

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING APPROXIMATELY 119.2 ACRES OF LAND LOCATED IN HAYS COUNTY, TEXAS ALL OF WHICH ARE LYING WITHIN THE CITY'S EXTRA TERRITORIAL JURISDICTION AND TO INCORPORATE SUCH PROPERTIES INTO THE CITY OF KYLE, AS SHOWN IN THE ATTACHED EXHIBITS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Kyle, Texas, (herein the "City") is a home rule municipality authorized by State law and the City Charter to annex territory lying adjacent and contiguous to the City; and

WHEREAS, the property owners (herein the "Petitioners"), being the owners of approximately 119.2 acres of land located within Hays County, Texas have petitioned the City for annexation of said tracts into the city limits; and

WHEREAS, the properties are adjacent and contiguous to the present city limits and within the City's extraterritorial jurisdiction; and

WHEREAS, the City Council heard and has decided to grant the owners requests that the City annex said properties; and

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the *Tex. Loc. Gov't. Code*; and

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings; and

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings; and

WHEREAS, the Petitioners have agreed and consented to the negotiated municipal service plan and the annexation of the properties by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted; and

WHEREAS, the City intends to provide services to the properties to be annexed according to the Service Plan attached hereto as Exhibit "C".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described properties (hereinafter referred to as the "Annexed Property"), are hereby annexed into the corporate limits of the City of Kyle: All those certain tracts or parcels being approximately 119.2 acres of land, located in Hays County, Texas, and being more particularly described in Exhibit "A" and shown in Exhibit "B", attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "C".

SECTION 4. That the future owners and inhabitants of the Annexed Properties shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "C", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended, be hereby amended so as to include the Annexed Properties as part of the City.

SECTION 6. That the Annexed Properties shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That the Annexed Properties shall be assigned to Council District No. 4.

SECTION 8. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading the ____ day of _____, 2017.

FINALLY PASSED AND APPROVED on Second Reading this ____ day of _____, 2017.

ATTEST:

CITY OF KYLE, TEXAS

Jennifer Vetrano, City Secretary

R. Todd Webster, Mayor

EXHIBIT "A"
Descriptions of areas to be added to the City of Kyle's corporate limits

COORDINATES AND BASIS OF BEARINGS: ALL COORDNATES AND BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE. Bearings are

Metes & Bounds for FM 150 ROW

Beginning at a point whose Northing is 13910965.508 and whose Easting is 2313149.505;
Thence a line bearing N44°00'02"E a distance of 158.794 feet;
Thence a line bearing N65°08'50"W a distance of 49.486 feet;
Thence along a curve to the right with a radius of 925 feet, a delta angle of 23°36'54" and whose chord bears N53°30'43"W;
Thence a line bearing N41°42'16"W a distance of 335.996 feet;
Thence along a curve to the left with a radius of 1100 feet, a delta angle of 07°54'48" and whose chord bears N45°39'40"W;
Thence a line bearing N49°37'05"W a distance of 572.432 feet;
Thence a line bearing N51°37'01"W a distance of 75.000 feet;
Thence a line bearing N53°36'58"W a distance of 749.009 feet;
Thence along a curve to the left with a radius of 1025 feet, a delta angle of 23°30'9" and whose chord bears N65°22'02"W;
Thence a line bearing N77°07'06"W a distance of 327.615 feet;
Thence along a curve to the right with a radius of 625 feet, a delta angle of 46°59'11" and whose chord bears N53°37'31"W;
Thence a line bearing N41°28'00"W a distance of 93.875 feet;
Thence along a curve to the right with a radius of 650 feet, a delta angle of 43°59'21" and whose chord bears N00°00'12"E;
Thence a line bearing N21°59'53"E a distance of 628.236 feet;
Thence along a curve to the left with a radius of 2275 feet, a delta angle of 09°23'13" and whose chord bears N17°18'16"E;
Thence a line bearing N12°36'39"E a distance of 834.092 feet;
Thence along a curve to the right with a radius of 1975 feet, a delta angle of 16°13'13" and whose chord bears N20°43'16"E;
Thence a line bearing N28°49'53"E a distance of 611.291 feet;
Thence along a curve to the left with a radius of 1025 feet, a delta angle of 57°52'30" and whose chord bears N00°06'23"W;
Thence a line bearing N29°02'37"W a distance of 980.667 feet;
Thence a line bearing S43°17'59"W a distance of 23.745 feet;
Thence a line bearing N29°04'44"W a distance of 1250.459 feet;
Thence along a curve to the left with a radius of 725 feet, a delta angle of 26°34'37" and whose chord bears S15°45'19"E;
Thence a line bearing S29°02'46"E a distance of 1731.925 feet;

Thence along a curve to the right with a radius of 950 feet, a delta angle of $75^{\circ}50'19''$ and whose chord bears $S08^{\circ}54'07''W$;
 Thence a line bearing $S46^{\circ}49'17''W$ a distance of 510.187 feet;
 Thence along a curve to the left with a radius of 1450 feet, a delta angle of $41^{\circ}40'20''$ and whose chord bears $S25^{\circ}59'07''W$;
 Thence a line bearing $S05^{\circ}08'56''W$ a distance of 580.298 feet;
 Thence along a curve to the right with a radius of 1975 feet, a delta angle of $15^{\circ}30'44''$ and whose chord bears $S12^{\circ}54'19''W$;
 Thence a line bearing $S20^{\circ}39'41''W$ a distance of 350.467 feet;
 Thence along a curve to the left with a radius of 700 feet, a delta angle of $50^{\circ}56'07''$ and whose chord bears $S04^{\circ}48'23''E$;
 Thence a line bearing $S15^{\circ}14'41''E$ a distance of 80.347 feet;
 Thence along a curve to the left with a radius of 725 feet, a delta angle of $39^{\circ}14'27''$ and whose chord bears $S56^{\circ}02'20''E$;
 Thence a line bearing $S77^{\circ}06'00''E$ a distance of 732.131 feet;
 Thence along a curve to the right with a radius of 925.039 feet, a delta angle of $23^{\circ}30'08''$ and whose chord bears $S65^{\circ}22'04''E$;
 Thence a line bearing $S53^{\circ}36'58''E$ a distance of 737.736 feet;
 Thence along a curve to the right with a radius of 950 feet, a delta angle of $03^{\circ}59'53''$ and whose chord bears $S51^{\circ}37'02''E$;
 Thence a line bearing $S49^{\circ}37'05''E$ a distance of 572.34 feet;
 Thence along a curve to the right with a radius of 643.313 feet, a delta angle of $11^{\circ}33'27''$ and whose chord bears $S45^{\circ}39'41''E$;
 Thence a line bearing $S41^{\circ}42'17''E$ a distance of 409.929 feet;
 Thence along a curve to the left with a radius of 725 feet, a delta angle of $23^{\circ}36'38''$ and whose chord bears $S53^{\circ}30'35''E$;
 Thence a line bearing $S65^{\circ}18'54''E$ a distance of 70.186 feet, to the point of beginning, containing a total of approximately 63.4 acres.

Metes & Bounds for Loop Road East

Beginning at a point whose Northing is 13916731.858 and whose Easting is 2316255.42;
 Thence a line bearing $S15^{\circ}25'23''W$ a distance of 453.08 feet;
 Thence along a curve to the left with a radius of 1960.628 feet, a delta angle of $29^{\circ}33'22''$ and whose chord bears $S01^{\circ}19'38''W$;
 Thence a line bearing $S13^{\circ}27'33''E$ a distance of 847.14 feet;
 Thence a line bearing $N73^{\circ}10'39''E$ a distance of 18.746 feet;
 Thence along a curve to the left with a radius of 1410.865 feet, a delta angle of $22^{\circ}17'08''$ and whose chord bears $N61^{\circ}10'43''E$;
 Thence a line bearing $N50^{\circ}08'56''E$ a distance of 432.166 feet;
 Thence along a curve to the right with a radius of 735 feet, a delta angle of $14^{\circ}30'01''$ and whose chord bears $N57^{\circ}23'57''E$;
 Thence a line bearing $N64^{\circ}38'57''E$ a distance of 388.585 feet;

Thence along a curve to the left with a radius of 480 feet, a delta angle of $35^{\circ}52'39''$ and whose chord bears $N46^{\circ}42'38''E$;
 Thence a line bearing $S16^{\circ}28'45''E$ a distance of 103.147 feet;
 Thence along a curve to the left with a radius of 50.5 feet, a delta angle of $135^{\circ}46'08''$ and whose chord bears $S16^{\circ}28'45''E$;
 Thence a line bearing $S16^{\circ}28'44''E$ a distance of 115.377 feet;
 Thence a line bearing $S73^{\circ}31'16''W$ a distance of 31.425 feet;
 Thence along a curve to the left with a radius of 80 feet, a delta angle of $98^{\circ}56'52''$ and whose chord bears $N65^{\circ}52'36''W$;
 Thence a line bearing $S64^{\circ}38'58''W$ a distance of 511.684 feet;
 Thence along a curve to the left with a radius of 615 feet, a delta angle of $14^{\circ}30'01''$ and whose chord bears $S57^{\circ}23'57''W$;
 Thence a line bearing $S50^{\circ}08'56''W$ a distance of 432.17 feet;
 Thence along a curve to the right with a radius of 1560 feet, a delta angle of $22^{\circ}14'44''$ and whose chord bears $S61^{\circ}16'18''W$;
 Thence a line bearing $S74^{\circ}34'58''W$ a distance of 119.131 feet;
 Thence along a curve to the right with a radius of 1560 feet, a delta angle of $35^{\circ}03'15''$ and whose chord bears $N85^{\circ}42'07''W$;
 Thence a line bearing $N65^{\circ}45'21''W$ a distance of 1286.704 feet;
 Thence along a curve to the left with a radius of 1370.707 feet, a delta angle of $34^{\circ}27'53''$ and whose chord bears $N84^{\circ}19'04''W$;
 Thence a line bearing $N15^{\circ}16'52''W$ a distance of 80.004 feet;
 Thence along a curve to the right with a radius of 1173.364 feet, a delta angle of $44^{\circ}02'17''$ and whose chord bears $S86^{\circ}51'43''E$;
 Thence a line bearing $S65^{\circ}45'21''E$ a distance of 1220.868 feet;
 Thence along a curve to the left with a radius of 1440 feet, a delta angle of $37^{\circ}27'40''$ and whose chord bears $S84^{\circ}29'11''E$;
 Thence a line bearing $N76^{\circ}37'41''E$ a distance of 18.45 feet;
 Thence a line bearing $N13^{\circ}22'20''W$ a distance of 851.671 feet;
 Thence along a curve to the right with a radius of 2042.421 feet, a delta angle of $29^{\circ}31'29''$ and whose chord bears $N01^{\circ}18'38''E$;
 Thence a line bearing $N15^{\circ}25'23''E$ a distance of 453.283 feet;
 Thence along a curve to the left with a radius of 734.657 feet, a delta angle of $142^{\circ}32'43''$ and whose chord bears $N55^{\circ}50'58''W$;
 Thence a line bearing $S52^{\circ}52'40''W$ a distance of 926.948 feet;
 Thence along a curve to the right with a radius of 717.699 feet, a delta angle of $53^{\circ}01'29''$ and whose chord bears $S79^{\circ}25'58''W$;
 Thence a line bearing $N76^{\circ}04'45''W$ a distance of 507.867 feet;
 Thence along a curve to the left with a radius of 1009.418 feet, a delta angle of $28^{\circ}26'48''$ and whose chord bears $S88^{\circ}58'18''W$;
 Thence a line bearing $S74^{\circ}01'25''W$ a distance of 526.535 feet;
 Thence along a curve to the right with a radius of 790.343 feet, a delta angle of $25^{\circ}00'31''$ and whose chord bears $S86^{\circ}31'40''W$;
 Thence a line bearing $N80^{\circ}58'05''W$ a distance of 611.552 feet;
 Thence a line bearing $N09^{\circ}01'56''E$ a distance of 81.894 feet;
 Thence a line bearing $S80^{\circ}58'05''E$ a distance of 611.552 feet;

Thence along a curve to the left with a radius of 708.45 feet, a delta angle of $25^{\circ}00'31''$ and whose chord bears $N86^{\circ}31'40''E$;
Thence a line bearing $N74^{\circ}01'25''E$ a distance of 527.032 feet;
Thence along a curve to the right with a radius of 1091.333 feet, a delta angle of $28^{\circ}30'52''$ and whose chord bears $N88^{\circ}58'39''E$;
Thence a line bearing $S76^{\circ}04'49''E$ a distance of 535.004 feet;
Thence along a curve to the left with a radius of 633.45 feet, a delta angle of $51^{\circ}02'30''$ and whose chord bears $N78^{\circ}23'56''E$;
Thence a line bearing $N52^{\circ}52'40''E$ a distance of 926.964 feet;
Thence along a curve to the right with a radius of 816.292 feet, a delta angle of $142^{\circ}38'59''$ and whose chord bears $S55^{\circ}50'58''E$, to the point of beginning, containing a total of approximately 29.5 acres.

Metes & Bounds for Loop Road West

Beginning at a point whose Northing is 13917295.129 and whose Easting is 2309807.734;
Thence a line bearing $S60^{\circ}39'22''E$ a distance of 185.228 feet;
Thence along a curve to the left with a radius of 1028.708 feet, a delta angle of $28^{\circ}42'19''$ and whose chord bears $S73^{\circ}22'24''E$;
Thence along a curve to the right with a radius of 7397.672 feet, a delta angle of $04^{\circ}31'48''$ and whose chord bears $S85^{\circ}27'37''E$;
Thence a line bearing $S80^{\circ}57'49''E$ a distance of 189.668 feet;
Thence a line bearing $S09^{\circ}01'56''W$ a distance of 81.894 feet;
Thence a line bearing $N80^{\circ}58'04''W$ a distance of 188.067 feet;
Thence along a curve to the left with a radius of 7306.709 feet, a delta angle of $04^{\circ}31'23''$ and whose chord bears $N85^{\circ}27'54''W$;
Thence along a curve to the right with a radius of 1110.724 feet, a delta angle of $28^{\circ}38'30''$ and whose chord bears $N73^{\circ}24'15''W$;
Thence a line bearing $N60^{\circ}39'14''W$ a distance of 184.058 feet;
Thence along a curve to the left with a radius of 634.656 feet, a delta angle of $96^{\circ}09'05''$ and whose chord bears $S71^{\circ}16'06''W$;
Thence a line bearing $S23^{\circ}11'33''W$ a distance of 478.523 feet;
Thence along a curve to the right with a radius of 1290.343 feet, a delta angle of $22^{\circ}00'08''$ and whose chord bears $S34^{\circ}11'37''W$;
Thence a line bearing $S45^{\circ}11'42''W$ a distance of 317.34 feet;
Thence along a curve to the left with a radius of 634.657 feet, a delta angle of $38^{\circ}18'35''$ and whose chord bears $S26^{\circ}02'24''W$;
Thence a line bearing $S83^{\circ}06'52''E$ a distance of 18.45 feet;
Thence a line bearing $S06^{\circ}53'07''W$ a distance of 413.841 feet;
Thence a line bearing $N83^{\circ}06'52''W$ a distance of 18.45 feet;
Thence along a curve to the right with a radius of 1540.343 feet, a delta angle of $19^{\circ}18'47''$ and whose chord bears $S16^{\circ}32'30''W$;
Thence a line bearing $S26^{\circ}11'54''W$ a distance of 1033.567 feet;

Thence along a curve to the left with a radius of 634.638 feet, a delta angle of 129°59'32" and whose chord bears S38°47'48"E;
Thence a line bearing N73°29'26"E a distance of 571.174 feet;
Thence along a curve to the right with a radius of 1540.343 feet, a delta angle of 14°00'16" and whose chord bears N80°25'05"E;
Thence a line bearing N87°25'13"E a distance of 257.54 feet;
Thence along a curve to the left with a radius of 1458.157 feet, a delta angle of 07°18'25" and whose chord bears N83°46'07"E;
Thence a line bearing N78°39'17"E a distance of 803.99 feet;
Thence a line bearing N81°06'53"E a distance of 1111.239 feet;
Thence along a curve to the left with a radius of 1209.657 feet, a delta angle of 47°07'39" and whose chord bears N56°28'04"E;
Thence a line bearing N32°54'15"E a distance of 802.495 feet;
Thence along a curve to the right with a radius of 1299.725 feet, a delta angle of 41°25'54" and whose chord bears N53°53'33"E;
Thence a line bearing S15°16'52"E a distance of 80.004 feet;
Thence along a curve to the left with a radius of 1209.984 feet, a delta angle of 39°35'36" and whose chord bears S54°54'10"W;
Thence a line bearing S32°54'33"W a distance of 847.734 feet;
Thence along a curve to the right with a radius of 1291.55 feet, a delta angle of 47°10'39" and whose chord bears S56°29'35"W;
Thence a line bearing S81°06'54"W a distance of 1109.105 feet;
Thence a line bearing S78°39'26"W a distance of 804.531 feet;
Thence along a curve to the right with a radius of 1542.971 feet, a delta angle of 07°18'52" and whose chord bears S83°45'41"W;
Thence a line bearing S87°25'13"W a distance of 257.54 feet;
Thence along a curve to the left with a radius of 1458.45 feet, a delta angle of 14°00'27" and whose chord bears S80°24'59"W;
Thence a line bearing S73°29'26"W a distance of 573.979 feet;
Thence along a curve to the right with a radius of 716.566 feet, a delta angle of 130°04'33" and whose chord bears N38°50'26"W;
Thence a line bearing N26°11'54"E a distance of 1033.567 feet;
Thence along a curve to the left with a radius of 1458.45 feet, a delta angle of 19°18'47" and whose chord bears N16°32'30"E;
Thence a line bearing N06°53'07"E a distance of 413.841 feet;
Thence along a curve to the right with a radius of 716.55 feet, a delta angle of 38°18'35" and whose chord bears N26°02'24"E;
Thence a line bearing N45°11'41"E a distance of 317.34 feet;
Thence along a curve to the left with a radius of 1208.45 feet, a delta angle of 22°00'08" and whose chord bears N34°11'37"E;
Thence a line bearing N23°11'33"E a distance of 478.522 feet;
Thence along a curve to the right with a radius of 716.55 feet, a delta angle of 96°09'05" and whose chord bears N71°16'06"E, to the point of beginning, containing a total of approximately 26.3 acres.

Exhibit "B"
Areas to be
Annexed by
the City of Kyle

March 2017

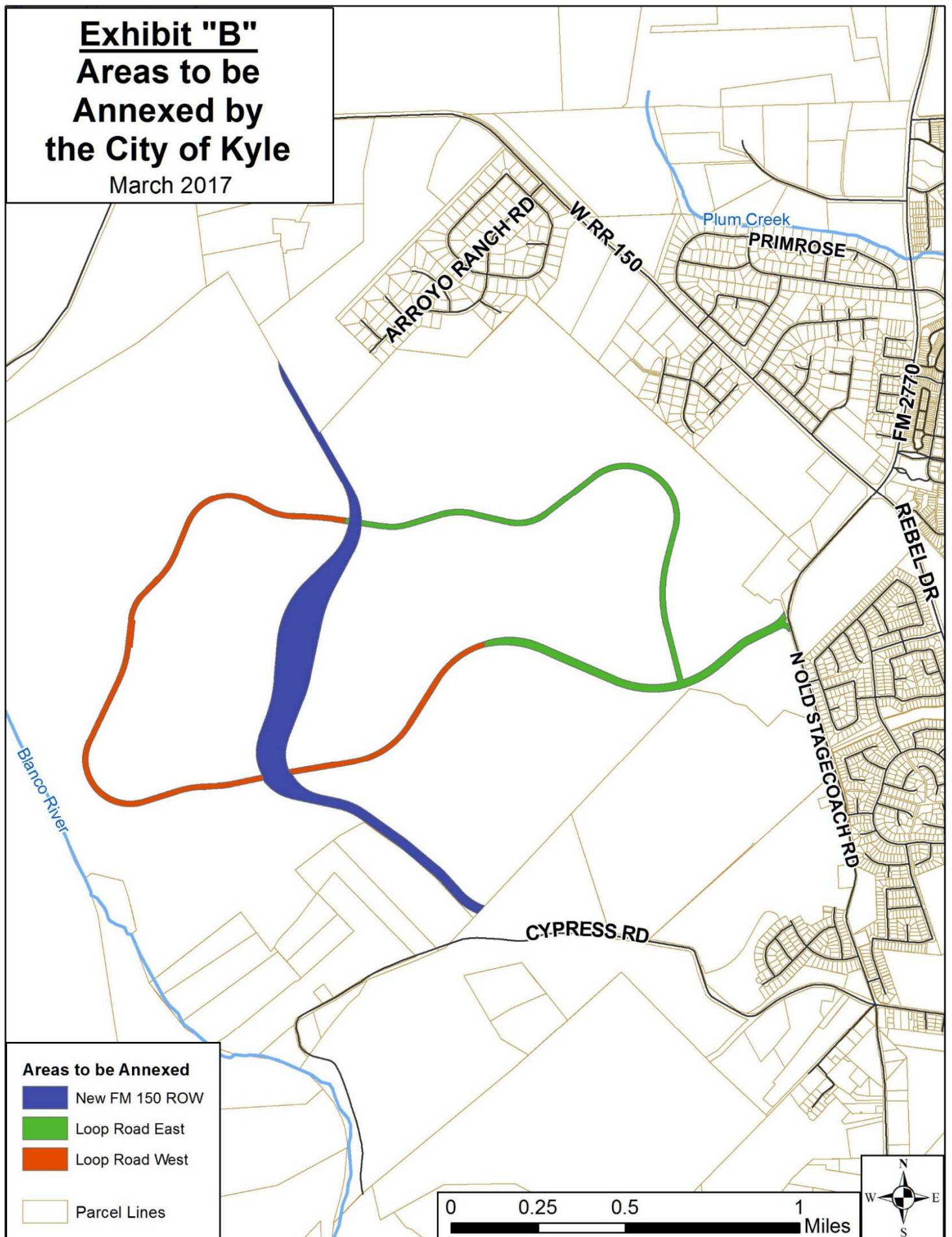


EXHIBIT "C"

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED TO THE CITY OF KYLE**

WHEREAS, the City of Kyle, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "Property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a municipal service plan be adopted with the annexation ordinance;

WHEREAS, the Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements by the City are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the Property into the City; and

WHEREAS, the Property will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan

NOW, THEREFORE, the City agrees to provide the following municipal services for the Property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to this Plan, the following municipal services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the personnel serving the area and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned Agricultural District "A" with the intent to rezone the Property upon request of the landowner(s) or city staff. The Planning & Zoning Commission and the City Council will consider rezoning the Property at future times in response to requests submitted by the landowner(s) or requested by city staff.

(2) **Scheduled Municipal Services.** Depending upon the Property owner's plans and schedule for the development of the Property or redevelopment of the Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines or wells as provided by statutes of the State of Texas.

(ii) In accordance with the rules and regulations for water service extension, water service will be provided by the utility holding a water certificate of convenience and necessity ("CCN") for the Property, or absent a utility holding a CCN, in whose jurisdiction the Property is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's system, the Property owner(s) shall construct the internal water lines and pay the costs of water line extension and necessary facilities to service the Property as required in City ordinances at the time of the request. The Property owner(s) agree the Property in its current state has adequate water service and no capital improvements by the City are required. The Property owner(s) agree as the Property develops and water services are sought from

the utility holding the CCN for the Property that the City's ordinances, policies, or agreements between the City and the Property owner(s) shall govern the extension of water services to the Property and the City shall have no obligation to service in another CCN.

B. Wastewater service and maintenance of wastewater service as follows:

- (i) Inspection of sewer lines or septic systems as provided by statutes of the State of Texas.
- (ii) The Property owner(s) shall construct the internal and off-site sewer lines and facilities (the "Sewer System") and pay the costs of line extension and facilities as required in City ordinances. Upon acceptance of the Sewer System, sewer service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The Sewer System will be accepted and maintained by the City in accordance with its usual policies. Requests for new sewer extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The City ordinances, policies, and agreements between the City and the Property owner(s) in effect at the time a request for additional service is submitted shall govern the costs and request for service.

C. Maintenance of public streets and rights-of-way as appropriate as follows:

- (i) Provide maintenance services on public streets within the Property that are dedicated and finally accepted by the City. The maintenance of such public streets and roads will be limited as follows:

- (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (B) Routine maintenance as presently performed by the City;

and

- (C) The Property owner(s) have specifically agreed that maintenance services will be of little benefit and will not be required or needed on the Property, prior to the Property owner(s), its grantees, successors and assigns completing the construction and dedication of streets to the City in compliance with City subdivision regulations.

- (ii) Following installation of the roadways, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within the boundaries of the Property if dedicated and accepted, as follows:

- (A) As provided in C (i)(A)&(B) above;
- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards;

And

- (D) Installation and maintenance of street lighting in accordance with established policies of the City;
- (iii) The outer boundaries of the Property abut existing roadways. The Property owner(s) agree that no City improvements are required on such roadways to service the Property. If the owner(s) develop the Property so as to impact abutting roadways pursuant to the City's subdivision regulation, the owner(s) agree to comply with such ordinances.

(3) **Special Services and Actions.** Although the City reserves all its governmental authority, powers and discretion, if the City shall unreasonably refuse to grant the permits and approvals above provided in (2)(A), (B) & (C), then in that event the owner(s) may request and obtain disannexation of the Property pursuant to this service plan; provided that if the City shall, in the exercise of its discretion and authority, approve the permits and events set forth in (2)(A), (B) & (C) above, the Property shall be and remain within the corporate limits of the City.

(4) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Property or redevelopment, the landowner(s) will be responsible for the development costs the same as a developer or landowner in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Property. The Property owner(s) for itself, its grantees, successors, and assigns agree that no capital improvements are required to service the Property the same as similarly situated properties already within the City.

(5) **Term.** If not previously expired, this service plan expires at the end often (10) years.

(6) **Property Description.** The legal description and map of the Property are as set forth in Exhibits "A" and "B" that are attached to the Ordinance to which this negotiated municipal service plan is attached as Exhibit "C".