CITY OF NEW BRAUNFELS, TEXAS
CITY COUNCIL MEETING

CITY HALL - COUNCIL CHAMBERS
550 LANDA STREET

MONDAY, JUNE 8, 2026 at 6:00 PM

Neal Linnartz, Mayor
Toni L. Carter, Councilmember (District 1)
Michael Capizzi, Councilmember (District 2)
D. Lee Edwards, Councilmember (District 3)
Lawrence Spradley, Mayor Pro Tem (District 4)
Mary Ann Labowski, Councilmember (District 5)
April Ryan, Councilmember (District 6)
Robert Camareno, City Manager

OUR MISSION

The City of New Braunfels serves the community by planning for the future, responding to community needs, and preserving our natural beauty and unique heritage.

AGENDA

CALL TO ORDER

CALL OF ROLL: CITY SECRETARY

REQUEST ALL PHONES AND OTHER DEVICES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL.

INVOCATION: MAYOR LINNARTZ

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

PROCLAMATIONS:

A) Make Music Day 26-548
B) Responsible Fatherhood Month 26-286
C) National Safety Month 26-505

CITIZENS COMMUNICATIONS

This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time. In the interest of protecting the City's network and data, the City is not accepting flash drives or electronic files for use during Citizens Communications. Please use hard copies, the overhead projector or access the City's online digital form to upload electronic files you would like the Mayor and Council to view. The digital form would need to be uploaded two (2) hours prior to the City Council meeting. A link to this form can be accessed on the City Secretary's website. Individuals desiring to speak at citizen's communications should line up behind the podium and be ready to speak.

1. CONSENT AGENDA

All items listed below are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business. Citizens must be present to pull an item.

Action Items

A) Approval of the May 26, 2026, city council regular and executive session meeting minutes. 26-635
Natalie Baker, Deputy City Secretary

B) Approval of an agreement with Pape-Dawson Consulting Engineers, LLC to collect, analyze, and prioritize right-of-way data to be used with the City's Americans with Disabilities Act Self-Evaluation and Transition Plan. 26-630
Scott McClelland, Assistant Transportation & Construction Services Director

C) Approval of a contract with Denton Navarro Rodriguez Bernal Santee & Zech, P.C., the approval of Justin Plescha as contract municipal prosecutor and the appropriate budget amendment 26-631
Nathan Brown, City Attorney's Office

D) Approval of the Roadway Impact Fee report for the period April 1, 2025 to September 30, 2025 as recommended by the Roadway Impact Fee Advisory Committee 26-419
Scott McClelland, Assistant Transportation and Construction Services Director

E) Approval of a contract with Charter Communications Operating, LLC (Spectrum) for fiber internet and enterprise TV services. 26-651
Justin Kneupper, Assistant Director of Information Technology

F) Approval of a license agreement between the City of New Braunfels and the Neue, LLC for encroachments in the public right-of-way of West San Antonio Street. 26-670
Matthew Eckmann, Assistant Director of Public Works

Resolutions

G) Approval of a resolution granting the authority to New Braunfels Utilities to sell a 1.043 acre tract of land located at 156 Texas Avenue, New Braunfels, Texas, 78130, Comal County Property ID No. 151576 and authorizing the New Braunfels Utilities Board of Trustees or designee of such Board to negotiate and execute all 26-636

necessary documents in connection therewith
Bruce Haby, Real Estate Manager, New Braunfels Utilities
Matthew Eckmann, Assistant Director of Public Works

Ordinances
(In accordance with Section 3.10 of the City Charter, a descriptive caption of each ordinance shall be read on two separate days.)

H) Approval of the second and final reading of an ordinance, of the City Council of the City of New Braunfels, Texas, accepting and approving an Annual Service Plan Update to the Service and Assessment Plan and updated Assessment Roll for the Solms Landing Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date. 26-553
Sandy Paulos, Director of Finance

2. INDIVIDUAL ITEMS FOR CONSIDERATION

Individuals desiring to speak to any individual item should line up behind the podium and be ready to speak when public comment is recognized.

A) Discuss and Consider Approval of an Ordinance Authorizing the Issuance of "City of New Braunfels, Texas, Utility System Revenue Program Notes, Taxable Series" in an Aggregate Principal Amount of Not to Exceed $25,005,000 to Provide Interim Financing to Pay Project Costs for Eligible Project for the City's Utility System, Approving and Authorizing the Execution of Agreements to be Entered into in Connection with the Program Notes and Resolving Other Matters Incident and Related Thereto. 26-642
Jessica Williams, Chief Financial Officer, New Braunfels Utilities (NBU)

B) Discuss and consider approval of a resolution of the City of New Braunfels, Texas, authorizing the use of eminent domain proceedings by New Braunfels Utilities (NBU) for the acquisition of easements that are necessary to advance and achieve the public use of expanding the New Braunfels Utilities' Water System to increase water capacity to meet existing and future needs and ensure reliability, in the event negotiations are unsuccessful: 26-298
a. a permanent utility easement of 0.005 acres and a temporary construction easement of 0.042 acres being situated out of Lot 13, Pleasant View Subdivision in

Comal County, Texas according to the plat thereof recorded in Volume 4, Page 54 of the Map and Plat Records of Comal County, Texas, as conveyed to Leonardo Hernandez III, Herman G. Hernandez, Yvette Hernandez Rodriguez, Yvonne Hernandez Garcia and Michael R. Hernandez by Gift Deed recorded in Document No. 201706012849, Official Public Records, Comal County, Texas, as it may have been modified by Affidavit of Correction Concerning Instrument recorded in Document No. 202006016641, Official Public Records, Comal County Texas, also known as Comal County Parcel No. 44948

Bruce Haby, Real Estate Manager, New Braunfels Utilities
Matthew Eckmann, Assistant Director of Public Works

C) Discuss and consider the second and final reading of an ordinance requested by Paul Paniagua of approximately 0.3 acres out of the City Block Subdivision 3007, Lot 4, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow Short-Term Rental of a Residence), currently addressed at 1258 West San Antonio Street. 26-627

Christopher J. Looney, AICP, Neighborhood & Community Planning Department Director
Applicant/Owner: Paul Paniagua

D) Discuss and consider the second and final reading of an ordinance requested by Maria Chavez of approximately 0.2 acres out of the City Block Subdivision 1072, Lot 10, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 284 Perryman Street. 26-628

Christopher J. Looney, AICP, Neighborhood & Community Planning Department Director
Applicant/Owner: Maria Chavez

E) Discuss and consider approval of the composition and selection process for the proposed Charter Review Commission. 26-680

Robert Camareno, City Manager

3. PRESENTATIONS:

A) Presentation and update on the Street Safety Action Plan progress and Vision Zero. 26-626

Elizabeth Dupont, Transportation Planner

4. EXECUTIVE SESSION

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551.071, the City Council may convene in a closed session to discuss any of the items listed on this agenda. Any final action or vote on any executive session item will be taken in open session.

5. IF NECESSARY, RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.

ADJOURNMENT

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at the New Braunfels City Hall.

_____

Gayle Wilkinson, City Secretary

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (830) 221-4010 at least two (2) work days prior to the meeting so that appropriate arrangements can be made.

TAXPAYER IMPACT STATEMENT:

TAXPAYER IMPACT STATEMENT

Comal County & Guadalupe County

House Bill 1522, passed by the Texas Legislature in 2025, amends section 551.043 of the Texas Government Code to require that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

The City of New Braunfels has adopted a budget for FY 2026.

2024 Value of Median-Valued Homestead Property in **Comal County**	$ 349,106
2024 Property Tax Bill for the Current Fiscal Year ($0.0.408936)	$ 1,428
2025 Value of Median-Valued Homestead Property in **Comal County**	$ 354,783
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts the Proposed Budget and Tax Rate ($0.408936 per $100 of value)	$ 1,451
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate ($.409475 per $100 of value)	$ 1,453

2024 Value of Median-Valued Homestead Property in **Guadalupe County**	$ 331,133
2024 Property Tax Bill for the Current Fiscal Year ($0.0.408936)	$ 1,354
2025 Value of Median-Valued Homestead Property in **Guadalupe County**	$ 311,795
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts the Proposed Budget and Tax Rate ($0.408936 per $100 of value)	$ 1,275
Estimated 2025 Property Tax Bill for the Upcoming Fiscal Year if the City Adopts a Balanced Budget Funded at the No-New-Revenue Tax Rate ($.409475 per $100 of value)	$ 1,277

The estimates in this Impact Statement are valid only for the FY 2026 adopted budget and tax rate.

Agenda Item No. A)

City of New Braunfels

Proclamation

THE STATE OF TEXAS §
COUNTY OF COMAL §
CITY OF NEW BRAUNFELS §

WHEREAS, New Braunfels is a community which supports and celebrates a thriving and welcoming music scene that draws residents and visitors alike; and

WHEREAS, Make Music Day is an annual celebration on the first day of summer showcasing free live music throughout the community and inviting all to experience and participate in making music; and

WHEREAS, on June 21, 2026, New Braunfels will celebrate its second year participating in Make Music Day highlighting the city's vibrant culture and local talent while inviting the community and visitors to gather in celebration of music.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim June 21, 2026, as

"Make Music Day"

in New Braunfels, and I encourage all citizens of New Braunfels to come together in celebration of music as a unifying and inspiring force in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 8th day of June 2026.

CITY OF NEW BRAUNFELS

_____

NEAL LINNARTZ, Mayor

Agenda Item No. B)

City of New Braunfels

Proclamation

THE STATE OF TEXAS §
COUNTY OF COMAL §
CITY OF NEW BRAUNFELS §

WHEREAS, everyone deserves a chance to reach one's full potential, and we have a moral and economic duty to support our children, and to promote positive outcomes for youth through early intervention, quality education, and family support programs; and

WHEREAS, fathers, whether biological, a father-figure, foster, or adoptive, deserve our honor and gratitude; and

WHEREAS, the celebration of Father's Day is a time to honor fathers and thank them for their love and support and the vital potential role they play in helping their children grow and set goals for their future; and

WHEREAS, good fathering and co-parenting during infancy, childhood, and adolescence contributes to emotional security and has overwhelming positive psychological and economic benefits for children, families, communities, and other sectors; and

WHEREAS, children are less likely to face poverty, infant mortality, and abuse and/or neglect when there is an involved father in their lives; and

WHEREAS, all fathers must invest in providing emotional and financial support for their children at every juncture of their lives, supporting involved, nurturing, and responsible fatherhood; and

WHEREAS, strong families are the foundation of thriving communities, which are essential as we address social challenges like addiction, teen pregnancy, crime, and school dropout; and

WHEREAS, throughout our state, we aim to promote positive fathering and co-parenting, to showcase providers of fatherhood resources and services, and to increase public awareness of the crucial role of fathers.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim June 2026, as

"Responsible Fatherhood Month"

in New Braunfels.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 8th day of June 2026.

CITY OF NEW BRAUNFELS

_____
NEAL LINNARTZ, Mayor

6/8/2026

Agenda Item No. C)

City of New Braunfels

Proclamation

THE STATE OF TEXAS §
COUNTY OF COMAL §
CITY OF NEW BRAUNFELS §

WHEREAS, the safety, health, and well-being of the City of New Braunfels workforce is essential to delivering high-quality services to our community; and

WHEREAS, National Safety Month, observed each June, provides an opportunity to recognize the importance of cultivating a strong culture of safety across all City departments and operations; and

WHEREAS, the City of New Braunfels is committed to proactive risk management strategies that reduce workplace injuries, control losses, and support the physical and psychological well-being of its team members; and

WHEREAS, through ongoing training, hazard identification, incident reporting, and continuous improvement efforts, the City strives to provide a safe and resilient work environment for all team members; and

WHEREAS, leadership engagement and team member participation are critical components of an effective safety program, fostering accountability, collaboration, and shared responsibility at every level of the organization; and

WHEREAS, recognizing and reinforcing safe behaviors helps prevent workplace incidents, reduces risk exposure, and ensures team members return home safely at the end of each workday; and

WHEREAS, National Safety Month serves as a reminder to recommit to safety as a core organizational value and to prioritize practices that protect our workforce and the public we serve.

NOW THEREFORE, be it resolved, that I, Neal Linnartz, Mayor of the City of New Braunfels, Texas, hereby proclaim June 2026, as

"National Safety Month"

in New Braunfels, and I encourage all City team members to actively engage in safe work practices, participate in training and risk reduction efforts, and contribute to a culture where safety is a shared responsibility.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Braunfels to be affixed this the 8th day of June 2026.

CITY OF NEW BRAUNFELS

_____
NEAL LINNARTZ, Mayor

Agenda Item No. A)

PRESENTER:
Natalie Baker, Deputy City Secretary

SUBJECT:
Approval of the May 26, 2026, city council regular and executive session meeting minutes.

DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL - EXECUTIVE SESSION
REGULAR MEETING OF TUESDAY, MAY 26, 2026

CALL TO ORDER

Mayor Linnartz called the meeting to order at 5:01 p.m.

CALL OF ROLL: CITY SECRETARY

Councilmember Carter arrived at 5:03 p.m.

Present 7 - Councilmember D. Lee Edwards, Mayor Pro Tem Lawrence Spradley, Councilmember April Ryan, Councilmember Michael Capizzi, Mayor Neal Linnartz, Councilmember Toni Carter, and Councilmember Mary Ann Labowski

1. EXECUTIVE SESSIONS

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551.071, the City Council may convene in a closed session to discuss any of the items listed below. Any final action or vote on any executive session item will be taken in open session.

A) Deliberate pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:
1. Lefko USA, Inc.
2. Discuss City Charter, ordinances, Texas Constitution, state statutes and conflict of laws related to majority and plurality voting requirements.

B) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:
1. Gener8tor

C) Deliberate pursuant to Section 551.076, Government Code, Council may convene in closed session to deliberate: (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit.

1. Deliberate the deployment of security personnel or devices and deliberate a security audit.

D) Deliberate the appointment and duties of an Interim City Attorney in accordance with Section 551.074 of the Texas Government Code.

Mayor Linnartz read the aforementioned executive session items.

Mayor Linnartz adjourned into closed session at 5:03 p.m.

2. IF NECESSARY, RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.

City Council did not complete all of the executive session items at this time. They will reconvene into executive session following the regular meeting.

No action was taken at this time.

ADJOURNMENT

Mayor Linnartz adjourned in executive session at 5:49 p.m.

By: _____
NEAL LINNARTZ, MAYOR

Attest:

_____
GAYLE WILKINSON, CITY SECRETARY

DRAFT - MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF TUESDAY, MAY 26, 2026

CALL TO ORDER

Mayor Linnartz called the meeting to order at 6:00 p.m.

CALL OF ROLL: CITY SECRETARY

Present: 7 - Councilmember Toni Carter, Councilmember Michael Capizzi, Councilmember D. Lee Edwards, Mayor Pro Tem Lawrence Spradley, Councilmember April Ryan, Councilmember Mary Ann Labowski, and Mayor Neal Linnartz

REQUEST ALL PHONES AND OTHER DEVICES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL.

INVOCATION: COUNCILMEMBER EDWARDS

Councilmember Edwards provided the invocation.

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

Mayor Linnartz led the Pledge of Allegiance and the Salute to the Texas Flag.

ANNUAL ELECTION ACTIONS

A) Complete and issue Certificate of election to the Councilmember - elect Mary Ann Labowski for District 5.

Mayor Linnartz read the aforementioned item.

Gayle Wilkinson indicated this has been completed.

B) Administer the oath of office to District 5 Councilmember - elect Mary Ann Labowski.

Mayor Linnartz invited Councilmember-elect Labowski to the front of the dais for her oath to be administered.

Gayle Wilkinson issued the Oath of Office to Councilmember-elect Labowski.

Councilmember Labowski addressed the audience and her peers.

PROCLAMATIONS:

A) Juneteenth

Mayor Linnartz read the aforementioned proclamation.

George Green accepted the proclamation and addressed council.

B) ALS Awareness

Mayor Linnartz read the aforementioned proclamation.

Brian Martelon and family were present to receive the proclamation.

C) Small Business Week and Small Business Person of the Year.

Mayor Linnartz read the aforementioned proclamation.

Representatives from the New Braunfels Chamber and Kevin Carroll accepted the proclamation and addressed council.

CITIZENS COMMUNICATIONS

This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time. In the interest of protecting the City's network and data, the City is not accepting flash drives or electronic files for use during Citizens Communications. Please use hard copies, the overhead projector or access the City's online digital form to upload electronic files you would like the Mayor and Council to view. The digital form would need to be uploaded two (2) hours prior to the City Council meeting. A link to this form can be accessed on the City Secretary's website. Individuals desiring to speak at citizen's communications should line up behind the podium and be ready to speak.

The following people addressed council: Michael French, Thomas Candle, Michael Murphy, Bob King, Richard Zapata, Jim Holster.

1. CONSENT AGENDA

All items listed below are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business. Citizens must be present to pull an item.

Action Items

A) Approval of the May 11, 2026 regular and executive city council meeting minutes, and the May 18, 2026 special city council meeting minutes.

B) Approval of a License Agreement between the City of New Braunfels and 210 S. Castell, LLC for the placement of a dumpster and

enclosure on the City property located at 169 S. Hill Avenue.

C) Approval of an agreement between the City of New Braunfels and Comal County regarding runoff election services for June 13, 2026, and authorizing the City Manager to execute the agreement.

D) Approval of a contract between the City of New Braunfels and Guadalupe County regarding the June 13, 2026, runoff election, and authorizing the City Manager to execute the agreement.

E) Approval to authorize the City Manager to execute and fund a Public Pedestrian Underpass Agreement with Union Pacific Railroad as part of the Dry Comal Trail, Segment 1, for the construction, use, and maintenance of a 10-foot concrete trail and overhead protection canopy within the Union Pacific Railroad right of way at milepost 227.62.

F) Approval of an adjustment to the authorized Citywide full time equivalent from 902.5 to 907.5 and the appropriate budget amendments.

Ordinances

(In accordance with Section 3.10 of the City Charter, a descriptive caption of each ordinance shall be read on two separate days.)

G) Approval of the first reading of an ordinance, of the City Council of the City of New Braunfels, Texas, accepting and approving the 2026 Amended and Restated Service and Assessment Plan and Updated Assessment Roll for the Solms Landing Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.

H) Approval of the second and final reading of an ordinance amending section 86-8 “Glass containers prohibited in park areas and on rivers, lakes and streams”, section 86-10 Prohibition of alcoholic beverages in city parks and city-owned property”, section 86-12 “ Prohibition of sale or advertising of goods, wares or services in city parks”, section 86-17 “ San Antonio Street bridge safety zone”, and section 86-97 “ Landa Park miniature golf and paddle boat fees” of the New Braunfels code of ordinances to match department policy.

Approval of the Consent Agenda

Mayor Linnartz read the aforementioned ordinances of the consent agenda. Mayor Pro Tem Spradley motioned to approve this item.

Councilmember Ryan seconded the motion which passed unanimously.

2. INDIVIDUAL ITEMS FOR CONSIDERATION

Individuals desiring to speak to any individual item should line up behind the podium and be ready to speak when public comment is recognized.

A) Public hearing and first reading of an ordinance requested by Maria Chavez of approximately 0.2 of an acre out of the City Block Subdivision 1072, Lot 10, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 284 Perryman Street.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this item with a powerpoint presentation.

A representative for the applicant addressed council, provided documentation, and answered questions.

Councilmember Edwards motioned to approve this item. Councilmember Capizzi seconded the motion which passed.

Opposed:
Councilmember Carter

B) Public hearing and first reading of an ordinance requested by Paul Paniagua of approximately 0.3 of an acre out of the City Block Subdivision 3007, Lot 4, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 1258 West San Antonio Street.

Mayor Linnartz read the aforementioned item.

Christopher Looney presented this using a powerpoint.

The following individual spoke at this time: Angela Keller.

Mayor Pro Tem Spradley motioned to approve this item. Councilmember Edwards seconded the motion which passed.

Opposed:
Councilmember Carter, and Labowski

C) Discuss and consider the possible reconsideration of the City Council's action on May 11th on item 1(b) on the City Council's 5pm executive session meeting and discussion regarding the employment, duties, discipline, and appointment of the City Attorney position and discussion regarding the removal of the City Attorney in accordance with Section 551.074 of the Texas Government Code.

Mayor Linnartz read the aforementioned item.

Mayor Linnartz announced that a motion was needed to begin discussion on this item. No motion was made. The item died for lack of motion.

PRESENTATIONS:

A) Presentation, discussion and possible direction to staff regarding the creation and composition of a charter review commission, selection process of an outside legal firm to assist with the charter review and amendment process and associated timeline for a potential charter amendment election.

Mayor Linnartz read the aforementioned item.

Robert Camareno presented this item with a powerpoint presentation and answered questions.

City Council advised Robert Camareno to bring back a draft application for potential Charter Review Commission members, including recommendations regarding the size of the commission and the number of alternates. Council also noted that applicants should be informed of the anticipated time commitment and goals of the appointment. Council expressed a desire for an ad hoc committee to select the outside legal counsel that would assist the commission. This item will return as an action item at the next meeting.

No action was taken at this time.

3. EXECUTIVE SESSION

In accordance with the Open Meetings Act, Texas Government Code, Ch. 551.071, the City Council may convene in a closed session to discuss any of the items listed on this agenda. Any final action or vote on any executive session item will be taken in open session.

A) Deliberate pending/contemplated litigation, settlement offer(s), and

matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct in accordance with Section 551.071, of the Texas Government Code, specifically:

1. Lefko USA, Inc.

2. Discuss City Charter, ordinances, Texas Constitution, state statutes and conflict of laws related to majority and plurality voting requirements.

B) Deliberate issues regarding economic development negotiations in accordance with Section 551.087 of the Texas Government Code:

1. Gener8tor

C) Deliberate pursuant to Section 551.076, Government Code, Council may convene in closed session to deliberate: (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit.

1. Deliberate the deployment of security personnel or devices and deliberate a security audit.

D) Deliberate the appointment and duties of an Interim City Attorney in accordance with Section 551.074 of the Texas Government Code.

4. IF NECESSARY, RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.

Mayor Linnartz adjourned back into open session at 7:47 p.m. and announced City Council would resume executive session on the above items that were read in Executive Session at 5:00 p.m.

City Council reconvened back into open session at 8:26 p.m.

Mayor Pro Tem Spradley motioned to appoint Davidson, Troilo, Ream & Garza as the Interim Attorney Firm. Councilmember Labowski seconded the motion which passed unanimously.

ADJOURNMENT

Mayor Linnartz adjourned at 8:26 p.m.

By: _____

NEAL LINNARTZ, MAYOR

Attest:

_____
GAYLE WILKINSON, CITY SECRETARY

PRESENTER:
Scott McClelland, Assistant Transportation & Construction Services Director

SUBJECT:
Approval of an agreement with Pape-Dawson Consulting Engineers, LLC to collect, analyze, and prioritize right-of-way data to be used with the City's Americans with Disabilities Act Self-Evaluation and Transition Plan.

DEPARTMENT: Transportation & Construction Services

COUNCIL DISTRICTS IMPACTED: Citywide

BACKGROUND INFORMATION:
In September 2024, the City was awarded a Safe Streets and Roads for All (SS4A) grant from the U.S. Department of Transportation (USDOT) in order to complete the assessment of right-of-way (ROW) assets related to the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan. The assessment will also help inform the City's Pedestrian and Bicycle Network Plan, which is included in the adopted Street Safety Action Plan. The total grant award is $875,000 and requires a 20% match from the City.

The City issued a request for proposals (RFP) on February 7, 2026, for the services to collect the ROW data, assess the data against current ADA standards, and apply a prioritization methodology to the data. The City received eight (8) responses to the RFP and evaluated the responses based on cost and qualifications. The evaluation team concluded that Pape-Dawson Consulting Engineers, LLC (Pape-Dawson) was the best value to the City for the required scope of work.

The RFP was structured around an assumed ROW evaluation of 250 centerline miles, resulting in a total fee of $647,500 from Pape-Dawson. Because the exact required miles of assessment are unknown, staff is requesting contract authorization for the full grant amount, not to exceed $875,000.

ISSUE:
Although the City can use the existing partial ROW data to inform the ADA Self-Evaluation and Transition Plan that is planned to be adopted later this year, having a full ROW data set will allow for a more complete planning process for future ADA Self-Evaluation and Transition Plans, as well as future initiatives in the Street Safety Action Plan.

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☒Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☐Community Well-Being ☐N/A
Complete an ADA transition plan.

FISCAL IMPACT:
The total grant award is $875,000, of which the granting agency will reimburse 80% ($700,000) of eligible costs. The City's required 20% matching contribution, totaling $175,000, was included in the FY 2025 Adopted Budget and satisfied during FY 2025. Therefore, sufficient funds are available to support all eligible costs as described above.

RECOMMENDATION:
Staff recommends approval of an agreement with Pape-Dawson Consulting Engineers, LLC to collect, analyze, and prioritize right-of-way data to be used with the City's ADA Self-Evaluation and Transition Plan.

PRESENTER:
Nathan Brown, City Attorney's Office

SUBJECT:
Approval of a contract with Denton Navarro Rodriguez Bernal Santee & Zech, P.C., the approval of Justin Plescha as contract municipal prosecutor and the appropriate budget amendment
DEPARTMENT: City Attorney's Office

COUNCIL DISTRICTS IMPACTED: Citywide

BACKGROUND INFORMATION:
The City has a full-time municipal court Prosecutor/Assistant City Attorney who handles all cases in addition to open records and ordinance training responsibilities. Due to the number of vacancies within the City Attorney's Office, the City Attorney's Office needs the full-time prosecutor to handle other attorney duties and it will be necessary for the City to contract for assistance with municipal court prosecutions. This attorney will be a contract prosecutor and not a full-time or part-time employee. They will be utilized on an as-needed basis to help ensure that the City Attorney's Office can continue to provide the legal services that the City needs. These are professional services requiring a higher level of knowledge and therefore are competitively exempt. Selection is solely based on qualifications and knowledge.

In order to meet the legal needs of the municipal court and city staff, the City Attorney's Office is recommending hiring Denton Navarro Rodriguez Bernal Santee & Zech, P.C., for these contract legal services to provide prosecutorial assistance. Mr. Justin Plescha has previously served as interim prosecutor and assistant city attorney with another firm while the City's full-time attorney was out on extended leave and received high praise from the court and other staff members who interacted with him. He is efficient, well respected and is familiar with the City's processes and staff's needs.

To support this engagement, the following budget amendment is recommended for City Council consideration

City Attorney's Office
Operating Expenditures (Increase): *$40,000*

ISSUE:
Additional prosecutorial services are needed for Municipal Court. The City Charter delegates the hiring of attorneys to the City Attorney with final approval resting with the City Council.

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☒Organizational Excellence ☐Community Well-Being ☐N/A
Maintenance of efficient, effective, and high-quality services.

FISCAL IMPACT:
The fiscal impact for this agreement is estimated not to exceed $40,000, depending on the actual number of hours worked.

RECOMMENDATION:
The City Attorney's Office recommends approval of this law firm for prosecutorial legal services and the appropriate 2026 Budget Amendment. The General Fund has sufficient reserves to support this budget amendment.

Agenda Item No. D)

PRESENTER:
Scott McClelland, Assistant Transportation and Construction Services Director

SUBJECT:
Approval of the Roadway Impact Fee report for the period April 1, 2025 to September 30, 2025 as recommended by the Roadway Impact Fee Advisory Committee

DEPARTMENT: Transportation and Construction Services

COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:
Chapter 395 of the Texas Local Government Code requires a semiannual report on impact fee collection activity to be presented to the Impact Fee Advisory Committee, which subsequently forwards the report and its recommendation to the City Council. In accordance with changes implemented through Senate Bill 1883, effective September 1, 2025, the City established a new Roadway Impact Fee Advisory Committee.

Impact fees are intended to recover the proportionate cost of infrastructure necessitated by new development. For roadway impact fees, this includes the additional capacity required on arterial and collector roadways that support the City's transportation network. The City of New Braunfels has established six roadway impact fee service areas. Fees collected within each service area may only be used to fund eligible projects identified within that area's Roadway Impact Fee Capital Improvements Plan.

On May 4, 2026, Becky Wiatrek, Assistant Director of Finance, presented the attached report to the Roadway Impact Fee Advisory Committee on behalf of the City of New Braunfels. Prepared by the Finance Department, the report summarizes roadway impact fee revenues, expenditures, and encumbrances by service area for the reporting period.

ISSUE:
N/A

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☒Organizational Excellence ☐Community Well-Being ☐N/A

FISCAL IMPACT:
N/A
RECOMMENDATION:

On May 4, 2026, the Roadway Impact Fee Advisory Committee unanimously recommended that the City Council accept the Roadway Impact Fee Report for April 1, 2025, through September 30, 2025. Staff recommends approval.

CITY OF NEW BRAUNFELS
For the Period 4/1/2025 - 9/30/2025

	Service Area 1	Service Area 2	Service Area 3	Service Area 4	Service Area 5	Service Area 6	TOTAL
Roadway Impact Fee Balance at 3/31/2025 (encumbrances excluded):	$ 1,987,279.96	$ 569,793.93	$ 4,509,429.06	$ 1,131,350.39	$ 1,978,926.49	$ 4,039,190.50	$ 14,215,970.33
Roadway Impact Fee Activity for the period 4/1/2025 to 9/30/2025:							
Receipts:							
Roadway Impact Fees Collected	$ 44,170.00	$ 8,160.46	$ 150,953.49	$ 87,802.00	$ 397,293.00	$ 544,594.48	$ 1,232,973.43
Interest Earned	10,979.56	5,250.09	49,052.53	12,101.15	20,855.30	41,933.83	140,172.46
Total Receipts	$ 55,149.56	$ 13,410.55	$ 200,006.02	$ 99,903.15	$ 418,148.30	$ 586,528.31	$ 1,373,145.89
Expenditures:							
Multimodel Transportation Plan	9,735.06	$ 9,735.07	$ 9,735.07	$ 9,735.07	$ 9,735.07	$ 10,227.59	$ 58,902.93
Roadway Impact Fee Study	$ 2,237.90	479.55	5,115.20	1,278.80	2,237.90	4,635.65	15,985.00
Hanz/Gruene Rd			22,204.88				22,204.88
Intersection Construction (FM1044/County Line;FM 1044 Schmidt; Klein/Klein Way)					135,700.90	374,786.66	510,487.56
Interfund transfer	1,127,142.00						1,127,142.00
Total Expenditures	**$ 1,139,114.96**	**$ 10,214.62**	**$ 37,055.15**	**$ 11,013.87**	**$ 147,673.87**	**$ 389,649.90**	**$ 1,734,722.37**
Net Change in Roadway Impact Fee Balance	**$ (1,083,965.40)**	**$ 3,195.93**	**$ 162,950.87**	**$ 88,889.28**	**$ 270,474.43**	**$ 196,878.41**	**$ (361,576.48)**
Impact Fee Balance at 9/30/2025	**$ 903,314.56**	**$ 572,989.86**	**$ 4,672,379.93**	**$ 1,220,239.67**	**$ 2,249,400.92**	**$ 4,236,068.91**	**$ 13,854,393.85**
Encumbrances:							
Barbarosa Road Intersection Striping	3,500.00						3,500.00
FM1863 Extension Metes & Bounds					8,792.31		8,792.31
Development Agreement Casina Creek Homes LLC (Hanz Drive)							-
Klein Road @ Klein Way Pedestrian Hybrid Beacon Design					13,982.50		13,982.50
Klein Road @ Klein Way Pedestrian Hybrid Beacon Materials Testing							-
Klein Road @ Walnut Avenue Signal Design					7,692.20		7,692.20
Multimodel Transportation Plan							-
Rough Proportionality Analysis						492.50	492.50
Schmidt Avenue @ FM 1044 Signal Design					3,980.00		3,980.00
Kimley-Horn & Associates	18,935.89	4,576.49	43,858.44	10,949.41	18,769.35	38,940.41	136,029.99
Kowald Lane Design						21,212.25	21,212.25
Total Encumbrances	$ 22,435.89	$ 4,576.49	$ 43,858.44	$ 10,949.41	$ 53,216.36	$ 60,645.16	$ 195,681.75
Impact Fee Balance less encumbrances	$ 880,878.67	$ 568,413.37	$ 4,628,521.49	$ 1,209,290.26	$ 2,196,184.56	$ 4,175,423.75	$ 13,658,712.10

April 30, 2026

Mr. Christopher Looney, AICP
Director of Planning
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

Re: New Braunfels Impact Fee Advisory Committee Report for the period of April 1, 2025 through September 30, 2025.

Dear Mr. Looney:

According to Chapter 395 of the State Government Code, a report should be filed semiannually with the New Braunfels Impact Fee Advisory Committee ("Advisory Committee") that was established to advise the New Braunfels City Council on the Impact Fee program. Pursuant to this report filing requirement, the City of New Braunfels submits this report to the Advisory Committee for the City of New Braunfels.

Impact Fee balances and activity for the six months ended September 30, 2025 are shown on the following page.

Costs for design engineering fees, surveying, and land acquisition for projects included in the Roadway Impact Fee Capital Improvement Plan, along with consultant costs for updating the Capital Improvement Plan are allowable uses for collected fees.

If there are any questions regarding this report, please do not hesitate to contact me at 830-221-4387 or spaulos@newbraunfels.gov.

Sincerely,

Sandy Paulos

Sandy Paulos
Director of Finance
City of New Braunfels

PRESENTER:
Justin Kneupper, Assistant Director of Information Technology

SUBJECT:
Approval of a contract with Charter Communications Operating, LLC (Spectrum) for fiber internet and enterprise TV services.

DEPARTMENT: Information Technology

COUNCIL DISTRICTS IMPACTED: N/A

BACKGROUND INFORMATION:
The City has been with Spectrum internet and enterprise TV services for many years. As services are renewed this year a new 3-year agreement is necessary to support additional services. We will be upgrading the Police Departments internet bandwidth, upgrading our internal enterprise TV equipment at City Hall, DasRec and adding DDoS (Distributed Denial of Service) protection.

The Police Department's current 500mb service is no longer sufficient with the additional cloud services being utilized and is being maxed out frequently. These services will increase the bandwidth to 1Gbps.

In addition, the current Spectrum enterprise TV service in use at City Hall and DasRec has been phased out and needs to be upgraded to their new offering. This will replace the outdated hardware and allow for better support.

The contract will add Distributed Denial of Service (DDoS) protection to all City internet circuits that are monitored year-round by Spectrum. DDoS attacks are increasingly easier, faster and less expensive to deploy. They are initiated with the goal of flooding your internet connection to halt your network operations, potentially causing damage to your reputation, loss in revenue or both.

ISSUE:
N/A

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☒Organizational Excellence ☐Community Well-Being ☐N/A

FISCAL IMPACT:
The total cost of this 3-year contract is $135,360. There is a one-time installation fee of $1,000 for the enterprise TV equipment. Sufficient funds are available in the FY 2026 Information Technology Budget;

however, this contract is actually expected to result in an overall cost savings due to the efficient improvements it creates.

RECOMMENDATION:

Staff recommends approval of this contract.

PRESENTER:
Matthew Eckmann, Assistant Director of Public Works

SUBJECT:
Approval of a license agreement between the City of New Braunfels and the Neue, LLC for encroachments in the public right-of-way of West San Antonio Street.

DEPARTMENT: Public Works

COUNCIL DISTRICTS IMPACTED: District 5

BACKGROUND INFORMATION:
Staff has received a request for encroachments in the public right-of-way associated with this development to install raised planter beds, raised porches/terraces, awnings, canopies, and balconies, within and over the right-of-way of West San Antonio Street at the intersection of South Guenther Avenue. Staff has reviewed the encroachments and determined they do not have a negative impact on the right-of-way and should be permitted.

Section 114-7(e) of the City of New Braunfels code of ordinances requires an annual fee of 10% of the value of the land for surface encroachments and 7.5% of the value of the land for aerial encroachments. Based on the calculations of the encroachment area, the annual fee assessed for these encroachments will be $4,320.

ISSUE:
Section 114-7(e) of the City of New Braunfels Code of Ordinances outlines the requirements pertaining to applicants wishing to install encroachments within the city right-of-way.

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☒Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

FISCAL IMPACT:
There is no fiscal impact associated with the item described above.

RECOMMENDATION:
Staff recommends approval of this license agreement.

APPLICATION FOR LICENSE AGREEMENT

Transportation & Capital Improvements
550 Landa Street, New Braunfels TX 78130
Phone: (830) 221-4275
www.newbraunfels.gov

Case No.: _____

Applicant/Agent*: The Neue, LLC.

Property Address: 699 W. San Antonio Street New Braunfels, TX 78130

Mailing Address: 392 W. Mill Street New Braunfels, TX 78130

Telephone: Office: 830-857-5520 **Mobile:** _____ **Email:** _____

Akeithly@tbastudio.com

kendallgillum@gmail.com

Submittal Requirements

1. $257 fee ($250 application fee + $7 technology fee (3%))
2. Letter outlining and requesting the license agreement including:
   a. Requested Improvements
   b. Proposed Location
   c. Subdivision Name
3. Survey of property to be subject of the License Agreement

Signed: _____ **Date:** 7/3/25

Applicant/Agent*

*** If signed by an agent, a letter of authorization must be furnished by the owner attesting to their knowledge for the purpose of the request; that they are in favor; and that said request is not contrary to any and all deed restrictions associated with the property under consideration.**

FOR OFFICE USE ONLY

Date completed application received: _____ Received by: _____

Date of Approval: _____ By: _____

Date of Denial: _____ By: _____

Comments: _____

640 N. Walnut Ave. Suite 1101, New Braunfels, Texas 78130
Main: 877 627 3772

TBPLS Reg. 10194550 • TBPE Reg. F-14909 • TBPG 50617

Colliers
Engineering & Design

June 25, 2025

City of New Braunfels
Planning & Development Services
550 Landa Street
New Braunfels, Texas 78130

Re: The Neue Condominiums
ROW Encroachment License Agreement

To Whom It May Concern,

This letter is in reference to the ROW Encroachment License Agreement for the above referenced project. A brief description of the project and proposed encroachments are described below.

The Neue Condominiums project is located along W. San Antonio Street, between S. Guenther Avenue and Clemens Avenue. Currently, the project site contains an existing retail building and house, which are located at 699 W. San Antonio Street and 157 S. Guenther Avenue, respectively. Both of these existing structures are to be demolished and replaced with a multi-use facility. To allow for the proposed development, the property is being re-platted into one lot, which is shown on the included New Braunfels Mixed Development plat. A copy of the existing survey is also included as an attachment to this letter.

The proposed development will be a multi-story building consisting of retail, office, and condominium uses. It is anticipated that the retail and office space will contain the following approximate square footages: 2,029 SF and 3,301 SF, respectively. The remaining building space will contain a total of 46 condominium units, being a combination of twenty-three (23) one-bedroom condominiums and twenty-three (23) two-bedroom condominiums.

In hopes to provide a fully functional and aesthetically pleasing development, the design team is proposing to include several design elements, some of which encroach into the right of way for W. San Antonio Street and S. Guenther Avenue. The proposed design elements include the following: raised planter beds, a raised retail terrace with railing for outdoor seating, raised walk-up patios along S. Guenther Avenue, overhead canopies, and balconies with railing for the condominium tenants. The aforementioned design elements have been notated with lengths and areas of encroachment on the included architectural plans.

In addition to the architectural design elements, a total of fifteen (15) parallel parking spaces have been added to W. San Antonio Street and S. Guenther Avenue. Seven (7) spaces are being proposed along W. San Antonio Street and the remaining eight (8) are being proposed along S. Guenther Avenue. With the parallel parking spaces, a six (6) foot wide sidewalk is being added within the right of way.

Colliers
Engineering & Design

If you require additional information, please contact our office.

Sincerely,

Colliers Engineering & Design, Inc.

P.E.

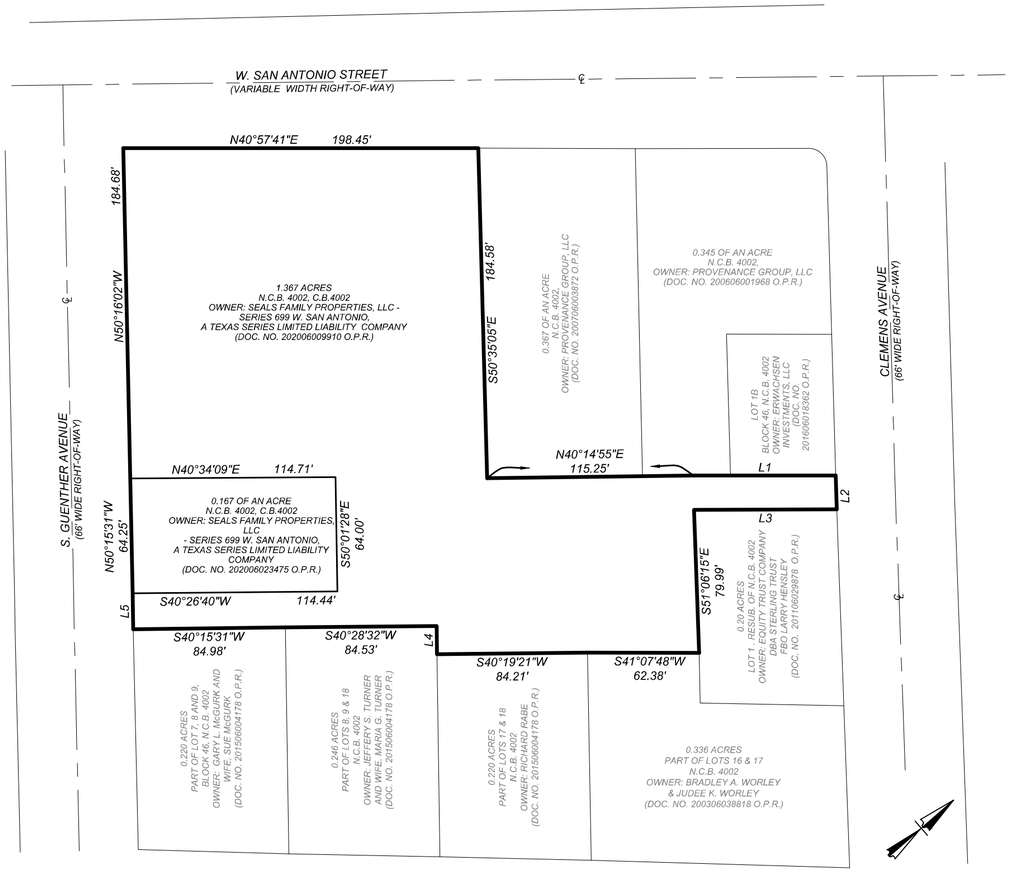
Denis Avendano, P.E.
Sr. Project Manager | Civil Site

U:\Projects\889\01\01\Word\Letters\250428-Neue Mixed Use Development\Review 1\Comment Response CoNB

FINAL REPLAT & SUBDIVISION PLAT ESTABLISHING
NEW BRAUNFELS MIXED DEVELOPMENT

BEING A TOTAL OF 1.534 ACRES OF LAND, BEING A REPLAT OF A 1.367 ACRE TRACT OF LAND OUT OF LOTS 3, 4, 5, 6, 7, 16, 17, AND 18, NEW CITY BLOCK 4002, CITY BLOCK 4002, CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, AS RECORDED IN DOCUMENT NO. 201606006566, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING A 0.167 ACRE TRACT OF LAND, BEING PART OF LOTS 6 AND 7, BLOCK 46, NEW CITY BLOCK 4002, GUENTHER ADDITION, NEW BRAUNFELS, TEXAS, RECORDED IN VOLUME 34, PAGE 59, DEED RECORDS, COMAL COUNTY, TEXAS, AND BEING COMPRISED OF THOSE CERTAIN TRACTS RECORDED IN VOLUME 1011, PAGE 160 AND VOLUME 1011, PAGE 162, BOTH OF OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

LOCATION MAP
NOT-TO-SCALE



KFW
ENGINEERS + SURVEYING
3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

STATE OF TEXAS
COUNTY OF COMAL

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE FINAL SUBDIVISION PLAT OF NEW BRAUNFELS MIXED DEVELOPMENT , SUBDIVISION TO THE CITY OF NEW BRAUNFELS, COUNTY OF COMAL, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

_____ _____
OWNER OF 1.367 ACRES: *DATE*

SEALS FAMILY PROPERTIES, LLC. – SERIES
699 W. SAN ANTONIO, A SERIES OF A TEXAS SERIES
LIMITED LIABILITY COMPANY
2189 WATERFORD GRACE
NEW BRAUNFELS, TEXAS 78130

_____ _____
OWNER OF 0.167 ACRES: *DATE*

SEALS FAMILY PROPERTIES, LLC. – SERIES
699 W. SAN ANTONIO, A SERIES OF A TEXAS SERIES
LIMITED LIABILITY COMPANY
2189 WATERFORD GRACE
NEW BRAUNFELS, TEXAS 78130

STATE OF TEXAS
COUNTY OF COMAL

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 20_____.

_____
NOTARY PUBLIC COMAL COUNTY TEXAS

STATE OF TEXAS
COUNTY OF COMAL

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 20_____.

_____
NOTARY PUBLIC COMAL COUNTY TEXAS

STATE OF TEXAS
COUNTY OF COMAL

KNOWN ALL MEN BY THESE PRESENTS:
I, THE UNDERSIGNED DOUGLAS A. KRAMER , A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE UNDER MY SUPERVISION AND IN COMPLIANCE WITH CITY AND STATE SURVEY REGULATIONS AND LAWS AND MADE ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
DOUGLAS A. KRAMER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6632
KFW SURVEYING, LLC
3421 PAESANOS PKWY., SUITE 101
SAN ANTONIO, TEXAS 78231
PHONE: 210-979-8444
FAX: 210-979-8441

APPROVED THIS THE _____DAY OF_____ 20_____ BY THE PLANNING COMMISSION OF THE CITY OF NEW BRAUNFELS, TEXAS.

_____ _____
DATE *PLANNING COMMISSION CHAIR*

APPROVED FOR ACCEPTANCE

_____ _____
DATE *CITY ENGINEER*

_____ _____
DATE *PLANNING DIRECTOR*

_____ _____
DATE *NEW BRAUNFELS UTILITIES*

AREA BEING REPLATTED

THE 1.534 ACRES BEING REPLATTED IS ALL OF A 1.367 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 3, 4, 5, 6, 7, 16, 17, AND 18, NEW CITY BLOCK 4002, CITY BLOCK 4002, CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 201606006566, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING ALL OF A 0.167 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOTS 6 AND 7, BLOCK 46, NEW CITY BLOCK 4002, GUENTHER ADDITION, NEW BRAUNFELS, TEXAS, RECORDED IN VOLUME 34, PAGE 59, DEED RECORDS, COMAL COUNTY, TEXAS, BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 202006023475, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

THE PURPOSE OF THIS REPLAT IS TO ESTABLISH THE NEW BRAUNFELS MIXED DEVELOPMENT SUBDIVISION PLAT CONSISTING OF ONE NON-RESIDENTIAL LOT.

<u>*GENERAL NOTES:*</u>

1. *PLAT ESTABLISHING ONE NON-RESIDENTIAL LOT.*
2. *MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" AFTER COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.*
3. *BEARINGS AND DISTANCES ARE IN SURFACE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.*
4. *ALL PORTIONS OF ALL LOTS ON THIS PLAT ARE IN THE 0.2% ANNUAL CHANCE FLOOD HAZARD ZONE ACCORDING TO FEMA FLOOD MAP 435 OF 505, COMMUNITY PANEL NO. 48091C0435F, DATE SEPTEMBER 2, 2009.*
5. *THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD88 (GEOID18).*
6. *THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.000143151.*
7. *THE PROPERTY WILL BE SERVED BY THE FOLLOWING UTILITY PROVIDERS:*
   - *NEW BRAUNFELS UTILITIES - ELECTRIC*
   - *NEW BRAUNFELS UTILITIES - SANITARY SEWER*
   - *NEW BRAUNFELS UTILITIES - WATER*
   - *CENTERPOINT ENERGY - NATURAL GAS*
   - *SPECTRUM - CABLE TELEVISION*
   - *AT&T - PHONE SERVICE*
8. *THIS PROPERTY IS LOCATED WITHIN THE NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT.*
9. *A 10-FOOT WIDE PUBLIC SIDEWALK WILL BE INSTALLED AT THE BACK OF CURB, PER CITY STANDARDS, BY THE DEVELOPER AT THE TIME OF BUILDING PERMIT AND CONSTRUCTION ALONG W. SAN ANTONIO STREET AND S. GUENTHER AVENUE.*
10. *DRAINAGE EASEMENT MEANS A DELINEATED PORTION OF LAND SET ASIDE FOR THE OVERLAND OR UNDERGROUND TRANSFER OR STORAGE OF STORM WATER. THIS AREA SHALL NOT HAVE ANY PERMANENT STRUCTURES, FENCES, OR OTHER OBSTACLES HINDERING THE SAFE TRANSFER OF WATER THROUGH THE EASEMENT. ALL DRAINAGE EASEMENTS ARE PRIVATE. MAINTENANCE OF DRAINAGE EASEMENTS DESIGNATED WITHIN A LOT SHALL BE RESPONSIBILITY OF THE PROPERTY OWNER.*
11. *NON-RESIDENTIAL USE SUBDIVISIONS ARE NOT SUBJECT TO PARK LAND DEDICATION AND DEVELOPMENT REQUIREMENTS, HOWEVER, AT SUCH TIME THAT ANY DWELLING UNITS ARE CONSTRUCTED, THE OWNER OF THE LOT SHALL CONTACT THE CITY AND COMPLY WITH THE ORDINANCE FOR EACH DWELLING UNIT.*
12. *FUTURE DEVELOPMENT IS SUBJECT TO CHAPTER 114 (STREETS, SIDEWALKS, AND OTHER PUBLIC SPACES) OF THE NEW BRAUNFELS CODE OF ORDINANCES.*
13. *NO STRUCTURES, WALLS, OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING, FENCES, OR OTHER TYPES OF MODIFICATIONS WHICH ALTER THE CROSS SECTIONS OF THE DRAINAGE EASEMENTS OR DECREASES THE HYDRAULIC CAPACITY OF THE EASEMENT, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY ENGINEER. THE CITY OF NEW BRAUNFELS AND THE COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.*
14. *THIS DEVELOPMENT IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.*
15. *PERMANENT WATER QUALITY CONTROLS ARE REQUIRED FOR THIS SUBDIVISION PLAT IN ACCORDANCE WITH THE CITY OF NEW BRAUNFELS DRAINAGE AND EROSION CONTROL DESIGN MANUAL.*

<u>*NBU NOTES:*</u>

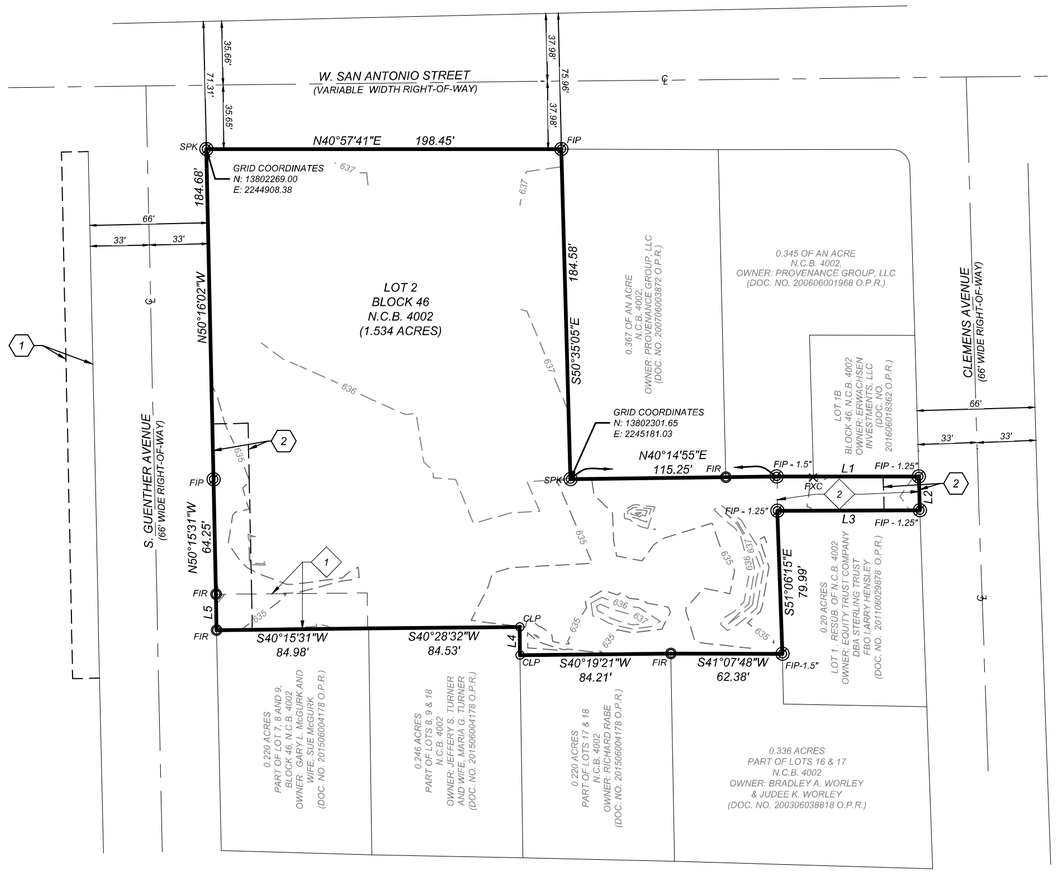
1. *MAINTENANCE OF DEDICATED UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. ANY USE OF AN EASEMENT OR ANY PORTION OF IT, INCLUDING LANDSCAPING OR DRAINAGE FEATURES IS SUBJECT TO AND SHALL NOT CONFLICT WITH THE TERMS AND CONDITIONS IN THE EASEMENT. MUST NOT ENDANGER OR INTERFERE WITH THE RIGHTS GRANTED BY THE EASEMENT TO NEW BRAUNFELS UTILITIES. ITS SUCCESSORS AND ASSIGNS, AND SHALL BE SUBJECT TO APPLICABLE PERMIT REQUIREMENTS OF THE CITY OF NEW BRAUNFELS OR ANY OTHER GOVERNING BODY. THE PROPERTY OWNER MUST OBTAIN IN ADVANCE WRITTEN AGREEMENT WITH THE UTILITIES TO UTILIZE THE EASEMENT OR ANY PART OF IT.*
2. *UTILITIES WILL POSSESS A 5 - FOOT WIDE SERVICE EASEMENT TO THE DWELLING ALONG THE SERVICE LINE TO THE SERVICE ENTRANCE. THIS EASEMENT WILL VARY DEPENDING UPON LOCATION OF DWELLING AND SERVICE.*
3. *UTILITIES SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARD AND METER LOCATIONS SHALL NOT BE LOCATED WITHIN A FENCED AREA.*
4. *EACH LOT MUST HAVE ITS OWN WATER & SEWER SERVICE AT THE OWNER'S/DEVELOPERS EXPENSE.*
5. *DO NOT COMBINE ANY NEW UTILITY EASEMENT WITH DRAINAGE EASEMENTS OR MAKE CHANGES IN GRADE WITHIN THE UTILITY EASEMENTS WITHOUT WRITTEN APPROVAL FROM THE NEW BRAUNFELS UTILITIES.*

Date: Apr 17, 2025, 10:28am User ID: jferguson
File: U:\Projects\889\01\01\Design\Civil\PLAT\PL8890101_NB - FINAL.dwg

FINAL REPLAT & SUBDIVISION PLAT ESTABLISHING
NEW BRAUNFELS MIXED DEVELOPMENT

BEING A TOTAL OF 1.534 ACRES OF LAND, BEING A REPLAT OF A 1.367 ACRE TRACT OF LAND OUT OF LOTS 3, 4, 5, 6, 7, 16, 17, AND 18, NEW CITY BLOCK 4002, CITY BLOCK 4002, CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, AS RECORDED IN DOCUMENT NO, 201606006566, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING A 0.167 ACRE TRACT OF LAND, BEING PART OF LOTS 6 AND 7, BLOCK 46, NEW CITY BLOCK 4002, GUENTHER ADDITION, NEW BRAUNFELS, TEXAS, RECORDED IN VOLUME 34, PAGE 59, DEED RECORDS, COMAL COUNTY, TEXAS, AND BEING COMPRISED OF THOSE CERTAIN TRACTS RECORDED IN VOLUME 1011, PAGE 160 AND VOLUME 1011, PAGE 162, BOTH OF OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

LOCATION MAP
NOT-TO-SCALE



Line Table		
Line #	Length	Direction
L1	79.61'	N40° 58' 31"E
L2	18.89'	S50° 43' 17"E
L3	79.78'	S40° 46' 58"W
L4	15.76'	N49° 42' 54"W
L5	20.05'	N50° 00' 12"W

KEY NOTES

1. 15' PUBLIC UTILITY EASEMENT
2. 20' PUBLIC UTILITY EASEMENT

1. INGRESS & EGRESS EASEMENT (VOL. 594, PG. 727, O.P.R.)
2. ACCESS EASEMENT (CALLED RIGHT-OF-WAY EASEMENT) (VOL. 243, PG. 401, O.P.R.)

LEGEND

FIR	=	FOUND IRON ROD
SPK	=	SET PK NAIL
FIP	=	FOUND IRON PIPE
FIP - 1.25"	=	FOUND IRON PIPE - 1.25"
FIP - 1.5"	=	FOUND IRON PIPE - 1.5"
FXC	=	FOUND "X" IN CONCRETE
CLP	=	CHAINLINK POST
R.O.W.	=	RIGHT-OF-WAY
O.P.R.	=	OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TX

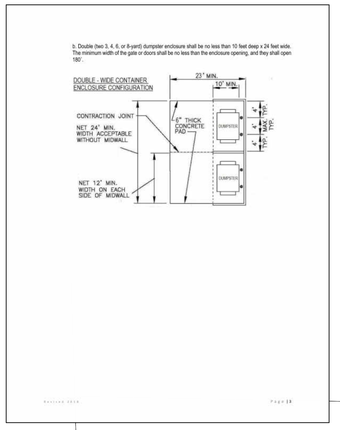
KFW
ENGINEERS + SURVEYING
3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPE Firm #: 9513 • TBPLS Firm #: 10122300

SCALE : 1"=60'

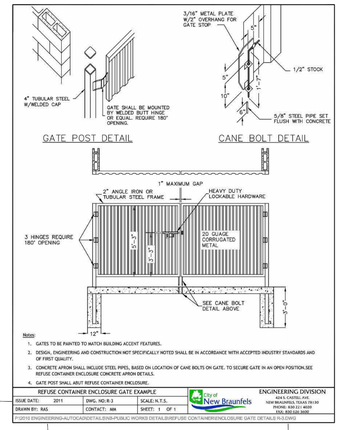
0' 60' 180'

120'

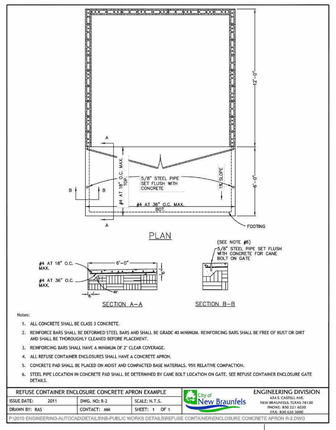
Date: Apr 17, 2025, 10:30am User ID: jferguson
File: U:\Projects\889\01\01\Design\Civil\PLAT\PL8890101_NB - FINAL.dwg



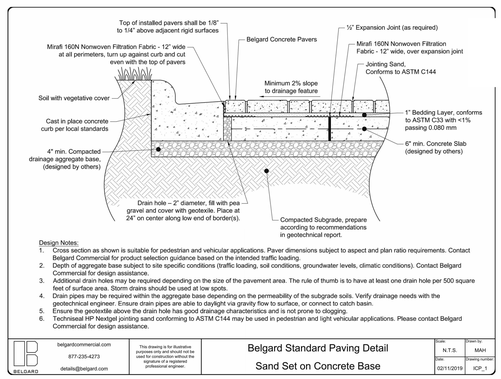
2 DUMPSTER - PLAN DETAIL
NTS



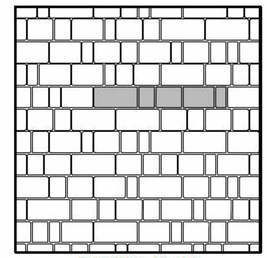
3 DUMPSTER - GATE ENCLOSURE
NTS



4 DUMPSTER - CONCRETE APRON
NTS

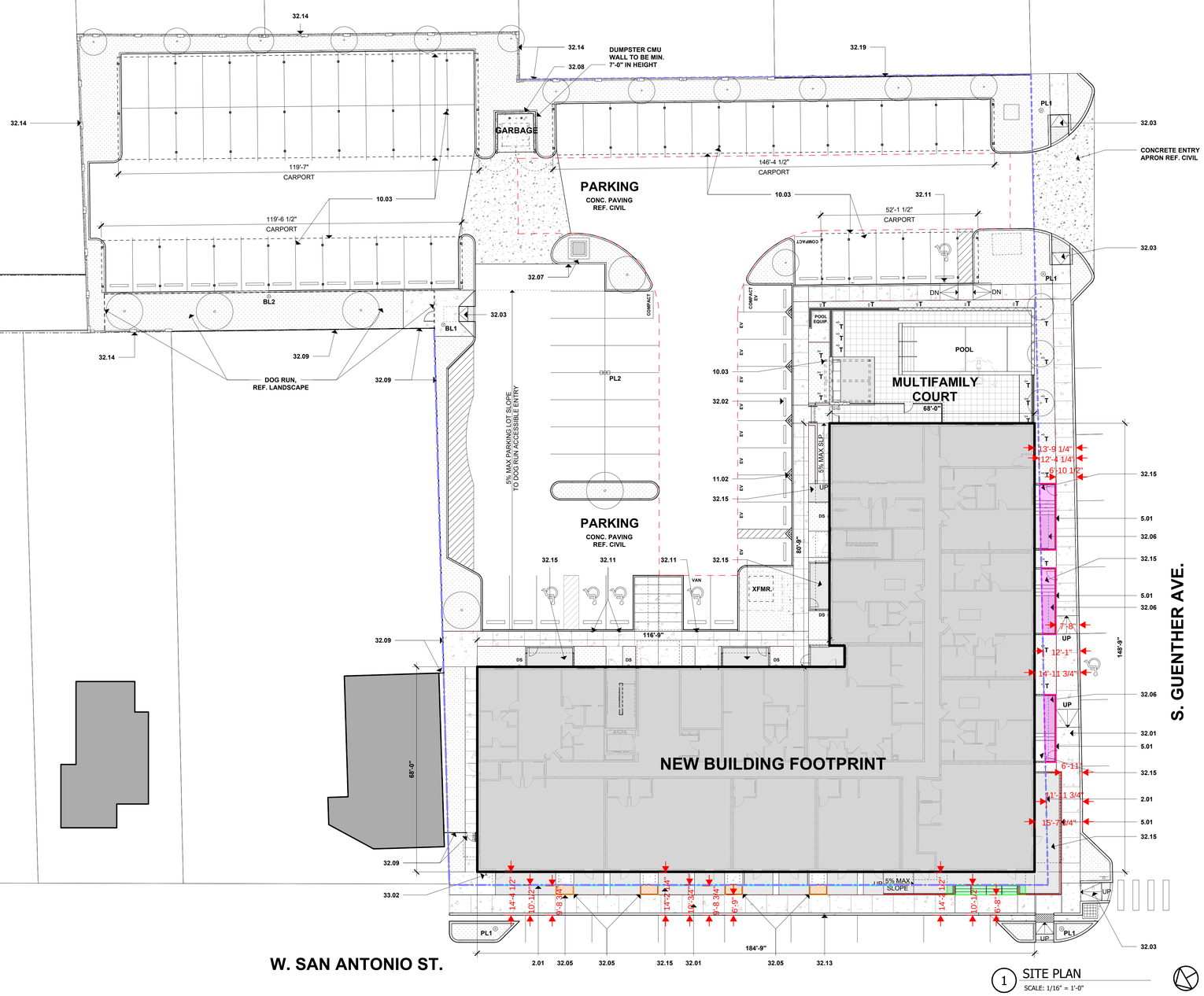


5 PAVER SECTION DETAIL
NTS



6 PAVER PATTERN DETAIL
NTS

DOMINO_A1+A2
Running Bond



1 SITE PLAN
SCALE: 1/16" = 1'-0"

KEYNOTES

DIVISION 00 EXISTING CONDITION
2.01 PROPERTY LINE / SITE
2.02 CONCRETE STAIR
2.03 ABOVE GRADE METAL PLANTER (REF. LANDSCAPE)
2.04 IN GROUND PLANTER (REF. CIVIL / LANDSCAPE)

DIVISION 03 CONCRETE
3.01 CAST IN PLACE CONCRETE (REF. STRUCT. / ARCH.)
3.02 CONCRETE FLOOR FINISH AS SCHEDULED
3.03 PRECAST CONCRETE STAIR TREADS / PLANKS
3.04 BOARD FORM CONCRETE WALL (REF. ARCH)
3.05 CHPCRETE AS SPECD.

DIVISION 04 MASONRY
4.01 MORTAR
4.02 MASONRY WALL TIES
4.03 WEEP
4.04 CONTROL JOINT
4.05 CONCRETE W/ PLASTER FINISH
4.06 MORTAR NET
4.07 BRICK VENEER MASONRY - FIELD
4.08 BRICK VENEER MASONRY - ACCENT
4.09 GROUT
4.10 12" CMU WALL (REF. STRUCT.)
4.11 CMU BLOCK WALL W/ PTD CEMENT PLASTER (REF. STRUCT.)
4.12 CAST STONE COPING
4.13 8" CMU WALL (REF. STRUCT.)
4.14 STONE VENEER - FIELD
4.15 STONE VENEER - ACCENT
4.16 CAST STONE CORNICE
4.17 CAST STONE STRAP ANCHOR PER MANUF. REC.
4.18 CAST STONE HEADER
4.19 CAST STONE SILL
4.20 BRICK VENEER MASONRY - SOLDIER COURSE HEADER
4.21 BRICK VENEER MASONRY - ROWLOCK COURSE SILL
4.22 BRICK VENEER MASONRY - HEADER COURSE SILL / CORNICE
4.23 BRICK VENEER MASONRY - ROWLOCK COURSE
4.24 CAST STONE BUILDING SIGNAGE
4.25 PAINTED BRICK SIGNAGE BAND

DIVISION 05 METALS
5.01 PAINTED STEEL RAILING
5.02 PAINTED STEEL BEAM (REF. STRUCT.)
5.03 PAINTED STEEL TUBE (REF. STRUCT.)
5.04 PAINTED STEEL COLUMN (REF. STRUCT.)
5.05 PAINTED STEEL PURLIN (REF. STRUCT.)
5.06 STEEL TUBE (REF. STRUCT.)
5.07 STEEL ANGLE (REF. STRUCT.)
5.08 8" COLD FORMED METAL FRAMING
5.09 PAINTED METAL DECK (REF. STRUCT.)
5.10 PAINTED STEEL PIPE (REF. STRUCT.)
5.11 PAINTED STEEL FENCING
5.12 PAINTED BREM METAL (COLOR TO MATCH STOREFRONT FRAME)
5.13 PAINTED STEEL BALCONY STRUCTURE
5.14 PAINTED 1 1/2" DIA METAL HANDRAIL
5.15 PAINTED STEEL CHANNEL (REF. STRUCT.)
5.16 PAINTED STEEL GATE
5.17 PAINTED STEEL ANGLE (REF. STRUCT.)
5.18 PAINTED FABRICATED METAL FRAME & PANEL SCREEN
5.19 PAINTED METAL CANOPY (REF. STRUCT.)
5.20 PAINTED METAL STAIRS (REF. STRUCT.)
5.21 PAINTED METAL LATTICE (REF ARCH.)
5.22 PAINTED LOOSE LINTEL (REF. STRUCT.)
5.23 3 1/2" METAL STUD
5.24 PAINTED STEEL SHIM PLATE (REF. STRUCT.)
5.25 PAINTED TIE ROD ASSEMBLY (REF. STRUCT.)
5.26 PAINTED STEEL PLATE (REF. STRUCT.)

DIVISION 06 WOOD, PLASTICS AND COMPOSITES
6.01 WOOD SHIM
6.02 WOOD BLOCKING AS RECD.
6.03 MILLWORK AS SCHEDULED
6.04 WOOD TRIM
6.05 WOOD NAILER (PRESSURE TREATED @ BALCONIES)
6.06 COMPOSITE WOOD DECK
6.07 HEADER FRAMING, REF. STRUCT.
6.08 WOOD SILL (PRESSURE TREATED @ CONC.) REF. STRUCT.
6.09 SUBFLOOR UNDERLAYMENT AS SPECD.
6.10 WOOD TRUSS, REF. STRUCT.
6.11 WOOD FRAMING, REF. STRUCT.
6.12 PRE-SLOPED WOOD SILL
6.13 WOOD TOP PLATE, REF. STRUCT.
6.14 HIGH IMPACT PLASTIC SETTING SHIM PER MANUF. REC.
6.15 WOOD JOIST, REF. STRUCT.

DIVISION 07 THERMAL AND MOISTURE PROTECTION
7.01 2-COAT STUCCO ON CMU AS SPECD., 1" ROUNDOVER AT EDGES
7.02 RIGID INSULATION, AS REQ. @ R-5 / INCH
7.03 EXTERIOR SHEATHING
7.04 FLUID APPLIED AIR BARRIER
7.05 CONT. SEALANT BEHIND WINDOW FLANGE TO FORM BACK DAMAIR SEAL
7.06 FLEXIBLE FLASHING, LAP OVER WINDOW FLANGES AND/OR LINTEL
7.07 STANDING SEAM METAL ROOF SYSTEMS AS SPECIFIED
7.08 PAINTED METAL FLASHING
7.09 METAL COUNTERFLASHING
7.10 MEMBRANE ROOF SYSTEM AS SPECIFIED
7.13 THROUGH-WALL METAL FLASHING
7.14 METAL FASCIA
7.15 SEALANT
7.16 STUCCO CASING BEAD
7.17 BATT INSULATION – MIN. R-21
7.18 METAL TRIM
7.19 PREFINISHED METAL COPING W/ METAL CLEAT
7.20 ACOUSTICAL BATT INSULATION
7.21 SEALANT WITH BACKER ROD
7.22 METAL BAR GRATING
7.23 AIR AND WATER RESISTIVE BARRIER SYSTEM
7.24 2-COAT STUCCO ON LATH OVER DRAINAGE MAT
7.25 PARAPET FLASHING TO BE TAKEN UP WALL & OVER TOP OF PARAPET
7.26 PREFINISHED SHEET METAL DOWNSPOUT & LEADER BOX
7.27 NOT USED
7.28 FOAM ROD
7.29 HP PROTECTION MAT BY ROOF MANUFACTURER
7.30 DRAINAGE MAT
7.31 PREFINISHED FLASHING SET IN SEALANT
7.32 10 MM SPACER AND CLIP
7.33 PREFINISHED SHEET METAL FASCIA
7.34 METAL PANEL CLEAT
7.35 1" RIGID INSULATION
7.36 STARTER STRIP
7.37 WRAP AIR BARRIER INTO OPENING
7.38 PREFINISHED SILL FLASHING SET IN SEALANT
7.39 STRIP-IN METAL FLASHING
7.40 CONTINUE AIR BARRIER FLASHING BELOW GRADE
7.41 SELF-ADHERED FLASHING LAPPED OVER WALL AIR BARRIER & ROOF
7.42 METAL TERMINATION BAR
7.43 PREFINISHED METAL RETURN
7.44 WEEP SCREED
7.45 COMPRESSIBLE FILLER AT EXPANSION JOINT AS NOTED
7.46 OVERFLOW SCUPPER
7.48 WELDED WIRE MESH
7.49 PROTECTION PAD / SHIM TO PROTECT ROOF MEMBRANE
7.50 TAPE SEALER AND CLOSURE PER MANUF.
7.51 TPO ROOF WALKWAY PAD
7.52 PEDESTRIAN TRAFFIC COATING
7.53 WALL MOUNTED DRAIN: ZURN Z199 DOWNSPOUT W/ S. STL. SCREEN
7.54 WOOD ROOF CANT

DIVISION 08 OPENINGS
8.01 PTD HOLLOW METAL DOORS AND FRAMES
8.02 SUBSILL
8.03 NOT USED
8.06 KNOX BOX
8.07 PTD GATE WITH STEEL TUBE FRAME & PPFH PANEL WITH LOCK
8.08 FIBERGLASS WINDOW AS INDICATED (REF. ASID)
8.09 SILL FLASHING
8.10 OVERHEAD COILING SMOKE CURTAINS FOR ELEVATOR DOORS
8.11 FLUSH SLAB SOLID CORE WOOD DOOR AS SCHEDULED
8.12 ALUMINUM STOREFRONT
8.13 FIBERGLASS CASEMENT WINDOW
8.14 FIBERGLASS MULTI-WIDE CASEMENT WINDOW
8.15 FIBERGLASS DIRECTSET FIXED WINDOW
8.16 FIBERGLASS SLIDING DOOR
8.17 PTD. HOLLOW MTL. FRAME, REINFORCED AS RECD.

DIVISION 9 FINISHES
9.01 GYPSUM WALLBOARD (REF. PARTITION TYPES FOR RATING)
9.02 SUSPENDED GYPSUM BOARD CEILING
9.04 SUSPENDED ACOUSTICAL CEILING
9.05 PORCELAIN CERAMIC TILE
9.06 MOSAIC ACCENT TILE
9.07 PAINT AS SCHEDULED
9.08 BASE AS SCHEDULED
9.09 FINISH FLOORING SCHEDULE (REF I.D.)
9.10 ACCENT WALL PANEL
9.11 ACOUSTICAL PANEL UNIT
9.12 ELASTOMERIC COATING SYSTEM
9.13 PTD GYPSUM BOARD LIGHT COVE
9.14 CEMENT PLASTER
9.15 SOUND CONTROL MATTING AS SPECD.
9.16 1/2" MTL RESILIENT RC-1 SOUND CHANNEL

DIVISION 10 SPECIALTIES
10.01 STAINLESS STEEL TOILET COMPARTMENTS
10.02 FIRE EXT. CABINET
10.03 PREFABRICATED CANOPY SYSTEM W/ SOFIT BY "AVADEK" OR EQUAL
10.04 STAINLESS STEEL COUNTERTOP W/ INTEGRATED GRILL
10.05 PORTABLE ADA POOL LIFT, OFCI.

DIVISION 11 EQUIPMENT
11.01 75" TELEVISION / DISPLAY MONITOR
11.02 LEVEL 2 ELECTRIC VEHICLE CHARGERS (REF. MEP/CIVIL)

DIVISION 12 FURNISHINGS
12.01 ROLLER SHADE
12.02 SIGNAGE
12.03 ADDRESS SIGNAGE
12.04 RAISED 8" ALUMINUM LETTER SIGNAGE
12.05 BENCH SEATING (REF INTERIOR

DIVISION 14 CONVEYING EQUIPMENT
14.01 ELEVATOR AS SPECIFIED

DIVISION 21 FIRE SUPPRESSION
21.01 FIRE DEPARTMENT CONNECTION (FDC)

DIVISION 22 PLUMBING
22.01 GALV. CAP FOR VENT THRU ROOF

DIVISION 23 HVAC
23.01 MECHANICAL EQUIPMENT (REF. MEP)
23.02 MECHANICAL DUCTWORK (REF. MEP)

DIVISION 26 ELECTRICAL
26.01 LIGHTING (REF. ARCH/MEP)
26.02 ELECTRICAL DISCONNECT (REF. MEP)
26.03 CONDUIT STUB UP FOR FUTURE E.V. CHARGING
26.04 ELECTRICAL DEVICE (REF. E3.00)
26.05 TRANSFORMER (REF. MEP / CIVIL)

DIVISION 32 EARTHWORK IMPROVEMENTS
32.01 CONCRETE FLATWORK - BROOM FINISH (REF. CIVIL)
32.02 CONCRETE PARKING STOP (REF. CIVIL)
32.03 CONCRETE CURB RAMP (REF. CIVIL)
32.04 CONCRETE CURB (REF. CIVIL)
32.05 RAISED MLT PLANTER (REF. LAND)
32.06 RAISED ENTRY PORCH (REF. STRUCT / CIVIL)
32.07 GRATE INLET W/ SAWTOOTH CURB (REF. CIVIL)
32.08 DUMPSTER ENCLOSURE WITH GATE (REF. NBU DETAILS ON A100)
32.09 IRON FENCING / IRON GATE (REF. LANDSCAPE)
32.10 ACCESSIBLE PARKING AREA (REF. CIVIL)
32.11 ADA PARKING SIGNAGE. INCLUDE "VIOLATORS SUBJECT TO FINE AND TOWING" PER TAS. (REF. CIVIL)
32.12 PARKING BOLLARD (REF. CIVIL)
32.13 DESIGNATED DROP-OFF / DELIVERY PARKING SIGNAGE (REF. CIVIL)
32.14 PRECAST CONCRETE FENCING (REF. LANDSCAPE)
32.15 BRICK PAVERS AS SPECD. (REF. ARCH / CIVIL)
32.16 1" BEDDING LAYER AS SPECD.
32.17 JOINTING SAND AS SPECD.
32.18 NONWOVEN FILTRATION FABRIC AS SPECD.
32.19 EXISTING IRON FENCING TO REMAIN (REF. LANDSCAPE)

DIVISION 33 UTILITIES
33.01 FIRE HYDRANT (REF. CIVIL)
33.02 REMOTE FDC CONNECTION (REF. CIVIL)

GENERAL NOTES:
1.) WOOD FRAMING DIMENSIONS TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
2.) ALL INTERIOR & EXTERIOR STRUCTURAL BEARING WALLS TO HAVE MINIMUM 1 HOUR FIRE RATING.
3.) MAXIMUM OCCUPANT LOAD SIGNAGE TO BE POSTED AT ALL ASSEMBLY OCCUPANCIES, SUCH AS LOUNGE, MAIL ROOM, FITNESS ACTIVITY ROOM, AND EXTERIOR POOL AREAS.

LEGEND

- CONCRETE FLATWORK (REF. CIVIL)
- PLANTING AREA (REF. LANDSCAPE)
- BRICK PAVERS (REF. ARCH & CIVIL)
- NEW BUILDING AREA
- PROPERTY LINE
- DS DOWN SPOUT

R.O.W. ENCROACHMENT EXHIBIT LEGEND

- CANOPIES
- BALCONIES
- RAISED PLANTER
- RAISED TERRACE / PORCHES
- RAILINGS
- PROPERTY LINE

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Architect's Seal

R.O.W EXHIBIT

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No.	Date	Issue / Revision:
1	Aug 06, 2025	100% Construction Documents
2	Mar 06, 2026	Bid / Permit Issuance
3	Apr 22, 2026	1 Addendum 1
4		
5		

Architect	Timothy Brandon, AIA
Project Manager	Austen Keithly
Drawn By	
Project Number	2420
Issuance / Date	Addendum 1 April 21, 2026

SHEET TITLE
SITE PLAN

SHEET NUMBER
A100

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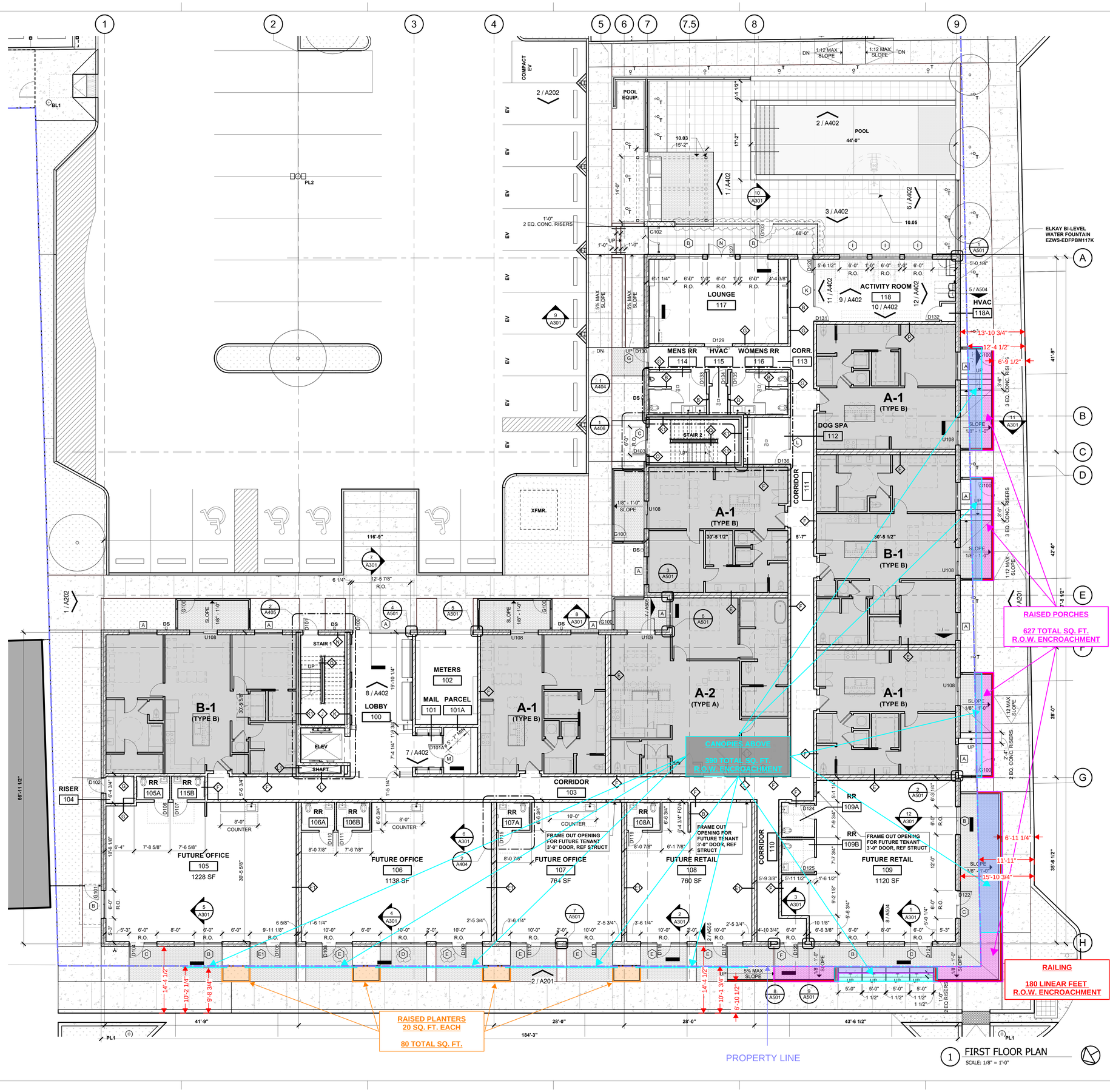

1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

KEYNOTES

DIVISION 02 EXISTING CONDITION
2.01 PROPERTY LINE / SITE
2.02 CONCRETE STAIR
2.03 ABOVE GRADE METAL PLANTER (REF. LANDSCAPE)
2.04 IN GROUND PLANTER (REF. CIVIL / LANDSCAPE)

DIVISION 03 CONCRETE
3.01 CAST IN PLACE CONCRETE (REF. STRUCT. / ARCH.)
3.02 CONCRETE FLOOR FINISH AS SCHEDULED
3.03 PRECAST CONCRETE STAIR TREADS / PLANKS
3.04 BOARD FORM CONCRETE WALL (REF. ARCH)
3.05 CHYPCRETE AS SPEC'D.

DIVISION 04 MASONRY
4.01 MORTAR
4.02 MASONRY WALL TIES
4.03 WEEP
4.04 CONTROL JOINT
4.05 CONCRETE W/ PLASTER FINISH
4.06 MORTAR NET
4.07 BRICK VENEER MASONRY - FIELD
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4.09 GROUT
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4.11 CMU BLOCK WALL W/ PTD CEMENT PLASTER (REF. STRUCT)
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4.13 8" CMU WALL (REF. STRUCT)
4.14 STONE VENEER - FIELD
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4.16 CAST STONE CORNICE
4.17 CAST STONE STRAP ANCHOR PER MANUF. REC.
4.18 CAST STONE HEADER
4.19 CAST STONE SILL
4.20 BRICK VENEER MASONRY - SOLDIER COURSE HEADER
4.21 BRICK VENEER MASONRY - ROWLOCK COURSE SILL
4.22 BRICK VENEER MASONRY - HEADER COURSE SILL / CORNICE
4.23 BRICK VENEER MASONRY - ROWLOCK COURSE
4.24 CAST STONE BUILDING SIGNAGE
4.25 PAINTED BRICK SIGNAGE BAND

DIVISION 05 METALS
5.01 PAINTED STEEL RAILING
5.02 PAINTED STEEL BEAM (REF. STRUCT)
5.03 PAINTED STEEL TUBE (REF. STRUCT)
5.04 PAINTED STEEL COLUMN (REF. STRUCT)
5.05 PAINTED STEEL PURLIN (REF. STRUCT)
5.06 STEEL TUBE (REF. STRUCT.)
5.07 STEEL ANGLE (REF. STRUCT.)
5.08 6" COLD FORMED METAL FRAMING
5.09 PAINTED METAL DECK (REF. STRUCT)
5.10 PAINTED STEEL PIPE (REF. STRUCT)
5.11 PAINTED STEEL FENCING
5.12 PAINTED BREM METAL (COLOR TO MATCH STOREFRONT FRAME)
5.13 PAINTED STEEL BALCONY STRUCTURE
5.14 PAINTED 1 1/2" DIA METAL HANDRAIL
5.15 PAINTED STEEL CHANNEL (REF. STRUCT.)
5.16 PAINTED STEEL GATE
5.17 PAINTED STEEL ANGLE (REF. STRUCT)
5.18 PAINTED FABRICATED METAL FRAME & PANEL SCREEN
5.19 PAINTED METAL CANOPY (REF. STRUCT)
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5.21 PAINTED METAL LATTICE (REF ARCH.)
5.22 PAINTED LOOSE LINTEL (REF. STRUCT)
5.23 3 1/2" METAL STUD
5.24 PAINTED STEEL SHIM PLATE (REF. STRUCT.)
5.25 PAINTED TIE ROD ASSEMBLY (REF. STRUCT.)
5.26 PAINTED STEEL PLATE (REF. STRUCT.)

DIVISION 06 WOOD, PLASTICS AND COMPOSITES
6.01 WOOD SHIM
6.02 WOOD BLOCKING AS REQ'D.
6.03 MILLWORK AS SCHEDULED
6.04 WOOD TRIM
6.05 WOOD NAILER (PRESSURE TREATED @ BALCONIES)
6.06 COMPOSITE WOOD DECK
6.07 HEADER FRAMING, REF. STRUCT.
6.08 WOOD SILL (PRESSURE TREATED @ CONC.) REF. STRUCT.
6.09 SUBFLOOR UNDERLAYMENT AS SPECD.
6.10 WOOD TRUSS, REF. STRUCT.
6.11 WOOD FRAMING, REF. STRUCT.
6.12 PRE-SLOPED WOOD SILL
6.13 WOOD TOP PLATE, REF. STRUCT.
6.14 HIGH IMPACT PLASTIC SETTING SHIM PER MANUF. REC.
6.15 WOOD JOIST, REF. STRUCT.

DIVISION 07 THERMAL AND MOISTURE PROTECTION
7.01 2-COAT STUCCO ON CMU AS SPEC'D., 1" ROUNDOVER AT EDGES
7.02 RIGID INSULATION, AS REQ. @ R-5 / INCH
7.03 EXTERIOR SHEATHING
7.04 FLUID APPLIED AIR BARRIER
7.05 CONT. SEALANT BEHIND WINDOW FLANGE TO FORM BACK DAMAIR SEAL
7.06 FLEXIBLE FLASHING, LAP OVER WINDOW FLANGES AND/OR LINTEL
7.07 STANDING SEAM METAL ROOF SYSTEMS AS SPECIFIED
7.08 PAINTED METAL FLASHING
7.09 METAL COUNTERFLASHING
7.10 MEMBRANE ROOF SYSTEM AS SPECIFIED
7.13 THROUGH-WALL METAL FLASHING
7.14 METAL FASCIA
7.15 SEALANT
7.16 STUCCO CASING BEAD
7.17 BATT INSULATION – MIN. R-21
7.18 METAL TRIM
7.19 PREFINISHED METAL COPING W/ METAL CLEAT
7.20 ACOUSTICAL BATT INSULATION
7.21 SEALANT WITH BACKER ROD
7.22 METAL BAR GRATING
7.23 AIR AND WATER RESISTIVE BARRIER SYSTEM
7.24 3-COAT STUCCO WITH DRAINAGE MAT
7.25 PARAPET FLASHING TO BE TAKEN UP WALL & OVER TOP OF PARAPET
7.26 PREFINISHED SHEET METAL DOWNSPOUT & LEADER BOX
7.27 NOT USED
7.28 FOAM ROD
7.29 HP PROTECTION MAT BY ROOF MANUFACTURER
7.30 DRAINAGE MAT
7.31 PREFINISHED FLASHING SET IN SEALANT
7.32 10 MM SPACER AND CLIP
7.33 PREFINISHED SHEET METAL FASCIA
7.34 METAL PANEL CLEAT
7.35 1" RIGID INSULATION
7.36 STARTER STRIP
7.37 WRAP AIR BARRIER INTO OPENING
7.38 PREFINISHED SILL FLASHING SET IN SEALANT
7.39 STRIP-IN METAL FLASHING
7.40 CONTINUE AIR BARRIER FLASHING BELOW GRADE
7.41 SELF-ADHERED FLASHING LAPPED OVER WALL AIR BARRIER & ROOF
7.42 METAL TERMINATION BAR
7.43 PREFINISHED METAL RETURN
7.44 WEEP SCREED
7.45 COMPRESSIBLE FILLER AT EXPANSION JOINT AS NOTED
7.46 OVERFLOW SCUPPER
7.48 WELDED WIRE MESH
7.49 PROTECTION PAD / SKIM TO PROTECT ROOF MEMBRANE
7.50 TAPE SEALER AND CLOSURE PER MANUF.
7.51 TPO ROOF WALKWAY PAD
7.52 PEDESTRIAN TRAFFIC COATING
7.53 WALL MOUNTED DRAIN: ZURN Z199 DOWNSPOUT W/ S. STL. SCREEN
7.54 WOOD ROOF CANT.

DIVISION 08 OPENINGS
8.01 PTD HOLLOW METAL DOORS AND FRAMES
8.02 SUBBILL
8.03 NOT USED
8.06 KNOX BOX
8.07 PTD GATE WITH STEEL TUBE FRAME & PPSH PANEL WITH LOCK
8.08 FIBERGLASS WINDOW AS INDICATED (REF. A602)
8.09 SILL FLASHING
8.10 OVERHEAD COILING SMOKE CURTAINS FOR ELEVATOR DOORS
8.11 FLUSH SLAB SOLID CORE WOOD DOOR AS SCHEDULED
8.12 ALUMINUM STOREFRONT
8.13 FIBERGLASS CASEMENT WINDOW
8.14 FIBERGLASS MULTI-WIDE CASEMENT WINDOW
8.15 FIBERGLASS DIRECTSET FIXED WINDOW
8.16 FIBERGLASS SLIDING DOOR
8.17 PTD. HOLLOW MTL. FRAME, REINFORCED AS REQ'D.

DIVISION 9 FINISHES
9.01 GYPSUM WALLBOARD (REF. PARTITION TYPES FOR RATING)
9.02 SUSPENDED GYPSUM BOARD CEILING
9.04 SUSPENDED ACOUSTICAL CEILING
9.05 PORCELAIN CERAMIC TILE
9.06 MOSAIC ACCENT TILE
9.07 PAINT AS SCHEDULED
9.08 BASE AS SCHEDULED
9.09 FINISH FLOORING SCHEDULE (REF I.D.)
9.10 ACCENT WALL PANEL
9.11 ACOUSTICAL PANEL UNIT
9.12 ELASTOMERIC COATING SYSTEM
9.13 PTD GYPSUM BOARD LIGHT COVE
9.14 CEMENT PLASTER
9.15 SOUND CONTROL MATTING AS SPEC'D.
9.16 1/2" MTL RESILIENT RC-1 SOUND CHANNEL

DIVISION 10 SPECIALTIES
10.01 STAINLESS STEEL TOILET COMPARTMENTS
10.02 FIRE EXT. CABINET
10.03 PREFABRICATED CANOPY SYSTEM W SOFFIT BY "AVADEK" OR EQUAL
10.04 STAINLESS STEEL COUNTERTOP W/ INTEGRATED GRILL
10.05 PORTABLE ADA POOL LIFT, OPCI.

DIVISION 11 EQUIPMENT
11.01 75" TELEVISION / DISPLAY MONITOR
11.02 LEVEL 2 ELECTRIC VEHICLE CHARGERS (REF. MEP/CIVIL)

DIVISION 12 FURNISHINGS
12.01 ROLLER SHADE
12.02 SIGNAGE
12.03 ADDRESS SIGNAGE
12.04 RAISED 8" ALUMINUM LETTER SIGNAGE
12.05 BENCH SEATING (REF INTERIOR

DIVISION 14 CONVEYING EQUIPMENT
14.01 ELEVATOR AS SPECIFIED

DIVISION 21 FIRE SUPPRESSION
21.01 FIRE DEPARTMENT CONNECTION (FDC)

DIVISION 22 PLUMBING
22.01 GALV. CAP FOR VENT THRU ROOF

DIVISION 23 HVAC
23.01 MECHANICAL EQUIPMENT (REF. MEP)
23.02 MECHANICAL DUCTWORK (REF. MEP)

DIVISION 26 ELECTRICAL
26.01 LIGHTING (REF. ARCH/MEP)
26.02 ELECTRICAL DISCONNECT (REF. MEP)
26.03 CONDUIT STUB UP FOR FUTURE E.V. CHARGING
26.04 ELECTRICAL DEVICE (REF. E3.00)
26.05 TRANSFORMER (REF. MEP / CIVIL)

DIVISION 32 EARTHWORK IMPROVEMENTS
32.01 CONCRETE FLATWORK - BROOM FINISH (REF. CIVIL)
32.02 CONCRETE PARKING STOP (REF. CIVIL)
32.03 CONCRETE CURB RAMP (REF. CIVIL)
32.04 CONCRETE CURB (REF. CIVIL)
32.05 RAISED MTL PLANTER (REF. LAND)
32.06 RAISED ENTRY PORCH (REF. STRUCT / CIVIL)
32.07 GRATE INLET W/ SAWTOOTH CURB (REF. CIVIL)
32.08 DUMPSTER ENCLOSURE (WITH GATE (REF. NBU DETAILS ON A100)
32.09 IRON FENCING / IRON GATE (REF. LANDSCAPE)
32.10 ACCESSIBLE PARKING AREA (REF. CIVIL)
32.11 ADA PARKING SIGNAGE. INCLUDE "VIOLATORS SUBJECT TO FINE AND TOWING" PER TAS. (REF. CIVIL)
32.12 PARKING BOLLARD (REF. CIVIL)
32.13 DESIGNATED DROP-OFF / DELIVERY PARKING SIGNAGE (REF. CIVIL)
32.14 PRECAST CONCRETE FENCING (REF. LANDSCAPE)
32.15 BRICK PAVERS AS SPEC'D. (REF. ARCH / CIVIL)
32.16 1" BEDDING LAYER AS SPEC'D.
32.17 JOINTING SAND AS SPEC'D.
32.18 NONWOVEN FILTRATION FABRIC AS SPEC'D.
32.19 EXISTING IRON FENCING TO REMAIN (REF. LANDSCAPE)

DIVISION 33 UTILITIES
33.01 FIRE HYDRANT (REF. CIVIL)
33.02 REMOTE FDC CONNECTION (REF. CIVIL)

GENERAL NOTES:

1.) WOOD FRAMING DIMENSIONS TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
2.) ALL INTERIOR & EXTERIOR STRUCTURAL BEARING WALLS TO HAVE MINIMUM 1 HOUR FIRE RATING.
3.) MAXIMUM OCCUPANT LOAD SIGNAGE TO BE POSTED AT ALL ASSEMBLY OCCUPANCIES, SUCH AS LOUNGE, MAIL ROOM, FITNESS ACTIVITY ROOM, AND EXTERIOR POOL AREAS.

LEGEND

- CONCRETE FLATWORK (REFERENCE CIVIL / STRUCTURAL)
- PLANTING AREA (REFERENCE LANDSCAPE)
- BRICK PAVERS (REFERENCE ARCHITECTURAL)
- 1-HR RATED PARTITION
- 2-HR RATED PARTITION
- PROPERTY LINE
- DS DOWN SPOUT
- EJ EXPANSION JOINT
- CJ CONTROL JOINT
- FOW FACE OF WALL

R.O.W. ENCROACHMENT EXHIBIT LEGEND

- CANOPIES
- BALCONIES
- RAISED PLANTER
- RAISED TERRACE / PORCHES
- RAILINGS
- PROPERTY LINE

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Architect's Seal

R.O.W EXHIBIT

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No.	Date	Issue / Revision:
1	Aug 06, 2025	100% Construction Documents
2	Mar 06, 2026	Bid / Permit Issuance
3	Apr 22, 2026	1 Addendum 1
4		
5		

Architect	Timothy Brandon, AIA
Project Manager	Austen Keithly
Drawn By	
Project Number	2420
Issuance / Date	Addendum 1 April 21, 2026

SHEET TITLE
FIRST FLOOR PLAN

SHEET NUMBER
A101

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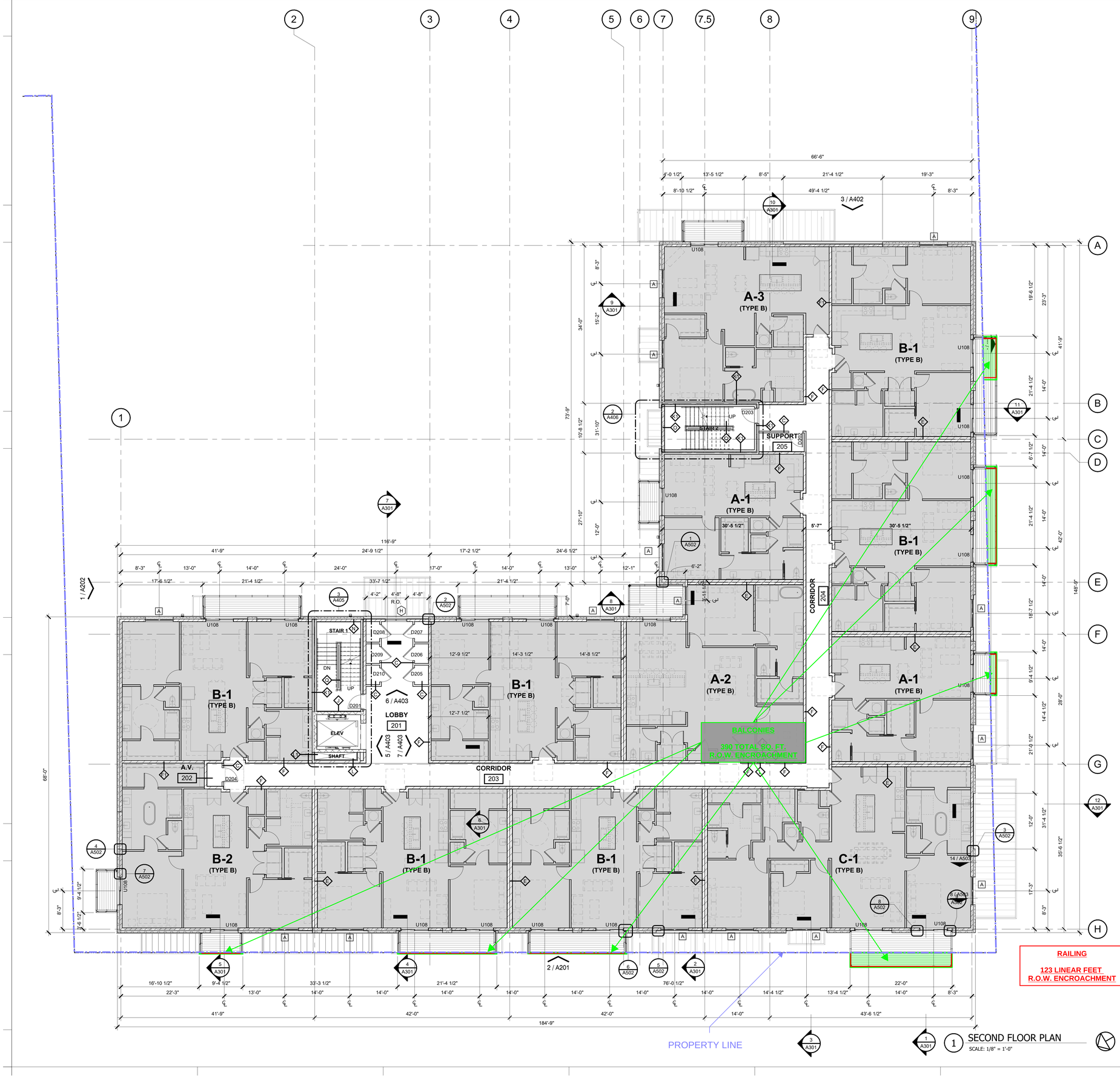

1 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

KEYNOTES

DIVISION 02 EXISTING CONDITION
2.01 PROPERTY LINE / SITE
2.02 CONCRETE STAIR
2.03 ABOVE GRADE METAL PLANTER (REF. LANDSCAPE)
2.04 IN GROUND PLANTER (REF. CIVIL / LANDSCAPE)

DIVISION 03 CONCRETE
3.01 CAST IN PLACE CONCRETE (REF. STRUCT. / ARCH.)
3.02 CONCRETE FLOOR FINISH AS SCHEDULED
3.03 PRECAST CONCRETE STAIR TREADS / PLANKS
3.04 BOARD FORM CONCRETE WALL (REF. ARCH)
3.05 CHPCRETE AS SPECD.

DIVISION 04 MASONRY
4.01 MORTAR
4.02 MASONRY WALL TIES
4.03 WEEP
4.04 CONTROL JOINT
4.05 CONCRETE W/ PLASTER FINISH
4.06 MORTAR NET
4.07 BRICK VENEER MASONRY - FIELD
4.08 BRICK VENEER MASONRY - ACCENT
4.09 GROUT
4.10 12" CMU WALL (REF. STRUCT.)
4.11 CMU BLOCK WALL W/ PTD CEMENT PLASTER (REF. STRUCT)
4.12 CAST STONE COPING
4.13 8" CMU WALL (REF. STRUCT)
4.14 STONE VENEER - FIELD
4.15 STONE VENEER - ACCENT
4.16 CAST STONE CORNICE
4.17 CAST STONE STRAP ANCHOR PER MANUF. REC.
4.18 CAST STONE HEADER
4.19 CAST STONE SILL
4.20 BRICK VENEER MASONRY - SOLDIER COURSE HEADER
4.21 BRICK VENEER MASONRY - ROWLOCK COURSE SILL
4.22 BRICK VENEER MASONRY - HEADER COURSE SILL / CORNICE
4.23 BRICK VENEER MASONRY - ROWLOCK COURSE
4.24 CAST STONE BUILDING SIGNAGE
4.25 PAINTED BRICK SIGNAGE BAND

DIVISION 05 METALS
5.01 PAINTED STEEL RAILING
5.02 PAINTED STEEL BEAM (REF. STRUCT)
5.03 PAINTED STEEL TUBE (REF. STRUCT)
5.04 PAINTED STEEL COLUMN (REF. STRUCT)
5.05 PAINTED STEEL PURLIN (REF. STRUCT)
5.06 STEEL TUBE (REF. STRUCT.)
5.07 STEEL ANGLE (REF. STRUCT)
5.08 6" COLD FORMED METAL FRAMING
5.09 PAINTED METAL DECK (REF. STRUCT)
5.10 PAINTED STEEL PIPE (REF. STRUCT)
5.11 PAINTED STEEL FENCING
5.12 PAINTED BREAK METAL (COLOR TO MATCH STOREFRONT FRAME)
5.13 PAINTED STEEL BALCONY STRUCTURE
5.14 PAINTED 1 1/2" DIA METAL HANDRAIL
5.15 PAINTED STEEL CHANNEL (REF. STRUCT.)
5.16 PAINTED STEEL GATE
5.17 PAINTED STEEL ANGLE (REF. STRUCT)
5.18 PAINTED FABRICATED METAL FRAME & PANEL SCREEN
5.19 PAINTED METAL CANOPY (REF. STRUCT)
5.20 PAINTED METAL STAIRS (REF. STRUCT.)
5.21 PAINTED METAL LATTICE (REF ARCH.)
5.22 PAINTED LOOSE LINTEL (REF. STRUCT)
5.23 3 1/2" METAL STUD
5.24 PAINTED STEEL SHIM PLATE (REF. STRUCT.)
5.25 PAINTED TIE ROD ASSEMBLY (REF. STRUCT.)
5.26 PAINTED STEEL PLATE (REF. STRUCT.)

DIVISION 06 WOOD, PLASTICS AND COMPOSITES
6.01 WOOD SHIM
6.02 WOOD BLOCKING AS REQ'D.
6.03 MILLWORK AS SCHEDULED
6.04 WOOD TRIM
6.05 WOOD NAILER (PRESSURE TREATED @ BALCONIES)
6.06 COMPOSITE WOOD DECK
6.07 HEADER FRAMING, REF. STRUCT.
6.08 WOOD SILL (PRESSURE TREATED @ CONC.) REF. STRUCT.
6.09 SUBFLOOR UNDERLAYMENT AS SPECD.
6.10 WOOD TRUSS, REF. STRUCT.
6.11 WOOD FRAMING, REF. STRUCT.
6.12 PRE-SLOPED WOOD SILL
6.13 WOOD TOP PLATE, REF. STRUCT.
6.14 HIGH IMPACT PLASTIC SETTING SHIM PER MANUF. REC.
6.15 WOOD JOIST, REF. STRUCT.

DIVISION 07 THERMAL AND MOISTURE PROTECTION
7.01 2-COAT STUCCO ON CMU AS SPECD., 1" ROUNDOVER AT EDGES
7.02 RIGID INSULATION, AS REQ. @ R-5 / INCH
7.03 EXTERIOR SHEATHING
7.04 FLUID APPLIED AIR BARRIER
7.05 CONT. SEALANT BEHIND WINDOW FLANGE TO FORM BACK DAMAIR SEAL
7.06 FLEXIBLE FLASHING, LAP OVER WINDOW FLANGES AND/OR LINTEL
7.07 STANDING SEAM METAL ROOF SYSTEMS AS SPECIFIED
7.08 PAINTED METAL FLASHING
7.09 METAL COUNTERFLASHING
7.10 MEMBRANE ROOF SYSTEM AS SPECIFIED
7.13 THROUGH-WALL METAL FLASHING
7.14 METAL FASCIA
7.15 SEALANT
7.16 STUCCO CASING BEAD
7.17 BATT INSULATION – MIN. R-21
7.18 METAL TRIM
7.19 PREFINISHED METAL COPING W/ METAL CLEAT
7.20 ACOUSTICAL BATT INSULATION
7.21 SEALANT WITH BACKER ROD
7.22 METAL BAR GRATING
7.23 AIR AND WATER RESISTIVE BARRIER SYSTEM
7.24 3-COAT STUCCO ON LATH OVER DRAINAGE MAT
7.25 PARAPET FLASHING TO BE TAKEN UP WALL & OVER TOP OF PARAPET
7.26 PREFINISHED SHEET METAL DOWNSPOUT & LEADER BOX
7.27 NOT USED
7.28 FOAM ROD
7.29 HP PROTECTION MAT BY ROOF MANUFACTURER
7.30 DRAINAGE MAT
7.31 PREFINISHED FLASHING SET IN SEALANT
7.32 10 MM SPACER AND CLIP
7.33 PREFINISHED SHEET METAL FASCIA
7.34 METAL PANEL CLEAT
7.35 1" RIGID INSULATION
7.36 STARTER STRIP
7.37 WRAP AIR BARRIER INTO OPENING
7.38 PREFINISHED SILL FLASHING SET IN SEALANT
7.39 STRIP-IN METAL FLASHING
7.40 CONTINUE AIR BARRIER FLASHING BELOW GRADE
7.41 SELF-ADHERED FLASHING LAPPED OVER WALL AIR BARRIER & ROOF
7.42 METAL TERMINATION BAR
7.43 PREFINISHED METAL RETURN
7.44 WEEP SCREED
7.45 COMPRESSIBLE FILLER AT EXPANSION JOINT AS NOTED
7.46 OVERFLOW SCUPPER
7.48 WELDED WIRE MESH
7.49 PROTECTION PAD / SHIM TO PROTECT ROOF MEMBRANE
7.50 TAPE SEALER AND CLOSURE PER MANUF.
7.51 TPO ROOF WALKWAY PAD
7.52 PEDESTRIAN TRAFFIC COATING
7.53 WALL MOUNTED DRAIN: ZURN Z199 DOWNSPOUT W/ S. STL. SCREEN
7.54 WOOD ROOF CANT.

DIVISION 08 OPENINGS
8.01 PTD HOLLOW METAL DOORS AND FRAMES
8.02 SUBSILL
8.03 NOT USED
8.06 KNOX BOX
8.07 PTD GATE WITH STEEL TUBE FRAME & PP01 PANEL WITH LOCK
8.08 FIBERGLASS WINDOW AS INDICATED (REF. A602)
8.09 SILL FLASHING
8.10 OVERHEAD COILING SMOKE CURTAINS FOR ELEVATOR DOORS
8.11 FLUSH SLAB SOLID CORE WOOD DOOR AS SCHEDULED
8.12 ALUMINUM STOREFRONT
8.13 FIBERGLASS CASEMENT WINDOW
8.14 FIBERGLASS MULTI-WIDE CASEMENT WINDOW
8.15 FIBERGLASS DIRECTSET FIXED WINDOW
8.16 FIBERGLASS SLIDING DOOR
8.17 PTD. HOLLOW MTL. FRAME, REINFORCED AS REQ'D.

DIVISION 9 FINISHES
9.01 GYPSUM WALLBOARD (REF. PARTITION TYPES FOR RATING)
9.02 SUSPENDED GYPSUM BOARD CEILING
9.04 SUSPENDED ACOUSTICAL CEILING
9.05 PORCELAIN CERAMIC TILE
9.06 MOSAIC ACCENT TILE
9.07 PAINT AS SCHEDULED
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9.09 FINISH FLOORING SCHEDULE (REF I.D.)
9.10 ACCENT WALL PANEL
9.11 ACOUSTICAL PANEL UNIT
9.12 ELASTOMERIC COATING SYSTEM
9.13 PTD GYPSUM BOARD LIGHT COVE
9.14 CEMENT PLASTER
9.15 SOUND CONTROL MATTING AS SPECD.
9.16 1/2" MTL RESILIENT RC-1 SOUND CHANNEL

DIVISION 10 SPECIALTIES
10.01 STAINLESS STEEL TOILET COMPARTMENTS
10.02 FIRE EXT. CABINET
10.03 PREFABRICATED CANOPY SYSTEM W/ SOFFIT BY "AVADEK" OR EQUAL
10.04 STAINLESS STEEL COUNTERTOP W/ INTEGRATED GRILL
10.05 PORTABLE ADA POOL LIFT, OPCI.

DIVISION 11 EQUIPMENT
11.01 75" TELEVISION / DISPLAY MONITOR
11.02 LEVEL 2 ELECTRIC VEHICLE CHARGERS (REF. MEP/CIVIL)

DIVISION 12 FURNISHINGS
12.01 ROLLER SHADE
12.02 SIGNAGE
12.03 ADDRESS SIGNAGE
12.04 RAISED 8" ALUMINUM LETTER SIGNAGE
12.05 BENCH SEATING (REF INTERIOR

DIVISION 14 CONVEYING EQUIPMENT
14.01 ELEVATOR AS SPECIFIED

DIVISION 21 FIRE SUPPRESSION
21.01 FIRE DEPARTMENT CONNECTION (FDC)

DIVISION 22 PLUMBING
22.01 GALV. CAP FOR VENT THRU ROOF

DIVISION 23 HVAC
23.01 MECHANICAL EQUIPMENT (REF. MEP)
23.02 MECHANICAL DUCTWORK (REF. MEP)

DIVISION 26 ELECTRICAL
26.01 LIGHTING (REF. ARCH/MEP)
26.02 ELECTRICAL DISCONNECT (REF. MEP)
26.03 CONDUIT STUB UP FOR FUTURE E.V. CHARGING
26.04 ELECTRICAL DEVICE (REF. E3.00)
26.05 TRANSFORMER (REF. MEP / CIVIL)

DIVISION 32 EARTHWORK IMPROVEMENTS
32.01 CONCRETE FLATWORK - BROOM FINISH (REF. CIVIL)
32.02 CONCRETE PARKING STOP (REF. CIVIL)
32.03 CONCRETE CURB RAMP (REF. CIVIL)
32.04 CONCRETE CURB (REF. CIVIL)
32.05 RAISED MTL PLANTER (REF. LAND)
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32.11 ADA PARKING SIGNAGE. INCLUDE "VIOLATORS SUBJECT TO FINE AND TOWING" PER TAS. (REF. CIVIL)
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32.14 PRECAST CONCRETE FENCING (REF. LANDSCAPE)
32.15 BRICK PAVERS AS SPECD. (REF. ARCH / CIVIL)
32.16 1" BEDDING LAYER AS SPECD.
32.17 JOINTING SAND AS SPECD.
32.18 NONWOVEN FILTRATION FABRIC AS SPECD.
32.19 EXISTING IRON FENCING TO REMAIN (REF. LANDSCAPE)

DIVISION 33 UTILITIES
33.01 FIRE HYDRANT (REF. CIVIL)
33.02 REMOTE FDC CONNECTION (REF. CIVIL)

GENERAL NOTES:

1.) WOOD FRAMING DIMENSIONS TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
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LEGEND

- CONCRETE FLATWORK (REFERENCE CIVIL / STRUCTURAL)
- PLANTING AREA (REFERENCE LANDSCAPE)
- BRICK PAVERS (REFERENCE ARCHITECTURAL)
- 1-HR RATED PARTITION
- 2-HR RATED PARTITION
- PROPERTY LINE
- DS DOWN SPOUT
- EJ EXPANSION JOINT
- CJ CONTROL JOINT
- FOW FACE OF WALL

R.O.W. ENCROACHMENT EXHIBIT LEGEND

- CANOPIES
- BALCONIES
- RAISED PLANTER
- RAISED TERRACE / PORCHES
- RAILINGS
- PROPERTY LINE

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Architect's Seal

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No.	Date	Issue / Revision:
1	Aug 06, 2025	100% Construction Documents
2	Mar 06, 2026	Bid / Permit Issuance
3	Apr 22, 2026	1 Addendum 1
4		
5		

Architect: Timothy Brandon, AIA
Project Manager: Austen Keithly
Drawn By:
Project Number: 2420
Issuance / Date: Addendum 1 April 21, 2026

SHEET TITLE
SECOND FLOOR PLAN

SHEET NUMBER
A102

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1 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

KEYNOTES

DIVISION 02 EXISTING CONDITION
2.01 PROPERTY LINE / SITE
2.02 CONCRETE STAIR
2.03 ABOVE GRADE METAL PLANTER (REF. LANDSCAPE)
2.04 IN GROUND PLANTER (REF. CIVIL / LANDSCAPE)

DIVISION 03 CONCRETE
3.01 CAST IN PLACE CONCRETE (REF. STRUCT. / ARCH.)
3.02 CONCRETE FLOOR FINISH AS SCHEDULED
3.03 PRECAST CONCRETE STAIR TREADS / PLANKS
3.04 BOARD FORM CONCRETE WALL (REF. ARCH)
3.05 CHPCRETE AS SPECD.

DIVISION 04 MASONRY
4.01 MORTAR
4.02 MASONRY WALL TIES
4.03 WEEP
4.04 CONTROL JOINT
4.05 CONCRETE W/ PLASTER FINISH
4.06 MORTAR NET
4.07 BRICK VENEER MASONRY - FIELD
4.08 BRICK VENEER MASONRY - ACCENT
4.09 GROUT
4.10 12" CMU WALL (REF. STRUCT.)
4.11 CMU BLOCK WALL W/ PTD CEMENT PLASTER (REF. STRUCT)
4.12 CAST STONE COPING
4.13 8" CMU WALL (REF. STRUCT)
4.14 STONE VENEER - FIELD
4.15 STONE VENEER - ACCENT
4.16 CAST STONE CORNICE
4.17 CAST STONE STRAP ANCHOR PER MANUF. REC.
4.18 CAST STONE HEADER
4.19 CAST STONE SILL
4.20 BRICK VENEER MASONRY - SOLDIER COURSE HEADER
4.21 BRICK VENEER MASONRY - ROWLOCK COURSE SILL
4.22 BRICK VENEER MASONRY - HEADER COURSE SILL / CORNICE
4.23 BRICK VENEER MASONRY - ROWLOCK COURSE
4.24 CAST STONE BUILDING SIGNAGE
4.25 PAINTED BRICK SIGNAGE BAND

DIVISION 05 METALS
5.01 PAINTED STEEL RAILING
5.02 PAINTED STEEL BEAM (REF. STRUCT.)
5.03 PAINTED STEEL TUBE (REF. STRUCT.)
5.04 PAINTED STEEL COLUMN (REF. STRUCT.)
5.05 PAINTED STEEL PURLIN (REF. STRUCT.)
5.06 STEEL TUBE (REF. STRUCT.)
5.07 STEEL ANGLE (REF. STRUCT.)
5.08 6" COLD FORMED METAL FRAMING
5.09 PAINTED METAL DECK (REF. STRUCT.)
5.10 PAINTED STEEL PIPE (REF. STRUCT.)
5.11 PAINTED STEEL FENCING
5.12 PAINTED BREAK METAL (COLOR TO MATCH STOREFRONT FRAME)
5.13 PAINTED STEEL BALCONY STRUCTURE
5.14 PAINTED 1 1/2" DIA METAL HANDRAIL
5.15 PAINTED STEEL CHANNEL (REF. STRUCT.)
5.16 PAINTED STEEL GATE
5.17 PAINTED STEEL ANGLE (REF. STRUCT.)
5.18 PAINTED FABRICATED METAL FRAME & PANEL SCREEN
5.19 PAINTED METAL CANOPY (REF. STRUCT.)
5.20 PAINTED METAL STAIRS (REF. STRUCT.)
5.21 PAINTED METAL LATTICE (REF ARCH.)
5.22 PAINTED LOOSE LINTEL (REF. STRUCT.)
5.23 3 1/2" METAL STUD
5.24 PAINTED STEEL SHIM PLATE (REF. STRUCT.)
5.25 PAINTED TIE ROD ASSEMBLY (REF. STRUCT.)
5.26 PAINTED STEEL PLATE (REF. STRUCT.)

DIVISION 06 WOOD, PLASTICS AND COMPOSITES
6.01 WOOD SHIM
6.02 WOOD BLOCKING AS REQ'D.
6.03 MILLWORK AS SCHEDULED
6.04 WOOD TRIM
6.05 WOOD NAILER (PRESSURE TREATED @ BALCONIES)
6.06 COMPOSITE WOOD DECK
6.07 HEADER FRAMING, REF. STRUCT.
6.08 WOOD SILL (PRESSURE TREATED @ CONC.) REF. STRUCT.
6.09 SUBFLOOR UNDERLAYMENT AS SPECD.
6.10 WOOD TRUSS, REF. STRUCT.
6.11 WOOD FRAMING, REF. STRUCT.
6.12 PRE-SLOPED WOOD SILL
6.13 WOOD TOP PLATE, REF. STRUCT.
6.14 HIGH IMPACT PLASTIC SETTING SHIM PER MANUF. REC.
6.15 WOOD JOIST, REF. STRUCT.

DIVISION 07 THERMAL AND MOISTURE PROTECTION
7.01 2-COAT STUCCO ON CMU AS SPECD., 1" ROUNDOVER AT EDGES
7.02 RIGID INSULATION, AS REQ. @ R-5 / INCH
7.03 EXTERIOR SHEATHING
7.04 FLUID APPLIED AIR BARRIER
7.05 CONT. SEALANT BEHIND WINDOW FLANGE TO FORM BACK DAMAIR SEAL
7.06 FLEXIBLE FLASHING, LAP OVER WINDOW FLANGES AND/OR LINTEL
7.07 STANDING SEAM METAL ROOF SYSTEMS AS SPECIFIED
7.08 PAINTED METAL FLASHING
7.09 METAL COUNTERFLASHING
7.10 MEMBRANE ROOF SYSTEM AS SPECIFIED
7.13 THROUGH-WALL METAL FLASHING
7.14 METAL FASCIA
7.15 SEALANT
7.16 STUCCO CASING BEAD
7.17 BATT INSULATION – MIN. R-21
7.18 METAL TRIM
7.19 PREFINISHED METAL COPING W/ METAL CLEAT
7.20 ACOUSTICAL BATT INSULATION
7.21 SEALANT WITH BACKER ROD
7.22 METAL BAR GRATING
7.23 AIR AND WATER RESISTIVE BARRIER SYSTEM
7.24 3-COAT STUCCO ON LATH OVER DRAINAGE MAT
7.25 PARAPET FLASHING TO BE TAKEN UP WALL & OVER TOP OF PARAPET
7.26 PREFINISHED SHEET METAL DOWNSPOUT & LEADER BOX
7.27 NOT USED
7.28 FOAM ROD
7.29 HP PROTECTION MAT BY ROOF MANUFACTURER
7.30 DRAINAGE MAT
7.31 PREFINISHED FLASHING SET IN SEALANT
7.32 10 MM SPACER AND CLIP
7.33 PREFINISHED SHEET METAL FASCIA
7.34 METAL PANEL CLEAT
7.35 1" RIGID INSULATION
7.36 STARTER STRIP
7.37 WRAP AIR BARRIER INTO OPENING
7.38 PREFINISHED SILL FLASHING SET IN SEALANT
7.39 STRIP-IN METAL FLASHING
7.40 CONTINUE AIR BARRIER FLASHING BELOW GRADE
7.41 SELF-ADHERED FLASHING LAPPED OVER WALL AIR BARRIER & ROOF
7.42 METAL TERMINATION BAR
7.43 PREFINISHED METAL RETURN
7.44 WEEP SCREED
7.45 COMPRESSIBLE FILLER AT EXPANSION JOINT AS NOTED
7.46 OVERFLOW SCUPPER
7.48 WELDED WIRE MESH
7.49 PROTECTION PAD / SHIM TO PROTECT ROOF MEMBRANE
7.50 TAPE SEALER AND CLOSURE PER MANUF.
7.51 TPO ROOF WALKWAY PAD
7.52 PEDESTRIAN TRAFFIC COATING
7.53 WALL MOUNTED DRAIN: ZURN Z199 DOWNSPOUT W/ S. STL. SCREEN
7.54 WOOD ROOF CANT.

DIVISION 08 OPENINGS
8.01 PTD HOLLOW METAL DOORS AND FRAMES
8.02 SUBSILL
8.03 NOT USED
8.06 KNOX BOX
8.07 PTD GATE WITH STEEL TUBE FRAME & PPR1 PANEL WITH LOCK
8.08 FIBERGLASS WINDOW AS INDICATED (REF. A602)
8.09 SILL FLASHING
8.10 OVERHEAD COILING SMOKE CURTAINS FOR ELEVATOR DOORS
8.11 FLUSH SLAB SOLID CORE WOOD DOOR AS SCHEDULED
8.12 ALUMINUM STOREFRONT
8.13 FIBERGLASS CASEMENT WINDOW
8.14 FIBERGLASS MULTI-WIDE CASEMENT WINDOW
8.15 FIBERGLASS DIRECTSET FIXED WINDOW
8.16 FIBERGLASS SLIDING DOOR
8.17 PTD. HOLLOW MTL. FRAME, REINFORCED AS REQ'D.

DIVISION 9 FINISHES
9.01 GYPSUM WALLBOARD (REF. PARTITION TYPES FOR RATING)
9.02 SUSPENDED GYPSUM BOARD CEILING
9.04 SUSPENDED ACOUSTICAL CEILING
9.05 PORCELAIN CERAMIC TILE
9.06 MOSAIC ACCENT TILE
9.07 PAINT AS SCHEDULED
9.08 BASE AS SCHEDULED
9.09 FINISH FLOORING SCHEDULE (REF I.D.)
9.10 ACCENT WALL PANEL
9.11 ACOUSTICAL PANEL UNIT
9.12 ELASTOMERIC COATING SYSTEM
9.13 PTD GYPSUM BOARD LIGHT COVE
9.14 CEMENT PLASTER
9.15 SOUND CONTROL MATTING AS SPECD.
9.16 1/2" MTL RESILIENT RC-1 SOUND CHANNEL

DIVISION 10 SPECIALTIES
10.01 STAINLESS STEEL TOILET COMPARTMENTS
10.02 FIRE EXT. CABINET
10.03 PREFABRICATED CANOPY SYSTEM W/ SOFFIT BY "AVADEK" OR EQUAL
10.04 STAINLESS STEEL COUNTERTOP W/ INTEGRATED GRILL
10.05 PORTABLE ADA POOL LIFT, OPCI.

DIVISION 11 EQUIPMENT
11.01 75" TELEVISION / DISPLAY MONITOR
11.02 LEVEL 2 ELECTRIC VEHICLE CHARGERS (REF. MEP/CIVIL)

DIVISION 12 FURNISHINGS
12.01 ROLLER SHADE
12.02 SIGNAGE
12.03 ADDRESS SIGNAGE
12.04 RAISED 8" ALUMINUM LETTER SIGNAGE
12.05 BENCH SEATING (REF INTERIOR

DIVISION 14 CONVEYING EQUIPMENT
14.01 ELEVATOR AS SPECIFIED

DIVISION 21 FIRE SUPPRESSION
21.01 FIRE DEPARTMENT CONNECTION (FDC)

DIVISION 22 PLUMBING
22.01 GALV. CAP FOR VENT THRU ROOF

DIVISION 23 HVAC
23.01 MECHANICAL EQUIPMENT (REF. MEP)
23.02 MECHANICAL DUCTWORK (REF. MEP)

DIVISION 26 ELECTRICAL
26.01 LIGHTING (REF. ARCH/MEP)
26.02 ELECTRICAL DISCONNECT (REF. MEP)
26.03 CONDUIT STUB UP FOR FUTURE E.V. CHARGING
26.04 ELECTRICAL DEVICE (REF. E3.00)
26.05 TRANSFORMER (REF. MEP / CIVIL)

DIVISION 32 EARTHWORK IMPROVEMENTS
32.01 CONCRETE FLATWORK - BROOM FINISH (REF. CIVIL)
32.02 CONCRETE PARKING STOP (REF. CIVIL)
32.03 CONCRETE CURB RAMP (REF. CIVIL)
32.04 CONCRETE CURB (REF. CIVIL)
32.05 RAISED MTL PLANTER (REF. LAND)
32.06 RAISED ENTRY PORCH (REF STRUCT / CIVIL)
32.07 GRATE INLET W/ SAWTOOH CURB (REF. CIVIL)
32.08 DUMPSTER ENCLOSURE WITH GATE (REF. NBU DETAILS ON A100)
32.09 IRON FENCING / IRON GATE (REF. LANDSCAPE)
32.10 ACCESSIBLE PARKING AREA (REF. CIVIL)
32.11 ADA PARKING SIGNAGE. INCLUDE "VIOLATORS SUBJECT TO FINE AND TOWING" PER TAS. (REF. CIVIL)
32.12 PARKING BOLLARD (REF. CIVIL)
32.13 DESIGNATED DROP-OFF / DELIVERY PARKING SIGNAGE (REF. CIVIL)
32.14 PRECAST CONCRETE FENCING (REF. LANDSCAPE)
32.15 BRICK PAVERS AS SPECD. (REF. ARCH / CIVIL)
32.16 1" BEDDING LAYER AS SPECD.
32.17 JOINTING SAND AS SPECD.
32.18 NONWOVEN FILTRATION FABRIC AS SPECD.
32.19 EXISTING IRON FENCING TO REMAIN (REF. LANDSCAPE)

DIVISION 33 UTILITIES
33.01 FIRE HYDRANT (REF. CIVIL)
33.02 REMOTE FDC CONNECTION (REF. CIVIL)

GENERAL NOTES:

1.) WOOD FRAMING DIMENSIONS TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
2.) ALL INTERIOR & EXTERIOR STRUCTURAL BEARING WALLS TO HAVE MINIMUM 1 HOUR FIRE RATING.
3.) MAXIMUM OCCUPANT LOAD SIGNAGE TO BE POSTED AT ALL ASSEMBLY OCCUPANCIES, SUCH AS LOUNGE, MAIL ROOM, FITNESS ACTIVITY ROOM, AND EXTERIOR POOL AREAS.

LEGEND

- CONCRETE FLATWORK (REFERENCE CIVIL / STRUCTURAL)
- PLANTING AREA (REFERENCE LANDSCAPE)
- BRICK PAVERS (REFERENCE ARCHITECTURAL)
- 1-HR RATED PARTITION
- 2-HR RATED PARTITION
- PROPERTY LINE
- DS DOWN SPOUT
- EJ EXPANSION JOINT
- CJ CONTROL JOINT
- FOW FACE OF WALL

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Architect's Seal

R.O.W EXHIBIT

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No.	Date	Issue / Revision:
1	Aug 06, 2025	100% Construction Documents
2	Mar 06, 2026	Bid / Permit Issuance
3	Apr 22, 2026	1 Addendum 1
4		
5		

Architect: Timothy Brandon, AIA
Project Manager: Austen Keithly
Drawn By:
Project Number: 2420
Issuance / Date: Addendum 1 April 21, 2026

SHEET TITLE
THIRD FLOOR PLAN

SHEET NUMBER
A103

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1 FOURTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

KEYNOTES

DIVISION 02 EXISTING CONDITION
2.01 PROPERTY LINE / SITE
2.02 CONCRETE STAIR
2.03 ABOVE GRADE METAL PLANTER (REF. LANDSCAPE)
2.04 IN GROUND PLANTER (REF. CIVIL / LANDSCAPE)

DIVISION 03 CONCRETE
3.01 CAST IN PLACE CONCRETE (REF. STRUCT. / ARCH.)
3.02 CONCRETE FLOOR FINISH AS SCHEDULED
3.03 PRECAST CONCRETE STAIR TREADS / PLANKS
3.04 BOARD FORM CONCRETE WALL (REF. ARCH)
3.05 CHPCRETE AS SPECD.

DIVISION 04 MASONRY
4.01 MORTAR
4.02 MASONRY WALL TIES
4.03 WEEP
4.04 CONTROL JOINT
4.05 CONCRETE W/ PLASTER FINISH
4.06 MORTAR NET
4.07 BRICK VENEER MASONRY - FIELD
4.08 BRICK VENEER MASONRY - ACCENT
4.09 GROUT
4.10 12" CMU WALL (REF. STRUCT.)
4.11 CMU BLOCK WALL W/ PTD CEMENT PLASTER (REF. STRUCT)
4.12 CAST STONE COPING
4.13 8" CMU WALL (REF. STRUCT)
4.14 STONE VENEER - FIELD
4.15 STONE VENEER - ACCENT
4.16 CAST STONE CORNICE
4.17 CAST STONE STRAP ANCHOR PER MANUF. REC.
4.18 CAST STONE HEADER
4.19 CAST STONE SILL
4.20 BRICK VENEER MASONRY - SOLDIER COURSE HEADER
4.21 BRICK VENEER MASONRY - ROWLOCK COURSE SILL
4.22 BRICK VENEER MASONRY - HEADER COURSE SILL / CORNICE
4.23 BRICK VENEER MASONRY - ROWLOCK COURSE
4.24 CAST STONE BUILDING SIGNAGE
4.25 PAINTED BRICK SIGNAGE BAND

DIVISION 05 METALS
5.01 PAINTED STEEL RAILING
5.02 PAINTED STEEL BEAM (REF. STRUCT.)
5.03 PAINTED STEEL TUBE (REF. STRUCT.)
5.04 PAINTED STEEL COLUMN (REF. STRUCT.)
5.05 PAINTED STEEL PURLIN (REF. STRUCT.)
5.06 STEEL TUBE (REF. STRUCT.)
5.07 STEEL ANGLE (REF. STRUCT.)
5.08 6" COLD FORMED METAL FRAMING
5.09 PAINTED METAL DECK (REF. STRUCT.)
5.10 PAINTED STEEL PIPE (REF. STRUCT.)
5.11 PAINTED STEEL FENCING
5.12 PAINTED BREAK METAL (COLOR TO MATCH STOREFRONT FRAME)
5.13 PAINTED STEEL BALCONY STRUCTURE
5.14 PAINTED 1 1/2" DIA METAL HANDRAIL
5.15 PAINTED STEEL CHANNEL (REF. STRUCT.)
5.16 PAINTED STEEL GATE
5.17 PAINTED STEEL ANGLE (REF. STRUCT.)
5.18 PAINTED FABRICATED METAL FRAME & PANEL SCREEN
5.19 PAINTED METAL CANOPY (REF. STRUCT)
5.20 PAINTED METAL STAIRS (REF. STRUCT.)
5.21 PAINTED METAL LATTICE (REF ARCH.)
5.22 PAINTED LOOSE LINTEL (REF. STRUCT)
5.23 3 1/2" METAL STUD
5.24 PAINTED STEEL SHIM PLATE (REF. STRUCT.)
5.25 PAINTED TIE ROD ASSEMBLY (REF. STRUCT.)
5.26 PAINTED STEEL PLATE (REF. STRUCT.)

DIVISION 06 WOOD, PLASTICS AND COMPOSITES
6.01 WOOD SHIM
6.02 WOOD BLOCKING AS REQ'D.
6.03 MILLWORK AS SCHEDULED
6.04 WOOD TRIM
6.05 WOOD NAILER (PRESSURE TREATED @ BALCONIES)
6.06 COMPOSITE WOOD DECK
6.07 HEADER FRAMING, REF. STRUCT.
6.08 WOOD SILL (PRESSURE TREATED @ CONC.) REF. STRUCT.
6.09 SUBFLOOR UNDERLAYMENT AS SPECD.
6.10 WOOD TRUSS, REF. STRUCT.
6.11 WOOD FRAMING, REF. STRUCT.
6.12 PRE-SLOPED WOOD SILL
6.13 WOOD TOP PLATE, REF. STRUCT.
6.14 HIGH IMPACT PLASTIC SETTING SHIM PER MANUF. REC.
6.15 WOOD JOIST, REF. STRUCT.

DIVISION 07 THERMAL AND MOISTURE PROTECTION
7.01 2-COAT STUCCO ON CMU AS SPECD., 1" ROUNDOVER AT EDGES
7.02 RIGID INSULATION, AS REQ. @ R-5 / INCH
7.03 EXTERIOR SHEATHING
7.04 FLUID APPLIED AIR BARRIER
7.05 CONT. SEALANT BEHIND WINDOW FLANGE TO FORM BACK DAMAIR SEAL
7.06 FLEXIBLE FLASHING, LAP OVER WINDOW FLANGES AND/OR LINTEL
7.07 STANDING SEAM METAL ROOF SYSTEMS AS SPECIFIED
7.08 PAINTED METAL FLASHING
7.09 METAL COUNTERFLASHING
7.10 MEMBRANE ROOF SYSTEM AS SPECIFIED
7.13 THROUGH-WALL METAL FLASHING
7.14 METAL FASCIA
7.15 SEALANT
7.16 STUCCO CASING BEAD
7.17 BATT INSULATION – MIN. R-21
7.18 METAL TRIM
7.19 PREFINISHED METAL COPING W/ METAL CLEAT
7.20 ACOUSTICAL BATT INSULATION
7.21 SEALANT WITH BACKER ROD
7.22 METAL BAR GRATING
7.23 AIR AND WATER RESISTIVE BARRIER SYSTEM
7.24 3-COAT STUCCO ON LATH OVER DRAINAGE MAT
7.25 PARAPET FLASHING TO BE TAKEN UP WALL & OVER TOP OF PARAPET
7.26 PREFINISHED SHEET METAL DOWNSPOUT & LEADER BOX
7.27 NOT USED
7.28 FOAM ROD
7.29 HP PROTECTION MAT BY ROOF MANUFACTURER
7.30 DRAINAGE MAT
7.31 PREFINISHED FLASHING SET IN SEALANT
7.32 10 MM SPACER AND CLIP
7.33 PREFINISHED SHEET METAL FASCIA
7.34 METAL PANEL CLEAT
7.35 1" RIGID INSULATION
7.36 STARTER STRIP
7.37 WRAP AIR BARRIER INTO OPENING
7.38 PREFINISHED SILL FLASHING SET IN SEALANT
7.39 STRIP-IN METAL FLASHING
7.40 CONTINUE AIR BARRIER FLASHING BELOW GRADE
7.41 SELF-ADHERED FLASHING LAPPED OVER WALL AIR BARRIER & ROOF
7.42 METAL TERMINATION BAR
7.43 PREFINISHED METAL RETURN
7.44 WEEP SCREED
7.45 COMPRESSIBLE FILLER AT EXPANSION JOINT AS NOTED
7.46 OVERFLOW SCUPPER
7.48 WELDED WIRE MESH
7.49 PROTECTION PAD / SHIM TO PROTECT ROOF MEMBRANE
7.50 TAPE SEALER AND CLOSURE PER MANUF.
7.51 TPO ROOF WALKWAY PAD
7.52 PEDESTRIAN TRAFFIC COATING
7.53 WALL MOUNTED DRAIN: ZURN Z199 DOWNSPOUT W/ S. STL. SCREEN
7.54 WOOD ROOF CANT.

DIVISION 08 OPENINGS
8.01 PTD HOLLOW METAL DOORS AND FRAMES
8.02 SUBRLL
8.03 NOT USED
8.06 KNOX BOX
8.07 PTD GATE WITH STEEL TUBE FRAME & PP01 PANEL WITH LOCK
8.08 FIBERGLASS WINDOW AS INDICATED (REF. A602)
8.09 SILL FLASHING
8.10 OVERHEAD COILING SMOKE CURTAINS FOR ELEVATOR DOORS
8.11 FLUSH SLAB SOLID CORE WOOD DOOR AS SCHEDULED
8.12 ALUMINUM STOREFRONT
8.13 FIBERGLASS CASEMENT WINDOW
8.14 FIBERGLASS MULTI-WIDE CASEMENT WINDOW
8.15 FIBERGLASS DIRECTSET FIXED WINDOW
8.16 FIBERGLASS SLIDING DOOR
8.17 PTD. HOLLOW MTL. FRAME, REINFORCED AS REQ'D.

DIVISION 9 FINISHES
9.01 GYPSUM WALLBOARD (REF. PARTITION TYPES FOR RATING)
9.02 SUSPENDED GYPSUM BOARD CEILING
9.04 SUSPENDED ACOUSTICAL CEILING
9.05 PORCELAIN CERAMIC TILE
9.06 MOSAIC ACCENT TILE
9.07 PAINT AS SCHEDULED
9.08 BASE AS SCHEDULED
9.09 FINISH FLOORING SCHEDULED (REF I.D.)
9.10 ACCENT WALL PANEL
9.11 ACOUSTICAL PANEL UNIT
9.13 ELASTOMERIC COATING SYSTEM
9.13 PTD GYPSUM BOARD LIGHT COVE
9.14 CEMENT PLASTER
9.15 SOUND CONTROL MATTING AS SPECD.
9.16 1/2" MTL RESILIENT RC-1 SOUND CHANNEL

DIVISION 10 SPECIALTIES
10.01 STAINLESS STEEL TOILET COMPARTMENTS
10.02 FIRE EXT. CABINET
10.03 PREFABRICATED CANOPY SYSTEM W/ SOFFIT BY "AVADEK" OR EQUAL
10.04 STAINLESS STEEL COUNTERTOP W/ INTEGRATED GRILL
10.05 PORTABLE ADA POOL LIFT, OPCI.

DIVISION 11 EQUIPMENT
11.01 75" TELEVISION / DISPLAY MONITOR
11.02 LEVEL 2 ELECTRIC VEHICLE CHARGERS (REF. MEP/CIVIL)

DIVISION 12 FURNISHINGS
12.01 ROLLER SHADE
12.02 SIGNAGE
12.03 ADDRESS SIGNAGE
12.04 RAISED 8" ALUMINUM LETTER SIGNAGE
12.05 BENCH SEATING (REF INTERIOR

DIVISION 14 CONVEYING EQUIPMENT
14.01 ELEVATOR AS SPECIFIED

DIVISION 21 FIRE SUPPRESSION
21.01 FIRE DEPARTMENT CONNECTION (FDC)

DIVISION 22 PLUMBING
22.01 GALV. CAP FOR VENT THRU ROOF

DIVISION 23 HVAC
23.01 MECHANICAL EQUIPMENT (REF. MEP)
23.02 MECHANICAL DUCTWORK (REF. MEP)

DIVISION 26 ELECTRICAL
26.01 LIGHTING (REF. ARCH/MEP)
26.02 ELECTRICAL DISCONNECT (REF. MEP)
26.03 CONDUIT STUB UP FOR FUTURE E.V. CHARGING
26.04 ELECTRICAL DEVICE (REF. E3.00)
26.05 TRANSFORMER (REF. MEP / CIVIL)

DIVISION 32 EARTHWORK IMPROVEMENTS
32.01 CONCRETE FLATWORK - BROOM FINISH (REF. CIVIL)
32.02 CONCRETE PARKING STOP (REF. CIVIL)
32.03 CONCRETE CURB RAMP (REF. CIVIL)
32.04 CONCRETE CURB (REF. CIVIL)
32.05 RAISED MTL PLANTER (REF. LAND)
32.06 RAISED ENTRY PORCH (REF. STRUCT / CIVIL)
32.07 GRATE INLET W/ SAWTOOH CURB (REF. CIVIL)
32.08 DUMPSTER ENCLOSURE WITH GATE (REF. NBU DETAILS ON A100)
32.09 IRON FENCING / IRON GATE (REF. LANDSCAPE)
32.10 ACCESSIBLE PARKING AREA (REF. CIVIL)
32.11 ADA PARKING SIGNAGE. INCLUDE "VIOLATORS SUBJECT TO FINE AND TOWING" PER TAS. (REF. CIVIL)
32.12 PARKING BOLLARD (REF. CIVIL)
32.13 DESIGNATED DROP-OFF / DELIVERY PARKING SIGNAGE (REF. CIVIL)
32.14 PRECAST CONCRETE FENCING (REF. LANDSCAPE)
32.15 BRICK PAVERS AS SPECD. (REF. ARCH / CIVIL)
32.16 1" BEDDING LAYER AS SPECD.
32.17 JOINTING SAND AS SPECD.
32.18 NONWOVEN FILTRATION FABRIC AS SPECD.
32.19 EXISTING IRON FENCING TO REMAIN (REF. LANDSCAPE)

DIVISION 33 UTILITIES
33.01 FIRE HYDRANT (REF. CIVIL)
33.02 REMOTE FDC CONNECTION (REF. CIVIL)

GENERAL NOTES:

1.) WOOD FRAMING DIMENSIONS TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
2.) ALL INTERIOR & EXTERIOR STRUCTURAL BEARING WALLS TO HAVE MINIMUM 1 HOUR FIRE RATING.
3.) MAXIMUM OCCUPANT LOAD SIGNAGE TO BE POSTED AT ALL ASSEMBLY OCCUPANCIES, SUCH AS LOUNGE, MAIL ROOM, FITNESS ACTIVITY ROOM, AND EXTERIOR POOL AREAS.

LEGEND

- CONCRETE FLATWORK (REFERENCE CIVIL / STRUCTURAL)
- PLANTING AREA (REFERENCE LANDSCAPE)
- BRICK PAVERS (REFERENCE ARCHITECTURAL)
- 1-HR RATED PARTITION
- 2-HR RATED PARTITION
- PROPERTY LINE
- DS DOWN SPOUT
- EJ EXPANSION JOINT
- CJ CONTROL JOINT
- FOW FACE OF WALL

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THE NEUE CONDOMINIUMS
699 West San Antonio Street,
New Braunfels, TX 78130

Owner
THE NEUE, LLC
392 W. Mill Street
New Braunfels, TX 78130
Contact: Gary Seals
E: gseals@furtherholdings.com

Civil
Colliers Engineering
Contact: Denis Avendano
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Architect of Record
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Architect's Seal

R.O.W EXHIBIT

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No.	Date	Issue / Revision:
1	Aug 06, 2025	100% Construction Documents
2	Mar 06, 2026	Bid / Permit Issuance
3	Apr 22, 2026	1 Addendum 1
4		
5		

Architect: Timothy Brandon, AIA
Project Manager: Austen Keithly
Drawn By:
Project Number: 2420
Issuance / Date: Addendum 1 April 21, 2026

SHEET TITLE
FOURTH FLOOR PLAN

SHEET NUMBER
A104

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Downspout & Gutter Sizing Reports

Project Name: Neue Condos

Rainfall Intensity (in/hr): 10.5
Based on rainfall averages in San Antonio, TEXAS (100 years)

Roof Rainfall Design Area (ft²): 17,314.00
* Area of Largest Roof Serving a Single Gutter System
Dimensions based on design area wizard calculations

Gutter in Lineal Ft: 197
* Length at Largest Roof Serving a Single Gutter System

Gutter Length Serving Single DS (ft.): 40
*Assumption: downspouts are equally spaced
**Maximum gutter length to be served by a downspout is 50ft per SMACNA ASMM

M (depth to width ratio): 0.75

Min. Gutter Width (in.): 10 [Rectangular]

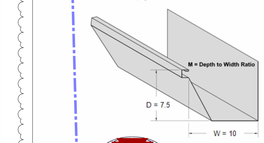
Min. Gutter Depth (in.): 7.5

# of Downspouts: 5

Additional Downspouts: 1
*To reduce size of gutter and downspouts additional downspouts can be added

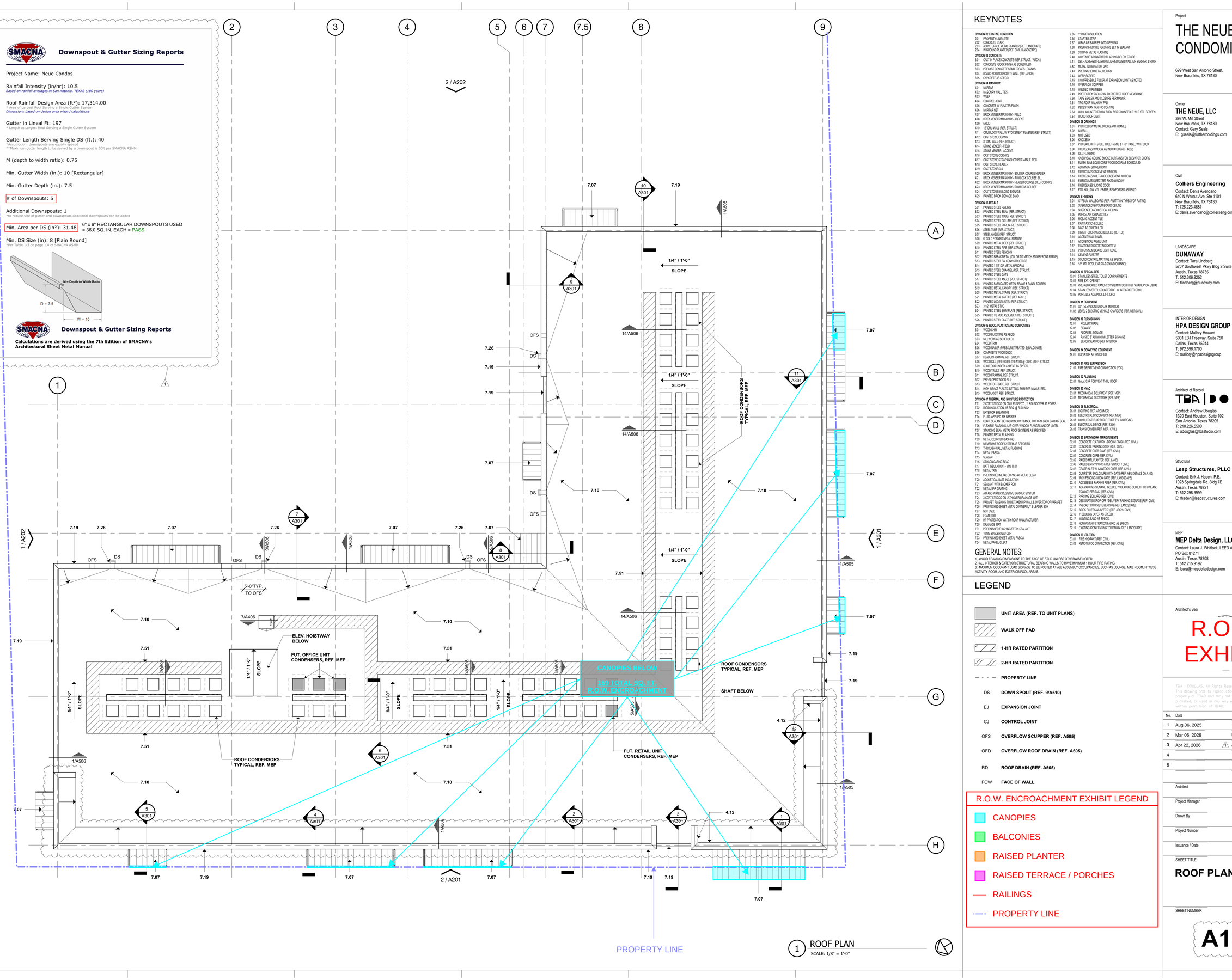
Min. Area per DS (in²): 31.48 — 6" x 6" RECTANGULAR DOWNSPOUTS USED = 36.0 SQ. IN. EACH = PASS

Min. DS Size (in): 8 [Plain Round]
*Per Table 1-3 on page 1-4 of SMACNA ASMM



Downspout & Gutter Sizing Reports

Calculations are derived using the 7th Edition of SMACNA's Architectural Sheet Metal Manual



1 ROOF PLAN
SCALE: 1/8" = 1'-0"

KEYNOTES

DIVISION 00 EXISTING CONDITION
2.01 PROPERTY LINE / SITE
2.02 CONCRETE STAIR
2.03 ABOVE GRADE METAL PLANTER (REF. LANDSCAPE)
2.04 IN GROUND PLANTER (REF. CIVIL / LANDSCAPE)

DIVISION 03 CONCRETE
3.01 CAST IN PLACE CONCRETE (REF. STRUCT. / ARCH.)
3.02 CONCRETE FLOOR FINISH AS SCHEDULED
3.03 PRECAST CONCRETE STAIR TREADS / PLANKS
3.04 BOARD FORM CONCRETE WALL (REF. ARCH)
3.05 CHYCRETE AS SPEC'D.

DIVISION 04 MASONRY
4.01 MORTAR
4.02 MASONRY WALL TIES
4.03 WEEP
4.04 CONTROL JOINT
4.05 CONCRETE W/ PLASTER FINISH
4.06 MORTAR NET
4.07 BRICK VENEER MASONRY - FIELD
4.08 BRICK VENEER MASONRY - ACCENT
4.09 GROUT
4.10 12" CMU WALL (REF. STRUCT.)
4.11 CMU BLOCK WALL W/ PTD CEMENT PLASTER (REF. STRUCT)
4.12 CAST STONE COPING
4.13 8" CMU WALL (REF. STRUCT)
4.14 STONE VENEER - FIELD
4.15 STONE VENEER - ACCENT
4.16 CAST STONE CORNICE
4.17 CAST STONE STRAP ANCHOR PER MANUF. REC.
4.18 CAST STONE HEADER
4.19 CAST STONE SILL
4.20 BRICK VENEER MASONRY - SOLDIER COURSE HEADER
4.21 BRICK VENEER MASONRY - ROWLOCK COURSE SILL
4.22 BRICK VENEER MASONRY - HEADER COURSE SILL / CORNICE
4.23 BRICK VENEER MASONRY - ROWLOCK COURSE
4.24 CAST STONE BUILDING SIGNAGE
4.25 PAINTED BRICK SIGNAGE BAND

DIVISION 05 METALS
5.01 PAINTED STEEL RAILING
5.02 PAINTED STEEL BEAM (REF. STRUCT.)
5.03 PAINTED STEEL TUBE (REF. STRUCT.)
5.04 PAINTED STEEL COLUMN (REF. STRUCT.)
5.05 PAINTED STEEL PURLIN (REF. STRUCT.)
5.06 STEEL TUBE (REF. STRUCT.)
5.07 STEEL ANGLE (REF. STRUCT.)
5.08 6" COLD FORMED METAL FRAMING
5.09 PAINTED METAL DECK (REF. STRUCT.)
5.10 PAINTED STEEL PIPE (REF. STRUCT.)
5.11 PAINTED STEEL FENCING
5.12 PAINTED BREAK METAL (COLOR TO MATCH STOREFRONT FRAME)
5.13 PAINTED STEEL BALCONY STRUCTURE
5.14 PAINTED 1 1/2" DIA METAL HANDRAIL
5.15 PAINTED STEEL CHANNEL (REF. STRUCT.)
5.16 PAINTED STEEL GATE
5.17 PAINTED STEEL ANGLE (REF. STRUCT.)
5.18 PAINTED FABRICATED METAL FRAME & PANEL SCREEN
5.19 PAINTED METAL CANOPY (REF. STRUCT)
5.20 PAINTED METAL STAIRS (REF. STRUCT.)
5.21 PAINTED METAL LATTICE (REF ARCH.)
5.22 PAINTED LOOSE LINTEL (REF. STRUCT)
5.23 3 1/2" METAL STUD
5.24 PAINTED STEEL SHIM PLATE (REF. STRUCT.)
5.25 PAINTED TIE ROD ASSEMBLY (REF. STRUCT.)
5.26 PAINTED STEEL PLATE (REF. STRUCT.)

DIVISION 06 WOOD, PLASTICS AND COMPOSITES
6.01 WOOD SHIM
6.02 WOOD BLOCKING AS REQ'D.
6.03 MILLWORK AS SCHEDULED
6.04 WOOD TRIM
6.05 WOOD NAILER (PRESSURE TREATED @ BALCONIES)
6.06 COMPOSITE WOOD DECK
6.07 HEADER FRAMING, REF. STRUCT.
6.08 WOOD SILL (PRESSURE TREATED @ CONC.) REF. STRUCT.
6.09 SUBFLOOR UNDERLAYMENT AS SPEC'D.
6.10 WOOD TRUSS, REF. STRUCT.
6.11 WOOD FRAMING, REF. STRUCT.
6.12 PRE-SLOPED WOOD SILL
6.13 WOOD TOP PLATE, REF. STRUCT.
6.14 HIGH IMPACT PLASTIC SETTING SHIM PER MANUF. REC.
6.15 WOOD JOIST, REF. STRUCT.

DIVISION 07 THERMAL AND MOISTURE PROTECTION
7.01 2-COAT STUCCO ON CMU AS SPEC'D., 1" ROUNDOVER AT EDGES
7.02 RIGID INSULATION, AS REQ. @ R-5 / INCH
7.03 EXTERIOR SHEATHING
7.04 FLUID APPLIED AIR BARRIER
7.05 CONT. SEALANT BEHIND WINDOW FLANGE TO FORM BACK DAMAIR SEAL
7.06 FLEXIBLE FLASHING, LAP OVER WINDOW FLANGES AND/OR LINTEL
7.07 STANDING SEAM METAL ROOF SYSTEMS AS SPECIFIED
7.08 PAINTED METAL FLASHING
7.09 METAL COUNTERFLASHING
7.10 MEMBRANE ROOF SYSTEM AS SPECIFIED
7.13 THROUGH-WALL METAL FLASHING
7.14 METAL FASCIA
7.15 SEALANT
7.16 STUCCO CASING BEAD
7.17 BATT INSULATION – MIN. R-21
7.18 METAL TRIM
7.19 PREFINISHED METAL COPING W/ METAL CLEAT
7.20 ACOUSTICAL BATT INSULATION
7.21 SEALANT WITH BACKER ROD
7.22 METAL BAR GRATING
7.23 AIR AND WATER RESISTIVE BARRIER SYSTEM
7.24 3-COAT STUCCO ON LATH OVER DRAINAGE MAT
7.25 PARAPET FLASHING TO BE TWO(2)# WALL & OVER TOP OF PARAPET
7.26 PREFINISHED SHEET METAL DOWNSPOUT & LEADER BOX
7.27 NOT USED
7.28 FOAM ROD
7.29 HP PROTECTION MAT BY ROOF MANUFACTURER
7.30 DRAINAGE MAT
7.31 PREFINISHED FLASHING SET IN SEALANT
7.32 10 MM SPACER AND CLIP
7.33 PREFINISHED SHEET METAL FASCIA
7.34 METAL PANEL CLEAT
7.35 1" RIGID INSULATION
7.36 STARTER STRIP
7.37 WRAP AIR BARRIER INTO OPENING
7.38 PREFINISHED SILL FLASHING SET IN SEALANT
7.39 STRIP-IN METAL FLASHING
7.40 CONTINUE AIR BARRIER FLASHING BELOW GRADE
7.41 SELF-ADHERED FLASHING LAPPED OVER WALL AIR BARRIER & ROOF
7.42 METAL TERMINATION BAR
7.43 PREFINISHED METAL RETURN
7.44 WEEP SCREED
7.45 COMPRESSIBLE FILLER AT EXPANSION JOINT AS NOTED
7.46 OVERFLOW SCUPPER
7.48 WELDED WIRE MESH
7.49 PROTECTION PAD / SHIM TO PROTECT ROOF MEMBRANE
7.50 TAPE SEALER AND CLOSURE PER MANUF.
7.51 TPO ROOF WALKWAY PAD
7.52 PEDESTRIAN TRAFFIC COATING
7.53 WALL MOUNTED DRAIN: ZURN Z199 DOWNSPOUT W/ S. STL. SCREEN
7.54 WOOD ROOF CANT.

DIVISION 08 OPENINGS
8.01 PTD HOLLOW METAL DOORS AND FRAMES
8.02 SUBSILL
8.03 NOT USED
8.06 KNOX BOX
8.07 PTD GATE WITH STEEL TUBE FRAME & PPR1 PANEL WITH LOCK
8.08 FIBERGLASS WINDOW AS INDICATED (REF. A602)
8.09 SILL FLASHING
8.10 OVERHEAD COILING SMOKE CURTAINS FOR ELEVATOR DOORS
8.11 FLUSH SLAB SOLID CORE WOOD DOOR AS SCHEDULED
8.12 ALUMINUM STOREFRONT
8.13 FIBERGLASS CASEMENT WINDOW
8.14 FIBERGLASS MULTI-WIDE CASEMENT WINDOW
8.15 FIBERGLASS DIRECTSET FIXED WINDOW
8.16 FIBERGLASS SLIDING DOOR
8.17 PTD. HOLLOW MTL. FRAME, REINFORCED AS RECD.

DIVISION 9 FINISHES
9.01 GYPSUM WALLBOARD (REF. PARTITION TYPES FOR RATING)
9.02 SUSPENDED GYPSUM BOARD CEILING
9.04 SUSPENDED ACOUSTICAL CEILING
9.05 PORCELAIN CERAMIC TILE
9.06 MOSAIC ACCENT TILE
9.07 PAINT AS SCHEDULED
9.08 BASE AS SCHEDULED
9.09 FINISH FLOORING SCHEDULED (REF I.D.)
9.10 ACCENT WALL PANEL
9.11 ACOUSTICAL PANEL UNIT
9.12 ELASTOMERIC COATING SYSTEM
9.13 PTD GYPSUM BOARD LIGHT COVE
9.14 CEMENT PLASTER
9.15 SOUND CONTROL MATTING AS SPEC'D.
9.16 1/2" MTL RESILIENT RC-1 SOUND CHANNEL

DIVISON 10 SPECIALTIES
10.01 STAINLESS STEEL TOILET COMPARTMENTS
10.02 FIRE EXT. CABINET
10.03 PREFABRICATED CANOPY SYSTEM W/ SOFFIT BY "AVADEK" OR EQUAL
10.04 STAINLESS STEEL COUNTERTOP W/ INTEGRATED GRILL
10.05 PORTABLE ADA POOL LIFT, OPCI.

DIVISON 11 EQUIPMENT
11.01 75" TELEVISION / DISPLAY MONITOR
11.02 LEVEL 2 ELECTRIC VEHICLE CHARGERS (REF. MEP/CIVIL)

DIVISON 12 FURNISHINGS
12.01 ROLLER SHADE
12.02 SIGNAGE
12.03 ADDRESS SIGNAGE
12.04 RAISED 8" ALUMINUM LETTER SIGNAGE
12.05 BENCH SEATING (REF INTERIOR

DIVISON 14 CONVEYING EQUIPMENT
14.01 ELEVATOR AS SPECIFIED

DIVISON 21 FIRE SUPPRESSION
21.01 FIRE DEPARTMENT CONNECTION (FDC)

DIVISON 22 PLUMBING
22.01 GALV. CAP FOR VENT THRU ROOF

DIVISON 23 HVAC
23.01 MECHANICAL EQUIPMENT (REF. MEP)
23.02 MECHANICAL DUCTWORK (REF. MEP)

DIVISON 26 ELECTRICAL
26.01 LIGHTING (REF. ARCH/MEP)
26.02 ELECTRICAL DISCONNECT (REF. MEP)
26.03 CONDUIT STUB UP FOR FUTURE E.V. CHARGING
26.04 ELECTRICAL DEVICE (REF. E3.00)
26.05 TRANSFORMER (REF. MEP / CIVIL)

DIVISON 32 EARTHWORK IMPROVEMENTS
32.01 CONCRETE FLATWORK - BROOM FINISH (REF. CIVIL)
32.02 CONCRETE PARKING STOP (REF. CIVIL)
32.03 CONCRETE CURB RAMP (REF. CIVIL)
32.04 CONCRETE CURB (REF. CIVIL)
32.05 RAISED MTL PLANTER (REF. LAND.)
32.06 RAISED ENTRY PORCH (REF STRUCT / CIVIL)
32.07 GRATE INLET W/ SAWTOOTH CURB (REF. CIVIL)
32.08 DUMPSTER ENCLOSURE WITH GATE (REF. NBJ DETAILS ON A100)
32.09 IRON FENCING / IRON GATE (REF. LANDSCAPE)
32.10 ACCESSIBLE PARKING AREA (REF. CIVIL)
32.11 ADA PARKING SIGNAGE, INCLUDE "VIOLATORS SUBJECT TO FINE AND TOWING" PER TAS. (REF. CIVIL)
32.12 PARKING BOLLARD (REF. CIVIL)
32.13 DESIGNATED DROP-OFF / DELIVERY PARKING SIGNAGE (REF. CIVIL)
32.14 PRECAST CONCRETE FENCING (REF. LANDSCAPE)
32.15 BRICK PAVERS AS SPEC'D. (REF. ARCH / CIVIL)
32.16 1" BEDDING LAYER AS SPEC'D.
32.17 JOINTING SAND AS SPEC'D.
32.18 NONWOVEN FILTRATION FABRIC AS SPEC'D.
32.19 EXISTING IRON FENCING TO REMAIN (REF. LANDSCAPE)

DIVISON 33 UTILITIES
33.01 FIRE HYDRANT (REF. CIVIL)
33.02 REMOTE FDC CONNECTION (REF. CIVIL)

GENERAL NOTES:

1.) WOOD FRAMING DIMENSIONS TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
2.) ALL INTERIOR & EXTERIOR STRUCTURAL BEARING WALLS TO HAVE MINIMUM 1 HOUR FIRE RATING.
3.) MAXIMUM OCCUPANT LOAD SIGNAGE TO BE POSTED AT ALL ASSEMBLY OCCUPANCIES, SUCH AS LOUNGE, MAIL ROOM, FITNESS ACTIVITY ROOM, AND EXTERIOR POOL AREAS.

LEGEND

- UNIT AREA (REF. TO UNIT PLANS)
- WALK OFF PAD
- 1-HR RATED PARTITION
- 2-HR RATED PARTITION
- PROPERTY LINE
- DS — DOWN SPOUT (REF. 9/A510)
- EJ — EXPANSION JOINT
- CJ — CONTROL JOINT
- OFS — OVERFLOW SCUPPER (REF. A505)
- OFD — OVERFLOW ROOF DRAIN (REF. A505)
- RD — ROOF DRAIN (REF. A505)
- FOW — FACE OF WALL

R.O.W. ENCROACHMENT EXHIBIT LEGEND

- CANOPIES
- BALCONIES
- RAISED PLANTER
- RAISED TERRACE / PORCHES
- RAILINGS
- PROPERTY LINE

Project
THE NEUE CONDOMINIUMS
699 West San Antonio Street,
New Braunfels, TX 78130

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Architect's Seal

R.O.W EXHIBIT

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4		
5		

Architect	Timothy Brandon, AIA
Project Manager	Austen Keithly
Drawn By	
Project Number	2420
Issuance / Date	Addendum 1 April 21, 2026

SHEET TITLE
ROOF PLAN

SHEET NUMBER
A105
1

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LICENSE AGREEMENT
ENCROACHMENT IN PUBLIC RIGHT-OF-WAY

This License Agreement is entered into on this the _____ day of _____, 2026, by and between The Neue, LLC, ("Licensee"), 699 West San Antonio Street, New Braunfels, Texas 78130 and the City of New Braunfels, Texas, ("Licensor"), acting herein through its duly authorized City Manager, 550 Landa Street, New Braunfels, Texas 78130.

RECITALS

WHEREAS, Licensor is the owner of that certain right of way known as West San Antonio Street in the City of New Braunfels, Comal County, Texas, hereinafter referenced and known as the "Right of Way".

WHEREAS, Licensee has requested to construct the approved encroachments in the Right of Way as depicted on Exhibit "A" which is attached hereto and made a part thereof, hereinafter referred to as the "Encroachment", and

WHEREAS, The City Council of the City of New Braunfels finds this license to serve a valid public purpose, and

WHEREAS, Licensor is agreeable to allowing the Encroachments to be constructed pursuant to the terms and conditions set forth in this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the annual sum of Four Thousand Three Hundred Twenty Dollars ($4,320.00) payable upon the execution of this agreement and then annually on the anniversary date of the agreement, Licensor does hereby grant a license to Licensee for purpose of constructing the Encroachment. The annual fees charged under this agreement shall remain the same for a period of at least two years from the date the license was granted and are subject to change after each subsequent one-year period the license remains in effect.

TERMS

1. Licensee shall prepare plans for Encroachment and said plans must be approved by the City of New Braunfels Building Department, the City Engineer and a Building Permit shall be issued prior to beginning any work;

2. Licensee agrees that it will not enlarge the encroachment area or construct or cause to be constructed or erected any other structure or improvement in the Right of Way, other than the approved Encroachment, without the express, written approval of Licensor;

3. Licensor grants this License solely to the extent of its right, title and interest in the Right of Way without express or implied warranties;

4. The improvements installed by Licensee will not interfere with any established drainage or public access in the Right of Way;

5. Licensor will incur no liability or maintenance obligations from such improvements including, but not limited to, drainage problems due to the improvements;

6. Licensor reserves the right to inspect Encroachment at any time;

7. Licensee shall be responsible for maintenance of Encroachment.

8. The improvements shall be fully constructed by Licensee or their agents and Licensee releases Licensor from all liability associated with such improvements. Licensee agrees to comply with all federal, state and local laws, construction and safety codes, and other regulations in the construction and maintenance of the improvements;

9. Sole ownership of the improvements shall remain with Licensee, their Successors or Assigns unless otherwise agreed to in writing;

10. This Agreement, until is revocation, shall bind each party's successors and assigns. Licensee and its successors and assigns must notify Licensor of any change of Licensee or address to the Licensor within thirty days of any such change.

11. Licensor shall have the right to establish a lien on Licensee's adjoining land as a covenant running with the adjoining land for failure to pay all applicable licensing fees under this agreement.

12. INDEMNIFICATION: In consideration of the permission extended to the Licensee by the CITY OF NEW BRAUNFELS, TEXAS, its officers, agents, employees, servants, successors or assigns, to use the City's Property identified in this agreement for any or all of the purposes listed in this agreement, Licensee does hereby agree to INDEMNIFY, REIMBURSE, DISCHARGE, and RELEASE the CITY OF NEW BRAUNFELS, TEXAS, and its officers, agents, employees, servants, successors, and assigns AND HOLD THEM HARMLESS from and against any and costs, expenses, reasonable attorney fees, claims, suits, losses or liability for injuries including death, to persons and from any other costs, expenses, reasonable attorney fees, claims, suits, losses or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of or in connection with the Licensee's presence or activities on the City's Property identified herein by the Licensee, his agents, employees, servants, successors, assigns, contractors or subcontractors

13. Licensee shall, at its own expense, purchase, maintain and keep in force liability insurance and shall protect Licensee and Licensor from claims which may arise out of or in connection with any operations at the Premises, whether the operations be by the Licensee or by anyone directly or indirectly employed or contracted by the Licensee, guest, invitee, volunteer, agent, or by anyone for whose acts Licensee may be liable. The

minimum amounts of liability insurance required are as follows:

Bodily Injury	
Per Person	$300,000.00
Per Accident	$500,000.00
Property Damage Liability	
Per Accident	$100,000.00
Aggregate	$100,000.00

a. Insurance required by this section shall be written so that the Licensee will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to the action. Certificates of Insurance shall be filed with Licensor's Risk Manager.

b. All insurance required under this section shall be written with the City as an additional insured. In any event, Licensee is fully responsible for all losses arising out of, resulting from or connected with operations under this agreement whether or not the losses are covered by insurance. The City's acceptance of Certificates of Insurance that in any respect do not comply with the City's requirements does not release the Licensee from compliance herewith.

c. All insurance required under this section shall be primary over any other insurance coverage the City may hold.

d. The parties intend that the Licensee maintain liability insurance coverage not less than amounts prescribed in Section 101.023 of the Texas Civil Practice and Remedies Code as it may be amended from time to time. In the event such amounts increase beyond the limits set forth herein, the Licensee shall obtain such increased coverage and provide the City a certificate therefore. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with the Licensee. Failure to maintain such insurance coverage is a breach of this Agreement.

14. This license constitutes the entire agreement between Licensor and Licensee on this subject, and it may be amended only by written instrument executed by both parties.

15. The Licensee shall have thirty (30) days after receiving notice from Licensor to remedy any breach in this agreement. Should Licensee fail to remedy breach within that time period, Licensor may terminate this license immediately and cause Encroachment to be removed from the property immediately.

16. All notices, requests and other communications dealing directly or indirectly with this license shall be in writing and shall be hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

Licensor	Licensee
City of New Braunfels	Parkhaus, LLC
City Manager	Attn. _____
550 Landa Street	_____
New Braunfels, TX 78130	_____

17. This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any legal dispute under this agreement is in the District Court in Comal County, Texas having jurisdiction over the dispute.

LICENSOR
City of New Braunfels

By: _____
Robert Camareno, City Manager

APPROVED AS TO FORM:

_____
_____, City Attorney

LICENSEE
The Neue, LLC

By:_____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF COMAL §

On _____ personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity as _____ of The Neue, LLC.

WITNESS my hand and official seal.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COMAL §

On _____, _____, personally appeared ROBERT CAMARENO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as City Manager of the CITY OF NEW BRAUNFELS, TEXAS.

WITNESS my hand and official seal.

_____
Notary Public, State of Texas

Agenda Item No. G)

PRESENTER:
Bruce Haby, Real Estate Manager, New Braunfels Utilities
Matthew Eckmann, Assistant Director of Public Works

SUBJECT:
Approval of a resolution granting the authority to New Braunfels Utilities to sell a 1.043 acre tract of land located at 156 Texas Avenue, New Braunfels, Texas, 78130, Comal County Property ID No. 151576 and authorizing the New Braunfels Utilities Board of Trustees or designee of such Board to negotiate and execute all necessary documents in connection therewith

DEPARTMENT: New Braunfels Utilities and Public Works

COUNCIL DISTRICTS IMPACTED: District 3

BACKGROUND INFORMATION:
The City is the record title holder of a 1.043 acre tract of land located at 156 Texas Avenue, New Braunfels, Texas, 78130, Comal County Property ID No. 151576. New Braunfels Utilities has held the Property under its operational control and operated a water ground storage tank on the Property since approximately 1959, when the City transferred operations of the water and wastewater systems to New Braunfels Utilities. New Braunfels Utilities has ceased operations of and decommissioned the ground storage tank on the Property.

ISSUE:
New Braunfels Utilities has no further operational use for the property and would like to hire a licensed real estate broker to list the property with a multiple-listing service ("MLS") for at least thirty (30) days and sell the property to the potential buyer who presents the highest cash offer pursuant to Local Government Code, Section 253.014.

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☐Community Well-Being ☒N/A

FISCAL IMPACT:
Proceeds from the sale of this property shall remain with New Braunfels Utilities so there will be no fiscal impact to the City.

RECOMMENDATION:
Staff recommends approval of this resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, GRANTING THE AUTHORITY TO NEW BRAUNFELS UTILITIES TO SELL A 1.043 ACRE TRACT OF LAND LOCATED AT 156 TEXAS AVENUE, NEW BRAUNFELS, TEXAS, 78130, COMAL COUNTY PROPERTY ID NO. 151576 AND AUTHORIZING THE NEW BRAUNFELS UTILITIES BOARD OF TRUSTEES OR DESIGNEE OF SUCH BOARD TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of New Braunfels, Texas (the "City"), is the record title holder of a 1.043 acre tract of land located at 156 Texas Avenue, New Braunfels, Texas, 78130, Comal County Property ID No. 151576, and being more fully described by metes and bounds in the attached Exhibit A (the "Property");

WHEREAS, New Braunfels Utilities has held the Property under its operational control and operated a water ground storage tank on the Property since approximately 1959, when the City transferred operations of the water and wastewater systems to New Braunfels Utilities;

WHEREAS, New Braunfels Utilities has ceased operations of and decommissioned the ground storage tank on the Property;

WHEREAS, New Braunfels Utilities has no further operational use for the Property and would like to hire a licensed real estate broker to list the Property with a multiple-listing service ("MLS") for at least thirty (30) days and sell the Property to the potential buyer who presents the highest cash offer pursuant to Local Government Code, Section 253.014; and

WHEREAS, the City has also concluded it has no use for the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

HEREBY, approves and authorizes New Braunfels Utilities, an agent for the City, to sell the Property and further authorizes the New Braunfels Utilities Board of Trustees or designee of such Board to negotiate and execute all necessary documents to sell the Property.

PASSED, ADOPTED, AND APPROVED this ___ day of _____, 2026.

City of New Braunfels, Texas

_____
Roy Neal Linnartz, Mayor

Attest:

_____
Gayle Wilkinson, City Secretary

Exhibit A

Being a 1.043 acre tract of land situated in the City of New Braunfels, Comal County, Texas and being out of the J.M. Veramendi Survey No. 1, Abstract No. 2, and being that same tract conveyed to the City of New Braunfels by deed recorded in Volume 66, Page 363, Deed Records of Comal County, Texas (D.R.C.C.T.), also being called the City Reservoir Tract, Block 5, according to the plat of Landa Park Heights No. 2, recorded in Volume 71, Page 107, (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod found in the southeast line of Texas Avenue at the west corner of Lot 1, Block 5, Landa Park Heights No. 2, being the north corner of said City Reservoir Tract and this tract.

Thence S 27° 42' 19" E. 150.21 feet (Plat 150') along the southwest line of said Lot 1, being the northeast line of said City Reservoir Tract, to a ½" iron rod with yellow cap (4069) found at the north corner of Lot 8, Block 5, Landa Park Heights No. 2, being the east corner of said City Reservoir Tract and this tract.

Thence S 62° 19' 48" W. 303.04 feet along the northwest line of said Lot 8, being the southeast line of said City Reservoir Tract, to a ½" iron rod in concrete found in the northeast line of Lot 7A, Block 5, Sanctuary at Lakeview, according to plat recorded as Document No. 202406021774, Map and Plat Records of Comal County, Texas (M.P.R.C.C.T.), being the west corner of said Lot 8 and the south corner of said City Reservoir Tract and this tract.

Thence N 27° 29' 04" W. 149.94 feet along the northeast line of said Lot 7A and the northeast line of Lot 7, Block 5, Sanctuary at Lakeview, being the southwest line of said City Reservoir Tract, to a ½" iron rod in concrete found in the southeast line of Texas Avenue, being the north corner of said Lot 7 and the west corner of said City Reservoir Tract and this tract.

Thence N 62° 16' 45" E. 302.47 feet (Plat 303') along the northwest line of said City Reservoir Tract, being the southeast line of Texas Avenue, to the Place of Beginning and containing 1.043 acres (45,436 square feet) of land according to a survey made on the ground.

Comal County Property ID No. 151576

PRESENTER:
Sandy Paulos, Director of Finance

SUBJECT:
Approval of the second and final reading of an ordinance, of the City Council of the City of New Braunfels, Texas, accepting and approving the 2026 Amended and Restated Service and Assessment Plan and updated Assessment Roll for the Solms Landing Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.

BACKGROUND INFORMATION:
The Solms Landing Public Improvement District (PID) was authorized by City Council on January 14, 2019. The property is approximately 97 acres adjacent to the Creekside shopping area. The purpose of the district is to finance certain improvements authorized by Chapter 372 of the Texas Local Government Code (the PID Act), that promote the interests of the City and confer a special benefit on the Assessed Property within the District.

An ordinance that accepted and approved the Service and Assessment Plan for the District was approved by City Council on November 8, 2021. The PID Act and the terms of the Service and Assessment Plan require that the Service and Assessment Plan be updated annually, along with the Assessment Roll.

This Amended and Restated Service and Assessment Plan and Updated Assessment Roll serves to amend and restate the 2021 Service and Assessment Plan, and any and all previously approved Annual Assessment Plan Updates, in its entirety for the purposes of (1) updating the Authorized Improvements (to allow for drainage channels which are needed for road construction and flood prevention); and (2) updating the Improvement Area #1 Assessment Roll for 2026.

This first reading of this item was approved unanimously at the May 26, 2026 Council meeting.

ISSUE:
N/A

FISCAL IMPACT:
There is no direct fiscal impact to the City of New Braunfels associated with the approval of the ordinance referenced above. Administrative costs incurred from administering the PID, along with any debt service related to bonds issued for the PID, will be covered from the assessments levied on the properties within the Solms Landing development.

RECOMMENDATION:

Staff recommends approval of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS ACCEPTING AND APPROVING THE 2026 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND UPDATED ASSESSMENT ROLL FOR THE SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on January 14, 2019, after due notice, the City Council (the "City Council") of the City of New Braunfels (the "City") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act") and on January 14, 2019 made the findings required by Section 372.009(b) of the PID Act and, by a resolution (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Solms Landing Public Improvement District (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, pursuant to the PID Act, the City Council published notice and convened a public hearing on November 8, 2021, regarding the levy of Assessments against benefitted property located in the District and the levy of Assessments against benefitted property located in the District; and

WHEREAS, on November 8, 2021, the City Council, after such notice and public hearing, adopted an ordinance (the "Assessment Ordinance") accepting and approving a service and assessment plan for the District (as updated and amended from time to time, the "2021 Service and Assessment Plan"), approving the Assessment Roll attached thereto as Exhibit F (the "Assessment Roll") and levying the Assessments on the Assessed Property within the District; and

WHEREAS, pursuant to the PID Act and to the terms of the 2021 Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Roll (each an "Annual Service Plan Update"); and

WHEREAS, the 2026 Amended and Restated Service and Assessment Plan and Updated Assessment Roll attached hereto as Exhibit A (the "2026 Amended and Restated SAP") serves to amend and restate the 2021 Service and Assessment Plan, and any and all previously approved Annual Service Plan Updates, in its entirety for the purposes of (1) updating the Authorized Improvements; and (2) updating the Improvement Area #1 Assessment Roll for 2026; and

WHEREAS, the 2026 Amended and Restated SAP serves as the annual update of the Service and Assessment Plan for 2026; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving this 2026 Amended and Restated SAP; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the 2026 Amended and Restated SAP.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. 2026 Amended and Restated Service and Assessment Plan and Updated Assessment Roll.

The 2026 Amended and Restated SAP, attached hereto as Exhibit A, is accepted and approved pursuant to the PID Act. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Roll with the Comal County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the PID Act, the City Secretary is directed to cause a copy of this Ordinance, including the 2026 Amended and Restated SAP, to be filed with the County Clerk of Comal County to be recorded in the real property records of Comal County, not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Amended and Restated SAP.

SECTION 5. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances

shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 9. Effective Date.

This Ordinance shall take effect and be in force immediately from and after its adoption on the last date shown below in accordance with Texas Government Code, Section 1201.028, as amended. This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office.

PASSED AND APPROVED: First reading this the 26th day of May, 2026.

PASSED AND APPROVED: Second reading this the 8th day of June, 2026.

CITY OF NEW BRAUNFELS, TEXAS

_____
Neal Linnartz, Mayor

ATTEST:

_____
Gayle Wilkinson, City Secretary

APPROVED:

_____
Nathan Brown, Senior Assistant City Attorney

Solms Landing
Public Improvement District

AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN
MAY 26, 2026

AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this 2026 A&R Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 A&R Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this 2026 A&R Service and Assessment Plan, or an Exhibit attached to and made a part of this 2026 A&R Service and Assessment Plan for all purposes.

On January 14, 2019, the City Council passed and approved Resolution No. 2019-R09 authorizing the creation of the Solms Landing Public Improvement District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit J-1** and as depicted by the map on **Exhibit A-1**.

On April 12, 2021, the City Council approved Resolution No. 2021-R14 approving the Amended & Restated Petition for The Creation of a Public Improvement District to Finance Improvements to Solms Landing Development.

On November 8, 2021, the City Council approved Ordinance No. 21-1177 which approved the 2021 Service and Assessment Plan for the District and levied Improvement Area #1 Assessments to finance the Improvement Area #1 Authorized Improvements to be constructed for the benefit of certain Assessed Property within the District.

On August 22, 2022, the City Council approved Ordinance No. 2022-56 which approved the 2022 Annual Service Plan Update. The 2022 Annual Service Plan Update updated the Improvement Area #1 Assessment Roll for 2022.

On August 28, 2023, the City Council approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 2023-59 which updated the Improvement Area #1 Assessment Roll for 2023.

On August 15, 2024, the City Council approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 2024-61 which updated the Improvement Area #1 Assessment Roll for 2024.

On August 11, 2025, the City Council approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 2025-49 which updated the Improvement Area #1 Assessment Roll for 2025.

This 2026 A&R Service and Assessment Plan serves to amend and restate the 2021 Service and Assessment Plan, and any and all previously approved Annual Service Plan Updates, in its entirety for the purposes of (1) updating the Authorized Improvements; and (2) updating the Improvement Area #1 Assessment Roll for 2026.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**.

SECTION I: DEFINITIONS

"2021 Assessment Ordinance" means the Assessment Ordinance No. 21-1177 approved and adopted by the City Council on November 8, 2021, which levied the Improvement Area #1 Assessment against the Improvement Area #1 Assessed Property and approved the 2021 Service and Assessment Plan.

"2021 Service and Assessment Plan" means the Solms Landing Public Improvement District Service and Assessment Plan that was approved by the City Council on November 8, 2021.

"2026 A&R Service and Assessment Plan" means this Solms Landing Public Improvement District 2026 Amended and Restated Service and Assessment Plan as updated, amended, and supplemented from time to time, which replaces, in its entirety, the 2021 Service and Assessment Plan.

"Actual Costs" means, with respect to the Authorized Improvements, (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, and miscellaneous expenses.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means an interest charged on the Assessments not to exceed 0.50% of the actual interest rate charged on PID Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2026 A&R Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the creation and operation of the District, and the construction, operation, and maintenance of the

Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2026 A&R Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Annual Service Plan Update" means an update to the 2026 A&R Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District against which an Assessment is levied.

"Assessment" means an assessment levied against a Parcel and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means any ordinance adopted by the City Council in accordance with the Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V.**

"Assessment Roll" means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**.

"Authorized Improvements" mean improvements authorized by Section 372.003 of the Act as more specifically described in **Section III** and depicted on **Exhibit G-1**, **Exhibit G-2**, and **Exhibit G-3**.

"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

"City" means the City of New Braunfels, Texas.

"City Owned Improvements" mean improvements that have already been dedicated to the City. These improvements are not eligible for repayment with PID Bonds.

"City Council" means the governing body of the City.

"County" means Comal County, Texas.

"Delinquent Collection Costs" mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this SAP, including costs and expenses to foreclose liens.

"District" means the approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit J-1** and as depicted by the map on **Exhibit A-1**.

"District Formation Expenses" means the costs associated with forming the District, including but not limited to 1st year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

"Improvement Area" means specifically defined and designated portions of the District that are developed in phases, including Improvement Area #1.

"Improvement Area #1" means approximately 59.26 acres located within the District, as shown on **Exhibit A-2** and more specifically described in **Exhibit J-2**.

"Improvement Area #1 Annual Installment" means the annual installment payment on the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the Act.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for Improvement Area #1 attached as **Exhibit F-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Improvement Area #1 Bonds" mean those certain "City of New Braunfels, Texas, Assessment Revenue Bonds, Series 2022 (Solms Landing Public Improvement District Improvement Area #1 Project)", that are secured by Improvement Area #1 Assessments.

"Improvement Area #1 Improvements" mean Improvement Area #1's allocable share of the Authorized Improvements.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and the Trustee setting forth terms and conditions related to the PID Bonds.

"Lot" means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or preliminary plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed and

approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator and confirmed and approved by the City Council.

"Lot Type Condo" means a Lot designated as a single-family condominium residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Dog Park Cantina" means a Lot designated as a dog park cantina lot by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Live Work" means a Lot designated as a mixed-use residential and commercial lot by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Market" means a Lot designated as a commercial lot anticipated to be developed into market space by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Multi-Family" means a Lot designated as a multi-family residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Music Venue" means a Lot designated as a commercial lot anticipated to be developed into a music venue by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Office" means a Lot designated as a commercial lot anticipated to be developed into office space by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Senior Housing" means a Lot designated as an independent senior living residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Single Family" means a Lot designated as a single-family residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

"Lot Type Townhome" means a Lot designated as a single-family townhome residential lot by the Owner, as shown on the map attached as **Exhibit A-3**.

"Maximum Assessment" means, for each Lot Type within the District, an amount that will not exceed the amounts shown on **Exhibit E**. In the event any final plat creates a new Lot Type that differs from what is shown on **Exhibit E**, this 2026 A&R Service and Assessment Plan will be updated to reflect the new Lot Type, and the Maximum Assessment for the new Lot Type created by the final plat shall be an amount that results in the average Annual Installment not to exceed $0.50 per $100 of estimated buildout value calculated per **Section VI** to such new Lot Type. The Maximum Assessment shall only be calculated upon the filing of a final plat with the County.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized improvements as determined by the City Council.

"Notice of Assessment Termination" means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit H**.

"Owner" means Solms Landing Development, LLC a Texas limited liability company and its successors and assigns.

"Parcel(s)" means a property, within the boundaries of the District, identified by either a tax map identification number assigned by the Comal Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means as determined by the City Council.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" mean bonds issued by the City that are secured by Assessments levied on Assessed Property within the District, including, but not limited to, the Improvement Area #1 Bonds.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of Assessment are not to be considered a Prepayment, but rather are to be treated as a payment of the regularly scheduled Assessment.

"Prepayment Costs" mean interest, including Additional Interest, and Annual Collection Costs incurred up to the date of Prepayment.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 97.97 acres within the corporate limits of the City, as described legally by metes and bounds on **Exhibit J-1** and as depicted by the map on **Exhibit A-1**.

Improvement Area #1 includes approximately 59.26 acres as more particularly described by metes and bounds on **Exhibit J-2** and depicted on **Exhibit A-2.** Development of Improvement Area #1 is anticipated to contain 305 multi-family living units, 117 townhomes, 60 single-family homes, 200 senior living units, 75,000 square feet of office, 40,000 square feet of music venue, 15,000 square feet of market, 95 condos and 50 live work units and a 1.5 acre dog park cantina.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements has or will be designed and constructed in accordance with City standards and is or will be owned and operated by the City once accepted unless specifically stated below. The budget for the Authorized Improvements, as well as the allocation of the Actual Costs of the Authorized Improvements, is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

- *Streets*

  Improvements including subgrade stabilization (including soil treatment and compaction), concrete and reinforcing steel for roadways, asphalt roadways, testing, handicapped ramps, streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting, other materials or work that would be necessary to complete a project, and re-vegetation of all disturbed areas within the right-of-way are included.

- *Drainage*

  Improvements including earthen channels, gabion baskets, rock walls, storm drains, swales, curb and drop inlets, piping and boxes, headwalls, detention facilities, concrete flumes, rock rip rap, concrete outfalls, drainage channels, and testing as well as all related earthwork, excavation, and erosion control and all other necessary appurtenances to provide storm drainage for Improvement Area #1.

- *Water*

  Improvements including trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, excavation, low impact design features, and erosion control and all other necessary appurtenances required to provide water service to Improvement Area #1.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, piping, manholes, lift station improvements and modifications, force mains, service connections, testing, related earthwork, excavation, and erosion control and all other necessary appurtenances required to provide wastewater service to Improvement Area #1.

- *Landscaping, Parks and Trails*

  Improvements consist of installation of landscaping, including irrigation, in public open spaces, entryway monuments and signs, establishment and improvement of lakes, parks, open space, fitness stations and trails.

- *City Dedicated ROW*

  The Owner dedicated the right of way shown on **Exhibit G-2** to the City. The right of way is a City Owned Improvement and is not eligible to be reimbursed.

- *District Formation Expenses*
  Costs associated with forming the District, including but not limited to 1st year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

- *Soft Costs*
  Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, jurisdictional permitting, engineering, soil testing, surveying, construction management, testing, and costs and expenses directly associated with forming the District.

B. Bond Issuance Costs

- *Debt Service Reserve Fund*
  Equals the amount required to fund a reserve under the Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*
  Equals the amount of capitalized interest available for payment of interest on PID Bonds as reflected in the Indenture.

- *Underwriter's Discount*
  Equals a percentage of the par amount of a particular series of PID Bonds and includes a fee for underwriter's counsel.

- *Cost of Issuance*
  Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

SECTION IV: SERVICE PLAN

The Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in each Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City to apportion the Actual Costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 A&R Service and Assessment Plan describes the special benefit received by each Assessed Property within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Assessed Property for such Authorized Improvements.

The determination by the City of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs of the Improvement Area #1 Improvements shall be allocated 100% to the Improvement Area #1 Assessed Property. Upon subdivision of the Improvement Area #1 Assessed Property, the Actual Costs of the Improvement Area #1 Improvements shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

B. Assessments

By the approval of the 2021 Assessment Ordinance, Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property, and outstanding in the amount shown in the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- Improvement Area #1
  1. The costs of the Authorized Improvements equal $9,376,656 as shown on **Exhibit B**; and
  2. The Improvement Area #1 Assessed Property receives special benefit equal to or greater than the Improvement Area #1 Improvements; and
  3. By the approval of the 2021 Assessment Ordinance, the Improvement Area #1 Assessed Property were allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Improvements, which equaled $8,828,000, of which $8,163,000 remains outstanding, as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F-1;** and
  4. The special benefit (≥ $9,376,656) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Improvements is equal to the amount of

Improvement Area #1 Assessments ($8,828,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Improvements; and

5. At the time the City Council approved the 2021 Assessment Ordinance, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that the Improvement Area #1 Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2021 Service and Assessment Plan and the 2021 Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property may exceed the interest rate on the Improvement Area #1 Bonds by the Additional Interest Rate. Interest at the rate of the Improvement Area #1 Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on buildout value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the estimated average buildout value of all newly subdivided Lots with the same Lot Type
D = the sum of the estimated average buildout value for all the newly subdivided Lots excluding Non-Benefitted Property
E= the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section

shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

The Assessment for any resulting Lot will not exceed the Maximum Assessment, shown on **Exhibit E** for the applicable Lot Type, and compliance may require a mandatory prepayment of Assessments pursuant to **Section VI.B**.

B. True-up of Assessments if Maximum Assessment Exceeded

Upon submission of a preliminary plat and/or site plan by the Owner to the City, the Owner shall provide the City the gross building square footage and use type for land included in the preliminary plat and/or site plan for each Lot anticipated to be created by the preliminary plat and/or site plan considering factors that may impact value. The Administrator will review the preliminary plat and/or site plan to determine if such plat and/or site plan will or will not result in the Improvement Area #1 Assessment per Lot for any Lot Type within the preliminary plat and/or site plan exceeding the Maximum Assessment. If the Administrator determines the preliminary plat and/or site plan results in an Improvement Area #1 Assessment per Lot for any Lot Type exceeding the Maximum Assessment, prior to the City issuing any building permit for any such Lot described in the reviewed preliminary plat or site plan, the Owner will make a Prepayment in an amount sufficient to reduce the Improvement Area #1 Assessment for each Lot within such preliminary plat and/or site plan to the Maximum Assessment (defined as "Improvement Area #1 True-Up"). The City's approval of an Annual Service Plan Update, a preliminary plat, or a site plan without payment of such Prepayment amounts does not eliminate the obligation of the Owner to pay such amounts.

The total Estimated Buildout Value for Improvement Area #1 as shown in **Exhibit E** of this 2026 A&R Service and Assessment Plan, will not change, and the Estimated Buildout Value per Unit/Square Foot will not change for the purposes of the Improvement Area #1 True-Up.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments, the owner transferring the Assessed Property shall pay to the City or the Administrator on behalf of the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become

Non-Benefitted Property, the owner causing the change in status shall pay the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the Assessments shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Interest costs from the date of prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is pre-paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached as **Exhibit H**.

If an Assessment is pre-paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the Prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as

a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2026 A&R Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on

the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

G. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the projected Annual Installments for Improvement Area #1. In no case will the Assessment for any Lot Type exceed the Maximum Assessment. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated pro rata among Assessed Properties for which the Assessments remain unpaid in proportion to the amount of the Annual Installments for the Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the PID Bonds shall be due when billed and shall be delinquent if not paid prior to February 1, 2022. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of an Assessed Property claims that an error has been made in any calculation required by this 2026 A&R Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the sole and exclusive remedy of the owner of Assessed Property shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after adjourning such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2026 A&R Service and Assessment Plan, the applicable Assessment Ordinance, or the applicable Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2026 A&R Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 A&R Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 A&R Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 A&R Service and Assessment Plan; (2) administer the District for and on behalf of and at the

direction of the City Council; and (3) interpret the provisions of this 2026 A&R Service and Assessment Plan. Interpretations of this 2026 A&R Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after providing an opportunity for all interested parties to be heard at a public meeting of the City Council. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Form of Buyer Disclosure; Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2026 A&R Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this 2026 A&R Service and Assessment Plan (October Update), or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2026 A&R Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2026 A&R Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL INFORMATION

A. Parcel Subdivision

Improvement Area #1

The following plats and horizontal condo regimes have been recorded within Improvement Area #1:

- The Final Plat of Solms Landing, Unit 1A was filed and recorded with the County on September 15, 2020, and consists of 60 Lots classified as Lot Type Single Family and 4 Lots classified as Non-Benefited Property.
- The Final Plat of Solms Landing, Collector Phase 1 was filed and recorded with the County on July 16, 2021, and consists entirely of Non-Benefited Property.

- The Final Plat of Solms Landing, Unit 1B was filed and recorded with the County on January 13, 2022, and consists of 1 Lot anticipated to be developed into 117 Lots classified as Lot Type Townhome**.**

- The Final Plat of Solms Landing Collector Phase 1A was filed and recorded with the County on April 4, 2022, and consists entirely of Non-Benefited Property**.**

- The Declaration of Condominium Regime for Solms Landing Condominiums was filed and recorded with the County on June 24, 2022, and created 37 Parcels classified as Lot Type Townhome.

- The Final Plat of Solms Senior Living was filed and recorded with the County on January 25, 2023, and consists of 1 Lot anticipated to developed into 200 Lots classified as Lot Type Senior Housing.

- The Final Plat of Solms Landing Subdivision Unit 1C was filed and recorded with the County on January 25, 2023 and consists of 4 Lots anticipated to developed into 95 Lots classified as Lot Type Condos, 1 Lot Type Dog Park Cantina, 15,000 square feet of Lot Type Market, 75,000 square feet of Lot Type Office and 40,000 square feet of Lot Type Music Venue.

- The Final Plat of Solms Landing, Tract 49 was filed and recorded with the County on January 26, 2023, and consists of 1 Lot anticipated to developed into 305 Lots classified as Lot Type Multi-Family and 50 Lots classified as Lot Type Live Work.

- The First Amendment to Declaration of Condominium Regime for Solms Landing Condominiums was filed and recorded with the County on June 26, 2023, and created a total of 117 Parcels classified as Lot Type Townhome, including the Parcels already created by the Declaration of Condominium Regime for Solms Landing Condominiums.

See the completed Lot Type classification summary within Improvement Area #1 below:

Lot Type	Total
Improvement Area #1	
Unit Count	
Multi-Family	305
Townhomes	117
Single Family	60
Senior Housing	200
Condos	95
Dog Park Cantina	1
Total	**778**
SqFt Count	
Office	75,000
Music Venue	40,000
Market	15,000
Live Work	50
Total	**130,050**

See **Exhibit A-3** for the Lot Type classification map.

B. Lot and Home Sales

Improvement Area #1

Per the Developer, as of September 30, 2025, the lot ownership composition is provided below:

Lot Type	Developer Owned	Homebuilder Owned	End-User Owned	Total
Improvement Area #1				
Unit Count				
Multi-Family	305	0	0	**305**
Townhomes	0	90	27	**117**
Single Family	0	36	24	**60**
Senior Housing	200	0	0	**200**
Condos	95	0	0	**95**
Dog Park Cantina	1	0	0	**1**
Total	**601**	**126**	**51**	**778**
SqFt Count				
Office	75,000	0	0	**75,000**
Music Venue	40,000	0	0	**40,000**
Market	15,000	0	0	**15,000**
Live Work	50	0	0	**50**
Total	**130,050**	**0**	**0**	**130,050**

See **Appendix B** for the buyer disclosures.

C. Outstanding Assessment

Improvement Area #1

Net of the Annual Installment due January 31, 2026, Improvement Area #1 has an outstanding Assessment of $8,163,000.00.

D. Annual Installment Due 1/31/2027

Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Improvement Area #1 Annual Installment due January 31, 2027, is $557,882.50.

- ***Additional Interest*** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to $448,965.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Improvement Area #1 Assessments, resulting in an Additional Interest amount due of $40,815.00.

- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs due January 31, 2027, budgeted for the Annual Installment is $40,388.46.

Improvement Area #1	
Due January 31, 2027	
Principal	$ 182,000.00
Interest	375,882.50
	$ 557,882.50
Additional Interest	$ 40,815.00
Annual Collection Costs	$ 40,388.46
Total Annual Installment	**$ 639,085.96**

See below for a table showing the breakdown of the Annual Collection Costs for the Annual Installments due 1/31/2027.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	$ 32,472.96
City Auditor	2,500.00
Filing Fees	1,000.00
PID Trustee Fees	3,500.00
P3 Works Dev/Issuer CDA Review	2,300.00
Collection Costs Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(12,884.50)
Arbitrage Calculation	1,500.00
Total Annual Collection Costs	**$ 40,388.46**

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 A&R Service and Assessment Plan for all purposes:

Exhibit A-1	District Boundary Map
Exhibit A-2	Improvement Area #1 Boundary Map
Exhibit A-3	Lot Type Classification Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Map of Authorized Improvements
Exhibit G-2	Map of City Dedicated ROW
Exhibit G-3	Map of Additional Authorized Improvements
Exhibit H	Notice of PID Assessment Termination
Exhibit I	Improvement Area #1 Bonds Debt Service Schedule
Exhibit J-1	District Legal Description
Exhibit J-2	Improvement Area #1 Legal Description

APPENDICES

The following Appendices are attached to and made a part of this 2026 A&R Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

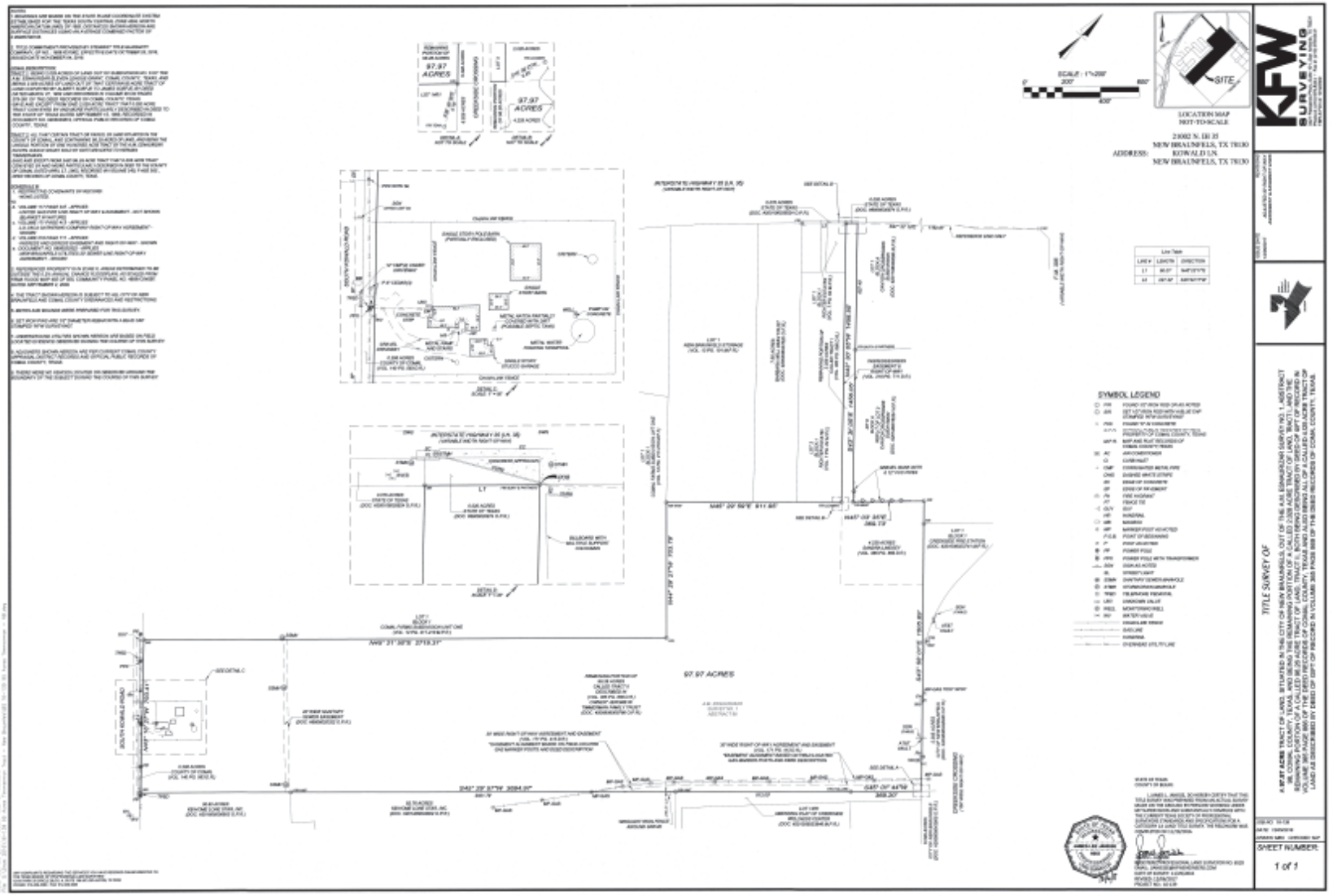

EXHIBIT A-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

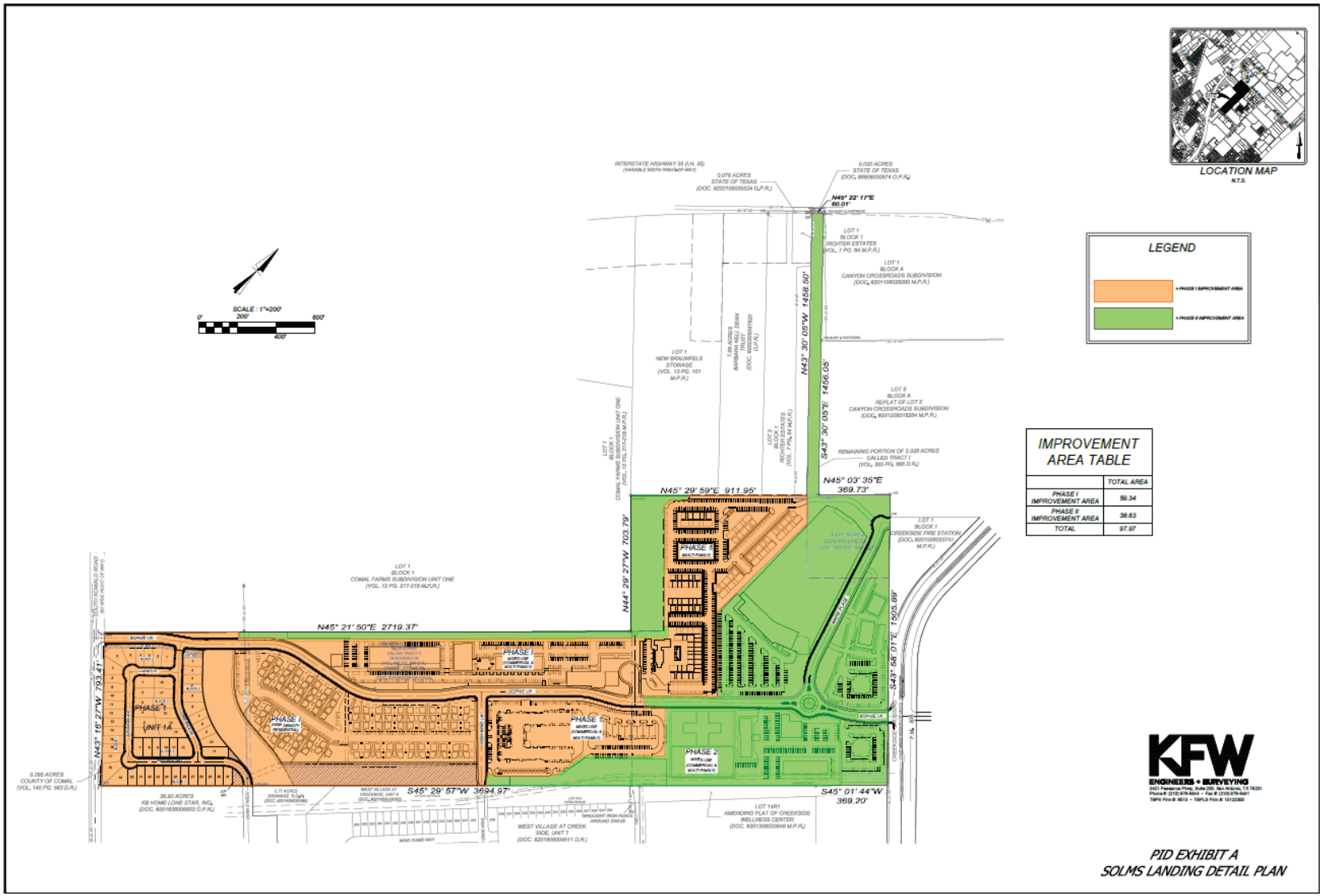

EXHIBIT A-3 – LOT TYPE CLASSIFICATION MAP

EXHIBIT B – PROJECT COSTS

	Total Costs [a] (1)	Change in Costs [b] (2)	Updated Budget (3) = (1) + (2)	City Owned Improvements [a]	Improvement Area #1 [a]
Improvement Area #1 Improvements					
Streets	$ 3,568,974	$ -	$ 3,568,974	$ 804,399	$ 2,764,575
Drainage	1,855,248	548,656	2,403,904	68,279	2,335,625
Water	476,899	-	476,899	162,250	314,649
Sanitary Sewer	325,050	-	325,050	179,920	145,130
Landscaping, Parks and Trails	645,181	-	645,181	-	645,181
City Dedicated ROW	556,122	-	556,122	556,122	-
District Formation Expenses [c]	264,086	-	264,086	-	264,086
Soft Costs [d]	1,567,932	-	1,567,932	226,185	1,341,747
	$ 9,259,492	**$ 548,656**	**$ 9,808,148**	**$ 1,997,155**	**$ 7,810,993**
Bond Issuance Costs					
Debt Service Reserve Fund	$ 568,793	$ -	$ 568,793	$ -	$ 568,793
Capitalized Interest	284,436	-	284,436	-	284,436
Underwriter Discount	264,840	-	264,840	-	264,840
Cost of Issuance	447,594	-	447,594	-	447,594
	$ 1,565,663	**$ -**	**$ 1,565,663**	**$ -**	**$ 1,565,663**
Total	**$ 10,825,155**	**$ 548,656**	**$ 11,373,811**	**$ 1,997,155**	**$ 9,376,656**

Notes:

[a] Per the KFW Engineering Report dated September 2021. City Owned Improvements are not eligible for reimbursement to the Owner.

[b] Per the Change Order #6 provided by the Owner dated August 2022, attached hereto as **Appendix A** and shown on **Exhibit G-3**.

[c] Includes 1st year Annual Collection Costs of $40,000.

[d] Inclusive of a 4% project Management Fee.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Improvement Area #1 Bonds						
Principal		$ 182,000.00	$ 189,000.00	$ 198,000.00	$ 206,000.00	$ 215,000.00
Interest		375,882.50	368,147.50	360,115.00	351,700.00	342,945.00
	(1)	$ 557,882.50	$ 557,147.50	$ 558,115.00	$ 557,700.00	$ 557,945.00
Additional Interest	(2)	$ 40,815.00	$ 39,905.00	$ 38,960.00	$ 37,970.00	$ 36,940.00
Annual Collection Costs	(3)	$ 40,388.46	$ 52,808.42	$ 53,864.59	$ 54,941.88	$ 56,040.72
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 639,085.96**	**$ 649,860.92**	**$ 650,939.59**	**$ 650,611.88**	**$ 650,925.72**

EXHIBIT D – SOURCES AND USES

		Improvement Area #1
Sources of Funds		
Improvement Area #1 Bond Par	$	8,828,000
Owner Contribution [a]		548,656
Total Sources	**$**	**9,376,656**
Uses of Funds		
Authorized Improvements	$	7,546,907
District Formation Expenses		264,086
	$	7,810,993
Bond Issuance Costs		
Reserve Fund	$	568,793
Capitalized Interest		284,436
Underwriter's Discount		264,840
Cost of Issuance		447,594
	$	1,565,663
Total Uses	**$**	**9,376,656**

Notes:

[a] With the exception of certified Authorized Improvement amounts to be reimbursed to the Owner due to cost underruns or interest earnings, amounts are not reimbursable to the Owner by PID Assessments or PID Bonds.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units/ Square Feet[a]	Estimated Buildout Value[a]		Assessment		Average Annual Installment		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Multi-Family	305	$ 114,754	$ 35,000,000	$ 5,491.65	$ 1,674,952	$ 427.74	$ 130,459	$ 0.3727
Townhomes	117	$ 275,000	$ 32,175,000	$ 13,160.34	$ 1,539,760	$ 1,025.04	$ 119,929	$ 0.3727
Single Family	60	$ 400,000	$ 24,000,000	$ 19,142.31	$ 1,148,539	$ 1,490.96	$ 89,458	$ 0.3727
Senior Housing	200	$ 113,000	$ 22,600,000	$ 5,407.70	$ 1,081,541	$ 421.20	$ 84,239	$ 0.3727
Office	75,000	$ 133	$ 9,975,000	$ 6.36	$ 477,361	$ 0.50	$ 37,181	$ 0.3727
Music Venue	40,000	$ 188	$ 7,520,000	$ 9.00	$ 359,875	$ 0.70	$ 28,030	$ 0.3727
Market	15,000	$ 167	$ 2,505,000	$ 7.99	$ 119,879	$ 0.62	$ 9,337	$ 0.3727
Condos	95	$ 236,842	$ 22,500,000	$ 11,334.26	$ 1,076,755	$ 882.81	$ 83,867	$ 0.3727
Live Work	50	$ 250,000	$ 12,500,000	$ 11,963.95	$ 598,197	$ 931.85	$ 46,593	$ 0.3727
Dog Park Cantina	1	$ 1,800,000	$ 1,800,000	$ 86,140.41	$ 86,140	$ 6,709.33	$ 6,709	$ 0.3727
Improvement Area #1 Subtotal	**130,828**		**$ 170,575,000**		**$ 8,163,000**		**$ 635,802**	

Notes:

[a] As provided in the Developer model dated 8/17/2020 and updated 4/1/2025.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1	
Property ID [a]	Lot Type	Notes	Outstanding Assessment	Annual Installment Due 1/31/2027
438546	Single Family		$ 19,142.31	$ 1,498.66
438547	Single Family		$ 19,142.31	$ 1,498.66
438548	Single Family		$ 19,142.31	$ 1,498.66
438549	Single Family		$ 19,142.31	$ 1,498.66
438550	Single Family		$ 19,142.31	$ 1,498.66
438551	Single Family		$ 19,142.31	$ 1,498.66
438552	Single Family		$ 19,142.31	$ 1,498.66
438553	Single Family		$ 19,142.31	$ 1,498.66
438554	Single Family		$ 19,142.31	$ 1,498.66
438555	Single Family		$ 19,142.31	$ 1,498.66
438556	Single Family		$ 19,142.31	$ 1,498.66
438557	Single Family		$ 19,142.31	$ 1,498.66
438558	Single Family		$ 19,142.31	$ 1,498.66
438559	Single Family		$ 19,142.31	$ 1,498.66
438560	Single Family		$ 19,142.31	$ 1,498.66
438561	Single Family		$ 19,142.31	$ 1,498.66
438562	Single Family		$ 19,142.31	$ 1,498.66
438563	Single Family		$ 19,142.31	$ 1,498.66
438564	Single Family		$ 19,142.31	$ 1,498.66
438565	Single Family		$ 19,142.31	$ 1,498.66
438566	Single Family		$ 19,142.31	$ 1,498.66
438567	Single Family		$ 19,142.31	$ 1,498.66
438568	Single Family		$ 19,142.31	$ 1,498.66
438569	Single Family		$ 19,142.31	$ 1,498.66
438570	Single Family		$ 19,142.31	$ 1,498.66
438571	Single Family		$ 19,142.31	$ 1,498.66
438572	Single Family		$ 19,142.31	$ 1,498.66
438573	Single Family		$ 19,142.31	$ 1,498.66
438574	Single Family		$ 19,142.31	$ 1,498.66
438575	Single Family		$ 19,142.31	$ 1,498.66
438576	Single Family		$ 19,142.31	$ 1,498.66
438577	Non-Benefited Property		$ -	$ -
438578	Non-Benefited Property		$ -	$ -
438579	Single Family		$ 19,142.31	$ 1,498.66
438580	Single Family		$ 19,142.31	$ 1,498.66
438581	Single Family		$ 19,142.31	$ 1,498.66
438582	Single Family		$ 19,142.31	$ 1,498.66
438583	Single Family		$ 19,142.31	$ 1,498.66
438584	Single Family		$ 19,142.31	$ 1,498.66
438585	Single Family		$ 19,142.31	$ 1,498.66

Property ID [a]	Lot Type	Notes	Improvement Area #1 Outstanding Assessment	Improvement Area #1 Annual Installment Due 1/31/2027
438586	Single Family		$ 19,142.31	$ 1,498.66
438587	Single Family		$ 19,142.31	$ 1,498.66
438588	Single Family		$ 19,142.31	$ 1,498.66
438589	Single Family		$ 19,142.31	$ 1,498.66
438590	Non-Benefited Property		$ -	$ -
438591	Non-Benefited Property		$ -	$ -
438592	Single Family		$ 19,142.31	$ 1,498.66
438593	Single Family		$ 19,142.31	$ 1,498.66
438594	Single Family		$ 19,142.31	$ 1,498.66
438595	Single Family		$ 19,142.31	$ 1,498.66
438596	Single Family		$ 19,142.31	$ 1,498.66
438597	Single Family		$ 19,142.31	$ 1,498.66
438598	Single Family		$ 19,142.31	$ 1,498.66
438599	Single Family		$ 19,142.31	$ 1,498.66
438600	Single Family		$ 19,142.31	$ 1,498.66
438601	Single Family		$ 19,142.31	$ 1,498.66
438602	Single Family		$ 19,142.31	$ 1,498.66
438603	Single Family		$ 19,142.31	$ 1,498.66
438604	Single Family		$ 19,142.31	$ 1,498.66
438605	Single Family		$ 19,142.31	$ 1,498.66
438606	Single Family		$ 19,142.31	$ 1,498.66
438607	Single Family		$ 19,142.31	$ 1,498.66
438608	Single Family		$ 19,142.31	$ 1,498.66
438609	Single Family		$ 19,142.31	$ 1,498.66
445863	Non-Benefited Property		$ -	$ -
445864	Non-Benefited Property		$ -	$ -
463581	Townhomes		$ 13,160.34	$ 1,030.33
463582	Townhomes		$ 13,160.34	$ 1,030.33
463583	Townhomes		$ 13,160.34	$ 1,030.33
463584	Townhomes		$ 13,160.34	$ 1,030.33
463585	Townhomes		$ 13,160.34	$ 1,030.33
463586	Townhomes		$ 13,160.34	$ 1,030.33
463587	Townhomes		$ 13,160.34	$ 1,030.33
463588	Townhomes		$ 13,160.34	$ 1,030.33
463589	Townhomes		$ 13,160.34	$ 1,030.33
463590	Townhomes		$ 13,160.34	$ 1,030.33
463591	Townhomes		$ 13,160.34	$ 1,030.33
463592	Townhomes		$ 13,160.34	$ 1,030.33
463593	Townhomes		$ 13,160.34	$ 1,030.33
463594	Townhomes		$ 13,160.34	$ 1,030.33

			Improvement Area #1	
Property ID [a]	Lot Type	Notes	Outstanding Assessment	Annual Installment Due 1/31/2027
463595	Townhomes		$ 13,160.34	$ 1,030.33
463596	Townhomes		$ 13,160.34	$ 1,030.33
463597	Townhomes		$ 13,160.34	$ 1,030.33
463598	Townhomes		$ 13,160.34	$ 1,030.33
463599	Townhomes		$ 13,160.34	$ 1,030.33
463600	Townhomes		$ 13,160.34	$ 1,030.33
463601	Townhomes		$ 13,160.34	$ 1,030.33
463602	Townhomes		$ 13,160.34	$ 1,030.33
463603	Townhomes		$ 13,160.34	$ 1,030.33
463604	Townhomes		$ 13,160.34	$ 1,030.33
463605	Townhomes		$ 13,160.34	$ 1,030.33
463606	Townhomes		$ 13,160.34	$ 1,030.33
463607	Townhomes		$ 13,160.34	$ 1,030.33
463608	Townhomes		$ 13,160.34	$ 1,030.33
463609	Townhomes		$ 13,160.34	$ 1,030.33
463610	Townhomes		$ 13,160.34	$ 1,030.33
463611	Townhomes		$ 13,160.34	$ 1,030.33
463612	Townhomes		$ 13,160.34	$ 1,030.33
463613	Townhomes		$ 13,160.34	$ 1,030.33
463614	Townhomes		$ 13,160.34	$ 1,030.33
463615	Townhomes		$ 13,160.34	$ 1,030.33
463616	Townhomes		$ 13,160.34	$ 1,030.33
463617	Townhomes		$ 13,160.34	$ 1,030.33
466192	Senior Housing	[g]	$ 1,081,540.67	$ 84,674.44
466966	Condo, Dog Park Cantina	[f]	$ 1,162,895.48	$ 91,043.76
466967	Market	[e]	$ 119,878.73	$ 9,385.37
466968	Office	[d]	$ 477,361.43	$ 37,372.90
466969	Music Venue	[c]	$ 359,875.48	$ 28,174.86
468037	Multi-Family, Live Work	[b]	$ 2,273,149.66	$ 177,966.19
472360	Townhomes		$ 13,160.34	$ 1,030.33
472361	Townhomes		$ 13,160.34	$ 1,030.33
472362	Townhomes		$ 13,160.34	$ 1,030.33
472363	Townhomes		$ 13,160.34	$ 1,030.33
472364	Townhomes		$ 13,160.34	$ 1,030.33
472365	Townhomes		$ 13,160.34	$ 1,030.33
472366	Townhomes		$ 13,160.34	$ 1,030.33
472367	Townhomes		$ 13,160.34	$ 1,030.33
472368	Townhomes		$ 13,160.34	$ 1,030.33
472369	Townhomes		$ 13,160.34	$ 1,030.33
472370	Townhomes		$ 13,160.34	$ 1,030.33

Property ID [a]	Lot Type	Notes	Improvement Area #1 Outstanding Assessment	Improvement Area #1 Annual Installment Due 1/31/2027
472371	Townhomes		$ 13,160.34	$ 1,030.33
472372	Townhomes		$ 13,160.34	$ 1,030.33
472373	Townhomes		$ 13,160.34	$ 1,030.33
472374	Townhomes		$ 13,160.34	$ 1,030.33
472375	Townhomes		$ 13,160.34	$ 1,030.33
472376	Townhomes		$ 13,160.34	$ 1,030.33
472377	Townhomes		$ 13,160.34	$ 1,030.33
472378	Townhomes		$ 13,160.34	$ 1,030.33
472379	Townhomes		$ 13,160.34	$ 1,030.33
472380	Townhomes		$ 13,160.34	$ 1,030.33
472381	Townhomes		$ 13,160.34	$ 1,030.33
472382	Townhomes		$ 13,160.34	$ 1,030.33
472383	Townhomes		$ 13,160.34	$ 1,030.33
472384	Townhomes		$ 13,160.34	$ 1,030.33
472385	Townhomes		$ 13,160.34	$ 1,030.33
472386	Townhomes		$ 13,160.34	$ 1,030.33
472387	Townhomes		$ 13,160.34	$ 1,030.33
472388	Townhomes		$ 13,160.34	$ 1,030.33
472389	Townhomes		$ 13,160.34	$ 1,030.33
472390	Townhomes		$ 13,160.34	$ 1,030.33
472391	Townhomes		$ 13,160.34	$ 1,030.33
472392	Townhomes		$ 13,160.34	$ 1,030.33
472393	Townhomes		$ 13,160.34	$ 1,030.33
472394	Townhomes		$ 13,160.34	$ 1,030.33
472395	Townhomes		$ 13,160.34	$ 1,030.33
472396	Townhomes		$ 13,160.34	$ 1,030.33
472397	Townhomes		$ 13,160.34	$ 1,030.33
472398	Townhomes		$ 13,160.34	$ 1,030.33
472399	Townhomes		$ 13,160.34	$ 1,030.33
472400	Townhomes		$ 13,160.34	$ 1,030.33
472401	Townhomes		$ 13,160.34	$ 1,030.33
472402	Townhomes		$ 13,160.34	$ 1,030.33
472403	Townhomes		$ 13,160.34	$ 1,030.33
472404	Townhomes		$ 13,160.34	$ 1,030.33
472405	Townhomes		$ 13,160.34	$ 1,030.33
472406	Townhomes		$ 13,160.34	$ 1,030.33
472407	Townhomes		$ 13,160.34	$ 1,030.33
472408	Townhomes		$ 13,160.34	$ 1,030.33
472409	Townhomes		$ 13,160.34	$ 1,030.33
472410	Townhomes		$ 13,160.34	$ 1,030.33

Property ID [a]	Lot Type	Notes	Improvement Area #1 Outstanding Assessment	Improvement Area #1 Annual Installment Due 1/31/2027
472411	Townhomes		$ 13,160.34	$ 1,030.33
472412	Townhomes		$ 13,160.34	$ 1,030.33
472413	Townhomes		$ 13,160.34	$ 1,030.33
472414	Townhomes		$ 13,160.34	$ 1,030.33
472415	Townhomes		$ 13,160.34	$ 1,030.33
472416	Townhomes		$ 13,160.34	$ 1,030.33
472417	Townhomes		$ 13,160.34	$ 1,030.33
472418	Townhomes		$ 13,160.34	$ 1,030.33
472419	Townhomes		$ 13,160.34	$ 1,030.33
472420	Townhomes		$ 13,160.34	$ 1,030.33
472421	Townhomes		$ 13,160.34	$ 1,030.33
472422	Townhomes		$ 13,160.34	$ 1,030.33
472423	Townhomes		$ 13,160.34	$ 1,030.33
472424	Townhomes		$ 13,160.34	$ 1,030.33
472425	Townhomes		$ 13,160.34	$ 1,030.33
472426	Townhomes		$ 13,160.34	$ 1,030.33
472427	Townhomes		$ 13,160.34	$ 1,030.33
472428	Townhomes		$ 13,160.34	$ 1,030.33
472429	Townhomes		$ 13,160.34	$ 1,030.33
472430	Townhomes		$ 13,160.34	$ 1,030.33
472431	Townhomes		$ 13,160.34	$ 1,030.33
472432	Townhomes		$ 13,160.34	$ 1,030.33
472433	Townhomes		$ 13,160.34	$ 1,030.33
472434	Townhomes		$ 13,160.34	$ 1,030.33
472435	Townhomes		$ 13,160.34	$ 1,030.33
472436	Townhomes		$ 13,160.34	$ 1,030.33
472437	Townhomes		$ 13,160.34	$ 1,030.33
472438	Townhomes		$ 13,160.34	$ 1,030.33
472439	Townhomes		$ 13,160.34	$ 1,030.33
Total[h]			**$ 8,163,000.00**	**$ 639,085.73**

Notes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Parcel is anticipated to be developed to contain 305 Lot Type Multi-Family Lots and 50 Lot Type Live Work Lots and has been allocated the Assessment associated with this development.

[c] Parcel is anticipated to be developed to contain 40,000 square feet of Lot Type Music Venue and has been allocated the Assessment associated with this development.

[d] Parcel is anticipated to be developed to contain 75,000 square feet of Lot Type Office and has been allocated the Assessment associated with this development.

[e] Parcel is anticipated to be developed to contain 15,000 square feet of Lot Type Market and has been allocated the Assessment associated with this development.

[f] Parcel is anticipated to be developed to contain 95 Lot Type Condo Lots and 1 Lot Type Dog Park Cantina Lot and has been allocated the Assessment associated with this development.

[g] Parcel is anticipated to be developed to contain 200 Lot Type Senior Housing Lots and has been allocated the Assessment associated with this development.

[h] Totals may not sum due to rounding.

EXHIBIT F-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment
	Principal	Interest [a]	Additional Interest		
2027	$ 182,000.00	$ 375,882.50	$ 40,815.00	$ 40,388.46	$ 639,085.96
2028	$ 189,000.00	$ 368,147.50	$ 39,905.00	$ 52,808.42	$ 649,860.92
2029	$ 198,000.00	$ 360,115.00	$ 38,960.00	$ 53,864.59	$ 650,939.59
2030	$ 206,000.00	$ 351,700.00	$ 37,970.00	$ 54,941.88	$ 650,611.88
2031	$ 215,000.00	$ 342,945.00	$ 36,940.00	$ 56,040.72	$ 650,925.72
2032	$ 224,000.00	$ 333,807.50	$ 35,865.00	$ 57,161.53	$ 650,834.03
2033	$ 234,000.00	$ 323,727.50	$ 34,745.00	$ 58,304.76	$ 650,777.26
2034	$ 245,000.00	$ 313,197.50	$ 33,575.00	$ 59,470.86	$ 651,243.36
2035	$ 256,000.00	$ 302,172.50	$ 32,350.00	$ 60,660.27	$ 651,182.77
2036	$ 268,000.00	$ 290,652.50	$ 31,070.00	$ 61,873.48	$ 651,595.98
2037	$ 280,000.00	$ 278,592.50	$ 29,730.00	$ 63,110.95	$ 651,433.45
2038	$ 293,000.00	$ 265,992.50	$ 28,330.00	$ 64,373.17	$ 651,695.67
2039	$ 307,000.00	$ 252,807.50	$ 26,865.00	$ 65,660.63	$ 652,333.13
2040	$ 321,000.00	$ 238,992.50	$ 25,330.00	$ 66,973.84	$ 652,296.34
2041	$ 336,000.00	$ 224,547.50	$ 23,725.00	$ 68,313.32	$ 652,585.82
2042	$ 352,000.00	$ 209,427.50	$ 22,045.00	$ 69,679.59	$ 653,152.09
2043	$ 369,000.00	$ 192,707.50	$ 20,285.00	$ 71,073.18	$ 653,065.68
2044	$ 387,000.00	$ 175,180.00	$ 18,440.00	$ 72,494.64	$ 653,114.64
2045	$ 406,000.00	$ 156,797.50	$ 16,505.00	$ 73,944.54	$ 653,247.04
2046	$ 426,000.00	$ 137,512.50	$ 14,475.00	$ 75,423.43	$ 653,410.93
2047	$ 447,000.00	$ 117,277.50	$ 12,345.00	$ 76,931.90	$ 653,554.40
2048	$ 469,000.00	$ 96,045.00	$ 10,110.00	$ 78,470.53	$ 653,625.53
2049	$ 493,000.00	$ 73,767.50	$ 7,765.00	$ 80,039.94	$ 654,572.44
2050	$ 517,000.00	$ 50,350.00	$ 5,300.00	$ 81,640.74	$ 654,290.74
2051	$ 543,000.00	$ 25,792.50	$ 2,715.00	$ 83,273.56	$ 654,781.06
Total	**$ 8,163,000.00**	**$ 5,858,137.50**	**$ 626,160.00**	**$ 1,646,918.93**	**$ 16,294,216.43**

[a] Interest is calculated at the actual rate of the PID Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – MAP OF AUTHORIZED IMPROVEMENTS

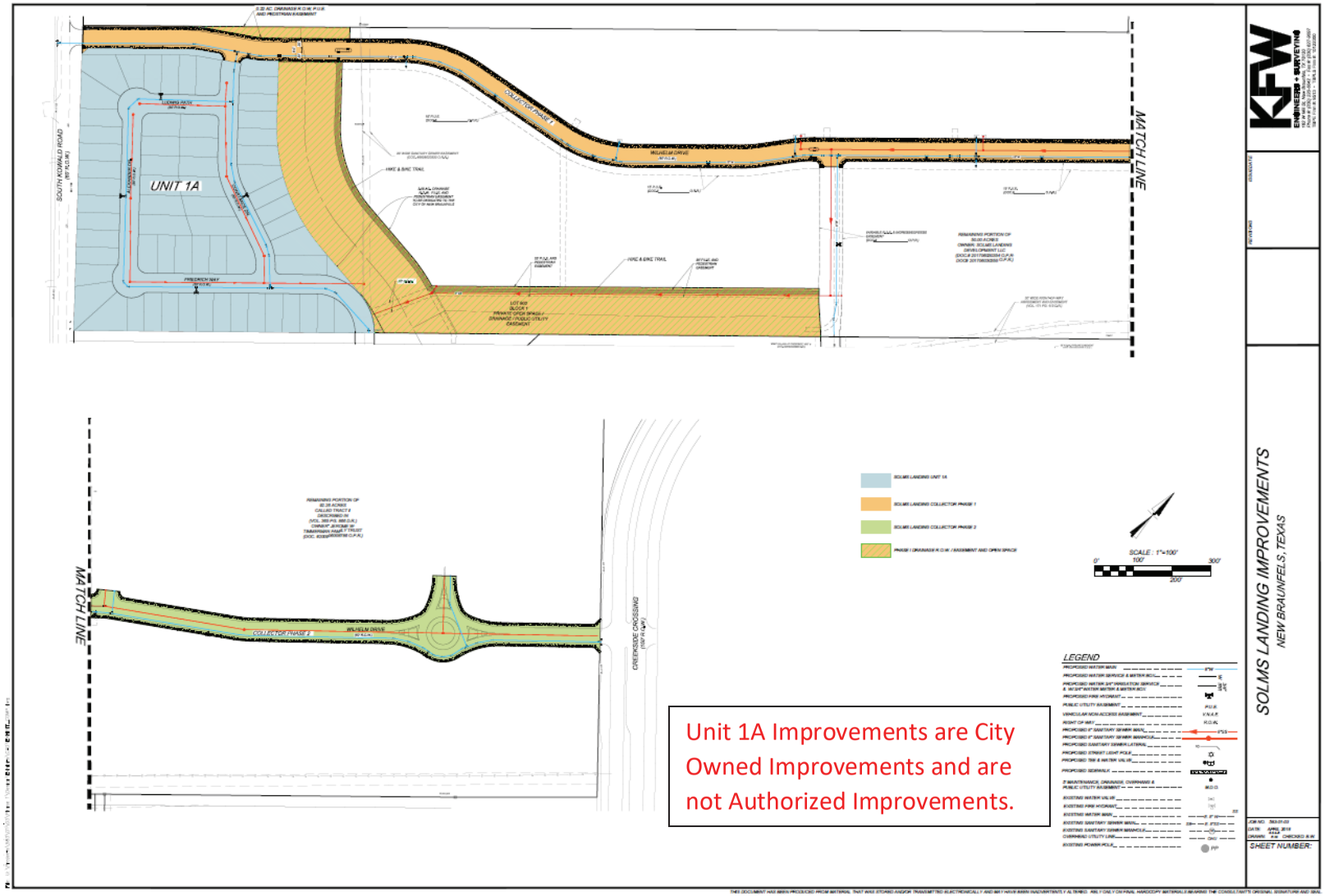

EXHIBIT G-2 – MAP OF CITY DEDICATED ROW

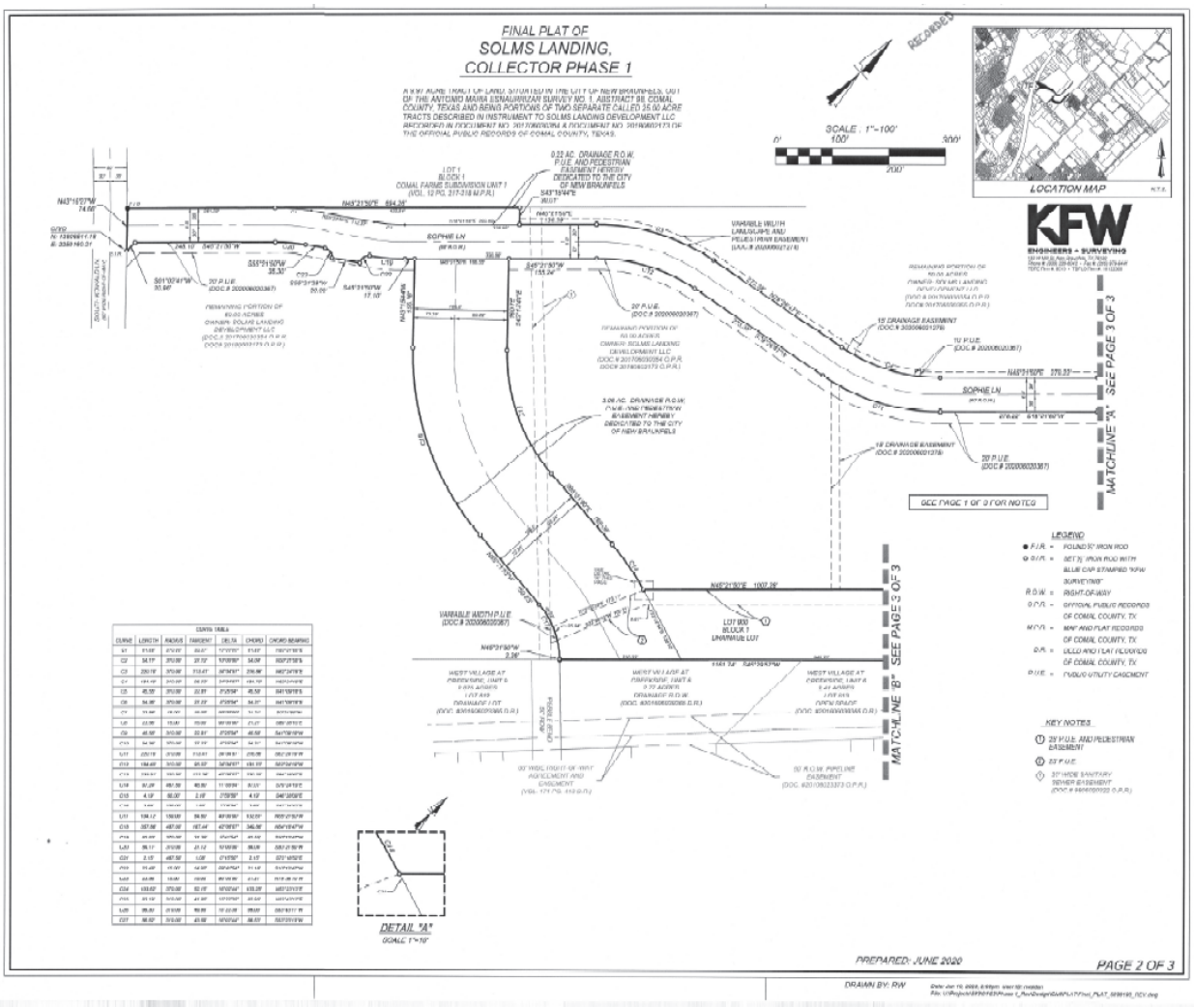

EXHIBIT G-3 – MAP OF ADDITIONAL AUTHORIZED IMPROVEMENTS

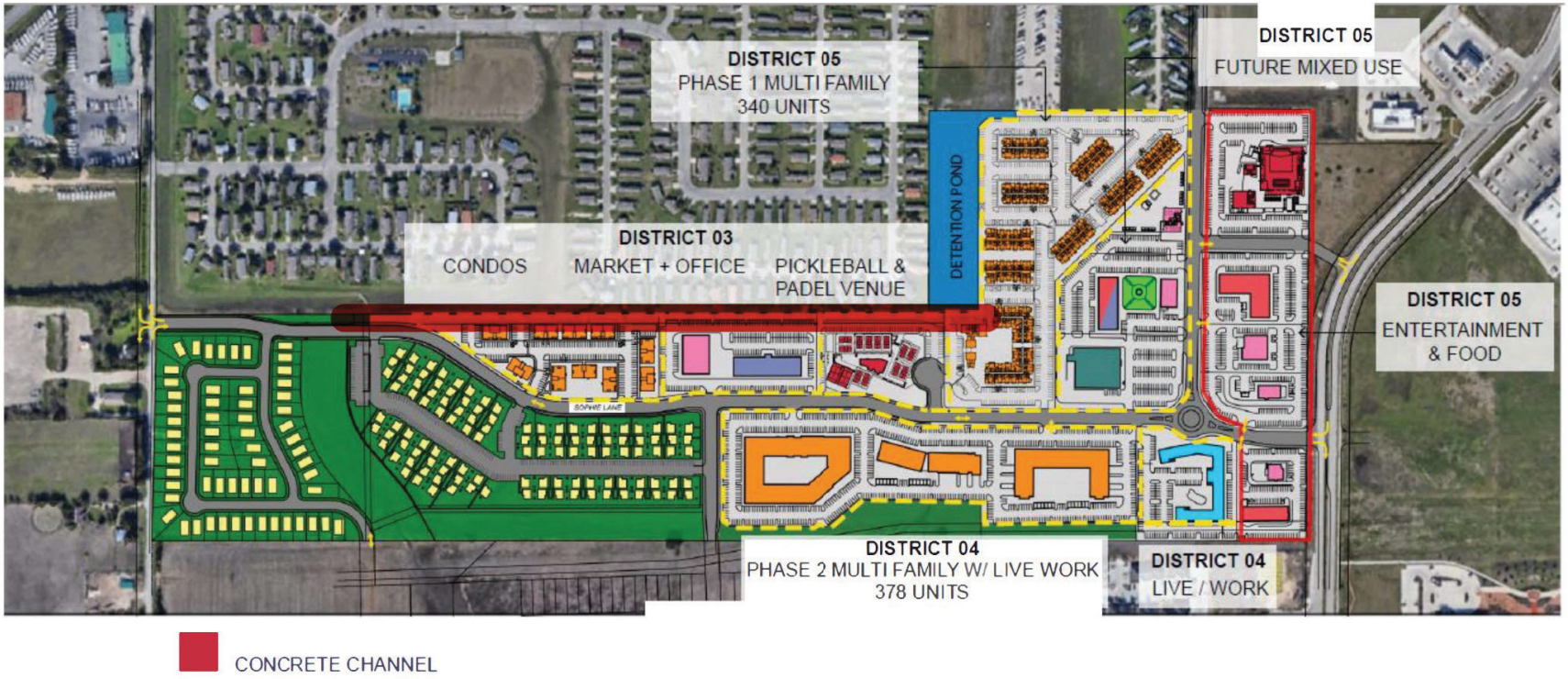

EXHIBIT H – NOTICE OF PID ASSESSMENT TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Comal County Clerk's Office
Honorable [County Clerk Name]
199 Main Plaza, Suite 2063
New Braunfels, TX 78130

Re: City of New Braunfels Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of New Braunfels is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of New Braunfels
Attn: [City Secretary]
424 S Castell Ave
New Braunfels, TX 78130

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
424 S Castell Ave
New Braunfels, TX 78130

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.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COMAL §

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of New Braunfels, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of New Braunfels, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "PID Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about January 14, 2019 the City Council for the City, approved Resolution No. 2019-R09, creating the Solms Landing Public Improvement District; and

WHEREAS, the Solms Landing Public Improvement District consists of approximately 97.97 contiguous acres located within the extraterritorial jurisdiction of the City; and

WHEREAS, on or about _____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within Improvement Area #1 of the Solms Landing Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Comal County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Comal County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that is affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF NEW BRAUNFELS, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of New Braunfels, Texas, a Texas home rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT I – IMPROVEMENT AREA #1 BONDS DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of New Braunfels, Texas
Special Assessment Revenue Bonds, Series 2021
(Solms Landing Public Improvement District Improvement Area #1 Project)
Bonds Callable on 9/1/2031 @ Par
FINAL NUMBERS

Dated Date	12/15/2021
Delivery Date	12/15/2021

Period Ending	Principal	Interest	Debt Service
09/01/2022		284,436.45	284,436.45
09/01/2023	158,000	399,988.76	557,988.76
09/01/2024	163,000	394,261.26	557,261.26
09/01/2025	169,000	388,352.50	557,352.50
09/01/2026	175,000	382,226.26	557,226.26
09/01/2027	182,000	375,882.50	557,882.50
09/01/2028	189,000	368,147.50	557,147.50
09/01/2029	198,000	360,115.00	558,115.00
09/01/2030	206,000	351,700.00	557,700.00
09/01/2031	215,000	342,945.00	557,945.00
09/01/2032	224,000	333,807.50	557,807.50
09/01/2033	234,000	323,727.50	557,727.50
09/01/2034	245,000	313,197.50	558,197.50
09/01/2035	256,000	302,172.50	558,172.50
09/01/2036	268,000	290,652.50	558,652.50
09/01/2037	280,000	278,592.50	558,592.50
09/01/2038	293,000	265,992.50	558,992.50
09/01/2039	307,000	252,807.50	559,807.50
09/01/2040	321,000	238,992.50	559,992.50
09/01/2041	336,000	224,547.50	560,547.50
09/01/2042	352,000	209,427.50	561,427.50
09/01/2043	369,000	192,707.50	561,707.50
09/01/2044	387,000	175,180.00	562,180.00
09/01/2045	406,000	156,797.50	562,797.50
09/01/2046	426,000	137,512.50	563,512.50
09/01/2047	447,000	117,277.50	564,277.50
09/01/2048	469,000	96,045.00	565,045.00
09/01/2049	493,000	73,767.50	566,767.50
09/01/2050	517,000	50,350.00	567,350.00
09/01/2051	543,000	25,792.50	568,792.50
	8,828,000	7,707,402.73	16,535,402.73

EXHIBIT J-1 – DISTRICT LEGAL DESCRIPTION

KFW SURVEYING

FIELD NOTES
FOR
A 97.97 ACRE TRACT

A **97.97 acre** tract of land, situated in the City of New Braunfels, out of the A.M. Esnaurizar Survey No. 1, Abstract 98, Comal County, Texas, and being the remaining portion of a called 2.028 acre tract of land, Tract I, and the remaining portion of a called 96.26 acre tract of land, Tract II, both being described by Deed of Gift of record in Volume 365 Page 866 of the Deed Records of Comal County, Texas and also being all of a called 4.225 acre tract of land as described by Deed of Gift of record in Volume 365 Page 869 of the Deed Records of Comal County, Texas. Said **97.97 acre** tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a plastic cap stamped "Bury & Partners" in the current southeast right-of-way line of Interstate Highway 35 (I.H. 35), a variable width public right-of-way, for the most easterly corner of a called 0.020 acre tract of land as conveyed to the State of Texas of record in Document No. 9906030874 of the Official Public records of Comal County, Texas, for the most west corner of Lot 1, Block "A", of the Canyon Crossroads Subdivision Plat of record in Document No. 201106028280 of the Map and Plat Records of Comal County, Texas, in the northeast line of said 2.028 acre tract and for the most northerly corner of the tract described herein, from which a found "x" in concrete for the west end of a cutback at the intersection of I.H. 35 and F.M. 306 bears, N 47° 22' 18" E, a distance of 1162.81 feet;

THENCE: S 43° 30' 05" E, departing the southeast right-of-way line of I.H. 35 and along and with the northeast line of said 2.028 acre tract and the southwest line of said Lot 1, at a distance of 657.49 feet passing a found ½" iron rod with a plastic cap stamped "Bury & Partners" for the south corner of said Lot 1 and the west corner of Lot 6, Block "A", Replat of Lot 2, Canyon Crossroads Subdivision of record in Document No. 201206016264 of the Map and Plat Records of Comal County, Texas, and continuing along and with the southwest line of Lot 6 and the northeast line of said 2.028 acre tract, a total distance of **1456.05 feet** to a found ½" iron rod (bent) for the east corner of said 2.028 acre tract, the south corner of said Lot 6, in the northwest line of said 4.225 acre tract, in the northwest line of said 96.26 acre tract and for an interior corner of the tract described herein;

THENCE: N 45° 03' 35" E, along and with the northwest line of the 4.225 acre tract and the 96.26 acre tract, and the southeast line of Lot 6, a distance of **369.73 feet** to a found ½" iron rod for the an interior corner of Lot 6, the north corner of said 4.225 acre tract and 96.26 acre tract, and a north exterior corner of the tract described herein;

THENCE: S 43° 58' 01" E, along and with a southwest line of said lot 6, the southwest line of Lot 1, Block 1, of the Creekside Fire Station Subdivision Plat of record in Document No. 201006023741 of the Map and Plat Records of Comal County, Texas, the southwest line of a called 5.395 acre tract of land as conveyed to the City of New Braunfels of record in Document No. 200606042906 of the Official Public Records of Comal County, Texas (now known as Creekside Crossing, a 150 foot wide public right-of-way), the northeast line of the 4.225 acre tract and the 96.26 acre tract, a distance of **1505.89 feet** to a found ½" iron rod for the most southerly corner of said 5.395 acre tract, the most westerly corner of a called 6.529 acre tract of land as conveyed to the City of New Braunfels of record in Document No.

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200606042905 of the Official Public Records of Comal County, Texas, the most northerly corner of Lot 14R1, of the Amending Plat of lots 8R, 14R, and 32R of Creekside Wellness Center Establishing Lots 8R1, 14R1 and 32R of Creekside Wellness Center of record in Document no. 201306033846 of the Map and Plat Records of Comal County, Texas, for the east corner of the 96.26 acre tract and the tract described herein, from which a found ½" iron rod with a plastic cap stamped "TEAM" bears, S 38° 38' 50" E, a distance of 0.16 feet;

THENCE: **S 45° 01' 44" W,** along and with the westerly line of said Lot 14R1, a distance of **369.20 feet** to a found ½" iron rod with a plastic cap stamped "Hollmig" for an interior corner of said Lot 14R1 and an exterior corner of the tract described herein;

THENCE: **S 45° 29' 57" W,** along and with the northwest lines of Lot 14R1, at a distance of 912.00 feet, a found ½" iron rod with a plastic cap stamped "HMT" for the west corner of said Lot 14R1 and the north corner of a called 82.76 acre tract of land as conveyed to KB Home Lone Star Inc., of record in Document No. 201406004602 of the Official Public Records of Comal County, Texas, continuing along and with the northwest line of the 82.76 acre tract, at a distance of 2001.79 feet, a found ½" iron rod with a plastic cap stamped "HMT" for the west corner of said 82.76 acre tract and a northwest exterior corner of a called 36.90 acre tract of land as conveyed to KB Home Lone Star Inc., of record in Document No. 201606006903 of the Official Public Records of Comal County, Texas, and continuing along and with the northwest line of said 36.90 acre tract, a total distance of **3694.97 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" in the northeast right-of-way line of South Kowald Road (also being the northeast line of a called 0.295 acre tract of land as conveyed to the County of Comal of record in Volume 140 Page 563 of the Deed Records of Comal County, Texas), at the most westerly corner of said 36.90 acre tract, in the southeast line of said 96.26 acre tract and for the most southerly corner of the tract described herein;

THENCE: **N 43° 16' 27" W,** along and with the northeast right-of-way line of South Kowald Road and the 0.295 acre tract, a distance of **793.41 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the north corner of said 0.295 acre tract, the most southerly corner of Comal Farms Subdivision, Unit One, a plat of record in Volume 12 Pages 217-218 of the Map and Plat Records of Comal County, Texas, in the northwest line of said 96.26 acre tract and for the most westerly corner of the tract described herein;

THENCE: Departing the northeast right-of-way line of South Kowald Road and along and with the common line between said Comal Farms Subdivision and the 96.26 acre tract, the following two (2) courses:

1. **N 45° 21' 50" E,** a distance of **2719.37 feet** to a found ½" iron rod for the most easterly corner of said Comal Farms Subdivision, an interior corner of the 96.26 acre tract and the tract described herein, and
2. **N 44° 29' 27" W,** a distance of **703.79 feet** to a found ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the south corner of Lot 1of the New Braunfels Storage Subdivision Plat of record in Volume 13 Page 101 of the Map and Plat Records of Comal County, Texas, a southwest exterior corner of the 96.26 acre tract and the tract described herein;

THENCE: **N 45° 29' 59" E,** along and with the northwest line of the 96.26 acre tract, the southeast line of said Lot 1, the southeast line of a called 7.66 acre tract of land as conveyed to Barbara Nell Dean of record in Document No. 200306047820 of the Official Public Records of Comal County, Texas and the southeast line of Lot 3, Block 1 of the Richter Estates Subdivision Plat of record in Volume 7 Page 64 of the Map and Plat Records of Comal County, Texas, a distance of **911.95 feet** to a point for the west

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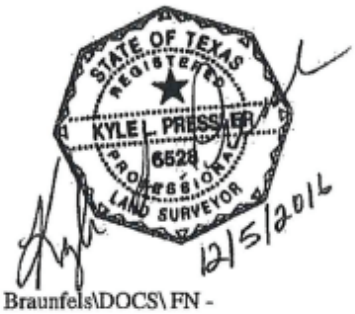
corner of the 4.225 acre tract, the east corner of said Lot 3, the south corner of the 2.028 acre tract and an interior corner of the tract described herein, from which a found ½" iron rod (leaning) bears, N 19° 09' 21" W, a distance of 0.45 feet;

THENCE: **N 43° 30' 05" W**, along and with the northeast line of Lot 3 and Lot 1, both of said Richter Estates Subdivision, and the southwest line of the 2.028 acre tract, a distance of **1458.50 feet** to a set ½" iron rod in the current southeast right-of-way line of I.H. 35, for the south corner of the 0.020 acre tract, the most easterly corner of a called 0.076 acre tract of land as conveyed to the State of Texas of record in Document No. 200106035524 of the Official Public records of Comal County, Texas and for a southwest exterior corner of the tract described herein, from which a found ½" iron rod in the current southeast right-of-way line of I.H. 35 and for the south corner of said 0.076 acre tract bears, S 45° 22' 17" W, a distance of 227.32 feet;

THENCE: **N 45° 22' 17" E**, along and with the current southeast right-of-way line of I.H. 35, also being the southeast line of said 0.020 acre tract, a distance of **60.01 feet** to the **POINT OF BEGINNING** and containing **97.97 acres**, more or less, in the City of New Braunfels, Comal County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99985790106.



Job No.: 16-139
Prepared by: KFW Surveying
Date: December 2, 2016
File: S:\Draw 2016\16-139 95 Acres Timmerman Tract - New Braunfels\DOCS\ FN - 97.97 Acres

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EXHIBIT J-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

KFW SURVEYING

FIELD NOTES
FOR
A 59.16 ACRE TRACT

A **59.16 acre** tract of land, situated in the City of New Braunfels, out of the A.M. Esnaurizar Survey No. 1, Abstract 98, Comal County, Texas, and comprised of Solms Landing, Collector Phase 1, a plat of record in Document No. 202106038074 of the Map and Plat Records of Comal County, Texas (M.P.R.), Solms Landing, Unit 1A, a plat of record in Document No. 202006039469 M.P.R., the remaining portion of a 25.00 acre tract, called Tract 1, as conveyed to Solms Landing Development, LLC of record in Document No. 20170603054 of the Official Public Records of Comal County, Texas (O.P.R.), herein after referred to as Tract 1, the remaining portion of a 25.00 acre tract, called Tract 1, as conveyed to Solms Landing Development, LLC of record in Document No. 201806021713 O.P.R., herein after referred to as the 25.00 acre tract, a portion of a 24.00 acre tract, called Tract 1, as conveyed to Solms Landing Development, LLC, of record in Document No. 201906028855 O.P.R., the and the remaining portion of the 96.26 acre tract, called Tract II, as conveyed to Jerome W. Timmerman Family Trust of record in Document No. 200906008786 O.P.R. and being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" in the northeast right-of-way line of South Kowald Road, for the southwest corner of Lot 1, Block 1, of Comal Farms Subdivision, Unit One, a plat of record in Volume 12 Pages 217-218 (M.P.R), the northwest corner of Sophie Lane, a 60 foot wide right-of-way, of Solms Landing, Collector Phase 1 and the tract described herein;

THENCE: N 45° 21' 50" E, departing the northeast right-of-way line of South Kowald Road and along and with the common line between Lot 1, Block 1 of Comal Farms Subdivision and Solms Landing, Collector Phase 1, a distance of **694.26 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein;

THENCE: Along and with a northeast and northwest lines of Solms Landing, Collector Phase 1 and into and across Tract 1, the 25.00 acre tract, and the 24.00 acre tract, the following ten **(10)** courses:

1. **S 43°15'44" E,** a distance of **30.01 feet** to a set ½" iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" in the northwest right-of-way line of Sophie Lane, for an interior corner of Solms Landing, Collector Phase 1 and the tract described herein,

2. **N 45°21'50" E,** a distance of **136.29 feet** to a set ½" iron with a Blue Plastic Cap Stamped "KFW SURVEYING", for a point of curvature of Sophie Lane and the tract described herein,

3. With a curve to the **right**, having an arc length of **66.72 feet**, a radius of **370.00 feet**, a delta of 10°19'57", and a chord bears **N 50°31'49" E,** a distance of **66.63 feet** to a calculated point, for a point of non-tangency of the tract described herein,

4. **N 45°21'50" E,** a distance of **2015.34 feet** to a calculated point, for an interior corner of the tract described herein,

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5. **N 44°29'28" W**, a distance of **65.02 feet** to a calculated point, for an interior corner of the tract described herein,

6. **S 45°30'32" W**, a distance of **18.26 feet** to a calculated point, for an exterior corner of the tract described herein,

7. **N 44°29'28" W**, a distance of **618.31 feet** to a calculated point, for an angle point of the tract described herein,

8. **N 00°30'15" E**, a distance of **42.43 feet** to a calculated point, for an angle point of the tract described herein,

9. **N 45°29'59" E**, a distance of **101.48 feet** to a calculated point, for an interior corner of the tract described herein, and

10. **N 44°30'01" W**, a distance of **26.00 feet** to a calculated point in the southeast line of Lot 1 of New Braunfels Storage, a plat of record in Volume 13, Page 101 M.P.R. and the northwest line of the 24.00 acre tract, for an exterior corner of the tract described herein, from which a set ½" iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" in the northeast line of Lot 1, Block 1 Comal Farms Subdivision Unit One, for the southwest corner of Lot 1 of New Braunfels Storage and the northwest corner of the 24.00 acre tract bears, S 45°29'59" W, a distance of 305.48 feet;

THENCE: N 45°29'59" E, along and with the southeast lines of Lot 1 of New Braunfels Storage, a 7.66 acre tract as conveyed to Barbara Nell Dean Trust of record in Document No. 200306047820 O.P.R., and Lot 3, Block 1 of Richter Estates of record in Volume 7, Page 64 M.P.R., and the northwest lines of the 24.00 acre tract and the remaining portion of the 96.26 acre tract, a distance of **606.47 feet** to found ½" iron rod leaning, for the southeast corner of Lot 3, the southwest corner of the remaining portion of a 2.028 acre tract, called Tract 1 of record in Volume 365, Page 866 D.R., and the northeast corner of the tract described herein;

THENCE: Into and across the remaining portion of the 96.26 acre tract, the 24.00 acre tract, and the 25.00 acre tract, the following fifteen (**16**) courses:

1. **S 43°25'15" E**, a distance **138.20 feet** to a calculated point, for an exterior corner of the tract described herein,

2. **S 00°54'07" W**, a distance of **650.86 feet** to a calculated point, for an interior corner of the tract described herein,

3. **S 44°29'27" E**, a distance of **447.00 feet** to a calculated point, for an exterior corner of the tract described herein,

4. **S 46°01'59" W**, a distance of **376.15 feet** to a calculated point, for an interior corner of the tract described herein,

5. **S 43°58'01" E**, a distance of **60.00 feet** to a calculated point, for an interior corner of the tract described herein,

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6. **N 46°01'59" E**, a distance of **108.57 feet** to a calculated point, for an exterior corner of the tract described herein,

7. **S 43°58'01" E**, a distance **249.72 feet** to a calculated point, for an southeast exterior corner of the tract described herein,

8. **S 46°01'59" W**, a distance of **421.31 feet** to a calculated point, for an interior corner of the tract described herein,

9. **S 09°41'37" W**, a distance of **169.00 feet** to a calculated point, for an exterior corner of the tract described herein,

10. **S 51°04'49" W**, a distance of **9.07 feet** to a calculated point, for an interior corner of the tract described herein,

11. **S 29°14'21" W**, a distance of **35.90 feet** to a calculated point, for an angle point of the tract described herein,

12. **S 45°29'57" W**, a distance of **277.66 feet** to a calculated point, for an angle point of the tract described herein,

13. **S 72°11'56" W**, a distance of **40.55 feet** to a calculated point, for an interior corner of the tract described herein,

14. **S 40°38'11" E**, a distance of **49.05 feet** to a calculated point, for a point of curvature of the tract described herein,

15. With a curve to the **left**, having an arc length of **10.27 feet**, a radius of **100.00 feet**, a delta of 05°53'04", and a chord bears **S 43°34'43" E**, a distance of **10.27 feet** to a calculated point, for a point of tangency of the tract described herein, and

16. **S 46°31'15" E**, a distance of **8.97 feet** to a calculated point in the southeast line of the 25.00 acre tract, for the northwest corner of West Village at Creekside Unit 7, a plat of record in Document No. 201806004511, M.P.R., the northeast corner of West Village at Creekside Unit 6, a plat of record in Document No. 201606039365 M.P.R., and the southeast corner of the tract described herein;

THENCE: S 45°29'57" W, along and with the northwest lines of West Village at Creekside Unit 6 and West Village at Creekside Unit 9, a plat of record in Document No. 201906023365 M.P.R., and the southeast lines of the 25.00 acre tract, Tract 1, Solms Landing, Collector Phase 1, Solms Landing, Unit 1A, a plat of record in Document No. 202006039469 M.P.R., a distance of **1992.95 feet** to a set ½" iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING" in the northeast right-of-way line of South Kowald Road and the northeast line of the 0.295 acre tract, for the northwest corner of West Village at Creekside Unit 9, the southwest corner of Solms Landing, Unit 1A and the tract described herein;

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THENCE: N 43°16'27" W, along and with the northeast right-of-way line of South Kowald Road, the northeast line of the 0.295 acre tract, the southwest line of Solms Landing, Unit 1A and Sophie Lane, a distance of **793.41 feet** to the **POINT OF BEGINNING** and containing **59.16 acres**, more or less, in the City of New Braunfels, Comal County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.99985790106.

Job No.: 16-139
Prepared by: KFW Surveying
Date: October 5, 2021
File: S:\Draw 2016\16-139 95 Acres Timmerman Tract - New Braunfels \DOCS\ FN – 59.16AC PID PH1.docx

3421 PAESANOS PKWY, SUITE 101, SAN ANTONIO, TX 78231 • P: 210.979.8444 • F: 210.979.8441 • KFWENGINEERS.COM • Firm #101223-00

APPENDIX A – ADDITIONAL AUTHORIZED IMPROVEMENTS

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M. C. ETHRIDGE CO.

1520 FM 306
NEW BRAUNFELS, TX 78132
830/625-6287 Fax 830/620-1123

CHANGE ORDER 6

Project: Solms Landing Collector Phase 2 and TXDOT
Date: 8/22/2022

REVISED

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	**OPTION 2** Channel F - Concrete Channel	5176	SY	$ 106.00	$ 548,656.00

Matthew C. Ethridge
M. C. ETHRIDGE CO.

8/22/2022
DATE

ACCEPTANCE OF CHANGE ORDER

The above Change Order including Items, Descriptions, Quantities and Pricing are satisfactory and are hereby accepted.
M.C. Ethridge Co. is authorized to do the work as specified.

DATE

1 of 1

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

- Lot Type Single Family
- Lot Type Townhome
- Parcel 468037
- Parcel 466969
- Parcel 466968
- Parcel 466967
- Parcel 466966
- Parcel 466192

SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE SINGLE FAMILY BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE SINGLE FAMILY PRINCIPAL ASSESSMENT: $19,142.31

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Solms Landing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE SINGLE FAMILY

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment[b]
	Principal	Interest [a]	Additional Interest		
2027	$ 426.79	$ 881.45	$ 95.71	$ 94.71	$ 1,498.66
2028	$ 443.21	$ 863.31	$ 93.58	$ 123.84	$ 1,523.93
2029	$ 464.31	$ 844.47	$ 91.36	$ 126.31	$ 1,526.46
2030	$ 483.07	$ 824.74	$ 89.04	$ 128.84	$ 1,525.69
2031	$ 504.18	$ 804.21	$ 86.62	$ 131.42	$ 1,526.43
2032	$ 525.28	$ 782.78	$ 84.10	$ 134.04	$ 1,526.21
2033	$ 548.73	$ 759.14	$ 81.48	$ 136.73	$ 1,526.08
2034	$ 574.53	$ 734.45	$ 78.73	$ 139.46	$ 1,527.17
2035	$ 600.32	$ 708.60	$ 75.86	$ 142.25	$ 1,527.03
2036	$ 628.46	$ 681.58	$ 72.86	$ 145.09	$ 1,528.00
2037	$ 656.60	$ 653.30	$ 69.72	$ 148.00	$ 1,527.62
2038	$ 687.09	$ 623.75	$ 66.43	$ 150.96	$ 1,528.23
2039	$ 719.92	$ 592.84	$ 63.00	$ 153.97	$ 1,529.73
2040	$ 752.75	$ 560.44	$ 59.40	$ 157.05	$ 1,529.64
2041	$ 787.92	$ 526.57	$ 55.64	$ 160.20	$ 1,530.32
2042	$ 825.44	$ 491.11	$ 51.70	$ 163.40	$ 1,531.65
2043	$ 865.31	$ 451.90	$ 47.57	$ 166.67	$ 1,531.45
2044	$ 907.52	$ 410.80	$ 43.24	$ 170.00	$ 1,531.56
2045	$ 952.07	$ 367.69	$ 38.70	$ 173.40	$ 1,531.87
2046	$ 998.97	$ 322.47	$ 33.94	$ 176.87	$ 1,532.25
2047	$ 1,048.22	$ 275.02	$ 28.95	$ 180.41	$ 1,532.59
2048	$ 1,099.81	$ 225.23	$ 23.71	$ 184.01	$ 1,532.76
2049	$ 1,156.09	$ 172.99	$ 18.21	$ 187.69	$ 1,534.98
2050	$ 1,212.37	$ 118.07	$ 12.43	$ 191.45	$ 1,534.32
2051	$ 1,273.34	$ 60.48	$ 6.37	$ 195.28	$ 1,535.47
Total	**$ 19,142.31**	**$ 13,737.39**	**$ 1,468.35**	**$ 3,862.04**	**$ 38,210.09**

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE TOWNHOME BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[4] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE TOWNHOME PRINCIPAL ASSESSMENT: $13,160.34

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Solms Landing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][5]

[5] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][6]

[6] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE TOWNHOME

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment[b]
	Principal	Interest [a]	Additional Interest		
2027	$ 293.42	$ 606.00	$ 65.80	$ 65.11	$ 1,030.33
2028	$ 304.70	$ 593.53	$ 64.33	$ 85.14	$ 1,047.70
2029	$ 319.21	$ 580.58	$ 62.81	$ 86.84	$ 1,049.44
2030	$ 332.11	$ 567.01	$ 61.22	$ 88.58	$ 1,048.91
2031	$ 346.62	$ 552.89	$ 59.55	$ 90.35	$ 1,049.42
2032	$ 361.13	$ 538.16	$ 57.82	$ 92.16	$ 1,049.27
2033	$ 377.25	$ 521.91	$ 56.02	$ 94.00	$ 1,049.18
2034	$ 394.99	$ 504.94	$ 54.13	$ 95.88	$ 1,049.93
2035	$ 412.72	$ 487.16	$ 52.15	$ 97.80	$ 1,049.83
2036	$ 432.07	$ 468.59	$ 50.09	$ 99.75	$ 1,050.50
2037	$ 451.41	$ 449.15	$ 47.93	$ 101.75	$ 1,050.24
2038	$ 472.37	$ 428.83	$ 45.67	$ 103.78	$ 1,050.66
2039	$ 494.94	$ 407.57	$ 43.31	$ 105.86	$ 1,051.69
2040	$ 517.51	$ 385.30	$ 40.84	$ 107.97	$ 1,051.63
2041	$ 541.70	$ 362.01	$ 38.25	$ 110.13	$ 1,052.09
2042	$ 567.49	$ 337.64	$ 35.54	$ 112.34	$ 1,053.01
2043	$ 594.90	$ 310.68	$ 32.70	$ 114.58	$ 1,052.87
2044	$ 623.92	$ 282.42	$ 29.73	$ 116.88	$ 1,052.95
2045	$ 654.55	$ 252.79	$ 26.61	$ 119.21	$ 1,053.16
2046	$ 686.79	$ 221.70	$ 23.34	$ 121.60	$ 1,053.43
2047	$ 720.65	$ 189.07	$ 19.90	$ 124.03	$ 1,053.66
2048	$ 756.12	$ 154.84	$ 16.30	$ 126.51	$ 1,053.77
2049	$ 794.81	$ 118.93	$ 12.52	$ 129.04	$ 1,055.30
2050	$ 833.50	$ 81.17	$ 8.54	$ 131.62	$ 1,054.84
2051	$ 875.42	$ 41.58	$ 4.38	$ 134.25	$ 1,055.63
Total	**$ 13,160.34**	**$ 9,444.45**	**$ 1,009.49**	**$ 2,655.15**	**$ 26,269.44**

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 468037 (LOT TYPE MULTI-FAMILY, LIVE WORK) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[7] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF NEW BRAUNFELS, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 PARCEL 468037 (LOT TYPE MULTI-FAMILY, LIVE WORK) PRINCIPAL ASSESSMENT: $2,273,149.66

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Solms Landing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[7] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][8]

[8] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][9]

[9] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 468037 (LOT TYPE MULTI-FAMILY, LIVE WORK)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment[b]
	Principal	Interest [a]	Additional Interest		
2027	$ 50,681.52	$ 104,671.96	$ 11,365.75	$ 11,246.97	$ 177,966.19
2028	$ 52,630.81	$ 102,517.99	$ 11,112.34	$ 14,705.55	$ 180,966.69
2029	$ 55,137.04	$ 100,281.18	$ 10,849.19	$ 14,999.67	$ 181,267.07
2030	$ 57,364.80	$ 97,937.86	$ 10,573.50	$ 15,299.66	$ 181,175.81
2031	$ 59,871.02	$ 95,499.85	$ 10,286.68	$ 15,605.65	$ 181,263.21
2032	$ 62,377.25	$ 92,955.34	$ 9,987.32	$ 15,917.76	$ 181,237.68
2033	$ 65,161.95	$ 90,148.36	$ 9,675.44	$ 16,236.12	$ 181,221.87
2034	$ 68,225.12	$ 87,216.07	$ 9,349.63	$ 16,560.84	$ 181,351.66
2035	$ 71,288.29	$ 84,145.94	$ 9,008.50	$ 16,892.06	$ 181,334.79
2036	$ 74,629.93	$ 80,937.97	$ 8,652.06	$ 17,229.90	$ 181,449.86
2037	$ 77,971.57	$ 77,579.62	$ 8,278.91	$ 17,574.50	$ 181,404.60
2038	$ 81,591.68	$ 74,070.90	$ 7,889.05	$ 17,925.99	$ 181,477.62
2039	$ 85,490.25	$ 70,399.27	$ 7,481.09	$ 18,284.51	$ 181,655.13
2040	$ 89,388.83	$ 66,552.21	$ 7,053.64	$ 18,650.20	$ 181,644.89
2041	$ 93,565.88	$ 62,529.72	$ 6,606.70	$ 19,023.20	$ 181,725.50
2042	$ 98,021.40	$ 58,319.25	$ 6,138.87	$ 19,403.67	$ 181,883.19
2043	$ 102,755.39	$ 53,663.23	$ 5,648.76	$ 19,791.74	$ 181,859.12
2044	$ 107,767.84	$ 48,782.35	$ 5,134.98	$ 20,187.57	$ 181,872.76
2045	$ 113,058.77	$ 43,663.38	$ 4,596.15	$ 20,591.33	$ 181,909.63
2046	$ 118,628.17	$ 38,293.09	$ 4,030.85	$ 21,003.15	$ 181,955.26
2047	$ 124,476.04	$ 32,658.25	$ 3,437.71	$ 21,423.22	$ 181,995.22
2048	$ 130,602.38	$ 26,745.64	$ 2,815.33	$ 21,851.68	$ 182,015.03
2049	$ 137,285.65	$ 20,542.03	$ 2,162.32	$ 22,288.71	$ 182,278.71
2050	$ 143,968.93	$ 14,020.96	$ 1,475.89	$ 22,734.49	$ 182,200.27
2051	$ 151,209.15	$ 7,182.43	$ 756.05	$ 23,189.18	$ 182,336.80
Total	**$ 2,273,149.66**	**$ 1,631,314.86**	**$ 174,366.70**	**$ 458,617.32**	**$ 4,537,448.54**

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 466969 (LOT TYPE MUSIC VENUE) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[10] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 PARCEL 466969 (LOT TYPE MUSIC VENUE) PRINCIPAL ASSESSMENT: $359,875.48

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Solms Landing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[10] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][11]

[11] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][12]

[12] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466969 (LOT TYPE MUSIC VENUE)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment[b]
	Principal	Interest [a]	Additional Interest		
2027	$ 8,023.68	$ 16,571.22	$ 1,799.38	$ 1,780.57	$ 28,174.86
2028	$ 8,332.29	$ 16,230.22	$ 1,759.26	$ 2,328.12	$ 28,649.88
2029	$ 8,729.06	$ 15,876.09	$ 1,717.60	$ 2,374.68	$ 28,697.44
2030	$ 9,081.75	$ 15,505.11	$ 1,673.95	$ 2,422.18	$ 28,682.99
2031	$ 9,478.53	$ 15,119.13	$ 1,628.54	$ 2,470.62	$ 28,696.83
2032	$ 9,875.30	$ 14,716.30	$ 1,581.15	$ 2,520.03	$ 28,692.79
2033	$ 10,316.17	$ 14,271.91	$ 1,531.77	$ 2,570.43	$ 28,690.28
2034	$ 10,801.11	$ 13,807.68	$ 1,480.19	$ 2,621.84	$ 28,710.83
2035	$ 11,286.06	$ 13,321.63	$ 1,426.19	$ 2,674.28	$ 28,708.16
2036	$ 11,815.10	$ 12,813.76	$ 1,369.76	$ 2,727.77	$ 28,726.38
2037	$ 12,344.13	$ 12,282.08	$ 1,310.68	$ 2,782.32	$ 28,719.21
2038	$ 12,917.25	$ 11,726.59	$ 1,248.96	$ 2,837.97	$ 28,730.77
2039	$ 13,534.46	$ 11,145.32	$ 1,184.38	$ 2,894.73	$ 28,758.88
2040	$ 14,151.66	$ 10,536.27	$ 1,116.70	$ 2,952.62	$ 28,757.25
2041	$ 14,812.96	$ 9,899.44	$ 1,045.94	$ 3,011.67	$ 28,770.02
2042	$ 15,518.34	$ 9,232.86	$ 971.88	$ 3,071.91	$ 28,794.98
2043	$ 16,267.80	$ 8,495.74	$ 894.29	$ 3,133.34	$ 28,791.17
2044	$ 17,061.35	$ 7,723.02	$ 812.95	$ 3,196.01	$ 28,793.33
2045	$ 17,898.99	$ 6,912.60	$ 727.64	$ 3,259.93	$ 28,799.17
2046	$ 18,780.71	$ 6,062.40	$ 638.15	$ 3,325.13	$ 28,806.39
2047	$ 19,706.52	$ 5,170.32	$ 544.24	$ 3,391.63	$ 28,812.72
2048	$ 20,676.42	$ 4,234.26	$ 445.71	$ 3,459.47	$ 28,815.85
2049	$ 21,734.49	$ 3,252.13	$ 342.33	$ 3,528.66	$ 28,857.60
2050	$ 22,792.55	$ 2,219.74	$ 233.66	$ 3,599.23	$ 28,845.18
2051	$ 23,938.80	$ 1,137.09	$ 119.69	$ 3,671.21	$ 28,866.80
Total	**$ 359,875.48**	**$ 258,262.90**	**$ 27,605.00**	**$ 72,606.36**	**$ 718,349.74**

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 466968 (LOT TYPE OFFICE) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[13] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF NEW BRAUNFELS, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 PARCEL 466968 (LOT TYPE OFFICE) PRINCIPAL ASSESSMENT: $477,361.43

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Solms Landing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[13] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][14]

[14] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][15]

[15] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466968 (LOT TYPE OFFICE)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment[b]
	Principal	Interest [a]	Additional Interest		
2027	$ 10,643.12	$ 21,981.11	$ 2,386.81	$ 2,361.86	$ 37,372.90
2028	$ 11,052.47	$ 21,528.78	$ 2,333.59	$ 3,088.17	$ 38,003.01
2029	$ 11,578.78	$ 21,059.05	$ 2,278.33	$ 3,149.93	$ 38,066.08
2030	$ 12,046.61	$ 20,566.95	$ 2,220.44	$ 3,212.93	$ 38,046.92
2031	$ 12,572.92	$ 20,054.97	$ 2,160.20	$ 3,277.19	$ 38,065.27
2032	$ 13,099.22	$ 19,520.62	$ 2,097.34	$ 3,342.73	$ 38,059.91
2033	$ 13,684.01	$ 18,931.16	$ 2,031.84	$ 3,409.59	$ 38,056.59
2034	$ 14,327.28	$ 18,315.37	$ 1,963.42	$ 3,477.78	$ 38,083.85
2035	$ 14,970.54	$ 17,670.65	$ 1,891.79	$ 3,547.33	$ 38,080.31
2036	$ 15,672.28	$ 16,996.97	$ 1,816.93	$ 3,618.28	$ 38,104.47
2037	$ 16,374.03	$ 16,291.72	$ 1,738.57	$ 3,690.64	$ 38,094.97
2038	$ 17,134.25	$ 15,554.89	$ 1,656.70	$ 3,764.46	$ 38,110.30
2039	$ 17,952.95	$ 14,783.85	$ 1,571.03	$ 3,839.75	$ 38,147.58
2040	$ 18,771.65	$ 13,975.96	$ 1,481.26	$ 3,916.54	$ 38,145.43
2041	$ 19,648.83	$ 13,131.24	$ 1,387.41	$ 3,994.87	$ 38,162.35
2042	$ 20,584.49	$ 12,247.04	$ 1,289.16	$ 4,074.77	$ 38,195.47
2043	$ 21,578.63	$ 11,269.28	$ 1,186.24	$ 4,156.27	$ 38,190.42
2044	$ 22,631.25	$ 10,244.29	$ 1,078.35	$ 4,239.39	$ 38,193.28
2045	$ 23,742.34	$ 9,169.31	$ 965.19	$ 4,324.18	$ 38,201.02
2046	$ 24,911.92	$ 8,041.55	$ 846.48	$ 4,410.66	$ 38,210.61
2047	$ 26,139.97	$ 6,858.23	$ 721.92	$ 4,498.88	$ 38,219.00
2048	$ 27,426.50	$ 5,616.58	$ 591.22	$ 4,588.85	$ 38,223.16
2049	$ 28,829.99	$ 4,313.83	$ 454.09	$ 4,680.63	$ 38,278.53
2050	$ 30,233.48	$ 2,944.40	$ 309.94	$ 4,774.24	$ 38,262.06
2051	$ 31,753.92	$ 1,508.31	$ 158.77	$ 4,869.73	$ 38,290.73
Total	**$ 477,361.43**	**$ 342,576.12**	**$ 36,617.01**	**$ 96,309.64**	**$ 952,864.19**

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 466967 (LOT TYPE MARKET) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[16] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 PARCEL 466967 (LOT TYPE MARKET) PRINCIPAL ASSESSMENT: $119,878.73

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Solms Landing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[16] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][17]

[17] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][18]

[18] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466967 (LOT TYPE MARKET)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment[b]
	Principal	Interest [a]	Additional Interest		
2027	$ 2,672.78	$ 5,520.07	$ 599.39	$ 593.13	$ 9,385.37
2028	$ 2,775.58	$ 5,406.48	$ 586.03	$ 775.52	$ 9,543.61
2029	$ 2,907.75	$ 5,288.51	$ 572.15	$ 791.03	$ 9,559.45
2030	$ 3,025.24	$ 5,164.93	$ 557.61	$ 806.86	$ 9,554.64
2031	$ 3,157.41	$ 5,036.36	$ 542.49	$ 822.99	$ 9,559.25
2032	$ 3,289.58	$ 4,902.17	$ 526.70	$ 839.45	$ 9,557.90
2033	$ 3,436.44	$ 4,754.14	$ 510.25	$ 856.24	$ 9,557.07
2034	$ 3,597.98	$ 4,599.50	$ 493.07	$ 873.37	$ 9,563.91
2035	$ 3,759.52	$ 4,437.59	$ 475.08	$ 890.83	$ 9,563.02
2036	$ 3,935.75	$ 4,268.41	$ 456.28	$ 908.65	$ 9,569.09
2037	$ 4,111.97	$ 4,091.30	$ 436.60	$ 926.82	$ 9,566.71
2038	$ 4,302.89	$ 3,906.27	$ 416.04	$ 945.36	$ 9,570.56
2039	$ 4,508.49	$ 3,712.64	$ 394.53	$ 964.27	$ 9,579.92
2040	$ 4,714.08	$ 3,509.75	$ 371.99	$ 983.55	$ 9,579.38
2041	$ 4,934.37	$ 3,297.62	$ 348.42	$ 1,003.22	$ 9,583.63
2042	$ 5,169.34	$ 3,075.57	$ 323.74	$ 1,023.29	$ 9,591.94
2043	$ 5,418.99	$ 2,830.03	$ 297.90	$ 1,043.75	$ 9,590.68
2044	$ 5,683.34	$ 2,572.63	$ 270.80	$ 1,064.63	$ 9,591.39
2045	$ 5,962.36	$ 2,302.67	$ 242.39	$ 1,085.92	$ 9,593.34
2046	$ 6,256.08	$ 2,019.46	$ 212.57	$ 1,107.64	$ 9,595.75
2047	$ 6,564.47	$ 1,722.29	$ 181.29	$ 1,129.79	$ 9,597.85
2048	$ 6,887.56	$ 1,410.48	$ 148.47	$ 1,152.39	$ 9,598.90
2049	$ 7,240.01	$ 1,083.32	$ 114.03	$ 1,175.44	$ 9,612.80
2050	$ 7,592.47	$ 739.42	$ 77.83	$ 1,198.95	$ 9,608.67
2051	$ 7,974.29	$ 378.78	$ 39.87	$ 1,222.92	$ 9,615.87
Total	**$ 119,878.73**	**$ 86,030.39**	**$ 9,195.55**	**$ 24,186.03**	**$ 239,290.71**

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOLMS LANDING PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
PARCEL 466966 (LOT TYPE CONDO, DOG PARK CANTINA) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[19] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 PARCEL 466966 (LOT TYPE CONDO, DOG PARK CANTINA) PRINCIPAL ASSESSMENT: $1,162,895.48

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Solms Landing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[19] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][20]

[20] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][21]

[21] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466966 (LOT TYPE CONDO, DOG PARK CANTINA)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment[b]
	Principal	Interest [a]	Additional Interest		
2027	$ 25,927.60	$ 53,547.97	$ 5,814.48	$ 5,753.71	$ 91,043.76
2028	$ 26,924.81	$ 52,446.04	$ 5,684.84	$ 7,523.05	$ 92,578.75
2029	$ 28,206.95	$ 51,301.74	$ 5,550.22	$ 7,673.51	$ 92,732.41
2030	$ 29,346.62	$ 50,102.94	$ 5,409.18	$ 7,826.98	$ 92,685.73
2031	$ 30,628.76	$ 48,855.71	$ 5,262.45	$ 7,983.52	$ 92,730.44
2032	$ 31,910.89	$ 47,553.99	$ 5,109.30	$ 8,143.19	$ 92,717.38
2033	$ 33,335.48	$ 46,118.00	$ 4,949.75	$ 8,306.06	$ 92,709.29
2034	$ 34,902.53	$ 44,617.90	$ 4,783.07	$ 8,472.18	$ 92,775.69
2035	$ 36,469.59	$ 43,047.29	$ 4,608.56	$ 8,641.62	$ 92,767.06
2036	$ 38,179.10	$ 41,406.16	$ 4,426.21	$ 8,814.45	$ 92,825.92
2037	$ 39,888.61	$ 39,688.10	$ 4,235.32	$ 8,990.74	$ 92,802.77
2038	$ 41,740.58	$ 37,893.11	$ 4,035.87	$ 9,170.56	$ 92,840.13
2039	$ 43,735.01	$ 36,014.79	$ 3,827.17	$ 9,353.97	$ 92,930.94
2040	$ 45,729.44	$ 34,046.71	$ 3,608.49	$ 9,541.05	$ 92,925.70
2041	$ 47,866.33	$ 31,988.89	$ 3,379.85	$ 9,731.87	$ 92,966.94
2042	$ 50,145.68	$ 29,834.90	$ 3,140.52	$ 9,926.51	$ 93,047.61
2043	$ 52,567.49	$ 27,452.98	$ 2,889.79	$ 10,125.04	$ 93,035.30
2044	$ 55,131.76	$ 24,956.02	$ 2,626.95	$ 10,327.54	$ 93,042.27
2045	$ 57,838.49	$ 22,337.27	$ 2,351.29	$ 10,534.09	$ 93,061.13
2046	$ 60,687.67	$ 19,589.94	$ 2,062.10	$ 10,744.77	$ 93,084.48
2047	$ 63,679.32	$ 16,707.27	$ 1,758.66	$ 10,959.67	$ 93,104.92
2048	$ 66,813.42	$ 13,682.51	$ 1,440.26	$ 11,178.86	$ 93,115.05
2049	$ 70,232.45	$ 10,508.87	$ 1,106.20	$ 11,402.44	$ 93,249.95
2050	$ 73,651.47	$ 7,172.83	$ 755.03	$ 11,630.49	$ 93,209.82
2051	$ 77,355.41	$ 3,674.38	$ 386.78	$ 11,863.09	$ 93,279.67
Total	**$ 1,162,895.48**	**$ 834,546.32**	**$ 89,202.33**	**$ 234,618.96**	**$ 2,321,263.09**

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

SOLMS LANDING IMPROVEMENT AREA #1 PARCEL 466192 (LOT TYPE SENIOR HOUSING) BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[22] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF NEW BRAUNFELS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #1 PARCEL 466192 (LOT TYPE SENIOR HOUSING)
PRINCIPAL ASSESSMENT: $1,081,540.67

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Braunfels, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Solms Landing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the New Braunfels City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[22] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][23]

[23] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][24]

[24] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Comal County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 PARCEL 466192 (LOT TYPE SENIOR HOUSING)

Annual Installments Due 1/31	Improvement Area #1 Bond			Annual Collection Costs	Annual Installment[b]
	Principal	Interest [a]	Additional Interest		
2027	$ 24,113.73	$ 49,801.81	$ 5,407.70	$ 5,351.19	$ 84,674.44
2028	$ 25,041.18	$ 48,776.98	$ 5,287.13	$ 6,996.75	$ 86,102.05
2029	$ 26,233.62	$ 47,712.73	$ 5,161.93	$ 7,136.68	$ 86,244.96
2030	$ 27,293.57	$ 46,597.80	$ 5,030.76	$ 7,279.42	$ 86,201.54
2031	$ 28,486.00	$ 45,437.83	$ 4,894.29	$ 7,425.00	$ 86,243.13
2032	$ 29,678.44	$ 44,227.17	$ 4,751.86	$ 7,573.50	$ 86,230.98
2033	$ 31,003.37	$ 42,891.64	$ 4,603.47	$ 7,724.98	$ 86,223.46
2034	$ 32,460.79	$ 41,496.49	$ 4,448.45	$ 7,879.47	$ 86,285.21
2035	$ 33,918.22	$ 40,035.75	$ 4,286.15	$ 8,037.06	$ 86,277.18
2036	$ 35,508.13	$ 38,509.43	$ 4,116.56	$ 8,197.81	$ 86,331.93
2037	$ 37,098.05	$ 36,911.57	$ 3,939.02	$ 8,361.76	$ 86,310.40
2038	$ 38,820.46	$ 35,242.15	$ 3,753.53	$ 8,529.00	$ 86,345.14
2039	$ 40,675.36	$ 33,495.23	$ 3,559.43	$ 8,699.58	$ 86,429.60
2040	$ 42,530.27	$ 31,664.84	$ 3,356.05	$ 8,873.57	$ 86,424.72
2041	$ 44,517.66	$ 29,750.98	$ 3,143.40	$ 9,051.04	$ 86,463.08
2042	$ 46,637.55	$ 27,747.69	$ 2,920.81	$ 9,232.06	$ 86,538.10
2043	$ 48,889.93	$ 25,532.40	$ 2,687.62	$ 9,416.70	$ 86,526.66
2044	$ 51,274.81	$ 23,210.13	$ 2,443.17	$ 9,605.04	$ 86,533.14
2045	$ 53,792.17	$ 20,774.58	$ 2,186.80	$ 9,797.14	$ 86,550.68
2046	$ 56,442.03	$ 18,219.45	$ 1,917.84	$ 9,993.08	$ 86,572.40
2047	$ 59,224.39	$ 15,538.45	$ 1,635.63	$ 10,192.94	$ 86,591.41
2048	$ 62,139.24	$ 12,725.29	$ 1,339.50	$ 10,396.80	$ 86,600.83
2049	$ 65,319.07	$ 9,773.68	$ 1,028.81	$ 10,604.74	$ 86,726.29
2050	$ 68,498.90	$ 6,671.02	$ 702.21	$ 10,816.83	$ 86,688.97
2051	$ 71,943.72	$ 3,417.33	$ 359.72	$ 11,033.17	$ 86,753.93
Total	**$ 1,081,540.67**	**$ 776,162.44**	**$ 82,961.84**	**$ 218,205.29**	**$ 2,158,870.24**

[a] Interest is calculated at the actual rate of the PID Bonds.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

PRESENTER:
Jessica Williams, Chief Financial Officer, New Braunfels Utilities (NBU)

SUBJECT:
Discuss and Consider Approval of an Ordinance Authorizing the Issuance of "City of New Braunfels, Texas, Utility System Revenue Program Notes, Taxable Series" in an Aggregate Principal Amount of Not to Exceed $25,005,000 to Provide Interim Financing to Pay Project Costs for Eligible Project for the City's Utility System, Approving and Authorizing the Execution of Agreements to be Entered into in Connection with the Program Notes and Resolving Other Matters Incident and Related Thereto.
DEPARTMENT: NBU

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:
As a participant in the Electric Reliability Council of Texas (“ERCOT”) wholesale electric market, NBU is required to maintain financial collateral to support market activities and satisfy ERCOT credit requirements to cover NBU’s Total Potential Exposure (TPE). This exposure includes financial obligations arising from settlements in the Day-Ahead Market (DAM) and Real-Time Market (RTM). ERCOT accepts three primary forms of collateral: cash, surety bond, and letter of credit (“LOC”).

NBU is pursuing this LOC to replace its current cash collateral, which will release approximately $9 million in cash back to the NBU’s operational funds. By utilizing an LOC, NBU will maintain its required market standing with ERCOT while increasing its cash liquidity for other infrastructure projects and operational needs.

NBU’s municipal advisor solicited proposals from several qualified financial institutions for the LOC, and Wells Fargo Bank, N.A., was selected based on their competitive terms and compliance with ERCOT’s strict issuer rating and concentration limits.

The proposed LOC will:

- Satisfy ERCOT collateral and credit support requirements.
- Reduce the amount of NBU cash required to remain on deposit with ERCOT.
- Improve liquidity and financial flexibility.
- Preserve cash reserves for operating needs, emergencies, and capital funding needs.
- Diversify NBU’s collateral management strategy.

The LOC does not represent new debt issued for capital spending purposes, but rather a contingent credit

support instrument used to support participation in the ERCOT market

ISSUE:
The NBU Board of Trustees, at its May 26, 2026, Board Meeting, authorized NBU staff to proceed with the necessary steps to issue an LOC facility in an amount not to exceed $25,005,000, with anticipated access to funding by mid-June 2026.

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

FISCAL IMPACT:
There is no direct impact to the City of New Braunfels from the agreement with Wells Fargo Bank, N.A., as described above.

RECOMMENDATION:
NBU staff recommends approval of the ordinance.

ORDINANCE AUTHORIZING
$25,005,000
CITY OF NEW BRAUNFELS, TEXAS,
UTILITY SYSTEM REVENUE PROGRAM NOTES
TAXABLE SERIES

ORDINANCE NO. 2026-[__]

ORDINANCE NO. 2026-[__]

An Ordinance Authorizing the Issuance of "City of New Braunfels, Texas, Utility System Revenue Program Notes, Taxable Series" in an Aggregate Principal Amount of Not to Exceed $25,005,000 to Provide Interim Financing to Pay Project Costs for Eligible Project for the City's Utility System, Approving and Authorizing the Execution of Agreements to be Entered into in Connection with the Program Notes and Resolving Other Matters Incident and Related Thereto.

WHEREAS, the City of New Braunfels, Texas (the *City*) is a "Home-Rule City", acting as such under the Constitution and general laws of the State of Texas, has a population in excess of 50,000, and has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation (without regard to credit enhancement); and

WHEREAS, the City Council (the *City Council*) of the City hereby determines to issue its short term obligations pursuant to the provisions of Texas Government Code, Chapter 1371, as amended (*Chapter 1371*), to provide interim financing for eligible projects as authorized by the Act for the City's Utilities System (the *System*) and to refund obligations issued in connection with such projects; and

WHEREAS, such short term obligations proposed to be issued pursuant to this Ordinance constitute obligations which the City intends to fund or refund through the issuance of obligations of the City payable from Net Revenues of the System, as permitted by Texas Government Code, Chapter 1502, as amended (*Chapter 1502*), including refunding bonds issued pursuant to and in accordance with the provisions of Texas Government Code, Chapter 1207, as amended; and

WHEREAS, the management and control of the System is conducted for the City by the Board of Trustees (the *Board*) of New Braunfels Utilities (*NBU*) established and created pursuant to the provisions of Section 1502.051 et seq., as amended, Texas Government Code; and

WHEREAS, Program Notes designated as "City of New Braunfels, Texas, Utility System Revenue Program Notes, Taxable Series" (the *Program Notes*) are hereby authorized to be issued in the principal amount at any one time outstanding of not to exceed $25,005,000 (*the Program Capacity*); and

WHEREAS, the program notes proposed to be issued constitute bond anticipation notes which the City intends to refund through the issuance of its revenue bonds issued pursuant to Chapter 1207, as amended, Texas Government Code, as contemplated and permitted under Section 1371.057(c) of the Act; and

WHEREAS, arrangements relating to such interim financing have been settled and the City Council hereby finds and determines that the issuance of Program Notes in the form of one or more series, and related notes (executed in connection with the Note Purchase Agreement) subject to the terms, conditions and limitations hereinafter prescribed, should be approved and authorized at this time; and

WHEREAS, the City Council hereby finds and determines that the authorization of the aforementioned series of Program Notes and the adoption of this Ordinance are in the best interests of the residents of the City and the ratepayers of the System; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS:

SECTION 1. **DEFINITIONS**. The terms below have the following meanings, unless the text specifically indicates otherwise:*Act* shall mean, together, Chapter 1371 and Chapter 1502.

Additional Senior Lien Obligations shall mean bonds, notes, warrants, certificates of obligations or other Debt which the City reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in the Senior Lien Obligations Ordinances and which obligations are equally and ratably secured solely by a first lien on and pledge of the Net Revenues on a parity with the currently outstanding Previously Issued Senior Lien Obligations and any Additional Senior Lien Obligations hereafter issued by the City.

Additional Subordinate Lien Obligations shall mean bonds, notes, warrants, certificates of obligations or other Debt which the City reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in the Subordinate Lien Obligations Ordinances and which obligations are equally and ratably secured solely by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of the outstanding Senior Lien Obligations issued from time to time by the City and which obligations are on a parity with the Commercial Paper Notes and the Program Notes.

Agreement or *Note Purchase Agreement* shall mean the Note Purchase Agreement between the City and the Bank, together with any Program Note, and any amendments, restatements, supplements or other modifications.

Authorized Installment shall mean, on the Original Issue Date, an amount equal to $5,000 and on each Issue Date thereafter, an amount equal to the amount of any draw upon the Financial Security by ERCOT, reflecting payment by the Bank of the purchase price of such Authorized Installment of the Program Notes to ERCOT on behalf of the City.

Authorized Installment Draw Period shall mean the period commencing on the Original Issue Date and ending immediately following the effective date of the end of the term of the Financial Security, whether by termination, non-renewal or otherwise.

Authorized Representative shall mean the person or persons designated from time to time as the Authorized Representative by the City, notice of which is delivered in writing to the Bank, and the Issuing and Paying Agent. The Authorized Representative of the City shall be, initially, the City Manager of the City, the President of the Board of Trustees of NBU, the Chief Executive Officer of NBU, the Chief Financial Officer of NBU, any party succeeding to substantially all or part of the responsibilities and duties of any of the foregoing regardless of title, or such other officer or employee of the City designated by the City or the Board to act as an Authorized Representative.

Bank shall mean Wells Fargo Bank, National Association, and its successors and assigns under the Agreement.

Base Rate has the meaning set forth in the Note Purchase Agreement.

Bonds shall mean a series or issue of bonds, notes, or similar obligations (other than the Commercial Paper Notes, or the Program Notes) issued or incurred by the City after the passage of the Ordinance, payable from and secured solely by a lien on and pledge of the Pledged Revenues or Net Revenues, on a parity in rank and dignity, or subordinate in rank and dignity to the lien and pledge securing the payment of the currently outstanding Senior Lien Obligations.

Business Day shall mean any day (a) when (i) the office of the Bank is not authorized or required to be closed and (ii) banks are not authorized to be closed in the City and (b) when banks or the New York Stock Exchange are not authorized to be closed in New York, New York.

Chapter 1371 shall mean Chapter 1371 of the Texas Government Code, as amended.

Chapter 1502 shall mean Chapter 1502 of the Texas Government Code, as amended.

City shall mean the City of New Braunfels, Texas.

Code shall mean the Internal Revenue Code of 1986.

Commercial Paper Notes shall mean, collectively, the "City of New Braunfels, Texas Utility System Program Notes, Taxable Series 2021", "City of New Braunfels, Texas, Utility System Revenue Commercial Paper Notes, Series 2026A", and the "City of New Braunfels, Texas, Utility System Revenue Commercial Paper Notes, Series 2026B", each as from time to time amended or supplemented by council, and authorized to be issued in the forms of commercial paper notes and direct purchase notes.

Council or *City Council* or *council* shall mean the governing body of the City.

Debt shall mean

(1) all indebtedness payable from Pledged Revenues and/or Net Revenues incurred or assumed by the City for borrowed money (including indebtedness payable from Pledged Revenues and/or Net Revenues arising under the Note Purchase Agreement) and all other financing obligations of the System payable from Pledged Revenues and/or Net Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues and/or Net Revenues (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness

or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered) or otherwise.

For the purpose of determining "Debt", there shall be excluded any particular Debt if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

Designated Office means the corporate trust office of the Paying Agent/Registrar designated as the place for payment, transfer and exchange of the Program Notes, initially, the corporate trust office of the Paying Agent/Registrar in [_____], Texas.

Eligible Investments shall mean any or all of the authorized investments described in the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, in which the City or the Board may purchase, sell and invest its funds and funds under its control or any other authorized investments as provided by the laws of the State of Texas.

Eligible Project shall mean any eligible project as defined in Section 1371.001(2)(A) of the Act, as the same may be amended from time to time.

ERCOT shall mean The Electric Reliability Council of Texas and any successor thereto.

Financial Security shall mean the letter of credit issued by the Bank pursuant to the terms of the Note Purchase Agreement (and any extension or amendment of such letter of credit or any substitute or replacement letter of credit of the Bank) delivered to ERCOT, as beneficiary, for the account of the City pursuant to Section 16 of the ERCOT Nodal Protocols.

Fiscal Year shall mean the fiscal year used by the Board in connection with the operation of the System, now being the period of time beginning on August 1 and ending on July 31 of the same calendar year.

Government Securities shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally

recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Program Notes.

Gross Revenues shall mean for any period all revenue during such period in respect or on account of the operation or ownership of the System, excluding (i) refundable meter deposits, (ii) restricted gifts, (iii) grants in aid of construction, (iv) any amounts payable to the United States as rebate pursuant to the provisions of the Senior Lien Obligations Ordinances, (v) any impact fees charged by the System pursuant to the provisions of Chapter 395, as amended, Texas Local Government Code and earnings and income derived from the investment or deposit of money in any project fund and, the Reserve Fund, but including earnings and income derived from the investment or deposit of money in the Bond Fund (as defined in, and created pursuant to, the Senior Lien Obligations Ordinances), the Reserve Fund after it contains the Required Reserve, and any earnings and income from any special fund or account created and established for the payment or security of any Senior Lien Obligations and Subordinate Lien Obligations of the City related to the System (unless the ordinance which authorizes the issuance of any such obligations specifically provides that any such earnings and income are to be deposited to another fund or account other than the System Fund).

Holder or *Noteholder* shall mean the registered owner of any Program Note as shown on the registration books maintained by the Registrar, but if a Program Note is not in registered form, such terms shall mean any person, firm, association, or corporation who is in possession of any Program Note drawn, issued or endorsed to such person, firm, association or corporation or to the order of such person, firm, association or corporation or to bearer or in blank.

Initial Note shall mean the Program Note, Number T-1, delivered to and held by the Paying Agent/Registrar on the Original Issue Date.

Issue Date shall mean the date of delivery of an Authorized Installment of the Program Notes.

Latest Draw Date shall mean [*month*] [*day*], 20[__], as may be extended in accordance with the Note Purchase Agreement.

Maintenance and Operating Expenses shall mean all current expenses of operating and maintaining the System not paid from the proceeds of any Debt, including (i) the cost of all salaries, labor, materials, repairs, and extensions necessary to render efficient service, but only if, in the case of repairs and extensions, they are, in the judgment of the Board (reasonably and fairly exercised), necessary to maintain operation of the System and render adequate service to the City and the inhabitants thereof and other customers of the System, or are necessary to meet some physical accident or condition which would otherwise impair the payment of Debt, (ii) payments to pension, retirement, health, hospitalization, and other employee benefit funds for employees of the Board engaged in the operation or maintenance of the System, (iii) payments under contracts for the purchase of water supply, treatment of sewage, or other materials, goods, or services for the System to the extent authorized by law and the provisions of such contract, (iv) payments to auditors, attorneys, and other consultants incurred in complying with the obligations of the City or the Board hereunder, (v) the payments made on or in respect of obtaining and maintaining any

Credit Facility, and (vi) any legal liability of the City or the Board arising out of the operations, maintenance, or condition of the System, but excluding any allowance for depreciation, property retirement, depletion, obsolescence, and other items not requiring an outlay of cash and any interest on any Debt.

Maximum Available Amount shall mean the maximum amount that is available to be drawn on the Financial Security on any particular day plus $5,000, which shall initially be in the principal amount not to exceed $25,005,000 as evidenced in the Initial Note.

Maximum Interest Rate shall mean the lesser of the (i) maximum net effective interest rate (as defined in and calculated in accordance with the provisions of Chapter 1204, Texas Government Code, as amended) and (ii) maximum non usurious lawful rate of interest permitted by applicable law.

Maximum Maturity Date shall mean [*month*] [*day*], 20[__], being ninety (90) days after the Latest Draw Date, as may be extended in accordance with the Note Purchase Agreement.

Net Revenues shall mean the Gross Revenues of the System, less current expenses of operation and maintenance, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such repairs and extensions as in the judgment of the Board of Trustees, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining "Net Revenues". Payments pursuant to contracts for the purchase of power and energy, supply of water and other materials, goods or services for the System to the extent authorized by law and the provisions of such contracts are also included and defined as operating and maintenance expenses of the System.

Note Payment Fund shall mean the fund so designated in **Section 16**.

Ordinance shall mean this ordinance.

Original Issue Date shall mean the date of delivery of the initial Authorized Installment, the Note Purchase Agreement and the Financial Security.

Paying Agent, *Paying Agent/Registrar* or *Registrar* shall mean the agent appointed pursuant to **Section 3**, or any successor to the agent.

Paying Agent/Registrar Agreement shall mean the agreement authorized to be entered into by **Section 3**, as from time to time amended, restated, supplemented or otherwise modified.

Pledged Revenues shall mean (i) the Net Revenues, plus (ii) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged to the payment of any Senior Lien Obligations, and excluding those revenues excluded from Gross Revenues.

Previously Issued Senior Lien Obligations shall mean (i) the outstanding and unpaid obligations of the City that are payable solely from and equally and ratably secured by a first lien on and pledge of the Net Revenues of the System, identified as follows:

(1) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2004", dated January 15, 2004, and issued in the original principal amount of $10,337,595.90;

(2) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2015," dated January 15, 2015, and issued in the original principal amount of $26,870,000;

(3) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2016," dated March 1, 2016, and issued in the original principal amount of $62,235,000;

(4) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2018, dated April 1, 2018, and issued in the original principal amount of $45,200,000;

(5) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2020," dated May 1, 2020, and issued in the original principal amount of $88,100,000;

(6) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2021," dated July 1, 2021, and issued in the original principal amount of $68,250,000;

(7) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2022," dated July 1, 2022, and issued in the original principal amount of $73,855,000;

(8) "City of New Braunfels, Texas, Utility System Revenue Bonds, Series 2022A," dated September 1, 2022, and issued in the original principal amount of $40,000,000;

(9) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2024," dated January 15, 2024, and issued in the original principal amount of $118,745,000;

(10) "City of New Braunfels, Texas, Utility System Revenue Refunding Bonds, Series 2025," dated May 15, 2025, and issued in the original principal amount of $82,590,000;

(11) "City of New Braunfels, Texas, Utility System Revenue and Refunding Bonds, Series 2026," dated May 15, 2026, and issued in the original principal amount of $295,795,000;

(12) "City of New Braunfels, Texas, Utility System Revenue Bonds, Taxable Series 2026A (Texas Water Development Board - Drinking Water State Revolving

Fund Lead Service Line Replacement Program)," dated June 1, 2026, and issued in the original principal amount of $490,000;

and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues and/or Net Revenues of the System as determined by the City Council in accordance with any applicable law.

Project Costs shall mean all costs and expenses incurred in relation to Eligible Projects, including without limitation design, planning, engineering and legal costs, acquisition costs of land, interests in land, right-of-way and easements, construction costs, costs of machinery, equipment, and other capital assets incident and related to the operation, maintenance, and administration of an Eligible Project, financing costs, including interest during construction and thereafter, underwriter's discount and/or fees, legal, financial, and other professional services, and reimbursement for such Project Costs attributable to Eligible Projects incurred prior to the issuance of any Program Notes.

Regulations shall mean all applicable temporary, proposed and final regulations and procedures promulgated under the Code or the Internal Revenue Code of 1954, to the extent applicable to the Code.

Related Documents shall have the meaning set forth in the Note Purchase Agreement.

Schedule of Authorized Installment Deliveries shall mean the schedule attached to the Initial Note and maintained by the Paying Agent/Registrar evidencing the terms of each Authorized Installment delivered to the Bank.

Senior Lien Obligations shall mean, collectively, the currently outstanding Previously Issued Senior Lien Obligations, and any Additional Senior Lien Obligations hereafter issued by the City.

Senior Lien Obligations Ordinances shall mean the City ordinances authorizing the currently outstanding Previously Issued Senior Lien Obligations, and any Additional Senior Lien Obligations hereafter issued by the City.

Similarly Secured Notes shall mean the Program Notes, the Commercial Paper Notes and any bonds or other obligations of the City payable, in whole or in part, from and secured by a parity lien on and pledge of Pledged Revenues.

Special Project shall mean to the extent permitted by law, any water, sanitary sewer, wastewater or electric light and power system property, improvement, or facility declared by the City, upon the recommendation of the Board, not to be part of the System, for which the costs or acquisition, construction, and installation are paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes, Pledged Revenues, or Net Revenues and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes, Pledged Revenues, or Net Revenues, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment

or repayment of such costs of acquisition, construction and installation under such financing transaction.

Subordinate Lien Obligations shall mean any bonds, notes, warrants, certificates of obligation, or other Debt issued from time to time by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of the outstanding Senior Lien Obligations issued from time to time by the City and which obligations are on a parity with the Program Notes and the Commercial Paper Notes, and, in addition to the Program Notes and the Commercial Paper Notes includes:

(1) "City of New Braunfels, Texas, Utility System Program Notes, Taxable Series 2021," issued in the maximum principal amount of $75,000,000.

Subordinate Lien Obligations Ordinances shall mean the City ordinances authorizing the currently outstanding Subordinate Lien Obligations, and any Additional Subordinate Lien Obligations hereafter issued by the City.

Stated Amount shall mean, initially, $[25,005,000], the maximum amount that is available to be drawn on the Financial Security on the Closing Date, as adjusted from time to time in accordance with the terms of the Note Purchase Agreement and the Financial Security.

System shall mean the City's waterworks, sanitary sewer and electric light and power systems and all properties, real, personal, mixed or otherwise now owned or hereafter acquired by the City through purchase, construction or otherwise and used in connection with said System and in any wise appertaining thereto, whether situated within or without the limits of the City.

Terms not defined by, but used in, the Ordinance shall have the meanings given in the Note Purchase Agreement, as the context requires.

The authorized amount of Program Notes to be issued and sold shall be limited to the Maximum Available Amount.

In accordance with the provisions of Chapter 1371, council delegates to each Authorized Representative the authority to affect the issuance and sale of Program Notes and any adjustments to the Stated Amount pursuant to Section [2.1] of the Note Purchase Agreement, all within certain specified parameters set forth in the Ordinance. The sale of Program Notes on the terms determined by an Authorized Representative is in the best interests of the City.

If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 2. **AUTHORIZATION – DESIGNATION – PRINCIPAL AMOUNT - PURPOSE**. Acting under authority of the Act, council authorizes the issuance of Program Notes designated the "**CITY OF NEW BRAUNFELS, TEXAS, UTILITY SYSTEM REVENUE PROGRAM NOTES, TAXABLE SERIES**". The Program Notes shall be issued as fully

registered notes, payable to the Bank, and may be issued from time to time and in an aggregate principal amount not to exceed [**TWENTY FIVE MILLION FIVE THOUSAND] DOLLARS ($[25,005,000])** for the purpose of financing Project Costs of Eligible Projects all in accordance with the Act and the terms, conditions, and limitations contained in this Ordinance.In connection with the issuance of the Financial Security and the execution of the Note Purchase Agreement, an Initial Note shall be issued on the Original Issue Date in an amount equal to the Maximum Available Amount, reflecting the maximum principal amount of the Program Notes that may be issued, under this Ordinance for the purpose of evidencing Authorized Installments and all other obligations of the City under the Note Purchase Agreement; all in accordance with and subject to the terms, conditions and limitations contained in the Ordinance and the Note Purchase Agreement. The Initial Note shall, after approval by the Attorney General of the State of Texas and registration by the Comptroller of Public Account of the State of Texas, be held by the Paying Agent/Registrar.

The initial Authorized Installment of the Program Notes in the amount of $[5,000] delivered on the Original Issue Date shall be dated as of Original Issue Date. An Authorized Installment of the Program Notes delivered after the Original Issue Date shall be dated as of its Issue Date. The Authorized Installments of the Program Notes shall bear interest as determined in the Note Purchase Agreement from the Issue Date of an Authorized Installment of the Program Notes until payment of the principal amount thereof at maturity or prior redemption or prepayment.

Subject to applicable terms, limitations, and procedures contained herein, after the delivery of the initial Authorized Installment, Authorized Installments of the Program Notes may be purchased and issued pursuant to the terms of the Note Purchase Agreement in consideration of and in the amount of, any draw upon the Financial Security by ERCOT, reflecting payment by the Bank of the purchase price of such Authorized Installments concurrently upon payment to ERCOT, on behalf of the City, pursuant to such draw upon the Financial Security. No Authorized Installments may be issued after the end of the Authorized Installment Draw Period, and no Authorized Installment may be issued in an amount that exceeds the Maximum Available Amount in effect as of the date of the applicable draw on the Financial Security; provided that the aggregate principal amount of all Authorized Installments issued and delivered under this Ordinance may at times exceed the then applicable Maximum Available Amount due to a reduction in such amount subsequent to the issuance of Authorized Installments pursuant to the terms of the Financial Security, if provided for by the Financial Security. The City shall promptly notify the Paying Agent/Registrar of any changes to the Maximum Available Amount made pursuant to the Note Purchase Agreement and of the end of the Authorized Installment Draw Period, provided that the Paying Agent/Registrar may alternatively receive actual notice of such events from the Bank.

The authority to issue Authorized Installments from time to time under the provisions of the Ordinance shall exist during the Authorized Installment Draw Period until the Latest Draw Date, regardless of whether prior to the Latest Draw Date there are at any time no outstanding Program Notes.

In connection with the refinancing or refunding of outstanding Program Notes, Senior Lien Obligations, Commercial Paper Notes, and any other authorized obligations of the System, including accrued interest, the Program Notes, Senior Lien Obligations, Commercial Paper Notes, and any other authorized obligations of the System shall qualify as "obligations", as defined in the Act, at the time any refinancing or refunding occurs. The refunding or refinancing, other than a

simultaneous refunding, of Program Notes, Senior Lien Obligations, Commercial Paper Notes, and other obligations of the System, to the extent then required by applicable law, shall be by means of a gross defeasance established at the time of the issuance of the refunding Program Notes, and the selection of Program Notes, Senior Lien Obligations, Commercial Paper Notes, and any other authorized obligations of the System to be so refunded or refinanced shall be made in the manner council determines.

SECTION 3. **TERMS APPLICABLE TO THE PROGRAM NOTES**. Subject to the limitations contained in the Ordinance, the Initial Note shall be dated as of the Original Issue Date and each Authorized Installment shall be dated as of their Issue Date; shall bear interest in accordance with the terms of the Note Purchase Agreement; and all Program Notes shall be issued on or before the Latest Draw Date and shall mature no later than the Maximum Maturity Date.

Subject to applicable terms, limitations and procedures contained in this Ordinance, after delivery of the Initial Authorized Installment, Authorized Installments may be purchased and issued pursuant to the terms of the Note Purchase Agreement in consideration of and in the amount of, any draw upon the Financial Security by ERCOT, reflecting payment by the Bank of the purchase price of such Authorized Installment concurrently upon payment to ERCOT, on behalf of the City, pursuant to such draw upon the Financial Security.

The Bank shall give notice to the City, NBU, and the Paying Agent/Registrar of any draw upon the Financial Security by ERCOT, provided such notice is not required for the issuance of an Authorized Installment. The Paying Agent/Registrar shall issue and deliver an Authorized Installment in the principal amount of any draw on the Financial Security to the Bank pursuant to the terms of this Ordinance and the Note Purchase Agreement by noting the issuance of such Authorized Installment on the Schedule of Authorized Installment Deliveries attached to the Initial Note; provided, however, in consideration of the delivery of the Financial Security and the unconditional obligation of the Bank thereunder, any particular Authorized Installment corresponding to the related draw of the Financial Security is deemed purchased and issued to the Bank on the date of such drawing.

Council confirms that [_____] shall serve Paying Agent/Registrar for the Program Notes, and the City covenants to keep and maintain with the Registrar at its Designated Office books and records (Registration Books) for the registration, payment, transfer and exchange of the Program Notes, all as provided in the Ordinance and reasonable rules and regulations as the Registrar may prescribe. The City covenants to maintain and provide a Registrar at all times while the Program Notes are outstanding, which shall be a national or state banking association or corporation or trust company organized and doing business under the laws of the United States of America or of any state and authorized under its laws to exercise trust powers. Any successor Paying Agent/Registrar shall be appointed in accordance with the Note Purchase Agreement. Should a change in the Paying Agent/Registrar for the Program Notes occur, the City agrees to promptly cause a written notice to be (i) sent to the Bank and to each registered owner of the Program Notes then outstanding by United States mail, first-class postage prepaid, and (ii) published in a financial publication, newspaper, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*), once during each calendar week for at least two

calendar weeks; provided, however, publication of notice is not required if notice is sent to each Holder of the Program Notes. The notice shall give the address of the successor Paying Agent/Registrar. Council may appoint a successor Paying Agent/Registrar without the consent of the Holders.

The Program Notes shall be issued in registered form, without coupons; provided, however, Program Notes may be registered to bearer. The principal of and interest on the Program Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder of the Program Note; principal is to be payable upon presentation and surrender of the Program Note at the Designated Office and interest is to be payable to the registered owner thereof (when registered other than to bearer) either (i) by check sent by United States mail, first-class postage prepaid, to the address of the registered owner appearing on the Registration Books of the City maintained by the Registrar or (ii) by any other method, acceptable to the Paying Agent/Registrar, requested by the Holder, including, without limitation, by wire transfer, but interest on a Program Note registered to bearer shall be payable only upon presentation of the Program Note at the Designated Office.

A copy of the Registration Books shall be provided to the City by the Paying Agent/Registrar, by means of telecommunications equipment or other means as are mutually agreed to, within two Business Days of either the opening of the Registration Books or any change in the Registration Books.

The City and the Paying Agent/Registrar may treat the bearer (in the case of Program Notes so registered) or the registered payee as the absolute owner of any Program Note for the purpose of receiving payment and for all purposes, and the City and the Paying Agent/Registrar shall not be affected by any notice or knowledge to the contrary.

SECTION 4. **AUTHORIZED INSTALLMENTS**. Authorized Installments of the Program Notes other than the Initial Authorized Installment are authorized to be issued and sold from time to time, but not later than the Latest Draw Date, in consideration of and in the amount of, any draw upon the Financial Security by ERCOT, and to mature and become due and payable, subject to earlier redemption as provided in the Note Purchase Agreement, on the dates as an Authorized Representative shall determine at the time of sale and issuance; provided, however, that no Authorized Installments shall (i) mature after the Maximum Maturity Date, (ii) have a term in excess of ninety (90) days or (iii) be issued in a manner that would cause the City to violate the covenants set forth in **Section 7**. Interest, if any, on Authorized Installments shall be payable at maturity with principal or as otherwise provided in the Note Purchase Agreement.

An Authorized Representative will notify the Bank of each new issuance of an Authorized Installment and confirm that at the time of the new issuance (after giving effect to the new issuance), the aggregate principal amount of Program Notes issued does not exceed $[25,005,000].

SECTION 5. **ISSUANCE AND SALE OF PROGRAM NOTES.**

(a) *Delegation to Authorized Representative*. As authorized by Chapter 1371 and this Ordinance, each Authorized Representative is hereby authorized to act on behalf of the City in selling and delivering the Program Notes, including the Authorized Installments, and carrying out

the other procedures specified in this Ordinance, including determining and fixing (i) the Original Issue Date of the Program Notes, (ii) the principal amount of the initial Authorized Installment, (iii) the price at which the Program Notes will be sold, (iv) the date or dates in which the Program Notes will mature, (v) the aggregate principal amount to mature on any such date or dates, (vi) the aggregate principal amount of Program Notes, (vii) the rate of interest to be borne by the Program Notes, (viii) the interest dates and payment periods, (ix) the dates, price, and terms, if any, upon and at which the Program notes shall be subject to redemption or prepayment prior to maturity at the option of the City, (x) the dated dates of the Initial Note and the initial Authorized Installment of the Program Notes delivered on the Original Issue Date, (xi) any adjustments to the Stated Amount pursuant to Section [2.1] of the Note Purchase Agreement, and (xii) all other matters relating to the issuance, sale, and delivery of the Program Notes and the delivery of the Note Purchase Agreement; provided that (A) the price to be paid for the Program Notes shall not be less than 100% of the aggregate original principal amount thereof plus accrued interest thereon from their date to their delivery and (B) none of the Program Notes shall bear interest at a rate greater than the Maximum Interest Rate. It is further provided, however, that, notwithstanding the foregoing provisions, the Initial Note shall not be delivered unless prior to delivery, the Program Notes have been rated by a nationally recognized rating agency for municipal securities (I) in one of the four highest rating categories for long-term obligations or (II) in one of the three highest rating categories for short-term obligations, as required by Chapter 1371.

(b) *Completion of Authorized Installments*. Authorized Installments shall be completed and issued by the Paying Agent/Registrar in accordance with telephonic, electronic or written instructions of the Authorized Representative and the Paying Agent/Registrar Agreement. To the extent instructions are not written, they shall be confirmed in writing by the Authorized Representative within twenty-four (24) hours. The instructions shall specify the Authorized Installments to be issued and the principal amounts corresponding to the Authorized Installment with respect to the related draw on the Financial Security, the dates of issue, and the maturity (which shall be the earlier of 90 days from the related date of issuance and the Maximum Maturity Date). The instructions shall include the purchase price of the Authorized Installment and a request that the Paying Agent/Registrar register the Authorized Installment in the registration books maintained by the Paying Agent/Registrar, including evidencing the issuance of the Authorized Installment on the Schedule of Authorized Installment Deliveries attached to the Initial Note.

(c) *Execution of Note Purchase Agreement*. Upon its execution and delivery, the Note Purchase Agreement is in full force and effect and loans may be made in accordance with the terms of the Note Purchase Agreement.

SECTION 6. **PROCEEDS OF SALE OF PROGRAM NOTES**. The proceeds of the sale of the Initial Authorized Installment shall be applied by an Authorized Representative to pay a portion of the costs of the issuance of the Program Notes. Proceeds relating to any other Authorized Installment corresponding to a draw on the Financial Security by ERCOT will be for the payment, on behalf and for the benefit of the City, of the Project Costs of Eligible Projects.

SECTION 7. **LIMITATION ON ISSUANCE**. Unless council amends the Ordinance in accordance with the provisions of **Section 32**, the City covenants that there will not be issued under the Ordinance more than $[25,005,000] in aggregate principal amount of Program Notes. For purposes of this **Section 7** any portion of outstanding Program Notes to be paid from money on

deposit in the Note Payment Fund, and available proceeds of Program Notes or Bonds shall not be considered outstanding on that day. The City shall not direct the Paying Agent/Registrar to issue Program Notes that mature after the Maximum Maturity Date.

While the Note Purchase Agreement is in effect and supports the payment of the principal amount of the Program Notes, the City covenants and agrees that the total principal amount of all Program Notes shall not exceed the Maximum Available Amount.

SECTION 8. **PUNCTUAL PAYMENT**. The City will punctually pay or cause to be paid the principal of and interest on the Program Notes (but only from the sources pledged by the Ordinance), in conformity with the Note Purchase Agreement, as applicable.

SECTION 9. **PAYMENT AND PERFORMANCE ON BUSINESS DAYS**. Whenever under the terms of the Ordinance or the Program Notes, the performance date of any of their provisions, including the payment of principal of or interest on the Program Notes, shall occur on a day other than a Business Day, then performance, including the payment of principal of and interest on the Program Notes, need not be made on that day but may be performed or paid on the next succeeding Business Day with the same force and effect as if made on that day.

SECTION 10. **FORM OF INITIAL NOTE**. The Initial Note and the Certificate of Authentication to appear on the Initial Note shall be substantially in the form set forth in **Exhibit A**, with appropriate insertions, omissions, substitutions and other variations as are permitted or required by the Ordinance, and may have letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and legends and endorsements as may be approved by an Authorized Representative. The Initial Note shall be printed, lithographed, or engraved or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Representative.

SECTION 11. **EXECUTION - AUTHENTICATION**. Under authority granted by Section 1371.055, Texas Government Code, the Initial Note shall be executed on behalf of the City by the Mayor, and attested by the City Secretary under its seal reproduced or impressed thereon, all as provided in **Section 10**. The signatures appearing on the Initial Note may be manual or facsimile. The Initial Note bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of passage of the Ordinance are duly executed on behalf of the City, regardless of whether any individual ceases to hold office at the time of the initial sale and delivery of the Initial Note or at the time Authorized Installments are delivered in future sales, exchanges and transfers, all as authorized and provided in Section 1371.055 and Chapter 1206, Texas Government Code.

No Initial Note shall be entitled to any right or benefit under the Ordinance, or be valid or obligatory for any purpose, unless there appears on the Initial Note a certificate of authentication executed by the Paying Agent/Registrar by manual signature, and the execution of any Initial Note by the Paying Agent/Registrar is the only evidence necessary for the Initial Note to be duly certified or registered and delivered.

SECTION 12. **NOTES MUTILATED, LOST, DESTROYED OR STOLEN**. If any Program Notes shall become mutilated, the City, at the expense of the Holder of the Program Note, shall execute and deliver a new Program Note of like tenor and number in exchange and substitution for the Program Note so mutilated, but only upon surrender to the City of the Program Note so mutilated. If any Program Note shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the City and, if evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the owner, shall execute and deliver a new Program Note of like tenor in lieu of and in substitution for the lost, destroyed or stolen Program Note. Neither the City nor the Paying Agent/Registrar shall be required to treat both the original Program Note and any duplicate Program Note as being outstanding for the purpose of determining the principal amount of Program Notes which may be issued hereunder, but both the original and the duplicate Program Note shall be treated as one and the same.

SECTION 13. **NEGOTIABILITY, REGISTRATION AND EXCHANGEABILITY**. The obligations issued under the Ordinance, including the Initial Note, shall be, and shall have all of the qualities and incidents of, a negotiable instrument under the laws of the State of Texas, and each successive Holder, in accepting any obligation, agrees that the obligations shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

The Registration Books relating to the registration, payment and transfer or exchange of the Program Notes shall at all times be kept and maintained by the City at the Designated Office of the Registrar, and the Registrar shall obtain, record and maintain in the Registration Books the name and address of each registered owner of the Program Notes, except for Program Notes registered to bearer, issued under the Ordinance, and the Registrar shall provide the information to the City as described in **Section 3**. Any Program Note may, in accordance with its terms and the terms of the Ordinance, be transferred or exchanged for Program Notes of like tenor and character upon the Registration Books by the Holder in person or by its duly authorized agent, upon surrender of the Program Note to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by its duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Program Note at the Designated Office of the Registrar, the Registrar shall register and deliver, in the name of each designated transferee (or to bearer, as appropriate), one or more new Program Notes executed on behalf of, and furnished by, the City of like tenor and character and having the same maturity, bearing interest at the same rate or rates and of a like aggregate principal amount as the Program Note or Program Notes surrendered for transfer.

Program Notes may be exchanged for other Program Notes of like tenor and character and having the same maturity, bearing the same rate or rates of interest and of like aggregate principal amount as the Program Notes surrendered for exchange, upon surrender of the Program Notes to be exchanged at the Designated Office of the Registrar. Whenever any Program Notes is surrendered for exchange, the Registrar shall register and deliver new Program Notes of like tenor and character as the Program Notes exchanged, executed on behalf of, and furnished by, the City to the Holder requesting the exchange.

The City and the Registrar may charge the Noteholder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first exchange or transfer. The Registrar or the City may also require payment from the Holder of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. These charges and expenses shall be paid before a new Program Note shall be delivered.

New Program Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Program Notes surrendered, shall be secured by the Ordinance and shall be entitled to all of the security and benefits of the Ordinance to the same extent as the Program Notes surrendered.

The City reserves the right to change the registration and transferability provisions of the Program Notes at any time on or prior to the delivery of Program Notes in order to comply with applicable laws and regulations of the United States in effect at the time of their issuance.

SECTION 14. **CANCELLATION**. All Program Notes which at maturity are surrendered to the Paying Agent/Registrar for the collection of the principal and interest due and payable or are surrendered for transfer or exchange pursuant to the provisions of the Ordinance shall be cancelled by the Paying Agent/Registrar, and the Paying Agent/Registrar shall transmit to the City a certificate identifying the Program Notes that have been duly cancelled and destroyed.

SECTION 15. **FISCAL AND OTHER AGENTS**. The City may from time to time appoint and provide for the payment of additional fiscal, paying or other agents and trustees as council determines are necessary or appropriate in connection with the Program Notes.

SECTION 16. **NOTE PAYMENT FUND**. The creation, establishment and maintenance of a separate and special fund designated as the "**City of New Braunfels, Texas, Utility System Revenue Taxable Program Note Payment Fund**" (Note Payment Fund) with the Paying Agent/Registrar is confirmed. Moneys on deposit in the Note Payment Fund shall be used to pay the principal of and interest on Program Notes as the same shall become due and payable as provided in the Ordinance and the Note Purchase Agreement to repay any Authorized Installment and any other obligations of the City to the Bank under the Note Purchase Agreement (as evidenced by the Initial Note).

Pending the expenditure of moneys in the Note Payment Fund for authorized purposes, moneys deposited therein may be invested at the direction of the Chief Financial Officer of NBU or the designee thereof in Eligible Investments; provided, that moneys received by the City under the terms of the Note Purchase Agreement and moneys received in connection with a rollover of Program Notes shall remain uninvested.

SECTION 17. **PLEDGE; PAYMENTS**. The Program Notes and any obligations of the City to the Bank under the Note Purchase Agreement (including the Initial Note) are obligations of the City payable from and secured solely by the pledged funds pursuant to this Ordinance. The City agrees to make payments into the Note Payment Fund at the times and in the amounts as are necessary to provide for the full payment of the principal of and the interest on the Program Notes when due, and the repayment of Authorized Installments made under and pursuant to the Note

Purchase Agreement and any obligations of the City to the Bank under the Note Purchase Agreement.

To provide security for the payment of the principal of and interest on the Program Notes as the same shall become due and payable and any other amounts due and owing under the Note Purchase Agreement, the City grants a lien on and pledge of, subject only to the provisions of the Ordinance permitting the application of the sources listed for purposes and on the terms and conditions set forth in the Ordinance, (i) the proceeds from the sale of Bonds issued and to be used to pay outstanding Program Notes, (ii) the amounts held in the Note Payment Fund until those amounts are used for authorized purposes, and (iii) the Pledged Revenues of the System, however, (a) on a parity with the lien and pledge securing the payment of the Program Notes made under and pursuant to the Note Purchase Agreement and all other amounts payable by the City under the Note Purchase Agreement and the Similarly Secured Notes, and (b) subordinate to the lien on and pledge securing the payment of Senior Lien Obligations. Council declares that the principal of and interest on the Program Notes and any other amounts due under the Note Purchase Agreement shall be and are hereby equally and ratably secured by and payable from a lien on and pledge of the sources identified in clauses (i), (ii), and (iii) subject and subordinate only to the exceptions noted above.

To provide security for the payment of the principal of and interest on the Program Notes and any other amounts payable under the Note Purchase Agreement as the same shall become due and payable, the City grants a lien on and pledge of the Pledged Revenues, subject only to the provisions of the Ordinance permitting the application of Pledged Revenues for purposes and on the terms and conditions set forth in the Ordinance; however, this lien on and pledge of the Pledged Revenues, and the lien and pledge securing the Program Notes is subordinate only to the lien on and pledge of the Pledged Revenues securing the payment of Senior Lien Obligations and the debt service and reserve funds relating to the Senior Lien Obligations, and being on a parity and of equal dignity with the lien and pledge securing the payment of the Program Notes and the Similarly Secured Notes. As provided in Chapter 1208, Texas Government Code, the lien is valid, binding and fully perfected on the passage of the Ordinance without physical delivery or transfer of control of the Pledged Revenues, the filing of the Ordinance or any other act.

The City intends to refinance Program Notes issued from time to time pursuant to the terms of the Ordinance through the issuance of refunding bonds issued under authority of Chapter 1207, Texas Government Code, and the Program Notes so refunded shall be treated as having the intended terms and payment schedule of the refunding bonds issued under Chapter 1207, Texas Government Code, as provided in Section 1371.057(c), Texas Government Code.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Program Notes and the pledge of the Pledged Revenues granted by the City under this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Program Notes are outstanding or any amount is owing under the Note Purchase Agreement such that the pledge of the Pledged Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then to preserve to the Noteholders and the Bank the perfection of the security interest in the pledge, the City agrees to take measures as it determines are reasonable and necessary under Texas law to comply with the

applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in the pledge to occur.

SECTION 18. **FUNDS SECURED**. Moneys in all funds and accounts, to the extent not invested, shall be secured in the manner prescribed by law for securing moneys of the City.

SECTION 19. **NOTE PURCHASE AGREEMENT**. The Note Purchase Agreement, including, without limitation, the form of Financial Security attached thereto, substantially in the form attached to the Ordinance as **Exhibit B**, is hereby approved, and shall be entered into with the Bank. Each Authorized Representative is authorized to execute and deliver the Note Purchase Agreement and the other Related Documents (as defined in the Note Purchase Agreement), and to take such other actions as shall be required under the Note Purchase Agreement in connection with the issuance of the Financial Security. The Note Purchase Agreement shall constitute a "credit agreement" under Chapter 1371. Each Authorized Representative is hereby authorized to take such action to effectuate the intent of the Note Purchase Agreement, including finalizing the Note Purchase Agreement and making certain non-substantive amendments to the Note Purchase Agreement, including any adjustments to the Stated Amount pursuant to Section [2.1] of the Note Purchase Agreement.

SECTION 20. **ORDINANCE TO CONSTITUTE A CONTRACT; EQUAL SECURITY**. In consideration of the acceptance of the Program Notes by those who shall hold the same from time to time, the Ordinance constitutes a contract between the City and the Holders from time to time of the Program Notes and the Bank and the pledge made in the Ordinance by the City and the covenants and agreements set forth in the Ordinance to be performed by the City shall be for the equal and proportionate benefit, security and protection of all Holders of the Program Notes and the Bank, without preference, priority or distinction as to security or otherwise of any of the Program Notes authorized by the Ordinance over any of the others by reason of time of issuance, sale or maturity or otherwise for any cause, except as expressly provided in or permitted by the Ordinance or, with respect to the Program Notes, the Note Purchase Agreement.

SECTION 21. **APPLICATION OF PRIOR COVENANTS**. The covenants and agreements (to the extent the same do not conflict with the covenants and agreements in the Ordinance) contained in the ordinances authorizing the issuance of the Senior Lien Obligations are incorporated by reference into the Ordinance and are for the benefit and protection of the Bank and its rights under and pursuant to the Note Purchase Agreement in like manner as applicable to the Senior Lien Obligations; provided, however, in the event of any conflict between the terms, covenants and agreements contained in the Ordinance and the terms, covenants and agreements contained in the ordinances authorizing the issuance of the Senior Lien Obligations, the provisions of the ordinances authorizing the issuance of the Senior Lien Obligations shall control.

SECTION 22. **RATES AND CHARGES**. The City hereby agrees and reaffirms its covenants to the holders of the Senior Lien Obligations and covenants to the Bank that it will at all times maintain rates and charges for the services furnished, provided, and supplied by the System which shall comply with the provisions of ordinances authorizing the issuance of the

Senior Lien Obligations, be reasonable and non-discriminatory and produce Gross Revenues in each Fiscal Year from the System sufficient:

(a) to pay the Maintenance and Operating Expenses;

(b) to produce Net Revenues sufficient to pay (i) the principal of and interest on the Senior Lien Obligations and to make all required payments to the special funds or accounts created for the payment and security of the Senior Lien Obligations and (ii) the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Senior Lien Obligations and any other obligations or evidences of indebtedness issued or incurred that are payable from and equally and ratably secured solely by a first lien on and pledge of the Net Revenues;

(c) to produce Net Revenues, together with any other lawfully available funds (including the proceeds of Debt which the City expects will be utilized to pay all or part of the principal and/or interest on any obligations described in this subsection (c)), sufficient to pay the principal of and interest on any Subordinate Lien Obligations and any Additional Subordinate Lien Obligations and the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Subordinate Lien Obligations, any Additional Subordinate Lien Obligations; and

(d) to pay any other Debt payable from the Net Revenues and/or secured by a lien on the System.

SECTION 23. **SYSTEM FUNDS**. Pursuant to **Section 21** hereof, the City hereby reaffirms its covenant to the holders of the currently outstanding Senior Lien Obligations and hereby covenants with respect to the Holders of the Notes, that all Gross Revenues shall be deposited as received by the Board in the "City of New Braunfels, Texas, Utility System Fund" (as established by the Senior Lien Obligations Ordinances and hereinafter referred to as the *System Fund*), which shall be maintained at a Depository and kept separate and apart from all other funds of the City and the Board, and monies in the System Fund shall be applied as provided in the Senior Lien Obligations Ordinances. The City covenants to the Holders of the Notes and to the Bank, as follows:

(a) The Board, on behalf of the City, shall make the deposits and payments from the Pledged Revenues and/or Net Revenues in the System Fund when and as required by the Senior Lien Obligations Ordinances, and such deposits shall be made in the order and with the priorities set forth in the Senior Lien Obligations Ordinances. All Net Revenues to be applied by the Board for the payment of (i) principal and/or interest on any Program Notes or (ii) principal and/or interest on any Program Notes and amounts from time to time due and owing under the Note Purchase Agreement (which are considered Subordinate Lien Obligations), shall be deposited into the Note Payment Fund for the payment of principal of and/or interest on Program Notes when due and to the Program Note Fund (being the fund created and established under Subsection (b) below), if and when necessary, to pay when due those City obligations specified in Subsection (b) below.

(b) There is hereby created and there shall be established and maintained on the books of the Board at a Depository a separate fund to be known as the "Program Note Fund" for the sole benefit of the Program Notes and the Bank under the Note Purchase Agreement. All Net Revenues, to be applied by the Board in the manner specified in Subsection (a) above, for the payment, when due, of principal of and/or interest on the Program Notes and amounts owed from time to time under the Note Purchase Agreement shall be deposited into the Program Note Fund.

The City hereby authorizes, within the Program Note Fund and at the direction of an Authorized Representative, the creation and establishment of one or more accounts to provide for one account to relate each series with respect to which the City has entered into the Note Purchase Agreement.

SECTION 24. **BONDS**. The City hereby acknowledges that the Program Notes are being issued as bond anticipation notes, and the City in good faith shall endeavor to sell a sufficient principal amount of Bonds in order to have funds available, together with other available moneys, to pay the principal and interest on the Program Notes, or any renewals of the Program Notes, as the same shall become due, and any other amounts due under the Note Purchase Agreement. The City does not reasonably expect to pay the principal and interest on the Program Notes with Pledged Revenues.

SECTION 25. **COMPLIANCE WITH SENIOR LIEN OBLIGATIONS ORDINANCES AND OTHER DOCUMENTS**. The City will comply with the terms and provisions of the ordinances authorizing the Senior Lien Obligations, and any other ordinance or contract to which the City is a party, the non-compliance with which would materially adversely affect the ability of the City to make payments on the Program Notes when due.

SECTION 26. **TAXABLE PROGRAM NOTES NOT TAX EXEMPT**. The Program Notes are not obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation.**ONGOING CONTINUING DISCLOSURE COVENANT**. To the extent required by the provisions of Rule 15c2-12 (Rule) promulgated by the U.S. Securities and Exchange Commission, the City agrees to enter into an agreement to file financial information and operating data with respect to the Program Notes with the Electronic Municipal Marketplace Access (EMMA) system administered by the MSRB. The City agrees to provide the Bank a written copy of the City's continuing disclosure undertaking filings in connection with its Separate Lien Electric Utility Obligations that it files with the MSRB.

SECTION 28. **EVENTS OF DEFAULT**. If one or more of the following events shall occur:

(a) if default in the due and punctual payment of any installment of principal of and interest on any Program Note occurs, when and as the same shall become due and payable, whether at maturity or otherwise;

(b) an "Event of Default" shall have occurred and be continuing under the Note Purchase Agreement;

(c) if default by the City in the performance or observance of any other of the covenants, agreements or conditions on its part in the Ordinance or in the Program Notes occurs, and the default shall continue for a period of sixty (60) days after written notice has been received by the City from the Bank, a Holder of the Program Notes, or the Paying Agent/Registrar; provided, however, if the default cannot be cured within the sixty (60) day period but corrective action to cure the default is commenced and diligently pursued by the City until the default is corrected, the default shall not be an Event of Default; and provided, further, that so long as the Agreement is in effect and the Bank has not failed to honor a properly presented and conforming request for an Authorized Installment under the Agreement, no Event of Default shall be deemed to have occurred under this clause (c) unless the notice provided above to the City has been consented to in writing by the Bank;

(d) if there shall occur the dissolution (without a successor being named to assume the rights and obligations) or liquidation of the City or the filing by the City of a voluntary petition in bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for the adjustment of its debts instituted under the provisions of the Bankruptcy Code, as amended, or under any similar act in any jurisdiction which may is in effect or enacted; or

(e) if an order or decree shall be entered, with the consent or acquiescence of the City, appointing a receiver or receivers of the System, or any part of the System, or of the rents, fees, charges or other revenues of the System, or if an order or decree, having been entered without the consent or acquiescence of the City shall not be vacated or discharged or stayed within ninety (90) days of its entry;

then any event described above is an "Event of Default" under the Ordinance.

SECTION 29. **SUITS AT LAW OR IN EQUITY AND MANDAMUS**. In case any Event of Default occurs, then the Bank and the Holder of any Program Note at the time outstanding is entitled to proceed to protect and enforce its rights by appropriate judicial proceeding as the Holder or the Bank, respectively, determines most effectual to protect and enforce its rights, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in the Ordinance, or in aid of the exercise of any power granted in the Ordinance, or to enforce any other legal or equitable right vested in the Holders of Program Notes by the Ordinance or the Program Notes or by law. The provisions of the Ordinance shall be a contract with each and every Holder of Program Notes and the Bank, and the duties of the City shall be enforceable by any Noteholder or the Bank, respectively, by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

SECTION 30. **REMEDIES NOT EXCLUSIVE**. No remedy conferred upon or reserved to the Bank, or the Holders of Program Notes by the Ordinance is intended to be exclusive of any other remedy, and every remedy shall be cumulative, and may be exercised at any time or from time to time, and as often as may be necessary, by the Bank or the Holder of any one or more of the Program Notes.

SECTION 31. **RESERVATION OF RIGHT TO ISSUE ADDITIONAL SENIOR LIEN OBLIGATIONS, ADDITIONAL SUBORDINATE LIEN OBLIGATIONS**.

(a) Additional Senior Lien Obligations. The City hereby expressly reserves the right to hereafter issue Additional Senior Lien Obligations in accordance with the provisions of the Senior Lien Obligations Ordinances, payable from and secured by a lien on and pledge of the Net Revenues of the System prior in right and claim to the lien and pledge securing the payment of any Subordinate Lien Obligations or obligations with a pledge of the Net Revenues inferior and subordinate to the pledge of the Net Revenues to the Subordinate Lien Obligations.

(b) Additional Subordinate Lien Obligations. The City hereby reserves, the right to issue, at any time, obligations payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues, subordinate and inferior in rank and dignity to the lien on and the pledge of such Net Revenues securing the payment of the Senior Lien Obligations issued from time to time by the City or obligations with a pledge of the Net Revenues on a parity with or inferior and subordinate to the pledge of the Net Revenues to the Subordinate Lien Obligations, as may be authorized by the laws of the State of Texas.

SECTION 32. **AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF HOLDERS OF NOTES**. The Ordinance and the rights and obligations of the City and of the Holders of Program Notes may be modified or amended at any time by a supplemental ordinance, subject to the requirements of the Note Purchase Agreement, but only to the extent permitted by law, and, subject to the consent of the Bank and the Holders of the Program Notes:

(a) to add to the covenants and agreements of the City in the Ordinance, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City by the Ordinance;

(b) to increase the principal amount of Similarly Secured Notes that may be outstanding at any one time under the terms of the ordinances authorizing the issuance of Similarly Secured Notes, or to issue additional Program Notes or commercial paper notes under the Act;

(c) to cure any ambiguity or inconsistency, or to cure or correct any defective provision contained in the Ordinance, upon receipt by the City of an approving opinion of Bond Counsel, that the amendment is necessary or advisable, and will more clearly express the intent of the Ordinance;

(d) to supplement the security for the Notes, replace or provide additional credit or liquidity facilities, make changes, modifications or amendments as may be necessary or desirable in order to obtain the approval of the Ordinance by the Attorney General of Texas, as required by **Section 39**, or to obtain or maintain the granting of a rating on the Program Notes by a nationally recognized municipal bond rating agency, or change the form of the Program Notes, or make any other changes in the provisions that are necessary or desirable and which shall not materially adversely affect the security, rights or interests of the Bank or the Holders of the Program Notes;

provided, however, that no amendment to the Ordinance or of the Program Notes is permitted to:

(i) Make any change in the maturity of any outstanding Program Notes or the Initial Note;

(ii) Reduce the rate of interest borne by any outstanding Program Notes or the Initial Note;

(iii) Reduce the amount of the principal payable on any outstanding Program Notes or the Initial Note;

(iv) Modify the terms of payment of principal of or interest on the outstanding Program Notes or the Initial Note, or impose any conditions with respect to their payment;

(v) Affect the security, rights or interests of the Bank or the Holders of less than all of the outstanding Program Notes; or

(vi) Reduce or restrict the pledge made pursuant to **Section 17** for payment of the Program Notes or the Initial Note;

and provided, further, that no change, modification or amendment shall be made in the Ordinance or become valid and effective (i) without the approval of the change, modification or amendment by the Attorney General of the State of Texas, to the extent required by the Act, and (ii) without the prior written consent of the Bank (which, in the case of an amendment authorizing an increase in the principal amount of Program Notes at any one time outstanding, shall mean the written consent of the Bank providing, as of the effective date of the authority to issue additional Program Notes in excess of the maximum principal amount of Program Notes then authorized at any one time to be outstanding.

SECTION 33. **ADDITIONAL ACTIONS**. Any Authorized Representative, the City Secretary, and the other officers of the City, each are authorized, jointly and severally, to do any and all things and to execute and deliver any and all certificates, instruments and other documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Program Notes and to effectuate the purposes of the Ordinance, the Note Purchase Agreement, and the Paying Agent/Registrar Agreement. By passing the Ordinance, council authorizes the payment of the fees and expenses incurred and to be paid by the City in connection with the issuance, sale and delivery of the Program Notes and the execution and delivery of the Note Purchase Agreement, and the Paying Agent/Registrar Agreement, including, without limitation, fees of Rating Agencies.

SECTION 34. **LIMITATION OF BENEFITS WITH RESPECT TO THE ORDINANCE**. With the exception of the rights or benefits expressly conferred by the Ordinance, nothing expressed or contained in, or implied from the provisions of, the Ordinance or the Program Notes is intended or should be construed to confer upon or give to any person other than the City, the Holders of the Program Notes, the Bank, the Paying Agent/Registrar, and the parties to the Note Purchase Agreement, any legal or equitable right, remedy or claim under or by reason of or in respect to the Ordinance or any of its covenants, conditions, stipulations, promises, agreements or provisions. The Ordinance and all of the covenants, conditions, stipulations, promises,

agreements and provisions are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Holders of the Program Notes, the Paying Agent/Registrar, and the parties to the Note Purchase Agreement.

SECTION 35. **MANAGEMENT OF THE SYSTEM.** The complete management and control of the System during such time as any Debt is outstanding shall be vested in the Board pursuant to the provisions of Section 24 of the Senior Lien Obligations Ordinances which provisions are hereby incorporated by reference and Chapter 1502, as amended, Texas Government Code.

SECTION 36. **PAYING AGENT/REGISTRAR AGREEMENT**. The Paying Agent/Registrar Agreement by and between the City and [_____], relating to the Program Notes, substantially in the form to the Ordinance as **Exhibit C**, is approved as to form and content, and any Authorized Representative is authorized to execute the Paying Agent/Registrar Agreement for and on behalf of the City, and the City Secretary is authorized to place the City seal on the Paying Agent/Registrar Agreement. Any Authorized Representative is hereby authorized to enter into any supplemental agreement with the Paying Agent/Registrar or with any successor Paying Agent/Registrar in order to implement the functions of the Paying Agent/Registrar with respect to the Program Notes. Any successor Paying Agent/Registrar shall be a financial institution of recognized national standing organized and existing under the laws of the United States of America or the State of Texas and which has trust powers. The successor Paying Agent/Registrar shall have assumed the duties of the Paying Agent/Registrar to be replaced before it shall be relieved of the obligation to perform the duties as Paying Agent/Registrar, and the successor Paying Agent/Registrar shall have executed an agreement substantially in the same form and substance as the Paying Agent/Registrar Agreement approved by the Ordinance.

SECTION 37. **OPINION OF BOND COUNSEL**. The City shall cause the legal opinion of Bond Counsel as to the validity of the Program Notes to be furnished to any Holder without cost.

SECTION 38. **DELEGATION AUTHORITY**. Furthermore, though such parties may be identified, and the entry into a particular contract may be authorized, herein, pursuant to the Act, and any other applicable law, the City Council hereby delegates to any Authorized Representative the authority to independently select the counterparty to any contract that is determined by such party, NBU's Financial Advisor, or NBU's Bond Counsel to be necessary or incidental to the issuance of the Notes and which contract does not have a total value to such counterparty in excess of $1,000,000 (to include, with respect to the Notes, the Paying Agent/Registrar, any rating agency, and DTC) and, as necessary, to execute (now, heretofore, or hereafter) the same on behalf and as the act and deed of the City. As a result of the foregoing, any such contracts are exempt from the provisions of Section 2252.908, as amended, Texas Government Code.

SECTION 39. **APPROVAL OF ATTORNEY GENERAL**. The Authorized Representative shall submit the Ordinance and a transcript of proceedings to the Attorney General of the State of Texas for approval, as required by the Act. No Program Notes shall be sold or delivered by an Authorized Representative until the Attorney General of the State of Texas shall have approved the Ordinance, the Note Purchase Agreement and other agreements and proceedings as may be required by the Act. Council authorizes the payment of the fee of the Office

of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Program Notes, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

SECTION 40. **SECTION 2252.908, TEXAS GOVERNMENT CODE**. The City shall not execute the Note Purchase Agreement or the Paying Agency Agreement unless the each of the parties has confirmed to an Authorized Representative that either it (i) has made disclosure filings to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code or (ii) is exempt from making filings under Section 2252.908(c)(4), Texas Government Code. If clause (i) of this **Section 40** applies to any party, within 30 days of receipt of any such disclosure filing the filing will be acknowledged by the City in accordance with the rules of the Texas Ethics Commission.

SECTION 41. **SEVERABILITY**. If any one or more of the covenants, agreements or provisions contained in the Ordinance shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason be held invalid, then those covenants, agreements or provisions shall be null and void and shall be separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions of, or of the Notes issued under, the Ordinance.

SECTION 42. **CITY'S CONSENT TO PROVIDE INFORMATION AND DOCUMENTATION TO THE TEXAS MAC**. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Representative, NBU's Bond Counsel, and/or NBU's Financial Advisor to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Program Notes. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Program Notes.

SECTION 43. **EFFECTIVE DATE**. The Ordinance is passed on one reading as authorized by Section 1201.028, Texas Government Code, and is effective immediately upon its passage.

PASSED AND APPROVED this ___ day of June, 2026.

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Mayor

ATTEST: _____

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

(CITY SEAL)

EXHIBIT A

Form of Program Note:

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF NEW BRAUNFELS, TEXAS,
UTILITY SYSTEM REVENUE
PROGRAM NOTE, TAXABLE
SERIES

No.: _____
Maximum Principal Amount: _____

Note Date: _____
Maximum Maturity Date: _____

Interest Rate (%): Base Rate (as defined in the Note Purchase Agreement)
Owner: Wells Fargo Bank, National Association

The City of New Braunfels (the "City"), in Comal and Guadalupe Counties, State of Texas, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of the party specified above on the maturity date recorded by the Paying Agent/Registrar on the attached Schedule of Authorized Installment Deliveries or the date of prior redemption as provided in the Note Purchase Agreement, the principal sum specified above, or if less, the principal amount of each Authorized Installment purchased by the Bank under the Note Purchase Agreement and recorded by the Paying Agent/Registrar on the attached Schedule of Authorized Installment Deliveries, and to pay interest, if any, on said principal amount at said maturity date, from the specified note date recorded by the Paying Agent/Registrar on the attached Schedule of Authorized Installments to said maturity date at the Base Rate (or as otherwise provided in the Note Purchase Agreement) as provided in the Note Purchase Agreement (computed on the basis of actual days elapsed and a 360 day year); both principal and interest on this Note being payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent/Registrar executing the "Certificate of Authentication" endorsed hereon and appearing below, or its successor, or as otherwise provided in the Ordinance. Defined terms used herein shall have the same meaning given to said terms in the hereinafter defined Ordinance, unless the context of the use of such term indicates otherwise. The Base Rate borne by this Note, as adjusted pursuant to the Note Purchase Agreement, shall not exceed the Maximum Interest Rate.

This Initial Note is one of an issue of Program Notes (the "Program Notes" or the "Notes") which has been duly authorized and issued in accordance with the provisions of an ordinance (the "Ordinance") passed by the City Council of the City for the purpose of financing Project Costs of Eligible Projects for the City's System (the "System"); to refund obligations issued in connection with an Eligible Project; and to refinance, renew or refund Program Notes or Senior Lien Obligations and any other authorized obligations of the System, including interest thereon, issued

for Eligible Projects; all in accordance in strict conformity with the provisions of the laws of the State of Texas, including the Act.

The initial Authorized Installment of the Program Notes issued on the Original Issue Date is in the principal amount of $5,000. Thereafter, additional Authorized Installments of the Notes in an aggregate principal amount not to exceed $25,005,000 may be issued on any date so long as the total aggregate principal amount of Notes issued does not exceed $25,005,000, as reflected in the Schedule of Authorized Installment Deliveries attached to this Note. The foregoing notwithstanding, in no event shall an Authorized Installment of the Program Notes be issued after the end of the Authorized Installment Draw Period, and in no event shall an Authorized Installment be issued and delivered in an amount that exceeds the Maximum Available Amount in effect as of the date of the applicable draw on the Financial Security; provided that the aggregate principal amount of all Authorized Installments issued and delivered under the Ordinance may at times exceed the then applicable Maximum Available Amount due to a reduction in such amount subsequent to the issuance of Authorized Installments pursuant to the terms of the Financial Security but in no case shall the aggregate principal amount of all Authorized Installments issued and delivered under the Ordinance exceed $25,005,000.

This Program Note and each Authorized Installment recorded on the Schedule of Authorized Installment Deliveries attached to this Note, and any other amounts owing under the Note Purchase Agreement, are payable from and equally secured by a lien on and pledge of (i) the proceeds from the sale of Bonds issued and to be used to pay outstanding Program Notes, (ii) the amounts held in the Note Payment Fund until those amounts are used for authorized purposes, and (iii) the Pledged Revenues of the System, however, (a) on a parity with the lien and pledge securing the payment of the Program Notes made under and pursuant to the Note Purchase Agreement and all other amounts payable by the City under the Note Purchase Agreement and the Similarly Secured Notes, and (b) subordinate to the lien on and pledge securing the payment of Senior Lien Obligations. As provided in the Ordinance, this Program Note is being issued as a bond anticipation note.

This Program Note is payable solely from the sources hereinabove identified securing the payment thereof, and the Program Notes do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the City or the System. The holder hereof shall never have the right to demand payment of this obligation from taxation or any sources or properties of the City except as identified above.

If there is any inconsistency or conflict between the terms or provisions of this Program Note and the Ordinance, the terms and provisions of the Ordinance shall control.

It is hereby certified and recited that all acts, conditions and things required by law and the Ordinance to exist, to have happened and to have been performed precedent to and in the issuance of this Program Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Program Note, together with all other Program Notes, is not in excess of the principal amount of Program Notes permitted to be issued under the Ordinance.

This Program Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Program Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Program Note shall have been authenticated by the execution by the Paying Agent/Registrar of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, the City Council has caused the seal of the City to be duly impressed or placed in facsimile hereon, and this Note to be signed with the imprinted facsimile signature of the Mayor and attested by the facsimile signature of the City Secretary.

********	**********
City Secretary, City of New Braunfels, Texas	Mayor, City of New Braunfels, Texas

(SEAL)

Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Note only.

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	
THE STATE OF TEXAS	§	REGISTER NO. _____

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Acting Comptroller of Public Accounts of the State of Texas,

WITNESS my signature and seal of the office this _____.

_____

Acting Comptroller of Public Accounts

Of the State of Texas

(SEAL)

Form of Authentication Certificate of Paying Agent/Registrar

PAYING AGENT/REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Note is one of the Program Notes delivered pursuant to the within mentioned Ordinance; the note or notes of the above titled and designated series originally delivered having been approved by the Attorney General of the State of Texas as registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

_____,
as Paying Agent/Registrar

By:_____
Authorized Signatory

Form of Schedule of Authorized Installment Deliveries to appear on the Program Note(s)

SCHEDULE OF AUTHORIZED INSTALLMENT DELIVERIES

Issue Date	No.	Principal Amount	Remaining Available Principal Balance	Maturity Date	Date Paid	Principal and Interest Paid

EXHIBIT B

Form of Note Purchase Agreement

See Tab No. [__]

EXHIBIT C

Paying Agent/Registrar Agreement

PRESENTER:
Bruce Haby, Real Estate Manager, New Braunfels Utilities
Matthew Eckmann, Assistant Director of Public Works

SUBJECT:
Discuss and consider approval of a resolution of the City of New Braunfels, Texas, authorizing the use of eminent domain proceedings by New Braunfels Utilities (NBU) for the acquisition of easements that are necessary to advance and achieve the public use of expanding the New Braunfels Utilities' Water System to increase water capacity to meet existing and future needs and ensure reliability, in the event negotiations are unsuccessful:

a. a permanent utility easement of 0.005 acres and a temporary construction easement of 0.042 acres being situated out of Lot 13, Pleasant View Subdivision in Comal County, Texas according to the plat thereof recorded in Volume 4, Page 54 of the Map and Plat Records of Comal County, Texas, as conveyed to Leonardo Hernandez III, Herman G. Hernandez, Yvette Hernandez Rodriguez, Yvonne Hernandez Garcia and Michael R. Hernandez by Gift Deed recorded in Document No. 201706012849, Official Public Records, Comal County, Texas, as it may have been modified by Affidavit of Correction Concerning Instrument recorded in Document No. 202006016641, Official Public Records, Comal County Texas, also known as Comal County Parcel No. 44948

DEPARTMENT: New Braunfels Utilities and Public Works

COUNCIL DISTRICTS IMPACTED: District 1

BACKGROUND INFORMATION:

the Board of Trustees of NBU adopted resolution R-2026-209 on April 30th, 2026, recommending that the City acquire the Easements on certain privately-owned real property described below and in **Exhibits A and B** of the attached resolution by purchase or through the use of eminent domain as part of the Western Downtown to Morningside Pressure Zone Conversion Project to install approximately 17,000 linear feet of 8-inch up to 18-inch water main and related appurtenances needed to convert a portion of the Downtown Pressure Zone to the Morningside Pressure Zone to address existing pressure issues, extend water supply to the new Solms Pump Station, and Ground Storage Tank, and provide additional capacity to serve current and future growth and ensure reliability

ISSUE:

New Braunfels Utilities, acting as an agent of the City is seeking approval for the City to exercise its power of

eminent domain, if necessary, to acquire the rights from the following property:

a. a 0.005-acre permanent utility easement and a 0.042-acre temporary construction easement (Comal County Parcel No. 44948)

STRATEGIC PLAN REFERENCE:

☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☐Community Well-Being ☒N/A

FISCAL IMPACT:

All costs associated with property acquisition and eminent domain proceedings will be the responsibility of NBU.

RECOMMENDATION:

Staff recommends approval of this resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF NEW BRAUNFELS, TEXAS, AUTHORIZING THE ACQUISITION OF A PERMANENT UTILITY EASEMENT OF 0.005 ACRES AND A TEMPORARY CONSTRUCTION EASEMENT OF 0.042 ACRES (COLLECTIVELY, THE "EASEMENTS") BEING SITUATED OUT OF LOT 13, PLEASANT VIEW SUBDIVISION IN COMAL COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 54 OF THE MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS, AS CONVEYED TO LEONARDO HERNANDEZ III, HERMAN G. HERNANDEZ, YVETTE HERNANDEZ RODRIGUEZ, YVONNE HERNANDEZ GARCIA AND MICHAEL R. HERNANDEZ BY GIFT DEED RECORDED IN DOCUMENT NO. 201706012849, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, AS IT MAY HAVE BEEN MODIFIED BY AFFIDAVIT OF CORRECTION CONCERNING INSTRUMENT RECORDED IN DOCUMENT NO. 202006016641, OFFICIAL PUBLIC RECORDS, COMAL COUNTY TEXAS, ALSO KNOWN AS COMAL COUNTY PARCEL NO. 44948. THESE ACQUISITIONS ARE NECESSARY TO ADVANCE AND ACHIEVE THE PUBLIC USE OF EXPANDING THE NEW BRAUNFELS UTILITIES' WATER SYSTEM TO INCREASE WATER CAPACITY TO MEET EXISTING AND FUTURE NEEDS AND ENSURE RELIABILITY. THIS RESOLUTION AUTHORIZES THE INSTITUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE THE NECESSARY LAND RIGHTS TO THE EXTENT NEGOTIATIONS ARE UNSUCCESSFUL.

WHEREAS, the Board of Trustees of New Braunfels Utilities ("NBU") is charged with managing and operating the water, sanitary sewer, and electric systems of the City of New Braunfels (the "City") pursuant to Chapter 130, Article II, Section 130-26 of the City Code of Ordinances; and

WHEREAS, as provided in Section 11.08 of the City's Home Rule Charter, the City has reserved the right to exercise the power of eminent domain to acquire NBU utility property; and

WHEREAS, the Board of Trustees of NBU adopted resolution R-2026-209 on April 30th, 2026, recommending that the City acquire the Easements on certain privately-owned real property described in **Exhibits A and B** by purchase or through the use of eminent domain as part of the Western Downtown to Morningside Pressure Zone Conversion Project to install approximately 17,000 linear feet of 8-inch up to 18-inch water main and related appurtenances needed to convert a portion of the Downtown Pressure Zone to the Morningside Pressure Zone to address existing pressure issues, extend water supply to the new Solms Pump Station, and Ground Storage Tank, and provide additional capacity to serve current and future growth and ensure reliability (the "Project"); and

WHEREAS, the Project and acquisition of the Easements is necessary to locate, construct,

utilize, and maintain an approximately 17,000 linear feet of 8-inch up to 18-inch water main, and other related appurtenances to advance and achieve the public use of expanding the NBU water system to address existing pressure issues, extend water supply to the new Solms Pump Station and Ground Storage Tank, and provide additional capacity to serve current and future growth and ensure reliability; and

WHEREAS, the Project is in the best interest of the health, safety, and welfare of the public;

WHEREAS, NBU, acting as an agent of the City, has been unable to acquire the necessary Easements by negotiation and/or further negotiations may become futile, and therefore, the City must exercise its power of eminent domain; and

WHEREAS, to acquire the Easements, it may be necessary for the City and/or NBU or one of its agents or contractors to enter upon the property to investigate and survey the needed land so that it may be defined and described with specificity for inclusion in any deed, easement document, or, if necessary, as part of any filings to institute proceedings in eminent domain to acquire the necessary land.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, THAT:

SECTION 1.

The above caption and recitals are incorporated herein for all purposes.

SECTION 2.

The City Council declares a public use and necessity for the City of New Braunfels, acting by and through NBU, to locate, construct, utilize, and maintain the Project and to acquire the Easements on the properties described in **Exhibits A and B,** which are needed for the Project.

SECTION 3.

The City Council declares that acquiring the Easements is necessary to complete the Project, which has the public use of expanding the NBU water system to address existing pressure issues, extend water supply to the new Solms Pump Station and Ground Storage Tank, and provide additional capacity to serve current and future growth, and ensure reliability.

The City Council authorizes the use of the power of eminent domain to acquire the Easements, to the extent the City and/or NBU, acting as the City's agent, is unable to acquire the lands by negotiation and/or further negotiations with the landowner become futile.

SECTION 4.

The City Council authorizes NBU and its authorized officers or their designees and retained

attorneys to create, execute, and deliver such further documents, instruments, certificates, opinions, consents, pleadings, and other papers, for and on behalf of the City, and to do and cause to be done such further acts and things as may be necessary, appropriate, or advisable to effect the intent of this Resolution, including, but not limited to:

(a) filing temporary injunctions or other causes of action necessary to obtain access to the property impacted by the acquisitions;

(b) performing lineal surveys for metes and bounds purposes and conducting archaeological, species and environmental walk-throughs, inspections and/or testing (including obtaining water and soil samples, if necessary), as required by applicable state and federal laws (collectively the "Preliminary Surveys"), appraising, designing, planning, obtaining title information, and specifying the preparation, location, and routing or re-rerouting of the Project should such become necessary for any reason;

(c) participating in good-faith negotiations with the landowner to make a bona fide offer for the property interests;

(d) appraising the properties and property interests to be acquired;

(e) causing eminent domain proceedings to be filed should the bona-fide offer and good-faith negotiations fail; and

(f) obtaining, or causing to be applied for and obtained, surety bonds as may be necessary or desirable regarding any eminent domain proceedings hereinabove authorized or any injunctive proceedings necessary or related to or as a condition precedent to any such eminent domain proceedings.

Such documents, instruments, certificates, opinions, consents, pleadings, and other papers, and any amendments, supplements, or modifications thereto shall be in such form and contain such terms and conditions, whether material or non-material, as such officers, or any of them, shall deem necessary, appropriate, or advisable, and all that such officers, their designees, employees, and retained attorneys have done or may do under or by reason of this and any foregoing resolutions are hereby approved, confirmed, and ratified. The City Council finds that it is in the best interest to obtain the Easements from whomever holds legal and equitable title as identified according to the procedure adopted through this Resolution and if necessary, the Director of Finance or NBU, acting as an agent of the City, is directed to disburse funds in accordance herewith.

SECTION 5.

The determination of necessity to exercise the power of eminent domain in this matter is made according to reason and judgment with due regard and consideration of the relevant facts, circumstances, and alternatives, and the knowledge, which existed at this time. Therefore, the City, acting by and through NBU and its contractual eminent domain attorneys, is hereby directed and authorized to institute and prosecute to conclusion all necessary proceedings in eminent

domain to condemn the land described herein and to acquire such interest in land if the City and NBU, acting as an agent for the City, is unable to acquire such through negotiation, and to take any other legal action necessary or incidental to such acquisition or eminent domain proceeding to investigate, survey, specify, define, and secure the necessary property rights and interests.

All acts and proceedings done or initiated by the employees, agents, and attorneys of the City and NBU, acting as an agent for the City, for the acquisition of such lands are hereby authorized, ratified, approved, confirmed and validated and declared to be valid in all respects as of the respective dates of such acts and proceedings, with and in regard to the grantors from whom such lands are being purchased or acquired.

SECTION 6.

Severability: If any provision, section, subsection, sentence, clause, or phrase of this Resolution, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the City Council in adopting this Resolution that no portion hereof, or provisions, or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

SECTION 7.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED this the _____ day of _____, 2026.

_____
Neal Linnartz, Mayor

ATTEST:

_____
Gayle Wilkinson
City Secretary

NBU- I.H. 35
PARCEL NO. 22

D·A·MAWYER
LAND SURVEYING

METES AND BOUNDS DESCRIPTION
FOR A
0.005 OF AN ACRE TRACT OF LAND
(VARIABLE WIDTH UTILITY EASEMENT)

BEING a 0.005 of an acre, or 220 square feet, tract of land out of the remainder of Lot 13, Pleasant View Subdivision, a subdivision situated in Comal County, Texas, according the plat thereof recorded in Volume 4, Page 54, of the Map and Plat Records of Comal County, Texas, as conveyed to Leonardo Hernandez III, Herman G. Hernandez, Yvette Hernanadez Rodriguez, Michael Hernanadez and Yvonne Hernanadez Garcia, and recorded in Document No. 202006016641, of the Official Public Records of Comal County, Texas, and said 0.005 of an acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a TXDOT Type-II monument found in the cut-back of the Northerly Right-of-Way (R.O.W.) line of Interstate Highway 35 South (I.H. 35) (a variable width R.O.W.), being in the Easterly line of Rusch Lane, and being the Southwesterly corner of said remainder of Lot 13;

THENCE departing the cut-back corner in the Northerly R.O.W. line of said I.H. 35, and with the Easterly line of Rusch Lane, N 22° 29' 04" W, a distance of 12.30 feet to a point and being the Northwesterly corner of an existing 10-wide waterline easement as described in Volume 130, page 309 of the Deed Records of Comal County, Texas and being the Southwesterly corner and POINT OF BEGINNING of this herein described tract of land;

THENCE continuing with the Easterly line of Rusch lane. N 22° 29' 04" W, a distance of 4.52 feet to a point for the Southwesterly corner of a remainder of a 20-foot waterline easement as described in Volume 681, Page 178 of the Deed Records of Comal County, Texas and being the Northwesterly corner of this herein described tract of land;

THENCE departing Rusch Lane and across and through said Lot 13, and with the Southerly line of said 20-foot waterline easement, S 75° 37' 30" E, a distance of 80.87 feet to a point in the Northwesterly Right-Of-Way line of said IH-35 for an Easterly corner of this herein described tract of land;

THENCE with the Northwesterly Right-Of-Way line of said IH 35, S 50° 22' 47" W, a distance of 2.43 feet to a point, and being the Northeasterly corner of said 10-foot waterline easement and the Southeasterly corner of this herein described tract of land;

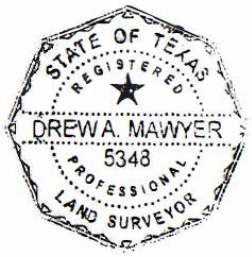
NBU- I.H. 35
PARCEL NO. 22

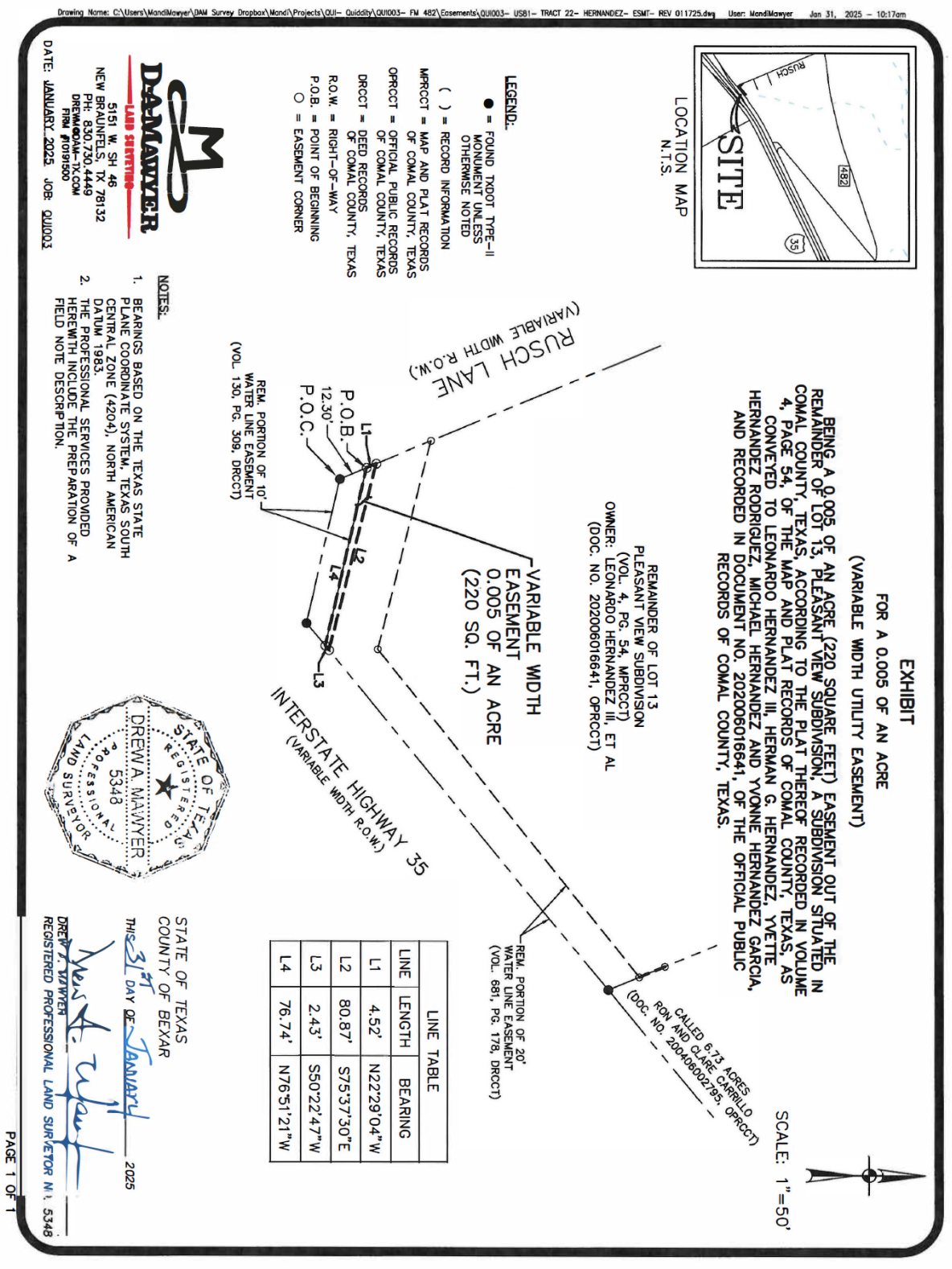
THENCE departing said Northwesterly Right-Of-Way line of said IH 35, and across and through said Lot 13, with the Northerly line of said 10-foot waterline easement, N 76° 51' 21" W, a distance of 76.74 feet to the POINT OF BEGINNING, and containing 0.005 of an acre of land.

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D. 1983.

Exhibit prepared this the 20th day of January, 2025.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
QUI003- TRACT 22- HERNANDEZ- 0.005 AC-012025




Drawing Name: C:\Users\MandiMawyer\DAM Survey Dropbox\Mandi\Projects\QUI- Quiddity\QUI003- FM 482\Easements\QUI003- US81- TRACT 22- HERNANDEZ- ESMT- REV 011725.dwg User: MandiMawyer Jan 31, 2025 - 10:17am
EXHIBIT
FOR A 0.005 OF AN ACRE
(VARIABLE WIDTH UTILITY EASEMENT)
BEING A 0.005 OF AN ACRE (220 SQUARE FEET) EASEMENT OUT OF THE REMAINDER OF LOT 13, PLEASANT VIEW SUBDIVISION, A SUBDIVISION SITUATED IN COMAL COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 54, OF THE MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS, AS CONVEYED TO LEONARDO HERNANDEZ III, HERMAN G. HERNANDEZ, YVETTE HERNANDEZ RODRIGUEZ, MICHAEL HERNANDEZ AND YVONNE HERNANDEZ GARCIA, AND RECORDED IN DOCUMENT NO. 202006016641, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.
LOCATION MAP
N.T.S.
SITE
482
35
RUSCH
LEGEND:
● = FOUND TXDOT TYPE-II MONUMENT UNLESS OTHERWISE NOTED
( ) = RECORD INFORMATION
MPRCCT = MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS
OPRCCT = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
DRCCT = DEED RECORDS OF COMAL COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY
P.O.B. = POINT OF BEGINNING
O = EASEMENT CORNER
RUSCH LANE
(VARIABLE WIDTH R.O.W.)
REMAINDER OF LOT 13
PLEASANT VIEW SUBDIVISION
(VOL. 4, PG. 54, MPRCCT)
OWNER: LEONARDO HERNANDEZ III, ET AL
(DOC. NO. 202006016641, OPRCCT)
VARIABLE WIDTH
EASEMENT
0.005 OF AN ACRE
(220 SQ. FT.)
P.O.B.
12.30'
P.O.C.
L1
L2
L3
L4
REM. PORTION OF 10' WATER LINE EASEMENT (VOL. 130, PG. 309, DRCCT)
REM. PORTION OF 20' WATER LINE EASEMENT (VOL. 681, PG. 178, DRCCT)
CALLED 6.73 ACRES RON AND CLARE CARRILLO (DOC. NO. 200408002795, OPRCCT)
INTERSTATE HIGHWAY 35
(VARIABLE WIDTH R.O.W.)
SCALE: 1"=50'
LINE TABLE
LINE | LENGTH | BEARING
L1 | 4.52' | N22°29'04"W
L2 | 80.87' | S75°37'30"E
L3 | 2.43' | S50°22'47"W
L4 | 76.74' | N76°51'21"W
NOTES:
1. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983.
2. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
DAMAWYER
LAND SURVEYING
5151 W. SH 46
NEW BRAUNFELS, TX 78132
PH: 830.730.4449
DREW@DAM-TX.COM
FIRM #10191500
DATE: JANUARY 2025 JOB: QUI003
STATE OF TEXAS
REGISTERED
DREW A. MAWYER
5348
PROFESSIONAL
LAND SURVEYOR
STATE OF TEXAS
COUNTY OF BEXAR
THIS 31ST DAY OF JANUARY 2025
DREW A. MAWYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348
PAGE 1 OF 1

NBU- I.H. 35
PARCEL NO. 22-Temp

D·A·MAWYER
LAND SURVEYING

METES AND BOUNDS DESCRIPTION
FOR A
0.042 OF AN ACRE TRACT OF LAND
(10-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT)

BEING a 0.042 of an acre, or 1,821 square feet, tract of land out of the remainder of Lot 13, Pleasant View Subdivision, a subdivision situated in Comal County, Texas, according the plat thereof recorded in Volume 4, Page 54, of the Map and Plat Records of Comal County, Texas, as conveyed to Leonardo Hernandez III, Herman G. Hernandez, Yvette Hernanadez Rodriguez, Michael Hernanadez and Yvonne Hernanadez Garcia, and recorded in Document No. 202006016641, of the Official Public Records of Comal County, Texas, and said 0.042 of an acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a TXDOT Type-II monument found in the Northwesterly Right-of-Way (R.O.W.) line of Interstate Highway 35 South (I.H. 35) (a variable width R.O.W.), for the Southerly corner of Lot 1, Block 1, Senaido Dual Crossing Subdivision, as recorded in Document No. 202206008368 of the Official Public Records of Comal County, Texas, and being the Easterly corner of said Lot 13, Pleasant View Subdivision;

THENCE departing the Northwesterly Right-Of-Way line of said IH 35, and with the common line of said lot 1 and Lot 13, N 22° 21' 05" W, a distance of 14.28 feet to a point for the most Easterly corner of this herein described 0.042 of an acre tract of land, and THE POINT OF BEGINNING;

THENCE departing said Westerly line of Lot 1, and across and through said Lot 13, S 51° 13' 00" W, a distance of 176.91 feet to a point for a Southerly corner of this herein described 0.042 of an acre tract of land;

THENCE N 75° 37' 30" W, a distance of 12.50 feet to a point for the Westerly corner of this herein described 0.042 of an acre tract of land;

THENCE N 51° 13' 00" E, a distance of 187.36 feet to a point in the common line of said Lot 13, Pleasant View Subdivision and Lot 1 of Senaido Dual Crossing Subdivision for the Northeasterly corner of this herein described 0.042 of an acre tract of land;

THENCE With the common line of said Lot 13, Pleasant View Subdivision and Lot 1 of Senaido Dual Crossing Subdivision, S 22° 21' 05" E, a distance of 10.43 feet to the POINT OF BEGINNING, and containing 0.042 of an acre of land.

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D. 1983.

Exhibit prepared this the 12th day of May, 2025.

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
QUI003- TRACT 22-TEMP- HERNANDEZ- 0.042 AC-051225

EXHIBIT B – PAGE 2 OF 2

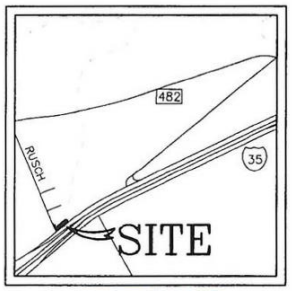
Drawing Name: C:\Users\DrewMawyer\DAM Survey Dropbox\Drew\0A Mawer Land Surveying_PROJECTS\QUI003\QUI003-IH 35 HEB\FROM MANDY\QUI003- U581- TRACT 22- HERNANDEZ- TEMP ESMT.dwg User: DrewMawyer May 12, 2025 - 1:01pm

EXHIBIT

FOR A 0.042 OF AN ACRE

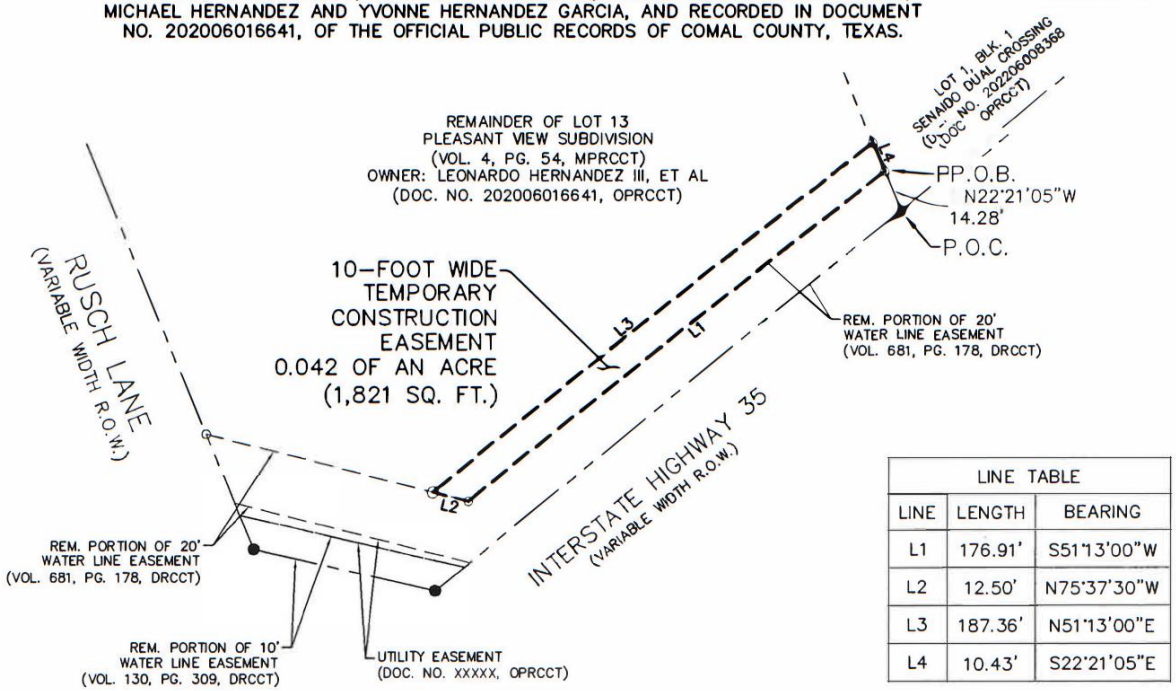
(10–FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT)

BEING A 0.042 OF AN ACRE (1,821 SQUARE FEET) EASEMENT OUT OF THE REMAINDER OF LOT 13, PLEASANT VIEW SUBDIVISION, A SUBDIVISION SITUATED IN COMAL COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 54, OF THE MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS, AS CONVEYED TO LEONARDO HERNANDEZ III, HERMAN G. HERNANDEZ, YVETTE HERNANDEZ RODRIGUEZ, MICHAEL HERNANDEZ AND YVONNE HERNANDEZ GARCIA, AND RECORDED IN DOCUMENT NO. 202006016641, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.



LOCATION MAP
N.T.S.

SCALE: 1"=50'



LEGEND:

- ● = FOUND TXDOT TYPE–II MONUMENT UNLESS OTHERWISE NOTED
- ( ) = RECORD INFORMATION
- MPRCCT = MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS
- OPRCCT = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- DRCCT = DEED RECORDS OF COMAL COUNTY, TEXAS
- R.O.W. = RIGHT–OF–WAY
- P.O.B. = POINT OF BEGINNING
- O = EASEMENT CORNER

LINE TABLE		
LINE	LENGTH	BEARING
L1	176.91'	S51°13'00"W
L2	12.50'	N75°37'30"W
L3	187.36'	N51°13'00"E
L4	10.43'	S22°21'05"E

D·A·MAWYER
LAND SURVEYING
5151 W. SH 46
NEW BRAUNFELS, TX 78132
PH: 830.730.4449
DREWM@DAM–TX.COM
FIRM #10191500

DATE: MAY 2025 JOB: QUI003

NOTES:

1. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983.
2. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

TRACT NO.	22–TEMP
TRACT SQ. FT.	1,821 SQ. FT.

STATE OF TEXAS
COUNTY OF BEXAR
THIS 12th DAY OF May 2025

Drew A. Mawyer

DREW A. MAWYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348

PAGE 1 OF 1

PRESENTER:
Christopher J. Looney, AICP, Neighborhood & Community Planning Department Director
Applicant/Owner: Paul Paniagua
SUBJECT:
Discuss and consider the second and final reading of an ordinance requested by Paul Paniagua of approximately 0.3 acres out of the City Block Subdivision 3007, Lot 4, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow Short-Term Rental of a Residence), currently addressed at 1258 West San Antonio Street.
DEPARTMENT: Neighborhood and Community Planning
COUNCIL DISTRICTS IMPACTED: 1

BACKGROUND INFORMATION:
Case No: SUP26-122

Applicant:
Paul Paniagua
(210) 643-6096

Staff Contact:
Amanda Mushinski, AICP, CNU-A
(830) 221-4056 | amushinski@newbraunfels.gov

The City Council held a public hearing on May 26, 2026 and approved the first reading of the applicant's requested rezoning ordinance (5-2).

The subject property comprises approximately 0.3 acres (about 11,200 square feet) on the northwest side of West San Antonio Street, approximately one block southwest of the intersection with South Walnut Avenue. It is bordered by C-2 zoning on either side, and R-2 zoning to the rear. Adjacent land uses include commercial and residential.

The 1930s residence is roughly 1141 square feet in area with 2 bedrooms and 2 bathrooms. The applicant requests this rezoning to allow the short-term rental (STR) of the existing home. Although the C-2 base zoning district allows overnight lodging, the existing structure was originally constructed as a residence; the Zoning Ordinance currently requires a Special Use overlay to allow the short-term rental of a house within the C-2 District.

Per the Zoning Ordinance, the maximum occupancy of an STR with a total of 2 bedrooms and 2 bathrooms is 6 occupants, and the minimum off-street parking is 2 spaces. If approved, the applicant will be required to provide a paved driveway with two paved parking spaces.

ISSUE:

Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

COMPREHENSIVE PLAN REFERENCE:
The proposed rezoning to apply the Special Use Permit overlay is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, near existing Tourist and Outdoor Recreation Centers.

STRATEGIC PLAN REFERENCE:
☒Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☐Community Well-Being ☐N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

FISCAL IMPACT:
The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land or within an area increases revenue to cover costs to provide services.
- If approved, the property will be subject to local and state hotel occupancy tax (HOT).

RECOMMENDATION:
Staff recommends approval with the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.
3. A paved driveway with two paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit.

The Planning Commission held a public hearing on May 5, 2026, and unanimously recommended approval of the applicant's request (7-0-0).

Code of Ordinances Sec. 144-2.1 *Changes and Zoning Amendments*:
(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:
(1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
(2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;

(3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
(4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and
(5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:
Public hearing notices were sent to owners of 18 properties within 200 feet of the request. As of the date this agenda was posted, the city has received 3 responses in favor and 1 opposed.

Resource Links:

- Chapter 144, Sec. 3.3-8 (C-2) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?

City of New Braunfels

SUP26-122

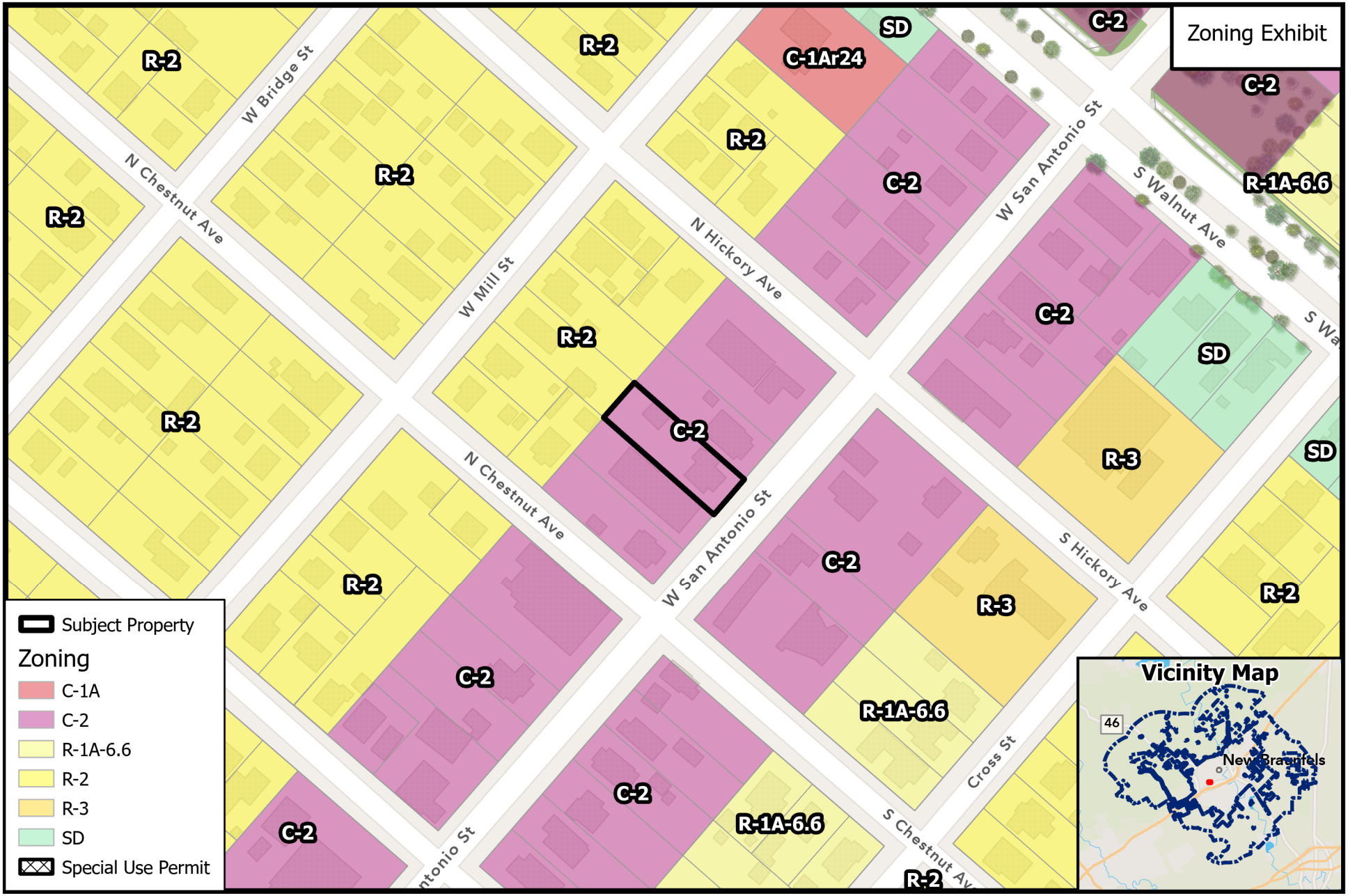
1258 W San Antonio

0 90 180 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-122 - 1258 W San Antonio -

Source: City of New Braunfels Planning
Date: 4/16/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by [illegible] else is at that party's risk and without liability to the City of New Braun[illegible] officials or employees for any discrepancies, errors, or variances which may



City of New Braunfels

SUP26-122

1258 W San Antonio

0 90 180 Feet

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Path:
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Source: City of New Braunfels Planning
Date: 4/16/2026

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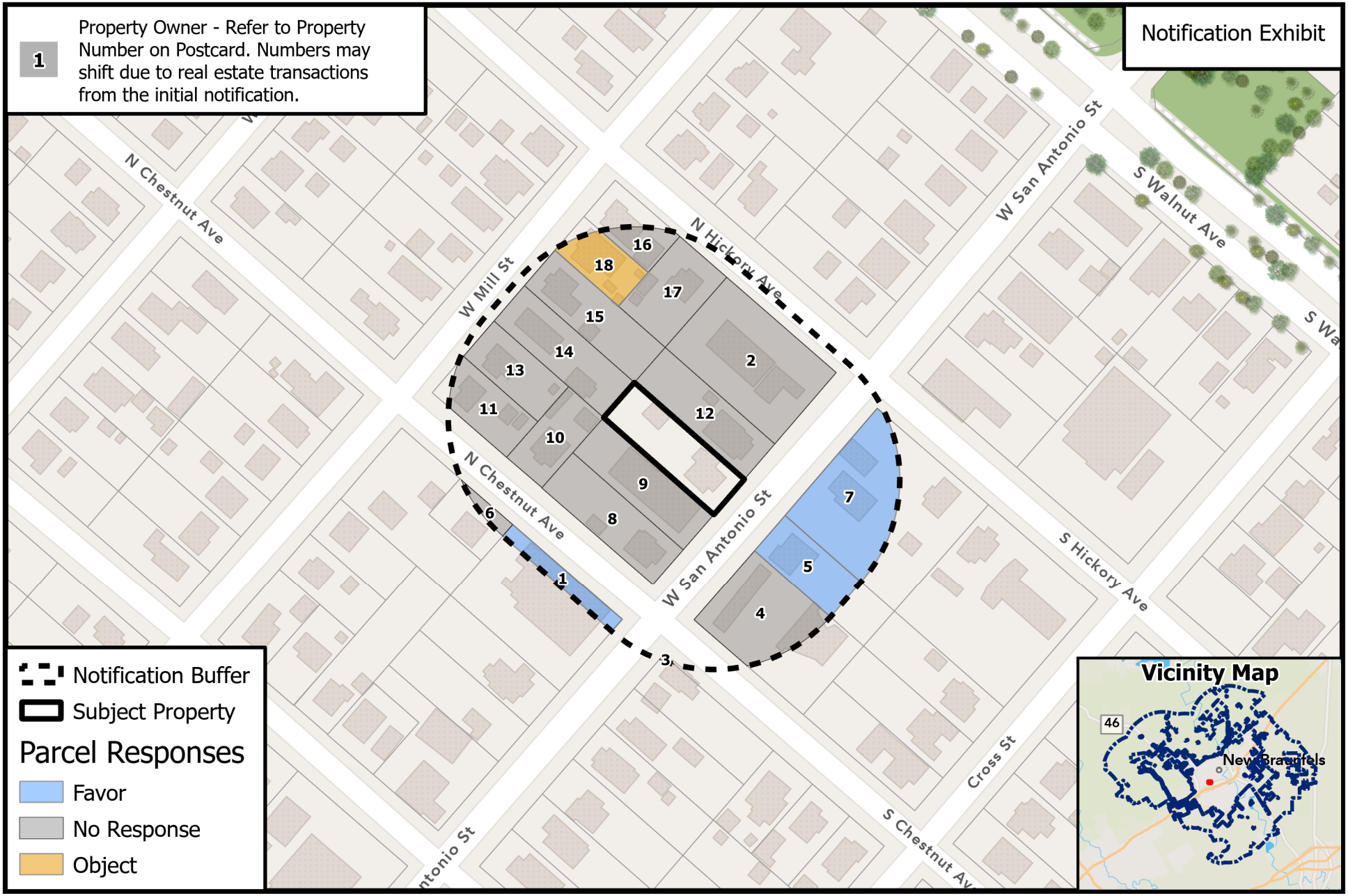
1258 W San Antonio St

City of New Braunfels



City of New Braunfels

SUP26-122

1258 W San Antonio

0 90 180 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-122 - 1258 W San Antonio -

Source: City of New Braunfels Planning
Date: 5/8/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of New Braun officials or employees for any discrepancies, errors, or variances which may

PLANNING COMMISSION – May 5, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Paul Paniagua

Address/Location: 1258 W SAN ANTONIO ST

SUP26-122

The numbers on the map correspond to the property owners listed below. All information is from the Appraisal District Records. The property under consideration is marked as “Subject Property”.

1. HERNANDEZ MANUELA ET AL
2. HERNANDEZ ARMANDO J & HILDA
3. DOLEV URI
4. 1289 SAN ANTONIO ST LLC
5. OLSON JOSEPH ET AL
6. OLVERA JUAN L & PERFECTA L
7. OAKWOOD BAPTIST CHURCH
8. BAESE BRADLEY M
9. BAESE BRADLEY M & JENNIE F
10. SANNIPOLI WAYNE
11. LEYVA AIDE E
12. 412 LIVE OAK LLC
13. HMF VENTURES LLC
14. WHITE BASIL J
15. MASSIE KAYLA
16. MORRIS PATRICIA R
17. GORMAN CAROLINE
18. HERRERA ELIZA Y

SEE MAP

OAKWOOD BAPTIST CHURCH
2154 LOOP 337
NEW BRAUNFELS TX 78130
Property #: 7
SUP26-122
Case Manager: AM

FAVOR ☑
OPPOSE ☐

COMMENTS

RECEIVED
APR 28
BY: AM

HERNANDEZ MANUELA ET AL
1304 W SAN ANTONIO ST
NEW BRAUNFELS TX 78130
Property #: 1
SUP26-122
Case Manager: AM

FAVOR ☑
OPPOSE ☐

COMMENTS

RECEIVED
APR 28
BY: AM

HERRERA ELIZA Y
1223 W MILL ST
NEW BRAUNFELS TX 78130
Property #: 18
SUP26-122
Case Manager: AM

FAVOR ☐
OPPOSE ☑

COMMENTS

NO

RECEIVED
APR 28
BY: AM

OLSON JOSEPH ET AL

1253 W SAN ANTONIO ST

NEW BRAUNFELS TX 78130

Property #: 5

SUP26-122
Case Manager: AM

FAVOR ☑

OPPOSE ☐

COMMENTS

RECEIVED
MAY 07
BY: AM

B) SUP26-122 Public hearing and recommendation to City Council requested by Paul Paniagua of approximately 0.3 of an acre out of the City Block Subdivision 3007, Lot 4, from C-2 (General Business District) to C-2 SUP (General Business District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 1258 West San Antonio Street.

Commissioner Henry returned to the Council Chambers at 6:12 pm.

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff.

Discussion followed on the written objection, the property's proximity to other short term rentals in the area, staff's recommendation, prior approvals, and the uses currently permitted under the property's zoning designation.

Chair Sonier invited the applicant to speak on the item.

Paul Paniagua firstly notified the Commission and staff about a fraudulent email he received, then thanked the Commission for consideration of his Special Use Permit request.

Chair Sonier opened the public hearing and asked if anyone present wished to speak on the item.

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Motion by Vice-Chair Taylor, seconded by Commissioner Allsup, to recomend approve of the item to City Council with staff recommended conditions. Motion carried unanimously (8-0-0).

DRAFT

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.3 ACRES, BEING OUT OF THE CITY BLOCK SUBDIVISION 3007, LOT 4, CURRENTLY ADDRESSED AT 1258 WEST SAN ANTONIO STREET, FROM C-2 (GENERAL BUSINESS DISTRICT) TO C-2 SUP (GENERAL BUSINESS DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW A SHORT-TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located in an area suitable for short term rental use; and

WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan; and

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan; and

WHEREAS, the City Council desires to grant a Special Use Permit at 1258 West San Antonio Street, to allow short term rental of a residence in the C-2 (General Business District); **now, therefore;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of the City Block Subdivision 3007, Lot 4, being as depicted on Exhibit "A" attached.

SECTION 2

THAT the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit “B” and floor plan Exhibit “C”. Any significant changes to the site plan will require a revision to the SUP.
3. A paved driveway with two paved parking spaces must be available for use prior to the issuance of a Short-Term Rental Permit.

SECTION 3

THAT all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent that they are in conflict.

SECTION 4

THAT if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

SECTION 5

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 26th day of May 2026.

PASSED AND APPROVED: Second reading this 8th day of June 2026.

CITY OF NEW BRAUNFELS

_____

NEAL LINNARTZ, Mayor

ATTEST:

_____

GAYLE WILKINSON, City Secretary

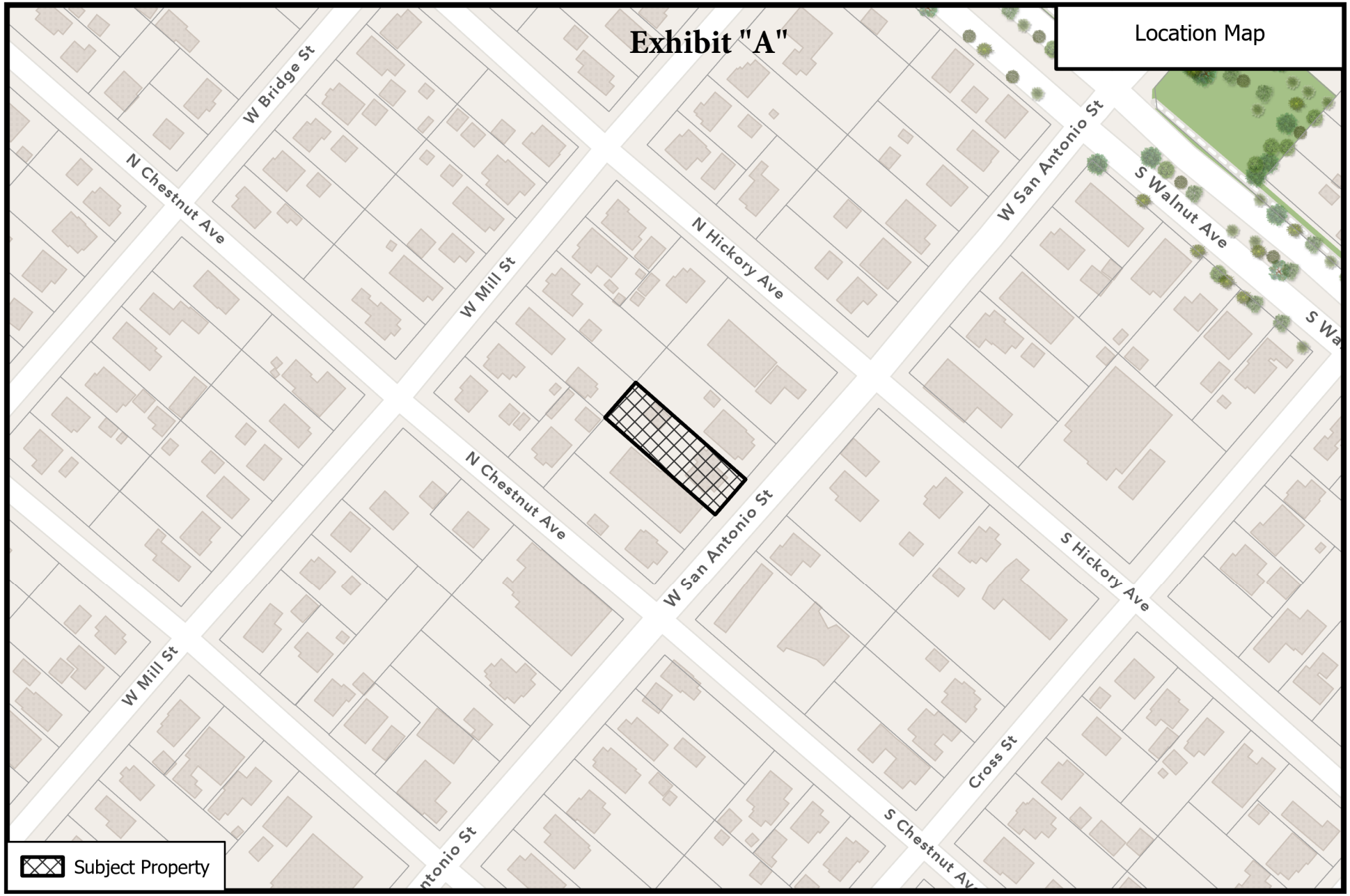
APPROVED AS TO FORM:

_____

City Attorney's Office

Exhibit "A"

Location Map



City of New Braunfels

SUP26-122

1258 W San Antonio

0 90 180 Feet

Path:
L:\Boards and Commissions\ZoneChange & SUPs\2026\SUP26-122 - 1258 W San Antonio -

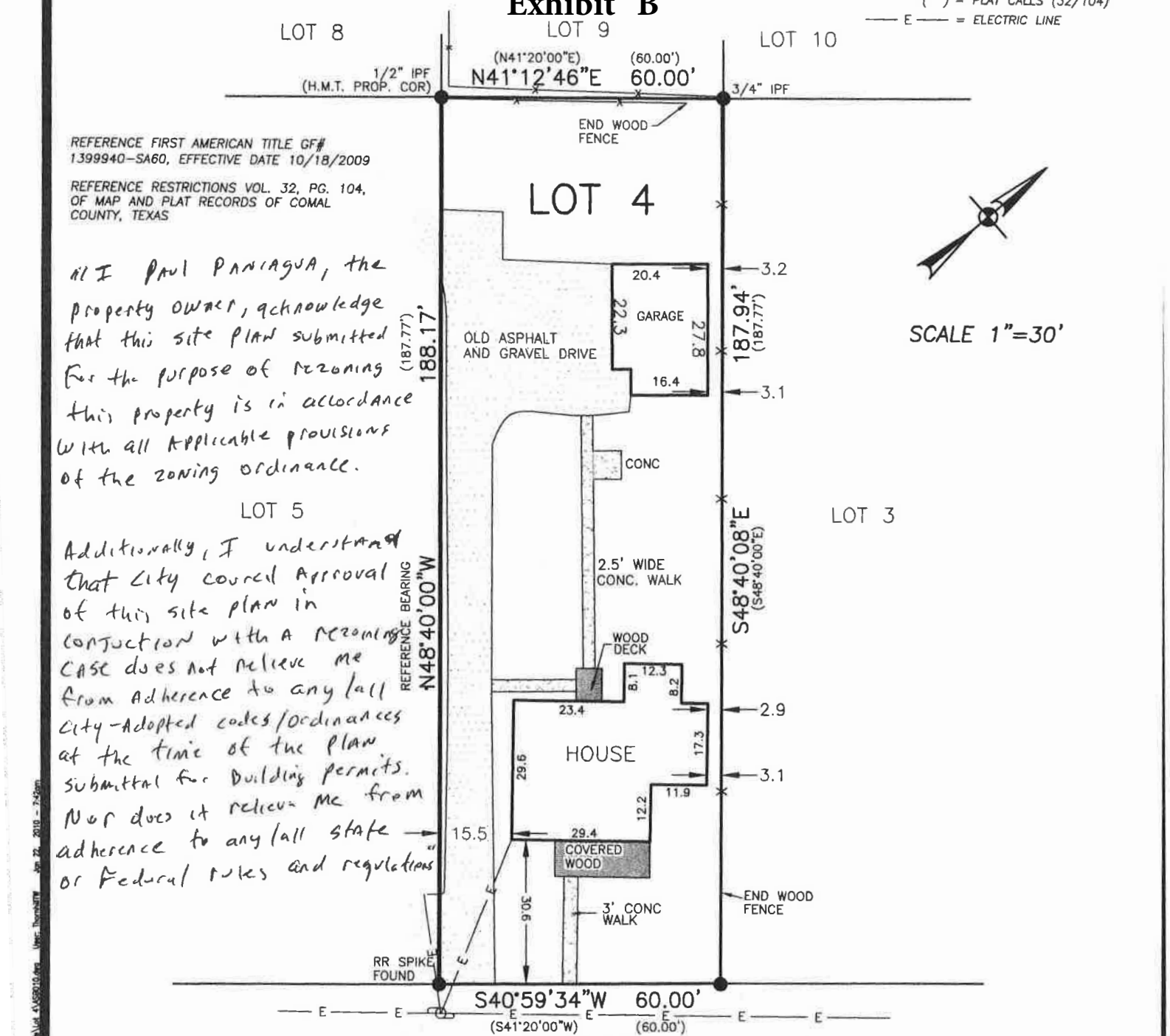
Source: City of New Braunfels Planning
Date: 4/28/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by [illegible] else is at that party's risk and without liability to the City of New Braun officials or employees for any discrepancies, errors, or variances which may

BEING LOT 4, BLOCK 35, NEW CITY BLOCK 3007, SOUTHWEST NEW BRAUNFELS, CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 32, PG. 104, OF THE DEED RECORDS OF COMAL COUNTY, TEXAS

Exhibit "B"

LEGEND:
- = POWER POLE
- = FOUND 1/2" IRON PIN FOUND UNLESS OTHERWISE NOTED
- R.O.W. = RIGHT-OF-WAY
- ( ) = PLAT CALLS (32/104)
- E = ELECTRIC LINE



REFERENCE FIRST AMERICAN TITLE GF# 1399940-SA60, EFFECTIVE DATE 10/18/2009

REFERENCE RESTRICTIONS VOL. 32, PG. 104, OF MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS

SCALE 1"=30'

"I Paul Paniagua, the property owner, acknowledge that this site plan submitted for the purpose of rezoning this property is in accordance with all applicable provisions of the zoning ordinance.

Additionally, I understand that City council Approval of this site plan in conjuction with a rezoning case does not relieve me from adherence to any/all city-adopted codes/ordinances at the time of the plan submittal for building permits. Nor does it relieve me from adherence to any/all state or Federal rules and regulations."

HMT ENGINEERING & SURVEYING
HOLLMIG • MOELLER • THORNHILL
410 N. SEGUIN AVE.
NEW BRAUNFELS,
TEXAS, 78130
www.HMTNB.com
PH:(830)625-8555
FAX:(830)625-8556

1258 W. SAN ANTONIO ST.
NEW BRAUNFELS, TEXAS

STATE OF TEXAS REGISTERED THOR THORNHILL 6177 PROFESSIONAL LAND SURVEYOR

THIS SURVEY IS CERTIFIED TO: PABLO PANIAGUA, SENTE MORTGAGE AND FIRST AMERICAN TITLE

STATE OF TEXAS
COUNTY OF COMAL

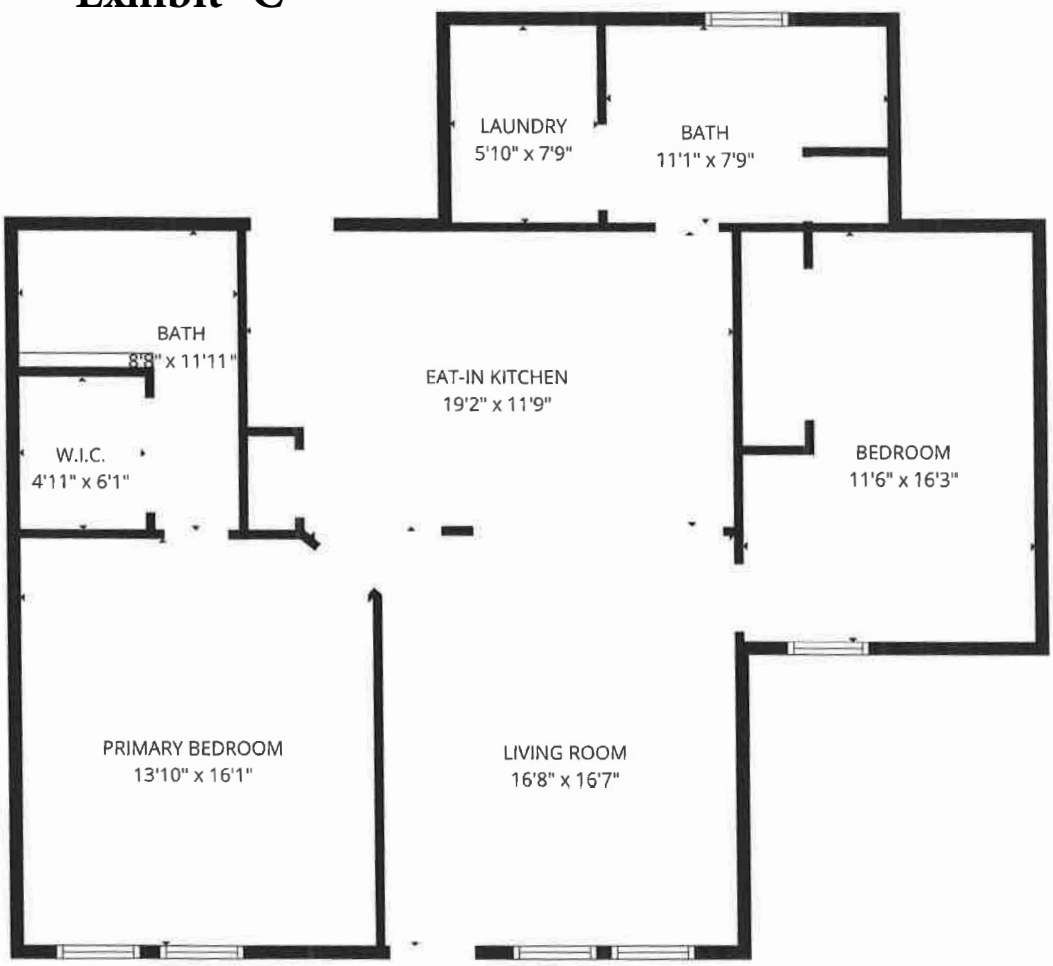
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND ALL OBSERVABLE EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN

THIS 21ST DAY OF JANUARY 2009

THOR THORNHILL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6177

ASB010

Exhibit "C"


LAUNDRY
5'10" x 7'9"
BATH
11'1" x 7'9"
BATH
8'5" x 11'11"
EAT-IN KITCHEN
19'2" x 11'9"
W.I.C.
4'11" x 6'1"
BEDROOM
11'6" x 16'3"
PRIMARY BEDROOM
13'10" x 16'1"
LIVING ROOM
16'8" x 16'7"

PRESENTER:
Christopher J. Looney, AICP, Neighborhood & Community Planning Department Director
Applicant/Owner: Maria Chavez
SUBJECT:
Discuss and consider the second and final reading of an ordinance requested by Maria Chavez of approximately 0.2 acres out of the City Block Subdivision 1072, Lot 10, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 284 Perryman Street.
DEPARTMENT: Neighborhood and Community Planning
COUNCIL DISTRICTS IMPACTED: 5

BACKGROUND INFORMATION:
Case No: SUP26-104

Applicant/Owner:
Maria Chavez
(210) 875-4068

Staff Contact:
Amanda Mushinski, AICP, CNU-A
(830) 221-4056 | amushinski@newbraunfels.gov

The City Council held a public hearing on May 26, 2026, and approved the first reading of the applicant's requested rezoning ordinance (6-1).

The subject property comprises approximately 9,000 square feet on the northwest side of Perryman Street, approximately one block north of the intersection of McQueeney Road and the IH 35 South frontage road. It is zoned C-3 and is bordered by C-3 and M-1 zoning; surrounding land uses include a parking lot, former lumber yard that appears to be currently used for auto storage, a church, and a residence.

C-3 is currently the City's most intense commercial zoning district. Historically, while properties may have been zoned commercial, older commercial zoning districts also allowed residential, therefore residential neighborhoods often developed in commercial zoning.

The 1950s residence on the subject site is roughly 1,000 square feet with 2 bedrooms and 1 bathroom. This rezoning is requested to allow for the short-term rental (STR) of the existing home. Per the Zoning Ordinance, the maximum occupancy of a STR with a total of 2 bedrooms and 1 bathroom is 5 occupants, and the minimum off-street parking is 2 spaces. There is sufficient room to meet the minimum parking requirements.

ISSUE:
Short-term rental standards in the Zoning Ordinance help to ensure proper measures are in place to protect

public health, safety, and neighboring properties. If this rezoning request is approved, the registration of the short-term rental and online payment of hotel occupancy taxes are required. Also, the project must comply with all other City Code standards.

COMPREHENSIVE PLAN REFERENCE:
The proposed rezoning to apply the Special Use overlay is consistent with the following actions from Envision New Braunfels:

- **Action 1.3:** Encourage balanced and fiscally responsible land-use patterns.
- **Action 1.14:** Ensure regulations do not unintentionally inhibit the provisions of a variety of flexible and innovative lodging options and attractions.

Future Land Use Plan: The subject property is located within the New Braunfels Sub Area, and near existing Market, Employment, and Education centers.

STRATEGIC PLAN REFERENCE:
☒Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☐Community Well-Being ☐N/A

- Incentivize mixed-use developments and redevelopments in targeted locations to create a built environment with integrated housing, commercial centers, and opportunities for improved connectivity.

FISCAL IMPACT:
The proposed rezoning request is in alignment with the following recommendations and strategies of the Land Use Fiscal Analysis:

- Provide a mix of uses and building types, heights, and sizes in a more walkable context to produce more value and fiscal productivity.
- Mix of uses (residential and short-term rental) developed on a single parcel of land or in an area increases revenue to cover costs to provide services.
- If approved, the property will be subject to local and state hotel occupancy tax (HOT).

RECOMMENDATION:
Approval with the following conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan and floor plan. Any significant changes to the site plan or floor plan will require a revision to the SUP.

The Planning Commission held a public hearing on May 5, 2026, and unanimously recommended approval of the applicant's request (7-0-0).

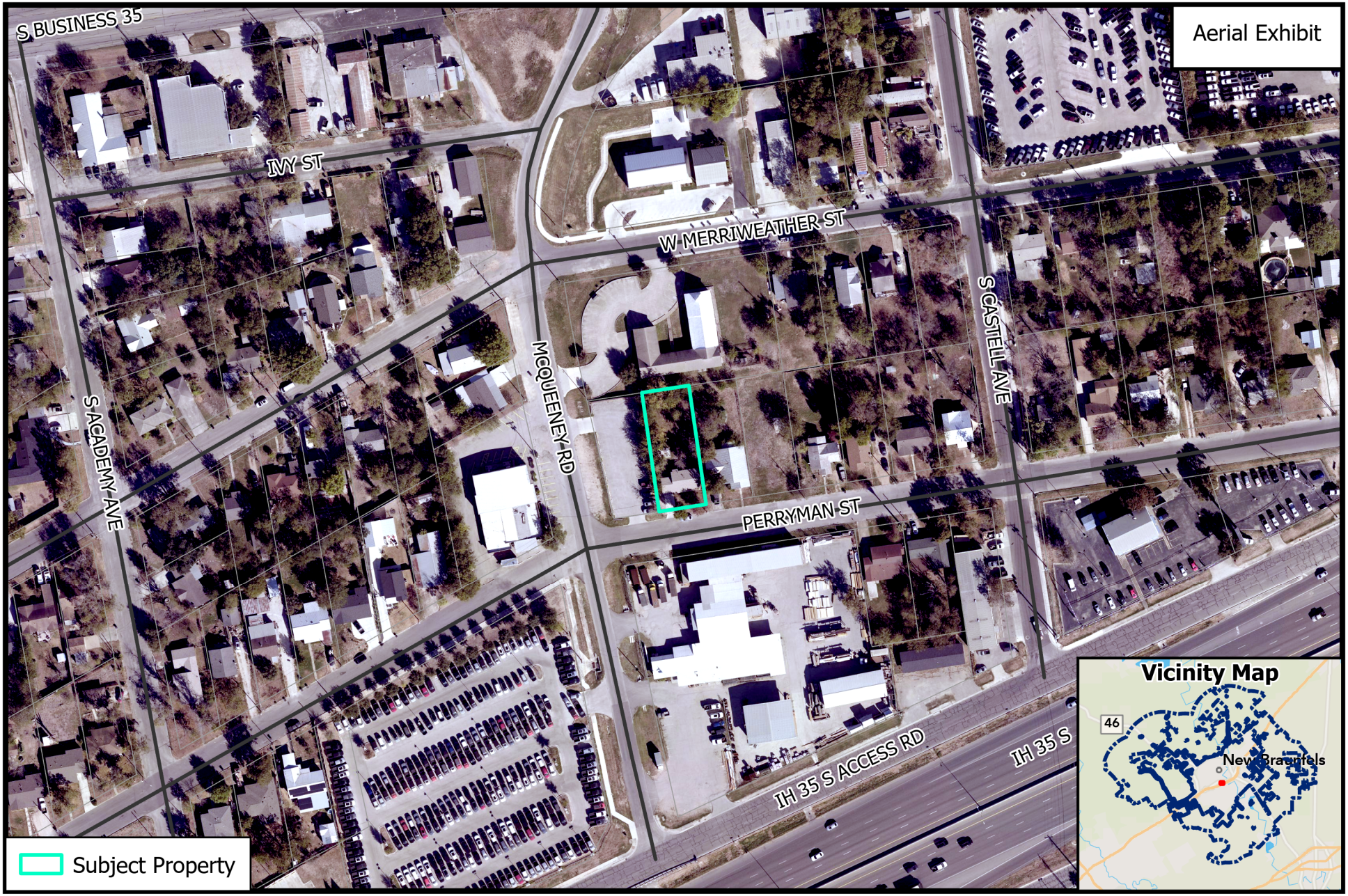
Code of Ordinances Sec. 144-2.1 *Changes and Zoning Amendments*:
(b) *Considerations for approving or denying a zoning change.* In making a determination regarding a requested zoning change, the planning commission and the city council shall consider the following factors:
(1) Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;
(2) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
(3) How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
(4) Any other factors that will substantially affect the public health, safety, morals, or general welfare; and

(5) Whether the request is consistent with the comprehensive plan.

Mailed notification as required by state statute:
Public hearing notices were sent to owners of 11 properties within 200 feet of the request. As of the date this agenda was posted, the city has received 1 response in favor of the request.

Resource Links:

- Chapter 144, Sec. 3.3-9 (C-3) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 3.6 (SUP) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?
- Chapter 144, Sec. 5.17 (Short-term Rental) of the City's Code of Ordinances: <https://library.municode.com/tx/new_braunfels/codes/code_of_ordinances?



SUP26-104

284 Perryman St - SUP for STR

0 90 180 Feet

Path:
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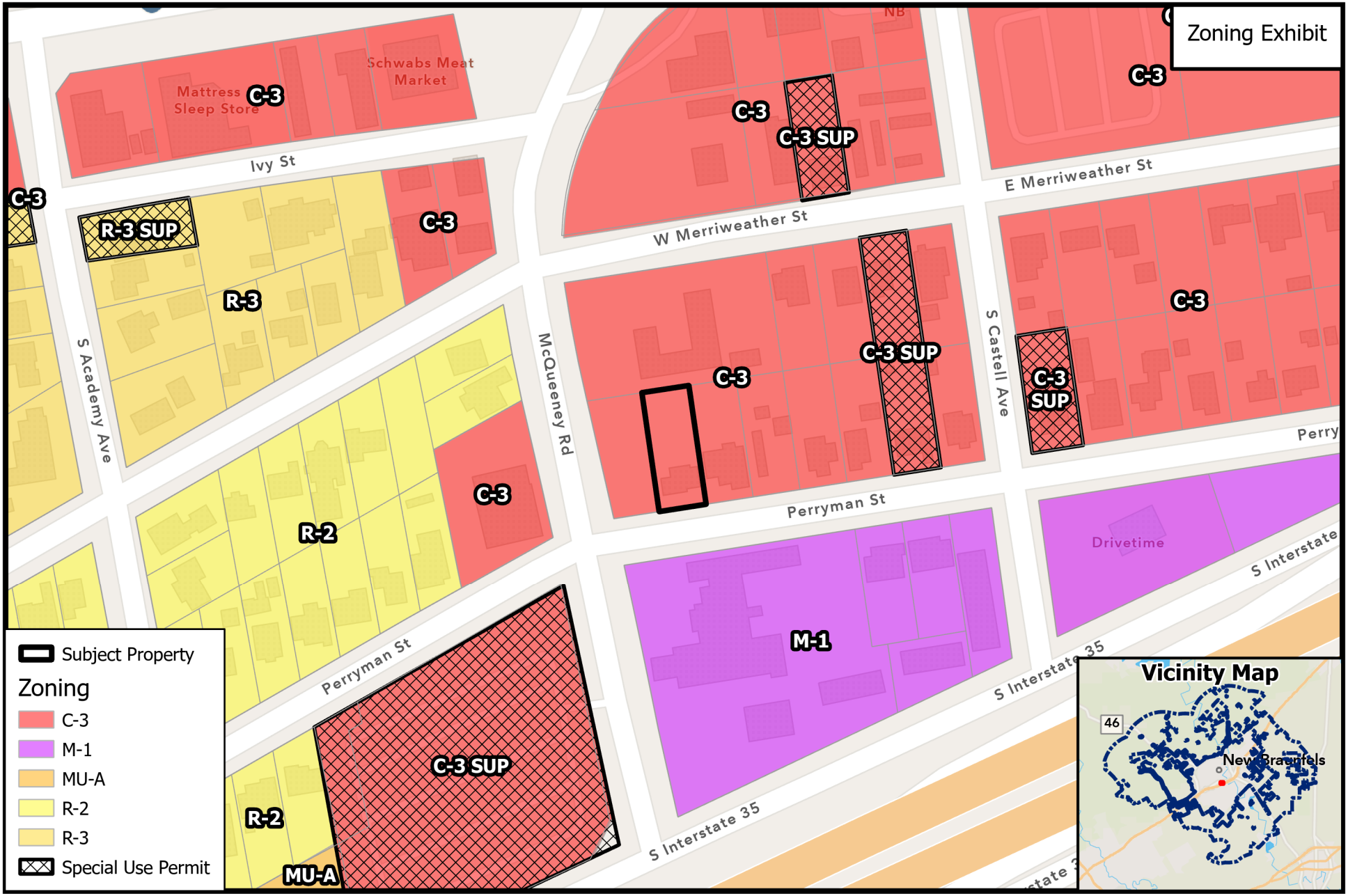
Source: City of New Braunfels Planning
Date: 4/16/2026

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by else is at that party's risk and without liability to the City of New Braur officials or employees for any discrepancies, errors, or variances which ma



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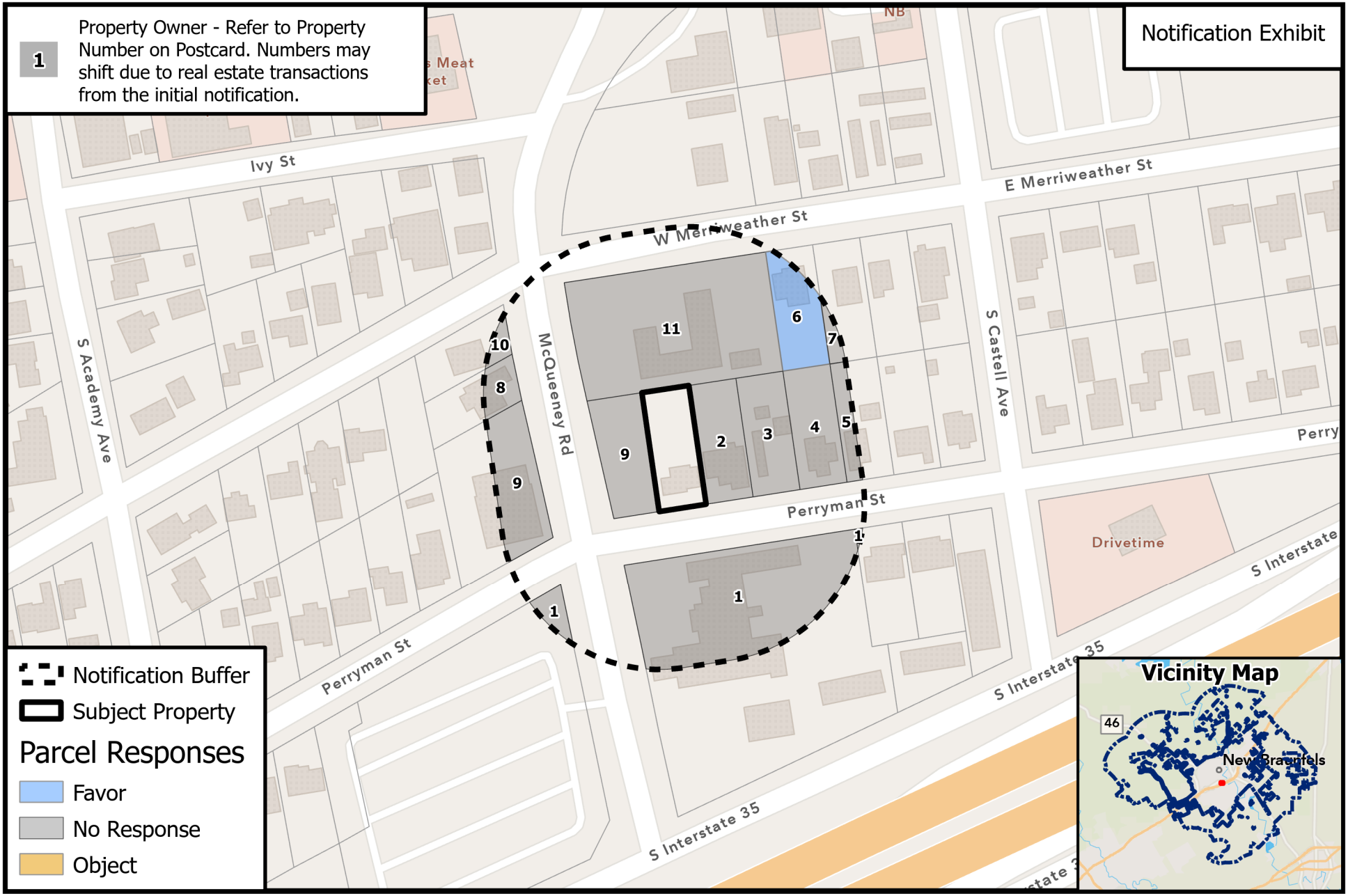
284 Perryman St



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284 Perryman St - SUP for STR

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Source: City of New Braunfels Planning
Date: 5/4/2026

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PLANNING COMMISSION – May 5, 2026 – 6:00PM

City Hall Council Chambers

Applicant: Maria Chavez

Address/Location: 284 PERRYMAN ST

SUP26-104

The numbers on the map correspond to the property owners listed below. All information is from the Appraisal District Records. The property under consideration is marked as “Subject Property”.

1. KAHLIG ENTERPRISES INC
2. STRUPP KENNETH J
3. HEIMER & PREUSSER INC
4. ARNALL CHRISTOPHER D
5. SILVAS SELIA
6. KAHLIG FAMILY LVNG TRST 12-26-2021
7. BARRERA ANDY A S
8. MARTINEZ JOSE S & ALMA
9. ALLEN HOLLY R
10. LEON JEFFREY M
11. IGLESIA BAUTISTA HOSANNA DE N B
12. KAHLIG ENTERPRISES INC

SEE MAP

KAHLIG FAMILY LVNG TRST 12-26-2021

22926 DEFOREST RIDGE LN

KATY TX 77494

Property #: 6

SUP26-104
Case Manager: AM

FAVOR ☑

OPPOSE ☐

COMMENTS

RECEIVED
MAY 04
BY:

C) SUP26-104 Public hearing and recommendation to City Council requested by Maria Chavez of approximately 0.2 of an acre out of the City Block Subdivision 1072, Lot 10, from C-3 (Commercial District) to C-3 SUP (Commercial District with a Special Use Permit to allow a Short-Term Rental of a Residence), currently addressed at 284 Perryman Street.

Amanda Mushinski introduced the aforementioned item and recommended approval with the conditions listed in the staff report.

Chair Sonier asked if there were any questions for staff. There were none.

Chair Sonier invited the applicant to speak on the item.

Agent Piper Olsen elaborated on the request discussing the intent of the request, property location, and the improvements already made to the property.

Chair Sonier opened the public hearing and asked if anyone present wished to speak on the item.

0 individuals spoke in favor of the item.

0 individuals spoke in opposition of the item.

Chair Sonier closed the public hearing.

Chair Sonier asked if there were any further discussion or motion to be made.

Motion by Vice-Chair Taylor, seconded by Commissioner Allsup, to recommend approval of the item to City Council with staff recommended conditions. Motion carried unanimously (8-0-0).

DRAFT

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS REZONING APPROXIMATELY 0.2 ACRES, BEING OUT OF THE CITY BLOCK SUBDIVISION 1072, LOT 10, CURRENTLY ADDRESSED AT 284 PERRYMAN STREET, FROM C-3 (COMMERCIAL DISTRICT) TO C-3 SUP (COMMERCIAL DISTRICT WITH A SPECIAL USE PERMIT TO ALLOW A SHORT-TERM RENTAL OF A RESIDENCE); REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City recognizes that granting such a permit is possible while promoting the health, safety and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatible and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144 of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located in an area suitable for short term rental use; and

WHEREAS, the requested rezoning is in accordance with Envision New Braunfels, the City's Comprehensive Plan; and

WHEREAS, the requested rezoning is in accordance with the City's Strategic Plan; and

WHEREAS, the City Council desires to grant a Special Use Permit at 284 Perryman St, to allow short term rental of a residence in C-3 (Commercial District); **now, therefore;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following tract of land as a "Special Use Permit" for the uses and conditions herein described:

Being out of the City Block Subdivision 1072, Lot 10, being as depicted on Exhibit "A" attached.

SECTION 2

THAT the Special Use Permit be subject to the following additional conditions:

1. The residential character of the property must be maintained.
2. The property will remain in compliance with the approved site plan Exhibit "B" and floor plan Exhibit "C". Any significant changes to the site plan will require a revision to the SUP.

SECTION 3

THAT all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent that they are in conflict.

SECTION 4

THAT if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

SECTION 5

THIS ordinance will take effect upon the second and final reading in accordance with the provisions of the Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this 26th day of May 2026.

PASSED AND APPROVED: Second reading this 8th day of June 2026.

CITY OF NEW BRAUNFELS

_____

NEAL LINNARTZ, Mayor

ATTEST:

_____

GAYLE WILKINSON, City Secretary

APPROVED AS TO FORM:

_____

City Attorney

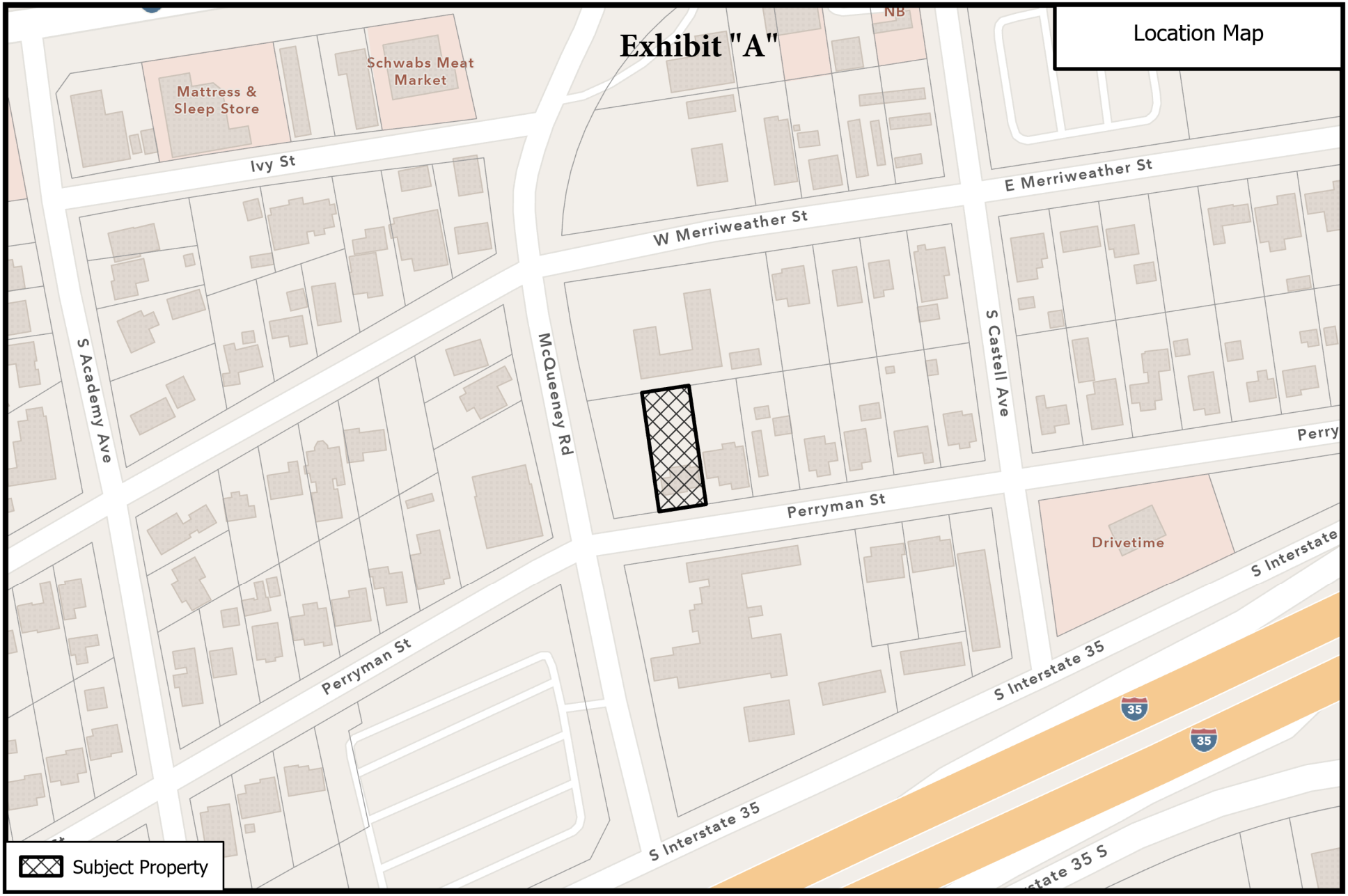

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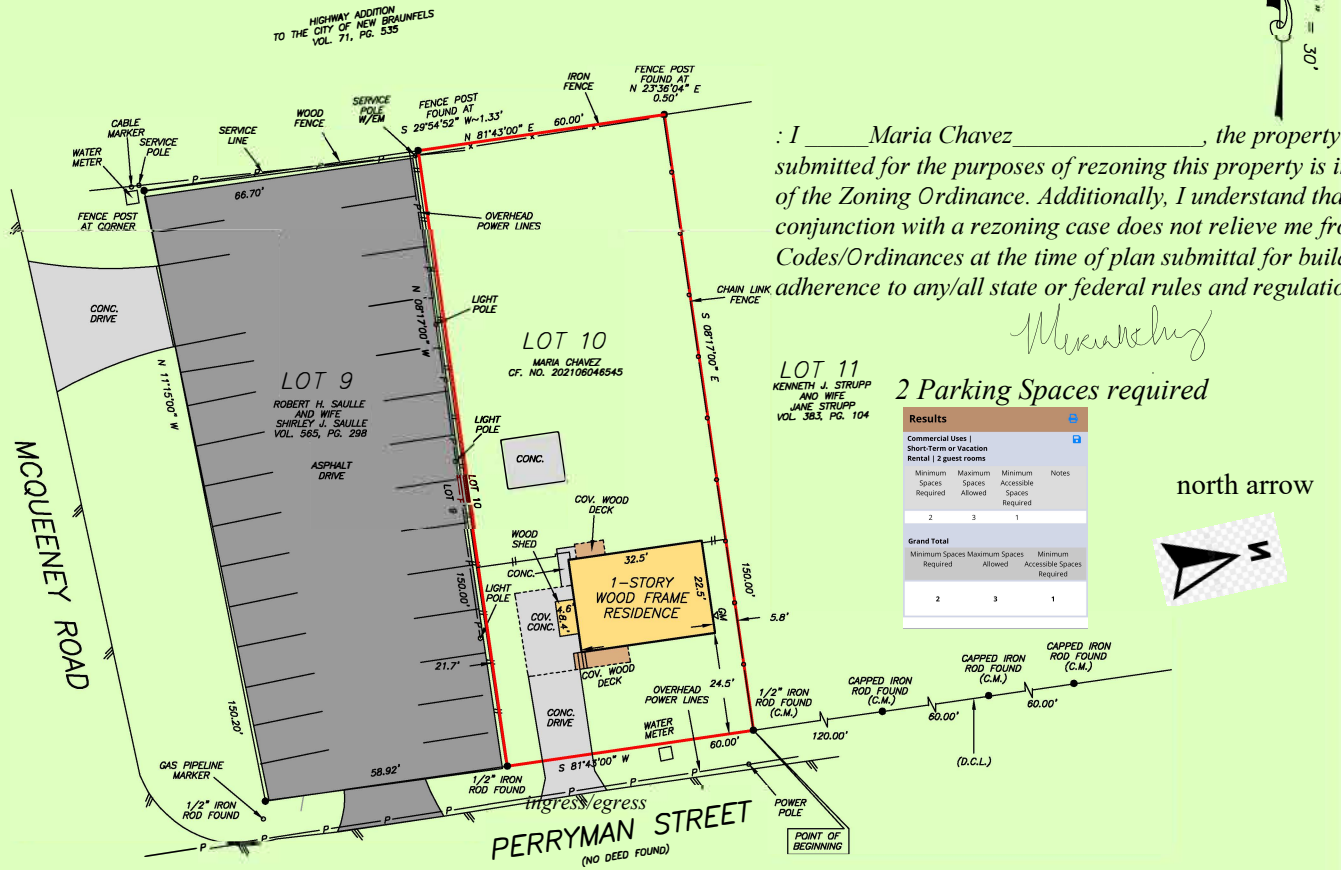
Exhibit "B"



: I _____Maria Chavez_____, the property owner, acknowledge that this site plan submitted for the purposes of rezoning this property is in accordance with all applicable provisions of the Zoning Ordinance. Additionally, I understand that City Council approval of this site plan in conjunction with a rezoning case does not relieve me from adherence to any/all City-adopted Codes/Ordinances at the time of plan submittal for building permits. Nor does it relieve me from adherence to any/all state or federal rules and regulations.

2 Parking Spaces required

Results

Commercial Uses | Short-Term or Vacation Rental | 2 guest rooms

Minimum Spaces Required	Maximum Spaces Allowed	Minimum Accessible Spaces Required	Notes
2	3	1	

Grand Total

Minimum Spaces Required	Maximum Spaces Allowed	Minimum Accessible Spaces Required
2	3	1

north arrow

Driveway measurements 47 ft long x 13.5 ft wide.

each parking space in 9ft wide and 20 ft long
2 parking spaces on driveway to enter at Perryman Street - ingress/egress

ADDRESS: 284 PERRYMAN STREET
NEW BRAUNFELS, TEXAS 78130
ORDERED BY: PYPER OLSON

0.2066 ACRE
LOT 10
NEW CITY BLOCK 1072
AN UNRECORDED SUBDIVISION IN THE CITY OF NEW BRAUNFELS
COMAL COUNTY, TEXAS
(SEE ATTACHED METES AND BOUNDS DESCRIPTION)

NOTE: THIS SURVEY WAS PREPARED WITHOUT A TITLE COMMITMENT. OTHER EASEMENTS AND/OR BUILDING LINES MAY AFFECT THIS TRACT.

NOTE: LOWER COLORADO RIVER AUTHORITY EASEMENT PER VOL. 114, PG. 623.

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER FIRM PANEL NO. 48091C 0455 F
MAP REVISION: 09/02/2009
ZONE X-SHADED
BASED ONLY ON VISUAL EXAMINATION OF MAPS. INACCURACIES OF FEMA MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDY.

A SUBSURFACE INVESTIGATION WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
RECORD BEARING: CF NO. 202108046545

DRAWN BY: JB

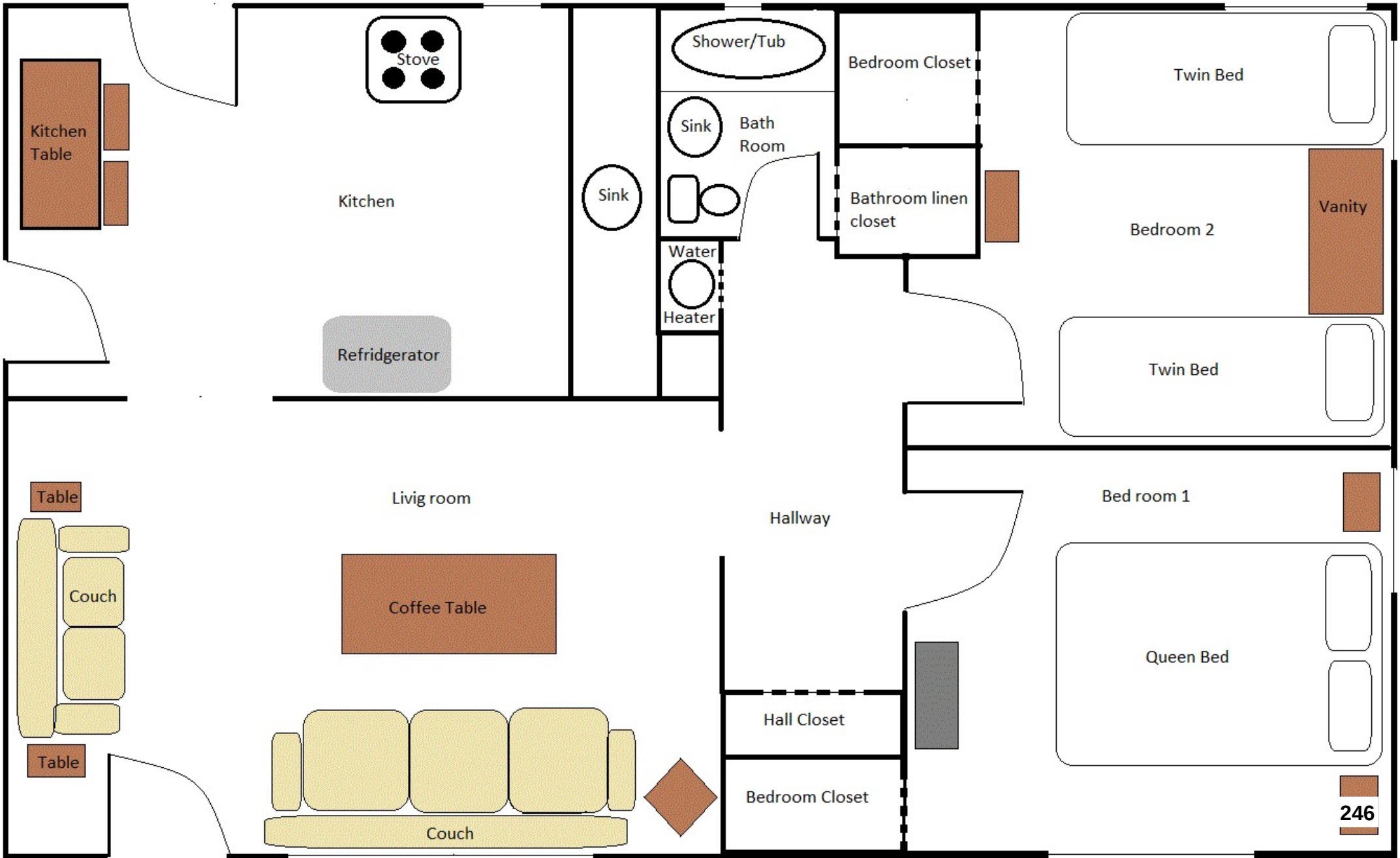
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

JAMES E. MOSELEY
PROFESSIONAL LAND SURVEYOR
NO. 5912
JOB NO. SA2023-02103
MAY 15, 2023

STATE OF TEXAS REGISTERED JAMES MOSELEY 5912 PROFESSIONAL LAND SURVEYOR

PRECISION surveyors
1-800-LANDSURVEY
www.precisionsurveyors.com
281-496-1586 FAX 281-496-1867 210-829-4941 FAX 210-829-1555
950 THREADNEEDLE STREET SUITE 150 HOUSTON, TEXAS 77079 1777 NE LOOP 410 SUITE 600 SAN ANTONIO, TEXAS 78217
FIRM NO. 10063700

Exhibit "C"


Kitchen Table
Stove
Kitchen
Refridgerator
Sink
Shower/Tub
Sink
Bath Room
Water
Heater
Bedroom Closet
Bathroom linen closet
Twin Bed
Vanity
Bedroom 2
Twin Bed
Table
Couch
Table
Livig room
Coffee Table
Couch
Hallway
Hall Closet
Bedroom Closet
Bed room 1
Queen Bed

PRESENTER:
Robert Camareno, City Manager

SUBJECT:
Discuss and consider approval of the composition and selection process for the proposed Charter Review Commission.

DEPARTMENT: City Manager

COUNCIL DISTRICTS IMPACTED: All districts

BACKGROUND INFORMATION:
At the May 11th City Council meeting, City Council directed the City Manager's Office to bring forward a process for a full review of the City Charter. At the May 26th regular City Council meeting, the City Manager provided a presentation that included the following:

- Charter Review Commission composition structure(s)
- Charter Review Commission selection processes
- Recommended process for selecting outside legal support
- Draft timeline to review and propose amendments for a potential May 2027 election

Following discussion, Council indicated that additional time was needed to consider both the composition of the commission and the process for selecting commission members. Therefore, staff requests direction through formal action on the following matters:

1. Is there consensus that the commission should consist of seven total members, including six Council-appointed members and one at-large appointment by the Mayor?

2. Would Council prefer to appoint their representative directly or utilize an open application process?

3. Does council want to appoint an ad-hoc committee of Councilmembers to review the RFP responses for outside legal support?

ISSUE:
N/A

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☐Enhanced Connectivity ☐Community Identity
☒Organizational Excellence ☐Community Well-Being ☐N/A

FISCAL IMPACT:
Administrative costs associated with the commission and outside legal review will either be absorbed into the FY 2026 Adopted Budget and/or incorporated into the FY 2027 Proposed Budget.

RECOMMENDATION:
Implementation of the charter review commission in anticipation of a May 2027 charter amendment election

PRESENTER:
Elizabeth Dupont, Transportation Planner
SUBJECT:
Presentation and update on the Street Safety Action Plan progress and Vision Zero.
DEPARTMENT: Transportation and Construction Services
COUNCIL DISTRICTS IMPACTED: All

BACKGROUND INFORMATION:
The City of New Braunfels Street Safety Action Plan was adopted by City Council in March 2024 as part of on-going efforts to improve safety for all road users and achieve the goal of zero traffic fatalities by 2040. This is part of the global Vision Zero movement, to tackle the various factors that affect road safety, including policy, design, enforcement, and education.

As part of the Infrastructure Investment and Jobs Act (IIJA), the Federal Highway Administration (FHWA) created the Safe Streets and Roads for All (SS4A) grant program to facilitate planning, project development, and implementation of projects that address locations with high safety concerns or inadequate pedestrian infrastructure. To access this funding, an organization needed to create a plan that analyzed and identified areas of concern and included public involvement to determine what factors receive the highest priority. The Street Safety Action Plan was developed in 2023 to marry the existing crash history and data with community priorities to generate a road network safety analysis that was used to identify high-priority road segments and intersections for the City to address and advocate for with our partners at TxDOT.

The City was able to use the plan to acquire funds to supplement the budget for the ADA Transition Plan and has submitted three projects to the 2026 round of SS4A to receive funds towards planning and construction. The plan was also used to justify and support the submission of projects to the Alamo Area Metropolitan Planning Organization for inclusion and funding through the 2027-2030 Transportation Improvement Plan, and previously to allocate City funds towards high-impact projects.

This presentation update to City Council will cover what projects have been implemented and completed, and what other programs are in development or underway. It will also briefly address our recent annual crash history trends.

STRATEGIC PLAN REFERENCE:
☐Economic Mobility ☒Enhanced Connectivity ☐Community Identity
☐Organizational Excellence ☒Community Well-Being ☐N/A

FISCAL IMPACT:
N/A