

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

DEVELOPMENT AGREEMENT (the “Agreement”) is entered into between O Union Wine Rd, LLC, a Texas limited liability company, and its successors or assigns (collectively, the “Landowner”), 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 (Landowner and City herein referred to as individually a “Party” and collectively, the “Parties”) to be effective on the date of _____, 2026 (the “Effective Date”).

RECITALS

WHEREAS, the Landowner owns approximately 250.25 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 decisions result in outcomes that aid in achieving Envision New Braunfels; and

WHEREAS, the Tract lies within Sub Area 4, which is identified as being in close proximity to IH-35, Fischer Park, downtown and neighboring communities like McQueeney, which makes this area highly desirable and accessible; and

WHEREAS, the City has consented to the inclusion of the Tract within a municipal utility district to be named Botanical Farm Municipal Utility District (the “District”) to be developed primarily for single-family residential use; and

WHEREAS, the Landowner 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; 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 Landowner 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 Landowner, at its option, elects to take advantage of adopted by the City after the Vesting Date that Landowner determines is in the best interest 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 and 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.

“County” means Guadalupe County, Texas.

“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 Botanical Farm 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.

“Landowner” means O Union Wine Rd, LLC.

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

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

“Tract” means the approximately 250.25 acres of land to be developed by Landowner,

as described in Exhibit A.

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

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 Trail Plans
Exhibit F	Draft Guadalupe County Major Thoroughfare Plan
Exhibit G	Improvements to Youngsford Road, Altwein Lane and Elmons Road
Exhibit H	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 Landowner 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 Landowner 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 Landowner’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 Landowner 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 form of resolution attached as Exhibit H (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 Landowner or the District.

ARTICLE III LANDOWNER'S DEVELOPMENT OBLIGATIONS

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

Section 3.2. Compliance with Regional Plans. Development of the Tract shall comply with the City's Regional Transportation and Hike and Bike Trail Plan attached hereto as Exhibit E and Guadalupe County's draft Major Thoroughfare Plan attached hereto as Exhibit F. The location of the Tract's hike and bike trail shall be determined and shown in the construction plan submittal for the development.

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

Section 3.4. Utilities. Landowner shall provide or cause to be provided water, sewer, drainage, and roads to serve the Tract at the Landowner's sole cost. Landowner may enter into one or more reimbursement agreements with the District to seek reimbursement for the costs of the water, sewer, and drainage facilities, and road facilities to serve the Tract. All capacity in the water system, wastewater system, and drainage system constructed, expanded, or financed by Landowner for the Tract and the District shall be reserved to serve the Tract and the District.

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

Section 3.5. City Approval of Plans and Specifications. Plans and specifications for drainage facilities and road facilities shall be submitted to the City. The city, through its Planning and Development Services Director, shall have the right to review and approve the plans and specifications for the District's drainage facilities and road facilities in accordance with the

Development Regulations and this Agreement.

Section 3.6. County Approval of Plans and Specifications. Plans and specifications for drainage, road, water, and wastewater facilities in, impacting, and accessing Guadalupe County right-of-way shall be submitted to the County. The County shall have the right to review, approve, and permit the plans and specifications for facilities in accordance with County regulations.

Section 3.7. Ownership, Operation, and Maintenance of Facilities. Public roads within the Tract will be conveyed to the District upon completion for operation and maintenance. Stormwater detention ponds will be owned, operated, and maintained by the District.

Section 3.8. Platting. Subdivision plats of the Tract shall be submitted to the City's Planning and Development Services Department and shall be administratively approved if such plats are in accordance with this Development Agreement and an approved Master Plan.

Section 3.9. Traffic Impact Analysis and Offsite Improvements.

- a. A Traffic Impact Analysis (TIA) Amendment must be submitted, processed, and approved by the City for the approved Colina Ranch TIA, reflecting the connection to Elmons Road as emergency access only, prior to the issuing of the Colina Ranch Unit 2 Infrastructure Permit. The City will allow for the Public Infrastructure Permit and Final Plat of Unit 1 approval prior to the TIA amendment approval.
- b. A new Traffic Impact Analysis (TIA) Report must be submitted, processed, and approved for the Autumn Ridge Subdivision. The report shall meet updated requirements, including appropriate buildout years and phasing, and include the background traffic of the Colina Ranch and Botanical Farms Subdivisions. The City will allow for the concurrent review of the Letters of Certification, Autumn Ridge Master Plan, and Autumn Ridge Unit 1 Public Infrastructure Permit while the Autumn Ridge TIA is being updated.

Section 3.10. Letter of Certification (LOC). A Letter of Certification must be submitted, processed and approved for the combined subdivision of the Tract (the entire Tract) meeting current LOC requirements.

Section 3.11. Improvements to Youngsford Road, Altwein Lane and Elmons Road. The Landowner shall improve, Youngsford Road and Altwein Lane approach streets to a minimum pavement width of 24 feet, and full-width and depth pavement structure, to and from the Tract to FM 1044, attached as Exhibit G, in accordance with Guadalupe County road design and construction requirements, and meeting full buildout traffic and construction traffic loads as demonstrated in a geotechnical engineering report. Landowner shall construct a gated emergency access from the development to Elmons Road. Landowner shall improve Elmons Road from the gated emergency access point into the development to Union Wine as an all-weather emergency access fire lane in accordance with Guadalupe County fire marshal requirements.

Section 3.12. Youngsford Road Right-of-Way Dedication. The ultimate right-of-way width for Youngsford Road shall be a minimum of 90 feet, right-of-way dedication shall be based on the centerline of the existing right-of-way and shall be established equally on each side of the centerline of the existing right-of-way, in compliance with the draft Guadalupe County Major Thoroughfare Plan.

Section 3.13. Outdoor Lighting. All outdoor lighting not located on a single-family residential lot within the Tract, shall comply with the following minimum requirements:

- a. 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 a 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 a residential use shall be 0.25-foot candles.
- b. 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.
- c. Non-residential outdoor lighting fixtures are allowed with no additional "house-side" shielding in accordance with the following formula: $\text{Height (H)} < 3 + (D/3)$, 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 $3 + (D/3)$.
- d. Pedestrian lighting is required within the Tract 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: $\text{Height (H)} < 3 + (D/3)$; where D equals the distance in feet from the light source to the nearest residential lot line (extended vertically).

Section 3.14. Residential Housing Diversity. Residential housing diversity shall be required within the Tract with a mixture of different lot sizes and different house sizes and a minimum of at least five (5) different floorplans.

Section 3.15. Landscaping.

- a. A minimum of two (2) shade trees shall be planted on each residential lot concurrent

with construction of the initial home on the lot. At least one (1) shade tree shall be planted in the front yard and at least one (1) shade tree shall be planted in the rear yard. At the time of planting, each tree shall be a minimum of 1.5-inch caliper. Shade trees shall not be planted within utility easements, drainage easements or sight visibility triangles.

- b. Shade trees are required on both sides of collector classification and above streets (minimum of 1.5-inch caliper tree every 100 feet maximum) internal to the Tract and shall be maintained in good health and condition. Trees planted to meet the requirements of Section 3.16.a. shall not count toward meeting the minimum requirements for this Section. Shade trees shall not be planted within utility easements, drainage easements or sight visibility triangles.
- c. The Landowner 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.
- d. The Landowner shall encourage xeriscape landscaping, utilizing native and/or drought resistant species of trees, plants, and grasses for water conservation. The planning of St. Augustine (*Stenotaphrum secundatum*) turf grass should be highly discouraged.

Section 3.16. Irrigation Systems. Landscape irrigation systems shall not be mandatory. Irrigation systems, if installed, will be required to include water conservation features, such as automatic shut-off during rain events. Landscaped areas may have a drip irrigation system, but overhead emitters are not permitted beyond the grow-in period. Drip irrigation, if used in any part of the landscape, shall be properly designed, selected, and spaced according to manufacturer recommendations as well as soil type. The drip zones should be scheduled properly according to plant need, slope, and soil absorption rate in order to not create any runoff or ponding. If overhead emitters are used for the grow-in period on 1) permitted systems tied in with rainwater harvesting, or 2) with other non-potable water sources, or 3) on properties with high pressure and/or sloped areas, then all heads (rotors or sprays) shall be pressure regulated with check valves. In addition, nozzles must be appropriately sized to ensure consistent performance throughout the zone and to minimize water waste and/or overspray on hardscapes. Irrigation installation shall be in compliance with the International Plumbing Code adopted by the City at the time of installation and shall perform in accordance with the water supplier's water conservation and drought contingency plans.

Section 3.17. Stream Buffers. Stream or other riparian buffers shall be required as follows:

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

Roads, facilities, structures and improvements such as paths, trails, utilities, stormwater management facilities and water quality measures are permitted within Stream Buffer areas. Where Stream Buffers are located within parks, or are subject to a public easement, the buffer shall count towards overall park acreage. No residential lots or residential structures are permitted within the Stream Buffer.

Section 3.18. Parks, Trails, and Recreational Facilities.

- a. 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.
- b. So long as Landowner develops park and recreational facilities within the Tract in compliance with an approved Master Plan, Landowner shall be found to be in compliance with Applicable City Rules regarding parkland dedication and development. Landowner shall not be required to dedicate any additional park land or open space or pay any additional fees.

Section 3.19. Permits, Inspections and Fees. 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.

Section 3.20. Waiver of Actions Under Private Real Property Rights Preservation Act. The Landowner 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. Notice and Opportunity to Cure. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) days after receipt by such Party of notice of default from the other Party. Upon the passage of thirty (30) days without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement, unless such Party has commenced to cure such default and is prosecuting the same with reasonable diligence. Notwithstanding the foregoing, commencement of cure, with reasonable diligence, shall only prevent a Party from being in default for sixty (60) days after notice was received and a cure had not been achieved unless the non-defaulting Party agrees to allow the defaulting Party additional time to cure the default.

Remedies. In the event of a default not cured within the time period set forth herein, the non-defaulting Party may, as its sole and exclusive remedy, terminate this Agreement or seek injunctive relief or other equitable relief, including, without limitation, specific performance, to enforce the terms of this Agreement. Notwithstanding the foregoing, if injunctive or other equitable relief is barred by governmental immunity, then the Developer may pursue all other legal and equitable remedies that are not barred by governmental immunity. City hereby waives any defense of governmental immunity as to claims involving the recognition of the Credits.

ARTICLE V ANNEXATION

Section 5.1. The Parties acknowledge that the Landowner 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 Landowner'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 Landowner pursuant to Section 212.172(b-1) of the Texas Local Government Code.

Section 5.4. The Parties agree that it is their intent that the City's authority to annex the Tract shall not be affected by the release of the Tract from the City's ETJ should such release occur.

Section 5.5. 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 Landowner to sell the entirety or any portion of the Tract, including but not limited, to individual undeveloped lots, to a person intending to develop or build on the Tract or such portion thereof (a "Successor Landowner," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Landowner shall identify and incorporate by reference this Agreement and provide that this Agreement be binding on such Successor Landowner. 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 disabilities 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 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 Landowner, to:
O Union Wine Rd, LLC
Attn: Fred Heimer
130 S. Seguin Avenue
New Braunfels, TX 78130

With a copy to:
Lennar Homes of Texas Land and Construction, LTD
Attn: Richard Mott
100 NE Loop 410, Suite 1155
San Antonio, TX 78216

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 Landowner 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 Landowner.

Section 6.12. Cooperation. The City and Landowner 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 Landowner 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 Landowner or its successor, regardless of the Tract's ETJ status.

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

LANDOWNER:

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

By: 

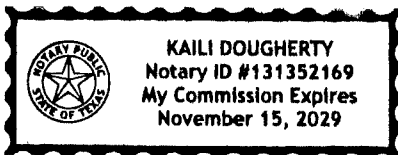
Name: Fred Heimer

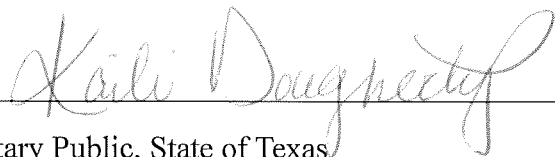
Title: Member

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me on the 16 day of January, 2026, by Fred Heimer, Member of O Union Wine Rd, LLC, a Texas limited liability company.




Notary Public, State of Texas

[NOTARY SEAL]

CITY OF NEW BRAUNFELS, TEXAS

By: _____

Name: Robert Camareno

Title: City Manager

ATTEST:

Gayle Wilkinson, City Secretary

APPROVED AS TO FORM:

Valeria M. Acevedo, City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Robert Camareno, City Manager, City of New Braunfels, on behalf of the City.

Notary Public, State of Texas

[NOTARY SEAL]

Exhibit A

Metes and Bounds Description and Survey of the 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 145.70 ACRE TRACT OF LAND

A 145.70 acre tract of land being out of the William Bracken Survey No. 52, Guadalupe County, Texas, also being all of a tract of land called Tract 1, 106.00 acres and all of a tract of land called Tract 2, 40.00 acres recorded in Volume 346, Page 439, in the Deed Records of Guadalupe County, Texas. Said 145.70 acre tract being more fully described as follows:

BEGINNING at a set 1/2" Iron pin (stamped "HMT") in the South right of way line of Altwain Lane for the Northern most corner of the herein described 145.70 acre tract, also being the North corner of the above referenced Tract 1, and also being the West corner of a called 106.00 acre tract called Tract 1, recorded in Volume 735, Page 1095, in the Deed Records of Guadalupe County, Texas, from which a found 1/2" Iron pin across Altwain Lane, lying in the intersection of Emmons Road and Altwain Lane, bears N 61°51'17" E, a distance of 129.70 feet;

THENCE leaving the right of way of Altwain Lane, along the East line of the herein described tract and the West line of the called 106.00 acre, Tract 1, S 45°39'05" E, a distance of 1940.69 feet to a set 1/2" Iron pin (stamped "HMT") for a corner of the herein described tract, also being the East corner of the above referenced Tract 1, and the South corner of the called 106.00 acre, Tract 1 (Vol 735, Pg 1095), and a corner on the North line of the above referenced Tract 2;

THENCE along a the North line of the herein described tract and the above referenced Tract 2, and along the South line of the called 106.00 acre tract, Tract 1 (Vol 735, Pg 1095), N 43°57'27" E, a distance of 1337.11 feet to a found 8" Cedar Fence Post for the Northeast corner of the herein described tract, the West corner of a called 100.00 acres described in Volume 326, Page 48, in the Deed Records of Guadalupe County, Texas, and a corner of the above referenced 106.00 acres (Vol 735, Pg 1095);

THENCE along the East line of the herein described tract and the West line of the called 100.00 acre tract, S 26°40'52" E, a distance of 1561.67 feet to a set 1/2" Iron pin (stamped "HMT") for the East corner of the herein described tract, and said Tract 2, 40.00 acres, and also being the Southwest corner of the called 100.00 acres, and lying in the North right of way line of Youngsford Road;

THENCE along the South line of the herein described tract, and with the North right of way line of Youngsford Road the following 4 calls:

1. S 82°34'19" W, a distance of 2360.84 feet to a set 1/2" Iron pin (stamped "HMT") for a corner of the herein described tract and the West corner of the above referenced Tract 2 also being the Southeast corner of the above referenced Tract 1;
2. S 79°04'29" W, a distance of 1596.76 feet to a set 1/2" Iron pin (stamped "HMT") for a corner;
3. S 81°15'08" W, a distance of 1316.80 feet to a set 1/2" Iron pin (stamped "HMT") for a corner;



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4. S 80°25'52" W, a distance of 360.91 feet for a corner lying in the intersection of Youngsford Road and Altwein Lane, from which a found 1/2" iron pin across Youngsford Road, bears N 13°38'05" W, 30.24 feet, and from which a found 1/2" iron pin across Alwein Lane, bears S 46°12'41" E, 40.00 feet, for the West corner of the herein described tract;

THENCE along the North line of the herein described tract and the South right of way line of Altwein Lane N 43°48'24" E, a distance of 3682.44 feet to the POINT OF BEGINNING and containing 145.70 acres of land in Guadalupe County, Texas.

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

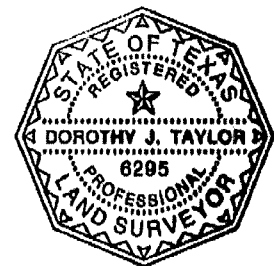
Written October 5, 2022.

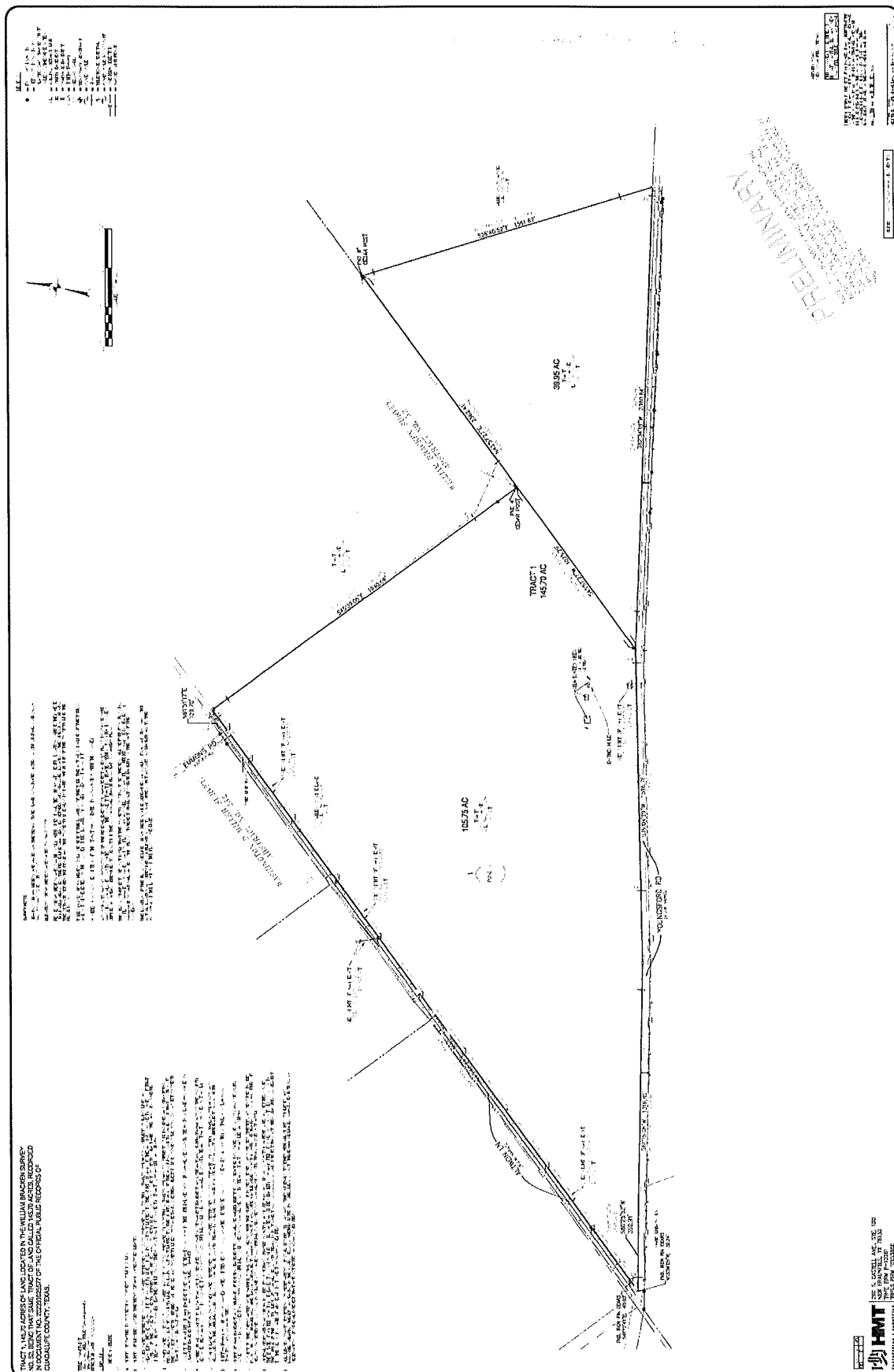
Reference survey of said 140.70 acre tract of land prepared this September 30, 2022.


Dorothy J. Taylor
Registered Professional Land Surveyor No. 6295

S:\Projects\032 - Fred Heimer\032.065 - Nowotny 105.25 & 140.00 Acres on Altwein\Metes & Bounds 140.70 AC.docx

10-12-22







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METES AND BOUNDS DESCRIPTION OF 106.46 ACRE TRACT

A 106.46 acre tract of land being out of the Washington D Miller Survey, Abstract No. 232, Guadalupe County, Texas, the J.S. Johnson Survey No. 47, Abstract No. 190, Guadalupe County, Texas, and the Daniel Chandler Survey No. 489, Abstract No. 100, Guadalupe County, Texas, also being that same tract of land called 106.25 acres recorded in Volume 247, Page 552, Deed Records of Guadalupe County, Texas. Said 106.46 acre tract being more fully described as follows:

BEGINNING at an 8" cedar fence post in the North right of way line of Altwein Lane for the East corner of the herein described 106.46 acre tract, and also being the South corner of a called 83.81 acre tract, recorded in Volume 492, Page 891, Deed Records, Guadalupe County, Texas;

THENCE along the North right of way line of Altwein Lane, with the South line of the herein described tract the following 2 calls:

1. S 44°29'05" W, 721.69 feet to a set ½" iron pin (stamped "HMT") for a corner;
2. S 38°45'48" W, 138.91 feet to an 8" cedar fence post in the North right of way line of Altwein Lane for the South corner of the herein described tract, and also being the West corner of a called 160.67 acre tract, recorded in Volume 246, Page 594, Deed Records, Guadalupe County, Texas;

THENCE along the West line of the herein described tract and the East line of the called 160.67 acre tract N 45°54'04" W, 4022.48 feet to a fence post for a corner of the herein described tract, and the North corner of a called 160.67 acre tract, and a corner on the South line of a called 37.40 acre tract, recorded in Volume 248, Page 602, Deed Records, Guadalupe County, Texas;

THENCE along the South line of said 37.40 acre tract N 43°14'35" E, 239.67 feet to a found 6" cedar fence post for a corner of the herein described tract, and the West corner of said 37.40 acre tract;

THENCE along the West line of the herein described tract, and the East line of said 37.40 acre tract, N 45°24'03" W, a distance of 1312.79 feet to 3/" Iron pin found for the West corner of the herein described tract, and the North corner of said 37.40 acre tract, and the West corner of the Rathke Burial Ground, described as ¼ acre in Volume 247, Page 552 of the Guadalupe County Deed Records and a corner of a called 33.83 acre tract, called Tract 1, recorded in Document No. 201999001898, Official Public Records, Guadalupe County, Texas;

THENCE along the North line of the herein described tract, and the South line of said 33.83 acre tract passing through the North corner of Rathke Burial Ground, N 44°07'07" E, 899.12 feet to a found 3/8" iron pin found for the North corner of the herein described tract, and the East corner of said 33.83 acre tract, for a point in the South right of way line of Elmons Road, recorded in Volume 143, Page 594, Deed Records, Guadalupe County, Texas;



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THENCE along the South right of way line of Elmons Road, and the East line of the herein described tract, S 46°27'59" E, 204.08 feet, passing through a found 1/2" Iron pin (stamped "BLS 2024") for a corner in the South right of way line of Elmons Road, and the North corner of a called 7.85 acre tract, recorded in Volume 492, Page 891, Deed Records, Guadalupe County, Texas, continuing a total of 1310.10 feet along the East line of the herein described tract, and the West line of said 7.85 acre tract to a set 1/2" iron pin (stamped "HMT");

THENCE, along the North line of said 83.81 acre tract, S 43°56'04" W, 308.95 feet to a found 4" cedar fence post for a corner of the herein described tract, and the West corner of said 83.81 acre tract;

THENCE, along the West line of said 83.81 acre tract, and the East line of the herein described tract S 45°59'01" E, 4019.52 feet to the POINT OF BEGINNING and containing 106.46 acres of land in Guadalupe County, Texas.

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

Written August 24, 2022.

Reference survey of said 106.46 acre tract of land prepared this same date.

A handwritten signature in dark ink, appearing to read "Dorothy J. Taylor", with the date "8-24-22" written to its right.

Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\032 - Fred Heimer\032.065 - Nowolny 105.25 Acres on Altwein\Metes & Bounds 106.46 AC.docx

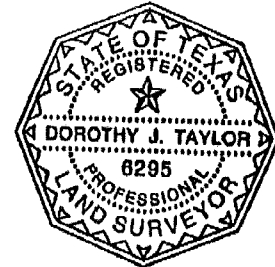


Exhibit B

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

**PETITION FOR CONSENT TO THE
CREATION OF A MUNICIPAL UTILITY DISTRICT
(Botanical Farm)**

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*”), holder 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 petitions 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 Botanical Farm Municipal Utility District or other named district authorized 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 250.25 acres of land, more or less, situated in Guadalupe County, Texas. The land proposed to be included within the District is described by metes and bounds in Exhibits "A-1" and "A-2" attached hereto. The land is located within the extraterritorial jurisdiction of the City of New Braunfels, Texas. All of the territory proposed to be included may properly be included in the District.

IV.

The undersigned is the owner of and hold title to all of the lands within the proposed District as indicated by the tax rolls of Guadalupe County, Texas.

V.

The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, financing, acquisition, repair, extension, maintenance and improvement of a waterworks and sanitary sewer system, and a drainage and storm sewer system and road facilities, and 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 residential, 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 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, 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 \$150,000,000. The project will be financed by the issuance of bonds by the District.

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 ____ day of _____, 2026.

PETITIONER:

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

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026,
by _____, as _____ of O Union Wine LLC, a
Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

[SEAL]



290 S. Castell Avenue, Ste. 100
New Braunfels, TX 78130
(830) 625-8555
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EXHIBIT A-1

METES AND BOUNDS DESCRIPTION FOR A 145.70 ACRE TRACT OF LAND

A 145.70 acre tract of land being out of the William Bracken Survey No. 52, Guadalupe County, Texas, also being all of a tract of land called Tract 1, 106.00 acres and all of a tract of land called Tract 2, 40.00 acres recorded in Volume 346, Page 439, in the Deed Records of Guadalupe County, Texas. Said 145.70 acre tract being more fully described as follows:

BEGINNING at a set 1/2" iron pin (stamped "HMT") in the South right of way line of Altwein Lane for the Northern most corner of the herein described 145.70 acre tract, also being the North corner of the above referenced Tract 1, and also being the West corner of a called 106.00 acre tract called Tract 1, recorded in Volume 735, Page 1095, in the Deed Records of Guadalupe County, Texas, from which a found 1/2" iron pin across Altwein Lane, lying in the intersection of Emmons Road and Altwein Lane, bears N 61°51'17" E, a distance of 129.70 feet;

THENCE leaving the right of way of Altwein Lane, along the East line of the herein described tract and the West line of the called 106.00 acre, Tract 1, S 45°39'05" E, a distance of 1940.69 feet to a set 1/2" iron pin (stamped "HMT") for a corner of the herein described tract, also being the East corner of the above referenced Tract 1, and the South corner of the called 106.00 acre, Tract 1 (Vol 735, Pg 1095), and a corner on the North line of the above referenced Tract 2;

THENCE along a the North line of the herein described tract and the above referenced Tract 2, and along the South line of the called 106.00 acre tract, Tract 1 (Vol 735, Pg 1095), N 43°57'27" E, a distance of 1337.11 feet to a found 8" Cedar Fence Post for the Northeast corner of the herein described tract, the West corner of a called 100.00 acres described in Volume 326, Page 48, in the Deed Records of Guadalupe County, Texas, and a corner of the above referenced 106.00 acres (Vol 735, Pg 1095);

THENCE along the East line of the herein described tract and the West line of the called 100.00 acre tract, S 26°40'52" E, a distance of 1561.67 feet to a set 1/2" iron pin (stamped "HMT") for the East corner of the herein described tract, and said Tract 2, 40.00 acres, and also being the Southwest corner of the called 100.00 acres, and lying in the North right of way line of Youngsford Road;

THENCE along the South line of the herein described tract, and with the North right of way line of Youngsford Road the following 4 calls:

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2. S 79°04'29" W, a distance of 1596.76 feet to a set 1/2" iron pin (stamped "HMT") for a corner;
3. S 81°15'08" W, a distance of 1316.80 feet to a set 1/2" iron pin (stamped "HMT") for a corner;



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4. S 80°25'52" W, a distance of 360.91 feet for a corner lying in the intersection of Youngsford Road and Altwein Lane, from which a found 1/2" iron pin across Youngsford Road, bears N 13°38'05" W, 30.24 feet, and from which a found 1/2" iron pin across Alwein Lane, bears S 46°12'41" E, 40.00 feet, for the West corner of the herein described tract;

THENCE along the North line of the herein described tract and the South right of way line of Altwein Lane N 43°48'24" E, a distance of 3682.44 feet to the POINT OF BEGINNING and containing 145.70 acres of land in Guadalupe County, Texas.

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

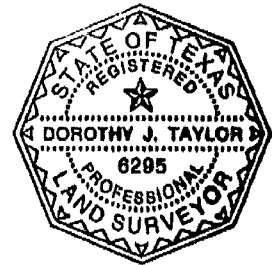
Written October 5, 2022.

Reference survey of said 140.70 acre tract of land prepared this September 30, 2022.


Dorothy J. Taylor
Registered Professional Land Surveyor No. 6295

S:\Projects\032 - Fred Heimer\032.065 - Nowotny 105.25 & 140.00 Acres on Altwein\Metes & Bounds 140.70 AC.docx

10-12-22





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New Braunfels, TX 78130
(830) 625-8555
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TBPLS FIRM 10153600

EXHIBIT A-2
METES AND BOUNDS DESCRIPTION
OF 106.46 ACRE TRACT

A 106.46 acre tract of land being out of the Washington D Miller Survey, Abstract No. 232, Guadalupe County, Texas, the J.S. Johnson Survey No. 47, Abstract No. 190, Guadalupe County, Texas, and the Daniel Chandler Survey No. 489, Abstract No. 100, Guadalupe County, Texas, also being that same tract of land called 106.25 acres recorded in Volume 247, Page 552, Deed Records of Guadalupe County, Texas. Said 106.46 acre tract being more fully described as follows:

BEGINNING at an 8" cedar fence post in the North right of way line of Altwein Lane for the East corner of the herein described 106.46 acre tract, and also being the South corner of a called 83.81 acre tract, recorded in Volume 492, Page 891, Deed Records, Guadalupe County, Texas;

THENCE along the North right of way line of Altwein Lane, with the South line of the herein described tract the following 2 calls:

1. S 44°29'05" W, 721.69 feet to a set ½" iron pin (stamped "HMT") for a corner;
2. S 38°45'48" W, 138.91 feet to an 8" cedar fence post in the North right of way line of Altwein Lane for the South corner of the herein described tract, and also being the West corner of a called 160.67 acre tract, recorded in Volume 246, Page 594, Deed Records, Guadalupe County, Texas;

THENCE along the West line of the herein described tract and the East line of the called 160.67 acre tract N 45°54'04" W, 4022.48 feet to a fence post for a corner of the herein described tract, and the North corner of a called 160.67 acre tract, and a corner on the South line of a called 37.40 acre tract, recorded in Volume 248, Page 602, Deed Records, Guadalupe County, Texas;

THENCE along the South line of said 37.40 acre tract N 43°14'35" E, 239.67 feet to a found 6" cedar fence post for a corner of the herein described tract, and the West corner of said 37.40 acre tract;

THENCE along the West line of the herein described tract, and the East line of said 37.40 acre tract, N 45°24'03" W, a distance of 1312.79 feet to 3/" iron pin found for the West corner of the herein described tract, and the North corner of said 37.40 acre tract, and the West corner of the Rathke Burial Ground, described as ¼ acre in Volume 247, Page 552 of the Guadalupe County Deed Records and a corner of a called 33.83 acre tract, called Tract 1, recorded in Document No. 201999001898, Official Public Records, Guadalupe County, Texas;

THENCE along the North line of the herein described tract, and the South line of said 33.83 acre tract passing through the North corner of Rathke Burial Ground, N 44°07'07" E, 899.12 feet to a found 3/8" iron pin found for the North corner of the herein described tract, and the East corner of said 33.83 acre tract, for a point in the South right of way line of Elmons Road, recorded in Volume 143, Page 594, Deed Records, Guadalupe County, Texas;



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THENCE along the South right of way line of Elmons Road, and the East line of the herein described tract, S 46°27'59" E, 204.08 feet, passing through a found 1/2" iron pin (stamped "BLS 2024") for a corner in the South right of way line of Elmons Road, and the North corner of a called 7.85 acre tract, recorded in Volume 492, Page 891, Deed Records, Guadalupe County, Texas, continuing a total of 1310.10 feet along the East line of the herein described tract, and the West line of said 7.85 acre tract to a set 1/2" iron pin (stamped "HMT");

THENCE, along the North line of said 83.81 acre tract, S 43°56'04" W, 308.95 feet to a found 4" cedar fence post for a corner of the herein described tract, and the West corner of said 83.81 acre tract;

THENCE, along the West line of said 83.81 acre tract, and the East line of the herein described tract S 45°59'01" E, 4019.52 feet to the POINT OF BEGINNING and containing 106.46 acres of land in Guadalupe County, Texas.

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

Written August 24, 2022.

Reference survey of said 106.46 acre tract of land prepared this same date.

A handwritten signature in cursive script, appearing to read "Dorothy J. Taylor", followed by the date "8-24-22" written in a similar cursive style.

Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\032 - Fred Heimer\032.065 - Nowolny 105.25 Acres on Altwein\Metes & Bounds 106.46 AC.docx

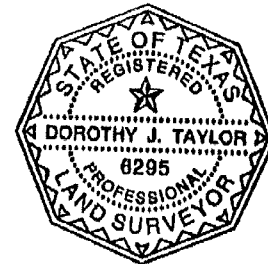


Exhibit C
Development Regulations

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

Exhibit D

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 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.

Regional Transportation and Hike and Bike Trail Plans

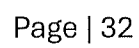


Exhibit F

Draft Guadalupe County Major Thoroughfare Plan

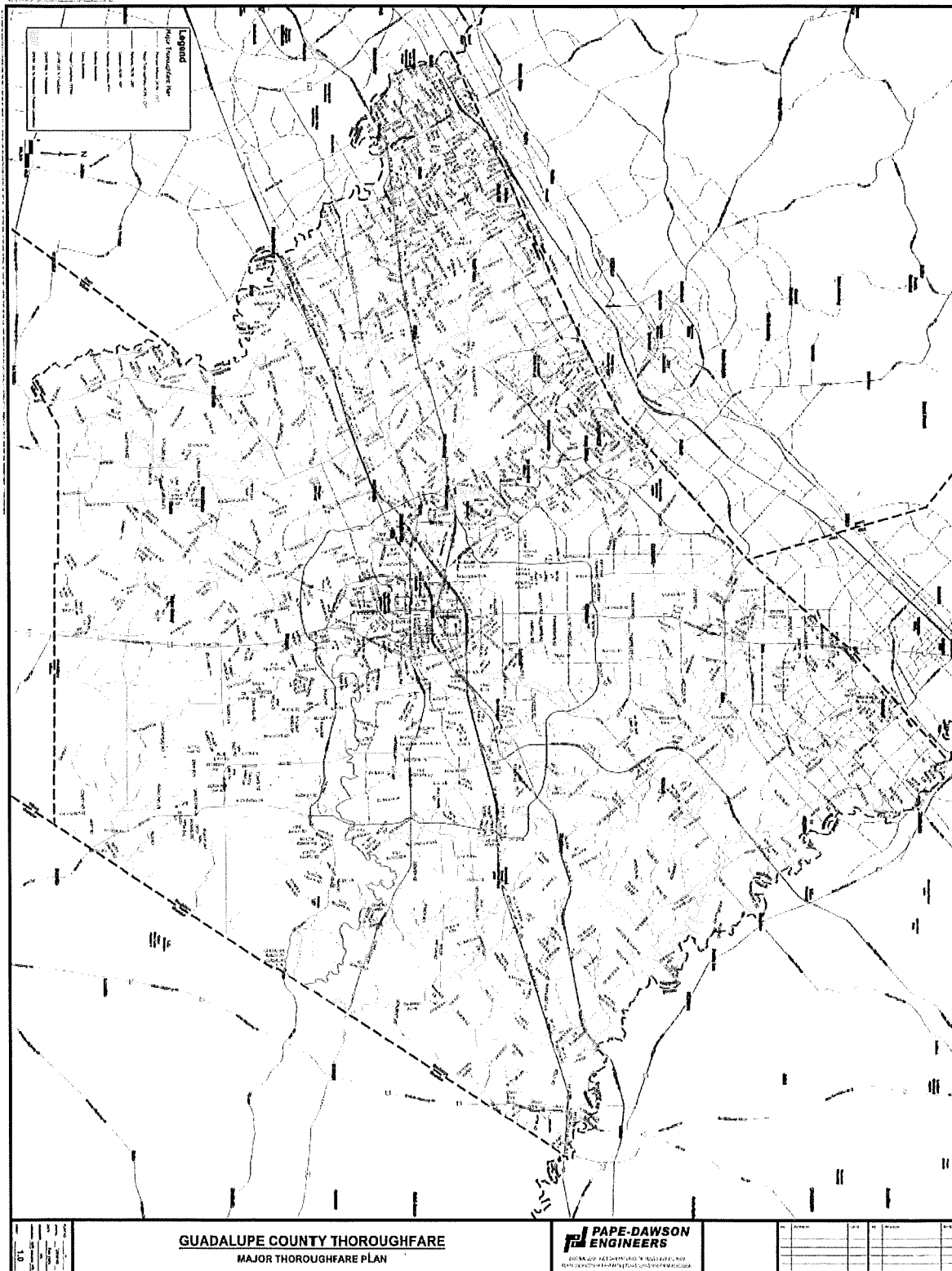


Exhibit G

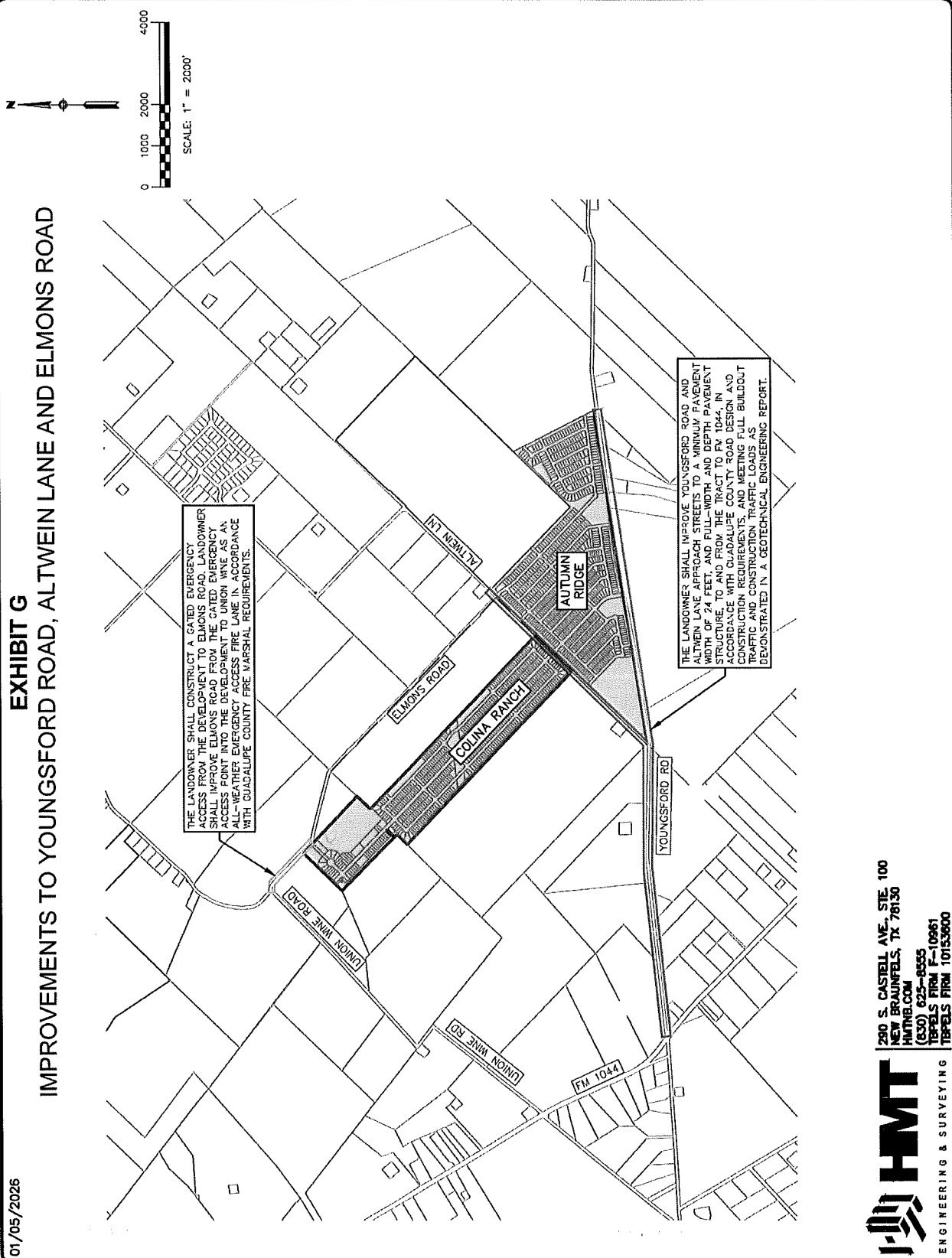


Exhibit H

Form of Resolution Consenting to the Creation of the Municipal Utility District

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF NEW BRAUNFELS, TEXAS CONSENTING TO THE CREATION, AND INCLUSION OF LAND WITHIN BOTANICAL FARM MUNICIPAL UTILITY DISTRICT OF GUADALUPE COUNTY

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; 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 Consent to the Creation of a Municipal Utility District and inclusion of a Property of real property encompassing approximately 250.25 acres of land being more particularly described by metes and bounds in Exhibit "A-1" and delineated in Exhibit "B-1" attached hereto (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 Council of the City of New Braunfels desires to grant its written consent to the creation of the District and the inclusion of the Land within the District.

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.

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 District may issue bonds for any purpose authorized by law, including but not limited to the purchase, construction, acquisition, repair extension and improvement of land, easements, works, improvements, plants, equipment, appliances, and other facilities which are authorized by law and necessary to:
 - a. Provide a water supply for municipal uses, domestic uses, and commercial purposes;
 - b. Collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid or composite state;
 - c. Conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operating expenses during construction and interest during construction; and
 - d. Design, acquire, construct, finance, operate, or maintain a road or any improvement in aid of the road if the power to acquire roads is granted to the District pursuant to Section 54.234 of the Texas Water Code.
 - e. 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.

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

PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2026.

NEAL LINNARTZ, Mayor

ATTEST:

GAYLE WILKINSON, City Secretary

EXHIBIT "A-1"

Metes and Bounds Description of the Land



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 145.70 ACRE TRACT OF LAND

A 145.70 acre tract of land being out of the William Bracken Survey No. 52, Guadalupe County, Texas, also being all of a tract of land called Tract 1, 106.00 acres and all of a tract of land called Tract 2, 40.00 acres recorded in Volume 346, Page 439, in the Deed Records of Guadalupe County, Texas. Said 145.70 acre tract being more fully described as follows:

BEGINNING at a set 1/2" iron pin (stamped "HMT") in the South right of way line of Altwein Lane for the Northern most corner of the herein described 145.70 acre tract, also being the North corner of the above referenced Tract 1, and also being the West corner of a called 106.00 acre tract called Tract 1, recorded in Volume 735, Page 1095, in the Deed Records of Guadalupe County, Texas, from which a found 1/2" iron pin across Altwein Lane, lying in the intersection of Emmons Road and Altwein Lane, bears N 61°51'17" E, a distance of 129.70 feet;

THENCE leaving the right of way of Altwein Lane, along the East line of the herein described tract and the West line of the called 106.00 acre, Tract 1, S 45°39'05" E, a distance of 1940.69 feet to a set 1/2" iron pin (stamped "HMT") for a corner of the herein described tract, also being the East corner of the above referenced Tract 1, and the South corner of the called 106.00 acre, Tract 1 (Vol 735, Pg 1095), and a corner on the North line of the above referenced Tract 2;

THENCE along a the North line of the herein described tract and the above referenced Tract 2, and along the South line of the called 106.00 acre tract, Tract 1 (Vol 735, Pg 1095), N 43°57'27" E, a distance of 1337.11 feet to a found 8" Cedar Fence Post for the Northeast corner of the herein described tract, the West corner of a called 100.00 acres described in Volume 326, Page 48, in the Deed Records of Guadalupe County, Texas, and a corner of the above referenced 106.00 acres (Vol 735, Pg 1095);

THENCE along the East line of the herein described tract and the West line of the called 100.00 acre tract, S 26°40'52" E, a distance of 1561.67 feet to a set 1/2" iron pin (stamped "HMT") for the East corner of the herein described tract, and said Tract 2, 40.00 acres, and also being the Southwest corner of the called 100.00 acres, and lying in the North right of way line of Youngsford Road;

THENCE along the South line of the herein described tract, and with the North right of way line of Youngsford Road the following 4 calls:

1. S 82°34'19" W, a distance of 2360.84 feet to a set 1/2" iron pin (stamped "HMT") for a corner of the herein described tract and the West corner of the above referenced Tract 2 also being the Southeast corner of the above referenced Tract 1;
2. S 79°04'29" W, a distance of 1596.76 feet to a set 1/2" iron pin (stamped "HMT") for a corner;
3. S 81°15'08" W, a distance of 1316.80 feet to a set 1/2" iron pin (stamped "HMT") for a corner;



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4. S 80°25'52" W, a distance of 360.91 feet for a corner lying in the intersection of Youngsford Road and Altwein Lane, from which a found 1/2" iron pin across Youngsford Road, bears N 13°38'05" W, 30.24 feet, and from which a found 1/2" iron pin across Alwein Lane, bears S 46°12'41" E, 40.00 feet, for the West corner of the herein described tract;

THENCE along the North line of the herein described tract and the South right of way line of Altwein Lane N 43°48'24" E, a distance of 3682.44 feet to the POINT OF BEGINNING and containing 145.70 acres of land in Guadalupe County, Texas.

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

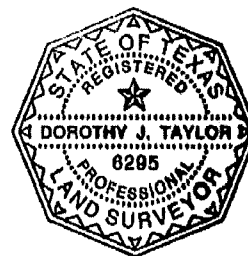
Written October 5, 2022.

Reference survey of said 140.70 acre tract of land prepared this September 30, 2022.

Dorothy J. Taylor
Registered Professional Land Surveyor No. 6295

S:\Projects\032 - Fred Helmer\032.065 - Nowotny 105.25 & 140.00 Acres on Altwein\Metes & Bounds 140.70 AC.docx

10-12-22





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

METES AND BOUNDS DESCRIPTION OF 106.46 ACRE TRACT

A 106.46 acre tract of land being out of the Washington D Miller Survey, Abstract No. 232, Guadalupe County, Texas, the J.S. Johnson Survey No. 47, Abstract No. 190, Guadalupe County, Texas, and the Daniel Chandler Survey No. 489, Abstract No. 100, Guadalupe County, Texas, also being that same tract of land called 106.25 acres recorded in Volume 247, Page 552, Deed Records of Guadalupe County, Texas. Said 106.46 acre tract being more fully described as follows:

BEGINNING at an 8" cedar fence post in the North right of way line of Altwein Lane for the East corner of the herein described 106.46 acre tract, and also being the South corner of a called 83.81 acre tract, recorded in Volume 492, Page 891, Deed Records, Guadalupe County, Texas;

THENCE along the North right of way line of Altwein Lane, with the South line of the herein described tract the following 2 calls:

1. S 44°29'05" W, 721.69 feet to a set ½" iron pin (stamped "HMT") for a corner;
2. S 38°45'48" W, 138.91 feet to an 8" cedar fence post in the North right of way line of Altwein Lane for the South corner of the herein described tract, and also being the West corner of a called 160.67 acre tract, recorded in Volume 246, Page 594, Deed Records, Guadalupe County, Texas;

THENCE along the West line of the herein described tract and the East line of the called 160.67 acre tract N 45°54'04" W, 4022.48 feet to a fence post for a corner of the herein described tract, and the North corner of a called 160.67 acre tract, and a corner on the South line of a called 37.40 acre tract, recorded in Volume 248, Page 602, Deed Records, Guadalupe County, Texas;

THENCE along the South line of said 37.40 acre tract N 43°14'35" E, 239.67 feet to a found 6" cedar fence post for a corner of the herein described tract, and the West corner of said 37.40 acre tract;

THENCE along the West line of the herein described tract, and the East line of said 37.40 acre tract, N 45°24'03" W, a distance of 1312.79 feet to 3/" iron pin found for the West corner of the herein described tract, and the North corner of said 37.40 acre tract, and the West corner of the Rathke Burial Ground, described as ¼ acre in Volume 247, Page 552 of the Guadalupe County Deed Records and a corner of a called 33.83 acre tract, called Tract 1, recorded in Document No. 201999001898, Official Public Records, Guadalupe County, Texas;

THENCE along the North line of the herein described tract, and the South line of said 33.83 acre tract passing through the North corner of Rathke Burial Ground, N 44°07'07" E, 899.12 feet to a found 3/8" iron pin found for the North corner of the herein described tract, and the East corner of said 33.83 acre tract, for a point in the South right of way line of Elmons Road, recorded in Volume 143, Page 594, Deed Records, Guadalupe County, Texas;



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THENCE along the South right of way line of Elmons Road, and the East line of the herein described tract, S 46°27'59" E, 204.08 feet, passing through a found 1/2" iron pin (stamped "BLS 2024") for a corner in the South right of way line of Elmons Road, and the North corner of a called 7.85 acre tract, recorded in Volume 492, Page 891, Deed Records, Guadalupe County, Texas, continuing a total of 1310.10 feet along the East line of the herein described tract, and the West line of said 7.85 acre tract to a set 1/2" iron pin (stamped "HMT");

THENCE, along the North line of said 83.81 acre tract, S 43°56'04" W, 308.95 feet to a found 4" cedar fence post for a corner of the herein described tract, and the West corner of said 83.81 acre tract;

THENCE, along the West line of said 83.81 acre tract, and the East line of the herein described tract S 45°59'01" E, 4019.52 feet to the POINT OF BEGINNING and containing 106.46 acres of land in Guadalupe County, Texas.

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

Written August 24, 2022.

Reference survey of said 106.46 acre tract of land prepared this same date.

A handwritten signature in cursive script, appearing to read "Dorothy J. Taylor", followed by the date "8-24-22" written in a similar cursive style.

Dorothy J. Taylor

Registered Professional Land Surveyor No. 6295

S:\Projects\032 - Fred Heimer\032.065 - Nowolny 105.25 Acres on Altwein\Metes & Bounds 106.46 AC.docx

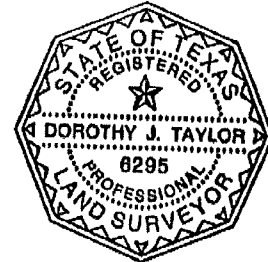


EXHIBIT "B-1"
Survey of the Land

