

AGREEMENT FOR THE PROVISION OF SERVICES

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

Date: January 4, 2022

Owner: Tyler Sibley, Centerpoint Commons, LLC, 515 Congress Avenue, Ste. 1515,
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.

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:

Tyler Sibley, Centerpoint Commons, LLC

ACKNOWLEDGMENT

STATE OF _____ §

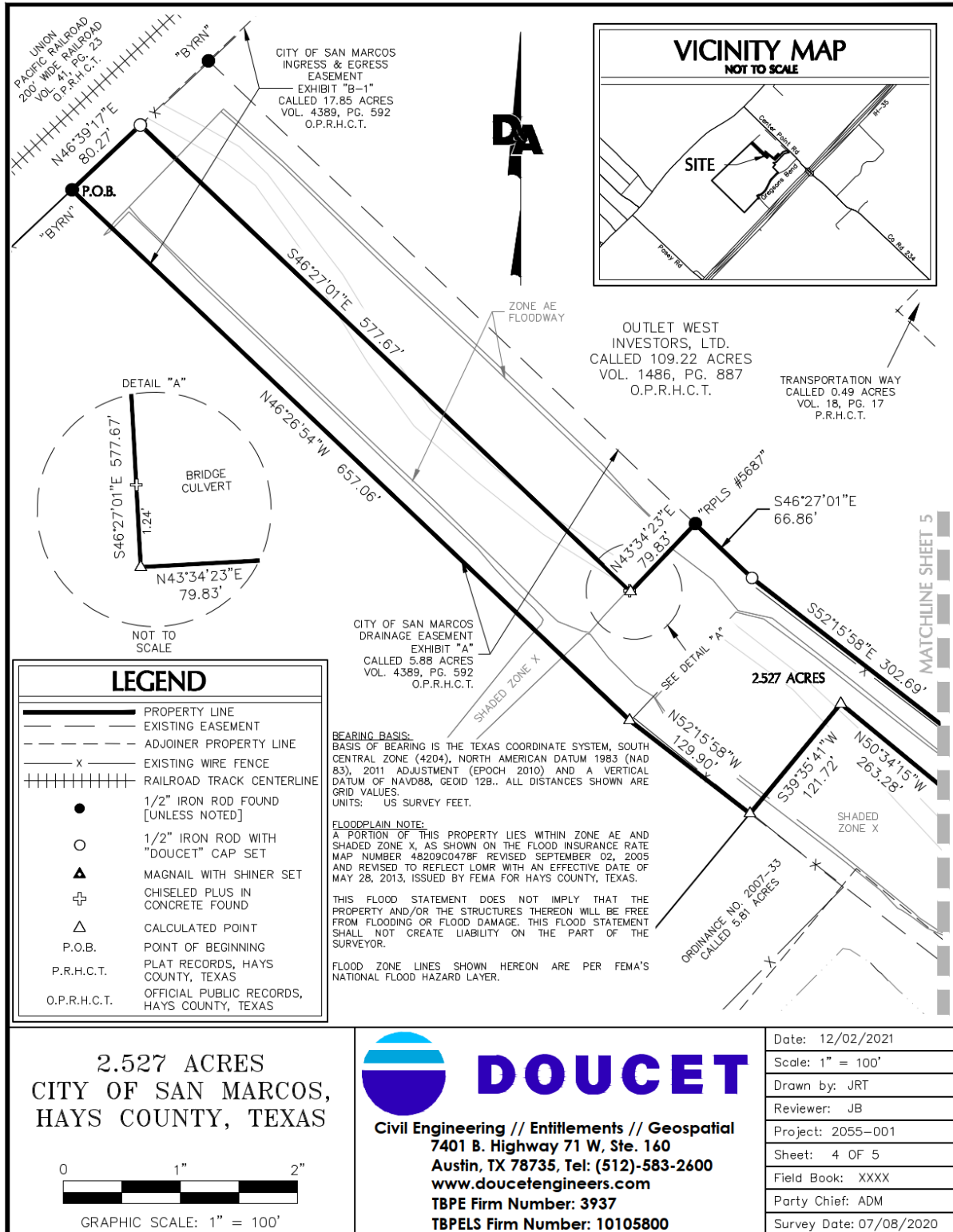
§

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



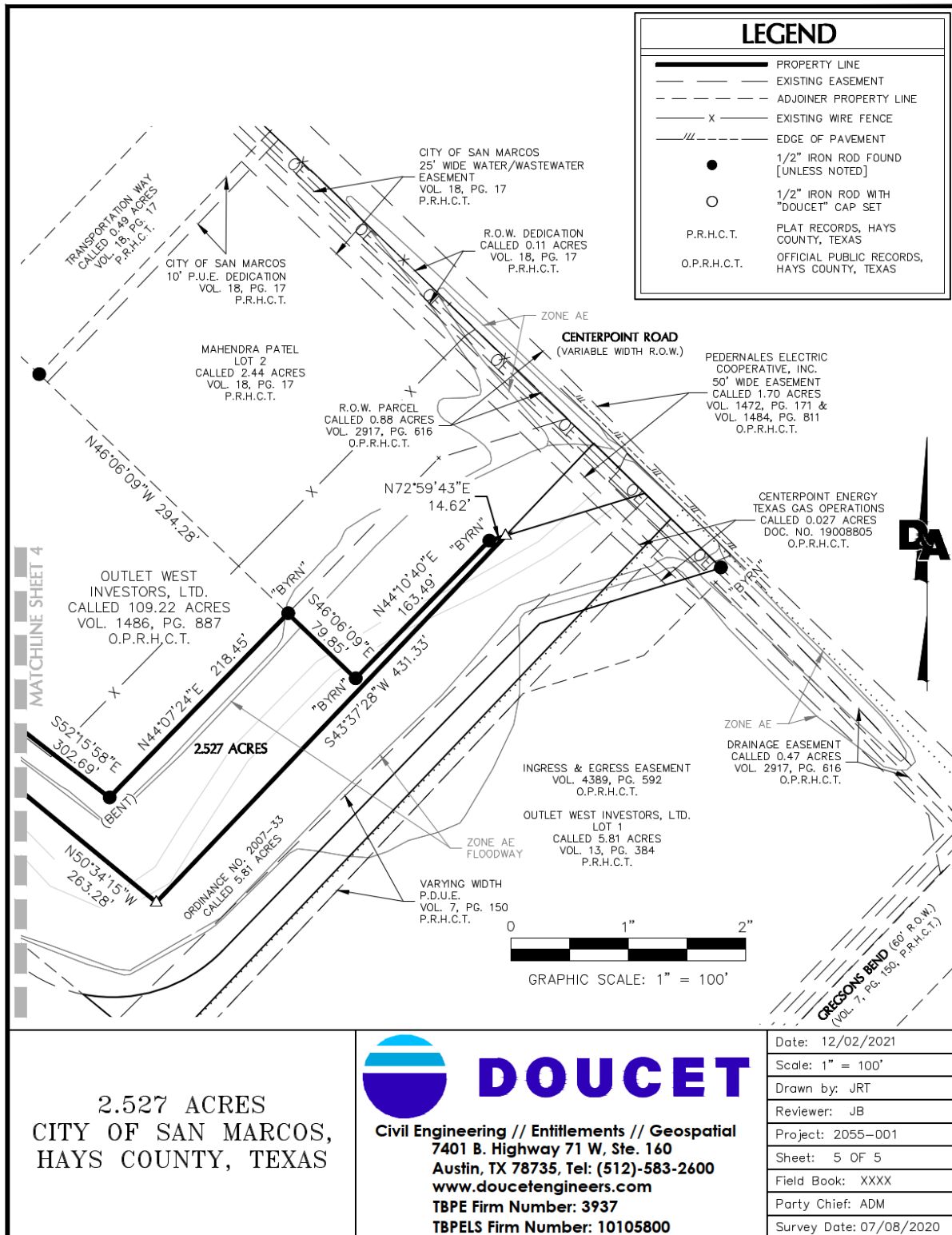




Exhibit " _ "

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

**2.527-Acre Tract
Hays County, Texas**

**D&A Job No. 2055-001
December 2, 2021**

**DESCRIPTION
2.527 Acre Tract**

BEING A 2.527 ACRE TRACT OUT OF THE EDWARD BURLESON SURVEY NUMBER 18, ABSTRACT NUMBER 63, HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 109.22 ACRE TRACT, DESCRIBED TO OUTLET WEST INVESTORS, LTD, AS RECORDED IN VOLUME 1486, PAGE 887 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 2.527 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BYRN" found for the north corner of said remainder tract, same being the west corner of a called 17.85-acre tract, and a called 5.88-acre drainage easement tract, as recorded in Volume 4389, Page 592 [O.P.R.H.C.T.], also being in the southeast line of the Union Pacific Railroad Company tract, a called 200 foot wide strip of land as recorded in Volume 41, Page 23 of The Deed Records of Hays County, Texas [D.R.H.C.T.], and for the northwest corner of the tract described herein;

THENCE N46°39'17"E with the existing southeast line of said Union Pacific Railroad Company tract, the northwest line of said 17.85-acre tract and 5.88-acre drainage easement tract, a distance of 80.27 feet to a 1/2-inch iron rod with cap stamped "Doucet" set in the southeast line of said Union Pacific Railroad Company tract, the northwest line of said 17.85-acre tract and 5.88-acre drainage easement tract, and for a north corner of the tract described herein;

THENCE over and across said remainder tract, the following five (5) courses and distances:

- 1) S46°27'01"E, along the centerline of said 5.88-acre drainage easement tract, passing at a distance of 576.43 feet, a chiseled "+" in concrete on top of a bridge culvert, set for reference, and continuing for a total distance of 577.67 feet to a calculated point,
- 2) N43°34'23"E, for a distance of 79.83 feet to a 1/2-inch iron rod with cap stamped "5687" found on the northeast line of said 5.88-acre drainage easement tract and for an exterior corner of the tract described herein,
- 3) S46°27'01"E, with a northeast line of said 5.88-acre drainage easement tract, a distance of 66.86 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an exterior corner of the tract described herein,
- 4) S52°15'58"E, continuing with the northeast line of said 5.88-acre drainage easement tract, a distance of 302.69 feet to a found 1/2-inch iron rod (bent) found for an exterior corner of the tract described herein,

CONTINUED ON NEXT PAGE

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 5) N44°07'24"E, a distance of 218.45 feet to a 1/2-inch iron rod with cap stamped "BYRN" found in the southwest line of Lot 2 of Lowman Ranch Subdivision, Section 2, as recorded in Volume 18, Page 17 [P.R.H.C.T.] from which a 1/2-inch iron rod found for the west corner of said Lot 2, bears N46°06'09"W a distance of 294.28 feet;

THENCE with the lines common to said Lot 2 and said remainder tract, the following three (3) courses and distances:

- 1) S46°06'09"E, a distance of 79.85 feet to a 1/2-inch iron rod with cap stamped "BYRN" found for the south corner of said Lot 2,
- 2) N44°10'40"E, a distance of 163.49 feet to a 1/2-inch iron rod with cap stamped "BYRN" found for an angle point, and
- 3) N72°59'43"E, a distance of 14.62 feet to a calculated point in the northwest line of a called 5.81-acre City Ordinance, 2007-33

THENCE with the northwest lines of said 5.81-acre City Ordinance and over and across said remainder tract the following three (3) courses and distances:

- 1) S43°37'28"W, a distance of 431.33 feet to a calculated point for a south corner of the tract described herein,
- 2) N50°34'15"W, a distance of 263.28 feet to a calculated point for the north corner of said 5.81-acre City Ordinance and for an angle point of the tract described herein, and
- 3) S39°35'41"W, a distance of 121.72 feet to a calculated point for a south corner of the tract described herein,

THENCE with the west line of said 17.85-acre tract and over and across said remainder tract the following two (2) courses and distances:

- 1) N52°15'58"W, a distance of 129.90 feet to a calculated point for an angle point of the tract described herein, and
- 2) N46°26'54"W, a distance of 657.06 feet to the **POINT OF BEGINNING** of the tract described herein and containing 2.527-acres more or less.

CONTINUED ON NEXT PAGE



Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values.
Units: U.S. Survey Feet.

I, John Barnard, Registered Professional Land Surveyor, hereby certify that this description and accompanying plat of even date represent an actual survey performed on the ground.

A handwritten signature in blue ink, appearing to read "John Barnard", written over a horizontal line.

12/03/2021

Date

John Barnard
Registered Professional Land Surveyor
Texas Registration No. 5749
Doucet & Associates
JBarnard@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



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 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 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.