

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

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

**Date:** January 21, 2020

**Owner:** LCSM Ph. 1-2, LLC, 303 Colorado Street, Suite 2300, Austin, TX 78701

**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 LCSM PH. 1-2, LLC, a Texas Limited Liability Company:**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

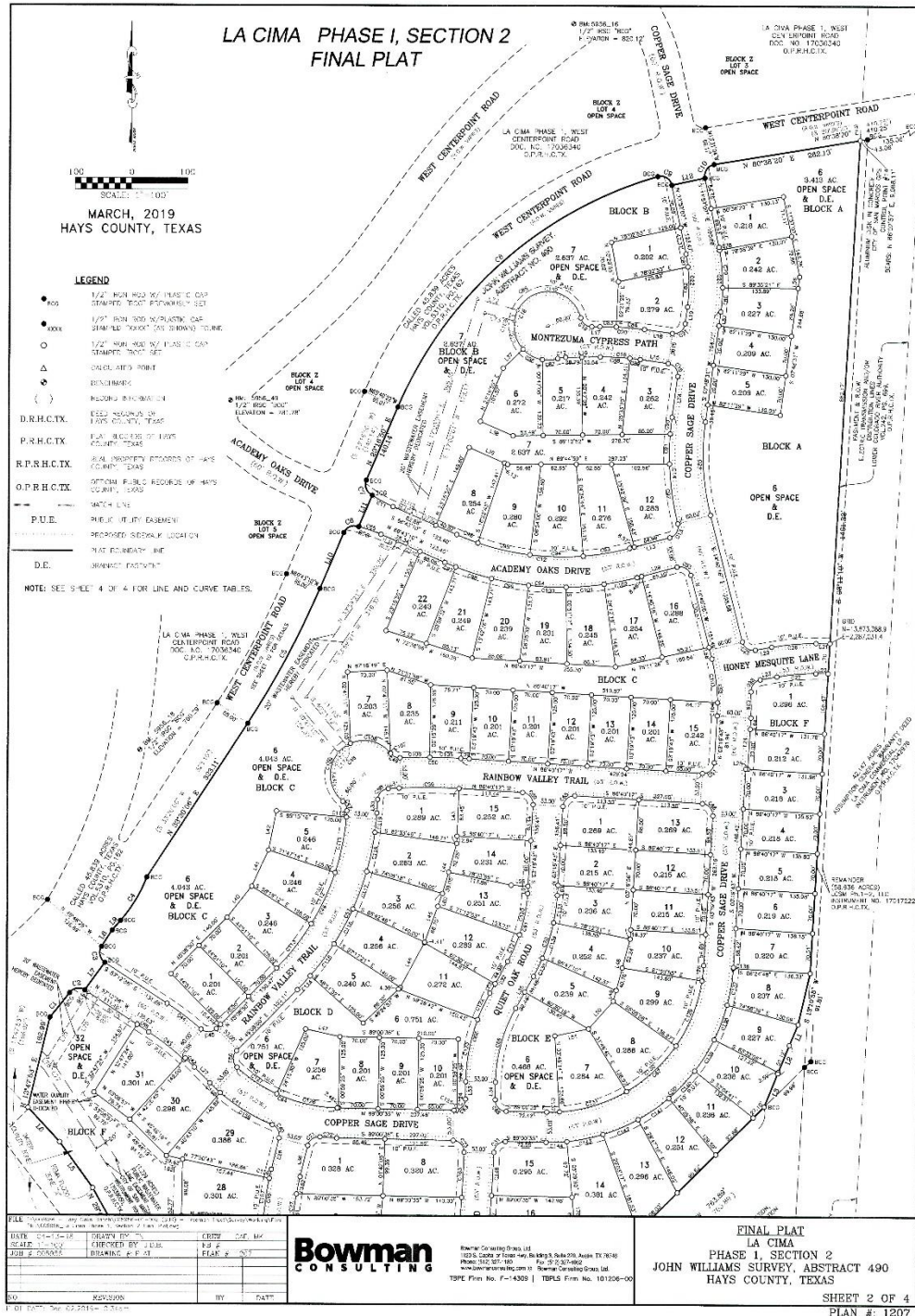
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COUNTY OF \_\_\_\_\_ §

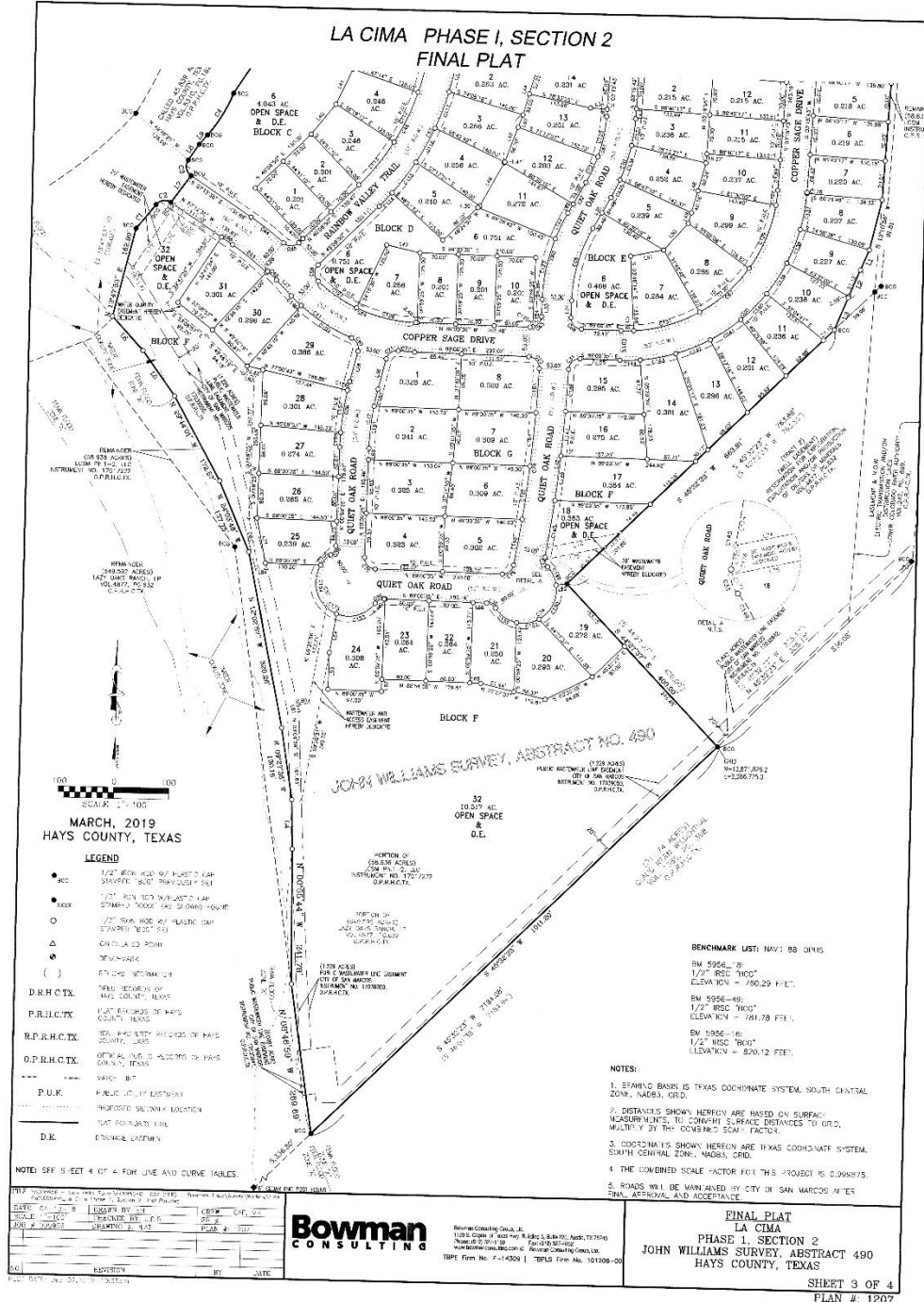
This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ in such  
capacity on behalf of said entity.

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

# EXHIBIT A



# LA CIMA PHASE I, SECTION 2 FINAL PLAT



**Bowman**  
CONSULTING

Bowman Consulting Group, LLC  
10000 Highway 100, Suite 100, Austin, TX 78758  
Phone: (512) 331-1000  
www.bowmanconsulting.com  
TSP# Firm No. 1-14308 | TSP# Firm No. 101008-00

**FINAL PLAT**  
**LA CIMA**  
**PHASE I, SECTION 2**  
**JOHN WILLIAMS SURVEY, ABSTRACT 490**  
**HAYS COUNTY, TEXAS**

**SHEET 3 OF 4**  
**PLAN #: 1207**

CURVE TABLE					
CURVE #	RADIUS	ARC DISTANCE	CORR BEARING	CHORD DISTANCE	
C30	450.00	23.61	1 50°30'57"	23.90	
C40	480.00	30.61	1 51°20'48"	31.20	
C50	440.00	108.72	1 58°21'34"	109.51	
C55	472.50	94.82	1 58°27'39"	95.25	
C56	412.50	54.88	1 56°50'57"	55.32	
C57	424.50	54.86	1 56°52'12"	55.30	
C58	472.50	94.88	1 58°28'12"	95.32	
C59	526.50	116.87	1 59°33'45"	117.03	
C68	526.50	98.92	1 57°35'58"	100.87	
C69	516.50	96.92	1 57°55'52"	100.87	
C70	516.50	96.92	1 58°15'47"	100.87	
C71	526.50	116.87	1 59°33'45"	117.03	
C72	526.50	116.87	1 59°33'45"	117.03	
C73	526.50	116.87	1 59°33'45"	117.03	
C74	526.50	116.87	1 59°33'45"	117.03	
C75	526.50	116.87	1 59°33'45"	117.03	
C76	526.50	116.87	1 59°33'45"	117.03	
C77	526.50	116.87	1 59°33'45"	117.03	
C78	526.50	116.87	1 59°33'45"	117.03	
C79	526.50	116.87	1 59°33'45"	117.03	
C80	526.50	116.87	1 59°33'45"	117.03	
C81	526.50	116.87	1 59°33'45"	117.03	
C82	526.50	116.87	1 59°33'45"	117.03	
C83	526.50	116.87	1 59°33'45"	117.03	
C84	526.50	116.87	1 59°33'45"	117.03	
C85	526.50	116.87	1 59°33'45"	117.03	
C86	526.50	116.87	1 59°33'45"	117.03	
C87	526.50	116.87	1 59°33'45"	117.03	
C88	526.50	116.87	1 59°33'45"	117.03	
C89	526.50	116.87	1 59°33'45"	117.03	
C90	526.50	116.87	1 59°33'45"	117.03	
C91	526.50	116.87	1 59°33'45"	117.03	
C92	526.50	116.87	1 59°33'45"	117.03	
C93	526.50	116.87	1 59°33'45"	117.03	
C94	526.50	116.87	1 59°33'45"	117.03	
C95	526.50	116.87	1 59°33'45"	117.03	
C96	526.50	116.87	1 59°33'45"	117.03	
C97	526.50	116.87	1 59°33'45"	117.03	
C98	526.50	116.87	1 59°33'45"	117.03	
C99	526.50	116.87	1 59°33'45"	117.03	
C100	526.50	116.87	1 59°33'45"	117.03	

SHEET 4 OF 4  
PLAN #: 1207

## **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 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.