

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2024-17**

**AN ORDINANCE ANNEXING TWO TRACTS OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; ONE PROPERTY CONSISTING OF APPROXIMATELY 2.02 ACRES GENERALLY LOCATED ADJACENT TO AND ALONG STATE HIGHWAY 27 AS IT INTERSECTS WITH PETERSON FARM ROAD; AND THE OTHER PROPERTY CONSISTING OF APPROXIMATELY 7.10 ACRES LOCATED ADJACENT TO AND ALONG STATE HIGHWAY 27 AND BETWEEN THAT ROADWAY AND PETERSON FARM ROAD; SUCH PROPERTIES MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTIES AS AN INDUSTRIAL AND MANUFACTURING (IM) ZONING DISTRICT; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT**

**WHEREAS**, an owner of land has requested annexation by the City of Kerrville, Texas (“City”) of its properties, pursuant to Local Government Code Section 43.0671; and

**WHEREAS**, the land to be annexed makes up a total of approximately 9.12 acres, but consists of two separate tracts (2.02 and 7.10 acres) as more specifically described below (collectively referred to as the “Property”); and

**WHEREAS**, the Property lies within the extraterritorial jurisdiction of the City and adjacent to the City’s limits; and

**WHEREAS**, in conjunction with the approval of this Ordinance, City Council also approves a service agreement for the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

**WHEREAS**, Section 60-37 of the City’s Zoning Code creates procedures for initial zoning of newly annexed areas; and

**WHEREAS**, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, and complying with other requirements in Section 43.0673 of the Texas Local Government Code, City Council finds it to be in the public interest to adopt this Ordinance annexing the Property, to

approve a service agreement as required by state law, and to establish zoning regulations for the Property;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

**SECTION ONE. FINDINGS.** City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

**SECTION TWO. ANNEXATION.** The Property described and depicted in **Exhibit A** is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

**SECTION THREE. AMENDMENT TO CITY BOUNDARY.** City Council authorizes and directs the City Manager to amend the City's official boundary map in accordance with this annexation.

**SECTION FOUR. PETITION FOR ANNEXATION.** The petition for annexation concerning the Property is attached as **Exhibit B**, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property.

**SECTION FIVE. AGREEMENT REGARDING SERVICES.** Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Service Agreement (the "Agreement") with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit C**. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the schedule set forth therein, such services making up the City's full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

**SECTION SIX. ZONING.** Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City's Zoning Code, the Property will be zoned as an Industrial and Manufacturing (IM) Zoning District, which will authorize such property to be used in ways consistent with those land uses specified in that district.

**SECTION SEVEN. CUMULATIVE CLAUSE.** The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION EIGHT. SEVERABILITY CLAUSE.** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION NINE. PENALTY.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

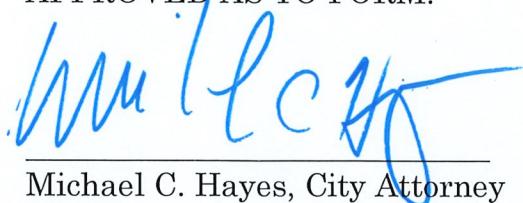
**SECTION TEN. PUBLICATION OF ORDINANCE.** In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Secretary is authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

**SECTION ELEVEN. POST ANNEXATION ACTIONS.** The City Manager shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

PASSED AND APPROVED ON FIRST READING, this the 09  
day of July A.D., 2024.

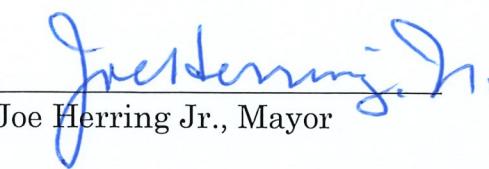
PASSED AND APPROVED ON SECOND READING, this the 23  
day of July A.D., 2024.

APPROVED AS TO FORM:



Michael C. Hayes

Michael C. Hayes, City Attorney

  
Joe Herring Jr., Mayor

ATTEST:

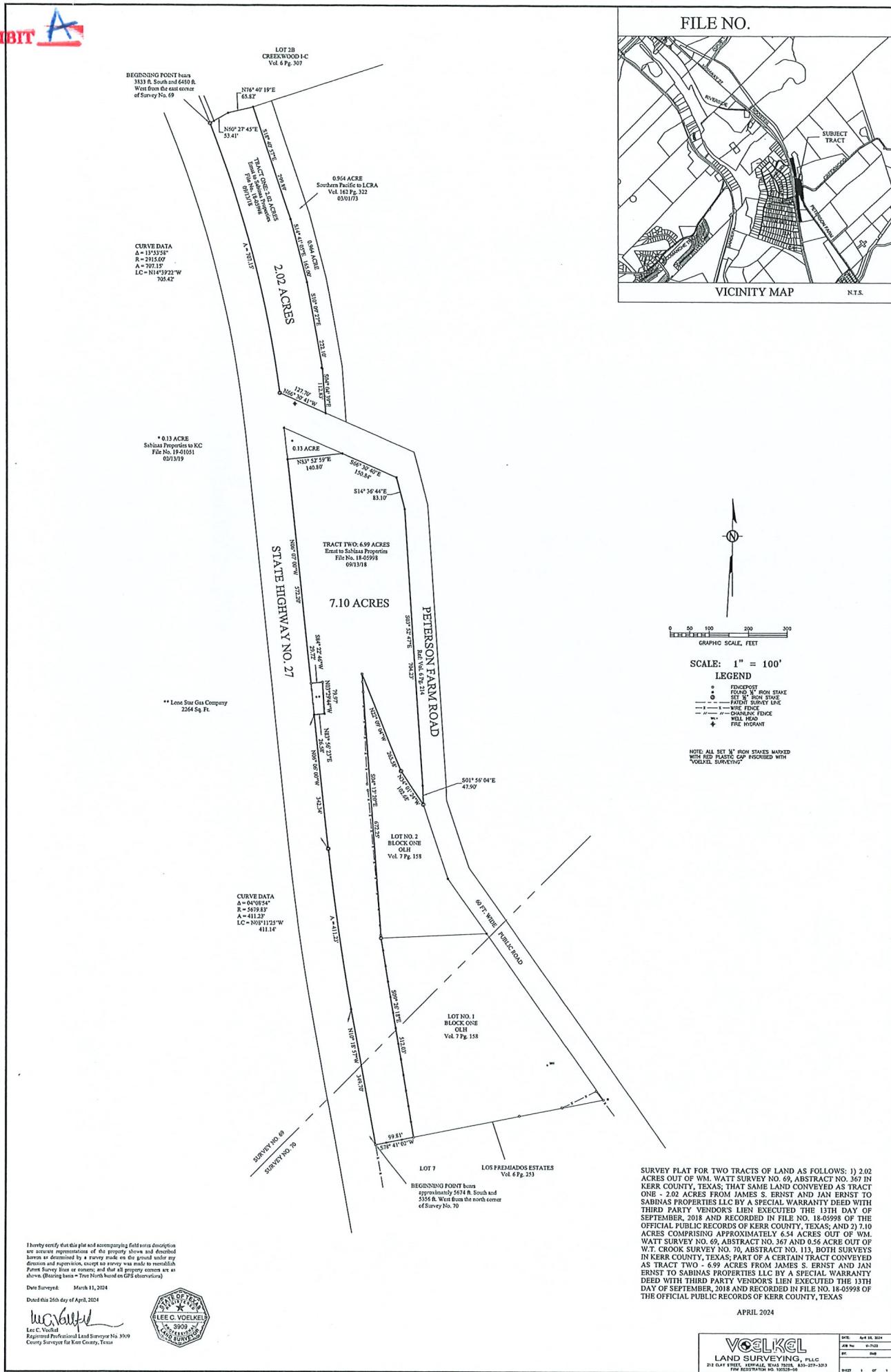


Shelley McElhannon

Shelley McElhannon, City Secretary

**EXHIBIT A**

FILE NO.



I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except so far as survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearings basis - True North based on GPS observations).

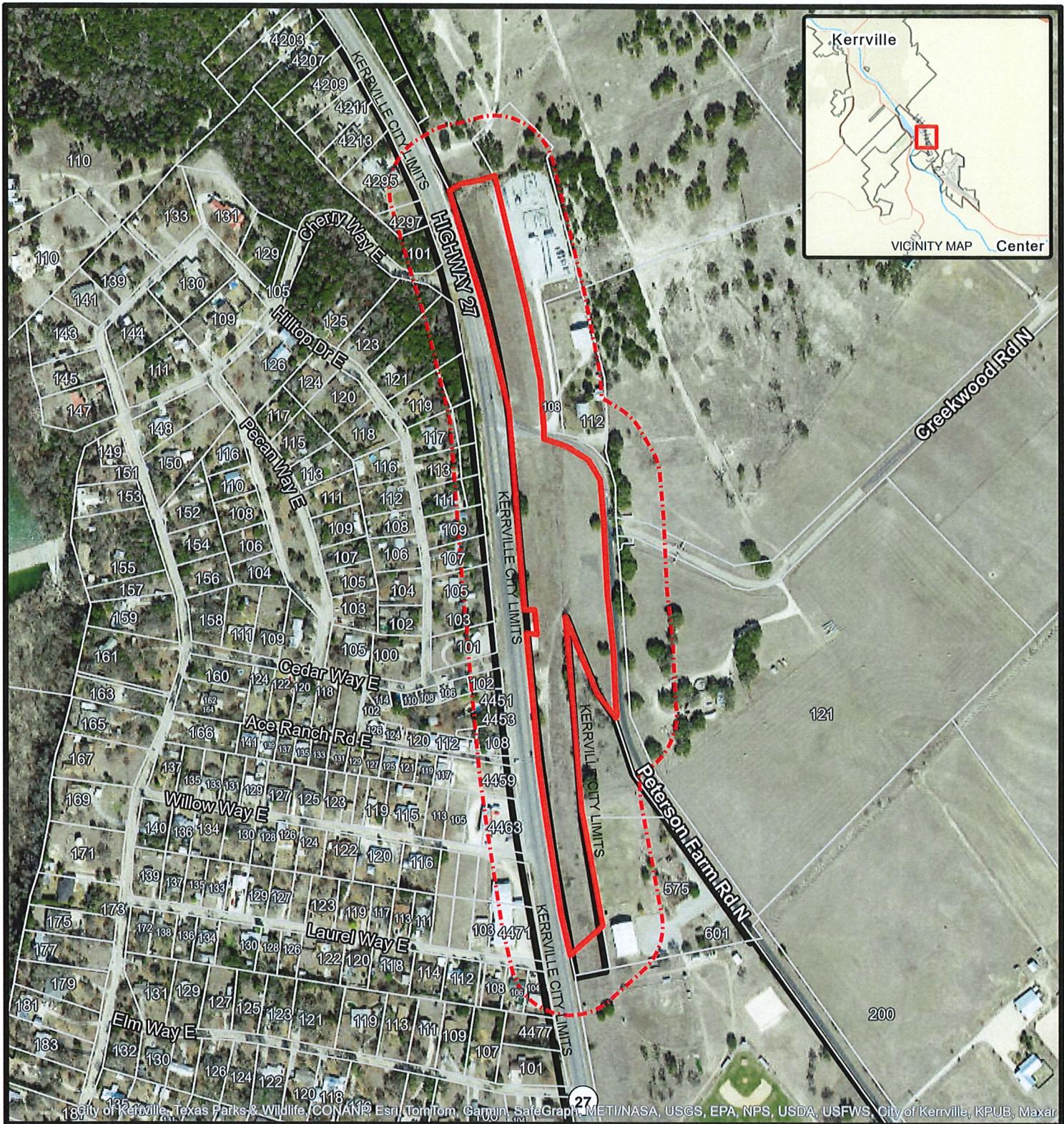
Date Surveyed: March 11, 2024  
Dated this 26th day of April, 2024  
  
Lee C. Venable

V-7123 Sabinas 2.02 Acres, 7.10 Acres Petersen Farm Road April 2024.docx

SURVEY PLAT FOR TWO TRACTS OF LAND AS FOLLOWS: 1) 2.02 ACRES OUT OF W.M. WATT SURVEY NO. 69, ABSTRACT NO. 367 IN KERR COUNTY, TEXAS; THAT SAME LAND CONVEYED AS TRACT ONE - 2.02 ACRES FROM JAMES S. ERNST AND JAN ERNST TO BETH SAWAS PROPERTIES LLC BY A SPECIAL WARRANTY DEED WITH THREE PARTS, DEEDBOOK LINE EXHIBIT NO. 137, DATED 13TH SEPTEMBER, 2018 AND RECORDED IN FILE NO. 18-05998 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; AND 2) 7.16 ACRES COMPRISING APPROXIMATELY 6.54 ACRES OUT OF W.M. WATT SURVEY NO. 69, ABSTRACT NO. 368, DEEDBOOK LINE EXHIBIT NO. W.T. CROOK SURVEY NO. 10, ABSTRACT NO. 113, BORN SURVEYS IN KERR COUNTY, TEXAS; PART OF A CERTAIN TRACT CONVEYED AS TRACT TWO - 6.99 ACRES FROM JAMES S. ERNST AND JAN ERNST TO BETH SAWAS PROPERTIES LLC BY A SPECIAL WARRANTY DEED WITH THREE PARTS, DEEDBOOK LINE EXHIBIT NO. 138, DATED 13TH DAY OF SEPTEMBER, 2018 AND RECORDED IN FILE NO. 18-05998 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

APRIL 2024

The logo for Voelkel Land Surveying, PLLC. It features the company name in a bold, black, sans-serif font. The 'V' in 'VOELKEL' is stylized with a globe graphic. Below the main name is the subtitle 'LAND SURVEYING, PLLC' in a smaller, all-caps font. At the bottom, there is very small, illegible text.



## Location Map

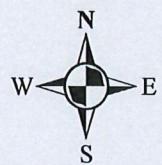
Case #PZ-2024-14

**Location:**

## Annexation & Zoning Notification Area

## Legend

-  Subject Properties
-  200 Feet Notification Area



0 150 300 600



Scale In Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

EXHIBIT B

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.016, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

*TERITORY: 2.02 Acres and 7.10 acres (see attached field notes descriptions and plat)*  
(Here describe the territory covered by the petition)

I

We certify that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: *[Signature]*

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

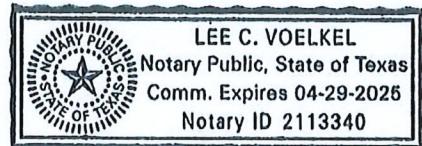
THE STATE OF TEXAS

COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Kash Morrow, 15, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30th day of April,  
2024.

*[Signature]*  
Notary Public in and for  
Kerr County, Texas.



# **EXHIBIT C**

## **SERVICES AGREEMENT**

This Services Agreement (the “Agreement”) is entered into between the **CITY OF KERRVILLE, TX**, a Texas Home-Rule Municipal Corporation (the “City”) and \_\_\_\_\_, (the “Owner(s)”). The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the “Subject Property”); and,

**WHEREAS**, *Section 43.0672 of the Tex. Loc. Gov’t Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

**WHEREAS**, City and Owner agree each will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

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

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Property Description.** The legal description of the Subject Property is as set forth in **Exhibit A** (same as provided in Ord. No. 2024-17).

**Section 2. Services.** City will provide the services listed and specified in **Exhibit B**, for the Subject Property on the effective date of annexation of the Subject Property.

**Section 3. Owner’s Obligations.** Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until City has approved and adopted the ordinance annexing such property.

**Section 4. Term.** The term of this Agreement (the “Term”) is ten (10) years from the Effective Date.

**Section 5. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

**Section 6. Authorization.** All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

**Section 7. Covenant Running with the Land.** This Agreement shall run with the Subject Property, and this Agreement may be recorded in the Official Public Records of Kerr County, Texas. Owner and City acknowledge and agree that this Agreement is binding upon City and Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

**Section 8. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 9. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

**Section 10. Gender, Number, and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 11. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 12. Enforcement; Waiver.** This Agreement may be enforced by 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.

**Section 13. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

**Section 14. Venue and Applicable Law.** Venue for this Agreement shall be in Kerr County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 15. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 16. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

**Section 17. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_, of \_\_\_\_\_.

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Notary Public, State of Texas

## CITY OF KERRVILLE, TX

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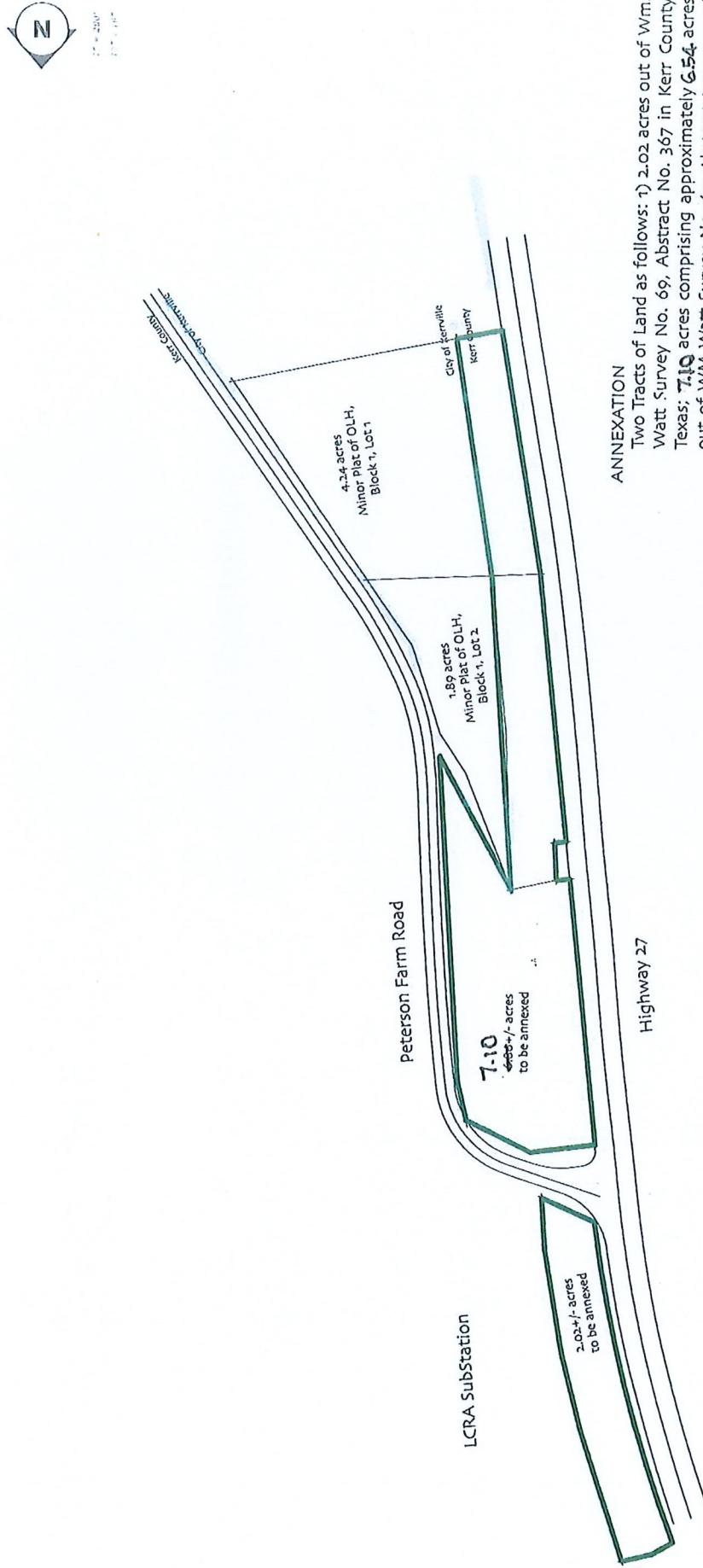
Dalton Rice, City Manager

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Dalton Rice, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

Upon Recording, Return to:  
City of Kerrville, Texas  
City Secretary  
City Hall, 701 Main Street  
Kerrville, Texas 78028

Exhibit A



ANNEXATION

Two Tracts of Land as follows: 1) 2.02 acres out of W.M. Watt Survey No. 69, Abstract No. 367 in Kerr County Texas; **7.10** acres comprising approximately **6.54** acres out of V.W.M Watt Survey No. 69, Abstract No. 367 and 0.56 acre out of W. T. Crook Survey No. 70, Abstract No. 1134, both surveys in Kerr County, Texas; Conveyed to Sabinas, LLC, and recorded in Kerr County Public Records, Instrument No. 18-05998; SAVE AND EXCEPT 0.13 acres, more or less, out of W.M. Watt Survey No. 69, Abstract No. 367 in Kerr County Texas; Conveyed to Kerr County and recorded as Instrument No. 19-01051 in the Real Property Records of Kerr County, Texas.

**ZONING: the requested zoning is IM - Industrial Manufacturing.**

proposed-annexation-zoning-202404 :: annexation exhibit :: 2024.04.22

01

2024-04-22 11:37:41 - 11:37:41

18-05998

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED  
WITH THIRD PARTY VENDOR'S LIEN

*SUBJECT TRACT*

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KERR

That We, JAMES S. ERNST and spouse, JAN ERNST, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by SABINAS PROPERTIES LLC, a Texas limited liability company, whose address is 103 Cypress Estates Pkwy, Ingram, Kerr County, Texas 78025-4401, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the GRANTEE herein of that one certain Promissory Note of even date herewith in the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$175,000.00) DOLLARS, payable to the order of BIBRSCHWALE CREDIT AND LENDING CO., hereinafter referred to as LENDER, as therein provided and bearing interest at the rate therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by a vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to CARROLL J. BRYLA, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GRANTEE, all of the following described real property in Kerr County, Texas, including all improvements thereon to-wit:

*Tract One: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being 2.02 acres, more or less, out of Wm. Watt Survey No. 69, Abstract No. 367; part of a certain 7.22 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed executed April 28, 1994, recorded in Volume 743, Page 642, Real Property Records of Kerr County, Texas, and being more particularly described by metes and bounds as follows in Exhibit "A".*

*Tract Two: All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being 6.99 acres, more or less; comprising approximately 4.90 acres out of a part of a certain 7.22 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed executed April 28, 1994, recorded in Volume 743, Page 642, Real*

1

FILED BY AND RETURN TO:  
40478  
KERR COUNTY ABSTRACT & TITLE CO.  
712 Earl Garrett Street  
Kerrville, Texas 78028

*Property Records of Kerr County, Texas, and approximately 2.09 acres of land out of a certain 1918.47 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed executed April 28, 1994, recorded in Volume 743, Page 646, Real Property Records of Kerr County, Texas; said 6.99 acres being more particularly described by metes and bounds as follows in Exhibit "A":*

Current ad valorem taxes on said property have been assumed by GRANTEE.

This conveyance is made subject to those items shown on SCHEDULE I attached hereto and made a part hereof to the extent, but only to the extent, the same are valid and subsisting and affect the property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, GRANTEE'S successors and assigns forever; and GRANTOR does hereby bind GRANTOR, GRANTOR'S, heirs, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, GRANTEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but not otherwise.

But it is expressly agreed that the Vendor's Lien, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the fact, tenor, effect and reading thereof, when this Deed shall become absolute.

LENDER at the instance and request of the GRANTEE herein, having advanced and paid cash to the GRANTOR herein that portion of the purchase price of the herein described property, as is evidenced by the hereinbefore described \$175,000.00 note, the vendor's lien, together with the superior title to said property is retained herein for the benefit of said LENDER, and the same is hereby TRANSFERRED AND ASSIGNED to said LENDER.

EXECUTED to be effective the 14 day of September, 2018.

  
\_\_\_\_\_  
James S. Ernst

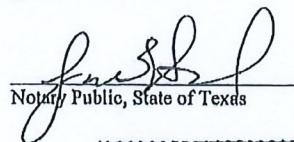
  
Jan Ernst

STATE OF TEXAS

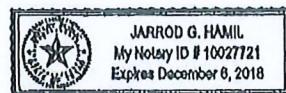
COUNTY OF Kerr

BEFORE ME, the undersigned authority, on this day personally appeared James S. Ernst known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of September, 2018.

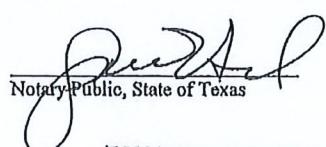
  
Notary Public, State of Texas

STATE OF TEXAS

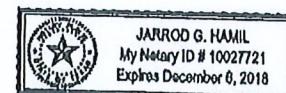
COUNTY OF Kerr

BEFORE ME, the undersigned authority, on this day personally appeared Jan Ernst known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13 day of September, 2018.

  
Notary Public, State of Texas

After Recording Return to: ✓  
Kerr County Abstract  
GF40478



TRACT ONE:  
FIELD NOTES DESCRIPTION FOR 2.02 ACRES OF LAND  
OUT OF THE JAMES S. BIRNST LAND ALONG STATE  
HIGHWAY NO. 27 IN KERR COUNTY, TEXAS.

## EXHIBIT "A"

Being all of a certain tract or parcel of land containing 2.02 acres, more or less, out of Wm. Walt Survey No. 69, Abstract No. 367 in Kerr County, Texas; part of a certain 7.22 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jim Ernst by a Special Warranty Deed executed the 28<sup>th</sup> day of April, 1994 and recorded in Volume 743 at Page 642 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at  $\frac{1}{4}$ " iron stake set in the east right-of-way line of State Highway No. 27 for the northwest corner of the herein described tract and said 7.22 acre tract; which point bears, approximately, 3833 ft. South and 6480 ft. West from the east corner of said Survey No. 69;

THENCE, with the north line of said 7.22 acre tract; N60°27'48"W, 11.58 ft. passing a  $\frac{1}{4}$ " iron stake found for the southwest corner of Lot 2B of Creekwood I-C, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 307 of the Plat Records of Kerr County, Texas, then continuing with the common line between 7.22 acre tract and Lot 2B for a total distance of 53.41 ft. to a found  $\frac{1}{4}$ " iron stake, and N76°40'16"E, continuing with the common line between 7.22 acre tract and Lot 2B, 65.82 ft. to a  $\frac{1}{4}$ " iron stake found for the northeast corner of the herein described tract and 7.22 acre tract, and the northwest corner of a certain 0.964 acre tract conveyed from Southern Pacific Transportation Co. to the Lower Colorado River Authority by a Warranty Deed executed the 1<sup>st</sup> day of March, 1973 and recorded in Volume 162 at Page 322 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said 7.22 and 0.964 acre tracts; S18°40'57"B, 299.89 ft. to a found  $\frac{1}{4}$ " iron stake; S14°41'03"B, 165.00 ft. to a found  $\frac{1}{4}$ " iron stake; S10°09'27"E, 222.10 ft. to a found  $\frac{1}{4}$ " iron stake; and S04°04'39"B, 112.83 ft. to a  $\frac{1}{4}$ " iron stake found in the northeast right-of-way line of Peterson Farm Road, a public road dedicated by the plat of Creekwood I, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 214 of the Plat Records of Kerr County for the southeast corner of the herein described tract;

THENCE, upon, over and across said 7.22 acre tract with the northeast right-of-way line of said Peterson Farm Road N66°30'41"W, 127.70 ft. to a  $\frac{1}{4}$ " iron stake set in the west line of 7.22 acre tract and east right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract;

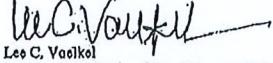
THENCE, with the west line of said 7.22 acre tract along the east right-of-way line of said State Highway No. 27, 707.15 ft. along the arc from 01°58' curve to the left subtended by a 13°53'58" central and 2915.00 ft. radius (long chord: N14°39'22"W, 705.42 ft.) to the

PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: August 3, 2018

Dated this 20<sup>th</sup> day of August, 2018

  
Lee C. Voelkel  
Registered Professional Land Surveyor No. 3909  
County Surveyor for Kerr County, Texas



VOELKEL	LAND SURVEYING, PLLC	PHONE: 036-267-3313	212 CLAY STREET, KERRVILLE, TEXAS 78028
Firm Registration No 100520-00			

**TRACT TWO:**  
**FIELD NOTES DESCRIPTION FOR 6.99 ACRES OF LAND**  
**OUT OF THE JAMES S. ERNST LAND ALONG STATE**  
**HIGHWAY NO. 27 IN KERR COUNTY, TEXAS**

**EXHIBIT "A"**

Being all of a certain tract or parcel of land containing 6.99 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
69	Wm. Wait	367	6.43
70	W.T. Crook	113	0.56

comprising approximately 4.90 acres of land out of a certain 7.22 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed executed the 28<sup>th</sup> day of April, 1994 and recorded in Volume 743, at Page 642 of the Real Property Records of Kerr County, Texas and approximately 2.09 acres of land out of a certain 1918.47 acre tract conveyed from the Farm Credit Bank of Texas to James S. Ernst and Jan Ernst by a Special Warranty Deed with Vendor's Lien executed the 28<sup>th</sup> day of April, 1994 and recorded in Volume 743 at Page 646 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost in the east right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract and said 7.22 acre tract, and the northwest corner of Lot 7 of Los Pioneros Estates, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 233 of the Plat Records of Kerr County, Texas; which point bears, approximately, 5674 ft. South and 5356 ft. West from the north corner of said Survey No. 70;

THENCE, with the west line of said 7.22 acre tract along the east right-of-way line of said State Highway No. 27; N10°19'58"W, 349.69 ft. to a  $\frac{1}{4}$ " iron stake set near a broken right-of-way marker at the beginning of a 01°00' curve to the right; 411.40 ft. along the arc of said curve to the right subtended by a 04°09'00" central angle and 5679.83 ft. radius (long chord: N08°10'30"W, 411.31 ft.) to a  $\frac{1}{4}$ " iron stake set at its end; and N06°06'00"W, 342.18 ft. to a  $\frac{1}{4}$ " iron stake found at a chain link fence cornerpost for a westerly corner of the herein described tract and 7.22 acre tract; and the southwest corner of a certain 2264 sq. ft. tract owned by Lone Star Gas Company;

THENCE, along a chain link fence with the common line between said 7.22 acre tract and 2264 sq. ft. tract; N83°56'23"E, 26.58 ft. to a  $\frac{1}{4}$ " iron stake found at a chain link fence cornerpost for a reentrant corner of the herein described tract and 7.22 acre tract, and the southeast corner of 2264 sq. ft. tract; N03°29'44"W, 79.97 ft. to a chain link fence cornerpost for a reentrant corner of the herein described tract and 7.22 acre tract, and the northeast corner of 2264 sq. ft. tract; and S84°22'46"W, 29.72 ft. to a chain link fence cornerpost in the east right-of-way line of said State Highway No. 27 for a westerly corner of the herein described tract and 7.22 acre tract, and the northwest corner of 2264 sq. ft. tract;

THENCE, with the west line of said 7.22 acre tract along the east right-of-way line of State Highway No. 27, N06°07'00"W, 652.20 ft. to a  $\frac{1}{4}$ " iron stake found at the intersection of the east right-of-way line of State Highway No. 27 and the southwest right-of-way line of Peterson Farm Road, a public road dedicated by the plat of Creekwood I, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 211 of the Plat Records of Kerr County, Texas for the northwest corner of the herein described tract;

THENCE, upon, over and across said 7.22 acre tract with the southwest right-of-way line of said Peterson Farm Road; S14°36'44"E, 83.10 ft. to a found  $\frac{1}{4}$ " iron stake; and S03°52'47"E, 704.23 ft. to a  $\frac{1}{4}$ " iron stake found in the south line of 1918.47 acre tract for a total distance of 312.77 ft. to a  $\frac{1}{4}$ " iron stake found for the northeast corner of the herein described tract;

THENCE, continuing upon, over and across said 1918.47 acre tract with the west right-of-way line of said Peterson Farm Road; S14°36'44"E, 83.10 ft. to a found  $\frac{1}{4}$ " iron stake; and S03°52'47"E, 704.23 ft. to a  $\frac{1}{4}$ " iron stake found in the south line of 1918.47 acre tract for the easterly southeast corner of the herein described tract;

THENCE, with the south line of said 1918.47 acre tract N29°05'44"W, 324.51 ft. to a  $\frac{1}{4}$ " iron stake found in the east line of said 7.22 acre tract for a reentrant corner of the herein described tract;

**VOELKEL LAND SURVEYING, PLLC • PHONE: 830-267-3313 • 212 CLAY STREET, KERRVILLE, TEXAS 78020**

Film Registration No 100629-00

Page 2... FIELD NOTES DESCRIPTION FOR 6.99 ACRES  
OF LAND OUT OF THE JAMES S. BRNST LAND  
ALONG STATE HIGHWAY NO. 27 IN KERR  
COUNTY, TEXAS

## EXHIBIT "A"

THENCE, along or near a fence with the east line of said 7.22 acre tract; S02°40'09"E, 337.43 ft. to a found  $\frac{1}{4}$ " iron stake; S05°33'21"E, 316.61 ft. to a found  $\frac{1}{4}$ " iron stake; and S09°26'18"E, 531.06 ft. to a fence cornerpost in the north line of said Lot 7 of Los Promedios Estates for the southeast corner of the herein described tract and 7.22 acre tract;

THENCE, along a fence with the common line between said 7.22 acre tract and Lot 7, S78°41'02"W, 99.81 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: August 3, 2018

Dated this 20<sup>th</sup> day of August, 2018

*Lee C. Voelkel*  
Lee C. Voelkel  
Registered Professional Land Surveyor No. 3910  
County Surveyor for Kerr County, Texas



VOELKEL	LAND SURVEYING, PLLC	PHONE: 830-257-3313	212 CLAY STREET, KERRVILLE, TEXAS 78028
Firm Registration No 100520-00			

## SCHEDULE I

Height Restrictions of the airport zoning act articles 46E-1 and 46E-15 inclusive VACS  
Volume 757, Page 2; Volume 761, Page 243; Volume 761, Page 246; Volume 789, Page 671; Volume  
836, Page 587 and Volume 1302, Page 444, Real Property Records of Kerr County, Texas.

Minerals conveyed in deed dated December 17, 1970, executed by Southern Pacific Transportation  
Company to Bravo Oil Company recorded in Volume 16, Page 437, Oil & Gas Records of Kerr County,  
Texas.

Minerals reserved by the Hal and Charlie Peterson Foundation, recorded in Volume 135, Page 566,  
Deed Records of Kerr County, Texas.

Gas line easement to Lone Star Gas Co., recorded in Volume 1, Page 405, Easement Records of Kerr  
County, Texas, and as amended in Volume 836, Page 587, Real Property Records of Kerr County,  
Texas.

Electric line easement to LCRA, recorded in Volume 4, Page 58, Easement Records of Kerr County,  
Texas.

Gas line easement to Lone Star Gas Co., recorded in Volume 4, Page 204, Easement Records of Kerr  
County, Texas.

Electric line easement and right of way easement to LCRA, recorded in Volume 16, Page 231, Easement  
Records of Kerr County, Texas.

Electric line easement to LCRA, recorded in Volume 75, Page 218, Deed Records of Kerr County,  
Texas.

Easement to Southwestern Bell Telephone Company, recorded in Volume 3, Page 310 and Volume 7,  
Page 541, Easement Records of Kerr County, Texas.

Road right of way granted to The Farm Credit Bank of Texas as recorded in Volume 756, Page 839,  
Real Property Records of Kerr County, Texas.

Easement to City of Kerrville, dated December 21, 1998, recorded in Volume 988, Page 542, Real  
Property Records of Kerr County, Texas.

Overhead utilities, gas line, and all matters, as shown on plat of survey dated August 21, 2018 by Lee C. Voelkel, R.P.L.S. No. 3909.

Property lying inside the fenceline, but outside the property line, as shown on plat of survey dated August 21, 2018 by Lee C. Voelkel, R.P.L.S. No. 3909.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

Any visible and/or apparent roadways or easements over or across the subject property.



FIELD NOTES DESCRIPTION FOR 2.02 ACRES OF LAND  
OUT OF THE SABINAS PROPERTIES LLC LAND ALONG  
STATE HIGHWAY NO. 27 AND PETERSON FARM ROAD  
IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 2.02 acres, more or less, out of Wm. Watt Survey No. 69, Abstract No. 367 in Kerr County, Texas; that same land conveyed as TRACT ONE – 2.02 acres from James S. Ernst and Jan Ernst to Sabinas Properties LLC by a Special Warranty Deed with Third Party Vendor's Lien executed the 13<sup>th</sup> day of September, 2018 and recorded in File No. 18-05998 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a  $\frac{1}{2}$ " iron stake set in the east right-of-way line of State Highway No. 27 for the northwest corner of the herein described tract and said TRACT ONE; which point bears, approximately, 3833 ft. South and 6480 ft. West from the east corner of said Survey No. 69;

THENCE, with the north line of said TRACT ONE: N60°27'45"E, at 11.58 ft. passing a  $\frac{1}{2}$ " iron stake found for the southwest corner of Lot 2B of Creekwood I-C, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 307 of the Plat Records of Kerr County, Texas, then continuing with the common line between TRACT ONE and Lot 2B for a total distance of 53.41 ft. to a found  $\frac{1}{2}$ " iron stake; and N76°40'19"E, continuing with the common line between TRACT ONE and Lot 2B, 65.82 ft. to a  $\frac{1}{2}$ " iron stake found for the northeast corner of the herein described tract and TRACT ONE, and the northwest corner of a certain 0.964 acre tract conveyed from Southern Pacific Transportation Co. to the Lower Colorado River Authority by a Warranty Deed executed the 1<sup>st</sup> day of March, 1973 and recorded in Volume 162 at Page 322 of the Deed Records of Kerr County, Texas;

THENCE, with the common line between said TRACT ONE and 0.964 acre tract: S18°40'57"E, 299.89 ft. to a found  $\frac{1}{2}$ " iron stake; S14°41'05"E, 165.00 ft. to a found  $\frac{1}{2}$ " iron stake; S10°09'27"E, 222.10 ft. to a found  $\frac{1}{2}$ " iron stake; and S04°04'39"E, 112.83 ft. to a  $\frac{1}{2}$ " iron stake found in the northeast right-of-way line of Peterson Farm Road, a public road dedicated by the plat of Creekwood I, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 214 of the Plat Records of Kerr County for the southeast corner of the herein described tract and TRACT ONE, and the southwest corner of 0.964 acre tract;

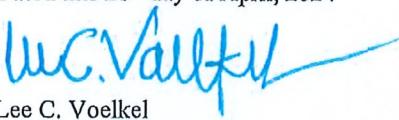
THENCE, with the south line of said TRACT ONE along the northeast right-of-way line of said Peterson Farm Road N66°30'41"W, 127.70 ft. to a  $\frac{1}{2}$ " iron stake set in the east right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract and TRACT ONE;

THENCE, with the west line of said TRACT ONE along the east right-of-way line of said State Highway No. 27, 707.15 ft. along the arc of a 01°58' curve to the left subtended by a 13°53'58" central angle and 2915.00 ft. radius (long chord: N14°39'22"W, 705.42 ft.) to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. All set  $\frac{1}{2}$ " iron stakes are marked with a red plastic cap inscribed with "Voelkel Surveying". (Bearing basis = True north based on GPS observations)

Date Surveyed: March 11, 2024

Dated this 26<sup>th</sup> day of April, 2024

  
Lee C. Voelkel  
Registered Professional Land Surveyor No. 3909  
County Surveyor for Kerr County, Texas



FIELD NOTES DESCRIPTION FOR 7.10 ACRES OF LAND  
OUT OF THE SABINAS PROPERTIES LLC LAND ALONG  
STATE HIGHWAY NO. 27 AND PETERSON FARM ROAD  
IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 7.10 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
69	Wm. Watt	367	6.54
70	W.T. Crook	113	0.56

part of a certain tract conveyed as TRACT TWO – 6.99 acres from James S. Ernst and Jan Ernst to Sabinas Properties LLC by a Special Warranty Deed with Third Party Vendor's Lien executed the 13<sup>th</sup> day of September, 2018 and recorded in File No. 18-05998 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost in the east right-of-way line of State Highway No. 27 for the southwest corner of the herein described tract and said TRACT TWO, and the northwest corner of Lot 7 of Los Premiados Estates, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 253 of the Plat Records of Kerr County, Texas; which point bears, approximately, 5674 ft. South and 5356 ft. West from the north corner of said Survey No. 70;

THENCE, with the west line of said TRACT TWO along the east right-of-way line of said State Highway No. 27: N10°18'57"W, 349.70 ft. to a  $\frac{1}{2}$ " iron stake found near a broken right-of-way marker at the beginning of a 01°00' curve to the right; 411.23 ft. along the arc of said curve to the right subtended by a 04°08'54" central angle and 5679.83 ft. radius (long chord: N08°11'25"W, 411.14 ft.) to a  $\frac{1}{2}$ " iron stake set at its end; and N06°06'00"W, 342.34 ft. to a  $\frac{1}{2}$ " iron stake found at a chain link fence cornerpost for a westerly corner of the herein described tract and TRACT TWO, and the southwest corner of a certain 2264 sq. ft. tract owned by Lone Star Gas Company;

THENCE, along a chain link fence with the common line between said TRACT TWO and 2264 sq. ft. tract: N83°56'23"E, 26.58 ft. to a  $\frac{1}{2}$ " iron stake found at a chain link fence cornerpost for a reentrant corner of the herein described tract and TRACT TWO, and the southeast corner of 2264 sq. ft. tract; N03°29'44"W, 79.97 ft. to a chain link fence cornerpost for a reentrant corner of the herein described tract and TRACT TWO, and the northeast corner of 2264 sq. ft. tract; and S84°22'46"W, 29.72 ft. to a chain link fence cornerpost in the east right-of-way line of said State Highway No. 27 for a westerly corner of the herein described tract and TRACT TWO, and the northwest corner of 2264 sq. ft. tract;

THENCE, with the west line of said TRACT TWO along the east right-of-way line of State Highway No. 27, N06°07'00"W, 572.20 ft. to a  $\frac{1}{2}$ " iron stake found for the northwest corner of the herein described tract and the southwest corner of a certain 0.13 acre tract conveyed from Sabinas Properties LLC to Kerr County by a Warranty Deed executed the 13<sup>th</sup> day of February, 2019 and recorded in File No. 19-01051 of the Official Public Records of Kerr County, Texas;

THENCE, upon, over and across said TRACT TWO with the south line of said 0.13 acre tract N83°52'59"E, 140.80 ft. to a  $\frac{1}{2}$ " iron stake found in the east line of TRACT TWO and the west right-of-way line of Peterson Farm Road, a public road dedicated by the plat of Creekwood I, a subdivision of Kerr County according to the plat of record in Volume 6 at Page 214 of the Plat Records of Kerr County, Texas;

THENCE, with the east line of said TRACT TWO along the west right-of-way line of said Peterson Farm Road: S66°30'40"E, 150.84 ft. to a found  $\frac{1}{2}$ " iron stake; S14°36'44"E, 83.10 ft. to a found  $\frac{1}{2}$ " iron stake; and S03°52'47"E, 704.23 ft. to a  $\frac{1}{2}$ " iron stake found for the easterly southeast corner of TRACT TWO;

THENCE, continuing along the west right-of-way line of said Peterson Farm Road S01°56'04"E, 47.90 ft. to a  $\frac{1}{2}$ " iron stake set in the east line of Lot No. 2 in Block One of OLH, a subdivision of Kerr County according to the plat of record in Volume 7 at Page 158 of the Plat Records of Kerr County, Texas;

THENCE, with the east line of said Lot No. 2: N34°01'24"W, 102.68 ft. to a set  $\frac{1}{2}$ " iron stake; and N22°09'04"W, 265.58 ft. to a fencepost for a reentrant corner of the herein described tract and the north corner of Lot No. 2;

THENCE, near a fence with the west line of said Lot No. 2, S04°13'20"E, 672.25 ft. to a  $\frac{1}{2}$ " iron stake set in the east line of said TRACT TWO for the southwest corner of Lot No. 2 and the northwest corner of Lot No. 1 in Block One of said OLH;

Page 2... FIELD NOTES DESCRIPTION FOR 7.10 ACRES  
OF LAND OUT OF THE SABINAS PROPERTIES  
LLC LAND ALONG STATE HIGHWAY NO. 27  
AND PETERSON FARM ROAD IN KERR  
COUNTY, TEXAS

THENCE, along a fence with the common line between said TRACT TWO and Lot No. 1, S09°26'18"E, 512.03 ft. to a fence cornerpost in the north line of said Lot 7 of Los Premiados Estates for the southerly southeast corner of the herein described tract and TRACT TWO, and the southwest corner of Lot No. 1;

THENCE, along a fence with the common line between said TRACT TWO and Lot 7, S78°41'02"W, 99.81 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. All set  $\frac{1}{2}$ " iron stakes are marked with a red plastic cap inscribed with "Voelkel Surveying". (Bearing basis = True north based on GPS observations)

Date Surveyed: March 11, 2024

Dated this 26<sup>th</sup> day of April, 2024

  
Lee C. Voelkel  
Registered Professional Land Surveyor No. 3909  
County Surveyor for Kerr County, Texas



**EXHIBIT B**  
**ANNEXATION SERVICE PLAN**

- I. INTRODUCTION:** This Service Plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Kerrville, Texas (“City”) at the levels and schedule specified below.
- II. UNIFORM LEVEL OF SERVICES:** The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.
- III. SPECIFIC FINDINGS:** City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexed area both adequate to serve the annexed area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexed area than were in existence at the time immediately preceding the effective date of annexation.

<b>SERVICE</b>	<b>DETAILS OF SERVICE PROVIDED</b>	<b>TIMETABLE</b>
<b>Code Enforcement</b>	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City shall be made immediately to the area upon annexation. The adoption of zoning plan shall be in accordance with the procedures of the City's Zoning Code.	Immediately following annexation, zoning to be concurrent with annexation
<b>Fire Protection and Emergency Medical Services (EMS)</b>	Fire protection and emergency medical services will be provided to the annexed area. The City will serve the annexed area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexed area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
<b>Fire Prevention</b>	The services of the City's Fire Marshall shall be provided to the area.	Immediately following annexation.
<b>Library</b>	Residents of the area, if any, will continue to be entitled to utilize the City's Library facilities.	Immediately following annexation.
<b>Parks and Recreation Facilities</b>	The City will maintain park and recreation facilities located within the annexed area, if any, on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
<b>Police Protection</b>	Police Services will provide protection and law enforcement services to the annexed area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
<b>Maintenance of Existing Roads &amp; Streets</b>	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows:  1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>2. Routine maintenance of public streets and rights-of-way performed within the City.</p> <p>3. Street sweeping services may occur based upon need and funding.</p> <p>4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions, and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.</p>	
<b>Solid Waste Collection</b>	Solid Waste collection to the annexed area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
<b>Traffic Engineering</b>	Traffic control devices and street markers shall be installed where deemed necessary by the City street department, except as provided by the Texas Department of Transportation.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
<b>Water Service</b>	<p>The City will provide for the maintenance of City-owned public water lines within the annexed area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Public Utility Commission (PUC) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.</p>	As the property develops
<b>Wastewater Service</b>	<p>The City will provide for the maintenance of sanitary sewer lines within the annexed area beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.</p>	As the property develops
<b>Provision for Other City Services</b>	<p>Other City services that may be provided by the City such as planning, inspection, animal control, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.</p>	Immediately following annexation