



# City of Fredericksburg

Zoning Board of Adjustment Meeting Agenda  
Wednesday, June 18, 2025 ~ 5:30 PM  
New City Hall at East Campus  
2818 E. U.S. Hwy. 290  
Fredericksburg, Texas 78624

Clay Sears, Chair  
Eric Hammersen, Vice Chair  
Jennifer Eggleston, Member  
Taylor Williams, Member

Mike Mahoney, Member  
Jim McAfee, Alternate Member  
Adam Luton, Alternate Member

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The City of Fredericksburg Zoning Board of Adjustment will meet in a regular session on June 18, 2025, at 5:30PM. The meeting will be available within 24 hours to re-watch on the City's website: [fredericksburgtx.portal.civicclerk.com](http://fredericksburgtx.portal.civicclerk.com).

Written Comments: to be submitted remotely:

1. Must be received by 2 p.m. on June 18, 2025.
2. Complete the Citizen Comment Form online at [www.fbgtx.org](http://www.fbgtx.org); or
3. Email your comments to [jmusgrove@fbgtx.org](mailto:jmusgrove@fbgtx.org)

Verbal Comments:

1. Sign up in-person between 5:00 p.m. and 5:30 p.m. New City Hall at East Campus  
2818 E. U.S. Hwy. 290, Fredericksburg, Texas 78624

You will be limited to 3 minutes to speak.

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**1. ROLL CALL**

**2. CALL TO ORDER**

**3. APPROVAL OF MINUTES**

- A. April 16, 2025, Regular Meeting Minutes

**4. PUBLIC HEARING**

**5. ACTION ITEMS**

- A. **ZBA2025-05** - Request by John Scribner for a variance for a multi-tenant monument sign that is 67.5 Sq ft with an overall height of 12' as a cooperated

business district. The sign will house panels for three different tenants of their business center, which is 10 acres.

**6. DISCUSSION ITEMS**

A. Director's Report

**7. ADJOURN**

**CERTIFICATION**

This is to certify that I, Jan Musgrove, posted this Agenda before 4:30PM on June 13, 2025, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.

*Jan Musgrove*

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Jan Musgrove  
Planner 1

On the 16<sup>TH</sup> day of April 2025, the Zoning Board of Adjustment convened in regular session at the regular meeting place thereof with the following members present to constitute a quorum.

PRESENT: CLAY SEARS – Chairperson  
ERIC HAMMERSEN – Vice Chairperson  
MIKE MAHONEY- Member  
JENNIFER EGGLESTON – Member  
ADAM LUTON - Alternate

ABSENT: JIM MCAFEE – Alternate  
TAYLOR WILLIAMS- Member

ALSO PRESENT: SHELBY COLLIER – Senior Planner  
JAN MUSGROVE – Planner 1  
TYLER DEBISH – STR Specialist  
MICK MCKAMIE – Legal Counsel, Virtual

The meeting was called to order at 5:41 P.M. by Clay Sears.

**MINUTES:**

Eric Hammersen made a motion to approve March 19, 2025, with one correction, Regular Meeting Minutes. Second, by Mike Mahoney. All voted in favor and the motion carried.

**Request #ZBA2025-04:**

By Julie Warmbrodt to Consider a Request to the Zoning Board of Adjustment for a Special Exception per Sec. 5.500 - Board of Adjustment Subsection 1 to Allow for an STR-Unoccupied Permit for Property Located at 712 W San Antonio Street

**Applicant:** Julie Warmbrodt (owner).

Mrs. Warmbrodt gave a detailed description of the circumstances that led her family to withdrawal of the STR permit on their home 712 W San Antonio. She asked the Commission to please consider their situation and grant them an STR permit.

**Presentation:** Tyler Debish – STR Specialist

The applicant is requesting a Special Exception to obtain an STR-Unoccupied permit for property located at 712 W San Antonio

**Staff Recommendation:** Tyler Debish – STR Specialist

In reviewing Sec. 5.500, Items 1 - 8, Staff found that the request to operate an STR-Unoccupied could be considered appropriate for this neighborhood given the truly mixed uses including 50% STRS, Commercial businesses and residences.

This property abuts C2, Commercial zoning which is the highest commercial zone allowed by the City of Fredericksburg, and includes possible uses such as Automotive Washing, Cocktail Lounge and Commercial Off-street parking, none of which are conducive to a Single-Family residential experience. In addition, the property is one block off main street and is abutting 3 permitted STR's with a combined occupancy of 26. Staff recommended approval of the Special Exception request conditioned upon limiting the occupancy to 8 which is the average occupancy of the neighborhood.

Clay Sears opened the Public Hearing at 6:08PM, closed the Public Hearing at 6:08PM as no one was present to speak.

**Discussion:**

The Commission talked at length about the surrounding properties and particularly the occupancies of each of the properties that operated as STRs. Mike Mahoney asked if more detail could be added to the packet information, particularly which homes were homesteaded.

Mike Mahoney made a motion to approve the application with a condition that the occupancy be restricted to 6.

There was no second for the motion.

After some more discussion on parking, it was determined that the garage on this property could be used for parking as there was an ADU on the property that could store personal items, therefore the garage could be considered in the parking calculation.

Adam Luton made a motion to approve the application with the condition of an 8 person occupancy.

Eric Hammersen seconded the motion.

Roll Call Vote: Adam Luton, Jennifer Eggleston, Eric Hammersen and Clay Sears voted Aye  
Mike Mahoney voted Nay.

Motion carried.

**Senior Planners Report: Shelby Collier**

Shelby Collier reminded the commission members to please use and check their fbgtx.org email accounts, to avoid having their private emails available to Public records searches.

The terms of service on the Zoning Board of adjustment for Taylor Williams and Clay Sears will expire in June 2025. Shelby Collier asked if Mr. Sears (Mr. Williams was absent) like to re-up. Clay Sears responded that he would sign on for another term.

Shelby Collier mentioned that it is open application time for the Historic Preservation Grant, \$30,000.00 was available by the City to those who needed help restoring or maintaining property in the historic district. Awards would be granted in July, the application deadline is June 28, 2025.

She also wanted to know if there was anyone on the Commission that would like to receive only an electronic version of the agenda packet in the future. She mentioned that when the new meeting Chambers were in use, electronic versions would be all that would be available.

Mike Mahoney asked to go into executive session at 6:23PM

Shelby Collier checked with Mick McKamie, legal counsel, to see if it was all right to go into executive session as it had not been noticed on the Agenda.

Mick McKamie responded that it was allowed only if the Commission were discussing something in the current agenda that they needed legal counsel on this item.

**ADJOURN**

With nothing further to come before the Board, Eric Hammersen moved to adjourn the meeting. The meeting was adjourned at 6:28 P.M.

PASSED AND APPROVED this the 21st day of May 2025.

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JAN MUSGROVE, PLANNER 1

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CLAY SEARS. CHAIRPERSON



## ZONING BOARD OF ADJUSTMENT AGENDA MEMO

**DEPARTMENT:** Development Services

**TO:** Zoning Board of Adjustment

**FROM:**

**MEETING DATE:** June 18, 2025

**CATEGORY:** ACTION ITEMS

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**CAPTION:** **ZBA2025-05** - Request by John Scribner for a variance for a multi-tenant monument sign that is 67.5 Sq ft with an overall height of 12' as a cooperated business district. The sign will house panels for three different tenants of their business center, which is 10 acres.

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**SUMMARY:**

A Variance has been requested due to the uniqueness of the lot configuration, one of the lots does not have street frontage and therefore a land use agreement between the land owners for shared signage is in place.

**FINDINGS:**

Sec. 5.652. - Signs: Additional Criteria.

That it is impractical to abide by existing placement, height or area regulations due to the placement, size of construction of existing structures in relationship to the physical characteristics of the site. For purposes of illustration, physical characteristics may include topography of the site or surrounding sites, structures on surrounding sites, traffic conditions, street layouts and existing natural vegetation.

Variations. To authorize upon appeal in specific cases such variance from the terms of the Zoning Property Development Regulations and Sign Ordinance as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of the provision of the Zoning Regulations will result in unnecessary hardship, and so that the spirit of the Zoning Regulations shall be observed and substantial justice done. See Section 5.600.

**STAFF RECOMMENDATION:**

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**ATTACHMENTS:**

1. ZBA2505-05\_511 Friendship Lane \_application
2. ZBA2025-05-Land Use Agreement
3. ZBA2025-05\_ variance Site Plan

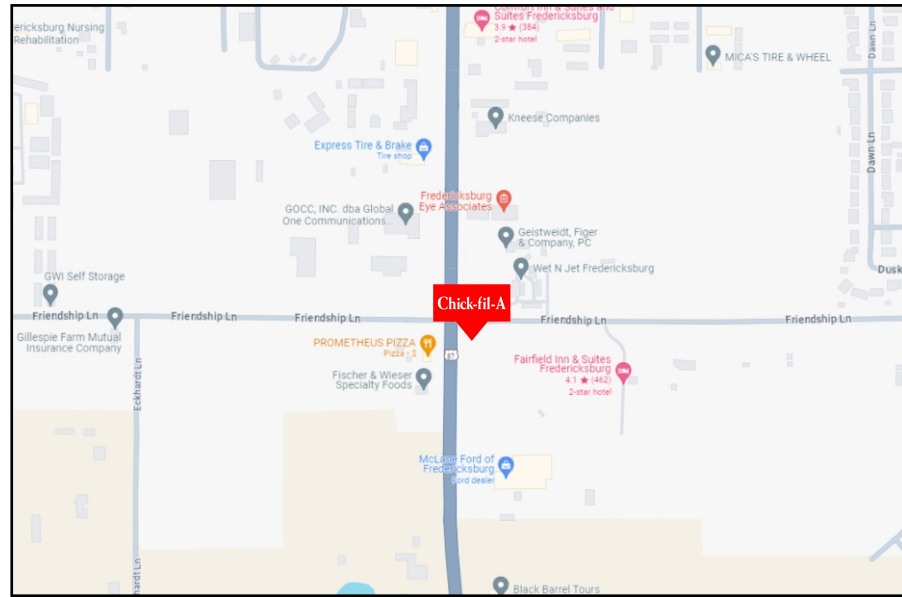
**APPROVAL/REVIEW:**

\_\_\_\_\_  
William McKamie, City Attorney

Date:

\_\_\_\_\_  
Evan Williamson, Assistant City Engineer

Date:

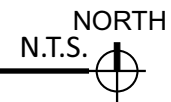


VICINITY MAP

N.T.S.



AERIAL VIEW



ROGER GHANTOUS - 613-889-8135  
[RGhantous@chandler signs.com](mailto:RGhantous@chandler signs.com)  
 LEAH CASALE - 682-204-6687  
[LCasale@chandler signs.com](mailto:LCasale@chandler signs.com)

<b>Design #</b>	
0639461Ar3	
<b>Sheet</b>	1 of 4
<b>Client</b>	
#5619	
<b>Address</b>	
Friendship LN and US Hwy 87, Fredricksburg, TX	
<b>Account Rep.</b>	ROGER GHANTOUS LEAH CASALE
<b>Designer</b>	LEAH LANSFORD
<b>Date</b>	5/13/24
<b>Approval / Date</b>	
<b>Client</b>	
<b>Sales</b>	
<b>Estimating</b>	
<b>Art</b>	
<b>Engineering</b>	
<b>Landlord</b>	
<b>Revision/Date</b>	

R1(5-17-24)JLL: ADDED MULTIPLE OPTIONS  
 R2(5/21/24)JLL: DELETED OPTION 1, ADDED ELECTRICAL DIAGRAM  
 R3(08/29/2024)JAM: REMOVED METER PEDESTAL FROM ELECTRICAL DIAGRAM



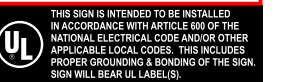
**National Headquarters** 14201 Sovereign Road #101  
 Fort Worth, TX 76155  
 (214)992-2000 Fax (214)992-2044

**San Antonio** 17319 San Pedro Ave  
 Ste 200  
 San Antonio, TX 78232  
 (210)349-3804 Fax (210)349-8724

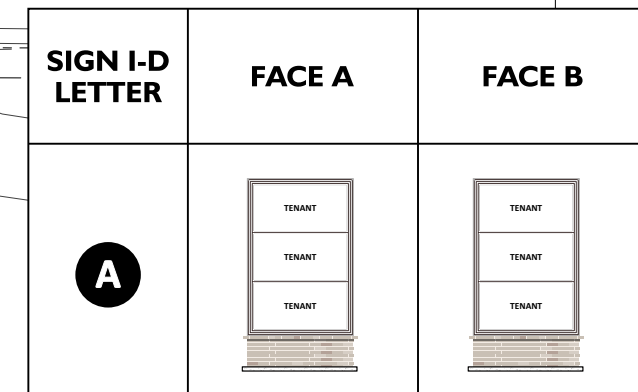
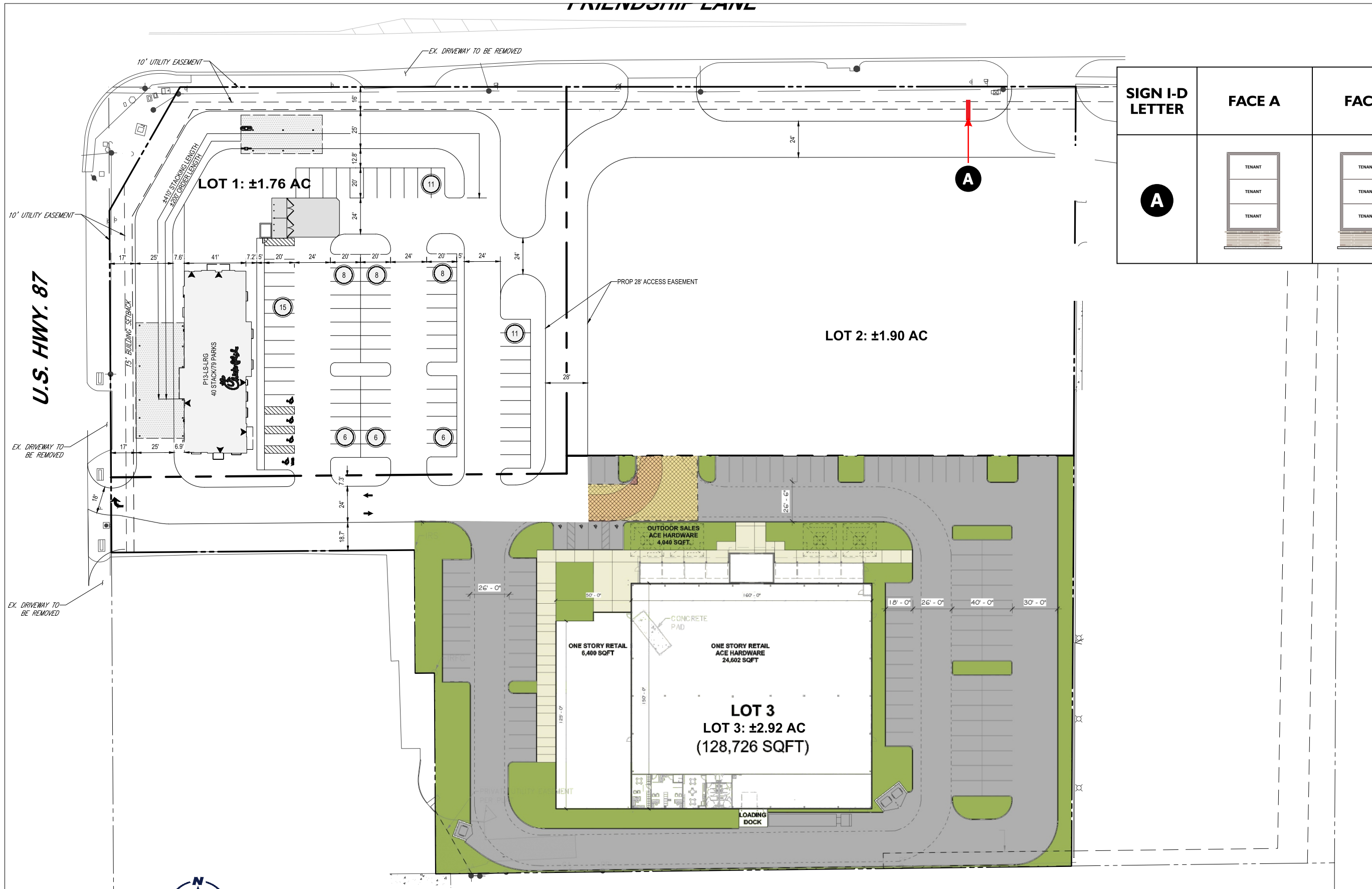
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**FINAL ELECTRICAL CONNECTION BY CUSTOMER**



AERIAL VIEW



**SITE PLAN**

SCALE: 1/64" = 1'-0"  
 NORTH

<b>Design #</b>	
0639461Ar3	
<b>Sheet</b>	2 of 4
<b>Client</b>	
#5619	
<b>Address</b>	
Friendship LN and US Hwy 87, Fredricksburg, TX	
<b>Account Rep.</b>	ROGER GHANTOUS LEAH CASALE
<b>Designer</b>	LEAH LANSFORD
<b>Date</b>	5/13/24
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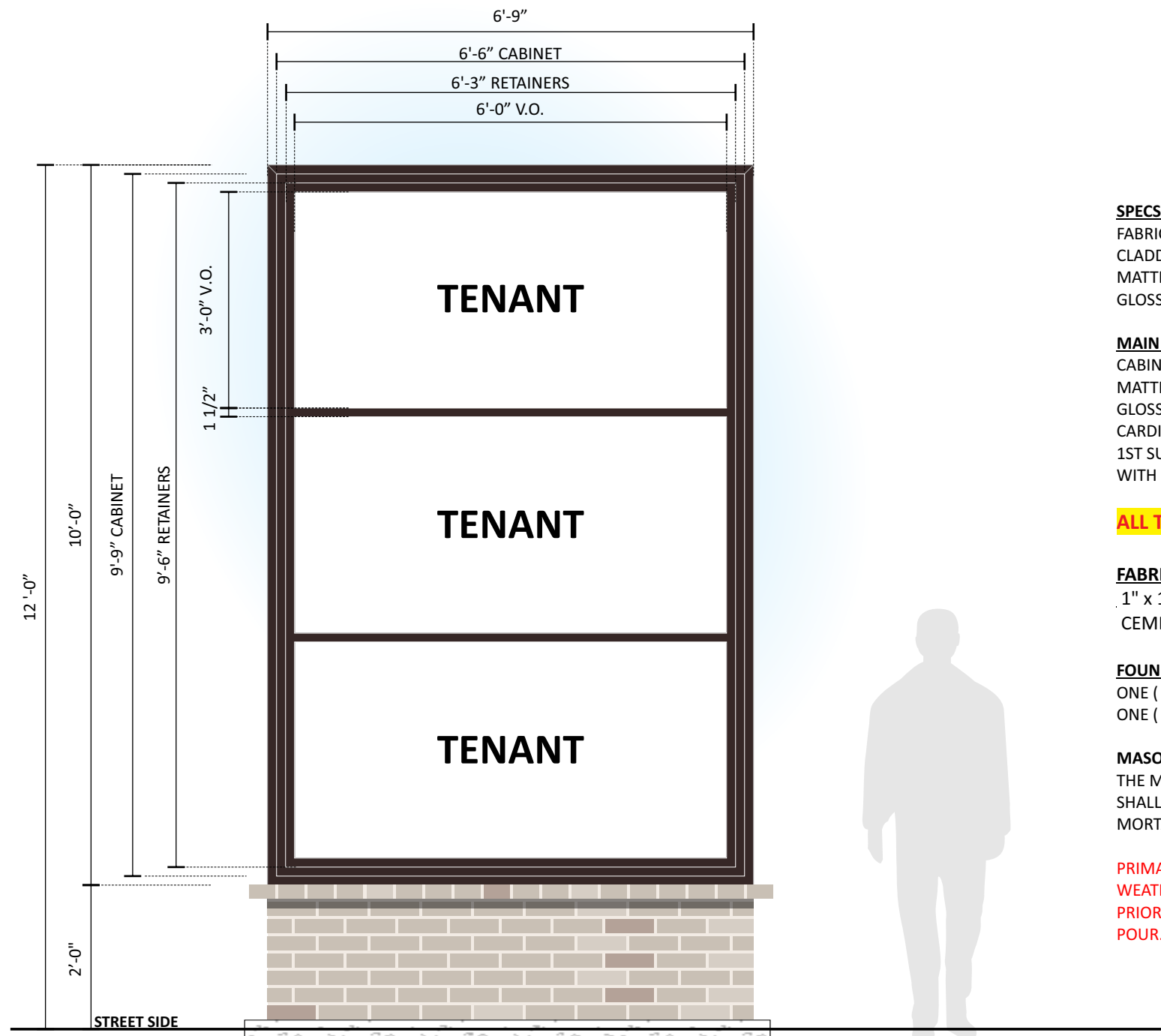
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**FINAL ELECTRICAL CONNECTION BY CUSTOMER**

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).



**SITE PLAN/KEY**



**SPECS:**

FABRICATED ALUM. FRAME WITH ALUMINUM CLADDING AND ALUM. FIN / FILLER PAINTED MATTHEWS #74155 DARK BRONZE, SEMI-GLOSS FINISH.

**MAIN ID LOGO FACES**

CABINET AND 1 1/2" RETAINERS PAINTED MATTHEWS #74155 DARK BRONZE, SEMI-GLOSS. WHITE PLEX FACES WITH 3M #3630-53 CARDINAL RED TRANSLUCENT VINYL APPLIED 1ST SURFACE. INTERNALLY ILLUMINATED WITH 7100K WHITE LEDS AS REQUIRED.

**ALL THREE FACES TO BE METERED SEPERATELY**

**FABRICATED BASE FRAME**

1" x 1" x .125" ALUMINUM SQ TUBE WITH 1/2" CEMENT BOARD.

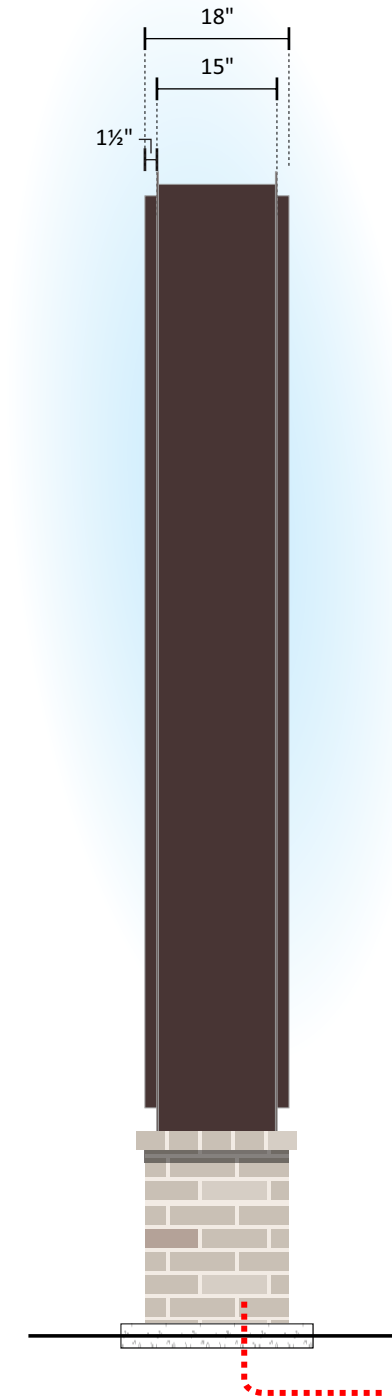
**FOUNDATION SYSTEM**

ONE ( 1 ) 4 1/2" O.D. x .237" WALL STEEL SUPPORT  
ONE ( 1 ) 24" x 5'-0" DEEP CONCRETE PIER.

**MASONRY / BRICK: BY G.C.**

THE MONUMENT BRICK MATERIAL AND DESIGN SHALL MATCH THE BUILDING MATERIAL AND MORTAR FINISH.

PRIMARY ELECTRIC RUN THRU NEC APPROVED WEATHER-PROOF CONDUIT - COORDINATE PRIOR TO CONCRETE FOUNDATION / PAD POUR.



**END VIEW**

ONE (1) 120v, 20a CIRCUIT REQ'D FOR FLUORESCENT LAMPS  
DISPLAY TO HAVE ON/OFF SERVICE SWITCHES

**A D/F MONUMENT**

ONE ( 1 ) REQUIRED - MANUFACTURE AND INSTALL

SCALE: 1/2" = 1'-0"

67.5 SQ. FT.

<b>Design #</b>	
0639461Ar3	
<b>Sheet</b>	3 of 4
<b>Client</b>	
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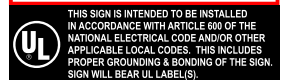
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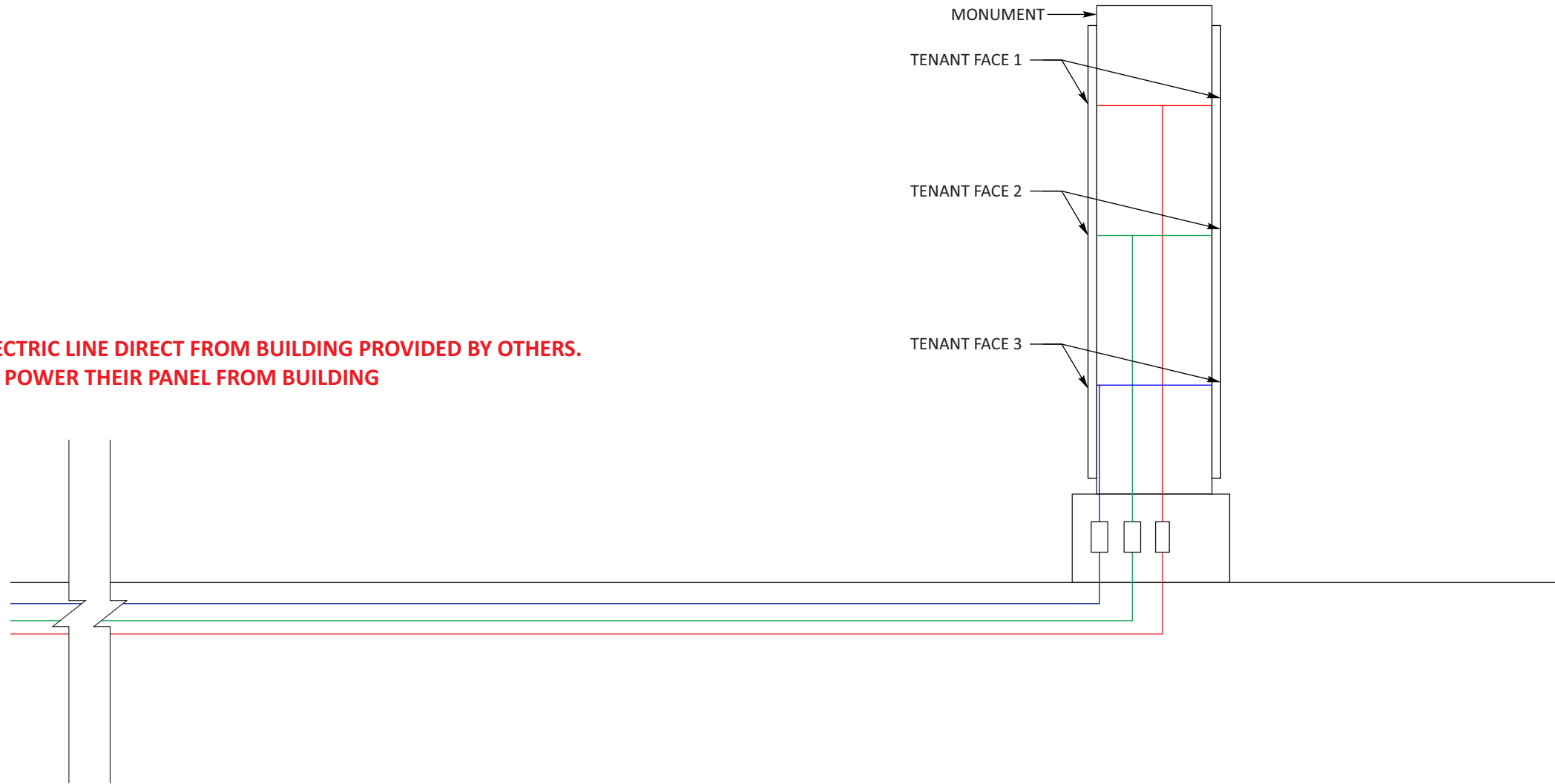
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**FINAL ELECTRICAL CONNECTION BY CUSTOMER**



A

**PLEASE NOTE: ELECTRIC LINE DIRECT FROM BUILDING PROVIDED BY OTHERS.  
EACH TENANT TO POWER THEIR PANEL FROM BUILDING**



**MAIN ELECTRICAL DIAGRAM FOR SEPARATE METERS**

**EACH FACE TO BE METERED SEPARATELY PER LL REQUEST**

NOT TO SCALE

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0639461Ar3	
<b>Sheet</b>	4 of 4
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**ELECTRONICALLY RECORDED**

**OFFICIAL PUBLIC RECORDS**



*Lindsey Brown*

Lindsey Brown, County Clerk  
Gillespie County, Texas  
06/18/2024 2:23 PM

FEE: \$ 189.00

JCOSTON

**20243121**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

*When recorded, return to:*  
Fellman Kapilian Law, P.C.  
54 Jaconnet Street, Suite 300  
Newton, MA 02461  
Attn: Scott H. Kapilian, Esq.

**RECIPROCAL EASEMENT AGREEMENT**

**THIS RECIPROCAL EASEMENT AGREEMENT** (the "Agreement") is made this 18th day of June, 2024 (the "Effective Date") by **FREDERICKSBURG CFA SERIES LLC**, a Delaware series limited liability company having an address of 83 Orchard Hill Park Drive, Leominster, Massachusetts 01453 (hereinafter referred to as "**FCFA**"), **FREDERICKSBURG RETAIL SERIES LLC**, a Delaware series limited liability company having an address of 83 Orchard Hill Park Drive, Leominster, Massachusetts 01453 (hereinafter referred to as "**FRETAIL**"), and **KBB REAL ESTATE LLC**, a Texas limited liability company, having an address of 1102 E. Main Street, Fredericksburg, Texas 78624 (hereinafter referred to as "**KBB**"). Each of **FCFA**, **FRETAIL** and **KBB** may be referred to individually as a "Party" and collectively, as the "Parties".

**WITNESSETH:**

**WHEREAS**, **FCFA** is the owner of that certain tract or parcel of land lying and being in Fredericksburg, Gillespie County, Texas, depicted as Lot 1AR-1 on that certain unrecorded plat attached hereto as "**Exhibit A**" (the "Plat") and being more particularly described on "**Exhibit B**" attached hereto and made a part hereof by this reference (hereinafter referred to as the "**Lot 1**"); and

**WHEREAS**, **FRETAIL** is the owner of that certain tract or parcel of land lying and being in Fredericksburg, Gillespie County, Texas, and adjacent to Lot 1, depicted as Lot 1AR-2 on the Plat and being more particularly described on "**Exhibit C**" attached hereto and made a part hereof by this reference (hereinafter referred to as "**Lot 2**"); and

**WHEREAS**, **KBB** is the owner of that certain tract or parcel of land lying and being in Fredericksburg, Gillespie County, Texas, and adjacent to Lot 1 and Lot 2, depicted as Lot 1AR-3 on the Plat and being more particularly described on "**Exhibit D**" attached hereto and made a part hereof by this reference (hereinafter referred to as "**Lot 3**"); and

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**WITNESSETH:**

**WHEREAS**, FCFA is the owner of that certain tract or parcel of land lying and being in Fredericksburg, Gillespie County, Texas, depicted as Lot 1AR-1 on that certain unrecorded plat attached hereto as "**Exhibit A**" (the "**Plat**") and being more particularly described on "**Exhibit B**" attached hereto and made a part hereof by this reference (hereinafter referred to as the "**Lot 1**"); and

**WHEREAS**, FRETAIL is the owner of that certain tract or parcel of land lying and being in Fredericksburg, Gillespie County, Texas, and adjacent to Lot 1, depicted as Lot 1AR-2 on the Plat and being more particularly described on "**Exhibit C**" attached hereto and made a part hereof by this reference (hereinafter referred to as "**Lot 2**"); and

**WHEREAS**, KBB is the owner of that certain tract or parcel of land lying and being in Fredericksburg, Gillespie County, Texas, and adjacent to Lot 1 and Lot 2, depicted as Lot 1AR-3 on the Plat and being more particularly described on "**Exhibit D**" attached hereto and made a part hereof by this reference (hereinafter referred to as "**Lot 3**"); and

**WHEREAS, FCFA, FRETAIL and KBB desire to establish certain easements and rights benefiting and burdening the Lots, as hereinafter provided.**

**NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) payable by FCFA and FRETAIL to KBB, the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties hereto, FCFA, FRETAIL and KBB do hereby covenant and agree as follows:**

1. **Definitions.** The following terms will have the definitions ascribed to them below.

(a) **“Owner” or “Owners”** means the record holder of fee simple title to a Lot (including its heirs, successors and assigns). An Owner also includes any Prime Lessee, except as expressly noted otherwise in this Agreement. In the event the record holder of fee simple title to a Lot consists of more than one Owner, the rights and obligations of the Owners of such Lot hereunder shall be joint and several.

(b) **“Prime Lessee” or “Prime Lessees”** means any lessee under a lease with any Owner for all or any portion of a Lot or the improvements located thereon. Prime Lessee includes the successors and assigns of the Prime Lessee, but does not include the subtenants, licensees or concessionaires of the Prime Lessee. An Owner may, by written notice to the other Lot Owners, designate any Prime Lessee occupying all or any portion of a Lot.

(c) **“Lot” or “Lots”** shall mean Lot 1, Lot 2, Lot 3 and any and every other Lot that may be subdivided, consolidated or otherwise created from any of the Lots in the future. Every subdivided or consolidated lot will be a Lot from the date of recording of a subdivision map showing the Lots, so that all references herein to any “Lot” or the “Lots” will apply with equal force to all such subdivided or consolidated parcels.

(d) **“Protected Access Drive”** shall refer to the access roads and driveways constituting the Lot 1 Access Easement Area, Lot 2 Access Easement Area and Lot 3 Access Easement Area.

2. **Benefited Parties/Binding Effect.** The rights, easements and obligations established in this Agreement shall run with the land and be binding upon, and for the benefit of, the Lots. The fee simple title holders of the Lots may delegate the right to use the easements granted herein to their respective tenants, subtenants, licensees, concessionaires, customers, invitees, employees, agents, contractors, successors and assigns; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public, nor shall it affect any real property other than the Lots.

3. **Easements and Related Provisions.**

(a) The Owner of Lot 1 hereby grants and conveys to (i) the Lot 2 Owner and each Lot 2 Prime Lessee for the benefit of and as an appurtenance to Lot 2, and (ii) the Lot 3 Owner

and each Lot 3 Prime Lessee for the benefit of and as an appurtenance to Lot 3, and for use by the Lot 2 Owner and any Lot 2 Prime Lessee, the Lot 3 Owner and any Lot 3 Prime Lessee, and all their respective tenants, subtenants, customers, invitees, employees, licensees, concessionaires and guests, in common with others entitled thereto, a non-exclusive, perpetual easement for vehicular and pedestrian access (but specifically excluding parking) (the "Lot 1 Access Easement") over, upon, across and through the portion of the access roads and driveways located, or to be located, on Lot 1 designated "Protected Access Drive" (the "Lot 1 Access Easement Area") on the site plan attached hereto as "Exhibit E" (the "Site Plan") providing ingress, egress and regress to and from Lot 2 and Lot 3 and Friendship Lane, as shown on the Site Plan. The Lot 1 Owner agrees not to, without the express written consent of the Lot 2 Owner, each Lot 2 Prime Lessee, the Lot 3 Owner and each Lot 3 Prime Lessee, erect, construct, or install any signage, buildings, or other improvements or make any future modifications to the Lot 1 Access Easement Area, which would obstruct the ingress, egress and regress or permitted use of the Lot 1 Access Easement Area described herein, provided the foregoing shall not prohibit the paving and required maintenance of the Lot 1 Access Easement Area and Protected Access Drive as set forth herein.

(b) The Owner of Lot 2 hereby grants and conveys to (i) the Lot 1 Owner and each Lot 1 Prime Lessee for the benefit of and as an appurtenance to Lot 1, and (ii) the Lot 3 Owner and each Lot 3 Prime Lessee for the benefit of and as an appurtenance to Lot 3, and for use by the Lot 1 Owner and any Lot 1 Prime Lessee, the Lot 3 Owner and any Lot 3 Prime Lessee, and all their respective tenants, subtenants, customers, invitees, employees, licensees, concessionaires and guests, in common with others entitled thereto, a non-exclusive, perpetual easement for vehicular and pedestrian access (but specifically excluding parking) (the "Lot 2 Access Easement") over, upon, across and through the portion of the access roads and driveways located, or to be located, on Lot 2 designated "Protected Access Drive" (the "Lot 2 Access Easement Area") on the Site Plan providing ingress, egress and regress to and from Lot 1 and Lot 3 and Friendship Lane, as shown on the Site Plan. The Lot 2 Owner agrees not to, without the express written consent of the Lot 1 Owner, each Lot 1 Prime Lessee, the Lot 3 Owner and each Lot 3 Prime Lessee, erect, construct, or install any signage, buildings, or other improvements or make any future modifications to the Lot 2 Access Easement Area, which would obstruct the ingress, egress and regress or permitted use of the Lot 2 Access Easement Area described herein, provided the foregoing shall not prohibit the paving and required maintenance of the Lot 2 Access Easement Area and the Protected Access Drive as set forth herein.

(c) The Owner of Lot 3 hereby grants and conveys to (i) the Lot 1 Owner and each Lot 1 Prime Lessee for the benefit of and as an appurtenance to Lot 1, and (ii) the Lot 2 Owner and each Lot 2 Prime Lessee for the benefit of and as an appurtenance to Lot 2, and for use by the Lot 1 Owner and any Lot 1 Prime Lessee, the Lot 2 Owner and any Lot 2 Prime Lessee, and all their respective tenants, subtenants, customers, invitees, employees, licensees, concessionaires and guests, in common with others entitled thereto, a non-exclusive, perpetual easement for vehicular and pedestrian access (but specifically excluding parking) (the "Lot 3 Access Easement" and collectively with the Lot 1 Access Easement and Lot 2 Access Easement, the "Access Easements") over, upon, across and through the portion of the access roads and driveways located, or to be located, on Lot 3 designated "Protected Access Drive"

(the "**Lot 3 Access Easement Area**") on the Site Plan providing ingress, egress and regress to and from Lot 1 and Lot 2 and U.S. Highway 87 as shown on the Site Plan. The Owner of Lot 3 hereby further grants and conveys to the Lot 1 Owner and each Lot 1 Prime Lessee for the benefit of and as an appurtenance to Lot 1, for the use by the Lot 1 Owner and any Lot 1 Prime Lessee and all tenants, subtenants, customers, invitees, employees, licensees, concessionaires and guests, a non-exclusive, perpetual easement for vehicular and pedestrian access (but specifically excluding parking) over, upon, across and through the area depicted as the "Access Easement" on the Site Plan for the sole purpose of providing Lot 1 Owner and Lot 1 Prime Lessee with the right to install driveway aprons, curbing and landscaping by the Lot 1 Owner solely within the area within the labeled "Access Easement" as shown on the Site Plan for the purpose of providing orderly egress from Lot 1 to the Lot 3 Access Easement Area. The Lot 3 Owner agrees not to, without the express written consent of: (A) the Lot 1 Owner, each Lot 1 Prime Lessee, the Lot 2 Owner and each Lot 2 Prime Lessee as to the Lot 3 Access Easement Area; and (B) the Lot 1 Owner and each Lot 1 Prime Lessee as to the "Access Easement" depicted on the Site Plan, erect, construct, or install any signage, buildings, or other improvements or make any future modifications to the Lot 3 Access Easement Area or "Access Easement", which would obstruct the access or permitted use of the Lot 3 Access Easement or "Access Easement" described herein, provided the foregoing shall not prohibit the paving and required maintenance of the Lot 3 Access Easement Area, Protected Access Drive and "Access Easement" as set forth herein.

(d) Each Lot Owner hereby grants and conveys to the other Lot Owners and each of their respective Prime Lessees for the benefit of and as an appurtenance to the other Lots, and for the use by the other Lot Owners and each of their respective Prime Lessees, a non-exclusive and perpetual utility easement for the installation, construction, tie-in, maintenance, repair and replacement of underground utilities, lines, cables, pipes, conduits, and other improvements, including without limitation underground water, electric, gas, telephone, telecommunications, sanitary sewer, and drainage lines for storm water (provided each Lot shall be responsible for its own storm water collection) (collectively, the "**Utility Facilities**"), within the Protected Access Drive and in the locations depicted on the Site Plan as the "**Utility and Drainage Easement Area**", including without limitation, tying into existing utility mains and lines for the purpose of providing separately metered utilities to each Lot or underground storm water or sanitary sewer drainage (collectively, the "**Utility and Drainage Easements**"). With respect to any Lot Owner or any Prime Lessee exercising its rights under the Utility and Drainage Easements, such Lot Owner or Prime Lessee exercising such Utility and Drainage Easement rights hereunder, as the case may be, shall perform such work so as to not unreasonably interfere with the operation of any business on the other Lots. The Owner of each of the Lots agrees not to erect, construct, or install any signage, buildings, or other improvements or make any future modifications to the Utility and Drainage Easement Area, which would obstruct the access or permitted use of the Utility and Drainage Easement described herein, provided the foregoing shall not prohibit the paving of the Utility and Drainage Easement Area.

(e) The utility easements set forth in (d) above shall be subject to the following limitations:

(i) In connection with any entry onto and the use of the Utility and Drainage Easement Area on another Lot for the purpose of installation, construction, tie-in, maintenance, repair or replacement of any Utility Facilities, each Owner shall take such commercially reasonable safety measures which are reasonably necessary to prevent injury to persons or property resulting from or in any way connected with the installation, construction, tie-in, maintenance, repair or replacement of any Utility Facilities.

(ii) Neither the access to the Utility and Drainage Easement Area granted hereunder nor the performance of the construction work contemplated herein shall unreasonably interfere with: (a) the operations of any other Owner or the tenants or occupants of any other Owner's Lot, their respective tenants, subtenants, licensees, concessionaires, customers, invitees, employees, agents, contractors, successors and assigns in their use of its respective Lot; or (b) vehicular and pedestrian access as provided in Sections 3(a), (b) and (c), above. During any Owner's maintenance and repair of Utility Facilities within the Utility and Drainage Easement Area, such Owner agrees to use commercially reasonable efforts to diligently and continuously complete all repairs and maintenance as quickly as reasonably possible.

(iii) Each Lot Owner shall have a duty to promptly restore any area disturbed by such Lot Owner's access and construction within the Utility and Drainage Easement Area located on the Lot of another Owner (including any disturbance caused by such Lot Owner's agents, employees, designees and/or contractors). Any restoration shall return the disturbed area to substantially the condition that existed prior to such Owner's access and use of the Utility and Drainage Easement Area.

(iv) Each Owner shall be responsible for maintaining its Utility Facilities in good condition and repair at all times. All work performed by any Owner or such Owner's agents, employees, designees and/or contractors within the Utility and Drainage Easement Area shall be diligently performed in a good and workmanlike manner and at such Owner's sole cost and expense.

(f) The following shall apply to the multi-tenant pylon sign on Lot 2:

(i) Subject to obtaining all applicable permits and approvals from all applicable permit granting authorities, FRETAIL shall erect, in connection with the construction of improvements on Lot 2, a free-standing shared multi-tenant pylon sign on Lot 2 in a location along Friendship Lane, with such location to be determined by the Lot 2 Owner in its sole discretion, with multiple sign cabinets of equal size with each sign cabinet accommodating two (2) sign panels (front and back) if the applicable permit granting authority permits a double-sided pylon sign and otherwise single sided panels (the "Lot 2 Pylon Sign"). The Lot 2 Pylon Sign shall contain all necessary electrical components of sufficient capacity to accommodate and power up multiple separate sign panels. Lot 2 Owner hereby grants to the Lot 3 Owner, for the benefit of Lot 3, the Lot 3 Owner and its Prime Lessee, an easement to utilize the bottom position on the Lot 2 Pylon Sign. By way of example: (a) in the event the Lot 2 Pylon Sign

contains two (2) sign cabinets, the Lot 2 Owner hereby grant to the Lot 3 Owner, for the benefit of Lot 3, the Lot 3 Owner and its Prime Lessee, an easement to utilize the second (bottom) position on the Lot 2 Pylon Sign comprising one half (1/2) of the available panel space on the Lot 2 Pylon Sign, (b) in the event the Lot 2 Pylon Sign contains three (3) sign cabinets, the Lot 2 Owner hereby grant to the Lot 3 Owner, for the benefit of Lot 3, the Lot 3 Owner and its Prime Lessee, an easement to utilize the third (bottom) position on the Lot 2 Pylon Sign comprising one third (1/3) of the available panel space on the Lot 2 Pylon Sign, (c) in the event the Lot 2 Pylon Sign contains four (4) sign cabinets, the Lot 2 Owner hereby grant to the Lot 3 Owner, for the benefit of Lot 3, the Lot 3 Owner and its Prime Lessee, an easement to utilize the fourth (bottom) position on the Lot 2 Pylon Sign comprising one quarter (1/4) of the available panel space on the Lot 2 Pylon Sign (with such panel and applicable panel position assigned to Lot 3 being hereafter referred to as the "Lot 3 Panel"). All of the sign panels on the Lot 2 Pylon Sign other than the Lot 3 Panel shall be referred to herein as the "Lot 2 Panels" and, subject to the remaining terms of this Section, the Lot 2 Owner shall be permitted to allocate the Lot 2 Panels in its sole discretion, including, without limitation, upon any further subdivision of Lot 2, allocating the Lot 2 Panels among the subdivided Lots as the Lot 2 Owner elects in its sole discretion. The Lot 3 Panel and Lot 2 Panels shall be for the exclusive use of, and identify, only the occupants of Lot 2 and Lot 3. The Lot 3 Panel shall not be divided into multiple panels and shall only contain one sign panel identifying one tenant or occupant of Lot 3. FRETAIL, in connection with the initial development of Lot 2, shall use diligent, good faith efforts to promptly obtain all permits and approvals for the Lot 2 Pylon Sign to be a multi-tenant shared pylon sign. The Owners covenant and agree to reasonably cooperate development of the Lots to allow for a multi-tenant shared pylon sign on Lot 2.

(ii) Subject to obtaining all applicable permits and approvals from all applicable permit granting authorities for the construction of the Lot 2 Pylon Sign, the Owner of Lot 2 hereby grants and conveys to the Lot 3 Owner, its successors and assigns, a perpetual easement for the right and privilege to access, place and affix the Lot 3 Panel on the Lot 2 Pylon Sign, and to maintain, repair and replace such panels. Such easement grant shall be limited to the Lot 3 Panel on the Lot 2 Pylon Sign and reasonable access over, across and upon the portion of Lot 2 shown and described on "Exhibit F" attached hereto to permit the Lot 3 Panel to be installed, replaced, maintained and operated by the Lot 3 Owner or its Prime Lessee in accordance with the terms of this Agreement. Lot 3 Owner and its Prime Lessee shall require all Lot 3 Panel vendors and repair personnel to park in designated parking areas on Lot 2 or in such other location as Lot 2 Owner may reasonably allow or designate so long as such alternative locations permit reasonable access to the Lot 3 Panel but in no event shall any of such vehicles obstruct the drive aisles of Lot 2 nor impede the flow of traffic to and from any drive-thru located on Lot 2.

(iii) The Lot 3 Owner, or its Prime Lessee, will have the right to place the Lot 3 Panel in the applicable position on the Lot 2 Pylon Sign, subject to the rights of Lot 2 Owner to use the Lot 3 Panel position until (A) a building permit has been issued in connection with the initial development of Lot 3, and (B) the Owner of Lot 3 elects, in its sole discretion, by written notice to Lot 2 Owner, to utilize the Lot 3 Panel as

provided herein. Each party attaching any identification panel(s) to the Lot 2 Pylon Sign shall, at its sole cost and expense, (i) obtain all permits and approvals required for such installation, (ii) fabricate its identification panel(s), install the panel(s) and connect the panel(s) to the power source provided, and (iii) maintain, repair and replace the identification panel(s) (including any backlit lighting) pursuant to governmental requirements, and in a safe condition and good state of repair. All sign panels shall be for the exclusive use of, and identify, only the occupants of Lot 2 and Lot 3, only. Any design for the Lot 3 Panel shall be subject to the prior written approval of Lot 2 Owner, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, such approval shall not be required if the occupant of Lot 3 is a national or regional tenant that is using its prototypical sign design that it uses at substantially all of its other locations on the Lot 3 Panel. Upon receiving any such request for approval of the Lot 3 Panel, Lot 2 Owner will have fourteen (14) days to respond to such request. If Lot 2 Owner fails to respond within the fourteen (14) day period, Lot 2 Owner will be deemed to have approved such request.

(iv) Subject to obtaining all necessary permits for the Lot 2 Pylon Sign, FRETAIL will initially construct and install the Lot 2 Pylon Sign at its sole cost and expense in accordance with all applicable laws, rules, regulations, ordinances and orders. The operation, maintenance, repair and replacement of the Lot 2 Pylon Sign (including electricity) shall be performed by the Lot 2 Owner or any Lot 2 Prime Lessee designated by the Lot 2 Owner, except with respect to the individual panels for each Lot or occupant thereof which each respective Owner or tenant shall maintain in accordance with this Section 3(f). Lot 2 Owner covenants and agrees to maintain the Lot 2 Pylon Sign (excluding the Lot 3 Panel) in good condition and state of repair and in compliance with all applicable laws, rules, regulations, ordinances and orders. Following the development of Lot 3 and the placement by the Lot 3 Owner or any Lot 3 Prime Lessee of the Lot 3 Panel on the Lot 2 Pylon Sign, the Lot 2 Owner or the Lot 2 Prime Lessee, shall maintain and operate the Lot 2 Pylon Sign at its sole cost and expense, including the cost of electricity. The Lot 2 Owner or Lot 2 Prime Lessee, as the case may be, shall keep, or cause to be kept, the Lot 2 Pylon Sign lighted during the hours of operation of each Owner or Prime Lessee or other tenant, subtenant or other occupant whose business is identified on the Lot 2 Pylon Sign (beginning one half hour before dusk), and the Lot 3 Owner or Lot 3 Prime Lessee shall reimburse FRETAIL, the Lot 2 Owner or Lot 2 Prime Lessee, as applicable, for its pro rata share of (y) the costs of electricity calculated by dividing the area of such Owner, Prime Lessee, or other tenant's sign panel by the total area of all panels on the Lot 2 Pylon Sign, unless the Lot 3 Panel is separately metered, in which case, the Lot 3 Owner or Lot 3 Prime Lessee shall pay such electric utility costs directly to the electric utility provider, and (z) the costs to maintain, repair and replace, as necessary the Lot 2 Pylon Sign structure and electric utility equipment (but specifically excluding the cost to maintain, repair and replace the individual sign panels which shall be the responsibility of the applicable Lot Owner, Prime Lessee or other tenant or occupant) within thirty (30) days following receipt of invoice from FRETAIL or the Lot 2 Owner or Lot 2 Prime Lessee, as applicable. Lot 3 Owner, or its Prime Lessee, shall have no obligation to pay or reimburse any costs, fees or expenses related to the Lot 2 Pylon Sign unless and until Lot 3 Owner elects to utilize the Lot 3 Panel as provided herein.

(v) For purposes of this Section 3(f), in the event Lot 2 is subdivided, references to Lot 2 Owner shall be deemed to refer to the then-current owner of the real property upon which the Lot 2 Pylon Sign is installed.

(g) The Lot 2 Owner hereby grants to the Lot 3 Owner and any Lot 3 Prime Lessee, for the benefit of Lot 3 and as an appurtenance to Lot 3, and for use by the Lot 3 Owner and any Lot 3 Prime Lessee, and all tenants, subtenants, customers, invitees, employees, licensees, concessionaires and guests, in common with others entitled thereto a general non-exclusive, perpetual easement for vehicular and pedestrian access and egress (but specifically excluding any parking rights) over, upon, across and through the access roads, driveways, parking areas, and sidewalks located on Lot 2 from time to time; provided however, in no event shall the Lot 2 Owner or any Lot 2 Prime Lessee be required to maintain any access points between Lot 2 and Lot 3.

(h) The Lot 3 Owner hereby grants to the Lot 2 Owner and any Lot 2 Prime Lessee, for the benefit of Lot 2 and as an appurtenance to Lot 2, and for use by the Lot 2 Owner and any Lot 2 Prime Lessee, and all tenants, subtenants, customers, invitees, employees, licensees, concessionaires and guests, in common with others entitled thereto a general non-exclusive, perpetual easement for vehicular and pedestrian access and egress (but specifically excluding any parking rights) over, upon, across and through the access roads, driveways, parking areas, and sidewalks located on Lot 3 from time to time; provided however, in no event shall the Lot 3 Owner or any Lot 3 Prime Lessee be required to maintain any access points between Lot 2 and Lot 3.

(i) KBB hereby grants and conveys to FCFA, for the benefit of and as an appurtenance to Lot 1, and to FRETAIL, for the benefit of and as an appurtenance to Lot 2, a temporary construction easement (the "**Lot 3 Temporary Construction Easement**") for the benefit of Lot 1 and Lot 2 and burdening any areas on Lot 3 that lie within twenty (20) feet of the boundary between Lot 1 and Lot 3 and between Lot 2 and Lot 3 (the "**Lot 3 Temporary Construction Easement Area**") for the construction by FCFA and/or FRETAIL, as the case may be, of (x) improvements on Lot 1 and Lot 2, (y) the Protected Access Drive, and (z) the connection points between the paving of the Protected Access Drive on the Lots which shall be a smooth and level transition. FCFA and FRETAIL shall perform any work within the Lot 3 Temporary Construction Easement Area so as to not unreasonably interfere with the operation of business on Lot 3 or access to Lot 3 by Lot 3 Owner or any of its tenants, subtenants, licensees, concessionaires, customers, invitees, employees, agents, contractors, successors and assigns. This Lot 3 Temporary Construction Easement will automatically terminate, without further action of the Parties, on the earlier to occur of (y) commencement of construction of vertical improvements on Lot 3, and (z) December 31, 2024.

(j) FRETAIL hereby grants and conveys to Lot 3 Owner, for the benefit of and as an appurtenance to Lot 3, a temporary construction easement (the "**Lot 2 Temporary Construction Easement**") and collectively with the Access Easements, Utility and Drainage Easements and Lot 3 Temporary Construction Easement, the "**Easements**") for the benefit of Lot 3 and burdening any areas on Lot 2 that lie within twenty (20) feet of the boundary between Lot 2 and Lot 3 (the "**Lot 2 Temporary Construction Easement Area**") for the construction by Lot 3 Owner, of (y) improvements on Lot 3, and (z) the connection points between the

paving of the Protected Access Drive on Lot 2 and Lot 3 which shall be a smooth and level transition. Lot 3 Owner shall perform any work within the Lot 2 Temporary Construction Easement Area so as to not unreasonably interfere with the operation of business Lot 2 or any Lot 2 tenants or occupants. This Lot 2 Temporary Construction Easement will automatically terminate, without further action of the Parties, on the earlier to occur of (y) commencement of construction of vertical improvements on Lot 2, and (z) [December 31, 2024].

(k) Each Owner agrees that it shall at no time erect, construct, or cause to be erected or constructed, or permit to be erected or constructed, any fence, wall, curb or other barrier between the Lot of any other Owner and the Protected Access Drive. Furthermore, no Owner or Prime Lessee shall interfere with, block, restrict, or disrupt, or permit its tenants, subtenants, licensees, concessionaires, customers, invitees, employees or agents to interfere with, block, restrict or disrupt, the free flow of traffic on and along the Protected Access Drive, or in any manner interfere with or restrict the full and complete use and enjoyment of the easements created hereby by the other Owners or any Prime Lessees of the other Owners, their respective tenants, subtenants, licensees, concessionaires, customers, invitees, employees, agents, contractors, successors and assigns.

(l) The Owners covenant and agree that following completion of the initial construction of the Protected Access Drive, no Owner shall change the location of the Protected Access Drive, change the elevation or finish grade of the Protected Access Drive, or otherwise reduce or change the connection points between the Lots without the prior written consent of each of the other Owners which shall not be unreasonably withheld, conditioned, delayed or denied. Any change to the Protected Access Drive shall be evidenced by a written amendment to this Agreement and no change shall eliminate or materially impair ingress and egress between (i) Friendship Lane to Lot 3, (ii) U.S. Highway 87 to Lot 1, or (iii) U.S. Highway 87 to Lot 2.

(m) This Agreement does not dedicate the Easements or any other easement rights created herein to the general public, nor does this Agreement restrict the use and development of Lots except as stated herein.

(n) Each Owner acknowledges and agrees that the Owner of each Lot may continue to utilize any Utility and Drainage Easement Area for all purposes not inconsistent with the rights granted herein. Notwithstanding anything herein to the contrary, for avoidance of doubt, no Owner shall be required to obtain the consent of the other Owners in the event that such Owner desires to subdivide its Lot into two or more Lots.

**4. Construction of Protected Access Drive and Utilities; Maintenance; Manner of Performing Work; Restriction on Use.**

(a) In connection with the initial development of Lot 1, FCFA shall, at FCFA's sole cost and expense, construct any deceleration lane required by the City of Fredericksburg from Friendship Lane in to Lot 2 in a good and workmanlike manner and in accordance with any and all applicable local, city and state requirements for the construction thereof as well as the Protected Access Drive in the location shown on the Site Plan in accordance with the

Protected Access Drive Plans and Specifications attached hereto as “**Exhibit G**”. FCFA shall complete the construction of any deceleration lane required by the City of Fredericksburg along Friendship Lane, and the Protected Access Drive within twelve (12) months of the date hereof. Furthermore, FCFA shall, at FCFA’s sole cost and expense, obtain within twelve (12) months from the date hereof any consent or variance required from the Texas Department of Transportation to facilitate the right-turn, only, exit from Lot 3 to U.S. Highway 87 and promptly provide the Owner of Lot 3 with a true, correct and complete copy thereof promptly upon receipt.

(b) In connection with the initial development of Lot 1 and the installation of utilities for the benefit of Lot 1, FCFA shall, no later than twelve (12) months from the Effective Date, install the following utilities within the Utility and Drainage Easement Area for the benefit of Lot 3: (i) water and sewer, (ii) gas sleeve, (iii) fiber optic conduit, (iv) electric conduit to Lot 2 Pylon Sign, and (v) stormwater drainage (the “**Lot 3 Utility Facilities**”). The Lot 3 Utility Facilities shall be installed by FCFA’s contractor installing utilities on Lot 1, in a good and workmanlike manner, lien free, in accordance with plans and specifications approved, in writing, or deemed approved, by KBB, in accordance with all applicable laws, codes, rules, statutes and regulations of any governmental authority having jurisdiction thereof, and stubbed to the locations shown on the Site Plan. FCFA or its contractor shall be responsible for obtaining all necessary permits and approvals for the construction and installation of the Lot 3 Utility Facilities and will provide a true, correct and complete copy of all such permits and approvals to KBB prior to commencement of construction of the Lot 3 Utility Facilities. Prior to commencement of construction of the Lot 3 Utility Facilities, FCFA shall deliver to KBB, the plans and specifications for the Lot 3 Utility Facilities (the “**Lot 3 Utility Plans**”), for KBB’s review and approval, which approval shall not be unreasonably withheld, conditioned or delayed provided the Lot 3 Utility Plans are consistent with the Lot 3 Utility Specifications attached hereto as “**Exhibit H**”. With respect to any electric, telephone, cable or telecommunications utilities, the Lot 3 Utility Facilities shall only include the installation of suitable underground conduit stubbed to the locations shown on the Site Plan, with KBB being responsible, at KBB’s sole cost and expense, for installation of any related cabling, wiring and associated equipment and facilities to initiate service from the applicable utility provider. In the event KBB fails to respond to FCFA in writing, within ten (10) business days of KBB’s receipt of the Lot 3 Utility Plans, either approving or disapproving the Lot 3 Utility Plans, which disapproval must be accompanied by specific detailed comments providing the basis for such disapproval, KBB’s approval of the Lot 3 Utility Plans shall be deemed granted. In connection with the closing of the purchase of Lot 1 and Lot 2 by FCFA and FRETAIL from KBB, KBB shall deposit with the Stewart Title Guaranty Company (“**Escrow Agent**”), as Escrow Agent, an amount equal to One Hundred Forty-One Thousand Eight Hundred Sixty-Seven Dollars (\$141,867.00) (the “**Lot 3 Utility Work Costs Escrow**”). Following substantial completion of the Lot 3 Utility Facilities, KBB shall reimburse FCFA for the actual, reasonable out-of-pocket cost of installation of the Lot 3 Utility Facilities, without markup (the “**Lot 3 Utility Work Costs**”); provided however, in no event shall KBB’s obligation to reimburse FCFA for the Lot 3 Utility Work Costs exceed the Lot 3 Utility Work Costs Escrow. Within two (2) business days of final completion of the Lot 3 Utility Facilities as evidenced by a certificate of final completion of the Lot 3 Utility Facilities issued by FCFA and FCFA’s general contractor which certification shall include the final Lot 3 Utility Work Costs and an unconditional waiver and release of final payment from FCFA’s general

contractor in the form promulgated by Section 53.284 of the Texas Property Code, as may be amended, KBB shall instruct the Escrow Agent to release such portions of the Lot 3 Utility Work Costs Escrow in an amount of the Lot 3 Utility Work Costs certified by FCFA and FCFA's general contractor to FCFA and KBB. Following payment of the Lot 3 Utility Work Costs to FCFA, the Escrow Agent shall release any remaining balance of the Lot 3 Utility Work Costs Escrow to KBB. If FCFA fails to install the Lot 3 Utility Facilities in accordance with the terms of this Section on or before twelve (12) months from the Effective Date, KBB may, by not less than thirty (30) days prior written notice to Escrow Agent, with a copy to FCFA, direct Escrow Agent to promptly deliver any undisbursed portions of the Lot 3 Utility Work Costs Escrow to KBB and KBB shall be permitted to promptly complete the installation of the Lot 3 Utility Facilities, in which event, FCFA shall be relieved of any further obligation to complete the Lot 3 Utility Facilities. In the event KBB exercises such self-help rights, FCFA and FRETAIL covenant and agree to cooperate with KBB with respect thereto, at no further cost to FCFA or FRETAIL, and FCFA and FRETAIL hereby grant to KBB and its contractors and subcontractors reasonable access to those portions of the Utility and Drainage Easement Areas located on Lot 1 and Lot 2 reasonably necessary to install the Lot 3 Utility Facilities, and thereafter FCFA shall have no further obligations whatsoever with respect to the Lot 3 Utility Facilities; provided however, in the event FCFA substantially completes the Lot 3 Utility Facilities within such thirty (30) day notice period, Escrow Agent shall not release any portion of the Lot 3 Utility Work Costs Escrow to KBB except as otherwise provided herein and KBB shall not be permitted to exercise such self-help rights. KBB shall be responsible, at its sole cost and expense, for all connection fees, tap fees, service fees and usage fees and charges in connection with the Lot 3 Utility Facilities. KBB and any subsequent Owner of Lot 3 shall be responsible, at its sole cost and expense, for all maintenance, repair and replacement of the Lot 3 Utility Facilities. Following the initial construction and installation of the Lot 3 Utility Facilities, FCFA shall have no further obligations with respect to such Lot 3 Utility Facilities. FCFA shall not be deemed to be the agent or representative of KBB in the construction or installation of the Lot 3 Utility Facilities and shall have no right, power or authority to encumber Lot 3 or obligate KBB in any manner. Lot 2 Owner and Lot 3 Owner covenant and agree to promptly execute and deliver (within ten (10) days of receipt of written request) such easements as any utility provider may reasonably require with respect to the Lot 3 Utility Facilities. FCFA agrees to defend, indemnify and hold harmless Lot 3 and KBB and its members, managers, officers, affiliates and their respective representatives, agents, successors and assigns (collectively, the "**KBB Parties**") from and against any and all claims, liens, causes of action, damages, costs, losses and expenses (including reasonable attorneys' fee) for personal injury, death, or damage to any property to the extent arising out of or resulting from the construction or installation of the Lot 3 Utility Facilities EXCEPT TO THE EXTENT THE SAME ARE CAUSED BY OR ARISE FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE KBB PARTIES. In the event KBB exercises the self-help rights set forth in this Section 4(b), KBB agrees to defend, indemnify and hold harmless Lot 2 and FRETAIL and its members, managers, officers, affiliates and their respective representatives, agents, successors and assigns (collectively, the "**FRETAIL Parties**") from and against any and all claims, liens, causes of action, damages, costs, losses and expenses (including reasonable attorneys' fee) for personal injury, death, or damage to any property to the extent arising out of or resulting from the construction or installation of the Lot 3 Utility

Facilities EXCEPT TO THE EXTENT THE SAME ARE CAUSED BY OR ARISE FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE FRETAIL PARTIES.

(c) Lot 1 Owner will maintain, repair and restore, or cause the Lot 1 Prime Lessee to maintain, repair and restore (including snow removal each applicable morning before 7 a.m.), the portion of the Protected Access Drive from the Friendship Lane entrance to the U.S. Highway 87 exit and the "Access Easement" identified on the Site Plan as "**Lot 1 Protected Access Drive Maintenance Area**" in accordance with first-class shopping center standards and practices. Lot 2 Owner and the Lot 3 Owner shall each be responsible for its pro-rata share of the cost of any maintenance, repairs or restoration of the Lot 1 Protected Access Drive Maintenance Area, and shall each reimburse the Lot 1 Owner (or, if directed by the Lot 1 Owner, the Lot 1 Prime Lessee performing such maintenance, repair and restoration) accordingly. The other Lot Owners' pro-rata share shall be calculated based on the total square footage of such Owner's Lot compared to the total square footage of all the Lots. Such reimbursement from Lot 2 Owner and Lot 3 Owner to Lot 1 Owner (or Lot 1 Prime Lessee, as applicable) shall be paid within thirty (30) days of receipt of an invoice therefor from Lot 1 Owner or Lot 1 Prime Lessee, as applicable, which invoice shall be submitted no more frequently than quarterly, and shall include reasonable detail of the costs incurred, along with copies of paid invoices.

(d) Lot 2 Owner will maintain, repair and restore, or cause the Lot 2 Prime Lessee to maintain, repair and restore (including snow removal each applicable morning before 7 a.m.), the portion of the Protected Access Drive from the Friendship Lane entrance easterly to the easterly boundary line of Lot 2, identified on the Site Plan as "**Lot 2 Protected Access Drive Maintenance Area**" in accordance with first-class shopping center standards and practices. Lot 1 Owner and Lot 3 Owner shall each be responsible for its pro-rata share of the cost of any maintenance, repairs or restoration of the Lot 2 Protected Access Drive Maintenance Area, and shall each reimburse the Lot 2 Owner (or, if directed by the Lot 2 Owner, the Lot 2 Prime Lessee performing such maintenance, repair and restoration) accordingly. The other Lot Owners' pro-rata share shall be calculated based on the total square footage of such Owner's Lot compared to the total square footage of all the Lots. Such reimbursement from Lot 1 Owner and Lot 3 Owner to Lot 2 Owner (or Lot 2 Prime Lessee, as applicable) shall be paid within thirty (30) days of receipt of an invoice therefor from Lot 2 Owner or Lot 2 Prime Lessee, as applicable, which invoice shall be submitted no more frequently than quarterly, and shall include reasonable detail of the costs incurred, along with copies of paid invoices.

(e) Upon request of any other Owner, the maintenance and repair work contemplated herein shall be performed during non-business hours to avoid disruption of business and shall be performed on an expedited basis. Except in the case of an emergency when no notice shall be required, any maintenance work within the Protected Drive, including without limitation any work with respect to the Utility Facilities, shall require thirty (30) days prior written notice to the other Owners describing in reasonable detail the nature of the maintenance and repairs and estimated period of time that any disruption would be expected. At no time shall the entire Protected Drive be closed.

(f) Each Lot Owner shall maintain, or cause to be maintained, its Lot in good condition and state of repair, consistent with other first-class retail shopping centers. All lighting shall be maintained in good operation and repair, including prompt and regular replacement of light bulbs as needed. Whenever an Owner shall perform any construction, maintenance, repairs or replacements on its Lot or as otherwise permitted herein, such work shall be performed expeditiously and in a good and workmanlike, lien free, manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to avoid unreasonable disruption to any business operations being conducted on the surrounding land as is reasonably practicable. In the event any Owner fails to maintain any portion of the Protected Access Drive or parking areas, drive aisles, sidewalks or landscaped areas on its Lot (the "Defaulting Owner") and such failure continues for thirty (30) days following receipt of written notice of such failure by any other Owner or Prime Lessee, any other Owner or Prime Lessee, as the case may be (the "Performing Party"), shall have the right (but not the obligation) to perform such maintenance and repair and the Defaulting Owner shall reimburse such Performing Party, the reasonable costs and expenses incurred by such Performing Party in connection with performing such maintenance and repair within thirty (30) days of receipt of an invoice therefor.

(g) Except as specifically set forth herein with respect to any reimbursement obligations of each Owner with respect to maintenance, repair or replacement of the Protected Access Drive or any Lot 2 Pylon Sign, no Owner of any Lot or any Prime Lessee shall be responsible for any common area expenses, including, without limitation, any common area utility charges.

(h) No Owner of any Lot shall lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied, any portion its Lot for any of the following: a theater of any kind; bowling alley, skating rink, amusement park, carnival or circus; meeting hall, place of instruction, sporting event or other sports facility, auditorium or any other like place of public assembly; a gym or fitness center occupying more than 5,000 square feet of space; mortuary or funeral parlor; establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop (other than (i) any nationally recognized autoparts retailer with at least 100 locations which does not conduct repairs on site, which shall include, without limitation O'Reilly's, Auto Zone or Advance Auto, (ii) any nationally recognized oil change service retailer with at least 100 company locations, which shall include without limitation, Take 5 Oil Change, Valvoline Instant Oil Change or Jiffy Lube, or (iii) any regionally or nationally recognized wheel and tire and/or autoparts retailer and automobile service center operations similar to, but without limitation, Discount Tire, Direct Tire, and Firestone Complete Auto Care Center), or gas station (other than any regionally or nationally recognized branded fueling facility with associated convenience store and/or restaurant); or any establishment selling trailers; billiard parlor (other than an upscale billiard parlor such as Kings); tavern, pub, bar or liquor store (this shall not prohibit the operation of a restaurant whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption does not exceed forty percent (40%)); pawn shop; amusement center (other than as part of a restaurant), flea market, massage parlor (other than a facility such as the type operated by Massage Envy or as part of a medical or rehabilitation operation), "disco" or other dance hall, tattoo or body piercing parlor; casino, gaming room, or "off track betting"

operation; for the sale of paraphernalia for use with illicit drugs or for the sale of marijuana; or for the sale, rental or display of pornographic materials.

(i) No portion of Lot 2 or Lot 3 will be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. For the purposes of this Agreement, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross food sales from the sale of chicken (the "Chicken Restriction"). A "restaurant" includes any business establishment, including, without limitation, a kiosk, stand, booth, food truck or area located inside another business facility, which business establishment shall be tested independently for purposes of the Chicken Restriction from the sales of the overall business facility. Solely with respect to Lot 2 only, the foregoing restriction shall not apply to Panda Express or any successor concept to, or name change from, Panda Express.

(j) Without limiting the use restrictions set forth in subsection (i) above, no portion of Lot 2 or Lot 3 will be leased, used or occupied by or for any of the following: McDonald's, Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, Ezell's Famous Chicken, Roy Rogers, Fuku, Slim Chickens, Shake Shack or Habit Burger.

(k) No portion of Lot 1 or Lot 2 shall be leased, used or occupied for the operation of a hardware retailer, paint retailer, or lawn or garden retailer (each a "**Restricted Operation**"); provided the foregoing shall not apply to any convenience store, pharmacy, or other store which does not derive more than ten percent (10%) of its gross sales from the sale of items customarily sold by a Restricted Operation.

(l) Without limiting the Lot 1 Owner's or any Lot 1 Prime Lessee's right to reconfigure the access drives, drive aisles and parking areas on Lot 1 from time to time in its respective sole discretion, except with respect to the location of the Protected Access Drive as set forth above, in the event the Lot 1 Owner or Lot 1 Prime Lessee constructs any parking spaces along the eastern boundary line of Lot 1 and the western boundary line of the Protected Access Drive, directly adjacent to the Protected Access Drive, any such spaces having direct access to the Protected Access Drive (meaning no curbing or wheel stop between such parking space and the Protected Access Drive) shall be designated as "Employee Only" parking spaces ("**Employee Parking Spaces**") for use only by employees of the Lot 1 Owner or any Lot 1 Prime Lessee. The Lot 1 Owner shall erect adequate "Employee Only Parking" signs identifying such Employee Parking Spaces. To the extent the Lot 1 Owner or any Lot 1 Prime Lessee constructs any additional parking spaces in tandem to the Employee Parking Spaces, there shall be wheel stops in between the Employee Parking Spaces and the non-Employee Parking Spaces to prevent any party from driving from the non-Employee Parking Spaces through such Employee Parking Spaces into the Protected Access Drive.

(m) Without limiting the Lot 2 Owner's or any Lot 2 Prime Lessee's right to reconfigure the access drives, drive aisles and parking areas on Lot 2 from time to time in its respective sole discretion, except with respect to the location of the Protected Access Drive as

set forth above, in the event the Lot 2 Owner or any Lot 2 Prime Lessee constructs any parking spaces along the western boundary line of Lot 2 and the eastern boundary line of the Protected Access Drive, directly adjacent to the Protected Access Drive, such parking spaces shall be either curbed in or have wheel stops which prevent direct access from such parking spaces to the Protected Access Drive.

5. **Insurance and Indemnification.** Each Owner shall maintain, or cause to be maintained by its Prime Lessee, in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One-Million and No/100 Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, with minimum excess or umbrella policy limits of not less than One-Million and No/100 Dollars (\$1,000,000.00) per occurrence, and the other Owners and their respective designated, in writing, Prime Lessees shall be an additional insured under such policy. Each Owner shall further maintain, or cause to be maintained by its Prime Lessee, adequate worker's compensation insurance at all times during construction activities in the minimum statutory limits required by the State of Texas. All insurance shall be procured from a company licensed in the State of Texas shall be rated by Best's Insurance Reports not less than A-/VIII and shall not be cancelable without thirty (30) days prior written notice to additional insureds. Upon written request, each Owner shall provide a certificate of such insurance coverage to the other Owners. An Owner or a Prime Lessee having a net worth of One Hundred Million Dollars (\$100,000,000) or more may self-insure this obligation.

To the full extent permitted by law, each Owner and Prime Lessee ("Indemnitor") covenants and agrees to defend, protect, indemnify and hold harmless each other Owner and Prime Lessee ("Indemnitee") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses (excluding punitive and consequential damages), expenses and liability (including reasonable attorney's fees and costs of suit) arising from or as a result of the injury to or death of any person, or damage to the property of any person: (i) which shall occur on the Lot owned by such Indemnitor or occupied by such Prime Lessee except for claims caused by the negligence or willful misconduct of such Indemnitee, or such Indemnitee's tenants, subtenants, licensees, concessionaires, employees, agents, contractors or subcontractors, or employees of any tenant, subtenant, licensee, concessionaire, agent, contractor or subcontractor; and (ii) which shall occur on a Lot other than the Lot owned by such Indemnitor or occupied by such Prime Lessee and arising out of the negligence or willful misconduct of such Indemnitor or such Indemnitor's tenants, subtenant, licensees, concessionaires, employees, agents, contractors or subcontractors or employees of any tenant, subtenant, licensee, concessionaire, agent, contractor or subcontractor. The Indemnitee shall promptly notify the Indemnitor in writing of any claim, and shall cooperate with the Indemnitor in the defense of such claim. The Indemnitee shall not compromise or settle any claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed.

6. **Extent of Liability; Remedies.** Notwithstanding any other provision contained in this Agreement to the contrary, each Owner, on behalf of itself and its respective Prime Lessees, hereby expressly agrees that the obligations and liability of each of them shall be limited solely to such Owner's interest in its respective Lot(s), as such interest is constituted

from time to time. Each of Owner, on behalf of itself and its respective Prime Lessees, agrees that any claim against an Owner hereto shall be confined to and satisfied only out of, and only to the extent of, such Owner's interest in its Lot(s), as such interest is constituted from time to time. If any Owner or its respective Prime Lessee violates the terms of this Agreement, following prior written notice and a fifteen (15) day period during which the defaulting Owner or such Prime Lessee has the opportunity to cure such default (except in the case of emergency, in which case such notice as is reasonable under the circumstances must be provided), the non-defaulting Owner or its Prime Lessee shall have: (i) the right of self-help, but not the obligation, to enter the defaulting Owner's property and cure such default and the defaulting Owner shall reimburse such non-defaulting Owner the reasonable costs and expenses incurred by the non-defaulting Owner in connection with curing such default within thirty (30) days of such defaulting Owner's receipt of an invoice therefor; or (ii) exercise all remedies available at law or in equity (including, without limitation, the right to specific performance and injunctive relief). Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof.

7. **Duration; Easements Run with the Land.** The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

8. **Subdivision.** Any further subdivision of any Lot shall be subject to the terms and conditions hereof and any deed conveying such further subdivided Lots shall contain suitable provisions establishing connection points between subdivided Lots such that at all times, the Access Easements and the Protected Access Drive created hereby are preserved in perpetuity. The cost and expense to establish, construct and maintain such additional connection points shall be at the sole cost and expense of the Owner of the Lot, or its successors and assigns, being subdivided.

9. **Rights and Obligations of Prime Lessees.** Notwithstanding anything contained herein to the contrary, an Owner may grant to a Prime Lessee one or more of its rights and/or obligations under this Agreement including, without limitation, (a) to perform such Owner's obligations, (b) to enforce this Agreement on behalf of such Owner (including, without limitation, the exercise of such Owner's self-help rights), (c) to cure a default or breach hereunder by such Owner, and/or (d) otherwise exercise the rights and remedies available to such Owner under this Agreement. The performance of such obligations and exercise of such rights by a Prime Lessee shall be accepted by the other Owners and Prime Lessees as if effected by the designating Owner. This Section 9 is provided solely to allow the performance of an obligation or the exercise of a right by a designated Prime Lessee and does not relieve the designating Owner of its obligation(s) hereunder or prohibit such Owner's exercise of any right under this Agreement. Notwithstanding the foregoing rights of a Prime Lessee, in no event shall the Prime Lessee have any right to amend, cancel, terminate or otherwise modify this Agreement, which shall require the express written consent of the designating Owner.

10. **Notices.** All notices, requests, claim and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be addressed to the intended recipient as set forth below:

- If to FCFA:               Fredericksburg CFA Series LLC  
83 Orchard Hill Park Drive  
Leominster, Massachusetts 01453  
Email: [g@lisciotti.com](mailto:g@lisciotti.com)
- With a copy to:       Fellman Kapilian Law, P.C.  
Attn: Scott H. Kapilian, Esq.  
54 Jaconnet Street, Suite 300  
Newton, Massachusetts 02461  
Email: [skapilian@fellmankapilian.com](mailto:skapilian@fellmankapilian.com)
- If to FRETAIL:       Fredericksburg Retail Series LLC  
83 Orchard Hill Park Drive  
Leominster, Massachusetts 01453  
Email: [g@lisciotti.com](mailto:g@lisciotti.com)
- With a copy to:       Fellman Kapilian Law, P.C.  
Attn: Scott H. Kapilian, Esq.  
54 Jaconnet Street, Suite 300  
Newton, Massachusetts 02461  
Email: [skapilian@fellmankapilian.com](mailto:skapilian@fellmankapilian.com)
- If to KBB:               KBB Real Estate LLC  
Attn: Kyle Biedermann  
1102 E. Main Street  
Fredericksburg, Texas 78624  
Email: [fbgace@yahoo.com](mailto:fbgace@yahoo.com)
- With a copy to:       Langley & Banack, Inc.  
Attn: J. Patrick Rouse  
745 East Mulberry, Suite 700  
San Antonio, Texas 78212  
Email: [prouse@langleybanack.com](mailto:prouse@langleybanack.com)

Any such notice, request, claim or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery; (b) in the case of a nationally-recognized overnight courier, on the next business day after the date when delivered to such courier; (c) in the case of mailing, on the third (3<sup>rd</sup>) business day following the date on which the communication is posted using registered or certified mail, return receipt requested, postage prepaid; and (d) in the case of electronic mail, on the date of such delivery, provided delivery is made by 5:00 p.m. Central. Any Party may change the address to which notices,

requests, claims or other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

11. **Miscellaneous.**

(a) This Agreement shall be governed in accordance with the laws of the State of Texas.

(b) In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(c) The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers.

(e) No Owner hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. No waiver of any default of any obligation by any Owner shall be implied from any omission by any other Owner to take any action with respect to such default.

(f) The grantee of any portion of the Lots, and any tenant, subtenant, licensee, and concessionaire, accept such interest upon and subject to each and all of the covenants, conditions, restrictions, duties and obligations contained in this Agreement and by acceptance thereof, such party for itself and its successors, assigns, heirs and personal representatives, covenants and agrees to keep, observe, comply with, and perform the obligations and agreements set forth in this Agreement. To the extent a grantee succeeds to any portion of a Lot, all references in this Agreement to the owner of such Lot shall mean and refer to such grantee in its capacity as successor-in-interest as to those portions of the Lot owned by the grantee. If a Party should transfer its fee simple interest (or any portion thereof) in any of the Lots, then the obligation and liability of the transferor for the performance or breach of any obligation, covenant or agreement contained in this Agreement occurring after the date of such transfer shall automatically be terminated and the transferee, by the acceptance of the conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed and agreed to observe or perform all such obligations, covenants and agreements after the date of such transfer.

(g) This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all Parties to this Agreement or their respective successors or assigns, and only with the consent of Chick-Fil-A, Inc., so long as it, or its successors and/or

assigns, is occupying Lot 1. For so long as Chick-Fil-A, Inc. is occupying Lot 1, it shall be the Lot 1 Prime Lessee. Time is of the essence of this Agreement.

(h) RESERVED.

(i) If any provision or any portion of any provision of this Agreement, or the application of such provision or any portion thereof to any person or circumstance shall be held invalid or unenforceable, then the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision or portion thereof as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

(j) This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby. All recitals and exhibits are hereby incorporated into and form an integral part of this Agreement.

(k) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

(l) This Agreement shall inure to the benefit of and be binding upon the successors, assigns, heirs, and personal representatives of the Parties.

(m) Each Party, within thirty (30) days of its receipt of a written request from any other Party or from any person having any fee interest in any of the Lots, shall from time to time provide the requesting Party or applicable person a certificate binding upon such Party stating: (a) to the best of such Party's knowledge, whether any Party is in default or violation of this Agreement and if so identifying such default or violations; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

(n) It is expressly agreed that any breach of this Agreement shall not entitle the non-breaching Party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies, at law or in equity, which such Party may have hereunder by reason of any such breach.

**[End of Document – Signature Pages attached.]**

IN WITNESS WHEREOF, this Reciprocal Easement Agreement has been executed by the Parties as of the date set forth above.

FREDERICKSBURG CFA SERIES LLC,  
a Delaware series limited liability company

By: \_\_\_\_\_

Gregg Lisciotti, Manager

FREDERICKSBURG RETAIL SERIES LLC,  
a Delaware series limited liability company

By: \_\_\_\_\_

Gregg Lisciotti, Manager

KBB REAL ESTATE LLC,  
a Texas limited liability company

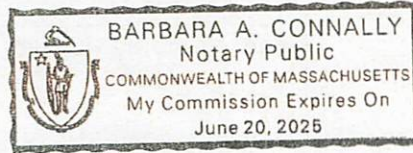
By: \_\_\_\_\_

Kyle Biedermann, Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 12 day of June, 2024, before me, the undersigned notary public, personally appeared the above-named Gregg Lisciotti, the Manager of Fredericksburg CFA Series LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose, as the voluntary act of Fredericksburg CFA Series LLC.

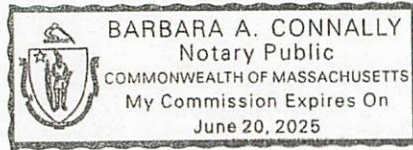


Barbara A. Connally  
Notary Public  
My commission expires: 6-20-25

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 12 day of June, 2024, before me, the undersigned notary public, personally appeared the above-named Gregg Lisciotti, the Manager of Fredericksburg Retail Series LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose, as the voluntary act of Fredericksburg Retail Series LLC.



Barbara A. Connally  
Notary Public  
My commission expires: 6-20-25

STATE OF TEXAS

COUNTY OF GILLESPIE

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared the above-named Kyle Biedermann, as Manager of KBB Real Estate LLC, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of KBB Real Estate LLC.

\_\_\_\_\_  
Notary Public  
My commission expires:

IN WITNESS WHEREOF, this Reciprocal Easement Agreement has been executed by the Parties as of the date set forth above.

FREDERICKSBURG CFA SERIES LLC,  
a Delaware series limited liability company

By: \_\_\_\_\_  
Gregg Lisciotti, Manager

FREDERICKSBURG RETAIL SERIES LLC,  
a Delaware series limited liability company

By: \_\_\_\_\_  
Gregg Lisciotti, Manager

KBB REAL ESTATE LLC,  
a Texas limited liability company

By:   
Kyle Biedermann, Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared the above-named Gregg Lisciotti, the Manager of Fredericksburg CFA Series LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose, as the voluntary act of Fredericksburg CFA Series LLC.

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared the above-named Gregg Lisciotti, the Manager of Fredericksburg Retail Series LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose, as the voluntary act of Fredericksburg Retail Series LLC.

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF TEXAS

COUNTY OF GILLESPIE

On this 14<sup>th</sup> day of June, 2024, before me, the undersigned notary public, personally appeared the above-named Kyle Biedermann, as Manager of KBB Real Estate LLC, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of KBB Real Estate LLC.



Sherry Roper  
Notary Public  
My commission expires: 10-24-25

**EXHIBIT A**

**PLAT**

**See attached.**





**CURVE TABLE-PROPOSED EASEMENTS**

CURVE	TRAVIS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	20.00	7.47	7.27	N 87°39'17" E	87°14'24"
C7	20.00	28.53	28.62	N 47°40'28" E	84°54'33"
C7	20.00	30.30	28.71	S 44°43'48" E	84°54'15"
C8	20.00	30.42	28.30	N 44°50'07" E	85°00'00"
C9	20.00	13.54	12.81	N 44°50'07" N	45°00'00"
C10	20.00	12.61	12.62	N 61°02'27" N	61°02'00"
C11	20.00	5.26	5.27	N 67°14'47" N	67°14'46"
C12	20.00	16.21	16.2	N 82°00'06" N	82°00'00"
C13	20.00	48.48	48.29	S 78°35'21" E	84°50'11"
C14	20.00	1.98	1.96	S 66°42'36" E	66°38'30"
C15	20.00	15.64	15.47	S 26°52'25" E	124°52'11"

**LINE TABLE-PROPOSED EASEMENTS**

LINE	TRAVIS	DISTANCE
L48	N 00°30'00" N	20.02
L49	N 84°58'00" E	227.88
L50	N 00°00'00" N	221.00
L51	N 04°58'00" E	34.4
L52	N 00°00'00" N	34.4
L53	N 84°58'00" E	43.20
L54	S 00°00'00" E	30.00
L55	N 84°58'00" E	466.20
L56	N 00°00'00" N	6.20
L57	N 00°00'00" N	6.20
L58	N 04°58'00" E	44.85
L59	S 00°00'00" N	41.00
L60	S 84°58'00" E	224.00
L61	S 00°00'00" E	156.50
L62	S 04°58'00" N	14.40
L63	N 84°00'04" N	21.00
L64	S 84°36'30" N	16.50
L65	N 04°58'00" E	17.40
L66	S 84°57'12" E	75.96
L67	N 84°58'00" E	53.27
L68	N 00°30'00" N	21.00

**FINAL PLAT**  
**SHOWING**  
**CHICK-FIL-A FBG**  
**SUBDIVISION**  
 A RE-PLAT OF LOT 1AR  
 ALTON IMMEL SUBDIVISION  
 INTO  
 LOTS 1AR-1, 1AR-2, AND 1AR-3  
 CITY OF FREDERICKSBURG  
 GILLESPIE COUNTY, TEXAS

CITY OF FREDERICKSBURG

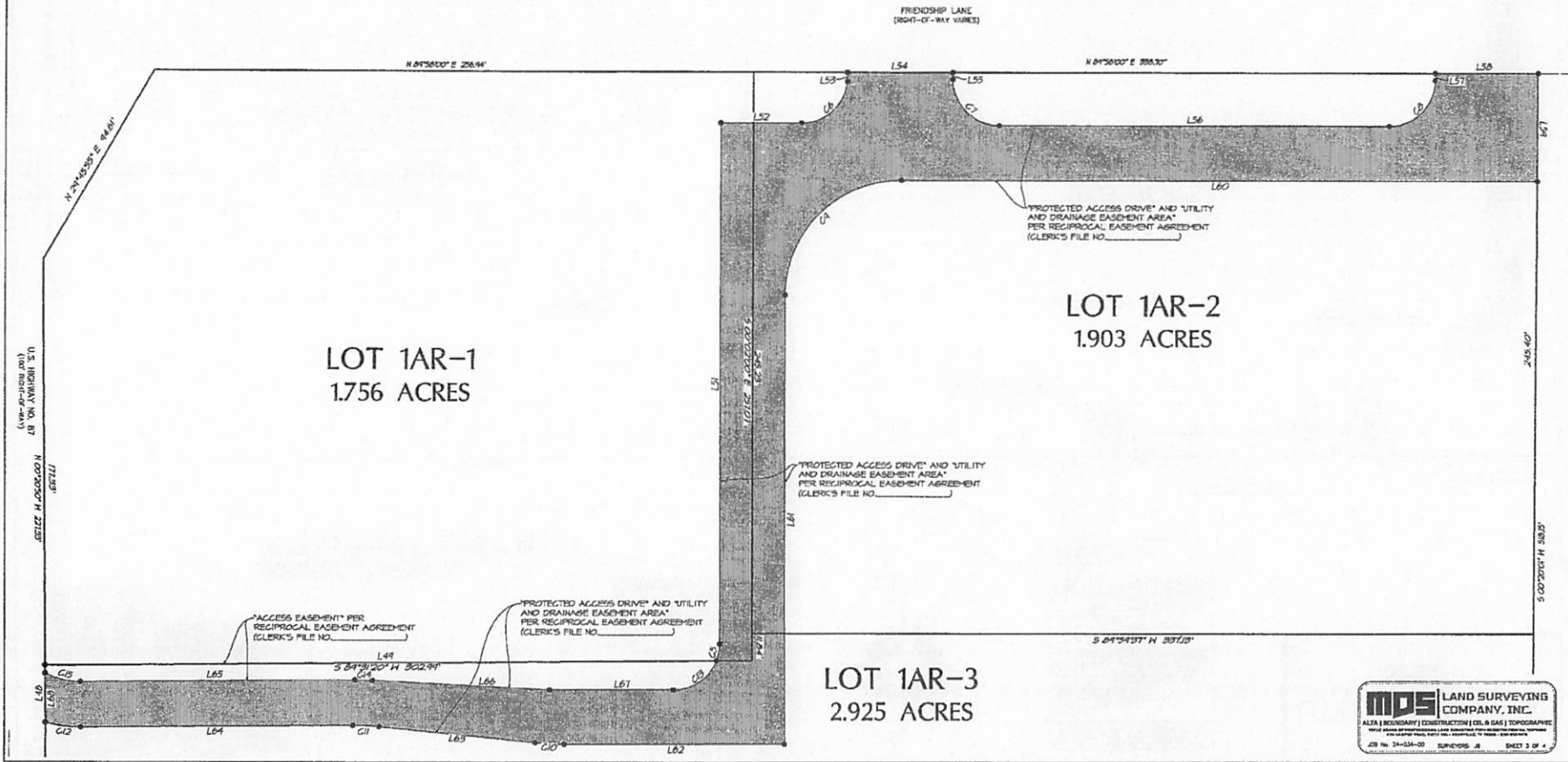


**OWNER: LOT 1AR-1**  
 FREDERICKSBURG CMA SERVICE, LLC  
 CONTACT:  
 LISCOTE DEVELOPMENT  
 535 BOLLSTON STREET 8TH FLOOR  
 BOSTON, MA 02118

**OWNER: LOT 1AR-2**  
 FREDERICKSBURG REALTY GROUP, LLC  
 CONTACT:  
 LISCOTE DEVELOPMENT  
 535 BOLLSTON STREET 8TH FLOOR  
 BOSTON, MA 02118

**OWNER: LOT 1AR-3**  
 KYLE BEDDMANN REALTY, LLC  
 CONTACT:  
 KYLE BEDDMANN  
 7102 E. MAIN STREET  
 FREDERICKSBURG, TX 77824

**PROTECTED**  
**ACCESS DRIVE**  
**SHEET**



**MPS LAND SURVEYING COMPANY, INC.**  
 ALTA | BOUNDARY | CONSTRUCTION | OIL & GAS | TOPOGRAPHIC  
 209 No. 24-534-00 SUPERVISOR: JJ SHEET 3 OF 4



EXHIBIT B  
LEGAL DESCRIPTION

LOT 1



FIELD NOTES FOR A 1.756 ACRE TRACT OF LAND

BEING A 1.756 ACRE TRACT LOCATED IN THE JOSE BARGAS SURVEY NO. 115, ABSTRACT NO. 53, GILLESPIE COUNTY, TEXAS; AND BEING A PORTION OF LOT 1AR, ALTON IMMEL SUBDIVISION, RECORDED IN VOLUME 5, PAGE 69, PLAT RECORDS OF GILLESPIE COUNTY, TEXAS, SAID 1.756 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT);

**BEGINNING** at a 1/2" Iron rod with "MDS" cap found at the northeast end of a cutback line at the intersection of the south right-of-way line of Friendship Lane (Right-of-Way varies), with the east right-of-way line of U.S. Highway No. 87 (100' Right-of-Way), said point being the northeast corner of a called 1,942 square foot tract conveyed to the City of Fredericksburg, recorded in Document No. 20067109, Official Public Records of Gillespie County, Texas;

**THENCE:** N 89°58'00" E, with the south right-of-way line of Friendship Lane, and the north line of Lot 1AR, a distance of 256.94' (N 89°57'55" E, record) to a 1/2" Iron rod with "MDS" cap found for northeast corner;

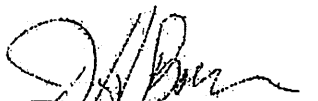
**THENCE:** departing the south right-of-way line of Friendship Lane, over and across Lot 1AR, the following courses and distances:

- S 00°02'00" E, 257.07' (no record) to a 1/2" Iron rod with "MDS" cap found for southeast corner;
- S 89°31'20" W, 302.99' (no record) to a 1/2" Iron rod with "MDS" cap found for southwest corner in the west line of Lot 1AR, and the east right-of-way line of U.S. Highway No. 87;

**THENCE:** N 00°20'50" W, with the east right-of-way line of U.S. Highway No. 87, a distance of 177.33' (N 00°20'55" W, record) to a 1/2" Iron rod found for angle at the southwest end of said cutback line, and the south corner of the called 1,942 square foot tract;

**THENCE:** N 29°45'55" E, with said cutback line, and the southeast line of said 1,942 square foot tract, a distance of 94.61' (N 29°45'50" E, 94.45') to the POINT OF BEGINNING and containing 1.756 acres of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in February, 2024. A survey plat of equal date was made in conjunction with this description. Parenthesis ( ) denotes records information.

  
Jeff Boerner, RPLS #4939  
Date: 2-19-2024  
Job # 24-034-00 Tract 1AR-1



Page 1 of 1

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830-816-1818 • mds-surveying.com  
TBPLS Firm Registration No. 10019600

EXHIBIT C  
LEGAL DESCRIPTION

LOT 2



FIELD NOTES FOR A 1.903 ACRE TRACT OF LAND

BEING A 1.903 ACRE TRACT LOCATED IN THE JOSE BARGAS SURVEY NO. 115, ABSTRACT NO. 53, GILLESPIE COUNTY, TEXAS, AND BEING A PORTION OF LOT 1AR, ALTON IMMEL SUBDIVISION, RECORDED IN VOLUME 5, PAGE 69, PLAT RECORDS OF GILLESPIE COUNTY, TEXAS, SAID 1.903 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT);

**BEGINNING** at a "MAG" nail found at the northeast corner of Lot 1AR, in the south right-of-way line of Friendship Lane (Right-of-Way varies), said point being the northwest corner of Lot 2, Alton Immel Subdivision, recorded in Volume 4, Page 77, Plat Records of Gillespie County, Texas;

**THENCE:** S 00°20'01" W, departing the south right-of-way line of Friendship Lane, with the east line of Lot 1AR, and the west line of Lot 2, a distance of 245.40' (S 00°05'10" W, record) to a 1/2" iron rod with "MDS" cap found for southeast corner;

**THENCE:** departing the east line of Lot 1AR, and the west line of Lot 2, over and across Lot 1AR, the following courses and distances:

- S 89°59'37" W, 337.13' (no record) to a 1/2" iron rod with "MDS" cap found for southwest corner;
- N 00°02'00" W, 245.23' (no record) to a 1/2" iron rod with "MDS" cap found for northwest corner in the north line of Lot 1AR, and the south right-of-way line of Friendship Lane;

**THENCE:** N 89°58'00" E, with the south right-of-way line of Friendship Lane, and the north line of Lot 1AR, a distance of 338.70' (N 89°57'55" E, record) to the POINT OF BEGINNING and containing 1.903 acres of land, more or less.

**Note:** This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in February, 2024. A survey plat of equal date was made in conjunction with this description. Parenthesis () denotes records information.

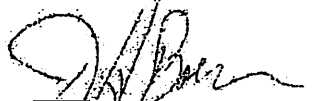
  
Jeff Boerner, RPLS #4939  
Date: 2-19-2024  
Job # 24-034-00 Tract 1AR-2



EXHIBIT D  
LEGAL DESCRIPTION

LOT 3



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FIELD NOTES FOR A 2.925 ACRE TRACT OF LAND

BEING A 2.925 ACRE TRACT LOCATED IN THE JOSE BARGAS SURVEY NO. 115, ABSTRACT NO. 53, GILLESPIE COUNTY, TEXAS, AND BEING A PORTION OF LOT 1AR, ALTON IMMEL SUBDIVISION, RECORDED IN VOLUME 5, PAGE 69, PLAT RECORDS OF GILLESPIE COUNTY, TEXAS, SAID 2.925 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT);

BEGINNING at a 1/4" iron rod with "MDS" cap found at the northerly southwest corner of Lot 1AR, at the northwest corner of Lot 1BR, Alton Immel Subdivision, recorded in Volume 5, Page 69, Plat Records of Gillespie County, Texas, in the east right-of-way line of U.S. Highway No. 87 (100' Right-of-Way);

THENCE: N 00°20'50" W, with the east right-of-way line of U.S. Highway No. 87 (100' Right-of-Way), and the west line of Lot 1AR, a distance of 50.00' (N 00°20'55" W, record) to a 1/2" iron rod with "MDS" cap found for northwest corner;

THENCE: departing the east right-of-way line of U.S. Highway No. 87 (100' Right-of-Way), and the west line of Lot 1AR, over and across Lot 1AR, the following courses and distances:

- N 89°31'20" E, 302.99' (no record) to a 1/2" iron rod found with "MDS" cap found for interior corner;
- N 00°02'00" W, 11.84' (no record) to a 1/2" iron rod found with "MDS" cap found for corner;
- N 89°59'37" E, 337.13' (no record) to a 1/2" iron rod found with "MDS" cap found for northeast corner in the east line of Lot 1AR, and the west line of Lot 2, Alton Immel Subdivision, recorded in Volume 4, Page 77, Plat Records of Gillespie County, Texas;

THENCE: S 00°20'01" W, with the west line of Lot 2, a distance of 272.75' (S 00°05'10" W, record) to a 1/2" iron rod found with "Bonn" cap found for southeast corner at the southeast corner of Lot 1AR, in the north line of Lot 1BR;

THENCE: with the south and west lines of Lot 1AR, and the north and east lines of Lot 1BR, the following courses and distances:

- S 89°18'54" W, 422.51' (S 89°18'05" W, 422.54') to a "MAG" nail found for southerly southwest corner;


Page 1 of 1

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TEPLS Firm Registration No. 10019600

- N 00°20'50" W, 133.44' (N 00°20'55" W, 133.44') to a 1/2" iron rod found with "Bonn" cap found for interior corner;
- S 89°31'20" W, 12.85' (S 89°31'15" W, 12.85') to a 1/2" iron rod found with "MDS" cap found for corner;
- N 00°20'50" W, 81.75' (N 00°20'55" W, 81.75') to a 1/2" iron rod with "MDS" cap found for interior corner;
- S 89°31'20" W, 201.59' (S 89°31'15" W, 201.59') to the POINT OF BEGINNING and containing 2.925 acres of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in February, 2024. A survey plat of equal date was made in conjunction with this description. Parenthesis ( ) denotes records information.

  
 Jeff Boerner, RPLS #4939  
 Date: 2-15-2024  
 Job # 24-034-00 Tract 1A-3



Page 2 of 1

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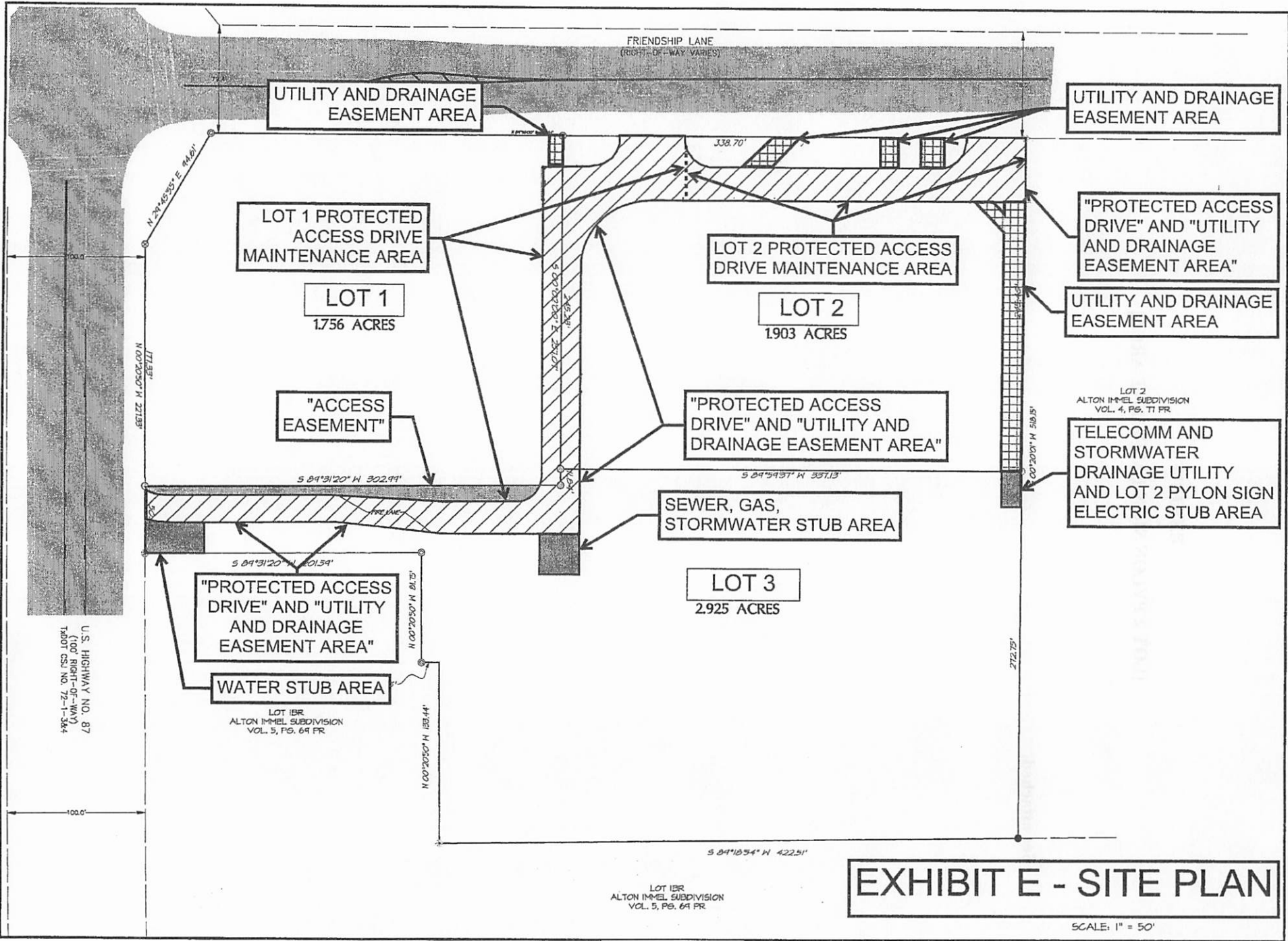
874 Harper Road # 104 • Kerrville, TX 78028  
 830-816-1818 • mds-surveying.com  
 TBPLS Firm Registration No. 10019600

**EXHIBIT E**

**SITE PLAN**

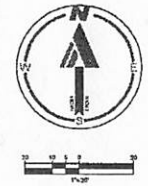
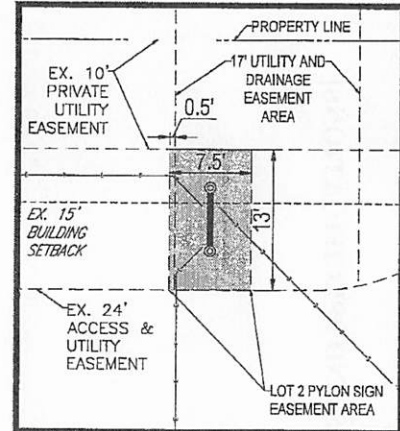
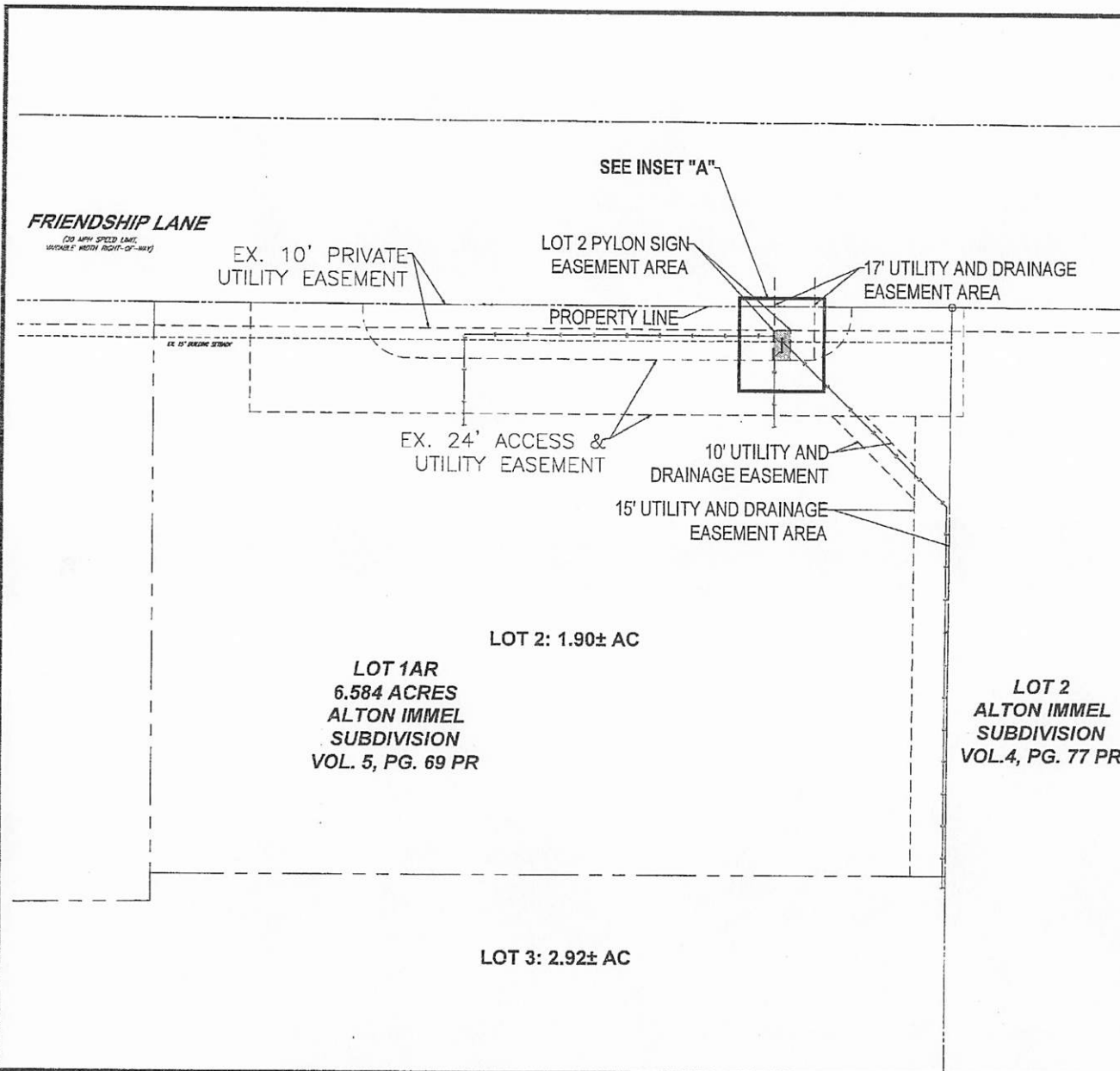
**PROTECTED ACCESS DRIVE; UTILITY AND DRAINAGE EASEMENT AREAS;  
LOT 1 PROTECTED ACCESS DRIVE MAINTENANCE AREA; LOT 2  
PROTECTED ACCESS DRIVE MAINTENANCE AREA**

**See attached.**



**EXHIBIT F**  
**[LOT 2 PYLON SIGN EASEMENT AREA]**

**See attached.**



**BOHLER**  
SITE CIVIL AND CONSULTING ENGINEERING  
PROGRAM MANAGEMENT  
LANDSCAPE ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRAVEL PLANNING

REVISIONS		
REV	DATE	COMMENT

**ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL**

PROJECT NO.: 150100001  
DRAWN BY: JMB  
CHECKED BY: JMB  
DATE: 06/20/21  
SCALE: 1" = 5'

PROJECT:  
**INFRASTRUCTURE PLANS**  
FOR  
LIGHT RAIL STATION #1  
835 DOWLTON ST., 8TH FLOOR  
HOUSTON, TX 77002  
878-455-8871

LOCATION OF SITE:  
LOT 1A.2 & 528 FRIENDSHIP LANE,  
FREDERICKSBURG, TX 77824  
LOT 1AR.2 & 511 FRIENDSHIP LANE,  
FREDERICKSBURG, TX 77824  
LOT 1AR.3 & 507 FRIENDSHIP LANE,  
FREDERICKSBURG, TX 77824

**BOHLER**  
2800 HASTWORTH BLVD., SUITE 310  
PRISDO, TX 75704  
PHONE: (409) 458-7252  
TX@BohlerEng.com  
TSP: No. 16851 (TX) & No. 16764 (TX)

SHEET TITLE:  
**EXHIBIT F**  
**LOT 2 PYLON SIGN EASEMENT AREA**

SHEET NUMBER:  
**1 OF 1**

CRG. DATE - 5/09/2024

**EXHIBIT G**  
**[PROTECTED ACCESS DRIVE PLANS AND SPECIFICATIONS]**

**See attached.**









## **EXHIBIT H**

### **LOT 3 UTILITY SPECIFICATIONS**

1. One (1) 2" water line and one (1) 8" water line, each stubbed to the locations shown on the Site Plan.
2. One (1) 8" sanitary sewer line stubbed to the location shown on the Site Plan.
3. One (1) natural gas sleeve, stubbed to the location shown on the Site Plan (gas utility company required to install the actual gas service line).
4. One (1) 24" storm drain line within the Protected Access Drive along the western boundary of Lot 2, reducing to 18" at the Lot 3 boundary and inlet stubbed to the location on Lot 3 shown on the Site Plan.
5. One (1) 21" storm drain line along the eastern boundary of Lot 2 and inlet stubbed to the location on Lot 3 shown on the Site Plan.
6. One (1) 4" conduit for fiber optic line stubbed to the location shown on the Site Plan (telecom utility provider to install lines).
7. One (1) 1" electric conduit for electric service between the Lot 2 Pylon Sign on Lot 2 stubbed to the location on Lot 3 shown on the Site Plan.

**Note:** Electricity for Lot 3 to be provided via existing 10' wide utility easement in the southeast corner of Lot 3 and shall not be included in Lot 3 Utility Facilities.



# VARIANCE APPLICATION TO BOARD OF ADJUSTMENT

City of Fredericksburg - Development Services Department  
126 W. Main St., Fredericksburg, TX 78624 – (830)997-7521

- 
1. Applicant: \_\_\_\_\_
  2. Owner: \_\_\_\_\_
  3. Phone: \_\_\_\_\_ Email: \_\_\_\_\_

4. Description of property involved in this request.  
Address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_  
Lot Size: \_\_\_\_\_ Zoning District: \_\_\_\_\_

5. Request is made to the Board of Adjustment that a variance be granted to the following provisions of the Zoning Ordinance.  
Section: \_\_\_\_\_ Subsection: \_\_\_\_\_  
Item: \_\_\_\_\_ Relating To: \_\_\_\_\_  
Requiring: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. INFORMATION TO BE SUBMITTED BY THE APPLICANT:
  - A. Site plans, preliminary building elevations, preliminary improvement plans, or other maps or drawings, sufficiently dimensioned as required to illustrate the following, to the extent related to the Variance application:
    - i. Existing and proposed location and arrangement of uses on the site, and on abutting sides within 50-feet.
    - ii. Existing and proposed site improvements, buildings, and other structures on the site, and any off-site improvements related to or necessitated by the proposed use. Building elevations shall be sufficient to indicate the general height, bulk, scale, and architectural character.
    - iii. Existing and proposed topography, grading, landscaping, and screening, irrigation facilities, and erosion control measures.

- iv. Existing and proposed parking, loading, and traffic and pedestrian circulation features, both on the site and any off-site facilities or improvements related to or necessitated by the proposed use.

**The Board of Adjustment may grant a variance if it makes affirmative findings of FACT on EACH of the criteria. The applicant shall give a reason why the request complies with the following criteria:**

- 1. The Zoning Regulations applicable to the property do not allow for a reasonable use.

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- 2. The plight of the owner of the property is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial and are not due to or the result of general conditions in the zoning district in which the property is located.

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- 3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purposes or regulations to the Zoning District in which the property is located.

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- B. **PARKING: ADDITIONAL CRITERIA**-The Board may grant a Variance to a regulation prescribed by this ordinance with respect to the number of off-street spaces required if it makes findings of fact that the following additional criteria are also satisfied:

Neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonably require strict or literal interpretation and enforcement of the specified regulation.

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The granting of the Variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets.

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The granting of the Variance will not create a safety hazard or any other condition inconsistent with the objectives of this ordinance.

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The Variance shall run with the use or uses to which it pertains and shall not run with the site.

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- c. **SIGNS: ADDITIONAL CRITERIA**-The Board may grant a Variance to a regulation prescribed by the Sign Ordinance with respect to the placement of signs, the height of signs or the area of signs if it affirmatively finds each of the following.

That a sign is being replaced. For the purposes of this Section, replacement shall include the erection of a new or different sign due to the removal of another sign for any reason, including the change of name of a business, whether from change of ownership, business being conducted, or otherwise, the change of a sign for a continuing business containing the same or different information as the sign being replaced, and the replacement of signs due to damage or vandalism.

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That all structures on the property for which the sign is proposed that would impede the replacement of a sign were constructed prior to February 17, 1986.

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That it is impractical to abide by existing placement, height or area regulations due to the placement, size of construction of existing structures in relationship to the physical characteristics of the site. For purposes of illustration, physical characteristics may include topography of the site or the surrounding sites, structures on surrounding sites, traffic conditions, street layouts and existing natural vegetation.

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That the other types of signs which are permitted by this Ordinance cannot practically be used. In making this determination of practicality, the Board may consider

- A. The undesirability of altering a historic site to accommodate a sign which would be permitted with no variance under this Ordinance; or
- a. That alternatives permitted by this Ordinance would involve extensive reconstruction of structures; or
  - 1. That alternatives permitted by this Ordinance are prohibitively expensive; or
  - 2. That alternatives permitted by this Ordinance will not effectively identify the subject of the sign.

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ii. That the proposed sign has been reviewed by the Historic Review Board if applicable.

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iii. That the proposed variance is as close to the requirements of the sign ordinance as is feasible.

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**Staff Use Only**

Application No: ZBA2025-05

Date: 4/30/25

Payment Type: CH# 22250 FOR \$550.00