

AGREEMENT FOR THE PROVISION OF SERVICES

(Pursuant to Tex. Local Gov't Code §43.0672)

Date: March 5, 2024

Owner: City of San Marcos, Texas, a home rule municipal corporation, 630 East Hopkins Street, San Marcos, Texas 78666

City: City of San Marcos, Texas, a home rule municipal corporation, 630 East Hopkins Street, San Marcos, Texas 78666

Property: As described in Exhibit A.

1. The Owner has petitioned the City and the City has elected to annex the Property into the corporate limits of the City. Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City enter this agreement (the "Agreement") for the provision of services to the Property when annexed.

2. By this Agreement, the Owner affirms its consent to such annexation of the Property by the City and that Owner does not wish to enter into and has declined the offer from the City of a development agreement under Sections 43.016 and 212.172 of the Texas Local Government Code

3. In consideration of the mutual benefits to the Owner and the City arising from the annexation of the Property, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the City enter into this Agreement and agree that services to the Property will be provided as described in Exhibit B.

4. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

5. If any word, phrase, clause, sentence, or paragraph of this Agreement is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this Agreement will continue in force if they can be given effect without the invalid portion.

6. This Agreement shall be binding upon Owner, and Owner's heirs, successors and assigns, and all future owners of all or any portion of the Property.

7. This Agreement will become effective as of the date an ordinance annexing the Property is finally passed, approved, and adopted by the City's city council (the Effective Date).

[SIGNATURES ON NEXT PAGE]

CITY:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HAYS §

 This instrument was acknowledged before me on _____, 20____, by
_____, _____ of the City of San Marcos, in such capacity, on
behalf of said municipality.

Notary Public, State of Texas

OWNER:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by
_____, _____ of _____ in such
capacity on behalf of said entity.

Notary Public, State of _____

EXHIBIT A



**EAGLE
LAND
SURVEYING**

P.O Box 2264 Wimberley, Texas 78676 (512) 847-1079 Fax: (512) 847-8522

August 31, 2021

FIELD NOTES DESCRIBING 176.5 ACRES OF LAND, MORE OR LESS, OUT OF THE J.M. VERAMENDI SURVEY, No. 2, (133.3 ACRES), AND THE THOS. G. McGEHEE SURVEY (43.2 ACRES), BOTH IN HAYS COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED 204.44 ACRES, LESS AND EXCEPT THOSE TRACTS OF LAND CALLED, 28.82 ACRES, 15,500 SQUARE FEET, 0.21 ACRES AND 0.044 ACRES, ALL AS DESCRIBED AND RECORDED IN VOLUME 2839, PAGE 356, HAYS COUNTY OFFICIAL PUBLIC RECORDS, SAID 176.5 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a ½" iron pin found at the South corner of Lot 1, QUAIL HOLLOW, a subdivision in Hays County, according to the map or plat thereof recorded in Volume 1, Page 369, Hays County Plat Records, being on the Northwest right-of-way line of Highway 21, said point being the East corner of the herein described 176.5 acres, and the POINT OF BEGINNING for this description;

THENCE, S 52°00'12" W, with the Northwest right-of-way line of Highway 21, a distance of 1,774.29 feet to a ½" iron pin set, with a red plastic cap, marked "EAGLE SURVEYING", being on the North line of a 100 foot wide railroad right-of-way, marking the South corner of the herein described 176.5 acres;

THENCE, N 75°02'38" W, with the North line of the railroad right-of-way, a distance of 3,416.00 feet to a point in the approximate centerline of the Blanco River, for the Southwest corner of the herein described 176.5 acres;

THENCE, with the approximate centerline of the Blanco River, the following three (3) courses,

- 1.) N 01°02'22" E, a distance of 505.00 feet to an angle point;
- 2.) N 41°37'22" E, a distance of 428.00 feet to an angle point;
- 3.) N 73°42'22" E, a distance of 422.24 feet to an angle point, being on the West line of the aforementioned 0.044 acre tract;

THENCE, S 16°49'28" E, with the West line of the 0.044 acres, a distance 8.62 feet to a point for the Southwest corner of the 0.044 acres, being an angle point in the Northwest line of the herein described 176.5 acres;

THENCE, N 55°29'08" E, with the South line of the 0.044 acres, a distance 66.44 feet to a point for the Southeast corner of the 0.044 acres, being a point on the West line of the aforementioned 0.21 acre tract, being an angle point in the Northwest line of the herein described 176.5 acres;

THENCE, S 16°47'54" E, with the West line of the 0.21 acres, a distance 35.45 feet to a point for the Southwest corner of the 0.21 acres, being an angle point in the Northwest line of the herein described 176.5 acres;

THENCE, N 78°32'12" E, with the South line of the 0.21 acres, a distance 118.49 feet to a point for the Southeast corner of the 0.21 acres, being the most Westerly corner of Lot 1, RIVER RUN, a subdivision in Hays County, according to the map or plat thereof recorded in Volume 1, Page 361, Hays County Plat Records, being an angle point in the Northwest line of the herein described 176.5 acres, from which point a 1-1/2" iron pipe found at the Southeast corner of Lot 6 of S.A. MAJORS SUBDIVISION No. 1, a subdivision in Hays County, according to the map or plat thereof recorded in Volume 141, Page 609, Hays County Deed Records, bears N 51°41'32" E a distance of 111.23 feet;



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P.O Box 2264 Wimberley, Texas 78676 (512) 847-1079 Fax: (512) 847-8522

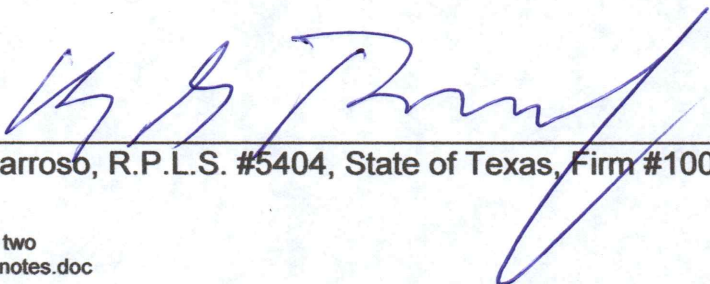
THENCE, S 46°44'42" E, with the Southwest line of the aforementioned Lot 1, a distance of 168.28 feet to a point for the most Southerly corner of Lot 1, being an angle point in the Northwest line of the herein described 176.5 acres;

THENCE, with the Southeast lines of Lots 1-15, inclusive, of RIVER RUN, being the approximate centerline of the Blanco River, the following seven (7) courses,

- 4.) N 66°33'54" E, a distance of 68.09 feet to an angle point;
- 5.) N 62°21'54" E, a distance of 241.04 feet to an angle point;
- 6.) N 56°42'54" E, a distance of 585.50 feet to an angle point;
- 7.) N 59°55'54" E, a distance of 238.14 feet to an angle point;
- 8.) N 44°17'54" E, a distance of 296.65 feet to an angle point;
- 9.) N 17°22'54" E, a distance of 456.82 feet to an angle point;
- 10.) N 07°05'54" E, a distance of 425.60 feet to a point on the Southwest line of that tract of land called 233.00 acres, as recorded in Volume 5380, Page 103, Hays County Official Public Records, said point being the North corner of the herein described 176.5 acres;

THENCE, S 45°25'07" E, a distance of 2,198.70 feet to a 8" wood post found with a nail, being the West corner of Lot 13 of the aforementioned QUAIL HOLLOW, being an angle point in the Northeast line of the herein described 176.5 acres, passing at 101.70 feet along this course, a 41" diameter Pecan tree found on line and as called for in the original 204.44 acre description;

THENCE, S 45°37'58" E, with the Southwest lines of Lots 1-13, inclusive, of QUAIL HOLLOW, a distance of 1,062.80 feet to the POINT OF BEGINNING, containing 176.5 acres of land, more or less. These field notes accompany a survey, job number 21-046, dated August 31, 2021, by Eagle Land Surveying.


Clyde Barroso, R.P.L.S. #5404, State of Texas, Firm #10079300

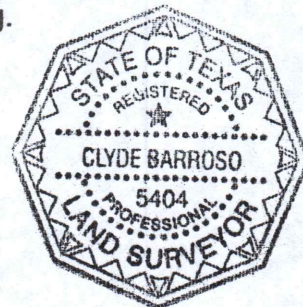


EXHIBIT B

When the Property is annexed, services will be provided to the Property as follows:

1. Police Protection

Police services, including patrolling, response to calls and other routine services, will begin on the Effective Date of the annexation using existing personnel and equipment.

2. Fire Protection

Fire protection services, including emergency response calls, will begin on the Effective Date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services

The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection

Solid waste collection services, provided under contract with a private company, will be made available to all properties on the Effective Date of the annexation. Residents of the Property may elect to continue using the services of a private solid waste hauler for a period of two years after the Effective Date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities

a. Water. The Property is located within an area over which the City of San Marcos holds a Certificate of Convenience and Necessity (CCN) for water service. The City will make water service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property.

b. Wastewater. The Property is not covered by a CCN for wastewater service; however, the City of San Marcos has wastewater lines in the vicinity of the Property and agrees to make wastewater service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

6. Construction, Operation and Maintenance of Roads and Streets

As new development occurs within the Property, the Owner(s) of Property will be required to construct streets at the Owner's sole expense in accordance with applicable ordinances of the City.

7. Electric Service

The Property is located within the Pedernales Electric service area. Thus, the City will not provide electric service to the Property.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools

A former golf course, tennis courts, and swimming pool exist on the subject property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the Property. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings, and Services

A former clubhouse, pro shop, and outbuildings exist on the property but are secured by the City due to safety concerns related to the structural integrity of the buildings. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building, and services. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those facilities and services by other citizens of the city.