

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF NEW BRAUNFELS
AND
O UNION WINE ROAD, LLC**

This DEVELOPMENT AGREEMENT (the “Agreement”) is entered into between O Union Wine Road, LLC, a Texas limited liability company, and its successors or assigns (collectively, the “Land Owner”), and the City of New Braunfels, Texas (the “City”), a home-rule municipal corporation in Comal and Guadalupe Counties, Texas, acting by and through its governing body, the City Council of New Braunfels, Texas (Land Owner and City herein referred to as individually a “Party” and collectively, the “Parties”) to be effective on the last date of execution by the Parties below (the “Effective Date”).

RECITALS

WHEREAS, the Land Owner owns 68.47 acres of land (defined herein as the “Tract”) in Guadalupe County, Texas and currently within the extraterritorial jurisdiction (“ETJ”) of the City, and a copy of the metes and bounds description and survey of the Tract are attached as **Exhibit A**; and

WHEREAS, the City of New Braunfels has adopted a Comprehensive Plan, Envision New Braunfels, that includes policies encouraging balanced and fiscally responsible land use patterns, utilizing public/private partnerships to guide growth and investment within the City’s jurisdictional and extraterritorial limits, balancing available resources in an equitable manner that does not lead to disinvestment in existing development, assuring the long-term fiscal health of the city and preventing undue fiscal burdens on the City and others, and ensuring that decisions result in outcomes that aid in achieving Envision New Braunfels; and

WHEREAS, the Tract lies within a high-growth residential submarket with excellent access to schools and public infrastructure; and

WHEREAS, the City has consented to the inclusion of the Tract within a municipal utility district to be named Liberty Trails Municipal Utility District (or other name authorized or required by law) (the “District”) to be developed primarily for single and multi-family residential uses; and

WHEREAS, the Land Owner and the City wish to enter into this Agreement to provide certainty of regulatory requirements throughout the term of this Agreement and encourage the creation of high-quality development for the benefit of the District and the City; and

WHEREAS, it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract; and

WHEREAS, the authority for this Agreement exists under Chapter 212, Subchapter G, Texas Local Government Code; Chapter 42, Texas Local Government Code; Chapter 245, Texas Local Government Code; Section 212.172 of the Texas Local Government Code; and Chapter 54 of the Texas Water Code; and

WHEREAS, the City has provided the owner of the Tract a written disclosure as required by Texas Local Government Code Section 212.172(b-1).

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the City and Land Owner agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

“Applicable City Rules” means the provisions of the City Code in effect on the Vesting Date or any updated City Code provision that Land Owner, at its option, elects to take advantage of adopted by the City after the Vesting Date that Landowner determines is in the best interests of Landowner without forfeiting vested rights under this Agreement, unless otherwise specifically stated under this Agreement.

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

“City Code” means the New Braunfels City Code and all other ordinances, regulations, policies and rules adopted by the City of New Braunfels, as of the Vesting Date, unless otherwise specifically stated under this Agreement.

“Development Regulations” means those Chapters of the City Code related to the development of the Tract listed in the attached Exhibit C in effect on the Vesting Date.

“District” means Liberty Trails Municipal Utility District or other named municipal utility district created pursuant to the Petition.

“GBRA” means Guadalupe Blanco River Authority.

“GVSUD” means Green Valley Special Utility District.

“Land Owner” means O Union Wine Rd, LLC, or any successor or permitted assign of the Land Owner.

“Petition” means the Petition for Consent to the Creation of a Municipal Utility District, attached as Exhibit B.

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

“Tract” means the approximate 68.47 acres of land and the approximate 68.47 acres of land to be developed by Land Owner, as described in **Exhibit A**.

“Vesting Date” means the effective date of this Agreement.

Section 1.2 Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A	Metes and Bounds Description and Survey of the Tract
Exhibit B	Form of Petition for Consent to the Creation of a Municipal Utility District
Exhibit C	Development Regulations
Exhibit D	Mandatory Disclosure
Exhibit E	Regional Transportation and Hike and Bike Trails Plans
Exhibit F	Form of Resolution Consenting to the Creation of the Municipal Utility District

ARTICLE II
GENERAL DEVELOPMENT PLAN; LAND USE AND VESTED RIGHTS; DISTRICT
CREATION

The City and Land Owner hereby agree that the Tract will be developed in phases for single-family residential use in accordance with this Agreement. The City approves the development of the Tract in accordance with this Agreement and confirms and agrees that Land Owner has the vested authority to develop the Tract in accordance with the Applicable City Rules. If there is any conflict between the Applicable City Rules and the terms of this Agreement, the terms of this Agreement will control.

In consideration of Land Owner’s agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose any moratorium on building or development within the Tract, or any land use or development regulation that limits the rate or timing of land use approvals, whether affecting plats, site plans, or any other approvals for development within the Tract. The preceding sentence will not, however, apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health and safety, provided that such a moratorium will continue only during the duration of the emergency.

As consideration for the City’s obligations under this Agreement, the Landowner intends to proceed to develop the Tract as expeditiously as possible as determined by real estate and financial market and legal conditions; however, nothing in the Agreement will be construed as requiring the Land Owner to develop the Tract on any particular schedule or timetable.

The City acknowledges receipt of the Petition, in accordance with Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, for creation of the District over the Tract. Concurrently with its approval of this Agreement, the City has approved the resolution attached as **Exhibit F** (the “Consent Resolution”) consenting to the creation of the District. The City confirms that the Consent Resolution constitutes the City’s consent to the inclusion of the

Tract within the District. No further consent from the City will be required to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent to the creation of the District if requested to do so by Land Owner or the District.

ARTICLE III
LAND OWNER'S DEVELOPMENT OBLIGATIONS

Section 3.1 Development of Tract.

- a. Development of the Tract shall comply with the Development Regulations, except where modified or otherwise specified herein.
- b. The retail wastewater service provider that provides retail wastewater service shall operate and maintain the wastewater treatment plant facility in accordance with the retail provider's long-term operation and maintenance plan.
- c. The wastewater treatment plant facility shall be operated under the supervision of a properly licensed and qualified operator.
- d. Private water distribution systems are specifically prohibited within the District, unless the proposed water distribution system meets or exceeds any published design and construction specifications of GVSUD.
- e. Development of the Tract shall comply with the City's Regional Transportation and Hike and Bike Trails Plan attached hereto as Exhibit E.
- f. Parks and trails within the Tract required by the Development Regulations may be dispersed within the Tract, as approved by the City, rather than concentrated in one location.
- g. All outdoor external lighting located on a non-residential lot shall comply with the following minimum requirements:
 - i. Any light fixture for non-residential use shall be operated so as not to direct illumination across the bounding property line. Lights shall be made up of light source and reflector so selected that acting together, the light beam is controlled and not directed across any bounding property line above a height of three feet. The allowable maximum intensity measured at the property line of the residential use shall be 0.25-foot candles.
 - ii. Outdoor lighting used to illuminate parking spaces, driveways, maneuvering areas, or non-residential buildings shall utilize fully shielded light fixtures and be designed, arranged and screened so that the point light source shall not be visible from adjoining lots or streets. No portion of the bulb or direct lamp image may be visible beyond a distance equal to or greater than twice the mounting height of the fixture. All perimeter fixtures shall possess house-side shielding; bollards shall be louvered and utilize coated lamps.
 - iii. Non-residential outdoor lighting fixtures are allowed with no additional house-side shielding in accordance with the following formula: $height (H) < 3 + (D/3)$, where D equals the distance in feet from the light source to the nearest residential lot line (extended vertically). Additional house-side shielding shall be added in all cases where the Height (H) is greater than $3 + (D/3)$.
 - iv. Outdoor non-residential light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries installed and maintained so as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets. Strings of bulbs above 75 watts each and strings of lamps are prohibited. Low wattage temporary lighting is permitted.

- h. Pedestrian lighting is required within the District at trail connections between neighborhood and park development. Lighting fixtures shall be fully shielded and be designed, arranged and screened so that the point light source shall not be visible from adjoining lots or streets; however, lighting fixtures are allowed with no additional “house side” shielding in accordance with the following formula: Height (H) < 3 + (D/3); where D equals the distance in feet from the light source to the nearest residential lot line (extended vertically).
- i. Single-family residential housing plan diversity shall be required within the District with at least three different house plans.
- j. Street trees shall be required on both sides of collector classification and above streets (minimum of one 1.5-inch caliper tree every 50 feet maximum) internal to the Tract and shall be maintained by the Association, as defined in Section 3 of the Agreement. Tree replacement shall be required should any required street tree die during the life of the MUD.
- k. The Land Owner shall provide tree protection to preserve existing heritage trees (24-inches in diameter or greater) within the Tract that are located outside of public right-of-way and easements, and more than ten feet (10’) from building foundations.
- l. The Land Owner shall install two trees on every residential lot as necessary to cause each lot to have not less than two 1.5-inch caliper trees.
- m. The Land Owner shall encourage xeriscape landscaping for water conservation.
- n. Multifamily Parking lot screening and landscaping minimum requirements shall be as follows:
 - i. Street frontage landscape buffer area. Where a parking lot is adjacent to and within 50 feet of public street right-of-way, a minimum five-foot landscape buffer adjacent to the right-of-way of any street is required. Lots adjacent to two streets or more shall be required to observe the five-foot buffer on all frontages. Trees within street rights-of-way shall not count toward the number of trees required for a development site, unless approved by the director or designee.
 - ii. Street frontage trees and shrubs. Where a parking lot is adjacent to and within 50 feet of public street right-of-way, a minimum of one minimum one and one-half-inch diameter tree and four five-gallon or three-foot tall shrubs for every 40 feet (or portion thereof) of street frontage shall be installed using trees from the approved plant list (Appendix A). Shade trees must be used, unless under the canopy of an existing preserved tree, or near utility lines where ornamental trees must be used, as required in subsection 144-5.3-1(b)(6)ii. Trees shall be planted no closer than 20 feet apart. In no event may trees other than ornamental trees listed in Appendix A be planted under overhead power lines. All new trees shall be provided with a permeable surface of 60 square feet per tree under the drip line. All planting areas shall be a minimum of five feet in width.
 - iii. Parking lot shading. At least one minimum one and one-half-inch (1½") diameter tree per 14 parking spaces shall be planted in or adjacent to a parking

lot. Shade trees must be used, unless under the canopy of an existing preserved tree, or near utility lines where ornamental trees must be used, as required in subsection 144-5.3-1(b)(6)(ii). All trees shall be planted in a minimum permeable area of 100 square feet per tree. These trees may be clustered for the purposes of existing tree preservation or to accommodate topographic constraints, but otherwise must be spread generally throughout the parking lot. Trees planted or preserved to meet this parking lot shading requirement are in addition to the required street frontage trees.

- iv. Turf. No more than 30 percent of the parking lot landscaped area, not including detention ponds, shall be turf grasses, except buffalo and prairie grasses may be planted. Xeriscaping is preferred.
- o. The Land Owner shall identify any archeological or historical resources within the District and establish methods for proposed protection/remediation of such resources.
- p. All buildings within the Tract shall be designed in accordance with the edition of the International Residential Code and International Building Code, as applicable, and adopted by the City at the time of building permit application.
- q. To enhance public safety, construction and accountability and quality of development for future residents and property owners, approval of a building permit by the City shall be required for all construction and shall be consistent with the process and requirements for review and approval of building permits within the corporate jurisdiction of the City on the date of building permit and plan review application submittal, including required adherence to the adopted building codes, payment of required application/plan review/inspection fees, and the passing of inspections (See Exhibit C).
- r. The issuance of the bonds by the District is subject to all applicable approvals of the TCEQ and the Attorney General of the State of Texas.

Section 3.2 Utilities.

a. Water:

- i. Land Owner shall enter into a separate utility service agreement, if applicable, with GVSUD for the provision of water services to the Tract.
- ii. The design, construction, and installation of any internal water distribution system shall be built in accordance with GVSUD standards for so long as GVSUD is the retail water service provider to customers within the Tract. If GVSUD is not the retail water service provider, then all facilities shall be designed and constructed in accordance with the standards adopted by the public water system that provides service, which standards must meet or exceed all applicable requirements of the State of Texas and must meet or exceed the design and construction specifications of GVSUD.

b. Wastewater:

- i. Land Owner shall enter into a separate utility service agreement, if applicable, with GBRA for the provision of wastewater services to the Tract.
- ii. The design, construction, and installation of any internal wastewater collection system shall be built in accordance with GBRA standards in the event GBRA is the retail wastewater service provider to customers within the Tract. If GBRA is not the retail wastewater service provider, then all facilities shall be designed and constructed in accordance with the standards adopted by the retail wastewater service provider, which standards must meet or exceed all applicable requirements of the State of Texas and must meet or exceed the design and construction specifications of GBRA.

Section 3.3 Association. The Land Owner will create a homeowners association for the residential development (the "Association") within the Tract. The District and/or the Association shall maintain all common areas, park, trail, and recreational facilities.

Section 3.4 Park and Recreational Facilities. The Land Owner will comply with the City's parkland dedication ordinance as set forth in the City Code, as of the Vesting Date.

Section 3.5 Roads and Drainage Facilities. Before the commencement of the construction of any roads and drainage facilities and related improvements to serve the District, the plans and specifications for the construction of such roads and drainage facilities shall be provided to the City and approval of such plans and specifications shall be obtained from the City prior to construction. The City's review of such plans and specifications will be based on the Applicable City Rules, and the City's approval will not be unreasonably withheld, delayed, conditioned, or denied. Prior to the construction of any roads and drainage facilities, written notice shall be provided to the City, stating the date that such construction will be commenced. The construction of roads and drainage facilities shall be in accordance with the approved plans and specifications. During the progress of the construction and installation of roads and drainage facilities, the City or representative thereof, may make on-the-ground inspections. After completion of construction a final copy of all "as-builts" of the road and drainage facilities shall be delivered to the City in the form(s) as required by Applicable City Rules.

Section 3.6. Waiver of Actions Under Private Real Property Rights Preservation Act. The Land Owner hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Landowner's, Landowner's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act; provided, however, that this waiver does not apply to, and the Landowner and Landowner's grantees and successors do not waive their rights under the Act to assert, a claim under the Act for any action taken by the City beyond the scope of this Agreement, or that constitutes a breach of this Agreement, that might give rise to a cause of action under the Act.

ARTICLE IV
DEFAULT AND TERMINATION

Section 4.1. Material Breach of Agreement. It is the intention of the Parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement. In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article IV shall provide the remedies for such default.

- (a) The Parties acknowledge and agree that any substantial deviation by the Land Owner from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Land Owner shall be deemed to have occurred in the event of failure of the Land Owner to comply with a provision of this Agreement, after notice and opportunity to cure as set forth in Section 4.2.
- (b) The Parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in the event of failure of the City to comply with a provision of this Agreement, after notice and opportunity to cure as set forth in Section 4.3.

Section 4.2. Notice of Land Owner's Default.

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

- (d) If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Land Owner in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City shall notify the Land Owner and may pursue any and all remedies it has at law or equity.

Section 4.3. Notice of City's Default.

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

Section 4.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

Section 4.5. Termination. This Agreement may be terminated by mutual agreement of the City and the Land Owner, or upon the expiration of the term set out in Section 6.11.

ARTICLE V
ANNEXATION

Section 5.1. The Parties acknowledge that Land Owner is voluntarily requesting annexation of the Tract to occur upon the dissolution of the District and that this Agreement satisfies the requirements for a service agreement as required by Texas Local Government Code Section 43.0672.

Section 5.2. The City Council may after dissolution of the District and after a public hearing on the matter annex the Tract by adoption of an ordinance. Upon annexation of the Tract into the City, the City shall provide those municipal services to the annexed lands in the same manner as those services are provided to other areas of the City with similar characteristics of topography, land, use, and population density. Notwithstanding the foregoing, the City agrees that it will not annex any portion of the Tract without Land Owner's consent until (1) the expiration or termination of this agreement, or (2) the completion of at least 90% of the construction of the public infrastructure necessary to serve the Tract with water, wastewater, drainage facilities, road improvements, and other facilities eligible for reimbursement under the rules of TCEQ or other law, and either (i) bonds have been issued by the District to finance the eligible costs of all such infrastructure in accordance with the rules of the TCEQ, or (ii) the City has expressly agreed to assume the obligation to reimburse the Land Owner under the TCEQ rules.

Section 5.3. The Parties acknowledge that the foregoing annexation provisions have been agreed upon pursuant to the authority set forth in Section 212.172 of the Texas Local Government Code, which authorizes the governing body of a municipality to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties, and further provides for the parties to such agreement to specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties. The Parties acknowledge a written disclosure regarding annexation, as established in the attached Exhibit D, was provided to the Land Owner pursuant to Section 212.172(b-1) of the Texas Local Government Code.

Section 5.4. The voluntary request for annexation of the Tract, subject to the above described conditions, shall survive the termination and term of this Agreement.

ARTICLE VI MISCELLANEOUS

Section 6.1. Sale of Tract; Assignability. Any agreement by Land Owner to sell the entirety or any portion of the Tract to a person intending to develop the Tract or such portion thereof (a "Successor Land Owner," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Land Owner shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Land Owner. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of fully developed residential lots or fully developed residential parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 6.2. Force Majeure. In the event a Party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party similar to those enumerated and not within the control of the party claiming such inability.

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

Section 6.4. Non-Waiver of Immunity. Notwithstanding any other provision of this Agreement, except as provided in Exhibit D and applicable law under Local Government Code, Section 212.272, the City, on behalf of itself, its officers, employees, and agents, does not waive or relinquish any immunity from liability, limitation of liability, or defense provided by the Constitution and the laws of the State of Texas as a result of its execution of this Agreement and the performance of the covenants contained herein.

Section 6.5. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 6.6. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any Party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when

received by the Party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

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

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

If to the Land Owner, to:

O Union Wine Rd, LLC
Attn: Fred Heimer
130 S. Seguin Ave. #109
New Braunfels, Texas 78130

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

Section 6.7. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, and, except as otherwise provided in this Agreement, embodies the entire Agreement between the Parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of both Parties.

Section 6.8. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 6.9. Benefits of Agreement. This Agreement is for the benefit of the City and Land Owner and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 6.10. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Guadalupe County. In addition, any assignments of this Agreement shall be recorded in the deed records of Guadalupe County. This Agreement, when recorded, shall

be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business, or as otherwise expressly provided in Section 6.1.

Section 6.11. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of forty-five (45) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Land Owner.

Section 6.12. Cooperation. The City and Land Owner each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to, the execution of such further documents as maybe reasonably necessary.

Section 6.13. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Code. The Land Owner hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

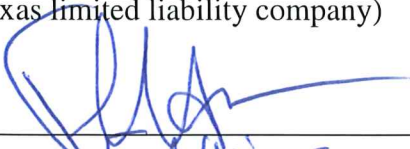
Section 6.14. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement, except as otherwise provided.

Section 6.15. Release from ETJ Shall Have No Effect on Agreement. The Parties agree that should the Tract, or any portion thereof, be released from the City's ETJ that it is their mutual intent such release shall have no effect on the validity and enforceability of this Agreement. It being the intention of the Parties that this Agreement and all its provisions, including, but not limited to, the authority of the City to annex the Tract, is to be fully enforceable by the City and binding on the Owner or in successor, regardless of the Tract's ETJ status.

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

LAND OWNER:

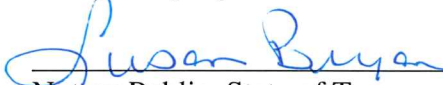
O UNION WINE RD, LLC
(a Texas limited liability company)

By: 
Name: Fred Heimer
Title: Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me this 23 day of may, 2024, by Fred Heimer, as Manager of O Union Wine Rd, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

(NOTARY SEAL)

(Signature Page 2 | 2)

CITY OF NEW BRAUNFELS, TEXAS

By: _____
Name: Robert Camareno
Title: _____

ATTEST:

Gail Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me this ____ day of _____, 2024, by Robert Camereno, City Manager, City of New Braunfels, on behalf of the City.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A to Development Agreement
Metes and Bounds Description and Survey of 68.47-Acre Tract



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

METES AND BOUNDS DESCRIPTION
FOR A 68.47 ACRE TRACT OF LAND
LIBERTY TRAILS M.U.D.

Being a 68.47 acre tract of land located in the I.S. Johnson Survey No. 47, Abstract No. 190, Guadalupe County, Texas, being that same land described as 64.47 acres, recorded in Document No. 202299023305 of the Official Public Records of Guadalupe County, Texas. Said tract formerly known as part of the residue of a called 119.25 acre tract, recorded in Volume 378, Pages 636-638, Deed Records, Guadalupe County, Texas, said 68.47 acre tract of land being more particularly described as follows:

BEGINNING at a wire fence corner post in the Southeast right of way line of Union Wine Road for the North corner of the residue of a called 119.25 acre tract, recorded in Volume 378, Pages 636-638, Deed Records, Guadalupe County, Texas, and a Northern East corner of an approximate 1 acre road taking, to Guadalupe County, Texas, recorded in Volume 167, Page 123, Deed Records, Guadalupe County, Texas;

THENCE departing the Southeast right of way line of Union Wine Road, with the Northeast line of said 119.25 acre tract, S 44°15'11" E, a distance of 52.71 feet to a found ½" iron pin with cap "2033 B&A" for the West corner of a called 73.643 acre tract, "Exhibit A", recorded in Volume 4122, Pages 538-544, Official Public Records, Guadalupe County, Texas, same point lying in the Northeast line of said 119.25 acre tract, for a corner of the herein described tract;

THENCE with the Northeast line of said residue of a called 119.25 acre tract and the Southwest line of said 73.643 acre tract, S 45°58'10" E, a distance of 1080.29 feet to a set ½" iron pin with cap "HMT" for the West corner of a called 1.60 acre tract recorded in Document No. 201899011991, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 73.643 acre tract, and a Northeast corner of the herein described tract;

THENCE continuing with the Northeast line of said 119.25 acre tract and the Southwest line of said 1.60 acre tract, S 45°15'46" E, a distance of 251.10 feet to a found ½" iron pin with cap "TX Landmark Surveying" for the West corner of a called 0.80 of an acre tract recorded in Document No. 201899011989, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 1.60 acre tract, and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the Southwest line of said 0.80 of an acre tract, S 45°17'37" E, a distance of 181.28 feet to found ½" iron pin for the West corner of a called 0.42 of an acre tract, "Tract 1", Roaming Fork Subdivision (unrecorded), recorded in Document No. 2015008350, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 0.80 of an acre tract, and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the Southwest line of said called 0.42 of an acre tract, "Tract 1", S 45°20'14" E, a distance of 93.10 feet to a found ½" iron pin for the West corner of a called 0.469 of an acre tract, "Tract 2", Roaming Fork Subdivision (unrecorded), recorded in Document No. 2014020904, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 0.42 of an acre tract, "Tract 1", and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the Southwest line of said called 0.469 of an acre tract, "Tract 2", S 45°05'45" E, a distance of 139.85 feet to a found ½" iron pin for the Southwest corner of a called 0.742 of an acre tract, "Tract 3", Roaming Fork Subdivision (unrecorded), recorded in Volume 695, Page 612, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 0.469 of an acre tract, "Tract 2", and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the Southwest line of said 0.742 of an acre tract, "Tract 3", S 45°22'49" E, a distance of 135.76 feet to a found ½" iron pin for the Southwest corner of a called 10.00 acre tract recorded in Document No. 202199013281, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 0.742 of an acre tract, "Tract 3", and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the South line of said 10.00 acre tract, S 44°56'31" E, a distance of 278.06 feet to a found 60D nail in a 6" wooden fence post for a Northwest corner of Lot 21, Green Pastures, recorded in Volume 8, Pages 462-463, Map and Plat Records, Guadalupe County, Texas, same point being the South corner of said 10.00 acre tract, the East corner of said 119.25 acre tract, and a corner of the herein described tract;

THENCE with the Southeast line of said 119.25 acre tract and the Northwest line of Lot 21, S 44°07'49" W, a distance of 23.68 feet to a found ½" iron pin with cap "HMT" for the West corner of Lot 21, same point being the North corner of Lot 22, and a corner of the herein described tract;

THENCE with the Southeast line of said 119.25 acre tract and the Northwest line of said Lot 22, S 43°56'06" W, a distance of 313.28 feet to a found ½" iron pin for a North corner of a called 168.784 acre tract, "Exhibit A", recorded in Volume 2274, Pages 382-392, Official Public Records, Guadalupe County, Texas, same point being the West corner of Lot 22, and a corner of the herein described tract;

THENCE continuing with the Southeast line of said 119.25 acre tract and the North line of said 168.784 acre tract, "Exhibit A", S 43°56'26" W, a distance of 1704.93 feet to a set ½" iron pin with cap "HMT" for the South corner of the herein described tract, also being the Southeast corner of a called 50.00 acre tract, recorded in Document No. 202299023317 of the Official Public Records of Guadalupe County, Texas, from which a found cotton spindle for the South corner of said 119.25 acre tract bears S 43°56'26" W, 200.00 feet;

THENCE departing the Southeast line of said 119.25 acre tract and the North line of said 168.784 acre tract, continuing with the East line of said 50.00 acre tract and the West line of said 68.47 acre tract, the following four (4) calls:

1. N 04°52'32" W, a distance of 761.97 feet to a point in Long Creek for a corner;
2. N 45°57'15" W, a distance of 683.84 feet to a set ½" iron pin with cap "HMT" for a corner;
3. N 44°18'01" E, a distance of 681.52 feet to a set ½" iron pin with cap "HMT" for a corner;
4. N 45°57'38" W, a distance of 1039.31 feet to a set ½" iron pin with cap "HMT" in the aforementioned Southeast right of way line of Union Wine Road, for the Northwest corner of



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

said 68.47 acre tract and the Northeast corner of said 50.00 acre tract, from which a found fence corner post for a Northwest corner of said 119.25 acre tract bears S 44°58'11" W, 24.03 feet;

THENCE with the Southeast right of way line of Union Wine Road and the Northwest line of said 68.47 acre and 119.25 acre tracts, the following two (2) calls:

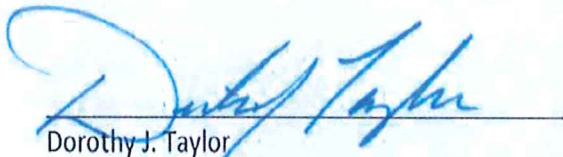
1. N 44°58'11" E, a distance of 642.02 feet to a wire fence corner post for a corner, and the beginning of a curve;
2. Along a fence generally following the arc of a curve to the right, having a radius of 931.23 feet, an arc length of 244.15 feet and a chord bearing and distance of N 60°22'08" E, 243.45 feet to the POINT OF BEGINNING, containing 68.47 acres of land in Guadalupe County, Texas.

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

Written November 28, 2023. Revised 11/30/2023 Name change.

Reference survey of said 68.47 acre tract of land prepared this same date.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Dorothy J. Taylor
 Registered Professional Land Surveyor No. 6295

11-30-23

S:\Projects\032 - Fred Heimer\032.061 - Altenhof Tract\68.47 ac. M&B_LibertyTrailsMUD.docx



Exhibit B to Development Agreement

Form of Petition to Consent to the Creation of a Municipal Utility District

**PETITION FOR CONSENT TO THE
CREATION OF A MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS §
COUNTY OF GUADALUPE §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

The undersigned (herein referred to as the “Petitioner”), holding title to the majority in value of the lands described by metes and bounds on Exhibit A, which are attached and incorporated herein for all purposes (the “Land”), and acting pursuant to Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, each as amended, respectfully petitions the City Council of the City of New Braunfels, Texas (the “City”) for its written consent to the inclusion of Land within, and the creation of, a municipal utility district and would respectfully show the following:

I.

The name of the proposed district shall be Liberty Trails Municipal Utility District (the “*District*”) of Guadalupe County, Texas (or some other name required or permitted by law). There is no other municipal utility district in Guadalupe County, Texas with the same name.

II.

The District is proposed to be created and organized under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, Chapters 49 and 54 of the Texas Water Code, each as amended. The District will have all rights, powers, privileges, authority and functions conferred by and be subject to all duties imposed by the Texas Water code and the general laws of the State of Texas. It is also proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The District is proposed to contain all of the Land, which consists of approximately 68.47 acres of real property, situated in the City’s extraterritorial jurisdiction. The Land may properly be included in the District.

IV.

The Petitioner holds title to and is the owner of a majority in value of the Land, as indicated by the tax rolls of Guadalupe County, Texas. There is no lienholder on the Land.

V.

The general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension, financing and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient waterworks and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters; (iii) to design, acquire, construct, finance, improve, operate, maintain and convey macadamized, graveled, or paved roads, or improvements in aid of those roads; (iv) for the payment of organizational expenses, operational expenses during construction and interest during construction; and (v) to provide, maintain and convey such other additional facilities, systems, plants and enterprises as may be consistent with any or all of the purposes for which the District is created and permitted under state law.

VI.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The area proposed to be within the District will experience substantial and sustained residential growth. There is not now available within the area, which will be developed for master-planned single-family and multi-family residential uses, an adequate waterworks system, drainage and storm sewer system, or road system. The health and welfare of the present and future inhabitants of the area and of territories adjacent thereto require the construction, acquisition, maintenance, and operation of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the organization, extension, improvement, maintenance, and operation of such waterworks system, sanitary sewer system, drainage and storm sewer system, and road system, and other facilities and systems so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been instituted to determine the cost of the proposed District's projects, and it is now estimated by the Petitioner, from such information as it has at this time, that the ultimate costs of the development contemplated will be approximately \$25,000,000. The project will be financed by the issuance of bonds by the District.

VIII.

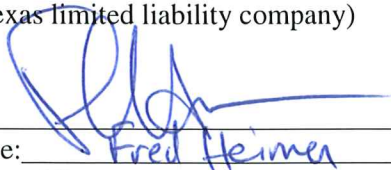
The Petitioner, by submission of this Petition, requests the city's consent to creation of the District to the inclusion of the Land within the District.

The Petitioner requests that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the City's consent to the creation of the District and authorizing the inclusion of the Land within the District.

RESPECTFULLY SUBMITTED, this 23 day of May, 2024.

PETITIONER:


O UNION WINE RD, LLC
(a Texas limited liability company)

By: 
Name: Fred Heimer
Title: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me this 23 day of May, 2024, by Fred Heimer, as Manager of O Union Wine Rd, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

(NOTARY SEAL)

**Exhibit "A" to Petition for Consent
Legal Description of 68.47-Acre Tract**



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

METES AND BOUNDS DESCRIPTION
FOR A 68.47 ACRE TRACT OF LAND
LIBERTY TRAILS M.U.D.

Being a 68.47 acre tract of land located in the I.S. Johnson Survey No. 47, Abstract No. 190, Guadalupe County, Texas, being that same land described as 64.47 acres, recorded in Document No. 202299023305 of the Official Public Records of Guadalupe County, Texas. Said tract formerly known as part of the residue of a called 119.25 acre tract, recorded in Volume 378, Pages 636-638, Deed Records, Guadalupe County, Texas, said 68.47 acre tract of land being more particularly described as follows:

BEGINNING at a wire fence corner post in the Southeast right of way line of Union Wine Road for the North corner of the residue of a called 119.25 acre tract, recorded in Volume 378, Pages 636-638, Deed Records, Guadalupe County, Texas, and a Northern East corner of an approximate 1 acre road taking, to Guadalupe County, Texas, recorded in Volume 167, Page 123, Deed Records, Guadalupe County, Texas;

THENCE departing the Southeast right of way line of Union Wine Road, with the Northeast line of said 119.25 acre tract, S 44°15'11" E, a distance of 52.71 feet to a found ½" iron pin with cap "2033 B&A" for the West corner of a called 73.643 acre tract, "Exhibit A", recorded in Volume 4122, Pages 538-544, Official Public Records, Guadalupe County, Texas, same point lying in the Northeast line of said 119.25 acre tract, for a corner of the herein described tract;

THENCE with the Northeast line of said residue of a called 119.25 acre tract and the Southwest line of said 73.643 acre tract, S 45°58'10" E, a distance of 1080.29 feet to a set ¾" iron pin with cap "HMT" for the West corner of a called 1.60 acre tract recorded in Document No. 201899011991, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 73.643 acre tract, and a Northeast corner of the herein described tract;

THENCE continuing with the Northeast line of said 119.25 acre tract and the Southwest line of said 1.60 acre tract, S 45°15'46" E, a distance of 251.10 feet to a found ½" iron pin with cap "TX Landmark Surveying" for the West corner of a called 0.80 of an acre tract recorded in Document No. 201899011989, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 1.60 acre tract, and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the Southwest line of said 0.80 of an acre tract, S 45°17'37" E, a distance of 181.28 feet to found ½" iron pin for the West corner of a called 0.42 of an acre tract, "Tract 1", Roaming Fork Subdivision (unrecorded), recorded in Document No. 2015008350, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 0.80 of an acre tract, and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the Southwest line of said called 0.42 of an acre tract, "Tract 1", S 45°20'14" E, a distance of 93.10 feet to a found ½" iron pin for the West corner of a called 0.469 of an acre tract, "Tract 2", Roaming Fork Subdivision (unrecorded), recorded in Document No. 2014020904, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 0.42 of an acre tract, "Tract 1", and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the Southwest line of said 0.469 of an acre tract, "Tract 2", S 45°05'45" E, a distance of 139.85 feet to a found ½" iron pin for the Southwest corner of a called 0.742 of an acre tract, "Tract 3", Roaming Fork Subdivision (unrecorded), recorded in Volume 695, Page 612, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 0.469 of an acre tract, "Tract 2", and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the Southwest line of said 0.742 of an acre tract, "Tract 3", S 45°22'49" E, a distance of 135.76 feet to a found ½" iron pin for the Southwest corner of a called 10.00 acre tract recorded in Document No. 202199013281, Official Public Records, Guadalupe County, Texas, same point being the South corner of said 0.742 of an acre tract, "Tract 3", and a corner of the herein described tract;

THENCE with the Northeast line of said 119.25 acre tract and the South line of said 10.00 acre tract, S 44°56'31" E, a distance of 278.06 feet to a found 60D nail in a 6" wooden fence post for a Northwest corner of Lot 21, Green Pastures, recorded in Volume 8, Pages 462-463, Map and Plat Records, Guadalupe County, Texas, same point being the South corner of said 10.00 acre tract, the East corner of said 119.25 acre tract, and a corner of the herein described tract;

THENCE with the Southeast line of said 119.25 acre tract and the Northwest line of Lot 21, S 44°07'49" W, a distance of 23.68 feet to a found ½" iron pin with cap "HMT" for the West corner of Lot 21, same point being the North corner of Lot 22, and a corner of the herein described tract;

THENCE with the Southeast line of said 119.25 acre tract and the Northwest line of said Lot 22, S 43°56'06" W, a distance of 313.28 feet to a found ½" iron pin for a North corner of a called 168.784 acre tract, "Exhibit A", recorded in Volume 2274, Pages 382-392, Official Public Records, Guadalupe County, Texas, same point being the West corner of Lot 22, and a corner of the herein described tract;

THENCE continuing with the Southeast line of said 119.25 acre tract and the North line of said 168.784 acre tract, "Exhibit A", S 43°56'26" W, a distance of 1704.93 feet to a set ½" iron pin with cap "HMT" for the South corner of the herein described tract, also being the Southeast corner of a called 50.00 acre tract, recorded in Document No. 202299023317 of the Official Public Records of Guadalupe County, Texas, from which a found cotton spindle for the South corner of said 119.25 acre tract bears S 43°56'26" W, 200.00 feet;

THENCE departing the Southeast line of said 119.25 acre tract and the North line of said 168.784 acre tract, continuing with the East line of said 50.00 acre tract and the West line of said 68.47 acre tract, the following four (4) calls:

1. N 04°52'32" W, a distance of 761.97 feet to a point in Long Creek for a corner;
2. N 45°57'15" W, a distance of 683.84 feet to a set ½" iron pin with cap "HMT" for a corner;
3. N 44°18'01" E, a distance of 681.52 feet to a set ½" iron pin with cap "HMT" for a corner;
4. N 45°57'38" W, a distance of 1039.31 feet to a set ½" iron pin with cap "HMT" in the aforementioned Southeast right of way line of Union Wine Road, for the Northwest corner of



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

said 68.47 acre tract and the Northeast corner of said 50.00 acre tract, from which a found fence corner post for a Northwest corner of said 119.25 acre tract bears S 44°58'11" W, 24.03 feet;

THENCE with the Southeast right of way line of Union Wine Road and the Northwest line of said 68.47 acre and 119.25 acre tracts, the following two (2) calls:

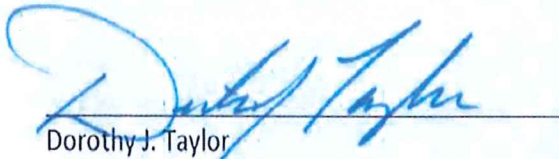
1. N 44°58'11" E, a distance of 642.02 feet to a wire fence corner post for a corner, and the beginning of a curve;
2. Along a fence generally following the arc of a curve to the right, having a radius of 931.23 feet, an arc length of 244.15 feet and a chord bearing and distance of N 60°22'08" E, 243.45 feet to the POINT OF BEGINNING, containing 68.47 acres of land in Guadalupe County, Texas.

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

Written November 28, 2023. Revised 11/30/2023 Name change.

Reference survey of said 68.47 acre tract of land prepared this same date.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Dorothy J. Taylor
 Registered Professional Land Surveyor No. 6295

11-30-23

S:\Projects\032 - Fred Heimer\032.061 - Altenhof Tract\68.47 ac. M&B_LibertyTrailsMUD.docx

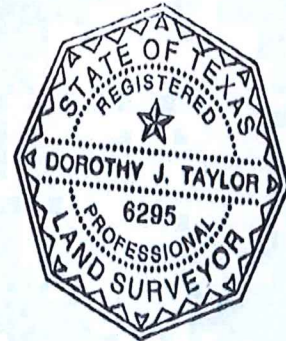


Exhibit C to Development Agreement

Development Regulations

- a. Chapter 14 Buildings and Building Regulations of the city of New Braunfels Code of Ordinances
- b. Chapter 118 Subdivision Platting of the City of New Braunfels Code of Ordinances
- c. Chapter 144, Zoning, Section 144-5.20 Airport Hazard Zoning District

Exhibit D to Development Agreement

LOCAL GOVERNMENT CODE SECTION 212.172 MANDATORY DISCLOSURE

A. At the time a municipality makes an offer to a landowner to enter into a development agreement pursuant to Section 212.172, the municipality must provide the landowner with a written disclosure that includes:

- (1) a statement that the landowner is not required to enter into the Agreement;
- (2) the authority under which the municipality may annex the land with references to relevant law;
- (3) a plain-language description of the annexation procedures applicable to the land;
- (4) whether the procedures require the landowner's consent; and
- (5) a statement regarding the municipality's waiver of immunity to suit.

B. You, the landowner, are not required to enter into this Agreement. The consent provided by the City of New Braunfels for creation of the District was, however, predicated upon the District and those who develop within the District abiding by certain conditions included within the consent Resolution. One such condition was entering into a development agreement with the City of New Braunfels.

C. But for the Agreement or a strategic partnership agreement with the District, the City of New Braunfels may only annex your property as provided by Local Government Code Chapter 43 Subchapter C-3, Annexation of Area on Request of Owners; Subchapter C-4, Annexation of Areas with Population of Less Than 200 by Petition; or Subchapter C-5, Annexation of Areas with Population of At Least 200 by Election.

D. Annexation Procedures, Generally

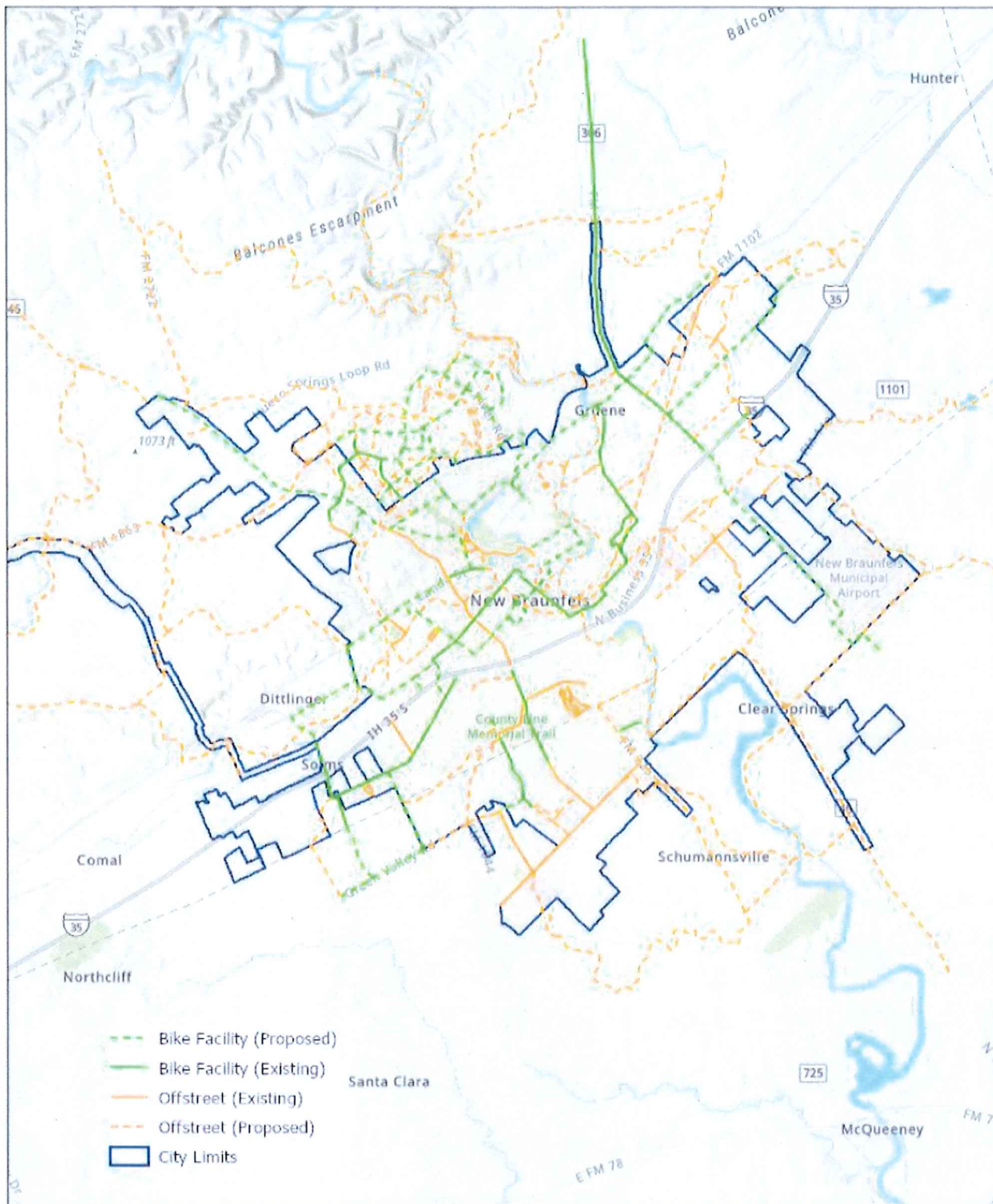
Local Government Code Chapter 43 Subchapter C-3, Annexation of Area on Request of Owners requires that each owner of land in the area requests the annexation. Before adopting an ordinance to complete an annexation under Subchapter C-3, the City would first negotiate with the landowners for the provision of services to the area and hold one public hearing where persons interested in the annexation could be heard.

Subchapter C-4, Annexation of Areas with Population of Less Than 200 by Petition requires that, before annexing an area with a population of less than 200, the City must first receive a petition consenting to the annexation signed by (1) more than 50% of the registered voters of the area and (2) if the registered voters of the area do not own more than 50% of the land in the area, more than 50% of the owners of land in the area. The City must then pass a resolution detailing services to be provided within the area after annexation, and mail to each resident and property owner in the area notice of the proposed annexation along with the services to be provided, date of the public hearing to be held, and an explanation of the 180-day petition period.

Subchapter C-5, Annexation of Areas with Population of At Least 200 by Election requires that, before annexing an area with a population of at least 200, the municipality holds an election in the area proposed to be annexed at which the qualified voters of the area may vote on the question of

the annexation and a majority of the votes received at the election approve the annexation; and if the registered voters of the area do not own more than 50 percent of the land in the area, the municipality obtains consent to annex the area through a petition signed by more than 50 percent of the owners of land in the area.

E. A municipality that enters a contract waives immunity from suit for the purpose of adjudicating a claim for breach of the contract. A development agreement entered into pursuant to Local Government Code Section 212.172 is a contract and constitutes a permit under Local Government Code Chapter 245.



Hike and Bike Trail Plan



Document Path: \\file03\lusers\parks\jordan\docs\Documents\ArcGIS\Projects\HBT Plan\Map - Update\HBT Plan Map - Update.aprx Source: City of New Braunfels, GIS Date: 7/10/2020

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 Braunfels, its officers or employees for any omissions, errors, or variances which may exist.

Exhibit F to Development Agreement
Form of Resolution Consenting to the Creation of the Municipal Utility District

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF NEW BRAUNFELS, TEXAS
CONSENTING TO THE CREATION, AND INCLUSION OF LAND
WITHIN LIBERTY TRAILS MUNICIPAL UTILITY DISTRICT**

WHEREAS, the City of New Braunfels, Texas (the "City") has received a request for its consent to the creation of, and inclusion of land within, a municipal utility district (the "District") in the extraterritorial jurisdiction of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which request is attached hereto as **Exhibit "A"** (the "Petition"); and

WHEREAS, pursuant to Texas Water Code, Section 54.016, and Texas Local Government Code, Section 42.042, land within the extraterritorial jurisdiction of a city may not be included within a district without the written consent of such city;

WHEREAS, the City has received a Petition for the inclusion of approximately 68.47 acres of real property being more particularly described by metes and bounds and by survey in **EXHIBIT "A"** attached hereto (collectively, the "Land"), into the boundaries of the District;

WHEREAS, all of the Land is located within the extraterritorial jurisdiction of the City; and,

WHEREAS, the City of New Braunfels has adopted a Comprehensive Plan, Envision New Braunfels, that includes policies of encouraging balanced and fiscally responsible land use patterns, utilizing public/private partnerships to guide growth and investment within the City's jurisdictional and extraterritorial limits, balancing available resources in an equitable manner that does not lead to disinvestment in existing development, assuring the long-term fiscal health of New Braunfels and preventing undue fiscal burdens on the City and others, and ensuring that decisions result in outcomes that aid in achieving Envision New Braunfels; and

WHEREAS, the City Council of the City of New Braunfels is amenable to granting its consent to the creation of the District and the inclusion of the Land within the District upon certain conditions.

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

Section 1. The City of New Braunfels, Texas hereby consents to the creation of the District and inclusion of the Land within the District in accordance with Section 54.016,

Texas Water Code, and Section 42.042 of the Texas Local Government Code. This consent is subject to the terms and conditions of this Resolution. The City specifically reserves the right to oppose and protest the creation of the District and the inclusion of the land within the District in the event the conditions set forth in this Resolution are not met.

Section 2. As a condition of the City’s consent to the creation of the District and inclusion of Land within the District, the following conditions shall apply:

1. The petitioner shall enter into a development agreement with the City of New Braunfels in the form attached as EXHIBIT “C”.
2. The purposes for which the District may issue bonds shall be limited to purposes authorized for the District, as provided in Section 54.016(e), Texas Water Code.
3. Before the commencement of the construction of any water, sanitary sewer (to include package treatment plants, if authorized), drainage, and road facilities (if authorized) and related improvements to serve the District (the “Facilities”) the plans and specifications for the construction of said Facilities shall be provided to the City and approval of such plans and specifications shall be obtained from the City prior to construction. Prior to the construction of any Facilities written notice shall be provided to the City, stating the date that such construction will be commenced. The construction of the Facilities shall be in accordance with the approved plans and specifications. During the progress of the construction and installation of Facilities, the City, or representative thereof, may make on-the-ground inspections. After completion of construction a final copy of all "as-builts" of the Facilities shall be delivered to the City in the form(s) as required by the City.

Section 3. This Resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2024.

Neal Linnartz, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary