

RIGHT OF WAY DEDICATION AGREEMENT

This Right of Way Dedication Agreement (“*Agreement*”) is entered into to be effective as of the ____ day of _____, 2024 (the “*Effective Date*”), by and among (i) CARMA PASO ROBLES LLC, a Texas limited liability company (“*Owner*”), and (ii) CITY OF SAN MARCOS, TEXAS, a home rule municipality of the State of Texas (the “*City*”). Owner and City may be referred to herein, individually, as a “*party*” or collectively, as the “*parties*.”

RECITALS:

A. WHEREAS, Owner is the owner of that certain approximately 35.599-acre tract of land located southwest of the intersection at CR 234 (locally known as Centerpoint Road) and Hunter Road, more particularly described in **Exhibit A**, attached hereto and incorporated herein (“*Owner’s Property*”); and

B. WHEREAS, the City, in partnership with Hays County, Texas, intends to improve CR 234 south of the intersection with Hunter Road and construct a bridge over the railroad that perpendicularly crosses CR 234 south of Owner’s Property (“*CR 234 Improvements*”) and such CR 234 Improvements necessitates increased right of way width along CR 234; and

C. WHEREAS, Owner has agreed to conditionally dedicate, subject to the terms herein, an 0.628-acre portion of the Owner’s Property, being more particularly described and depicted on **Exhibit B** (the “*ROW Tract*”) to the City as public right-of-way for the CR 234 Improvements; and

D. WHEREAS, the City and Owner desire to establish the terms herein related to the conditional dedication of the ROW Tract.

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants and restrictions of the parties herein contained, which each of the parties acknowledges is adequate and sufficient, the parties hereto agree as follows:

1. Dedication of ROW Tract. Subject to the conditions and timing provided in Sections 2 and 3, Owner agrees to dedicate the ROW Tract as public right-of-way to the City in a form substantially similar to **Exhibit D**. In the event the conditions and timing for such dedication are not satisfied as provided herein, Owner will be released from the obligation to dedicate the ROW Tract. Notwithstanding the foregoing, Owner will not be released from the obligation to dedicate right-of-way that would otherwise be required (if any) in accordance with applicable City regulations at the time the Owner’s Property is platted and pursuant to the City’s Master Thoroughfare Plan.

2. Conditions of Dedication. Dedication of the ROW Tract is contingent on the following:

(a) The centerline of CR 234 shall remain substantially in the same location as it currently exists. The Parties acknowledge and agree that construction of CR 234 Improvements may not be initiated for several years. In the meantime, Owner intends to continue pursuing

development of Owner's Property and on properties in the surrounding areas, and, therefore, in order to promote long term planning of the comprehensive development of Owner's properties, Owner shall be entitled to rely on the centerline of CR 234 remaining in its current location (with only minor, *de minimis* adjustments).

(b) The City agrees that the CR 234 Improvements will be designed to include at least two access points, as depicted on **Exhibit C**, more particularly described as follows: (i) one, at-grade access point directly to the main lanes of Centerpoint Road, and (ii) one access point near the east boundary of Owner's Property adjacent to the Union Pacific railroad tracks to provide access to both the Owner's Property and the transmission line easement granted to the Lower Colorado River. Each driveway access shall be designed and constructed in accordance with all applicable state and local regulations.

3. Timing of Dedication. Concurrent with the consideration of this Agreement by the City's City Council, Owner shall deliver to the City an executed, original copy of a dedicatory instrument conveying public right-of-way to the City in a form substantially similar to that template attached hereto as **Exhibit D** ("*Dedication Instrument*"). The right-of-way dedication will contain a restriction providing that the Dedication Instrument and any dedication provided in it shall expire, at Owner's option, if the City or any governmental assignee of the City fails to construct and open for public use at least two (2) lanes for the CR 234 Improvements within and for the entire length of the ROW Tract within thirty (30) years of the effective Date of this Agreement. Upon written notice from the Owner of such termination, the ROW Tract shall revert to any abutting parent tracts. Owner shall be entitled to execute and record an affidavit or other instrument in the Hays County Official Public Records evidencing the expiration of the right-of-way dedication under the above circumstances. Upon request of Owner, City shall join in the execution of any recorded instrument confirming that the dedication instrument is expired.

4. Right of Entry. Prior to the recordation of the Dedication Instrument for the ROW Tract, while still under ownership of Owner, Owner hereby grants the City, its employees, agents, consultants, and contractors, a temporary right of entry on the ROW Tract for purposes strictly related to the design and planning of the CR 234 Improvements ("*Right of Entry*"). The City shall have the right to enter the ROW Tract solely to conduct land and topographical surveying, site inspection, environmental studies, and any other engineering or technical services necessary and directly related to the completion of the design for the CR 234 Improvements. Subject to the terms herein for dedication of the ROW Tract, Owner reserves all rights, titles and interest in and to the ROW Tract. The Right of Entry is granted subject to the following conditions:

(a) The City shall perform the purposes of this Right of Entry at reasonable times and at its own risk and expense. The City shall provide written notice to Owner's authorized representative at least two (2) days prior to each entry onto the ROW Tract for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Right of Entry. The City shall not have the right to enter the Owner's Property for any other purpose other than the purposes described herein.

(b) The City shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not improved. Any digging or

other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by the City. Some trimming of underbrush and branches for access and line of sight surveying is allowable. No accessway to Owner's Property shall be blocked either fully or partially at any time. The City will promptly reimburse Owner for any and all damage to any real or personal property of Owner caused by the City's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives.

(c) The City agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment resulting from the entry to the ROW Tract granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the ROW Tract's physical condition, which are in the City's possession, custody, or control.

(d) To the extent allowed by law, the City agrees to indemnify and hold Owner harmless from any damages or other losses to Owner or third parties resulting from any acts or omissions of the City and its subcontractors and agents, its employees, agents or assigns, in carrying out the purposes of this Right of Entry on the ROW Tract. To the extent allowed by Texas law, the City further agrees that it is responsible, to the exclusion of any such responsibility of Owner, for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

(e) This Right of Entry is irrevocable until recordation of the Dedication Instrument.

5. Expiration. If the City is unable to satisfy the conditions and timing for dedication of the ROW Tract as provided in Sections 2 and 3 of this Agreement within thirty (30) years of the Effective Date, this Agreement is null and void, Owner shall be released from all obligations of such dedication of the ROW Tract without any further action of the City being required, and Owner shall be entitled to execute and record an affidavit or other instrument in the Hays County Official Public Records to effectuate such release so that this Agreement is no longer an encumbrance on title without the consent of the City being required. This provision in no way prohibits or limits the City from exercising eminent domain rights granted by state law, nor does it release Owner from any requirement to dedicate right-of-way in accordance with current applicable regulations.

6. Miscellaneous.

(a) Run with the Land. The agreements, obligations, covenants, and restrictions in this Agreement shall run with the Owner's Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of Owner. Each contract, deed or conveyance of any kind conveying those portions of Owner's Property will conclusively be held to have been executed, delivered, and accepted this Agreement, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

(b) Notice. In the event any party hereunder desires or is required to give any notice to any other party, such notice shall be in writing and shall be deemed given when the notifying party deposits the same in the United States mail, certified mail, return receipt requested, postage prepaid, or delivers said notice by personal or receipted delivery, or by email or other electronic transmission, to the person or entity at the address set forth below such party's signature hereto.

(c) Attorneys' Fees. If any party defaults in the performance of its obligations hereunder, the non-defaulting party(ies) shall be entitled to recover from the defaulting party reasonable attorneys' fees, expenses, and costs of court in enforcing the obligations of the defaulting party.

(d) No Partnership or Agency. This Agreement is not intended, and nothing herein shall be construed, to make the parties hereto partners, co-tenants or joint venturers with each other, or to authorize any party to act as the agent of any other party.

(e) No Oral Modification. This Agreement may not be modified, amended, or altered except by an agreement in writing signed by the parties.

(f) Governing Law. This Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Texas, and the substantive laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue of any case or controversy arising under or pursuant to this Agreement shall lie in Hays County, Texas.

(g) Severability. If any covenant, provision, or agreement of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision, or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(h) Entire Agreement. This Agreement embodies the entire agreement between the parties, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof.

(i) Binding Effect and Assignment. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

(j) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterparts.

CITY:

City of San Marcos, Texas,
a home-rule municipal corporation

By: _____
Stephanie Reyes, City Manager

Date: _____

Notice Address: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024 Stephanie Reyes, City Manager of the City of San Marcos, Texas, a home-rule municipal corporation.

Notary Public, State of Texas

(SEAL)

APPROVED AS TO FORM:

By _____

Name: _____

Title: City Attorney

EXHIBIT A

Property Description



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

55.400 ACRES (TRACT 11) HAYS COUNTY, TEXAS

A DESCRIPTION OF 55.400 ACRES OUT OF THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, IN HAYS COUNTY, TEXAS, BEING A PORTION OF A 995.14 ACRE TRACT DESCRIBED IN A DEED TO LOWMAN RANCH, LTD., DATED JUNE 3, 1967 AND RECORDED IN BOOK 218, PAGE 594 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 55.400 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TxDOT Type II disk found at a point of curvature of a non-tangent curve in the southeast right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies), 65 feet left of engineer's centerline station 251+06.81, same being a point of curvature of a non-tangent curve in the southeast line of a 0.280 acre tract described in a deed to the State of Texas, of record in Volume 1749, Page 161 of the Official Public Records of Hays County, Texas;

THENCE with the southeast right-of-way line of F.M. 2439, same being the southeast line of the said 0.280 acre tract, the following two (2) courses and distances:

1. North 47°04'30" East, a distance of 287.89 feet to a 1/2" rebar with cap set;
2. South 89°23'13" East, a distance of 31.54 feet to a 1/2" rebar with plastic "PBS&J" cap found at the west corner of a 0.39 acre tract described in a deed to Hays County, of record in Volume 2566, Page 885 of the Official Public Records of Hays County, Texas, same being in the southwest right-of-way line of Centerpoint Road (County Road No. 234, right-of-way width varies);

THENCE with the southwest line of the said 0.39 acre tract, same being the southwest right-of-way line of Centerpoint Road, the following two (2) courses and distances:

1. South 45°44'53" East, a distance of 777.45 feet to a 1/2" rebar with plastic "PBS&J" cap found;
2. South 45°30'51" East, a distance of 48.65 feet to a 1/2" rebar with cap set in the northwest right-of-way line of the Union Pacific Railroad (212' right-of-way width), described in Volume 2056, Page 535 of the Official Public Records of Hays County, Texas;

THENCE South 46°38'59" West, with the northwest right-of-way line of the Union Pacific Railroad, a distance of 2607.65 feet to a 1/2" rebar with cap set in the southwest line of

the said 995.14 acre tract, same being the northeast line of a 17.86 acre tract described in a deed of record in Book 276, Page 322 of the Deed Records of Hays County, Texas, from which a fence post found bears South 45°27'58" East, a distance of 1.47 feet;

THENCE North 45°27'58" West, with the southwest line of the 995.14 acre tract, same being the northeast line of the said 17.86 acre tract, a distance of 1095.36 feet to a 1/2" rebar with aluminum cap found at the north corner of the 17.86 acre tract, same being in the curving southeast right-of-way line of F.M. 2439, from which a concrete highway monument found 40 feet left of engineer's centerline station 276+56.9 bears South 44°37'51" West, a distance of 220.33 feet, also from which another concrete highway monument found 40 feet right of engineer's centerline station 281+55.9 bears South 50°15'18" West, a distance of 724.02 feet, also from which another concrete highway monument found 40 feet right of engineer's centerline station 276+56.9 bears South 64°28'30" West, a distance of 235.63 feet;

THENCE with the southeast right-of-way line of F.M. 2439, the following four (4) courses and distances:

1. Along a curve to the right, having a radius of 5689.65 feet, at an arc length of 64.78 feet passing a concrete highway monument found 40 feet left of engineer's centerline station 273+70.2, from which a another concrete highway monument found 40 feet right of engineer's centerline station 273+70.2 bears North 43°32'03" West, a distance of 80.00 feet, and continuing for a total arc length of 66.31 feet, and a chord which bears North 46°04'22" East, a distance of 66.31 feet to a 1/2" rebar with cap set for a point of tangency;
2. North 46°24'24" East, a distance of 846.88 feet to a 1/2" rebar with cap set for a point of curvature, from which a concrete highway monument found 40 feet right of engineer's centerline station 265+19.7 bears North 42°05'59" West, a distance of 80.03 feet;
3. Along a curve to the right, having a radius of 1870.08 feet, an arc length of 440.14 feet, and a chord which bears North 53°08'58" East, a distance of 439.13 feet to a 1/2" rebar with cap set for a point of tangency;
4. North 59°53'31" East, at a distance of 1.50 feet passing a 1/2" rebar with aluminum cap found, from which a concrete highway monument found 40 feet right of engineer's centerline station 260+70.8 bears North 30°07'30" West, a distance of 80.00 feet, at a distance of 21.87 feet passing a 5/8" rebar found, and continuing for a total distance of 79.74 feet to a 1" iron pipe found at the west corner of a 4.918 acre tract described in a deed of record in Volume 1245, Page 850 of the Official Public Records of Hays County, Texas, from which a concrete highway monument found 40 feet right of engineer's centerline station 255+36.7 bears North 49°56'07" East, a distance of 462.69 feet;

THENCE with the south and east lines of the said 4.918 acre tract, the following four (4)

courses and distances:

1. South 40°17'22" East, a distance of 179.76 feet to a 1/2" rebar with aluminum cap found;
2. South 72°38'03" East, a distance of 255.90 feet to a 1" iron pipe found;
3. North 52°22'00" East, a distance of 509.88 feet to a 1/2" rebar with aluminum cap found;
4. North 36°18'30" West, a distance of 306.22 feet to a 1/2" rebar with cap set in the curving southeast right-of-way line of F.M. 2439, same being the south corner of the said 0.280 acre tract, also being the east corner of a 0.011 acre tract described in a deed to the State of Texas, of record in Volume 1737, Page 119 of the Official Public Records of Hays County, Texas, from which a TxDOT Type II disk found bears South 58°12'47" West, a chord distance of 185.92 feet;

THENCE with the southeast right-of-way line of F.M. 2439, same being the southeast line of the 0.280 acre tract, along a curve to the left, having a radius of 3677.11 feet, an arc length of 217.96 feet, and a chord which bears North 55°03'59" East, a distance of 217.93 feet to the **POINT OF BEGINNING**, containing 55.400 acres of land, more or less.

Surveyed on the ground December 18, 2007. Bearing Basis: Grid azimuth for Texas South Central Zone state plane coordinates, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Drawing 500-003-BD11. Caps placed on set rebars are plastic, stamped "Chaparral Boundary".


James Redmon
Registered Professional Land Surveyor
State of Texas No. 5848

1-12-07



SAVE AND EXCEPT

A METES AND BOUNDS DESCRIPTION OF A 19.801 ACRE TRACT OF LAND

BEING a 19.801 acre (862515 square feet) tract of land situated in the Edward Burleson Survey No. 18, Abstract No. 63, City of San Marcos, Hays County, Texas; containing a portion of that certain 55.400 acre tract described in instrument to Carma Paso Robles LLC in Volume 3122 Page 369 of the Official Public Records of Hays County, and portion of that certain 4.894 acre tract described in instrument to Carma Paso Robles LLC in in Volume 3122 Page 376 of the Official Public Records of Hays County; and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped **CHAPARRAL BOUNDARY** found on the southeasterly line of Hunter Road – FM 2439 (80 foot wide public-right-of-way), marking the north corner the said 4.894 acre tract and a northwesterly exterior corner of the said 55.400 acre tract;

THENCE, South 36°18'13" East, 305.83 feet to a 2-inch aluminum disc stamped "Kent McMillan RPLS 1341 found marking the southeast corner of the said 4.894 acre tract and an interior corner of the said 55.400 acre tract;

THENCE, South 02°29'03" West, 352.68 feet, crossing the said 55.400 acre tract to the **POINT OF BEGINNING**, a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner on the easterly line of the herein described tract;

THENCE, crossing the said 55.400 acre tract the following six (5) courses and distances;

1. South 45°27'58" East, 308.80 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the east corner of the east corner of the herein described tract;
2. South 44°32'02" West, 200.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 45°27'58" West, 273.10 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. South 44°32'02" West, 889.00 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the south corner of the herein described tract;
5. North 45°27'59" West, 842.68 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set on the aforesaid southeast line of Hunter Road for the west corner of the herein described tract; said set rod bears South 46°24'24" West, 846.88 feet to Type I concrete monument found for a point of curvature, also being a 2-inch aluminum disc stamped "Kent McMillan RPLS 1341 found marking the west corner of the said 55.400 acre tract bears South 46°20'21" West, 678 feet;

THENCE, along the southeasterly line of said Hunter Road the following four (4) courses and distances:

1. North 46°29'29" East 234.61 feet along the to a 1/2-inch Iron rod with cap stamped "CHAPARRAL BOUNDARY" found for a point for corner;
2. in a northeasterly direction with a non-tangent curve turning to the right with a radius of 1876.72 feet, having a chord bearing of North 53°10'22" East and a chord distance of 440.69, having a central angle of 13°29'07" and an arc length of 441.71 feet, to a 2-inch aluminum disc stamped "Kent McMillan RPLS 1341" found for a point of tangency;
3. North 59°53'33" East, 78.16 feet long the southeasterly right-of-way of Hunter Road to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
4. North 59°51'18" East, 223.17 feet along the southeasterly right-of-way of Hunter Road to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for the north corner of the herein described tract;

THENCE, South 56°34'26" 665.58 feet crossing the said 4.894 acre tract and the said 55.400 acre tract to the **POINT OF BEGINNING** and containing 19.081 acres in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid South Central Zone (FIPS4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

 12-1-21

John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com



FIELD NOTES
FOR

A 0.628 ACRE OR 27,337 SQUARE FOOT TRACT OF LAND SITUATED IN THE EDWARD BURLESON SURVEY, SECTION 18, ABSTRACT NO. 63, BEING OUT OF A CALLED 55.400 ACRE TRACT OF LAND CONVEYED TO CARMA PASO ROBLES, LLC, RECORDED IN VOLUME 3122, PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. SAID 0.628 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH-CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00:

BEGINNING at a ½" iron rod found on the intersection of Hunter Road, a variable width right-of-way, and Center Point Road, a variable width-right-of-way, same being the northernmost northeast corner of said 55.400 acre tract for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, departing the south right-of-way line of said Hunter Road, with the west right-of-way line of said Center Point Road, same being the east boundary line of said 55.400 acre tract, the following three (3) courses and distances:

1. **S 89°23'13" E**, a distance of **31.54 feet** to an iron rod with cap marked "PBS&J" found for an angle point hereof,
2. **S 45°44'53" E**, a distance of **777.45 feet** to an iron rod with cap marked "PBS&J" found for an angle point hereof, and
3. **S 45°30'51" E**, a distance of **48.65 feet** to a ½" iron rod found on the north right of-way line of Union Pacific Railroad, a variable width right-of-way, recorded in Volume 2065, Page 535 of said Official Public Records, same being the southeast corner of said 55.400 acre tract for the southeast corner hereof,

THENCE S 46°22'34" W, departing the west right-of-way line of said Center Point Road, with the north right-of-way line of said Union Pacific Railroad, same being the south boundary line of said 55.400 acre tract, a distance of **38.30 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for the southwest corner hereof;

THENCE, departing the north right-of-way line of said Union Pacific Railroad, through the interior of said 55.400 acre tract, the following four (4) courses and distances:

1. **N 45°46'12" W**, a distance of **478.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
2. **N 40°19'47" W**, a distance of **228.53 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
3. **N 45°46'12" W**, a distance of **114.83 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and

4. **N 89°16'03" W**, a distance of **38.94 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the south right-of-way line of said Hunter Road, same being the north boundary line of said 55.400 acre tract for the northwest corner hereof,

THENCE N 47°04'30" E, with the south right-of-way line of said Hunter Road, same being the north boundary line of said 55.400 acre tract, a distance of **22.19 feet** to the **POINT OF BEGINNING** and containing 0.628 acres in Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc., under Job No. 50848-54.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: June 24, 2024
Job No.: 50848-54
DOC. ID. H:\Survey\CIVIL\50848-54\Word\FN50848-54_0.628Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

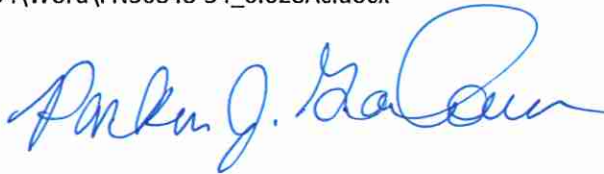
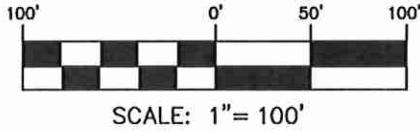


EXHIBIT OF

A 0.628 ACRE OR 27,337 SQUARE FOOT TRACT OF LAND SITUATED IN THE EDWARD BURLESON SURVEY, SECTION 18, ABSTRACT NO. 63, BEING OUT OF A CALLED 55.400 ACRE TRACT OF LAND CONVEYED TO CARMA PASO ROBLES, LLC, RECORDED IN VOLUME 3122, PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



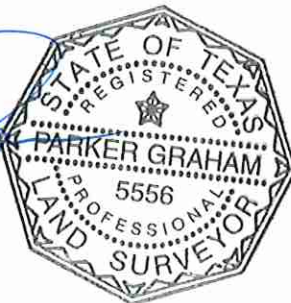
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°23'13"E	31.54'
L2	S45°30'51"E	48.65'
L3	S46°22'34"W	38.30'
L4	N89°16'03"W	38.94'
L5	N47°04'30"E	22.19'

A CALLED 55.400 ACRE TRACT
OWNER: CARMA PASO ROBLES, LLC
VOL. 3122, PG. 369 (O.P.R.)

0.628 ACRES
(27,337 SQUARE FEET)

EDWARD BURLESON
SECTION NO. 18
ABSTRACT NO. 63

Parker J. Graham



LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- DOC. DOCUMENT
- NO. NUMBER
- FD. FOUND
- I.R. IRON ROD
- P.O.B. POINT OF BEGINNING
- SET IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON"
- FOUND IRON ROD (AS NOTED)

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

HUNTER ROAD
(VARIABLE WIDTH RIGHT OF WAY)

P.O.B.
FD. ½" I.R.

Exhibit B

L5
L4
FD. I.R. (PBS&J)

N45°46'12"W
114.83'

N40°19'47"W 228.53'

CENTER POINT ROAD
(VARIABLE WIDTH RIGHT OF WAY)

S45°44'53"E 777.45'

N45°46'12"W 478.02'

CENTER POINT ROAD
(VARIABLE WIDTH RIGHT OF WAY)

FD. I.R. (PBS&J)

L2

L3 FD. ½" I.R.

UNION PACIFIC RAILROAD
(VARIABLE WIDTH RIGHT OF WAY)
VOL. 2065, PG. 535 (O.P.R.)





CENTERPOINT EXPANSION EXHIBIT

[illegible]

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

RIGHT-OF-WAY DEDICATION

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	§	

That **CARMA PASO ROBLES, LLC**, a Texas limited liability company (“Grantor”), whose address is 9600 N Mopac Expressway, Suite 750, Austin, Travis County, Texas 78759, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF SAN MARCOS, TEXAS**, a Texas home rule municipality (“Grantee”), whose mailing address is 630 East Hopkins Street, San Marcos, Hays County, Texas, 78666, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee as for public use the real property (the “Property”) described in Exhibit “A” and identified on the map in Exhibit “B”, attached hereto and incorporated herein, for the construction, reconstruction, operation and maintenance of public streets and public utilities, and for making connections thereto, and together with all necessary appurtenances thereto, including, but not limited to, the road improvements, traffic control devices, signs and similar facilities, sidewalks and ground-level and below-ground public utilities and facilities, or any other public purpose authorized by Texas Local Government Code §273.001 and deemed necessary.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as (1) the Property is used for public right-of-way associated with the improvement and expansion of existing County Road 234 and (2) the Grantee complies with the conditions of dedication established by that certain Right of Way Dedication Agreement between the Grantor and Grantee, dated _____, 2024, and recorded as Document # _____ in the Official Public Records of Hays County, Texas (“Dedication Agreement”). If Grantee fails to comply with the Dedication Agreement and/or fails to complete construction and open for public use at least two new lanes (in addition to those lanes existing as of the date of this Dedication) of a public roadway on the Property by _____, 2054, upon written notice from Grantor to Grantee, all rights, title, and interest conveyed by this instrument in all or any portion of this Property shall revert to and vest in Grantor, Grantor’s heirs, successors, and assigns, without the necessity of any further act on the part of or on behalf of the Grantor, it being the intent of Grantor to convey a determinable estate to the Grantee.

TO HAVE AND TO HOLD the above-described Property for said public street, utility, and other valid public purpose unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor, but not otherwise.

SIGNED and effective this _____ day of _____, 2024.

GRANTOR:

CARMA PASO ROBLES, LLC,
a Texas limited liability company

By: _____
Chad Matheson, Chief Financial Officer

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024 by Chad Matheson, Chief Financial Officer of Cara Paso Robles, LLC, a Texas limited partnership, on behalf of said limited liability company.

Notary State of _____

Acknowledged and Accepted by Grantee:

CITY OF SAN MARCOS, TEXAS,
a home-rule municipal corporation

By: _____
Stephanie Reyes, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024 Stephanie Reyes,
City Manager of the City of San Marcos, Texas, a home-rule municipal corporation.

Notary Public, State of Texas