

CORRECTION DEVELOPMENT AGREEMENT

1. **Parties.** The parties to this Correction Development Agreement (this “Agreement”) are the CITY OF NEW BRAUNFELS, a home rule municipality located in Comal County, Texas (the “City”) and DORTHLIN R. WILSON, individually and as sole beneficiary under the will of LEROY E. WILSON, Deceased, whose address is 1055 Coyote Run, New Braunfels, Texas 78132 (together, the “Owner”).
2. **Recitals.** Owner owns substantially all the property described on the attached Exhibit “A” and illustrated in Exhibit “B” (the “Property”) containing approximately 178.617 acres of land. The Property lies within the extraterritorial jurisdiction of the City. In accordance with an interlocal agreement between the City and Comal County and applicable state law, the ordinances of the City apply to subdivision and development of the Property. Owner has previously conveyed and desires to convey portions of the Property (the “Tracts”) to persons related to Owner within the third degree by consanguinity or affinity (a “Qualified Grantee”). The Property has no frontage on a public road, but it and the Tracts are served by an easement for ingress and egress established by final judgment of the 22nd District Court of Comal County, Texas, in Cause No. C2005-658A, styled *Daniel Rittimann, et al v. David B. Jonas and Mary E. Jonas, et al* (the “Easement”). The Easement is known as Coyote Run. Although a conveyance to a Qualified Grantee is exempt from platting under state law applicable to counties, the ordinances of the City do not provide for a similar exemption. Owner has requested, and the City has agreed as provided for in Section 118-4 of the City of New Braunfels’ Code of Ordinances to exempt the proposed conveyance of the Tract to the Qualified Grantee from the platting requirements of the City, subject to the provisions of the following paragraphs.
3. **Waiver of Platting Requirements.** In consideration of the premises and Owner’s agreements set out herein, the City waives the platting requirements of its ordinances regarding the conveyance of the Tract to the Qualified Grantee. The Qualified Grantee may lawfully seek a permit for an on-site sewage facility for the Tracts pursuant to the ordinances, rules and regulations of the County and applicable state law.
4. **Platting Required.** In the event the Tracts are sold, given or otherwise transferred to an individual who is not related to Owner within the third degree by consanguinity or affinity following the transfer to the Qualified Grantee, and the subsequent conveyance is not otherwise exempt from the City’s platting requirements, the platting requirements of the City will apply. Recordation of such plat(s) as approved by the City shall take place prior to transfer of ownership of the Tracts.
5. **Binding Agreement.** The provisions of this Agreement run with the land with respect to the Property and portions thereof and are enforceable against the parties hereto, their respective heirs, successors and assigns. This Agreement binds Owner upon execution, is effective when signed by the City Manager of the City, and may not be revoked or amended absent the written agreement of the parties.
6. **Correction Agreement.** This Correction Development Agreement is made in substitution of and to correct the Development Agreement (“Corrected Development Agreement”) effective July 11, 2011 and recorded in Document No. 201106024844 Official Public Records of Comal County, Texas, wherein by error a 9.967 acre tract in the E. Woodruff Survey, Abstract 671 was included in the Property as defined therein. The Property in fact only contains 178.617 acres of land, not

188.584 acres. Exhibit "B" of the Corrected Development Agreement accurately depicts the perimeter boundary of the Property, but incorrectly shows it containing 188.584 acres. Other than the stated correction, this Correction Development Agreement is intended to restate in all pertinent respects the Corrected Development Agreement, relating back to the effective date of the Corrected Development Agreement. Leroy E. Wilson, an original signator of the Corrected Development Agreement, died in 2014. His will was probated as a muniment of title in Comal County, Texas, leaving his entire estate, including the Property, to Dorthlin R. Wilson, also an original signator of the Corrected Development Agreement. Dorthlin R. Wilson, is the sole owner of the Property remaining subject of the Corrected Development Agreement as corrected hereby.

CITY OF NEW BRAUNFELS

Owner

By: _____
Robert Camareno,
City Manager

Dorthlin R. Wilson

THE STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on _____, 2022, by ROBERT CAMARENO, City Manager of the City of New Braunfels, on behalf of same and in the capacity herein stated.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on _____, 2022, by DORTHLIN R. WILSON.

Notary Public, State of Texas

EXHIBIT “A”

A tract of land located in Comal County, Texas, containing approximately 178.617 acres out of the following surveys:

11.285 acres in the J.M. Steiner Survey, Abstract 569

0.700 acres in the P. Hernandez Survey, Abstract 217

77.732 acres in the V. Pfeuffer Survey, Abstract 463

88.9 acres in the C. Pfeuffer Survey, Abstract 466

EXHIBIT “B”