

DRAFT DOCUMENT – SUBJECT TO REVISION

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2025 (the “Effective Date”), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas home-rule municipal corporation (the “**City**”) and **CARSON SELECT INVESTMENTS, LP** (“**Carson**”), and **SABEY DATA CENTER PROPERTIES LLC** (“**SABEY**”). Collectively, Sabey and Carson are also referred to herein as “**Owner**” or “**the Owners**”. The **City** and the **Owners** are sometimes hereinafter referred to individually as “**Party**”, and collectively as the “**Parties**”. The Parties agree as follows:

PURPOSES AND CONSIDERATIONS

WHEREAS, the Owners currently own approximately 785.66 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 desires to develop the Property under the principals of a Conservation/Cluster Planning Area District (“Planning Area” or “PA”) consisting of allocations of Character District (CD) 1, CD-2, CD-2.5, CD-3, CD-4, CD-5, and Light Industrial (LI), pursuant to the City of San Marcos Development Code (SMDC), as that code exists on the effective date of this Agreement, but subject to the modifications set forth herein, and generally in accordance with the Conceptual Land Use Plan (also known as the “Development 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, Article 4, Division 3 of the San Marcos Development Code, to accomplish the following purposes:

- A. Extend the City’s planning authority over the Property by providing a development plan under which certain general uses and development of the Property are authorized; and
- B. Authorize enforcement by the City of certain municipal land use and development regulations in the same manner the applicable regulations are enforced within the City’s municipal boundaries; and

- C. Provide the terms of annexation of the Property; and
- D. Provide an estimated 184 acres of proposed light industrial development for a state-of-the-art data center and Pedernales Electric Cooperative substation, at least 392 acres of CD-1 Open Space, and up to 209 acres of future Character District development; and
- E. Pursuant to Section 2.4.3.1 of the SMDC, to prescribe land uses, environmental standards, development standards, and public facilities standards governing development of the Property during the term of this Agreement.

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

- A. The Conceptual Land Use Plan (also known as the “Development Plan”), which is incorporated herein as **Exhibit “B,”** prescribes the general use and development of the Property, agreed to by the Parties, subject to applicable processes and procedures. The Conceptual Land Use Plan shall constitute the land use plan under Section 2.4.3.3 of the San Marcos Development Code (“SMDC”) and the Development Plan under SMDC 4.4.3.8.A.3. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 2.4.3.7.C of the SMDC, as authorized under SMDC 4.4.3.8., or as stated in Section 2.04 of this Agreement below. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

1.02 Proposed Schedule of Development and Phasing

- A. **Light Industrial:** The Light Industrial area on the Development Plan shall be developed according to the following phase schedule, and as depicted in **Exhibit “C”** as attached hereto. The Responsible Official may administratively approve variations of the schedule and phases, such as combining phases and adjusting lot lines:
 - a. Phase 0: Subdivision and platting of the Light Industrial area, to include four legal lots.
 - b. Phase 1: Site preparation and construction of electrical substation on Lot 4; subdivision improvements and mass grading for all lots; and, construction of the first data center building(s) on Lot 1, including all associated systems, equipment, security, access, landscape, and other ancillary improvements.

- c. Phase 2: Additional data center building(s) on Lot 2, including all associated systems, equipment, security, access, landscape, and other ancillary improvements.
 - d. Phase 3: Final data center building(s) on Lot 3, including all associated systems, equipment, security, access, landscape, and other ancillary improvements.
- B. **Character District-1:** The area designated CD-1 on the Development Plan shall only be improved in accordance with the development standards for the CD-1 zoning district in the SMDC in place as of the effective date of this Agreement. There is no timeline or requirement to modify these areas from the present agricultural use.
- C. **Character District-2.5:** The area designated CD-2.5 on the Development Plan shall only be improved in accordance with the development standards for the CD-2.5 zoning district in the SMDC in place as of the effective date of this Agreement. There is no timeline or requirement to modify these areas from the present agricultural use.
- D. **Regulating Plan Area:** There is no timeline to submit a Regulating Plan or to modify from the present agricultural use within the area designated “Regulating Plan Area” on the Development Plan. Prior to allocation of Character Districts, the Regulating Plan areas shall be governed under the requirements of the CD-2 zoning district. Any improvements consistent with the existing agricultural use do not trigger a requirement to submit a Regulating Plan provided the improvements would otherwise be permitted under the CD-2 zoning district as of the effective date of this Agreement.

1.03 Base Zoning District(s)

- A. Upon annexation, the Light Industrial areas shown in the Development shall be zoned Light Industrial, subject to the additional modifications to the SMDC as described herein.
- B. Upon annexation, the CD-1 areas shown in the Development Plan shall be zoned Character District - 1 subject to the additional modifications to the SMDC as described herein.
- C. Upon annexation, the CD-2.5 areas shown in the Development Plan shall be zoned Character District – 2.5 subject to the additional modifications to the SMDC as described herein.
- D. Upon annexation, the Regulating Plan Area shall be zoned as a Conservation/Cluster Planning Area district subject to the following percent allocations in Table 1.03 below, which hereby modify the base allocations specified in SMDC 4.4.3.8 applicable to the Property.
 - a. For the purposes of this Development Agreement, SMDC Table 4.18 is struck and replaced in full by Table 1.03 of this Agreement.
 - b. All references to “Buildable Land” in the deleted SMDC Table 4.18 expressly do not carry over to Table 1.03 of this Agreement. The percentage

allocations in in Table 1.03 are of the total Property.

- c. While the Light Industrial, CD-1, and CD-2.5 areas described in 1.03A and 1.03B above shall not be zoned Planning Area, their acreages and zoning designations shall be included in the Planning Area district allocations.
- d. For the purposes of this Development Agreement, any other provision of the SMDC required to permit the allocations and districts specified in Table 1.03 shall be deemed to have been modified by this Agreement.
- e. In the event of any conflict between the percentages and the acreages shown in Table 1.03, the acreages shall govern.
- f. The Responsible Official may administratively approve a variation of up to five (5) acres on any Character District allocation provided at least 50% (392.83 acres) of the entire 785.66-acre property subject to this Development Agreement is designed as either CD-1 or CD-2 (in sum).

Table 1.03 - Planning Area District Allocation						
Zoning Description	Initial		Final %		Final Acres	
	%	Acres	Min	Max	Min	Max
Light Industrial (LI)	23.39%	183.76	23.39%		183.76	
Character District 1 (CD-1)	47.57%	373.75	47.57% + Below		373.75 + Below	
Character District 2.5 (CD-2.5)	5.37%	42.18	5.37%		42.18	
Regulating Plan Area	23.67%	185.98				
Character District 1 or 2	-	-	2.43%	23.67%	19.09	185.98
Character District 3 or 4	-	-	0.00%	21.24%	0.00	166.89
Character District 5	-	-	0.00%	5.00%	0.00	39.28
Total Area	100%	785.66	100%		785.66	

1.04 Development Standards:

- A. All City of San Marcos codes and ordinances in effect on the Effective Date of this Agreement shall govern throughout the term of this Project, except as noted within this Agreement. In the event of a conflict between this Agreement and the SMDC or the City's Codes and Ordinances, this Agreement shall control.
- B. Variations and modifications to the SMDC and Other Special City Standards are hereby granted and allowed only for the Light Industrial areas of the Development Plan as follows:
 - 1. [Additional items may be added after review of Chapter 3 with staff, including but not limited to Section 3.5.1.1]
 - 2. Section 3.6.2.1, "Block Perimeter," which provides for maximum block perimeters, is modified as follows: Block perimeter restrictions shall be waived to accommodate large building footprints or support connectivity.
 - 3. Section 4.4.4.4, "Light Industrial," which describes the core development standards applicable to the Light Industrial zoning district, is modified as

follows:

- i. “Principal Building Height” is changed from “62 ft max.” to “100 ft max.” Additionally, notwithstanding anything to the contrary in Section 4.3.4 “Building Height:”
 1. Each individual story may be up to 25 feet high
 2. Elevator penthouses, equipment, and chiller plants shall be allowed above the highest point of a flat roof.
 - ii. “Accessory Structure Height” shall not be applicable to equipment associated with a Principal Building.
 - iii. “Blank Wall Area” is changed from “50 ft. max.” to “Not Applicable.”
4. Section 6.1.2.2, “Cut and Fill Standards,” which outline limitation on cut and fill, are hereby modified to replace all instances of “four feet” with “ feet” to accommodate large format buildings, equipment yards, and connectivity to on-site facilities.
5. Chapter 7 Article 1 (“Parking”) and Article 2 (“Landscaping and Screening”) expressly do not apply to any substation, nor do any other development standards from which a utility substation would typically be exempt under the SMDC.
6. Table 7.1 “General Minimum Parking Requirements,” which specifies the minimum required parking for various uses is modified to add a row under the Heavy Commercial and Industrial Section as follows, “Use: Data Center; Minimum Parking; 1 space for every 1 employee in the maximum work shift; Bicycle Parking: 1 space per 50 vehicular spaces, a minimum of 4.”
7. Division 7.2.2. “Transitional Protective Yards,” which outlines transitional elements between land uses on abutting properties, is struck in its entirety and does not apply in consideration of the abutting power plant use along the southern boundary and the owners of all other abutting properties being party to this Agreement.
8. Section 7.2.5.1, “Service Areas,” which outline requirements for trash and recycling collection is modified as follows:
 - i. The following sentences from 7.2.5.1.B are deleted, “Service areas must be screened on the 4th side by a solid gate at a minimum of 6 feet in height. The gate is optional when the dumpsters are facing an alley.”
 - ii. 7.2.5.1.C is struck in its entirety and replaced with following, “The wall must be maintained in good working order.”
9. Section 7.2.5.2., “Utilities”, which outlines requirements for screening utilities, is modified as follows:
 - i. 7.2.5.2.A, “Roof Mounted Utility Screening,” is modified as follows:
 - a. 7.2.5.2.A.1 shall be struck in its entirety and replaced with the following: “Roof-mounted equipment must be screened from ground level view from all points on abutting property or an abutting public street within 100 feet of the property line.”

- b. 7.2.5.2.A.2. shall be struck in its entirety and replaced with the following: “New buildings must provide a parapet wall or other architectural element that is compatible with the principal building in terms of texture, quality, material, and color that fully screens roof mounted equipment from ground-level view at all points on abutting property or an abutting public street within 100 feet of the property line.”
 - c. 7.2.5.2.A.3. shall have the following text appended to the end of the sentence, “when equipment is visible from ground-level view at all points on abutting property or an abutting public street within 100 feet of the property line.”
 - d. For the purposes of interpreting 7.2.5.2.A, the parties agree that compatibility with the principal building shall not restrict Owner from selecting a material that accommodates adequate airflow required by Owner’s equipment and the screening material may be a different material than the principal building.
 - ii. 7.2.5.2.B, “Wall-Mounted Equipment,” is modified by striking the phrase “visible from a public street (not including an alley)” and replaced with the phrase, “along the principal frontage”.
 - iii. 7.2.5.2.C, “Ground-Mounted Equipment” is modified by striking 7.2.5.2.C.2. in its entirety and replacing it with, “Screening, whether by landscaping, wall, or fence, shall be required up to a maximum height of 20’. Accessory stacks and piping extending beyond 20’ are permitted.”
- 10. Section 7.2.6.2., “General Requirements,” which outlines general requirements for Walls and Fences, is hereby modified as follows:
 - i. 7.2.6.2.E., “Materials,” is modified by striking 7.2.6.2.E.2 in its entirety and replaced with the following, “Wrought iron or vinyl coated chain link shall be permitted along street frontages. Chain link and security fencing shall be permitted on all other sides.”
 - ii. 7.2.6.2.F., “Height,” is modified by striking 7.2.6.2.F.1 in its entirety and replacing with “Walls and fences may not exceed 8 feet.”
- 11. Section 7.3.3.2., “On-Premises Freestanding Signs,” which outlines standards for on-premises free-standing signs, is modified as follows:
 - i. 7.3.3.2.A.4, “Maximum height,” is modified by striking and replacing the sentence “Ground/monument signs shall not exceed seven feet in height” found in 7.3.3.2.A.4.a.4. with “Ground/monument signs shall not exceed ten feet in height.”
 - ii. 7.3.3.2.A.5, “Maximum Sign area,” is modified by striking 7.3.3.2.5.a.4. in its entirety and replacing it with “100 square feet for ground/monument signs.”

12. Section 7.4.2.1., “Noise,” which specifies noise limitations on a property is modified to add 7.4.2.1.C.8. stating, “Sound produced by the operation of back-up generators for emergency use during an outage of the power grid or during monthly maintenance test runs not to exceed # hours and one annual run not to exceed # hours. Maintenance test runs to be limited to occurring between the hours of XX to XX.”
13. Table 5.1, “Land Use Matrix”, shall be modified in accordance with **Exhibit “D”**

- C. Variations and modifications to the SMDC and Other Special City Standards are hereby granted and allowed for any area of the Development Plan requiring a Regulating Plan as follows:
1. Section 4.4.3.9., “Regulating Plan”, which describes the requirements of a Regulating Plan associated with a Planning Area District, is hereby modified to delete Section 4.4.3.9.C.2. in its entirety.

1.05 Application Procedures

- A. Development of the Property shall be governed by the following:
1. All procedures outlined in the SMDC and City of San Marcos Code of Ordinances, as they exist on the effective date of this Agreement, shall apply unless alternative procedures are expressly stated herein.
 2. Applications: The Parties agree that the applications for each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan and **Exhibit “B”** attached hereto.
- B. The following modifications are made to Section 4.4.3.8 (Planning Area District) of the SMDC:
1. The clause “or as they exist on the effective date of any applicable Development Agreement” is appended to Section 4.4.3.8.A.1.
 2. The clause “or as authorized in any applicable Development Agreement” is appended to Section 4.4.3.8.A.2.
 3. Section 4.4.3.8.A.3.a is struck and removed in its entirety.

1.06 Public Facilities Schedule & Financing

- A. An Out of City Utility Connection / Extension application will not be required for the development of this Property provided that the terms of this Agreement are met.
- B. The Owner shall be responsible for the payment of all costs associated with the extension and improvements of the infrastructure required solely to serve development of the Property. [Owner requests discussion regarding improvements to existing Francis Harris Road.]
- C. Provisions for providing Water Service to the Property
1. The City of San Marcos is the water service provider and has the necessary CCN to serve the Property.

- D. Provisions for providing Wastewater Service to the Property
1. The City of San Marcos is the wastewater service provider and has the necessary CCN to serve the Property.
 2. For the Light Industrial areas, Sabey may utilize the existing 18" recycled waterline for landscape irrigation, construction water and dust control, fire protection, and industrial processed water applications subject to the recycled water provided by the City meeting its water quality requirements.
 3. For the Light Industrial areas, Sabey shall connect to the existing 12" wastewater force main by [TBD].
- E. Provisions for providing Electric Service to the Property
1. Pedernales Electric Cooperative is the electric service provider and has the necessary CCN to serve the Property.
 2. The Property is not currently within the City of San Marcos Electric Utility Service Area; however, the San Marcos Electric Utility Roadway Lighting Standards will apply. [Standards requested by Applicant and pending review of same.]
- F. Provisions for connection to Public Facility Communication Network. The owner agrees to dedicate necessary right-of-way or easements and install communication conduit and pull-boxes/handholds for future connection of public infrastructure to a Public Facility Communication Network. [Definition requested by Applicant and pending review of same.]

1.08 Annexation

- A. Upon approval of this Agreement, Owner agrees to a full purpose annexation of the areas designated CD-1, CD-2.5, and Regulating Plan Area on the Development Plan. Concurrent with annexation of the Property, Owner shall initiate a zoning change to establish the zoning districts that are consistent with the terms and conditions of this Agreement. Owner agrees to submit applications for Annexation and Zoning of that entire ### acre property within 90 days of the effective date of this Agreement.
- B. Within fifteen (15) years of the issuance of a Temporary Certificate of Occupancy (TCO) for each phase of development of the Light Industrial area as described in Section 1.02.A of this Agreement, Sabey shall submit complete applications for annexation and zoning. The City hereby guarantees the continuing ETJ status of the remainder of the Property until fifteen (15) years following the receipt of a TCO for each phase of the Light Industrial area.

1.09 Dedication of Land

- F. Parkland Dedication:
1. Parkland dedication requirements may be satisfied by providing publicly

accessible private parkland owned and maintained by a homeowners' association ("HOA") and no additional parkland dedication to the City shall be required. Any private parkland and amenities that are not publicly accessible shall not count towards meeting the City's parkland dedication requirements. Private parkland shall not be maintained by the City of San Marcos but an HOA shall be required to own, operate, and maintain all parkland. The amount and location of such private parkland shall be approved administratively.

2. The parties affirm that the Light Industrial areas on the Development plan are exempt from all Parkland Dedication requirements or Parkland Development Fees per SMDC Section 3.10.1.D.1.

SECTION 2: MISCELLANEOUS PROVISIONS

2.01 Term

- A. The term of this Agreement will commence on the Effective Date and continue for thirty (30) years thereafter ("Initial Term"), unless sooner validly terminated under this Agreement. After the Initial Term, the Agreement may be extended by the Owner, with City's approval, by delivering written notice of such election to the City on or before the expiration date.

2.02 Enforcement and Default and Remedies for Default

- A. The Parties agree that the City shall be entitled to enforce the San Marcos Development Code as it exists on the effective date of this Agreement, as modified by 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, within the shortest time period within which it can reasonably be cured, 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.
- B. 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.

- C. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of the cure period set out above after receipt by such party of notice of default from the other party. Upon the passage of the cure period set out above without cure of the default in accordance with the terms above, such party shall be deemed to have defaulted for purposes of this Agreement upon written notice by the other party of the failure to cure.
- D. Governmental Immunity - The City reserves all immunity from suit and liability not expressly waived by Local Government Code Chapter 212 or other law. The Parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

2.03 Authority, Applicable Rules and Right to Continue Development

- A. This Agreement is entered under the statutory authority of Sections 42.042, 43.0672 and 212.172 of the Texas Local Government Code and pursuant to Chapter 2, Article 4, Division 3 of the SMDC. The Parties intend that this Agreement guarantees 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 considerations, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.
- B. Execution of this Agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245 of the Texas Local Government Code. In addition, the City acknowledges and agrees that (1) the uses and development contemplated in and authorized by this Agreement were planned for the Property more than ninety (90) days prior to the effective date of this Agreement and, therefore, more than ninety (90) days prior to the effective date of annexation of the Property, and (2) the Owner has filed a completed application for the initial authorization with the City prior to the institution of any annexation proceedings related to the Property. As a result of the foregoing sentence, Section 43.002 of the Texas Local Government Code applies to the uses and development of the Property contemplated in and authorized by this Agreement.
- C. 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 Property, 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 Property. 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 Property 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.

2.04 Exhibits/Amendment

- A. 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 the Parties.
- B. Owner may make minor changes to the Conceptual Land Use Plan and other attachments to this Agreement with approval from the Director of Planning & Development Services and may make major changes with approval by City Council. Minor change shall consist of but are not limited to:
 - 1. A change that does not materially affect a change of lot or unit density contemplated by this Agreement by more than 10%
 - 2. Changes to accommodate tree preservation or the protection of KARST features.
- C. Owner may appeal the Planning and Development Services Director's determination of a minor change to the City Manager within 10 days of the date of notification of the decision.
- D. Major changes shall consist of but are not limited to:
 - 1. The addition of land area;
 - 2. Density beyond what is permitted in SMDC, except as allowed by this Agreement;
 - 3. Changes in roadway alignments more than what is necessary to meet Code;
 - 4. Change in the base zoning.

2.05 Recordation

- A. 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.
- B. Owners agree that all restrictive covenants for the Property 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

- A. 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 Property or to an affiliate of the Owner provided that the assignee assumes all of the obligations hereunder, without any consent of the City being required. 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.
- B. The provisions of this Agreement shall run with the land, will be binding upon, and inure to the benefit of the Parties, future owners of the Property, 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 Property.

2.07 Miscellaneous

- A. 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, pandemics, 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.

1. 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.

- B. 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.
- C. 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. The Parties agree to reasonably cooperate to effectuate the intent of this Agreement.
- D. 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.
- E. 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: Carson Select Investments, LP
407 S Stagecoach Trail, Ste 203
San Marcos, TX 78666

And to:

Sabey Data Center Properties LLC
[Full contact information to be provided]

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

F. Conditions to Owners' Obligations: Owners obligations hereunder, the effectiveness of this Agreement, and any restrictions on the Property are conditioned on the timely City Council approval of zoning upon application.

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: _____
NAME, City Manager

This instrument was acknowledged before me on the ___ day of _____ 2023,
by NAME, City Manager of the City of San Marcos, in such capacity, on behalf of said
entity.

Notary Public, State of Texas

CARSON SELECT INVESTMENTS, LP, a Texas limited partnership
By: Carson Select Investments GP, LLC, its General Partner

By: _____
John David Carson, Member/Manager

This instrument was acknowledged before me on the ____ day of _____ 2025,
by John David Carson, in his capacity as Member/Manager of Carson Select
Investments GP, LLC in its capacity as General Partner for Carson Select Investments,
LP.

Notary Public, State of Texas

§
§

SABEY DATA CENTER PROPERTIES LLC

By: _____
PERSON'S NAME, TITLE (WITHIN BUSINESS ORGANIZATION)

This instrument was acknowledged before me on the ____ day of _____ 2025,
by PERSON'S NAME, in their capacity as TITLE for BUSINESS NAME.

Notary Public, State of Texas

Exhibit A

Metes and Bounds

(PDF OF METES & BOUNDS WILL BE INSERTED INTO FINAL DOCUMENT)

DESCRIPTION, of a 785.664 acre (34,223,525 square foot) tract of land situated in the Antonio Maria Esnaurrizar Survey, Abstract No. 6 and the Thomas Bell Survey, Abstract No. 47, Hays County, Texas; being part of the Esnaurrizar Subdivision recorded in Volume 84, Page 471 of the Hays County Deed Records; said tract being part of that certain tract of land described in Special Warranty Deed to Carson Select Investments, LP recorded in Volume 3493, Page 77 of the said Deed Records; said 785.664 acre (34,223,525 square foot) tract being more particularly described as follows:

BEGINNING, at a point for corner at the intersection of the south right-of-way line of County Road No. 266 (a variable width right-of-way) and the east right-of-way line of Francis Harris Lane also known as County Road No. 265 (a variable width right-of-way); said point also being on the west line of said Carson Select Investments, LP tract;

THENCE, departing the said east line of Francis Harris Lane, the west line of said Carson Select Investments, LP tract and along the said south line of County Road No. 266 the following fourteen (14) calls:

South 88 degrees, 49 minutes, 31 seconds, East, a distance of 1,023.66 feet to a 1/2-inch iron rod with illegible red cap found for corner; said point being the beginning of a tangent curve to the left;

In a northeasterly direction and along said curve to the left, having a central angle of 13 degrees, 34 minutes, 27 seconds, a radius of 2,550.00 feet, a chord bearing and distance of North 84 degrees, 23 minutes, 16 seconds, East, 602.72 feet, an arc distance of 604.13 feet to a point for corner at the end of said curve;

South 57 degrees, 44 minutes, 15 seconds, East, a distance of 21.28 feet to a point for corner; said point being the beginning of a non-tangent curve to the right;

In a northeasterly direction and along said curve to the right, having a central angle of 01 degrees, 36 minutes, 12 seconds, a radius of 2,565.00 feet, a chord bearing and distance of North 76 degrees, 27 minutes, 40 seconds, East, 71.77 feet, an arc distance of 71.77 feet to a point for corner at the end of said curve;

North 30 degrees, 19 minutes, 31 seconds, East, a distance of 21.15 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

In a northeasterly direction and along said curve to the left, having a central angle of 07 degrees, 04 minutes, 54 seconds, , a radius of 2,550.00 feet, a chord bearing and distance of North 71 degrees, 47 minutes, 04 seconds, East, 314.97 feet, an arc distance of 315.17 feet to a 5/8-inch iron rod found for corner at the end of said curve;

North 68 degrees, 14 minutes, 37 seconds, East, a distance of 790.01 feet to a point for corner;

South 66 degrees, 45 minutes, 23 seconds, East, a distance of 35.36 feet to a point for corner;

North 68 degrees, 14 minutes, 37 seconds, East, a distance of 60.75 feet to a point for corner;

North 23 degrees, 14 minutes, 37 seconds, East, a distance of 28.28 feet to a point for corner;

North 68 degrees, 14 minutes, 37 seconds, East, a distance of 53.32 feet to a point for corner;

North 23 degrees, 14 minutes, 37 seconds, East, a distance of 7.07 feet to a point for corner;

North 68 degrees, 14 minutes, 37 seconds, East, a distance of 667.74 feet to a 1/2-inch iron rod with illegible red cap found for corner; said point being the beginning of a curve to the left;

In a northeasterly direction and along said curve to the left, having a central angle of 10 degrees, 08 minutes, 10 seconds, a radius of 1,050.00 feet, a chord bearing and distance of North 63 degrees, 10 minutes, 32 seconds, East, 185.51 feet, an arc distance of 185.75 feet to a 1/2-inch iron rod with illegible red cap found for corner at the end of said curve; said point being on the north line of the said Carson Select Investments, LP tract and the southwest corner of that certain tract of land described in Deed Without Warranty to WWC Land and Cattle, LLC recorded in Volume 2521, Page 538 of said Deed Records;

THENCE, North 69 degrees, 35 minutes, 13 seconds, East, departing the said south line of County Road No. 266 and continuing along the said north line of Carson Select Investments, LP tract and the southeast line of said WWC Land and Cattle, LLC tract, a distance of 267.29 feet to a point for corner;

THENCE, departing the said north line of Carson Select Investments, LP tract and the southeast line of said WWC Land and Cattle, LLC tract, and into and across said Carson Select Investments, LP tract the following two (2) calls:

South 46 degrees, 01 minutes, 26 seconds, East, a distance of 49.63 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

In a southeasterly direction along said curve to the left, having a central angle of 14 degrees, 29 minutes, 12 seconds, , a radius of 1,160.00 feet, a chord bearing and distance of South 53 degrees, 17 minutes, 20 seconds, East, 292.52 feet, an arc distance of 293.30 feet to a point at the end of said curve; said point being on an east line of said Carson Select Investments, LP tract and on the west line of that certain tract of land describe as "Tract B" in General Warranty Deed to Hays County, State of Texas recorded in Document No. 24046084 of said Deed Records;

THENCE, along an east line of said Carson Select Investments, LP tract and the said west line of "Tract B" the following two (2) calls:

South 00 degrees, 48 minutes, 28 seconds, East, at a distance of 93.33 feet to a point for corner;

South 01 degrees, 10 minutes, 49 seconds, East, a distance of 387.67 feet to a point for corner at the southwest corner of said "Tract B"; said point also being the westernmost northwest corner of that certain tract of land described in Special Warranty Deed to Holigan Communities Inc. recorded in Document No. 21064685 of the Official Records of Hays County, Texas;

THENCE, along an east line of said Carson Select Investments, LP tract and the west line of said Holigan Communities Inc. tract the following three (3) calls:

South 00 degrees, 58 minutes, 46 seconds, East, a distance of 1,186.24 feet to a point for corner; from which a 1/2-inch iron rod with red cap stamped "PAYNE 6064" found bears South 41 degrees, 48 minutes East, a distance of 0.7 feet;

South 00 degrees, 58 minutes, 54 seconds, East, a distance of 1,075.83 feet to a 60D nail with washer stamped "BYRN" in a fence post found for corner;

South 01 degrees, 56 minutes, 40 seconds, West, a distance of 17.61 feet to a point for corner at an ell corner of said Carson Select Investments LP tract and the southwest corner of said Holigan Communities Inc. tract;

THENCE, along an east line of said Carson Select Investments, LP tract the following two (2) calls:

South 89 degrees, 42 minutes, 49 seconds, East, along the south line of said Holigan Communities Inc. a distance of 409.00 feet to a point for corner; said point being the southwest corner of that certain tract of land described as "Tract 2" in Deed to James S. Neuhaus and Donna M. Neuhaus recorded in Volume 999, Page 787 of the said Deed Records, from which a 1/2-iron pipe found bears South 72 degrees, 50 minutes, East, a distance of 1.0 foot;

North 89 degrees, 59 minutes, 29 seconds, East, along the south line of said "Tract 2" a distance of 395.73 feet to a 60D nail with washer stamped "BYRN" in a fence post found for a northeast corner of said Carson Select Investments, LP tract and the northwest corner of a called 10-Foot Roadway recorded in Volume 52, Page 355 of the said Deed records;

THENCE, South 01 degrees, 01 minutes, 08 seconds, East, departing the said south line of "Tract 2" and along the said east line of Carson Select Investments LP tract and the west line of said 10-Foot Roadway at a distance of 10.72 feet passing the southwest corner of said 10-Foot Roadway and the northwest corner of that certain tract of land described as "Tract B" in Special Warranty Deed to Carson Family Properties, LTD recorded in Volume 3324, Page 452 of the said Deed Records; continuing along said east line of Carson Select Investments LP tract and the west line of said Carson Family Properties, LTD tract passing at a distance of 782.18 feet the southwest corner of said Carson Family Properties, LTD tract and the northwest corner of that certain tract of land described in General Warranty Deed to Nancy Bates recorded in Volume 3034, Page 717 of the said Deed Records; continuing along said east line of Carson Select Investments LP tract and the west line of said Nancy Bates tract in a total distance of 1,092.02 feet to a point for corner for an angle point for the said Nancy Bates tract;

THENCE, continuing along the said east line of Carson Select Investments, LP tract and the west line of said Nancy Bates tract the following three (3) calls:

South 00 degrees, 35 minutes, 32 seconds, East, a distance of 191.63 feet to a point for corner; from which a 60D nail with washer stamped "BYRN" in a fence post found bears North 85 degrees, 46 minutes, West, a distance of 4.3 feet;

South 81 degrees, 40 minutes, 27 seconds, East, a distance of 200.32 feet to a point for corner;

South 00 degrees, 55 minutes, 30 seconds, East, at a distance of 282.90 feet passing a 1/2-inch iron rod found for the southwest corner of said Nancy Bates tract and the northwest corner of that certain tract of land described in Warranty Deed with Vendor's Lien to LHPB USA, LLC recorded in Volume 4588, Page 703 of the said Deed Records, continuing along the west line of said LHPB USA, LLC tract a total distance of 633.37 feet to a point for corner;

THENCE, South 00 degrees, 39 minutes, 43 seconds, East, continuing along the said east line of Carson Select Investments, LP tract and the west line of LHPB USA, LLC tract a distance of 880.15 feet to a 60D nail with washer stamped "BYRN" in a fence post found at an ell corner of said Carson Select Investments, LP tract and the southwest corner of said LHPB USA, LLC tract;

THENCE, continuing along a north line of Carson Select Investments, LP tract and the south line of the said LHPB USA, LLC tract the following three (3) calls:

North 89 degrees, 43 minutes, 41 seconds, East, a distance of 603.55 feet to a point for corner;

North 89 degrees, 58 minutes, 33 seconds, East, a distance of 1,499.35 feet to a point for corner;

North 88 degrees, 00 minutes, 42 seconds, East, a distance of 1,075.00 feet to a 1/2-inch iron rod found for corner on the west line of County Road No. 234 (a variable width right-of-way); said point being the easternmost northeast corner of said Carson Select Investments, LP tract and the southeast corner of said LHPB USA, LLC tract;

THENCE, South 00 degrees, 13 minutes, 37 seconds, East, along the said west line of County Road No. 234 and the easternmost east line of Carson Select Investments, LP tract a distance of 645.67 feet to a 60D nail with washer stamped "BYRN" in a fence post found for corner; said point being the easternmost southeast corner of said Carson Select Investments, LP tract and the northeast corner of that certain tract of land described in Contract of Sale and Purchase to Billy Joe Wharton recorded in Volume 300, Page 17 of the said Deed Records;

THENCE, along a south line of Carson Select Investments, LP tract and the north line of said Billy Joe Wharton tract the following five (5) calls:

South 89 degrees, 29 minutes, 53 seconds, West, a distance of 627.80 feet to a point for corner;

South 88 degrees, 52 minutes, 35 seconds, West, a distance of 258.43 feet to a point for corner;

South 89 degrees, 27 minutes, 05 seconds, West, a distance of 1,306.20 feet to a point for corner;

South 88 degrees, 43 minutes, 55 seconds, West, a distance of 503.00 feet to a point for corner;

South 88 degrees, 04 minutes, 50 seconds, West, a distance of 208.94 feet to a 60D nail with washer stamped "BYRN" in a fence post found for corner at an ell corner for said Carson Select Investments, LP tract and the northwest corner of said Billy Joe Wharton tract;

THENCE, South 00 degrees, 36 minutes, 05 seconds, East, along an east line of Carson Select Investments, LP tract and along the west line of said Billy Joe Wharton tract, a distance of 624.95 feet to an aluminum disk stamped "GBRA" found for corner at the southwest corner of said Billy Joe Wharton tract; said point also being on the north line of that certain tract of land described in Deed of Gift to Southwest Texas State University recorded in Volume 247, Page 389 of the said Deed Records;

THENCE, along a south line of Carson Select Investments, LP tract and the said north line of Southwest Texas State University tract, the following five (5) calls:

South 89 degrees, 47 minutes, 51 seconds, West, a distance of 481.88 feet to a point for corner;

South 89 degrees, 18 minutes, 59 seconds, West, a distance of 636.77 feet to a point for corner;

North 89 degrees, 47 minutes, 13 seconds, West, a distance of 217.19 feet to a point for corner;

South 89 degrees, 01 minutes, 36 seconds, West, a distance of 116.59 feet to a 60D nail with washer stamped "BYRN" in a fence post found for corner;

South 66 degrees, 43 minutes, 00 seconds, West, a distance of 17.92 feet to a 60D nail with washer stamped "BYRN" in a fence post found for corner at the northwest corner of said Southwest Texas State University tract;

THENCE, along an east line of Carson Select Investments, LP tract and the west line of Southwest Texas State University tract, the following nine (9) calls:

South 05 degrees, 49 minutes, 21 seconds, East, a distance of 70.61 feet to a point for corner;

South 07 degrees, 29 minutes, 34 seconds, East, a distance of 314.59 feet to a point for corner;

South 08 degrees, 01 minutes, 03 seconds, East, a distance of 81.22 feet to a point for corner; from which a 60D nail with washer stamped "BYRN" in a fence post found bears North 52 degrees, 07 minutes West a distance of 1.9 feet;

South 68 degrees, 58 minutes, 07 seconds, West, a distance of 150.00 feet to a point for corner;

South 69 degrees, 26 minutes, 07 seconds, West, a distance of 91.00 feet to a point for corner;

South 09 degrees, 56 minutes, 07 seconds, West, a distance of 110.92 feet to a point for corner;

South 23 degrees, 53 minutes, 53 seconds, East, a distance of 123.40 feet to a point for corner;

South 11 degrees, 31 minutes, 07 seconds, West, a distance of 213.00 feet to a point for corner;

South 04 degrees, 33 minutes, 53 seconds, East, a distance of 414.78 feet to a point for corner at the southernmost southeast corner of said Carson Select Investments, LP tract, a southwest corner of said Southwest Texas State University tract and on the north line of that certain tract of land described in Warranty Deed to Hanno Guenther recorded in Volume 198, Page 300 of the said Deed Records;

THENCE, along the south line of said Carson Select Investments, LP tract and the north line of said Hanno Guenther tract the following two (2) calls:

South 88 degrees, 53 minutes, 01 seconds, West, a distance of 725.75 feet to a point for corner;

South 89 degrees, 21 minutes, 35 seconds, West, a distance of 672.71 feet to a 1/2-inch iron rod found for corner at the southernmost southwest corner of said Carson Select Investments, LP tract, the northwest corner of said Hanno Guenther tract and on an east corner of Lot 1, Henk Addition, an addition to Hays County, Texas recorded in Volume 9, Page 27 of the Plat Records of Hays County, Texas;

THENCE, along a west line of said Carson Select Investments, LP tract and the east line of said Lot 1 the following two (2) calls:

North 01 degrees, 54 minutes, 53 seconds, West, a distance of 1,380.52 feet to a point for corner;

North 11 degrees, 35 minutes, 55 seconds, West, a distance of 57.12 feet to a 1/2-inch iron rod found for corner; said point being an ell corner for said Carson Select Investments, LP tract and the northeast corner of said Lot 1;

THENCE, South 89 degrees, 21 minutes, 59 seconds, West, along a south line of said Carson Select Investments, LP tract and the north line of said Lot 1, a distance of 1,911.07 feet to a 12-inch Creosote Post found for corner on the said east line of Francis Harris Lane; said point also being the westernmost southwest corner of said Carson Select Investments, LP tract;

THENCE, along the said east line of Francis Harris Lane and the west line of said Carson Select Investments, LP tract the following six (6) calls:

North 07 degrees, 38 minutes, 52 seconds, West, a distance of 2,009.55 feet to a point for corner;

North 07 degrees, 19 minutes, 17 seconds, West, a distance of 1,051.80 feet to a point for corner;

North 07 degrees, 33 minutes, 42 seconds, West, a distance of 325.69 feet to a point for corner;

North 07 degrees, 23 minutes, 05 seconds, West, a distance of 734.13 feet to a 60D nail with washer stamped "BYRN" in a cedar post found for corner;

North 01 degree, 55 minutes, 27 seconds, West, a distance of 201.46 feet to a point for corner;

North 01 degree, 55 minutes, 24 seconds, West, a distance of 1,861.34 feet to the **POINT OF BEGINNING**;

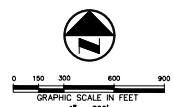
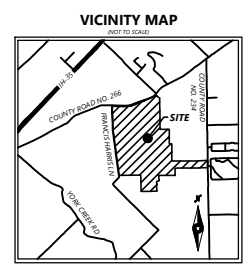
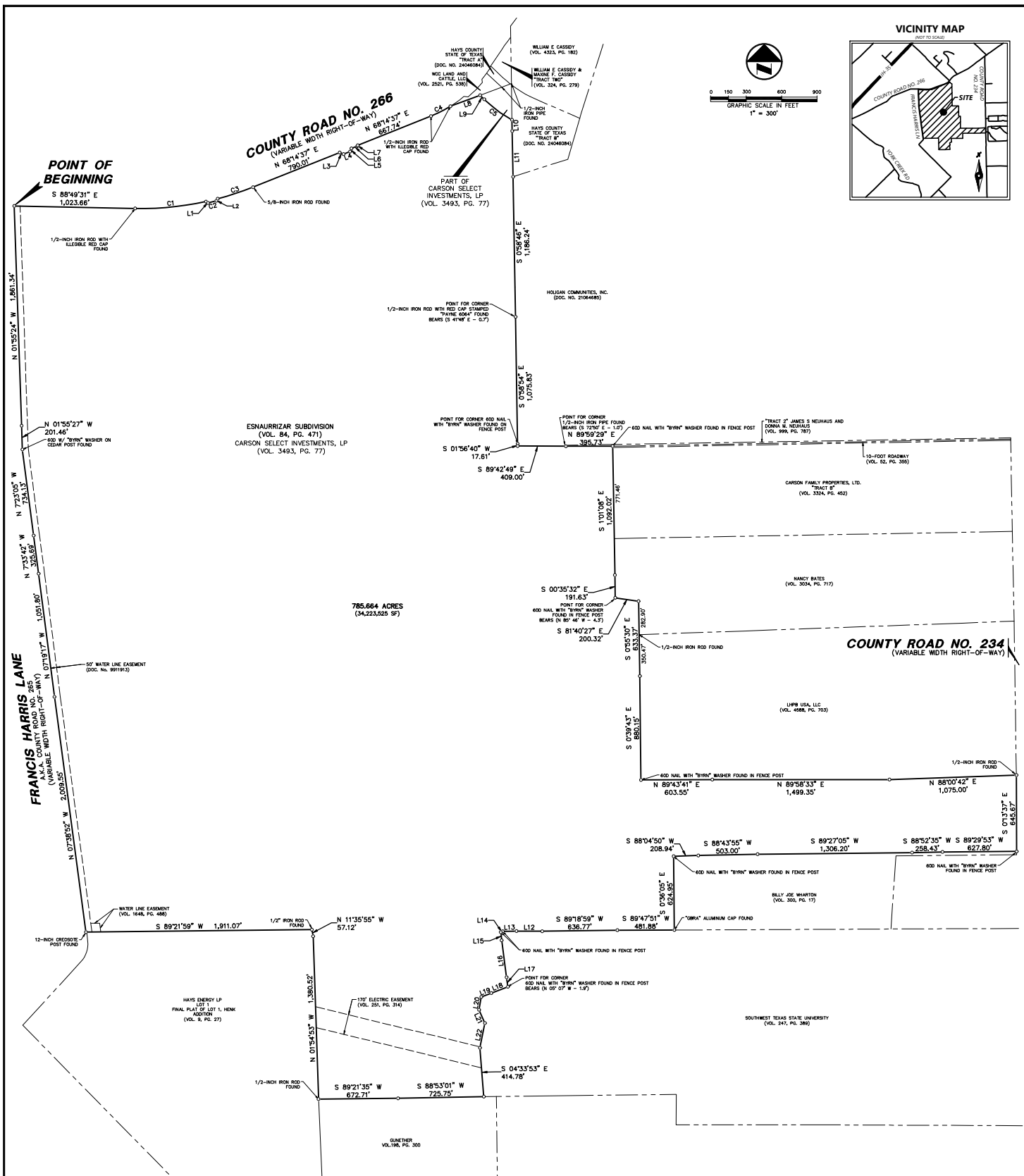
CONTAINING: 785.664 acre or 34,223,525 square feet of land, more or less.

Luis M. Gonzalez

05/12/2025

Luis M. Gonzalez Date
Registered Professional Land Surveyor No. 6793
Westwood Professional Services, Inc.
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10074301





LINE TABLE

LINE	BEARING	LENGTH
L1	S 89°49'31" E	1,023.66'
L2	N 01°56'27" W	201.46'
L3	N 73°30'05" W	754.13'
L4	N 73°14'07" W	358.66'
L5	N 07°31'17" W	1,051.80'
L6	N 07°38'52" W	2,009.55'
L7	N 07°38'52" W	2,009.55'
L8	N 07°38'52" W	2,009.55'
L9	N 07°38'52" W	2,009.55'
L10	N 07°38'52" W	2,009.55'
L11	N 07°38'52" W	2,009.55'
L12	N 07°38'52" W	2,009.55'
L13	N 07°38'52" W	2,009.55'
L14	N 07°38'52" W	2,009.55'
L15	N 07°38'52" W	2,009.55'
L16	N 07°38'52" W	2,009.55'
L17	N 07°38'52" W	2,009.55'
L18	N 07°38'52" W	2,009.55'
L19	N 07°38'52" W	2,009.55'
L20	N 07°38'52" W	2,009.55'
L21	N 07°38'52" W	2,009.55'
L22	N 07°38'52" W	2,009.55'

LINE TABLE

LINE	BEARING	LENGTH
L1	S 89°49'31" E	1,023.66'
L2	N 01°56'27" W	201.46'
L3	N 73°30'05" W	754.13'
L4	N 73°14'07" W	358.66'
L5	N 07°31'17" W	1,051.80'
L6	N 07°38'52" W	2,009.55'
L7	N 07°38'52" W	2,009.55'
L8	N 07°38'52" W	2,009.55'
L9	N 07°38'52" W	2,009.55'
L10	N 07°38'52" W	2,009.55'
L11	N 07°38'52" W	2,009.55'
L12	N 07°38'52" W	2,009.55'
L13	N 07°38'52" W	2,009.55'
L14	N 07°38'52" W	2,009.55'
L15	N 07°38'52" W	2,009.55'
L16	N 07°38'52" W	2,009.55'
L17	N 07°38'52" W	2,009.55'
L18	N 07°38'52" W	2,009.55'
L19	N 07°38'52" W	2,009.55'
L20	N 07°38'52" W	2,009.55'
L21	N 07°38'52" W	2,009.55'
L22	N 07°38'52" W	2,009.55'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	175°42'31"	2,500.00	464.13	303.49	N 84°21'18" E	602.72
C2	126°12'31"	2,500.00	71.77	35.89	N 70°27'40" E	71.77
C3	75°45'34"	2,500.00	315.17	157.79	N 74°07'04" E	314.87
C4	10°08'10"	1,000.00	185.75	93.12	N 83°07'32" E	185.51
C5	142°07'12"	1,500.00	283.30	147.43	S 83°17'30" E	282.52

SURVEYOR'S CERTIFICATE

I, John David Carson, and

The plot of survey hereto is a representation of the property as determined from an actual on-the-ground survey conducted by me or under my supervision. This survey has been performed in accordance with the Texas Board of Professional Engineers and Land Surveyors "Rules and Rules". The lines and dimensions of said property are as indicated by the plot. As of this date, I, the undersigned, have no knowledge of or have been advised of any known or apparent intrusions, prohibitions, conflicts, or encroachments against the above.

The preceding declaration is made to the original purchaser of this survey and is not transferable to additional institutions or subsequent owners.

Date of Plot or Map: May 12, 2025.

John D. Carson
 John D. Carson
 Professional Land Surveyor
 No. 4793
 www.jdcsls.com



GENERAL NOTES

1. Bearings are based on the North American Datum of 1983 (2011 adjustment), Texas State Plane Coordinate System for the South Central Zone, AZM.

EXHIBIT
785.664 ACRES
 PART OF ESNAURIZAR SUBDIVISION
 BEING PART OF CARLSON SELECT INVESTMENTS, LP
 AND BEING OUT OF THE ANTONIO MARIA
 ESNAURIZAR SURVEY, ABSTRACT NO. 6 AND THE
 THOMAS BELL SURVEY, ABSTRACT NO. 47
 HAYS COUNTY, TEXAS

Westwood
 Westwood Professional Services, Inc.
 7887 RAMBLER ROAD SUITE 1408
 DALLAS, TX 75231
 972.255.3031
 www.westwood-survey.com

TEPELS, ENGINEERING FIRM NO. 11756
 TEPELS, SURVEYING FIRM NO. 10074301

DATE MAY 02/25
 JOB NUMBER 0057654.03

Exhibit B

Conceptual Land Use Plan

(PDF OF CONCEPT PLAN WILL BE INSERTED INTO FINAL DOCUMENT)

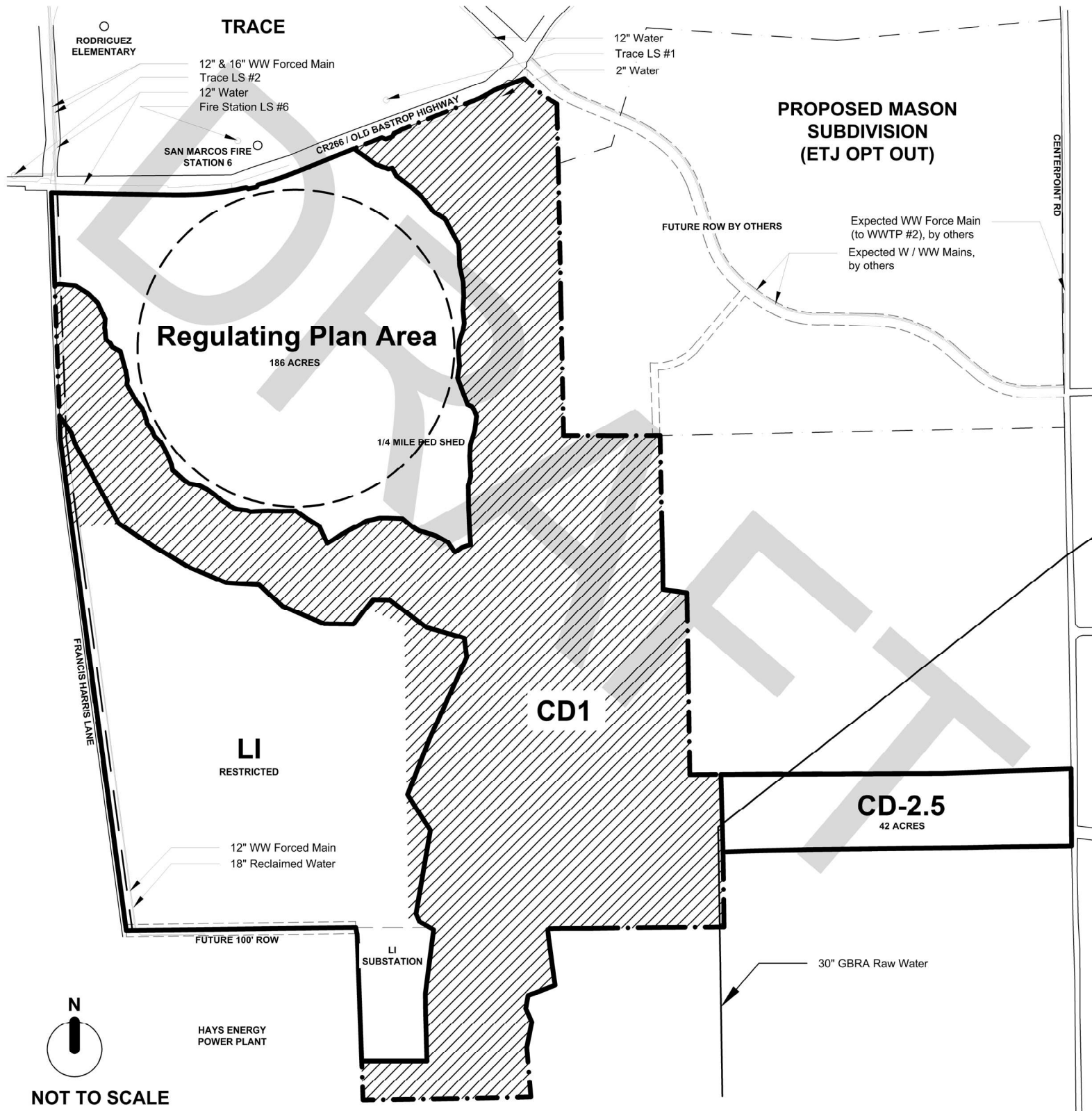


Table 1.03 - Planning Area District Allocation

Zoning Description	Initial		Final %		Final Acres	
	%	Acres	Min	Max	Min	Max
Light Industrial (LI)	23.39%	183.76	23.39%		183.76	
Character District 1 (CD-1)	47.57%	373.75	47.57% + Below		373.75 + Below	
Character District 2.5 (CD 2.5)	5.37%	42.18	5.37%		42.18	
Regulating Plan Area	23.67%	185.98				
Character District 1 or 2	-	-	2.43%	23.67%	19.09	185.98
Character District 3 or 4	-	-	0.00%	21.24%	0.00	166.89
Character District 5	-	-	0.00%	5.00%	0.00	39.28
Total Area	100%	785.66	100%		785.66	

EXHIBIT B - CONCEPTUAL LAND USE PLAN

04.24.2025 | DRAFT - CONFIDENTIAL - SUBJECT TO CHANGE

Exhibit C

Phasing Plan

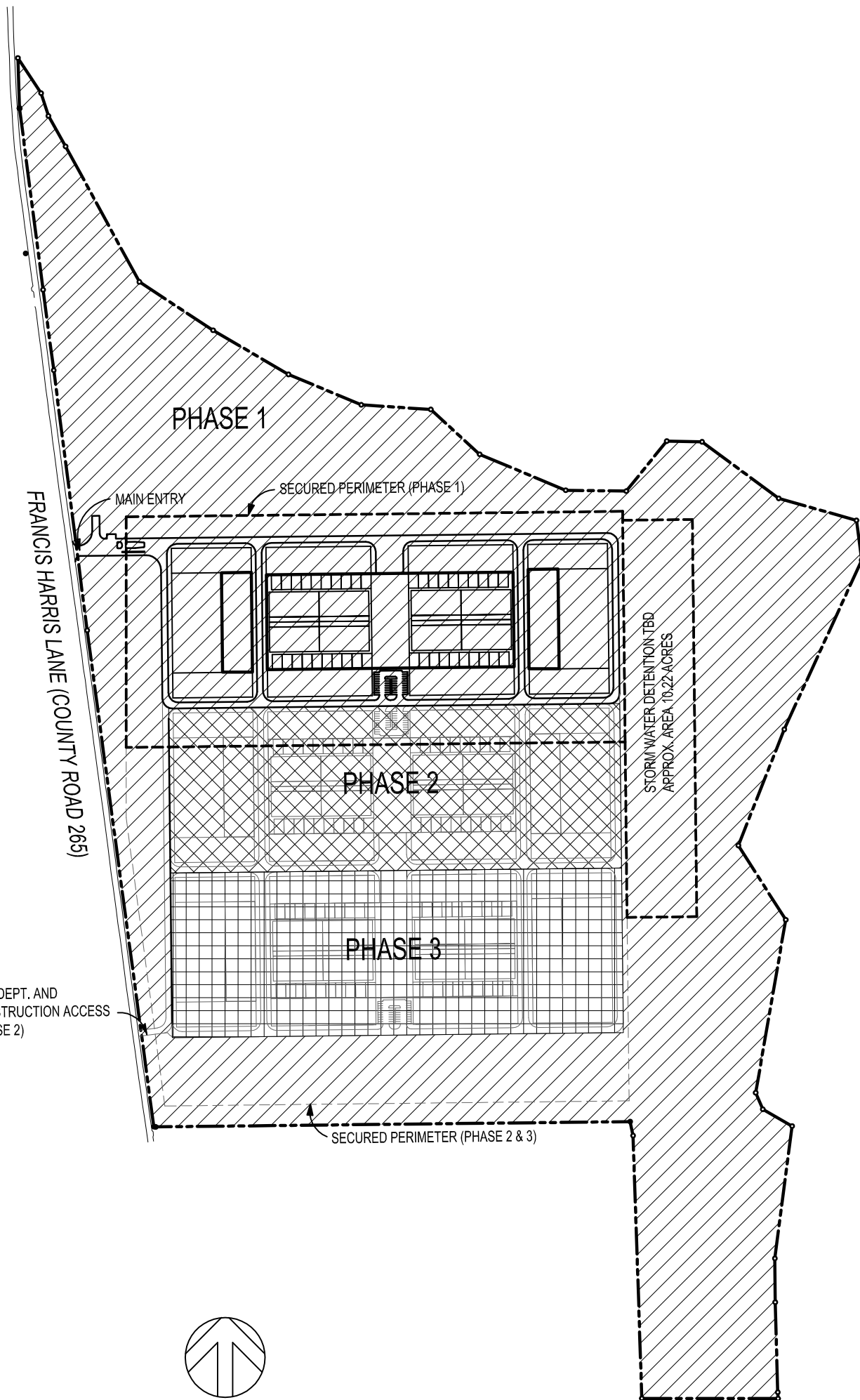


Exhibit D

Land Use Matrix

STAFF WILL INSERT A FULL MATRIX IN FINAL DOCUMENT

Major Utilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	Section 5.1.6.3
Antenna	See Section 5.1.6.3D																					
INDUSTRIAL																						
Light Industrial	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	P	P	--	C	Section 5.1.7.1
Light Manufacturing	--	--	--	--	--	--	--	C	--	--	--	--	--	--	P	P	P	P	P	--	C	Section 5.1.7.2

LEGEND						
P	Permitted Use	L	Limited Use	C	Conditional Use	-- Uses Not Permitted

5-6 San Marcos Development Code Amended: November 3, 2021

USE REGULATIONS

CHAPTER 5

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS					CHARACTER DISTRICTS							SPECIAL DISTRICTS					DEFINITION USE STANDARDS
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.2	ND-3.5	ND-4	N-CM	CD-1	CD-2	CD-2.5	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	CM	
Vehicle Service, as listed below:																						Section 5.1.7.3
Car Wash	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (minor)	--	--	--	--	--	--	--	--	C	--	--	--	--	--	P	P	P	P	P	--	C	Section 5.1.7.3
Vehicle repair (major)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	C	Section 5.1.7.3
Warehouse & Distribution	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	C	Section 5.1.7.4
Waste-Related service	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	--	Section 5.1.7.5
Wholesale trade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.6
Self Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	Section 5.1.7.7
Research and Development	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	P	P	P	--	C	Section 5.1.7.8
Wrecking/Junk Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	Section 5.1.7.9

LEGEND						
P	Permitted Use	L	Limited Use	C	Conditional Use	-- Uses Not Permitted

(Ord. No. 2020-60, 9-1-2020; Ord. No. 2021-47, 8-3-21)