

## **DEVELOPMENT AGREEMENT FOR TECHNOLOGY PARK AT CALDWELL VALLEY**

This Development Agreement for the Technology Park at Caldwell Valley (the "Agreement") is by and between **Caldwell County**, a political subdivision of the state of Texas ("County"), and **TXLCO CALDWELL COUNTY, LLC**, a Delaware limited liability company ("Developer").

**WHEREAS**, Developer has acquired ten (10) tracts of land comprising approximately 1,515.309 acres of real property, which is more particularly described in **Exhibit A**, attached hereto (the "Property"); and

**WHEREAS**, Developer desires to develop the Property as a data center-focused technology park with power generation and/or transmission facilities, water wells and water treatment and transmission facilities, and wastewater treatment and transmission facilities, or as otherwise allowed pursuant to this agreement (the "Project") as generally depicted on the concept plan attached hereto as **Exhibit B** (consisting of **Exhibits B-1 and B-2**) (the "Concept Plan"); and

**WHEREAS**, Walton Texas, LP, and those certain other Parties (as defined therein) party thereto, and Caldwell County entered into a development agreement for a project to be known as Caldwell Valley dated December 14, 2015 as modified by that certain Memorandum of Understanding Caldwell Valley Subdivision Agreement dated December 14, 2015 (collectively, the "Prior Development Agreement"); and

**WHEREAS**, Developer and County mutually agree to withdraw the Property from the "Prior Development Agreement" and replace said agreement in its entirety with this Agreement; and

**WHEREAS**, a portion of the Property is located within the extraterritorial jurisdiction ("ETJ") of the City of Uhland, Texas; and

**WHEREAS**, County and the City of Uhland have entered into and executed that one certain Interlocal Cooperation Agreement Between Caldwell County and the City of Uhland for Subdivision Regulation Within the Extraterritorial Jurisdiction of the City of Uhland dated effective April 1, 2019 (the "Uhland Interlocal Agreement") that sets forth the governmental entity currently responsible for review and approval of subdivision plats and related permits for development of the portion of the Property covered thereby; and

**WHEREAS**, a portion of the Property is located within the ETJ of the City of Lockhart, Texas; and

**WHEREAS**, County and the City of Lockhart have entered into and executed that one certain Interlocal Cooperation Agreement dated effective October 16, 2018 (the "Lockhart Interlocal Agreement" together with the Uhland Interlocal Agreement, collectively, the "Interlocal Agreements") that sets forth the governmental entity currently responsible for review and approval of preliminary plans, subdivision plats and subdivision construction plans and related permits for development of the portion of the Property covered thereby; and

**WHEREAS**, a portion of the Property is located within Caldwell County, Texas, but not within the ETJ of any city; and

**WHEREAS**, the County and Developer desire that the Project be designed, engineered and constructed pursuant to the terms and conditions stated herein; and

**NOW, THEREFORE**, for and in consideration of the promises and mutual agreements set forth herein, the County and Developer agree as follows:

1. **General Terms and Conditions**

- a. The Property is hereby removed from the Prior Development Agreement and no longer subject thereto. No other property subject to the Prior Development Agreement is removed therefrom and remains subject to the Prior Development Agreement.
- b. The "Project" is defined as the development of the Property as generally depicted on the Concept Plan and as allowed herewith, including all related construction, drainage, detention, and other improvements to be constructed or implemented on the Property. Minor amendments to the Concept Plan that preserve the roadway connectivity to adjoining land and comply with the land use of this Agreement may be approved by County staff. Amendments to the Concept Plan, other than such minor amendments as described above, are subject to approval by Commissioner's Court.
- c. The Project is to be known as the Technology Park at Caldwell Valley, inclusive of any Additional Property (as defined below in Section 1.d.).
- d. Additional Property may be added to the Project and become subject to this Agreement (including without limitation the uses permitted in **Exhibit C**), only upon the execution of a written amendment to this Agreement by the parties (any such property, the "Additional Property"). Developer will submit an update to the Concept Plan incorporating the Additional Property with any request for such an amendment. Upon execution of such an amendment, the updated Concept Plan will replace the original Concept Plan attached hereto as **Exhibit B (consisting of Exhibits B-1 and B-2)** for purposes of this Agreement. In the event that changes to the development of the Additional Property become necessary after execution of an amendment making it subject to this Agreement, the Concept Plan may be modified as otherwise provided herein, and any proposed or requested waivers or variances from the County's standards or technical requirements not covered by this Agreement shall be addressed in accordance with Section 3. The Parties agree that Developer may request and obtain an amendment as required under this Section 1.d. prior to including any proposed Additional Property to the Project.
- e. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of State law and the Caldwell County Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- f. Except as otherwise provided herein, this Agreement and the Project defined herein shall be subject to the terms of Chapter 245 of the Texas Local Government Code, including without limitation Section 245.004, and this Agreement shall be deemed to be the first permit in a series of permits for the Project. The parties agree that the foregoing shall not apply to regulations, ordinances or other requirements that are adopted to modify the County's procedures for submitting or processing of development permits and other applications in compliance with applicable Texas law;
- g. For properties subject to the Umland Interlocal Agreement, the terms of such Umland Interlocal Agreement regarding regulatory authority for consideration and approval of preliminary plans, final plats and subdivision construction agreements and issuance of any other development permits shall apply.
- h. For properties subject to the Lockhart Interlocal Agreement, the terms of such Lockhart Interlocal Agreement regarding regulatory authority for consideration and approval of



preliminary plans, final plats and subdivision construction agreements and issuance of any other development permits shall apply.

- i. In the area of the Property inside the limits of County's jurisdiction, but not within the extraterritorial jurisdiction of either the City of Uhland or the City of Lockhart, County shall be the sole regulatory authority for consideration and approval of preliminary plans, final plats and subdivision construction agreements and issuance of any other development permits.

## **2. Developer Obligations**

- a. All construction within the Project will consist of site-built structures, specifically excluding mobile homes, manufactured homes, and recreational vehicles. This restriction shall not be construed to preclude the use of prefabricated structures (including mobile homes) for temporary residential use or for temporary construction office use.
- b. "Any light fixture used for exterior illumination must be fully shielded, pointed downward, and placed in a manner so that the light source is not directly visible from any other properties or public roadways. In order to reduce glare and light trespass into neighboring lands and to reduce negative impacts to wildlife, exterior illumination shall be restricted to light sources with a Correlated Color Temperature of 2,700K or less. As used herein, "Fully Shielded" means no direct uplight (i.e., no light emitted above the horizontal plane running through the lowest point on the fixture where light is emitted). The use of streetlights should be held to a minimum. The use of reflective surfaces should always be considered as an alternative to streetlights."
- c. All land uses permitted under this Agreement are shown in **Exhibit C**.
- d. Developer and County agree that subsequent development of the Project, if in phases, and where applicable based on Interlocal Agreements, shall comply with all Caldwell County rules regulating subdivision of real property, development, and construction in effect as of the Effective Date, subject to paragraph 3 below.
- e. This Agreement shall take the place of and satisfy any requirement for a Phased Development Agreement under the Caldwell County Development Ordinance. Accompanying the first preliminary plat, the Developer shall submit master water, wastewater, drainage plans and traffic impact assessment for the entire Property.
- f. All commercial uses shall comply with the 2018 or earlier version of the International Fire Code ("IFC"), including streets, private roads, access drives as it specifically relates to fire access and adequate fire flow supply per the IFC.
- g. The Owner has agreed to provide \$15 million for road improvements to SH 2720 and the Parties will enter into an investment agreement specifying the amounts and timing of such investment no later than the date that is 12 months after the Effective Date (provided that such date may be extended as necessary to accommodate receipt of information from TXDOT).
- h. Developer shall reimburse County for costs incurred in the County Engineer's review of this Agreement within forty-five (45) days of receiving the invoice for of such cost.
- i. Parking will be provided for all uses per the zoning code of the City of Uhland or the applicable Development Agreement unless otherwise agreed by the County Engineer.

- j. Should Developer or a subsequent owner of any portion of the Property that is a permitted assignee of this Agreement desire to construct non-standard improvements, including but not limited to sidewalks, landscaping, and street illumination, that will encroach upon and be located in the rights-of-way owned by County, such entity shall execute one or more license agreements, in substantially the same form provided on **Exhibit D**, attached hereto, to maintain all non-standard improvements within said rights-of-way.
- k. Any wastewater treatment plant applications within the Property made to the Texas Commission on Environmental Quality ("TCEQ") for new Texas Pollution Discharge Elimination System ("TPDES") to authorize the discharge of treated domestic or industrial wastewater from the Property, shall comply with the following minimum standards:
  - 1. Biological Oxygen Demand (5-Day), mg/l: 5
  - 2. Total Suspended Solids, mg/l: 5
  - 3. Ammonia Nitrogen, mg/l: 2
  - 4. Total Phosphorus, mg/l: 0.5

Developer must notify the County in writing within thirty (30) days of the occurrence of either of the following events: (1) application for, (2) issuance of, or (3) denial of any TPDES permit TCEQ.

**3. County Obligations**

County agrees to permit development and construction of the Project in accordance with the Caldwell County Development Ordinance in effect as of the Effective Date and in accordance with the terms contained herein. In the event of any inconsistency therewith, this Agreement shall govern and control. Any other proposed or requested waiver or variance from County's standards or technical requirements shall be subject to the administration and procedures of the Caldwell County Development Ordinance in effect as of the Effective Date.

- 4. Actions Performable.** County and the Developer agree that all actions to be performed under this Agreement are performable in Caldwell County, Texas.

- 5. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) calendar days after receipt by such party of notice of default or such longer period not to exceed ninety (90) calendar days as provided below, from the other party; provided, however, in the event such default cannot be cured within such 30-day period with the exercise of reasonable diligence, the cure period shall be extended for as long as reasonably necessary to cure such default, provided such extended time period shall not exceed ninety(90) calendar days. Upon the passage of thirty (30) or ninety (90), as applicable, calendar days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement. If any party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement, applicable law and equity, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting party's obligations under this Agreement by specific performance or writ of mandamus; provided, however, no party shall be liable for any consequential, punitive, or speculative damages.

- 6. Governing Law and Venue.** The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas. Venue for any matter



with respect to this Agreement shall be brought in the State Courts sitting in Caldwell County, Texas, or the Federal Courts in the Western District of Texas.

7. **Changes in writing.** Any changes or additions or alterations to this Agreement must be agreed to in writing with signatures of both parties.
8. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
9. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral negotiations, correspondence and agreements related to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.
10. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
11. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Caldwell County Judge  
110 S. Main St., Rm. 101  
Lockhart, TX 78644  
Email: hoppy.haden@co.caldwell.tx.us

With copy to:  
Caldwell County Director of Sanitation  
1700 FM 2720  
Lockhart, Texas 78644  
Email: kasi.miles@co.caldwell.tx.us

To Developer:

TXLCO Caldwell County, LLC  
3200 Cherry Creek South Drive, Suite 700  
Denver, Colorado 80209  
Attn: Legal Department:  
Jessica Bennett, Chief Legal Officer  
Email: jrbennett@tractcapital.com  
John Belkin, Assistant General Counsel  
Email: john.belkin@tract.com

12. **Force Majeure.** Developer and County agree that neither party shall be deemed in default of this Agreement to the extent that any delay or failure in performance of its obligations hereunder results from a force majeure event such as natural disaster or calamity, fire, flood, act of God, war, riot, terrorist acts, insurrection, civil disturbances, exercise of governmental authority, national or

regional emergencies or disasters, epidemic, pandemic strike, or other unforeseeable circumstances beyond such party's reasonable control.

13. **Assignment.** Except as expressly provided herein, this Agreement may not be assigned by the Developer without the written consent of the Caldwell County Commissioners Court, not to be unreasonably withheld, conditioned or delayed. Developer, however, may without the written consent of the Caldwell County Commissioners Court, assign (in whole or in part) this Agreement, and the rights and obligations of Developer hereunder, to an affiliate of Developer or subsequent purchaser of all or a portion of the Property provided that the assignee assumes all of the obligations hereunder with respect to the portion of the Property acquired by the Assignee. Any such assignment must be in writing, specifically describe the portion of the Property to which it applies, set forth the assigned rights and obligations, and be executed by the proposed assignee. A copy of the assignment must be delivered to the County and recorded in the Official Public Records of Real Property of Caldwell County, Texas. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the applicable Property.
14. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of County and Developer, respectively.
15. **Multiple Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
16. **Agreement Binds Successors and Runs with the Land.** This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all owners of the Property. This Agreement will be effective on its recording by Developer, at Developer's cost, in the Official Public Records of Real Property of Caldwell County, Texas.
17. **Approvals.** Notwithstanding any approval by the County of any plans, plots, specifications or other matters related to the Project, Developer shall be solely responsible for assuring that all such plans, plots, specifications and other matters conform strictly in accordance with all applicable Caldwell County ordinances and standards (except to the extent of any variance specifically granted herein).
18. **Attorneys' Fees.** In any dispute in connection with this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and cost.

IN WITNESS THEREOF, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY:

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

The State of Texas §  
County of Caldwell §



Before me, \_\_\_\_\_, on this day personally appeared Hoppy Haden, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The State of Texas §  
County of Caldwell §

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, proved to me through \_\_\_\_\_ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Name: \_\_\_\_\_

## **EXHIBIT A**

**(See the attached Legal Descriptions)**





EXHIBIT A-1  
156.195 ACRES  
CALDWELL COUNTY, TX

FILE NO: 2024.189  
PROJECT: 615.059001  
DATE: 11/26/2024

#### DESCRIPTION

156.195 ACRES SITUATED IN THE ELBERT HINES SURVEY, ABSTRACT NO. 123, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 81.365 ACRE TRACT CONVEYED TO WALTON TEXAS, LP BY DEED OF RECORD IN VOLUME 643, PAGE 493 AND THAT CERTIN 74.749 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 643, PAGE 489, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 156.195 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod found in the west right-of-way line of FM 2720 (r.o.w. varies), being the most northerly corner of that certain 292.73 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126770, of said Official Public Records of Real Property, for the most easterly corner of said 81.365 acre tract and hereof;

**THENCE**, S48°38'44"W, leaving said west right-of-way line, along the north line of said 292.73 acre tract, being the south line of said 81.365 acre tract, a distance of 3920.84 feet to a 1/2-inch iron rod found at an angle point in the north line of said 292.73 acre tract, being the southwest corner of said 74.749 acre tract, for the most southerly corner hereof;

**THENCE**, N41°12'15"W, along the north line of said 292.73 acre tract, being the west line of said 81.365 acre tract, a distance of 961.17 feet to a 1/2-inch iron rod found at the northeast corner of said 292.73 acre tract, being the northwest corner of said 81.365 acre tract, also being an angle point in the south line of that certain 79.523 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 643, Page 484, of said Official Public Records of Real Property, for the most westerly corner hereof;

**THENCE**, along the south line of said 79.523 acre tract, being the north line of said 81.365 acre tract, the following two (2) courses and distances:

1. N48°23'03"E, a distance of 982.67 feet to a calculated point, for an angle point;
2. N48°22'36"E, a distance of 984.72 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of said 79.523 acre tract, being the most southerly corner of said 74.749 acre tract, for an angle point;

**THENCE**, N41°17'32"W, along the east line of said 79.523 acre tract, being the west line of said 74.749 acre tract, a distance of 1202.85 feet to a 1/2-inch iron rod found at the northeast corner of said 79.523 acre tract, being an angle point in the south line of that certain 103.15 acre tract conveyed to RUC Holdings ULC, by Deed of record in Document No. 2018-003682, of said Official Public Records of Real Property, for an angle point;

**THENCE**, N41°18'40"W, along the south line of said 103.15 acre tract, being the west line of said 74.749 acre tract, a distance of 465.33 feet to a 1/2-inch iron rod found at the northwest corner of said 74.749 acre tract, for an angle point;

**THENCE**, N48°41'03"E, continuing along the south line of said 103.15 acre tract, being the north line of said 74.749 acre tract, a distance of 1950.88 feet to a 1/2-inch iron rod found at the southeast corner of said 103.15 acre tract, being in said west right-of-way line of FM 2720, also being the northeast corner of said 74.749 acre tract, for the most northerly corner hereof;

**THENCE**, S41°19'12"E, along said west right-of-way line, being the east line of said 74.749 acre tract, a distance of 1669.31 feet to a 1/2-inch iron rod found at the southeast corner of said 74.749 acre tract, being the northeast corner of that certain 5.598 acre tract conveyed to George Thomas Miller Jr. and Mary Sue Miller, by Deed of record in Volume 416, Page 671, of said Official Public Records of Real Property, for an angle point;

**THENCE**, S48°40'09"W, leaving said west right-of-way line, along the north line of said 5.598 acre tract, being the south line of said 74.749 acre tract, a distance of 739.02 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the northwest corner of said 5.598 acre tract, being an angle point in the north line of said 81.365 acre tract, for an angle point;

**THENCE**, leaving the south line of said 74.749 acre tract, along the west and south lines of said 5.598 acre tract, being the north line of said 81.365 acre tract, the following four (4) courses and distances:

1. S41°33'52"E, a distance of 300.18 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. S48°33'08"W, a distance of 12.27 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
3. S41°19'52"E, a distance of 31.15 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southwest corner of said 5.598 acre tract, for an angle point;
4. N48°27'47"E, a distance of 750.01 feet to a 1/2-inch iron rod found at the southeast corner of said 5.598 acre tract, being in said west right-of-way line, also being the northeast corner of said 81.365 acre tract, for an angle point;





**THENCE**, S41°19'12"E, along said west right-of-way line, being the east line of said 81.365 acre tract, a distance of 639.18 feet to the **POINT OF BEGINNING**, and containing 156.195 acres (6,803,867 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

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ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754

EXHIBIT A-2  
79.443 ACRES  
CALDWELL COUNTY, TX

FILE NO: 2024.190  
PROJECT: 615.059001  
DATE: 11/26/2024

#### DESCRIPTION

79.443 ACRES SITUATED IN THE ELBERT HINES SURVEY, ABSTRACT NO. 123, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 79.523 ACRE TRACT CONVEYED TO WALTON TEXAS, LP BY DEED OF RECORD IN VOLUME 643, PAGE 484, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 79.443 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod found in the west line of that certain 74.749 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 643, Page 489, of said Official Public Records of Real Property, being an angle point in the south line of that certain 103.15 acre tract conveyed to RUC Holdings ULC, by Deed of record in Document No. 2018-003682, of said Official Public Records of Real Property, for the northeasterly corner of said 79.523 acre tract and hereof;

**THENCE**, S41°17'32"E, along the west line of said 74.749 acre tract, being the east line of said 79.523 acre tract, a distance of 1202.85 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southwest corner of said 74.749 acre tract, being in the north line of that certain 81.365 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 643, Page 493, of said Official Public Records of Real Property, for the southeasterly corner of said 79.523 acre tract and hereof;

**THENCE**, along the north line of said 81.365 acre tract, being the south line of said 79.523 acre tract, the following two (2) courses and distances:

1. S48°22'36"W, a distance of 984.72 feet to a calculated point, for an angle point;
2. S48°23'03"W, a distance of 982.67 feet to a 1/2-inch iron rod found at the northwest corner of said 81.365 acre tract, being an angle point in the north line of that certain 292.73 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126770, of said Official Public Records of Real Property, for an angle point;

**THENCE**, S48°44'23"W, along the north line of said 292.73 acre tract, being the south line of said 79.523 acre tract, a distance of 899.92 feet to a 5/8-inch iron rod found at the southwest corner of said 79.523 acre tract, being the southeast corner of that certain 464.83 acre tract conveyed to RUC Holdings ULC, by Deed of record in Document No. 2018-003683, of said Official Public Records of Real Property, for the southwesterly corner hereof;

**THENCE**, N41°19'06"W, leaving the north line of said 292.73 acre tract, along the east line of said 464.83 acre tract, being the west line of said 79.523 acre tract, a distance of 1208.30 feet to a 3/4-inch iron rod found, for the northwesterly corner of said 79.523 acre tract, and hereof;





**THENCE**, N48°42'58"E, continuing along the east line of said 464.83 acre tract, being the north line of said 79.523 acre tract, a distance of 900.03 feet to a 1/2-inch iron rod found at the southwest corner of said 103.15 acre tract, for an angle point;

**THENCE**, along the south line of said 103.15 acre tract, being the north line of said 79.523 acre tract, the following two (2) courses and distances:

1. N48°31'29"E, a distance of 983.15 feet to a 1/2-inch iron rod found, for an angle point;
2. N48°34'30"E, a distance of 984.65 feet to the **POINT OF BEGINNING**, and containing 79.443 acres (3,460,519 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

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ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



EXHIBIT A-3  
284.643 ACRES "TRACT 3"  
ELBERT HINES SURVEY, ABSTRACT NO. 123  
CALDWELL COUNTY, TX

FILE NO. 2024.180  
PROJECT: 615.059001  
DATE: 11/29/2024

### DESCRIPTION

284.643 ACRES SITUATED IN THE ELBERT HINES SURVEY, ABSTRACT NO. 123, IN THE CITY OF UHLAND, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 682.21 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 591, PAGE 449, OF THE REAL PROPERTY RECORDS OF CALDWELL COUNTY, TEXAS; SAID 284.643 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, for reference, at a 1/2-inch iron rod with a yellow "Atwell" cap found at an angle point in the southeast line of that certain 152.00 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 640, Page 852, of said Real Property Records, being the most northerly northwest corner of said 682.21 acre tract;

**THENCE**, N48°36'56"E, along the southeast line of said 152.00 acre tract, being the northwest line of said 682.21 acre tract, a distance of 665.66 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for the **POINT OF BEGINNING** and most westerly corner hereof;

**THENCE**, N48°36'56"E, continuing along the southeast line of said 152.00 acre tract, being the northwest line of said 682.21 acre tract, a distance of 1880.16 feet to a 60D nail found in wood a fence post, being the north corner of said 682.21 acre tract, also being the west corner of that certain 464.89 acre tract, conveyed to RUC Holdings, ULC, by Deed of record in Document No. 2018-003683, of the Official Public Records of Caldwell County, Texas, for the most northerly corner hereof;

**THENCE**, leaving the southeast line of said 152.00 acre tract, along the southwest line of said 464.89 acre tract, being the northeast line of said 682.21 acre tract, the following three (3) courses and distances:

1. S41°19'29"E, a distance of 3486.70 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set being an angle point of said 682.21 acre tract, for an angle point;
2. S48°39'10"W, a distance of 812.60 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
3. S41°18'32"E, passing at a distance of 5480.62 feet a 1/2-inch iron rod with "Manhard Consulting" cap set at the south corner of said 464.89 acre tract, being the most westerly corner of that certain 1.00 acre tract conveyed to Walton Texas, LP by Deed of record in Document No. 2015-002524, of said Official Public Records, continuing with the southwest line of said 1.00 acre tract, for a total distance of 5606.45 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the most easterly corner of said 682.21 acre tract, being the northwest line of that certain 292.73 acre tract conveyed to Hohertz Farms Family Partnership, LTD, by Deed of record in Document No. 126770, of the Official Public Records of Caldwell County, Texas, for the most easterly corner hereof;

2025-01-28 - <https://mytract.sharepoint.com/sites/Walton-SanMarcos/Project Documents/Survey and Title/ALTA/2024-12-27 Legal Descriptions/Tract 3.docx> Sheet 1 of 2

**THENCE**, S48°41'34"W, along the northwest line of said 292.73 acre tract, being the southeast line of said 682.21 acre tract, a distance of 1043.25 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for the southerly corner hereof;

**THENCE**, leaving the northwest line of said 292.73 acre tract, over and across said 682.21 acre tract the following four (4) courses and distances:

1. N41°15'22"W, a distance of 708.52 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. N41°21'03"W, a distance of 1416.34 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
3. N41°20'41"W, a distance of 761.52 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
4. N41°31'55"W, a distance of 6204.85 feet, to the **POINT OF BEGINNING**, and containing 284.643 acres (12,399,039 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

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ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



EXHIBIT A-4  
103.161 ACRES  
CALDWELL COUNTY, TX

FILE NO: 2024.191  
PROJECT: 615.059001  
DATE: 11/26/2024

#### DESCRIPTION

103.161 ACRES SITUATED IN THE ELBERT HINES SURVEY, ABSTRACT NO. 123, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 103.15 ACRE TRACT CONVEYED TO RUC HOLDINGS ULC, BY DEED OF RECORD IN DOCUMENT NO. 2018-003682, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 103.161 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 3/4-inch iron rod found in the west right-of-way line of FM 2720 (r.o.w. varies), being the southeast corner of that certain 99.25 acre tract conveyed to Capital Land Investments 5, LP, by Deed of record in Document No. 2022-003340, of said Official Public Records of Real Property, for the most northerly corner of said 103.15 acre tract and hereof;

**THENCE**, S41°19'12"E, along said west right-of-way line, being the east line of said 103.15 acre tract, a distance of 902.42 feet to a 1/2-inch iron rod found at the southeast corner of said 103.15 acre tract, being the northeast corner of that certain 74.749 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 643, Page 489, of said Official Public Records of Real Property, for the most easterly corner hereof;

**THENCE**, leaving said west right-of-way line, along the north and west lines of said 74.749 acre tract, being the south line of said 103.15 acre tract, the following two (2) courses and distances:

1. S48°41'03"W, a distance of 1950.88 feet to a 1/2-inch iron rod found at the northwest corner of said 74.749 acre tract, for an angle point;
2. S41°18'40"E, a distance of 465.33 feet to a 1/2-inch iron rod found at the northeast corner of that certain 79.523 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 643, Page 484, of said Official Public Records of Real Property, for an angle point;

**THENCE**, leaving the west line of said 74.749 acre tract, along the north line of said 79.523 acre tract, being the south line of said 103.15 acre tract, the following two (2) courses and distances:

1. S48°34'30"W, a distance of 984.65 feet to a 1/2-inch iron rod found, for an angle point;
2. S48°31'29"W, a distance of 983.15 feet to a 1/2-inch iron rod found at the southwest corner of said 103.15 acre tract, being an angle point in the east line of that certain 464.83 acre tract conveyed to RUC Holdings ULC, by Deed of record in Document No. 2018-003683, of said Official Public Records of Real Property, for the most southerly corner hereof;



**THENCE**, N41°09'18"W, leaving the north line of said 79.523 acre tract, along the east line of said 464.83 acre tract, being the west line of said 103.15 acre tract, a distance of 1392.91 feet to a stone monument found at the northwest corner of said 103.15 acre tract, being the southwest corner of that certain 101.7393 acre tract conveyed to Capital Land Investments 5, LP, by Deed of record in said Document No. 2022-003340, of said Official Public Records of Real Property, for the most westerly corner hereof;

**THENCE**, N48°59'05", leaving the east line of said 464.83 acre tract, along the south lines of said 101.7393 acre tract and said 99.25 acre tract, being the north line of said 103.15 acre tract, a distance of 3914.79 feet to the **POINT OF BEGINNING**, and containing 103.161 acres (4,493,680 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

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ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



EXHIBIT A-5  
462.828 ACRES  
CALDWELL COUNTY, TX

FILE NO: 2024.192  
PROJECT: 615.059001  
DATE: 11/26/2024

#### DESCRIPTION

462.828 ACRES SITUATED IN THE ELBERT HINES SURVEY, ABSTRACT NO. 123, IN CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 464.83 ACRE TRACT CONVEYED TO RUC HOLDINGS ULC, BY DEED OF RECORD IN DOCUMENT NO. 2018-003683, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 462.828 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 5/8-inch iron rod found in the west right-of-way line of FM 2720 (r.o.w. varies), being the northeast corner of that certain 101.7393 acre tract conveyed to Capital Land Investments 5, LP, by Deed of record in Document No. 2022-003340, of said Official Public Records of Real Property, for the most easterly corner of said 464.83 acre tract and hereof;

**THENCE**, S48°59'27"W, leaving said west right-of-way line, along the north line of said 101.7393 acre tract, being an east line of said 464.83 acre tract, a distance of 977.63 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of that certain 1.000 acre tract conveyed to Walton Texas, LP, by Deed of record in Document No. 2015-002524, of said Official Public Records of Real Property, for an angle point;

**THENCE**, leaving the north line of said 101.7393 acre tract, over and across said 464.83 acre tract, along the east, north, and west lines of said 1.000 acre tract, being an east line of said 464.83 acre tract, the following three (3) courses and distances:

1. N41°00'33"W, a distance of 125.19 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. S48°59'27"W, a distance of 348.05 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
3. S41°00'33"E, a distance of 125.19 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southwest corner of said 1.000 acre tract, being the in the north line of said 101.7393 acre tract, for an angle point;

**THENCE**, S48°59'27"W, along the north line of said 101.7393 acre tract, being an east line of said 464.83 acre tract, a distance of 2593.68 feet to a 1/2-inch iron rod with "4227" cap found at the northwest corner of said 101.7393 acre tract, for an angle point;

**THENCE**, S41°26'15"E, along the west line of said 101.7393 acre tract, being an east line of said 464.83 acre tract, a distance of 2229.93 feet to a stone monument found at the southwest corner of said 101.7393 acre tract, being the northwest corner of that certain 103.15 acre tract conveyed to RUC Holdings ULC, by Deed of record in Document No. 2018-003682, of said Official Public Records of Real Property, for an angle point;



**THENCE**, S41°09'18"E, along the west line of said 103.15 acre tract, being an east line of said 464.83 acre tract, a distance of 1392.91 feet to a 1/2-inch iron rod found at the southwest corner of said 103.15 acre tract, being in the north line of that certain 79.523 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 463, Page 484, of said Official Public Records of Real Property, for an angle point;

**THENCE**, along the north and west lines of said 79.523 acre tract, being the east line of said 464.83 acre tract, the following two (2) courses and distances:

1. S48°42'58"W, a distance of 900.03 feet to a 3/4-inch iron rod found at the northwest corner of said 79.523 acre tract, for an angle point;
2. S41°19'06"E, a distance of 1208.30 feet to a 5/8-inch iron rod found at the southwest corner of said 79.523 acre tract, being in the north line of that certain 292.73 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126770, of said Official Public Records of Real Property, for the most southerly southeast corner of said 464.83 acre tract and hereof;

**THENCE**, S48°48'59"W, along the north line of said 292.73 acre tract, being the south line of said 464.83 acre tract, a distance of 759.54 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of that certain 1.000 acre tract conveyed to Richard B. Dolifka, Jr., by Deed of record in Document No. 2023-000224, of said Official Public Records of Real Property, for an angle point;

**THENCE**, leaving the north line of said 292.73 acre tract, over and across said 464.83 acre tract, along the east and north lines of said Dolifka 1.000 acre tract, the following two (2) courses and distances:

1. N41°02'35"W, a distance of 124.31 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. S49°04'00"W, a distance of 348.65 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the northwest corner of said Dolifka 1.000 acre tract, being in the west line of said 464.83 acre tract, also being in the east line of that certain 682.21 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 591, Page 449, of said Official Public Records of Real Property, for the most southerly corner hereof;

**THENCE**, along the east line of said 682.21 acre tract, being the west line of said 464.83 acre tract, the following three (3) courses and distances:

1. N41°18'32"W, a distance of 5480.62 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. N48°39'10"E, a distance of 812.60 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
3. N41°19'29"W, at 3476.61 feet passing a 60D nail in a fence post, and continuing for a total distance of 3486.70 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the

most northerly corner of said 682.21 acre tract, being in the south line of that certain 152.00 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 640, Page 852, of said Official Public Records of Real Property, for the most westerly corner of said 464.83 acre tract and hereof;

**THENCE**, N48°36'56"E, along the south line of said 152.00 acre tract, being the north line of said 464.83 acre tract, a distance of 547.27 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the most easterly corner of said 152.00 acre tract, being in the west line of a varying width road right-of-way (no dedication found), for an angle point;

**THENCE**, along the west and south lines of said road right-of-way, being the north line of said 464.83 acre tract, the following three (3) courses and distances:

1. S24°23'34"E, a distance of 12.32 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. S40°37'34"E, a distance of 17.94 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
3. N48°34'02"E, a distance of 651.21 feet to a metal fence post found at the northwest corner of that certain 123.49 acre tract conveyed to Capital Land Investments 5, LP, by Deed of record in Document No. 2023-005620, of said Official Public Records of Real Property, for the most northerly corner of said 464.83 acre tract and hereof;

**THENCE**, S41°26'15"E, along the west line of said 123.49 acre tract, being a north line of said 464.83 acre tract, a distance of 2728.40 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southwest corner of said 123.49 acre tract, for an angle point;

**THENCE**, N48°58'24"E, along the south line of said 123.49 acre tract, being a north line of said 464.83 acre tract, a distance of 3912.78 feet to a metal post found at the southeast corner of said 123.49 acre tract, being in said west right-of-way line of FM 2720, for the most northerly northeast corner of said 464.83 acre tract and hereof;

**THENCE**, S41°19'12"E, along said west right-of-way line, being an east line of said 464.83 acre tract, a distance of 1510.61 feet to the **POINT OF BEGINNING**, and containing 462.828 acres (20,160,798 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.



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ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754





EXHIBIT A-6  
1.000 ACRE  
CALDWELL COUNTY, TX

FILE NO: 2024.193  
PROJECT: 615.059001  
DATE: 11/26/2024

#### DESCRIPTION

1.000 ACRE SITUATED IN THE ELBERT HINES SURVEY, ABSTRACT NO. 123, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 1.000 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN DOCUMENT NO. 2015-002524, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 1.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, for reference, at a 5/8-inch iron rod found in the west right-of-way line of FM 2720 (r.o.w. varies), being the northeast corner of that certain 101.7393 acre tract conveyed to Capital Land Investments 5, LP, by Deed of record in Document No. 2022-003340, of said Official Public Records of Real Property, also being the most easterly corner of that certain 464.83 acre conveyed to RUC Holdings ULC, by Deed of record in Document No. 2018-003683, of said Official Public Records of Real Property;

**THENCE**, S48°59'27"W, leaving said west right-of-way line, along the north line of said 101.7393 acre tract, being an east line of said 464.83 acre tract, a distance of 977.63 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of said 1.000 acre tract, for the **POINT OF BEGINNING** and most easterly corner hereof;

**THENCE**, S48°59'27"W, continuing along the north line of said 101.7393 acre tract, being the south line of said 1.000 acre tract, a distance of 348.05 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for the most southerly corner of said 1.000 acre tract and hereof, from which a 1/2-inch iron rod found at the northwest corner of said 101.7393 acre tract, being an angle point in an east line of said 464.83 acre tract, bears S48°59'27"W, a distance of 2593.68 feet;

**THENCE**, N41°00'33"W, leaving the north line of said 101.7393 acre tract, along an east line of said 464.83 acre tract, being the west line of said 1.000 acre tract, a distance of 125.19 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for the most westerly corner of said 1.000 acre tract and hereof;

**THENCE**, N48°59'27"E, continuing along an east line of said 464.83 acre tract, being the north line of said 1.000 acre tract, a distance of 348.05 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for the most northerly corner of said 1.000 acre tract and hereof;



**THENCE**, S41°00'33"E, continuing along an east line of said 464.83 acre tract, being the east line of said 1.000 acre tract, a distance of 125.19 feet to the **POINT OF BEGINNING**, and containing 1.000 acre (43,572 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

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ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



EXHIBIT A-7  
1.010 ACRE  
ELBERT HINES SURVEY, ABSTRACT NO. 123  
CALDWELL COUNTY, TX

FILE NO. 2025.016  
PROJECT: 615.059001  
DATE: 01/29/2025

#### DESCRIPTION

1.010 ACRE SITUATED IN THE ELBERT HINES SURVEY, ABSTRACT NO. 123, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 462.828 ACRE TRACT CONVEYED TO RUC HOLDINGS, ULC, BY DEED OF RECORD IN DOCUMENT NUMBER 2018-003683 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; ALSO BEING THAT CERTAIN 1.00 ACRE TRACT CONVEYED TO RICHARD B. DOLIFKA, JR., BY DEED OF RECORD IN DOCUMENT NO. 2023-000224, OF SAID OFFICIAL PUBLIC RECORDS; SAID 1.010 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod with "Manhard Consulting" cap set in the northeast line of that certain 292.73 acre tract conveyed to Hohertz Farms Family Partnership, LTD by Deed of record in Document Number 126770, of said Official Public Records of Real Property, being the southeast corner of that certain 682.21 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 591, Page 449, of said Official Public Records of Real Property, for the southwesterly corner of said 462.828 acre tract, said 1.00 acre tract, and hereof;

**THENCE**, N41°18'32"W, leaving the north line of said 292.73 acre tract, along the east line of said 682.21 acre tract, being the west line of said 462.828 acre tract and said 1.00 acre tract, a distance of 125.83 feet to a 1/2-inch iron rod with cap stamped "Manhard Consulting" set, for the northwesterly corner of said 1.00 acre tract and hereof;

**THENCE**, N49°04'00"E, leaving the east line of said 682.21 acre tract, over and across said 462.828 acre tract, along the north line of said 1.00 acre tract, a distance of 348.65 feet to a 1/2-inch iron rod with cap stamped "Manhard Consulting" set, for the northeasterly corner of said 1.00 acre tract and hereof;

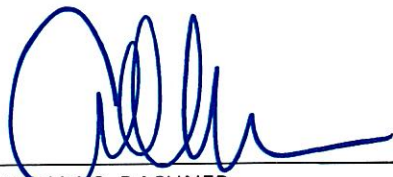
**THENCE**, S41°02'35"E, continuing over and across said 462.828 acre tract, along the east line of said 1.00 acre tract, a distance of 124.31 feet to a 1/2-inch iron rod with cap stamped "Manhard Consulting" set in the southeast line of said 462.828 acre tract, being the northwest line of said 292.73 acre tract, for the southeasterly corner of said 1.00 acre tract and hereof;



**THENCE**, S48°33'58"W, along the northwest line of said 292.73 acre tract, being the southeast line of said 462.828 acre tract and said 1.00 acre tract, a distance of 350.46 feet to the **POINT OF BEGINNING**, and containing 1.010 acre (43,987 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.



ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



**EXHIBIT A-8**

349.739 ACRES

CALDWELL COUNTY, TX

FILE NO: 2024.194

PROJECT: 615.059001

DATE: 11/26/2024

**DESCRIPTION**

349.739 ACRES SITUATED IN THE WILLIAM BARBER SURVEY, ABSTRACT NO. 47, THE MARTIN MCFERRIN SURVEY, ABSTRACT NO. 204, THE JOHN B. GRAY SURVEY, ABSTRACT NO. 116, AND THE JAMES GEORGE SURVEY, ABSTRACT NO. 118, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 349.65 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 635, PAGE 252, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 349.739 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod with "Chaparral" cap found in the south line of that certain 77.20 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 640, Page 264, of said Official Public Records of Real Property, being the northwest corner of that certain 14.956 acre tract conveyed to Maria G. Moreno, by Deed of record in Document No. 2018-000836, of said Official Public Records of Real Property, for an angle point in the north line of said 349.65 acre tract and hereof;

**THENCE**, leaving the south line of said 77.20 acre tract, along the west and south lines of said 14.956 acre tract, being a north line of said 349.65 acre tract, the following thirteen (13) courses and distances:

1. S32°11'19"E, a distance of 195.54 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
2. Along said curve, having a radius of 112.44 feet, a central angle of 59°25'52", an arc length of 116.63 feet, and a chord which bears S67°07'16"E, a distance of 111.47 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
3. N82°58'41"E, a distance of 195.59 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the right;
4. Along said curve, having a radius of 137.56 feet, a central angle of 55°54'36", an arc length of 134.23 feet, and a chord which bears S71°39'19"E, a distance of 128.97 to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
5. S44°23'19"E, a distance of 67.42 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the left;
6. Along said curve, having a radius of 115.23 feet, a central angle of 93°18'40", an arc length of 187.66 feet, and a chord which bears S85°03'19"E, a distance of 167.60 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
7. N61°53'41"E, a distance of 143.05 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;

2025-01-29 - [https://mytract-my.sharepoint.com/personal/chris\\_shandor\\_tract\\_com/Documents/Desktop/Exhibit A - Lockhart.docx](https://mytract-my.sharepoint.com/personal/chris_shandor_tract_com/Documents/Desktop/Exhibit A - Lockhart.docx)  
Sheet 1 of 5



8. N59°43'41"E, a distance of 216.88 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the right;
9. Along said curve, having a radius of 432.52 feet, a central angle of 23°25'28", an arc length of 176.85 feet, and a chord which bears N71°03'42"E, a distance of 175.62 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the point of reverse curvature of a curve to the left;
10. Along said curve, having a radius of 155.99 feet, a central angle of 73°16'56", an arc length of 199.51 feet, and a chord which bears N60°13'41"E, a distance of 186.19 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
11. N32°01'19"W, a distance of 41.75 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
12. N03°34'19"W, a distance of 36.04 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
13. N27°35'19"W, a distance of 86.64 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the most easterly corner of said 14.956 acre tract, being in the west line of a possible roadway easement or right-of-way (no dedication found) as referenced in a deed of that certain 151-1/2 acre tract conveyed to W. H. Schroeder, by Deed of record in Volume 238, Page 442, of the Deed Records of Caldwell County, Texas, for the most northerly corner of said 349.65 acre tract and hereof;

**THENCE**, S41°27'26"E, in part along the west line of said possible roadway right-of-way and said 151-1/2 acre tract, and in part along the west line of that certain "30 foot abandoned County Road" as referenced in conveyances to Robert P. Ussery in Documents No. 130201, 118766, and 2015-003559, of said Official Public Records of Real Property, a distance of 1373.58 feet to a 1/2-inch iron rod found, for an angle point;

**THENCE**, S41°45'49"E, in part along said "30 foot abandoned County Road," in part along the west terminus of Payne Lane (r.o.w. varies), and in part along the west line of that certain 185.625 acre tract conveyed to 2720 Partnership, LLC, by Deed of record in Document No. 2021-007229, of said Official Public Records of Real Property, being the east line of said 349.65 acre tract, a distance of 1499.80 feet to a 1/2-inch iron rod found, for the most easterly corner of said 349.65 acre tract and hereof;

**THENCE**, along the north and west lines of said 185.625 acre tract, being the south line of said 349.65 acre tract, the following two (2) courses and distances:

1. S59°21'58"W, a distance of 763.85 feet to a 1/2-inch iron rod found, for an angle point;
2. S30°01'02"E, a distance of 148.50 feet to a metal fence post found at the northeast corner of that certain 160 acre tract conveyed to William Robert Clark and Anne J. Clark, by Deed of record in Document No. 119218, of said Official Public Records of Real Property, for an angle point;



**THENCE**, S59°26'30"W, in part along the north line of said 160 acre tract and in part along the north line of that certain 98.859 acre tract conveyed to Doris H. Steubing, by Deed of record in Document No. 2022-001271, of said Official Public Records of Real Property, a distance of 4143.54 feet to a 1 and 1/2-inch iron pipe found at the southeast corner of that certain 169.55 acre tract conveyed to Doris Lea Steubing, by Deed of record in Document No. 2021-007436, of said Official Public Records of Real Property, for the most southerly corner of said 349.65 acre tract and hereof;

**THENCE**, along the east line of said 169.55 acre tract, being the west line of said 349.65 acre tract, the following two (2) courses and distances:

1. N31°19'58"W, a distance of 579.76 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. N31°07'06"W, a distance of 2863.95 feet to a 1/2-inch iron rod found at the northeast corner of said 169.55 acre tract, being in the south line of that certain 50.00 acre tract conveyed to Permian Highway Pipeline, LLC, by Deed of record in Document No. 2023-000035, of said Official Public Records of Real Property, for the most westerly corner of said 349.65 acre tract and hereof;

**THENCE**, N58°39'21"E, along the south line of said 50.00 acre tract, being the north line of said 349.65 acre tract, a distance of 865.28 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of said 50.00 acre tract, being the southwest corner of that certain 80.00 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126769, of said Official Public Records of Real Property, for an angle point;

**THENCE**, N58°52'02"E, along the south line of said 80.00 acre tract, being the north line of said 349.65 acre tract, a distance of 1746.82 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of said 80.00 acre tract, being the southwest corner of said 77.20 acre tract, for an angle point;

**THENCE**, N58°58'47"E, along the south line of said 77.20 acre tract, being the north line of said 349.65 acre tract, a distance of 555.16 feet to the **POINT OF BEGINNING**, and containing 349.739 acres (15,234,637 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

---

ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754

2025-01-29 - [https://mytract-my.sharepoint.com/personal/chris\\_shandor\\_tract\\_com/Documents/Desktop/Exhibit A - Lockhart.docx](https://mytract-my.sharepoint.com/personal/chris_shandor_tract_com/Documents/Desktop/Exhibit A - Lockhart.docx)  
Sheet 3 of 5

EXHIBIT A-9  
77.217 ACRES  
CALDWELL COUNTY, TX

FILE NO: 2024.195  
PROJECT: 615.059001  
DATE: 11/26/2024

#### DESCRIPTION

77.217 ACRES SITUATED IN THE WILLIAM BARBER SURVEY, ABSTRACT NO. 47, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 77.20 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 640, PAGE 264, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 77.217 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod found in the south right-of-way line of Jolly Road (r.o.w. varies), being the northeast corner of that certain 80.00 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126769, of said Official Public Records of Real Property, for the most westerly corner of said 77.20 acre tract and hereof;

**THENCE**, N47°58'12"E, along said south right-of-way line, being the north line of said 77.20 acre tract, a distance of 1272.88 feet to a 1/2-inch iron rod found at the northeast corner of said 77.20 acre tract, being in the west line of a possible roadway easement or right-of-way (no dedication found) as referenced in a deed of that certain 151-1/2 acre tract conveyed to W. H. Schroeder, by Deed of record in Volume 238, Page 442, of the Deed Records of Caldwell County, Texas, for the most northerly corner hereof;

**THENCE**, S42°02'39"E, along the west line of said possible roadway easement or right-of-way, being the east line of said 77.20 acre tract, a distance of 2448.24 feet to a 1/2-inch iron rod with "Chaparral" cap found at the southeast corner of said 77.20 acre tract, being the northeast corner of that certain 14.956 acre tract conveyed to Maria G. Moreno, by Deed of record in Document No. 2018-000836, of said Official Public Records of Real Property, for the most easterly corner hereof;

**THENCE**, S58°50'18"W, along the north line of said 14.956 acre tract, being the south line of said 77.20 acre tract, a distance of 1113.66 feet to a 1/2-inch iron rod with "Chaparral" cap found at the northwest corner of said 14.956 acre tract, being an angle point in the north line of that certain 349.65 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 635, Page 252, of said Official Public Records of Real Property, for an angle point;

**THENCE**, S58°58'47"W, along the north line of said 349.65 acre tract, being the south line of said 77.20 acre tract, a distance of 555.16 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southwest corner of said 77.20 acre tract, being the southeast corner of said 80.00 acre tract, for the most southerly corner hereof;



**THENCE**, N32°18'45"W, along the east line of said 80.00 acre tract, being the west line of said 77.20 acre tract, a distance of 2163.27 feet to the **POINT OF BEGINNING**, and containing 77.217 acres (3,363,575 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

---

ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



EXHIBIT A-10  
3,181 SQUARE FEET  
ELBERT HINES SURVEY, ABSTRACT NO. 123  
CALDWELL COUNTY, TX

FILE NO. 2025.015  
PROJECT: 615.059001  
DATE: 01/20/2025

#### DESCRIPTION

3,181 SQUARE FEET SITUATED IN THE ELBERT HINES SURVEY, ABSTRACT NO. 123, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 682.21 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 591, PAGE 449, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 3,181 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod found in the north right-of-way line of Misty Lane (r.o.w. varies), being an angle point in a southeast line of said 682.21 acre tract, for the northwesterly corner hereof;

**THENCE**, N49°34'42"E, leaving said north right-of-way line, over and across said 682.21 acre tract, a distance of 63.84 feet to calculated point, for the northeasterly corner hereof;

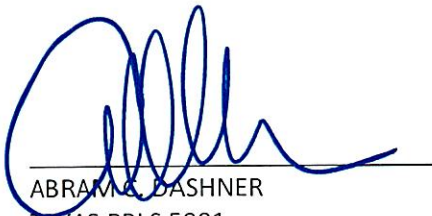
**THENCE**, S41°15'22"E, continuing over and across said 682.21 acre tract, a distance of 48.97 feet to 1/2-inch iron rod with "Manhard Consulting" cap set in a southeasterly line of said 682.21 acre tract, being the northwesterly line of that certain 292.73 acre tract conveyed to Hohertz Farms Family Partnership, Ltd., by Deed of record in Document Number 126770, of said Official Public Records of Real Property, for the southeasterly corner hereof;

**THENCE**, S48°41'34"W, along the northwesterly line of said 292.73 acre tract, being a southeasterly line of said 682.21 acre tract,, a distance of 64.78 feet to a calculated point in said north right-of-way line of said Misty Lane, being the northwesterly corner of said 292.73 acre tract, for the southwesterly corner hereof;

**THENCE**, N40°10'23"W, along said north right-of-way line, being the a southeast line of said 682.21 acre tract, a distance of 49.97 feet to the **POINT OF BEGINNING**; and containing 3,181 square feet (0.073 acre) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.



ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754



## **EXHIBIT B**

**(See the attached Concept Plan depicted by Exhibits B-1 and B-2)**



## EXHIBIT B-1



CALDWELL VALLEY SITE

CONCEPTUAL SITE PLAN

NOVEMBER 2024  
FM 2720  
CALDWELL COUNTY, TX 78656

DEVELOPMENT AREAS

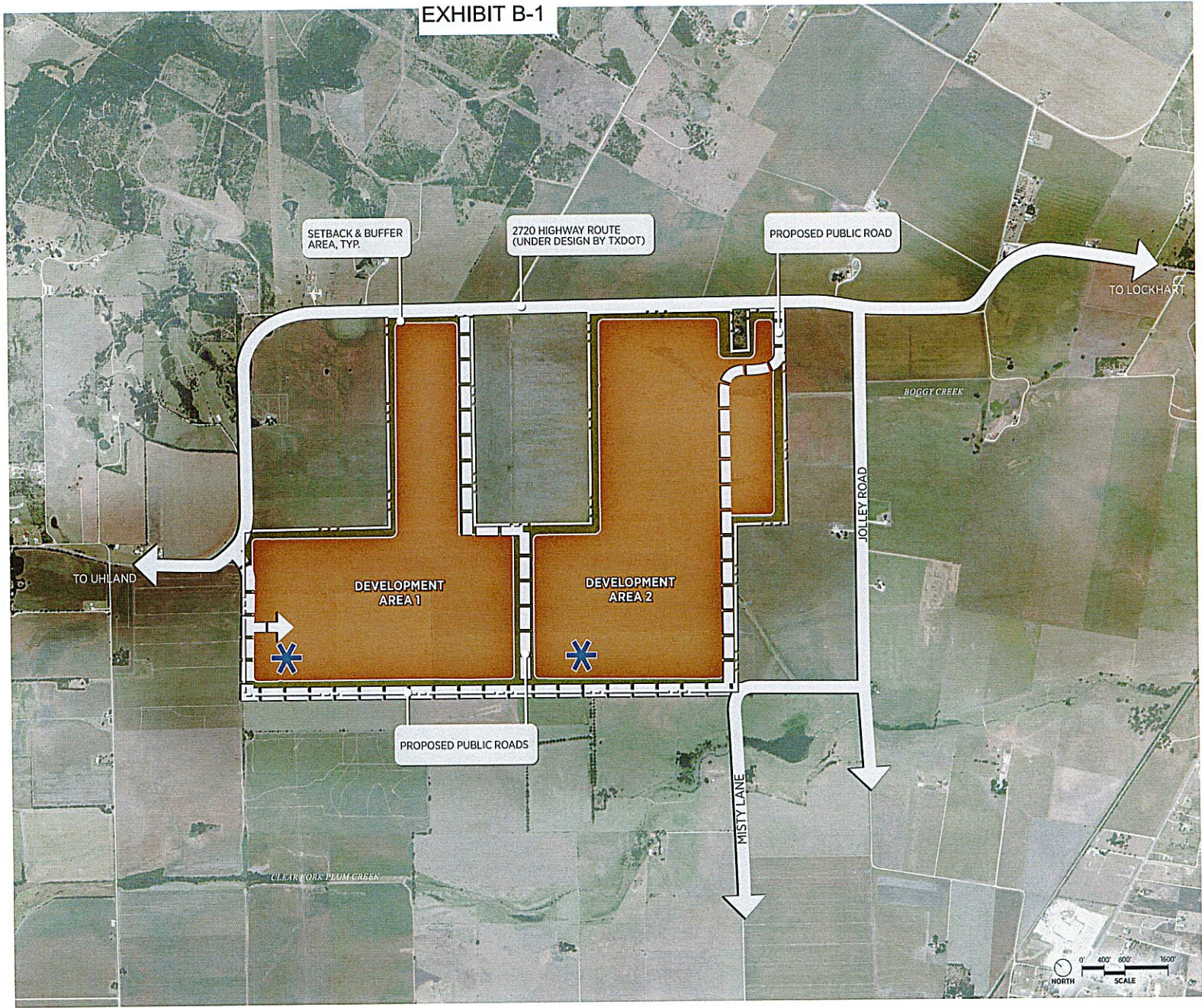
BUFFER

POTENTIAL SUBSTATION

PROPOSED PUBLIC ROADS

NOTES:

- 1. Roadways and access points shown are conceptual in nature, final locations will be determined at preliminary plat.
- 2. Property boundaries and development areas are for planning purposes only and are subject to change





## EXHIBIT B-2

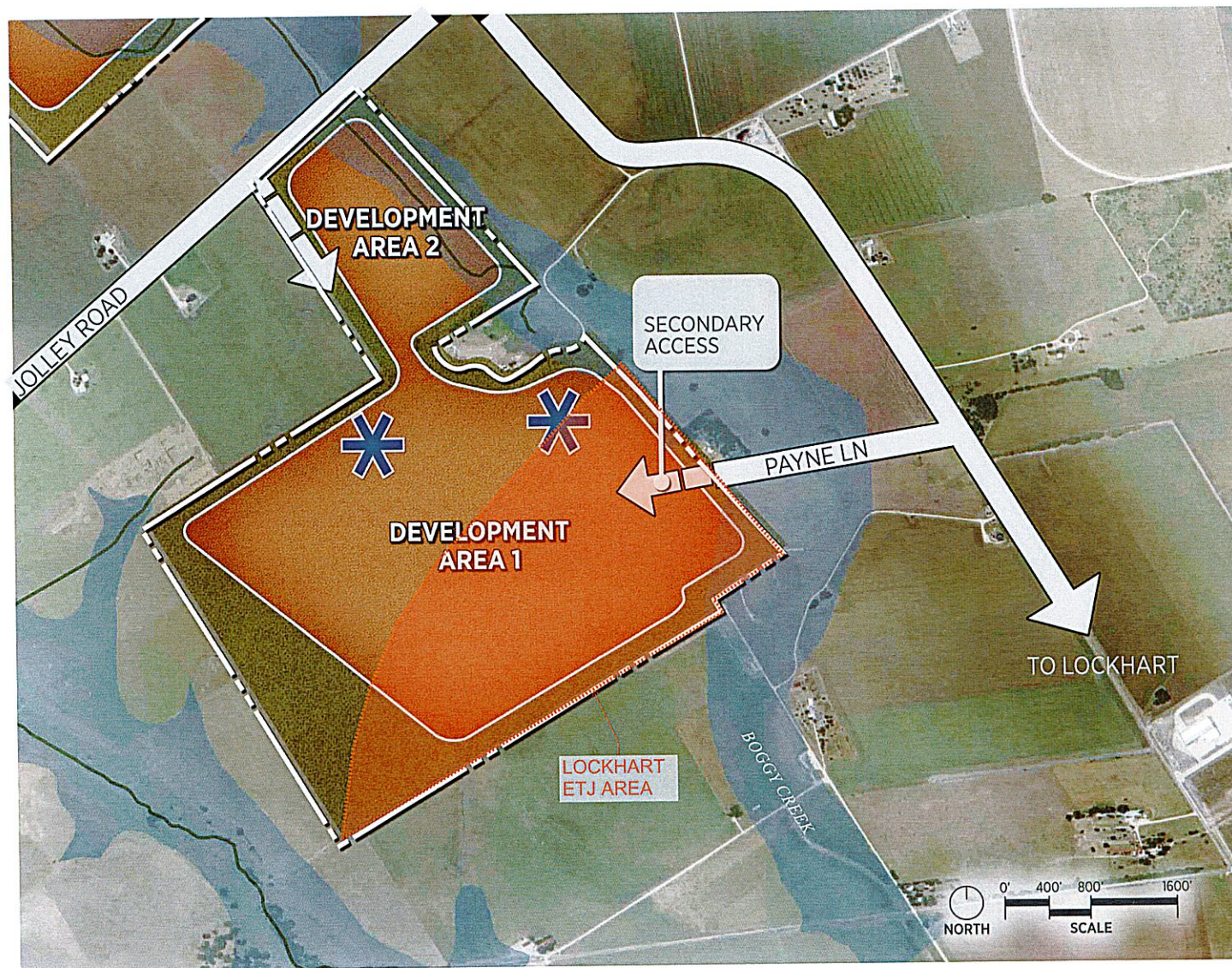


# CALDWELL VALLEY SITE

## CONCEPTUAL SITE PLAN

MAY 2024  
FM 2720  
CALDWELL COUNTY, TX 78656

- DEVELOPMENT AREAS
- BUFFER
- 100 YEAR FLOODPLAIN
- POTENTIAL WETLANDS
- POTENTIAL SUBSTATION



\*Property boundaries, developable areas and acreages are for planning purposes only and are subject to change.



## **EXHIBIT C**

### **Permitted uses**

The following uses are allowed by-right:

1. Data Center, including appurtenant power generation plant and power transmission facilities, water wells and water transmission facilities, and wastewater treatment plant and wastewater transmission facilities.
2. Power generation plant and power transmission facilities.
3. Water and wastewater transmission facilities.
4. Business service establishments.
5. Pharmacy.
6. Financial institutions and offices.
7. Furniture, appliance, and vehicle parts sales. All repair areas shall be enclosed.
8. Wireless telecommunication facility.
9. Indoor recreation, entertainment, and amusement facilities.
10. Mixed-use building.
11. Parking lot or garage (as incidental to other allowed uses).
12. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
13. Light assembly/fabrication or custom handicraft manufacturing.
14. Small engine repair.
15. Bar, tavern or lounge.
16. Cabinet or upholstery shop.
17. Hotel.
18. Retail stores, including sale of vehicle fuel and/or alcoholic beverages.
19. Parts, light equipment, and motor vehicle sales, rental, maintenance, and services. All repair activities shall be conducted within a fully enclosed building.
20. Eating establishments of any type, including on-premise consumption of alcoholic beverages.
21. Veterinary clinics. No outside stables or kennels.
22. Package sales of alcoholic beverages.
23. Commercial processing, printing, laboratory, and research facilities and centers. No pollutant emissions.
24. Commercial outdoor recreation, entertainment and amusement.
25. Warehousing for local sales and distribution.
26. Home improvement center with outside display and storage.
27. Self-storage warehouse facility.
28. Farm machinery and heavy equipment sales, service, rental and storage.
29. Veterinary hospitals and kennels.
30. Welding or machine shop.
31. Commercial outdoor recreation, entertainment and amusement.
32. Research and administrative facilities.
33. Sales, service and repair facilities.
34. Light assembly/fabrication or custom handicraft manufacturing.
35. Restaurants and drive-in convenience stores which provide goods and services primarily within this district.

## EXHIBIT D

### Sample Right-of-Way License Agreement

This Right-of-Way License Agreement ("Agreement") is entered into on \_\_\_\_\_ between Caldwell County, Texas, a political subdivision of the State of Texas, ("Licensor"); and \_\_\_\_\_, a \_\_\_\_\_ company ("Licensee"). This Agreement is made with reference to the following facts:

#### RECITALS

A. This License Agreement hereby incorporates that certain Development Agreement for Caldwell Valley Technology Park by and between Caldwell County, Texas and TXLCO Caldwell County, LLC entered into effective \_\_\_\_\_, 2025 (the "Development Agreement") relating to development and subdivision of real property located in Caldwell County (the "Project"). Said Development Agreement is also incorporated herein by reference; all references to exhibits shall refer to exhibits attached to that Development Agreement. All capitalized terms used in this Agreement but not defined herein shall have the meaning given to such term in the Development Agreement.

B. Licensor is the owner of rights-of-way that are located within the Project that is depicted on **Exhibit B** (which consists of **Exhibits B-1 and B-2**). Said rights-of-way are described in the preliminary plat and/or final plat for the Project, and Licensee desires to construct certain improvements which will encroach upon and be located in the above-referenced rights-of-way.

C. Licensor is agreeable to permitting said encroachment upon the terms and conditions expressed herein and subject to the Development Agreement referenced herein.

#### AGREEMENT

In consideration of the foregoing, and subject to the terms and conditions set forth in the Development Agreement and below, the parties agree as follows:

**1. Grant.** Licensor hereby grants to Licensee, subject to the terms and conditions contained herein, the right to construct, maintain and install the following described improvements on the following described public right-of-way owned by Licensor:

All non-standard improvements within all rights-of-way in the Project, including but not limited to sidewalks, landscaping, and street illumination.

**2. Consideration.** The license herein granted is expressly made part of and in consideration for the terms and conditions of the Development Agreement.

**3. Construction and Maintenance Expenses.** Licensee shall bear the cost and expense of constructing, reconstructing and maintaining the improvements described above. Licensee further agrees that all work upon or in connection with said improvements shall be done at such times and in such manner in accordance with [road specs?] and as approved by Licensor and shall be done in accordance with plans and specifications approved by Licensor and subject to all permits required by Licensor pursuant to state or local law or regulation.

a. Licensee shall not modify or in any fashion change the improvements, once constructed, without the written permission of Licensor.



b. Licensee agrees to construct said improvements in a workmanlike fashion and to at all times maintain said improvements and the portions of Licensor's right of way on which the improvements are constructed in a good and sound condition and in a condition that remains aesthetically and visually pleasing and reasonably acceptable to the Licensor. If Licensee fails to maintain said improvements in good and sound condition, in the sole determination of Licensor, Licensee hereby grants to Licensor the right to either remove said improvements or to maintain them, at Licensor's option. If Licensor is required to remove and/or maintain said improvements, Licensee agrees to reimburse Licensor for the cost thereof and for any costs necessary to return said right of way of Licensor to the condition existing before the execution of this Agreement within 30 days after the mailing to Licensee of an invoice for said costs by Licensor. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid. Furthermore, if said invoice is not so paid, Licensee agrees to permit Licensor to impose a lien upon the real property described in **Exhibit A** without notice to Licensee.

**4. Removal of Improvements.** Licensee expressly acknowledges that the improvements covered by this agreement are being allowed to be constructed in a public right-of-way and that, from time to time, said right-of-way will require improvement, relocation, destruction and/or removal. In the event of said events occurring, Licensee expressly consents to the Licensor removing and/or replacing said improvements, at the unfettered and complete discretion of Licensor, and Licensee further agrees to effect the removal and replacements at its cost within sixty (60) days of receipt of written notice to do so from Licensor. In the event that Licensee declines to effect said removal and/or replacement, Licensee grants to Licensor the right to remove and/or replace said improvements and the cost thereof shall be paid in accordance with paragraph 3 above.

a. Licensee hereby waives any/or all claims against Licensor for any and all damage or injury done to the real property described in **Exhibit A**, rights-of-way, and/or the structures and/or any personal property located thereon caused as a result of the removal and/or replacement described in the immediately preceding paragraph, and to the extent permitted by law, Licensee indemnifies and holds Licensor harmless for any and all such damages or injuries, irrespective of the passive or active negligence of Licensor.

b. Upon removal of said improvements and any repair or restoration of Licensor's property required by this Agreement and/or payment of costs of said repair, restoration and/or removal, all as provided for under this Agreement, and to the satisfaction of Licensor, Licensor shall provide Licensee with a recordable Certificate of Release.

#### **5. Indemnification and Hold Harmless.**

a. Licensee shall assume all risks of damage to the improvements and any appurtenances thereto and to any other property of Licensee or any property under the control of Licensee while upon or near Licensor's right-of-way described at paragraph 1.

b. To the extent permitted by law, Licensee further agrees to indemnify and hold harmless Licensor, its officers, employees, agents, successors, and assigns, from any and all claims, liabilities, damages, failure to comply with any current or prospective laws, attorney's fees, loss or damage to property whether owned by Licensor, Licensee and/or third parties to this Agreement, and/or injury to or death of any person arising out of the construction, maintenance, removal, replacement, rehabilitation, repair, or the location of the improvements or out of Licensee's activities on Licensor's right-of-way described hereinabove.

**6. Insurance.** Licensee, at its sole cost, shall maintain general liability and property damage insurance in the amount of \$1 million combined single limit for bodily injury and property damage, or such other amount as is determined sufficient by the Commissioners Court or Director of Sanitation, with insurers which are acceptable to Licensor, insuring against all liability of Licensee and its authorized representatives arising

out of and in connection with Licensee's use or occupancy of Licensor's property pursuant to this Agreement.

All general liability insurance and property damage insurance shall insure performance by Licensee of the indemnity provisions of this Agreement. Licensor shall be named as an Additional Insured, and the policy shall contain cross-liability and primary insurance endorsements.

Each policy, or a certificate of the policy, shall be deposited with Licensor at the commencement of the term of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy. Licensee shall provide evidence of said insurance.

Licensee shall provide Licensor with notice of cancellation or termination of the insurance at least thirty (30) days in advance of cancellation or termination. Licensee shall continuously maintain the insurance required by this Agreement until Licensor issues its Certificate of Release pursuant to Paragraph 4 hereof.

**7. Term.** This agreement and the rights granted hereunder may be terminated by Licensor upon giving written notice to Licensee at least ninety (90) days prior to the termination.

a. Should Licensee, its successors and assigns, at any time abandon the use of the property described on Exhibit A or any part thereof, or fail at any time to use the same for the purpose for which development of said property was approved for a continuous period of ninety (90) days, the rights and obligations hereby created shall cease to the extent of the use so abandoned and/or discontinued, and Licensor shall have the right to declare this Agreement terminated to the extent of the use so abandoned or discontinued.

b. Upon termination of the rights and privileges hereby granted, Licensee, at its own cost and expense, agrees to remove said improvements for which this license is granted and to return the right-of-way to the condition it was in prior to the execution of this License. Should Licensee in such event fail, neglect, or refuse to remove said improvement or return the right-of-way to such condition, such removal and restoration may be performed by Licensor at the expense of Licensee, which expense, including any attorney's fees, Licensee agrees to pay upon demand and, if not so paid, said expenses shall be paid in accordance with paragraph 3(b), above.

**8. Notices.** Any and all notices and demands required or permitted to be given hereunder, shall be in writing and shall be served either personally or by certified mail, return receipt requested, to the following addresses:

To County: Caldwell County Judge  
110 South Main St.  
Rm. 101  
Lockhart, TX 78644

With copy to: Director of Sanitation  
1700 FM 2720  
Lockhart, Texas 78644

To Licensee:



**9. Waiver.** The waiver by Licensor of any breach or any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

**10. Authority of Parties.** Each individual executing this agreement in behalf of a corporation or other private entity shall represent and warrant and that he/she is duly authorized to execute this agreement on behalf of the corporation and/or entity, in accordance with the duly adopted resolution of the Board of Directors of such corporation, and/or entity, a copy of said resolution shall be provided to Licensor, along with the executed original of this agreement.

**11. Attorney's Fees.** In the event that either party is required to bring an action to enforce or interpret terms and conditions of this agreement, the prevailing party shall be entitled to payment of its attorney's fees, as well as expert witness fees.

**12. Assigns and Successors.** This agreement shall inure to the benefit and be binding upon each party's assigns and successors, and it is the intent of the parties that this license and its terms and conditions shall run with the land and be binding upon all successors in interest to the real property described in **Exhibit A** attached hereto.

**IN WITNESS THEREOF**, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LICENSOR:

LICENSEE:

\_\_\_\_\_  
Hoppy Haden  
Caldwell County Judge

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_