

1 **STAFF’S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT**

2
3 **DEVELOPMENT AGREEMENT BETWEEN**
4 **THE CITY OF NEW BRAUNFELS, TEXAS,**
5 **AND**
6 **AGUILAS ROBLES, LLC AND MJD ENDEAVORS, LLC**
7

8 This DEVELOPMENT AGREEMENT (the “Agreement”) is entered into between Aguilas
9 Robles, LLC and MJD Endeavors, LLC, their successors or assigns (the “Developer”), and the
10 City of New Braunfels, Texas (the “City”), a home-rule municipal corporation in Comal and
11 Guadalupe Counties, Texas, acting by and through its governing body, the City Council of New
12 Braunfels, Texas (Developer and City herein referred to as individually a “Party” and collectively,
13 the “Parties”) to be effective on the date of _____ (the “Effective Date”).
14

15 **RECITALS**
16

17 **WHEREAS**, the Developer owns approximately 362 acres of land (defined herein as the “Tract”)
18 in Comal County, Texas and currently within the extra-territorial jurisdiction of the City, and a
19 copy of the metes and bounds description and survey of the Tract are attached as Exhibit A; and,
20

21 **WHEREAS**, the City of New Braunfels has adopted a Comprehensive Plan, Envision New
22 Braunfels, that includes policies encouraging balanced and fiscally responsible land use patterns,
23 utilizing public/private partnerships to guide growth and investment within the City’s
24 jurisdictional and extraterritorial limits, balancing available resources in an equitable manner that
25 does not lead to disinvestment in existing development, assuring the long-term fiscal health of
26 New Braunfels and preventing undue fiscal burdens on the City and others, and ensuring that
27 decisions result in outcomes that aid in achieving Envision New Braunfels; and
28

29 **WHEREAS**, The Tract lies within the Hoffman Lane Sub-Area which is identified for
30 conservation communities focused around maintaining and enhancing ecological integrity while
31 allowing some level of development to occur; and
32

33 **WHEREAS**, the City has consented to the inclusion of the Tract within a municipal utility district
34 to be named Flying W Municipal Utility District (the “District”) to be developed for single-family
35 and multifamily residential use; and
36

37 **WHEREAS**, the Developer and the City wish to enter into this Agreement to provide certainty of
38 regulatory requirements throughout the term of this Agreement and encourage the creation of high-
39 quality development for the benefit of the District and the City; and
40

41 **WHEREAS**, it is the intent of this Agreement to establish certain restrictions and commitments
42 imposed and made in connection with the development of the Tract; and
43

44 **WHEREAS**, the authority for this Agreement exists under Chapter 212, Subchapter G, Texas
45 Local Government Code; Chapter 42, Texas Local Government Code; Chapter 245, Texas Local
46

47 **STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT**

48
49 Government Code; and Section 212.172 of the Texas Local Government Code and Chapter 54 of
50 the Texas Water Code; and

51
52 **WHEREAS**, the City has provided the owner of the Tract a written disclosure as required by
53 Texas Local Government Code Section 212.172(b-1);

54
55 **NOW THEREFORE**, in consideration of the mutual promises, obligations, and benefits
56 contained herein as well as other good and valuable consideration, the sufficiency of which is
57 acknowledged by the Parties, the City and Developer agree as follows:

58
59 **ARTICLE I**
60 **DEFINITIONS AND EXHIBITS**

61
62 Section 1.1 Definitions. Unless the context indicates others, the following words as used in this
63 Agreement shall have the following meanings:

64
65 “City” means the City of New Braunfels, Texas, a home rule municipal corporation situated
66 in Comal and Guadalupe Counties, Texas, acting by and through its governing body, the City
67 Council of New Braunfels, Texas.

68
69 “City Code” means the New Braunfels City Code and other ordinances and regulations
70 adopted by the City of New Braunfels, as such ordinances may be amended, changed,
71 supplemented, or repealed from time to time.

72
73 “Developer” means Aguilas Robles, LLC and MJD Endeavors, LLC and their successor
74 and assigns.

75
76 “Development Regulations” means those Chapters of the City of New Braunfels Code of
77 Ordinances related to the Development of the Tract and listed in the attached Exhibit C.

78
79 “District” means Flying W Municipal Utility District or other named municipal utility
80 district created pursuant to the petition attached here as Exhibit B.

81
82 “CCSUD” means Crystal Clear Special Utility District.

83
84 “Tract” means the approximately 362 acres of land to be developed by Developer, as
85 described in Exhibit A.

86
87 “TCEQ” means the Texas Commission on Environmental Quality or its successor agency.

88
89 Section 1.2. Exhibits. The following Exhibits attached to this Agreement are a part of the
90 Agreement as though fully incorporated herein:

91
92 Exhibit A Metes and Bounds Description and Survey of the Tract

93 STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

94

95	Exhibit B	Petition for Consent to the Creation of A Municipal Utility District
96	Exhibit C	Development Regulations
97	Exhibit D	Mandatory Disclosure
98	Exhibit E	Regional Transportation and Hike and Bike Trails Plans

99

100

101 ARTICLE II

102 GENERAL PLAN; LAND USE AND VESTED RIGHTS

103

104 Developer hereby agrees that the Tract will be developed for single-family and multifamily
105 residential use only. As consideration for the City's obligations under this Agreement, the
106 Developer intends to proceed to develop the Tract as expeditiously as possible as determined by
107 real estate and financial market and legal conditions. This Article does not require and shall not be
108 construed as requiring the Developer to develop the Tract on any particular schedule or timetable.

109

110 Developer's rights established under Chapter 245, Texas Local Government Code, are
111 effective as of the Effective Date of this Agreement and rights which may have existed or accrued
112 prior to the Effective Date of this Agreement are hereby null and void.

113

114 ARTICLE III

115 DEVELOPER'S DEVELOPMENT OBLIGATIONS

116

117 Section 3.1. Development of Tract.

118

- 119 a. Development of the Tract shall comply with the Development Regulations, except
120 where modified or otherwise specified herein.
- 121 b. All buildable lots situated or partially situated over the Edward's Aquifer Recharge
122 Zone shall be a minimum of 1-acre in size; or, residential density over or partially
123 over the Edward's Aquifer Recharge Zone shall not exceed a total density of one
124 dwelling unit per acre.
- 125 c. Package wastewater treatment plants are prohibited within the District, unless the
126 proposed package wastewater treatment plant meets the minimum design and
127 construction specifications of CCSUD, the utility provider, with a long-term
128 maintenance plan approved by CCSUD.
- 129 d. Private water distribution systems are specifically prohibited within the District,
130 unless the proposed water distribution system meets the minimum design and
131 construction specifications of CCSUD, the utility provider, with a long-term
132 maintenance plan approved by CCSUD.
- 133 e. Development of the Tract shall comply with the City's Regional Transportation and
134 Hike and Bike Trails Plan attached hereto as Exhibit E.
- 135 f. Internal mid-block trail connections may count as block breaks for the maximum
136 block length requirement as outlined in the City of New Braunfels Subdivision
137 Platting Ordinance for development within the Tract; however, development within
138 the Tract shall comply with a minimum street connectivity ratio of 1.20.

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

- g. Lots within the District which front onto collector streets shall have semicircular front driveways with more than one vehicular entrance.
- h. Parks and trails that are required by the Development Regulations may be dispersed throughout the Tract, as approved by the City, rather than concentrated in one location, such approval by the City to be based on locally adopted policies and not to be unreasonably withheld.
- i. Outdoor/external lighting within the District shall comply with City of New Braunfels lighting standards in place at the time of development.
- j. Pedestrian lighting is required within the District for trail connections between neighborhoods and parks and multifamily 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: $\text{Height (H)} < 3 + (\text{D}/3)$; where D equals the distance in feet from the light source to the nearest residential lot line (extended vertically).
- k. Single-family residential housing diversity shall be required within the District with a mixture of a least three different lot sizes, three different lot shapes and three different house sizes/floorplans.
- l. Street trees shall be required on collector classification and above streets (minimum of one 3-inch caliper tree every 40 feet maximum) internal to the District and shall be maintained in good health/condition. Tree replacement shall be required in conformance with this subsection should any required street tree die during the life of the MUD.
- m. Tree preservation that exceeds City standards shall be required within the District (applicant may propose standards).
- n. Tree planting and landscaping requirements for all uses within the District shall exceed City standards (applicant may propose standards).
- o. The Developer must identify any archeological or historical resources within the District and establish methods for proposed protection/remediation of such resources.
- p. To enhance public safety and ensure quality of development for future residents, builders shall obtain and pay corresponding fees for City building permits and inspections. All structures built on individual lots shall be required to comply with the applicable Development Regulations identified in Exhibit C in effect at the time of permitting.

Section 3.2. Utilities

- a. Water. Developer shall commence negotiations with CCSUD, within 120 days of the effective date of this Agreement to come to an agreement on the provision of water services. If an agreement with CCSUD is not reached and water is provided to the Tract or individual lots by a source other than CCSUD, then Developer agrees:

185 STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

- 186
- 187 i. That the design, construction and installation of any internal water
- 188 distribution system shall be built in accordance with CCSUD standards.
- 189
- 190 ii. That the Developer shall submit to CCSUD and the City their plan for long
- 191 term maintenance of the water distribution infrastructure.
- 192
- 193 b. Bonds. CCSUD shall have the right to review and approve the District's bonds
- 194 and notes prior to issuance and may place restrictions on the terms and provisions
- 195 of the District's bonds and notes issued to provide service to the Land and
- 196 conditions on the sale of the District's bonds and notes to the extent such
- 197 restrictions and conditions do not generally render the bonds and notes of the
- 198 District unmarketable.
- 199

200 Section 3.3. Associations. The Developer will create a homeowners association for the

201 residential development (the "Association"). The District and/or the Association shall maintain all

202 common areas, park, trail, and recreational facilities.

203

204 Section 3.4. Park and Recreational Facilities. The Developer will comply with the City's

205 parkland dedication ordinance as set forth in the City Code, with approval of the City.

206

207 Section 3.5. Waiver of Actions Under Private Real Property Rights Preservation Act.

208 The Developer hereby waives its right, if any, to assert any causes of action against the City

209 accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas

210 Government Code (the "Act"), that the City's execution or performance of this Agreement or any

211 authorized amendment or supplements thereto may constitute, either now or in the future, a

212 "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real

213 Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply

214 to, and the Developer and Developer's grantees and successors do not waive their rights under the

215 Act to assert, a claim under the Act for any action taken by the City beyond the scope of this

216 Agreement which otherwise may give rise to a cause of action under the Act.

217

218

219 ARTICLE IV

220 DEFAULT AND TERMINATION

221

222 Section 4.1. Material Breach of Agreement. It is the intention of the Parties to this

223 Agreement that the Tract be developed in accordance with the terms of this Agreement. In

224 the event that a party to this Agreement believes that another party has, by act or omission,

225 committed a material breach of this Agreement, the provisions of this Article V shall

226 provide the remedies for such default.

227

- 228 (a) The Parties acknowledge and agree that any substantial deviation by the Developer
- 229 from the material terms of this Agreement would frustrate the intent of this
- 230 Agreement, and, therefore, would be a material breach of this Agreement. A

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement.

- (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.

Section 4.2. Notice of Developer's Default.

- (a) The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer 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 Developer. The Developer 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 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 Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City shall notify the Developer and may pursue any and all remedies it has at law or equity.

Section 4.3. Notice of City's Default.

- (a) Developer 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 Developer may specify in the

**STAFF'S ORIGINAL PROPOSED DEVELOPMENT
AGREEMENT**

notice, either cure the alleged failure or, in a written response to Developer, 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) Developer 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 Developer, 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 Developer 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 Developer, or that the failure is excusable, the determination shall conclude the investigation.
- (d) If Developer 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 Developer, then Developer 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 Developer.

**ARTICLE V
ANNEXATION**

Section 5.1. The Parties acknowledge that Developer 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.

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

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 Developer pursuant to Section 212.172(b-1) of the Texas Local Government Code.

Section 5.4. The voluntary request for annexation of the Tract shall survive the termination and term of this Agreement.

ARTICLE VI MISCELLANEOUS

Section 6.1. Sale of Tract; Assignability. Any Agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. 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, 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 inabilities of any party similar to those enumerated and not within the control of the party claiming such inability.

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

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 Comal County, Texas.

Section 6.4. Non-Waiver of Immunity. Notwithstanding any other provision of this Agreement, 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 Developer, to:

414 _____
415 _____
416 **STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT**
417 _____
418 _____
419 _____
420 _____
421 _____
422 _____
423 _____
424 _____
425 _____
426 _____
427 _____
428 _____
429 _____

430 With a copy to:
431 _____
432 _____
433 _____
434 _____

435 The Parties shall have the right from time to time and at any time to change their respective
436 addresses and each shall have the right to specify any other address by at least fifteen (15) days'
437 written notice to the other parties.
438

439 Section 6.7. Merger and Modification. This Agreement, including the exhibits that are
440 attached hereto and incorporated herein for all purposes, and, except as otherwise provided in this
441 Agreement, embodies the entire Agreement between the Parties relative to the subject hereof. This
442 Agreement shall be subject to change or modification only with the mutual written consent of both
443 Parties.
444

445 Section 6.8. Severability. The provisions of this Agreement are severable, and if any part
446 of this Agreement or the application thereof to any person or circumstances shall ever be held by
447 any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder
448 of this Agreement and the application of part of this Agreement to other persons or circumstances
449 shall not be affected thereby.
450

451 Section 6.9. Benefits of Agreement. This Agreement is for the benefit of the City and
452 Developer and shall not be construed to confer any benefit on any other person except as expressly
453 provided for herein.
454

455 Section 6.10. Recordation. The City shall record this Agreement and any amendments
456 thereof in the deed records of Comal County. In addition, any assignments of this Agreement shall
457 be recorded in the deed records of Comal County. This Agreement, when recorded, shall be a
458 covenant running with the land and binding upon the Tract, the parties and their assignees during
459 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.

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

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 Developer.

Section 6.12. Cooperation. The City and Developer 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 Developer 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.

(Signature Pages to Follow)

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

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

DEVELOPER

By: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2022,
by _____.

Notary Public, State of Texas

(NOTARY SEAL)

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me this _____ day of _____, 2022,
by _____.

Notary Public, State of Texas

(NOTARY SEAL)

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me this _____ day of _____, 2022,
by _____.

Notary Public, State of Texas

(NOTARY SEAL)

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

CITY OF NEW BRAUNFELS, TEXAS

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

STATE OF TEXAS

§

COUNTY OF COMAL

§

§

This instrument was acknowledged before me this ____ day of _____, 2022, by
_____, Mayor, City of New Braunfels, on behalf of said City.

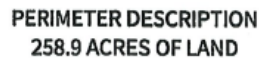
Notary Public, State of Texas

(NOTARY SEAL)

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

Exhibit A

DRAFT



1. N 47°03'55" W 754.60 FEET WITH THE WEST LINE OF SAID 10.000 ACRE TRACT TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND FOR THE WEST CORNER OF SAID 10.000 ACRE TRACT AND FOR A WESTERLY SOUTHWEST CORNER OF SAID 114.206 ACRE TRACT,
2. N 46°58'31" W 60.36 FEET WITH THE SOUTHWEST LINE OF SAID 114.206 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND,
3. N 46°09'36" W 933.97 FEET TO A 60D NAIL FOUND,
4. N 46°07'56" W 579.85 FEET TO AN OLD T-POST FOUND FOR THE OSTENSIBLE NORTH CORNER OF SAID 39.320 ACRE TRACT;

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

03678.000 258.9 ACRES 2 / 4

THENCE, N 46°27'38" W 826.33 FEET WITH SAID OLD WIRE FENCE AND THE NORTHEAST LINE OF THAT CERTAIN TRACT DESCRIBED AS 73.227 ACRES (TRACT NO. 1) IN SAID TLJ RANCH DEED, TO A 3-1/2 INCH IRON PIPE FENCE CORNER POST FOUND FOR A SOUTHEASTERLY CORNER OF SAID 127.922 ACRE TRACT; FOR REFERENCE, A 60D NAIL IN THE TOP OF AN OLD CEDAR FENCE CORNER POST FOUND FOR AN ANGLE POINT IN THE SOUTHEAST LINE OF SAID 127.922 ACRE TRACT BEARS N 47°12'05" W 42.19 FEET;

THENCE, CONTINUING WITH SAID OLD WIRE FENCE, THE NORTHEAST LINE OF SAID 73.227 ACRE TRACT, AND WITH THE SOUTHWEST LINE OF SAID 127.922 ACRE TRACT THE FOLLOWING FIVE (5) COURSES:

1. S 80°02'03" W 35.31 FEET TO A RAIL ROAD SPIKE IN THE TOP OF A 4 INCH IRON PIPE FENCE CORNER POST FOUND,
2. N 46°48'08" W 286.49 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND,
3. N 50°54'07" W 472.58 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND,
4. S 42°51'11" W 719.79 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND,
5. N 43°31'42" W 1892.31 FEET TO A 4 INCH PIPE FENCE CORNER POST FOUND IN THE SOUTHEAST LINE OF LOT 148 OF HAVENWOOD AT HUNTERS CROSSING UNIT TWO SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 200606040000 OF SAID OFFICIAL RECORDS, FOR THE WEST CORNER OF SAID 127.922 ACRE TRACT;

THENCE, WITH A GAME FENCE, AND WITH THE SOUTHEAST LINES OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT TWO AND HAVENWOOD AT HUNTERS CROSSING UNIT THREE SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 200606046131 OF SAID OFFICIAL RECORDS, THE FOLLOWING FIVE (5) COURSES:

1. N 43°40'26" E, PASSING AN IRON ROD WITH ALUMINUM CAP INSCRIBED "PRO-TECH ENG 2219" FOUND ONLINE FOR THE SOUTH CORNER OF LOT 149 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT TWO, AT 277.87 FEET PASSING AN IRON ROD WITH ALUMINUM CAP INSCRIBED "PRO-TECH ENG 2219" FOUND ONLINE FOR THE SOUTH CORNER OF LOT 177 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT THREE, AND CONTINUING FOR A TOTAL DISTANCE OF 360.63 FEET TO A POINT IN THE FENCE LINE,
2. N 43°40'35" E 879.10 FEET, PASSING IRON RODS WITH ALUMINUM CAPS INSCRIBED "PRO-TECH ENG 2219" FOUND ONLINE FOR THE SOUTH CORNERS OF LOTS 179, 181, AND 182 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT THREE TO A 15 INCH OAK TREE FOUND IN THE FENCE LINE AT THE SOUTHEAST TERMINATION OF OAK BLUFF TRAIL,
3. N 44°05'20" E 355.20 FEET, PASSING IRON RODS WITH ALUMINUM CAPS INSCRIBED "PRO-TECH ENG 2219" FOUND ONLINE FOR THE SOUTH CORNERS OF LOTS 183, 184, AND 185 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT THREE, TO A DEAD 8 INCH OAK TREE FOUND IN THE FENCE LINE,
4. N 45°00'23" E 10.90 FEET TO A 10 INCH CEDAR TREE FOUND IN THE FENCE LINE,
5. N 44°02'32" E 650.92 FEET TO A 3 INCH PIPE FENCE CORNER POST FOUND AT THE EAST CORNER OF LOT 188 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT THREE SUBDIVISION, FOR THE NORTH CORNER OF SAID 127.922 ACRE TRACT, AND BEING IN THE SOUTHWEST LINE OF THAT CERTAIN TRACT DESCRIBED AS 164.537 ACRES IN A SPECIAL WARRANTY DEED TO FLYING W

656
657

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

03678.000 258.9 ACRES 3/4

PROPERTIES, LTD. DATED MARCH 28, 2000 AND RECORDED AS DOCUMENT NUMBER 200006011446 OF SAID OFFICIAL RECORDS;

THENCE, WITH THE SOUTHWEST LINE OF SAID 164.537 ACRE TRACT AND ALONG OR NEAR THE NORTHEAST LINE OF THE NANCY KENNER SURVEY NUMBER 3, ABSTRACT NUMBER 306, THE FOLLOWING SEVEN (7) COURSES:

1. S 65°12'22" E 292.01 FEET ALONG OR NEAR A WIRE FENCE TO A 1/2 INCH IRON ROD WITH RED PLASTIC CAP INSCRIBED "CUDE" SET NEAR A PIPE FENCE CORNER POST,
2. S 46°32'49" E 695.33 FEET ALONG OR NEAR A WIRE FENCE TO A 1/2 INCH IRON ROD FOUND,
3. S 46°24'54" E, AT 795 FEET PASSING THROUGH AN OPEN PORTION OF A CROSS FENCE, LEAVING ABOVE SAID WIRE FENCE, AND CONTINUING INTO OPEN FIELD FOR A TOTAL DISTANCE OF 1429.16 FEET TO A 1/2 INCH IRON ROD FOUND,
4. S 46°18'47" E 124.19 FEET TO A 1/2 INCH IRON ROD WITH RED CAP INSCRIBED "CUDE" SET FOR THE EAST CORNER OF SAID 127.922 ACRE TRACT, SAME BEING THE NORTH CORNER OF SAID 114.206 ACRE TRACT,
5. S 46°18'47" E, AT 1340 FEET PASSING A CROSS FENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 1895.57 FEET TO A 1/2 INCH IRON ROD FOUND,
6. S 46°20'35" E 901.64 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND FOR THE NORTH CORNER OF SAID 4.997 ACRE TRACT,
7. S 46°33'48" E 60.91 FEET WITH THE NORTHEAST LINE OF SAID 4.997 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 164.537 ACRE TRACT, AND FOR THE WEST CORNER OF THAT CERTAIN TRACT DESCRIBED AS 5.776 ACRES IN A SPECIAL WARRANTY DEED TO SAM RUSSELL CALDER, DATED APRIL 5, 2014 AND RECORDED AS DOCUMENT NUMBER 201806020584 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, S 46°49'33" E 313.24 FEET ALONG OR NEAR THE NORTHEAST LINE OF THE NANCY KENNER SURVEY NUMBER 3, ABSTRACT NUMBER 306, AND WITH THE COMMON LINE OF SAID 5.776 ACRE TRACT AND SAID 4.997 ACRE TRACT TO A 60D NAIL FOUND AT THE BASE OF A CEDAR TREE AND IN THE FENCE LINE FOR THE NORTH CORNER OF SAID 1.471 ACRE TRACT;

THENCE, WITH THE NORTHEAST LINE OF SAID 1.471 ACRE TRACT THE FOLLOWING THREE (3) COURSES:

1. S 49°52'40" E 199.46 FEET ALONG OR NEAR THE NORTHEAST LINE OF THE NANCY KENNER SURVEY NUMBER 3, ABSTRACT NUMBER 306, AND WITH THE SOUTHWEST LINE OF SAID 5.776 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND FOR THE NORTH CORNER OF THAT CERTAIN TRACT DESCRIBED AS 0.497 ACRES IN A WARRANTY DEED WITH VENDOR'S LIEN TO VANESSA VAJDOS, DATED AUGUST 18, 2006 AND RECORDED AS DOCUMENT NUMBER 200606035699 OF SAID OFFICIAL RECORDS,
2. S 40°06'35" W 109.99 FEET WITH THE NORTHWEST LINE OF SAID 0.497 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID 0.497 ACRE TRACT,
3. S 49°46'25" E 187.13 FEET WITH THE SOUTHWEST LINE OF SAID 0.497 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND IN THE CURVING NORTHWEST LINE OF F.M. 1102, BEING THE SOUTH CORNER OF SAID 0.497 ACRE TRACT, AND THE EAST CORNER OF SAID 1.471 ACRE TRACT;

658

CUDE ENGINEERS
SAN ANTONIO, TEXAS

4122 POND HILL ROAD, STE 101
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951
CUDEENGINEERS.COM

TBPE NO. 455
TABLE NO. 100/850

659
660

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

03678.000 258.9 ACRES 4 / 4

THENCE, WITH THE NORTHWEST LINE OF SAID F.M. 1102 THE FOLLOWING SEVEN (7) COURSES:

1. 69.76 FEET WITH THE SOUTHEAST LINE OF SAID 1.471 ACRE TRACT AND WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1870.10 FEET AND A CHORD THAT BEARS S 53°45'53" W 69.76 FEET TO A TXDOT TYPE 1 CONCRETE MONUMENT FOUND,
2. S 54°30'00" W 53.40 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 1.471 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 4.997 ACRE TRACT;
3. S 54°30'00" W 200.14 FEET WITH THE SOUTHEAST LINE OF SAID 1.471 ACRE TRACT TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND FOR THE SOUTH CORNER OF SAID 4.997 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 114.206 ACRE TRACT,
4. S 54°42'00" W 706.77 FEET WITH THE SOUTHEAST LINE OF SAID 114.206 ACRE TRACT TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "BRYN SURVEYING" FOUND FOR THE SOUTH CORNER OF SAID 114.206 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 10.000 ACRE TRACT;
5. S 54°40'20" W 52.29 FEET WITH THE SOUTHEAST LINE OF SAID 10.000 ACRE TRACT TO 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "BRYN SURVEYING" FOUND,
6. 310.55 FEET WITH THE SOUTHEAST LINE OF SAID 10.000 ACRE TRACT AND WITH A CURVE TO THE LEFT HAVING A RADIUS OF 5769.70 FEET AND A CHORD THAT BEARS S 53°05'05" W 310.51 FEET TO A 1/2 INCH IRON ROD FOUND,
7. S 51°22'14" W 201.91 FEET WITH THE SOUTHEAST LINE OF SAID 10.000 ACRE TRACT TO THE POINT OF BEGINNING.

BEARINGS CITED HEREON BASED ON GRID NORTH TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE (NAD83). THIS PERIMETER DESCRIPTION IS A PART OF AND ACCOMPANIES A SKETCH OF THIS SURVEY. THE FIELDWORK WAS COMPLETED ON OCTOBER 28, 2021.

 NOVEMBER 2, 2011
BRETT A. BUTTS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6254
CUDE ENGINEERS
12301 RESEARCH BLVD, BUILDING V, SUITE 160
AUSTIN, TX 78759
TBPELS FIRM NO. 10048500
TBPE FIRM NO. 455
JOB NO. 03678.000



661

CUDE ENGINEERS
SAN ANTONIO, TEXAS

4122 POND HILL ROAD, STE 101
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951
CUDEENGINEERS.COM

TBPE NO. 455
TBPELS NO. 10048500



STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

DESCRIPTION OF A 103.1 ACRE TRACT OF LAND

SITUATED IN THE NANCY KENNER SURVEY NO. 3, ABSTRACT NO. 306
COMAL COUNTY, TEXAS

BEING a 103.1 acre tract of land situated in the Nancy Kenner Survey No. 3, Abstract No. 306 and being all of a called 73.227 acre tract of land described as Tract 1 and being a portion of a called 39.320 acre tract of land described as Tract 2 in an instrument to TLJ Ranch, LP recorded in Document No. 201006004682 of the Official Public Records of Comal County, Texas (O.P.R.C.C.), said 103.1 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the Northwest right-of-way line of FM 1102 (Called 80-feet wide) and being the most Southerly corner of a called 10.000 acre tract described in an instrument to Flying W. Properties, Ltd. recorded in Document No. 200306040824, O.P.R.C.C. and being the most Easterly corner of said 39.320 acre tract and an Easterly Southeast corner of the herein described tract;

THENCE, South 51° 54' 40" West, along and with the Northwest right-of-way line of said FM 1102, a distance of 60.74 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for a Southerly Southeast corner of the herein described tract;

THENCE, North 47° 03' 31" West, over and across said 39.320 acre tract, being 60-feet to the West of and parallel to the common line of said 39.320 acre tract and said 10.000 acre tract, a distance of 757.79 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an interior corner of the herein described tract;

THENCE, South 42° 56' 29" West, continuing over and across said 39.320 acre tract, a distance of 698.79 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set on the Southwest line of said 39.320 acre tract and the Northeast line of a called 68.90 acre tract of land described in an instrument to Highbridge Consultants LLC recorded in Document No. 202106002169, O.P.R.C.C., and being a Southerly Southwest corner of the herein described tract;

THENCE, North 48° 24' 48" West, along and with the Southwest line of said 39.320 acre tract and the Northeast line of said 68.90 acre tract, a distance of 1,561.20 feet to a 5/8-inch iron rod found on the Southeast line of said 73.227 acre tract, and being the most Westerly corner of said 39.320 acre tract and an interior corner of the herein described tract;

THENCE, South 42° 48' 58" West, along and with the Northwest line of said 68.90 acre tract and a Southeast line of said 73.227 acre tract, a distance of 471.42 feet to a 1/2-inch iron rod with cap stamped "Overby-Descamps" found for the most Southerly corner of said 73.227 acre tract and being the most Easterly corner of Lot 77 of HAVENWOOD AT HUNTERS CROSSING UNIT ONE, a subdivision recorded in Document No. 200606015745, Map and Plat Records of Comal County, Texas (M.P.R.C.C.);

THENCE, along and with the Southwest line of said 73.227 acre tract and the Northeast line of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, the following nine (9) bearings and distances:

- 1) North 48° 23' 33" West, a distance of 306.46 feet to a 6-inch fence post found for corner;
- 2) North 47° 54' 13" West, a distance of 270.21 feet to a calculated point for corner, from which a found 1/2-inch iron rod with cap stamped "Precision Surveyors" bears North 54°34' East, 1.09 feet;

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

- 3) North 48° 00' 48" West, at a distance of 87.95 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 78 and the most Easterly corner of Lot 89 of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, and continuing for a total distance of 185.73 feet to a T-Post found for corner;
- 4) North 47° 43' 21" West, at a distance of 232.22 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 89 and the most Easterly corner of Lot 90 of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, and continuing a total distance of 557.82 feet to a T-Post found for corner;
- 5) North 47° 19' 15" West, a distance of 254.25 feet to a T-Post found for corner;
- 6) North 47° 16' 18" West, at a distance of 410.17 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 102 and the most Easterly corner of Lot 113 of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, and continuing a total distance of 428.03 feet to a 1/2-inch iron rod found for corner;
- 7) North 46° 56' 25" West, a distance of 274.76 feet to a 1/2-inch iron rod with cap stamped "RPLS 4907" found for corner;
- 8) North 46° 51' 43" West, a distance of 329.25 feet to a T-Post found for corner;
- 9) North 46° 51' 22" West, a distance of 38.15 feet to a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 114 of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, and being the most Easterly corner of Lot 131 of HAVENWOOD AT HUNTERS CROSSING UNIT TWO, a subdivision recorded in Document No. 200606040000, M.P.R.C.C.;

THENCE, North 46° 51' 03" West, along and with the Southwest line of said 73.227 acre tract and the Northeast line of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, a distance of 390.70 feet to a T-Post found for corner;

THENCE, North 46° 49' 33" West, continuing along and with the Northeast line of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, at a distance of 269.32 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 132 and being the most Easterly corner of Lot 143 of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, and continuing a total distance of 468.39 feet to a 1/2-inch iron rod with cap stamped "Sherwood" found for the most Southerly corner of Lot 144 and an angle point on the East line of said Lot 143 of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, and being the most Westerly corner of said 73.227 acre tract and the herein described tract;

THENCE, North 43° 40' 51" East, along and with a North line of said 73.227 acre tract and being a Southeasterly line of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, at a distance of 172.38 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the common South corner of Lot 144 and Lot 145 of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, and continuing a total distance of 655.61 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for the most Northerly corner of said 73.227 acre tract and the herein described tract, and being the most Westerly corner of a called 127.922 acre tract described in an instrument to Flying W. Properties, Ltd. recorded in Document No. 200306027574, O.P.R.C.C.;

673
674

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

THENCE, along and with the common lines of said 73.227 acre tract and said 127.922 acre tract, the following five (5) bearings and distances:

- 1) South 43° 32' 48" East, a distance of 1,892.21 feet to a 1/2-inch iron rod with cap stamped "Kolodize Surveying" found for a Southerly corner of said 127.922 acre tract and being an interior corner of said 73.227 acre tract and the herein described tract;
- 2) North 42° 52' 06" East, a distance of 719.83 feet to a 1/2-inch iron rod with cap stamped "Kolodize Surveying" found for an interior corner of said 127.922 acre tract and being a lower North corner of said 73.227 acre tract and the herein described tract;
- 3) South 50° 54' 06" East, a distance of 472.70 feet to a 1/2-inch iron rod with cap stamped "Kolodize Surveying" found for an angle point;
- 4) South 46° 47' 36" East, a distance of 286.34 feet to a Railroad Spike found in a 4-inch pipe post for a Southerly corner of said 127.922 acre tract;
- 5) North 79° 45' 26" East, a distance of 35.50 feet to a Fence post found for a Southerly corner of said 127.922 acre tract and being an angle point on the West line of a called 114.206 acre tract described in an instrument to Flying W. Properties, Ltd recorded in Document No. 200306027576, O.P.R.C.C., from which a 60D Nail found in a fence post marking a common corner of said 127.922 acre tract and said 114.206 acre tract bears North 47°22'00" West, a distance of 42.14 feet;

THENCE, South 46° 32' 55" East, along and with the common line of said 73.227 acre tract and said 114.206 acre tract, a distance of 826.44 feet to a calculated point on the West line of said 114.206 acre tract and being the common East corner of said 73.227 acre and 39.320 acre tract of land, from which a 5/8-inch iron rod found sticking out of the ground 3 feet bears South 43°20' West, a distance of 1.20 feet;

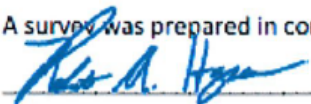
THENCE, South 45° 59' 11" East, along and with the common line of said 39.320 acre tract and said 114.206 acre tract, a distance of 579.85 feet to a 1/2-inch iron rod found for corner;

THENCE, South 46° 09' 37" East, continuing along and with the common line of said 39.320 acre tract and said 114.206 acre tract, a distance of 933.98 feet to a 1/2-inch iron rod found for corner;

THENCE, South 47° 03' 31" East, continuing along and with the common line of said 39.320 acre tract and said 114.206 acre tract, at a distance of 60.36 feet passing a 1/2-inch iron rod with cap stamped "Kolodize Surveying" found for the most Westerly corner of said 10.000 acre tract, and continuing a total distance of 815.10 feet to the **POINT OF BEGINNING** and containing 103.1 acres of land.

Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Measurements are in U.S. Survey Feet.

A survey was prepared in conjunction with this metes and bounds description.


Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park, Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657



675



679 STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

680 **Exhibit B**

681 Received 3-18-22.
@ 11:29 am.

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

THE STATE OF TEXAS

§

§

COUNTY OF COMAL

§

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

The undersigned (herein referred to as the "Petitioners"), holders of title to all land within the territory hereinafter described by metes and bounds, and acting pursuant to Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, respectfully petition the City Council of the City of New Braunfels, Texas, for its written consent to the inclusion of land in, and the creation of, a conservation and reclamation district and would respectfully show the following:

I.

The name of the proposed district shall be Flying W Municipal Utility District or some other name as required or permitted by law (the "District").

II.

The land shall be included within the District by creation and organization of the District as provided above. The District shall be organized under the terms and provisions of Article III, Section 52 and Article XVI, Section 59 of the Constitution of Texas, Chapters 49 and 54 of the Texas Water Code, and any special act of the Texas Legislature either creating the District or otherwise applicable thereto, together with all amendments and additions thereto.

III.

The District will contain approximately 362 acres of land, more or less, situated in Comal County, Texas. The lands proposed to be included within the District consists of two separate tracts of real property encompassing approximately 258.9 acres of real property and 103.1 acres of real property, respectively, each of said tracts being more particularly described in Exhibit "A" attached hereto. All of the land to be included within the District is located within the extraterritorial jurisdiction of the City of New Braunfels, Texas.

IV.

Each of the undersigned Petitioners are the owners of land in the proposed District and collectively hold title to all of the lands within the proposed District as indicated by the tax rolls of Comal County, Texas.

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

V.

The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

1. provide a water supply for municipal and domestic purposes;
2. collect, transport, process, dispose of and control all domestic or communal wastes whether in fluid, solid, or composite state;
3. gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;
4. design, acquire, construct, finance, improve, operate, and maintain macadamized, graveled, or paved roads, or improvements in aid of those roads; and
5. to provide such other facilities, systems, plants and enterprises as shall be consonant with 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 as a master-planned single family and multifamily residential development, an adequate waterworks system, sanitary sewer 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, and 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, and drainage and storm sewer system, and road system, 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 project, 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 \$102,000,000. The project will be financed by the issuance of bonds by the District.

686
687

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the land described herein within the District.

RESPECTFULLY SUBMITTED, this 18 day of March 2022.

PETITIONER:

AGUILAS ROBLES, LLC, a Texas limited liability company

By: **TriOak Development, LLC**, a Texas limited liability company, its Manager

By: _____

Name: Joshua Majors

Title: Manager of TriOak Development, LLC

ACKNOWLEDGEMENT

STATE OF TEXAS

§

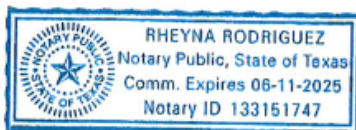
§

COUNTY OF HAYS

§

This instrument was acknowledged before me on the 17th day of MARCH, 2022, by JOSH MAJORS, as Petitioner of TriOak Development, LLC, the Manager of Aguilas Robles, LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal and Expiration)



Notary Public, State of Texas

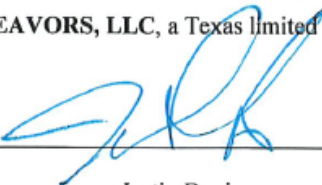
688

689
690

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

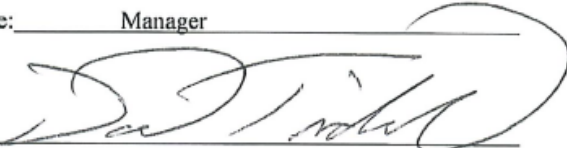
PETITIONER:

MJD ENDEAVORS, LLC, a Texas limited liability company

By: 

Name: Justin Davis

Title: Manager

By: 

Name: David Tidwell

Title: Manager

ACKNOWLEDGEMENTS

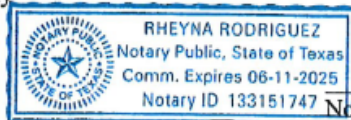
STATE OF TEXAS

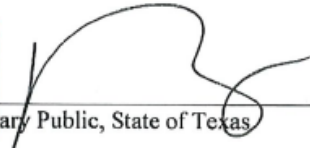
COUNTY OF Hays

§
§
§

This instrument was acknowledged before me on the 17th day of March, 2022, by Justin Davis, Manager of MJD Endeavors, LLC, a Texas limited liability company, on behalf of said limited liability company

(Seal and Expiration)




Notary Public, State of Texas

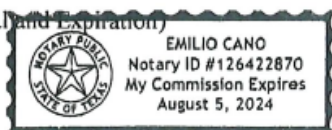
STATE OF TEXAS

COUNTY OF Hays

§
§
§

This instrument was acknowledged before me on the 17 day of March, 2022, by David Tidwell, Manager of MJD Endeavors, LLC, a Texas limited liability company, on behalf of said limited liability company

(Seal and Expiration)





-4-

691

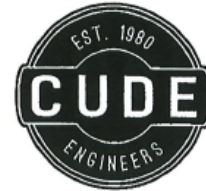
692
693

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

Notary Public, State of Texas

Exhibit "A"
Description of Land

694



**PERIMETER DESCRIPTION
258.9 ACRES OF LAND**

PERIMETER DESCRIPTION OF A 258.9 ACRE TRACT OF LAND, OUT OF THE NANCY KENNER SURVEY NUMBER 3, ABSTRACT NO. 306, COMAL COUNTY TEXAS, AND BEING ALL OF THE FOLLOWING FIVE TRACTS OF LAND: (1) 1.471 ACRES AS DESCRIBED IN A GENERAL WARRANTY DEED TO FLYING "W" PROPERTIES, LTD., DATED DECEMBER 11, 2020 AND RECORDED AS DOCUMENT NUMBER 202006056689 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS; (2) 4.997 ACRES AS DESCRIBED IN A GENERAL WARRANTY DEED TO FLYING "W" PROPERTIES, LTD., DATED DECEMBER 11, 2020 AND RECORDED AS DOCUMENT NUMBER 202006056689 OF SAID OFFICIAL PUBLIC RECORDS; (3) 127.922 ACRES AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FLYING W PROPERTIES, LTD, DATED JULY 30, 2003 AND RECORDED AS DOCUMENT NUMBER 200306027574 OF THE OFFICIAL RECORDS OF COMAL COUNTY TEXAS; (4) 114.206 ACRES AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FLYING W PROPERTIES, LTD., DATED JULY 30, 2003 AND RECORDED AS DOCUMENT NUMBER 200306027576 OF SAID OFFICIAL RECORDS; (5) 10.000 ACRES AS DESCRIBED IN A GENERAL WARRANTY DEED TO FLYING W PROPERTIES, LTD., DATED OCTOBER 30, 2003 AND RECORDED AS DOCUMENT NUMBER 200306040824 OF SAID OFFICIAL RECORDS; SAID 258.9 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE BASE OF AN OLD WOOD FENCE CORNER POST, AND BEING IN THE NORTHWEST LINE OF F.M. 1102, A CALLED 80 FOOT RIGHT-OF-WAY PER TXDOT MAP R1273-1-2, DATED JULY 26, 1950, FOR THE SOUTH CORNER OF SAID 10.000 ACRE TRACT, ALSO BEING THE EAST CORNER OF THAT CERTAIN TRACT DESCRIBED AS 39.320 ACRES (TRACT NO. 2) IN A SPECIAL WARRANTY DEED TO TLJ RANCH, LP, DATED DECEMBER 30, 2009 AND RECORDED AS DOCUMENT NUMBER 201006004682 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, WITH AN OLD WIRE FENCE AND THE NORTHEAST LINE OF SAID 39.320 ACRE TRACT THE FOLLOWING FOUR (4) COURSES; FOR REFERENCE A NEW GAME FENCE STANDS NEAR AND TO THE NORTHEAST AND RUNS GENERALLY PARALLEL WITH SAID OLD WIRE FENCE:

1. N 47°03'55" W 754.60 FEET WITH THE WEST LINE OF SAID 10.000 ACRE TRACT TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND FOR THE WEST CORNER OF SAID 10.000 ACRE TRACT AND FOR A WESTERLY SOUTHWEST CORNER OF SAID 114.206 ACRE TRACT,
2. N 46°58'31" W 60.36 FEET WITH THE SOUTHWEST LINE OF SAID 114.206 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND,
3. N 46°09'36" W 933.97 FEET TO A 60D NAIL FOUND,
4. N 46°07'56" W 579.85 FEET TO AN OLD T-POST FOUND FOR THE OSTENSIBLE NORTH CORNER OF SAID 39.320 ACRE TRACT;

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

03678.000 258.9 ACRES 2 / 4

THENCE, N 46°27'38" W 826.33 FEET WITH SAID OLD WIRE FENCE AND THE NORTHEAST LINE OF THAT CERTAIN TRACT DESCRIBED AS 73.227 ACRES (TRACT NO. 1) IN SAID TLJ RANCH DEED, TO A 3-1/2 INCH IRON PIPE FENCE CORNER POST FOUND FOR A SOUTHEASTERLY CORNER OF SAID 127.922 ACRE TRACT; FOR REFERENCE, A 60D NAIL IN THE TOP OF AN OLD CEDAR FENCE CORNER POST FOUND FOR AN ANGLE POINT IN THE SOUTHEAST LINE OF SAID 127.922 ACRE TRACT BEARS N 47°12'05" W 42.19 FEET;

THENCE, CONTINUING WITH SAID OLD WIRE FENCE, THE NORTHEAST LINE OF SAID 73.227 ACRE TRACT, AND WITH THE SOUTHWEST LINE OF SAID 127.922 ACRE TRACT THE FOLLOWING FIVE (5) COURSES:

1. S 80°02'03" W 35.31 FEET TO A RAIL ROAD SPIKE IN THE TOP OF A 4 INCH IRON PIPE FENCE CORNER POST FOUND,
2. N 46°48'08" W 286.49 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND,
3. N 50°54'07" W 472.58 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND,
4. S 42°51'11" W 719.79 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND,
5. N 43°31'42" W 1892.31 FEET TO A 4 INCH PIPE FENCE CORNER POST FOUND IN THE SOUTHEAST LINE OF LOT 148 OF HAVENWOOD AT HUNTERS CROSSING UNIT TWO SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 200606040000 OF SAID OFFICIAL RECORDS, FOR THE WEST CORNER OF SAID 127.922 ACRE TRACT;

THENCE, WITH A GAME FENCE, AND WITH THE SOUTHEAST LINES OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT TWO AND HAVENWOOD AT HUNTERS CROSSING UNIT THREE SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 200606046131 OF SAID OFFICIAL RECORDS, THE FOLLOWING FIVE (5) COURSES:

1. N 43°40'26" E, PASSING AN IRON ROD WITH ALUMINUM CAP INSCRIBED "PRO-TECH ENG 2219" FOUND ONLINE FOR THE SOUTH CORNER OF LOT 149 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT TWO, AT 277.87 FEET PASSING AN IRON ROD WITH ALUMINUM CAP INSCRIBED "PRO-TECH ENG 2219" FOUND ONLINE FOR THE SOUTH CORNER OF LOT 177 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT THREE, AND CONTINUING FOR A TOTAL DISTANCE OF 360.63 FEET TO A POINT IN THE FENCE LINE,
2. N 43°40'35" E 879.10 FEET, PASSING IRON RODS WITH ALUMINUM CAPS INSCRIBED "PRO-TECH ENG 2219" FOUND ONLINE FOR THE SOUTH CORNERS OF LOTS 179, 181, AND 182 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT THREE TO A 15 INCH OAK TREE FOUND IN THE FENCE LINE AT THE SOUTHEAST TERMINATION OF OAK BLUFF TRAIL,
3. N 44°05'20" E 355.20 FEET, PASSING IRON RODS WITH ALUMINUM CAPS INSCRIBED "PRO-TECH ENG 2219" FOUND ONLINE FOR THE SOUTH CORNERS OF LOTS 183, 184, AND 185 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT THREE, TO A DEAD 8 INCH OAK TREE FOUND IN THE FENCE LINE,
4. N 45°00'23" E 10.90 FEET TO A 10 INCH CEDAR TREE FOUND IN THE FENCE LINE,
5. N 44°02'32" E 650.92 FEET TO A 3 INCH PIPE FENCE CORNER POST FOUND AT THE EAST CORNER OF LOT 188 OF SAID HAVENWOOD AT HUNTERS CROSSING UNIT THREE SUBDIVISION, FOR THE NORTH CORNER OF SAID 127.922 ACRE TRACT, AND BEING IN THE SOUTHWEST LINE OF THAT CERTAIN TRACT DESCRIBED AS 164.537 ACRES IN A SPECIAL WARRANTY DEED TO FLYING W

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

03678.000 258.9 ACRES 3 / 4

PROPERTIES, LTD. DATED MARCH 28, 2000 AND RECORDED AS DOCUMENT NUMBER 200006011446 OF SAID OFFICIAL RECORDS;

THENCE, WITH THE SOUTHWEST LINE OF SAID 164.537 ACRE TRACT AND ALONG OR NEAR THE NORTHEAST LINE OF THE NANCY KENNER SURVEY NUMBER 3, ABSTRACT NUMBER 306, THE FOLLOWING SEVEN (7) COURSES:

1. S 65°12'22" E 292.01 FEET ALONG OR NEAR A WIRE FENCE TO A 1/2 INCH IRON ROD WITH RED PLASTIC CAP INSCRIBED "CUDE" SET NEAR A PIPE FENCE CORNER POST,
2. S 46°32'49" E 695.33 FEET ALONG OR NEAR A WIRE FENCE TO A 1/2 INCH IRON ROD FOUND,
3. S 46°24'54" E, AT 795 FEET PASSING THROUGH AN OPEN PORTION OF A CROSS FENCE, LEAVING ABOVE SAID WIRE FENCE, AND CONTINUING INTO OPEN FIELD FOR A TOTAL DISTANCE OF 1429.16 FEET TO A 1/2 INCH IRON ROD FOUND,
4. S 46°18'47" E 124.19 FEET TO A 1/2 INCH IRON ROD WITH RED CAP INSCRIBED "CUDE" SET FOR THE EAST CORNER OF SAID 127.922 ACRE TRACT, SAME BEING THE NORTH CORNER OF SAID 114.206 ACRE TRACT,
5. S 46°18'47" E, AT 1340 FEET PASSING A CROSS FENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 1895.57 FEET TO A 1/2 INCH IRON ROD FOUND,
6. S 46°20'35" E 901.64 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND FOR THE NORTH CORNER OF SAID 4.997 ACRE TRACT,
7. S 46°33'48" E 60.91 FEET WITH THE NORTHEAST LINE OF SAID 4.997 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 164.537 ACRE TRACT, AND FOR THE WEST CORNER OF THAT CERTAIN TRACT DESCRIBED AS 5.776 ACRES IN A SPECIAL WARRANTY DEED TO SAM RUSSELL CALDER, DATED APRIL 5, 2014 AND RECORDED AS DOCUMENT NUMBER 201806020584 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, S 46°49'33" E 313.24 FEET ALONG OR NEAR THE NORTHEAST LINE OF THE NANCY KENNER SURVEY NUMBER 3, ABSTRACT NUMBER 306, AND WITH THE COMMON LINE OF SAID 5.776 ACRE TRACT AND SAID 4.997 ACRE TRACT TO A 60D NAIL FOUND AT THE BASE OF A CEDAR TREE AND IN THE FENCE LINE FOR THE NORTH CORNER OF SAID 1.471 ACRE TRACT;

THENCE, WITH THE NORTHEAST LINE OF SAID 1.471 ACRE TRACT THE FOLLOWING THREE (3) COURSES:

1. S 49°52'40" E 199.46 FEET ALONG OR NEAR THE NORTHEAST LINE OF THE NANCY KENNER SURVEY NUMBER 3, ABSTRACT NUMBER 306, AND WITH THE SOUTHWEST LINE OF SAID 5.776 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND FOR THE NORTH CORNER OF THAT CERTAIN TRACT DESCRIBED AS 0.497 ACRES IN A WARRANTY DEED WITH VENDOR'S LIEN TO VANESSA VAJDOS, DATED AUGUST 18, 2006 AND RECORDED AS DOCUMENT NUMBER 200606035699 OF SAID OFFICIAL RECORDS,
2. S 40°06'35" W 109.99 FEET WITH THE NORTHWEST LINE OF SAID 0.497 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID 0.497 ACRE TRACT,
3. S 49°46'25" E 187.13 FEET WITH THE SOUTHWEST LINE OF SAID 0.497 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND IN THE CURVING NORTHWEST LINE OF F.M. 1102, BEING THE SOUTH CORNER OF SAID 0.497 ACRE TRACT, AND THE EAST CORNER OF SAID 1.471 ACRE TRACT;

703
704

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

03678.000 258.9 ACRES 4 / 4

THENCE, WITH THE NORTHWEST LINE OF SAID F.M. 1102 THE FOLLOWING SEVEN (7) COURSES:

1. 69.76 FEET WITH THE SOUTHEAST LINE OF SAID 1.471 ACRE TRACT AND WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1870.10 FEET AND A CHORD THAT BEARS S 53°45'53" W 69.76 FEET TO A TXDOT TYPE 1 CONCRETE MONUMENT FOUND,
2. S 54°30'00" W 53.40 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 1.471 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 4.997 ACRE TRACT;
3. S 54°30'00" W 200.14 FEET WITH THE SOUTHEAST LINE OF SAID 1.471 ACRE TRACT TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "KOLODZIE SURVEYING" FOUND FOR THE SOUTH CORNER OF SAID 4.997 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 114.206 ACRE TRACT,
4. S 54°42'00" W 706.77 FEET WITH THE SOUTHEAST LINE OF SAID 114.206 ACRE TRACT TO A 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "BRYN SURVEYING" FOUND FOR THE SOUTH CORNER OF SAID 114.206 ACRE TRACT, SAME BEING THE EAST CORNER OF SAID 10.000 ACRE TRACT;
5. S 54°40'20" W 52.29 FEET WITH THE SOUTHEAST LINE OF SAID 10.000 ACRE TRACT TO 1/2 INCH IRON ROD WITH YELLOW CAP INSCRIBED "BRYN SURVEYING" FOUND,
6. 310.55 FEET WITH THE SOUTHEAST LINE OF SAID 10.000 ACRE TRACT AND WITH A CURVE TO THE LEFT HAVING A RADIUS OF 5769.70 FEET AND A CHORD THAT BEARS S 53°05'05" W 310.51 FEET TO A 1/2 INCH IRON ROD FOUND,
7. S 51°22'14" W 201.91 FEET WITH THE SOUTHEAST LINE OF SAID 10.000 ACRE TRACT TO THE POINT OF BEGINNING.

BEARINGS CITED HEREON BASED ON GRID NORTH TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE (NAD83). THIS PERIMETER DESCRIPTION IS A PART OF AND ACCOMPANIES A SKETCH OF THIS SURVEY. THE FIELDWORK WAS COMPLETED ON OCTOBER 28, 2021.

Brett A. Butts NOVEMBER 2, 2011

BRETT A. BUTTS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6254
CUDE ENGINEERS
12301 RESEARCH BLVD, BUILDING V, SUITE 160
AUSTIN, TX 78759
TBPELS FIRM NO. 10048500
TBPE FIRM NO. 455
JOB NO. 03678.000



CUDE ENGINEERS
SAN ANTONIO | AUSTIN

4122 POND HILL ROAD, STE 101
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951
CUDEENGINEERS.COM

TBPE NO. 455
TBPELS NO. 10048500

705

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

DESCRIPTION OF A 103.1 ACRE TRACT OF LAND

**SITUATED IN THE NANCY KENNER SURVEY NO. 3, ABSTRACT NO. 306
COMAL COUNTY, TEXAS**

BEING a 103.1 acre tract of land situated in the Nancy Kenner Survey No. 3, Abstract No. 306 and being all of a called 73.227 acre tract of land described as Tract 1 and being a portion of a called 39.320 acre tract of land described as Tract 2 in an instrument to TLJ Ranch, LP recorded in Document No. 201006004682 of the Official Public Records of Comal County, Texas (O.P.R.C.C.), said 103.1 acre tract of land described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found on the Northwest right-of-way line of FM 1102 (Called 80-feet wide) and being the most Southerly corner of a called 10.000 acre tract described in an instrument to Flying W. Properties, Ltd. recorded in Document No. 200306040824, O.P.R.C.C. and being the most Easterly corner of said 39.320 acre tract and an Easterly Southeast corner of the herein described tract;

THENCE, South 51° 54' 40" West, along and with the Northwest right-of-way line of said FM 1102, a distance of 60.74 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for a Southerly Southeast corner of the herein described tract;

THENCE, North 47° 03' 31" West, over and across said 39.320 acre tract, being 60-feet to the West of and parallel to the common line of said 39.320 acre tract and said 10.000 acre tract, a distance of 757.79 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for an interior corner of the herein described tract;

THENCE, South 42° 56' 29" West, continuing over and across said 39.320 acre tract, a distance of 698.79 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set on the Southwest line of said 39.320 acre tract and the Northeast line of a called 68.90 acre tract of land described in an instrument to Highbridge Consultants LLC recorded in Document No. 202106002169, O.P.R.C.C., and being a Southerly Southwest corner of the herein described tract;

THENCE, North 48° 24' 48" West, along and with the Southwest line of said 39.320 acre tract and the Northeast line of said 68.90 acre tract, a distance of 1,561.20 feet to a 5/8-inch iron rod found on the Southeast line of said 73.227 acre tract, and being the most Westerly corner of said 39.320 acre tract and an interior corner of the herein described tract;

THENCE, South 42° 48' 58" West, along and with the Northwest line of said 68.90 acre tract and a Southeast line of said 73.227 acre tract, a distance of 471.42 feet to a 1/2-inch iron rod with cap stamped "Overby-Descamps" found for the most Southerly corner of said 73.227 acre tract and being the most Easterly corner of Lot 77 of HAVENWOOD AT HUNTERS CROSSING UNIT ONE, a subdivision recorded in Document No. 200606015745, Map and Plat Records of Comal County, Texas (M.P.R.C.C.);

THENCE, along and with the Southwest line of said 73.227 acre tract and the Northeast line of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, the following nine (9) bearings and distances:

- 1) North 48° 23' 33" West, a distance of 306.46 feet to a 6-inch fence post found for corner;
- 2) North 47° 54' 13" West, a distance of 270.21 feet to a calculated point for corner, from which a found 1/2-inch iron rod with cap stamped "Precision Surveyors" bears North 54° 34' East, 1.09 feet;

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

- 3) North 48° 00' 48" West, at a distance of 87.95 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 78 and the most Easterly corner of Lot 89 of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, and continuing for a total distance of 185.73 feet to a T-Post found for corner;
- 4) North 47° 43' 21" West, at a distance of 232.22 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 89 and the most Easterly corner of Lot 90 of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, and continuing a total distance of 557.82 feet to a T-Post found for corner;
- 5) North 47° 19' 15" West, a distance of 254.25 feet to a T-Post found for corner;
- 6) North 47° 16' 18" West, at a distance of 410.17 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 102 and the most Easterly corner of Lot 113 of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, and continuing a total distance of 428.03 feet to a 1/2-inch iron rod found for corner;
- 7) North 46° 56' 25" West, a distance of 274.76 feet to a 1/2-inch iron rod with cap stamped "RPLS 4907" found for corner;
- 8) North 46° 51' 43" West, a distance of 329.25 feet to a T-Post found for corner;
- 9) North 46° 51' 22" West, a distance of 38.15 feet to a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 114 of said HAVENWOOD AT HUNTERS CROSSING UNIT ONE, and being the most Easterly corner of Lot 131 of HAVENWOOD AT HUNTERS CROSSING UNIT TWO, a subdivision recorded in Document No. 200606040000, M.P.R.C.C.;

THENCE, North 46° 51' 03" West, along and with the Southwest line of said 73.227 acre tract and the Northeast line of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, a distance of 390.70 feet to a T-Post found for corner;

THENCE, North 46° 49' 33" West, continuing along and with the Northeast line of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, at a distance of 269.32 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the most Northerly corner of Lot 132 and being the most Easterly corner of Lot 143 of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, and continuing a total distance of 468.39 feet to a 1/2-inch iron rod with cap stamped "Sherwood" found for the most Southerly corner of Lot 144 and an angle point on the East line of said Lot 143 of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, and being the most Westerly corner of said 73.227 acre tract and the herein described tract;

THENCE, North 43° 40' 51" East, along and with a North line of said 73.227 acre tract and being a Southeasterly line of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, at a distance of 172.38 feet passing a 1/2-inch iron rod with cap stamped "Pro-tech" found for the common South corner of Lot 144 and Lot 145 of said HAVENWOOD AT HUNTERS CROSSING UNIT TWO, and continuing a total distance of 655.61 feet to a 5/8-inch iron rod with cap stamped "Summit Geomatics, Inc." set for the most Northerly corner of said 73.227 acre tract and the herein described tract, and being the most Westerly corner of a called 127.922 acre tract described in an instrument to Flying W. Properties, Ltd. recorded in Document No. 200306027574, O.P.R.C.C.;

STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

THENCE, along and with the common lines of said 73.227 acre tract and said 127.922 acre tract, the following five (5) bearings and distances:

- 1) South 43° 32' 48" East, a distance of 1,892.21 feet to a 1/2-inch iron rod with cap stamped "Kolodize Surveying" found for a Southerly corner of said 127.922 acre tract and being an interior corner of said 73.227 acre tract and the herein described tract;
- 2) North 42° 52' 06" East, a distance of 719.83 feet to a 1/2-inch iron rod with cap stamped "Kolodize Surveying" found for an interior corner of said 127.922 acre tract and being a lower North corner of said 73.227 acre tract and the herein described tract;
- 3) South 50° 54' 06" East, a distance of 472.70 feet to a 1/2-inch iron rod with cap stamped "Kolodize Surveying" found for an angle point;
- 4) South 46° 47' 36" East, a distance of 286.34 feet to a Railroad Spike found in a 4-inch pipe post for a Southerly corner of said 127.922 acre tract;
- 5) North 79° 45' 26" East, a distance of 35.50 feet to a Fence post found for a Southerly corner of said 127.922 acre tract and being an angle point on the West line of a called 114.206 acre tract described in an instrument to Flying W. Properties, Ltd recorded in Document No. 200306027576, O.P.R.C.C., from which a 60D Nail found in a fence post marking a common corner of said 127.922 acre tract and said 114.206 acre tract bears North 47° 22' 00" West, a distance of 42.14 feet;

THENCE, South 46° 32' 55" East, along and with the common line of said 73.227 acre tract and said 114.206 acre tract, a distance of 826.44 feet to a calculated point on the West line of said 114.206 acre tract and being the common East corner of said 73.227 acre and 39.320 acre tract of land, from which a 5/8-inch iron rod found sticking out of the ground 3 feet bears South 43° 20' West, a distance of 1.20 feet;

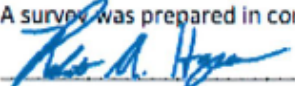
THENCE, South 45° 59' 11" East, along and with the common line of said 39.320 acre tract and said 114.206 acre tract, a distance of 579.85 feet to a 1/2-inch iron rod found for corner;

THENCE, South 46° 09' 37" East, continuing along and with the common line of said 39.320 acre tract and said 114.206 acre tract, a distance of 933.98 feet to a 1/2-inch iron rod found for corner;

THENCE, South 47° 03' 31" East, continuing along and with the common line of said 39.320 acre tract and said 114.206 acre tract, at a distance of 60.36 feet passing a 1/2-inch iron rod with cap stamped "Kolodize Surveying" found for the most Westerly corner of said 10.000 acre tract, and continuing a total distance of 815.10 feet to the **POINT OF BEGINNING** and containing 103.1 acres of land.

Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Measurements are in U.S. Survey Feet.

A survey was prepared in conjunction with this metes and bounds description.


Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
4603 N Stahl Park, Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657



STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

Exhibit C

DEVELOPMENT REGULATIONS

- a. Chapter 14 Buildings and Building Regulations of the City of New Braunfels Code of Ordinances.
- b. Chapter 118 Subdivision Platting of the City of New Braunfels Code of Ordinances
- c. Chapter 144 Zoning, Section 5.3 Landscaping, Tree Preservation, Public Trees, Screening, Fences, Buffering and Lighting of the City of New Braunfels Code of Ordinances

729 **STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT**

730

731 **Exhibit D**

732

733 **LOCAL GOVERNMENT CODE CHAPTER 212.172 MANDATORY DISCLOSURE**

734

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

- 738 (1) a statement that the landowner is not required to enter into the agreement;
- 739 (2) the authority under which the municipality may annex the land with references to
740 relevant law;
- 741 (3) a plain-language description of the annexation procedures applicable to the land;
- 742 (4) whether the procedures require the landowner's consent; and
- 743 (5) a statement regarding the municipality's waiver of immunity to suit.
- 744

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

750

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

756

757 D. Annexation Procedures, Generally

758

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

764

765 STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT

766
767 Subchapter C-4, Annexation of Areas with Population of Less Than 200 by Petition requires that,
768 before annexing an area with a population of less than 200, the City must first receive a petition
769 consenting to the annexation signed by more than 50% of the registered voters of the area or more
770 than 50% of the owners of land in the area. The City must then pass a resolution detailing services
771 to be provided within the area after annexation, mail notice of the proposed annexation along with
772 the services to be provided, date of the public hearing to be held, and an explanation of the 180
773 day petition period.

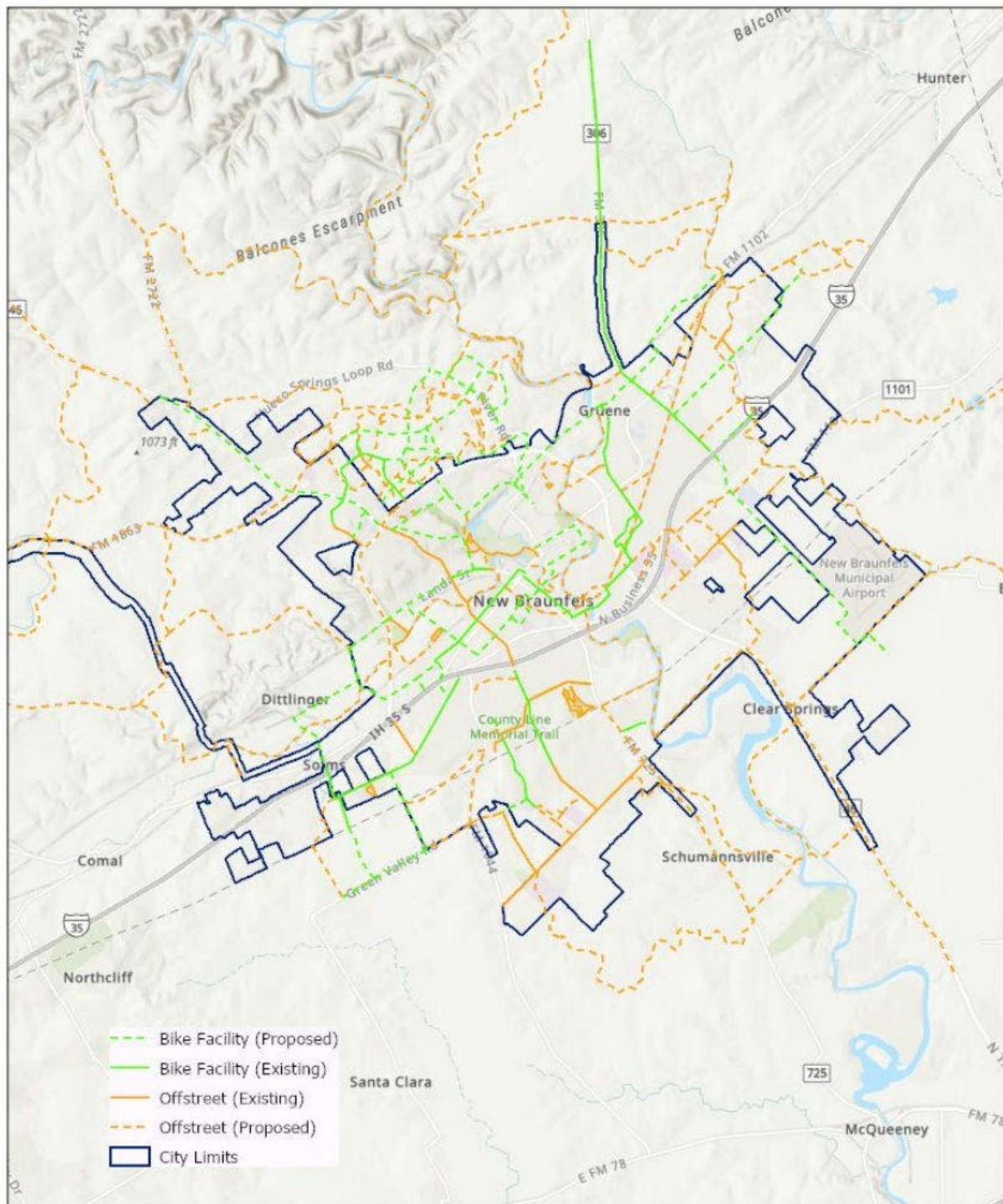
774
775 Subchapter C-5, Annexation of Areas with Population of At Least 200 by Election requires that
776 the municipality holds an election in the area proposed to be annexed at which the qualified voters
777 of the area may vote on the question of the annexation and a majority of the votes received at the
778 election approve the annexation; and if the registered voters of the area do not own more than 50
779 percent of the land in the area, the municipality obtains consent to annex the area through a petition
780 signed by more than 50 percent of the owners of land in the area.

781
782 E. A municipality that enters a contract waives immunity from suit for the purpose of
783 adjudicating a claim for breach of the contract. A development agreement entered into pursuant to
784 Local Government Code Chapter 212.172 is a contract and constitutes a permit under Local
785 Government Code Chapter 245.

806



STAFF'S ORIGINAL PROPOSED DEVELOPMENT AGREEMENT



Hike and Bike Trail Plan



Document Path: I:\Re-03\Users\B Parks\workspace\Documents\ArcGIS\Projects\H&B Trail Maps - Update\H&B Trail Maps - Update.aprx
 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 officials or employees for any discrepancies, errors, or variances which may exist.