

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

February 4, 2025

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS**

6:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation. Pledge of Allegiance to the United States and Texas flags.

3. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider Resolution 2025-03 repealing Resolution 2024-37 regarding acknowledging adoption of the Lockhart Freedom Act. **4-5**

7:00 P.M. WORK SESSION (No Action) (The Council Meeting Work Session may begin earlier than 7:00 p.m.; the Work Session will begin at the conclusion of the above discussion and/or action agenda item.)

Work session will be held to receive briefings and to initially discuss all items contained on the Agenda posted for 7:30 p.m. Generally, this work session is to simplify issues as it relates to the agenda items. No vote will be taken on any issues discussed or reviewed during the work session except to the extent specifically authorized under the Texas Open Meetings Act.

DISCUSSION ONLY

- A. Presentation and discussion of proposed sidewalk routes for application to TxDOT Transportation Alternatives grant. **6-14**
- B. Discuss Resolution 2025-04 terminating the Caldwell Valley Development agreement on 426.85 acres located in the City's extraterritorial jurisdiction southwest of the intersection of FM 2720 and County View Road. **15-96**
- C. Discussion regarding Resolution 2025-05 requesting that the Texas Department of Transportation preserve the current configuration of highway striping along State Highway 142 from Medina Street to Blanco Street as part of the State Highway 142 Improvements Project. **97-104**

- D. Discussion regarding Resolution 2025-06 approving an interlocal agreement with Caldwell County for Subdivision Regulation of Juniper Springs (Formerly Clearfork Ranch) Phases 9, 10, and 16 within the Extraterritorial Jurisdiction of the City of Lockhart, addressed as 3000 Borchert Loop. **105-115**

7:30 P.M. REGULAR MEETING (The Council Regular Meeting will continue at the conclusion of the above discussion only agenda items, but will not begin before 7:30 p.m.)

4. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.

5. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING and consider approval of Ordinance 2025-03, annexing 84.981 acres out of the John A. Neill Survey, Abstract 20, Caldwell County, Texas, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322. **116-129**
- B. Hold a PUBLIC HEARING on application ZC-24-08 by Talley J. Williams on behalf of Blackjack Block, LLC and discussion and/or action on Ordinance 2025-04 for a **Zoning Change** from AO Agricultural-Open Space District to RMD Residential Medium Density District on 84.981 acres in the John A. Neill Survey, Abstract No. 20, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322. **130-147**

6. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding proposed sidewalk routes for application to TxDOT Transportation Alternatives grant. **148-156**
- B. Discussion and or/action regarding Resolution 2025-04 terminating the Caldwell Valley Development agreement on 426.85 acres located in the City's extraterritorial jurisdiction southwest of the intersection of FM 2720 and County View Road. **157-238**
- C. Discussion and/or action regarding Resolution 2025-05 requesting that the Texas Department of Transportation preserve the current configuration of highway striping along State Highway 142 from Medina Street to Blanco Street as part of the State Highway 142 Improvements Project. **239-246**
- D. Discussion and/or possible action regarding Resolution 2025-06 approving an interlocal agreement with Caldwell County for Subdivision Regulation of Juniper Springs (Formerly Clearfork Ranch) Phases 9, 10, and 16 within the Extraterritorial Jurisdiction of the City of Lockhart, addressed as 3000 Borchert Loop. **247-257**

7. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- Lockhart EMS transition to ESD No. 5 completed.
- Texas Parks & Wildlife (TP&W) awards grant to Lockhart for aquatic facility.
- Update on LCRA's Timmerman Power Plant Construction.
- Coffee with a Cop - January event.

8. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

9. ADJOURNMENT

City Council shall have the right at anytime to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on January 31, 2025 at 3:30 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2025-03 repealing Resolution 2024-37 regarding acknowledging adoption of the Lockhart Freedom Act.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Brad Bullock

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Several Texas cities have been sued by the Attorney General's office for adoption and implementation of ordinances/chapter amendments similar in purpose and scope to the Lockhart Freedom Act, which was approved by voters at the November 5, 2024 election. The Lockhart Freedom Act contains several provisions that prohibit Lockhart Police from investigating and charging certain misdemeanor marijuana offenses, except under limited circumstances. State law provides that cities may not adopt policies that fail to fully enforce applicable state and federal drug laws. On December 3, 2024, the City approved a resolution acknowledging the passage of the Lockhart Freedom Act and its incorporation into the City Charter, while also acknowledging that state law prohibits cities from fully enforcing drug laws, including those related to low-level cannabis enforcement.

Since then, the matter was requested to be placed back on an agenda and a request to reconsider Resolution 2024-37 was raised. The proper procedural mechanism would be to repeal that resolution with a new one, but the effect would be the same if Resolution 2025-03 passes.

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: The results of the Lockhart Freedom Act were canvassed at the November 19, 2024 meeting. The Council adopted Resolution 2024-37 on December 3, 2024.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Discretion of the Council.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-03

RESOLUTION NO. 2025-03

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
REPEALING RESOLUTION NO. 2024-37, WHICH ACKNOWLEDGED
STATE LAW RELATED TO THE LOCKHART FREEDOM ACT**

WHEREAS, on November 5, 2024, the voters of the City of Lockhart, Texas overwhelmingly passed a charter amendment known as the Lockhart Freedom Act (“Act”), which addresses reform to marijuana enforcement by city personnel; and

WHEREAS, on November 19, 2024, the City Council of the City of Lockhart canvassed the election and passed a resolution acknowledging the passage of the Act; and

WHEREAS, on December 3, 2024, the City Council passed Resolution 2024-37, which acknowledged that state law prohibits cities from adopting policies that do not fully enforce drug laws, recognized that portions of the Lockhart Freedom Act could be preempted by state law, and called on state and federal legislators to address this discrepancy; and

WHEREAS, by adoption of this above-numbered resolution, the City of Lockhart hereby repeals Resolution 2024-37;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LOCKHART, TEXAS:**

Section 1: That Resolution 2024-37 is hereby repealed this day and is of no further force and effect.

**DULY RESOLVED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS ON** this 4th day of February, 2025.

CITY OF LOCKHART

Lew White
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Presentation and discussion of proposed sidewalk routes for application to TxDOT Transportation Alternatives grant.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: TxDOT's 2025 Transportation Alternatives Set-Aside grant ("TA") program is accepting project proposals emphasizing "safety and mobility for non-motorized travelers". The program makes funds available for pedestrian infrastructure improvements. The City of Lockhart qualifies for the program at the 20% match level. Staff have prepared two proposals for \$1 million and \$2 million total project costs (\$200,000 and \$400,000 City contributions, respectively) for the expansion of sidewalks near the downtown core and enhancing connectivity to the schools on Center Street. These proposed programs of sidewalk addition are based on an estimated cost of \$115 per linear foot, as devised by the City Engineer. The proposed sidewalks will typically be four-foot-wide concrete paths. Route selection for the attached proposals were based on the City's 2023 preliminary application and recommendations from the *Lockhart Looking Forward* comprehensive plan (adopted 2024) and prioritizes segments with no existing sidewalks.

TxDOT's TA program schedule requires a preliminary application showing the proposed routes and estimated budget on February 21, 2025. If this application is accepted, a detailed application with a full project budget, schedule, and schematics will be issued to the City for completion on April 16, 2025.

Staff requests Council's review of the proposed routes and direction regarding submission of the preliminary application.

PROJECT SCHEDULE (if applicable): The completed preliminary application is due February 21, 2025. The second round of screening will start with the release of the Detailed Application on or about April 16, 2025, with an anticipated application deadline in June or July, 2025.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Depending on which level of grant funding is pursued, either

City of Lockhart, Texas

Council Agenda Item Cover Sheet

\$200,000 or \$400,000 is City match would be required. The project funding would be for fiscal years 2027-2029.

PREVIOUS COUNCIL ACTION: City Council approved the Lockhart Looking Forward Comprehensive Plan, which includes a sidewalk priority map, on November 7, 2024.

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Direct staff regarding locations of sidewalks to be added to the city network and the dollar value of the grant to pursue.

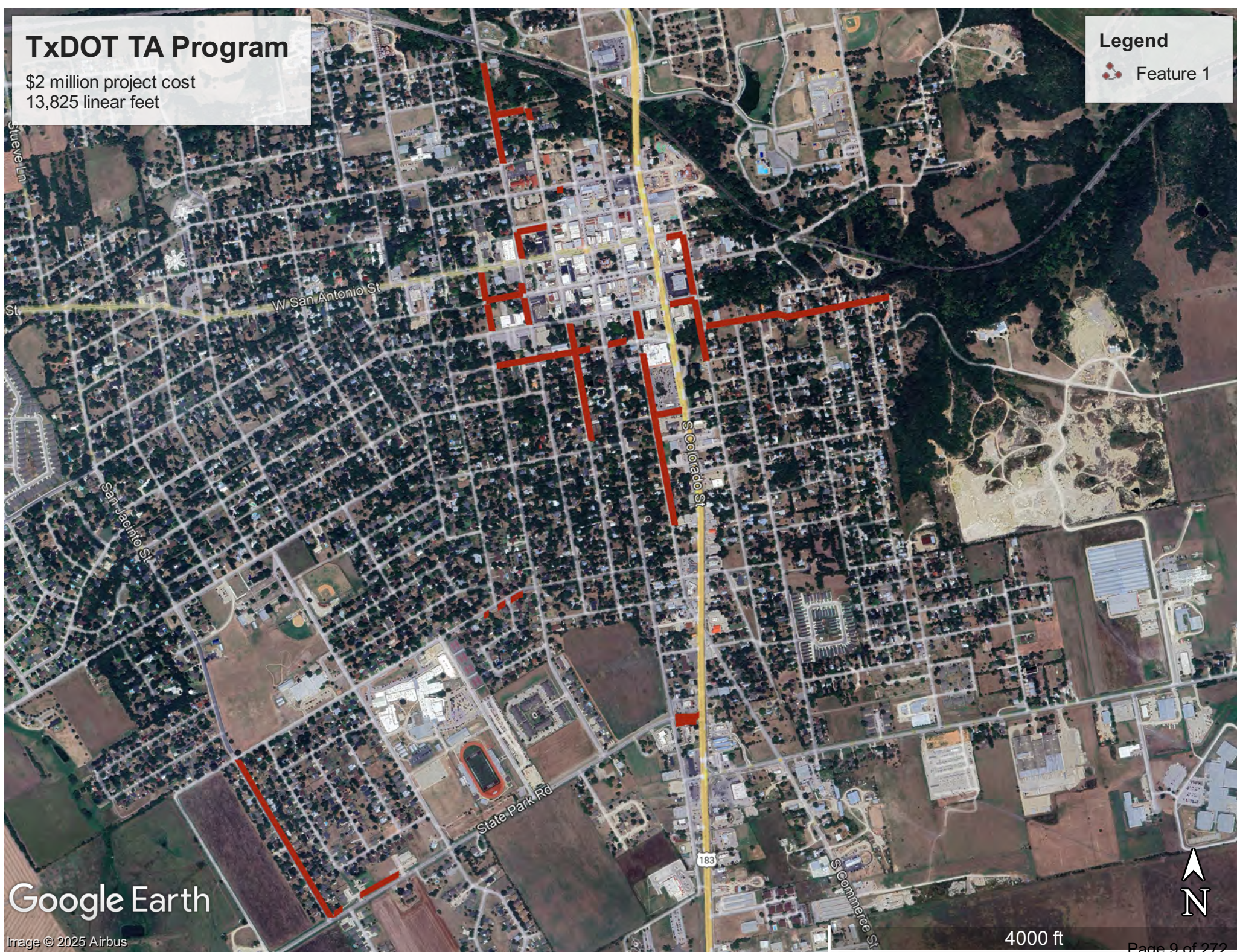
LIST OF SUPPORTING DOCUMENTS: Lockhart Looking Forward--Sidewalk network map, \$2 million proposal map 1-29-2025, Lockhart Sidewalk Extensions- \$2 million proposal spreadsheet 1-30-25, \$1 million proposal map 1-29-2025, Lockhart Sidewalk Extensions- \$1 million proposal spreadsheet 1-30-25

TxDOT TA Program

\$2 million project cost
13,825 linear feet

Legend

 Feature 1



Google Earth

Image © 2025 Airbus

TxDOT TA Grant Proposal – \$2 million project scenario

Segment

E side of N Blanco Street from Bois D'Arc Street to S of Union Pacific Railroad Track
S side of N Church Street from N Blanco Street to N Church Street (N-S segment)
E side of N Church Street from S Bend of N Church Street to Existing Sidewalk by 418 N Church
S side of W Pecan Street segment between driveways
S Side of W Walnut Street from N Blanco Street to N Church Street
N side of W Market Street from Guadalupe Street to S Blanco Street and turning N up the W side
E side of Guadalupe Street from W Prairie Lea Street to W Market Street
W side of S Blanco Street from W Prairie Lea Street to W Market Street
N side of W Live Oak Street from Guadalupe Street to existing sidewalk near 317 S Main Street
E side of S Church Street from W Prairie Lea Street to existing sidewalk near 513 S Church Street
E side of S Commerce Street from 602 S Commerce Street to existing sidewalk near 403 S Colorado
N side of Hickory Street from S Commerce Street to S Colorado Street
S side of E San Antonio Street from existing sidewalk at 2115 E San Antonio Street to Brazos
S side of E Prairie Lea Street from S Colorado Street to Brazos Street and turning S down W side
N side of E Live Oak Street from Brazos Street to S bend in E Live Oak Street
E side of San Jacinto Street from Center Street to State Park Road
N side of State Park Road from S Main Street to S Colorado Street
N side of E Live Oak Street from S Main Street to existing sidewalk near 311 S Commerce Street
E side of S Commerce Street from E Prairie Lea Street to E Live Oak Street
S side of Center Street from Cibola Street to existing sidewalk near 813 Guadalupe Street
S side of Center Street from existing sidewalk near 806 Center Street to existing sidewalk near
S side of Center Street from existing sidewalk near 790 Center Street to existing sidewalk near
S side of State Park Road from S Main Street to S Colorado Street
E side of S Commerce Street from 617 S Colorado Street to 729 S Colorado Street
N side of State Park Road from existing sidewalk at San Jacinto Street to existing sidewalk near
N side of State Park Road from existing sidewalk near 705 State Park Road to existing sidewalk

Total

Length (linear feet)
998
299
119
63
56
753
263
269
924
1168
843
273
754
858
1816
1785
242
186
275
135
58
86
203
862
107
430
13825

TxDOT TA Program

\$1 million project cost
6,950 linear feet

Legend

Line



Google Earth

Image © 2025 Airbus

4000 ft

TxDOT TA Grant Proposal – \$1 million project scenario

Segment

E side of San Jacinto Street from Center Street to State Park Road

E side of S Commerce Street from existing sidewalk near 403 S Colorado Street to Hickory Street

S side of E Prairie Lea Street from S Colorado Street to Brazos Street and turning S down W side of E Live Oak Street

N side of W Live Oak Street from S Blanco Street to existing sidewalk near 317 S Main Street

E side of S Church Street from W Prairie Lea Street to W Live Oak Street

N side of W Market Street from Guadalupe Street to S Blanco Street and turning N up W side of S Blanco Street

W side of S Blanco Street from W Market Street to W Prairie Lea Street

E side of N Blanco Street from W Walnut Street to W San Antonio Street

E side of N Blanco Street from N Church Street to Bois D'Arc Street

E side of Guadalupe Street from W San Antonio Street to W Market Street

N side of E Live Oak Street from S Main Street to existing sidewalk near 313 S Commerce Street

E side of S Commerce Street from E Prairie Lea Street to E Live Oak Street

N side of E Live Oak Street from Brazos Street to Bellinger Street

Total

Length (linear feet)

1785
615
858
503
280
462
269
264
481
274
186
275
698

6950

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Discuss Resolution 2025-04 terminating the Caldwell Valley Development agreement on 426.85 acres located in the City's extraterritorial jurisdiction southwest of the intersection of FM 2720 and County View Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The intent of this resolution is to terminate the Caldwell Valley Development Agreement to reflect a change in planned land use on the affected site. The Development Agreement was originally approved with the intent of a primarily residential MUD being created on the property. The request to terminate the development agreement has been made by Tract, a Colorado-based developer who plans to locate a data center in the vicinity, which would also include areas outside the City's jurisdiction. In the time since the development agreement was approved the MUD has never been created and no residential development has occurred on the property. The proposed termination of the Development Agreement will remove any constraints placed on the property found in the language of the agreement to allow the data center development to move forward.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: Lockhart City Council approved Resolution 2017-04 granting consent to annex land in the Lockhart ETJ into one or more MUD districts for the Caldwell Valley Development Agreement on February 7, 2017 and approved the Caldwell Valley Development Agreement on the same day.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2025-04 terminating the Caldwell Valley MUD No. 1

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-04 approving termination of the Caldwell Valley Development Agreement, Exhibit A - Legal, EXHIBIT A - THE PROPERTY, Tract Project Narrative - 1.30.25, Resolution 2017-04 Caldwell Valley DA, Caldwell Valley Lockhart County Subdivision Agreement (Executed 043019)

RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, TERMINATING THE CALDWELL VALLEY DEVELOPMENT AGREEMENT WITH WALTON TEXAS LP, PROVIDING NOTICE OF WITHDRAWAL OF CONSENT FOR MUNICIPAL UTILITY DISTRICT INCLUSION OR CREATION FOR THE CALDWELL VALLEY PROPERTY, AUTHORIZING THE MAYOR TO SIGN ANY DOCUMENTS IN CONNECTION THEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Walton Texas LP entered into the Caldwell Valley Development Agreement, dated effective February 7, 2017 (the "Agreement") for 426.85 acres located in the City's ETJ, said property more particularly described in Exhibit A ("Property"); and

WHEREAS, as part of the Agreement, the City consented to the inclusion/annexation of the Property into the Clear Fork Creek Municipal Utility District No. 1, Ranch at Clear Fork Creek Municipal Utility District No. 2, Caldwell Valley Municipal Utility District No. 1, or any municipal utility district created by the division of such municipal utility districts ("Districts"); and

WHEREAS, Walton Texas LP never included the Property in Districts or created any other municipal utility district for the Property, and no petition for a municipal utility district is pending before the Texas Commission on Environmental Quality; and

WHEREAS, Walton Texas LP wishes to sell the Property to TXLCO Caldwell County, LLC; and

WHEREAS, TXLCO Caldwell County, LLC, wishes to terminate the Agreement and develop the Property without the need for any Districts,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby approves the termination of the Agreement conditioned upon and to be effective when Walton Texas LP, delivers to the City a deed conveying the Property to TXLCO Caldwell County, LLC, following recordation of the same in the Official Public Records of Real Property of Caldwell County, Texas.

SECTION 3. The City Council hereby gives notice that it intends to withdraw its consent for inclusion of the Property in the Districts or creation of a municipal utility district for the Property once the Agreement is terminated.

SECTION 4. City staff is directed to place a resolution on the City Council's agenda to withdraw the City's consent for inclusion of the Property in the Districts or creation of a municipal utility district for the Property once the City receives a deed conveying the Property to TXLCO Caldwell County, LLC.

SECTION 5. The Mayor is authorized to sign any documents in connection therewith.

SECTION 6. The City Council hereby finds, determines, and declares that the meeting at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 7. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, this 4th day of February 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

EXHIBIT A

349.739 ACRES
CALDWELL COUNTY, TX

FILE NO: 2024.194
PROJECT: 615.059001
DATE: 11/26/2024

DESCRIPTION

349.739 ACRES SITUATED IN THE WILLIAM BARBER SURVEY, ABSTRACT NO. 47, THE MARTIN MCFERRIN SURVEY, ABSTRACT NO. 204, THE JOHN B. GRAY SURVEY, ABSTRACT NO. 116, AND THE JAMES GEORGE SURVEY, ABSTRACT NO. 118, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 349.65 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 635, PAGE 252, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 349.739 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "Chaparral" cap found in the south line of that certain 77.20 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 640, Page 264, of said Official Public Records of Real Property, being the northwest corner of that certain 14.956 acre tract conveyed to Maria G. Moreno, by Deed of record in Document No. 2018-000836, of said Official Public Records of Real Property, for an angle point in the north line of said 349.65 acre tract and hereof;

THENCE, leaving the south line of said 77.20 acre tract, along the west and south lines of said 14.956 acre tract, being a north line of said 349.65 acre tract, the following thirteen (13) courses and distances:

1. S32°11'19"E, a distance of 195.54 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
2. Along said curve, having a radius of 112.44 feet, a central angle of 59°25'52", an arc length of 116.63 feet, and a chord which bears S67°07'16"E, a distance of 111.47 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
3. N82°58'41"E, a distance of 195.59 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the right;
4. Along said curve, having a radius of 137.56 feet, a central angle of 55°54'36", an arc length of 134.23 feet, and a chord which bears S71°39'19"E, a distance of 128.97 to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
5. S44°23'19"E, a distance of 67.42 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the left;
6. Along said curve, having a radius of 115.23 feet, a central angle of 93°18'40", an arc length of 187.66 feet, and a chord which bears S85°03'19"E, a distance of 167.60 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
7. N61°53'41"E, a distance of 143.05 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;

2025-01-29 - https://mytract-my.sharepoint.com/personal/chris_shandor_tract_com/Documents/Desktop/Exhibit A - Lockhart.docx
Sheet 1 of 5

8. N59°43'41"E, a distance of 216.88 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the right;
9. Along said curve, having a radius of 432.52 feet, a central angle of 23°25'28", an arc length of 176.85 feet, and a chord which bears N71°03'42"E, a distance of 175.62 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the point of reverse curvature of a curve to the left;
10. Along said curve, having a radius of 155.99 feet, a central angle of 73°16'56", an arc length of 199.51 feet, and a chord which bears N60°13'41"E, a distance of 186.19 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
11. N32°01'19"W, a distance of 41.75 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
12. N03°34'19"W, a distance of 36.04 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
13. N27°35'19"W, a distance of 86.64 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the most easterly corner of said 14.956 acre tract, being in the west line of a possible roadway easement or right-of-way (no dedication found) as referenced in a deed of that certain 151-1/2 acre tract conveyed to W. H. Schroeder, by Deed of record in Volume 238, Page 442, of the Deed Records of Caldwell County, Texas, for the most northerly corner of said 349.65 acre tract and hereof;

THENCE, S41°27'26"E, in part along the west line of said possible roadway right-of-way and said 151-1/2 acre tract, and in part along the west line of that certain "30 foot abandoned County Road" as referenced in conveyances to Robert P. Ussery in Documents No. 130201, 118766, and 2015-003559, of said Official Public Records of Real Property, a distance of 1373.58 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, S41°45'49"E, in part along said "30 foot abandoned County Road," in part along the west terminus of Payne Lane (r.o.w. varies), and in part along the west line of that certain 185.625 acre tract conveyed to 2720 Partnership, LLC, by Deed of record in Document No. 2021-007229, of said Official Public Records of Real Property, being the east line of said 349.65 acre tract, a distance of 1499.80 feet to a 1/2-inch iron rod found, for the most easterly corner of said 349.65 acre tract and hereof;

THENCE, along the north and west lines of said 185.625 acre tract, being the south line of said 349.65 acre tract, the following two (2) courses and distances:

1. S59°21'58"W, a distance of 763.85 feet to a 1/2-inch iron rod found, for an angle point;
2. S30°01'02"E, a distance of 148.50 feet to a metal fence post found at the northeast corner of that certain 160 acre tract conveyed to William Robert Clark and Anne J. Clark, by Deed of record in Document No. 119218, of said Official Public Records of Real Property, for an angle point;

THENCE, S59°26'30"W, in part along the north line of said 160 acre tract and in part along the north line of that certain 98.859 acre tract conveyed to Doris H. Steubing, by Deed of record in Document No. 2022-001271, of said Official Public Records of Real Property, a distance of 4143.54 feet to a 1 and 1/2-inch iron pipe found at the southeast corner of that certain 169.55 acre tract conveyed to Doris Lea Steubing, by Deed of record in Document No. 2021-007436, of said Official Public Records of Real Property, for the most southerly corner of said 349.65 acre tract and hereof;

THENCE, along the east line of said 169.55 acre tract, being the west line of said 349.65 acre tract, the following two (2) courses and distances:

1. N31°19'58"W, a distance of 579.76 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. N31°07'06"W, a distance of 2863.95 feet to a 1/2-inch iron rod found at the northeast corner of said 169.55 acre tract, being in the south line of that certain 50.00 acre tract conveyed to Permian Highway Pipeline, LLC, by Deed of record in Document No. 2023-000035, of said Official Public Records of Real Property, for the most westerly corner of said 349.65 acre tract and hereof;

THENCE, N58°39'21"E, along the south line of said 50.00 acre tract, being the north line of said 349.65 acre tract, a distance of 865.28 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of said 50.00 acre tract, being the southwest corner of that certain 80.00 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126769, of said Official Public Records of Real Property, for an angle point;

THENCE, N58°52'02"E, along the south line of said 80.00 acre tract, being the north line of said 349.65 acre tract, a distance of 1746.82 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of said 80.00 acre tract, being the southwest corner of said 77.20 acre tract, for an angle point;

THENCE, N58°58'47"E, along the south line of said 77.20 acre tract, being the north line of said 349.65 acre tract, a distance of 555.16 feet to the **POINT OF BEGINNING**, and containing 349.739 acres (15,234,637 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

ABRAM C. DASHNER
TEXAS RPLS 5901
MANHARD CONSULTING
TBPLS FIRM NO. 10194754

2025-01-29 - https://mytract-my.sharepoint.com/personal/chris_shandor_tract_com/Documents/Desktop/Exhibit A - Lockhart.docx
Sheet 3 of 5

77.217 ACRES
CALDWELL COUNTY, TX

FILE NO: 2024.195
PROJECT: 615.059001
DATE: 11/26/2024

DESCRIPTION

77.217 ACRES SITUATED IN THE WILLIAM BARBER SURVEY, ABSTRACT NO. 47, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 77.20 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 640, PAGE 264, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 77.217 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the south right-of-way line of Jolly Road (r.o.w. varies), being the northeast corner of that certain 80.00 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126769, of said Official Public Records of Real Property, for the most westerly corner of said 77.20 acre tract and hereof;

THENCE, N47°58'12"E, along said south right-of-way line, being the north line of said 77.20 acre tract, a distance of 1272.88 feet to a 1/2-inch iron rod found at the northeast corner of said 77.20 acre tract, being in the west line of a possible roadway easement or right-of-way (no dedication found) as referenced in a deed of that certain 151-1/2 acre tract conveyed to W. H. Schroeder, by Deed of record in Volume 238, Page 442, of the Deed Records of Caldwell County, Texas, for the most northerly corner hereof;

THENCE, S42°02'39"E, along the west line of said possible roadway easement or right-of-way, being the east line of said 77.20 acre tract, a distance of 2448.24 feet to a 1/2-inch iron rod with "Chaparral" cap found at the southeast corner of said 77.20 acre tract, being the northeast corner of that certain 14.956 acre tract conveyed to Maria G. Moreno, by Deed of record in Document No. 2018-000836, of said Official Public Records of Real Property, for the most easterly corner hereof;

THENCE, S58°50'18"W, along the north line of said 14.956 acre tract, being the south line of said 77.20 acre tract, a distance of 1113.66 feet to a 1/2-inch iron rod with "Chaparral" cap found at the northwest corner of said 14.956 acre tract, being an angle point in the north line of that certain 349.65 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 635, Page 252, of said Official Public Records of Real Property, for an angle point;

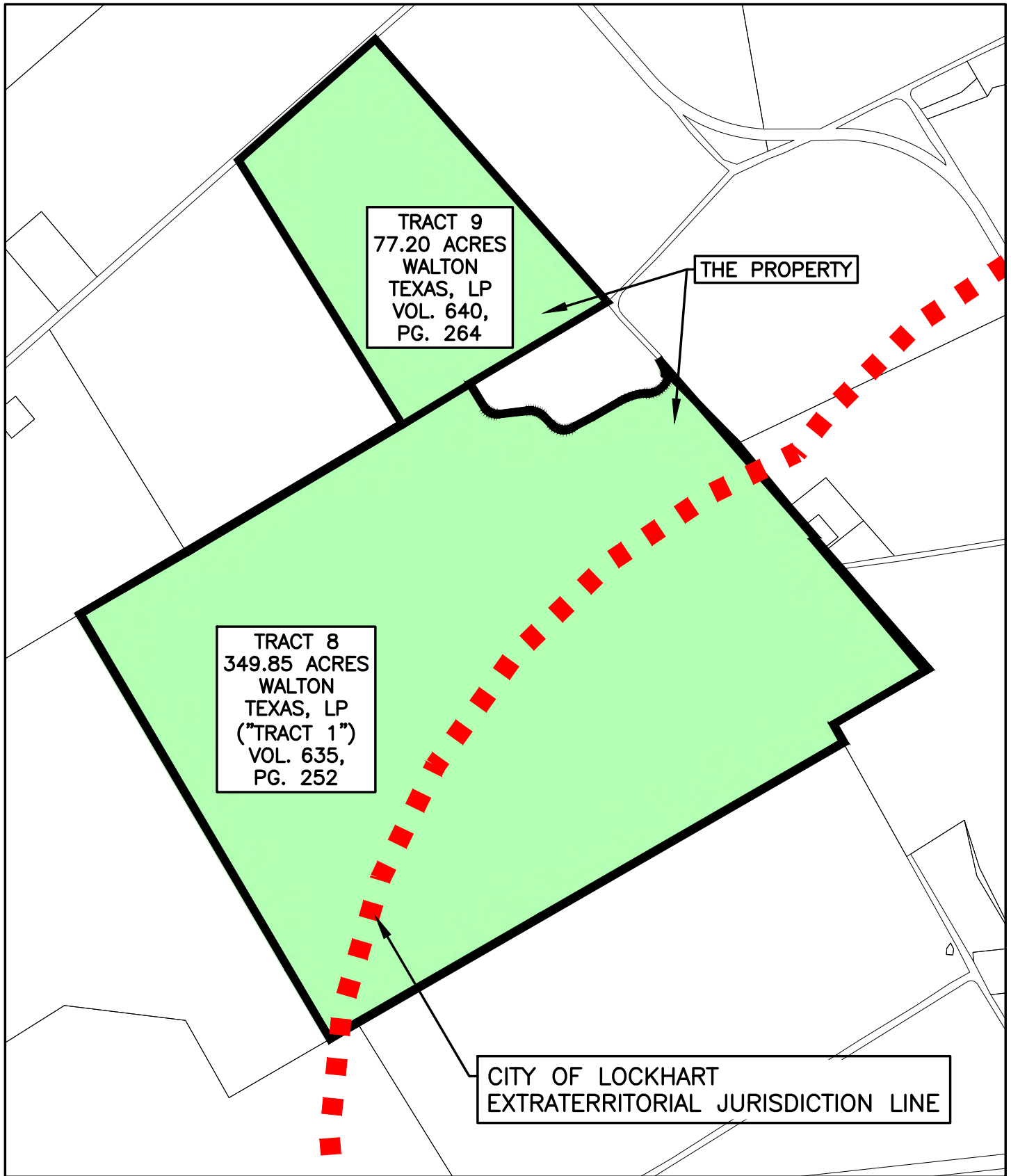
THENCE, S58°58'47"W, along the north line of said 349.65 acre tract, being the south line of said 77.20 acre tract, a distance of 555.16 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southwest corner of said 77.20 acre tract, being the southeast corner of said 80.00 acre tract, for the most southerly corner hereof;

THENCE, N32°18'45"W, along the east line of said 80.00 acre tract, being the west line of said 77.20 acre tract, a distance of 2163.27 feet to the **POINT OF BEGINNING**, and containing 77.217 acres (3,363,575 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

ABRAM C. DASHNER
TEXAS RPLS 5901
MANHARD CONSULTING
TBPLS FIRM NO. 10194754



DATE: 10/16/2024

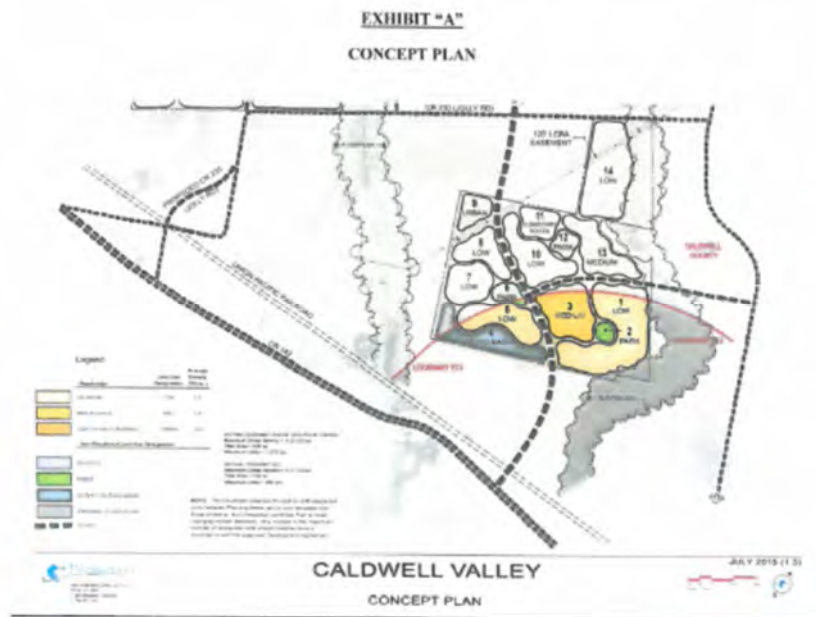


Caldwell Valley Technology Park – Termination Agreement Project Narrative

We look forward to working with the City of Lockhart and associated stakeholders on the Caldwell Valley project and specifically the proposed termination agreement described below.

1. Background/Approach

- a. Tract is currently under contract on property which is subject to the Caldwell Valley Development Agreement between Walton Texas, LP (“Walton”) and the City of Lockhart. This development agreement contemplated residential development within the City of Lockhart’s ETJ (map provided below). Tract is proposing to develop the site which is subject to the development agreement as a data center and industrial campus. This proposed use aligns with the Lockhart comprehensive plan for the area. As a first step in this process Tract is requesting that the existing development agreement be terminated. The termination of this agreement will allow Tract to move forward with the appropriate processes to develop the site and allow for the sale of the property from Walton to occur. This approach has been agreed to by the seller and the proposed agreement would not become effective until the property has been transferred. We have submitted the appropriate agreement and have responded to redlines from the City’s legal department. We look forward to continuing to work on this project and with the City of Lockhart.





Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY ☐ Consent ☒ Regular ☐ Statutory		Reviewed by Finance	☐ Yes	☐ Not Applicable
		Reviewed by Legal	☐ Yes	☐ Not Applicable
Council Meeting Date: February 7, 2017			☐ Yes	☐ Not Applicable
Department: Planning		Initials	Date	
Department Head: Dan Gibson		Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>		City Manager	<i>[Signature]</i>	<i>2.3.2017</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236				
ACTION REQUESTED: ☒ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER ☐ NONE				
CAPTION				
Discussion and/or action to approve Resolution 2017-04 requested by Walton, LP for consent to annex land within the Lockhart Extraterritorial Jurisdiction into one or more Municipal Utility Districts for the proposed Caldwell Valley development.				
FINANCIAL SUMMARY				
☒ N/A ☐ GRANT FUNDS ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP ☐ BUDGETED ☐ NON-BUDGETED				
SUMMARY OF ITEM				
Walton Texas, LP is proposing a very large development northwest of Lockhart, extending all the way to Uhland. Of the approximately 3,536 acres in the entire development, 150 acres are in the Lockhart Extraterritorial Jurisdiction (ETJ), west of FM 2720. In addition to obtaining approval of the development agreement in the previous agenda item, the developer is also required by law to obtain the City's consent for the small portion with our ETJ to be annexed in to one or more Municipal Utility Districts. The attached resolution includes Exhibit A, which is the Concept Plan for the "Lockhart Section" of the development. The developer's representative will be present to discuss both the development agreement and the resolution.				
STAFF RECOMMENDATION				
Staff recommends APPROVAL of Resolution 2017-04.				
List of Supporting Documents: Resolution 2017-04.		Other Board or Commission Recommendation: None required. <i>47</i>		

RESOLUTION NO. 2017-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, CONSENTING TO THE ANNEXATION OF LAND INTO AND THE DIVISION OF RANCH AT CLEAR FORK CREEK MUNICIPAL UTILITY DISTRICT NO. 1, RANCH AT CLEAR FORK CREEK MUNICIPAL UTILITY DISTRICT NO. 2, CALDWELL VALLEY MUNICIPAL UTILITY DISTRICT NO. 1, OR ANY OTHER MUNICIPAL UTILITY DISTRICT CREATED BY THE DIVISION OF SUCH MUNICIPAL UTILITY DISTRICTS

WHEREAS, Ranch at Clear Fork Creek Municipal Utility District No. 1 ("Ranch MUD 1") and Ranch at Clear Fork Creek Municipal Utility District No. 2 ("Ranch MUD 2") were created by the Texas Commission on Environmental Quality ("TCEQ") by Orders dated May 19, 2004;

WHEREAS, Caldwell Valley Municipal Utility District No. 1 ("CVMUD") was created by the division of Ranch MUD 1;

WHEREAS, other municipal utility districts may be created by the division of Ranch MUD 1 and Ranch MUD 2 (such districts, together with Ranch MUD 1, Ranch MUD 2, and CVMUD, shall be referred to herein as the "Districts");

WHEREAS, the land described in Exhibit "A" (the "Land") is or will be partially located within the extraterritorial jurisdiction of the City of Lockhart, Texas (the "City");

WHEREAS, the owners of the Land have requested that the City grant consent to the annexation of the Land into the Districts; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.0425 of the Texas Local Government Code provide that land located within a city's extraterritorial jurisdiction may not be annexed into a municipal utility district without such city's consent;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

SECTION 1: That the City Council of the City hereby grants its consent to the annexation of the Land into the Districts.

SECTION 2: That the City Council of the City hereby acknowledges and agrees that the Districts may divide into two or more districts from time to time. That the City Council of the City grants any and all necessary or convenient consent to such division, the creation of new Districts as a result of such division, and the inclusion of the Land in such Districts.

SECTION 3: That the City Council of the City officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code; and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council of the City further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED on the 7th day of February, 2017.

CITY OF LOCKHART

Lew White
Mayor

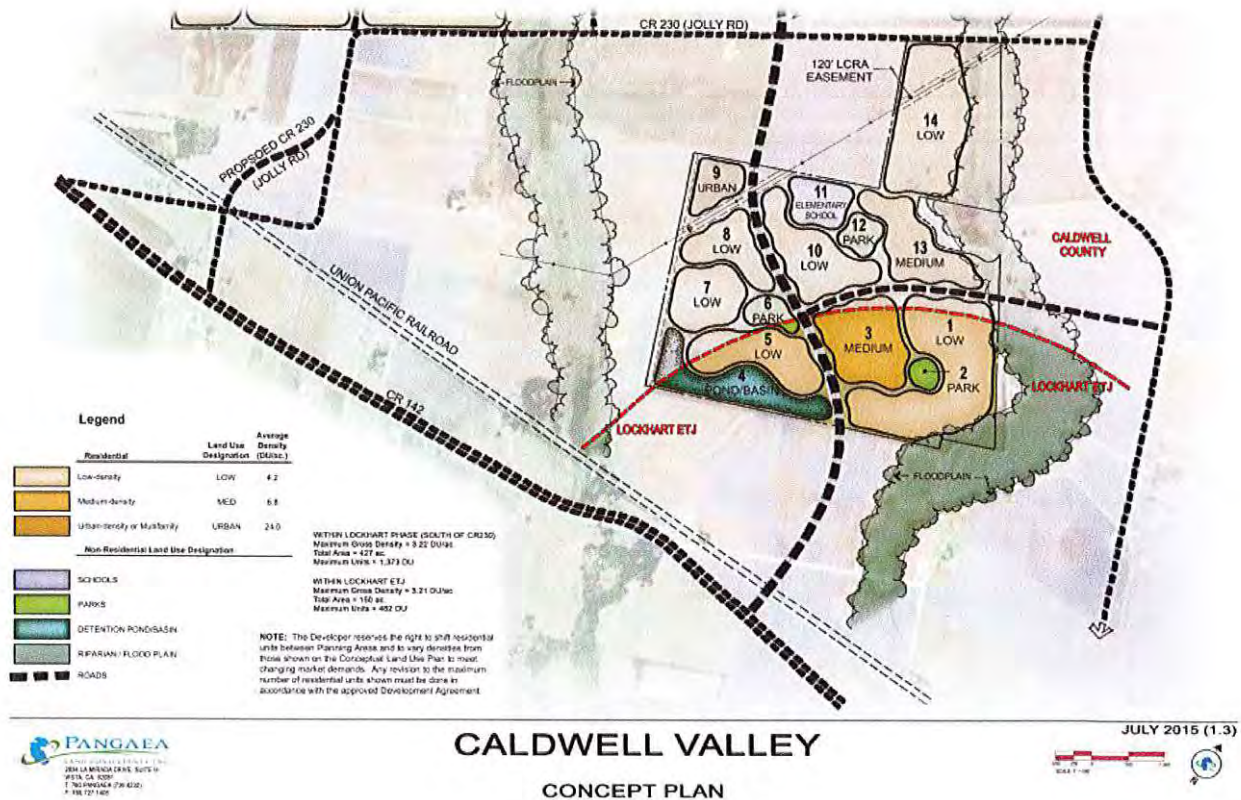
ATTEST:

APPROVED AS TO FORM:

Connie A. Constancio, TRMC
City Secretary

Peter Gruning
City Attorney

EXHIBIT "A" TO RESOLUTION GRANTING CONSENT TO MUD ANNEXATION



**DEVELOPMENT/SUBDIVISION AGREEMENT
PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL
FOR CALDWELL VALLEY LOCKHART PORTION**

THIS DEVELOPMENT/SUBDIVISION AGREEMENT PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL FOR CALDWELL VALLEY LOCKHART PORTION (the "Agreement") is made and entered into by and among 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 a property owner and in its capacity as an operator and manager authorized to sign this Agreement on behalf of the **Walton Individual Owners** (hereinafter defined, collectively "Owner"). The City and Owner are sometimes collectively herein referenced as the "Parties," and individually, as a "Party."

RECITALS

WHEREAS, Texas 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 Texas counties; and

WHEREAS, Texas counties and Texas 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 Texas counties use to ensure that infrastructure and development in an extraterritorial jurisdiction ("ETJ") and are planned and constructed in a responsible manner; and

WHEREAS, Owner collectively owns approximately 426.85 acres of real property, more or less, a portion of which is located or to be located in the ETJ of the City of Lockhart, Caldwell County, Texas, ("City"), as such real property is more particularly described in Exhibit "A" attached hereto ("Caldwell Valley Lockhart Portion" or the "Property"); and

WHEREAS, Owner plans to obtain all entitlements and other governmental approvals necessary to develop Caldwell Valley Lockhart Portion as a master-planned mixed use community such that one or more Owner and/or the successors-in-title to one or more Owner may develop Caldwell Valley Lockhart Portion in accordance with this Agreement and that certain Caldwell Valley Development Agreement dated effective February 7, 2017 by and between Owner and the City ("Development Agreement"); and

WHEREAS the Parties desire to set forth specific development regulations and an approval schedule which shall apply to the development of the Property to the extent allowed by law. Such development regulations shall be known as the "Caldwell Valley Lockhart Portion Development Standards", a copy of which is attached as Exhibit "B", which may be amended from time to time in accordance with the procedural requirements set forth herein.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions.

1. "Individual Owners" means, collectively, all persons, entities and trusts (other than Primary Owner, Walton Caldwell Ranch, WCR Development Sub, Walton Austin Land, Walton Silver Crossing and Walton Premium Land) that own an undivided, tenant-in-common interest in any portion of the Caldwell Valley Lockhart Portion.
2. "Owner" means, collectively, (i) Primary Owner, and (ii) any subsequent owner of real property comprising all or any portion of Caldwell Valley Lockhart Portion that is a successor or assignee of the rights and obligations of Owner in accordance with Article VI 9(a) of this Agreement.
3. "Primary Owner" shall mean initially, Walton Texas, LP, and any entity to which Walton Texas, LP, assigns its rights and obligations as Primary Owner in accordance with Article VI Section 9(b) of this Agreement.

II. Duties and Responsibilities.

1. For development within Caldwell Valley Lockhart Portion, County shall serve as the authority to fulfill the provisions of the Caldwell Valley Lockhart Portion Development Standards, including the authority to act as the coordinating entity for the review and approval process of development applications within Caldwell Valley Lockhart Portion.
2. County shall accept all fully completed applications for review in accordance with this Agreement and the Caldwell Valley Lockhart Portion Development Standards, including but not limited to, preliminary plats, subdivision plats, and subdivision construction plans (the "Applications").
3. Owner shall confer with the Caldwell County 911 Addressing Division or the County's designated representatives concerning street names prior to final plat approval. Streets shall be dedicated to the County at the appropriate time.
4. County shall approve any Application that complies with this Agreement and the Caldwell Valley Lockhart Portion Development Standards as they may be amended from time to time.
5. County shall have exclusive jurisdiction over approval, permitting, regulation and inspection of individual on-site sewage facilities. 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.
6. Fire and emergency services shall be provided by the County or Emergency Services District No. 2.

III. Inspection and Approval of Subdivision Infrastructure.

1. Inspection and approval authority over road construction, stormwater drainage, water and wastewater facilities, and all other infrastructure within Caldwell Valley Lockhart Portion shall be the responsibility of County and/or the applicable utility provider, as described by the Caldwell Valley Lockhart Portion Development Standards.
2. 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, all publicly dedicated and accepted stormwater drainage facilities, and any other publicly dedicated and accepted infrastructure.
3. County approval and acceptance of subdivision infrastructure in Caldwell Valley Lockhart Portion shall be granted if it complies with this Agreement and the Caldwell Valley Lockhart Portion Development Standards.

IV. Maintenance of the Subdivision Infrastructure.

1. County shall be responsible for maintenance of the roads, bridges and their related appurtenances that have been dedicated to the public and accepted by the County for maintenance. County shall not be responsible for the maintenance of stormwater drainage facilities or water and wastewater facilities located in the City's ETJ. The maintenance of all stormwater drainage facilities located in the City's ETJ shall be the responsibility of a municipal utility district ("MUD") or homeowners association ("HOA"), as applicable. The applicable utility provider shall be responsible for maintenance of water facilities and wastewater facilities and all other utility service facilities situated within Caldwell Valley Lockhart Portion.
2. County shall grant one or more easements or license agreements to a MUD or HOA, as may be reasonably necessary, for purposes of maintaining, replacing or relocating drainage facilities and/or sanitary sewer lines located under public rights of way.

V. Development

1. Vesting. Development of Caldwell Valley Lockhart Portion shall be exclusively governed by, and Owner has vested authority to develop the Property in accordance with this Agreement and the Caldwell Valley Lockhart Portion Development Standards. Owner shall be deemed fully vested with all such rights beginning on the Effective Date of this Agreement. To the extent that any current or future County development regulations conflict with this Agreement or the Caldwell Valley Lockhart Portion Development Standards, this Agreement and the Caldwell Valley Lockhart Portion Development Standards 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 to the extent such regulations and/or regulatory actions are intended to prevent imminent, foreseeable harm to human safety or property.

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 Caldwell Valley Lockhart Portion 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 Caldwell Valley Lockhart Portion. 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 Caldwell Valley Lockhart Portion, including but not limited to all land development regulations, are hereby replaced in their entirety with this Agreement, the Caldwell Valley Lockhart Portion Development Standards, Approval Schedule and applicable City requirements.
4. Parkland. County hereby acknowledges and agrees that Owner shall not be required to pay any parkland dedication fees to County.

VI. **Miscellaneous.**

1. General Administration. The Caldwell County Engineer 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. Prior to or simultaneously with the installation of the drainage facilities, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, 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 (the Effective Date) until the earlier of (i) the date which is forty-five (45) years from the Effective Date, or (ii) the date of a written termination of the Agreement signed by all of the Parties (the "Term").
5. Preservation of Powers. Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable as such enforcement or agreements affect land or areas 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 each of the following:

(a) *If to County:*

County Judge
Caldwell County
110 S. Main St.
Lockhart, Texas 78644
512-398-1809

With a copy to:

District Attorney
Caldwell County
1703 S. Colorado Street, Box 5
Lockhart, TX 78644
512-398-1811

and an additional copy to:

Kasi Miles
Director of Sanitation
1700 FM 2720
Lockhart, Texas 78644
512-398-1803

(b) *If to Owner:*

Walton Texas, LP
5420 LBJ Freeway, Suite 790
Dallas, TX 75240
Attn: John Vick
972-713-0000

With a copy to:

Walton International Group
14614 N. Kierland Blvd. Suite 120
Scottsdale, AZ 85254
Attn: Legal Counsel
T: 480-586-9288

and an additional copy to:

Steven C. Metcalfe
Metcalf Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
T: 512-404-2209

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 delivering at least five (5) days written notice to the other Party in accordance with the requirements of this Section 6.

7. Entire Agreement. This Agreement constitutes the entire agreement between County and Owner as it relates to the review and approval of subdivisions of any real property comprising all or any portion of Caldwell Valley Lockhart Portion. The Parties recognize the Development Agreement, which was authorized pursuant to Chapter 212.172 of the Texas Local Government Code and executed by the City and Owner, governs the relationship between the Owner and City and may be modified from time to time. 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 process of subdivision applications in Caldwell Valley, this Agreement (as may be amended from time to time) shall prevail. The terms of the Development Agreement shall control with respect to any conflict involving other subject matter.
8. Amendment. This Agreement may be amended only by a written agreement signed and executed by an authorized representative of County and Owner, or all the then current Owners of all portions of Caldwell Valley Lockhart Portion (other than the individual owners of developed lots); provided, however, an Owner of a portion of Caldwell Valley Lockhart Portion (other than an end-buyer of a fully developed and improved lot) and the County may amend this Agreement as it relates solely to such Owner's real property without the joinder of any other Owner provided that the Primary Owner must be party to such amendment if the Primary Owner then owns any portion of Caldwell Valley Lockhart Portion. In addition, as long as the Primary Owner owns any land within Caldwell Valley Lockhart Portion, the Primary Owner and County may amend this Agreement without the joinder of any other landowner.
9. Assignment; Transferability.
 - (a) Any Owner may assign its rights and obligations in and to this Agreement from time to time with respect to all or any portion of Caldwell Valley Lockhart Portion such Owner owns as of the date of the assignment to a purchaser of all or the respective portion of Caldwell Valley Lockhart Portion. Any such assignment must be in writing, must set forth the assigned rights and obligations of the assignor and assignee without purporting to modify or amend this Agreement (and any purported modification or amendment of this Agreement in such an assignment shall

ineffective unless it has been signed and executed by all necessary Parties in accordance with Article 6, Section 8) and must be executed by both the applicable Owner, as assignor, and the assignee. Owner shall provide County and Primary Owner notice of any and all such assignments, including a fully executed copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability, with respect to the part of Caldwell Valley Lockhart Portion so assigned, except as to any default that occurred prior to the effective date of the assignment. In the case of nonperformance by one Owner (in such capacity, a "Nonperforming Owner"), County may pursue all remedies against the Nonperforming Owner but will not impede development activities of any other Owner as a result of the Nonperforming Owner's nonperformance.

- (b) 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. 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, does not own any portion of the Property, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.
- (c) County shall not assign this Agreement, in whole or in part.
- (d) Owner and Owner's assignees shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of County. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided County has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Owner by this Agreement; and County agrees to accept a cure offered by the lender as if offered by the defaulting Owner. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

- (e) County shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.
- 10. Agreement Binds Succession and Runs with the Property. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising Caldwell Valley Lockhart Portion and shall be binding on all future Owners of the real property comprising Caldwell Valley Lockhart Portion.
- 11. Interlocal Agreement. To the extent there is an Interlocal Agreement between the County and City, this Agreement shall be deemed a "subdivision agreement" thereunder.
- 12. Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in the County. Venue for any action to enforce or construe this Agreement shall be the County
- 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 14. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Exhibits

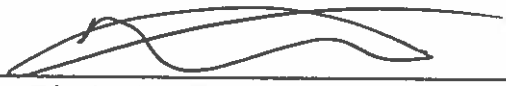
Exhibit "A"	Legal Description
Exhibit "B"	Caldwell Valley Lockhart Portion Development Standards
Exhibit "C"	Caldwell Valley Lockhart Portion Land Use Plan
Exhibit "D"	Caldwell Valley Development Agreement (City of Lockhart)
Exhibit "E"	Caldwell Valley Overall Conceptual Land Use Plan

[Signature Pages Follow]

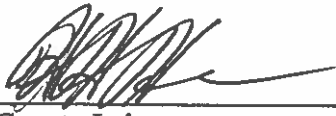
[COUNTY SIGNATURE PAGE]

"COUNTY":

CALDWELL COUNTY, TEXAS

By: 
District Attorney

Date: 4-30-19

By: 
County Judge

Date: 4-30-19

OWNER SIGNATURE PAGES]

WALTON TEXAS, LP,
a Texas limited partnership,
in its capacity as an Owner of the Property
and in its capacity as operator and manager
on behalf of the Walton Individual 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: John Vick
Its: Vice President

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

FIELD NOTE 1052
UDG PROJECT NO. 10-601

77.20 ACRES
CALDWELL COUNTY, TEXAS

DESCRIPTION

DESCRIBING 77.20 ACRES OF LAND BEING A PORTION OF THE WILLIAM BARBER SURVEY A-47, CALDWELL COUNTY, TEXAS, BEING THE SAME 77.195 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO ANN KATHERINE SMITH AND GREGORY BLAKE SMITH EXECUTED ON APRIL 30, 2010 AND RECORDED IN VOLUME 610 PAGE 121 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS AND BEING RE-RECORDED IN A CORRECTION SPECIAL WARRANTY DEED RECORDED ON JANUARY 18, 2011 IN VOLUME 639 PAGE 801 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 77.20 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found at the east corner of said 77.195 acre tract and the north corner of a 14.956 acre tract as described in a deed to Guadalupe Gutierrez as recorded in Volume 436 Page 590, same being on the southwest line of a 151 1/4 acre tract as described in a deed to W.H.Schroeder as recorded in Volume 238 Page 442 of the Official Public Records of said County;

THENCE, with the common line of said 77.195 acre tract and said 14.956 acre tract S58°08'49"W a distance of 1113.41 feet to an iron rod found at the northwest corner of said 14.956 acre tract and same being the northeast corner of a 349.65 acre tract as described in a deed to Walton Texas, LP as recorded in Volume 635 Page 352 and re-recorded in Volume 636 Page 434 of the Official Public Records of said County;

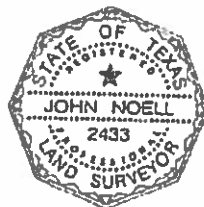
THENCE, with the northwest line of said 349.65 acre tract, same being with the southeast line of said 77.195 acre tract, S58°07'33"W, 554.96 feet to an iron rod found at the base of a 10" post at the east corner, same being at the east corner of that certain 80 acre tract described in a deed to Bryant L. Hohertz and wife Veleria G. Hohertz as recorded in Volume 565 Page 15 of the Official Public Records of said County;

THENCE, with the common line of said 80 acre tract and 77.195 acre tract N33°02'06"W a distance of 2163.67 feet to an iron rod found for the west corner of said 77.195 acre tract, same being the north corner of said 80 acre tract, said corner being S47°14'01"W a distance of 1771.98 feet from an iron rod found at the west corner of said 80 acre tract;

THENCE, along the common line of said 77.195 acre tract and County Road 230 (Jolly Road) N47°13'41"E, a distance of 1273.09 feet to an iron rod with cap (Hinkle) found;

THENCE, with the southwest line of said 151 1/4 acre tract, same being the northeast line of said 77.195 acre tract, S42°45'10"E, 2448.32 feet to the POINT OF BEGINNING and containing 77.20 acres of land.

Surveyed by:
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040



John Noell
John Noell, R.P.L.S. #2433

11-10-2010

Date:

Revised: 01-24-2011

Map attached.

Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone

Exhibit "A"

Tract 1:

DESCRIBING 349.65 ACRES OF LAND BEING A PORTION OF THE WILLIAM BARBER SURVEY A-47, THE MARTIN McFERRIN SURVEY A-204, THE JOHN B. GRAY SURVEY A-116 AND THE JAMES GEORGE SURVEY A-118, CALDWELL COUNTY, TEXAS, SAME BEING ALL OF THOSE TWO (2) TRACTS OF LAND DESCRIBED AS FIRST TRACT: 61 1/4 ACRES AND SECOND TRACT: 300 1/4 ACRES IN A DEED TO BRUCE BOWERS EXECUTED ON OCTOBER 25, 1960 AND RECORDED IN VOLUME 285 PAGE 113 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 14.956 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO GUADALUPE GUTIERREZ EXECUTED ON OCTOBER 27, 2005 AND RECORDED IN VOLUME 436 PAGE 590 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 349.65 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found at the west corner of said 300 1/4 acre tract, same being in the southeast line of that certain 89.23 acre tract described in a deed to Daniel E. Abernathy as recorded in Volume 180 Page 689 of the Official Public Records of said County, same also being at the east corner of that certain 130 acre tract described in a deed to Robert Bartling as recorded in Volume 95 Page 394 of the Deed Records of said County;

THENCE, with the northwest line of said 300 1/4 acre tract, same being with the southeast line of said 89.23 acre tract, N58°06'34"E, 865.36 feet to an iron rod with cap found at the east corner of said 89.23 acre tract, same being at the west corner of that certain 80.00 acre tract described in a deed to Bryant L. Hohertz and wife, Veleria G. Hohertz as recorded in Volume 565 Page 15 of the Official Public Records of said County from which an iron rod found bears N31°48'57"W, 2.76 feet;

THENCE, with the northwest line of said 300 1/4 acre tract, same being with the southeast line of said 80.00 acre tract, N58°04'11"E, 1746.93 feet to an iron rod found at the base of a 10" post at the east corner of said 80.00 acre tract, same being at the west corner of that certain 77.195 acre tract described in a deed to Ann Katherine Smith and Gregory Blake Smith as recorded in Volume 610 Page 121 of the Official Public Records of said County;

THENCE, with the northwest line of said 300 1/4 acre tract, same being with the southeast line of said 77.195 acre tract, N58°07'33"E, 554.96 feet to an iron rod with cap (Hinkle) found at the west corner of said 14.956 acre tract;

THENCE, through the interior of said 300 1/4 acre tract, same being with the west, south and east lines of said 14.956 acre tract, the following thirteen courses:

- 1) S32°56'51"E, 196.78 feet to an iron rod with cap (Hinkle) found;
- 2) Along a curve to the left having a radius of 112.44 feet, an arc length of 115.46 feet, a central angle of 58°50'09" and a chord which bears S68°14'04"E, 110.46 feet to an iron rod with cap (Hinkle) found;
- 3) N82°14'38"E, 195.59 feet to an iron rod with cap (Hinkle) found;

Bowers -- Special Warranty Deedv4.doc

- 4) Along a curve to the right having a radius of 137.56 feet, an arc length of 134.23 feet, a central angle of 55°54'31" and a chord which bears S72°24'30"E, 128.97 feet to an iron rod with cap (Hinkle) found;
- 5) S45°08'24"E, 67.42 feet to an iron rod with cap (Hinkle) found;
- 6) Along a curve to the left having a radius of 115.23 feet, an arc length of 187.66 feet, a central angle of 93°18'39" and a chord which bears S85°48'44"E, 167.60 feet to an iron rod with cap (Hinkle) found;
- 7) N61°09'00"E, 143.05 feet to an iron rod with cap (Hinkle) found;
- 8) N58°59'25"E, 216.88 feet to an iron rod with cap (Hinkle) found;
- 9) Along a curve to the right having a radius of 432.52 feet, an arc length of 176.85 feet, a central angle of 23°25'39" and a chord which bears N70°19'50"E, 175.62 feet to an iron rod with cap (Hinkle) found;
- 10) Along a curve to the left having a radius of 155.99 feet, an arc length of 199.52 feet, a central angle of 73°16'58" and a chord which bears N59°29'19"E, 186.19 feet to an iron rod with cap (Hinkle) found;
- 11) N32°46'49"W, 41.75 feet to a nail found in fence post;
- 12) N04°19'44"W, 36.04 feet to a 4" treated post found;
- 13) N28°20'33"W, 86.64 feet to a 4" treated post found in the northeast line of said 300 ½ acre tract, same being at the northern most southeast corner of said 14.956 acre tract and in the southwest line of that certain 151 ½ acre tract of land described in a deed to W. H. Schroeder as recorded in Volume 238 Page 442 of the Deed Records of said County;

THENCE, with the northeast line of said 300 ½ acre tract, same being the southwest line of said 151 ½ acre tract and the southwest line of that certain 63 acre tract of land described in a deed to Edward Benjamin Merka and wife, Clara Agnes Merka as recorded in Volume 357 Page 328 of the Deed Records of said County, S42°08'55"E, 1375.16 feet to an iron rod with cap (UDG #2433) set from which an iron rod with cap (RPLS 1753) found at the northern most west corner of that certain 3 acre tract of land described in a deed to Eddie J. Payne as recorded in Volume 395 Page 257 of the Deed Records of said County bears N47°30'40"E, 30.00 feet;

THENCE, with the northeast line of said 300 ½ acre and said 61 ½ acre tracts, same being with the southwest line of said 63 acre tract and the southwest line of that certain 194.7 acre tract described in a deed to Lisa Kay Jolley King as recorded in Volume 130 Page 865 of the Official Public Records of said County, S42°29'22"E, 1499.83 feet to an iron rod found at the northern most east corner of said 61 ½ acre tract, same being at an interior corner of said 194.7 acre tract;

THENCE, with a southeast line of said 61 ½ acre tract, same being a northwest line of said 194.7 acre tract, S58°43'47"W, 766.78 feet to an iron rod with cap (UDG #2433) set at an interior corner of said 61 ½ acre tract, same being at a west corner of said 194.7 acre tract;

THENCE, with a northeast line of said 61 ½ acre tract, same being a southwest line of said 194.7 acre tract, S31°16'13"E, 150.00 feet to a 6" steel post found at the north corner of that certain 100 acre tract of land described in a deed Terrell E. Clark as recorded in Volume 437 Page 562 of the Deed Records of said County;

THENCE, with a southeast line of said 61 ½ acre tract, same being a northwest line of said 100 acre tract, same being a northwest line of that certain 60 acre tract described in a deed to Terrell E. Clark as recorded in Volume 281 Page 583 of the Deed Records of said County, same being a northwest line of that certain 42 acre tract of land described in a deed to Diana Menn Atchison as recorded in Volume 407 Page 269 of the Official Public Records of said County, S58°43'47"W, 4142.26 feet to a 1" iron pipe found at the south corner of said 61 ½ acre tract, same being at the east corner of said 130 acre tract;

THENCE, with the southwest line of said 61 1/4 acre tract, same being northeast line of said 130 acre tract, N31°51'51"W, 580.55 feet to an iron rod with cap (Chaparral) found at the west corner of said 61 1/4 acre tract, same being at the south corner of said 300 1/4 acre tract;

THENCE, with the southwest line of said 300 1/4 acre tract, same being the northeast line of said 130 acre tract, N31°52'17"W, 2863.15 feet to the POINT OF BEGINNING and containing 349.65 acres of land.

Tract 2:

The non-exclusive thirty foot (30') access easement ("Access Easement") reserved by Grantor in that certain Warranty Deed dated October 27, 2005 recorded in Volume 436, Page 590 of the Official Records of Caldwell County, Texas, as being more particularly described by metes and bounds attached hereto as Exhibit "A-1".

Exhibit "A-1"
ACCESS EASEMENT

Vol. 430 Page 584



BEING a 30' wide access easement situated in Caldwell County, Texas and being a part of the Wilcox Barker Survey A-47 and being a part of a tract of land designated as Second Tract, called 300 1/2 acres and conveyed to Bruce Bowers by deed recorded in Volume 285 Page 113 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

THENCE 15° $11'31.14''$ of a capped 15" iron pin set in the SW corner of the West member of County Road 2235 & (7 A.M. County View Road) and in the center of the above mentioned 300 1/2 acre tract for the most easterly corner this tract.

THENCE 15° $11'31.14''$ of a capped 15" iron pin set in the SW corner of the West member of County Road 2235 & (7 A.M. County View Road) and in the center of the above mentioned 300 1/2 acre tract for the most easterly corner this tract.

THENCE with a curve bearing to the left having a radius of 421.33 feet and an arc length of 176.04 feet and a central angle of 23 degrees 25 minutes 51 seconds and the chord of which bears S 75 degrees 18 minutes 32 seconds W 175.23 feet to a capped 15" iron pin set for the PT of the said curve.

THENCE S 62 degrees 32 minutes 28 seconds W 316.88 feet to a capped 15" iron pin set for an angle point.

THENCE W 63 degrees 00 minutes 45 seconds W 141.90 feet to a capped 15" iron pin set to the PC of a curve.

THENCE with a curve bearing to the right having a radius of 133.33 feet and an arc length of 187.33 feet and a central angle of 31 degrees 08 minutes 00 seconds and the chord of which bears S 83 degrees 54 minutes 44 seconds W 167.33 feet to a capped 15" iron pin set for the PT of the said curve.

THENCE N 61 degrees 23 minutes 36 seconds W 67.33 feet to a capped 15" iron pin set in the PC of a curve.

THENCE with a curve bearing to the left having a radius of 137.56 feet and an arc length of 134.33 feet and a central angle of 30 degrees 55 minutes 00 seconds and the chord of which bears N 70 degrees 39 minutes 27 seconds W 129.06 feet to a capped 15" iron pin set for the PT of the said curve.

THENCE S 04 degrees 07 minutes 34 seconds W 155.58 feet to a capped 15" iron pin set in the PC of a curve.

THENCE with a curve bearing to the right having a radius of 101.77 feet and an arc length of 119.63 feet and a central angle of 63 degrees 34 minutes 48 seconds and the chord of which bears N 66 degrees 24 minutes 06 seconds W 110.33 feet to a capped 15" iron pin set for the PT of the said curve.

THENCE N 31 degrees 05 minutes 48 seconds W 198.00 feet to a capped 15" iron pin set in the NW 1/4 of the said 300 1/2 acre tract and in the SE 1/4 of a tract of land called 134.43 acres and conveyed to Harold H. Jolley by deed recorded in Volume 230 Page 683 of the said Deed Records for the West corner this easement.

THENCE N 80 degrees 00 minutes 00 seconds E with the NW 1/4 of the said 300 1/2 acre tract and the apparent SE 1/4 of the above mentioned 156.43 acre tract 36.01 feet to a point for the most westerly corner this tract.

Claude Hinkle Surveyors, LLC
P.O. Box 1827 - Lockhart, Texas 78644 - Phone (512) 398-7808 - Fax (512) 398-7683

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Claude Hinkle Surveyors

THENCE S 31 degrees 05 minutes 48 seconds E, returning the said 389 16 acre tract 195.88 feet to a point in the PC of a curve.

THENCE with a curve bearing to the left having an arc length of 82.44 feet and a radius of 71.77 feet, and the chord of which bears S 68 degrees 57 minutes 32 seconds E 77.98 feet to a point for the PT of the said curve.

THENCE N 14 degrees 07 minutes 57 seconds E 185.85 feet to a point in the PC of a curve.

THENCE with a curve bearing to the right having an arc length of 182.87 feet and a radius of 167.55 feet, and the chord of which bears S 70 degrees 23 minutes 21 seconds E 156.36 feet to a point for the PT of the said curve.

THENCE S 43 degrees 23 minutes 15 seconds E 68.31 feet to a point in the PC of a curve.

THENCE with a curve bearing to the left having an arc length of 143.38 feet and a radius of 85.33 feet, and the chord of which bears S 81 degrees 31 minutes 38 seconds E 125.89 feet to a point for the PT of the said curve.

THENCE N 49 degrees 00 minutes 48 seconds E 148.24 feet to a point for an angle point.

THENCE N 60 degrees 31 minutes 29 seconds E 216.21 feet to a point in the PC of a curve.

THENCE with a curve bearing to the right having an arc length of 182.89 feet and a radius of 482.92 feet, and the chord of which bears N 74 degrees 28 minutes 29 seconds E 130.86 feet to a point in the PC of a curve.

THENCE with a curve bearing to the left having an arc length of 134.48 feet and a radius of 123.89 feet, and the chord bearing of N 67 degrees 05 minutes 03 seconds E 170.00 feet to a point in the West Thence of County Road #2258 for the west Easement North corner Old monument.

THENCE S 30 degrees 40 minutes 03 seconds E with the West boundary of County Road #2258 38.83 feet to a closed 16" iron pit set in the PC of a new tangent curve.

I do hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground under my direct supervision and completed on August 24, 2003 and revised on September 19, 2003. This survey is for use with this one transaction only. Only those prints containing the signed Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Claude Hinkle Surveyors, LLC
P.O. Box 18271 - Lockhart, Texas 78644 - Phone (512) 399-2000 - Fax (512) 399-7683

EXHIBIT "B"

Caldwell Valley Lockhart Portion Development Standards

[See attached]

**CALDWELL VALLEY LOCKHART PORTION
DEVELOPMENT STANDARDS**

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ARTICLE I

REGULATIONS AND GUIDELINES

A. AUTHORITY

These Caldwell Valley Lockhart Portion Development Standards are adopted by the order of the Caldwell County Commissioners Court acting in its capacity as the governing body of the County of Caldwell, Texas, pursuant to appropriate statutes and regulations as provided by the Texas Local Government Code.

B. PURPOSE AND PRIORITIES

The purpose of these Development Standards is to set out new standards and procedures for the Subdivision of land located within Caldwell Valley Lockhart Portion. Furthermore, these Development Standards amend current development regulations and will regulate the filing for record of Subdivision plats and establish construction standards and other requirements pertinent thereto for Subdivisions within the boundaries of Caldwell Valley Lockhart Portion, for the promotion of health, safety and general welfare of the community.

1. In the event of invalidation of any of the provisions of these Development Standards by a court of competent jurisdiction, all other provisions of these Development Standards shall remain in full force and effect.
2. During the Term of this Agreement, unless mandated by state, County or federal regulations, City and County shall not impose any other requirements or standards on the Project which are not applicable in City's extra-territorial jurisdiction ("ETJ") as of the date of this Agreement, unless indicated in these Development Standards.

ARTICLE II

DEFINITIONS

Any office referred to in these Development Standards by title means the person employed or appointed the County in that position, or their duly authorized representative. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in planning and engineering practices. For the purpose of these Development Standards, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section.

“Acceptance Letter” shall mean written approval by the applicable Entity.

“Applicant” shall mean any owner, developer, person or entity engaging in Subdivision of property or applying for any permit, approval, variance or waiver under these Development Standards.

“County” shall mean Caldwell County, Texas a political subdivision of the State of Texas.

“County Administrator” shall mean the County Judge or his/her designee for enforcement of this Agreement.

“Engineer” shall mean a person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering.

“Entity” shall mean the applicable governmental entity responsible for final inspections.

“Floodplain” shall mean the area subject to inundation by water from the designated storm frequency which is designated by FEMA as “floodplain”. A Floodplain is established on a defined drainage way once the drainage basin includes more than 200 acres of land.

“Lot or Tract” shall mean an undivided tract or parcel of land having frontage or access by easement to a public or private street and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract and/or which is identified by a tract or lot number or symbol on a duly approved subdivision plat which has been properly recorded.

“May” shall mean permissive.

“On-Site Sewage Facility (OSSF) Permit” shall mean a permit issued by County for the purpose of providing wastewater treatment services through an authorized septic system.

“Shall” shall mean mandatory.

“Should” shall mean a recommendation and is not mandatory.

“Subdivision” shall mean the division of any lot, tract, or parcel of land, within Caldwell Valley Lockhart Portion, into two or more lots or sites for the purpose of sale, financing or building construction, including re-subdivision of land for which a plat has been recorded.

“Surveyor” shall mean a Licensed State Land Surveyor or a Registered Public Land Surveyor, as authorized by the State statutes to practice the profession of surveying.

“Temporary Housing” shall mean an independent, individual building that has been produced in a factory and designed and constructed for transportation to a site located in Caldwell Valley for installation which shall only be used for the municipal utility district creation and confirmation process and as necessary during the course of development.

“Will” shall mean mandatory.

ARTICLE III

GENERAL SUBDIVISION STANDARDS

A. GENERAL REQUIREMENTS

Any Applicant who subdivides a tract of land shall:

1. comply in all respects with these Development Standards;
2. prepare and submit to County a Subdivision application for approval of the proposed Subdivision in accordance with the terms and procedures set forth in these Development Standards;
3. not occupy a Dwelling Unit until all roads, water, sewer and drainage facilities are constructed in accordance with these Development Standards. Notwithstanding the foregoing, a site used for the purposes of Temporary Housing shall be allowed to occupy such site without compliance with this Section; and
4. comply with the "Parks, Trails and Open Space Plan" Caldwell Valley Lockhart Portion.

B. SUBDIVISION APPROVAL PROCESS

No Subdivision of property shall be allowed until the Applicant has satisfied each of the following steps in the order indicated:

1. approval of a Preliminary Plat by the County Commissioners Court, unless otherwise allowed by Article VI Section A, Subsection 2; and
2. approval of a Final Plat by the County Commissioners Court, unless otherwise allowed by Article IV.

C. WASTEWATER PERMITS

Except for Temporary Housing, no OSSF Permits shall be issued for any parcel of land unless that property is in compliance with the requirements of these Development Standards.

D. SUBDIVISION THAT FRONTS ON ANY STATE HIGHWAY OR COUNTY ROAD

Owner must provide County a letter from TxDOT evidencing approval of the Preliminary Plat and Final Plat when the Subdivision is adjacent to any State road.

ARTICLE IV

EXEMPTIONS

A. EXEMPTIONS FOR THE PLATTING REQUIREMENTS

1. The subdivision of a tract of land shall be exempt from the platting requirements of these Development Standards if an Owner of a parcel divides the parcel into two or more parts and all of the resulting parcels: (i) are more than ten (10) acres, (ii) have adequate and approved access to a public street and (iii) no public improvements are being dedicated.
2. An Applicant that claims an exemption under Section A.1. of this Article IV shall demonstrate to County that a parcel is excepted under this Section from the requirement to plat. Flag lots shall provide sufficient width to meet driveway spacing standards along the public street frontage or shall utilize joint use access easements and shared driveway facilities to access multiple lots. An Applicant shall provide County with the current deed to the property, an adequate legal description, and proof of ownership.
3. Any division of land, not less than one acre in size, to create lots for initial directors necessary for the creation of the District.
4. If County exempts a parcel from the requirements to plat, County shall verify the parcel's exemption in writing.

B. TEMPORARY EXEMPTION FROM PLATTING REQUIREMENTS

1. County shall temporarily exempt a parcel of land from the requirement to plat if County determines that the sole use of the parcel is for Temporary Housing.
2. Upon Applicant's evidencing to County Administrator its intent to install Temporary Housing, County Administrator shall issue a letter recognizing the exemption to plat such Temporary Housing.

ARTICLE V

VARIANCES

A. CONSIDERATION BY COUNTY

1. Any owner of property affected by these rules may make written application for a variance from compliance with any specific rule or requirement. Any such application for a variance shall be submitted independently or processed with an application for Subdivision.
2. County Administrator may authorize a variance from these regulations when, upon a finding, the variance will result in an equal or better situation than the original requirement or is a reasonable standard of practice.
3. The person requesting the variance shall provide information as reasonably required for the County Administrator to consider the effects of granting the variance.

B. CRITERIA FOR GRANTING A VARIANCE

No variance may be granted unless the Commissioners Court or County Engineer, as applicable, finds that:

1. there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of these Development Standards would deprive the Applicant of the reasonable use of their property; or
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant; or
3. the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of these Development Standards.

C. APPLICATION PROCEDURE

1. All requests for a variance shall be made when the Applicant identifies the need for a variance and shall include a statement identifying how the variance request meets the criteria for granting a variance.
2. If a variance is requested subsequent to the submission of a Subdivision application, including Preliminary Plat application, then County may add fifteen (15) days for review of the variance to the normal schedule of Subdivision review.
3. The request for a variance made to County Engineer shall be submitted to County Administrator. County Administrator shall promptly deliver such request for variances to County Engineer within five (5) working days of receiving such request.
4. If the variance request complies with the requirements of Section B of this Article V, County Engineer shall approve such variance request within 15 business days after submittal of the variance request.

5. A request for variance to the County Commissioners Court shall be submitted to County Administrator with copy to the County Engineer, no later than thirty (30) business days prior to the County Commissioners Court meeting at which approval is being sought.
6. Such findings of the County Commissioners Court, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such variance is acted upon.
7. Denial of a variance by the County Engineer may be appealed to the County Commissioners Court for consideration. The County Commissioners Court shall act on the variance request within 30 business days after submittal of the appeal.

D. FEES

The fee for each request for variances shall be in accordance with County fees in effect at the time of the request.

ARTICLE VI

REQUIREMENTS FOR PRELIMINARY PLATS

A. PRELIMINARY PLAT REQUIREMENT

1. A Preliminary Plat must be approved before a Final Plat may be approved, except as provided in Subsection (2).
2. A Final Plat may be approved without a Preliminary Plat if each Lot abuts an existing dedicated public street and County Engineer determines that:
 - i. a new street or an extension of a street is not necessary to provide adequate traffic circulation;
 - ii. rights of way necessary to provide adequate access to each Lot exists; and
 - iii. public drainage facilities are not necessary to prevent flooding, or if necessary, the Applicant shall submit construction plans for such drainage facilities.
3. One or more Preliminary Plats for Caldwell Valley Lockhart Portion shall be permitted.
4. An approved Preliminary Plat will remain in effect for the Term of this Agreement, regardless of whether all or any portion of Caldwell Valley Lockhart Portion is annexed and zoned.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide two (2) 24"x 36" copies of the Preliminary Plat, ten (10) copies of a maximum size of 11" x 17" of the Preliminary Plat and one (1) electronic copy of the Preliminary Plat, or in such other quantity as specified by the County Administrator.
2. All submissions to County pursuant to these Development Standards, including amendments or supplemental materials, shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to these Development Standards.

3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

The Preliminary Plat shall include the following general information:

1. name of the proposed Subdivision, which shall not be the same or deceptively similar to any other subdivision within County unless the Subdivision is an extension of a pre-existing contiguous subdivision;
2. boundary lines and total acreage of the land to be subdivided;
3. a list of non single-family lots and respective acreage within the proposed subdivision;
4. location and acreage of any proposed parks, squares, greenbelts, open space, schools, or other public use facilities and acreage of roads, private or public;
5. names of adjoining subdivisions or owners of property contiguous to the proposed subdivision;
6. name and address of the Surveyor and/or Engineer;
7. name and address of Owner, and developer or Applicant if not Owner;
8. location map showing general location of Subdivision in relation to major roads, topographic features, etc;
9. north arrow, scale and date. The scale shall not exceed 1" = 200'. If more than one sheet is required, an index should be provided;
10. boundary lines of the incorporated city and the limit of the extraterritorial jurisdiction of City, where applicable;
11. indicate the school district in which the Subdivision is located. In the event any Lot lies within more than one school district, then the plat shall clearly state the number of acres within the Lot(s) that lie(s) within each school district;
12. indicate location of any existing structures (wells, cemeteries, etc.) in the Subdivision, on the plat;
13. name of parent survey and acreages;
14. a note indicating that residential lots shall be restricted to one primary residence per lot; and
15. other applicable information as may be reasonably required by the County Administrator.

D. FLOODPLAIN INFORMATION

A Preliminary Plat shall include the following floodplain information:

1. elevation contours of no greater than two foot intervals shall be shown on the plat;
2. all special Flood Hazard areas identified by the most current Flood Insurance Rate Maps published by the Federal Emergency Management Agency "FEMA";
3. each Lot containing the 100 year Floodplain shall have marked on the plat sufficient additional contours to identify and delineate the 100 year Floodplain and regulatory floodway, if any. If base flood elevations have not been established, they shall be established by an engineering study provided by an Engineer working on behalf of the Applicant;
4. any Subdivision containing the 100 year Floodplain shall be marked on the plat with the flood datum affixed at or near the 100 year flood elevation;
5. a drainage plan depicting the anticipated flow of all drainage onto and from the Subdivision and showing all major topographic features on or adjacent to the property including all water courses, 100 year Floodplain boundaries, ravines, bridges and culverts;
6. the location of on-site retention or detention ponds and drainage easements and the impact of Lot and street layouts on drainage for 100 year Floodplain;
7. depiction of all streams, rivers, ponds, lakes, other surface water features or any Sensitive Features, (as defined by the Texas Commission on Environmental Quality ("TCEQ") in 30 Texas Administrative Code 213.3 "Regulations") and a statement certified by the Surveyor or Engineer under his or her professional seal that, to the best of his, or her knowledge, the plat accurately reflects the general location (or absence) of all such features in accordance with the terms of the Regulations; and
8. other applicable information as may be reasonably required by the County Administrator.

E. STREET AND RIGHT-OF-WAY INFORMATION

The Preliminary Plat shall include the following street and right-of-way information:

1. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of the Subdivision, including ties across existing adjacent rights of way;
2. location, size and proposed uses of proposed access easements, or shared access driveways, if any;
3. a statement indicating maintenance of the publicly dedicated and accepted roads shall be the responsibility of the County in which the roads are constructed and dedicated;
4. a proposed Preliminary Plat shall satisfy the requirements relating to alignment of streets and shall contain a written certification from an Engineer that the location and dimensions of streets as set forth and laid out on the Preliminary Plat are in accordance with these Development Standards;

5. names of all streets;
6. indicate the pavement widths planned for each right of way; and
7. other applicable information as may be reasonably required by the County Administrator.
8. The Parties acknowledge that prior to or concurrent with the submittal of the first preliminary plat application, a Traffic Impact Analysis (the "TIA") will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated for the arterials and neighborhood collectors as shown on Exhibit "C" the Land Use Plan and shall be based on the full build-out development of the entire Property and not on the individual plat. Each subsequent preliminary plat application shall be accompanied by an updated TIA for the entire subdivision.

F. WASTEWATER INFORMATION

1. An appropriate statement will be placed on the plat indicating the provider of wastewater service for all Lots within the Subdivision.
2. For Temporary Housing, if a State approved disposal wastewater system is not provided, the Applicant of the proposed Temporary Housing shall comply with the County and State regulations in effect for installation of an OSSF or temporarily pump and haul wastewater to an approved treatment facility.

G. UTILITIES INFORMATION

1. A signed letter from each entity supplying utilities to the Subdivision shall be provided to County. Such letter shall indicate the utilities' intent to serve the Subdivision.
2. The general location of proposed utility and/or infrastructure easements, including water well sanitary easements, shall be shown.
3. Utilities must meet the requirements of Article X.

H. CHANGES TO AN APPROVED PRELIMINARY PLAT

1. Except as provided in Article VI H.2, County Commissioners Court approval is required for a change to an approved Preliminary Plat.
2. County Engineer may approve a minor deviation from an approved Preliminary Plat if County Engineer determines that the minor deviation complies with the requirements of Article VI H.3. An Applicant shall identify the proposed minor deviation on a copy of the Preliminary Plat submitted to County Engineer. A formal application is not required.
3. The County Commissioners Court must review and may approve a revision to an approved Preliminary Plat if the County Commissioners Court determines that the revision is to:
 - i. remove a property restriction from a Preliminary Plat;

- ii. modify a common area, green space, or other open space shown on the Preliminary Plat; or
 - iii. materially change the street layout.
- 4. Minor deviations are those items not listed as revisions under Article VI H.3.
- 5. County Administrator shall provide the County Commissioners Court with all previously approved minor deviations before the County Commissioners Court considers approval of a revision for the same area affected by a proposed change.

I. APPLICATION REVIEW AND APPROVAL PERIOD

- 1. The application review and approval period for a Preliminary Plat shall be governed by the County review schedule in effect at the time of application.
- 2. The County Commissioners Court shall approve a Preliminary Plat if it satisfies the requirements set by these Development Standards.

J. FEES

Each request for Preliminary Plat approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VII

REQUIREMENTS FOR FINAL PLATS & SUBDIVISION CONSTRUCTION PLANS

A. FINAL PLAT REQUIREMENT

1. A proposed Final Plat shall comply with the requirements of the approved Preliminary Plat and these Development Standards
2. An Application for approval of a Final Plat may include all or a portion of the land included in an approved Preliminary Plat.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide two (2) 18" x 24" copies of the Final Plat, three (3) copies of complete construction plans and one (1) electronic copy of the Final Plat and construction plans to the County Administrator, or in such other quantity as specified by the County Administrator.
2. Submissions to County pursuant to these Development Standards shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to these Development Standards .
3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

1. A Final Plat shall contain the following information:
 - i. bearings and dimensions of the boundary of the Subdivision and all Lots (including parks, green belts, open space). Easements may be shown relative to annotated Lot or boundary lines. Dimensions shall be shown to the nearest one-hundredth of a foot (0.01') and bearings shall be shown to the nearest one second of angle (01"). The length of the radius and arc of all curves, with bearings and distances of all chords, shall be clearly indicated;

description of monument used to mark all boundary, Lot and block corners, and all points of curvature and tangent on street rights of way;

- ii. location of original survey line. The Subdivision shall be located with respect to an original corner of the original survey of which it is a part;
 - iii. Lot numbers and block letters for each Lot;
 - iv. Dimension(s) of each Lot;
 - v. location of building lines and easements;
 - vi. location, size and proposed uses of proposed access easements or shared access easements, if any;
 - vii. total area of all common areas to be dedicated to a municipal utility district or home owners association;
 - viii. acreage of all Lots, calculated to the nearest one-hundredth of an acre; and
 - ix. other applicable information as may be reasonably required by the County Administrator.
- 2. Applicable utility providers must provide a letter indicating their intent or agreement to serve the Subdivision.
 - 3. A letter must be provided from the applicable emergency service providers indicating their approval of the Subdivision.

D. FLOODPLAIN AND DRAINAGE INFORMATION

- 1. For Lots intending to be occupied or built which contain 100 year Floodplain, benchmarks and minimum finished floor elevations of each Lot shall be shown on the Final Plat.
- 2. Any Subdivision within or adjoining the Floodplain will require the Applicant to place a permanent monument (brass disk) with the flood datum (a benchmark) at or near the 100 year Floodplain.
- 3. Building in the floodway is prohibited.
- 4. Building in the Floodplain is restricted to engineering design that will give evidence that it will not increase the 100 year flood elevation. An Engineer must verify this fact by submitting a "No-Rise Certification" to County. No buildings are allowed within the floodplain as identified by FEMA FIRM maps, or as modified by any Conditional Letter of Map Revision ("CLOMR") or a Letter of Map Revision ("LOMR").

E. STREET AND RIGHT-OF-WAY INFORMATION

- 1. The Final Plat shall include the following street and right-of-way information:

- i. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of a Subdivision.
 - ii. total length of all streets, to the nearest one-tenth mile;
 - iii. total acreage of all public or private street and rights-of-way;
 - iv. names of all streets;
 - v. the County in which the streets are constructed shall be responsible for maintenance of publicly dedicated and accepted roads in accordance with the applicable regulations; and
 - vi. other applicable information as may be reasonably required by the County administrator.
2. No single-family residential Lot shall have a driveway access from a numbered County road or a State maintained highway.

F. CONSTRUCTION PLANS

1. Construction plans shall include the following information;
- i. three (3) paper copies and one (1) electronic copy of complete construction plans, specifications and engineering calculations for streets, and drainage improvements to be constructed, are required to be submitted with the Final Plat. Construction plans must be one hundred percent (100%) complete at the time of submittal. Any incomplete sets of construction plans shall be returned unreviewed;
 - ii. the construction plans shall be submitted on standard 24" x 36" sheets;
 - iii. each sheet of the construction plans shall contain a title block, including space for the notation of revisions. The title block shall be placed on the cover sheet and shall clearly note the date and nature of each revision;
 - iv. each sheet of the construction plans shall include north arrow, scale, date, and benchmark description to U.S.G.S. datum;
 - v. each construction plan sheet shall bear the seal and signature of the Engineer responsible for the design and preparation of the plans and sheets;
 - vi. at a minimum, a plan and profile of each street with stationing, top of curb grades, natural ground and finished grade elevations at the right and left rights of way and at the street centerline. The typical cross-section of proposed streets shall show the width of roadways, pavement type and location and width of sidewalks;

- vii. at a minimum, a plan and profile of proposed sanitary sewers with stationing, grades and pipe sizes indicated and showing locations of manholes, cleanouts, etc., and a plan of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants and fittings. Applicable construction details shall be included with the construction plans;
 - viii. include a general location map of the Subdivision showing the entire watershed and the limits of all on-site and off-site storm water draining to the project;
 - ix. include calculations showing the anticipated storm water flow, including watershed area, percent runoff, runoff factors, storm intensity and time of concentrations showing basis for design; and
 - x. include a plan and profile of proposed storm sewers and channels, showing stationing, hydraulic data, grade lines, grades and sizes, manholes, inlets, pipe connections, outlet structures, etc.
2. Include a detailed plan for any bridges, culverts, catch basins, and other drainage structures or any other improvements to be made and shall include:
- i. open channel or storm drain grades, design flow, design velocity, capacity and hydraulic grade line;
 - ii. a plan and profile of all culverts under any street with the design flow of water, headwater and tailwater depth and tail water velocity;
 - iii. the size of all driveway culverts to carry the design flow of water at each point of installation;
 - iv. typical ditch sections and the width of any right-of-way or easement needed; and
 - v. a summary sheet of all drainage facilities.
3. Any proposed changes in topography shall be shown by contour lines on a basis of two (2) foot intervals.
4. An erosion control plan that is in compliance with State and Federal guidelines shall be included with the construction plans.

G. FISCAL SECURITY

- 1. The amount of fiscal security posted by an Applicant shall equal one hundred percent (100%) of the estimated construction cost of the road and drainage infrastructure improvements not completed at the time of plat recordation. The Applicant shall submit the required security to the County for paving and drainage within the street ROW's.
- 2. An Engineer shall provide the construction cost estimate of the infrastructure not completed at the time of plat recordation to the County Engineer for approval.

3. The Applicant shall either:

- i. deposit cash, or other instrument readily convertible into cash at face value with either the County or escrow with a bank or savings and loan institution; or
- ii. provide a letter of credit from a bank or other reputable institution. This letter shall be submitted to the County, and shall certify: (i) that the creditor does guarantee funds equal to 100% of the estimated construction costs of the Subdivision infrastructure improvements not completed at the time of recordation of the plat, (ii) in case of failure on the part of the Applicant to complete the specified improvements, the letter of credit may be called by the County, and (iii) the letter of credit may not be withdrawn, or reduced in amount, until approved by the County.

4. Upon issuance of the final acceptance letter, the County will release or direct the escrow bank to release the fiscal surety.

H. RECORDATION

1. A Final Plat shall not be recorded until:

- i. the County Commissioners Court has approved the Final Plat, and construction plans, and;
- ii. the Applicant constructs all of any road and drainage infrastructure improvements within 36 months after County Commissioners Court approves the Final Plat and construction plans; or
- iii. the Applicant posts fiscal security with the County for any improvements shown on the approved construction plans which are not completed.

2. County Administrator shall have the approved plat recorded in each County where land included in the plat is located.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Final Plat shall be governed by the County review schedule in effect at the time of application.
2. The County Commissioners Court shall approve a Final Plat if it satisfies each of the requirements set forth by these Development Standards.

J. RECORD PLAT

Two (2) duplicate 18" x 24" photographic mylars shall be presented to the County Clerk for recording the Final Plat. All writing and drawings on the Final Plat must be large enough to be easily legible following recording, and legible at 50% photocopy reduction.

K. FEES

Each request for Final Plat and construction plan approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VIII

REPLAT, VACATION OR AMENDMENT OF A SUBDIVISION PLAT

A. VACATION OF PLAT, REPLAT AND AMENDMENT OF PLAT

1. Any plat, replat or amended plat previously recorded with the County Clerk may be vacated by the property owner(s) at any time prior to the sale of any Lot by filing a written, signed, and acknowledged instrument declaring the same to be vacated and recorded with the County Clerk.
2. The County Commissioners Court shall adopt and order to permit the plat vacation, replat or amended plat ("Modified Plat") if it is shown to the County Commissioners Court that;
 - i. the Modified Plat will not interfere with the established rights of any owner of a part of the subdivided land, or
 - ii. each owner whose rights may be interfered with has agreed to the Modified Plat.
3. The Applicant shall be required to notify by certified or registered mail, return receipt requested, owners of property adjacent to the area subject to the modified plat.
4. A Modified Plat shall be recorded and controls over a previously recorded plat without vacation of that plat if the Modified Plat is signed and acknowledged by Owner of the property being platted, and is approved, after public hearing on the matter, by the County Commissioners Court. The action of a Modified Plat cannot amend or remove any covenants or restrictions of the original plat.
5. The County Commissioners Court shall approve and issue an amended plat that complies with Chapter 212 of the Local Government Code.

B. APPLICATION REVIEW AND APPROVAL PERIOD.

1. The application review and approval period for any Modified Plat shall be governed by the County review schedule in effect at the time of application.
2. The County Commissioners Court shall approve a Modified Plat if it satisfies each of the requirements set by these Development Standards.

C. FEES

Each request for a Modified Plat shall be in accordance with County fees in effect at the time of the request.

ARTICLE IX

ROAD CONSTRUCTION AND DRAINAGE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Streets to be constructed shall meet the minimum design requirements set forth in Table #1 below.

Table 1 Summary of Roadway Standards

Function Classification		Alley	Local	Residential Collector	Neighborhood Collector	Arterial
	Average Daily Trips (ADT)	-	Less than 1,000	1,001 to 2,500	2,501 to 5,000	Greater than 5,001
1	Centerline Intersection Angle – Maximum	80°-100°	80°-100°	80°-100°	80°-100°	80°-100°
2	Centerline Intersection Offset ⁽¹⁾ – Minimum	-	125'	125'	125'	200'
3	Centerline Intersection Spacing ⁽²⁾ – Maximum	-	1,200'	1,200'	1,500'	NA
4	Centerline Intersection Spacing ⁽²⁾ – Minimum	-	130'	150'	250'	300'
5	Centerline Radii – Minimum	-	198'	333'	333'	1,039'
6	Centerline radius with Knuckle	-	50'	NA	NA	NA
7	Cul-de-sac Length – Maximum	-	700'	NA	NA	NA
8	Cul-de-sac Pavement Radii ⁽³⁾ – Minimum	-	40'/50'	NA	NA	NA
9	Cul-de-sac ROW Radii ⁽³⁾ – Minimum	-	50'/60'	NA	NA	NA
10	Curb Radii at intersections – Minimum	15'	20'	25'	25'	25'
11	Design Speed	-	25 MPH	30 MPH	30 MPH	45 MPH
12	Driveway permitted	Yes	Yes	Yes	Yes	Restricted ⁽⁸⁾

13	Flag lot width ⁽⁴⁾ – Minimum	-	5'	5'	5'	5'
14	Flag lot width ⁽⁵⁾ – Minimum	-	20'	20'	20'	20'
15	Grade Maximum	11%	11%	10%	10%	8%
16	Lanes - Number	1-2	2	2	2	2-4
17	Medians allowed	No	Yes	Yes	Yes	Yes
18	Parking On Street Allowed	No	Yes	Yes	Yes	No
19	Street Paving Width (face to face)- Minimum	15'	28'	30'	36' ⁽⁶⁾	48' ⁽⁶⁾
20	Street ROW Width - Minimum	20'	50'	60'	70' ⁽⁷⁾	86' ⁽⁷⁾
21	Tangent Between. Curves – Minimum	-	0'	100'	150'	250'

(1) Two streets intersecting another street from opposite sides – does not apply on divided road without median opening.

(2) Two streets intersecting another street from the same side – does not apply on divided road without median opening.

(3) The higher radii shall be provided when the cul-de-sac provides public access to a park, a paseo, or any facility that will trigger a higher use than a residential cul-de-sac.

(4) For instances when a joint use easement is provided for all flag lots in question, a shared driveway is utilized for access to each lot, the minimum width of total adjacent stems is 30 feet and there are no more than 8 adjacent stems.

(5) For a single lot when no access easement is provided and there are no adjacent stems for additional flag lots.

(6) The Street Paving Width Minimum will increase 5 feet per bike lane added.

(7) The Street ROW Width Minimum will increase 5 feet per bike lane added.

(8) No single-family driveways are permitted on Arterials.

2. All streets shall be named. Owner shall coordinate with County 911 for the naming and addressing of all streets.

B. COMPLIANCE, INSPECTION AND TESTING

1. All Subdivision roads and drainage improvements constructed by the developer must be designed in accordance with the requirements of this Article IX and subject to the variance procedure set forth in Article V above. Three (3) complete sets of approved Subdivision construction plans including the approved Final Plat will be submitted to County Administrator.
2. The Applicant shall pay an inspection fee to County to inspect the applicable drainage and paving infrastructure shown in the construction plans as it is being performed to assure compliance with these Development Standards. This fee shall be in accordance with County fees in effect at the time of the request. All County inspectors shall perform their duties under the direct supervision of County Engineer.
3. Failure to comply with any testing required or failure to obtain the tests required before proceeding with the next phase of the work shall cause a determination of non-compliance of the Applicant with these Development Standards.
4. Determination of non-compliance caused by failure to obtain the tests and inspection may only be corrected by:
 - i. complete removal of the work and reconstruction in conformance with these Development Standards; or
 - ii. testing or representative samples taken by core drilling or by removal of specified sections to reach the areas to be tested; or
 - iii. any reasonable method that will prove complete compliance with these Development Standards, which is approved in writing, by County Engineer.
5. The cost of work, repairs, or testing shall be at the expense of the Applicant, and all such work, repairs or testing shall be as follows:
 - i. in accordance with approved construction plans;
 - ii. performed by a person or firm qualified to produce and furnish accurate results.
6. Applicant shall give County at least one (1) working day notice of any requested inspections, subject to County regular business hours and holidays.
7. Geotechnical soil testing shall be taken at least every 500 feet to determine that the roadway meets these standards. Owner shall perform all testing in accordance with County requirements and said testing shall be under the supervision of a geotechnical Engineer.

C. MINIMUM REQUIREMENTS

When utility lines extend across a roadway, they shall be installed, or appropriately sleeved, prior to the placement of base so that the road bed is not disturbed subsequent to road construction.

D. DRAINAGE

1. Drains, drainage structures, and appurtenances shall be designed by an Engineer.
2. Drainage calculations shall be made using an accepted method approved by County Engineer. Drainage systems shall be designed for a 25 year frequency storm, with the 100 year frequency storm contained within the street rights-of-way, and shall be subject to the approval of County Engineer.
3. Minimum drainage pipe diameter under public streets is 18". Drainage structures shall be backfilled in accordance with Caldwell County Standard Specifications.
4. Pipe ends will be protected by safety end treatments, headwalls, riprap, or other concrete structures as approved by County Engineer.
5. Drainage easements shall be shown to scale.
6. Appropriate data and calculations shall be presented to County Engineer upon submission of Subdivision construction plans.
7. Detention and retention ponds shall be designed and constructed to mitigate for the 2, 25, and 100 year storms. There will not be a greater runoff rate from the property after the development than there was prior to development for these storm events.
8. All developments must complete, and have approved by County Engineer, an erosion and sedimentation control plan, a storm water pollution prevention plan, and/or any other related Federal or State required design regarding stormwater.

E. PAVEMENTS

Subgrade, base and pavements shall be designed and constructed in accordance with recommendations made by a geotechnical Engineer.

F. TRAFFIC SIGNS

1. Signs and guard posts shall be installed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and as directed by County Engineer.
2. County Engineer shall approve to the placement of traffic signs or guard rails. Traffic signs, guardrails and other traffic control devices shall be shown on the construction plans.

G. (INTENTIONALLY DELETED)

H. SPEED LIMIT SIGNS

1. Speed limit signs shall be posted as shown on the construction plans.
2. Posted speed limits in Subdivisions shall be 5 M.P.H. lower than the design speeds listed in Table 1 Article IX. A. 1.
3. Speed limit signs shall be 18" x 24" "Engineer Grade Reflective Sheeting" on aluminum.

I. SIGN POSTS

Developer reserves the right to use a decorative sign post as long as it meets the minimum standards of the current Texas Manual on Uniform Traffic Control Devices (TMUTCD).

J. FINAL INSPECTION AND ACCEPTANCE

1. Before final acceptance of the wastewater, drainage and streets (as applicable) in the Subdivision, the design Engineer shall issue a letter to the Entity responsible for maintenance of the applicable infrastructure stating that he has made an observation of such improvements and recommends acceptance by said Entity. Along with this letter, the design Engineer shall submit one set of record drawings showing the work to be accepted by the Entity.
2. Upon completion of drainage, roads, streets and other facilities intended for the use of the public, the Applicant shall request, in writing, that the design Engineer, County Engineer and the Entity Engineer conduct a final inspection.
3. County Engineer shall, within 15 days of receiving a request for final inspection, inspect the work for compliance with the approved construction plans.
4. County Engineer shall notify the Applicant, Applicant's Engineer and the County Commissioners Court in writing as to the acceptance or rejection of the improvements. If County Engineer reasonably rejects such improvements County Engineer shall provide a punch list to the Applicant denoting items remaining to be completed. The Applicant shall have 30 days to correct the defective work. If County Engineer rejects such improvements, following subsequent attempts to satisfy the requirements of these Development Standards, the County Commissioners Court may proceed to enforce the guarantees provided for in these Development Standards.
5. When all work is found to be in compliance, and the Maintenance Bond, identified in Article IX L, is provided, County Engineer's written recommendation to accept the construction will be sent to the applicable municipal utility district, Applicant and the Applicant's Engineer.
6. Upon final approval, title to all wastewater and drainage infrastructure shall be conveyed to the applicable municipal utility district. The street infrastructure shall be dedicated to the County.

K. GUARANTEE AGAINST DEFECTIVE WORK

1. Applicant's contractor shall provide a maintenance bond warranting the Subdivision infrastructure for a period of two (2) years following completion of the construction activities and acceptance of the work by the Entity.
2. The warranty shall bind the Applicant's contractor to correct and repair any defects in materials, workmanship (including backfills) or design inadequacies, discovered within the two (2) year warranty period.

3. The Applicant shall cause its contractor to correct at its own expense, such defects within 30 days after receiving written notice of such defects from the Entity. Should the Applicant fail or refuse to correct such defects within the said 30 day period or to provide acceptable assurances that such work will be completed within a reasonable time thereafter, the Entity may correct or cause to be corrected any such defects at the expense of the Applicant or by using funds from the Maintenance Bond.

L. MAINTENANCE BONDS

1. The Applicant's contractor shall execute a maintenance bond or bonds in the total sum of ten percent (10%) of the infrastructure construction cost being conveyed to an Entity guaranteeing the work and the warranties ("Maintenance Bond"). The Subdivision or development will not be accepted by the Entity until such bonds are furnished.
2. The surety company underwriting the bonds shall be acceptable if on the latest list of companies holding certification of authority from the Secretary of the Treasury of the United States and shall be licensed to write such bonds in the State of Texas.
3. Upon receipt of an acceptable maintenance bond the Entity will issue a final acceptance letter to the Applicant. After the final Acceptance Letter is issued, the Entity will monitor the constructed facilities.
4. If failures appear during the warranty period, the Applicant or the Applicants contractor will be notified for corrections.
5. On the completion of the two (2) year warranty with no outstanding warranty claims, the Entity shall issue the Applicant or Applicant's contractor a letter of bond release.

M. PRIVATE ROADS AND STREETS IN A SUBDIVISION

An Applicant reserves the right to plat private streets for gated communities to be privately owned and maintained. Private streets should be constructed to the same requirements as public streets including standards, testing and inspection.

ARTICLE X

UTILITIES

A. GENERAL REQUIREMENTS

1. All underground water, telephone, gas, cable, and electric lines shall be buried to a minimum depth required by applicable codes and ordinances.
2. If an Applicant contracts with a public water provider to provide water to the Subdivision, a water distribution system will be engineered to meet the construction standards established by the applicable public water provider or municipal utility district and the Texas Commission on Environmental Quality.
3. All water lines within and water line extensions to the Subdivision must be designed and constructed to supply adequate fire flow to all proposed homes within the Subdivision. The size of water lines shall be determined by all applicable Federal, State and local requirements regarding fire protection. The developer shall install fire hydrants spaced at least every 500 feet within the Subdivision.
4. All utilities shall be designed and constructed to meet minimum standards of the utility provider.

ARTICLE XI

WASTEWATER

A. GENERAL REQUIREMENTS

1. All of Caldwell Valley Lockhart Portion shall be served by a wastewater treatment plant and/or a collection system permitted by the TCEQ.
2. The wastewater treatment plant and collection system shall be constructed in accordance with standards set forth by the TCEQ and the Texas Pollutant Discharge Elimination System.
3. County Engineer shall be copied on submissions to the TCEQ for the wastewater treatment plan.

ARTICLE XII
LOT DIMENSIONS

Caldwell Valley Lockhart Portion
Design Standards

Residential Product	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Ft.)	Minimum Lot Depth (Ft.)	Maximum Density (DU/Ac.)	Minimum Building Setbacks (Ft.)			
					Front (Standard/Side-Entry Garage)	Side (Interior)	Side (Street)	Rear
Low Density Residential	5,000	50	100	5.2	20	5	10*	10
Medium Density Residential	2,000	30	50	10.0	20	5 / 0	5*	5**
Urban Density Residential***	2,000	25	80	24.0	5	0	5*	5**
Civic	8,000	80	100	na	20	10	15	15

* Minimum 20' where driveway enters from a side street.

**2009 International Fire Code requires a minimum of 5'

***Front Setback shall be 20 feet for Multifamily. Rear setback shall be 20 feet for alley loaded residential

ARTICLE XIII

LIGHTING & LANDSCAPING

A. GENERAL REQUIREMENTS

Lighting: In order to prevent light pollution and to conserve energy, all lighting in common areas and open spaces, shall be reasonably shielded.

Landscaping: Ground cover, including grass and mulched areas, shall be established on that portion of all residential lots visible to public view and adjacent street rights-of-way. At least one (1) tree will be planted and maintained for each forty feet (40') of lot frontage. Mulched areas may include xeriscaping or other drought tolerant solutions.

EXHIBIT "C"

CALDWELL VALLEY LOCKHART PORTION LAND USE PLAN

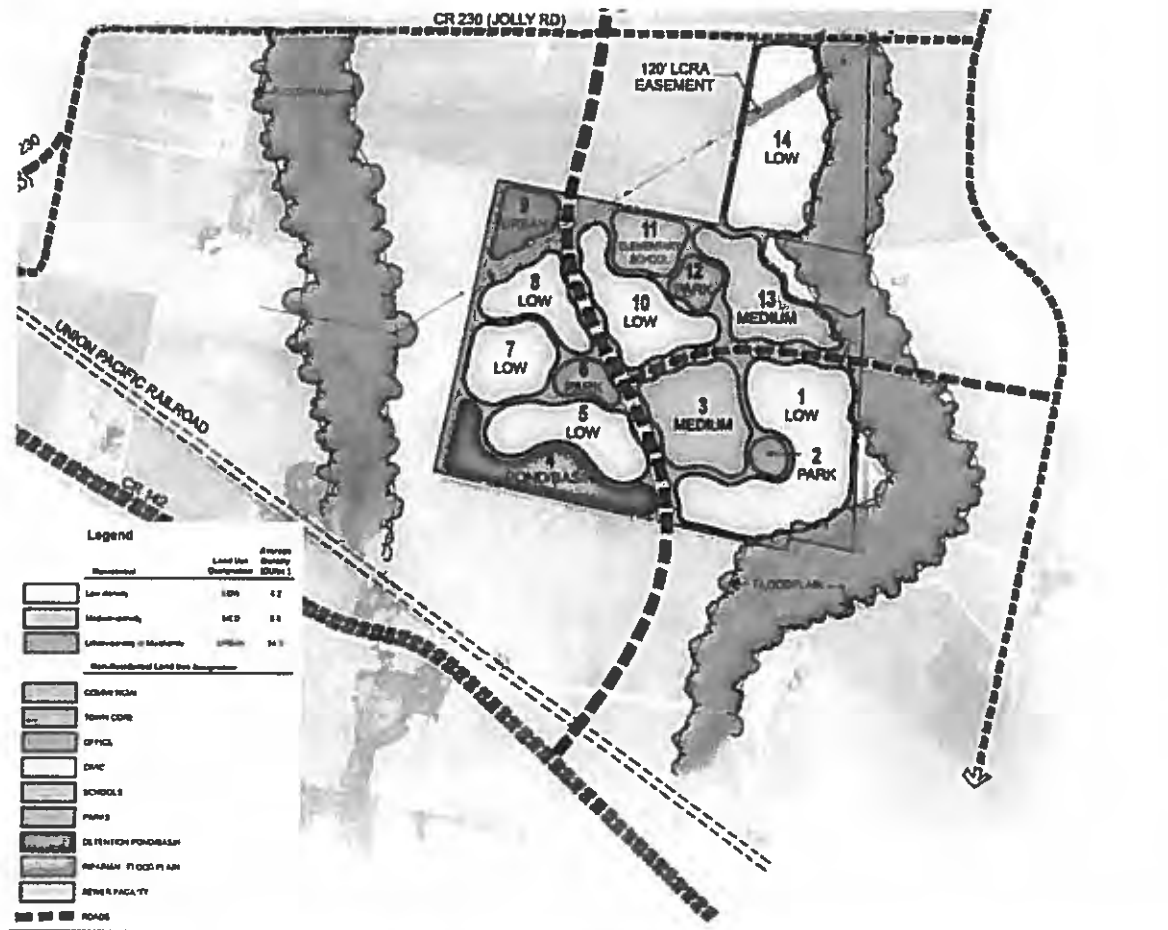


EXHIBIT "D"

Caldwell Valley Development Agreement (City of Lockhart)

[See attached]

**CALDWELL VALLEY
DEVELOPMENT AGREEMENT
(Lockhart, Texas)**

Effective as of February 7, 2017

CALDWELL VALLEY DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

This Caldwell Valley Development Agreement (the "Agreement") is made and entered into by and among the **CITY OF LOCKHART, TEXAS**, a Texas home rule city, acting by and through its duly authorized Mayor (the "City"); and **WALTON TEXAS, LP**, a Texas limited partnership ("Primary Owner"), in its capacity as a property owner and in its capacity as an operator and manager authorized to sign this Agreement on behalf of the **Walton Individual Owners** (hereinafter defined, collectively "Owner"). The City and Owner are sometimes collectively herein referenced as the "Parties," and individually, as a "Party."

RECITALS

A. Owner owns a total of approximately 426.85 acres of land, more or less, located in Caldwell County, Texas ("Caldwell Valley," the "Property" or "the Project"). A portion of the Property is located in City's extraterritorial jurisdiction ("ETJ"), but not within its corporate limits (the "ETJ Property") and is depicted on Exhibit "A" attached hereto.

B. Owner plans to develop Caldwell Valley as a master-planned mixed use community. The ETJ Property is delineated in the Concept Plan attached hereto as Exhibit "A".

C. Owner and City intend that the ETJ Property be developed as a high-quality, master-planned, mixed use community, including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of City pursuant to development regulations contained in this Agreement. A memorandum of this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property), and will provide regulatory certainty during the Term of this Agreement.

D. Owner and City have held discussions regarding the long term development of Caldwell Valley, and desire to define, protect and clarify City's jurisdiction and regulatory authority with respect to the ETJ Property through this Agreement.

E. The Parties desire to establish certain restrictions and commitments imposed and made in connection with the development of Caldwell Valley; to provide increased certainty to Owner and City concerning certain development rights, entitlements, arrangements and commitments for a period of years; and to identify land uses and other aspects of the development of the ETJ Property in the form of this Agreement which is promulgated under Section 172 of Chapter 212 of the Texas Local Government Code.

F. Caldwell County and Owner have entered into a Subdivision Agreement ("Subdivision Agreement"), whereby such Subdivision Agreement sets forth the governmental entity responsible for review and approval of subdivision plats and related permits for development within the portion of Caldwell Valley located in Caldwell County. Owner will seek to annex Property into the Subdivision Agreement.

G. The City consents to the ETJ Property being included in the boundaries of Ranch at Clear Fork Creek Municipal Utility District No. 1, Ranch at Clear Fork Creek Municipal Utility District No. 2, Caldwell Valley Municipal Utility District No. 1, or any municipal utility district created by the division of such municipal utility districts, (individually and collectively herein referenced as the "District(s)" including any substitute(s) of the District(s) and/or municipal utility districts subsequently created within the boundaries of the ETJ Property by Primary Owner or its assignee) to assist Owner in the financing of Qualified Improvements (hereinafter defined) to support such a large scale development in a financially feasible manner.

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:

"Applicable Requirements" shall mean the applicable federal and state laws, rules and regulations, the Development Standards.

"Applicant" shall mean any owner, developer, person or entity engaging in subdivision of property or applying for any permit, approval, variance or waiver in Caldwell Valley.

"Caldwell Valley" shall have the meaning set forth in the recitals to this Agreement, and consists of the land described on Exhibit "A" together with any land added to this Agreement or to the overall Property.

"City" shall mean the City of Lockhart, Texas, a Texas home rule city.

"City Manager" shall mean the person or entity engaged by City to serve in the capacity of City's chief administrative officer.

"City Council" shall mean City Council of City or any successor governing body.

"Concept Plan" shall mean the concept plan for the ETJ Property attached as Exhibit "A", as it may be amended from time to time in accordance with this Agreement.

"County" shall mean Caldwell County.

"Development Standards" shall mean the development standards for Caldwell Valley as previously approved by the Subdivision Agreement executed by County.

"Dwelling Unit" shall mean a residential unit other than a manufactured home providing complete, independent living facilities including permanent provisions for living, sleeping, eating, and cooking.

"Effective Date" and similar references shall mean the date defined in Section 14.01.

"Final Plat" shall mean a map of a subdivision, addition or development to be recorded in the applicable County plat records.

"Owner" shall mean (i) Primary Owner, or (ii) any subsequent owner of property in Caldwell Valley that is a successor or assignee of rights from Owner in accordance with Section 14.05a of this Agreement.

"Preliminary Plat" shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.

"Primary Owner" shall mean initially, Walton Texas, LP and any entity to which Walton Texas, LP may assign its rights and obligations as Primary Owner in accordance with Section 14.05.b of this Agreement.

"Qualified Improvements" shall mean utility, roadway and drainage infrastructure as well as any other improvement eligible for reimbursement by the Districts.

"TCEQ" shall mean the Texas Commission on Environmental Quality, or its successor agency.

"Walton Individual Owners" shall mean, collectively, all persons, entities, and trusts, other than Primary Owner, that own an interest in the Property, including an undivided, tenant-in-common interest, and that have granted to Walton Texas, LP, power and authority to operate, administer and act for and on their behalf with respect to their interests in the Property.

ARTICLE II.

JURISDICTIONAL AUTHORITY AND VESTING RIGHTS

Section 2.01 Jurisdiction. Pursuant to the Subdivision Agreement (upon execution), County shall have and exercise exclusive jurisdiction over the review and approval of Preliminary Plats, Final Plats, and subdivision construction plans, during the Term of this Agreement unless otherwise expressly provided in this Agreement.

Section 2.02 Consent to Future Annexation. Owner and all subsequent owners of property within the ETJ Property hereby consent to annexation by 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 "B" which will be recorded in the deed records of the County. Additionally, Owner and all subsequent owners shall include substantially similar information to Exhibit "B" in the form of a note on all Final Plats for the ETJ Property.

Section 2.03 Vesting Rights/Grandfathering. City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project which will be developed over a several year period. As a result, Owner has the vested authority to develop The ETJ Property in accordance with this Agreement. Owner shall be deemed vested from the Effective Date of this Agreement up until the termination date of this

Agreement at which point Owner shall be divested of all authority except for those applications approved by County and City which are active at the termination date of this Agreement. This Agreement shall constitute the first application in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code. To the extent any of the Development Standards or the other criteria specified in this Agreement are in conflict with any other current or future City Codes, ordinances, policies, or requirements, the Development Standards and other criteria specified in this Agreement shall govern. The Development Standards are intended to supersede City Code. A vested right under this Agreement shall not apply to regulations mandated by state or federal 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 The ETJ Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, buildings, construction plans or other necessary approvals, within The ETJ Property. This Agreement on the part of City will not apply to temporary moratoriums uniformly imposed throughout 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 Uses. The Property shall be developed for the uses contemplated in the Concept Plan and in accordance with the terms and conditions of the Subdivision Agreement.

ARTICLE IV. CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS

Section 4.01 Phased Development. Owner intends to develop Caldwell Valley in phases. City acknowledges that the portions of the ETJ Property not under active development may remain in use for agricultural or ranching purposes and/or wildlife management.

Section 4.02 Phasing/Updates. City acknowledges that Caldwell Valley will be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

Section 4.03 Concept Plan City hereby confirms its approval of the Concept Plan as depicted in Exhibit "A" which describes the ETJ Property. Owner shall have the right to develop the ETJ Property in accordance with the Concept Plan and the terms of this Agreement.

Section 4.04 Amendments. Due to the fact that the ETJ Project comprises a significant land area and its development will occur in phases over a number of years, Owner, after receiving Primary Owner's consent, may make amendments to the Concept Plan upon notification to City. Amendments to the Concept Plan shall not be considered a waiver of rights as defined in Section 2.03.

Section 4.05 Controlling Ordinances, Manuals, and Rules. Owner shall not be required to comply with City Development Regulations. The Caldwell Valley Development Standards and the Subdivision Agreement administered by the County shall be the regulating regulations with respect to the ETJ Property. Notwithstanding any provision herein, regulatory measures which 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 4.06 Sheriff and Fire Services. Owner, acting on its behalf or through a District, acknowledges that the ETJ Property is within an Emergency Services District for fire service. Owner may enter into an agreement with the County to provide supplemental sheriff services to the occupied portions of the ETJ Property.

ARTICLE V

WASTEWATER PLANT; WATER WELLS

Section 5.01 Wastewater Discharge Permit. The ETJ Property is subject to a wastewater discharge permit from the Texas Commission on Environmental Quality ("TCEQ"), Permit No. WQ0015064001 which is permitted for a wastewater treatment plant for a maximum capacity of 0.70 million gallons per day (MGD).

Section 5.02 Design. Wastewater infrastructure shall be designed and constructed in accordance with all applicable rules and regulations established by TCEQ, including but not limited to those of Municipal Utility Districts.

Section 5.03 Groundwater Use. Owner may use underground water beneath the surface of the ETJ Property as permitted by local, state, and federal regulations.

ARTICLE VI.

MUNICIPAL UTILITY DISTRICTS

Section 6.01 Consent to Annexation of Land and Subsequent Creations by Division. City hereby consents to the annexation of the ETJ Property into the Districts and to the creation of any District resulting from the division of one of the Districts located within the area of the ETJ Property. City agrees that no further consent to the creation of a District by the division of a District shall be required; however, City agrees to provide a resolution evidencing the consent to creation of a District if such resolution is requested by Owner or required by TCEQ.

Section 6.02 Annexation by City. Pursuant to this Agreement, the ETJ Property shall remain in the ETJ of City and shall be immune from full purpose annexation by City for the Term; provided, however, City may annex the ETJ Property for full purposes during the Term upon the earlier of: (a) at least ninety percent (90%) of the Districts' water, sanitary sewer, drainage and road facilities have been constructed, and Owner has been fully reimbursed by the Districts for such improvements to the maximum extent allowed in accordance with rules of TCEQ; or (b) the dissolution of the Districts (other than as a result of annexation by City). Owner shall send written notification to City upon satisfaction of the condition in (a) above.

Section 6.03. CCN. For the purpose of obtaining or providing utility service, no Party shall encroach into the existing utility jurisdiction of another party who has an approved

Certificate of Convenience and Necessity ("CCN") from the Texas Public Utility Commission; provided, however if a certain existing utility provider is unable to serve the Project, Owner shall have the right under Chapter 13 of the Texas Water Code to request that the Project (or such applicable portions thereof) be decertified from such utility providers' CCN pursuant to Chapter 13 of the Texas Water Code.

Section 6.04 Temporary Housing. Owner may utilize manufactured or forms of temporary housing, trailers or buildings, for the District's creation and confirmation process, during the construction phases of the Project, and for a sales office ("Temporary Housing"). Temporary Housing may be located on any site within the ETJ Property for such purpose regardless if the land has been subdivided in accordance with the Development Standards.

ARTICLE VII

AMENDMENTS TO THE AGREEMENT

Section 7.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by City and (i) Primary Owner, or (ii) all the then-current owners of all portions of the ETJ Property (other than end-buyers of fully developed and improved residential lots). However, an owner of a portion of the ETJ Property (other than end-buyers of fully improved residential lots) and City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner, provided that Primary Owner must be party to such amendment if the Primary Owner then owns any portion of the ETJ Property. If this Agreement is amended for the benefit of a single (or less than all) owner of property within the ETJ Property, then any default of a duty arising solely from such amendment shall not constitute a default under this Agreement. Amendments to the Caldwell Valley Development Standards shall only be permitted in accordance with the terms of the Subdivision Agreement and this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Section 8.01 Organization and Good Standing. Owner is duly organized and validly existing in good standing under the laws of the state of its origination or formation, 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, and to execute this Agreement for and on behalf of the other Owners.

Section 8.02 Authority, No Conflict. This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 8.03 Performance. Owner and City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement, and will perform each and all of its duties and responsibilities pursuant to this Agreement.

Section 8.04 Authority; 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.

ARTICLE IX.

DEFAULT AND REMEDIES FOR DEFAULT

Section 9.01 Preventative Default Measures. The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. 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 9.02 Default and Notice of 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 9.03 Default Unique to City. City shall be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the ETJ Property that are in conflict with the express provisions of this Agreement.

Section 9.04 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. 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.

Section 9.05 Remedies Between City and an Owner. For the purposes of this Section 9.05 the term Owner shall not include Primary Owner. Should any default between an Owner and City remain uncured after Notice to the other as provided in Section 9.02, City may pursue the remedies listed in Section 9.04 against Owner, and Owner may pursue all remedies listed in Section 9.04 against City, except that an Owner shall not be able to pursue the remedies of termination, rescission, or reverter, such remedies belonging exclusively to the Primary Owner and City.

Section 9.06 No Liability For Actions of Others. Except as expressly set forth in this Agreement: (i) the liabilities, obligations and responsibilities of each owner, their successors and assigns, under this Agreement are several, and not joint; and (ii) no owner, or successor or assign, of any portion of the ETJ Property 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. Owner shall indemnify City and pay City's legal fees and expenses should City be named a defendant in a lawsuit challenging this Agreement. Any owners who are individuals holding an interest, either directly or indirectly of the ETJ Property or any other property subject to this Agreement are not liable to any Party for the performance of any duty or obligation under this Agreement or for the failure to perform any duty or obligation under this Agreement. Each Party unconditionally and irrevocably releases such individual owners from any and all claims, whether now existing or arising in the future, that the Party has or may have against such individual owners arising from or directly or indirectly related to this Agreement or otherwise arising from or directly or indirectly related to the development of the the ETJ Property.

Section 9.07 Breach of Contract. It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to Owner and Owner builds contrary to the issued permit.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Effective Date. The Parties agree that the "Effective Date" of this Agreement shall be February 7, 2017.

Section 10.02 Term. This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is forty-five (45) years from the Effective Date, unless sooner terminated by express written agreement executed by both Parties (the "Term").

Section 10.03 Termination. This Agreement may be terminated as to all of the ETJ Property only by (i) express written agreement executed by City and Primary Owner, or (ii) City and all the then current Owners of all portions of the ETJ Property (other than end-buyers of fully developed and improved residential lots). This Agreement may be terminated as to a portion of the ETJ Property only by express written agreement executed by City and Owners of the portion of land affected by the termination (other than end-buyers of fully developed and improved residential lots); provided that if Primary Owner still owns any land within the ETJ Property, Primary Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the required Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Caldwell County, Texas (as applicable), a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

Section 10.04 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the ETJ Property and shall be binding on all future developers and owners of the ETJ Property. A memorandum of this Agreement, in the form attached as Exhibit "B", shall be recorded in the Official Public Records of Caldwell County, Texas (as applicable). Nothing in this Agreement is intended to impose obligations on any owner of a fully developed and improved lot within the ETJ Property, except as set forth in this Agreement.

Section 10.05 Assignment.

- a. Owner may assign this Agreement with respect to all or part of such Owner's portion of the ETJ Property from time to time to a purchaser of all or a portion of the ETJ Property. 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 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 from any and all obligations under this Agreement and shall have no further liability with respect to the part of the ETJ Property so assigned, except as to a default that occurred prior to the date of 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 may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the the ETJ Property (the "Ownership Threshold"). Notice of all assignments of the rights and obligations of the Primary Owner shall be given to City 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, does not satisfy the Ownership Threshold, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.

Section 10.06 Entire Agreement. This Agreement including all exhibits and attachments, 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.

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 10.07 Notice. It is contemplated that the Parties will 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 facsimile with receipt of confirmation. 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 facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Primary Owner: Walton Texas, LP
 c/o Walton Development & Management TX, LLC
 9811 S. IH35, Suite 4-200
 Austin, TX 78744
 Attention: Becky Collins
 T: 512-672-8682

With a copy to: Walton Global Holdings, Ltd.
 1650 Tysons Blvd., Suite 1500
 Tysons, VA 22102
 Attn: Legal Counsel

With a copy to: Steve Metcalfe
 Metcalfe Wolff Stuart & Williams, LLP
 221 West 6th Street, Suite 1300
 Austin, TX 78701
 T: 512-404-2209

With a copy to: Mayor of Lockhart
 PO Box 239
 Lockhart, Texas 78644
 T: (512) 376-2910

With a copy to: City Manager
 PO Box 239
 Lockhart, Texas 78644
 T: (512) 376-2910

With a copy to: City Planner
PO Box 239
Lockhart, Texas 78644
T: (512) 376-2910

The Parties shall have the right 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, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 10.08 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 the ETJ Property.

Section 10.09 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; 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 10.10 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 10.11 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 10.12 Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, the prevailing Party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and reasonable attorneys' fees.

Section 10.13 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 Caldwell County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 10.14 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 10.15 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 10.16 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.

Section 10.17 Interpretation. Each of the Parties have 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 10.18 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 the ETJ Property is annexed and/or zoned. To the extent this Development Agreement or the Development Standards conflict with City Code, this Development Agreement and the Development Standards shall control.

Section 10.19 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within 10 business days after the occurrence of a force majeure (or such longer time as may reasonably be required due to the nature of the force majeure), the Party claiming the right to temporarily suspend its performance, shall give Notice to the other Parties affected by the delay in performance, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest reasonable time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

Section 10.20 Exhibits.

Exhibit "A" Description of the ETJ Property and Concept Plan

Exhibit "B" Memorandum of Agreement

EXECUTED in multiple counterparts, each of which shall constitute an original, this
_____ seventh day of February, 2017.

CITY:

CITY OF LOCKHART, a Texas home rule city

By: Lew White

Printed Name: Lew White

Title: Mayor

Date: 2-7-17

PRIMARY OWNER:

WALTON TEXAS, LP,
a Texas limited partnership,
in its capacity as an Owner of the Property
and in its capacity as operator and manager
on behalf of the Walton Individual 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: John Vick

Name: John Vick

Its: Vice President

{W0567171.14}

CONCEPT PLAN

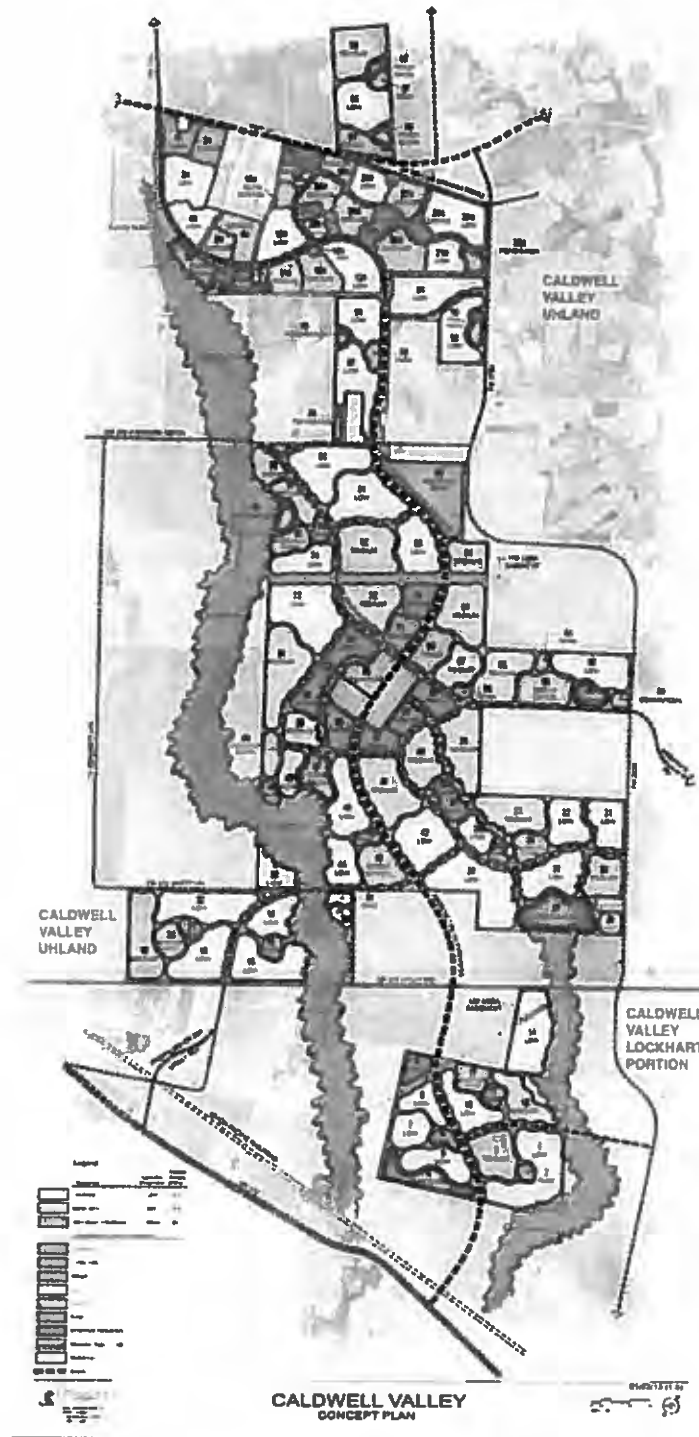


CALDWELL VALLEY

CONCEPT PLAN

EXHIBIT "E"

CALDWELL VALLEY OVERALL CONCEPTUAL LAND USE PLAN



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Discussion regarding Resolution 2025-05 requesting that the Texas Department of Transportation preserve the current configuration of highway striping along State Highway 142 from Medina Street to Blanco Street as part of the State Highway 142 Improvements Project.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On January 9, 2025, the Texas Department of Transportation (TxDOT) shared the 60% design plans with City Council related to an upcoming repaving project on SH142. Components of the paving project include restriping SH142 from Borchert Lane to Downtown and incorporating new 14' wide center turning lanes from Medina Street to Guadalupe Street, along with the traffic signal improvements and widening of Mockingbird Lane. During this council meeting no comments were received regarding the proposed center turning lanes. However, since the meeting, comments have been presented to councilmembers in regard to keeping the current configuration so that on-street parking would remain available from Medina Street to Guadalupe Street along SH142.

TxDOT recognizes that changes to traffic patterns may take time to get used to; however, the TxDOT's recommendation for the new center turning lanes was to improve safety along the highway system and were to be placed in an area where no additional roadway modification was going to be necessary to accommodate the center turning lanes. Alternatively, city staff discussed options where center turning lanes would only be made available at intersecting streets from Medina Street to Guadalupe Street, but TxDOT recommendation was to keep continuous turning lanes for the duration of Medina Street to Guadalupe Street and declined an option to only have turning lanes at street intersections. TxDOT has been made aware that there may be opposition to the proposed center turn lanes. If approved, Resolution 2025-05 will request preservation of the current configuration of highway striping on SH142 from Medina Street to Blanco Street will be submitted to TxDOT for its consideration. The project is expected to enter the bidding process in late 2025, with construction expected to begin in 2026.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Discretion of City Council.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-05, EXHIBITS, PAVEMENT STRIPING LAYOUT

RESOLUTION 2025-05

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION PRESERVE THE CURRENT CONFIGURATION OF HIGHWAY STRIPING ALONG TEXAS STATE HIGHWAY 142 FROM MEDINA STREET TO BLANCO STREET AS PART OF THE STATE HIGHWAY 142 IMPROVMENTS PROJECT

WHEREAS, Texas Transportation Code, Chapters 201 and 221, authorizes the State, through the Texas Department of Transportation (TxDOT) to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Texas State Highway 142 (SH 142) is part of the State Highway System, is located in the City of Lockhart, and is maintained by TxDOT; and

WHEREAS, in 2025 TxDOT will begin construction on the State Highway 142 Improvements Project (Project) beginning at Borchert Loop and ending at Church Street. The Project includes widening portions of SH 142, left turn and center lane installations, lane re-striping; and

WHEREAS, the City of Lockhart supports the Project and acknowledges the need for improvements to SH 142; and

WHEREAS, in order to maintain the current functionality of SH 142, the City of Lockhart requests TxDOT consider preserving the existing highway striping configuration for SH 142 beginning at Medina Street and ending at Blanco Street.

NOW THEREFORE, BE IT RESOVLED BY THE CITY COUNCIL OF THE OF CITY OF LOCKHART:

The City of Lockhart, acting through its governing body, the Lockhart City Council, hereby confirms its support for the State Highway 142 Improvements Project and requests that existing highway striping beginning at Medina Street and ending at Blanco Street is preserved to keep the current functionality of SH 142.

Approved this the 4th day of February, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

- LEGEND**
- SH142 MATCH EXSITING STRIPE
 - SH142 & MOCKINGBIRD LN WIDENING
 - SH142 3 LANE SECTION (CTL)

BEGIN 3 LANE SECTION:
ADDITION OF CENTER TURN LANE
200 FT EAST OF MEDINA ST TO GUADALUPE ST

END OF PROJECT:
CHURCH ST

BEGINNING OF PROJECT:
BORCHERT LP

SH142 & MOCKINGBIRD LANE LOCATION:
WIDENING & LEFT TURN LANE
INSTALLATION

DATE: \$DATES\$
FILE: \$FILES\$

\$TIMES\$

Austin District
Bastrop Area Office



LOCATION MAP

© 2025	CONT	SECT	JOB	HIGHWAY
	0384	01	024	SH142
	DIST	COUNTY		SHEET NO.
	AUS	CALDWELL		1



DATE: \$DATE\$
FILE: \$FILE\$

\$TIME\$

Austin District

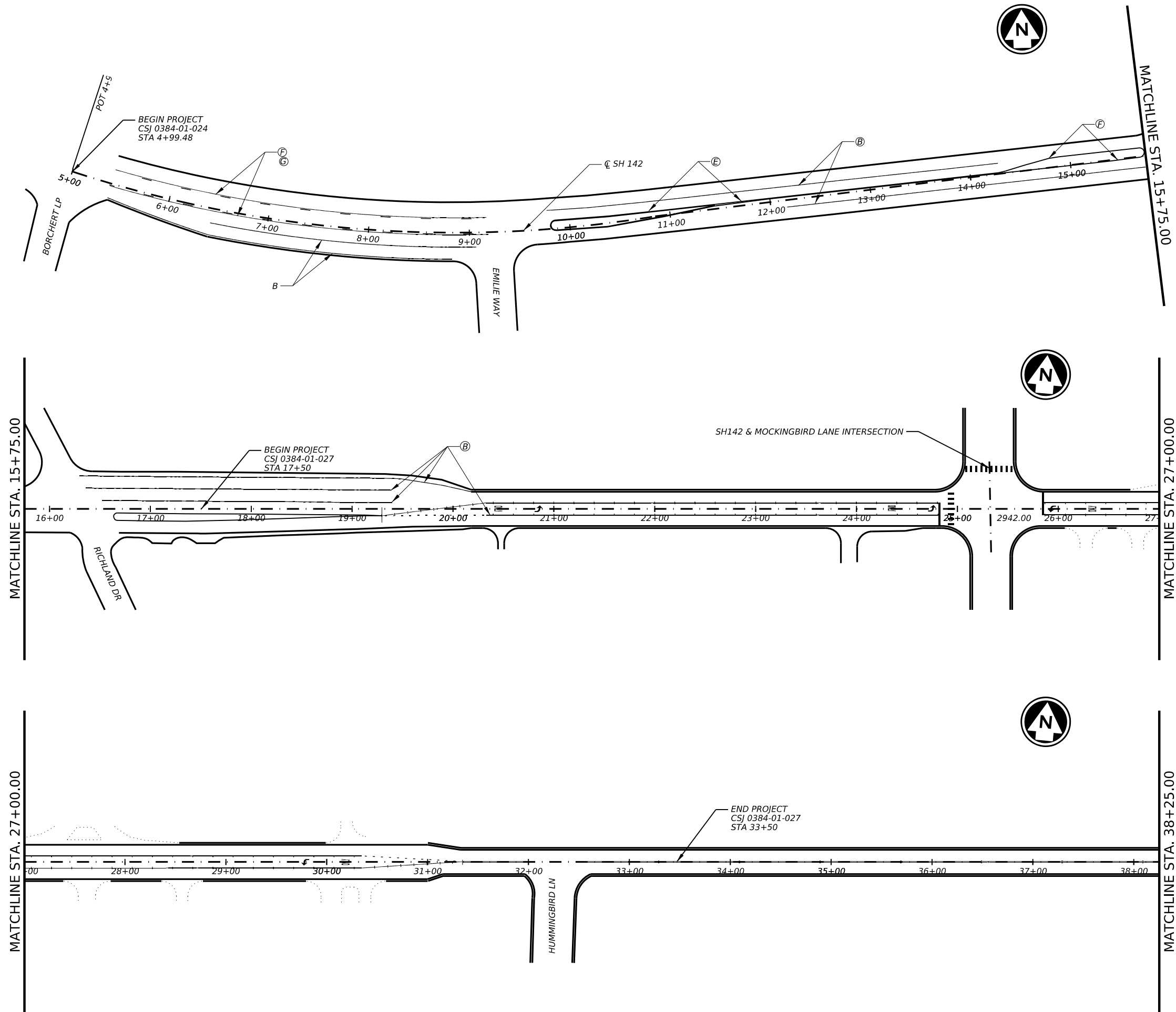
Bastrop Area Office

Texas Department of Transportation

SH142 &
MOCKINGBIRD LN
INTERSECTION

© 2025	CONT	SECT	JOB	HIGHWAY
	0384	01	024	SH142
	DIST		COUNTY	SHEET NO.
	AUS		CALDWELL	2

© 2024 Microsoft Corporation © 2024 Maxar © 2024 Esri © 2024 Swire © 2024 Garmin © 2024 TomTom



- A REFL PAV MRK (W) 6" (SLD)
- B REFL PAV MRK (W) 8" (SLD)
- C REFL PAV MRK (W) 12" (SLD)
- D REFL PAV MRK (W) 24" (SLD)
- E REFL PAV MRK (Y) 6" (DBL) (SLD)
- F REFL PAV MRK (Y) 6" (SLD)
- G REFL PAV MRK (Y) 6" (BRK)
- H REFL PAV MRKR (W) (ARROW)
- I REFL PAV MRKR (W) (DBL) (ARROW)
- J REFL PAV MRKR (W) (WORD)
- K REFL PAV MRKR TY II-A-A
- L REFL PAV MRKR TY I-C

NOTE:
REFL PAV MRKR TY I-C AND
REFL PAV MRKR TY II-A-A ARE
OMITTED FOR CLARITY. REFER TO
PM(2) & PM(3) FOR LOCATIONS,
SPACINGS, AND OTHER DETAILS.

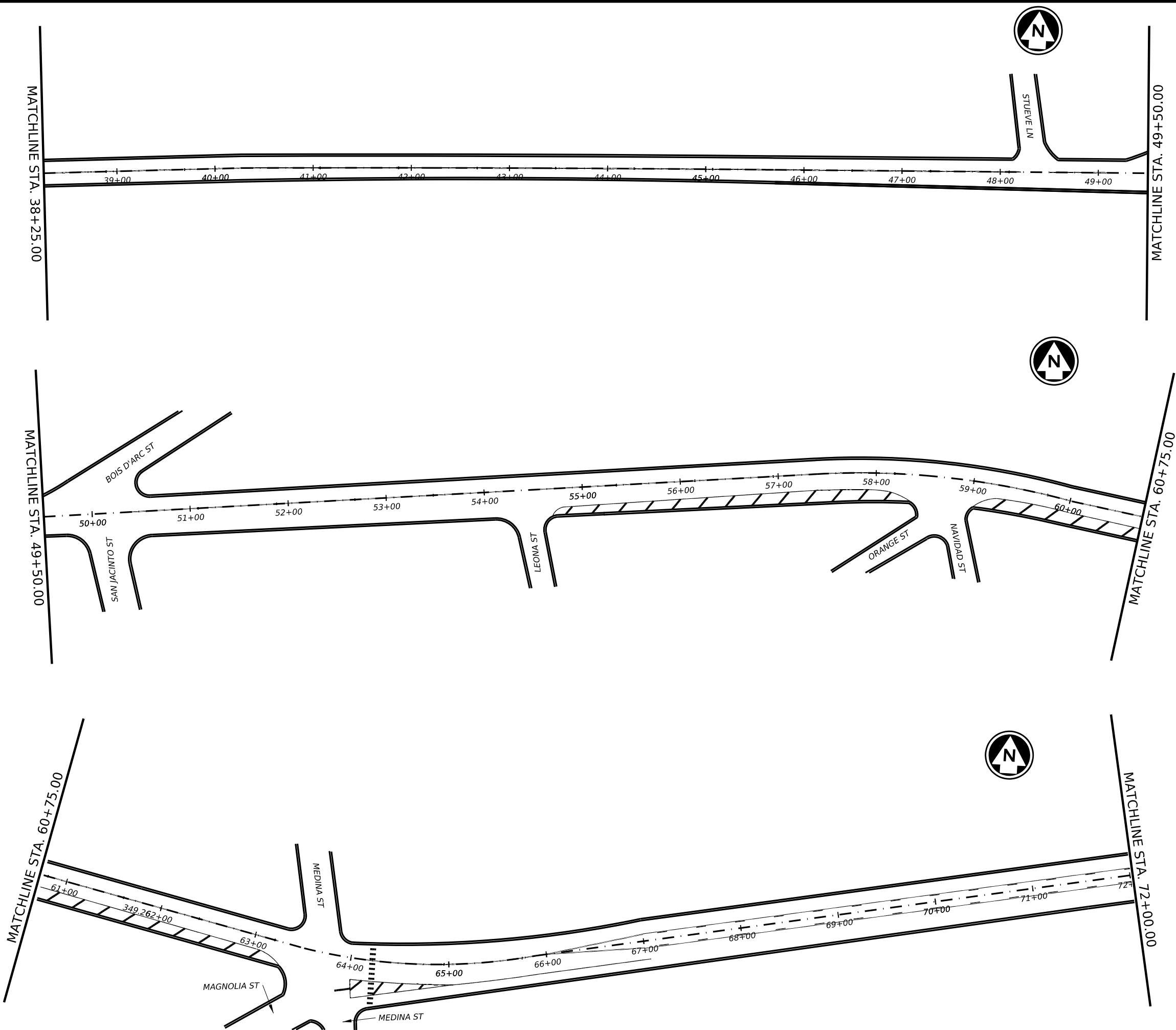
Texas Department of Transportation

\$ROADWAY NAME\$

PAVEMENT MARKING
LAYOUT

©TxDOT \$YEAR\$ SHEET 1 OF 3

CONT	SECT	JOB	HIGHWAY
\$C\$	\$S\$	\$J\$	\$HWY\$
DIST	COUNTY	SHEET NO.	
\$DST\$	\$CTY\$	\$AG\$	



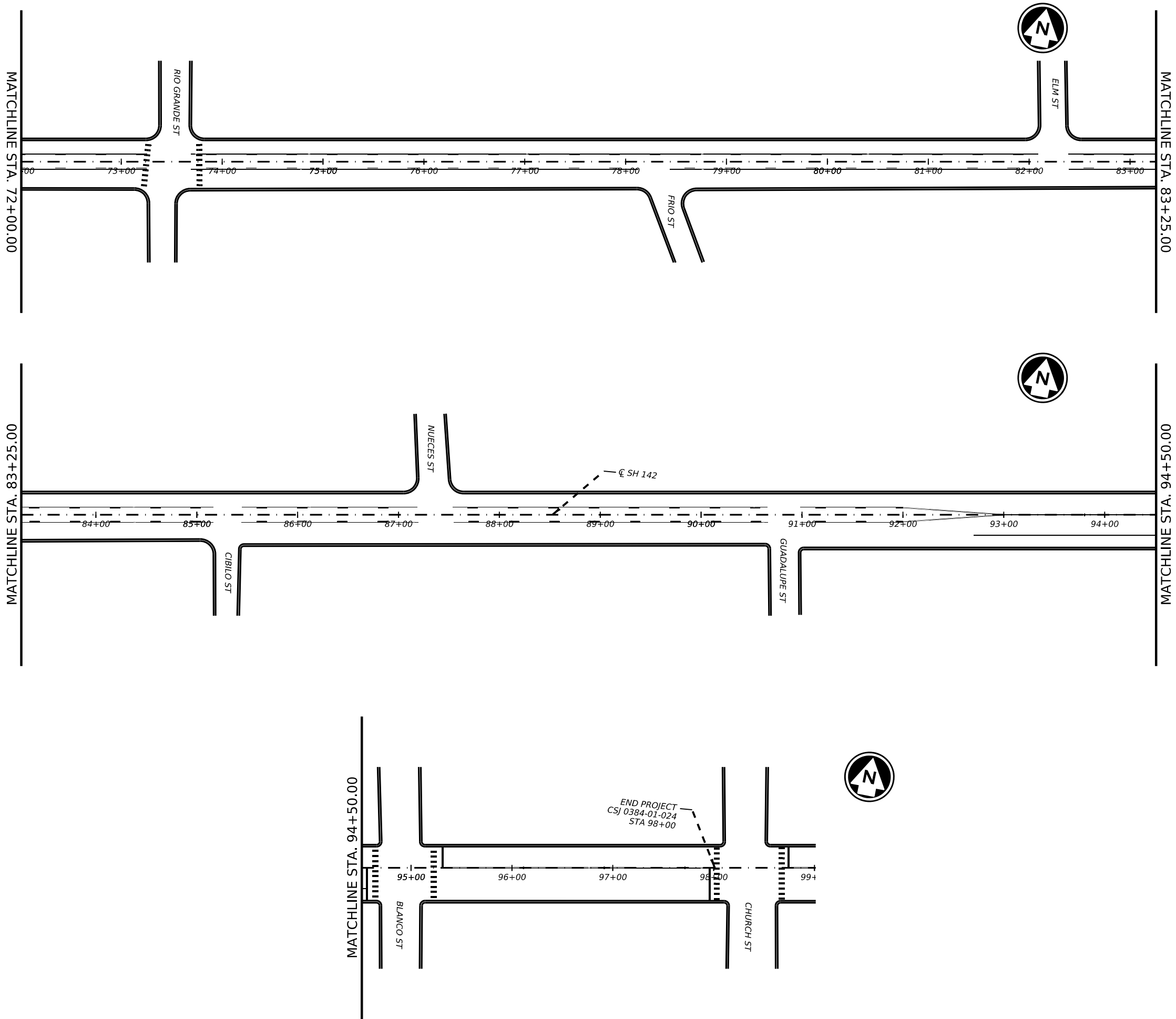
- Ⓐ REFL PAV MRK (W) 6" (SLD)
- Ⓑ REFL PAV MRK (W) 8" (SLD)
- Ⓒ REFL PAV MRK (W) 12" (SLD)
- Ⓓ REFL PAV MRK (W) 24" (SLD)
- Ⓔ REFL PAV MRK (Y) 6" (DBL) (SLD)
- Ⓕ REFL PAV MRK (Y) 6" (SLD)
- Ⓖ REFL PAV MRK (Y) 6" (BRK)
- Ⓗ REFL PAV MRKR (W) (ARROW)
- Ⓘ REFL PAV MRKR (W) (DBL) (ARROW)
- Ⓢ REFL PAV MRKR (W) (WORD)
- Ⓚ REFL PAV MRKR TY II-A-A
- Ⓛ REFL PAV MRKR TY I-C

NOTE:
REFL PAV MRKR TY I-C AND
REFL PAV MRKR TY II-A-A ARE
OMITTED FOR CLARITY. REFER TO
PM(2) & PM(3) FOR LOCATIONS,
SPACINGS, AND OTHER DETAILS.

\$ROADWAY NAME\$

PAVEMENT MARKING LAYOUT

©TXDOT \$YEAR\$		SHEET 2 OF 3	
CONT	SECT	JOB	HIGHWAY
\$C\$	\$S\$	\$J\$	\$HWY\$
DIST	COUNTY		SHEET NO.
\$D\$	\$CTY\$		\$AH\$



- Ⓐ REFL PAV MRK (W) 6" (SLD)
- Ⓑ REFL PAV MRK (W) 8" (SLD)
- Ⓒ REFL PAV MRK (W) 12" (SLD)
- Ⓓ REFL PAV MRK (W) 24" (SLD)
- Ⓔ REFL PAV MRK (Y) 6" (DBL) (SLD)
- Ⓕ REFL PAV MRK (Y) 6" (SLD)
- Ⓖ REFL PAV MRK (Y) 6" (BRK)
- Ⓗ REFL PAV MRKR (W) (ARROW)
- Ⓘ REFL PAV MRKR (W) (DBL) (ARROW)
- Ⓢ REFL PAV MRKR (W) (WORD)
- Ⓚ REFL PAV MRKR TY II-A-A
- Ⓛ REFL PAV MRKR TY I-C

NOTE:
REFL PAV MRKR TY I-C AND
REFL PAV MRKR TY II-A-A ARE
OMITTED FOR CLARITY. REFER TO
PM(2) & PM(3) FOR LOCATIONS,
SPACINGS, AND OTHER DETAILS.

\$ROADWAY NAME\$
PAVEMENT MARKING LAYOUT

©TxDOT \$YEAR\$		SHEET 2 OF 3	
CONT	SECT	JOB	HIGHWAY
\$C\$	\$S\$	\$/\$	\$HWY\$
DIST	COUNTY		SHEET NO.
\$DST\$	\$CTY\$		\$AI\$

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Discussion regarding Resolution 2025-06 approving an interlocal agreement with Caldwell County for Subdivision Regulation of Juniper Springs (Formerly Clearfork Ranch) Phases 9, 10, and 16 within the Extraterritorial Jurisdiction of the City of Lockhart, addressed as 3000 Borchert Loop.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This item is for the purpose of clarifying a revision to the Juniper Springs MUD Agreement to address a concern from Caldwell County regarding the assignment of review authority as the MUD develops. In the previous Amendment of the Consent Agreement, which City Council approved December 19, 2023, subdivision review authority was assigned solely to Caldwell County for Sections, 9, 10, and 16, which were outside of the Lockhart ETJ at the time of the amendment, while granting the City of Lockhart sole review authority for the portion of the MUD that was inside the City's ETJ at the time. As final plats for subdivisions within the MUD were submitted, County officials objected to the Amendment, stating it was passed without the County's review. The proposed interlocal agreement is designed to only affect the three sections that were not in the Lockhart ETJ at the time of the agreement, for which Caldwell County would have exclusive review authority. The ILA would terminate upon approval of all permits and other administrative requirements related to development of the three sections.

PROJECT SCHEDULE (if applicable): If the resolution is approved, it would also have to approved by the Caldwell County Commissioners Court.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: Lockhart City Council approved the Clear Fork Ranch MUD Consent Agreement on January 15, 2019. City Council approved an Amended Consent Agreement on December 19, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: None.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2025-06 creating an interlocal agreement regarding phases 9, 10, and 16 of the Juniper Springs MUD.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-06 approving ILA with the County for Juniper Springs, ILA for Juniper Springs_01.15.25 CLEAN, 2025-01-29 Juniper Springs ILA Exhibit A, 2025-01-29 Juniper Springs ILA Exhibit B

RESOLUTION NO. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH CALDWELL COUNTY FOR SUBDIVISION REGULATION OF JUNIPER SPRINGS (A.K.A. CLEARFORK RANCH) PHASES 9, 10, AND 16 WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LOCKHART, AUTHORIZING THE MAYOR TO SIGN ANY DOCUMENTS IN CONNECTION THEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code Section 791.011 authorizes local governmental entities to contract with one another to perform governmental services and functions; and

WHEREAS, Caldwell County ("County") and the City are currently parties to an Interlocal Agreement ("ILA") for Subdivision Regulation within the Extraterritorial Jurisdiction of the City dated May 11, 2021, that provides for joint review of all plats and construction plans within the statutory extraterritorial jurisdiction of the City; and

WHEREAS, the County and the City both entered into agreements with PHAU-Lockhart 450, LLC ("PHAU"), for the development of Juniper Springs, a master-planned single family residential development located in the City's extraterritorial jurisdiction (the County entered into an agreement in July 2022, and the City entered into Municipal Utility Consent Agreement in 2019 that was amended and executed in 2024); and

WHEREAS, the Parties desire to enter into this Agreement to better delineate the subdivision regulation for Juniper Springs,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby approves the Interlocal Agreement with Caldwell County for subdivision regulation of Juniper Springs (a.k.a. Clearfork Ranch) Phases 9, 10, and 16 within the extraterritorial jurisdiction of the City of Lockhart and authorizes the mayor to sign any documents in connection therewith.

SECTION 3. The City Council hereby finds, determines, and declares that the meeting at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 6. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, this 4th day of February 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

**AGREEMENT BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
SUBDIVISION REGULATION OF JUNIPER SPRINGS (AKA CLEARFORK RANCH) PHASES
9, 10, AND 16 WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF
LOCKHART**

THIS AGREEMENT (the "Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and the City of Lockhart, a municipal corporation of the State of Texas (hereinafter referred to as "CITY"). The CITY and the COUNTY are hereinafter collectively referred to as "the Parties" or "the Parties to this Agreement."

WHEREAS, Texas Government Code Section 791.011 authorizes local governmental entities to contract with one another to perform governmental services and functions; and

WHEREAS, the COUNTY and CITY are currently parties to an Interlocal Agreement ("ILA") for Subdivision Regulation within the Extraterritorial Jurisdiction of the CITY dated May 11, 2021, that provides for joint review of all plats and construction plans within the statutory extraterritorial jurisdiction of the CITY; and

WHEREAS, the COUNTY and the CITY both entered into agreements with PHAU-Lockhart 450, LLC ("PHAU"), for the development of Juniper Springs, a master-planned single family residential development located in the CITY's ETJ (the COUNTY entered into an agreement in July 2022, and the CITY entered into Municipal Utility Consent Agreement in 2019 that was amended and executed in 2024); and

WHEREAS, the property comprising Juniper Springs is more particularly described in Exhibit A ("Juniper Springs" or "Project"); and

WHEREAS, the Parties desire to enter into this Agreement to better delineate the subdivision regulation for Juniper Springs; and

WHEREAS, the ILA remains in place and is modified only as set forth below in this Agreement for subdivision regulation for Juniper Springs,

NOW THEREFORE, the COUNTY and CITY mutually agree as follows:

1. The Parties agree that all of the above-listed recitals are true and correct.
2. The COUNTY will have exclusive authority to review, process, and approve all development applications in the following areas of the Project: Phases 9 (65 lots), 10 (54 lots), and 16 (1 lot), as depicted on the updated lotting plan that is attached to this Agreement as Exhibit B and which is incorporated into the Agreement for all purposes..
3. This Agreement will terminate upon final review and approval of all necessary permits or other administrative requirements associated with development of Phases 9, 10, and 16 of the PROJECT.
4. This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement.

5. All notices regarding compliance with this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid. return receipt requested.

- a. Notices sent pursuant to this Agreement shall be sent to the Caldwell County Subdivision Coordinator's Office at the following address:

Caldwell County Sanitation Department 1700
FM 2720
Lockhart, Texas 78644

- b. Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

City Manager
City of Lockhart
P.O. Box 239
Lockhart TX 78644

With copy to:
City Planner
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

6. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

7. This Agreement constitutes the entire agreement between the COUNTY and the CITY between the COUNTY and the CITY with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

EXECUTED to be effective as of the date of the last signature below.

COUNTY:

By: _____
Hoppy Haden, Caldwell County Judge

Date: _____

CITY:

By: _____
Lew White, Mayor of Lockhart, Texas

Date: _____

**A METES AND BOUNDS
DESCRIPTION OF A
485.169 ACRE TRACT OF LAND**

BEING a 485.169 acre (21,133,969 square feet) tract of land situated in the J.B. Gray Survey, Abstract 116, and the W. House Survey, Abstract 15, Caldwell County, Texas; and being a portion of that certain 59.289 acre tract described in instrument to Jakovich Interest LLC in Document No. 2022-000879 of the Official Public Records of Caldwell County, further being all of that

- certain 316.436 acre tract described in instrument to Phau – Lockhart 450 LLC recorded in Document No. 2021-005590 of the Official Public Records of Caldwell County;
- certain 133.1 acre tract described in instrument to Clark R. and Anne J. William recorded in Document No. 122818 of the Official Public Records of Caldwell County;
- certain called 0.5165 acre tract described in instrument to Maya Ingram recorded in Document No. 2019-004315, described in instrument to John Casey Roy recorded in Document No. 2019-004310, described in instrument to Rene Abrego Roy recorded in Document No. 2019-004312, described in instrument to Danielle Benson recorded in Document No. 2019-004314, and described in instrument to Michelle Wittenburg recorded in Document No. 2019006266 all of the Official Public Records of Caldwell County; and being more particularly described as follows:

BEGINNING at a 2-inch metal post found on the northeasterly right of way line of County Road 108 (Borcher loop) (width varies) marking the south corner of the said 316.436 acre tract, and the western-most corner of that certain 59.289 acre tract described in instrument to Jakovich Interest LLC, recorded in Document No. 2022-000879 of the of the Official Public Records of Caldwell County;

THENCE, along the said northeasterly right of way line of County Road 108 (Borcher Loop) the following two (2) courses and distances:

1. North 31°42'12" West, 831.96 feet to a 60D nail found in a wood post for corner;
2. North 31°09'41" West, 1784.12 feet to a rail road tie corner post found marking the west corner of said 316.436 acre tract and the south corner of that certain 133.1 acre tract described in instrument to William R. Clark and Anne J. Clark recorded in Document No. 122818 of the Official Public Records of Caldwell County;
3. North 31°45'04" West, 2080.69 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of State Highway 142 (width varies) marking the west corner of said 133.1 acre tract;

THENCE, along the said southeasterly right of way line of State Highway 142 the following four (4) courses and distances:

1. North 77°29'15" East, 403.50 feet to a brass disk in concrete (TxDOT Type 2 monument) found for corner;
2. North 77°35'36" East, 614.53 feet to a brass disk in concrete (TxDOT Type 2 monument) found for a point of curvature;
3. in a northeasterly direction, along a tangent curve to the left, a central angle of 16°47'34", a radius of 1979.86 feet, a chord bearing and distance of North 69°11'50" East, 578.20 feet, and a total arc length of 580.27 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of tangency;
4. North 60°48'03" East, 72.48 feet to a point for corner, on the southwesterly line of that certain 2.04 acre tract described in instrument to the State of Texas recorded in Volume 211, Page 501 of the Deed Records of Caldwell County, and marking the southeast corner of that certain 1.148 acre tract (Part 2) described in instrument to the State of Texas recorded in Volume 111, Page

272 of the Official Public Records of Caldwell County, and from which a 1/2-inch iron rod (bent) found bears: South 48°25'08" East, 0.20 feet;

THENCE, along the southwesterly, southeasterly, and northeasterly lines of said 2.04 acre tract the following four (4) courses and distances:

1. South 48°25'08" East, 243.37 feet to a concrete monument (TxDOT Type 1) found marking the south corner of said 2.04 acre tract for corner;
2. North 61°06'51" East, 199.72 feet to a concrete monument (TxDOT Type 1) found marking the southeast corner of said 2.04 acre tract for corner;
3. North 11°21'22" East, 159.62 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the east corner of said 2.04 acre tract for corner;
4. North 65°23'10" West, 135.83 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of said State Highway 142 marking the southwest corner of that certain 1.553 acre tract (Part 1) described in aforesaid instrument to the State of Texas;

THENCE, along the said southeasterly right of way line of State Highway 142 the following three (3) courses and distances:

1. North 60°48'30" East, 73.56 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 30°17'19", a radius of 1839.85 feet, a chord bearing and distance of North 75°57'11" East, 961.33 feet, and a total arc length of 972.61 feet to a brass disk in concrete (TxDOT Type 2 monument) found at a point of tangency;
3. South 88°54'09" East, 1200.54 feet to a brass disk in concrete (TxDOT Type 2 monument) found marking the northeast corner of said 133.1 acre tract, and the northwest corner of that certain 55.627 acre tract described in instrument to Charles D. and Jane Spillmann recorded in Document No. 2016-004753 of the Official Public Records of Caldwell County;

THENCE, along the southwesterly, and northwesterly lines of said 55.627 acre tract the following five (5) courses and distances:

1. South 31°07'22" East, 708.49 feet to a wood post found marking the east corner of said 133.1 acre tract;
2. South 58°52'53" West, 114.97 feet to a 1/2-inch iron rod with plastic cap "UNREADABLE" found for corner;
3. South 55°23'01" West, 17.64 feet to a "T" post in rock mound found marking a westerly corner of said 55.627 acre tract;
4. South 31°47'47" East, 1102.97 feet to a "T" post found in a 2-inch iron pipe in a rock mound marking the south corner of said 55.627 acre tract;
5. North 59°08'09" East, 2443.75 feet to a 12-inch wood post found on the southwesterly line of that certain 17.18 acre tract (first tract) described in instrument to Kenneth G. Willenberg recorded in Document No. 2015-001132 of the Official Public Records of Caldwell County;

THENCE, along the southwesterly and southeasterly line of said 17.18 acre tract the following two (2) courses and distances:

1. South 32°06'46" East, 654.15 feet to a 2-inch metal post found marking the south corner of said 17.18 acre tract;
2. North 59°21'32" East, 262.39 feet to a 2-inch metal post found marking the west corner of that certain 14.6 acre tract (second tract) described in said instrument to Kenneth G. Willenberg;

THENCE, South 30°58'48" East, 850.02 feet to a 2-inch metal post found on the northwesterly line of that certain 45.489 acre tract described in instrument to Kyle R. and Rudolph E. Schroeder recorded in Document No. 2016-000084 of the Official Public Records of Caldwell County, marking the east corner of aforesaid 316.436 acre tract and the south corner of said 14.6 acre tract;

THENCE, South 58°49'37" West, 2283.22 feet along the southeasterly line of aforesaid 316.436 acre tract to a cotton spindle in a 3/4-inch iron pipe found marking the west corner of said 45.489 acre tract and the north corner of said 59.289 acre tract;

THENCE, South 31°48'12" East, 633.97 feet along the common line of said 59.289 acre tracts and said 45.489 acre tract to a metal fence post found on the northwesterly line of that certain 46.401 acre tract described in the partition deed to Rudolph E. Schroeder recorded in Document No. 2015-005802 of the Official Public Records of Caldwell County, and marking the east corner of said 59.289 acre tract and the south corner of said 45.489 acre tract;

THENCE, South 59°04'39" West, 2248.07 feet along the southeasterly line of said 59.289 acre tract to a 2" steel fence post found marking the most north-northwest corner of that certain 23.849 acre tract described in instrument to Kevin Dwane Schnautz recorded in Document No. 2015-005803 of the Official Public Records of Caldwell County;

THENCE, North 31°05'36" West, 627.22 feet crossing said 59.289 acre tract to a 1/2-inch iron rod with plastic cap stamped "KHA" set on the southeasterly line of aforesaid 316.436 acre tract, and the northwesterly line of said 59.289 acre tract;

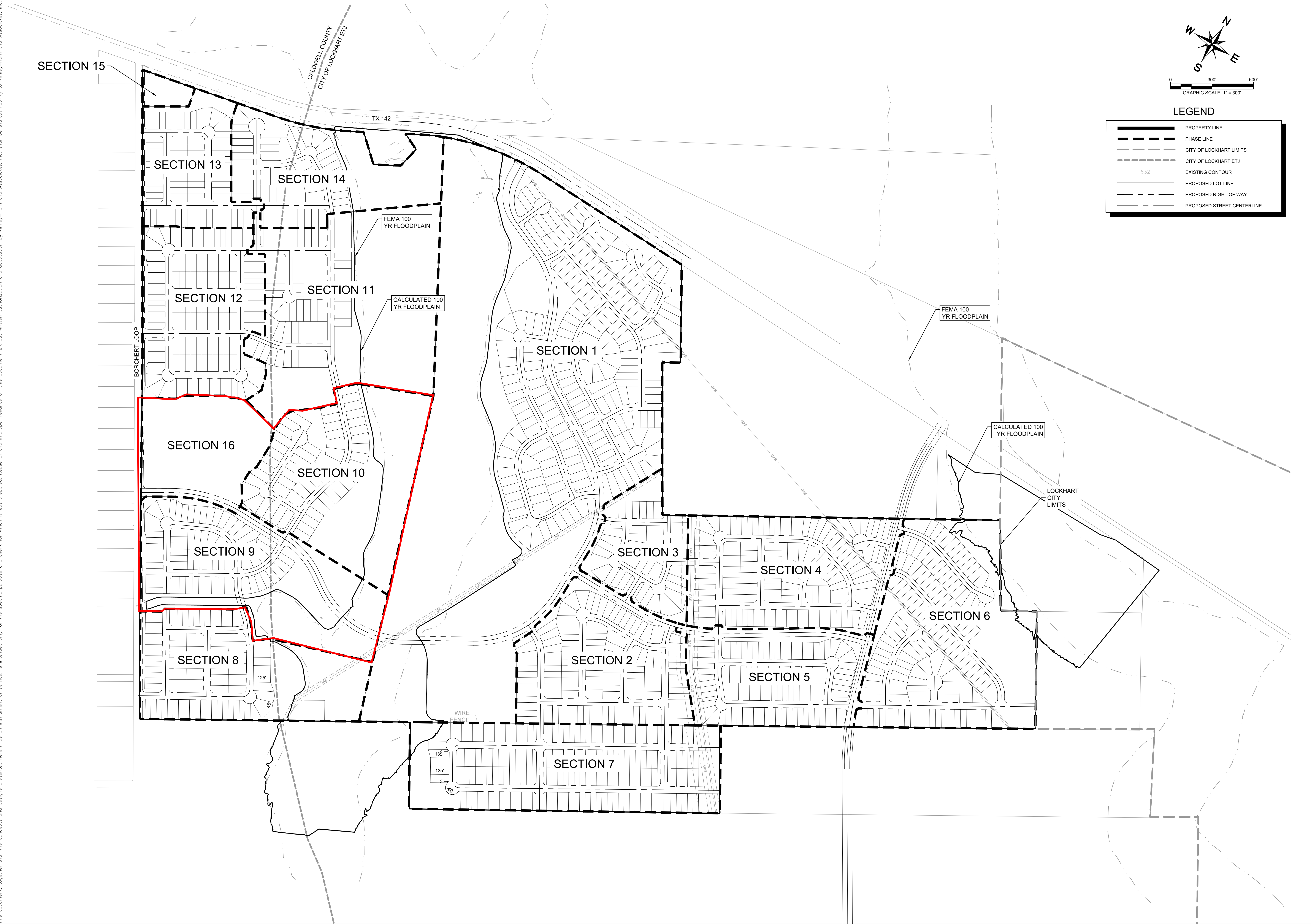
THENCE, along the southeasterly line of aforesaid 316.436 acre tract the following three (3) courses and distances:

1. South 58°54'24" West, 620.36 feet to a 1/2-inch iron rod with cap stamped "HARPER" marking the east corner of said 0.5165 acre tract;
2. South 58°54'24" West, 150.00 feet to a 1/2-inch iron rod with cap stamped "HARPER" marking the south corner of said 0.5165 acre tract;
3. South 58°54'24" West, 1186.55 feet along the southeasterly line of aforesaid 316.436 acre tract to the **POINT OF BEGINNING** and containing 485.169 acres of land in Caldwell County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System, South Central Zone (FIPS 4204) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the Surface. To convert Surface distances to Grid apply the Surface to Grid Scale Factor of 0.9998858382. The unit of linear measurement is U.S. Survey Feet. This description was generated on 7/21/2022 at 12:27 PM, based on geometry in the drawing file K:\SNA_Survey\PERRY HOMES CLEAR FORK RANCH\068725500-CLEAR FORK RANCH\DWG\Exhibits\B-CLEAR FORK RANCH.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

John G. Mosier 8-2-22
John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com



Plotted By: Joaman, Rena Date: August 07, 2023 06:18:55pm File Path: K:\AUS_Civil\069294700 - Juniper Springs\Sub\069294700 - Juniper Springs\Sub\069294700 - Preliminary\Plat.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Review of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



JUNIPER SPRINGS SUBDIVISION PRELIMINARY PLAT & SUBDIVISION DEVELOPMENT PLAN CITY OF LOCKHART ETJ CALDWELL COUNTY, TEXAS	OVERALL PRELIMINARY PLAT	KHA PROJECT 069294700 DATE JULY 2023 SCALE: AS SHOWN DESIGNED BY: JAP DRAWN BY: JAP CHECKED BY: JAP	 8/7/23	 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928	No.	REVISIONS	DATE	BY

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and consider approval of Ordinance 2025-03, annexing 84.981 acres out of the John A. Neill Survey, Abstract 20, Caldwell County, Texas, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: NOTE: The applicant has requested this public hearing be postponed until the March 18th City Council meeting.

This item is the rescheduled public hearing for the annexation of nearly 85 acres south of Seawillow Section One subdivision, located east of the intersection of FM1322 and Centerpoint Road. The hearing had originally been scheduled for December 17, 2024, but was postponed at the applicant's request. The intended land use on the site is single-family residential. Although the property will be assigned an initial zoning of AO Agricultural-Open Space District, the next item on the agenda will be the public hearing regarding the proposed zoning of the property to RMD Residential Medium Density District. The property is currently located in the CCN for Aqua Texas Water. The applicant plans to petition to leave the Aqua CCN to allow connection to City water and wastewater services, both of which will require extension to reach the property.

In addition to the petition materials, the ordinance contains the annexation service agreement for the property. Most notably, the service agreement reflects that the property is not currently in the City water CCN and would require a release from the current CCN to facilitate City water service. The annexation service agreement has also been updated to reflect the adoption of the Lockhart Looking Forward Comprehensive Plan in November 2024.

PROJECT SCHEDULE (if applicable): Notice of the public hearing was placed in the Lockhart Post-Register in the November 27, 2024 edition. Notice of the hearing has been continuously posted on the City website since November 27. Letters were also sent to the required utilities and public entities the same day.

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2024-30 on November 19, 2024 setting the date of the public hearing for the annexation.

COMMITTEE/BOARD/COMMISSION ACTION: None.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2025-03, annexing 84.981 acres located east of the intersection of FM 1322 and Centerpoint Road

LIST OF SUPPORTING DOCUMENTS: Sendero Annexation Ordinance 2025-03, Ord 2025-03 Sendero Annexation ordinance exhibits A-C, Ord. 2025-03 Exhibit D Sendero Annexation Service plan 12.17.24, Sendero Annexation Map

ORDINANCE NO. 2025-03

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF LOCKHART, TEXAS, BY ANNEXATION OF CERTAIN TERRITORY, BEING APPROXIMATELY 84.981 ACRES OF LAND LOCATED IN CALDWELL COUNTY, TEXAS, AS DESCRIBED IN EXHIBIT "B" AND AS DEPICTED IN EXHIBIT "C", DESCRIBED AS 84.981 ACRES OF LAND, MORE OR LESS, OUT OF THE JOHN A. NEIL SURVEY, ABSTRACT NUMBER 20, CALDWELL COUNTY, TEXAS; DIRECTING THE CITY SECRETARY TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH CERTAIN AUTHORITIES; DIRECTING THAT THE MAP OF THE CITY BOUNDARIES AND EXTRATERRITORIAL JURISDICTION BE UPDATED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR APPROVAL OF THE ANNEXATION SERVICE AGREEMENT FOR THE ANNEXED PROPERTY; GRANTING TO SAID ANNEXED PROPERTY AND ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING; AND EFFECTIVE DATE.

WHEREAS, Section 43.0671 of the Texas Local Government Code additionally authorizes a City to annex an area if each owner of the land in the area requests the annexation; and

WHEREAS, in accordance with the Annexation Petition dated September 23, 2024, attached hereto as Exhibit "A", and incorporated herein for all purposes, the landowner of the property has voluntarily requested and consented to the annexation of the Property; and

WHEREAS, the Property is adjacent to and contiguous to the boundaries of the City; and

WHEREAS, an Annexation Service Agreement for the territory to be annexed has been negotiated and approved by the Landowner and is hereby approved by the City Council as required by Sec. 43.0672 of the Texas Local Government Code, a copy of which Service Agreement, is attached hereto as Exhibit "D"; and

WHEREAS, notices were provided and the public hearing was held in accordance with state law regarding the annexation of the subject Property at which time persons interested in the annexation were given the opportunity to be heard; and

WHEREAS, the territory is exempt from the municipal annexation plan requirements; and

WHEREAS, the Property is within the City's extraterritorial jurisdiction and the Property is not within the extraterritorial jurisdiction or corporate limits of any other city; and

WHEREAS, the City Council is of the opinion that annexing the subject Property is in the best interest of the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

SECTION 1. PREAMBLE. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Lockhart and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. ANNEXATION. That the Property described as approximately 84.981 acres of land, Caldwell County, Texas, described in Exhibit "B" and depicted in Exhibit "C" attached hereto, and incorporated herein for all purposes, is hereby annexed into the City of Lockhart, Caldwell County, Texas, and that the corporate limits of the City of Lockhart shall be and the same are hereby extended to include the Property within the territorial limits of said City, and said Property and the present and future inhabitants thereof shall hereafter be entitled to all rights and privileges of citizens of Lockhart, Texas, and shall be bound by the provisions of all ordinances and codification of ordinances of said City.

SECTION 3. ANNEXATION SERVICE AGREEMENT. An Annexation Service Agreement, attached hereto as Exhibit "D", and incorporated herein for all purposes, between the City and the Landowner for the Property is hereby approved and the Mayor is authorized to execute same.

SECTION 4. FILING OF ORDINANCE. That the City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Caldwell County, Texas, the Voting Registrar of Caldwell County, the Caldwell County Appraisal District, the Secretary of the State of Texas, and the Comptroller of the State of Texas in the manner required by law.

SECTION 5. MAPS. That the Official Map showing the boundaries of the City and its extraterritorial jurisdiction shall be immediately updated to include the Annexed Property and the map shall be annotated to show the date of the annexation and the number of the annexation ordinance.

SECTION 6. SEVERABILITY. That if any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7. REPEALER CLAUSE. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

SECTION 8. NOTICE AND MEETING CLAUSE. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval.

Passed and Approved: _____, 2025

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford Bullock, City Attorney

EXHIBIT "A"

September 23, 2024

Via Electronic Mail

Steve Lewis
City Manager
308 W. San Antonio St.
Lockhart, TX 78644

RE: Annexation Request for 85 acres of land in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, as more particularly described in Exhibit "A" attached hereto (the "**Property**")

Dear Mr. Lewis:

As owner of the above-described Property (the "Owner"), we respectfully submit this request for full-purpose annexation of the Property into the corporate limits of the City of Lockhart, Texas, to allow development of the Property as a single family residential community. A Zoning Change Application for Residential Medium Density (RMD) zoning district is being filed simultaneously herewith.

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

Sincerely,


Steven Victor (Sep 23, 2024 15:14 CDT)

Steven L. Victor
Blackjack Block II, LLC

EXHIBIT "B"

LEGAL DESCRIPTION OF LAND

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the JOHN A. NEILL SURVEY A-20 and also being a part of a tract of land called 254.813 acres and conveyed to William R. Clark et ux by deed recorded in Instrument #132443 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 85.000 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-005533 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the SW corner of the above mentioned 254.813 acre tract and the SW corner of the above mentioned 85.000 acre tract and the NE line of Center Point Road (County Road #211) and the apparent NW corner of a tract of land called 82.278 acres and conveyed to Tom Blackwell Family Partners LP et al by deed recorded in Instrument #126410 of the said Official Records for the SW corner this tract.

THENCE with the West line of the said 254.813 acre tract and the West line of the said 85.000 acre tract and the East lines of Center Point Road and Farm to Market #1322 for the following Three (3) courses:

1) N 30 degrees 58 minutes 05 seconds W 1570.83 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the PC of a curve.

2) With a curve turning to the left having a radius of 2907.19 feet and arc length of 210.56 feet and the chord of which bears N 28 degrees 42 minutes 34 seconds W 210.52 feet to a concrete monument found used for basis of bearing for the PT of the said curve.

3) N 30 degrees 58 minutes 00 seconds W 777.51 feet to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the NW corner of the said 85.000 acre tract for the NW corner this tract and from which point a capped iron pin found (Stamped "HINKLE SURVEYORS") used for basis of bearing bears N 30 degrees 58 minutes 00 seconds W 5018.08 feet.

THENCE N 79 degrees 31 minutes 17 seconds E over and across the said 254.813 acre tract and with the North line of the said 85.000 acre tract 1579.86 to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the East line of the said 254.813 acre tract and the NE corner of the said 85.000 acre tract and the apparent West line of a tract of land called 358.536 acres and conveyed to David Acevedo et al by deed recorded in Volume 209 Page 425 of the said Official Public Records for NE corner this tract.

THENCE S 29 degrees 09 minutes 39 seconds E with the East line of the said 254.813 acre tract and the East line of the said 85.000 acre tract and the apparent West line of the above mentioned 358.536 acre tract 2533.21 feet to a 3/4" iron pipe found in the SE corner of the said 254.813 acre tract and the SE corner of the said 85.000 acre tract and the apparent North line of the above mentioned 82.278 acre tract for the SE corner this tract.

THENCE S 79 degrees 31 minutes 17 seconds W with the South line of the said 254.813 acre tract and the South line of the said 85.000 acre tract and the apparent North line of the said 82.278 acre tract 1503.45 feet to the PLACE OF BEGINNING containing 85.000 acres of land or 3702600 sq ft of land more or less.

ORDINANCE EXHIBIT “D”

CITY OF LOCKHART SERVICE AGREEMENT FOR SENDERO ANNEXATION - 2024

WHEREAS, the City of Lockhart, Texas (the “City”) has instituted annexation proceedings for the land described in Exhibit “A”, attached hereto (referred to herein as the “Annexed Property”); and,

WHEREAS, Chapter 43, Texas Local Government Code, (referred to herein as “TLGC”) requires a service plan agreement between the Landowner and the City adopted with, or prior to, the annexation ordinance;

NOW, THEREFORE, by execution hereof, the City and the Landowner agree to the Annexation Services set out herein for the Annexed Property on the date of annexation:

1. Intent

As used in this Agreement, *providing services* includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and Landowner participation in accordance with applicable City ordinances. Provided however, that nothing in this Service Plan Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

The City shall provide the Annexed Property or cause the Annexed Property to be provided with services in accordance with this Agreement. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other agencies to provide such services, in whole or in part. The parties acknowledge and agree that it is not the intent of this Agreement to create any vested rights to develop the Annexed Property, until such time that development of the Annexed Property is commenced as evidenced by the submittal of one or more complete development applications in accordance with the City’s Code of Ordinances.

2. Police, EMS, and animal control

Immediately upon annexation, City of Lockhart Police will provide regular and routine patrols in the area as part of its overall patrol activities, and will respond to any calls for assistance. Similarly, Emergency Medical Services will be provided by the City and Caldwell County Emergency Services District No. 5 and animal control services will be provided by the City . The Bufkin Lane EMS station is the closest to and has the most direct access to this annexation area. No additional personnel or equipment is anticipated as a result of this annexation.

3. Fire protection

Immediately upon annexation, the Lockhart Fire Department will provide fire suppression service from Fire Station No. 1, located at 201 W. Market St. Fire prevention activities, including subdivision/building plan review and fire inspections of structures, will be provided by the City, or a firm contracted by the City. Although no additional personnel or equipment is anticipated as a result of this annexation, the pace of future development will determine the need for a fire substation in the southeast part of the city.

4. Solid waste collection

Immediately upon annexation, refuse collection and voluntary household curbside recycling will be provided by the City in accordance with the rates and conditions of the Lockhart City Code. Recycling is also available at the City's voluntary drop-off center located at 110 N. Brazos St. No additional personnel or equipment is anticipated as a result of this annexation.

5. Water facilities

The closest City water mains are a 12-inch line along FM 1322 that is being connected to the Summerside Subdivision on the west side of FM 1322. The Annexed Property is adjacent to, but not within, the City's water service jurisdiction. It will be the Landowner or developer's responsibility to obtain a release from the water CCN in which the annexed property is located to allow the provision of City water to the site and addition to the City's CCN. Water line extensions are the responsibility of the Landowner or developer desiring service, in accordance with the City's subdivision regulations, water facility construction standards, and utility extension policy. The City of Lockhart will maintain any new public water facilities that are not in the service area of another utility, in accordance with standard City maintenance procedures.

6. Wastewater facilities.

The Annexed Property will be served by the City's centralized sanitary wastewater system which is not currently available to the Annexed Property. The cost of extending such centralized wastewater service to the Annexed Property shall be the Landowner's responsibility in accordance with the City's Utility Extension Ordinance, unless the city and the landowner agree to alternative arrangements. However, should the extension of such centralized wastewater system result in the City's oversizing of the wastewater system to serve properties outside of the Annexed Property or, in the event that the installation or construction of sewer system facilities will benefit the overall performance of the City's wastewater system to properties located outside of the Annexed Property, the Landowner's share shall be determined on a pro-rata basis and shall be limited to costs associated with the extension of the wastewater service to the Annexed Property. The City of Lockhart will maintain any wastewater facilities serving the Annexed Property in accordance with standard City maintenance procedures and the Code of Ordinances.

7. Electric service and street lighting

The Annexed Property is not within the City's jurisdiction for electric service. Electric service is provided by Bluebonnet Electric Cooperative.

8. Streets and drainage

Access to the Annexed Property is currently provided by FM 1322. Immediately upon annexation, street and drainage facility and public rights-of-way maintenance will be performed by the Lockhart Public Works Department in accordance with standard City maintenance procedures for streets located within the subject area that are not under the jurisdiction of the State. Construction of new streets and drainage facilities is the responsibility of the Landowner or developer desiring them, in accordance with the City's subdivision regulations and street and drainage facility construction standards.

9. Traffic control

Immediately upon annexation, the City of Lockhart will maintain street name signs, traffic control devices, and other required traffic system design improvements for any new public streets in the Annexed Property.

10. Parks and recreation

Immediately upon annexation, Lockhart Parks and Recreation Department facilities and services, including the use of any and all public parks, will be available to residents of the Annexed Property. There are currently no City parks or recreation facilities in the subject Annexed Property. Dedication of land, or payment of a fee-in-lieu-of land dedication, for new parkland is the responsibility of the Landowner at the time of land development in accordance with the City's subdivision regulations. Construction of park improvements on the dedicated land, and maintenance thereafter, will be in accordance with the standards of the Lockhart subdivision regulations unless otherwise negotiated with the Landowner or developer.

11. Public Library

Immediately upon annexation, all residents of the subject Annexed Property will be eligible for library services available to Lockhart citizens at the Lockhart Public Library.

12. Planning and zoning

Immediately upon annexation, the Annexed Property will be zoned "AO" Agricultural–Open Space District, in accordance with the City of Lockhart zoning ordinance. Any other zoning classification for specific parcels may be subsequently requested by individual property owners in accordance with the standard City application, notification, and public hearing procedures.

The Lockhart Looking Forward Comprehensive Plan adopted in 2024 shows the property as located in the Seawillow District. Land use decisions regarding the parcel will be subject to consistency with the mix of land uses listed as appropriate within the Seawillow District. The land use plan also indicates a future collector street passing along the southern boundary of the annexation area. All services of the Lockhart Planning Department will be available to residents and owners of annexed Property.

13. Building inspection and code enforcement

Immediately upon annexation, the City of Lockhart Building Inspection Division, or a firm contracted by the City, will enforce the adopted building and nuisance codes within the Annexed Property. This includes consultation with developers, plan review, and on-site inspections for construction activity, as well as investigation of complaints and prosecution of code violations related to buildings, property maintenance, and other health and safety hazards or nuisances.

14. Environmental health code services

Immediately upon annexation, the City of Lockhart Health Officer will enforce the City's food-handler and other adopted health regulations within the Annexed Property area. This includes regular inspections as well as investigation of complaints and prosecution of violations.

15. Floodplain management

Immediately upon annexation, floodplain management will be in accordance with FEMA and City of Lockhart flood hazard regulations. There are no identified 100-year floodplains in the Annexed Property.

16. Miscellaneous municipal facilities and services

Should any other municipal facilities, buildings, or services be constructed or located within the subject area subsequent to annexation, all required operation or maintenance will be provided by the appropriate City department.

17. Term and Effective Date

This agreement shall be effective on the date the Annexed Property is annexed by the City. This Annexation Services Agreement shall be valid for a term of ten (10) years.

CITY OF LOCKHART

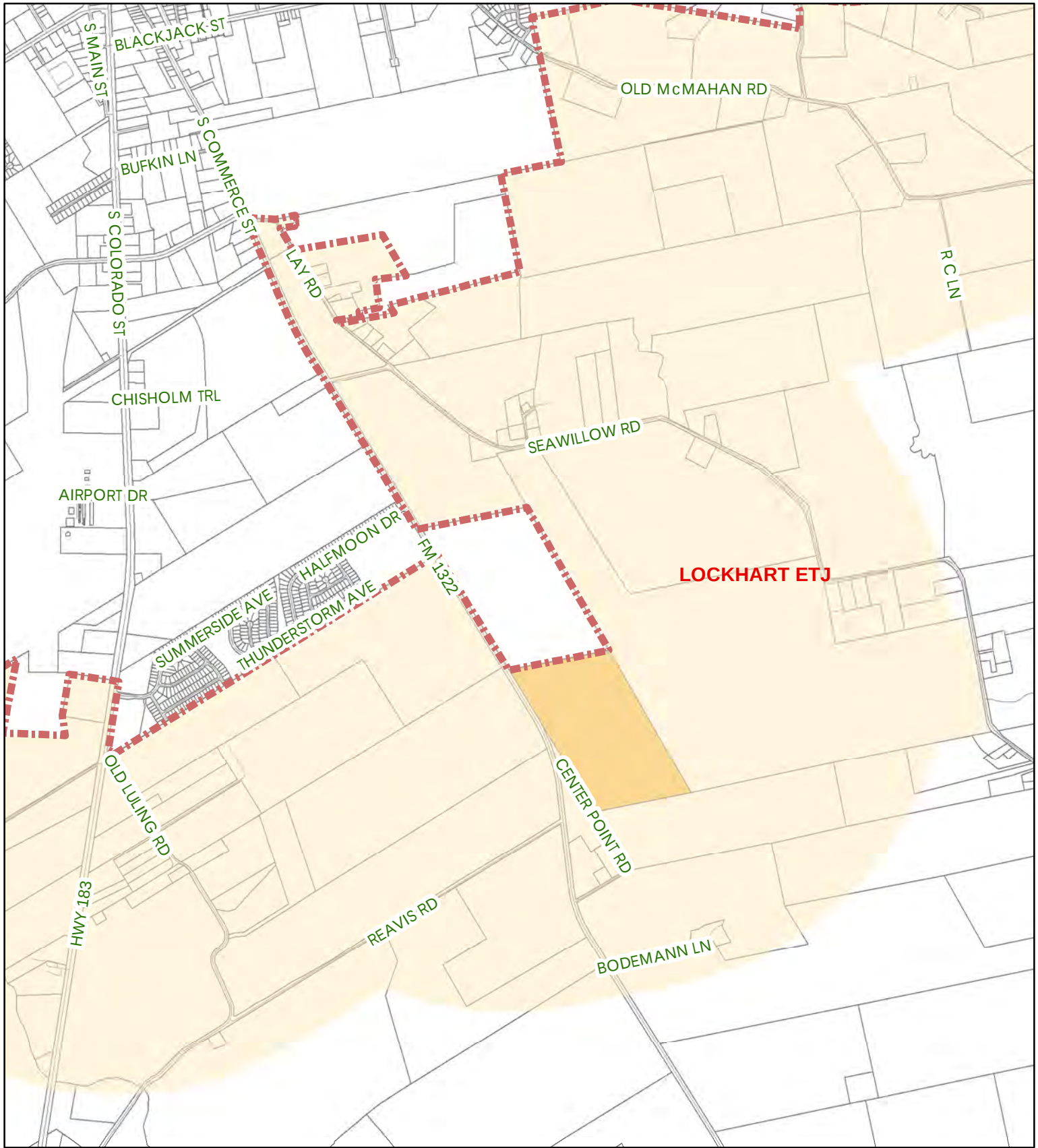
Lew White, Mayor

Date: _____

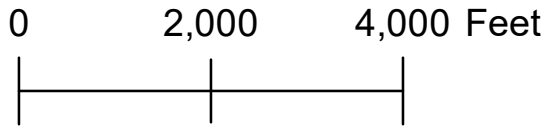
LANDOWNER

By:

Date: _____



CITY OF
Lockhart
TEXAS



Map Legend

-  SENDERO ANNEXATION
-  PARCEL BOUNDARY
-  LOCKHART ETJ
-  LOCKHART CITY LIMITS

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-24-08 by Talley J. Williams on behalf of Blackjack Block, LLC and discussion and/or action on Ordinance 2025-04 for a **Zoning Change** from AO Agricultural-Open Space District to RMD Residential Medium Density District on 84.981 acres in the John A. Neill Survey, Abstract No. 20, located east of the intersection of FM 1322 and Centerpoint Road and addressed as 2500 FM 1322.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: NOTE: The applicant has requested this public hearing be postponed until the March 18th City Council meeting.

This item is the rescheduled public hearing for the rezoning of the subject property from the AO Agricultural-Open Space District to RMD Residential Medium Density District. the hearing had originally been scheduled for December 17, 2024, but was postponed at the request of the applicant. The property is scheduled to be annexed at a public hearing to be held earlier in the same City Council meeting. The purpose of the proposed zoning change is to allow the construction of a single-family residential development of the SF-2 type, which is not possible in the AO zoning district. The site is adjacent to another development of the same type and other nearby areas with identical zoning.

The site is relatively flat, and does not have any areas within the one percent annual floodplain. The site is located past the current extent of the City's water and wastewater system, but will likely tie into utility extensions being built for other nearby subdivisions. The property is currently located within the Aqua water water CCN, which means that the owner must obtain a release of the property from the Aqua CCN before the City can serve the property.

PROJECT SCHEDULE (if applicable): None

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: An annexation of the property is pending, which the City Council will consider in the agenda item preceding the zoning case.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission considered the zoning change request at their December 11, 2024 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2025-04,

City of Lockhart, Texas

Council Agenda Item Cover Sheet

changing the zoning from AO to RMD

LIST OF SUPPORTING DOCUMENTS: Ordinance 2025-04, Ordinance 2025-04 Exhibit A, ZC2408 case map, ZC2408 aerial, ZC2408 zoning, Seawillow District chart, zc-24-08 staff report--council, ZC2408 application

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY 84.981 ACRES IN THE JOHN A. NEILL SURVEY, ABSTRACT NUMBER 20, ADDRESSED AS 2500 FM 1322, FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

WHEREAS, on December 11, 2024, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-24-08, known as 84.981 acres in the John A. Neill, Abstract Number 20, more particularly described in Exhibit A, located at 2500 FM 1322, will be reclassified from AO Agricultural-Open Space District to RMD Residential Medium Density District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision, or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 4th DAY OF FEBRUARY, 2025

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Bradford Bullock, City Attorney



290 S. Castell Avenue, Ste. 100
New Braunfels, TX 78130
(830) 625-8555
TBPE-FIRM F-10961
TBPLS FIRM 10153600

METES AND BOUNDS DESCRIPTION
FOR A 84.981 ACRE TRACT OF LAND
EXHIBIT "A"

Being a 84.981 acre tract of land located in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, being that same called 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas, said 84.981 acre tract of land being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the Northeast right of way line of Center Point Road for the Northwest corner of a called 82.278 acre tract recorded in Document Number 12-6410, Official Public Records, Caldwell County, Texas, same point being the Southwest corner of said 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas;

THENCE with the West line of said 85.000 acre tract, same line being the Northeast right of way line of Center Point Road, continuing with the Northeast right of way line of FM 1322, the following three (3) calls:

1. N 31°43'11" W, a distance of 1570.68 feet to a found 1/2" Iron pin for a corner, and a beginning of a curve;
2. Along the arc of a curve to the left having a radius of 2907.19 feet, an arc length of 210.50 feet, and a chord bearing and distance of N 29°25'44" W, 210.46 feet to a found concrete TxDOT monument (TxDOT Type I) for a corner;
3. N 31°43'33" W, a distance of 777.30 feet to a found 1/2" iron pin with cap stamped "Hinkle" for the Southwest corner of a called 89.769 acre tract, recorded in document no. 2021-006882 Official Public Records, Caldwell County, Texas, same point being the Northwest corner of said 85.000 acre tract;

THENCE departing the Northeast right of way line of FM 1322, with the South line of said 89.769 acre tract and the North line of said 85.000 acre tract, N 78°46'07" E a distance of 1579.58 feet to a found 1/2" iron pin with cap stamped "Hinkle" in the Southwest line of a called 358.536 acre tract recorded in Volume 209, Page 425 Official Public Records, Caldwell County, Texas, same point being the Southeast corner of said 89.769 acre tract, the Northernmost corner of said 85.000 acre tract, and a corner of the herein described tract;

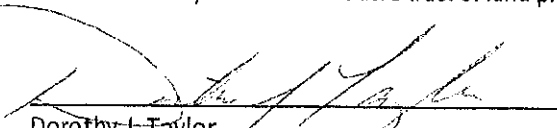
THENCE continuing the Southwest line of said 358.536 acre tract and the East line of said 85.000 acre tract, S 29°55'01" E, a distance of 2533.15 feet to a found 3/4" pipe in the North line of the aforementioned 82.278 acre tract for the Southwest corner of said 358.536 acre tract, same point being the Southeast corner of said 85.000 acre tract;

THENCE with the North line of said 82.278 acre tract and the South line of said 85.000 acre tract, S 78°46'45" W, a distance of 1503.51 feet to the POINT OF BEGINNING, containing 84.981 acres of land in Caldwell County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

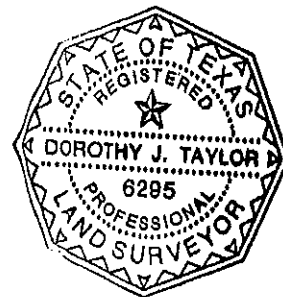
Written August 13, 2024.

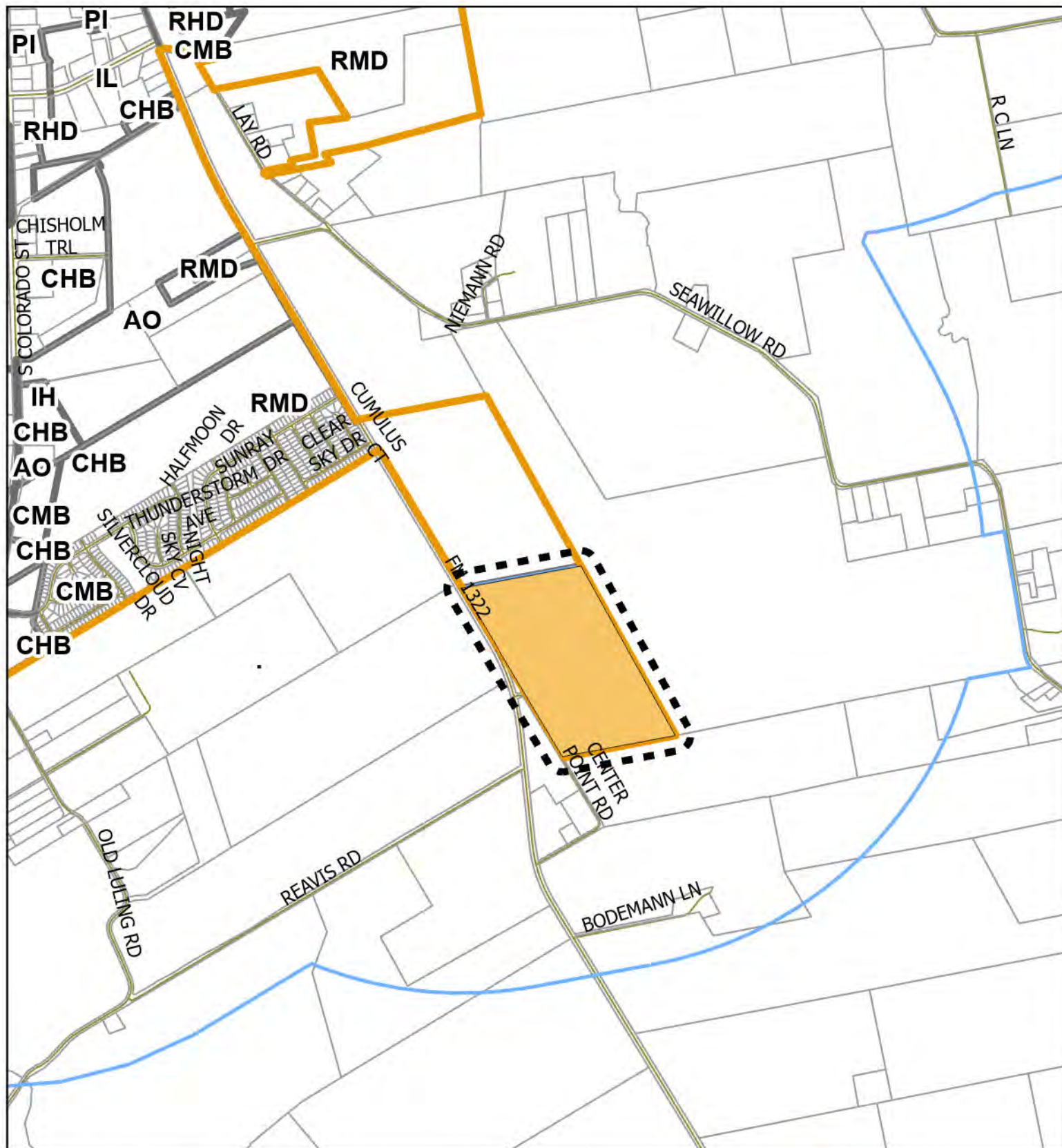
Reference survey of said 84.981 acre tract of land prepared this same date.


Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\031 - DR Horton\031.109 - Sendero Tract Feasibility\M&B\84.981 AC. M&B.docx





ZC-24-08

AO TO RMD

2500 FM1322



Scale 1" = 2000'



SUBJECT PROPERTY



ZONING BOUNDARY



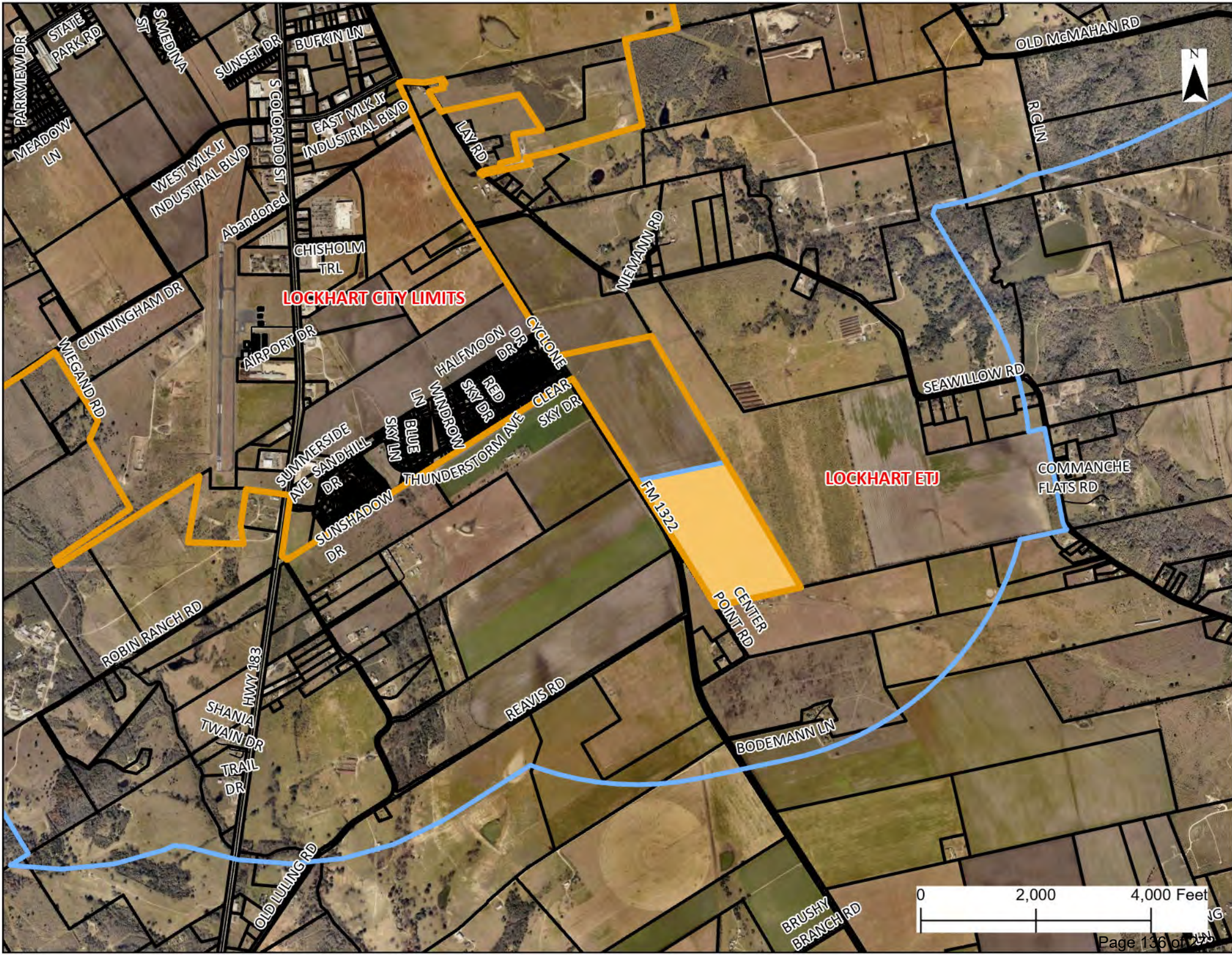
LOCKHART CITY LIMITS

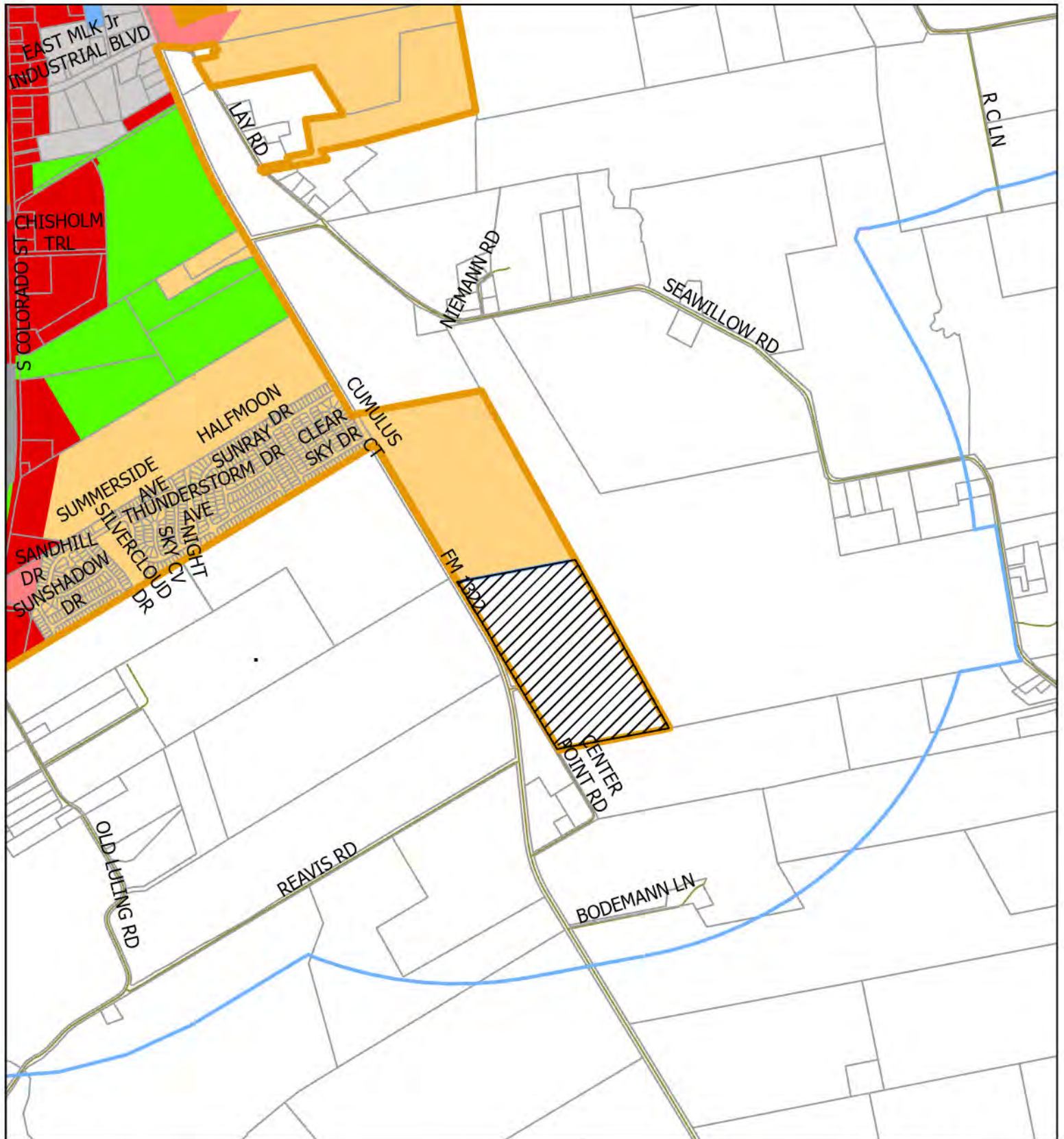


LOCKHART ETJ



200 FT BUFFER
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ZC-24-08

AO TO RMD

2500 FM1322



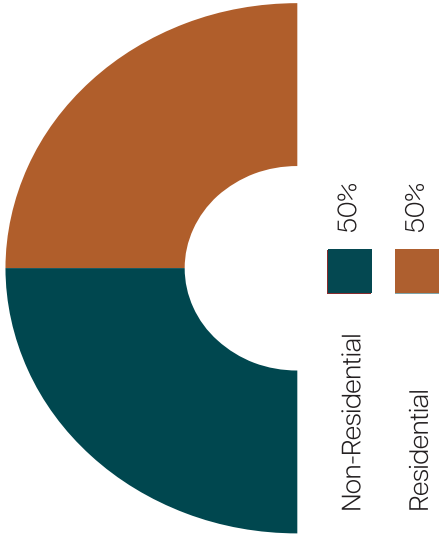
Scale 1" = 2000'

Zoning Districts

■ AO	■ MH
■ CCB	■ PDD
■ CHB	■ PI
■ CLB	■ RHD
■ CMB	■ RLD
■ IH	■ RMD
■ IL	

Seawillow District

Anchored by the potential Seawillow mixed use development, this district provides a mix of low-density housing as well as employment and industrial uses along FM 1322.



Residential Density	4 to 32 DUA
Intensity	40-80% Lot Coverage Low to Medium Intensity
Scale	1 to 2 Stories Low-rise



Project Type & Appropriateness		Compatibility Considerations
SFD	●●●●●	
SFD + ADU	●●●●●	
SFA	●●●●●	Especially appropriate in local mixed use areas.
Small Multi-Family	●●●●○	Appropriate closer to local corridors and multi-family areas. Not appropriate in cases where it creates significant difference in scale to adjacent residential uses.
Large Multi-Family	●●●●○	
Retail/Entertainment	●●●●○	Neighborhood-serving and local scale retail and entertainment uses are appropriate in local mixed use areas. More intense uses are appropriate along local corridors. Uses that are more likely to generate nuisances should be located away from residential uses.
Office	●●●●○	Appropriate in employment and industrial areas.
Light Industrial	●●●●○	
Heavy Industrial	●○○○○	Industrial uses that are more likely to generate nuisances should be located away from residential uses.

CASE SUMMARY

STAFF: David Fowler, Planning Director

CASE NUMBER: ZC-24-08

REPORT DATE: January 28, 2025

PLANNING AND ZONING COMMISSION HEARING DATE: December 11, 2024

CITY COUNCIL HEARING DATE: February 4, 2025 (Originally scheduled for December 17, 2024)

REQUESTED CHANGE: AO to RMD

STAFF RECOMMENDATION: **Approval**

PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT: Talley J. Williams
OWNER: Blackjack Block, LLC
SITE LOCATION: 2400 FM 1322
LEGAL DESCRIPTION: Metes and bounds
SIZE OF PROPERTY: 84.981 acres
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Seawillow District*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The property is scheduled to be annexed on December 17, 2024. Upon annexation, the property will be assigned AO Agricultural-Open Space zoning. The applicant proposes to rezone the subject property to develop a single-family residential subdivision. The initial AO zoning would allow single-family dwellings, but only on lots of one acre or larger. The RMD district has been requested, as the applicant intends to develop the subdivision consistent with the Single-Family 2 (SF-2) residential development type.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Subdivision under construction	RMD	<i>Seawillow District</i>
East	Vacant land, in Seawillow development	ETJ	<i>Seawillow District</i>
South	Agricultural use	ETJ	<i>Seawillow District</i>
West	Vacant land	ETJ	<i>Seawillow District</i>

TRANSITION OF ZONING DISTRICTS: There currently is a large block of RMD zoning to the north of the subject parcel in the form of section one of the Seawillow Development. This is the only portion of Seawillow that has been annexed to date. Other nearby areas are in the ETJ, including the rest of the Seawillow development area. Given that there is identical zoning adjacent and other nearby areas are likely to be the sites of residential or commercial development in the future, the transition of zoning districts reflected in the zoning pattern after the proposed zoning change will be appropriate.

ADEQUACY OF INFRASTRUCTURE: Adequate City water service is currently available in the FM 1322 right-of-way and is to be extended to the northern boundary of the site. City wastewater service will require a lengthy off-site extension along FM 1322 towards Blackjack Street (FM 20), which also will require the installation of a force main and lift station. This is planned as part of the development of the Seawillow development, and the developer of the subject property may be able to connect to this extension. Any subdivision of the property will require internal public streets, and stubs to neighboring properties and planned thoroughfares for connection to current and future development.

POTENTIAL NEIGHBORHOOD IMPACT: Because this is still a sparsely populated area, any adverse impact will likely be limited to increased traffic on FM 1322, and possibly streets within the Seawillow phase one. TxDOT will require a traffic impact analysis for all new street intersections along FM 1322 and could require safety improvements (center left-turn lane, right-turn transition lanes, traffic signals, etc.) that would be the responsibility of the developer to provide.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RMD zoning is consistent with the uses listed within the Seawillow District within the comprehensive plan.

ALTERNATIVE CLASSIFICATIONS: None more appropriate.

RESPONSE TO NOTIFICATION: None, as of the date of this report.

STAFF RECOMMENDATION: Approval.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME Talley J. Williams

DAY-TIME TELEPHONE 512-404-2234

E-MAIL twilliams@mwswtexas.com

ADDRESS 221 W. 6th Street

Suite 1300

Austin, TX 78701

OWNER NAME Blackjack Block II, LLC

DAY-TIME TELEPHONE (312) 263-4141

E-MAIL svictor@dsiconsulting.com

ADDRESS 333 South Grand Ave

Suite 4100

Los Angeles, CA 90071

PROPERTY

2500 Fm 1322

ADDRESS OR GENERAL LOCATION Northeast of FM1322 and Center Point Rd

LEGAL DESCRIPTION (IF PLATTED) _____

SIZE 85 ACRE(S) LAND USE PLAN DESIGNATION Agricultural-open space

EXISTING USE OF LAND AND/OR BUILDING(S) Vacant Land

PROPOSED NEW USE, IF ANY Single Family - 2 (SF2)

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Agricultural-Open Space (AO)

TO PROPOSED ZONING CLASSIFICATION Residential Medium Density (RMD)

REASON FOR REQUEST To allow development of the Property as a single family residential community

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

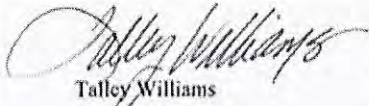
NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF \$250, PLUS \$150 PER ACRE, MAXIMUM OF \$10,000, PLUS ADDITIONAL \$1,000 FOR PLANNED DEVELOPMENT DISTRICT.

APPLICATION FEE OF \$ 10,250 PAYABLE TO THE CITY OF LOCKHART.

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE 
Talley Williams

DATE 9/23/2024

OFFICE USE ONLY

ACCEPTED BY D. Fowler

RECEIPT NUMBER _____

DATE SUBMITTED 10/9/2024

CASE NUMBER ZC 24 - 08

DATE NOTICES MAILED 11-22-2024

DATE NOTICE PUBLISHED 11-28-2024

PLANNING AND ZONING COMMISSION MEETING DATE Dec. 11, 2024

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE Dec. 17, 2024

DECISION _____

OWNER AGENT AUTHORIZATION

August 12, 2024

To: State of Texas
Texas Department of Transportation
City of Lockhart
Caldwell County
Lockhart Water and Sewer
Aqua Water
Bluebonnet Electric
Centric Gas and Fiber
Texas Gas
AT&T Fiber
Spectrum Fiber
Any other governmental or quasi-governmental entity with jurisdiction over the Property

Re: 85 acres of land in the JOHN A. NEILL SURVEY, ABSTRACT No. 20, Caldwell County, Texas,
as more particularly described in Exhibit "A" attached hereto (the "*Property*")

To Whom It May Concern:

The undersigned, **Blackjack Block II, LLC**, a Texas limited liability company ("*Owner*"), as owner of the above reference Property, hereby authorizes **Continental Homes of Texas, L.P.**, a Texas limited partnership, to act as agent for Owner in (i) executing applications for and other documents pertaining to permits, entitlements, utility service commitments, and approvals, (ii) attending private and public meetings, (iii) appearing before the State of Texas, Texas Department of Transportation, Caldwell County Commissioners Court, City Council of Lockhart, Lockhart Water and Sewer Department, Aqua Water, Bluebonnet Electric, Centric Gas and Centric Fiber, Texas Gas, AT&T Fiber, Spectrum Fiber, or any other governmental or quasi-governmental entity with jurisdiction over the Property, and (iv) taking any other actions as may be deemed necessary in order to obtain approval of any necessary permits, entitlements, utility service commitments, and approvals with respect to the Property.

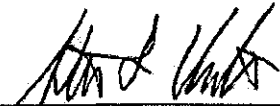
[SIGNATURES ON FOLLOWING PAGES]

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OWNER

Blackjack Block II, LLC
(a Texas limited liability company)

By: Inevitable Tech Inc. (f/k/a Iron Ox., Inc.)
(a Delaware corporation)
Its Sole Member

By: 
Steven L. Victor, Director and
Authorized Representative

STATE OF ILLINOIS

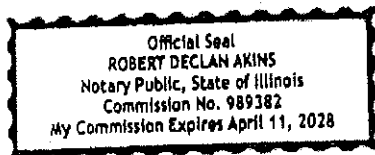
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COUNTY OF COOK

This instrument was acknowledged before me, the undersigned authority, this 21st day of August, 2024, by Steven L. Victor, Director and Authorized Representative of Inevitable Tech Inc. (f/k/a Iron Ox., Inc.), a Delaware corporation, Sole Member of Blackjack Block II, LLC, a Texas limited liability company, on behalf of said corporation and Blackjack Block II, LLC, a Texas limited liability company.

[SEAL]


Notary Public ★ State of Illinois



METES AND BOUNDS DESCRIPTION
FOR A 84.981 ACRE TRACT OF LAND
EXHIBIT "A"

Being a 84.981 acre tract of land located in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, being that same called 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas, said 84.981 acre tract of land being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the Northeast right of way line of Center Point Road for the Northwest corner of a called 82.278 acre tract recorded in Document Number 12-6410, Official Public Records, Caldwell County, Texas, same point being the Southwest corner of said 85.00 acre tract, recorded in Document No. 2021-008619, Official Public Records, Caldwell County, Texas;

THENCE with the West line of said 85.000 acre tract, same line being the Northeast right of way line of Center Point Road, continuing with the Northeast right of way line of FM 1322, the following three (3) calls:

1. N 31°43'11" W, a distance of 1570.68 feet to a found 1/2" iron pin for a corner, and a beginning of a curve;
2. Along the arc of a curve to the left having a radius of 2907.19 feet, an arc length of 210.50 feet, and a chord bearing and distance of N 29°25'44" W, 210.46 feet to a found concrete TxDOT monument (TxDOT Type I) for a corner;
3. N 31°43'33" W, a distance of 777.30 feet to a found 1/2" iron pin with cap stamped "Hinkle" for the Southwest corner of a called 89.769 acre tract, recorded in document no. 2021-006882 Official Public Records, Caldwell County, Texas, same point being the Northwest corner of said 85.000 acre tract;

THENCE departing the Northeast right of way line of FM 1322, with the South line of said 89.769 acre tract and the North line of said 85.000 acre tract, N 78°46'07" E a distance of 1579.58 feet to a found 1/2" iron pin with cap stamped "Hinkle" in the Southwest line of a called 358.536 acre tract recorded in Volume 209, Page 425 Official Public Records, Caldwell County, Texas, same point being the Southeast corner of said 89.769 acre tract, the Northernmost corner of said 85.000 acre tract, and a corner of the herein described tract;

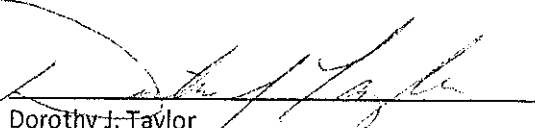
THENCE continuing the Southwest line of said 358.536 acre tract and the East line of said 85.000 acre tract, S 29°55'01" E, a distance of 2533.15 feet to a found 3/4" pipe in the North line of the aforementioned 82.278 acre tract for the Southwest corner of said 358.536 acre tract, same point being the Southeast corner of said 85.000 acre tract;

THENCE with the North line of said 82.278 acre tract and the South line of said 85.000 acre tract, S 78°46'45" W, a distance of 1503.51 feet to the POINT OF BEGINNING, containing 84.981 acres of land in Caldwell County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

Written August 13, 2024.

Reference survey of said 84.981 acre tract of land prepared this same date.


Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\031 - DR Horton\031.109 - Sendero Tract Feasibility\M&B\84.981 AC. M&B.docx

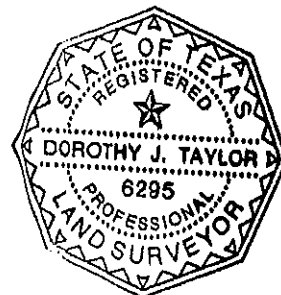


EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the JOHN A. NEILL SURVEY A-20 and also being a part of a tract of land called 254.813 acres and conveyed to William R. Clark et ux by deed recorded in Instrument #132443 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 85.000 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-005533 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an 1/2" iron pin found in the SW corner of the above mentioned 254.813 acre tract and the SW corner of the above mentioned 85.000 acre tract and the NE line of Center Point Road (County Road #211) and the apparent NW corner of a tract of land called 82.278 acres and conveyed to Tom Blackwell Family Partners LP et al by deed recorded in Instrument #126410 of the said Official Records for the SW corner this tract.

THENCE with the West line of the said 254.813 acre tract and the West line of the said 85.000 acre tract and the East lines of Center Point Road and Farm to Market #1322 for the following Three (3) courses:

- 1) N 30 degrees 58 minutes 05 seconds W 1570.83 feet to a capped iron pin found (stamped "HINKLE SURVEYORS") in the PC of a curve.
- 2) With a curve turning to the left having a radius of 2907.19 feet and arc length of 210.56 feet and the chord of which bears N 28 degrees 42 minutes 34 seconds W 210.52 feet to a concrete monument found used for basis of bearing for the PT of the said curve.
- 3) N 30 degrees 58 minutes 00 seconds W 777.51 feet to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the NW corner of the said 85.000 acre tract for the NW corner this tract and from which point a capped iron pin found (Stamped "HINKLE SURVEYORS") used for basis of bearing bears N 30 degrees 58 minutes 00 seconds W 5018.08 feet.

THENCE N 79 degrees 31 minutes 17 seconds E over and across the said 254.813 acre tract and with the North line of the said 85.000 acre tract 1579.86 to a capped iron pin found (Stamped "HINKLE SURVEYORS") in the East line of the said 254.813 acre tract and the NE corner of the said 85.000 acre tract and the apparent West line of a tract of land called 358.536 acres and conveyed to David Acevedo et al by deed recorded in Volume 209 Page 425 of the said Official Public Records for NE corner this tract.

THENCE S 29 degrees 09 minutes 39 seconds E with the East line of the said 254.813 acre tract and the East line of the said 85.000 acre tract and the apparent West line of the above mentioned 358.536 acre tract 2533.21 feet to a 3/4" iron pipe found in the SE corner of the said 254.813 acre tract and the SE corner of the said 85.000 acre tract and the apparent North line of the above mentioned 82.278 acre tract for the SE corner this tract.

THENCE S 79 degrees 31 minutes 17 seconds W with the South line of the said 254.813 acre tract and the South line of the said 85.000 acre tract and the apparent North line of the said 82.278 acre tract 1503.45 feet to the PLACE OF BEGINNING containing 85.000 acres of land or 3702600 sq ft of land more or less.

September 23, 2024

Via Electronic Mail

Steve Lewis
City Manager
308 W. San Antonio St.
Lockhart, TX 78644

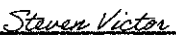
RE: Annexation Request for 85 acres of land in the John A. Neill Survey, Abstract No. 20, Caldwell County, Texas, as more particularly described in Exhibit "A" attached hereto (the "**Property**")

Dear Mr. Lewis:

As owner of the above-described Property (the "Owner"), we respectfully submit this request for full-purpose annexation of the Property into the corporate limits of the City of Lockhart, Texas, to allow development of the Property as a single family residential community. A Zoning Change Application for Residential Medium Density (RMD) zoning district is being filed simultaneously herewith.

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

Sincerely,


Steven Victor (Sep 23, 2024 15:14 CDT)

Steven L. Victor
Blackjack Block II, LLC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding proposed sidewalk routes for application to TxDOT Transportation Alternatives grant.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: TxDOT's 2025 Transportation Alternatives Set-Aside grant ("TA") program is accepting project proposals emphasizing "safety and mobility for non-motorized travelers". The program makes funds available for pedestrian infrastructure improvements. The City of Lockhart qualifies for the program at the 20% match level. Staff have prepared two proposals for \$1 million and \$2 million total project costs (\$200,000 and \$400,000 City contributions, respectively) for the expansion of sidewalks near the downtown core and enhancing connectivity to the schools on Center Street. These proposed programs of sidewalk addition are based on an estimated cost of \$115 per linear foot, as devised by the City Engineer. The proposed sidewalks will typically be four-foot-wide concrete paths. Route selection for the attached proposals were based on the City's 2023 preliminary application and recommendations from the *Lockhart Looking Forward* comprehensive plan (adopted 2024) and prioritizes segments with no existing sidewalks.

TxDOT's TA program schedule requires a preliminary application showing the proposed routes and estimated budget on February 21, 2025. If this application is accepted, a detailed application with a full project budget, schedule, and schematics will be issued to the City for completion on April 16, 2025.

Staff requests Council's review of the proposed routes and direction regarding submission of the preliminary application.

PROJECT SCHEDULE (if applicable): The completed preliminary application is due February 21, 2025. The second round of screening will start with the release of the Detailed Application on or about April 16, 2025, with an anticipated application deadline in June or July, 2025.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Depending on which level of grant funding is pursued, either

City of Lockhart, Texas

Council Agenda Item Cover Sheet

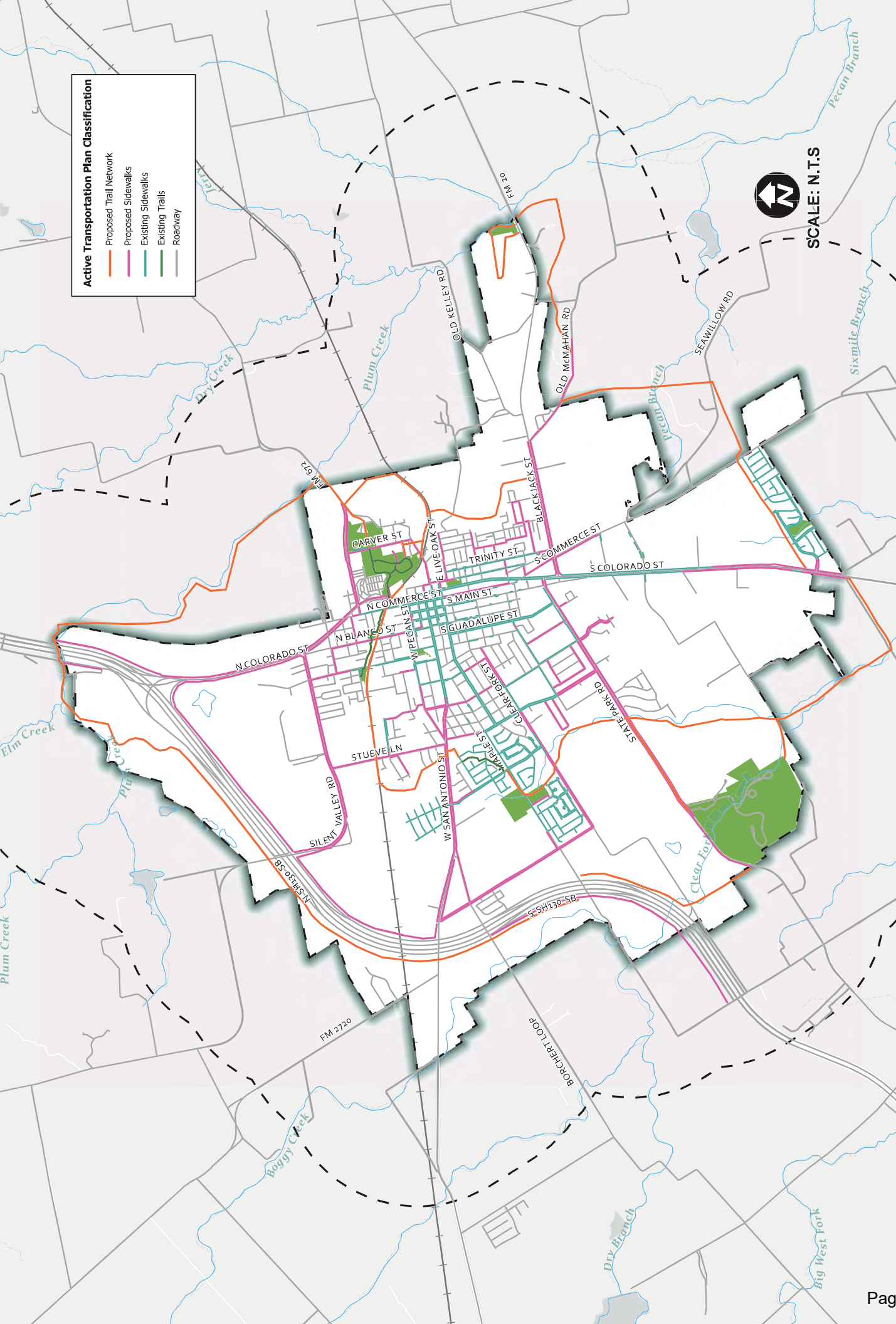
\$200,000 or \$400,000 is City match would be required. The project funding would be for fiscal years 2027-2029.

PREVIOUS COUNCIL ACTION: City Council approved the Lockhart Looking Forward Comprehensive Plan, which includes a sidewalk priority map, on November 7, 2024.

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Direct staff regarding locations of sidewalks to be added to the city network and the dollar value of the grant to pursue.

LIST OF SUPPORTING DOCUMENTS: Lockhart Looking Forward--Sidewalk network map, \$2 million proposal map 1-29-2025, Lockhart Sidewalk Extensions- \$2 million proposal spreadsheet 1-30-25, \$1 million proposal map 1-29-2025, Lockhart Sidewalk Extensions- \$1 million proposal spreadsheet 1-30-25

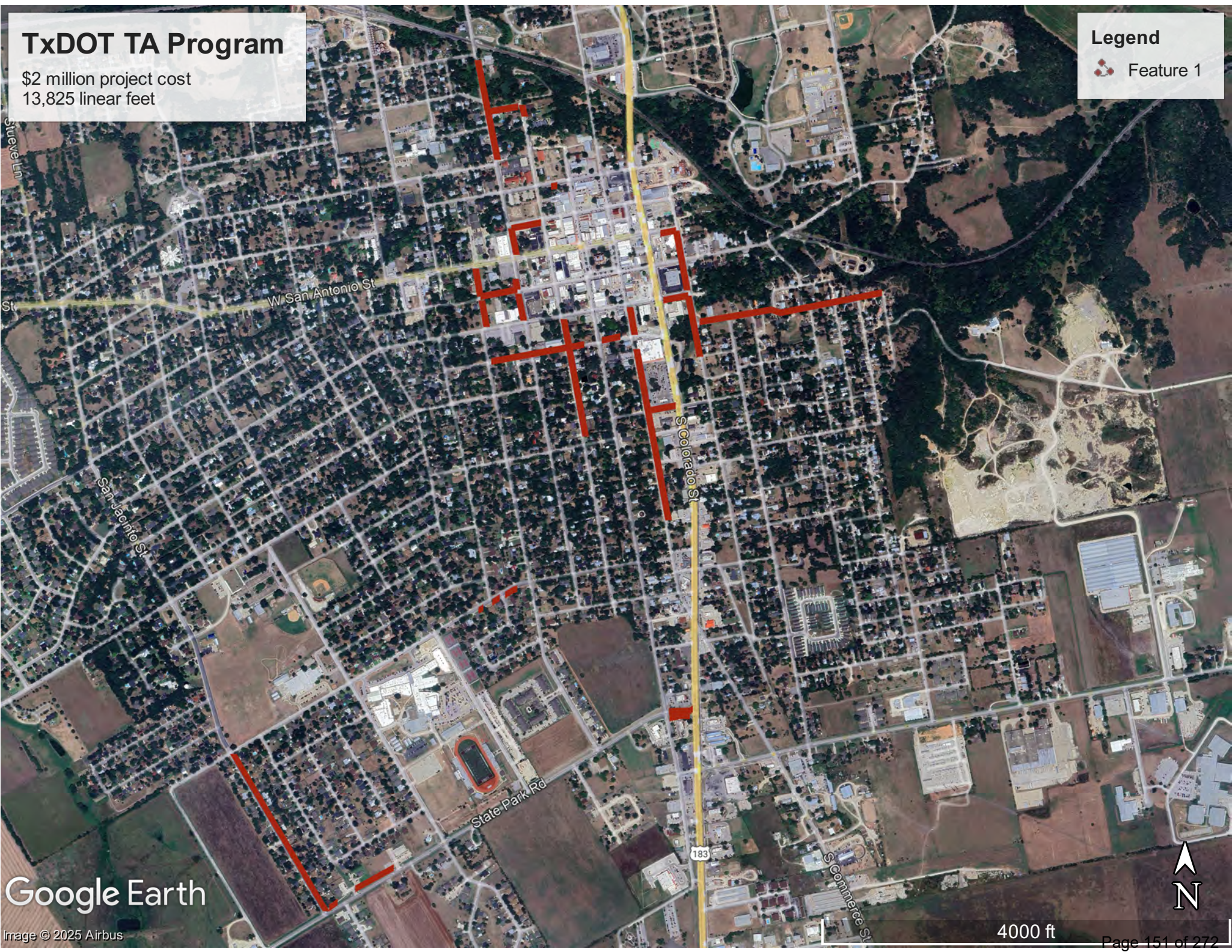


TxDOT TA Program

\$2 million project cost
13,825 linear feet

Legend

 Feature 1



Google Earth

TxDOT TA Grant Proposal – \$2 million project scenario

Segment

E side of N Blanco Street from Bois D'Arc Street to S of Union Pacific Railroad Track
S side of N Church Street from N Blanco Street to N Church Street (N-S segment)
E side of N Church Street from S Bend of N Church Street to Existing Sidewalk by 418 N Church
S side of W Pecan Street segment between driveways
S Side of W Walnut Street from N Blanco Street to N Church Street
N side of W Market Street from Guadalupe Street to S Blanco Street and turning N up the W side
E side of Guadalupe Street from W Prairie Lea Street to W Market Street
W side of S Blanco Street from W Prairie Lea Street to W Market Street
N side of W Live Oak Street from Guadalupe Street to existing sidewalk near 317 S Main Street
E side of S Church Street from W Prairie Lea Street to existing sidewalk near 513 S Church Street
E side of S Commerce Street from 602 S Commerce Street to existing sidewalk near 403 S Colorado
N side of Hickory Street from S Commerce Street to S Colorado Street
S side of E San Antonio Street from existing sidewalk at 2115 E San Antonio Street to Brazos
S side of E Prairie Lea Street from S Colorado Street to Brazos Street and turning S down W side
N side of E Live Oak Street from Brazos Street to S bend in E Live Oak Street
E side of San Jacinto Street from Center Street to State Park Road
N side of State Park Road from S Main Street to S Colorado Street
N side of E Live Oak Street from S Main Street to existing sidewalk near 311 S Commerce Street
E side of S Commerce Street from E Prairie Lea Street to E Live Oak Street
S side of Center Street from Cibola Street to existing sidewalk near 813 Guadalupe Street
S side of Center Street from existing sidewalk near 806 Center Street to existing sidewalk near
S side of Center Street from existing sidewalk near 790 Center Street to existing sidewalk near
S side of State Park Road from S Main Street to S Colorado Street
E side of S Commerce Street from 617 S Colorado Street to 729 S Colorado Street
N side of State Park Road from existing sidewalk at San Jacinto Street to existing sidewalk near
N side of State Park Road from existing sidewalk near 705 State Park Road to existing sidewalk

Total

Length (linear feet)
998
299
119
63
56
753
263
269
924
1168
843
273
754
858
1816
1785
242
186
275
135
58
86
203
862
107
430
13825

TxDOT TA Program

\$1 million project cost
6,950 linear feet

Legend

Line



Google Earth

Image © 2025 Airbus

4000 ft

Page 154 of 272

TxDOT TA Grant Proposal – \$1 million project scenario

Segment

E side of San Jacinto Street from Center Street to State Park Road

E side of S Commerce Street from existing sidewalk near 403 S Colorado Street to Hickory Street

S side of E Prairie Lea Street from S Colorado Street to Brazos Street and turning S down W side of E Live Oak Street

N side of W Live Oak Street from S Blanco Street to existing sidewalk near 317 S Main Street

E side of S Church Street from W Prairie Lea Street to W Live Oak Street

N side of W Market Street from Guadalupe Street to S Blanco Street and turning N up W side of S Blanco Street

W side of S Blanco Street from W Market Street to W Prairie Lea Street

E side of N Blanco Street from W Walnut Street to W San Antonio Street

E side of N Blanco Street from N Church Street to Bois D'Arc Street

E side of Guadalupe Street from W San Antonio Street to W Market Street

N side of E Live Oak Street from S Main Street to existing sidewalk near 313 S Commerce Street

E side of S Commerce Street from E Prairie Lea Street to E Live Oak Street

N side of E Live Oak Street from Brazos Street to Bellinger Street

Total

Length (linear feet)

1785
615
858
503
280
462
269
264
481
274
186
275
698

6950

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Discussion and or/action regarding Resolution 2025-04 terminating the Caldwell Valley Development agreement on 426.85 acres located in the City's extraterritorial jurisdiction southwest of the intersection of FM 2720 and County View Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The intent of this resolution is to terminate the Caldwell Valley Development Agreement to reflect a change in planned land use on the affected site. The Development Agreement was originally approved with the intent of a primarily residential MUD being created on the property. The request to terminate the development agreement has been made by Tract, a Colorado-based developer who plans to locate a data center in the vicinity, which would also include areas outside the City's jurisdiction. In the time since the development agreement was approved the MUD has never been created and no residential development has occurred on the property. The proposed termination of the Development Agreement will remove any constraints placed on the property found in the language of the agreement to allow the data center development to move forward.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: Lockhart City Council approved Resolution 2017-04 granting consent to annex land in the Lockhart ETJ into one or more MUD districts for the Caldwell Valley Development Agreement on February 7, 2017 and approved the Caldwell Valley Development Agreement on the same day.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2025-04 terminating the Caldwell Valley MUD No. 1

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-04 approving termination of the Caldwell Valley Development Agreement, Exhibit A - Legal, EXHIBIT A - THE PROPERTY, Tract Project Narrative - 1.30.25, Resolution 2017-04 Caldwell Valley DA, Caldwell Valley Lockhart County Subdivision Agreement (Executed 043019)

RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, TERMINATING THE CALDWELL VALLEY DEVELOPMENT AGREEMENT WITH WALTON TEXAS LP, PROVIDING NOTICE OF WITHDRAWAL OF CONSENT FOR MUNICIPAL UTILITY DISTRICT INCLUSION OR CREATION FOR THE CALDWELL VALLEY PROPERTY, AUTHORIZING THE MAYOR TO SIGN ANY DOCUMENTS IN CONNECTION THEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Walton Texas LP entered into the Caldwell Valley Development Agreement, dated effective February 7, 2017 (the "Agreement") for 426.85 acres located in the City's ETJ, said property more particularly described in Exhibit A ("Property"); and

WHEREAS, as part of the Agreement, the City consented to the inclusion/annexation of the Property into the Clear Fork Creek Municipal Utility District No. 1, Ranch at Clear Fork Creek Municipal Utility District No. 2, Caldwell Valley Municipal Utility District No. 1, or any municipal utility district created by the division of such municipal utility districts ("Districts"); and

WHEREAS, Walton Texas LP never included the Property in Districts or created any other municipal utility district for the Property, and no petition for a municipal utility district is pending before the Texas Commission on Environmental Quality; and

WHEREAS, Walton Texas LP wishes to sell the Property to TXLCO Caldwell County, LLC; and

WHEREAS, TXLCO Caldwell County, LLC, wishes to terminate the Agreement and develop the Property without the need for any Districts,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby approves the termination of the Agreement conditioned upon and to be effective when Walton Texas LP, delivers to the City a deed conveying the Property to TXLCO Caldwell County, LLC, following recordation of the same in the Official Public Records of Real Property of Caldwell County, Texas.

SECTION 3. The City Council hereby gives notice that it intends to withdraw its consent for inclusion of the Property in the Districts or creation of a municipal utility district for the Property once the Agreement is terminated.

SECTION 4. City staff is directed to place a resolution on the City Council's agenda to withdraw the City's consent for inclusion of the Property in the Districts or creation of a municipal utility district for the Property once the City receives a deed conveying the Property to TXLCO Caldwell County, LLC.

SECTION 5. The Mayor is authorized to sign any documents in connection therewith.

SECTION 6. The City Council hereby finds, determines, and declares that the meeting at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 7. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, this 4th day of February 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

EXHIBIT A

349.739 ACRES
CALDWELL COUNTY, TX

FILE NO: 2024.194
PROJECT: 615.059001
DATE: 11/26/2024

DESCRIPTION

349.739 ACRES SITUATED IN THE WILLIAM BARBER SURVEY, ABSTRACT NO. 47, THE MARTIN MCFERRIN SURVEY, ABSTRACT NO. 204, THE JOHN B. GRAY SURVEY, ABSTRACT NO. 116, AND THE JAMES GEORGE SURVEY, ABSTRACT NO. 118, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 349.65 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 635, PAGE 252, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 349.739 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "Chaparral" cap found in the south line of that certain 77.20 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 640, Page 264, of said Official Public Records of Real Property, being the northwest corner of that certain 14.956 acre tract conveyed to Maria G. Moreno, by Deed of record in Document No. 2018-000836, of said Official Public Records of Real Property, for an angle point in the north line of said 349.65 acre tract and hereof;

THENCE, leaving the south line of said 77.20 acre tract, along the west and south lines of said 14.956 acre tract, being a north line of said 349.65 acre tract, the following thirteen (13) courses and distances:

1. S32°11'19"E, a distance of 195.54 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
2. Along said curve, having a radius of 112.44 feet, a central angle of 59°25'52", an arc length of 116.63 feet, and a chord which bears S67°07'16"E, a distance of 111.47 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
3. N82°58'41"E, a distance of 195.59 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the right;
4. Along said curve, having a radius of 137.56 feet, a central angle of 55°54'36", an arc length of 134.23 feet, and a chord which bears S71°39'19"E, a distance of 128.97 to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
5. S44°23'19"E, a distance of 67.42 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the left;
6. Along said curve, having a radius of 115.23 feet, a central angle of 93°18'40", an arc length of 187.66 feet, and a chord which bears S85°03'19"E, a distance of 167.60 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
7. N61°53'41"E, a distance of 143.05 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;

8. N59°43'41"E, a distance of 216.88 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the beginning of a non-tangent curve to the right;
9. Along said curve, having a radius of 432.52 feet, a central angle of 23°25'28", an arc length of 176.85 feet, and a chord which bears N71°03'42"E, a distance of 175.62 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the point of reverse curvature of a curve to the left;
10. Along said curve, having a radius of 155.99 feet, a central angle of 73°16'56", an arc length of 199.51 feet, and a chord which bears N60°13'41"E, a distance of 186.19 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the end of said curve;
11. N32°01'19"W, a distance of 41.75 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
12. N03°34'19"W, a distance of 36.04 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
13. N27°35'19"W, a distance of 86.64 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the most easterly corner of said 14.956 acre tract, being in the west line of a possible roadway easement or right-of-way (no dedication found) as referenced in a deed of that certain 151-1/2 acre tract conveyed to W. H. Schroeder, by Deed of record in Volume 238, Page 442, of the Deed Records of Caldwell County, Texas, for the most northerly corner of said 349.65 acre tract and hereof;

THENCE, S41°27'26"E, in part along the west line of said possible roadway right-of-way and said 151-1/2 acre tract, and in part along the west line of that certain "30 foot abandoned County Road" as referenced in conveyances to Robert P. Ussery in Documents No. 130201, 118766, and 2015-003559, of said Official Public Records of Real Property, a distance of 1373.58 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, S41°45'49"E, in part along said "30 foot abandoned County Road," in part along the west terminus of Payne Lane (r.o.w. varies), and in part along the west line of that certain 185.625 acre tract conveyed to 2720 Partnership, LLC, by Deed of record in Document No. 2021-007229, of said Official Public Records of Real Property, being the east line of said 349.65 acre tract, a distance of 1499.80 feet to a 1/2-inch iron rod found, for the most easterly corner of said 349.65 acre tract and hereof;

THENCE, along the north and west lines of said 185.625 acre tract, being the south line of said 349.65 acre tract, the following two (2) courses and distances:

1. S59°21'58"W, a distance of 763.85 feet to a 1/2-inch iron rod found, for an angle point;
2. S30°01'02"E, a distance of 148.50 feet to a metal fence post found at the northeast corner of that certain 160 acre tract conveyed to William Robert Clark and Anne J. Clark, by Deed of record in Document No. 119218, of said Official Public Records of Real Property, for an angle point;

THENCE, S59°26'30"W, in part along the north line of said 160 acre tract and in part along the north line of that certain 98.859 acre tract conveyed to Doris H. Steubing, by Deed of record in Document No. 2022-001271, of said Official Public Records of Real Property, a distance of 4143.54 feet to a 1 and 1/2-inch iron pipe found at the southeast corner of that certain 169.55 acre tract conveyed to Doris Lea Steubing, by Deed of record in Document No. 2021-007436, of said Official Public Records of Real Property, for the most southerly corner of said 349.65 acre tract and hereof;

THENCE, along the east line of said 169.55 acre tract, being the west line of said 349.65 acre tract, the following two (2) courses and distances:

1. N31°19'58"W, a distance of 579.76 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set, for an angle point;
2. N31°07'06"W, a distance of 2863.95 feet to a 1/2-inch iron rod found at the northeast corner of said 169.55 acre tract, being in the south line of that certain 50.00 acre tract conveyed to Permian Highway Pipeline, LLC, by Deed of record in Document No. 2023-000035, of said Official Public Records of Real Property, for the most westerly corner of said 349.65 acre tract and hereof;

THENCE, N58°39'21"E, along the south line of said 50.00 acre tract, being the north line of said 349.65 acre tract, a distance of 865.28 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of said 50.00 acre tract, being the southwest corner of that certain 80.00 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126769, of said Official Public Records of Real Property, for an angle point;

THENCE, N58°52'02"E, along the south line of said 80.00 acre tract, being the north line of said 349.65 acre tract, a distance of 1746.82 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southeast corner of said 80.00 acre tract, being the southwest corner of said 77.20 acre tract, for an angle point;

THENCE, N58°58'47"E, along the south line of said 77.20 acre tract, being the north line of said 349.65 acre tract, a distance of 555.16 feet to the **POINT OF BEGINNING**, and containing 349.739 acres (15,234,637 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

ABRAM C. DASHNER
TEXAS RPLS 5901
MANHARD CONSULTING
TBPLS FIRM NO. 10194754

2025-01-29 - https://mytract-my.sharepoint.com/personal/chris_shandor_tract_com/Documents/Desktop/Exhibit A - Lockhart.docx
Sheet 3 of 5

77.217 ACRES
CALDWELL COUNTY, TX

FILE NO: 2024.195
PROJECT: 615.059001
DATE: 11/26/2024

DESCRIPTION

77.217 ACRES SITUATED IN THE WILLIAM BARBER SURVEY, ABSTRACT NO. 47, IN CALDWELL COUNTY, TEXAS, BEING THAT CERTAIN 77.20 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, BY DEED OF RECORD IN VOLUME 640, PAGE 264, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 77.217 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the south right-of-way line of Jolly Road (r.o.w. varies), being the northeast corner of that certain 80.00 acre tract conveyed to Hohertz Farms Family Partnership Ltd., by Deed of record in Document No. 126769, of said Official Public Records of Real Property, for the most westerly corner of said 77.20 acre tract and hereof;

THENCE, N47°58'12"E, along said south right-of-way line, being the north line of said 77.20 acre tract, a distance of 1272.88 feet to a 1/2-inch iron rod found at the northeast corner of said 77.20 acre tract, being in the west line of a possible roadway easement or right-of-way (no dedication found) as referenced in a deed of that certain 151-1/2 acre tract conveyed to W. H. Schroeder, by Deed of record in Volume 238, Page 442, of the Deed Records of Caldwell County, Texas, for the most northerly corner hereof;

THENCE, S42°02'39"E, along the west line of said possible roadway easement or right-of-way, being the east line of said 77.20 acre tract, a distance of 2448.24 feet to a 1/2-inch iron rod with "Chaparral" cap found at the southeast corner of said 77.20 acre tract, being the northeast corner of that certain 14.956 acre tract conveyed to Maria G. Moreno, by Deed of record in Document No. 2018-000836, of said Official Public Records of Real Property, for the most easterly corner hereof;

THENCE, S58°50'18"W, along the north line of said 14.956 acre tract, being the south line of said 77.20 acre tract, a distance of 1113.66 feet to a 1/2-inch iron rod with "Chaparral" cap found at the northwest corner of said 14.956 acre tract, being an angle point in the north line of that certain 349.65 acre tract conveyed to Walton Texas, LP, by Deed of record in Volume 635, Page 252, of said Official Public Records of Real Property, for an angle point;

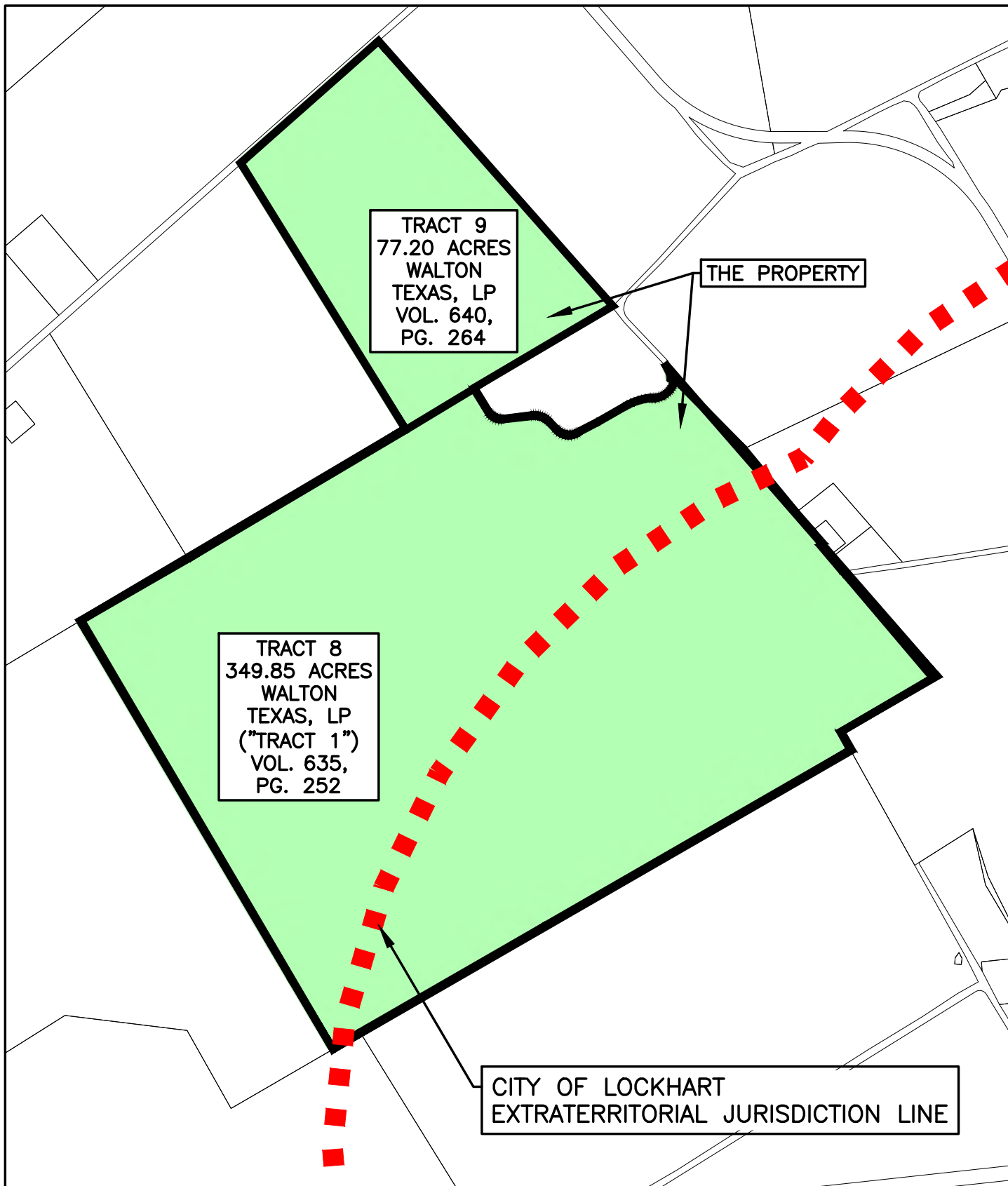
THENCE, S58°58'47"W, along the north line of said 349.65 acre tract, being the south line of said 77.20 acre tract, a distance of 555.16 feet to a 1/2-inch iron rod with "Manhard Consulting" cap set at the southwest corner of said 77.20 acre tract, being the southeast corner of said 80.00 acre tract, for the most southerly corner hereof;

THENCE, N32°18'45"W, along the east line of said 80.00 acre tract, being the west line of said 77.20 acre tract, a distance of 2163.27 feet to the **POINT OF BEGINNING**, and containing 77.217 acres (3,363,575 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011), EPOCH 2010 DATUM, UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO CONVERT TO GRID APPLY A COMBINED SCALE FACTOR OF 0.999889.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

ABRAM C. DASHNER
TEXAS RPLS 5901
MANHARD CONSULTING
TBPLS FIRM NO. 10194754



DATE: 10/16/2024



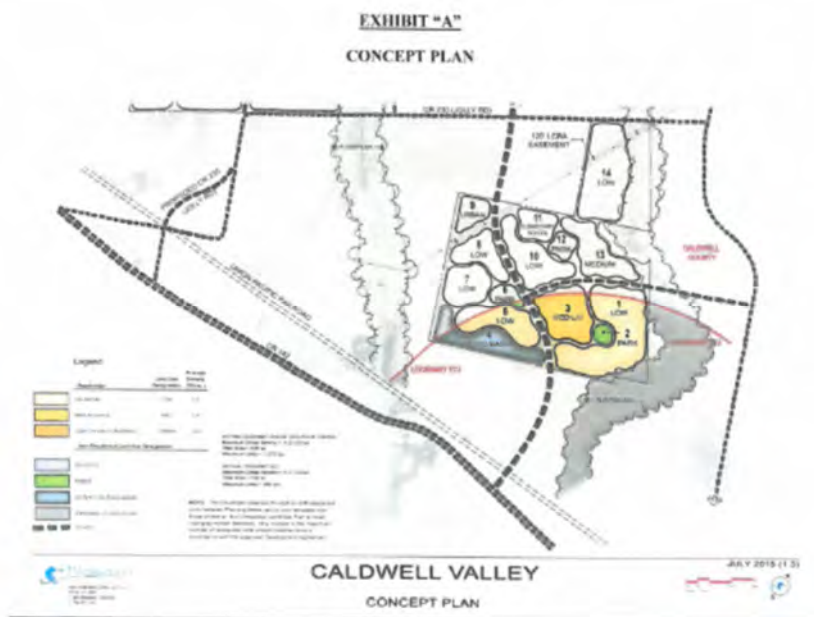


Caldwell Valley Technology Park – Termination Agreement Project Narrative

We look forward to working with the City of Lockhart and associated stakeholders on the Caldwell Valley project and specifically the proposed termination agreement described below.

1. Background/Approach

- a. Tract is currently under contract on property which is subject to the Caldwell Valley Development Agreement between Walton Texas, LP (“Walton”) and the City of Lockhart. This development agreement contemplated residential development within the City of Lockhart’s ETJ (map provided below). Tract is proposing to develop the site which is subject to the development agreement as a data center and industrial campus. This proposed use aligns with the Lockhart comprehensive plan for the area. As a first step in this process Tract is requesting that the existing development agreement be terminated. The termination of this agreement will allow Tract to move forward with the appropriate processes to develop the site and allow for the sale of the property from Walton to occur. This approach has been agreed to by the seller and the proposed agreement would not become effective until the property has been transferred. We have submitted the appropriate agreement and have responded to redlines from the City’s legal department. We look forward to continuing to work on this project and with the City of Lockhart.





Work Session Item # _____

Reg. Mtg. Item # _____

**CITY OF LOCKHART
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY ☐ Consent ☒ Regular ☐ Statutory		Reviewed by Finance	☐ Yes	☐ Not Applicable
		Reviewed by Legal	☐ Yes	☐ Not Applicable
Council Meeting Date: February 7, 2017			☐ Yes	☐ Not Applicable
Department: Planning		Initials	Date	
Department Head: Dan Gibson		Asst. City Manager		
Dept. Signature: <i>Dan Gibson</i>		City Manager	<i>[Signature]</i>	<i>2.3.2017</i>
Agenda Coordinator/Contact (include phone #): Dan Gibson 398-3461, x236				
ACTION REQUESTED: ☒ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER ☐ NONE				
CAPTION				
Discussion and/or action to approve Resolution 2017-04 requested by Walton, LP for consent to annex land within the Lockhart Extraterritorial Jurisdiction into one or more Municipal Utility Districts for the proposed Caldwell Valley development.				
FINANCIAL SUMMARY				
☒ N/A ☐ GRANT FUNDS ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP ☐ BUDGETED ☐ NON-BUDGETED				
SUMMARY OF ITEM				
Walton Texas, LP is proposing a very large development northwest of Lockhart, extending all the way to Uhland. Of the approximately 3,536 acres in the entire development, 150 acres are in the Lockhart Extraterritorial Jurisdiction (ETJ), west of FM 2720. In addition to obtaining approval of the development agreement in the previous agenda item, the developer is also required by law to obtain the City's consent for the small portion with our ETJ to be annexed in to one or more Municipal Utility Districts. The attached resolution includes Exhibit A, which is the Concept Plan for the "Lockhart Section" of the development. The developer's representative will be present to discuss both the development agreement and the resolution.				
STAFF RECOMMENDATION				
Staff recommends APPROVAL of Resolution 2017-04.				
List of Supporting Documents: Resolution 2017-04.		Other Board or Commission Recommendation: None required. <i>47</i>		

RESOLUTION NO. 2017-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, CONSENTING TO THE ANNEXATION OF LAND INTO AND THE DIVISION OF RANCH AT CLEAR FORK CREEK MUNICIPAL UTILITY DISTRICT NO. 1, RANCH AT CLEAR FORK CREEK MUNICIPAL UTILITY DISTRICT NO. 2, CALDWELL VALLEY MUNICIPAL UTILITY DISTRICT NO. 1, OR ANY OTHER MUNICIPAL UTILITY DISTRICT CREATED BY THE DIVISION OF SUCH MUNICIPAL UTILITY DISTRICTS

WHEREAS, Ranch at Clear Fork Creek Municipal Utility District No. 1 ("Ranch MUD 1") and Ranch at Clear Fork Creek Municipal Utility District No. 2 ("Ranch MUD 2") were created by the Texas Commission on Environmental Quality ("TCEQ") by Orders dated May 19, 2004;

WHEREAS, Caldwell Valley Municipal Utility District No. 1 ("CVMUD") was created by the division of Ranch MUD 1;

WHEREAS, other municipal utility districts may be created by the division of Ranch MUD 1 and Ranch MUD 2 (such districts, together with Ranch MUD 1, Ranch MUD 2, and CVMUD, shall be referred to herein as the "Districts");

WHEREAS, the land described in Exhibit "A" (the "Land") is or will be partially located within the extraterritorial jurisdiction of the City of Lockhart, Texas (the "City");

WHEREAS, the owners of the Land have requested that the City grant consent to the annexation of the Land into the Districts; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.0425 of the Texas Local Government Code provide that land located within a city's extraterritorial jurisdiction may not be annexed into a municipal utility district without such city's consent;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

SECTION 1: That the City Council of the City hereby grants its consent to the annexation of the Land into the Districts.

SECTION 2: That the City Council of the City hereby acknowledges and agrees that the Districts may divide into two or more districts from time to time. That the City Council of the City grants any and all necessary or convenient consent to such division, the creation of new Districts as a result of such division, and the inclusion of the Land in such Districts.

SECTION 3: That the City Council of the City officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code; and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council of the City further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED on the 7th day of February, 2017.

CITY OF LOCKHART

Lew White
Mayor

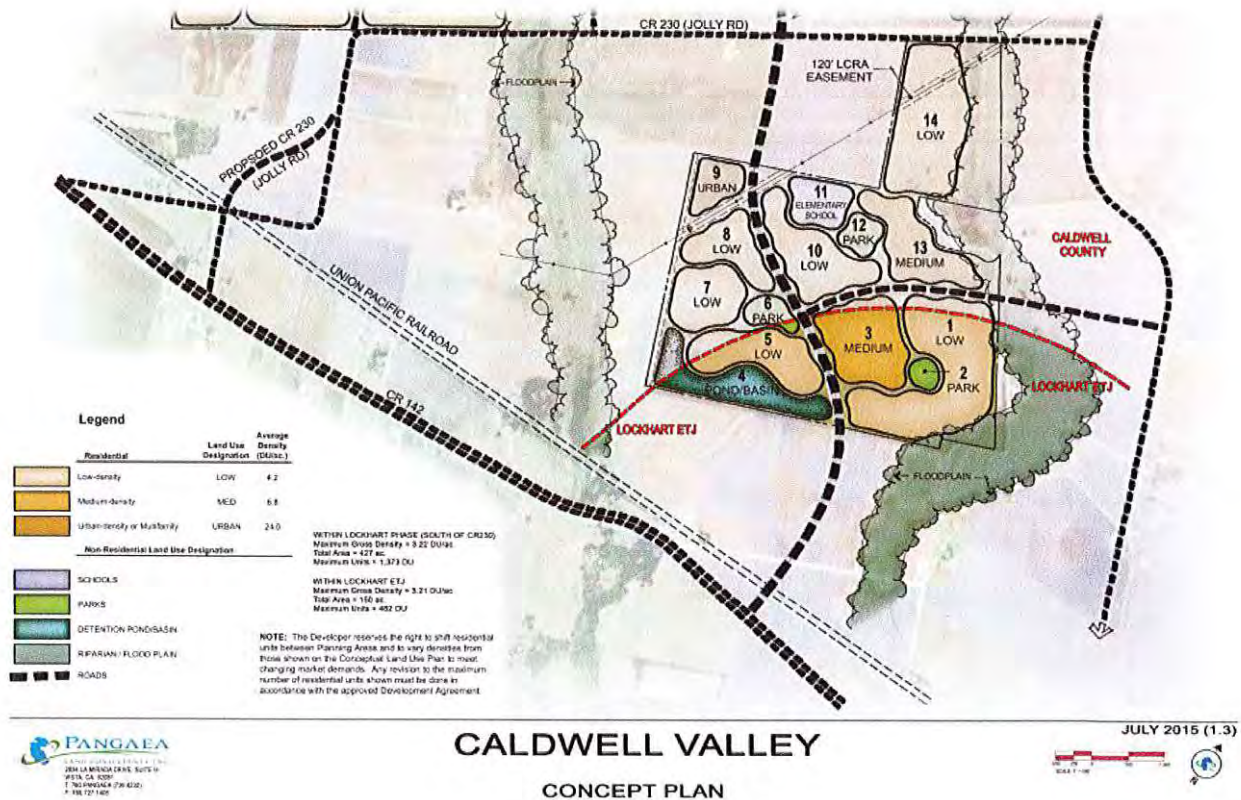
ATTEST:

APPROVED AS TO FORM:

Connie A. Constancio, TRMC
City Secretary

Peter Gruning
City Attorney

EXHIBIT "A" TO RESOLUTION GRANTING CONSENT TO MUD ANNEXATION



**DEVELOPMENT/SUBDIVISION AGREEMENT
PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL
FOR CALDWELL VALLEY LOCKHART PORTION**

THIS DEVELOPMENT/SUBDIVISION AGREEMENT PROVIDING FOR REGULATION OF SUBDIVISION AND APPROVAL FOR CALDWELL VALLEY LOCKHART PORTION (the "Agreement") is made and entered into by and among 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 a property owner and in its capacity as an operator and manager authorized to sign this Agreement on behalf of the **Walton Individual Owners** (hereinafter defined, collectively "Owner"). The City and Owner are sometimes collectively herein referenced as the "Parties," and individually, as a "Party."

RECITALS

WHEREAS, Texas 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 Texas counties; and

WHEREAS, Texas counties and Texas 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 Texas counties use to ensure that infrastructure and development in an extraterritorial jurisdiction ("ETJ") and are planned and constructed in a responsible manner; and

WHEREAS, Owner collectively owns approximately 426.85 acres of real property, more or less, a portion of which is located or to be located in the ETJ of the City of Lockhart, Caldwell County, Texas, ("City"), as such real property is more particularly described in Exhibit "A" attached hereto ("Caldwell Valley Lockhart Portion" or the "Property"); and

WHEREAS, Owner plans to obtain all entitlements and other governmental approvals necessary to develop Caldwell Valley Lockhart Portion as a master-planned mixed use community such that one or more Owner and/or the successors-in-title to one or more Owner may develop Caldwell Valley Lockhart Portion in accordance with this Agreement and that certain Caldwell Valley Development Agreement dated effective February 7, 2017 by and between Owner and the City ("Development Agreement"); and

WHEREAS the Parties desire to set forth specific development regulations and an approval schedule which shall apply to the development of the Property to the extent allowed by law. Such development regulations shall be known as the "Caldwell Valley Lockhart Portion Development Standards", a copy of which is attached as Exhibit "B", which may be amended from time to time in accordance with the procedural requirements set forth herein.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions.

1. "Individual Owners" means, collectively, all persons, entities and trusts (other than Primary Owner, Walton Caldwell Ranch, WCR Development Sub, Walton Austin Land, Walton Silver Crossing and Walton Premium Land) that own an undivided, tenant-in-common interest in any portion of the Caldwell Valley Lockhart Portion.
2. "Owner" means, collectively, (i) Primary Owner, and (ii) any subsequent owner of real property comprising all or any portion of Caldwell Valley Lockhart Portion that is a successor or assignee of the rights and obligations of Owner in accordance with Article VI 9(a) of this Agreement.
3. "Primary Owner" shall mean initially, Walton Texas, LP, and any entity to which Walton Texas, LP, assigns its rights and obligations as Primary Owner in accordance with Article VI Section 9(b) of this Agreement.

II. Duties and Responsibilities.

1. For development within Caldwell Valley Lockhart Portion, County shall serve as the authority to fulfill the provisions of the Caldwell Valley Lockhart Portion Development Standards, including the authority to act as the coordinating entity for the review and approval process of development applications within Caldwell Valley Lockhart Portion.
2. County shall accept all fully completed applications for review in accordance with this Agreement and the Caldwell Valley Lockhart Portion Development Standards, including but not limited to, preliminary plats, subdivision plats, and subdivision construction plans (the "Applications").
3. Owner shall confer with the Caldwell County 911 Addressing Division or the County's designated representatives concerning street names prior to final plat approval. Streets shall be dedicated to the County at the appropriate time.
4. County shall approve any Application that complies with this Agreement and the Caldwell Valley Lockhart Portion Development Standards as they may be amended from time to time.
5. County shall have exclusive jurisdiction over approval, permitting, regulation and inspection of individual on-site sewage facilities. 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.
6. Fire and emergency services shall be provided by the County or Emergency Services District No. 2.

III. Inspection and Approval of Subdivision Infrastructure.

1. Inspection and approval authority over road construction, stormwater drainage, water and wastewater facilities, and all other infrastructure within Caldwell Valley Lockhart Portion shall be the responsibility of County and/or the applicable utility provider, as described by the Caldwell Valley Lockhart Portion Development Standards.
2. 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, all publicly dedicated and accepted stormwater drainage facilities, and any other publicly dedicated and accepted infrastructure.
3. County approval and acceptance of subdivision infrastructure in Caldwell Valley Lockhart Portion shall be granted if it complies with this Agreement and the Caldwell Valley Lockhart Portion Development Standards.

IV. Maintenance of the Subdivision Infrastructure.

1. County shall be responsible for maintenance of the roads, bridges and their related appurtenances that have been dedicated to the public and accepted by the County for maintenance. County shall not be responsible for the maintenance of stormwater drainage facilities or water and wastewater facilities located in the City's ETJ. The maintenance of all stormwater drainage facilities located in the City's ETJ shall be the responsibility of a municipal utility district ("MUD") or homeowners association ("HOA"), as applicable. The applicable utility provider shall be responsible for maintenance of water facilities and wastewater facilities and all other utility service facilities situated within Caldwell Valley Lockhart Portion.
2. County shall grant one or more easements or license agreements to a MUD or HOA, as may be reasonably necessary, for purposes of maintaining, replacing or relocating drainage facilities and/or sanitary sewer lines located under public rights of way.

V. Development

1. Vesting. Development of Caldwell Valley Lockhart Portion shall be exclusively governed by, and Owner has vested authority to develop the Property in accordance with this Agreement and the Caldwell Valley Lockhart Portion Development Standards. Owner shall be deemed fully vested with all such rights beginning on the Effective Date of this Agreement. To the extent that any current or future County development regulations conflict with this Agreement or the Caldwell Valley Lockhart Portion Development Standards, this Agreement and the Caldwell Valley Lockhart Portion Development Standards 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 to the extent such regulations and/or regulatory actions are intended to prevent imminent, foreseeable harm to human safety or property.

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 Caldwell Valley Lockhart Portion 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 Caldwell Valley Lockhart Portion. 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 Caldwell Valley Lockhart Portion, including but not limited to all land development regulations, are hereby replaced in their entirety with this Agreement, the Caldwell Valley Lockhart Portion Development Standards, Approval Schedule and applicable City requirements.
4. Parkland. County hereby acknowledges and agrees that Owner shall not be required to pay any parkland dedication fees to County.

VI. Miscellaneous.

1. General Administration. The Caldwell County Engineer 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. Prior to or simultaneously with the installation of the drainage facilities, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, 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 (the Effective Date) until the earlier of (i) the date which is forty-five (45) years from the Effective Date, or (ii) the date of a written termination of the Agreement signed by all of the Parties (the "Term").
5. Preservation of Powers. Nothing in this Agreement is intended or shall be construed to limit the power or authority under applicable laws of a Party to adopt, modify, or enforce subdivision regulations in the ETJ, or to limit the power or authority of the Parties to make additional agreements under applicable laws as the Parties believe may be necessary or desirable as such enforcement or agreements affect land or areas 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 each of the following:

(a) *If to County:*

County Judge
Caldwell County
110 S. Main St.
Lockhart, Texas 78644
512-398-1809

With a copy to:

District Attorney
Caldwell County
1703 S. Colorado Street, Box 5
Lockhart, TX 78644
512-398-1811

and an additional copy to:

Kasi Miles
Director of Sanitation
1700 FM 2720
Lockhart, Texas 78644
512-398-1803

(b) *If to Owner:*

Walton Texas, LP
5420 LBJ Freeway, Suite 790
Dallas, TX 75240
Attn: John Vick
972-713-0000

With a copy to:

Walton International Group
14614 N. Kierland Blvd. Suite 120
Scottsdale, AZ 85254
Attn: Legal Counsel
T: 480-586-9288

and an additional copy to:

Steven C. Metcalfe
Metcalf Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
T: 512-404-2209

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 delivering at least five (5) days written notice to the other Party in accordance with the requirements of this Section 6.

7. Entire Agreement. This Agreement constitutes the entire agreement between County and Owner as it relates to the review and approval of subdivisions of any real property comprising all or any portion of Caldwell Valley Lockhart Portion. The Parties recognize the Development Agreement, which was authorized pursuant to Chapter 212.172 of the Texas Local Government Code and executed by the City and Owner, governs the relationship between the Owner and City and may be modified from time to time. 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 process of subdivision applications in Caldwell Valley, this Agreement (as may be amended from time to time) shall prevail. The terms of the Development Agreement shall control with respect to any conflict involving other subject matter.
8. Amendment. This Agreement may be amended only by a written agreement signed and executed by an authorized representative of County and Owner, or all the then current Owners of all portions of Caldwell Valley Lockhart Portion (other than the individual owners of developed lots); provided, however, an Owner of a portion of Caldwell Valley Lockhart Portion (other than an end-buyer of a fully developed and improved lot) and the County may amend this Agreement as it relates solely to such Owner's real property without the joinder of any other Owner provided that the Primary Owner must be party to such amendment if the Primary Owner then owns any portion of Caldwell Valley Lockhart Portion. In addition, as long as the Primary Owner owns any land within Caldwell Valley Lockhart Portion, the Primary Owner and County may amend this Agreement without the joinder of any other landowner.
9. Assignment; Transferability.
 - (a) Any Owner may assign its rights and obligations in and to this Agreement from time to time with respect to all or any portion of Caldwell Valley Lockhart Portion such Owner owns as of the date of the assignment to a purchaser of all or the respective portion of Caldwell Valley Lockhart Portion. Any such assignment must be in writing, must set forth the assigned rights and obligations of the assignor and assignee without purporting to modify or amend this Agreement (and any purported modification or amendment of this Agreement in such an assignment shall

ineffective unless it has been signed and executed by all necessary Parties in accordance with Article 6, Section 8) and must be executed by both the applicable Owner, as assignor, and the assignee. Owner shall provide County and Primary Owner notice of any and all such assignments, including a fully executed copy of the assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability, with respect to the part of Caldwell Valley Lockhart Portion so assigned, except as to any default that occurred prior to the effective date of the assignment. In the case of nonperformance by one Owner (in such capacity, a "Nonperforming Owner"), County may pursue all remedies against the Nonperforming Owner but will not impede development activities of any other Owner as a result of the Nonperforming Owner's nonperformance.

- (b) 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. 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, does not own any portion of the Property, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.
- (c) County shall not assign this Agreement, in whole or in part.
- (d) Owner and Owner's assignees shall have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of County. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided County has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Owner by this Agreement; and County agrees to accept a cure offered by the lender as if offered by the defaulting Owner. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

- (e) County shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.
- 10. Agreement Binds Succession and Runs with the Property. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising Caldwell Valley Lockhart Portion and shall be binding on all future Owners of the real property comprising Caldwell Valley Lockhart Portion.
- 11. Interlocal Agreement. To the extent there is an Interlocal Agreement between the County and City, this Agreement shall be deemed a "subdivision agreement" thereunder.
- 12. Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in the County. Venue for any action to enforce or construe this Agreement shall be the County
- 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 14. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Exhibits

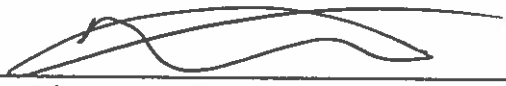
Exhibit "A"	Legal Description
Exhibit "B"	Caldwell Valley Lockhart Portion Development Standards
Exhibit "C"	Caldwell Valley Lockhart Portion Land Use Plan
Exhibit "D"	Caldwell Valley Development Agreement (City of Lockhart)
Exhibit "E"	Caldwell Valley Overall Conceptual Land Use Plan

[Signature Pages Follow]

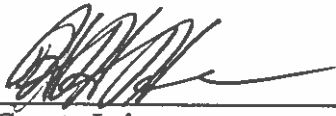
[COUNTY SIGNATURE PAGE]

"COUNTY":

CALDWELL COUNTY, TEXAS

By: 
District Attorney

Date: 4-30-19

By: 
County Judge

Date: 4-30-19

OWNER SIGNATURE PAGES]

WALTON TEXAS, LP,
a Texas limited partnership,
in its capacity as an Owner of the Property
and in its capacity as operator and manager
on behalf of the Walton Individual 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: John Vick
Its: Vice President

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

FIELD NOTE 1052
UDG PROJECT NO. 10-601

77.20 ACRES
CALDWELL COUNTY, TEXAS

DESCRIPTION

DESCRIBING 77.20 ACRES OF LAND BEING A PORTION OF THE WILLIAM BARBER SURVEY A-47, CALDWELL COUNTY, TEXAS, BEING THE SAME 77.195 ACRES TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO ANN KATHERINE SMITH AND GREGORY BLAKE SMITH EXECUTED ON APRIL 30, 2010 AND RECORDED IN VOLUME 610 PAGE 121 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS AND BEING RE-RECORDED IN A CORRECTION SPECIAL WARRANTY DEED RECORDED ON JANUARY 18, 2011 IN VOLUME 639 PAGE 801 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 77.20 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found at the east corner of said 77.195 acre tract and the north corner of a 14.956 acre tract as described in a deed to Guadalupe Gutierrez as recorded in Volume 436 Page 590, same being on the southwest line of a 151 1/4 acre tract as described in a deed to W.H.Schroeder as recorded in Volume 238 Page 442 of the Official Public Records of said County;

THENCE, with the common line of said 77.195 acre tract and said 14.956 acre tract S58°08'49"W a distance of 1113.41 feet to an iron rod found at the northwest corner of said 14.956 acre tract and same being the northeast corner of a 349.65 acre tract as described in a deed to Walton Texas, LP as recorded in Volume 635 Page 352 and re-recorded in Volume 636 Page 434 of the Official Public Records of said County;

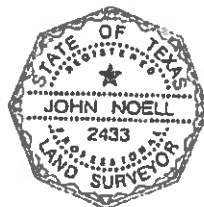
THENCE, with the northwest line of said 349.65 acre tract, same being with the southeast line of said 77.195 acre tract, S58°07'33"W, 554.96 feet to an iron rod found at the base of a 10" post at the east corner, same being at the east corner of that certain 80 acre tract described in a deed to Bryant L. Hohertz and wife Veleria G. Hohertz as recorded in Volume 565 Page 15 of the Official Public Records of said County;

THENCE, with the common line of said 80 acre tract and 77.195 acre tract N33°02'06"W a distance of 2163.67 feet to an iron rod found for the west corner of said 77.195 acre tract, same being the north corner of said 80 acre tract, said corner being S47°14'01"W a distance of 1771.98 feet from an iron rod found at the west corner of said 80 acre tract;

THENCE, along the common line of said 77.195 acre tract and County Road 230 (Jolly Road) N47°13'41"E, a distance of 1273.09 feet to an iron rod with cap (Hinkle) found;

THENCE, with the southwest line of said 151 1/4 acre tract, same being the northeast line of said 77.195 acre tract, S42°45'10"E, 2448.32 feet to the POINT OF BEGINNING and containing 77.20 acres of land.

Surveyed by:
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040



John Noell
John Noell, R.P.L.S. #2433

11-10-2010

Date:

Revised: 01-24-2011

Map attached.

Bearing Basis: Texas State Plane Coordinate System, NAD 83, Texas Central Zone

Exhibit "A"

Tract 1:

DESCRIBING 349.65 ACRES OF LAND BEING A PORTION OF THE WILLIAM BARBER SURVEY A-47, THE MARTIN McFERRIN SURVEY A-204, THE JOHN B. GRAY SURVEY A-116 AND THE JAMES GEORGE SURVEY A-118, CALDWELL COUNTY, TEXAS, SAME BEING ALL OF THOSE TWO (2) TRACTS OF LAND DESCRIBED AS FIRST TRACT: 61 1/2 ACRES AND SECOND TRACT: 300 1/2 ACRES IN A DEED TO BRUCE BOWERS EXECUTED ON OCTOBER 25, 1960 AND RECORDED IN VOLUME 285 PAGE 113 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 14.956 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO GUADALUPE GUTIERREZ EXECUTED ON OCTOBER 27, 2005 AND RECORDED IN VOLUME 436 PAGE 590 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 349.65 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found at the west corner of said 300 1/2 acre tract, same being in the southeast line of that certain 89.23 acre tract described in a deed to Daniel E. Abernathy as recorded in Volume 180 Page 689 of the Official Public Records of said County, same also being at the east corner of that certain 130 acre tract described in a deed to Robert Bartling as recorded in Volume 95 Page 394 of the Deed Records of said County;

THENCE, with the northwest line of said 300 1/2 acre tract, same being with the southeast line of said 89.23 acre tract, N58°06'34"E, 865.36 feet to an iron rod with cap found at the east corner of said 89.23 acre tract, same being at the west corner of that certain 80.00 acre tract described in a deed to Bryant L. Hohertz and wife, Veleria G. Hohertz as recorded in Volume 565 Page 15 of the Official Public Records of said County from which an iron rod found bears N31°48'57"W, 2.76 feet;

THENCE, with the northwest line of said 300 1/2 acre tract, same being with the southeast line of said 80.00 acre tract, N58°04'11"E, 1746.93 feet to an iron rod found at the base of a 10" post at the east corner of said 80.00 acre tract, same being at the west corner of that certain 77.195 acre tract described in a deed to Ann Katherine Smith and Gregory Blake Smith as recorded in Volume 610 Page 121 of the Official Public Records of said County;

THENCE, with the northwest line of said 300 1/2 acre tract, same being with the southeast line of said 77.195 acre tract, N58°07'33"E, 554.96 feet to an iron rod with cap (Hinkle) found at the west corner of said 14.956 acre tract;

THENCE, through the interior of said 300 1/2 acre tract, same being with the west, south and east lines of said 14.956 acre tract, the following thirteen courses:

- 1) S32°56'51"E, 196.78 feet to an iron rod with cap (Hinkle) found;
- 2) Along a curve to the left having a radius of 112.44 feet, an arc length of 115.46 feet, a central angle of 58°50'09" and a chord which bears S68°14'04"E, 110.46 feet to an iron rod with cap (Hinkle) found;
- 3) N82°14'38"E, 195.59 feet to an iron rod with cap (Hinkle) found;

Bowers -- Special Warranty Deedv4.doc

- 4) Along a curve to the right having a radius of 137.56 feet, an arc length of 134.23 feet, a central angle of 55°54'31" and a chord which bears S72°24'30"E, 128.97 feet to an iron rod with cap (Hinkle) found;
- 5) S45°08'24"E, 67.42 feet to an iron rod with cap (Hinkle) found;
- 6) Along a curve to the left having a radius of 115.23 feet, an arc length of 187.66 feet, a central angle of 93°18'39" and a chord which bears S85°48'44"E, 167.60 feet to an iron rod with cap (Hinkle) found;
- 7) N61°09'00"E, 143.05 feet to an iron rod with cap (Hinkle) found;
- 8) N58°59'25"E, 216.88 feet to an iron rod with cap (Hinkle) found;
- 9) Along a curve to the right having a radius of 432.52 feet, an arc length of 176.85 feet, a central angle of 23°25'39" and a chord which bears N70°19'50"E, 175.62 feet to an iron rod with cap (Hinkle) found;
- 10) Along a curve to the left having a radius of 155.99 feet, an arc length of 199.52 feet, a central angle of 73°16'58" and a chord which bears N59°29'19"E, 186.19 feet to an iron rod with cap (Hinkle) found;
- 11) N32°46'49"W, 41.75 feet to a nail found in fence post;
- 12) N04°19'44"W, 36.04 feet to a 4" treated post found;
- 13) N28°20'33"W, 86.64 feet to a 4" treated post found in the northeast line of said 300 ½ acre tract, same being at the northern most southeast corner of said 14.956 acre tract and in the southwest line of that certain 151 ½ acre tract of land described in a deed to W. H. Schroeder as recorded in Volume 238 Page 442 of the Deed Records of said County;

THENCE, with the northeast line of said 300 ½ acre tract, same being the southwest line of said 151 ½ acre tract and the southwest line of that certain 63 acre tract of land described in a deed to Edward Benjamin Merka and wife, Clara Agnes Merka as recorded in Volume 357 Page 328 of the Deed Records of said County, S42°08'55"E, 1375.16 feet to an iron rod with cap (UDG #2433) set from which an iron rod with cap (RPLS 1753) found at the northern most west corner of that certain 3 acre tract of land described in a deed to Eddie J. Payne as recorded in Volume 395 Page 257 of the Deed Records of said County bears N47°30'40"E, 30.00 feet;

THENCE, with the northeast line of said 300 ½ acre and said 61 ½ acre tracts, same being with the southwest line of said 63 acre tract and the southwest line of that certain 194.7 acre tract described in a deed to Lisa Kay Jolley King as recorded in Volume 130 Page 865 of the Official Public Records of said County, S42°29'22"E, 1499.83 feet to an iron rod found at the northern most east corner of said 61 ½ acre tract, same being at an interior corner of said 194.7 acre tract;

THENCE, with a southeast line of said 61 ½ acre tract, same being a northwest line of said 194.7 acre tract, S58°43'47"W, 766.78 feet to an iron rod with cap (UDG #2433) set at an interior corner of said 61 ½ acre tract, same being at a west corner of said 194.7 acre tract;

THENCE, with a northeast line of said 61 ½ acre tract, same being a southwest line of said 194.7 acre tract, S31°16'13"E, 150.00 feet to a 6" steel post found at the north corner of that certain 100 acre tract of land described in a deed Terrell E. Clark as recorded in Volume 437 Page 562 of the Deed Records of said County;

THENCE, with a southeast line of said 61 ½ acre tract, same being a northwest line of said 100 acre tract, same being a northwest line of that certain 60 acre tract described in a deed to Terrell E. Clark as recorded in Volume 281 Page 583 of the Deed Records of said County, same being a northwest line of that certain 42 acre tract of land described in a deed to Diana Menn Atchison as recorded in Volume 407 Page 269 of the Official Public Records of said County, S58°43'47"W, 4142.26 feet to a 1" iron pipe found at the south corner of said 61 ½ acre tract, same being at the east corner of said 130 acre tract;

THENCE, with the southwest line of said 61 1/4 acre tract, same being northeast line of said 130 acre tract, N31°51'51"W, 580.55 feet to an iron rod with cap (Chaparral) found at the west corner of said 61 1/4 acre tract, same being at the south corner of said 300 1/4 acre tract;

THENCE, with the southwest line of said 300 1/4 acre tract, same being the northeast line of said 130 acre tract, N31°52'17"W, 2863.15 feet to the POINT OF BEGINNING and containing 349.65 acres of land.

Tract 2:

The non-exclusive thirty foot (30') access easement ("Access Easement") reserved by Grantor in that certain Warranty Deed dated October 27, 2005 recorded in Volume 436, Page 590 of the Official Records of Caldwell County, Texas, as being more particularly described by metes and bounds attached hereto as Exhibit "A-1".

Exhibit "A-1"
ACCESS EASEMENT

Vol. 430 Page 584



BEING a 30' wide access easement situated in Caldwell County, Texas and being a part of the Wilcox Barker Survey A-47 and being a part of a tract of land designated as Second Tract, called 300 1/2 acres and conveyed to Bruce Bowers by deed recorded in Volume 285 Page 113 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

THENCE 15° of a capped 15" iron pin set in the SW corner of the West member of County Road 2235 & (7 A.M. County View Road) and in the center of the above mentioned 300 1/2 acre tract for the most easterly corner this tract.

THENCE running the said 300 1/2 acre tract and with a curve turning to the right having a radius of 153.96 feet and an arc length of 719.41 feet and a central angle of 73 degrees 14 minutes 40 seconds and the chord of which bears S 61 degrees 18 minutes 52 seconds W 156.11 feet to a capped 15" iron pin set for a point of reverse curvature.

THENCE with a curve turning to the left having a radius of 421.33 feet and an arc length of 176.04 feet and a central angle of 23 degrees 25 minutes 51 seconds and the chord of which bears S 75 degrees 18 minutes 22 seconds W 175.21 feet to a capped 15" iron pin set for the PT of the said curve.

THENCE S 62 degrees 32 minutes 28 seconds W 316.89 feet to a capped 15" iron pin set for an angle point.

THENCE W 63 degrees 00 minutes 45 seconds W 141.90 feet to a capped 15" iron pin set to the PC of a non-integer curve.

THENCE with a curve turning to the right having a radius of 133.33 feet and an arc length of 187.33 feet and a central angle of 31 degrees 08 minutes 00 seconds and the chord of which bears S 83 degrees 54 minutes 44 seconds W 167.33 feet to a capped 15" iron pin set for the PT of the said curve.

THENCE N 61 degrees 23 minutes 16 seconds W 67.33 feet to a capped 15" iron pin set in the PC of a curve.

THENCE with a curve turning to the left having a radius of 137.56 feet and an arc length of 134.33 feet and a central angle of 30 degrees 55 minutes 00 seconds and the chord of which bears N 70 degrees 39 minutes 27 seconds W 129.06 feet to a capped 15" iron pin set for the PT of the said curve.

THENCE S 04 degrees 67 minutes 34 seconds W 155.58 feet to a capped 15" iron pin set in the PC of a curve.

THENCE with a curve turning to the right having a radius of 101.77 feet and an arc length of 119.63 feet and a central angle of 63 degrees 24 minutes 48 seconds and the chord of which bears N 66 degrees 24 minutes 06 seconds W 110.33 feet to a capped 15" iron pin set for the PT of the said curve.

THENCE N 31 degrees 05 minutes 46 seconds W 198.00 feet to a capped 15" iron pin set in the NW 1/4 of the said 300 1/2 acre tract and in the SE 1/4 of a tract of land called 154.43 acres and conveyed to Harold H. Jolley by deed recorded in Volume 230 Page 683 of the said CHS&H Records for the West corner this easement.

THENCE N 80 degrees 00 minutes 00 seconds E with the NW 1/4 of the said 300 1/2 acre tract and the adjacent SE 1/4 of the above mentioned 154.43 acre tract 36.01 feet to a point for the most westerly corner this tract.

Claude Hinkle Surveyors, LLC
P.O. Box 1827 - Lockhart, Texas 78644 - Phone (512) 398-7808 - Fax (512) 398-7683

VOL. 436 PAGE 595



Claude Hinkle Surveyors

THENCE S 31 degrees 05 minutes 48 seconds E, returning the said 389 16 acre tract 195.88 feet to a point in the PC of a curve.

THENCE with a curve bearing to the left having an arc length of 62.44 feet and a radius of 71.77 feet, and the chord of which bears S 68 degrees 57 minutes 32 seconds E 77.96 feet to a point for the PT of the said curve.

THENCE N 14 degrees 07 minutes 57 seconds E 185.85 feet to a point in the PC of a curve.

THENCE with a curve bearing to the right having an arc length of 102.87 feet and a radius of 167.56 feet, and the chord of which bears S 70 degrees 23 minutes 21 seconds E 156.36 feet to a point for the PT of the said curve.

THENCE S 43 degrees 23 minutes 45 seconds E 68.31 feet to a point for the PC of a curve.

THENCE with a curve bearing to the left having an arc length of 143.38 feet and a radius of 85.33 feet, and the chord of which bears S 81 degrees 31 minutes 38 seconds E 125.89 feet to a point for the PT of the said curve.

THENCE N 49 degrees 00 minutes 48 seconds E 148.24 feet to a point for an angle point.

THENCE N 60 degrees 31 minutes 29 seconds E 216.21 feet to a point in the PC of a curve.

THENCE with a curve bearing to the right having an arc length of 102.89 feet and a radius of 482.52 feet, and the chord of which bears N 74 degrees 28 minutes 29 seconds E 130.86 feet to a point in the PC of a curve.

THENCE with a curve bearing to the left having an arc length of 134.48 feet and a radius of 123.89 feet, and the chord bearing of N 67 degrees 05 minutes 03 seconds E 170.00 feet to a point in the West Thence of County Road #2258 for the west Easement North corner Old monument.

THENCE S 30 degrees 40 minutes 03 seconds E with the West boundary of County Road #2258 38.83 feet to a closed 16" iron pin set in the PC of a non tangent curve.

I do hereby certify that the foregoing field notes are a true and correct description of a survey made on the ground under my direct supervision and completed on August 24, 2003 and revised on September 19, 2003. This survey is for use with this one transaction only. Only those prints containing the signed Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



Claude Hinkle Surveyors, LLC

P.O. Box 18271 - Lockhart, Texas 78644 - Phone (512) 399-2000 - Fax (512) 399-7683

Bowen - Special Warranty Deed-4.doc

EXHIBIT "B"

Caldwell Valley Lockhart Portion Development Standards

[See attached]

**CALDWELL VALLEY LOCKHART PORTION
DEVELOPMENT STANDARDS**

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ARTICLE I

REGULATIONS AND GUIDELINES

A. AUTHORITY

These Caldwell Valley Lockhart Portion Development Standards are adopted by the order of the Caldwell County Commissioners Court acting in its capacity as the governing body of the County of Caldwell, Texas, pursuant to appropriate statutes and regulations as provided by the Texas Local Government Code.

B. PURPOSE AND PRIORITIES

The purpose of these Development Standards is to set out new standards and procedures for the Subdivision of land located within Caldwell Valley Lockhart Portion. Furthermore, these Development Standards amend current development regulations and will regulate the filing for record of Subdivision plats and establish construction standards and other requirements pertinent thereto for Subdivisions within the boundaries of Caldwell Valley Lockhart Portion, for the promotion of health, safety and general welfare of the community.

1. In the event of invalidation of any of the provisions of these Development Standards by a court of competent jurisdiction, all other provisions of these Development Standards shall remain in full force and effect.
2. During the Term of this Agreement, unless mandated by state, County or federal regulations, City and County shall not impose any other requirements or standards on the Project which are not applicable in City's extra-territorial jurisdiction ("ETJ") as of the date of this Agreement, unless indicated in these Development Standards.

ARTICLE II

DEFINITIONS

Any office referred to in these Development Standards by title means the person employed or appointed the County in that position, or their duly authorized representative. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in planning and engineering practices. For the purpose of these Development Standards, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this Section.

“Acceptance Letter” shall mean written approval by the applicable Entity.

“Applicant” shall mean any owner, developer, person or entity engaging in Subdivision of property or applying for any permit, approval, variance or waiver under these Development Standards.

“County” shall mean Caldwell County, Texas a political subdivision of the State of Texas.

“County Administrator” shall mean the County Judge or his/her designee for enforcement of this Agreement.

“Engineer” shall mean a person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering.

“Entity” shall mean the applicable governmental entity responsible for final inspections.

“Floodplain” shall mean the area subject to inundation by water from the designated storm frequency which is designated by FEMA as “floodplain”. A Floodplain is established on a defined drainage way once the drainage basin includes more than 200 acres of land.

“Lot or Tract” shall mean an undivided tract or parcel of land having frontage or access by easement to a public or private street and which is, or in the future may be, offered for sale, conveyance, transfer, or improvement, which is designated as a distinct and separate tract and/or which is identified by a tract or lot number or symbol on a duly approved subdivision plat which has been properly recorded.

“May” shall mean permissive.

“On-Site Sewage Facility (OSSF) Permit” shall mean a permit issued by County for the purpose of providing wastewater treatment services through an authorized septic system.

“Shall” shall mean mandatory.

“Should” shall mean a recommendation and is not mandatory.

“Subdivision” shall mean the division of any lot, tract, or parcel of land, within Caldwell Valley Lockhart Portion, into two or more lots or sites for the purpose of sale, financing or building construction, including re-subdivision of land for which a plat has been recorded.

“Surveyor” shall mean a Licensed State Land Surveyor or a Registered Public Land Surveyor, as authorized by the State statutes to practice the profession of surveying.

“Temporary Housing” shall mean an independent, individual building that has been produced in a factory and designed and constructed for transportation to a site located in Caldwell Valley for installation which shall only be used for the municipal utility district creation and confirmation process and as necessary during the course of development.

“Will” shall mean mandatory.

ARTICLE III

GENERAL SUBDIVISION STANDARDS

A. GENERAL REQUIREMENTS

Any Applicant who subdivides a tract of land shall:

1. comply in all respects with these Development Standards;
2. prepare and submit to County a Subdivision application for approval of the proposed Subdivision in accordance with the terms and procedures set forth in these Development Standards;
3. not occupy a Dwelling Unit until all roads, water, sewer and drainage facilities are constructed in accordance with these Development Standards. Notwithstanding the foregoing, a site used for the purposes of Temporary Housing shall be allowed to occupy such site without compliance with this Section; and
4. comply with the "Parks, Trails and Open Space Plan" Caldwell Valley Lockhart Portion.

B. SUBDIVISION APPROVAL PROCESS

No Subdivision of property shall be allowed until the Applicant has satisfied each of the following steps in the order indicated:

1. approval of a Preliminary Plat by the County Commissioners Court, unless otherwise allowed by Article VI Section A, Subsection 2; and
2. approval of a Final Plat by the County Commissioners Court, unless otherwise allowed by Article IV.

C. WASTEWATER PERMITS

Except for Temporary Housing, no OSSF Permits shall be issued for any parcel of land unless that property is in compliance with the requirements of these Development Standards.

D. SUBDIVISION THAT FRONTS ON ANY STATE HIGHWAY OR COUNTY ROAD

Owner must provide County a letter from TxDOT evidencing approval of the Preliminary Plat and Final Plat when the Subdivision is adjacent to any State road.

ARTICLE IV

EXEMPTIONS

A. EXEMPTIONS FOR THE PLATTING REQUIREMENTS

1. The subdivision of a tract of land shall be exempt from the platting requirements of these Development Standards if an Owner of a parcel divides the parcel into two or more parts and all of the resulting parcels: (i) are more than ten (10) acres, (ii) have adequate and approved access to a public street and (iii) no public improvements are being dedicated.
2. An Applicant that claims an exemption under Section A.1. of this Article IV shall demonstrate to County that a parcel is excepted under this Section from the requirement to plat. Flag lots shall provide sufficient width to meet driveway spacing standards along the public street frontage or shall utilize joint use access easements and shared driveway facilities to access multiple lots. An Applicant shall provide County with the current deed to the property, an adequate legal description, and proof of ownership.
3. Any division of land, not less than one acre in size, to create lots for initial directors necessary for the creation of the District.
4. If County exempts a parcel from the requirements to plat, County shall verify the parcel's exemption in writing.

B. TEMPORARY EXEMPTION FROM PLATTING REQUIREMENTS

1. County shall temporarily exempt a parcel of land from the requirement to plat if County determines that the sole use of the parcel is for Temporary Housing.
2. Upon Applicant's evidencing to County Administrator its intent to install Temporary Housing, County Administrator shall issue a letter recognizing the exemption to plat such Temporary Housing.

ARTICLE V

VARIANCES

A. CONSIDERATION BY COUNTY

1. Any owner of property affected by these rules may make written application for a variance from compliance with any specific rule or requirement. Any such application for a variance shall be submitted independently or processed with an application for Subdivision.
2. County Administrator may authorize a variance from these regulations when, upon a finding, the variance will result in an equal or better situation than the original requirement or is a reasonable standard of practice.
3. The person requesting the variance shall provide information as reasonably required for the County Administrator to consider the effects of granting the variance.

B. CRITERIA FOR GRANTING A VARIANCE

No variance may be granted unless the Commissioners Court or County Engineer, as applicable, finds that:

1. there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of these Development Standards would deprive the Applicant of the reasonable use of their property; or
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant; or
3. the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of these Development Standards.

C. APPLICATION PROCEDURE

1. All requests for a variance shall be made when the Applicant identifies the need for a variance and shall include a statement identifying how the variance request meets the criteria for granting a variance.
2. If a variance is requested subsequent to the submission of a Subdivision application, including Preliminary Plat application, then County may add fifteen (15) days for review of the variance to the normal schedule of Subdivision review.
3. The request for a variance made to County Engineer shall be submitted to County Administrator. County Administrator shall promptly deliver such request for variances to County Engineer within five (5) working days of receiving such request.
4. If the variance request complies with the requirements of Section B of this Article V, County Engineer shall approve such variance request within 15 business days after submittal of the variance request.

5. A request for variance to the County Commissioners Court shall be submitted to County Administrator with copy to the County Engineer, no later than thirty (30) business days prior to the County Commissioners Court meeting at which approval is being sought.
6. Such findings of the County Commissioners Court, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such variance is acted upon.
7. Denial of a variance by the County Engineer may be appealed to the County Commissioners Court for consideration. The County Commissioners Court shall act on the variance request within 30 business days after submittal of the appeal.

D. FEES

The fee for each request for variances shall be in accordance with County fees in effect at the time of the request.

ARTICLE VI

REQUIREMENTS FOR PRELIMINARY PLATS

A. PRELIMINARY PLAT REQUIREMENT

1. A Preliminary Plat must be approved before a Final Plat may be approved, except as provided in Subsection (2).
2. A Final Plat may be approved without a Preliminary Plat if each Lot abuts an existing dedicated public street and County Engineer determines that:
 - i. a new street or an extension of a street is not necessary to provide adequate traffic circulation;
 - ii. rights of way necessary to provide adequate access to each Lot exists; and
 - iii. public drainage facilities are not necessary to prevent flooding, or if necessary, the Applicant shall submit construction plans for such drainage facilities.
3. One or more Preliminary Plats for Caldwell Valley Lockhart Portion shall be permitted.
4. An approved Preliminary Plat will remain in effect for the Term of this Agreement, regardless of whether all or any portion of Caldwell Valley Lockhart Portion is annexed and zoned.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide two (2) 24"x 36" copies of the Preliminary Plat, ten (10) copies of a maximum size of 11" x 17" of the Preliminary Plat and one (1) electronic copy of the Preliminary Plat, or in such other quantity as specified by the County Administrator.
2. All submissions to County pursuant to these Development Standards, including amendments or supplemental materials, shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to these Development Standards.

3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

The Preliminary Plat shall include the following general information:

1. name of the proposed Subdivision, which shall not be the same or deceptively similar to any other subdivision within County unless the Subdivision is an extension of a pre-existing contiguous subdivision;
2. boundary lines and total acreage of the land to be subdivided;
3. a list of non single-family lots and respective acreage within the proposed subdivision;
4. location and acreage of any proposed parks, squares, greenbelts, open space, schools, or other public use facilities and acreage of roads, private or public;
5. names of adjoining subdivisions or owners of property contiguous to the proposed subdivision;
6. name and address of the Surveyor and/or Engineer;
7. name and address of Owner, and developer or Applicant if not Owner;
8. location map showing general location of Subdivision in relation to major roads, topographic features, etc;
9. north arrow, scale and date. The scale shall not exceed 1" = 200'. If more than one sheet is required, an index should be provided;
10. boundary lines of the incorporated city and the limit of the extraterritorial jurisdiction of City, where applicable;
11. indicate the school district in which the Subdivision is located. In the event any Lot lies within more than one school district, then the plat shall clearly state the number of acres within the Lot(s) that lie(s) within each school district;
12. indicate location of any existing structures (wells, cemeteries, etc.) in the Subdivision, on the plat;
13. name of parent survey and acreages;
14. a note indicating that residential lots shall be restricted to one primary residence per lot; and
15. other applicable information as may be reasonably required by the County Administrator.

D. FLOODPLAIN INFORMATION

A Preliminary Plat shall include the following floodplain information:

1. elevation contours of no greater than two foot intervals shall be shown on the plat;
2. all special Flood Hazard areas identified by the most current Flood Insurance Rate Maps published by the Federal Emergency Management Agency "FEMA";
3. each Lot containing the 100 year Floodplain shall have marked on the plat sufficient additional contours to identify and delineate the 100 year Floodplain and regulatory floodway, if any. If base flood elevations have not been established, they shall be established by an engineering study provided by an Engineer working on behalf of the Applicant;
4. any Subdivision containing the 100 year Floodplain shall be marked on the plat with the flood datum affixed at or near the 100 year flood elevation;
5. a drainage plan depicting the anticipated flow of all drainage onto and from the Subdivision and showing all major topographic features on or adjacent to the property including all water courses, 100 year Floodplain boundaries, ravines, bridges and culverts;
6. the location of on-site retention or detention ponds and drainage easements and the impact of Lot and street layouts on drainage for 100 year Floodplain;
7. depiction of all streams, rivers, ponds, lakes, other surface water features or any Sensitive Features, (as defined by the Texas Commission on Environmental Quality ("TCEQ") in 30 Texas Administrative Code 213.3 "Regulations") and a statement certified by the Surveyor or Engineer under his or her professional seal that, to the best of his, or her knowledge, the plat accurately reflects the general location (or absence) of all such features in accordance with the terms of the Regulations; and
8. other applicable information as may be reasonably required by the County Administrator.

E. STREET AND RIGHT-OF-WAY INFORMATION

The Preliminary Plat shall include the following street and right-of-way information:

1. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of the Subdivision, including ties across existing adjacent rights of way;
2. location, size and proposed uses of proposed access easements, or shared access driveways, if any;
3. a statement indicating maintenance of the publicly dedicated and accepted roads shall be the responsibility of the County in which the roads are constructed and dedicated;
4. a proposed Preliminary Plat shall satisfy the requirements relating to alignment of streets and shall contain a written certification from an Engineer that the location and dimensions of streets as set forth and laid out on the Preliminary Plat are in accordance with these Development Standards;

5. names of all streets;
6. indicate the pavement widths planned for each right of way; and
7. other applicable information as may be reasonably required by the County Administrator.
8. The Parties acknowledge that prior to or concurrent with the submittal of the first preliminary plat application, a Traffic Impact Analysis (the "TIA") will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated for the arterials and neighborhood collectors as shown on Exhibit "C" the Land Use Plan and shall be based on the full build-out development of the entire Property and not on the individual plat. Each subsequent preliminary plat application shall be accompanied by an updated TIA for the entire subdivision.

F. WASTEWATER INFORMATION

1. An appropriate statement will be placed on the plat indicating the provider of wastewater service for all Lots within the Subdivision.
2. For Temporary Housing, if a State approved disposal wastewater system is not provided, the Applicant of the proposed Temporary Housing shall comply with the County and State regulations in effect for installation of an OSSF or temporarily pump and haul wastewater to an approved treatment facility.

G. UTILITIES INFORMATION

1. A signed letter from each entity supplying utilities to the Subdivision shall be provided to County. Such letter shall indicate the utilities' intent to serve the Subdivision.
2. The general location of proposed utility and/or infrastructure easements, including water well sanitary easements, shall be shown.
3. Utilities must meet the requirements of Article X.

H. CHANGES TO AN APPROVED PRELIMINARY PLAT

1. Except as provided in Article VI H.2, County Commissioners Court approval is required for a change to an approved Preliminary Plat.
2. County Engineer may approve a minor deviation from an approved Preliminary Plat if County Engineer determines that the minor deviation complies with the requirements of Article VI H.3. An Applicant shall identify the proposed minor deviation on a copy of the Preliminary Plat submitted to County Engineer. A formal application is not required.
3. The County Commissioners Court must review and may approve a revision to an approved Preliminary Plat if the County Commissioners Court determines that the revision is to:
 - i. remove a property restriction from a Preliminary Plat;

- ii. modify a common area, green space, or other open space shown on the Preliminary Plat; or
 - iii. materially change the street layout.
- 4. Minor deviations are those items not listed as revisions under Article VI H.3.
- 5. County Administrator shall provide the County Commissioners Court with all previously approved minor deviations before the County Commissioners Court considers approval of a revision for the same area affected by a proposed change.

I. APPLICATION REVIEW AND APPROVAL PERIOD

- 1. The application review and approval period for a Preliminary Plat shall be governed by the County review schedule in effect at the time of application.
- 2. The County Commissioners Court shall approve a Preliminary Plat if it satisfies the requirements set by these Development Standards.

J. FEES

Each request for Preliminary Plat approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VII

REQUIREMENTS FOR FINAL PLATS & SUBDIVISION CONSTRUCTION PLANS

A. FINAL PLAT REQUIREMENT

1. A proposed Final Plat shall comply with the requirements of the approved Preliminary Plat and these Development Standards
2. An Application for approval of a Final Plat may include all or a portion of the land included in an approved Preliminary Plat.

B. APPLICATION FORM AND CONTENT

1. The Applicant shall provide two (2) 18" x 24" copies of the Final Plat, three (3) copies of complete construction plans and one (1) electronic copy of the Final Plat and construction plans to the County Administrator, or in such other quantity as specified by the County Administrator.
2. Submissions to County pursuant to these Development Standards shall be accompanied by a letter of transmittal indicating:
 - i. the name, address and phone number of owner of the tract of land being subdivided and, if different, the developer or Applicant;
 - ii. the name, address and phone number of any person submitting the materials on behalf of owner;
 - iii. the name of the proposed Subdivision;
 - iv. the size and location of the property to be subdivided;
 - v. a detailed description of the requested actions; and
 - vi. a list of any variances required to these Development Standards .
3. The Applicant shall provide a tax certificate showing that taxes currently due with respect to the property have been paid.

C. GENERAL INFORMATION

1. A Final Plat shall contain the following information:
 - i. bearings and dimensions of the boundary of the Subdivision and all Lots (including parks, green belts, open space). Easements may be shown relative to annotated Lot or boundary lines. Dimensions shall be shown to the nearest one-hundredth of a foot (0.01') and bearings shall be shown to the nearest one second of angle (01"). The length of the radius and arc of all curves, with bearings and distances of all chords, shall be clearly indicated;

description of monument used to mark all boundary, Lot and block corners, and all points of curvature and tangent on street rights of way;

- ii. location of original survey line. The Subdivision shall be located with respect to an original corner of the original survey of which it is a part;
 - iii. Lot numbers and block letters for each Lot;
 - iv. Dimension(s) of each Lot;
 - v. location of building lines and easements;
 - vi. location, size and proposed uses of proposed access easements or shared access easements, if any;
 - vii. total area of all common areas to be dedicated to a municipal utility district or home owners association;
 - viii. acreage of all Lots, calculated to the nearest one-hundredth of an acre; and
 - ix. other applicable information as may be reasonably required by the County Administrator.
- 2. Applicable utility providers must provide a letter indicating their intent or agreement to serve the Subdivision.
 - 3. A letter must be provided from the applicable emergency service providers indicating their approval of the Subdivision.

D. FLOODPLAIN AND DRAINAGE INFORMATION

- 1. For Lots intending to be occupied or built which contain 100 year Floodplain, benchmarks and minimum finished floor elevations of each Lot shall be shown on the Final Plat.
- 2. Any Subdivision within or adjoining the Floodplain will require the Applicant to place a permanent monument (brass disk) with the flood datum (a benchmark) at or near the 100 year Floodplain.
- 3. Building in the floodway is prohibited.
- 4. Building in the Floodplain is restricted to engineering design that will give evidence that it will not increase the 100 year flood elevation. An Engineer must verify this fact by submitting a "No-Rise Certification" to County. No buildings are allowed within the floodplain as identified by FEMA FIRM maps, or as modified by any Conditional Letter of Map Revision ("CLOMR") or a Letter of Map Revision ("LOMR").

E. STREET AND RIGHT-OF-WAY INFORMATION

- 1. The Final Plat shall include the following street and right-of-way information:

- i. location, length and right-of-way widths of all proposed streets and depiction of how all proposed streets shall connect with previously dedicated, platted or planned streets within the vicinity of a Subdivision.
 - ii. total length of all streets, to the nearest one-tenth mile;
 - iii. total acreage of all public or private street and rights-of-way;
 - iv. names of all streets;
 - v. the County in which the streets are constructed shall be responsible for maintenance of publicly dedicated and accepted roads in accordance with the applicable regulations; and
 - vi. other applicable information as may be reasonably required by the County administrator.
2. No single-family residential Lot shall have a driveway access from a numbered County road or a State maintained highway.

F. CONSTRUCTION PLANS

1. Construction plans shall include the following information;
- i. three (3) paper copies and one (1) electronic copy of complete construction plans, specifications and engineering calculations for streets, and drainage improvements to be constructed, are required to be submitted with the Final Plat. Construction plans must be one hundred percent (100%) complete at the time of submittal. Any incomplete sets of construction plans shall be returned unreviewed;
 - ii. the construction plans shall be submitted on standard 24" x 36" sheets;
 - iii. each sheet of the construction plans shall contain a title block, including space for the notation of revisions. The title block shall be placed on the cover sheet and shall clearly note the date and nature of each revision;
 - iv. each sheet of the construction plans shall include north arrow, scale, date, and benchmark description to U.S.G.S. datum;
 - v. each construction plan sheet shall bear the seal and signature of the Engineer responsible for the design and preparation of the plans and sheets;
 - vi. at a minimum, a plan and profile of each street with stationing, top of curb grades, natural ground and finished grade elevations at the right and left rights of way and at the street centerline. The typical cross-section of proposed streets shall show the width of roadways, pavement type and location and width of sidewalks;

- vii. at a minimum, a plan and profile of proposed sanitary sewers with stationing, grades and pipe sizes indicated and showing locations of manholes, cleanouts, etc., and a plan of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants and fittings. Applicable construction details shall be included with the construction plans;
 - viii. include a general location map of the Subdivision showing the entire watershed and the limits of all on-site and off-site storm water draining to the project;
 - ix. include calculations showing the anticipated storm water flow, including watershed area, percent runoff, runoff factors, storm intensity and time of concentrations showing basis for design; and
 - x. include a plan and profile of proposed storm sewers and channels, showing stationing, hydraulic data, grade lines, grades and sizes, manholes, inlets, pipe connections, outlet structures, etc.
2. Include a detailed plan for any bridges, culverts, catch basins, and other drainage structures or any other improvements to be made and shall include:
- i. open channel or storm drain grades, design flow, design velocity, capacity and hydraulic grade line;
 - ii. a plan and profile of all culverts under any street with the design flow of water, headwater and tailwater depth and tail water velocity;
 - iii. the size of all driveway culverts to carry the design flow of water at each point of installation;
 - iv. typical ditch sections and the width of any right-of-way or easement needed; and
 - v. a summary sheet of all drainage facilities.
3. Any proposed changes in topography shall be shown by contour lines on a basis of two (2) foot intervals.
4. An erosion control plan that is in compliance with State and Federal guidelines shall be included with the construction plans.

G. FISCAL SECURITY

- 1. The amount of fiscal security posted by an Applicant shall equal one hundred percent (100%) of the estimated construction cost of the road and drainage infrastructure improvements not completed at the time of plat recordation. The Applicant shall submit the required security to the County for paving and drainage within the street ROW's.
- 2. An Engineer shall provide the construction cost estimate of the infrastructure not completed at the time of plat recordation to the County Engineer for approval.

3. The Applicant shall either:

- i. deposit cash, or other instrument readily convertible into cash at face value with either the County or escrow with a bank or savings and loan institution; or
- ii. provide a letter of credit from a bank or other reputable institution. This letter shall be submitted to the County, and shall certify: (i) that the creditor does guarantee funds equal to 100% of the estimated construction costs of the Subdivision infrastructure improvements not completed at the time of recordation of the plat, (ii) in case of failure on the part of the Applicant to complete the specified improvements, the letter of credit may be called by the County, and (iii) the letter of credit may not be withdrawn, or reduced in amount, until approved by the County.

4. Upon issuance of the final acceptance letter, the County will release or direct the escrow bank to release the fiscal surety.

H. RECORDATION

1. A Final Plat shall not be recorded until:

- i. the County Commissioners Court has approved the Final Plat, and construction plans, and;
- ii. the Applicant constructs all of any road and drainage infrastructure improvements within 36 months after County Commissioners Court approves the Final Plat and construction plans; or
- iii. the Applicant posts fiscal security with the County for any improvements shown on the approved construction plans which are not completed.

2. County Administrator shall have the approved plat recorded in each County where land included in the plat is located.

I. APPLICATION REVIEW AND APPROVAL PERIOD

1. The application review and approval period for a Final Plat shall be governed by the County review schedule in effect at the time of application.
2. The County Commissioners Court shall approve a Final Plat if it satisfies each of the requirements set forth by these Development Standards.

J. RECORD PLAT

Two (2) duplicate 18" x 24" photographic mylars shall be presented to the County Clerk for recording the Final Plat. All writing and drawings on the Final Plat must be large enough to be easily legible following recording, and legible at 50% photocopy reduction.

K. FEES

Each request for Final Plat and construction plan approval shall be in accordance with County fees in effect at the time of the request.

ARTICLE VIII

REPLAT, VACATION OR AMENDMENT OF A SUBDIVISION PLAT

A. VACATION OF PLAT, REPLAT AND AMENDMENT OF PLAT

1. Any plat, replat or amended plat previously recorded with the County Clerk may be vacated by the property owner(s) at any time prior to the sale of any Lot by filing a written, signed, and acknowledged instrument declaring the same to be vacated and recorded with the County Clerk.
2. The County Commissioners Court shall adopt and order to permit the plat vacation, replat or amended plat ("Modified Plat") if it is shown to the County Commissioners Court that;
 - i. the Modified Plat will not interfere with the established rights of any owner of a part of the subdivided land, or
 - ii. each owner whose rights may be interfered with has agreed to the Modified Plat.
3. The Applicant shall be required to notify by certified or registered mail, return receipt requested, owners of property adjacent to the area subject to the modified plat.
4. A Modified Plat shall be recorded and controls over a previously recorded plat without vacation of that plat if the Modified Plat is signed and acknowledged by Owner of the property being platted, and is approved, after public hearing on the matter, by the County Commissioners Court. The action of a Modified Plat cannot amend or remove any covenants or restrictions of the original plat.
5. The County Commissioners Court shall approve and issue an amended plat that complies with Chapter 212 of the Local Government Code.

B. APPLICATION REVIEW AND APPROVAL PERIOD.

1. The application review and approval period for any Modified Plat shall be governed by the County review schedule in effect at the time of application.
2. The County Commissioners Court shall approve a Modified Plat if it satisfies each of the requirements set by these Development Standards.

C. FEES

Each request for a Modified Plat shall be in accordance with County fees in effect at the time of the request.

ARTICLE IX

ROAD CONSTRUCTION AND DRAINAGE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Streets to be constructed shall meet the minimum design requirements set forth in Table #1 below.

Table 1 Summary of Roadway Standards

Function Classification		Alley	Local	Residential Collector	Neighborhood Collector	Arterial
	Average Daily Trips (ADT)	-	Less than 1,000	1,001 to 2,500	2,501 to 5,000	Greater than 5,001
1	Centerline Intersection Angle – Maximum	80°-100°	80°-100°	80°-100°	80°-100°	80°-100°
2	Centerline Intersection Offset ⁽¹⁾ – Minimum	-	125'	125'	125'	200'
3	Centerline Intersection Spacing ⁽²⁾ – Maximum	-	1,200'	1,200'	1,500'	NA
4	Centerline Intersection Spacing ⁽²⁾ – Minimum	-	130'	150'	250'	300'
5	Centerline Radii – Minimum	-	198'	333'	333'	1,039'
6	Centerline radius with Knuckle	-	50'	NA	NA	NA
7	Cul-de-sac Length – Maximum	-	700'	NA	NA	NA
8	Cul-de-sac Pavement Radii ⁽³⁾ – Minimum	-	40'/50'	NA	NA	NA
9	Cul-de-sac ROW Radii ⁽³⁾ – Minimum	-	50'/60'	NA	NA	NA
10	Curb Radii at intersections – Minimum	15'	20'	25'	25'	25'
11	Design Speed	-	25 MPH	30 MPH	30 MPH	45 MPH
12	Driveway permitted	Yes	Yes	Yes	Yes	Restricted ⁽⁸⁾

13	Flag lot width ⁽⁴⁾ – Minimum	-	5'	5'	5'	5'
14	Flag lot width ⁽⁵⁾ – Minimum	-	20'	20'	20'	20'
15	Grade Maximum	11%	11%	10%	10%	8%
16	Lanes - Number	1-2	2	2	2	2-4
17	Medians allowed	No	Yes	Yes	Yes	Yes
18	Parking On Street Allowed	No	Yes	Yes	Yes	No
19	Street Paving Width (face to face)- Minimum	15'	28'	30'	36' ⁽⁶⁾	48' ⁽⁶⁾
20	Street ROW Width - Minimum	20'	50'	60'	70' ⁽⁷⁾	86' ⁽⁷⁾
21	Tangent Between. Curves – Minimum	-	0'	100'	150'	250'

(1) Two streets intersecting another street from opposite sides – does not apply on divided road without median opening.

(2) Two streets intersecting another street from the same side – does not apply on divided road without median opening.

(3) The higher radii shall be provided when the cul-de-sac provides public access to a park, a paseo, or any facility that will trigger a higher use than a residential cul-de-sac.

(4) For instances when a joint use easement is provided for all flag lots in question, a shared driveway is utilized for access to each lot, the minimum width of total adjacent stems is 30 feet and there are no more than 8 adjacent stems.

(5) For a single lot when no access easement is provided and there are no adjacent stems for additional flag lots.

(6) The Street Paving Width Minimum will increase 5 feet per bike lane added.

(7) The Street ROW Width Minimum will increase 5 feet per bike lane added.

(8) No single-family driveways are permitted on Arterials.

2. All streets shall be named. Owner shall coordinate with County 911 for the naming and addressing of all streets.

B. COMPLIANCE, INSPECTION AND TESTING

1. All Subdivision roads and drainage improvements constructed by the developer must be designed in accordance with the requirements of this Article IX and subject to the variance procedure set forth in Article V above. Three (3) complete sets of approved Subdivision construction plans including the approved Final Plat will be submitted to County Administrator.
2. The Applicant shall pay an inspection fee to County to inspect the applicable drainage and paving infrastructure shown in the construction plans as it is being performed to assure compliance with these Development Standards. This fee shall be in accordance with County fees in effect at the time of the request. All County inspectors shall perform their duties under the direct supervision of County Engineer.
3. Failure to comply with any testing required or failure to obtain the tests required before proceeding with the next phase of the work shall cause a determination of non-compliance of the Applicant with these Development Standards.
4. Determination of non-compliance caused by failure to obtain the tests and inspection may only be corrected by:
 - i. complete removal of the work and reconstruction in conformance with these Development Standards; or
 - ii. testing or representative samples taken by core drilling or by removal of specified sections to reach the areas to be tested; or
 - iii. any reasonable method that will prove complete compliance with these Development Standards, which is approved in writing, by County Engineer.
5. The cost of work, repairs, or testing shall be at the expense of the Applicant, and all such work, repairs or testing shall be as follows:
 - i. in accordance with approved construction plans;
 - ii. performed by a person or firm qualified to produce and furnish accurate results.
6. Applicant shall give County at least one (1) working day notice of any requested inspections, subject to County regular business hours and holidays.
7. Geotechnical soil testing shall be taken at least every 500 feet to determine that the roadway meets these standards. Owner shall perform all testing in accordance with County requirements and said testing shall be under the supervision of a geotechnical Engineer.

C. MINIMUM REQUIREMENTS

When utility lines extend across a roadway, they shall be installed, or appropriately sleeved, prior to the placement of base so that the road bed is not disturbed subsequent to road construction.

D. DRAINAGE

1. Drains, drainage structures, and appurtenances shall be designed by an Engineer.
2. Drainage calculations shall be made using an accepted method approved by County Engineer. Drainage systems shall be designed for a 25 year frequency storm, with the 100 year frequency storm contained within the street rights-of-way, and shall be subject to the approval of County Engineer.
3. Minimum drainage pipe diameter under public streets is 18". Drainage structures shall be backfilled in accordance with Caldwell County Standard Specifications.
4. Pipe ends will be protected by safety end treatments, headwalls, riprap, or other concrete structures as approved by County Engineer.
5. Drainage easements shall be shown to scale.
6. Appropriate data and calculations shall be presented to County Engineer upon submission of Subdivision construction plans.
7. Detention and retention ponds shall be designed and constructed to mitigate for the 2, 25, and 100 year storms. There will not be a greater runoff rate from the property after the development than there was prior to development for these storm events.
8. All developments must complete, and have approved by County Engineer, an erosion and sedimentation control plan, a storm water pollution prevention plan, and/or any other related Federal or State required design regarding stormwater.

E. PAVEMENTS

Subgrade, base and pavements shall be designed and constructed in accordance with recommendations made by a geotechnical Engineer.

F. TRAFFIC SIGNS

1. Signs and guard posts shall be installed in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and as directed by County Engineer.
2. County Engineer shall approve to the placement of traffic signs or guard rails. Traffic signs, guardrails and other traffic control devices shall be shown on the construction plans.

G. (INTENTIONALLY DELETED)

H. SPEED LIMIT SIGNS

1. Speed limit signs shall be posted as shown on the construction plans.
2. Posted speed limits in Subdivisions shall be 5 M.P.H. lower than the design speeds listed in Table 1 Article IX. A. 1.
3. Speed limit signs shall be 18" x 24" "Engineer Grade Reflective Sheeting" on aluminum.

I. SIGN POSTS

Developer reserves the right to use a decorative sign post as long as it meets the minimum standards of the current Texas Manual on Uniform Traffic Control Devices (TMUTCD).

J. FINAL INSPECTION AND ACCEPTANCE

1. Before final acceptance of the wastewater, drainage and streets (as applicable) in the Subdivision, the design Engineer shall issue a letter to the Entity responsible for maintenance of the applicable infrastructure stating that he has made an observation of such improvements and recommends acceptance by said Entity. Along with this letter, the design Engineer shall submit one set of record drawings showing the work to be accepted by the Entity.
2. Upon completion of drainage, roads, streets and other facilities intended for the use of the public, the Applicant shall request, in writing, that the design Engineer, County Engineer and the Entity Engineer conduct a final inspection.
3. County Engineer shall, within 15 days of receiving a request for final inspection, inspect the work for compliance with the approved construction plans.
4. County Engineer shall notify the Applicant, Applicant's Engineer and the County Commissioners Court in writing as to the acceptance or rejection of the improvements. If County Engineer reasonably rejects such improvements County Engineer shall provide a punch list to the Applicant denoting items remaining to be completed. The Applicant shall have 30 days to correct the defective work. If County Engineer rejects such improvements, following subsequent attempts to satisfy the requirements of these Development Standards, the County Commissioners Court may proceed to enforce the guarantees provided for in these Development Standards.
5. When all work is found to be in compliance, and the Maintenance Bond, identified in Article IX L, is provided, County Engineer's written recommendation to accept the construction will be sent to the applicable municipal utility district, Applicant and the Applicant's Engineer.
6. Upon final approval, title to all wastewater and drainage infrastructure shall be conveyed to the applicable municipal utility district. The street infrastructure shall be dedicated to the County.

K. GUARANTEE AGAINST DEFECTIVE WORK

1. Applicant's contractor shall provide a maintenance bond warranting the Subdivision infrastructure for a period of two (2) years following completion of the construction activities and acceptance of the work by the Entity.
2. The warranty shall bind the Applicant's contractor to correct and repair any defects in materials, workmanship (including backfills) or design inadequacies, discovered within the two (2) year warranty period.

3. The Applicant shall cause its contractor to correct at its own expense, such defects within 30 days after receiving written notice of such defects from the Entity. Should the Applicant fail or refuse to correct such defects within the said 30 day period or to provide acceptable assurances that such work will be completed within a reasonable time thereafter, the Entity may correct or cause to be corrected any such defects at the expense of the Applicant or by using funds from the Maintenance Bond.

L. MAINTENANCE BONDS

1. The Applicant's contractor shall execute a maintenance bond or bonds in the total sum of ten percent (10%) of the infrastructure construction cost being conveyed to an Entity guaranteeing the work and the warranties ("Maintenance Bond"). The Subdivision or development will not be accepted by the Entity until such bonds are furnished.
2. The surety company underwriting the bonds shall be acceptable if on the latest list of companies holding certification of authority from the Secretary of the Treasury of the United States and shall be licensed to write such bonds in the State of Texas.
3. Upon receipt of an acceptable maintenance bond the Entity will issue a final acceptance letter to the Applicant. After the final Acceptance Letter is issued, the Entity will monitor the constructed facilities.
4. If failures appear during the warranty period, the Applicant or the Applicants contractor will be notified for corrections.
5. On the completion of the two (2) year warranty with no outstanding warranty claims, the Entity shall issue the Applicant or Applicant's contractor a letter of bond release.

M. PRIVATE ROADS AND STREETS IN A SUBDIVISION

An Applicant reserves the right to plat private streets for gated communities to be privately owned and maintained. Private streets should be constructed to the same requirements as public streets including standards, testing and inspection.

ARTICLE X

UTILITIES

A. GENERAL REQUIREMENTS

1. All underground water, telephone, gas, cable, and electric lines shall be buried to a minimum depth required by applicable codes and ordinances.
2. If an Applicant contracts with a public water provider to provide water to the Subdivision, a water distribution system will be engineered to meet the construction standards established by the applicable public water provider or municipal utility district and the Texas Commission on Environmental Quality.
3. All water lines within and water line extensions to the Subdivision must be designed and constructed to supply adequate fire flow to all proposed homes within the Subdivision. The size of water lines shall be determined by all applicable Federal, State and local requirements regarding fire protection. The developer shall install fire hydrants spaced at least every 500 feet within the Subdivision.
4. All utilities shall be designed and constructed to meet minimum standards of the utility provider.

ARTICLE XI

WASTEWATER

A. GENERAL REQUIREMENTS

1. All of Caldwell Valley Lockhart Portion shall be served by a wastewater treatment plant and/or a collection system permitted by the TCEQ.
2. The wastewater treatment plant and collection system shall be constructed in accordance with standards set forth by the TCEQ and the Texas Pollutant Discharge Elimination System.
3. County Engineer shall be copied on submissions to the TCEQ for the wastewater treatment plan.

ARTICLE XII
LOT DIMENSIONS

Caldwell Valley Lockhart Portion
Design Standards

Residential Product	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Ft.)	Minimum Lot Depth (Ft.)	Maximum Density (DU/Ac.)	Minimum Building Setbacks (Ft.)			
					Front (Standard/Side-Entry Garage)	Side (Interior)	Side (Street)	Rear
Low Density Residential	5,000	50	100	5.2	20	5	10*	10
Medium Density Residential	2,000	30	50	10.0	20	5 / 0	5*	5**
Urban Density Residential***	2,000	25	80	24.0	5	0	5*	5**
Civic	8,000	80	100	na	20	10	15	15

* Minimum 20' where driveway enters from a side street.

**2009 International Fire Code requires a minimum of 5'

***Front Setback shall be 20 feet for Multifamily. Rear setback shall be 20 feet for alley loaded residential

ARTICLE XIII

LIGHTING & LANDSCAPING

A. GENERAL REQUIREMENTS

Lighting: In order to prevent light pollution and to conserve energy, all lighting in common areas and open spaces, shall be reasonably shielded.

Landscaping: Ground cover, including grass and mulched areas, shall be established on that portion of all residential lots visible to public view and adjacent street rights-of-way. At least one (1) tree will be planted and maintained for each forty feet (40') of lot frontage. Mulched areas may include xeriscaping or other drought tolerant solutions.

EXHIBIT "C"

CALDWELL VALLEY LOCKHART PORTION LAND USE PLAN

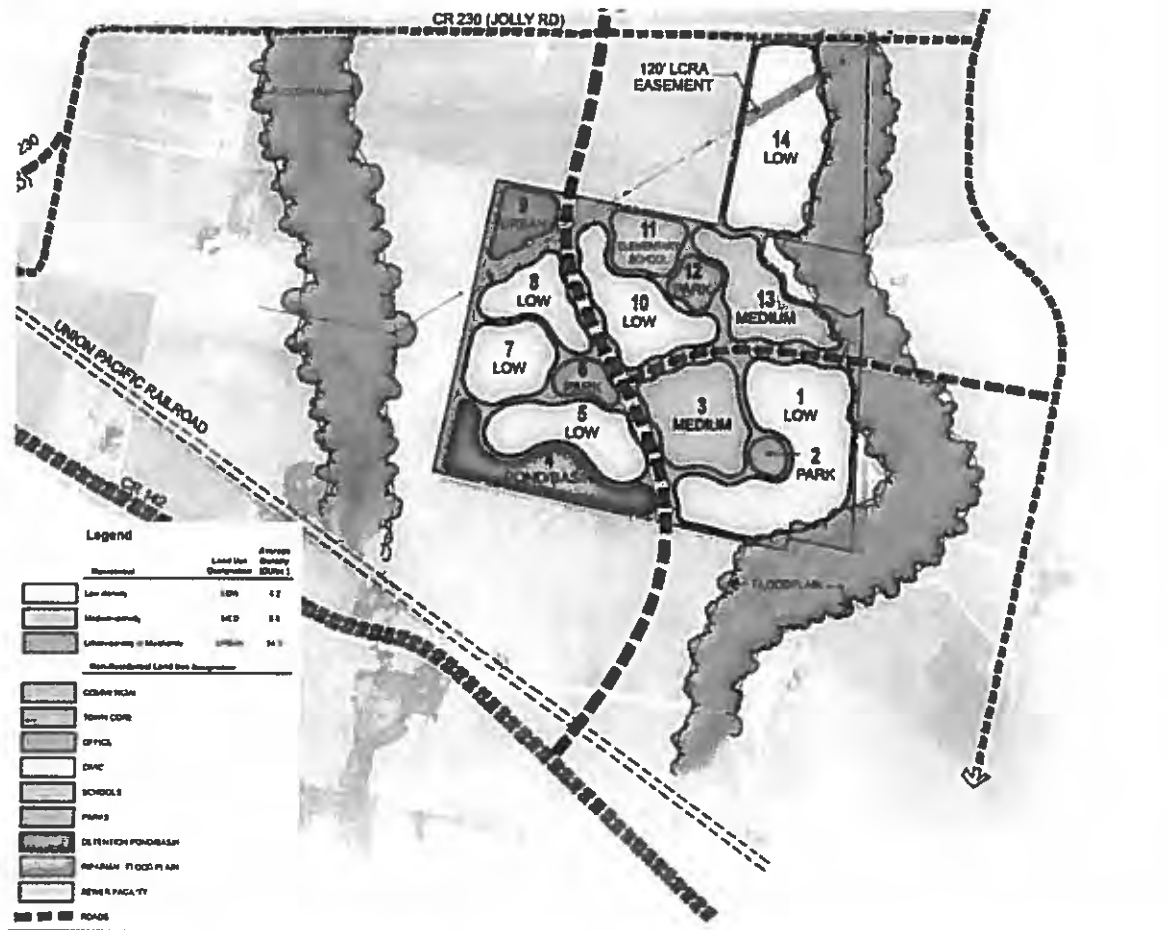


EXHIBIT "D"

Caldwell Valley Development Agreement (City of Lockhart)

[See attached]

**CALDWELL VALLEY
DEVELOPMENT AGREEMENT
(Lockhart, Texas)**

Effective as of February 7, 2017

CALDWELL VALLEY DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

This Caldwell Valley Development Agreement (the "Agreement") is made and entered into by and among the **CITY OF LOCKHART, TEXAS**, a Texas home rule city, acting by and through its duly authorized Mayor (the "City"); and **WALTON TEXAS, LP**, a Texas limited partnership ("Primary Owner"), in its capacity as a property owner and in its capacity as an operator and manager authorized to sign this Agreement on behalf of the **Walton Individual Owners** (hereinafter defined, collectively "Owner"). The City and Owner are sometimes collectively herein referenced as the "Parties," and individually, as a "Party."

RECITALS

A. Owner owns a total of approximately 426.85 acres of land, more or less, located in Caldwell County, Texas ("Caldwell Valley," the "Property" or "the Project"). A portion of the Property is located in City's extraterritorial jurisdiction ("ETJ"), but not within its corporate limits (the "ETJ Property") and is depicted on Exhibit "A" attached hereto.

B. Owner plans to develop Caldwell Valley as a master-planned mixed use community. The ETJ Property is delineated in the Concept Plan attached hereto as Exhibit "A".

C. Owner and City intend that the ETJ Property be developed as a high-quality, master-planned, mixed use community, including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of City pursuant to development regulations contained in this Agreement. A memorandum of this Agreement will be recorded in the deed records of the County (so as to bind Owner and all future owners of the Property), and will provide regulatory certainty during the Term of this Agreement.

D. Owner and City have held discussions regarding the long term development of Caldwell Valley, and desire to define, protect and clarify City's jurisdiction and regulatory authority with respect to the ETJ Property through this Agreement.

E. The Parties desire to establish certain restrictions and commitments imposed and made in connection with the development of Caldwell Valley; to provide increased certainty to Owner and City concerning certain development rights, entitlements, arrangements and commitments for a period of years; and to identify land uses and other aspects of the development of the ETJ Property in the form of this Agreement which is promulgated under Section 172 of Chapter 212 of the Texas Local Government Code.

F. Caldwell County and Owner have entered into a Subdivision Agreement ("Subdivision Agreement"), whereby such Subdivision Agreement sets forth the governmental entity responsible for review and approval of subdivision plats and related permits for development within the portion of Caldwell Valley located in Caldwell County. Owner will seek to annex Property into the Subdivision Agreement.

G. The City consents to the ETJ Property being included in the boundaries of Ranch at Clear Fork Creek Municipal Utility District No. 1, Ranch at Clear Fork Creek Municipal Utility District No. 2, Caldwell Valley Municipal Utility District No. 1, or any municipal utility district created by the division of such municipal utility districts, (individually and collectively herein referenced as the "District(s)" including any substitute(s) of the District(s) and/or municipal utility districts subsequently created within the boundaries of the ETJ Property by Primary Owner or its assignee) to assist Owner in the financing of Qualified Improvements (hereinafter defined) to support such a large scale development in a financially feasible manner.

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:

"Applicable Requirements" shall mean the applicable federal and state laws, rules and regulations, the Development Standards.

"Applicant" shall mean any owner, developer, person or entity engaging in subdivision of property or applying for any permit, approval, variance or waiver in Caldwell Valley.

"Caldwell Valley" shall have the meaning set forth in the recitals to this Agreement, and consists of the land described on Exhibit "A" together with any land added to this Agreement or to the overall Property.

"City" shall mean the City of Lockhart, Texas, a Texas home rule city.

"City Manager" shall mean the person or entity engaged by City to serve in the capacity of City's chief administrative officer.

"City Council" shall mean City Council of City or any successor governing body.

"Concept Plan" shall mean the concept plan for the ETJ Property attached as Exhibit "A", as it may be amended from time to time in accordance with this Agreement.

"County" shall mean Caldwell County.

"Development Standards" shall mean the development standards for Caldwell Valley as previously approved by the Subdivision Agreement executed by County.

"Dwelling Unit" shall mean a residential unit other than a manufactured home providing complete, independent living facilities including permanent provisions for living, sleeping, eating, and cooking.

"Effective Date" and similar references shall mean the date defined in Section 14.01.

"Final Plat" shall mean a map of a subdivision, addition or development to be recorded in the applicable County plat records.

"Owner" shall mean (i) Primary Owner, or (ii) any subsequent owner of property in Caldwell Valley that is a successor or assignee of rights from Owner in accordance with Section 14.05a of this Agreement.

"Preliminary Plat" shall mean a map showing the salient features of a proposed development, submitted for the purpose of preliminary consideration and communication prior to the submission of a Final Plat.

"Primary Owner" shall mean initially, Walton Texas, LP and any entity to which Walton Texas, LP may assign its rights and obligations as Primary Owner in accordance with Section 14.05.b of this Agreement.

"Qualified Improvements" shall mean utility, roadway and drainage infrastructure as well as any other improvement eligible for reimbursement by the Districts.

"TCEQ" shall mean the Texas Commission on Environmental Quality, or its successor agency.

"Walton Individual Owners" shall mean, collectively, all persons, entities, and trusts, other than Primary Owner, that own an interest in the Property, including an undivided, tenant-in-common interest, and that have granted to Walton Texas, LP, power and authority to operate, administer and act for and on their behalf with respect to their interests in the Property.

ARTICLE II.

JURISDICTIONAL AUTHORITY AND VESTING RIGHTS

Section 2.01 Jurisdiction. Pursuant to the Subdivision Agreement (upon execution), County shall have and exercise exclusive jurisdiction over the review and approval of Preliminary Plats, Final Plats, and subdivision construction plans, during the Term of this Agreement unless otherwise expressly provided in this Agreement.

Section 2.02 Consent to Future Annexation. Owner and all subsequent owners of property within the ETJ Property hereby consent to annexation by 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 "B" which will be recorded in the deed records of the County. Additionally, Owner and all subsequent owners shall include substantially similar information to Exhibit "B" in the form of a note on all Final Plats for the ETJ Property.

Section 2.03 Vesting Rights/Grandfathering. City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project which will be developed over a several year period. As a result, Owner has the vested authority to develop The ETJ Property in accordance with this Agreement. Owner shall be deemed vested from the Effective Date of this Agreement up until the termination date of this

Agreement at which point Owner shall be divested of all authority except for those applications approved by County and City which are active at the termination date of this Agreement. This Agreement shall constitute the first application in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code. To the extent any of the Development Standards or the other criteria specified in this Agreement are in conflict with any other current or future City Codes, ordinances, policies, or requirements, the Development Standards and other criteria specified in this Agreement shall govern. The Development Standards are intended to supersede City Code. A vested right under this Agreement shall not apply to regulations mandated by state or federal 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 The ETJ Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, buildings, construction plans or other necessary approvals, within The ETJ Property. This Agreement on the part of City will not apply to temporary moratoriums uniformly imposed throughout 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 Uses. The Property shall be developed for the uses contemplated in the Concept Plan and in accordance with the terms and conditions of the Subdivision Agreement.

ARTICLE IV. CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS

Section 4.01 Phased Development. Owner intends to develop Caldwell Valley in phases. City acknowledges that the portions of the ETJ Property not under active development may remain in use for agricultural or ranching purposes and/or wildlife management.

Section 4.02 Phasing/Updates. City acknowledges that Caldwell Valley will be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

Section 4.03 Concept Plan City hereby confirms its approval of the Concept Plan as depicted in Exhibit "A" which describes the ETJ Property. Owner shall have the right to develop the ETJ Property in accordance with the Concept Plan and the terms of this Agreement.

Section 4.04 Amendments. Due to the fact that the ETJ Project comprises a significant land area and its development will occur in phases over a number of years, Owner, after receiving Primary Owner's consent, may make amendments to the Concept Plan upon notification to City. Amendments to the Concept Plan shall not be considered a waiver of rights as defined in Section 2.03.

Section 4.05 Controlling Ordinances, Manuals, and Rules. Owner shall not be required to comply with City Development Regulations. The Caldwell Valley Development Standards and the Subdivision Agreement administered by the County shall be the regulating regulations with respect to the ETJ Property. Notwithstanding any provision herein, regulatory measures which 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 4.06 Sheriff and Fire Services. Owner, acting on its behalf or through a District, acknowledges that the ETJ Property is within an Emergency Services District for fire service. Owner may enter into an agreement with the County to provide supplemental sheriff services to the occupied portions of the ETJ Property.

ARTICLE V

WASTEWATER PLANT; WATER WELLS

Section 5.01 Wastewater Discharge Permit. The ETJ Property is subject to a wastewater discharge permit from the Texas Commission on Environmental Quality ("TCEQ"), Permit No. WQ0015064001 which is permitted for a wastewater treatment plant for a maximum capacity of 0.70 million gallons per day (MGD).

Section 5.02 Design. Wastewater infrastructure shall be designed and constructed in accordance with all applicable rules and regulations established by TCEQ, including but not limited to those of Municipal Utility Districts.

Section 5.03 Groundwater Use. Owner may use underground water beneath the surface of the ETJ Property as permitted by local, state, and federal regulations.

ARTICLE VI.

MUNICIPAL UTILITY DISTRICTS

Section 6.01 Consent to Annexation of Land and Subsequent Creations by Division. City hereby consents to the annexation of the ETJ Property into the Districts and to the creation of any District resulting from the division of one of the Districts located within the area of the ETJ Property. City agrees that no further consent to the creation of a District by the division of a District shall be required; however, City agrees to provide a resolution evidencing the consent to creation of a District if such resolution is requested by Owner or required by TCEQ.

Section 6.02 Annexation by City. Pursuant to this Agreement, the ETJ Property shall remain in the ETJ of City and shall be immune from full purpose annexation by City for the Term; provided, however, City may annex the ETJ Property for full purposes during the Term upon the earlier of: (a) at least ninety percent (90%) of the Districts' water, sanitary sewer, drainage and road facilities have been constructed, and Owner has been fully reimbursed by the Districts for such improvements to the maximum extent allowed in accordance with rules of TCEQ; or (b) the dissolution of the Districts (other than as a result of annexation by City). Owner shall send written notification to City upon satisfaction of the condition in (a) above.

Section 6.03. CCN. For the purpose of obtaining or providing utility service, no Party shall encroach into the existing utility jurisdiction of another party who has an approved

Certificate of Convenience and Necessity ("CCN") from the Texas Public Utility Commission; provided, however if a certain existing utility provider is unable to serve the Project, Owner shall have the right under Chapter 13 of the Texas Water Code to request that the Project (or such applicable portions thereof) be decertified from such utility providers' CCN pursuant to Chapter 13 of the Texas Water Code.

Section 6.04 Temporary Housing. Owner may utilize manufactured or forms of temporary housing, trailers or buildings, for the District's creation and confirmation process, during the construction phases of the Project, and for a sales office ("Temporary Housing"). Temporary Housing may be located on any site within the ETJ Property for such purpose regardless if the land has been subdivided in accordance with the Development Standards.

ARTICLE VII

AMENDMENTS TO THE AGREEMENT

Section 7.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by City and (i) Primary Owner, or (ii) all the then-current owners of all portions of the ETJ Property (other than end-buyers of fully developed and improved residential lots). However, an owner of a portion of the ETJ Property (other than end-buyers of fully improved residential lots) and City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner, provided that Primary Owner must be party to such amendment if the Primary Owner then owns any portion of the ETJ Property. If this Agreement is amended for the benefit of a single (or less than all) owner of property within the ETJ Property, then any default of a duty arising solely from such amendment shall not constitute a default under this Agreement. Amendments to the Caldwell Valley Development Standards shall only be permitted in accordance with the terms of the Subdivision Agreement and this Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Section 8.01 Organization and Good Standing. Owner is duly organized and validly existing in good standing under the laws of the state of its origination or formation, 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, and to execute this Agreement for and on behalf of the other Owners.

Section 8.02 Authority, No Conflict. This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 8.03 Performance. Owner and City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement, and will perform each and all of its duties and responsibilities pursuant to this Agreement.

Section 8.04 Authority; 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.

ARTICLE IX.

DEFAULT AND REMEDIES FOR DEFAULT

Section 9.01 Preventative Default Measures. The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. 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 9.02 Default and Notice of 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 9.03 Default Unique to City. City shall be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the ETJ Property that are in conflict with the express provisions of this Agreement.

Section 9.04 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. 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.

Section 9.05 Remedies Between City and an Owner. For the purposes of this Section 9.05 the term Owner shall not include Primary Owner. Should any default between an Owner and City remain uncured after Notice to the other as provided in Section 9.02, City may pursue the remedies listed in Section 9.04 against Owner, and Owner may pursue all remedies listed in Section 9.04 against City, except that an Owner shall not be able to pursue the remedies of termination, rescission, or reverter, such remedies belonging exclusively to the Primary Owner and City.

Section 9.06 No Liability For Actions of Others. Except as expressly set forth in this Agreement: (i) the liabilities, obligations and responsibilities of each owner, their successors and assigns, under this Agreement are several, and not joint; and (ii) no owner, or successor or assign, of any portion of the ETJ Property 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. Owner shall indemnify City and pay City's legal fees and expenses should City be named a defendant in a lawsuit challenging this Agreement. Any owners who are individuals holding an interest, either directly or indirectly of the ETJ Property or any other property subject to this Agreement are not liable to any Party for the performance of any duty or obligation under this Agreement or for the failure to perform any duty or obligation under this Agreement. Each Party unconditionally and irrevocably releases such individual owners from any and all claims, whether now existing or arising in the future, that the Party has or may have against such individual owners arising from or directly or indirectly related to this Agreement or otherwise arising from or directly or indirectly related to the development of the the ETJ Property.

Section 9.07 Breach of Contract. It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to Owner and Owner builds contrary to the issued permit.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Effective Date. The Parties agree that the "Effective Date" of this Agreement shall be February 7, 2017.

Section 10.02 Term. This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is forty-five (45) years from the Effective Date, unless sooner terminated by express written agreement executed by both Parties (the "Term").

Section 10.03 Termination. This Agreement may be terminated as to all of the ETJ Property only by (i) express written agreement executed by City and Primary Owner, or (ii) City and all the then current Owners of all portions of the ETJ Property (other than end-buyers of fully developed and improved residential lots). This Agreement may be terminated as to a portion of the ETJ Property only by express written agreement executed by City and Owners of the portion of land affected by the termination (other than end-buyers of fully developed and improved residential lots); provided that if Primary Owner still owns any land within the ETJ Property, Primary Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the required Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Caldwell County, Texas (as applicable), a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

Section 10.04 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the ETJ Property and shall be binding on all future developers and owners of the ETJ Property. A memorandum of this Agreement, in the form attached as Exhibit "B", shall be recorded in the Official Public Records of Caldwell County, Texas (as applicable). Nothing in this Agreement is intended to impose obligations on any owner of a fully developed and improved lot within the ETJ Property, except as set forth in this Agreement.

Section 10.05 Assignment.

- a. Owner may assign this Agreement with respect to all or part of such Owner's portion of the ETJ Property from time to time to a purchaser of all or a portion of the ETJ Property. 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 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 from any and all obligations under this Agreement and shall have no further liability with respect to the part of the ETJ Property so assigned, except as to a default that occurred prior to the date of 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 may assign, in whole but not in part, its rights and obligations as Primary Owner so long as it owns any portion of the the ETJ Property (the "Ownership Threshold"). Notice of all assignments of the rights and obligations of the Primary Owner shall be given to City 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, does not satisfy the Ownership Threshold, the rights and obligations of the Primary Owner shall automatically terminate; and from and after such termination, this Agreement shall be interpreted without regard to such rights and obligations.

Section 10.06 Entire Agreement. This Agreement including all exhibits and attachments, 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.

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 10.07 Notice. It is contemplated that the Parties will 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 facsimile with receipt of confirmation. 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 facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Primary Owner: Walton Texas, LP
 c/o Walton Development & Management TX, LLC
 9811 S. IH35, Suite 4-200
 Austin, TX 78744
 Attention: Becky Collins
 T: 512-672-8682

With a copy to: Walton Global Holdings, Ltd.
 1650 Tysons Blvd., Suite 1500
 Tysons, VA 22102
 Attn: Legal Counsel

With a copy to: Steve Metcalfe
 Metcalfe Wolff Stuart & Williams, LLP
 221 West 6th Street, Suite 1300
 Austin, TX 78701
 T: 512-404-2209

With a copy to: Mayor of Lockhart
 PO Box 239
 Lockhart, Texas 78644
 T: (512) 376-2910

With a copy to: City Manager
 PO Box 239
 Lockhart, Texas 78644
 T: (512) 376-2910

With a copy to: City Planner
PO Box 239
Lockhart, Texas 78644
T: (512) 376-2910

The Parties shall have the right 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, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 10.08 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 the ETJ Property.

Section 10.09 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; 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 10.10 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 10.11 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 10.12 Attorney's Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, the prevailing Party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and reasonable attorneys' fees.

Section 10.13 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 Caldwell County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 10.14 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 10.15 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 10.16 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.

Section 10.17 Interpretation. Each of the Parties have 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 10.18 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 the ETJ Property is annexed and/or zoned. To the extent this Development Agreement or the Development Standards conflict with City Code, this Development Agreement and the Development Standards shall control.

Section 10.19 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within 10 business days after the occurrence of a force majeure (or such longer time as may reasonably be required due to the nature of the force majeure), the Party claiming the right to temporarily suspend its performance, shall give Notice to the other Parties affected by the delay in performance, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest reasonable time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

Section 10.20 Exhibits.

Exhibit "A" Description of the ETJ Property and Concept Plan

Exhibit "B" Memorandum of Agreement

EXECUTED in multiple counterparts, each of which shall constitute an original, this
_____ seventh day of February, 2017.

CITY:

CITY OF LOCKHART, a Texas home rule city

By: Lew White

Printed Name: Lew White

Title: Mayor

Date: 2-7-17

PRIMARY OWNER:

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

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

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

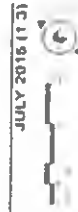
By: John Vick

Name: John Vick

Its: Vice President

{W0567171.14}

CONCEPT PLAN



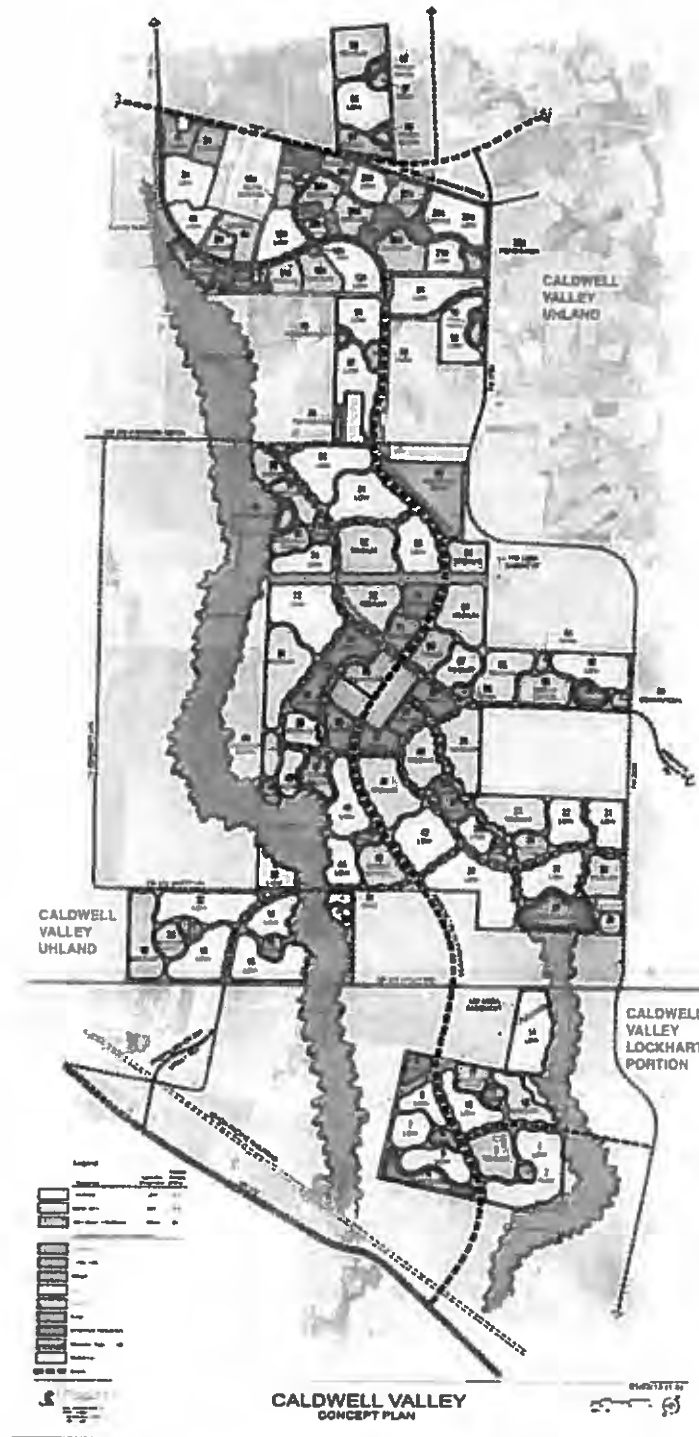
CALDWELL VALLEY

CONCEPT PLAN

JULY 2015 (13)

EXHIBIT "E"

CALDWELL VALLEY OVERALL CONCEPTUAL LAND USE PLAN



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2025-05 requesting that the Texas Department of Transportation preserve the current configuration of highway striping along State Highway 142 from Medina Street to Blanco Street as part of the State Highway 142 Improvements Project.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On January 9, 2025, the Texas Department of Transportation (TxDOT) shared the 60% design plans with City Council related to an upcoming repaving project on SH142. Components of the paving project include restriping SH142 from Borchert Lane to Downtown and incorporating new 14' wide center turning lanes from Medina Street to Guadalupe Street, along with the traffic signal improvements and widening of Mockingbird Lane. During this council meeting no comments were received regarding the proposed center turning lanes. However, since the meeting, comments have been presented to councilmembers in regard to keeping the current configuration so that on-street parking would remain available from Medina Street to Guadalupe Street along SH142.

TxDOT recognizes that changes to traffic patterns may take time to get used to; however, the TxDOT's recommendation for the new center turning lanes was to improve safety along the highway system and were to be placed in an area where no additional roadway modification was going to be necessary to accommodate the center turning lanes. Alternatively, city staff discussed options where center turning lanes would only be made available at intersecting streets from Medina Street to Guadalupe Street, but TxDOT recommendation was to keep continuous turning lanes for the duration of Medina Street to Guadalupe Street and declined an option to only have turning lanes at street intersections. TxDOT has been made aware that there may be opposition to the proposed center turn lanes. If approved, Resolution 2025-05 will request preservation of the current configuration of highway striping on SH142 from Medina Street to Blanco Street will be submitted to TxDOT for its consideration. The project is expected to enter the bidding process in late 2025, with construction expected to begin in 2026.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Discretion of City Council.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-05, EXHIBITS, PAVEMENT STRIPING LAYOUT

RESOLUTION 2025-05

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION PRESERVE THE CURRENT CONFIGURATION OF HIGHWAY STRIPING ALONG TEXAS STATE HIGHWAY 142 FROM MEDINA STREET TO BLANCO STREET AS PART OF THE STATE HIGHWAY 142 IMPROVMENTS PROJECT

WHEREAS, Texas Transportation Code, Chapters 201 and 221, authorizes the State, through the Texas Department of Transportation (TxDOT) to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Texas State Highway 142 (SH 142) is part of the State Highway System, is located in the City of Lockhart, and is maintained by TxDOT; and

WHEREAS, in 2025 TxDOT will begin construction on the State Highway 142 Improvements Project (Project) beginning at Borchert Loop and ending at Church Street. The Project includes widening portions of SH 142, left turn and center lane installations, lane re-striping; and

WHEREAS, the City of Lockhart supports the Project and acknowledges the need for improvements to SH 142; and

WHEREAS, in order to maintain the current functionality of SH 142, the City of Lockhart requests TxDOT consider preserving the existing highway striping configuration for SH 142 beginning at Medina Street and ending at Blanco Street.

NOW THEREFORE, BE IT RESOVLED BY THE CITY COUNCIL OF THE OF CITY OF LOCKHART:

The City of Lockhart, acting through its governing body, the Lockhart City Council, hereby confirms its support for the State Highway 142 Improvements Project and requests that existing highway striping beginning at Medina Street and ending at Blanco Street is preserved to keep the current functionality of SH 142.

Approved this the 4th day of February, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

- LEGEND
- SH142 MATCH EXSITING STRIPE
 - SH142 & MOCKINGBIRD LN WIDENING
 - SH142 3 LANE SECTION (CTL)

BEGIN 3 LANE SECTION:
ADDITION OF CENTER TURN LANE
200 FT EAST OF MEDINA ST TO GUADALUPE ST

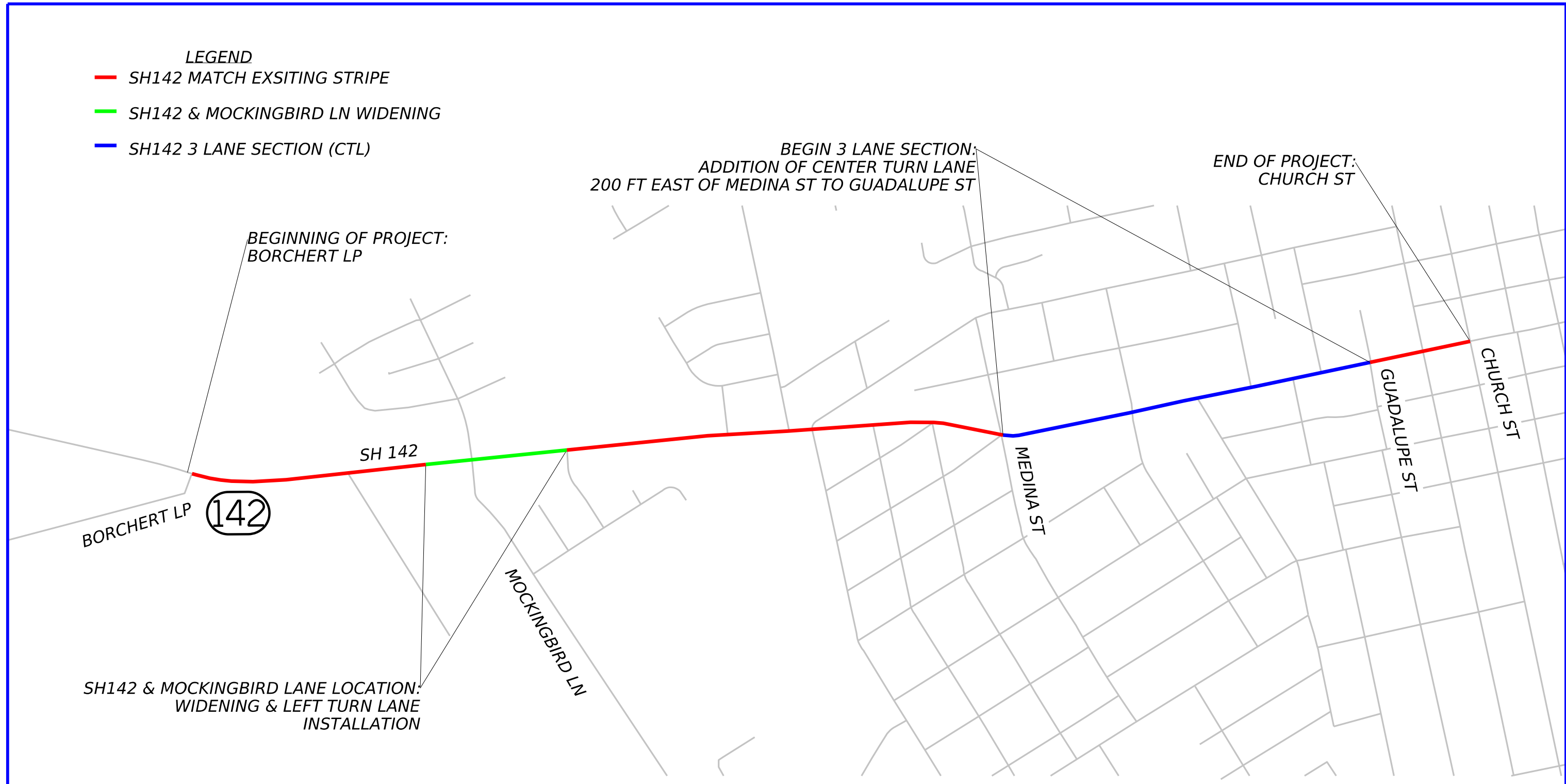
END OF PROJECT:
CHURCH ST

BEGINNING OF PROJECT:
BORCHERT LP

SH142 & MOCKINGBIRD LANE LOCATION:
WIDENING & LEFT TURN LANE
INSTALLATION

DATE: \$DATES\$
FILE: \$FILES\$

\$TIMES\$



Austin District
Bastrop Area Office

Texas Department of Transportation

LOCATION MAP

© 2025	CONT	SECT	JOB	HIGHWAY
	0384	01	024	SH142
	DIST	COUNTY		SHEET NO.
	AUS	CALDWELL		1



DATE: \$DATE\$
FILE: \$FILE\$

\$TIME\$

Austin District

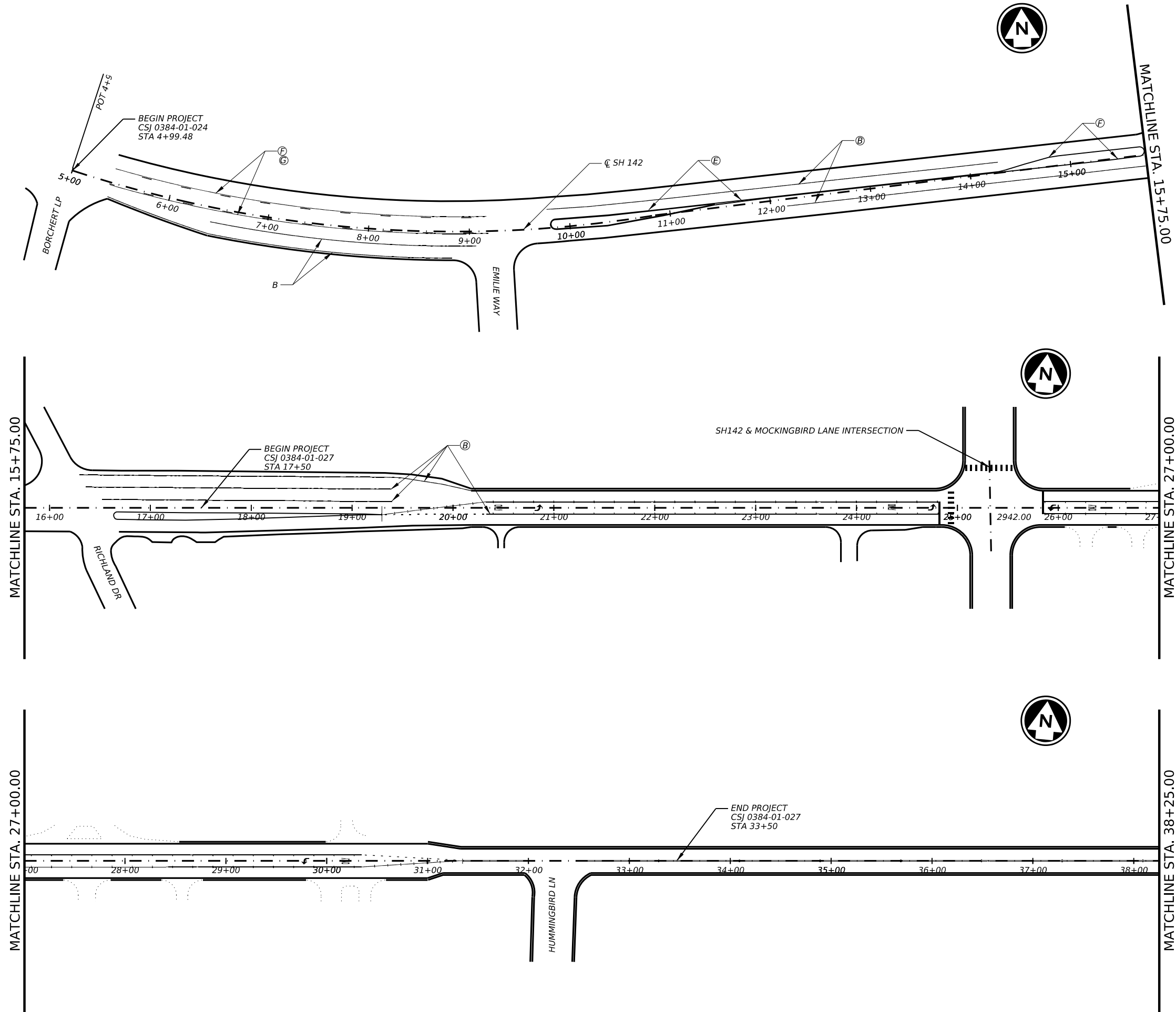
Bastrop Area Office

Texas Department of Transportation

SH142 &
MOCKINGBIRD LN
INTERSECTION

© 2025	CONT	SECT	JOB	HIGHWAY
	0384	01	024	SH 142
	DIST		COUNTY	SHEET NO.
	AUS		CALDWELL	2

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- Ⓐ REFL PAV MRK (W) 6" (SLD)
- Ⓑ REFL PAV MRK (W) 8" (SLD)
- Ⓒ REFL PAV MRK (W) 12" (SLD)
- Ⓓ REFL PAV MRK (W) 24" (SLD)
- Ⓔ REFL PAV MRK (Y) 6" (DBL) (SLD)
- Ⓕ REFL PAV MRK (Y) 6" (SLD)
- Ⓖ REFL PAV MRK (Y) 6" (BRK)
- Ⓗ REFL PAV MRKR (W) (ARROW)
- Ⓙ REFL PAV MRKR (W) (DBL) (ARROW)
- Ⓛ REFL PAV MRKR (W) (WORD)
- Ⓚ REFL PAV MRKR TY II-A-A
- Ⓛ REFL PAV MRKR TY I-C

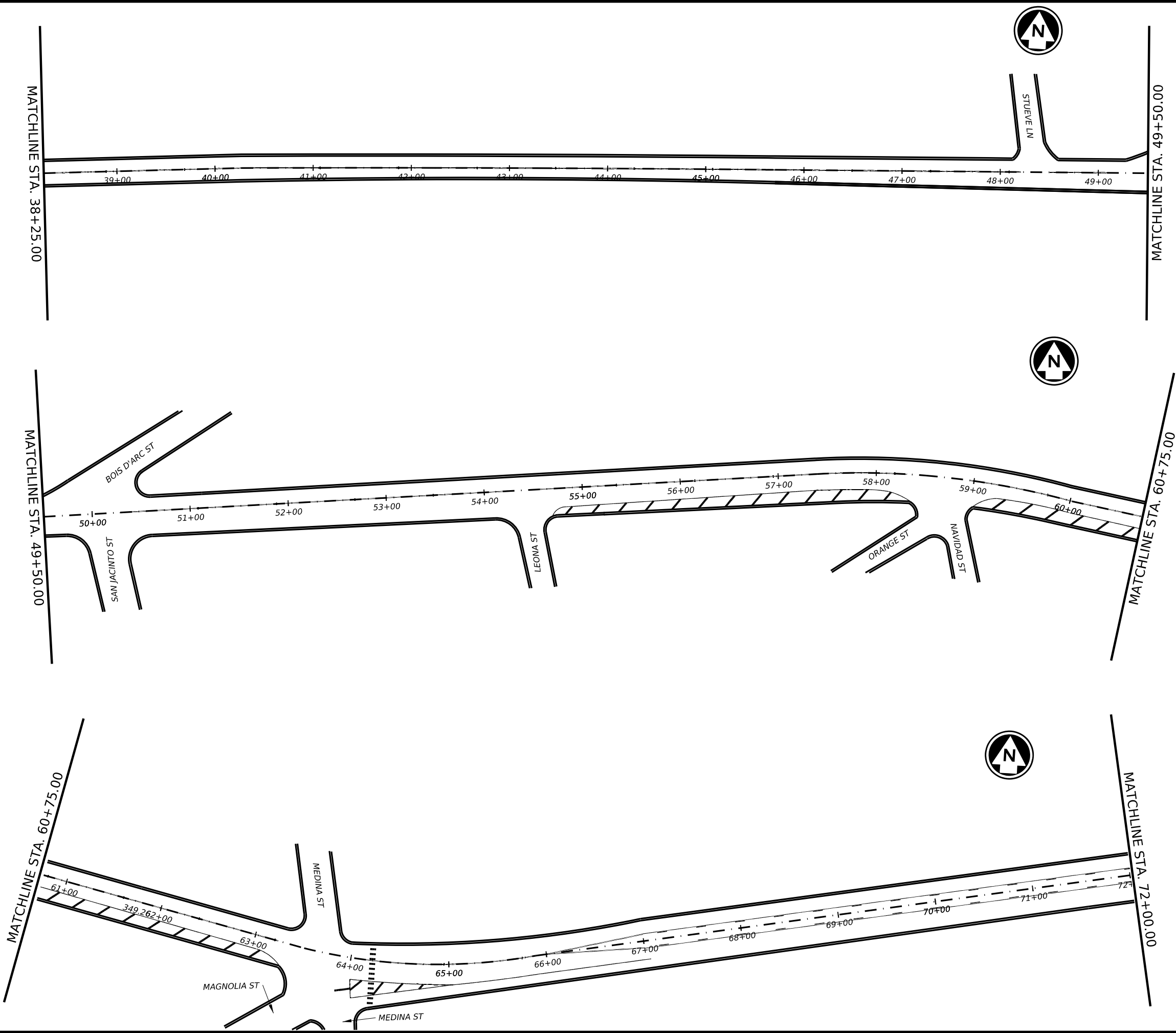
NOTE:
REFL PAV MRKR TY I-C AND
REFL PAV MRKR TY II-A-A ARE
OMITTED FOR CLARITY. REFER TO
PM(2) & PM(3) FOR LOCATIONS,
SPACINGS, AND OTHER DETAILS.

Texas Department of Transportation

\$ROADWAY NAME\$

PAVEMENT MARKING LAYOUT

©TxDOT \$YEAR\$		SHEET 1 OF 3	
CONT	SECT	JOB	HIGHWAY
\$C\$	\$S\$	\$J\$	\$HWY\$
DIST	COUNTY	SHEET NO.	
\$DST\$	\$CTY\$	\$AG\$	

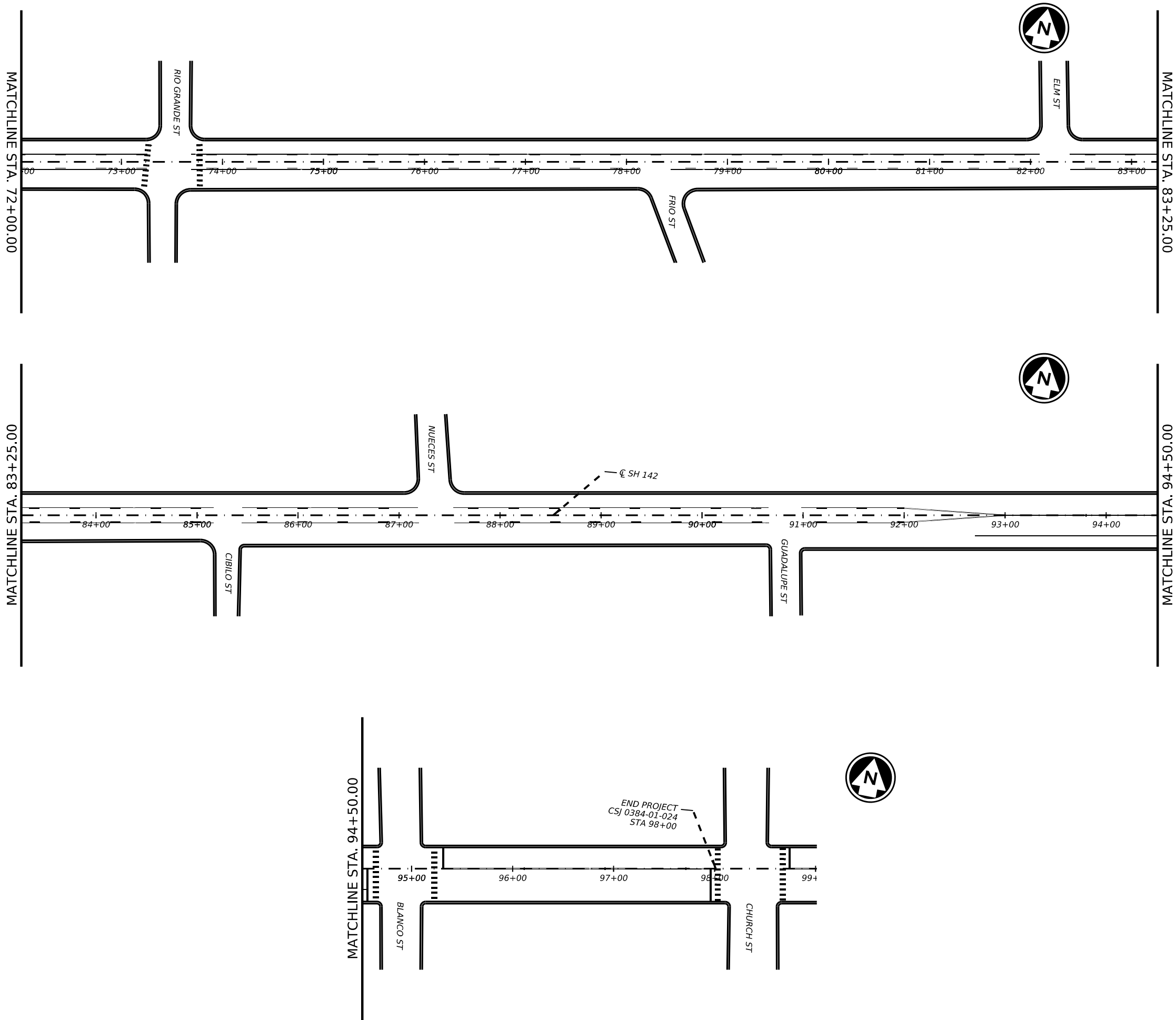


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- Ⓒ REFL PAV MRK (W) 12" (SLD)
- Ⓓ REFL PAV MRK (W) 24" (SLD)
- Ⓔ REFL PAV MRK (Y) 6" (DBL) (SLD)
- Ⓕ REFL PAV MRK (Y) 6" (SLD)
- Ⓖ REFL PAV MRK (Y) 6" (BRK)
- Ⓗ REFL PAV MRKR (W) (ARROW)
- Ⓘ REFL PAV MRKR (W) (DBL) (ARROW)
- Ⓢ REFL PAV MRKR (W) (WORD)
- Ⓚ REFL PAV MRKR TY II-A-A
- Ⓛ REFL PAV MRKR TY I-C

NOTE:
REFL PAV MRKR TY I-C AND
REFL PAV MRKR TY II-A-A ARE
OMITTED FOR CLARITY. REFER TO
PM(2) & PM(3) FOR LOCATIONS,
SPACINGS, AND OTHER DETAILS.

\$ROADWAY NAME\$
PAVEMENT MARKING LAYOUT

©TXDOT \$YEAR\$		SHEET 2 OF 3	
CONT	SECT	JOB	HIGHWAY
\$C\$	\$S\$	\$J\$	\$HWY\$
DIST	COUNTY		SHEET NO.
\$DIST\$	SCTYS		\$AHS



- Ⓐ REFL PAV MRK (W) 6" (SLD)
- Ⓑ REFL PAV MRK (W) 8" (SLD)
- Ⓒ REFL PAV MRK (W) 12" (SLD)
- Ⓓ REFL PAV MRK (W) 24" (SLD)
- Ⓔ REFL PAV MRK (Y) 6" (DBL) (SLD)
- Ⓕ REFL PAV MRK (Y) 6" (SLD)
- Ⓖ REFL PAV MRK (Y) 6" (BRK)
- Ⓗ REFL PAV MRKR (W) (ARROW)
- Ⓘ REFL PAV MRKR (W) (DBL) (ARROW)
- Ⓢ REFL PAV MRKR (W) (WORD)
- Ⓚ REFL PAV MRKR TY II-A-A
- Ⓛ REFL PAV MRKR TY I-C

NOTE:
REFL PAV MRKR TY I-C AND
REFL PAV MRKR TY II-A-A ARE
OMITTED FOR CLARITY. REFER TO
PM(2) & PM(3) FOR LOCATIONS,
SPACINGS, AND OTHER DETAILS.

\$ROADWAY NAME\$

PAVEMENT MARKING LAYOUT

©TxDOT \$YEAR\$		SHEET 2 OF 3	
CONT	SECT	JOB	HIGHWAY
\$C\$	\$S\$	\$/\$	\$HWY\$
DIST	COUNTY		SHEET NO.
\$DST\$	\$CTY\$		\$AI\$

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 4, 2025

AGENDA ITEM CAPTION: Discussion and/or possible action regarding Resolution 2025-06 approving an interlocal agreement with Caldwell County for Subdivision Regulation of Juniper Springs (Formerly Clearfork Ranch) Phases 9, 10, and 16 within the Extraterritorial Jurisdiction of the City of Lockhart, addressed as 3000 Borchert Loop.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This item is for the purpose of clarifying a revision to the Juniper Springs MUD Agreement to address a concern from Caldwell County regarding the assignment of review authority as the MUD develops. In the previous Amendment of the Consent Agreement, which City Council approved December 19, 2023, subdivision review authority was assigned solely to Caldwell County for Sections, 9, 10, and 16, which were outside of the Lockhart ETJ at the time of the amendment, while granting the City of Lockhart sole review authority for the portion of the MUD that was inside the City's ETJ at the time. As final plats for subdivisions within the MUD were submitted, County officials objected to the Amendment, stating it was passed without the County's review. The proposed interlocal agreement is designed to only affect the three sections that were not in the Lockhart ETJ at the time of the agreement, for which Caldwell County would have exclusive review authority. The ILA would terminate upon approval of all permits and other administrative requirements related to development of the three sections.

PROJECT SCHEDULE (if applicable): If the resolution is approved, it would also have to approved by the Caldwell County Commissioners Court.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: Lockhart City Council approved the Clear Fork Ranch MUD Consent Agreement on January 15, 2019. City Council approved an Amended Consent Agreement on December 19, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: None.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2025-06 creating an interlocal agreement regarding phases 9, 10, and 16 of the Juniper Springs MUD.

LIST OF SUPPORTING DOCUMENTS: Resolution 2025-06 approving ILA with the County for Juniper Springs, ILA for Juniper Springs_01.15.25 CLEAN, 2025-01-29 Juniper Springs ILA Exhibit A, 2025-01-29 Juniper Springs ILA Exhibit B, .

RESOLUTION NO. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH CALDWELL COUNTY FOR SUBDIVISION REGULATION OF JUNIPER SPRINGS (A.K.A. CLEARFORK RANCH) PHASES 9, 10, AND 16 WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LOCKHART, AUTHORIZING THE MAYOR TO SIGN ANY DOCUMENTS IN CONNECTION THEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code Section 791.011 authorizes local governmental entities to contract with one another to perform governmental services and functions; and

WHEREAS, Caldwell County ("County") and the City are currently parties to an Interlocal Agreement ("ILA") for Subdivision Regulation within the Extraterritorial Jurisdiction of the City dated May 11, 2021, that provides for joint review of all plats and construction plans within the statutory extraterritorial jurisdiction of the City; and

WHEREAS, the County and the City both entered into agreements with PHAU-Lockhart 450, LLC ("PHAU"), for the development of Juniper Springs, a master-planned single family residential development located in the City's extraterritorial jurisdiction (the County entered into an agreement in July 2022, and the City entered into Municipal Utility Consent Agreement in 2019 that was amended and executed in 2024); and

WHEREAS, the Parties desire to enter into this Agreement to better delineate the subdivision regulation for Juniper Springs,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby approves the Interlocal Agreement with Caldwell County for subdivision regulation of Juniper Springs (a.k.a. Clearfork Ranch) Phases 9, 10, and 16 within the extraterritorial jurisdiction of the City of Lockhart and authorizes the mayor to sign any documents in connection therewith.

SECTION 3. The City Council hereby finds, determines, and declares that the meeting at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 6. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, this 4th day of February 2025.

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Bradford E. Bullock, City Attorney

**AGREEMENT BETWEEN CALDWELL COUNTY AND THE CITY OF LOCKHART FOR
SUBDIVISION REGULATION OF JUNIPER SPRINGS (AKA CLEARFORK RANCH) PHASES
9, 10, AND 16 WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF
LOCKHART**

THIS AGREEMENT (the "Agreement") is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and the City of Lockhart, a municipal corporation of the State of Texas (hereinafter referred to as "CITY"). The CITY and the COUNTY are hereinafter collectively referred to as "the Parties" or "the Parties to this Agreement."

WHEREAS, Texas Government Code Section 791.011 authorizes local governmental entities to contract with one another to perform governmental services and functions; and

WHEREAS, the COUNTY and CITY are currently parties to an Interlocal Agreement ("ILA") for Subdivision Regulation within the Extraterritorial Jurisdiction of the CITY dated May 11, 2021, that provides for joint review of all plats and construction plans within the statutory extraterritorial jurisdiction of the CITY; and

WHEREAS, the COUNTY and the CITY both entered into agreements with PHAU-Lockhart 450, LLC ("PHAU"), for the development of Juniper Springs, a master-planned single family residential development located in the CITY's ETJ (the COUNTY entered into an agreement in July 2022, and the CITY entered into Municipal Utility Consent Agreement in 2019 that was amended and executed in 2024); and

WHEREAS, the property comprising Juniper Springs is more particularly described in Exhibit A ("Juniper Springs" or "Project"); and

WHEREAS, the Parties desire to enter into this Agreement to better delineate the subdivision regulation for Juniper Springs; and

WHEREAS, the ILA remains in place and is modified only as set forth below in this Agreement for subdivision regulation for Juniper Springs,

NOW THEREFORE, the COUNTY and CITY mutually agree as follows:

1. The Parties agree that all of the above-listed recitals are true and correct.
2. The COUNTY will have exclusive authority to review, process, and approve all development applications in the following areas of the Project: Phases 9 (65 lots), 10 (54 lots), and 16 (1 lot), as depicted on the updated lotting plan that is attached to this Agreement as Exhibit B and which is incorporated into the Agreement for all purposes..
3. This Agreement will terminate upon final review and approval of all necessary permits or other administrative requirements associated with development of Phases 9, 10, and 16 of the PROJECT.
4. This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement.

5. All notices regarding compliance with this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid. return receipt requested.

a. Notices sent pursuant to this Agreement shall be sent to the Caldwell County Subdivision Coordinator's Office at the following address:

Caldwell County Sanitation Department 1700
FM 2720
Lockhart, Texas 78644

b. Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

City Manager
City of Lockhart
P.O. Box 239
Lockhart TX 78644

With copy to:
City Planner
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

6. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

7. This Agreement constitutes the entire agreement between the COUNTY and the CITY between the COUNTY and the CITY with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

EXECUTED to be effective as of the date of the last signature below.

COUNTY:

By: _____
Hoppy Haden, Caldwell County Judge

Date: _____

CITY:

By: _____
Lew White, Mayor of Lockhart, Texas

Date: _____

**A METES AND BOUNDS
DESCRIPTION OF A
485.169 ACRE TRACT OF LAND**

BEING a 485.169 acre (21,133,969 square feet) tract of land situated in the J.B. Gray Survey, Abstract 116, and the W. House Survey, Abstract 15, Caldwell County, Texas; and being a portion of that certain 59.289 acre tract described in instrument to Jakovich Interest LLC in Document No. 2022-000879 of the Official Public Records of Caldwell County, further being all of that

- certain 316.436 acre tract described in instrument to Phau – Lockhart 450 LLC recorded in Document No. 2021-005590 of the Official Public Records of Caldwell County;
- certain 133.1 acre tract described in instrument to Clark R. and Anne J. William recorded in Document No. 122818 of the Official Public Records of Caldwell County;
- certain called 0.5165 acre tract described in instrument to Maya Ingram recorded in Document No. 2019-004315, described in instrument to John Casey Roy recorded in Document No. 2019-004310, described in instrument to Rene Abrego Roy recorded in Document No. 2019-004312, described in instrument to Danielle Benson recorded in Document No. 2019-004314, and described in instrument to Michelle Wittenburg recorded in Document No. 2019006266 all of the Official Public Records of Caldwell County; and being more particularly described as follows:

BEGINNING at a 2-inch metal post found on the northeasterly right of way line of County Road 108 (Borcher loop) (width varies) marking the south corner of the said 316.436 acre tract, and the western-most corner of that certain 59.289 acre tract described in instrument to Jakovich Interest LLC, recorded in Document No. 2022-000879 of the of the Official Public Records of Caldwell County;

THENCE, along the said northeasterly right of way line of County Road 108 (Borcher Loop) the following two (2) courses and distances:

1. North 31°42'12" West, 831.96 feet to a 60D nail found in a wood post for corner;
2. North 31°09'41" West, 1784.12 feet to a rail road tie corner post found marking the west corner of said 316.436 acre tract and the south corner of that certain 133.1 acre tract described in instrument to William R. Clark and Anne J. Clark recorded in Document No. 122818 of the Official Public Records of Caldwell County;
3. North 31°45'04" West, 2080.69 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of State Highway 142 (width varies) marking the west corner of said 133.1 acre tract;

THENCE, along the said southeasterly right of way line of State Highway 142 the following four (4) courses and distances:

1. North 77°29'15" East, 403.50 feet to a brass disk in concrete (TxDOT Type 2 monument) found for corner;
2. North 77°35'36" East, 614.53 feet to a brass disk in concrete (TxDOT Type 2 monument) found for a point of curvature;
3. in a northeasterly direction, along a tangent curve to the left, a central angle of 16°47'34", a radius of 1979.86 feet, a chord bearing and distance of North 69°11'50" East, 578.20 feet, and a total arc length of 580.27 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of tangency;
4. North 60°48'03" East, 72.48 feet to a point for corner, on the southwesterly line of that certain 2.04 acre tract described in instrument to the State of Texas recorded in Volume 211, Page 501 of the Deed Records of Caldwell County, and marking the southeast corner of that certain 1.148 acre tract (Part 2) described in instrument to the State of Texas recorded in Volume 111, Page

272 of the Official Public Records of Caldwell County, and from which a 1/2-inch iron rod (bent) found bears: South 48°25'08" East, 0.20 feet;

THENCE, along the southwesterly, southeasterly, and northeasterly lines of said 2.04 acre tract the following four (4) courses and distances:

1. South 48°25'08" East, 243.37 feet to a concrete monument (TxDOT Type 1) found marking the south corner of said 2.04 acre tract for corner;
2. North 61°06'51" East, 199.72 feet to a concrete monument (TxDOT Type 1) found marking the southeast corner of said 2.04 acre tract for corner;
3. North 11°21'22" East, 159.62 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set marking the east corner of said 2.04 acre tract for corner;
4. North 65°23'10" West, 135.83 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of said State Highway 142 marking the southwest corner of that certain 1.553 acre tract (Part 1) described in aforesaid instrument to the State of Texas;

THENCE, along the said southeasterly right of way line of State Highway 142 the following three (3) courses and distances:

1. North 60°48'30" East, 73.56 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 30°17'19", a radius of 1839.85 feet, a chord bearing and distance of North 75°57'11" East, 961.33 feet, and a total arc length of 972.61 feet to a brass disk in concrete (TxDOT Type 2 monument) found at a point of tangency;
3. South 88°54'09" East, 1200.54 feet to a brass disk in concrete (TxDOT Type 2 monument) found marking the northeast corner of said 133.1 acre tract, and the northwest corner of that certain 55.627 acre tract described in instrument to Charles D. and Jane Spillmann recorded in Document No. 2016-004753 of the Official Public Records of Caldwell County;

THENCE, along the southwesterly, and northwesterly lines of said 55.627 acre tract the following five (5) courses and distances:

1. South 31°07'22" East, 708.49 feet to a wood post found marking the east corner of said 133.1 acre tract;
2. South 58°52'53" West, 114.97 feet to a 1/2-inch iron rod with plastic cap "UNREADABLE" found for corner;
3. South 55°23'01" West, 17.64 feet to a "T" post in rock mound found marking a westerly corner of said 55.627 acre tract;
4. South 31°47'47" East, 1102.97 feet to a "T" post found in a 2-inch iron pipe in a rock mound marking the south corner of said 55.627 acre tract;
5. North 59°08'09" East, 2443.75 feet to a 12-inch wood post found on the southwesterly line of that certain 17.18 acre tract (first tract) described in instrument to Kenneth G. Willenberg recorded in Document No. 2015-001132 of the Official Public Records of Caldwell County;

THENCE, along the southwesterly and southeasterly line of said 17.18 acre tract the following two (2) courses and distances:

1. South 32°06'46" East, 654.15 feet to a 2-inch metal post found marking the south corner of said 17.18 acre tract;
2. North 59°21'32" East, 262.39 feet to a 2-inch metal post found marking the west corner of that certain 14.6 acre tract (second tract) described in said instrument to Kenneth G. Willenberg;

THENCE, South 30°58'48" East, 850.02 feet to a 2-inch metal post found on the northwesterly line of that certain 45.489 acre tract described in instrument to Kyle R. and Rudolph E. Schroeder recorded in Document No. 2016-000084 of the Official Public Records of Caldwell County, marking the east corner of aforesaid 316.436 acre tract and the south corner of said 14.6 acre tract;

THENCE, South 58°49'37" West, 2283.22 feet along the southeasterly line of aforesaid 316.436 acre tract to a cotton spindle in a 3/4-inch iron pipe found marking the west corner of said 45.489 acre tract and the north corner of said 59.289 acre tract;

THENCE, South 31°48'12" East, 633.97 feet along the common line of said 59.289 acre tracts and said 45.489 acre tract to a metal fence post found on the northwesterly line of that certain 46.401 acre tract described in the partition deed to Rudolph E. Schroeder recorded in Document No. 2015-005802 of the Official Public Records of Caldwell County, and marking the east corner of said 59.289 acre tract and the south corner of said 45.489 acre tract;

THENCE, South 59°04'39" West, 2248.07 feet along the southeasterly line of said 59.289 acre tract to a 2" steel fence post found marking the most north-northwest corner of that certain 23.849 acre tract described in instrument to Kevin Dwane Schnautz recorded in Document No. 2015-005803 of the Official Public Records of Caldwell County;

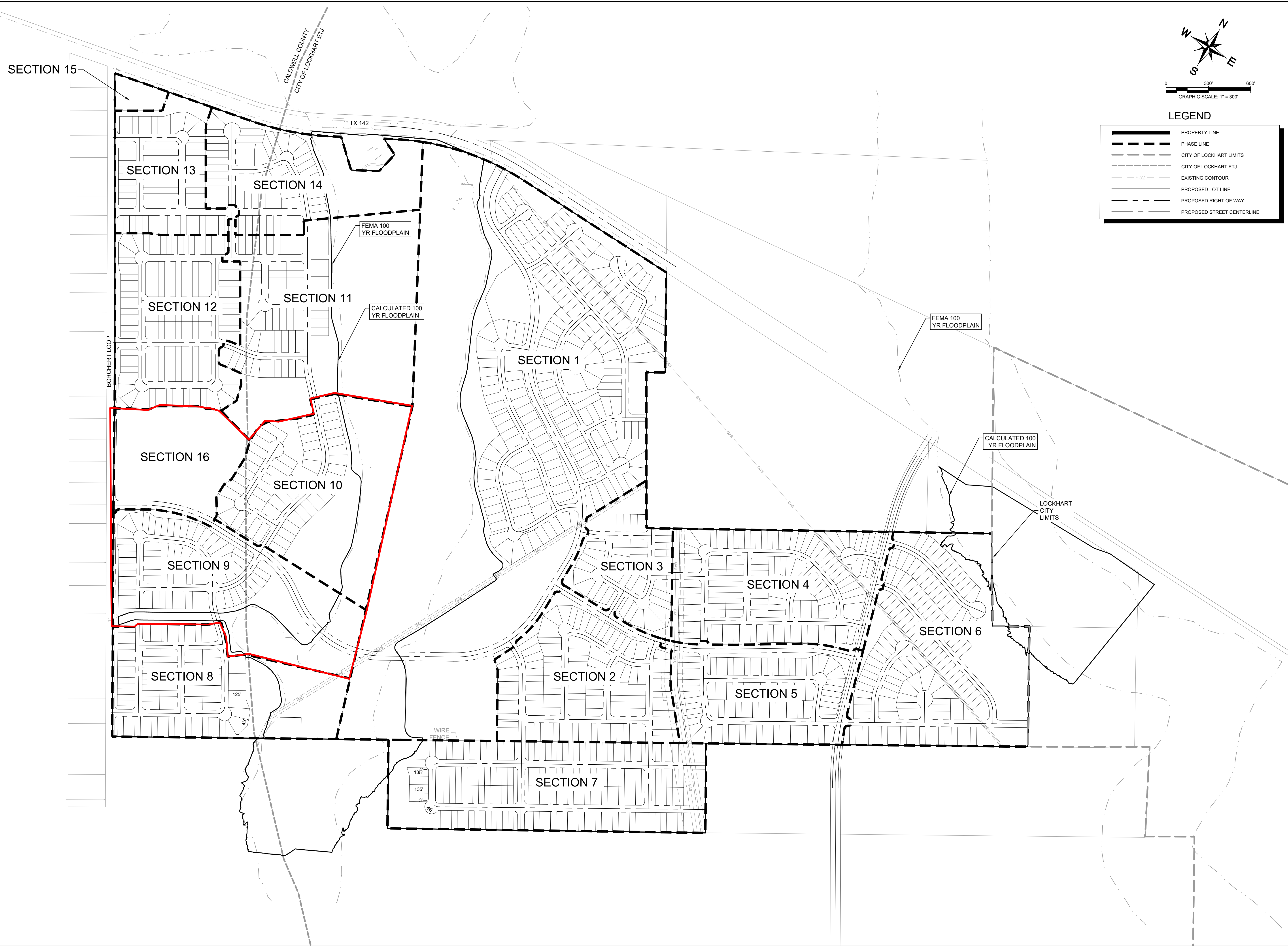
THENCE, North 31°05'36" West, 627.22 feet crossing said 59.289 acre tract to a 1/2-inch iron rod with plastic cap stamped "KHA" set on the southeasterly line of aforesaid 316.436 acre tract, and the northwesterly line of said 59.289 acre tract;

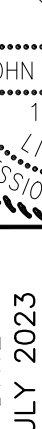
THENCE, along the southeasterly line of aforesaid 316.436 acre tract the following three (3) courses and distances:

1. South 58°54'24" West, 620.36 feet to a 1/2-inch iron rod with cap stamped "HARPER" marking the east corner of said 0.5165 acre tract;
2. South 58°54'24" West, 150.00 feet to a 1/2-inch iron rod with cap stamped "HARPER" marking the south corner of said 0.5165 acre tract;
3. South 58°54'24" West, 1186.55 feet along the southeasterly line of aforesaid 316.436 acre tract to the **POINT OF BEGINNING** and containing 485.169 acres of land in Caldwell County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System, South Central Zone (FIPS 4204) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the Surface. To convert Surface distances to Grid apply the Surface to Grid Scale Factor of 0.9998858382. The unit of linear measurement is U.S. Survey Feet. This description was generated on 7/21/2022 at 12:27 PM, based on geometry in the drawing file K:\SNA_Survey\PERRY HOMES CLEAR FORK RANCH\068725500-CLEAR FORK RANCH\Drawings\Exhibits\B-CLEAR FORK RANCH.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

John G. Mosier 8-2-22
John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com





SHEET NUMBER 2	JUNIPER SPRINGS SUBDIVISION PRELIMINARY PLAT & SUBDIVISION DEVELOPMENT PLAN CITY OF LOCKHART ET/J CALDWELL COUNTY, TEXAS	OVERALL PRELIMINARY PLAT	KHA PROJECT 069294700	DATE JULY 2023	SCALE: AS SHOWN 1"=60'-3" DESIGNED BY: JAP DRAWN BY: JAP CHECKED BY: JAP	STATE OF TEXAS 110631 JOHN A. PICKENS PROFESSIONAL ENGINEER LICENSED 8/7/23	 	© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928	No.	REVISIONS	DATE	BY



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

