

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “Agreement”) is entered into between Century Land Holdings II, LLC (“Owner”) and the City of New Braunfels, Texas (the “City”), a home-rule municipal corporation in Comal and Guadalupe Counties, Texas, acting by and through its governing body, the City Council of New Braunfels, Texas to be effective on the date of _____, 2024 (the “Effective Date”). The City and Owner being referred to hereinafter as “Parties” or individually a “Party”.

RECITALS

A. Owner owns approximately 70.817 acres of land in Guadalupe County, Texas (the “Property”), located within the extraterritorial jurisdiction of the City, as more particularly described in **Exhibit A-1**, and designated for primarily residential use; and

B. the Parties wish to enter into this Agreement to provide certainty of regulatory requirements throughout the term of this Agreement and encourage high-quality development of the Property; and

C. for and in consideration of Owner’s covenants and commitments contained herein, the City provides consent to the Property to be initially included within the boundaries of a municipal utility district to be named Park Place Municipal Utility District of Guadalupe County (the “District”), and to a 22.681-acre portion of the Property, as more particularly described in **Exhibit A-2**, to be annexed into the District following the District’s creation, organization, and confirmation; and

D. the City approved an amended master plan governing the development of the Property, which is attached as **Exhibit B** (the “Master Plan”); and

E. the Parties have authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code and Chapters 49 and 54 of the Texas Water Code, as amended; and

F. Owner acknowledges that it has received the mandatory disclosure notice from the City as required by Section 212.172(b-1) Texas Local Government Code.

AGREEMENT

NOW THEREFORE, for and in in consideration of the mutual agreements, covenants, and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.1 Incorporation of Recitals. The recitals set forth above are incorporated in and made a part of this Agreement as findings for all purposes.

Section 1.2. Terms. Unless the context requires otherwise, the following terms used in this Agreement shall have the following meanings:

“Annexation Tract” means the approximately 22.681 acres of land, as described in **Exhibit A-2** attached hereto, which the City agrees may be annexed into the District in accordance with Section 4.02.

“Applicable City Rules” means the provisions of the City Code in effect on the Vesting Date or any updated City Code provisions that the Owner, at its option, elects to take advantage of adopted by the City after the Effective Date that Owner determines are in the best interest of Owner without forfeiting vested rights under this Agreement.

“City” means the City of New Braunfels, Texas, a home rule municipal corporation situated in Comal and Guadalupe Counties, Texas, acting by and through its governing body, the City Council of New Braunfels, Texas.

“City Code” means the New Braunfels City Code of Ordinances and other ordinances and regulations adopted by the City of New Braunfels, as such ordinances may be amended, changed, supplemented, or repealed from time to time.

“Development Regulations” means the certain provisions or standards codified in the City Code related to the development of the Property listed in the attached **Exhibit C** in effect on the Effective Date.

“District” means Park Place Municipal Utility District of Gaudalupe County or other such similarly named municipal utility district approved and created by the TCEQ.

“Master Plan” means the master plan, as that term is defined in Section 118-2 of the City Code, applicable to the Property and the Annexation Tract, and as authorized approved, and amended under Sections 118-3, 118-22, 118-26, 118-35 of the City Code.

“Owner” means Century Land Holdings II, LLC, and their successor and assigns.

“Property” means the approximately 70.817 acres of land shown more particularly in **Exhibit A-1**.

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

Section 1.3. Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A-1	Legal Description and Survey of the Property
Exhibit A-2	Legal Description and Survey of the Annexation Tract
Exhibit B	Master Plan
Exhibit C	Development Regulations
Exhibit D	Regional Transportation and Hike and Bike Trails Plans
Exhibit E	Form of Strategic Partnership Agreement

ARTICLE II
MASTER PLAN AND CONSENT TO MUNICIPAL UTILITY DISTRICT

Section 2.1. Master Plan. The City previously approved the Master Plan on February 17, 2023, governing development of the Property and Annexation Tract. As such, the City finds it consistent with the Applicable City Rules, Development Regulations, the City’s Comprehensive Plan, and the City’s Regional Transportation Plan and Hike and Bike Trail Plans. Any further amendments to the Master Plan shall meet all requirements of the City’s Subdivision Platting Ordinance and shall only require administrative approval by the Planning and Development Services Director of the City, whose approval shall not be unreasonably withheld, conditioned, or delayed. The Parties agree that any amendment to the Master Plan shall not affect the vesting date under Chapter 245 of the Texas Local Government Code. Owner agrees to offer, or cause to be offered, a mixture of home sizes and a minimum of three (3) different floor plans to ultimate consumers. Owner agrees to maintain the minimum lot size(s) and lot mixture as shown in the Master Plan and previously approved by the City.

Section 2.3. Creation of Municipal Utility District. The Owner intends to request that the City agree to creation of the District and the inclusion of the approximately 70.817 acres comprising the Property, as described in **Exhibit A-1** within the District. The City agrees to consider said request within 60 days of said request be submitted to the City. In addition, it is anticipated that the District, once created, confirmed and organized, will request that the City consent to the annexation of approximately 22.681 acres comprising the Annexation Tract described in **Exhibit A-2** into the boundaries of the District. The City agrees to provide the Owner and District, as appropriate, a certified copy of each consent resolution upon any approval. The Owner agrees and understands that consent to the creation of a municipal utility district is a legislative act, and the City may not contractually agree to said consent. Notwithstanding the foregoing, and without limitation, this Agreement will automatically terminate in the event the City does not provide consent to the inclusion and annexation of the Property and Annexation Tract within ninety (90) days following the Effective Date (“Consent Period”). No further actions will be necessary by the Parties to effect the termination of this Agreement after the expiration of the Consent Period.

Section 2.4. Temporary Housing. Owner may utilize manufactured or other forms of temporary housing, trailers, or buildings on the Property for purposes of complying with the Texas Water Code and other statutory requirements associated with the District’s creation and confirmation process (“Temporary Housing”). Temporary Housing may be located on any site within the Property regardless of whether the land has been subdivided in accordance with the Master Plan or this Agreement. No permits shall be required from the City relating to the construction, placement, or use of such structures within the Property.

ARTICLE III
DESIGN AND CONSTRUCTION STANDARDS

Section 3.1. Development of Property. Development of the Property shall comply with this Agreement, the Master Plan and the Development Regulations, attached as **Exhibit C**, except only where modified or otherwise specified herein. Except as authorized under Chapter 245 of the Texas Local Government Code, there shall be no other City ordinances, rules, regulations, standards, policies or City-adopted or City-enforced requirements of any kind, whether heretofore or hereafter adopted, apply to the development of the Property, unless otherwise agreed by the Parties.

Section 3.2. Compliance with Regional Plans. Development of the Property shall comply with the City's Regional Transportation and Hike and Bike Trails Plan attached hereto as **Exhibit D**. The location of the Property's hike and bike trail shall be determined and shown in the construction plan submittal of Park Place Unit 4B.

Section 3.3. Archeological Protection. Owner shall establish methods for protection and remediation of any known archeological or historical resources within the Property as required by law.

Section 3.4. Builder Fees and Code Compliance. Builders within the Property shall obtain and pay corresponding fees for City building permits and inspections. All structures built on individual lots shall be required to comply with the applicable Development Regulations. All buildings within the Property shall be designed in accordance with the edition of the International Residential Code and International Building Code, as applicable, and adopted by the City at the time of the building permit application.

Section 3.5. Stream Buffers. Stream or other riparian buffers shall be required as follows:

STREAM	MINIMUM BUFFER
Identified streams draining 640 acres or greater	100 ft. from the centerline
Identified streams draining 320-639 acres	50 ft. from the centerline
Identified streams draining 128-319 acres	50 ft. from the centerline
Identified streams draining less than 128 acres	No buffer requirement

Roads, facilities, structures and improvements such as paths, trails, utilities, stormwater management facilities and water quality measures are permitted within buffer areas. Where stream buffers are located within parks, or are subject to a public easement, the buffer shall count towards overall park acreage.

Section 3.6. Utilities. Owner shall provide or cause to be provided water, sewer, drainage, and roads to serve the Property at the Owner's sole cost. Owner may enter into one or more reimbursement agreements with the District to seek reimbursement for the costs of the water, sewer, and drainage facilities, and road facilities to serve the Property. All capacity in the water system, wastewater system, and drainage system constructed, expanded, or financed by Owner for Property and the District shall be reserved to serve the Property and the District.

- (a) Water. Owner and Green Valley Special Utility District ("GVSUD") have entered into an agreement on the provision of water services. The design, construction and installation of any water distribution facilities shall be built in accordance with GVSUD standards.
- (b) Wastewater. Owner and Guadalupe-Blanco River Authority ("GBRA") have entered into an agreement on the provision of wastewater services. The design, construction and installation of any wastewater collection facilities shall be built in accordance with GBRA standards.

Section 3.7. City Approval of Plans and Specifications. Plans and specifications for drainage facilities and road facilities will be submitted to the City. The City, through its Planning and Development Services Director, shall have the right to review and approve the plans and specifications for the District's drainage facilities and road facilities in accordance with the Development Regulations and this Agreement, whose review and administrative approval shall not be unreasonably withheld, conditioned, or delayed.

Section 3.8. Ownership, Operation and Maintenance of Facilities. Public roads within the Property will be conveyed to the District upon completion for operation and maintenance. Stormwater detention ponds will be owned, operated and maintained by the District.

Section 3.9. Platting. Subdivision plats of the Property shall be submitted to the City's Planning and Development Services Department and shall be administratively approved if such plats are in accordance with the Master Plan. So long as the final plats meet all applicable requirements of this Section 3.7, the City's Planning and Development Department shall approve the plats. Notwithstanding the foregoing, any subdivision of the Property for the purpose of qualifying persons to serve on the Board of Directors of the District shall not be required to be platted.

Section 3.10. Associations. Owner will create a homeowners association for the residential development (the "Association"). The District and/or the Association shall maintain all common areas, park, trail, and recreational facilities. The Owner agrees to encourage xeriscape landscaping for water conservation.

Section 3.11. Park and Recreational Facilities. So long as Owner develops park and recreational facilities within the Property in compliance with the Master Plan, Owner shall be found to be in compliance with Applicable City Rules regarding parkland dedication and development. Owner shall not be required to dedicate any additional park land or open space or pay any additional fees.

Section 3.12. Pedestrian Lighting at Trail Connections. Pedestrian lighting is required within the Property at trail connections between neighborhoods and parks and non-residential development, as applicable. Lighting fixtures shall be fully shielded and be designed, arranged, and screen so that the point light source shall not be visible from adjoining lots or streets; however, lighting fixtures are allowed with no additional “house side” shielding in accordance with the following formula: Height (H) < 3 + (D/3), where D equals the distance in feet from the light source to the nearest residential lot line (extended vertically).

Section 3.13. Trees.

- (a) Street Trees. Trees are required on both sides of collector classification and above streets (minimum of one 1.5-inch caliper tree every 100 feet maximum) internal to the Property and shall be maintained in good health and condition.
- (b) Residential Lot Trees. A total of two (2) trees shall be planted on each residential lot concurrent with the vertical construction of a home. One tree shall be planted in the front yard and one tree shall be planted in the back yard. At the time of planting, each tree shall be a minimum of 1.5 -inch caliper.

ARTICLE IV
DEFAULT AND TERMINATION

Section 4.1. Material Breach of Agreement.

It is the intention of the Parties to this Agreement that the Property be developed in accordance with the terms of this Agreement. In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article IV shall provide the remedies for such default.

- (a) The Parties acknowledge and agree that any deviation by the Owner from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Owner shall be deemed to have occurred in the event of failure of the Owner to comply with a provision of this Agreement.
- (b) The Parties acknowledge and agree that any deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the event of failure of the City to comply with a provision of this Agreement.

Section 4.2. Notice of Owner’s Default.

- (a) The City shall notify Owner in writing of an alleged failure by the Owner to comply with a provision of this Agreement, describing the alleged failure with reasonable

particularity. Owner shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

- (b) The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Owner. The Owner shall make available to the City, if requested, any records, documents, or other information reasonably necessary, and existing, to make the determination, except to the extent that such information is protected by attorney/client privilege.
- (c) If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.
- (d) If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Owner in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City shall notify the Owner and may pursue any and all remedies it has at law or equity.

Section 4.3. Notice of City's Default.

- (a) Owner shall notify the City Manager in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Owner may specify in the notice, either cure the alleged failure or, in a written response to Owner, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.
- (b) Owner shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Owner, if requested, any records, documents, or other information necessary to make the determination that are subject to the Public Information Act, Chapter 552, Texas Government Code.
- (c) If Owner determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Owner, or that the failure is excusable, the determination shall conclude the investigation.
- (d) If Owner determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner

and in accordance with a schedule reasonably satisfactory to Owner, then Owner shall notify the City and may pursue any and all remedies it has at law or equity.

Section 4.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each Party hereto might suffer by virtue of a default by another party, each Party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available. The Parties further agree that sovereign immunity will be waived for the purposes of enforcing the contractual rights and remedies pursuant to this Agreement. The prevailing party in any such action in law or equity shall be entitled to reasonable attorneys' fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

Section 4.5. Term. This Agreement shall bin the Parties and continue until forty-five (45) years from the Effective Date, unless terminated earlier by express written agreement of the Parties.

ARTICLE V ANNEXATION

Section 5.1. Future Annexation. The City agrees not to annex or attempt to annex, in whole or in part, or to dissolve the District encompassing all or any part of the Property until (i) ninety percent (90%) of the acreage within the District is fully developed and the remaining ten percent (10%) undeveloped acreage has had District water, sanitary sewer, drainage and road facilities necessary to serve the area installed, and (ii) the Owner, and its successors and assigns, have been fully reimbursed by the District to the maximum extent permitted by the rules if the TCEQ or other applicable law, for all eligible development and construction costs, all as certified in writing by the Owner to the City.

Section 5.2. Strategic Partnership Agreement. Upon receipt of the City's consent to the inclusion of the Property and the Annexation Tract into the District's boundaries, and in furtherance of the intention to facilitate such annexation of the District's land into the City without the need for a confirming election, the Owner and the City agree that the City and the District will enter into a strategic partnership agreement pursuant to Texas Local Government Code Section 43.0751, the form of which is attached hereto as **Exhibit E**. The strategic partnership agreement shall govern annexation and shall provide the terms and conditions for the City to (i) have the option to annex the District when the conditions of this Section 5.2 have been satisfied and (ii) to annex for limited purposes any areas within the District that are developed for commercial purposes for the sole purpose of allowing the City to impose its sales and use tax within the commercial property, if ever applicable.

ARTICLE VI MISCELLANEOUS

Section 6.1. Sale of Property; Assignability. Any Agreement by Owner to sell the entirety or any portion of the Property to a person intending to develop the Property or such portion

thereof and any instrument of conveyance for the entirety or any portion of the Property to such successor-in-interest shall recite and incorporate this Agreement and provide that this Agreement be binding on such successor-in-interest and shall clearly give the City the right to enforce this Agreement against such successor-in-interest. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of fully developed residential lots or fully developed residential parcels out of the Property. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 6.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party similar to those enumerated and not within the control of the party claiming such inability.

Section 6.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction. Any disputes or proceedings arising out of this Agreement shall be subject to the exclusive jurisdiction of the Texas State courts in Guadalupe County, Texas.

Section 6.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:
City of New Braunfels
Attn: City Manager
550 Landa Street
New Braunfels, TX 78130

With a copy to the City Attorney:
City of New Braunfels
Attn: City Attorney
550 Landa Street
New Braunfels, TX 78130

If to the Owner, to:

Century Land Holdings II, LLC
Attn: Rudy Munoz
2330 N. Loop 1604 West, Suite 112
San Antonio, Texas 78248

With a copy to:
Allen Boone Humphries Robinson LLP
Attn: Paul Harle
919 Congress Avenue, Suite 1500
Austin, Texas 78701

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other parties.

Section 6.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, and, except as otherwise provided in this Agreement, embodies the entire Agreement between the Parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of both Parties.

Section 6.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.8. Benefits of Agreement. This Agreement is for the benefit of the City and Owner and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 6.9. Recordation. The City shall record this Agreement and any amendments thereto in the deed records of Gaudalupe County, Texas. In addition, any assignments of this Agreement shall be recorded in the deed records of Guadalupe County, Texas. This Agreement shall be a covenant running with the land and binding upon the Property, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any end purchaser of land or lot within the Property who does not intend to resell, subdivide, or develop the land or lot in the ordinary course of business.

Section 6.10. Cooperation. The Parties agree to cooperate as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to, the execution of such further documents as maybe reasonably necessary.

Section 6.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Code. Owner hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

Section 6.12. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement, except as otherwise provided.

(Signature Pages to Follow)

Executed by the Owner and the City to be effective on the Effective Date.

Owner
Century Land Holdings II, LLC

By: [Signature]

Name: ERIC RUNGE

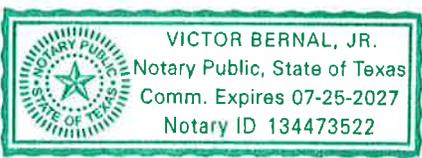
Title: Division President San Antonio

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me this 29TH day of FEBRUARY, 2024,
by ERIC RUNGE, DIVISION, Century Land Holdings II, LLC
PRESIDENT

[Signature]
Notary Public, State of Texas

(NOTARY SEAL)



CITY OF NEW BRAUNFELS, TEXAS

Neil Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me this ____ day of _____, 2024, by Neil Linnartz, Mayor, City of New Braunfels, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A-1
LEGAL DESCRIPTION AND SURVEY OF THE PROPERTY

PARK PLACE MUNICIPAL UTILITY DISTRICT
METES AND BOUNDS DESCRIPTION
FOR A 70.817 ACRE TRACT OF LAND

Being a 70.817 acre tract of land out of the Sarah DeWitt Survey No. 48, Abstract No. 103, and the J.S. Johnson Survey No. 47, Abstract No. 190, Guadalupe County, Texas, being comprised of the following six tracts:

1. The residue of a 179.75 acre tract, Conveyed to O Union Wine Rd, LLC, recorded in Document No. 202199007490, Official Public Records, Guadalupe County, Texas.
2. A called 0.010 of an acre tract, Tract 1, described in Document No. 202399002383, Official Public Records, Guadalupe County, Texas.
3. A called 0.093 of an acre tract, Tract 2, described in Document No. 202399002383, Official Public Records, Guadalupe County, Texas.
4. A called 0.007 of an acre tract, Tract 3, described in Document No. 202399002383, Official Public Records, Guadalupe County, Texas.
5. A called 0.003 of an acre tract, Tract 4, described in Document No. 202399002383, Official Public Records, Guadalupe County, Texas.
6. A called 0.137 of an acre tract, Tract 5, described in Document No. 202399002383, Official Public Records, Guadalupe County, Texas.

Said 70.817 acre tract being more fully described as follows:

BEGINNING at a found 1/2" iron pin in the Northeast line of the residue of a called 128 acre tract, conveyed to Zipp Heritage Properties, recorded in Document No. 2021992179, Official Public Records, Guadalupe County, Texas, same being the Westernmost Northern corner of a called 193.397 acre tract, recorded in Document No. 202199023875, Official Public Records, Guadalupe County, Texas, and a Southwestern corner of the said 179.75 acre residue tract;

THENCE with Northeast line of said residue of a called 128 acre tract and the Southwestern line of said 179.75 acre residue tract, N 52°45'34" W, a distance of 912.10 feet to a found 1/2" iron pin with cap "HMT" for a corner in the Southeast right of way line W. Zipp Road, a 30' wide right of way dedication (no road in place at time of survey) recorded in New Braunfels Sports Complex Plat, Volume 9, Pages 618-623, Map and Plat Records, Guadalupe County, Texas, same point being the North corner of said 128 acre tract, the Westernmost corner of said 179.75 acre residue tract, and the West corner of the herein described tract;

THENCE with the said 30' R.O.W. dedication for Zipp Road and the Northwest line of said 179.75 acre residue tract, N 44°16'48" E, a distance of 1218.19 feet to a found 60D nail in the top of a wood fence post for a corner of said Southeast right of way line W. Zipp Road, and a Northwest corner of the herein described tract;

THENCE continuing with the Southeast right of way line W. Zipp Road and the Northwest line of said 179.75 acre residue tract, N 44°19'44" E, a distance of 194.70 feet to a point for the West corner of a called 0.010 of an acre tract, "Tract 1", recorded in Document No. 202399002383, Official Public Records, Guadalupe County, Texas, same point being the North corner of the 179.75 acre residue tract, and a corner of the herein described tract;

THENCE along the Northwest line of said 0.010 of an acre tract and the Southeast right of way line of W. Zipp Road, N 44°20'02" E, a distance of 15.00 feet to a set 1/2" iron pin with cap "HMT" for the North corner of said 0.010 acre tract, lying in the South right of way line of W. Zipp Road dedicated by Park Place, Unit 1B, recorded in Volume 10, Pages 88-89, Map and Plat Records, Guadalupe County, Texas, for a corner of the herein described tract;



ENGINEERING & SURVEYING

290 S. Castell Avenue, Ste. 100
New Braunfels, TX 78130
(830) 625-8555
TBPE-FIRM F-10961
TBPLS FIRM 10153600

THENCE across the South right of way line of W. Zipp Road and the Northeast line of said 0.010 of an acre tract, S 45°40'16" E, a distance of 30.09 feet to a found 1/2" iron pin with cap "HMT" for a corner in the Northwest line of Lot 905, Block 9, Park Place, Unit 1B, for the East corner of said 0.010 of an acre tract, and a corner of the herein described tract;

THENCE with the Southeast line of said 0.010 of an acre tract and the Northwest line of Lot 905, S 44°18'23" W, a distance of 15.00 feet to a found 1/2" iron pin with cap "HMT" for the South corner of said 0.010 of an acre tract, same point being the Southwest corner of Lot 905, a North corner of said 179.75 acre residue tract, and a corner of the herein described tract;

THENCE with the North line of said 179.75 acre residue tract and the Southwest line of Park Place, Unit 1B, the following five (5) calls:

1. S 45°40'16" E, a distance of 14.90 feet to a found 1/2" iron pin with cap "HMT" for a corner;
2. S 36°16'25" E, a distance of 65.50 feet to a found 1/2" iron pin with cap "HMT" for a corner;
3. S 49°31'51" E, a distance of 77.91 feet to a found 1/2" iron pin with cap "HMT" for a corner;
4. S 66°11'40" E, a distance of 56.63 feet to a found 1/2" iron pin with cap "HMT" for a corner;
5. S 78°25'16" E, a distance of 90.20 feet to a found 1/2" iron pin with cap "HMT" for a West corner of a called 0.093 of an acre tract of land, "Tract 2", recorded in Document No. 202399002383, Official Public Records, Guadalupe County, Texas, same point being a South corner of Lot 5, Block 9, Park Place, Unit 1B, and a corner of the herein described tract;

THENCE with the North line of said 0.093 of an acre tract of land and the Southwest line of Park Place, Unit 1B, the following five (5) calls:

1. S 61°01'10" E, a distance of 33.59 feet to a found 1/2" iron pin with cap "HMT" for a corner;
2. S 78°25'16" E, a distance of 79.89 feet to a found 1/2" iron pin with cap "HMT" for a corner;
3. S 74°00'15" E, a distance of 43.49 feet to a found 1/2" iron pin with cap "HMT" for a corner;
4. S 54°07'31" E, a distance of 43.34 feet to a found 1/2" iron pin with cap "HMT" for a corner;
5. S 19°12'09" W, a distance of 45.89 feet to a found 1/2" iron pin with cap "HMT" for a Southeast corner of said 0.093 of an acre tract, same point being the West corner of Lot 12, Block 9, Park Place, Unit 1B, a Northern corner of said 179.75 acre residue tract, and a corner of the herein described tract;

THENCE with the North line of said 179.75 acre residue tract and the Southwest line of Park Place, Unit 1B, the following three (3) calls:

1. S 29°09'36" E, a distance of 36.46 feet to a found 1/2" iron pin with cap "HMT" for a corner;
2. S 11°00'51" E, a distance of 68.23 feet to a found 1/2" iron pin with cap "HMT" for a corner;
3. S 09°50'20" W, a distance of 24.70 feet to a found 1/2" iron pin with cap "HMT" for the Northwest corner of Lot 15, Block 9, Park Place, Unit 1B, same point being the North corner, of a called 0.007 of an acre tract, "Tract 3", recorded in Document No. 202399002383, Official Public Records, Guadalupe County, Texas, a Northern corner of said 179.75 acre residue tract, and a corner of the herein described tract;

THENCE with the East line of said 0.007 of an acre tract and the Southwest line of Park Place, Unit 1B, the following two (2) calls:

1. S 05°53'08" E, a distance of 40.15 found 1/2" iron pin with cap "HMT" for a corner;
2. S 10°54'09" E, passing the South corner of said 0.007 of an acre tract, lying in the Southwest line of Lot 16, Block 9, at a distance of 30.82 feet, passing a point for the North corner of a called 0.003 of an acre tract of

land, "Tract 4", recorded in Document No. 202399002383, Official Public Records, Guadalupe County, Texas, at a distance of 110.28 feet, continuing with the Southwest line Park Place, Unit 1B and the East line of said 0.003 of an acre tract, a total distance of 131.90 feet to a found 1/2" iron pin with cap "HMT" for the East corner of said 0.003 of an acre tract of land, same point being the South corner of Lot 18 and the Northernmost West corner of Lot 19, Block 9, Pak Place, Unit 1B, and a corner of the herein described tract;

THENCE with the East line of said 0.003 of an acre tract and the West line of Lot 19, S 01°39'59" W, a distance of 56.88 feet to a found 1/2" iron pin with cap "HMT" for the Southwest corner of Lot 19, same point being the South corner of said 0.003 of an acre tract, a northern corner of said 179.75 acre residue tract, and a corner of the herein described tract;

THENCE with the South line of Park Place, Unit 1B, and the North line of said 179.75 acre residue tract, the following ten (10) calls:

1. S 04°11'43" W, a distance of 536.58 feet to a point for a corner;
2. S 85°54'27" E, a distance of 44.24 feet to a point for a corner, and the beginning of a curve;
3. Along the arc of a curve to the right, having a radius of 50.00 feet, an arc length of 68.38 feet, and a chord bearing and distance of N 40°55'01" E, 63.17 feet to a point for a corner, and the beginning of a reverse curve;
4. Along the arc of a curve to the left, having a radius of 15.00 feet, an arc length of 10.18 feet, and a chord bearing and distance of N 60°39'34" E, 9.98 feet to a point for a corner;
5. N 41°13'27" E, a distance of 425.05 feet to a found 1/2" iron pin with cap "HMT" for a corner;
6. S 48°46'33" E, crossing Havisham Pass, a distance of 50.00 feet to a found 1/2" iron pin with cap "HMT" for a corner;
7. N 41°13'27" E, a distance of 10.00 feet to a found 1/2" iron pin with cap "HMT" for a corner, and the beginning of a curve, at the intersection of Havisham Pass and Hobbiton Way;
8. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of N 86°13'27" E, 21.21 feet to a found 1/2" iron pin with cap "HMT" for a corner;
9. S 48°46'33" E, a distance of 40.00 feet to a found 1/2" iron pin with cap "HMT" for a corner;
10. N 41°13'27" E, crossing Hobbiton Way, a distance of 50.00 feet to a found 1/2" iron pin with cap "HMT" for a Southeast corner of Hobbiton Way, same point being the South corner of a called 0.137 of an acre tract of land, "Tract 5", recorded in Document No. 202399002383, Official Public Records, Guadalupe County, Texas, a Northern corner of said 179.75 acre residue tract, and a corner of the herein described tract;

THENCE with the Southeast right of way line of Hobbiton Way, the Northwest line of said 0.137 of an acre tract, continuing with the Southeast right of way line of Havisham Pass, the following three (3) calls:

1. N 48°46'33" W, a distance of 35.00 feet to a found 1/2" iron pin with cap "HMT" for a corner, and the beginning of curve;
2. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of N 03°46'33" W, 21.21 to a found 1/2" iron pin with cap "HMT" for a corner;
3. N 41°13'27" E, a distance of 105.00 feet to a found 1/2" iron pin with cap "HMT" in the Southeast right of way line of Havisham Pass, for the North corner of said 0.137 of an acre tract, same point being the West corner of Lot 1, Block 11, Park Place, Unit 1B, and a corner of the herein described tract;

THENCE departing the Southeast right of way line of Havisham Pass, with the Southwest line of said Lot 1, Block 11, and the Northeast line of said 0.137 of an acre tract, S 48°46'33" E, a distance of 50.00 feet to a found 1/2" iron pin with cap "HMT" for the South corner of said Lot 1, Block 11, the Northeast corner of said 0.137 of an acre tract, a North corner of said 179.75 acre residue tract, and a corner of the herein described tract;

THENCE with the North line of said 179.75 acre residue tract and the Southeast line of Park Place, Unit 1B, the following four (4) calls:

1. N 41°13'27" E, passing both Clarisse Street and Danforth Streets, a distance of 460.00 feet to a found 1/2" iron pin with cap "HMT" for a corner;
2. N 48°46'33" W, a distance of 35.00 feet to a found 1/2" iron pin with cap "HMT" for a corner, and the beginning of a curve;
3. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of N 03°46'33" W, 21.21 feet to a found 1/2" iron pin with cap "HMT" for a corner;
4. N 41°13'27" E, passing the East corner of said Havisham Pass, same point being a Southwestern corner of a called 36.631 acre tract of land recorded in Document No. 202199044617, Official Public Records, Guadalupe County, Texas, at 80.00 feet, continuing a total distance of 90.00 feet to a set 1/2" iron pin with cap "HMT" for a North corner of said 179.75 acre residue tract, a Southwest corner of said 36.631 acre tract, and a corner of the herein described tract, and the beginning of a curve;

THENCE with the Southwest line of said 36.631 acre tract and the North line of said 179.75 acre residue tract, the following two (2) calls:

1. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of N 86°13'27" E, 21.21 feet to a set 1/2" iron pin with cap "HMT" for a corner;
2. S 48°46'33" E, a distance of 1077.97 feet to a set 1/2" iron pin with cap "HMT" in the Southwest line of said 36.631 acre tract, for a Northern corner of a called 63.449 acre tract of land recorded in Document No. 202399006736, Official Public Records, Guadalupe County, Texas, same point being an East corner of said 179.75 acre residue tract, and a corner of the herein described tract, from which a found 1/2" iron pin with cap "HMT" for the South corner of said 36.631 acre tract bears S 48°46'33" E, 15.82 feet;

THENCE departing the Southwest line of said 36.631 acre tract, continuing with the Northwest line of said 63.449 acre tract and the South line of said 179.75 acre residue tract, the following sixteen (16) calls:

1. S 32°17'28" W, a distance of 57.21 feet to a set 1/2" iron pin with cap "HMT" for a corner;
2. S 16°44'15" W, a distance of 55.26 feet to a set 1/2" iron pin with cap "HMT" for a corner;
3. S 25°45'57" W, a distance of 62.88 feet to a set 1/2" iron pin with cap "HMT" for a corner;
4. S 39°27'16" W, a distance of 62.93 feet to a set 1/2" iron pin with cap "HMT" for a corner;
5. S 38°05'04" W, a distance of 121.85 feet to a set 1/2" iron pin with cap "HMT" for a corner;
6. S 33°52'18" W, a distance of 77.15 feet to a set 1/2" iron pin with cap "HMT" for a corner;
7. S 20°32'45" W, a distance of 81.87 feet to a set 1/2" iron pin with cap "HMT" for a corner;
8. S 16°49'32" W, a distance of 37.63 feet to a set 1/2" iron pin with cap "HMT" for a corner;
9. S 09°11'08" W, a distance of 209.39 feet to a set 1/2" iron pin with cap "HMT" for a corner;
10. S 01°05'33" E, a distance of 51.79 feet to a set 1/2" iron pin with cap "HMT" for a corner;
11. S 44°19'56" W, a distance of 253.98 feet to a set 1/2" iron pin with cap "HMT" for a corner;
12. S 67°13'41" W, a distance of 168.24 feet to a set 1/2" iron pin with cap "HMT" for a corner;
13. N 69°52'50" W, a distance of 480.41 feet to a set 1/2" iron pin with cap "HMT" for a corner;
14. N 62°46'20" W, a distance of 40.31 feet to a set 1/2" iron pin with cap "HMT" for a corner;
15. N 79°13'07" W, a distance of 107.03 feet to a set 1/2" iron pin with cap "HMT" for a corner;
16. N 86°51'31" W, a distance of 87.44 feet to a set 1/2" iron pin with cap "HMT" in the Northeast line of the aforementioned 193.397 acre tract of land, recorded in Document No. 202199023875, Official Public Records, Guadalupe County, Texas, for a corner of the herein described tract;

THENCE continuing with the South lines of said 179.75 acre residue tract and the North lines of said 193.397 acre tract, the following two (2) calls:

1. N 56°38'35" W, a distance of 958.77 feet to a found 1/2" iron pin (no cap) for a corner;
2. S 45°49'44" W, a distance of 483.32 feet to the POINT OF BEGINNING, containing 70.817 acres of land in Guadalupe County, Texas.



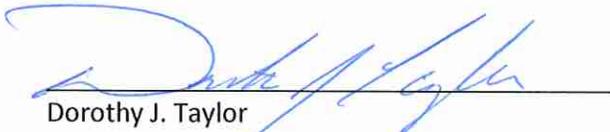
290 S. Castell Avenue, Ste. 100
 New Braunfels, TX 78130
 (830) 625-8555
 TBPE-FIRM F-10961
 TBPLS FIRM 10153600

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

Written July 26, 2023, Revised 10/05/2023.

Reference survey of said 70.817 acre tract of land prepared this same date.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Dorothy J. Taylor
 Registered Professional Land Surveyor No.6295

10-5-23

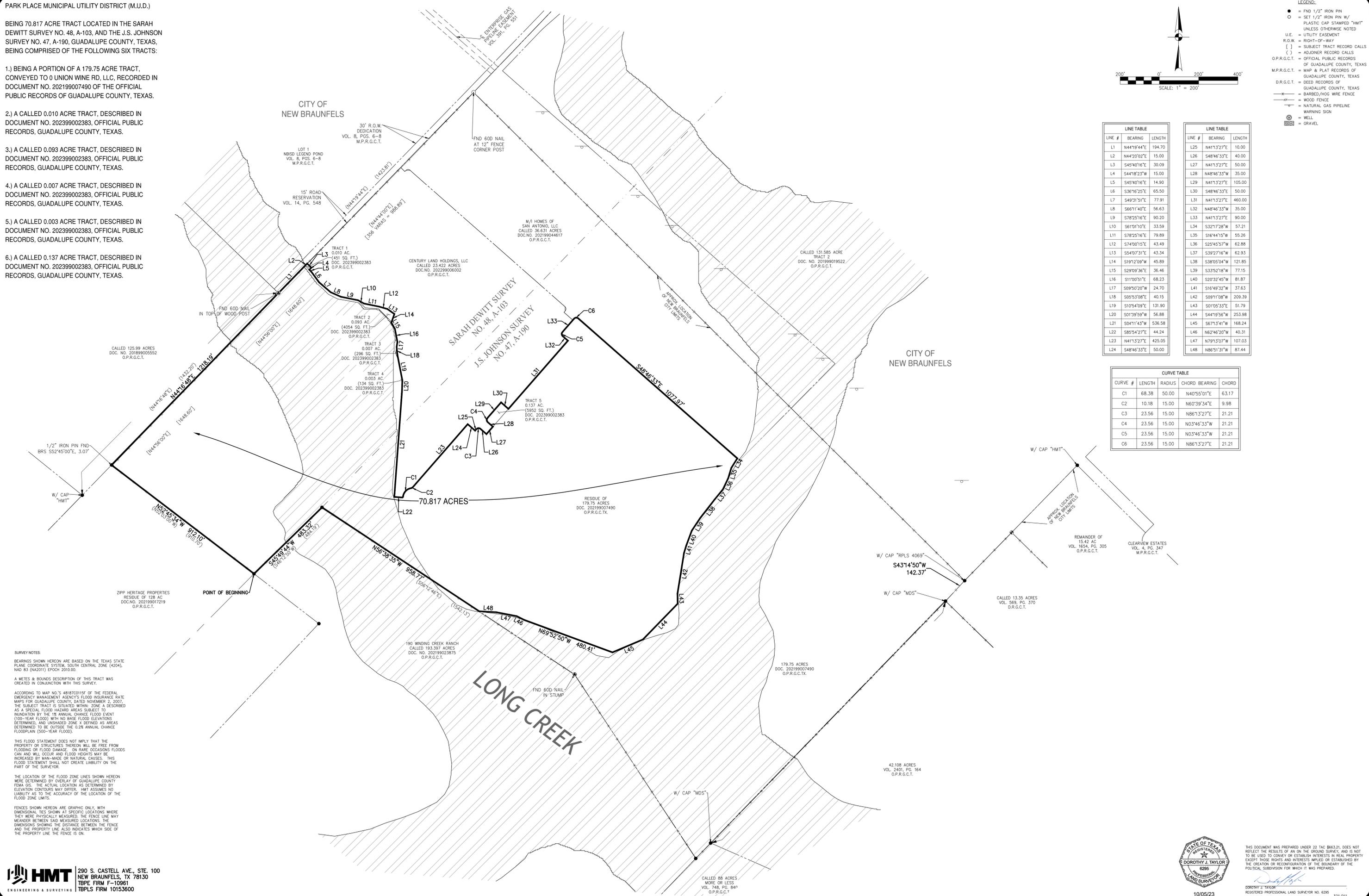
S:\Projects\321 - Century Communities\011 - Park Place Unit 1B Feasibility\M&B\70.817 AC._PARK PLACE MUD M&B.docx



PARK PLACE MUNICIPAL UTILITY DISTRICT (M.U.D.)

BEING 70.817 ACRE TRACT LOCATED IN THE SARAH DEWITT SURVEY NO. 48, A-103, AND THE J.S. JOHNSON SURVEY NO. 47, A-190, GUADALUPE COUNTY, TEXAS, BEING COMPRISED OF THE FOLLOWING SIX TRACTS:

- 1.) BEING A PORTION OF A 179.75 ACRE TRACT, CONVEYED TO O UNION WINE RD, LLC, RECORDED IN DOCUMENT NO. 202199007490 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.
- 2.) A CALLED 0.010 ACRE TRACT, DESCRIBED IN DOCUMENT NO. 202399002383, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.
- 3.) A CALLED 0.093 ACRE TRACT, DESCRIBED IN DOCUMENT NO. 202399002383, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.
- 4.) A CALLED 0.007 ACRE TRACT, DESCRIBED IN DOCUMENT NO. 202399002383, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.
- 5.) A CALLED 0.003 ACRE TRACT, DESCRIBED IN DOCUMENT NO. 202399002383, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.
- 6.) A CALLED 0.137 ACRE TRACT, DESCRIBED IN DOCUMENT NO. 202399002383, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.



LEGEND:

- = FND 1/2" IRON PIN
- = SET 1/2" IRON PIN W/ PLASTIC CAP STAMPED "HMT" UNLESS OTHERWISE NOTED
- U.E. = UTILITY EASEMENT
- R.O.W. = RIGHT-OF-WAY
- [] = SUBJECT TRACT RECORD CALLS
- () = ADJONER RECORD CALLS
- O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- M.P.R.G.C.T. = MAP & PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- D.R.G.C.T. = DEED RECORDS OF GUADALUPE COUNTY, TEXAS
- = BARBED/HOG WIRE FENCE
- = WOOD FENCE
- = NATURAL GAS PIPELINE
- = WARNING SIGN
- ⊙ = WELL
- ⊞ = GRAVEL

SCALE: 1" = 200'

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N44°19'44"E	194.70	L25	N41°32'27"E	10.00
L2	N44°20'02"E	15.00	L26	S48°46'33"E	40.00
L3	S45°40'16"W	30.09	L27	N41°32'27"E	50.00
L4	S44°18'23"W	15.00	L28	N48°46'33"W	35.00
L5	S45°40'16"W	14.90	L29	N41°32'27"E	105.00
L6	S36°16'25"E	65.50	L30	S48°46'33"E	50.00
L7	S49°31'51"E	77.91	L31	N41°32'27"E	460.00
L8	S66°11'40"E	56.63	L32	N48°46'33"W	35.00
L9	S78°29'16"E	90.20	L33	N41°32'27"E	90.00
L10	S61°01'10"E	33.59	L34	S32°17'28"W	57.21
L11	S78°29'16"E	79.89	L35	S16°44'15"W	55.28
L12	S74°00'15"E	43.49	L36	S25°45'57"W	62.88
L13	S54°07'31"E	43.34	L37	S39°27'16"W	62.93
L14	S19°12'09"W	45.89	L38	S38°05'04"W	121.85
L15	S29°09'36"E	36.46	L39	S33°52'18"W	77.15
L16	S11°00'51"E	68.23	L40	S20°32'45"W	81.87
L17	S09°50'20"W	24.70	L41	S16°49'32"W	37.63
L18	S05°53'08"E	40.15	L42	S09°11'08"W	209.39
L19	S10°54'09"E	131.90	L43	S01°05'33"E	51.79
L20	S01°39'59"W	56.88	L44	S44°19'56"W	253.98
L21	S04°11'43"W	536.58	L45	S67°13'41"W	168.24
L22	S85°54'27"E	44.24	L46	N62°46'20"W	40.31
L23	N41°32'27"E	425.05	L47	N79°13'07"W	107.03
L24	S48°46'33"E	50.00	L48	N86°51'31"W	87.44

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	68.38	50.00	N40°55'01"E	63.17
C2	10.18	15.00	N60°39'34"E	9.98
C3	23.56	15.00	N86°13'27"E	21.21
C4	23.56	15.00	N03°46'33"W	21.21
C5	23.56	15.00	N03°46'33"W	21.21
C6	23.56	15.00	N86°13'27"E	21.21

SURVEY NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (NA2011) EPOCH 2010.00.

A METES & BOUNDS DESCRIPTION OF THIS TRACT WAS CREATED IN CONJUNCTION WITH THIS SURVEY.

ACCORDING TO MAP NO.'S 481870115F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR GUADALUPE COUNTY, DATED NOVEMBER 2, 2007, THE SUBJECT TRACT IS SITUATED WITHIN ZONE A DESCRIBED AS A SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT (100-YEAR FLOOD) WITH NO BASE FLOOD ELEVATIONS DETERMINED, AND UNSHADOWED ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (500-YEAR FLOOD).

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THE LOCATION OF THE FLOOD ZONE LINES SHOWN HEREON WERE DETERMINED BY OVERLAY OF GUADALUPE COUNTY FEMA GIS; THE ACTUAL LOCATION AS DETERMINED BY ELEVATION CONTOURS MAY DIFFER. HMT ASSUMES NO LIABILITY AS TO THE ACCURACY OF THE LOCATION OF THE FLOOD ZONE LIMITS.

FENCES SHOWN HEREON ARE GRAPHIC ONLY, WITH DIMENSIONAL TIES SHOWN AT SPECIFIC LOCATIONS WHERE THEY WERE PHYSICALLY MEASURED. THE FENCE LINE MAY MEANDER BETWEEN SAID MEASURED LOCATIONS. THE DIMENSIONS SHOWING THE DISTANCE BETWEEN THE FENCE AND THE PROPERTY LINE ALSO INDICATES WHICH SIDE OF THE PROPERTY LINE THE FENCE IS ON.

HMT ENGINEERING & SURVEYING
 290 S. CASTELL AVE., STE. 100
 NEW BRAUNFELS, TX 78130
 TBPE FIRM F-10961
 TBPLS FIRM 10153600

STATE OF TEXAS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 DOROTHY J. TAYLOR
 6295
 10/05/23

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS WRITEN OR ESTABLISHED BY THE CREATOR OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DOROTHY J. TAYLOR
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295
 321.011

EXHIBIT A-2

LEGAL DESCRIPTION AND SURVEY OF THE ANNEXATION TRACT

PARK PLACE MUNICIPAL UTILITY DISTRICT
METES AND BOUNDS DESCRIPTION
FOR A 22.681 ACRE TRACT OF LAND

Being a 22.681 acre tract of land out of the Sarah DeWitt Survey No. 48, Abstract No. 103, and the J.S. Johnson Survey No. 47, Abstract No. 190, Guadalupe County, Texas, being all of Park Place, Unit 1B, recorded in Volume 10, Pages 88-89, Map and Plat Records, Guadalupe County, Texas, Less and Except a platted portion of West Zipp Road, said 22.681 acre tract of land being more particularly described as follows:

BEGINNING at a point for the West Corner of Lot 905, Block 9, Park Place, Unit 1B, recorded in Volume 10, Pages 88-89, Map and Plat Records, Guadalupe County, Texas, same point being a North corner of a called 70.817 acre tract recorded in Document No. 202399024938, Official Public Records, Guadalupe County, Texas, and a corner of the herein described tract;

THENCE continuing with the Northwest line Lot 905, Block 9, and the Southeast right of way line of West Zipp Road, and continuing with the Northwest lines of Lots 1-11 and 904, Block 5, Park Place, Unit 1B, the following five (5) calls:

1. N 44°18'23" E, a distance of 92.38 feet to a point for a corner, and the beginning of a corner;
2. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.57 feet, and a chord bearing and distance of N 89°19'03" E, 21.22 feet to a point for a corner;
3. N 44°16'24" E, crossing Clarisse St. a distance of 60.00 feet to a point for a corner, and the beginning of a corner;
4. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of N 00°40'16" W, 21.21 feet to a point for a corner;
5. N 44°19'44" E, a distance of 514.48 feet to a point for a Northwest corner of Lot 904, Block 5, a Northeast corner of West Zipp Road, same point being a West corner of a called 36.631 acre tract of land recorded in Document No. 202199044617, Official Public Records, Guadalupe County, Texas, and a corner of the herein described tract;

THENCE with the Southwest line of said 36.631 acre tract and the Northeast lines of Lot 904, Block 5, continuing with the Northeast lines of Lots 12-35, Block 5, Park Place, Unit 1B, the following six (6) calls:

1. N 44°20'04" E, a distance of 8.49 feet to a point for a corner, and the beginning of a curve;
2. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.37 feet, and a chord bearing and distance of N 88°58'31" E, 21.08 feet to a point for a corner, and the beginning of a reverse curve;
3. Along the arc of a curve to the left, having a radius of 540.00 feet, an arc length of 22.57 feet, and a chord bearing and distance of S 47°34'34" E, 22.57 feet to a point for a corner;
4. S 48°46'23" E, a distance of 1027.15 feet to a point for a corner, and the beginning of a curve;
5. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of S 03°46'33" E, 21.21 feet to a point for a corner;
6. S 41°13'27" W, a distance of 10.00 feet to a point in the Northwest right of way line of Havisham Pass, same line being the Southeast line of said Lot 35, Block 5, a West corner of said 36.631 acre tract, and a corner of the herein described tract;

THENCE with the North line of Havisham Pass and the West line of said 36.631 acre tract, S 48°46'33" E, a distance of 60.00 feet to a point for a Northeast corner of Havisham Pass, same point being the West corner of said 36.631 acre tract, and a North-Eastern corner of the aforementioned 70.817 acre tract, and a corner of the herein described tract;

THENCE departing the Southwest line of said 36.631 acre tract, with the North lines of said 70.817 acre tract, and the South lines of Park Place, Unit 1B, the following thirty four (34) calls:

1. S 41°13'27" W, a distance of 80.00 feet to a point for a corner, and the beginning of a curve;
2. Along the arc of a curve to the left, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of S 03°46'33" E, 21.21 feet to a point for a corner;
3. S 48°46'33" E, a distance of 35.00 feet to a point for a corner;
4. S 41°13'27" W, crossing Danforth St. and Clarisse St., a distance of 460.00 feet to a point for a corner;
5. N 48°46'33" W, a distance of 50.00 feet to a point for a corner in the South line of Havisham Pass;
6. S 41°13'27" W, a distance of 105.00 feet to a point for a corner, and the beginning of a curve;
7. Along the arc of a curve to the left, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of S 03°46'33" E, 21.21 feet to a point for a corner;
8. S 48°46'33" E, a distance of 35.00 feet to a point for a corner;
9. S 41°13'27" W, crossing Hobbiton Way, a distance of 50.00 feet to a point for a corner;
10. N 48°46'33" W, a distance of 40.00 feet to a point for a corner, and the beginning of a curve;
11. Along the arc of a curve to the left, having a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of S 86°13'27" W, 21.21 feet to a point for a corner;
12. S 41°13'27" W, a distance of 10.00 feet to a point for a corner;
13. N 48°46'33" W, crossing Havisham Pass, a distance of 50.00 feet to a point for a corner;
14. S 41°13'27" W, a distance of 425.05 feet to a point for a corner, and the beginning of a curve;
15. Along the arc of a curve to the right, having a radius of 15.00 feet, an arc length of 10.18 feet, and a chord bearing and distance of S 60°39'37" W, 9.98 feet to a point for a corner, and the beginning of a reverse curve;
16. Along the arc of a curve to the left, having a radius of 50.00 feet, an arc length of 68.38 feet, and a chord bearing and distance of S 40°55'00" W, 63.17 feet to a point for a corner;
17. N 85°54'27" W, a distance of 44.24 feet to a point for a corner;
18. N 04°11'43" E, a distance of 536.58 feet to a point for a corner;
19. N 01°39'59" E, a distance of 56.88 feet to a point for a corner;
20. N 10°54'09" W, a distance of 131.90 feet to a point for a corner;
21. N 05°53'08" W, a distance of 40.15 feet to a point for a corner;
22. N 09°50'20" E, a distance of 24.70 feet to a point for a corner;
23. N 11°00'51" W, a distance of 68.23 feet to a point for a corner;
24. N 29°09'36" W, a distance of 36.46 feet to a point for a corner;
25. N 19°12'09" E, a distance of 45.89 feet to a point for a corner;
26. N 54°07'31" W, a distance of 43.34 feet to a point for a corner;
27. N 74°00'15" W, a distance of 43.49 feet to a point for a corner;
28. N 78°25'16" W, a distance of 79.89 feet to a point for a corner;
29. N 61°01'10" W, a distance of 33.59 feet to a point for a corner;
30. N 78°25'16" W, a distance of 90.20 feet to a point for a corner;



ENGINEERING & SURVEYING

290 S. Castell Avenue, Ste. 100
New Braunfels, TX 78130
(830) 625-8555
TBPE-FIRM F-10961
TBPLS FIRM 10153600

- 31. N 66°11'40" W, a distance of 56.63 feet to a point for a corner;
- 32. N 49°31'51" W, a distance of 77.91 feet to a point for a corner;

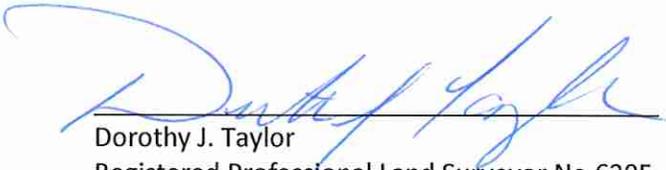
- 33. N 36°16'25" W, a distance of 65.50 feet to a point for a corner;
- 34. N 45°40'16" W, a distance of 14.90 feet to the POINT OF BEGINNING, containing 22.681 acres of land in Guadalupe County, Texas.

Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (NA2011) Epoch 2010.00.

Written October 17, 2023.

Reference survey of said 22.681 acre tract of land prepared this same date.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Dorothy J. Taylor
Registered Professional Land Surveyor No.6295

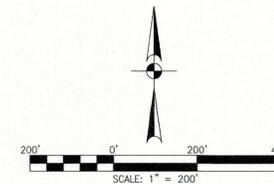
10/17/23

S:\Projects\321 - Century Communities\011 - Park Place Unit 1B Feasibility\M&B\22.681 AC. M&B - M.U.D..docx

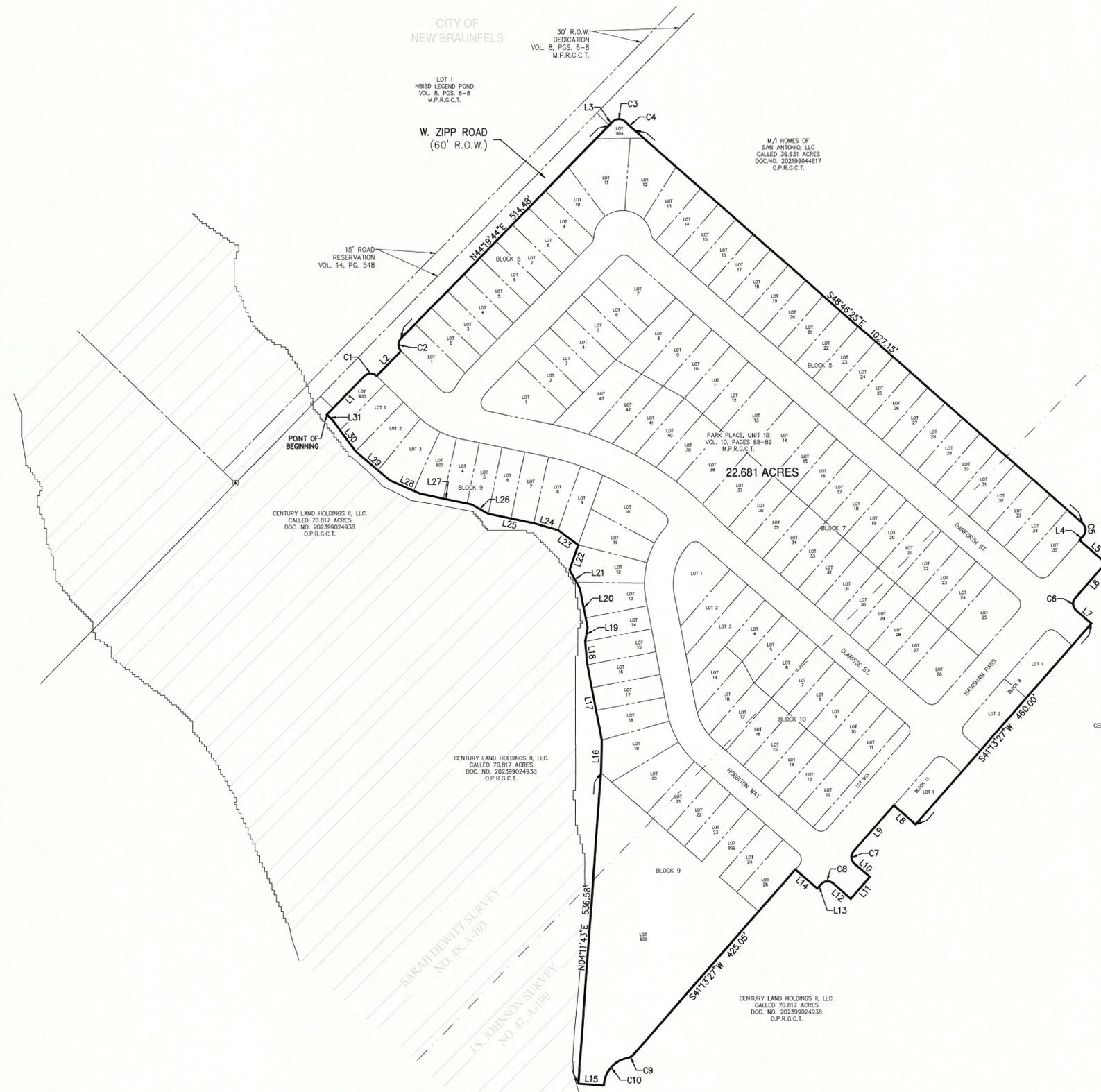


PARK PLACE MUNICIPAL UTILITY DISTRICT (M.U.D.)

BEING 22.681 ACRE TRACT LOCATED IN THE SARAH DEWITT SURVEY NO. 48, A-103, AND THE J.S. JOHNSON SURVEY NO. 47, A-190, GUADALUPE COUNTY, TEXAS, BEING ALL OF PARK PLACE, UNIT 1B RECORDED IN VOLUME 10, PAGES 88-89, MAP AND PLAT RECORDS, GUADALUPE COUNTY, TEXAS, LESS AND EXCEPT A PLATTED PORTION WEST ZIPP ROAD.



- LEGEND:**
- = FND 1/2" IRON PIN
 - = SET 1/2" IRON PIN W/ PLASTIC CAP-STAMPED "HMT" UNLESS OTHERWISE NOTED
 - U.E. = UTILITY EASEMENT
 - R.O.W. = RIGHT-OF-WAY
 - [] = SUBJECT TRACT RECORD CALLS
 - () = ADJOINER RECORD CALLS
 - O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
 - M.P.R.G.C.T. = MAP & PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
 - D.R.G.C.T. = DEED RECORDS OF GUADALUPE COUNTY, TEXAS



CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	23.57	15.00	N89°19'03"E	21.22
C2	23.56	15.00	N00°40'16"W	21.21
C3	23.37	15.00	N88°58'31"E	21.08
C4	22.57	540.00	S47°34'34"E	22.57
C5	23.56	15.00	S03°46'33"E	21.21
C6	23.56	15.00	S03°46'33"E	21.21
C7	23.56	15.00	S03°46'33"E	21.21
C8	23.56	15.00	S86°13'27"W	21.21
C9	10.18	15.00	S60°39'37"W	9.98
C10	68.38	50.00	S40°55'00"W	63.17

LINE TABLE

LINE #	BEARING	LENGTH
L1	N44°18'23"E	92.38
L2	N44°16'24"E	60.00
L3	N44°20'04"E	8.49
L4	S41°13'27"W	10.01
L5	S48°46'33"E	60.00
L6	S41°13'27"W	80.00
L7	S48°46'33"E	35.00
L8	N48°46'33"W	50.00
L9	S41°13'27"W	105.00
L10	S48°46'33"E	35.00
L11	S41°13'27"W	50.00
L12	N48°46'33"W	40.00
L13	S41°13'27"W	10.00
L14	N48°46'33"W	50.00
L15	N85°54'27"W	44.24
L16	N01°39'59"E	56.88

LINE TABLE

LINE #	BEARING	LENGTH
L17	N10°54'09"W	131.90
L18	N05°53'08"W	40.15
L19	N09°50'20"E	24.70
L20	N11°00'51"W	68.23
L21	N29°09'36"W	36.46
L22	N19°12'09"E	45.89
L23	N54°07'31"W	43.34
L24	N74°00'15"W	43.49
L25	N78°25'16"W	79.89
L26	N61°01'10"W	33.59
L27	N78°25'16"W	90.20
L28	N66°11'40"W	56.63
L29	N49°31'51"W	77.91
L30	N36°16'25"W	65.50
L31	N45°40'18"W	14.90

SURVEY NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (NAD2011) EPOCH 2010.00.

A METES & BOUNDS DESCRIPTION OF THIS TRACT WAS CREATED IN CONJUNCTION WITH THIS SURVEY.

ACCORDING TO MAP NO.'S 481670015F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR GUADALUPE COUNTY, DATED NOVEMBER 2, 2007, THE SUBJECT TRACT IS SITUATED WITHIN ZONE A DESCRIBED AS A SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT (100-YEAR FLOOD) WITH NO BASE FLOOD ELEVATIONS DETERMINED AND UNSHADED ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (500-YEAR FLOOD).

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THE LOCATION OF THE FLOOD ZONE LINES SHOWN HEREON WERE DETERMINED BY OVERLAY OF GUADALUPE COUNTY FEMA GIS. THE ACTUAL LOCATION AS DETERMINED BY ELEVATION CONTOURS MAY DIFFER. HMT ASSUMES NO LIABILITY AS TO THE ACCURACY OF THE LOCATION OF THE FLOOD ZONE LIMITS.

FENCES SHOWN HEREON ARE GRAPHIC ONLY, WITH DIMENSIONAL TIES SHOWN AT SPECIFIC LOCATIONS WHERE THEY WERE PHYSICALLY MEASURED. THE FENCE LINE MAY MEANDER BETWEEN SAID MEASURED LOCATIONS. THE DIMENSIONS SHOWING THE DISTANCE BETWEEN THE FENCE AND THE PROPERTY LINE ALSO INDICATES WHICH SIDE OF THE PROPERTY LINE THE FENCE IS ON.

HMT 290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TBPE FIRM F-10961
TBPLS FIRM 10153600

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR DOROTHY J. TAYLOR 6295

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON-GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE OPERATION OR RECONSTRUCTION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DOROTHY J. TAYLOR REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295

10-17-23

EXHIBIT B
MASTER PLAN

EXHIBIT C
DEVELOPMENT REGULATIONS

- a. Chapter 14 Buildings and Building Regulations of the City of New Braunfels Code of Ordinances.
- b. Chapter 118 Subdivision Platting of the City of New Braunfels Code of Ordinances.

EXHIBIT D

REGIONAL TRANSPORTATION PLAN AND HIKE AND BIKE TRAILS PLAN

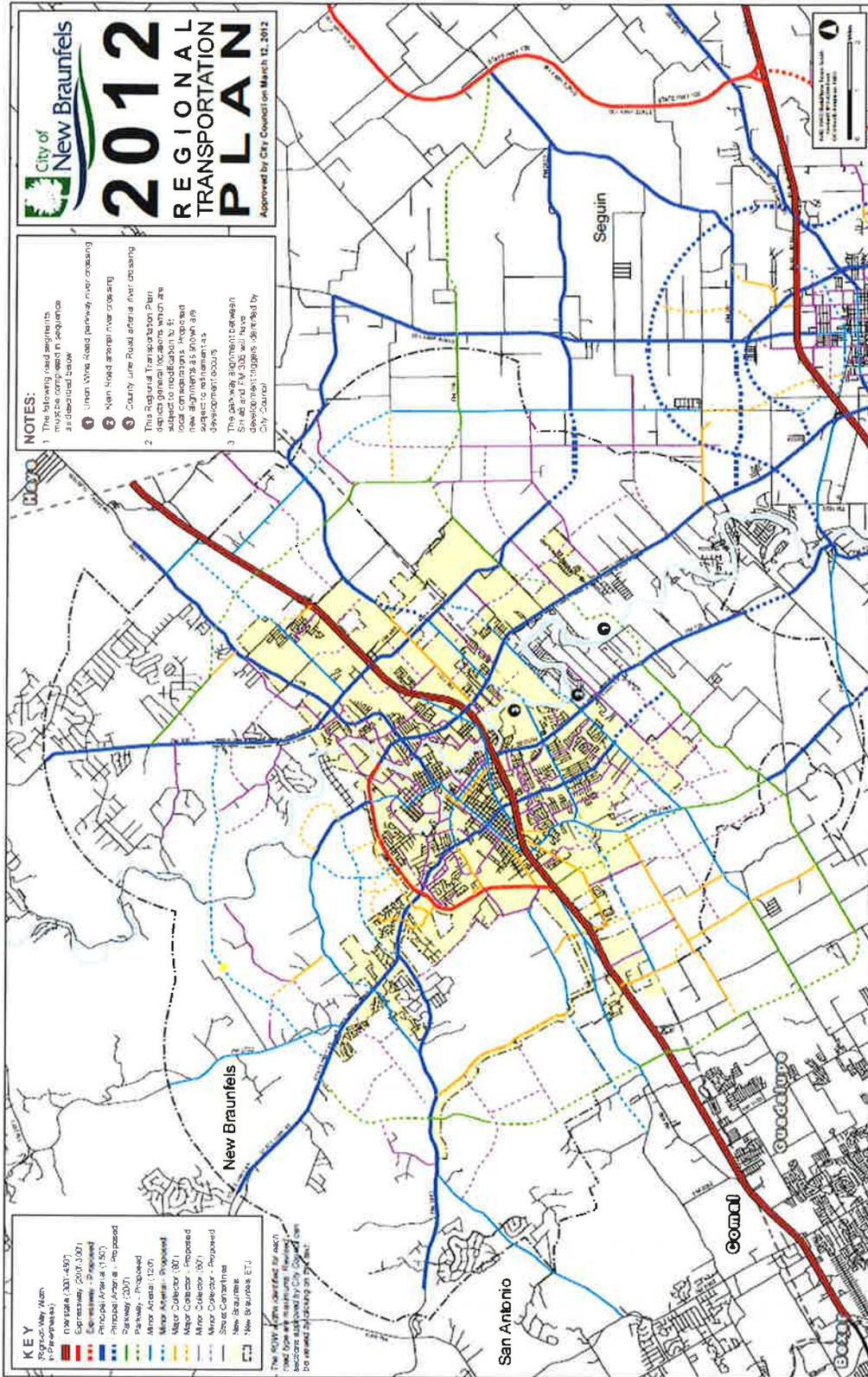


EXHIBIT E

FORM OF STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "*Agreement*") is made and entered into, effective as of _____, 202_, by and between the **CITY OF NEW BRAUNFELS, TEXAS**, a home-rule municipal corporation of the State of Texas (the "*City*"), and **PARK PLACE MUNICIPAL UTILITY DISTRICT OF GUADALUPE COUNTY**, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 54, Texas Water Code (the "*District*").

RECITALS

The District was created with the consent of the City for the purpose of providing water, sewer, drainage, and road facilities to the land within its boundaries. The District is located entirely within the extraterritorial jurisdiction ("*ETJ*") of the City.

Texas Local Government Code Section 43.0751 (the "*Act*") provides that the City and the District may enter into a strategic partnership agreement by mutual consent and the City and the District wish to enter into such an agreement.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to plan for the eventual full-purpose annexation of the District by the City.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

**ARTICLE 1.
DEFINITIONS**

1.01. Definitions. The terms *Act*, *Agreement*, *City*, *District* and *ETJ* shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

Commercial means all non-residential development, except for developments owned by a tax-exempt entity, a non-profit entity or a homeowner or property owner association.

Commission means the Texas Commission on Environmental Quality and its successors.

Developer means the entity or entities advancing funds to the District for the design and construction of District facilities and for other legal purposes which advances are subject to reimbursement by the District pursuant to the rules of the Commission.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

Sales and Use Tax means the sales and use tax authorized to be imposed in the District by the Act and TEX. TAX CODE, Chapter 321.

1.02. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by TEX. LOCAL GOV'T CODE, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing of the City. The District's notice of

each hearing was given as required under the Texas Water Code for other district notifications.

ARTICLE 2 ANNEXATION OF THE DISTRICT

2.01. Conditions to annexation. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex any property within District until all of the following conditions have been satisfied, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

a. Ninety percent (90%) of the acreage within the District has been fully developed and the remaining ten percent (10%) undeveloped acreage has had District water, sanitary sewer, drainage and road facilities necessary to serve the area installed.

b. The Developer, and its successors and assigns, have been fully reimbursed by the District to the maximum extent permitted by the rules of the Commission or other applicable law for all eligible development and construction costs, all as certified in writing by the Developer to the City.

In addition to satisfaction of the conditions provided above, if the District has bonds, notes or other indebtedness outstanding that are payable for and secured by the District's ad valorem taxes, the City shall not be authorized to annex the District for full purposes unless and until the City is authorized to levy an ad valorem tax on property in the District and is authorized to levy an ad valorem tax in an amount sufficient to pay the assumed District indebtedness.

2.02. Annexation of Commercial property. Notwithstanding Section 2.01, in the event property within the District is developed for Commercial purposes, the City may annex for limited purposes any Commercial property within the District at any time after the effective date of this Agreement, as determined by the City (the "*Annexed Commercial Property*"). The City and the District shall work together to identify Commercial property to be annexed for limited purposes. In the event Commercial property is annexed for limited purposes, the District shall remain in existence, with full powers, and any Annexed Commercial Property shall also remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater, drainage, and roads and parks and recreational facilities and services. The limited purpose annexation of Commercial property is solely for the imposition and collection of the City's Sales and Use Tax within the Annexed Commercial Property to the extent

available. The City shall not impose its ad valorem taxes upon any portion of the District property during the period of limited purpose annexation. This annexation provision is in lieu of any full purpose annexation of Commercial property or annexation of residential property prior to the annexation of the entire District as provided in this Article.

In accordance with TEX. LOCAL GOV'T CODE, Section 43.0751(r)(2), the District consents to noncontiguous annexation of the Annexed Commercial Property.

2.03. Operations prior to full annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement, the District is authorized to exercise all powers and functions of a municipal utility district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional utility facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City, and the exercise of such powers is hereby approved by the City.

2.04. Continuation of the District following full annexation. Upon full purpose annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's systems into the City's systems, following which period the City shall act to abolish the District in accordance with applicable law. If the City has not abolished the District within 120 days after such annexation under Section 2.01, then the District shall be automatically abolished on the 121st day after such annexation. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes. Upon full purpose annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.05. Attempted incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to annex that portion the District attempting to incorporate.

ARTICLE 3
LIMITED PURPOSE ANNEXATION OF LAND

3.01. Imposition of the City's Sales and Use Tax. In the event the City elects to annex Commercial property for limited purposes as provided in Section 2.02 of this Agreement, the City shall impose its Sales and Use Tax upon the Annexed Commercial Property pursuant to Subsection (k) of the Act to the extent such imposition does not cause the combined rate of all sales and use taxes imposed by the City and other political subdivisions of the state having territory in the Annexed Commercial Property to exceed two percent (2%) as required by TEX. TAX CODE, §321.101(f). The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate that when added to the combined rate of local sales and use taxes previously adopted by other political subdivisions of the state having territory in the Annexed Commercial Property will equal not more than two percent (2%) or the rate specified under future amendments to Chapter 321 of the TEX. TAX CODE. The Sales and Use Tax shall take effect on the date described in TEX. TAX CODE, §321.102.

ARTICLE 4
DEFAULT, NOTICE AND REMEDIES

4.01. Default; notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

District: Park Place Municipal Utility District of Guadalupe County
c/o Allen Boone Humphries Robinson
919 Congress Avenue, Suite 1500
Austin, Texas, 78701
Attn: Paul Harle

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days' written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.05. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.06. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.07. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.08. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Gaudalupe County, Texas.

5.09. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.10. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

5.11. Incorporation of exhibits and other documents by reference. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.12. Effect of state and federal laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

5.13. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first written above.

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Neil Linnartz, Mayor

ATTEST:

By: _____
Gayle Wilkinson, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by Neil Linnartz, Mayor of the City of New Braunfels, Texas, on behalf of said city.

Notary Public, State of Texas

(NOTARY SEAL)

PARK PLACE MUNICIPAL UTILITY
DISTRICT OF GUADALUPE COUNTY

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, President of the Board of Directors of Park Place Municipal Utility District of Guadalupe County, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)