

CITY OF ROYSE CITY, TEXAS

SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO: _____

DATE OF ANNEXATION ORDINANCE: _____

ACREAGE ANNEXED: _____

SURVEY, ABSTRACT & COUNTY: _____

Municipal Services to the acreage described above shall be furnished by or on behalf of the City of Royse City (the "City"), at the following levels and in accordance with the following schedule:

A. POLICE SERVICE

1. Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with any of the methods of [whereby] the City of Royse City, Texas, extends police service to any other area of the municipality, will be provided immediately after the effective date of the annexation ordinance.
2. Upon ultimate development of the area, the same level of police service will be provided to this area as is furnished throughout the City.

B. FIRE SERVICES

1. Fire protection and emergency ambulance equipment by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, and in a manner consistent with any of the methods of [whereby] the City of Royse City, Texas, extends fire service to any other area of the municipality, will be provided to this area immediately after the effective date of the annexation ordinance.
2. Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as is furnished throughout the City.

C. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES

1. Enforcement of the City's environmental health ordinances and regulations, including but not limited to weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area

[within] sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2. Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances, will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3. The City's zoning, subdivision, sign and other ordinances shall be enforced in this area, beginning upon the effective date of the annexation ordinance.

4. All inspection services furnished by the City of Royse City, but not mentioned above, will be provided to this area within sixty (60) days of the effective date of the annexation ordinance.

5. As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Code Enforcement Services as are furnished throughout the City.

D. PLANNING AND ZONING SERVICES

The planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Comprehensive Zoning Ordinance and Comprehensive Plan.

E. PARK AND RECREATION SERVICES

1. Residents of this property may utilize all existing park and recreational services, facilities, and sites throughout the City, beginning upon the effective date of the annexation ordinance.

2. Additional facilities and sites to serve this property and its residents will be acquired, developed and maintained at locations and times provided by applicable plans, policies, and programs and decisions of the City of Royse City. This property will be included in all plans for providing parks and recreation services of the City.

3. Existing parks, playgrounds, and other recreational facilities within this property shall, upon dedication to and acceptance by the City, be maintained and operated by the City of Royse City, but not otherwise.

F. SOLID WASTE COLLECTION

1. Solid waste collection shall be provided to the property in accordance with existing City policies, beginning upon the effective date of the annexation ordinance.
2. As development and construction commence in this property and population density increases to the property level, solid waste collection shall be provided to this property in accordance with the current policies of the City as to frequency, changes and so forth.

G. STREETS

1. The City of Royse City's existing policies with regard to street maintenance, applicable throughout the entire City, shall apply to this property, beginning upon the effective date of the annexation ordinance. Unless a street within this property has been constructed or is improved to the City's standards and specifications, that street will not be maintained by the City of Royse City.
2. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Royse City with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
3. The same level of maintenance shall be provided to streets within this property, which have been accepted throughout the City of Royse City, as is provided to City streets throughout the City.
4. Street lighting installed on streets improved to the City standards shall be maintained by TXU Electric and/or Farmers Electric Co-op (FEC) in accordance with current City policies.

H. WATER SERVICES

1. Connection to existing City water mains for water service for domestic, commercial and industrial use within this property will be provided in accordance with City policies, as they exist or may be amended. Upon connection to existing mains, water will be provided at rates established by City ordinances for such service throughout the City.
2. As development and construction commence in this property, water mains of the City will be extended in accordance with the provisions of the Subdivision Ordinance and other applicable ordinances and regulations, as they exist or may be amended. City participation in the costs of these extensions shall be in accordance with the applicable City ordinances and regulations, as they exist or may be amended. Such extensions will be commenced within two and one-half (2-1/2) years from the

effective date of the annexation ordinance and substantially completed within four and one-half (4-1/2) years after that date.*

3. Water mains installed or improved to City standards, which are within the annexed area and are with [within] dedicated easements, shall be maintained by the City of Royse City, beginning upon the effective date of the annexation ordinance.

4. Private water lines within this property shall be maintained by their owners in accordance with policies applicable throughout the City, as they exist or may be amended.

I. SANITARY SEWER SERVICES

1. Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with City policies, as they exist or may be amended. Upon connection, sanitary sewer service will be provided at rates established by City ordinances for service throughout the City.

2. Sanitary sewage mains and/or lift stations installed or improved to City standards, located in dedicated easements, and which are within the annexed area and are connected to City mains will be maintained by the City of Royse City, beginning upon the effective date of the annexation ordinance.

3. As development and construction commence in this area, sanitary sewer in the City will be extended in accordance with the provisions of the Subdivision Ordinance and other applicable City ordinances and regulations, as they exist or may be amended. Such extensions will be commenced within two and one-half (2-1/2) years from the effective date of the annexation ordinance and substantially completed within four and one-half (4-1/2) years after that date.*

J. MISCELLANEOUS

1. Any facility or building located within the annexed area and utilized by the City of Royse City in providing services to the area will be maintained by the City of Royse City commencing upon the date of use or within sixty (60) days of the effective date of the annexation ordinance, whichever occurs later.

2. General municipal administration and administration services of the City shall be available to the annexed area, beginning upon the effective date of the annexation ordinance.

3. Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

4. The Service Plan is valid for ten (10) years from the effective date of the Ordinance.

***WAIVER OF STATUTORY SCHEDULE FOR PROVISION OF MUNICIPAL SERVICES:**

THE CITY OF ROYSE CITY AND _____ AGREE THAT THE REQUIREMENT THAT THE CONSTRUCTION OF CAPITAL IMPROVEMENTS NECESSARY TO PROVIDE MUNICIPAL SERVICES TO THE PROPERTY MUST BE SUBSTANTIALLY COMPLETED WITHIN FOUR AND ONE-HALF (4-1/2) YEARS OF THE ANNEXATION DOES NOT APPLY TO DEVELOPMENT ON THE PROPERTY BECAUSE OF ITS SIZE OR PROJECTED MANNER OF DEVELOPMENT BY THE OWNERS OR DEVELOPERS. THE PARTIES AGREE THAT SUCH SERVICES ARE NOT REASONABLY EXPECTED TO BE COMPLETED WITHIN THAT TIME PERIOD.

THE INDIVIDUALS EXECUTING THIS SERVICE PLAN ON BEHALF OF THE RESPECTIVE PARTIES REPRESENT TO EACH OTHER AND TO OTHERS THAT ALL APPROPRIATE AND NECESSARY ACTION HAS BEEN TAKEN TO AUTHORIZE THE INDIVIDUAL WHO IS EXECUTING THE SERVICE PLAN TO DO SO FOR AND ON BEHALF OF THE PARTY FOR WHICH HIS OR HER SIGNATURE APPEARS, THAT THERE ARE NO OTHER PARTIES OR ENTITIES REQUIRED TO EXECUTE THE SERVICE PLAN IN ORDER FOR THE SAME TO BE AN AUTHORIZED AND BINDING AGREEMENT ON THE PARTY FOR WHOM THE INDIVIDUAL IS SIGNING THE SERVICE PLAN AND THAT EACH INDIVIDUAL AFFIXING HIS OR HER SIGNATURE THERETO IS AUTHORIZED TO DO SO, AND SUCH AUTHORIZATION IS VALID AND EFFECTIVE ON THE DATE HEREOF.

The owners of the property described above are _____.

Agreed to by the City of Royse City, Texas on the date of and by the passage of Ordinance No. _____, annexing the above-described property, with this Service Plan being attached to and incorporated into said Ordinance as Exhibit "C".

Agreed to and executed by the Owners on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

OWNER:

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20____, by _____.

Notary Public in and for the State of Texas
My Commission Expires:_____