

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE VILLAGE OF SALADO, TEXAS, TO ANNEX UNDER CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE APPROXIMATELY 1,105 ACRES OF LAND LOCATED NORTHWEST OF THE INTERSECTION OF FM 2843 AND MUSTANG CREEK ROAD, IN BELL COUNTY, TEXAS, AS FURTHER DESCRIBED IN EXHIBIT "A", LYING ADJACENT AND CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE VILLAGE OF SALADO WITHIN THE VILLAGE'S EXTRATERRITORIAL JURISDICTION , INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE VILLAGE OF SALADO, TEXAS; GRANTING TO ALL INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE VILLAGE; ADOPTING A SERVICE PLAN; AND INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY CLAUSE; AND PROPER NOTICE AND MEETING.

WHEREAS, the Texas Local Government Code and the laws of the State authorize the annexation of territory by the Village of Salado, Texas (the "Village"), subject to the requirements therein and the laws of this State; and

WHEREAS, § 43.0671 of the Texas Local Government Code (the "LGC") permits the Village to annex an area if each owner of land in that area requests the annexation;

WHEREAS, when the Village wishes to annex such an area, LGC Section 43.0672 requires the Village to enter into a written agreement with the property owner(s) that sets forth the services to be provided by the Village to the property to be annexed on or after the date of annexation;

WHEREAS, Mor-Maur Mustang, LLC owns certain parcels of land situated in Bell County, Texas which consist of approximately 1,105 acres of land in the Village's extraterritorial jurisdiction, such property being more particularly described and set forth in **Exhibit A** attached and incorporated herein by reference (the "Property");

WHEREAS, on or about March 15, 2023, Mor-Maur Mustang, LLC filed a written request with the Village for full purpose annexation of the Property by the Village;

WHEREAS, the Property to be annexed is adjacent to the existing corporate limits of the Village; and

WHEREAS, the Property to be annexed is within the Village's extraterritorial jurisdiction, and the Property is not within the extraterritorial jurisdiction of any other city; and

WHEREAS, the Village is authorized by law to annex such area; and

WHEREAS, pursuant to § 43.0672 of the LGC, the Village and Mor-Maur, LLC have entered into a Municipal Services Agreement (attached as **Exhibit B**) listing each service that the Village will provide on the effective date of annexation and a schedule that includes the period within which the Village will provide each service that will not be provided on the effective date of annexation; and

WHEREAS, the Village has provided written notice to each public school district and other public entity in which the proposed annexation area is located, as required by sections 43.905 and 43.9051 of the Texas Local Government Code; and

WHEREAS, the Village has conducted a public hearing on the proposed annexation of the Property in accordance with § 43.0673 of the LGC; and

WHEREAS, newspaper notice of the public hearing was published in accordance with § 43.0673 of the LGC and posted on the Village's Internet website; and

WHEREAS, the Board of Aldermen of the Village finds that it is in the best interests of the Village to annex the above described Property into the Village's municipal limits;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SALADO, TEXAS:

Section 1. Findings of Fact. All the above premises are hereby found to be true and correct legislative and factual findings of the Board of Aldermen and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Annexation. The heretofore described Property is hereby annexed to the Village of Salado, Bell County, Texas, and that the boundary limits of the Village of Salado be and the same are hereby extended to include the above described territory within the village limits of the Village of Salado, and the same shall hereafter be included within the corporate limits of said village, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Village of Salado and they shall be bound by the acts, ordinances, resolutions and regulations of said Village.

A municipal services agreement for the area is adopted and attached as **Exhibit B**.

The Village Secretary is hereby instructed to include this Ordinance in the records of the Village.

The Village Secretary is hereby directed to file with the County Clerk of Bell County, Texas, a certified copy of this ordinance.

The Village Secretary is hereby instructed to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction of the Village.

If any portion of the property described in this Ordinance is incapable of being annexed by the Village, for any reason, it is the Board of Aldermen's intent to not annex that portion of the property and that portion of the property is automatically severed from the tract in question. The Board of Aldermen declares that it would have adopted the valid portions of this Ordinance and annexed the valid property without the invalid portions, and therefore the invalidity of any part shall not invalidate other sections or provisions of this Ordinance or invalidate the annexation of the valid property.

Passed by the Board of Aldermen of the Village of Salado at a meeting for which due notice was given this the 18th day of May, 2023.

Section 3. Effective Date. This Ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

Section 4. Severability. It is hereby declared to be the intention of the Board of Aldermen of the Village of Salado that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

Section 5. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was 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 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

APPROVED:



Michael Coggin, Mayor

ATTEST:



Don Ferguson,
Village Administrator/Acting City Secretary

APPROVED AS TO FORM AND CONTENT

Joshua Katz, City Attorney

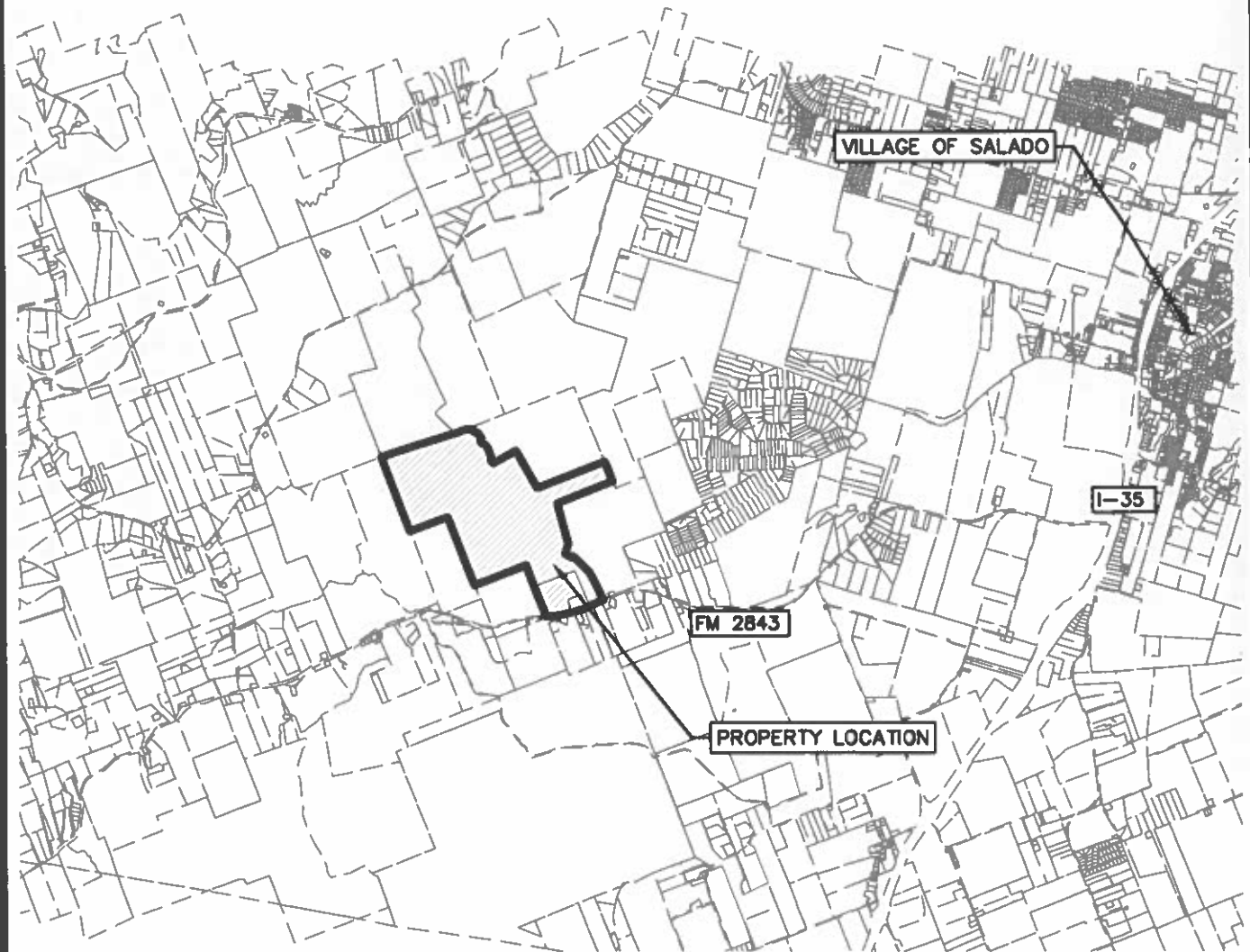
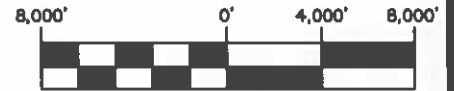
Exhibit "A"

SURVEY AND METES AND BOUNDS DESCRIPTION

**1,105 ACRES OF LAND LOCATED NORTHWEST OF THE INTERSECTION OF FM
2843 AND MUSTANG CREEK ROAD**



SCALE: 1" = 8,000'




Date: Mar 14, 2023, 10:20am, User ID: esphender
File: H:\Projects\GIS\GIS\1212 Preliminary\Mapsets\Mustang Springs - Location Map.dwg

JOB NO.	51365-01
DATE	3-16-23
DESIGNER	
CHECKED	DRAWN
SHEET	1 of 1

MUSTANG SPRINGS

BELL COUNTY, TEXAS

LOCATION MAP



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

FIELD NOTES
FOR

A 1,105.610 ACRE TRACT OF LAND BEING SITUATED IN THE ANDES DEITZ SURVEY, SECTION NO. 20, ABSTRACT NO. 254, IN THE WILLIS BRUCE SURVEY, ABSTRACT NO. 1066, IN THE VR PALMER SURVEY, ABSTRACT NO. 665, IN THE SIMON KUYKENDALL SURVEY, ABSTRACT NO. 495, IN THE WILLIAM CHRITTENDEN SURVEY, ABSTRACT 207, IN THE AM ROBERT SURVEY, ABSTRACT NO. 725, IN THE W WILLINGHAM SURVEY, ABSTRACT NO. 1125, AND IN THE WB RODGERS SURVEY, ABSTRACT NO. 717, IN BELL COUNTY, TEXAS, BEING OUT OF A CALLED 1019.86 ACRE TRACT (TRACT 1), A CALLED 75.46 ACRE TRACT (TRACT 2), AND A CALLED 10.00 ACRE TRACT (TRACT 3), ALL CONVEYED TO MOR-MAUR MUSTANG, LLC, RECORDED IN DOCUMENT NO. 2022038763 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS. SAID 1,105.610 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with cap marked "B RUSSELL 6349" found on a point in the north right-of-way line of Farm to Market Road 2843, a variable width right-of-way, said point being the southeast corner of a called 141.5-acre tract, conveyed to Noel Thomas Curb, recorded in Volume 895, Page 474 of the Official Records of Bell County, Texas, same being the southwest corner of said Tract 2 for the southernmost southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 21°23'08" W, departing the north right-of-way line of said Farm to Market Road 2843, with the east boundary line of said 141.5-acre tract, same being the west boundary line of said Tract 2, a distance of **1544.70 feet** to a ½" iron rod found at the base of a fence post, being a southwest corner of said Tract 1, said point being the northwest corner of said Tract 2 for an angle point hereof;

THENCE N 20°12'00" W, continuing with the east boundary line of said 141.5-acre tract, same being the west boundary line of said Tract 1, a distance of **1087.52 feet** to a ½" iron found at the northeast corner of said 141.5-acre tract, same being a southwest corner of said Tract 1, for a southwest ell corner hereof,

THENCE S 68°23'57" W, with the north boundary line of said 141.5-acre tract, same being a south boundary line of said Tract 1, a distance of **2648.79 feet** to a ½" iron found at the east boundary line of a called 1021.52-acre tract, conveyed to Bradley J. Brooks, recorded in Volume 801, Page 197 of said Official Records, said point being at the northwest corner of said 141.5-acre tract, same being a southwest corner of said Tract 1, for a southwest corner hereof;

THENCE N 21°17'25" W, departing the north boundary line of said 141.5-acre tract, with the east boundary line of said 1021.52-acre tract, same being the west boundary line of said Tract 1, a distance of **3520.25 feet** to a ½" iron rod found at the base of a fence post, being the northeast corner of said 1021.52-acre tract, same being a southwest corner of said Tract 1 for a southwest corner hereof;

THENCE S 69°16'21" W, with the north boundary line of said 1021.52-acre tract, same being the south boundary line of said Tract 1, a distance of **1925.77 feet** to a ½" iron rod found at a northeast ell corner of

said 1021.52-acre tract, same being the westernmost southwest corner of said Tract 1 for the westernmost southwest corner hereof;

THENCE N 20°55'00" W, with the east boundary line of said 1021.52-acre tract, same being the west boundary line of said Tract 1, a distance of **3824.39 feet** to a ½" iron rod at the base found at the base of a fence post, being on a point in the east boundary line of said 1021.52-acre tract, said point being the southwest corner of a called 521.34-acre tract, conveyed to Helen Gracy Smith Family Limited Trust, recorded in Document No. 2011031867 of said Official Records, same being the northwest corner of said Tract 1 for the northwest corner hereof;

THENCE, departing the east boundary line of said 1021.52-acre tract, with the south boundary line of said 521.34-acre tract, same being the north boundary line of said Tract 1, the following three (3) courses and distances:

1. **N 72°03'26" E**, a distance of **765.26 feet** to a ½" iron rod marked "Pape-Dawson" set for an angle point hereof,
2. **N 72°07'03" E**, a distance of **796.22 feet** to a fence post with 60-D nail found for an angle point hereof, and
3. **N 72°08'07" E**, a distance of **2251.56 feet** to a ½" iron rod marked "Pape-Dawson" set at the southwest corner of a called 418.74-acre tract, conveyed to Helen Gracy Smith Family Limited Trust, recorded in Document No. 2011031868 of said Official Records, same being the southeast corner of said 521.34-acre tract for an angle point hereof,

THENCE N 70°29'16" E, with the south boundary line of said 418.74-acre tract, same being the north boundary line of said Tract 1, at distance of 492.58 feet passing a 5/8" iron rod found for reference, continuing for a total distance of **542.11 feet** to a calculated point in the approximate centerline of Mustang Creek, said point being the northeast corner of said Tract 1, same being the northwest corner of a called 385.00-acre tract, conveyed to Lampasas River Holdings LP, recorded in Document No. 2012002204 of the Official Public Records of Bell County, Texas, for the northernmost northeast corner hereof;

THENCE, departing the south boundary line of 418.74-acre tract, with the approximate centerline of Mustang Creek, being the southwest line of a called 385.00-acre tract, same being the northeast line of said Tract 1, the following thirteen (13) courses and distances:

1. **S 61°23'33" E**, a distance of **108.10 feet** to a calculated angle point hereof,
2. **S 89°20'22" E**, a distance of **57.98 feet** to a calculated angle point hereof,
3. **N 65°07'30" E**, a distance of **113.37 feet** to a calculated angle point hereof,
4. **S 19°13'59" E**, a distance of **125.34 feet** to a calculated angle point hereof,

5. **S 65°23'30" E**, a distance of **216.75 feet** to a calculated angle point hereof,
6. **S 33°05'52" E**, a distance of **263.15 feet** to a calculated angle point hereof,
7. **S 05°20'02" W**, a distance of **165.80 feet** to a calculated angle point hereof,
8. **S 32°19'15" E**, a distance of **108.34 feet** to a calculated angle point hereof,
9. **S 65°06'14" E**, a distance of **134.46 feet** to a calculated angle point hereof,
10. **S 39°50'37" E**, a distance of **227.52 feet** to a calculated angle point hereof,
11. **S 21°26'21" E**, a distance of **524.74 feet** to a calculated angle point hereof,
12. **S 19°02'10" W**, a distance of **122.92 feet** to a calculated angle point hereof, and
13. **S 41°20'19" E**, a distance of **175.38 feet** to a calculated point for the northeast ell corner hereof,

THENCE N 60°38'11" E, with a south boundary line of said 385.00-acre tract, same being a north boundary line of said Tract 1, at distance of **142.34 feet** passing an iron rod marked "RPLS 4641" found for reference, continuing for a total distance of **1253.20 feet** to a ½" iron rod found at the an interior ell corner of said 385.00-acre tract, same being a northeast corner of said Tract 1, for a northeast corner hereof;

THENCE S 29°21'40" E, with the west boundary line of said 385.00-acre tract, same being an east boundary line of said Tract 1, a distance of **2059.87 feet** to an iron rod with illegible cap found at the southernmost southwest corner of said 385.00-acre tract, same being a northeast corner of said Tract 1, for a northeast ell corner hereof;

THENCE N 68°30'37" E, with the south boundary line of said 385.00-acre tract, same being a north boundary line of said Tract 1, a distance of **3466.34 feet** to an iron rod found leaning at the west boundary line of the Eagle Nest Holdings, LTD tract, recorded in Document No. 2007007581 of the Real Property Records of Bell County, Texas, said point being the southeast corner of said 385.00-acre tract, same being the easternmost northeast corner of said Tract 1, for the easternmost northeast corner hereof;

THENCE S 21°44'28" E, departing the south boundary line of said 385.00-acre tract, with the west boundary line of said Eagle Nest Holdings, LTD tract, same being an east boundary line of said Tract 1, a distance of **1026.03 feet** to a ½" iron rod marked "Pape-Dawson" set on a northeast corner of the Remnant Portion of a called 1368.78-acre tract, conveyed to Grace Ranches, LLC, recorded in Volume 3565, Page 307 of said Official Records, said point being the easternmost corner of said Tract 1, for the easternmost corner hereof;

THENCE S 68°03'46" W, departing the west boundary line of said Eagle Nest Holdings, LTD tract, with the north boundary line of the Remnant Portion of said 1368.78-acre tract, same being a south boundary line of said Tract 1, a distance of **2847.96 feet** to an iron rod marked "RPLS 4641" found at the northwest

corner of the Remnant Portion of a said 1368.78-acre tract, same being an interior ell corner of said Tract 1, a southeast ell corner hereof;

THENCE, with the west boundary line of the Remnant Portion of said 1368.78-acre tract, same being the east boundary line of said Tract 1, the following seven (7) courses and distances:

1. **S 14°43'12" E**, a distance of **1987.55 feet** to a ½" iron rod found for an angle point hereof,
2. **S 14°45'23" W**, a distance of **526.00 feet** to a ½" iron rod with cap marked "RPLS 4641" found for an angle point hereof,
3. **S 62°54'19" E**, a distance of **361.30 feet** to a ½" iron rod with cap marked "RPLS 4641" found for an angle point hereof,
4. **N 53°10'20" E**, a distance of **89.99 feet** to a ½" iron rod with cap marked "Pape-Dawson" set for an angle point hereof,
5. **S 45°12'51" E**, a distance of **1046.29 feet** to a ½" iron rod with cap marked "RPLS 4641" found for an angle point hereof,
6. **S 29°53'27" E**, a distance of **350.04 feet** to a ½" iron rod found for an angle point hereof, and
7. **S 25°06'33" E**, a distance of **1150.02 feet** to a ½" iron rod marked "RPLS 4641" found at the north right-of-way line of said Farm to Market Road 2843, said point being the southwest corner of the Remnant Portion of a called 1368.78-acre tract, same being the southernmost southeast corner of said Tract 1, for the southernmost southeast corner hereof,

THENCE, with the south boundary lines of said Tract 1, Tract 2, and Tract 3, same being the north boundary line of said Farm to Market Road 2843, the following eight (8) courses and distances:

1. **S 64°37'10" W**, a distance of **728.18 feet** to a ½" iron rod found for an angle point hereof,
2. **S 64°51'06" W**, a distance of **77.02 feet** to a Type I TXDOT monument found for a point of non-tangent curvature hereof,
3. along the arc of a curve to the right, having a **radius of 2815.05 feet**, a **central angle of 04°05'38"**, a **chord bearing and distance of S 66°31'38" W, 201.10 feet**, an **arc length of 201.14 feet** to an iron rod with cap marked "B Russell 6349" found for a point of compound curvature hereof,
4. along the arc of a curve to the right, having a **radius of 2815.05 feet**, a **central angle of 06°18'26"**, a **chord bearing and distance of S 71°58'02" W, 309.72 feet**, an **arc length of 309.88 feet** to a Type I TXDOT monument found for a point of non-tangency hereof,
5. **S 75°02'14" W**, a distance of **346.69 feet** to an iron rod with cap marked "B Russell 6349" found for an angle point hereof,

6. **S 75°04'18" W**, a distance of **325.49 feet** to a Type I TXDOT monument found for a point of non-tangent curvature hereof,
7. along the arc of a curve to the right, having a **radius of 2818.93 feet**, a **central angle of 12°58'43"**, a **chord bearing and distance of S 81°33'23" W, 637.18 feet**, an **arc length of 638.54 feet** to a Type I TXDOT monument for a point of non-tangency hereof, and
8. **S 87°54'06" W**, a distance of **258.65 feet** to the **POINT OF BEGINNING** and containing 1,105.610 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc., under Job No. 51365-01.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 12, 2022
JOB No.: 51365-01
DOC.ID.: H:\Survey\CIVIL\51365-01\Word\FN-51365-01_1,105.610Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

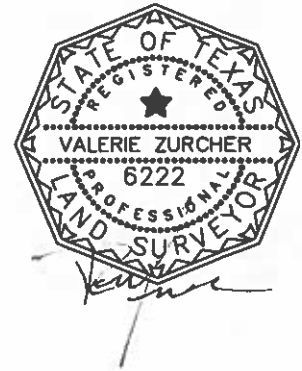


Exhibit "B"
MUNICIPAL SERVICES AGREEMENT

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF SALADO AND
MOR-MAUR MUSTANG, LLC REGARDING SERVICES TO BE
PROVIDED BY THE VILLAGE UPON ANNEXATION**

This Agreement is made and entered into by and between the **Village of Salado**, Texas ("Village"), a Type A, general-law municipal corporation, and **Mor-Maur Mustang, LLC** ("Petitioners"). This Agreement is effective on the date of the last to execute below, (the "Effective Date"). The Village and the Petitioners are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Texas Local Government Code Section 43.0671 authorizes a municipality to annex an area if each owner of land in the area requests annexation; and

WHEREAS, where the Village elects to annex such an area, the Village is required to enter into a written agreement with the property owner(s) that sets forth the Village services to be provided for the Property on or after the effective date of annexation (the "Effective Date"); and

WHEREAS, Petitioners own certain parcels of land located in Bell County, Texas, which consists of approximately 1,105 acres of land in the Village's extraterritorial jurisdiction; and

WHEREAS, on March 15, 2023, Mor-Maur Mustang, LLC submitted a Petition to the Village for Voluntary Annexation of a 1,105 acre tract of land in Bell County as further described **Exhibit A** attached hereto and incorporated into this agreement ("Property"); and

WHEREAS, Texas Local Government Code Section 43.0672 requires that prior to annexation, the Village must first negotiate and enter into a written agreement with the owners of land in the area for provision of services in the area; and

WHEREAS, the Parties desire to enter into this Agreement pursuant Texas Local Government Code Section 43.0672 for the services that that will become available upon annexation of the subject tract of land into the Village;

NOW THEREFORE, in consideration of the terms and conditions herein which are in the public interest, it is mutually agreed as follows:

MUNICIPAL SERVICES TO BE PROVIDED

Commencing on the Effective Date, the Village of Salado, Texas, will provide for the extension of full municipal services into the area proposed to be annexed as described below.

1. Police Protection

- a. *Existing Village Service:* The Salado Police Department provides law enforcement services in the Village.
- b. *Services to be Provided:* The Salado Police Department is responsible for enforcement of Village ordinances and various State laws within the Village.

Upon annexation of the subject area, the Village will be responsible for enforcement of Village ordinances and various State laws in the annexed area.

The Bell County Sheriff's Department and the Bell County Precinct Two Constable provide supplemental law enforcement services in the Village, when requested by the Village. It is not anticipated that this will change in the near term.

- c. The Village has a municipal court that can handle Class C misdemeanors, including violations of the Village of Salado Code of Ordinances.

2. Fire Protection Including Emergency Ambulance

- a. *Existing Village Service:* None.
- b. *Services to be Provided:* The Village of Salado has no plans to provide fire protection or emergency ambulance services to the subject area.

The subject area is located within the boundaries of Bell County Emergency Services District #1 which contracts with the Salado Fire Department to provide fire protection.

The Fire Department has two (2) fire stations, one located within the Village and the other in Salado's E-T-J. The nearest fire station to the subject area is Fire Station # 1, located at 205 N. Stagecoach Road, Salado, Texas, which is approximately 7.5 miles from the subject area.

Emergency medical service is provided by the Temple EMS (AMR) which has a service contract with Bell County. The nearest EMS unit is housed in Salado Fire Station #2, located at 3520 FM 2484, Salado, Texas, which is approximately 9 miles from the subject area.

- c. The subject area is currently served by the Salado Fire Department and Temple EMS (AMR).

3. Solid Waste Collection

- a. Existing Village Service: None.
- b. Services to be Provided: The Village of Salado has no plans to provide solid waste collection services to the subject area.

Within the corporate limits of Salado, solid waste collection services are provided by three (3) private, commercial solid waste collection companies who have franchise agreements with the Village. The companies provide regular curbside garbage and recyclable collection. Participation is mandatory. No change in the current arrangement regarding solid waste collection is anticipated in the near future.

- c. The subject area is currently serviced by a private, commercial solid waste collection company.

4. Water Service

- a. Existing Village Service: None.
- b. Services to be Provided: The Village of Salado has no plans to provide water service to the subject area.

The subject area will be served by a properly permitted water system designed, constructed and operated by Petitioners.

5. Sanitary Sewer Service

- a. *Existing Village Service:* Retail wastewater service is provided to properties on Main Street, Royal Street, Church Street, Stagecoach Road, and portions of West Village Road, Salado School Road, Thomas Arnold Road and Williams Road. The Village anticipates expanding its wastewater service area in the future, as demands for service increase.

Properties outside the retail wastewater service area are currently serviced by permitted on-site septic systems.

- b. *Services to be Provided:*

The subject area will be served, in large part, by a properly permitted wastewater system designed, constructed and operated by the Petitioners. A limited number of properties in the subject area will be served with on-site septic systems.

6. Maintenance of Roads and Streets

- a. *Existing Village Service:* The Village of Salado provides regular road maintenance service for its inventory of public streets.

- b. *Services to be Provided:* Upon annexation, the Village of Salado will maintain any roadway dedicated as public roadway, where the subject area is located.

7. Parks, Playgrounds and Swimming Pools

- a. *Existing Village Service:* The Village of Salado currently maintains and operates two (2) public parks. One is Pace Park which is located east of Main Street along the Salado Creek. The other is Sirena Park which located northwest of the intersection of Main Street and Royal Street, along the Salado Creek. Pace Park contains a natural swimming area, recreation lawn, covered pavilion, restroom facilities and a playscape. Meanwhile, Sirena Park contains a natural swimming area and picnic tables. Both parks are open and available to the general public. In addition to maintaining and operating the Village's existing park facilities, the Village is developing a multi-purpose trail system and all-abilities playground.

- b. *Services to be Provided:* The Village of Salado will not maintain and operate park facilities in the subject area. The Petitioners will design

and construct private park improvements for use by those residing in the subject area.

8. Library Service

- a. Existing Village Service: None.
- b. Services to be Provided: There are no plans for the Village of Salado to provide library service to the subject area.

However, the Village is located within the boundaries of the Salado Public Library District which is responsible for providing library services to the subject properties. The District's library is located at 1151 N. Main Street which is approximately 7.3 miles from the subject properties.

9. Street Lighting

- a. Existing Village Service: The Village provides limited street lighting in its downtown business district and on a limited number of residential public streets within the Village, per an interlocal agreement with ONCOR Electric.
- b. Services to be Provided: The Village of Salado shall own and be responsible for operation of street lights constructed in the subject area.

10. Planning and Zoning

- a. Existing Village Service: The Village of Salado provides planning services for properties within the Village including, but not limited to, zoning, subdivision review and approval, and code enforcement.

Zoning and subdivision approvals are performed by the Planning and Zoning Commission and the Board of Aldermen.

- b. Services to be Provided: The Village of Salado's planning and zoning jurisdiction will extend to the subject area on the effective date of the annexation ordinance.
- c. The Village will consider initial zoning of the subject area within thirty (30) days after approval of the annexation ordinance

11. Electrical Service

- a. Existing Village Service: None.
- b. Services to be Provided: The Village of Salado does not have plans to provide retail electric service to the subject area.

Currently, numerous retail electric companies provide electrical service in Salado. Meanwhile, ONCOR Electric and Bartlett Electric Co-Op Inc. are the electric transmission and distribution service providers in Salado and the surrounding area.

- c. The subject area is currently served by Bartlett Electric Co-Op Inc.

12. Building Inspection / Code Enforcement / Permitting

- a. Existing Village Service: The Village of Salado provides plan review and permitting services for planned site developments and building construction within the Village.

The Village requires all contractors to adhere to the following development codes: the 2011 National Electric Code; 2009 International Mechanical Code; 2009 International Plumbing Code; 2009 International Residential Code; 2009 International Building Code; 2009 International Energy Conservation Code; 2009 International Fire Code; 2009 International Fuel Gas Code; 2009 International Existing Building Code; and 1994 Texas Accessibility Standards.

Water and Wastewater rules are the latest version of those published by the Texas Commission on Environmental Quality (TCEQ) and Village of Salado.

Site plan approval is performed by the Planning and Zoning Commission and the Board of Aldermen.

Building inspections, Fire Code enforcement and plan reviews are conducted by third-party contractors on behalf of the Village.

Code Enforcement is conducted by the Village on a complaint basis.

- b. Services to be Provided: The Village of Salado's development permitting services will extend to the subject area on the effective date of the annexation ordinance.

13. All other municipal services will be provided to the area in accordance with policies established by the Village of Salado.

14. **SERVICE LEVEL.** The Village will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the Village with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

14. **AUTHORITY.** Village and Petitioners represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

15. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

16. **INTERPRETATION.** The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

17. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Bell County, Texas, and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

18. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

19. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the Village does not waive or surrender any of its governmental powers or immunities.

20. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

21. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

22. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Petitioners and the Village, and is enforceable by any current or future owner of any portion of the Property.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

VILLAGE OF SALADO

By 
Michael Coggia, Mayor

Date of Execution 05/18/2023

Attest:

By: 
Don Ferguson, Village Administrator

PETITIONERS

Mor-Maur Mustang, LLC

By 
Ron Lynn Mitchell, President

Date of Execution 6-19-2023

Attest:

By:

A handwritten signature in black ink, appearing to be 'J. K.', written over a horizontal line.