

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF NEW BRAUNFELS, TEXAS,
AND
HK PORTER, LLC**

This DEVELOPMENT AGREEMENT (the “Agreement”) is entered into between HK Porter, LLC, their successors or assigns (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 349.7 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 Comal County Municipal Utility District No. 4 (the “District”) to be developed for single family 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 HK Porter, LLC and their successor and assigns.

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

“District” means Comal County Municipal Utility District No. 4 or other named municipal utility district created pursuant to the petition attached here as Exhibit B.

“NBU” means New Braunfels Utilities

“Tract” means the approximately 349.7 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 | Development Regulations |
| 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 for single family residential use only and shall consist of approximately 235 single family residential lots. The Developer may develop the Tract in accordance with the City's "R-1-A-43.5" Single Family District zoning regulations for residential use only. 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 Development Regulations, except where modified or otherwise specified herein.
- b. All buildable lots within the Tract shall be a minimum of 1-acre in size.
- c. Each lot shall be serviced by an individual on-site septic system constructed in accordance with TCEQ rules, Comal County rules and all applicable state laws. Package wastewater treatment plants are specifically prohibited.
- d. Development of the Tract shall comply with the City's Regional Transportation and Hike and Bike Trails Plan attached hereto as Exhibit E.
- e. Internal mid-block trail connections may count as block breaks for the maximum block length requirement for development within the Tract.
- f. Parks and trails that are required by the Development Regulations shall be dispersed throughout the Tract, as approved by the City, rather than concentrated in one location, such approval by the City to be based on locally adopted policies and not to be unreasonably withheld.
- g. To enhance public safety and ensure quality of development for future residents, builders shall obtain and pay corresponding fees for City building permits and inspections. All structures built on individual lots shall be required to comply with the applicable Development Regulations identified in Exhibit C in effect at the time of permitting.
- i. Lots within the District which front onto collector streets shall have semicircular front driveways with more than one vehicular entrance.

Section 3.2. 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 3.3. 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 3.4. 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 construction of at least 90% 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:
HK Porter, LLC
24607 Fairway Springs
San Antonio, TX 78260
pkuo@hkdevelopment.com

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
HK PORTER, LLC

By:


PAUL KUO, MANAGER

ACKNOWLEDGEMENT

STATE OF TEXAS

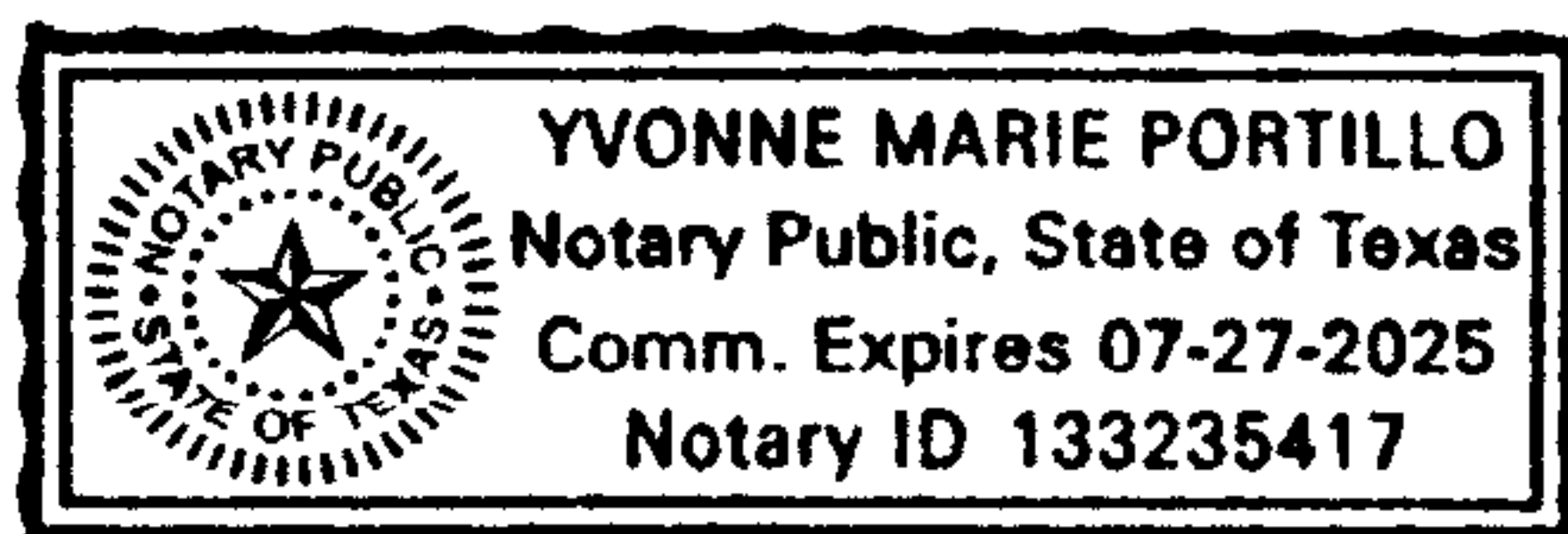
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COUNTY OF Bexar

This instrument was acknowledged before me this 05 day of May, 2022,
by Yvonne Portillo.


Notary Public, State of Texas

(NOTARY SEAL)



CITY OF NEW BRAUNFELS, TEXAS

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

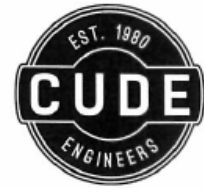
STATE OF TEXAS §
 §
COUNTY OF COMAL §

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

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A



LEGAL DESCRIPTION 349.7 ACRES OF LAND

349.7 ACRES OF LAND LOCATED IN THE PHILLIP ENGELBACH SURVEY 388, ABSTRACT 139, THE SA&MG RR CO SURVEY 586, ABSTRACT 582, THE GEORGE ULLRICH SURVEY 392, ABSTRACT 634, AND THE CONRAD SEABAUGH SURVEY 449, ABSTRACT 535, COMAL COUNTY, TEXAS AND OUT OF A CALLED 597.818 ACRES OF LAND AS DESCRIBED IN DOCUMENT 200106001597 OF THE OFFICIAL RECORDS OF COMAL COUNTY, TEXAS. SAID 349.7 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A FOUND 1/2 INCH IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF F.M. 1863, AN 80-FOOT WIDE RIGHT-OF-WAY, AT A SOUTHWEST CORNER OF SAID 597.818 ACRE TRACT, AND THE EAST CORNER OF A CALLED 71.759 ACRE TRACT AS DESCRIBED IN VOLUME 704, PAGE 909 OF THE OFFICIAL RECORDS OF COMAL COUNTY, TEXAS;

THENCE, ALONG AND WITH THE COMMON LINE OF SAID 597.818 ACRE TRACT AND SAID 71.759 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 41°41'01" W, A DISTANCE OF 196.27 FEET TO A FOUND 1/2 INCH IRON ROD;

N 46°05'54" W, A DISTANCE OF 115.40 FEET TO A FOUND 1/2 INCH IRON ROD;

N 55°21'35" W, A DISTANCE OF 178.85 FEET TO A FOUND 1/2 INCH IRON ROD;

N 38°33'07" W, A DISTANCE OF 146.15 FEET TO A FOUND 1/2 INCH IRON ROD;

N 37°36'38" W, A DISTANCE OF 673.28 FEET TO A FOUND 1/2 INCH IRON ROD;

N 37°28'54" W, A DISTANCE OF 1122.80 FEET TO A FOUND 1/2 INCH IRON ROD AT THE NORTH CORNER OF SAID 71.759 ACRE TRACT AND THE EAST CORNER OF LOT 8 OF COMAL COUNTRY ESTATES UNIT 2 RECORDED IN VOLUME 2, PAGE 23 OF THE PLAT RECORDS OF COMAL COUNTY, TEXAS;

THENCE, ALONG AND WITH THE COMMON LINE OF SAID 597.818 ACRE TRACT AND SAID COMAL COUNTRY ESTATES UNIT 2, THE FOLLOWING BEARING AND DISTANCES:

N 36°56'32" W, A DISTANCE OF 846.53 FEET TO A FOUND 1/2 INCH IRON ROD, THE WEST CORNER OF SAID 597.818 ACRE TRACT;

N 52°32'46" E, A DISTANCE OF 2544.81 FEET TO A FOUND 1/2 INCH IRON ROD AT A NORTH CORNER OF SAID 597.818 ACRE TRACT, THE EAST CORNER OF SAID COMAL COUNTRY ESTATES UNIT 2 AND THE WEST LINE OF A CALLED 514.36 ACRE TRACT DESCRIBED IN DOCUMENT 9806007947 OF THE OFFICIAL RECORDS OF COMAL COUNTY, TEXAS;

THENCE, ALONG AND WITH THE COMMON LINE OF SAID 597.818 ACRE TRACT AND SAID 514.36 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

S 35°40'24" E, A DISTANCE OF 124.85 FEET TO A SET 1/2 INCH IRON ROD WITH "CUDE" CAP;

S 35°00'07" E, A DISTANCE OF 311.11 FEET TO A FOUND 1/2 INCH IRON ROD;

S 34°50'31" E, A DISTANCE OF 433.90 FEET TO A FOUND 1/2 INCH IRON ROD;

S 49°11'08" E, A DISTANCE OF 31.19 FEET TO A FOUND 1/2 INCH IRON ROD, THE WEST CORNER OF A CALLED 140.5 ACRE TRACT DESCRIBED IN DOCUMENT 201906042446 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS;

THENCE, S 72°11'14" E, ALONG AND WITH THE SOUTH LINE OF SAID 140.5 ACRE TRACT, A DISTANCE OF 4420.09 FEET TO A FOUND 1/2 INCH IRON ROD, THE SOUTH CORNER OF SAID 140.5 ACRE TRACT;

THENCE, S 48°49'22" W, OVER AND ACROSS SAID 597.818 ACRE TRACT, A DISTANCE OF 3326.64 FEET TO A SET 1/2" IRON ROD WITH "CUDE" CAP ON THE SOUTH LINE OF SAID 597.818 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 1863;

THENCE, ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 1863, AND THE SOUTH LINE OF SAID 597.818 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 71°09'24" W, A DISTANCE OF 85.47 FEET TO A FOUND TXDOT TYPE III MONUMENT;

NORTHWESTERLY, ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 2904.79 FEET, A CENTRAL ANGLE OF 19°00'00", AN ARC LENGTH OF 963.26 FEET, AND A CHORD BEARING AND DISTANCE OF N 80°39'24" W, 958.86 FEET, TO A FOUND TXDOT TYPE III MONUMENT;

S 89°50'36" W, A DISTANCE OF 1015.50 FEET TO A FOUND TXDOT TYPE III MONUMENT;

THENCE, NORTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 2824.79 FEET, A CENTRAL ANGLE OF 03°02'32", AN ARC LENGTH OF 149.99 FEET, AND A CHORD BEARING AND DISTANCE OF N 88°38'08" W, 149.97 FEET, TO A TO THE **POINT OF BEGINNING** AND CONTAINING 349.7 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011).

07-13-21

YURI V. BALMaceda WHEELock
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6815
CUDE ENGINEERS
4122 POND HILL ROAD, SUITE 101
SAN ANTONIO, TEXAS 78231
TBPELS FIRM NO. 10048500
TBPE FIRM NO. 455
JOB NO. 03632.000



Exhibit B

09-16-21A119 6--PMV

**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 Comal County Municipal Utility District No. 4 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 349.7 acres of land, more or less, situated in Comal County, Texas. The land proposed to be included within the District is described in **Exhibit "A"** attached hereto and 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 are the owners of and holds 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 uses, domestic uses and commercial purposes;
2. collect, transport, process, dispose of and control all domestic, industrial, 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 and commercial growth. There is not now available within the area, which will be developed as a master-planned single-family residential and ~~commercial 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 \$20 million. 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 August, 2021.

PETITIONERS:

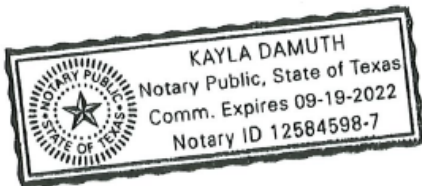
Rhonda Vollbrecht
RHONDA VOLLBRECHT

STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me on the 18th day of August, 2021, by Rhonda Vollbrecht.

(Seal and Expiration)

Kayla Damuth
Notary Public, State of Texas



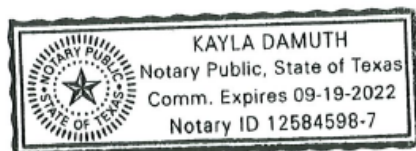
Michael Porter
MICHAEL PORTER

STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me on the 18th day of August, 2021, by Michael Porter.

(Seal and Expiration)

Kayla Damuth
Notary Public, State of Texas



-3-



900 E. Quincy St., San Antonio, Texas 78215
(210) 222-2204 or (800) 292-1047 Fax (210) 222-9869

For EAA Use Only
Form: 12202019

Entity #: E _____
Application #: C _____
Well #: W _____

Application for "Drilling Through the Edwards Aquifer" Well Construction Permit

One application required for each well.

1. This application must be completed, signed, and submitted to the EAA prior to constructing a **new** well that intersects the Edwards Aquifer **or** altering or reconstructing an **existing** well that intersects the Edwards Aquifer. **(The entire annular space through the Edwards Aquifer must be properly sealed.)**
2. The application must be typed or printed legibly using ink.
3. A processing fee of \$25.00 must accompany the application.
4. Checks and money orders made payable to the "Edwards Aquifer Authority" will be accepted. **Do not** submit cash. To pay by Credit Card, please open <https://www.edwardsaquifer.org> and click Online Payments and follow the instructions. **Please provide the payment Confirmation No.** _____.
5. Upon receipt of a complete application, please allow thirty (30) days for processing.
6. Incomplete applications will be returned to the applicant for completion.
7. No well construction can commence until the application is approved and a well construction permit is issued.

I. - Applicant Information - Please provide **all** the following:

1. Property Owner Name: Rhonda Vollbrecht & Michael Porter
2. Property Owner Contact Name: Rhonda Vollbrecht
3. Property Owner Phone: () _____ Email: _____
4. Property Owner Mailing Address: 2631 Melbourne Ave. New Braunfels, TX 78132
5. Agent Name: Kaveh Khorzad Phone: (512) 773-3226
6. Agent Company Name: Wet Rock Groundwater Services, LLC Email: k.khorzad@wetrockgs.com
7. Agent Mailing Address: 317 RR 620 S, Ste. 203, Austin, TX 78734
8. Drilling Contractor Company Name: McKinley Drilling
9. Driller Name: Andrew Stevenson Lic. #: 5964
10. Driller Phone: () 210-434-7867 Email: kent@peerlessequipment.com
11. Driller Mailing Address: 313 Hwy 90, Hondo, TX 78861

II. - Well Site Information and Proof of Ownership - Please provide **all** of the following:

1. Well Site Address: 0 FM 1863 City: New Braunfels
Zip: 78132 County: Comal Subdivision: _____
2. Latitude: 29° 42' 49.03" Longitude: 98° 14' 11.38"
(The coordinates are required to be in degrees/ minutes/ seconds NAD 83 format.)

3. Please provide a road map to the subject property **and** please provide a property map showing the location of the proposed well, the nearest septic tank, and nearest septic absorption field or septic spray area, and any existing wells on the subject property. Maps must include sufficient information to locate the property and well(s).
4. Please provide proof of ownership (**EITHER** a copy of a complete recorded deed, a current tax record, **OR** a current appraisal district record) with a legal description of the subject property.
5. Describe and attach a diagram of the construction method (include well depth and all other well specifications).

III. - Well Information – Please provide **all** of the following (Place “N/A” in the blanks that are not applicable):

1. Type of well construction: ☒ Install a new well that Intersects Through the Edwards Aquifer
☐ Alter or Reconstruct an existing well that is drilled through the Edwards Aquifer. Examples include installing additional casing, repairing existing casing, adjusting the well depth, or any work that may affect the integrity of the annular space seal.
☐ Other - Please specify: _____
2. Source of groundwater (please specify): Middle Trinity Aquifer
3. Total estimated well depth: 1330 ft.
4. Total estimated depth to the bottom of the Edwards Aquifer: 500 ft.
5. *Casing (s) outside diameter (OD): 16 in. *Borehole diameter (s): 20 in.
 (*Note: The annular space through the Edwards Aquifer must be a minimum of 2 inches between the borehole and the outside well casing (4 inches total).)
6. Casing: ☒ Steel ☐ PVC
7. Schedule or SDR Type (s) or casing wall thickness (in inches): Sch. 40
8. Total estimated casing depth (s): 510 ft.
9. If the well casing is installed to total depth, please provide the depth interval the well casing is perforated or slotted to form a well screen: _____ ft. to _____ ft.
10. Annular seal material: Pressure Cementation
11. Total estimated depth(s) of grout placement below land surface: 510 ft.
12. Grouting method: ☒ Tremie - Positive Displacement Exterior
☐ Positive Displacement Interior
13. Type of Packer(s): N/A Packer(s) estimated depth(s): N/A ft.
14. Surface casing (Sleeve) type: N/A Sleeve Size: _____ in. Sleeve Depth: _____ ft.
15. Number of feet from the nearest property line (50-foot minimum): 720 ft
16. Number of feet from the existing or proposed nearest septic tank (50-foot minimum): > 720 ft. ft
17. Number of feet from the existing or proposed nearest septic absorption field or spray area (150-foot minimum): > 720 ft. ft
18. Will the well be located in a flood plain? ☐ Yes ☒ No
 If “Yes”, will the well head extend 36 inches above the flood plain? ☐ Yes ☐ No
19. Purpose of Use: ☒ Municipal/Public Supply ☐ Industrial ☐ Irrigation / Commercial Agricultural
☐ Domestic / Household ☐ Livestock ☐ Other (please specify) _____

IV. – Owner's or Agent's Certification:

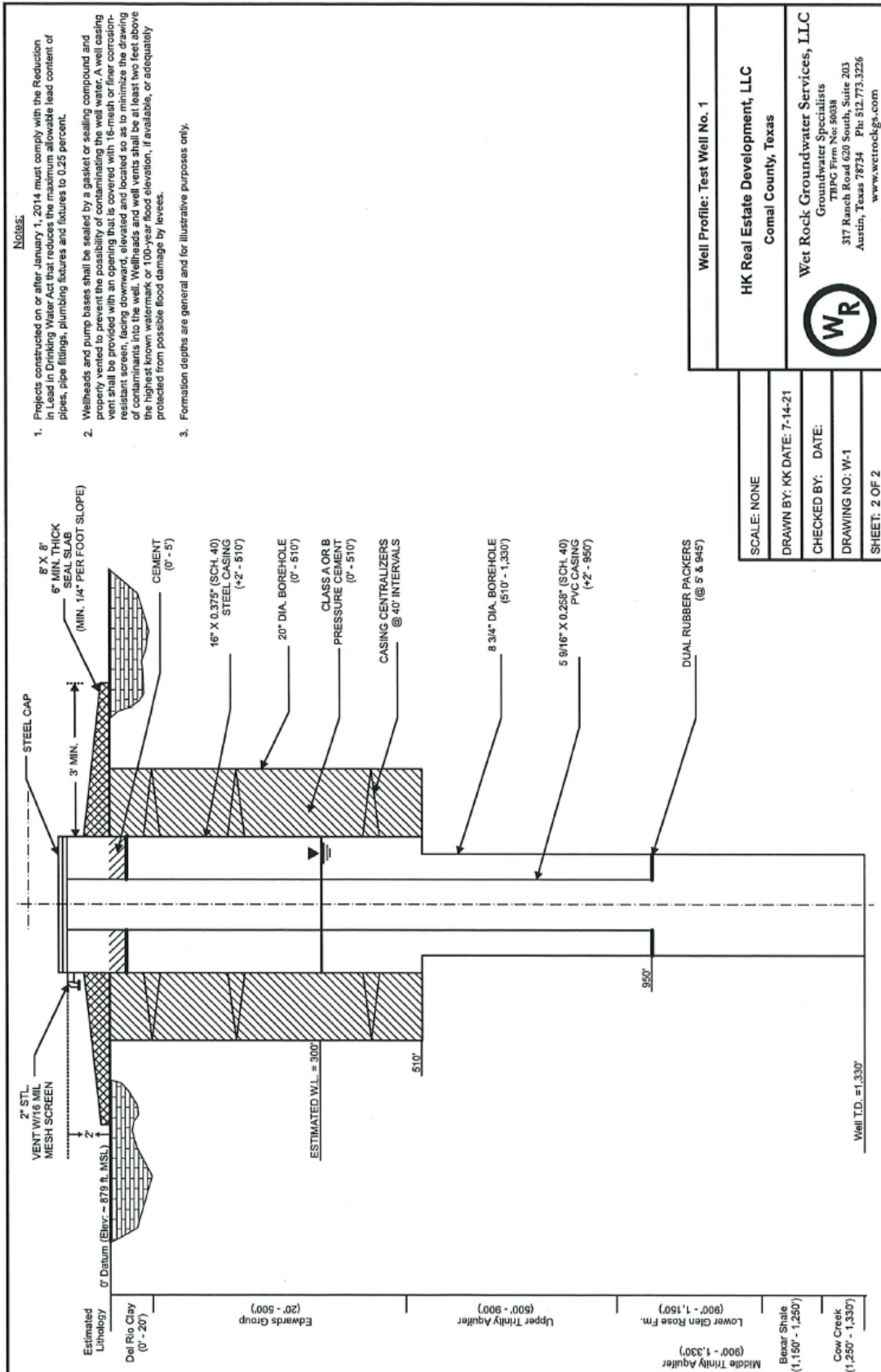
I certify that, as the Applicant, I am the owner of the well which is the subject of this Application, or the Authorized Agent of the well owner. Additionally, I certify that each and all of the statements and information contained herein are true and correct to the best of my knowledge and belief. Moreover, I agree to fully comply with the terms of the Edwards Aquifer Authority Act, the rules of the EAA, and any well construction permit that may be issued pursuant to this Application.

Signature of Owner or Agent Michael J. Porter Date 8/18/21

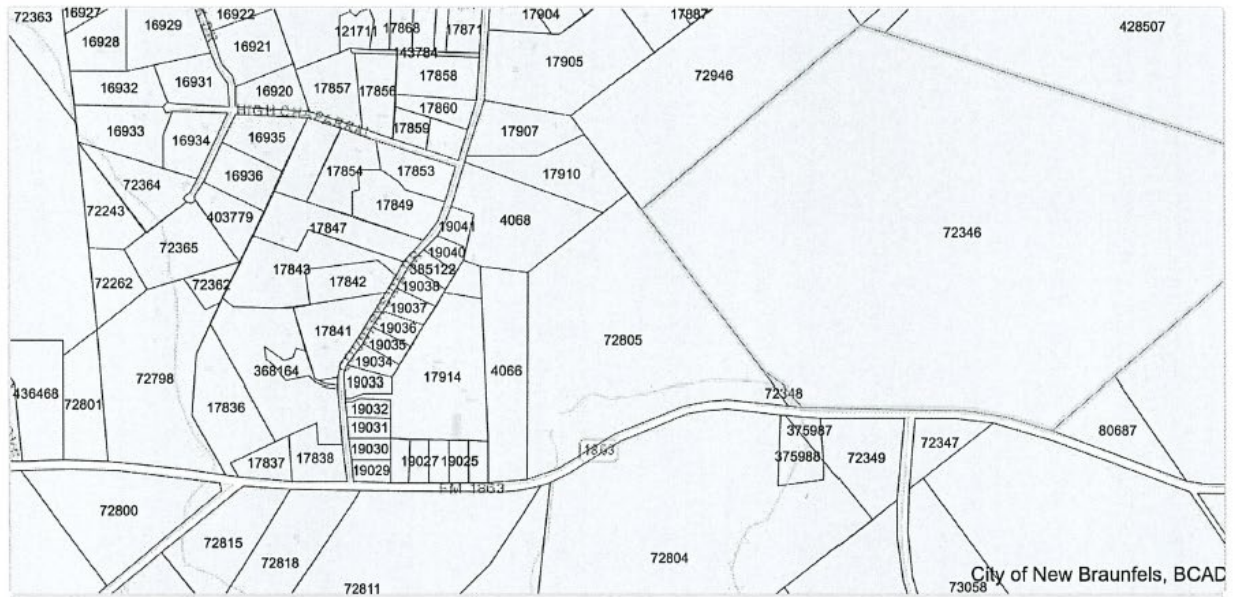
Print Name: Michael J. Porter

Co-Signature Rhonda Vollbrecht Date 08/18/2021

Print Name: Rhonda Vollbrecht

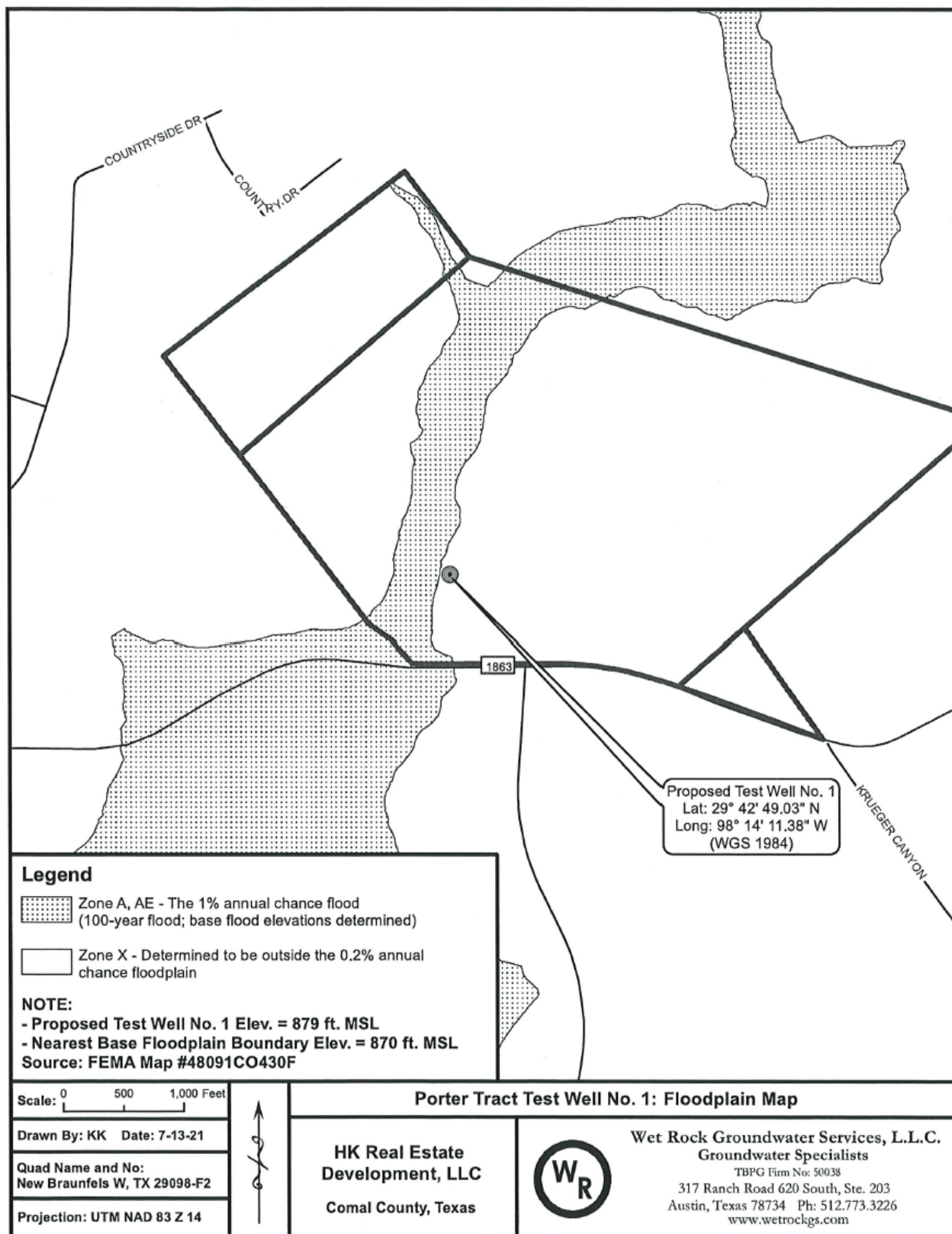


| | | |
|---|--|--|
| Property Identification #: 72346 | Property Information: 2022 | Owner Identification #: 143252 |
| Geo ID: 730139000200 Situs: 0 FM 1863 NEW BRAUNFELS, TX Address: 78132 Property Type: Real State Code: D1 | Legal: A-139 SUR-388 P ENGELBACH, Description: ACRES 295.558 Abstract: A0139 Neighborhood: Rural Ac. Area 1 Appraised Value: N/A Jurisdictions: CAD, ZZZ, EDW, SNBI, 046, 046LR, FLC, ES6 | Name: VOLLBRECHT RHONDA & MICHAEL PORTER Exemptions: DBA: Null |



Comal CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Comal County Appraisal District expressly disclaims any and all liability in connection herewith.





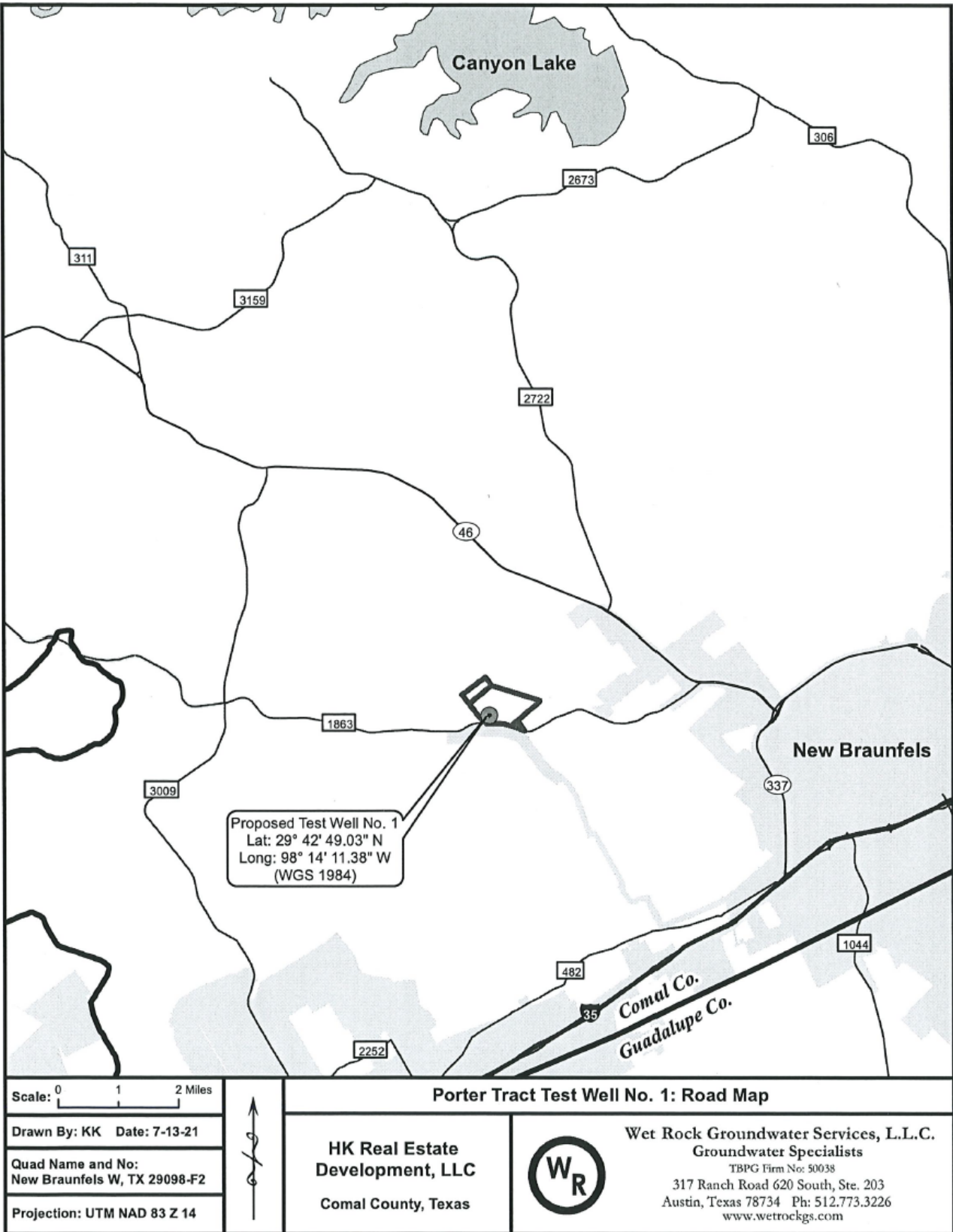


Exhibit C

DEVELOPMENT REGULATIONS

- a. Chapter 118 Subdivision Platting of the City of New Braunfels Code of Ordinances
- b. Chapter 144 Zoning, Section 3.4-2 “R-1A-43.5” Single-Family District of the City of New Braunfels Code of Ordinances
- c. Chapter 14 Buildings and Building Regulations of the City of New Braunfels Code of Ordinances

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 a Development Agreement to include the annexation of the Tract.

C. But for the Agreement or a strategic partnership agreement with the District, the City of New Braunfels may only annex the Tract 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.

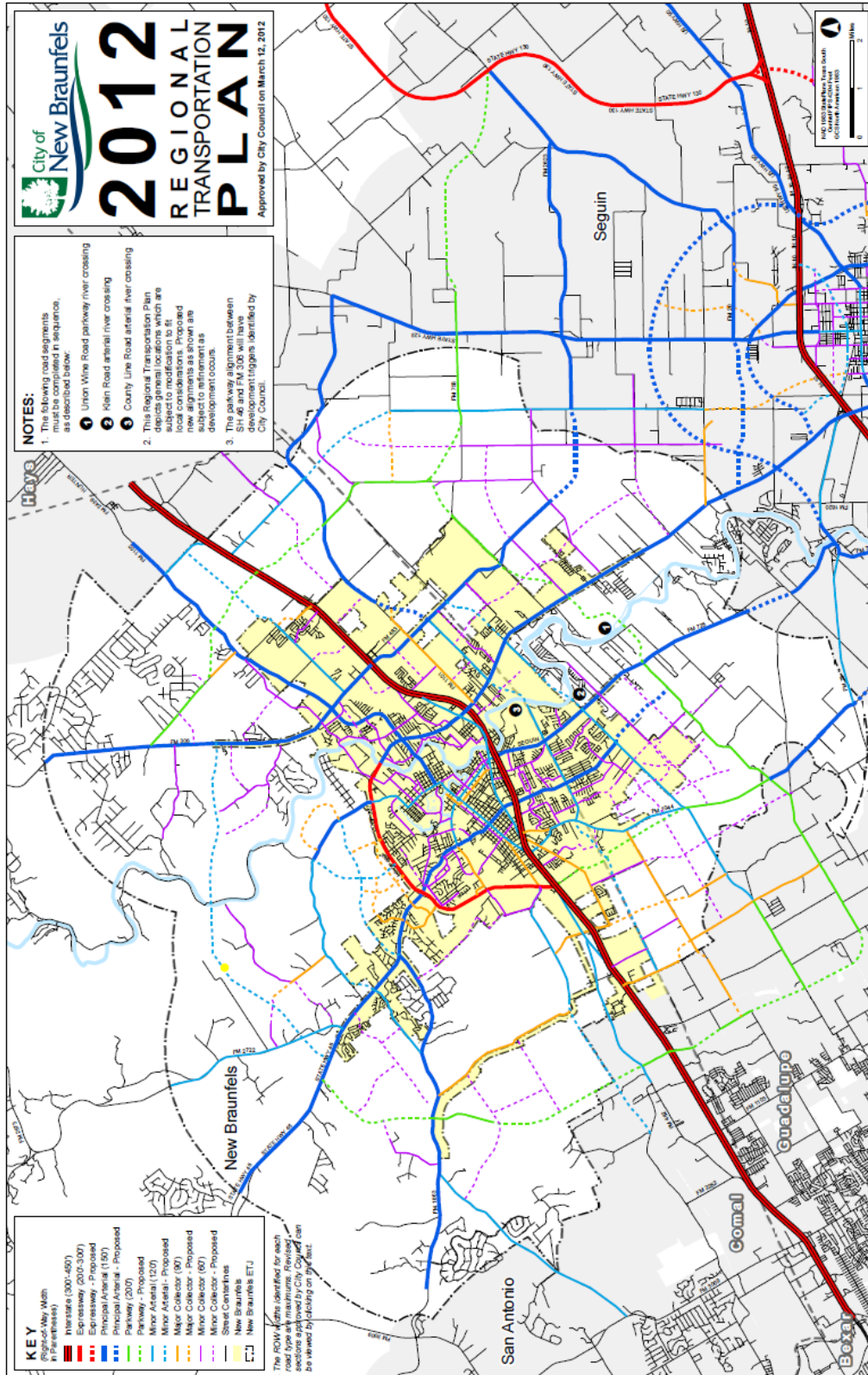
D. Annexation Procedures of the Tract, Generally

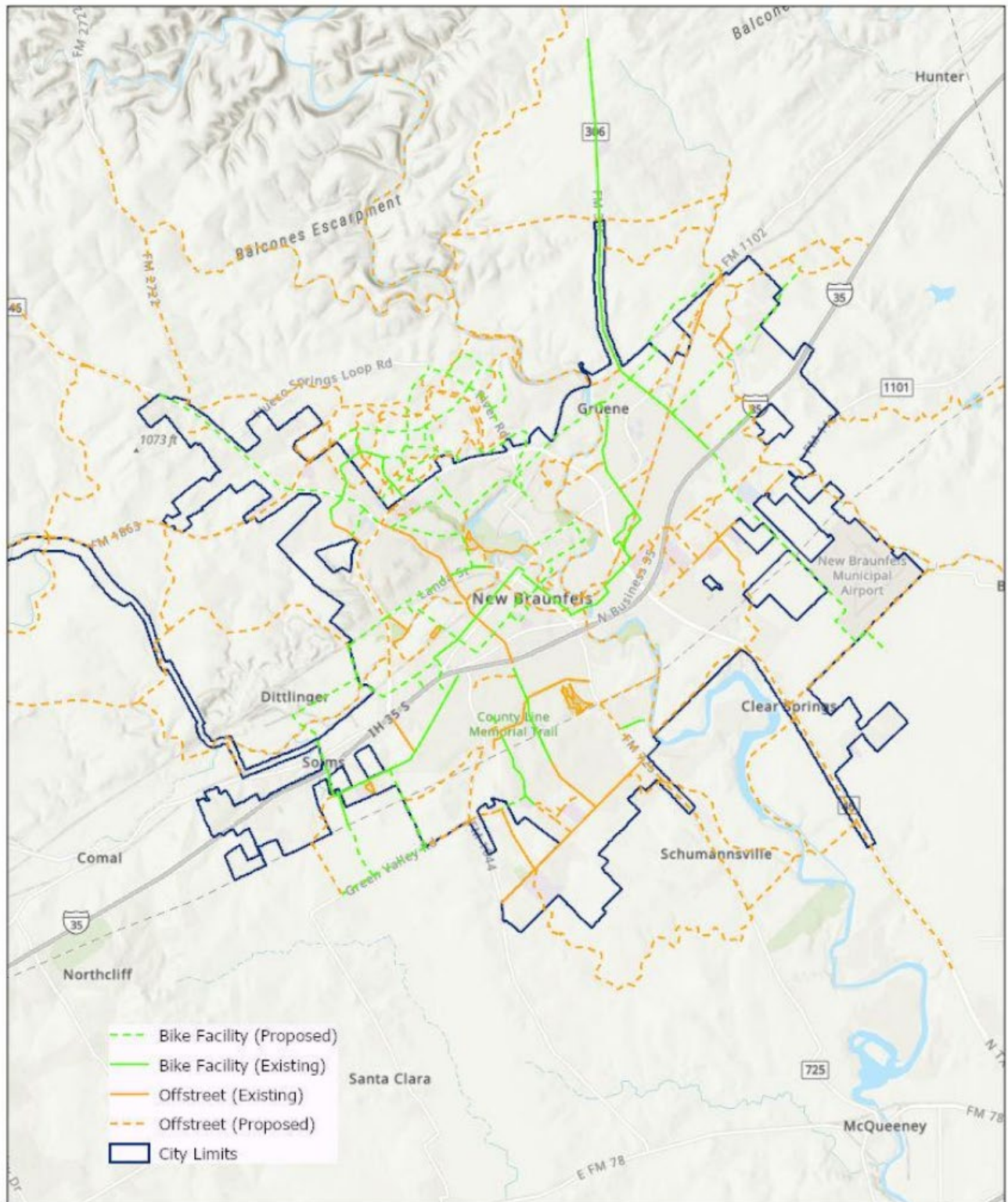
The procedures for annexing the Tract are as follows:

1. The City Council shall hold a public hearing on the annexation of the Tract; and
2. The City Council shall adopt an ordinance annexing the Tract.

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:
 \\file-03\users\parks\jacobrodriguez\Documents\ArcGIS\Projects\HBT Plan Map - Update\HBT Plan Map - Update.aprx Source: City of New Braunfels GIS
 Date: 7/10/2020

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