

AGREEMENT FOR THE PROVISION OF SERVICES

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

Date: April 1, 2025

Owner: San Marcos Business Park, LP, 2211 S IH 35, Suite 103, Austin, TX 78741

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 §
 §
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 _____ §

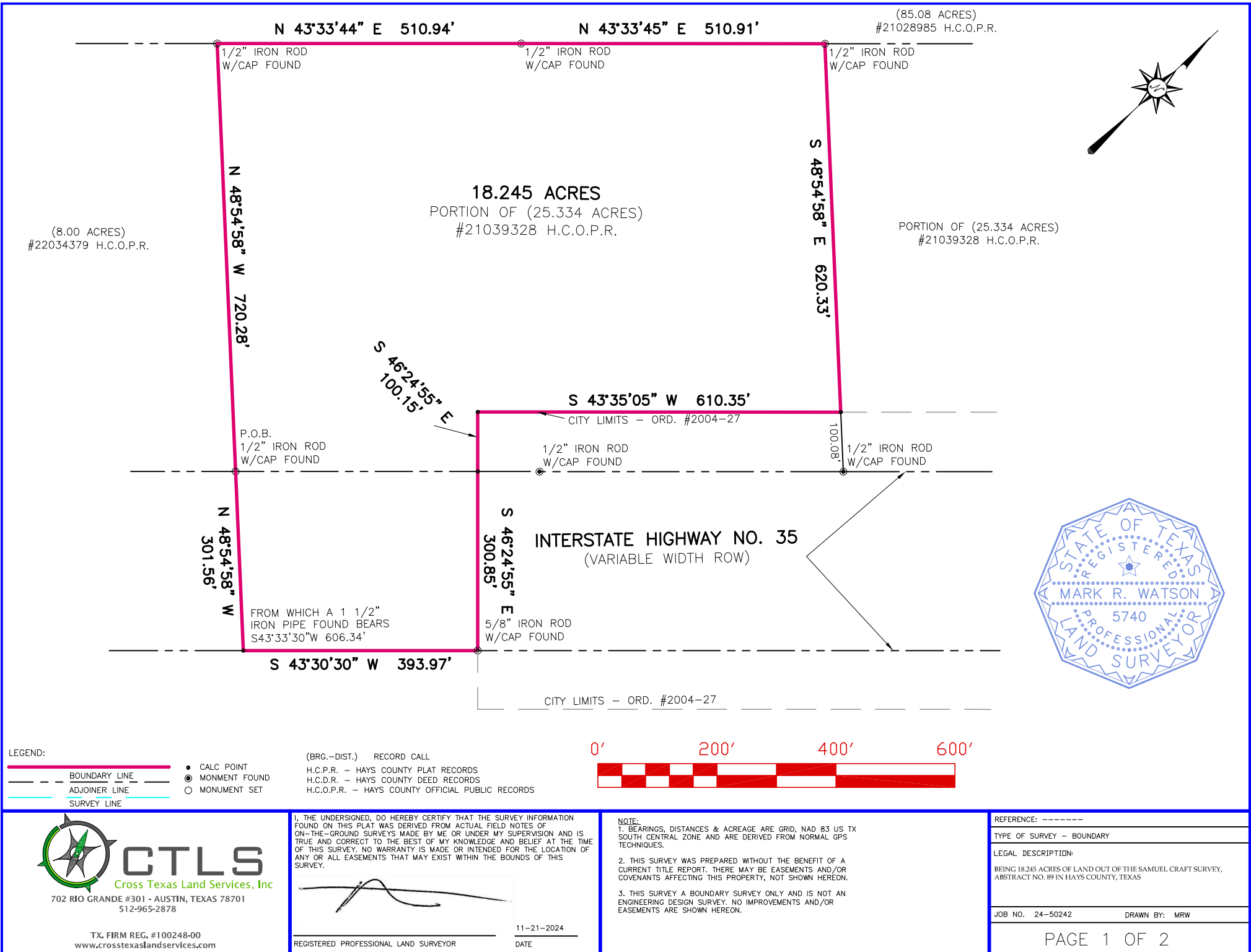
§

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



18.245 ACRE TRACT

LEGAL DESCRIPTION: BEING 18.245 ACRES OF LAND OUT OF THE SAMUEL CRAFT SURVEY, ABSTRACT NO. 89 IN HAYS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 25.334 ACRE TRACT DESCRIBED IN DOC. #21039328 OF THE OFFICIAL PUBLIC RECORDS OF SAID HAYS COUNTY, TEXAS AND A PORTION OF INTERSTATE HIGHWAY NO. 35; SAID 18.245 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC IN NOVEMBER 2024:

BEGINNING AT A ½" IRON ROD WITH CAP FOUND IN THE COMMON LINE OF INTERSTATE HIGHWAY NO. 35 AND SAID 25.334 ACRE TRACT FOR THE EAST CORNER OF THAT CERTAIN 8.00 ACRE TRACT DESCRIBED IN DOC. #22034379 OF SAID OFFICIAL PUBLIC RECORDS AND A CORNER HEREOF;

THENCE NORTH 48°54'58" WEST A DISTANCE OF 720.28 FEET CROSSING SAID 25.334 ACRE TRACT AND ALONG THE NORTHEAST LINE OF SAID 8.00 ACRE TRACT TO A 1/2" IRON ROD WITH CAP FOUND IN THE COMMON LINE OF THAT CERTAIN 85.08 ACRE TRACT DESCRIBED IN DOC. #21028985 OF SAID OFFICIAL PUBLIC RECORDS AND SAID 25.334 ACRE TRACT FOR THE NORTH CORNER OF SAID 8.00 ACRE TRACT AND THE WEST CORNER HEREOF;

THENCE ALONG THE COMMON LINE OF SAID 85.08 ACRE TRACT AND SAID 25.334 ACRE TRACT, THE FOLLOWING 2 COURSES:

1. NORTH 43°33'44" EAST A DISTANCE OF 510.94 FEET TO A 1/2" IRON ROD WITH CAP FOUND;
2. NORTH 43°33'45" EAST A DISTANCE OF 510.91 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER HEREOF;

THENCE SOUTH 48°54'58" EAST A DISTANCE OF 620.33 FEET CROSSING SAID 25.334 ACRE TRACT TO A CALCULATED POINT IN THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF SAN MARCOS AS DESCRIBED IN CITY ORDINANCE #2004-27 FOR THE EAST CORNER HEREOF AND FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS SOUTH 48°54'58" EAST A DISTANCE OF 100.08 FEET;

THENCE ALONG THE SAID CITY LIMITS, THE FOLLOWING 3 COURSES:

1. SOUTH 43°35'05" WEST A DISTANCE OF 610.35 FEET TO A CALCULATED POINT;
2. SOUTH 46°24'55" EAST A DISTANCE OF 100.15 FEET TO A CALCULATED POINT IN THE COMMON LINE OF SAID HIGHWAY AND SAID 25.334 ACRE TRACT;
3. SOUTH 46°24'55" EAST A DISTANCE OF 300.85 FEET CROSSING SAID HIGHWAY TO A 5/8" IRON ROD WITH ALUMINUM CAP FOUND IN THE SOUTHEAST LINE OF SAID HIGHWAY FOR A CORNER HEREOF;

THENCE SOUTH 43°30'30" WEST A DISTANCE OF 393.97 FEET ALONG THE SOUTHEAST LINE OF SAID HIGHWAY TO A CALCULATED POINT FOR THE SOUTH CORNER HEREOF AND FROM WHICH A 1 ½" IRON PIPE FOUND BEARS SOUTH 43°30'30" WEST A DISTANCE OF 606.34 FEET;

THENCE NORTH 48°54'58" WEST A DISTANCE OF 301.56 FEET CROSSING SAID HIGHWAY TO THE **POINT OF BEGINNING** CONTAINING 18.245 ACRES MORE OR LESS, AND AS SHOWN HEREON.

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 Crystal Clear Special Utility District (CCSUD) holds a Certificate of Convenience and Necessity (CCN) for water service. In the event the Property obtains a final order from the Public Utility Commission of Texas releasing the Property from the CCSUD CCN, the City of San Marcos agrees to make water service available to the Property on the same basis as available to other owners of property in the City. The Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In exchange for the City's commitment to provide water service, and the provision of water service to such property, the Owner of the Property agrees to pay all reasonable costs incurred by the City as a result of any lawsuit filed by CCSUD related to the release or decertification of the Property, or portion thereof, from CCSUD's CCN. The City shall invoice the Owner of the Property for such reasonable costs incurred and the Owner shall cause payment to be made to the City for such invoiced amount within thirty (30) days of receipt of the invoice. In the event, the City is required to obtain approval from the PUC to serve the Property, or portion thereof, after such release or decertification from the CCSUD CCN, and the City is ordered by the PUC to make a payment to CCSUD CCN in obtaining such approval from the PUC, the Owner of the Property agrees to pay such CCN release costs. The Parties acknowledge and agree that any lawsuit filed by CCSUD shall not hinder or delay the City from providing water service to the Property.

b. Wastewater. The Property is not covered by a CCN for wastewater service; however, the City of San Marcos has wastewater lines in the vicinity of 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. The Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. The Owner of the Property agrees not to protest, cause any protests, or otherwise act or cause any actions that may be construed to prevent, frustrate, delay, or obstruct the City's CCN expansion application to provide Wastewater Services to the Property or for additional lands to which the City elects to provide Wastewater Services.

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.