

## MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on \_\_\_\_\_, 2025, by and between the **City of League City, Texas**, a home-rule municipality of the State of Texas, ("City") and **Martron, LLC**, a Texas limited liability company, **Ellen Lloyd Cummins**, and **J.A.C. Interests, Ltd.**, a Texas limited partnership (collectively, "Owner").

### BACKGROUND

The parties agree that the following background is true and correct and forms the basis upon which the parties have entered into this Agreement.

Section 43.0671, Texas Local Government Code, permits the City to annex an area if each owner of land in an area requests the annexation;

Where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

Owner owns certain parcels of land situated in Galveston County, Texas, which consists of approximately 80.45 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

Owner has filed a written request with the City for full-purpose annexation of the Property ("Petition");

City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

The Petition and execution of this Agreement are subject to approval by the City Council.

### AGREEMENT

In exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Petition.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.**
  - a. Commencing on the effective date of annexation, the City will provide the municipal

having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

- i. Fire – The City will provide emergency and fire protection services.
  - ii. Police – The City will provide protection and law enforcement services.
  - iii. Emergency Medical Services – The City will provide emergency medical services.
  - iv. Planning, Zoning, and Building – The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
  - v. Publicly Owned Parks, Facilities, and Buildings
    1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
    2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
  - vi. Stormwater Management Services – Except as may be provided by a separate Utility Agreement between the City and a future municipal utility district serving the Property, the City will provide stormwater management services.
  - vii. Streets – The City will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
  - viii. Water and Wastewater
    1. The City will provide water supply and wastewater treatment services.
    2. Except as may be provided by a separate Utility Agreement between the City and a future municipal utility district serving the Property, new homes will be required to connect to the City's water and sewer system at the owner's expense.
    3. Existing, occupied homes or structures that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same.
  - ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
  - x. Code Compliance – The City will provide education, enforcements, and abatement relating to code violations within the Property.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
4. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner

acknowledges that approval of the Petition is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Galveston County, Texas or the United States District Court for the Southern District of Texas, and construed in conformity with the provisions of Texas Local Government Code, Chapter 43.
8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF LEAGUE CITY, TEXAS**

By: \_\_\_\_\_  
Nick Long  
Mayor

ATTEST:

By: \_\_\_\_\_  
Diane Stapp  
City Secretary

**MARTRON, LLC,**

a Texas limited liability company

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

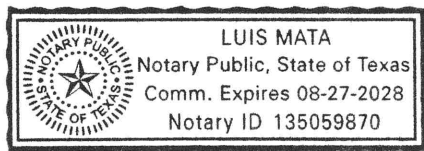
Name: Jack Fields

Title: Manager

THE STATE OF TEXAS

COUNTY OF fort Bend

This instrument was executed before me on the 3rd day of April, 2025 by Jack Fields, Manager of Martron, LLC, a Texas limited liability company, on behalf of said limited liability company.



Luis Mata  
Notary Public in and for  
fort Bend County, Texas.



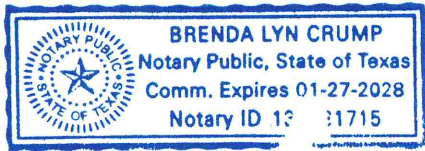
ELLEN LLOYD CUMMINS,  
in her individual capacity

Ellen Lloyd Cummins

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was executed before me on the 7<sup>th</sup> day of April, 2025 by Ellen Lloyd Cummins.



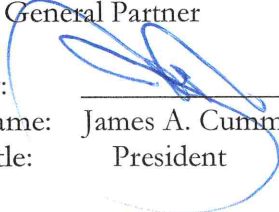
Brenda Lyn Crump  
Notary Public in and for

Harris County, Texas.



**J.A.C. INTERESTS, LTD.,**  
a Texas limited partnership

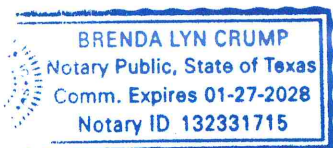
By: J.A.C. Interests Management, L.L.C.,  
a Texas limited liability company,  
its General Partner

By:   
Name: James A. Cummins, Jr.  
Title: President

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was executed before me on the 4th day of April, 2025 by James A. Cummins, Jr., President of J.A.C. Interests Management, L.L.C., a Texas limited liability company, general partner of J.A.C. Interests Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



  
Notary Public in and for

Harris County, Texas

## EXHIBIT A

January 23, 2025  
Revised February 24, 2025  
S001-3082-020072

### DESCRIPTION OF 80.45 ACRES

Being 80.45 acres of land located in the I.R. Lewis Survey, Abstract 15, Galveston County, Texas, being all of Lots 7, 8, 9, 10, 11, 12 of Block 14, and lots 6 and 7 of Block 4 Division E, of Galveston-Houston Interurban Land Company Subdivision, a subdivision of record in Volume 7, Page 33, of the Map Records of Galveston County, Texas (G.C.M.R.), more particularly being a portion of the remainder of that certain called 1,777.3392 acre tract described as "Tract III" in the deed to Martron LLC by an instrument of record under File Number 2013000636 of the Official Public Records of Galveston County, Texas (G.C.O.P.R.), said 80.45 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD83, NA2011 (Epoch 2010.00)):

COMMENCING for reference at a 2-inch iron pipe with cap found for the southeast corner of said 1,777.3392 acre tract, same being the southwest corner of that certain called 1,324.530 acre tract described in the deed to RKD. Sr. Family-II, L.P. by an instrument of record in File Number 2021092053, G.C.O.P.R. and corrected in File Number 2024024743, G.C.O.P.R., said point lying on the north right-of-way line of F.M. 517 (width varies), from which an aluminum TxDOT disc found on the east line of said 1,777.3392 acre tract, common to the west line of said 1,324.530 acre tract bears North 03° 05' 31" West, 479.05 feet;

Thence, South 88° 49' 48" West, along the south line of said 1,777.3392 acre tract, common to the north right-of-way line of said F.M. 517, 739.06 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the southeast corner the aforementioned Lot 7 Block 14, Division E of said Galveston-Houston Interurban Land Company Subdivision, and the POINT OF BEGINNING of the herein described tract;



80.45 Acres

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Thence, South  $88^{\circ} 49' 48''$  West, continuing along said common line and the south line of said Block 14, 104.74 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner, the beginning of a curve;

Thence, continuing along said common line and 364.21 feet along the arc of a non-tangent curve to the left, having a radius of 2,865.12 feet, a central angle of  $07^{\circ} 17' 00''$ , and a chord which bears South  $85^{\circ} 56' 38''$  West, 363.96 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for corner;

Thence, South  $82^{\circ} 17' 43''$  West, continuing along said common line, 2,742.76 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the common south corner of the aforementioned Lot 12, Block 14 and Lot 8, Block 4, Division E of said Galveston-Houston Interurban Land Company Subdivision;

Thence, North  $02^{\circ} 30' 10''$  West, departing said common line and along the west line of said Lot 12, Block 14 common to the east line of said Lot 8, Block 4, 1,238.94 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the common north corner of said Lot 12, Block 14 and said Lot 8, Block 4;

Thence, North  $87^{\circ} 29' 50''$  East, along the north line of Lots 7 through 12 of said Block 4, 3,200.00 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEY" set for the northeast corner of said Lot 7, Block 12, same being the northwest corner of Lot 11, Block 5, Division E of said Galveston-Houston Interurban Land Company Subdivision;

80.45 Acres

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Thence, South 02° 30' 10" East, along the east line of said Lot 7, Block 14 and the west line of said Lot 11, Block 15, 982.83 feet to the POINT OF BEGINNING and containing 80.45 acres of land.



Benjamin Lowe, RPLS  
Texas Registration No. 6944  
LJA Surveying, Inc.



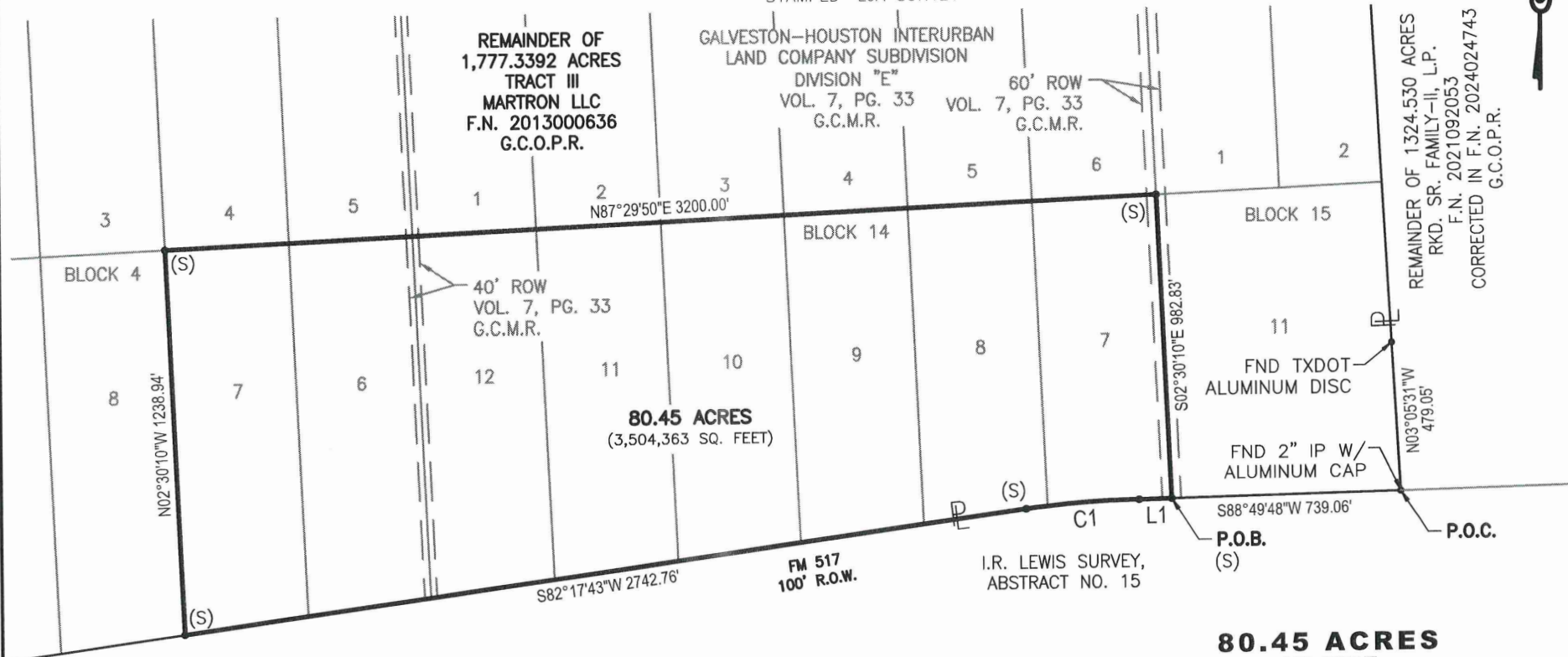
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2/20/2025

Line Table		
Line #	Direction	Length
L1	S88° 49' 48"W	104.74'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	364.21'	2,865.12	7°17'00"	S85° 56' 38"W	363.96'

# LEGEND:

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCING  
G.C.O.P.R. OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY  
G.C.M.R. MAP RECORDS OF GALVESTON COUNTY  
R.O.W. RIGHT OF WAY  
P PROPERTY LINE  
(S) SET 5/8" IRON ROD W/ CAP  
STAMPED "LJA SURVEY"



NOTES:  
1. ALL BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, NA2011 (EPOCH 2010.00).

**80.45 ACRES  
IN THE  
IRA R. LEWIS SURVEY,  
ABSTRACT 15  
GALVESTON COUNTY, TEXAS**  
FEBRUARY 2025 JOB NO. 3082-020072

**LJA SURVEYING, INC.**

2011 E. Broadway Street  
Suite 130  
Pearland, Texas 77581

Phone 281.930.0201  
TBPELS Firm No. 10194382