

**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF NEW BRAUNFELS, TEXAS,  
AND  
AGUILAS ROBLES, LLC AND MJD ENDEAVORS, LLC**

This DEVELOPMENT AGREEMENT (the “Agreement”) is entered into between Aguilas Robles, LLC and MJD Endeavors, LLC, their successors or assigns (collectively, the “Developer”), 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 (Developer and City herein referred to as individually a “Party” and collectively, the “Parties”) to be effective on the date of May 23, 2022 (the “Effective Date”).

**RECITALS**

**WHEREAS**, the Developer owns approximately 362 acres of land (defined herein as the “Tract”) in Comal County, Texas and currently within the extra-territorial jurisdiction 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 New Braunfels and preventing undue fiscal burdens on the City and others, and ensuring that decisions result in outcomes that aid in achieving Envision New Braunfels; and

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

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

**WHEREAS**, the Developer 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 Section 212.172 of the Texas Local Government Code and Chapter 54 of the Texas Water Code; and

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

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

“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 other ordinances and regulations adopted by the City of New Braunfels, as such ordinances may be amended, changed, supplemented, or repealed from time to time.

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

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

“CCSUD” means Crystal Clear Special Utility District.

“Tract” means the approximately 362 acres of land to be developed by Developer, 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	Petition for Consent to the Creation of A Municipal Utility District
Exhibit C	Park and Trail Concept Plan
Exhibit D	Mandatory Disclosure
Exhibit E	Regional Transportation and Hike and Bike Trails Plans

## ARTICLE II

## GENERAL PLAN; LAND USE AND VESTED RIGHTS

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

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

### ARTICLE III DEVELOPER'S DEVELOPMENT OBLIGATIONS

#### Section 3.1. Development of Tract.

- a. Development of the Tract shall comply with the applicable regulations of the City, except where modified or otherwise specified herein.
- b. Not less than 14 acres of lands within the Tract located within the Edwards Aquifer Recharge Zone shall remain undeveloped (but may be utilized for park and recreational areas).
- c. No wastewater treatment plant facility shall be located within the Edwards Aquifer Recharge Zone.
- d. No wastewater effluent may be discharged in the Edwards Aquifer Recharge Zone.
- e. No wastewater lift stations within the Tract shall be located in the Edwards Aquifer Recharge Zone.
- f. Any wastewater treatment plant facility located within the Tract shall be designed to treat wastewater effluent to a standard not less stringent than the following parameters (as measured on a daily average basis in accordance with the TCEQ permit): Carbonaceous Biochemical Oxygen Demand (5-day)- 5 mg/l; Total Suspended Solids- 2 mg/l; and Ammonia Nitrogen- 2 mg/l.
- g. All construction activities within the Tract shall comply with the applicable requirements of Title 30 Texas Administrative Code, Chapter 213, for protection of the Edwards Aquifer, including without limitation, the requirement to undertake construction activities in accordance with an approved water pollution and abatement plan.
- h. The retail wastewater service provider that provides retail wastewater service shall be operate and maintain the wastewater treatment plant facility in accordance with a long term operation and maintenance plan.

- i. The wastewater treatment plant facility shall be operated under the supervision of a properly licensed and qualified operator at all times.
- j. Private water distribution systems are specifically prohibited within the District, unless the proposed water distribution system meets or exceeds any published design and construction specifications of CCSUD.
- k. Development of the Tract shall comply with the City's Regional Transportation and Hike and Bike Trails Plan attached hereto as Exhibit E.
- l. Internal mid-block trail connections may count as block breaks for the maximum block length requirement as outlined in the City of New Braunfels Subdivision Platting Ordinance for development within the Tract; however, development within the Tract shall comply with a minimum street connectivity ratio of 1.20.
- m. Lots within the Tract shall not front onto collector streets.
- n. Parks and trails shall be throughout within the Tract as generally depicted in Exhibit C attached hereto (which exhibit does not represent a final land use plan and may be modified in connection with final subdivision planning and platting).
- o. Outdoor/external lighting within the Tract shall comply with "Dark Skies" standards.
- p. 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).
- q. Single-family residential housing diversity shall be required within the District with a mixture of a least three different lot sizes and at least three different house sizes/floorplans per lot size.
- r. 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 Tract 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.
- s. The Developer shall install three (3) trees on every residential lot as necessary to cause each lot to have not less than three 2-inch caliper trees.
- t. The Developer shall provide tree protection to preserve existing heritage oaks (24-inches in diameter or greater) within the Tract that are located outside of public right-of-way, easements and more than five feet (5') from building foundations.

- u. The Developer shall encourage xeriscape landscaping for water conservation.
- v. The Developer must identify any archeological or historical resources within the District and establish methods for proposed protection/remediation of such resources.
- w. All buildings within the Tract shall be designed in accordance with the edition of the International Residential Code (IRC) and International Building Code (IBC), as applicable, adopted the City from time to time.
- x. To enhance public safety and ensure quality of development for future residents, Developer shall cause all homes to be inspected by a properly licensed and qualified independent professional third party inspector to ensure compliance with the standards set forth herein. All inspection reports for each home shall be provided to the City not less than quarterly.
- y. The issuance of the bonds by the District is subject to all applicable approvals of the TCEQ and the Attorney General of the State of Texas.
- z. The District shall provide to the City a copy of its annual fiscal year audit reports when furnished to TCEQ.

### Section 3.2. Utilities

#### a. Water:

- i. 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 service to the Tract.
- ii. The design, construction and installation of any internal water distribution system shall be built in accordance with CCSUD standards for so long as it is the retail water service provider to customers within the Tract. If CCSUD is not the retail water service provider, then all facilities shall be designed and constructed in accordance with the standards adopted by the public water system that provides service, which standards must meet or exceed all applicable requirements of the State of Texas.

#### b. Wastewater:

- i. Developer shall commence negotiations with CCSUD, within 120 days of the effective date of this Agreement, regarding the provision of wastewater services to the Tract.
- i. The design, construction and installation of any internal wastewater collection system shall be built in accordance with CCSUD standards in the event it is the retail wastewater service provider to customers within the Tract. If CCSUD is not the retail wastewater service provider, then all facilities shall be design and constructed in accordance with the

standards adopted by the retail wastewater service provider, which standards must meet or exceed all applicable requirements of the State of Texas.

- ii. The wastewater treatment plant shall be designed so as to include a buffer zone from residences, and the facility site shall include sufficient lands to allow for expansions.

Section 3.3. Associations. The Developer will create a homeowners association for the residential development (the “Association”). The District and/or the Association shall maintain all common areas, park, trail, and recreational facilities.

Section 3.4. Park and Recreational Facilities. The Developer will comply with the City’s parkland dedication ordinance as set forth in the City Code, with approval of the City.

Section 3.5. Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer 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 Developer’s, Developer’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 Developer and Developer’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 which otherwise may give rise to a cause of action under the Act.

#### ARTICLE IV DEFAULT AND TERMINATION

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

- (a) The Parties acknowledge and agree that any substantial deviation by the Developer 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 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 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. Notwithstanding the foregoing, the City agrees that it will not annex any portion of the Tract without Developer'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 Developer 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 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 incapacities of any party similar to those enumerated and not within the control of the party claiming such inability.

Section 6.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court

of competent jurisdiction. Any disputes or proceedings arising out of this Agreement shall be subject to the exclusive jurisdiction of the Texas State courts in 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Developer 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 Comal County. In addition, any assignments of this Agreement shall be recorded in the deed records of Comal 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.

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)

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

DEVELOPER:

**Aguilas Robles, LLC**

(a Texas limited liability company)

By: TriOak Development, LLC,  
(a Texas limited liability company)  
*Its Manager*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, as \_\_\_\_\_ of TriOak  
Development, LLC, a Texas limited liability company, Manager of Aguilas Robles, LLC, a Texas  
limited liability company, on behalf of said limited liability companies.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

DEVELOPER:

**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 \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by David Tidwell, 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

CITY OF NEW BRAUNFELS, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

STATE OF TEXAS                   §  
  §  
COUNTY OF COMAL           §

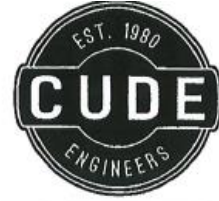
This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_, Mayor, City of New Braunfels, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

(NOTARY SEAL)

## **Exhibit A**





**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;

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



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;

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







**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;



- 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 "R 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 143 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.;



**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;

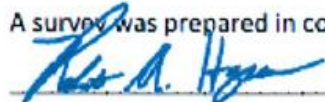
**THENCE**, South 45° 59' 11" East, along and with the common line of said 39.320 acre tract and said 114.206 acre tract, a distance of 579.85 feet to a 1/2-inch iron rod found for corner;

**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





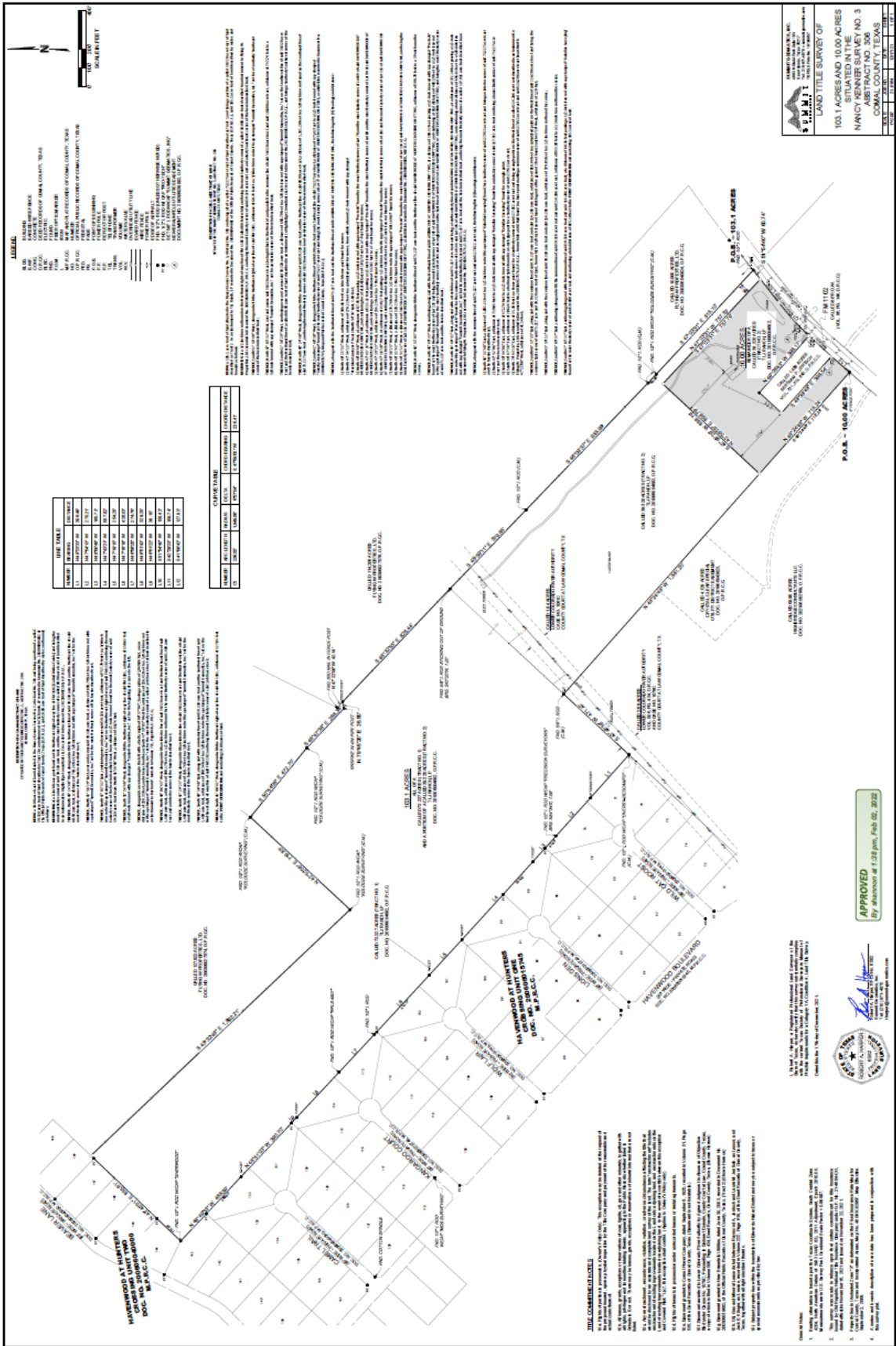


Exhibit B

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.

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.

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**

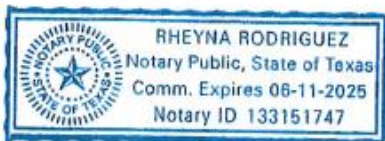
STATE OF TEXAS

COUNTY OF HAYS

§  
§  
§

This instrument was acknowledged before me on the 17<sup>th</sup> 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



**PETITIONER:**

**MJD ENDEAVORS, LLC**, a Texas limited liability company

By: [Signature]

Name: Justin Davis

Title: Manager

By: [Signature]

Name: David Tidwell

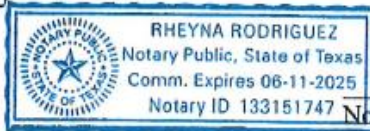
Title: Manager

**ACKNOWLEDGEMENTS**

STATE OF TEXAS                   §  
   §  
COUNTY OF Hays               §

This instrument was acknowledged before me on the 17<sup>th</sup> 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)

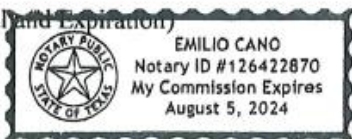


[Signature]  
Notary Public, State of Texas

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

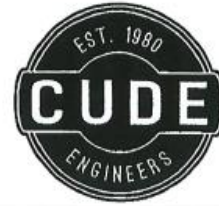
(Seal and Expiration)



[Signature]

Notary Public, State of Texas

**Exhibit "A"**  
**Description of Land**



**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;



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



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;

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





**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;



- 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.;



**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



**Exhibit C**

**PARK AND TRAIL CONCEPT PLAN**

## **Exhibit D**

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

A. At the time a municipality makes an offer to a landowner to enter into a development agreement pursuant to Chapter 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 from within the area 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

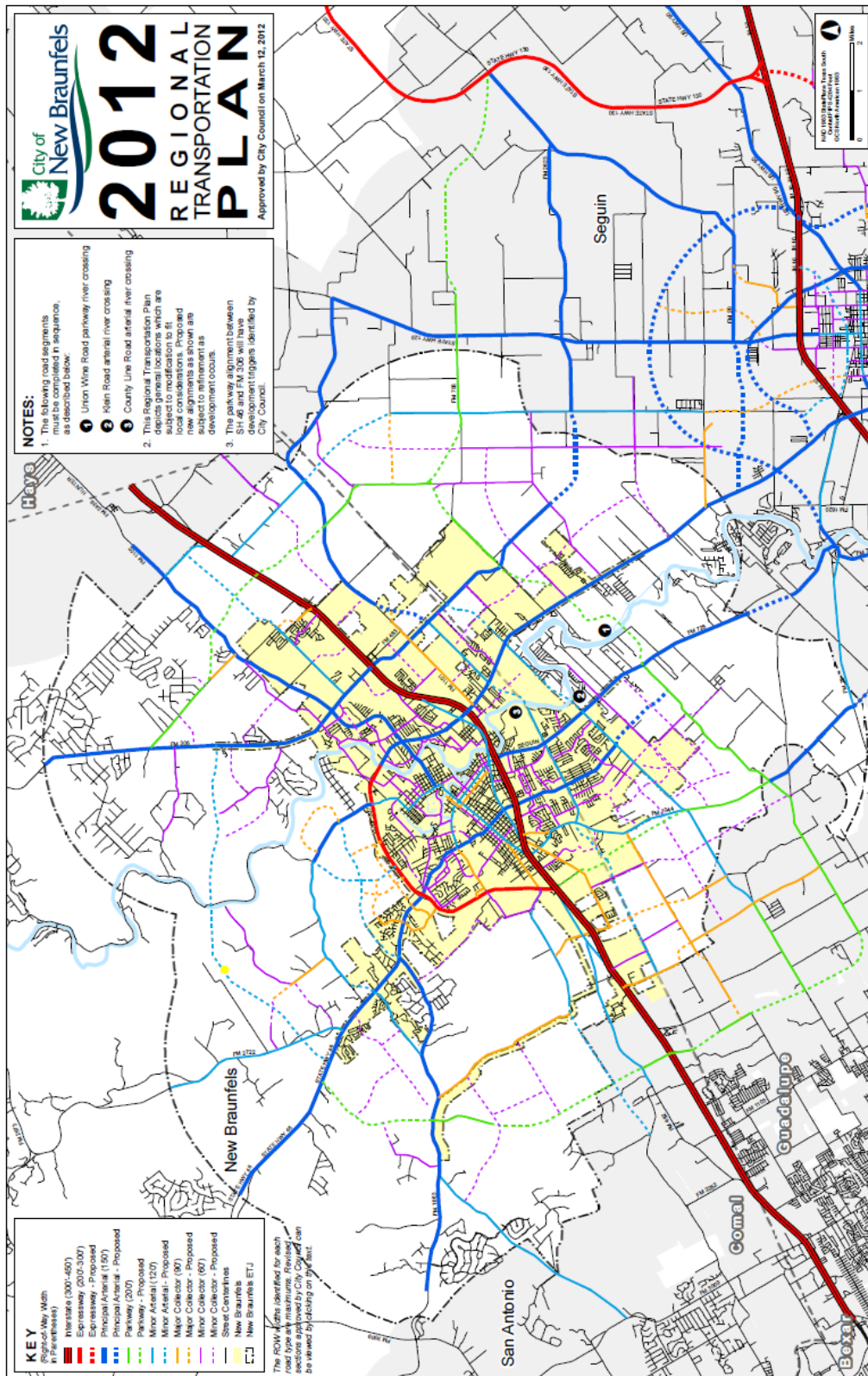
consenting to the annexation signed by more than 50% of the registered voters of the area or more than 50% of the owners of land in the area. The City must then pass a resolution detailing services to be provided within the area after annexation, mail notice of the proposed annexation along with the services to be provided, date of the public hearing to be held, and an explanation of the 180 day petition period.

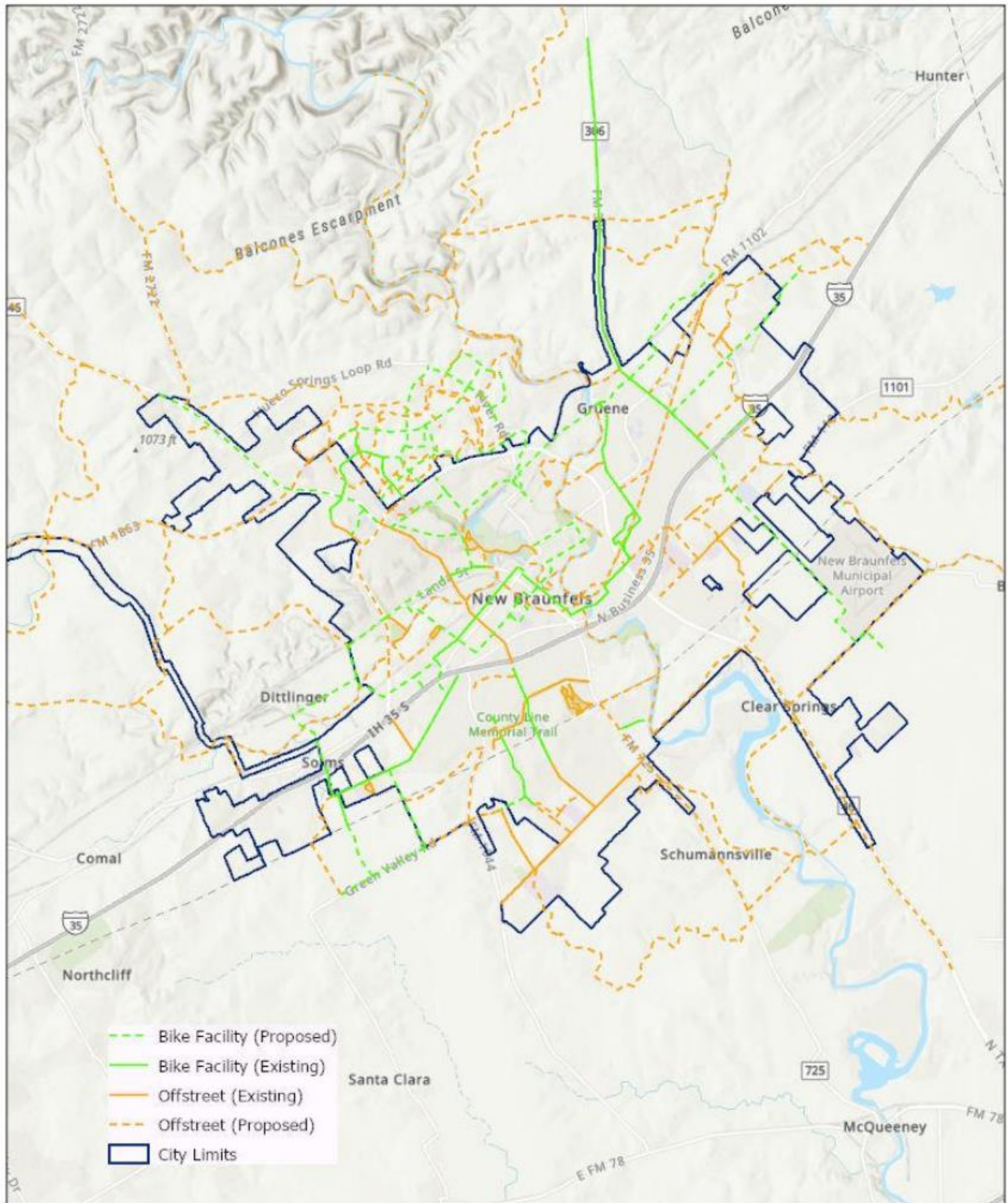
Subchapter C-5, Annexation of Areas with Population of At Least 200 by Election requires that the municipality holds an election in the area proposed to be annexed at which the qualified voters of the area may vote on the question of the annexation and a majority of the votes received at the election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

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



## Exhibit E





## Hike and Bike Trail Plan



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

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of New Braunfels. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of New Braunfels, its officials or employees for any discrepancies, errors, or variances which may exist.