

## **RESTRICTIVE COVENANT AGREEMENT**

THIS RESTRICTIVE COVENANT AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between **Walton Texas, LP**, a Texas limited partnership, on behalf of itself in its capacity as an owner and on behalf of all other owners in its capacity as a manager, operator or agent, as applicable (the “**Owner**”), and the City of San Marcos, Texas (the “**City**”).

### **RECITALS:**

A. Owner is the owner of a tract of land totaling approximately 18.74 acres situated in Hays County, Texas, more particularly described in Exhibit "A", attached hereto (the "**Property**").

B. Owner and the City desire to subject the Property to the terms of this Declaration.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Owner and the City do hereby agree as follows:

1. **Establishment of Prohibited Uses Restrictive Covenant.** The Parties hereto agree and acknowledge that the Property shall be held, sold, transferred, conveyed and occupied subject to the restrictive covenant that without a subsequent change to the zoning approvals, no residential use that is otherwise permitted under the CD-5 zoning district, as defined in section 4.4.3.6 and Table 5.1 of section 5.1.1.2 in the San Marcos Development Code adopted on April 17, 2018, and amended on September 1, 2020 be constructed on any portion of the 18.74-acre tract lying within the John H. Yearby Survey, and being a portion of a called 495.23 acre tract, conveyed to Walton Texas, LP, a Texas limited partnership, in Volume 3822, Page 246, Official Public Records of Hays County, Texas, as set out in Exhibit “A” attached.

2. **No Consent Required.** The Owner and the City each hereby represent and warrant to the other that they have full requisite power and authority to enter into this Agreement without the joinder or further consent of any other party, including without limitation that of any lender, lienholder or tenant, and that this Agreement will not be subordinate to any existing lien or other monetary encumbrance.

3. **Remedies.** The City may pursue any remedies available at law or in equity to enforce the provisions of this Agreement, including the recovery of reasonable attorney's fees and court costs.

4. **No Waiver.** The failure of the City or Owner to avail itself of any of the privileges, rights, covenants, agreements, terms and conditions of this Agreement for any period of time or at any time shall not be construed or deemed to be a waiver thereof, and nothing herein contained, nor anything done or omitted to be done by the City or Owner

pursuant hereto, shall be deemed a waiver by the other of any of its rights and remedies hereunder or under the laws of the State of Texas. The enforcement of any right or remedy hereunder by the City, either prior to, simultaneously with, or subsequent to any other action taken hereunder, shall not be deemed an election of remedies.

5. **Modification.** This Agreement may not be modified or amended unless such modification or amendment has been reduced to writing approved by the city council of the City and signed by all of the then-existing owners of the Property or portions thereof, and by the City, and has been recorded in the Official Public Records of Hays County, Texas.

6. **Binding Effect.** The obligations created hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

7. **Partial Invalidity.** If any provision of this Declaration shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

[SIGNATURES ON NEXT PAGE]

**OWNER:**

**Walton Texas, LP**, a Texas limited partnership,  
on behalf of itself in its capacity as owner and  
on behalf of all other owners in its capacity as  
manager, operator or agent, 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: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State of Arizona, personal appeared \_\_\_\_\_, to me personally known, who by me duly sworn (or affirmed), did say that he/she is the \_\_\_\_\_ of Walton International Group, Inc., a Nevada corporation, the General Partner of Walton Texas GP, LLC, a Texas limited liability company, the Manager of Walton Texas, LP, a Texas limited partnership, on behalf of itself in its capacity as owner and on behalf of all other owners in its capacity as manager, operator or agent, as applicable and that said instrument was signed on behalf of said partnership.

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

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## EXHIBIT A

### EXHIBIT "A" DESCRIPTION

A 18.74 acres (816,302 square feet), tract of land, lying within the John H. Yearby Survey, Abstract 508, Hays County, Texas, and being a portion of a called 495.23 acre tract, conveyed to Walton Texas, LP in Volume 3822, Page 246, Official Public Records of Hays County, Texas, described as follows:

**COMMENCING** at a 1/2" iron rod found for an ell corner of said 495.23 acre tract, the western corner of a called 2.183 acre tract, conveyed to Pablo Zapata in Volume 1165, Page 11, Deed Records of Hays County, Texas and also being on the northeastern right of way line of Centerpoint Road, from which a 1/2" iron rod found for the southern corner of said 495.23 acre tract, the eastern corner of a called 1.109 acre tract, conveyed to Fleur Geiger in Document No. 21026919, Official Public Records of Hays County, Texas and also being on the northwestern right-of-way line of South Old Bastrop Highway, bears S64°35'28"E, a distance of 705.63 feet;

**THENCE**, over and across said 495.23 acre tract, the following seventeen (17) courses and distances:

1. N20°27'56"W, a distance of 3316.61 feet to a calculated point for the **POINT OF BEGINNING** and the southern corner of the herein described tract,
2. N45°55'13"W, a distance of 631.61 feet to a calculated point for the western corner of the herein described tract,
3. N48°25'30"E, a distance of 1218.78 feet to a calculated point for the northern corner of the herein described tract,
4. S43°16'46"E, a distance of 606.50 feet to a calculated point,
5. S46°41'16"E, a distance of 66.88 feet to a calculated point for the eastern corner of the herein described tract,
6. S34°46'21"W, a distance of 545.78 feet to a calculated point on the arc of a curve to the right,
7. With said curve to the right, an arc distance of 178.93 feet, having a radius of 1000.00 feet, an angle of 10°15'07", and a chord bearing N46°28'14" W, a distance of 178.69 feet to a calculated point;
8. S44°12'02"W, a distance of 45.39 feet to a calculated point,
9. S31°33'25"W, a distance of 70.21 feet to a calculated point,
10. S39°01'30"W, a distance of 76.09 feet to a calculated point,
11. S46°46'40"W, a distance of 67.44 feet to a calculated point,
12. S64°53'45"W, a distance of 72.82 feet to a calculated point,
13. S71°08'35"W, a distance of 59.54 feet to a calculated point,
14. S57°09'17"W, a distance of 78.76 feet to a calculated point,
15. S49°54'54"W, a distance of 67.77 feet to a calculated point,
16. S72°24'23"W, a distance of 49.18 feet to a calculated point,
17. S18°33'04" W, a distance of 91.21 feet to the **POINT OF BEGINNING**.

Containing 18.74 acres or 816,302 square feet, more or less.

#### BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), South Central Zone (4204).

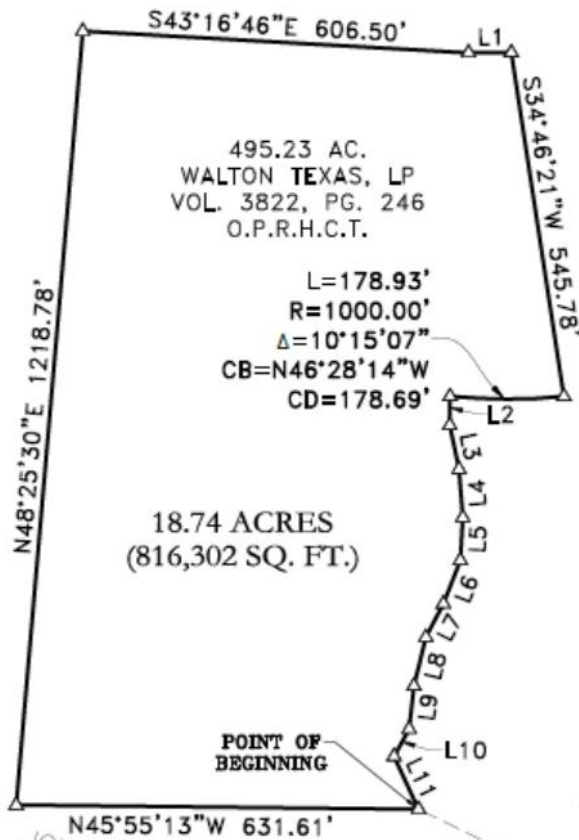
Robert J. Gertson, RPLS  
Texas Registration No. 6367  
Arwell, LLC  
805 Las Cimas Parkway, Suite 310  
Austin, Texas 78746  
Ph. 512-904-0505  
TBPLS Firm No. 10193726



I:\21004913 - gae larp boundary\dwg\survey\21004913 zoning cd-5 18.74ac.dwg Saved: 3/30/2022 6:56 AM PlotDate: 3/30/2022 7:03 AM

### LEGEND

- △ CALCULATED POINT
- PROPERTY CORNER FOUND AS NOTED
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS



LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	S46°41'16"E	66.88'
L2	S44°12'02"W	45.39'
L3	S31°33'25"W	70.21'
L4	S39°01'30"W	76.09'
L5	S46°46'40"W	67.44'
L6	S64°53'45"W	72.82'
L7	S71°08'35"W	59.54'
L8	S57°09'17"W	78.76'
L9	S49°54'54"W	67.77'
L10	S72°24'23"W	49.18'
L11	S18°33'04"W	91.21'

JOHN H. YEABBY SURVEY  
ABSTRACT NO. 508

495.23 AC.  
WALTON TEXAS, LP  
VOL. 3822, PG. 246  
O.P.R.H.C.T.

2.183 AC. DOC. NO. 21026919  
PABLO ZAPATA  
VOL. 1165, PG. 11  
D.R.H.C.T.

1.109 AC.  
FLEUR GEIGER  
O.P.R.H.C.T.

N20°27'56"W  
3316.61'

1/2" IRON ROD FOUND  
S64°35'28"E  
705.63'

1/2" IRON ROD FOUND

S. OLD BASTROP HWY

POINT OF COMMENCING  
CENTERPOINT RD.

18.74 ACRE  
OUT OF THE JOHN H. YEABBY SURVEY,  
ABSTRACT 508  
HAYS COUNTY, TEXAS

DATE: 12/21/21  
DRAWN: EB  
CHECKED: RG  
JOB NO.: 21004913

PG.  
02  
OF  
02

