

## ANNEXATION SERVICES AGREEMENT

This Annexation Services Agreement (hereinafter referred to as the ("Agreement")) is entered into pursuant to Section 43.0672(a) of the Texas Local Government Code, as amended, by and between the CITY OF CISCO, TEXAS, a Texas home-rule municipality (hereinafter referred to as the "City") and the undersigned Owners of the approximately 281.83 acres (hereinafter referred to collectively as the "Owner"). The City and Owner may hereafter be referred to collectively as the "Parties" or, individually, as a "Party."

WHEREAS, the Owner owns certain real property (hereinafter referred to as the "Property") in Eastland County, Texas, which is particularly described and/or depicted in Exhibit A which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, the Property lies wholly within the City's extraterritorial jurisdiction (hereinafter referred to as the "ETJ"); and

WHEREAS, the City and Owner agree the Property is contiguous to the City's corporate limits; and

WHEREAS, the City and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended; and

WHEREAS, Sections 43.067 to 43.0673 of the Texas Local Government Code provides the process to annex property on request of the property owner; and

WHEREAS, Section 43.0672 of the Texas Local Government Code provide that "(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement"; and

WHEREAS, the City desires to enter into this Agreement with the Owner concerning the services to be provided to the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City and the Owner acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Eastland County, Texas.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein. This Agreement is intended to run with the Property and shall be recorded in the deed records of Eastland County, Texas, and shall be binding upon the Property.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) Act. The word "Act" means Chapter 43 of the Texas Local Government Code, as amended.
- (b) Agreement. The word "Agreement" means this Annexation Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) City. The word "City" means the City of Cisco, Texas, a Texas home-rule municipality.
- (d) Effective Date. The words "Effective Date" of this Agreement shall be the date of the later to execute this Agreement by Owner and City.
- (e) ETJ. The term "ETJ" refers to the City's extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (f) Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (g) Owner. The word "Owner" means the owners of the approximately 281.83 acres of Property described in Exhibit "A" and depicted in Exhibit "A-1" and is comprised of the owners of the platted lots in the Hidden Shores Subdivision as described in the Final Plat of Hidden Shores at Lake Cisco filed in the Plat Records of Eastland County attached as Exhibit "B", and the owners of the remaining portion of the Hidden Shores Subdivision and approximately 281.83 acres of property described in Exhibit "A", all the names of which are attached as Exhibit "C" and each of which is a party to this Agreement.

- (h) Property. The word "Property" means the approximately 281.83 acres of Property located within Eastland County, Texas, as is more particularly described and or depicted in Exhibits "A" and "A-1" of this Agreement, which are attached hereto and incorporated herein for all purposes.
- (i) Term. The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

#### SECTION 4. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.

In accordance with Section 43.0672 of the Act, the City will provide the following services to the Property after its annexation into the corporate limits of the City:

##### **FIRE**

*Services to be Provided:* Fire protection and prevention will be available to the area upon annexation by the City of Cisco Fire Department. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation.

##### **POLICE**

*Services to be Provided:* Currently, the area is under the jurisdiction of the Eastland County Sheriff's Office. Upon annexation, the City of Cisco Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

##### **EMERGENCY MEDICAL SERVICES**

*Services to be Provided:* Upon annexation, emergency medical services will continue to be provided by the Eastland Memorial Hospital.

##### **BUILDING INSPECTION**

*Services to be Provided:* The Building Inspection Department will provide Code Compliance Services upon annexation. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Cisco.

##### **PLANNING AND ZONING**

*Services to be Provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Cisco Zoning Ordinance will extend to this area on the effective date of the annexation. These services can be provided within the department's current budget and staff appropriation.

## **ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES**

*Services to be Provided:* Enforcement of current environmental health ordinances and regulations, including, but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within the annexed area on the effective date of the annexation of the property. The Building Inspection Department will provide Code Compliance Services on the effective date of the annexation of the property. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Cisco. Such services can be provided with current personnel and within the current budget appropriation.

## **STREET**

*Services to be Provided:* Maintenance of the streets will be provided by the City of Cisco on the effective date of the annexation of the property. This service can be provided within the current budget appropriation.

## **STREET LIGHTING**

*Services to be Provided:* The City of Cisco will coordinate any request for improved street lighting within the local electric provider in accordance with standard policy.

## **WATER SERVICE**

*Services to be Provided:* Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be provided in accordance with utility extension ordinances and policies. Extension of service shall comply with City codes and ordinances. The City's extension ordinances and policies require that the landowner pay for the costs of extension of water main(s) from the existing City water main(s) and pay for their own service lines to provide water to their property.

## **SANITARY SEWER SERVICE**

*Services to be Provided:* Sanitary sewer service will not be extended to the area. Each property owner will be responsible for installing an on-site sewage facility ("OSSF") in accordance with applicable Texas law.

## **SOLID WASTE SERVICES**

*Services to be Provided:* Solid Waste Collection shall be provided to the area upon annexation in accordance with City ordinances, except where prohibited by law. Service shall comply with existing City policies, beginning with occupancy of structures.

## **MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with the City of Cisco's established policies governing extension of municipal services to newly annexed areas.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Eastland County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Eastland County, Texas.
- (c) **Disclosure.** Owner understands that it is not required to enter into this Agreement. The City is annexing the Property on a request by Owner, as the owner of the Property, to annex the Property pursuant to Section 43.0671 of the Local Government Code. The annexation procedures applicable to the annexation are as follows: (a) Owner shall submit a petition to annex the Annexed Property to the City Council; (b) the City Council will negotiate and execute an annexation services agreement applicable to the Annexed Property; (c) the City Council will call for a public hearing to consider annexation of the Annexed Property, publish notice of the public hearing not more than twenty (20), but not less than ten (10) days before the public hearing in a newspaper of general circulation in the area and public notice on the City's website; (d) the City will send written notice of annexation to the school district in the Annexed Property area, along with other public entities and private entities providing services in the Property to be annexed; and (e) the City will conduct a public hearing on the annexation and adopt an ordinance annexing the Property. The annexation of the Property, and the procedures applicable to the annexation, require the Owner's consent. The City, by entering into this Agreement, has waived its immunity to suit, but only to the extent as provided in Section 212.172 of the Local Government Code.
- (d) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

- (f) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) Enforcement. This Agreement may be enforced by either the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- (i) Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (j) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (k) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to City:                      City of Cisco, Texas  
500 Conrad Hilton Blvd  
Cisco, Texas 76437  
Attn: City Manager  
Telephone: 254/442-2111

if to Owner:                      To be provided by each  
Owner

- (l) Recording. This Agreement is intended to run with the Property, and upon execution by the Parties shall be recorded in the deed records of Eastland County, Texas, and shall be binding upon the Property.
- (m) Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (n) Sovereign Immunity. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (o) Time is of the essence. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

**CITY OF CISCO, TEXAS,**

By: \_\_\_\_\_  
 Tammy Douglas, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 Tammy Osborne, City Secretary

**OWNERS and their signatures to this Agreement are contained in attached Exhibit "C"**

STATE OF TEXAS  
 COUNTY OF EASTLAND

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ by Tammy Douglas, Mayor of the City of Cisco, Texas, a Texas home-rule municipality, on behalf of said municipality.

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