

**AGREEMENT FOR THE PROVISION OF SERVICES**  
(Pursuant to Tex. Local Gov't Code §43.0672)

**Date:** December 5, 2023

**Owner:** John Haberer, 21120 Forest Waters Circle, Garden Ridge, TX 78266

**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.

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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.

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:**  
John Haberer

\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

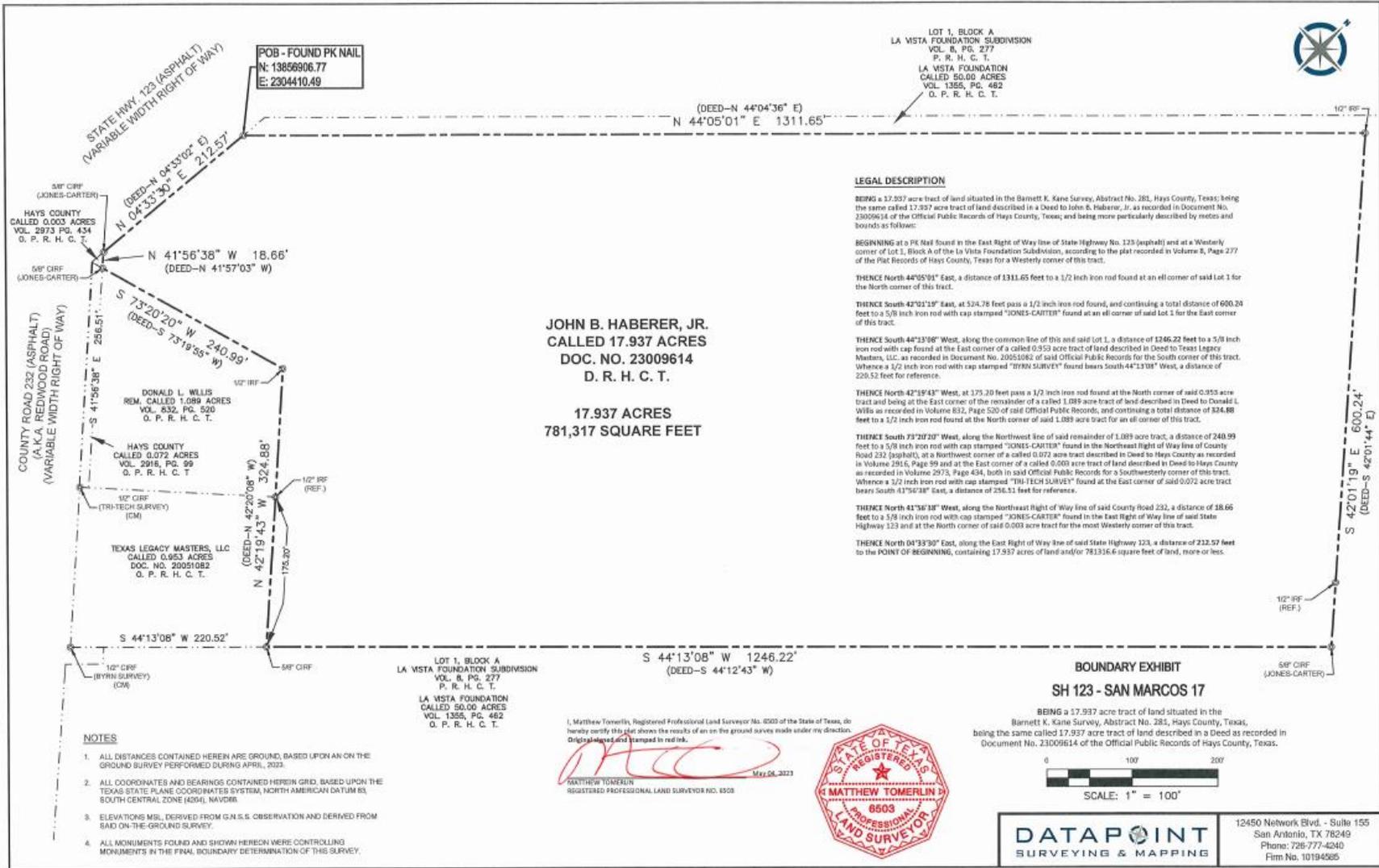
COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

# EXHIBIT A



## LEGAL DESCRIPTION

**BEING** a 17.937 acre tract of land situated in the BARNETT K. KANE SURVEY, ABSTRACT No. 281, Hays County, Texas; being the same called 17.937 acre tract of land described in a Deed to John B. Haberer, Jr. as recorded in Document No. 23009614 of the Official Public Records of Hays County, Texas; and being more particularly described by metes and bounds as follows:

**BEGINNING** at a PK Nail found in the East Right of Way line of State Highway No. 123 (asphalt) and at a Westerly corner of Lot 1, Block A of the La Vista Foundation Subdivision, according to the plat recorded in Volume 8, Page 277 of the Plat Records of Hays County, Texas for a Westerly corner of this tract.

**THENCE North 44°05'01" East**, a distance of **1311.65 feet** to a 1/2 inch iron rod found at an ell corner of said Lot 1 for the North corner of this tract.

**THENCE South 42°01'19" East**, at 524.78 feet pass a 1/2 Inch Iron rod found, and continuing a total distance of **600.24 feet** to a 5/8 inch iron rod with cap stamped "JONES-CARTER" found at an ell corner of said Lot 1 for the East corner of this tract.

**THENCE South 44°13'08" West**, along the common line of this and said Lot 1, a distance of **1246.22 feet** to a 5/8 inch iron rod with cap found at the East corner of a called 0.953 acre tract of land described in Deed to Texas Legacy Masters, LLC. as recorded in Document No. 20051082 of said Official Public Records for the South corner of this tract. Whence a 1/2 inch iron rod with cap stamped "BYRN SURVEY" found bears South 44°13'08" West, a distance of 220.52 feet for reference.

**THENCE North 42°19'43" West**, at 175.20 feet pass a 1/2 inch iron rod found at the North corner of said 0.953 acre tract and being at the East corner of the remainder of a called 1.089 acre tract of land described in Deed to Donald L. Willis as recorded in Volume 832, Page 520 of said Official Public Records, and continuing a total distance of **324.88 feet** to a 1/2 inch iron rod found at the North corner of said 1.089 acre tract for an ell corner of this tract.

**THENCE South 73°20'20" West**, along the Northwest line of said remainder of 1.089 acre tract, a distance of **240.99 feet** to a 5/8 inch iron rod with cap stamped "JONES-CARTER" found in the Northeast Right of Way line of County Road 232 (asphalt), at a Northwest corner of a called 0.072 acre tract described in Deed to Hays County as recorded in Volume 2916, Page 99 and at the East corner of a called 0.003 acre tract of land described in Deed to Hays County as recorded in Volume 2973, Page 434, both in said Official Public Records for a Southwesterly corner of this tract. Whence a 1/2 inch iron rod with cap stamped "TRI-TECH SURVEY" found at the East corner of said 0.072 acre tract bears South 41°56'38" East, a distance of 256.51 feet for reference.

**THENCE North 41°56'38" West**, along the Northeast Right of Way line of said County Road 232, a distance of **18.66 feet** to a 5/8 inch iron rod with cap stamped "JONES-CARTER" found in the East Right of Way line of said State Highway 123 and at the North corner of said 0.003 acre tract for the most Westerly corner of this tract.

**THENCE North 04°33'30" East**, along the East Right of Way line of said State Highway 123, a distance of **212.57 feet** to the POINT OF BEGINNING, containing 17.937 acres of land and/or 781316.6 square feet of land, more or less.

I, Matthew Tomerlin, Registered Professional Land Surveyor No. 6503 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

Date of Signature: May 04, 2023

MATTHEW TOMERLIN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6503  
FIRM REGISTRATION/LICENSE NO. 10194585  
FOR DATAPOINT SURVEYING AND MAPPING  
12450 NETWORK BLVD, SUITE 155  
SAN ANTONIO, TX. 78249  
(726) 777-4240 OFFICE  
(726) 777-4241 FAX



## **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 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 Bluebonnet 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**

No parks, playgrounds, and/or swimming pools currently exist within the 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**

No other public facilities, buildings, or services currently exist within the Property. 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.