

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ENCROACHMENT AGREEMENT

Date: _____, 2023

Licensor: City San Marcos, Texas, a home rule municipal corporation, 630 East Hopkins Street, San Marcos, Hays County, Texas 78666

Licensee: Guadalupe-Blanco River Authority, 2225 E. Common St., New Braunfels, Comal County, Texas 78130

Easement: Easement Area 1: That certain public utility easement granted to Licensor and recorded in Volume 2664, Page 215, Official Public Records of Hays County, Texas; and

Easement Area 2: That certain City of San Marcos Water/Wastewater Easement granted to Licensor and recorded in Volume 2710, Page 245, Official Public Records of Hays County, Texas

Both are generally located near the intersection of County Road 266 and Farm to Market Road 621.

License Area: License Area 1: Being a 0.004 acre tract of land (approximately 161 sq. ft.), being a portion of a called 267.339 acre tract conveyed to HK Riley's Point, LLC, by special warranty deed, as recorded in Document No. 20011114 of the Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes; and

License Area 2: Being a 0.021 acre tract of land (approximately 906 sq. ft.), being a portion of a called 119.988 acre tract conveyed to HK Bough Ranch, LLC, by special warranty deed with vendor's lien dated October 30, 2019, as recorded in Document No. 19040023 of the Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit "B", attached hereto and made a part hereof for all purposes.

The License Area includes any areas within the Easements required or used by Licensee to conduct maintenance, repair, or replacement activities, the locations of such areas are approved in writing by Licensor.

Consideration: Ten dollars (\$10.00), other good and valuable consideration and the faithful performance of the covenants and conditions established in this License Agreement.

1. Purpose. Licensee seeks to install a raw water pipeline and associated improvements (the "Improvements") partially within and adjacent to the License Area. The purpose of this License Agreement is to establish terms and conditions under which Licensee may install the Improvements and conduct associated activities within the License Area.

2. Grant of License. For the Consideration, Licensor hereby grants a non-exclusive License to the Licensee to install, maintain, repair, and replace the Improvements within the License Area. Neither the granting of this license, nor any related permit, constitutes an abandonment by Licensor of the License Area or any other rights in and to the Easement.

3. Coordination.

a. Initial Construction. Before beginning the initial construction of the Improvements or staging any equipment, machinery, signage, barricades, and other items related thereto, Licensee shall submit its plans to Licensor for written approval, which approval shall indicate a schedule for completion of the work, and any areas beyond the boundaries of the License Area temporarily needed during construction.

b. Maintenance, Repair and Replacement. Licensee shall provide at least seven days' advance written notice to Licensor of any maintenance or repair activities in order to avoid conflicts with any activities being conducted by Licensor within the License Area. In the event of any identified conflicts, the Parties will establish a mutually agreed written plan or schedule for resolving the conflict. For any maintenance, repair or replacement work requiring excavation, trenching, or staging of machinery and equipment, Licensee shall also submit its plans to Licensor to enable inspection and coordination. Notwithstanding the foregoing, in the event of emergencies posing an imminent threat to public health or safety, such as a waterline break, Licensee may take such responsive or corrective measures as are appropriate by providing notice to Licensor as soon as is reasonably practical.

4. No Enlargement of Improvements. The license granted herein is subject to the requirement that the nature of Improvements shall not be altered without the prior written approval of Licensor, provided the Improvements may be replaced in the same locations with improvements that are of similar size and character as necessary to maintain good working order.

5. Right of Use of License Area by Licensor. The Licensor reserves the right at all times, to use and maintain the License Area for all lawful purposes and to perform related construction, maintenance, and operation activities on, under or above the License Area, including those that involve excavation and trenching, or other activities that may affect the Improvements. Licensor will notify Licensee of any activity that may affect the Improvements and coordinate with Licensee before the activity is undertaken. Notwithstanding the foregoing, except in the event of an emergency posing an imminent threat to public health or safety, Licensor will provide seven (7) days advance written notice to Licensee of any activity of Licensor that would result in or necessitate the temporary disruption in the conveyance of raw

water through the pipeline portion of the Improvements in order to coordinate with Licensee before Licenser begins any work. In the event of an emergency situation, Licenser will provide notice to Licensee as soon as is reasonably practical.

6. Compliance with Laws and Regulations. Licensee agrees to comply with all applicable laws and ordinances in the construction, repair and maintenance of the Improvements. It is specifically understood and agreed by Licensee, that the terms and conditions of this License are in addition and supplemental to the requirements of applicable City of San Marcos ordinances, including Article 4 of Chapter 74 of the San Marcos City Code.

7. Assignment; Binding on Successors. Subject to providing written notice of assignment to Licenser, Licensee may assign this License Agreement to subsequent purchasers of the Property. This License Agreement shall be binding upon subsequent owners of the Property. This License Agreement shall be filed in the Official Public Records of Hays County Texas.

8. Revocation or Termination of License. In addition to any other rights of termination herein or remedies available at law or in equity, Licenser may revoke or terminate this License Agreement upon the occurrence of any of the following conditions or events:

- a. Licensee or its successors or assigns have failed to comply with the terms of this License and have not cured such failure within thirty (30) days after receipt of notice of such an event;
- b. the Improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the Improvements; or
- c. maintenance or alteration of the Improvements necessary to alleviate a danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

In the event of any termination of this License Agreement, in whole or in part, upon the written request of Licenser, Licensee shall sign a mutually executed notice of termination for recording in the Official Public Records.

9. Integration; Amendments. This License Agreement constitutes the entire agreement between Licenser and Licensee on this subject, and it may be amended only by written instrument executed by both parties.

10. No Real Property Interest. This license does not constitute an interest in real property, and Licensee fully accepts the risks associated with incurring expenses with regard to the Improvements while having only a revocable right to use the License Area.

11. Venue. Venue for any legal dispute under this agreement shall be in the state courts having jurisdiction in Hays County, Texas, or if in federal court, the United States District Court for the western District of Texas, Austin Division.

EXECUTED to be effective as of the date first written above.

LICENSEE:

LICENSOR:

By: *Darrell Nichols*
Darrell Nichols, General Manager/CEO

By: _____
Stephanie Reyes, City Manager

ACKNOWLEDGMENTS

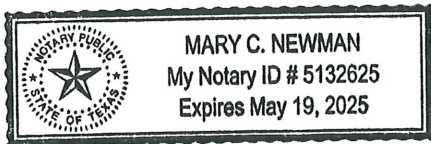
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 2023 by Stephanie Reyes, City Manager of the City of San Marcos, a Texas municipal corporation, in such capacity, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on August 2, 2023 by Darrell Nichols, General Manager/CEO of Guadalupe-Blanco River Authority, in such capacity, on behalf of said entity.



Mary C. Newman
MARY C. NEWMAN
Notary Public, State of Texas

PLEASE RETURN RECORDED ORIGINAL TO:
Guadalupe-Blanco River Authority
2225 E. Common St.
New Braunfels, Texas 78130
ATTN: General Manager/CEO

EXHIBIT A
Description of License Area 1



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-388-0943

3500 McCall Lane
Austin, Texas 78744

PORTION OF
HK RILEY'S POINTE, LLC
267.339 ACRE TRACT
(WATER LINE EASEMENT)

0.004 ACRES
JESSE W. WILSON SURVEY, ABS. 481
CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

A DESCRIPTION OF A 0.004 ACRE TRACT OF LAND (APPROXIMATELY 161 SQ. FT.), BEING A PORTION OF A CALLED 267.339 ACRE TRACT CONVEYED TO HK RILEY'S POINTE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT NO. 20011114 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.004 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with "Chaparral" cap found for a cutback corner in the proposed southwest right-of-way line of Staples Road (an existing 80' wide, dedicated public right-of-way), also known as Farm-to-Market 621, same being a point in the interior of said 267.339 acre tract, from which a 1/2-inch rebar with "Chaparral" cap found in the existing southeast right-of-way line of Old Bastrop Road (a variable with, dedicated public right-of-way) for a cutback corner in the proposed southeast right-of-way line of Old Bastrop Road, bears South 78°55'33" West a distance of 52.02 feet;

THENCE with a curve to the right along the proposed southwest right-of-way line of Staples Road, having a radius 1840.00 feet, an arc length of 12.72 feet and a chord which bears South 71°43'20" East a distance of 12.72 feet to a calculated point in the southeast line of a 40-foot Pipeline Easement described in Volume 1462, Page 629 of the Official Public Records of Hays County, Texas for the north corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with a curve to the right, having a radius 1840.00 feet, an arc length of 11.26 feet and a chord which bears South 71°21'10" East a distance of 11.26 feet to a calculated point for the east corner of the herein described tract, from which a 1/2-inch rebar with "Chaparral" cap found for a point of tangency in the proposed southwest right-of-way line of Staples Road, bears with a curve to the right, having a radius of 1840.00 feet, an arc length of 715.62 feet and a chord which bears South 60°01'54" East a distance of 711.11 feet;

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Page 2 of 2

THENCE South 41°02'04" West, leaving the proposed southwest right-of-way line of Staples Road, a distance of **17.00 feet** to a calculated point for the south corner of the herein described tract;

THENCE North 48°57'15" West a distance of **11.40 feet** to a calculated point in the southeast line of said 40-foot Pipeline Easement for the west corner of the herein described tract;

THENCE North 45°28'12" East, with the southeast line of the 40-foot Pipeline Easement, a distance of **12.75 feet** to the **POINT OF BEGINNING**, containing **0.004 acres** of land, more or less.

Surveyed on the ground February 1, 2022.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone (4204), based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS)

Attachments: Drawing 425-011-WLE17-GBRA

Paul J. Flugel

6-24-2022

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPELS Firm No. 10124500

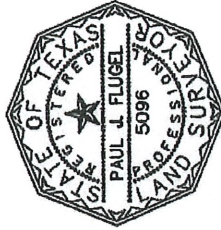


425-011-WLE17-GBRA

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.004 ACRES (APPROXIMATELY 161 SQ. FT.) IN THE JESSE W. WILSON SURVEY, ABSTRACT NO. 481, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 267.339 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 20011114 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°02'04"W	17.00'
L2	N48°57'15"W	11.40'
L3	N45°28'12"E	12.75'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD
C1	1840.00'	0°21'02"	11.26'	11.26'
C2	1840.00'	23°01'49"	739.59'	734.63'
C3	1840.00'	0°23'46"	12.72'	12.72'
C4	1840.00'	22°17'01"	715.62'	711.11'
C5	914.93'	27°35'04"	440.48'	436.24'



Paul J. Flugel
6-24-2022

DATE OF SURVEY: 02/01/22
PLOT DATE: 06/24/22
DRAWING NO.: 425-011-WLE17-GBRA
PROJECT NO.: 425-011
T.B.P.E.L.S. FIRM NO. 10124500
DRAWN BY: PAQ
SHEET 1 OF 2

Chaparral

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 425-011-WLE17-GBRA

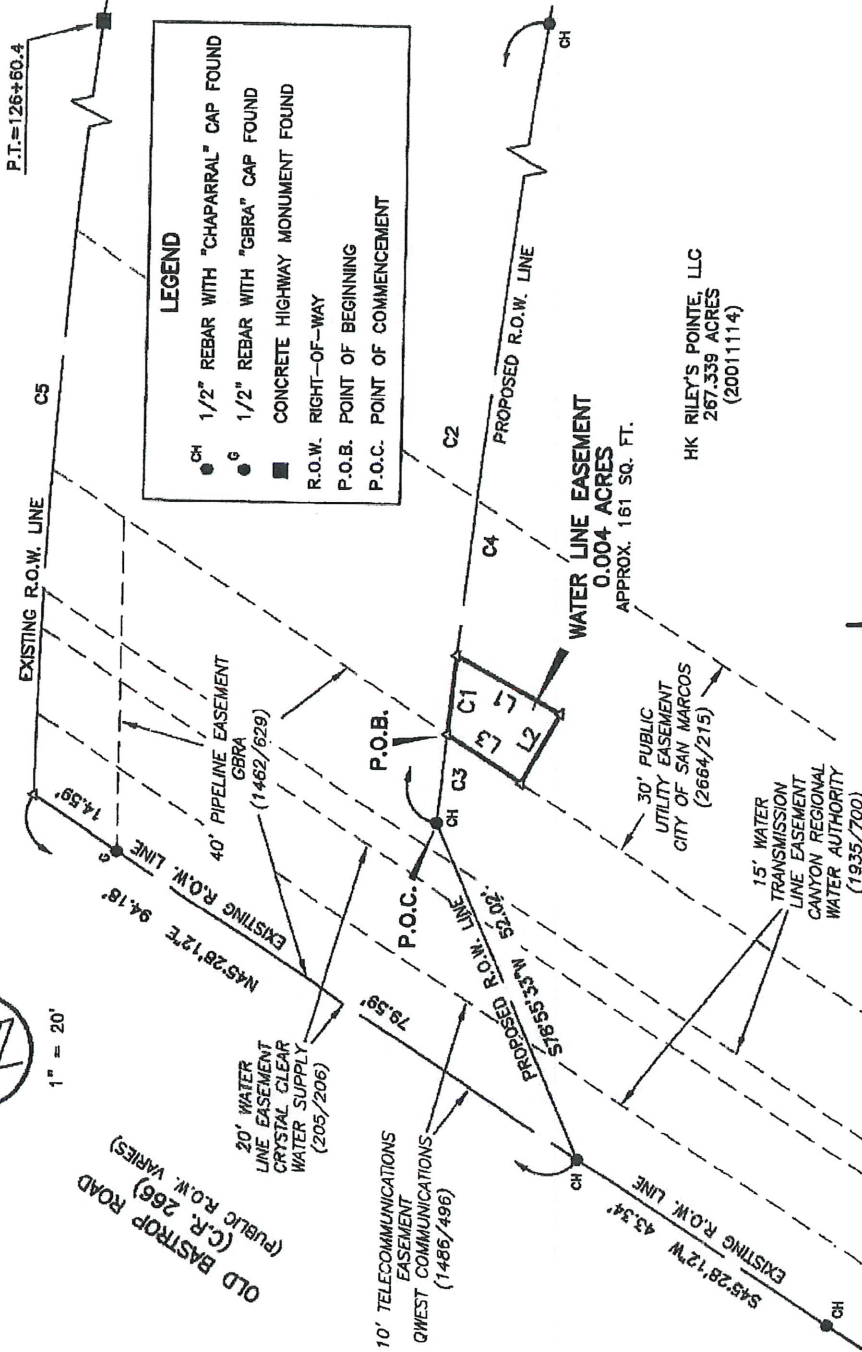
STAPLES ROAD/F.M. 621
(80' PUBLIC R.O.W.)



1" = 20'

OLD BASTROP ROAD
(C.R. 266)
(Public R.O.W. Varies)

- LEGEND**
- 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "GBRA" CAP FOUND
 - CONCRETE HIGHWAY MONUMENT FOUND
 - R.O.W. RIGHT-OF-WAY
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT



HK RILEY'S POINTE, LLC
267.339 ACRES
(20011114)

Chaparral

EXHIBIT B
Description of License Area 2



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT "___"

PORTION OF
HK BAUGH RANCH, LLC
119.988 ACRE TRACT
(WATER LINE EASEMENT)

0.021 ACRES
JOHN MCGUIRE SURVEY, ABS. 320
CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

A DESCRIPTION OF A 0.021 ACRE TRACT OF LAND (APPROXIMATELY 906 SQ. FT.), BEING A PORTION OF A CALLED 119.988 ACRE TRACT CONVEYED TO HK BAUGH RANCH, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED OCTOBER 30, 2019, AS RECORDED IN DOCUMENT NO. 19040023 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.021 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with "Chaparral" cap set in the existing northeasterly right-of-way line of Staples Road (an 80' wide, dedicated public right-of-way), also known as Farm-to-Market 621, same being the southwesterly line of said 119.988 acre tract for the proposed northeasterly intersection of said Staples Road and Old Bastrop Road (a variable width, dedicated public right-of-way), also known as County Road 266;

THENCE with a curve to the right, having a radius 994.93 feet, an arc length of 19.66 feet and a chord which bears **South 72°44'26" East** a distance of **19.66 feet** to a calculated point for the westerly corner and **POINT OF BEGINNING** of the herein described tract, same being the southerly corner of a 40-foot Pipeline Easement described in Document No. 9910639 and the westerly corner of a 30-foot Water & Wastewater Easement described in Document No. 9910639, both of the Official Public Records of Hays County, Texas;

THENCE leaving the northeasterly right-of-way line of said Staples Road, over and across said 119.988 acre tract, the following three (3) courses and distances:

1. **North 44°38'11" East** with the existing southeasterly line of said 40-foot Pipeline Easement and the existing northwesterly line of said 30-foot Water & Wastewater Easement, a distance of **124.40 feet** to a calculated point for the northerly corner of the herein described tract, from which a 1/2-inch rebar found for an angle point in the northwesterly line of said 119.988 acre tract, bears **North 43°49'11" East** a distance of 2806.19 feet;

425-011-WLE12-GBRA

2. **South 34°23'31" West** over and across said 30-foot Water & Wastewater Easement, a distance of **37.46 feet** to a calculated point;
3. **South 41°07'04" West** a distance of **81.88 feet** to a calculated point in the northeasterly right-of-way line of said Staples Road;

THENCE with a curve to the left, having a radius of 994.93 feet, an arc length of 13.05 feet and a chord which bears **North 71°47'55" West** a distance of **13.05 feet** to the **POINT OF BEGINNING**, containing **0.021 acres** of land, more or less.

Surveyed on the ground July 6, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone (4204), based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS)

Attachments: Drawing 425-011-WLE12-GBRA

Paul J. Flugel 10-27-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPELS Firm No. 10124500



425-011-WLE12-GBRA

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.021 ACRES (APPROXIMATELY 906 SQ. FT.) IN THE JOHN MCGUIRE SURVEY, ABSTRACT NO. 320, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 119.988 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 19040023 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

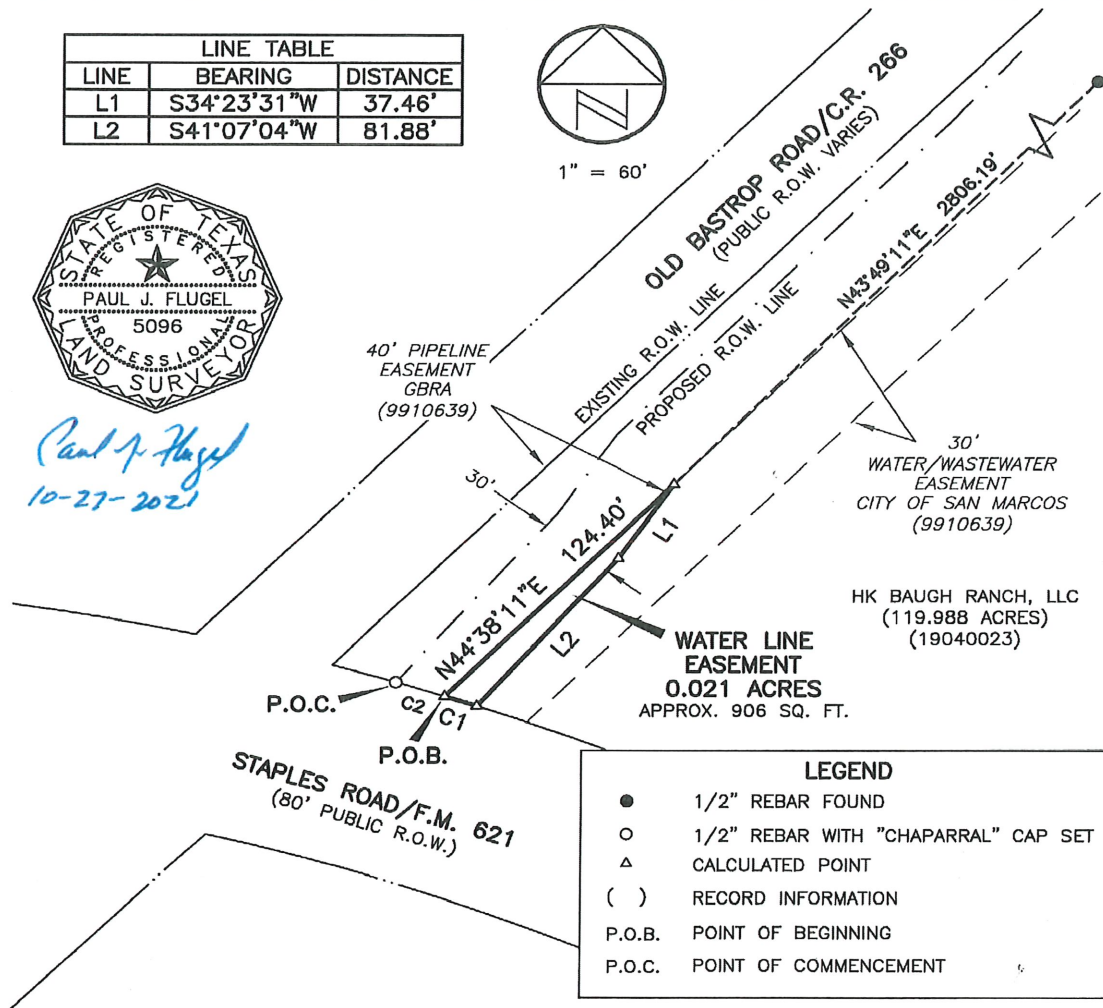
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S34°23'31"W	37.46'
L2	S41°07'04"W	81.88'



1" = 60'



Paul J. Flugel
10-27-2021



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	DISTANCE
C1	994.93'	0°45'06"	13.05'	N71°47'55"W	13.05'
C2	994.93'	1°07'55"	19.66'	S72°44'26"E	19.66'

DATE OF SURVEY: 07/06/20
PLOT DATE: 10/25/21
DRAWING NO.: 425-011-WLE12-GBRA
PROJECT NO.: 425-011
T.B.P.E.L.S. FIRM NO. 10124500
DRAWN BY: PAQ
SHEET 1 OF 1

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 425-011-WLE12-GBRA

Chaparral