



RESOLUTION 06-2025

A RESOLUTION OF THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS AUTHORIZING AND CREATING PRAIRIE LEA PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING A DISSOLUTION AGREEMENT; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Caldwell County, Texas (the "County") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on November 1, 2024, RODG DT Lockhart Prop Co LLC, a Texas limited liability company (the "Petitioner"), submitted and filed with the County Clerk of the County (the "County Clerk") pursuant to the Act a "Petition for the Creation of the Prairie Lea Public Improvement District within Caldwell County, Texas" (the "Petition") requesting the establishment of a public improvement district within the corporate limits of the County, covering approximately 346.047 acres described in the Petition, and is more particularly described by metes and bounds in Exhibit "A" (the "Property") each attached hereto and incorporated herein for all purposes, to be known as Prairie Lea Public Improvement District (the "District"); and

WHEREAS, Petitioner represents they constitute (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (ii) the record owners of real property liable for assessment under the proposal who (a) constitute fifty percent (50%) of all record owners of property that are liable for assessment under the proposal in the Petition; and

WHEREAS, the Act states that a Petition to create a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, Petitioner estimates the cost of the proposed public improvements is \$150,000,000.00 (including issuance and other financing costs) and that said cost will be recovered through an assessment against property in the District which

will result in each parcel paying its fair share of the costs of public improvements based on the special benefits received by the property; and

WHEREAS, the Commissioners Court of Caldwell County, Texas (the "Commissioners Court"), County staff and the consultants of the County have investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in an official newspaper of general circulation in the County and mailing notice of the hearing, all as required by and in conformity with the Act, on December 10, 2024, the Commissioners Court opened a public hearing on the advisability of the improvements and services and, after all persons having an interest in the creation of the District were given the opportunity to be heard, the Commissioners Court closed the public hearing; and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the Commissioners Court; and

WHEREAS, the Commissioners Court has determined that the approval of this Resolution is in the best interests of the County and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS THAT:

SECTION 1. The Commissioners Court hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. The Petition submitted to the County by the Petitioner was filed with the County Clerk and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the Commissioners Court, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and declares:

- (a) Advisability of the Authorized Improvements. It is advisable to create the District to provide the Authorized Improvements (as defined below) described in the Petition and this Resolution. The Authorized Improvements will promote the interests of the County and will confer a special benefit on the District.
- (b) General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District, in phases, may include, without limitation: (1) landscaping; (2) erection of fountains, distinctive lighting,

and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction, or improvement of libraries; (7) acquisition, construction or improvement of off-street parking facilities; (8) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (9) the establishment or improvement of parks; (10) projects similar to those listed in (1)-(9), above; (11) acquisition, by purchase or otherwise, of real property, right-of-way or easements in connection with an authorized improvement; (12) special supplemental and maintenance services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; [(1) through (12), collectively, the "Public Projects"]; and (13) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, costs of bond issuance, legal and financial fees, letter of credit fees and expenses, capitalization of bond interest, the creation of a bond reserve fund, funding debt service, and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (the "Administrative Expenses") (together with the Public Projects, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the County and confer a special benefit upon the Property within the District.

- (c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements is \$150,000,000.00 (including Administrative Expenses). The County will determine what amount or portion of the costs will be paid by assessment of the property owners within the District. Unless otherwise agreed upon by the County, the County will not be obligated to provide any funds to finance the proposed Authorized Improvements, other than from assessments levied on real property within the District. The developer of the Property (the "Developer") may be obligated for the costs of certain specified Authorized Improvements within the District. The County and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.
- (d) District Boundaries. The District is proposed to include approximately 346.047 acres of land in the County as more particularly described in Exhibit "A" attached hereto.
- (e) Proposed Method of Assessment. The County shall levy an assessment on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property

similarly benefited. Each assessment may be paid whole or in part at any time (including interest and principal) and certain assessments may be paid in annual installments (including interest and principal). If allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness incurred to pay the costs of those Authorized Improvements (including interest).

The assessment methodology will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.

- (f) Proposed Apportionment of Cost between the District and the County. Authorization and creation of the District will not obligate the County to provide any funds to finance the Authorized Improvements. No County property in the District shall be assessed and the County will pay none of the costs of the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on the property within the District and from other funds, if any, available to the District and the Developer. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.
- (g) Management of the District. The District shall be managed by the County. The County may contract with a consultant or third-party administrator, who shall carry out all or part of the responsibilities of managing the District, including the day-to-day management and administration of the District.
- (h) Advisory Body. The District shall be managed without the creation of an advisory body. The Commissioners Court reserves the right to appoint an advisory body in the future.

SECTION 4. Prairie Lea Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings as to the advisability of the Authorized Improvements contained in this Resolution, which authorization shall take effect on the date of adoption of this Resolution. The District shall be subject to the terms, conditions, limitations, and reservations contained in the findings of Section 3 of this Resolution. The Authorized Improvements described in the Petition and Section 3 of this Resolution are authorized to be made in accordance with the service and assessment plan for Prairie Lea Public Improvement District to be approved by Commissioners Court at a future meeting.

SECTION 5. The District can be terminated as provided by law or as provided in that certain "Agreement Regarding the Dissolution of the Prairie Lea Public Improvement District" dated December 10, 2024 (the "Dissolution Agreement") attached as Exhibit "B" hereto. The Dissolution Agreement is hereby authorized and approved in substantially

the form attached hereto, which is incorporated herein as part hereof for all purposes and the County Judge is authorized and directed to execute and deliver the Dissolution Agreement with such changes as may be required to carry out the purpose of this Resolution and as approved by the County Judge, such approval to be evidenced by the execution thereof. Subject to the last sentence of this Section 5, the power of the County to continue to levy and collect assessments within the District pursuant to the Act will cease and the District will be dissolved following the date that a petition requesting dissolution is filed with the County Clerk of Caldwell County and the petition contains signatures of at least the number of property owners in the District to make the petition sufficient for creation of a public improvement district as provided in Section 372.005(b) of the Act, and a public hearing has been held by the Commissioners Court as described in Section 372.011 of the Act, and as provided in the Dissolution Agreement. If the District is dissolved, the District shall remain in effect for the purpose of meeting obligations of indebtedness for the Authorized Improvements.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the Commissioners Court hereby declares it would have passed such remaining portions of the Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8. The County Clerk is directed to give notice of the authorization for the establishment of the District by recording this Resolution in the Official Public Records of Caldwell County, Texas on or before the seventh day after the passage of this Resolution.

SECTION 9. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

[Signature page follows]

PASSED AND APPROVED, THIS THE 10TH DAY OF DECEMBER, 2024.

COUNTY OF CALDWELL, TEXAS

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Rusty Horne
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Dyral Thomas
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Caldwell County,
Texas

(SEAL OF COMMISSIONERS COURT)

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Legal Description of the District

BEING a 346.047 acre tract of land situated in the JOHN HENRY SURVEY, ABSTRACT NO. 12, Caldwell County, Texas; being all of the remainder of a called 21.63 acre tract of land described as "Tract Two," all of a called 17.43 acre tract of land described as "Tract Three," all of a called 23 acre tract of land described as "Tract Four," all of a called 17 acre tract of land described as "Tract Five," and all of a called 12.50 acre tract of land described as "Tract Six," in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 297, Page 199 of the Official Public Records of Caldwell County, Texas, along with being all of a called 2.00 acre SAVE & EXCEPT tract described in Deed to Kenneth D. Zumwalt and wife, Jennifer D. Zumwalt, as recorded in Volume 215, Page 352 of the Official Public Records of Caldwell County, Texas, and being all of a called 4 acre tract of land described as "Tract Seven" in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 166, Page 888 of Official Public Records of Caldwell County, Texas, and being all of the 177.383 acres described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005331 of said Official Public Records, and all of the 71.040 acres as described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005329 of said Official Public Records; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the Northeast Right-of-Way line of State Highway 80, a variable width Right-of-Way, being the Southwest corner of a remainder of 28 acres as described in deed to Nancy Jackson in Instrument Number 2022-003883 of said Official Public Records, same being the Southernmost corner of said "Tract Three" and this herein described tract;

THENCE North 63°06'21" West, along the Southwest line of said 17.43 acre tract, the Southwest line of said 21.63 acre tract and said Right-of-Way line, a distance of 1260.34 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set at the West corner of said 21.63 acre tract, and being the most Southerly corner of a called 26.31 acre tract of land described in Deed to Robert Lawson Boothe, as recorded in Volume 552, Page 7 of said Official Public Records;

THENCE along the common line of said 21.63 acre tract the following four (4) bearings and distances:
North 48°24'15" East, a distance of 1092.44 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;

North 40°31'44" West, a distance of 636.19 feet to a 6 inch wood fence corner post found;

South 50°09'29" West, a distance of 387.75 feet to a 6 inch wood fence corner post found

North 32°18'30" West, a distance of 549.25 feet to a 1/2 inch iron rod with yellow cap "DATAPOINT#10194585" set on the Southeast line of a called 12.121 acre tract of land described in Deed to Prairie Lea Independent School District, as recorded in Volume 502, Page 203 of said Official Public Records, and being the West corner of said "Tract Seven" and this tract;

THENCE North 50°16'07" East, along the Northwest line of said Tract Seven, a distance of 309.22 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said 4 acre tract, the Northwest corner of said 17 acre tract, and being the Southeast corner of a called 13 acre tract of land (Parcel Two) described in Deed to Meneley Betty Life Estate, as recorded in Instrument No. 2018-006136 of said Official Public Records;

THENCE North 49°28'16" East, along the Northwest line of said 17 acre tract, a distance of 466.53 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Southeast line of a called 20 acre tract of land (Parcel Four) described said Instrument No. 2018-006136 the North corner of said 17 acre tract, same being the West corner of said 23 acre tract;

THENCE North 48°27'41" East, along the Northwest line of said 23 acre tract, a distance of 821.76 feet to a 1/2 inch iron rod found with yellow cap stamped "DATAPOINT#10194585" for the Southeast corner of a called 17 acre tract of land (Parcel Six) described in said Instrument No. 2018-006136, and being a Westerly corner of a called 177.383 acre tract of land described in Deed to Rodg DT Lockhart Prop Co., LLC, as recorded in Instrument No. 2022-005331 of said Official Public Records;

THENCE North 41° 32' 05" West, with the Northeast line of said 17 acre tract and a Southwest line of said 177.383 acre tract, a distance of 1,645.40 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called 119 acre tract of land (Parcel One) described in Deed to Meneley Betty Life Estate as recorded in Document No. 2018-006136 of said Official Public Records for the Northwest corner of said 17 acre tract;

THENCE North 48° 22' 55" East, with the Southeast line of said 119 acre tract, a distance of 1,032.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

THENCE North 41° 09' 05" West, with the Northeast line of said 119 acre tract, a distance of 1,566.40 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called .75 acre tract of land to Prairie Lea Hispanic Cemetery and for the Northeast corner of a called 4.6 acre tract of land known as the San Juan cemetery;

THENCE North 52° 40' 55" East, with the Southeast line of said Prairie Lea Hispanic cemetery, a distance of 102.90 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

THENCE North 41° 58' 05" West, with the Northeast line of said Prairie Lea Hispanic cemetery and a called 2.6 acre tract of land to Prairie Lea Public cemetery, a distance of 355.60 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for an angle point in the Northeast line of said Prairie Lea Public cemetery;

THENCE with said Prairie Lea Public cemetery the following three (3) courses and distances:

North 57° 52' 05" West, a distance of 12.60 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 19' 55" West, a distance of 89.10 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

North 44° 40' 05" West, a distance of 81.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner thereof and the South corner of a called 2.8 acre tract of land to Woodsman Of The World cemetery;

THENCE North 49° 13' 55" East, with the Southeast line of said Woodsman cemetery, a distance of 450.30 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the West corner thereof;

THENCE North 42° 01' 16" West, with the Northeast line of said Woodsman cemetery and a called 3.793 acre tract of land described in Deed to Prairie Masonic cemetery as recorded in Volume 451, Page 32 of the Real Property Records of said County, a distance of 604.33 feet to a 1/2 inch capped iron rod

found (illegible red cap) on the Southeast line of Callihan Road for the North corner thereof and being the most Northerly Northwest corner of said 177.383 acres;

THENCE North 47° 51' 56" East, with the Southeast line of said Callihan Road and the Northwest line of said 177.383 acres, a distance of 246.83 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner of a called 124.611 acre tract of land described as "Parcel One" in the deed to Grigio Partners, Ltd. as recorded in Volume 201, Page 577 of said Official Public Records and the Northeast corner of said 177.383 acres;

THENCE with the West line of said Parcel One and the East line of said 177.383 acres the following five (5) courses and distances:

South 41° 02' 42" East, a distance of 2,028.20 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 42° 06' 05" East, a distance of 2,230.30 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

North 48° 06' 55" East, a distance of 649.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 35° 38' 05" East, a distance of 115.00 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 41° 00' 17" East, a distance of 1,438.28 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 00° 18' 51" East, a distance of 20.71 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Southeast corner of said 177.383 acre tract and the North corner of 71.040 acres;

THENCE South 40° 28' 30" East, with the Northeast line of said 71.040 acre tract and continuing along the Southwest line of said Parcel One, a distance of 1,103.67 feet to a 3/8 inch iron rod found on the Northeast line of said Plant Road for the West corner of said 71.040 acres and the Southwest corner of said Parcel One;

THENCE with the Northwest line of said Plant Road and the Southeast line of said 71.040 acres the following four (4) courses and distances:

South 48° 07' 47" West, a distance of 464.00 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 48° 13' 31" West, a distance of 762.10 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 15' 28" West, a distance of 392.64 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 01' 02" West, a distance of 1,182.57 feet a 5/8 inch iron rod found on said Northwest Right-of-Way line for the Southeast corner of a called one-fourth of an acre described as Tract 1 "The Shannon Tract" as recorded in Volume 24, Page 835 of said Deed Records, Same being the South corner of said 71.040 acres;

THENCE North 40° 30' 12" West, with the Southwest line of said 71.040 acre tract, a distance of 1,095.52 feet to a Five Inch wood fence corner post found for the North corner of a called 2 acre tract described as Tract 111 McKinney Tract, also known as "The Home Place" in deed to Josephine Harris Roberts as recorded in said Volume 24, Page 835, and being on the Southeast line of said Tract Six;

THENCE South 48°56'26" West, along the common line of said "Tract 111 McKinney Tract" and said 12.50 acre tract, a distance of 97.87 feet to 1/2 inch iron rod with yellow cap stamped

"DATAPOINT#10194585" set for the North corner of said Tract Three, same being the Northwest corner of said "Tract 111 McKinney Tract";

THENCE South 40°26'11" East, along the common line of said 17.43 acre tract and said "Tract 111 McKinney Tract," a distance of 879.24 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Northwest line of a tract of land described as Tract 11 The Jones Tract in said Volume 24, Page 835, for the Southwest corner of said "Tract 111 McKinney Tract," same being the East corner of said 17.43 acre tract;

THENCE along the Southeast line of said 17.43 acre tract the following courses and distances:

South 48°44'22" West, a distance of 149.46 feet to a 5/8 inch iron rod found;

South 49°28'38" West, at 48.15 feet passing a 1 inch iron pipe found for the Northwest corner of a called 0.221 acre tract of land as described in deed to Jesus Garcia Sr. and wife Kristina Marie Jo White, and continuing for a total distance of 200.42 feet to a 5/8 inch iron rod found;

South 49°21'04" West, a distance of 305.47 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;

South 48°56'15" West, a distance of 95.67 feet to a 1/2 inch iron rod found;

South 49°20'15" West, a distance of 200.11 feet to a 1/2 inch iron rod found;

South 45°31'47" West, a distance of 145.17 feet to a 1/2 inch iron rod found for the East corner of a called remainder of a 28 acre tract of land described in Deed to Nancy Jackson, as recorded in Instrument No. 2022-003883 of said Official Public Records;

THENCE North 62°06'11" West, along the common line of said Jackson tract and said 17.43 acre tract, a distance of 112.57 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said Jackson tract;

THENCE South 44°55'49" West, continuing along the common line of said Jackson tract and said 17.43 acre tract, a distance of 239.48 feet to the POINT OF BEGINNING, containing 346.047 acre of land, more or less.

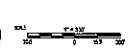


**PRELIMINARY
NOT FOR CONSTRUCTION**
THIS PLAN IS PRELIMINARY AND NOT FOR CONSTRUCTION.
NO PART OF THIS PLAN SHOULD BE USED FOR CONSTRUCTION.

**ViewPoint
Engineering**

FIRM NO. F-22355
viewpointengineering.com

2121 E 6th STREET, SUITE 203
AUSTIN, TEXAS 78702



LEGEND

PROPERTY BOUNDARY
ACROSS 346.047

PID EXHIBIT
THE GRISTMILL at PRAIRIE LEA
CALDWELL COUNTY, TEXAS
November 24

EXHIBIT "B"
DISSOLUTION AGREEMENT

THE STATE OF TEXAS §
COUNTY OF CALDWELL §

1. The Commissioners Court (the *Court*) of Caldwell County, Texas (the *County*), convened on 10th day of December, 2024 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Hoppy Haden	County Judge
B.J. Westmoreland	Commissioner, Precinct No. 1
Rusty Horne	Commissioner, Precinct No. 2
Edward Theriot	Commissioner, Precinct No. 3
Dyral Thomas	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

A RESOLUTION OF THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS AUTHORIZING AND CREATING PRAIRIE LEA PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING A DISSOLUTION AGREEMENT; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by _____ that the Resolution be passed and adopted. The motion was seconded by _____ and carried by the following vote:

_____ voted "For" _____ voted "Against" _____ "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 10th day of December, 2024.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Caldwell County, Texas

(SEAL OF COMMISSIONERS COURT)

**AGREEMENT REGARDING THE DISSOLUTION OF
THE PRAIRIE LEA
PUBLIC IMPROVEMENT DISTRICT**

This Agreement Regarding the Dissolution of the Prairie Lea Public Improvement District (the “Agreement”) is entered into on this 10th day of December, 2024 by RODG DT Lockhart Prop Co LLC, a Texas limited liability company (the “Petitioner”), and Caldwell County, Texas (the “County”), hereinafter sometimes referred to collectively as the “Parties.” Capitalized terms herein not otherwise defined shall have the meanings set forth in the Petition (as defined below).

RECITALS

Whereas, the Petitioner requested the County establish the Prairie Lea Public Improvement District (the “District”) in that certain Petition for the Creation of a Prairie Lea Public Improvement District located within Caldwell County, Texas, submitted by the Petitioner to the County on November 1, 2024, including any subsequent amendments thereto (the “Petition”); and

Whereas, on the same date that the parties entered into this Agreement, the County approved the formation of the District encompassing the Property described in **Exhibit A**, attached hereto and incorporated herein for all purposes, by Resolution ____-2025, as it may be amended from time to time (the “Resolution”); and

Whereas, the Parties desire to provide for the dissolution of the District if the first issuance of PID bonds or levy of assessments does not occur within two (2) years of the effective date of the creation of the District; and

Whereas, as determined by the current tax roll of the Caldwell County Appraisal District, the Petitioner constitutes (i) the owner of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the proposal and (ii) the record owner of real property liable for assessment who a) constitutes more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal or b) owns taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal, as evidenced by the ownership and encumbrance reports attached hereto as **Exhibit B** and incorporated herein for all purposes.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement for all purposes.
2. The Petitioner agrees that this Agreement constitutes the Petitioner’s petition to dissolve the District under Section 372.011, Texas Local Government Code, as amended.
3. The County agrees that it shall call a public hearing and take any action required by law to dissolve the District, if the first issuance of PID bonds or levy of assessments does not occur within two (2) years of the effective date of the creation of the District (the “Authorization”). The Petitioner will not oppose the County’s dissolution of the District undertaken in accordance with

this Agreement and will cooperate with the County to cause the District to be dissolved.

4. The Authorization shall terminate and expire upon the first issuance of PID bonds or levy of assessments.
5. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns. Petitioner shall cause any person or entity to whom Petitioner transfers the Property or any portion thereof (the “Subsequent Owner”) to execute a document containing language substantially similar to that set forth in paragraphs 2 and 3 granting the County the authorization to dissolve the District as provided in paragraph 3. Petitioner shall provide the County with a copy of said document within three (3) business days of signing.
6. This Agreement may be amended only by a written instrument executed by all the parties. Upon satisfaction of one of the conditions set forth in paragraph 3, the County will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Caldwell County, Texas.
7. If the conditions set forth in paragraph 3 are met, but substantial progress has been made towards the first issuance of PID bonds or levy of assessments, then the County, in its sole and absolute discretion, may choose to set the Authorization aside and permit the District to remain in existence for a period of up to six (6) months (an “Extension Period”) to allow the first issuance of PID bonds or levy of assessments to occur. If, after the expiration of an Extension Period, additional progress has been made towards the issuance of PID bonds or levy of assessments, then the County may choose to permit one or more additional Extension Periods. If substantial progress has not been made at the expiration of an Extension Period, then the County may choose to take up the Authorization and dissolve the District, in its sole and absolute discretion.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws, provisions, and venue shall lie in Caldwell County, Texas.
9. It is acknowledged and agreed by the parties that time is of the essence in the performance of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

COUNTY:

Caldwell County, Texas

Attest:

By: _____
Name: Teresa Rodriguez
Title: County Clerk

By: _____
Name: Hoppy Haden
Title: County Judge

THE STATE OF TEXAS §
COUNTY OF CALDWELL §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Teresa Rodriguez and Hoppy Haden, County Clerk and County Judge, respectively, of Caldwell County, Texas.

(SEAL)

Notary Public, State of Texas

PETITIONER:

RODG DT Lockhart Prop Co LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____, Manager of RODG DT Lockhart Prop Co LLC, a Texas limited liability company, on behalf
of said entities.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Caldwell County, Texas
Attn: County Judge
110 South Main Street
Lockhart, Texas 78644

Exhibit A
(Creation Resolution)

Exhibit B
(Evidence of Standing)



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFER AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

DATE:

10/11/24

GRANTOR:

KENNETH D. ZUMWALT AND JENNIFER D. ZUMWALT

GRANTEE:

RODG DT GRISTMILL PROPCO HORIZONTAL 1, LLC

Address: 2121 E. Lem St. Austin TX 78702

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, including a Note of the same date in the principal amount of **TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 Dollars (\$2,800,000.00)** (the "note") and is executed by Grantee, payable to the order of **KENNETH D. ZUMWALT AND JENNIFER D. ZUMWALT**, The Note is secured by a first and superior Vendor's Lien and the Superior Title herein retained in favor of Grantor as Lender in this Deed and by a Deed of Trust of even date from **Grantees to Lucinda Doyle, as Trustee**, reference to said Promissory Note and Deed of Trust being hereby made for all purposes. and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note (Note 2) in the principal of **SIX HUNDRED THOUSAND AND NO/100 Dollars (\$600,000.00)** of even date herewith, payable to the order of **PSC CAPITAL, LLC**, hereinafter called "Subordinate Mortgagee", bearing interest at the rate therein provided; said Note 2 containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior title retained herein in favor of said Subordinate Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to **Amy Arndt, Ballard Spahr Law Firm, LLP**, as **TRUSTEE**, Grantor has **GRANTED, SOLD AND CONEYED**, and by these presents does **GRANT, SELL AND CONVEY**, unto said Grantee, the following described property located in Hays County, Texas, to-wit: Grantor has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY**, unto Grantee the following described Real Property, to wit:

THE FOLLOWING PROPERTY OWNED BY GRANTOR (including any improvements):

Tract 1:

Being 2.00 acres of land, more or less, out of the John Henry League, Abstract No. 12, Caldwell County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

Tract 2:

BEING a 97.624 acres tract of land, more or less, situated in the JOHN HENRY SURVEY, ABSTRACT NO. 12, Caldwell County, Texas; being all of the remainder of a called 21.63 acre tract of land described as "Tract Two," all of a called 17.43 acre tract of land described as "Tract Three," all of a called 23 acre tract of land described as "Tract Four," all of a called 17 acre tract of land described as "Tract Five," and all of a called 12.50 acre tract of land described as "Tract Six," in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 297, Page 199 of the Official Public Records of Caldwell County, Texas, along with being all of a called 2.00 acre save and except tract described in Deed to Kenneth D. Zumwalt and wife, Jennifer D. Zumwalt, as recorded in Volume 215, Page 352 of the Official Public Records of Caldwell County, Texas, and being all of a called 4 acre tract of land described as "Tract Seven" in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 166, Page 888 of Official Public Records of Caldwell County, Texas. Said 97.624 acre tract being more particularly described by metes and bounds as set out in Exhibit "A", attached hereto and made a part hereof **SAVE AND EXCEPT** that 2.00 acre tract conveyed in Volume 215, Page 352, Official Public Records, Caldwell County, Texas.

Together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof (hereinafter referred to as the "Property").

RESERVATIONS FROM CONVEYANCE: The first and superior vendor's lien and superior title to secure payment of the Note in favor of Lender in said Note against the above described Property, premises and improvements until said Note, and all interest thereon is fully paid according to the fact and tenor, effect and reading thereof, when this Deed shall be become absolute.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Liens described herein as part of the Consideration and any other liens described in this deed as being either assumed or to which title is taken subject to; validly existing easements, rights of way which are recorded and of record; and taxes for the current year and subsequent years, which Grantee assumes and agrees to pay and subsequent assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.


Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators,

successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

The First and Superior Vendor's Lien against and superior title to the Property are retained for the benefit of the Lender.

When this Deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors, administrators" or "heirs and assigns" shall be construed to mean "Successors and Assigns".

Dated as first written above.

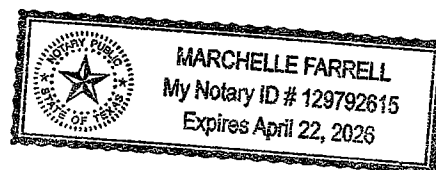

KENNETH D. ZUMWALT


JENNIFER D. ZUMWALT

THE STATE OF TEXAS
COUNTY OF Ways

This instrument was acknowledged before me on 10/11, 2024
By KENNETH D. ZUMWALT AND JENNIFER D. ZUMWALT


Notary Public, State of TEXAS



Tract 1

EXHIBIT "A"

ALL THAT CERTAIN 2.00 ACRE TRACT OR PARCEL OF LAND LYING AND SITUATED IN CALDWELL COUNTY, TEXAS, IN THE JOHN HENRY LEAGUE A-12, AND PART OF THAT CERTAIN 21.63 ACRE TRACT DESCRIBED AS TRACT 1 IN A WARRANTY DEED FROM HARRY S. MCKINNEY TO FRANK C. OTTO DATED 2-24-84 AND RECORDED IN VOLUME 471, PAGE 656, DEED RECORDS OF CALDWELL COUNTY, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 3/8 INCH REBAR FOUND ON THE NE LINE OF HIGHWAY 80 FOR THE WEST CORNER OF SAID 21.63 ACRE OTTO TRACT;

THENCE, S 62° 23' E 331.1 FEET ALONG SAID NE R. O. W. LINE OF HIGHWAY 80 TO A 5 INCH STEEL PIPE GATE POST;

THENCE, N 29° 22' E 312.8 FEET TO A 3/8 INCH REBAR SET FOR THE BEGINNING POINT OF THIS 2.00 ACRE TRACT;

THENCE, N 30° 51' E 295.16 FEET TO A 1/2 INCH REBAR SET FOR THE NORTH CORNER OF THIS;

THENCE, S 59° 09' E 295.16 FEET TO A 3/8 INCH REBAR SET FOR THE EAST CORNER OF THIS;

THENCE, 30° 51' W 295.16 FEET TO A 3/8 INCH REBAR SET FOR THE SOUTH CORNER OF THIS;

THENCE, N 59° 09' W 295.16 FEET TO THE POINT OF BEGINNING AND THE WEST CORNER OF THIS TRACT CONTAINING 2.00 ACRES OF LAND.

ALONG WITH A 30 FOOT WIDE ROAD EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 15 FEET S 62° 23' E FROM SAID 5 INCH STEEL PIPE GATE POST AND 346.1 FEET S 62° 23' E FROM THE WEST CORNER OF SAID 21.63 ACRE OTTO TRACT ON THE NE R.O.W. LINE OF HIGHWAY 80;

THENCE, ALONG A CENTER LINE, 15 FEET EITHER SIDE, N 29° 22' E 312.8 FEET TO THE INTERSECT OF THE SW LINE OF SAID 2.00 ACRE TRACT.

Tract 2

LEGAL DESCRIPTION

BEING a 97.624 acres tract of land situated in the JOHN HENRY SURVEY, ABSTRACT NO. 12, Caldwell County, Texas; being all of the remainder of a called 21.63 acre tract of land described as "Tract Two," all of a called 17.43 acre tract of land described as "Tract Three," all of a called 23 acre tract of land described as "Tract Four," all of a called 17 acre tract of land described as "Tract Five," and all of a called 12.50 acre tract of land described as "Tract Six," in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 297, Page 199 of the Official Public Records of Caldwell County, Texas, along with being all of a called 2.00 acre SAVE & EXCEPT tract described in Deed to Kenneth D. Zumwalt and wife, Jennifer D. Zumwalt, as recorded in Volume 215, Page 352 of the Official Public Records of Caldwell County, Texas, and being all of a called 4 acre tract of land described as "Tract Seven" in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 166, Page 888 of Official Public Records of Caldwell County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the Northeast Right-of-Way line of State Highway 80, a variable width Right-of-Way, being the Southwest corner of a remainder of 28 acres as described in deed to Nancy Jackson in Instrument Number 2022-003883 of said Official Public Records, same being the Southernmost corner of said "Tract Three" and this herein described tract;

THENCE North 63°06'21" West, along the Southwest line of said 17.43 acre tract, the Southwest line of said 21.63 acre tract and said Right-of-Way line, a distance of **1260.34 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set at the West corner of said 21.63 acre tract, and being the most Southerly corner of a called 26.31 acre tract of land described in Deed to Robert Lawson Boothe, as recorded in Volume 552, Page 7 of said Official Public Records;

THENCE along the common line of said 21.63 acre tract the following four (4) bearings and distances:

North 48°24'15" East, a distance of **1092.44 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;

North 40°31'44" West, a distance of **636.19 feet** to a 6 inch wood fence corner post found;

South 50°09'29" West, a distance of **387.75 feet** to a 6 inch wood fence corner post found

North 32°18'30" West, a distance of **549.25 feet** to a 1/2 inch iron rod with yellow cap "DATAPOINT#10194585" set on the Southeast line of a called 12.121 acre tract of land described in Deed to Prairie Lea Independent School District, as recorded in Volume 502, Page 203 of said Official Public Records, and being the West corner of said "Tract Seven" and this tract;

THENCE North 50°16'07" East, along the Northwest line of said Tract Seven, a distance of **309.22 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said 4 acre tract, the Northwest corner of said 17 acre tract, and being the Southeast corner of a called 13 acre tract of land (Parcel Two) described in Deed to Meneley Betty Life Estate, as recorded in Instrument No. 2018-006136 of said Official Public Records;

THENCE North 49°28'16" East, along the Northwest line of said 17 acre tract, a distance of **466.53 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Southeast line of a called 20 acre tract of land (Parcel Four) described said Instrument No. 2018-006136 the North corner of said 17 acre tract, same being the West corner of said 23 acre tract;

THENCE North 48°27'41" East, along the Northwest line of said 23 acre tract, a distance of **821.76 feet** to a 1/2 inch iron rod found with yellow cap stamped "DATAPOINT#10194585" for the Southeast corner of a called 17 acre tract of land (Parcel Six) described in said Instrument No. 2018-006136, and being a Westerly corner of a called 177.383 acre tract of land described in Deed to Rodg DT Lockhart Prop Co., LLC, as recorded in Instrument No. 2022-005331 of said Official Public Records;

THENCE North 49°33'55" East, along the common line of said 23 acre tract and said 177.383 acre tract, a distance of **203.30 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set at an ell corner of said 177.383 acre tract for the North corner of said 23 acre tract and this herein described tract;

THENCE South 42°06'05" East, continuing along the common line of said 177.383 acre tract, said 23 acre tract and said 12.50 acre tract, a distance of **1559.63 feet** to a 1/2 inch iron rod found with yellow cap stamped "DATAPOINT#10194585" on the Northwest line of a called 71.040 acre tract of land described in Deed to Rodg DT Lockhart Prop Co., LLC, as recorded in Instrument No. 2022-005329 of said Official Public Records, for the East corner of said 12.50 acre tract, at the South corner of said 177.383 acre tract;

THENCE South 48°31'19" West, along the common line of said 12.50 acre tract and said 71.040 acre tract, a distance of **667.39 feet** to a 5 inch wood fence corner post for the Northwest corner of said 71.040 acres and being the North corner of a called 2 acre tract of land described as "Tract 111 McKinney Tract" also known as the Home Place as reference in deed to Josephine Harris Roberts, as recorded in Volume 24, Page 835 of the Deed Records of Caldwell County, Texas,;

THENCE South 48°56'26" West, along the common line of said "Tract 111 McKinney Tract" and said 12.50 acre tract, a distance of **97.87 feet** to 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said Tract Three, same being the Northwest corner of said "Tract 111 McKinney Tract";

THENCE South 40°26'11" East, along the common line of said 17.43 acre tract and said "Tract 111 McKinney Tract," a distance of **879.24 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Northwest line of a tract of land described as Tract 11 The Jones Tract in said Volume 24, Page 835, for the Southwest corner of said "Tract 111 McKinney Tract," same being the East corner of said 17.43 acre tract;

THENCE along the Southeast line of said 17.43 acre tract the following courses and distances:

South 48°44'22" West, a distance of **149.46 feet** to a 5/8 inch iron rod found;

South 49°28'38" West, at 48.15 feet passing a 1 inch iron pipe found for the Northwest corner of a called 0.221 acre tract of land as described in deed to Jesus Garcia Sr. and wife Kristina Marie Jo White, and continuing for a total distance of **200.42 feet** to a 5/8 inch iron rod found;

South 49°21'04" West, a distance of **305.47 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;

South 48°56'15" West, a distance of **95.67 feet** to a 1/2 inch iron rod found;

South 49°20'15" West, a distance of **200.11 feet** to a 1/2 inch iron rod found;

South 45°31'47" West, a distance of **145.17 feet** to a 1/2 inch iron rod found for the East corner of a called remainder of a 28 acre tract of land described in Deed to Nancy Jackson, as recorded in Instrument No. 2022-003883 of said Official Public Records;

THENCE North 62°06'11" West, along the common line of said Jackson tract and said 17.43 acre tract, a distance of **112.57 feet** to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said Jackson tract;

THENCE South 44°55'49" West, continuing along the common line of said Jackson tract and said 17.43 acre tract, a distance of **239.48 feet** to the POINT OF BEGINNING, containing **97.624 acres** of land, more or less.

FILED AND RECORDED

Instrument Number: 2024-008677 WARRANTY DEED

Filing and Recording Date: 11/01/2024 02:55:22 PM Pages: 7 Recording Fee: \$45.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.



5900 Shepherd Mountain Cove
Building 2, Suite 200
Austin, TX 78730
(512) 454-4500
www.independencetitle.com

OWNERSHIP & ENCUMBRANCE REPORT

INVOICE NO. 20240671

(THIS IS NOT TITLE INSURANCE COVERAGE)

Independence Title has made a search of the record of the County Clerk of Caldwell County, Texas, as to the following described property:

BEING a 71.040 acre Tract of land, more or less, situated in the John Henry Survey, Abstract No. 12 Caldwell County, Texas and being all of a called 29.95 acre tract of land described in a Deed to Kenneth Don Jenkins as recorded in Volume 371, Page 701 of the Deed Records of Caldwell County, Texas, also being all of a called 31.04 acre tract of land described in a deed to the Veterans' Land Board of the State of Texas as recorded in Volume 371, Page 693 of the Official Public Records, Caldwell County, Texas, SAVE AND EXCEPT 5.00 acres as recorded in Deed to Russell Jenkins as Recorded in Volume 117, Pg. 871 of said Official Public Records, and also being all of the called 5.00 acre tract of land described in Deed to Russell Jenkins as recorded in Volume 533, Page 758 of the Real Property Records of said County, and being all of a called 10.03 acre tract of land described in Deed to Olen Russell Jenkins as recorded in Volume 510, Page 307 of said Official Public Records; said 71.040 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

1. The last recorded document purporting to transfer title to the land described herein shows the following:

Purported owner(s):

RODG DT LOCKHART PROP CO., LLC, a Texas Limited Liability

2. The following Monetary lien(s) and applicable recorded items, if any, affecting the subject property:

Deed of Trust to secure a Note:

Recorded: Document No. 2022-005332, Official Public Records, Caldwell County, Texas

Grantor: RODG DT Lockhart PropCo LLC, a Texas limited liability company
Trustee: Tolesoaz Corp. d/b/a Total Lender Solutions
Beneficiary: DLP Lending Fund, LLC, a Delaware limited liability company
Amount: \$7,610,844.00
Dated: June 30, 2022
(DT covers 71.040 acre tract and additional property)

3. The following Involuntary lien(s) and applicable recorded items, if any, affecting parties with similar or like names as the purported owners: (Where no outstanding liens appear of record, state that the item is deleted.)

This section is hereby deleted; no liens found of record.

The records were checked to the certification date of **August 4, 2024** and executed this day of **August 9, 2024**.

WITNESS the signature of **Independence Title Company** at its office in the City of Austin, Travis County, Texas.



Deanna Blalock/Customer Service Representative

*This report is issued with the express understanding, evidenced by the acceptance of same, that **Independence Title** does not undertake herein to give or express any opinion as to the validity of the title to the property above described, nor as to the validity of any of the instruments reported on herein, including the purported deed(s) establishing the record owner(s) in Item 1 above; but is simply reporting briefly herein as to certain instruments found of record pertaining to said property. It is expressly understood and agreed that this report is neither a guaranty nor warranty of title. By acceptance of this report, it is understood and agreed that the liability of **Independence Title** is expressly limited to the consideration paid for same. Our search has been limited to the above matters and the above time period; and we have not searched for, nor have reflected herein, any other instruments which may affect title to the subject property. In addition, the information reflected on this report may not be reproduced or regenerated for the purpose of distribution to any party(s) other than those reflected herein. In addition, this report is intended for the sole benefit of the party named herein and may not be re-distributed.*

EXHIBIT "A"

BEING a 71.040 acre Tract of land situated in the John Henry Survey, Abstract No. 12 Caldwell County, Texas and being all of a called 29.95 acre tract of land described in a Deed to Kenneth Don Jenkins as recorded in Volume 371, Page 701 of the Deed Records of Caldwell County, Texas, also being all of a called 31.04 acre tract of land described in a deed to the Veterans' Land Board of the State of Texas as recorded in Volume 371, Page 693 of the Official Public Records, Caldwell County, Texas, SAVE and EXCEPT 5.00 acres as recorded in Deed to Russell Jenkins as Recorded in Volume 117, Pg. 871 of said Official Public Records, and also being all of the called 5.00 acre tract of land described in Deed to Russell Jenkins as recorded in Volume 533, Page 758 of the Real Property Records of said County, and being all of a called 10.03 acre tract of land described in Deed to Olen Russell Jenkins as recorded in Volume 510, Page 307 of said Official Public Records; and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch Iron Rod found in the West line of Plant Road for the South corner of said 29.95 acre tract and being the Northeast corner of a called 20.3 acre tract of land (Tract 2) described in Deed to Tom H. McKinney and Judy Marie Bown as recorded in Document No. 2015-003365 of said Official Public Records.

THENCE North 40 Degrees 30 Minutes 12 Seconds West, with the Southwest line of said 29.95 acre tract of land and the North east line of a called 12.4 acre tract of land described in Deed to Tom H. McKinney estate of John Bradley McKinney as recorded in Document No. 2015-003365 of said Official Public Records and a called 17.43 acre tract of land (Tract Three) as described in Deed to Franklin Duane Otto & Carol Oto, and Kenneth Zumwalt & Jennifer Zumwalt as recorded in Volume 297, Page 199 of said Official Public Records, a distance of 1,095.52 feet to a 5 inch wood fence corner post found in the South line of a called 12.50 acre tract of land (Tract Six) described in Deed to Franklin Duane Otto & Carol Oto, and Kenneth Zumwalt & Jennifer Zumwalt as Recorded in Volume 297, Page 199 of said Official Public Records for the West corner of said 29.95 acre tract;

THENCE North 48 Degrees 31 Minutes 19 Seconds East, with the Southeast line of said 12.50 acre tract and the Northwest line of said 29.95 acre tract, at a distance of 667.39 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set on the North line of said 29.95 acre tract for the Northeast corner of said 12.50 acre tract and the South corner of said 177.42 acre tract, continuing a total distance of 2,801.90 feet to a 1/2 inch iron rod capped (DATAPOINT#10194585) set on the Southwest line of a called 124.611 acres tract described in a deed to Grigio Partners, LTD as recorded in Volume 20, Page 577, of said Official Public Records, for a Southeast corner of said 177.42 acres, same being the Northeast corner of said 31.04 acres tract and this tract;

THENCE South 40 Degrees 28 Minutes 30 Seconds East, with the Northeast line of said 31.04 acre tract and a called 5.000 acre tract of land described in Deed to Russell Jenkins as recorded in Volume 533, Page 758 of said Real Property Records, a distance of 1,103.67 feet to a 3/8 inch iron rod found in the Northeast line of said Plant Road for the West corner of said 5.000 acre tract and the Southwest corner of said 124.611 acre tract;

THENCE South 48 Degrees 07 Minutes 47 Seconds West, with the Northwest line of said Plant Road and the Southeast line of said 5.000 acre tract, a distance of 464.00 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for the South corner thereof and the most Southerly West corner of said 31.04 acre tract;

THENCE South 48 Degrees 13 Minutes 31 Seconds West, with the Northwest line of said Plant Road and the Southeast line of said 31.04 acre tract, a distance of 762.10 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for the South corner of said 31.04 acre tract and the East corner of said 10.03 acre tract;

THENCE South 49 Degrees 15 Minutes 28 Seconds West, with the Northwest line of said Plant Road and the Southeast line of said 10.03 acre tract, a distance of 392.64 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for the South corner thereof and the West corner of said 29.95 acre tract;

THENCE South 49 Degrees 01 Minutes 02 Seconds West, with the Northwest line of said Plant Road and the Southeast line of said 29.95 acre tract, a distance of 1,182.57 feet to the **POINT OF BEGINNING**, containing 71.040 acres of land and/or 3,094,486 Square Feet of land, more or less.



5900 Shepherd Mountain Cove
Building 2, Suite 200
Austin, TX 78730
(512) 454-4500
www.independencetitle.com

OWNERSHIP & ENCUMBRANCE REPORT

INVOICE NO. 20240672

(THIS IS NOT TITLE INSURANCE COVERAGE)

Independence Title has made a search of the record of the County Clerk of **Caldwell** County, Texas, as to the following described property:

BEING a 177.383 acre tract of land situated in the John Henry Survey, Abstract No. 12, Caldwell County, Texas and being all of a called 177.42 acre tract of land described in Deed to Stephen Ross Jennings as recorded in Document No. 134827 of the Official Public Records, Caldwell County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

1. The last recorded document purporting to transfer title to the land described herein shows the following:

Purported owner(s):

RODG DT LOCKHART PROP CO., LLC, a Texas Limited Liability Company

2. The following Monetary lien(s) and applicable recorded items, if any, affecting the subject property:

Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement:

Recorded:	Document No. 2022-005332, Official Public Records, Caldwell County, Texas
Grantor:	RODG DT Lockhart PropCo LLC, a Texas limited liability company
Trustee:	Tolesoaz Corp. d/b/a Total Lender Solutions
Beneficiary:	DLP Lending Fund, LLC, a Delaware limited liability company
Amount:	\$7,610,884.00

3. The following Involuntary lien(s) and applicable recorded items, if any,

affecting parties with similar or like names as the purported owners: (Where no outstanding liens appear of record, state that the item is deleted.)

This section is hereby deleted; no liens found of record.

The records were checked from July 07, 2022 to the certification date of July 31, 2024 and executed this day of August 09, 2024.

WITNESS the signature of **Independence Title** at its office in the City of San Antonio, Bexar County, Texas.



Christina Barrientes, Customer Service Representative

*This report is issued with the express understanding, evidenced by the acceptance of same, that **Independence Title** does not undertake herein to give or express any opinion as to the validity of the title to the property above described, nor as to the validity of any of the instruments reported on herein, including the purported deed(s) establishing the record owner(s) in Item 1 above; but is simply reporting briefly herein as to certain instruments found of record pertaining to said property. It is expressly understood and agreed that this report is neither a guaranty nor warranty of title. By acceptance of this report, it is understood and agreed that the liability of **Independence Title** is expressly limited to the consideration paid for same. Our search has been limited to the above matters and the above time period; and we have not searched for, nor have reflected herein, any other instruments which may affect title to the subject property. In addition, the information reflected on this report may not be reproduced or regenerated for the purpose of distribution to any party(s) other than those reflected herein. In addition, this report is intended for the sole benefit of the party named herein and may not be re-distributed.*

EXHIBIT "A"

BEING a 177.383 acre Tract of land situated in the John Henry Survey, Abstract No. 12 Caldwell County, Texas and being all of a called 177.42 acre tract of land described in Deed to Stephen Ross Jennings as recorded in Document No. 134827 of the Official Public Records, Caldwell County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod capped DATAPOINT#10194585 set on the Southeast Right-of-Way line of Callihan Road, a 50 foot Right-of-Way, for the Northwest corner of a called 124.611 acres tract of land as described as Parcel One in a deed to Grigio Partners, LTD as recorded in Volume 20, Page 577 of said Official Public Records, same being the Northeast corner of said 177.42 acre tract and this tract;

THENCE with the West line of said 124.611 acre tract and the East line of said 177.42 acre tract the following five (5) courses and distances:

South 41 Degrees 02 Minutes 42 Seconds East, a distance of 2,028.20 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set;

South 42 Degrees 06 Minutes 05 Seconds East, a distance of 2,230.30 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set;

North 48 Degrees 06 Minutes 55 Seconds East, a distance of 649.50 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set;

South 35 Degrees 38 Minutes 05 Seconds East, a distance of 115.00 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set;

South 41 Degrees 00 Minutes 17 Seconds East, a distance of 1,438.28 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set;

South 00 Degrees 18 Minutes 51 Seconds East, a distance of 20.71 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for the Southeast corner of said 177.42 acre tract and the North corner of called 31.04 acre tract of land recorded in Deed to Olen Russell Jenkins as recorded in Volume 117, Page 872 and being described in Volume 371, Page 693 of said Official Public Records;

THENCE South 48 Degrees 31 Minutes 19 Seconds West, along the South line of this tract and said 177.42 acres, a distance of 2,134.51 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 set on the North line of a called 29.95 acre tract of land as described in a deed to Kenneth Don Jenkins as recorded in Volume 371, Page 701 of said Deed Records, for the Southeast corner of a called 12.50 acre tract of land (Tract Six) described in Deed to Franklin Duane Otto & Carol Oto, and Kenneth Zumwalt & Jennifer Zumwalt as Recorded in Volume 297, Page 199 of said Official Public Records, same being the Southwest corner of said 177.42 acres and this tract;

THENCE North 42 Degrees 06 Minutes 05 Seconds West, with the Northeast line of said 12.50 acre tract and a called 23 acre tract of land (Tract Four) described in Deed to Franklin Duane Otto & Carol Otto, and Kenneth Zumwalt & Jennifer Zumwalt as recorded in Volume 297, Page 199 of said Official Public Records and a Southwest line of said 177.42 acre tract, a distance of 1559.63 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set in a Southwest line thereof for the Northwest corner of said 23 acre tract and a re-entrant corner of said 177.42 acre tract;

THENCE South 49 Degrees 33 Minutes 55 Seconds West, with the Northwest line of said 23 acre tract and a Southwest line of said 177.42 acre tract, a distance of 203.30 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set in the Northwest line of said 23 acre tract for the Northeast corner of a called 17 acre tract of land (Parcel Six) described in Deed to Meneley Betty Life Estate as recorded in Document No. 2018-006136 of said Official Public Records and a salient corner of said 177.42 acre tract;

THENCE North 41 Degrees 32 Minutes 05 Seconds West, with the Northeast line of said 17 acre tract and a Southwest line of said 177.42 acre tract, a distance of 1,645.40 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set in the South line of a called 119 acre tract of land (Parcel One) described in Deed to Meneley Betty Life Estate as recorded in Document No. 2018-006136 of said Official Public Records for the Northwest corner of said 17 acre tract;

THENCE North 48 Degrees 22 Minutes 55 Seconds East, with the Southeast line of said 119 acre tract a distance of 1,032.50 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for the Northeast corner thereof;

THENCE North 41 Degrees 09 Minutes 05 Seconds West, with the Northeast line of said 119 acre tract, a distance of 1,566.40 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set in the South line of a called .75 acre tract of land to Prairie Lea Hispanic cemetery for the Northeast corner of a cemetery called 4.6 acre tract of land to San Juan cemetery;

THENCE North 52 Degrees 40 Minutes 55 Seconds East, with the Southeast line of said Prairie Lea Hispanic cemetery, a distance of 102.90 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for the Northeast corner thereof;

THENCE North 41 Degrees 58 Minutes 05 Seconds West, with the Northeast line of said Prairie Lea Hispanic cemetery and a called 2.6 acre tract of land to Prairie Lea Public cemetery, a distance of 355.60 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for an angle point in the Northeast line of said Prairie Lea Public cemetery;

THENCE with said Prairie Lea Public cemetery the following three (3) courses and distances:

North 57 Degrees 52 Minutes 05 Seconds West, a distance of 12.60 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set;

South 49 Degrees 19 Minutes 55 Seconds West, a distance of 89.10 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set;

North 44 Degrees 40 Minutes 05 Seconds West, a distance of 81.50 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for the Northwest corner thereof and the South corner of a called 2.8 acre tract of land to Woodsman Of The World cemetery;

THENCE North 49 Degrees 13 Minutes 55 Seconds East, with the Southeast line of said Woodsman cemetery, a distance of 450.30 feet to a 1/2 inch iron rod capped (DATAPOINT #10194585) set for the West corner thereof;

THENCE North 42 Degrees 01 Minutes 16 Seconds West, with the Northeast line of said Woodsman cemetery and a called 3.793 acre tract of land described in Deed to Prairie Masonic cemetery as recorded in Volume 451, Page 32 of the Real Property Records of said County, a distance of 604.33 feet to a 1/2 inch capped iron rod found in the Southeast line of said Callihan Road for the North corner thereof and being the most Northerly Northwest corner of said 177.42 acre tract and this tract;

THENCE North 47 Degrees 51 Minutes 56 Seconds East, with the Southeast line of said Callihan Road and the Northwest line of said 177.42 acre tract, a distance of 246.83 feet to the **POINT OF BEGINNING**, containing 177.383 acres of land and/or 7,726,805 Square Feet of land, more or less.