

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE  
CITY OF DRIPPING SPRINGS, TEXAS AND  
DRIPPING SPRINGS COMMUNITY LIBRARY**

This Municipal Services Agreement (“Agreement”) is entered into on \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and Dripping Springs Community Library (“Owner”).

**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**, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 3.209 acres of land situated in the Philip A Smith Survey, in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A” attached and incorporated herein by reference (“Property”);

**WHEREAS**, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

**NOW THEREFORE**, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit “A”.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

**a. POLICE PROTECTION**

The City does not provide municipal police protection but has an agreement with Hays

County for protection through the Hays County Sheriff's Office.

**b. FIRE SERVICE**

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue. Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

**c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES**

The City will provide Building and Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

**d. LIBRARIES**

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

**e. ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT SERVICES**

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance. Septic permitting services, where applicable, is also provided by the City.

**f. PLANNING AND ZONING**

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

**g. PARKS AND RECREATION**

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

**h. STREET AND DRAINAGE MAINTENANCE**

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

**i. STREET LIGHTING**

The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

**j. TRAFFIC ENGINEERING**

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area for any public roads.

**k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL**

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

**l. WATER SERVICE**

The City is a water provider however, the City will not be the water provider for this property. Water service is available from the Dripping Springs Water Supply Corporation.

**m. SEWER SERVICE**

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors. In some instances, the owners of annexed property have expressly waived any demands for sewer service pursuant to development agreements.

**n. MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

**4. ANNEXED PROPERTY REQUIREMENTS.**

**a. LIGHTING**

The Property Owner agrees to bring the property into compliance with City's adopted regulations for outdoor lighting within one year after completion of the annexation process.

**b. ZONING**

The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

**5. AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

**6. SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

**7. 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.

8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.
9. **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.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **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.
12. **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.
13. **AGREEMENT BINDS 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 and is binding on the Owner.
14. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

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

**[Signature page follows.]**

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

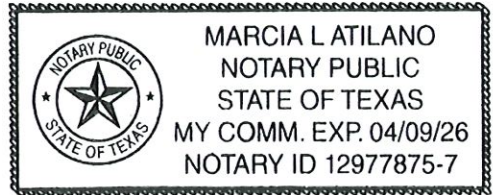
**DRIPPING SPRINGS COMMUNITY LIBRARY**

*Bob Richardson*  
Signature

BOB RICHARDSON  
Printed Name

VICE PRESIDENT BOARD OF DIRECTORS  
Title

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §



This instrument was acknowledged before me on the 2<sup>nd</sup> day of September, 2022  
by Bob Richardson, <sup>BOARD</sup> Vice [Name and title of individual signing] of on behalf of said  
Dripping Springs Community <sup>President</sup> [insert name of company or individual if applicable].  
LIBRARY

*Marcia L Atilano*  
Notary Public, State of Texas

## EXHIBIT A

### Legal Description and Location Map

#### TRACT I

Being a portion of that tract of approximately 152.47 acres of land in the P. A. Smith League, Hays County, Texas, and conveyed to Mrs. Edna Earl Baird by W. R. Baird by deed dated February 19, 1937, recorded in Volume 154, page 59, Hays County Deed Records.

**BEGINNING** at the most southern southeast corner of the Edna Earl Baird 152.47 acres for the southeast corner of the tract herein described;

**THENCE**, in a westerly direction with the most southern boundary line of the said Edna Earl Baird 152.47 acre tract, 140 feet to a point for the southwest corner of the tract herein described;

**THENCE**, in a northwesterly direction parallel to the eastern boundary line of the Edna Earl Baird 152.47 acre tract and the west boundary line of that tract of land conveyed by Clara Wilson et al, to Alva C. Haydon, recorded in Volume 249, page 307, Hays county Deed Records, 700 feet to a point for the northwest corner of the tract herein described;

**THENCE**, in an easterly direction parallel to the south boundary of the tract herein described, 140 feet to a point in the west boundary line of the Alva C. Haydon tract for the northeast corner of the tract herein described;

**THENCE**, in a southeasterly direction with the west boundary line of the Alva C. Haydon tract, 700 feet to the **PLACE OF BEGINNING**, containing 2.25 acres of land, more or less

#### TRACT II

Description of a dividing line between the approximate East and West halves of that certain 152.47 acre tract of land out of the P. A. SMITH LEAGUE situated in Hays County, Texas, being that tract of land described in that Deed dated February 19, 1937, from W. R. Baird to Edna Earl Baird, recorded in Volume 154, Pages 59-60, Deed Records of Hays County, Texas.

**BEGINNING** at the most northerly Northwest corner of the Baird tract;

**THENCE**, with the common line between the said Baird Tract and that tract of land conveyed by Deed dated June 1, 1966, from J. V. Gregg, et ux, to C. Barton Draper, et ux, recorded in Volume 212, Pages 310-314, of the Deed Records of Hays County, Texas, South to a point being the Southeast corner of said Draper Tract;

**THENCE**, East approximately 200 feet to a point from which the centerline of a road bears East 15 feet;

THENCE, in a Southerly direction parallel with the centerline of said road, and following the meanders of said road to a point from which the North line of a 2.25 acre tract of land conveyed to John Marcus Baird by Deed recorded in Volume 264, Page 55-56, of the Deed Records of Hays County, Texas, bears South 300 feet;

THENCE, from said point in a Southerly direction to the Northwest corner of the said John Marcus Baird 2.25 acre tract;

THENCE, with the West line of the John Marcus Baird 2.25 acre tract approximately 700 feet to the South line of the above described 152.47 acre Baird tract, said point being in the North line of that 3.01 acre tract of land conveyed to J. D. Ragland by Deed recorded in Volume 169, Page 171, of the Deed Records of Hays County, Texas, for POINT OF TERMINATION

SAVE AND EXCEPT THE FOLLOWING, FROM TRACT II:

BEING A PART OF THAT CERTAIN 1.04 ACRE TRACT WHICH WAS CONVEYED TO JOHN BAIRD IN A DEED RECORDED IN VOLUME 310, AT PAGE 718, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 0.0309 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND IN A POST FOR THE NORTHEAST CORNER OF THE FORESAID 1.04 ACRE TRACT FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, S 35 41'20"W, A DISTANCE OF 46.84 FT., WITH THE EAST LINE OF THE FORESAID 1.04 ACRE TRACT, TO A STEEL PIN SET ON THE CURVE NORTH RIGHT-OF-WAY LINE OF A PROPOSED 60 FT. RIGHT-OF-WAY FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, WITH THE ARC OF A CURVE TO THE LEFT, WHICH HAS A RADIUS OF 309.60 FT., A TANGENT OF 30.05 FT., AN ARC LENGTH OF 59.90 FT., AND A CHORD WHICH BEARS N 53 49'41"W, A DISTANCE OF 59.81 FT., TO A STEEL PIN SET IN THE NORTH LINE OF THE FORESAID 1.04 ACRE TRACT, AS FENCED, FOR THE MOST WESTERLY CORNER OF THIS TRACT;

THENCE, N 87 55'27"E, A DISTANCE OF 75.66 FT., WITH THE NORTH LINE OF THE FORESAID 1.04 ACRE TRACT, AS FENCED, TO THE PLACE OF BEGINNING AND CONTAINING 0.0309 ACRE OF LAND

STATE OF TEXAS  
COUNTY OF HAYS



**DRIPPING SPRINGS**  
Texas

Location Map

**ANNEX2022-0002**  
**Dripping Springs**  
**Community Library**

	<b>City Limits</b>
	<b>Full Purpose</b>
	<b>Subject Property</b>

