

Sunflower Ridge Subdivision Trailhead and Trail Development Agreement

This TRAILHEAD AND TRAIL DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the CITY OF NEW BRAUNFELS, TEXAS, a Texas municipal corporation (the "City"), and AG SUNFLOWER RIDGE LLC, a Texas limited liability company (the "Developer"), effective as of the date the City executes this Agreement after the Developer first executes this Agreement ("Effective Date"). The City and the Developer shall hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City identified the Alligator Creek Trail as an Opportunity Area in the 2020 Hike and Bike Trail Plan, and completed a preliminary design for West Alligator Creek Trail that envisions an approximately three-mile linear public trail connecting existing trail new trail and park land for the citizens of New Braunfels;

WHEREAS, the Developer is the owner of 70 acres of real estate at the south west corner of Orion Street and Goodwin Lane, as depicted on **Exhibit A**, attached hereto and incorporated herein (the "Project," and also known as the Sunflower Ridge Subdivision);

WHEREAS, on March 30, 2022, the New Braunfels Planning Commission approved the Master Plan for the Project for the proposed residential development complete with a trail and four subunits of the subdivision for 298 single-family homes more particularly described and noted on the attached **Exhibit B** attached hereto and herein referenced as the "Master Plan";

WHEREAS, the Developer's agents during the development of the Project altered Alligator Creek in the absence of a permit and damaged the waterway, terrain, and vegetation in an area including the proposed trail; and, having received a Notice of Violation letter from the United States Army Corps of Engineers (USACE) dated September 28, 2022, stating that the Developer entered into an approved restoration agreement ("Restoration Plan") dated March 30, 2023 with the USACE for Alligator Creek and the surrounding area which has a range of requirements including grading, planting, and maintaining same for an estimated period of five years; and the Developer has restored the creek channel as of the date of this Agreement;

WHEREAS, the Developer, paid fees-in-lieu of land dedication ("Land Fees") and park land development fees ("Development Fees") for Unit 1A while Alligator Creek was in the process of being rechanneled and restored; and the Developer represented that it would continue with development of the trail after the creek channel was restored;

WHEREAS, Developer intends to build 159 dwelling units in Unit 1A, and paid \$33,072 in Land Fees and \$324,042 in Development Fees on January 5, 2023; and Developer intends to build 36 dwelling units in Unit 1B, and paid \$7,488 in Land Fees and \$73,368 in Development Fees on November 8, 2023;

WHEREAS, the Developer intends to build 21 dwelling units in Unit 1C, requiring \$4,368 in Land Fees and \$42,798 in Development Fees yet to be collected by the City; and the

Developer intends to build 82 dwelling units in Unit 2, requiring \$17,056 in Land Fees and \$167,116 in Development Fees yet to be collected by the City.

NOW, THEREFORE, the City and the Developer agree as follows:

The foregoing recitals are incorporated into this Agreement for all purposes.

Developer Obligations.

- The Developer shall design and construct a public trailhead park ("Trailhead") that is a minimum of 2.0 acres. The Trailhead shall reflect the layout and include the elements illustrated in the 60% Design presented on the attached **Exhibit C** attached hereto and incorporated herein, subject to final approval and acceptance by the City, including but not limited to:
 - Parking lot, with a minimum of thirteen (13) parking spaces;
 - Minimum ten (10)-foot wide concrete path connecting parking lot to Trail;
 - Minimum four (4)-foot wide concrete sidewalk connections among/between Sunforest Lane, Trailhead amenities, and Trail;
 - GameTime Modular Powerscape Ramped 2-12 Unit, Color Palette "Forester" as presented in **Exhibit C**
 - Bike racks to accommodate six (6) bicycles;
 - Three (3) shaded picnic tables;
 - Drinking fountain;
 - Minimum four (4) 2ft x 2ft x 4ft limestone seat blocks;
 - Trailhead kiosk;
 - Minimum two (2) trash receptacles;
 - Park entrance/monument sign per City standard;
 - Buffer plantings around parking lot;
 - Landscaping throughout, with irrigation to all landscape beds.
- The Developer shall design and construct a public hike and bike trail ("Trail") in Alligator Creek. All Trail, bridge, and structural improvements shall comply with USACE requirements. The Trail shall reflect the layout and include the elements presented on the 60% Design attached as **Exhibit C** subject to final approval and acceptance by the City, including but not limited to:
 - Minimum ten (10)-foot wide 1,725-foot long concrete path connecting originating at the property line to the south in the approximate location shown on **Exhibit C** to the existing Trail terminus to the north;
 - Minimum two (2) structural creek crossings across Alligator Creek, each minimum ten (10)-feet wide with a concrete deck;
 - Minimum four (4)-foot wide concrete sidewalk connection between Sunforest Lane and Trail within 300 feet of Goodwin Avenue.
- The Trailhead and Trail as described in **Exhibit C** shall be designed as a single project and subsequently constructed as a single project.

City Obligations. The City will recognize the improvement and dedication of the Trailhead and Trail as satisfactory to meet and fulfill the Ordinance requirements for the Project provided that the total number of dwelling units in the Project does not exceed 298. Additional dwelling units will require additional Land Fees and Development Fees and/or renegotiation of the Agreement.

Fees. The parties acknowledge that Land Fees and Development Fees are required for all units of the Project and shall be paid by the Developer at the time of plat recordation at the rate established by the Ordinance. Land Fees and Development Fees will be reimbursed to the Developer upon the completion of all of the following:

- Payment of all Land Fees and Development Fees required for all units of the Project;
- Submission of copies of invoices and checks paid by the Developer toward design and construction of the Trailhead and Trail, totaling at least the sum of all Land Fees and Development Fees required for all units of the Project;
- Dedication of the Trailhead and Trail Easement to the City.

Performance Bond. The Developer has secured a performance bond equal to the 100 percent total cost for the Trailhead and Trail as set forth in an Opinion of Probable Construction Cost (OPCC) signed and sealed by a registered engineer premised upon 60% design completion (60% Design), to guarantee the Developer completes the development of the Trailhead and Trail in accordance with the Agreement, approved plans, specifications, codes, ordinances, and other applicable laws. In the event of default by the Developer, and when the City receives all or part of the payment from the performance bond, and that payment satisfies all the cost obligations for the Trailhead and Trail project, then the Developer shall be reimbursed the balance of the park fees paid not yet reimbursed. The signed OPCC as described above is attached hereto and incorporated herein as **Exhibit D**. A true and correct copy of the performance bond is attached hereto and incorporated herein as **Exhibit E**.

Once the performance bond has been approved and accepted by the City Attorney and by the City Engineer, and upon full execution of this Agreement, Developer may plat the remainder of the Sunflower Ridge Subdivision according to the Master Plan.

Construction Design & Review. The design of the Trailhead and Trail must be approved by the City Parks and Recreation Director and any other Department(s) determined by the City in accordance with the Development and Dedication Schedule specified below. In any event, all approvals will follow the Development and Dedication Schedule. The design in **Exhibit C** is hereby agreed upon by both City and Developer. Any material deviations in scope from the **Exhibit C** are required to be reduced to writing and mutually agreed to by City and Developer. Construction plans shall be approved by the City Engineer prior to construction.

Construction Inspections. The Trailhead and Trail improvements shall be inspected by the City while construction is in progress in accordance with standard construction inspection policies and process currently used in the City for public improvements.

Letter of Approval. The City shall issue a Letter of Approval no later than thirty (30) days following the final inspection approval to the Developer following the completion of construction and final inspection of the Trailhead and Trail.

Park Land Dedication.

- **Trailhead.** Following the issuance of the Letter of Approval by the City, the Developer shall deed the Trailhead as presented in Exhibit C to the City by deed in a form reasonably acceptable to the Developer and the City and by bill of sale, with such conveyances to the City of New Braunfels to be free and clear of any liens on such conveyed property.
- **Trail.** Following the issuance of the Letter of Approval by the City, the Developer shall grant a twenty-five (25)-foot in width easement to the City for the Trail as presented in Exhibit C in a form reasonably acceptable to the Developer and City. The easement shall allow for public access of the Trail and regular operation and maintenance of the Trail by the City; however, the easement shall specify that the Developer retains responsibility for any and all capital asset repairs and corrections during the duration of the Restoration Plan, and that the Developer retains responsibility for any and all repairs, corrections, modifications, improvements, or other restoration activities within the easement area required to maintain compliance with and achieve successful completion of the Restoration Plan. Following the later of the successful completion of the Restoration Plan or any construction warranty periods, along with written notification from the Developer to the City, the easement will specify that the City will be responsible for all operation, maintenance and repair of the Trail. City and Developer may renegotiate the easement agreement in consideration of reassignment of responsibilities.

Maintenance Bond. Prior to the City's acceptance of the Trailhead and Trail, the Developer shall provide a two (2) year maintenance bond that is equal in amount to twenty percent (20%) of the 100% OPCC of the Trailhead and Trail and a manufacturer's letter stating any play structure, equipment, and safety surfaces were installed in accordance with the manufacturer's installation requirement.

Operation and Maintenance. The Developer shall be responsible for all routine and major maintenance of the Trail and Trailhead until any or all of the properties are formally conveyed to the City by Dedication according to the terms above, effective on the date(s) of recordation, at which time the City assumes operation and maintenance responsibility.

Development and Dedication Schedule. Following execution of this Agreement, the design, construction, and dedication of the Trailhead and Trail shall be as follows:

Action	Deadline
Developer submits: • 90% Design, and • Opinion of Probable Construction Cost (OPCC) for Trailhead and Trail to City for review.	No later than one-hundred fifty (150) days following date of last signature of this Agreement.
City provides 90% Design review comments and revision requirements to Developer.	No later than thirty (30) days following submission of 90% of Design and OPCC.
Developer submits: • 100% Design, and • Sealed Opinion of Probable Construction Cost prepared by independent third-party cost estimator for Trailhead and Trail to City for approval.	No later than thirty (30) days after receipt of comments from City.
City issues written approval of 100% Design and schedules preconstruction conference.	
Final completion of construction of Trailhead and Trail, including all punch list items.	No later than June 30, 2026.
City issues Letter of Approval for Trailhead and Trail to Developer.	No later than thirty (30) days following City inspection finding satisfactory completion of all final construction and punch list items.
Dedication of Trailhead and Trail Easement to City.	No later than forty-five (45) days following date of Letter of Approval from City.
Reimbursement of Land Fees and Development Fees to Developer.	No later than thirty (30) days following Dedication of Trailhead and Trail to City.
Expiration of Development Agreement.	Upon satisfactory completion of all of the above.

Default. It will be an “Event of Default” if either party fails to comply with any term, provision, or covenant of this Agreement. A defaulting party shall have 30 days after receiving written notice of an Event of Default from the non-defaulting party to cure the default, or such longer period as may be reasonably necessary if such default is not subject to cure within 30 days and continues to diligently pursue such cure (such period of 30 days or longer as may be applicable, the “Cure Period”). If the defaulting entity does not cure the default within the applicable Cure Period, and if the non-defaulting entity has not waived the default in writing, then after expiration of the applicable Cure Period, the non-defaulting entity may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement, terminate this Agreement by written notice to the defaulting party or seek any other relief available at law or in equity, all of which are cumulative and are in addition to any other right or remedy given under

this Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another. Further, if, in the Event of Default by Developer that remains uncured past the Cure Period, and City makes a claim on the Performance Bond, then Developer hereby dedicates to the City the real property for the 2-acre Trailhead and the twenty-five (25) foot in width Trail easement that extends for a length of 1,725 feet on the Developer's property as depicted on **Exhibit F**. Any potential claim on the performance bond shall not condition or delay the remainder the Project. Notwithstanding any provision herein to the contrary, if notice of default or there is a dispute as to whether the default has been cured, then the parties shall make a good faith effort to resolve the dispute before the Agreement is declared terminated or in default.

City Code of Ordinances/Enforcement. This Agreement is made subject to the existing provision of the Charter of New Braunfels, its rules and regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States. The parties agree that this Agreement will be performable in New Braunfels, Texas and that if legal action is necessary to enforce this Agreement, exclusive venues shall lie in Comal County, Texas.

All terms of the 2018 Park Land Ordinance remain in effect unless otherwise specified in this Agreement.

Notice. Any notice, communication, request, demand, reply or advice (severally and collectively referred to as "Notice") in this Agreement required or permitted to be given, made or accepted must be in writing. Notice may, unless otherwise specifically provided herein, be given or served (a) by depositing the same in a receptacle regularly maintained and serviced by the United States Postal Service, postage pre-paid, registered or certified, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party, or an agent of the party, in person or by commercial courier or (c) by regular mail, facsimile transmission, email or other commercially reasonable means addressed to the party to be notified. Notice sent by registered or certified mail in the manner hereinabove described shall be effective on the date of deposit as evidenced by the mail receipt stamped by the post office. Notice given in any other manner shall be effective only if and when received by the party to be notified. Seller's and Purchaser's respective legal council may give any notice on its client's behalf. For the purposes of Notice, the addresses of the parties shall, until changed as provided below, be as follows:

City: Parks and Recreation Department
Attn: Park Development Manager
City of New Braunfels
110 Golf Course Road
New Braunfels, Texas 78130

City Engineer
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

City Attorney
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Developer: Richard Byrd
AG Sunflower Ridge LLC
5910 N. Central Expy., Ste. 1600
Dallas, TX 75206

City Approval. This Agreement shall be approved by the City Council by formal action and shall be effective upon the signature of all parties hereto. The City shall be the last Party to execute this Agreement.

[Signature pages follow]

DEVELOPER:

AG Sunflower Ridge, LLC,
a Texas limited liability company

By: R. Byrd

Name: Richard Byrd

Title: Managing Member

Date: 4-23-24

CITY:

CITY OF NEW BRAUNFELS, TEXAS

By: Robert Combs

Name: Robert Combs

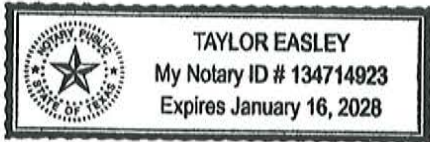
Title: City Manager

Date: 4/24/24 (Effective Date)

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 23 day of April, 2024, by
RICHARD BYRD, Managing Member of the AG SUNFLOWER RIDGE, LLC.

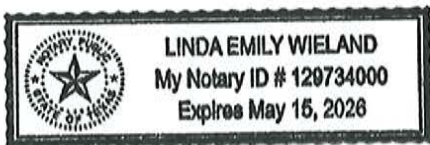


Taylor Easley
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on the 24th day of April, 2024, by
ROBERT CAMARENO, City Manager of the City of New Braunfels, Texas, a home-rule
municipal corporation, on behalf of the City.



Linda Emily Wieland
NOTARY PUBLIC, State of Texas

Exhibit A:
Project Area

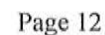


Exhibit B:
Master Plan

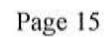
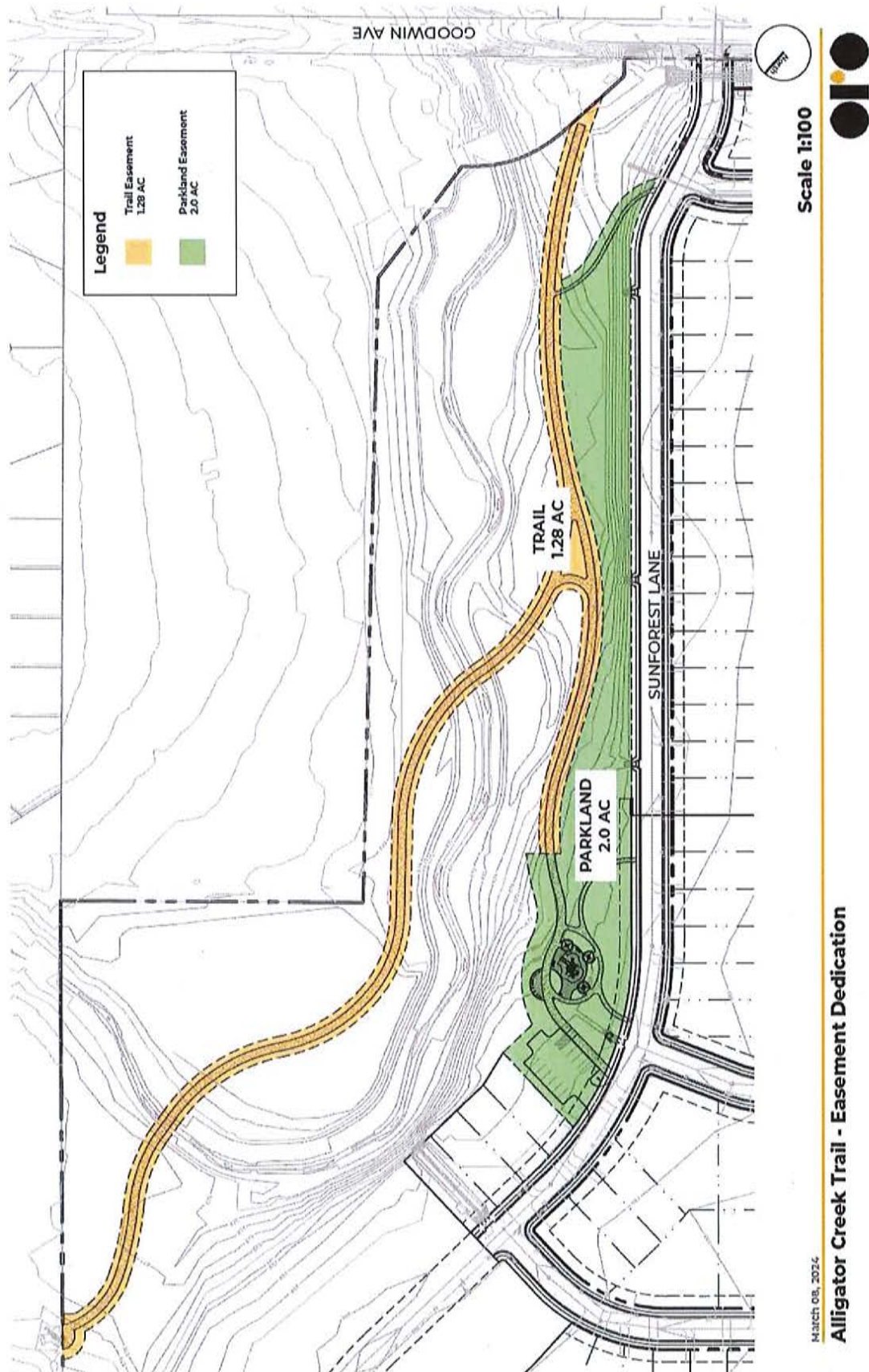
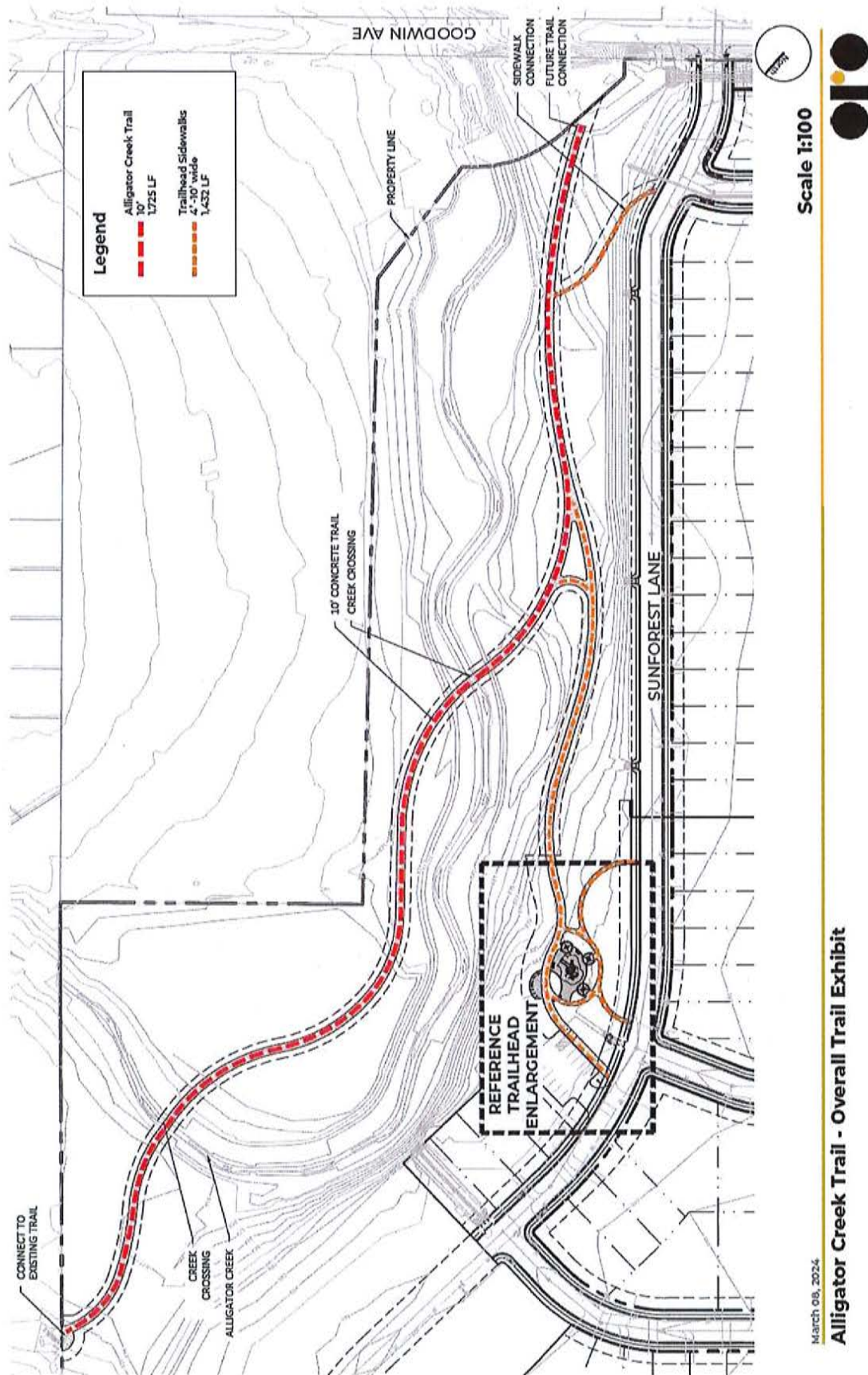
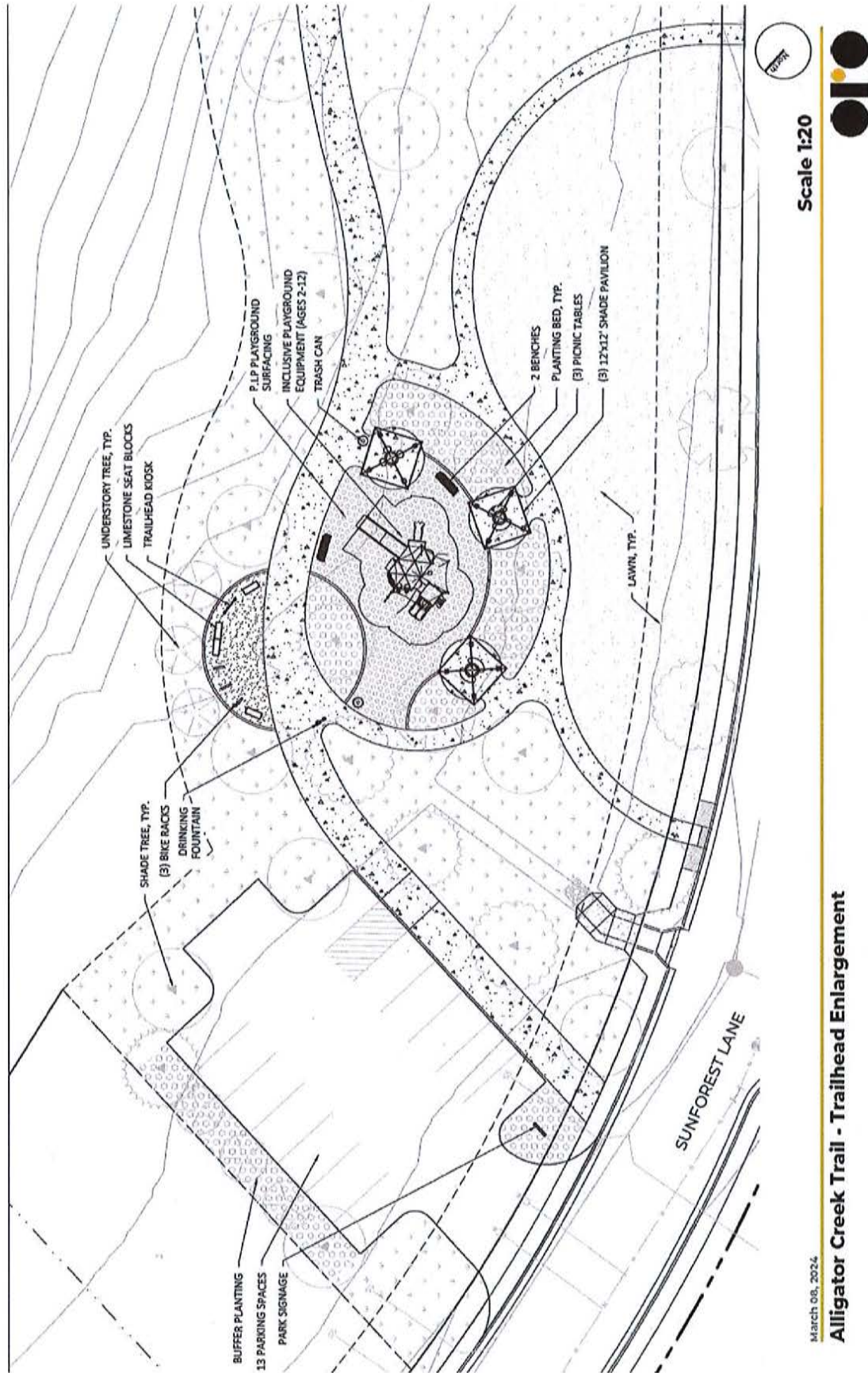
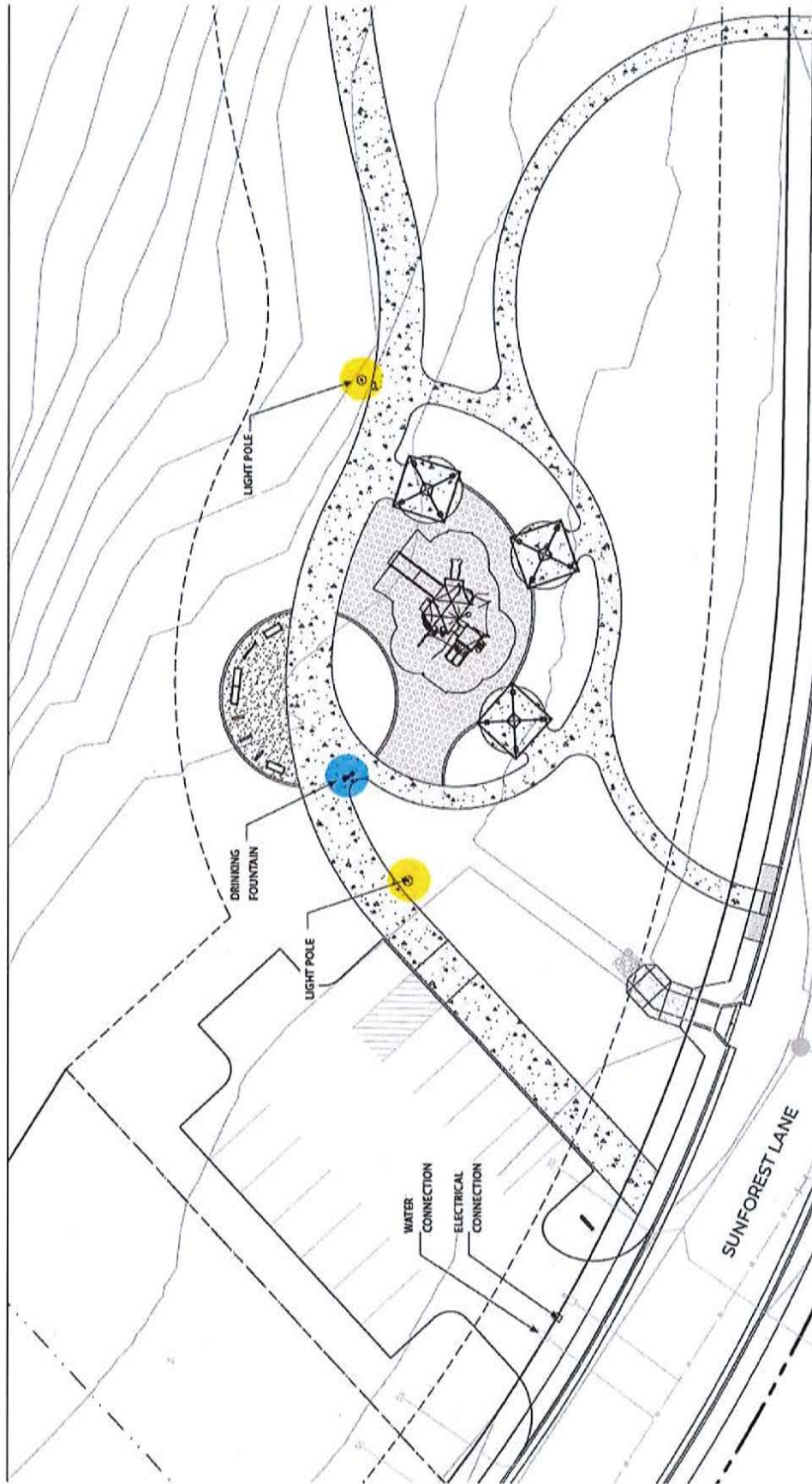


Exhibit C:
Trailhead and Trail 60% Design









March 21, 2024

Alligator Creek Trailhead - Utility Connections



Street/Canopy Trees				
	<i>Quercus fusiformis</i>	Live Oak	2" Cal.	Container grown, 12' ht., 4' spread min., 5' clear trunk
	<i>Ulmus crassifolia</i>	Cedar Elm	2" Cal.	Container grown, 12' ht., 4' spread min., 5' clear trunk
	<i>Quercus shumardii</i>	Shumard Oak	2" Cal.	14' ht., 4' spread min., 5' clear trunk
	<i>Quercus polymorpha</i>	Monterrey Oak	2" Cal.	Container grown, 12' ht., 5' spread min., 5' clear trunk
Ornamental Trees				
	<i>Chilopsis linearis</i>	Desert Willow	1.5" Cal.	Container grown, 6' ht., 4' spread min.
	<i>Ilex vomitoria</i>	Yaupon Holly	1.5" Cal.	Container grown, 5' ht., 4' spread min.
Screening / Large Shrubs				
	<i>Leucophyllum frutescens</i>	Texas sage	5 Gal.	
	<i>Muhlenbergia lindheimeri</i>	Big muhly	5 Gal.	
	<i>Muhlenbergia capillaris</i>	Gulf Muhly	5 Gal.	
	<i>Raphalepis indica</i>	Indian Hawthorn	5 Gal.	
	<i>Anisacanthus Wrightii</i>	Flame Acanthus	5 Gal.	
Perennial				
	<i>Nassella tenuissima</i>	Mexican Feather Grass	1 Gal.	
	<i>Lantana x 'New Gold'</i>	New Gold Lantana	1 Gal.	
	<i>Conoclinium greggii</i>	Greggs mistflower	1 Gal.	
	<i>Phlomis fruticosa</i>	Jerusalem Sage	1 Gal.	
	<i>Salvia leucantha</i>	Mexican Bush Sage	1 Gal.	
	<i>Iris bicolor</i>	Bi-Color Iris	1 Gal.	
	<i>Yucca pallida</i>	Paleleaf Yucca	1 Gal.	
Sod and Hydromulch				
	<i>Cynodon dactylon</i> 'Sahara'	Common Bermuda-SEED	Seed, see plans	
	<i>Cynodon dactylon</i> 'Celebration'	Common Bermuda-SOD	Solid Sod, see plans	

March 21, 2024

Alligator Creek Trailhead - Planting List



Alligator Creek Option 2 - 2-12 Unit New Braunfels, TX

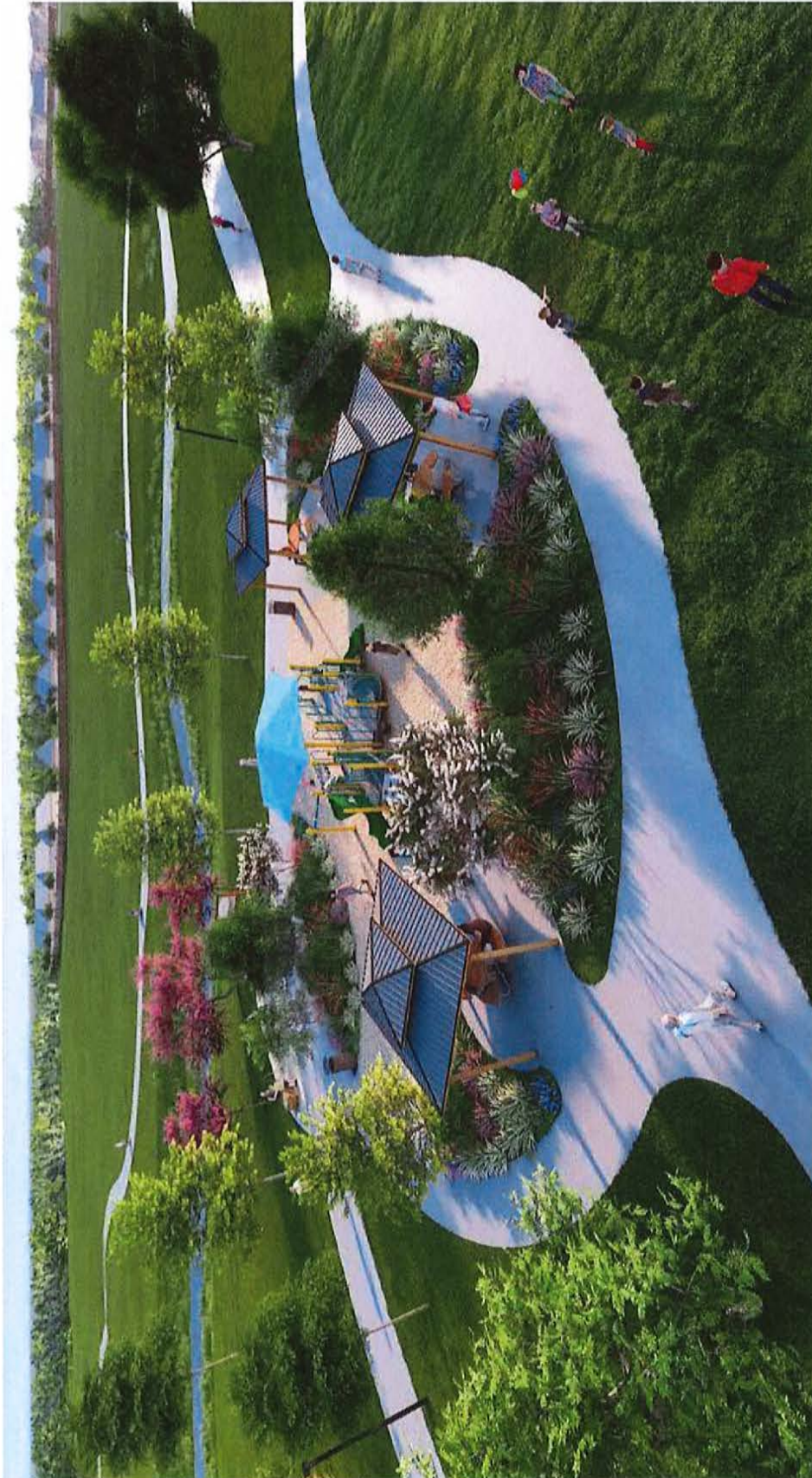
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Color Palette - Forester

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March 22, 2024

Alligator Creek - model view 01





March 22, 2024

Alligator Creek - model view 02





March 22, 2024

Alligator Creek - model view 03





March 22, 2024

Alligator Creek - model view 04





March 22, 2024

Alligator Creek - model view 05



Exhibit D:

Opinion of Probable Construction Cost for 60% Design

Opinion of Probable Construction Costs
Sunflower Ridge - Alligator Creek Trailhead
April 15, 2024



TRAIL

ITEM	DESCRIPTION	UNITS	PER	UNIT PRICE	COST
Mobilization	4% of Construction Cost	1	ALLOW	\$10,916.23	\$10,916.23
Standard Concrete - TRAIL - 10 ft Sidewalk	4" Thickness, Medium Broom Finish	1,858	SY	\$77.65	\$145,442.45
Trail Grading		1	ALLOW	\$12,000.00	\$12,000.00
Span Bridge Crossing - 24'	24' x 10' - Weathering Steel, Concrete Deck	1	EA	\$31,500.00	\$31,500.00
Span Bridge Crossing - 22'	22' x 10' - Weathering Steel, Concrete Deck	1	EA	\$29,000.00	\$29,000.00
Span Bridge - Concrete Surfacing	5" Thickness Concrete Deck	51	SY	\$97.32	\$4,963.32
Span Bridge - Installation		2	EA	\$12,000.00	\$24,000.00
Concrete Abutments and Engineering		1	ALLOW	\$26,000.00	\$26,000.00
SWPPP	6% of Construction Cost	1	ALLOW	\$16,374.35	\$16,374.35
TRAIL SUBTOTAL					\$300,196.38

TRAILHEAD

ITEM	DESCRIPTION	UNITS	PER	UNIT PRICE	COST
Mobilization	4% of Construction Cost	1	ALLOW	\$22,116.78	\$22,116.78
Standard Concrete - 10 ft. Sidewalk	4" Thickness, Medium Broom Finish	906	SY	\$77.65	\$70,541.16
Standard Concrete - 5 ft. Sidewalk	4" Thickness, Medium Broom Finish	378	SY	\$77.65	\$29,431.08
Concrete Curb and Gutter		333	LF	\$42.05	\$14,005.98
Asphalt Surfacing	Price includes compact subgrade, flexible base, and hotmix	615	SY	\$50.00	\$30,950.00
Parking Striping Signage and Curb Stops		1	ALLOW	\$5,000.00	\$5,000.00
Picnic Shelters	(qty 3) 12' x 12', includes freight and installation	1	LS	\$73,070.57	\$73,070.57
Decomposed Granite	4" depth over geo fabric	420	SF	\$9.65	\$4,053.00
Flush Concrete Curb	6" wide curb	149	LF	\$30.00	\$4,470.00
Concrete Commercial Driveway		1	EA	\$8,000.00	\$8,000.00
Park Signage		1	ALLOW	\$5,000.00	\$5,000.00
Trailhead Kiosk		1	ALLOW	\$6,500.00	\$6,500.00
Water Fountain		1	ALLOW	\$4,000.00	\$4,000.00
Water Service		1	ALLOW	\$5,000.00	\$5,000.00
Lighting and Electrical Service	assume two pedestrian pole top lights	1	ALLOW	\$30,000.00	\$30,000.00
Picnic Tables		3	EA	\$1,400.00	\$4,200.00
Limestone Blocks	2' x 2' x 4'	4	EA	\$600.00	\$2,400.00
Play Equipment and Surfacing	Includes freight and installation	1	LS	\$131,105.32	\$131,105.32
Bench	6'-0" length, powdercoated	2	EA	\$2,500.00	\$5,000.00
Bike Racks	powdercoated	3	EA	\$800.00	\$2,400.00
Trash Can	Dom-top, Powdercoated	2	EA	\$1,800.00	\$3,600.00
Trailhead Grading		1	ALLOW	\$15,000.00	\$15,000.00
Sidewalk Culvert Drainage		2	EA	\$2,500.00	\$5,000.00
Hydromulch	Bermuda 'Sahara'	71,362	SF	\$0.15	\$10,704.30
Solid Sod	Bermuda 'Celebration'	8,650	SF	\$0.80	\$7,088.00
Planting Beds	Bed Prep, Mulch	2,320	SF	\$15.00	\$34,800.00
Shade Trees	3" caliper B&B Material	22	EA	\$800.00	\$17,600.00
Ornamental Trees	45 gal. B&B Material	6	EA	\$500.00	\$4,000.00
Permanent Irrigation	Drop for Planting Beds, Spray and Rotors for Lawn Area	16,000	SF	\$1.25	\$20,000.00
Water Fountain (NSU Impact Fee)	5/8" Water Irrigation Meter	1	EA	\$19,448.00	\$19,448.00
Irrigation (NSU Impact Fee)	1 1/2" Water Irrigation Meter	1	EA	\$39,495.00	\$39,495.00
SWPPP	6% of Construction Cost	1	ALLOW	\$33,175.16	\$33,175.16
TRAILHEAD SUBTOTAL					\$687,154.35

PROFESSIONAL SERVICES

ITEM	DESCRIPTION	UNITS	PER	UNIT PRICE	COST
Landscape Architect			ALLOW	\$18,800.00	\$18,800.00
Civil Engineer			ALLOW	\$25,000.00	\$25,000.00
Insurance & Bonds	3% of Construction Cost		ALLOW	\$24,774.78	\$24,774.78
Material Testing Services	2.5% of Flatwork, Paving, Curb		ALLOW	\$10,893.21	\$10,893.21
TRAIL SUBTOTAL					\$79,467.97

SUMMARY

TRAIL SUBTOTAL	\$300,196.38
TRAILHEAD SUBTOTAL	\$687,154.35
PROFESSIONAL SERVICES SUBTOTAL	\$79,467.97
20% CONTINGENCY	\$209,363.74
TOTAL	\$1,256,182.44

Note: All costs shown are an assumption and represent Oro Design Group's opinion of probable cost based on historical data received in the past. Oro Design Group does not guarantee pricing. Pricing shown is an approximation of the project requirements known to Oro Design Group at the time of compilation. The actual costs may change after all of the project elements have been finalized.



04/15/2024

Exhibit E:
Evidence of Performance Bond, Including Increase Rider

Great Midwest Insurance Company

Performance Bond No. GM221225

KNOW ALL MEN BY THESE PRESENTS: That AG SUNFLOWER RIDGE, LLC, a Texas limited liability company, (hereafter called the Principal) and Great Midwest Insurance Company, who is authorized to do business in the State of Texas, (hereinafter called the Surety) are held and firmly bound unto the City of New Braunfels, Texas, a Texas home-rule municipal corporation, (hereinafter called the Oblgee), in the full and just sum of One Million Five Thousand Nine Hundred Two and 38/100 Dollars (\$1,005,902.38), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal and Oblgee have entered into a written agreement, Sunflower Ridge Subdivision Trailhead and Trail Development Agreement (hereinafter called the "Agreement") dated 25 day of March, 2024 for the design, development, and construction of a concrete 10 foot trail and trail head as further described in the attached Agreement which is hereby referred to and made a part hereof;

WHEREAS, Principal has agreed to have finally constructed and have accepted the trail and trailhead by June 30, 2026;

WHEREAS, the Oblgee has agreed to accept a bond guaranteeing the performance of said Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully and timely perform each and every obligation in said Agreement at the time and in the manner specified therein, then this obligation shall be void; otherwise to remain in full force and effect;

No Assignment of this Obligation is permitted without the written approval of Oblgee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this Instrument this 21st day of March, 2024.

AG Sunflower Ridge, LLC

Principal

By: R. Byrd

Richard Byrd - Managing Member
Printed Name and Title

5910 N. Central Expy., Ste. 1600, Dallas, TX 75206
Address, Email and Phone

Great Midwest Insurance Company

Surety

By: Charissa D. Lecuyer

Charissa D. Lecuyer
Name of Attorney-in-Fact

800 Gessner, Ste. 600, Houston, TX 77024 713-973-0226
Address, Email and Phone - Seal below

Attachments: Power of Attorney Appointing Individual Attorney in Fact (Surety Provided)

Page 1 of 2

Acknowledgment by Surety (Notary Public Acknowledgment provided by Surety)

Acknowledgment by Principal (Notary Public Acknowledgment provided by Surety)

Attachment of Sealed Engineering Estimate of construction costs of trail and trailhead project as approved by City. (Original Sealed Estimate of costs provided to City and to Surety)

Attachment of Development Agreement.

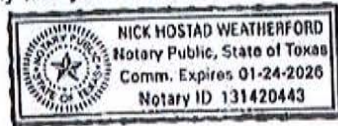
NOTARIAL ACKNOWLEDGEMENT

State of Texas

County of Dallas

On this 25th day of March in the year 2024 before me, Nick Weatherford
Notary Public in and for the County and State, residing therein, duly commissioned and
sworn, personally appeared Richard Byrd known to me to be the
duly authorized representative of AG Sunflower Ridge, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.



Nick Weatherford
Notary Public

My Commission expires: 01-24-2026

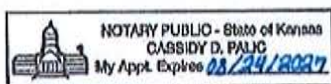
NOTARIAL ACKNOWLEDGEMENT

State of KANSAS

County of JOHNSON

On this 21st day of March in the year 2024 before me, Cassidy D. Palic, Notary Public in and for the County and State, residing therein, duly commissioned and sworn, personally appeared Charissa D. Lecuyer known to me to be the duly authorized representative of Great Midwest Insurance Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Cassidy D. Palic
Cassidy D. Palic, Notary Public

My Commission expires: August 24, 2027

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Monica F. Donatelli, Camille O. Parman, Morgan Wilkerson-Liu, S. Mark Wilkerson, Charissa D. Lecuyer

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereon. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

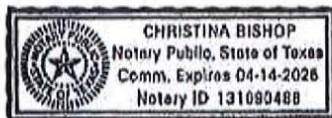
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of March, 20²⁴



BY

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

INCREASE RIDER

Rider to be attached to and form a part of Bond Number GM221225, dated the 21st day of March 2024, issued by Great Midwest Insurance Company, as Surety, on behalf of AG Sunflower Ridge, LLC, as Principal, in favor of City of New Braunfels, Texas, as Obligee.

It is understood and agreed that the penal sum of the attached bond is hereby increased:

From: One Million Five Thousand Nine Hundred Two and 38/100 (\$1,005,902.38)

To: One Million Two Hundred Fifty Six Thousand One Hundred Eighty Two and 44/100 (\$1,256,182.44)

This change is effective the 15th day of April 2024.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Dated as of this 15th day of April 2024.

AG Sunflower Ridge, LLC

Principal

By: R. Byrd

Name: Richard Byrd

Title: Managing Member

Great Midwest Insurance Company

Surety

By: Charissa D. Lecuyer

Charissa D. Lecuyer, Attorney-in-Fact



Exhibit F:

Legal Property Description of Trailhead and Trail Easement



METES AND BOUNDS DESCRIPTION
FOR A
2.000 ACRES TRACT OF LAND
(PARKLAND AREA)

BEING 2.000 acres of land, situated in the Orilla Russell Survey No. 2, Abstract No. 485, Comal County, Texas, being out of the remaining portion of a called 68.031 acre tract, as conveyed to AG Sunflower Ridge, LLC., and recorded in Document No. 202106063499 and a correction deed in Document No. 202206016444, of the Official Public Records of Comal County, Texas, and said 2.000 acres of land being more particularly described as follows:

BEGINNING at a ½" iron rod with cap stamped "DAM #5348 PROP.COR." found for an Easterly corner of Sunflower Ridge Unit 1A as recorded in the Map and Plat Records of Comal County, Texas, and being in the Northerly Right-Of-Way line of Sunforest Lane, (a 50.0 Foot R.O.W.), and also being in a Southerly line of the remainder of said 68.031 acre tract of land;

Thence with the Northerly Right-of-way line of said Sunforest Lane and said 68.031 acre tract of land, the following calls:

N 45° 14' 04" W, a distance of 159.50 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a curve to the right;

With said curve to the right, having a radius of 375.00 feet, and arc length of 236.57 feet, a tangent length of 122.37 feet, and a chord bearing and distance of N 27° 09' 42" W, 232.67 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for the most Westerly corner of this herein described 2.000 acre tract of land;

THENCE departing said Sunflower Ridge Unit 1A, and said Sunforest Lane, and across and through said 68.031 acre tract of land, the following calls:

S 88° 40' 13" E, a distance of 125.91 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for the Northwesterly corner of this herein described 2.000 acre tract of land;

S 01° 19' 47" W, a distance of 50.04 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right having a radius of 117.42 feet, and arc length of 112.28 feet, a tangent length of 60.85 feet, and a chord bearing and distance of S 45° 17' 51" E, 108.05 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 59.21 feet, and arc length of 46.34 feet, a tangent length of 24.43 feet, and a chord bearing and distance of S 40° 19' 30" E, 45.17 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and a reverse curve to the right;

With said reverse curve to the right having a radius of 284.51 feet, and arc length of 55.95 feet, a tangent length of 28.07 feet, and a chord bearing and distance of S 56° 31' 01" E, 55.86 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner;

S 44° 35' 59" W, a distance of 42.73 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner, and the beginning of a non-tangent curve to the right;

With said curve to the right having a radius of 242.01 feet, and arc length of 96.08 feet, a tangent length of 48.68 feet, and a chord bearing and distance of S 40° 28' 35" E, 95.45 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner;

S 27° 57' 42" E, a distance of 86.48 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a curve to the left;

With said curve to the left having a radius of 407.81 feet, and arc length of 245.41 feet, a tangent length of 126.55 feet, and a chord bearing and distance of S 45° 12' 06" E, 241.73 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 755.89 feet, and arc length of 282.37 feet, a tangent length of 142.85 feet, and a chord bearing and distance of S 51° 47' 48" E, 280.73 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left having a radius of 83.20 feet, and arc length of 50.66 feet, a tangent length of 26.14 feet, and a chord bearing and distance of S 01° 11' 05" W, 49.88 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner;

S 16° 32' 50" E, a distance of 55.55 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a curve to the right;

With said curve to the right having a radius of 82.40 feet, and arc length of 71.30 feet, a tangent length of 38.06 feet, and a chord bearing and distance of S 08° 14' 33" W, 69.10 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for the most Southeasterly corner of this herein described tract of land;

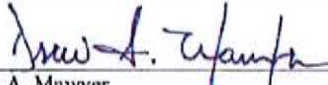
N 17° 04' 41" W, a distance of 32.56 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner and the beginning of a curve to the left;

With said curve to the left having a radius of 150.00 feet, and arc length of 73.71 feet, a tangent length of 37.62 feet, and a chord bearing and distance of N 31° 09' 23" W, 72.97 feet to a ½" iron rod with cap stamped "DAM #5348 PROP.COR." set for a corner;

N 45° 14' 04" W, a distance of 676.17 feet to the POINT OF BEGINNING and containing 2.000 acres of land.

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D. 1983.

Exhibit prepared on this 20th day of February 2024.


Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
INK574 PARKLAND AREA- 2.00 AC





METES AND BOUNDS DESCRIPTION
FOR A
1.286 ACRE TRACT OF LAND
(TRAIL AREA)

BEING a 1.286 acre tract of land, situated in the Orilla Russell Survey No. 2, Abstract No. 485, Comal County, Texas, being out of the remaining portion of a called 68.031 acre tract, as conveyed to AG Sunflower Ridge, LLC., and recorded in Document No. 202106063499 and a correction deed in Document No. 202206016444, of the Official Public Records of Comal County, Texas, said 1.286 acre tract of land being more particularly described as follows:

COMMENCING at a ½" iron rod with cap stamped "KFW SURVEYING," found at the most Northerly corner of the remainder of a 9.963 acre tract of land as described in Document No. 202106049417 of the Official Public Records of Comal County, Texas, and being in the Southwest line of Lot 902, Block 5, of Wasser Ranch Unit 2 as recorded in Document No. 202306002686 of the Map and Plat records of Comal County, Texas, and being a Northeasterly corner of said 68.031 acre tract of land;

THENCE with the common lines of said 68.031 acre tract of land, and said Lot 902, the following calls:

N 44° 54' 48" W, a distance of 80.60 feet to a ½" iron pin with cap stamped "KFW" found for a Southwesterly corner of said Lot 902, same being

N 45° 28' 13" W, a distance of 107.46 feet to a ½" iron pin found for a corner;

N 45° 27' 33" W, a distance of 315.53 feet to a point for a Northerly corner of this herein described 1.286 acre tract of land, and the POINT OF BEGINNING of this herein described tract of land;

THENCE departing said Lot 902, and across and through said remainder of 68.031 acre tract of land, the following calls:

S 44° 06' 10" W a distance of 14.50 feet to a point for a corner, and the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, having a radius of 91.11 feet, and arc length of 68.90 feet, a tangent length of 36.19 feet, and a chord bearing and distance of S 05° 05' 43" E, 67.27 feet to a point for the beginning of a compound curve to the left;

With said compound curve to the left, having a radius of 370.61 feet, and arc length of 83.76 feet, a tangent length of 42.06 feet, and a chord bearing and distance of S 33° 14' 01" E, 83.59 feet to a point for the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 194.55 feet, and arc length of 95.55 feet, a tangent length of 48.76 feet, and a chord bearing and distance of S 25° 50' 37" E, 94.59 feet to a point;

S 09° 22' 39" E, a distance of 31.51 feet to a point for the beginning of a curve to the right;

With said curve to the right having a radius of 228.06 feet, an arc length of 170.70 feet, a tangent length of 89.57 feet, and a chord bearing and distance of S 12° 03' 54" W, 166.74 feet to a point and the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 181.85 feet, and arc length of 120.06 feet, a tangent length of 62.31 feet, and a chord bearing and distance of S 14° 35' 39" W, 117.89 feet to a point for a compound curve to the left;

With said compound curve to the left having a radius of 142.57 feet, and arc length of 98.89 feet, a tangent length of 51.53 feet, and a chord bearing and distance of S 24° 03' 12" E, 96.92 feet to a point;

S 43° 52' 53" E, a distance of 119.52 feet to a point for a curve to the right;

With said curve to the right having a radius of 252.21 feet, and arc length of 195.66 feet, a tangent length of 103.05 feet, and a chord bearing and distance of S 19° 11' 37" E, 190.79 feet to a point;

S 06° 57' 50" W, a distance of 20.84 feet to a point and a curve to the left;

With said curve to the left having a radius of 238.93 feet, and arc length of 280.40 feet, a tangent length of 158.87 feet, and a chord bearing and distance of S 22° 55' 39" E, 264.58 feet to a point for a reverse curve to the right;

With said reverse curve to the right having a radius of 780.85 feet, and arc length of 417.93 feet, a tangent length of 214.10 feet, and a chord bearing and distance of S 42° 20' 54" E, 412.96 feet to a point in the Westerly line of said remainder of 9.963 acre tract of land;

THENCE with said 9.963 acre tract of land, S 02° 53' 38" W, a distance of 52.93 feet to a point for the Southeasterly corner of this herein described 1.286 acre tract of land;

THENCE departing said 9.963 acre tract of land and across and through said 68.031 acre tract of land the following calls:

With a non-tangent curve to the left and having a radius of 755.89 feet, and arc length of 513.37 feet, a tangent length of 267.03 feet, and a chord bearing and distance of N 42° 59' 34" W, 503.56 feet to a point for and the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 407.81 feet, and arc length of 246.11 feet, a tangent length of 126.93 feet, and a chord bearing and distance of N 45° 14' 18" W, 242.40 feet to a point for a corner;

N 27° 57' 43" W, a distance of 86.40 feet to appoint for the beginning of a curve to the left;

With said curve to the left having a radius of 242.00 feet, and arc length of 96.08 feet, a tangent length of 48.68 feet, and a chord bearing and distance of N 40° 28' 36" W, 95.45 feet to a point for a Southwesterly corner of the herein described tract of land;

N 44° 35' 59" E, a distance of 25.14 feet to a point for the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right having a radius of 267.00 feet, and arc length of 103.44 feet, a tangent length of 52.37 feet, and a chord bearing and distance of S 40° 08' 46" E, 102.79 feet to a point for a corner;

S 27° 57' 43" E, a distance of 86.73 feet to a point for a corner and the beginning of a curve to the left;

With said curve to the left having a radius of 382.81 feet, and arc length of 123.45 feet, a tangent length of 62.27 feet, and a chord bearing and distance of S 37° 12' 01" E, 122.92 feet to a point and the beginning of a compound curve to the left;

With said compound curve to the left having a radius of 16.15 feet, and arc length of 42.88 feet, a tangent length of 65.12 feet, and a chord bearing and distance of N 56° 59' 10" E, 31.34 feet to a point of reverse curvature;

With said reverse curve to the right having a radius of 263.92 feet, and arc length of 137.70 feet, a tangent length of 70.46 feet, and a chord bearing and distance of N 04° 26' 07" W, 136.15 feet to a point for a corner;

N 06° 57' 50" E, a distance of 19.16 feet to a point and the beginning of a curve to the left;

With said curve to the left having a radius of 227.21 feet, and arc length of 174.91 feet, a tangent length of 92.05 feet, and chord bearing and distance of N 19° 13' 59" W, 170.62 feet to a point for a corner;

N 43° 52' 53" W, a distance of 118.95 feet to a point and the beginning of a curve to the right;

With said curve to the right having a radius of 167.57 feet, and arc length of 116.20 feet, a tangent length of 60.55 feet, and a chord bearing and distance of N 24° 03' 31" W, 113.89 feet to a point and the beginning of a compound curve to the right;

With said compound curve to the right having a radius of 206.85 feet, and arc length of 136.53 feet, a tangent length of 70.86 feet, and a chord bearing and distance of N 14° 35' 54" E, 134.07 feet to a point and the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 203.06 feet, and arc length of 151.98 feet, a tangent length of 79.75 feet, and a chord bearing and distance of N 12° 03' 54" E, 148.46 feet to a point;

N 09° 22' 39" W, a distance of 30.97 feet to a point and the beginning of a curve to the left;

With said curve to the left having a radius of 169.55 feet, and arc length of 82.81 feet, a tangent length of 42.25 feet, and a chord bearing and distance of N 25° 56' 10" W, 81.99 feet to a point and the beginning of a reverse curve to the right;

With said reverse curve to the right having a radius of 395.61 feet, and arc length of 89.46 feet, a tangent length of 44.92 feet, and a chord bearing and distance of N 33° 14' 13" W, 89.27 feet to a point for a corner and a compound curve to the right;

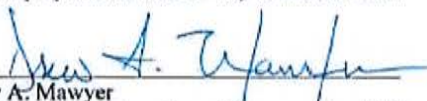
With said compound curve to the right having a radius of 116.11 feet, and arc length of 87.21 feet, a tangent length of 45.78 feet, and a chord bearing and distance of N 05° 14' 30" W, 85.18 feet to appoint for a corner, and the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right having a radius of 28.92 feet, and arc length of 48.39 feet, a tangent length of 32.05 feet, and a chord bearing and distance of N 06° 55' 54" W, 42.94 feet to a point in the Southwesterly line of said Lot 902;

THENCE with the Southwesterly line of Lot 902, the Northerly line of said 68.031 acre tract of land, S 45° 27' 33" E, a distance of 55.28 feet to the POINT OF BEGINNING, and containing this herein described 1.286 acre tract of land

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), N.A.D. 1983.

Exhibit prepared on this 29th day of March 2024.


Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
INK574- SUNFLOWER RIDGE-TRAIL 1.28AC

