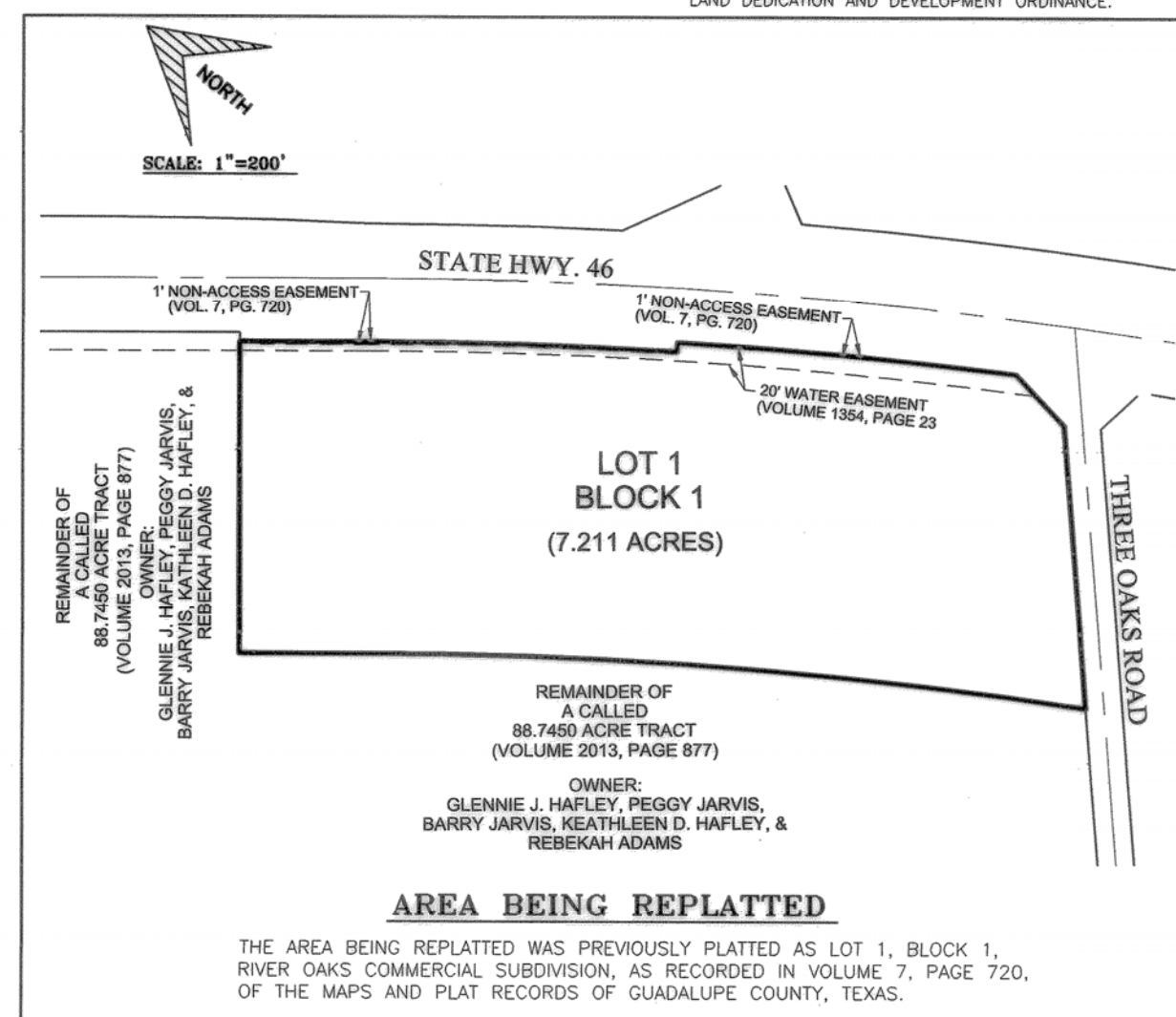


LOCATION MAP  
NOT TO SCALE



OWNER'S ACKNOWLEDGEMENT:  
STATE OF TEXAS  
COUNTY OF Hays

I, KEVIN BRUMLEY, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE REPLAT OF RIVER OAKS COMMERCIAL SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF GUADALUPE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: KEVIN BRUMLEY

TITLE: PRESIDENT

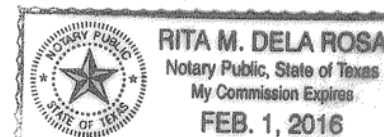
ADDRESS: 1405 UNITED DRIVE, #113

SAN MARCOS, TEXAS 78666

STATE OF TEXAS  
COUNTY OF Hays  
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Kevin Brumley, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 21 DAY OF February, A.D. 2014 RMD

Rita M. Dela Rosa  
NOTARY PUBLIC

Hays COUNTY, TEXAS



## NOTES

1. BASED ON A MAP TO MAP TRANSFER (BY VISUAL INSPECTION OR SCALING ONLY) THE SUBJECT PROPERTY HEREON IS SHOWN TO BE LOCATED IN FLOOD ZONE "X", ON COMMUNITY PANEL NUMBER 48187C (0120 F DATED 11-02-2007, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP. NO PORTION OF ANY LOT ON THIS PLAT IS WITHIN AN INDICATED SPECIAL FLOOD HAZARD ZONE ACCORDING TO THE ADOPTED FLOOD MAPS OF THE CITY OF NEW BRAUNFELS.
2. FLOOD ZONE DEFINITION: (FOR MORE DETAILED DEFINITION PLEASE CONSULT FLOOD MAP(S).)
3. ZONE "X" (UNSHADED) AREAS OUTSIDE 500-YR FLOOD PLAIN
4. PLAT ESTABLISHING THREE (3) NEW COMMERCIAL LOTS.
5. STATE PLANE COORDINATES AS SHOWN HEREON WERE DERIVED FROM G.P.S. OBSERVATION AS OBTAINED FROM GEODETIX, INC.
6. NO STRUCTURES, FENCES WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENT, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF NEW BRAUNFELS AND GUADALUPE COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN IN LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.
7. PLATTED AREA DOES NOT LIE OVER THE EDWARDS AQUIFER RECHARGE ZONE.
8. PLATTED AREA LIES WITHIN THE NAVARRO INDEPENDENT SCHOOL DISTRICT.
9. PLATTED AREA LIES WITHIN THE NEW BRAUNFELS E.T.J.
10. 6-FT. COMMERCIAL SIDEWALKS SHALL BE CONSTRUCTED PER CITY STANDARDS BY DEVELOPER/OWNER ALONG STATE HWY. 46 & THREE OAKS ROAD DURING THE PERMITTING/CONSTRUCTION STAGE.
11. ANY DRIVEWAY CONSTRUCTION ON COUNTY ROADS WITHIN THE UNINCORPORATED AREAS OF GUADALUPE COUNTY MUST BE PERMITTED BY THE GUADALUPE COUNTY ROAD DEPARTMENT.
12. SPRING HILL WATER WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION. GUADALUPE VALLEY ELECTRIC COOPERATIVE WILL PROVIDE ELECTRIC SERVICE TO THIS SUBDIVISION. AT&T AND TIME WARNER CABLE WILL BE PROVIDED OPPORTUNITY TO SERVICE THIS SUBDIVISION IN COORDINATION WITH GUADALUPE VALLEY ELECTRIC COMPANY. SEWER WILL BE BY SEPTIC.
13. OWNER SHALL PROVIDE SHARED PRIVATE CROSS ACCESS EASEMENT AS PER SECTION 114-98 (e)(2), CITY OF NEW BRAUNFELS, CODE OF ORDINANCES.
14. THIS SUBDIVISION IS SUBJECT TO THE CITY OF NEW BRAUNFELS PARK LAND DEDICATION AND DEVELOPMENT ORDINANCE.

## GVEC NOTES

1. ALL TRACTS ARE SUBJECT TO A 15' ELECTRIC EASEMENT ALONG ALL SIDES, FRONT AND REAR LINES.
2. EACH LOT IS SUBJECT TO A FLOATING 10' WIDE BY 30' LONG ELECTRIC GUY WIRE EASEMENT TO BE LOCATED BY GVEC.
3. ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES.

THIS SUBDIVISION PLAT OF RIVER OAKS COMMERCIAL 2 SUBDIVISION, SUBMITTED TO AND APPROVED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. FOR EASEMENTS.

KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS  
COUNTY OF GUADALUPE

I, THE UNDERSIGNED, JOE EDWARD HIGLE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE UNDER MY SUPERVISION AND IN COMPLIANCE WITH CITY AND STATE SURVEY REGULATIONS AND LAWS AND MADE ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

JOE E. HIGLE  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4788  
1035 CENTRAL PARKWAY N., SAN ANTONIO, TX. 78232

## TXDOT NOTES

1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
3. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S "ACCESS MANAGEMENT MANUAL". LOT 2 OF THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF ONE (1) ACCESS POINT BASED ON OVERALL PLATTED HIGHWAY FRONTAGE OF APPROXIMATELY 158.52 FEET. THIS ACCESS POINT WILL BE SHARED WITH ADJOINING PROPERTY TO THE NORTH. LOT 3 OF THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF ONE (1) ACCESS POINT BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF APPROXIMATELY 319.21 FEET. LOT 4 OF THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED TOTAL OF ZERO (0) ACCESS POINT BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF APPROXIMATELY 290 FEET. A JOINT ACCESS EASEMENT WILL BE PROVIDED TO PROVIDE INTERNAL CROSS ACCESS FROM THE SHARED LOT 2 DRIVEWAY TO LOT 4 INCLUDING ANY ACCESS TO BE PERMITTED TO THREE OAKS ROAD. IF NECESSARY TEMPORARY ROADS WILL BE PROVIDED TO ALLOW INTERNAL CROSS ACCESS. THE INTERNAL APPROACH TO LOT 3 ACCESS POINT WILL HAVE A THROAT DEPTH CONSISTENT WITH A SIGNALIZED PUBLIC STREET.
4. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE AS DIRECTED BY TXDOT.
5. ANY TRAFFIC CONTROL MEASURES (LEFT-TURN LANE, RIGHT-TURN LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER. THE OWNERS OF LOT 3, AT THE TIME IMPROVEMENTS ARE REQUIRED, ARE RESPONSIBLE FOR THE FUNDING AND CONSTRUCTION FOR THE SIGNALIZATION OF THE INTERSECTION OF SH 46 WITH CORDOVA ROAD AND THE LOT 3 DRIVEWAY AT SUCH TIME THAT THE INTERACTION MEETS TRAFFIC SIGNAL WARRANTS.
13. THIS SUBDIVISION IS SUBJECT TO A FUTURE OFF STREET HIKE AND BIKE TRAIL, IN STREET R.O.W., ALONG THE ENTIRE FRONTAGE OF STATE HIGHWAY 46 PER THE CITY OF NEW BRAUNFELS STANDARDS.
14. THIS SUBDIVISION IS SUBJECT TO THE CITY OF NEW BRAUNFELS PARK LAND DEDICATION AND DEVELOPMENT ORDINANCE. COMMERCIAL DEVELOPMENT IS EXEMPT FROM DEDICATION AND DEVELOPMENT REQUIREMENTS. AT SUCH TIME THAT RESIDENTIAL DWELLING UNITS ARE CONSTRUCTED WITHIN THIS SUBDIVISION, THE OWNER SHALL SUBMIT THE \$600 DEDICATION AND DEVELOPMENT FEE TO THE CITY OF NEW BRAUNFELS FOR EACH NEW DWELLING UNIT.

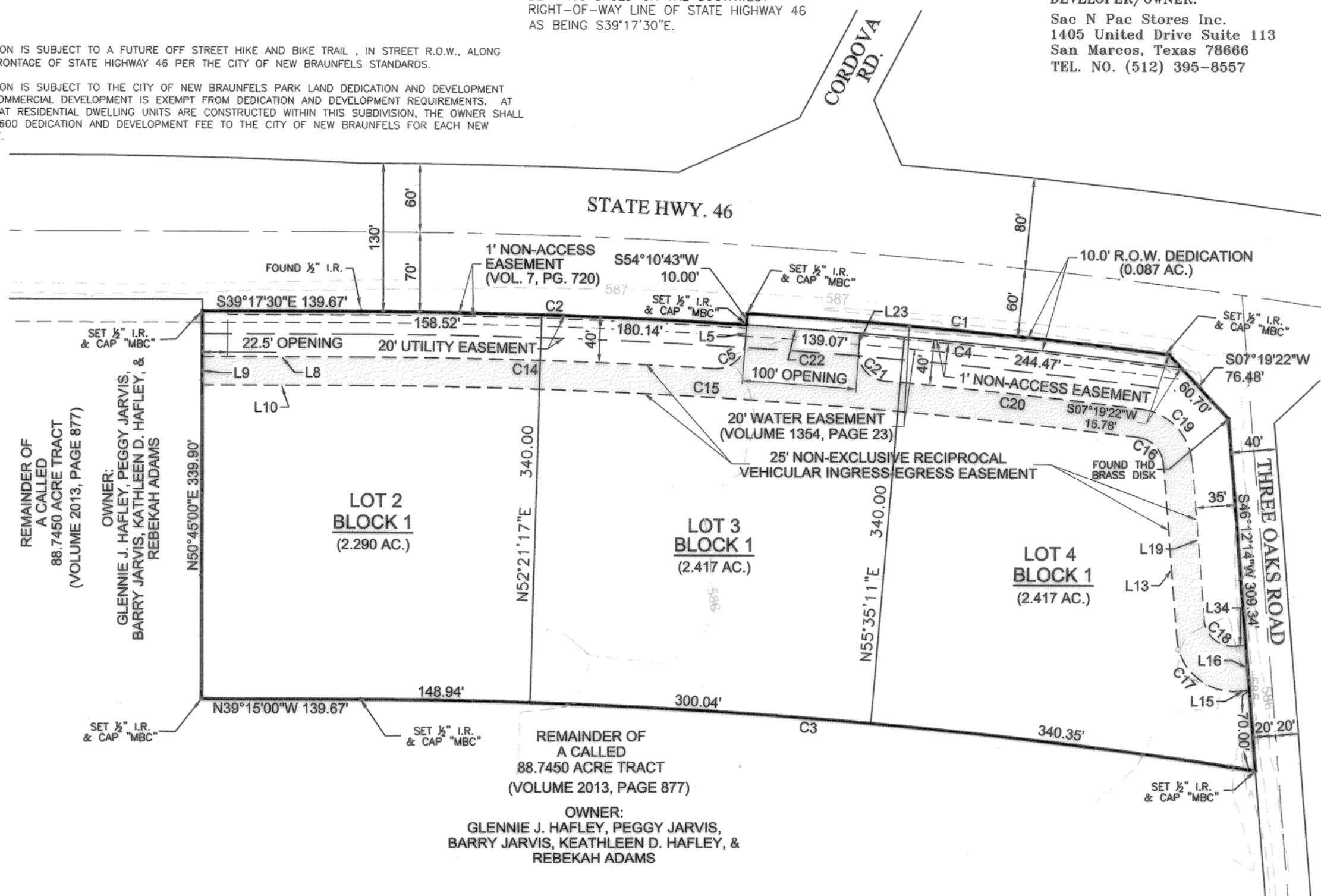
## LEGEND:

EXIST.	-----	EXISTING
ELEC.	-----	ELECTRIC
TEL.	-----	TELEPHONE
CATV	-----	CABLE TELEVISION
SAN. SWR.	-----	SANITARY SEWER
ESM.T.	-----	EASEMENT
R.O.W.	-----	RIGHT-OF-WAY
BLDG.	-----	BUILDING
C.B.	-----	COUNTY BLOCK
N.C.B.	-----	NEW CITY BLOCK
VOL.	-----	VOLUME
PG.	-----	PAGE



SCALE: 1"=100'

BEARINGS BASED ON THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 46 AS BEING S39°17'30"E.



Curve #	Length	Radius	Delta	Tangent	Chord Length	Chord Bearing
C1	372.00'	5669.60'	3°45'34"	186.07'	371.93'	N33°56'31"W
C2	338.67'	5659.60'	3°25'43"	169.38'	338.62'	N37°32'09"W
C3	789.38'	5319.60'	8°30'08"	395.42'	788.88'	S34°59'56"E
C4	244.47'	5659.60'	2°28'30"	122.25'	244.45'	N33°10'34"W
C11	372.00'	5669.60'	3°45'34"	186.07'	371.93'	S33°56'31"E
C12	383.54'	5659.60'	3°52'58"	191.84'	383.47'	N33°52'48"W
C13	39.16'	25.00'	89°44'46"	24.89'	35.28'	N80°56'54"W
C14	157.40'	5619.60'	1°36'17"	78.70'	157.39'	N38°26'51"W
C15	315.55'	5594.60'	3°13'54"	157.82'	315.51'	S38°01'48"E
C16	34.23'	25.00'	78°28'27"	20.40'	31.82'	S06°59'00"W
C17	78.54'	50.00'	90°00'00"	50.00'	70.71'	S01°12'14"W
C18	39.27'	25.00'	90°00'00"	25.00'	35.36'	N01°12'14"E
C19	68.45'	50.00'	78°28'27"	40.81'	63.23'	N06°59'00"E
C20	213.47'	5619.60'	2°10'35"	106.75'	213.46'	N33°19'31"W
C21	39.16'	25.00'	89°44'46"	24.89'	35.28'	N10°19'04"E
C22	99.99'	5659.60'	1°00'44"	50.00'	99.99'	N35°18'55"W

Line #	Length	Direction
L5	15.06'	S54°10'43"W
L8	139.64'	N39°17'30"W
L9	25.00'	S80°42'30"W
L10	139.62'	S39°17'30"E
L13	154.39'	S46°12'14"W
L15	10.00'	S43°47'46"E
L16	40.00'	N46°12'14"E
L19	138.39'	N46°12'14"E
L23	15.06'	N59°11'27"E
L32	10.00'	N54°10'43"E
L33	15.78'	S07°19'22"W
L34	10.00'	N43°47'46"W

STATE OF TEXAS

COUNTY OF GUADALUPE

I, Josea Kuhl, COUNTY CLERK OF SAID COUNTY, DO

HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF May, 2014 A.D. AT 10 O'CLOCK P M, AND DULY RECORDED THE 23 DAY OF May, 2014 A.D. AT 10 O'CLOCK P M, IN THE MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS IN VOLUME 8, PAGE 204 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 23 DAY OF May, A.D. 2014.



C. Hernandez, Deputy  
COUNTY CLERK, GUADALUPE COUNTY, TEXAS

## REPLAT OF

## RIVER OAKS COMMERCIAL

BEING A REPLAT OF LOT 1, BLOCK 1, (7.211 ACRES); RIVER OAKS COMMERCIAL, ESTABLISHING LOTS 2, 3 AND 4, BLOCK 1; RIVER OAKS COMMERCIAL, SAID LOT 1, BLOCK 1, RIVER OAKS COMMERCIAL BEING RECORDED IN VOLUME 7, PAGE 720, OF THE MAPS AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS, BEING OUT OF THE ANTONIO M. ESNAURIZAR SURVEY NO. 49, ABSTRACT NO. 20 SUBDIVISION NO. 84 IN GUADALUPE COUNTY, TEXAS.



MACINA • BOSE • COPELAND & ASSOC., INC.  
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232  
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com  
TEXAS REGISTERED ENGINEERING FIRM E-784

DATE: 09/24/13

JOB NO.: 30945/GUADALUPE

DEVELOPER/OWNER:

Sac N Pac Stores Inc.  
1405 United Drive Suite 113  
San Marcos, Texas 78666  
TEL. NO. (512) 395-8557

THIS PLAT OF RIVER OAKS COMMERCIAL HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF NEW BRAUNFELS, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

CERTIFICATE OF APPROVAL:

APPROVED THIS 4 DAY OF February, A.D. 2014, BY THE PLANNING COMMISSION OF THE CITY OF NEW BRAUNFELS, TEXAS.

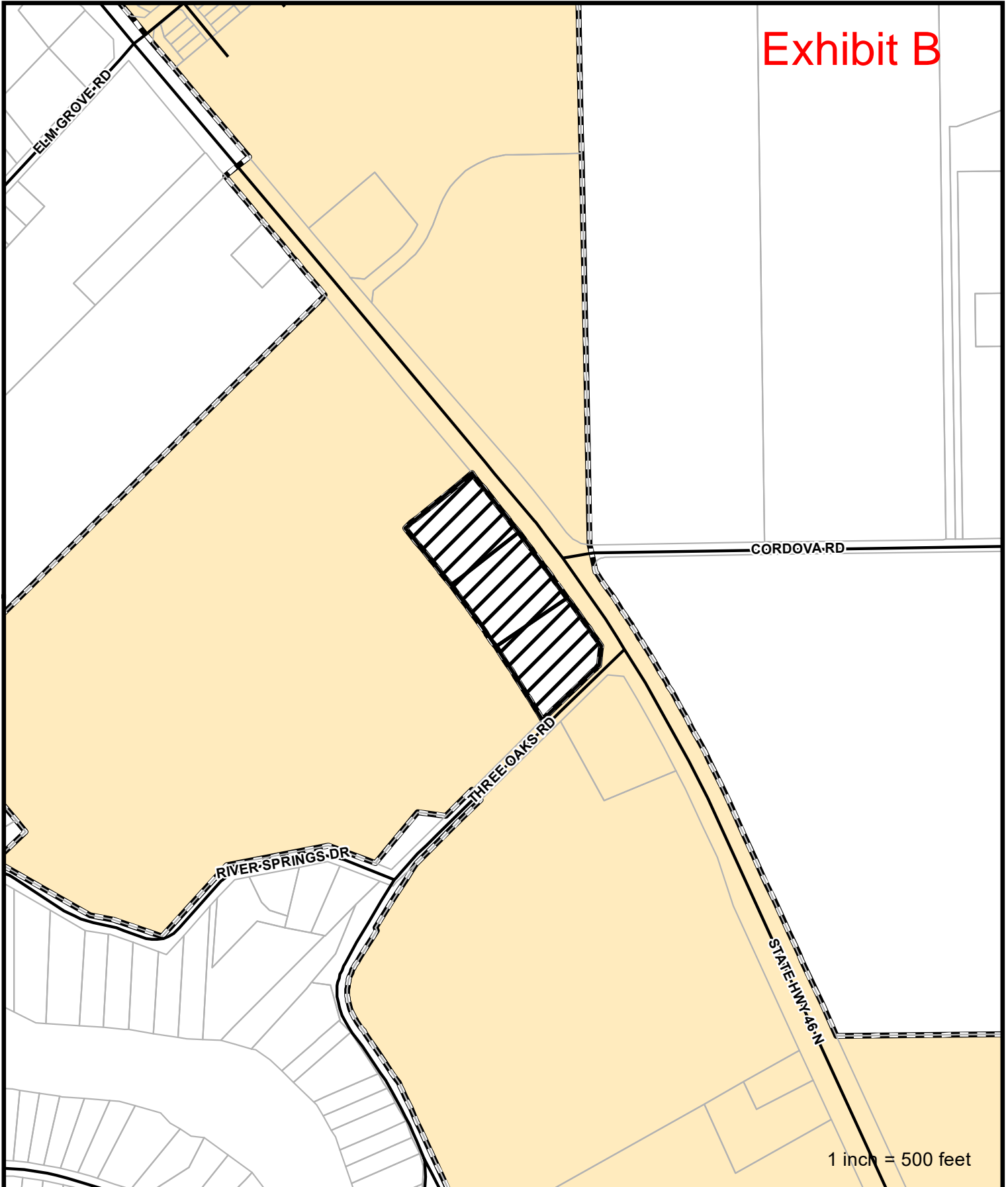
5/8/14 [Signature] CHAIRMAN  
APPROVED FOR ACCEPTANCE

5/22/14 [Signature] PLANNING DIRECTOR

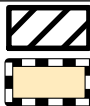
5/7/14 [Signature] CITY ENGINEER

# VOLUNTARY ANNEXATION MAP - VAN09242021\_01

Exhibit B



This map is for information 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 the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



Site Location

Seguin\_City\_Limits\_July2020



Ownership

Printed: 9/28/2021

**SERVICE AGREEMENT**  
2021 Requested Annexation  
City of Seguin

**AREA 2** (7.211 acres +/-) Oct 2021

## **I. INTRODUCTION**

This Service Agreement (“Agreement”) is prepared by the City of Seguin, Texas (“City”) pursuant to Chapter 43 of the Texas Local Government Code. This Agreement relates to the requested annexation of **AREA 2**, consisting of 7.211 (+/-) acres (hereafter referred to as THE AREA), located in the extra-territorial jurisdiction of the City of Seguin, Guadalupe County, Texas.

## **II. EFFECTIVE TERM**

This Agreement shall be in effect for the period required by state law, commencing on the effective date of the requested annexation of THE AREA, unless otherwise stated in this Agreement. Renewal of the Agreement shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Agreement and specifically renews this Agreement for a stated period of time and in accordance with all applicable State statutes.

## **III. INTENT**

It is the intent of the City of Seguin that services under this Agreement shall equal the number of services and the level of services in existence in THE AREA prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in THE AREA. However, it is not the intent of this Agreement to require that a uniform level of services be provided to all areas of the City, including THE AREA, where differing characteristics of topography, land utilization and population density constitute a sufficient basis for providing differing service levels.

The City reserves the right to amend this statutorily created contract if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws making this service Agreement unworkable or obsolete or unlawful.

## **IV. SERVICE PROGRAMS**

### **A. In General**

1. This Agreement includes the following programs: services immediately provided upon effective date of annexation, the 60 day program to provide services and the Capital Improvement Program.
2. 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 shall provide the area or cause the area to be provided with services in accordance with the service Agreement. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to

provide such services, in whole or in part. The acquisition or construction of the facilities shall be accomplished by purchase, lease, or other contract or by the municipality succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

As used in this Agreement, the phrase “standard policies and procedures” means those policies and procedures of the City applicable to a particular service which are in effect either at the time that the service is requested or at a time that the service is made available or provided. The policies and procedures may require that a specific type of request be made, such as an application or a petition. They may require that fees or charges be paid, and they may include eligibility requirements and similar provisions.

B. Services Immediately Provided Upon Effective Date of Annexation

1. The Fire Department of the City of Seguin presently provides fire protection to THE AREA.
2. Emergency Medical Service – EMS is currently provided by the City of Seguin for THE AREA. EMS will remain at the current level of service.
3. Library – Library services are currently provided for THE AREA at the Seguin Public Library.
4. Parks – Access to all park facilities is currently being provided for THE AREA.
5. Police Protection – The Police Department of the City will provide protection and law enforcement services in THE AREA. These activities will include normal patrols and police responses, the handling of complaints and incident reports, and as appropriate, support by special units.
6. Solid Waste Collection – All eligible residences in THE AREA will be provided solid waste collection service by contract with the City’s solid waste collection provider. Such service will consist of once weekly curbside pickup of refuse and may be amended through the City’s contract with the solid waste collection provider.
7. Building Inspection – Building inspection services including but not limited to structural, plumbing and electrical inspections and permitting will be provided for all construction activities that occur immediately upon effective date of annexation.
8. Floodplain Management – Floodplain management in accordance with FEMA and the City of Seguin floodplain management ordinances shall occur immediately upon the effective date of annexation. These ordinances are designed to minimize the risk of damage and loss of life due to flooding.
9. Code Enforcement – Code enforcement including high weeds, junk vehicle removal and nuisance violations will be provided immediately upon the effective date of annexation.

10. Animal Control – Animal control services will be provided by the City of Seguin upon annexation.

#### C. 60 Day Program to Provide Services

The City will provide the following services in THE AREA within 60 days after the effective date of the annexation.

1. Brush – The City will provide for the collection of brush within 60 days of the effective date of annexation in the established brush schedule for the City for any annexed property that is applicable for the service. Under certain conditions, agricultural operations may apply for a burn permit through the Seguin Fire Marshal in accordance with state and local policies.
2. Zoning Administration – The City will begin providing zoning administration for THE AREA within 60 days of the effective date of annexation.

#### D. Capital Improvement Program – (Water, Wastewater and Electric)

##### Water

Water is provided to THE AREA by the **Springs Hill WSC**.

##### Wastewater

Sewer extensions to serve future development may be considered in accordance with adopted City of Seguin ordinances and policies.

##### Electric

Electric service to THE AREA is provided by Guadalupe Valley Electric Cooperative (G.V.E.C.).

### **V. AMENDMENT: GOVERNING LAW**

This Agreement may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in methods or means of implementing any part of the service programs nor changes in the responsibilities of the various Departments of the City shall constitute amendments to this Agreement, and the City reserves the right to make such changes. This Agreement is subject to and shall be interpreted in accordance with the Constitution of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

### **VI. FORCE MAJEURE**

The municipality does not violate this service Agreement if the construction process is interrupted for any reason by circumstances beyond the direct control of the municipality. In case of an emergency, such as a flood or other “Force Majeure” as that term is defined herein,

in which the City is forced to temporarily divert its personnel and resources away from this area for humanitarian purposes or for the safety of the general public, the City hereby obligates itself to take all reasonable measures to restore services to the level described in this Agreement as soon as possible. "Force Majeure", for the purposes of this Agreement, shall include, but not be limited to, acts of God, acts of a public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraint of government, explosions, collisions, and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute "Force Majeure" for the purposes of this Agreement.

## **VII. ENTIRE AGREEMENT**

This document contains the entire and integrated Service Agreement relating to annexation and supersedes all other negotiations, representations, Agreements, and agreements whether written or oral.

**ACKNOWLEDGEMENT OF SERVICE AGREEMENT:**

I, Blair Warren owner of the land described within  
this document acknowledges the receipt and acceptance of this service agreement.

Blair Warren  
Owner Signature

9/29/21  
Date

Please sign and return to the Planning & Codes Department  
205 N River St  
Seguin, TX 78155