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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to approve an interlocal agreement with the City of San Marcos for the lease of office and courtroom space within the Hays County Government Center for the City of San Marcos Municipal Court.

ITEM TYPE

MEETING DATE

AMOUNT REQUIRED

ACTION-MISCELLANEOUS

September 24, 2013

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

Please see the attached lease which was approved during the 9/17/2013 City of San Marcos Council meeting.

FILED:

HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28396 VOL V PG 247

092413

**INTERLOCAL AGREEMENT
FOR
COMMERCIAL OFFICE LEASE**

712 South Stagecoach Trail , San Marcos, Texas

This is an Interlocal Agreement for the Lease of Commercial Office Space (hereinafter "Agreement") dated October 11, 2013 and entered into between *the City of San Marcos, Texas*, (hereinafter "Lessee") and *Hays County*, a political subdivision of the State of Texas as (hereinafter "Lessor"). The above-cited parties shall be collectively referred to as "the parties to this Agreement" or "the parties".

1.1 Interlocal Agreement.

This is an Agreement made pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code), which empowers the parties to contract with each other in the performance of services that each party is authorized to perform individually, including the leasing of real property. Pursuant to the Interlocal Cooperation Act, (i) the execution of this agreement is authorized by the governing body of each party to this Agreement; (ii) payments of rent by Lessee under this Agreement, other than those rent payments accounted for by the credit cited in Section 3.1, below, shall be made from current revenues that are available to Lessee; and (iii) the rents paid under this agreement are considered by the parties to be fair compensation to Lessor for the Leased Premises.

1.2 The Leased Premises.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the "Leased Premises" which consists of "Lessee's Office Space" and "Lessee's Courtroom Space" as defined below.

- (a) *Lessee's Office Space.* "Lessee's Office Space", to which Lessee shall have exclusive use rights of Suite 2233 of the Hays County Government Center, located at 712 South Stagecoach Trail, San Marcos, Texas 78666, as outlined on the floor plan contained in Exhibit A.
- (b) *Lessee's Courtroom Space.* "Lessee's Courtroom Space", to which Lessee shall have non-exclusive use rights of Courtroom space of the Hays County Government Center located at 712 South Stagecoach Trail, San Marcos, Texas 78666, as outlined on the floor plan in Exhibit B and per the schedule and terms outlined in Exhibit C. Actual courtroom assignments shall be scheduled monthly and coordinated with the appropriate Lessor's "Court Administrator" as identified in Exhibit C. "Additional courtroom charges" per section 2.2 shall apply for use beyond that as described in Exhibit C. The Parties recognize that courtroom demands can occasionally present a need to adjust schedules on short notice, and the Parties agree to mutually cooperate to efficiently serve the citizens of the City of San Marcos, and Hays County as a whole.

1.3 Lease Purpose.

Lessee shall use Lessee's Office and Courtroom Space for operation of the San Marcos Municipal Court, which includes but may not be limited to providing administrative support to the operations of the Municipal Court, processing filings and payments, holding appearance dockets, and holding jury and bench trials ("Lease Purpose").

1.4 Rentable Area.

Lessee's approximate "rentable area" is 1930 square feet for Suite 2233, 12,000 square feet of common area, and 2070 square feet for courtroom space.

2.1 Rent and Other Charges.

Charges for "rent(s)" and "Other charges" are set forth below.

<u>Lessee's Space/Fee</u>	<u>Monthly</u>	<u>Annualized</u>
Suite 2233	\$ 2,412.50	\$ 28,950.00
Pro-rated Common Areas	\$ 1,500.00	\$ 18,000.00
Pro-rated Courtroom Space	\$ 1,242.00	\$ 14,904.00
General Building Security Charge	\$ 881.12	\$ 10,573.44
Custodial Charge	\$ 100.00	\$ 1,200.00

Building name: Hays County Government Center
Lessor's Name: Hays County, Texas
Lessee's name: The City of San Marcos

Lessor initials: 
Lessee initials: 

Utilities Charge	\$309.07	\$ 3,708.84
Total Charges before application of credits	\$6,444.69	\$ 77,336.28

2.2 Additional Security and Courtroom Charges

“Additional security charges” and “additional courtroom charges” shall be due upon delivery of written notice in accordance with paragraph 27.1.

- (a) *Additional Security Charges.* If Lessee causes the main front entrance to the Hays County Government Center to be opened or to remain open for entry by the general public outside the hours of 8:00 AM and 8:00 PM on Wednesdays or the hours of 8:00 AM and 5:00 PM on any other day of the week (“normal hours for public entry”), due to “public use” of Lessee’s operations extending beyond the close of business, “additional security charges” of \$450.00 per hour will apply. “Public use” will be determined if either the Lessee’s office or the Lessee’s assigned Courtroom are open to the public.
- (b) *Additional Courtroom Charges.* If “courtroom use” outside of the times outlined in Exhibit C is necessary, a rate of \$16.00 per hour will apply. The “additional courtroom use” must be agreed to, in writing, by the appropriate Lessor’s “Court Administrator”.

3.1 Payments, Application of Credits, Payment Schedule, and Place of Payment.

The monthly rent shall be due on the first day of each calendar month without demand. Partial months shall be prorated. All rent and other sums are due at the address designated by Lessor. All sums due by Lessee shall be made from current funds and are not subject to any claim of credit by Lessee, except those credits defined below and described in the Interlocal Development Agreement executed between Hays County and the City of San Marcos on or about April 6, 2010, which is attached hereto as Exhibit D (hereinafter the “Development Agreement”). Lessee’s rent and fee payments are without right of setoff or deduction except as described below. The total credit of one-hundred thousand dollars (\$100,000 USD) granted under this lease agreement shall represent full satisfaction and accord of the Lessor’s obligations under section 2.7 of Article II of the Development Agreement. Monies mailed are considered timely paid only if received by Lessor by the due date. Rent and late payment charges shall be paid without notice or demand. All other sums shall be due upon delivery of written notice in accordance with paragraph 27.1.

Total Credit claimed by Lessee

One-hundred Thousand dollars (\$100,000.00 USD) to be applied over the five year term as follows:

Lease Years 1-3

Twenty-seven Thousand dollars (\$27,000.00 USD) credit applied over twelve (12) months for Lease Years one (1) through three (3) at Two-thousand, Two-hundred-and-fifty dollars (\$2,250.00 USD) per month

Lease Years 4-5

Nine-thousand, Five-hundred dollars (\$9,500.00 USD) credit applied over twelve (12) months for Lease Years four (4) thorough five (5) at Seven-hundred, Ninety-one dollars and Sixty-seven cents (\$791.67 USD) per month

Resulting Monthly Payment Schedule

Months 1-36: Four-thousand, One-hundred-and-ninety-four dollars and Sixty-nine cents (\$4,194.69 USD)

Months 37-60: Five-thousand, Six-hundred-and-fifty-three dollars and two cents (\$5,653.02 USD)

4.1 Term, Possession, and Anniversary.

The commencement date of the lease term shall be October 1, 2013. The initial lease term shall be for 60 full calendar months from commencement date, the last day of the lease term being September 30, 2018. Rent will begin to accrue on the lease commencement date. The Effective Date of this Agreement shall be the date upon which the last of the Parties duly executes it, below. The Effective Date shall not be construed as the lease

Building name: Hays County Government Center
 Lessor's Name: Hays County, Texas
 Lessee's name: The City of San Marcos

Lessor initials: HC
 Lessee initials: [Signature]

commencement date described above, but shall represent the date upon which other contractual rights of the Parties commences (e.g. Lessee's right to finish out, as described in Section 5.1, below).

- (a) *Renewal Option.* Following written notice to Lessor provided at least 90 days before the end of the lease term, Lessee may renew this lease for an additional term of up to five (5) years on terms mutually agreed upon. Lessor may terminate Lessee's option to renew by providing written notice to Lessee no later than one (1) year before the end of the lease term that Lessor does not intend to renew the lease.

4.2 Delivery of Possession.

Lessor shall deliver keys and/or access cards or codes and possession of Lessee's office space to Lessee on the lease commencement date stated in paragraph 4.1 unless otherwise agreed in writing by the parties. Lessor shall have completed make-ready improvements as described in Exhibit E prior to the commencement date. Lessee shall not be liable for rent until Lessor delivers possession of the leased premises to Lessee. If there is a delay in delivery of possession due to Lessor's make-ready improvements, the commencement date shall be delayed until Lessor's make-ready improvements have been completed, and neither Lessor nor Lessor's agents shall otherwise be liable for any damages; and the lease shall not terminate.

5.1 Tenant Finish-Out.

Subject to paragraph 13.1, Lessee shall be allowed to make such initial improvements or alterations as described in Exhibit F. Lessor shall allow Lessee access to the Leased Premises following execution of this agreement during preparation for move-in in advance of the date Lessor delivers possession under paragraph 4.2 of this Agreement.

6.1 Quiet Possession.

If Lessee is current and in compliance with all of Lessee's obligations under this lease, Lessee shall be entitled to peaceful and quiet possession and enjoyment of Lessee's office space, subject to the terms and conditions of this lease. Lessee shall have access to common parking areas at all times, subject to paragraph 9.2.

7.1 Utilities and Services by Lessee.

Except where otherwise stated in this lease, Lessor agrees to maintain existing accounts in its name, pay for the associated utilities and services, and include "other charges" as defined in paragraph 2.1. The "other charges" shall cover expenses for the following services.

- (a) Electric
- (b) Water and Wastewater
- (c) Solid Waste Disposal
- (d) Security system monitoring
- (e) General Building security
- (f) Interior janitorial services

7.2 Utilities and Services by Lessor.

Except where otherwise stated in this lease, Lessor agrees to provide the following utilities and services at no additional charge:

- (a) Grounds maintenance



7.3 Interruption of Courtroom Access, Utilities, Services, or Telephones.

Temporary interruption of courtroom access or interruption/malfunction of utilities, services, and/or telephones shall not render Lessor liable for damages, rent abatements, or release of any Lessee obligation. Lessor shall use diligent efforts to have such utilities and services restored as soon as reasonably possible.

8.1 Maintenance and Repairs by Lessor.

Except as provided in paragraph 8.2, Lessor shall repair and/or replace, as needed, the following items, so long as they are building standard items: including but not limited to ballasts, fixtures, exterior walls, the foundation, flooring beneath floor finishes, exterior windows, roofs, other structural elements, the electrical, plumbing, hardware, appliances, doors, wall and window coverings, and heating and ventilating systems of the building.

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Lessor initials: 
Lessee initials: 

Lessor shall provide additional maintenance necessary because of damages by persons other than Lessee, or Lessee's agents, employees, family, licensees, invitees or visitors. Lessor shall use diligence to provide for the maintenance, repair, reconnection of interrupted utilities or services, subject to any reimbursement obligations of Lessee under paragraph 8.2. Lessor may rekey at any time. Lessor may temporarily close any part of the common facilities if reasonably necessary for repairs or construction. Repairs and maintenance shall be in accordance with applicable governmental requirements. Lessor shall provide weekly cleaning services

8.2 Maintenance and Repairs by Lessee.

Lessee shall promptly reimburse Lessor for the cost of maintaining, repairing or replacing non-building standard items and the cost of repairing or replacing damage which is caused inside Lessee's office space by Lessee, Lessee's agents, employees, family, or licensees, invitees, visitors, or customers or outside Lessee's office space by Lessee or Lessee's employee's, agents, or contractors. Lessor shall have right of approval of all repairmen or maintenance personnel. Lessee shall not damage or allow other persons listed above to damage any portion of the leased premises. Lessee shall pay for replacement of all non-building standard light bulbs and for unstopping any drains or water closets in Lessee's office space. If Lessee or Lessee's workmen or contractors are permitted to repair, alter, or modify Lessee's office space, Lessee shall warrant that no mechanic or materialman's lien shall be filed against the leased premises and that all such contractors shall provide evidence of liability insurance as required by Lessor. All such work shall be in accordance with applicable governmental requirements.

8.3 Telecommunications.

All telecommunications equipment necessary to serve Lessee shall be located in Lessee's office space and paid for by Lessee. Lessee may not require Lessor to install or allow others, without the written consent of Lessor, to install telecommunication lines or equipment elsewhere in the building.

9.1 Authorized Personnel, Access, Keys, Locks, and Security.

- (a) *Lessee's Authorized Personnel.* Lessee shall provide Lessor with a list of authorized personnel assigned to work within the Leased Premises prior to the commencement date.
- (b) *Access.* Except in emergency situations, Lessee's authorized personnel shall have access to the Leased Office Space at all times during the Lease Term. Lessee's authorized personnel shall have access to courtroom space as outlined on the floor plan in Exhibit B per the schedule outlined in Exhibit C. With the exception of the Municipal Judge and one (1) Court Clerk, all courtrooms shall be accessed through the public entrance. All other Lessee Personnel are limited to the "employee areas" as defined in Exhibit A, when accessing the secure, back hallway on the 2nd floor. With the exception of the Municipal Judge and one (1) Court Clerk, all 3rd floor courtrooms shall be accessed through the public entrance. As noted in Exhibit G, access to the secure elevator and secure parking area is limited to the Municipal Judge. All other Lessee's authorized personnel shall access the main building through the east or west employee entrances. Visitors shall enter the main building through the secure, front entrance and shall be subject to security screening by law enforcement personnel. Lessor shall have access to the Leased Premises during working hours for reasonable business purposes upon prior notice to Lessee except notice shall not be necessary in the event of an emergency threatening life or property or the lawful exercise of Lessor's remedies in case of default by Lessee.
- (c) *Keys.* Lessor shall furnish Lessee keys or access codes or cards for the Leased Premises for all authorized Lessee Personnel. A replacement fee of \$10.00 shall be charged for the replacement of any key or access card provided by Lessor. Lessor shall not be liable for risk of loss resulting from Lessee's keys, access codes, or cards being stolen, lost or used by unauthorized persons. Lessor reserves the right to rekey or change locks for security reasons. Lessee shall not allow use of keys or access cards by any persons with the exception of authorized personnel.
- (d) *Locks.* Lessee may not add locks, change locks, or rekey locks without written permission of Lessor. Locks may be changed at Lessee's request and expense. If locks to the Leased Premises are changed, Lessor may specify kind and brand of locks, placement, installation, master key compatibility, etc. If Lessee or any of Lessee's employees lock themselves out of Lessee's suite, said person must call a fellow-

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employee to gain access. Lessor is not authorized to unlock a door that accesses an area leased solely by Lessee except for emergency purposes.

- (e) *Security.* Lessor shall maintain "Building Security" during working hours, 8:00 AM to 5:00 PM Monday, Tuesday, Thursday, and Friday, and 8:00 AM to 8:00 PM on Wednesdays. Access to any part of the facility by the Public or any other visitor shall cease at the close of business. Lessor shall have no duty to provide any security services of any kind unless expressly provided in this lease. Lessor shall not be liable to Lessee or Lessee's employees, family, customers, invitees, contractors, or agents for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. Lessee shall lock the doors of the Leased Premises when the last person leaves such Premises for the day. If such actions do not unreasonably interfere with Lessee's occupancy, Lessor may take reasonable measures that Lessor deems advisable for the security, safety, improvement, and preservation of the Building, including maintaining a presence inside courtrooms when the public is present.

9.2 Parking.

Lessor shall have sole control of private and public parking spaces included within the subject matter of this lease. If vehicles are parked in violation of Lessor parking rules, if any, or in violation of state statutes, Lessor may exercise vehicle removal remedies under Texas Transportation Code, Chapter 684 upon compliance with statutory notice. The Municipal Judge shall be provided access to the secure parking area as described in Exhibit G.

10.1 Occupancy, Nuisance, and Hazards.

Lessee's office space shall serve the Lease Purpose stated in Section 1.3, above, shall be occupied only by Lessee or Lessee's employees, and shall not be left entirely vacant or used exclusively for storage. Lessee and Lessee's agents, employees, family, licensees, invitees, visitors, and contractors shall comply with all federal, state, and local laws relating to occupancy or to criminal conduct while such persons are on the leased premises. Lessee and the persons listed above shall not (i) use, occupy, or permit the use or occupancy of the leased premises for any purpose which is directly or indirectly forbidden by such laws or which may be dangerous to life or property, (ii) permit any public or private nuisance, (iii) disturb the quiet enjoyment of other tenants, (iv) do anything which might emit offensive odors or fumes, (v) make undue noise or vibrations, (vi) permit anything which would cancel insurance coverage or increase the insurance rate on the building or contents, or (vii) otherwise damage the leased premises, except for normal wear and tear. Normal wear and tear is damage that occurs without carelessness, negligence, accident, or abuse.

11.1 Intentionally Deleted

12.1 Insurance.

Lessor and Lessee shall comply with the respective insurance obligations as set forth below:

- (a) *Lessor.* Lessor shall maintain commercial general liability insurance and all-risk insurance subject to standard policy exclusions and limitations through the Texas Association of Counties Risk Pool. Such insurance may contain policy exclusions as reasonably determined by Lessor. The coverage amounts shall be as Lessor may deem reasonably appropriate. Lessor shall have no responsibility to maintain any kind of insurance on Lessee's contents. Lessor shall have no responsibility to maintain fire and extended coverage insurance on Lessee's contents.
- (b) *Lessee.* Lessee shall provide Lessee's own public liability insurance or risk pool policy for its operations on the leased premises. In no event shall such coverage limits be less than three-hundred-thousand dollars in United States currency (\$300,000 USD) per offense (aggregate). Lessee is required to maintain adequate fire and extended coverage insurance (including theft, vandalism and malicious mischief) on the contents in Lessee's office space, including fixtures, furniture, equipment, supplies, inventory, and other personal property. Such personal property is not covered by Lessor's insurance.
- (c) *Insurance certificates.* Lessee shall provide Lessor with a certificate of Lessee's Insurance/Risk Pool Policy or a copy thereof as required above within seven (7) days after Lessee initially occupies Lessee's office space or any portion thereof.

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Lessee's name: The City of San Marcos

Lessor initials: ke
Lessee initials: [Signature]

12.2 Hold Harmless and Indemnity.

To the extent that it is not covered by Lessor's insurance and to the extent permissible by law, Lessee shall indemnify Lessor for and shall hold Lessor harmless from all fines, claims, liabilities, and suits (including costs and expenses of defending against same) resulting from any breach or nonperformance of the lease by Lessee or Lessee's agents, employees, family, licensees, or invitees. To the extent that it is not covered by Lessee's insurance, Lessor shall indemnify Lessee for and shall hold Lessee harmless from all fines, claims, liabilities, and suits (including costs and expenses of defending against same) resulting from any breach or nonperformance of the lease by Lessor or Lessor's agents, employees, family, licensees, or invitees. To the extent that it is covered by Lessor's insurance, Lessor and Lessee shall not be liable to the other or the other's agents, employees, or family for any damage to personal property resulting from any act, omission, or negligence of any other tenant, visitor, or occupant of the office building. This paragraph shall survive termination or expiration of this lease. The provisions of this paragraph 12.2 are limited as follows: **All obligations of the Lessee, shall be enforceable against Lessee only to the extent permitted by law and with the limitation and understanding of Lessor that Lessee in no manner waives any limitations on liability or any immunity from suit or liability granted by applicable laws or the Texas Constitution.**

13.1 Alterations by Lessee.

Lessee may not make any alterations, improvements, door lock changes, or other modifications of any kind to the leased premises without Lessor's written consent. Consent for governmentally required changes may not be unreasonably withheld. "Alterations" include but are not limited to improvements glued, screwed, nailed, or otherwise permanently attached to the building, structural changes, roof and wall penetrations, and all plumbing, electrical, and HVAC changes. Requests for Lessor's approval shall be in writing and shall be detailed to Lessor's reasonable satisfaction. The foregoing shall be done only by Lessor's contractors or employees or by third parties approved by Lessor in writing. Lessee shall pay in advance for any requested alterations, improvements, or other modifications which are approved and performed by Lessor. If same are performed by Lessee with Lessor's permission, Lessee shall not allow any liens to be placed against the buildings as a result of such additions or alterations. Alterations, improvements, and modifications done at Lessee's request shall comply with all applicable laws. Changes in Lessee's alterations or improvements in Lessee's space which may be later required by governmental action shall also be paid for by Lessee.

13.2 Americans With Disabilities Act.

Lessor shall be responsible for any requirements under the Americans with Disabilities Act or similar state or local laws as they relate to any common area entrance and exit doorways and elevators and any doors into Lessee's office space and to structural building items that Lessor is required to maintain under the terms of this lease. Lessee agrees to cooperate fully with Lessor to enable Lessor to timely comply with the provisions of this paragraph and to immediately forward to Lessor any notice Lessee receives regarding complaints, injuries, or claims by anyone claiming that those items which are the responsibility of Lessor do not comply with the provisions of the Americans with Disabilities Act. Lessee shall be responsible for any requirements under such architectural barrier laws as they relate to Lessee's use of Lessee's office space, including, but not limited to, the positioning of Lessee's furnishings within the office space.

14.1 Removal of Property by Lessee.

Lessee may remove its trade fixtures, furniture, and equipment only if (i) such removal is made prior to the end of the lease term, (ii) Lessee is not in default under this lease at time of removal, and (iii) such removal is not in anticipation of an early moveout prior to the end of the lease term. Lessee shall pay all costs of removal. Lessee shall have no rights to property remaining on the leased premises after moveout. Upon moveout, Lessee may not remove any alterations as defined in paragraph 13.1 or improvements such as wall-to-wall carpeting, book shelves, window coverings, drapes, cabinets, paneling, counters, kitchen or breakroom built-ins, shelving, wall covering, and anything else attached to the floor, walls, or ceilings. If and only if Lessor requests in writing no later than one month after Lessee moves out and receives the consent of Lessor, Lessee may remove alterations, fixtures, equipment, cabling, and other property installed by Lessee. Lessee shall pay for cleaning or repairing damage caused by Lessee's removal of any property.

Building name: Hays County Government Center
Lessor's Name: Hays County, Texas
Lessee's name: The City of San Marcos

Lessor initials: _____
Lessee initials: [Signature]

15.1 Subletting and Assignment.

Lessee may not sublet, assign, pledge, or mortgage this lease and may not grant licenses, commissions, or other rights of occupancy to all or any part of the Leased Premises without Lessor's prior written approval.

16.1 Destruction by Fire or Other Casualty.

- (a) *Total destruction, rent abatement, and restoration.* If Lessee's office space is totally damaged by fire or other casualty so that it cannot reasonably be used by Lessee and if this lease is not terminated as provided in subparagraph "d" below, there shall be a total abatement of Lessee's rent and Lessee's obligation to pay office building operating expenses until Lessee's office space is restored by Lessor and Lessee.
- (b) *Partial destruction, rent abatement, and restoration.* If Lessee's office space is partially destroyed or damaged by fire or other hazard so that it can be only partially used by Lessee for the purposes allowed in this lease and if this lease is not terminated as provided in subparagraph "d" below, there shall be a partial abatement of Lessee's rent and Lessee's obligation to pay office building operating expenses which fairly and reasonably corresponds to the time and extent to which Lessee's office space cannot reasonably be used by Lessee.
- (c) *Restoration.* Lessor's obligation to restore shall be limited to the condition of the leased premises existing prior to the casualty. Lessor shall proceed with diligence to restore. During restoration, Lessee shall continue business to the extent practical in Lessee's reasonable judgment.
- (d) *Lease termination.* If Lessee's office space or the office center is so badly damaged that restoration and repairs cannot be completed within six (6) months after the fire or casualty, then this lease may be terminated as of the date of the destruction by either Lessor or Lessee by serving written notice upon the other. Termination notice must be delivered within one (1) month after the casualty.

17.1 Intentionally Deleted

18.1 Default by Lessor.

Lessee shall be entitled to recover actual damages and terminate this lease if (i) Lessor fails to pay any sum due and owing to Lessee within seven (7) days after written demand from Lessee, or (ii) Lessor remains in default on any other obligation for seven (7) days after Lessee's written demand for performance. However, Lessor shall not be in default if Lessor promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default. If taxes and utilities are not timely paid, Lessee may pay same to the extent that it is necessary to avert foreclosure or cutoff. If Lessor fails to perform any covenant, term or condition of this lease that Lessor is obligated to perform and, as a consequence of such nonperformance, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of Lessor's equity in the property. Lessor shall have no liability whatsoever for any deficiency, and no other property or assets of Lessor shall be subject to levy, execution or other enforcement procedures as a result of such judgment.

19.1 Default by Lessee.

If Lessee defaults, Lessor shall have any or all remedies set forth below.

- (a) *Definition of default.* The occurrence of any of the following shall constitute a default by Lessee: (i) failure to pay rent or any other sum due by Lessee under this lease within 30 days after written demand therefor by Lessor; (ii) failure to vacate on or before the last day of the lease term, renewal term, or extension period; (iii) failure to pay rent in advance on a daily basis in the event of unlawful holdover by Lessee; (iv) unauthorized early move-out or notice of same as set forth below; (v) acquisition of Lessee's interest in the lease by a third party by judicial or non-judicial process; or (vi) failure to comply with any other provision of the lease (including rules) if such failure to comply is not cured as soon as possible after delivery of written notice by Lessor to Lessee. However, Lessee shall not be in default under subclause (vi) above if Lessee promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default.

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Lessor's Name: Hays County, Texas
Lessee's name: The City of San Marcos

Lessor initials:
Lessee initials:

- (b) *Utilities and services.* If Lessee is in default for nonpayment of rent or other sums due and if Lessee fails to pay same in full within 30 days after Lessor hand delivers to Lessee or to Lessee's representative written notice of Lessor's intent to terminate utilities or services which are furnished by Lessor, then Lessor may terminate such utilities or services after such 30-day notice period, without further notice. Lessor's right to terminate such utilities or services shall occur automatically and without notice if Lessee's rent is accelerated under subparagraph "d" below, relating to unlawful early move-out.
- (c) *Application of Credit upon Default.* If Lessee is in default for nonpayment of rent or other sums due and if Lessee fails to pay same in full within 30 days after Lessor delivers to Lessee or to Lessee's office space a written notice of Lessee's non-payment, Lessor may terminate this lease as provided in subsection (e) and retain the balance remaining of the credit under the Development Agreement referred to in section 3.1 as its sole remedy for damages. The Parties agree that if Lessor applies the remaining credit under this Section, Lessor's obligation to repay the credit shall be fully satisfied.
- (d) *Termination of possession.* If Lessee is in default as defined in subparagraph "a" above and if Lessee remains in default for 30 days after Lessor gives notice of such default to Lessee, or if Lessee abandons the leased premises, Lessor may (with or without demand for performance) terminate Lessee's right of possession by giving one day's written notice to vacate; and Lessor shall be entitled to immediate possession without termination of Lessee's obligations under the lease. Lessor's repossession shall not be considered an election to terminate this lease unless written notice of such intention to terminate is given to Lessee by Lessor. Repossession may be by voluntary agreement or by eviction lawsuit. Subject to the limitation under subsection (c), commencement of an eviction lawsuit shall not preclude other Lessor remedies under this lease or other laws.
- (e) *Termination of lease.* Lessor may terminate this lease upon default by Lessee or at any time after Lessor's lawful re-entry or repossession following default by Lessee. Lessor's agents have authority to terminate the lease only by written notice given pursuant to paragraph 27.1.

21.1 Nonwaiver.

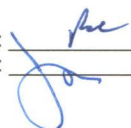
The acceptance of monies past due or the failure to complain of any action, nonaction, delayed payment, or default, whether singular or repetitive, shall not constitute a waiver of rights or obligations under the lease. Lessor's or Lessee's waiver of any right or any default shall not constitute waiver of other rights, violations, defaults, or subsequent rights, violations, or defaults under this lease. No act or omission by Lessor or Lessor's agents shall be deemed an acceptance or surrender of the leased premises, and no agreement by Lessor to accept a surrender of the leased premises shall be valid unless it is in writing and signed by a duly authorized agent of Lessor.

23.1 Dispute Resolution.

- (a) *Negotiation.* The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Lease. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.
- (b) *Mediation.* If the dispute has not been resolved within thirty (30) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event that

Building name: Hays County Government Center
 Lessor's Name: Hays County, Texas
 Lessee's name: The City of San Marcos

Lessor initials: _____
 Lessee initials: _____



such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

- (c) Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

24.1 Surrender of Premises.

When Lessee moves out, Lessee shall surrender Lessee's office space in the same condition as on the date of lease commencement by Lessee (as changed or improved from time to time in accordance with this Agreement), less ordinary wear and tear. Removal of property from the leased premises is subject to paragraph 14.1. Upon surrender, Lessee shall provide Lessor with all of Lessee's keys, access codes and cards to the Leased Premises and the combination to all safes and vaults, if any in the Leased Premises.

25.1 Holding Over.

If Lessee remains in possession of the leased premises after the expiration of the lease (including valid lease extensions), then (i) Lessee shall be deemed to be occupying the leased premises as a tenant-at-sufferance on a daily basis, subject to all obligations of the lease, (ii) Lessee shall pay rent for the entire holdover period at the rate of 125% of the then-current rental rate under this lease, (iii) Lessee shall be subject to all other remedies of Lessor as provided in paragraph 19.1, and (iv) Lessee shall, to the extent permitted by law and without waiving any limitations on liability or immunity from suit or liability under applicable laws or the Texas Constitution, indemnify Lessor and/or prospective tenants for damages, including lost rentals, storage expenses, and attorney's fees. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand; and the prior written notice and waiting period requirements of this lease shall not be necessary in order for Lessor to exercise remedies thereunder. Lessee shall be obligated to pay all holdover rents in current funds, and no assertion of credit by Lessee shall be valid. By written agreement of the parties, Lessee may avoid being subjected to the above terms and penalties by extending the lease term for a period of one month (and for as many one-month periods thereafter as agreed to by the parties) at a minimum rate of 125% of the then-current rental rate under this lease.

26.1 Signs and Building Name.

Lessor shall provide for inclusion of information identifying the San Marcos Municipal Court and its location in any directory signs maintained by Lessor. Lessee may install wall mounted and window signs in or immediately outside Lessee's Office Space identifying the location of the San Marcos Municipal Court and services available. Lessee may install, in locations approved by Lessor, temporary and portable directory signs on stands directing persons conducting municipal court business to Lessee's Office Space and Lessee's Courtroom Space. All signs are subject to the prior written approval of Lessor. All signs or lettering shall conform to the sign and lettering criteria established by Lessor. Unless otherwise agreed by the parties, suite signage and building directory changes shall be done exclusively by Lessor and at Lessee's expense. Lessor may remove all unapproved signs without prior notice to Lessee and at Lessee's expense.

27.1 Notices.

Except as otherwise specifically indicated herein, the following persons are designated as the parties' authorized representatives to receive notices, to receive requests and to grant permission or consent under various provisions under this lease. A party may designate a new representative by providing notice of the change to the designated representative of the other party. For notices, demands or requests related to default or termination of this lease, copies of same shall be delivered to the County Judge and County Attorney for Lessor and the City Manager and City Attorney for Lessee.

Building name: Hays County Government Center
Lessor's Name: Hays County, Texas
Lessee's name: The City of San Marcos

Lessor initials: _____
Lessee initials: _____



Lessor's Representative:

Logan Delgado

Lessee's Representative:

Susie Garcia,
Municipal Court Administrator

Whenever written notice is required or permitted under this lease, such notice shall be in writing and shall be either (i) hand delivered personally to the party being notified, (ii) hand delivered to or inside such party's mailing address, (iii) delivered by fax provided there is a fax transmittal confirmation, or (iv) delivered at such party's mailing address by overnight commercial courier or by certified mail, return receipt requested. The mailing address of Lessor shall be the address to which Lessee normally mails or delivers the monthly rent unless Lessor notifies Lessee of a different address in writing or makes written arrangements for periodic wire transfers. The mailing address of Lessee shall be Lessee's office space under this lease unless Lessee notifies Lessor of a different address in writing. Notice by noncertified mail is sufficient if actually received by the addressee or an employee or agent of addressee. The term "notice" shall be inclusive of notices, billings, requests, and demands.

28.1 Successors.

This lease shall bind and inure to the benefit of the parties, any guarantors of this lease, and their respective successors and assigns.

29.1 Building Operating Expense.

Unless otherwise agreed by the parties in writing, Lessor shall not charge Lessee for Building Operating Expenses, except those expenses defined in Section 7.2 and Section 8.2 of this Agreement. Valid charges for Building Operating Expenses shall be invoiced pursuant to Section 3.1, and shall be provided to Lessee in writing. Lessee shall include payment of any outstanding Building Operating Expenses in its next regular rent payment.

30.1 Representations and Warranties by Lessor.

Lessor warrants that Lessor is the sole owner of the land and improvements comprising the Lease Premises and that Lessor has full right to enter into this lease. Lessor's duties and warranties are limited to those expressly stated in this lease and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by Lessor other than those expressly contained in this lease.

31.1 Place of Performance.

Unless otherwise expressly stated in this lease, all obligations under this lease, including payment of rent and other sums due, shall be performed in the county where the office building is located, at the address designated from time to time by Lessor.

32.1 Miscellaneous.

- (a) This lease contains the entire agreement of the parties. **NO OTHER WRITTEN OR ORAL PROMISES OR REPRESENTATIONS HAVE BEEN MADE, AND NONE SHALL BE BINDING.** This lease supersedes and replaces any previous lease between the parties on Lessee's office space, including any renewals or extensions thereunder. Except for reasonable changes in written rules, this lease shall not be amended or changed except by written instrument, signed by both Lessor and Lessee. **LESSOR'S AGENTS DO NOT AND WILL NOT HAVE AUTHORITY TO (1) MAKE EXCEPTIONS, CHANGES OR AMENDMENTS TO THIS LEASE, OR FACTUAL REPRESENTATIONS NOT EXPRESSLY CONTAINED IN THIS LEASE, (2) WAIVE ANY RIGHT, REQUIREMENT, OR PROVISION OF THIS LEASE, OR (3) RELEASE LESSEE FROM ALL OR PART OF THIS LEASE, UNLESS SUCH ACTION IS IN WRITING AND SIGNED BY BOTH PARTIES TO THIS LEASE.** Multiple lessees shall be jointly and severally liable under this lease. Notices, requests, or agreements to, from, or with one of multiple lessees shall be deemed to be to, from, or with all such Lessees. Under no circumstances shall Lessor or Lessee be considered an agent of the other. The lease shall not be construed against either party more or less favorably by reason of who drafted the lease or changes in the lease. Texas law applies. If any date of performance or exercise of a right ends on a Saturday, Sunday, or state holiday, such date shall be automatically extended through the next business day. Time is of the essence; and all performance dates, time schedules, and conditions precedent to exercising a right shall be strictly adhered to without delay except where otherwise expressly provided.

Building name: Hays County Government Center
Lessor's Name: Hays County, Texas
Lessee's name: The City of San Marcos

Lessor initials: _____
Lessee initials: _____

Time for performance of non-monetary obligations of either party shall be reasonably extended to the extent delay is caused by force majeure (i.e. a cause such as riot, strikes, etc., beyond the control of the party obligated to perform). If any provision of this lease is invalid under present or future laws, the remainder of this lease shall not be affected.

- (b) Subject to Funding. The obligations under this Lease are contingent upon the annual appropriation of funds by the San Marcos City Council for the purposes of this Lease. If the San Marcos City Council fails to appropriate funds for such purposes in any fiscal year during the term of this Lease, the Lease term will be adjusted to terminate concurrently with the end of the period for which funding has been appropriated. Notwithstanding any other provision in this Lease to the contrary, termination of the Lease under this paragraph does not constitute a default by Lessee under any provisions of this Lease and the penalties and remedies for default outlined in this Lease are not applicable.
- (c) Landlord's Liens. Notwithstanding anything to the contrary in this Lease, Landlord shall not assert or enforce a lien or security interest against any property of Lessee that is not permitted by applicable law or funding agreements with the State of Texas or United States of America related to the Lease Purpose. Moreover, any permitted lien or security interest shall be subordinate to any interest in property of the State of Texas or the United States of America arising by virtue of any funding agreements such entities may have with the Lessee. As Lessee is a governmental entity performing governmental functions, Lessor agrees that it may not seize or deny access to and removal by Lessee of any personal property, files, documents and any other possessions of Lessee or its officers, agents, employees or clients on or in the Leased Premises necessary to continue performing such governmental functions. In the event of a lock-out, Lessor agrees to allow Lessee all reasonable access during normal business hours to remove all such things enumerated in the previous sentence from the Leased Premises.

33.1 Exhibit List.

The exhibits attached to this lease are listed below. All exhibits are hereby incorporated in this Agreement by reference as if written fully herein.

Exhibit A	Floor Plan of Lessee's Office Space and Employee Area
Exhibit B	Floor Plan of Courtroom Space
Exhibit C	Courtroom Use Schedule and Terms
Exhibit D	Interlocal Development Agreement
Exhibit E	Lessor's Make-Ready Improvements
Exhibit F	Lessee's Finish Out
Exhibit G	Government Center Layout

34.1 Authority to Sign.

The names and signatures of all parties are shown below; and all persons signing have been duly authorized to sign.

(Signatures are located on the following page)

Building name: Hays County Government Center
Lessor's Name: Hays County, Texas
Lessee's name: The City of San Marcos

Lessor initials: BC
Lessee initials: [Signature]

LESSOR

CITY OF SAN MARCOS
A MUNICIPAL CORPORATION
Printed name of company or firm (if applicable)

JAMES R. NUSE, P.E.,
Printed name of person signing


Signature

City Manager
Title of person signing (if applicable)

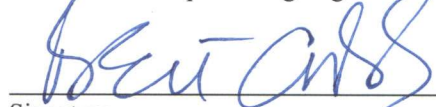
630 East Hopkins, San Marcos, Texas 78666
Lessor Address

10-11-13
Date signed (Please initial all pages and exhibits)

LESSEE

HAYS COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
Printed name of company or firm (if applicable)

BERT COBB, M.D.
Printed name of person signing


Signature

County Judge
Title of person signing (if applicable)

111 E. San Antonio, San Marcos, Texas 78666
Lessee Address

10-11-13
Date signed (Please initial all pages and exhibits)



Attest: 
County Clerk

Building name: Hays County Government Center
Lessor's Name: Hays County, Texas
Lessee's name: The City of San Marcos

Lessor initials: 
Lessee initials: 

Floor Plan of Lessee's Office Space

Building Name: *The Hays County Government Center*

The parties agree that the floor plan of Suite 2233 is a true and correct diagram of Lessee's office space referred to in paragraph 1.2.

(SEE THE FOLLOWING PAGE)

Building name: *Hays County Government Center*
Lessor's Name: *Hays County, Texas*
Lessee's name: *The City of San Marcos*


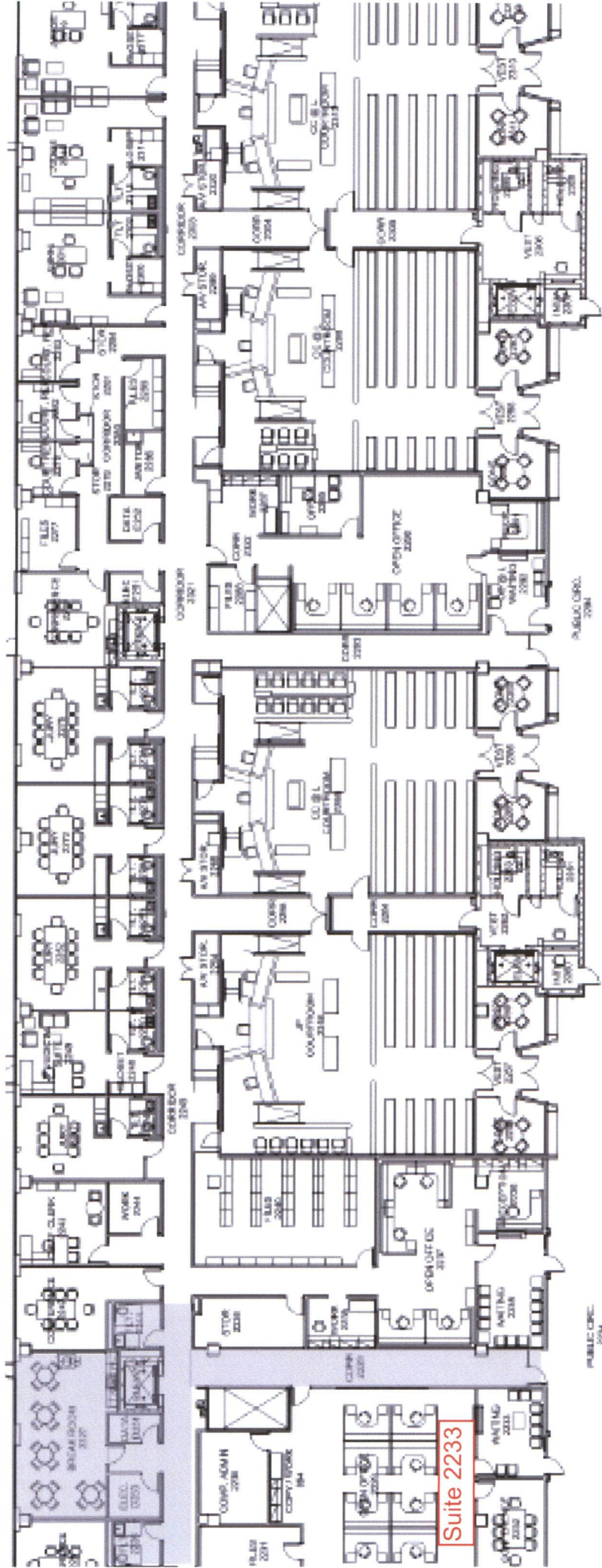
Lessor initials: _____
Lessee initials: 

Exhibit A-Office Space-Suite 2233



Allowed access to "employee areas" in secure hallway (2nd floor) for authorized lessee's personnel



Suite 2233

EXHIBIT B
(three pages)

Floor Plan of Lessee's Courtroom Use Space

Building Name: The Hays County Government Center

The parties agree that the floor plan of the Courtrooms is a true and correct diagram of Lessee's courtroom use space referred to in paragraph 1.2.

(SEE THE FOLLOWING PAGE)

Building name: Hays County Government Center
Lessor's Name: Hays County, Texas
Lessee's name: The City of San Marcos

Lessor initials:
Lessee initials:



Exhibit B-Courtroom Space (2nd Floor)

Secure Elevator for
Municipal Judge

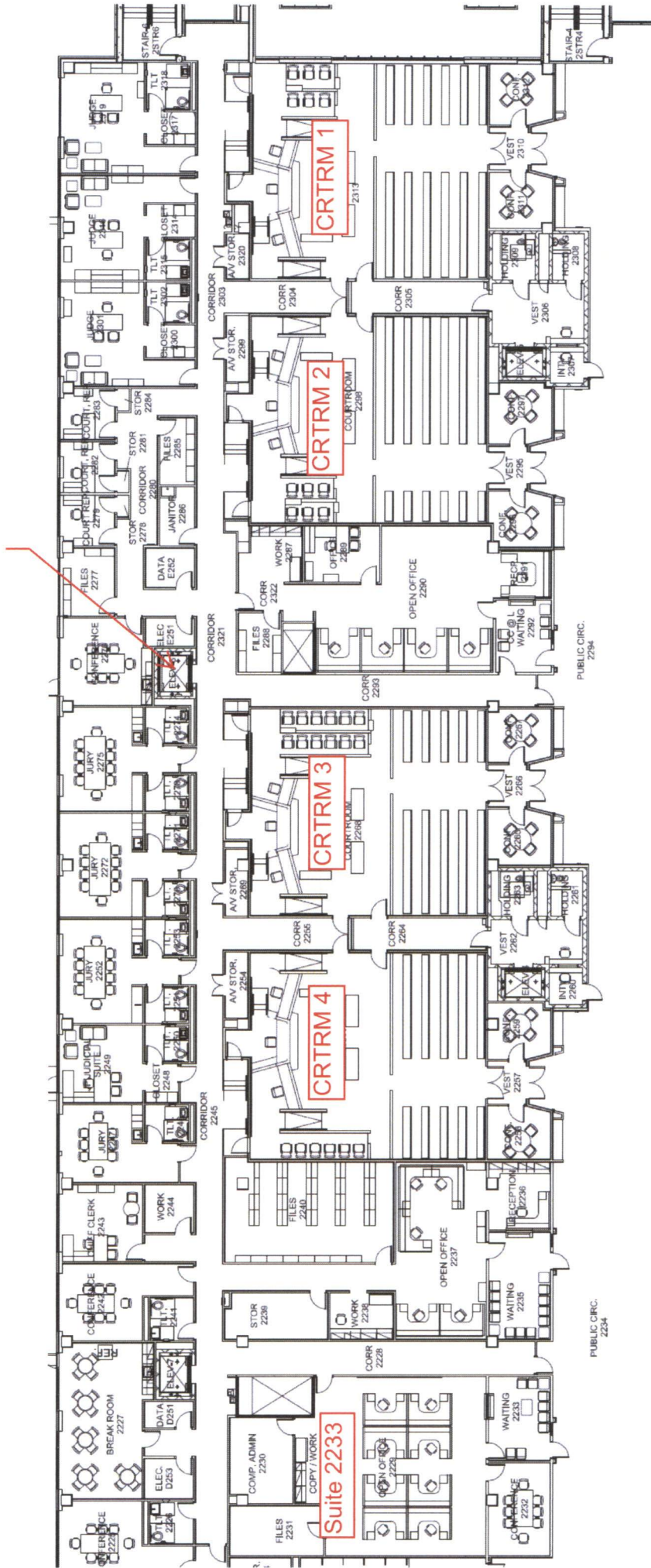
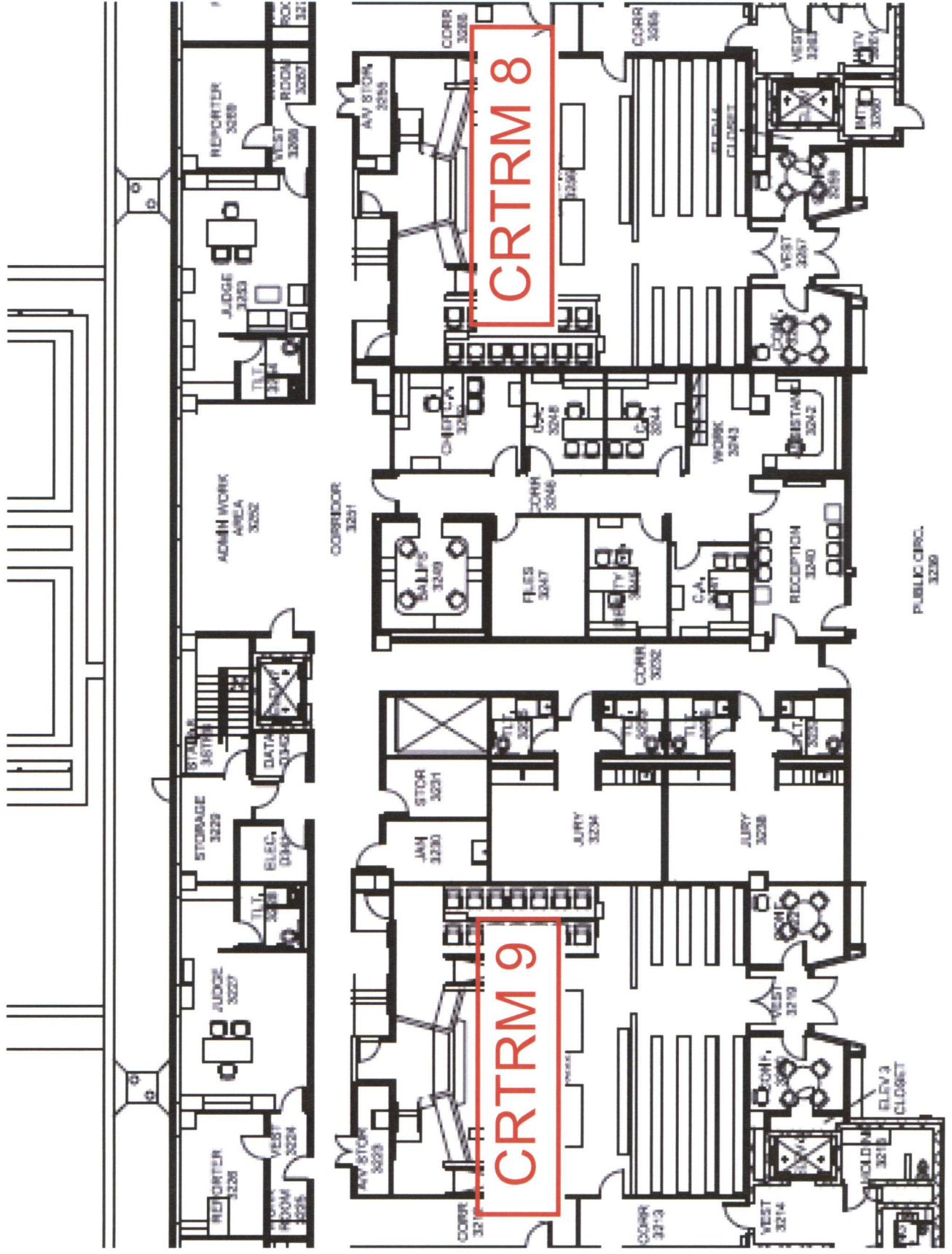


Exhibit B-Courtroom Space-(3rd Floor)



Courtroom Schedule

Building Name: *The Hays County Government Center*

The parties agree to the schedule for Courtroom use referred to in paragraph 1.2.

(SEE THE FOLLOWING PAGE)

Building name: *Hays County Government Center*
Lessor's Name: *Hays County, Texas*
Lessee's name: *The City of San Marcos*

Lessor initials: *BC*
Lessee initials: *[Signature]*

Exhibit C-Courtroom Schedule

City of San Marcos Municipal Court of Record

Time	Monday	Tuesday	Wednesday	Thursday	Friday
08:00					
09:00		Bench Trials (as needed)		Jury Trial Docket	
10:00		Plea Docket		(as needed up to 3 trials)	
11:00					
12:00					
13:00			Attorney Docket		
14:00	Show Cause/ Revocation (as needed)	Plea Docket	Pre Trial Docket	Dangerous building (as needed)	
15:00		Bench Trials (as needed)	Juvenile Docket		
16:00					
17:00	Closed	Closed	Teen Court 3x mthly	Closed	Closed
18:00			Plea Docket		
19:00					
20:00			Closed		

	2 nd Floor Courtroom #4, Justice of the Peace, Precinct 1-2 Court Administrator-Hortencia Urrutia, hurrutia@co.hays.tx.us , 512.393.7636
	2 nd Floor Courtroom-#3 (#1 and #2 as alternates), County Courts at Law Court Administrator-Rene Garner, rene@co.hays.tx.us , 512.393.7625
	3 rd Floor Courtroom-#8 (#9 as alternate), District Courts Court Administrator-Steve Thomas, steve.thomas@co.hays.tx.us , 512.393-7700

Actual courtroom assignments shall be scheduled monthly and coordinated with the appropriate "Court Administrator". If "courtroom use" outside of the times outlined in this Exhibit is necessary, a rate of \$16.00 per hour will apply. The "additional courtroom use" must be agreed to, in writing, by the appropriate "Court Administrator".

Interlocal Development Agreement

Building Name: *The Hays County Government Center*

The parties agree to the application of a \$100,000.00 credit per the Interlocal Development Agreement.

(SEE THE FOLLOWING PAGE)

Building name: *Hays County Government Center*
Lessor's Name: *Hays County, Texas*
Lessee's name: *The City of San Marcos*

Lessor initials: *bc*
Lessee initials: *[Signature]*

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an Interlocal Development Agreement between Hays County and the City of San Marcos, Texas related to the Government Center project on Stagecoach Trail in San Marcos.

CHECK ONE: CONSENT ACTION EXECUTIVE SESSION
 WORKSHOP PROCLAMATION PRESENTATION

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: Staff and consultants for Hays County have been in discussions with City staff, and have negotiated many terms regarding development of the Government Center project. All Parties thought it best to commit these terms to an agreement so there would be no confusion about how the Parties would interact going forward. This Development Agreement does just that. This Court voted on a version of this Agreement on January 19, 2010. However, there have been modifications to the Agreement since then. For that reason, the item is being brought back for consideration.

FILED: **APR 13 2010**
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 27006 VOL U PC 324



Office of the City Clerk

April 20, 2010

Sylvia

Re: Interlocal Development Agreement

The Interlocal Development Agreement between the City of San Marcos, Texas and Hays County for the Hays County Complex that was adopted by the San Marcos City Council on April 6, 2010 is enclosed.

Sign both the originals. Please return one original copy by May 5, 2010 to the following address:

City of San Marcos
City Clerk's Office
Attn: Sherry Mashburn
630 E. Hopkins St.
San Marcos, Texas 78666

If you have any questions, please call me at 512-393-8089.

Very truly yours,

Sherry Mashburn
City Clerk

SM/ck
Enclosures

"Register and Vote"

"Registrate y Vota"

RESOLUTION NO. 2010-58R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING AN INTERLOCAL DEVELOPMENT AGREEMENT WITH HAYS COUNTY FOR THE HAYS COUNTY COMPLEX; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

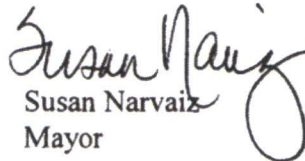
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. The terms and conditions of the attached Interlocal Development Agreement with Hays County for development of the Hays County Complex are hereby approved.


PART 2. The City Manager, Rick Menchaca, is authorized to execute the Agreement on behalf of the City.

PART 3. This Resolution shall be in full force and effect immediately from and after its passage.

ADOPTED this the 6th day of April, 2010.


Susan Narvaiz
Mayor

Attest:


Sherry Mashburn
City Clerk

INTERLOCAL DEVELOPMENT AGREEMENT

This INTERLOCAL DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of the 6th day of April, 2010 (the "**Effective Date**"), by and between The City of San Marcos, a Texas Municipality ("**City**"), and Hays County, a political subdivision of the State of Texas ("**County**"). City and County are hereinafter collectively referred to as "the Parties" or "the Parties to this Agreement."

ARTICLE I: Recitals.

WHEREAS, County intends to design, finance, develop, construct, renovate, own, operate and maintain the parcels of real property and improvements, if any thereon, depicted in Exhibit "A" attached hereto (hereinafter the "**Project**");

WHEREAS, City has jurisdictional authority over the development of the Project located within the City of San Marcos, County of Hays, Texas;

WHEREAS, County desires to vacate the existing plat of the 26.981 acres, filed of record on February 18, 2009 in Vol. 15, Page 86 of the Hays County Plat Records and re-plat the cumulative acreage of 35.971 acres, including an additional 8.99 acres, identified on Exhibit "A" attached hereto;

WHEREAS, County intends to construct, as part of the Project, a local government facility that will exceed 230,000 square feet and provide space for many of Hays County's staff and governmental services;

WHEREAS, City recognizes that the construction of a government center as part of the Project would enhance business and economic development in the area;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, City and County hereby agree as follows:

ARTICLE II: City Terms and Conditions.

- 2.1. Extension of Stagecoach Road City hereby agrees that until such time as County applies and receives a building permit for permanent improvements on the 8.99 acres, depicted in Exhibit "B" and attached hereto, there will be no requirement for the extension of Stagecoach Road past the existing cul-de-sac which has a final station of 1594.02 (per Exhibit "C" attached hereto).
- 2.2. Extension of Domestic Waterline City hereby agrees that until such time as County applies and receives a building permit for permanent improvements on the 8.99 acres, depicted in Exhibit "B" and attached hereto, there will be no requirement for the extension of the domestic waterline past its current termination point of station 1881.74 (per Exhibit "D" attached hereto).

- 2.3. Extension of Public Sidewalk City hereby agrees that until such time as County applies and receives a building permit for permanent improvements on the 8.99 acres (depicted in Exhibit "B" and attached hereto), or until further development on neighboring parcel(s) causes the terminus of Stagecoach Road to extend to the north, the only required public sidewalks will be along the western boundary of the 26.981 acre tract originally platted and conveyed to County by W.C. Carson, terminating at the Northern radius of the northern-most entrance to the Project off of Stagecoach Road.
- 2.4. Completion of Street Lights City hereby agrees to install and energize the street lights along Stagecoach Trail, which illuminate the Project, at no cost to County on or before June 1, 2010.
- 2.5. Installation of Temporary Electrical Service City hereby agrees to provide all necessary transformers, feeders and ancillary equipment to provide the Project with temporary electrical service at no cost to County, save and except the standard monthly usage charges on or before May 1, 2010.
- 2.6. Installation of Transformer(s) and Feeders City hereby agrees to provide all necessary primary electrical transformers and feeders for the Project at no cost to County within ninety (90) days of notification by County of the Project's power requirements, or as may be mutually agreed to by the Parties.
- 2.7. Waiver of Certain Fees City hereby agrees to waive any and all utility connection fees, tap fees, impact fees and development fees related to the development and construction of the improvements on the 26.981 acre tract. County acknowledges that it is not exempt from the payment of impact fees to City under Section 395.022 of the Texas Local Government Code. In lieu of paying impact fees in the amount of approximately \$100,000 for the Project, County agrees to provide City a credit against any future financial obligation City may otherwise owe County within the five (5) year period following execution of this Agreement. The exact amount of the credit to be taken by City shall be equal to the impact fees County would have been obligated to pay at the time a building permit for the Project is issued and will be calculated by City based on actual meter sizes.

ARTICLE III: County Terms and Conditions.

- 3.1. Payment of Certain Fees County hereby agrees to pay City the cost of all building permits at the then published rates, along with fees related to replatting, which are estimated to be approximately \$360.00.
- 3.2. Easement Dedication County agrees to dedicate by plat a 30 feet wide wastewater easement (PUE) along the south Property line to the point of intersection with 2 existing PUE's with a combined width of 30 feet.

- 3.3. Utility Easement Obligation Should future development cause the current terminus of Stagecoach Road to extend to the north of its current location, but not extend beyond the northern property line of the Project, County hereby agrees to dedicate an additional ten feet (10') of Right of Way to accommodate the new location of the cul-de-sac at the end of Stagecoach Road. County recognizes and agrees that the construction of parking lot(s) or other improvements in areas that might later be dedicated as Right of Way under this Section will be performed at the sole risk of Hays County. County shall hold City harmless for any costs associated with the removal or demolition of parking lot(s) or other improvements that would impede the purposes of such Right of Way.
- 3.4. Development of Additional Infrastructure If County develops the additional 8.9 acres depicted in Exhibit B or any additional property acquired by County in the future, then County shall bear the costs of the build-out of additional infrastructure from its current location (as depicted in Exhibit "C") as may be required by City's Land Development Code(s). If a property owner other than County develops adjacent or nearby property that necessitates the build-out of additional infrastructure from its current location (as depicted in Exhibit "C"), as may be required by City's Land Development Code(s), then County shall likewise be obligated to bear the costs associated with those improvements that cross the Project site.

ARTICLE IV: Interlocal Agreement.

- 4.1. This Agreement complies with Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act.
- 4.2. The Parties recognize that, by executing this Agreement, they are each fulfilling functions that they are authorized to perform individually. The City's authority to regulate subdivisions and development is authorized by Chapter 212 of the Texas Local Government Code, and the County's authority to own and develop government buildings located on real property is authorized by Chapter 291 of the Texas Local Government Code.
- 4.2. Each individual signing, below, has been duly authorized by the governing body of the Party for which he/she is signing.
- 4.3. Any payment made by a Party to this Agreement must be made in current funds that are available to the paying Party at the time this Agreement is executed.

ARTICLE V: Miscellaneous.

- 5.1. Notices All notices, demands, comments, consents, authorizations, and approvals required, permitted or mentioned in this Lease shall be in writing and if being sent shall be sent by certified mail, return receipt requested, addressed, postage prepaid, or to be delivered by a nationally recognized overnight delivery service, for example Federal Express, to the addresses set out below, or other addresses as may hereafter be designated by the Parties by notice to the other Party.

To City: Laurie Moyer
San Marcos City Hall
630 E. Hopkins
San Marcos, TX 78666

To County: Commissioner Debbie Ingalsbe
Hays County Courthouse
111 E. San Antonio Street
San Marcos, Texas 78666

- 5.2 Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.
- 5.3 If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.
- 5.4 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 5.5 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.
- 5.6 Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.
- 5.7 This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE.

The Parties to this Interlocal Development Agreement hereby agree to the terms and conditions cited above, as is evidenced by their duly authorized signatures, below.

HAYS COUNTY, TEXAS



Elizabeth "Liz" Sumter

Hays County Judge

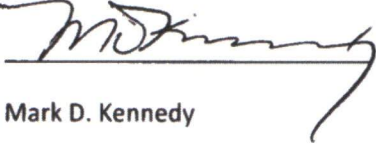


Attest:



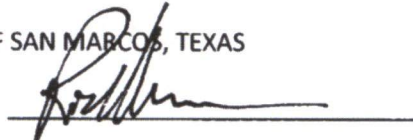
Hays County Clerk

Approved as to Form:



Mark D. Kennedy

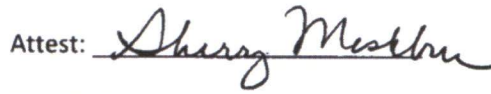
CITY OF SAN MARCOS, TEXAS



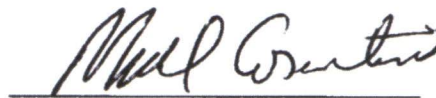
Rick Menchaca

City Manager

Attest:

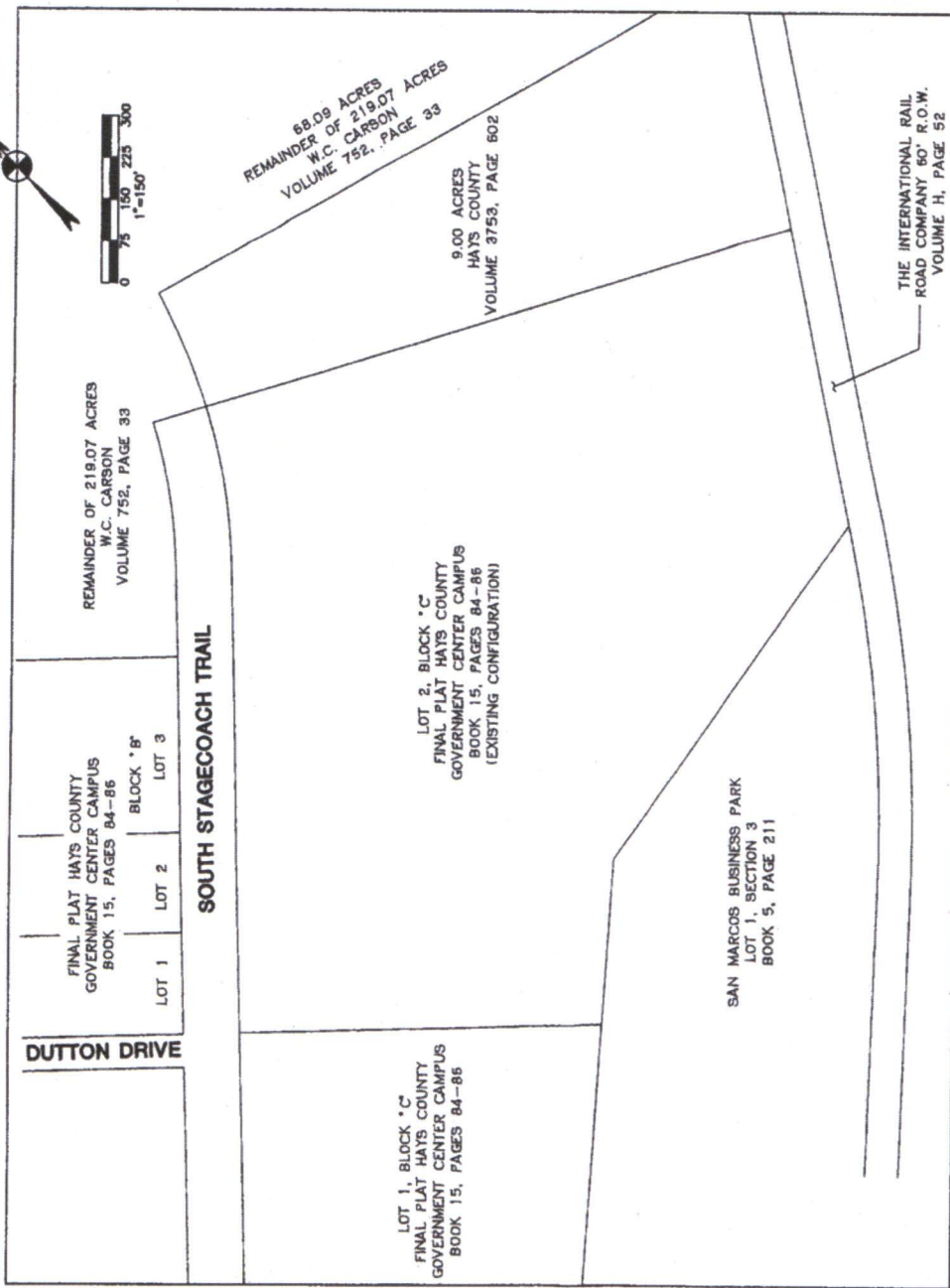


City Clerk



Michael Cosentino

RESUBDIVISION OF LOT 2, BLOCK 'C', FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS ESTABLISHING LOT 2A, BLOCK 'C'



LEGAL DESCRIPTION:
 OF SAID ACRES OF LAND OUT OF THE SAID VERMENDO LEAGUE NO. 1, BEING A PORTION OF THAT CERTAIN 219.070 ACRE TRACT CONVEYED TO W.C. CARSON BY DEED OF RECORD IN VOLUME 752, PAGE 33 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, SAID 9.000 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
 BEGINNING AT A 1/2 INCH IRON ROD WITH CAP FOUND AT THE NORTHEASTLY CORNER OF LOT 1, BLOCK 'B', OF SAID GOVERNMENT CENTER CAMPUS, A SUBDIVISION OF SAID GOVERNMENT CENTER CAMPUS, AS SHOWN ON THE FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS, BOOK 15, PAGES 84-86, AS CONVEYED BY DEED OF RECORD IN VOLUME 15, PAGE 86 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, BEING IN THE EASTERN RIGHT-OF-WAY LINE OF SOUTH STAGECOACH TRAIL (100' R.O.W.), FOR THE SOUTHERLY CORNER HEREOF;
 THENCE, ALONG SAID EASTERN RIGHT-OF-WAY LINE OF SOUTH STAGECOACH TRAIL, FOR THE WESTERLY LINE HEREOF, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 108.00 FEET, A DISTANCE OF 118.80 FEET TO A 1/2 INCH IRON ROD WITH CAP FOUND IN THE WESTERLY LINE OF SAID GOVERNMENT CENTER CAMPUS, AS SHOWN ON THE FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS, BOOK 15, PAGES 84-86, AS CONVEYED BY DEED OF RECORD IN VOLUME H, PAGE 52 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, FOR THE NORTHEASTLY CORNER HEREOF;
 THENCE, S74°27'49" E, LEAVING SAID EASTERN RIGHT-OF-WAY LINE OF SOUTH STAGECOACH TRAIL, OVER AND ACROSS SAID 219.070 ACRE TRACT, FOR THE NORTHERLY LINE HEREOF, A DISTANCE OF 118.80 FEET TO A 1/2 INCH IRON ROD WITH CAP FOUND IN THE WESTERLY LINE OF SAID GOVERNMENT CENTER CAMPUS, AS SHOWN ON THE FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS, BOOK 15, PAGES 84-86, AS CONVEYED BY DEED OF RECORD IN VOLUME H, PAGE 52 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, FOR THE NORTHEASTLY CORNER HEREOF;
 THENCE, S33°22'08" W, ALONG THE WESTERLY LINE OF SAID THE INTERNATIONAL RAIL ROAD COMPANY RIGHT-OF-WAY, FOR THE EASTERN LINE HEREOF, A DISTANCE OF 474.81 FEET TO THE NORTHEASTLY CORNER OF SAID LOT 2, FOR THE SOUTHEASTLY CORNER HEREOF;
 THENCE, N82°23'33" W, LEAVING THE WESTERLY LINE OF SAID THE INTERNATIONAL RAIL ROAD COMPANY RIGHT-OF-WAY, ALONG THE NORTHERLY LINE OF SAID LOT 2, FOR THE SOUTHERLY LINE HEREOF, A DISTANCE OF 118.80 FEET TO A 1/2 INCH IRON ROD WITH CAP FOUND IN THE WESTERLY LINE OF SAID GOVERNMENT CENTER CAMPUS, AS SHOWN ON THE FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS, BOOK 15, PAGES 84-86, AS CONVEYED BY DEED OF RECORD IN VOLUME H, PAGE 52 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, CONTAINING 9.000 ACRES (304,950 SQUARE FEET) OF LAND, MORE OR LESS, WITH THESE METES AND BOUNDS.

RESUBDIVISION OF LOT 2, BLOCK 'C', FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS ESTABLISHING LOT 2A, BLOCK 'C'

HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
 1111 EAST SAN ANTONIO, SUITE 204
 DALLAS, TEXAS 75206
 HAYS COUNTY

ACREAGE: 18.871 ACRES
 SCALE: 1"=100'
 SURVEYOR: BURY+PARTNERS
 221 WEST SOUTH STREET, SUITE 800
 AUSTIN, TEXAS 78701
 (512)338-0011

SURVEY: AMAN M. VERMENDO LEAGUE NO. 1
 DATE OF PREPARATION: 01/10/2010
 ENGINEER: BURY+PARTNERS, INC.
 221 WEST SOUTH STREET, SUITE 800
 AUSTIN, TEXAS 78701
 (512)338-0011

Drawn by: NWA Approved by: ACD Project No.: 2188-01-20 File: 14-12188(01)2188001.dwg

RESUBDIVISION OF LOT 2, BLOCK 'C', FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS ESTABLISHING LOT 2A, BLOCK 'C'

FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS BOOK 15, PAGES 84-86

REMAINDER OF 219.07 ACRES W.C. CARSON VOLUME 752, PAGE 33

88.09 ACRES REMAINDER OF 219.07 ACRES W.C. CARSON VOLUME 752, PAGE 33

**LOT 2A
BLOCK 'C'
35.971 ACRES**
(PROPOSED CONFIGURATION)

RESUBDIVISION OF LOT 2, BLOCK 'C', FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS ESTABLISHING LOT 2A, BLOCK 'C'

HAYS COUNTY A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
111 EAST SAN ANTONIO, SUITE 204
SAN MARCO, TEXAS 78668
HAYS COUNTY

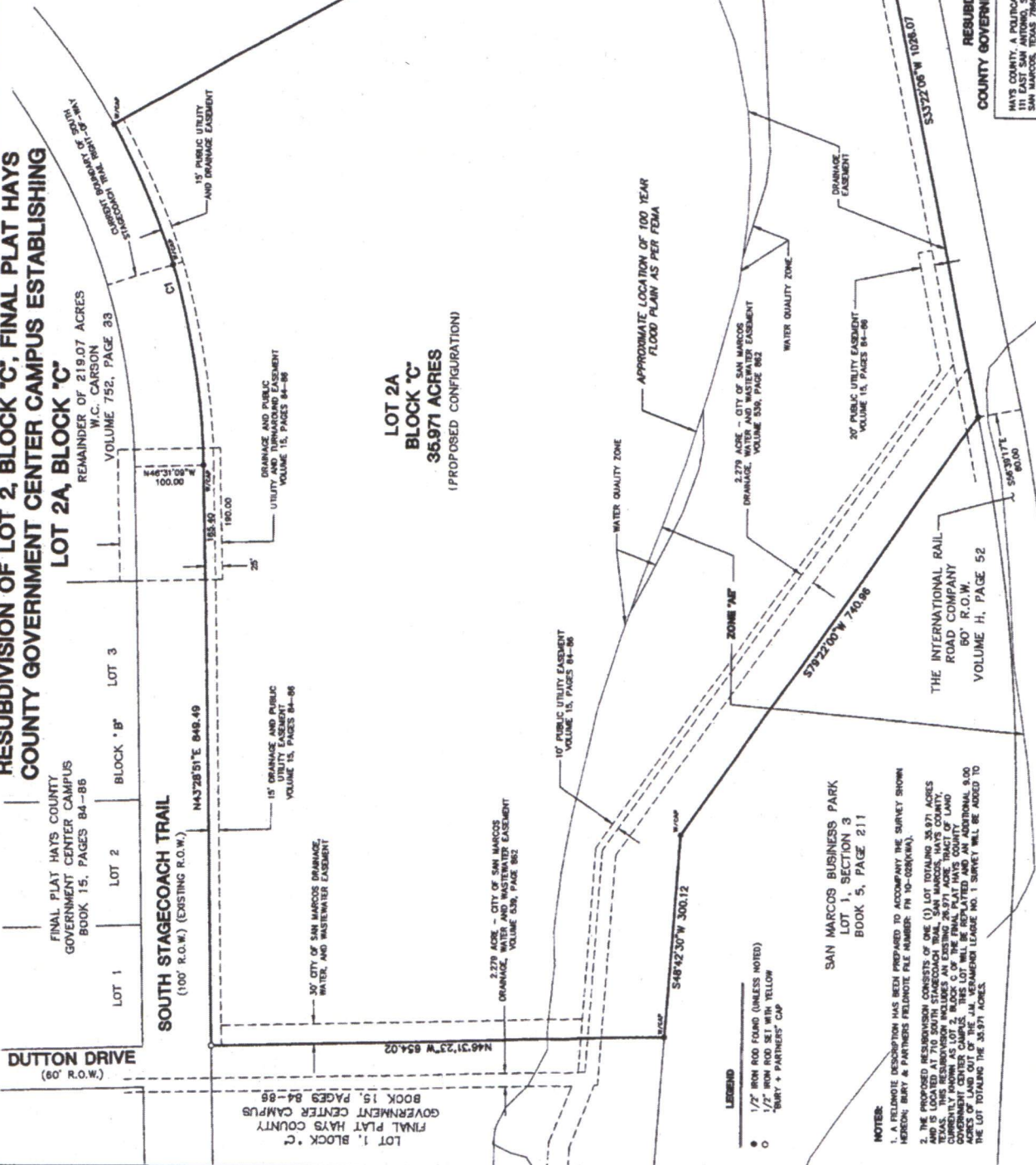
SURVEY: JUAN M. VERAMERLE LEASE NO. 1
DATE OF PREPARATION: FEBRUARY, 2010
BY: BRYAN PARTNERS
221 WEST SEVEN STREET, SUITE 600
AUSTIN, TEXAS 78701
(512)328-0011

BEARING ORIENTATION:
THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS REFERENCED TO THE TEXAS COORDINATE SYSTEM (83(3)), SOUTH CENTRAL ZONE, CITY OF SAN MARCOS OPS CONTROL NETWORK MONUMENTS 1-899, A-170, A2-16, AND BAA2.

No.	BEARING	LENGTH	CHORD BEARING
C1	272°22'00"	1085.00	151.14
			102°23'00"

Drawn by: NHA. Approved by: AOD. Project No.: 2184-01-20 Plat. N. 13186 V111800001.dwg

SHEET
1
OF 3



- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/2" IRON ROD SET WITH YELLOW "BURY + PARTNERS" CAP

NOTES:

1. A FIELDRITE DESCRIPTION HAS BEEN PREPARED TO ACCOMPANY THE SURVEY SHOWN HEREON; BRYAN & PARTNERS FIELDRITE FILE NUMBER: FN 10-028(00A).
2. THE PROPOSED RESUBDIVISION CONSISTS OF ONE (1) LOT TOTALING 35.971 ACRES AND THE REMAINDER OF 88.09 ACRES OF THE SAN MARCOS GOVERNMENT CENTER CAMPUS, TEXAS. THIS RESUBDIVISION INCLUDES AN EXISTING 28.971 ACRES TRAFFY LAND CURRENTLY KNOWN AS LOT 2, BLOCK C OF THE FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS. THE LOT WILL BE REPLATED AND AN ADDITIONAL 8.00 ACRES OF LAND OUT OF THE J.M. VERAMERLE LEASE NO. 1 SURVEY WILL BE ADDED TO THE LOT TOTALING THE 35.971 ACRES.

SHEET
1
OF 3

RESUBDIVISION OF LOT 2, BLOCK 'C', FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS ESTABLISHING LOT 2A, BLOCK 'C'

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS §
COUNTY OF HAYS §
THAT HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, OWNER OF THAT CERTAIN DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED SURVEY, BEING THE SURVEY SHOWN HEREON, INTO THE PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS, AND DO HEREBY DEDICATE TO THE PUBLIC THE CITY STREETS AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED BUT NOT RELEASED.

BY: JODIE LIZ SUMNER DATE _____ 2010 A.D.
STATE OF TEXAS §
COUNTY OF HAYS §
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____ 2010, BY _____ NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT FOREGOING INSTRUMENT WAS EXECUTED FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 2010 A.D.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____
IN AND FOR THE STATE OF TEXAS.

ENGINEER'S CERTIFICATION:
I, KRISTEN M. ENGLISH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND CONNECT TO THE BEST OF MY KNOWLEDGE.

KRISTEN M. ENGLISH, P.E.
TEAS REGISTRATION NO. 99325
BURY & PARTNERS, INC.
221 WEST SIXTH STREET, SUITE 800
AUSTIN, TEXAS 78701
DATE _____
STATE OF TEXAS §
COUNTY OF HAYS §
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____ 2010, BY KRISTEN M. ENGLISH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT FOREGOING INSTRUMENT WAS EXECUTED FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 2010 A.D.

NOTARY PUBLIC _____
IN AND FOR THE STATE OF TEXAS.

GENERAL NOTES:
1. THE SURVEY SHOWN HEREON IS REDUCED TO THE TEXAS COORDINATE SYSTEM (NAD83), SOUTH CENTRAL ZONE, CITY OF SAN MARCOS GPS CONTROL MONUMENTS, UTILIZING LOCAL HARN GPS CONTROL NETWORK MONUMENTS 1-669, A-870, A2-04, AND 2M42.

2. THE TRACT SHOWN HEREON LIES WITHIN ZONE "A" (AREAS IRRIGATED BY 100-YEAR FLOOD), ZONE "X" SHARED (AREAS OF 500-YEAR FLOOD), AREAS OF 100-YEAR FLOOD WITH 100-YEAR FLOOD PROTECTION, AREAS OF 100-YEAR FLOOD WITH 100-YEAR FLOOD PROTECTION, AND AREAS PROTECTED BY DAMS FROM 100-YEAR FLOOD). AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON FEMA FLOOD ELEVATION MAP DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.

3. THIS SUBDIVISION IS WITHIN THE CITY LIMITS OF SAN MARCOS.
4. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF SAN MARCOS INDEPENDENT SCHOOL DISTRICT.
5. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE EDWARD AQUIFER TRANSITION ZONE.
6. BUILDING SETBACKS WILL BE IN ACCORDANCE WITH THE CITY OF SAN MARCOS LAND DEVELOPMENT CODE.
7. SIDEWALKS WILL BE CONSTRUCTED AND STREET TREES PLANTED IN ACCORDANCE WITH THE CITY OF SAN MARCOS LAND DEVELOPMENT CODE AND SPECIFICATIONS MANUAL.

8. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF SAN MARCOS FOR REVIEW AND APPROVAL. THE AMOUNT EXISTING AT UNDEVELOPED CONDITIONS BY PONDING OR OTHER APPROVED METHODS.

9. FINISHED FLOOR ELEVATIONS (FFE) ARE TO BE ESTABLISHED BASED ON CURRENT FEMA FLOOD INSURANCE RATE MAP AND CITY OF SAN MARCOS ORDINANCE REQUIREMENTS.
10. CONSTRUCTION WITHIN THE 100-YEAR FLOOD PLAIN WILL REQUIRE A FLOOD PERMIT AND ANY COULP AND PERMITTING REQUIREMENTS (PER CITY OF SAN MARCOS). ALL DEVELOPMENT SHALL ALSO BE SUBJECT TO THE CITY OF SAN MARCOS PROTECTION PLAN APPROVED BY THE CITY OF SAN MARCOS PLANNING AND ZONING COMMISSION.
11. A 20' PUBLIC UTILITY EASEMENT AT A MUTUALLY AGREED UPON LOCATION ALONG OR NEAR THE NORTHERN BOUNDARY OF LOT 2A, BLOCK 'C', SHALL BE DEDICATED PRIOR TO CONSTRUCTION OF THE FUTURE PURGATORY CREEK WASTE WATER INTERCEPTOR.

12. WITH APPROVAL OF THIS RESUBDIVISION, PLANNING AND ZONING COMMISSION GRANTS APPROVAL OF A PARTIAL PLAT VACATION, VACATING LOT 2, BLOCK 'C' OF THE HAYS COUNTY GOVERNMENT CENTER CAMPUS FINAL PLAT RECORDED IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS AS VOLUME 15, PAGE 88.
13. THE TRING OF FULL CONSTRUCTION OF STAGECOACH TRAIL AND ASSOCIATED UTILITIES ALONG WITH THE CONSTRUCTION OF LOT 2A, BLOCK 'C' SHALL BE COMPLETED BY THE DEVELOPMENT AGREEMENT RECORDED AT HAYS COUNTY, TEXAS AS DOCUMENT NO. _____
14. THIS SUBDIVISION IS SUBJECT TO THE STANDARDS AND REQUIREMENTS ESTABLISHED BY THE DEVELOPMENT AGREEMENT RECORDED AT HAYS COUNTY, TEXAS AS DOCUMENT NO. _____

SURVEYOR'S CERTIFICATION:
I, JOHN T. BISHOP, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE BEST OF MY ABILITIES AND THAT BOUNDARY MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

JOHN T. BISHOP, S.T.L.S.
TEAS REGISTRATION NO. 4999
BURY & PARTNERS, INC.
221 WEST SIXTH STREET, SUITE 800
AUSTIN, TEXAS 78701
DATE _____

STATE OF TEXAS §
COUNTY OF HAYS §
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____ 2010, BY JOHN T. BISHOP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT FOREGOING INSTRUMENT WAS EXECUTED FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 2010 A.D.

NOTARY PUBLIC _____
IN AND FOR THE STATE OF TEXAS.

APPROVED AND AUTHORIZED TO BE RECORDED ON THIS _____ DAY OF _____ 2010
PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

SHERWOOD BISHOP, CHAIRMAN DATE _____
PLANNING AND ZONING COMMISSION RECORDING SECRETARY FRANCIS SERINA

CHARLES D. SWALLOW DATE _____
DIRECTOR OF DEVELOPMENT SERVICES

SABOS J. AWLA, P.E. DATE _____
ASSISTANT DIRECTOR PUBLIC SERVICES FOR TRANSPORTATION

STATE OF TEXAS §
COUNTY OF HAYS §
I, LINDA FRITSCHE, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON _____ 2010 AT _____ O'CLOCK _____ M., AND RECORDED ON _____ 2010 AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK _____ AT PAGE _____.

LINDA FRITSCHE DATE _____
COUNTY CLERK HAYS COUNTY, TEXAS

RESUBDIVISION OF LOT 2, BLOCK 'C', FINAL PLAT HAYS COUNTY GOVERNMENT CENTER CAMPUS ESTABLISHING LOT 2A, BLOCK 'C'

HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS
111 EAST SAN ANTONIO, SUITE 204
SAN MARCOS, TEXAS 78668
SURVEY: ALAN M. VERAMENDO LEASE NO. 1
DATE OF PREPARATION: FEBRUARY, 2010
ENGINEER: BURY & PARTNERS, INC.
221 WEST SIXTH STREET, SUITE 800
AUSTIN, TEXAS 78701
(512)328-0011
ACREAGE: 34.871 ACRES
SCALE: 1"=100'
SURVEYOR: BURY & PARTNERS, INC.
221 WEST SIXTH STREET, SUITE 800
AUSTIN, TEXAS 78701
(512)328-0011

Lessor's Make-Ready Improvements

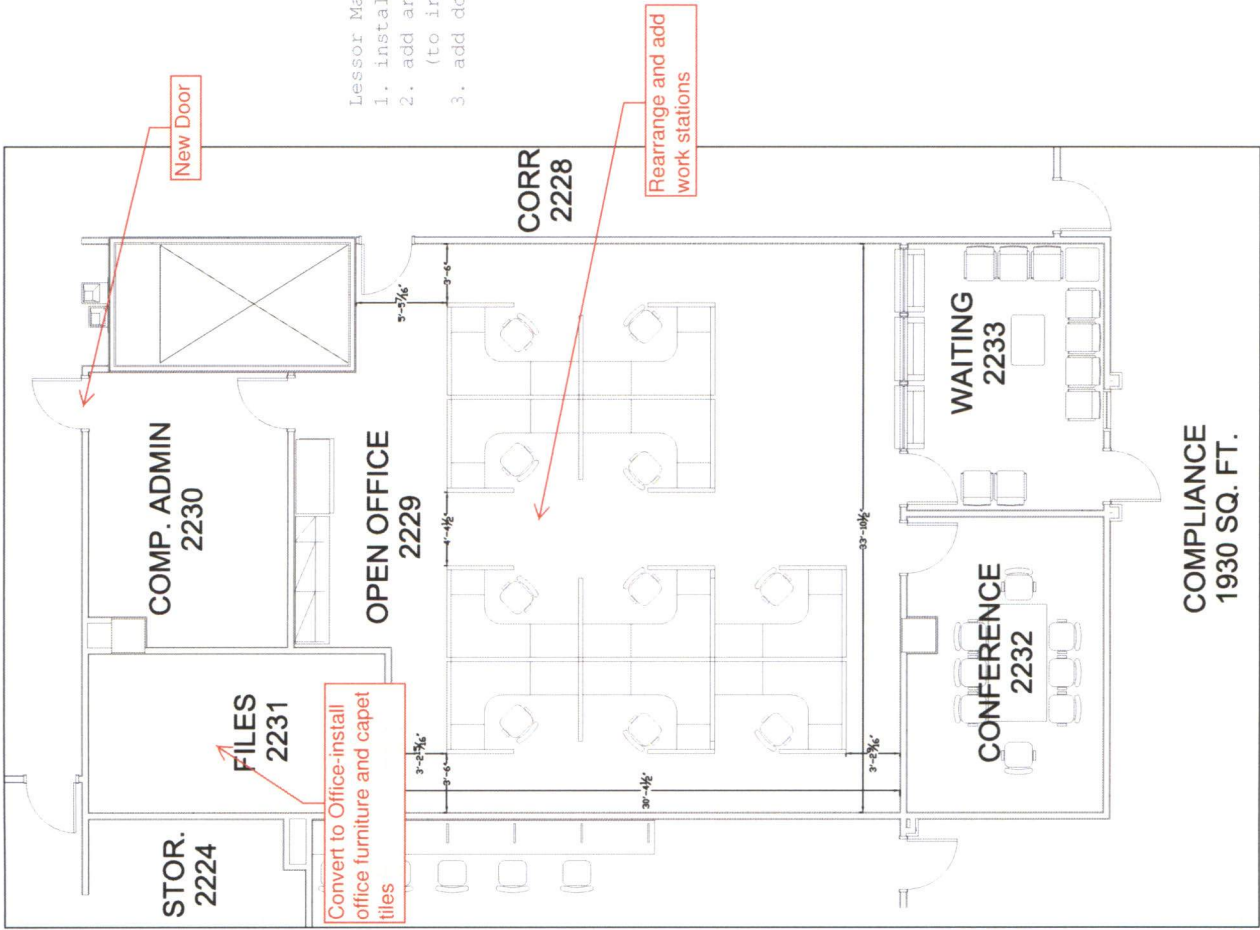
Building Name: *The Hays County Government Center*

The parties agree to the make-ready improvements as presented.

(SEE THE FOLLOWING PAGE)

Building name: *Hays County Government Center*
Lessor's Name: *Hays County, Texas*
Lessee's name: *The City of San Marcos*

Lessor initials: *AC*
Lessee initials: *[Signature]*



Lessor Make-Ready (at expense of Lessor)

1. install office furniture and carpet tiles in 2231
2. add and re-arrange work stations per drawing, (to include moving data and electrical wiring and connections)
3. add door to 2230 on back wall

Lessee's Finish-Out

Building Name: *The Hays County Government Center*

The parties agree to the Lessee's finish-out as presented.

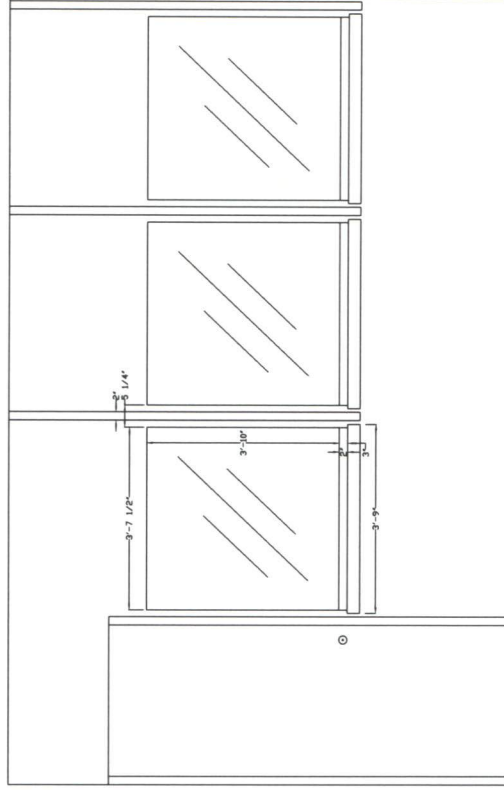
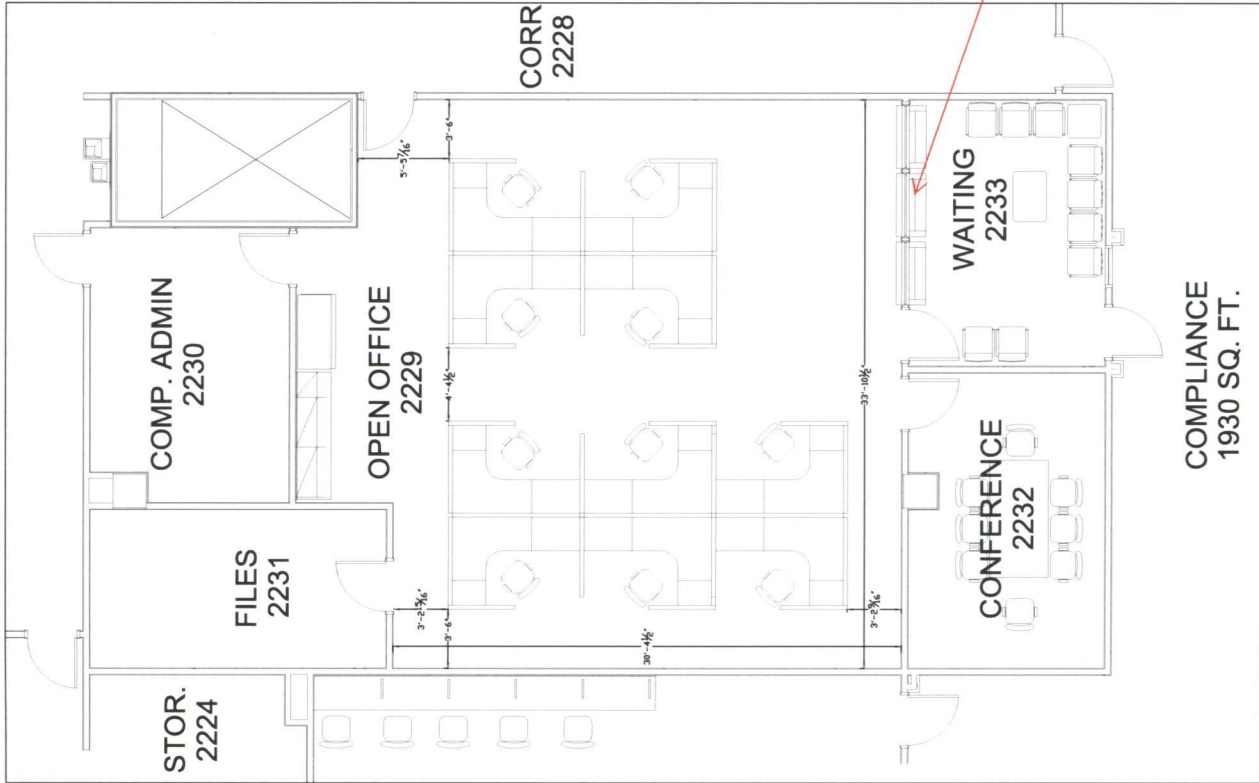
(SEE THE FOLLOWING PAGE)

Building name: *Hays County Government Center*
Lessor's Name: *Hays County, Texas*
Lessee's name: *The City of San Marcos*

Lessor initials: _____
Lessee initials: *[Signature]*

Exhibit F-Lessee Finish-Out

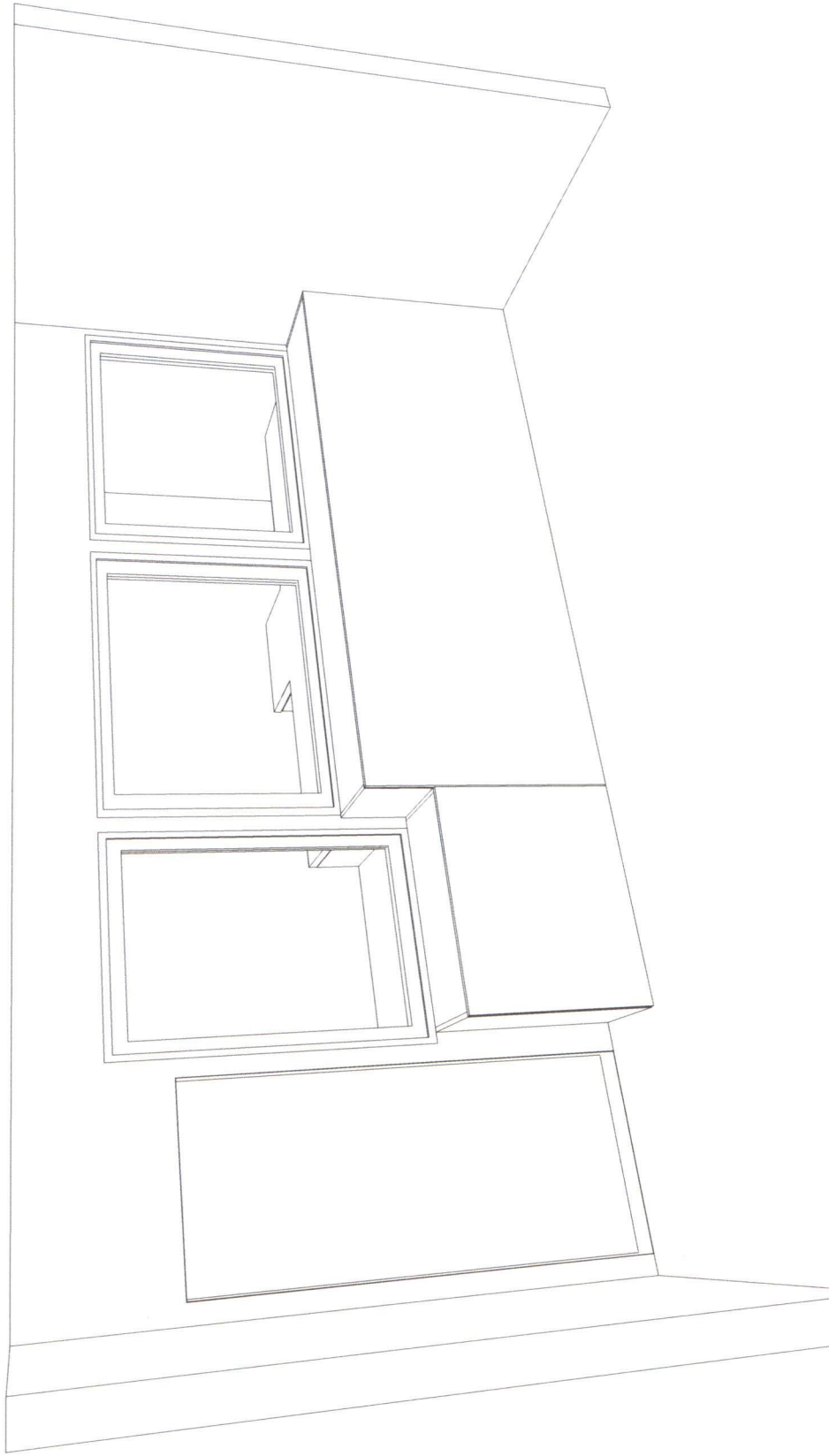
- Tenant Finish-Out (at the expense of Lessee)
1. Demo reception wall area, dispose / Floor protection, dust control
 2. Reframe reception window,
 3. Move 2 receptacles, access/duress buttons
 4. Drywall tape/float/paint walls,
 5. Install three new composite countertops
 6. Install three fixed window frames, glass
 7. Provide access to data lines
 8. install signage per drawings



WINDOW DETAIL

Modify Reception Window

Exhibit F-Lessee Finish-Out (Reception Window)



HONESTY * QUALITY * INTEGRITY



LEWIS SIGN

ESTABLISHED 1977

16910 S IH 35 Bldg, TX 78610
 Office: 512.312.4555 Fax: 512.312.4551
 email: info@lewisign.com

DESIGN No.: 04-072
Sheet: 1 of 2
PROJECT
HAYS COUNTY GOVT ADDRESS
712 S. STAGECOACH AUSTIN TX 78666
Acct. Rep.: BRAD LIND
Designer: ASHLEIGH FIDDLER
Date: 04/00/12
REVISION / DATE

MANDATED BY STATE STATUTE:
 Anyone selling, installing or servicing electrical signs, outline lighting, lighted awnings, signs, LED's and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License.

These license holders are regulated by the Texas Department of Licensing and Regulation. For compliance verification or complaints contact TDLR in Austin at 1-800-403-9702, 512-463-6599, or www.license.state.tx.us.

This firm's license is TSEL #18063 Sign Master's License #7312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire by Name" and press enter.

ELECTRICAL CONNECTION

IF PRIMARY POWER BOX IS WITHIN 10'-0" OF SIGN, FINAL CONNECTION BY LEWIS SIGN. IF PRIMARY POWER BOX IS FURTHER THAN 10'-0" FINAL CONNECTION TO BE BY CLIENT'S ELECTRICIAN.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 690 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN



5'-10" (O.A.L.)

City of San Marcos
 Municipal Court

A INTERIOR LETTERING

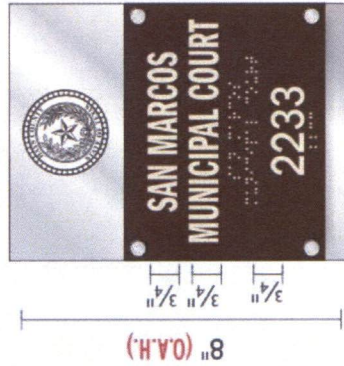
ONE REQUIRED
 FONT: GT-TIMES BOLD

SCALE: 1" = 1'-0"

SCOPE OF WORK:

MANUFACTURE AND INSTALL 6" SATIN ALUMINUM LETTERING. GEMINI METAL LETTERS. LETTERS HAVE HORIZONTAL GRAIN BRUSHED FINISH

6" (O.A.L.)



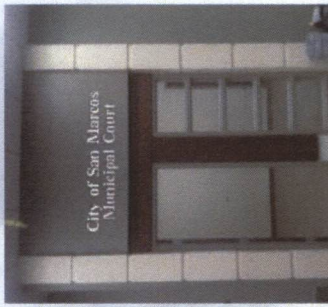
B SINGLE FACE WALL PLAQUE

ONE EACH REQUIRED
 FONT: TO MATCH EXISTING

SCALE: 3" = 1'-0"

FACES: PLASTIC PANEL PAINTED TO MATCH ARLON #08 BROWN & MP SATIN SILVER
 RAISED COPY / BRAILLE PAINTED TO MATCH ARLON #76 OYSTER.
 DIGITALLY PRINTED LOGO APPLIED FIRST SURFACE
 MOUNTED WITH 3/8" BRUSHED ALUM STANDOFFS

***** IMPORTANT NOTE *****
 PHOTO RENDERING IS FOR VISUALIZATION ONLY. ACTUAL SIGN(S) MAY BE LARGER OR SMALLER THAN DEPICTED



CLIENT'S APPROVAL

Approval required before work can begin

HONESTY * QUALITY * INTEGRITY



LEWIS SIGN

E S T A B L I S H E D 1 9 7 7

16910 S IH 35 Buda, TX 78610

Office: 512.312.4555 Fax: 512.312.4551

email: info@lewisign.com

DESIGN No.: 04-022
Sheet: 2 of 2
PROJECT
HAYS COUNTY GOVT
ADDRESS
712 S. STAGECOACH AUSTIN TX 78666
Arch. Rep.: BRAD LIND
Designer: ASHLEIGH FIDDLER
Date: 04/00/12
REVISION / DATE

MANDATED BY STATE STATUTE.
Anyone selling, installing or servicing electrical signs, outline lighting, lighted awnings, signs, LEDs, and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License.

These license holders are regulated by the Texas Department of Licensing and Regulation. For compliance verification or complaints contact TDLR in Austin at 1-800-403-5702, 512-462-6599, or www.license.state.tx.us.

This firm's license is TSCC # 18067 Sign Master's License # 7312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire By Name" and press enter.

ELECTRICAL CONNECTION
IF PRIMARY POWER/BOX IS WITHIN 10'-0" OF SIGN, FINAL CONNECTION BY LEWIS SIGN. IF PRIMARY POWER/BOX IS FURTHER THAN 10'-0" FINAL CONNECTION TO BE BY CLIENT'S ELECTRICIAN.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.



22" (WINDOW)

City of San Marcos
Municipal Court

8:00AM - 4:30PM
Monday - Friday

12" (WINDOW)

1 1/2"
1 1/2"
1"
1"

C VINYL COPY
ONE REQUIRED
FONT: TIMES BOLD

SCALE: 1/2" = 1'-0"

SCOPE OF WORK: MANUFACTURE AND INSTALL 1.5"/1" ARLON
07 SILVER ETCHED GLASS VINYL GRAPHICS

D1

FIRST FLOOR	SECOND FLOOR	THIRD FLOOR
RESTROOMS CONFERENCE ROOMS JUVENILE PROBATION DINING	COMPLIANCE / COLLECTIONS JUSTICE OF THE PEACE PCT 1-2 CONSTABLE PRECINCT 1 COUNTY CLERK COUNTY COURTS AT LAW DISTRICT ATTORNEY -CRIMINAL / CIVIL DIVISIONS DISTRICT CLERK CITY OF SAN MARCOS MUNICIPAL COURT	DISTRICT COURTS
GRANTS ADMINISTRATION AUDITOR / PURCHASING TAX ASSESSOR / COLLECTOR TREASURER ADULT PROBATION HUMAN RESOURCES ELECTIONS		

NEW VINYL COPY

D2

SECOND FLOOR	THIRD FLOOR
COMPLIANCE / COLLECTIONS JUSTICE OF THE PEACE PCT 1-2 CONSTABLE PRECINCT 1 COUNTY CLERK COUNTY COURTS AT LAW DISTRICT ATTORNEY -CRIMINAL / CIVIL DIVISIONS DISTRICT CLERK LAW LIBRARY CITY OF SAN MARCOS MUNICIPAL COURT	DISTRICT COURTS

NEW VINYL COPY

D VINYL COPY
ONE EACH REQUIRED
FONT: HELVETICA

SCALE: 1" = 1'-0"

SCOPE OF WORK:

FABRICATE AND INSTALL VINYL GRAPHICS MATCHING EXISTING

ARLON 26 OYSTER VINYL TO READ:

"CITY OF SAN MARCOS MUNICIPAL COURT"

D1 - 1" COPY (STACKED DUE TO AVAILABLE SPACE)

D2 - 3/4" COPY (ONE LINE)

CLIENT'S APPROVAL

Approval required before work can begin

Government Center Access Areas

Building Name: *The Hays County Government Center*

The parties agree to the access areas as presented.

(SEE THE FOLLOWING PAGE)

Building name: *Hays County Government Center*
Lessor's Name: *Hays County, Texas*
Lessee's name: *The City of San Marcos*

Lessor initials: *pc*
Lessee initials: *[Signature]*

Hays Co. Government Center 1st. floor



Judge-Secure
Parking Area



Employee West
Entrance

Employee East
Entrance

Main Visitor
Entrance