

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF NEW BRAUNFELS, TEXAS,
AND
306 PROPERTIES, LP**

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between 306 Properties, LP (the "Landowner"), and the City of New Braunfels, Texas (the "City"), a home-rule municipal corporation in Comal and Guadalupe Counties, Texas, acting by and through its governing body, the City Council of New Braunfels, Texas (Landowner and City herein referred to as individually a "Party" and collectively, the "Parties") to be effective on the date of May 23, 2022 (the "Effective Date").

RECITALS

WHEREAS, the Landowner owns approximately 637.72 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 Landowner is a party to an agreement under which the Tract will be acquired by a purchaser (the "Developer") and developed by the Developer for single family residential and commercial purposes; 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. 3 (the "District"); and

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

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

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 the successors or assigns of Landowner that acquire and develop the Property.

“District” means Comal County Municipal Utility District No. 3 or other named municipal utility district created pursuant to the petition attached here as Exhibit B.

“Tract” means the approximately 637.72 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

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

ARTICLE II GENERAL PLAN; LAND USE AND VESTED RIGHTS

Developer hereby agrees that the Tract will be developed primarily for single-family residential and commercial uses. 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. 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.
- c. Each on-site sewage facility located within the Tract shall be constructed in accordance with all applicable TCEQ and Edwards Aquifer Authority rules, applicable Comal County rules and all applicable state statutes.
- d. Water distribution systems within the Tract must meet or exceed the minimum design and construction specifications of the retail water service provider, which shall not be less stringent than TCEQ rules applicable to public water systems.
- e. Development of the Tract shall comply with the City's Regional Transportation and Hike and Bike Trails Plan attached hereto as Exhibit E.
- f. 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.
- g. Residential lots within the Tract shall not front onto collector streets.

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

- h. 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).
- i. Outdoor/external lighting within the Tract shall comply with "Dark Skies" standards.
- j. Pedestrian lighting is required within the District for trail connections between neighborhoods and parks and multifamily development. Lighting fixtures shall be fully shielded and be designed, arranged and screened so that the point light source shall not be visible from adjoining lots or streets; however, lighting fixtures are allowed with no additional "house side" shielding in accordance with the following formula: Height (H) < 3 + (D/3); where D equals the distance in feet from the light source to the nearest residential lot line (extended vertically).
- k. Single-family residential housing diversity shall be required within the District with a mixture of a least three different lot sizes and at least three different house sizes/floorplans per lot size.
- l. Street trees shall be required on collector classification and above streets (minimum of one 3-inch caliper tree every 40 feet maximum) internal to the 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.
- m. The Developer shall install up to three (3) 2-inch caliper trees on every residential lot as necessary to cause each lot to have not less than three trees.
- n. 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.
- o. The Developer shall encourage xeriscape landscaping for water conservation.
- p. The Developer must identify any archeological or historical resources within the District and establish methods for proposed protection/remediation of such resources.
- q. All buildings within the Tract shall be designed in accordance with the version of the International Residential Code (IRC) or International Building Code (IBC) adopted by the City from time to time.
- r. To enhance public safety and ensure quality of development for future residents, Developer shall fund and 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 and prior to occupancy of any home.

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

- s. 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.
- t. The District shall provide to the City a copy of its annual fiscal year audit reports when furnished to TCEQ.

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 applicable City parkland dedication ordinance as set forth in the City Code.

Section 3.4. Waiver of Actions Under Private Real Property Rights Preservation Act. Upon assumption of this Agreement, 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 by Developer 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.

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

Section 4.2. Notice of Landowner or Developer's Default.

- (a) The City shall notify Landowner or Developer (as applicable) in writing of an alleged failure by the Landowner or Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Landowner or Developer (as applicable) 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 Landowner or Developer (as applicable). The Landowner or Developer (as applicable) 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 Landowner or Developer (as applicable) 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) Landowner or Developer (as applicable) 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) Landowner or Developer (as applicable) 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 Landowner or Developer (as applicable), if requested, any records,

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

documents, or other information necessary to make the determination that are subject to the Public Information Act, Chapter 552, Texas Government Code.

- (c) If Landowner or Developer (as applicable) 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 Landowner or Developer (as applicable), or that the failure is excusable, the determination shall conclude the investigation.
- (d) If Landowner or Developer (as applicable) 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 AND STRATEGIC PARTNERSHIP AGREEMENT

Section 5.1. The Parties acknowledge that Landowner is voluntarily requesting annexation of the Tract to occur upon the dissolution of the District and that this Agreement satisfies the requirements for a service agreement as required by Texas Local Government Code Section 43.0672.

Section 5.2. The City Council may after dissolution of the District and after a public hearing on the matter annex the Tract by adoption of an ordinance. Upon annexation of the Tract into the City, the City shall provide those municipal services to the annexed lands in the same manner as those services are provided to other areas of the City with similar characteristics of topography, land, use, and population density. Notwithstanding the foregoing, the City agrees that it will not annex any portion of the Tract without 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

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

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.

Section 5.5. Section 43.0751, Texas Local Government Code (the "Act"), provides for the negotiation and implementation of "strategic partnership agreements" between cities and municipal utility districts. Upon assumption hereof and creation of the District, the Developer agrees to use good faith efforts to cause the District to enter into a strategic partnership agreement with the City containing terms approved by both parties that are consistent with terms of this Agreement.

ARTICLE VI MISCELLANEOUS

Section 6.1. Sale of Tract; Assignability. Any agreement by Landowner or its successors or assigns to sell the entirety or any portion of the Tract to Developer and any instrument of conveyance for the entirety or any portion of the Tract to such Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such 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. Upon assignment to of this Agreement to one or more Developers for the entirety of the Tract, Landowner shall no longer be a Party to this Agreement and shall have no liability for any breach of this Agreement by any Developer. 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,

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other inabilities of any party similar to those enumerated and not within the control of the party claiming such inability.

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

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

If to the Landowner, to:

306 Properties LP
900 River Hills Rd.
Austin, TX 78733
dburch@mail@gmail.com

Tricolor Development, LLC
94634 94th St
Lubbock, TX 79424
josh@tricolordevelopment.com

With a copy to:

Tony Corbett
tcorbett@mcleanhowardlaw.com
512-328-2008

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

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

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)

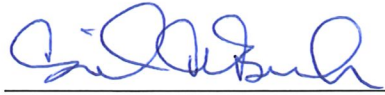
APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

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

LANDOWNER:

306 PROPERTIES, LP, a Texas limited partnership

By: 306 PROPERTIES GP, LLC, a
Texas limited liability company, its General
Partner

By: 

Name: DAVID R. BURCH

Title: Member

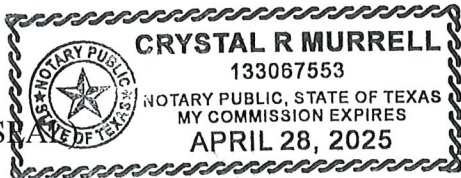
STATE OF TEXAS


COUNTY OF Comal

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This instrument was acknowledged before me this 10th day of May, 2022,
by David Burch, as Member of 306
Properties GP, LLC, a Texas limited liability company and General Partner of 306 Properties, LP,
a Texas limited partnership, on behalf of said limited partnership.

(NOTARY SEAL)




Notary Public, State of Texas

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

CITY OF NEW BRAUNFELS, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

STATE OF TEXAS §

§

COUNTY OF COMAL §

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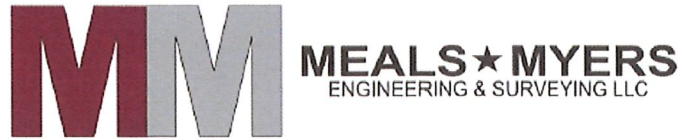
This instrument was acknowledged before me this ____ day of _____, 2022, by
_____, Mayor, City of New Braunfels, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A

Page 1 of 7



STATE OF TEXAS
COUNTY OF COMAL

**FIELD NOTE DESCRIPTION
OF A
637.72 ACRE TRACT OF LAND**

Being a 637.72 acre tract of land lying in the D. Bradford Survey No. 9, Abstract No. 36 and the G. Lawrence Survey No. 8, Abstract No. 359, Comal County, Texas, said 637.72 acre tract being all of a 45.00 acre tract of land as described in a Warranty Deed to 306 Properties, LP, dated May 22, 2018, and recorded in Document No. 201806019920, being all of a 94.89 acre tract of land as described in a Warranty Deed to 306 Properties, LP, dated May 22, 2018, and recorded in Document No. 201806019921, all of a 180.000 acre tract of land as described in a Warranty Deed with Vendor's Lien to 306 Properties, LP, dated February 8, 2007, and recorded in Document No. 200706006148, and also being all of a 317.86 acre tract of land described in a Warranty Deed to 306 Properties, LP, dated January 30, 2006, and recorded in Document No. 200606004009, all of the Official Records of Comal County, Texas; said 637.72 acre tract of land being more particularly described as follows:

BEGINNING: at a 1/2" iron rod found in the west right-of-way line of F.M. 306 for the southeast corner of the aforementioned 94.89 acre tract and the northeast corner of the replat of lots 1A-1E & 2A-2C, River Oaks, Unit 1, recorded in Volume 6, Page 179, Map and Plat Records Comal County, Texas, and the southeast corner of the herein described 637.72 acre tract;

THENCE: leaving the west right-of-way line of F.M. 306, along the south line of the aforementioned 94.89 acre tract, the north lines of the aforementioned Lots 1A through 1E, River Oaks Unit 1, and the north line of Lots 3, 5, 7, and 9 of River Oaks Subdivision as recorded in Volume 5, Pages 44-45, Map and Plat Records of Comal County, Texas, S88°35'21"W, a distance of 3,485.78 feet (Record - S88°35'24"W~3,485.74') to a 3" diameter pipe post found for the southwest corner of said 94.89 acre tract, an interior corner of said Lot 9, and the southwest corner of the herein described 637.72 acre tract;

THENCE: along the southwest line of the aforementioned 94.89 acre tract, the northeast line of the aforementioned Lot 9, and the northeast line of Lots 1 and 3 of River Oaks Ranch Unit 3, recorded in Volume 5, Pages 239-240, Map and Plat Records of Comal County, Texas, N46°16'27"W (Record - N46°16'28"E~1,014.38' / N45°33'51"E~123.97'), passing a 1/2" iron rod with yellow cap found for the west corner of said 94.89 acre tract and the south corner of the aforementioned 180.000 acre tract at a distance of 1,014.38 feet, a total distance of 1,138.35 feet to a 3/8" iron rod found for the north corner of said Lot 3 and the east corner of 60' wide unimproved, unnamed street for an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned unnamed street, N46°32'02"W a distance of 8.66 feet (Record - N43°46'59"W~7.89') to a 1/2" iron rod found for an angle point, and N46°21'09"W, a distance of 51.36 feet (Record - N45°49'37"W~52.14') to a 3/8" iron rod found for the north corner of the aforementioned unnamed street, the east corner of Lot 5 of the aforementioned River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

Page 2 of 7

- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 5, N46°22'10"W, a distance of 424.86 feet (Record – N45°43'16"W~424.77') to a 3/8" iron rod found for the north corner of said Lot 5, the east corner of Lot 7 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 7, N46°19'49"W, a distance of 338.57 feet (Record – N45°39'45"W~338.48') to a 4" cedar post found for an angle point, and N46°35'02"W, a distance of 18.09 feet (Record – N46°40'47"W~18.30') to a 3/8" iron rod found for the north corner of said Lot 7, the east corner of Lot 9 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 9, N46°24'06"W, a distance of 325.90 feet (Record – N45°43'39"W~325.66') to a 3/8" iron rod found for the north corner of said Lot 9, the east corner of Lot 11 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 11, N46°27'07"W, a distance of 300.00 feet (Record – N45°48'55"W~300.11') to a 3/8" iron rod found for the north corner of said Lot 11, the east corner of Lot 13 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000, the northeast line of the aforementioned Lot 13 and the northeast line of Lot 15 of the aforementioned River Oaks Unit 3, N46°59'21"W, a distance of 20.29 feet (Record – N45°16'20"W~20.76') to a 3/8" iron rod found for an angle point, and N46°06'47"W, a distance of 300.89 feet (Record – N45°29'38"W~300.29') to a 3/8" iron rod found for an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 15, N46°27'05"W, a distance of 277.28 feet (Record – N45°50'05"W~277.45') to a 3/8" iron rod found for the north corner of Lot 15, the east corner of Lot 17 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 and the northeast line of the aforementioned Lot 17, N46°29'38"W, a distance of 299.97 feet (Record – N45°47'11"W~299.74') to a cotton spindle found for the north corner of said Lot 17, the east corner of Lot 19 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 and the northeast line of the aforementioned Lot 19, N46°16'29"W, a distance of 156.63 feet (Record – N45°37'57"W~156.78') to a 1/2" iron rod with plastic cap stamped "Eagle Survey" found for an angle point, and N46°23'02"W a distance of 131.08 feet (Record – N45°47'29"W~131.15') to a 3/8" iron rod found for the north corner of Lot 19, the east corner of Lot 21 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;

THENCE: containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 21, N46°32'46"W, a distance of 329.66 feet (Record – N45°53'01"W~329.47') to a 3/8" iron rod found for the north corner of said Lot 21, the east corner of Lot 23 of said River Oaks Unit 3, and angle point of the herein described 637.72 acre tract;

THENCE: containing along the southwest line of the aforementioned 180.000, the northeast line of the aforementioned Lot 23, and the northeast line of Lot 25 of River Oaks Unit 3 the following six (6) courses and distances:

N46°42'21"W, a distance of 326.78 feet (Record – N46°04'00"W~327.44') to a 2" cedar post found for an angle point of the herein described 637.72 acre tract,

N51°18'27"W, a distance of 79.13 feet (Record – N51°14'11"W~78.99') to a point, said point evidenced by a hole in the ground where a tree had been removed for an angle point of the herein described 637.72 acre tract,

N40°49'02"W, a distance of 97.04 feet (Record – N40°37'19"W~95.45') to a twin 7" Elm Tree found for an angle point of the herein described 637.72 acre tract,

N47°30'17"W, a distance of 90.11 feet (Record – N45°55'36"W~86.46') to a metal "T" post found for an angle point of the herein described 637.72 acre tract,

N46°23'48"W, a distance of 307.25 feet (Record – N45°57'46"W~189.67'/N46°07'18"W~119.28') to a 6" cedar post found for an angle point of the herein described 637.72 acre tract, and

N46°33'17"W a distance of 499.36 feet (Record – N45°53'07"W~504.77') to a 1/2" iron rod found in the southeast line of Lot 162 of River Chase Unit 2 as recorded in Volume 13, Pages 114-118, Map and Plat Records of Comal County, Texas, for the west corner of said 180.000 acre tract, the north corner of Lot 25 River Oaks Unit 3, and the west corner of the herein described 637.72 acre tract;

THENCE: along the northwest line of the aforementioned 180.00 acre tract, and the southeast line of the aforementioned Lot 162, N43°17'19"E, a distance of 502.13 feet (Record – N44°11'41"E~504.37') to a 1/2" iron rod found for the east corner of said Lot 162, the south corner of Lot 147 of said River Chase Unit 2, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northwest line of the aforementioned 180.00 acre tract and the southeast line of the aforementioned Lot 147, N43°35'35"E, a distance of 343.98 feet (Record – N44°15'02"E~343.56') to a 3/8" iron rod found for an angle point, and N43°45'11"E, passing a 1/2" iron rod with aluminum cap found for the east corner of said Lot 147 and the south corner of the terminus of Westshire Lane at a distance of 460.95 feet, and also passing a 1/2" iron rod found for the south corner of Lot 124 of said River Chase Unit 2 and the east corner of the terminus of said Westshire Lane at a distance of 521.04 feet, a total distance of 549.18 feet (Record – N44°22'13"E~549.66') to a point for an angle point of said Lot 124, of the aforementioned 317.86 acre tract, and of the herein described 637.72 acre tract;

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

Page 4 of 7

- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract, the southeast line of the aforementioned Lot 124 and the southeast line of Lot 125 of the aforementioned River Chase Unit 2, N43°33'41"E, a distance of 350.22 feet (Record – N44°10'40"E~350.22') to point for an angle point of said 317.86 acre tract, Lot 125, and of the herein described 637.72 acre tract;
- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract, the southeast line of the aforementioned Lot 125, the southeast line of Lot 126 and 127 of the aforementioned River Chase Unit 2, N43°41'37"E, a distance of 619.95 feet (Record – N44°10'23"E~616.95') to 13" Cedar Tree found for an angle point of said 317.86 acre tract, Lot 127, and of the herein described 637.72 acre tract;
- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract, the southeast line of the aforementioned Lot 127, and the southeast line of Lot 121 of the aforementioned River Chase Unit 2, N43°33'00"E, a distance of 295.64 feet (Record – N44°32'39"E~296.11') to a 1/2" iron rod with plastic cap stamped "PRECISION SURVEYING" found for an angle point of said 317.86 acre tract, of said Lot 121, an angle point of the herein described 637.72 acre tract;
- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract and the southeast line of the aforementioned Lot 121, N44°01'02"E, passing a 1/2" iron rod found for the east corner of Lot 121 River Chase Unit 2 and the south corner of the terminus of Survista Lane at a distance of 334.27 feet, also passing a 1/2" iron rod found for the south corner of Lot 20 of said River Chase Unit 2 and the east corner of the terminus of said Survista Lane at a distance of 394.05 feet, a total distance of 545.62 feet (Record – N44°33'12"E~545.62') to a point for an angle point of said 317.86 acre tract, of said Lot 120 and of the herein described 637.72 acre tract;
- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract, the southeast line of the aforementioned Lot 120, and the southeast line of Lot 116 of the aforementioned River Chase Unit 2, the following seven (7) courses and distances:
- N44°55'21"E, a distance of 36.53 feet (Record – N45°00'02"E~36.73') to a 60 "d" nail found in a cedar stump for an angle point,
- N27°22'16"E, a distance of 41.97 feet (Record – N24°51'17"E~40.18') to a 36" Live Oak Tree found for an angle point,
- N07°39'44"W, a distance of 16.28 feet (Record – N05°20'19"W~15.93') to a 20" Live Oak Tree found for an angle point,
- N53°30'23"E, a distance of 45.05 feet (Record – N53°33'32"E~44.39') to a 16" Elm Tree found for an angle point,
- N50°44'58"E, a distance of 112.25 feet (Record – N51°31'13"E~113.20') to a point for an angle point,
- N43°54'54"E, a distance of 323.31 feet (Record – N44°28'58"E~323.31') to a point for an angle point, and

N43°40'41"E, a distance of 254.11 feet (Record – N44°14'45"E~254.11') to 1/2" iron rod found for an angle corner of said Lot 116, the west corner of Lot 115 of River Chase Unit 1 as recorded in Volume 13, Pages 20-23, Map and Plat Records of Comal County, Texas, the north corner of said 317.86 acre tract, and the north corner of the herein described 637.72 acre tract;

THENCE: along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned River Oaks Unit 1, S46°43'54"E, a distance of 567.63 feet (Record – S46°05'13"E~567.75') to a 1/2" iron rod with aluminum cap found for the south corner of the aforementioned Lot 115, the west corner of Lot 114 of the aforementioned River Oaks Unit 1, and S46°46'11"E, a distance of 449.51 feet (Record – S46°06'05"E~449.27') to a 1/2" iron rod found for the south corner of said Lot 114, the west corner of Lots 29 and 30, Block 7, Texas Country Estates Unit 2 as recorded in Document No. 200806015205, Official Public Records of Comal County, Texas, an angle point of said 317.86 acre tract and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Texas Country Estates Unit 2, S46°36'26"E, a distance of 480.55 feet (Record – S46°01'15"E~481.05') to a 1/2" iron rod found, and S46°26'32"E, a distance of 741.51 feet (Record – S45°45'32"E~741.06') to a concrete post found for the south corner of Lot 35 of said Texas Country Estates Unit 2, the west corner of Lot 1 of Texas Country Estates Unit 1 as recorded in Volume 12, Pages 389-390, Map and Plat Records of Comal County, Texas, for an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Lot 1, S46°25'40"E, a distance of 305.63 feet (Record – S45°44'40"E~305.63') to a cotton spindle found for the south corner of said Lot 1, the west corner of Lot 2 of the aforementioned Texas Country Estates Unit 1, an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Lot 2, S46°22'39"E, a distance of 180.81 feet (Record – S45°45'10"E~180.89') to a 1/2" iron rod found for the south corner of said Lot 2, the west corner of Lot 3 of the aforementioned Texas Country Estates Unit 1, an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest lines of Lot 3, Lot 4, and Lot 5 of the aforementioned Texas Country Estates Unit 1, S46°23'29"E, a distance of 533.11 feet (Record – S45°40'48"E~193.88', S45°45'00"E~195.54', S45°45'42"E~143.61') to a 1/2" iron rod found for an angle point, and S46°21'26"E, a distance of 51.58 feet (Record – S45°38'53"E~51.57') to a 1/2" iron rod found for the south corner of said Lot 5, the west corner of Lot 6 of the aforementioned Texas Country Estates Unit 1, an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Lot 6, S46°23'20"E, a distance of 194.78 feet (Record – S45°45'19"E~194.89') to a 1/2" iron rod found for the south corner of said Lot 6, the west corner of Lot 7 of the aforementioned Texas Country Estates Unit 1, and angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

- THENCE:** continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Lot 7, S46°35'02"E, a distance of 255.96 feet (Record – S46°56'03"E~255.93') to a 1/2" iron rod found for the south corner of said Lot 7, the west corner of Lot 6 of Redland Mesa Unit 1 as recorded in Volume 12, Page 79, Map and Plat Records of Comal County, Texas, an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;
- THENCE:** continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest lines of Lots 1 through Lot 6 of the aforementioned Redland Mesa Unit One the following six (6) courses and distances:
- S46°18'48"E, a distance of 398.72 feet (Record – S45°48'46"E~172.98' / S45°31'16"E~224.42') to a 4" cedar post found for an angle point,
- S46°35'05"E, a distance of 398.16 feet (Record – S45°50'41"E~398.74') to a 4" cedar post found for an angle point,
- S46°23'54"E, a distance of 399.83 feet (Record – S46°00'09"E~398.95') to a 4" cedar post found for an angle point,
- S46°47'10"E, a distance of 397.21 feet (Record – S45°56'29"E~398.74') to a 1/2" iron rod found for the southwest corner of Lot 2, the west corner of Lot 1, and for an angle point, and
- S46°34'29"E, a distance of 534.52 feet (Record – S46°55'27"E~534.61') to a 1/2" iron rod found, and S49°40'49"E, a distance of 395.92 feet (Record – S49°01'50"E~395.89') to a 1/2" iron rod found in the west right-of-way line of the aforementioned F.M. 306 for the northeast corner of said 317.86 acre tract, the south corner of said Lot 1, and the northeast corner of the herein described 637.72 acre tract;
- THENCE:** along the west right-of-way line of the aforementioned F.M. 306 and the east line of the aforementioned 317.86 acre tract, S04°35'17"E, a distance of 331.16 feet (Record – S04°01'51"E~332.18') to a Texas Department of Transportation Type II concrete monument with brass disc, and S02°58'48"E, a distance of 652.33 feet (Record – S02°17'00"E~651.71') to a 1/2" iron rod found for the most easterly southeast corner of said 317.86 acre tract, the northeast corner of Lot 1 of the Lackey Subdivision as recorded in Volume 8, Page 399, Map and Plat Records of Comal County, Texas, and a southeast corner of the herein described 637.72 acre tract;
- THENCE:** leaving the west right-of-way line of the aforementioned F.M. 306, along a south line of the aforementioned 317.86 acre tract and the north line of the aforementioned Lot 1, N73°24'38"W, a distance of 381.22 feet (Record – N72°43'33"W~381.57') to a 1/2" iron rod found for an interior corner of said 317.86 acre tract, the northwest of said Lot 1, and an interior corner of the herein described 637.72 acre tract;
- THENCE:** along an east line of the aforementioned 317.86 acre tract and the west line of the aforementioned Lot 1, S16°32'11"W, a distance of 209.28 feet (Record – S17°13'46"W~209.31') to a 3" diameter pipe post found in the north line of the aforementioned 45.00 acre tract for a southeast corner of said 317.86 acre tract, the southwest corner of said Lot 1, and an interior corner of the herein described 637.72 acre tract;

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT


Page 7 of 7

- THENCE:** along the north line of the aforementioned 45.00 acre tract and the south line of the aforementioned Lot 1, S73°27'03"E, a distance of 455.04 feet (Record – S73°34'48"E) to a 1/2" iron rod found in the west right-of-way line of the aforementioned F.M. 306 for the northeast corner of said 45.00 acre tract, the southeast corner of said Lot 1, and a northeast corner of the herein described 637.72 acre tract;
- THENCE:** along the west right-of-way line of the aforementioned F.M. 306 and the east line of the aforementioned 45.00 acre tract, S02°58'57"E, a distance of 312.31 feet (Record – S02°58'32"E~312.25') to a Texas Department of Transportation Type I concrete monument (busted at ground) found for an angle point, and S02°50'40"E, a distance of 211.74 feet (Record – S02°41'57"E~211.78') to a 1/2" iron rod with plastic cap stamped "B&A RPLS 2633" for the southeast corner of said 45.00 acre tract, the most easterly northeast corner of the aforementioned 94.89 acre tract, and an angle point of the herein described 637.72 acre tract;
- THENCE:** continuing along the west right-of-way line of the aforementioned F.M. 306 and the east line of the aforementioned 94.89 acre tract, S02°48'47"E, a distance of 600.38 feet (Record – S02°51'50"E~600.41') to the **PLACE OF BEGINNING** and containing 637.72 acres of land.

- Notes:
1. Basis of Bearing based on the Texas Coordinate System, South Central Zone (4204) NAD 83.
 2. A survey drawing of even date accompanies this Field Note Description.
 3. Record calls taken from Document No. 200606004009, Document No. 200706006148, Document No. 201806019921, and Document No. 201806019920, all of the Official Public Records of Comal County, Texas, and River Chase Unit 2 recorded in Volume 13, Pages 114-118, Map and Plat Records of Comal County, Texas.

I, Paul L. Myers, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my supervision in January 2022.




Paul L. Myers
Registered Professional Land Surveyor
No. 6490 – State of Texas

Job #22008
January 28, 2022
PLM

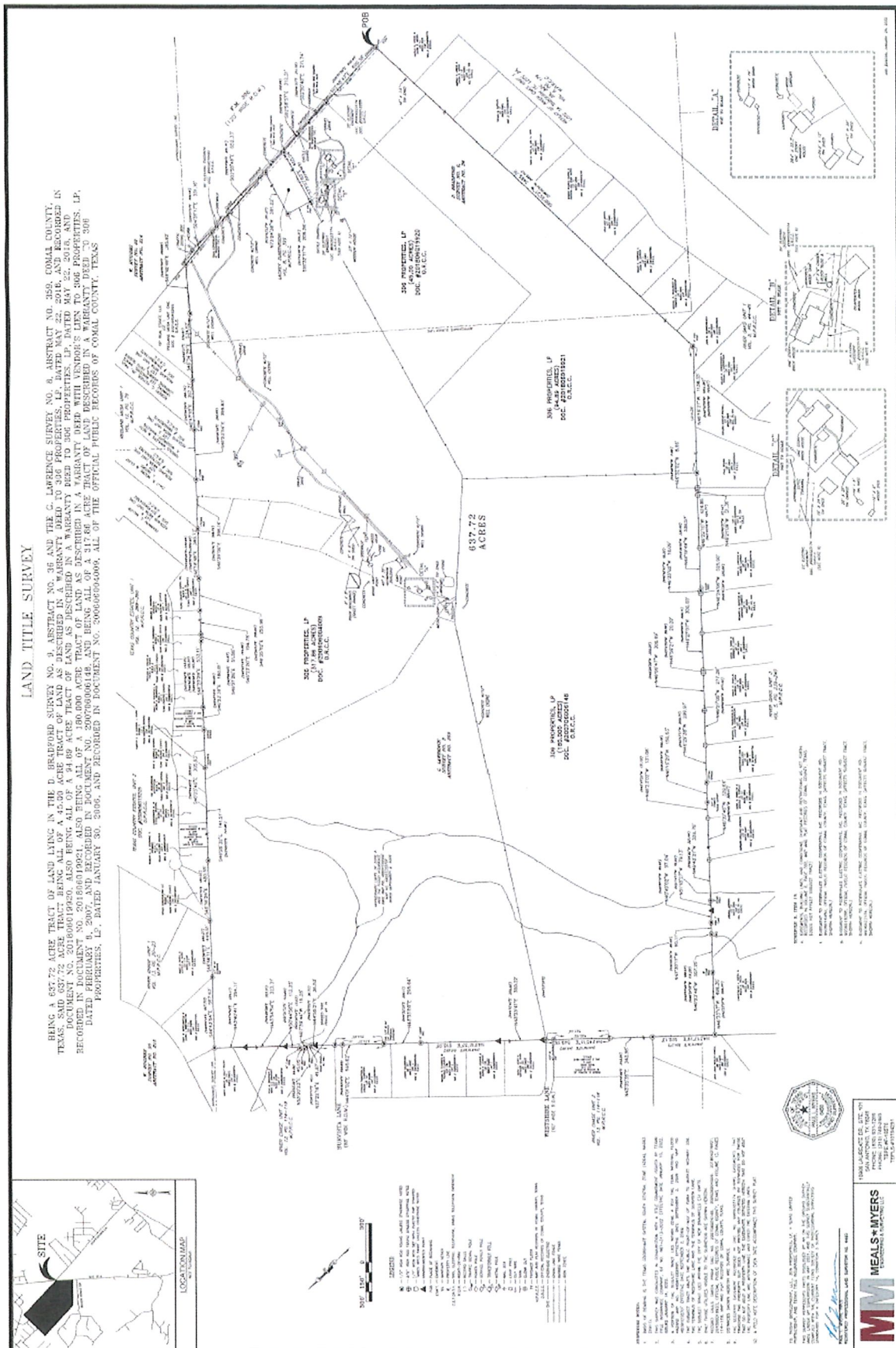


Exhibit B

02-23-22P03:01 RCVD

**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 "Petitioner"), holder of title to all land within the territory hereinafter described by metes and bounds, and acting pursuant to Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, respectfully petitions the City Council of the City of New Braunfels, Texas, for its written consent to the inclusion of land in, and the creation of, a conservation and reclamation district and would respectfully show the following:

I.

The name of the proposed district shall be Comal County Municipal Utility District No. 3 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 637.72 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 is the owner of and holds title to all of the lands within the proposed District as indicated by the tax rolls of Comal County, Texas.

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

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, 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, multi-family 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 \$70,000,000.00. The project will be financed by the issuance of bonds by the District.

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

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 17 day of Feb, 2022.

PETITIONER:

306 PROPERTIES, LP, a Texas limited partnership

By: **306 PROPERTIES GP, LLC**, a Texas limited liability company, its General Partner

By: [Signature]
Name: DAVID R. BURCH
Title: Member

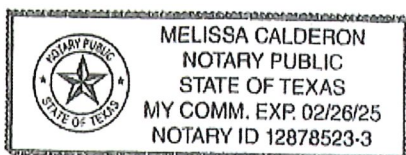
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me on the 17 day of Feb, 2022, by David Burch, member of 306 Properties GP, LLC, a Texas limited liability company and General Partner of 306 Properties, LP, a Texas limited partnership, on behalf of said limited partnership.

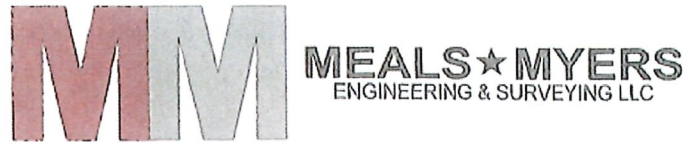
(Seal and Expiration)

[Signature]
Notary Public, State of Texas



APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

Exhibit "A"



STATE OF TEXAS
COUNTY OF COMAL

**FIELD NOTE DESCRIPTION
OF A
637.72 ACRE TRACT OF LAND**

Being a 637.72 acre tract of land lying in the D. Bradford Survey No. 9, Abstract No. 36 and the G. Lawrence Survey No. 8, Abstract No. 359, Comal County, Texas, said 637.72 acre tract being all of a 45.00 acre tract of land as described in a Warranty Deed to 306 Properties, LP, dated May 22, 2018, and recorded in Document No. 201806019920, being all of a 94.89 acre tract of land as described in a Warranty Deed to 306 Properties, LP, dated May 22, 2018, and recorded in Document No. 201806019921, all of a 180.000 acre tract of land as described in a Warranty Deed with Vendor's Lien to 306 Properties, LP, dated February 8, 2007, and recorded in Document No. 200706006148, and also being all of a 317.86 acre tract of land described in a Warranty Deed to 306 Properties, LP, dated January 30, 2006, and recorded in Document No. 200606004009, all of the Official Records of Comal County, Texas; said 637.72 acre tract of land being more particularly described as follows:

BEGINNING: at a 1/2" iron rod found in the west right-of-way line of F.M. 306 for the southeast corner of the aforementioned 94.89 acre tract and the northeast corner of the replat of lots 1A-1E & 2A-2C, River Oaks, Unit 1, recorded in Volume 6, Page 179, Map and Plat Records Comal County, Texas, and the southeast corner of the herein described 637.72 acre tract;

THENCE: leaving the west right-of-way line of F.M. 306, along the south line of the aforementioned 94.89 acre tract, the north lines of the aforementioned Lots 1A through 1E, River Oaks Unit 1, and the north line of Lots 3, 5, 7, and 9 of River Oaks Subdivision as recorded in Volume 5, Pages 44-45, Map and Plat Records of Comal County, Texas, S88°35'21"W, a distance of 3,485.78 feet (Record - S88°35'24"W~3,485.74') to a 3" diameter pipe post found for the southwest corner of said 94.89 acre tract, an interior corner of said Lot 9, and the southwest corner of the herein described 637.72 acre tract;

THENCE: along the southwest line of the aforementioned 94.89 acre tract, the northeast line of the aforementioned Lot 9, and the northeast line of Lots 1 and 3 of River Oaks Ranch Unit 3, recorded in Volume 5, Pages 239-240, Map and Plat Records of Comal County, Texas, N46°16'27"W (Record - N46°16'28"E~1,014.38'/N45°33'51"E~123.97'), passing a 1/2" iron rod with yellow cap found for the west corner of said 94.89 acre tract and the south corner of the aforementioned 180.000 acre tract at a distance of 1,014.38 feet, a total distance of 1,138.35 feet to a 3/8" iron rod found for the north corner of said Lot 3 and the east corner of 60' wide unimproved, unnamed street for an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned unnamed street, N46°32'02"W a distance of 8.66 feet (Record - N43°46'59"W~7.89') to a 1/2" iron rod found for an angle point, and N46°21'09"W, a distance of 51.36 feet (Record - N45°49'37"W~52.14') to a 3/8" iron rod found for the north corner of the aforementioned unnamed street, the east corner of Lot 5 of the aforementioned River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;

- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 5, N46°22'10"W, a distance of 424.86 feet (Record – N45°43'16"W~424.77') to a 3/8" iron rod found for the north corner of said Lot 5, the east corner of Lot 7 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 7, N46°19'49"W, a distance of 338.57 feet (Record – N45°39'45"W~338.48') to a 4" cedar post found for an angle point, and N46°35'02"W, a distance of 18.09 feet (Record – N46°40'47"W~18.30') to a 3/8" iron rod found for the north corner of said Lot 7, the east corner of Lot 9 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 9, N46°24'06"W, a distance of 325.90 feet (Record – N45°43'39"W~325.66') to a 3/8" iron rod found for the north corner of said Lot 9, the east corner of Lot 11 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 11, N46°27'07"W, a distance of 300.00 feet (Record – N45°48'55"W~300.11') to a 3/8" iron rod found for the north corner of said Lot 11, the east corner of Lot 13 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000, the northeast line of the aforementioned Lot 13 and the northeast line of Lot 15 of the aforementioned River Oaks Unit 3, N46°59'21"W, a distance of 20.29 feet (Record – N45°16'20"W~20.76') to a 3/8" iron rod found for an angle point, and N46°06'47"W, a distance of 300.89 feet (Record – N45°29'38"W~300.29') to a 3/8" iron rod found for an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 15, N46°27'05"W, a distance of 277.28 feet (Record – N45°50'05"W~277.45') to a 3/8" iron rod found for the north corner of Lot 15, the east corner of Lot 17 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 and the northeast line of the aforementioned Lot 17, N46°29'38"W, a distance of 299.97 feet (Record – N45°47'11"W~299.74') to a cotton spindle found for the north corner of said Lot 17, the east corner of Lot 19 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;
- THENCE:** containing along the southwest line of the aforementioned 180.000 and the northeast line of the aforementioned Lot 19, N46°16'29"W, a distance of 156.63 feet (Record – N45°37'57"W~156.78') to a 1/2" iron rod with plastic cap stamped "Eagle Survey" found for an angle point, and N46°23'02"W a distance of 131.08 feet (Record – N45°47'29"W~131.15') to a 3/8" iron rod found for the north corner of Lot 19, the east corner of Lot 21 of said River Oaks Unit 3, and an angle point of the herein described 637.72 acre tract;

THENCE: containing along the southwest line of the aforementioned 180.000 acre tract and the northeast line of the aforementioned Lot 21, N46°32'46"W, a distance of 329.66 feet (Record – N45°53'01"W~329.47') to a 3/8" iron rod found for the north corner of said Lot 21, the east corner of Lot 23 of said River Oaks Unit 3, and angle point of the herein described 637.72 acre tract;

THENCE: containing along the southwest line of the aforementioned 180.000, the northeast line of the aforementioned Lot 23, and the northeast line of Lot 25 of River Oaks Unit 3 the following six (6) courses and distances:

N46°42'21"W, a distance of 326.78 feet (Record – N46°04'00"W~327.44') to a 2" cedar post found for an angle point of the herein described 637.72 acre tract,

N51°18'27"W, a distance of 79.13 feet (Record – N51°14'11"W~78.99') to a point, said point evidenced by a hole in the ground where a tree had been removed for an angle point of the herein described 637.72 acre tract,

N40°49'02"W, a distance of 97.04 feet (Record – N40°37'19"W~95.45') to a twin 7" Elm Tree found for an angle point of the herein described 637.72 acre tract,

N47°30'17"W, a distance of 90.11 feet (Record – N45°55'36"W~86.46') to a metal "T" post found for an angle point of the herein described 637.72 acre tract,

N46°23'48"W, a distance of 307.25 feet (Record – N45°57'46"W~189.67'/N46°07'18"W~119.28') to a 6" cedar post found for an angle point of the herein described 637.72 acre tract, and

N46°33'17"W a distance of 499.36 feet (Record – N45°53'07"W~504.77') to a 1/2" iron rod found in the southeast line of Lot 162 of River Chase Unit 2 as recorded in Volume 13, Pages 114-118, Map and Plat Records of Comal County, Texas, for the west corner of said 180.000 acre tract, the north corner of Lot 25 River Oaks Unit 3, and the west corner of the herein described 637.72 acre tract;

THENCE: along the northwest line of the aforementioned 180.00 acre tract, and the southeast line of the aforementioned Lot 162, N43°17'19"E, a distance of 502.13 feet (Record – N44°11'41"E~504.37') to a 1/2" iron rod found for the east corner of said Lot 162, the south corner of Lot 147 of said River Chase Unit 2, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northwest line of the aforementioned 180.00 acre tract and the southeast line of the aforementioned Lot 147, N43°35'35"E, a distance of 343.98 feet (Record – N44°15'02"E~343.56') to a 3/8" iron rod found for an angle point, and N43°45'11"E, passing a 1/2" iron rod with aluminum cap found for the east corner of said Lot 147 and the south corner of the terminus of Westshire Lane at a distance of 460.95 feet, and also passing a 1/2" iron rod found for the south corner of Lot 124 of said River Chase Unit 2 and the east corner of the terminus of said Westshire Lane at a distance of 521.04 feet, a total distance of 549.18 feet (Record – N44°22'13"E~549.66') to a point for an angle point of said Lot 124, of the aforementioned 317.86 acre tract, and of the herein described 637.72 acre tract;

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

Page 4 of 7

- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract, the southeast line of the aforementioned Lot 124 and the southeast line of Lot 125 of the aforementioned River Chase Unit 2, N43°33'41"E, a distance of 350.22 feet (Record – N44°10'40"E~350.22') to point for an angle point of said 317.86 acre tract, Lot 125, and of the herein described 637.72 acre tract;
- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract, the southeast line of the aforementioned Lot 125, the southeast line of Lot 126 and 127 of the aforementioned River Chase Unit 2, N43°41'37"E, a distance of 619.95 feet (Record – N44°10'23"E~616.95') to 13" Cedar Tree found for an angle point of said 317.86 acre tract, Lot 127, and of the herein described 637.72 acre tract;
- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract, the southeast line of the aforementioned Lot 127, and the southeast line of Lot 121 of the aforementioned River Chase Unit 2, N43°33'00"E, a distance of 295.64 feet (Record – N44°32'39"E~296.11') to a 1/2" iron rod with plastic cap stamped "PRECISION SURVEYING" found for an angle point of said 317.86 acre tract, of said Lot 121, an angle point of the herein described 637.72 acre tract;
- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract and the southeast line of the aforementioned Lot 121, N44°01'02"E, passing a 1/2" iron rod found for the east corner of Lot 121 River Chase Unit 2 and the south corner of the terminus of Survista Lane at a distance of 334.27 feet, also passing a 1/2" iron rod found for the south corner of Lot 20 of said River Chase Unit 2 and the east corner of the terminus of said Survista Lane at a distance of 394.05 feet, a total distance of 545.62 feet (Record – N44°33'12"E~545.62') to a point for an angle point of said 317.86 acre tract, of said Lot 120 and of the herein described 637.72 acre tract;
- THENCE:** continuing along the northwest line of the aforementioned 317.86 acre tract, the southeast line of the aforementioned Lot 120, and the southeast line of Lot 116 of the aforementioned River Chase Unit 2, the following seven (7) courses and distances:
- N44°55'21"E, a distance of 36.53 feet (Record – N45°00'02"E~36.73') to a 60 "d" nail found in a cedar stump for an angle point,
- N27°22'16"E, a distance of 41.97 feet (Record – N24°51'17"E~40.18') to a 36" Live Oak Tree found for an angle point,
- N07°39'44"W, a distance of 16.28 feet (Record – N05°20'19"W~15.93') to a 20" Live Oak Tree found for an angle point,
- N53°30'23"E, a distance of 45.05 feet (Record – N53°33'32"E~44.39') to a 16" Elm Tree found for an angle point,
- N50°44'58"E, a distance of 112.25 feet (Record – N51°31'13"E~113.20') to a point for an angle point,
- N43°54'54"E, a distance of 323.31 feet (Record – N44°28'58"E~323.31') to a point for an angle point, and

N43°40'41"E, a distance of 254.11 feet (Record – N44°14'45"E~254.11') to 1/2" iron rod found for an angle corner of said Lot 116, the west corner of Lot 115 of River Chase Unit 1 as recorded in Volume 13, Pages 20-23, Map and Plat Records of Comal County, Texas, the north corner of said 317.86 acre tract, and the north corner of the herein described 637.72 acre tract;

THENCE: along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned River Oaks Unit 1, S46°43'54"E, a distance of 567.63 feet (Record – S46°05'13"E~567.75') to a 1/2" iron rod with aluminum cap found for the south corner of the aforementioned Lot 115, the west corner of Lot 114 of the aforementioned River Oaks Unit 1, and S46°46'11"E, a distance of 449.51 feet (Record – S46°06'05"E~449.27') to a 1/2" iron rod found for the south corner of said Lot 114, the west corner of Lots 29 and 30, Block 7, Texas Country Estates Unit 2 as recorded in Document No. 200806015205, Official Public Records of Comal County, Texas, an angle point of said 317.86 acre tract and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Texas Country Estates Unit 2, S46°36'26"E, a distance of 480.55 feet (Record – S46°01'15"E~481.05') to a 1/2" iron rod found, and S46°26'32"E, a distance of 741.51 feet (Record – S45°45'32"E~741.06') to a concrete post found for the south corner of Lot 35 of said Texas Country Estates Unit 2, the west corner of Lot 1 of Texas Country Estates Unit 1 as recorded in Volume 12, Pages 389-390, Map and Plat Records of Comal County, Texas, for an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Lot 1, S46°25'40"E, a distance of 305.63 feet (Record – S45°44'40"E~305.63') to a cotton spindle found for the south corner of said Lot 1, the west corner of Lot 2 of the aforementioned Texas Country Estates Unit 1, an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Lot 2, S46°22'39"E, a distance of 180.81 feet (Record – S45°45'10"E~180.89') to a 1/2" iron rod found for the south corner of said Lot 2, the west corner of Lot 3 of the aforementioned Texas Country Estates Unit 1, an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest lines of Lot 3, Lot 4, and Lot 5 of the aforementioned Texas Country Estates Unit 1, S46°23'29"E, a distance of 533.11 feet (Record – S45°40'48"E~193.88', S45°45'00"E~195.54', S45°45'42"E~143.61') to a 1/2" iron rod found for an angle point, and S46°21'26"E, a distance of 51.58 feet (Record – S45°38'53"E~51.57') to a 1/2" iron rod found for the south corner of said Lot 5, the west corner of Lot 6 of the aforementioned Texas Country Estates Unit 1, an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Lot 6, S46°23'20"E, a distance of 194.78 feet (Record – S45°45'19"E~194.89') to a 1/2" iron rod found for the south corner of said Lot 6, the west corner of Lot 7 of the aforementioned Texas Country Estates Unit 1, and angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;

- THENCE:** continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest line of the aforementioned Lot 7, S46°35'02"E, a distance of 255.96 feet (Record – S46°56'03"E~255.93') to a 1/2" iron rod found for the south corner of said Lot 7, the west corner of Lot 6 of Redland Mesa Unit 1 as recorded in Volume 12, Page 79, Map and Plat Records of Comal County, Texas, an angle point of said 317.86 acre tract, and an angle point of the herein described 637.72 acre tract;
- THENCE:** continuing along the northeast line of the aforementioned 317.86 acre tract and the southwest lines of Lots 1 through Lot 6 of the aforementioned Redland Mesa Unit One the following six (6) courses and distances:
- S46°18'48"E, a distance of 398.72 feet (Record – S45°48'46"E~172.98' / S45°31'16"E~224.42') to a 4" cedar post found for an angle point,
- S46°35'05"E, a distance of 398.16 feet (Record – S45°50'41"E~398.74') to a 4" cedar post found for an angle point,
- S46°23'54"E, a distance of 399.83 feet (Record – S46°00'09"E~398.95') to a 4" cedar post found for an angle point,
- S46°47'10"E, a distance of 397.21 feet (Record – S45°56'29"E~398.74') to a 1/2" iron rod found for the southwest corner of Lot 2, the west corner of Lot 1, and for an angle point, and
- S46°34'29"E, a distance of 534.52 feet (Record – S46°55'27"E~534.61') to a 1/2" iron rod found, and S49°40'49"E, a distance of 395.92 feet (Record – S49°01'50"E~395.89') to a 1/2" iron rod found in the west right-of-way line of the aforementioned F.M. 306 for the northeast corner of said 317.86 acre tract, the south corner of said Lot 1, and the northeast corner of the herein described 637.72 acre tract;
- THENCE:** along the west right-of-way line of the aforementioned F.M. 306 and the east line of the aforementioned 317.86 acre tract, S04°35'17"E, a distance of 331.16 feet (Record – S04°01'51"E~332.18') to a Texas Department of Transportation Type II concrete monument with brass disc, and S02°58'48"E, a distance of 652.33 feet (Record – S02°17'00"E~651.71') to a 1/2" iron rod found for the most easterly southeast corner of said 317.86 acre tract, the northeast corner of Lot 1 of the Lackey Subdivision as recorded in Volume 8, Page 399, Map and Plat Records of Comal County, Texas, and a southeast corner of the herein described 637.72 acre tract;
- THENCE:** leaving the west right-of-way line of the aforementioned F.M. 306, along a south line of the aforementioned 317.86 acre tract and the north line of the aforementioned Lot 1, N73°24'38"W, a distance of 381.22 feet (Record – N72°43'33"W~381.57') to a 1/2" iron rod found for an interior corner of said 317.86 acre tract, the northwest of said Lot 1, and an interior corner of the herein described 637.72 acre tract;
- THENCE:** along an east line of the aforementioned 317.86 acre tract and the west line of the aforementioned Lot 1, S16°32'11"W, a distance of 209.28 feet (Record – S17°13'46"W~209.31') to a 3" diameter pipe post found in the north line of the aforementioned 45.00 acre tract for a southeast corner of said 317.86 acre tract, the southwest corner of said Lot 1, and an interior corner of the herein described 637.72 acre tract;

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

Page 7 of 7

THENCE: along the north line of the aforementioned 45.00 acre tract and the south line of the aforementioned Lot 1, S73°27'03"E, a distance of 455.04 feet (Record – S73°34'48"E) to a 1/2" iron rod found in the west right-of-way line of the aforementioned F.M. 306 for the northeast corner of said 45.00 acre tract, the southeast corner of said Lot 1, and a northeast corner of the herein described 637.72 acre tract;


THENCE: along the west right-of-way line of the aforementioned F.M. 306 and the east line of the aforementioned 45.00 acre tract, S02°58'57"E, a distance of 312.31 feet (Record – S02°58'32"E~312.25') to a Texas Department of Transportation Type I concrete monument (busted at ground) found for an angle point, and S02°50'40"E, a distance of 211.74 feet (Record – S02°41'57"E~211.78') to a 1/2" iron rod with plastic cap stamped "B&A RPLS 2633" for the southeast corner of said 45.00 acre tract, the most easterly northeast corner of the aforementioned 94.89 acre tract, and an angle point of the herein described 637.72 acre tract;

THENCE: continuing along the west right-of-way line of the aforementioned F.M. 306 and the east line of the aforementioned 94.89 acre tract, S02°48'47"E, a distance of 600.38 feet (Record – S02°51'50"E~600.41') to the **PLACE OF BEGINNING** and containing 637.72 acres of land.

- Notes:
1. Basis of Bearing based on the Texas Coordinate System, South Central Zone (4204) NAD 83.
 2. A survey drawing of even date accompanies this Field Note Description.
 3. Record calls taken from Document No. 200606004009, Document No. 200706006148, Document No. 201806019921, and Document No. 201806019920, all of the Official Public Records of Comal County, Texas, and River Chase Unit 2 recorded in Volume 13, Pages 114-118, Map and Plat Records of Comal County, Texas.

I, Paul L. Myers, a Registered Professional Land Surveyor, do hereby certify that the above field notes were prepared using information obtained by an on the ground survey made under my supervision in January 2022.




Paul L. Myers
Registered Professional Land Surveyor
No. 6490 – State of Texas

Job #22008
January 28, 2022
PLM

Exhibit C

PARK AND TRAIL CONCEPT PLAN

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

CUDEENGINEERS.COM



4122 Fossil Hill Road, Suite 101
San Antonio, Texas 78231
P: 210.683.2121 F: 210.683.2122

LAND USE EXHIBIT

DATE

PROJECT NO.

DRAWN BY

CHECKED BY

REVISIONS

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

CUDE ENGINEERS

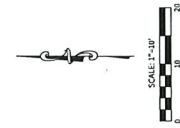
THEY: 210.683.2121

PLAT NO.

SAWS JOB NO.

1 OF 1

OF



LEGEND	
	LACKLEY TRACT
	100 YR FEMA FLOODPLAIN
	RESIDENTIAL (467.66 AC.)
	PARK DEDICATION (151.71 AC.)
	COMMERCIAL (18.73 AC.)



REPRODUCTION OF THE ORIGINAL MAPS AND PLANS IS PROHIBITED. ANY REPRODUCTION OF THE ORIGINAL MAPS AND PLANS WITHOUT THE WRITTEN PERMISSION OF CUDE ENGINEERS, INC. IS PROHIBITED. THE CLIENT, IN ORDER TO OBTAIN A COPY OF THE ORIGINAL MAPS AND PLANS, MUST CONTACT CUDE ENGINEERS, INC. FOR A COPY OF THE ORIGINAL MAPS AND PLANS.

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

APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT-DRAFT

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

