AGREEMENT FOR THE PROVISION OF SERVICES

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

Date: January 21, 2020

Owner: LCSM Ph. 1-2, LLC, 303 Colorado Street, Suite 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 and that Owner does not wish to enter into and has declined the offer from the City of a development agreement 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).

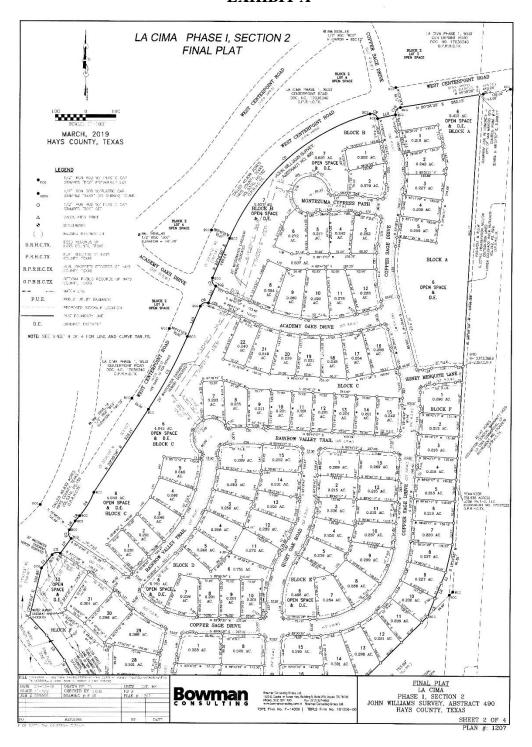
[SIGNATURES ON NEXT PAGE]

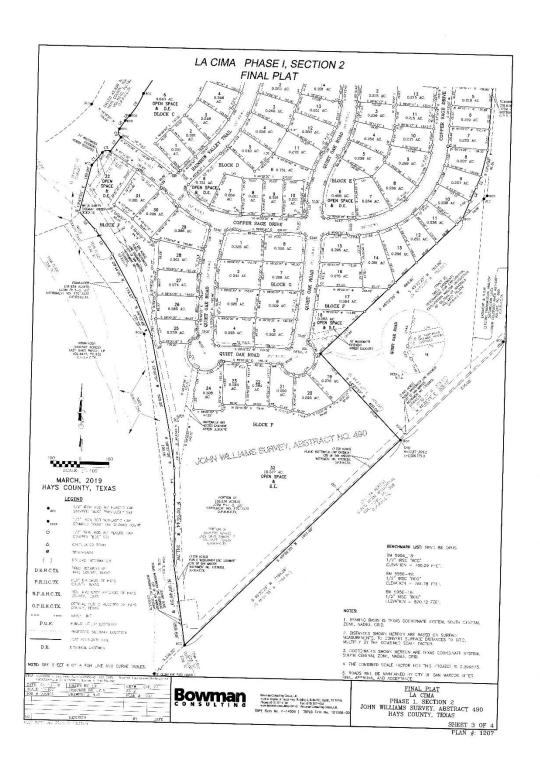
CITY:		
Ву:		
Name:		
Title:		
	ACKNOWLEDGMENT	
STATE OF TEXAS	§ § §	
COUNTY OF HAYS	§	
	as acknowledged before me on	
behalf of said municipalit		3,
	Notary Public, State of Texas	

Notary Public, State of _____

OWNER LCSM PH. 1-2, LLC, a Texas Limited Liability Company:

EXHIBIT A





	LINE TABLE	8	LINE TABLE			
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	
-1	5 2756'08" W	39.67	.43	V 02'06'57" □	36.39	
1.2	5 22"14"34" W	53.71	46	V 15'51'01" s	51.30	
1.3	5 22'05'52" W	83.16"	.45	S 20'04'26" W	30.52	
L4	N D1'43'52" W	88.35	.40	\ 25°29'55" [30.57	
L5	N 3E.8,52, M	99.57"	.47	N 77 49'53" #	52.50	
1.6	N 43"4"53" W	82.50	.48	N 15'09'41" E	93.00	
(7	N 3621'21' E	80.12	.49	N 15/09/41" E	19.60	
L8	4 3230,00, ×	34.76	L50	N 41'52'66" E	65.30	
1.9	4 41:29'55' E	22 65"	0.1	N 78" 7'62" E	61.00	
Lit	N 28'16'50" €	106.82"	US2	S 81:04:33" W	19.61	
50	N 23 16:50° E	62.007	L53	8 00'59'75" W	65.67	
U2.	N 7750'55" E	62.00	L54	£ 09:25,08, A	70.27	
L:3	N 75'19'44' E	73.56	155	\$ 86'40':7" E	30.00	
LIS	N 07'48'31' E	72.25	1.56	5 0748'3" U	20.59	
115	N 82111291 W	52.007	L57	N 0748'31" E	54.56	
L18	S 89 12 52 W	61.33	L58	S 14'40'15" E	20.98	
L17	N 59"12"52" E	14.43	159	S 86'40'17" I	14.94"	
L18	S 5211'29' E	50.00"	150	N 20'04'26" -:	73.87	
L19	N 074831" E	29.48	J61	S 03/19/43" W	12.97	
L20	5 79'44'03" W	29.62	.52	5 29/29/41" W	18.96	
L21	h 83'41'26" W	24.61	6.3	△ 03'19'43" E	17.91	
_22	5 86'4" '26" [21.95	URA	N 03"19"43" E	19.7(1)	
.23	N 79 (4'53" E	29.84	U85	5 80'00'35" E	9.81	
-24	4 05 15 45° F	89.71	LSE	5 89100'35" E	24.7**	
-25	5 86'40'17" €	3.50"	167	N 00'59'25" E	21.59	
126	S 13'54'37" W	56.33"	L68	3 5712'36" E	24.53	
1.27	S 44'51'10' E	35.85	L69	N D059'25" E	20.30	
L28	9 4776'45" F	1.00"	L/G	5 03"11"10" W	53.07	
129	N 75'18'44" €	73.56	121	5 '1'59'1' C	62.10"	
1.30	0 03:16:43" >	22.94"	1.72	3 74"48"52" L	/4.35	
131	S 8704'19" 9	19.23	L73	S 74"48"52" F	54.25	
L32	h 29729'41" E	63.04	1.74	N 77'30'42" E	135.32	
L33	N 00'59'25" E	30.73	1.75	N 77'30'42" E	1:1.92"	
1.54	S 00'58'25" 9	30.73	L76	N 52'52'74" F	140.35	
L36	S 28.58, r. , a	63.94	L27	N 33.24,56, M	7.53	
136	N 1354'37" E	55.33	L78	N 45'05'40" W	13.41	
L37	5 46'44'42" E	48.52	179	N 3232'24" E	134.57	
138	S 66'42'10" C	63.41	F90	N 78'23'21" E	20.53	
L39	5 66'45'10" E	74.51	L81	N 13'35'15' W	10.58"	
L/0	N 3894'49" F	70.00	85	5 77:50 43° E	21.40	
L41	N 24'86'47" C	70.00	.83	S 11'46'24" E	92.56	
42	N 11'28'45" E	70.20	.84	S 88106'45" F :	15.37	

	1		E TABLE					E TABLE	1000000
CURVE #		ARC DISTANCE		CHORD DISTANCE	CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANC
e1	1015.00	50.05	N 30°06'44" F	50.58"	090	480.001	29.61	S 06'02'30" W	29.80"
02	20.00	23.76	N 50'10'00" E	27.09"	C91	450.00	52.91	5 01'07'01" W	52.46
63	20.00"	31.61	N 11'56'15" W	28.42"	092	480.00	105.72	S 08'21'54" E	105.51
64	250.00"	89.32	N 31"15"40" F	88.56"	C93	473.50	83.43"	N 80/22'30" E	83.26"
ct	15.25.20"	263.37	N 28'18'28" E	269.02	C94	473.50	54.86"	5 88'50'22" 5	91.70
CE	25.00"	31.42	N 66'16'50" E	26.28"	C95	4/3.50	34.86	5 77'21'39" I	84.70"
C7	25.00"	21.42	N 21'43'10' W	25.28"	C96	473 50'	40.51	S 69"10"14" E	40.55
DB	715.00	832.32	N 48'20'56" K	611.21	C97	526.50	21.03"	8 6751'49' F	21.07
C3	22.00	52.85	8 38.00,05, 2	29 20'	C97				
				AND THE RESERVE OF STREET		528.50	56.97	5. 72'35'36" C	66.67
010	22.00	32.32	N 34/20/37" E	25.92"	C99	526.50	56.92"	5 79'55'53" E	56.87
C:1	500 00	41.58	S 61'65'12" C	41.83*	0100	526.30	16.92	9 67121481 E	06.87
C12	473.50	3"3.64"	S 85'41'43' E	307.83*	C101	526.50	87.54	N 85'28'12" F	87.50
C13	20.00"	31.411	N 30770/02" F	28.28	0107	528.50	59.42"	N 78'33'43" E	59.39
C'4	480.00°	88.74	5 03'25'34" E	187,04	0103	320.05	27.46	N 07'44'16" W	77.26*
015	20.09	31.38	N 3711'29" A	28.28"	C154	320.02	23.08"	N 01":5"44" E	23.56
C.2	473.50	7: 22	N 8629" A W	/0.96"	2105	1026.50	55.01"	N 89112'24" W	35.01
C17	50.00"	14.5E*	S 82'09'16' W	14.31	C106	1026.50	22'00,	S 88'46'44' W	63.00"
C18	50.00	286.74"	5 29'40'06' W	61.98"	0107	60.00°	9.87	A 38'52'26" W	0.87
C19	20.00	27.00			C108				
			S 52'06"18" E	25.00		60.00"	78.26'	N 78"39"26" W	72.83
020	526.50"	78.98	V 8E2518" W	78.90	C129	60.00	122.63	3 07755"16" W	192.36
C21	20.001	31.47	N 52'48'31" E	28.28"	C110	423.50	11.02	N 04'00'00" E	11.02
022	270.00	83.12	1 02'04'16" W	92.66"	0111	473.20	19,54	N 11'28'45' E	99.31
025	332.34	113.61	6 020418" W	115.25	0112	423.50	\$9.54	N 24'56'47" S	39.31
C24	420.00	164.79	S 03/25/52* 3	163.73"	C113	423.50'	39.54	V 35'24'49" F	99,31
C25	20.00	29.86	5 0728'06' 5	27 18'	0114	476.50	33.36	\ 45'08'26' E	33.36
C26	475.10	78.72	5 55'01'19" W	76.61	0115	476.50°	70.06	N 38'55'23' E	70.00°
C27	377.50	68.94"	5 85'01'19" W	/B.84*	C116	478.50°			70.00
C27							70.06	N 28°29°55° €	
	20.00	29.09	S 38'04''9" W	58.78	D117	478.50	70.06	N 20104126" F	70.00
023	282.00	45.89*	N 00'07'51" W	41.86	01.8	478.50"	/D.D6'	N 11/38/08" E	70.00
030	328.507	420.54	¥ 47'08'34" €	452.22"	0119	478.50	34 17"	N 06'22'68" E	34.10"
031	20.00	3: 46"	S 46'30'49' W	28.02"	0120	273.55	73.85	N 11103750" E	73.82"
C32	2528.87	329.09	V 05'52'54" E	3.58.84	C121	273,50	81.05	N 24"08"49" F	00.36"
C33	20.00	18.75	5 :708'11" E	18 07	C122	328.50°	51.13	8 23'00'35' W	61.08
C24	20.00	108.20,	N 50'43'35' E	119.59	0123	326.50	111.35		
036		1,100,000						5 10'45'22" W	110.76
	20.00	19.01	N 81116744" W	18.20	C124	20 00"	28.36	N 3575'06" E	24.49"
C.56	20.00"	19.01"	S G.745'26" W	18.30	C175	20.00"	5.05"	N SUADOS E	6.04
037	80.00	208.31	S 44'00'35" E	18.37"	C:26	273.50*	111.07	5 77'22'32" E	110.31
C38	20.50	19.01"	N 2813'16" E	16.30	0:27	273.50"	65.01	S 66'50'16" I	B4.GG
C39	526.50"	1:8.72	S 0/2/0" W	18.47"	C. 58	273.50"	27.00	N 06'06'24' E	26.99
040	20.00	28.77	h 2714'01" W	26.32"	C: 79	273.50	123.78	5 21'57'00" E	- 22.72
041	326.50"	134.05	S 56'36'56" E	'33.11'	C130	2/4.20	119.63	\ 47"26 44" E	18.65
042	473.50	22.32	N 4612 121 W	25.32	0131	273.50	125.32"		
043	470.00								74.55
044		79.21	N 52'22'55" W	/E.12*	C132	273.50"	22.73'	V 88,38,38, 5	22.72
	530.00"	75.20	N 2306,32, M	75.18	C133	328.50	76.24	N 0733'41" F	48.20"
048	20.00	29.54"	N 85'02'18" F	27 22'	0134	128.50	65.08'	N 17'30'14' E	54.97
046	423.50"	309.65	N 2412'03" C	302.80"	0135	328.55"	35.79	N 28'21'15' C	35.77
C47	20.00	16.36"	N 23'56'21" W	18.28	0136	325.55	1.47	N 03'27'28" E	1.42
C48	60.00	201.77	9 45'12''4" W	119.77	U137	328,50	65.17	N 091817" F	65.06"
043	20.02	18.93"	5.6T34'48" E	18.23"	0138	323.50	65.21"	N 20144'38" E	65 10"
050	'025.0C'	'08.01'	N 59'41'09" A	107.96	0139	.128.50"	65.28	N 3211'37' E	62.16
051	20.00	31.42	N 481191431 E	28.28	0140	324.50	66.36	N 5.754'40" F	65.25
cn2	520.00	100.53	N 05/40/16" >	100. 2	0.41	326.50			
053	70.00	3' 42'	N 35'40'16' W				68.38"	N 557373" E	65.25
				28.28	C142	326.50	67_30	N 67'07'03" E	67.16
CS4	325.90"	348.74	S 86'41'43' E	342.40′	0143	326.50	65.42"	N 76'45'46' E	66.51
C56	250.00"	11.db*	N 71131108" W	41.83	C164	326 50"	38.97	N 874448' E	30.95
C56	20.00'	.37,46"	5 01723'37" E	29.03"	C145	2528.67"	103.14	N ON 35'16' F	103,14
C57	476.50°	347.78	N 24'14'18" E	340.12	C146	2528.87	80.37	N 06.528.35, E	80.37
C58	20.00	29.23"	S 45"12"01" W	26.70"	0147	2028.87	50.17	N 04/39/25" E	90.10
C29	973.50"	108.31	V 89'47'56" W	'd6.25'	C: 48	2676.87	75.41"	V 02'53'40' K	70.41
050	20.00	31,42"	5 41'40'17" @	28.28'	C149	60.0C	26.73	N 26'27'47" W	70.41
081	273.50	124.00	N 16/24/42" F	123.52	C150	60.0C			
C81 C82	326.50				151.000		77,42"	× 23/39/13° E	58.101
		162,43	5 15"4"33" *	160.76	0151	60.00	42.06"	N 801.921, E	41,21
285	20:00	31.42	N 19'59'25" E	29.26	C152	60.00	47.18	5 5704'32" €	45.68*
064	273.50"	196,08"	S 58'28'18" E	191.90	U153	€0.00"	77.56	N 7535'34" E	72.27
085	20.05	31.47	S 4819'45" W	28 28'	0154	80.00	104.33	S 19735'48" E	9' 67'
08E	20.00"	31,42	N 41'40'17" *	28.26	0155	E0.00°	26.43"	5 42'50'04" W	26.21
067	273.50"	418.45	N 17/09/34* E	3/8.92°	0156	325,50	18,13	S 13'01'57" W	16.15
068	20.02	31.42	S 44'00'35' F	28.25	0157	525.50"	76.45	5 0750'47" W	76.38
CSB	275.50	36.26	5 15/14/33" ×	134,67	0158	525.50°	26.14	5 07:24'46' W	
C70	326.50	146 11"		134,87		526.50°			26.14"
			N 16'24'42" E.		0159		108.82	5 36'49'45" E	106.32"
C71	20.02"	28.72"	8 99,03,19, A	75.52	C160	326.50"	25.23	S 1701'00" E	25.23
C72	228.50°	29.68"	S 80724'21" F	29.47	C151	473.50"	75.85	5 00/34'46" W	75 77'
073	20.02	31.79	N 43'28'50" W	28.65	0162	475.50"	.30.92"	5 12'02'22" W	30.92"
274	2471.061	394,60"	↑ 06"1"14" E	351.55	0163	2471.05	79.02	N 02'59'18' E	79.011
C/5	20.00	26.17	N 50°38'40" E	25.90"	C184	2471.06	95.07	N 05'01'05" E	95.07
C76	20.00	31.42	5 44°00'35" E	78.28	C1E5	2471.06	95.41	N 0714'39" F	85.40"
C77	473.50	106.77	S 07:27'01" W	106.55	C166	2471.08	83.45	A UR.50,29, E	63.45
C78	332.34	2.76	N 11'25'13' W	5.26'	0167	60.00	53.36	5 1747'06' 1	51.61
	75-3710								
C/9	332.34	65.85	N 05'16'59" W	15.71	C168	60.00	20.11	9 1717'08" W	20.01
C80	332.34	12.51	N 04'03'57" E	42.58	C189	60.00	146.28"	N 62.10,004 M	12,65
081	270.00	27.85	N 08/32/34" W	22.66	C'70	60.00"	94.96"	5 01'47'32" 5	85,35
C82	770.00	75.47	N 00"19"55" E	70.27	0171	60.00"	20.09	S 49'08'33" W	20.00*
	528.50"	25.86"	N 89"12"52" 9	26.67	C-72	60.00	7.56	S 822122" W	7.57
C23	526.50"	50.10	V 84'05'02' tr	20.58	C:73	60.00	21.60*	2 20.08,01, E	21.48
		215.73	S 61'39'37" e	15.96"	0.73	2528.57	21.60°	\$ 59708°G1" E	
094						2528.87	17.58	V 08.31.50, E	85.58"
C84 C85	30.00'								17.58
C84 C85 C86	50.00*	39.66	S 8211'57' E	36.96	C175				
083 084 085 086 087 088		39.48° 27.33° 52.41°	5 821"57 E N 85'48'32" E S 87'36'54" W	27.29	0176 0176 0177	20.00	3.87	S 04 10'45" W S 2741'01" E	3.87'

LA CIMA PHASE I, SECTION 2 FINAL PLAT

BATE C+- 3- 8	DRAWN BY: "Y	CREW: DATE VK	
SCALE - "-150" 100 9: 005950	DRAWING #: P AT	FD 4: PfAN v 1207	Bown
			CONSUL
			CONSOL

FINAL PLAT
LA CIMA
PHASE I, SECTION 2
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS
SHEET 4 OF 4
PLAN #: 1207

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

Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. 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 located within an area over which the City of San Marcos holds a Certificate of Convenience and Necessity (CCN) for water service. The City will 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.
- **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.

<u>6. Construction, Operation and Maintenance of Roads and Streets</u>
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.