

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

**Date:** June 1, 2021

**Owner:** Lara L. Lowman, Lowman Ranch, Ltd., PO Box 1021, Dahlonga, GA 30533

**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:**

Lara L. Lowman, Lowman Ranch, Ltd.

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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"

County: Hays  
Description: San Marcos Annexation Area  
Acreage: 21.73

Being 21.73 acres out of a called 53.83 acres of land, more or less, situated in the Edward Burleson Survey, Abstract no. 63, Hays County, Texas, being a portion of that tract described as 995.14 acres in a deed from Grace B. Lowman to Lowman Ranch, LTD. Dated June 3, 1967 and recorded in Volume 218, Page 594 of the Hays County Deeds Record, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2-inch iron with aluminium cap marked "Pro-Tech Eng 2219" at the east corner of Lot 1, Tanger Factory Outlet, a subdivision of record in Volume 5, Page 383 of the Hays county Plat Records, being the north corner of the called 53.83 acre tract, and also being the west corner of the right-of-way easement conveyed to the City of San Marcos by Lowman Ranch, LTD, by deed dated May 25, 1993 and recorded in Volume 995, Page 610 of the Hays County Deed Records;

THENCE: South 43° 35' 26" West, 1,291.97 feet, along the common line of the Tanger Factory Outlet Subdivision and the called 53.83 acre tract to the POINT OF BEGINNING and being the north corner of said 21.73 acre tract;

THENCE: South 45° 47' 23" East, 888.81 feet, leaving the northwesterly line of said 53.83 acre tract, to a point in the southeasterly line of said 53.83 acre tract;

THENCE: South 44° 58' 52" West, 251.58 feet, continuing along the south easterly line of said 53.83 acre tract to a set 5/8" iron rod with plastic cap stamped "LJA Survey";

THENCE: South 44° 27' 52" West, 242.12 feet, continuing along the south easterly line of said 53.83 acre tract to a set 5/8" iron rod with plastic cap stamped "LJA Survey";

THENCE: South 44° 46' 19" West, 238.38 feet, continuing along the south easterly line of said 53.83 acre tract to a set 5/8" iron rod with plastic cap stamped "LJA Survey";

THENCE: South 44° 33' 55" West, 396.80 feet, continuing along the south easterly line of said 53.83 acre tract to a set 5/8" iron rod with plastic cap stamped "LJA Survey";

THENCE: South 43° 39' 48" West, 162.56 feet, continuing along the south easterly line of said 53.83 acre tract to a set 5/8" iron rod with plastic cap stamped "LJA Survey", being the south corner of the 21.73 acre annexation area and the most easterly corner of a called 4.904

acre tract, described in a deed from Lowman Ranch, LTD to City of San Marcos, dated May 8, 2001 and recorded in Volume 1822, Page 188 of the Hays County Official Public Records;

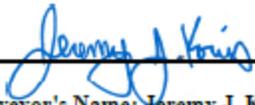
THENCE: North 45° 57' 52" West, 201.44 feet, along the common line of said 4.904 Acre Tract and of the remainder of said 53.83 Acre tract to a set 5/8" iron rod with plastic cap stamped "LJA Survey",

THENCE: North 06° 05' 03" West, 873.12 feet, along the common line of said 4.904 Acre Tract and of the remainder of said 53.83 Acre tract to a set 5/8" iron rod with plastic cap stamped "LJA Survey", being in the common line of said 53.83 Acre tract and the Tanger Factory Outlet,

THENCE: North 43° 35' 22" East, 734.26 feet, with the common line of said 53.83 Acre tract and the Tanger Factory Outlet subdivision to the PLACE OF BEGINNING, containing 21.73 acres, more or less.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), North American Datum of 1983. All distances can be adjusted to surface using a combined scale factor of 1.00013.

LJA Surveying, Inc.  
Texas Surveying Firm Branch Registration No. 10194533  
7500 Rialto Blvd, Building II, Suite 100. Austin, Texas 78735  
Phone No.: 512.439.4700

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

Surveyor's Name: Jeremy J. Kowis  
Registered Professional Land Surveyor, Texas No. 6361  
Date: March 23, 2021



## **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 and Bluebonnet 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.