



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Regular Meeting Agenda - Final Planning and Zoning Commission

Tuesday, August 26, 2014

6:00 PM

City Council Chambers

630 E. Hopkins

- I. Call To Order
- II. Roll Call
- III. Chairperson's Opening Remarks
- IV. 30 Minute Citizen Comment Period

CONSENT AGENDA

1. Consider approval of the minutes of the Regular Meeting on August 12, 2014.

PUBLIC HEARINGS

2. PDA-14-03 (Cotton Center) Hold a public hearing and consider a request by Metcalfe, Wolff, Stuart & Williams, on behalf of Walton Texas, LP, for a petition for a development agreement for approximately 2,358 acres out of the William Pettus League Survey, generally located north of Martindale to FM 1966 and east of the San Marcos Airport to State Highway 142.

NON-CONSENT AGENDA

3. Consider approval of amendments to the Planning & Zoning Commission Bylaws.
4. Development Services Report:
 - a. American Planning Association Conference- Oct. 15-18 /Frisco, TX

V. Question and Answer Session with Press and Public.

VI. Adjournment

Notice of Assistance at the Public Meetings

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission was removed by me from the City Hall bulletin board on the _____ day of _____

_____ Title:



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#13-493, **Version:** 1

AGENDA CAPTION:

Consider approval of the minutes of the Regular Meeting on August 12, 2014.

Meeting date: August 26, 2014

Department: Development Services

Funds Required: n/a

Account Number: n/a

Funds Available: n/a

Account Name: n/a

CITY COUNCIL GOAL:

BACKGROUND:



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Meeting Minutes Planning and Zoning Commission

Tuesday, August 12, 2014

6:00 PM

City Council Chambers

630 E. Hopkins

I. Call To Order

With a quorum present, the regular meeting of the San Marcos Planning and Zoning Commission was called to order by Chair Wood at 6:00 p.m. on Tuesday, August 12, 2014 in the Council Chambers of the City of San Marcos, City Hall, 630 E. Hopkins, San Marcos, Texas 78666.

II. Roll Call

Commissioner Kelsey late time in 6:02 p.m.

Present 9 - Commissioner Corey Carothers, Commissioner Kenneth Ehlers, Commissioner Jane Hughson, Commissioner Travis Kelsey, Commissioner Brian Olson, Commissioner Angie Ramirez, Commissioner Curtis Seebeck, Commissioner Amy Stanfield, and Commissioner Chris Wood

III. Chairperson's Opening Remarks

IV. 30 Minute Citizen Comment Period

There were no comments.

CONSENT AGENDA

1. Consider approval of the minutes of the Regular Meeting on July 22, 2014.
2. PC-14-15_02 (Blanco Vista Tract C, Phase 1) Consider a request by CSF Civil Group, on behalf of Brookfield Residential, for approval of a Preliminary Plat for approximately 15.5 acres, more or less, out of the William Ward League Survey, located east of Blanco Vista Boulevard.

Commissioner Kelsey was not present for the vote.

A motion was made by Commissioner Seebeck, seconded by Commissioner Ramirez, that the Consent Agenda be approved. The motion carried by the following vote:

For: 8 - Commissioner Carothers, Commissioner Ehlers, Commissioner Hughson, Commissioner Olson, Commissioner Ramirez, Commissioner Seebeck, Commissioner Stanfield and Commissioner Wood

Against: 0

Absent: 1 - Commissioner Kelsey

PUBLIC HEARINGS

There were no public hearing items on the agenda.

NON-CONSENT AGENDA

3. Review, discuss and receive direction concerning updates to the Planning & Zoning Commission Bylaws.

The Commission and staff reviewed, discussed and made recommendations to update the Planning and Zoning Commission Bylaws. The Bylaws will be on the August 26, 2014 agenda for consideration.

- 4. Development Services Report:
 - a. Code SMTX update
 - b. Rhythm of the Street - July 26th
 - c. APA Conference - Oct.15-18

Matthew Lewis thanked everyone who participated in the Rhythm of the Street event and reported that the event was a success. Mr. Lewis asked the Commission to notify staff if they were interested in attending the 2014 American Planning Association Conference in Frisco, Texas on October 15-18th.

V. Question and Answer Session with Press and Public.

There were no questions from the Press and Public.

VI. Adjournment

A motion was made by Commissioner Seebeck, seconded by Commissioner Kelsey, that the meeting be adjourned at 6:17 p.m. The motion carried unanimously.

Chris Wood, Commission Chair

Kenneth Ehlers, Commissioner

Travis Kelsey, Commissioner

Curtis Seebeck, Commissioner

Jane Hughson, Commissioner

Angie Ramirez, Commissioner

Brian Olson, Commissioner

Corey Carothers, Commissioner

Amy Stanfield, Commissioner

ATTEST:

Francis Serna, Recording Secretary

Notice of Assistance at the Public Meetings

I certify that the attached notice and agenda of items to be considered by the Planning and Zoning Commission was removed by me from the City Hall bulletin board on the _____ day of _____

_____ Title:



Legislation Text

File #: ID#13-514, **Version:** 1

AGENDA CAPTION:

PDA-14-03 (Cotton Center) Hold a public hearing and consider a request by Metcalfe, Wolff, Stuart & Williams, on behalf of Walton Texas, LP, for a petition for a development agreement for approximately 2,358 acres out of the William Pettus League Survey, generally located north of Martindale to FM 1966 and east of the San Marcos Airport to State Highway 142.

Meeting date: August 26, 2014

Department: Development Services

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

CITY COUNCIL GOAL: Big Picture Infrastructure

BACKGROUND:

The subject property is located outside the City limits, but within the Extraterritorial Jurisdiction and adjacent to an Employment Center (airport) on the Preferred Scenario Map. The applicant's stated intention to provide a mixed use development is generally consistent with the City's plans for future growth in the area.

All of the information submitted with the application and petition for development agreement has been attached for the Commission's review including a draft development agreement proposed by the applicant. The applicant has also submitted a request for consent to create a Municipal Utility District for the subject area. Staff is currently negotiating the terms of the consent agreement which will be presented to the Commission at a later date.

A recommendation by the Commission to approve this petition will allow City staff to begin negotiations with the applicant regarding the proposed terms of the development agreement.

Staff recommends approval of the petition for a development agreement so that negotiation of the proposed document may begin.

PDA-14-03 Cotton Center North of Martindale & East of the San Marcos Airport



Applicant Information:

Property Owner / Applicant: Walton Texas, LP
515 Congress Ave, Suite 1620
Austin, TX 78701

Agent: Metcalfe, Wolff, Stuart & Williams
221 W. 6th St, Suite 1300
Austin, TX 78701

Summary: This site is located in the eastern ETJ and a Consent Agreement is in negotiation for the creation of a Municipal Utility District (MUD). The applicant is requesting approval of a Petition for a Development Agreement, for a mixed use development. Approval of the petition allows staff to begin negotiating the agreement.

Traffic / Transportation: The site is generally bound by FM 1984, FM 1966 and State Highway 142. The Union Pacific Railroad line and the future Yarrington Road extension generally bisect the property. Additional roadways are included in the Concept Plan. The applicant is proposing a trail system throughout the development.

Utility Capacity: The City of San Marcos will not provide water service to the site however the development may be served by City of San Marcos wastewater. A request for the creation of a MUD is currently being reviewed. The property is located within Maxwell Water Supply Corporation and Martindale Water Supply Corporation service boundaries.

Code Requirements

The purpose of a petition for approval of a development agreement is to determine whether the City wishes to authorize, by binding contract, a plan of development for land located in the City's extraterritorial jurisdiction (ETJ). The agreement can outline terms and a schedule for annexation, land use regulations and development standards.

Prior to beginning negotiations, the Land Development Code requires that the Planning and Zoning Commission and City Council hold public hearings and approve the petition for a Development Agreement. If Council approves the petition, the City Manager shall coordinate efforts to negotiate the agreement and a land use plan for the property with the property owner. The Council may appoint a subcommittee of its members for purposes of reviewing and facilitating negotiations with the property owner.

The draft agreement will then be presented to City Council for a final decision. The Council may accept, accept with modifications, or deny the proposal (1.4.2.4).

Staff Analysis and Recommendation

The site is located adjacent to an Employment Center (Airport) on the Preferred Scenario Map, and the stated intention of the proposal is generally consistent with the City’s plans for future growth. No other issues have been identified at this point that would make compliance with 2.2.1.2 impossible.

Staff recommends approval of the petition for a development agreement so that negotiation of the proposed document may begin.

Planning Department Recommendation	
X	Approve as submitted
	Approve with conditions
	Alternative
	Denial

Prepared By:

Amanda Hernandez, AICP, CNU-A	Senior Planner	August 18, 2014
Name	Title	Date

The Commission's Responsibility:

The following policies shall be taken into consideration in deciding a petition for approval of a development agreement (2.2.1.2):

- (a) Development of the property under the proposed agreement and land use plan should implement the policies of the Comprehensive Plan;
- (b) Extension of public facilities and services to the property under the agreement should not compromise the City's ability to timely provide adequate public facilities to property inside the City or degrade environmental resources;
- (c) Water quality impacts arising from the proposed development should be mitigated by measures provided in the development agreement (or as a minimum required by TCEQ for areas over the recharge zone).
- (d) The agreement should not further creation or expansion of other utility providers to the City's detriment;
- (e) The agreement should authorize application of the City's zoning and development standards to the uses proposed, which otherwise could not be applied to the proposed development;
- (f) The agreement should authorize the City to recoup the costs of capital improvements provided to the development while it remains in the extraterritorial jurisdiction;
- (g) The schedule of annexation proposed in the agreement should further the City's policies on expansion and growth of the City;
- (h) The agreement should not create future barriers to annexation of land contiguous to the area subject to the agreement; and
- (i) The agreement should not promote economic development that undermines or inhibits economic development within the City center or other economic centers of the community;
- (j) Proposed development transfers should substantially further protection of water quality and result in compatible development on the receiving site.



Petition for Development Agreement Checklist

1. A pre-application conference with staff is recommended.
2. A completed application for a Petition for Development Agreement and required fees.
3. Location map showing subject property.
4. 15 copies of a conceptual plan of development for the property on sheets 24" X 36" containing the following specific elements:
 - a. The number of dwelling units by type of residential use and the square footage of non-residential uses by category of use.
 - b. Estimated population and employment growth expected from the development.
 - c. Prospective zoning district classifications for the land for use as reference districts.
 - d. Other requirement for a Concept Plan as required by the Director of Development Services.
5. A description of all requested variations from standards that are otherwise applicable to the proposed development within the extraterritorial jurisdiction under this Land Development Code.
6. A detailed description of the standards proposed to be applied to the development plan that are otherwise applicable outside the City limits.
7. A preliminary analysis of the need for public facilities to serve the development, including water, wastewater, roadway, drainage, park and school facilities, together with a plan for providing or financing such facilities and a schedule for provision thereof.
8. A schedule for the phasing of development under the agreement.
9. A schedule for annexation into the City.
10. Base zoning classifications for the property following annexation.
11. If development transfers are intended, the designated granting and receiving sites.
12. An outline of the terms of the development agreement.
13. A description of key environmental features of the proposed development site and proposed conservation measures.

I hereby certify and attest that the application is complete and all information identified above is complete and hereby submitted for review.

Signed: Danae R. Falvo

Date: 7-8-2014

Print Name: Danae R. Falvo

Engineer Surveyor Architect/Planner Owner Agent: _____

City of San Marcos

PETITION FOR DEVELOPMENT AGREEMENT

	<u>APPLICANT</u>	<u>PROPERTY OWNER</u>
Name:	Metcalfe Wolff Stuart & Williams	Walton Texas, LP
Mailing Address:	221 W 6th, Ste 1300	515 Congress Ave, Ste 1620
	Austin, TX 78701	Austin, TX 78701
Daytime Phone:	512-404-2248	512-347-7070
Email Address:	dfalvo@mwswtexas.com	becky.collins@walton.com

PROPERTY DESCRIPTION

Street: See attached Field Notes and Location Map **Address No:** _____

Legal Description (if platted): See attached Field Notes and Location Map

Tax ID: R (SEE ATTACHED CHART)

Acres: 2,358 **Zoning Classification:** unzoned (ETJ)

Existing use of Property: undeveloped, agriculture

Proposed use of Property: Single-Family and Multifamily Residential, Office, Commercial, Industrial, Civic (School Sites), Parks, and Open Space.

SUBMITTAL REQUIREMENTS

Completed application for a Petition for Development Agreement

Fee: \$3,010 (with \$1,000 applied credit) \$1500 plus \$100 acre (\$4000 max) plus \$10.00 Technology Fee

All information as required on the attached checklist for a Petition for Development Agreement

AGENT ACKNOWLEDGEMENT:

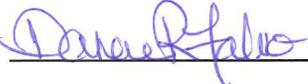
I certify that the preceding information is complete and accurate, and it is understood that I or another representative should be present at all meetings concerning this application. If I am not the property owner of record, or if the applicant is an organization or business entity, I hereby affirm that I have been authorized to represent the owner, organization, or business in this application.

I have attached authorization to represent the owner, organization, or business.

Property Owner: See attached Agent Authorization

Signature: _____ **Date:** _____

Agent Name: Danae R. Falvo

Signature:  **Date:** 7-8-2014

To be completed by Staff:

Accepted By: _____ Date: _____

Circulated for Review by: _____ Date: _____

Date of Planning and Zoning Commission Meeting: _____

Forwarded to City Council on: _____



METCALFE WOLFF
STUART & WILLIAMS, LLP

DANAE R. FALVO
Senior Development Planner

(512) 404-2248
dfalvo@mwswtexas.com

July 8, 2014

Mr. Matthew Lewis
Development Services Director
City of San Marcos
630 East Hopkins
San Marcos, Texas 78666

Via Hand Delivery

Re: Petition for Development Agreement; 'Cotton Center'; 2,358 acres located in Caldwell County, Texas within the area described in the attached Exhibit "A" (the "Property").

Dear Mr. Lewis:

As representatives of the owner of the above stated Property, we respectfully submit the attached Petition for Development Agreement application for 'Cotton Center' (the "Project"). A Petition for Consent to Create a Municipal Utility District (MUD) has also been submitted to the Office of the City Clerk for this Project. Accordingly, we respectfully request that the City consider the MUD application and the Development Agreement together and review the information we have provided to evaluate both applications.

Project Summary

The Property is located in the extra-territorial jurisdiction of the City of San Marcos (see Location Map attached). The Project proposes an extensive mix of uses, including single-family and multifamily residential, commercial, office, industrial, public works, civic (school sites), parks, and open space. The conceptual land use locations are depicted on the Land Use Plan (see Exhibit "B" of the Development Agreement attached). The proposed mix of land uses will create a vibrant community where residents will have an opportunity to live, work and play. A description of key environmental features of the proposed development site and proposed conservation measures will be forwarded to your office for review at the time of each plat submission. A preliminary analysis of the need for public facilities to serve the development, including water, wastewater, roadway, drainage, park and school facilities, together with a plan for providing or financing such facilities and a schedule for provision thereof will be provided at the time of each plat submission within the Project.

Development Agreement

Development of the Property is proposed to be regulated by the current San Marcos Land Development Code (the "Code") as modified by the Development Agreement. A proposed draft of the Development Agreement is attached and details the terms of the agreement, provides a description of the standards proposed for the Property, and details all requested variations from standards that are otherwise applicable to the proposed development within the extraterritorial jurisdiction under the Code. Exhibit E of the Development Agreement outlines the requested Development Waivers for the Property. Base zoning classifications for the property following annexation are discussed in Section 8.01 of the Development Agreement. Proposed annexation of the Property into the City is discussed in Recital F, Section 2.02, and Section 8.01 of the Development Agreement. Development transfers are not proposed for this Project. Due to the large scale of this Project, it is not feasible to outline a schedule for the phasing of development under the agreement. Phasing details will be provided at the time of each plat submission within the Project.

As requested by Staff, three (3) copies of a conceptual plan of development for the property are attached and detail the number of dwelling units by type of residential use and the square footage of non-residential uses by category of use. The project's estimated population and employment growth expected from the development is highly dependent upon market conditions and phasing.

- a. Prospective zoning district classifications for the land for use as reference districts.

Pre-Application Conference and Fees

As required, a pre-application conference with staff was held on July 2, 2014 to discuss this Project along with the City's requirements for submission of petition for Development Agreement and for consent to create a MUD. Please note, per the attached e-mail from Mr. Kevin Burke (dated June 10, 2014) the Project is granted a \$1,000 credit towards applicable review fees. Fees for the Development Agreement application have been reduced accordingly.

Closing

The proposed Project, as described above and in the attached Development Agreement, will result in superior development within the extra-territorial jurisdiction of the City of San Marcos, will encourage high quality development and design, and ensure adequate public facilities and service within the Project. Additionally, the consent to creation of a MUD will help facilitate the development of this Project in an efficient and timely manner.

If you have any questions or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this request.

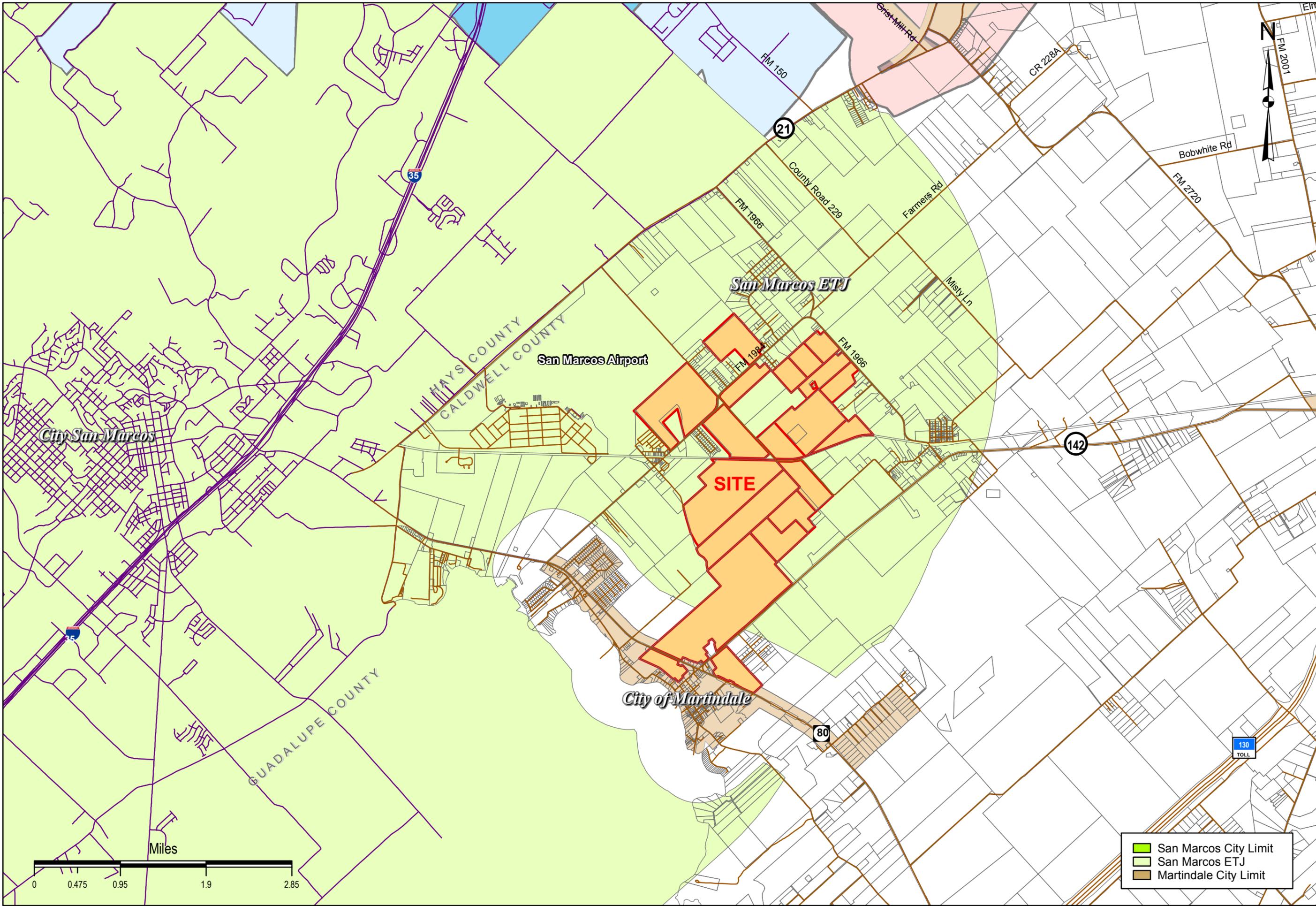
Very Respectfully,



Danae R. Falvo

Cc: Becky Collins, Walton Development and Management
Kevin Kadlecek, Walton Development and Management

Enclosures



SITE LOCATION MAP

221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512) 328-0011 Fax (512) 328-0325
 TBPE Registration Number F-1048
 Bury+Partners, Inc. © Copyright 2011

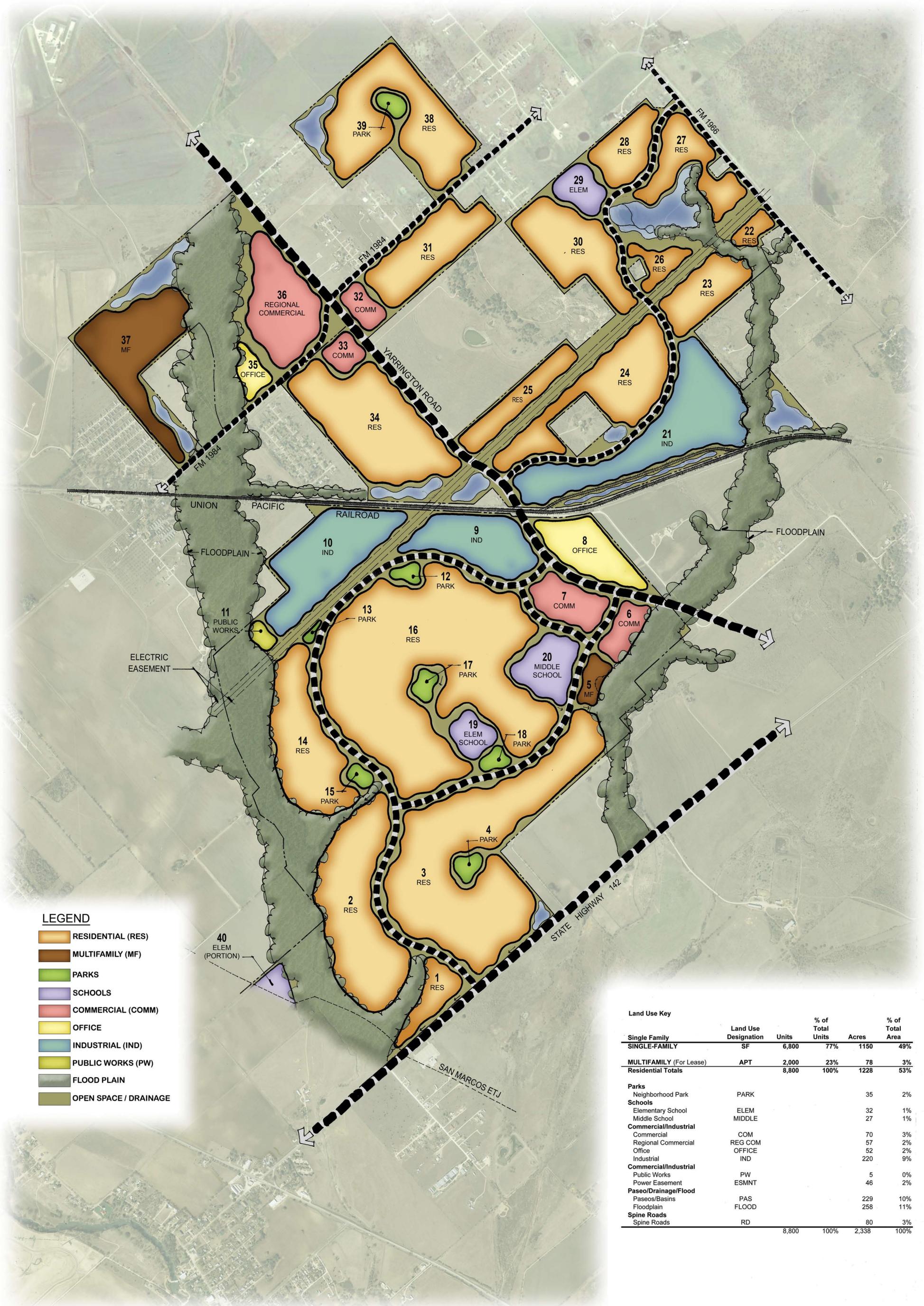
COTTON CENTER

PRINT SCALE: 1"X17" DATE: 6/10/2014
 FILE: J:\BUSDEV\Walton International\Central TX/
 DRAWN BY: JEB
 REVIEWED BY: CS
 PROJECT NO.: 103932-10-004

SHEET
EXH

- San Marcos City Limit
- San Marcos ETJ
- Martindale City Limit

Path: J:\BUSDEV\Walton International\Central TX\Martindale\Martindale_sommap.mxd
 modified by: thunter on 6/10/2014 2:35:45 PM



LEGEND

- RESIDENTIAL (RES)
- MULTIFAMILY (MF)
- PARKS
- SCHOOLS
- COMMERCIAL (COMM)
- OFFICE
- INDUSTRIAL (IND)
- PUBLIC WORKS (PW)
- FLOOD PLAIN
- OPEN SPACE / DRAINAGE

Land Use Key

	Land Use Designation	Units	% of Total Units	Acres	% of Total Area
Single Family	SF	6,800	77%	1150	49%
MULTIFAMILY (For Lease)	APT	2,000	23%	78	3%
Residential Totals		8,800	100%	1228	53%
Parks	PARK			35	2%
Schools	ELEM			32	1%
	MIDDLE			27	1%
Commercial/Industrial	COM			70	3%
	REG COM			57	2%
	OFFICE			52	2%
	IND			220	9%
Commercial/Industrial	PW			5	0%
	ESMNT			46	2%
Paseo/Drainage/Flood	PAS			229	10%
	FLOOD			258	11%
Spine Roads	RD			80	3%
		8,800	100%	2,338	100%



LEGEND

- NEIGHBORHOOD PARK
- OPEN SPACE / DRAINAGE
- FLOOD PLAIN
- * POCKET PARK (PASSIVE / ACTIVE)
- * PRIVATE AMENITY CENTER (SUBJECT TO CHANGE)

TRAILS

- TYPICAL CONCRETE SIDEWALK
- MEANDERING TRAILS ALONG PRIMARY CIRCULATION
- MEANDERING TRAILS WITHIN PASEOS / OPEN SPACE
- DESIGNATED ROUTE FOR JOGGING CIRCUIT

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

Effective as of _____, 2014

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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 for a period of years; 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 Section 242.001(a)(3) of the Texas Local Government Code City has concurrent jurisdiction with the County over subdivision platting and all related permits for the Property. Since there is no 1445 Interlocal Agreement between the City of San Marcos and Caldwell County, the County and Owner shall enter into a Subdivision Agreement providing for regulation of subdivision and approval of Cotton Center.

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 land described on Exhibit “I” attached hereto that the Primary Owner desires to add to the Project and the Property 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 Effective Date of this Agreement.

“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”.

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

“City Codes” shall mean the City’s Land Development Codes and anything else incorporated by reference in this Agreement.

“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.

“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 13.05(a).

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

“Director” shall mean the Director of the City’s Development Services Department, or its successor department.

“Effective Date” and similar references shall mean the date defined in Section 13.01.

“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.

“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, full power and authority to operate, administer and act for and on their behalf with respect to their interests in the Property.

“Land Development Code” or “LDC” shall mean the City of San Marcos Land Development Code in effect on the Effective Date of this Development Agreement.

“Land Use Districts” shall mean the land use categories for property within Cotton Center, as shown on Exhibit “D”.

“Land Use Plan” shall mean the land use plan for Cotton Center attached as Exhibit “B”, as it may be amended from time to time in accordance with 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.

“Open Space” shall mean private property under common ownership designated for recreational use, including a private park, play lot, plaza or ornamental area intended for use or enjoyment of property owners within a subdivision. Open space does not include streets, alleys, utility easements, public parks or required setbacks.

“Owner” in upper case means Primary Owner, the Individual Owners, Walton Silver Crossing, Walton Austin, Walton Martindale, and Walton Martindale 2.

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

“**Primary Owner**” shall mean initially, Walton Texas, LP. It is hereby acknowledged that Primary Owner owns various portions of the Property in common with or as a manager for the Individual Owners and through various Tenants-In-Common Agreements and CC&Rs and has the right and authority to act on behalf of the Individual Owners.

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

“**Subdivision Agreement**” shall mean an agreement to be entered into by Caldwell County and Owner substantially in the form of Exhibit “J” attached hereto.

ARTICLE II **JURISDICTIONAL AUTHORITY AND VESTING RIGHTS**

Section 2.01 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, City has concurrent jurisdiction with Caldwell County over the review and approval of preliminary subdivision plats, final subdivision plats, site development permit, construction plans, and building permits, over such matters during the Term of this Agreement. Notwithstanding the foregoing, the parties acknowledge that such jurisdiction has been further defined and amended by the Subdivision Agreement.

Section 2.02 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 “H” which will be recorded in the deed records of Caldwell County. Additionally, a note covering the foregoing will be added to all final subdivision plats.

Section 2.03 Vesting Rights. The City acknowledges that Cotton Center and any Additional Land shall be deemed vested from the Effective Date of this Agreement to develop the Cotton Center in accordance with this Agreement. To the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code. To the extent any Site Development Regulations, Development Waivers and permitted Land Use Districts, or the other criteria specified in this Agreement are in conflict with any other current or future City Codes, Site Development Regulations, Development Waivers and permitted land uses and other criteria adopted as of the Effective Date of this Agreement shall prevail. The Development Agreement is intended to supersede the City Codes. 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.

Section 2.04 Owner’s Rights to Continue Development. In consideration of Owner’s agreements, City agrees that it will not, during the Term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development within Cotton Center or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within Cotton Center except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and its ETJ due to an emergency

constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

ARTICLE III LAND USE

Section 3.01 Regulations. All development within the Property shall generally comply with (i) the Land Use Plan, (ii) Site Development Regulations attached hereto as Exhibit “D”, (iii) the City Codes (as modified by Development Waivers and otherwise by this Agreement), and (iv) the terms and conditions of this Agreement.

Section 3.02 Land Use Districts. The Land Use Districts shown on the Land Use Plan shall correspond to the zoning districts in the Land Development Code as shown on Exhibit “ “ attached hereto. The uses permitted in each Land Use District in Cotton Center will be in accordance with those uses permitted in the applicable districts contained in the Land Development Code for the applicable base district except as adjusted by the chart attached hereto as Exhibit “D”.

It is hereby noted that (i) certain retail and other commercial uses will be permitted in the residential Land Use Districts, subject to certain size and scale limitations described on Exhibit “D” and (ii) nonresidential uses, if developed, are intended to be located at appropriate locations, such as along thoroughfare corridors or at the intersections of major thoroughfares, within the development, and (iii) residential uses (other than single-family detached) will be permitted in the commercial based Land Use Districts, as further detailed on Exhibit “D”.

ARTICLE IV LAND USE PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS

Section 4.01 Phased Development. Owner intends to develop Cotton Center in phases. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. 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. Anything to the contrary notwithstanding, Owner may use all underground water and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Property (“Groundwater”). Subject to obtaining any required permits or governmental authorizations, Owner may install water wells on the Property for the purpose of using the Groundwater.

Section 4.02 Land Use Plan. City hereby approves the Land Use Plan attached hereto as Exhibit “B”, which describes the Project. City agrees to amend the Concept Plan requirements of the City Code to allow for administrative approval. The City hereby approves the general use and development of Cotton Center in accordance with the Land Use Plan. The Land Use Plan shall constitute the land use plan under Section 1.4.2.4(g) of the LDC.

Section 4.03 Subdivision Agreement. The City agrees to cooperate and assist Primary Owner in obtaining the County’s approval and execution of the Subdivision Agreement

Section 4.04 Controlling Ordinances, Manuals, and Rules. All of the City’s Codes are hereby adopted, as of the Effective Date of this Agreement, in their entirety subject to the Development Waivers and other regulations contained herein and on Exhibits “ ” and “ ”, and shall apply to the development of the Property. Neither Owner nor any subsequent owners shall be required to comply with any City Codes which are inconsistent with this Development Agreement or the Development Waivers. Measures which the City must enact or enforce pursuant to state or federal mandates or court order may be enforced to the extent necessary to comply with state or federal law or court order.

Section 4.05 Term of Land Use Plan. Approval of the Land Use Plan for Cotton Center will remain in effect for the Term of this Agreement, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of Cotton Center is annexed and zoned.

Section 4.06 Building Permits and Inspections. The City shall not inspect buildings, assess fees for inspections, nor issue certificates of occupancy for any structure within Cotton Center not annexed into the City.

Section 4.07 Parks, Trails and Open Space Dedication. Owner agrees to develop Cotton Center in accordance with the Parks, Trails and Open Space Plan. City hereby agrees that the parkland improvements contained on Exhibit “F”, and further described on Exhibit “F-1”, shall satisfy current and future parkland dedication requirement of the City and no further dedication of land or payment of fees in lieu of such dedication are required.

Section 4.08 Permitting. City will expeditiously process and review all development applications related to the development of the Property in accordance with the LDC (as modified hereby).

Section 4.09 Appeal Process. Any judgment on an application for approval by the Director or City Manager may be appealed to the City Council. Consideration on an appeal by the City Council shall occur at the next available Council meeting unless the owner requests an alternative date. A decision made by the City Council on an appeal overturning a judgment made by the Director or City Manager shall supersede the prior administrative action.

Section 4.10 Owners Association. Prior to the sale of any platted lots within Cotton Center, Owner shall establish a property owners association with an architectural control committee, which committee shall govern the architectural elements of all physical structures. The purpose of the association will be to ensure a consistent quality and appearance of improvements and to maintain landscaping and exterior features.

**ARTICLE V
RESERVED**

Reserved.

**ARTICLE VI
RESERVED**

Reserved.

ARTICLE VII **TRANSPORTATION**

Section 7.01 Roadways. Upon approval of this Agreement, City agrees that the arterial roadway network shown on the Land Use Plan will be incorporated into to the City's Thoroughfare Plan only for the area covered by the Project. The City hereby agrees that streets can be designed in accordance with Article 4, Division 1 of Chapter 7 of the Land Development Code (as modified by Exhibit "G") and / or the Roadway Design Standards and typical cross sections depicted on Exhibits "G" and "G-1" attached hereto.

Section 7.02 Dedication of Roadways. Owner, at its option, may dedicate roadways within the Project to a municipal utility district, a private owners association, Caldwell County or a combination of the above for maintenance, unless otherwise provided in the Subdivision Agreement.

ARTICLE VIII

Section 8.01 Annexation by City. Pursuant to this Agreement, the Property shall remain in the ETJ of City and shall be immune from full purpose annexation by City during the Term; 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 earlier than the Term of this Agreement, the City shall not prevent Owner from using such Property during the Term of this Agreement (or thereafter pursuant to any vested rights Owner may then have) in a manner consistent with the Applicable Regulations and the Development Waivers. 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 Land Use 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.

Section 8.02 Temporary Housing. Owner may utilize manufactured or forms of temporary housing, trailers or buildings, for the municipal utility district creation and confirmation process, during the construction phases of the Project, and for a sales office. Temporary housing may be located on any site within the Property for such purpose regardless if the land has been subdivided in accordance with the Applicable Requirements.

Section 8.03 Directors Lots. The City agrees that any division of land for initial directors necessary for creation of the Municipal Utility District or any subdistrict shall be exempt from platting requirements.

Section 8.04 District Notification. Each subdistrict shall notify City in writing of its new boundaries and the names of its new directors. Except as provided for in Section 8.01, no further action, either by resolution or ordinance, shall be required of City.

ARTICLE IX
ADDITIONAL LAND

Section 9.01 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 Exhibits attached hereto, and to include such Additional Land in the Municipal Utility District. Primary Owner may add (through an administrative amendment as described in Section 10.01b below) any Additional Land that it owns or acquires to the Project and this Agreement. Owner shall provide City with an updated Land Use Plan and Parks, Trails and Open Space Plan depicting the land area. 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 9.02 Permitted Use of Additional Land. Owner shall have the right to designate any permitted use for the Additional Land, so long as such use is reflected on the original (or any City approved) Land Use Plan. If owner is a party other than the Primary Owner, Primary Owner shall have the right to approve such land use in its sole discretion.

Section 9.03 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 X
AMENDMENTS TO THE AGREEMENT

Section 10.01 Amendments to Agreement.

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 Land Use Plan from time to time. "Major Amendments" shall be those that (i) increase or decrease to the overall number of residential dwelling units by more than twenty percent (20%) of the units depicted on the Land Use Plan, (ii) a change to the general alignment of the arterial roadways identified on the Land Use Plan, or (iii) a change to the Land Use Plan that converts more than twenty percent (20%) of the overall land area in Cotton Center to commercial and/or industrial use. Major Amendments to the Land Use Plan shall require approval by the City Council. "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.

c. Amendments to this Agreement or the Land Use Plan shall not be considered a waiver of vested rights as described in Section 2.03

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

Section 11.01 Organization and Good Standing of Primary Owner. The Primary Owner is a Texas limited partnership, is duly organized and validly existing in good standing under the laws of the State of Texas, and has full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

Section 11.02 Authority of Primary Owner, No Conflict. This Agreement constitutes the legal, valid and binding obligation of Primary Owner, enforceable against Primary Owner in accordance with its terms. Primary Owner has the authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 11.03 Organization and Good Standing of City. The City is a Texas home rule city and has full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

Section 11.04 Authority of City; No Conflict. This Agreement constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms. City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 11.05 Performance. Owner and City shall reasonably cooperate with one another to accomplish the intent and purpose of this Agreement, and will perform each and all of its duties and obligations pursuant to the Agreement.

ARTICLE XII

DEFAULT AND REMEDIES FOR DEFAULT

Section 12.01 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 12.02 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 12.03 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 12.04 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. Neither party may seek monetary damages against the other party. The remedies listed in this paragraph are cumulative. If either City or the Primary Owner should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. City hereby waives any sovereign immunity from suit for such default specific to this Agreement.

Section 12.05 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 12.02, City may pursue the remedies listed in

Section 12.04 against the third party, and the third party may pursue all remedies listed in Section 12.04 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 12.06 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 12.07 Anticipated Approvals. If the City fails to consent to the Municipal Utility District on or before _____, this Agreement shall automatically terminate and the request for annexation of Cotton Center pursuant to this Agreement shall automatically be withdrawn without any further action required by the parties.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 13.01 Effective Date. The Parties agree that the “Effective Date” of this Agreement shall be _____, 2014.

Section 13.02 Term. This Agreement shall commence and bind the Parties on the Effective Date and continue uninterrupted for a period of forty-five (45) years (the “Term”) unless sooner terminated by express written agreement executed by both Parties.

Section 13.03 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 13.04 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 13.05 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 “G”, 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 13.05 Assignment. Subject to Section 13.05(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; provided however, that the provisions contained in Sections _____ of this Agreement shall be the individual requirement of or benefit to (as the case may be) of Primary Owner and its Designated Successors and Assigns. 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 13.06 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 13.07 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
515 Congress Avenue, Suite 1620
Austin, Texas 78701
Attention: Becky Collins
T: (512) 347-7070 extension 2
E: becky.collins@walton.com

With copy to: Walton Development & Management TX, LLC
1445 Ross Avenue, Suite 4775
Dallas, Texas 75202
Attn: John Vick
T: (214) 838-2103
E: jvick@walton.com

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

With a copy to: Walton International Group (USA), Inc.
4800 N. Scottsdale Road, Suite 4000
Scottsdale, Arizona 85251
Attn: Wayne Souza, General Counsel
T: (480) 586-9203
E: wsouza@walton.com

With a copy to: Mayor
630 E. Hopkins
San Marcos, Texas 78666
T: (512) 393-8000
E:

With a copy to: San Marcos City Attorney
630 E. Hopkins
San Marcos, Texas 78666
T: (512) 393-8150
E:

With a copy to: San Marcos City Manager
630 E. Hopkins
San Marcos, Texas 78666
T: (512) 393-8000
E:

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 13.08 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 13.09 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 13.10 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 13.11 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 13.12 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 13.13 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 13.14 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 13.15 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 13.16 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 13.17 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 13.18 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 13.19 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.

Section 13.20 Exhibits.

Exhibit "A"	Description of Cotton Center
Exhibit "B"	Land Use Plan
Exhibit "C"	RESERVED
Exhibit "D"	Site Development Regulations & Permitted Use Modifications
Exhibit "E"	Development Waivers
Exhibit "F"	Parks, Trails and Open Space Plan
Exhibit "F-1"	Description of Parks, Trails and Open Space
Exhibit "G"	Roadway Design Standards
Exhibit "G-1"	Typical Cross Sections
Exhibit "H"	Memorandum of Agreement
Exhibit "I"	Additional Land
Exhibit "J"	Subdivision Agreement

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 _____, 2014.

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 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 _____,
2014, 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

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;

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- 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.

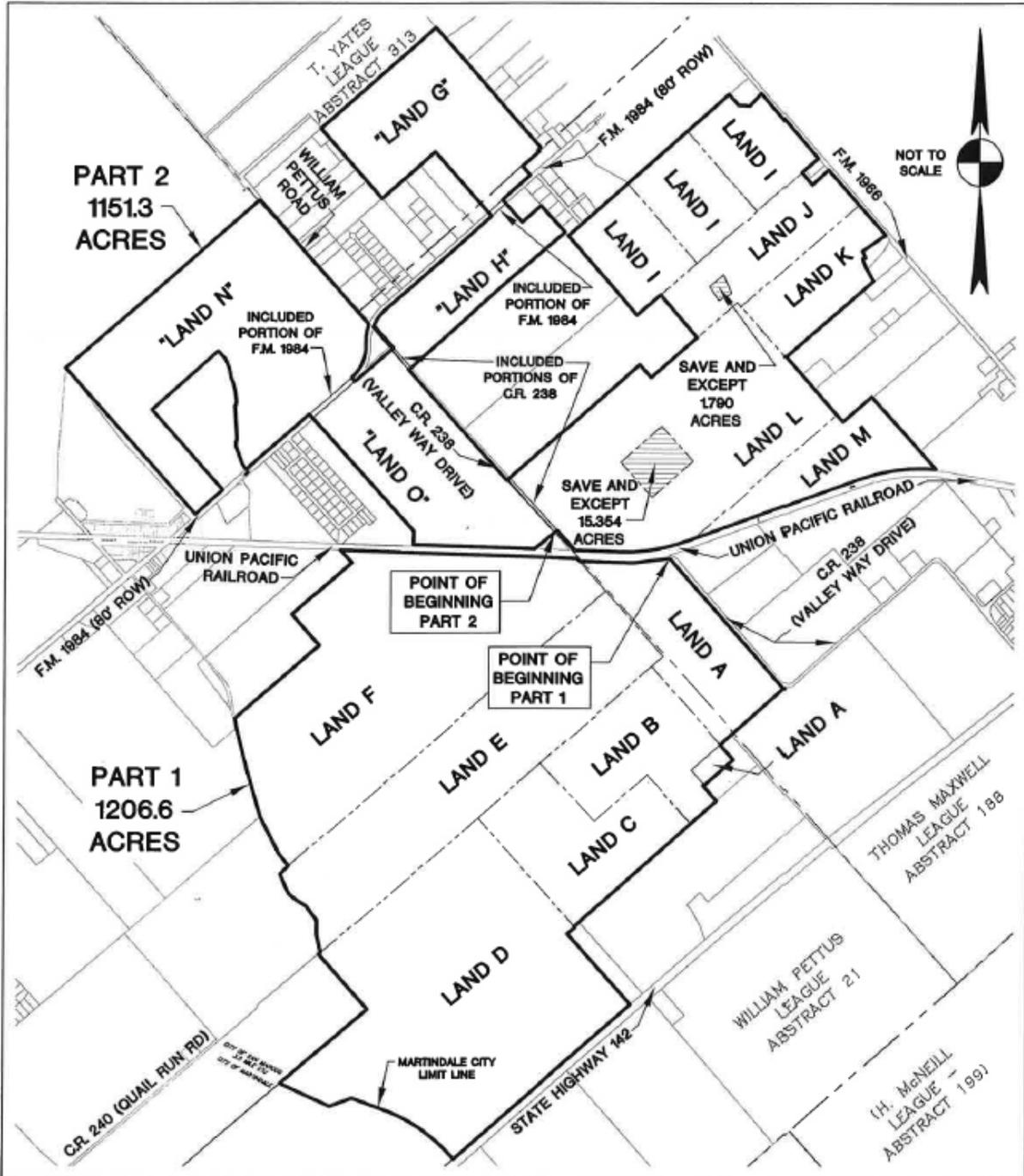
THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

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

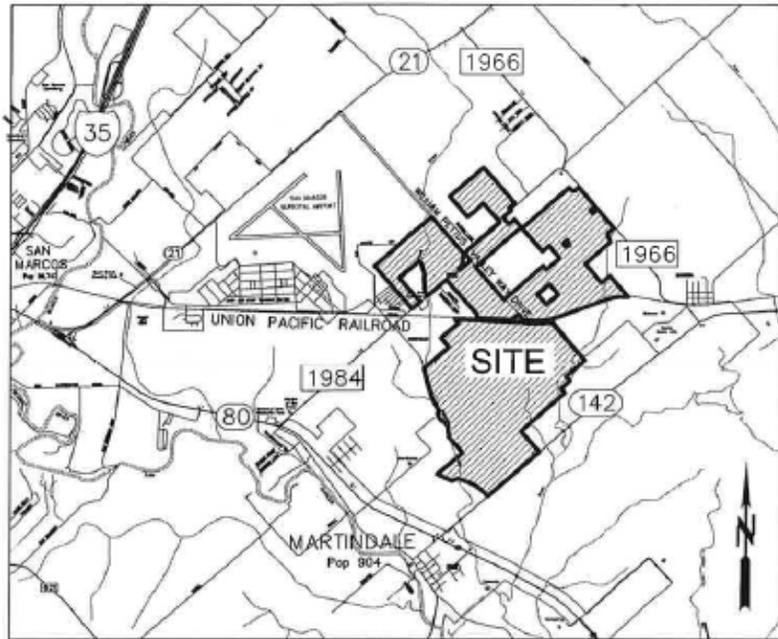

6/17/14

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





<p>BURY 221 West Sixth Street, Suite 600 Austin, Texas 78701 Tel. (512) 328-0011 Fax (512) 328-0325 TBPE # F-1048 TBPLS # F-10107500 Copyright © 2014</p>	<p>EXHIBIT OF COTTON CENTER MUNICIPAL UTILITY DISTRICT #1 SITUATED IN CALDWELL COUNTY, TEXAS</p>	<p>WALTON TEXAS, LP</p> <p>SHEET 1 OF 2</p>	
DATE: 06/12/14	FILE: H:\103932\030-COTTON CENTER\103932030EX2.DWG	PROJECT No.: FN14-206(MJR)	DRAWN BY: MJR
PROJ. No: R0103932-10030 H:\103932\030-Cotton Center\103932030EX2.dwg Jun 17, 14 10:37 AM by: jilinoski			



VICINITY MAP

AREA SUMMARY

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

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**

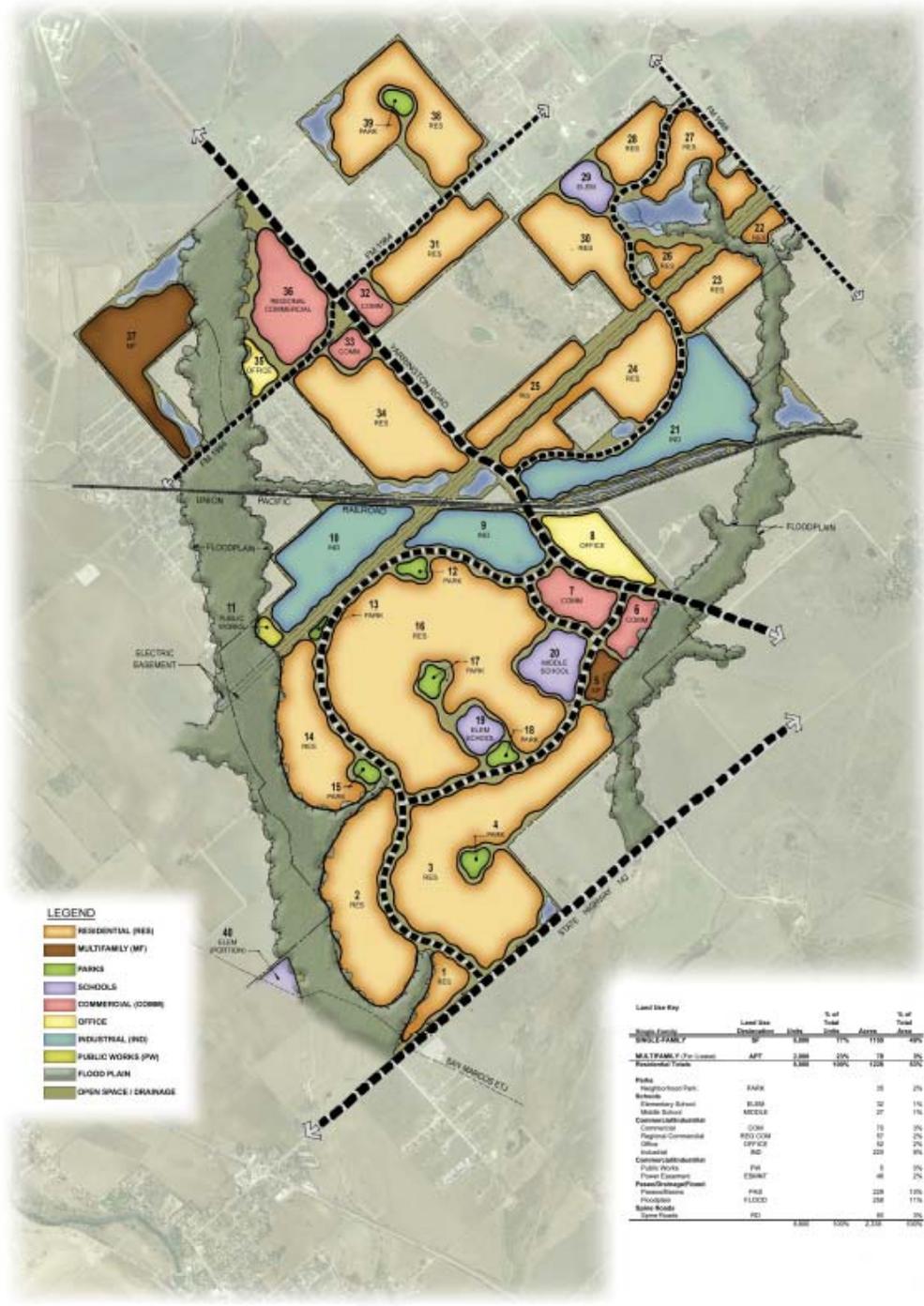
SHEET 2 OF 2

DATE: 06/12/14 FILE: H:\103932\030-COTTON CENTER\103932030EX2.DWG DWG No.: FN14-206(MJR) DRAWN BY: MJR PROJ. No: R0103932-10030

H:\103932\030-Cotton Center\103932030EX2.dwg Jun 13, 14 9:24 AM by: mrcobe

EXHIBIT "B"

LAND USE PLAN



Land Use Key	Land Use Description	Acres	% of Total Acres
MULTIFAMILY (The Lodges)	MF	1,119	49%
Parks			
Neighborhood Park	PARK	25	2%
Elementary School	ES-EL	32	1%
Middle School	MS-EL	27	1%
Commercial/Industrial			
Commercial	COB	15	1%
Regional Commercial	REG COB	67	3%
Office	OFFICE	52	2%
Industrial	IND	223	10%
Commercial/Industrial			
Public Works	PW	8	0%
Power/Easement	ESWAF	48	2%
Process/Storage/Plant	IND	223	10%
Process/Plant	IND	224	10%
State Roads	SR	65	3%
Open Space			
		2,230	100%



COTTON CENTER MUD 1 LAND USE PLAN EXHIBIT B

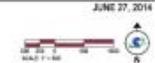


EXHIBIT "C"
RESERVED

EXHIBIT "D" SITE DEVELOPMENT REGULATIONS & PERMITTED USE MODIFICATIONS

EXHIBIT "D"

SITE DEVELOPMENT REGULATIONS & PERMITTED USE MODIFICATIONS

Page 1 of 2

Standard Category	Residential Uses											
	Single Family							Multi-family				
	SF-11	SF-6	SF-4.5 (1)	D ²	DR ²	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
Lot/Parcel Area, Maximum Acres	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	20	20
Units per Acre, Maximum/Gross Acre	3.0	5.5	7.5	6.0	6.0	6/12	7.5	1.20	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' (4)	20 15' (4)	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. side yards 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) Any type of residential use (i.e. SF-4.5, SF-6, D, DR, TH, PH-ZL, VMU or MU) shall be permitted within any planning area on the Land Use Plan designated as "Residential" such that the cumulative density of the development does not exceed 6,800 residential units.
- 2) Any type of multi-family use (i.e. MF-12, MF-18 or MF-24) shall be permitted within the planning areas on the Land Use Plan designated as "Multi-family" such that the cumulative density for the development does not exceed 2,000 multi-family units.
- 3) 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.
- 4) 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.

EXHIBIT "D"
SITE DEVELOPMENT REGULATIONS & PERMITTED USE MODIFICATIONS

Page 2 of 2

Non-Residential Uses										
Standard Category	P	NC	OP	CC	GC	HC	CBA	LI	HI	
Lot/Facel Area, Minimum-Sq. Ft.	N/A	6000	6000	6000	6000	6000	6000	6000	6000	
Lot/Facel Area, Maximum Acres	N/A	5	5	N/A	N/A	N/A	N/A	N/A	N/A	
Units per Acre, Maximum/Gross Acres	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, Inlet/for	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	
Impervious 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

- Any type of residential use (i.e. SF-4.5, SF-6, D, DR, TH, PH-ZL, VMU or MU) shall be permitted within any planning area on the Land Use Plan designated as "Residential" such that the cumulative density of the development does not exceed 5,800 residential units.
- Any type of multi-family use (i.e. MF-12, MF-18 or MF-24) shall be permitted within the planning areas on the Land Use Plan designated as "Multi-family" such that the cumulative density for the development does not exceed 2,000 multi-family units.
- 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.
- 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.

**EXHIBIT “E”
DEVELOPMENT WAIVERS**

CODE REFERENCE	PROPOSED ACTION
Land Development Code Chapter 1 Development Procedures	
Article 4, Division 2, Section 1.4.2.6 – Expiration, Extension, Amendment and Termination of Agreement	Proposed Action: Modify Section 1.4.2.6(c) to allow amendments in accordance with the terms of the Cotton Center Development Agreement.
Article 6, Division 2 – Subdivision Concept Plan Requirement	<i>Proposed Action:</i> Delete requirement.
Land Development Code Chapter 4 Zoning Regulations	
Article 2, Division 1 – Residential Districts	Proposed Action: Modify site development standards of zoning districts SF-4.5, PH-ZL, and TH
Article 3, Division 4, Sec. 4.3.4.5 Occupancy Restrictions	<u>Proposed Action:</u> Delete Requirement
Land Development Code Chapter 6 Development Standards	
Article 1, Division 1 - Landscaping	<i>Proposed Action:</i> Delete requirement.
Article 1, Division 2 – Screening	<i>Proposed Action:</i> Delete requirement.
Article 1, Division 3 - Fencing	<i>Proposed Action:</i> Delete requirement.
Land Development Code Chapter 7 Public Facilities Standards	
Article 4, Division 1, Section 7.4.1.2(F)(1) – Adequacy of Streets and Thoroughfares	<i>Proposed Action:</i> Modify requirement and replace it with the following language “Dedication of right-of-way. The property owner shall provide all rights-of-way required for existing future streets, and for all required street improvements, including perimeter streets and approach roads, as shown on the Land Use Plan attached to the Cotton Center Development Agreement or by other valid development plans approved by the City.”
Article 4, Division 1, Section 7.4.1.4(i) – Specific Street Standards	<i>Proposed Action:</i> Modify requirement and replace it with the following language “Half Streets. Construction of half streets shall be permitted.” Half streets shall be allowed by a determination by the Director not

CODE REFERENCE	PROPOSED ACTION
	unreasonably withheld.
Article 4, Division 1, Section 7.4.1.4(k) – Specific Street Standard	Proposed Action: Modify requirement and replace it with the following language “Maximum Length of a Cul-De-Sac Street. A cul-de-sac street shall not be longer than 600 feet, and at the closed end shall have a turnaround bulb with an outside pavement diameter of at least 80 feet and a right-of-way diameter of at least 100 feet. The length of a cul-de-sac shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac bulb. In nonresidential areas, the turnaround shall a minimum right-of-way diameter of 110 feet and a paving surface with a minimum width of 90 feet.”
Article 5, Division 1, Section 7.4.1.4(o) – Specific Street Standards	Proposed Action: Modify requirement and replace it with the following language “Construction of Streets. All streets shall be constructed in accordance with paving widths and specifications as set forth in <u>Exhibit “B”</u> attached hereto at the time a preliminary plat application is officially submitted and deemed complete.”
Article 5, Division 1, Section 7.5.1.1(b) – Storm Water Collection and Drainage Conveyance.	Proposed Action: Modify requirement and replace it with the following language “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.”
Article 6, Division 6 – Open Space	Proposed Action: Delete requirement and replace it with the Parks, Trails and Open Space Plan attached to the Cotton Center Development Agreement as <u>Exhibit “F”</u> .

COTTON CENTER TRANSPORTATION DESIGN MANUAL

CODE MODIFICATIONS

CODE REFERENCE	PROPOSED ACTION
Transportation Design Manual Chapter 1 Streets and Roadways	
Section 1.4 – Roadway Design Standards	<i>Proposed Action:</i> Delete current Roadway Design Standards Table 1-1 and replace it with <u>Exhibit “B”</u> attached hereto.
Section 1.4 – Typical Cross Sections	<i>Proposed Action:</i> Modify requirement to include the design of the Typical Cross-Section Figures shown on <u>Exhibit “”</u> attached hereto.
Section 1.5.3.4 – Reverse Curves	<i>Proposed Action:</i> Modify requirement with the following language “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.”
Section 1.5.6 – Cross Slopes	<i>Proposed Action:</i> Modify requirement with the following language “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.”
Section 1.6.3 – Cul-De-Sac	<i>Proposed Action:</i> 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.
Section 1.6.3.2 – Cul-De-Sac	<i>Proposed Action:</i> Modify requirement with the following language “Cul-de-sac shall not be more than 600 feet in length unless approved by the City Engineer for specific reason concerning topography or engineer design.”
Transportation Design Manual Chapter 2 Intersection Geometrics	
Section 2.5.4 – Median Break Spacing	<i>Proposed Action:</i> Modify requirement with the following language “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.”

EXHIBIT "F"

PARKS, TRAILS AND OPEN SPACE PLAN



EXHIBIT “F-1”

DESCRIPTION OF PARKS, TRAILS AND OPEN SPACE

Parks and Open Space

Adequate parks and open space programmed for a variety of uses in close proximity to residents is a requirement of a successful and sustainable community. The types of parks vary with their purpose and location within the community. To meet the needs of Cotton Center residents, there are five types of parks and open space proposed; a neighborhood park, community amenity center, pocket parks, paseos/open space, and floodplain/open space. All parks and open space shall be accessible to the general public except for the community amenity center, access to which will be limited only to residents of Cotton Center. Within the City of San Marcos ETJ, the minimum amount of park or open space provided shall be 113 acres.

Community Amenity Center

This park 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 and contain a combination of turf, landscape and groundcover, and hardscape areas. On-site parking may be provided, as well as parking on adjacent streets. Facilities may include a hardscaped plaza, shade structures, restrooms, basketball court(s), picnic tables, and playground equipment, pool and meeting room(s).

Neighborhood Parks

These parks serve as the gathering space and recreation center for the surrounding neighborhoods. It shall be a minimum of three (3) acres and contain a combination of turf, landscape and groundcover, and hardscape areas. On-site parking may be provided, as well as parking on adjacent streets. Facilities may include shade structures, restrooms, basketball court(s), picnic tables, and playground equipment.

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 adjacent to paseos within or between individual neighborhoods, with a minimum size of one-quarter (¼) acre and contain a combination of turf, landscape and groundcover. They may also contain minor hardscape and softscape around play equipment. They are pedestrian in nature, but parking will be available on adjacent streets. Facilities may include small turf areas for passive play, small shade structures, picnic tables, and playground equipment primarily for young children.

Paseos/Open Space

These areas lie within, between, or adjacent to the various neighborhoods and provide both pedestrian access and stormwater conveyance, as shown on the Cotton Center Parks, Trails & Open Space Plan. Meandering trails within paseos connect residential streets within neighborhoods to pocket parks, other trails, and surrounding destinations. They may contain a combination of native landscape and groundcover, minor turf areas, and benches.

Floodplain/Open Space

These facilities provide active and passive recreation opportunities and may contain a combination of native landscape, groundcover and turf areas for active or passive recreation opportunities.

Trails

Trail types vary with their purpose and hierarchy of importance. Trails adjacent to Primary Circulation Routes serve as expedient routes to meet daily needs, such as waking to school, the store, a community meeting, or work. Trails within open space paseos serve as the “scenic route”, offering a more relaxing experience by combining exercise with the enjoyment of the country setting.

A designated route within the proposed trail system provides a jogging circuit. This route may be surfaced with material other than concrete to provide an appropriate jogging surface while maintaining a natural setting. The route of the circuit typically begins at a Neighborhood Park, and circulates through the community as shown on the Cotton Center conceptual Parks, Trails & Open Space Plan.

Trails and jogging paths shall be constructed in phases to coincide with the overall development of the master plan and the location of these trails and paths as shown on the plan are subject to change as necessary.

The three types of pedestrian routes within Cotton Center are described as follows:

Trails along Primary Circulation Routes

The primary pedestrian routes within Cotton Center provide opportunities for exercise and are the main linkages and most direct routes from trip origins within neighborhoods to the school, parks, commercial sites and external destinations. These primary pedestrian routes are located parallel to the major road in the community on one or both sides of the travel lanes, but are enhanced to provide a safer and more enjoyable experience. The trails lie within parkways of varying widths; meander within the parkways; are separated from the street; may be concrete, decomposed granite, or other surfacing material; and connect to adjacent neighborhoods at intermittent points along their routes.

Meandering Trails within Paseos/Open Space

These trails provide a secondary pedestrian route. These provide the opportunity to enjoy the open space amenities and are for exercise and enjoyment, as well as getting between origins and destinations within the community. These trails may be surfaced in concrete, decomposed granite, or other material and are aligned within paseos between or adjacent to neighborhoods.

Sidewalks adjacent to streets

This is the most prevalent level of pedestrian routes within the community along all residential streets. These are non-contiguous concrete sidewalks to provide the initial connection between the individual homes within neighborhoods to destinations and other levels of pedestrian circulation.

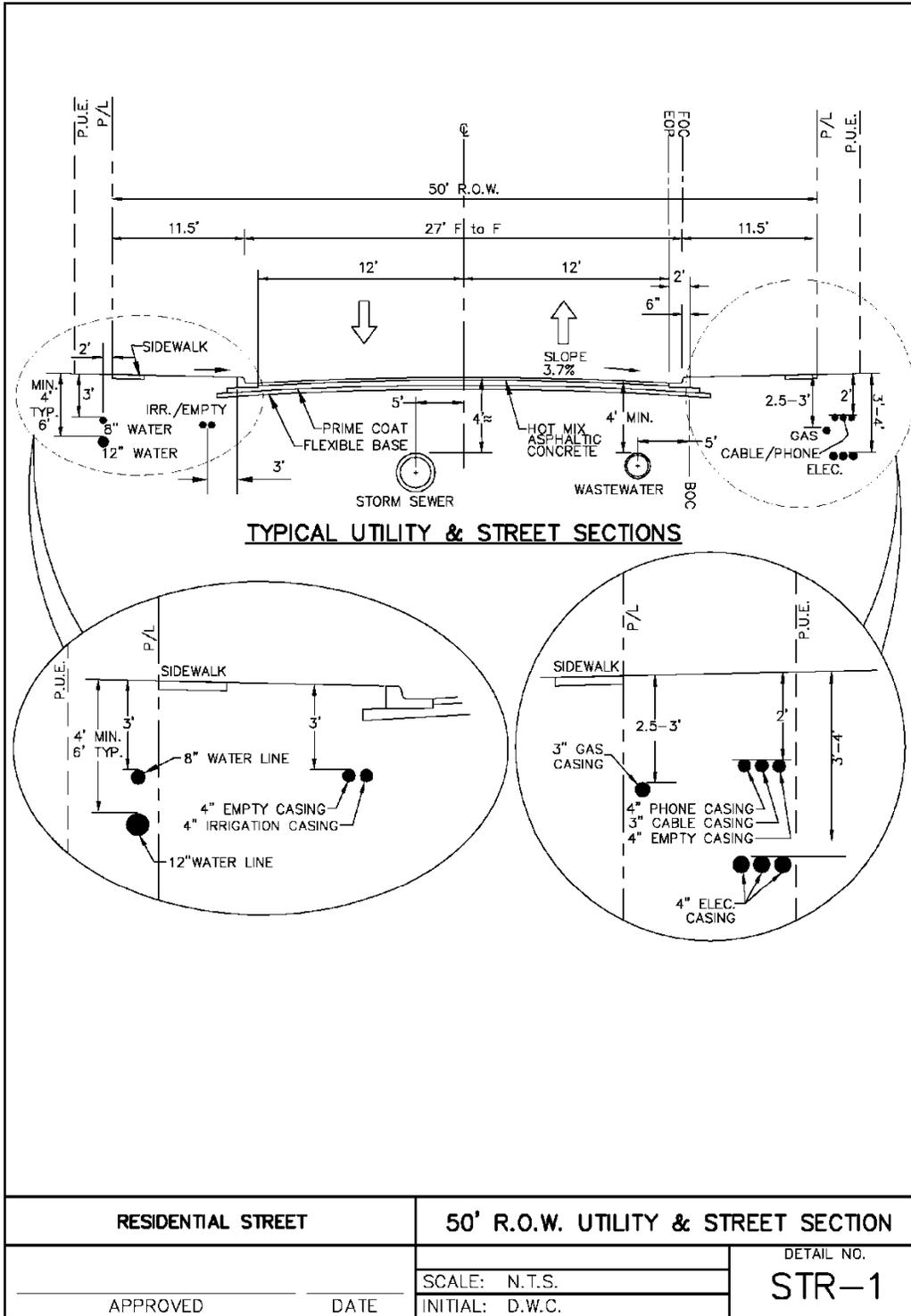
**EXHIBIT “G”
ROADWAY DESIGN STANDARDS**

Design Elements	Alley	Residential Street	Residential/Neighborhood Collector	Commercial/Multifamily Collector	Arterial
Expected ADT (vpd)	----	500	500-3,000	2,000-10,000	3,500-12,000
Minimum Right-of-Way (feet)	20	50	60	80	90
Minimum Paved Width (feet)	15	27	36	54	48
Number of Lanes	1-2	2	2	2-4	4
Lane width (feet)	15-20	10-11 ^a	10-11 ^a	11	12
Design Speed	----	20	30	30	40
Curb Basis (feet)	----	10	10.5	14.5	10.5
Tangent Length Between Reverse Curves (feet)	----	0	100	100	150
Spacing of Cross-Street (feet)	----	125	250	250	1,000

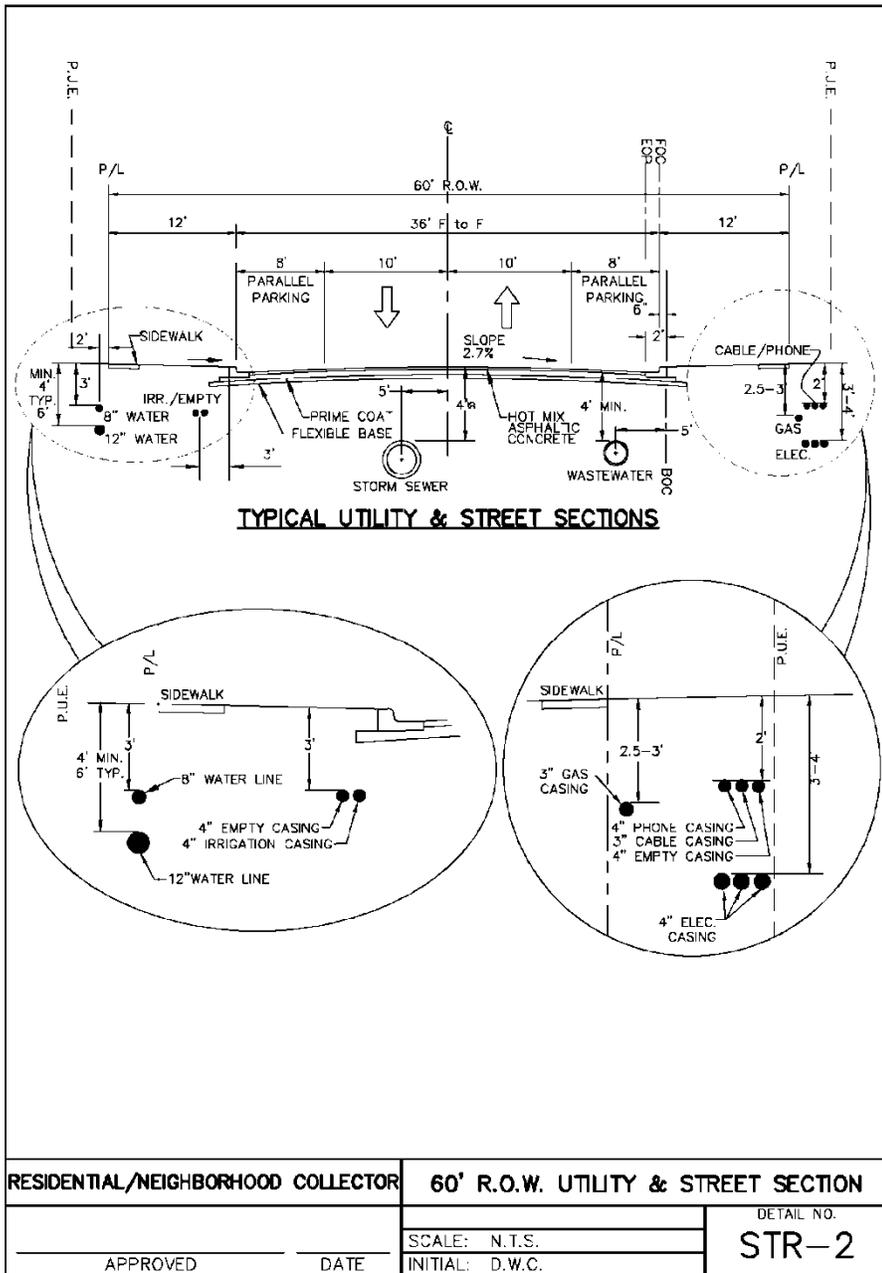
^aWith additional parking lanes of 7-8 feet on both sides.

Driveway Permitted	----	Yes	Yes	Restricted	Restricted
Design Elements	Alley	Residential Street	Residential/Neighborhood Collector	Commercial/Multifamily Collector	Arterial
Driveway Spacing (feet)	----	1 Driveway/Property	50-75	150-200	150-200
Parking	----	Yes	Yes	Both Sides	Restricted
Landscaping	----	Both Sides	Both Sides	Both Sides	Both Sides
Sidewalks	----	Yes	Yes	Yes	Yes
Grades % (max)	----	8	8	8	8
Minimum Median Widths (feet)	----	----	4	4	6
Expected Percent of Heavy Vehicles (%)	----	1.7	1.4-8.3	2.0-9.8	12.1-34.0

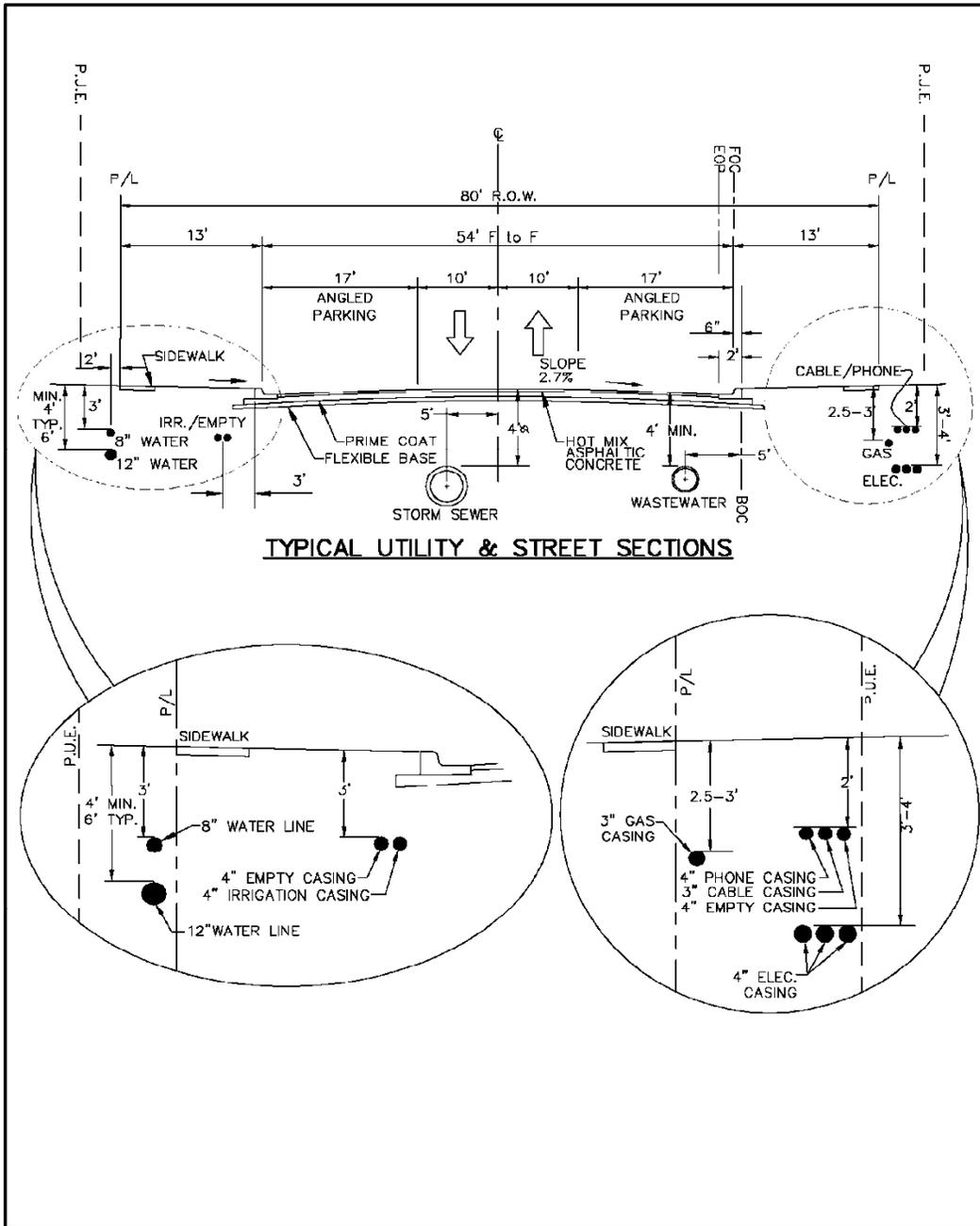
EXHIBIT "G-1" TYPICAL CROSS SECTIONS



RESIDENTIAL STREET	50' R.O.W. UTILITY & STREET SECTION	
	SCALE: N.T.S.	DETAIL NO.
APPROVED _____	DATE _____	STR-1
	INITIAL: D.W.C.	

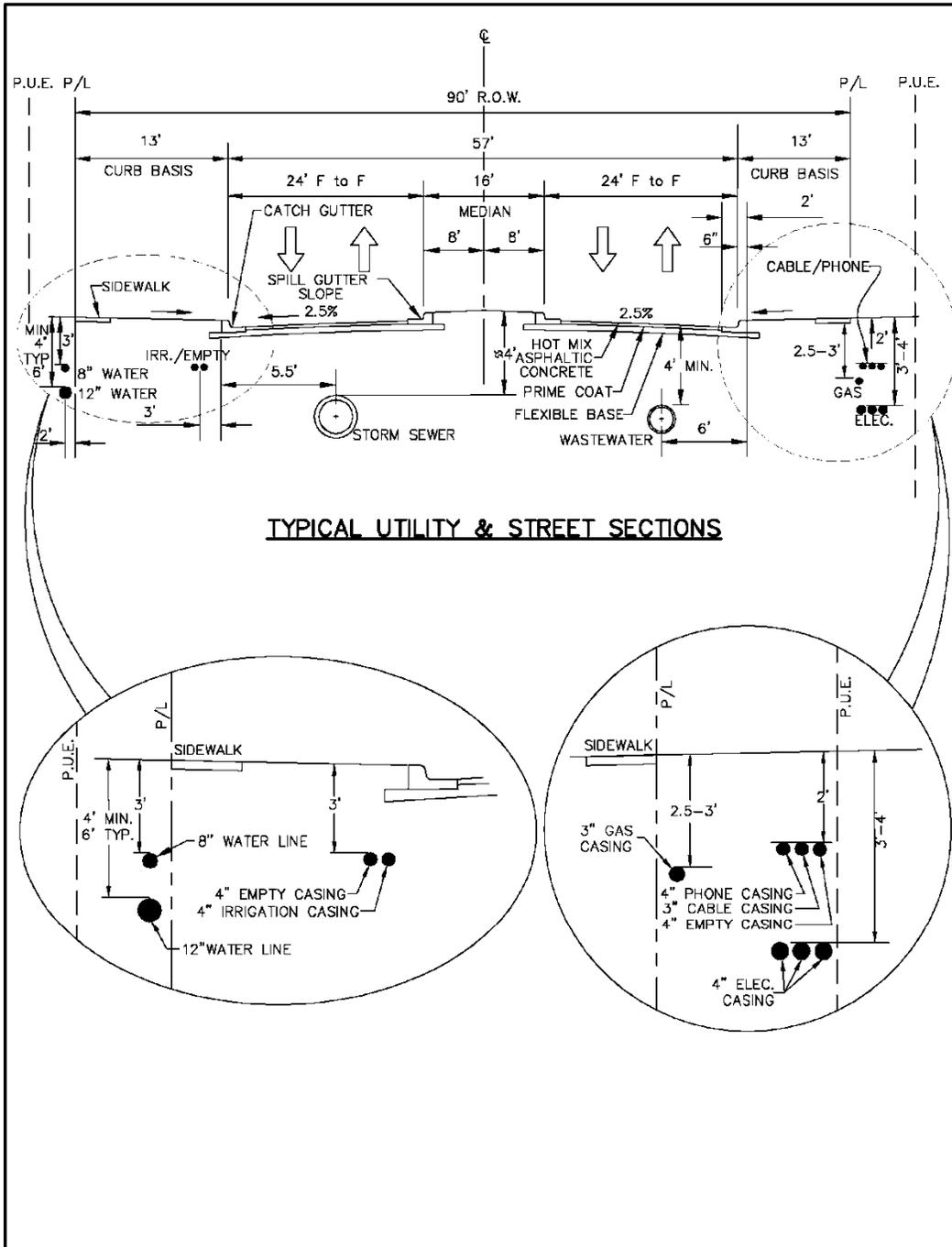


RESIDENTIAL/NEIGHBORHOOD COLLECTOR	60' R.O.W. UTILITY & STREET SECTION	
	SCALE: N.T.S.	DETAIL NO.
APPROVED _____	DATE _____	STR-2
	INITIAL: D.W.C.	

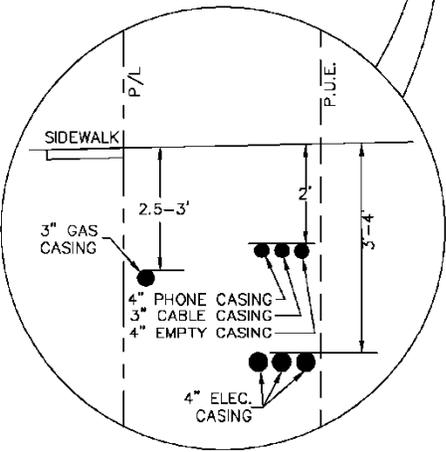
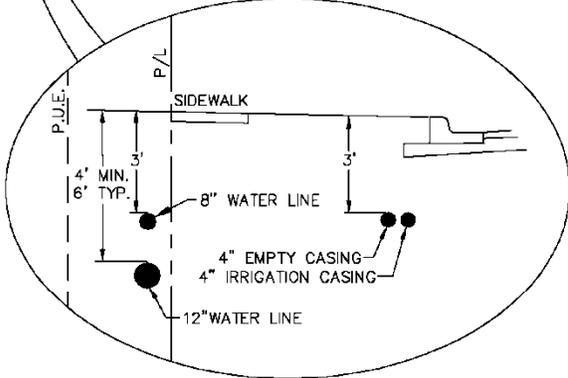


TYPICAL UTILITY & STREET SECTIONS

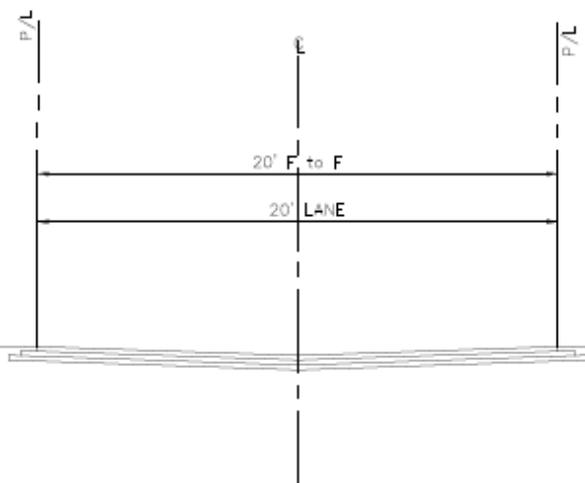
COMMERCIAL/MULTIFAMILY COLLECTOR _____ APPROVED	80' R.O.W. UTILITY & STREET SECTION	
	_____ DATE	DETAIL NO. STR-3
_____ SCALE: N.T.S. INITIAL: D.W.C.		



TYPICAL UTILITY & STREET SECTIONS



ARTERIAL		90' R.O.W. UTILITY & STREET SECTION	
		DETAIL NO.	
		STR-4	
APPROVED _____	DATE _____	SCALE: N.T.S.	INITIAL: D.W.C.



TYPICAL ALLEY SECTIONS

ALLEY		TYPICAL ALLEY SECTION	
		DETAIL NO.	
		STR5	
APPROVED	DATE	SCALE: N.T.S.	
		INITIAL: D.W.C.	

G:\103932\10001\EXHIBITS\STR-1.dwg modified by otaore on May 8, 12 2:48 PM

Title: _____

WALTON:

WALTON TEXAS, LP, a Texas limited partnership,
in its capacity as owner, operator and manager, 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 _____,
2014, 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.

(seal)

Notary Public, State of Arizona

EXHIBIT "A" TO MEMORANDUM OF AGREEMENT

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;

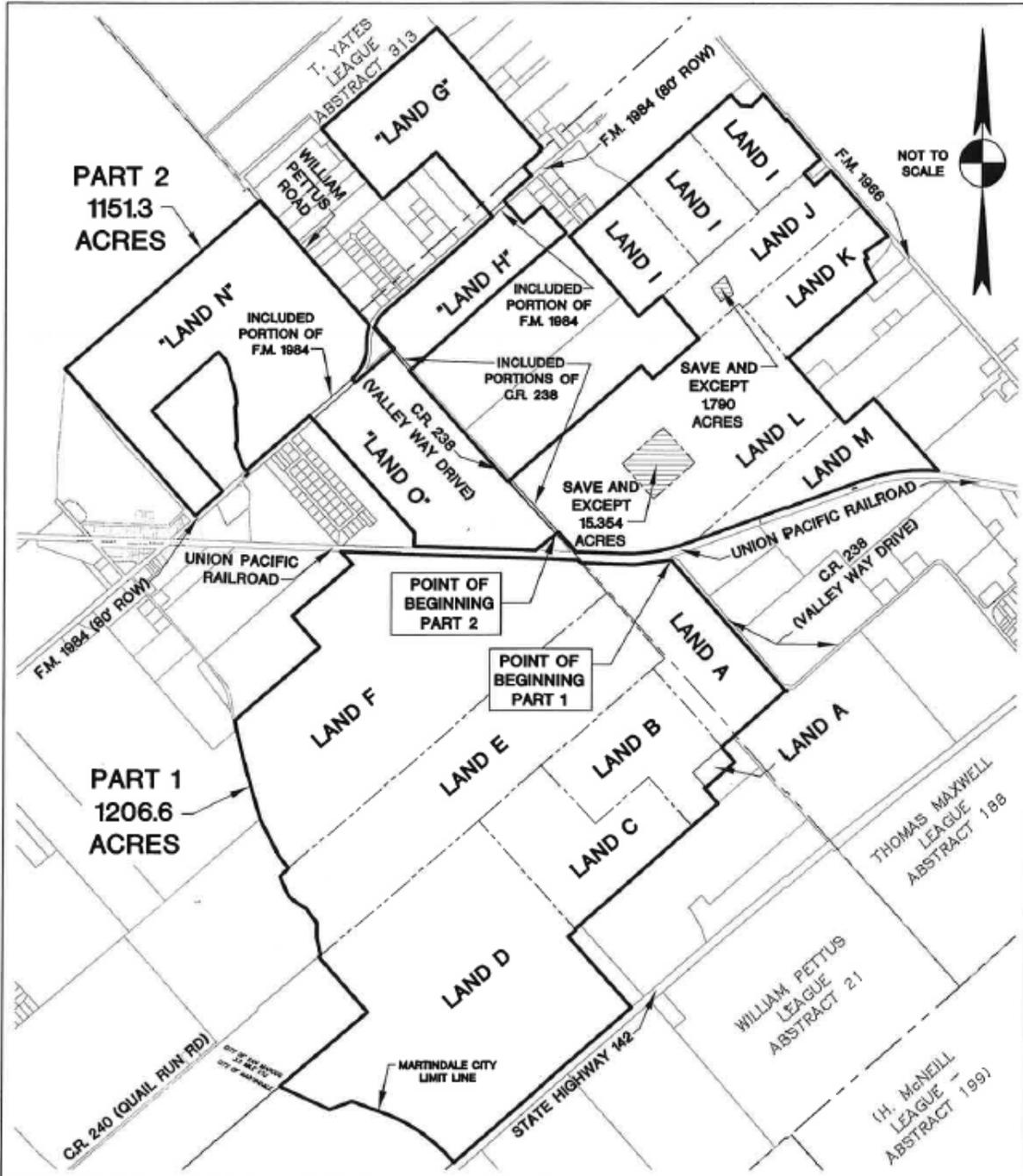
THENCE, N45°14'35"W, leaving the northerly right-of-way line of the Union Pacific Railroad and the southerly corner of said 59.828 acre tract, over and across said 239.035 acre tract, a distance of 944.36 feet to the **POINT OF BEGINNING**, being the southerly corner of said 15.354 acre tract and hereof;

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;



BURY

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 Austin, Texas 78701
 Tel. (512) 328-0011 Fax (512) 328-0325
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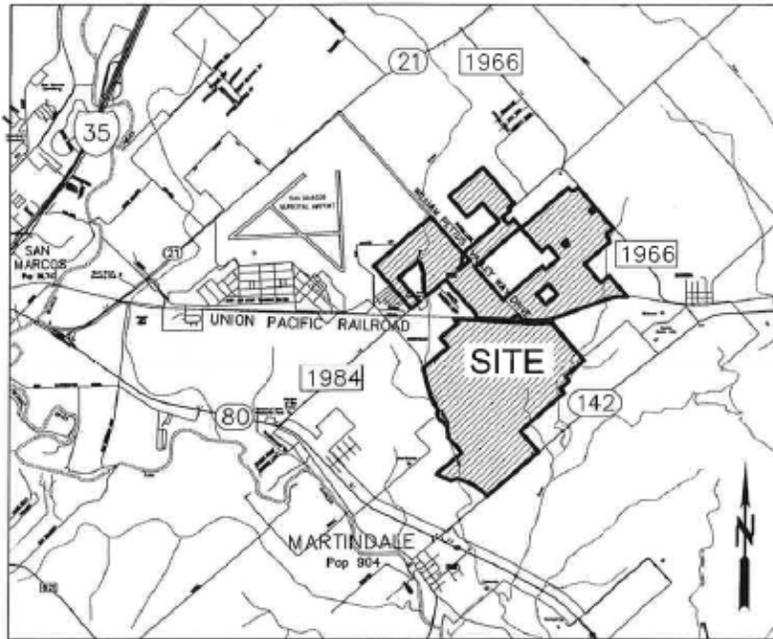
EXHIBIT OF COTTON CENTER MUNICIPAL UTILITY DISTRICT #1 SITUATED IN CALDWELL COUNTY, TEXAS

WALTON
 TEXAS, LP

SHEET 1 OF 2

DATE: 06/12/14 FILE: H:\103932\030-COTTON CENTER\103932030EX2.DWG PLOT No.: FN14-206(MJR) DRAWN BY: MJR PROJ. No: R0103932-10030

H:\103932\030-Cotton Center\103932030EX2.dwg Jun 17, 14 10:37 AM by: jilinoski



VICINITY MAP

AREA SUMMARY

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

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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 No.: FN14-206(MJR) DRAWN BY: MJR PROJ. No: R0103932-10030

H:\103932\030-Cotton Center\103932030EX2.dwg Jun 13, 14 9:24 AM by: mrcobe

EXHIBIT "I" ADDITIONAL LAND



EXHIBIT “J”

SUBDIVISION AGREEMENT PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL FOR COTTON CENTER

This Subdivision Agreement (“Agreement”) is made and entered into on this ____ day of ____, 2014 (the “Effective Date”) by and between Caldwell County, a political subdivision of the state of Texas (“County”) and Walton Texas, LP, a Texas limited partnership (“Primary Owner”), in its capacity as an owner and in its capacity as an operator and manager authorized to 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”), Walton TX Martindale LP 2, an Alberta (Canada) limited partnership (“Walton Martindale 2”) (Primary Owner, Walton Silver Crossing, Walton Austin, Walton Martindale and Walton Martindale 2 are collectively referred to herein as “Owner”). The County and Owner are sometimes collectively herein references as the “Parties”, and individually, as a “Party”.

RECITALS

WHEREAS, counties are statutorily responsible for and have authority over platting and development review of certain subdivisions of real property, as well as the planning, construction, and maintenance of roads, stormwater management facilities, and other infrastructure in the unincorporated areas of counties; and

WHEREAS, in the parts of the unincorporated area that are within a city’s extraterritorial jurisdiction (“ETJ”), municipalities have authority over platting and development review of subdivision of real property, as well as infrastructure and other aspects of land development under various statutes; and

WHEREAS, since counties and municipalities have different statutory authorities, fiscal resources, and constituencies, their respective interests in and policies governing infrastructure and development can differ as well; and

WHEREAS, review and approval of subdivision plats is the basic tool that counties and municipalities use to ensure that infrastructure and development in the ETJ are planned and constructed in a responsible manner; and

WHEREAS, Owner owns approximately 2,358 acres of land, more or less, located in the ETJ of the City of San Marcos, Texas (“City”), more particularly described in Exhibit “A” and referred to as “Cotton Center” or the “Property”; and

WHEREAS, Owner plans to develop Cotton Center as a master-planned mixed use community in accordance with this Agreement and that one certain Development Agreement dated _____, 2014 (“Development Agreement”) between Owner and the City;

WHEREAS, this Agreement is attached to the Development Agreement and affects the regulation of the subdivision and approval of Cotton Center by the City; and

WHEREAS, the Parties desire to enter into this Agreement as it relates to the review and approval process of subdivision plats and related permits in Cotton Center. The Parties agree that the City's Land Development Code, subject to and as amended by the Development Standards, the Development Waivers, the Parks Plan as each are attached in the Development Agreement, apply to the development of the Property. The City's Land Development Code, the Development Standards, the Parks Plan, and the Development Waivers are collectively herein referred to as the "Cotton Center Regulations". The Cotton Center Regulations are attached hereto as Exhibit "B" and may be amended from time to time with the written consent of Primary Owner. The Owner shall not be required to comply with any provision of the City's Code of Ordinances or the Caldwell County Development Ordinance which are inconsistent with the Cotton Center Regulations.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions.

1. "owner" in lower case means Primary Owner, the Individual Owners, and any future owners of any portion of the Property.
2. "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, full power and authority to operate and manage and act for and on their behalf with respect to their interests in the Property.

II. Duties and Responsibilities.

1. County designates the City as the authority to enforce the provisions of the Cotton Center Regulations, including the authority to act as the sole coordinating entity for the review and approval process of development applications and issuance of all applicable permits and approvals; provided, however, that the County will retain responsibility as set forth in this Agreement. To the extent they are not expressly reserved to County, such review and approval shall be deemed to be delegated to City.
2. County designates the City to accept all fully completed applications for review in accordance with this Agreement which consist of preliminary plats, subdivision plats, and subdivision construction plans (the "Applications").
3. Owner shall pay to City all those City fees as specified in the Cotton Center Regulations, and all those County fees set forth in Exhibit "C". City shall notify County, by facsimile or email, of the amount of fees collected for the County, if any, immediately upon acceptance of any Application. The City will collect and transfer fees to the County within 30 days of receipt. The City shall not approve on-site preparation or construction by an Applicant until County fees have been paid. Owner shall only be charged fees for inspections of facilities by either the County or the City based on which entity is responsible for the inspection under the terms of this Agreement.

4. Owner, in coordination with City, shall confer with the Caldwell County 911 Addressing Division or the County's designated representatives concerning street names prior to final plat approval.
5. County designates the City to approve any Application that complies with this Agreement and the Cotton Center Regulations as such may be amended from time to time with the written consent of Primary Owner.
6. Owner, in coordination with City, shall forward a courtesy copy of all Applications to the County. County reserves the option to provide comments and/or a written recommendation for approval/disapproval to the City of any Applications within thirty days after receipt; provided however, the City will make all final decisions regarding Applications and applicable permits or approvals.
7. City, shall deliver two copies of all recorded plats for subdivisions within Cotton Center to County within five business days after the subdivision plat is recorded.
8. County shall have exclusive jurisdiction over approval, permitting, regulation and inspection of individual on-site sewage facilities in accordance with applicable state law. Notwithstanding the foregoing, Texas Commission on Environmental Quality ("TCEQ") shall have complete authority over the review and approval process of any wastewater treatment plant used to serve the Property.

III. Inspection, Approval and Acceptance of Subdivision Infrastructure.

1. County shall inspect public roadways and stormwater drainage facilities located within the public right-of-way in Cotton Center. Public roadways and stormwater drainage facilities located within the public right-of-way in Cotton Center shall be approved and accepted if the facilities comply with this Agreement and the Cotton Center Regulations.
2. The inspection and approval authority over roadways and stormwater drainage facilities located outside of the public right-of-way within Cotton Center shall be the responsibility of the City or a certified and state-licensed inspector mutually approved by City and Owner, acting under the supervision of City.
3. The inspection of water and wastewater facilities within the Property will be the responsibility of the service provider (either a municipal utility district formed by Owner or the CCN holder).
4. City will require the dedication of all right-of-way in accordance with County Transportation plan.

IV. Maintenance of the Subdivision Infrastructure.

1. For those portions of the Property located in City's ETJ, County shall be responsible for maintenance of the roads, bridges and their related appurtenances within public right-of-way upon completion of the facilities and acceptance by

County so long as such improvements have been installed in compliance with this Agreement and the Cotton Center Regulations, and so long as such improvements meet or exceed the requirements contained herein and in the Cotton Center Regulations. County shall not be responsible for the maintenance of stormwater drainage facilities not located within the public right-of-way, or water and wastewater facilities.

2. The maintenance of roadways and stormwater drainage facilities located outside of the public right-of-way in the City's ETJ that serve Cotton Center shall be the responsibility of either a municipal utility district formed by Owner or an owners association formed by Owner. The municipal utility district or applicable service provider be responsible for maintenance of wastewater collection and transport facilities serving Cotton Center. The applicable service provider shall be responsible for maintenance of water facilities situated within Cotton Center.
3. Upon annexation of the Property into City's full purpose jurisdiction, City shall be responsible for maintenance of all publicly dedicated and accepted roads including their related appurtenances and stormwater drainage facilities.
4. If right of way is not reserved in deed, the County shall grant easements, as needed, to a municipal utility district or an owners association, as may be reasonably requested or necessary, for purposes of maintaining, replacing or relocating drainage facilities located within public rights of way. A municipal utility district or owners association that is granted such easement shall not interfere with or damage existing utilities within the easement or restrict access or use of the easement by County or other entities approved by County. Where such easement is granted, the surface area of the easement shall be returned to at least the pre-use condition after any use by a municipal utility district or owners association.

V. Development

1. Vesting. Owner has vested authority to develop the Property in accordance with this Agreement and the Cotton Center Regulations. Owner shall be deemed vested from the Effective Date of this Agreement. To the extent that any current or future County development regulations conflict with this Agreement or the Cotton Center Regulations, this Agreement and the Cotton Center Regulations shall prevail unless otherwise agreed by Owner. Vested rights under this Agreement shall not supersede mandated current or future state regulations and/or regulatory actions required by County that are intended to prevent imminent, foreseeable harm to human safety or property, except as otherwise provided in this Agreement.
2. Development Rights. County agrees that it shall not, during the term of this Agreement, impose: a) any moratorium on building or development of or within the Cotton Center subdivision if such building or development complies with this Agreement, or b) any land use or development regulation that limits density or timing of development approvals within Cotton Center. This section shall not

apply to temporary actions by County that are required to prevent imminent, foreseeable harm to human safety or property.

3. Controlling Ordinances, Manuals, and/or Rules. County's rules and regulations related to subdivisions and development as they pertain to Cotton Center, including but not limited to all land development regulations, are hereby replaced in their entirety with this Agreement and the Cotton Center Regulations.

VI. Miscellaneous.

1. General Administration. The Caldwell County Development Services Department Director or his or her representative shall be responsible for administering this Agreement on behalf of County.
2. Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
3. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Local Government Code.
4. Duration. The term of this Agreement shall be from the date it is formally and duly executed by the Parties until the earlier of: (i) the Development Agreement is no longer in effect for Cotton Center, (ii) written termination of this Agreement by the Parties, or (iii) forty five (45) years from the effective date of this Agreement.
5. Preservation of Powers. Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of County to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of County to make additional agreements under applicable laws as County believes may be necessary or desirable so long as any unilateral adoption of subdivision regulations in the ETJ by the County (that is, without the consent of Primary Owner) is enforced or affects only land that is outside the scope of this Agreement.
6. Notice. All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested to:
 - (a) [_____]
County Engineer
Caldwell County 1700 FM 2720 Lockhart, TX
78664

- (b) With copy to:
Walton Texas, LP
c/o Walton Development & Management TX, LLC
1445 Ross Avenue
Suite 4775
Dallas, Texas 75202
Attention: John Vick
T: 972-713-0000 x 2103
- (c) With copy to:
Walton Texas, LP
c/o Walton Development & Management TX,
LLC 515 Congress Avenue, Suite 1620 Austin,
Texas 78701 Attention: Becky Collins T: 512-
347-7070
- (d) With copy to:
Walton International Group (USA), Inc.
4800 N. Scottsdale Road, Suite 4000
Scottsdale, AZ 85251
Attention: Wayne G. Souza, General
Counsel T: 480-586-9203
- (e) With copy to:
Steve Metcalfe, Metcalfe Wolff Stewart &
Williams
221 W. 6th Street, Suite 1300

Austin, Texas 78701 T: 512-435-2301

Either Party shall have the right from time to time to change their respective address, and shall have the right to specify as its address any other address within the United States of America by a least five (5) days written notice to the other Party.

7. Entire Agreement. This Agreement constitutes the entire agreement between County and Owner as it relates to the review and approval of subdivisions in Cotton Center. The Parties recognize the Development Agreement authorized pursuant to Chapter 212.172 of the Texas Local Government Code will be executed by the City and Owner and that such agreement may be modified in the future. The Parties agree that if there is a conflict between this Agreement and the Development Agreement as it solely relates to the review and approval of subdivision applications, the Cotton Center Regulations shall prevail.
8. Amendment. This Agreement may be amended only by a written agreement signed and executed by (i) an authorized representative of County and Primary Owner, or (ii) all the then current owners of all portions of Cotton Center (other than end-buyers of fully developed and improved lots). An owner of a portion of Cotton Center (other than an end-buyer of a fully developed and improved lot),

and County 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 still owns any portion of Cotton Center. In addition, as long as Primary Owner owns any land within Cotton Center, Primary Owner and County may amend this Agreement without the joinder of any other landowner.

9. Assignment; Transferability.
 - (a) Owner Assignment. Owner may assign this Agreement with respect to all or part of such Owner's ownership portion of Cotton Center from time to time to a purchaser of all or a portion of Cotton Center. Any assignment must be in writing, must set forth the assigned rights and obligations without modification or amendment, and must be executed by Owner and the proposed assignee. Owner shall provide City, County and Primary Owner notice of each such assignment, including a copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released as it relates to the property so assigned from any and all obligations under this Agreement and shall have no further liability with respect to the part of Cotton Center so assigned, except as to a default that occurred prior to the date of the assignment, provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Cotton Center included in the assignment. A default by any subsequent assignee shall not constitute a default by Owner under this Agreement, but only under such partial assignment.
 - (b) Primary Owner Assignment. Primary Owner may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the Property (the "Ownership Threshold"), provided that the assignee assumes any and all obligations under this Agreement applicable to the part of Cotton Center included in the assignment. Notice of all assignments of the rights and obligations of the Primary Owner shall be given to the County within fifteen (15) days after execution, and thereafter such notice shall be recorded in the real property records of the County. When Primary Owner, together with its affiliates, no longer satisfies the Ownership Threshold, the rights and obligations of the Primary Owner shall automatically terminate.
10. Agreement Binds Succession and Runs with the Property. This Agreement shall bind and insure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising Cotton Center and shall be binding on all future owners of the property in Cotton Center.
11. Additional Land. County acknowledges that an Owner may, in the future, desire to add additional land to Cotton Center which shall become subject to this Agreement. If an Owner owns or acquires additional land that the Owner desires to add to Cotton Center and this Agreement, the Owner must obtain consent from the Primary Owner and the County to add such property to the Project. Provided however, the county shall be deemed to have approved any additional land

described on Exhibit "D" to this Agreement so long as Primary Owners provide written notice to the County regarding the additional land. If the County approves (or is deemed to have approved) the addition of the additional land, Owner and County agree that the additional land shall become part of Cotton Center which shall be subject to the terms of this Agreement and the Agreement will be amended accordingly.

[Execution Pages Follow]

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

CALDWELL COUNTY

By: _____

Mack Harrison, Asst. District Attorney

CALDWELL COUNTY

By: _____

Tom Bonn, County Judge

July 3, 2014

OWNER

Walton Texas, LP,

a Texas limited partnership in its capacity as owner and on behalf of the other owners

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: _____

Its: _____

Exhibit List:

Exhibit A Property

Exhibit B Cotton Center Regulations

Exhibit C County Development Fees

Exhibit A

Exhibit B

Exhibit C

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.

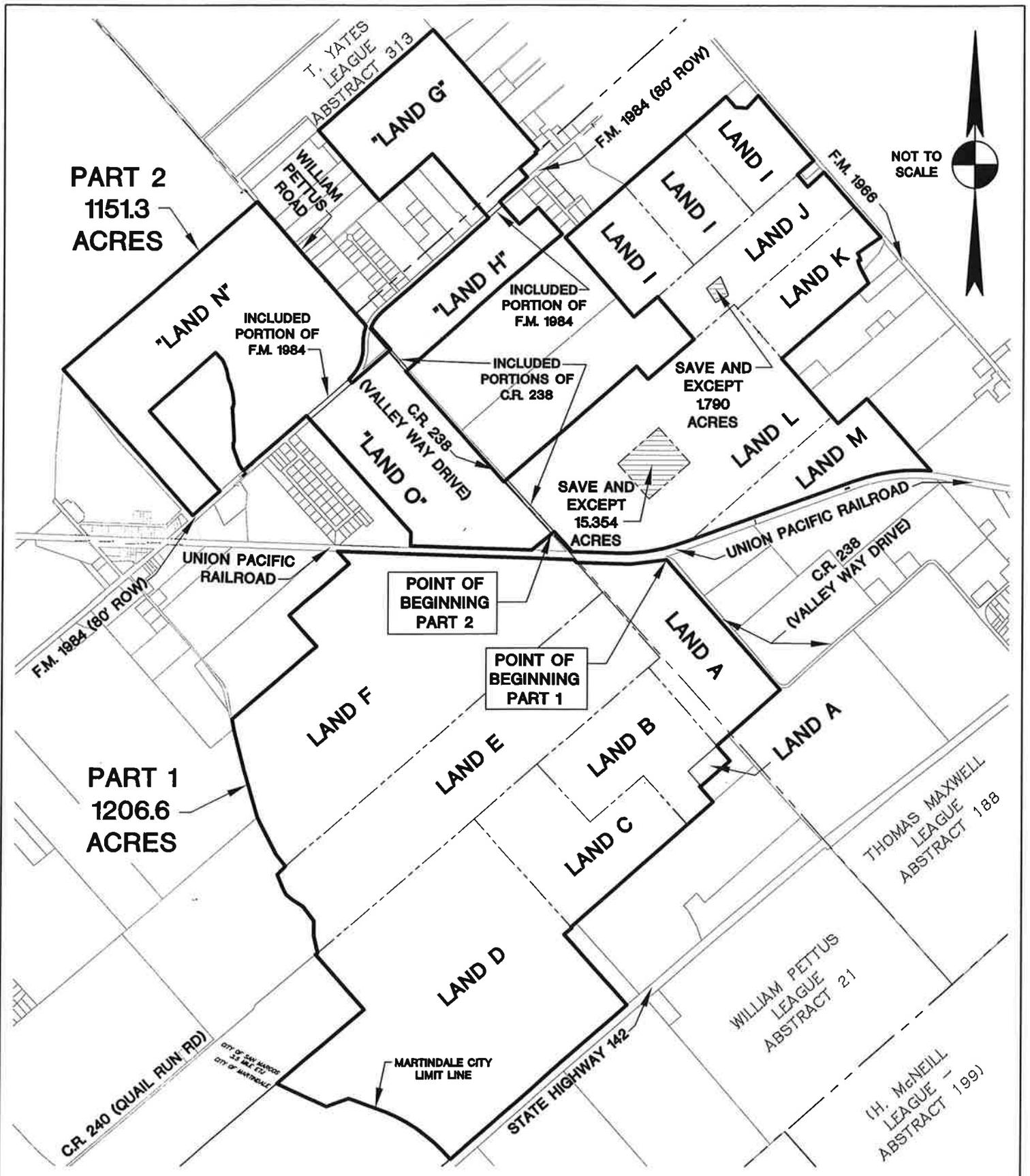
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BURY-AUS, INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701


6/17/14

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





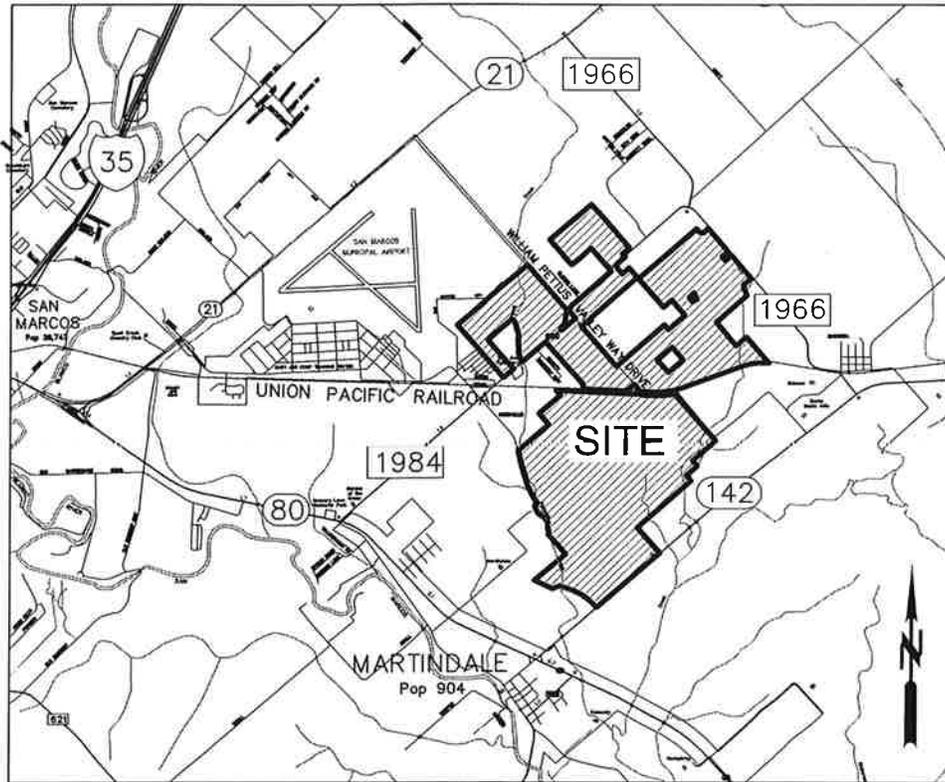
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**EXHIBIT OF COTTON CENTER
 MUNICIPAL UTILITY DISTRICT #1
 SITUATED IN CALDWELL COUNTY, TEXAS**

**WALTON
 TEXAS, LP**

SHEET 1 OF 2



VICINITY MAP

AREA SUMMARY

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

BURY

221 West Sixth Street, Suite 600
 Austin, Texas 78701
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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 No.: FN14-206(MJR)

DRAWN BY: MJR

PROJ. No: R0103932-10030



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#13-510, **Version:** 1

AGENDA CAPTION:

Consider approval of amendments to the Planning & Zoning Commission Bylaws.

Meeting date: August 26, 2014

Department: Development Services

Funds Required: n/a

Account Number: n/a

Funds Available: n/a

Account Name: n/a

CITY COUNCIL GOAL:

BACKGROUND: The bylaws for the Commission have not been updated since 2000. The Commission provided comments on the bylaws at the last meeting and directed staff to bring back revisions to the document for consideration. Attached for approval are both a clean version of the bylaws and a redline version showing major changes, subject to any final edits directed by the Commission.

BYLAWS OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS

ARTICLE I. NAME

The name of the Commission shall be "The Planning and Zoning Commission of the City of San Marcos, Texas." Within these bylaws this commission may be referred to as either the "Planning and Zoning Commission" or "the Commission."

ARTICLE II. PURPOSE, AUTHORITY, AND DUTIES

Section 1. The Planning and Zoning Commission is responsible for the orderly growth and physical development of the City of San Marcos and its extraterritorial jurisdiction ("ETJ") through the implementation of the community's Master Plan and related land use and development ordinances.

Section 2. The Planning and Zoning Commission shall have powers and duties expressly granted to it under Article VII of the City Charter of the City of San Marcos, the ordinances of the City of San Marcos, and the laws of the State of Texas. In the event of a conflict between these bylaws and any provision of the City Charter or ordinance, or law of the State of Texas, such charter provision, ordinance or law shall govern.

ARTICLE III. MEMBERSHIP, TERMS, QUORUM, ATTENDANCE

Section 1. The Planning and Zoning Commission shall consist of nine members appointed by the City Council. To be eligible for appointment to the Commission, eight of the Commission members must have resided and owned real property in the city for a period of three years before the date of appointment, and the remaining member must have resided and owned real property in the city's ETJ for a period of three years before the date of appointment. To be eligible for continued service on the Commission, the Commission members appointed as city residents must maintain residence and property ownership in the city, and the Commission member appointed as an ETJ resident must maintain residence and property ownership in the ETJ. Effective March 1, 2015 the ETJ member of the Commission shall be deleted and a qualified city resident member shall be appointed. Members of the Commission shall serve without compensation.

Section 2. Each Commission member serves a three year term. Terms are staggered so that three of the members' terms expire in any given year. Term limits shall be governed by Section 2.068 of the City Code, or successor provision.

Section 3. A quorum shall be no less than five members. No business shall be conducted or actions taken without a quorum of the membership present except to call the meeting to order, take roll, declare that a quorum is not present, set time and date of next meeting, and either recess or adjourn the meeting.

Section 4. Absences from meetings shall be governed by Section 2.069 of the City Code.

ARTICLE IV. OFFICERS

Section 1. The offices of Commission Chair, Commission Vice-Chair and Recording Secretary are established. The Commission shall elect a Chair and Vice-Chair at the first regular meeting of the new term. The Commission shall also confirm, as needed from time to time to fill a vacancy, the Director of Development Services' appointment of a Recording Secretary. The Recording Secretary shall be a member of the Planning and Development Services Department staff and shall not be a member of the Commission.

Section 2. The Chair shall:

- (a) preside at all meetings of the Commission;
- (b) call special meetings of the Commission in accordance with Article V of these bylaws;
- (c) sign official documents of the Commission;
- (d) appoint special committees of the Commission; and,
- (e) see that all actions of the Commission are properly taken.

Section 3. The Vice-Chair shall, during the absence, disability or disqualification of the Chair, perform all the duties of the Chair.

Section 4. In the event that both the Chair and Vice-Chair are absent from any one meeting, the remaining members of the Commission shall elect a temporary Chair to preside over the meeting.

Section 5. In the event of a vacancy in an unexpired term of the Chair, the Vice-Chair will automatically become the Chair and conduct an election to fill the unexpired term of the Vice-Chair. Likewise, in the event of a vacancy in an unexpired term of the Vice-Chair, the Chair will hold an election to fill the unexpired term of the Vice-Chair. If both the Chair and Vice-Chair seats are vacated simultaneously, the remaining members of the Commission will hold an election to fill both unexpired terms of office.

Section 6. The Recording Secretary shall:

- (a) post the agenda for all meetings of the Commission;
- (b) give or serve all public notices as required by law;
- (c) attend the meetings of the Commission and record all votes or other actions taken by the Commission;
- (d) prepare the written minutes in accordance with the provisions of Article V, Section 2 of these bylaws;

- (e) be the custodian of all Commission records;
- (f) sign and attest to the signature of the Chair on all official documents of the Commission;
- (g) ensure the proper recordation of subdivision plats and other documents requiring filing with the County Clerk's office.

ARTICLE V. COMMISSION RECORDS

Section 1. A public record shall be maintained of all Commission proceedings. The Recording Secretary, pursuant to the duties outlined in Article IV, Section 6 shall be responsible for all Commission records. All records of the Commission shall be subject to applicable State laws governing the records of a public board.

Section 2. Minutes of all meetings of the Commission, including the vote of "ayes" and "noes" upon the passage of any item properly brought before the Commission, shall be taken and recorded, and such minutes shall constitute a permanent record to which any citizen may have access at all reasonable times. Meeting minutes shall be prepared after each Commission meeting and permanently maintained in the Planning and Development Services Department of the City. Meeting minutes shall be considered draft minutes until the Commission takes formal action to approve the minutes. Meeting minutes shall be a concise record of each agenda item, the action taken on each item and a listing of those who spoke regarding each item. The minutes shall reflect only a short abstract of the position taken by each speaker and shall be neither a verbatim transcript nor a lengthy description of the discussion. Meeting minutes shall accurately reflect all motions and seconds, along with the results of the vote taken on each motion. Where substitute motions, motions to reconsider, or motions to withdraw are made, such motions and the votes on those motions shall also be reflected in the meeting minutes.

Section 3. Each Commission member shall have an obligation to check the meeting minutes for accuracy prior to the meeting at which the minutes will be considered for approval. If a Commission member has more than three corrections or amendments to make to a given set of minutes, the member shall report the corrections in writing to the Recording Secretary prior to the meeting. When the approval of minutes is subsequently called up for discussion, the Recording Secretary shall announce that written corrections have been received and the Commission shall automatically table the minutes to the next meeting without further discussion. Three or fewer corrections may be offered and voted on at the meeting where the minutes are being considered. Approved minutes shall be signed by all members who attended that meeting.

Section 4. Commission meetings shall be recorded on audiotape. The tapes of Commission meetings shall be retained for the period of time prescribed by State law. The Commission Chair shall require that each person coming before the Commission identify himself or herself for the record prior to addressing the Commission.

ARTICLE VI. MEETINGS, RULES OF CONDUCT

Section 1. The regular meetings of the Planning and Zoning Commission shall be on the second and fourth Tuesdays of each month at 6:00 p.m.

Section 2. Additional or special meetings of the Commission may be held at any time upon the request of either the Chair, the City Council or a majority of the members of the Commission. Such meetings shall follow at least seventy-two hours of notification to Commission members and the public.

Section 3. All meetings of the Commission shall be conducted in accordance with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 4. The Chair or two Commission members may direct the staff to place a discussion item on an agenda for a meeting or workshop. If two Commission members wish to direct staff to place a discussion item on an agenda, they must separately contact the staff and the contacts must occur before the Director of Development Services or successor official has set the agenda for the meeting.

Section 5. Regular meetings of the Commission may be canceled by the Director of Development Services or successor official with the consent of the Chair if both of the following criteria are met:

- (a) no new items requiring the Commission's attention have been submitted by the public as of 5:00 p.m. of Monday, three weeks prior to any regular meeting date; and
- (b) the Chair, a majority of the Commission membership, or the Director of Development Services or successor official have not submitted any items for discussion as of ten days prior to any regular meeting date.

Section 6. The Commission may vote to reschedule or cancel the dates of regularly scheduled meetings to avoid conflicts with holidays or for other special circumstances. The rescheduling or canceling of regular meetings shall be done at least 30 days in advance of the regularly scheduled meeting date.

Section 7. Except as provided in these bylaws, the rules of conduct contained in the most current edition of Robert's Rules of Order Revised shall govern the meetings of the Planning and Zoning Commission.

Section 8. Members, including the Chair and Vice-Chair, shall have the right to vote on all matters coming before the Commission, except for those matters on which the member has a conflict of interest. Voting shall be by roll call vote and the order of voting is to be rotated with each item.

Section 9. Any member of the Planning and Zoning Commission who has a conflict of interest, as defined in Chapter 2, Article V of the City's Code of Ordinances or State law, concerning a matter that is on the agenda of the Commission shall:

- (a) publicly announce the nature of the conflict immediately after the agenda item has been called up for discussion or action;
- (b) leave the room during the discussion of the item; and
- (c) refrain from any discussion or voting on the matter.

Section 10. Any member of the Planning and Zoning Commission who does not legally have a conflict of interest but would like to avoid the appearance of a conflict of interest may elect to follow the procedure established in Section 9 of this Article.

Section 11. Members shall have an obligation to vote on all matters coming before the commission unless the provisions of Sections 8 and 9 of this Article apply or the member was absent during the discussion of the matter.

Section 12. Members shall not represent themselves or any other person, group or interest before the Commission, the Zoning Board of Adjustments and Appeals or the City Council on any matter involving land use or development. This provision shall not preclude a member from representing an interest in his or her homestead. Members may represent an interest in their own property before the City Council. Members may represent the Commission in reporting on the activities of the Commission to the Zoning Board of Adjustments and Appeals or the City Council.

ARTICLE VII. COMMITTEES

Section 1. Committees, standing or special, may be established or abolished by the direction of a majority of the entire membership of the Commission.

Section 2. The Chair shall appoint members of all committees.

ARTICLE VIII. AMENDMENTS

These rules may be amended at any meeting by a vote of the majority of the entire membership of the Commission provided a minimum of seventy-two hours notice of the intent to change the bylaws has been given to the public and each member of the Commission.

PASSED, APPROVED AND ADOPTED by the City of San Marcos Planning and Zoning Commission on this the 26th day of August, 2014.

Attest:

Francis Serna
Recording Secretary

Chris Wood, Chair
Planning and Zoning Commission

BY-LAWS OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS

ARTICLE I. NAME

The name of the Commission shall be "The Planning and Zoning Commission of the City of San Marcos, Texas." Within these By-laws this commission may be referred to as either the "Planning and Zoning Commission" or "the Commission."

ARTICLE II. PURPOSE, AUTHORITY, AND DUTIES

Section 1. The Planning and Zoning Commission is responsible for the orderly growth and physical development of the City of San Marcos and its extraterritorial jurisdiction through the implementation of the community's Master Plan and related land use and development ordinances

Section 2. The Planning and Zoning Commission shall have powers and duties expressly granted to it under Article VII of the City Charter of the City of San Marcos, the ordinances of the City of San Marcos, and the laws of the State of Texas. In the event of a conflict between these bylaws and any provision of the City Charter or ordinance, or law of the State of Texas, such charter provision, ordinance or law shall govern.

ARTICLE III. MEMBERSHIP, TERMS, QUORUM, ATTENDANCE

Section 1. The Planning and Zoning Commission shall consist of nine members appointed by the City Council. To be eligible for appointment to the commission, eight of the commission members must have resided and owned real property in the city for a period of three years before the date of appointment, and the remaining member must have resided and owned real property in the city's extraterritorial jurisdiction for a period of three years before the date of appointment. To be eligible for continued service on the commission, the commission members appointed as city residents must maintain residence and property ownership in the city, and the commission member appointed as an extraterritorial jurisdiction resident must maintain residence and property ownership in the extraterritorial jurisdiction. Effective March 1, 2015 the ETJ member of the commission shall be deleted and a qualified city resident member shall be appointed. seven members shall be residents of and own real property in the City. One member shall be a resident of and own real property within the extraterritorial jurisdiction of the City. One member shall be a resident of and owner of real property in either the City or the extraterritorial jurisdiction of the City Members of the Commission shall serve without compensation.

Section 2. Each Commission member serves a three year term. Terms are staggered so that three of the members' terms expire in any given year. ~~Terms expire on the last day of October. Term limits shall be governed by Section 2.068 of the City Code, or successor provision. Commission members shall be eligible to serve a maximum of two full terms. If a person is~~

~~appointed to fill an unexpired term of more than eighteen months, the person will serve the remainder of that term and shall be eligible for reappointment for no more than one full term. If a person is appointed to fill an unexpired term of less than eighteen months, the person shall be eligible for reappointment for no more than two full terms.~~

Section 3. A quorum shall be no less than five members. No business shall be conducted or actions taken without a quorum of the membership present except to call the meeting to order, take roll, declare that a quorum is not present, set time and date of next meeting, and either recess or adjourn the meeting.

Section 4. Absences from meetings shall be governed by Section 2-069 of the City Code.

ARTICLE IV. OFFICERS

Section 1. The offices of Commission Chair, Commission Vice-Chair and Recording Secretary are established. The Commission shall elect a Chair and Vice Chair at the first regular meeting ~~in November of each year of the new term.~~ The Commission shall also confirm, as needed from time to time to fill a vacancy, the Director of Planning's appointment of a Recording Secretary. The Recording Secretary shall be a member of the Planning and Development Services Department staff and shall not be a member of the Commission.

Section 2. The Chair shall:

- (a) preside at all meetings of the Commission;
- (b) call special meetings of the Commission in accordance with Article V of these bylaws;
- (c) sign official documents of the Commission;
- (d) appoint special committees of the Commission; and,
- (e) see that all actions of the Commission are properly taken.

~~2]~~

Section 3. The Vice-Chair shall, during the absence, disability or disqualification of the Chair, perform all the duties of the Chair.

Section 4. In the event that both the Chair and Vice-Chair are absent from any one meeting, the remaining members of the Commission shall elect a temporary Chair to preside over the meeting.

Section 5. In the event of a vacancy in an unexpired term of the Chair, the Vice-Chair will automatically become the Chair and ~~hold~~ conduct an election to fill the unexpired term of the Vice-Chair. Likewise, in the event of a vacancy in an unexpired term of the Vice-Chair, the Chair will hold an election to fill the unexpired term of the Vice-Chair. If both the Chair and Vice-Chair seats are vacated simultaneously, the remaining members of the Planning Commission will hold an election to fill both unexpired terms of office.

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Meeting minutes shall be prepared after each Commission meeting and permanently maintained in the Planning and Development Services Department of the City. Meeting minutes shall be considered draft minutes until the Commission takes formal action to approve the minutes. Meeting minutes shall be a concise record of each agenda item, the action taken on each item and a listing of those who spoke regarding each item. The minutes shall reflect only a short abstract of the position taken by each speaker and shall be neither a verbatim transcript nor a lengthy description of the discussion. Meeting minutes shall accurately reflect all motions and seconds, alone with the results of the vote taken on each motion. Where substitute motions, ~~or~~ motions to reconsider, or motions to withdraw are made, such motions and the votes on those motions shall also be reflected in the meeting minutes.

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being considered. Approved minutes shall be signed by all members who attended that meeting.

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ARTICLE VI. MEETINGS, RULES OF CONDUCT

Section 1. The regular meetings of the Planning and Zoning Commission shall be on the second and fourth Tuesdays of each month at ~~7:00~~ 6:00 p.m.

Section 2. Additional or special meetings of the Commission may be held at any time upon the request of either the Chair, the City Council or a majority of the members of the Commission. Such meetings shall follow at least seventy-two hours of notification to Commission members and the public.

Section 3. All meetings of the Commission shall be conducted in accordance with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Article 6252-17, Vernon's Texas Civil Statutes.

Section 4. The Chair or two Commission members may direct the staff to place a discussion item on an agenda for a meeting or workshop. If two Commission members wish to direct staff to place a discussion item on an agenda, they must separately contact the staff and the contacts must occur before the Director of Development Services or successor official has set the agenda for the meeting.

Section 54. Regular meetings of the Commission may be canceled by the Director of Planning Development Services or successor official with the consent of the Chair if both of the following criteria _____ are _____ met:

- (a) no new items requiring the Commission's attention have been submitted by the public as of 5 p.m. of Monday, three weeks prior to any regular meeting date; -and
- (b) the Chair, a majority of the Commission membership, or the Director of Planning Development Services or successor official have not submitted any items for discussion as of ten days prior to any regular meeting date.

Section 65. The Commission may vote to reschedule or cancel the dates of regularly scheduled meetings to avoid conflicts with holidays or for other special circumstances. The rescheduling or canceling of regular meetings shall be done at least 30 days in advance of the regularly scheduled meeting date.

Section 76. Except as provided in these bylaws, the rules of conduct contained in the most current edition of Robert's Rules of Order Revised shall govern the meetings of the Planning and Zoning Commission.

Section 87. Members, including the Chair and Vice-Chair, shall have the right to vote on all matters coming before the Commission, except for those matters on which the member has a conflict of interest. Voting shall be by roll call vote and the order of voting is to be rotated with each item.

Section 98. Any member of the Planning and Zoning Commission who has a conflict of interest, as defined in Chapter 2, Article V of the City's Code of Ordinances or State law, concerning a matter that is on the agenda of the Commission shall:

- (a) publicly announce the nature of the conflict immediately after the agenda item has been called up for discussion or action;
- (b) leave the room during the discussion of the item; and
- (c) refrain from any discussion or voting on the matter.

Section 109. Any member of the Planning and Zoning Commission who does not legally have a conflict of interest but would like to avoid the appearance of a conflict of interest may elect to follow the procedure established in Section 98 of this Article.

Section 110. Members shall have an obligation to vote on all matters coming before the commission unless the provisions of Sections 8 and 9 of this Article apply or the member was absent during the discussion of the matter.

Section 124. Members shall not represent themselves or any other person, group or interest before the Commission, the Zoning Board of Adjustments and Appeals or the City Council on any matter involving land use or development. This provision shall not preclude a member from representing an interest in his or her homestead. Members may represent an interest in their own property before the City Council. Members may represent the Commission in reporting on the activities of the Commission to the Zoning Board of Adjustments and Appeals or the City Council.

ARTICLE VII. COMMITTEES

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Section 2. The Chair shall appoint members of all committees.

ARTICLE VIII. AMENDMENTS

These rules may be amended at any meeting by a vote of the majority of the entire membership of the Commission provided a minimum of seventy-two hours notice of the intent to change the bylaws has been given to the public and each member of the Commission.

PASSED, APPROVED AND ADOPTED by the City of San Marcos Planning and Zoning

Commission on this the ~~27th~~ 26th day of ~~June~~ August, 201~~400~~.

Attest:

Francis Serna
Recording Secretary

Chris Wood, Chair
Planning and Zoning Commission



City of San Marcos

630 East Hopkins
San Marcos, TX 78666

Legislation Text

File #: ID#13-494, **Version:** 1

AGENDA CAPTION:

Development Services Report:

- a. American Planning Association Conference- Oct. 15-18 /Frisco, TX

Meeting date: August 26, 2014

Department: Development Services

Funds Required: n/a

Account Number: n/a

Funds Available: n/a

Account Name: n/a

CITY COUNCIL GOAL:

BACKGROUND: