in the annexation area.
- J. **Planning and Development Review.** The Housing and Planning Department and the Development Services Department (or successor departments) will provide comprehensive planning, land development, and building review and inspection

services in accordance with and as limited by applicable codes, laws, ordinances and special agreements.

- K. **Code Compliance.** In order to comply with City codes regarding land use regulations and the maintenance of structures, the Austin Code Department, or successor department, will provide education, cooperation, enforcement, and abatement relating to code violations.
- L. **Library.** Upon annexation residents may utilize all Austin Public Library facilities and services.
- M. **Public Health, Social, and Environmental Services.** Upon annexation the Austin/Travis County Health and Human Services Department will provide services.
- N. **Electric Utility Service.** Austin Energy will continue to provide electric utility service to all areas which the City is authorized to serve by the Public Utility Commission of Texas.
- O. **Clean Community Services.** Austin Resource Recovery will provide clean community services.
- P. **Capital Improvements Planning.** The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01 Representations and Warranties of Owner.

- A. **Organization and Good Standing.** Owner has full power and authority to conduct business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement.
- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid, and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 5.02 Representations and Warranties of the City.

- A. **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being

conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

- B. **Authority; No Conflict.** This Agreement constitutes a legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Owner.

Section 6.02 Agreement Binds Successors and Runs with the Land. This Agreement shall bind and inure to the benefit of the parties, their successors, and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on Owner.

Section 6.03 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

Section 6.04 Waiver. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement shall be in Texas state district court and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 6.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 6.07 Counterparts. This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the instrument whether or not all other parties have executed same.

Section 6.08 Annexation and Development Agreement. Notwithstanding anything in this Agreement to the contrary, City hereby acknowledges and agrees that in no event shall any of the terms, provisions and conditions of this Agreement negate or supersede the terms, provisions and conditions of that certain Robinson Ranch Annexation and Development Agreement dated effective as of June 17, 2004 by the City and the prior owner of the Property (the "**PUD**") and accordingly, that the PUD shall continue in full force and effect from and after the date of this Agreement.

Section 6.09 Exhibits.

Exhibit "A" Description of the Property

[Signature and Acknowledgment Pages Follow]

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective as of the Effective Date.

CITY:

CITY OF AUSTIN,

A home rule city and Texas municipal corporation

By:

_____, Assistant City Manager

Date: _____

Acknowledgement

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

Notary Public, State of Texas

APPROVED AS TO FORM:

City of Austin
Law Department

CHAD SHAW, Assistant City Attorney

OWNER:

APPLE INC., a California corporation

By: [Signature]

Name: Troy Hinson

Title: DIRECTOR

Date: 7/18/2022

Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas)

County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

See Attached Notary
Acknowledgement Certificate
OR

See Attached Notary
Jurat Certificate

[Signature]
07/18/2022

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

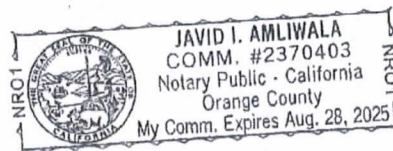
County of Orange }

On 07/18 / 2022 before me, Javid I. Amliwala, Notary Public,
(Here insert name and title of the officer)

personally appeared Troy Hinson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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[Signature]
Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Written Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 07/18/22

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual(s)
☐ Corporate Officer

- (Title)
☐ Partner(s)
☐ Attorney-in-Fact

- ☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

AFTER SIGNING, PLEASE RETURN TO:

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

C7a-2022-0005

Area to be annexed.

EXHIBIT A

(Approximately 52.6173 acres of land out of the William J. Baker Survey No. 10, Abstract No. 64, the Arthur Garner Survey, Abstract No. 253 and the Louis Kincheloe Survey No. 60, Abstract No. 368 in Williamson County, Texas and the William J. Baker Survey No. 10, Abstract No. 2695 in Travis County, Texas.)
(Unplatted Land)

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BEING all of that certain called 52.6173 acre tract of land as shown in a survey done by Steven M. Duarte, State of Texas R.P.L.S. No. 5940 (4Ward Land Surveying), signed on February 9, 2022. Said 52.6173 acre tract of land consisting of a called 37.6457 acre tract of land conveyed to Apple, Inc. by Special Warranty Deed recorded in Document No. 2021175668 of the Official Public Records of Williamson County, Texas and a called 16.5947 acre tract of land conveyed to Apple, Inc. by Special Warranty Deed recorded in Document No. 2021175669 of the Official Public Records of Williamson County, Texas and in Document No. 2021254102 of the Official Public Records of Travis County, Texas, save and except that portion lying one hundred (100') feet east of and parallel to the present easterly right-of-way line of F.M. Highway 734, A.K.A. Parmer Lane (200' right-of-way) being the present corporate limit line of the City of Austin as adopted by Ordinance No. 030828-30 (Case No. C7a-03-017).

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LEGAL DESCRIPTION: Mary P. Hawkins
05-23-2022

Mary P. Hawkins 7/18/22

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

REFERENCES

Austin Grid J-37, J-38
TCAD Parcel ID's 0267010302, 0267010304
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