

Project would promote local economic development and stimulate business and commercial activity within the Village;

WHEREAS, the Village has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that the public purpose is accomplished;

WHEREAS, the Parties desire to establish certain commitments to be imposed and made in connection with the development of the Land; to provide increased certainty to the Village and the Owners concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owners and the Village, for a period of years; and to identify planned land uses and permitted intensity of development of the Land before and after annexation as provided in this Agreement, as allowed by applicable law including, but not limited to *Section 212.172 of the Texas Local Government Code* ("Section 212.172"); and

WHEREAS, because of the nature and scope of the Project, the Owners and Village desire to enter into this Agreement, which will provide an alternative to the Village's regulatory process and ordinances for development to encourage innovative and comprehensive master-planning of the Land, recruitment of an entertainment venue and businesses, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality community for the benefit of the present and future residents of Village and the Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement or in Village's ordinances, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Master Development Agreement.

1.02 "Applicable Regulations" means the Village Ordinances and codes and the Village of Salado's Technical Construction Standards and Specifications in effect as of August 1, 2015, subject to the amendments, variances and waivers to the Village Ordinances hereby agreed to by the Parties as provided in Exceptions and Minimum Specifications to Village Ordinances, Exhibit "C" of this Agreement attached hereto, as more particularly set forth below.

1.03 "Conceptual Master Plan" means the Concept Plan (as defined in the Village of Salado Subdivision Ordinance No. 2009.03) for the Land that is attached as Exhibit "B".

1.04 "County" means Bell County, Texas.

1.05 “Design Guidelines” the architectural and landscape design guidelines for development standards for the Sanctuary Planned Development District of the Land which are hereafter to be proposed by Owner and provided to the Village as provided in Section 7.05 below, and subsequently attached hereto as **Exhibit “D”**.

1.06 “Effective Date” means the date this Agreement is last executed by the Parties.

1.07 “ETJ” means extraterritorial jurisdiction.

1.08 “ETJ Land” means that portion of the Land located in the ETJ of Village, consisting of approximately 276 acres of real property being more particularly described on **Exhibit “A”**.

1.09 “Exceptions and Minimum Specifications to Village Ordinances” means the exceptions to the Applicable Regulations, as set forth in **Exhibit “C”**.

1.10 “Final Plat” means a map of a subdivision, addition or development of property within the Land to be recorded in the Plat Records after approval by Village in accordance with the Applicable Regulations.

1.11 “Hotel Occupancy Tax Revenues” means the amount of hotel occupancy tax receipts actually received by the Village pursuant to *Chapter 351 of the Texas Tax Code* from hotels located within the Land during the Hotel Tax Reimbursement Term.

1.12 “Land” means 297 acres of land, more or less, more particularly described on **Exhibit “A”**, and illustrated in the Conceptual Master Plan attached as **Exhibit “B”**.

1.13 “Major Amendments” means amendments to the Conceptual Master Plan that meet the following criteria: an increase in commercial square footage, hotel rooms, or residential units equal to or more than 20% of the square footage, rooms or units currently shown in the Conceptual Master Plan.

1.14 “Master Association” means one or more non-profit entities whose membership includes the owners of real property within the Land and to which dues are paid for the maintenance and repair of certain improvements serving the Project including without limitation, privately owned roads, drainage facilities, common open space and park areas, together with other common and related facilities and areas within the Land.

1.15 “Minor Amendments” means amendments to the Conceptual Master Plan that do not qualify as Major Amendments.

1.16 “Parties” means Village and the Owners.

1.17 “PID” means a public improvement district to be created upon, and encompassing, the Land in accordance with the PID Act.

1.18 “PID Act” means *Chapter 372 of the Texas Local Government Code*.

1.19 “PID Project Costs” shall mean any of the acquisition, design, construction, assembly, installation and implementation costs of one or more of the PID Project Facilities with associated costs, including but not limited to the fees and expenses of engineers, attorneys and other consultants related to PID Project Facilities and the administrative and operating costs of the PID, and any other costs for which PID Bonds may be issued under the PID Act.

1.20 “PID Project Facilities” means all public improvements that are eligible for financing or reimbursement under the PID Act.

1.21 “Preliminary Plat” means a map showing the salient features of a proposed subdivision submitted to the Village in accordance with the Applicable Regulations for the purpose of preliminary consideration and approval prior to the submission of a Final Plat and also defined in the Village of Salado Subdivision Ordinance No. 2009.03 as a “Construction Plat”.

1.22 “Project” means the mixed use development of the Land, together with parkland, open space, and other facilities, as shown on the Conceptual Master Plan.

1.23 “Related Agreements” means certain agreements to be executed simultaneously herewith consisting of the following: (i) this Master Development Agreement; (ii) a temporary access easement agreement across the Land to provide access by the Village to the Wastewater Treatment Plant during construction; (iii) the Chapter 380 Economic Development Agreement as described below; and (iv) the Tourism Marketing Agreement as described below.

1.24 “Salado WSC” means Salado Water Supply Corporation.

1.25 “Subdivision Improvements” means the wastewater, roadways, storm water drainage and other facilities within the Project required to serve development of subdivided lots in the Land and that will be conveyed to the Village upon their completion.

1.26 “TCEQ” means the Texas Commission on Environmental Quality, or successor agency.

1.27 “Village” means the Village of Salado.

1.28 “Village Administrator” means the Village’s Administrator, and his or her successor(s).

1.29 “Wastewater Service Agreement” means the Wastewater Service Agreement previously entered into by the Village and Sanctuary Development Company, LLC, as amended from time to time.

II. PURPOSES, CONSIDERATION AND AUTHORITY

2.01 General Benefits. The Owners will benefit from the certainty and assurance of the development regulations applicable to the development of the Land and by virtue of the services and economic incentives that will be made available to the Land pursuant to the terms of this Agreement. The Owners have voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Land in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; and (c) the economic incentives that will be made available to the Land pursuant to the terms of this Agreement. The Village will directly benefit from this Agreement by virtue of its control over the development standards for the Land and by virtue of the economic development and tourism generated by the Project. The Parties expressly confirm and agree that development of the Land will be best accomplished through this Agreement and will substantially advance the legitimate interests of the Village. The Village, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the Village.

2.02 Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The Village acknowledges that each Owner will, during the term of this Agreement, proceed with the development of each Owner's Tract in reliance upon the terms of this Agreement. The Village acknowledges and agrees that the enforcement of the terms of this Agreement by any affected Owner, would not interfere with or impede the exercise or performance of any governmental function of the Village.

2.03 Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172, which authorizes the Village to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The Parties intend that this Agreement authorize certain land uses and development of the Land, provide for the uniform review and approval of plats and development plans for the Land, provide exceptions to certain ordinances; and provide other terms and consideration including the continuation of land uses and zoning after annexation of each portion of the Land. This Agreement is also entered into, in part, under the statutory authority of Chapter 380. The Parties further intend that this Agreement set forth certain economic incentives to the Owners related to the Project.

III. ANNEXATION MATTERS

3.01 Annexation. The Owners consent to and request that the Village approve annexation of the ETJ Land. Each Owner of a Tract within the ETJ Land agrees that it shall request annexation of such Tract within the ETJ Land as provided in this Agreement. An annexation petition for the ETJ Land in a form substantially similar to that set forth in **Exhibit "E"** requesting annexation of the ETJ Land shall be executed by the owners of the ETJ Land

and submitted to the Village upon execution of this Agreement. The ETJ Land will be annexed into the corporate limits of the Village in accordance with the provisions of this Agreement and in compliance with the applicable notice and hearing requirements of *Chapter 43 of the Texas Local Government Code*. The Village agrees that annexation and zoning of the ETJ Land shall occur within one-hundred twenty (120) days after the annexation petition is submitted and in accordance with all applicable laws.

3.02 Continuation of Agricultural Use. The Village and the Owners agree and acknowledge that portions of the Land located in the ETJ are currently used for agricultural purposes and subject to a property tax exemption under *Chapter 23, Texas Tax Code*. It is the intent those Owners that currently use their respective Tracts for such purposes to continue use of such portions of the Land for agricultural or wildlife preservation purposes until such time as they are developed. As portions of the Land are developed and taken out of agricultural use or wildlife preservation use, such Owners intend to continue use of the remaining, undeveloped portions of the Land for agricultural or wildlife preservation purposes. Notwithstanding anything herein to the contrary, the Village agrees that the Owners of such portions of the Land shall be permitted to continue such agricultural use or wildlife preservation use.

3.03 Continuation of Commercial Uses. The Village and the Owners agree and acknowledge that portions of the 53-acre Tract south of FM 2268 located in the ETJ as described on **Exhibit "A"** is currently used for commercial purposes and operated under lease agreement with Wildfire Ranch as an indoor and outdoor event center and retail store. It is the intent of the Owner of such Tract to continue use of such Tract for commercial purposes until such time as it is redeveloped. Notwithstanding anything herein to the contrary, the Village agrees that the Owners of such portions of the Land shall be permitted to continue such commercial uses.

IV. DEVELOPMENT MATTERS

4.01 Phased Development. Each Owner intends to develop its respective Tract in accordance with the Conceptual Master Plan and in phases. Village consents to such phased development and agrees that portions of the Land not under active development or redevelopment may remain in use for agricultural, wildlife management, and other existing uses as provided in this Agreement.

4.02 Conceptual Master Plan. The Village hereby confirms its approval of the Conceptual Master Plan, and specifically approves the land uses, densities, exceptions, utility and roadway alignments and width of the rights-of-way and other matters shown on the Conceptual Master Plan, Land Use Chart and the Exceptions and Minimum Specifications. The Conceptual Master Plan depicts general land use designations. The Village further hereby agrees that the Conceptual Master Plan complies with the Village's objectives as expressed in the Village's Comprehensive Plan. Notwithstanding anything in the Village Code of Ordinances to the contrary, the Owners shall be entitled to develop the Land in accordance with the Applicable Regulations and the Conceptual Master Plan. The land uses established in the Conceptual Master Plan, along with the maximum square footage, rooms or units associated with each land use, are set forth below:

Village hereby approves the general land use categories identified on the Conceptual Master Plan and Land Use Chart. Each general land use category may be increased by up to twenty percent (20%) without requiring a Major Amendment, so long as the total acreage of the Project does not change.

General Use Categories:

Commercial (e.g. office, retail, restaurants, etc.)	515,000 HSF
Entertainment Venue (performing arts)	40,000 HSF
Lodging	355 Rooms (keys)
Multi-Family (multi-story, including senior housing, rental)	575 Units
Multi-Family (for sale, including condos, townhomes and duplexes)	130 Units
Single Family (for sale)	364 Units
Parking Garage(s)	500 Spaces

Ancillary service buildings, kiosks, band shell, entry monument structures, pools, fountains, artwork, mechanical equipment storage, maintenance buildings, waste water treatment plant.

The specific land uses permitted within each general land use category shall be any of the conditional or permitted uses allowed under the following classifications SF-2, SF-7, SF-PH, SFA, MF-1, MU and C Village’s Zoning Ordinance, amended June 18, 2015, Section 4, as noted and attached hereto as **Exhibit “F”** (the “*Land Use Chart*”). The specific site development regulations permitted within the project are set forth in **Exhibit “C”**. If there is any conflict between the Conceptual Master Plan and the Land Use Chart and/ or Exceptions and Minimum Standards, the Land Use Chart or Exceptions and Minimum Standards (as applicable) will control. The Village confirms that the Conceptual Master Plan has been approved by the Village Board of Aldermen. Preliminary Plats and Final Plats that comply in all material aspects with the Conceptual Master Plan, Applicable Regulations, and state law shall be approved by Village when submitted for review and approval in accordance with the Village's standard procedures.

4.03 PD (Planned Development Zoning). It is the intent of the Village to zone all of the Land with a “PD (Planned Development)” zoning district consistent with this Agreement, the Conceptual Master Plan, the Exceptions and Minimum Specifications to Village Ordinances, and the Land Use Chart. The zoning of the Land as provided herein concurrently with the annexation of the ETJ Land shall be incorporated into the annexation service plan for the ETJ Land pursuant to *Section 43.056 of Texas Local Government Code*, and shall be subject to the process, notices, hearings and procedures applicable to all other properties within the Village, with such process to be commenced upon receipt of an application by an owner of any portion of the Land. Pursuant to *Section 212.172(b)(8) of the Texas Local Government*

Code, the Village agrees that the land uses, development, and development intensity shown on and allowed in the Conceptual Master Plan, the Exceptions and Minimum Standards to Village Ordinances, the Land Use Chart, and in this Agreement shall be allowed for the Land after annexation. If the Village does not zone the Land as provided in this section, then any affected Owner, in addition to the rights and remedies it may have under any other agreement with the Village, shall have the right to enforce the obligations of the Village under this Section 4.03 to the extent that those obligations are enforceable and pursuant to remedies that are available under applicable law, including, without limitation, seeking disannexation of the ETJ Land for failure to provide services contained within the annexation service plan pursuant to *Section 43.141 of the Texas Local Government Code*, and the Land shall be and remain entitled to the rights and benefits provided in this Agreement notwithstanding such inaction by the Village.

4.04 Review Process. Village acknowledges that efficient Village reviews are necessary for the effective implementation of the Project. Therefore, the Village agrees that it will review and respond with substantive comments or approval to all construction and development applications and any requests for approvals under this Agreement within the time frames established by any statutory or internal Village timeframes for development reviews. The Village agrees that if, at any time, an Owner believes that an impasse has been reached with Village staff on any development issue affecting the Project, such Owner may immediately appeal to the Village Administrator for a resolution and that the Village Administrator's decision is immediately appealable to the Village Board of Aldermen at the earliest meeting at which the Village Board of Aldermen agrees to place the item on the agenda for consideration, which will not be unreasonably delayed. The Owners acknowledge that the appeal process described in this section does not supersede any statutory or ordinance requirements for public hearing and notification.

4.05 Term of Approval. The Conceptual Master Plan will be effective for the term of this Agreement, unless otherwise amended or revised by mutual agreement of the Parties.

4.06 Amendments. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, each Owner may make Major Amendments or Minor Amendments to the Conceptual Master Plan as applied to such Owner's Tract upon notification to the Village Administrator. Major Amendments to the Conceptual Master Plan shall require approval of the Village Board of Aldermen, which approval will not be unreasonably withheld, conditioned or delayed. Minor Amendments to the Conceptual Master Plan may be administratively approved by the Village Administrator or representative designated by the Board of Aldermen. Such Owner shall provide the Village with an updated Conceptual Master Plan with its application for a Major Amendment or Minor Amendment.

4.07 Density Transfer/Use Exchanges. Density may be transferred between the phases proposed for the Project by up to twenty percent (20%) of the then approved density as shown in the Conceptual Master Plan for the receiving phase, if sufficient sewer capacity is available or if an owner agrees to any sewer upgrades necessary to accommodate the density changes. Such transfers shall be a Minor Amendment. Transfers exceeding twenty percent (20%) of the then approved density in the receiving phase shall require a Major Amendment to the Conceptual Master Plan for the affected phases. An Owner shall be responsible for tracking density transfers at the time of filing a Preliminary Plat by such Owner. Each such

Owner shall provide the Village with an updated Conceptual Master Plan each time a density transfer is approved. The Owners may exchange residential uses for non-residential uses, and vice versa, using density unit equivalents (“*DU*”) as the density conversion factor in accordance with the Density Units Table attached hereto as **Exhibit “G”**. If such exchanges do not increase the Project’s overall density by more than 20% based on DUs and the resulting land uses are allowed in the Land Use Chart, the Village shall approve such an exchange administratively as a Minor Amendment. If the exchange increases density by more than 20% or otherwise changes any conditions or assumptions beyond what is otherwise allowed in this Agreement, the Village may treat such exchanges as a Major Amendment and process the proposed change accordingly. Each owner seeking an amendment shall provide the Village with an updated Conceptual Master Plan with its application for a Major or Minor Amendment.

4.08 Plat Approvals. Approval of a Preliminary Plat (referred to as a Construction Plat under the Village’s Subdivision Ordinance) shall be deemed to also be an update of the Conceptual Master Plan. Final Plats shall be approved if they are consistent with the Preliminary Plat and meet the Applicable Regulations.

4.09 Review/Submittal Fees. Except as otherwise provided in this Agreement, or any of the Related Agreements, Owners shall pay Village’s standard application, review and development fees which are applicable to all other development applicants, at the time of each submission.

4.10 Building Code Compliance. Except for any structures associated with the continued land uses authorized in Section 3.02 and Section 3.03 above that may be located on ETJ Land, permanent structures constructed on the Land shall comply with the International Building Code (2012) in effect in the Village on the date of this Agreement. Such code compliance as it applies to the Land and structures constructed on the Land shall be limited to health and safety issues which apply uniformly to all other Land within the corporate limits of Village. An Owner may provide its own compliance inspections using qualified personnel, either its own staff or outsourcing such duties to a qualified third party therefore. In that event, the Village will not perform building code inspections, and such Owner will not be required to pay the Village inspection or review fees or obtain building permits from the Village.

V. UTILITIES

5.01 Generally. Each Owner will have the right to select and contract with the providers of cable television, gas, electric, telephone, telecommunications and all other services, including solid waste collection and recycling services without any further approval of Village; provided, however, water and wastewater services to the Land will be provided as contemplated in Sections 5.02 and 5.03 below.

5.02 Water Services. Village and the Owners agree that Salado WSC will provide retail water services to and within the Land, and Village shall have no responsibility for the provision of water services. The Owner shall provide the Village with the plans and specifications for water facilities constructed to serve customers within the Land, and such plans and specifications shall be subject to the applicable approvals of Salado WSC, TCEQ, and

reviewed by the Village of Salado for compliance with the Village of Salado's Technical Construction Standards and Specifications.

5.03 Wastewater Services. Village shall provide retail wastewater services to and within the Land in accordance with the terms and conditions of the Wastewater Service Agreement and the Village of Salado's Technical Construction Standards and Specifications.

5.04 Street and Security Lighting. The Master Association shall pay for all maintenance and electric bills associated with street lighting and security lighting in the Land.

VI.

PARK AND RECREATIONAL AMENITIES AND OPEN SPACE

6.01 Park Land. In recognition of the character of the Project as a master-planned community and in acknowledgement of the substantial parkland, recreational areas, greenbelts, trails and recreational facilities to be owned and maintained by an applicable Owner or by a property owners association (including but not limited to the Master Association) and that will be provided by the Owners, the Village agrees that no public parkland dedication or fees in lieu of dedication will be required from any Owner. On an overall Project basis, the Owners shall provide an amount of parkland, recreational areas, greenbelts, trails, and recreational facilities to be owned and maintained by an applicable Owner or by a property owners association that is equal to or in excess of the amount currently shown in the Conceptual Master Plan. An Owner shall have the right to modify the location and configuration of the of the parkland, recreational areas, greenbelts, trails and recreational facilities to be owned and maintained by an applicable Owner or by a property owners association on such Owner's Tract as shown on the Conceptual Master Plan as a Minor Amendment provided that the total amount of such parkland, recreational areas, greenbelts, trails, and recreational facilities currently shown on the Conceptual Master Plan is maintained. The applicable Owners, or a property owners' association established by the applicable Owners (including but not limited to the Master Association), shall be obligated to construct, operate and maintain such the parkland, recreational areas, greenbelts, trails, and recreational facilities provided in this Section.

6.02 Trail System. In recognition of the Owners' plans to provide and maintain an extensive trail network throughout the Project to be owned and maintained by an applicable Owner or by a property owners association, no other public trail easements or improvements shall be required. Each Owner will establish reasonable behavioral policies and available times for all Village residents to use the Project's trail system.

6.03 Open Space. Open space shall be owned and maintained by each Owner as applicable, the Master Association, a qualified land trust or a governmental entity.

6.04 Master Association. The Master Association may own, operate and maintain all privately owned parks, greenbelts, trails and park improvements constructed by any Owner within the Project.

VII.

DEVELOPMENT STANDARDS AND REVIEW PROCESS

7.01 Applicable Regulations. Subject to the terms of this Agreement, the Applicable Regulations shall govern the development of the Project.

7.02 Land Use Chart and Development Standards. Village hereby approves the Conceptual Master Plan, the Exceptions to Village Ordinances, Land Use Chart and Site Development Standards for the Project and acknowledges that if those standards are in conflict with any Village codes, ordinances or requirements, the more permissive of this Agreement, the Conceptual Master Plan, the Exceptions to Village Ordinances, the Land Use Chart and Site Development Standards shall prevail.

7.03 Development Review and Submittal Process. Subject to and except as modified by the terms of this Agreement, applications for development of the Project shall be submitted and reviewed in accordance with Village's standard development review application procedures for residential and nonresidential development, and procedures that are applicable to all other developments within Village, at the time of submission.

7.04 Plat Expiration and Extension. The Parties agree to the following time applications with respect to preliminary plat review:

(a) Approval of a preliminary plat will expire at the end of three (3) years from the date of approval by the Board of Aldermen unless a final plat on all, or a portion of, the land is filed prior to such expiration date, or an extension is granted by Village;

(b) A one (1) year extension may be granted administratively by the Village Administrator prior to the initial expiration date of any Preliminary Plat; and

(c) Additional extensions may be granted by the formal approval of the Board of Aldermen.

7.05 Vision and Character. The Parties acknowledge that the Design Guidelines, shall be provided to the Village prior to the Owner submitting the first Preliminary Plat and shall establish the overall vision for the quality of the Project and its development over time. The principles and guidelines described in the Design Guidelines shall be used by the Owners to create specific guidance for successor owners, commercial tenants, commercial site purchasers, lot buyers and homebuilders. The Village and the Owners agree to cooperate in good faith to ensure that development of the Project meets the objectives of the Design Guidelines and to make appropriate revisions to respond to changing market conditions. Notwithstanding the foregoing, the Design Guidelines shall meet or exceed the minimum standards set forth in **Exhibit C** and comply with the land uses permitted in **Exhibit F**. As long as such revisions meet or exceed the minimum standards set forth in **Exhibit C** and comply with the land uses permitted in **Exhibit F**, such revisions will be processed as a Minor Amendment, and otherwise such revisions will be processed as a Major Amendment.

7.06 Resolution of Conflicts. Notwithstanding anything in this Agreement to the contrary, the following hierarchy shall apply in resolving conflicts between development requirements: (i) the Exceptions and Minimum Standards to Village Ordinances, (ii) the Land Use Chart, (iii) the Conceptual Master Plan, (iv) this Agreement, and (iv) the Applicable Regulations.

VIII.
AUTHORITY AND VESTING OF RIGHTS

8.01 Vesting of Rights. The Village acknowledges the importance to the Owners of having certainty and predictability of development regulations while planning and implementing the Project. As a result, each Owner has the vested authority to develop its respective Tract in accordance with this Agreement. Each Owner shall be deemed vested from the Effective Date throughout the term of this Agreement for the Applicable Regulations. This Agreement shall constitute the first application in a series of applications and as a “permit” for purposes of vesting as contemplated in Chapter 245 of the Texas Local Government Code solely with respect to the terms of this Agreement. To the extent any of the Applicable Regulations are in conflict with any current or future Village codes, ordinances or requirements, the Applicable Regulations shall prevail. In addition to, and without waiving the generality of the foregoing, the Village acknowledges and agrees that the Conceptual Master Plan constitutes a “permit” for the purposes of Chapter 245 of the Texas Local Government Code that expires only upon expiration this Agreement.

IX.
TRANSPORTATION

9.01 Roadway Improvements.

(a) (a) Village approves (i) an internal roadway network within the Land, and road design standards, as identified on the Conceptual Master Plan and according to standards as provided and set forth in **Exhibit C** and (ii) roadway connections to Royal Street, College Hill Drive, Baines Street, Santa Maria Road, San Jose Road, Salado Oaks Drive, Main Street, and FM 2268. Each Owner shall dedicate rights-of-way for streets within the Project in accordance with the street sections depicted in the Exceptions and Minimum Standards; however, each Owner reserves the right to designate certain streets as private for the exclusive use of the Project’s residents, owners, tenants and guests. Such Owner, the Master Association, a qualified land trust or a governmental entity other than the Village shall be responsible for the maintenance and operation of any private street.

(b) All privately maintained roads shall be constructed to standards for public roadways of the same classification set forth in this Agreement.

9.02 Road Improvements Outside Land. The Owners, subject to the consent of State of Texas Department of Transportation (“*TxDOT*”), may expand and enhance in phases, Farm to Market Road 2268. A schematic design of the planned improvements to FM 2268 is included as **Exhibit “H”**. The Village approves this schematic design and will fully cooperate with each Owner to complete such improvements provided the Village shall have no expense in the construction of such improvements and the Owners and/ or the Master Association is responsible for the maintenance of any landscape, signs, fountains, lights or other such amenities allowed by TxDOT to be located within the right-of-way and only to the extent such maintenance is permitted by TxDOT.

9.03 Permit for Right-of-Way by Village. The Village shall promptly issue any Owner any permit required by such Owner to cross, bore under, intersect, expand, construct, re-

construct, upgrade or repair any public-right-of-way in connection with the construction, operation and development of the Project following review by the Village engineer which shall be within thirty (30) days from the date submitted by the Owner to the Village engineer.

X.

STORMWATER DRAINAGE, DETENTION AND WATER QUALITY

10.01 Stormwater. Each Owner shall provide the Village with storm water plans for construction and maintenance of the storm water collection and discharge that are signed and sealed by a Registered Professional Engineer licensed in the State of Texas. The Village acknowledges the intent of the Owners is to design and implement a storm water management system that promotes mitigation during high volume and intensity storm events and storm water recovery during dry periods. This information will be provided to Village during the subdivision review process. The proposed points of discharging storm water runoff from the Land onto adjacent lands will remain consistent with existing conditions whenever practicable. Design of the drainage improvements shall be in accordance with the Applicable Regulations.

10.02 Water Quality. The Project shall comply solely with applicable State and Federal water quality regulations. During the term of this Agreement, Village shall not impose any local water quality standards on the Project. To the extent the Village adopts any water quality standards applicable to development within the Village or its ETJ generally, the Village acknowledges and agrees that the Project shall be fully exempt from any and all such water quality standards.

XI.

ECONOMIC INCENTIVES

11.01 Public Improvement District. PID funding of the PID Project Facilities, as authorized by the PID Act and approved by the Parties, will include to the maximum extent authorized by State law: (i) funding of all PID Project Costs for all PID Project Facilities; (ii) annual payments by each owner to the Village of PID assessments; (iii) the issuance by the Village of PID Bonds secured by such assessments and/or other security or remittance by the Village of PID assessments collected from property owners within the Land to Owner on an annual basis as reimbursement for PID Project Costs in the event PID Bonds are not issued; (iv) the issuance by the Village or other issuer of other bonds secured by PID assessments and/or other security; and (v) any other method approved by the Parties. The Parties agree that the Village shall have no obligation under this Agreement to fund or reimburse PID Project Costs for PID Project Facilities except for remittance of PID assessments collected from property owners within the Land.

The PID Project Facilities to be funded by the PID will be described in the PID Service and Assessment Plan, which PID Project Facilities confer a special benefit on the Property.

The PID Project Costs will be stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for all PID Project Facilities funded with the proceeds of PID Bonds. All maintenance bond obligations of Owners may be

satisfied by assigning a contractor's maintenance bond to the Village, or by having the Village designated as a co-beneficiary of a maintenance bond furnished by a contractor.

The Village and the Owner will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. After the Village approves the final PID Project Costs in accordance with this Agreement, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the Village for public inspection, the Village will levy special assessments against the Property.

The Village shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act and this Agreement. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the Village shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the Village and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the Village's reimbursement to the Owner of certain PID Project Costs.

The Village will use its best efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. The net proceeds from the sale of PID Bonds (i.e., PID administration costs, net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs.

Notwithstanding the foregoing, the obligation of the Village to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial ability and obligation of the Owner to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The Village may require the Owner to secure its obligation to pay such deficit and cost overruns by providing a performance bond, letter of credit, lender set-aside letter, or other security acceptable to the Village prior to the issuance of the PID Bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued. The Parties agree that the Owner shall have no obligation to provide any such financial assurance to the Village for any PID Project Facilities that are funded by the Owner and which are reimbursed by the PID (either from the proceeds of PID Bonds or by payment of PID assessments to the Owner). Nothing in this Section 11.01 shall alter or amend the rights and obligations of the Parties under the Related Agreements.

11.02 Hotel Occupancy Tax Reimbursement. As part of the approved Program, upon the Effective Date hereof, the Village shall enter into the Tourism Marketing Agreement attached hereto as **Exhibit "I"** (the "Tourism Marketing Agreement").

11.03 Economic Development Grants. As part of the approved Program, upon the Effective Date hereof, the Village shall enter into the Chapter 380 Economic Development Agreement attached hereto as **Exhibit "J"** (the "Chapter 380 Economic Development Agreement").

11.04 Music Venue. As part of the approved Program and in support of the portion of the Project that is proposed for entertainment uses, development, venues and facilities (the

“*Entertainment District*”), the Village further agrees to provide any consents, authorizations and/ or approvals necessary to allow increased height and advertising square footage for signs fronting Interstate 35 according to a height and square footage that are at least as large as other current, major existing signs along Interstate 35 in other parts of Bell County, Texas.

XII. TERM, ASSIGNMENT AND REMEDIES

12.01 Term. The term of this Agreement will commence on the Effective Date and continue for forty-five (45) years as allowed in Section 212.172(d) of the Texas Local Government Code, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of Village and the Owners.

12.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land or any portion of the Land at any time by mutual written consent of Village and the applicable Owners.

12.03 Assignment.

(a) The terms of this Agreement will run with the Land, and will be binding upon the Owners and their permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as it remains in effect.

(b) The Village may not assign this Agreement without the prior written consent of the Owners.

(c) Each Owner has the right, from time to time, to assign this Agreement to a non-lender person or entity (“*Assignee*”) provided the following conditions are met: (1) Assignee is a successor owner of all or any part of the an Owner’s Tract; (2) Assignee expressly assumes in the assignment all obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement; and (3) a copy of the executed assignment is provided to Village within thirty (30) days after execution (collectively, the “*Assignment Conditions*”) with documentation evidencing compliance with the Assignment Conditions. From and after the date a copy of the executed assignment is provided to Village, and if the Assignment Conditions are each satisfied, Village agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that the assigning Owner shall be released from performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations. No assignment by such Owner shall release such Owner from any liability that resulted from an act or omission by such Owner that occurred prior to the effective date of the assignment unless Assignee accepts such liability as part of the assignment.

(d) Each Owner has the right, from time to time, to assign its respective interest in this Agreement, in whole but not in part, to a holder of any obligation or debt of such Owner or any successor owner of all or any part of an Owner’s Tract or this Agreement secured by any mortgage, deed of trust, collateral assignment, security interest, lien or other encumbrance, any amendment or modification of the terms thereof, including without limitation any extension, renewal or refinancing thereof (a “*Lender*”) without Village’s prior written consent. Any such

assigning Owner shall provide notice to Village of any Lender assignment within thirty (30) days after execution of the assignment with a copy of the documents and instruments created and governing Lender's interests and rights. No assignment by such Owner to a Lender shall release such Owner from any of such Owner's obligations under this Agreement.

(e) Each Owner shall maintain written records of any and all assignments made by such Owner (including, for each Assignee and Lender, the documentation demonstrating compliance with the Assignment Conditions, and including a copy of each executed assignment) and, upon written request from any Party, Assignee, or Lender shall provide a copy of such records to the requesting person or entity.

(f) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land, nor is it intended to confer upon such person the status of a third party beneficiary.

12.04 Remedies.

(a) If the Village defaults under this Agreement, an affected Owner may, at its sole election, (i) terminate the Agreement as to such Owner and be relieved from any and all obligations under this Agreement and the Related Agreements, in which event the Village shall be obligated to disannex any portion of the Land annexed by the Village after the Effective Date, (ii) continue the Agreement, if the Village fails to zone the Land as required in the Agreement pursuant to its zoning discretion, and seek disannexation of any portion of the Land annexed by the Village after the Effective Date for failure of the Village to provide municipal services pursuant to an adopted service plan, (iii) enforce the Agreement by seeking specific performance and/ or a writ of mandamus from a Bell County District Court, as available under applicable law, and/ or (iv) seek any and all other remedies available at law or in equity. An affected Owner's foregoing remedies for a default by the Village are cumulative. Prior to exercising its remedies hereunder, an affected Owner shall give notice setting forth the event of default ("*Notice*") to the Village. If Village fails to cure any alleged default within a reasonable period of time, not less than thirty (30) days after the date of the Notice, and thereafter to diligently pursue such cure to completion, such Owner may exercise its remedies for default as to all of the Land owned by such Owner, or as to the portion of the Land affected by the default. The Village further hereby acknowledges and agrees that this Agreement and the Related Agreements are written contracts for services to the Village and are subject to *Subchapter I of Chapter 271 of the Texas Local Government Code*.

(b) If an Owner defaults under this Agreement, Village shall give written Notice to such Owner. If the Owner fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days after the date of the Notice, and thereafter to diligently pursue such cure to completion, Village may seek injunctive relief from a court of proper jurisdiction and/or terminate this Agreement .

(c) If either Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing Party.

12.05 Cooperation.

(a) Village and the Owners each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

(b) Village agrees to coordinate with each Owner at any such Owner's expense, in connection with any permits or approvals any such Owner may need or desire from Bell County, TCEQ, United States Fish & Wildlife Service or any other regulatory authority in order to carry out the Conceptual Master Plan and the Project.

(c) In the event of any third party lawsuit or other claim relating to the validity of this Agreement, the Village and the Owners agree to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

(d) Any Owner or Village may initiate mediation on any issues in dispute and the other Party shall participate in good faith. The cost of mediation shall be a joint expense.

XIII. MISCELLANEOUS PROVISIONS

13.01 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

13.02 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

13.03 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

13.04 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Bell County, Texas.

13.05 Notices. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (ii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice given in any manner will be effective when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

Salado:	Village of Salado Attn: Village Administrator P.O. Box 219 Salado, Texas 76571
----------------	---

Email: vos@saladotx.gov

with copy to: Bojorquez Law Firm, PLLC
Attention: Alan J. Bojorquez
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750
Fax: (512)250-0749
Email: alan@texasmunicipallawyers.com

Owners: Sanctuary Development Company
Attn: Billie Hanks, Jr.
1101 S. Bryant Blvd.
San Angelo, Texas 76903
Email: _____

with copy to: Jeffrey S. Howard
McLean & Howard
901 S. Mopac Expressway, Suite 2-225
Austin, Texas 78746
Email: jhoward@mcleanhowardlaw.com

The Parties may change their respective addresses to any other address and their respective successors and assigns names and addresses within the United States of America by giving at least five (5) days' written notice to the other Parties. Any Party may, by giving at least five (5) days' written notice, designate additional parties to receive copies of notices under this Agreement.

13.06 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

- Exhibit A - Description of Land
- Exhibit B - Conceptual Master Plan
- Exhibit C - Exceptions and Minimum Specifications to
the Ordinances
- Exhibit D - Design Guidelines (to be provided by the
Owner to the Village prior to first Preliminary Plat)
- Exhibit E - Annexation Petition Form
- Exhibit F - Land Use Chart
- Exhibit G - Density Unit Table
- Exhibit H - Schematic Design of Enhanced FM 2268
- Exhibit I - Tourism Marketing Agreement
- Exhibit J - Chapter 380 Economic Development Agreement

13.07 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

13.08 Time of the Essence. 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.

13.09 Authority for Execution. The Village certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its Village Charter and all applicable Village ordinances. The Owners hereby certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Owners.

13.10 Effective Date; Recordation. This Agreement shall be effective on the latest date accompanying the signature lines below. This Agreement, or a Memorandum of Agreement signed by both parties shall be recorded in the Official Public Records of Bell County, Texas within sixty days of the Effective Date, at Owners' expense.

13.11 Counterparts. This Agreement may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (e.g., .PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

EXECUTED on this 25th day of November, 2015.

ATTEST:


Village Secretary

VILLAGE OF SALADO
Texas, a Type A general
law municipality of the
State of Texas

By: 
Name: CHIP BLAWIE
Title: Mayor
Date: 25 NOV 15

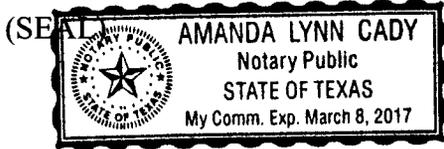
THE STATE OF TEXAS

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§
§

COUNTY OF BELL

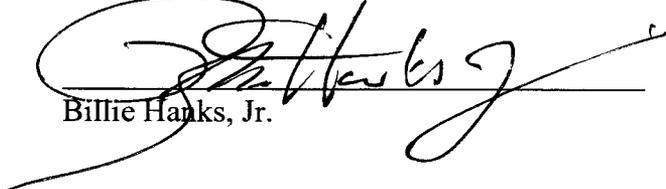
This instrument was acknowledged before me on the 25th day of November, 2015, by Skip Blancett, Mayor of the Village of Salado, a Texas general law municipality, on behalf of said municipality.

Amanda Lynn Cadogan
Notary Public, State of Texas



EXECUTED on this 25 day of November, 2015.

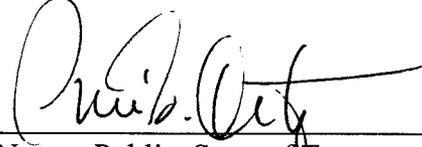
OWNERS:


Billie Hanks, Jr.

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

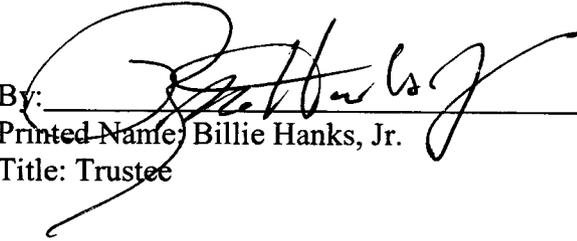
This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr.




Notary Public, State of Texas

(SEAL)

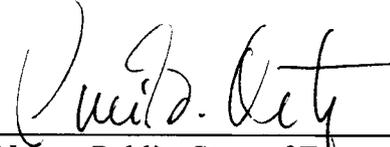
HANKS-CABINESS TRUST

By: 
Printed Name: Billie Hanks, Jr.
Title: Trustee

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

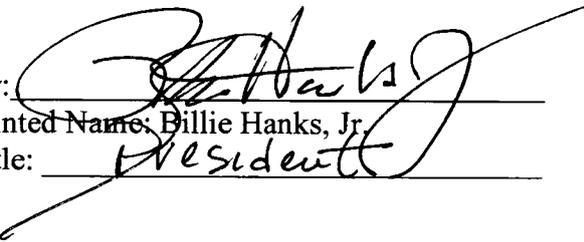
This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., Trustee of the HANKS-CABINESS TRUST.





Notary Public, State of Texas

BHHC CHRISTIAN DEVELOPMENT, LLC,
a Texas limited liability company

By: 
Printed Name: Billie Hanks, Jr.
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., as President, of BHHC CHRISTIAN DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said entity.




Notary Public, State of Texas

(SEAL)

BHHC CHRISTIAN DEVELOPMENT I, LLC,
a Texas limited liability company

By: [Signature]
Printed Name: Billie Hanks, Jr.
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., as President, of BHHC CHRISTIAN DEVELOPMENT I, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]
Notary Public, State of Texas

(SEAL)



BHHC CHRISTIAN DEVELOPMENT II, LLC,
a Texas limited liability company

By: [Signature]
Printed Name: Billie Hanks, Jr.
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., as President, of BHHC CHRISTIAN DEVELOPMENT II, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]
Notary Public, State of Texas

(SEAL)



BHHC CHRISTIAN DEVELOPMENT III, LLC,
a Texas limited liability company

By: [Signature]
Printed Name: Billie Hanks, Jr.
Title: President

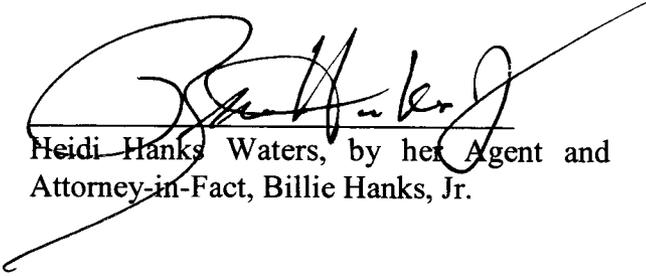
THE STATE OF TEXAS §
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COUNTY OF BELL §

This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., as President, of BHHC CHRISTIAN DEVELOPMENT III, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]
Notary Public, State of Texas

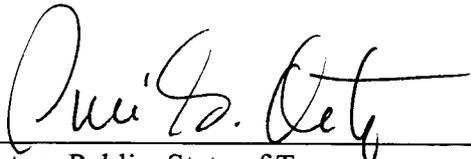
(SEAL)


Heidi Hanks Waters, by her Agent and
Attorney-in-Fact, Billie Hanks, Jr.

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

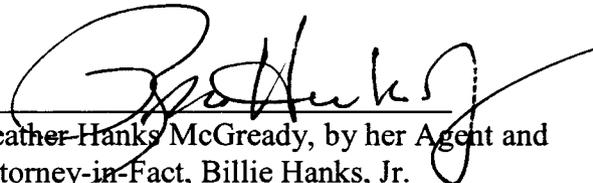
This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., as Agent and Attorney-in-Fact for Heidi Hanks Waters.





Notary Public, State of Texas

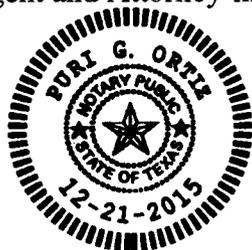
(SEAL)

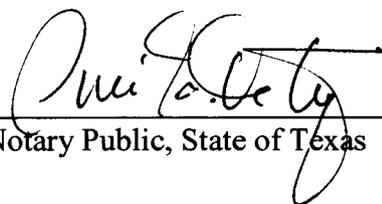


Heather Hanks McGready, by her Agent and
Attorney-in-Fact, Billie Hanks, Jr.

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., as Agent and Attorney-in-Fact for Heather Hanks McGready.

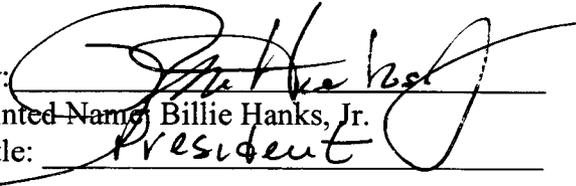




Notary Public, State of Texas

(SEAL)

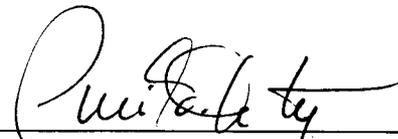
OLD WORLD BBD, INC.,
a Texas corporation

By: 
Printed Name: Billie Hanks, Jr.
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., as President, of OLD WORLD BBD, INC., a Texas corporation, on behalf of said entity.

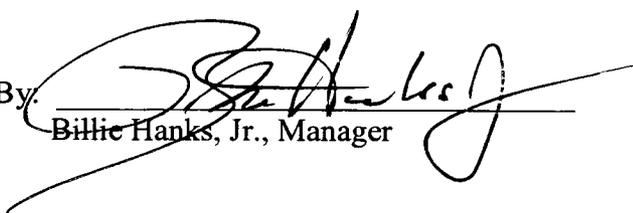



Notary Public, State of Texas

(SEAL)

SANCTUARY SALADO INVESTMENT II, LLC,
a Texas limited liability company

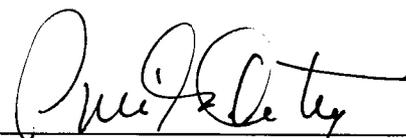
By: Sanctuary Development Company, LLC,
a Texas limited liability company, its Manager

By: 
Billie Hanks, Jr., Manager

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on the 25 day of November, 2015, by Billie Hanks, Jr., as Manager of Sanctuary Development Company, LLC, a Texas limited liability company, Manager of SANCTUARY SALADO INVESTMENT II, LLC, a Texas limited liability company, on behalf of said entity.




Notary Public, State of Texas

(SEAL)

EXHIBIT A

[TO BE PROVIDED]

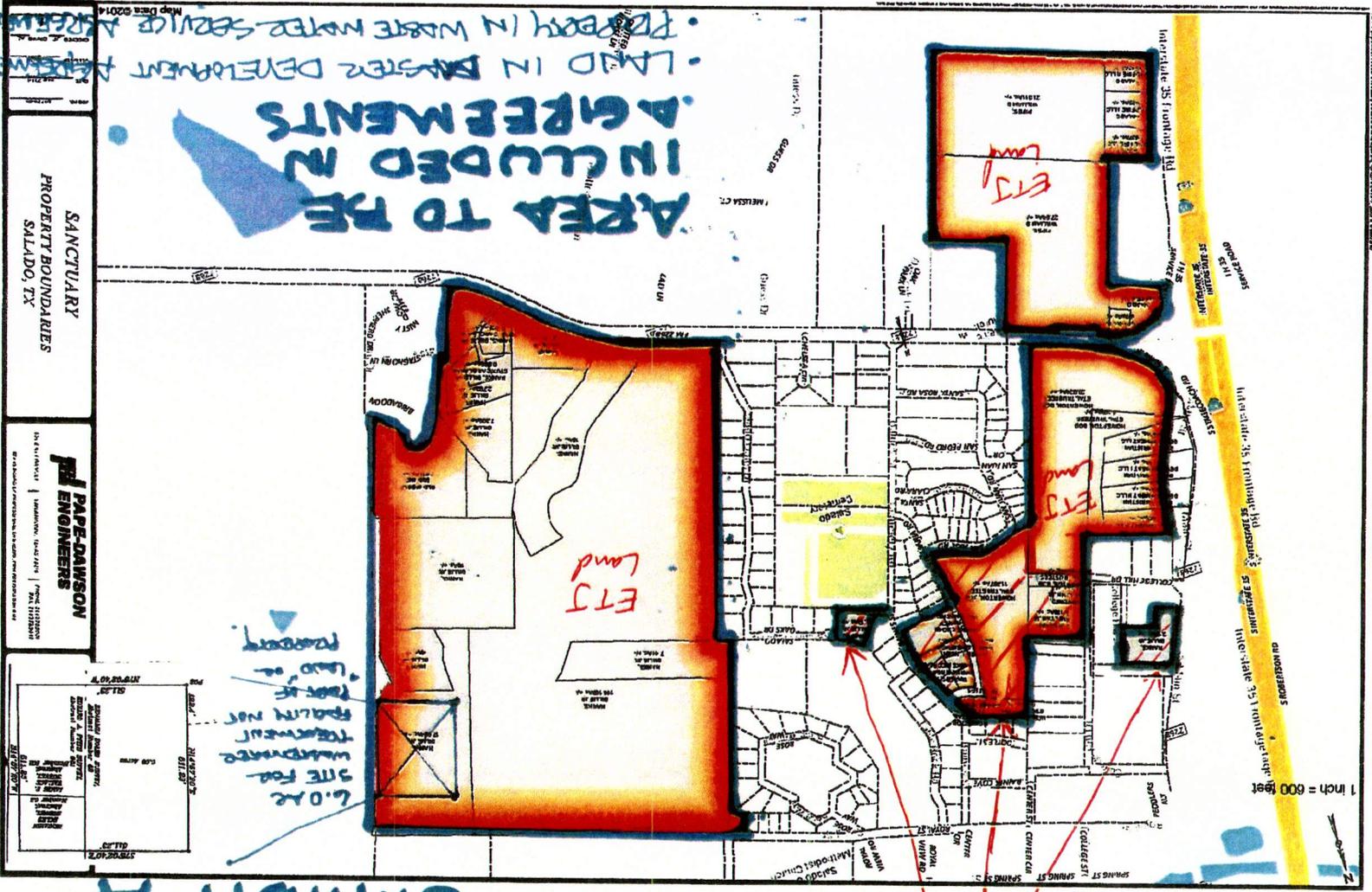


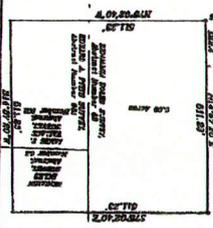
EXHIBIT A

6.0 AC
ONE FOR
WATERWATER
TREATMENT
PLANT NOT
LAND OF
PROPERTY

AREA TO BE INCLUDED IN AGREEMENTS

LAND IN MASTER DEVELOPMENT AGREEMENT
PROPERTY IN WASTE WATER SERVICE AGREEMENT

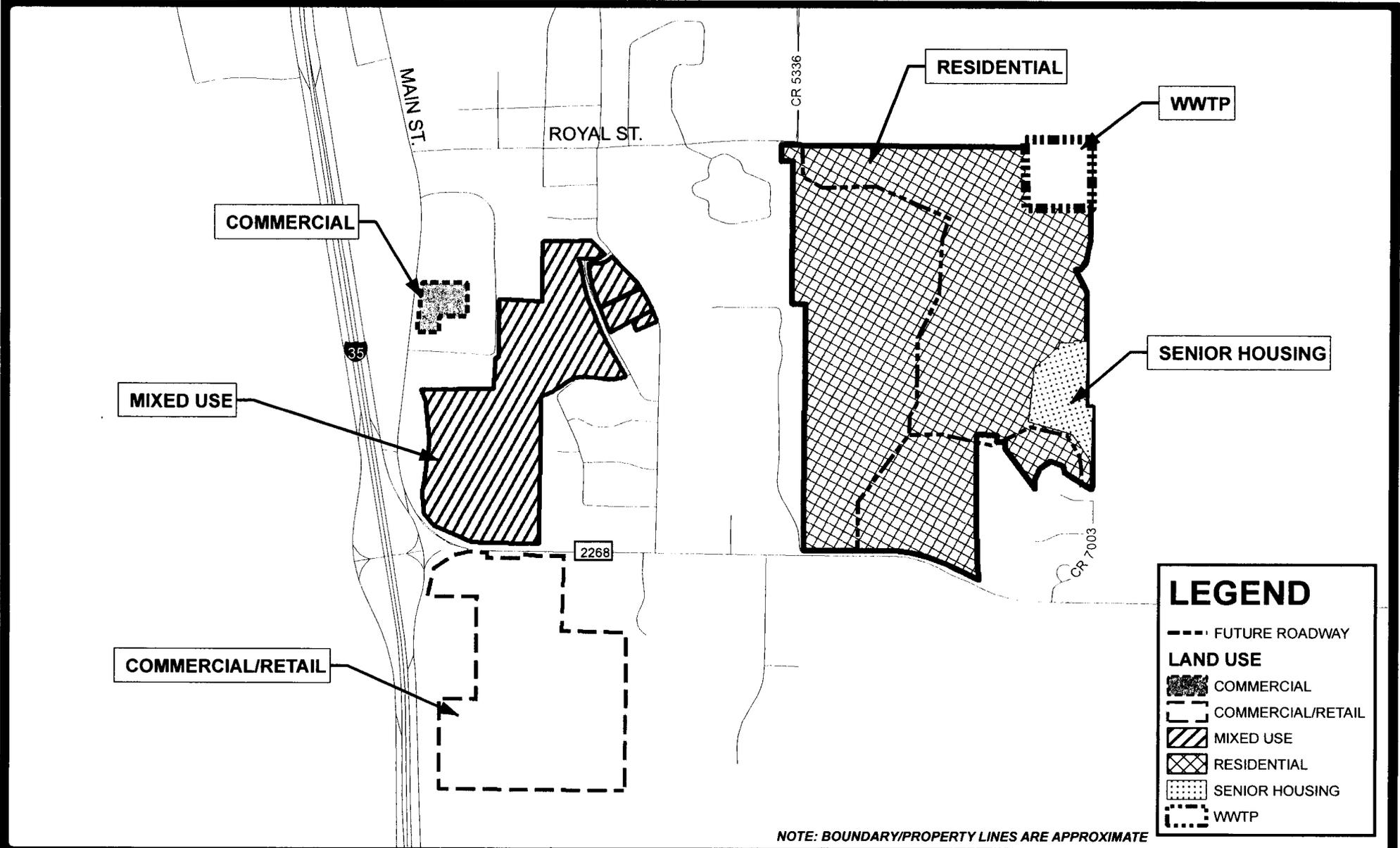
SANCTUARY ENGINEERS
PROPERTY BOUNDARIES
SALVADO, TX



Map Date 02/01/14

EXHIBIT B

[INSERT ALL PAGES OF LATEST CONCEPTUAL MASTER PLAN HERE]



JOB NO. 50774-00
 DATE Jun 2015
 DESIGNER ASL
 CHECKED AA DRAWN AL
 SHEET 1

**SANCTUARY
 CONCEPT PLAN
 EXHIBIT A B**



7800 SHOAL CREEK BLVD | AUSTIN, TEXAS 78757 | PHONE: 512.454.8711
 SUITE 200 WEST | FAX: 512.459.8867
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 410



REVISIONS:

Date: 6/8/2015



LaQuatra Bonci
ASSOCIATES
LANDSCAPE ARCHITECTURE

10 South Sixth Street
Pittsburgh, Pennsylvania 15203
PH: 412.688.1922
TX: 412.489.8105

Name: [redacted] follows



Sanctuary

Salado Dr

Project Number
12041

Drawn by
FB, JB

Checked by
mjb

Date
August 13, 2015

Revisions

Scale
1"=50'



Level Name
Master Plan

Submission
Drawing phase/submition

Sheet Number

SD1.0

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Exhibit B Conceptual Master Plan

Master Development Agreement between the Village of Salado and Sanctuary

November 2, 2015

EXHIBIT C

[TO BE PROVIDED]

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

11/24/2015 10:24

Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	Section 2.2 g	Plat Application Review Process	The Mayor/Village Administrator (or designee) shall have the authority to determine what document(s) the Village will require to prove ownership, such as one of the following: General Warranty deed; Special warranty deed; title policy; or some other documentation that is acceptable to the Mayor/Village Administrator (or designee)	The Proof of Ownership shall be by a signed statement from the owner(s) and acknowledged before a Notary Public, general warranty deed, special warranty deed, or title policy.
Salado Subdivision Ordinance	2.3	Concept Plan Approval	Salado requires the submittal of a concept plan.	The Conceptual Master Plan submitted as Exhibit B and the land uses included in the Master Development Agreement are approved. The next required submittal by Sanctuary prior to development is the Construction Plat or otherwise called the Preliminary Plat
Salado Subdivision Ordinance	2.4 g	Procedures and Submission Requirements for Construction Plat Approval	No construction work shall begin on the proposed improvements in the proposed subdivision prior to approval of the construction plat by the Board of Alderman, nor prior to issuance of all appropriate construction permits by the Village and other appropriate entities or agencies.	The Sanctuary may extend primary water lines, sewer lines, discharge lines, and related mass grading in connection with the construction set forth in the Wastewater Service Agreement provided the Sanctuary gives the Village a set of Construction plans prepared and sealed by a licensed civil engineer and obtained all required County, State, and Federal permits.
Salado Subdivision Ordinance	2.4 g	Procedures and Submission Requirements for Construction Plat Approval	No construction work shall begin on the proposed improvements in the proposed subdivision prior to approval of the construction plat by the Board of Alderman, nor prior to issuance of all appropriate construction permits by the Village and other appropriate entities or agencies.	The Sanctuary may install driveway aprons, access roads, fencing and barriers in connection with the construction of the sanitary sewer plant and the completion of the access roads in connection with the TXDOT road improvements at the Interstate 35 Exit 283 and 284, provided the Sanctuary gives the Village a set of construction plans prepared and sealed by a licensed civil engineer and obtained all required County, State, and Federal Permits.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

11/24/2015 10:24

Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	2.4 g	Procedures and Submission Requirements for Construction Plat Approval	No construction work shall begin on the proposed improvements in the proposed subdivision prior to approval of the construction plat by the Board of Alderman, nor prior to issuance of all appropriate construction permits by the Village and other appropriate entities or agencies.	The Sanctuary may complete mass grading, excavate ponds, and install storm water piping in order to establish a master storm water drainage system in advance of construction for a commercial or neighborhood phase of construction provided the Sanctuary gives the Village a set of construction plans prepared and sealed by a licensed civil engineer and obtained all required County, State, and Federal permits.
Salado Subdivision Ordinance	2.4 g	Procedures and Submission Requirements for Construction Plat Approval	No construction work shall begin on the proposed improvements in the proposed subdivision prior to approval of the construction plat by the Board of Alderman, nor prior to issuance of all appropriate construction permits by the Village and other appropriate entities or agencies.	The Sanctuary may clear, grade, construct, or place temporary construction offices, marketing offices ("Preview Center") or other such temporary structures and signage for the purposes of promoting or building the Project provided the Sanctuary gives the Village a set of construction plans prepared and sealed by a licensed civil engineer and obtained all required County, State, and Federal permits.
Salado Subdivision Ordinance	2.4 h. 19(f)(6)	Procedures and Submission Requirements for Construction Plat Approval	The undersigned owner does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface in accordance with the Village of Salado's paving standards for fire lanes and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or there impediments to the accessibility of fire apparatus.	The Sanctuary may use a "red" paving material to achieve the fire lane designation including concrete or brick pavers (such as Belgard®).

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

11/24/2015 10:24

Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	2.7 e	Development Plats	Standards of Approval: The development plat shall not be approved until the following standards have been satisfied (see page 38 of Salado Subdivision Ordinance)	The Conceptual Master Plan satisfies any requirement in the Village of Salado Subdivision Ordinance or an individual subdivision plat for public facilities and services, parks, and open spaces. The Sanctuary shall not be required to dedicate any recreational facilities, meeting halls, lakes, ponds, parks, open spaces or streets to the Village of Salado and consequently the Village shall have no operating or maintenance duties or expenses related to these private facilities.
Salado Subdivision Ordinance	2.10 e.1 (c)	Plat Vacation	The Board of Alderman, on its motion and following a public hearing on the matter, may vacate the plat of an approved subdivision or addition when: c) the plat has been of record for more than five (5) years and the Village determines that the further sale of lots within the subdivision or addition presents a threat to public health, safety or welfare, except that the vacation shall apply only to lots owned by the property owner or its successor.	The Village may only vacate a plat in the Project if the Village has given notice to the Sanctuary of the potential threat to public health, safety or welfare with a ninety (90) day notice to cure such threat(s). In no event shall the price of housing, architectural design, or commercial uses be a condition for vacating a plat.
Salado Subdivision Ordinance	3.1	Street Alignments	No Standard Provided	Streets shall have canted horizontal alignments to control vehicular speeds; street alignment adjustments will not exceed a 45 degree change in direction and will have a minimum center-line radius of 60 feet for local streets; or a minimum of center-line radius of 100 feet for a collector street
Salado Subdivision Ordinance	3.1	Street Dimensions- Two Way	No Standard Provided	Option for Commercial and Neighborhood Street shall have two (2) – 10 foot travel lanes in each direction with 4 foot minimum pedestrian or multi-modal zone flush with pavement texture change; total clear zone is 24 feet.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

11/24/2015 10:24

Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	3.1	Street Dimensions - One Way	No Standard Provided	One Way Street shall have a 16 foot cart way width plus one 4 foot parallel pedestrian lane, flush with pavement texture change on one side and a 4 foot reinforced earth shoulder on the park side; total clear zone is 24 feet.
Salado Subdivision Ordinance	3.1	Street Dimensions- Streets with medians	No Standard Provided	Landscape islands, or medians, will be allowed in streets for traffic calming and added aesthetics. Minimum dimension of cart ways shall be a minimum width of clear zone of 14 feet, face of curb to face of curb.
Salado Subdivision Ordinance	3.1	Street Dimensions - Curbing	No Standard Provided	All streets shall have a flush concrete ribbon curb, 4" "mountable" curb, or 4" "rollover" curb constructed with materials and methods per Village Standard.
Salado Subdivision Ordinance	3.1 c10 (a)	Private Streets	Private Streets shall be permitted only within a subdivision satisfying each of the following criteria: (see page 51 of Subdivision Ordinance)	The Project may have private streets as determined by Sanctuary.
Salado Subdivision Ordinance	3.1 c10(h)	Private Streets	Any public water, sewer and drainage facilities, street lights, and traffic control devices, such as traffic signs, placed within the private street lot shall be designed and constructed to Village standards, and shall be accepted by and dedicated to the Village prior to filing the record plat for the subdivision. All private traffic control devices and regulatory signs shall conform to the "Texas Manual of Uniform Traffic Control Devices", as amended, and to Village standards. All Village regulations relating to infrastructure financing, Sanctuary cost participation, and capital cost recovery shall apply to developments with private streets, with the exception of those applying to street construction.	All traffic control devices and regulatory signs shall conform to the "Texas Manual of Uniform Traffic Control Devices" however, the Sanctuary may place such control devices and regulatory signs in custom fixtures or equipment provided the Sanctuary pays for the cost of installing and maintaining such custom fixtures.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	3.1 c10(h)	Private Streets	The metering for utilities such as water, gas and electricity shall be located on the individual lots to be served, not grouped together in a centralized location(s), such as "gang-box" style metering stations, which shall not be permitted.	The Sanctuary may create a centralized location for utility meters in commercial areas and high density residential areas.
Salado Subdivision Ordinance	3.1 c4(b)	Adequacy of Roads and Access	Each residential lot in the subdivision shall have a minimum frontage on a dedicated public street as required by applicable zoning or thirty-five feet (35'), whichever is greater, unless other provisions have been authorized through planned development approval. Each non-residential lot shall have a minimum frontage on a dedicated public street as required by applicable zoning or fifty feet (50'), whichever is greater, unless other provisions have been authorized through planned development approval.	The minimum residential lot shall be 24' wide x 125' deep. There is no minimum lot size for a commercial lot.
Salado Subdivision Ordinance	3.1 e	Traffic Impact Analysis	Any proposed development project or plat involving a significant change to a proposed roadway alignment from that shown on the Village of Salado's Transportation Plan (or involving a development of two hundred [200] or more dwelling units, or for developments generating two thousand [2,000] or more "one-way" trips per day) shall be preceded by submission, Village staff and Planning and Zoning Commission review, and Board of Aldermen approval of a traffic impact analysis as specified in Subsection (f) below.	The Conceptual Master Plan indicates the street layout and design satisfactory and acceptable to the Village; specifically the intersections and the vehicular connections at Main Street, College Hill Drive, FM 2268, Salado Oaks Drive, and Royal Street. The Project can contain one-way streets. The Sanctuary is not required to submit a Traffic Analysis or compliance with the Transportation Plan provided Sanctuary does not exceed the total land uses pursuant to Article IV (Development Matters) of the Master Development Agreement.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	3.1 p & TCSS Pg 1-4 (E1,2)	Cul-de-sac criteria	A cul-de-sac street shall not be longer than six hundred feet (600'), and at the closed end shall have a turnaround bulb with an outside pavement diameter of at least eighty feet (80') and a right-of-way diameter of at least one hundred feet (100'). The length of a cul-de-sac shall be measured from the centerline of the intersecting street to the centerline of the cul-de-sac bulb.	There is no minimum or maximum length for a cul-de-sac street.
Salado Subdivision Ordinance	3.1 u bold	Points of Access	Residential driveway cuts shall not be allowed on roadways that are larger than a residential collector street (60-foot right-of-way) unless specifically approved by the Board of Alderman with the construction plat application	The Sanctuary may authorize driveway cuts on any street provided there is a concrete or brick paver or poured concrete apron that is at least 4 inches thick and on compacted base.
Salado Subdivision Ordinance	Section 3.1 (Page 61)	Dead end criteria	No dead ends allowed unless they will connect to future streets. If that is the case then no more than 1 lot per side can front onto the street stub unless a temporary turnaround bulb is provided. Max length is 600' and outside diameter needs to be at least 80' with a ROW of 100'	Maximum dead-end street length shall conform to the 800 feet maximum currently allowed; All dead-end streets shall have turnarounds with a minimum outside curb to curb dimension of 80 feet and a rectangular as long as they meet the same turning radii requirements; Landscape islands, or medians, shall be allowed in turnarounds.
Salado Subdivision Ordinance & Salado TCSS	Subdivision Ordinance, Section 3.1 (pg. 60), TCSS 1-4 D	Rights of way (ROW), Intersection spacing and design	Intersecting, undivided streets must have centerline offsets of at least 150'. A street intersection with a major thoroughfare will be at a 90 degree angle and tangent to the intersecting street for at least 100'. No major street shall intersect another major street at an angle of less than 60 degrees. No minor street shall intersect a major street at less than 45 degrees. No local residential street shall intersect any other street at less than 60 degrees	Shall meet Village standards for distance between intersections of 150 feet centerline to centerline; Shall meet Village standards for layout for 90 degrees or will not exceed a 60 degree angle at its intersection point; Landscape islands, or medians, will be allowed at intersections for traffic calming and adding aesthetics.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	Section 3.2 (pg. 62-63)	Alleys	Service alleys in non residential districts shall have a minimum ROW width of 30' and a pavement width of 24'. In residential districts alleys shall be parallel to the frontage of the street and have a minimum ROW width of 20' and 12' of pavement. Dead-end/hammerhead alleys are not allowed. Maximum length is 1,600'. Alley intersections shall be perpendicular and 3-way wherever possible.	Commercial alleys shall have a 30 foot Right-of Way (ROW) with a 22 foot minimum paved lane; Residential alleys shall have a 20 foot ROW width with 12 foot paving lane.
Salado Subdivision Ordinance	3.2 c(4)	Alleys	Alleys may not exceed a maximum length of one thousand six hundred feet (1,600'), as measured along the centerline of the alley and between intersections with other alleys or entrances onto streets (at the right-of-way line of the street at the alley entrance).	There is no minimum or maximum length for an alley street.
Salado Subdivision Ordinance	3.3 a	Easements	The minimum width for Village utility easements shall be twenty feet (20') or as otherwise required by the Village's Engineer.	The minimum width of a utility easement is twenty feet (20'); however the Sanctuary may increase the width as required for multiple lines in a trench or increase depth.
Salado Subdivision Ordinance	3.3 a	Sidewalks	Pedestrian concrete walkways (sidewalks) not less than four feet (4') wide shall be required within a residential subdivision on both sides of Type 1, 2 and 3 streets, in accordance with the Thoroughfare Plan and sidewalks not less than five feet (5') wide shall be provided within all nonresidential developments and along all perimeter arterials, as set forth in the Village of Salado's TCSS and in applicable state standards.	When adjacent or proximate to a ROW, sidewalks shall be 4' minimum width for residential, 5' minimum width for commercial areas where there is retail, restaurants, or entertainment, otherwise 4' minimum width unless site conditions otherwise prohibit.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	3.3 e	Easements	For new development, all necessary on-site easements shall be established on the subdivision plat and not by separate instrument, and they shall be labeled for the specific purpose, and to the specific entity if other than the Village, for which they are being provided.	The Sanctuary is required to provide easements to the Village for services it provides to the Project but shall not be required to provide easements to the public for access to the Projects parks, open spaces, trails or amenities.
Salado Subdivision Ordinance	3.3	Easements	No Standard Provided	The Sanctuary may place walking trails , bicycle paths, gold carts paths or other such pedestrian pathways over easements provided the property owners association or other similar entity is responsible for its maintenance and repair.
Salado Subdivision Ordinance	3.4	Blocks	The length, width, and shapes of blocks shall be determined with due regard to: (See page 63 of Salado Subdivision ordinance)	The blocks shown on the Preliminary Site Plan are acceptable and there is no minimum or maximum length to the block.
Salado Subdivision Ordinance	3.4 b	Blocks	Where no existing subdivision or topographical constraints control, the block lengths shall not exceed one thousand two hundred feet (1,200') in length. Where no existing subdivision or topographical constraints control, the blocks shall not be less than four hundred feet (400') in length;	Maximum block length shall comply with the 1200 foot maximum length except along property boundaries that limit access or have a continuous pattern of development existing. Where this occurs, block lengths shall match the existing condition of adjacent properties.
Salado Subdivision Ordinance	3.4 b	Blocks	Where no existing subdivision or topographical constraints control, the block lengths shall not exceed one thousand two hundred feet (1,200') in length. Where no existing subdivision or topographical constraints control, the blocks shall not be less than four hundred feet (400') in length;	Blocks sizes shall average 250 feet x 500 feet; minimum block dimension shall be 180 feet x 300'; property line to property line; Blocks with irregular shapes (non-rectangular) shall be assessed for compliance by total square footage of the block based on the above minimum dimensions.
Salado Subdivision Ordinance	3.6 b	Lots	In all cases, lots shall have a minimum of thirty-five feet (35') of frontage along a dedicated, improved street.	The minimum residential lot size is 24' wide by 125' deep. There is no minimum lot size for commercial lots.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	3.6 d	Lots	Side lot lines shall be at ninety degree (90°) angles or radial to street right-of-way lines to the greatest extent possible. The Village reserves the right to disapprove any lot which, in its sole opinion, is shaped or oriented in such a fashion as to be unsuitable or undesirable for the purpose intended, or which is not attractively or appropriately oriented toward its street frontage.	The configuration and orientation of the residential lots shown on the Conceptual Master Site Plan are acceptable to the Village.
Salado Subdivision Ordinance	3.7 a	Building Lines	Front, rear, side and street side building lines shall be shown on a concept plan and on any type of plat for all lots, and shall be consistent with the Zoning Ordinance requirements for the district in which the development is located (if subject to the Village's zoning regulations) and with any other applicable Village ordinance, respectively.	Building lines shall be shown on the Construction Plat pursuant to the Sanctuary Zoning Ordinance made part of this Exhibit C.
Salado Subdivision Ordinance	4.2 a	Protection of Drainage and Creek Areas	All creeks and drainage areas shall be preserved and protected in their natural condition wherever possible, unless significant storm drainage improvements are required by the Village in these areas. All development adjacent to creeks and drainage areas shall be in accordance with the Village's TCSS Manual, and with any other Village policies or ordinances related to aesthetics or public access or enjoyment of creeks and waterways.	The Sanctuary reserves the right to maintain the vegetation within drainage areas, place walking trails and paths, or other open space provided the Sanctuary is in compliance with the applicable State statutes and Federal laws.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	4.3	Property Owners or Homeowners Associations	The Sanctuary will submit the articles of incorporation, association by-laws and the Covenants, Codes and Restrictions (CCR's) for Village approval. The Village shall not unreasonable withhold such approval.	The Sanctuary will provide a copy of the Articles of Incorporation, By-Laws, and the Covenants, Codes and Restrictions (CCR's) organizing the property owners association and establishing the architectural review board. The architectural review board shall include at least one registered architect and one registered landscape architect.
Salado Subdivision Ordinance	4.4 b	Park Land & Public Facility Dedication	Any person, firm, or corporation offering a preliminary or final plat for development of any area zoned and to be used for single-family, duplex, or multi-family residential purposes within the Village shall include on such preliminary or final plat the dedication (to the Village of Salado) of land for public park purposes, calculated at the rate of not less than one (1) acre of park land per one hundred (100) ultimate units of such residential subdivision, and the buildable area of public parks shall not be smaller than five (5) in size	The Sanctuary is exempt from the requirements of 4.4 b (Public Land Dedication)
Salado Subdivision Ordinance	5.3	Street Lights	All street lighting shall be in keeping with the "semi-rural" atmosphere of Salado, and shall be in conformance with the Village's TCSS, "dark sky" lighting ordinance (when and if enacted), and any other applicable Village codes.	The Sanctuary may install custom designed streetlight poles and fixtures and shall be "dark sky" fixtures. The minimum street light spacing shall be at each intersection with at least one street light per intersection.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance	5.4 a	Street Names and Signs	Street names must be submitted to the Village for review and approval in accordance with the Village's guidelines for the naming of streets. The Village shall forward all proposed street names to others for review, including the U.S. Postal Service, the County, and any other applicable emergency service providers. Proposed street names shall be submitted for review along with (and as a part of) the construction plat application, and shall become fixed at the time of approval of the construction plat.	Village accepts the following street names approved by Central Council of Governments: Max Barnett, Cabiness Lane, Hanks Boulevard, Big Bill's Lane, Freda's Court, Hudson Court, Maggie's Cove, Nelson's Way, JL Nutt Circle, Gene Warr, Wayne Watts, Grady Wilson, TW Wilson, Heidi Circle, Alpen, Arosa, Avonlea, Bariloche, Edinburgh, Nottingham, Rothenberg, Sandringham, Totteham, Villars, Basketflower, Black Locust, Blue Sage, Blue Salvia, Blue Waterleaf, Button Bush, Cedar Sage, Chinaberry, Columbine, Crimson Clover, Crinum Lily, Crossvine, Dayflower, Elderberry, Firewheel, Frostweed, Last Daisy, Milfoil, Milkweed, Mistflower, Passion Flower, Rain Lily, Sand Lily, Sandbells, Spider Lily Turk's Cap, White Clover, Borders, Retriever, Lover's Lane, Polo, Provincial, Sadie, Samantha, Spotted Fawn, Tartan, Heather Lane
Salado Subdivision Ordinance	5.4 b	Street Names and Signs	Surnames of people or the names of corporations or businesses shall not be used as street names, unless approved by the Board of Aldermen.	Village accepts the following street names approved by Central Council of Governments: Max Barnett, Cabiness Lane, Hanks Boulevard, Big Bill's Lane, Freda's Court, Hudson Court, Maggie's Cove, Nelson's Way, JL Nutt Circle, Gene Warr, Wayne Watts, Grady Wilson, TW Wilson, Heidi Circle
Salado Subdivision Ordinance	5.7 b(2)	Entryway Features	The entryway feature shall include low maintenance, living landscaped materials as approved by the Board of Aldermen. The	For entryway features, the Sanctuary may design and construction stone column, arches, fountains, wooden gates or other such ornamental features. The entry features may be illuminated and include lighting, subject to approval by the Sanctuary Architectural Review Board.

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado Subdivision Ordinance (Landscape)	N/A	Planting Requirements - Residential Lots	No Standard Provided	One (1) canopy or one (1) understory tree per 30 foot of lot frontage; 30% of each lot shall be planted in ground covers, grasses, perennials, or shrubs; lawn is limited to 70% of lot area.
Salado Subdivision Ordinance (Landscape)	N/A	Planting Requirements - Streets and Parking Lots	No Standard Provided	Street Trees shall be planted on streets outside the Town Center (defined as streets that do not front Commercial Lots and Apartment Lots) at 40 feet on center; No street trees are required for Commercial or Apartment Lots; One (1) canopy or one (1) understory tree per every 10 parking spaces required in parking lots
Salado TCSS	1-4 "F"	Other	All street in non-residential developments shall be 24-inch standard curb and gutter. Residential streets shall have 24-inch standard curb and gutter or mountable curb (24" is standard), or ribbon curb (no detail).	Curbing may be a flush poured concrete ribbon curb, 4" "mountable" curb, 4" "rollover" curbs per Village Standard.
Salado TCSS	Exhibit 1.1 Page 1-2	Horizontal minimum curves: 20 mph, 30 mph	Local & Neigh Col. = 200', Minor Col = 450', Major Col. = 1,000', Arterial 1,800'	Local & Neigh Col. = 200', Minor Col = 450', Major Col. = 1,000', Arterial 1,800'
Salado TCSS	Exhibit 1.1 Page 1-2	Maximum grade	5% for arterial & major col., 7% for minor col & neigh col., 10% for local street	Street grades shall not exceed 8% except where topography or other condition warrant; Limited street segments of less than 300' in length shall have street slopes up to 12% where topography and ingress and egress dictate; design speed for vertical curves shall be 25 mph for all streets other than TXDOT streets
Salado TCSS	Exhibit 1.1 Page 1-2	Minimum grade	0.75% for arterial - minor collector, 0.50% for local and neigh col.	No minimum grade stated
Salado TCSS	Exhibit 1.1 Page 1-2	Vertical minimum curves 20 mph, 30 mph	AASHTO standards, Site distance - Min design speed criteria is 40 mph for local - minor col., 50 mph major col., 60 mph arterial	Design speed for vertical curves shall be 25 mph for all streets other than TXDOT streets

Exhibit C Exceptions and Minimum Specifications to the Ordinances

Master Development Agreement between the Village of Salado and Sanctuary

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Ordinance	Location	Criteria	Standard	Sanctuary Minimum Standard or Specification
Salado TCSS	Exhibit 1.1 Page 1-2 & Page 1-4 "D"	Curb radii at intersections	Exhibit 1: arterial = 50', major col. = 30', minor col. = 20', neigh col. = 20', local street = 20'. 1-4D: All radii are measured at back of curb. Curb radii at intersections shall be min. 15' for local street and 20' for all others.	Curb radii shall be standard at 15 foot
Salado TCSS	Section 3	Typical off-street parking	24' drive lanes, 9- x 18' 90 degree parking	Any parking space may be 60 degree diagonal or 90 degree perpendicular; 18 feet deep and 9 feet wide
Salado TCSS		Impervious cover	See TCSS, Exhibit 5.5	The maximum impervious area is 85% but the overall impervious shall not exceed 60% for the Sanctuary.

EXHIBIT D

[FUTURE]

**DESIGN GUIDELINES TO BE PROVIDED TO THE VILLAGE OF SALADO PRIOR
TO FIRST PRELIMINARY PLAT**

EXHIBIT E

STATE OF TEXAS

§

COUNTY OF BELL

§

§

PETITION FOR VOLUNTARY ANNEXATION

To the Mayor and Board of Aldermen of the Village of Salado:

The undersigned owner(s) of the tract of land described below (the "tract") hereby petition the Village of Salado to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the Village of Salado, the property described on **Exhibit "A"**, which is attached and incorporated herein for all purposes.

We certify and swear that the tract is:

1. one-half mile or less in width; and
2. adjacent (i.e., contiguous) to the municipal boundary; and
3. the location upon which fewer than three registered voters reside, or is vacant or without residents.

We certify and swear that this petition is signed and acknowledged by each and every person and corporation owning said tract or having an interest in any part thereof.

Name

Date

Name

Date

This instrument was acknowledged before me by _____
_____ on this the ___ day of _____,
2014.

Notary Public, State of Texas

My commission expires: _____

Exhibit “A” to the Petition for Voluntary Annexation

Property Description

Attached is a metes and bounds description of the tract of land to be annexed, and a map or drawing, and when possible a survey, plat number, and street address

[TO BE PROVIDED]

EXHIBIT F

EXHIBIT F LAND USE CHART

Permitted Uses	Residential Uses						Non-Residential Uses						
AGRICULTURE	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Bulk Grain and/or Feed Storage	P											P	P
Farms, General (Crops) Q	P	P	C	C	C	C	C	C	C	C	C	C	C
Farms, General (Livestock/Ranch) Q	P	C	C	C	C	C	C	C	C	C	C	C	C
Greenhouse (Non-Retail/Hobby)	P	P	P					P	P	P	P	P	P
Livestock Sales	P												P
Orchard/Crop Propagation	P	P	C	C	C	C	C	C	C	C	C	C	C
Plant Nursery (Grown for Commercial Purposes)	P							P	P	P	P	P	P
Stable, Commercial Q	P	C										P	P
Stables (Private, Accessory Use) Q	P	C	C										
Stables (Private, Principal Use) Q	P	C											
Permitted Uses	Residential Uses						Non-Residential Uses						
RESIDENTIAL	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Accessory Building/Structure (Residential) Q	P	P	P	P	P	P		P	P	P	P	P	P
Accessory Building/Structure (Non-Residential) Q							P	P	P	P	P	P	P
Accessory Dwelling	P	P	P					P	P				
Caretaker's/Guard's Residence Q	P	P	P	P	P	P		C	C	C	P	C	C
Community Home Q	P	P	P	P	P	P					P		P
Duplex / Two-Family Q {Defined under Two-Family Dwelling}				P	P	P		C	P	P	P	P	
Family Home (Adult Care in Place of Residence) Q	P	P	P	P	P	P					P		
Family Home (Child Care in Place of Residence) Q	P	P	P	P	P	P							
Four Family (Quadraplex)						P		C	P	P	P	P	P
Garage Conversion Q		P	P	P	P			C					
Home Occupation Q	P	P	P	P	P	P		C			C		
Living Quarters On-Site With A Business Q							P	P	P	P	P	P	
Multiple-Family Dwelling Q						P					C		
Private Street Subdivision	C	C	C	C	C	C					C		
Residential Loft Q							P	P	P	P	P		
Rooming/Boarding House Q {Defined Under Boarding or Rooming House}						P		C	P	P	P		
Single Family Dwelling, Detached Q	P	P	P	P	P	P	P	P	P	P	P		
HUD-Code Manufactured Home Q {Defined Under Manufactured Housing}	RD	RD	RD	RD	RD	RD					RD		RD
Single Family Industrialized Housing Q {Defined Under Manufactured Housing}	RD	RD	RD	RD	RD	RD					RD		RD
Single Family Dwelling, Attached (Townhouse) Q					P	P		C			P		
Patio Homes (Zero Lot Line Dwelling) Q				P	P			P			P		
Swimming Pool (Private) Q	P	P	P	P	P	P					P		
Three Family (Triplex)						P					P	C	C

Permitted Uses	Residential Uses						Non-Residential Uses						
	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
OFFICE													
Armed Services Recruiting Center							P	C	P	P	P	P	P
Check Cashing Service							C	C	C	C	C	C	C
Credit Agency							P	C	P	P	P	P	P
Insurance Agency Offices							P	P	P	P	P	P	P
Offices (Brokerage Services)							P	P	P	P	P	P	P
Offices (Health Services)							P	P	P	P	P	P	P
Offices (Legal Services)							P	P	P	P	P	P	P
Offices (Medical Office)							P	P	P	P	P	P	P
Offices, Professional and General Business Q							P	P	P	P	P	P	P
Offices (Parole-Probation)							P	P	P	P	P	P	P
Real Estate Offices							P	P	P	P	P	P	P
Telemarketing Center Q							C	P	P	P	P	P	P
Bank							P	P	P	P	P	P	P
Savings and Loan							P	P	P	P	P	P	P
Security Monitoring Company (No Outside Storage)							P	C	P	P	P	P	P
Permitted Uses	Residential Uses						Non-Residential Uses						
PERSONAL & BUSINESS SERVICES	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Appliance Repair								C	P	P	P	P	P
Artist Studio Q							P	P	P	P	P	P	P
Ambulance Service (Private) Q								P	P	P	P	P	P
Automobile Driving School							C		P	P	P	P	P
Automatic Teller Machines (ATM's)							P	P	P	P	P	P	P
Barber Shop (Non-College)							P	P	P	P	P	P	P
Beauty Shop (Non-College)							P	P	P	P	P	P	P
Bed & Breakfast Inn or Facility(s) Q	P						P	P	P	P	P	P	P
Communication Equipment (Installation and/or Repair – No outdoor sales or storage)									P	P	P	P	P
Computer Sales							C	P	P	P	P	P	P
Cooking School								P	P	P	P	P	P
Credit Unions							P	P	P	P	P	P	P
Dance/Drama/Music Schools (Performing Arts)							P	P	P	P	P	P	P
Extended Stay Hotels/Motels (Residence Hotels) Q							C	P	P	P	P	P	P
Exterminator Service (No outdoor sales or storage)									P	P	P	P	P
Financial Services (Advice/Invest)							P	P	P	P	P	P	P

Permitted Uses	Residential Uses						Non-Residential Uses						
	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
PERSONAL & BUSINESS SERVICES													
Funeral Home or Mortuary Q									P	P	P	P	P
Motel or Hotel Q								C	P	P	P	P	P
Martial Arts School							P	C	P	P	C	P	P
Kiosk (Providing A Service) Q							C	C	P	P	P	P	P
Laundry/Dry Cleaning (Drop Off/Pick Up) Q							C	C	P	P	P	P	P
Locksmith							C	P	P	P	P	P	P
Mini-Warehouse/Self Storage Q											P	P	P
Photo Studio							P	P	P	P	P	P	P
Photocopying/Duplicating							P	P	P	P	P	P	P
Security Quarters as Associated with a Business (Live-In)							C	C	C	C	P	C	C
Sexually Oriented Business (Refer to Ordinance #2003.09)	RD	RD	RD	RD	RD	RD					RD		RD
Skin Care Clinics								P	P	P	P	P	P
Shoe Repair							P	P	P	P	P	P	P
Studio for Radio or Television (Without Tower) Q							P	P	P	P	P	P	P
Tailor Shop							P	P	P	P	P	P	P
Tool and Machinery Rental (Indoor Storage) Q										P	P	P	P
Tool and Machinery Rental (Outdoor Storage)										P	P	P	P
Travel Agency							P	P	P	P	P	P	P
Permitted Uses	Residential Uses						Non-Residential Uses						
RETAIL	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
All Terrain Vehicle Dealer / Sales Only									P	P	P	P	P
Antique Shop Q							P	P	P	P	P	P	P
Art Dealer/Gallery Q							P	P	P	P	P	P	P
Auction Business (Indoor only) Q									P	P	P	P	P
Auto Sales (New and Used) Q									P	P	P	P	P
Auto Supply Store for New & Rebuilt Parts Q									P	P	P	P	P
Bakery or Confectionary (Retail) Q							C	P	P	P	P	P	P
Beer and Wine and Package Stores and Mixed Beverage Sales (Refer to Ordinance # 2008.09) Q								P	P	P	P	P	P
Bike Sales and/or Repair								P	P	P	P	P	P
Book Store							C	P	P	P	P	P	P
Building Material Sales Q									C	P	P	P	P
Cabinet Shop (Manufacturing)										P	P	P	P
Cafeteria							C	C	P	P	P	P	P
Consignment Shop							C	P	P	P	P	P	P

Permitted Uses	Residential Uses						Non-Residential Uses						
	A	SF-2I	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
RETAIL													
Convenience Store (With Gas Sales) Q									P	P	P	P	P
Convenience Store (Without Gas Sales) Q								C	P	P	P	P	P
Department Store								P	P	P	P	P	P
Drapery, Blind, Furniture Upholstery Shop Q								P	P	P	P	P	P
Firearms (in-store and special order)								P	P	P	P	P	P
Florist Shop Q							C	P	P	P	P	P	P
Food or Grocery Store Q								P	P	P	P	P	P
Furniture Store, New and Used (Indoor) Q								P	P	P	P	P	P
Garden Shop (Inside Storage) Q								C	C	P	P	P	P
Gravestone/Tombstone Sales									P	P	P	P	P
Artisans Shop Q								P	P	P	P	P	P
Hardware Store								P	P	P	P	P	P
Home Improvement Center								P	P	P	P	P	P
Lawnmower Sales and/or Repair									P	P	P	P	P
Major Appliance Sales (Indoor)										P	P	P	P
Market (Public)								P	P	P	P	P	P
Motorcycle Dealer (New and/or Repair)										P	P	P	P
Personal Watercraft Sales (New and/or Repair)										P	P	P	P
Needlework Shop								P	P	P	P	P	P
Pet Shop/Supplies								P	P	P	P	P	P
Package Store (Off Premises Alcohol Sales)									R	R			R
Pharmacy							C	P	P	P	P	P	P
Plant Nursery (Retail Sales Outdoors)							C	C	P	P	P	P	P
Recycling Kiosk Q							C	C	C	C	C	P	C
Restaurant (With No Drive-Through Service) Q							C	P	P	P	P	P	P
Restaurant (With Drive-In Service) Q									P	P	P	P	P
Restaurant (With Drive-Through Service) Q									P	P	P	P	P
Restaurant (Mobil Food Unit/Vendor) Q							P	P	P	P	P	P	P
Restaurant (With Music and/or Dancing)								P	P	P	P	P	P
General Retail Store Q								C	P	P	P	P	P
Security Systems Installation Company								P	P	P	P	P	P
Sporting Goods Store									P	P	P	P	P
Studio, Tattoo or Body Piercing Q										P	P	P	P
Temporary Outdoor Retail Sales / Commercial Promotion								C	C	C	P	C	P
Upholstery Shop (Non-Auto)								P	P	P	P	P	P
Used Merchandise; Furniture								P	P	P	P	P	P
Vacuum Cleaner Sales and Repair								P	P	P	P	P	P
Veterinarian Clinic (Indoor Kennels) Q									P	P	P	P	P
Woodworking Shop (Ornamental) / Hand-Built Furniture								P	P	P	C	P	P

Permitted Uses	Residential Uses						Non-Residential Uses						
TRANSPORTATION & AUTO SERVICES	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Antique Vehicle Restoration								C	P	P	P	P	P
Auto Body Repair										P	P	P	P
Auto Financing & Leasing (Indoor) Q							C		P	P	P	P	P
Automobile Accessory Installation (Minor) Q									P	P	P	P	P
Auto Interior Shop / Upholstery									P	P	P	P	P
Auto Muffler Shop										P	P	P	P
Auto Paint Shop										P	P	P	P
Automobile Repair, Major Q										P	P	P	P
Automobile Repair, Minor Q									P	P	P	P	P
Auto Tire Repair /Sales (Indoor)									P	P	P	P	P
Auto Wrecker Service											RD	P	P
Auto Laundry or Car Wash, Unattended Q									P	P	P	P	P
Auto Laundry or Car Wash, Attended Q									P	P	P	P	P
Limousine / Taxi Service								P	P	P	P	P	P
Parking Lot Structure, Commercial (Auto) Q							C		P	P	P	P	P
Quick Lube/Oil Change/Minor Inspection									P	P	P	P	P
Tire Dealer, With or Without Open Storage Q									P	P	P	P	P
Permitted Uses	Residential Uses						Non-Residential Uses						
AMUSEMENT & RECREATION SERVICES	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Amusement Devices/Arcade (Four or More Devices) Q										C	C	P	C
Amusement Services (Indoors) Q										C	P	P	C
Amusement Services (Outdoors) Q											P	C	P
Billiard / Pool Facility (Three or More Tables)										C	C	C	
Bingo Facility									C	C	C	C	
Bowling Center										C	C	C	
Broadcast Station (with Tower)	C											C	
Country Club (Private) Q	C	P	P	P	P	P	P	C	C	C	P	C	P
Music / Dancing Facility								P	P	C	P	P	P
Day Camp for Children Q	C								C	C	C	C	C
Dinner Theatre							C	C	C	P	P	P	P
Driving Range	C												P
Earth Satellite Dish (Private, less than 3' in diameter)	P	P	P	P	P	P	P	P	P	P	P	P	P

Permitted Uses	Residential Uses						Non-Residential Uses						
AMUSEMENT & RECREATION SERVICES	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Civic/Conference Center Q	P						C	C	P	P	P	P	P
Fairgrounds/Exhibition Area Q	C												P
Golf Course (Miniature)								C	C	C	P	C	P
Golf Course (Public/Private) Q	C	C	C	C	C	C	C		C	C	C	C	C
Health Club (Physical Fitness) Q <i>{Defined under Studio, Health, Reducing or Fitness}</i>							C	C	C	P	P	P	P
Membership Sports							C	C	C	P	P	P	P
Motion Picture Theater (Indoors)								C	C	C	P	P	P
Motion Picture Studio, Commercial Film										C	P	P	P
Museum							C	P	C	P	P	P	P
Park and/or Playground (Private or Public)Q	P	P	P	P	P	P	P	P	P	P	P	P	P
Psychic Reading Services	RD	RD	RD	RD	RD	RD					RD		RD
Palm Reading Services	RD	RD	RD	RD	RD	RD					RD		RD
Rodeo Grounds	C												P
Skating Rink	C										P	C	P
Swimming Pool (Commercial) Q	P	P	P	P	P	P	P	P	P	P	P	P	P
Tennis Court (Lighted)	C	C	C	P	P	P	C	C	C	C	P	C	P
Tennis Court (Private/Not Lighted) Q	P	P	P	P	P	P	P	P	P	P	P	P	P
Theater (Non-Motion Picture)							C	P	C	C	P	P	P
Travel Trailers / R.V.'s (Short-Term Stays)	C										C	C	P
Travel Trailers / R.V.'s (Storage)		C	C						C	C	C	P	C
Video Rental / Sales								C	P	P	P	P	P
Permitted Uses	Residential Uses						Non-Residential Uses						
INSTITUTIONAL/ GOVERNMENTAL	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Antenna (Non-Commercial) Q <i>{Defined within Section 4.1.H}</i>	P	P	P	P	P	P	P	P	P	P	P	P	P
Antenna (Commercial) Q <i>{Defined within Section 4.1.H}</i>	SEE SECTION 4.1.H												
Assisted Living Facility Q						C		C	C	C	C	P	C
Broadcast Towers (Commercial)	SEE SECTION 4.1.H												
Wireless Communications Tower Q <i>{Defined within Section 4.1.H}</i>	SEE SECTION 4.1.H												
Cemetery and/or Mausoleum Q	C	C	C	C	C	C	C	C	C	C	C	C	C
Child Day Care (Business) Q							C	C	C	P	C	P	P
Church/Place of Worship Q	P	P	P	P	P	P	P	P	P	P	P	P	P
Civic Club							P	P	P	P	P	P	P
Medical Clinic or Office Q <i>{Defined under Medical Facilities}</i>							P	P	P	P	P	P	P
Community Center (Municipal) Q	P	P	P	P	P	P	P	P	P	P	P	P	P
Electrical Generating Plant													C

Permitted Uses	Residential Uses						Non-Residential Uses						
	A	SF-21	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
INSTITUTIONAL/ GOVERNMENTAL													
Electrical Substation Q													C
Electrical Transmission Line							C		C	C	C	C	C
Emergency Care Clinic							P		P	P	P	P	P
Fire Station Q	P	P	P	P	P	P	P	P	P	P	P	P	P
Franchised Private Utility (Not Listed) Q	P	P	P	P	P	P	P	P	P	P	P	P	P
Fraternal Organization, Lodge, or Union Q							P	C	C	P		P	P
Gas Transmission Line (Regulating Station)	C	C	C	C	C	C	C	C	C	C	C	C	C
Governmental Building (Municipal, State or Federal)			P	P	P	P	P	P	P	P	P	P	P
Group Day Care Home Q						P		C	C			P	P
Heliport Q												C	C
Helistop Q											C	C	C
Hospice (Administration/Business Office)							P			C	C	P	P
Hospital (Acute Care/Chronic Care) Q							C			C		P	P
Library (Public)	P	P	P	P	P	P	P	P	P	P	P	P	P
Mailing Service (Private)							P	P	P	P	P	P	P
Maternity Homes						C							P
Non-Profit Activities by Church	P	P	P	P	P	P	P	P	P	P	P	P	P
Nursing/Convalescent Home Q							C	C	C	P	P		P
Orphanage						C							
Philanthropic Organization							C	C	C	C		P	
Telephone and Exchange, Switching/Relay or Transmitting Station Q							C			C	C	P	P
Post Office (Governmental)	P	P	P	P	P	P	P	P	P	P	P	P	P
Radio, Television or Microwave Tower Q <i>(Defined within Section 4.1.H)</i>										C	C	C	C
Rectory/Parsonage	P	P	P	P	P	P	P	P	P	P	P	P	P
Home for the Aged, Residence Q						P		C	C	P	P		P
School, K through 12 (Private)	P	P	P	P	P	P	P	P	P	P	P	P	P
School, K through 12 (Public)	P	P	P	P	P	P	P	P	P	P	P	P	P
School, Business/Commercial Trade Q							C	C	C	P		P	P
Sewage Pumping Station	C	C	C	C	C	C	C	C	C	C	C	C	C
Utility Distribution/Transmission Lines Q	P	P	P	P	P	P	C	C	C	C	C	C	C
Wastewater Treatment Plant (Public)	C	C	C	C	C	C	C		C	C	C	C	C
Water Supply Facility (Private)	P	P	P	P	P	P	C		C	C	C	C	C
Water Supply Facility (Elevated Water Storage)	C	C	C	C	C	C	C		C	C	C	C	C
Water Treatment Plant (Public)	P	P	P	P	P	P	C		C	C	C	C	C

Permitted Uses	Residential Uses						Non-Residential Uses						
COMMERCIAL & WHOLESALE TRADE	A	SF-2I	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Book Binding								C	C	C			P
Feed & Grain Store	C								C	C			P
Furniture Manufacture										C		C	C
Heating & Air-Conditioning Sales/Services										C			P
Package Store (Off Premise Alcoholic Beverage Sales)									R	R			R
Pawn Shop Q													P
Propane Sales (Retail) Q												C	P
Taxidermist	C											C	P
Transfer Station (Refuse/Pick-up)												C	C
Veterinarian (Outdoor Kennels or Pens)	C											C	C
Warehouse/Office												C	C
Welding Shop												C	P
Permitted Uses	Residential Uses						Non-Residential Uses						
LIGHT MANUFACTURING	A	SF-2I	SF-7	SF-PH	SFA	MF-1	O	HD	LR	RR	MU	BP	C
Contractor's Office/Sales, No Outside Storage including Vehicles												C	P
Contractor's Temporary On-Site Construction Office	C	C	C	C	C	C	C	C	C	C		C	P
Electronic Assembly												C	
Engine Repair/Motor Manufacturing Re-Manufacturing and/or Repair												C	
Laboratory Equipment Manufacturing Q												C	
Machine Shop												C	
Maintenance & Repair service for Buildings												C	
Open Storage/Outside Storage Q	C									C	C	C	C
Plumbing Shop												C	
Research Lab (Non-Hazardous)												C	
Sand/Gravel/Stone Sales (Storage) Q	C											C	
Sign Manufacturing												C	
Stone/Clay/Glass Manufacturing												C	

EXHIBIT G

DENSITY UNITS TABLE			
Use	Quantity	Unit of Measure	DU
Commercial-Entertainment	2,000	Square Feet	1.00
Commercial-Hotel	0.50	Rooms (Keys)	1.00
Commercial-Office	1,750	Square Feet	1.00
Commercial-Mixed Use Building	1,600	Square Feet	1.00
Commercial-Recreational Facilities & Community Hall	700	Square Feet	1.00
Commercial-Restaurant	500	Square Feet	1.00
Commercial-Retail	6,000	Square Feet	1.00
Commercial-Retailers/Groceries over 40,000 sf	>40,000	Square Feet	30.00
Parks, Pavillions, Shelters	1	Parcel	1.00
Residential-Multi-Family	1	Unit	0.75
Residential-Single Family	1	Unit	1.00

EXHIBIT H

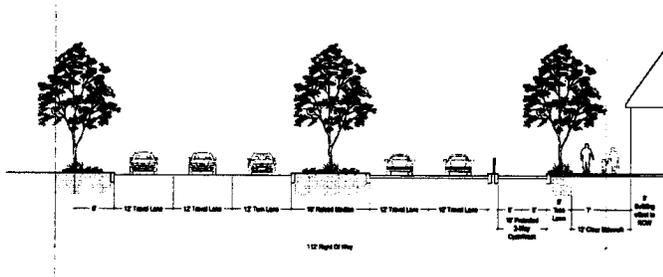
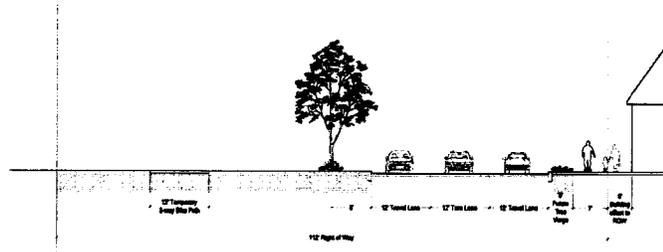
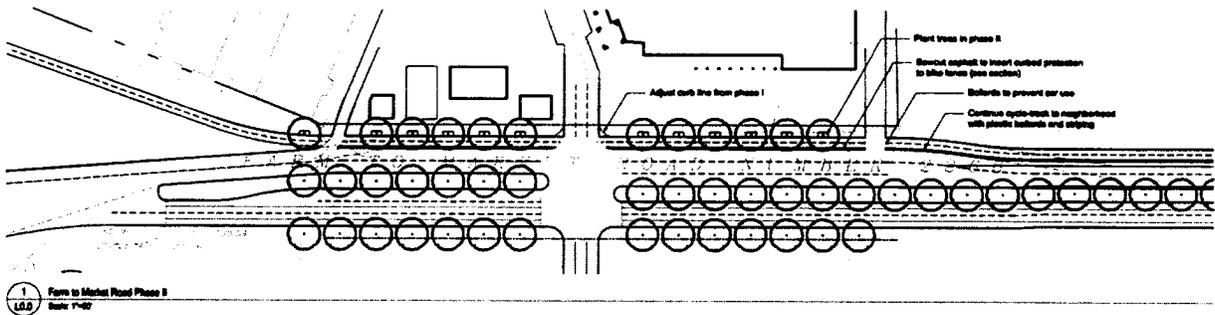
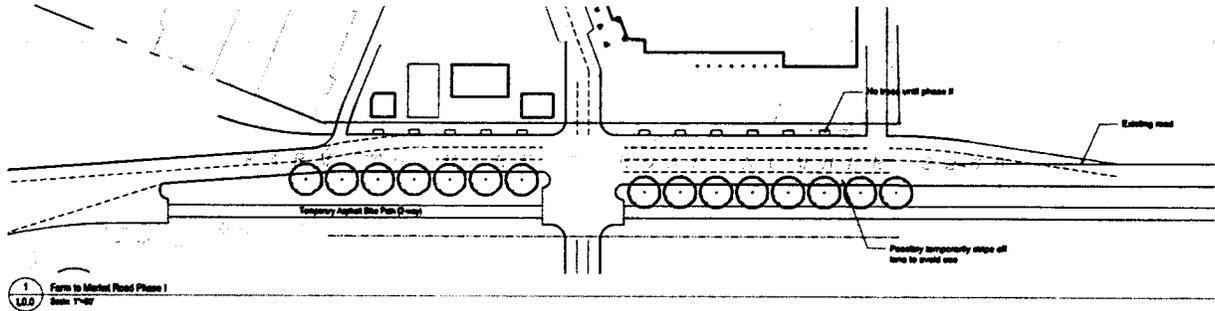


EXHIBIT I

[TO BE PROVIDED]