

## **AGREEMENT FOR THE PROVISION OF SERVICES**

(Pursuant to Tex. Local Gov't Code §43.0672)

**Date:** March 1, 2022

**Owner:** JLBC710 Investments, LLC, 6504 W. Courtyard Dr., Austin, TX, 78730

**City:** City of San Marcos, Texas, a home rule municipal corporation, 630, East Hopkins Street, San Marcos, Texas 78666

**Property:** As described in Exhibit A.

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**1.** The Owner has petitioned the City and the City has elected to annex the Property into the corporate limits of the City. Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City enter this agreement (the "Agreement") for the provision of services to the Property when annexed.

**2.** By this Agreement, the Owner affirms its consent to such annexation of the Property by the City and that Owner does not wish to enter into and has declined the offer from the City of a development agreement under Sections 43.016 and 212.172 of the Texas Local Government Code

**3.** In consideration of the mutual benefits to the Owner and the City arising from the annexation of the Property, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the City enter into this Agreement and agree that services to the Property will be provided as described in Exhibit B.

**4.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

**5.** If any word, phrase, clause, sentence, or paragraph of this Agreement is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this Agreement will continue in force if they can be given effect without the invalid portion.

**6.** This Agreement shall be binding upon Owner, and Owner's heirs, successors and assigns, and all future owners of all or any portion of the Property.

**7.** This Agreement will become effective as of the date an ordinance annexing the Property is finally passed, approved, and adopted by the City's city council (the Effective Date).

[SIGNATURES ON NEXT PAGE]

**CITY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS           §

§

COUNTY OF HAYS       §

      This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_ of the City of San Marcos, in such capacity, on  
behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**

JLBC710 Investments, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ in such  
capacity on behalf of said entity.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

## **EXHIBIT A**

Property Owner: JLBC 710 INVESTMENTS, LLC

### **LEGAL DESCRIPTION For a 75.17 Acre Tract of Land (Annexation Boundary)**

**BEING A 75.17 ACRE TRACT OF LAND OUT OF THE CHARLES HENDERSON SURVEY NO. 55, ABSTRACT NO. 226, HAYS COUNTY, TEXAS, AND THE ANDREW MITCHELL SURVEY NO. 62, ABSTRACT NO. 220, GUADALUPE COUNTY, TEXAS, BEING ALL OF THAT SAME TRACT CALLED 66.017 ACRES AS DESCRIBED IN A SPECIAL WARRANTY DEED DATED JULY 27, 2021 TO JLBC 710 INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 21040821, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, ALSO BEING OUT OF A 510.282 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED DATED JULY 27, 2021 TO JLBC 710 INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 202199026066, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO BEING OUT OF STATE HIGHWAY 123 AND AN ABANDONED 40-FOOT WIDE COUNTY ROAD DESCRIBED IN AN ACCESS EASEMENT DATED JULY 27, 2021 TO JONNIE LYNN KRAAK McCLELLAN AND JONATHAN KRAAK, RECORDED IN DOCUMENT NO. 202199026064, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; SAID 75.17 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING** at a point (N=13,844,621.38, E=2,303,335.19) at the intersection of the west right-of-way line of State Highway 123, a 130-foot wide right-of-way, with the south city limits line of the City of San Marcos, for the northwest corner of the herein described tract;

**THENCE, N.88°40'04"E.**, across State Highway 123, at 130.66 feet, pass a 1/2" iron pipe found on the east right-of-way line of State Highway 123, being the northwest corner of said 66.017 acre tract and the southwest corner of a 1.506 acre tract described in a General Warranty Deed dated March 13, 2008 to The City of San Marcos, recorded in Volume 3349, Page 162, Official Public Records of Hays County, Texas, and continuing with the north line of said 66.017 acre tract, the south line of said 1.506 acre tract, the south line of a 1.000 acre tract described in a General Warranty Deed dated March 13, 2008 to The City of San Marcos, recorded in Volume 3349, Page 156, Official Public Records of Hays County, Texas, the south line of Cottonwood Creek Subdivision, Phase 3, Unit 1, a subdivision recorded in Document No. 18007114, Plat Records of Hays County, Texas, the south line of Cottonwood Creek Subdivision, Phase 3, Unit 2, a subdivision recorded in Document No. 18034771, Plat Records of Hays County, Texas, and the south line of Cottonwood Creek Subdivision, Phase 3, Unit 3, a subdivision recorded in Document No. 19029834, Plat Records of Hays County, Texas, a total distance of **1825.64 feet** to a 1/2" iron rod with yellow plastic cap stamped "DAM #5348 PROP COR." found, being an interior corner of Lot 16, Block Q of said Cottonwood Creek Subdivision, Phase 3, Unit 3, for the northeast corner of the herein described tract;

**THENCE, S.41°57'35"E.**, with the southwest line of said Cottonwood Creek Subdivision, Phase 3, Unit 3, a distance of **589.09 feet** to a 1/2" iron rod with yellow plastic cap stamped

“DAM #5348 PROP COR.” found at the intersection of southwest line of said Cottonwood Creek Subdivision, Phase 3, Unit 3, with the northwest line of an abandoned County Road, for the most easterly corner of the herein described tract, from said point, a 1/2” iron rod with yellow plastic cap stamped Pape-Dawson found in the center of said abandoned County Road, being the south corner of said Cottonwood Creek Subdivision, Phase 3, Unit 3, bears **S.41°57'35"E., 15.23 feet**;

**THENCE, S.48°40'20"W.**, departing the southwest line of said Cottonwood Creek Subdivision, Phase 3, Unit 3, with the northwest line of said abandoned County Road, a distance of **1086.96 feet** to a 1/2” iron rod with yellow plastic cap stamped “DAM #5348 PROP COR.” found, for an interior corner of the herein described tract;

**THENCE**, departing the southeast line of said 66.017 acre tract, across said abandoned County Road and across said 510.282 acre tract, the following ten (10) courses:

- 1) **S.41°31'23"E.**, a distance of **69.04 feet** to a 1/2” iron rod with orange plastic cap stamped “BAIN MEDINA BAIN INC. PROPERTY CORNER” set, for a corner of the herein described tract;
- 2) **S.48°28'37"W.**, a distance of **60.00 feet** to a 1/2” iron rod with orange plastic cap stamped “BAIN MEDINA BAIN INC. PROPERTY CORNER” set at the point of curvature of a non-tangent curve to the left;
- 3) Along said non-tangent curve to the left having a radius of **15.00 feet**, a central angle of **90°00'00"**, a chord which bears **N.86°31'23"W., 21.21 feet**, and an arc distance of **23.56 feet** to a 1/2” iron rod with orange plastic cap stamped “BAIN MEDINA BAIN INC. PROPERTY CORNER” set at the point of tangency;
- 4) **S.48°28'37"W.**, a distance of **548.30 feet** to a 1/2” iron rod with orange plastic cap stamped “BAIN MEDINA BAIN INC. PROPERTY CORNER” set at the point of curvature of a curve to the left;
- 5) Along said curve to the left having a radius of **15.00 feet**, a central angle of **90°00'00"**, a chord which bears **S.03°28'37"W., 21.21 feet**, and an arc distance of **23.56 feet** to a 1/2” iron rod with orange plastic cap stamped “BAIN MEDINA BAIN INC. PROPERTY CORNER” set at the point of tangency;
- 6) **S.48°28'37"W.**, a distance of **60.00 feet** to a 1/2” iron rod with orange plastic cap stamped “BAIN MEDINA BAIN INC. PROPERTY CORNER” set at the point of curvature of a non-tangent curve to the left;
- 7) Along said non-tangent curve to the left having a radius of **15.00 feet**, a central angle of **90°00'00"**, a chord which bears **N.86°31'23"W., 21.21 feet**, and an arc distance of **23.56 feet** to a 1/2” iron rod with orange plastic cap stamped “BAIN MEDINA BAIN INC. PROPERTY CORNER” set at the point of tangency;
- 8) **S.48°28'37"W.**, a distance of **753.85 feet** to a 1/2” iron rod with orange plastic cap stamped “BAIN MEDINA BAIN INC. PROPERTY CORNER” set at the point of

curvature of a curve to the right;

- 9) Along said curve to the right having a radius of **230.00 feet**, a central angle of **40°33'47"**, a chord which bears **S.68°45'30"W., 159.45 feet**, and an arc distance of **162.83 feet** to a 1/2" iron rod with orange plastic cap stamped "BAIN MEDINA BAIN INC. PROPERTY CORNER" set at the point of tangency;
- 10) **S.89°02'24"W., at 229.88 feet**, pass a 1/2" iron rod with orange plastic cap stamped "BAIN MEDINA BAIN INC. PROPERTY CORNER" set on the east right-of-way line of State Highway 123 and the west line of said 510.282 acre tract, and continuing across State Highway 123, a total distance of **359.99 feet** to a point on the west right-of-way line of State Highway 123, for the southwest corner of the herein described tract;

**THENCE, Northerly**, with the west right-of-way line of State Highway 123, the following two (2) courses:

- 1) **N.01°28'07"E., a distance of 28.58 feet** to a point near the intersection of the west right-of-way line of State Highway 123, with the south line of Lovelady Lane, a 40-foot wide County Road, for an angle point;
- 2) **N.04°26'07"E., across Lovelady Lane**, continuing with the west right-of-way line of State Highway 123, a distance of **2168.19 feet** to the **POINT OF BEGINNING**, containing **75.17 acres** of land.

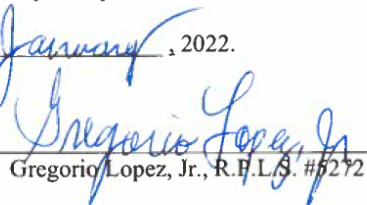
Bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (4203), NAD 83(2011).

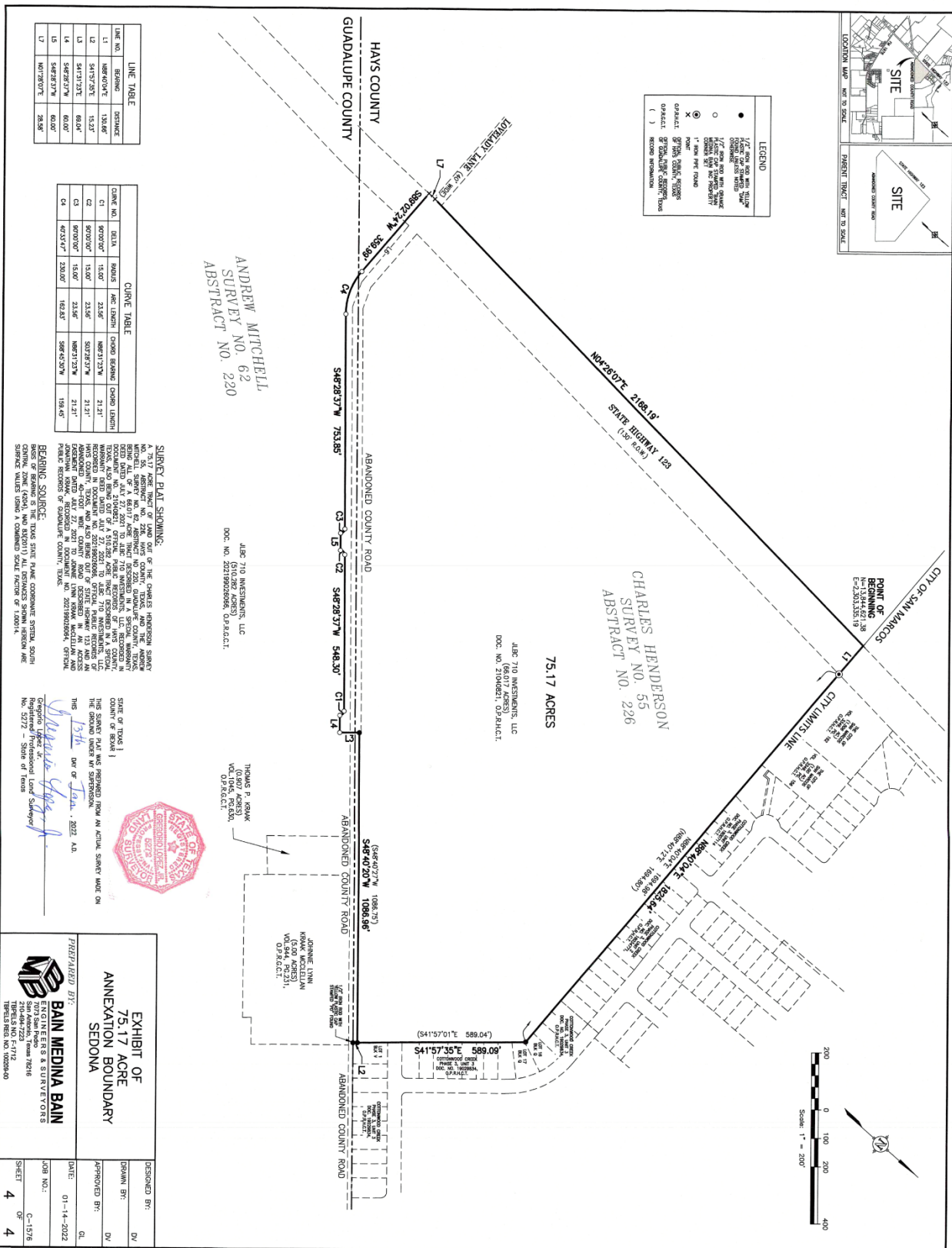
All distances are surface values using a combined scale factor of 1.00014

This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 13<sup>th</sup> day of January, 2022.



  
Gregorio Lopez, Jr., R.P.L.S. #5272



## **EXHIBIT B**

When the Property is annexed, services will be provided to the Property as follows:

### **1. Police Protection**

Police services, including patrolling, response to calls and other routine services, will begin on the Effective Date of the annexation using existing personnel and equipment.

### **2. Fire Protection**

Fire protection services, including emergency response calls, will begin on the Effective Date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

### **3. Emergency Medical Services**

Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

### **4. Solid Waste Collection**

Solid waste collection services, provided under contract with a private company, will be made available to all properties on the Effective Date of the annexation. Residents of the Property may elect to continue using the services of a private solid waste hauler for a period of two years after the Effective Date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

### **5. Operation and Maintenance of Water and Wastewater Facilities**

**a. Water.** The property is located within an area over which Crystal Clear Water Special Utilities District (SUD) holds a Certificate of Convenience and Necessity (CCN) for water service. Therefore, the City will not provide water service to the area at this time.

**b. Wastewater.** The Property is not covered by a CCN for wastewater service; however, the City of San Marcos has wastewater lines adjacent to the Property and agrees to make wastewater service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

### **6. Construction, Operation and Maintenance of Roads and Streets**

As new development occurs within the Property, the Owner(s) of Property will be required to construct streets at the Owner's sole expense in accordance with applicable ordinances of the City.



## **7. Electric Service**

The Property is located in the Bluebonnet Electric service area. Thus, the City will not provide electric service to the Property.

## **8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools**

No parks, playgrounds, and/or swimming pools currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the Property. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the city.

## **9. Operation and Maintenance of Other Public Facilities, Buildings, and Services**

No other public facilities, buildings, or services currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building, and services. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those facilities and services by other citizens of the city.