

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

**Date:** June 7, 2022

**Owner:** John Maberry, Highlander Real Estate Partners, 2505 Allston Ln., Austin, TX  
78746

**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 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:**

John Maberry, Highlander Real Estate Partners

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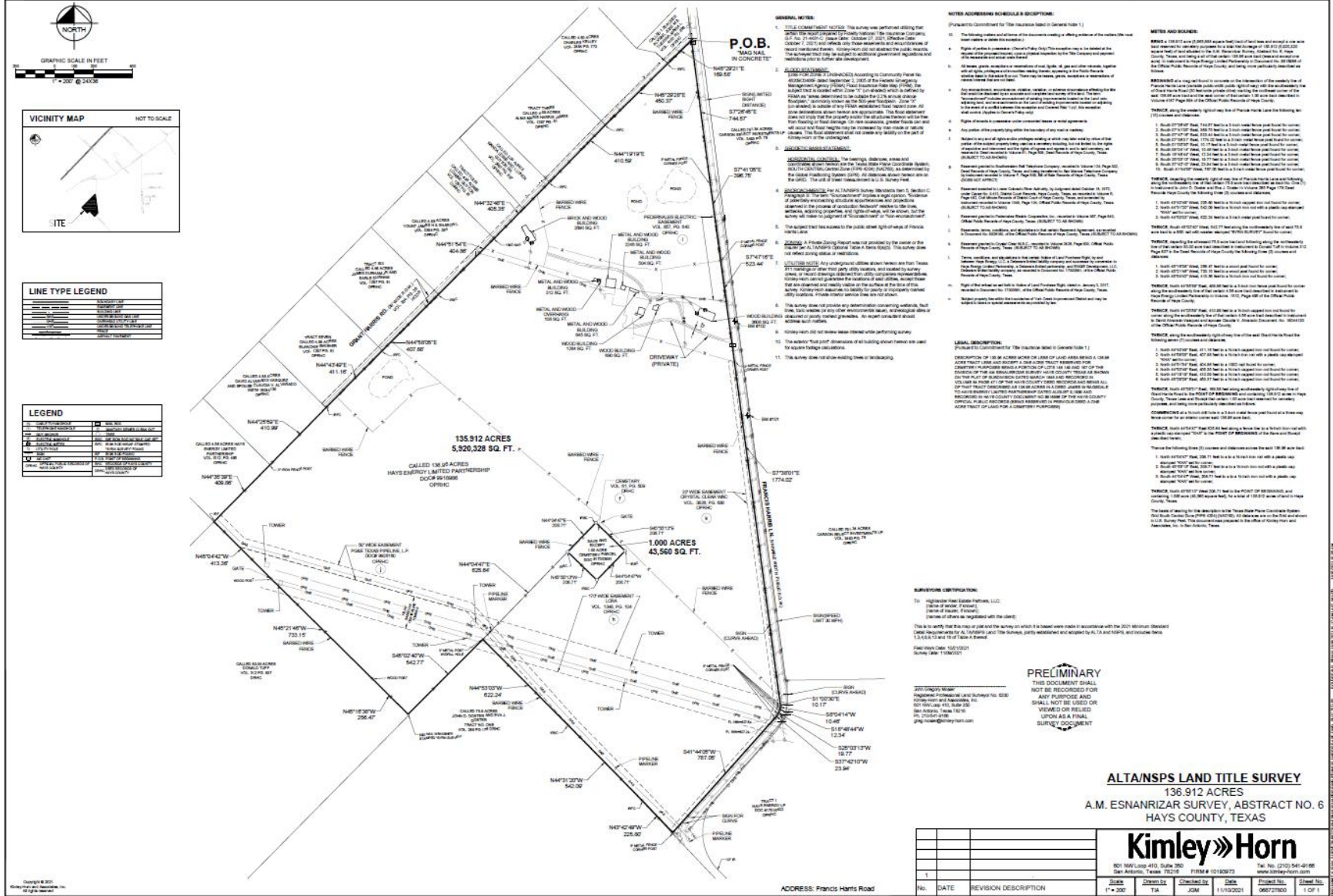
**ACKNOWLEDGMENT**

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



**METES AND BOUNDS:**

**BEING** a 136.912 acre (5,963,888 square feet) tract of land less and except a one acre tract reserved for cemetery purposes for a total Net Acreage of 135.912 (5,920,320 square feet) of land situated in the A.M. Esnanrizar Survey, Abstract No. 6, Hays County, Texas; and being a all of that certain 136.96 acre tract (less and except one acre) in instrument to Hays Energy Limited Partnership in Document No. 9918986 of the Official Public Records of Hays County; and being more particularly described as follows:

**BEGINNING** at a mag nail found in concrete on the intersection of the westerly line of Francis Harris Lane (variable public width public right-of-way) with the southeasterly line of Grant Harris Road (30 feet wide private drive) marking the northeast corner of the said 136.96 acre tract and the east corner of that certain 1.00 acre tract described in Volume 4187 Page 894 of the Official Public Records of Hays County;

**THENCE**, along the westerly right-of-way line of Francis Harris Lane the following ten (10) courses and distances:

1. South 07°26'45" East, 744.57 feet to a 3-inch metal fence post found for corner;
2. South 07°41'05" East, 369.75 feet to a 2-inch metal fence post found for corner;
3. South 07°47'16" East, 523.44 feet to a 3-inch metal fence post found for corner;
4. South 07°38'01" East, 1774.02 feet to a 3-inch metal fence post found for corner;
5. South 01°00'30" East, 10.17 feet to a 3-inch metal fence post found for corner;
6. South 08°04'14" West, 10.46 feet to a 3-inch metal fence post found for corner;
7. South 18°48'44" West, 12.34 feet to a 3-inch metal fence post found for corner;
8. South 25°03'13" West, 19.77 feet to a 3-inch metal fence post found for corner;
9. South 37°42'10" West, 23.94 feet to a 3-inch metal fence post found for corner;
10. South 41°44'05" West, 787.05 feet to a 3-inch metal fence post found for corner;

**THENCE**, departing the westerly right-of-way line of Francis Harris Lane and following along the northeasterly line of that certain 75.9 acre tract described as tract No. One (1) in instrument to John D. Doster and Eva J. Doster In Volume 265 Page 178 Deed Records Hays County the following three (3) courses and distances;

1. North 43°42'49" West, 225.80 feet to a ½-inch capped iron rod found for corner;
2. North 44°31'20" West, 542.09 feet to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 44°53'03" West, 622.24 feet to a 3-inch metal post found for corner;

**THENCE**, South 45°02'40" West, 542.77 feet along the northwesterly line of said 75.9 acre tract to a 60D nail with washer stamped "BYRN SURVEY" found for corner;

**THENCE**, departing the aforesaid 75.9 acre tract and following along the northeasterly line of that certain 50.00 acre tract described in instrument to Donald Tuff in Volume 312 Page 837 in the Deed Records of Hays County the following three (3) courses and distances:

1. North 45°16'38" West, 256.47 feet to a wood post found for corner;
2. North 45°21'46" West, 733.15 feet to a wood post found for corner;
3. North 45°04'42" West, 413.36 feet to a ½-inch iron rod found for corner;

**THENCE**, North 44°35'39" East, 409.86 feet to a 3-inch iron fence post found for corner along the southeasterly line of that certain 4.56 acre tract described in instrument to Hays Energy Limited Partnership in Volume. 1512, Page 495 of the Official Public Records of Hays County;

**THENCE**, North 44°25'59" East, 410.99 feet to a ½-inch capped iron rod found for corner along the southeasterly line of that certain 4.56 acre tract described in instrument to David Alvarado-Vasquez and spouse Claudia V. Alvarado Document. No. 18044130 of the Official Public Records of Hays County;

**THENCE**, along the southeasterly right-of-way line of the said Grant Harris Road the following seven (7) courses and distances;

1. North 44°43'49" East, 411.16 feet to a ½-inch capped iron rod found for corner;
2. North 44°58'05" East, 407.88 feet to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 44°51'54" East, 404.86 feet to a 100D nail found for corner;
4. North 44°32'48" East, 405.35 feet to a ½-inch capped iron rod found for corner;
5. North 44°19'19" East, 410.59 feet to a ½-inch capped iron rod found for corner;
6. North 45°29'28" East, 450.37 feet to a ½-inch capped iron rod found for corner;

**THENCE**, North 45°29'21" East, 169.58 feet along southeasterly right-of-way line of Grant Harris Road to the **POINT OF BEGINNING** and containing 136.912 acres in Hays County, Texas Less and Except that certain 1.00 acre tract reserved for cemetery purposes, and being more particularly described as follows:

**COMMENCING** at a ½-inch drill hole in a 3-inch metal fence post found at a three-way fence corner for an interior corner said 136.96 acre tract;

**THENCE**, North 44°04'47" East 625.64 feet along a fence line to a ½-inch iron rod with a plastic cap stamped "KHA" to the **POINT OF BEGINNING** of the Save and Except described herein;

Thence the following three (3) courses and distances across the said 136.96 acre tract:

1. North 44°04'47" East, 208.71 feet to a to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. South 45°55'13" East, 208.71 feet to a to a ½-inch iron rod with a plastic cap stamped "KHA" set fore corner;
3. South 44°04'47" West, 208.71 feet to a to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;

**THENCE**, North 45°55'13" West 208.71 feet to the **POINT OF BEGINNING**, and containing 1.000 acre (43,560 square feet), for a total of 135.912 acres of land in Hays County, Texas.

The basis of bearing for this description is the Texas State Plane Coordinate System Grid South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

## **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 in the Crystal Clear SUD service area. Thus, the City will not provide water service to the Property.

**b. Wastewater.** The Property is not covered by a CCN for wastewater service; however, the City of San Marcos has wastewater lines adjacent to 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 in the Pedernales Electric Cooperative 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.