

H'g5rfNOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OWNER'S CONSENT TO ANNEXATION OF LAND

Date: April 28, 2020

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

Owner: OUTLET WEST INVESTORS, LTD., 1300 Post Oak Blvd, Suite 1650, Houston, Texas 77056

Property: 9.61 +/- acres out of the Edward Burleson Survey No. 18, Abstract No. 63, Hays County

Owner petitioned the City to initiate proceedings to annex the Property. Owner acknowledges and agrees that, in connection with annexation of the Property:

1. Owner does not wish to enter into a development agreement with the City under Section 212.172 and has declined the offer by the City of such a development agreement.
2. Unless specifically authorized by a written agreement with Owner approved by the City Council under applicable ordinances, the City has no obligation to extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property at the City's expense, and the City has made no offers, representations or promises that the City will, at the City's expense, extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property. Such extensions to the Property shall be made available in the same manner and on the same basis as available to other areas of the City, whereby it shall be Owner's sole obligation, and at Owner's sole expense, to construct and install all infrastructure necessary to extend such services to the Property under applicable ordinances.
3. From and after the Effective Date (as defined below), Owner waives any and all rights of Owner to assert any claim or demand, or to file suit against, and covenants not to sue, the City on the basis that the annexation of the Property by the City is invalid, void or voidable, in whole or in part.
4. This instrument is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings concerning this instrument shall lie in State courts having jurisdiction 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 instrument is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this instrument will continue in force if they can be given effect without the invalid portion.

6. After the Effective Date (as defined below), this instrument may be recorded in the Official Public Records of the County or Counties in which the Property is located and is binding on Owner's successors, heirs and assigns, and any future owners of the Property.

7. This instrument shall not be effective unless and until the date (the "Effective Date") that all of the following conditions (the "Conditions") have been satisfied: (i) an ordinance annexing the Property is finally passed, approved and adopted by the City's city council, and (ii) Owner has conveyed fee title to the Property to CBTX Capital, LLC, or its permitted assigns, pursuant to that certain Commercial Contract – Unimproved Property between Owner and CBTX Capital, LLC with an effective date of November 22, 2019, as such contract may be amended. In the event that all the Conditions have not been fully satisfied by April 2, 2021, then this instrument shall be null and void and of no further force or effect.

[SIGNATURE(S) ON NEXT PAGE]

Outlet West Investors, Ltd.

By:

APPROVED
BMA
5/4/20

STATE OF Texas §
COUNTY OF Harris §

Marwan Ingler
Notary Public, State of Texas