

**ORDINANCE NO. 15-2022**

**AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT**

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owners of approximately 821.22 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owners;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit "A", incorporated and made part of this Ordinance for all purposes.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1. That the territory set out on Exhibit "A," attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit "A" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit "A" are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. Annexation Services Agreements for the annexed territory, attached as Exhibits "B" and "C" are hereby approved as a part of this ordinance.

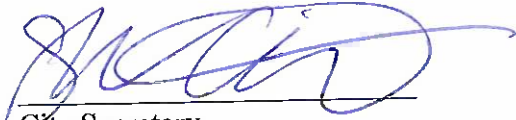
PART 4. That the annexation will cause an area to be entirely surrounded by the City of Abilene, but will not include the area within the city limits. The surrounding of the area is in the public interest.


PASSED ON FIRST READING the 14th day of April, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17<sup>th</sup> day of April, 2022, the same being on or after the 20<sup>th</sup> day but before the 10<sup>th</sup> day before the public hearing being held at the Abilene Public Library, South Branch, in Abilene, Texas, on the 28th day of April, 2022, to permit the public to be heard.


PASSED ON SECOND AND FINAL READING this 28th day of April, 2022.

ATTEST:

  
\_\_\_\_\_  
City Secretary

  
\_\_\_\_\_  
Mayor

APPROVED:

  
\_\_\_\_\_  
City Attorney



**EXHIBIT A**

**(Legal Description)**

**Tract 1:**

Being 285.90 acres out of Sections 53 and 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at at 1/2" rebar found at the southeast corner of said Section 54, the southeast corner of said 1042.26 acre tract and the northeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the southeast corner of this tract;

Thence N88°48'52"W 4661.40 feet along the SBL of said 1042.26 acre tract to a 3/8" rebar found on the EBL of a 3.91 acre tract recorded as Second Tract in Volume 511, Page 371, Deed Records, Taylor County, Texas at the northwest corner of Section 24, W.W. Sills Survey, Taylor County, Texas and the northwest corner of said 18.33 acre tract for the most southerly southwest corner of this tract;

Thence N1°28'E 150.0 feet to a 1/2" rebar found at the northeast corner of said 3.91 acre tract and the east corner of a 0.334 acre tract recorded in Volume 3072, Page 223, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N88°55'25"W 158.79 feet to a 3/8" rebar set on the NBL of said 0.334 acre tract for most westerly southwest corner of this tract;

Thence N52°32'42"W 1742.90 feet to a 3/8" rebar set on the SBL of a 16.14 acre tract recorded in Instrument No. 2016-12702, Official Public Records, Taylor County, Texas for the most westerly northwest corner of this tract;

Thence N77°56'37"E 1910.50 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N12°47'37"W 920.86 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N77°08'36"E 1380.96 feet to a 3/8" rebar found for an interior corner of this tract;

Thence N23°44'34"E 1003.12 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404 (right-of-way Varies) for the most northerly northwest corner of this tract;

Thence S65°27'18"E 155.02 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found at the northwest corner of a 4.02 acre tract (no deed found of record);

Thence S23°44'34"W 3542.43 feet to a 3/8" rebar found at the southwest corner of a 2.07 acre, more or less, tract recorded as 1st Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

Thence S12°26'15"E 211.75 feet to a 3/8" rebar found at the southwest corner of said 2.07 acre, more or less, tract;

Thence N23°44'34"E 1781.18 feet to a 3/8" rebar found on the EBL of a 4.25 acre, more or less, tract recorded as 2nd Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

Thence to 3/8" rebars found as follows:

N71°52'45"E 1960.50 feet;

N72°35'08"E 420.97 feet;

N65°37'46"E 57.23 feet;

N48°27'56"E 60.08 feet;

N36°51'E 68.07 feet;

Thence N30°00'40"E 80.76 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404;

Thence S59°22'27"E 1032.68 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found on the EBL of said Section 54 for the northeast corner of this tract;

Thence S0°36'51"W 2346.17 feet along the EBL of said Section 54 to the place of beginning and containing 285.90 acres of land.

**Tract 2:**

Being 191.18 acres out of Section 55, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 1/2" rebar found at the northeast corner said Section 55 and the northeast corner of said 222.18 acre tract for the northeast corner of this tract;

THENCE S0°40'23"W 2678.52 feet to a point on the NBL of Section 25, Robert Turner Survey, Taylor County, Texas at the most easterly southeast corner of said Section 55 and the most easterly southeast corner of said 212.18 acre tract for the most easterly southeast corner of this tract, whence a 3/8" rebar found bears S0°40'23"W 0.7 feet;

Thence N88°59'W 1130.03 feet along the SBL of said Section 55 to a 3/8" rebar found at the northwest corner of said Section 25 for an interior corner of this tract;

Thence S1°02'08"W 126.50 feet to a point in an ell corner of Spinks Road on the EBL of said Section 55 for the most southerly southeast corner of this tract, whence a 3/8" rebar found bears S52°48'E 18.9 feet;

Thence N89°29'41"W 1222.50 feet to a point in Spinks Road for the most southerly southwest corner of a 31.0 acre tract recorded in Instrument No. 2020-1334, Official Public Records, Taylor County, Texas for the most southerly southwest corner of this tract;

Thence North at 30 feet pass a 3/8" rebar found on the north side of Spinks Road and continue along for a total distance of 775.49 feet to a 3/8" rebar found at the northeast corner of said 31.0 acres tract for an interior corner of this tract;

Thence N89°29'41"W at 1796.95 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 1827.75 feet to a point in said Road for the northwest corner of said 31.0 acre tract for the most westerly southwest corner of this tract;

Thence N12°32'04"W 1059.02 feet along the WBL of said 212.18 acre tract to a 60-d nail found in Spinks Road for the northwest corner of said Section 55, the northwest corner of said 222.18 acre tract and the northwest corner of this tract;

Thence N77°57'E along the NBL of said Section 55 and the NBL of said 222.18 acre tract at 16.7 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 4543.67 feet to the place of beginning and containing 191.18 acres of land.

### **Tract 3:**

Being 305.95 acres out of Section 24, W.W.SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a point at the most easterly southeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the northeast corner of this tract, whence a 3/8" rebar bears N88°48'52"W 0.36 feet and a 1/2" rebar found on the NBL of said Section 24 at the southeast corner of Section 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas bears N0°36'51"E 100.10 feet;

Thence S0°36'51"W 2899.73 feet to a point on the SBL of said Section 24 for the southeast corner of this tract, whence a 1/4" pipe found bears S0°36'51"W 1.72 feet;

Thence N88°59'W 4589.17 feet along the SBL of said Section 24 to a point at the most southerly southeast corner of said 18.33 acre tract for the southwest corner of this tract, whence a 3/8" rebar found bears S0°45'32"W 0.34 feet;

Thence N0°45'32"E 2913.05 feet to a 3/8" rebar set for the northeast corner of this tract;

Thence S88°48'52"E 4581.94 feet to the place of beginning and containing 305.95 acres of land.

### **Tract 4:**

Being out of and a part of Section 53, T&P Railroad Company Block 16, Taylor County, Texas;

BEGINNING at the SW corner of said Section 53, for the SW corner of this tract;

THENCE N 12° 13' W 100 feet to a point for the NW corner of this tract;

THENCE N 77° 47' E 1562 feet to a point for the NE corner of this tract;

THENCE S 12° 13' E 100 feet to a point on the South line of said Section 53, for the SE corner of this tract, from which point the SE corner of said Section 53 bears N 77° 47' E;

THENCE S 77° 47' E 1562 feet to the Place of Beginning , and containing 3.59 acres of land more or less.

**Tract 5:**

Being out of and a part of Section 53, T&P Railroad Company, Block 16, Taylor County, Texas;

BEGINNING at the SE corner of said Section 53, for the SE corner of this tract;

THENCE S 77° 47' W 336 feet to a point for the SW corner of this tract, at the SE corner of a 3.59 West Texas Utilities Co. R.O.W. tract;

THENCE N 12° 13' W 100 feet to the point for corner;

THENCE N 0° 56' E 381.3 feet to a point for the NW corner of this tract;

THENCE N 77° 47' E 362.5 feet to a point for the NE corner of this tract;

THENCE S 0° 56' W at 150 feet the NW corner of Section 24, continuing a total distance of 484.6 feet to the PLACE OF BEGINNING and containing 3.91 acres of land more or less.

**Tract 6:**

Being 18.33 acres out of land out of Subdivision 5, A.F. McDonald Subdivision of the W.W. Sills Surveys 23 & 24, and being the same tract of land deeded to West Texas Utilities Company, called a 17.98 acres tract and recorded in Volume 211, Page 277, Deed Records, Taylor County Texas, and described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod, found, for the NE corner of this tract, same being the original NE corner of the C.M. Caldwell 323 acre tract and the NE corner of said Subdivision 5;

THENCE S 0° 31' 30" E 143.2 feet with the east boundary line of said Subdivision 5 to a 3/8" iron rod, set, for the most easterly SE corner of this tract;

THENCE N 89° 55' 30" W 4582.22 feet to a 3/8" iron rod, set, for an interior corner of this tract, said point being 100 feet S 0° 28' E and 80 feet N 89° 37' 30" E of the NW corner of said C.M. Caldwell Tract;

THENCE S 0° 22' 30" E 2915.81 feet to a 3/8" iron rod, set, for the most southerly SE corner of this tract on the south boundary line of said Survey 24 and the north boundary line of the R. Turner Survey No. 25;

THENCE S 89° 53' 40" W 80.09 feet with the south boundary line of said Survey 24 and the south boundary line of the C.M. Caldwell Tract, to a point from which a 3/8" iron rod, found,

bears S 0° 22' 30" E 1.01 feet for the SW corner of this tract, same being the original SW corner of said Survey 24 and a corner of Section 55, Block 16, T&P R.R. Company Survey;

THENCE S 0° 22' 30" W 3015.30 feet with the west boundary line of said Survey 24, same being the east boundary line of said Section 55 to a 1/2" iron rod, found, for the NW corner of said Survey 24 and the NW corner of said C.M. Caldwell Tract;

THENCE S 89° 32' E 4661.71 feet with the north boundary line of said Survey 24 and the north boundary line of said C.M. Caldwell Tract to the POINT OF BEGINNING, and containing 18.33 acres of land, more or less.

**Tract 7:**

Being a strip or parcel of land out of Survey 54, Block 16, T&P RR Co. Survey, Taylor County, Texas, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point in an existing fence line, the occupied West boundary line of said Survey 54 and the occupied East boundary line of Survey 53, same Block, from which point a corner fence post set for the Southwest corner of said Survey No. 54 bears S 12 degrees 46' E 235 feet;

THENCE N 12 degrees 46' W with said fence 212 feet to a point;

THENCE N 23 degrees 19' E 574.7 feet to a point in an existing fence line, the occupied South boundary line of a tract of land in the name of R.W. Varner;

THENCE N 69 degrees 47' E with said fence line 172.4 feet to a point for the NE corner of this tract;

THENCE S 23 degrees 19' W 865 feet to the place of beginning and containing 2.07 acres of land, more or less.

**Tract 8:**

Being a strip or parcel of land of Survey 54, Blk. 16, T&P RR Co. Survey and the A. Thompson Survey No. 20, Taylor County, Texas, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point in an existing fence line, the Southwest right-of-way line of F-M Road 2404, the occupied North boundary line of a tract of land in the name of J.R. Sanders and J.L. Blackburn, from which point the Southwest corner of the A. Thompson Survey No. 20 bears S 66 degrees 01' E 16.6 feet and S 0 degrees 03' W 674.2 feet;

THENCE S 66 degrees 01' E with said Southwest right-of-way line at 16.6 feet cross the West line of said Thompson Survey, a total distance of 125 feet to a point for the NE corner of this tract;

THENCE S 23 degrees 19' W at 250.8 feet cross the West line of said Thompson Survey, a total distance of 1549.7 feet to a point in an existing fence line, the occupied East boundary line of a tract of land in the name of Dr. R.W. Varner;



THENCE N 19 degrees 11' W with said fence line 185 feet to a point for the SW corner of this tract;

THENCE N 23 degrees 19' E 1414.8 feet to the place of beginning and containing 4.25 acres of land, more or less, of which 0.31 acres are out of said Thompson Survey No. 20 and 3.94 acres are out of Survey No. 54. Block 16, T&P RR Co.

**Tract 9:**

All that certain lot, tract or parcel of land, being out of and a part of Section 23, Block 16, T&P R.R. Co. Survey, situated in Taylor County, Texas, and described by metes and bounds as follows, to wit:

Beginning at a 6" corner post, the SE corner of said Section 23, for the SE corner of this tract;

THENCE S 77 deg. 47' W with the South line of Section 23, 2629 feet to a point in the East boundary line of a public road, and being the SW corner of this tract;

THENCE N 12 deg. 13' W 100 feet to a point;

THENCE N 77 deg. 47' E 2629 feet to a point in a fence and being on the East line of said Section 23;

THENCE S 12 deg. 13' E 100 feet to the point of beginning, and containing 6.04 acres of land, more or less.

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE,  
ROLLING PLAINS EV STATIONS, LLC AND LANCIUM LLC**

This Municipal Services Agreement (“Agreement”) is entered into on this the 21<sup>st</sup> day of March, 2022, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, (“City”) and Rolling Plains EV Stations, LLC and Lancium LLC (“Owners”).

**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 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

**WHEREAS**, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Owners own certain parcels of land situated in Taylor County, Texas, which consist of approximately 783.03 acres of land in the City’s extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference (“Property”);

**WHEREAS**, Owners have filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated March 8, 2022;

**WHEREAS**, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the annexation and execution of this Agreement are subject to approval by the City Council; and

**NOW THEREFORE**, in exchange for mutual covenants, conditions and promises contained herein, the City and Owners agree as follows:

**1. PROPERTY**

This Agreement is applicable to the Property described in Exhibit A.

**2. INTENT**

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

**3. MUNICIPAL SERVICES**

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services”

includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City’s Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owners understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

## **5. AUTHORITY**

City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

## **6. SEVERABILITY**

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

## **7. INTERPRETATION**

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

## **8. VENUE, CHOICE OF LAW AND INTERPRETATION**

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

## **9. NO WAIVER**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

## **10. GOVERNMENTAL POWERS**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**11. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

**12. SECTIONS AND OTHER HEADINGS**

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

**12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

**CITY OF ABILENE**

**ROLLING PLAINS EV STATIONS, LLC**

By: Robert Hanna

By:  Lloyd Geisler

Title: City Manager

Title: Director of Resource Procurement

Address: 9950 Woodloch Forest Drive, Suite 1700, The Woodlands, TX 77380

Phone Number: 724-591-0714

ATTEST:

LANCIUM, LLC

\_\_\_\_\_  
City Secretary

By: 

Title: EVP- Operations

Address: 9950 Woodloch Forest Drive

The Woodlands, Texas 77380

Phone Number: 833-526-2486

## Exhibit A

### Tract 1:

Being 285.90 acres out of Sections 53 and 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

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Thence N88°48'52"W 4661.40 feet along the SBL of said 1042.26 acre tract to a 3/8" rebar found on the EBL of a 3.91 acre tract recorded as Second Tract in Volume 511, Page 371, Deed Records, Taylor County, Texas at the northwest corner of Section 24, W.W. Sills Survey, Taylor County, Texas and the northwest corner of said 18.33 acre tract for the most southerly southwest corner of this tract;

Thence N1°28'E 150.0 feet to a 1/2" rebar found at the northeast corner of said 3.91 acre tract and the east corner of a 0.334 acre tract recorded in Volume 3072, Page 223, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N88°55'25"W 158.79 feet to a 3/8" rebar set on the NBL of said 0.334 acre tract for most westerly southwest corner of this tract;

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Thence N12°47'37"W 920.86 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N77°08'36"E 1380.96 feet to a 3/8" rebar found for an interior corner of this tract;

Thence N23°44'34"E 1003.12 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404 (right-of-way Varies) for the most northerly northwest corner of this tract;

Thence S65°27'18"E 155.02 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found at the northwest corner of a 4.02 acre tract (no deed found of record);

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Thence to 3/8" rebar found as follows:

N71°52'45"E 1960.50 feet;

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N48°27'56"E 60.08 feet;

N36°51'E 68.07 feet;

Thence N30°00'40"E 80.76 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404;

Thence S59°22'27"E 1032.68 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found on the EBL of said Section 54 for the northeast corner of this tract;

Thence S0°36'51"W 2346.17 feet along the EBL of said Section 54 to the place of beginning and containing 285.90 acres of land.

**Tract 2:**

Being 191.18 acres out of Section 55, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 1/2" rebar found at the northeast corner said Section 55 and the northeast corner of said 222.18 acre tract for the northeast corner of this tract;

THENCE S0°40'23"W 2678.52 feet to a point on the NBL of Section 25, Robert Turner Survey, Taylor County, Texas at the most easterly southeast corner of said Section 55 and the most easterly southeast corner of said 212.18 acre tract for the most easterly southeast corner of this tract, whence a 3/8" rebar found bears S0°40'23"W 0.7 feet;

Thence N88°59'W 1130.03 feet along the SBL of said Section 55 to a 3/8" rebar found at the northwest corner of said Section 25 for an interior corner of this tract;

Thence S1°02'08"W 126.50 feet to a point in an ell corner of Spinks Road on the EBL of said Section 55 for the most southerly southeast corner of this tract, whence a 3/8" rebar found bears S52°48'E 18.9 feet;



Thence N89°29'41"W 1222.50 feet to a point in Spinks Road for the most southerly southwest corner of a 31.0 acre tract recorded in Instrument No. 2020-1334, Official Public Records, Taylor County, Texas for the most southerly southwest corner of this tract;

Thence North at 30 feet pass a 3/8" rebar found on the north side of Spinks Road and continue along for a total distance of 775.49 feet to a 3/8" rebar found at the northeast corner of said 31.0 acres tract for an interior corner of this tract;

Thence N89°29'41"W at 1796.95 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 1827.75 feet to a point in said Road for the northwest corner of said 31.0 acre tract for the most westerly southwest corner of this tract;

Thence N12°32'04"W 1059.02 feet along the WBL of said 212.18 acre tract to a 60-d nail found in Spinks Road for the northwest corner of said Section 55, the northwest corner of said 222.18 acre tract and the northwest corner of this tract;

Thence N77°57'E along the NBL of said Section 55 and the NBL of said 222.18 acre tract at 16.7 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 4543.67 feet to the place of beginning and containing 191.18 acres of land.

### **Tract 3:**

Being 305.95 acres out of Section 24, W.W.SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a point at the most easterly southeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the northeast corner of this tract, whence a 3/8" rebar bears N88°48'52"W 0.36 feet and a 1/2" rebar found on the NBL of said Section 24 at the southeast corner of Section 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas bears N0°36'51"E 100.10 feet;

Thence S0°36'51"W 2899.73 feet to a point on the SBL of said Section 24 for the southeast corner of this tract, whence a 1/4" pipe found bears S0°36'51"W 1.72 feet;

Thence N88°59'W 4589.17 feet along the SBL of said Section 24 to a point at the most southerly southeast corner of said 18.33 acre tract for the southwest corner of this tract, whence a 3/8" rebar found bears S0°45'32"W 0.34 feet;

Thence N0°45'32"E 2913.05 feet to a 3/8" rebar set for the northeast corner of this tract;

Thence S88°48'52"E 4581.94 feet to the place of beginning and containing 305.95 acres of land.

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE  
AND AEP TEXAS INC.**

This Municipal Services Agreement (“Agreement”) is entered into on this the 4th day of March, 2022, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, (“City”) and AEP Texas Inc. (“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 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

**WHEREAS**, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Owner owns certain parcels of land situated in Taylor County, Texas, which consist of approximately 38.19 acres of land in the City’s extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference (“Property”);

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated February 8, 2022;

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the annexation and execution of this Agreement are subject to approval by the City Council; and

**NOW THEREFORE**, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

**1. PROPERTY**

This Agreement is applicable to the Property described in Exhibit A.

**2. INTENT**

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

**3. MUNICIPAL SERVICES**

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

## **5. AUTHORITY**

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

## **6. SEVERABILITY**

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

## **7. INTERPRETATION**

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

## **8. VENUE, CHOICE OF LAW AND INTERPRETATION**

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

## **9. NO WAIVER**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**10. GOVERNMENTAL POWERS**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**11. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

**12. SECTIONS AND OTHER HEADINGS**

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

**12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

**CITY OF ABILENE**

By: Robert Hanna

Robert Hanna

Title: City Manager

Address: 555 Walnut St.  
Abilene, TX 79601

Phone Number: 325-676-6201

**OWNER**

By: Greg Blair

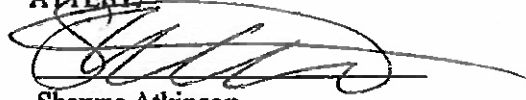
Greg Blair

Title: Mgr, Comm Affairs and Cust Svc

Address: 910 Energy Dr.  
Abilene, TX 79602

Phone Number: 325-674-7422

**ATTEST:**



Shawna Atkinson  
City Secretary

**ATTEST: (If Corporation)**

\_\_\_\_\_  
Corporation's Secretary

\_\_\_\_\_  
Corporate Seal (if available)

**APPROVED:**



Stanley Smith  
City Attorney



**Tract 1:**

Being out of and a part of Section 53, T&P Railroad Company Block 16, Taylor County, Texas;

BEGINNING at the SW corner of said Section 53, for the SW corner of this tract;

THENCE N 12° 13' W 100 feet to a point for the NW corner of this tract;

THENCE N 77° 47' E 1562 feet to a point for the NE corner of this tract;

THENCE S 12° 13' E 100 feet to a point on the South line of said Section 53, for the SE corner of this tract, from which point the SE corner of said Section 53 bears N 77° 47' E;

THENCE S 77° 47' E 1562 feet to the Place of Beginning , and containing 3.59 acres of land more or less.

**Tract 2:**

Being out of and a part of Section 53, T&P Railroad Company, Block 16, Taylor County, Texas;

BEGINNING at the SE corner of said Section 53, for the SE corner of this tract;

THENCE S 77° 47' W 336 feet to a point for the SW corner of this tract, at the SE corner of a 3.59 West Texas Utilities Co. R.O.W. tract;

THENCE N 12° 13' W 100 feet to the point for corner;

THENCE N 0° 56' E 381.3 feet to a point for the NW corner of this tract;

THENCE N 77° 47' E 362.5 feet to a point for the NE corner of this tract;

THENCE S 0° 56' W at 150 feet the NW corner of Section 24, continuing a total distance of 484.6 feet to the PLACE OF BEGINNING and containing 3.91 acres of land more or less.

**Tract 3:**

Being 18.33 acres out of land out of Subdivision 5, A.F. McDonald Subdivision of the W.W. Sills Surveys 23 & 24, and being the same tract of land deeded to West Texas Utilities Company, called a 17.98 acres tract and recorded in Volume 211, Page 277, Deed Records, Taylor County Texas, and described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod, found, for the NE corner of this tract, same being the original NE corner of the C.M. Caldwell 323 acre tract and the NE corner of said Subdivision 5;

THENCE S 0° 31' 30" E 143.2 feet with the east boundary line of said Subdivision 5 to a 3/8" iron rod, set, for the most easterly SE corner of this tract;

THENCE N 89° 55' 30" W 4582.22 feet to a 3/8" iron rod, set, for an interior corner of this tract, said point being 100 feet S 0° 28' E and 80 feet N 89° 37' 30" E of the NW corner of said C.M. Caldwell Tract;

THENCE S 0° 22' 30" E 2915.81 feet to a 3/8" iron rod, set, for the most southerly SE corner of this tract on the south boundary line of said Survey 24 and the north boundary line of the R. Turner Survey No. 25;

THENCE S 89° 53' 40" W 80.09 feet with the south boundary line of said Survey 24 and the south boundary line of the C.M. Caldwell Tract, to a point from which a 3/8" iron rod, found, bears S 0° 22' 30" E 1.01 feet for the SW corner of this tract, same being the original SW corner of said Survey 24 and a corner of Section 55, Block 16, T&P R.R. Company Survey;

THENCE S 0° 22' 30" W 3015.30 feet with the west boundary line of said Survey 24, same being the east boundary line of said Section 55 to a 1/2" iron rod, found, for the NW corner of said Survey 24 and the NW corner of said C.M. Caldwell Tract;

THENCE S 89° 32' E 4661.71 feet with the north boundary line of said Survey 24 and the north boundary line of said C.M. Caldwell Tract to the POINT OF BEGINNING, and containing 18.33 acres of land, more or less.

**Tract 4:**

Being a strip or parcel of land out of Survey 54, Block 16, T&P RR Co. Survey, Taylor County, Texas, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point in an existing fence line, the occupied West boundary line of said Survey 54 and the occupied East boundary line of Survey 53, same Block, from which point a corner fence post set for the Southwest corner of said Survey No. 54 bears S 12 degrees 46' E 235 feet;

THENCE N 12 degrees 46' W with said fence 212 feet to a point;

THENCE N 23 degrees 19' E 574.7 feet to a point in an existing fence line, the occupied South boundary line of a tract of land in the name of R.W. Varner;

THENCE N 69 degrees 47' E with said fence line 172.4 feet to a point for the NE corner of this tract;

THENCE S 23 degrees 19' W 865 feet to the place of beginning and containing 2.07 acres of land, more or less.



**Tract 5:**

Being a strip or parcel of land of Survey 54, Blk. 16, T&P RR Co. Survey and the A. Thompson Survey No. 20, Taylor County, Texas, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point in an existing fence line, the Southwest right-of-way line of F-M Road 2404, the occupied North boundary line of a tract of land in the name of J.R. Sanders and J.L. Blackburn, from which point the Southwest corner of the A. Thompson Survey No. 20 bears S 66 degrees 01' E 16.6 feet and S 0 degrees 03' W 674.2 feet;

THENCE S 66 degrees 01' E with said Southwest right-of-way line at 16.6 feet cross the West line of said Thompson Survey, a total distance of 125 feet to a point for the NE corner of this tract;

THENCE S 23 degrees 19' W at 250.8 feet cross the West line of said Thompson Survey, a total distance of 1549.7 feet to a point in an existing fence line, the occupied East boundary line of a tract of land in the name of Dr. R.W. Varner;

THENCE N 19 degrees 11' W with said fence line 185 feet to a point for the SW corner of this tract;

THENCE N 23 degrees 19' E 1414.8 feet to the place of beginning and containing 4.25 acres of land, more or less, of which 0.31 acres are out of said Thompson Survey No. 20 and 3.94 acres are out of Survey No. 54. Block 16, T&P RR Co.

**Tract 6:**

All that certain lot, tract or parcel of land, being out of and a part of Section 23, Block 16, T&P R.R. Co. Survey, situated in Taylor County, Texas, and described by metes and bounds as follows, to wit:

Beginning at a 6" corner post, the SE corner of said Section 23, for the SE corner of this tract;

THENCE S 77 deg. 47' W with the South line of Section 23, 2629 feet to a point in the East boundary line of a public road, and being the SW corner of this tract;

THENCE N 12 deg. 13' W 100 feet to a point;

THENCE N 77 deg. 47' E 2629 feet to a point in a fence and being on the East line of said Section 23;

THENCE S 12 deg. 13' E 100 feet to the point of beginning, and containing 6.04 acres of land, more or less.