

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2026 (the “**Effective Date**”), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas home-rule municipal corporation (the “**City**”), and **JLBC 710 Investments, LLC**, a Texas limited liability company (“**Owner**”). The **City** and **Owner** are sometimes hereinafter referred to individually as “**Party**”, and collectively as the “**Parties**”. The Parties agree as follows:

PURPOSES AND CONSIDERATIONS

WHEREAS, Owner currently owns 618.058 acres (the “**Property**”) located in Hays and Guadalupe Counties, Texas that is within the Extraterritorial Jurisdiction (“**ETJ**”) of the City, and more particularly described by metes and bounds on **Exhibit “A”**, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, on or around October 30, 2024, by Special Warranty Deed recorded under Document No. 202499026872, Official Public Records of Guadalupe County, Texas, Owner conveyed to the City that certain 25.013 acres located adjacent to the Property, more particularly described on Exhibit “A-2” hereto and incorporated herein (the “**Plant Site**”), on which the City is to construct and operate a regional wastewater treatment plant to serve the Property and other properties pursuant to the Wastewater Services Agreement (as defined below); and

WHEREAS, Owner desires to develop the Property in accordance with the San Marcos Development Code (the “**SMDC**”) regulations and standards that apply to land within the City’s ETJ, as such regulations and standards exist on the Effective Date of this Agreement, subject to the modifications set forth herein, and generally in accordance with the Conceptual Land Use Plan attached as **Exhibit “B”** hereto and incorporated herein; and

WHEREAS, the City is authorized to make and enter into this Agreement with Owner in accordance with SUBCHAPTER G, CHAPTER 212, LOCAL GOVERNMENT CODE and Chapter 2, Article 4, Division 3 of the SMDC, to accomplish the following purposes:

- A. extend the City’s planning authority over the Property by providing a development plan under which certain general uses and development of the Property are authorized; and
- B. authorize enforcement by the City of the Applicable Regulations, as defined below; and
- C. provide for development of an estimated 2,600-3,000 single family residential lots, approximately 47 acres of proposed multi-family or commercial or industrial development, all as more specifically set forth below; and
- D. pursuant to Section 2.4.3.1 of the SMDC, to prescribe certain land uses, environmental standards, development standards, and public facilities

standards governing development of the Property during the term of this Agreement, as more particularly set forth herein.

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

SECTION 1. GENERAL TERMS AND CONDITIONS

1.01 Conceptual Land Use Plan.

- A. The Conceptual Land Use Plan depicts the Property, the Plant Site and the 1.23-acre cemetery surrounded by the Property (the “**Cemetery**”), and prescribes the general use and development of the Property and the Plant Site, agreed to by the Parties, subject to applicable processes and procedures. The Conceptual Land Use Plan shall constitute the land use plan under Section 2.4.3.3 of the SMDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 2.4.3.7.C of the SMDC or as stated in Section 2.04 below. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.
- B. The Conceptual Land Use Plan calls out four (4) separate Land Uses which are defined as follows:
 1. Residential: Includes single family homes, duplexes, zero lot line homes, townhomes (1 house per lot) and cottage courts. Accessory dwelling units are permitted within this residential designation. In addition, the following uses shall also be permitted within this Residential designation:
 - a. schools;
 - b. churches;
 - c. childcare facilities;
 - d. police, fire, EMS stations;
 - e. parkland, community gardens, greenways, and open space;
 - f. Limited Home Occupations, as defined in Section 5.1.3.4 of the SMDC;
 - g. Family Home Care, as defined in Section 5.1.3.5 of the SMDC; and
 - h. Limited Community Homes, as defined in Section 5.1.4.12 of the SMDC.
 2. Multi-Family: Includes multi-family, apartment residences at not more than 24 units per acres. No more than fifty percent (50%) of the approximately 47 acres on which Multi-Family/Commercial/Industrials uses are permitted pursuant to the Conceptual Land Use Plan may be developed and used for Multi-Family.
 3. Commercial: Includes any use involving, in part or in whole, the sale of merchandise, materials or services. Commercial uses shall not include the following, which are specifically prohibited within this Commercial designation:
 - a. Adult Oriented Businesses, as defined in Section 18, Article 6 of the SMDC;

- b. Pawnshops
 - c. Crematorium;
 - d. Storage of flammable materials; provided, however, that Gasoline Sales and Truck Stops, as each are defined in Section 5.1.5.4 of the SMDC, shall be permitted; and
 - e. Glass manufacturing.
4. Industrial: Includes any uses defined as Industrial Uses in Sections 5.1.7.1 through 5.1.7.8 of the SMDC unless excluded in Sections 1.03.B.3(a) thru (e) above. In addition, industrial uses shall not include the following, which is prohibited within this Industrial designation:
- a. Storage of flammable materials; provided, however, that Vehicle Service, as defined in Section 5.1.7.3 of the SMDC, shall be permitted; and
 - b. Wrecking/Junk Yards, as defined in Section 5.1.7.9 of the SMDC.
5. Public and Institutional Uses: Includes any uses defined as Public and Institutional Uses in Sections 5.1.6.1. through 5.1.6.4 of the SMDC, including without limitation, the Major Utilities uses defined in Section 5.1.6.4.B of the SMDC.

1.02 Proposed Phasing.

- A. Development of the Property in general accordance with the Conceptual Land Use Plan shall occur in numerous phases, which phases will be established in the preliminary plat approved by the City pursuant to the Applicable Regulations and this Agreement.

1.03 Applicable Regulations.

- A. Only the SMDC regulations and standards that apply to land within the City's ETJ, as such regulations and standards exist on the Effective Date of this Agreement, subject to the modifications set forth herein, and generally in accordance with the Conceptual Land Use Plan, shall apply to the development of the Property. Such SMDC regulations and standards, as so modified, are referred to herein as the "**Applicable Regulations**". For the avoidance of doubt, the Parties acknowledge and agree that the Applicable Regulations do not establish any minimum lot size requirement. In the event of a conflict between this Agreement and the SMDC or the City's Codes and Ordinances, this Agreement shall control.
- B. This Agreement does not exempt the Property from any Hays County or Guadalupe County development standards and required approvals that are applicable to land within the City's ETJ.
- C. Sidewalks shall be constructed along all new streets (as well as a sidewalk along and adjacent to Lovelady Lane adjacent to the northwestern boundary of the Property if such sidewalk, or any portion thereof, is not constructed with the Sedona North subdivision infrastructure), as well as in the locations depicted and

described on the Trail Exhibit attached as **Exhibit “C”** hereto and incorporated herein. The sidewalks along all new streets shall be maintained by a homeowner’s association, a property owner’s association, or a municipal utility district approved by Hays County or Guadalupe County, as applicable. The sidewalks on the Trail Exhibit shall be maintained a homeowner’s association, a property owner’s association, or a municipal utility district, at Owner’s election, and shall be installed: (i) on or before completion of site development pursuant to an approve site plan, with respect to the sidewalks located on portions of the Property subject to such site plan and proposed for multi-family or commercial or industrial development, as shown on the Conceptual Land Use Plan; and (ii) on or before the date on which the final plat containing the 2,000th single family residential lot within the Property is recorded in the Official Public Records of Hays County or Guadalupe County, Texas, with respect to the sidewalks located on portions of the Property proposed for parkland, as shown on the Conceptual Land Use Plan.

D. Variations and modifications to the SMDC regulations and standards that apply to land within the City’s ETJ, as to the Property, and the City’s corporate limits, as to the Plant Site, are hereby granted and allowed on the Property and the Plant Site, as applicable, as follows:

1. City of San Marcos – Land Development Code

- a. Section 3.6.4.1.D.2 Site Access, which states that all lots forty feet (40’) or less in width are required to take vehicular access from an alley shall not apply.
- b. Section 3.6.3.1.C.2 Lot Dimensions, which requires that all lots in the ETJ have a minimum of 50’ street frontage and width unless accessed by an alley, is modified as follows:
 - i. “Lots that are occupied or intended to be occupied shall have a minimum lot width and lot frontage of 40 feet. If such lots are accessed by an alley, the minimum lot width and lot frontage shall be 25ft.”
- c. Table 3.1 Block Perimeter, which requires a dead-end street maximum of four hundred feet (400’) for development in the ETJ shall be modified to allow dead end streets up to five hundred feet (500’) long.
- d. Section 3.6.2..2.B.1 Block Standards, which requires that Residential Blocks must have sufficient width to provide two (2) tiers of residential lots, shall not apply.
- e. Section 3.1.10.1.2 Parkland Dedication, which requires a parkland dedication of 5.7 Acres x (Population/1000), is to be modified as follows:
 - i. Parkland dedication shall be in accordance with Section 1.07.B of this Agreement.
- f. Section 6.1.2.2 Cut and Fill Standards, which provides that cuts or other excavation on a tract of land may not exceed four feet (4’) of depth is modified as follows:
 - i. Cuts or other excavations on a tract of land may not exceed twelve (12) feet of depth.
- g. Section 6.1.2.2 Cut and Fill Standards, which provides that fill on a tract of land may not exceed four feet (4’) in depth is modified as follows:

Effective Date of this Agreement, shall apply to development of the Property unless alternative procedures are expressly stated herein.

- a. Applications: The Parties agree that the applications for each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan.

1.05 Public Facilities Schedule & Financing.

- A. An Out of City Utility Connection / Extension application will not be required for the development of the Property, provided that the terms of this Agreement are met.
- B. Owner shall be responsible for the payment of all costs associated with the extension and improvements of the infrastructure required to properly serve development of the Property.
- C. Provisions for providing Water Service to the Property
 1. Crystal Clear Special Utility District is the water service provider and has the necessary CCN to serve the Property.
- D. Provisions for providing Wastewater Service to the Property
 1. The City of San Marcos is the wastewater service provider and has the necessary CCN to serve the Property.
 2. Owner agrees to dedicate to the City necessary right-of-way and install infrastructure (purple pipe) on the Property for the City's future provision of reclaimed / reuse water both on or through the Property.
- E. Provisions for providing Electric Service to the Property
 1. The Property is within the Bluebonnet Electric Service Area, thus, the City will not provide service to the area.

1.06 Annexation.

- A. No annexation is proposed for the Property.
- B. The City, at its election, may annex the Plant Site and zone it Light Industrial (LI) or another less intense zoning district. Permitted uses for the Plant Site are defined in the Conceptual Land Use Plan and Section 1.01.B.5 above.

1.07 Dedication of Land.

- A. Parkland shall be conveyed to and maintained by a homeowner's association, a property owner's association, and/or a municipal utility district in accordance with the Parks and Open Space Master Plan attached as **Exhibit "E"** hereto and incorporated herein. The ±50 acre tract of parkland located in the western portion of the Property and depicted on the Parks and Open Space Master Plan shall be

submitted to a permanent easement, of a form approved by the City Attorney, permitting use by the public as a greenway. The ±3 acre tract of parkland located in the eastern portion of the Property and depicted on the Parks and Open Space Master Plan shall not be submitted to a permanent easement permitting use by the public and shall remain a private amenity for use by residents of the Property.

- 1.08 The Cemetery shall be provided with vehicular access and not less than three (3) on-street parking spaces, surrounded by a perimeter fence, and identified with informational signage.

SECTION 2. MISCELLANEOUS PROVISIONS

2.01 Term.

- A. The term of this Agreement will commence on the Effective Date and continue for thirty (30) years thereafter (“**Initial Term**”), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended by Owner for an additional term of fifteen (15) years, with the City’s approval, not to be unreasonably withheld, conditioned or delayed, by entering into an amendment to this Agreement for such purpose on or before the expiration of the Initial Term.

2.02 Enforcement and Default and Remedies for Default.

- A. The Parties agree that the City shall be entitled to enforce the Applicable Regulations. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion, within the shortest time period within which it can reasonably be cured, will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the Applicable Regulations, as applicable.
- B. If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party’s obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement or other enforcement remedies the City may possess under its municipal regulatory authority.
- C. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of the cure period set out above after receipt by such party of notice of default from the other party. Upon the passage of the

cure period set out above without cure of the default in accordance with the terms above, such party shall be deemed to have defaulted for purposes of this Agreement upon written notice by the other party of the failure to cure.

- D. The City reserves all immunity from suit and liability not expressly waived by the City under Local Government Code Chapter 212 or other applicable law. The Parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.**

2.03 Authority, Applicable Rules and Right to Continue Development.

- A. This Agreement is entered under the statutory authority of Sections 42.042, 43.0672 and 212.172 of the Texas Local Government Code and pursuant to Chapter 2, Article 4, Division 3 of the SMDC. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Property as provided in this Agreement; authorize certain land uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration.
- B. Execution of this Agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245 of the Texas Local Government Code. In addition, the City acknowledges and agrees that (1) the uses and development contemplated in and authorized by this Agreement were planned for the Property more than ninety (90) days prior to the Effective Date of this Agreement and, therefore, more than ninety (90) days prior to the effective date of any annexation of the Property, and (2) Owner has filed a completed application for the initial authorization with the City prior to the institution of any annexation proceedings related to the Property. As a result of the foregoing sentence, Section 43.002 of the Texas Local Government Code applies to the uses and development of the Property contemplated in and authorized by this Agreement.
- C. In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Property will apply to the Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City's ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only

during the duration of the emergency or a moratorium authorized by Subchapter E, Chapter 212 of the Texas Local Government Code.

2.04 Exhibits/Amendment.

- A. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all the Parties.
- B. Owner may make minor changes to the Conceptual Land Use Plan and other attachments to this Agreement with approval from the Director of Planning & Development Services and may make major changes with approval by the City Council. Minor changes are defined as:
 - 1. a change that does not materially affect a change of lot or unit density contemplated by this Agreement by more than 10%; or
 - 2. changes to accommodate tree preservation or the protection of karst features.
- C. Owner may appeal the Planning and Development Services Director's determination of a minor change to the City Manager within 10 days of the date of notification of the decision.
- D. Major changes are limited to:
 - 1. the addition of land area;
 - 2. density beyond what is permitted under the Applicable Regulations;
 - 3. changes in roadway alignments more than what is necessary to meet Applicable Regulations;
 - 4. change in the land use designation; and
 - 5. Any change not listed as a minor change above.
- E. The City may remove the Plant Site from this Development Agreement upon written notice to the parties without the need of the consent or authorization of the other parties to this agreement.

2.05 Recordation.

- A. Pursuant to the requirements of Section 212.172(f), Texas Local Government

Code, this Agreement shall be recorded in the official public records of Hays and Guadalupe Counties, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property, provided, however, that this Agreement will not be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property.

- B. Owner agrees that all restrictive covenants for the Property shall not be inconsistent with the requirements herein. Owner further agrees to memorialize the terms of this Agreement through inclusion in the plat notes. Owner shall provide a copy of all such restrictive covenants to the City prior to filing.

2.06 Assignment and Binding Effect Upon Successors.

- A. Owner may assign this Agreement, and the rights and obligations of Owner hereunder, in whole or in part, to a subsequent purchaser of all or a portion of the undeveloped property within the Property or to an affiliate of Owner, provided that the assignee assumes all of the obligations hereunder, without any consent of the City being required. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.
- B. The provisions of this Agreement shall run with the land, will be binding upon, and inure to the benefit of the Parties, future owners of the Property, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property.

2.07 Miscellaneous.

- A. **Force Majeure.** The term "force majeure" as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, devil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays and Guadalupe Counties, Texas and hereby submit to the jurisdiction of the courts of those Counties, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.
- C. Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. The Parties agree to reasonably cooperate to effectuate the intent of this Agreement.
- D. Notices.** All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local San Marcos, Texas time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to the City: City of San Marcos
 Attn: City Manager
 630 East Hopkins Street
 San Marcos, Texas 78666

With a copy to: City of San Marcos
 Attn: City Attorney
 630 East Hopkins Street
 San Marcos, Texas 78666

If to Owner: JLBC 710 Investments, LLC
 Attn: John S. Lloyd, Manager
 6504 W. Courtyard Drive
 Austin, Texas 78730

With a copy to: Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

- E. **Wastewater Services Agreement.** The City and Owner are parties to that certain Regional Wastewater Services and Facilities Cost Sharing Agreement dated effective May 14, 2024, as amended by that certain Amendment No. 1 to Regional Wastewater Services and Facilities Cost Sharing Agreement dated effective April 3, 2025 (as amended, the “**Wastewater Services Agreement**”). In the event of any conflict between the terms of this Agreement and the Wastewater Services Agreement, the Wastewater Services Agreement shall control.
- F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

[COUNTERPART SIGNATURE PAGES FOLLOW]

COUNTERPART SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

By: _____
STEPHANIE REYES, City Manager

Date: _____, 2026

STATE OF TEXAS

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§

COUNTY OF HAYS

This instrument was acknowledged before me on the ___ day of _____
2026, by STEPHANIE REYES, City Manager of the City of San Marcos, in such capacity,
on behalf of said entity.

Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE TO DEVELOPMENT AGREEMENT

EXECUTED to be effective as of the Effective Date first stated above.

JLBC 710 INVESTMENTS, LLC,
a Texas limited liability company

By: _____
JOHN S. LLOYD, Manager

Date: _____, 2026

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____
2026, by JOHN S. LLOYD, Manager of JLBC 710 Investments, LLC, a Texas limited
liability company, in such capacity, on behalf of said entity.

Notary Public, State of Texas

Exhibit "A"

Description of the Property

All of that certain 618.058 acre of land located in Hays and Guadalupe Counties, Texas, being that certain 643.071 acre tract of land located within the Charles Henderson Survey Number 55, Abstract Numbers 147 and 226, the Andrew Mitchel Survey Number 62, Abstract Number 220, and the John Wells Survey, Abstract Number 509, being more particularly described by metes and bounds on Exhibit "A-1" attached hereto and incorporated herein, SAVE AND EXCEPT that certain 25.013 acre tract of land located within the Andrew Mitchel Survey Number 62, Abstract Number 220, being more particularly described by metes nad bounds on Exhibit "A-2" attached hereto and incorporated herein.

Exhibit "A-1"

Description of 643.071 Acre Tract

643.071 ACRE PARCEL
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 226,
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT 147,
ANDREW MITCHEL SURVEY NUMBER 62, ABSTRACT NUMBER 220,
JOHN WELLS SURVEY, ABSTRACT NUMBER 509
HAYS COUNTY AND GUADALUPE COUNTY, TEXAS

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 644.301 ACRE TRACT OF LAND SITUATED IN THE CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 226, HAYS COUNTY, TEXAS, AND THE CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 147, THE ANDREW MITCHEL SURVEY NUMBER 62, ABSTRACT NUMBER 220, AND THE JOHN WELLS SURVEY, ABSTRACT NUMBER 509, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF A CALLED 510.282 ACRE TRACT OF LAND TRACT OF LAND (EXHIBIT A-1) CONVEYED TO JLBC 710 INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202199026066, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, ALL OF A CALLED 134.473 ACRE TRACT CONVEYED TO JLBC 710 INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202199026067, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, ALL OF A CALLED 1.230 ACRE TRACT OF LAND (EXHIBIT A-2) (LONG BRANCH CEMETERY) RECORDED IN DOCUMENT NUMBER 202199026066, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS AND A PORTION OF AN APPARENT ABANDONED GUADALUPE COUNTY ROAD, SAID 644.301 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING, at a 1/2 inch iron rod found at the intersection of the east right-of-way line of State Highway 123 (R.O.W. Varies) and the north right-of-way of F.M. Highway 1978 (80' R.O.W.), being at the southwest corner of said 510.282 acre tract of land, for the southwest corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with said east line of said Highway 123 and the west line of said 510.282 acre tract, the following two (2) courses, numbered 1 and 2,

- 1) N04°24'01"E, a distance of 3,338.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE", and,
- 2) N01°29'59"E, a distance of 239.42 feet to a capped 1/2 inch iron rod set stamped "BMB ESMT" on the south line of a called 1.80 acre tract described in the annexation to the City of San Marcos, Ordinance Number 2023-57, for the northwest corner of the herein described tract,

THENCE, over and across said 510.282 acre tract, and with the south and east lines of said 1.80 acre annexation tract, the following four (4) courses, numbered 1 through 4,

- 1) N89°02'30"E, a distance of 230.78 feet to a capped 1/2 inch iron rod found stamped ""BMB ESMT" for corner, being at the beginning of a curve to the left,
- 2) Along said curve to the left, having a radius of 269.90 feet, an arc length of 191.68 feet, and a chord that bears N68°48'50"E, a distance of 187.68 feet to a capped 1/2 inch iron rod set stamped ""BMB ESMT" for corner,
- 3) N48°28'43"E, a distance of 1,467.45 feet to a capped 1/2 inch iron rod set stamped ""BMB ESMT" for corner, and
- 4) N41°31'17"W, a distance of 94.32 feet to a capped 1/2 inch iron rod set stamped "BMB PROPERTY CORNER" at a corner on the south line of a called 66.017 acre tract of land conveyed to JLBC 710 Investments, LLC by deed recorded in Document Number 21040821, Official Public Records, Hays County, Texas, for corner,

THENCE N48°40'12"E, with the south line of said 66.017 acre tract of land, a distance of 365.05 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,

THENCE, S41°14'15"E, passing the west corner of a called 0.907 acre tract conveyed to Jonathan Garner Kraak by deed recorded in Document Number 2015015713, Official Public Records, Guadalupe County, Texas, being at a corner on the north line of said 510.282 acre tract of land, and continuing for a total

643.071 ACRE PARCEL
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 226,
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT 147,
ANDREW MITCHEL SURVEY NUMBER 62, ABSTRACT NUMBER 220,
JOHN WELLS SURVEY, ABSTRACT NUMBER 509
HAYS COUNTY AND GUADALUPE COUNTY, TEXAS

distance of 323.75 feet to a 1/2 inch iron rod found at the south corner of said 0.907 acre tract of land, being at a corner on the north line of said 510.282 acre tract of land, for corner,

THENCE, N47°05'59"E, with the common line of said 510.282 acre tract and said 0.907 acre tract of land, a distance of 136.34 feet to a 1/2 inch iron rod found at the east corner of said 0.907 acre tract, being at an interior corner of said 510.282 acre tract, same being on the west line of a called 5.00 acre tract of land conveyed to Jonnie Lynn Kraak McClellan by deed recorded in Volume 943, Page 640, Deed Records, Guadalupe County, Texas, for corner,

THENCE, with the west line of said 5.00 acre tract and said north line of said 510.282 acre tract, the following five (5) courses, numbered 1 through 5,

- 1) S41°38'54"E, a distance of 80.30 feet to a 1/2 inch iron rod found for corner,
- 2) N48°58'18"E, a distance of 500.10 feet to a capped 1/2 inch iron rod found stamped "DAM 5348" for corner,
- 3) N41°53'08"W, a distance of 30.21 feet to a 1/2 inch iron rod found for corner,
- 4) N48°38'20"E, a distance of 94.77 feet to a 1/2 inch iron rod found for corner, and,
- 5) N41°19'44"W, passing the north corner of said 5.00 acre tract of land, being at a corner on the north line of said 510.282 acre tract of land, same being on the south line of said apparent abandoned county road, and continuing for a total distance of 357.31 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" on the north line of said apparent abandoned county road, being on the south line of Lot 1, Block V, Cottonwood Creek Phase 3 Unit 3, a subdivision recorded in Document Number 19029834, Official Public Records, Hays County, Texas, for corner,

THENCE, N48°40'14"E, with the south line of said Cottonwood Creek Phase 3 Unit 3, the south line of Cottonwood Creek Phase 3 Unit 4, a subdivision recorded in Document Number 20015032, Official Public Records, Hays County, Texas, and the south line of Cottonwood Creek Phase 3 Unit 5, a subdivision recorded in Document Number 20043156, Official Public Records, Hays County, Texas, a distance of 1738.01 feet to a capped 1/2 inch iron rod found stamped "PAPE DAWSON" on the north line of said apparent abandoned county road, being on the south line of Lot 23, Block W, said Cottonwood Creek Section 3 Unit 5, for the north corner of the herein described tract of land,

THENCE, S41°20'52"E, passing at a distance of 14.08 feet a 1" iron pipe found at the north corner of said 510.282 acre tract, being at the west corner of a called 100.734 acre tract conveyed to CCSM, LLC by deed recorded in Document Number 202199009636, Official Public Records, Guadalupe County, Texas, and continuing with the common line of said 510.282 acre tract and said 100.734 acre tract, a distance of 2203.13 feet to a capped 1/2 inch iron rod found stamped "DAM 5348" at the southwest corner of said 100.734 acre tract, same being at a north exterior corner of said 134.473 acre tract, for corner,

THENCE, N48°36'09"E, with the common line of said 134.473 acre tract and said 100.734 acre tract, a distance of 1988.59 feet to a capped 1/2 inch iron rod found stamped "DAM 5348" at the northernmost corner of said 134.473 acre tract, being the southeast corner of said 100.734 acre tract, same being on the west line of a called 100.55 acre tract conveyed to Moeller Family Limited Partnership by deed recorded in Volume 1156, Page 741, Deed Records, Guadalupe County, Texas, for corner,

THENCE, with the common line of said 134.473 acre tract and said 100.55 acre tract, the following two (2) courses, numbered 1 and 2,

643.071 ACRE PARCEL
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 226,
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT 147,
ANDREW MITCHEL SURVEY NUMBER 62, ABSTRACT NUMBER 220,
JOHN WELLS SURVEY, ABSTRACT NUMBER 509
HAYS COUNTY AND GUADALUPE COUNTY, TEXAS

- 1) S41°43'29"E, a distance of 1388.64 feet to a capped 1/2 inch iron rod found stamped "DAM 5348" at an east interior corner of said 134.473 acre tract, being at the southwest corner of said 100.55 acre tract, for corner, and
- 2) N48°46'41"E, a distance of 653.09 feet to a 1/2 inch iron rod found on the south line of said 100.55 acre tract, being at the northeast corner of said 134.473 acre tract, same being at the northwest corner of a called 1.497 acre tract conveyed to Gloria D. Garza by deed recorded in Volume 2542, Page 916, Deed Records, Guadalupe County, Texas, for the northeast corner of the herein described tract of land,

THENCE, S41°18'07"E, with the east line of said 134.473 acre tract, the west line of said 1.497 acre tract, and the west line of a called 16.743 acre tract conveyed to Gregorio and Maris Jimenez Mata by deed recorded in Document Number 2016011032, and corrected in Document Number 2016013013, Official Public Records, Guadalupe County, Texas, a distance of 497.81 feet to a capped 1/2 inch iron rod found stamped "B&A 2633" at the southeast corner of said 134.473 acre tract, being at the northeast corner of a called 7.002 acre tract conveyed to Stephen Thomas Fleming by deed recorded in Document Number 20219900056, Official Public Records, Guadalupe County, Texas, for the easternmost corner of the herein described tract,

THENCE, S48°38'30"W, with the south line of said 134.473 acre tract, the north line of said 7.002 acre tract, the north line of a called 9.16 acre tract conveyed to Daryl Payton Fleming by deed recorded in Volume 596, Page 818, Deed Records, Guadalupe County, Texas, the north line of a called 8.09 acre tract conveyed to Michael Fleming by deed recorded in Document Number 201899025066, Official Public Records, Guadalupe County, Texas, the north line of a called 5.69 acre tract (Tract 1) conveyed to Delbert Max Ottmers, III by deed recorded in Document Number 202299013800, Official Public Records, Guadalupe County, Texas, the north line of a called 5.02 acre tract conveyed to Michael Fleming by deed recorded in Volume 596, Page 826, Deed Records, Guadalupe County, Texas, the north line of a called 5.11 acre tract conveyed to Robert Fleming by deed recorded in Volume 596, Page 828, Deed Records, Guadalupe County, Texas, and the north line of a called 64.57 acre tract conveyed to Clint E. Jones by deed recorded in Document Number 201999019538, Official Public Records, Guadalupe County, Texas, a distance of 4031.45 feet to a capped 1/2 inch iron rod found stamped "MEDINA BAIN" at the southwest corner of said 134.473 acre tract, being at the northwest corner of said 64.57 acre tract, same being at the northeast corner of a called 11.1738 acre tract conveyed to Jose DeJesus Juarez, et al. by deed recorded in Document Number 202399017401, Official Public Records, Guadalupe County, Texas, also being at the southeast corner of a called 10.00 acre tract conveyed to Larry M. Sanders and Loretta Sanders by deed recorded in Volume 1364, Page 782, Deed Records, Guadalupe County, Texas, for corner,

THENCE, with the common line of said 134.473 acre tract, said 510.282 acre tract, and said 10.00 acre tract, the following three (3) courses, numbered 1 through 3,

- 1) N41°31'52"W, a distance of 1278.71 feet to a 1/2 inch iron rod found,
- 2) S48°37'28"W, a distance of 340.97 feet to a capped 1/2 inch iron rod found stamped "DAM 5348", and,
- 3) S41°31'22"E, a distance of 901.37 feet to a capped 1/2 inch iron rod found stamped "DAM 5348" at a south exterior corner of said 510.282 acre tract, being at the northeast corner of a called 0.45 acre tract, also called Lot 27, conveyed to Silvia Benitez by deed recorded in Volume 2177, Page 79, Official Public Records, Guadalupe County, Texas, for corner,

THENCE, S49°01'23"W, with the south line of said 510.282 acre tract, the north line of an unrecorded subdivision commonly known as Glenn Price, the north line of said 0.45 acre tract, the north line of a called 0.419 acre tract, also called Tract 26, conveyed to Robert Deleon and Nancy Deleon by deed

643.071 ACRE PARCEL
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 226,
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT 147,
ANDREW MITCHEL SURVEY NUMBER 62, ABSTRACT NUMBER 220,
JOHN WELLS SURVEY, ABSTRACT NUMBER 509
HAYS COUNTY AND GUADALUPE COUNTY, TEXAS

recorded in Volume 1807, Page 573, Official Public Records, Guadalupe County, Texas, the north line of a called 0.42 acre tract, also called Lot 25, conveyed to Oscar Leonard Deleon, et ux. by deed recorded in Document Number 202399011194, Official Public Records, Guadalupe County, Texas, the north line of a called 0.42 acre tract conveyed to Jesus R. Mendez, Jr. et al. by deed recorded in Volume 1221, Page 131, Official Public Records, Guadalupe County, Texas, the north line of a called 0.42 acre tract conveyed to Jose Luis Sustaita et ux. by deed recorded in Volume 745, Page 76, Deed Records, Guadalupe County, Texas, the north line of a called 0.42 acre tract (Tract One) conveyed to Robert Deleon by deed recorded in Document Number 2016022234, Official Public Records, Guadalupe County, Texas, the north line of a called 0.844 acre tract (Tract 6) conveyed to Unruh Property Development, LLC by deed recorded in Document Number 202099021246, Official Public Records, Guadalupe County, Texas, the north line of a called 0.422 acre tract, also called Lot 19, conveyed to Josie Deleon by deed recorded in Document Number 2018002787, Official Public Records, Guadalupe County, Texas, the north line of a called 0.429 acre tract conveyed to Graceann Elizabeth Cornwall by deed recorded in Document Number 202399027128, Official Public Records, Guadalupe County, Texas, the north right-of-way line of Columbia Circle (50' Right-of-Way) as dedicated by Skyline Ridge Subdivision, Section 1, recorded in Volume 3, Page 71, Plat Records, Guadalupe County, Texas, and the north line of a called 0.50 acre tract, also called Lot 8, conveyed to Olivia Contreras by deed recorded in Document Number 20150002177, Official Public Records, Guadalupe County, Texas, a distance of 1558.88 feet to a 1/2 inch iron rod found at a south interior corner of said 510.282 acre tract, being at the northwest corner of said 0.50 acre tract, for corner,

THENCE, S41°22'39"E, along said east line of said 510.282 acre tract, the west line of an unrecorded subdivision commonly known as Kraak Subdivision, the west line of said Olivia Contreras 0.50 acre tract, the west line of a called 0.50 acre tract, also called Lot 7, conveyed to Alfredo Marmolejo by deed recorded in Volume 1685, Page 839, Official Public Records, Guadalupe County, Texas, the west line of a called 0.50 acre tract, also called Lot 6, conveyed to Freddy and Frances Marmolejo by deed recorded in Volume 1661, Page 944, Official Public Records, Guadalupe County, Texas, the west line of a called 0.50 acre tract, also called Lot 5, conveyed to Mary T. Alvarado by deed recorded in Document Number 202299024336, Official Public Records, Guadalupe County, Texas, the west line of a called 0.50 acre tract, also called Lot 4, conveyed to Angel and Norma Baez by deed recorded in Volume 1692, Page 21, Official Public Records, Guadalupe County, Texas, the west line of a called 0.4999 acre tract, also called Lot 3, conveyed to Jackie Wayne House by deed recorded in Volume 1830, Page 581, Official Public Records, Guadalupe County, Texas, and the west line of a called 0.50 acre tract, also called Lot 2, conveyed to Ronald Weidman by deed recorded in Volume 1740, Page 422, Official Public Records, Guadalupe County, Texas, a distance of 820.61 feet to a 1/2 inch iron rod found on the west line of said Lot 2, for corner,

THENCE, S56°23'57"E, with the east line of said 510.282 acre tract, the west line of said Kraak Subdivision, the west line of said Lot 2, and the west line of a called 0.50 acre tract, also called Lot 1, conveyed to Jessica Lozano Rivera by deed recorded in Document Number 202399009746, Official Public Records, Guadalupe County, Texas, a distance of 198.95 feet to a 1/2 inch iron rod found at the southwest corner of said Lot 1, being the northwest corner of a called 0.98 acre tract conveyed to Richard Campbell by deed recorded in Document Number 202399005503, Official Public Records, Guadalupe County, Texas, for corner,

THENCE, S41°27'17"E, with the east line of said 510.282 acre tract and the west line of said 0.98 acre tract of land, a distance of 310.02 feet to a 1/2 inch iron rod found on the north line of said F.M. 1978, being at a south exterior corner of said 510.282 acre tract, same being at the southwest corner of said 0.98 acre tract, for the southeast corner of the herein described tract,

THENCE, with the common line of said F.M. 1978 and said 510.282 acre tract of land, the following eleven (11) courses, numbered 1 through 11,

643.071 ACRE PARCEL
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 226,
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT 147,
ANDREW MITCHEL SURVEY NUMBER 62, ABSTRACT NUMBER 220,
JOHN WELLS SURVEY, ABSTRACT NUMBER 509
HAYS COUNTY AND GUADALUPE COUNTY, TEXAS

- 1) S78°51'23"W, a distance of 144.22 feet to a 1/2 inch iron rod found for corner,
- 2) N82°58'39"W, a distance of 73.57 feet to a 1/2 inch iron rod found for corner,
- 3) S84°56'39"W, a distance of 143.40 feet to a 1/2 inch iron rod found for corner,
- 4) S81°16'38"W, a distance of 160.68 feet to a 3/4 inch iron pipe found for corner,
- 5) S73°34'12"W, a distance of 39.81 feet to a capped 1/2 inch iron rod found stamped "DAM 5348" for corner,
- 6) S68°10'55"W, a distance of 223.80 feet to a capped 1/2 inch iron rod found stamped "DAM 5348" for corner,
- 7) S78°49'32"W, a distance of 1301.47 feet to a concrete monument found for corner, being at the beginning of a curve to the right,
- 8) Along said curve to the right, having a radius of 2824.97 feet, an arc length of 246.54 feet, and a chord that bears S81°19'46"W, a distance of 246.46 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 9) S83°49'55"W, a distance of 1169.73 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 10) S84°49'09"W, a distance of 1246.31 feet to a 1 inch iron pipe found for corner, and,
- 11) N51°33'51"W, a distance of 65.48 feet to the **POINT OF BEGINNING** and containing 644.301 acres of land, as shown on the attached sketch.

SAVE AND EXCEPT
LONG BRANCH CEMETERY

BEING ALL OF THAT CERTAIN 1.230 ACRE TRACT OF LAND SITUATED IN THE CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 147, GUADALUPE COUNTY, TEXAS, BEING ALL OF A CALLED 1.230 ACRE TRACT OF LAND (EXHIBIT A-2) (LONG BRANCH CEMETERY) RECORDED IN DOCUMENT NUMBER 202199026066, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

COMMENCING at a 1/2 inch iron rod found at the intersection of the east right-of-way line of State Highway 123 (R.O.W. Varies) and the north right-of-way line of F.M. Highway 1978 (80' R.O.W.), being at the southwest corner of a called 510.282 acre tract of land (Exhibit A-1) conveyed to JLBC Investments by deed recorded in Document Number 202199026066, Official Public Records, Guadalupe County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract,

THENCE, N54°59'45"E, over and across said 510.282 acre tract of land, a distance of 3963.72 feet to a calculated point at the northwest corner of said 1.230 acre tract of land, for the northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

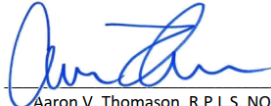
THENCE, with the common line of said 1.230 acre tract and said 510.282 acre tract, the following four (4) courses and distances, numbered 1 through 4,

- 1) N48°43'13"E, a distance of 191.41 feet to a calculated point at the northeast corner of said 1.230 acre tract, for the northeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "DAM 5348" at a south interior corner of said 510.282 acre tract of land, being at the northwest corner of a called 10.00 acre tract of land conveyed to Larry M. and Loretta Sanders by deed recorded in Volume 1364, Page 782, Official Public Records, Guadalupe County, Texas, bears N48°37'53"E, a distance of 1350.42 feet,
- 2) S41°13'41"E, a distance of 279.77 feet to a calculated point at the southeast corner of said 1.230 acre tract of land, for the southeast corner of the herein described tract of land,

643.071 ACRE PARCEL
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT NUMBER 226,
CHARLES HENDERSON SURVEY NUMBER 55, ABSTRACT 147,
ANDREW MITCHEL SURVEY NUMBER 62, ABSTRACT NUMBER 220,
JOHN WELLS SURVEY, ABSTRACT NUMBER 509
HAYS COUNTY AND GUADALUPE COUNTY, TEXAS

- 3) S48°28'49"W, a distance of 191.18 feet to a calculated point at the southwest corner of said 1.230 acre tract of land, for the southwest corner of the herein described tract of land,
- 4) N41°16'34"W, a distance of 280.57 feet to the **POINT OF BEGINNING** and containing 1.230 acres of land, as shown on the attached sketch.

ACREAGE TABLE:
GROSS AREA = 644.301 ACRES
SAVE AND EXCEPT TRACT = 1.230 ACRES
NET AREA = 643.071 ACRES

Surveyed by,  5/21/2026
Aaron V. Thomason, R.P.L.S. NO. 6214
Carlson, Brigance & Doering, Inc.
REG. # 10024900
5501 W. William Cannon
Austin, TX 78749
Ph, 512-280-5160
Aaron@cbdeng.com

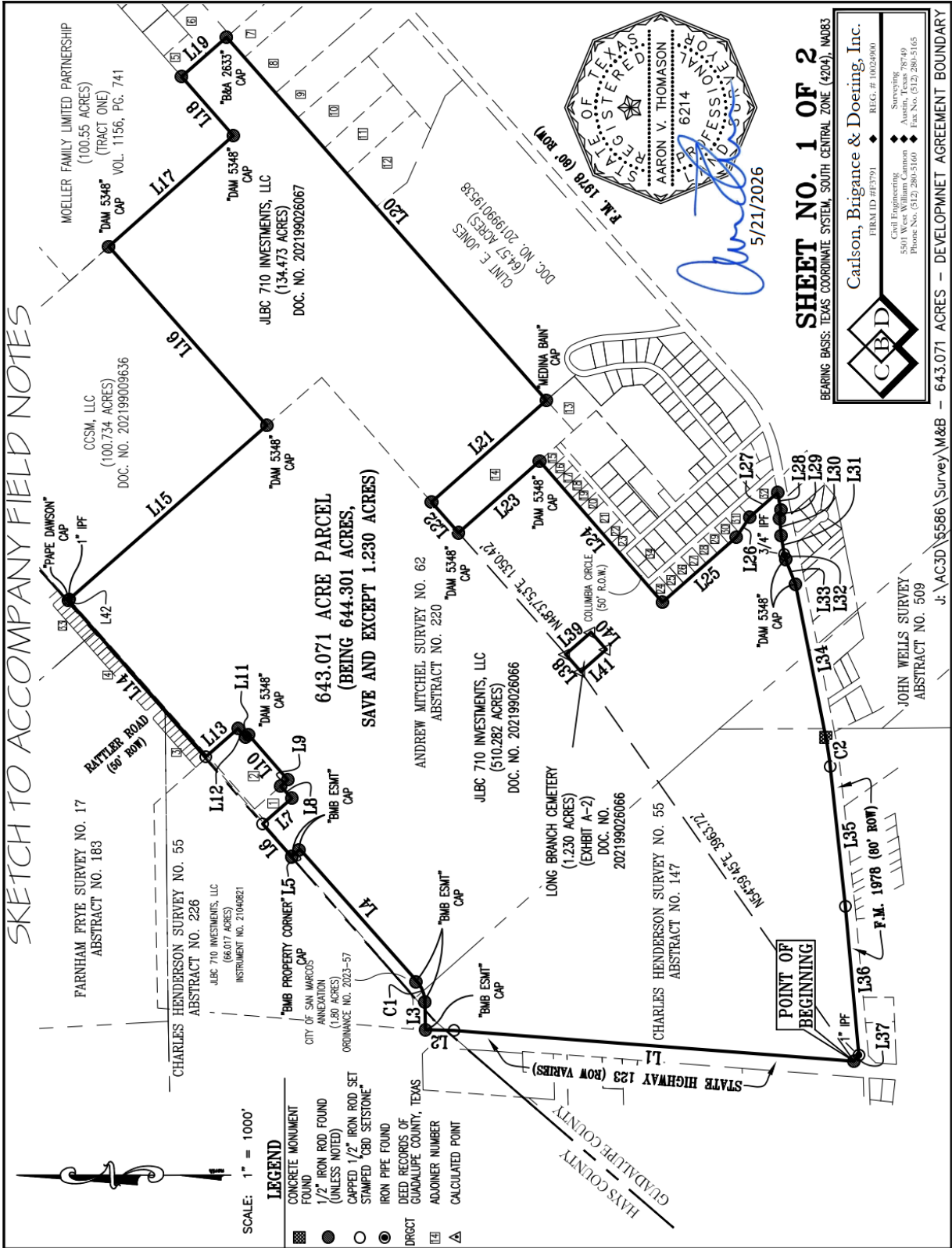


BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

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Page 6 of 6

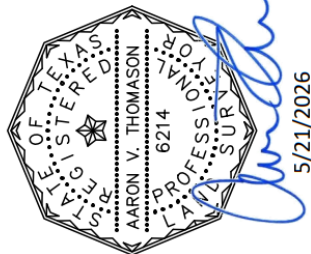
SKETCH TO ACCOMPANY FIELD NOTES



SKETCH TO ACCOMPANY FIELD NOTES

ADJOINER LIST

- | | | | |
|--|---|---|---|
| <p>1 JONATHAN GARNER KRAAK
0.907 ACRE
DOC. NO. 2015015713</p> <p>2 JONNIE LYNN KRAAK MCCLELLAN
5.00 ACRES
VOL. 943, PG. 640</p> <p>3 COTTON WOOD PHASE 3 UNIT 3
DOC. NO. 19029834</p> <p>4 COTTON WOOD CREEK
PHASE 3 UNIT 4
DOC. NO. 20015032</p> <p>5 GLORIA D. GARZA
1.497 ACRES
VOL. 2542, PG. 916</p> <p>6 GREGORIO AND MARIA JIMENEZ MATA
16.743 ACRES
DOC. NO. 2016011032,
CORRECTED IN DOC. NO. 2016013013</p> <p>7 STEPHEN THOMAS FLEMING
7.002 ACRES
DOC. NO. 2021990000556</p> <p>8 DARYL PAYTON FLEMING
9.16 ACRES
VOL. 596, PG. 818</p> <p>9 MICHAEL FLEMING
8.09 ACRES
DOC. NO. 201899025066</p> <p>10 DELBERT MAX OTTMERS, III
5.69 ACRES (TRACT 1)
DOC. NO. 202299013800</p> <p>11 MICHAEL FLEMING
5.02 ACRES
VOL. 596, PG. 826</p> <p>12 ROBERT FLEMING
5.11 ACRES
VOL. 596, PG. 828</p> <p>13 JOSE DE JESUS JUAREZ, ET UX
11.1738 ACRES
DOC. NO. 202399017401</p> <p>14 LARRY M. SANDERS & LORETTA SANDERS
10.00 ACRES
VOL. 1364, PG. 782</p> <p>15 SILVIA BENIEZ
CALLED LOT 27 - 0.45 ACRE
VOL. 2177, PG. 79</p> | <p>16 ROBERT AND NANCY DELEON
CALLED TRACT 26 - 0.419 ACRE
VOL. 1807, PG. 573</p> <p>17 OSCAR LEONARD DELEON, ET UX
CALLED LOT 25 - 0.42 ACRE
DOC. NO. 202399011194</p> <p>18 JESUS R. MENDEZ, JR. ET AL.
0.42 ACRE
VOL. 1221, PG. 131</p> <p>19 JOSE LUIS SUSTAITA, ET UX.
0.42 ACRE
VOL. 745, PG. 76</p> <p>20 ROBERT DELEON
TRACT ONE - 0.42 ACRE
DOC. NO. 2016022234</p> <p>21 UNRUH PROPERTY DEVELOPMENT, LLC
TRACT 6 - 0.844 ACRE
DOC. NO. 202099021246</p> <p>22 JOSIE DELEON
CALLED LOT 19 - 0.422 ACRE
DOC. NO. 2018002787</p> <p>23 GRACEANN ELIZABETH CORNWALL
0.429 ACRE
DOC. NO. 202399027128</p> <p>24 OLIVIA CONTRERAS
CALLED LOT 8 - 0.50 ACRE
DOC. NO. 20150002177</p> <p>25 ALFREDO MARMOLEJO
CALLED LOT 7 - 0.50 ACRE
VOL. 1885, PG. 839</p> <p>26 FREDDY AND FRANCES MARMOLEJO
CALLED LOT 6 - 0.50 ACRE
VOL. 1661, PG. 944</p> <p>27 MARY T. ALVARADO
CALLED LOT 5 - 0.50 ACRE
DOC. NO. 202299024336</p> <p>28 ANGEL AND NORMA BAEZ
CALLED LOT 4 - 0.50 ACRE
VOL. 1692, PG. 21</p> <p>29 JACKIE WAYNE HOUSE
CALLED LOT 3 - 0.4999 ACRE
VOL. 1830, PG. 581</p> | <p>30 RONALD WEIDMAN
CALLED LOT 2 - 0.50 ACRE
VOL. 1740, PG. 422</p> <p>31 JESSICA LOZANO RIVERA
CALLED LOT 1 - 0.50 ACRE
DOC. NO. 202399009746</p> <p>32 RICHARD CAMPBELL
0.98 ACRE
DOC. NO. 202399005503</p> <p>33 COTTONWOOD CREEK
PHASE 3 UNIT 5
DOC. NO. 20043156</p> <p>34 SKYLINE RIDGE
SUBDIVISION, SECTION 1
VOL. 3, PAGE 71</p> | <p>1901 RONALD WEIDMAN
CALLED LOT 2 - 0.50 ACRE
VOL. 1740, PG. 422</p> <p>1902 JESSICA LOZANO RIVERA
CALLED LOT 1 - 0.50 ACRE
DOC. NO. 202399009746</p> <p>1903 RICHARD CAMPBELL
0.98 ACRE
DOC. NO. 202399005503</p> <p>1904 COTTONWOOD CREEK
PHASE 3 UNIT 5
DOC. NO. 20043156</p> <p>1905 SKYLINE RIDGE
SUBDIVISION, SECTION 1
VOL. 3, PAGE 71</p> |
|--|---|---|---|



Line Table		Line Table	
Line #	Direction	Line #	Direction
L1	N04°24'01"E	L22	S48°37'28"W
L2	N01°29'59"E	L23	S41°31'22"E
L3	N89°02'30"E	L24	S49°01'23"W
L4	N48°28'43"E	L25	S41°22'39"E
L5	N41°31'17"W	L26	S56°23'57"E
L6	N48°40'12"E	L27	S41°27'17"E
L7	S41°14'15"E	L28	S78°51'23"W
L8	N47°05'59"E	L29	N82°58'39"W
L9	S41°38'54"E	L30	S84°56'39"W
L10	N48°58'18"E	L31	S81°16'38"W
L11	N41°53'08"W	L32	S73°34'12"W
L12	N48°38'20"E	L33	S68°10'55"W
L13	N41°19'44"W	L34	S78°49'32"W
L14	N48°40'14"E	L35	S83°49'55"W
L15	S41°20'52"E	L36	S84°49'09"W
L16	N48°36'09"E	L37	N51°33'51"W
L17	S41°43'29"E	L38	N48°43'13"E
L18	N48°46'41"E	L39	S41°13'41"E
L19	S41°18'07"E	L40	S48°28'49"W
L20	S48°38'30"W	L41	N41°16'34"W
L21	N41°31'52"W	L42	N41°20'52"W

Curve Table			
Curve #	Length	Radius	Chord Direction
C1	191.68	269.90	N68°48'50"E
C2	246.54	2824.97	S81°19'46"W

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

Carlson, Bugance & Doering, Inc.
 SURVEYING
 5901 West William Cannon
 Austin, Texas 78749
 Phone No. (512) 280-5160
 Fax No. (512) 280-5165
 REG. # 10024000

Exhibit "A-2"

Description of 25.013 Acre Tract

DESCRIPTION OF 25.013 ACRES, MORE OR LESS, IN THE ANDREW MITCHELL SURVEY, ABSTRACT NO. 220 AND BEING A PORTION OF THAT TRACT DESCRIBED AS 134.473 ACRES IN A DEED FROM JONNIE LYNN MCCLELLAN ET AL TO JLBC 710 INVESTMENTS, LLC DATED JULY 26, 2021 AND RECORDED IN GUADALUPE COUNTY DOCUMENT NUMBER 202199026067 OF THE GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the common northeast line of the JLBC 710 Investments, LLC tract and the southwest line of that tract described as Tract One - 100.55 acres in a deed from Leonard Oscar Moeller et ux to Moeller Family Limited Partnership dated July 17, 1995 and recorded in Volume 1156, Page 741 of the Guadalupe Official Public Records and for the north corner of this description, from which an iron rod found with an illegible plastic cap found in the southwest line of the Moeller Family Limited Partnership tract and for the north corner of the JLBC 710 Investments, LLC tract bears, S 41° 43' 33" W 649.92 feet;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 28291-24-2-d dated July 3, 2024, as prepared for the City of San Marcos by Byrn & Associates, Inc. of San Marcos, Texas with the common northeast and north line of the JLBC 710 Investments, LLC tract and the southwest and southeast line of the Moeller Family Limited Partnership tract the following two courses:

1. **S 41° 43' 33" E 738.56 feet** to an iron rod found with a plastic cap stamped "RPLS 5318", and
2. **N 48° 45' 59" E 652.96 feet** to a 1/2" iron rod found in the southeast line of the Moeller Family Limited Partnership tract and for a common north angle point of the JLBC 710 Investments, LLC tract and the west corner of that tract described as 1.4970 acres in a deed from Guillermo De La Rosa and Juan De La Rosa to Gloria D. Garza dated October 10, 2007 and recorded in Volume 2542, Page 916 of the Guadalupe County Official Public Records;

THENCE leaving the Moeller Family Limited Partnership tract with a northeast line of the JLBC 710 Investments, LLC tract and the southwest line of the Garza tract, **S 41° 42' 30" E 286.94 feet** to a 1/2" iron rod found for the common south corner of the Garza tract and the west occupied corner of a remaining portion of that tract described as 127.198 acres in a deed from Leila Alva Fleming to Malcolm Fleming dated November 8, 1971 and recorded in Volume 447, Page 633 of the Guadalupe County Deed Records;

THENCE leaving the Garza tract with a northeast line of the JLBC 710 Investments, LLC tract and the southwest line of a remaining portion of the Fleming 127.198 acre tract, **S 40° 50' 37" E 210.62 feet** to a 1/2" iron pipe found for the common east corner of the JLBC 710 Investments, LLC tract and the north corner of that tract described as 7.002 acres in a deed from Gregory Scott Fleming to Stephen Thomas

Fleming dated December 29, 2020 and recorded in Guadalupe County Document Number 202199000056 of the Guadalupe Official Public Records;

THENCE leaving a remaining portion of the Fleming 127.198 acre tract with the common southeast line of the JLBC 710 Investments, LLC tract and the northwest line of the Fleming 7.002 acre tract, **S 48° 32' 14" W 224.80 feet** to a 1/2" iron rod found for the common west corner of the Fleming 7.002 acre tract and the north corner of that tract described as 9.16 acres in a deed from Malcolm Fleming et ux to Daryl Payton Fleming dated February 23, 1980 and recoded in Volume 596, Page 818 of the Guadalupe County Deed Records;

THENCE leaving the Fleming 7.002 acre tract with the common southeast line of the JLBC 710 Investments, LLC tract and the northwest line of the Fleming 9.16 acre tract, **S 48° 41' 07" W 394.86 feet** to a 1/2" iron rod found for the common west corner of the Fleming 9.16 acre tract and the north corner of that tract described as 8.09 acres in a deed from Michael Fleming, executor to Michael Fleming dated October 29, 2018 and Guadalupe County Document Number 201899025066 of the Guadalupe County Official Public Records;

THENCE leaving the Fleming 9.16 acre tract with the common southeast line of the JLBC 710 Investments, LLC tract and the northwest line of the Fleming 8.09 acre tract, **S 48° 37' 31" W 294.23 feet** to a 1/2" iron rod found for the common west corner of the Fleming 8.09 acre tract and the north corner of that tract described as 5.69 acres in a deed from Malcolm Fleming et ux to Frances Fleming Ottmers dated February 23, 1980 and recoded in Volume 596, Page 830 of the Guadalupe County Deed Records;

THENCE leaving the Fleming 8.09 acre tract with the common southeast line of the JLBC 710 Investments, LLC tract and the northwest line of the Ottmers tract, **S 48° 37' 35" W 317.76 feet** to a 1/2" iron rod found for the common west corner of the Ottmers tract and the north corner of that tract described as 5.02 acres in a deed from Malcolm Fleming et ux to Michael Fleming dated February 23, 1980 and recoded in Volume 596, Page 826 of the Guadalupe County Deed Records;

THENCE leaving the Ottmers tract with the common southeast line of the JLBC 710 Investments, LLC tract and the northwest line of the Fleming 5.02 acre tract, **S 48° 37' 46" W 281.90 feet** to a 1/2" iron rod found for the common west corner of the Fleming 5.02 acre tract and the north corner of that tract described as 5.11 acres in a deed from Malcolm Fleming et ux to Robert Fleming dated February 23, 1980 and recoded in Volume 596, Page 828 of the Guadalupe County Deed Records;

THENCE leaving the Fleming 5.02 acre tract with the common southeast line of the JLBC 710 Investments, LLC tract and the northwest line of the Fleming 5.11 acre tract and its extension, **S 48° 38' 41" W 377.94 feet** to a capped iron rod found with an illegible cap for the common north corner of that tract described as 64.57 acre in a deed from Fleming Partners, LP to Clint E. Jones dated August 22, 2019 and recorded in Guadalupe County Document Number 20199019538 of the Guadalupe County Official Public Records and for a common west corner of a remaining portion of the Fleming 127.198 acre tract and the west corner of a 50 foot wide road easement from Malcolm Fleming et ux to Arthur V. Kraak dated January 2, 1973 and recorded in Volume 462, Page 666 of the Guadalupe County Deed Records, pass at 326.24 feet the record west corner of the Fleming 5.11 acre tract and the north corner of the 50 foot wide road easement;

THENCE leaving a remaining portion of the Fleming 127.198 acre tract and the 50 foot road easement with the common southeast line of the JLBC 710 Investments, LLC tract and the northwest line of the Jones tract, **S 48° 37' 59" W 8.68 feet** to a 1/2" iron rod set for the south corner of this description, from

which a 1/2" iron rod found for a common southwest angle point of the JLBC 710 Investments, LLC tract and a northwest angle point of the Jones tract bears, S 48° 37' 59" W 767.86 feet;

THENCE leaving the Jones tract and crossing the JLBC 710 Investments, LLC tract the following four courses:

1. N 41° 24' 54" W 119.70 feet to a 1/2" iron rod set,
2. N 48° 37' 38" E 699.92 feet to a 1/2" iron rod set,
3. N 41° 43' 28" W 1117.57 feet to a 1/2" iron rod set, and
4. N 48° 36' 01" E 549.95 feet to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 25.013 acres, more or less, as prepared from public records and a survey made on the ground on July 3, 2024 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. #5307



Client: City of San Marcos
Date: July 3, 2024
Survey: Mitchell, A. A-220
County: Guadalupe
Job No: 28291-24
FND 25.013 ac

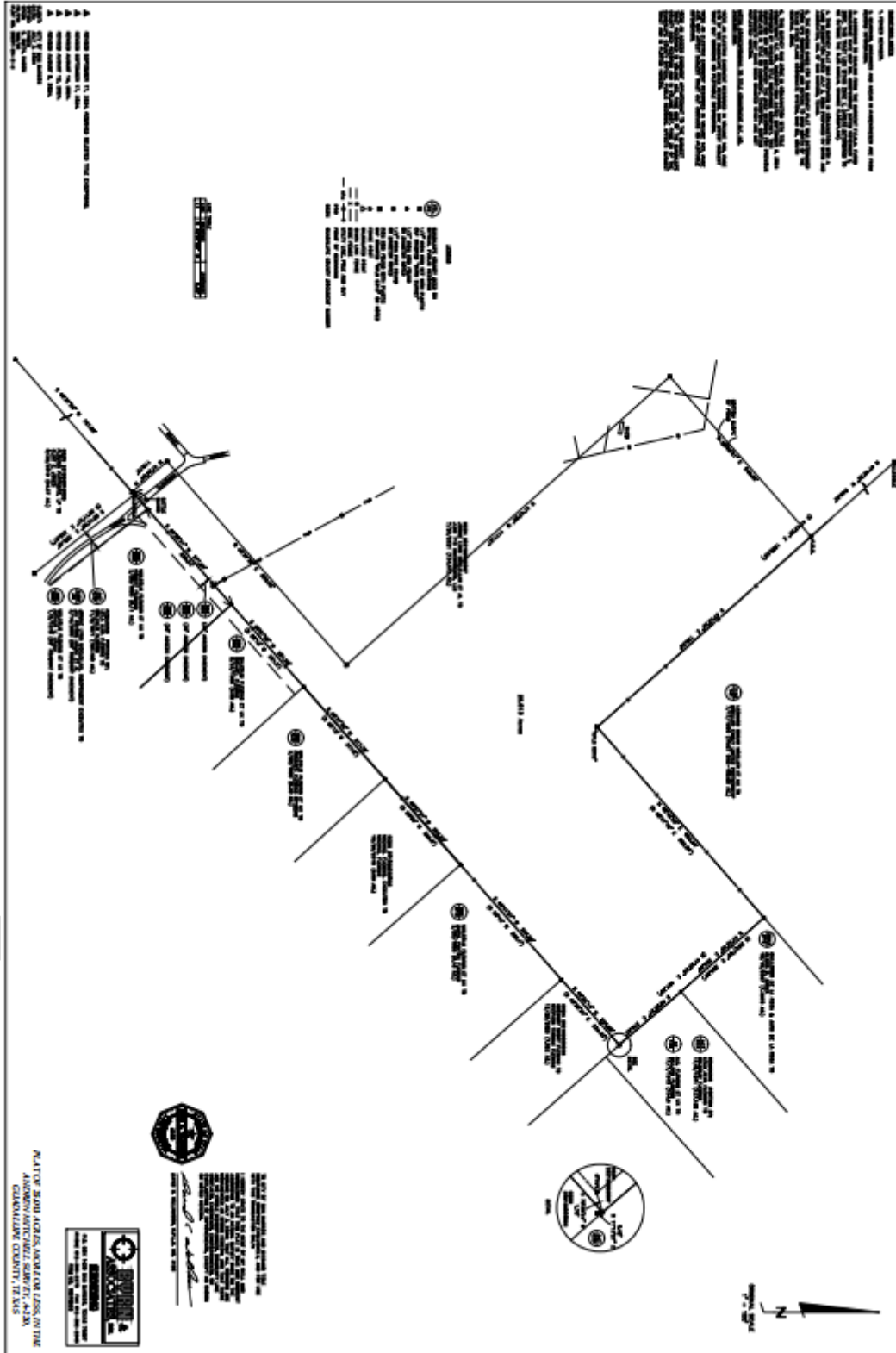


Exhibit "B"

Conceptual Land Use Plan

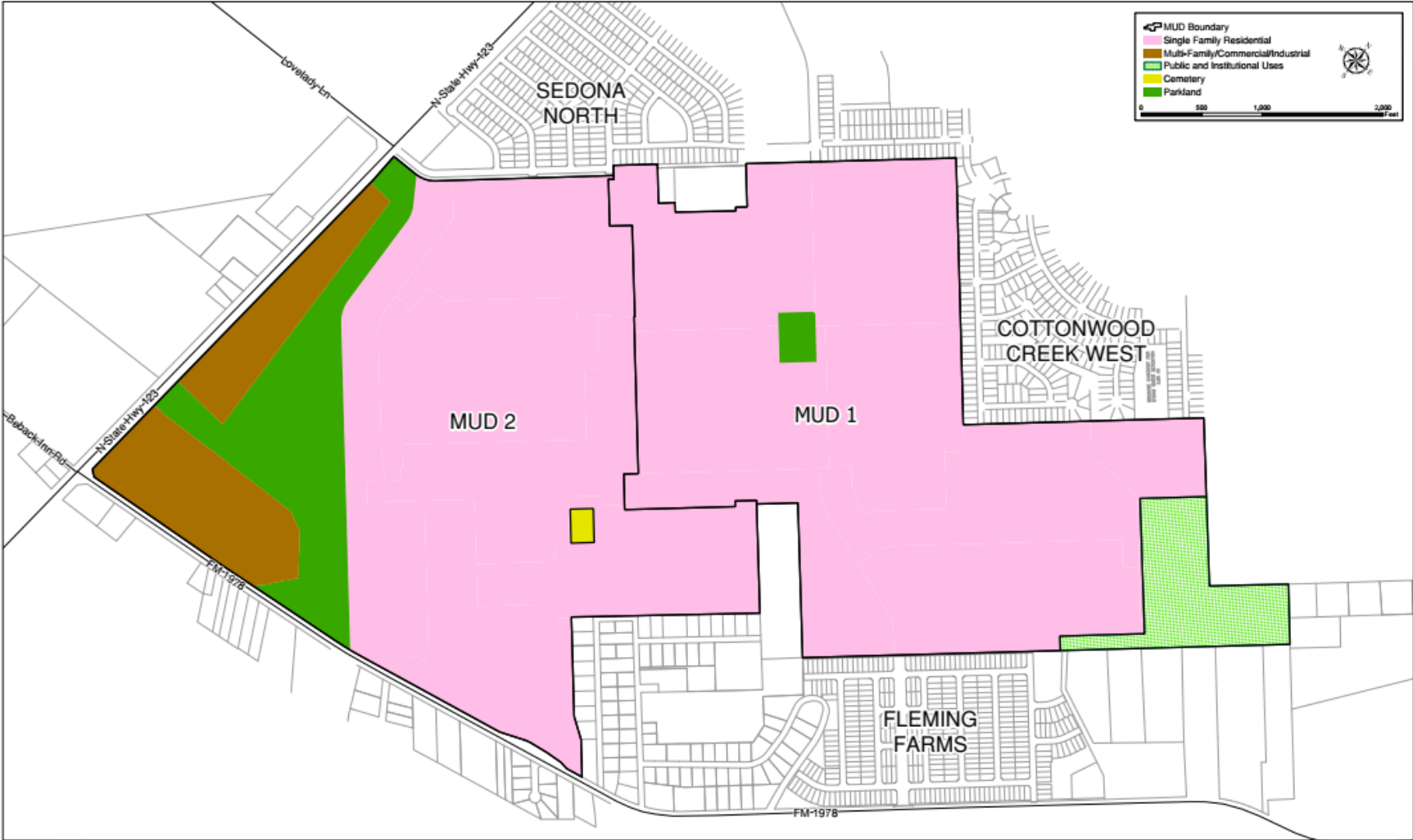


Exhibit "C"
Trail Exhibit

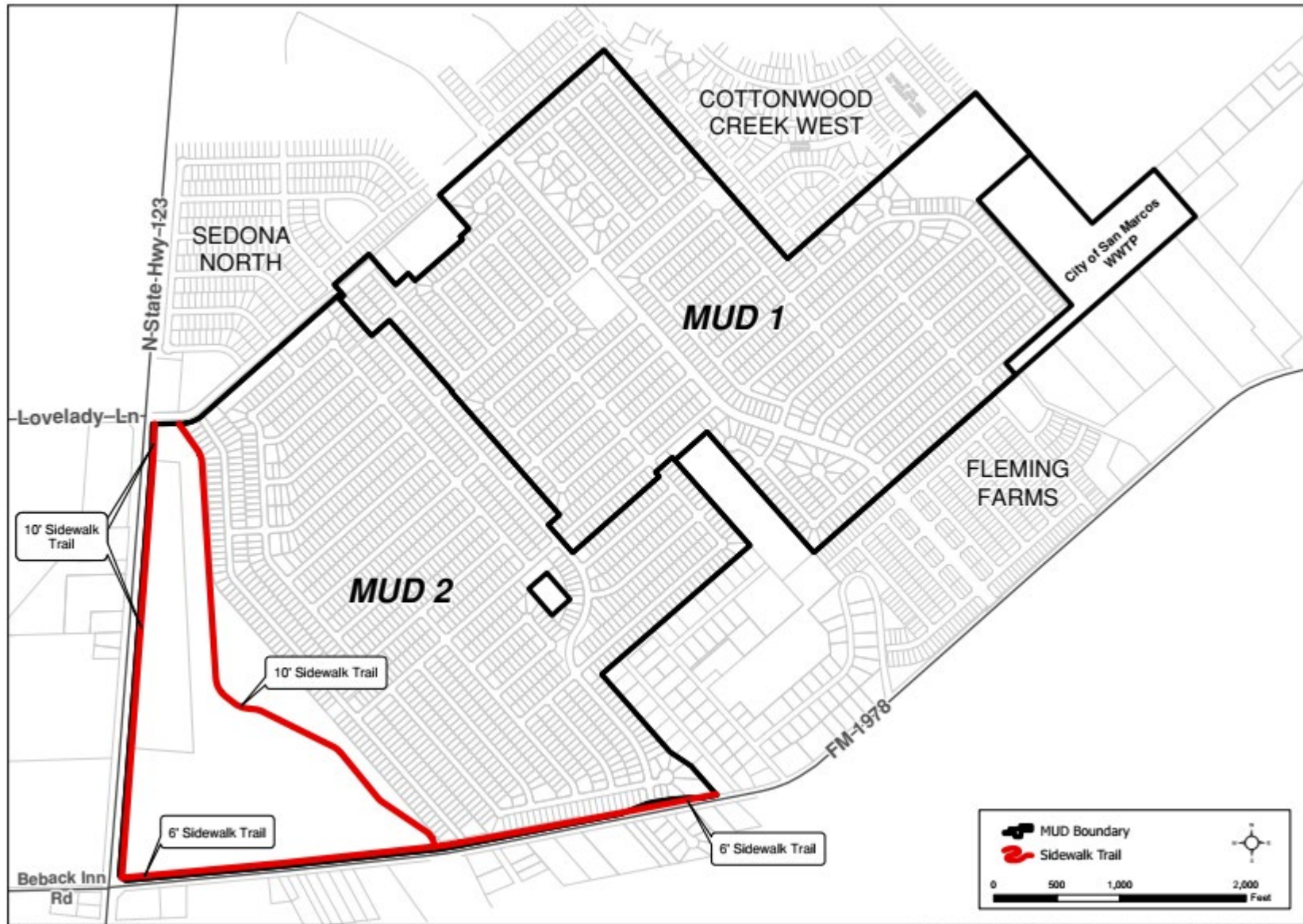


Exhibit "D"

Thoroughfare Plan Exhibit

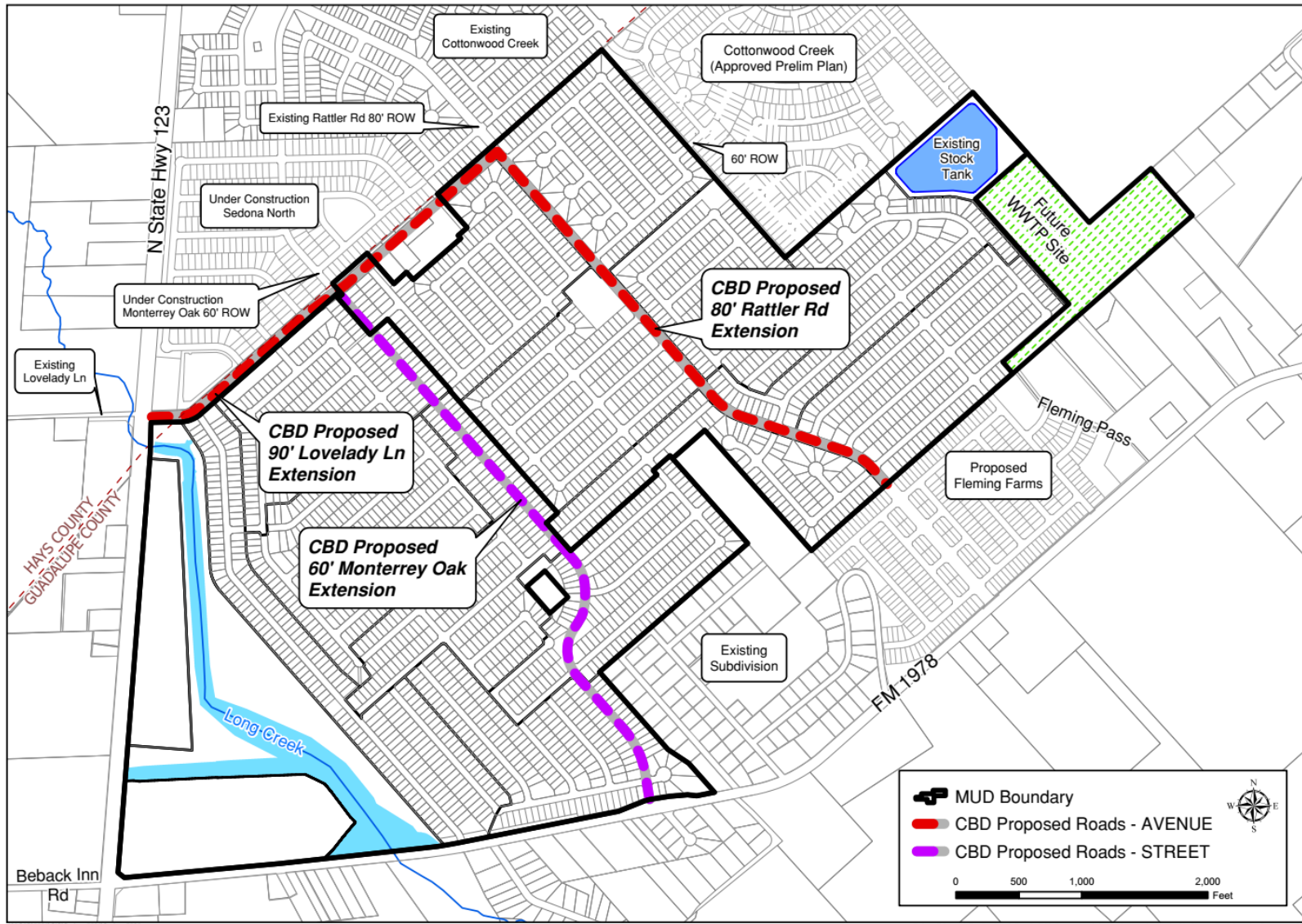


EXHIBIT "F" PHASE PLAN

