

EXHIBIT B
[FORM OF RESTRICTIVE COVENANT AGREEMENT]

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 202_, by and between Reid McCoy, McCoy Family Partnership One., a Texas partnership (the “**Owner**”), and the City of San Marcos, Texas (the “**City**”).

RECITALS:

A. Owner is the owner of a tract of land totaling approximately 64.78 acres situated in Hays County, Texas, more particularly described in Exhibit “A”, attached hereto (the “**Property**”).

B. Owner and the City desire to subject the Property to the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Owner and the City do hereby agree as follows:

1. **Establishment of Restrictive Covenant.** The Parties hereto agree and acknowledge that the Property shall be held, sold, transferred, conveyed and occupied subject to the following restrictive covenant: Table 5.1 shall be amended to prohibit the use of Waste-Related Service on the property as shown in Exhibit “B”.

2. **No Consent Required.** The Owner and the City each hereby represent and warrant to the other that they have full requisite power and authority to enter into this Agreement without the joinder or further consent of any other party, including without limitation that of any lender, lienholder or tenant, and that this Agreement will not be subordinate to any existing lien or other monetary encumbrance.

3. **Remedies.** The City may pursue any remedies available at law or in equity to enforce the provisions of this Agreement, including the recovery of reasonable attorney’s fees and court costs.

4. **No Waiver.** The failure of the City or Owner to avail itself of any of the privileges, rights, covenants, agreements, terms and conditions of this Agreement for any period of time or at any time shall not be construed or deemed to be a waiver thereof, and nothing herein contained, nor anything done or omitted to be done by the City or Owner pursuant hereto, shall be deemed a waiver by the other of any of its rights and remedies hereunder or under the laws of the State of Texas. The enforcement of any right or remedy hereunder by the City, either prior to, simultaneously with, or subsequent to any other action taken hereunder, shall not be deemed an election of remedies.

5. **Modification.** This Agreement may not be modified or amended unless such modification or amendment has been reduced to writing approved by the city council of the City and signed by all of the then-existing owners of the Property or portions thereof, and by the City, and has been recorded in the Official Public Records of Hays County, Texas.

6. **Binding Effect.** The obligations created hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

7. **Partial Invalidity.** If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

[SIGNATURES ON NEXT PAGE]

REID McCOY, McCoy Family Partnership One
A Texas Partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 202_, by _____, of McCoy Family Partnership., on behalf of said Partnership.

Notary Public, State of Texas

CITY:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me this _____ day of _____, 202_, by _____, _____ of the City of San Marcos, in such capacity, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT A



NORTH

SCALE: 1" = 400'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

LOT 1
GENLYTE INDUSTRIAL PARK
VOL. 9, P.G. 572, H.C.F.R.

GENLYTE THOMAS GROUP LLC
H.C.F. NO. 03012357

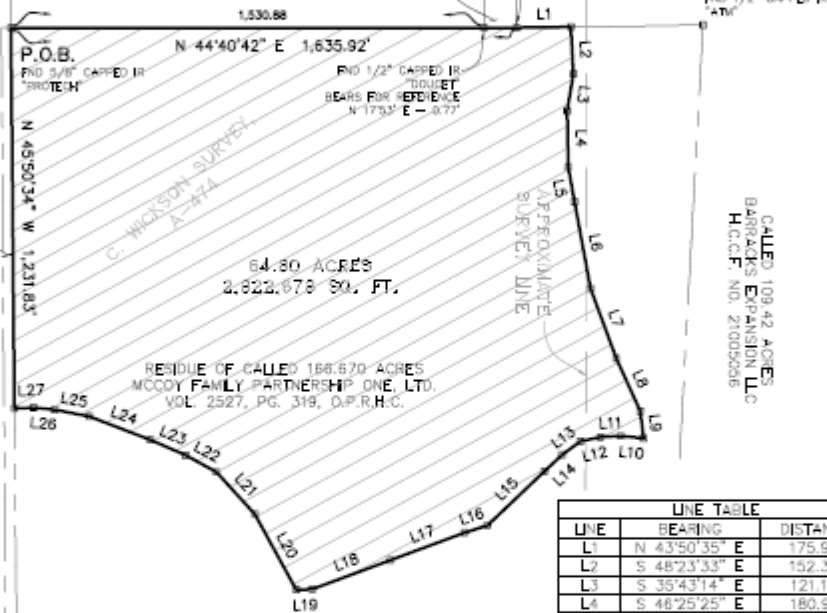
THE CITY OF SAN MARCOS
A MUNICIPAL CORPORATION
H.C.F. NO. 03019983

END 1/2" IR
BEARS FOR REFERENCE
S 49°24' E - 0.39'

END 1/2" CAPPEL IR
ATM

PRESCRIPTIVE—NO RECORD FOUND

CLOVIS BARKER ROAD



RESIDUE OF CALLED 186.670 ACRES
MOODY FAMILY PARTNERSHIP ONE, LTD.
VOL. 2527, PG. 319, O.P.R.H.C.

CALLED 109.42 ACRES
BARNETT O. KANE SURVEY
H.C.F. NO. 21005006

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 43°50'35" E	175.96'
L2	S 48°23'33" E	152.38'
L3	S 35°43'14" E	121.15'
L4	S 46°25'25" E	180.91'
L5	S 55°34'28" E	115.46'
L6	S 55°47'49" E	284.57'
L7	S 65°33'08" E	241.05'
L8	S 69°46'25" E	187.64'
L9	S 52°13'11" E	88.08'
L10	S 50°20'38" W	75.04'
L11	S 41°25'59" W	65.44'
L12	S 32°44'35" W	65.72'
L13	S 08°08'13" W	73.63'
L14	S 01°47'55" W	78.40'
L15	S 01°06'50" W	254.43'
L16	S 27°11'19" W	77.86'
L17	S 24°21'59" W	256.39'
L18	S 24°18'56" W	268.49'
L19	S 42°38'00" W	52.41'
L20	N 74°03'27" W	278.48'
L21	N 87°36'55" W	184.46'
L22	S 73°18'34" W	114.09'
L23	S 68°12'23" W	123.97'
L24	S 65°39'55" W	212.37'
L25	S 55°37'56" W	113.81'
L26	S 50°19'51" W	68.69'
L27	S 41°48'46" W	61.81'

EXHIBIT OF
64.80 ACRES / 2,822,678 SQ. FT.
SITUATED IN THE
C. WICKSON SURVEY, A-474 &
BARNETT O. KANE SURVEY, A-281
HAYS COUNTY, TEXAS

FIELD BY:	-	DATE:	2-02-2022
DRAWN BY:	CC	REV:	
CHECKED BY:	CC	REV:	
JOB NO.	57259-EXHIBIT 2	REV:	
SHEET 1 OF 3		REV:	



WINDROSE
LAND SURVEYING & PLATTING

11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77062 | 713.458.2281
FIRM REGISTRATION NO. 101060000 | WINDROSESERVICES.COM



DESCRIPTION OF 64.80 ACRES OR 2,822,678 SQ. FT.

A TRACT OR PARCEL CONTAINING 64.80 ACRES OR 2,822,678 SQUARE FEET OF LAND, SITUATED IN THE C. WICKSON SURVEY, ABSTRACT NO. 474 AND BARNETT O. KANE SURVEY, ABSTRACT NO. 281, HAYS COUNTY, TEXAS, BEING THE RESIDUE OF A CALLED 166.670 ACRE TRACT CONVEYED TO MCCOY FAMILY PARTNERSHIP ONE, LTD, AS RECORDED UNDER VOL. 2527, PG. 319, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY (O.P.R.H.C.), WITH SAID 64.80 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "PROTECH" FOUND ON THE NORTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF CLOVIS BARKER ROAD (80 FEET WIDE), THE NORTHWEST LINE OF SAID 166.670 ACRE TRACT AND MARKING THE SOUTH CORNER OF LOT 1, GENLYTE INDUSTRIAL PARK, MAP OR PLAT THEREOF RECORDED UNDER VOL. 9, PG. 372, HAYS COUNTY PLAT RECORDS (H.C.P.R.), CONVEYED TO GENLYTE THOMAS GROUP LLC, AS RECORDED UNDER HAYS COUNTY CLERK'S FILE (H.C.C.F.) NO. 03012357, FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 44 DEG. 40 MIN. 42 SEC. EAST, WITH THE COMMON LINE OF SAID 166.670 ACRE TRACT AND SAID LOT 1, PASSING AT A DISTANCE OF 1,530.88 FEET, A CAPPED 1/2 INCH IRON ROD STAMPED "DOUCET" FOUND, BEARING FOR REFERENCE NORTH 17 DEG. 53 MIN. E - 0.77 FEET, MARKING THE SOUTH CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF SAN MARCOS, A MUNICIPAL CORPORATION, AS RECORDED UNDER H.C.C.F. NO. 0301998, AND CONTINUING WITH THE SOUTHEAST LINE OF SAID THE CITY OF SAN MARCOS TRACT, FOR A TOTAL DISTANCE OF 1,635.92 FEET FOR THE EASTERLY SOUTHEAST CORNER OF SAID THE CITY OF SAN MARCOS TRACT, A SOUTHWEST CORNER OF A CALLED 109.42 ACRE TRACT CONVEYED TO BARRACKS EXPANSION LLC, AS RECORDED UNDER H.C.C.F. NO. 21005056, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS FOR REFERENCE SOUTH 49 DEG. 24 MIN. EAST - 0.39 FEET;

THENCE, NORTH 43 DEG. 50 MIN. 35 SEC. EAST, WITH A SOUTHEAST LINE OF SAID 109.42 ACRE TRACT, A DISTANCE OF 175.96 FEET TO THE MOST WESTERLY NORTH CORNER OF AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 166.670 ACRE TRACT, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES;

SOUTH 48 DEG. 23 MIN. 33 SEC. EAST, A DISTANCE OF 152.38 FEET TO AN ANGLE POINT;
SOUTH 35 DEG. 43 MIN. 14 SEC. EAST, A DISTANCE OF 121.15 FEET TO AN ANGLE POINT;
SOUTH 46 DEG. 25 MIN. 25 SEC. EAST, A DISTANCE OF 180.91 FEET TO AN ANGLE POINT;
SOUTH 55 DEG. 34 MIN. 28 SEC. EAST, A DISTANCE OF 115.46 FEET TO AN ANGLE POINT;
SOUTH 55 DEG. 47 MIN. 49 SEC. EAST, A DISTANCE OF 284.57 FEET TO AN ANGLE POINT;
SOUTH 65 DEG. 33 MIN. 08 SEC. EAST, A DISTANCE OF 241.05 FEET TO AN ANGLE POINT;
SOUTH 69 DEG. 46 MIN. 25 SEC. EAST, A DISTANCE OF 187.64 FEET TO AN ANGLE POINT;
SOUTH 52 DEG. 13 MIN. 11 SEC. EAST, A DISTANCE OF 88.08 FEET TO AN ANGLE POINT;
SOUTH 50 DEG. 20 MIN. 38 SEC. WEST, A DISTANCE OF 75.04 FEET TO AN ANGLE POINT;
SOUTH 41 DEG. 25 MIN. 59 SEC. WEST, A DISTANCE OF 65.44 FEET TO AN ANGLE POINT;
SOUTH 32 DEG. 44 MIN. 35 SEC. WEST, A DISTANCE OF 65.72 FEET TO AN ANGLE POINT;
SOUTH 08 DEG. 08 MIN. 13 SEC. WEST, A DISTANCE OF 73.63 FEET TO AN ANGLE POINT;
SOUTH 01 DEG. 47 MIN. 55 SEC. WEST, A DISTANCE OF 78.40 FEET TO AN ANGLE POINT;
SOUTH 01 DEG. 06 MIN. 50 SEC. WEST, A DISTANCE OF 254.43 FEET TO AN ANGLE POINT;
SOUTH 27 DEG. 11 MIN. 19 SEC. WEST, A DISTANCE OF 77.86 FEET TO AN ANGLE POINT;
SOUTH 24 DEG. 21 MIN. 59 SEC. WEST, A DISTANCE OF 256.39 FEET TO AN ANGLE POINT;
SOUTH 24 DEG. 18 MIN. 56 SEC. WEST, A DISTANCE OF 268.49 FEET TO AN ANGLE POINT;
SOUTH 42 DEG. 38 MIN. 00 SEC. WEST, A DISTANCE OF 52.41 FEET TO AN ANGLE POINT;
NORTH 74 DEG. 03 MIN. 27 SEC. WEST, A DISTANCE OF 278.48 FEET TO AN ANGLE POINT;

NORTH 87 DEG. 36 MIN. 55 SEC. WEST, A DISTANCE OF 184.46 FEET TO AN ANGLE POINT;

SOUTH 73 DEG. 18 MIN. 34 SEC. WEST, A DISTANCE OF 114.09 FEET TO AN ANGLE POINT;

SOUTH 68 DEG. 12 MIN. 23 SEC. WEST, A DISTANCE OF 123.97 FEET TO AN ANGLE POINT;

SOUTH 65 DEG. 39 MIN. 55 SEC. WEST, A DISTANCE OF 212.37 FEET TO AN ANGLE POINT;

SOUTH 55 DEG. 37 MIN. 56 SEC. WEST, A DISTANCE OF 113.81 FEET TO AN ANGLE POINT;

SOUTH 50 DEG. 19 MIN. 51 SEC. WEST, A DISTANCE OF 68.69 FEET TO AN ANGLE POINT;

SOUTH 41 DEG. 48 MIN. 46 SEC. WEST, A DISTANCE OF 61.81 FEET TO THE EAST R.O.W. LINE OF SAID CLOVIS BARKER ROAD FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 45 DEG. 50 MIN. 34 SEC. WEST, WITH THE EAST R.O.W. LINE OF SAID CLOVIS BARKER ROAD, A DISTANCE OF 1,231.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 64.80 ACRES OR 2,822,678 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57259-EXHIBIT 2, PREPARED BY WINDROSE LAND SERVICES.



ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



02/02/2022
DATE

EXHIBIT B

TABLE 5.1 LAND USE MATRIX

TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS					DEFINITION USE STANDARDS
	FD	SR	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-CN	CD-1	CD-2	CD-3	CD-4	CD-5	CD-50	HC	LI	HI	MH	EC	
Warehouse & Distribution	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	P	P	--	P	Section 5.1.7.4
Waste-Related service	--	--	--	--	--	--	--	--	--	--	--	--	C	--	P	--	P	--	--	Section 5.1.7.5
Wholesale trade	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	P	Section 5.1.7.6
Self Storage	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	C	Section 5.1.7.7
Research and Development	--	--	--	--	--	--	--	--	--	--	--	--	C	C	P	P	P	--	C	Section 5.1.7.8
Wrecking/Junk Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	Section 5.1.7.9

(Ord. No. 2020-60, 9-1-2020)