

LAUBACH SUBDIVISION – KLEIN ROAD DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is made and entered into by and between the CITY OF NEW BRAUNFELS, TEXAS, a Texas municipal corporation (“**City**”), and LAUBACH PARTNERS, LLC, a Texas limited liability company (“**Developer**”), effective as of the date City executes this Agreement after Developer first executes Agreement. (“Effective Date”).

WHEREAS, Developer submitted a “Master Plan” for the proposed development of the Laubach Subdivision, being more particularly described on the attached **Exhibit “A”** (the “**Subdivision**”); and

WHEREAS, Developer submitted a preliminary plat for Laubach Subdivision, Unit 4A (“**Unit 4A**”) (the “**Plat**”), as shown in **Exhibit “B”**; and

WHEREAS, The City, as part of the 2013 Bond Program, is currently in the construction phase of the Klein Road Improvements Project which will widen Klein Road from Walnut Avenue to FM 1044 to a 96-foot right-of-way section consisting of a 4-lane divided roadway (the “**Project**”).

WHEREAS, Developer desires to work with City to make traffic mitigation improvements to their subdivision entrance as determined by the development’s traffic impact analysis and as part of the Project, and has agreed to pay all the necessary design and construction costs; and

WHEREAS, the Developer has agreed to dedicate the necessary right-of-way and utility easements to accommodate the construction of the required traffic mitigation improvements;

NOW, THEREFORE, City and Developer agree as follows:

1. Survey and Engineering Design. Within thirty (30) days of the execution of this agreement, Developer shall deposit with the City of New Braunfels the sum of \$20,600.00 for the Engineering, Design and Survey costs associated with the requested modification to the Project. Upon receipt of the funds, the City shall engage the services of Trihydro Corporation to perform the scope of work described on the attached **Exhibit “C”**.

2. Cost of Construction. Upon delivery of the Engineering, Design and Survey from Trihydro Corporation, the City shall notify the Developer of the costs associated with constructing the modification. Upon receipt of the funds, the City shall execute a change order with the construction contractor for the Project to add the modification.

3. Right-of-Way Dedication. Upon delivery of Engineering, Design and Survey from Trihydro Corporation, the Developer shall convey the necessary right-of-way and utility easements as necessary to accommodate the modification. The City shall prepare and deliver to the Developer a General Warranty Deed and Public Utility Easement which shall be executed by the Developer within 10 days of delivery. There shall be no compensation due to the Developer for the conveyance of the right-of-way or utility easement. The right-of-way and utility easement shall be conveyed regardless of Developer’s intent to proceed with funding

construction of the modification.

4. Subsequent Event. In the event, the Developer elects to not move forward and fund the construction of the modification, City, after all provisions in this Agreement are met, shall assign each and every right of ownership of the Engineering, Design and Survey from Trihydro Corporation as it pertains to this modification to the Developer.

5. Default. It will be an "Event of Default" if either party fails to comply with any term, provision or covenant of this Agreement. A defaulting party shall have thirty (30) days after receiving written notice of an Event of Default from the non-defaulting party to cure the default, or such longer period as may be reasonably necessary if such default is not subject to cure within thirty (30) days so long as the defaulting party commences activities to cure such default within thirty (30) days and continues to diligently pursue such cure (such period of thirty (30) days or longer as may be applicable, the "Cure Period"). If the defaulting entity does not cure the default within the applicable Cure Period, and if a non-defaulting entity has not waived the default in writing, then after the expiration of the applicable Cure Period, the non-defaulting entity may, in its sole discretion, and without prejudice to any other right or remedy allowed under this Agreement, terminate this Agreement by written notice to the defaulting party or seek any other relief available at law or in equity, all of which are cumulative and are in addition to any other right or remedy given under this Agreement which may now or subsequently exist in law or in equity by statute or otherwise, and the exercise of any one remedy does not preclude the exercise of another. Notwithstanding any provision herein to the contrary, if notice of default has been given by one party to the other party, and the other party believes that it is not in default or there is a dispute as to whether the default has been cured, then the parties shall make a good faith effort to resolve the dispute before this Agreement is declared terminated or in default.

6. City Code of Ordinances/Enforcement. This Agreement is made subject to the existing provisions of the Charter of City, its rules and regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States. The parties agree that this Agreement will be performable in New Braunfels, Texas, and that if legal action is necessary to enforce this Agreement, exclusive venue shall lie in Comal County, Texas.

7. Notice. Any notice, communication, request, demand, reply or advice (severally and collectively referred to as "Notice") in this Agreement required or permitted to be given, made or accepted must be in writing. Notice may, unless otherwise specifically provided herein, be given or served (a) by depositing the same in a receptacle regularly maintained and serviced by the United States Postal Service, postage pre-paid, registered or certified, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party, or an agent of such party, in person or by commercial courier or (c) by regular mail, facsimile transmission, email or other commercially reasonable means addressed to the party to be notified. Notice sent by registered or certified mail in the manner hereinabove described shall be effective on the date of deposit as evidenced by the mail receipt stamped by the post office. Notice given in any other manner shall be effective only if and when received by the party to be notified. City's and Developer's respective legal counsel may give any notice on its client's behalf. For the purposes of Notice, the addresses of the parties shall, until changed as provided below, be as follows:

City: City Manager
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

With a copy to: City Attorney
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Developer: Laubach Partners, LLC

Attention: _____

With a copy to: _____

Attention: _____

The addresses and addressees, for the purpose of this Agreement, may be changed by City and Developer by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated herein will be deemed to continue in effect for all purposes.

8. Miscellaneous.

- a. This Agreement may be amended only by the written agreement of City and Developer.
- b. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- c. The findings and recitals in the recitals of this Agreement are hereby found to be true and correct and are hereby incorporated by reference as if set out in full.

Notary Public Signature

DEVELOPER:

LAUBACH PARTNERS, LLC

a Texas limited liability company

By: _____
Richard N. Beach

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me the ____ day of _____,
2018, by _____, _____ of Laubach Partners, LLC, a Texas
limited liability company, on behalf of said limited liability company.

(seal)

Notary Public Signature

EXHIBIT “A”
(Masterplan)



NOTE: UNCHANGED

ACREAGE SUMMARY (SOUTH)

RESIDENTIAL LOTS AND STREETS:	51.70 ACRES
<u>*OPEN SPACE (OS)/GREENBELT</u>	<u>26.26 ACRES</u>
TOTAL ACREAGE:	77.96 ACRES
RESIDENTIAL LOT DENSITY (301/77.96):	3.86 LOTS/ACRE
AVERAGE RESIDENTIAL LOT SIZE:	0.11 ACRES
LENGTH OF STREETS:	2.07 MILES

***ALL LOTS LABELED AS OPEN SPACE (O.S.) ON THIS PLAN SHALL BE
MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.**

D.A. MAWYER LAND SURVEYING, INC.
DREW MAWYER, R.P.L.S. - SURVEYOR
2700 ROLLING CREEK
SPRING BRANCH, TEXAS 78070
(210) 325-0858

D.A. MAWYER LAND SURVEYING, INC.
DREW MAWYER, R.P.L.S. - SURVEYOR
2700 ROLLING CREEK
SPRING BRANCH, TEXAS 78070
(210) 325-0858

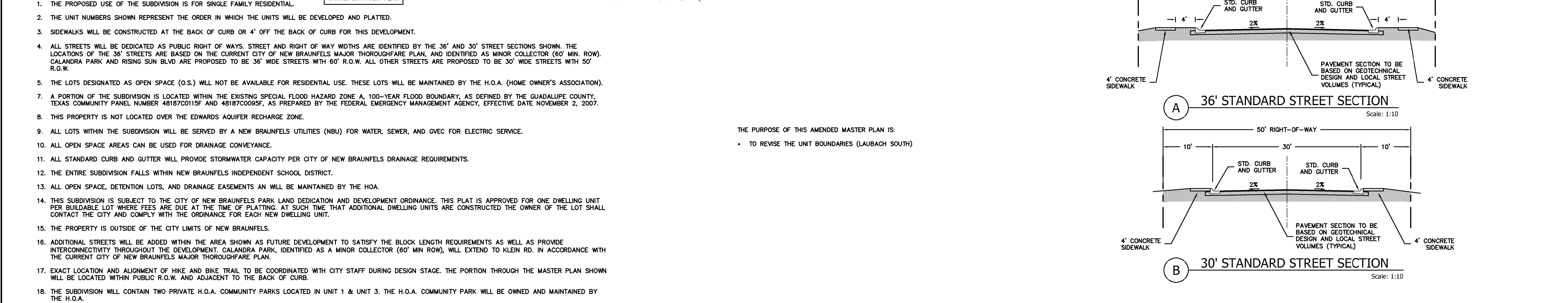
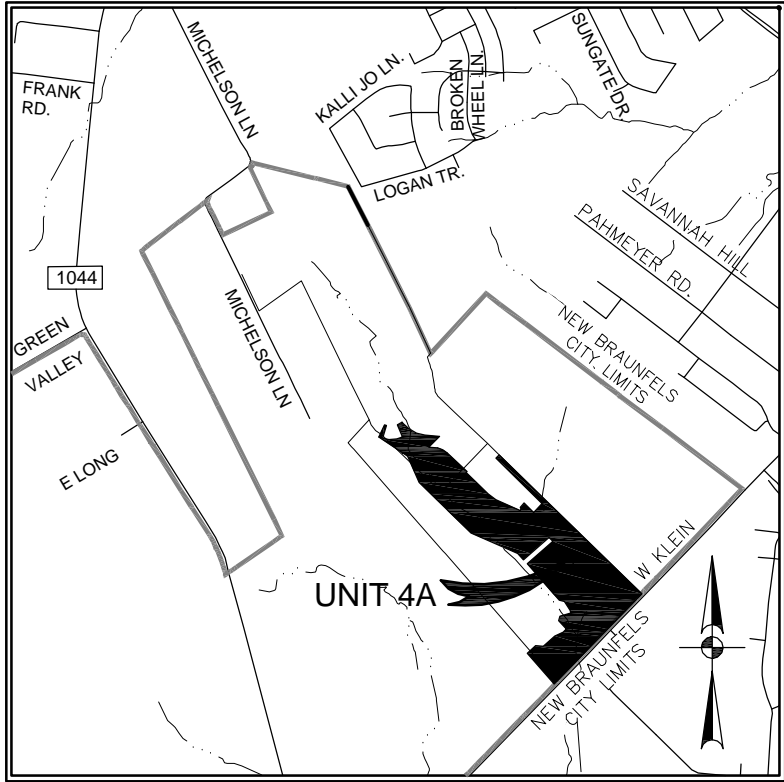


EXHIBIT “B”
(Laubach Subdivision Unit 4A Plat)

Drawing Name: N:\Projects\BEAC008 150oc Laubach Tract\Planning\Platting\Laubach Unit 4A.plt.dwg User: meloniewhaley Apr 17, 2018 -- 9:07am

PRELIMINARY PLAT ESTABLISHING
LAUBACH SUBDIVISION UNIT 4A

BEING 40.030 ACRES OF LAND FROM 77.960 ACRE TRACT OF LAND ALL SITUATED IN THE WILLIAM H. PATE SURVEY NO. 22, ABSTRACT NO. 259, AND SARAH DEWITT SURVEY NO. 48, ABSTRACT NO. 359, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF A 150.0 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 4277, PAGE 743 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

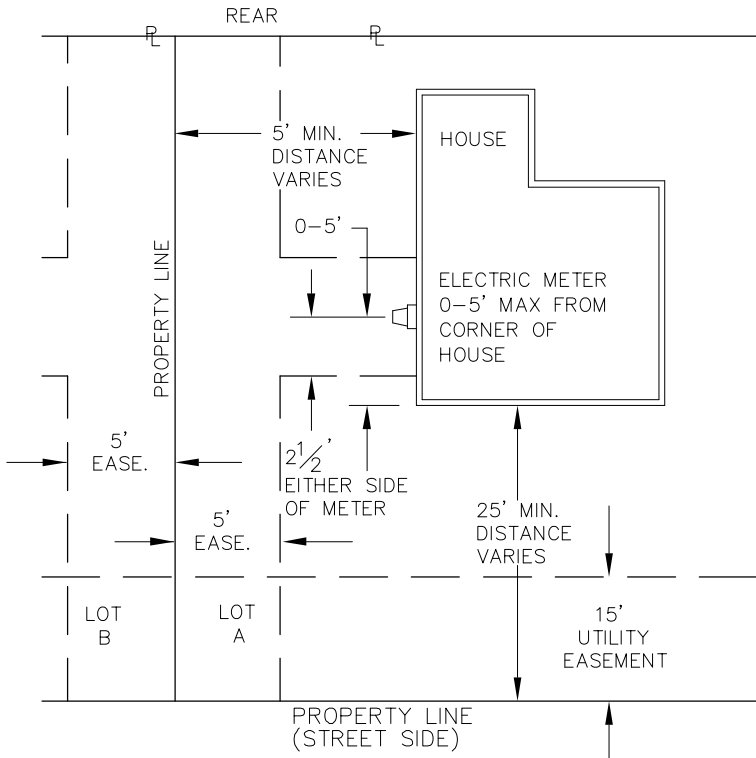


LOCATION MAP

SCALE: 1"=2,000'

NOTE: G.V.E.C. WILL MAINTAIN 5' EASEMENT FOR SERVICE ENTRANCE TO DWELLING. THIS EASEMENT WILL VARY DEPENDING UPON LOCATION OF DWELLING.

G.V.E.C. SHALL HAVE ACCESS TO THE METER LOCATIONS FROM THE FRONT YARDS WITH THE METER LOCATIONS NOT BEING LOCATED WITHIN A FENCED AREA.



**TYPICAL EASEMENT ON
INTERIOR PROPERTY LINE**

APPROVED THIS THE _____ DAY OF _____, 20____, BY
THE PLANNING COMMISSION OF THE CITY OF NEW BRAUNFELS, TEXAS.

CHAIRMAN

APPROVED FOR ACCEPTANCE

DATE PLANNING DIRECTOR

DATE CITY ENGINEER

STATE OF TEXAS
COUNTY OF GUADALUPE

I, _____ COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT
THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS
FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____, A.D. 2018, AT
M. AND DULY RECORDED THE _____ DAY OF _____, A.D. 2018, AT _____ M. IN THE
MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS IN VOLUME _____
PAGE _____, IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL
OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2018.

COUNTY CLERK, GUADALUPE COUNTY, TEXAS

DEPUTY

NOTES:

- ALL LOTS WITHIN THE SUBDIVISION WILL BE PROVIDED WATER BY GREEN VALLEY SPECIAL UTILITY DISTRIC (GVSUD) AND SEWER BY GBRA. ELECTRIC SERVICE WILL BE PROVIDED BY GUADALUPE VALLEY ELECTRIC COOPERATIVE.
- ALL STREETS ARE PROPOSED TO BE OF A LOCAL TYPE FUNCTIONAL CLASSIFICATION WITH 50 FOOT RIGHT-OF-WAYS UNLESS NOTED OTHERWISE. CALANDRA LARK AND STREET B ARE MINOR COLLECTORS AND HAVE A 60 FOOT RIGHT-OF-WAY.
- 4' SIDEWALKS AT THE BACK OF CURB WILL BE CONSTRUCTED FOR THIS DEVELOPMENT BY HOME BUILDER AT TIME OF BUILDING PERMIT ON ALL STREETS. 4' SIDEWALKS WILL BE CONSTRUCTED AT THE BACK OF CURB BY THE DEVELOPER AT THE TIME OF STREET CONSTRUCTION ALONG OPEN SPACE LOT 19 BLOCK 16, LOT 1 BLOCK 17, LOT 1 BLOCK 18, LOT 30 BLOCK 19, LOT 12 BLOCK 20, LOT 13 BLOCK 20 AND LOT 15 BLOCK 23. 4' SIDEWALKS WILL BE CONSTRUCTED AT THE BACK OF CURB BY THE DEVELOPER AT THE TIME OF STREET CONSTRUCTION ALONG HOA LOT 52 BLOCK 8 AND LOT 11 BLOCK 20.
- LOT 51 BLOCK 8, LOT 19 BLOCK 16, LOT 1 BLOCK 17, LOT 1 BLOCK 18, LOT 30 BLOCK 19, LOT 31 BLOCK 19, LOT 12 BLOCK 20 AND LOT 15 BLOCK 23, ARE OPEN SPACE/DETENTION EASEMENT LOTS AND ARE NON-BUILDABLE LOTS. LOT 52 BLOCK 8, LOT 53 BLOCK 8 AND LOT 11 BLOCK 20 ARE HOA LOTS. THESE LOTS WILL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION, THEIR SUCCESSOR'S OR ASSIGNS, AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF NEW BRAUNFELS OR GUADALUPE COUNTY.
- THE SUBDIVISION IS WITHIN THE NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT.
- ALL BEARINGS AND COORDINATES SHOWN HEREON ARE IN GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983. DISTANCES SHOWN HEREON ARE SURFACE USING COMBINED SCALE FACTOR OF 1.00015.
- MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION. MONUMENTS AND MARKERS WILL BE SET WITH 1/2" IRON PIN WITH PLASTIC CAP STAMPED "DAM #5348 PROP. COR." IMMEDIATELY AFTER COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
- LAUBACH SUBDIVISION UNIT 4A, DOES NOT FALL WITHIN THE CITY LIMITS OF THE CITY OF NEW BRAUNFELS.
- THE PROPOSED USE OF THE SUBDIVISION IS FOR SINGLE FAMILY RESIDENTIAL.
- LAUBACH SUBDIVISION UNIT 4A, ESTABLISHING A TOTAL OF 102 LOTS, WITH 90 LOTS BEING BUILDABLE.

- THIS SUBDIVISION IS SUBJECT TO THE CITY OF NEW BRAUNFELS PARK LAND AND DEDICATION ORDINANCE. THIS PLAT IS APPROVED FOR ONE DWELLING UNIT PER BUILDABLE LOT WITH A MAXIMUM OF 90 BUILDABLE LOTS. AT SUCH TIME THAT ADDITIONAL DWELLING UNITS ARE CONSTRUCTED THE OWNER OF THE LOT SHALL CONTACT THE CITY AND COMPLY WITH THE ORDINANCE FOR EACH NEW DWELLING UNIT.
- NO STRUCTURES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT, NO LANDSCAPING, FENCES, OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS SECTIONS OF THE DRAINAGE EASEMENTS OR DECREASES THE HYDRAULIC CAPACITY OF THE EASEMENT, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY ENGINEER. THE CITY OF NEW BRAUNFELS AND GUADALUPE COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.
- THE ELEVATION OF THE LOWEST FLOOR SHALL BE AT LEAST 10 INCHES ABOVE THE FINISHED GRADE OF THE SURROUNDING GROUND, WHICH SHALL BE SLOPED IN A FASHION SO AS TO DIRECT STORMWATER AWAY FROM THE STRUCTURE. PROPERTIES ADJACENT TO STORMWATER CONVEYANCE STRUCTURES MUST HAVE A FLOOR SLAB ELEVATION OR BOTTOM OF FLOOR JOISTS A MINIMUM OF ONE FOOT ABOVE THE 100-YEAR WATER FLOW ELEVATION IN THE STRUCTURE. DRIVEWAYS SERVING HOUSES ON THE DOWNHILL SIDE OF THE STREET SHALL HAVE A PROPERLY SIZED CROSS SWALE PREVENTING RUNOFF FROM ENTERING THE GARAGE AND SHALL PREVENT WATER FROM LEAVING THE STREET.
- NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM WHICH HAS BEEN APPROVED BY GREEN VALLEY SPECIAL UTILITY DISTRICT (GVSUD), AND A PUBLIC SEWER SYSTEM WHICH HAS BEEN APPROVED BY GBRA.
- MAINTENANCE OF DRAINAGE EASEMENT DESIGNATED WITHIN A LOT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
- A PORTION OF THE SUBDIVISION IS LOCATED WITHIN THE EXISTING SPECIAL FLOOD HAZARD ZONE A, 100-YEAR FLOOD BOUNDARY, AS DEFINED BY THE GUADALUPE COUNTY, TEXAS COMMUNITY PANEL NUMBER 48187C0115F, REVISED NOVEMBER 02, 2007 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. NO PORTION OF THE SUBDIVISION IS LOCATED WITHIN THE EXISTING SPECIAL FLOOD HAZARD ZONE A, 100-YEAR FLOOD BOUNDARY, AS DEFINED BY THE GUADALUPE COUNTY, TEXAS COMMUNITY PANEL NUMBER 48187C0115F, REVISED NOVEMBER 02, 2007 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

STATE OF TEXAS
COUNTY OF GUADALUPE

I, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS LAUBACH SUBDIVISION UNIT 4A, TO THE CITY OF NEW BRAUNFELS, COUNTY OF GUADALUPE, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER:
LAUBACH PARTNERS, LLC
1286 RIVER ROAD
NEW BRAUNFELS, TEXAS 78130

STATE OF TEXAS
COUNTY OF COMAL

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____DAY OF _____, 2018,

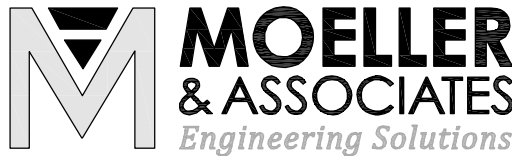
BY _____

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, DREW A. MAWYER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE UNDER MY SUPERVISION AND IN COMPLIANCE WITH CITY AND STATE SURVEY REGULATIONS AND LAWS AND MADE ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

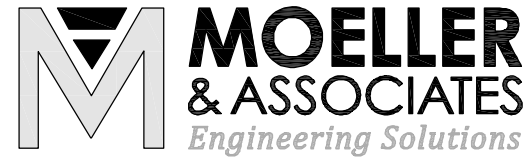
DREW A. MAWYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348
D.A. MAWYER LAND SURVEYING
5151 W. SH46
NEW BRAUNFELS, TEXAS 78132
FIRM #10191500



2021 SH 46W, Ste. 105
New Braunfels, TX 78132
ph: (830) 358-7127
www.ma-tx.com TBPE FIRM F-13351

LEGEND:
P.O.B. = POINT OF BEGINNING
B.L. = BUILDING SETBACK LINE
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
R.O.W. = RIGHT-OF-WAY
O.S. = OPEN SPACE LOT
PAGE MATCH LINE
1/2" IRON PIN SET
IRON PIN FOUND
TXDOT MONUMENT FOUND
AREA INSIDE DRAINAGE EASEMENT
HIKE AND BIKE TRAIL LOCATION

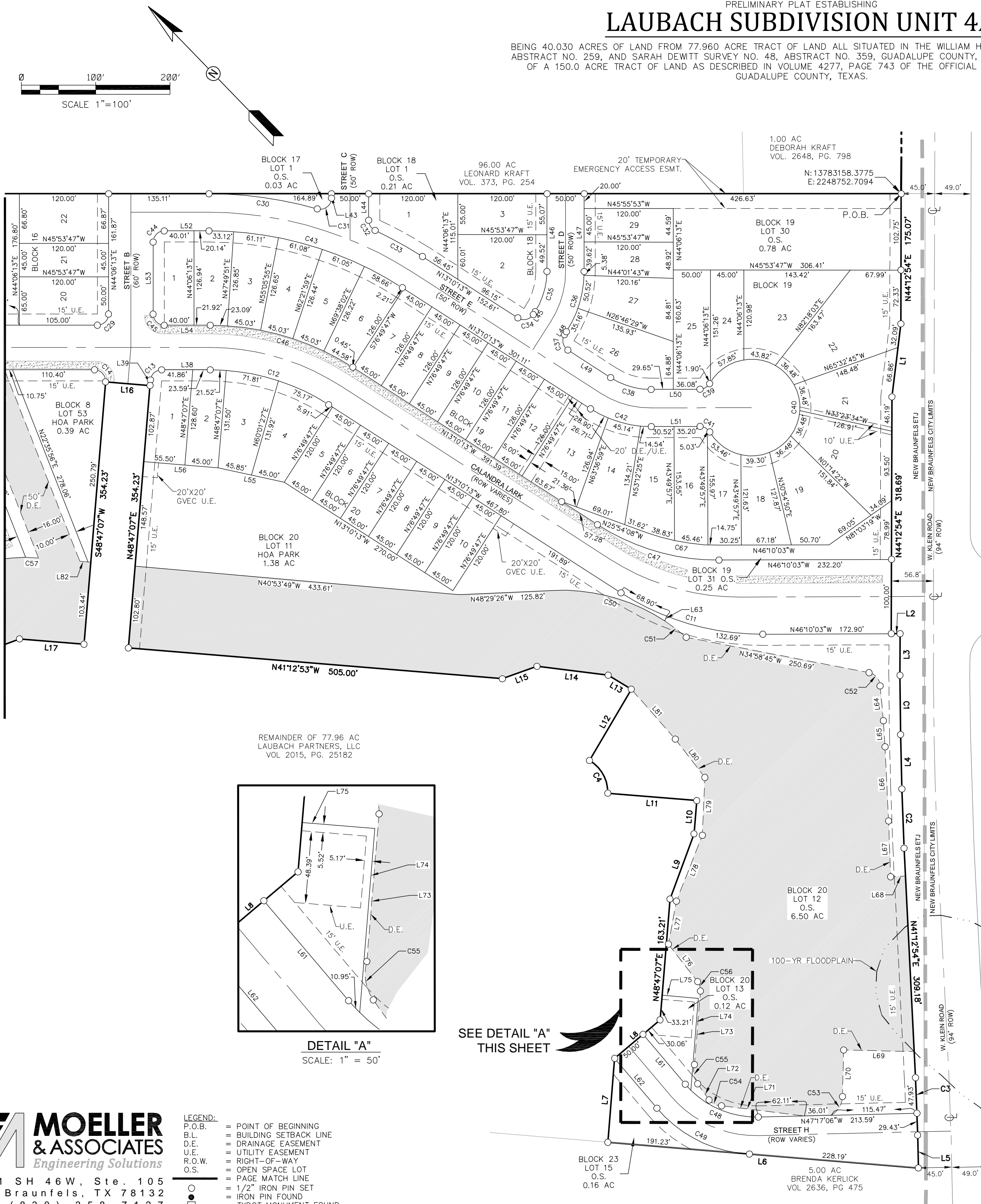
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2021 SH 46W, Ste. 105
New Braunfels, TX 78132
ph: (830) 358-7127
www.ma-tx.com TBPE FIRM F-13351

- LEGEND:
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 - 1/2" IRON PIN SET = PAGE MATCH LINE
 - IRON PIN FOUND = TXDOT MONUMENT FOUND
 - AREA INSIDE DRAINAGE EASEMENT = HIKE AND BIKE TRAIL LOCATION

MATCHLINE A-A
(SEE SHEET 3 OF 3)



LAUBACH SUBDIVISION UNIT 4A

PRELIMINARY PLAT ESTABLISHING
BEING 40.030 ACRES OF LAND FROM 77.960 ACRE TRACT OF LAND ALL SITUATED IN THE WILLIAM H. PATE SURVEY NO. 22, ABSTRACT NO. 259, AND SARAH DEWITT SURVEY NO. 48, ABSTRACT NO. 359, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF A 150.0 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 4277, PAGE 743 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

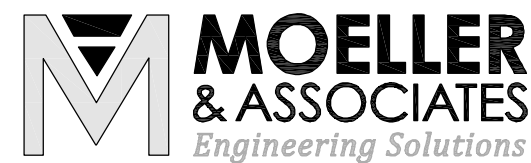
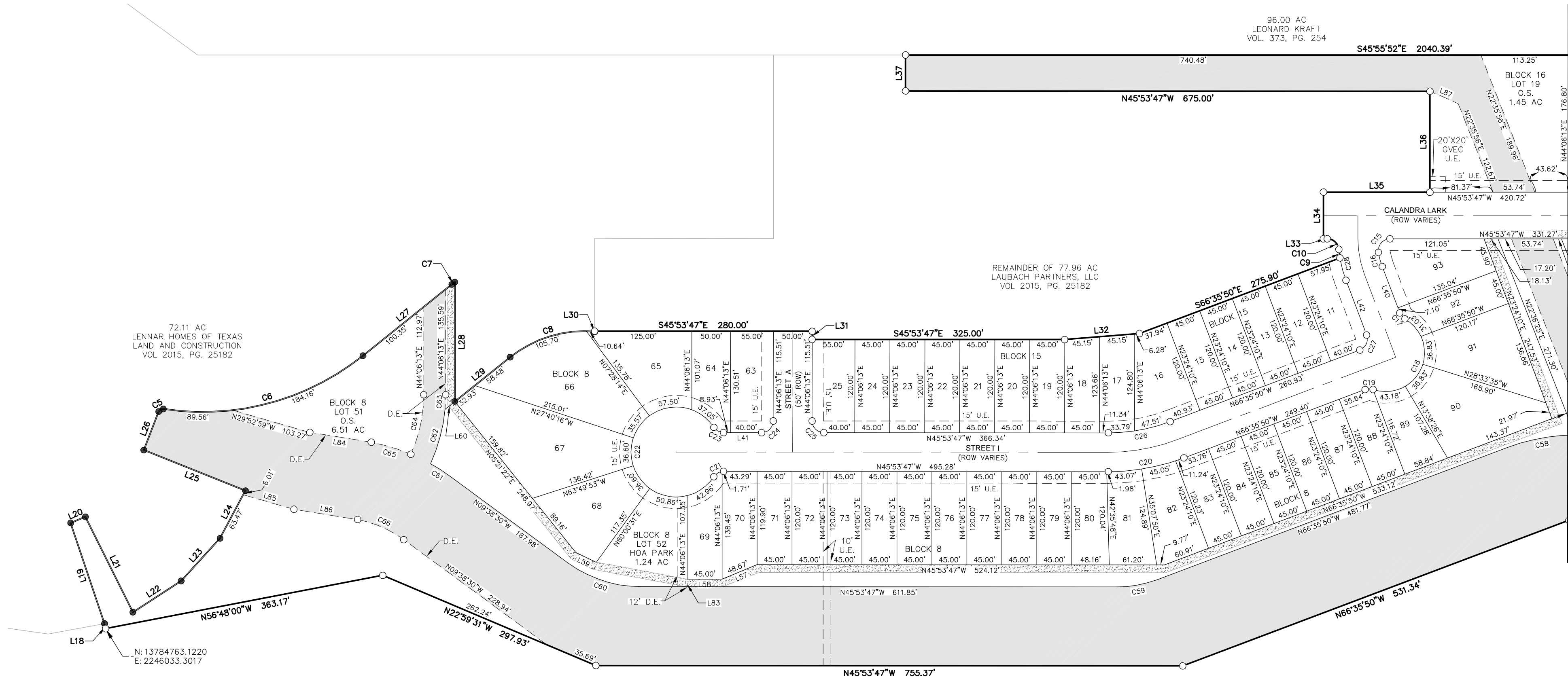
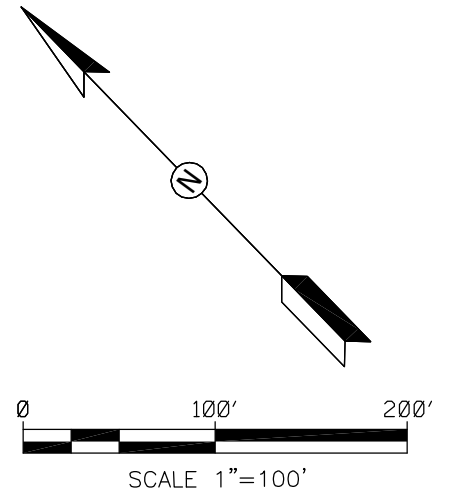
LINE TABLE		
LINE	LENGTH	BEARING
L1	98.95'	N51°03'28"E
L2	11.79'	N46°10'03"W
L3	56.14'	N44°12'54"E
L4	73.15'	N42°42'54"E
L5	44.20'	N42°42'54"E
L6	419.42'	N41°12'53"W
L7	113.39'	N48°44'41"E
L8	80.06'	S86°12'53"E
L9	93.40'	N64°17'49"E
L10	45.00'	N48°47'07"E
L11	120.08'	N41°12'53"W
L12	111.17'	N74°29'23"E
L13	36.39'	N14°45'27"W
L14	96.61'	N38°48'15"W
L15	49.45'	N65°42'27"W
L16	60.00'	N41°12'53"W
L17	86.96'	N41°12'53"W
L18	6.60'	N31°18'41"E
L19	136.63'	N25°28'22"E
L20	20.57'	S68°27'33"E
L21	137.18'	S17°36'32"W
L22	74.00'	S78°52'58"E
L23	74.32'	N86°25'28"E
L24	69.48'	N72°10'57"E
L25	140.91'	N24°08'12"W
L26	53.04'	N65°11'40"E
L27	146.68'	S84°38'38"E
L28	153.81'	S44°06'13"W
L29	91.41'	S84°38'38"E
L30	0.51'	N44°06'13"E
L31	10.51'	S44°06'13"W
L32	96.57'	S50°33'02"E
L33	5.00'	N45°53'47"W
L34	60.00'	N44°06'13"E
L35	136.99'	S45°53'47"E
L36	130.00'	N44°06'13"E
L37	46.28'	N44°06'13"E
L38	61.92'	N45°53'47"W
L39	7.37'	N48°47'07"E
L40	63.85'	N23°24'10"E
L41	48.93'	S45°53'47"W
L42	75.39'	N23°24'10"E
L43	5.98'	N44°06'13"E
L44	35.74'	N44°06'13"E
L45	4.64'	N76°49'47"E
L46	104.59'	N44°06'13"E
L47	104.62'	N44°06'13"E
L48	4.64'	N76°49'47"E
L49	68.50'	N13°10'13"W
L50	65.73'	N46°10'03"W
L51	65.73'	N46°10'03"W
L52	60.15'	N45°55'53"W
L53	96.92'	N44°06'13"E
L54	61.92'	N45°53'47"W
L55	90.85'	N33°44'36"W
L56	100.50'	N41°12'53"W
L57	48.67'	N68°17'34"W
L58	45.00'	N45°53'47"W
L59	29.21'	N20°16'13"W
L60	16.17'	N84°38'38"W
L61	87.98'	N03°47'07"E
L62	87.98'	N03°47'07"E
L63	6.77'	N64°34'08"E
L64	46.96'	N38°37'04"E
L65	35.19'	S40°25'13"W

LINE TABLE		
LINE	LENGTH	BEARING
L66	99.96'	N41°22'14"E
L67	75.06'	N41°53'07"E
L68	19.88'	N48°47'06"W
L69	95.01'	N44°34'05"W
L70	62.79'	N45°25'55"E
L71	112.35'	N38°58'51"W
L72	26.60'	N08°41'13"E
L73	99.47'	N48°47'07"E
L74	124.07'	N48°47'07"E
L75	49.03'	N41°12'53"W
L76	60.59'	N05°53'51"E
L77	58.88'	N54°38'45"E
L78	95.14'	N65°33'36"E
L79	77.89'	N46°33'48"E
L80	65.18'	N06°24'44"E
L81	89.48'	N02°40'14"E
L82	14.72'	N40°53'49"W
L83	4.50'	N44°06'13"E
L84	80.13'	N36°48'16"W
L85	67.79'	N29°58'35"W
L86	83.08'	N36°48'16"W
L87	39.71'	N22°20'29"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD LENGTH	CHORD BEARING
C1	79.71'	3045.00'	1°30'00"	39.86'	79.71'	S43°27'54"W
C2	79.72'	3045.00'	1°30'00"	39.86'	79.71'	S41°57'54"W
C3	77.36'	2955.00'	1°30'00"	38.68'	77.36'	N41°57'54"E
C4	52.90'	50.00'	60°37'13"	29.23'	50.47'	N14°48'00"E
C5	7.46'	5.50'	77°41'12"	4.43'	6.90'	N75°57'44"W
C6	273.72'	330.00'	47°31'30"	145.29'	265.94'	S60°52'53"E
C7	4.86'	270.00'	1°01'52"	2.43'	4.86'	S84°07'42"E
C8	116.34'	154.53'	43°08'14"	61.08'	113.61'	S62°47'20"E
C9	11.06'	150.00'	4°13'27"	5.53'	11.06'	S36°54'04"W
C10	22.23'	15.00'	84°54'35"	13.72'	20.25'	N03°26'30"W
C11	201.57'	350.00'	32°59'50"	103.67'	198.80'	N29°40'08"W
C12	168.50'	295.00'	32°43'34"	86.62'	166.22'	N29°32'00"W
C13	22.34'	15.00'	85°19'05"	13.82'	20.33'	N88°33'20"W
C14	24.79'	15.00'	94°40'55"	16.28'	22.06'	N01°26'40"E
C15	26.16'	15.00'	99°55'04"	17.85'	22.97'	N84°08'41"E
C16	18.82'	100.00'	10°46'59"	9.44'	18.79'	N28°47'40"E
C17	10.40'	15.00'	39°42'54"	5.42'	10.19'	N03°32'43"E
C18	147.86'	50.00'	169°25'49"	540.54'	99.57'	N68°24'10"E
C19	10.40'	15.00'	39°42'54"	5.42'	10.19'	N46°44'23"W
C20	99.36'	275.00'	20°42'03"	50.23'	98.82'	N56°14'49"W
C21	14.86'	15.00'	56°46'26"	8.11'	14.26'	N74°17'00"W
C22	297.16'	58.00'	293°32'52"	37.99'	63.56'	N44°06'13"E
C23	14.86'	15.00'	56°46'26"	8.11'	14.26'	N17°30'34"W
C24	23.56'	15.00'	90°00'00"	15.00'	21.21'	N89°06'13"E
C25	23.56'	15.00'	90°00'00"	15.00'	21.21'	N00°53'47"W
C26	81.29'	225.00'	20°42'03"	41.09'	80.85'	N56°14'49"W
C27	23.56'	15.00'	90°00'00"	15.00'	21.21'	N68°24'10"E
C28	40.87'	150.00'	15°36'37"	20.56'	40.74'	N31°12'29"E
C29	23.56'	15.00'	90°00'00"	15.00'	21.21'	N89°06'13"E
C30	147.66'	531.00'	15°55'59"	74.31'	147.19'	N37°57'53"W
C31	27.72'	15.00'	105°53'54"	19.87'	23.94'	N82°56'51"W
C32	17.05'	15.00'	65°08'13"	9.58'	16.15'	N11°32'06"E
C33	72.87'	531.00'	7°51'48"	36.49'	72.82'	N17°06'07"W
C34	23.56'	15.00'	90°00'00"	15.00'	21.21'	N58°10'13"W
C35	57.12'	100.00'	32°43'34"	29.36'	56.34'	N60°28'00"E
C36	85.68'	150.00'	32°43'34"	44.04'	84.52'	N60°28'00"E
C37	23.56'	15.00'	90°00'00"	15.00'	21.21'	N31°49'47"E
C38	57.59'	100.00'	32°59'50"	29.62'	56.80'	N29°40'08"W
C39	15.71'	15.00'	60°00'00"	8.66'	15.00'	N76°10'03"W
C40	340.34'	65.00'	300°00'00"	37.53'	65.00'	N43°49'57"E
C41	15.71'	15.00'	60°00'00"	8.66'	15.00'	N16°10'03"W
C42	86.39'	150.00'	32°59'50"	44.43'	85.20'	N29°40'08"W
C43	275.03'	481.00'	32°45'40"	141.39'	271.30'	N29°33'03"W
C44	23.55'	15.00'	89°57'55"	14.99'	21.21'	N89°05'10"E
C45	23.56'	15.00'	90°00'00"	15.00'	21.21'	N00°53'47"W
C46	202.77'	355.00'	32°43'34"	104.23'	200.02'	N29°32'00"W
C47	172.77'	300.00'	32°59'50"	88.86'	170.40'	N29°40'08"W
C48	111.42'	125.00'	51°04'13"	59.72'	107.77'	N21°44'59"W
C49	142.80'	175.00'	46°45'14"	75.65'	138.87'	N19°35'29"W
C50	156.65'	252.14'	35°35'46"	80.94'	154.14'	N30°28'55"W
C51	36.35'	252.14'	8°15'39"	18.21'	36.32'	N08°33'13"W
C52	25.12'	18.17'	79°12'13"	15.04'	23.17'	N04°21'51"E
C53	30.77'	29.58'	59°36'02"	16.94'	29.41'	N75°13'57"E
C54	19.26'	21.43'	51°30'13"	10.34'	18.62'	N20°50'55"W
C55	27.11'	30.03'	51°43'27"	14.56'	26.20'	N34°32'56"E
C56	13.47'	18.00'	42°53'09"	7.07'	13.16'	N27°20'25"E
C57	17.51'	242.42'	4°08'20"	8.76'	17.51'	N43°26'48"W
C58	89.01'	250.50'	20°21'36"	44.98'	88.55'	N56°25'02"W
C59	54.01'	149.50'	20°42'03"	27.30'	53.72'	N56°14'49"W
C60	100.77'	159.25'	36°15'17"	52.13'	99.09'	N27°46'09"W
C61	29.95'	250.50'	6°50'59"	14.99'	29.93'	N13°12'41"W
C62	72.03'	214.09'	19°16'42"	36.36'	71.70'	N58°49'16"E
C63	18.98'	214.09'	5°04'42"	9.49'	18.97'	N46°38'34"E
C64	78.97'	185.91'	24°20'16"	40.09'	78.38'	N56°16'21"E
C65	53.32'	272.49'	11°12'41"	26.75'	53.23'	N29°11'15"W
C66	65.26'	149.50'	25°00'40"	33.16'	64.74'	N22°20'05"W
C67	99.03'	280.00'	20°15'55"	50.04'	98.52'	S36°02'06"E

PRELIMINARY PLAT ESTABLISHING
LAUBACH SUBDIVISION UNIT 4A

BEING 40.030 ACRES OF LAND FROM 77.960 ACRE TRACT OF LAND ALL SITUATED IN THE WILLIAM H. PATE SURVEY NO. 22, ABSTRACT NO. 259, AND SARAH DEWITT SURVEY NO. 48, ABSTRACT NO. 359, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF A 150.0 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 4277, PAGE 743 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.



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New Braunfels, TX 78132
ph: (830) 358-7127
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LEGEND:
P.O.B. = POINT OF BEGINNING
B.L. = BUILDING SETBACK LINE
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
R.O.W. = RIGHT-OF-WAY
O.S. = OPEN SPACE LOT
PAGE MATCH LINE
1/2" IRON PIN SET
IRON PIN FOUND
TXDOT MONUMENT FOUND
AREA INSIDE DRAINAGE EASEMENT
HIKE AND BIKE TRAIL LOCATION

NOTE:
FOR CURVE TAG TABLE AND LINE TAG TABLE SEE SHEET 2 OF 3

EXHIBIT “C”
(TriHydro Scope of Work)



March 19, 2018

Mr. Nate Garza, Capital Projects Manager
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

RE: Laubach Entry Road – W. Klein Road Design Revisions
Change Order No. 3 Fee Proposal

Dear Mr. Garza:

Trihydro has prepared this change order fee proposal for revisions to the W. Klein Road design, as requested by the City of New Braunfels (City) on March 2, 2018. This change order includes professional services to update the 100% W. Klein Road Plans issued for bid on November 12, 2017 to include survey and design revisions required to incorporate the Laubach Subdivision development. Our understanding of the changes needed include the following:

- Incorporate two entry/exit accesses
- Incorporate a right-turn lane on W. Klein Road accommodating the main entry/exit
- Adjust the right-of-way (ROW) for W. Klein Road to accommodate the new right-turn lane
- Adjust the utility easement located adjacent to the ROW
- Prepare new legal descriptions and exhibits for the ROW and utility easement adjustments
- Survey and place ROW pins for the new jog in ROW (estimated 2 pins)
- Adjust storm drain inlet and lateral pipe
- Incorporate 2 24-inch casing pipe for waterline crossings
- Incorporate casing pipe for sanitary sewer crossing
- Coordinate with the City and utility companies regarding utility easement adjustment

Our proposed scope of service is as follows:

Project Management, Coordination, and Meetings

This task includes client communications, project team coordination, utility company coordination, and additional meetings. Trihydro will host a project kick-off meeting with the City and the Laubach



Mr. Nate Garza
March 15, 2018
Page 2

Subdivision design engineer to discuss entrance locations and utility crossing locations. Our fee assumes that the Laubach Subdivision preliminary plat will be provided to Trihydro for survey and legal description preparation and verification of access locations. We have also assumed that these locations are well-defined and won't be changed once discussed at the initial kick-off meeting. Additionally, this task includes two meetings for City review/discussion and utility coordination.

Plan Set Revisions

Trihydro will incorporate the design elements listed above to provide access to the proposed Laubach Subdivision. The Laubach design engineer provided CAD files to Trihydro on March 9th, 2018.

Trihydro will verify at the kick-off meeting that we have the latest version of the CADD files for our design work. This task includes the updates required to the drainage design and associated plan sheets as a result of the two additional entrances and right-turn lane into the W. Klein Road plans. We will also update quantities and provide a construction cost estimate and submit to the City.

Survey Legal Descriptions, Exhibits and Fieldwork

Trihydro will prepare revised ROW and utility easement legal descriptions and exhibits required for the right-turn lane. Our fee also includes setting pins for the ROW jog that is required to accommodate this adjustment.

Based on the information provided above and our cost assumptions presented in Table 1-1, the total change order request for this work is \$20,600. We appreciate your consideration of this change order. Please let us know if you have questions or comments.

Sincerely,
Trihydro Corporation

Pat Lackey, P.E.
Project Manager

702-407-000

Attachment



**TABLE 1-1. FEE ASSUMPTIONS
CITY OF NEW BRAUNFELS – LAUBACH DEVELOPMENT
NEW BRAUNFELS, TEXAS**

Klein Road Laubach Change Order

Project Management, Coordination, and Meetings

Activities

- Project kick-off meeting with City of New Braunfels (City) and Laubach design engineer
- 1 meeting with the City
- 1 utility coordination meeting including the City to review utility easement adjustment

Assumptions

- Developer Engineer will provide the location of the road and entrances and preliminary plat
- Once entrance locations are well-defined and won't be moved
- Developer Engineer and GVSUD will provide location utility crossings for casing installation

Plan Set Revisions

Activities

- Incorporate the Laubach Development entrances (curb cut) and Right-turn lane as provided in CAD files by development Engineer.
- Incorporate utility casings for utility crossings in the design
- Modify drainage design as necessary to incorporate entrances and turning lanes
- Revise and update Klein Road ROW and Utility Easement lines
- Revise approximately 38 sheets effected by the changes within the Klein Road 100% plan set and issue to the contractor
- QA/QC review
- Provide Construction Cost Estimate and Specifications for revisions
- Coordinate with Klein Road Contractor to prepare a change order cost proposal
- Evaluate Contractor Change Order proposal, coordinate with Contractor if revisions are needed
- Prepare Change Order Package to the Klein Road Reconstruction Contractor and the City

Assumptions

- Two reviews submittals with the City of New Braunfels.
- Two reviews by Developer's Engineer
- Project design will comply with current City standards and specifications



**TABLE 1-1. FEE ASSUMPTIONS
CITY OF NEW BRAUNFELS – LAUBACH DEVELOPMENT
NEW BRAUNFELS, TEXAS**

Survey legal Descriptions, Exhibits and Fieldwork

Activities

- Prepare Right of Way legal descriptions and exhibits for two parcels for the City
- Prepare Utility Easement legal descriptions and exhibits for two parcels for the City
- Locate and set pins for adjusted ROW (2 pins)

Assumptions

- Preliminary Plat will be provided to Trihydro for ROW and utility easement tie purposes