

AGREEMENT FOR THE PROVISION OF SERVICES

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

Date: April 2, 2023

Owner: Andrew & Stephanie Reyes, 722 Palomino Lane, 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

METES AND BOUNDS

Being 3.278 acres of land (called 2.699 acres), more or less, out of the T.H.W. Forsith Survey, Abstract No. 173, being all of Lot 14, Section 2, Country Estates, a subdivision in Hays County, Texas, and being that same property described in a Warranty Deed recorded in Volume 2340, Page 212, Official Public Records, Hays County, Texas, said 3.278 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of this 3.278 acres, same being the northwest corner of Martha Millican, 4.331 acres (Volume 1304, Page 653) and on the East Right-of-Way line of Palomino Lane, same also being the **POINT OF BEGINNING**;

THENCE along the East Right-of-Way line of said Palomino Lane the following courses and distances:

North 13 degrees 15 minutes 43 seconds East (called North 13 degrees 48 minutes 20 seconds East), a distance of 123.10 feet to a point for an interior corner of this 3.278 acres;

North 33 degrees 54 minutes 17 seconds West (called North 33 degrees 21 minutes 40 seconds West), a distance of 99.35 feet (called 99.38 feet) to a point for the northwest corner of this 3.278 acres, from which the center of a 7 inch wooden fence post bears South 89 degrees 38 minutes 48 seconds West, a distance of 2.73 feet, same being on the East Right-of-Way line of said Palomino Lane and the southwest corner of Bret R. Lantz et ux, 3.558 acres (Document No. 19006980);

THENCE along the line common to this 3.278 acres and said Lantz 3.558 acres, North 66 degrees 56 minutes 34 seconds East (called North 67 degrees 29 minutes 11 seconds East), a distance of 577.49 feet (called 577.05 feet) to a point for the northeast corner of this 3.278 acres, same being the southeast corner of said Lantz 3.558 acres and on the West line of the City of San Marcos, 248.711 acres (Document No. 18028923);

THENCE along the line common to this 3.278 acres and said City of San Marcos 248.711 acres, South 09 degrees 04 minutes 18 seconds East (called South 08 degrees 31 minutes 41 seconds East), a distance of 320.00 feet to a 1/2 inch iron rod found for the southeast corner of this 3.278 acres, same being an interior corner of said City of San Marcos 248.711 acres and an angle corner of said Millican 4.331 acres;

THENCE along the line common with this 3.278 acres and said Millican 4.331 acres, South 78 degrees 32 minutes 18 seconds West (called South 79 degrees 04 minutes 55 seconds West), a distance of 565.92 feet (called 567.41 feet) to the **POINT OF BEGINNING**, and containing 3.278 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown herein are based on actual GPS observations, Texas State Plane Coordinates, South Central Zone, Grid.



Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
October 31, 2019.



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 not covered by a CCN for water service; however, the City of San Marcos has water lines within approximately 1,000 ft of the Property and agrees to 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. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

b. Wastewater. The Property is not covered by a CCN for wastewater service; however, the City of San Marcos has wastewater lines within approximately 1,200 ft 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 in 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

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.