

**VOLUNTARY ANNEXATION AGREEMENT BETWEEN**  
**THE CITY OF ANGLETON, TEXAS AND THE ANGLETON**  
**INDEPENDENT SCHOOL DISTRICT**

This voluntary annexation agreement (this "Agreement") effective as of the 26th day of February, 2008 (the "Effective Date"), is made and entered into by and between the City of Angleton, Texas, a "home rule" municipality (the "City") and the Angleton Independent School District, a political subdivision of the State of Texas (the "District").

***WITNESSETH:***

***WHEREAS***, on January 28, 2008, the City received from the District a request for voluntary annexation of certain land more particularly described in the attached "Exhibit A", incorporated herein for all purposes, hereinafter referred to as "the Property;" and

***WHEREAS***, the City is authorized by the Texas Local Government Code and other legislation to enter into annexation agreements to expand the boundaries of the City and provide for infrastructure and services to proposed annexed property; and

***WHEREAS***, both parties are governmental entities responsible to the taxpayers to cooperate and provide services to their constituents to ensure the public purpose of each entity is carried out in the most efficient manner;

***NOW THEREFORE***, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the parties agree as follows:

1. Conditioned upon the approval and execution of this agreement, the property shall be considered for annexation by Ordinance at the February 26, 2008 regular meeting of the City Council.
2. The **infrastructure requirements** and the respective rights and obligations of the parties are set forth in this agreement as follows:

**A) Water:**

In order to provide optimal fire protection to the District's new high school facility being planned for the Property, the parties agree to have a two (2) source "looped" water system serving the Angleton High School campus. This connection will consist of a 12" line from the Henderson Rd main, and a 16" main extension from SH

Business 288 and FM 523 to the west side of the new site. For purposes of this agreement, the water system will be classified into two portions: (1) the Henderson Road connection and (2) the FM 523 connection. The cost of the Henderson Road connection shall be the sole expense of the District.

As to the portion of extension of the 12" line from Henderson: If fire flow is sufficient, in conjunction with the FM 523 connection, to serve this Property as well as the 114 acres identified below and the area east of the new school campus to Hwy 35, City will allow District to connect to the existing 12" line in the Downing Road easement NW of the current high school for extension along the roadway to the new stadium and new high school. If District cannot meet these requirements then District must extend the 12" main all the way from Henderson to the new high school.

As to the portion of extension of the water system from the main connection on FM 523 to the west side of the school property: The initial extension of the 16" line will be at District's expense. City agrees to use all legal means to collect 100% of District's costs of this extension and reimburse District all sums when collected. City will determine, implement and enforce the best method available to City to realize assessment and collection of these costs from other developers in the "service area" more particularly described in "Exhibit B" (incorporated herein by reference for all purposes), encompassing 114 acres of privately-owned, vacant properties. The actual cost of this portion of the water system will be determined upon completion of same and acceptance by City into City's water system. That cost will be divided by 114 and then that amount will be assessed per acre to developers in the service area as the properties therein are developed. Said assessment/fee will be assessed to each such developer when each connection to that main is made. Five (5) years after acceptance in the City system, City will increase the assessment according to the Construction Price Index (CPI) for each additional year, up to 20%. Payment of all such assessments/fees, including CPI adjustments, will be sent to District when collected by City as reimbursement of costs of this portion of the water system. Once accepted into the City system, City will maintain all main/lines that are in city/state ROW and in dedicated City easements. District will dedicate by plat or granting instrument necessary water-line easements for these purposes, including the maintenance of same. District is responsible for maintenance of non-main distribution lines on its property that are not in such easements.

The parties acknowledge that as development occurs east of the school property, there will be a need for City and/or subsequent developer(s) to extend said 16" line; therefore District agrees to grant to City any easement necessary for any future extension of said line further along FM 523 and/or across the school property to the easterly border of said property.

## **B) Sewer:**

District will be responsible for constructing to City's requirements a lift station that will service the property. The lift station will be funded by District and built on District's property. District, at its expense, will also run a main to the City designated collection point. Once accepted into the City system, the lift station and sewer line from the lift station to the collection point will be maintained and operated by City. District will deed or dedicate a 25' x 50' tract of land that that will include the land where the lift station is located, said tract to be at a mutually agreeable location on the property, SE of the planned school building and near the 90 degree arc of the Rancho Isabella Ditch. Since this lift station benefits District's property only, District will be solely responsible for the costs of construction of same. District will dedicate by plat or granting instrument necessary easements for these purposes, including the maintenance of same, the access point and the access road to the lift station tract.

City agrees to assist District in securing any easements required for sewer lines. District will be responsible for any and all cost for new easements across private property, if necessary, as well as all costs of installing the sewer line.

#### **C) Retention/Detention:**

District will provide onsite retention/detention for the new campus and stadium to be located on the property. Said retention/detention shall meet City's technical specifications as established by the city engineer, Baker and Lawson. Since this onsite retention/detention benefits District's property only, District will be solely responsible for the costs of construction of same and will be solely responsible for all future maintenance.

#### **D) Public Roadways**

The parties shall cooperate in the construction and financing of the extension of public roadways along and through the western side of the property. District agrees to provide new right-of-way within its boundaries and to contribute \$1,100,000.00 to the cost of design and construction of said public roadway/sidewalks and accoutrements (streetlights, safety barriers, etc.) for both vehicular traffic and pedestrian traffic from Henderson Road to FM 523, the overall budgeted cost of which is agreed to be \$2,000,000.00. The City agrees to contribute \$900,000.00 for its share of the overall budgeted cost of the project. Project design will be performed by the city engineer, Baker and Lawson, whose detailed design shall constitute the agreed scope of work for construction of said roadway/sidewalks and accoutrements (the "roadway"). Said design will be approved by both City and District and construction shall be the responsibility of District, unless the parties agree that City can complete the project in a more timely or cost efficient manner. Connections to existing City roadways from

District property will be at points mutually agreeable by the parties. The safety of District's students and City residents shall be the first and foremost priority for all cooperative designs and connections.

In the event that the actual or projected cost of the roadway project exceeds \$2,000,000.00, District and City will contribute equally in the additional cost up to \$100,000.00 each for cost overruns; in event of additional cost overruns beyond the parties' combined maximum overall cost commitment of \$2,200,000.00, the parties will agree to redesign the roadway to meet or relieve the financial obligation of the excess costs. The redesign cannot adversely impact the safety of the pedestrian traffic, or the intended use of the agreed roadway. In the event the actual costs are less than \$2,000,000.00, District and City will share the savings proportionally based on each party's total contribution to the roadway project.

If either party requests modification to the roadway plans or specifications, both parties must agree in writing prior to the changes being made. Funding of the changes must be agreed to in writing prior to the changes being made. Necessary or desirable decisions, approvals, and agreements to be made by and between the parties during the course of planning and construction of the roadway project may be reached in binding manner without necessity of further action by either party's governing body, by and through their respective party representatives, who shall be the City Manager and Mayor (or Mayor's designee) acting together on behalf of the City, and the Superintendent of Schools and the Board President (or President's designee) acting together on behalf of the District, provided all such actions be commemorated in writing and signed by such representatives.

Once the roadway is completed, City will be responsible for maintenance and operation to the same standard as is typical for other streets and streetlights in Angleton, other than lighted bollards, if any. District will dedicate by plat or granting instrument necessary easements for such roadway purposes, including the maintenance of same.

3. The property will be zoned C-2 upon annexation into the City and will not require further action by City, its Planning and Zoning Commission or the District.
4. City, or its designee, will provide police, fire and emergency medical services by public/private entities. The current police provider is the Angleton Police Department. The current fire provider is the Angleton Volunteer Fire Department. The current emergency medical services provider is the Angleton Area Emergency Medical Corps.

5. This agreement constitutes the entire agreement of the parties and may only be amended or modified by written mutual agreement of the parties. No representations other than those contained herein are to be considered as binding on the parties.
6. This agreement is binding on the successors and assigns of the parties.
7. To the extent that this agreement may be construed as an “interlocal” agreement between two governmental entities, said construction is hereby presumed.
8. The parties guarantee that the undersigned representatives of the parties has the authority to bind the respective entities and this agreement has been approved the District Board of Trustees and the City Council.

***WITNESS OUR HANDS ON THE DATES DESIGNATED BELOW TO BE EFFECTIVE ON THE DATE AN ANNEXATION ORDINANCE IS ADOPTED BY THE CITY; THIS AGREEMENT IS NULL AND VOID UNLESS APPROVED BY THE ENTITIES AND IS ALSO NULL AND VOID IF EITHER PARTY WITHDRAWS ITS CONSENT PRIOR TO THE ADOPTION OF THE ANNEXATION ORDINANCE.***

***ANGLETON INDEPENDENT SCHOOL DISTRICT  
“DISTRICT”***

***BY: \_\_\_\_\_  
STEVE HAZLEWOOD, Board President***

***DATE: \_\_\_\_\_***

**ATTEST:**

\_\_\_\_\_  
**PELLA VASUT, BOARD SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**MARK NEAL, BOARD ATTORNEY**

**CITY OF ANGLETON, TEXAS  
"CITY"**

**BY: \_\_\_\_\_  
J. PATRICK HENRY, MAYOR**

**DATE: \_\_\_\_\_**

**ATTEST:**

\_\_\_\_\_  
**AMANDA DAVENPORT  
CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CHRISTOPHER DUNCAN  
ATTORNEY for CITY OF ANGLETON**