



City of Fredericksburg

Zoning Board of Adjustment Meeting Agenda
Wednesday, August 20, 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

The City of Fredericksburg Zoning Board of Adjustment will meet in a regular session on August 20, 2025, at 5:30PM. The meeting will be available within 24 hours to re-watch on the City's website: fredericksburgtx.portal.civicclerk.com.

Written Comments: to be submitted remotely:

1. Must be received by 2 p.m. on August 20, 2025.
2. Complete the Citizen Comment Form online at www.fbgtx.org; or
3. Email your comments to 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.

1. ROLL CALL

2. CALL TO ORDER

3. APPROVAL OF MINUTES

- A. July 16, 2025, Regular Meeting Minutes

4. PUBLIC HEARING

5. ACTION ITEMS

- A. **ZBA2025-05** - Request by John Scribner, Sign Remedy 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.

- B. **ZBA2025-07** - Request by Krista Duderstadt to request a setback variance per section 5.600 "Variance Proceedure" to allow for a 5-foot side yard setback from the street side yard instead of the required 15-foot side yard setback for the property commonly known as 401 East College Street.

- C. **ZBA2025-08** - Request by Shelby Collier to request a setback variance per section 5.600 "Variance Proceedure" to allow for a zero (0) interior side yard setback instead of the required 5-foot interior side yard setback for the property commonly known as 313 West Creek Street.

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 August 15, 2025, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.

Jan Musgrove

Jan Musgrove
Planner 1

**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**ZONING BOARD OF ADJUSTMENT
JULY 16, 2025
MEETING MINUTES
5:30 P.M.**

On the 16TH day of July 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: CLIFF CROSS – Director of Development Services
JAN MUSGROVE – Planner 1
ANNABELLE ACKLING– Legal Counsel, Virtual

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

Letty Vacek, City Secretary, swore Clay Sears in as his term on board had been extended until June 30th, 2027.

Introduction of Director of Development Services: The new Director of Development Services, Cliff Cross, shared some of his extensive background in municipal government including roles; as zoning administrator, planning director, building official, fire marshal, floodplain administrator, and economic development grant writer. He emphasized his comprehensive understanding of development services from subdivision to certificate of occupancy and how excited he was to work for the City of Fredericksburg and the Zoning Board of Adjustment.

Minutes:

Eric Hammersen made a motion to approve April 16, 2025, Regular Meeting Minutes. Second, by Mike Mahoney. All voted in favor and the motion carried.

ZBA2025-05 - Request by John Scribner of Sign Remedy for Multi-Tenant Monument Sign. The sign is 67.5 Square Feet wide and an overall height of twelve feet. The sign would house panels for three different tenants of their business center, which is ten acres.

Clay Sears swore Stephanie Stewart in.

Applicant: Stephanie Stewart representing Sign Remedy, the proposed sign would be 67.5 square feet in size and twelve feet in height. It would house panels for three different tenants within the business center, which spans approximately ten acres.

Staff Summary:

A variance has been requested due to the uniqueness of the lot configuration. One of the lots does not have street frontage and only has exist access to Hwy 87. A land use agreement exists between the landowners for shared signage. Staff reviewed the variance request, highlighting the unique circumstances of the property, including its layout and access points. It was noted that the site plan approval process had considered these factors. Emphasis on the importance of maintaining aesthetic consistency within the development and re-stated that a single, well-designed monument sign would be preferable to multiple smaller signs, which could create visual clutter. The variance would not be inconsistent with the intent of the city code, given the unique circumstances of the property. Similar variances had been granted in other cases where the layout and access points justified a taller sign.

Board Discussion: The board raised concerns about the sign's height, noting that it exceeded the typical height for signs in the area. They discussed the potential precedent it might set and the impact on the surrounding area. They discussed the possibility of tabling the decision to gather more information. They noted that most signs in the vicinity were shorter and that a 12-foot sign might stand out in a way that was not desirable.

Applicant:

Stephanie Stewart justified the request by explaining that a taller sign would be more visible and effective for the three businesses involved, especially given the layout of the development. She emphasized the need for a unified sign rather than multiple smaller signs.

Eric Hammersen made a motion to table the item and to revisit it at next month's meeting.

Jennifer Eggleston seconded the motion. All voted aye and the motion carried unanimously.

ZBA2025-06 - Request by Gerado Noriega, GNA Architecture, on behalf of Create Healthy for a variance to reduce the required number of parking spaces from 197 to 151 spaces to accommodate the expansion of the existing wellness center at the property commonly known as 1006 S. State Hwy 16.

Clay Sears swore Dawn Bourgeois in.

Applicant:

Dawn Bourgeois, Director of the Wellness Center mentioned that the request was based on the shared parking ratios and the facility's usage patterns. The applicant maintained that the current parking capacity was sufficient to accommodate the expansion without significantly increasing concurrent usage. She stated that the expansion was necessary to enhance the quality of services

and accommodate the growing membership. She noted that the current facilities were near the end of their lifespan, particularly the pool and required significant upgrades.

Clay Sears opened the floor to the public hearing at 6:11PM

Public Comments on Parking Variance: Several members of the public, including long-time Wellness Center members, expressed their support for the parking variance, noting that the current parking capacity was sufficient and the expansion would benefit the community. Members highlighted the benefits of the expansion for the community, including enhanced services, more comfortable spaces, and the ability to host small regional swim meets. They emphasized the importance of the Wellness Center as a community asset. Members shared their observations that the parking lots were rarely full, even during peak times. They noted that the Ruben St. parking lot was often empty, indicating that the current parking capacity was more than adequate.

Mary Pennick, a business owner located nearby expressed her concern about “what if the extra parking lot on Reuben street were to be sold separately”

Dawn Bourgeois, Director of the Wellness Center assured her and the Board that that would never happen, that it would always be a part of the wellness center.

Clay Sears closed the public hearing at 6:41PM.

Discussion: The board reviewed the facility's usage patterns, noting that the Wellness Center had multiple uses that did not all require parking at the same time. They considered the historical parking data and the adequacy of the current parking capacity. The board deliberated on the potential impact of losing the off-site parking lot on Reuben Street. They discussed the possibility of attaching conditions to the variance. The board members asked for legal counsel’s input into the possibility of the property owner submitting a voluntary legal document that binds the two parking lot areas together with the Wellness Center property and to review the legal implications and feasibility of attaching conditions to the variance that ensured the Ruben St. parking lot remains part of the Wellness Center property and if the parking requirements and the possibility of a deed restriction as part of the site plan approval process could be confirmed. provide documentation showing that the Ruben St. parking lot will always be part of the Wellness Center property.

Eric Hammersen made a motion to approve the parking variances noting that the Site plan still had to be approved and that conditions could be added to it concerning securing the off -street parking lot on Reuben Street.

Adam Luton seconded the motion. All voted aye, and the motion carried unanimously.

Director's Report: The Director of Development Services, Cliff Cross, provided an update on his approach to keeping the board informed and involved in the development of the new unified land development code. He emphasized the importance of adapting the code to address recurring variance requests.

ADJOURN

With nothing further to come before the Board, Mike Mahoney moved to adjourn the meeting. The meeting was adjourned at 6:56P.M.

PASSED AND APPROVED this the 20th day of August 2025.

JAN MUSGROVE, PLANNER 1

CLAY SEARS. CHAIRPERSON



ZONING BOARD OF ADJUSTMENT AGENDA MEMO

DEPARTMENT: Development Services

TO: Zoning Board of Adjustment

FROM:

MEETING DATE: August 20, 2025

CATEGORY: ACTION ITEMS

CAPTION: **ZBA2025-05** - Request by John Scribner, Sign Remedy 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.

SUMMARY:

A variance has been requested due to the uniqueness of the lot configuration. One of the lots does not have street frontage and only ex-sit access to Hwy 87, and therefore a land use agreement between the landowners for shared signage is in place. This item was tabled during the July 16, 2025 meeting and the board requested applicable code height verification and additional proposals be presented and considered prior to further consideration.

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:

In reviewing the request, and applicable documentation, the property owners and tenants have secured agreements that result in an integrated business model. Based upon the lot configuration, the integrated business model was needed to allow for visibility for all tenants. Section 29.3 defines an integrated business as a commercial business that contributes to the promotional efforts of the center. Furthermore, section 29.7(6) permits integrated business signs within commercial districts and permits freestanding signs up to 15 feet in height. Based upon the unique circumstances of the lot and access points, the granting of the variance would be unique to the property in question and does not appear to be inconsistent with the intent of the code.

ATTACHMENTS:

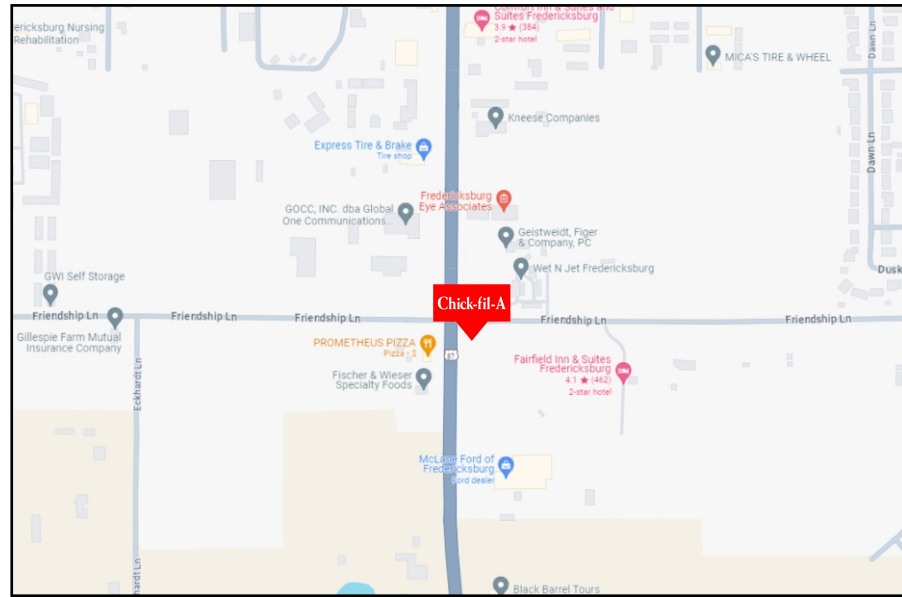
1. ZBA2505-05_511 Friendship Lane _application
2. ZBA2025-05_ variance Site Plan
3. ZBA2025-05 - MAP
4. ZBA2025-05_Mailing labels
5. ZBA2025-05-Land Use Agreement

APPROVAL/REVIEW:



Date: August 15, 2025

Cliff Cross, Director of Development Services

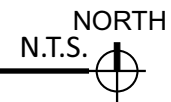


VICINITY MAP

N.T.S.



AERIAL VIEW



ROGER GHANTOUS - 613-889-8135
RGhantous@chandler signs.com
 LEAH CASALE - 682-204-6687
LCasale@chandler signs.com

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

Revision/Date	
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	



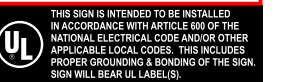
National Headquarters 14201 Sovereign Road #101
Fort Worth, TX 76155
(214)992-2000 Fax (214)992-2044

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

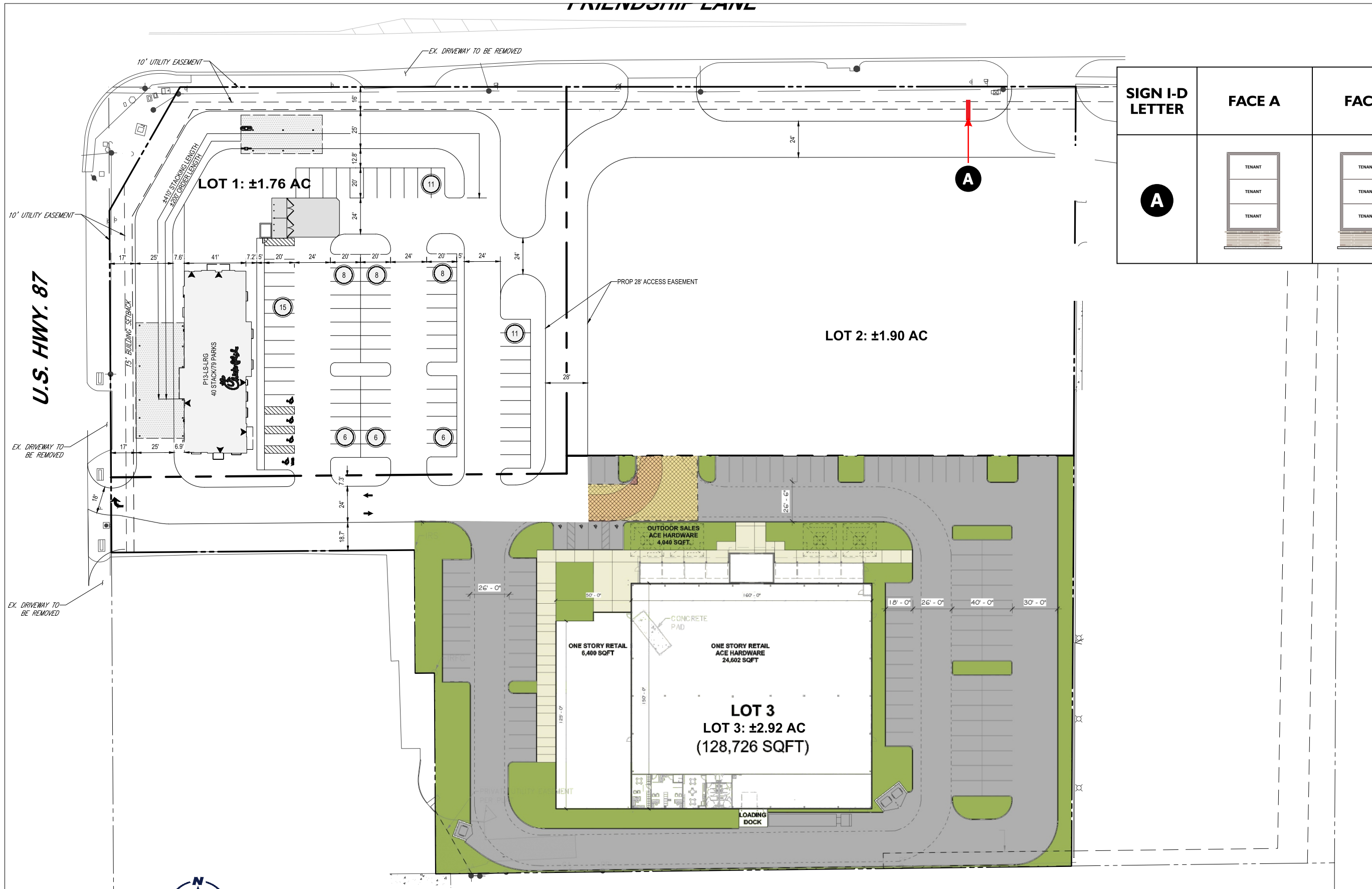
South Texas PO BOX 125 206 Doral Drive
Portland, TX 78374
(361) 563-9599 Fax (361) 643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER



AERIAL VIEW



SIGN I-D LETTER	FACE A	FACE B
A		

SITE PLAN

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

Design #	
0639461Ar3	
Sheet	2 of 4
Client	
#5619	
Address	
Friendship LN and US Hwy 87, Fredricksburg, TX	
Account Rep.	ROGER GHANTOUS LEAH CASALE
Designer	LEAH LANSFORD
Date	5/13/24
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Landlord	
Revision/Date	

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 R2(5/21/24)LL: DELETED OPTION 1, ADDED ELECTRICAL DIAGRAM
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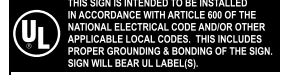
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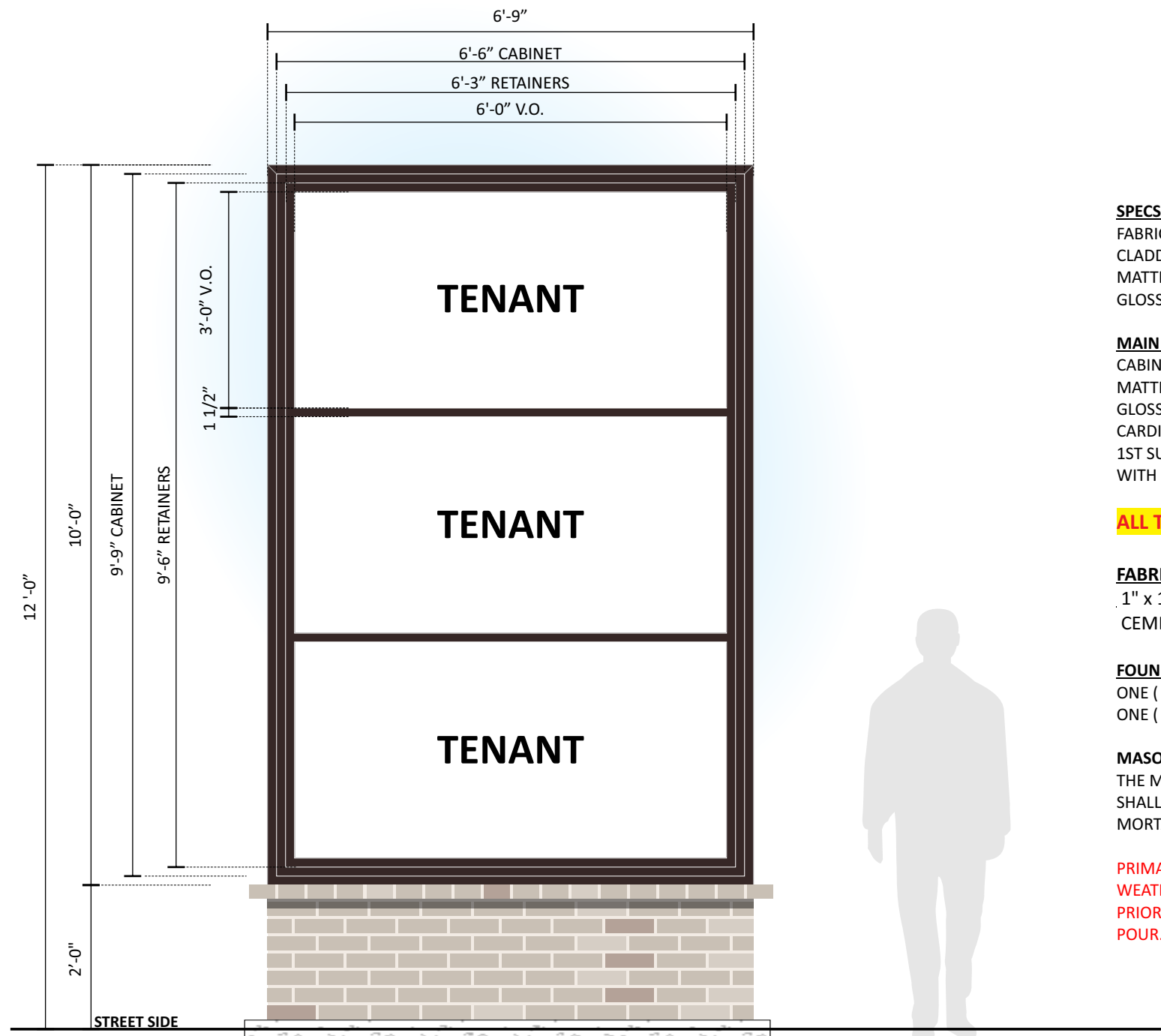
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FINAL ELECTRICAL CONNECTION BY CUSTOMER



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.

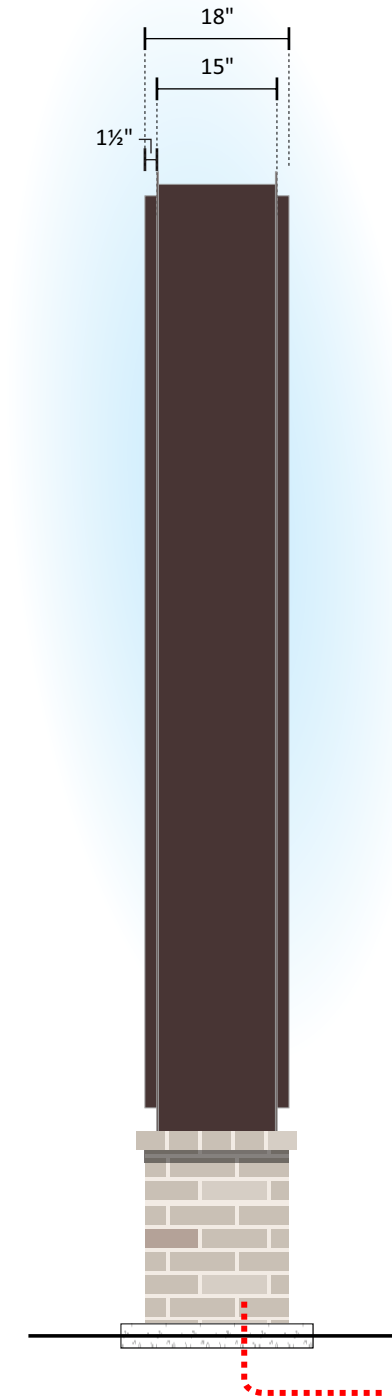
FOUNDATION SYSTEM

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.

Design #	
0639461Ar3	
Sheet	3 of 4
Client	
#5619	
Address	
Friendship LN and US Hwy 87, Fredricksburg, TX	
Account Rep.	ROGER GHANTOUS LEAH CASALE
Designer	LEAH LANSFORD
Date	5/13/24
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Client	
Sales	
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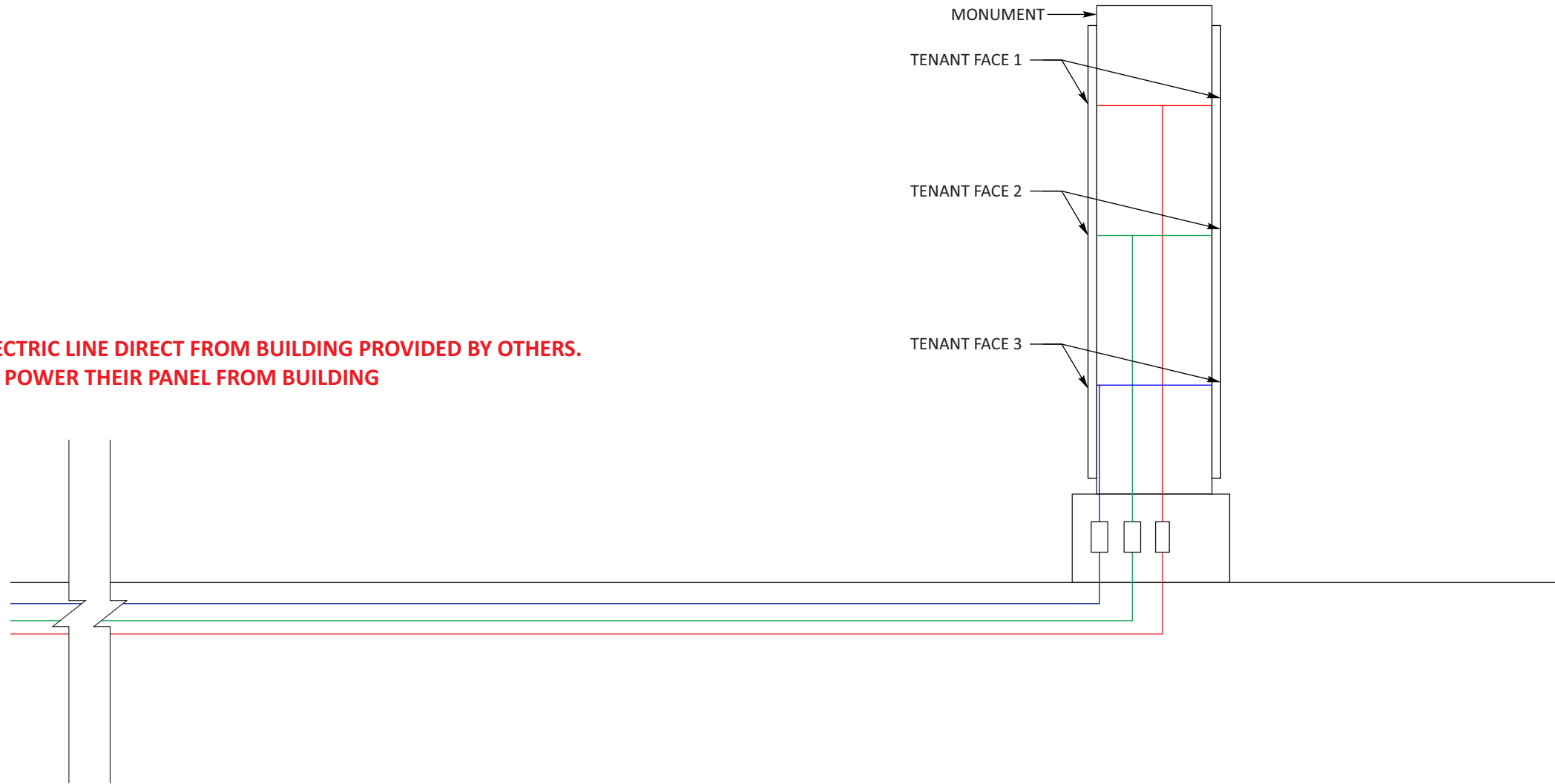
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FINAL ELECTRICAL CONNECTION BY CUSTOMER



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

Design #	
0639461Ar3	
Sheet	4 of 4
Client	
#5619	
Address	
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Account Rep.	ROGER GHANTOUS LEAH CASALE
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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).





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.

- 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.

- 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.

- 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.

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.

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

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

- 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.

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.

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.

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.

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

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

Staff Use Only

Application No: ZBA2025-05

Date: 4/30/25

Payment Type: CH# 22250 FOR \$550.00

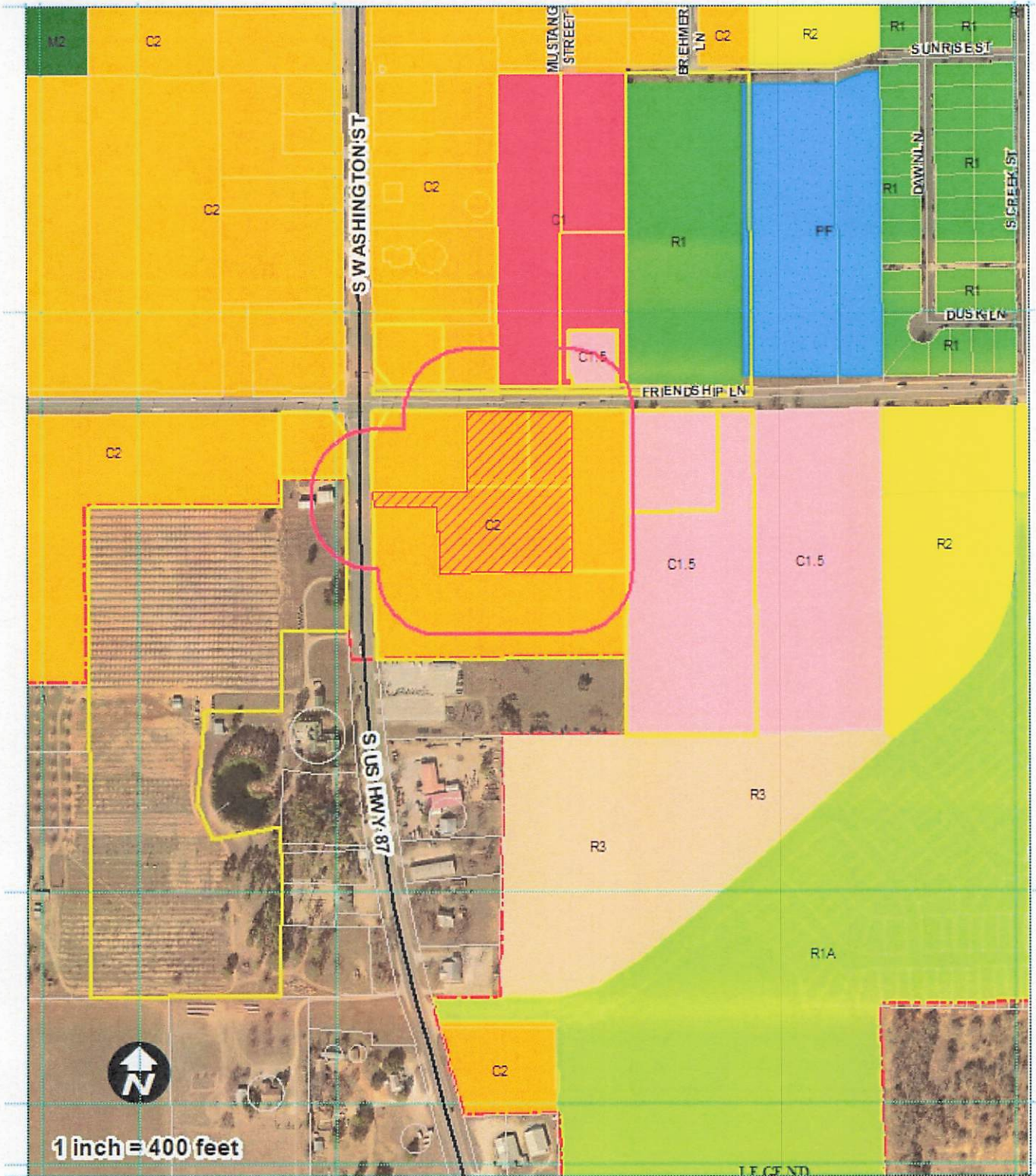


FIGURE 1
 City of Fredericksburg
 511 Friendship Lane

Notice Areas

-  200' Notification Area
-  Subject Property
-  Notified Property
-  Gillespie Parcel...
-  City Limit Boundary

FREDBG HOTEL VENTURE LLC
4276 W RUBY HILL DR
PLEASANTON, CA, 94566

FISCHER & WIESER SPECIALTY FOODS
411 S LINCOLN STREET
FREDERICKSBURG, TX 78624

KBB REAL ESTATE LLC
1102 E MAIN STREET
FREDERICKSBURG, TX 78624

MCLANE FORD OF FREDBG
1279 S US HWY 87
FREDERICKSBURG, TX 78624

TEXAS 5A PROPERTIES LLC
510 POST OAK ROAD
FREDERICKSBURG, TX 78624

JENNIFER SCHANDUA, TRUST
304 MORNING GLORY DRIVE
FREDERICKSBURG, TX 78624

PENJAY PRPERTIES INC
2P.O. BOX 669
FREDERICKSBURG, TX 78624

RANDOLPH BROOKS FEDERAL
CREDIT UNION
1 IKEA-RBFCU PKWY
LIVE OAK, TX 78233

STUART BARRON, TRUST
146 KEIDEL LANE
FREDERICKSBURG, TX 78624

FREDBG RETAILS SERIES, LLC
830 ORCHARD HILL PARK DRIVE
LEAONMINSTER, TX 78624

EROCK LTD
PO BOX 2089
FREDERICKSBURG, TX 78624

ZBA2025-05

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

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

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
- 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
- If to FRETAIL: Fredericksburg Retail Series LLC
83 Orchard Hill Park Drive
Leominster, Massachusetts 01453
Email: 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
- If to KBB: KBB Real Estate LLC
Attn: Kyle Biedermann
1102 E. Main Street
Fredericksburg, Texas 78624
Email: 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

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 (3rd) 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

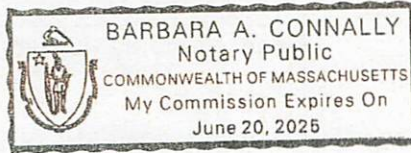
By: _____

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.

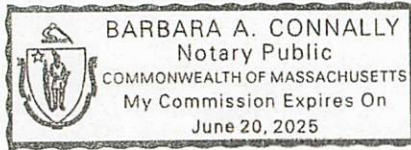


Barbara A. Connally
Notary Public
My commission expires: 6-20-25

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 14th 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.



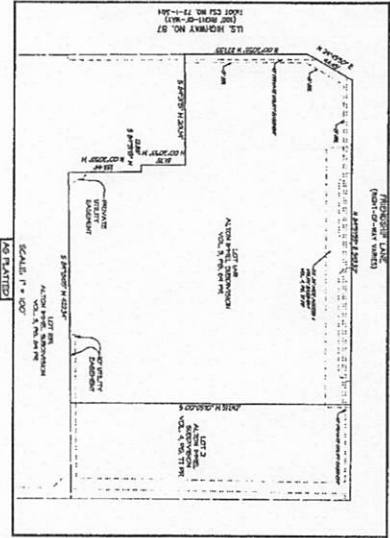
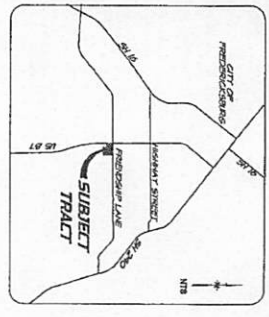
Sherry Roper
Notary Public
My commission expires: 10-24-25

EXHIBIT A

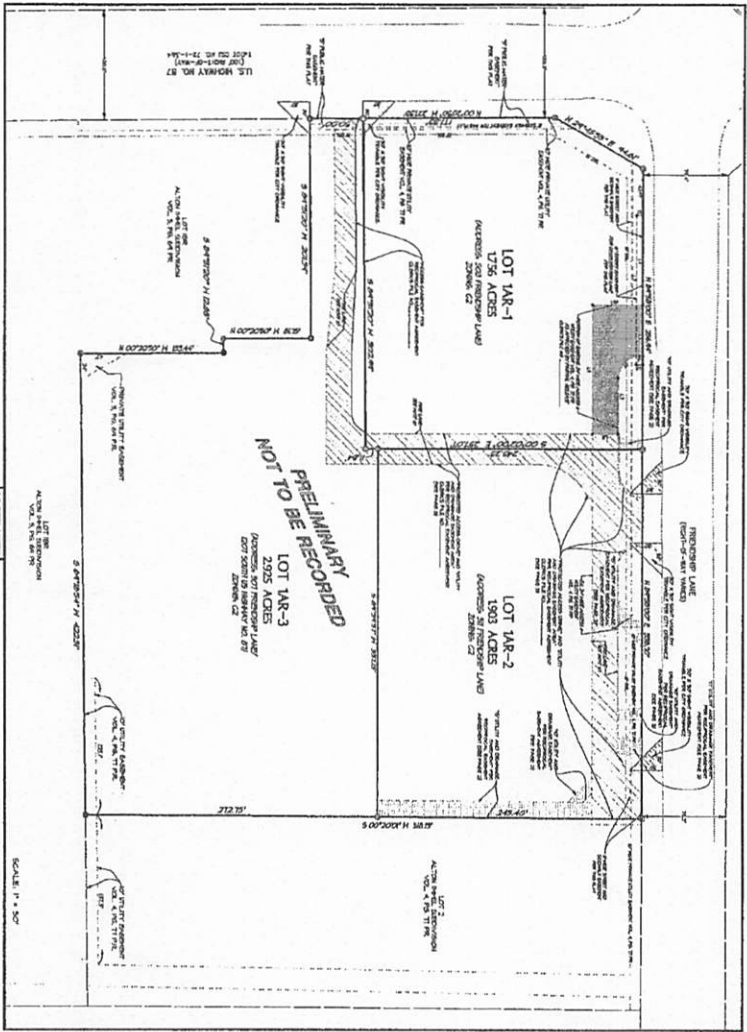
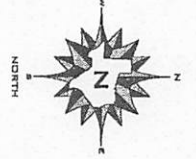
PLAT

See attached.

SECTION 10



FINAL PLAT
SHOWING
CHICK-FI-A-FBC
SUBDIVISION
ALTON MODEL SUBDIVISION
INFO
LOTS 1AR-1, 1AR-2, AND 1AR-3
CITY OF HENDERSON
CLATSOP COUNTY, OREGON
SCALE: 1" = 200'
NO PLATTED



GENERAL NOTES:
1. THIS PLAT IS THE RESULT OF A SURVEY MADE BY THE CITY OF HENDERSON, NEVADA, IN ACCORDANCE WITH THE PROVISIONS OF THE NEVADA PLAT ACT.
2. THE CITY OF HENDERSON, NEVADA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE CORRECTNESS OF THE PLAT.
3. THE CITY OF HENDERSON, NEVADA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE CORRECTNESS OF THE PLAT.
4. THE CITY OF HENDERSON, NEVADA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE CORRECTNESS OF THE PLAT.
5. THE CITY OF HENDERSON, NEVADA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE CORRECTNESS OF THE PLAT.

PLAT SHOWING:
THIS PLAT IS A PRELIMINARY PLAT OF THE CHICK-FI-A-FBC SUBDIVISION, ALTON MODEL SUBDIVISION, CITY OF HENDERSON, CLATSOP COUNTY, OREGON. THE PLAT SHOWS THE LOTS, AREAS, BEARINGS, AND DISTANCES OF THE PLAT. THE PLAT IS SUBJECT TO THE APPROVAL OF THE CLATSOP COUNTY BOARD OF COMMISSIONERS AND THE CITY OF HENDERSON, OREGON.

GENERAL NOTES:
1. THIS PLAT IS THE RESULT OF A SURVEY MADE BY THE CITY OF HENDERSON, NEVADA, IN ACCORDANCE WITH THE PROVISIONS OF THE NEVADA PLAT ACT.
2. THE CITY OF HENDERSON, NEVADA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE CORRECTNESS OF THE PLAT.
3. THE CITY OF HENDERSON, NEVADA, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE CORRECTNESS OF THE PLAT.

LINE TABLE

LINE NO.	BEARING	DISTANCE	AREA
1	N 89° 58' 00" W	100.00	100.00
2	S 89° 58' 00" E	100.00	100.00
3	S 00° 00' 00" E	100.00	100.00
4	N 89° 58' 00" W	100.00	100.00

OWNER'S CERTIFICATE:
I, the undersigned, being the owner of the above described land, do hereby certify that the above is a true and correct copy of the original plat as recorded in the public records of the County of Clatsop, Oregon.

OWNER'S CERTIFICATE:
I, the undersigned, being the owner of the above described land, do hereby certify that the above is a true and correct copy of the original plat as recorded in the public records of the County of Clatsop, Oregon.

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OWNER'S CERTIFICATE:
I, the undersigned, being the owner of the above described land, do hereby certify that the above is a true and correct copy of the original plat as recorded in the public records of the County of Clatsop, Oregon.

LINE TABLE - PROPOSED EASEMENTS

LINE NO.	BEARING	DISTANCE	LINE NUMBER	REMARKS
1	S 00°00'00" N	100.00	1	TO CORNER
2	S 84°52'27" N	15.00	2	N 44°58'52" E 256.44'
3	N 00°00'00" N	100.00	3	TO CORNER
4	S 84°52'27" N	15.00	4	N 44°58'52" E 256.44'
5	S 00°00'00" N	100.00	5	TO CORNER
6	S 84°52'27" N	15.00	6	N 44°58'52" E 256.44'
7	N 00°00'00" N	100.00	7	TO CORNER
8	S 00°00'00" N	100.00	8	TO CORNER
9	N 44°58'52" E	256.44	9	N 44°58'52" E 256.44'
10	S 00°00'00" N	100.00	10	TO CORNER
11	S 84°52'27" N	15.00	11	N 44°58'52" E 256.44'
12	S 00°00'00" N	100.00	12	TO CORNER
13	S 84°52'27" N	15.00	13	N 44°58'52" E 256.44'
14	S 00°00'00" N	100.00	14	TO CORNER
15	S 84°52'27" N	15.00	15	N 44°58'52" E 256.44'
16	S 00°00'00" N	100.00	16	TO CORNER
17	N 44°58'52" E	256.44	17	N 44°58'52" E 256.44'
18	S 00°00'00" N	100.00	18	TO CORNER
19	S 84°52'27" N	15.00	19	N 44°58'52" E 256.44'
20	S 00°00'00" N	100.00	20	TO CORNER
21	S 84°52'27" N	15.00	21	N 44°58'52" E 256.44'
22	S 00°00'00" N	100.00	22	TO CORNER
23	S 84°52'27" N	15.00	23	N 44°58'52" E 256.44'
24	S 00°00'00" N	100.00	24	TO CORNER
25	S 84°52'27" N	15.00	25	N 44°58'52" E 256.44'
26	S 00°00'00" N	100.00	26	TO CORNER
27	S 84°52'27" N	15.00	27	N 44°58'52" E 256.44'
28	S 00°00'00" N	100.00	28	TO CORNER
29	S 84°52'27" N	15.00	29	N 44°58'52" E 256.44'
30	S 00°00'00" N	100.00	30	TO CORNER

CONVERSION - VARIABLE WIDTH EASEMENT

DATE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	1007.1627'	6.25'	5.80548464'	17°58'27"	

FINAL PLAT
SHOWING
CHICK-FIL-A FBG
SUBDIVISION
 A REPLAT OF LOT 1AR
 ALTON IMBEL SUBDIVISION
 INTO
 LOTS 1AR-1, 1AR-2, AND 1AR-3
 CITY OF FREDERICKSBURG
 GILESPIE COUNTY, TEXAS
 CITY OF FREDERICKSBURG P-2332

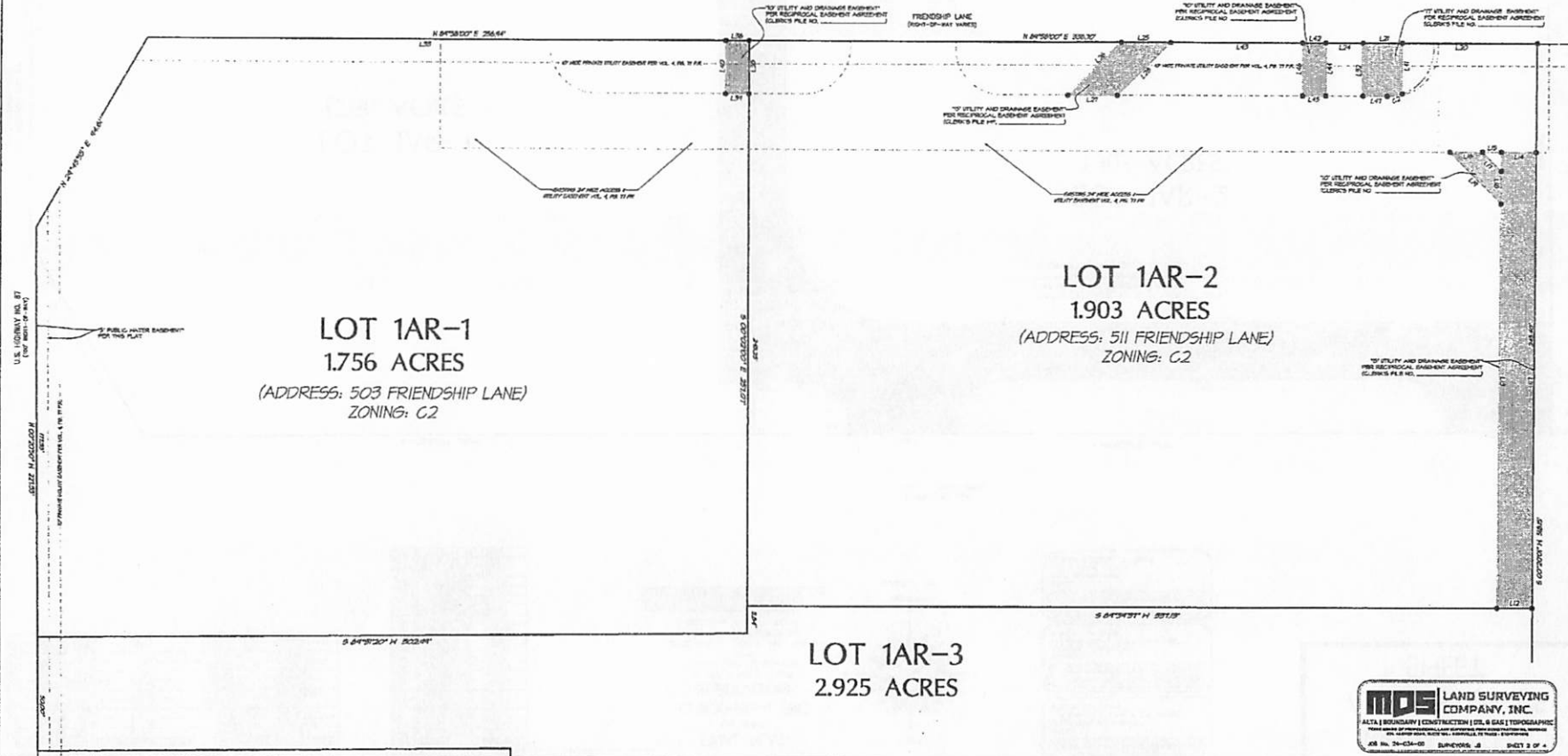


OWNER: LOT 1AR-1
 117 FREDERICKSBURG FFA #10001, LLC
CONTACT:
 LINDSEY DEVELOPMENT
 535 BOYLSTON STREET 8TH FLOOR
 BOSTON, MA 02116

OWNER: LOT 1AR-2
 117 FREDERICKSBURG FFA #10001, LLC
CONTACT:
 LINDSEY DEVELOPMENT
 535 BOYLSTON STREET 8TH FLOOR
 BOSTON, MA 02116

OWNER: LOT 1AR-3
 KBB REAL ESTATE LLC
CONTACT:
 KYLE BUDERMAN
 1105 E. MAIN STREET
 FREDERICKSBURG, TX 77824

UTILITY EASEMENT SHEET



MPS LAND SURVEYING COMPANY, INC.
 ALTA | BOUNDARY | CONSTRUCTION | C&G | S&G | TOPOGRAPHIC
 408 W. 24th St. - Suite 200 - Fredericksburg, TX 77824
 (817) 533-8888
 www.mpslandsurveying.com

CURVE TABLE-PROPOSED EASEMENTS

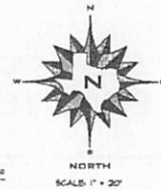
CURVE	TRAVIS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	20.00	7.47	7.27	N 87°39'17" E	87°14'24"
C6	20.00	28.53	28.62	N 47°40'28" E	84°54'33"
C7	20.00	31.30	28.71	S 44°43'48" E	84°54'15"
C8	20.00	31.42	28.30	N 44°50'07" E	85°00'00"
C9	20.00	13.54	12.81	N 44°50'07" N	45°00'00"
C10	20.00	12.61	12.62	N 61°02'27" N	61°02'00"
C11	20.00	5.26	5.21	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°59'11"
C14	20.00	1.98	1.96	S 66°42'36" E	66°38'30"
C15	20.00	15.64	15.47	S 76°52'25" E	124°52'11"

LINE TABLE-PROPOSED EASEMENTS

LINE	BEARING	DISTANCE
L48	N 00°30'00" N	20.00
L49	N 84°58'00" E	20.00
L50	N 00°00'00" N	20.00
L51	N 04°58'00" E	34.6
L52	N 00°00'00" N	34.6
L53	N 84°58'00" E	43.2
L54	S 00°00'00" E	30.0
L55	N 84°58'00" E	46.20
L56	N 00°00'00" N	46.20
L57	N 00°00'00" N	46.20
L58	N 04°58'00" E	44.85
L59	S 00°00'00" N	41.00
L60	S 84°58'00" E	214.00
L61	S 00°00'00" E	156.50
L62	S 84°58'00" N	144.47
L63	N 84°00'04" N	21.00
L64	S 84°36'30" N	16.50
L65	N 04°58'00" E	17.45
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
 WFO
 LOTS 1AR-1, 1AR-2, AND 1AR-3
 CITY OF FREDERICKSBURG
 GILLESPIE COUNTY, TEXAS

CITY OF FREDERICKSBURG
 11-3333

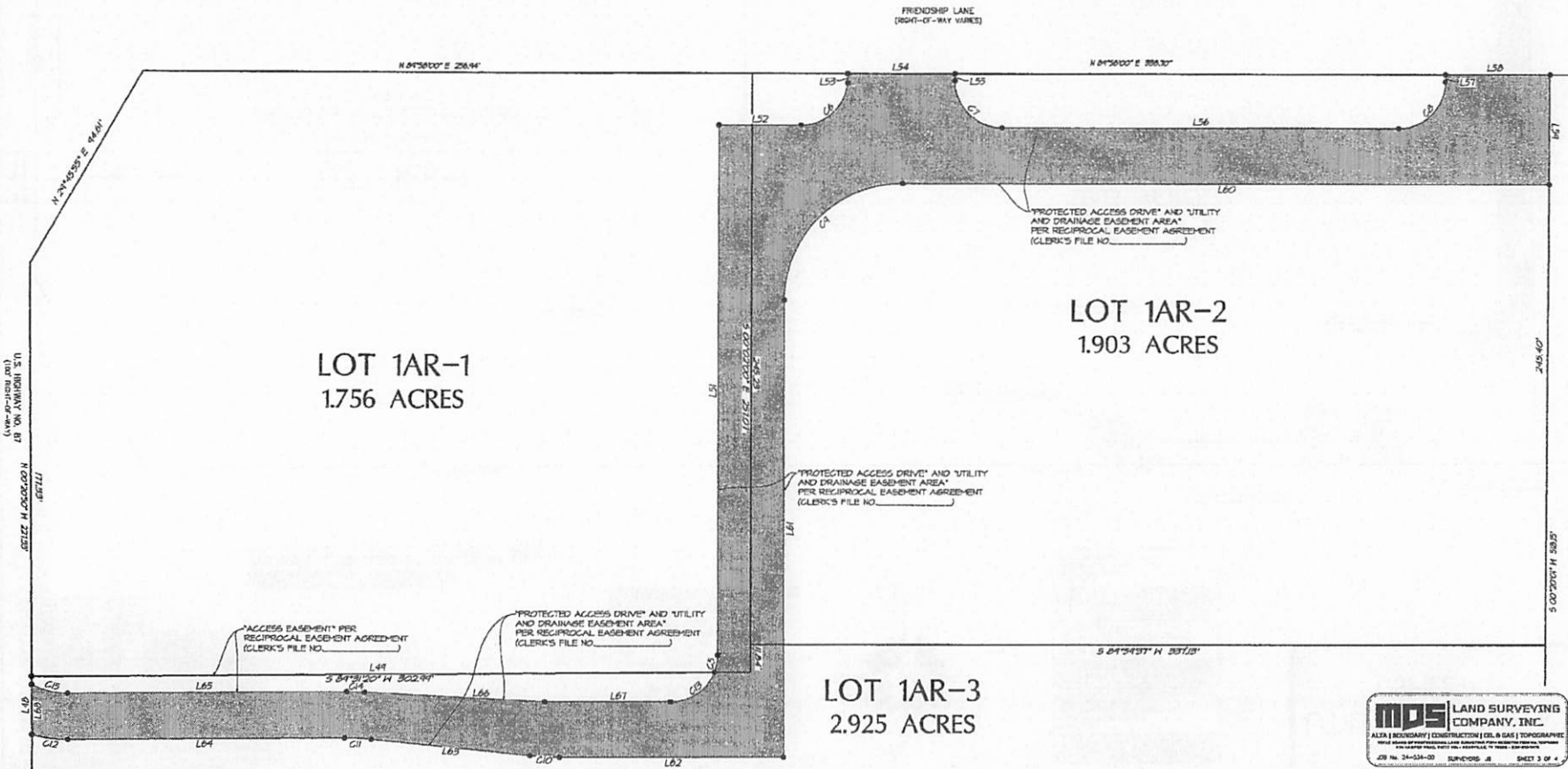


OWNER: LOT 1AR-1
 FREDERICKSBURG CAN BEER LLC
 CONTACT:
 LISCOTE DEVELOPMENT
 535 BOLLSTON STREET 8TH FLOOR
 BOSTON, MA 02116

OWNER: LOT 1AR-2
 FREDERICKSBURG CAN BEER LLC
 CONTACT:
 LISCOTE DEVELOPMENT
 535 BOLLSTON STREET 8TH FLOOR
 BOSTON, MA 02116

OWNER: LOT 1AR-3
 CHICK-FIL-A
 CONTACT:
 KYLE BEDDMANN
 1102 E. MAIN STREET
 FREDERICKSBURG, TX 77624

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;

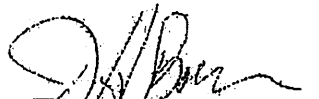
THENCE: departing the south right-of-way line of Friendship Lane, over and across Lot 1AR, the following courses and distances:

- 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

874 Harper Road # 104 • Kerrville, TX 78028
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: $S 00^{\circ}20'01'' W$, 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' ($S 00^{\circ}05'10'' W$, 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:

- $S 89^{\circ}59'37'' W$, 337.13' (no record) to a 1/2" iron rod with "MDS" cap found for southwest corner;
- $N 00^{\circ}02'00'' W$, 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: $N 89^{\circ}58'00'' E$, with the south right-of-way line of Friendship Lane, and the north line of Lot 1AR, a distance of 338.70' ($N 89^{\circ}57'55'' E$, 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.

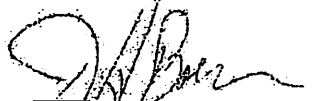

Jeff Boerner, RPLS #4939
Date: 2-19-2024
Job # 24-034-00 Tract 1AR-2



EXHIBIT D
LEGAL DESCRIPTION

LOT 3



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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830-816-1818 • mds-surveying.com
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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 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.

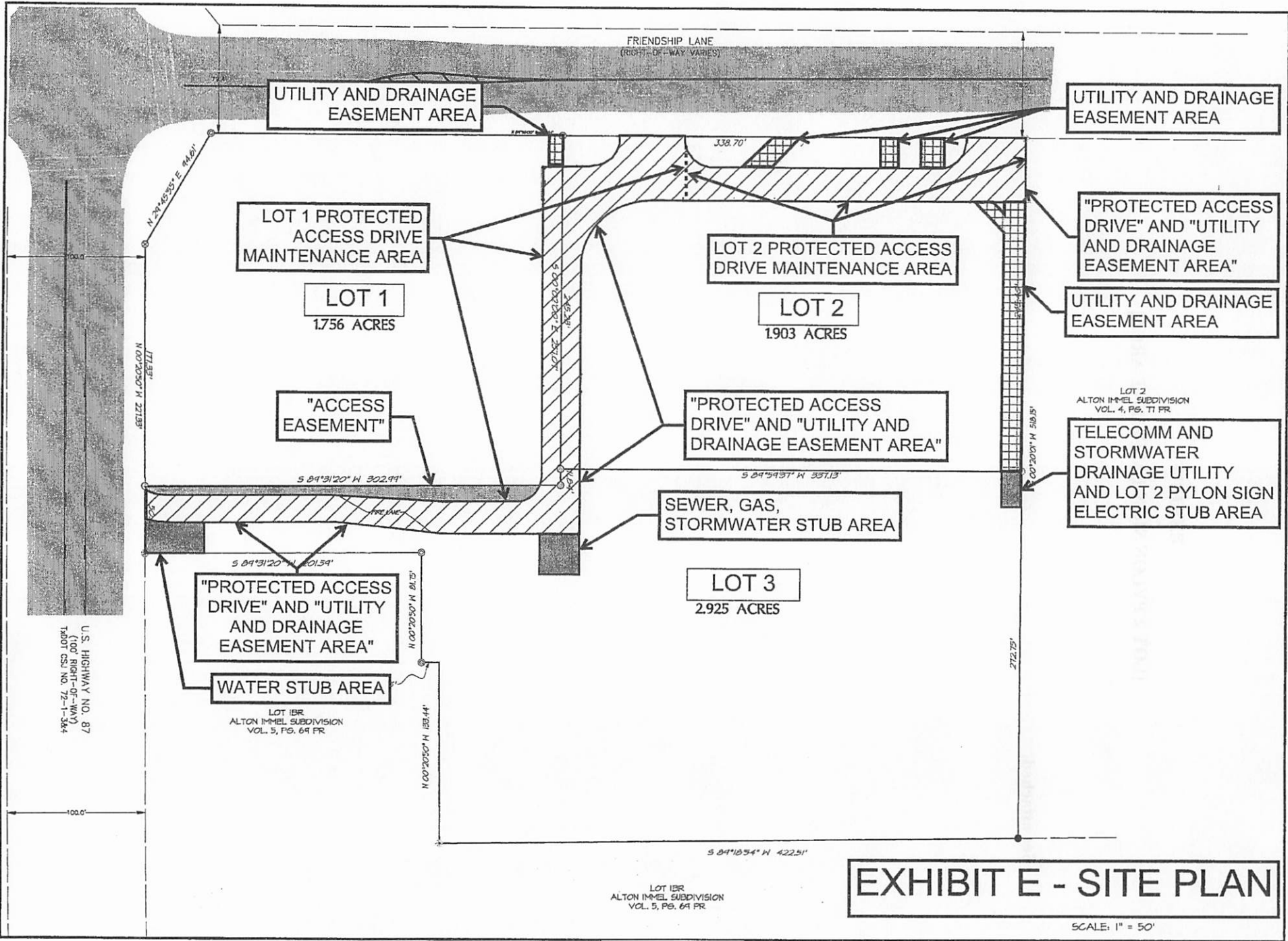
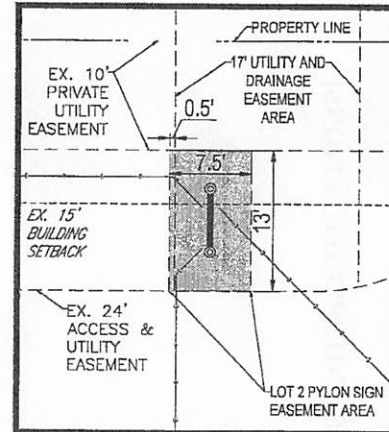
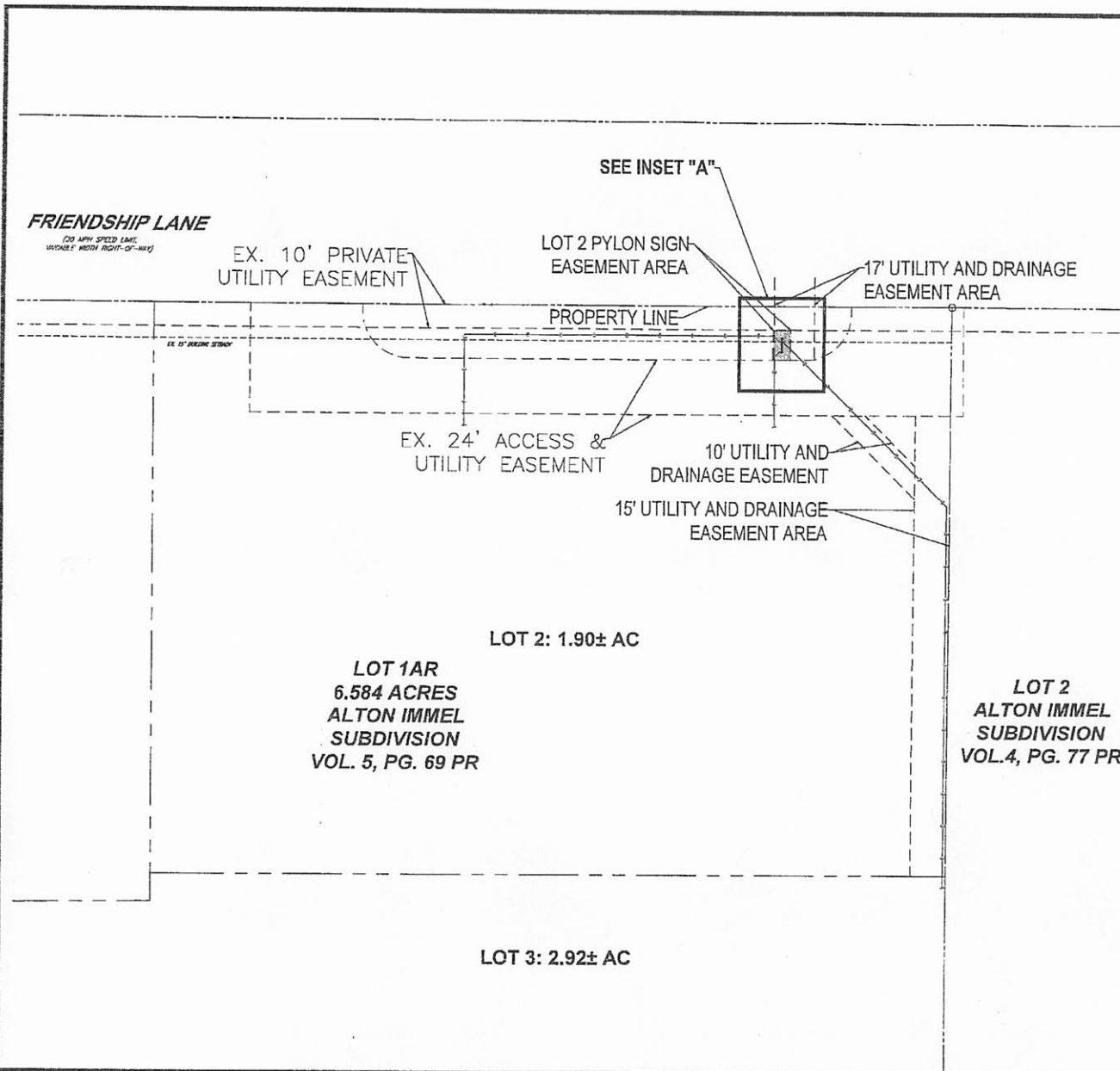


EXHIBIT F
[LOT 2 PYLON SIGN EASEMENT AREA]

See attached.



BOHLER
 SITE CIVIL AND CONSULTING ENGINEERING
 PROGRAM MANAGEMENT
 LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN
 PERMITTING SERVICES
 TRAFFIC ENGINEERING

REVISIONS		
REV	DATE	COMMENT

ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

PROJECT NO.: 5082024
 DRAWN BY: MJK
 CHECKED BY: MJK
 DATE: 06/20/24
 SCALE: 1" = 5'

INFRASTRUCTURE PLANS

FOR

LOT 2
 ALTON IMMEL
 SUBDIVISION
 VOL. 4, PG. 77 PR

BOHLER
 2800 HASTWORTH BLVD, SUITE 310
 PRISDO, TX 75204
 PHONE: (409) 458-7252
 TX@BohlerEng.com
 TSP# 16611 (TX) & 16614 (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.



ZONING BOARD OF ADJUSTMENT AGENDA MEMO

DEPARTMENT: Development Services

TO: Zoning Board of Adjustment

FROM:

MEETING DATE: August 20, 2025

CATEGORY: ACTION ITEMS

CAPTION: **ZBA2025-07** - Request by Krista Duderstadt to request a setback variance per section 5.600 "Variance Proceedure" to allow for a 5-foot side yard setback from the street side yard instead of the required 15-foot side yard setback for the property commonly known as 401 East College Street.

SUMMARY:

The applicant is requesting a 5-foot setback from the street side yard instead of the required 15-foot side yard setback to allow for the reconstruction of a historic accessory structure within the prior existing footprint. The request to demolish and rebuild the structure appeared before the Historic Review Board and received approval on July 8, 2025. As part of that process, the Historic Review Board made a recommendation to obtain a variance to reconstruct the historic accessory structure within the existing footprint.

FINDINGS:

A variance has been requested pertaining to the required street side yard setback of 15 feet per section 3.100 of the zoning ordinance. Section 5.600 sets the variance procedure to make an application and appear before the ZBA for consideration and determination of findings per section 5.650. The findings of fact are as follows:

Sec. 5.650. - Findings.

Basic Criteria. The Board of Adjustment may grant a Variance if it makes affirmative findings of fact on each of the following criteria:

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

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.

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.

STAFF RECOMMENDATION:

In reviewing this application, the HRB has requested this request be forwarded to the Board of Adjustment to obtain a variance to construct the accessory structure within the existing footprint. The HRB approved the demolition and reconstruction of the new accessory structure with the provision that it maintains its historical significance. The construction of the accessory structure is intended to preserve the historical significance of the original accessory building. Furthermore, based upon the historic district location and directive, staff does consider this a unique circumstance that was not created by the owner. In addition, staff does not believe the variance will alter the character of the property or the adjacent properties.

ATTACHMENTS:

1. Location Map
2. Zoning Map
3. Zoning-Board-of-Adjustment-Variance-Application
4. Photos Existing Outbuilding
5. 2025-592-builder letter

APPROVAL/REVIEW:







VARIANCE APPLICATION TO BOARD OF ADJUSTMENT

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

-
1. Applicant: Krista Duderstadt
 2. Owner: Krista and Marc Duderstadt
 3. Phone: 830-889-0507 Email: krista.duderstadt@gmail.com

4. Description of property involved in this request.
Address: 401 E. College Street
Legal Description: WENDEL & ANDEREGG BLK 3 LOT 5
Lot Size: .3416 Zoning District: R1

5. Request is made to the Board of Adjustment that a variance be granted to the following provisions of the Zoning Ordinance.
Section: 3.100 Subsection: _____
Item: _____ Relating To: R-1 Site Development Regulations
Requiring: Street side yard, minimum required setback, 15 feet
-
-

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.
Accessory building was in place prior to current ordinance. We are requesting to replace the accessory building in its historical location.

- 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.

Historic Review Board has approved demolition of the existing building due to deteriorated condition. HRB has also approved construction plan for replacement building HRB has recommended that ZBA approve a variance to locate the replacement building (same footprint) in the existing location, which is within the current setback.

- 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.

The replacement barn will be in the same location, similar exterior design elevation, and with the same footprint as the existing accessory building.

- 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.

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.

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

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

- 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.

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.

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.

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.

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

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

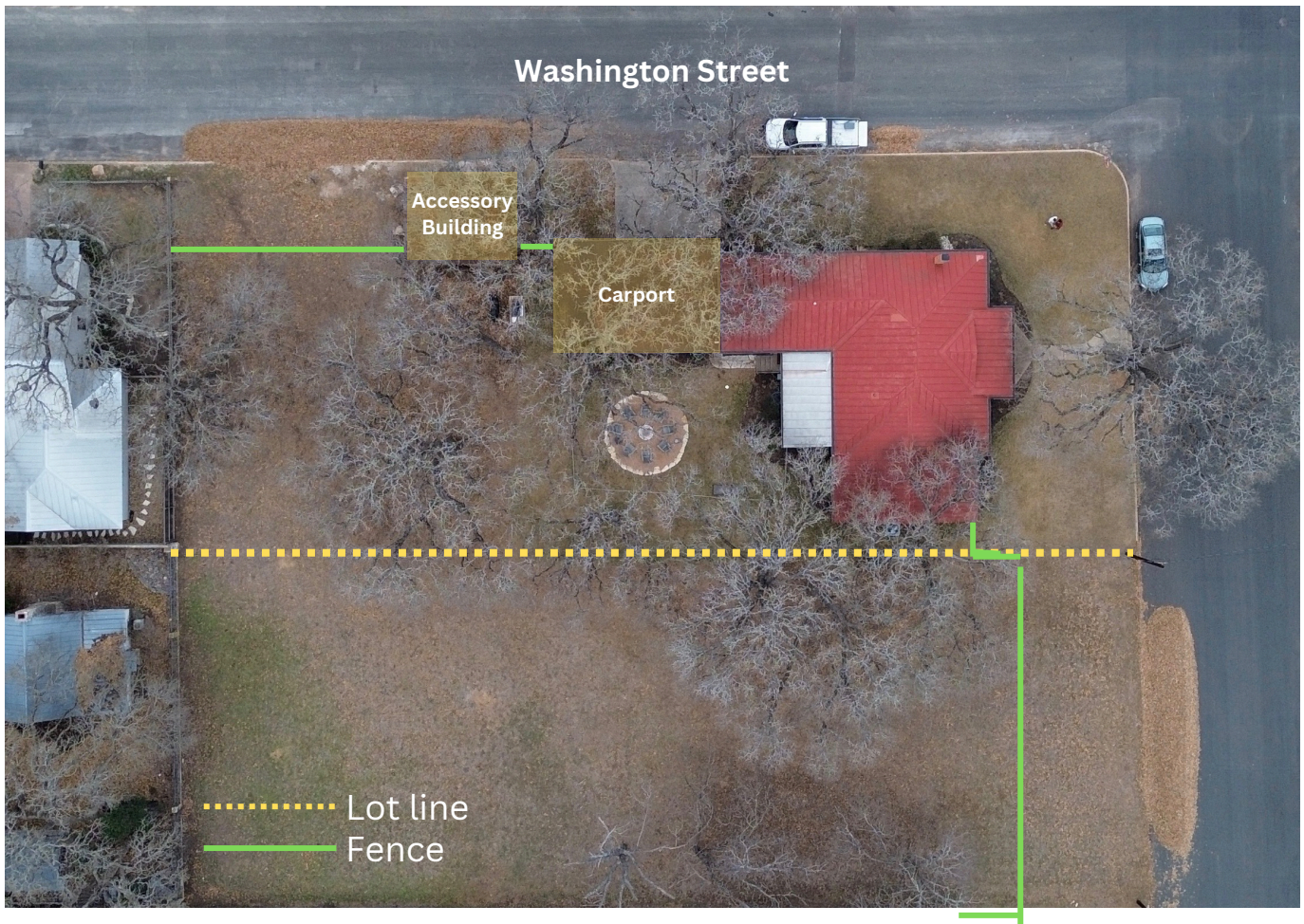
Staff Use Only

Application No: _____

Date: _____

Payment Type: _____

401 E. College Street -Setback Variance Request













401 East College – Photos Existing Outbuilding











HILLS OF TEXAS HOMES, Inc.

304 N. Adams St.
Fredericksburg, Texas 78624

Phone: 830-889-7900
mail@hillsoftexashomes.com

April 29, 2005

City of Fredericksburg
126 W. Main St.
Fredericksburg, TX. 78624

Attn: Shelby Collier
City of Fredericksburg Historical Officer

Ref: Duderstadt renovation of existing carriage house
401 E. College St.
Fredericksburg, TX. 78624

Dear Ms. Collier,

I have been hired to renovate/update the existing carriage house for Krista and Marc Duderstadt, owners of 401 E. College St. It has been brought to my attention that Mrs. Duderstadt has already presented a proposed plan to the Historic Commission that was met with some resistance and the response was to work with the existing structure because it was rated "medium". Mrs. Duderstadt requested to have the rating changed to "low" and it was dismissed.

I have thoroughly inspected the structure and it is not in a condition that can be utilized for restoration. I have also met with a Professional Engineer and a roofer at the property and they have both submitted letters about their findings.

In order to build a safe and code compliant outbuilding, we need to have the rating lowered to a low status to allow us to disassemble what is necessary and building an exact replica of the existing style in the same location. We have full intentions of using whatever material is usable from existing siding on the final project, but the structure (or lack thereof) is completely unusable and unsafe.

If you cannot authorize the change of status based on the recommendations of the Professional Engineer and roofer, I would propose to set up a meeting on site with you and several members of the historic review board prior to the next historical review board meeting so they we can discuss the actual condition of the existing structure. It would best if we could involve the members that were against this when Mrs. Duderstadt presented it so they can make an educated decision.

I have also included several photos of the existing structure for your review and consideration to allow the Duderstadts to revitalize this structure and contribute to the neighborhood instead of having a run-down carriage house that is currently at the residence. The Duderstadts have expressed to me that they want to maintain the original look and character of the building, if at all possible.

Please find attached the proposed floor plan as well as renderings of the proposed structure style and finishes. I have already been in contact with Antique Timberworks and we have located reclaimed 12” wide barn siding that will be a perfect complement to the project. I can provide more information on this, if necessary.

Please call if you have any questions and let me know if an on site meeting is a possibility.

Sincerely,

Todd Stephens
President
Hills of Texas Homes

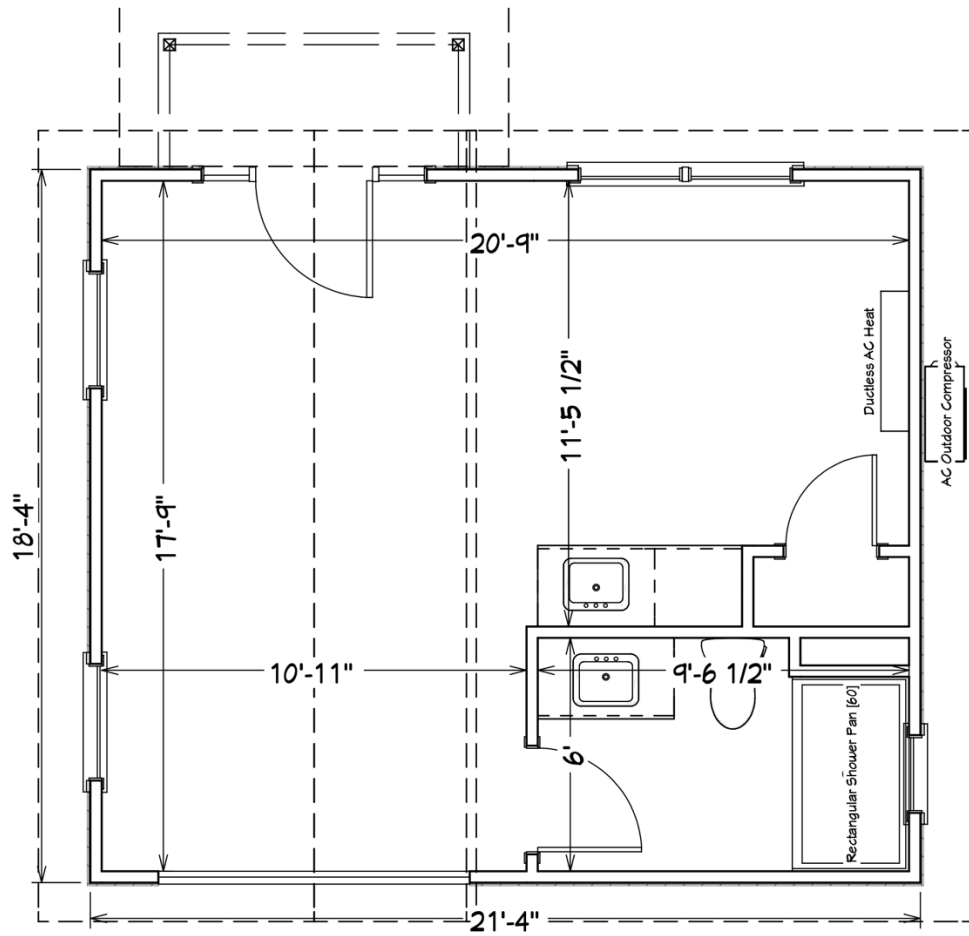














ZONING BOARD OF ADJUSTMENT AGENDA MEMO

DEPARTMENT: Development Services

TO: Zoning Board of Adjustment

FROM:

MEETING DATE: August 20, 2025

CATEGORY: ACTION ITEMS

CAPTION: **ZBA2025-08** - Request by Shelby Collier to request a setback variance per section 5.600 "Variance Proceedure" to allow for a zero (0) interior side yard setback instead of the required 5-foot interior side yard setback for the property commonly known as 313 West Creek Street.

SUMMARY:

The applicant is requesting a zero (0) yard interior side yard setback instead of the required 5-foot side yard interior setback to allow for the construction of an accessory garage along the southeast interior property line. The applicant has requested the variance to accommodate the construction of the accessory garage within a location that they have indicated will ensure historical development patterns are maintained.

FINDINGS:

A variance has been requested pertaining to the required interior side yard setback of 5 feet per section 3.100 of the zoning ordinance. Section 5.600 sets the variance procedure to make an application and appear before the ZBA for consideration and determination of findings per section 5.650. The findings of fact are as follows:

Sec. 5.650. - Findings.

Basic Criteria. The Board of Adjustment may grant a Variance if it makes affirmative findings of fact on each of the following criteria:

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

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.

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.

STAFF RECOMMENDATION:

In evaluating the request the area in general has a distinct pattern of development. It contains various lot sizes and building locations creating a range of existing setbacks and building placements. A determination that unique circumstances exist for the property, and not created by the owner, would need to be identified within the findings of fact for approval.

ATTACHMENTS:

1. Location Map
2. Zoning Map
3. ZBA2025-08_313 W Creek_Variance Application
4. ZBA2025-08_3.4.1 Lot Coverage
5. ZBA2025-08_313 W Creek_Survey
6. ZBA2025-08_313 W Creek_Plans
7. ZBA2025-08_APPROVAL

APPROVAL/REVIEW:



VARIANCE APPLICATION TO BOARD OF ADJUSTMENT

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

-
1. Applicant: Shelby Collier
 2. Owner: Mark & Shima Schneider
 3. Phone: 830-889-5873 Email: shelby@c3developmentservices.com

4. Description of property involved in this request.
Address: 313 W Creek
Legal Description: FBG ADDN BLK 25 LOT 447-PT, 448-PT
Lot Size: 12,650 Zoning District: R1, Single Family

5. Request is made to the Board of Adjustment that a variance be granted to the following provisions of the Zoning Ordinance.
Section: 3.100 Subsection: N/A
Item: Interior Side Yard Setback Relating To: Interior Side Yard Setback
Requiring: This section of code requires a 5 ft setback on the side interior lot line.
-
-

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.

The property has a base zoning of R1, Single Family Residential but also possesses an Historic District overlay. The base zoning (R1) does not take into account the historical nature of the property or its planned future development as referenced in the Historical Design

Guidelines and Standards which recommend following "Historical Development Patterns - Sec. 3.4.1.c/Lot Coverage"

- 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.

The requested variance to the setback is to ensure historical development patterns are maintained as the existing buildings onsite were built prior to the owners purchase of the property. The owners desire is for the new construction to be symmetrical and in keeping with the historical context of the lot.

- 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.

The variance, if issued, will not alter the character of the neighborhood as several buildings in this block are not compliant with the current setbacks and would allow the property to develop based on the historical development patterns that existed prior to the current zoning such as the buildings currently onsite.

- 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.

N/A

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.

N/A

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

N/A

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

N/A

- 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.

N/A

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.

N/A

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.

N/A

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.

N/A

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

N/A

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

N/A

Staff Use Only

Application No: **ZBA2025-08**

Date: **7/25/25**

Payment Type: **Ch # 1001 - \$550.00**

3.4.1. Lot Coverage

Zoning as the Baseline for *Maximum* Lot Coverage
 Fredericksburg’s zoning ordinance sets the baseline for the *maximum* allowable lot coverage. These standards require contextual assessment of lot coverage based on the surrounding historic properties. In many instances, the lot coverage permitted by these standards will be **less than the maximum permitted by the zoning ordinance**. The current zoning ordinance is available at https://library.municode.com/tx/fredericksburg/codes/code_of_ordinances?nodeId=PTIICOOR_APXBZ00R.

Priority Rankings and Lot Coverage
 If a property includes an existing historic building, lot coverage standards are affected by the property’s priority ranking. For the purposes of lot coverage standards, **previously empty lots are treated as Low Priority properties**.

Preservation

- (a) Avoid removing historic resources or landscape features in order to construct a parking area, new accessory building, or new landscape feature (SOI Standard 2).

High Priority	Medium Priority	Low Priority
Required	Required	Required

Site Layout

- (b) Consider the complex types prevalent among contributing properties on the block based on *Section 2.3*. Design the new site plan so that it generally reflects the character-defining features of the prevalent neighboring complex type(s).

High Priority	Medium Priority	Low Priority
Required	Required	Recommended

- (c) Consider maintaining historic-site development patterns for the relevant complex type discussed in *Section 2.3*; for example, residential rear yards should maintain a central open core for domestic and recreational use, and industrial complexes should maintain wide circulation paths historically needed for machinery.

High Priority	Medium Priority	Low Priority
Recommended	Recommended	Recommended

- (d) Appropriate setbacks from the property lines must be consistent with the surrounding context: for new residential construction, as well as commercial construction on Main Street west of Milam Street, front and side yard setbacks must be within 5 feet of the average setbacks of contributing buildings on the same block; on Main Street east of Milam Street, the front wall must be set flush with the property line. This may allow setbacks that are deeper or shallower than the base zoning. (Refer to the map in *Appendix C*.)

High Priority	Medium Priority	Low Priority
Required	Required	Required

- (e) Maintain appropriate setbacks between new accessory buildings and historic primary buildings on the property, reflecting historic patterns within the district, unless granted an exception due to small lot size. (See fig. 3-58.)

High Priority	Medium Priority	Low Priority
Maintain at least a 15-foot setback	Maintain at least a 10-foot setback	Required if visible from the public ROW; maintain at least a 10-foot setback

- (f) The maximum lot coverage allowable will not exceed the base zoning. Maximum allowable lot coverage may be less than the base zoning after deducting the required setbacks from the property lines [standard 3.4.1(d)] and setbacks from historic primary buildings on the property [standard 3.4.1.(e)].

High Priority	Medium Priority	Low Priority
Required	Required	Required

- (g) In areas zoned R1 and R2, the footprint of any single accessory dwelling building (commonly referred to as “Accessory Dwelling Unit” or “ADU”) shall not cover a larger footprint of the lot than the primary building. (See zoning map in *Appendix C*.)

High Priority	Medium Priority	Low Priority
Required	Required	Recommended

- (h) All accessory buildings, except any accessory dwelling building subject to Section 3.4.1(g) above, shall not exceed 800 sf or 50% of the primary building square footage, whichever is greater.

High Priority	Medium Priority	Low Priority
Required	Required	Recommended

Service Areas and Parking

- (i) Locate service areas at the rear of the site, unless it will entail impacting a historic resource or landscape feature; the side of the property may be permitted in some instances.

High Priority	Medium Priority	Low Priority
Required	Required	Required

- (j) Locate off-street parking to the rear of the site, unless it will entail impacting a historic resource or landscape feature; the side of the property may be permitted in some instances.

High Priority	Medium Priority	Low Priority
Required	Required	Required

- (k) Always use landscaping as a buffer between service areas/parking lots and streets or buildings, as well as to break up the visual effect of a parking lot – regardless of the location of the service area or parking lot.

High Priority	Medium Priority	Low Priority
Required	Required	Required

- (l) Design large parking lots to be broken into smaller components to reduce the visual impact of large, paved areas.

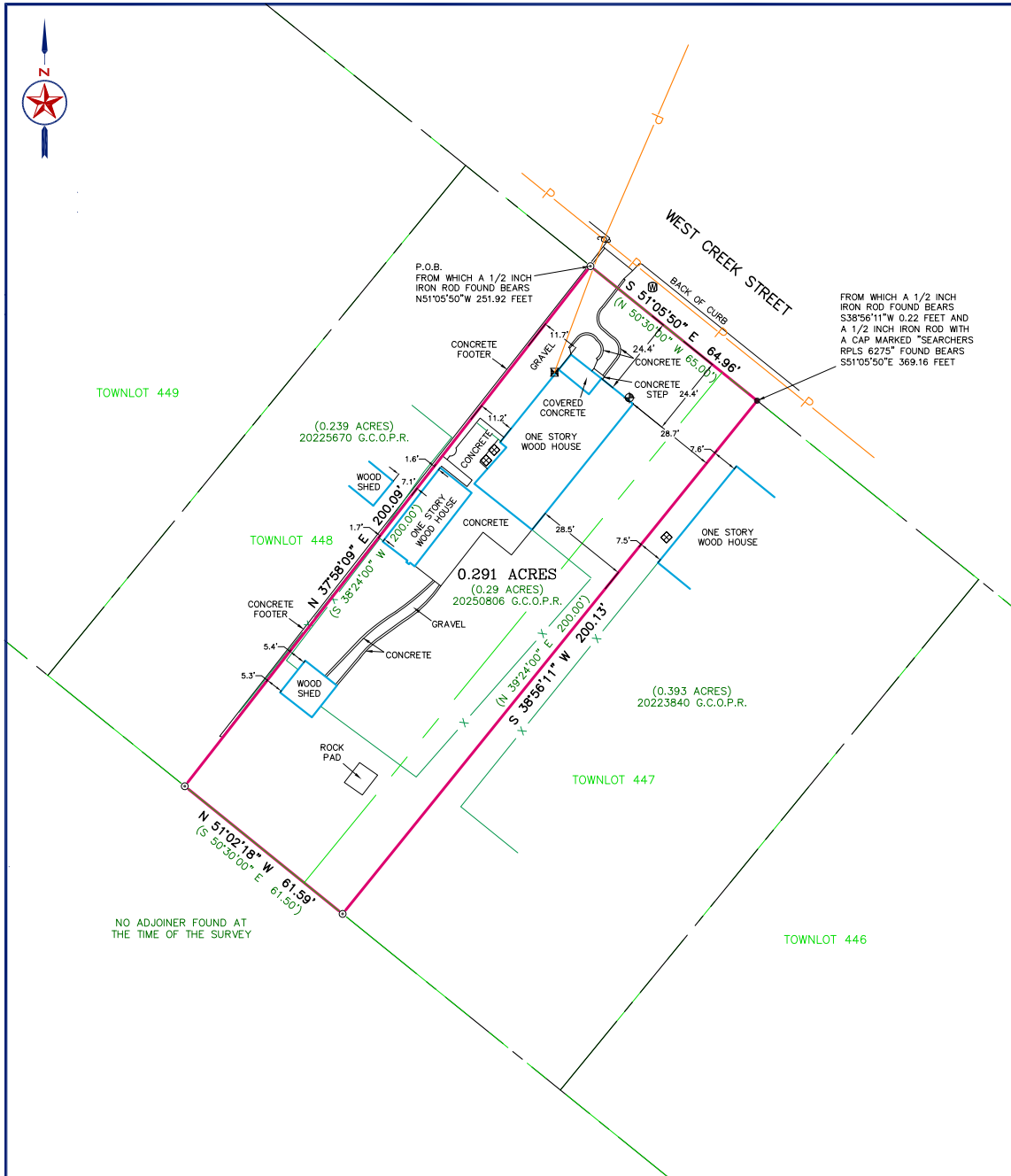
High Priority	Medium Priority	Low Priority
Required	Required	Required

- (m) Construct parking areas in accordance with City standards (*Appendix D*).

High Priority	Medium Priority	Low Priority
Required	Required	Required



Figure 3-57. Aerial photograph showing a sampling of setback measurements between historic main houses and historic accessory buildings within the Fredericksburg Historic District. Note a range of setbacks between 15 feet and 66 feet. Source: Basemap and measurements from Google Earth Pro.



SURVEY NOTES:

1. BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX CENTRAL ZONE 4203.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT/COMMITMENT. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY, NOT SHOWN HEREON.
3. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
4. A "1/2 INCH IRON ROD SET" IS A 1/2 INCH REBAR WITH PLASTIC CAP MARKED "SEARCHERS RPLS 6275" AND A "MAG NAIL SET" IS A MAG NAIL WITH WASHER MARKED "SEARCHERS RPLS 6275".

LEGEND:

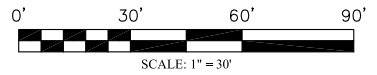
	● POINT		
	○ 1/2" IRON ROD FOUND		
	○ 1/2" IRON ROD SET		
	⊕ 3/8" IRON ROD FOUND		
	⊕ IRON PIPE FOUND		
	△ 1200 NAIL FOUND		
	⊕ NAIL SET		
	⊕ CONCRETE MONUMENT FOUND		
	⊕ BENCH MARK		
	G.C.P.R. - GILLESPIE COUNTY PLAT RECORDS		
	G.C.D.R. - GILLESPIE COUNTY DEED RECORDS		
	G.C.O.P.R. - GILLESPIE COUNTY OFFICIAL PUBLIC RECORDS		
	G.C.R.P.R. - GILLESPIE COUNTY REAL PROPERTY RECORDS		



I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND COMPLETED ON FEBRUARY 19, 2025; NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

ABRAHAM J. LEAMONS
 REGISTERED PROFESSIONAL LAND SURVEYOR #6275
 DATE: 02-27-2025

SEARCHERS
 SURVEYORS | CONSULTANTS
 MASON | FREDERICKSBURG
 4585 OLD PONTOTOCO ROAD, MASON, TEXAS 76856
 720 MUSTANG STREET, FREDERICKSBURG, TEXAS 78624
 830-383-1211 | F-1D193966 | SEARCHERS.NET

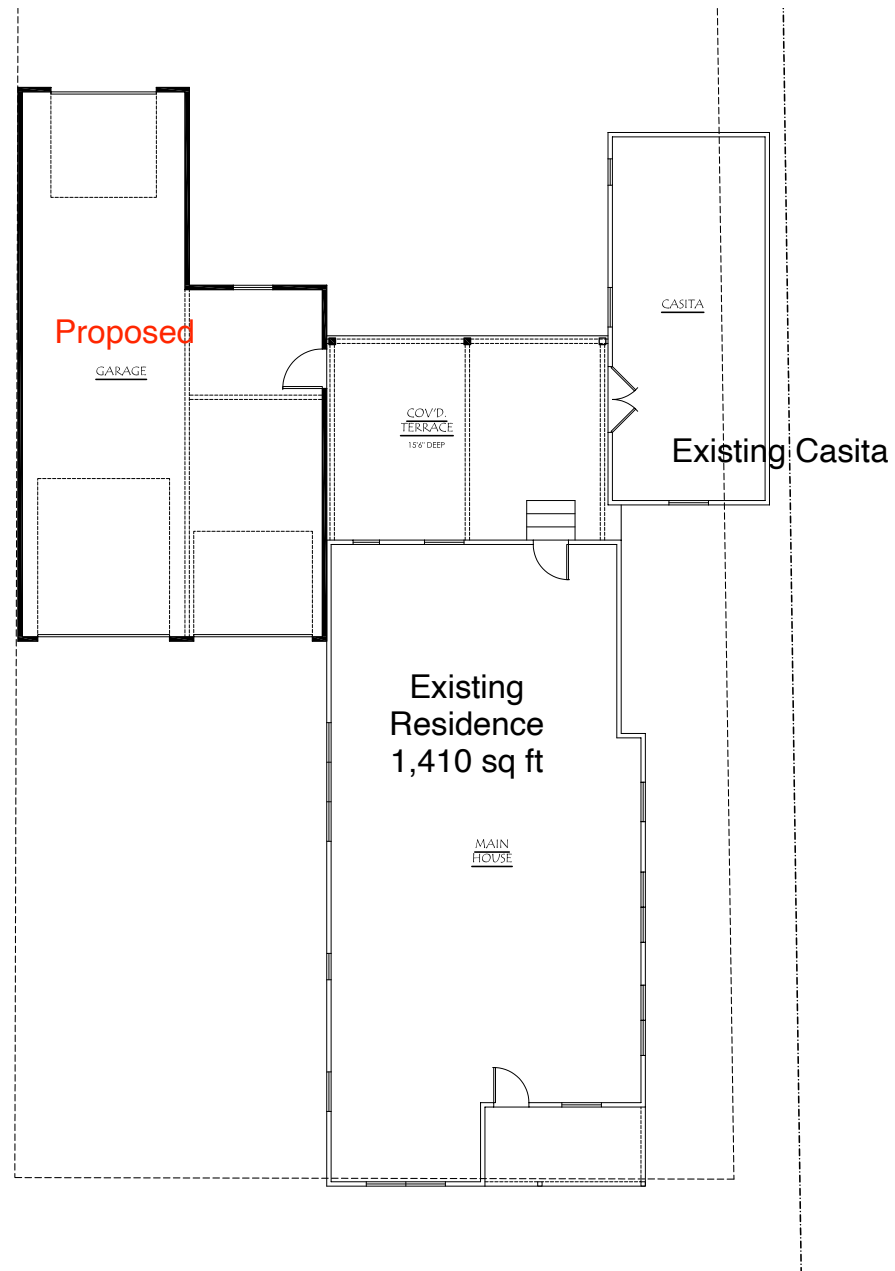


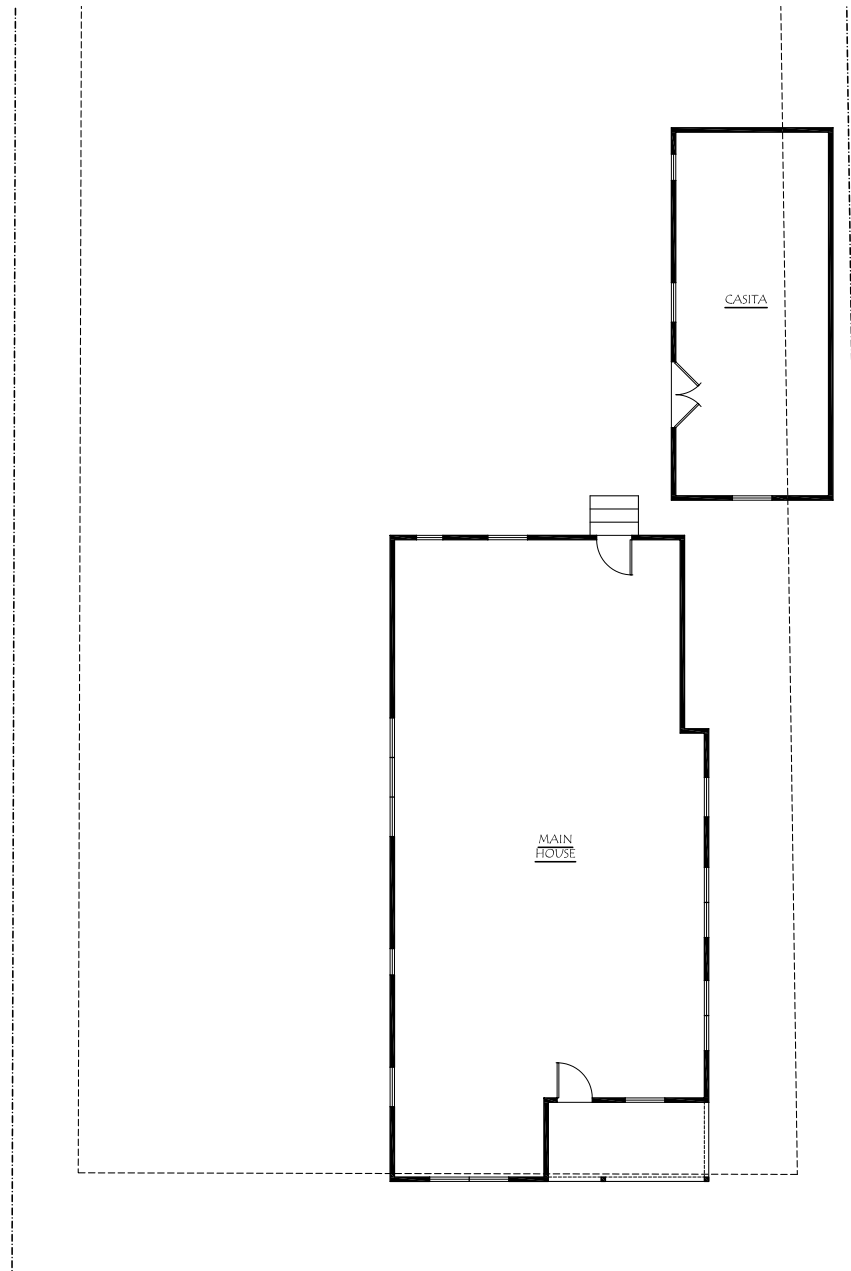
BOUNDARY SURVEY
 0.291 ACRES BEING PORTIONS OF TOWNLOT 448 AND TOWNLOT 447 IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS AS SHOWN ON THE MAP OF FREDERICKSBURG, TEXAS AND ENVIRONS BY THE GERMAN EMIGRATION COMPANY.

REFERENCE: MARK SCHNEIDER
 ADDRESS: 313 W. CREEK
 JOB NO: 25-7455
 REV: 0
 DRAWN BY: JTL

Proposed new construction is to accommodate a garage.

The applicant requests a setback to match the existing setback for the casita on the west side.





If you wish to comment on the request, please detach the response form below and return it to the City of Fredericksburg, Attention, Jan Musgrove, 126 W. Main St., Fredericksburg, TX 78624. All protests must be submitted in writing.

SETBACK VARIANCE: ZBA2025-08 (313 WEST CREEK)

As an interested property owner, I (Protest) (Approve) the requested setback variance represented by the above file number because:

Katherine F Peake 8/6/2025
Signature Date

317 W Creek
Address

Katherine F. Peake
Printed Name