

## **AGREEMENT FOR THE PROVISION OF SERVICES**

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

**Date:** September 3, 2019

**Owner:** Three Rivers Development, LLC, 301 Main Plaza Ste 385, New Braunfels TX 78130

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

**Property:** As described in A, attached hereto and made a part hereof.

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**1.** The Owner has petitioned the City and the City wishes to annex the Property into the corporate limits of the City. By this agreement the Owner reaffirms its consent to such annexation of the Property by the City and that, in accordance with Tex. Local Gov't Code §43.016, the Owner has rejected the offer of a development agreement from the City.

**2.** Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City must enter into a written agreement for the provision of services to the Property if the Property is annexed.

**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 agree that services to the Property will be provided as described in Exhibit B.

**4.** 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.

**5.** This agreement is subject to adoption by the San Marcos City Council of an ordinance annexing the Property and shall not be recorded unless such an ordinance is adopted.

[SIGNATURES ON NEXT PAGE]

EXECUTED to be effective as of the date first written above.

**OWNER:**

**CITY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by  
\_\_\_\_\_.

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

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, in such capacity, on  
behalf of said entity.

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

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
Bert Lumbreras, City Manager of the City of San Marcos, in such capacity, on behalf of said  
municipality.

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

## **EXHIBIT A**

## **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**

Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. 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 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 expenses in accordance with applicable ordinances of the City.

## **7. Electric Service**

The property is located in the Bluebonnet 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.