

**COTTON CENTER**  
**DEVELOPMENT AGREEMENT**  
**City of San Marcos**

Effective as of December \_\_\_\_, 2016.

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## COTTON CENTER DEVELOPMENT AGREEMENT

THE STATE OF TEXAS                   §  
HAYS AND CALDWELL COUNTIES       §

This Cotton Center Development Agreement (the “Agreement”) is between the CITY OF SAN MARCOS, TEXAS, a home rule city located in Hays County and Caldwell County, Texas (the “City”); and WALTON TEXAS, LP, a Texas limited partnership (“Primary Owner”), in its capacity as a property owner and in its capacity as operator authorized to enter into and sign this Agreement on behalf of the Individual Owners (as hereinafter defined), WALTON SILVER CROSSING LP, an Alberta (Canada) limited partnership (“Walton Silver Crossing”), WALTON TX AUSTIN LAND LP, an Alberta (Canada) limited partnership (“Walton Austin”), WALTON TX MARTINDALE LP, an Alberta (Canada) limited partnership (“Walton Martindale”), and WALTON TX MARTINDALE LP 2, an Alberta (Canada) limited partnership (“Walton Martindale 2”) (Primary Owner, Individual Owners, Walton Silver Crossing, Walton Austin, Walton Martindale and Walton Martindale 2 are collectively referred to herein as “Owner”). The City and Owner are sometimes collectively herein referenced as the “Parties”, and individually, as a “Party”.

## RECITALS

- A.** Owner owns approximately 2,358 acres of land located in the extraterritorial jurisdiction of the City (“Cotton Center” or the “Property”). The Property is more particularly described by metes and bounds in the attached Exhibit A.
- B.** Owner plans to develop Cotton Center as a master-planned mixed use community (the “Project”), as delineated on the Concept Plan (as hereinafter defined) attached as Exhibit B.
- C.** Owner and City intend that the Property be developed as a high-quality, master-planned, mixed use community, including parkland, open space, and other public and private amenities for the present and future benefit of the City pursuant to development regulations contained in this Agreement. A memorandum of this Agreement will be recorded in the deed records of Caldwell County and Hays County at Owner’s expense (so as to bind Owner and its successors with respect to the Property), and will provide regulatory certainty during the term of this Agreement.
- D.** Owner has created the Cotton Center Municipal Utility District No. 1, which includes all of the Property, in order to finance utility, roadway and drainage infrastructure to support the development in a financially feasible manner in accordance with Texas Water code chapters 49 and 54 and any applicable state law. The City has consented to the creation of the Cotton Center Municipal Utility District No. 1 (and its Sub-Districts) pursuant to that certain Consent Agreement (herein so called) between the City and the Owners dated December 11, 2014.
- E.** Owner and City have held discussions regarding the long term development of Cotton Center, and desire to define, protect and clarify City’s jurisdiction and regulatory authority with respect to Cotton Center through this Agreement.
- F.** The Owner desires to enter into an agreement with the City to create a program for annexation of the Property by the City, establish certain restrictions and commitments imposed and made by the Parties in connection



with the development of Cotton Center; to provide increased certainty to Owner and City concerning the development approval process and the development requirements of the City; and to identify land uses and other aspects of the development of Cotton Center in the form of this Agreement which is promulgated under Section 172 of Chapter 212 of the Texas Local Government Code and Chapters 1 and 2 of the San Marcos Land Development Code.

- G.** Pursuant to Chapter 242 of the Texas Local Government Code, the City has concurrent jurisdiction with the County over subdivision platting and all related permits for the Property. As required by Chapter 242, the City and County have entered into an Interlocal Agreement relating to subdivision regulation in the extraterritorial jurisdiction of the City.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, City and Owner agree as follows:

## **ARTICLE I** **DEFINITIONS**

### **Section 1.01**

**Terms Defined in this Agreement.** In this Agreement, each of the following terms shall have the meanings indicated:

**“Additional Land”** means any of the approximately 63 acres of land, more particularly described on Exhibit G, that the Primary Owner desires to add to the Property boundaries and that may be included that is subject to this Agreement or to include it within the Municipal Utility District.

**“Applicable Requirements”** shall mean the applicable federal and state laws, rules and regulations, and the San Marcos City Codes approved as of the Vesting Date of this Agreement.

**“City”** shall mean the City of San Marcos, Texas, a Texas home rule municipality.

**“City Codes”** shall mean the City’s Code of Ordinances, including the City’s Land Development Code in effect on the Vesting Date of this Agreement and any additional regulation incorporated by reference in this Agreement, existing on the date hereof.

**“City Council”** shall mean the City Council of the City or any successor governing body.

**“City Manager”** shall mean an official appointed as the administrative manager of the City.

**“Concept Plan”** (also referred to in the City’s Code as a “Conceptual Plan”) shall mean a component of the regulations that illustrates the proposed location and arrangement of uses, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development, attached as Exhibit B.

**“County”** shall mean Caldwell County, Texas.

**“County Subdivision Agreement”** shall mean that certain agreement between the Owner and the County regarding the applicability of the County Development Regulations to the Property.

**“Cotton Center” or “Property”** shall have the meaning set forth in the recitals to this Agreement, and consists of the land described on Exhibit A.

**“Designated Successors and Assigns”** shall mean an entity to which Primary Owner assigns (in writing) all or a portion of its (and any Individual Owners) rights and obligations contained in this Agreement pursuant to Section 18.03.

**“Development Waivers”** shall mean a deviation from City Code as set forth on Exhibit C.

**“Director”** shall mean the Director of the City’s Planning and Development Services Department, or its successor department and/or the Director’s designee.

**“District”** shall have the same meaning as the term is used in the Consent Agreement.

**“District Land”** shall mean that portion of the Property that is within the boundaries of the District and currently includes all the Property, but it will exclude from time to time those portions of the Property that are annexed into the City and are removed from the District, such as Industrial and Regional Commercial Land, as contemplated by the Consent Agreement.

**“Effective Date”** shall be the date that the City approves this agreement.

**“Extraterritorial Jurisdiction” or “ETJ”** shall mean the unincorporated area that is contiguous to the corporate boundaries of the City of San Marcos located within 3 ½ miles of those boundaries.

**“Future COSM Parkland and Facilities”** shall mean parkland and open space that shall be owned and maintained by the Cotton Center HOA or MUD so long as it remains in the ETJ, but shall be transferred to and maintained by the City of San Marcos at the time of annexation.

**“HOA Open Space”** shall mean parkland and open space that shall be owned and maintained by the Cotton Center HOA in perpetuity, even following the City’s annexation of such land.

**“Individual Owner”** means, collectively, all persons, entities, and trusts (other than Walton Texas, LP, Walton Silver Crossing, Walton Austin, Walton Martindale and Walton Martindale 2) that own an interest in the Property, including an undivided, tenant-in-common interest, and that have granted to Walton Texas, LP, power and authority to operate, administer and act for and on their behalf with respect to their interests in the Property.

**“Industrial and Regional Commercial Land”** shall have the same meaning as the term is used in the Consent Agreement.

**“Interlocal Agreement”** means, that certain Interlocal Cooperative Agreement between City and County for Subdivision Regulation within the Extraterritorial Jurisdiction of the City of San Marcos dated October 31, 2014.

**“Land Use Districts”** shall mean the land use designations for property within Cotton Center, as shown on Exhibit B attached hereto.

**“Major Amendment”** shall have the same meaning as the term is used in Section 16.01 of this Agreement.

**“Minor Amendment”** shall have the same meaning as the term is used in section 16.01 of this Agreement.

**“Municipal Utility District”** means the Cotton Center Municipal Utility District No. 1 (and any subsequent Sub-Districts) created as a political subdivision of the State of Texas pursuant to Article III Section 52 and/or Article XVI, Section 59 of the Texas Constitution and authorized to construct, operate, manage and maintain water and wastewater systems, drainage and water quality systems, roadways, parks and related facilities, and to levy an ad valorem tax and issue public debt under Chapters 49 and 54 of the Texas Water Code.

**“Neighborhood Park”** shall mean a public civic space designed for structured and unstructured recreation.

**“Non-District Land”** shall mean those portions of the Property annexed by the City and removed from the District from time to time, such as Industrial and Regional Commercial Land as contemplated by the Consent Agreement.

**“Owner”** when spelled in capital case, means the Primary Owner, Walton Silver Crossing, Walton Austin, Walton Martindale, Walton Martindale 2, the Individual Owners and any subsequent owner of any portion of the Property that is a designated successor or assignee of rights from Owner in accordance with this Agreement.

**“owner”** when spelled with lower case, means Primary Owner, the Individual Owners, and any future owners of any portion of the Property.

**“Planning Areas”** refers to the areas numbered 1-42 on Exhibit B that illustrate the proposed location and arrangement of uses, open space, and proposed amenities. Each Planning Area’s Land Use corresponds to the zoning districts as shown in Table “1” in Article IV. The Planning Areas may be modified during submittal of the Subdivision Concept Plat.

**“Primary Owner”** means initially, Walton Texas, LP, and any subsequent entity to which Walton Texas, LP, may assign its rights and obligations as Primary Owner in accordance with this Agreement. It is hereby acknowledged that the Primary Owner owns various portions of the Property with the Individual Owners and through various tenants-in-common agreements (including one or more Declarations of Covenants, Conditions and Restrictions, which appear of record in the county where the applicable portions of the Property is located) has the right and authority, as “operator” thereunder, to act on behalf of the Individual Owners.

**“Parks Plan”** shall mean the parks, trails and open space plan attached as Exhibit D.

**“Residential Utility Connections”** shall be calculated as follows: each single family home shall be calculated as 1 utility connection; each multi-family unit shall be calculated as .85 of a utility connection)

**“Sub-District”** means a municipal utility district created through the subdivision of the District pursuant to the Districts Enabling Act and vested with the same authority as the District and with total land and boundaries established in accordance with Section 2.02 of the Consent Agreement.

**“Subdivision Concept Plat”** (also referred to as concept plat) means the initial plat for a subdivision to be developed in phases that delineates the sequence and timing of development within the proposed subdivision, and that is reviewed and decided under the City Codes. The area covered by a Subdivision Concept Plat shall be no more than 550 acres and no less than 200 acres (provided, however, Subdivision Concept Plats may include Property less than 200 acres in size, if multiple Subdivision Concept Plats are filed for a Sub-District that contains non-contiguous parcels), to correlate with the maximum and minimum Sub-District size in the Consent Agreement for the Cotton Center Municipal Utility District No. 1.

**“Vesting Date”** shall have the same meaning described in Section 2.02 of this Agreement.

## **ARTICLE II**

### **TERM AND VESTING RIGHTS**

**Section 2.01 Term.** This Agreement shall commence on all phases and bind the Parties on the Effective Date and continue uninterrupted for a period of forty-five (45) years. This Agreement however may be terminated, in whole or in part, by express written agreement executed by both Parties.

**Section 2.02 Vesting Rights.** The City acknowledges that the Property known as Cotton Center and any additional land shall be deemed vested from the Vesting Date (as described in subparts a. and b. below). This acknowledgement by the City is not intended to waive any of the exemptions to vesting codified in Section 245.004 of the Local Government Code. A vested right under this Agreement shall not apply to regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

- a. For any portion of the Property for which a Preliminary Subdivision Plat application has been submitted within five (5) years following the Effective Date, the Vesting Date for that portion of the Property shall be the Effective Date and shall remain the Vesting Date for that portion of the Property unless the Preliminary Subdivision Plat (including any applicable extensions) expires.
- b. For any portion of the Property for which a Preliminary Subdivision Plat application has been submitted from and after five (5) years after the Effective Date the Vesting Date for that portion of the Property shall be the date for which a Preliminary Subdivision plat is submitted and shall remain the Vesting Date for that portion of the Property unless the Preliminary Subdivision Plat (including any applicable extensions) expires.
- c. To the extent of a conflict between this Agreement and City Codes, this Agreement shall control. Notwithstanding the foregoing, from and after five (5) years following the Effective Date, the City Codes in place at the time of any given Preliminary Subdivision Plat application shall control for the vesting period of the applicable Preliminary Subdivision Plat, over the following articles of this Agreement:
  - i. Article VII      Circulation and Connectivity
  - ii. Article VIII    Lot Standards and Site Design
  - iii. Article IX      Architectural Design
  - iv. Article X        Parking Access
  - v. Article XI        Building Permits
  - vi. Exhibit C        Development Waivers

**Section 2.03 Owner's Rights to Continue Development.** The City agrees to strictly comply with Subchapter E, Chapter 212 of the Texas Local Government Code during the term of this Agreement in enacting any moratorium on property development in Cotton Center. The City may impose temporary moratoriums uniformly throughout the City and its ETJ in accordance with Subchapter E, Chapter 212 of the Texas Local Government Code.

### **ARTICLE III GOVERNING REGULATIONS**

#### **Section 3.01 Governing Development Regulations.**

A. Development of the Property shall be governed by the following:

1. The Concept Plan attached as Exhibit B;
2. Subdivision Concept Plats, as required by the City Code, and more particularly described in Article IV within this document;
3. All applicable provisions of the City Codes in effect on the Vesting Date, except as modified by this Agreement (including exhibits hereto);
4. The applicable provisions of the Development Regulations of Caldwell County as modified by the Interlocal Agreement between the City and County and the County Subdivision Agreement in effect on the Vesting Date;
5. Construction plans and plats for all or any portion of the Property that are approved from time to time by the City (collectively, the “Approved Plats”); and
6. Applicable provisions of the Texas Local Government Code, and other state and federal laws (“Other Laws”).
7. In the event of a conflict between the City’s and/or County’s development regulations and the Owner’s rights under this Agreement, this Agreement shall control.

### **ARTICLE IV SUB-DISTRICTS AND PLATTING**

**Section 4.01 Sub-Districts.** City and Owner agree that Cotton Center shall be developed in Sub-Districts. Exhibit B-1 Illustrates anticipated future Sub-Districts. Sub-Districts may be developed in any order or concurrently. Notwithstanding the applicable requirements of Concept Platting in the City Code and Section 15.01b. of this Agreement, the Owner retains the right to deviate from “Exhibit B-1 Sub-Districts” with respect to the size, quantity, and location of Sub-Districts, as well as the proposed land-uses within Sub-Districts, at the time of Subdivision Concept Plat. The City acknowledges that the portions of the Property not under active development may remain in use for agricultural or ranching purposes and/or wildlife management.

**Section 4.02 Planning Areas and Land Uses.** Exhibit B illustrates the permitted land uses of the Planning Areas. Notwithstanding the applicable requirements of Concept Platting in the City Code and Section 16.01b. of this Agreement, the Owner retains the right to deviate from “Exhibit B – Concept Plan” with respect to the size, quantity, and location of Planning Areas, as well as the proposed land-uses of Planning Areas at the time of Subdivision Concept Plat. The Zoning Districts within each Land Use District in Cotton Center will be in accordance with the menu of Districts permitted in the Corresponding Permitted Zoning Districts per Table “1” below.

TABLE “1”: Permitted Zoning Districts.

<i>Land Use District per Exhibit B</i>	<i>Corresponding Permitted Zoning Districts*</i>
Low-Density Residential	SF-11, Single Family District SF-6, Single Family District SF-4.5, Single Family District DR, Duplex Restricted Residential District
Medium-Density Residential	DR, Duplex Restricted Residential District TH, Townhouse Residential District PH-ZL, Patio Home, Zero-Lot-Line Residential District MF-12, Multiple-Family Residential District MU, Mixed-Use District NC, Neighborhood Commercial District P, Public and Institutional District
Multi-family/Mixed Use	MF-12, Multiple-Family Residential District MF-18, Multiple-Family Residential District MF-24, Multiple-Family Residential District MU, Mixed Use District NC, Neighborhood Commercial District OP, Office Professional District CC, Community Commercial P, Public and Institutional District
Office, Retail & Service	P, Public and Institutional District NC, Neighborhood Commercial District OP, Office Professional District CC, Community Commercial MU, Mixed Use District
Heavy Commercial/Industrial	GC, General Commercial District HC, Heavy Commercial District <sup>1</sup> LI, Light Industrial District HI, Heavy Industrial District
Parks	P, Public and Institutional District
Schools	P, Public and Institutional District
Public Works	P, Public and Institutional District
Floodplain	P, Public and Institutional District
Open Space	P, Public and Institutional District

<sup>1</sup> Includes industrial and Regional and Commercial Land as defined in the December 29, 2014 Consent Agreement.

\*At such time that future City Codes no longer contain the specific permitted Zoning Districts listed in Table “1” above, the Owner shall be required to choose an equivalent Zoning District based on the Land Use District Classification in this Table “1”.

**Section 4.03 Platting Procedures.** Owner agrees to comply with all applicable requirements in the City Code relating to platting, except as adjusted by the following:

- A. Concept Plan. The Concept Plan is attached hereto as Exhibit B and shows the proposed location and Land Use Districts of the Planning Areas;
- B. Subdivision Concept Plat. A Subdivision Concept Plat shall be submitted and approved for each Sub-District. Within one hundred eighty (180) days of the creation of a Sub-District, Owner shall (1) provide for review a Subdivision Concept Plat and (2) meet with the City regarding the Subdivision Concept Plat at which time the City will identify the study area of the TIA, in accordance with Section 7.01 of this Agreement (“Initial Sub-District Meeting”). Within one hundred eighty days (180) days following the Initial Sub-District Meeting, Owner shall formally submit a Subdivision Concept Plat Application and a TIA (“Sub-District Submittal”). If a Sub-District consists of non-contiguous parcels, Owner will submit a Subdivision Concept Plat for each parcel within the Sub-District. A Preliminary Subdivision Plat may be submitted and approved concurrently for the entire Sub-District proposed for creation, or a portion thereof. The Subdivision Concept Plats for the last Sub-District and any remainder land (i.e. the land left over that is not included in the last Sub-District, also known as the Final Sub-District) do not have to be submitted at the same time. For example, if there are 700 acres of the Property that are not included in any previous Sub-District, and the last Sub-District is 500 acres then the remaining land (aka the Final Sub-District) will be the remaining 200 acres. Owner will submit a Subdivision Concept Plat for the last Sub-District, in accordance with the Initial Sub-District Meeting and the Sub-District Submittal timelines. When the Owner decides to develop the Final Sub-District, the Owner will schedule the Initial-Sub-District Meeting and following the Initial-Sub-District Meeting, in accordance with the Sub-District Submittal timeline. Notwithstanding the requirements of Development Agreements and Concept Platting in the City Code, Owner will provide the following information when submitting the Subdivision Concept Plat application:
  - a. The Permitted Zoning District chosen from the menu of permitted uses on Table “1” for each parcel of each Planning Area within the Sub-District;
  - b. Traffic Impact Analysis (per Section 7.01 of this Agreement);
  - c. Oversize construction participation agreements (if any);
  - d. An updated Concept Plan (Exhibit B);
  - e. An updated Sub-District Map (Exhibit B-1); and
  - f. A copy of the proposed Memorandum of Agreement between the Sub-District and the City which is required per Section 19.01(a)(iii.).
- C. Preliminary Subdivision Plat. Owner will submit a Preliminary Subdivision Plat in accordance with the requirements of the City Code, either (i) concurrently with the submittal and review of the application of the Subdivision Concept Plat, or (2) following City approval of a Subdivision Concept Plat. A Preliminary Subdivision Plat may be submitted for all or any portion of a Subdivision Concept Plat.
- D. Final Plat. Owner will submit a Final Plat in accordance with the requirements of the City Code, either (1) concurrently with the submittal and review of the Preliminary Subdivision Plat, or (2) following City approval of a Preliminary Subdivision Plat. A Final Plat may be submitted for all or any portion of a Preliminary Subdivision Plat.



**ARTICLE V**  
**CONCEPT PLAN AND FACILITIES**

**Section 5.01 Concept Plan and Permitted Uses.** All development within the Property shall comply with (i) the Concept Plan attached hereto as Exhibit B, (ii) Table 1 in Section 4.02 of this Agreement and Tables 2 and 3 in Section 8.01 of this Agreement, (iii) the City Codes (as modified by Exhibit C, Development Waivers, in accordance with Section 2.02 of this agreement, and otherwise by this Agreement), (iv) the Roadway Design Standards and Typical Cross Sections described in Exhibits E and E-1, and (v) the terms and conditions of this Agreement.

**Section 5.02 Future ISD Facilities.** The areas generally depicted on the Concept Plan as ‘Schools’ shall be dedicated to either the Lockhart ISD (“LISD”) or the San Marcos ISD (“SMISD”) (LISD and SMISD are collectively referred to herein as “ISD”) for use as either an elementary or middle school. Such dedication to occur at a time that shall be mutually agreed upon between the Owner and the ISD, but no sooner than a period of three (3) years after the time the Subdivision Concept Plat for that parcel is approved, and no later than five (5) years after the date the Preliminary Subdivision Plat for that parcel is approved. If the ISD district fails to accept the property within the foregoing timeframes, then the property may be developed in a manner compatible with adjacent uses, as shown in Exhibit B.

**Section 5.03 ESD/Future COSM Public Safety Facility.** The Primary Owner shall reserve two (2) sites located adjacent to a major thoroughfare, in the project within ¼ quarter road miles (measured along public roads) from the locations specified on Exhibit B-2, for the purpose of future locations for fire and EMS facilities (“Public Safety Facility Sites”). Each Public Safety Facility Site shall be a minimum of three (3) acres. In the event that Primary Owner desires to move the Public Safety Facility Site beyond ¼ road miles from the location(s) shown on Exhibit B, this may be done administratively, if the City agrees to the new location; provided, however, if the Primary Owner and the City are unable to reach an agreement regarding the relocation of the Public Safety Facility Site, this will be resolved through the Major Amendment Process outlined in Section 16.01 of this Agreement. The fire and EMS facilities (the “Public Safety Facilities”) to be constructed on the Public Safety Facility Sites will be constructed in accordance with the following schedules:

- (i) Within six (6) months after Cotton Center has reached two thousand (2,000) Residential Utility Connections, either (1) the ESD serving Cotton Center or (2) the ESD serving Cotton Center in conjunction with the Primary Owner; or (3) Primary Owner, shall commence construction of a Public Safety Facility on the Public Safety Facility Sites located within proposed Sub-District 1 as shown on Exhibit B-1, and shall complete construction of such Public Safety Facility within one (1) year following commencement of construction; and
- (ii) Within six (6) months after Cotton Center has reached four thousand (4,000) Residential Utility Connections, either (1) the ESD serving Cotton Center or (2) the ESD serving Cotton Center in conjunction with the Primary Owner, or (3) Primary Owner shall commence construction of the second Public Safety Facility on the Public Safety Facility Site located within proposed Sub-District 4 as shown on Exhibit B-1, and shall complete construction of such Public Safety Facility within one (1) year following commencement of construction.

- (iii) The City shall have the ability to withhold any Preliminary Subdivision Plat or Final Plat if the construction of the Public Safety Facility has not commenced within six (6) months or has not been completed within one (1) year following commencement.
- (iv) Sub-District Numbering. It is hereby acknowledged that the references to Sub-Districts are meant to include the area generally in those Sub-Districts as shown on Exhibit B-1 attached hereto and not the actual Sub-Districts, as they may be renumbered and relocated in the future, in accordance with Section 4.01 of this Agreement.

All such Public Safety Facilities constructed on the Public Safety Facility Sites must be constructed to City of San Marcos specifications as shown on Exhibit H attached hereto.

**ARTICLE VI**  
**OPEN SPACE AND PARKLAND**

**Section 6.01 General Open Space and Parkland Requirements.**

- A. Open Space, Established. Open Space shall mean all Neighborhood Parks, Community Amenity Center(s), Pocket Parks, Drainage Ways, trails, Floodplains, and Easements illustrated in Exhibit D. All open space shall be accessible to the general public except for the Community Amenity Center(s) and Pocket Parks, access to which may be limited only to residents of all or a portion of Cotton Center.
- B. Parkland, Established. Parkland shall be further defined as Open Space that is determined by the Parks Board as acceptable for use as an area of active recreation. For purposes of this Agreement, Parkland shall include, but not be limited to Neighborhood Parks, Pocket Parks, and open spaces that contain improved Trails. Parkland shall not include detention ponds, slopes greater than 15%, floodways, Drainage Ways that do not include trails, or all other areas that are determined by the Parks Department as insufficient for active recreation based on the nature or size of the land proposed for open space.
- C. Open Space General Area Requirements. A minimum of 20% of the total land area of Cotton Center shall be devoted to Open Space; provided, however, each Sub-District is not required to devote 20% of its land area to Open Space.
- D. Parkland General Requirements. A minimum of 50% of the open space within any Sub-District shall be devoted to Parkland at the time of Subdivision Concept Plat. Parkland shall be approved by the Parks Department as acceptable for use as an area of active recreation, prior to approval of Subdivision Concept Plat.
- E. Open Space and Parkland Ownership and Maintenance Prior to Annexation by the City. All Open Space and Parkland within all phases of Cotton Center shall be owned and maintained by the Owner, the HOA or MUD prior to annexation by the City.
- F. Open Space and Parkland Ownership and Maintenance following Annexation by the City. Following annexation by the City, the ownership and maintenance of Open Space and Parkland shall be in accordance the Sections 6.02 and 6.05 below.
- G. ¼ Mile Distance. All Residential Lots shall be within ¼ mile of any one of the following: Neighborhood Park, Pocket Park, Amenity Center, or improved trails constructed of concrete, asphalt or other material approved by the San Marcos Parks and Recreation Department.

**Section 6.02 Open Space, Parkland, and Facilities**

**A. *Community Amenity Center(s).*** This center serves as the gathering space and recreation center for the residents of the entire Cotton Center community. It shall be a minimum of three (3) acres. On-site parking shall be provided, as well as parking on adjacent streets. Facilities shall include a hardscaped plaza, shade structures, restrooms, picnic tables, playground equipment, pool, and meeting room(s), and may include a basketball court(s). On-Site Trees shall be provided at a rate of one (1) tree per 1,000 square feet of undeveloped area and shall be a minimum of two (2) inch caliper. A minimum of 50% of required trees must be shade trees. It is hereby acknowledged that there may be more than one Community Amenity Center within Cotton Center. Owner, the HOA, or the MUD will maintain the Community Amenity Center(s) before and after annexation, as shown in Section 6.05.

**B. *Neighborhood Parks.*** Neighborhood Parks serve as the gathering space and recreation center for the surrounding neighborhoods. Neighborhood Parks are also intended to become City Owned Parks following annexation. Owner, the HOA, or the MUD will maintain the Neighborhood Parks prior to Annexation and the City will maintain the Neighborhood Parks after annexation, as shown in Section 6.05. Therefore, criteria for Neighborhood Parks shall ensure that said facilities will be of a size and character that is appropriate for acceptance by the City following annexation. The following provisions apply to Neighborhood Parks:

1. There shall be a minimum of five (5) Neighborhood Parks in Cotton Center and more than one (1) Neighborhood Park may be provided within a single Sub-District.
2. Neighborhood Parks shall be platted lots and remain "Common Area" until annexation and transfer of ownership occurs, following annexation by the City.
3. At least five (5) Neighborhood Parks shall be a minimum of 8 acres (unless reduced in accordance with Section 16.01b.).
4. Ninety (90%) percent of single-family residential lots shall be no more than one-half (1/2) mile from any Neighborhood Park (measured from the outside boundaries of the neighborhood park).
5. Neighborhood Parks shall be bounded by an improved public street on at least one side.
6. Neighborhood Parks shall provide street trees within the first twenty feet (20') of the park site behind the right-of-way spacing at a rate of one (1) tree per 40 lineal feet of street frontage. The remainder of the park shall be planted at a ratio of one (1) tree per 5,000 square feet of remaining gross park area. The HOA or the MUD will be responsible for irrigating these newly installed trees for up to two (2) years following planting. All trees shall be shade trees selected from the City's Approved List and shall be a minimum of two inches (2") in caliper size at time of planting.
7. Neighborhood parks shall contain a combination of turf, landscape and groundcover, and hardscape areas.
8. There shall be no on-site parking requirement within Neighborhood Parks, unless facilities for structured recreation and community events like recreational fields and courts, swimming pools, and community rooms are provided.

9. Additional Neighborhood Parks may be created at the option of Owner for use by the community without restriction as to size. Additional Neighborhood Parks that do not meet the minimum standards of San Marcos Parks and Recreation Department shall be maintained by the HOA.
10. Trails within Neighborhood Parks provide for pedestrian and bicycle routes within neighborhood parks. These provide the opportunity to enjoy the open space amenities and are for exercise and mobility. Trails within Neighborhood Parks shall:
  - a. be surfaced in concrete, decomposed granite, or other material, and to the extent practical aligned to connect with sidewalks, pocket parks, schools, and retail centers, as well as Trails located within Drainage Ways, Floodplains and Easements as conceptually shown on Exhibit D.
  - b. be a minimum ten (10) feet in width in order to comfortably provide enough space for both pedestrians and bicyclists.
  - c. provide trees at a rate of one (1) tree per 50 linear feet of trail (excluding trails along street frontages, where trees are also required along such street frontage by another provision of this Agreement); minimum 2 inch caliper tree.
  - d. Trails using materials other than those approved by City Code shall be the responsibility of the HOA for all future maintenance.

**C. *Pocket Parks.*** These parks are dispersed throughout the community to meet the daily recreational needs of families; particularly those with small children. They are generally located within individual neighborhoods. Owner, the HOA, or the MUD will maintain the Pocket Parks before and after annexation, as shown in Section 6.05. Pocket Parks shall:

1. be a minimum size of one-quarter (1/4) acre.
2. contain a combination of turf, landscape and groundcover.
3. be bounded by an improved public street on at least one (1) side.
4. provide adequate lighting.
5. provide programing elements consistent with Section 6.04.
6. provide street trees within the first twenty feet (20') of the park site behind the right-of- way spacing at a rate of one (1) tree per 30 lineal feet of street frontage. The remainder of the park shall be planted at a ratio of one (1) tree per 1,000 square feet of remaining gross park area. The HOA will be responsible for irrigating these newly installed trees for up to two (2) years. All trees shall be shade trees selected from the City's Approved List and shall be a minimum of two inches (2") in caliper size at time of planting.
7. provide on-street parking on adjacent street frontages.
8. not be required to have trails.

A minimum of 25% of Pocket Parks shall provide play equipment.

**D. Drainage Ways.** Drainage Ways are linear open spaces within the various residential neighborhoods and may provide pedestrian and bicycle amenities, as well as storm-water conveyance, as conceptually shown on Exhibit D. They may contain a combination of native landscape and groundcover, minor turf areas, trails and benches. Owner, the HOA, or the MUD will maintain the Drainage Ways before and after annexation, as shown in Table 6.05. Drainage Ways shall:

1. be of sufficient width to convey drainage.
2. be platted lots and remain “Common Area” owned and maintained by the Cotton Center HOA or the MUD.
3. Trails within Drainage Ways also provide a secondary pedestrian and bicycle route off of neighborhood streets and primary thoroughfares. These provide the opportunity to enjoy the open space amenities and are for exercise and mobility, as well as getting between origins and destinations within the community. Trails within Drainage Ways, where conceptually indicated on Exhibit D, shall:
  - a. be surfaced in concrete, asphalt, decomposed granite with curbing or other siding designed to minimize waste out of decomposed granite, or other materials approved by the San Marcos Parks Department and aligned to connect with Neighborhood Parks, Pocket Parks, Schools, Retail Centers, as well as trails located within Floodplains and Easements.
  - b. be a minimum six (6) feet in width.
  - c. provide trees at a rate of one (1) tree per 50 linear feet of trail; minimum 2 inch caliper tree.

**E. Easements and Floodplain.** Easements and Floodplain refer to open space which contains electrical or other utility or drainage facilities and shall be maintained by the grantee of the easement and the Owner, the HOA, or MUD. These shall contain trails as conceptually shown on Exhibit D, provided the grantee allows trails. Trails within easements and floodplains provide a tertiary pedestrian and bicycle route. These provide the opportunity to enjoy the open space amenities and are for exercise and mobility, as well as getting between origins and destinations within the community. The grantee of the easement and the Owner, the HOA, or MUD will maintain the Easements and Floodplain before and after annexation, as shown in Table 6.05. Trails within Floodplain and Easements shall:

- a. be surfaced in concrete, asphalt, decomposed granite with curbing or other siding designed to minimize waste out of decomposed granite, or other materials approved by the San Marcos Parks Department and aligned to connect with neighborhood parks, pocket parks, schools, retail centers, as well as Trails located within Drainage Ways and easements.
- b. be a minimum of five (5) feet in width to accommodate pedestrians.

### **Section 6.03 Additional Provisions Relating to Open Space.**

**A. Platting.** All land proposed for dedication as open space shall be designated on the Subdivision Concept Plat and subsequent Preliminary Subdivision Plat(s) and Final Plat(s) for that Sub-District.

- B. Reservation of Open Space.* Each Subdivision Concept Plat will include a calculation of the amount of Open Space contained on that Subdivision Concept Plat and the amount of Open Space that was identified on prior Subdivision Concept Plats. As stated in Section 6.01(B) of this Agreement, twenty (20%) percent of the total land area of Cotton Center shall be devoted to Open Space, but each Subdivision Concept Plat does not need to have twenty (20%) percent of its land area be identified as Open Space. The amount of Open Space contained on the Final Subdivision Concept Plat must include enough Open Space, such that the amount of Open Space on the Final Subdivision Concept Plat when added to all the Open Space on the previous Subdivision Concept Plats results in a at least twenty (20%) percent Open Space for all of Cotton Center.
- C. Drainage and Storm Water Detention Facilities in Open Space.* No private drainage or storm water detention facilities or amenities not directly serving park purposes shall be permitted within (but may be adjacent to) Neighborhood Parks or Pocket Parks.

#### **Section 6.04 Open Space and Parkland Programming**

The improvements shown below are meant to demonstrate the mandatory, optional, and discouraged improvements required in their respective Open Space classifications.

#### **Section 6.05 Open Space and Facilities Maintenance**

Designation	Total Acres	Owned & Maintained by Owner HOA/MUD prior to Annex	Owned and Maintained by City after Annex	Dedicated to ISD at appropriate time	Owned & Maintained by HOA post Annex	Owned by City Maintained by HOA post annex	Total Area Maintained by HOA post Annex	Total Recreational Opportunity
Neighborhood Park	40	40	40					40
Community Amenity Center	5.2	5.2			5.2		5.2	5.2
Pocket Parks	5	5			5		5	5
Trails / Drainage ways	225	225				225	225	225
Flood Plain / Open Space	258.1	258.1				258.1	258.1	258.1
	<b>533.3</b>	<b>533.3</b>	<b>40</b>		<b>10.2</b>	<b>483.1</b>	<b>493.3</b>	<b>533.3</b>

M	Mandatory Improvement
O	Allowed Optional Improvement
D	Discourage Improvement

Facility	Community Amenity Center & Park	Neighborhood Park	Pocket Park Option A	Pocket Park Option B	Pocket Park Option C	Open Space, Drainage Way	Open Space Easement	Open Space Floodplain
Trails	M	M	O	O	O	M	O	O
Park Identification Signage	M	M	O	O	O	M	O	O
Way Finding	M	M	O	O	O	M	O	O
Landscaping	M	M	M	M	M	M	O	O
Trees	M	M	M	M	M	M	D	D
Bike Rack	M	M	O	O	M	O	D	D
Seating (benches )	M	M	O	O	M	O	O	O
Picnic Tables	M	M	O	O	M	D	D	D
Grills	M	M	O	O	O	D	D	D
Drinking Fountain	M	M	O	M	O	D	D	D
Pet Fountain	M	M	O	O	O	D	D	D
Trash Receptacles	M	M	O	M	O	O	D	D
Pet Waste Receptacles	M	M	M	M	M	M	D	O
Restrooms	M	M	D	D	D	D	D	D
Playscape	M	M	O	M	O	D	D	D
Gazebo	O	O	O	O	O	D	D	D
Shade Structure	O	O	O	M	O	D	D	D
Exercise Equipment Circuit	D	O	O	O	O	O	D	D
Multi-Purpose Court	O	O	O	O	O	D	D	D
Multi-Purpose Fields	D	M	D	D	D	D	D	D
Volleyball (Sand) Court	O	O	D	D	D	D	D	D
Pavilion with Restrooms	M	D	D	D	D	D	D	D
Dog Park	O	O	D	D	O	D	D	D
Environmental Education	M	M	O	D	D	M	D	O
Sports Lighting	O	D	D	D	D	D	D	D
Parking	M	O*	D	D	D	M	D	D

\* Pursuant to 6.02.B.8 above

Pocket Park Option A would be passive

Pocket Park Option B would have a playscape (no less than 25% of all Pocket Parks must meet Option B)

Pocket Park Option C would have benches and picnic tables (no less than 25% of all Pocket Parks must meet Option C)



## **ARTICLE VII**

### **CIRCULATION AND CONNECTIVITY**

**Section 7.01 General Provisions.** Circulation and Connectivity within Cotton Center will consist of a network of Boulevards, Avenues, and Neighborhood Streets.

The Parties acknowledge that prior to or concurrent with the submittal of the each Subdivision Concept Plat application for development on the Property or any portion thereof (1) a Traffic Impact Analysis (the “TIA”) will be required, and (2) the City shall approve of the scope of the TIA, and such scope shall be evaluated based on the traffic impacts of the development proposed within the Subdivision Concept Plat on the internal and external roadway networks and not just on the roadway infrastructure within the individual Subdivision Concept Plat. Each TIA for succeeding Subdivision Concept Plats shall include the traffic generated by the preceding Subdivision Concept Plat.

Upon approval of this Agreement, City agrees that the arterial and collector roadway network shown on the Concept Plan will be incorporated into to the City’s Thoroughfare Plan. The City hereby agrees that streets can be designed in accordance with the City Code (as modified by Exhibits E, E-1, E-2 and E-3) and/or the Roadway Design Standards and typical cross sections described herein and as depicted on Exhibit E-1 attached hereto.

**Section 7.02 Ownership, Dedication and Maintenance of Rights of Way Following Annexation.** Following annexation, ownership and maintenance of all public roads shall be transferred to the City of San Marcos.

**Section 7.03 Street Section Design.** Streets within Cotton Center shall consist of three primary street types: “Boulevards,” “Avenues”, and “Neighborhood Streets”. Street sections shall be designed according to Exhibits E and E-1 of this document. Locations of these street sections shall adhere to Exhibit E-3.

- A. *Boulevards.* Boulevards are the primary thoroughfares within and adjacent to Cotton Center. Boulevards shall consist of either 2 or 4 lanes of traffic with median or turn lanes depending upon travel demand. Thoroughfares shall be improved to the standards shown in Exhibit E-1 and established by a Traffic Impact Analysis.
- B. *Avenues.* Avenues are the secondary thoroughfares within Cotton Center. They are intended to serve residential, commercial and industrial land uses. Avenues shall adhere to the specifications contained in Exhibit E-1 and established by a Traffic Impact Analysis.
- C. *Neighborhood Streets.* Neighborhood Streets are the tertiary thoroughfares within Cotton Center that are intended to serve residential neighborhoods. Neighborhood Streets shall adhere to the specifications contained in Exhibit E-1 and established by a Traffic Impact Analysis.

**Section 7.04 Bicycle Circulation.** Boulevards and Avenues will be designed to accommodate bicycles. As illustrated in Exhibit E-1, all Boulevards shall have shared paths to accommodate both pedestrians and bicyclists. Some Avenues may have dedicated cycle tracks. Avenues adjacent to industrial uses shall not be required to construct dedicated cycle tracks.

**Section 7.05 Intersection Design.** All street intersections within Cotton Center will be designed to provide comfort and protection to pedestrians.

**Section 7.06 Cul-de-Sac Design.** Cul-de-Sac's are circular turn-arounds at the end of short, dead end streets. Cul-de-Sacs Design shall conform to Exhibit E-1 and the standards described below.

*A. Cul-de-Sac Design Standards.*

1. Landscape areas shall be provided within the circular area of the cul-de-sac to include at least one (1) street tree of between 2" – 4" caliper.
2. Cul-de-sacs shall not be more than 450 feet in length unless it is not feasible to design them in any other length. In no case shall the cul-de-sacs be designed more than 500 feet in length unless approved by the City Engineer for specific reasons concerning site constraints such as avoidance of environmentally sensitive areas, topography or engineering design.
3. Cul-de-sacs shall have a right-of-way radius of 60 feet.
4. Cul-de-sacs shall include sidewalk pedestrian access from the end of cul-de-sac to the next adjoining street.
5. Construction of cul-de-sacs shall include proper signage at the entrance to inform drivers that the street is not a through street.

**Section 7.07 Alleys.** In effort to produce more traditional neighborhood design within Cotton Center, alleys shall be required in certain circumstances and provide the opportunity to have rear/alley loaded lots and housing types.

*A. Alley Requirements and Design Standards.*

1. Alleys shall be required adjacent to all lots with 40' or less street frontage.
2. When present, above ground and underground utilities such as water, sewer and electrical shall be located within alleys.
3. Alleys shall comply with Exhibit E-1.

**Section 7.08 Driveways.** In effort to enhance and preserve specific streetscapes, reduce vehicular congestion along primary thoroughfares, and provide for the comfort and safety of pedestrians, driveways will be prohibited at certain locations within Cotton Center.

*A. All Driveways.*

1. Driveway access shall be prohibited along 2-Lane Boulevards that serve as major collectors as shown on Exhibit E-2.
2. Where 2-Lane Boulevards serve as minor collectors or neighborhood roads, driveway access is permitted.  
Residential driveways shall not exceed eighteen (18) feet in width.

*B. Driveways for Residential Use*

1. When an improved alley is provided, all vehicular access shall take place from the alley. Access may be taken from the side street on corner lots.

2. All lots 40 feet or less in width are required to take vehicular access from an alley.
3. No residential lot may have more than two (2) driveways on the same street. Multiple driveways that service one (1) lot may be no closer than 40 feet to each other.
4. No Non-alley loaded driveways may intersect a street no closer than 20 feet from the intersection of two (2) street rights-of-way.
5. Driveways must be located a minimum of 3.5 feet from the side lot line. However, a driveway may be located on the lot line closer than 3.5 feet if it is shared with an adjacent lot.
6. Parking and driveway areas shall not constitute more than 40% of the area between the front building line and the front property line.

*C. Driveways for Mixed-Use and Nonresidential Uses*

1. If on-site parking areas can be accessed from an improved alley, access from the alley is required and new curb cuts along the public right-of-way are not allowed.
2. Driveways are allowed based on the property frontage of any street. Additional driveways require approval from the Director.
3. Driveways accessing up to 80-foot wide street rights-of-way must be spaced 200 feet apart centerline to centerline and driveways accessing more than an 80-foot wide street right-of-way must be spaced 300 feet apart centerline to centerline.
4. A driveway serving any non-residential use or multi-unit living shall not be permitted to access neighborhood local streets unless the proposed access point is the lesser of 300' from an avenue, boulevard or parkway, or the intersection of another public street.
5. Driveways may intersect a street no closer than 50 feet from the intersection of 2 street rights-of-way, not including an alley.
6. Nothing in this section shall prevent all site access to any property.

**Section 7.09 Block Standards.** The following Block Standards shall apply:

A. Residential blocks must have sufficient width to provide for 2 tiers of residential lots, except where single tier lots are required to accommodate single-loaded streets where across from a public park or open space, to allow for unusual topographical conditions or when adjacent to the outer perimeter of a subdivision.

B. The maximum block perimeter shall be 3,000 feet measured along the edge of the property adjoining the public right-of-way (excluding an alley), except for the measurement of dead-end streets, which are measured from intersecting centerlines.

C. The maximum block perimeter may be extended by 50% where the block includes a pedestrian passage or an alley that connects the 2 streets on opposing block faces. Pedestrian passages and alleys may connect dead-end streets.

D. A block may be broken by a civic building or open lot, provided the lot is at least 50 feet wide and deep and provides a pedestrian passage that directly connects the 2 streets on each block face.

E. Within a single phase of any Concept Plat, individual block perimeters may exceed the maximum by 25% provided that the average of all block perimeters in the phase does not exceed the maximum

F. The Director of Engineering may waive the block perimeter requirements or maximum dead-end street lengths when steep slopes in excess of 25% exist and/or where freeways, waterways, railroad lines, preexisting development, tree conservation areas, stream buffers, cemeteries, open space or easements would make the provision of a complete block infeasible.

G. Where the block pattern is interrupted by public parkland, that is open and accessible to the public, pedestrian access points to the parkland shall be provided with a minimum spacing equal to ½ of the maximum block perimeter.

**Section 7.10 Access.** The following Subdivision Access Standards shall be applied.

**A. Stub Streets.**

1. Where a development adjoins unsubdivided land, stub streets within the new subdivision shall be extended to the meet maximum block perimeter standards.
2. The stub street must be extended to the boundary of the abutting property to the point where the connection to the anticipated street is expected.
3. Stub streets must be located so that the portion of the block perimeter located on the subject property does not exceed 50% of the applicable block perimeter maximum.
4. If a stub streets exists on an abutting property, the street system of any new subdivision must connect to the stub street to form a through street.
5. When the entirety of a creek crossing is in the subdivision, the crossing must be in a single phase in its entirety.
6. Where a stub street is provided, a barricade using a design approved by the Director must be constructed at the end of the stub street, pending the extension of the street into abutting property. A sign noting the future street extension shall be posted at the applicant's expense.
7. The Director may eliminate the requirement for a stub street when:
  - a. Steep slopes in excess of 25%; freeways, waterways, railroad lines, preexisting development, stream buffers, cemeteries, open space or easements would make the provision of a stub street infeasible; or
  - b. A high intensity nonresidential use is located adjacent to a proposed residential subdivision.

**B. Cross Access.**

1. All lots abutting a street other than a neighborhood street shall comply with the following standards:

- a. Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;
- b. When an abutting owner refuses in writing to allow construction of the internal vehicular circulation on their property, a stub for future cross-access shall be provided as close as possible to the common property line.

**Section 7.11 Street Trees.** Street trees shall refer to trees that are located within the public right-of-way within the landscape buffer area that separates the sidewalk from travel lanes or on-street parking. All streets constructed within and adjacent to Cotton Center shall provide street trees and shall be further subject to the requirements listed below as shown on Exhibit E-2 and further described below.

*A. Boulevard, Street Tree, and Tree Requirements.*

1. Street trees shall be provided within the landscape buffer zone(s) of 4-Lane Boulevards at a rate of one (1) shade tree per 50 lineal feet of street frontage and be spaced at 50' on center; minimum 2 inch caliper.
2. Street trees shall be provided within the landscape buffer zone(s) of 2-Lane Boulevards, and when used as a Neighborhood collector road at a rate of one (1) shade tree per 50 lineal feet of street frontage and be spaced one at 50' center; minimum 2 inch caliper.
3. Center medians shall be landscaped with low maintenance drought tolerant plants.

*B. Avenue Street Tree Requirements.*

1. Industrial Uses abutting Avenues: Street trees shall be provided at a rate of one (1) shade tree per 50 lineal feet of street frontage and be spaced at 50' on center; minimum 2 inch caliper.
2. All other Uses Abutting Avenues: Street trees shall be provided at a rate of one (1) shade tree per 50 lineal feet of street frontage and be spaced at 50' on center; minimum 2 inch caliper.

*C. Neighborhood Street Tree Requirements.*

1. Street Trees shall be provided on residential lots 50 feet in width or less located along a Neighborhood Street, at a rate of one (1) shade tree per lot; minimum 2 inch caliper.
2. Street Trees shall be provided on residential lots greater than 50 feet in width located along a Neighborhood Street, at a rate of one (1) shade tree per 50 feet of street frontage. In any case when the presence of a driveway makes it difficult to place street trees, required street trees shall be placed within the front yard setback.

*D. Installation and Maintenance of Street Trees.*

1. Street Trees located along all Boulevards and Avenues (i.e. not Neighborhood Streets) shall be maintained by the HOA and be watered with an HOA installed, monitored and maintained irrigation system for a minimum of two (2) years.
2. Street Trees along Neighborhood Streets are covered under the 2 year maintenance bond required by the City.

**ARTICLE VIII**  
**LOT STANDARDS AND SITE DESIGN**

**Section 8.01 Lot Standards.**

- A. *Lot Standards Applicability.* All District Land shall comply with the Site Development Regulations provided in Table 1 of Section 4.02, and Table 2 and Table 3 of this Section 8.01. These Standards modify the requirements of the City Code. The ***bold italicized*** standards are exceptions to the City's required dimensional and lot standards. Except and unless expressly varied by Exhibit C, Table 2 and/or Table 3, the Property and the Project shall be subject to all applicable requirements of the City Code.
- B. *Additional Lot Standards.*
1. All lots shall have frontage on a public street.
  2. Lots that are occupied or are intended to be occupied shall conform with the minimum lot size, width, and depth requirements provided in Table 2 and Table 3.

TABLE 2: Residential Use Regulations

	Residential Uses											
	Single Family						Multi-family					
Standard Category	SF-11	SF-6	SF-4.5 (1)	D*	DR*	TH (2)	PH-ZL (3)	MF-12	MF-18	MF-24	VMU	MU
Lot/Parcel Area, Minimum Sq. Ft.	11000	6000*	4500' 4000' (A, B)	11000	5400	2500*	4000	*	*	12000	4000	6000
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	20	20
Lot/Parcel Area, Maximum Acres												
Units per Acre, Maximum/Gross Acre	3.0	5.5	7.5	6.0	6.0	6/12	7.5	12.0	18.0	24.0	40	5.5
Lot Frontage, Minimum Feet	80	35	35	60	40	25	35	40	60	60	35	50
Lot Width, Minimum Feet	80	50'	50' 40' (C)	90	50	25	40	60	70	60	40	50
Front Yard Setback, Minimum Feet	30	25	20 15 (D)	25	25	20 10 (A)	20 15 (A)	25	25	25	0	25
Side Setback, Minimum Feet, Interior	10	5	5	5	5	0'	0/10'	10	10	10	0	7.5
Side Setback, Minimum Feet, Corner	15	15	15	10	15	12 10 (B)	10	15	15	15	0	15
Rear Yard Setback, Minimum*	20%	20 ft.	15 ft. 5 ft. (E)	20 ft.	15 ft.	10 ft. 10 ft. 5 ft. (C)	10 ft.	10 ft.	10 ft.	10 ft.	5 ft.'	5 ft.'
Lot Depth, Minimum Feet	100	100	90	100	90	N/A	85	100	100	100	100	100
Impervious Cover, Max. %	40%	50%	60%	75%	75%	70% 80% (D)	75%	75%	75%	75%	85%	60%
Building Height, Maximum Stories*	2	2	2	2	2	2	2	4	4	4	4	4
Other Requirements							(B)					

Exceptions are denoted by **[Bold Italics]**

#### Footnotes for Variance Requests to Zoning Code

- (1) SF-4.5 Variance to this zone to allow for **Conventional and Alley-loaded lots that are 4,000 SF or greater** in size.
  - (A) Reduce minimum lot size to 4,000 sq. ft. to allow for greater stratification of product sizes.
  - (B) Corresponding change to minimum lot size for corner condition.
  - (C) Corresponding change to minimum widths for interior and corner lots.
  - (D) Allow for a 15 ft. front setback for alley-loaded condition.
  - (E) Reduce rear setback to 5 ft. for alley-loaded lots to discourage parking in driveways and blocking alley.
- (2) TH Use for **townhomes as either condominiums consisting of multi-unit buildings or units on individual lots**.
  - (A) Reduce front yard setback to 10 ft. for alley-loaded condition; 15 ft. for front-loaded (20 ft. to face of garage).
  - (B) Reduce street-side setback to 10 ft.
  - (C) Back-to-back front-loaded townhomes should have a 10 ft. rear setback. Alley-loaded townhomes should have a 5 ft. rear setback.
  - (D) Increase maximum impervious cover to 80 percent.
- (3) PH-ZL Use this zone for **zero-lot-line and patio home configurations with lots as narrow as 35 ft.**
  - (A) Reduce front setback to 15 ft. for both front- and alley-loaded conditions.
  - (B) Section 4.2.1.10 (h) (2) - Modify to allow the end/corner lot abutting a street to have 10 ft. sideyards on both sides, with entry-side facing the side street.
  - Section 4.2.1.10 (h) (3) - Modify to allow the zero-lot-line side to have fixed translucent glass or glass block windows on the first floor and small operable windows high in rooms on second floor.

#### Additional Notes & Exceptions

- 1) All land uses shall comply with the LDC and the Land Use Matrix (4.3.1.2) except that 4.3.4.5. related to occupancy restrictions shall not apply to any "Residential" or "Multi-family" land use.

TABLE 3: Non-Residential Use Regulations

Non-Residential Uses										
Standard Category	P	NC	OP	CC	GC	HC	CBA	U	HI	
Lot/Parcel Area, Minimum Sq. Ft.	N/A	6000	6000	6000	6000	6000	6000	6000	6000	
Lot/Parcel Area, Maximum Acres	N/A	5	5	N/A	N/A	N/A	N/A	N/A	N/A	
Units per Acre, Maximum/Gross Acre	24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Lot Frontage, Minimum Feet	50	50	50	50	50	50	50	50	50	
Lot Width, Minimum Feet	50	50	50	50	50	50	50	50	50	
Front Yard Setback, Minimum Feet	25	20	20	20	20	25	0*	20	20	
Side Setback, Minimum Feet, Interior	7.5	5	5	5	5	10	0	10	10	
Side Setback, Minimum Feet, Corner	15	15	15	15	15	15	0	15	15	
Rear Yard Setback, Minimum*	5ft.*	5ft.*	5ft.*	5ft.*	5ft.*	20ft.	5ft.	10ft.*	10ft.*	
Lot Depth, Minimum Feet	100	100	100	100	100	100	100	100	100	
Impermeable Cover, Max. %	80%	80%	80%	80%	80%	80%	N/A	85%	85%	
Building Height, Maximum Stories*	N/A	*	*	N/A	N/A	N/A*	*	N/A*	N/A	

\* See Chapters 4 and 6 for additional standards or requirements.

\*\* There may be additional standards or requirements for development within the Edwards Aquifer Zone, (Chapter 5, Article 2), the San Marcos River Corridor (Chapter 5, Article 3), developments utilizing development transfer techniques (Section 5.3.1.5), and developments utilizing cluster techniques (Section 5.3.1.5).

#### Additional Notes & Exceptions

- 1) Non-residential uses shall be permitted within planning areas on the Land Use Plan designated as "Residential" if located along thoroughfare corridors or at intersections of thoroughfares and neighborhood collector streets, as appropriate.



**Section 8.02 Site Design.**

A. *Site Design and Lot Orientation.* In order to promote the public realm and produce superior urban design, the following site design and lot orientation requirements shall apply:

1. All lots 40' wide and less shall not have front loaded garages and shall be alley loaded.
2. Driveway access shall be prohibited along any Boulevard that serves as a major collector including the proposed roadways shown on Exhibit E-3.
3. Alleys shall be provided adjacent to all lots fronting a Boulevard that serves as a major collector including the proposed roadways shown on Exhibit E-3.
4. In situations where residential lots back up to a Boulevard, Avenue, or Neighborhood Street, the following measures may be employed: fencecrete, full masonry (brick or stone) or wrought iron with masonry columns (with consistent materials), additional landscape buffer areas, enhanced landscape planting, meandering sidewalks, benches, and the requirement of all residential lots backing to the collector to have at least one shade tree in the back yard.
5. On all lots fifty (50') feet wide or greater, no more than fifty (50%) percent of such lots shall have garage fronts set in front of the plane of the entry to the house. The remaining fifty (50%) percent of lots shall have garage fronts either equal to or set back from the front plane of the house. The fifty (50%) percent threshold (in the two aforementioned sentences) shall be measured within each individual Sub-District.

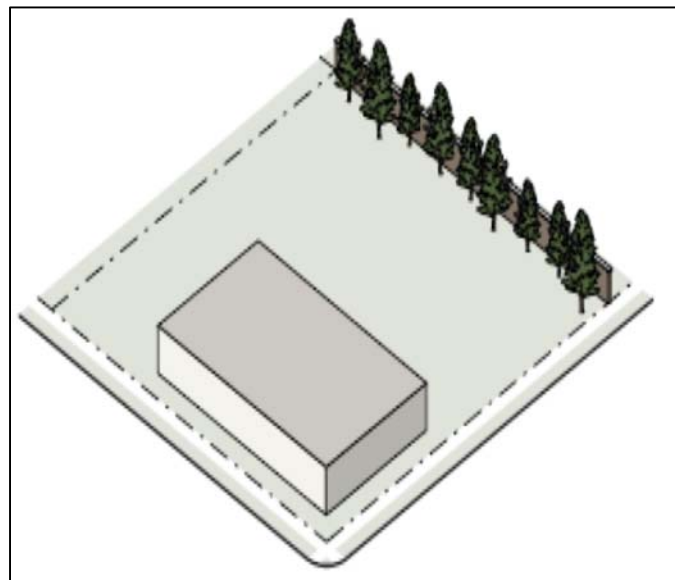
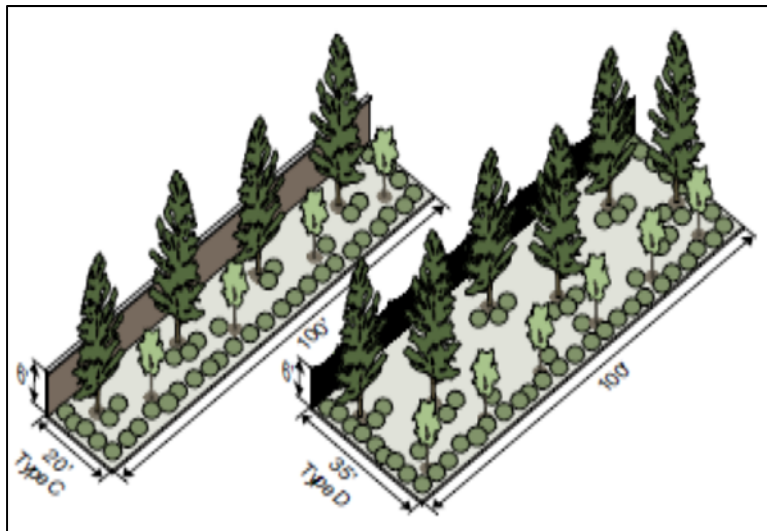
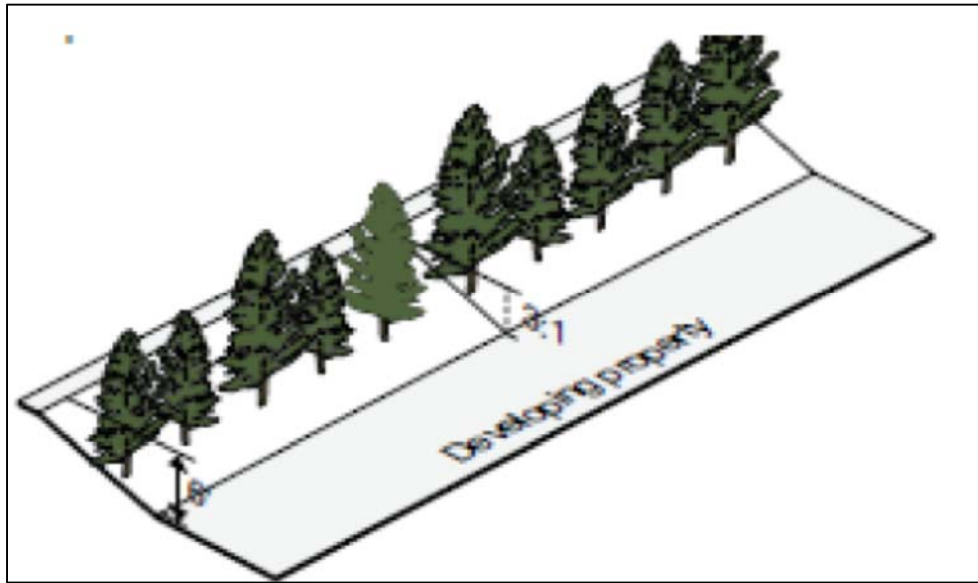
**Section 8.03 Site Design for Non-District Land.** All Non-District Land shall comply with the Site Development Regulations provided in Table 1 located in Section 4.02 of this Agreement.

**Section 8.04 Buffering between Land Uses.**

- A. A transitional protective yard is required where a nonresidential use abuts a residential use along a common property line in accordance with the following:

	<b>Type C</b>	<b>Type D</b>
Depth ( <i>min</i> )	20 feet	35 feet
Fence Height ( <i>min</i> )	Not Allowed	6 feet
Wall Height ( <i>min</i> )	6 feet	Not Required
Shade Trees ( <i>min per 100 linear feet</i> )	4	6
Understory Trees ( <i>min per 100 linear feet</i> )	4	6
Shrubs ( <i>min per 100 linear feet</i> )	40	60

- B. A required buffer must be located within the outer perimeter of the lot, parallel to and extending to the property boundary line. A required buffer must be provided along the entire frontage immediately abutting the property line. Landscaping must be planted on the inside of the required buffer.
- C. A required buffer may not be located on any portion of an existing, dedicated or reserved public right-of-way.
- D. Breaks for pedestrian and bicycle access are allowed. Walkways must cross a buffer at as near a perpendicular angle as practical.
- E. The width of a required buffer is calculated on the average width per 100 feet or portion of buffer. The minimum width of the buffer at any one point cannot be less than one-half the required width of the buffer.
- F. The parking of vehicles and the placement of buildings or structures, except for walls, fences and landscaping is not allowed in a required buffer.
- G. No building or structure on the subject site may be located closer than 10 feet to a required buffer.
- H. In lieu of a required wall or fence, a natural or man-made grade separation of a least 6 feet in elevation may be provided.
  - a. The developing property must be located at an elevation lower than the property to be screened.
  - b. The stabilized side slopes of the grade change may be no greater than 3:1.
- I. Figures illustrating Buffering requirements are located on page 31 of this Agreement



**ARTICLE IX**  
**ARCHITECTURAL DESIGN**

**Section 9.01 Architectural Design.** All single-family residential development within District Land shall comply with City Codes pertaining to architectural design except as specified below and as modified by the Development Enhancements and Waivers contained in Exhibit C.

*A. Exterior Construction and Design Requirements.* In order to generate enhanced architectural design and ensure land use compatibility the following architectural design requirements shall apply:

*B. Residential Variation.* In order to generate more diverse and vibrant neighborhoods, the following standards shall apply on all single-family lots:

1. A separation of at least 4 lots shall be maintained for any floor plan with repeating elevations.
2. Each block face shall contain variety in roof shape/structure design. Variety shall be achieved through the use of gabled roofs, hipped roofs, dormered roofs or gambrel roofs. Additional variation may be achieved with gabled roofs by employing a mix of front/rear facing gabled roofs and side facing gabled roofs as the predominant roof structure type.
3. Each block face shall contain a mix of homes with varied colors. A minimum separation of at least 3 units shall be maintained between repeating houses with similar paint color. Color variation may be achieved through a change in primary material.

**ARTICLE X**  
**PARKING AND ACCESS**

**Section 10.01 On-Site Surface Parking Requirements.** In order to promote the public realm and produce superior urban design, additional standards shall be required in the design and landscaping of all on-site parking areas including school sites and public facilities.

*A. Parking Lot Design.*

1. Large parking areas over 100 spaces shall be divided into smaller “parking blocks” by establishing a clear pattern of internal drives spaced no more than 500 feet apart. Internal drives shall incorporate pedestrian and landscape amenities such as street trees and sidewalks.
2. Pedestrian walk ways will be provided within large parking areas, and spaced no more than 500’ apart. Pedestrian ways will be wide enough for at least a 5’ pedestrian walk with supplemental landscaping for shaded pedestrian access from the parking lot to the surrounding buildings with limited interaction with auto traffic.
3. Curbed landscape islands shall be located at the end of each parking block and within each parking aisle at intervals of no greater than one island per 10 spaces. Each landscaped island shall be a minimum 9 feet in width, 200 square feet in area, and contain one (1) shade tree. Islands may be consolidated on double rows of parking. Consolidated islands shall be a minimum of 9 feet in width, 400 square feet in area, and contain two (2) shade trees.
4. A landscape median must be provided between every 6 rows of parking. Intervals may be expanded in order to preserve existing trees. A landscape median island may serve as the location for required pedestrian walkways. A landscape median island without a pedestrian walkway must be a minimum of 6 feet wide. A landscape median island with a pedestrian walkway must be a minimum of 9 feet wide.

*B. Parking Lot Access.*

1. Mutual access shall be required between all parking areas.
2. Lots with under 250 feet of frontage shall gain access from internal parking lot streets.

**ARTICLE XI**  
**BUILDING PERMITS**

All buildings or dwellings constructed on the Property must comply with Chapter 14 of the City’s Codes as it may be amended from time to time in accordance with this Agreement and to the same extent as if the buildings or dwellings were located within the city limits. Building inspections shall be required and may be conducted by a qualified third party inspection service as approved by the City.

**ARTICLE XII**  
**WASTEWATER SERVICE**

**Section 12.01 Wastewater Service.** The City will provide wastewater service to the Property in accordance with the provisions of the City utility ordinances and applicable City Codes, including impact fees and rates applicable to property within the City limits. Cotton Center will provide wastewater collection and conveyance infrastructure in compliance with City Code, policy, and City engineering design criteria suitably sized to handle peak design flows per the criteria. The City reserves the right to oversize the infrastructure at City expense in conformance with the City Code.

The developer or the City may be eligible for pro-rata reimbursement for any extensions and oversizing where that is determined applicable in the City Code.

The developer understands and agrees that the water provider to the development will provide water usage information by service connection account each month for the purpose of determining the appropriate wastewater service charges for billing the customers. Said information shall be provided to the Executive Director of the City of San Marcos Public Services. The developer also understands and agrees the water service provider is required to disconnect water service as applicable in the event of non-payment of wastewater charges to the City for service provided.

Owner anticipates that the Project will require 7,530 LUEs of wastewater from the City. The City hereby agrees to build or expand facilities in order to provide service to the Project up to a maximum of 7,530 LUEs. The Parties acknowledge that all 7,530 LUEs of service will not be available at once, but will be provided by the City on a timely basis to meet the needs of the Project as it builds out over time. At the time of execution of this Agreement, City anticipates and represents in the City's 2015 Wastewater Master Plan, that it will have sufficient wastewater capacity to serve the Project. City further acknowledges that its approval of any Concept Plat of property within the Project shall constitute a representation by the City that it has sufficient wastewater capacity available to serve the platted lots at the time of Concept Plat approval.

If the City refuses or is unable to build or extend facilities to provide wastewater service on a timely basis as provided above the City shall be in default and Owner shall be entitled to pursue remedies as provided in Section 17.07 below.

Before a neighboring development is allowed to tie-in/use wastewater lines or facilities constructed by Owner, the City shall require the neighboring owner to enter into an agreement requiring the neighboring owner to pay for its pro rata share of the costs of such lines and facilities to the City, which will then be reimbursed by the City to Owner.

**ARTICLE XIII**  
**ECONOMIC DEVELOPMENT INCENTIVES**

**Intentionally Deleted.**

**ARTICLE XIV**  
**ANNEXATION**

**Section 14.01 Annexation by City.**

- a. Except as provided in Subpart b. below, pursuant to this Agreement, the Property shall remain in the ETJ of City and shall be immune from full purpose annexation by City; provided, however, City may annex land within the Municipal Utility District for full purpose during the Term upon the earlier of (a) at least ninety percent (90%) by dollar amount of the total water, sanitary sewer, drainage and road facilities (the “Infrastructure”) for which district bonds may be authorized have been constructed, and the Owner has been fully reimbursed by the district for such improvements in accordance with rules of Texas Commission on Environmental Quality; or (b) the dissolution of such municipal utility district (other than as a result of annexation by the City). If all or any portion of the Property is annexed, the City shall not prevent Owner from using such Property in a manner consistent with the Concept Plan and otherwise in accordance with the terms hereof. Contemporaneously with the annexation of any land within Cotton Center, City will zone any property within Cotton Center consistently with the land uses set forth on the Concept Plan and this Agreement; however, zoning for any developed property shall also be consistent with the land uses in existence on the date of the annexation insofar as practical.
- b. Pursuant to the terms of the Consent Agreement, a Strategic Partnership Agreement (as defined in the Consent Agreement) will set forth the timing and procedures for the City’s annexation of Industrial and Regional Commercial Land portions of the Property in accordance with Section 43.0751 Texas Local Government Code and Section 2.04 of the City Charter. The Strategic Partnership Agreement shall permit the City to impose a sales and use tax on all eligible commercial and retail activities in areas annexed for limited purposes at the same rate it is imposed by the City, and that the City shall pay the Municipal Utility District or Sub-District (as defined in the Consent Agreement) an amount equal to forty percent (40%) of the Sales and Use Tax revenues collected and paid to the City as reflected in sales tax reports provided by the Comptroller to the City and the City will retain the remainder sixty percent (60%).

**Section 14.02 Consent to Future Annexation.** Owner and all subsequent owners of property within Cotton Center voluntarily consent to annexation by the City upon the terms and conditions set forth in this Agreement. Notice to all subsequent owners of the property shall be evidenced by the Memorandum of Agreement attached as Exhibit F which will be recorded in the deed records of Caldwell County within 30 days of the bond election of the Municipal Utility District or any subsequent Sub-Districts. Additionally, a note covering the foregoing will be added to all final subdivision plats.

**Section 14.03 Temporary Housing.** Owner may utilize manufactured or forms of temporary housing, trailers or buildings, together with individual septic systems for the municipal utility district creation and confirmation process. Temporary housing may be located upon any site within the Property for such purpose regardless if the land has been subdivided in accordance with the Applicable Requirements. Temporary housing for the municipality utility district and creation and confirmation process placed within the Project shall be limited to five (5) years for each Sub-District.

**Section 14.04 Directors Lots.** The City agrees that any division of land for initial directors necessary for creation of the Municipal Utility District or any Sub-District shall be exempt from platting requirements.

**Section 14.05 District Notification.** Each Sub-District shall notify City in writing of its new boundaries and the names of its new directors.

1.

**ARTICLE XV**  
**ADDITIONAL LAND**

**Section 15.01 Addition of Land.** Primary Owner may, in the future, desire to add all or a portion of the Additional Land to the Project boundaries and the Property that is subject to this Agreement and all subsequent amendments hereto, and to include such Additional Land in the Municipal Utility District. Primary Owner may add (through an administrative amendment as described in Section 16.01b below) any Additional Land that it owns or acquires to the Project and this Agreement. Primary Owner shall provide City with an updated Concept Plan and Parks Plan depicting the land area, and the land use shall be similar to that of the adjoining land. Prior to submittal of any plat applications for Additional Land, a TIA must be submitted and approved by the City for the Additional Land. City agrees that the Additional Land shall become part of the Project which shall be subject to the terms of this Agreement. This Agreement shall be administratively amended to include the Additional Land.

**Section 15.02 Permitted Use of Additional Land.** Primary Owner shall have the right to designate permitted uses for the Additional Land, which are consistent with the uses of the surrounding Property, as shown on the Concept Plan.

**Section 15.03 Additional Land Density.** If Additional Land is added to the Project boundaries, City agrees Owner is entitled to increase the total number of dwelling units in the following manner: (i) Single Family density shall not exceed eight (8) dwelling units per acre, and (ii) Multi-Family density shall not exceed twenty-four (24) dwelling units per acre of the overall gross site area of any given tract of Additional Land added.



**ARTICLE XVI**  
**AMENDMENTS TO THE AGREEMENT**

**Section 16.01 Amendments.**

a. This Agreement may be amended only by a written agreement signed by City and either (i) Primary Owner, or (ii) all of the then-current owners of all portions of Cotton Center (other than the individual owners of occupied single-family, duplex, townhouse or attached single family residential lots); provided, however, an owner of a portion of Cotton Center (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner, provided that the Primary Owner must be party to such amendment if the Primary Owner then owns any portion of Cotton Center. In addition, as long as the Primary Owner owns any portion of Cotton Center, the Primary Owner and City may amend this Agreement without the joinder of any other landowner.

b. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, Owner may request amendments to the Agreement and/or the Concept Plan from time to time. "Major Amendments" shall be those that (i) increase or decrease the overall number of residential dwelling units by more than ten percent (10%) of the units depicted on the Concept Plan, (ii) a change to the general alignment of the arterial roadways identified on the Concept Plan, or (iii) a change to the Concept Plan that converts more than fifteen percent (15%) of the overall land area (not currently designated for commercial or industrial uses) in Cotton Center to commercial and/or industrial use. Major Amendments to the Concept Plan shall require approval by the City Council. Major amendments are not applied to percent changes between planning areas individually, phases, or Sub-Districts, but to the Property in aggregate. "Minor Amendments" are all amendments that do not meet the definition of Major Amendments. Minor amendments shall be administratively approved by the Director. If the Director and Owner dispute the classification of an amendment as "major" or "minor", the issue shall be referred to the City Manager for determination from the provisions hereof. If the City Manager and the Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Council for final determination of whether the amendment is "minor" or "major." If the classification of the disputed amendment is determined to be Major Amendment, the Council shall decide separately whether to approve the amendment.

c. Amendments to this Agreement or the Concept Plan, whether Major or Minor Amendments, shall not be considered a waiver of vested rights as described in Section 2.02

**ARTICLE XVII**  
**DEFAULT AND REMEDIES FOR DEFAULT**

**Section 17.01 Preventative Default Measures.** City agrees that day to day oversight of the implementation of this Agreement shall at all times during its Term be assigned directly to a member of the City Administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, such City representative shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**Section 17.02 Default.** It shall be a default under this Agreement, if one of the Parties shall fail to perform any of its obligations under this Agreement and such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting party shall notify the other party within ten (10) days of receipt of the notice of the circumstances and the amount of time needed to cure the default. If the defaulting party provides this notice, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question.

**Section 17.03 Default Unique to City.** In addition, City shall be in default under this Agreement if Primary Owner submits a complete application for a proposed development permit, utility service extension, or other development approval with respect to Cotton Center that complies with the terms of this Agreement and the Applicable Requirements, and, after reasonably adequate time for review and processing, the City staff unreasonably withholds the approval or release of the proposed development permit, utility service extension, or development approval that City staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of City to approve a proposed development permit, utility service extension, or other development approval with respect to Cotton Center that complies with the terms of this Agreement and the Applicable Requirements within a reasonable time after submission of a complete application shall constitute a default. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon Cotton Center that are in conflict with the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by a State or federal law, rule, regulation or administrative directive outside of City's control and influence, or authorized by state law, or due to an emergency constituting a threat to the public health or safety, provided that any such requirement, standard, or moratorium due to an emergency will continue with respect to Cotton Center only during the duration of the emergency.

**Section 17.04 Remedies Between City and Primary Owner.** Should any default between Primary Owner and City remain uncured after Notice to the non-defaulting party, then the non-defaulting party, whether Primary Owner or City, may pursue any remedy that is available at law or in equity at the time of the breach (with the exception of damages), including code enforcement, mandamus, injunctive relief, and/or specific performance, provided, however, City may not seek to rescind or otherwise terminate this Agreement. City may withhold further processing or acceptance of applications from Primary Owner that are related to the default by Primary Owner until the default is cured or otherwise resolved. Except as provided in Section 17.07 below, neither party may seek monetary damages against the other party. The remedies listed in this paragraph are cumulative. City hereby waives any sovereign immunity from suit for such default specific to this Agreement.

**Section 17.05 Remedies Between City and Third Parties.** Should any default between a third party (that is, any individual or entity other than the Primary Owner) and City remain uncured after Notice to the other as provided in Section 17.02, City may pursue the remedies listed in Section 17.04 against the third party, and the third party may pursue all remedies listed in Section 17.04 against City, except the City shall not be able to pursue the remedies of termination, rescission, or reverter, such remedies belonging exclusively to the Primary Owner.

**Section 17.06 No Liability For Actions of Others.** Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner, or successor or assign, of any portion of Cotton Center will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

**Section 17.07 Owner Remedies for City Failure to Build Wastewater Facilities.** Notwithstanding anything to the contrary contained herein, if the City refuses or is unable to build or extend facilities to provide wastewater service to the Project on a timely basis as provided in Section 12.01 above, then Owner shall be able to pursue any remedy available at law or in equity (including monetary damages) resulting from the City's failure to extend or build such wastewater facilities. In such event, said monetary damages shall be limited to the actual cost for the construction of the City wastewater facilities that are unable to be used.

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

**Section 18.01 Termination.** This Agreement may be terminated as to all of Cotton Center only by express written agreement executed by City and either (i) Primary Owner, or (ii) all the then current owners of all portions of Cotton Center (other than owners of occupied single family, duplex, townhouse, or attached single family residential lots). This Agreement may be terminated as to a portion of Cotton Center only by express written agreement executed by City and the owners of the portion of land affected by the termination; provided that if Primary Owner still owns any portion of Cotton Center, Primary Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Caldwell County, Texas, a document confirming the termination of this Agreement in sufficient form to cause the release of the Memorandum of Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

**Section 18.02 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. Subject to Section 18.03 below, the terms of this Agreement shall constitute covenants running with the land comprising Cotton Center and shall be binding on all future owners of property in Cotton Center. This Agreement will not be recorded, but a Memorandum of Agreement, in the form attached as Exhibit F, shall be recorded in the Official Public Records of Caldwell County, Texas. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as set forth in this Agreement.

**Section 18.03 Assignment.** Subject to Section 18.03(a) and (b) below, Primary Owner may assign this Agreement with respect to all or part of Cotton Center from time to time to any Party without the consent of the City. Primary Owner shall provide the City thirty (30) days written notice of any such assignment. Upon such assignment or partial assignment, Primary Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of Cotton Center so assigned.

a. This Agreement shall run with the land. Any sale of a portion of Cotton Center or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

b. Except as provided in the subpart (a) above, Primary Owner and all future owners of all or any portion of Cotton Center, including, without limitation, any affiliates of Primary Owner to which all or any portion of the Property is conveyed or contributed, shall have the benefits of this Agreement, and the Property may be developed as set forth herein without notice or approval to the City provided, however, that this Agreement may be amended as set forth herein. In the case of nonperformance by one owner, the City may pursue all remedies against that nonperforming owner, but will not impede development activities of any performing owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing owner's project, in which event the performing owner may also pursue remedies against the nonperforming owner.

**Section 18.04 Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement except as set forth or identified herein. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 18.05 Notice.** It is contemplated that the Parties will frequently engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“**Notice**”) required to be given by one Party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, addressed to the party to be notified, or (iv) by sending same by email with confirming copy sent by one of the other methods described herein. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed email or personal delivery, or the day after deposit with a “next day delivery” service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Primary Owner:           Walton Texas, LP  
                                  c/o Walton Development & Management TX, LLC  
                                  9811 South IH 35 Suite 4-200  
                                  Austin, Texas 78744  
                                  Attention: Becky Collins  
                                  T: (512) 347-7070  
                                  E: becky.collins@walton.com

With a copy to:           Steven C. Metcalfe  
                                  Metcalfe Wolff Stuart & Williams, LLP  
                                  221 West 6<sup>th</sup> Street, Suite 1300  
                                  Austin, Texas 78701  
                                  T: (512) 404-2200  
                                  E: smetcalfe@mwswtexas.com

With a copy to:           Global Holdings, Ltd.  
                                  1650 Tysons Blvd., Suite 1500  
                                  Tysons, Virginia 22101  
                                  Attn: Wayne Souza, General Counsel  
                                  T: ( 703) 639-6914  
                                  E: wsouza@walton.com

With a copy to: San Marcos City Manager  
630 E. Hopkins  
San Marcos, Texas 78666  
T: (512) 393-8000  
E: city\_manager\_info@sanmarcostx.gov

The Parties shall have the right at any time and from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday observed by banks in Hays County, Texas, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

**Section 18.06 Estoppel Certificate.** Within ten (10) business days after receipt of a written request by Owner or a current owner of a tract in Cotton Center, City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Agreement in accordance with its terms; (ii) modifications or amendments (if any) to this Agreement and the substance of such modifications or amendments; (iii) the existence of any default to the best of City's knowledge; and (iv) such other factual matter that may be reasonably requested.

**Section 18.07 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. City, its past, present and future officers, elected officials, employees and agents of City, do not assume any responsibilities or liabilities to any third party in connection with the development of Cotton Center.

**Section 18.08 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays observed by banks in Hays County, Texas; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

**Section 18.09 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected.

**Section 18.10 Waiver.** Any failure by one of the Parties to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 18.11 Applicable Law and Venue.** THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Hays County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

**Section 18.12 Further Assurances.** Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

**Section 18.13 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

**Section 18.14 Counterparts.** This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same. Electronic or .pdf signatures of this Agreement shall be deemed original signatures and have the full force and affect as an original signature.

**Section 18.15 Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**Section 18.16 Effect of Development Agreement.** This Agreement, including all of the related Development Standards, approvals, consents and plans, shall remain in effect for the term of the Agreement regardless of whether all or any portion of Cotton Center is annexed and/or zoned. To the extent this Development Agreement or the Development Standards conflict with the City Code, this Development Agreement and the Development Standards shall control.

**Section 18.17 No Waiver of Governmental Immunity; Governmental Function.** The Owner acknowledges and agrees that the City is a governmental entity engaging in a governmental function. By entering into this Agreement the City does not waive its governmental immunity or the limitations as to damages contained in any applicable statutes.

**ARTICLE XIX**  
**FIRE, EMS, AND POLICE SERVICES**

**Section 19.01 Fire & EMS, and Police Services.** Primary Owner hereby agrees that adequate Fire, EMS Services and Police Services shall be provided for each Sub-District within Cotton Center until the time of annexation. Proof of Adequate Service (defined below) shall be secured and provided to the City prior to Final Plat approval for each Sub-District within Cotton Center.

Adequate Service shall mean the following:

a. With respect to Fire and EMS:

- i. Fire and EMS service shall be available for each Sub-District at levels of service generally applicable to other ESD(s);
- ii. Primary Owner shall have met any then applicable requirements of Section 5.03 of this Agreement;
- iii. At such time as each Sub-District is created, the applicable Sub-District and the City will enter into a Memorandum of Agreement, whereby the applicable Sub-District will agree to reimburse the City for all Fire and EMS Incidents (“Incidents” shall mean fire and EMS incidents that the City responds to within the applicable Sub-District in Cotton Center) that the City responds to. The cost for each Incident shall be in accordance with FEMA’s Schedule of Equipment Rates in effect at the time the Incidents are responded to. Provided, however, the obligation to reimburse under any such Memorandum of Agreement will not take effect until the three-hundred-and-fifty-first (351<sup>st</sup>) Lot in the first Sub-District in Cotton Center is Final Platted.

- (i) The City shall have the ability to withhold the Preliminary Subdivision Plat for any lot exceeding the three-hundred-and-fiftieth (350<sup>th</sup>) lot in a Sub-District in Cotton Center, if the applicable Sub-District and the City have not entered into the aforementioned Memorandum of Agreement.
- (ii) The City shall also have the ability to withhold the Preliminary Subdivision Plat and Final Plat for any lot exceeding the three-hundred-and-fiftieth (350<sup>th</sup>) lot in a Sub-District in Cotton Center, if the applicable Sub-District is not in compliance with any terms of the Memorandum of Agreement.

b. With respect to Police:

- i. At such time as the three-hundred-and-fiftieth (350<sup>th</sup>) lot in Cotton Center is Final Platted, the Primary Owner, the City Police Chief, the County Sheriff, and the applicable Sub-District(s) shall meet to assess the adequacy of police service expected to be provided to Cotton Center (“Police Service Meeting 1”):



1. During the Police Service Meeting 1, the County Sheriff will produce records showing the status of reaching a police service level equal to 1 (one) officer per one-thousand (1,000) residents in the County (“County Sheriff’s Service Goal”);
  2. In the event that the County Sheriff’s Service Goal has not been reached at that time, the applicable Sub-District(s) will be required to contract for, by such time as the three-hundred-fiftieth (350<sup>th</sup>) home is occupied, supplemental police services with the County Sheriff on an hourly basis of no less than 50 hours per week (“Supplemental Police Service 1”). The Supplemental Police Service 1 hourly range shall be relative to the progress of the County Sheriff’s Service Goal;
  3. If it is determined at Police Service Meeting 1 that the County Sheriff’s Service Goal has been reached, the applicable Sub-District(s) shall be under no obligation to contract with the County Sheriff for Supplemental Police Service 1 unless required after Police Service Meeting 2, as discussed below.
- ii. At such time as the five-hundredth (500<sup>th</sup>) lot in Cotton Center is Final Platted, the Primary Owner, the City Police Chief, the County Sheriff, and the applicable Sub-District(s) shall meet to assess the adequacy of police service being provided to Cotton Center (“Police Service Meeting 2”). Following Police Service Meeting 2, a Police Service Meeting shall occur each time five hundred (500) additional lots are Final Platted in Cotton Center (for example the third Police Service Meeting will occur when 1,000 lots are Final Platted, the fourth Police Service Meeting will occur when 1,500 lots are final platted, etc.) (Police Service Meeting 2 and each Police Service Meeting thereafter shall individually and collectively be referred to herein as a “Subsequent Police Service Meeting”):
1. During each Subsequent Police Service Meeting, the County Sheriff will produce records showing the status of the County Sheriff’s Service Goal;
  2. In the event that it is determined at any Subsequent Police Service Meeting that the County’s Sheriff’s Service Goal has not been reached at that time, the applicable Sub-District(s) will be required to contract for, by such time as the five-hundredth (500<sup>th</sup>) home is occupied (or the 1000<sup>th</sup> after the next Subsequent Police Service Meeting, etc.), supplemental police services with the County Sheriff on an hourly basis of no less than 1 officer per shift (each a “Subsequent Supplemental Police Service”). Every Subsequent Supplemental Police Service required shall be relative to the progress of the County Sheriff’s Service Goal in that time frame. Subject to Section iii. below, each such Subsequent Supplemental Police Services required shall continue until the next Subsequent Police Services Meeting (at which time the police services level will be re-evaluated in accordance with subparts 1 and 2 above); and
  3. In the event that it is determined at any Subsequent Police Service Meeting that the County Sheriff’s Service Goal has been reached at that time, the applicable Sub-District(s) shall be under no obligation to contract with the County Sheriff for Supplemental Police Service, until the next Police Service Meeting (at which time the police service levels will be re-evaluated in accordance with subparts 1.-2. above).

- iii. If at any time when a Sub-District is contracting with the County Sheriff for Supplemental Service, the Primary Owner and/or the applicable Sub-District(s) provides evidence from the County Sheriff that the County Sheriff's Service Goal has been met, the applicable Sub-District(s) may terminate the contract with the County Sheriff for Subsequent Supplemental Police Service, until the next Subsequent Police Service Meeting. At the next Subsequent Police Service Meeting, the need for Subsequent Supplemental Police Service will be reevaluated in accordance with subsection ii. above.
  - iv. The City shall have the ability to withhold the Preliminary Subdivision Plat and Final Plat for any lot exceeding the three-hundred-and-fiftieth (350th) lot in a Sub-District in Cotton Center, if the Primary Owner or the Sub-District are not in compliance with the terms described in Section 19.01(b) of this Agreement.
- c. Following annexation of each Sub-District, the City shall provide Fire & EMS, and/or Police Services to all portions of the Sub-District located within the City Limits.

**Exhibit A**  
Description of Cotton Center

2357.9 ACRES  
COTTON CENTER MUD # 1

FN. NO. 14-206 (MJR)  
JUNE 12, 2014  
BURY NO. RO10393210030

### DESCRIPTION

OF A 2357.9 ACRE TRACT OF LAND OUT OF THE WILLIAM PETTUS LEAGUE, ABSTRACT NO. 21, THE THOMAS MAXWELL LEAGUE, ABSTRACT NO. 188, AND THE THOMAS YATES LEAGUE, ABSTRACT NO. 313, SITUATED IN CALDWELL COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO WALTON TEXAS, LP. BY THE FOLLOWING DEEDS OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS:

- A) 91.99 ACRES (PARCEL 1) AND 4.56 ACRES (PARCEL 2) OF RECORD IN VOLUME 643, PAGE 69;
- B) 87.92 ACRES OF RECORD IN DOCUMENT NO. 113576;
- C) 99.03 ACRES OF RECORD IN DOCUMENT NO. 122695;
- D) 358.07 ACRES PORTION OF 573.65 ACRES (TRACT 1) OF RECORD IN VOLUME 524, PAGE 599;
- E) 224.83 ACRES OF RECORD IN VOLUME 556, PAGE 729,
- F) 339.31 ACRES OF RECORD IN VOLUME 556, PAGE 246;
- G) 120.75 ACRES OF RECORD IN DOCUMENT NO. 123755;
- H) 69.19 ACRES OF RECORD IN DOCUMENT NO. 132453;
- I) 47.271 ACRES, 49.330 ACRES, AND 49.325 ACRES OF RECORD IN DOCUMENT NO. 126556;
- J) 70.540 ACRES OF RECORD IN DOCUMENT NO. 131493;
- K) 55.669 ACRES OF RECORD IN DOCUMENT NO. 131492;
- L) 239.035 ACRES OF RECORD IN DOCUMENT NO. 125890;
- M) 59.828 ACRES OF RECORD IN DOCUMENT NO. 126555;
- N) 252.85 ACRES OF RECORD IN DOCUMENT NO. 124324;
- O) 133.84 ACRES OF RECORD IN DOCUMENT NO. 132453;

SAID 2357.9 ACRES OF LAND ALSO INCLUDES ALL THE AREA WITHIN THE EXISTING RIGHTS-OF-WAY OF CALDWELL COUNTY ROAD NO. 238 (VALLEY WAY DRIVE) AND FARM TO MARKET ROAD 1984 AS USED ON-THE-GROUND WHICH ARE CONTAINED WITHIN THE FOLLOWING METES AND BOUNDS DESCRIPTION; **SAVE AND EXCEPT THEREFROM** THAT CERTAIN 1.790 ACRE TRACT OF LAND CONVEYED TO BARBARA KINKADE BY DEED OF RECORD IN VOLUME 206, PAGE 238 AND THAT CERTAIN 15.354 ACRE REMAINDER OF A 129 ACRE (FIRST TRACT) AND 120 ACRE (SECOND TRACT) OF LAND CONVEYED TO ROBERT W. SHANNON, KAREN S. MORELAND, DONNA S. ANDREW AND PAUL B. SHANNON BY DEEDS OF RECORD IN VOLUME 255, PAGE 169, VOLUME 256, PAGE 261, VOLUME 335, PAGE 768, AND VOLUME 371, PAGE 837, ALL OF SAID OFFICIAL PUBLIC RECORDS; SAID 2357.9 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN TWO (2) PARTS BY METES AND BOUNDS AS FOLLOWS:

#### PART 1 - 1206.6 ACRES

**BEGINNING**, at a 5/8 in iron rod at the intersection of the southerly right-of-way line of the Union Pacific Railroad and the southwesterly right-of-way line of Valley Way Drive (R.O.W. varies), being the northeasterly corner of said 91.99 acre tract, for the northeasterly corner hereof;

**THENCE**, S41°17'23"E, leaving the southerly right-of-way line of the Union Pacific Railroad, along the southwesterly right-of-way line of Valley Way Drive, being the northeasterly line of said 91.99 acre tract, for the northeasterly line hereof, a distance of 2788.12 feet to a 5/8 inch iron rod in the northwesterly line of a 130.59 acre tract of land, conveyed to David Matthew Best by Deed of record in Volume 269, Page 127 of said Official Public Records, being the easterly corner of said 91.99 acre tract and hereof;

**THENCE**, S48°21'22"W, leaving the southwesterly right-of-way line of Valley Way Drive, along the northwesterly line of said 130.59 acre tract, being the southeasterly line of said 91.99 acre tract, for a portion of the southeasterly line hereof, a distance of 1361.88 feet to the southerly corner of said 91.99 acre tract and the northerly corner of said 4.56 acre tract, for an angle point hereof;

**THENCE**, leaving the southerly corner of said 91.99 acre tract, along the northeasterly and southeasterly lines of said 4.56 acre tract, for a portion of the southeasterly line hereof, the following two (2) courses and distances:

- 1) S41°07'40"E, a distance of 322.45 feet to a 5/8 inch iron rod for the easterly corner of said 4.56 acre tract, and an angle point hereof;
- 2) S48°22'55"W, a distance of 616.59 feet to the southerly corner of said 4.56 acre tract, being a northwesterly corner of said 130.59 acre tract, in the northeasterly line of an eight (8) yard by one-hundred ten (110) yard Strip of land reserved to O.M. Hoffman by Deed of record in Volume 229, Page 244 of said Official Public Records, said Strip also being described as part of Tract II, in a Deed to Hoffman Family Trust 1994, of record in Volume 127, Page 436 of said Official Public Records, for an angle point hereof;

**THENCE**, along a portion of the northeasterly, northwesterly, and southwesterly lines of said Strip, being a portion of the southwesterly line of said 4.56 acre tract, and a portion of the southeasterly line of said 87.92 acre tract, for a portion of the southeasterly line hereof, the following three (3) courses and distances:

- 1) N41°10'09"W, a distance of 11.86 feet to the northerly corner of said Strip, for an angle point hereof;
- 2) S48°19'26"W, a distance of 23.99 feet to the westerly corner of said Strip, for an angle point hereof;

- 3) S41°19'42"E, a distance of 329.93 feet to an iron rod with "UDG" cap in the northwesterly line of a 111.482 acre tract of land conveyed to Henry E. McCulloch, Jr. and wife, Barbara J. McCulloch by Deed of record in Volume 504, Page 634 of said Official Public Records, being the southerly corner of said Strip and the most southeasterly corner of said 87.92 acre tract, for an angle point hereof;

**THENCE**, S48°20'39"W, leaving the southwesterly line of said Strip, along a portion of the southeasterly line of said 87.92 acre tract, and the southeasterly line of said 99.03 acre tract, being a portion of the northwesterly line of said 111.482 acre tract and a portion of the northwesterly line of a 9.41 acre tract of land conveyed to Henry E. McCulloch, Jr. and wife, Barbara J. McCulloch by Deed of record in Volume 511, Page 13 of said Official Public Records, for a portion of the southeasterly line hereof, a distance of 3046.71 feet to the southerly corner of said 99.03 acre tract being in the northeasterly line of said 573.65 acre tract, and the northwesterly corner of said 9.41 acre tract, for an angle point hereof;

**THENCE**, leaving the southeasterly line of said 99.03 acre tract, along a portion of the northwesterly and southwesterly lines of said 9.41 acre tract, and a portion of the northeasterly line of said 573.65 acre tract, for a portion of the southeasterly line hereof, the following three (3) courses and distances:

- 1) S41°34'50"E, a distance of 19.14 feet to an angle point hereof;
- 2) S48°56'20"W, a distance of 161.89 feet to an iron rod with "carter & burgess" cap for an angle point hereof;
- 3) S41°36'05"E, a distance of 1522.35 feet to the southerly corner of said 9.41 acre tract in the northwesterly right-of-way line of State Highway 142 (R.O.W. varies), for the easterly corner of said 573.65 acre tract, and an angle point hereof;

**THENCE**, leaving the southwesterly line of said 9.41 acre tract, along the northwesterly right-of-way line of State Highway 142, along a portion of the southeasterly line of said 573.65 acre tract, for a portion of the southeasterly line hereof, the following six (6) courses and distances:

- 1) S48°50'36"W, a distance of 1342.09 feet to the point of curvature of a non-tangent curve to the left;
- 2) Along said curve, having a radius of 11535.16 feet, a central angle of 02°03'00", an arc length of 412.72 feet and a chord which bears, S47°48'06'W, a distance of 412.70 feet to the end of said curve;

- 3) S46°50'18"W, a distance of 148.55 feet to the point of curvature of a non-tangent curve to the right;
- 4) Along said curve, having a radius of 11393.65 feet, a central angle of 02°03'02", an arc length of 407.78 feet and a chord which bears, S47°48'07"W, a distance of 407.76 feet to the end of said curve;
- 5) S48°51'00"W, a distance of 1315.11 feet to the point of curvature of a non-tangent curve to the right;
- 6) Along said curve, having a radius of 11,389.16 feet, a central angle of 00°37'29", an arc length of 124.18 feet and a chord which bears, S49°09'26"W, a distance of 124.18 feet to the point of curvature of a non-tangent curve to the left, for the most southerly corner hereof;

**THENCE**, leaving said northwesterly right-of-way line of State Highway 142, over and across said 573.65 acre tract, for a portion of the southwesterly line hereof, along the approximate Martindale City Limit Line, the following four (4) courses and distances:

- 1) Along said curve, having a radius of 2746.11 feet, a central angle of 26°52'25", an arc length of 1288.01 feet and a chord which bears, N53°46'19"W, a distance of 1276.24 feet to the end of said curve;
- 2) N69°22'30"W, a distance of 631.48 feet to an angle point hereof;
- 3) S69°38'20"W, a distance of 374.12 feet to an angle point hereof;
- 4) N65°05'35"W, a distance of 871.31 feet to a point in the southeasterly line of a 137 acre tract of land conveyed to John Mac Mauldin by Deed of record in Volume 359, Page 673 of said Official Public Records, and the northwesterly line of said 573.65 acre tract, for an angle point hereof;

**THENCE**, along a portion of the southeasterly line and the northeasterly line of said 137 acre tract, and the northwesterly line of said 573.65 acre tract, for a portion of the southwesterly line hereof, the following two (2) courses and distances:

- 1) N49°05'19"E, a distance of 1820.68 feet to an iron pipe for the easterly corner of said 137 acre tract, the westerly corner of said 573.65 acre tract, and an angle point hereof;

- 2) N40°56'06"W, a distance of 1177.53 feet to a point in the southeasterly line of a 167.96 acre tract of land conveyed to Conrads Herbert Inc. by Deed of record in Volume 346, Page 76 of said Official Public Records, being the northerly corner of said 137 acre tract, the northwesterly corner of said 573.65 acre tract, and an angle point hereof;

**THENCE**, N48°54'41"E, leaving the northeasterly line of said 137 acre tract, along a portion of the common southeasterly line of said 167.96 acre tract and a portion of the northwesterly line of said 573.65 acre tract, for a portion of the southwesterly line hereof, a distance of 42.46 feet to the most easterly corner of said 167.96 acre tract, and the southerly corner of said 224.83 acre tract, for an angle point hereof;

**THENCE**, leaving the northwesterly line of said 573.65 acre tract, along the common line of said 167.96 acre tract and said 224.83 acre tract, for a portion of the southwesterly line hereof, the following eight (8) courses and distances:

- 1) N12°19'50"W, a distance of 294.36 feet to an angle point;
- 2) N00°34'24"E, a distance of 227.61 feet to an angle point;
- 3) N36°30'21"W, a distance of 285.03 feet to an angle point;
- 4) N56°28'57"W, a distance of 234.92 feet to an angle point;
- 5) N50°20'48"W, a distance of 99.62 feet to an angle point;
- 6) N27°15'48"W, a distance of 102.46 feet to an angle point;
- 7) N22°50'14"W, a distance of 255.49 feet to the westerly corner of said 224.83 acre tract, for an angle point hereof;
- 8) N43°45'31"E, a distance of 190.62 feet to the southerly corner of said 339.31 acre tract, for an angle point hereof;

**THENCE**, leaving the northwesterly line of said 224.83 acre tract, along the common line of said 167.96 acre tract and said 339.31 acre tract, for a portion of the southwesterly line hereof, the following two (2) courses and distances:

- 1) N39°23'33"W, a distance of 241.44 feet to an angle point;
- 2) N26°29'00"W, a distance of 668.42 feet to the easterly corner of a 213.451 acre tract of land conveyed to Curby Ohnheiser by Deed of record in Volume 178, Page 184 of said Official Public Records, for an angle point hereof;



**THENCE**, along a portion of the common northeasterly line of said 213.451 acre tract and the southwesterly line of said 339.31 acre tract, for a portion of the southwesterly line hereof, the following three (3) courses and distances:

- 1) N16°07'11"W, a distance of 819.56 feet to an angle point;
- 2) N13°49'18"W, a distance of 655.20 feet to an angle point;
- 3) N09°25'58"W, a distance of 163.84 feet to the southerly corner of a 49.82 acre tract of land conveyed to David J. Huffman by Deed of record in Volume 527, Page 292 of said Official Public Records, for the most westerly corner of said 339.31 acre tract and hereof;

**THENCE**, along the southeasterly and northeasterly lines of said 49.82 acre tract and the northwesterly line of said 339.31 acre tract, for the northwesterly line hereof, the following four (4) courses and distances:

- 1) N48°42'42"E, a distance of 1780.59 feet to a pk nail in a fence post;
- 2) N41°04'53"W, a distance of 664.10 feet to a pk nail in a fence post;
- 3) N48°44'06"E, a distance of 1261.08 feet to the most easterly corner of said 49.82 acre tract;
- 4) N42°14'20"W, a distance of 275.49 feet to the northeasterly corner of said 49.82 acre tract and northwesterly corner of said 339.31 acre tract, in the southerly right-of-way line of the Union Pacific Railroad, for the northwesterly corner hereof;

**THENCE**, leaving the northeasterly line of said 49.82 acre tract, along a portion of the southerly right-of-way line of the Union Pacific Railroad, and a portion of the northerly line and northeasterly line of said 339.31 acre tract, for a portion of the northerly line hereof, the following two (2) courses and distances:

- 1) S87°55'54"E, a distance of 3775.29 feet to an iron rod for the northeasterly corner of said 339.31 acre tract, and an angle point hereof;
- 2) S41°18'02"E, a distance of 62.32 feet to an iron rod for the northwesterly corner of said 91.99 acre tract, and an angle point hereof;

**THENCE**, leaving the northeasterly line of said 339.31 acre tract, along a portion of the southerly right-of-way line of the Union Pacific Railroad, the southerly right-of-way line of said Valley Way Drive, and the northerly line of said 91.99 acre tract, for a portion of the northerly line hereof, the following three (3) courses and distances:

- 1) S88°18'23"E, a distance of 870.54 feet to an iron rod for an angle point hereof;
- 2) N82°39'41"E, a distance of 454.88 feet to an angle point hereof;
- 3) N81°46'58"E, a distance of 126.52 feet to the **POINT OF BEGINNING**, and containing an area of 1206.6 acres of land, more or less, within these metes and bounds.

**PART 2 - 1151.3 ACRES**

**BEGINNING**, at an iron rod with "UDG" cap found in the southwesterly right-of-way line of Valley Way Drive (R.O.W. varies) for the northerly corner of a 1.82 acre tract of land conveyed to Jethery Bohannon Et. Ux. By deed of record in Volume 240, Page 435 of said Official Public Records, the southeasterly corner of said 133.84 acre tract, and an angle point hereof;

**THENCE**, S49°38'37"W, leaving the southwesterly right-of-way line of Valley Way Drive, along the common line of said 1.82 acre tract and said 133.84 acre tract, a distance of 409.77 feet to a point in the northerly right-of-way line of the Union Pacific Railroad (100' R.O.W.);

**THENCE**, N87°55'45"W, along the northerly right-of-way of said Railroad, a distance of 1952.56 feet to a point for the southwesterly corner of said 133.84 acre tract and the southeasterly corner of a 22.1 acre tract of land conveyed to Abel Garza Et. Ux. By deed of record in Volume 96, Page 683 of said Official Public Records;

**THENCE**, leaving the northerly right-of-way of said Railroad, along the common line of said 133.84 acre tract and said 22.1 acre tract, the following two (2) courses and distances:

- 1) N01°23'47"E, a distance of 217.61 feet to and iron rod for an angle point hereof;
- 2) N41°22'34"W, a distance of 2440.88 feet to a fence corner post in the southeasterly right-of-way line of F.M. 1984 (80' R.O.W.) for the northerly corner of said 22.1 acre tract, the easterly corner of said 133.84 acre tract, and an angle point hereof;

**THENCE**, N41°36'44"W, leaving the northerly corner of said 22.1 acre tract, over and across F.M. 1984, a distance of 80.09 feet to a point in the northwesterly right-of-way line of F.M. 1984, and the southeasterly line of said 252.85 acre tract, for an angle point hereof;

**THENCE**, S48°23'16"W, a distance of 1345.17 feet to an iron rod with "LENZ" cap in the southeasterly line of said 252.85 acre tract and the easterly corner of a 40.0 acre tract of land conveyed to Myrna Lopez by deed of record in Document No. 122023 of said Official Public Records, for an angle point hereof;

**THENCE**, leaving the northerly right-of-way line of F.M. 1984, along the common line of said 252.85 acre tract and said 40.0 acre tract, the following sixteen (16) courses and distances:

- 1) N34°21'01"W, a distance of 110.36 feet to an iron rod with "LENZ" cap;
- 2) N19°39'31"W, a distance of 293.22 feet to an iron rod with "LENZ" cap;
- 3) N03°15'11"W, a distance of 82.66 feet to an angle point;
- 4) N36°52'22"E, a distance of 33.25 feet to an angle point;
- 5) N03°46'05"W, a distance of 515.85 feet to an angle point;
- 6) N09°53'30"W, a distance of 29.53 feet to an angle point;
- 7) N42°29'18"E, a distance of 23.22 feet to an angle point;
- 8) N09°28'01"E, a distance of 66.25 feet to an angle point;
- 9) N07°00'01"W, a distance of 164.91 feet to an angle point;
- 10) N13°52'24"W, a distance of 144.68 feet to an angle point;
- 11) N21°57'50"W, a distance of 90.39 feet to an angle point;
- 12) N10°37'25"W, a distance of 153.12 feet to an angle point;
- 13) N23°21'47"W, a distance of 161.89 feet to an iron rod with "LENZ" cap;
- 14) N41°34'57"W, a distance of 172.18 feet to an iron rod with "LENZ" cap for the northerly corner of said 40.0 acre tract;
- 15) S48°21'01"W, a distance of 1431.20 feet to an iron rod with "LENZ" cap for the westerly corner of said 40.0 acre tract;

- 16) S41°38'18"E, a distance of 1735.64 feet to an iron rod with "LENZ" cap for the southerly corner of said 40.0 acre tract, in the northwesterly right-of-way line of F.M. 1984 for an angle point of said 252.85 acre tract and hereof;

**THENCE**, S48°21'42"W, leaving the southerly corner of said 40.0 acre tract, along the northwesterly right-of-way line of F.M. 1984, a distance of 592.58 feet to the southerly corner of said 252.85 acre tract, in the northeasterly line of Fehlis Revised Addition to Reedville, of record in Volume 27, Page 368, of the Deed Records of said County, for an angle point;

**THENCE**, N41°22'43"W, leaving the northwesterly right-of-way line of F.M. 1984, along the southwesterly line of said 252.85 acre tract, a portion of the northeasterly line of said Fehlis Revised Addition, and a portion of the northeasterly line of a 56.52 acre tract of land conveyed to Southern Pecan Plantation Mobile Home Park, Inc., by deed of record in Volume 79, Page 369, of said Official Public Records, a distance of 3152.26 feet to an aluminum disk in concrete for the northerly corner of said 56.52 acre tract, the westerly corner of said 252.85 acre tract and hereof;

**THENCE**, N48°46'59"E, along the northwesterly line of said 252.85 acre tract, a distance of 4120.83 feet to point in the southwesterly right-of-way line of William Pettus Road (R.O.W. varies) for the northerly corner of said 252.85 acre tract;

**THENCE**, S40°53'44"E, along the southwesterly right-of-way line of William Pettus Road and northeasterly line of said 252.85 acre tract, a distance of 2659.70 feet to the point of curvature of a non-tangent curve to the left at the intersection of the southwesterly right-of-way line of William Pettus Road and the northwesterly right-of-way line of F.M. 1984;

**THENCE**, leaving the southwesterly right-of-way line of William Pettus Road, along the curving northwesterly right-of-way line of F.M. 1984 and southeasterly line of said 252.85 acre tract, the following three (3) courses and distances:

- 1) Along said curve to the left having a radius of 756.20 feet, a central angle of 22°14'32", an arc length of 293.56 feet, and a chord which bears, S09°41'28"W, a distance of 291.72 feet to the end of said curve;
- 2) S01°25'48"E, a distance of 53.10 feet to the point of curvature of a non-tangent curve to the right;
- 3) Along said non-tangent curve to the right having a radius of 676.20 feet, a central angle of 49°28'14", an arc length of 583.85 feet, and a chord which bears, S23°18'19"W, a distance of 565.88 feet to a TxDOT concrete monument at the end of said curve;

**THENCE**, S41°36'44"E, leaving the southeasterly line of said 252.85 acre tract and northwesterly right-of-way line of F.M. 1984, over and across F.M. 1984, a distance of 79.92 feet to an angle point in the southeasterly right-of-way line of F.M. 1984, and the northwesterly line of said 133.84 acre tract;

**THENCE**, N48°22'36"E, along the northwesterly line of said 133.84 acre tract, being a portion of the southeasterly right-of-way line of F.M. 1984 and a portion of the southeasterly right-of-way line of Valley Way Drive (50' R.O.W.), a distance of 765.39 feet to northerly corner of said 133.84 acre tract in the southwesterly right-of-way line of Valley Way Drive (R.O.W. varies);

**THENCE**, N48°53'36"E, leaving the northerly corner of said 133.84 acre tract, over and across said Valley Way Drive, a distance of 51.66 feet to an angle point in the northeasterly right-of-way line of Valley Way Drive and the southwesterly line of said 69.19 acre tract;

**THENCE**, N41°06'24"W, along the northeasterly right-of-way line of Valley Way Drive, a distance of 477.14 feet to an angle point at the intersection of the northeasterly right-of-way line of Valley Way Drive and the southeasterly right-of-way line of F.M. 1984;

**THENCE**, leaving the northeasterly right-of-way line of Valley Way Drive, along a portion of southeasterly right-of-way line of F.M. 1984 and northwesterly line of said 69.19 acre tract, the following two (2) courses and distances:

- 1) Along a non-tangent curve to the right having a radius of 676.09 feet, a central angle of 26°42'34", an arc length of 315.17 feet, and a chord which bears, N35°06'01"E, a distance of 312.33 feet to the end of said curve;
- 2) N48°30'35"E, a distance of 2278.26 feet to an angle point hereof;

**THENCE**, N41°29'25"W, leaving the northwesterly line of said 69.19 acre tract, over and across F.M. 1984, a distance of 80.30 feet to the southerly corner of said 120.75 acre tract in the northwesterly right-of-way line of F.M. 1984;

**THENCE**, leaving the northwesterly right-of-way line of F.M. 1984, along the irregular southwesterly line of said 120.75 acre tract, the following seven (7) courses and distances:

- 1) N41°29'56"W, a distance of 1298.87 feet to an angle point of said 120.75 acre tract and hereof;

- 2) S48°31'19"W, a distance of 1130.21 feet to an iron rod found for angle point of said 120.75 acre tract and the northerly corner of a 13.02 acre tract of land conveyed to Kristin Kocurek by deed of record in Volume 515, Page 161 of said Official Public Records;
- 3) N41°26'45"W, a distance of 376.48 feet to an iron rod found for angle point of said 120.75 acre tract and hereof;
- 4) N41°04'25"W, a distance of 250.72 feet to an iron rod found for angle point of said 120.75 acre tract and hereof;
- 5) N41°11'04"W, a distance of 250.71 feet to an iron rod found for angle point of said 120.75 acre tract and hereof;
- 6) N41°09'44"W, a distance of 386.22 feet to an iron rod found for angle point of said 120.75 acre tract and hereof;
- 7) N40°53'52"W, a distance of 222.60 feet to a fence post found in the southeasterly line of a 10 acre tract of land conveyed to Tanya Moran by deed of record in Volume 287, Page 564 of said Official Public Records, for the northerly corner of a 1.001 acre tract of land conveyed to Vincent J. Bustos by deed of record in Volume 574, Page 1 of said Official Public Records, and the westerly corner of said 120.75 acre tract;

**THENCE**, N48°47'31"E, along the northwesterly line of said 120.75 acre tract, a distance of 2437.59 feet to an iron rod for the easterly corner of a 90.014 acre tract of land conveyed to Kenneth R. Kent by deed of record in Volume 428, Page 79 of the Deed Records of said County, the northerly corner of said 120.75 acre tract, and in the southwesterly line of Lot 9, Block B, Koeglar Hills, a subdivision of record in Cabinet A, Slide 50 of the Plat Records of said County;

**THENCE**, S42°00'07"E, along the northeasterly line of said 120.75 acre tract and the southwesterly line of said Koeglar Hills Subdivision, a distance of 895.37 feet to an iron rod for an angle point of said 120.75 acre tract and hereof;

**THENCE**, S41°15'14"E, continuing along the northeasterly line of said 120.75 acre tract and the southwesterly line of said Koeglar Hills Subdivision, a distance of 1663.51 feet to the easterly corner of said 120.75 acre tract, in the southwesterly line of Lot 3C of the Replat of Lots 3 and 4, Block B Koeglar Hills Subdivision, of record in Cabinet B, Slide 19 of the Plat Records of said County and the northerly corner of an old cemetery (no recording information found);

**THENCE**, leaving said Lot 3C, along the common line of said 120.75 acre tract and said old cemetery, the following four (4) courses and distances:

- 1) S48°44'49"W, a distance of 59.99 feet to an angle point;
- 2) S41°15'11"E, a distance of 29.00 feet to an angle point;
- 3) S48°44'49"W, a distance of 355.50 feet to an angle point;
- 4) S41°15'11"E, a distance of 189.19 feet to the southerly corner of said old cemetery for an angle point of said 120.75 acre tract and hereof in the northwesterly right-of-way line of F.M. 1984;

**THENCE**, S48°36'20"W, along the northwesterly right-of-way line of F.M. 1984 and southeasterly line of said 120.75 acre tract, a distance of 592.28 feet to an angle point;

**THENCE**, S41°23'40"E, leaving the southeasterly line of said 120.75 acre tract, over and across F.M. 1984, a distance of 79.79 feet to an iron rod for the northerly corner of said 69.19 acre tract and the westerly corner of a 3.67 acre tract of land conveyed to Arthur D. Ehrlich and Mary L Ehrlich by deed of record in Volume 179, Page 507 of said Official Public Records;

**THENCE**, leaving the southeasterly right-of-way line of F.M. 1984, along the common line of said 69.19 acre tract and said 3.67 acre tract, the following two (2) courses and distances:

- 1) S41°22'11"E, a distance of 399.75 feet to steel fence corner post;
- 2) N48°31'55"E, a distance of 397.74 feet to an iron rod for the easterly corner of said 3.67 acre tract;

**THENCE**, S41°27'50"E, along the northeasterly line of said 69.19 acre tract, a distance of 568.68 feet to a steel fence post in the southwesterly line of Lot 6, Block 1 of Castle Hill Subdivision Phase I, a subdivision of record in Book A, Page 181 of the Plat Records of said County;

**THENCE**, leaving the southeasterly line of said Castle Hill Subdivision, along the southeasterly line of said 69.19 acre tract, the following eight (8) courses and distances:

- 1) S48°41'00"W, a distance of 786.26 feet to an angle point;
- 2) S47°55'14"W, a distance of 85.90 feet to an angle point;
- 3) S49°18'20"W, a distance of 589.25 feet to an angle point;
- 4) S48°01'10"W, a distance of 232.56 feet to a fence post;
- 5) S47°58'05"W, a distance of 345.92 feet to an angle point;

- 6) S47°46'45"W, a distance of 446.89 feet to an angle point;
- 7) S48°19'28"W, a distance of 438.49 feet to an angle point;
- 8) S48°07'05"W, a distance of 367.04 feet to fence corner post for the southerly corner of said 69.19 acre tract in the northeasterly right-of-way line of Valley Way Drive;

**THENCE**, S48°38'56"W, leaving the southerly corner of said 69.19 acre tract, over and across Valley View Drive, a distance of 49.85 feet to a point in the northeasterly line of said 133.84 acre tract and the southwesterly right-of-way line of Valley Way Drive;

**THENCE**, along the northeasterly line of said 133.84 acre tract and the southwesterly right-of-way line of Valley Way Drive, the following two (2) courses and distances;

- 1) S41°21'04"E, a distance of 1129.59 feet to a fence post;
- 2) S41°40'38"E, a distance of 1273.02 feet to an angle point;

**THENCE**, N48°19'22"E, leaving the northeasterly line of said 133.84 acre tract, over and across Valley View Drive, a distance of 61.02 feet to the easterly corner of said 239.035 acre tract in the northeasterly right-of-way line of Valley View Drive;

**THENCE**, along a portion of the northwesterly line of said 239.035 acre tract, the following three (3) courses and distances:

- 1) N48°15'16"E, a distance of 2761.12 feet to an angle point;
- 2) S41°47'43"E, a distance of 274.43 feet to a fence corner post;
- 3) N48°40'03"E, a distance of 976.49 feet to an iron rod for the southerly corner of said 70.540 acre tract;

**THENCE**, N40°19'04"W, leaving the northwesterly line of said 239.035 acre tract, along the southwesterly line of said 70.540 acre tract, a distance of 904.98 feet to an iron rod with "RL Surveying" cap for the easterly corner of said 70.540 acre tract, in the southeasterly line of said 49.325 acre tract;

**THENCE**, S49°05'23"W, leaving the southwesterly line of said 70.540 acre tract, along the southeasterly line of said 49.325 acre tract, a distance of 500.65 feet to an iron rod with "UDG 2433" cap for the southerly corner of said 49.325 acre tract;

**THENCE**, along the southwesterly line of said 49.325 acre tract, the following two (2) courses and distances:



- 1) N40°38'48"W, a distance of 400.80 feet to an iron rod with "UDG 2433" cap;
- 2) N40°43'42"W, a distance of 1287.69 feet to an iron rod for the southerly corner of Lot 6 of said Castle Hill Subdivision;

**THENCE**, N48°32'31"E, along the northwesterly lines of said 49.325 acre tract, said 49.330 acre tract, and said 47.271 acre tract, a distance of 3425.74 feet to an iron rod for the northwesterly corner of said 47.271 acre tract;

**THENCE**, along a portion of the northerly line of said 47.271 acre tract, the following three (3) courses and distances:

- 1) S41°01'56"E, a distance of 227.58 feet to an iron rod;
- 2) S85°53'10"E, a distance of 183.60 feet to an angle point;
- 3) N43°11'02"E, a distance of 271.56 feet to the northeasterly corner of said 47.271 acre tract in the southwesterly right-of-way line of F.M. 1966 (80' R.O.W.);

**THENCE**, S40°51'42"E, along the southwesterly right-of-way line of F.M. 1966, a distance of 1367.14 feet to the easterly corner of said 47.271 acre tract and northerly corner of a 1.0 acre tract of land conveyed to John M. Salazar Et. Ux. By deed of record in Volume 424, Page 100 of the Deed Records of said County;

**THENCE**, S48°43'20"W, leaving the southwesterly right-of-way line of F.M. 1966, along a portion of the southeasterly line of said 47.271 acre tract, a distance of 348.84 feet to an iron rod for the northwesterly corner of said 70.540 acre tract and the westerly corner of a 1.041 acre tract conveyed to Kelly J. Cansler Et. Ux. By deed of record in Volume 64, Page 782 of said Official Public Records;

**THENCE**, along the southerly lines of said 1.041 acre tract and the northerly lines of said 70.540 acre tract, the following two (2) courses and distances:

- 1) S41°01'59"E, a distance of 256.81 feet to an iron rod;
- 2) N47°37'30"E, a distance of 350.89 feet to an iron rod for the easterly corner of said 1.041 acre tract and the northeasterly corner of said 70.540 acre tract in the southwesterly right-of-way line of F.M. 1966;

**THENCE**, S41°14'17"E, along a portion of the southwesterly right-of-way line of F.M. 1966, a distance of 742.57 feet to an iron rod for the easterly corner of said 70.540 acre tract and the northerly corner of said 55.669 acre tract;

**THENCE**, S41°23'23"E, continuing along a portion of the southwesterly right-of-way line of F.M. 1966, a distance of 644.74 feet to the easterly corner of said 55.669 acre tract and the northerly corner of the remaining 2.437 acre tract of land conveyed to Barbara Kinkade and Life Estate reserved by Margaret Ann Wackerhagen by deed of record in Volume 507, Page 721 of said Official Public Records;

**THENCE**, leaving the southwesterly right-of-way line of F.M. 1966, along a portion of the irregular easterly line of said 55.669 acre tract and the westerly line of said 2.437 acre tract, the following seven (7) courses and distances:

- 1) S54°55'11"W, a distance of 457.51 feet to an angle point;
- 2) S39°04'07"E, a distance of 26.01 feet to an angle point;
- 3) S21°40'50"E, a distance of 95.81 feet to an angle point;
- 4) S80°14'00"W, a distance of 44.90 feet to an angle point;
- 5) S15°41'02"E, a distance of 84.10 feet to an angle point;
- 6) S27°21'59"E, a distance of 112.74 feet to a 1/2 inch iron rod;
- 7) S28°12'49"E, a distance of 210.26 feet to an 1/2 inch iron rod for the southerly corner of a 3.569 acre tract of land described in a deed to Barbara K. Warrens of record in Volume 232, Page 423 of said Official Public records;

**THENCE**, S48°42'23"W, along the southeasterly line of said 55.669 acre tract, a distance of 1852.73 feet to an iron rod in the northeasterly line of said 239.035 acre tract;

**THENCE**, along a portion of the northeasterly line of said 239.035 acre tract, the following three (3) courses and distances:

- 1) S41°02'56"E, a distance of 387.22 feet to an iron rod;
- 2) S41°06'40"E, a distance of 312.60 feet to an iron rod;
- 3) S40°42'48"E, a distance of 542.32 feet to a fence corner post for the easterly corner of said 239.035 acre tract and an angle point in the westerly line of said 59.828 acre tract;

**THENCE**, leaving the easterly corner of said 239.035 acre tract, along a portion of the westerly and northerly lines of said 59.828 acre tract, the following three (3) courses and distances:

- 1) S41°34'25"E, a distance of 151.16 feet to an iron rod;
- 2) N48°34'31"E, a distance of 610.04 feet to an iron rod for the northerly corner of said 59.828 acre tract;
- 3) S41°33'19"E, a distance of 1565.45 feet to the easterly corner of said 59.828 acre tract, in the curving northerly right-of-way line of the Union Pacific Railroad;

**THENCE**, along the easterly line of said 59.828 acre tract and the northerly right-of-way line of the Union Pacific Railroad, the following three (3) courses and distances:

- 1) Along a non-tangent curve to the left having a radius of 2786.27 feet, a central angle of 17°52'26", an arc length of 869.20 feet, and a chord which bears, S86°07'28"W, a distance of 865.68 feet to the end of said curve;
- 2) Along a non-tangent curve to the left having a radius of 3832.81 feet, a central angle of 06°04'35", an arc length of 406.47 feet, and a chord which bears, S73°32'28"W, a distance of 406.28 feet to the end of said curve;
- 3) S69°58'41"W, a distance of 2776.15 feet to an iron rod for the southerly corner of said 59.828 acre tract and an angle point in the easterly line of said 239.035 acre tract;

**THENCE**, along the easterly line of said 239.035 acre tract and the northerly right-of-way line of the Union Pacific Railroad, the following four (4) courses and distances:

- 1) S69°58'41"W, a distance of 92.94 feet to an angle point;
- 2) Along a non-tangent curve to the right having a radius of 3336.89 feet, a central angle of 06°13'09", an arc length of 362.21 feet, and a chord which bears, S72°55'53"W, a distance of 362.03 feet to the end of said curve;
- 3) Along a non-tangent curve to the right having a radius of 2825.30 feet, a central angle of 14°00'59", an arc length of 691.16 feet, and a chord which bears, S83°18'28"W, a distance of 689.44 feet to the end of said curve;
- 4) Along a non-tangent curve to the right having a radius of 55687.93 feet, a central angle of 00°48'17", an arc length of 782.17 feet, and a chord which bears, N88°10'00"W, a distance of 782.15 feet to the end of said curve at the intersection of the northerly right-of-way line of the Union Pacific Railroad and the northeasterly right-of-way line of Valley Way Drive;

**THENCE**, N41°20'20"W, leaving the northerly right-of-way line of the Union Pacific Railroad, along the northeasterly right-of-way line of Valley Way Drive and southerly line of said 239.035 acre tract, a distance of 429.48 feet to an angle point;

**THENCE**, S48°39'40"W, leaving southerly line of said 239.035 acre tract, over and across Valley Way Drive a distance of 51.67 feet to the **POINT OF BEGINNING**, containing an area of 1168.438 acres (50,897,146 square feet) of land, more or less; within these metes and bounds, **SAVE AND EXCEPT THEREFROM** the aforementioned 15.354 acre tract of land described as follows:

**COMMENCING**, at a 1/2 inch iron rod found in northerly right-of-way line of the Union Pacific Railroad for the southerly corner of said 59.828 acre tract and being in the easterly line of said 239.035 acre tract;

**THENCE**, N45°14'35"W, leaving the northerly right-of-way line of the Union Pacific Railroad and the southerly corner of said 59.828 acre tract, over and across said 239.035 acre tract, a distance of 944.36 feet to the **POINT OF BEGINNING**, being the southerly corner of said 15.354 acre tract and hereof;

**THENCE**, along the common lines of said 239.035 acre tract, said 15.354 acre tract and hereof, the following four (4) courses and distances:

- 1) N41°44'44"W, a distance of 760.00 feet to a point for the westerly corner of said 15.354 acre tract and hereof;
- 2) N48°15'16"E, a distance of 880.00 feet to a point for the northerly corner of said 15.354 acre tract and hereof;
- 3) S41°44'44"E, a distance of 760.00 feet to a point for the easterly corner of said 15.354 acre tract and hereof;
- 4) N48°15'16"E, a distance of 880.00 feet to the **POINT OF BEGINNING**, containing an area of 15.354 acres (668,800 square feet) of land, more or less, within these metes and bounds and **FURTHER SAVE AND EXCEPT THEREFROM** the aforementioned the 1.790 acre tract of land described as follows;;

**COMMENCING**, at a fence corner post for the northerly corner of said 239.035 acre tract, being an angle point in the easterly line of said 70.540 acre tract;


**THENCE**, N31°58'37"W, leaving the northerly corner of said 239.035 acre tract, over and across said 70.540 acre tract, a distance of 176.88 feet to a fence corner post for the **POINT OF BEGINNING**, being the easterly corner of said 1.790 acre tract and hereof;

**THENCE**, along the common lines of said 70.540 acre tract, said 1.790 acre tract and hereof, the following four (4) courses and distances:

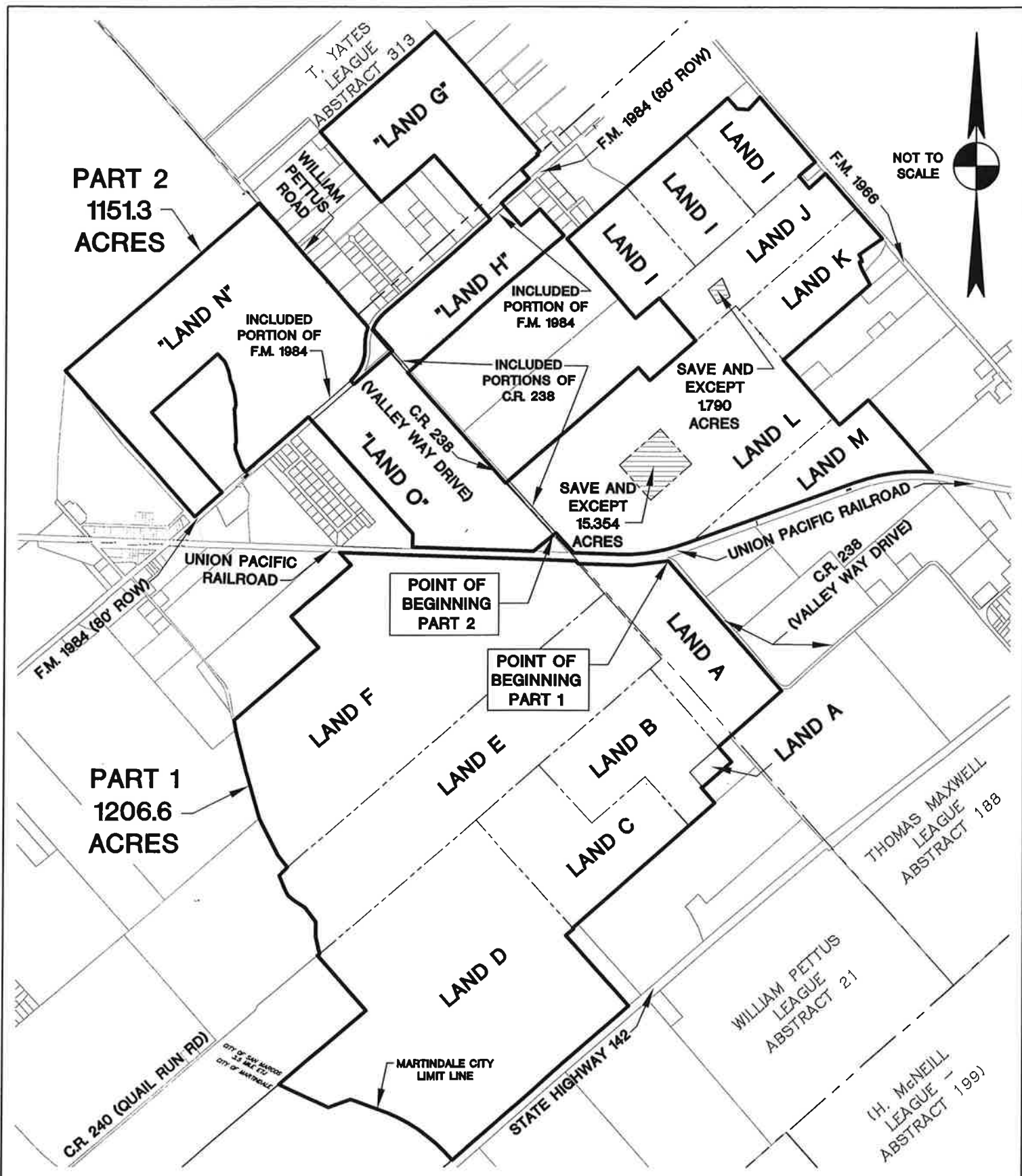
- 1) S60°20'34"W, a distance of 237.04 to a fence corner post for the southerly corner of said 1.790 acre tract and hereof;
- 2) N32°55'40"W, a distance of 267.87 feet to a 1/2 inch iron rod for the westerly corner of said 1.790 acre tract and hereof;
- 3) N49°02'47"E, a distance of 297.06 feet to a 1/2 inch iron rod for the northerly corner of said 1.790 acre tract and hereof;
- 4) S22°49'48"E, a distance of 327.95 feet to the **POINT OF BEGINNING**, containing an area of 1.790 acres (77,991 square feet) of land, more or less, within these metes and bounds, leaving a **TOTAL NET AREA** of 1151.3 acres of land, more or less, within these metes and bounds.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BURY-AUS, INC.  
221 WEST SIXTH STREET  
SUITE 600  
AUSTIN, TEXAS 78701

  
JOHN T. BILNOSKI  
R.P.L.S. NO. 4998  
STATE OF TEXAS  
TBPLS # F-10107500





# BURY

221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-1046 TBPLS # F-10107500  
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## EXHIBIT OF COTTON CENTER MUNICIPAL UTILITY DISTRICT #1 SITUATED IN CALDWELL COUNTY, TEXAS

WALTON  
TEXAS, LP

**SHEET 1 OF 2**

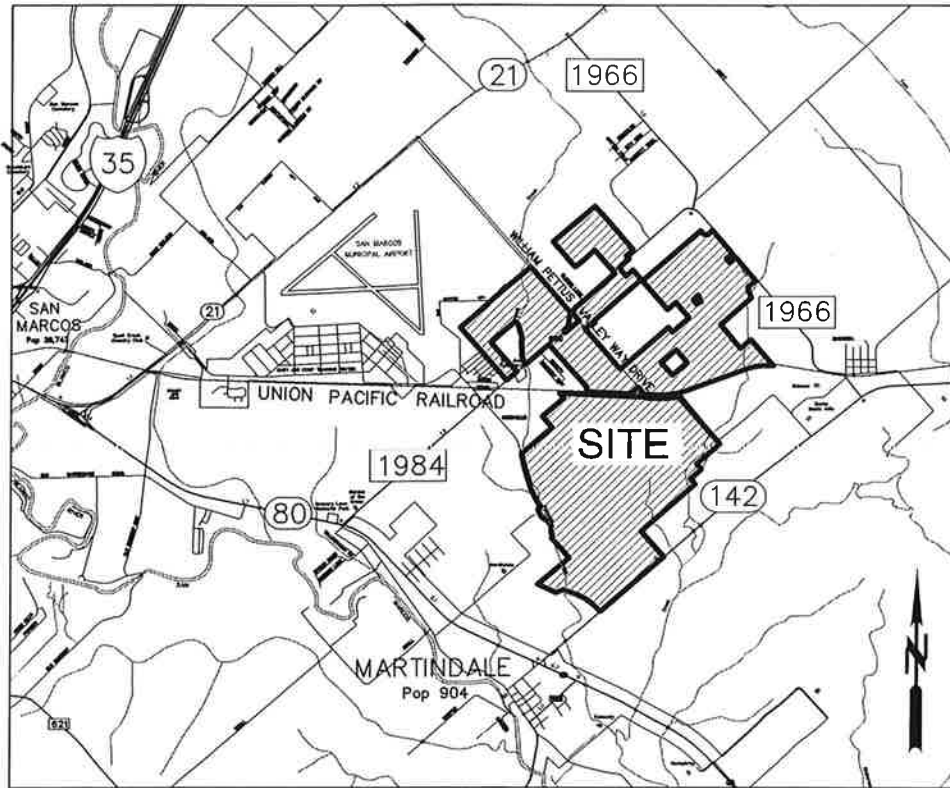
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DRAWN BY: MJR

PROJ. No: R0103932-10030

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**VICINITY MAP**

**AREA SUMMARY**

<b>LAND A</b>	<b>96.5 ACRES</b>
<b>LAND B</b>	<b>87.9 ACRES</b>
<b>LAND C</b>	<b>99.8 ACRES</b>
<b>LAND D</b>	<b>358.1 ACRES</b>
<b>LAND E</b>	<b>224.8 ACRES</b>
<b>LAND F</b>	<b>339.3 ACRES</b>
<b>LAND G</b>	<b>120.7 ACRES</b>
<b>LAND H</b>	<b>69.2 ACRES</b>
<b>LAND I</b>	<b>145.9 ACRES</b>
<b>LAND J</b>	<b>70.5 ACRES</b>
<b>LAND K</b>	<b>55.7 ACRES</b>
<b>LAND L</b>	<b>239.0 ACRES</b>
<b>LAND M</b>	<b>59.8 ACRES</b>
<b>LAND N</b>	<b>252.8 ACRES</b>
<b>LAND O</b>	<b>133.8 ACRES</b>
<b>FARM TO MARKET ROAD 1984</b>	<b>2.2 ACRES</b>
<b>CR 238 (VALLEY WAY DRIVE)</b>	<b>1.9 ACRES</b>
<b>TOTAL ACREAGE</b>	<b>2357.9 ACRES</b>

**BURY**

221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-1048 TBPLS # F-10107500  
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**EXHIBIT OF COTTON CENTER  
MUNICIPAL UTILITY DISTRICT #1  
SITUATED IN CALDWELL COUNTY, TEXAS**

**WALTON  
TEXAS, LP**

**SHEET 2 OF 2**

DATE: 06/12/14

FILE: H:\103932\030-COTTON CENTER\103932030EX2.DWG

PROJECT No.: FN14-206(MJR)

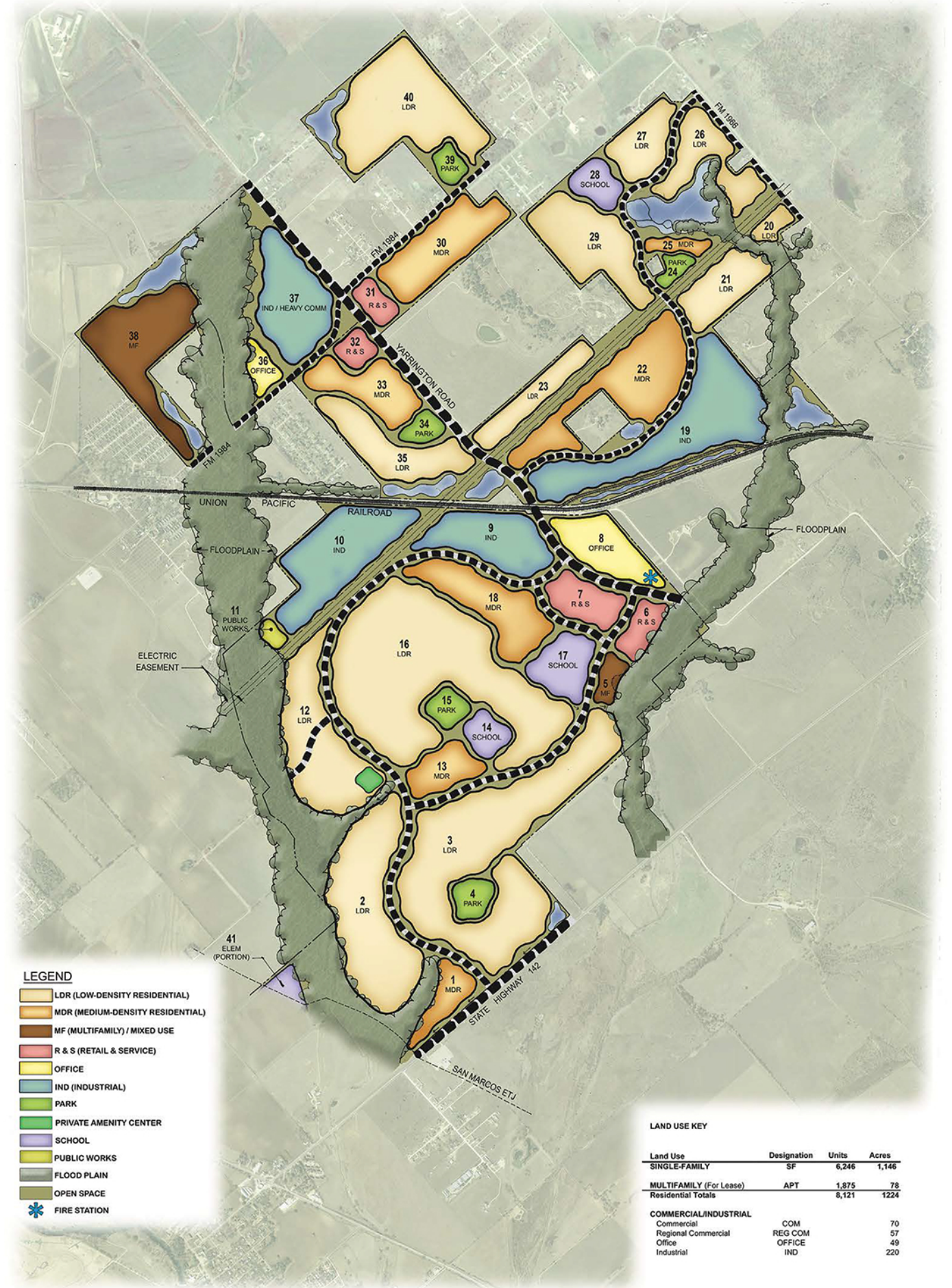
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PROJ. No: R0103932-10030

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**Exhibit B**  
Concept Plan





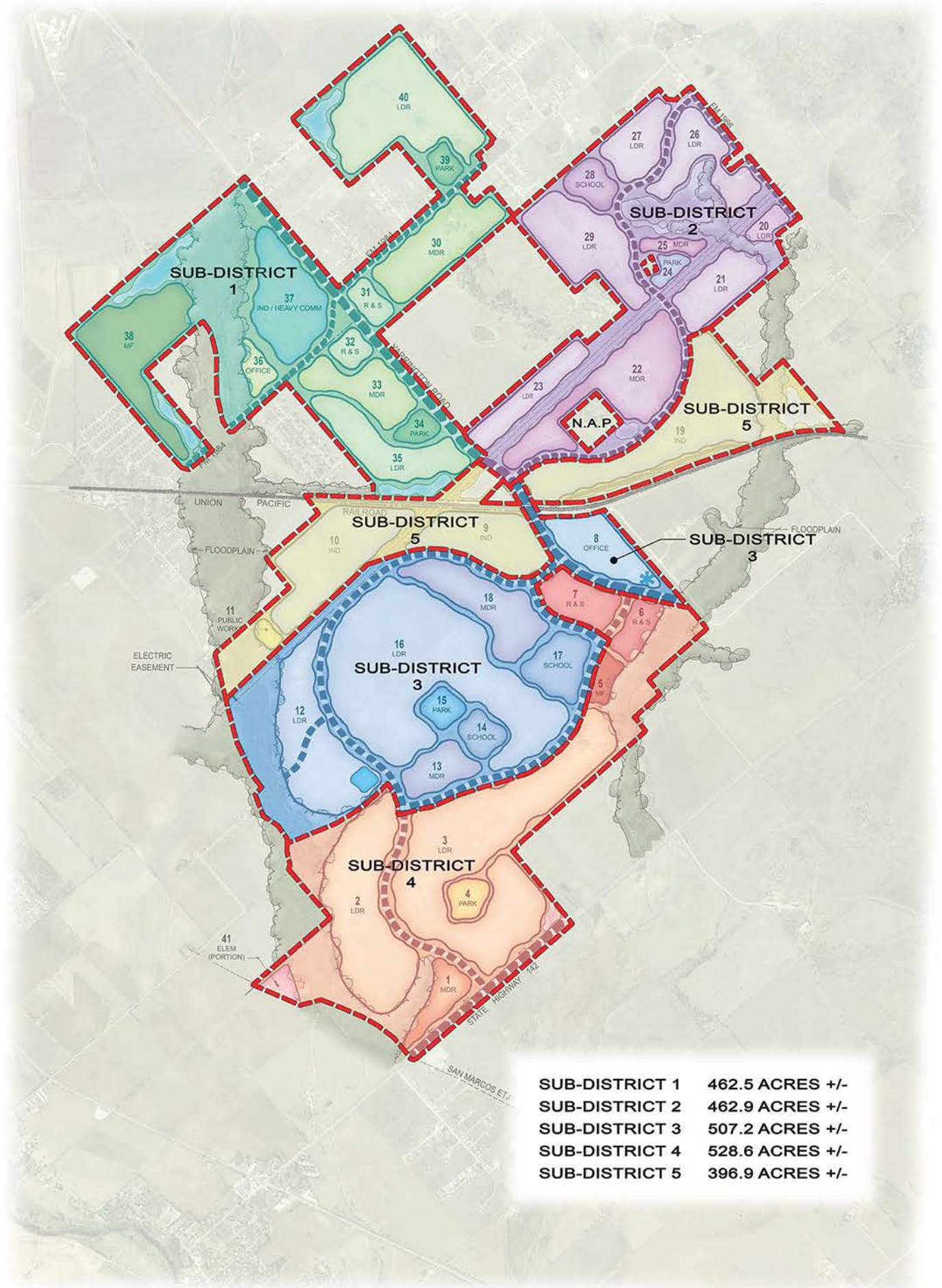
- LEGEND**
- LDR (LOW-DENSITY RESIDENTIAL)
  - MDR (MEDIUM-DENSITY RESIDENTIAL)
  - MF (MULTIFAMILY) / MIXED USE
  - R & S (RETAIL & SERVICE)
  - OFFICE
  - IND (INDUSTRIAL)
  - PARK
  - PRIVATE AMENITY CENTER
  - SCHOOL
  - PUBLIC WORKS
  - FLOOD PLAIN
  - OPEN SPACE
  - \* FIRE STATION

**LAND USE KEY**

Land Use	Designation	Units	Acres
SINGLE-FAMILY	SF	6,246	1,146
MULTIFAMILY (For Lease)	APT	1,875	78
Residential Totals		8,121	1224
COMMERCIAL/INDUSTRIAL			
Commercial	COM		70
Regional Commercial	REG COM		57
Office	OFFICE		49
Industrial	IND		220

**Exhibit B-1**  
Sub-Districts





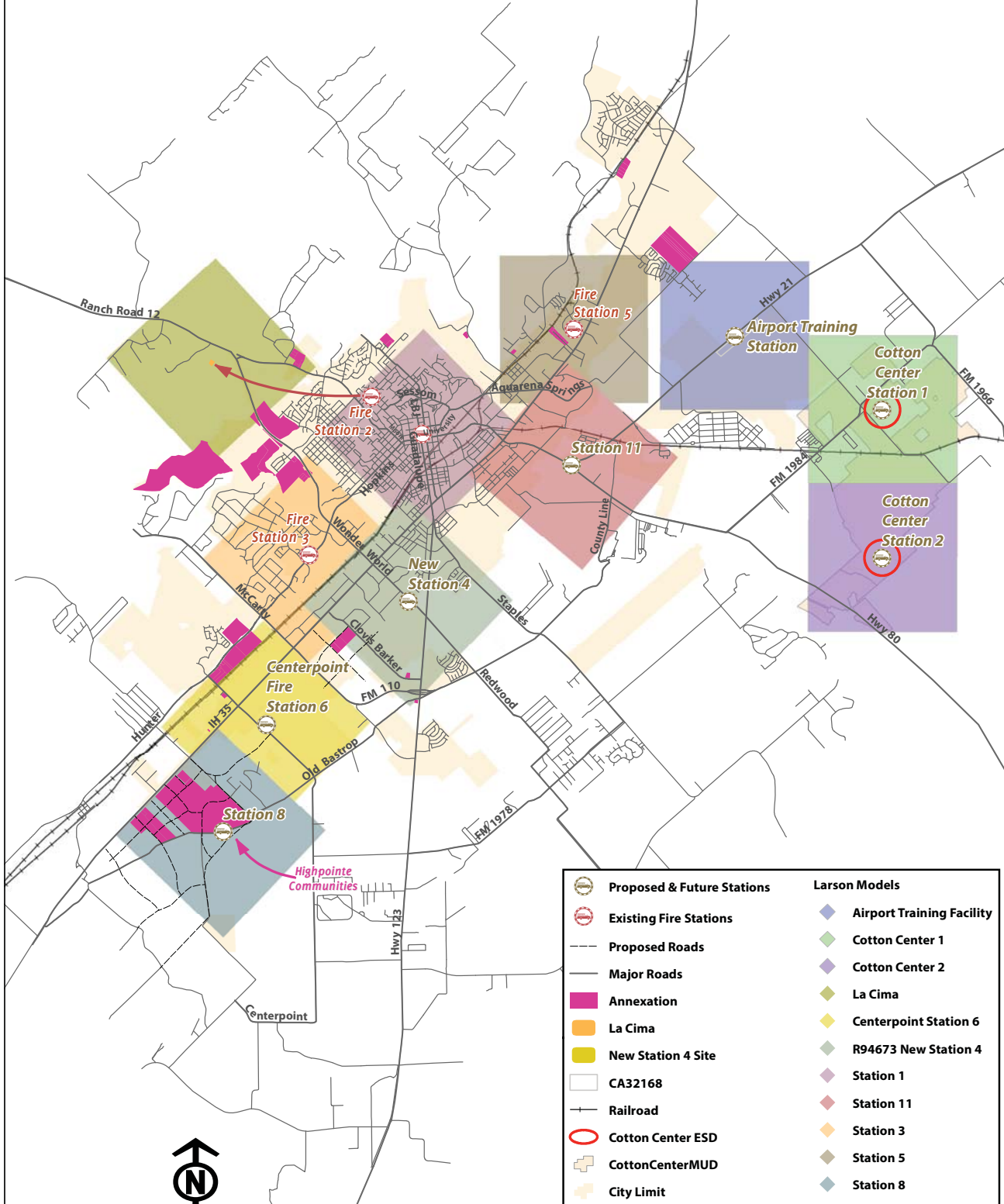
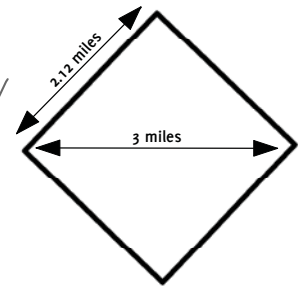
SUB-DISTRICT 1	462.5 ACRES +/-
SUB-DISTRICT 2	462.9 ACRES +/-
SUB-DISTRICT 3	507.2 ACRES +/-
SUB-DISTRICT 4	528.6 ACRES +/-
SUB-DISTRICT 5	396.9 ACRES +/-

**Exhibit B-2**  
Public Safety Facility Sites

# Fire Station Locations

Larson Model Applied to Current,  
Future, and Proposed Stations

## Exhibit B-2 Public Safety Facility



8/30/2016 0 0.5 1 2 Miles

Document Path: O:\Maps\Katie\Fire\Station Location Analysis\mxd\Cotton Center proposed ESD 11x17 \_without cotton center lines.mxd

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries

**Exhibit C**  
Development Waivers

## EXHIBIT C – DEVELOPMENT WAIVERS

CODE REFERENCE	CODE STANDARD	PROPOSED MODIFICATION
<b>Land Development Code Chapter 1</b>	<b>Development Procedures</b>	
Article 4, Division 2, Section 1.4.2.6 – Expiration, Extension, Amendment and Termination of Agreement	(c) Amendment. The development agreement and land use plan may be amended from time to time under the procedure for approval of a petition for a development agreement.	Modify Section 1.4.2.6(c) to allow amendments in accordance with the terms of the Cotton Center Development Agreement.
<b>Land Development Code Chapter 4</b>	<b>Zoning Regulations</b>	
Article 1, Division 6 – Dimensional and Development Standards	Lot sizes, setbacks etc. as established by Table 4.1.6.1	Various modifications as outlined in Table 2 and Table 3. Replace Table 4.1.6.1 with Table 2 and Table 3.
<b>Land Development Code Chapter 7</b>	<b>Public Facilities Standards</b>	
Article 4, Division 1, Section 7.4.1.2 (f) (1) – Adequacy of Streets and Thoroughfares	(1) Dedication of right-of-way. The property owner shall provide all rights-of-way required for existing or future streets, and for all required street improvements, including perimeter streets and approach roads, as shown in the Thoroughfare Plan and as required by the TCSS or by other valid development plans approved by the Planning and Zoning Commission.	Modify requirement and replace it with the following language <i>“Dedication of right-of-way. The property owner shall provide all rights-of-way required for currently designated streets, and for all required street improvements, including perimeter streets and approach roads, as shown on the Concept Plan attached to the Cotton Center Development Agreement or by other valid development plans approved by the City.”</i>
Article 4, Division 1, Section 7.4.1.4 (i) – Specific Street Standards	(i) Half Streets. Construction of half streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of this Code and the Thoroughfare Plan, and where the Planning and Zoning Commission makes a determination that there is no immediate benefit to be gained by constructing the full street section since no access from the street will be needed by the subdivision in question. The Planning and Zoning Commission may also find that it would be more practical, or cost effective, to delay construction of the other half of a street until when the adjoining property is developed.	Modify requirement and replace it with the following language <i>“Half Streets. Construction of half streets shall be permitted. Half streets shall be allowed by a determination by the Director not unreasonably withheld.”</i>

CODE REFERENCE	CODE STANDARD	PROPOSED MODIFICATION
<p>Article 4, Division 1, Section 7.4.1.4 (o) – Specific Street Standards</p>	<p>(o) Construction of Streets. All streets shall be constructed in accordance with paving widths and specifications as set forth in the TCSS of the City of San Marcos at the time at which the preliminary plat application is officially submitted and deemed a complete application.</p>	<p>Modify requirement and replace it with the following language  <i>“Construction of Streets. All streets shall be constructed in accordance with paving widths and specifications as set forth in Exhibits “E”, “E-1” and “E-2” attached hereto at the time a preliminary plat application is officially submitted and deemed complete.”</i></p>
<p>Article 5, Division 1, Section 7.5.1.1 (b) – Storm Water Collection and Drainage Conveyance.</p>	<p>(b) Design Storm Event. All drainage facilities (including street curbs, gutters, inlets and storm wastewaters) shall be designed to intercept and transport runoff from a 25-year frequency storm. The drainage system shall be designed to convey those flows greater than a 25-year frequency, up to and including a 100-year frequency storm within defined rights-of-way or drainage easements. Peak flows shall not be increased at any location for the 2-, 5-, 10-, 25-, 50- or 100-year storm frequency which causes increased inundation of any building or roadway surface.</p>	<p>Modify requirement and replace it with the following language  <i>“Design Storm Event. All drainage facilities (including street curbs, gutters, inlets and stormwaters) shall be designed to intercept and transport runoff from a 25-year frequency storm. The drainage system shall be designed to convey those flows greater than a 25-year frequency, up to and including a 100-year frequency storm within defined rights-of-way or drainage easements. Peak flows shall not be increased at any location for the 2, 10, 25, or 100 year-storm frequency which causes increased inundation of any building or roadway surface.”</i></p>



CODE REFERENCE	CODE STANDARD	PROPOSED MODIFICATION
Article 6, Division 1 – Parks and Open Space	Refer to Article 6, Division 1 – Parks and Open Space.	Modified pursuant to Article VII and the Parks, Trails and Open Space Plan attached to the Cotton Center Development Agreement as <u>Exhibit “D”</u> and in accordance with the terms of this Development Agreement.
<b>Transportation Design Manual Chapter 1</b>	<b>Streets and Roadways</b>	
Section 1.4 – Roadway Design Standards	See Table 1-1 and associated Street Cross Sections	Delete current Roadway Design Standards Table 1-1 and associated Street Cross Sections and replace it with <u>Exhibits “E”, “E-1” and “E-2”</u> attached hereto.
Section 1.5.3.4 – Reverse Curves	Reverse curves shall be separated by a minimum tangent of 100 feet. Reverse curves on high-speed facilities should include an intervening tangent section of sufficient length to provide adequate superelevation transition between curves.	Modify requirement with the following language <i>“Reverse curves for collector and arterial streets shall be separated by a minimum tangent of 100 feet. Reverse curves on high-speed facilities should include an intervening tangent section of sufficient length to provide adequate superelevation transition between curves. Reverse curves are allowed for local street.”</i>
Section 1.5.6 – Cross Slopes	Pavement cross-slopes should be adequate to provide proper drainage. Cross-slopes should be 1.5 to 3.0 percent where there are flush shoulders adjacent to travel ways or where there are outer curbs.	Modify requirement with the following language: <i>“Pavement cross-slopes should be adequate to provide proper drainage. The minimum cross-slope should be 1.5 percent where there are flush shoulders adjacent to travel ways or where there are outer curbs.”</i>

CODE REFERENCE	CODE STANDARD	PROPOSED MODIFICATION
Section 1.6.3 – Cul-De-Sac	See Figure 1-16, Design Criteria for Residential Cul-de-Sacs	Modify Figure 1-16 to comply with Chapter 7, Article 4, Division 1, Section 7.4.1.4(k) to allow a 50 foot minimum right-of-way radius.
<b>Transportation Design Manual Chapter 2</b>	<b>Intersection Geometrics</b>	
Section 2.5.4 – Median Break Spacing	The fewer the driveways on a major, urban street, the more effectively it will serve its primary function. Spacing should be maintained between driveways and intersections appropriate to the character of the driveway and roadway....	Modify requirement with the following language: <i>“These requirements shall only apply for an arterial street. For residential streets, and collectors the median break spacing will be evaluated on a case by case basis.”</i>

**Exhibit D**  
Parks Plan



**Exhibit E**  
Roadway Design Standards

**EXHIBIT E**  
**ROADWAY DESIGN STANDARDS**

Design Elements	Alley	Residential Street	Residential / Neighborhood Collector	Commercial / Multifamily Collector	Minor Arterial
Proposed Street Sections	RA	RS A, B, C	BV C, D	AV A, B, C	BV A, B
Expected ADT (vpd)	----	500	500-3,000	2,000-10,000	3,500-12,000
Right-of-Way (ft)	20-24	50-58	80-93	85-91	95-115
Paved Width <sup>1</sup> (ft)	15-24	25	25-48	54	44-67
Number of Travel Lanes	1	2	2	2	4
Lane width (ft)	15-24	12.5	11-12.5	11-13.5	11
Design Speed	----	20	30	30	40
Curb Basis (ft)	----	11	19	12-19	12-19
Tangent Length Between Reverse Curves(ft)	----	0	100	100	150
Spacing of Cross-Street (ft)	----	125	250	250	1,000
Driveway Permitted	----	Yes	Varies	Restricted	Restricted
Driveway Spacing (ft)	----	1 Driveway / Property	50-75	150-200	150-200
Landscaping	----	Both Sides	Both Sides	Both Sides	Both Sides
Sidewalks	----	Min. 4'	Min. 5'	Min. 5'	Min. 5'
Bicycle Accessibility	----	----	5' S.U.P. Lane (both sides)	Yes <sup>2</sup>	Yes <sup>3</sup>
Grades % (max)	----	8	8	8	8
Minimum Median Widths (ft)	----	----	4	14	14
Expected Percent of Heavy Vehicles (%)	----	1.7	1.4-8.3	2.0-9.8	12.1-34.0

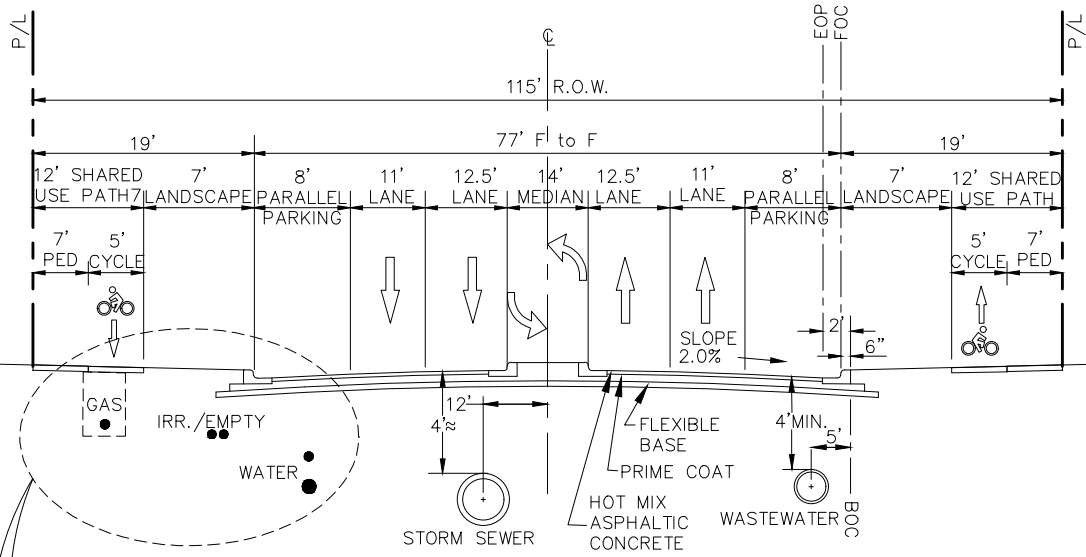
<sup>1</sup>Includes 10' left turn pocket lane pavement. Does not include shared use path.

<sup>2</sup>For Street Sections AV A & AV B, a 12' Shared Use Path (S.U.P) is provided on both sides which include a 5' one-way cycle lane. Street Section AV C provides shared lanes with sharrows.

<sup>3</sup>For Street Section BV A, a 12' Shared Use Path (S.U.P) is provided on both sides which include a 5' one-way cycle lane. For Street Section BV B, a two-way 12' shared use path is provided.

**Exhibit E-1**  
Typical Cross Sections

# BOULEVARD A

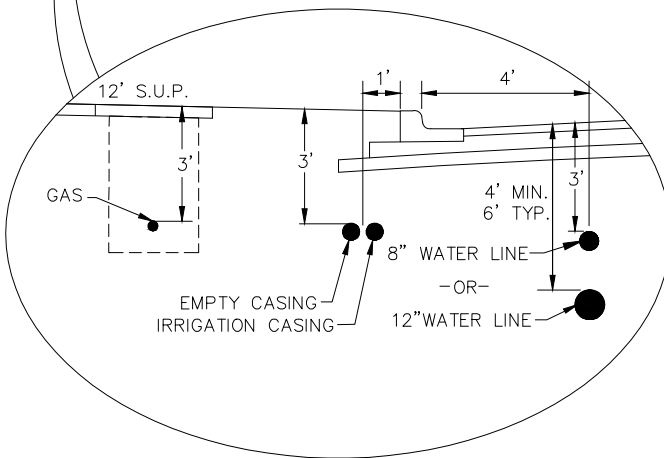
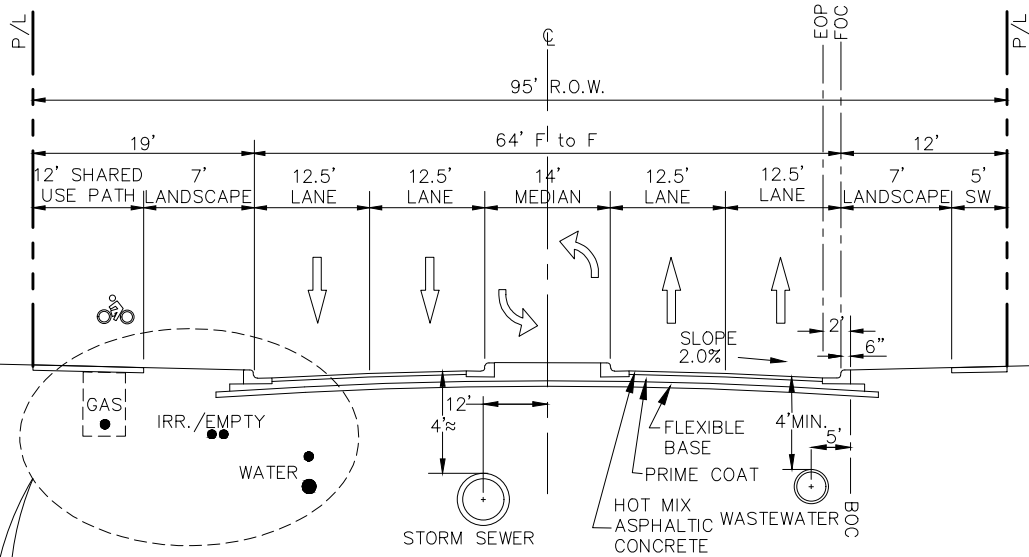


## FOUR-LANE BOULEVARD WITH ON-STREET PARKING AND SHARED USE PATH

APPROVED _____	DATE _____	SCALE: N.T.S.	DETAIL NO. BV 115-63
		INITIAL: BCS	



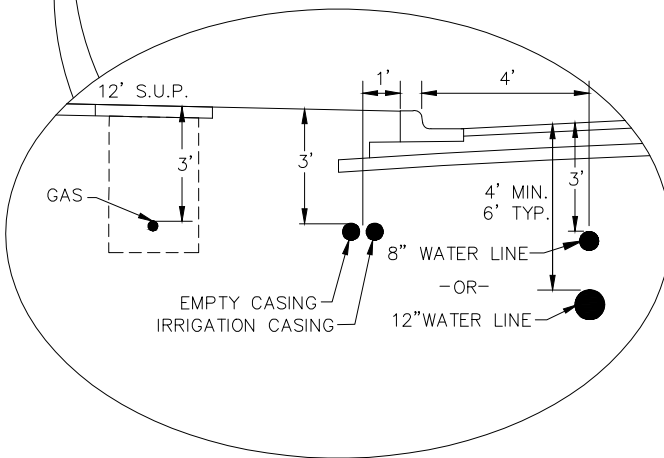
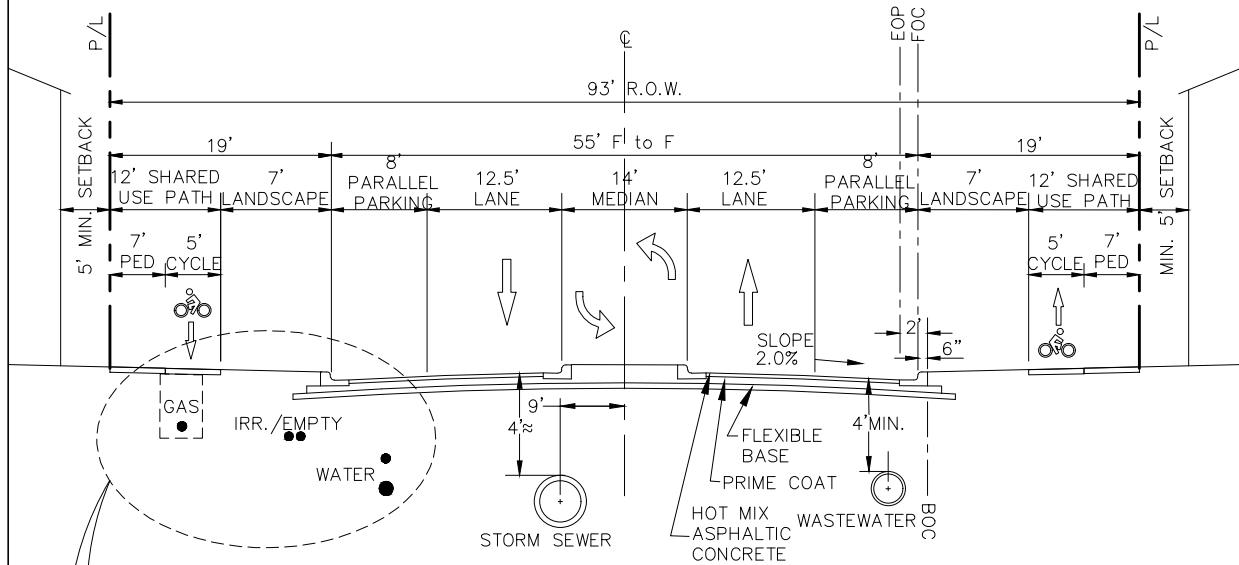
# BOULEVARD B



## FOUR-LANE BOULEVARD WITH SHARED USE PATH

APPROVED _____	DATE _____	SCALE: N.T.S.	DETAIL NO. BV 95-50
		INITIAL: BCS	

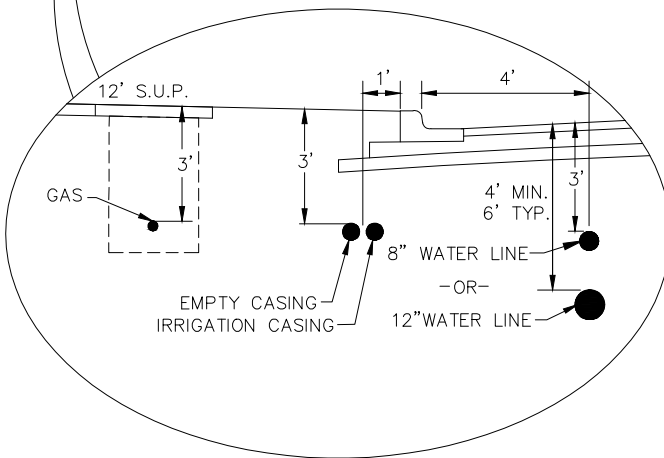
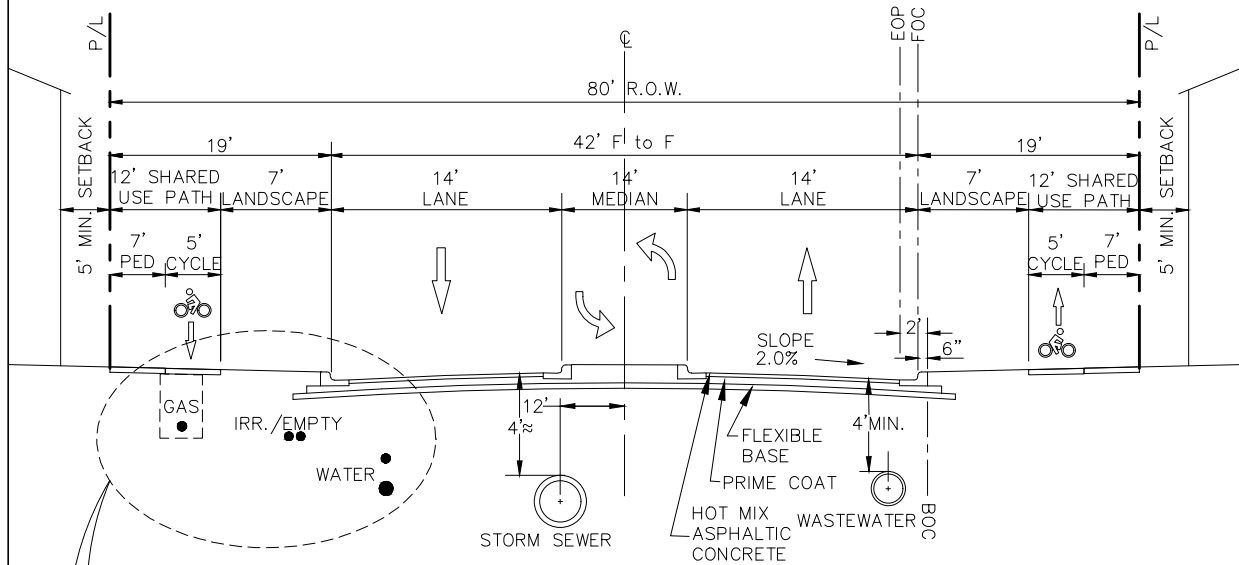
# BOULEVARD C



TWO-LANE BOULEVARD WITH ON-STREET PARKING AND SHARED USE PATH

APPROVED _____	DATE _____	SCALE: N.T.S.	DETAIL NO. BV 93-41
		INITIAL: BCS	

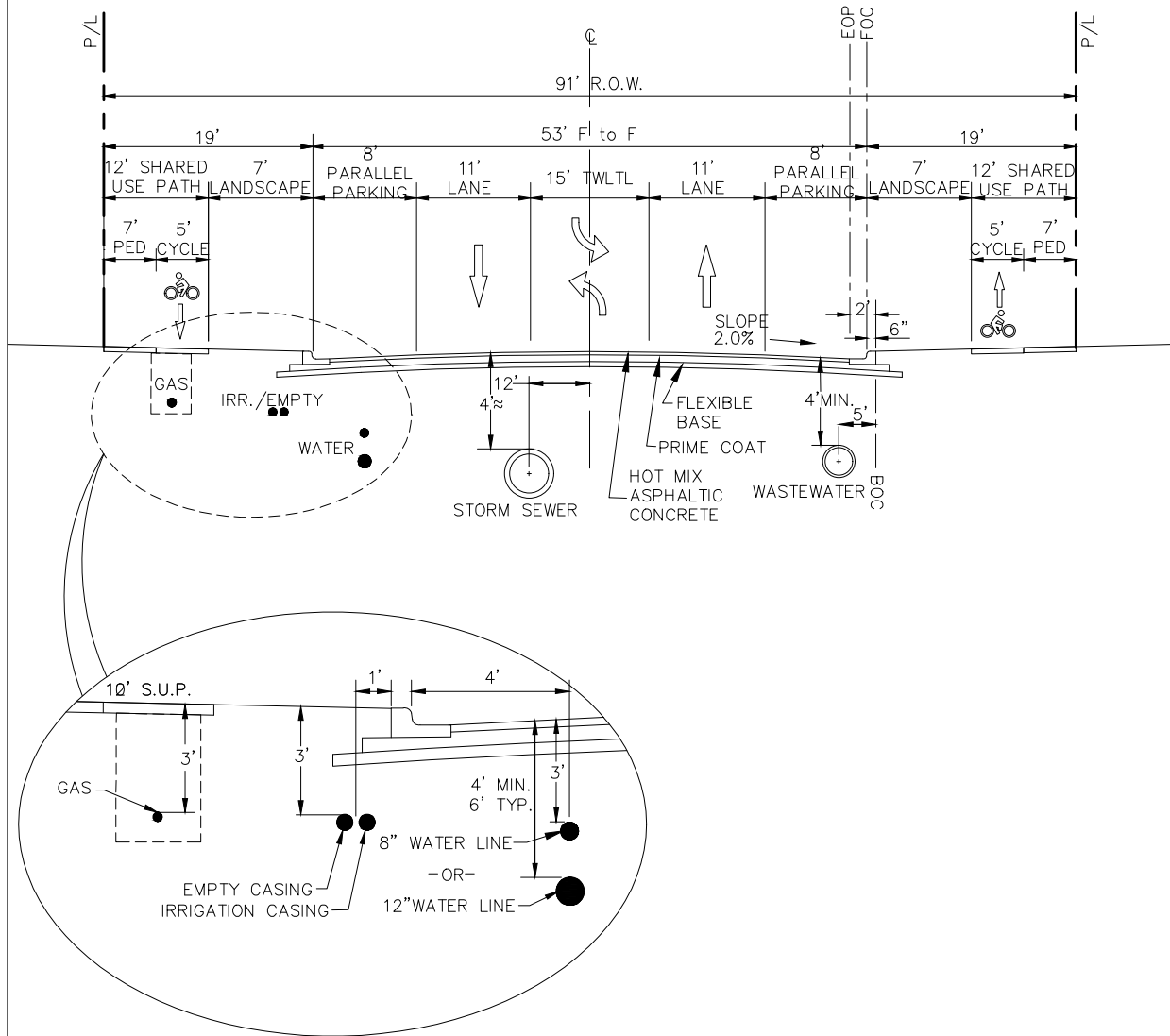
# BOULEVARD D



## TWO-LANE BOULEVARD WITH SHARED USE PATH

APPROVED _____	DATE _____	SCALE: N.T.S.	DETAIL NO. BV 80-28
		INITIAL: BCS	

# AVENUE A

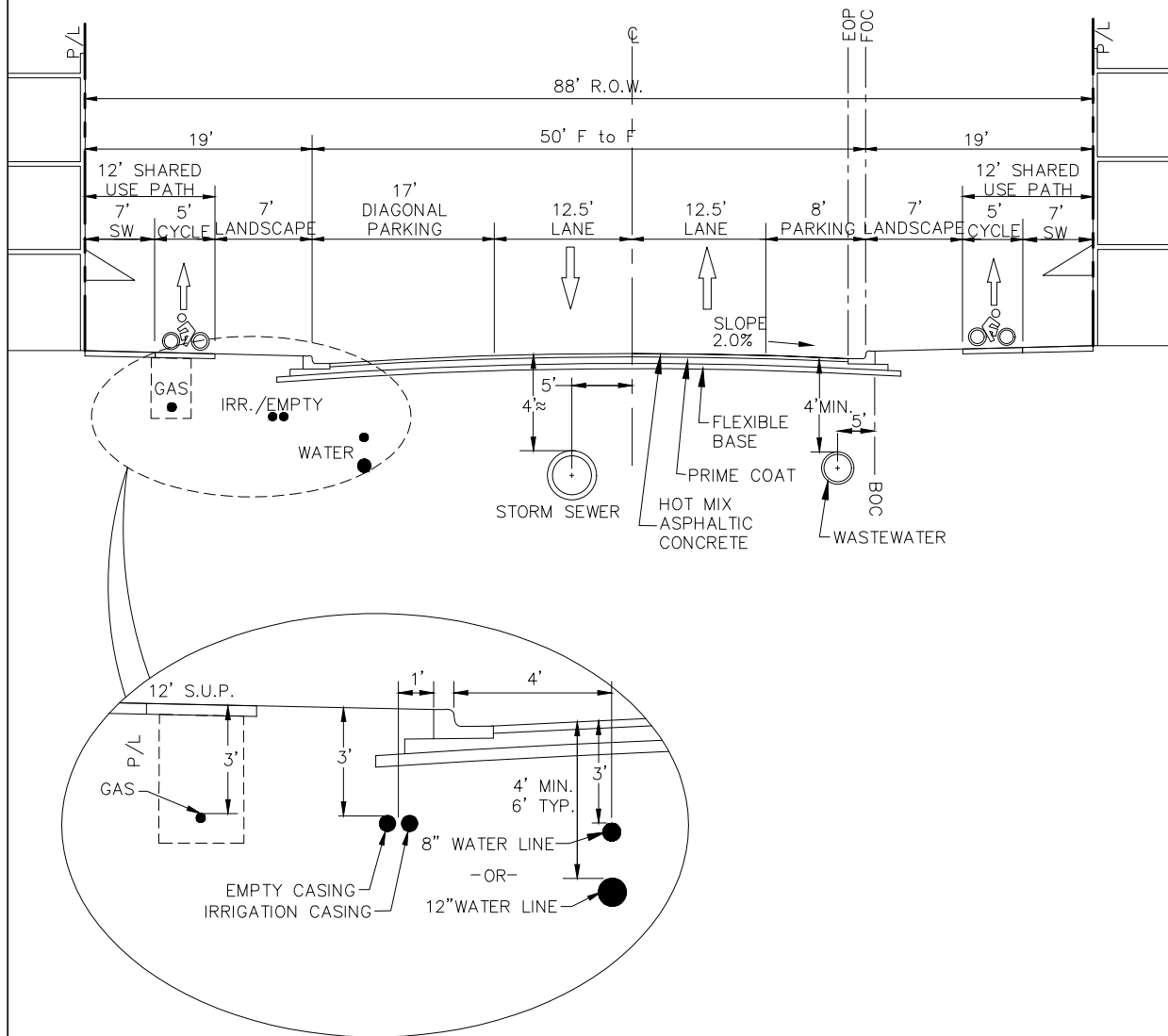


## THREE-LANE AVE WITH ON-STREET PARKING AND SHARED USE PATH

APPROVED _____	DATE _____	DETAIL NO.
		SCALE: N.T.S.
		INITIAL: BCS

AV 91-53

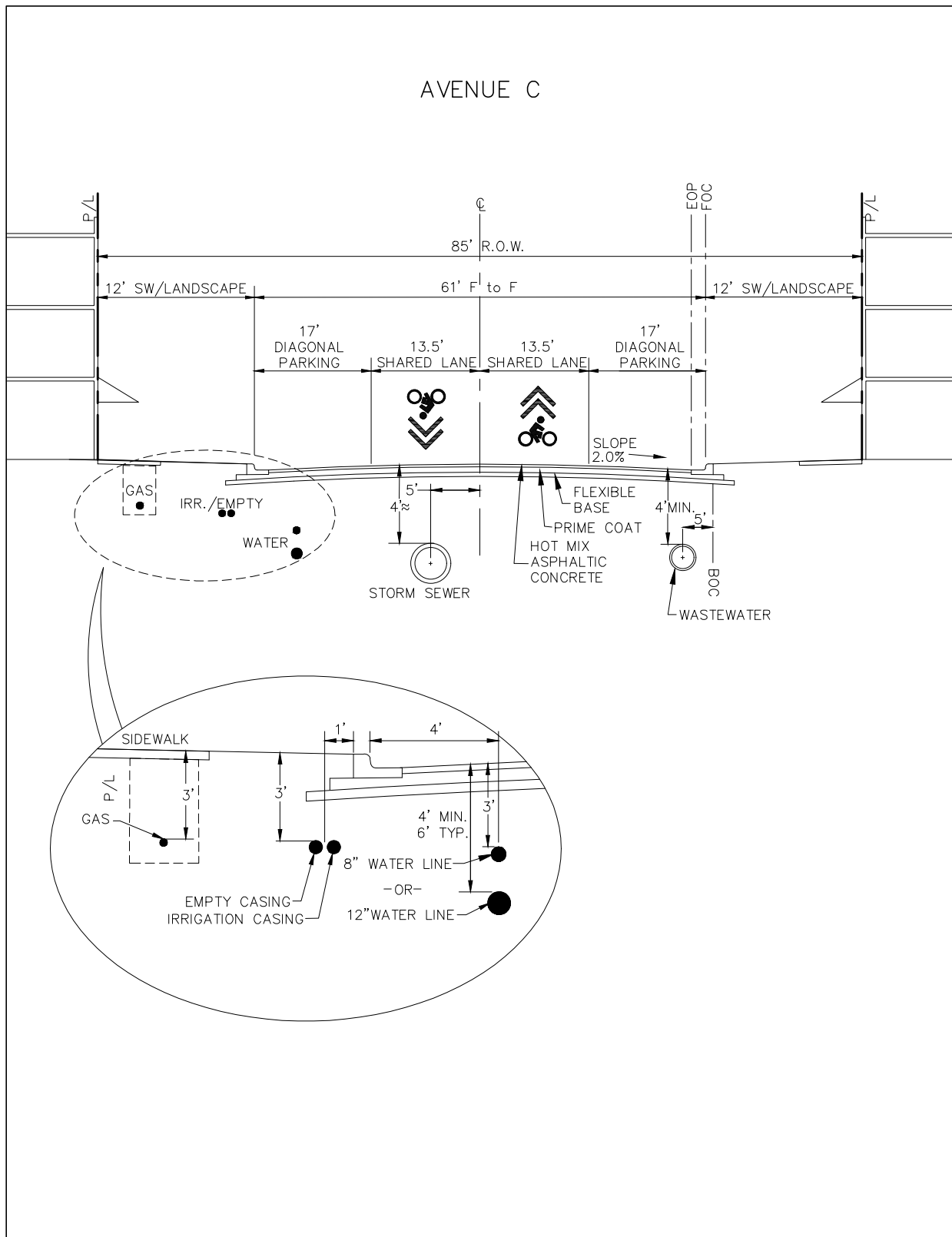
# AVENUE B



TWO-LANE COMMERCIAL WITH DIAGONAL & PARALLEL PARKING AND SHARED USE PATH

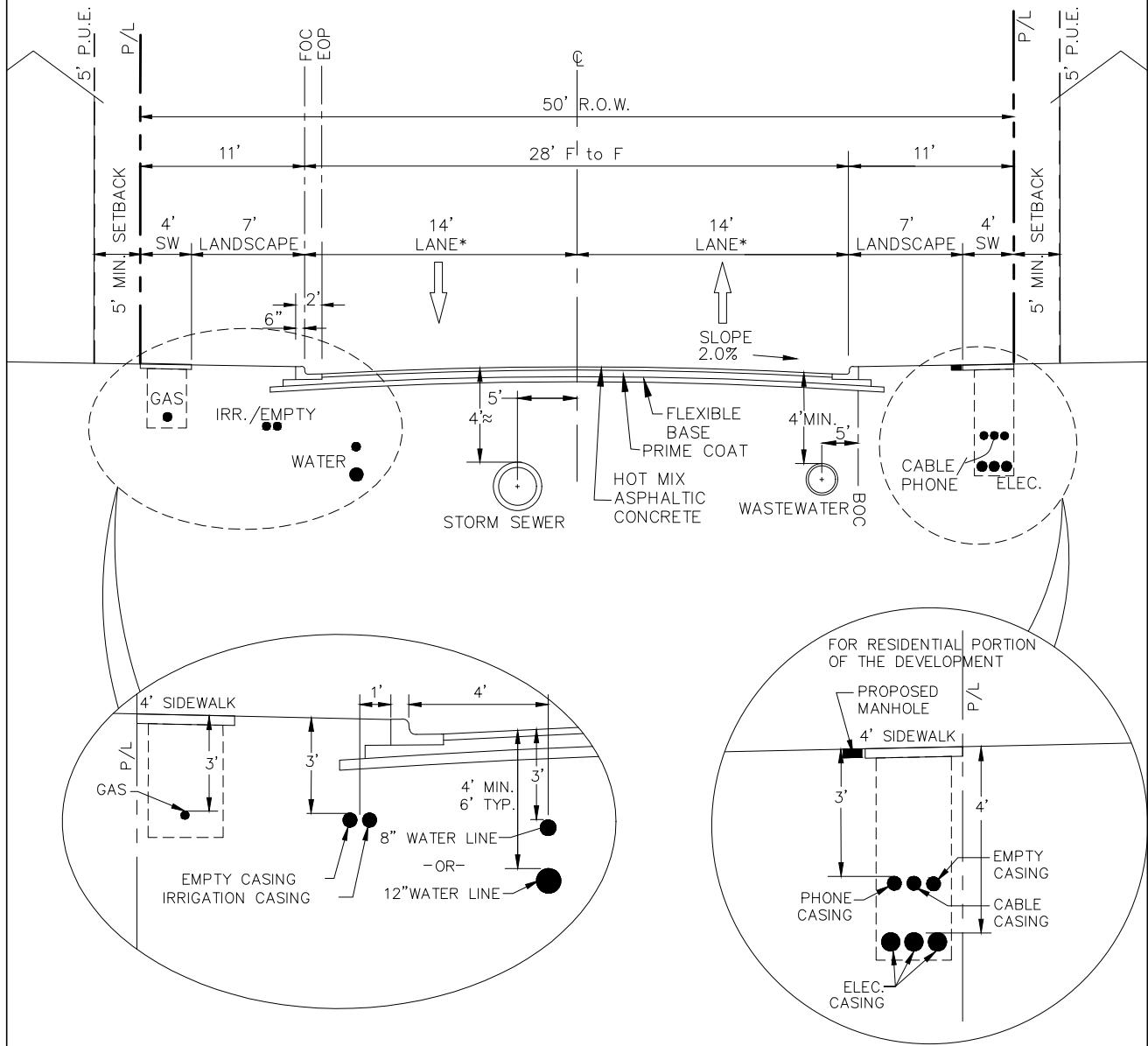
APPROVED _____	DATE _____	DETAIL NO.
		SCALE: N.T.S.
		INITIAL: BCS

CS 88-50



COMMERCIAL STREET WITH DIAGONAL PARKING AND SHARROWS		
<div>APPROVED</div> <div>DATE</div>		DETAIL NO.
	SCALE: N.T.S.	CS 85-61
	INITIAL: BCS	

# NEIGHBORHOOD A

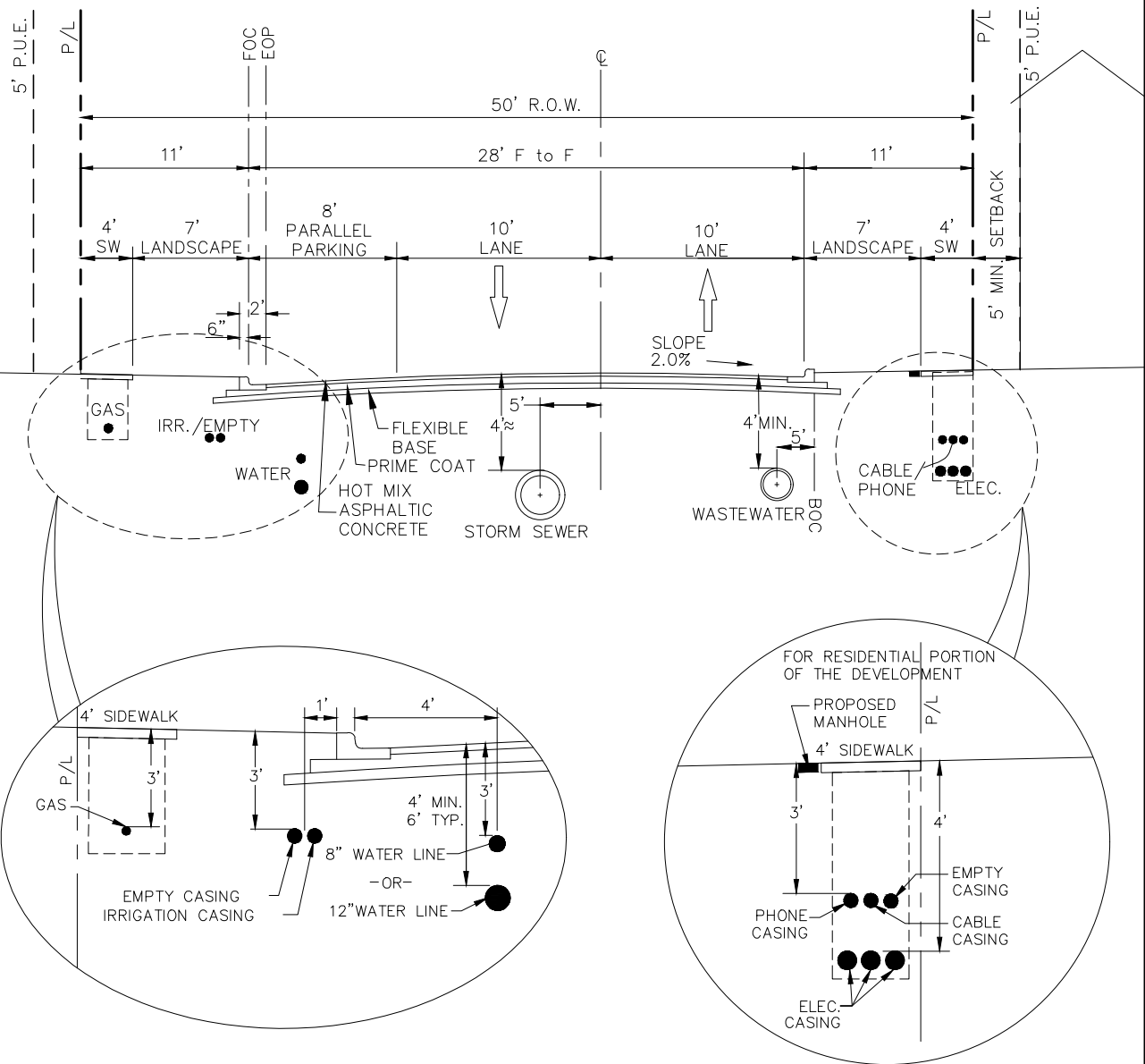


\*PARALLEL PARKING ALLOWED BUT NOT STRIPED.

## TWO-LANE RESIDENTIAL WITHOUT STRIPED PARALLEL PARKING

APPROVED _____	DATE _____	SCALE: N.T.S.	DETAIL NO. RS 50-28
		INITIAL: BCS	

# NEIGHBORHOOD B

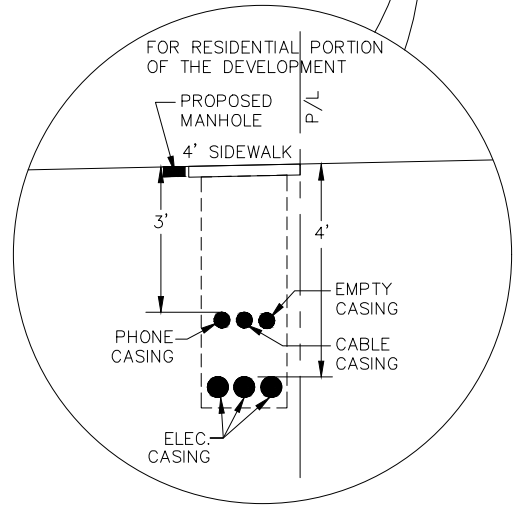
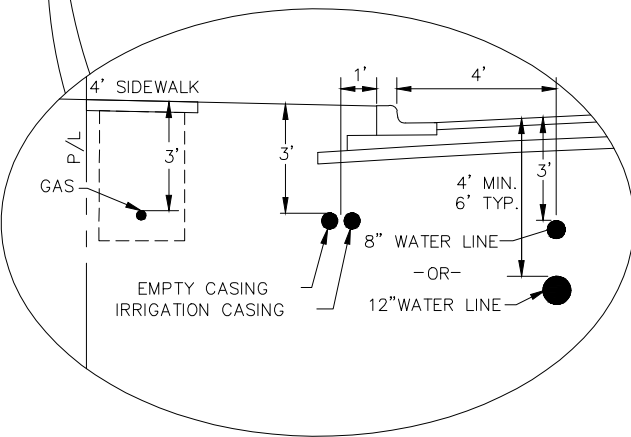
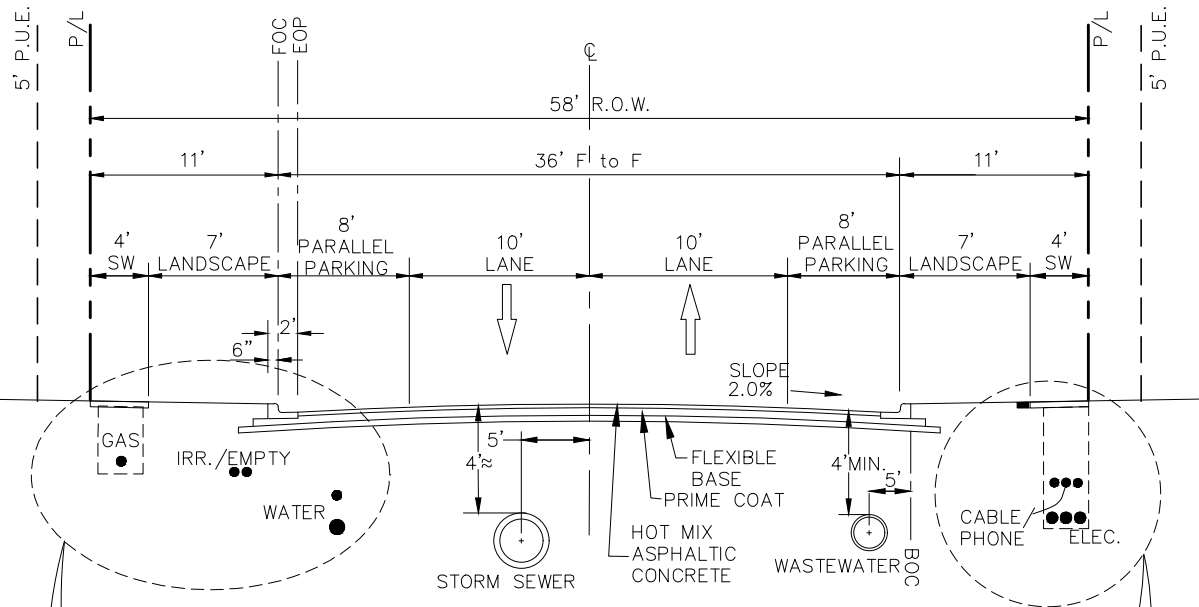


TWO-LANE RESIDENTIAL WITH STRIPED PARALLEL PARKING STRIPED (ONE SIDE)

APPROVED _____	DATE _____	SCALE: N.T.S.	DETAIL NO. RS 50-28(P)
		INITIAL: BCS	



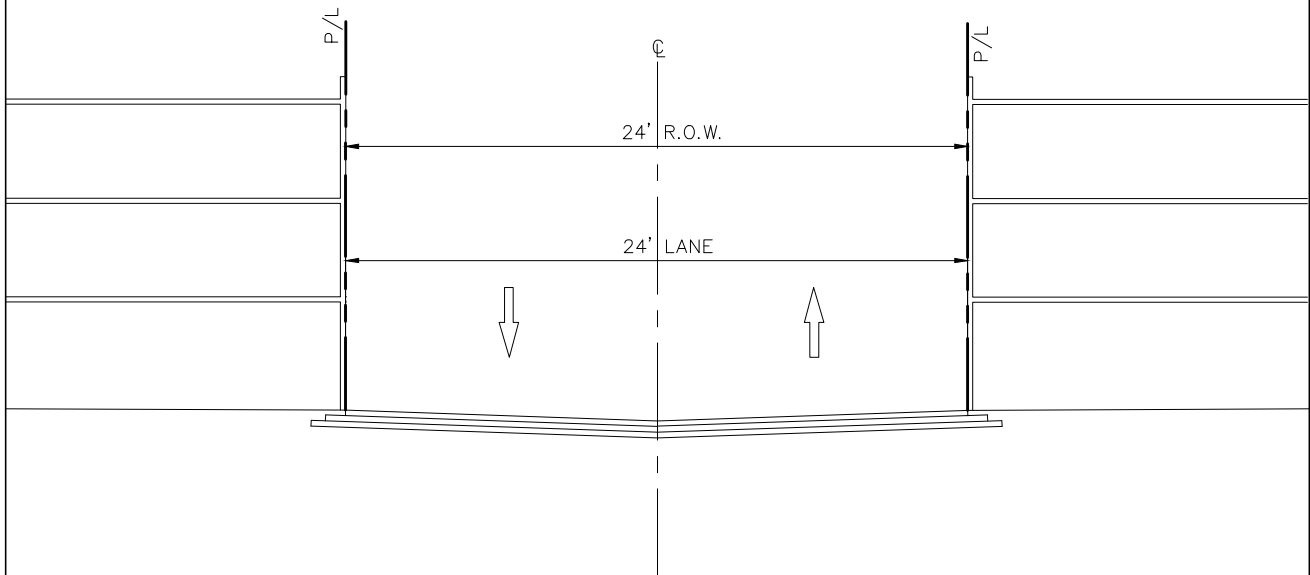
# NEIGHBORHOOD C



TWO-LANE RESIDENTIAL WITH STRIPED PARALLEL PARKING (BOTH SIDES)

APPROVED _____	DATE _____	SCALE: N.T.S.	DETAIL NO. RS 58-36
		INITIAL: BCS	

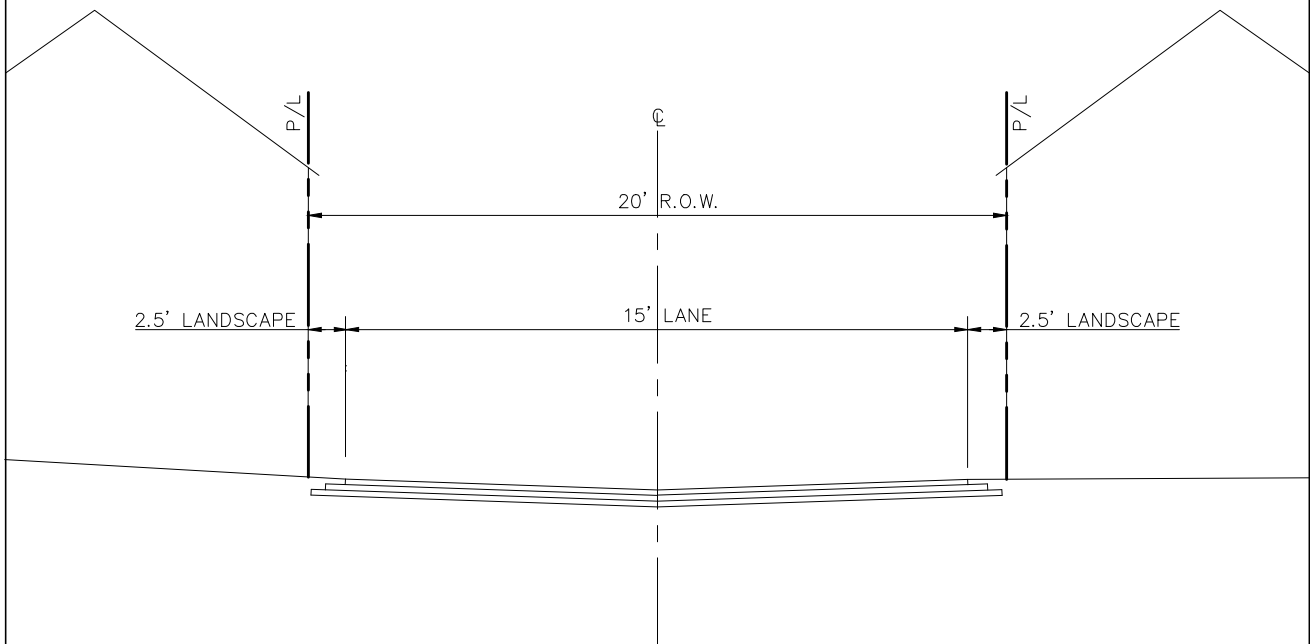
# COMMERCIAL ALLEY



## REAR ALLEY IN COMMERCIAL DISTRICT

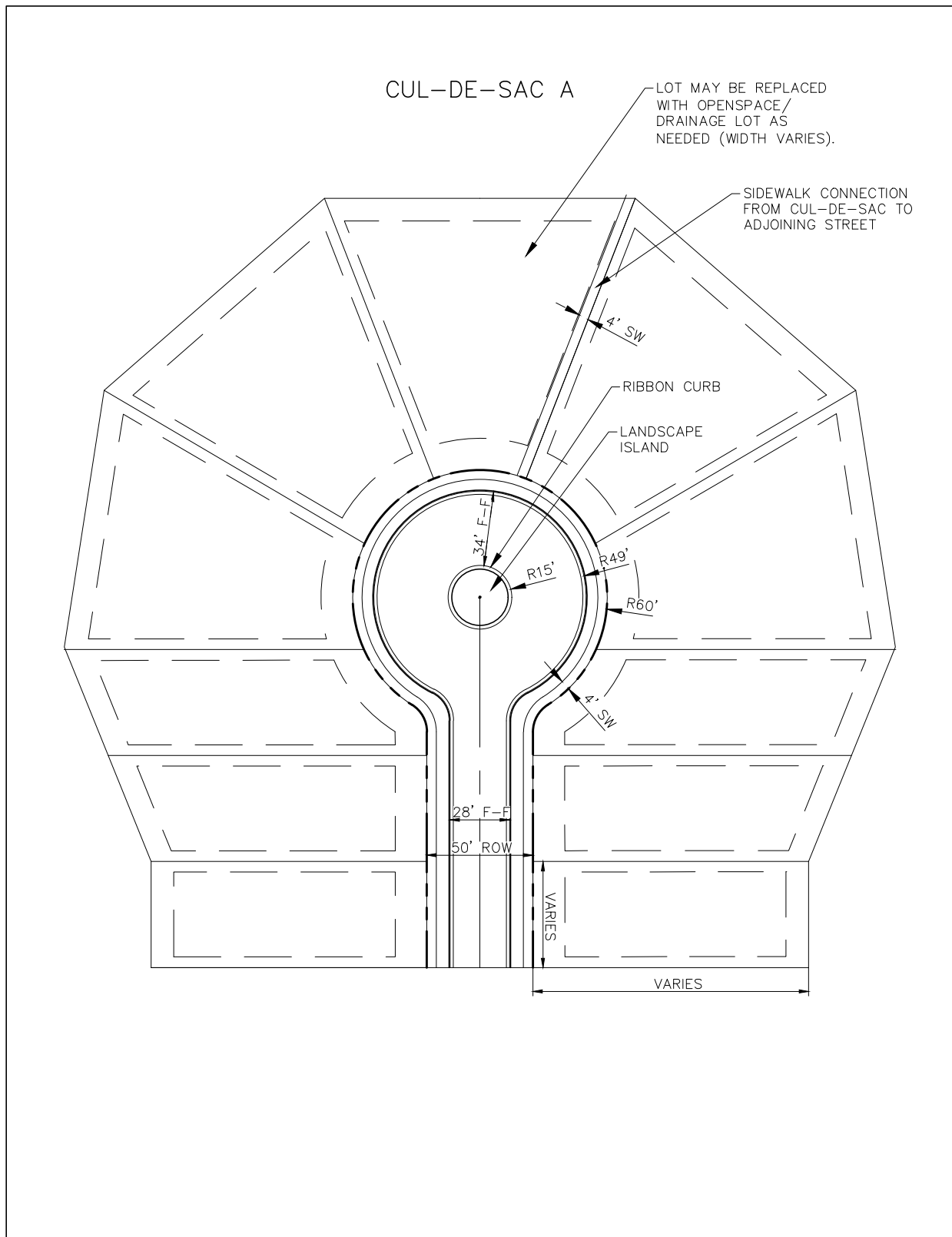
APPROVED _____ DATE _____		DETAIL NO.
		RA 24-24
		SCALE: N.T.S.
		INITIAL: BCS

# RESIDENTIAL ALLEY



## ONE-WAY REAR ALLEY IN RESIDENTIAL NEIGHBORHOOD

APPROVED _____	DATE _____	SCALE: N.T.S.	DETAIL NO. RA 20-15
		INITIAL: BCS	



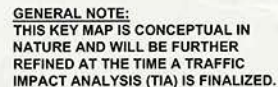
TYPICAL CUL-DE-SAC PLAN

			DETAIL NO. CDS 50-28 CDS 60-34
		SCALE: N.T.S.	
APPROVED	DATE	INITIAL: BCS	

**Exhibit E-2**  
Roadway Cross Sections Matrix

Roadway Type	ROW Width	Residential Driveway Access Permitted (Y/N)	Street Tree Requirement	Description	Additional Requirements
<i>Boulevard A Four-Lane Boulevard with On-Street Parking and Shared Use Path</i>	115'	N	1 shade tree minimum of 2" caliper per 50' of lineal street frontage (excluding medians).	this roadway shall be utilized as one of the 2 options of cross sections for Arterial Roadways	Along roadways where homes back up to the collector a combination of the following measures should be employed to promote an enhanced visual experience: Articulation of fencing both in layout and materials to include but not be limited to the use of masonry columns, wrought iron (or similar visual), additional landscape buffer areas, enhanced landscape planting, meandering sidewalks, benches, and the requirement of all homes backing to the collector to have at least one shade tree in the back yard.
<i>Boulevard B Four-Lane Boulevard with Shared Use Path</i>	95'	N	1 shade tree minimum of 2" caliper per 50' of lineal street frontage (excluding medians).	this roadway shall be utilized as one of the 2 options of cross sections for Arterial Roadways	Along roadways where homes back up to the collector a combination of the following measures should be employed to promote an enhanced visual experience: Articulation of fencing both in layout and materials to include but not be limited to the use of masonry columns, wrought iron (or similar visual), additional landscape buffer areas, enhanced landscape planting, meandering sidewalks, benches, and the requirement of all homes backing to the collector to have at least one shade tree in the back yard.
<i>Boulevard C Two-Lane Boulevard with On-Street Parking and Shared Use Path</i>	93'	N	1 shade tree minimum of 2" caliper per 50' of lineal street frontage (excluding medians).	this roadway shall be utilized as a cross section for major neighborhood / residential collector roadways	Along roadways where homes back up to the collector a combination of the following measures should be employed to promote an enhanced visual experience: Articulation of fencing both in layout and materials to include but not be limited to the use of masonry columns, wrought iron (or similar visual), additional landscape buffer areas, enhanced landscape planting, meandering sidewalks, benches, and the requirement of all homes backing to the collector to have at least one shade tree in the back yard.
<i>Boulevard D Two-Lane Boulevard with On-Street Parking and Shared Use Path</i>	80'	Y	1 shade tree minimum of 2" caliper per 50' of lineal street frontage (excluding medians).	this roadway shall be utilized as a cross section for minor neighborhood / residential collector roadways, driveway access will be permitted	When used as a neighborhood collector driveways can access, however wherever homes back up to the collector a combination of the following measures should be employed to promote an enhanced visual experience: Articulation of fencing both in layout and materials to include but not be limited to the use of masonry columns, wrought iron (or similar visual), additional landscape buffer areas, enhanced landscape planting, meandering sidewalks, benches, and the requirement of all homes backing to the collector to have at least one shade tree in the back yard.
<i>Avenue A Two-Lane Commercial with Diagonal &amp; Parallel Parking and Cycle Track</i>	91'	Y	1 shade tree minimum of 2" caliper per 50' of lineal street frontage (excluding medians).	this roadway shall be utilized as one of the 3 options of cross sections for commercial or multifamily collector roadways.	This roadway can be used where homes front along the parallel parking side of the road, and driveways may access. In cases where homes back up to the collector a combination of the following measures should be employed to promote an enhanced visual experience: Articulation of fencing both in layout and materials to include but not be limited to the use of masonry columns, wrought iron (or similar visual), additional landscape buffer areas, enhanced landscape planting, meandering sidewalks, benches, and the requirement of all homes backing to the collector to have at least one shade tree in the back yard.
<i>Avenue B Two-Lane Commercial with Diagonal &amp; Parallel Parking and Cycle Track</i>	88'	Y	1 shade tree minimum of 2" caliper per 50' of lineal street frontage (excluding medians).	this roadway shall be utilized as one of the 3 options of cross sections for commercial or multifamily collector roadways.	This roadway can be used where homes front along the parallel parking side of the road, and driveways may access. In cases where homes back up to the collector a combination of the following measures should be employed to promote an enhanced visual experience: Articulation of fencing both in layout and materials to include but not be limited to the use of masonry columns, wrought iron (or similar visual), additional landscape buffer areas, enhanced landscape planting, meandering sidewalks, benches, and the requirement of all homes backing to the collector to have at least one shade tree in the back yard.
<i>Avenue C Two-Lane Commercial with Diagonal Parking and Sharrows</i>	85'	Y	1 shade tree minimum of 2" caliper per 50' of lineal street frontage (excluding medians).	this roadway shall be utilized as one of the 3 options of cross sections for commercial or multifamily collector roadways.	This roadway can be used where homes front along the parallel parking side of the road, and driveways may access. In cases where homes back up to the collector a combination of the following measures should be employed to promote an enhanced visual experience: Articulation of fencing both in layout and materials to include but not be limited to the use of masonry columns, wrought iron (or similar visual), additional landscape buffer areas, enhanced landscape planting, meandering sidewalks, benches, and the requirement of all homes backing to the collector to have at least one shade tree in the back yard.
<i>Neighborhood A Two Lane Residential</i>	50'	Y	1 shade tree minimum of 2" caliper per 50' of lineal street frontage .	This roadway will be for the internal use of neighborhood streets	None
<i>Neighborhood B Two Lane Residential w Parking on 1 Side</i>	50'	Y	1 shade tree minimum of 2" caliper per 50' of lineal street frontage .	This roadway will be for the internal use of neighborhood streets	None
<i>Neighborhood C Two Lane Residential w Parking Both Sides</i>	58'	Y	1 shade tree minimum of 2" caliper per 50' of lineal street frontage .	This roadway will be for the internal use of neighborhood streets	None
<i>Commercial Alley</i>	24'	N	None	This roadway will provide rear access to commercial areas where necessary	None
<i>Residential Alley</i>	20'	Y	None	This roadway will provide alley access for SF 4.5 or other alley loaded residential uses	None

**Exhibit E-3**  
Roadway Key Map





**Exhibit F**  
Memorandum of Agreement

## MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS

§

HAYS AND CALDWELL COUNTIES

§

§

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of record, the existence of that certain Cotton Center Development Agreement dated effective as of \_\_\_\_\_, 2016 (the "Agreement"), by and among the **City of San Marcos, Texas**, a Texas home rule city (the "City") and **Walton Texas, LP**, a Texas limited partnership (herein referenced as "Walton"). Walton is an owner of that certain real property located in Caldwell County, Texas, as described on **Exhibit A** ("Cotton Center"). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of Cotton Center. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of Cotton Center.

NOTICE TO BUYERS: ANNEXATION OF ALL OR A PORTION OF COTTON CENTER BY THE CITY IS CONTEMPLATED. BY ACCEPTING A DEED TO ALL OR A PORTION OF COTTON CENTER, EACH FUTURE OWNER OF PROPERTY WITHIN COTTON CENTER GRANTS ITS CONSENT TO SUCH ANNEXATION.

The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising Cotton Center and shall be binding upon all future owners of property in Cotton Center. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Caldwell County, Texas, (ii) providing notice to future owners of property in Cotton Center that land uses and development intensities are flexible and may change within Cotton Center without notice, and (iii) providing notice to future owners of property in Cotton Center that annexation of all or a portion of Cotton Center by the City is contemplated and that by accepting a deed to property in Cotton Center they are consenting to such annexation. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either Walton or the City.

**CITY:**

CITY OF SAN MARCOS, a Texas home rule city

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

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

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

Date: \_\_\_\_\_

**OWNERS:**

**WALTON TEXAS LP**, a Texas limited partnership,  
on behalf of itself in its capacity as an Owner of the Property and on behalf of the Individual  
Owners in its capacity as operator and manager of the Interests of the Individual Owners of the  
Property

By: Walton Texas GP LLC, a Texas limited liability company,  
its General Partner

By: Walton International Group, Inc., a Nevada corporation,  
its Manager

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

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

STATE OF ARIZONA §

§

COUNTY OF MARICOPA §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
2016, by \_\_\_\_\_ and \_\_\_\_\_, each an Authorized  
Signatory of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas  
GP, LLC, a Texas limited liability company, General Partner of Walton Texas, LP, a Texas limited  
partnership, on behalf of said limited partnership.

(Personalized Seal)

\_\_\_\_\_  
Notary Public, State of Arizona

**WALTON SILVER CROSSING LP,**  
Alberta (Canada) limited partnership

By: Walton Silver Crossing Corporation,  
an Alberta (Canada) corporation,  
its General Partner

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

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

PROVINCE OF ALBERTA                   §  
   §  
CITY OF CALGARY                       §

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for said Province of Alberta, personal appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton Silver Crossing Corporation, an Alberta (Canada) corporation, the General Partner of Walton Silver Crossing LP, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said acknowledged said instrument to be the free act and deed of said General Partner for an behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the Province of Alberta

**WALTON TX AUSTIN LAND LP,**  
an Alberta (Canada) limited partnership

By: Walton TX Austin Land Corporation,  
an Alberta (Canada) corporation,  
its General Partner

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

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

PROVINCE OF ALBERTA §  
CITY OF CALGARY §

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for said Province of Alberta, personal appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton TX Austin Land Corporation, an Alberta (Canada) corporation, the General Partner of Walton TX Austin Land Limited Partnership, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said acknowledged said instrument to be the free act and deed of said General Partner for and on behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal the day and year last above written.

Notary Public in and for the Province of Alberta

**WALTON TX MARTINDALE LP,**  
an Alberta (Canada) limited partnership

By: Walton TX Martindale Corporation,  
an Alberta (Canada) corporation,  
its General Partner

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

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

PROVINCE OF ALBERTA                   §  
  §  
CITY OF CALGARY                     §

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for said Province of Alberta, personal appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton TX Martindale Corporation, an Alberta (Canada) corporation, the General Partner of Walton TX Martindale LP, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said acknowledged said instrument to be the free act and deed of said General Partner for and on behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the Province of Alberta

**WALTON TX MARTINDALE LP 2,**  
an Alberta (Canada) limited partnership

By: Walton TX Martindale Corporation,  
an Alberta (Canada) corporation,  
its General Partner

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

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

PROVINCE OF ALBERTA                               §  
CITY OF CALGARY                                     §

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for said Province of Alberta, personal appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton TX Martindale Corporation, an Alberta (Canada) corporation, the General Partner of Walton TX Martindale LP, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said acknowledged said instrument to be the free act and deed of said General Partner for and on behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal the day and year last above written.

Notary Public in and for the Province of Alberta

**Exhibit G**  
Additional Land



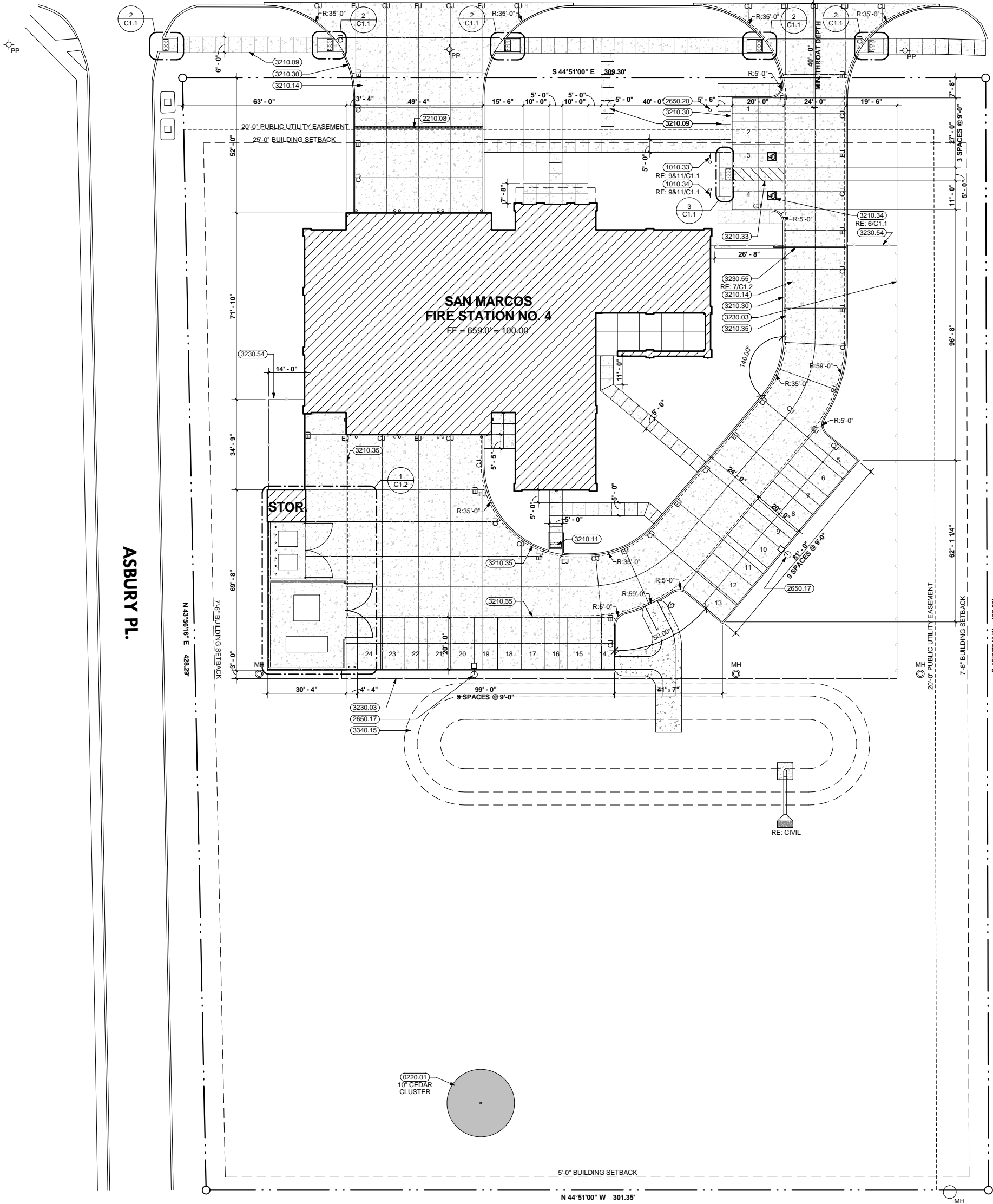


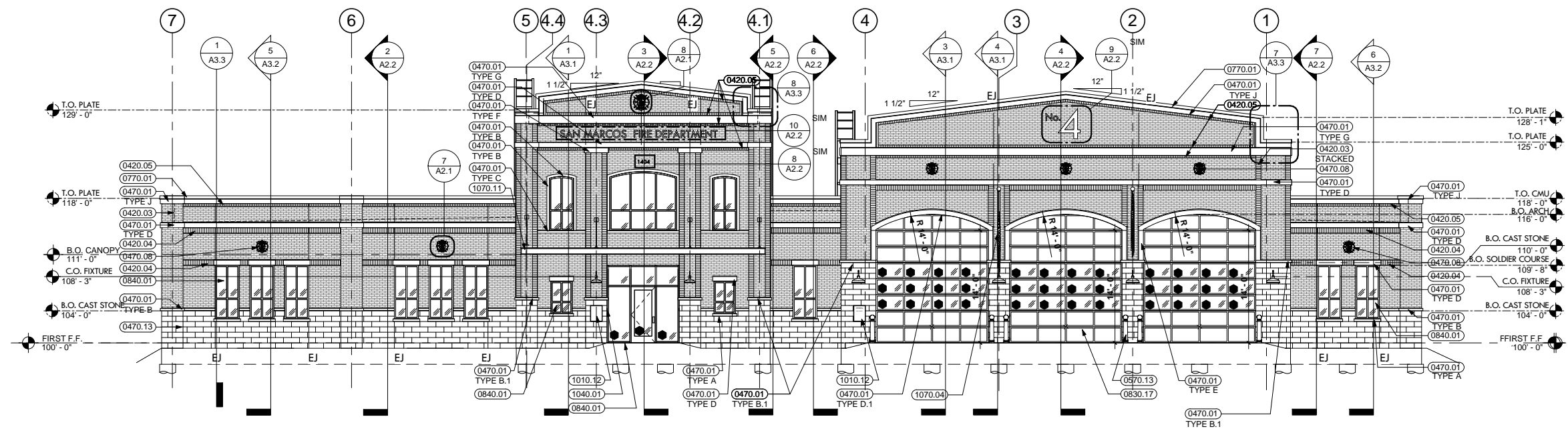
#### LEGEND

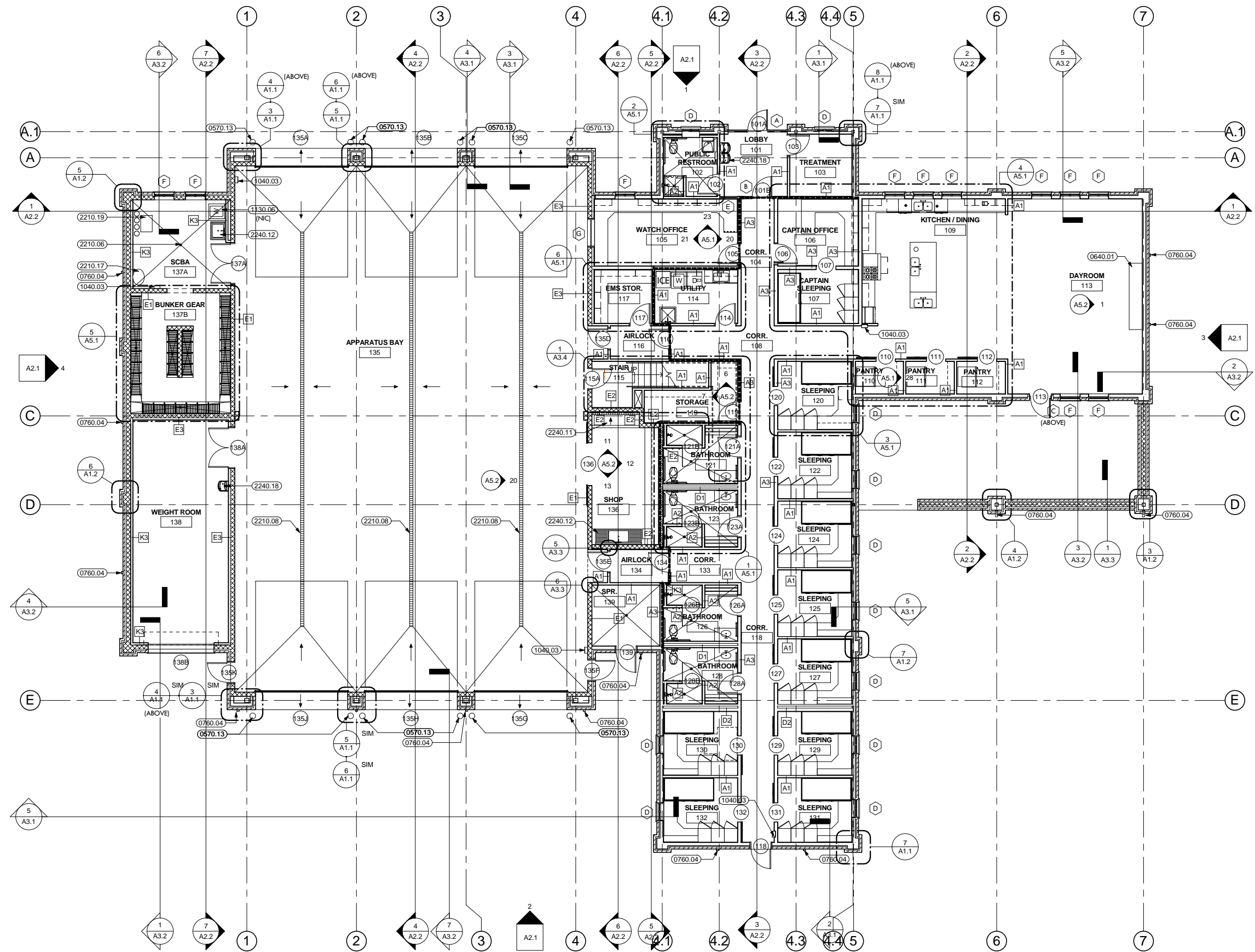
- RESIDENTIAL (RES)
- MULTIFAMILY (MF)
- POTENTIAL OUT PARCEL TO BE ADDED
- PARKS
- SCHOOLS
- COMMERCIAL (COMM)
- OFFICE
- INDUSTRIAL (IND)
- PUBLIC WORKS (PW)
- FLOOD PLAIN
- OPEN SPACE / DRAINAGE

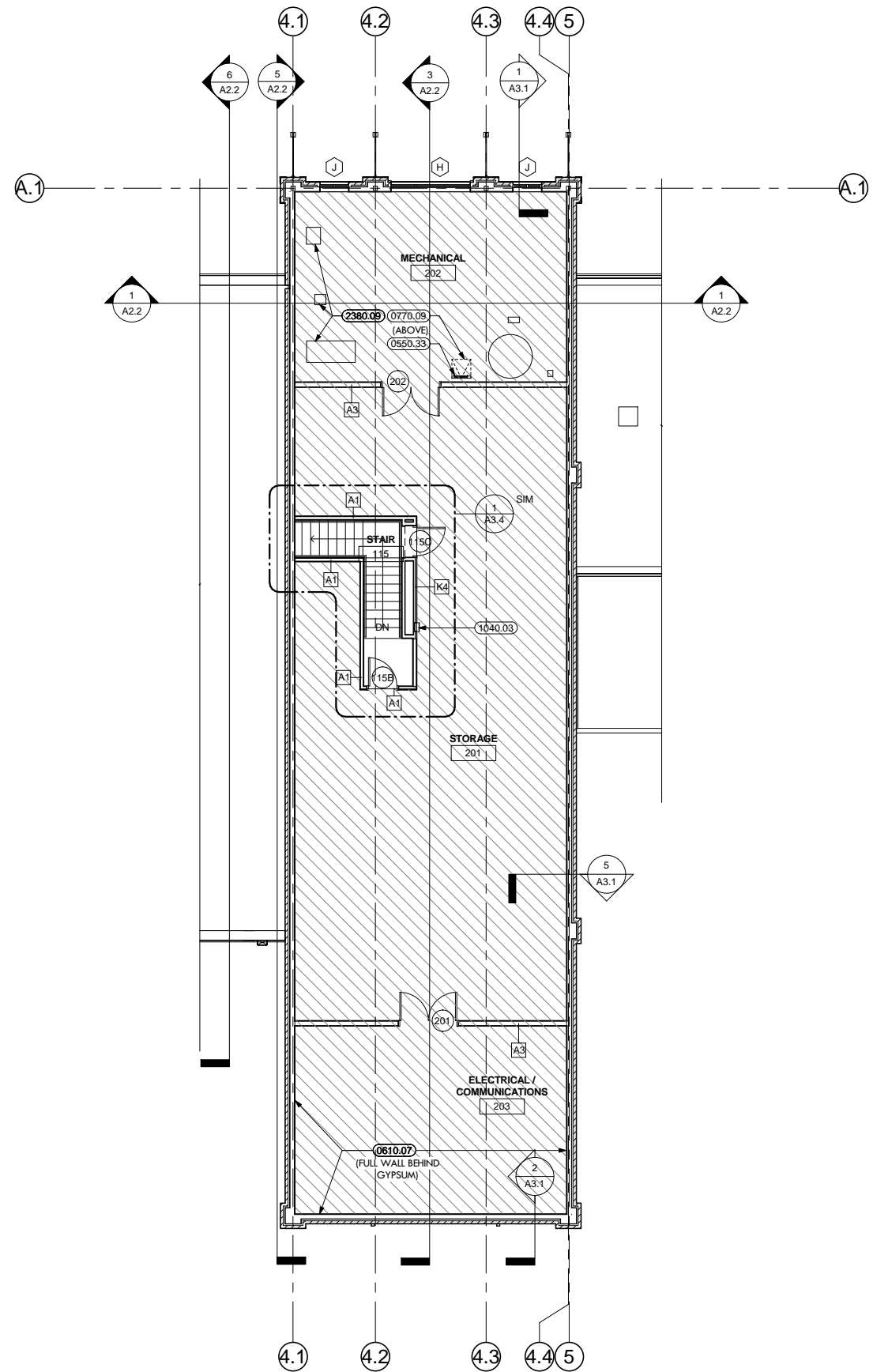
**Exhibit H**  
Fire Station Specifications

WONDER WORLD DR.











**COUNSEL FOR CITY:**

APPROVED AS TO FORM BY:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney

EXECUTED in multiple counterparts, each of which shall constitute an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY:**

CITY OF SAN MARCOS, a Texas home rule city

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Secretary

State of Texas  
County of \_\_\_\_\_

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) 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 \_\_\_\_\_, (\_\_\_\_).

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

**OWNERS:**

**WALTON TEXAS LP**, a Texas limited partnership,  
on behalf of itself in its capacity as an Owner of the Property and on behalf of the Individual  
Owners in its capacity as operator , as applicable

By: Walton Texas GP, LLC, a Texas limited liability company,  
its General Partner

By: Walton International Group, Inc., a Nevada corporation,  
its Manager

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

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

STATE OF ARIZONA                   §  
   §  
COUNTY OF MARICOPA           §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
2016, by \_\_\_\_\_ and \_\_\_\_\_, each an Authorized  
Signatory of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas  
GP, LLC, a Texas limited liability company, General Partner of Walton Texas, LP, a Texas limited  
partnership, on behalf of said limited partnership.

(Personalized Seal)

\_\_\_\_\_  
Notary Public, State of Arizona



**WALTON SILVER CROSSING LP,**  
Alberta (Canada) limited partnership

By: Walton Silver Crossing Corporation,  
an Alberta (Canada) corporation,  
its General Partner

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

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

PROVINCE OF ALBERTA                      §  
   §  
CITY OF CALGARY                           §

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for said Province of Alberta, personal appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton Silver Crossing Corporation, an Alberta (Canada) corporation, the General Partner of Walton Silver Crossing LP, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said acknowledged said instrument to be the free act and deed of said General Partner for an behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the Province of Alberta

**WALTON TX AUSTIN LAND LP,**  
an Alberta (Canada) limited partnership

By: Walton TX Austin Land Corporation,  
an Alberta (Canada) corporation,  
its General Partner

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

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

PROVINCE OF ALBERTA §  
CITY OF CALGARY §

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for said Province of Alberta, personal appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton TX Austin Land Corporation, an Alberta (Canada) corporation, the General Partner of Walton TX Austin Land Limited Partnership, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said acknowledged said instrument to be the free act and deed of said General Partner for and on behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal the day and year last above written.

Notary Public in and for the Province of Alberta

**WALTON TX MARTINDALE LP 2,**  
an Alberta (Canada) limited partnership

By: Walton TX Martindale Corporation 2,  
an Alberta (Canada) corporation,  
its General Partner

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

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

PROVINCE OF ALBERTA                                 §  
CITY OF CALGARY   §

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for said Province of Alberta, personal appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who by me duly sworn (or affirmed), did say that each of them is an Authorized Signatory of Walton TX Martindale Corporation 2, an Alberta (Canada) corporation, the General Partner of Walton TX Martindale LP 2, an Alberta (Canada) limited partnership, and that said instrument was signed on behalf of said limited partnership by authority of its partners, and said acknowledged said instrument to be the free act and deed of said General Partner for and on behalf of the said limited partnership.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal the day and year last above written.

Notary Public in and for the Province of Alberta

**WALTON TX MARTINDALE LP 2,**  
an Alberta (Canada) limited partnership

By: Walton TX Martindale Corporation,  
an Alberta (Canada) corporation,  
its General Partner

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

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

PROVINCE OF ALBERTA                      §  
   §  
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IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the Province of Alberta