

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is by and between **Caldwell County**, a political subdivision of the state of Texas (“County”), and **RFJO**, a Texas Limited Liability Company (“Developer”).

WHEREAS, Developer has acquired approximately 120.73 acres of real property, which is more particularly described in **Exhibit A-1 and A-2**, attached hereto (the “Property”); and

WHEREAS, Developer desires to subdivide and develop the Property (the “Project”) as generally depicted on the concept plan attached hereto as **Exhibit B** (the “Concept Plan”); and

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

WHEREAS, this Agreement delineates the conditions for the Project under which variances to the technical requirements of the Caldwell County Development Ordinance will be granted in exchange for a mutually agreeable alternate standard that meets the intent of the Ordinance and is in the interest of both parties.

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 “Project” is defined as the subdivision and development of the Property as depicted on the Concept Plan, 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 and lot mix 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 Commissioners Court.
- b. The Project is to be known as **Southern Meadows** and is anticipated to consist of up to 676 Single Family Lots and 1 commercial lot within the Property, exclusive of any Additional Property (as defined below in Paragraph 1d).
- c. The Project may include creation of one or more special districts, hereafter referred to as “District”, consisting of municipal utility district(s), water control and improvement district(s), or similar, for the purpose of maintaining infrastructure within the Project.
- d. Additional Property may be added to the Project and become subject to this Agreement (including without limitation the uses permitted in **Exhibit C** and the variances approved in **Exhibit E**), only upon the execution of a written amendment to this Agreement by the parties (any such property, the “Additional Property”). The required mix of lot widths within any tract of the Additional Property will be determined in accordance with the percentages set forth in Section 2(e) unless otherwise approved by the parties. 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** 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(c) prior to including any proposed Additional Property within the Project.

- e. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of State law and Caldwell County Development Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- f. The Project shall be developed in accordance with the regulations, ordinances and other requirements of the County in effect as of the Effective Date of this Agreement. No subsequent regulations, ordinances or other requirements may be imposed upon Developer, the Project, the Property or the Additional Property without the express written consent of Developer. Should Developer elect to comply with a subsequently adopted regulation, ordinance or other requirement of the County, such election shall not constitute or result in modification, amendment or waiver of Developer's right to develop the Project in accordance with the rules, ordinances or other requirements in effect as of the Effective Date. The parties agree that the foregoing shall not apply to regulations, ordinances or other requirements that are: (1) adopted to modify the County's procedures for processing of development permits and other applications in compliance with applicable Texas law; (2) adopted to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy; or (3) adopted to prevent the imminent destruction of property or injury to persons, if the regulations do not affect landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project, or change development permitted by a restrictive covenant required by the County.
- g. Upon execution, this Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code.

2. Developer Obligations

- a. Developer will implement, at a minimum, Deed Restrictions and/or Restrictive Covenants that encumber each lot, tract, or parcel, to include the following terms and conditions:
 - 1. All construction within the Project designated as residential will consist of site-built structures, specifically excluding mobile homes, manufactured homes, and recreational vehicles. Any such deed restriction or restrictive covenant shall not be construed to preclude the use of prefabricated structures (including mobile homes) for temporary residential use prior to conducting District elections or for temporary construction office use.
 - 2. The deed restrictions shall include the following Dark Sky provision:

“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.”

- b. Approximately 6.0 acres of open space shall be provided within the Project Limits consisting of recreational parkland. Parkland shall be reserved in a similar manner to the layout on **Exhibit B**. Approximately 1.0 acre of parkland will be developed to accommodate roughly 150 single-family homes. Once approximately 300 single-family homes are constructed, an additional 3.0 acres of parkland will be allocated. Upon completion of the entire subdivision, an extra 2.0 acres of parkland will be built, resulting in a total of approximately 6.0 acres. The District or a property owners association will be responsible for the upkeep of all open spaces and parkland. This Concept Plan illustrates the general development style and connection to neighboring lands, and the Developer may make modifications within the parameters of this Agreement.
- c. Any and all open space, sidewalks, trails, parks, street lighting, storm sewers, and detention facilities constructed by Developer shall be dedicated and maintained by the District or a property owners association established for the purpose of owning and managing the common land or amenities. Open space areas may include drainage and detention facilities, irrigation facilities and other facilities owned and operated by the District or another utility service provider within the Project.
- d. The Project shall incorporate parkland/pocket parks and open space.

Parks are large, open areas of land that are often used for recreation, such as picnicking, walking, running, playing sports, and more. Parks will be platted and developed concurrently with the adjacent land. Parks also provide a larger space for people to gather and enjoy the outdoors, while pocket parks provide a smaller, more intimate setting for people to enjoy nature and the outdoors.

Pocket parks are small, public parks located within urban neighborhoods. Pocket parks will be developed concurrently with the nearby or adjacent residential lots. They are typically smaller than traditional parks, ranging in size from a few hundred to a few thousand square feet, and are designed to provide a place for residents to gather, relax, and enjoy nature in an urban setting. Pocket parks often contain benches, trees, and other amenities such as outdoor seating, playgrounds, and walking paths.

- e. The Residential area shown on the Concept Plan shall contain a lot frontage mix of maximum of 75% forty foot (40') wide lots, minimum 15% forty five foot (45') wide lots, and a minimum of 10% fifty foot (50') wide or wider lots; not applicable to lots on curves or cul-de-sacs.
- g. Parking for residential units within the Project will be subject to the following requirements:
 - (1) All single-family detached homes shall provide a 2-car garage for each home.
 - (2) All single-family detached and duplex home driveways shall be a minimum of twenty feet (20') in depth as measured from the right-of-way and sixteen feet (16') in width at the intersection of the driveway and public roadway.
 - (3) Property owner's associations responsible for enforcement of off-street parking.
- i. Non-residential land uses permitted under this Agreement are shown in **Exhibit C**.
- j. All streets shall be public and will be dedicated to the County with the exception of private drives, or private roads or alleys serving homeowners association (HOA) facilities or property.

- k. The District or an owners association 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 the rights-of-way.
- m. Developer shall reimburse County for costs incurred in the County Engineer's review of this Agreement within forty-five (45) days of receiving notice of such cost. Costs shall not exceed an amount of \$5,000.
- n. Developer and County agree that subsequent development of the Project, if in phases, 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.
- o. This Agreement shall take the place of and satisfy any requirement for a Phased Development Agreement under the Caldwell County Development Ordinance. Accompanying the preliminary plat, the Developer shall submit master water, wastewater, and drainage plans for the entire Property.
- p. The water system serving single family residential development within the Project shall be designed to provide, at a minimum, fire protection water flow of 1,500 gallons per minute for 30 minutes. Fire hydrants will be installed no farther than 500-foot hose lay length along all streets.
- q. All commercial and multi-family 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.

3. County Obligations

County agrees to permit development and construction of the Project in accordance the Caldwell County Development Ordinance in effect as of the Effective Date with the proposed variances contained in **Exhibit E**, and in accordance with the terms contained herein. Any other proposed or requested waiver or variance from the 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.** The 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 from the other party. Upon the passage of thirty (30) 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 or applicable law, 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.
- 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

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

To Developer: RFJO, LLC
Attn: Joe Stafford
3736 Bee Cave Rd., Suite 1-122
West Lake Hills, TX 78746

12. **Force Majeure.** Developer and the 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. Developer may assign (in whole or in part) this Agreement, and the rights and obligations of Developer hereunder, to a 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 real property records as may be required by applicable law. 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 the 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 the Developer, at the Developer's cost, in the Official Public Records of Caldwell County, Texas.
17. **Approvals.** Notwithstanding any approval by the County of any plans, plots, specifications or other matters related to the Project, the 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).

IN WITNESS THEREOF, the parties have executed this agreement on the ____ day of _____, 20____.

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 _____, A.D., 20____.

Name: _____
Notary Public

DEVELOPER:

By: _____
Title: _____

The State of Texas,
County of _____,

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 _____, A.D., 20 ____.

Name: _____
Notary Public

EXHIBIT A-1

Field Notes



EXHIBIT A-1

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**120.73 ACRES
THOMAS YATES LEAGUE, ABSTRACT-313
CALDWELL COUNTY, TEXAS**

DESCRIPTION OF 120.73 ACRES OF LAND, OUT OF THE THOMAS YATES LEAGUE, ABSTRACT-313, IN CALDWELL COUNTY, TEXAS, BEING ALL OF THAT 120.75 ACRES CONVEYED IN A SPECIAL WARRANTY DEED TO WALTON TEXAS, LP, A TEXAS LIMITED PARTNERSHIP, DATED AUGUST 9, 2012 AND RECORDED IN DOCUMENT NUMBER 123755, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS (OPRCCT); SAID 120.73 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found for the east corner of a called 1.00 acre tract conveyed in a Gift Warranty Deed to John A. Davila and Esmeralda Davila dated October 8, 2020 and recorded in Document No. 2020-005701, Official Public Records Caldwell County, Texas, same being the south corner of a called 9.585 acre tract (Labeled West Tract) conveyed in a General Warranty Deed dated December 1, 2021 to Mark C. alexander and Cheryle B. Alexander and recorded in Document No. 2021-008815, Official Public Records Caldwell County, Texas, and being on the northwest right-of-way line of Farm to Market Road 1984 (80' ROW)

THENCE North 48°35'23" East, with the southeast line of said 9.585 acre West Tract and the northwest right-of-way line of F.M. 1984, a distance of **655.92 feet** to a 1/2" rebar with "Chaparral" cap set on the northwest right of way line of said F.M. 1984, same being the east corner of a called 9.585 acre tract (Labeled East Tract) conveyed in a General Warranty Deed dated December 1, 2021 to Mark C. Alexander and Cheryle B. Alexander and recorded in Document No. 2021-008815, Official Public Records Caldwell County, Texas and being the **POINT OF BEGINNING** and the most easterly south corner of the tract described herein;

THENCE North 41°30'12" West, departing the northwest right-of-way line of said F.M. 1984, with the northeast line of said 9.585 acre East Tract and the southwest line of said 120.75 acre tract, a distance of **1298.71 feet** to a 1/2" rebar with "UDG 2433" cap found for the north corner of said 9.585 acre East Tract and being an interior ell corner on the south line of said 120.75 acre tract and the herein described tract;

THENCE South 48°31'29" West, with a southeast line of said 120.75 acre tract and the northwest line of said 9.585 acre East and West Tracts, passing at a distance of **655.88 feet** a 60D nail found in a fence corner post for the west corner of said 9.585 acre West Tract, same being the north corner of a called 1.002 acre tract conveyed in Gift Deed dated August 1, 2012 to Randy G. Rodgers Sr. and wife, Sylvia D. Rodgers and recorded in Document No. 124446, Official Public records of Real Property of Caldwell County, Texas, continuing a total distance of **1130.15 feet** to a calculated point for the west corner

of a called 1.003 acre tract conveyed in a Warranty Deed dated February 17, 2022 to Alesia Lozano and recorded in Document No. 2022-001310 of the Official Public Records of Caldwell County, Texas, same being the north corner of a called 13.02 acre tract conveyed in a Consent Agreement for Conveyance of Real Property Dated September 25, 2007 to Kristin M. Kocurek in Document No. 75998 of the Official Public records of Real Property of Caldwell County, Texas, same being the east corner of Lot 4, Katzer Acres, recorded in Cabinet B, Slide 77 of the Plat Records of Caldwell County, Texas, and being the most westerly south corner of said 120.75 acre tract and the tract described herein, from which a 1/2" rebar found bears **North 41°28'15" West**, a distance of **0.65 feet**;

THENCE North 41°27'16" West, with the northeast line of said Lot 4 and a southwest line of said 120.75 acre tract, a distance of **376.67 feet** to a 1/2" rebar found for the north corner of said Lot 4, and being an angle point on the southwest line of said 120.75 acre tract and the herein described tract,

THENCE North 41°05'48" West, with a southwest line of said 120.75 acre tract, a distance of **250.76 feet** to a 1/2" rebar found for the east corner of a called 7.288 acre tract conveyed in a General Warranty Deed dated January 14, 2022 to Joel Henry McCorquodale in Document No. 2022-000385, in the Official Public Records of Caldwell County, Texas, and being an angle point on the southwest line of said 120.75 acre tract and the herein described tract;

THENCE North 41°13'57" West, with the northeast line of said 7.288 acre tract and a southwest line of said 120.75 acre tract, a distance of **250.59 feet** to 1/2" rebar found for the north corner of said 7.288 acre tract, same being the east corner of a called 0.998 acre tract of land conveyed in a General Warranty deed dated June 11, 2018 to Mayra Loredó in Document No. 2018-003240, in the Official Public Records of Caldwell County, Texas and being an angle point on the southwest line of said 120.75 acre tract and the herein described tract;

THENCE North 41°05'04" West, with the northeast line of said 0.998 acre tract and a southwest line of said 120.75 acre tract, a distance of **386.41 feet** to a 1/2" rebar found for the north corner of said 0.998 acre tract, same being the east corner of a called 1.001 acre tract conveyed in a Warranty Deed with Vendor's Lien dated August 18, 2015 to Ralph S. Martinez in Document No. 2015-005999, in the Official Public Records of Caldwell County, Texas, and being an angle point on the southwest line of said 120.75 acre tract and the herein described tract;

THENCE North 40°56'12" West, with the northeast line of said 1.001 acre tract and a southwest line of said 120.75 acre tract, a distance of **222.64 feet** to a 6" fence corner post found for the north corner of said 1.001 acre tract, same being the east corner of a called 10.00 acre tract conveyed in a Special Warranty Deed dated August 13, 1982 to Tanya Kay Harkins in Volume 448, Page 427, in the Deed Records of Caldwell County, Texas, same being the most easterly south corner of a called 90.014 acre tract conveyed in a Deed dated June 1, 1981 to Kenneth R. Kent and wife, Eileen Kent in Volume 428, Page 79 in the Deed Records of Caldwell County, Texas, and being the west corner of said 120.75 acre tract and the herein described tract;

THENCE North 48°48'05" East, with the southeast line of said 90.014 acre tract and the northwest line of said 120.75 acres tract, a distance of **2437.61 feet** to a 1/2" rebar found for the east corner of said 90.014 acre tract, same being on the southwest line of Lot 9, Block "B", Koeglar Hills Subdivision, recorded in Cabinet A, Slide 50, in the Map Records of Caldwell County, Texas, and being the north corner of said 120.75 acre tract and the herein described tract;

THENCE South 42°00'23" East, with southwest line of said Koeglar Hills Subdivision and a northeast line said 120.75 acre tract, a distance of **895.19 feet** to a 1/2" rebar with "Chaparral" cap set on the southwest line of Lot 7, of said Koeglar Hills Subdivision and being an angle point on the northeast line of said 120.75 acre tract and the herein described tract;

THENCE South 41°15'27" East, continuing with the southwest line of said Koeglar Hills Subdivision and a north east line of said 120.75 acre tract, passing at a distance of **489.86 feet** a 1/2" rebar found for the south corner of Lot 5-A, same being the west corner of Lot 6-A, both in Block "B", of the Resubdivision of Lot 6, Block "B" of Koeglar Hills Subdivision, recorded in Cabinet A, Slide 150 of the Plat Records of Caldwell County, Texas, continuing a total distance of **1663.42 feet** to a 1/2" rebar with a "UDG 2433 cap found on the southwest line of Lot 3C, Block "B", Replat of Lots 3 and 4, Block "B", Koeglar Hills Subdivision, recorded in Cabinet B, Slide 19, in the Plat Records of Caldwell County, Texas, same being at an angle point on the northwest line of Koeglar Hills Cemetery as shown on said Replat of Lots 3 and 4, and being the east corner of said 120.75 acre tract and the tract described herein;

THENCE with the common line between said Koeglar Hills Cemetery and said 120.75 acre tract the following four (4) courses and distances:

1. **South 48°23'06" West**, a distance of **59.95 feet** to a 1/2" rebar with a "Chaparral" cap set for an exterior ell corner on the northwest line of said Cemetery, same being an interior ell corner on the southeast line of said 120.75 acre tract and the herein described tract;
2. **South 41°05'08" East**, a distance of **28.92 feet** to a 1/2" rebar with a UDG 2433 cap found for an interior ell corner on the northwest line of said Cemetery, same being an exterior ell corner on the southeast line of said 120.75 acre tract and the herein described tract;
3. **South 48°46'54" West**, a distance of **355.61 feet** to a 1/2" rebar with cap found (unreadable) for the west corner of said Cemetery, same being an interior ell corner on the southeast line of said 120.75 acre tract and the herein described tract;
4. **South 41°17'24 East**, a distance of **188.98 feet** to a Rebar with "Chaparral" cap set for the south corner of said Cemetery, same being on the northwest right-of-way of said F.M. 1984 and being an exterior ell corner on the southeast line of said 120.75 acre tract and the herein described tract, from which a 1/2" rebar found on the northwest Right-Of-way of said F.M. 1984 and being the east corner of Lot 2

and the south corner of Lot 1, both in Block "B", of said Koeglar Hills subdivision;

THENCE South 48°35'23" West, with the northwest right-of-way line of said F.M. 1984 and the southeast line of said 120.75 acre tract, a distance of **900.00 feet** to the **POINT OF BEGINNING** and containing 120.73 acre of land, more or less.

Surveyed on the ground on November 27, 2023.

Bearing Basis: Grid bearings of the Texas Coordinate System of 1983 (NAD_83) (2011), South Central Zone (4204), US Survey Feet, based on GPS solutions from the Local Real Time Network (RTN).

Attachments: Survey Drawing No. 1019-006-TI-R1.dwg

Marvin Dearbonne Jr.

Marvin Dearbonne Jr.

Registered Professional Land Surveyor

State of Texas No. 5697

TBPELS Firm No. 10124500

22DEC23

Date



EXHIBIT A-2

Survey Sketch

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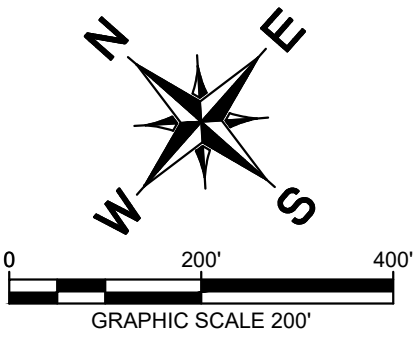
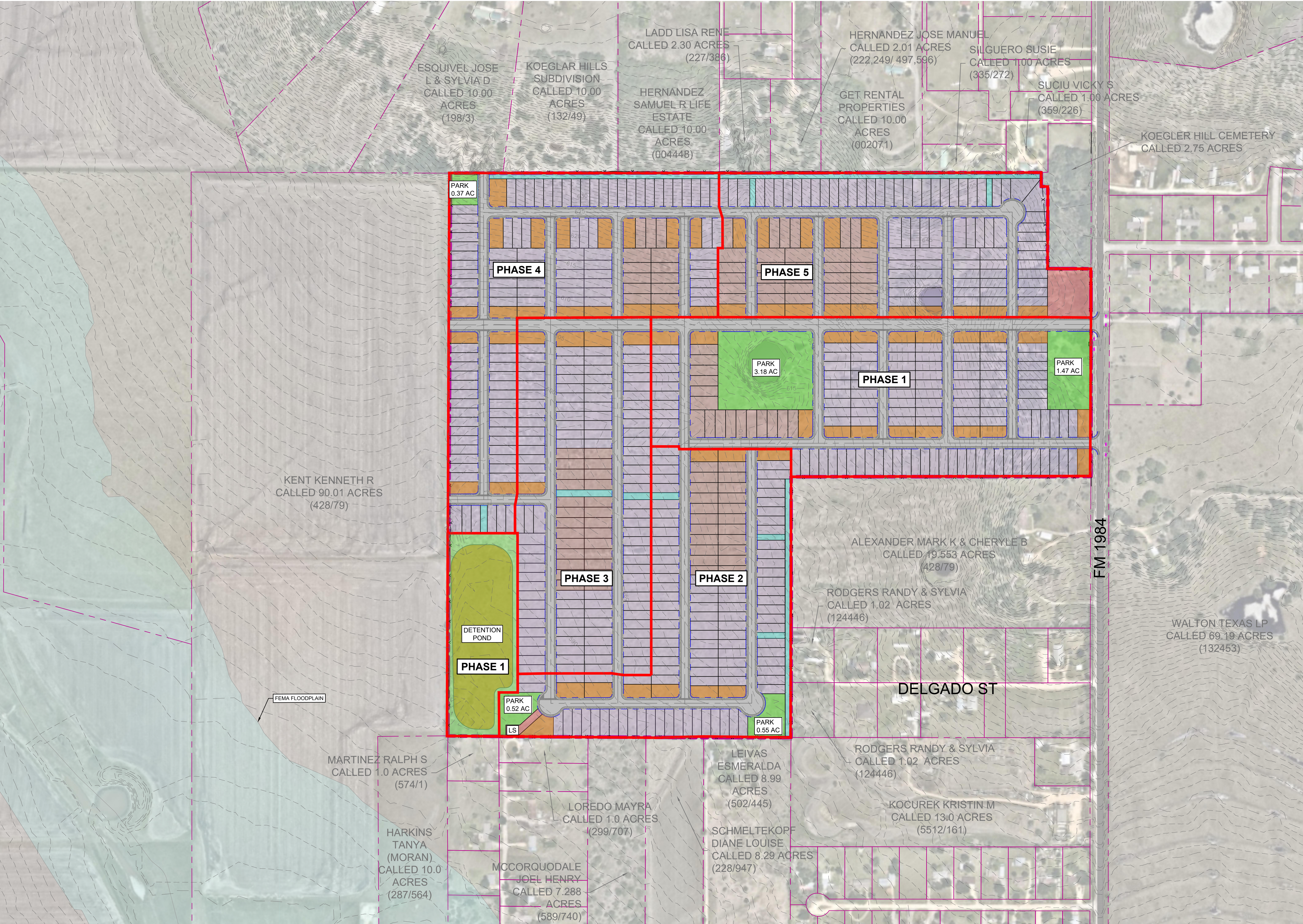
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EXHIBIT B

Concept Plan



LOT COUNT				
	40'	45'	50'	TOTAL
PHASE1	109	16	18	143
PHASE 2	101	20	10	131
PHASE 3	108	26	5	139
PHASE 4	108	13	20	141
PHASE 5	76	31	15	122
TOTAL	502	106	68	676

- PARKLAND (6.09 AC)
- OTHER
- 40' FRONTAGE LOTS
- 45' FRONTAGE LOTS
- 50' FRONTAGE LOTS
- DRAINAGE LOTS

SOUTHERN MEADOWS
LAND PLAN EXHIBIT
Caldwell County, Texas
November 24

Kimley»Horn
512-646-2243
Ben.Green@kimley-horn.com
5301 SOUTHWEST PARKWAY
BUILDING 2, SUITE 100
AUSTIN, TEXAS 78735
State of Texas Registration No. F-928
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

EXHIBIT C

Permitted non-residential uses

The following uses are allowed by-right:

1. Education facilities including private and public schools.
2. Churches.
3. Medical including doctors / dentists offices, minor emergency clinics, hospitals.
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. Bingo parlor.
12. Parking lot or garage (as incidental to other allowed uses)
13. Telecommunication center or agency for customer service, technical support, or telemarketing operations.
14. Light assembly/fabrication or custom handicraft manufacturing
15. Small engine repair.
16. Bar, tavern or lounge.
17. Cabinet or upholstery shop.
18. Hotel.
19. Retail stores, including sale of vehicle fuel and/or alcoholic beverages.
20. Parts, light equipment, and motor vehicle sales, rental, maintenance, and services. All repair activities shall be conducted within a fully enclosed building.
21. Eating establishments of any type, including on-premise consumption of alcoholic beverages.
22. Veterinary clinics. No outside stables or kennels.
23. Package sales of alcoholic beverages.
24. Commercial processing, printing, laboratory, and research facilities and centers. No pollutant emissions.
25. Commercial outdoor recreation, entertainment and amusement.
26. Warehousing for local sales and distribution.
27. Home improvement center with outside display and storage.
28. Self-storage warehouse facility.
29. Farm machinery and heavy equipment sales, service, rental and storage.
30. Veterinary hospitals and kennels.

31. Welding or machine shop.
32. Commercial outdoor recreation, entertainment and amusement.
33. Research and administrative facilities.
34. Sales, service and repair facilities
35. Light assembly/fabrication or custom handicraft manufacturing.
36. Restaurants and drive-in convenience stores which provide goods and services primarily within this project.
37. Amenity Centers intended for residents and guests
38. Data Center

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 (the “Development Agreement”) of even date herewith between the parties 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 or will be the owner of rights-of-way within the Project, as depicted on Exhibit B, 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 construction plans approved by the County Engineer 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. Licensors 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 Licensors 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 Licensors 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 Licensors issues its Certificate of Release pursuant to Paragraph 4 hereof.

7. Term. This agreement and the rights granted hereunder may be terminated by Licensors 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 Licensors 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 Licensors 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: _____

EXHIBIT E

Approved Variances

'Exhibit E'

Request For Variance

Ordinance #	Current Code	Proposed Variance																					
A.3.(B)	The minimum lot size for all lots in an Urban Subdivision is one quarter (1/4) acre. This minimum lot size does not apply to lots designated by plat note for landscaping, drainage detention, parks, open space, or other common community uses.	The minimum lot size for residential tracts shall be 1/10 acre.																					
A.3.(D)	Residential blocks in urban subdivisions shall not exceed thirteen hundred feet (1,300') in length unless such blocks are parallel to and adjacent to an arterial, in which case such blocks shall not exceed seventeen hundred fifty feet (1,750') in length.	Residential blocks in urban subdivisions shall not exceed sixteen hundred feet (1,600') in length unless such blocks are parallel to and adjacent to an arterial, in which case such blocks shall not exceed seventeen hundred fifty feet (1,750') in length.																					
A.3.(F)	<div>The minimum lot frontage and building set back along roadways in urban subdivisions shall be as follows:</div> <table><tr><th>Road Type</th><th>Minimum</th><th>Building</th></tr><tr><td></td><th>Lot Frontage</th><th>Set Backs</th></tr><tr><td>1.) Local Streets</td><td>70'</td><td>20'</td></tr><tr><td>2.) Minor Collectors</td><td>100'</td><td>25'</td></tr><tr><td>3.) Major Collectors</td><td>225'</td><td>30'</td></tr><tr><td>4.) Minor Arterials</td><td>300'</td><td>30'</td></tr><tr><td>5.) Major Arterials</td><td>375'</td><td>30'</td></tr></table>	Road Type	Minimum	Building		Lot Frontage	Set Backs	1.) Local Streets	70'	20'	2.) Minor Collectors	100'	25'	3.) Major Collectors	225'	30'	4.) Minor Arterials	300'	30'	5.) Major Arterials	375'	30'	The minimum lot frontage for Local streets shall be 40'.
Road Type	Minimum	Building																					
	Lot Frontage	Set Backs																					
1.) Local Streets	70'	20'																					
2.) Minor Collectors	100'	25'																					
3.) Major Collectors	225'	30'																					
4.) Minor Arterials	300'	30'																					
5.) Major Arterials	375'	30'																					
C.2.	<table><tr><td></td><td>Minimum Offset between Edges of Adjacent Driveways on the Same Side of Street</td></tr><tr><td>Local Street (Rural)</td><td>75'</td></tr><tr><td>Local Street (Curb/gutter)</td><td>25'</td></tr><tr><td>Collector Street</td><td>150'</td></tr><tr><td>Arterial Street</td><td>300'</td></tr></table>		Minimum Offset between Edges of Adjacent Driveways on the Same Side of Street	Local Street (Rural)	75'	Local Street (Curb/gutter)	25'	Collector Street	150'	Arterial Street	300'	The minimum offset between edges of adjacent driveways on the same side of street shall be 10' for Local streets with curb & gutter.											
	Minimum Offset between Edges of Adjacent Driveways on the Same Side of Street																						
Local Street (Rural)	75'																						
Local Street (Curb/gutter)	25'																						
Collector Street	150'																						
Arterial Street	300'																						
C.2.(6)	Driveways connecting to Local streets are to be located no closer to the corner of intersecting rights of way than 60 percent of parcel frontage or 50 feet, whichever is greater. Driveways connecting to all other street types are to be located no closer to the corner of intersecting rights-of-way than 60 percent of parcel frontage or 100 feet; whichever is greater.	Driveways connecting to Local streets are to be located no closer to the corner of intersecting rights of way than 25 feet. Driveways connecting to all other street types are to be located no closer to the corner of intersecting rights-of-way than 50 feet.																					

Assumptions:

Based on Caldwell County Development Ordinance Adopted March 24, 2020