

ROSS ROAD ANNEXATION AREA
WRITTEN AGREEMENT
REGARDING SERVICES

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This **WRITTEN AGREEMENT REGARDING SERVICES** (the “**Agreement**”) is made and entered into on _____ day of, _____ 2026 by and among the **CITY OF AUSTIN, TEXAS**, a municipal corporation acting by and through its duly authorized City Manager (the “**City**”), and **TRAVIS COUNTY, TEXAS**, a political subdivision of the State of Texas (“**Owner**”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.1055 of Texas Local Government Code authorizes a municipality to annex a road right-of-way upon the request of the owner of the right-of-way, or if the governing body of the political subdivision that maintains the right-of-way does not submit a written objection to the municipality before the date of the proposed annexation.

WHEREAS, Owner owns approximately 9.776 acres of land located at Ross Road from the intersection of State Highway 71 East to approximately 381.35 feet south of Saint Thomas Drive and 107 feet of right-of-way width described in the attached Exhibit “A” attached hereto and incorporated herein for all purposes (the “**Property**”).

WHEREAS, Owner represents and warrants that there are no fee simple owners of any portion of the Property other than Owner, and that no other third parties hold any fee simple ownership interest therein.

WHEREAS, on October 7, 2025, Owner authorized the City to annex the Property into the City’s full-purpose jurisdiction and subsequently provided a written request for annexation and the City’s provision of municipal services to the Property.

WHEREAS, this Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code in order to address Owner’s request for annexation and the City’s provision of municipal services to the Property.

WHEREAS, Owner voluntarily enters into this Agreement and acknowledges that this Agreement is contingent upon, and shall become effective only upon, the City Council’s approval and adoption of an ordinance annexing the Property into the City’s full purpose jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and for 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 Code of the City of Austin, together with all its related administrative rules, technical criteria manuals, and amendments thereto.

“**City Council**” means the City Council of the City or any successor governing body of the City.

“**Effective Date**” means the effective date of annexation of the Property.

“**Ordinances**” means the ordinances of the City.

“**Property**” means the approximately 9.776 acres of the Ross Road roadway and associated right-of way from the intersection of State Highway 71 East to approximately 381.35 feet south of Saint Thomas Drive and 107 feet of right-of-way width, described in “Exhibit A” attached hereto and incorporated herein for all purposes.

“**Term**” means the period commencing on the Effective Date and continuing until City services are available to the Property in accordance with this Agreement and applicable law.

Section 1.02 Other Definitions. All capitalized terms used but not defined in this Agreement shall have the meanings assigned 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, as amended from time to time, shall apply to development within the Property.

ARTICLE III

ANNEXATION

Section 3.01 Annexation.

- A. Owner and City agree that the Property shall be annexed for full purposes pursuant to the terms of this Agreement. Upon annexation, 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.
- B. Upon 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 Municipal Services. Beginning on and after the Effective Date, the manner in which City departments will handle municipal services for the Property is set forth below:

- A. **Police Protection.** Austin Police will provide protection and law enforcement services to the Property.
- B. **Fire Protection.** Austin Fire will provide emergency and fire prevention services to the Property.
- C. **Emergency Medical Service.** Austin/Travis County Emergency Medical Services will provide emergency medical services to the Property.
- D. **Solid Waste Collection.** There are no residential customers on the Property, so no related services will be provided at this time.
- E. **Operation and Maintenance of Water and Wastewater Facilities.** Austin Water shall provide retail water service and wastewater service to areas of the Property 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.** Austin Transportation and Public Works will maintain public streets over which the City has jurisdiction, and, if necessary, will provide regulatory signage services on the Property.

- G. **Operation and Maintenance of Street Lighting.** Austin Transportation and Public Works will install street lighting on the Property. Austin Energy will maintain all of the street lighting installed by Austin Transportation and Public Works on the Property. Electric service to the street lighting on the Property shall be provided by Austin Energy, Bluebonnet Cooperative, or another electric provider, as applicable, based on the service territory designated by the Public Utility Commission of Texas.
- H. **Operation and Maintenance of Parks, Playgrounds, and Swimming Pools.** There are no public recreation facilities on the Property, so no related services will be provided at this time.
- I. **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.
- J. **Watershed Protection.** Austin Watershed Protection will provide drainage planning and maintenance services to the Property.
- K. **Planning and Development Review.** Austin Planning and Austin Development Services 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.
- L. **Code Compliance.** In order to comply with City codes regarding land use regulations and the maintenance of structures, Austin Development Services' Code Compliance team will provide education, cooperation, enforcement, and abatement relating to code violations.
- M. **Library.** There are no residential customers on the Property, so there will be no related services provided at this time.
- N. **Public Health, Social, and Environmental Services.** Austin/Travis County Health and Human Services will provide services to the Property.
- O. **Electric Utility Service.** Austin Energy will continue to provide retail electric utility service to all areas which the City is authorized to serve under its Certificate of Convenience and Necessity issued by the Public Utility Commission of Texas.
- P. **Clean Community Services.** Austin Resource Recovery will provide clean community services to the Property.
- Q. **Capital Improvements Planning.** The Property will be included with other territory in connection with planning for new or expanded facilities, functions, and services.

This Section will be provided in accordance with state law, City policy and procedure.

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 a Texas state district court and shall be in accordance with the Texas Civil Practice and Remedies Code.

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

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

Section 6.08 Exhibits.

Exhibit "A" Description of the Property

[Signature and Acknowledgment Pages Follow]

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

CITY: **CITY OF AUSTIN,**
A home rule city and Texas municipal corporation

By:

_____, Assistant City Manager

Date: _____

Acknowledgement

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT was acknowledged before me on the _____ day of
_____, 2026, 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

Assistant City Attorney

OWNER: **Travis County**

By:

Name: _____

Title: _____

Date: _____

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

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County of _____

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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

AFTER SIGNING, PLEASE RETURN TO:

Nicole Corona
City of Austin
Planning Department
PO Box 1088
Austin, TX 78767

DRAFT