

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is by and between **Caldwell County**, a political subdivision of the state of Texas (the “County”); and **Earthship Corporation** a Delaware Corporation (the “Developer”); and **Greenwood Ventures Group, LLC**, (“the Owner”), collectively the “Parties”.

WHEREAS, Developer has a lease with contract to purchase approximately 537.26 acres of real property, which is more particularly described in **Exhibit A-1 and Exhibit A-2**, attached hereto (the “Property”); and

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

WHEREAS, the Parties desire that the Project be designed, engineered and constructed pursuant to the terms and conditions stated herein to be known as “Proto-Town Innovation Hub”; and

WHEREAS, the Project will demonstrate new technology that will establish Caldwell County as a center for future high tech manufacturing and technological innovation; and

WHEREAS, the nature of the Project and the innovative technology being researched and tested is constantly evolving, and

WHEREAS, this Agreement delineates the conditions for the Project under which variances to the technical requirements of the Caldwell County Development Ordinance (the “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 Parties agree as follows:

1. General Terms and Conditions

- a. The “Project” is defined as development of the Property as generally 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 overall intent, impervious cover restriction(s), and other conditions 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 Proto-Town Innovation Hub (“Proto-Town”), and is anticipated to consist of demonstration of new civil construction technologies, full-scale demonstration buildings, new technology research facilities, demonstration of advanced manufacturing prototypes in the areas of robotics, space, and energy, and temporary living quarters for individuals engaged in research within the Property, exclusive of any Additional Property (as defined below in Paragraph 1c).
- c. Additional Property may be added to the Project, and become subject to this Agreement (including without limitation the uses and the variances approved in **Exhibit C**), only upon the execution of a written amendment to this Agreement by the Parties (any such property, the “Additional Property”). Developer will submit an update to the Concept Plan incorporating the Additional Property with any request for such an amendment. Upon execution of such an amendment, the updated Concept Plan will replace the original Concept Plan attached hereto as **Exhibit B** 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.

- d. The benefit to the Parties set forth in this Agreement which exceed the minimum requirements of State law and the Ordinance are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by all Parties.
- e. 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 (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; or (4) mandated by State or Federal laws, rules, regulations, or administrative procedures.
- f. Upon execution, this Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code.

2. Developer Obligations

- a. Developer will implement, Deed Restrictions and/or Restrictive Covenants that encumber each lot, tract, or parcel, to include Dark Sky provisions complying with this minimum standard:

“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. All structures shall have a minimum 100-foot building setback from all exterior property boundaries.

- c. Developer has submitted an initial site plan to the County that is currently under review that includes access roads and master detention for the Phase 1 area shown on the Concept Plan. The Phase 1 access roads and detention shall serve the Phase 1 area.
- d. Each additional phase of Proto-Town shall submit to Caldwell County for approval additional site development plans that include access roads, master detention, and initial construction plans for the relevant phase.
- e. Furthermore, the Developer shall submit revisions to the initial site plan to the County from time-to-time, as needed to accurately reflect additional construction updates to the development plan of each phase, the approval or denial of which will occur within no more than 12 business days. Additional construction updates shall be approved provided that the total project impervious cover with the additional construction remains below the impervious cover limits provided for in the initial detention pond design. If the update includes more impervious cover than provided in the initial detention pond design and modifications to the pond are required, the approval timeline will follow the normal submittal and review timelines outlined in the Ordinance applicable to this Project.
- f. Developer shall compensate the County for review as follows:
 - Initial Submittal of a Site Development Plan for each Phase: \$20,000 plus reimbursement of County consultant cost for review.
 - Each update of a previously approved Site Development Plan: \$3,000 plus reimbursement of County consultant cost for review.
- g. 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.
- h. 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.
- i. Developer agrees to document, via digital photography and/or video, the condition of Mineral Springs Road within 30 days of the effective date of this agreement and every 30 days so long as active construction is occurring on the Project and provide copies to Caldwell County Unit Road. Upon notice from the County that degradation has been caused to Mineral Springs Road which the County reasonably believes was caused by Proto-Town construction traffic, the Parties will meet, review the roadway condition and documentation and agree upon remedial actions to restore Mineral Springs Road. If the parties cannot agree on appropriate remedial action within 45 days, the County may perform remedial action as is reasonably necessary for the safety of Mineral Springs Road, and reserve its right to charge the costs thereof to Proto-Town.

3. County Obligations

County agrees to permit development and construction of the Project in accordance with the Ordinance in effect as of the Effective Date with the proposed variances contained in **Exhibit C**, 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 Ordinance in effect as of the Effective Date (subject to paragraph 1.e above).

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 and 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 Parties agree that this Agreement has been made under the laws of the State of Texas in effect on the Effective 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 all 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: Attn: Merle Nye
Earthship Corporation
1309 Westwood Rd
Lockhart, Texas 78644

To Owner: Attn: Sreedhar Aloori
Greenwood Ventures Group, LLC
101 Parklane Blvd, Suite 102
Sugarland, Texas 77478

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 or the Owner 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 occurring after the date of such assignment unless the Developer retains any obligations pursuant to such assignment.
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 developers 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 (such date, the "Effective Date").
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).

- 18. Joint and Several.** Each of the Developer and Owner agrees to be joint and severally liable for the obligations of each of them under this Agreement

[Signature Pages to Follow}

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 Caldwell,

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

Given under my hand and seal of office this ____ day of _____, A.D., 20____.

Name: _____
Notary Public

GREENWOOD (OWNER):

By: _____
Title: _____

The State of Texas,
County of Caldwell,

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

Given under my hand and seal of office this ____ day of _____, A.D., 20____.

Name: _____
Notary Public

EXHIBIT A-1

Field Notes

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A 537.26 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE NANCY REAVILL SURVEY, ABSTRACT NO. 248 AND THE JOHN TYLER SURVEY, ABSTRACT NO. 289, CALDWELL COUNTY, TEXAS, OUT OF A PORTION OF A CALLED 618.948 ACRE TRACT (TRACT 1) AND A CALLED 471.789 ACRE TRACT, CONVEYED TO THE GREENWOOD VENTURES GROUP LLC, RECORDED IN DOCUMENT NO. 2022003515 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.TX.), SAID 537.26 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCEMENT AT A 3/8-INCH IRON ROD FOUND (GRID NORTHING: = 13,845,737.06 U.S. SURVEY FEET, GRID EASTING: = 2,382,546.37 U.S. SURVEY FEET) ON THE SOUTHWEST LINE OF WESTWOOD ROAD FOR THE NORTHERN MOST CORNER OF SAID 618.948 ACRE TRACT (TRACT 1) AND THE MOST EASTERLY CORNER OF A CALLED 200 ACRE TRACT, RECORDED IN VOLUME 46, PAGE 285, O.P.R.C.C.TX.;

THENCE SOUTH 31 DEGREES 18 MINUTES 48 SECONDS EAST, WITH A NORTHEAST LINE OF SAID 618.948 ACRE TRACT (TRACT 1) AND THE SOUTHWEST LINE OF SAID WESTWOOD ROAD, A DISTANCE OF 941.20 FEET TO THE **POINT OF BEGINNING** FOR THE EAST CORNER OF THIS TRACT;

THENCE SOUTH 31 DEGREES 18 MINUTES 48 SECONDS EAST, WITH A NORTHEAST LINE OF SAID 618.948 ACRE TRACT (TRACT 1) AND THE SOUTHWEST LINE OF SAID WESTWOOD ROAD, A DISTANCE OF 150.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET ON THE SOUTHWEST LINE OF WESTWOOD ROAD, FOR THE EAST CORNER OF THIS TRACT;

THENCE LEAVING THE SOUTHWEST LINE OF WESTWOOD ROAD AND THE NORTHEAST LINE OF SAID 618.948 ACRE TRACT (TRACT 1), OVER AND ACROSS SAID 618.948 ACRE TRACT AND SAID 471.789 ACRE TRACT, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. SOUTH 56 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 156.56 FEET TO A 5/8-INCH IRON ROD WITH ILLEGIBLE CAP FOUND FOR AN ANGLE POINT OF THIS TRACT,
2. SOUTH 38 DEGREES 34 MINUTES 08 SECONDS WEST, A DISTANCE OF 102.22 FEET TO A 5/8-INCH IRON ROD WITH ILLEGIBLE CAP FOUND FOR AN ANGLE POINT OF THIS TRACT,
3. SOUTH 08 DEGREES 55 MINUTES 15 SECONDS WEST, A DISTANCE OF 557.03 FEET TO A 5/8-INCH IRON ROD WITH ILLEGIBLE CAP FOUND FOR AN ANGLE POINT OF THIS TRACT,
4. SOUTH 48 DEGREES 22 MINUTES 43 SECONDS WEST, A DISTANCE OF 453.68 FEET TO A CALCULATED ANGLE POINT OF THIS TRACT,
5. SOUTH 46 DEGREES 42 MINUTES 23 SECONDS WEST, A DISTANCE OF 86.33 FEET TO A CALCULATED ANGLE POINT OF THIS TRACT,
6. SOUTH 50 DEGREES 20 MINUTES 43 SECONDS WEST, A DISTANCE OF 362.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 1753" FOUND FOR AN ANGLE POINT OF THIS TRACT,
7. SOUTH 41 DEGREES 06 MINUTES 02 SECONDS EAST, A DISTANCE OF 2,004.04 FEET TO A 3/8-INCH IRON ROD FOUND FOR AN ANGLE POINT OF THIS TRACT,
8. NORTH 49 DEGREES 13 MINUTES 43 SECONDS EAST, A DISTANCE OF 389.02 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT OF THIS TRACT,

EXHIBIT "A"

9. SOUTH 41 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 884.55 FEET TO A 6-INCH WOODEN FENCE POST FOUND FOR AN ANGLE POINT OF THIS TRACT,

THENCE WITH A SOUTH LINE OF SAID TRACT 1 AND A NORTH LINE OF A CALLED 78.491 ACRE TRACT CONVEYED TO ERNESTINE OLSEN AND JENS OLSEN, RECORDED IN DOCUMENT NO. 126433, O.P.R.C.C.TX., THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. SOUTH 48 DEGREES 27 MINUTES 28 SECONDS WEST, A DISTANCE OF 313.84 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR AN ANGLE POINT OF THIS TRACT,
2. SOUTH 48 DEGREES 47 MINUTES 33 SECONDS WEST, A DISTANCE OF 635.08 FEET TO A BENT 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT OF THIS TRACT,
3. NORTH 58 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 31.79 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR AN ANGLE POINT OF THIS TRACT,
4. SOUTH 51 DEGREES 17 MINUTES 01 SECONDS WEST, A DISTANCE OF 450.10 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT OF THIS TRACT, AND
5. SOUTH 48 DEGREES 26 MINUTES 28 SECONDS WEST, PASSING A 1/2-INCH IRON ROD FOUND AT A DISTANCE OF 385.36 FEET, FOR A TOTAL DISTANCE OF 569.68 FEET TO A CALCULATED POINT IN THE CENTER OF PLUM CREEK, FOR AN ANGLE POINT OF THIS TRACT;

THENCE WITH THE CENTERLINE OF PLUM CREEK THE FOLLOWING TWENTY-SEVEN (27) COURSES AND DISTANCES:

1. SOUTH 30 DEGREES 23 MINUTES 51 SECONDS EAST, A DISTANCE OF 43.52 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
2. SOUTH 67 DEGREES 11 MINUTES 50 SECONDS EAST, A DISTANCE OF 86.09 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
3. SOUTH 39 DEGREES 10 MINUTES 46 SECONDS EAST, A DISTANCE OF 47.75 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
4. SOUTH 24 DEGREES 21 MINUTES 16 SECONDS EAST, A DISTANCE OF 62.66 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
5. SOUTH 10 DEGREES 35 MINUTES 35 SECONDS WEST, A DISTANCE OF 305.50 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
6. SOUTH 12 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 36.34 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
7. SOUTH 39 DEGREES 05 MINUTES 42 SECONDS EAST, A DISTANCE OF 95.56 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
8. SOUTH 34 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 155.25 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
9. SOUTH 68 DEGREES 04 MINUTES 20 SECONDS EAST, A DISTANCE OF 62.63 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
10. SOUTH 84 DEGREES 21 MINUTES 48 SECONDS EAST, A DISTANCE OF 125.14 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,

EXHIBIT "A"

11. SOUTH 10 DEGREES 34 MINUTES 08 SECONDS EAST, A DISTANCE OF 112.39 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
12. SOUTH 28 DEGREES 00 MINUTES 38 SECONDS EAST, A DISTANCE OF 193.47 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
13. SOUTH 55 DEGREES 11 MINUTES 13 SECONDS EAST, A DISTANCE OF 158.19 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
14. SOUTH 68 DEGREES 22 MINUTES 11 SECONDS EAST, A DISTANCE OF 245.70 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
15. SOUTH 22 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 44.07 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
16. SOUTH 40 DEGREES 45 MINUTES 43 SECONDS WEST, A DISTANCE OF 178.72 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
17. SOUTH 22 DEGREES 33 MINUTES 59 SECONDS EAST, A DISTANCE OF 130.07 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
18. SOUTH 52 DEGREES 51 MINUTES 01 SECONDS EAST, A DISTANCE OF 223.20 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
19. SOUTH 30 DEGREES 20 MINUTES 18 SECONDS EAST, A DISTANCE OF 37.64 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
20. SOUTH 02 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 173.52 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
21. SOUTH 18 DEGREES 30 MINUTES 49 SECONDS EAST, A DISTANCE OF 266.31 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
22. SOUTH 53 DEGREES 38 MINUTES 40 SECONDS EAST, A DISTANCE OF 64.99 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
23. SOUTH 74 DEGREES 16 MINUTES 18 SECONDS EAST, A DISTANCE OF 93.54 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
24. SOUTH 47 DEGREES 37 MINUTES 01 SECONDS EAST, A DISTANCE OF 158.79 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
25. SOUTH 06 DEGREES 15 MINUTES 20 SECONDS EAST, A DISTANCE OF 90.39 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
26. SOUTH 25 DEGREES 27 MINUTES 39 SECONDS WEST, A DISTANCE OF 155.01 FEET TO A CALCULATED POINT FOR AN ANGLE POINT OF THIS TRACT,
27. SOUTH 17 DEGREES 51 MINUTES 35 SECONDS EAST, A DISTANCE OF 39.60 FEET TO A CALCULATED POINT IN THE CENTERLINE OF PLUM CREEK, FOR AN ANGLE POINT OF THIS TRACT;

THENCE WITH A SOUTH LINE OF SAID TRACT 2 AND A NORTH LINE OF A CALLED 343.43 ACRE TRACT CONVEYED TO JERRY DOYLE, RECORDED IN VOLUME 500, PAGE 101, O.P.R.C.C.TX. THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 48 DEGREES 44 MINUTES 30 SECONDS WEST, A DISTANCE OF 543.58 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR AN ANGLE POINT OF THIS TRACT, AND
2. SOUTH 48 DEGREES 57 MINUTES 10 SECONDS WEST, A DISTANCE OF 1,047.80 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF A CALLED 15.84 ACRE TRACT CONVEYED TO ROBERT AND SUSAN O'KEEFE, RECORDED IN VOLUME 638, PAGE 632, O.P.R.C.C.TX., A WEST

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CORNER OF SAID 343.43 ACRE TRACT, AND A SOUTH LINE OF SAID TRACT 2, FOR AN ANGLE POINT OF THIS TRACT;

THENCE SOUTH 48 DEGREES 37 MINUTES 50 SECONDS WEST, WITH THE NORTH LINE OF SAID 15.84 ACRE TRACT AND A SOUTH LINE OF SAID TRACT 2, A DISTANCE OF 1,439.04 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE EAST LINE OF SAID TRACT 4, THE SOUTHWEST LINE OF SAID TRACT 2, AND THE SOUTHWEST RIGHT-OF-WAY LINE OF A CALLED ROADWAY EASEMENT RECORDED IN VOLUME 144, PAGE 1, O.P.R.C.C.TX., FOR AN ANGLE POINT OF THIS TRACT;

THENCE SOUTH 41 DEGREES 49 MINUTES 42 SECONDS EAST, WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID ROADWAY EASEMENT AND AN EAST LINE OF SAID TRACT 4, A DISTANCE OF 627.92 FEET TO A 3/8-INCH IRON ROD FOUND FOR AN EAST CORNER OF SAID TRACT 4 AND THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID ROADWAY EASEMENT, FOR AN ANGLE POINT OF THIS TRACT;

THENCE SOUTH 46 DEGREES 04 MINUTES 46 SECONDS WEST, WITH AN EAST LINE OF SAID TRACT 4, A DISTANCE OF 374.98 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR AN EAST CORNER OF SAID TRACT 4, FOR AN ANGLE POINT OF THIS TRACT;

THENCE SOUTH 41 DEGREES 07 MINUTES 16 SECONDS EAST, WITH AN EAST LINE OF SAID TRACT 4, A DISTANCE OF 385.40 FEET TO A 5/8-INCH IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF MINERAL SPRINGS ROAD (PUBLIC RIGHT-OF-WAY), FOR AN EAST CORNER OF SAID TRACT 4, FOR AN ANGLE POINT OF THIS TRACT;

THENCE SOUTH 48 DEGREES 51 MINUTES 23 SECONDS WEST, WITH AN EAST LINE OF SAID TRACT 4 AND THE WEST RIGHT-OF-WAY LINE OF SAID MINERAL SPRINGS ROAD, A DISTANCE OF 773.96 FEET TO A 10-INCH PINE FENCE POST FOUND ON THE WEST RIGHT-OF-WAY LINE OF SAID MINERAL SPRINGS ROAD, FOR THE SOUTH CORNER OF SAID TRACT 4, THE EAST CORNER OF A 23.596 ACRE TRACT CONVEYED TO RALPH E. BONNELL AND JANICE D. BONNELL, RECORDED IN DOCUMENT NO. 2015-007066, O.P.R.C.C.TX., FOR THE SOUTH CORNER OF THIS TRACT;

THENCE NORTH 40 DEGREES 54 MINUTES 51 SECONDS WEST, WITH A WEST LINE OF SAID TRACT 4 AND THE EAST LINE OF SAID 23.596 ACRE TRACT, A DISTANCE OF 1,924.67 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID TRACT 4, THE NORTH CORNER OF SAID 23.596 ACRE TRACT, AND A SOUTHEAST LINE OF SAID TRACT 2, FOR A WEST CORNER OF THIS TRACT;

THENCE WITH THE SOUTHEAST LINE OF SAID TRACT 2, THE NORTHWEST LINE OF SAID 46.789 ACRE TRACT, THE NORTHWEST LINE OF A CALLED 23.596 ACRE TRACT, RECORDED IN DOCUMENT NO. 2015-007066, O.P.R.C.C.TX., AND THE NORTHWEST LINE OF A CALLED 93.261 ACRE TRACT, RECORDED IN VOLUME 439, PAGE 511, O.P.R.C.C.TX. THE FOLLOWING ONE (1) COURSES AND DISTANCES:

EXHIBIT "A"

1. SOUTH 48 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 2,493.16 FEET TO A 3/8-INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 16.1651 ACRE TRACT, RECORDED IN VOLUME 244, PAGE 613, O.P.R.C.C.TX., FOR THE SOUTHEAST CORNER OF SAID TRACT 2 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 41 DEGREES 10 MINUTES 21 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID 16.1651 ACRE TRACT, THE NORTHEAST LINE OF A CALLED 24.9878 ACRE TRACT, RECORDED IN DOCUMENT NO. 2016-001513, O.P.R.C.C.TX., AND THE NORTHEAST LINE OF A CALLED 28.00 ACRE TRACT, RECORDED IN VOLUME 340, PAGE 7, O.P.R.C.C.TX, A DISTANCE OF 1,199.27 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID 28 ACRE TRACT AND AN EAST CORNER OF SPANISH OAKS ESTATES, A SUBDIVISION OF RECORD IN CALDWELL COUNTY, RECORDED IN XXX, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINE OF SAID TRACT 2 AND SAID SPANISH OAKS ESTATES THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1. NORTH 41 DEGREES 12 MINUTES 43 SECONDS WEST, AT A DISTANCE OF 201.96 FEET PASSING A 1/2-INCH IRON ROD WITH ILLEGIBLE CAP AND CONTINUING FOR A TOTAL DISTANCE 1,229.44 FEET TO A 1/2-INCH IRON FOUND FOR A COMMON CORNER OF SAID TRACT 2 AND SPANISH OAKS ESTATES,
2. NORTH 48 DEGREES 07 MINUTES 43 SECONDS EAST, AT A DISTANCE OF 1,912.01 FEET PASSING A 1/2-INCH IRON ROD WITH ILLEGIBLE CAP AND CONTINUING FOR A TOTAL DISTANCE OF 2,416.00 FEET TO A 3/8-INCH IRON FOUND FOR A COMMON CORNER OF SAID TRACT 2, TRACT 1, AND SPANISH OAKS ESTATES, AND
3. SOUTH 41 DEGREES 44 MINUTES 43 SECONDS EAST, A DISTANCE OF 643.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET ON THE SOUTHEAST LINE OF A CALLED 2,060.62 ACRE TRACT, RECORDED IN DOCUMENT NO. 2015-002777, O.P.R.C.C.TX., FOR THE COMMON CORNER OF SAID TRACT 1 AND SPANISH OAKS ESTATES;
4. NORTH 48 DEGREES 49 MINUTES 30 SECONDS EAST, A DISTANCE OF 2943.80 FEET TO A 5/8-INCH IRON ROD FOUND FOR AN ANGLE POINT OF THIS TRACT, AND
5. NORTH 41 DEGREES 44 MINUTES 43 SECONDS WEST, A 1/2-INCH IRON ROD FOUND AT A DISTANCE OF 929.35 FEET, FOR AN ANGLE POINT OF THIS TRACT;
6. NORTH 48 DEGREES 44 MINUTES 50 SECONDS EAST, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET, AT A DISTANCE OF 3377.43 FEET, FOR AN ANGLE POINT OF THIS TRACT;
7. NORTH 41 DEGREES 06 MINUTES 02 SECONDS WEST, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET, AT A DISTANCE OF 2157.87 FEET, FOR AN ANGLE POINT OF THIS TRACT;
8. NORTH 50 DEGREES 20 MINUTES 43 SECONDS EAST, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET, AT A DISTANCE OF 511.64 FEET, FOR AN ANGLE POINT OF THIS TRACT;
9. NORTH 46 DEGREES 42 MINUTES 23 SECONDS EAST, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET, AT A DISTANCE OF 83.76 FEET, FOR AN ANGLE POINT OF THIS TRACT;
10. NORTH 48 DEGREES 22 MINUTES 43 SECONDS EAST, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET, AT A DISTANCE OF 402.07 FEET, FOR AN ANGLE POINT OF THIS TRACT;

EXHIBIT "A"

11. NORTH 08 DEGREES 55 MINUTES 18 SECONDS EAST, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET, AT A DISTANCE OF 542.93 FEET, FOR AN ANGLE POINT OF THIS TRACT;
12. NORTH 38 DEGREES 34 MINUTES 08 SECONDS EAST, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET, AT A DISTANCE OF 165.80 FEET, FOR AN ANGLE POINT OF THIS TRACT;
13. NORTH 56 DEGREES 39 MINUTES 39 SECONDS EAST, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" SET, AT A DISTANCE OF 185.75 FEET, TO THE POINT OF BEGINNING AND CONTAINING 537.26 ACRES OF LAND, MORE OR LESS.

Bearing Basis: All bearings shown are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), NAD83. All distances were adjusted to surface using a combined scale factor of 1.00013.

Matt Overall



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February 27, 2024

EXHIBIT A-2

Survey Sketch



EXHIBIT B

Concept Plan

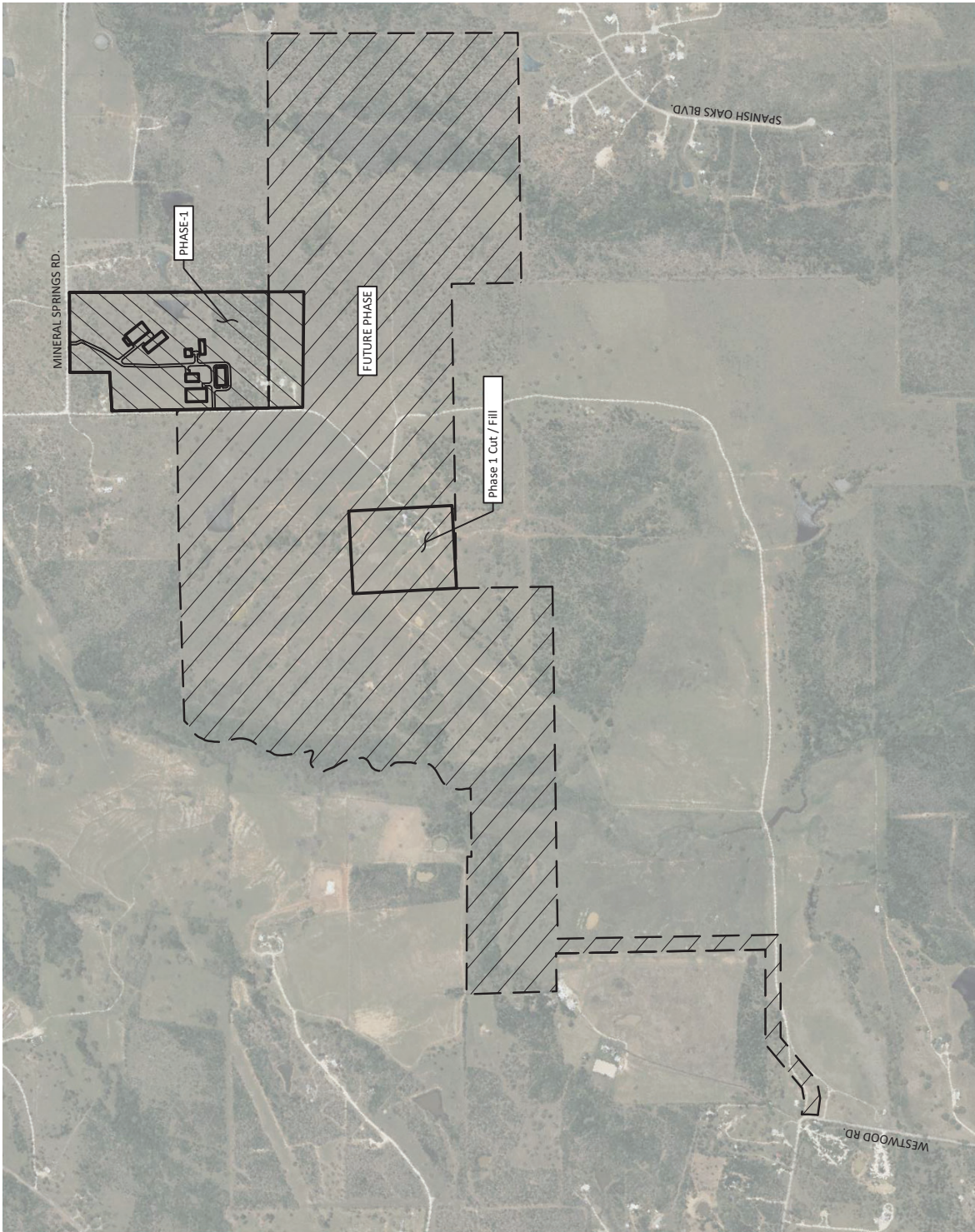
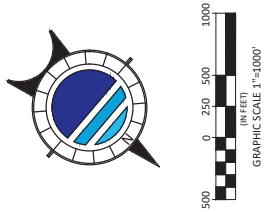


EXHIBIT C

Approved Variances

Ordinance #	Current Code	Proposed Variance
4.3.B)	Proof of Texas Accessibility Standards (TAS) registration with the Texas Department of Licensing and Registration (TDLR) or proof of the projects exemption from TAS registration.	Confirmation of TAS registration will be provided prior to occupancy of buildings.
4.3.E)	If the site construction includes addition of or expansion structures that generate wastewater and is to be served by an on-site sewage facility (OSSF), the site construction application shall be accompanied by an OSSF application. Applications for the site construction and OSSF permits will be processed concurrently. In cases where the OSSF is existing and adequate to serve the planned improvements, a letter from the Director of Sanitation confirming the adequacy of the existing system to meet the demands of the planned improvements may be substituted.	A commercial OSSF design will be submitted prior to vertical construction of new buildings. No building will be connected to the new septic or occupied until the County Sanitarian has approved the OSSF design and its construction. Each site plan update that includes new buildings will be accompanied by updated sewage loading calculations to be approved by the County Sanitarian.
4.3.G)	An estimate of probable cost for all phases of proposed construction prepared by the architect or engineer bearing the signature and seal of the responsible professional	Not Required
4.3.J	Proof of potable water service in the form of 1) receipt for paid impact/ meter fees from the applicable water supplier, 2) water bill, OR 3) copy of drillers log for private water well. 4) an engineered or certified rainwater collection system.	Confirmation of water service capacity will be provided prior to occupancy of buildings.