

**CITY OF ANGLETON SERVICES AGREEMENT FOR
THE ANNEXATION OF LAND LOCATED IN
THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANGLETON**

I. Introduction

This Municipal Services Agreement ("Agreement") is entered into on the 12th day of August, 2025 by the City of Angleton, a home-rule municipality of the State of Texas, ("City") and Justin Yaklin, Yaklin Real Estate Holding, LP ("Owners"). This Agreement pertains to the land ("tract") attached as Exhibit "C", incorporated herein and made a part of for all purposes.

II. Term and Effective Date

The Owner has requested that the City annex the Tract. Pursuant to Texas Local Government Code Sec. 43.0672, the parties enter this Agreement regarding services to be provided to the Tract.

This Agreement is proposed to be in effect for a term of five (5) years commencing on the effective date of the annexation of the Tract. Renewal of this Agreement shall be at the discretion of the City and such discretion may be exercised by the City Council in such manner and for such time as the City may direct.

III. Services to be Provided Immediately Upon Annexation of the Tract

A. Services. According to this Agreement, the City shall provide services to the Tract including police protection; fire protection; emergency medical services; solid waste collection; operation and maintenance of roads and streets, including road and street lighting; operation and maintenance of parks, playgrounds, and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service. The City shall provide such services to the Tract to the extent that the City currently offers such services to similarly situated landowners. The City shall provide such services on the effective date of annexation. The City anticipates initiating the acquisition or construction of other capital improvements after the effective date of annexation which would be necessary for providing municipal services to serve the Tract.

This City may cause or allow public or private utilities, contractors, governmental entities, and other public service organizations to provide such services to the Tract, in whole or in part.

B. Scope and Quality of Proposed Service. The City shall provide services to

the Tract pursuant to any methods by which it extends or is authorized to extend services to any other area of the City. Under this Services Agreement, the City shall not provide fewer services or a lower level of services to the Tract than were in existence in the area immediately preceding the date of annexation. However, it is not the intent of this Services Agreement to require that a uniform level of services be provided to all areas of the City, including the Tract, where differing characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

C. Fees. The City may impose a fee for a service to the Tract if the same fee is imposed within the corporate boundaries of the City before annexation. The CITY may impose a fee to the Tract, over and above ad valorem taxes and fees imposed within the corporate boundaries of the City before annexation to maintain the level of services that existed to the Tract before annexation, if applicable.

NOTHING IN THIS SERVICES AGREEMENT SHALL BE INTERPRETED TO WAIVE OR OVERRIDE ANY PRE-EXISTING OBLIGATION THAT ANY OTHER PUBLIC AND/OR POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY CURRENTLY HAS TO CONSTRUCT AND/OR OTHERWISE MAINTAIN THE PUBLIC IMPROVEMENTS OR INFRASTRUCTURE CURRENTLY EXISTING TO THE TRACT.

IV. AMENDMENT; GOVERNING LAW

This Services Agreement may not be amended or repealed except as provided by the Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the services nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Services Agreement, and the City reserves the right to make such changes. This Services Agreement is subject to and shall be interpreted in accordance with the Local Government Code, the Constitution, and laws of the federal government of the United States of America and the State of Texas.

V. FORCE MAJEURE

Should a *force majeure* interrupt the services described herein, the City shall resume services under this Services Agreement within a reasonable time after the cessation of the *force majeure*. The term "*force majeure*," for the purposes of this Services Agreement, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions, and any other inability imposed upon the City whether similar to those enumerated or otherwise, which is not within the control of the City.

VI. ENTIRE AGREEMENT

This document contains the entire and Services Agreement relating to the Tract and supersedes all other negotiations, representations, plans and agreements, whether written or oral.

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Execution Page to Follow

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

CITY OF ANGLETON

Owner
Justin Yaklin
Yaklin Real Estate Holding, LO

By: _____
Mayor John Wright

By: _____

Name: Justin Yaklin

Attest:

Michelle Perez, City Secretary