

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT AND
DISTRICT CONSENT AGREEMENT**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL §

This **Third** Amendment to Development Agreement (the “**Third Amendment**”) modifies **amends and** ratifies the February 12, 2008 Agreement (as hereinafter defined) as amended by the first Modification, Ratification and Extension Of Development Agreement and District Consent Agreement, dated to be effective on February 5, 2014 (the “First Amendment”), and the Second Amendment to Development Agreement and District Consent Agreement (the “Second Amendment”), dated to be effective on September 17, 2014, in accordance with the terms hereof, is executed by and between LOOKOUT BOERNE HOLDINGS, LP, a Texas limited partnership and LOOKOUT DEVELOPMENT GROUP, L.P., a Texas limited partnership (collectively “Owner”), on behalf of itself and its successors, transferees, and assigns, KENDALL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 (“District No. 2”), KENDALL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2-A (“District No. 2-A”) and the CITY OF BOERNE, TEXAS (the “City”) to be effective on the date defined herein (the “Effective Date”).

ARTICLE I
RECITALS

WHEREAS, the City is a home rule municipal corporation of the State of Texas; and

WHEREAS, Owner is a Texas limited partnership; and

WHEREAS District No. 2 and District No. 2-A, together with any subsequently created sub-districts permitted pursuant to their enabling legislation (sometimes referred to collectively as the “Districts”) are legislatively created governmental entities created under the authority of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, Chapters 49 and 51 of the Texas Water Code, and the District Legislation; and

WHEREAS, Owner, the Districts and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Owner is the owner of tracts of real property located in Kendall County, Texas subject to the jurisdiction of the Districts and depicted on attached **Exhibit A** and described by metes and bounds on attached **Exhibit B** (collectively, the “Property”); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (“ETJ”) of the City and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the City and the prior owner of the Property, MA Boerne Partners, LP ("MA Boerne") entered into a Development Agreement with an Effective Date of February 12, 2008, (the "2008 Agreement") regarding the Property, which 2008 Agreement is evidenced in the real property records of Kendall County, Texas by a Memorandum of Development Agreement recorded as Document No. 00274382 in Volume 1361, Page 834 in the real property records of Kendall County, Texas; and

WHEREAS, The City, MA Boerne and District No. 2 entered into a certain Interlocal Agreement Concerning Creation and Operation of District No. 2 regarding the creation and operation of the Districts (the "Consent Agreement"); and

WHEREAS, The City and District No. 2 entered into a certain Strategic Partnership Agreement regarding the annexation of certain commercial use areas of the Property for the sole and exclusive purpose of imposing and collecting sales and use taxes (the "SPA"); and

WHEREAS, The Parties entered into a first Modification, Ratification and Extension of Development Agreement dated to be effective as of February 5, 2014, being the date on which all of the parties to the First Modification had executed that agreement and the Boerne Independent School District had entered into a School Tract Donation Agreement with the Owner; and

WHEREAS, the Parties, entered into a Second Amendment to the 2008 Agreement, dated to be effective as of September 17, 2014, the date of its adoption by each of the parties; and

WHEREAS, the Parties express their desire to further modify, amend, ratify, renew and extend the various obligations contained in the 2008 Agreement, as amended, in order to obtain mutual benefits.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this **Third** Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree to modify, ratify, extend and amend the 2008 Agreement, and be bound by both, as follows:

ARTICLE II

AMENDMENTS TO THE DEVELOPMENT AGREEMENT

1. **Exhibits D-2A, D-3, D-5, D-6, D-8, D-9 and D-14** attached to the Second Amendment is deleted and replaced with **Exhibit D-2A, D-3, D-5, D-6, D-8, D-9 and D-14** attached to this Third Amendment. All references to **Exhibit D-2A, D-3, D-5, D-6, D-8, D-9 and D-14** throughout the 2008 Agreement, the First Amendment, the Second Amendment and this Third Amendment refer to the **Exhibit D-2A, D-3, D-5, D-6, D-8, D-9 and D-14** dated October 19, 2015 and January 2016, respectively..
2. Section 2.2(a) shall be deleted and replaced with the following:

2.2 Master GDP; Pod GDPs; Phase Infrastructure Plans:

(a) Master GDP. The Master GDP is comprised of the various individual sub-exhibits in **Exhibit D** attached hereto. The Master GDP is the initial master general development plan of the Property and identifies the proposed land uses, Phases (as so designated on the Master GDP and herein so called) and Pods (as so designated on the Master GDP and herein so called), major streets, major drainage ways, utility trunk lines, location of sites for certain parks, schools and other present and proposed land uses. The Master GDP regulates development of non-residential Pods within the Property as shown on **Exhibit D-2A (dated October 19, 2015)** and the tables of land use allocations as shown on **Exhibit D-2B**. For the land designated as Commercial on **Exhibit D-2A**, the Permitted Uses are shown on **Exhibit C-1** and the Permitted uses with City Council Approval are shown on **Exhibit C-2**. Notwithstanding this Agreement, the parties recognize that the Boerne Planning and Zoning Commission does not have jurisdiction over the Property and that any exceptions or variances to the uses shown on **Exhibit C-1 and the permitted uses shown on Exhibit C-2** will be reviewed and approved by the City Council or City Manager pursuant to a grant of authority from the City Council.

The Master GDP regulates the residential areas shown on **Exhibit D-2A** by allocating certain numbers of Lots of various sizes to the residential areas within the Property according to the tables below. To the extent of any conflict between **these tables** and the portions of the City Zoning Ordinance referred to in Section 2.1 (f), the provisions of **these tables** shall prevail. Each plat within a residential area shall follow the Lot Sizes (Minimums) and **Maximum Number of Single-Family Units tables** below:

Lot Sizes (Minimums)

Type	Lot Width	Lot Sq. Feet	1 Side	Total Side Yard	Front Yard	Back Yard
Garden	50	5,000	10	10	25	20
SF	50	5,500	5	10	25	20
Garden	60	6,000	10	10	25	20
SF	60	6,500	5	10	25	20
Garden	70	7,500	10	10	25	20
SF	70	8,000	5	10	25	20
Garden	80	10,500	10	10	25	20
SF	80	11,250	10	20	30	25
SF	90	12,500	10	20	30	25
SF	100	20,300	15	30	40	25

Maximum Number of Single-Family Units

Lot Width	Maximum Number of Lots
50	600
60	800
70	900
80	500
90	400

100	300
Maximum Residential Units	2,480

The Owner may adjust the maximum number of Units per Lot Width category by up to 10% if the following requirements are satisfied by the Owner: (i) deliver to the City Manager evidence that is reasonably satisfactory to the City Manager that Owner will exhaust Owner's supply of the requested Lot Width category; (ii) deliver to the City Manager evidence that establishes that the market dictates that the requested Lot Width category be made available; (iii) obtain the written approval of the City Manager for an increase in the requested Lot Width category; and (iv) ensure that the total number of Units does not exceed 2,480 for the whole of the Property. Unit[s] as used throughout this Third Amendment shall refer to a dwelling by one household.

The Master GDP may otherwise be revised from time to time with the approval of the City Council, the Owner, and the owners of the portions of the Property within the area of the Master GDP being revised. The Master GDP may also be revised by Owner, without the approval of the City or any other owners, so long as: (i) the number of Lots in each Lot Width category remain within the maximum limit and the total number of Units does not exceed 2,480 for the whole of the Property as delineated in the Maximum Number of Units table in this Section; and (ii) arterial and collector roadway alignments substantially conform to the roadway alignments shown on the Master GDP approved by the City and located at **Exhibit D-3**. If the Master GDP is revised as provided by this Section 2.2, the revision shall be considered an amendment to this Agreement, and the City shall cause the revised Master GDP to be attached to the official version of this Agreement on file with the City's Secretary's Office. The Master GDP satisfies all City requirements for a Transportation Network Plan, an Open Space Plan, and a Conceptual Master Plan.

Owner shall be required to complete the residential land development for 50% of the residential Units within a Phase before commencing residential land development within the next sequential Phase. Under no conditions may more than three whole Phases of the Property be under residential land development at any one time without prior City Council approval. Commencement of residential land development in the next sequential Phase of the Property prior to completion of the residential land development for 50% of the residential Units in the prior Phase shall require the approval of the City Manager.

For the purposes of this Agreement, the construction of residential lots served by utilities and streets described in an approved subdivision plat and approved construction plans, must be completed and accepted within four years after an administratively complete preliminary plat is submitted to the City. For purposes of this Agreement, Phases 1A and 1B shall be considered one Phase.

3. Section 2.8 is added as follows:

Notwithstanding anything to the contrary in the City's Subdivision Ordinance, the City will not require a subdivision plat or otherwise restrict the conveyance of the existing residence previously occupied by Gerald Hagee, et ux ("Hagee Home") on the Property. The Hagee Home may be sold and conveyed by metes and bounds description of a tract of sufficient size to allow for continued use of the exempt domestic water well on the Property. The tract will

be restricted so that it may not be further subdivided by the purchaser unless all or part of such tract is (i) re-conveyed to the Owner; (ii) included in a future platted subdivision, subject to the terms of the Development Agreement; and (iii) connected to Public Infrastructure once such infrastructure is adjacent to the tract. Upon such a sale of the Hagee Home tract, no Foundation Fund Payment to the City under Section 7.7 of this Agreement will be required. The Hagee Home tract may serve as a director's lot and may continue to be a designated polling and posting site for election held by the Districts. The tract will be restricted to one single family residence. In the event of any new construction or the replacement of the existing structure such construction will be subject to all City building regulations.

4. Section 2.9 is added as follows:

Condominiums. Notwithstanding anything to the contrary in this Agreement or in any City ordinance applicable to the Property, the Owner may construct residential units under a condominium regime in any Single Family residential Pod designated on Exhibit D-2A. In the event that a condominium regime is constructed pursuant to the terms of this Section, each condominium equals one Unit and shall be included in the calculation of the total number of Units that shall not exceed 2,480 for the whole of the Property. The condominium regime shall be subject to the following conditions:

- a) Private driveway easement(s) will not be less than 42 feet in width inclusive of utility easements necessary for City utilities and dry utilities (electric, telephone, cable, etc);
- b) Pavement width of private driveways will be not less than 26 feet with mountable, stand-up or ribbon curb permitted with parking prohibited on any pavement;
- c) Private driveways will have a minimum radius of 35 feet at all intersections;
- d) Private driveways will have a minimum paved diameter of eighty (80) feet on any cul-de-sac;
- e) Front building setbacks shall be a minimum of 18 feet from back-of-curb of the driveway;
- f) Side setbacks shall be 10 feet from slab to slab;
- g) Interior rear setbacks (where two units are back to back) shall be 30 feet from slab to slab (not including any patio, whether or not covered or attached);
- h) Rear setbacks from the Lot line of the condominium will be a minimum of 15 feet;
- i) Sidewalks will not be required inside a lot which is the subject of a condominium regime;
- j) 2.5 parking spaces will be provided for each residential condominium unit (1 in garage, 1 in driveway and 0.5 in designated parking areas or stalls);
- k) Exteriors of each condominium building will have a minimum 5% masonry requirement;
- l) No minimum square footage will be required for any condominium unit;
- m) Maintenance of all common areas and private streets will be the responsibility of any one or a combination of a Condominium Association or a Homeowners Association;
- n) City utilities will be individually metered to each unit;
- o) City utilities within the private drive easements shall be owned, operated and maintained by the City; and

- p) Utility easements and lines will be dedicated upon completion and acceptance by the City.

5. Section 2.10 is added as follows:

Multi-family Development. The Owner may construct multi-family or single-family housing on Pod SF-21 as shown in **Exhibit D-2A**. Each separate apartment will count as 0.7 of a residential Unit towards the total of 2,480 residential Units allowed on the whole of the Property. The Owner shall provide, at no cost to the City, a location acceptable to and approved by the City for the City's meter(s) that is suitable and easily accessible. For the multi-family development, if any, the City shall have the right to verify the correct addressing of each Unit and all points of service within the multi-family development to help ensure the continuity of service. Each multi-family development Unit shall be individually metered for electric, water and gas; however, multi-family development building with 5 or more Units within may be master metered for water only. Each multi-family development building master meter will service a maximum of 40 Units. All multi-family construction, if any, will comply with the standards shown on **Exhibit E**. Notwithstanding this Agreement, the parties recognize that the Boerne Planning and Zoning Commission does not have jurisdiction over the Property and that any exceptions or variances to the Multi-family standards shown on **Exhibit E** will be reviewed and approved by the City Council or City Manager pursuant to a grant of authority from the City Council. In the event that multi-family housing is constructed pursuant to the terms hereof, each apartment shall be calculated as .7 of a residential Unit with such total to be included in the calculation of the total number of residential Units that shall not exceed 2,480 for the whole of the Property.

6. Section 2.11 is added as follows:

Pod SF-22. The Owner may construct single-family housing or commercial on Pod SF-22 as shown in **Exhibit D-2A**.

7. Section 2.12 is added as follows:

Esperanza - Entrance Corridor Standards. By agreement, the Esperanza - Entrance Corridor Standards set forth in **Exhibit F** to this Third Amendment will apply to the Property designated as Commercial on **Exhibit D-2A**. Notwithstanding this Agreement, the parties recognize that the Boerne Planning and Zoning Commission does not have jurisdiction over the Property and that any exceptions or variances to the Entrance Corridor Standards shown on **Exhibit F** will be reviewed and approved by the City Council or City Manager pursuant to a grant of authority from the City Council.

8. Section 5.1(b)(6) is amended as follows:

As used throughout the 2008 Agreement and this Amendment, the term "CPI Adjustment" means the year to year adjustment commencing in the first anniversary of the Effective Date of the 2008 Amendment, unless otherwise noted, which adjustment shall use the Bureau of Labor Statistics, U.S. Department of Labor Consumer Price Index for all Urban

Consumers for All Items for the South Region, 1982-84=100. If the “CPI Adjustment” changes within thirty (30) days of payment of same, thus necessitating a change in the amount paid by either an increase in funds owing or decrease in funds paid, the party paying the CPI Adjusted amount shall be entitled to either a refund of amounts paid or the payment of additional funds shall be required in order to rectify the previous estimation of the amounts due and owing.

ARTICLE IV

CONSENT TO ANNEXATION

1. Districts Boundary Change. The City consents to approximately 2.731 acres being excluded from the boundaries of District No. 2 and annexed into District No. 2-A, which consent is effective upon the Effective Date of this Agreement and as evidenced by the Ordinance Consenting to Annexation of Land, attached as Exhibit G hereto.

ARTICLE V

GENERAL PROVISIONS

1. Recitals and Exhibits. The recitals and exhibits are incorporated into this Amendment as fully as matters of contract and not mere recitals or references.
2. Ratification. This **Third** Amendment of Development Agreement shall continue in effect until further amended by a similar agreement executed by the Parties, and recorded in the Official Records of Kendall County, Texas. All terms and conditions contained in the 2008 Agreement, the Strategic Partnership Agreement and the Consent Agreement not amended herein, the First **Amendment, or the Second** Amendment remain in full force and effect. For the same considerations stated herein, each of the parties hereby ratifies and confirms the validity of the 2008 Agreement, the Strategic Partnership Agreement and the Consent Agreement, **the First Amendment, the Second Amendment,** together with the changes made by this **Third** Amendment, and agrees on behalf of the applicable party hereto and their successors and assigns, that the remaining terms and conditions contained in the 2008 Agreement, the Consent Agreement and the **SPA** are binding, subsisting and in full effect.
3. Recording. This **Third** Amendment shall be recorded in full in the real property records of Kendall County, Texas.
4. Effective Date. This **Third** Amendment shall be effective as of the date that it is approved and executed by all of the parties.

This Third Amendment is signed by each Party as of the date of acknowledgment of that Party's signature below, but is effective for all purposes as of the Effective Date stated above.

[Signature Pages Follow]

ATTEST:

CITY OF BOERNE

City Secretary

By: _____

Name: _____

Its: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, _____,
by _____, _____ of the City of Boerne, Texas on behalf of said city.

[SEAL]

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

LOOKOUT BOERNE HOLDINGS, LP,
a Texas limited partnership

By: Morningside Land & Cattle Company, LLC,
a Texas limited liability company, its General Partner

By: _____
William R. Hinckley
Operating Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2014, by **WILLIAM R. HINCKLEY**, Operating Manager of **MORNINGSIDE LAND & CATTLE CO., LLC**, a Texas limited liability company, General Partner of **LOOKOUT BOERNE HOLDINGS, LP**, a Texas limited partnership, in the capacity herein stated.

Notary Public, State of Texas

Name Printed or Typed
My Commission Expires: _____

LOOKOUT DEVELOPMENT GROUP, L.P.,
a Texas limited partnership

By: **THE LOOKOUT GROUP, INC.,**
a Texas corporation, its General Partner

By: _____
William R. Hinckley
President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2014, by **WILLIAM R. HINCKLEY**, President of **THE LOOKOUT GROUP, INC.**, a Texas corporation, General Partner of **LOOKOUT DEVELOPMENT GROUP, L.P.**, a Texas limited partnership, in the capacity herein stated.

(Seal)

Notary Public, State of Texas

Name Printed or Typed
My Commission Expires: _____

Exhibit A

Exhibit B

Exhibit C-1

Permitted Uses

Detached Dwelling
Mixed-Use Dwelling
Personal Care Home
Club or Lodge
Community Athletic Field
Museum or Library
Neighborhood Office
General Office
Major Office or Office Complex
Automobile Parts & Parts Sales
Brew Pub
Mobile Food Vendor
Restaurant (with or without approval)
Retail (Neighborhood)
Retail (General)
Winery
Automobile Rental
Automobile Service w/o outside storage
Bank and Financial Institutions
Bank Kiosks
Bar
Barber and Beauty Shop (also see Spa)
Bus Terminal
Car Wash
Day Care Nursery (more than 6 children with or without home occupation)
Day Care (Adult)
Funeral Home or Mortuary
Gym (Neighborhood)
Gym (General)
Heath Clinic
Hotel or Motel
Laundry (Self Service)
Long Term Care Facility
Medical Office
Nightclub
Pawn Shop
Spa
Theater
Trade School
Veterinary Clinic
Video or Pinball Arcade
Plant Nursery

Exhibit C-2

Permitted Uses with Council Approval

Multi-Dwelling Structure
Retirement Community
Assembly
Government Facility
Business Park or Campus
Automobile Gas Station
Automobile Convenience Store
Automobile Sales
Grocery Store
Supermarket Store
Retail (Major)
Warehouse Retail
Outdoor Retail Sales Area
Shopping Center
Automobile Service w/outside storage
Gym (Major)
Hospital
Parking Lot or Parking Garage
Recreational and Entertainment Facility
Thrift Store
Trailer Court
Wholesale
Contractor
Commercial Communication System
Large Vehicle and Machinery Rental, Sales and Service
Manufacturing
Mini-Warehouse
Utility Station, Sub-station, or Service Center

Exhibit E

LOT / DWELLING TYPE >		
DIMENSION STANDARD		
		MULTI-DWELLING
MINIMUM LOT SIZE	AREA	6,000 s.f. for first two units, plus 1,200 s.f. for each additional unit
	FRONTAGE	50' 60' on corner lots
MINIMUM BUILDING SETBACKS (PRINCIPAL) * Creative alternative design options may be approved by the City Council.	FRONT – CURVILINEAR SYSTEM[a]	15' – 30'
	FRONT – GRID SYSTEM[a]	15' – 30'
	MINIMUM 1 SIDE / MINIMUM COMBINED BOTH SIDES	5' 15' corner structures
	MINIMUM REAR / MINIMUM COMBINED FRONT AND REAR	20' / 50' [e]
BUILDING SETBACKS (DETACHED ACCESSORY)	FRONT	n/a
	SIDE	
	REAR	
MAX. BUILDING HEIGHT (PRINCIPAL)		4 story, up to 50'
MAX. BUILDING HEIGHT (ACCESSORY) [d]		n/a

- d. Building heights of accessory buildings shall not exceed the actual height of the principle building on the same lot.

Exhibit F

Esperanza – Entrance Corridor Standards

Applicability.

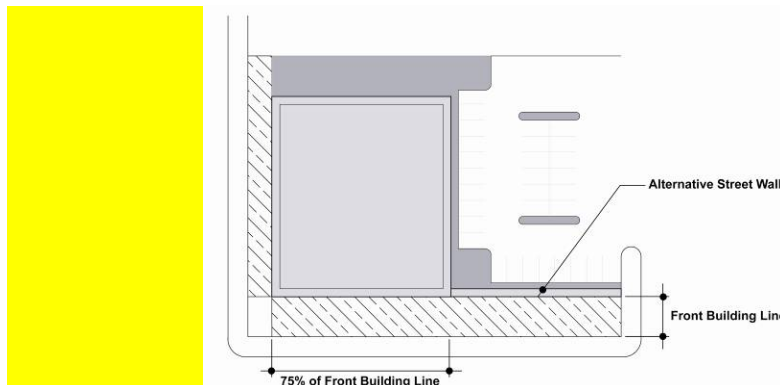
This is specific to any commercial development within Esperanza along Highway 46 East. The Entrance Corridor Overlay District is designated for commercial development only and extends three hundred and fifty feet (350') of the Highway 46 East right-of-way line. Creative alternative options may be approved by the City Council if the intent of each section is met.

Setbacks.

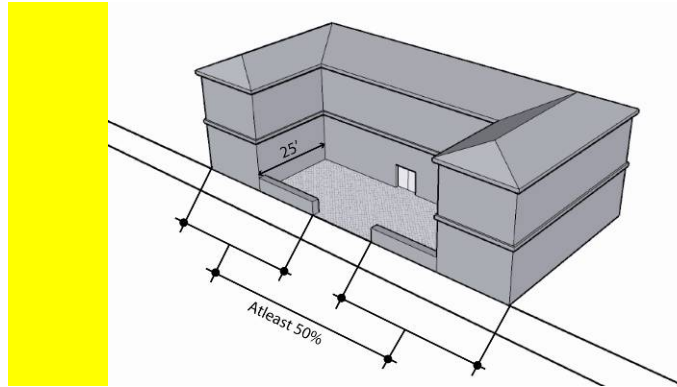
Setbacks contained herein should be measured from the Entrance Corridor and do not necessarily reflect the lot front setback. The setback shall be twenty-five feet (25') and shall be used only for the purpose of landscaping or screening and shall not be utilized for parking or internal circulation or drive purposes, except that a driveway may cut through for the purpose of reaching the area behind the setback. The driveway may cut through the setback no more than 30 feet (30') or paired driveways of no more than 20 feet (20') each if separated by a landscape median at least twelve feet (12') wide.

Design Standards for Commercial Buildings

Required Front Building Line. The primary façade of a structure shall be located at the 0' setback line and shall occupy at least 50% of the Required Front Building Line, except:



2. Where the Primary Building Entrance is accessed by a Courtyard, Plaza or similar Civic Open Space along the streetscape, the Front Building Line may be setback as much as 25'. At least 50% of the lot frontage along the street shall be either Building Façade or an Alternate Street Wall between 3 and 5 feet, and matching the materials or ornamentation of the building or may use ornamental metal fencing.



3. Where the primary façade is located between the 0' - 20' setback as identified in Article 5, the primary façade shall then occupy at least 50% of the Required Building Line and on-site parking is permitted to the side or rear of the building.
4. Where a commercial building is 40,000 square feet or larger, the building may be located at the center or back of the lot. Additional parking landscape requirements shall apply as described below.

Primary and Secondary Façade Standards.

1. The primary façade of a building shall be the main entrance and focal point of the structure. All buildings visible from Highway 46 East should have its primary façade and primary entrance oriented towards the street. If the side of a building is positioned toward Highway 46 East, it shall have the appearance of the front façade.
2. All primary façades of a building shall occupy at least 50% of the Required Front Building Line and shall be designed with consistent architectural style, detail and trim features that will keep within the architectural style and heritage of the community. The primary façade must incorporate:
 - a. Entrance areas, arcades, display windows, awnings or other architectural variety features along no less than sixty percent (60%) of the primary façade. The remaining forty percent (40%) may not be contiguous.
 - b. Offsets, reveals, or projecting ribs shall be used to express architectural or structural bays.
3. Building materials for primary facades - shall be finished using two or more of the following materials or finishes:
 - a. Brick, cultured stone, cast stone, natural rock, marble, or granite
 - b. Stucco or plaster
 - c. Exterior Insulation and Finish Systems (EIFS) or equivalent product

- d. Glass with less than twenty percent (20%) reflectance; however, only fifty percent (50%) of the primary facade may be constructed in glass
4. Secondary facades attached to a primary facade (such as a side wall not facing a public street) shall wrap around the building by incorporating building materials and features of the primary facade for a minimum of 60% of the overall wall length measured from the primary facade.
5. All facades shall include architectural elements such as accent banding, base plates, cornices, soffits, sills, parapets, transoms, and windows aligned horizontally. The horizontal alignment should differentiate stories in a building and create a base and crown for the building.
6. A rear wall that faces or has the likely potential to face the primary facade of another building must follow secondary facade standards.
7. No long horizontal blank wall space without openings to the interior of the building should occur along street level facades.
8. Any building containing a loading dock or service area should not be seen or viewed from any street side entrance.
9. All buildings with a height of twenty-four feet (24') or greater shall be designed to express a base, midsection, and top. The base and tops of buildings shall vary in material.
10. All buildings within a planned development or development as shown on a concept plan or preliminary site plan shall have similar architectural styles, materials, and colors. Colors on adjacent sides and rear facades shall be finished in a similar color as the front of the proposed building.
11. Architectural diversity and creativity should be encouraged and rewarded to avoid dull or homogeneous buildings. Buildings should incorporate elements from the vernacular of buildings in Boerne, the Hill Country and Central Texas.

Building Material Requirements for remaining facades.

The vertical walls of all buildings (excluding doors and windows) shall be finished in two or more of the following materials:

1. Any permitted primary material, or an equal or better simulated product of a permitted primary material may be used as a secondary material;
2. Split-face concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned to compliment the primary material.

Accent Material Requirements.

Up to two accent materials are permitted for moldings and ornamental details, or other significant architectural features. Accent Materials shall consist of no more than 15% of the façade and may consist of:

1. Any permitted primary or secondary material.
2. Standing seam metal.
3. Precast stone, metal, or wood moldings or similar architectural or ornamental details.

Roof Treatments.

1. Parapets consisting of similar materials to those on the primary façade shall be used to conceal roof top equipment on flat roofs.
2. All sloping roofs less than or equal to a 2:12 pitch shall utilize full parapet coverage along the Entrance Corridor side and minimum of two (2) adjacent sides not less than two feet (2') above the highest point of the roof

Parking.

In meeting the parking requirements of the City of Boerne Zoning Ordinance, Article 3, Section 10, the following design and location standards shall apply to on-site parking:

1. To the greatest extent possible, on-site parking areas shall be designed to reduce the negative visual effects of vast paved areas and shall contain landscape planting islands and defined pedestrian walkways.
2. The location of the on-site parking surface areas shall be located to the side or rear of a building.
3. No more than 15% of the required parking spaces may be located between the principal building front building line and the front set back. Where a building is 40,000 square feet or larger and more than 15% of the parking is located between the building line and Highway 46 East, additional landscaping required as described below.
4. Where practical, on-site parking areas shall be connected to adjacent parcels through a rear or side lot line access drive or private street. If the adjacent parcel is undeveloped or vacant, the access drive, private street, etc., shall be extended to the lot line for future connection to the adjacent parcel.

Landscaping in Parking Areas.

- A. **Parking for *Under 100 vehicles*:** There shall be at least one shade tree nine inches or larger in circumference planted for each 12 parking spaces, and a minimum of 100 square feet for each 12 parking spaces shall be devoted to landscaping islands, peninsulas or medians. A minimum of one shade tree of nine inches or larger in circumference shall be planted in each such landscaped area. If a shade tree of nine inches or larger in circumference or larger already exists in the

landscaped area, there shall be no requirement to plant an additional shade tree. The location, size and shape of these islands, peninsulas, and medians shall be at the discretion of the owner within the following guidelines: the placement of trees in parking lots provide additional cooling and shade it is suggested that the developer attempt to plant and or retain a portion of the preserved trees in the interior of the parking areas at a ratio of one tree for every 12 parking spaces, and attempt to have no parking space further than 80 feet from any tree. The island, peninsula size, shape and location may be adjusted to accommodate existing trees or other natural features so long as the total area and tree requirements are satisfied. All landscaping which is in required landscaped areas adjacent to pavement shall be protected with concrete curbing or equivalent barriers such as car bumpers or railroad ties. Alternatively, the islands may be designed with a curb-less or perforated curb system provided they are engineered to infiltrate run-off from the parking lot, such as a rain garden, planter boxes or bioswale.

B. Parking area for Over 100 vehicles: A planting median shall be placed between every third parking bay of adjacent parking bays, at a minimum, to prevent traffic movement across parking isles.

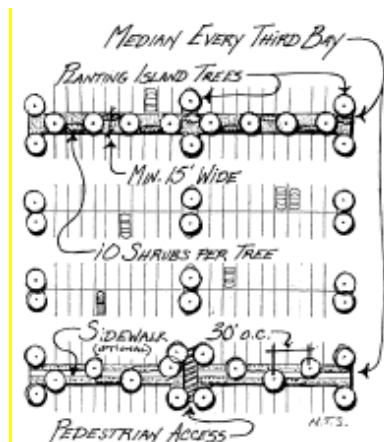
1. The planting median shall be a minimum of 15 feet wide and may incorporate low impact development design such as bioswales, planter boxes, and vegetated swales to reduce runoff and impervious cover.

2. The planting median shall contain the following vegetation, at a minimum:

a. One nine inch or larger in circumference shade tree planted every 35 feet on center, in a continuous or staggered row. A commercial building 40,000 square feet or larger that has more than 15% of the parking between the building line and Highway 46 East shall incorporate one nine inch or larger in circumference shade/ornamental tree planted every 20 feet on center, in a continuous or staggered row.

b. Ten shrubs for every tree required, planted in rows or clustered groups.

c. The planting median shall contain defined breaks, as necessary, to provide pedestrian circulation between bays of parking. The breaks shall allow for handicap accessibility from one side of the planting median to the other and onto the sidewalk within the planting median if a sidewalk is located within the median.



3. The planting median should incorporate as many existing trees as possible.
4. In addition to any other required plantings, all parking lot planting areas shall be planted with drought tolerant species normally grown as permanent lawns, such as Bermuda, Zoysia, or Buffalo. Grass areas shall be solid sided. Mulch, stone, or similar materials may be used sparingly.

Entrance Corridor Landscape Area.

1. The required 25 foot (25') setback area from the designated roadway shall be outside or in addition to any easement and shall be landscaped and maintained with at least 80 percent (80%) live vegetative coverage excluding the area required for driveways, sidewalks, bicycle paths, and drainage features. The remainder may be landscaping such as landscape rock, native rock walls, fountains, statuary, signs in compliance with the City's Sign Ordinance currently in effect, and accent features compatible with the landscape theme and determined not to impact shade trees already growing on the site. No fencing, unless decorative in nature, is allowed within the 25 foot (25') landscaped buffer.
2. Any trees existing in the landscape area shall be preserved. Shade/ornamental trees (trees which is indigenous or adapted to this region of Texas, such as Live Oak, Crepe Myrtle, Redbud, Madrone, Possumhaw, Cherry or Mountain Laurel) shall be provided every 10 - 20 feet (depending on size of tree) in the landscape area.
3. Additional landscaping shall be provided to fully screen the parking area. Plants shall be maintained at least 36 inches (36") in height. Native plants are highly encouraged so that minimal watering is required. Preservation of significant understory vegetation (such as clusters of Possumhaw, Yaupon Holly, and Texas Wild Plum) is encouraged.
4. Live screening shall be capable of providing a solid 36-inch screen within two years, as determined by a registered landscape architect, certified nurseryman, or master gardener, and shall be planted in a prepared bed at least three feet (3') in width.
5. Landscape rock, native rock walls, fountains, statuary, signs in compliance with the City's Sign Ordinance and accent features compatible with the landscape theme and determined not to impact shade trees already growing on the site may be incorporated into this area.
6. Lawn grass areas should be planted in drought tolerant species normally grown as permanent lawns, such as Bermuda, Zoysia, or Buffalo. Grass areas shall be solid sodded. Solid sod shall also be used in swales or other areas subject to erosion.
7. Screening shall be offset at least six feet every sixty linear feet (60').

Low Impact Development Requirements.

The developer shall incorporate Low Impact Development design into the development of the site to reduce runoff and impervious cover. This may be accomplished in a variety of ways through building design, landscape, parking lot, and detention/retention design.

Drainage and Detention Facilities.

1. Drainage facilities may be allowed within 25 feet (25') of the designated street right-of-way, provided they are non-structural drainage facilities designed and engineered to include substantial natural features and serve as an amenity to the site and the corridor.
2. Detention ponds may be located in the 25 foot (25') landscaped buffer if they are designed with a curvilinear contoured shape, are designed not to require fencing, are able to utilize vegetative slope stabilization with a slope not exceeding 3:1, and no structural retaining walls are used.

Fences.

1. No fencing is allowed within the 25-foot (25') setback along Highway 46 East unless it is decorative in nature.
2. Any fencing behind the 25-foot (25') area visible from the public right-of-way shall be masonry, a combination of wood, tubular steel and masonry, decorative wrought iron or tubular steel, or alternative similar products approved by the City Manager and/or his designee.
3. Any fencing behind the 25 foot (25') landscaped buffer in the remaining designated Entrance Corridors shall be buffered from the street view by planting 5-gallon evergreen shrubs and vines that will, at maturity, screen at least 30 percent (30%) of the view of the fence.

Exhibit "G"

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS, APPROVING THE ANNEXATION BY KENDALL WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 2A OF 2.731 ACRES OF LAND

WHEREAS, Kendall County Water Control and Improvement District No. 2A (the "District") is located within the extraterritorial jurisdiction of the City of Boerne, Texas (the "City"); and

WHEREAS, Texas Water Code, Section 54.016, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent, by resolution or ordinance, to the inclusion of the land within the district; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOERNE, TEXAS:

Section 1. All of the matters and facts set forth in the preamble hereof are true and correct.

Section 2. The Petition for Consent to Annex Land into a Water Control and Improvement District (the "Petition") is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 3. The City Council of the City hereby specifically gives its written consent to the annexation of the 2.731 acres described in the Petition and exhibit attached thereto, into the District.

Section 4. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City and it is accordingly so resolved.

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PASSED and APPROVED on the _____ day of _____, 2016.

CITY OF BOERNE, TEXAS

	By: _____
	Name: _____
ATTEST:	Its: _____

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

PETITION FOR CONSENT TO

ANNEX LAND INTO A WATER CONTROL AND IMPROVEMENT DISTRICT

THE STATE OF TEXAS §

COUNTY OF KENDALL §

TO THE HONORABLE MAYOR AND CITY

COUNCIL OF THE CITY OF BOERNE, TEXAS:

The undersigned, KENDALL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2-A, a political subdivision of the State of Texas (the “District”) and LOOKOUT BOERNE HOLDINGS, LP, a Texas limited partnership (the “Property Owner”), respectfully petition the City of Boerne, Texas for its consent to the addition of land to the District. In support of this Petition, the District would show the following:

I.

The land sought to be added to the District (the “Tract”) is described by metes and bounds in Exhibit “A”, attached hereto and made a part hereof for all purposes.

II.

The Tract lies wholly within Kendall County, Texas, and not within the boundaries of any incorporated city or town. The Tract lies wholly within the exclusive extraterritorial jurisdiction of the City of Boerne, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

Property Owner is the holder of title to the Tract as shown by the Kendall County Tax Rolls and conveyances of record. There are no liens on the Tract.

IV.

The District was organized, created, and established pursuant to an election held on May 9, 2009 approving the division of Kendall County Water Control and Improvement District No. 2 into Kendall County Water Control and Improvement District No. 2 and the District, operating in accordance with Article XVI, Section 59, and Article III, Section 52, of the Constitution of the State of Texas and operates pursuant to Chapters 49 and 51, Texas Water Code, as amended, to provide for:

(1) the control, storage, preservation, and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power and all other useful purposes;

(2) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;

(3) the reclamation and drainage of its overflowed land and other land needing drainage;

(4) the conservation and development of its forests, water, and hydroelectric power;

(5) the navigation of its inland and coastal water;

(6) the control, abatement, and change of any shortage or harmful excess of water;

(7) the protection, preservation, and restoration of the purity and sanitary condition of water within the state;

(8) the preservation of all natural resources of the state;

(9) the collection, transportation, processing, disposal, and control of all domestic, industrial, or communal wastes, whether fluids, solids, or composites,

(10) to gather, conduct, divert, and control local storm water or other local harmful excesses of water; and

(11) the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads, to the extent authorized by Article III, Section 52, of the Texas Constitution.

The District is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the District at the present time is the (i) construction, maintenance and operation of a waterworks system for residential and commercial purposes; (ii) the construction, maintenance and operation of a sanitary sewer collection system; (iii) the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; (iv) the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads, to the extent authorized by Article III, Section 52, of the Texas Constitution; and (v) such other construction, installation,

maintenance, purchase and operation of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer, drainage facilities, road facilities and services. The health and welfare of the future inhabitants of the Tract require the acquisition and installation of an adequate waterworks, sanitary sewer, storm drainage and road system. The purchase, construction, extension, improvement, maintenance and operation of such waterworks, sanitary sewer, storm drainage and road systems will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks, sanitary sewer, storm drainage and road systems can be constructed at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$200,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Boerne, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

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RESPECTFULLY SUBMITTED THIS ____ DAY OF _____, 2016.

“DISTRICT”

KENDALL COUNTY WATER CONTROL AND

IMPROVEMENT DISTRICT NO. 2A

By: _____

ADDRESS:

c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard, Suite 1380

Houston, Texas 77056

ATTEST:

Secretary, Board of Directors

(DISTRICT SEAL)

THE STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____, as President of the Board of Directors of Kendall County Water Control and Improvement District No. 2A, a political subdivision of the State of Texas, on behalf of said political subdivision.

STAMP NAME AND DATE OF

EXPIRATION OF COMMISSION

BELOW:

NOTARY PUBLIC, STATE OF TEXAS

“PROPERTY OWNER”

LOOKOUT BOERNE HOLDINGS, LP,

a Texas limited partnership

By: Morningside Land & Cattle Company, LLC,
a Texas limited liability company, its General
Partner

By: _____

William R. Hinckley

Operating Manager

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2016, by **WILLIAM R. HINCKLEY**, Operating Manager of **MORNINGSIDE LAND & CATTLE CO., LLC**, a Texas limited liability company, General Partner of **LOOKOUT BOERNE HOLDINGS, LP**, a Texas limited partnership, in the capacity herein stated.

STAMP NAME AND DATE OF

EXPIRATION OF COMMISSION

BELOW:

NOTARY PUBLIC, STATE OF TEXAS