

## **CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

As of June 7, 2022 (the “*Effective Date*”), this Chapter 380 Economic Development Incentive Agreement (the “*Agreement*”) is entered into between the City of San Marcos, Texas (the “*City*”), a Texas municipal corporation, and Hill Country Group, LLC, a Texas limited liability company doing business as Hill Country Studios (“*Company*”). The City and Company may also be referred to collectively as the “*Parties*” or individually as a “*Party*.”

### **ARTICLE I RECITALS**

**Section 1.01.** Company plans to develop a state-of-the-art motion picture studio facility to be located on approximately 209 acres of land within the La Cima development (as further defined herein, the “Project”).

**Section 1.02.** The Company has requested financial incentives from the City to facilitate locating such Company facilities and business activities to the City.

**Section 1.03.** Locating such Company facilities and business activities to the City would benefit the City by creating new jobs and generating revenues for the City from the addition of personal property inventory and improvements to real property, each of which is subject to ad valorem tax assessment.

**Section 1.04.** The City is authorized under Chapter 380 of the Texas Local Government Code to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the City.

**Section 1.05.** The City has determined that providing economic development incentives to Company under this Agreement will promote local economic development and stimulate business and commercial activity in the City.

**Section 1.06.** For the reasons stated in these Recitals, which are incorporated into and made a part of this Agreement, and in consideration of the mutual benefits to and promises of the Parties set forth herein, the Parties enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

## **ARTICLE II DEFINITIONS**

**Section 2.01.** “*Additional Property Taxes*” are the City’s share of the ad valorem taxes received from the Hays County Tax Assessor-Collector each calendar year during the Term on the value of all Personal Property and Real Property Improvements on the Land in excess of the Base Tax Year Value.

**Section 2.02.** “*Base Tax Year Value*” means the ad valorem tax value, as established by the Hays County Appraisal District, of the Real Property Improvements and Personal Property on the Land as of January 1, 2022.

**Section 2.03.** “*Business*” means the business activities of Company conducted in the City on the Land, including, but not limited to the continuous operation of a motion picture studio that will include 12 sound stages, at least two of which will be equipped with state-of-the-art virtual production stages, four workshops, backlots, production offices and a commissary, together with the creation and maintenance of the Minimum Jobs Requirement under Section 3.03.

**Section 2.04.** “*Grant Payments*” means the City’s reimbursement payments to Company once per calendar year during the Term of an amount equal to a percentage of the Additional Property Taxes generated from the Land as outlined in Section 4.02.

**Section 2.05.** “*Job(s)*” means a full-time employment position at the Land resulting from or provided in connection with the Project (defined below), which position provides 1,820 annual full-time hours of employment or equivalent, a wage of no less than \$15.00 per hour, the

opportunity to participate in the Company's (or a related entity's) employer-sponsored group health insurance, paid sick days, and annual paid vacation based on length of service and paid holidays. Any position not meeting such criteria does not qualify as a "Job" for purposes of this Agreement.

**Section 2.06. "*Land*"** means the approximately 209-acre tract of land located at 6202 West Centerpoint Road within the city limits of the City within Hays County, Texas, upon which the Project shall be executed, the description of which is shown in Exhibit "A," attached hereto and made a part of this Agreement for all purposes. The final boundaries of the Land shall be based upon a final plat of the described tract of land that is also recognized by and assigned a Tax ID Number by the Hays County Appraisal District. Upon the recording of such final plat, Exhibit "A" shall be administratively updated to include such plat as the legal description of the Land.

**Section 2.07. "*Personal Property*"** means all materials, supplies, equipment, inventory or other personal property attributable to the Business on the Land subject to ad valorem taxes.

**Section 2.08. "*Project*"** means the operation of the Business on the Land and includes, without limitation, the addition of Real Property Improvements, Personal Property, and the creation of Jobs.

**Section 2.09. "*Real Property Improvements*"** means the real property constituting the Land, together with all improvements to real property on the Land, other than Personal Property, subject to ad valorem tax assessment.

**Section 2.10.** The "***Term***" of this Agreement shall commence on the Effective Date and continue until December 31, 2029 (unless terminated sooner as provided in this Agreement), except that Company's obligation to submit a Compliance Certificate (as defined below) for the year 2028, together with any other information as may be requested by the City under this

Agreement, and the City's obligation, if any, to complete the Grant Payments due under this Agreement for the year 2029 shall continue until satisfied.

### **ARTICLE III COMPANY'S PRIMARY OBLIGATIONS**

**Section 3.01. Addition of Improvements and Personal Property.** Company shall cause construction of at least 820,000 square feet of buildings on the Land to be commenced on or before April 1, 2023, and to be completed on or before August 31, 2025, in substantial accordance with the site plan depicted on Exhibit "B," attached hereto and made a part hereof, provided that Company may modify the site plan at any time so long as Company maintains the above total approximate square footage, maintains the character of the Project and meets the conditions specified herein for Company's operation of the Business. Completion of any building or phase of Real Property Improvements shall be evidenced by a certificate of occupancy issued by the City in accordance with applicable ordinances for such buildings or phases. Company shall make a minimum cumulative capital investment in Real Property Improvements and Personal Property as follows:

<b>YEAR</b>	<b>LAND AND LAND DEVELOPMENT</b>	<b>BUILDINGS</b>	<b>PERSONAL PROPERTY</b>
2022	\$35,000,000		
2023	\$19,000,000	\$39,600,000	\$44,800,000
2024		\$79,200,000	
2025		\$50,000,000	

**Section 3.02. Operation of Business.** Company shall begin operation of the Business on the Land within sixty (60) days of receipt of the first certificate of occupancy for any soundstage constructed on the Land, and shall continuously operate, maintain and manage the Business for the duration of the Term.

**Section 3.03. Job Creation.** On or before December 31, 2024, Company (or a related

entity) shall employ at least 22 persons in Jobs; and, on or before December 31, 2025, Company (or related entity) shall employ at least 44 persons in Jobs (the “***Minimum Jobs Requirement***”). Company shall keep such Jobs filled during the Term. While the titles, personnel, or the classification of such Jobs may change, the Minimum Jobs Requirement shall be continuously maintained through the end of the Term.

**Section 3.04. Non-Discrimination.** Company agrees that it will maintain, and shall use its best efforts to enforce, employment policies that prohibit discrimination from occurring in the hiring and employment of persons in Jobs on the basis of race, creed, color, national origin, sex or disability, or other characteristics for which protection is available under applicable local, state and federal anti-discrimination laws. Company shall report to the City in its annual Compliance Certificate any judicial or administrative agency determinations that Company has violated any such anti-discrimination laws in relation to persons applying for or employed in Jobs for the applicable reporting period.

**Section 3.05. Compliance with Laws.** In performing its obligations under this Agreement, Company shall comply with all applicable laws, regulations and ordinances.

#### **ARTICLE IV CITY INCENTIVES**

**Section 4.01. Grant Payments.** Subject to other terms and conditions of this Agreement and Company’s compliance with this Agreement, the City will make Grant Payments to Company in the manner set forth in this Article.

**Section 4.02. Five-Year Payment Period.** The City shall make up to five annual Grant Payments to Company, each in an amount equal to the percentages of Additional Property Taxes generated by the Business on the Land during each calendar year immediately preceding the year a Grant Payment is paid as shown in the table below.

<b>Year</b>	<b>Performance Obligations to be Met</b>	<b>After paying Additional Property Taxes, Company eligible to apply for Grant Payment equal to the following percentages of Additional Property Taxes</b>	<b>Year in which Grant Payment is made</b>
<b>2022</b>	Company purchases the Land and continues site planning	N/A	N/A
<b>2023</b>	Company initiates construction of buildings	N/A	N/A
<b>2024</b>	Company continues building improvements and meets the performance conditions related to Jobs and minimum cumulative capital investment	N/A	N/A*
<b>2025</b>	Company completes building improvements and meets performance conditions related to Jobs and operation of Business	90%*	N/A
<b>2026</b>	Company continues to meet performance conditions related to Jobs and operation of Business	80%	2025 Grant Payment (90%)
<b>2027</b>	Company continues to meet performance conditions related to Jobs and operation of Business	60%	2026 Grant Payment (80%)
<b>2028</b>	Company continues to meet performance conditions related to Jobs and operation of Business	40%	2027 Grant Payment (60%)
<b>2029</b>	Company continues to meet performance conditions related to Jobs and operation of Business	20%	2028 Grant Payment (40%)
<b>2030</b>	N/A	N/A	2029 Grant Payment (20%)

\*January 1, 2024, is the first date on which the value of taxable Real Property Improvements and Personal Property will be realized. However, Company is not eligible to receive a Grant Payment until meeting the Jobs requirements in 2024 and 2025. The first Grant Payment, therefore, is based on the assessed valuation of Real Property Improvements and Personal Property as of January 1, 2025, to be paid by the City in 2026.

**Section 4.03. Time for Payment.** Grant Payments will be made by the City in the calendar year immediately following the full calendar year in which the Additional Property Taxes upon which the Grant Payment amount is based are generated. After Company meets the Minimum Jobs Requirement for 2024 and 2025, the Grant Payments will begin in 2026, based on the assessed valuation of Real Property Improvements and Personal Property as of January 1, 2025, and continue each year thereafter as shown in the table under Section 4.02. During each such calendar

year, Company shall submit its request for a Grant Payment by January 30. The City shall not be required to make a Grant Payment during any applicable calendar year unless and until:

(a) Company has submitted its request accompanied by a compliance certificate in the form attached as Exhibit “C” hereto (the “Compliance Certificate”), together with all information required under Sections 7.02 and 7.03 of this Agreement necessary to verify its compliance with the terms of this Agreement and conditions specified for Company’s operation of the Business;

(b) the full amount of Additional Property Taxes for the prior calendar year are received by the City from the Hays County Tax Assessor-Collector; and

(c) funds are appropriated by the City of San Marcos City Council for the specific purpose of making a Grant Payment under this Agreement as part of the City’s budget and appropriations approval process.

Provided the forgoing conditions have been satisfied and Company is otherwise in compliance with this Agreement, the City shall pay to Company any Grant Payments due within thirty (30) days after the last to occur of the events in subsections (a), (b) and (c) of this Section.

**Section 4.04. Expedited Reviews and Approvals.** The City hereby further agrees that, in order to accommodate Company's plans to design and build the Real Property Improvements on the Land in preparation for its commencement of operations of the Business in a timely manner, the City will attempt, but is not obligated, to process and review complete development applications in an expeditious manner to the extent such processing and review is consistent with staffing capacities and any periods established by ordinance or applicable laws. For example, the City may not waive the requirement for a public hearing and the minimum number of days for notice of the hearing. The City also agrees to commence preliminary review and comment on all vertical building construction plans when submitted, regardless of whether a Site Development Permit has been issued at such

time, provided that final review and approval of such vertical building construction plans will be completed only after the issuance of the Site Development Permit. Individual buildings may be issued temporary or final certificates of occupancy as they are completed provided such building qualifies for such under applicable City codes, regardless of whether Company had completed a full build out of the Land.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF COMPANY**

As of the Effective Date, Company represents and warrants to the City, as follows:

**Section 5.01. Organization.** Company is duly organized, validly existing and in good standing under the laws of the State of Texas and is authorized to conduct business or own real property in the State of Texas. The activities that Company proposes to carry on at the Land may lawfully be conducted by Company.

**Section 5.02. Authority.** The execution, delivery and performance by Company of this Agreement are within Company's powers and have been duly authorized.

**Section 5.03. Valid and Binding Obligation.** This Agreement is the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

**Section 5.04. No Defaults.** Company is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which Company is a party or by which it or any of its property is bound that would have any material adverse effect on Company's ability to perform under this Agreement.

**Section 5.05. Full Disclosure.** Neither this Agreement nor any schedule or Exhibit



attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

**ARTICLE VI  
PERSONAL LIABILITY OF PUBLIC  
OFFICIALS AND LIMITATIONS ON CITY  
OBLIGATIONS**

**Section 6.01. Personal Liability of Public Officials.** No employee or elected official of the City shall be personally responsible for any liability arising under or growing out of this Agreement.

**Section 6.02. Limitations on City Obligations.** The Grant Payments made and any other financial obligation of the City shall be paid solely from lawfully available funds that have been budgeted and appropriated by the City each applicable fiscal year during the Term as provided in this Agreement. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grant Payments or other payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such Grant Payment(s) or other payments under this Agreement are due and payable. If the City fails to appropriate funds for a Grant Payment during any fiscal year, Company may at its option terminate this Agreement effective upon written notice to the City, subject to any unpaid Grant Payment properly due to Company for which a lawful appropriation of funds has occurred.

**Section 6.03. No Recourse.** Company shall have no recourse against the City for the City's failure to budget or appropriate funds during any fiscal year to the meet the purposes of and satisfy

its obligations under this Agreement and such failure shall not constitute a breach of this Agreement.

## **ARTICLE VII INFORMATION**

**Section 7.01. Information.** Company shall, at such times and in such form as the City may reasonably request from Company, provide information concerning the performance of Company's obligations under this Agreement.

**Section 7.02. Annual Certification Related to Minimum Jobs Requirement and Compliance with Agreement.** Beginning in calendar year 2024 and continuing each calendar year thereafter during the Term, Company shall submit to the City, on or before January 30 of each such year, a certified Compliance Certificate in the form shown in Exhibit "C", certifying that Company is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor. In accordance with the schedule in Section 4.04, the Compliance Certificate will be submitted in conjunction with an application for a Grant Payment. After receiving a timely submitted Compliance Certificate, the City shall have thirty (30) days to notify Company in writing of any questions that the City may have concerning any of the information provided by Company in its Compliance Certificate, and Company shall diligently work in good faith to respond to such questions to the City's reasonable satisfaction.

**Section 7.03. Review of Company Records.** Company agrees that the City will have the right to review the business records of Company that relate to the Project and this Agreement in order to determine Company's compliance with the terms of this Agreement. City's access to Company's records shall be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Such review shall occur at any reasonable time during

regular daytime business hours and upon at least seven days' prior notice to Company. To the extent reasonably possible, Company shall make all such records available in electronic form or otherwise available to be accessed through the internet; provided, however, that the City agrees upon the determination of the Texas Attorney General such records shall remain the proprietary and confidential information of Company.

**Section 7.04. Confidentiality.** Subject to the requirements of the Texas Public Information Act, or order of a court of competent jurisdiction, nothing contained herein shall require Company to disclose or make available to the City any information relating to its employees that would violate the privacy rights of its employees or would violate applicable law, or to disclose or make available proprietary or other confidential information of Company. Except as provided in Section 7.03, the City's obligations under this paragraph do not impose a duty upon the City to challenge any ruling or opinion of the Texas Attorney General to release information in response to a specific request for information under the Texas Public Information Act.

## **ARTICLE VIII DEFAULT, TERMINATION AND REMEDIES**

**Section 8.01. Default and Termination.** Except as otherwise provided herein, at any time during the Term that Company is not in material compliance with its obligations under this Agreement, the City may send written notice of such non-compliance to Company. If such non-compliance is not cured within sixty (60) days after Company's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within sixty (60) days and a cure is not begun within such sixty (60) day period and thereafter continuously and diligently pursued to completion on a schedule approved by the City (in either event, a "Cure"), then the City may, at its sole discretion, suspend or terminate this Agreement or withhold Grant Payments otherwise due for the calendar year or years in which the non-compliance occurs. If the City elects to withhold Grant

Payments under this Section rather than to terminate the Agreement, then, upon a Cure by Company, Company will be eligible to receive Grant Payments in future years (provided it is otherwise in compliance and subject to other limitations of this Agreement) for the remainder of the Term. However, the Grant Payment withheld by the City for any year during which Company was not in compliance, shall, at the City's discretion, be deemed forfeited by Company and the City may not be liable for later payment of such forfeited Grant Payments. Except as to circumstances arising from an event of *force majeure*, the Term shall not be extended as a result of any cure period agreed to by the City under this Section.

**Section 8.02. Termination for Misrepresentation.** Notwithstanding any provision for notice of default and any opportunity to cure under Section 8.01, the City may terminate the Agreement immediately by providing written notice to Company if Company, its officers or signatories to this Agreement misrepresented or misrepresents any material fact or information: (i) upon which the City relied in entering into this Agreement; (ii) upon which the City relies in making a Grant Payment to Company; or (iii) as an inducement for the City to make a Grant Payment to Company.

**Section 8.03. Other Remedies.** Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, either Party may pursue such remedies as are available at law or in equity for breach of contract. Notwithstanding the foregoing, the City shall not, in any case, be liable for special, incidental, consequential, indirect, or other similar damages, even if City or its agent(s) have been advised of the possibility of such damages. In no event shall the City's liability for damages under this Agreement exceed the amount of \$1,000.00; and in no event shall the Company's liability for damages under this Agreement exceed the amount of Grant Payments received by Company.

**Section 8.04. Offset.** The City may deduct from any Grant Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the City by Company.

**Section 8.05. Force Majeure.** An event of *force majeure* means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, pandemic, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations. If a *force majeure* event occurs and such event prevents a Party from fulfilling its obligations hereunder, the applicable time period for performing such obligations shall be extended by the period of delay resulting from the *force majeure*.

**Section 8.06. Indemnification.** The City shall not be obligated to pay any indebtedness or obligations of Company. Company hereby agrees to indemnify and hold the City, and the City's elected officials and employees, harmless from and against (i) any indebtedness or obligations of Company; (ii) any other loss, claim, demand, lawsuit, liability or damages arising from the negligence or intentional misconduct of Company in the performance of its obligations under this Agreement, or (iii) breach of any representation, warranty, covenant or agreement of Company contained in this Agreement, without regard to any notice or cure provisions. Company's indemnification obligation hereunder shall include payment of the City's reasonable attorneys' fees, costs and expenses with respect thereto.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.01. Entire Agreement.** This Agreement, including the Recitals and the Exhibits

hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein.

**Section 9.02. Amendments.** This Agreement may only be amended, altered, or terminated by written instrument signed by all Parties.

**Section 9.03. Assignment; Successors.** Company may not assign any of its rights, or delegate or subcontract any of its duties under this Agreement, in whole or in part, without the prior written consent of the City. Notwithstanding the foregoing, Company may assign this Agreement to a parent, subsidiary, affiliate entity or newly created entity resulting from a merger, acquisition (regardless of whether in a stock or asset transaction) or other corporate restructure or reorganization of Company, or to any entity owned or controlled, or under common control, directly or indirectly by Company, without the written consent of the City. Company may also have the right to assign this Agreement any other party that acquires the Project, subject to the City's prior written consent evidenced by a duly authorized ordinance, which consent will not be unreasonably withheld, conditioned or delayed. In either case, Company will give the City no less than sixty (60) days prior written notice of the assignment or transfer. Any all future assignees must be bound by all terms, provisions, and representations of this Agreement as a condition of assignment.

**Section 9.04. Waiver.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

**Section 9.05. Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, reputable overnight carrier, or email and shall

be deemed delivered when received at the respective address of the recipient Party set forth below, or at such other address furnished in writing to the other Party hereto:

**Company:** Hill Country Group, LLC  
3413 Hunter Road  
STE D PMB 307  
San Marcos, Texas 78666  
Attn: Cory McLoud  
Telephone: (405) 415-5517  
Email: admin@hillcountry.group

**City:** City of San Marcos  
630 E. Hopkins  
San Marcos, Texas 78666  
Attn: City Manager  
Telephone: (512) 393-8101  
Email: citymanagerinfo@sanmarcostx.gov

**Section 9.06. Applicable Law and Venue.** This Agreement is made and shall be construed and interpreted under the laws of the State of Texas. However, choice of law principles shall not be applied to allow the laws of another state to govern any aspect of this Agreement or disputes related to it. 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.

**Section 9.07. Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**Section 9.08. Third Parties.** The City and Company intend that this Agreement shall not

benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City and Company or permitted assignees or successors of the City and Company, except that the indemnification and hold harmless obligations by Company provided for in this Agreement shall inure to the benefit of the indemnitees named therein.

**Section 9.09. No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

**Section 9.10. Immunity.** The City, in entering this Agreement, does not waive its immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

**Section 9.11. Prohibition on Contracts with Companies Boycotting Israel.** Pursuant to Chapters 2271 and 808 of the Texas Government Code, Company certifies that is not ineligible to receive the award of or payments under the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

**Section 9.12. Section 2252 Compliance.** Section 2252 of the Texas Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Company hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.



**Section 9.13. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument, and facsimile or electronic (in PDF) copies of this Agreement and facsimile or electronic (in PDF) signatures to this Agreement shall be authorized and deemed effective.

[SIGNATURES ON NEXT PAGE]

**EXECUTED** in duplicate originals to be effective as of the Effective Date.

**CITY OF SAN MARCOS, TEXAS**

By: \_\_\_\_\_  
Stephanie Reyes, Interim City Manager

**COMPANY**

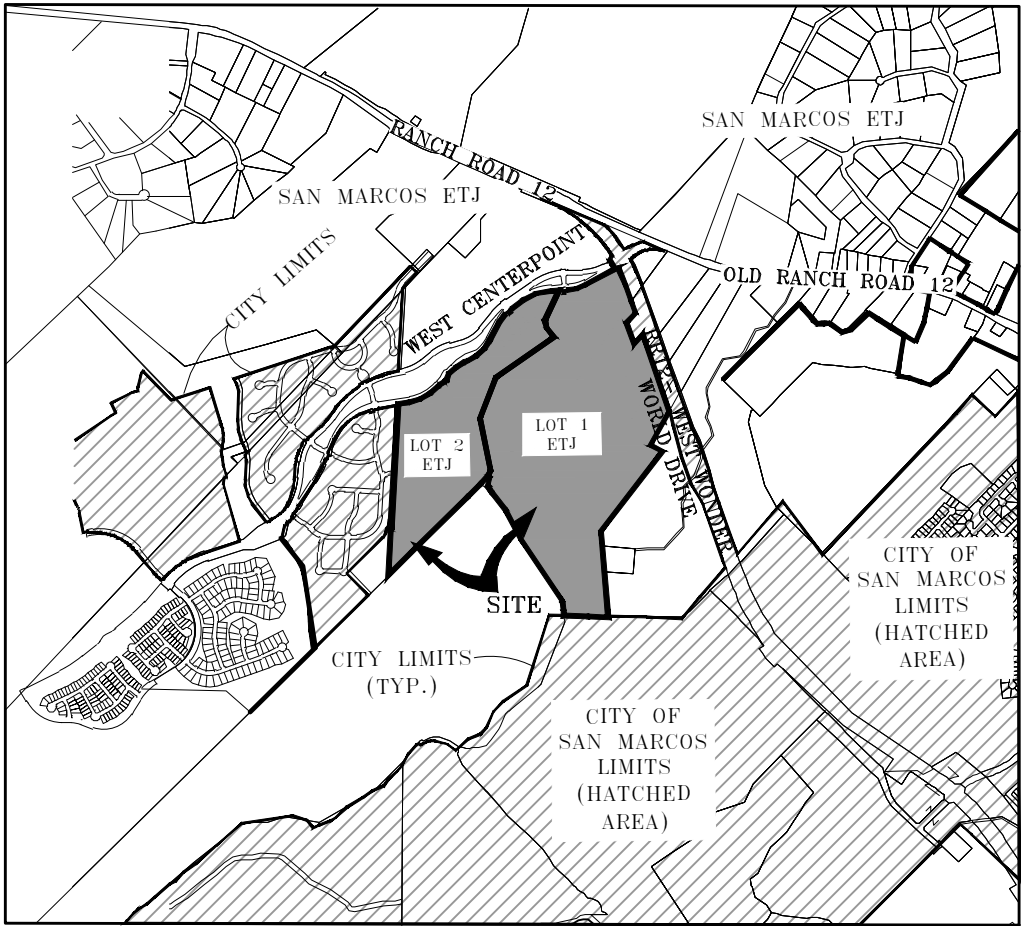
By: \_\_\_\_\_  
Cory McLoud, CEO

**EXHIBIT “A”**  
**Description of the Land**

DARK MONDAY  
PRELIMINARY PLAT EXHIBIT

DARK MONDAY SUMMARY	
RIGHT-OF-WAY	0 ACRES
INDUSTRIAL (1)	146.429 ACRES
OUTPARCEL LOT (1)	63.467 ACRES
TOTAL	209.896 ACRES

TABLE OF LAND USE	
LOT 1	INDUSTRIAL
LOT 2	OUTPARCEL



LOCATION MAP  
NOT TO SCALE

PROJECT ADDRESS:

THIS PROJECT IS LOCATED AT SOUTHWEST OF RANCH ROAD 12 (WEST WONDER WORLD DRIVE) AND WEST CENTERPOINT ROAD INTERSECTION, HAYS COUNTY, TEXAS.

AQUIFER NOTE:

THIS PROJECT IS IN THE EDWARDS AQUIFER RECHARGE ZONE BUT IS NOT IN THE CONTRIBUTING ZONE.

FLOOD NOTES:

THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE X, OTHER FLOOD AREAS OF 0.2% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL NO(S). 48209C0388F, DATED SEPTEMBER 2, 2005, HAYS COUNTY, TX.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S).

LOT NOTES:

- TOTAL ACREAGE: 209.899 ACRES.
- THE TOTAL AREA OF PUBLIC STREETS IN THIS SUBDIVISION IS 0.00 ACRES.
- THE TOTAL LENGTH OF PUBLIC STREETS IN THIS SUBDIVISION IS 0.00 LINEAR FEET.

TOTAL NUMBER OF LOTS: 2  
INDUSTRIAL: 1  
OUTPARCEL : 1

UTILITY NOTES:

WATER/WASTE WATER/: CITY OF SAN MARCOS  
ELECTRIC 630 EAST HOPKINS STREET  
SAN MARCOS, TEXAS 78666

ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE  
201 SOUTH AVENUE F  
JOHNSON CITY, TEXAS 78636

NOTES:

- THIS PROJECT IS IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.
- BUFFER ZONES PER THE APPROVED WATER PROTECTION PLAN PHASE 1 ON NOVEMBER 20, 2014.
- FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
- AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN "HILL COUNTRY GROUP, LLC" OR ITS SUCCESSORS OR ASSIGNS.
- THIS SUBDIVISION IS SUBJECT TO AND SHALL COMPLY WITH THE FOLLOWING AGREEMENTS BETWEEN THE OWNER AND HAYS COUNTY:
- AGREEMENT REGARDING LA CIMA HABITAT PRESERVATION, PURGATORY CREEK PARKLAND DEDICATION, AND CENTERPOINT RIGHT-OF-WAY DEDICATION" (EXECUTED JUNE 2, 2015).
- HAYS COUNTY LICENSE AGREEMENT (EXECUTED AUGUST 28, 2015).
- THE SUBJECT TRACT SHOWN HEREON IS IN THE SAN MARCOS CISD, FIRE ESD 3 AND ESD 9.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED  
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED  
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

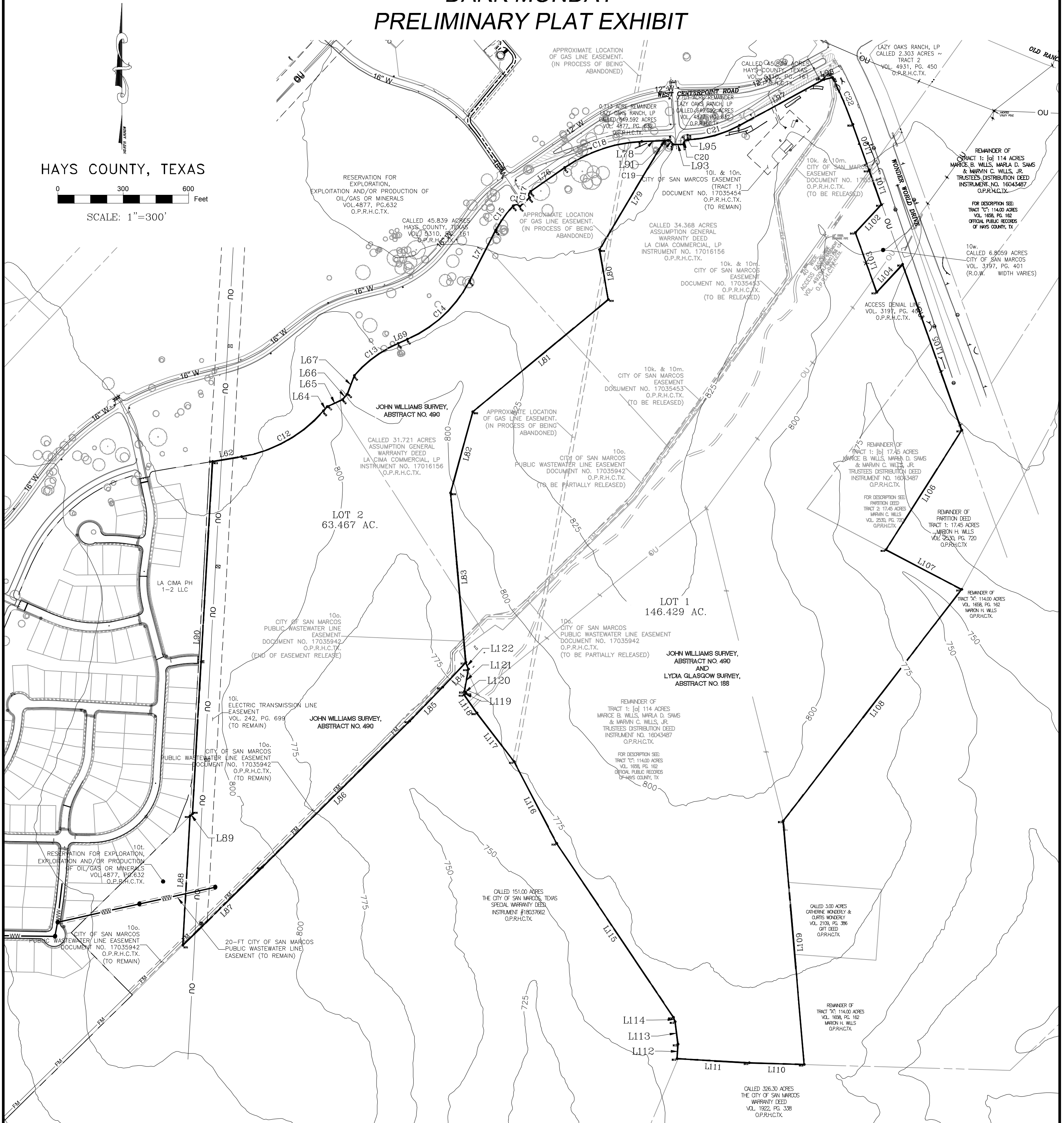
FILE: \\Tx-aust-dc1-srv\new_projects\070454 - Hill Country Group\070454-01-001 (ENG) - Dark Monday\Engineering\Engineering Plans\Exhibits\Preliminary Plat\070454-01-001_Prelim Plat.dwg			
DATE: 2021-08-27	DRAWN BY: VG		
SCALE: 1"=100'	CHECKED BY: SS		
JOB #: 070454	DRAWING #: PLAT		
NO.	REVISION	BY	DATE

**Bowman**

Bowman Consulting Group, Ltd.  
1120 S. Capital of Texas Hwy, Building 3, Suite 220, Austin, TX 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

PRELIMINARY PLAT EXHIBIT  
DARK MONDAY  
RR12-W. WONDER WORLD DRIVE &  
W. CENTERPOINT ROAD.  
JOHN WILLIAMS SURVEY, ABSTRACT 490  
HAYS COUNTY, TEXAS

DARK MONDAY  
PRELIMINARY PLAT EXHIBIT



NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999875.
4. LIDAR CONTOUR DATA SHOWN HEREON IS FROM CAPITAL AREA COUNCIL OF GOVERNMENTS OF CENTRAL TEXAS.
5. LOT 1 AND LOT 2 ARE LIMITED TO 100 ACRES OF TOTAL/COMBINED IMPERVIOUS COVER, OR 47.64% FOR THE COMBINED 209.896 ACRES.

LEGEND

- BCG 1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" PREVIOUSLY SET
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
- △ CALCULATED POINT
- ⊕ BENCHMARK
- ( ) RECORD INFORMATION
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FILE: \\Tx-aust-dc1-srv-new_projects\070454 - Hill Country Group\070454-01-001 (ENG) - Dark Monday\Engineering\Engineering Plans\Exhibits\Preliminary Plat\070454-01-001_Prelim Plat.dwg			
DATE:	DRAWN BY: VG		
SCALE: 1"=300'	CHECKED BY: SS		
JOB #: 070454	DRAWING #: PLAT		
NO.	REVISION	BY	DATE

**Bowman**  
Bowman Consulting Group, Ltd.  
1120 S. Capital of Texas Hwy, Building 9, Suite 220, Austin, TX 78746  
Phone: (512) 327-1180 Fax: (512) 327-4082  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

PRELIMINARY PLAT EXHIBIT  
DARK MONDAY  
RR12-W. WONDER WORLD DRIVE &  
W. CENTERPOINT ROAD.  
JOHN WILLIAMS SURVEY, ABSTRACT 490  
HAYS COUNTY, TEXAS

DARK MONDAY  
PRELIMINARY PLAT EXHIBIT

LINE TABLE		
LINE #	BEARING	DISTANCE
L62	N 80°38'20" E	135.06'
L64	N 41°02'43" E	25.98'
L65	N 65°11'33" E	77.25'
L66	N 41°02'43" E	33.26'
L67	N 20°59'57" E	92.20'
L69	N 66°27'44" E	46.30'
L71	N 27°17'24" E	262.04'
L74	N 47°11'53" E	60.61'
L76	N 54°59'28" E	190.21'
L78	N 87°39'35" E	103.15'
L79	S 30°44'43" W	581.34'
L80	S 09°56'45" E	232.63'
L81	S 50°22'47" W	807.44'
L82	S 15°21'24" W	384.85'
L83	S 05°08'19" E	780.95'
L84	S 43°09'44" W	155.92'
L85	S 44°10'39" W	216.46'
L86	S 45°16'39" W	951.78'
L87	S 45°32'23" W	510.97'
L88	N 03°11'10" E	593.73'
L89	N 47°08'45" E	14.96'
L90	N 03°16'10" E	1617.69'
L91	N 87°39'35" E	17.34'
L93	N 89°31'27" E	50.14'
L95	N 87°39'35" E	3.21'
L97	N 61°22'58" E	440.55'
L98	N 77°54'50" E	41.30'
L100	S 19°38'27" E	223.26'
L101	S 19°37'17" E	167.08'
L102	S 43°01'57" W	174.50'
L103	S 19°37'17" E	291.06'
L104	N 43°01'57" E	174.50'
L105	S 19°37'17" E	807.11'
L106	S 32°24'03" W	648.97'
L107	S 62°24'22" E	392.10'
L108	S 37°37'55" W	1340.82'
L109	S 04°55'35" E	1120.49'
L110	N 88°23'17" W	252.71'
L111	N 86°36'50" W	331.41'
L112	N 03°30'38" E	65.87'
L113	N 07°18'58" W	104.18'
L114	N 19°13'11" W	21.88'
L115	N 33°55'57" W	960.43'
L116	N 27°27'35" W	422.53'
L117	N 37°34'51" W	281.91'
L118	N 34°40'21" W	102.30'
L119	N 47°12'38" E	11.01'
L120	N 44°17'57" W	9.44'
L121	N 10°02'03" E	104.63'
L122	N 21°28'49" W	32.52'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C12	635.00'	438.81'	N 60°50'32" E	430.13'
C13	565.00'	250.53'	N 53°45'34" E	248.48'
C14	585.00'	399.96'	N 46°52'34" E	392.21'
C15	465.00'	136.70'	N 35°42'42" E	136.21'
C16	20.00'	35.33'	S 85°15'25" E	30.91'
C17	20.00'	31.29'	N 10°10'19" E	28.19'
C18	665.00'	379.17'	N 71°19'32" E	374.05'
C19	20.00'	30.60'	S 48°30'55" E	27.70'
C20	20.00'	32.23'	N 41°29'52" E	28.85'
C21	535.00'	245.36'	N 74°31'16" E	243.22'
C22	1809.86'	234.50'	S 23°21'57" E	234.34'

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED  
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED  
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FILE: \\tx-aust-dc1-srv\new_projects\070454 - Hill Country Group\070454-01-001 (ENG) - Dark Monday\Engineering\Engineering Plans\Exhibits\Preliminary Plat\070454-01-001_Prelim Plat.dwg			
DATE: 2021-08-27	DRAWN BY: VG		
SCALE: 1"=100'	CHECKED BY: SS		
JOB #: 070454	DRAWING #: PLAT		
NO.	REVISION	BY	DATE

**Bowman**

Bowman Consulting Group, Ltd.  
1120 S. Capital of Texas Hwy, Building 3, Suite 220, Austin, TX 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
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PRELIMINARY PLAT EXHIBIT  
DARK MONDAY  
RR12-W. WONDER WORLD DRIVE &  
W. CENTERPOINT ROAD.  
JOHN WILLIAMS SURVEY, ABSTRACT 490  
HAYS COUNTY, TEXAS



## Exhibit "B"

### Site Plan



**EXHIBIT “C”**  
**Form of Compliance Certificate**

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT  
ANNUAL COMPLIANCE CERTIFICATE  
(AND REQUEST FOR GRANT PAYMENT BEGINNING IN 2024)

From: (“Company”) To: City of San Marcos (“City”)  
Attn: City Manager  
630 East Hopkins Street  
San Marcos, TX 78666

Report Date:

Reporting Period (The reporting period is the immediately preceding calendar year during which property taxes were assessed): \_\_\_\_\_

Pursuant to the Chapter 380 Economic Development Incentive Agreement dated as of June 7, 2022, between the City and Company (the “Chapter 380 Agreement”) (capitalized terms not otherwise defined in this Certificate have the meaning given to them in the Chapter 380 Agreement), the undersigned, on behalf of Company, hereby provides the following information. Beginning in the year 2026, this submittal also constitutes a request for a Grant Payment pursuant to the terms of the Chapter 380 Agreement:

- **Real Property Improvements Ad Valorem Tax Assessed Value:** \$ \_\_\_\_\_
- **Taxes on Real Property Paid:** \$ \_\_\_\_\_
- **Personal Property Ad Valorem Tax Assessed Value:** \$ \_\_\_\_\_
- **Taxes on Personal Property Paid:** \$ \_\_\_\_\_

Real Property Tax Portion of Grant Payment = ____% x Real Property Taxes	Amount
Personal Property Tax Portion of Grant Payment = ____% x Personal Property Taxes	Amount
Total Chapter 380 Payment	Total

- For years 2022 and 2023 provide evidence of: a) building permits and certificate of occupancy under Section 3.01 of the Chapter 380 Agreement; and b) the minimum cumulative capital investment under Section 3.01 of the Chapter 380 Agreement.
- Total Jobs at beginning of Reporting Period: \_\_\_\_\_
- Total Jobs at end of Reporting Period: \_\_\_\_\_
- Please list any final judicial or administrative agency determinations that Company unlawfully discriminated in violation of Section 3.04 of the Chapter 380 Agreement: [attach separate sheet]

The City Manager may agree to an amendment to this form from time to time, provided such amended form shall be substantially similar in reporting the information necessary to confirm compliance with the Chapter 380 Agreement and to calculate the Grant Payments.

Upon request of the City Manager, Company shall permit the City to conduct an audit and inspection of Company’s



records in accordance with the terms of the Chapter 380 Agreement.

.

I, \_\_\_\_\_[Insert name and title], certify that the foregoing information is true and correct and that Company has materially complied with all terms and conditions of the Chapter 380 Agreement and that conditions in the Chapter 380 Agreement related to Company's activities and operation of the Business have been met.

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Date