

**AGREEMENT FOR THE PROVISION OF SERVICES**  
(Pursuant to Tex. Local Gov't Code §43.0672)

**Date:** August 4, 2020

**Owner:** LCSM Ph. 2, LLC, 303 Colorado Street, Suite 2300, Austin, TX 78701

**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 pursuant to the terms of a development agreement with the City 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 LCSM PH. 2, LLC, a Texas Limited Liability Company:**

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

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

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

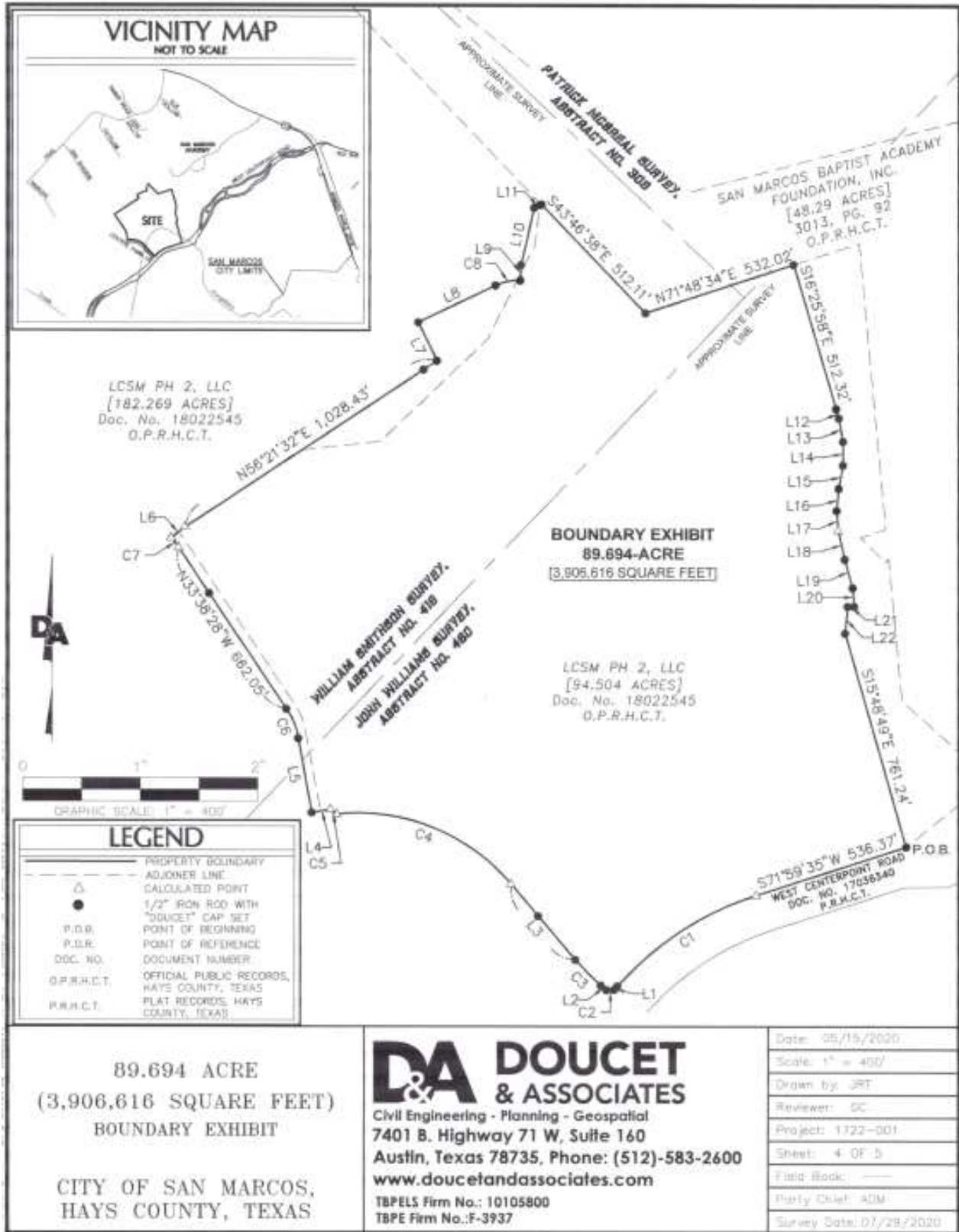
**ACKNOWLEDGMENT**

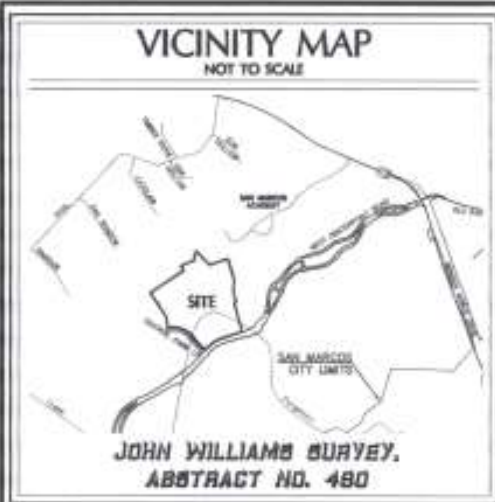
STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

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

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

EXHIBIT A





CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	572.24'	1,065.00'	30°47'09"	S56°36'00"W	565.38'
C2	30.29'	20.00'	86°46'56"	S83°03'03"W	27.48'
C3	123.50'	815.00'	8°40'57"	N44°27'06"W	123.39'
C4	665.76'	685.00'	55°41'13"	N67°57'20"W	636.87'
C5	29.69'	20.22'	84°09'04"	N53°26'10"W	27.10'
C6	110.12'	270.00'	23°22'04"	N21°57'28"W	109.36'
C7	41.52'	470.00'	5°03'41"	N36°10'19"W	41.51'
C8	86.33'	173.50'	28°30'33"	N78°36'13"E	85.44'

LEGEND	
---	PROPERTY BOUNDARY
---	ADJACENT LINE
△	CALCULATED POINT
●	1/2" IRON ROD WITH "DOUCET" CAP SET
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
DOC. NO.	DOCUMENT NUMBER
OPR. ACT.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
PR. ACT.	PLAT RECORDS, HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°12'25"W	15.35'
L2	N51°05'00"W	26.24'
L3	N40°06'39"W	339.13'
L4	S80°00'46"W	64.90'
L5	N10°16'24"W	257.65'
L6	N51°17'50"E	60.00'
L7	N25°39'04"W	145.42'
L8	N64°20'56"E	291.09'
L9	N02°51'29"E	53.00'
L10	N12°59'10"E	199.70'
L11	N64°20'56"E	27.11'
L12	S16°15'24"E	33.68'
L13	S10°06'10"E	81.02'
L14	S00°06'46"W	81.02'
L15	S10°19'46"W	81.02'
L16	S05°27'59"W	75.37'
L17	S04°34'06"E	69.44'
L18	S12°37'02"E	101.90'
L19	S15°31'59"E	101.88'
L20	S04°54'54"E	63.30'
L21	S89°27'32"W	22.41'
L22	S05°16'10"W	82.13'

**SURVEY NOTES:**

COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD83 (2011), EPOCH: 2010.

DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE RECIPROCAL OF THE FOLLOWING COMBINED SCALE FACTOR--1.00009768.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



*Garrett Cavauolo* 5/15/20  
 GARRETT CAVAUOLO  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6714  
 DOUCET & ASSOCIATES  
 GCAVAUOLO@DOUCETENGINEERS.COM

**89.694 ACRE**  
**(3,906,616 SQUARE FEET)**  
**BOUNDARY EXHIBIT**

**CITY OF SAN MARCOS,**  
**HAYS COUNTY, TEXAS**



Civil Engineering - Planning - Geospatial  
**7401 B. Highway 71 W, Suite 160**  
**Austin, Texas 78735, Phone: (512)-583-2600**  
**www.doucetandassociates.com**

TBPELS Firm No.: 10105800  
 TBPE Firm No.: F-3937

Date:	05/15/2020
Scale:	1" = 100'
Drawn by:	JRT
Reviewed by:	GC
Project:	1722-001
Sheet:	5 OF 5
Field Book:	---
Party Chief:	ADM
Survey Date:	07/29/2020

## **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**

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 the City of San Marcos holds a Certificate of Convenience and Necessity (CCN) for water service. The City will make water 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.

**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 Pedernales Electric Cooperative 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.