

## AGREEMENT FOR THE PROVISION OF SERVICES

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

**Date:** April 21, 2020

**Owner:** PALACE WAY PARTNERS, LLC, 6531 Fox Run, San Antonio, Texas 78233

**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:  
PALACE WAY PARTNERS, LLC

By:

Name:

Title:

James Glasgow  
JAMES glasgow  
mgr.

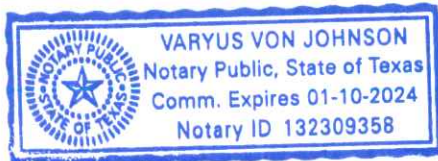
### ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

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§  
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This instrument was acknowledged before me on 16 May, 2020 by James Glasgow, MANAGER of PALACE WAY LLC in such capacity on behalf of said entity.



[Signature]  
Notary Public, State of 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**

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 the Maxwell Water Supply Corporation Certificate of Convenience and Necessity (CCN) for water service, thus, the City is not providing water service to the Property. 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 near 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.



TRINITY GROUP

*A Real Estate Development Service Company*

**Metes & Bonds description of property to be  
Annexed into The City of San Marcos**

**STATE OF TEXAS - CITY OF SAN MARCOS**

Palaceway Partners LLC presents a tract of land situated in the Thomas G. McGehee survey, A-11, Hays County, Texas, conveyed in volume 723 page 39, Plat record 7042-19-2-c; Hays County, TX. Same being a tract of land described to Palace Way Partners as conveyed in Instrument number 9927062, official public records, Hays County, Texas. Being more particularly described as 59.89 acres by the following metes and bounds as follows: Grid north of the Texas state plane coordinate system, NAD 83, South central zone.

Beginning at 1/2" Iron rod with plastic cap found at the southeast corner said POB-R same being southeast of Mrs. Millie Gary Et Vir to the State of Texas recorded in the public records Volume 117, Page 493. Hays County, Texas. And lying on the north Right of Way of the State Highway Number 21.

THENCE, South 45 degrees, 26 minutes and 48.34 seconds East, being said West Right-of-Way of State Highway Number 21. Drive a distance of 112.33 feet towards East Right-of-Way of State Highway Number 21.

THENCE, North 50 degrees, 04 minutes and 54.11 seconds East, being said East Right-of-Way of State Highway Number 21. Drive a distance of 118.08 feet, same being the Right-of-Way limit of State Highway Number 21.

THENCE, North 45 degrees, 26 minutes and 48.34 seconds West, being said East Right-of-Way of State Highway Number 21. Drive a distance of 111.50 feet towards 1/2" Iron rod of said Palace way Property Line, same being West side of said Right-of-Way of State Highway Number 21.

THENCE, North 45 degrees, 25 minutes and 53.13 seconds West, parallel with the adjacent gravel road said Cow Trail, drive a distance of 1,530.10 feet towards 1/2" " Iron rod with a plastic cap.

THENCE, North 46 degrees, 12 minutes and 8.40 seconds East, towards the adjacent gravel road said Cow Trail, drive a distance of 175.99 feet towards 1/2" " Iron rod. Same lying on the lefthand right of way of Cow Trial.

THENCE, North 0 degrees, 48 minutes and 43.60 seconds East, with the west right of way of said Cow Trial. Drive a distance of 886.52 feet. Same being the southwest corner of the Industrial lot.

THENCE, North 0 degrees, 48 minutes and 43.60 seconds East, of the East side of the property and limiting with Right of way of Cow Trail. Drive a distance of 670.34 feet towards 1/2" Iron rod with plastic cap stamped "Byrn Associates", same being the Northeast corner of the Parcel.

THENCE, North 46 degrees, 39 minutes and 26.79 seconds West, of the northeast corner of the property Drive a distance of 1,088.94 feet towards 1/2" Iron rod with plastic cap located on the West side of the property and limiting with Right of way of Proposed FM110.

THENCE, South 32 degrees, 35 minutes and 25.70 seconds West, of 1/2" Iron rod with plastic cap located on the northwest side of the property. Drive a distance of 25.54 feet towards 1/2" Iron rod with a plastic cap.

THENCE, South 39 degrees, 38 minutes and 23.78 seconds West, of 1/2" Iron rod with plastic cap located on the northwest side of the property. Drive a distance of 199.92 feet towards 1/2" Iron rod with a plastic cap.

THENCE, South 45 degrees, 21 minutes and 22.62 seconds West, Drive a distance of 251.79 feet towards 1/2" Iron rod with a plastic cap.

THENCE, South 38 degrees, 05 minutes and 05.46 seconds West, drive a distance of 483.82 feet to 1/2" Iron rod with plastic cap stamped "Byrn Associates". lying on the east right of way of the Proposed FM 110 Thoroughfare.

THENCE, South 34 degrees, 57 minutes and 58.46 seconds West, drive a distance of 483.82 feet to 1/2" Iron rod with a plastic cap. Same being southwest of Abundant Life Christian Church to Hays County recorded in the public records Volume 5158, Page 87. Public records, Hays County, Texas, and the southwest corner of the proposed property.

THENCE, South 46 degrees, 29 minutes and 03.48 seconds East, being southwest of Abundant Life Christian Church to Hays County recorded in the public records; Volume 5158, Page 87. Public records, Hays County, Texas, and the southwest corner of the proposed property. Drive a distance of 2104.26 feet to 1/2" Iron rod with plastic cap stamped "Byrn Associates".

THENCE, South 45 degrees, 26 minutes and 48.34 seconds East, being part of the edge of road of Dukes road (proposed). Drive a distance of 1,420.16' towards POB-R, same being the west Right of Way of State Highway Number 21.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Trinity Group, an agent for Palaceway partners, does hereby present this Proposed Annexation description of the above-described property as PALACEWAY DEVELOPMENT, an addition to the City of San Marcos, Texas.

Dr. David L. Joyner, P.E  
*TX Firm 12656*

*TRINITY GROUP*

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