

RESOLUTION 2014 -144R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A DEVELOPMENT AGREEMENT WITH LA SALLE HOLDINGS LTD, ON BEHALF OF LA SALLE HOLDINGS LIMITED, FM 158 LAND LTD, KYLE THREE PARTNERS, AND CEDAR STUMP LIMITED FOR APPROXIMATELY 2,750 ACRES OF LAND IN THE CITY OF SAN MARCOS' EXTRATERRITORIAL JURISDICTION AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:


PART 1. The City Manager or his designee is hereby authorized to execute a development agreement with La Salle Holdings LTD, on behalf of La Salle Holdings LTD, FM 158 Land LTD, Kyle Three Partners and Cedar Stump Limited, for approximately 2,750 acres of land located in the city's extraterritorial jurisdiction attached to this resolution as Exhibit 1.

PART 2. This Resolution shall be in full force and effect from and after its passage.

ADOPTED on October 6, 2014.


Daniel Guerrero
Mayor

Attest:


Jamie Lee Pettijohn
City Clerk

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 6th day of October, 2014 (the "Effective Date"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas home-rule municipal corporation (the "**City**") and **LASALLE HOLDINGS, LTD, FM 158 Land LTD, Kyle Three Partners LLC and Cedar Stump Limited** ("**Owner**"). The **City** and **Owner** are sometimes hereinafter referred to individually as "**Party**", and collectively as the "**Parties**". The Parties agree as follows:

PURPOSES AND CONSIDERATIONS

WHEREAS, Owner currently owns approximately 2,750 acres, more or less, ("the Property") located in the Extraterritorial Jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, Owner has created over a portion of the property five (5) Municipal Utility Districts known as LaSalle Municipal Utility Districts Nos. 1-5 (the "District(s)"); and

WHEREAS, as a condition of the City's consent to the establishment of the Districts, the Developer is required to enter into a Development Agreement that conforms to the requirements established in the Consent Agreements; and

WHEREAS, Owner desires to zone all of the Property as a SmartCode District pursuant to Subpart C of the City of San Marcos Code of Ordinances, as that code exists on the effective date of this Agreement, and generally in accordance with the Conceptual Land Use Plan, as more particularly described in **Exhibit "B"** attached hereto; and

WHEREAS, the City is authorized to make and enter into this Agreement with Owner in accordance with SUBCHAPTER G, CHAPTER 212, LOCAL GOVERNMENT CODE and Chapter 2 of the City's Land Development Code ("LDC") and the Consent Agreements, to accomplish the following purposes:

- A. Extend the City's planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and
- B. Authorize enforcement by the City of municipal land use and development regulations, as required and/or authorized by SmartCode and the LDC, as

applicable, to the extent the same are consistent with the development regulations contained herein and in the same manner the applicable regulations are enforced within the City's municipal boundaries; and

- C. Authorize enforcement by the City of land use and development regulations as set by SmartCode and the Regulating Plan that will be adopted pursuant to SmartCode; and
- D. Provide for a minimum density of 12,000 residential units in the area on the Conceptual Land Use Plan designated as Residential plus approximately 250 acres of commercial/retail, multi-family, townhome, casita, office, spa, hotel or other uses or for density or density set pursuant to SmartCode; and
- E. This Agreement *runs with the land*, and thus shall be notarized, then filed in and among the land records of Hays County, and is binding on subsequent purchasers of the Property, or any portions thereof.

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, agree as follows:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.01 Conceptual Land Use Plan

The City hereby approves the general use and development of the Property in accordance with the Conceptual Land Use Plan, which is incorporated herein as **Exhibit "B"**. The Conceptual Land Use Plan shall constitute the land use plan under Section 1.4.2.4(g) of the LDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 1.4.2.6(c) of the LDC or as stated in Section 2.04 below. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

1.02 Proposed Schedule of Development and Phasing

Owner plans to develop the property in accordance with the Phasing Concept attached as **Exhibit "C"**.

1.03 Base Zoning District(s)

Development will follow SmartCode standards, as SmartCode exists on the effective date of this Agreement.

1.04 Development Standards:

A. Permitted Uses: The following uses shall be permitted:

1. Owner will develop a Regulating Plan pursuant to SmartCode for each phase of the development. For purposes of this Agreement, and to be discussed in more detail in the Regulating Plan, for areas designated as Residential in the Conceptual Land Use Plan, the uses may include single-family residences, duplex residential units, casita units and other similar units. The parties recognize and agree that due to the size of the project, market conditions, based on builder and buyer acceptability, might dictate smaller lots or larger lots, differing block lengths, etc. In that event, Owner may pursue a warrant or a variance as provided in SmartCode Section 1.5.

B. Project Density: The density shall be a minimum of 12,000 residential units in the area on the Conceptual Land Use Plan marked as Residential. In addition, there will be a minimum of 250 acres of commercial/retail, multi-family, townhome, casita, office, spa, hotel, entertainment venues, or other uses including schools or governmental.

C. Dimensional and Development Standards: The Property shall be developed in compliance with SmartCode as it exists on the effective date of this Agreement and the Regulating Plan developed and adopted thereunder;

D. Architectural Design Standards

Owner will provide Architectural Design Standards as part of the Regulating Plan developed and adopted pursuant to SmartCode. Owner agrees to adopt architectural designs that will produce a cohesive visual framework in the community. Owner is committed to a high quality of architectural design for this Project. This will require the following:

1. Variety of lot and dwelling types within the project and individual neighborhoods;
2. Landscape standards such as drought tolerant and/or native landscape materials;
3. Deed restrictions and other measures such as Covenants, Conditions and Restrictions, shall be incorporated as necessary or desirable.
4. An Architectural pattern book that contains designs, illustrations and standards with the: (1) overall plan for the development; (2) the image of typical urban/planned development spaces within that plan; and (3) the individual buildings with their architectural details.
 - a. At a minimum, the "Building Design" section of the multifamily design standards will be incorporated into the pattern book for multi-family

development. This shall include Facades, Materials, Building Variation, Balconies and Stairwells, Quality Building Amenities, Building Entries, and Windows and Transparency.

1.05 Application Procedures

- A. Development of the Property shall be governed by the following:
1. The Regulating Plan developed and adopted pursuant to SmartCode as it exists on the effective date of this Agreement and the Conceptual Land Use Plan and this Agreement.
 2. The City of San Marcos Code of Ordinances, as applicable.
 3. Construction plans and final plats for all or any portion of the Property that are approved from time to time by the City (collectively, the "Approved Plats").
 4. Owner will provide a Traffic Impact Analysis ("TIA") with each Regulating Plan. Such an analysis will be on a phased basis with each analysis taking into consideration the cumulative impacts of each previous phase.
 5. Roadways within the development will adhere to the City's Adopted Complete Streets Ordinance.
 6. Owner will provide a Stormwater Pollution Prevention Plan as provided in Section C below.
 7. Applicable provisions of the Texas Local Government Code, and other state and federal laws ("Other Laws").
 8. Watershed Protection Plan Phase 1 prepared prior to approval of the following development applications: Utility Extension, Development Transfer Petition, Subdivision Concept Plan, Preliminary Subdivision Plat, Preliminary Development Plat or Cluster Development Plat.
 9. A Watershed Protection Plan Phase 2 prepared prior to approval of the following development applications: Construction Plans, Site Preparation Permit, Final Subdivision Plat, Final Development Plat.
 - a. With each Phase 2 Watershed Protection Plan a Water Balance Analysis will be conducted and provided to the City to ensure viability of the water features. The analysis must indicate that no potable water will be utilized for the water features.
 10. All applicable requirements and standards of the Texas Commission on Environmental Quality (TCEQ) will be met.
- B. Plat Approval: The Parties agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan, as may be amended from time to time and the Regulating Plan.
- C. Environmental, Water Quality & Detention Standards
Owner shall obtain authorization from and comply with the rules and regulations established by federal, state and local governmental entities regarding

watershed protection if any are relevant or impacted and any geologic assessments required by various governmental entities. Owner shall also prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit, or the National Pollution Discharge Elimination System general permit, for construction related stormwater discharges. Finally, Owner will seek to ensure that the Project will not jeopardize the continued existence of listed endangered species or destroy or adversely modify their critical habitat in accordance with the federal Endangered Species Act, if any.

Development of the property shall be governed by the following:

1. Chapter 5 of the San Marcos Land Development Code for environmental regulations as adopted on March 4, 2014.
2. San Marcos Storm Water Technical Manual, as adopted on March 4, 2014
 - a. Including the San Marcos Green Infrastructure Low Impact Development (LID) Guidance Manual.
 - b. Provided, however; Owner is not required to comply with Sections 5.1.1.2(e), (f) and (g).
3. The parties recognize that the Project is not located within the Edwards Aquifer Recharge or Contributing Zone and Sections 1 and 2 above shall not apply if the requirements exceed TCEQ Edwards Aquifer Standards.

The development will comply with all drought restrictions within the City of Kyle Code of Ordinances.

D. Third Party Inspections:

- a. Environmental & Erosion Control: All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency by a qualified, third-party engineering inspector, as approved by the City, and results shall be provided to the City following each inspection.
- b. Building Inspections: Unless an alternative is mutually agreed upon by the City and owner, the plan review and building inspections conducted during the permitting process and through receipt of certificate of occupancy shall be conducted by a qualified, third-party inspection service, as approved by the City, and results shall be provided in the MyPermitNow system to the City following each inspection.

1.06 Special Standards

The Parties agree that the development shall be governed by the standards developed and adopted in the Regulating Plan pursuant to SmartCode and Land Development Code, as applicable, as these codes exist on the effective date of

this Agreement.

1.07 Financing and Schedule for Public Infrastructure Improvements

The City of Kyle will furnish water, wastewater and reclaimed water service to the Project. Owner and the City of Kyle will have separate Water and Wastewater Agreements, which will provide the schedule for extension of those services. Impact Fees will be paid to the City of Kyle. These Agreements will be submitted to the City of San Marcos per the Consent Agreement.

LaSalle MUDs Nos. 1-5 will finance the extension of Kyle's systems to the Project. Owner plans to petition the MUDs, as necessary to annex property that is included in the Conceptual Land Plan but that are not currently included in the existing MUDs so that they may be served by the City of Kyle. By approving this Agreement, the City consents to such annexation by the MUDs under the following conditions:

- A. That the annexation occurs within 5 years of the execution of this Agreement;
- B. That the property annexed is limited to the property included on the Conceptual Land Use Plan attached to this Agreement; and
- D. That the annexation is consistent with Section 70.052 of the City's Code of Ordinance, except as where modified by the Consent Agreements for LaSalle MUDs 1-5

1.08 Annexation

The City and the District will enter into an agreement for annexation for limited purposes pursuant to a Strategic Partnership Agreement under Chapter 43 of the Texas Local Government Code.

After 25 years, of the effective date of this agreement, the city shall have the right to annex any of the Districts if all supporting infrastructure has been completed to serve the developable acreage being annexed and

- A. Owner has been reimbursed for the facilities serving the developable acreage within the district that is subject to annexation in accordance with rules and standards of TCEQ or successor agency and Office of the Attorney General; and/or
- B. The City assumes all obligations, debts and liabilities of the district as provided by Chapter 43 of the Texas Local Government Code.

Upon review and satisfaction of these conditions to annexation, the City may, but will not be required to, annex that District. The City agrees that the submission of a request for annexation will not be required in connection with the subdivision of any property located within a District.

Notwithstanding the annexation status of any portion of the property, all phases of the development shall have physical addresses assigned by the City of San Marcos, if allowed by the United States Postal Service. Additionally, all project branding and marketing efforts shall reference and acknowledge the location of the project within the City of San Marcos or the City of San Marcos Extraterritorial Jurisdiction.

Contemporaneously with the annexation of land located within a District, the City will zone any undeveloped property within that District consistently with the land uses shown on the Conceptual Land Use Plan and/or the Regulating Plan, and will zone all developed property consistently with the land uses in existence on the date of the annexation.

Notwithstanding the City's agreement to delay annexation of the District hereinabove, the City may annex any District if the City's consent is withdrawn pursuant to Section 2.04 of the Consent Agreement or the District is dissolved.

1.09 Parkland and Open Space Dedication

Owner agrees to prepare a Master Parks & Open Space Plan ("MP & OS Plan") that is consistent with the Regulating Plan, governing all parkland and open space within the Project. Owner shall submit to the City a MP & OS Plan within 12 months of developing and adopting a Regulating Plan.

1.10 Creation of Homeowner's Association

Owner will include in the Regulating Plan provisions for establishing one or more Homeowners Association(s) (HOA) or other entity or entities as may be necessary and convenient for the Project.

SECTION 2: MISCELLANEOUS PROVISIONS

2.01 Term

The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended for another fifteen (15) year period by Owner, with City's approval, by delivering written notice of such election to the City on or before the expiration of the then-current term.

Following expiration of the second 15 year term, the Agreement may be extended for up to three successive five (5) year periods by Owner, with City's approval, by delivering written notice of such election to the City on or before the expiration of the then-current term.

This Agreement will terminate if the Consent Agreement for the MUD creation expires or the MUD is dissolved.

2.02 Enforcement and Default and Remedies for Default

The Parties agree that the City shall be entitled to enforce SmartCode as SmartCode exists on the effective date of this Agreement, as modified by the Regulating Plan or Plans adopted pursuant to this Agreement. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the City of San Marcos Code of Ordinances, as applicable.

If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement or other enforcement remedies the City may possess under its municipal regulatory authority.

Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the passage of ten (10) working days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

2.03 Authority, Applicable Rules and Right to Continue Development

This Agreement is entered under the statutory authority of Sections 42.042 and 212.172 of the Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of

the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

Execution of this agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245.

In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency or a moratorium authorized by Subchapter E, Chapter 212 of the Texas Local Government Code. However, the parties recognize that the City is not providing any essential public facilities such as water, sewer or roadways.

2.04 Exhibits/Amendment

All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Land Use Plan and other attachments to this agreement may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owners may make minor changes to the attachments of this agreement with approval by the City Planning Director. A minor change may be approved if it does not materially affect or change this agreement by more than 10% for factors such as, but not limited to: building materials in the pattern book and the repurposing of water bodies to recreational areas. Other changes shall be deemed a Major Change as determined by the Planning Director. The Owner may appeal this determination to the City Manager within 10 days of the date of notification of the decision.

All major changes shall be presented to the City Council for review and final approval as an amendment to this agreement in accordance with the procedures established in the City's Land Development Code. Major changes shall consist of changes that do not fall within the definition of a minor change and shall consist of, but are not limited to: the addition of land area, density beyond what is permitted in SmartCode, changes in roadway alignments more than what is necessary to accommodate tree preservation or the protection of KARST features and a change in the base zoning. All other changes shall be considered Minor.

2.05 Recordation

Pursuant to the requirements of Section 212.172(f), Texas Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property.

Owners agree that all restrictive covenants for the Project shall reinforce this Agreement and shall not be inconsistent with the requirements herein. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement shall be recorded in the Hays County land records to place subsequent purchasers on notice at Owners' expense and Owners shall provide a copy of all such restrictive covenants to the City prior to filing.

2.06 Assignment and Binding Effect Upon Successors

Owner hereunder, may assign this Agreement, and the rights and obligations of Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.

The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

2.07 Cooperation

The City and Owner each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

The City acknowledges that the District(s) may in the future seek State or federal grant matching funds to finance certain Public Park, recreational and environmental facilities within the Project. The City may support these efforts to obtain grant funding including entering into joint use agreements with the District, if the City Council determines in its sole discretion that the proposed facilities further the City's goal of making additional park, environmental and recreational facilities available to the area; provided, however, the City will have no financial obligation associated with this activity or the operation and maintenance of such facilities.

2.08 Miscellaneous

Force Majeure The term "force majeure" as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, devil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.

If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give

written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Incorporated Agreements The Consent Agreements creating MUDs 1-5, adopted April 16, 2013 and March 2014 are specifically incorporated into this Agreement by reference, together with any exhibits attached hereto and to the Consent Agreements.

Governing Law, Jurisdiction and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

Severability If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Parties If any of the ownership entities fail or refuse to sign this Agreement or choose to opt out of this Agreement, those entities and their property shall be excluded. The Conceptual Land Plan will be amended to reflect the change and will automatically become part of this Agreement. Further, the county deed records will be amended by the Owner to reflect the change and evidence of the recordation will be provided to the City.

Notices All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. local San Marcos, Texas time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

If to City: City of San Marcos
 Attn: City Manager
 630 East Hopkins Street
 San Marcos, Texas 78666

With a copy to:

City of San Marcos
Attn: City Attorney
630 East Hopkins Street
San Marcos, Tx 78666

If to the Owner: LaSalle Holdings Ltd.
 Attn: Mike Schroeder
 3101 Westlake Drive, #3
 Austin, TX 78746


Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

GOVERNMENTAL FUNCTION; IMMUNITY

The City's execution of and performance under this Agreement will not act as a waiver of any immunity of the City to suit or liability under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

By: 
Jared Miller, City Manager

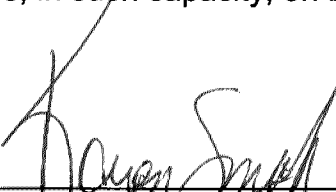
STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 9th day of October 2014, by Jared Miller, City Manager of the City of San Marcos, in such capacity, on behalf of said entity.




Notary Public, State of Texas

LaSalle Holdings, Ltd.

By: Michael A. Schroeder
Mike Schroeder
Manager, LaSalle Holdings, Ltd.

Acknowledgements

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §



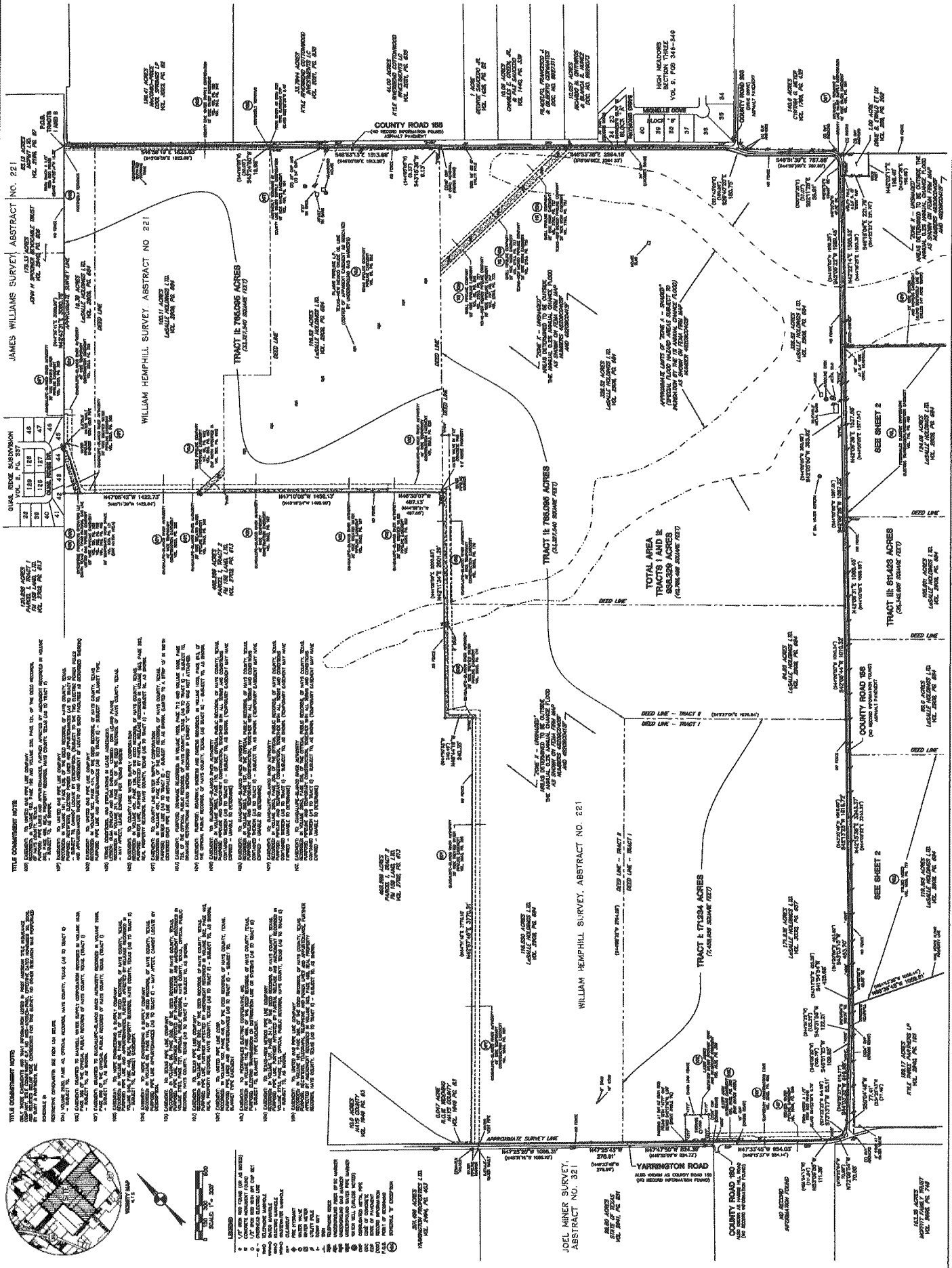
This instrument was acknowledged before me on the 29 day of October 2014,
by Michael Schroeder, in his capacity as Manager for LaSalle Holdings, Ltd.

Heather Bedwell
Notary Public, State of Texas

Exhibit A
Metes and Bounds

LSALLE HOLDINGS - SAN MARCOS, TX
WALTON INTERNATIONAL GROUP

ALTA/C&M LAND TITLE SURVEY
 OF 1747.292 ACRES OF LAND, OUT OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, SITUATED IN HAYS COUNTY, TEXAS.
 17,234 ACRES TRACT OF LAND CONVEYED TO LAMARLE HOLDINGS LTD., BY DEED OF RECORD IN VOLUME 3020, COUNTY TEXAS, BEING CERTAIN 28.053 ACRES TRACT AND THAT CERTAIN 811.423 ACRES TRACT OF LAND CONVEYED TO LAMARLE HOLDINGS LTD., BY DEED OF RECORD IN VOLUME 3020, COUNTY TEXAS, BEING CERTAIN 17.234 ACRES TRACT OF LAND, OUT OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, SITUATED IN HAYS COUNTY, TEXAS.



TITLE COMMITMENT NOTE:

1001 THIS SURVEY IS BASED ON THE ORIGINAL SURVEY RECORDS OF HAYS COUNTY, TEXAS, AND IS SUBJECT TO ANY AND ALL UNRECORDED EASEMENTS, RIGHTS, INTERESTS, AND CLAIMS THAT MAY AFFECT THE LAND DESCRIBED HEREIN. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

1002 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

1003 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

1004 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

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1008 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

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TITLE COMMITMENT NOTE:

1011 THIS SURVEY IS BASED ON THE ORIGINAL SURVEY RECORDS OF HAYS COUNTY, TEXAS, AND IS SUBJECT TO ANY AND ALL UNRECORDED EASEMENTS, RIGHTS, INTERESTS, AND CLAIMS THAT MAY AFFECT THE LAND DESCRIBED HEREIN. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

1012 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

1013 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

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1015 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

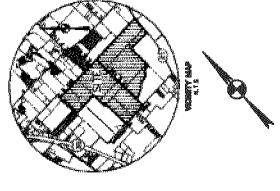
1016 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

1017 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

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1019 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.

1020 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND NO UNRECORDED EASEMENTS, RIGHTS, INTERESTS, OR CLAIMS THAT WOULD AFFECT THE SURVEY.



- 1. 1/8" = 100'
- 2. 1/4" = 200'
- 3. 1/2" = 400'
- 4. 3/4" = 600'
- 5. 1" = 800'
- 6. 1 1/4" = 1000'
- 7. 1 1/2" = 1200'
- 8. 1 3/4" = 1400'
- 9. 2" = 1600'
- 10. 2 1/4" = 1800'
- 11. 2 1/2" = 2000'
- 12. 2 3/4" = 2200'
- 13. 3" = 2400'
- 14. 3 1/4" = 2600'
- 15. 3 1/2" = 2800'
- 16. 3 3/4" = 3000'
- 17. 4" = 3200'
- 18. 4 1/4" = 3400'
- 19. 4 1/2" = 3600'
- 20. 4 3/4" = 3800'
- 21. 5" = 4000'

Tract 1: □ 132.101 acres of land, more or less, out of the JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT NO. 473, in Hays County, Texas, being the same property described as Parcel 1, Tract 1 in Special Warranty Deed recorded in Volume 2702, Page 613, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A-1" attached hereto; SAVE AND EXCEPT that certain 0.640 acre tract being more particularly described by metes and bounds in Exhibit "A-2" attached hereto, and that certain 0.603 acre tract being more particularly described by metes and bounds in Exhibit "A-3" attached hereto.

Tract 2: □ 468.288 acres of land, more or less, out of the WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, in Hays County, Texas, being the same property described as Parcel 1, Tract 2 in Special Warranty Deed recorded in Volume 2702, Page 613, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A-4" attached hereto; SAVE AND EXCEPT that certain 10.0 acre tract being more particularly described by metes and bounds in Exhibit "A-5" attached hereto, and that certain 1.820 acre tract being more particularly described by metes and bounds in Exhibit "A-6" attached hereto, and that certain 0.047 acre tract being more particularly described by metes and bounds in Exhibit "A-7" attached hereto.

Tract 3: □ 46.07 acres of land, more or less, out of the JAMES W. WILLIAMS SURVEY, ABSTRACT NO. 473, in Hays County, Texas, being the same property described as Parcel 2 in Special Warranty Deed recorded in Volume 2702, Page 613, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A-8" attached hereto.

Tract 4: □ 38.7834 acres of land, more or less, out of the JAMES W. WILLIAMS SURVEY NO. 11, ABSTRACT NO. 473, in Hays County, Texas, being the same property described in Warranty Deed recorded in Volume 3303, Page 693, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A-9" attached hereto.

SCALE: 1"=100'

NOTES

1. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE RECORDED CALLS TAKEN FROM VOL. 51, PG. 402.
2. REFERENCE COMMITMENT FOR TITLE INSURANCE, C.F. NO. 0628023500K, EFFECTIVE DATE MAY 26, 2006.
3. REFERENCE EASEMENT TO TEXAS-NEW MEXICO PIPE LINE COMPANY IN VOL. 157, PG. 347 (THIS EASEMENT DOES NOT AFFECT THIS 331.536 ACRE TRACT).
4. REFERENCE FIELD NOTES PREPARED THIS SAME DAY OF THIS 331.536 ACRE TRACT.
5. THE 306 ACRE TRACT IS VERY POORLY DESCRIBED IN VOL. 51, PGS. 402-403.
6. THERE IS APPROX. 21.6 ACRES LOCATED WITHIN THE APPROX. AND SCALED LIMITS OF ZONE A AS SHOWN HEREON.
7. THIS ELECTRIC LINE APPEARS TO BE A SERVICE LINE TO SERVE ONLY THE IMPROVEMENTS LOCATED ON THIS TRACT.

FENCE POSTS MAY MEANDER
 I.P.S. - IRON PIN SET TAGGED 4069
 I.A.P. - IRON PIN FOUND
 X - FENCE
 E - ELECTRIC LINE

S. CRAIG HOLLMIC, INC.
ENGINEERS ~ SURVEYOR'S
 410 N. SECUR
 NEW BRAUNFELS, TEXAS
 830-685-8555

SURVEYOR'S CERTIFICATION

The undersigned, being a Registered Professional Land Surveyor, in the State of Texas, certifies to Cedar Stump Limited Partnership, a Texas limited partnership, Matt Hatline, and United Title of Texas as follows:

1. This survey was made on the ground on June 15, 2006, by me or under my supervision and correctly shows the legal description (attached) and the land area of the subject property.
2. Except as shown on this survey, there are no visible easements or rights-of-way of which the undersigned has been advised.
3. Except as shown on this survey, there are no observable above-ground encroachments by the improvements on the subject property upon adjoining properties, streets, easements or rights-of-way or by the improvements on any adjoining properties, streets, easements or rights-of-way upon the subject property.
4. The location of each easement or right-of-way and other matters affecting this subject property and listed in the Title Insurance Commitment No. 0628023500K dated May 26, 2006, issued by United Title of Texas with respect to the subject property has been shown on this survey together with the appropriate recording references to the extent that such matters can be located, except as noted. The property shown on this survey is the property described in said Title Commitment.
5. The subject property has direct access to and from Hays County Road No. 159 and State Highway 21, as shown.
6. The description of the subject property shown forms a mathematically-closed figure.
7. As shown, a portion of this property lies in Zone A, as scaled and interpolated off of the FIRM Flood Insurance Rate Map, Community-Flood #48209C0215 E, dated February 18, 1998. No elevations were taken.
8. The parties listed above, their successors and assigns, are entitled to rely on this survey and this certificate as being true and correct.
9. This survey substantially conforms and complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition IV survey and I further certify that the positional uncertainties resulting from this survey measurements made on the ground do not exceed the allowable positional tolerances.

Dated this 15th day of June, 2006.
 REVISED JUNE 29, 2006

Richard A. Goodwin, RPLS #4069



331.536 ACRES
 (306 ACRES SAVE AND EXCEPT 6.9 ACRES
 SOMEWHAT DESCRIBED IN VOL. 125, PG. 215.)

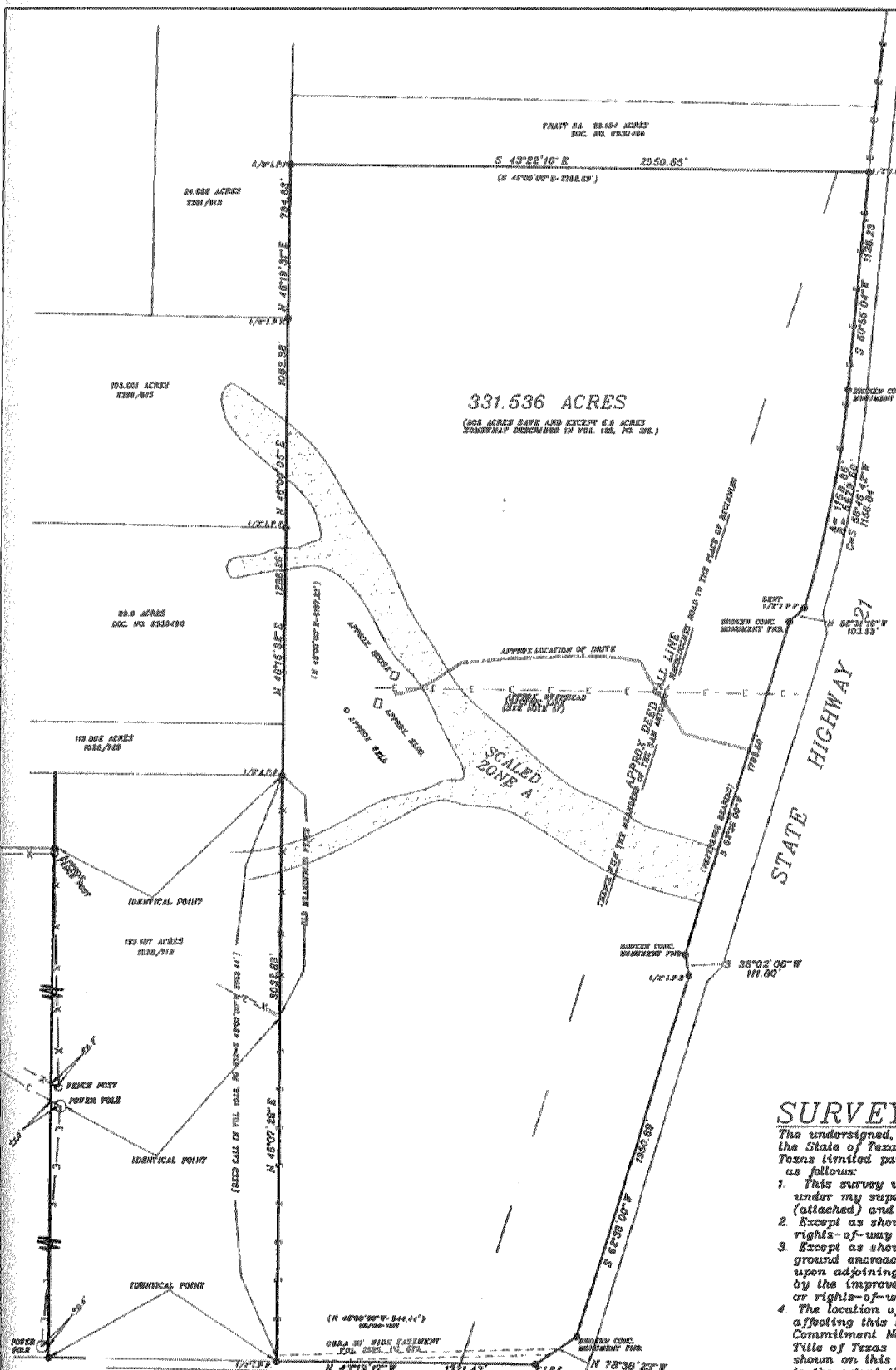
SCALED
 ZONE A

STATE
 HIGHWAY
 21

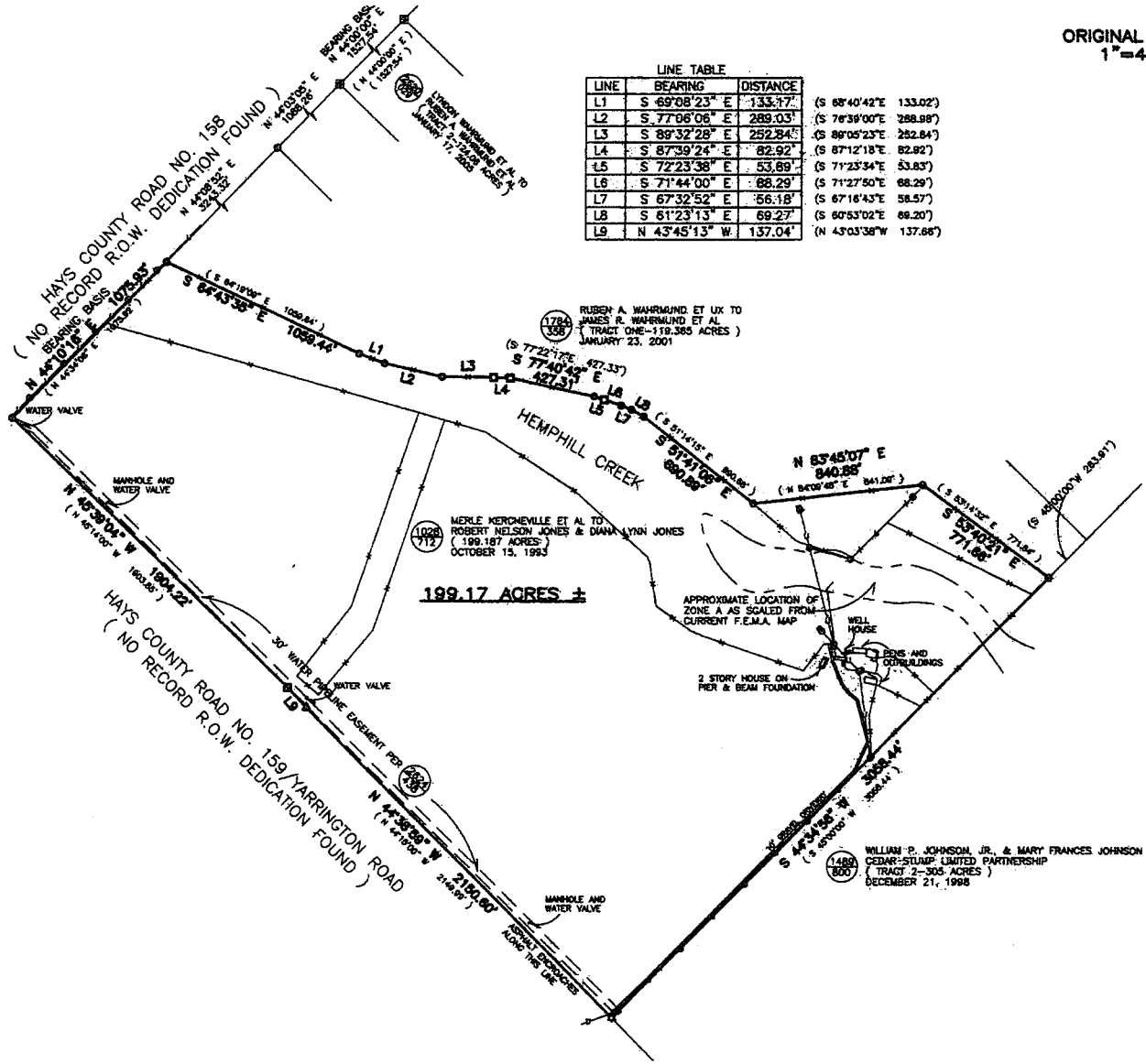
CALLED HAYS COUNTY ROAD NO. 159
 (YARRINGTON ROAD)

BOUNDARY SURVEY

BEING ALL THAT TRACT OF LAND OUT OF THE WILLIAM HENPHILL SURVEY, ABSTRACT NO. 254 IN HAYS COUNTY, TEXAS AND BEING THAT TRACT CALLED 306 ACRES IN VOLUME 51, PGS. 402-403, SAVE AND EXCEPT A 6.9 ACRE TRACT CONVEYED TO THE STATE OF TEXAS IN VOL. 125, PG. 215 ALL OF THE DEED RECORDS OF HAYS COUNTY, TEXAS ALL AS NOW FOUND UPON THE GROUND AND FOUND TO CONTAIN 331.536 ACRES UNDER MONUMENTATION.



LINE	BEARING	DISTANCE		
L1	S 69°08'23" E	133.17'	(S 68°40'42"E	133.02')
L2	S 77°06'06" E	289.03'	(S 76°39'00"E	288.88')
L3	S 89°32'28" E	252.84'	(S 89°05'23"E	252.84')
L4	S 87°39'24" E	82.92'	(S 87°12'18"E	82.92')
L5	S 72°23'38" E	53.89'	(S 71°23'34"E	53.83')
L6	S 71°44'00" E	68.29'	(S 71°27'50"E	68.29')
L7	S 67°32'52" E	56.18'	(S 67°16'43"E	56.57')
L8	S 61°23'13" E	69.27'	(S 60°53'02"E	69.20')
L9	N 43°45'13" W	137.04'	(N 43°03'38"W	137.66')



SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES, AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48208C0405F DATED 9/2/05, A PORTION OF THIS TRACT IS WITHIN ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD).
4. THIS SURVEY WAS DONE IN CONJUNCTION WITH TITLE COMMITMENT G.F. NO. 0601620-488 DATED FEBRUARY 14, 2006 PROVIDED BY FIRST AMERICAN TITLE INSURANCE CO. THIS SURVEYOR DID NOT RESEARCH THE RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENTS. THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
 - A. THIS TRACT IS SUBJECT TO A DRAINAGE EASEMENT RECORDED IN VOLUME 1026, PAGE 712 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.
 - B. THIS TRACT IS NOT SUBJECT TO A FLOOD CONTROL EASEMENT RECORDED IN VOLUME 183, PAGE 61 OF THE HAYS COUNTY OGD RECORDS.
5. THIS SURVEY PLAT WAS DONE IN CONJUNCTION WITH A LAND DESCRIPTION DATED MARCH 9, 2006 PREPARED BY BYRN & ASSOCIATES, INC., OF SAN MARCOS, TEXAS.

LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- ▲ REMAINS OF FENCE POST FOUND
- ☆ COTTON SPINDLE SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY"
- UTILITY LINE, POLE, AND GUY
- - - WIRE FENCE
- ⊕ BREAK IN SCALE

TO: CHARLIE NICHOLS AND FIRST AMERICAN TITLE INSURANCE COMPANY, EXCLUSIVELY, AND FOR USE WITH THIS TRANSACTION ONLY;

I HEREBY STATE TO THE BEST OF MY SKILL AND KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND ON MARCH 9, 2006; THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON; AND THAT THERE ARE NO VISIBLE DISCREPANCIES, BOUNDARY LINE CONFLICTS, EASEMENTS, ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN OR NOTED HEREON.

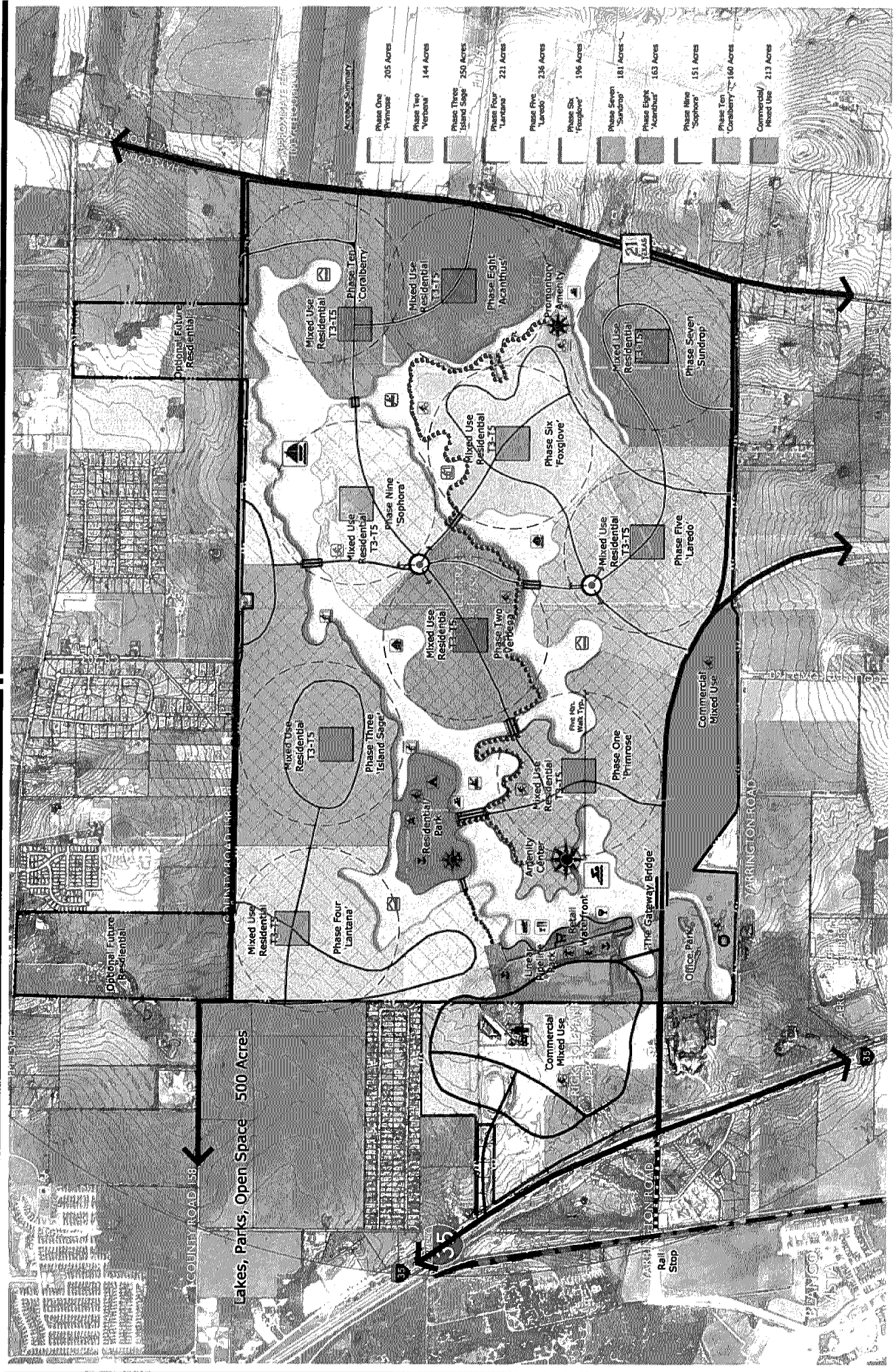
KYLE SMITH, R.P.L.S., NO. 5307

BYRN
ENGINEERS SURVEYORS
1115 HIGHWAY 80 EAST
P.O. BOX 1423
SAN MARCOS, TEXAS 78666
(512) 384-2670

CLIENT: NICHOLS, C.
DATE: MARCH 9, 2006
OFFICE: BRVANT
CREW: DAVIDSON, PAYNE
FB/PG: 645/11
PLAT NO.: S 25948-05-2-c

PLAT OF 199.17 ACRES, MORE OR LESS, IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS.

Exhibit B
Conceptual Land Use Plan



The Texas Waterfront
Conceptual Land Use Plan
November 1, 2008
Scale: 1" = 100'

Lakes, Parks, Open Space 500 Acres

Exhibit C
Phasing Plan

