



AGENDA
PLANNING AND ZONING COMMISSION CALLED MEETING
COUNCIL CHAMBERS
5803 THUNDERBIRD STREET
JANUARY 22, 2026 AT 4:00 PM

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/361413933>

You can also dial in using your phone.

Access Code: 361-413-933

United States: +1 (872) 240-3311

I. CALL TO ORDER, CALL OF ROLL

Lynda Aird, Chairperson

Ann Cleator

Gene Harris, Vice-Chairperson

Jeff Hewgley

Enrique Lopez

Dave Steward

Nelson Minyard

Paul Prince - Council Liaison

Staff Liaison - Jordan Strohmeyer

II. CITIZEN COMMENTS

In accordance with the Open Meetings Act, the Commission is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Chair prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below.

[Citizen Participation Registration Form](#)

III. STAFF AND COUNCIL LIAISON REPORTS

1. Routine Reports from City staff.

2. Routine Reports from City Council Liaison.

IV. CONSENT AGENDA

All matters listed in the Consent Agenda are to be considered routine by the Commission and will be enacted by one motion without discussion. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

V. ACTION ITEMS

1. Discussion and Consideration of the Preliminary Plat for the Turnback Ranch Subdivision under application 23-2725-PR-PLA as submitted by the owner TURNBACK DEVELOPMENT, LLC.
2. Discussion and Possible action regarding setting a new time for regularly called meetings.

IV. WORKSHOP

1. Discussion and Clarification on the Future Land Use Map Land Use Categories.
2. Discussion regarding the proposed outline for the updated Comprehensive Plan.

VI. ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.041 located at all times in City Hall in said City by 5:00 pm on the 14th day of January 2026.

Robin Smith, City Secretary

THE CITY OF LAGO VISTA IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST.

IN ADDITION TO ANY EXECUTIVE SESSION ALREADY LISTED ABOVE, THE PLANNING AND ZONING COMMISSION RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE FOR THE FOLLOWING PURPOSES: §551.071: CONSULTATION WITH ATTORNEY; §551.072: DELIBERATIONS REGARDING REAL PROPERTY; §551.073: DELIBERATIONS REGARDING GIFTS AND DONATIONS; §551.074: PERSONNEL MATTERS; §551.076: DELIBERATIONS REGARDING SECURITY DEVICES; §551.087: DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.



Item Cover Page

PLANNING & ZONING COMMISSION CALLED MEETING AGENDA ITEM REPORT

DATE: January 22, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Discussion and Consideration of the Preliminary Plat for the Turnback Ranch Subdivision under application 23-2725-PR-PLA as submitted by the owner TURNBACK DEVELOPMENT, LLC.

RECOMMENDATION: Freese and Nichols has completed the review and found all comments have been addressed.
Approved based on conformance with the Code of Ordinances.

ATTACHMENTS:

[23-2725-PR-PLA-2025.11.11_TBR_Preliminary_Plat.pdf](#)

[23-2725-turnback ranch_owner signed application.pdf](#)

[2023124190 Turnback Ranch Development Agreement.pdf](#)

MATCHLINE TO PLAN 2

MATCHLINE TO PLAN 4

DATE: November 4, 2025	DRAWN BY: RP
SCALE:	CHECKED BY: MK
JOB No: 070474-01-001	DESIGNED BY: RP
REVISIONS	
REVISION	DESCRIPTION
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RP	
MK	
RP	
S	
RIPTION	DATE



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TBPE Firm Registration No. F-14309

807 LAS CIMAS BLVD,
Bldg 2, Suite 350
Austin, Texas 78746

Phone: (512) 327-1180
Fax: (512) 327-4062
www.bowmanconsulting.com

Bowman

TBPE Firm Registration No. F-14309

PRELIMINARY PLAT 1 OF 6

TURNBACK RANCH PRELIMINARY PLAT LAGO VISTA, TEXAS

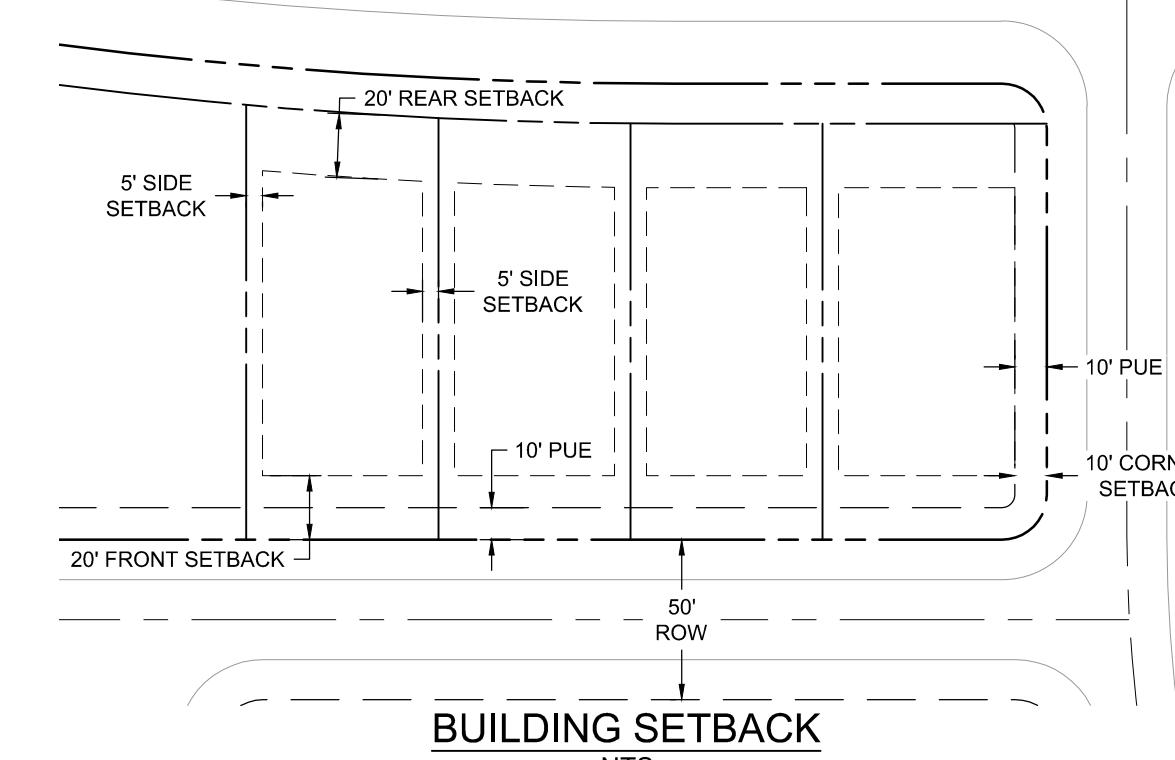
SHEET 2 OF 8

PHASE SUMMARY		PHASE SUMMARY	
PHASE 1		PHASE 3	
BLOCK A	SF LOTS 1-8	BLOCK S	SF LOTS 1-19
BLOCK C	SF LOTS 1-14	BLOCK T	SF LOTS 1-7
BLOCK D	SF LOTS 1-22	BLOCK U	SF LOTS 1-9
BLOCK E	SF LOTS 3-32	BLOCK V	SF LOTS 1-3
BLOCK G	SF LOTS 1-21	BLOCK A	SF LOTS 9-22
BLOCK J	SF LOTS 1-13	BLOCK I	SF LOTS 1-11
BLOCK K	SF LOTS 1-19	BLOCK B	SF LOTS 1-16
BLOCK L	SF LOTS 1-13	UNIT TOTAL:	79
UNIT TOTAL:	140	LOT 102	OPEN SPACE
BLOCK J	LOT 14 HOA/AMENITY	LOT 113	OPEN SPACE
LOT 105	PUBLIC PARK	LOT 114	OPEN SPACE
LOT 112	PUBLIC PARK	LOT 115	WATER QUALITY POND PD2
LOT 117	WATER QUALITY POND PC3	LOT 118	OPEN SPACE
LOT 120	WATER QUALITY POND PF1	LOT 119	OPEN SPACE
LOT 121	OPEN SPACE	LOT 123	OPEN SPACE

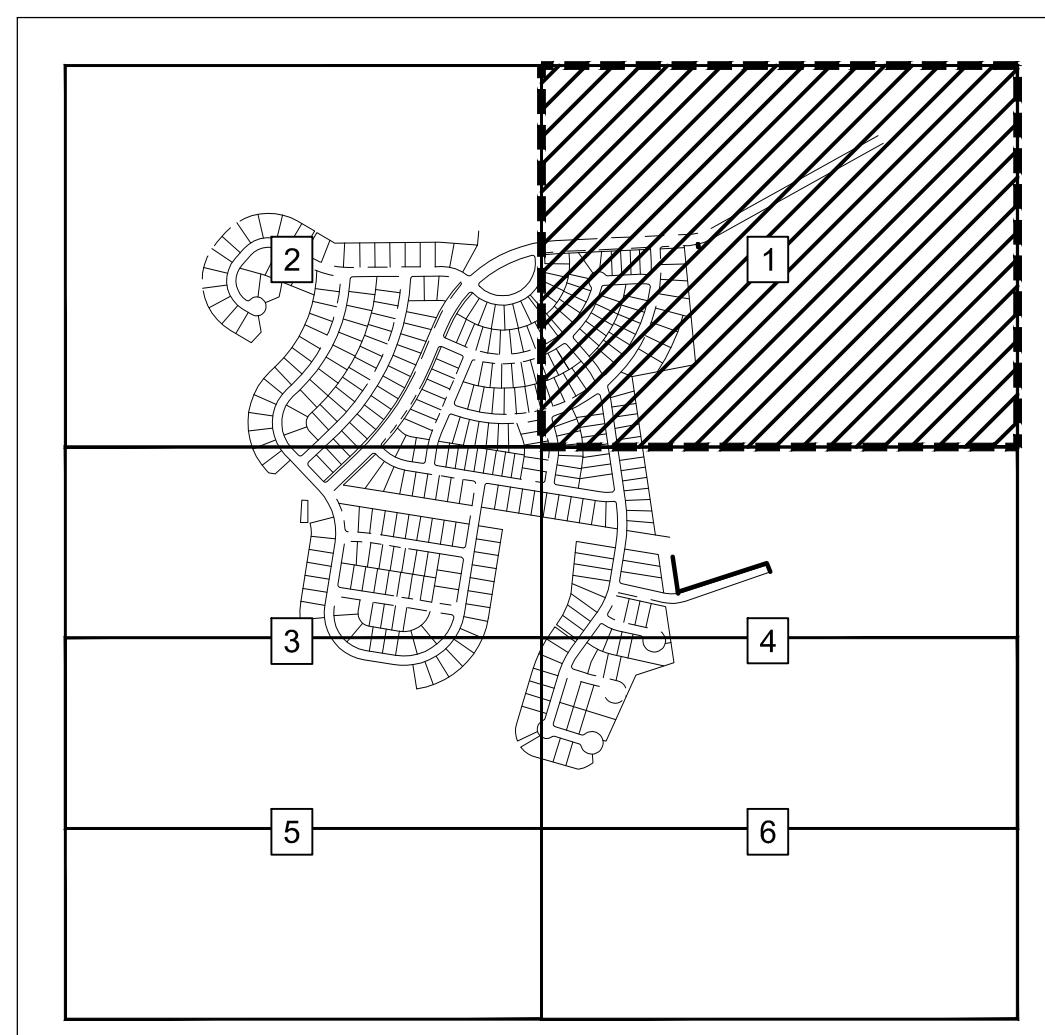
LOT 128	OPEN SPACE	PHASE 4	
		MAJOR IMPROVEMENTS	
PHASE 2			
BLOCK 0	SF LOTS 1-22	LOT 100	OPEN SPACE
BLOCK N	SF LOTS 1-21	LOT 101	OPEN SPACE
BLOCK P	SF LOTS 1-27	LOT 103	OPEN SPACE
BLOCK Q	SF LOTS 1-20	LOT 104	OPEN SPACE
BLOCK F	SF LOTS 1-10	LOT 107	OPEN SPACE
BLOCK H	SF LOTS 1-19	LOT 110	OPEN SPACE
BLOCK M	SF LOTS 1-7	LOT 111	OPEN SPACE
BLOCK E	SF LOTS 1-2, 33-34	LOT 116	WATER QUALITY POND PB1
UNIT TOTAL:	130	LOT 129	OPEN SPACE
LOT 106	OPEN SPACE		
LOT 108	OPEN SPACE		
LOT 109	OPEN SPACE		
LOT 122	WATER QUALITY POND PA2		
LOT 124	OPEN SPACE		
LOT 125	OPEN SPACE		

TRACT SUMMARY	
TRACT A:	
BLOCK A	SF LOTS 1-22
BLOCK B	SF LOTS 1-16
BLOCK C	SF LOTS 1-14
BLOCK D	SF LOTS 1-22
BLOCK E	SF LOTS 1-34
BLOCK F	SF LOTS 1-10
BLOCK G	SF LOTS 1-21
BLOCK H	SF LOTS 1-19
BLOCK I	SF LOTS 1-11
BLOCK J	SF LOTS 1-14
BLOCK K	SF LOTS 1-19
BLOCK L	SF LOTS 1-13
BLOCK M	SF LOTS 1-7
BLOCK N	SF LOTS 1-21
BLOCK O	SF LOTS 1-22
BLOCK P	SF LOTS 1-27
BLOCK Q	SF LOTS 1-20
UNIT TOTAL:	311
LOT 100	OPEN SPACE
LOT 101	OPEN SPACE
LOT 103	OPEN SPACE
LOT 104	OPEN SPACE
LOT 105	PUBLIC PARK
LOT 106	OPEN SPACE
LOT 107	OPEN SPACE
LOT 108	OPEN SPACE
LOT 109	OPEN SPACE
LOT 111	OPEN SPACE
LOT 116	WATER QUALITY POND PB1
LOT 118	OPEN SPACE
LOT 119	OPEN SPACE
LOT 120	WATER QUALITY POND PF1
LOT 121	OPEN SPACE

TRACT A CONTINUED	
LOT 122	WATER QUALITY POND PA2
LOT 124	OPEN SPACE
LOT 125	OPEN SPACE
LOT 126	OPEN SPACE
LOT 127	OPEN SPACE
LOT 128	OPEN SPACE
LOT 129	OPEN SPACE
TRACT SUMMARY	
TRACT B:	
BLOCK S	SF LOTS 1-19
BLOCK T	SF LOTS 1-7
BLOCK U	SF LOTS 1-9
BLOCK V	SF LOTS 1-3
UNIT TOTAL:	38
LOT 102	OPEN SPACE
LOT 113	OPEN SPACE
LOT 114	OPEN SPACE
LOT 115	WATER QUALITY POND PD2
LOT 123	OPEN SPACE
TRACT C:	
LOT 110	OPEN SPACE
LOT 112	PUBLIC PARK
LOT 117	WATER QUALITY POND PC3



NIS



KEY MAP



MATCHLINE TO PLAN

PHASING LEGEND

The diagram illustrates a four-phase process: Phase 1 (green), Phase 2 (blue), Phase 3 (red), and Major Improvement (magenta).

DATE: November 4, 2025	DRAWN BY: RP
SCALE:	CHECKED BY: MK
JOB No: 070474-01-001	DESIGNED BY: RP
REVISIONS	
REVISION	DESCRIPTION
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Bowman

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IBPE Firm Registration No. F-14309

907-LAC-SIMAC-BLVD. Bl. 1 (FAC) 907-1100

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Bldg 2, Suite 350

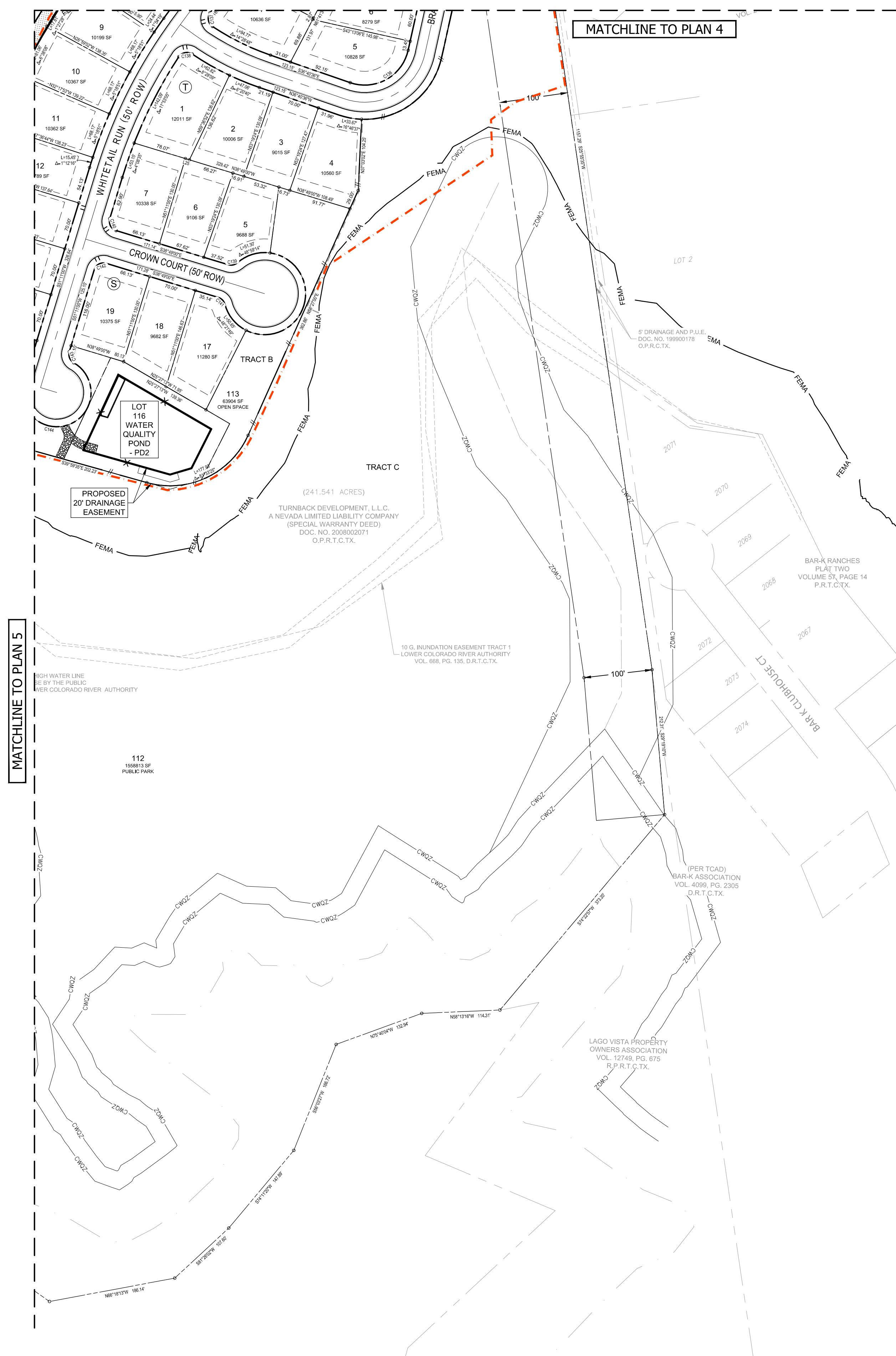
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Austin, Texas 78746 www.bowmanconsulting.com

PRELIMINARY PLAT 3 OF 6

TURNBACK RANCH PRELIMINARY PLAT LAGO VISTA, TEXAS

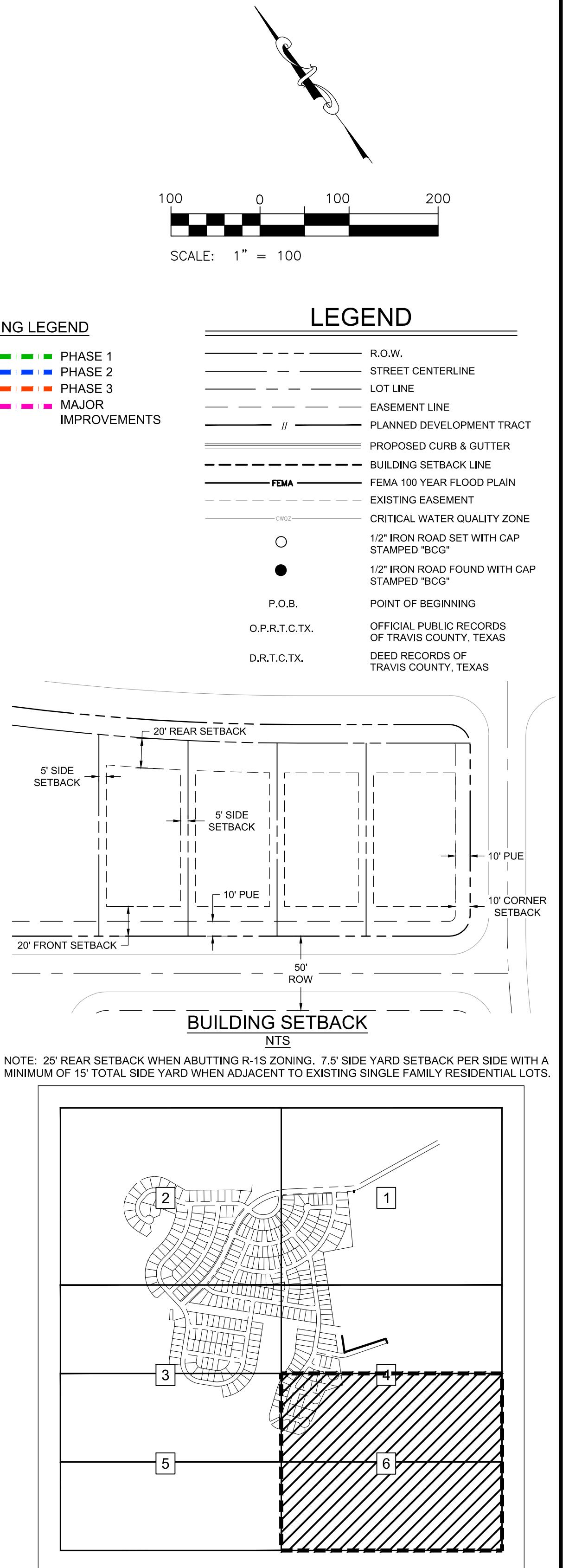
SHEET 4 OF 8



DATE: November 4, 2025	DRAWN BY: RP	
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PRELIMINARY PLAT 6 OF 6

**TURNBACK RANCH
PRELIMINARY PLAT
LAGO VISTA, TEXAS**

SHEET 7 OF 8

Line Table		
Line #	DISTANCE	BEARING
L1	13.362	N52° 25' 12.86"W
L2	9.576	N88° 45' 08.78"E
L3	22.081	N24° 48' 26.14"W
L4	54.670	S52° 01' 43.79"W
L5	687.873	N28° 39' 07.93"E
L6	120.456	S25° 55' 21.94"W
L7	9.912	S66° 37' 20.31"E
L8	50.050	S25° 55' 54.69"W
L9	5.330	N88° 45' 08.78"E
L10	4.559	S35° 59' 04.55"E
L11	10.000	S25° 20' 20.94"E
L12	82.112	S25° 20' 20.94"E
L13	680.592	S58° 24' 43.91"E
L14	680.592	S58° 24' 43.91"E
L15	59.258	S26° 45' 13.67"W
L16	63.596	S61° 38' 13.78"E
L17	59.254	S70° 03' 47.08"E
L18	56.432	N65° 40' 09.36"E
L19	89.965	N33° 45' 26.26"E
L20	29.986	S02° 44' 04.98"E
L21	680.592	S58° 24' 43.91"E
L22	55.900	N72° 02' 05.20"W
L23	51.820	S68° 55' 43.83"W
L24	44.030	N59° 37' 01.82"E
L25	6.210	N38° 49' 00.02"W
L26	0.955	S46° 36' 58.73"E

Curve Table			
Curve #	Δ-DELTA	Radius	Length
C1	71°34'49"	14.26'	17.81'
C2	18°25'11"	14.26'	4.58'
C3	66°22'53"	14.37'	16.65'
C4	73°23'54"	14.00'	17.93'
C5	8°35'17"	795.00'	119.16'
C6	89°44'00"	14.00'	21.93'
C7	2°56'17"	625.00'	32.05'
C8	3°03'14"	625.00'	33.31'
C9	52°27'20"	14.00'	12.82'
C10	33°37'22"	50.00'	29.34'
C11	43°14'50"	50.00'	37.74'
C12	55°28'56"	14.00'	13.56'
C13	47°23'17"	50.00'	41.35'
C14	53°49'38"	50.00'	46.97'
C15	55°26'19"	14.34'	13.87'
C16	0°56'19"	485.00'	7.95'
C17	3°36'56"	485.00'	30.61'
C18	6°09'02"	14.00'	1.50'
C19	83°50'58"	14.00'	20.49'
C20	19°09'19"	670.00'	223.99'
C21	17°15'47"	845.00'	254.60'
C22	8°04'44"	355.00'	50.06'
C23	1°37'12"	355.00'	10.04'
C24	6°27'24"	355.00'	40.00'
C25	5°29'01"	355.00'	33.98'
C26	2°35'35"	355.00'	16.07'
C27	8°04'35"	355.00'	50.04'
C28	1°16'15"	355.00'	7.87'
C29	6°48'21"	355.00'	42.17'
C30	80°45'35"	355.00'	500.38'
C31	24°35'24"	495.00'	212.44'
C32	19°10'58"	730.00'	244.41'
C33	37°35'43"	795.00'	521.65'
C34	0°55'17"	355.00'	5.71'
C35	7°09'18"	355.00'	44.33'

Curve Table			
Curve #	Δ-DELTA	Radius	Length
C36	4°47'07"	355.00'	29.65'
C37	3°17'29"	355.00'	20.39'
C38	5°59'31"	575.00'	60.13'
C39	1°14'18"	665.00'	14.37'
C40	3°35'13"	355.00'	22.22'
C41	4°29'23"	355.00'	27.82'
C42	56°18'35"	355.00'	348.89'
C43	7°13'26"	355.00'	44.76'
C44	0°57'24"	665.00'	11.10'
C45	37°14'44"	665.00'	432.29'
C46	2°47'03"	355.00'	17.25'
C47	5°51'56"	355.00'	36.34'
C48	5°50'52"	355.00'	36.23'
C49	55°13'02"	795.00'	766.16'
C50	4°37'28"	670.00'	54.08'
C51	73°59'00"	14.00'	18.08'
C52	52°30'51"	535.00'	490.35'
C53	92°29'31"	14.00'	22.60'
C54	2°58'49"	225.00'	11.70'
C55	144°23'27"	225.00'	567.02'
C56	84°27'25"	14.00'	20.64'
C57	95°59'59"	14.00'	23.46'
C58	73°14'46"	14.00'	17.90'
C59	0°05'25"	665.00'	1.05'
C60	1°08'45"	665.00'	13.30'
C61	2°12'56"	665.00'	25.71'
C62	8°04'35"	355.00'	50.04'
C63	2°19'47"	665.00'	27.04'
C64	85°53'40"	14.00'	20.99'
C65	10°16'29"	425.00'	76.21'
C66	102°38'33"	14.00'	25.08'
C67	85°57'30"	14.00'	21.00'
C68	13°49'53"	425.00'	102.60'
C69	5°09'27"	665.00'	59.86'
C70	1°55'40"	665.00'	22.38'
C71	7°09'18"	355.00'	44.33'

Curve Table			
Curve #	Δ-DELTA	Radius	Length
C72	2°00'07"	665.00'	23.23'
C73	3°23'55"	665.00'	39.45'
C74	1°15'57"	665.00'	14.69'
C75	4°08'00"	665.00'	47.97'
C76	14°16'20"	14.00'	3.49'
C77	4°39'42"	665.00'	54.11'
C78	0°12'20"	665.00'	2.39'
C79	4°27'16"	665.00'	51.70'
C80	56°53'07"	665.00'	660.23'
C81	0°56'26"	665.00'	10.92'
C82	3°43'02"	665.00'	43.14'
C83	1°40'31"	665.00'	19.44'
C84	2°58'49"	665.00'	34.59'
C85	2°24'34"	665.00'	27.96'
C86	2°14'36"	665.00'	26.04'
C87	3°08'34"	665.00'	36.48'
C88	1°30'26"	665.00'	17.49'
C89	5°07'52"	665.00'	59.55'
C90	12°24'16"	375.00'	81.19'
C91	81°03'16"	14.00'	19.81'
C92	94°59'46"	14.00'	23.21'
C93	83°50'58"	14.00'	20.49'
C94	17°55'06"	1530.00'	478.48'
C95	18°26'06"	1542.50'	496.30'
C96	7°36'59"	14.00'	1.86'
C97	19°56'01"	95.00'	33.05'
C98	33°37'37"	95.00'	55.76'
C99	13°41'36"	95.00'	22.70'
C100	38°20'22"	225.00'	150.56'
C101	90°00'00"	14.00'	21.99'
C102	13°49'53"	425.00'	102.60'
C103	90°00'00"	14.00'	21.99'
C104	85°27'31"	14.00'	20.88'
C105	31°46'48"	845.00'	468.69'

Curve Table			
Curve #	Δ-DELTA	Radius	Length
C106	87°54'01"	14.00'	21.48'
C107	24°35'24"	185.00'	79.40'
C108	24°35'24"	315.00'	135.19'
C109	90°00'00"	14.00'	21.99'



CITY OF LAGO VISTA
5803 THUNDERBIRD SUITE I03
PO BOX 4727
LAGO VISTA, TX. 78645

DEVELOPMENT SERVICES
512-267-5259
development@lagovistatexas.gov

SUBDIVISION APPLICATION

Request is for:

Amended Plat Preliminary Plat Final Plat Minor Plat Other (describe)

(Please Print)

Property owner's name: Turnback Development, LLC

Mailing address: PO BOX 1447
Number & Street Dillon CO 80435-1440
City State Zip code

Phone: (303) 346-7006 (303) 944-4957 () Fax
Day time Cell

Surveyor/Engineer: Bowman Consulting Group, Ltd. Marisa Keiser
Name of Company Contact person

Phone: (512) 672-8965 ext. 8965 () Fax
Office

Name of Proposed Project/Subdivision: Turnback Ranch Subdivision

Complete Legal Description of the Proposed Property

Tax Parcel ID #: 182307 **Subdivision:** _____

Lot Number(s): _____ **Section:** _____ **Block:** _____

Number and Street Address: _____ FM RD 1434, TEXAS 78645

Deed is recorded in Volume: 2008002071 **Page:** _____ of Travis County Records.

I authorize the following person/company to act in my behalf as my designated agent:

Name of agent/company: Bowman Consulting Group, Ltd. Marisa Keiser
Name of Company Name of Contact

Phone Numbers: 512 672-8965 8965
Day time Cell Fax

Signature of Applicant:  **Date:** 6/19/2024



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

**TURNBACK RANCH
DEVELOPMENT AGREEMENT**

Nov 01, 2023 10:03 AM Fee: \$ 186.00

2023124190

Electronically Recorded

THIS TURNBACK RANCH DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of September 21, 2023 (the “Effective Date”) by and between the **CITY OF LAGO VISTA, TEXAS**, a home rule municipality located in Travis County, Texas (the “City”) and **TURNBACK DEVELOPMENT, LLC**, a Nevada limited liability company (the “Owner”). The City and Owner are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. Owner intends to develop and improve, in one or more phases, all or a portion of that certain tract or parcel of land consisting of approximately 241.54 acres of land, more or less, all of which is located within the municipal boundaries of the City, in Travis County, Texas, as more particularly described in Exhibit “A” attached hereto (the “Property”), as a master-planned community with single family detached residential dwelling units, amenities, parks, and open space, as provided in this Agreement and as generally shown on the “Land Plan” (hereinafter defined, and as may be amended pursuant to Section 2.1) attached hereto as Exhibit “B” (the “Project”).

B. On or about June 6, 2022, the Owner submitted to the City an application to amend the planned development district zoning for the Property pursuant to Zoning Ordinance No. 07-04-05-03 (“Turnback Ranch PDD”) and such amendment received recommendation of approval, with conditions, from the City Planning and Zoning Commission on October 13, 2022 (“Turnback Ranch PDD Amendment”).

C. On or about August 2, 2022, the Owner submitted to the City the PID Petition (defined below) for the creation of Turnback Ranch Public Improvement District (“PID”) on the Property in order to construct the Authorized Improvements (defined below) to support the Project in a financially feasible manner without imposing an undue burden on the City and its residents and taxpayers outside of the Property.

D. The City, after due and careful consideration, has concluded that the development of the Property will further the growth of the City, provide recreational spaces within the City, foster increased economic activity within the City, upgrade public infrastructure, and otherwise be in the best interests of the City. This Agreement does not bind City Council to zoning changes nor the creation of a PID, nor the advisability or benefit of such zoning changes or PID creation, except that the City intends to consider such issues separately, after proper notice, hearing, and appropriate separate action.

E. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Regulations.

F. Prior to City Council’s separate consideration of the advisability and benefit to the City of the proposed Turnback Ranch PDD Amendment and PID Petition, the Parties desire to establish certain commitments to be imposed in connection with the development of the Property and to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS; INCORPORATION OF RECITALS; TERM

1.1 **Incorporation of Recitals.** The representations, covenants and recitations set forth in the above recitals (the “Recitals”) are material to this Agreement and are hereby found and agreed to be true and correct and are incorporated into and made a part hereof as though they were fully set forth in this Article.

1.2 **Definitions.** Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 7.8 hereof.

“Authorized Improvements” means the public improvements to be constructed by Owner in connection with this Agreement and potentially funded by the PID in the event the City Council approves the PID Petition. A list of public improvements for the Project and their estimated costs are attached hereto as Exhibit “C”, as may be updated by agreement between the Owner and the City. The Authorized Improvements are the anticipated public improvements for the Project but do not represent the final improvements based on engineered construction plans that may hereafter be submitted and approved by the City. Any modification to the Authorized Improvements proposed by Owner after the City’s consideration and action on the Turnback Ranch PDD Amendment, the PID Development Agreement, or in the creation of the PID and included in a PID service and assessment plan approved by the City shall be deemed an amendment to Exhibit “C” of this Agreement and shall modify the attached Authorized Improvements without any additional amendment of this Agreement being required.

“City” means the City of Lago Vista, Texas, a home rule municipality located in Travis County, Texas.

“City Regulations” means the City’s Charter, the City’s Code of Ordinances, and the other regulations, standards, codes, and ordinances that are applicable pursuant to Chapter 245 of the Texas Local Government Code and this Agreement. The Parties agree that the date of City Council approval of the Land Plan as part of the Turnback Ranch PDD Amendment shall establish the vesting date and constitute the first “permit” as that term is used in Chapter 245 of the Texas Local Government Code (“Vested Date”).

“Dark Sky Ordinance” shall mean those provisions in Ordinance No. 18-06-21-03, as amended, directly related to outdoor or exterior lighting and all future ordinances duly adopted by the City Council regulating outdoor or exterior lighting that do not impact tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, or building size and are reasonably required to obtain or maintain the City’s designation as an International Dark Sky Community.

“Effective Date” means the date on which this Agreement is entered into by both Parties, as provided above.

“Land Plan” shall mean the conceptual site plan shown on Exhibit “B” attached hereto and made a part hereof, as may be subsequently modified or amended pursuant to Section 2.1 of this Agreement.

“Owner” means Turnback Development, LLC, a Nevada limited liability company, and includes any subsequent owner of the Property, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owner under this Agreement.

“Party” or **“Parties”** means all or any of the City and the Owner, as applicable, and their respective successors and/or permitted assigns.

“PID” means the Turnback Ranch Public Improvement District for the Property which may be created by separate City Council action under authority of the PID Act pursuant to a resolution adopted by the City Council of the City.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bonds” means special assessment revenue bonds which may be authorized by the City to be issued, in one or more series, in accordance with the PID Act and the PID Development Agreement.

“PID Development Agreement” means, in accordance with the City’s Public Improvement District Policy Manual duly adopted by City Council on June 1, 2022 (“City PID Policy”), the agreement between the City and Owner to be in place before the PID is created to establish the obligations and expectations of Parties in the event the City Council approves the creation of the PID.

“PID Petition” means the petition previously submitted by Owner on or about August 2, 2022 for the establishment of the PID on the Property pursuant to the PID Act to be considered by the City Council in a separate action following proper statutory notice and public hearing.

“Project” means the single-family detached residential development planned for the Property, as generally shown on the Land Plan, known as “Turnback Ranch.” The Project is a “project” for purposes of Chapter 245 of Texas Local Government Code.

“Property” means the approximately 241.54-acre tract legally described on Exhibit “A” attached hereto and made a part hereof.

“Turnback Ranch PDD” means Ordinance No. 07-04-05-03 approved by the City Council on April 5, 2007, as may be amended from time to time.

“Turnback Ranch PDD Amendment” means the amendment referenced in the recitals above requested by the Owner to the Turnback Ranch PDD to be considered by the City Council in a separate action following proper statutory notice and public hearing.

“Term” means, subject to Section 7.3 below, this Agreement shall commence on the Effective Date and continue until the expiration of ten (10) years from the Effective Date.

ARTICLE II

CONCEPT PLAN; BENEFITS; SEQUENCE OF EVENTS; COOPERATION

2.1 **Land Plan.** The Property is proposed for development as a master-planned community with

up to 349 single-family detached dwelling units, including park areas, open space and other public and private amenities as shown in the Land Plan. Owner, or its successors and assigns, shall submit an application to subdivide and develop the Property and construct or cause to be constructed the Project, the Authorized Improvements, and other improvements provided in this Agreement, at the Owner's expense, in accordance with this Agreement (subject to PID funding and reimbursements, if any), the plans and specifications approved by the City, good engineering practices, the City Regulations, as modified by the Turnback Ranch PDD, and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Vested Date. The Land Plan illustrates the anticipated development concept for the Property and outlines the land use and thoroughfare connections but has not been engineered and does not represent the final design that may be approved in the Turnback Ranch PDD Amendment or the final platting process. Any amendment to the Land Plan approved by the City pursuant to City Regulations related to zoning or platting, including any approved amendment to the Turnback Ranch PDD or detailed site plan approved in connection therewith, shall be deemed an amendment to this Agreement and shall replace the attached Land Plan and become part of this Agreement.

2.2 General Benefits. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the water and wastewater services that will be made available to the Property; and (b) City Council's consideration of the funding and reimbursements provided for herein. The City will benefit from this Agreement, by virtue of construction of the Authorized Improvements, expansion of its public roadway network, public amenities, and extension of its water and wastewater systems and infrastructure by Owner as herein provided. The Property is located within the City's existing Water and Wastewater Certificates of Convenience and Necessity.

2.3 Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows (items (b), (c), and (d) below may occur (subject to the PID Act and applicable City Regulations) concurrently):

- (a) Approval of this Agreement by the City and the Owner;
- (b) Action by City Council on the Turnback Ranch PDD Amendment, as that request may be updated in Owner's discretion to align with the terms of this Agreement, to be reviewed and considered by City Council in City Council's discretion and in compliance with City Regulations and other applicable law;
- (c) Action by the City Council on the PID Development Agreement to be negotiated between the Parties and reviewed and considered by City Council in City Council's discretion in compliance with City Regulations, City PID Policy, PID Act, and other applicable law;
- (d) Action by the City Council on the creation of the PID as proposed by the PID Petition, as that request may be updated in Owner's discretion to align with the terms of this Agreement, to be reviewed and considered by City Council in City Council's discretion in compliance with City Regulations, City PID Policy, PID Act, and other applicable law;
- (e) Submittal and review of preliminary plats (including any phasing plan and development applications related thereto) for the entire Property followed by final plat application(s) and an associated subdivision construction agreement negotiated between the Parties to establish obligations of the Owner to construct, complete, and dedicate (as appropriate) and the timing and deadlines for construction of the critical infrastructure, as determined by the City Engineer, for the subdivision ("Subdivision Construction Agreement"); and

(f) Submittal by Owner, on behalf of the City as provided in Section 4.8(a), of an application for an initial zoning, as recommended by the Director of Development Services, of the City-Owned Parcel (as defined in Section 3.1) and such zoning request shall be reviewed and considered by Planning and Zoning Commission and City Council in its legislative discretion in compliance with City Regulations and other applicable law after and subject to proper notice and public hearings (sequencing and timing of this event may be modified based on consultation with the Director of Development Services).

2.4 Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to reasonably cooperate with each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law and the City Regulations.

ARTICLE III OBLIGATIONS AND CONDITIONS

3.1 City's Obligations. The City will reasonably cooperate with the Owner and use its best efforts, in good faith, to:

(a) Without waiving any obligations under state law or the City's ability to require infrastructure improvements, provide 349 LUEs of water and wastewater capacity to the Property at the same rates paid by other similarly situated users of such utilities within the City.

(b) Effectuate the conveyance, at fair market value as determined by an appraisal obtained in accordance with Section 4.8(a) below, of the current City-owned strip of land located west of the intersection at Dodge Trail and Bar K Ranch Road, identified as Travis County Appraisal District Property ID 181721 ("City-Owned Parcel"), to the Association, as the term is defined in Section 5.1, upon formation, to be constructed and used as a public roadway, dedicated to the City, as further provided in Section 4.8 of this Agreement.

3.2 Owner's Obligations. The Owner shall:

(a) Use its best efforts, in good faith, and subject to Force Majeure as defined in Section 7.4 of this Agreement, within three (3) years after the Effective Date of this Agreement, to obtain approval of a preliminary plat for the entire Property and submit an application for a final plat for the Property, or some portion thereof consistent with the phasing plan approved by the City pursuant to Section 4.2, to the City and timely respond to City comments, subject to the City timely commenting on such applications; and

(b) Develop the Property and construct all infrastructure required for the Project in compliance with the applicable City Regulations, subject to this Agreement and the Turnback Ranch PDD; and

(c) Pay to the City such fees and charges for, or with respect to, the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap, and use fees, with the Owner, its grantees, successors and assigns, agreeing that the City's fees and charges are currently provided for in the applicable City Regulations which may be amended

by the City from time to time; and

(d) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement; and

(e) Agree that this Agreement does not waive the requirements of any state or federal laws and regulations or applicable City Regulations, except as specifically provided herein.

3.3 Dissolution of PID. The Parties agree, with the adoption of a resolution by the City creating the PID, if any, to enter into an agreement for the dissolution of the PID (the “Dissolution Agreement”) whereby the Owner agrees that, in the event special assessments have not been levied or PID Bonds have not been issued on or before three (3) years after the effective date of the Dissolution Agreement in accordance with the agreed upon terms set forth in the Dissolution Agreement, the City may dissolve the PID.

ARTICLE IV **DEVELOPMENT OF THE PROPERTY**

4.1 Applicable Rules. Owner shall develop the Property or cause the Property to be developed in compliance with the applicable City Regulations, this Agreement, the Turnback Ranch PDD (as may be amended), the Land Plan, as it may be amended from time to time, and good engineering practices that apply to the Property and the development thereof. If there is a conflict between this Agreement and the City Regulations, this Agreement shall prevail. If there is a conflict between this Agreement and an approved amendment to the Turnback Ranch PDD after the Effective Date of this Agreement, the amendment to the Turnback Ranch PDD shall control and act as an amendment to this Agreement. Notwithstanding anything in this Agreement to the contrary, the Dark Sky Ordinance is subject to change by future City Council action, and such change shall be binding on the Owner. Owner waives its rights under Chapter 245 of the Texas Local Government Code solely related to the Dark Sky Ordinance.

4.2 Phased Development. The Owner agrees to the following provisions regarding the phased development of the Project and agrees that such phased development is subject to the deadlines and terminations established in this subsection and Section 7.3(c) of this Agreement.

(a) Owner commits to submitting and pursuing, within three (3) years of the Effective Date of this Agreement, subject to Force Majeure, (1) approval of a preliminary plat for the entire Property and a phasing plan that is designed to minimize advanced clearing of trees, complies with City Regulations, and is approved by the City Engineer and the Director of Development Services (“Phasing Plan”) and (2) submit an application for a final plat for the Property, or portion thereof in accordance with the Phasing Plan. Construction of the Dodge Trail Extension, pursuant to Section 4.8, shall be included in the first Phase (as defined below) of the Project.

(b) The Owner shall develop the subdivision and associated infrastructure for each Phase of the Project in accordance with the Phasing Plan approved by the City Engineer and the Director of Development Services. Tree removal shall comply with City Regulations and the Balcones Canyonland Conservation policies for clearing trees in identified habitat of the Golden Cheek Warbler. Tree removal will not occur on the Property until construction in the particular Phase where tree removal is proposed to occur commences.

(c) To optimize the City’s ability to plan for and appropriately assess the infrastructure requirements for the Project, the Owner agrees to limit construction of residential units and associated utility connections so that each Phase identified on the Phasing Plan (“Phase”) does not exceed

one hundred forty-four (144) living unit equivalents (“LUEs”) placed into service within any given calendar year. The Owner may revise the Phasing Plan only with the written consent of the City Engineer and the Director of Development Services and provided that, however, any such revisions shall not result in more than 144 LUEs being placed into service within any given calendar year without approval by City Council. The Owner shall ensure and cause construction of the off-site utility infrastructure, on terms reasonably acceptable to the City and in compliance with all City Regulations, that is reasonably necessary to accommodate the demand of the development in advance of LUEs placed into service in any given calendar year based on engineered and approved technical studies and designs. The SFD parcel indicated on the Land Plan shall be developed as a separate Phase after receiving approval from the City Council of a detail plan for the SFD parcel in compliance with the City Regulations.

4.3 Zoning. As of the Effective Date of this Agreement, the Property is zoned as Planned Development District (PDD) pursuant to Ordinance No. 07-04-05-03. The Owner agrees to modify the active application for the proposed Turnback Ranch PDD Amendment to reflect and conform with the terms of this Agreement for consideration by the City Council. Owner reserves its right to withdraw the Turnback Ranch PDD Amendment from City Council consideration any time prior to official City Council action. Upon adoption of the Turnback Ranch PDD Amendment that substantially complies with this Agreement, which shall serve as a full amendment and restatement of the Turnback Ranch PDD, Ordinance No. 07-04-05-03 shall no longer apply to the Property and the ordinance approved by the City Council amending Ordinance No. 07-04-05-03 shall apply to the Property and replace all references to “Turnback Ranch PDD” herein as appropriate. If there is any conflict between the Turnback Ranch PDD Amendment and the City Regulations, the Turnback Ranch PDD Amendment shall prevail.

4.4 Vested Rights. The City acknowledges that the Owner shall be deemed vested to develop the Project in accordance with this Agreement, the Turnback Ranch PDD, as may be amended, and the City Regulations in effect on the Vested Date established in the definition of “City Regulations”, above, to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code (the “Vested Rights”). The Owner’s Vested Rights shall expire on the fifth anniversary from the Vested Date if no progress has been made towards completion of the Project. “Progress toward completion of the Project” as used herein shall have the same meaning as set forth in Section 245.005(c) of the Texas Local Government Code. Upon adoption of the Turnback Ranch PDD Amendment that substantially aligns with the Land Plan, the Owner waives any vested rights to develop under Ordinance No. 07-04-05-03 and, upon execution of this Agreement, the Parties agree that this Agreement supersedes any development agreement applicable to the Property that may have been executed prior to the Effective Date of this Agreement. Additionally, Owner intentionally waives its rights under Chapter 245 of the Texas Local Government Code solely related to the Dark Sky Ordinance. Except as explicitly provided in this Agreement, the Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. .

4.5 Owner’s Rights to Continue Development. In consideration of Owner’s agreements, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting utility service extensions and/ or tap connections, subdivision plats, site development permits or other necessary approvals, within the Project except, in either case, as provided in Section 4.2 above and except for moratoria imposed pursuant to Texas Local Government Code, Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoria uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety (including but not limited to an inability to comply with capacity requirements promulgated by the TCEQ), provided that the temporary moratorium continues only during the duration of the emergency.

4.6 Buffers. The Project shall include a minimum seventy-five (75) foot wide platted buffer along any boundary line of the Property between platted residential lots within the Project and the adjacent existing platted subdivisions, including the property owned by the Lago Vista Property Owners' Association ("LVPOA"), as measured from the boundary line of the Property to the boundary of the platted residential lot within the Project, regardless of setbacks, such buffer areas are collectively referred to herein as the "Buffer Area". The Buffer Area is more particularly depicted and indicated in the Land Plan and will remain undisturbed in their current natural state with existing topography and vegetation except for any utility and roadway connections related to the Project and shown on the Land Plan. Structures, other than those appurtenant to necessary roadway and utility crossings, are prohibited within the Buffer Area. Owner agrees to revegetate and abandon any existing ranch roads within the Buffer Area, leaving only small pedestrian trails. The Owner further agrees to construct, at the Owner's sole expense, a fence or other barrier that complies with LCRA requirements along the west side of the Buffer Area that separates the LVPOA's Bar-K Park and K Oaks Clubhouse from the Public Parkland (as defined below) in the approximate location depicted in Exhibit "D".

4.7 Parks and Open Space.

(a) Total Parks and Open Space. Approximately 123 acres shall be developed as trails, parks and recreation space, amenities, and open space as more particularly depicted in the Land Plan ("Parks and Open Space"). Provided the Owner utilizes or develops such Parks and Open Space acreage substantially in accordance with the Land Plan, Developer shall be deemed to have satisfied all applicable parkland dedication, improvement requirements, or payment of fees required in lieu thereof, of any kind whatsoever, including any such requirements set forth in the City Regulations.

(b) HOA Parkland. Approximately 89 acres of the Parks and Open Space shall be designed, constructed, and designated as private parkland, open space, and amenities exclusively for the residents and homeowners within the Project ("HOA Parkland"), as indicated in the Land Plan. The HOA Parkland will be maintained and operated by the Association, as the term is defined in Section 5.1, at its sole cost and expense. The Parties acknowledge and agree that the HOA Parkland will primarily serve the park and recreation needs of such residents within the Project mitigating the demand on other City parks and satisfying the need for any additional public parkland, except as set forth below.

(c) Public Parkland.

(1) The Owner shall convey approximately 34 acres of the Parks and Open Space by special warranty deed with no possibility or right of reverter, subject to all matters of record, to the City upon City's approval and recordation of the first final plat for the Project that shall include the portion of the Property located in the southeast corner of the Property as generally indicated in the Land Plan ("Public Parkland"). From the Effective Date of this Agreement, the Owner will not dispose of any building materials, trash, toxic substances, or fill of any sort on the Public Parkland to be conveyed to the City under this paragraph. Upon dedication of the Public Parkland, the City shall assume all maintenance obligations. The Owner shall construct, at Owner's cost, a roadway to be dedicated to the public that provides appropriate and sufficient access to Public Parkland. The timing for construction of such roadway access shall be included in the Phasing Plan approved by the City Engineer and the Director of Development Services. The Owner shall transfer to the City, any licenses, easements, or other interests in real property reasonably necessary to allow public access to the Public Parkland. In the event the City develops an official design, operation, and maintenance plan for the Public Parkland, the City agrees to consider input received from the Owner, the Association, and LVPOA.

(2) In the event the City Council enters into the PID Development Agreement and approves creation of the PID, the Owner shall contribute upon issuance of the PID Bonds the amount

of one million and 00/100 dollars (\$1,000,000.00) to be used by the City, in its sole discretion, toward the design, construction, and installation of public amenities and other recreational amenities ("Parkland Contribution"). The Parkland Contribution may either be funded by the PID, to the extent allowed by the PID Act, as an Authorized Improvement or paid directly by the Owner, or its successors or assigns, upon reimbursement to the Owner from the PID Bonds for the Authorized Improvements and such Parkland Contribution shall be paid into escrow for the benefit of the City. This Agreement does not act to obligate the City in any manner to construct any improvements in any particular timeframe. In the event the City elects not to receive Parkland Contribution funds and communicates such election to the Owner in advance of the creation of the PID, such funds shall not be included as part of any Authorized Improvements.

4.8 Project Entrances.

(a) Dodge Trail Extension.

(1) Pursuant to the authority granted in Section 253.001 of the Texas Local Government Code, within sixty (60) days after delivery of a written request by the Owner to the City and upon the payment of fair market value by the Owner (as determined below), the City, acting in its proprietary capacity, agrees to convey to the Association, as a non-profit corporation, the City-Owned Parcel for the sole purpose of use as a public right of way, public utilities, public sidewalks, landscaping and fencing that provides screening and buffering of the public right of way from adjacent City residents, and any facilities related to the foregoing items, as further described below as the Dodge Trail Extension and Dodge Trail Extension Frontage Improvements (collectively, the "Public Purposes"). The Parties agree that the principal use of the City-Owned Parcel is the Public Purposes. The City shall reasonably cooperate with and provide any necessary consents to Owner in connection with any and all applications for any development and/or land use approvals that may be necessary to permit the City-Owned Parcel to be used for the Public Purposes, including without limitation applications for zoning, preliminary plan, and final plat. In consultation with the Director of Development Services, the Owner will seek a zoning district for the City-Owned Parcel appropriate for the completion of the Public Purposes. Notwithstanding the foregoing, the Owner shall not be permitted to cause final plat approval and recordation of the City-Owned Parcel to occur unless and until it has first (i) provided the written request for conveyance and the appraisal, as required herein, (ii) paid the fair market value as required hereinto, and (iii) obtained the special warranty deed from the City, so that the City-Owned Parcel will be final platted by the Association as owner. The conveyance shall specify, that if the Association fails to use the City-Owned Parcel for the Public Purposes, ownership of the City-Owned Parcel shall automatically revert to the City. The City agrees to reasonably cooperate with the Owner in all material respects (including without limitation the execution of any required authorizations, applications, or other documents) necessary to effectuate the conveyance as provided herein. Fair market value shall be based on an appraisal by a licensed appraiser chosen by the City ("City Appraiser") at the cost of the Owner. The Owner may contest such appraisal by written notice delivered to the City not later than thirty (30) days after the receipt of the appraisal performed by the City Appraiser. In the event that the Owner contests the appraisal performed by the City Appraiser, Owner shall obtain an appraisal by a licensed appraiser (the "Owner Appraiser") at its own cost and expense and deliver such appraisal to the City within sixty (60) days after Owner's receipt of the appraisal by the City Appraiser. If the appraisals by the City Appraiser and the Owner Appraiser differ by less than ten percent (10%), then the two appraisals shall be averaged and such average shall constitute the "fair market value" for purposes of this Agreement. If the appraisals by the City Appraiser and the Owner Appraiser differ by ten percent (10%) or more, then the City Appraiser and Owner Appraiser shall agree to a third appraiser who will appraise the City-Owned Parcel at the cost of the Owner, and whose appraisal shall determine fair market value for purposes of this Agreement.

(2) Within the City-Owned Parcel, the Owner shall design and construct, at the Owner's sole expense, a fifty (50) foot wide extension of Dodge Trail from Bar K Ranch Road to the

northeast Property boundary with improvements that include multi-use pedestrian and bike path, street pavement, curbs, gutters, inlets, storm drains, and speed regulating devices or mechanisms such as road bumps in a manner substantially similar to the attached Exhibit "E" ("Dodge Trail Extension"). The Owner will work with City staff to diligently pursue the option of installing a roundabout at the intersection of Dodge Trail and Bar-K Ranch Road. Owner will diligently pursue any development and land use approvals necessary for construction of the Dodge Trail Extension and related improvements, including any potential re-zoning if required pursuant to applicable City Regulations and state law. The City, as owner of the City-Owned Parcel until such time as the City-Owned Parcel is conveyed to the Association, shall provide the permissions or consents to the Owner, as appropriate and necessary, to apply for a re-zoning or land use approval for the City-Owned Parcel to be improved for the Dodge Trail Extension. Developer, at its sole cost and expense, must fence the limits of the work area for the Dodge Trail Extension with temporary construction fencing prior to commencing such work, which must be a chain link fence or equivalent, or as otherwise required by the City Engineer. A ten (10) foot public utility easement will be located outside of the right of way for the Dodge Trail Extension. Upon completion, the City agrees to accept the Dodge Trail Extension for maintenance as a City street, provided that the Dodge Trail Extension meets the applicable City Regulations. The primary entrance for the Project will be the Dodge Trail Extension upon construction.

(3) Additionally, adjacent to the boundary of the 50 (fifty) foot right of way for the Dodge Trail Extension, the Owner shall design, construct, and install, at the Owner's expense, improvements that include, but are not limited to, utilities, trees, landscaping, retaining walls, graded berms, and a six (6) foot high masonry fence/wall to screen the Dodge Trail Extension to the greatest extent possible from the adjacent residential properties with regard to visibility and sound in a manner substantially similar to the attached Exhibit "E" ("Dodge Trail Extension Frontage Improvements"). The Dodge Trail Extension Frontage Improvements shall be located outside the right of way for the Dodge Trail Extension, running along each side of the right of way within the City-Owned Parcel and along the north side of the right of way within the Property until the Dodge Trail Extension curves south at the HOA Park. The Dodge Trail Extension Frontage Improvements shall be maintained by the Association. In the event the City Council, pursuant to its legislative discretion, does not approve a zoning district for the City-Owned Parcel that permits construction of the Dodge Trail Extension Frontage Improvements and thereby preventing the Owner from completing its obligations related to the Dodge Trail Extension Frontage Improvements as provided herein, the Owner shall be released from such obligations based on "impossibility of performance".

(b) Paseo de Vaca and Coyote Trail. The Owner shall construct a secondary entry off of Bar K Ranch Road in the vicinity of the K Oaks Clubhouse, opposite of Paseo De Vaca, in the area depicted on the Land Plan ("Paseo de Vaca Extension"), in a manner substantially similar to the attached Exhibit "F", subject to review by the City and consent from the LVPOA to the extent the Paseo de Vaca Extension impacts property owned by the LVPOA. Any design of the Paseo de Vaca Extension approved by the City for construction shall replace and supersede the design depicted in Exhibit "F". The Owner, at the Owner's expense, will construct a six (6) foot high masonry fence/wall, outside of the public right of way, adjacent to the northern boundary of the K Oaks Clubhouse parcel owned by LVPOA and along the southern boundary of the Paseo de Vaca Extension ("Paseo de Vaca Frontage Improvements"). The Paseo de Vaca Frontage Improvements will be completed before any traffic may utilize the Paseo de Vaca Extension. Coyote Trail shall be used as a temporary entrance and access to the Project that is to be abandoned after issuance of the final certificate of occupancy for the Project.

(c) Roadway Improvements. The Dodge Trail Extension Frontage Improvements, Dodge Trail Extension, Paseo de Vaca Extension, and Paseo de Vaca Frontage Improvements set forth in this Section 4.8 may be included as Authorized Improvements.

(d) Construction Traffic. Commercial construction traffic shall be dispersed between

the Dodge Trail Extension and the Paseo de Vaca Extension in a manner to be determined by the City Engineer and Owner that balances the adverse impacts to adjacent property owners. Except as approved by the City Engineer after review of future required improvements by the Texas Department of Transportation, use of Bar K Ranch Road between 1431 and Dodge Trail may be limited to use by personal vehicles and vehicles with no more than two axles. The Coyote Trail will be limited to personal vehicles and standard-sized, non-construction delivery vehicle until abandoned as a point of access per Section 4.8(b). Construction activities and traffic of commercial construction vehicles is restricted to Monday through Friday between 7:00 am and 7:00 pm and Saturdays between 8:00 am and 6:00 pm. Owner shall enforce these requirements on its employees, contractors, subcontractors, consultants, suppliers and assignees at all times. Before commencement of construction, the City and Owner shall enter into a commercially reasonable Subdivision Construction Agreement, under which Owner shall agree to repair damages caused by its use of the existing roadways, excluding ordinary wear and tear, in the construction of the improvements contemplated by this Agreement.

4.9 Signage.

(a) Wayfinding Sign. The City agrees to placement of one destination wayfinding sign ("Wayfinding Sign") on the property owned by Owner located at the northwest corner of the intersection of Dodge Trail and Bar K Ranch Road ("Dodge Trail Extension Entrance"), as more particularly identified in the attached Exhibit "G". Installation of the Wayfinding Sign is contingent on the Dodge Trail Extension Entrance, or a portion thereof, being dedicated to the City as right of way. The Wayfinding Sign shall comply with the standards in the City Regulations applicable to wayfinding signs located on a minor arterial and will direct the public to residential communities, the Public Parkland, the LVPOA's K Oaks Clubhouse, the LVPOA's Bar-K Park, and other areas of interest. Owner shall be solely responsible for the costs related to the Wayfinding Sign.

(b) Monument Sign. The Owner intends to place and install a monument sign and landscaping in the vicinity of the shared boundary of the Property and the City-Owned Parcel, outside of the right of way for the Dodge Trail Extension. Owner shall be solely responsible for all costs related to the monument sign including the cost of the sign. Such sign shall meet all standards contained in the City's Sign Ordinance, except to the extent such standards conflict with the terms of this Agreement or any exhibit attached hereto. All references to off-site signage in the Turnback Ranch PDD shall be removed as part of the proposed Turnback Ranch PDD Amendment.

4.10 Density. The total number of residential dwelling units within the Property will not exceed three hundred forty-nine (349) single-family detached dwelling units.

4.11 Development Standards and Design Requirements. The Owner agrees to modify the application for the Turnback Ranch PDD Amendment to reflect the terms of this Agreement for consideration by the City Council.

4.12 Masonry and Design Requirements. The exterior wall standards set forth in this section shall apply to all structures located on the Property. At least seventy-five percent (75%), of the combined exterior surface area of all finished walls, including all stories of buildings / structures (excluding concrete foundation walls) shall consist of stone, brick, painted or tinted stucco, and factory tinted (not painted) split faced concrete masonry unit or similar material approved by the Director of Planning.

4.13 Development Impact Mitigation.

(a) Improvements to Dodge Trail. Owner agrees to fund improvements to existing Dodge Trail from Bar K Ranch Road to FM 1431 that include ribbon curbs and asphalt overlay in a scope

substantially similar to the improvements approved per the 2008 construction plans associated with the Turnback Ranch PDD. The City agrees that (i) such improvements are Authorized Improvements that may be funded with PID Bonds, and (ii) that the funds expended by Owner for such off-site improvements may be credited against required street impact fees or other fees as may be appropriate.

(b) Traffic Signals. Subject to review by the City Transportation Department and the Texas Department of Transportation (“TxDOT”), the Owner agrees to direct all monetary commitments for traffic signals identified in the Traffic Impact Analysis dated October 5, 2022, as may be amended or updated, to installation of a traffic signal at the intersection of Bar K Ranch Road and RM 1431 in order to expedite TxDOT’s installation of that signal. The City agrees that such signalization is an Authorized Improvement that may be funded with PID Bonds.

(c) Mitigation. Owner shall and is hereby obligated to construct any and all other off-site roadway and utility infrastructure that is reasonably determined by engineered and reasonably approved technical studies and designs as necessary to accommodate the demand of the Project, subject to any credits against street impact fee (as permitted by law) and subject to funding of such off-site improvements as Authorized Improvements that may be funded with PID Bonds.

ARTICLE V **PROPERTY OWNERS' ASSOCIATION**

5.1 Property Owners Association. Owner will create one or more Property Owners Association(s) (“Association”), and shall establish bylaws, rules, regulations, and restrictive covenants (collectively, the “Association Regulations”) to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The applicable Association Regulations will establish periodic Association dues and assessments that are and will be sufficient to maintain (a) certain drainage easements and improvements within the Property that are dedicated to the City but not maintained and operated by the City (the “Drainage”); (b) any part or portion of the Property that is dedicated to the applicable Association (the “Dedicated Association Property”); (c) maintenance and operation of the Dodge Trail Extension Frontage Improvements and signage; and (d) maintenance and operation of the HOA Parkland. The applicable Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the Drainage, Dedicated Association Property, HOA Parkland, Dodge Trail Extension Frontage Improvements, and signage, and to provide funds required for the management and operation of the Association.

ARTICLE VI **AUTHORITY; COVENANTS; PROPERTY RIGHTS**

6.1 Powers.

(a) The City hereby represents and warrants to the Owner that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City Regulations, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

(b) The Owner hereby represents and warrants to the City that the Owner has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of the Owner. Concurrently with the Owner's execution of this Agreement, the Owner has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of the Owner to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Owner, and is enforceable in accordance with its terms and provisions.

6.2 Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or the Owner is required, or the City or the Owner is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law, the City Charter, or City Regulations, by the City Manager and for the Owner by any officer of the Owner so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

ARTICLE VII GENERAL PROVISIONS

7.1 Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.2 Default; Remedies.

(a) A Party shall be deemed in default under this Agreement if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement, subject to the notice and cure provisions in this Section 7.2.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a default of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No default of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice, and the Party shall be given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). Upon a default of this Agreement for which cure has not commenced as provided above, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may seek relief, including but not limited to the specific performance of the covenants and agreements herein contained, mandamus, and injunctive relief. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

7.3 Termination.

(a) In the event the City Council does not approve the Turnback Ranch PDD Amendment within three (3) months of the Effective Date of this Agreement or Owner withdraws the Turnback Ranch PDD Amendment prior to City Council action, either Party may elect to terminate to this Agreement by written notice to the other Party. In the event the City Council approves the Turnback Ranch PDD Amendment in a manner that does not align with this Agreement or does not allow the Owner, as determined in the Owner's reasonable discretion, to construct the Project as contemplated by and as provided in this Agreement, the Owner may elect to terminate this Agreement by written notice to the City and the Agreement shall be of no further force and effect.

(b) In the event the City Council does not approve the Owner's request for creation of the PID under terms acceptable to the Owner, as determined in the Owner's reasonable discretion, within three (3) months of the Effective Date of this Agreement or the Owner withdraws the PID Petition within three (3) months of the Effective Date of this Agreement and prior to City Council action, the Owner may elect to terminate this Agreement by written notice to the City. However, if Owner elects not to terminate this Agreement upon the City's refusal to grant the creation of a PID and provides written notice to the City of the intent to proceed with the Project as contemplated herein, then the terms of this Agreement related to the PID shall be held to be unenforceable and such unenforceability shall not affect other any other provisions of the Agreement. The Owner shall have thirty (30) days following denial of the PID Petition by the City Council to provide written notice of the intent to proceed with the Project. If the Owner fails to provide such notice within thirty (30) days, the City may elect to terminate this Agreement, effective upon thirty (30) days' written notice to the Owner. Either Party may pursue a restatement of this Agreement solely to remove the provisions related to the PID.

(c) In the event that (i) the Owner fails to obtain approval for a preliminary plat for the entire Property and submit an application for a final plat for the Property, or some portion thereof consistent with the Phasing Plan approved pursuant to Section 4.2 above, within three (3) years after the Effective Date of this Agreement, and (ii) the City Council validly re-zones the Property, in accordance with City Regulations and applicable state law, in a manner that no longer aligns with this Agreement, then this Agreement shall automatically terminate and shall be of no further force and effect. Owner acknowledges that, notwithstanding the foregoing nor anything in this Agreement to the contrary, in accordance with Section 2.20(e) of the City Code, approval of construction plans expires two (2) years after the date the City approves such construction plans unless an unexpired final plat is on file with the City or the final plat is approved and that approval has not expired.

(d) If this Agreement is terminated in accordance with subsections (a), (b), or (c) above, the Agreement shall be of no further force and effect, and the Parties shall have no further obligations. If this Agreement is terminated in accordance with subsection (a) and (b) above, then the Parties acknowledge and agree that development of the Property will occur as if this Agreement had not been entered into by the Parties and development will remain subject to (1) such applicable zoning regulations in effect as of the date of such termination, and (2) such development regulations applicable pursuant to Chapter 245 of the Texas Local Government Code and without the waivers established in this Agreement.

7.4 Force Majeure.

(a) The term "Force Majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; wars; revolts; terrorism; sabotage and threats of sabotage or terrorism; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; arrests; restraint of government and people; civil disturbances; explosions;

breakage or accidents to machinery, pipelines, or canals; transportation disasters, whether by ocean, rail, land or air; review by the City or its third party consultants of submittals from the Developer which review takes over thirty (30) calendar days for initial review of submittals, or over ten (10) business days for review of resubmittals in response to City comments, or other causes that (i) are not reasonably within the control of the party claiming such inability, or (ii) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts. Force Majeure does not include the marketability of the Project or any portion thereof.

(b) If, by reason of Force Majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such Force Majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the Force Majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

7.5 Liability of the Owner, its Successors and Assignees. Any obligation or liability of the Owner whatsoever that may arise at any time under this Agreement contemplated hereby shall be satisfied, if at all, out of the assets of the Owner and any fiscal surety posted with the City related to the Turnback Ranch subdivision only, except as required by any other agreements the Owner enters related to the PID or the Turnback Ranch subdivision. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Owner, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise, except in the event of fraud and as except as provided in any other agreements the Owner enters related to the PID or the Turnback Ranch subdivision.

7.6 Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

7.7 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:

City of Lago Vista
Attn: City Manager
5803 Thunderbird Street
Lago Vista, Texas 78645

If to the Owner:

Turnback Development, LLC
c/o Ventana Capital
8678 Concord Center Drive #200
Englewood, Colorado 80112

with a copy to:

McLean & Howard LLP
 Attn: Laci Ehlers
 4301 Bull Creek Road, Suite 150
 Austin, Texas 78731

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

7.8 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Owner. No course of dealing on the part of the City or the Owner nor any failure or delay by the City or the Owner with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

7.9 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement, and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.10 Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

7.11 Successors and Assigns.

(a) Except as expressly provided in this Section, neither party to this Agreement shall have the right to convey, transfer, assign, mortgage, pledge or otherwise encumber all or any part of its right, title and interest under this Agreement to any party without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied. Upon any permitted assignment of the duties, obligations and liabilities assigned hereunder, the assigning party shall be relieved of any and all such duties, obligations and liabilities.

(b) Notwithstanding the foregoing, Owner may effectuate a transfer of the obligations, rights, privileges, benefits, duties, requirements, or covenants under this Agreement, without the consent of City, by providing the City with written notice of such assignment within ten (10) days after the effective date of such transfer to (i) the residential construction company known as Toll Brothers, Inc. as a successor in interest as subsequent purchaser of all or a majority of the Property, (ii) an affiliate of which Owner remains a member, or (iii) any lienholder on the Property, and such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the City receives notice of the assignment and a copy of the assignment instrument.

(c) Owner may pledge, assign, collaterally assign, or grant a lien or security interest in, or otherwise encumber any of its right, title and interest under this Agreement, in whole or in part, (i) without the consent of the City, to any third party lender of the Project (each, a "Lender"), or (ii) to any person or entity with the City Council's prior written consent (which consent shall not be unreasonably

withheld, conditioned, or delayed) as security for the performance of Owner's obligations; and in relation thereto, the City will execute reasonable acknowledgements of this Agreement as may be requested by such Lender or third party, including confirmation whether this Agreement is valid and in full force and effect, whether either party is in default of any duty or obligation under this Agreement, and agreeing to provide notice and opportunity to cure to such Lender and the City agrees to accept a cure, not to be unreasonably withheld, offered by the Lender as if offered by the defaulting Party. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability. A Lender is not a party to this Agreement unless this Agreement is amended, with the consent of the Lender, to add the Lender as a Party.

(d) Notwithstanding anything to the contrary, this Agreement shall not be binding upon and shall not create any encumbrance to title any end-buyer of a fully developed and improved platted lot in the Project, unless the owner of such platted lot agrees to accept the terms of this Agreement as a binding encumbrance in connection with its acquisition of such platted lot.

7.12 Exhibits, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.13 Applicable Law. This Agreement is a contract made under, and shall be construed in accordance with and governed by, the laws and regulations of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

7.14 Entire Agreement. This Agreement represents the entire agreement between the Parties at the time of its execution and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.15 No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Regulations.

7.16 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

7.17 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.18 Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

7.19 Severability. The provisions of this Agreement are severable, and if any word, phrase,

clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby.

7.20 Binding Obligations. This Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; provided, however, this Agreement, if recorded, shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree (i) that the term “end-buyer” means any owner, developer, tenant, user, or occupant, and (ii) that the term “fully developed and improved lot” means any lot, regardless of proposed use, for which a final plat has been approved by the governmental authority having jurisdiction and for which all planned and approved improvements have been constructed and accepted to the extent that a building permit may be obtained for such lot.

7.21 Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

7.22 Verification under Chapter 2252, Texas Government Code. To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7.23 No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

7.24 No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, the Owner hereby verifies that it and its parent

company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (b) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (A) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (B) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code); and (b) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

7.25 Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

<u>Exhibit A</u>	Description of Property
<u>Exhibit B</u>	Land Plan
<u>Exhibit C</u>	Authorized Improvements
<u>Exhibit D</u>	Fencing
<u>Exhibit E</u>	Dodge Trail Extension and Dodge Trail Frontage Improvements
<u>Exhibit F</u>	Paseo de Vaca Extension
<u>Exhibit G</u>	Dodge Trail Extension Entrance

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY:

**CITY OF LAGO VISTA, TEXAS,
a home rule municipality**

By: Ed Tidwell
Ed Tidwell, Mayor

ATTEST:

Lucy Aldrich
Sandra Barton, City Secretary
Lucy Aldrich

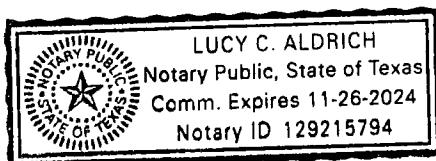


THE STATE OF TEXAS §
§
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of September, 2023, by
Ed Tidwell, Mayor of the City of Lago Vista, a home-rule municipality, on
behalf of said municipality.

Notary Public, State of Texas

(SEAL)



OWNER:

TURNBACK DEVELOPMENT, LLC,
a Nevada limited liability company

By: _____

Name: Drewin Horan

Title: AUTHORIZED SIGNATORY

THE STATE OF Colorado §
§
COUNTY OF Douglas §

This instrument was acknowledged before me on the 9th day of OCTOBER, 2023, by
Drewin Horan, as AUTHORIZED SIGNATORY of Turnback Development, LLC, a Nevada limited
liability company, on behalf of said entity.


Notary Public, State of Texas Colorado

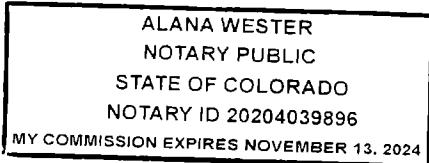


EXHIBIT "A"

Description of Property

LEGAL DESCRIPTION
241.541 ACRES

BEING a tract of land located in the TEXAS-MEXICO RAILROAD SURVEY, ABSTRACT NO. 2291, CHRISTIAN FEHRENKAMP SURVEY, ABSTRACT NO. 286, and the LEWIS GOODWIN SURVEY, ABSTRACT NO. 336, Travis County, Texas and being all of those tracts of land described as Tracts 1-7 in Deed to Vol H. Montgomery, recorded in Document No. 1999-148851, Deed Records, Travis County, Texas and being part of a 10.81 acre tract of land described in Deed to Vol H. Montgomery, recorded in Document No. 1999-148850, Deed Records, Travis County, Texas and being part of a tract of land described in Deed to RPI-P2A Partnership, recorded in Volume 9113, Page 300, Deed Records, Travis County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the East line of said Tract 2 at the Northwest corner of said Tract 7;

THENCE South 72 degrees 36 minutes 49 seconds East, along the North line of said Tract 7, a distance of 497.02 feet to a 1/2 inch iron rod with an aluminum cap stamped "CHAPARRAL" found at the most Northeast corner of said Tract 7 and said Tract 5;

THENCE South 13 degrees 31 minutes 35 seconds West, along the East line of said Tract 5, passing at a distance of 60.13 feet the Southeast corner of said Tract 7, and continuing for a total distance of 282.10 feet to a 1/2 inch iron rod with an aluminum cap stamped "CHAPARRAL" found for corner;

THENCE South 15 degrees 26 minutes 33 seconds West, continuing along the East line of said Tract 5, a distance of 90.41 feet to an "X" set in concrete for corner in the West right-of-way line of Bar-K Ranch Road, a variable width right-of-way, at the South corner of said Tract 5;

THENCE North 13 degrees 36 minutes 15 seconds East, along said West right-of-way line and the West line of said Tract 5, a distance of 312.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the South line of said Tract 7;

THENCE North 72 degrees 35 minutes 06 seconds West, leaving said West right-of-way line and said West line of Tract 5 and along the South line of said Tract 7, a distance of 508.72 feet to a 1/2 inch iron rod found in the East line of said Tract 2 at the Southwest corner of said Tract 7;

THENCE South 27 degrees 07 minutes 37 seconds West, along the East line of said Tract 2, a distance of 1,157.48 feet to a 1/2 inch iron rod found;

THENCE South 30 degrees 29 minutes 52 seconds West, a distance of 212.31 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the Southeast corner of said Tract 4;

THENCE along the South line of said Tract 4 the following twenty-three (23) courses and distances:

South 75 degrees 31 minutes 34 seconds West, a distance of 372.92 feet to a point for corner;

North 57 degrees 02 minutes 33 seconds West, a distance of 114.31 feet to a point for corner;

North 74 degrees 29 minutes 21 seconds West, a distance of 132.94 feet to a point for corner;

South 57 degrees 14 minutes 10 seconds West, a distance of 166.72 feet to a point for corner;

South 75 degrees 22 minutes 03 seconds West, a distance of 147.89 feet to a point for corner;

South 82 degrees 36 minutes 45 seconds West, a distance of 107.60 feet to a point for corner;

North 65 degrees 07 minutes 30 seconds West, a distance of 186.14 feet to a point for corner;

North 19 degrees 11 minutes 13 seconds West, a distance of 140.45 feet to a point for corner;

North 11 degrees 16 minutes 02 seconds West, a distance of 174.21 feet to a point for corner;

North 61 degrees 12 minutes 46 seconds West, a distance of 107.16 feet to a point for corner;

North 23 degrees 24 minutes 37 seconds East, a distance of 108.08 feet to a point for corner;

North 59 degrees 45 minutes 10 seconds East, a distance of 71.76 feet to a point for corner;

North 65 degrees 43 minutes 16 seconds East, a distance of 242.14 feet to a point for corner;

North 62 degrees 47 minutes 27 seconds West, a distance of 167.68 feet to a point for corner;

North 01 degrees 23 minutes 12 seconds West, a distance of 152.53 feet to a point for corner;

South 61 degrees 04 minutes 13 seconds West, a distance of 70.03 feet to a point for corner;

North 60 degrees 25 minutes 41 seconds West, a distance of 101.88 feet to a point for corner;

South 08 degrees 28 minutes 27 seconds West, a distance of 141.00 feet to a point for corner;

South 53 degrees 12 minutes 27 seconds West, a distance of 54.67 feet to a point for corner;

South 70 degrees 06 minutes 27 seconds West, a distance of 51.82 feet to a point for corner;

North 70 degrees 51 minutes 22 seconds West, a distance of 55.90 feet to a point for corner;

North 27 degrees 22 minutes 10 seconds West, a distance of 150.67 feet to a point for corner;

North 19 degrees 29 minutes 33 seconds West, a distance of 77.43 feet to a point for corner in the East line of said Tract 1;

THENCE South 28 degrees 33 minutes 24 seconds West, leaving the South line of said Tract 4 and along the East line of said Tract 1, a distance of 128.11 feet to a point at the South corner of said Tract 1;

THENCE North 26 degrees 06 minutes 08 seconds West, along the South line of said Tract 1, passing at a distance of 1351.89 feet a point in the common line of said Tract 1 and said RPI-P2A Partnership tract, and continuing for a total distance of 1,579.19 feet to a point at the most Southerly corner of a Boundary Line Agreement recorded in Document No. 2006102847, Deed Records, Tarrant County, Texas;

THENCE Northerly and Easterly, along the lines of said Boundary Line Agreement, the following twenty-seven (27) courses and distances:

North 17 degrees 58 minutes 41 seconds East, a distance of 278.70 feet to a point for corner;

North 01 degrees 38 minutes 28 seconds East, a distance of 190.86 feet to a point for corner;

North 11 degrees 37 minutes 39 seconds East, a distance of 163.43 feet to a point for corner;

North 47 degrees 55 minutes 52 seconds East, a distance of 192.93 feet to a point for corner;

South 88 degrees 12 minutes 56 seconds East, a distance of 139.55 feet to a point for corner;

South 81 degrees 37 minutes 44 seconds East, a distance of 143.11 feet to a point for corner;

North 88 degrees 02 minutes 58 seconds East, a distance of 261.75 feet to a point for corner;

North 85 degrees 17 minutes 39 seconds East, a distance of 89.08 feet to a point for corner;

North 61 degrees 29 minutes 04 seconds East, a distance of 125.04 feet to a point for corner;

North 40 degrees 01 minutes 31 seconds East, a distance of 287.20 feet to a point for corner;

North 44 degrees 55 minutes 48 seconds East, a distance of 245.57 feet to a point for corner;

North 25 degrees 29 minutes 17 seconds East, a distance of 222.75 feet to a point for corner;

North 14 degrees 55 minutes 59 seconds East, a distance of 425.83 feet to a point for corner;

North 31 degrees 51 minutes 34 seconds East, a distance of 220.08 feet to a point for corner;

North 31 degrees 19 minutes 46 seconds East, a distance of 127.39 feet to a point for corner;

North 15 degrees 26 minutes 15 seconds East, a distance of 103.23 feet to a point for corner;

North 04 degrees 14 minutes 17 seconds East, a distance of 86.39 feet to a point for corner;

North 19 degrees 09 minutes 00 seconds West, a distance of 68.81 feet to a point

for corner;

North 19 degrees 00 minutes 57 seconds East, a distance of 71.63 feet to a point for corner;

North 71 degrees 19 minutes 54 seconds East, a distance of 79.91 feet to a point for corner;

South 76 degrees 28 minutes 07 seconds East, a distance of 221.73 feet to a point for corner;

North 88 degrees 37 minutes 19 seconds East, a distance of 92.92 feet to a point for corner;

North 68 degrees 35 minutes 11 seconds East, a distance of 82.77 feet to a point for corner;

North 60 degrees 49 minutes 17 seconds East, a distance of 44.03 feet to a point for corner;

North 75 degrees 04 minutes 08 seconds East, a distance of 78.77 feet to a point for corner;

South 88 degrees 19 minutes 06 seconds East, a distance of 88.90 feet to a point for corner;

North 75 degrees 46 minutes 12 seconds East, a distance of 421.27 feet to a 1 1/4 inch iron rod found at the most Northerly corner of said Boundary Line Agreement and the most Northerly corner of said 10.81 acre tract;

THENCE South 28 degrees 33 minutes 28 seconds West, leaving the lines of said Boundary Line Agreement, passing at a distance of 85.11 feet the Northeast corner of said Tract 1, and continuing along the East line of said Tract 1 for a total distance of 576.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the most Westerly Northwest corner of said Tract 2;

THENCE along the Northerly line of said Tract 2, the following sixteen (16) courses and distances:

North 66 degrees 50 minutes 28 seconds East, a distance of 56.40 feet to 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 54 degrees 01 minutes 28 seconds East, a distance of 240.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 34 degrees 58 minutes 28 seconds East, a distance of 89.96 feet to a 1/2 inch

iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the North corner of said Tract 2;

South 01 degrees 34 minutes 37 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found;

South 06 degrees 44 minutes 01 seconds West, a distance of 152.81 feet to a 1/2 inch iron rod found for corner;

South 56 degrees 23 minutes 37 seconds West, a distance of 133.82 feet to a 1/2 inch iron rod found for corner;

South 42 degrees 53 minutes 45 seconds West, a distance of 199.49 feet to a 1/2 inch iron rod found for corner;

South 28 degrees 00 minutes 15 seconds West, a distance of 59.28 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 24 degrees 18 minutes 04 seconds East, a distance of 82.17 feet to a 1/2 inch iron rod found for corner;

South 54 degrees 38 minutes 26 seconds East, a distance of 313.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 55 degrees 23 minutes 59 seconds East, a distance of 224.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 50 degrees 06 minutes 49 seconds East, a distance of 375.05 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 60 degrees 23 minutes 31 seconds East, a distance of 244.45 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 55 degrees 02 minutes 31 seconds East, a distance of 242.22 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 57 degrees 13 minutes 31 seconds East, a distance of 446.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 59 degrees 45 minutes 42 seconds East, a distance of 56.90 feet to a 1/2 inch iron rod found for corner at a wood fence corner post;

THENCE Southerly, along the East line of said Tract 2, the following three (3) courses

and distances:

South 29 degrees 51 minutes 44 seconds West, a distance of 813.38 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 65 degrees 24 minutes 31 seconds West, a distance of 340.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 27 degrees 07 minutes 37 seconds West, a distance of 120.12 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the most Northwest corner of said Tract 6;

THENCE leaving the East line of said Tract 2 and along the East line of said Tract 6, the following three (3) courses and distances:

South 65 degrees 24 minutes 31 seconds East, a distance of 9.99 feet to a 1/2 inch iron rod found at the Northeast corner of said Tract 6;

South 27 degrees 07 minutes 37 seconds West, a distance of 50.05 feet to a 1/2 inch iron rod found at the most Southeast corner of said Tract 6;

North 65 degrees 24 minutes 31 seconds West, a distance of 9.99 feet to a 1/2 inch iron rod found in the East line of said Tract 2 at the Southwest corner of said Tract 6;

THENCE South 27 degrees 07 minutes 37 seconds West, along the East line of said Tract 2, a distance of 926.23 feet to the **POINT OF BEGINNING** and containing 241.541 acres of land, more or less.

EXHIBIT "B"

Land Plan

EXHIBIT "C"

Authorized Improvements

**Turnback Ranch
Cost Allocation
8/29/2023**

Exhibit C

Description	Total Costs ^[a]	Improvement Area #1			Improvement Area #2A			Improvement Area #2B			IA #2 Subtotal
		%	Cost	%	Cost	%	Cost	%	Cost	%	
Major Infrastructure Improvements^[b]											
Street ^[c]	\$ 3,037,980	59.55%	\$ 1,809,077	28.73%	\$ 872,945	11.72%	\$ 355,958	40.45%	\$ 1,228,903		
Water	\$ 841,958	59.55%	\$ 501,375	28.73%	\$ 241,932	11.72%	\$ 98,652	40.45%	\$ 340,583		
Wastewater	\$ 464,640	59.55%	\$ 276,687	28.73%	\$ 133,512	11.72%	\$ 54,442	40.45%	\$ 187,953		
Landscaping ^[d]	\$ 1,782,323	59.55%	\$ 1,061,350	28.73%	\$ 512,140	11.72%	\$ 208,833	40.45%	\$ 720,973		
Offsite	\$ 423,333	59.55%	\$ 252,089	28.73%	\$ 121,642	11.72%	\$ 49,602	40.45%	\$ 171,244		
Subtotal	\$ 6,550,233	\$ 3,900,577	\$ 1,882,170	\$ 767,486	\$ 2,649,556						
Soft Costs ^[e]	\$ 272,535	59.55%	\$ 162,291	28.73%	\$ 78,311	11.72%	\$ 31,933	40.45%	\$ 110,244		
Contingency	\$ 669,603	59.55%	\$ 398,740	28.73%	\$ 192,406	11.72%	\$ 78,457	40.45%	\$ 270,863		
Construction Management (4.0%) ^[f]	\$ 262,009	59.55%	\$ 156,023	28.73%	\$ 75,287	11.72%	\$ 30,699	40.45%	\$ 105,986		
Total Major Improvements	\$ 7,754,380	\$ 4,617,631	\$ 2,228,175	\$ 908,575	\$ 3,136,749						
Improvement Area Improvements											
Street ^[c]	\$ 9,660,564	\$ 6,497,357	\$ 2,616,583	\$ 546,624	\$ 3,163,207						
Water	\$ 2,631,799	\$ 1,800,704	\$ 725,171	\$ 105,924	\$ 831,094						
Drainage	\$ 6,302,191	\$ 4,355,853	\$ 1,754,167	\$ 192,170	\$ 1,946,337						
Wastewater	\$ 1,452,375	\$ 993,730	\$ 400,190	\$ 58,455	\$ 458,645						
Landscaping	\$ 448,455	\$ -	\$ -	\$ 448,455	\$ 448,455						
Subtotal	\$ 20,495,383	\$ 13,647,644	\$ 5,496,110	\$ 1,351,628	\$ 6,847,739						
Soft Costs ^[e]	\$ 920,465	\$ 582,873	\$ 234,732	\$ 102,860	\$ 337,592						
Contingency	\$ 2,154,258	\$ 1,432,087	\$ 576,723	\$ 145,449	\$ 722,172						
Construction Management (4.0%) ^[f]	\$ 819,815	\$ 545,906	\$ 219,844	\$ 54,065	\$ 273,910						
Total Improvement Area Improvements	\$ 24,389,922	\$ 16,208,510	\$ 6,527,409	\$ 1,654,002	\$ 8,181,411						
Total Improvements	\$ 32,144,302	\$ 20,826,141	\$ 8,755,584	\$ 2,562,577	\$ 11,318,161						

Footnotes:

[a] Per the draft OPC prepared by Bowman Consulting, dated 6/20/2022.

[b] Assumes benefit is allocated to the improvement areas pro rata based on estimated Buildout Value.

[c] Includes erosion control and grading costs.

[d] Represents parkway and median landscaping along the major improvements.

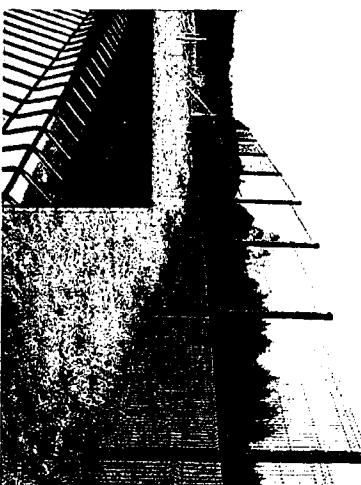
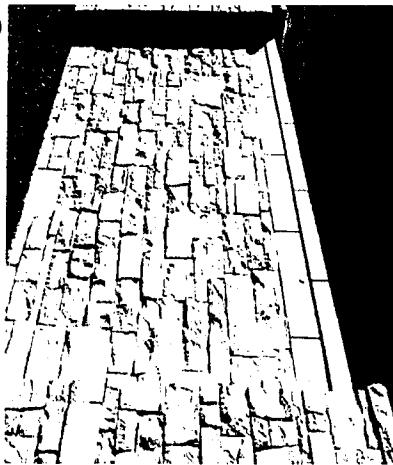
[e] Includes engineering, design, contingency and Developer District formation costs.

[f] Estimate for illustration purposes only.

EXHIBIT "D"

Fencing

Exhibit D



① 6' Concrete Masonry Fence
② 8' Wrought Iron Fence Option
③ Removable Fence Option

VENTANA
CAPPITAL

TURNBACK RANCH
DAY PARK CONCEPT - FENCING EXAMPLES
DRAFT - AUGUST 16, 2002



EXHIBIT "E"

Dodge Trail Extension
and Dodge Trail Frontage Improvements

EXHIBIT "F"

Paseo de Vaca Extension

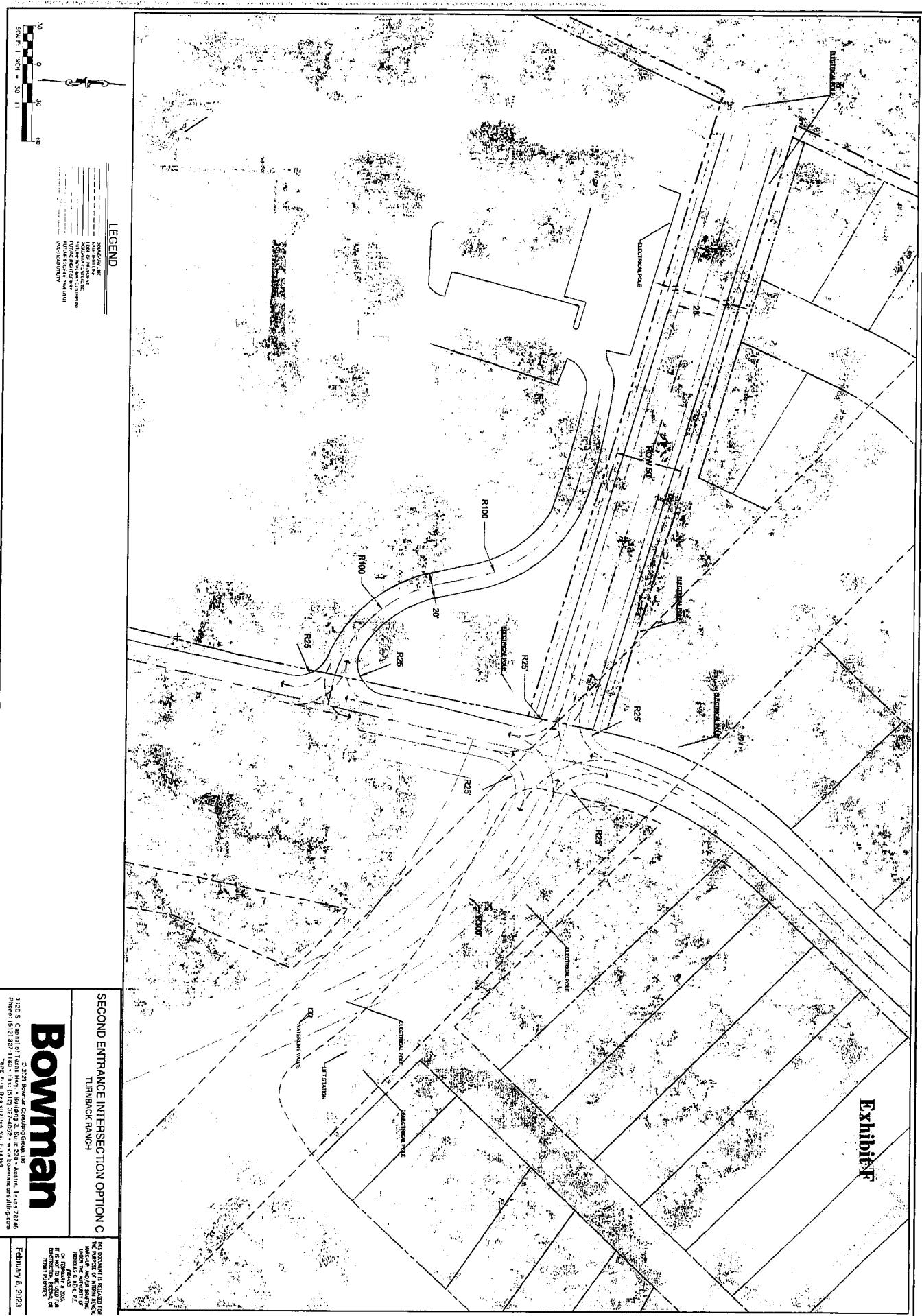
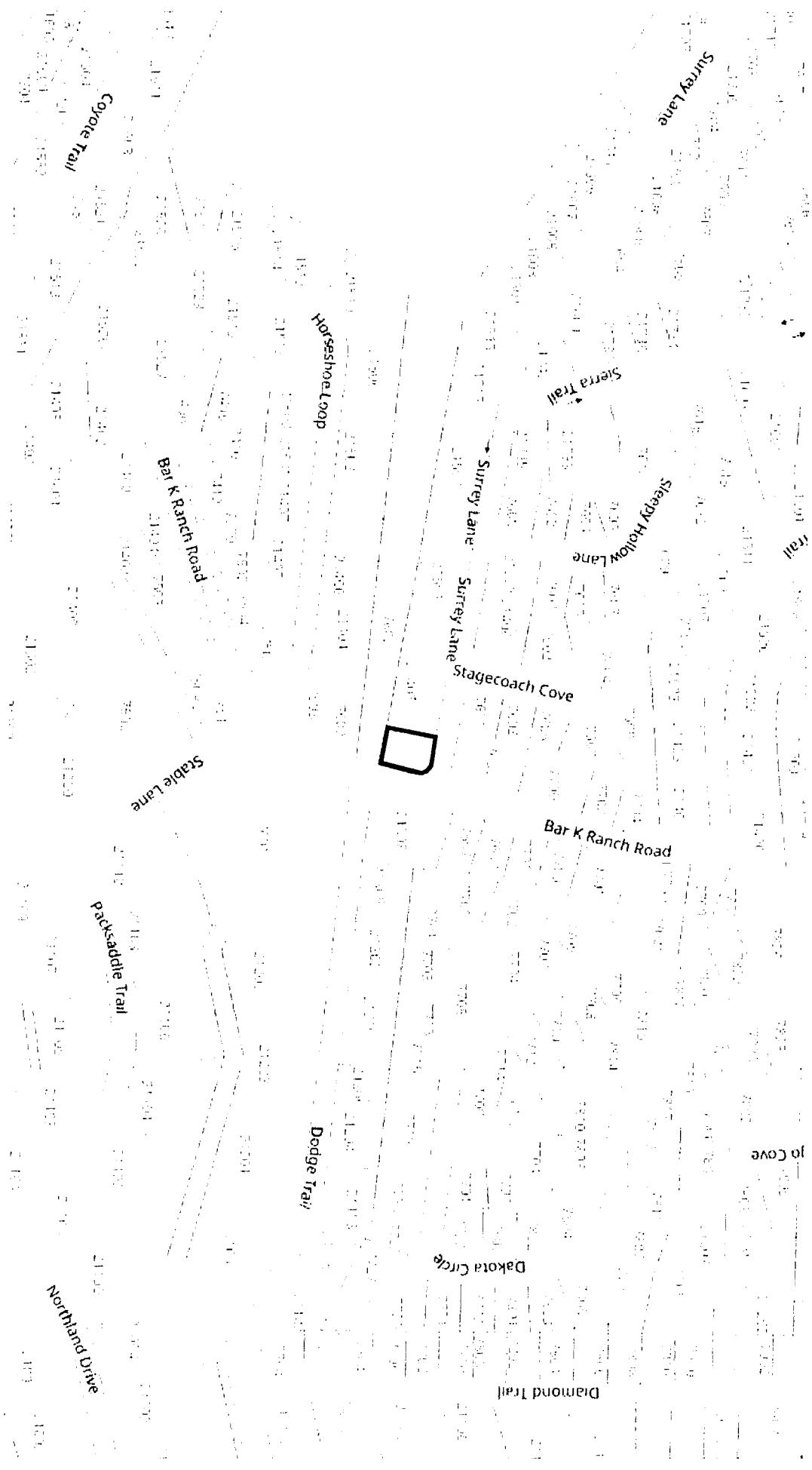


EXHIBIT "G"

Dodge Trail Extension Entrance

Legal Description: Lot 8234, Bar-K Ranches, Plat Eight, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 58, Page 71, Plat Records of Travis County, Texas.

EXHIBIT G





Item Cover Page

PLANNING & ZONING COMMISSION CALLED MEETING AGENDA ITEM REPORT

DATE: January 22, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Discussion and Possible action regarding setting a new time for regularly called meetings.



Item Cover Page

PLANNING & ZONING COMMISSION CALLED MEETING AGENDA ITEM REPORT

DATE: January 22, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Discussion and Clarification on the Future Land Use Map Land Use Categories.

ATTACHMENTS:

[FLUM Categories.pdf](#)

FUTURE LAND USE

PURPOSE AND ROLE OF THE FUTURE LAND USE PLAN

The Future Land Use Plan establishes a long-range, place-based framework to guide how land within the City of Lago Vista and its Extraterritorial Jurisdiction (ETJ) should look, feel, and function over time. The Plan reflects the community's deeply held desire to preserve Lago Vista's identity as a semi-rural Hill Country lakeside community, while also ensuring the City remains fiscally sustainable and capable of maintaining the public services residents expect.

The Future Land Use Plan is not a zoning map and does not grant development rights or entitlements. It does not predetermine specific land uses, densities, or development outcomes. Rather, it establishes policy guidance to inform zoning decisions, infrastructure planning, capital investments, and development review. All development proposals remain subject to the City's adopted zoning regulations and formal amendment processes, including public hearings before the Planning and Zoning Commission and City Council.

This Plan emphasizes place types rather than land use silos, recognizing that the character of development is shaped as much by building form, scale, and context as by use alone. By focusing on how areas should relate to their surroundings, this Plan provides clarity while maintaining flexibility to respond to changing conditions over time.

As Lago Vista evolves, the City may update its development regulations, including the potential adoption of a form-based or hybrid zoning code, to better implement the vision and policies of this Plan. Future regulatory tools will emphasize building form, site design, and compatibility, ensuring that growth reinforces community character rather than eroding it.

GUIDING PRINCIPLES

The Future Land Use Plan is guided by the following principles:

Preservation as a Foundation

Protection of open space, natural landscapes, scenic views, wildlife habitat, and environmental systems is central to Lago Vista's identity and long-term quality of life.

Fiscal Responsibility

Land use patterns must support the City's ability to maintain infrastructure, parks, public safety, and emergency services without placing undue burden on existing residents.

Clarity Without Entitlement

The Plan provides direction without pre-approving development outcomes or bypassing established public processes.

Compatibility Through Form

New development should respect surrounding scale, massing, and character, regardless of use.

Context-Sensitive Growth

Growth should occur in appropriate locations, aligned with infrastructure capacity and community expectations.

Flexibility and Long-Term Adaptability

The Future Land Use Plan must remain resilient and adaptable as conditions change over time.



FUTURE LAND USE PLACE TYPES

A Place-Based Framework for How Lago Vista Grows

The Future Land Use Place Types describe the distinct kinds of places that collectively shape Lago Vista's character, appearance, and function over time. Rather than separating land strictly by use or prescribing predetermined development outcomes, these place types focus on built form, scale, context, and relationship to surrounding areas. This approach recognizes that how development looks and feels often matters more to community character than the specific mix of uses it contains.

Each place type is intentionally broad and flexible. The descriptions that follow are illustrative rather than prescriptive, providing guidance on the desired character and development pattern without conferring zoning, density, or development rights. The intent is to communicate clear expectations about compatibility and design while allowing the City to respond thoughtfully to site conditions, environmental constraints, infrastructure capacity, and future community needs.

The place types are organized to reflect a gradual progression of intensity, from areas where the natural landscape remains the dominant feature, to compact centers that support daily activity and employment. Transitions between place types are deliberate and essential, ensuring that change occurs gracefully and that established neighborhoods and rural areas are protected from abrupt shifts in scale or character.

Together, these place types establish a shared framework for decision-making. They guide future zoning updates, infrastructure investments, and development review, and they lay the foundation for potential form-based or hybrid regulatory approaches that emphasize building form and compatibility over rigid use separation. By defining the kind of places Lago Vista seeks to create and preserve, this framework supports growth that is intentional, context-sensitive, and aligned with the community's values.

Rural Preservation Neighborhoods represent Lago Vista's most natural and environmentally sensitive areas. These places are defined by open landscapes, native vegetation, scenic views, and limited infrastructure. The intent of this place type is to preserve the Hill Country character by ensuring that development remains secondary to the land itself.

Residential development is appropriate only at a rural scale and character, such as large-lot single-family homes, ranchettes, or conservation-oriented layouts that permanently protect significant open space. Buildings should be widely spaced and carefully sited to respect topography, tree cover, drainage patterns, and viewsheds, avoiding suburban or urban development patterns.

Non-residential uses may be appropriate when they are clearly limited in scale and supportive of the rural setting. These may include limited agricultural activities, home-based businesses, and small-scale, tourism-oriented uses such as bed-and-breakfast establishments, provided they are low-impact and compatible with surrounding properties. Industrial uses are not appropriate in this place type.

Civic and institutional uses, such as public gathering spaces or essential utility and service facilities, may be appropriate where they are designed to minimize visual, environmental, and traffic impacts. Parks, trails, conservation lands, greenbelts, and water quality features are integral to this place type and should be prioritized as permanent elements of the landscape.

Appropriate Development Types:

Residential

- Large-lot single-family detached homes
- Ranchettes and estate-scale residences
- Conservation-oriented residential development
- Homesteads and estate residences

Commercial

- Limited agricultural uses
- Home-based businesses
- Small-scale tourism or destination uses
- Overnight accommodations such as bed-and-breakfasts

Institutional / Civic

- Places of public assembly
- Essential utility and service facilities

Green Spaces

- Parks and recreation facilities
- Conservation lands and natural areas
- Open space and trail corridors
- Water quality and environmental protection features

Industrial

- Not appropriate



The following images are illustrative examples intended to convey character, scale, and development patterns consistent with the Future Land Use Place Types. These images do not represent specific projects, architectural styles, or regulatory requirements.

Neighborhood Residential areas encompass the City's established and evolving neighborhoods where daily life occurs. These places are intended to provide stable, livable residential environments that are comfortable in scale, familiar in form, and adaptable over time while maintaining neighborhood identity.

Residential uses are the primary focus of this place type and may include a range of housing forms that are compatible in scale and character. Buildings should relate to the street, maintain human-scaled proportions, and contribute to cohesive neighborhood patterns through consistent setbacks, landscaping, and architectural rhythm.

Limited non-residential uses may be appropriate when they serve the surrounding neighborhood and are designed to remain secondary to the residential character. These may include small-scale civic uses, neighborhood-serving services, or home-based businesses where impacts are minimal. Industrial uses are not appropriate in Neighborhood Residential areas.

Parks, trails, open spaces, and neighborhood civic spaces are strongly encouraged and should be integrated into neighborhood design to support walkability, connectivity, and community interaction.

Appropriate Development Types:

Residential

- Single-family detached homes
- Cottage-style housing
- Small-scale attached residential buildings

Commercial

- Home-based businesses
- Limited neighborhood-serving services

Institutional / Civic

- Neighborhood-scale civic uses
- Schools and community facilities where compatible

Green Spaces

- Neighborhood parks and open spaces
- Trails and pedestrian connections
- Industrial
- Not appropriate

Neighborhood Transition areas provide a deliberate and thoughtful bridge between lower-intensity residential neighborhoods and more active areas of the City. These places are intended to manage change in a way that feels intentional, predictable, and compatible, allowing Lago Vista to accommodate a broader range of housing options without abrupt shifts in scale or character.

Residential uses remain the primary focus of this place type, but with greater flexibility in building form and arrangement. Development should maintain a residential character while allowing for slightly more compact patterns where appropriate. Buildings should be similar in height and visual presence to nearby neighborhoods, with careful attention to massing, articulation, setbacks, and landscaping to ensure compatibility.

Limited non-residential uses may be appropriate when they are small-scale, neighborhood-serving, and clearly secondary to the residential environment. These uses should be designed to minimize traffic, noise, and visual impacts. Industrial uses are not appropriate within Neighborhood Transition areas.

Parks, shared open spaces, trails, and landscaped buffers are encouraged as key tools for softening transitions and reinforcing neighborhood cohesion. These areas should function as connectors and buffers rather than destinations.

Appropriate Development Types:

Residential

- Duplexes
- Townhomes
- Cottage courts
- Small-scale multifamily residential buildings

Commercial

- Home-based businesses
- Limited neighborhood-serving services

Institutional / Civic

- Neighborhood-scale civic uses
- Community facilities where compatible

Green Spaces

- Shared open spaces
- Trails and pedestrian connections
- Landscaped buffers

Industrial

- Not appropriate

Neighborhood Activity Center

Compact, Walkable Places for Daily Life

Neighborhood Activity Centers are compact, walkable hubs that bring together housing, services, employment, and gathering spaces in close proximity. These areas are intended to serve nearby neighborhoods by supporting daily needs, local businesses, and social interaction while remaining distinctly local in scale and character.

A mix of residential and non-residential uses is appropriate within Neighborhood Activity Centers, provided development is organized around high-quality building form and pedestrian-oriented design. Buildings should frame streets and public spaces, emphasize active ground floors, and create a comfortable public realm. Residential uses may be located above or adjacent to commercial or civic uses.

Commercial and civic uses should be neighborhood-serving rather than regional in nature. Industrial uses are not appropriate in this place type. Public spaces such as plazas, courtyards, and trail connections should be integral components that support walkability and community life.

Appropriate Development Types:

Residential

- Apartments and condominiums
- Townhomes and attached residential buildings
- Residential units within mixed-use buildings

Commercial

- Neighborhood-serving retail and services
- Restaurants, cafés, and personal services
- Offices and professional services

Institutional / Civic

- Civic and cultural facilities
- Public gathering spaces

Green Spaces

- Plazas and courtyards
- Trails and pedestrian connections

Industrial

- Not appropriate

Regional Commercial Districts accommodate larger-scale commercial activity that serves Lago Vista and the surrounding region. These areas play an important role in supporting the City's fiscal sustainability by generating sales tax revenue and employment opportunities needed to maintain public services and infrastructure.

Commercial and service uses are the primary focus of this place type. Development should be designed to function efficiently while remaining sensitive to Lago Vista's character through coordinated site design, shared access, strong landscaping, and buffering from surrounding uses. Buildings should be arranged to minimize visual and traffic impacts and to create cohesive, well-organized destinations.

Residential uses may be appropriate only when integrated into a mixed-use environment and designed to buffer adjacent development. Industrial uses may be appropriate only where they function similarly to commercial uses and are compatible in appearance and impact.

Appropriate Development Types:

Residential

- Residential uses integrated within mixed-use developments

Commercial

- Regional retail and entertainment uses
- Hospitality and lodging
- Offices and professional services
- Larger service-oriented commercial uses

Institutional / Civic

- Civic uses that support regional activity
- Green Spaces
- Landscaped buffers and open spaces
- Pedestrian connections

Industrial

- Limited industrial uses compatible in form and impact

Employment & Service District

Working Places That Support Community Life

Employment & Service Districts provide locations for businesses, services, and employment opportunities that support Lago Vista's long-term economic health and service capacity. These areas help diversify the City's tax base and reduce reliance on residential development alone to fund public services.

Employment-focused uses are the primary component of this place type. Development should emphasize quality, functionality, and compatibility, with well-designed buildings, landscaped setbacks, and coordinated access. Development patterns may be corridor-oriented or campus-style where they integrate well with surrounding uses.

Residential uses are generally not appropriate in Employment & Service Districts except where integrated into a designated mixed-use environment. Industrial uses may be appropriate when they are low-impact in nature and compatible with surrounding development.

Appropriate Development Types:

Residential

- Residential uses only when integrated into mixed-use

Commercial

- Offices and professional services

- Business and service uses supporting employment

Institutional / Civic

- Training, education, or service facilities related to employment

Green Spaces

- Landscaped setbacks and open spaces

- Pedestrian connections

Industrial

- Light, low-impact industrial and service uses

Civic, Parks & Conservation areas form the foundational framework around which Lago Vista grows. These spaces preserve the City's natural character, protect environmental systems, and provide essential recreational and civic functions that enhance quality of life.

This place type includes parks, open spaces, greenbelts, conservation lands, trails, civic spaces, and environmentally sensitive areas. These areas protect water quality, preserve scenic beauty, support wildlife habitat, and provide opportunities for recreation and community gathering.

Civic and institutional uses may be appropriate where they serve public needs and are designed to integrate with surrounding natural or developed areas. Commercial and industrial uses are generally not appropriate within this place type.

Appropriate Development Types:

Residential

- Not appropriate

Commercial

- Not appropriate

Institutional / Civic

- Civic buildings and public gathering spaces
- Public facilities compatible with surrounding open space

Green Spaces

- Public parks and recreation facilities
- Conservation lands and natural areas
- Greenbelts and trail corridors
- Water quality and environmental protection features

Industrial

- Not appropriate



Item Cover Page

PLANNING & ZONING COMMISSION CALLED MEETING AGENDA ITEM REPORT

DATE: January 22, 2026

SUBMITTED BY: Jordan Strohmeyer, Development Services

SUBJECT: Discussion regarding the proposed outline for the updated Comprehensive Plan.

BACKGROUND: Proposed Outline:

CITY OF LAGO VISTA

COMPREHENSIVE PLAN

PART I — COMMUNITY VISION & VALUES

1. Introduction & Purpose
2. Community Vision Statement
3. Community Values & Planning Principles

PART II — FUTURE LAND USE & PLACE FRAMEWORK

4. How to Read the Future Land Use Plan
5. Future Land Use Place Types
6. Future Land Use Map (FLUM)

PART III — NATURAL SYSTEMS, PARKS & COMMUNITY CHARACTER

7. Natural Resources & Environmental Stewardship
8. Parks, Open Space & Conservation
9. Community Character & Historic Areas

PART IV — MOBILITY, SAFETY & INFRASTRUCTURE

10. Transportation & Mobility
11. Evacuation & Emergency Access
12. Utilities & Infrastructure Capacity

PART V — FUNDING THE VISION

13. Fiscal Sustainability & Revenue Strategy

PART VI — IMPLEMENTATION & GOVERNANCE

14. Implementation Framework
15. Zoning & Regulatory Alignment
16. Monitoring & Plan Updates

PART VII — SUPPORTING INFORMATION (APPENDICES)

Appendix A — Community Engagement Summary

Appendix B — Demographics & Housing Data

Appendix C — Environmental & Technical Studies

Appendix D — Peer City Examples

Appendix E — Glossary (plain language)