

AGREEMENT FOR THE PROVISION OF SERVICES

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

Date: February 4, 2025

Owner: La Cima Commercial, LP, 303 Colorado St., 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.

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). In the event Council does not approve annexation of this property, this agreement shall be null and void.

[SIGNATURES ON NEXT PAGE]

CITY:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

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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:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

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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

FIELD NOTES DESCRIPTION

DESCRIPTION OF A 0.806 ACRE TRACT OF LAND (35,109 SQ. FT.), SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING ALL OF A LOT 1, LA CIMA ENTRY LOT, FINAL PLAT, RECORDED IN DOCUMENT NO. 19006241, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 0.806 ACRES (35,109 SQ. FT.) AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING EXHIBIT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AN FOLLOWS:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "BCG" set on the southwest right-of-way line of R.M. Highway No. 12, a variable width right-of-way, for the northeast corner of said Lot 1 and the tract described herein;

THENCE S 37°24'23" W, with the southwest right-of-way line of said R.M. Highway No. 12 and the east line of said Lot 1, a distance of 61.05 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" found on the west right-of-way of West Centerpoint Road, a variable width right-of-way;

THENCE with the west right-of-way line of said Centerpoint Road and the east line of said Lot 1, the following six (6) courses and distances:

1. S 61°22'58" W, a distance of 51.81 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" found,
2. S 28°37'02" E, a distance of 10.00 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" found,
3. S 61°22'58" W, a distance of 10.00 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" found,
4. N 28°37'02" W, a distance of 10.00 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" found,
5. S 61°22'58" W, a distance of 68.41 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" found, said point being the beginning of a curve to the right;
6. With said curve to the right, having a radius of 565.00 feet, an arc length of 80.64 feet, and a chord which bears S 65°28'18" W, a distance of 80.57 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the east line of a remainder of a called 31.079 acre tract of land, described in a deed to La Cima Commercial, LP, recorded 17016156, O.P.R.H.C.TX., for the south corner of said Lot 1 and the tract described herein;

THENCE with the common line of said remainder of a called 31.079 acre tract and said Lot 1, the following five (5) courses and distances:

1. N 19°23'33" W, a distance of 79.20 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
2. N 65°12'33" E, a distance of 84.26 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
3. N 18°28'14" E, a distance of 67.95 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set,

4. N 25°09'45" W, a distance of 83.91 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set,
5. N 56°57'50" E, a distance of 92.55 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set on the southwest right-of-way line of said R.M. Highway No. 12, for the northeast corner of said remainder of a called 31.079 acre tract, same being the northwest corner of said Lot 1 and the tract described herein, said point being the beginning of a curve to the right;

THENCE with the southwest right-of-way line of said R.M. Highway No. 12 and said curve to the right, also with the common line of said remainder of a called 31.079 acre tract and said Exhibit "B", having a radius of 1,822.36 feet, an arc length of 192.66 feet, and a chord which bears S 35°20'57" E, a distance of 191.97 feet to the **POINT OF BEGINNING** and containing 0.806 acres of land.

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HAYS §

That I, Daniel Cogburn, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of survey made on the ground during April 2024, under my direction and supervision.

WITNESS MY HAND AND SEAL at Hays County, Texas, on this 18th day of December 2024 A.D.

12/18/2024

Bowman Consulting Group, Ltd.

Austin, Texas 78746

Daniel Cogburn

Registered Professional Land Surveyor

No. 6894 – State of Texas



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 located within an area over which the City of San Marcos holds a Certificate of Convenience and Necessity (CCN) for wastewater service. The City will 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.

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 within 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.