

AGREEMENT FOR THE PROVISION OF SERVICES

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

Date: September 7, 2021

Owner: Bryan Lee, LCSM Ph. 3, LLC, 303 Colorado, Ste. 2300, Austin, TX 78701

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

Property: As described in Exhibit A.

1. The Owner has petitioned the City and the City has elected to annex the Property into the corporate limits of the City. Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City enter this agreement (the "Agreement") for the provision of services to the Property when annexed.

2. By this Agreement, the Owner affirms its consent to such annexation of the Property by the City pursuant to the terms of a development agreement with the City 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).

[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:

Bryan Lee, LCSM Ph. 3, LLC

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

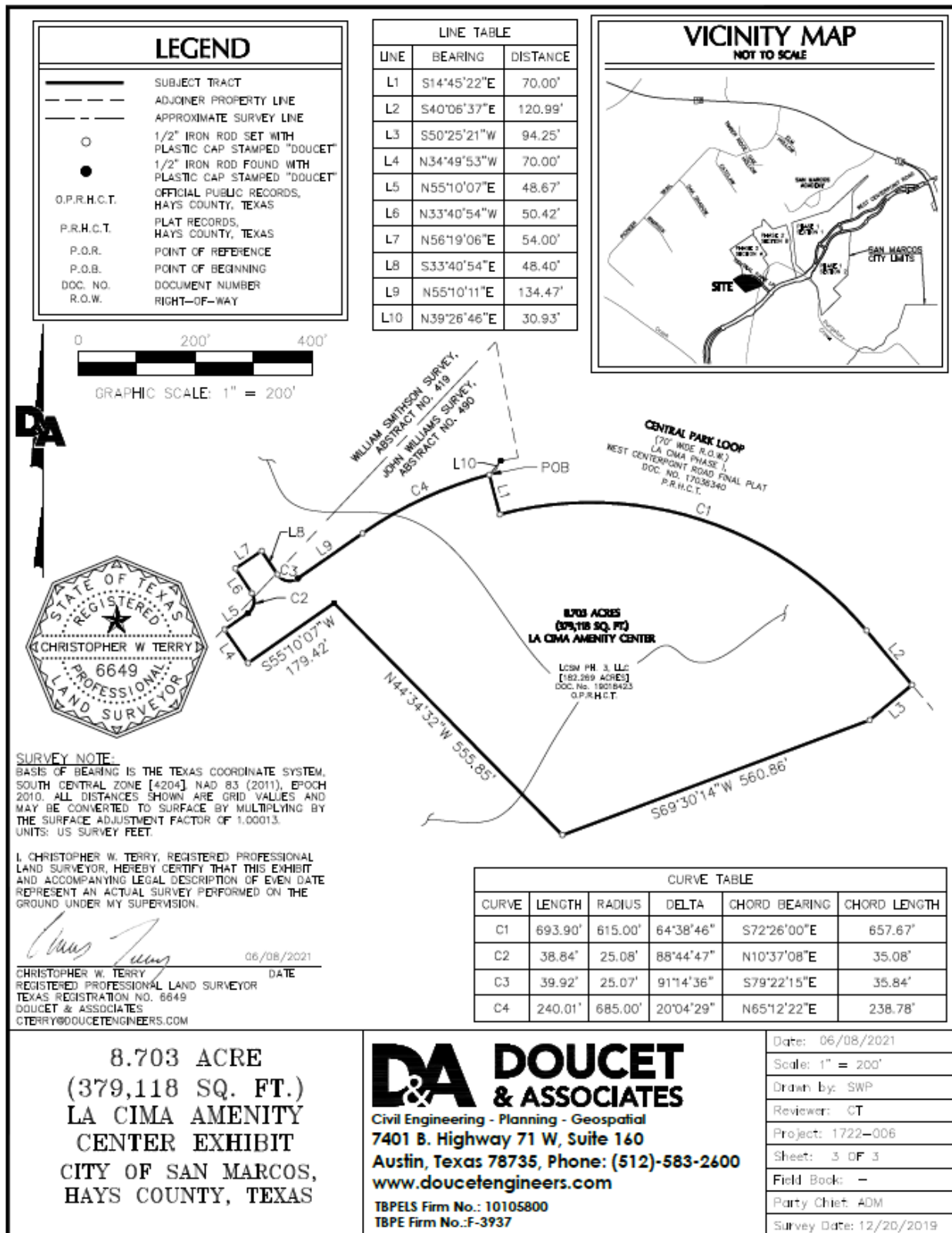




EXHIBIT A

Exhibit " — "

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

La Cima Phase 3 Amenity Center
Hays County, Texas

D&A Job No. 1722-006
June 8, 2021

DESCRIPTION 8.703 ACRE TRACT

BEING A 8.703 ACRE [379,118 SQ. FT.] TRACT PARTIALLY OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT NUMBER 490, AND PARTIALLY OUT OF THE WILLIAM SMITHSON SURVEY, ABSTRACT NUMBER 419, HAYS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 182.269 ACRE TRACT, DESCRIBED TO LCSM PH. 3, LLC, AS RECORDED IN DOCUMENT NUMBER 19018423 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 8.703 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with cap stamped "Doucet" found for an internal corner of said 182.269 acre tract, same being in the north right-of-way line of Central Park Loop, a 70-foot wide right-of-way recorded in Document Number 17036340 of the Plat Records of Hays County, Texas [P.R.H.C.T.], from which a 1/2" iron rod with cap stamped "Doucet" found for a west corner of La Cima Phase 2, Section A, and recorded in Document Number 20016922, [P.R.H.C.T.] bears N39°26'46"E, a distance of 30.93 feet;

THENCE continuing with the common line of said 182.269 acre tract and said Central Park Loop right-of-way, the following three (3) courses and distances:

- 1) S14°45'22"E, a distance of 70.00 feet to a 1/2" iron rod with cap stamped "Doucet" set and for the beginning of a curve to the right,
- 2) With said curve to the right, defined by an arc length of 639.90 feet, a radius of 615.00 feet, a delta angle of 64°38'46", and a chord which bears S72°26'00"E, a distance of 657.67 feet to a 1/2" iron rod with cap stamped "Doucet" set, and
- 3) S40°06'37"E, a distance of 120.99 feet to a 1/2" iron rod with cap stamped "Doucet" set;

THENCE departing the common line of said 182.269 acre tract and said Central Park Loop right-of-way, and continuing over and across said 182.269 acre tract, the following thirteen (13) courses and distances:

- 1) S50°25'21"W, a distance of 94.25 feet to a 1/2" iron rod with cap stamped "Doucet" set;
- 2) S69°30'14"W, a distance of 560.86 feet to a 1/2" iron rod with cap stamped "Doucet" set;
- 3) N44°34'32"W, a distance of 555.85 feet to a 1/2" iron rod with cap stamped "Doucet" found;
- 4) S55°10'07"W, a distance of 179.42 feet to a 1/2" iron rod with cap stamped "Doucet" set;
- 5) N34°49'53"W, a distance of 70.00 feet to a 1/2" iron rod with cap stamped "Doucet" set;
- 6) N55°10'07"E, a distance of 48.67 feet to a 1/2" iron rod with cap stamped "Doucet" found and for the beginning of a curve to the left
- 7) With said curve to the left, defined by an arc length of 38.84 feet, a radius of 25.08 feet, a delta angle of 88°44'47", and a chord which bears N10°37'08"E, a distance of 35.08 feet to a 1/2" iron rod with cap stamped "Doucet" set,

(CONTINUED ON NEXT PAGE)



- 8) N33°40'54"W, a distance of 50.42 feet to a 1/2" iron rod with cap stamped "Doucet" set;
- 9) N56°19'06"E, a distance of 54.00 feet to a 1/2" iron rod with cap stamped "Doucet" set;
- 10) S33°40'54"E, a distance of 48.40 feet to a 1/2" iron rod with cap stamped "Doucet" set and for the beginning of a curve to the left,
- 11) With said curve to the left, defined by an arc length of 39.92 feet, a radius of 25.07 feet, a delta angle of 91°14'36", and a chord which bears S79°22'15"E, a distance of 35.84 feet to a 1/2" iron rod with cap stamped "Doucet" found,
- 12) N55°10'11"E, a distance of 134.47 feet to a 1/2" iron rod with cap stamped "Doucet" set and for the beginning of a curve to the right,
- 13) With said curve to the right, defined by an arc length of 240.01 feet, a radius of 685.00 feet, a delta angle of 20°04'29", and a chord which bears N65°12'22"E, a distance of 238.78 feet to a the **POINT OF BEGINNING** of the tract described herein and containing approximately 8.703 acres [379,118 square feet].

Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values and may be converted to surface by multiplying by the surface adjustment factor of 1.00013. Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying exhibit of even date represent an actual survey performed on the ground.

06/08/2021

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
CTerry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

Date



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 not covered by a CCN for water service; however, the City of San Marcos has water lines adjacent to the Property and agrees to make water service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for water service.

b. Wastewater. The Property is not covered by a CCN for wastewater service; however, the City of San Marcos has wastewater lines adjacent to 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, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

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 in the Pedernales Electric Cooperative 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.