



**CITY OF NEW BRAUNFELS, TEXAS
PLANNING COMMISSION MEETING**



**CITY HALL - COUNCIL CHAMBERS
550 LANDA STREET**

MONDAY, JUNE 21, 2021 at 6:00 PM

**To participate via zoom use the link: <https://us02web.zoom.us/j/86387164095>
or call (833) 926-2300 with 86387164095. Instructions for participation, use
link**

<https://www.nbtexas.org/2722/Planning-Commission-Online-Meeting-Guide>.

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 4. CITIZENS' COMMUNICATIONS**

This time is for citizens to address the Planning Commission on any issues or items NOT on the agenda. It is a violation of the Texas Open Meetings Act for the Commission to address, discuss or take action on any items not on the agenda. In addition to this venue, citizens may also email any comments to planning@nbtexas.org. Emailed comments will be distributed to the Planning Commission.

5. CONSENT AGENDA

All items listed below are considered to be routine and non-controversial by the Planning Commission and will be approved by one motion. There will be no separate discussion of these items unless a Planning Commissioner or citizen so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business.

6. INDIVIDUAL ITEMS FOR CONSIDERATION

- A) Public hearing, discussion and possible recommendation of the Mayfair Development Agreement, Development and Design Control Document (DDCD) and related exhibits

Jeff Jewell, Economic and Community Development Director

- 7. STAFF REPORT**
- 8. ADJOURNMENT**

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at the New Braunfels City Hall.

Board Liaison

NOTE: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 221-4010 at least two (2) work days prior to the meeting so that appropriate arrangements can be made.

6/21/2021

Agenda Item No. A)

PRESENTER:

Jeff Jewell, Economic and Community Development Director

SUBJECT:

Public hearing, discussion and possible recommendation of the Mayfair Development Agreement, Development and Design Control Document (DDCD) and related exhibits

DEPARTMENT: Economic and Community Development, Planning and Development Services**COUNCIL DISTRICTS IMPACTED:** N/A**BACKGROUND INFORMATION:**

In 2019, the Texas General Land Office (GLO) solicited proposals for the sale and development of approximately 2,400 acres owned by the state agency. This property is located just north of the city limits of New Braunfels along both the east and west sides of IH 35, within the city's extra territorial jurisdiction (ETJ). In 2020, Southstar Communities, a New Braunfels based developer, began discussions with the City. They sought to negotiate an agreement outlining roles and responsibilities of both the City and the development project. This agreement defines what regulations will govern the development, and how the City will review the project and grant approvals to new developments within the property boundaries. This development agreement covers just under 1,900 acres of the original 2,400, and proposes a mix of residential, commercial and public uses.

Given that the project is within the ETJ, the City's ability to regulate development is limited. Development located within the City's ETJ would not typically have zoning, landscaping requirements, building permit reviews or building safety inspections, and only development regulations associated with platting property would apply. While there are some requirements for projects to meet county fire code, residential projects are not required to obtain building permits to certify adequate construction, provide drainage mitigation, park land, or a host of other reviews developments in the city currently receive. However, the creation of a special district authorized by the City Council provides for an opportunity to exercise governance and impose regulatory requirements on the project not allowed otherwise.

SouthStar Communities proposes to create a Water Improvement District (WID). The enabling legislation requires the WID to enter a development agreement with New Braunfels prior to its creation. The legislation provides the WID with the authority to impose an assessment to pay for drainage, roads, water and sewer utilities, parks and other items appropriate by law. The assessment's purpose is to provide a reimbursement process to developers for the construction of a variety of public facilities. The Development Agreement authorizes the City to exercise some level of governance over the project on a long-term basis. As a regulatory and legal document, the Development Agreement provides for specific project requirements and processes, to include:

-
- document definitions;
 - entitlement and permitting processes;
 - land uses residential unit limits (6,000);
 - conditions for when the project must be reviewed by City Council or Planning Commission;
 - traffic and roadway impacts and reviews;
 - park commitments and delivery schedules;
 - bond issuance limits and procedures;
 - annexation;
 - deed restrictions; and
 - utility commitments.

The proposed development will include the following:

- NBU utility service
- 300 acres of public parkland and open space
- Over 13 miles of trails
- Sites for up to four new Comal ISD schools
- 160-acre Employment Center along IH 35
- Up to 6,000 residential units
- Diversity score to encourage a variety of housing types
- Connectivity score
- 17 miles of shared paths and 3 miles of separate bike lanes
- East-west IH 35 Underpass
- Improved and New roadways
- Vegetative stream buffers

ISSUE:

Recommendation of Development and Design Control Document

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the Mayfair project.

DEVELOPMENT AGREEMENT BETWEEN
CITY OF NEW BRAUNFELS AND
SOUTHSTAR AT MAYFAIR, LP
FOR PROPOSED MAYFAIR DEVELOPMENT

Full Execution Date:
_____, 2021

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	BETWEEN
	§	CITY OF NEW BRAUNFELS
COUNTY OF COMAL	§	AND SOUTHSTAR AT MAYFAIR,
	§	LP
	§	FOR PROPOSED MIXED USE
CITY OF NEW BRAUNFELS	§	DEVELOPMENT

THIS DEVELOPMENT AGREEMENT, (this “Agreement”) effective as of the Effective Date, is entered into by and between The City of New Braunfels, a Texas Home Rule Municipal Corporation (the “City”), and Southstar at Mayfair, LP, a Delaware limited partnership (the “Owner”), pursuant to the authority granted to the City by its powers as a home rule municipal corporation and the general laws of the State of Texas including § 212.172 of the Texas Local Government Code.

RECITALS

- A. Capitalized terms in these recitals have the meaning set forth in Section 0 of this Agreement.
- B. The Owner is a party to certain agreements that give the Owner options to purchase the Property, which is located in the ETJ and wholly within the boundaries of the District;
- C. By Consent Resolution entitled “Resolution of City of New Braunfels, Texas Consenting to the Creation of Comal County Water Improvement District No. 3, which is in the Extraterritorial Jurisdiction of the City,” the City will consent to the creation of the District and the inclusion of the Property within the District;
- D. Pursuant to Chapters 212 and 232 of the Texas Local Government Code, the City and Comal County, Texas are parties to that certain Interlocal Cooperation Agreement Between Comal County and City of New Braunfels For Subdivision Regulation Within the Extraterritorial Jurisdiction of the City of New Braunfels, dated January 18, 2008, whereby the County assigned and delegated to the City the County’s authority to approve subdivision plats and issue related permits for property within the ETJ pursuant to the terms and conditions therein;
- E. The City has established the Comprehensive Plan to guide the City in future growth and development, and the City and the Owner have determined that it is in the best interest of the City and the Owner for the Property to be developed in accordance with this Agreement;
- F. This Agreement is entered into pursuant to Chapter 380 of the Texas Local Government Code to promote state or local economic development and to stimulate business and commercial activity in accordance with § 380.001, and this Agreement is further authorized by § 212.172 of the Texas Local Government Code and § 118-4 of the Code of Ordinances, which allow the City to enter agreements affecting land in the ETJ;
- G. The City and Owner desire to enter into this Agreement establishing a structure for development of the Property, as well as the regulations that will govern such development;

including but not limited to provision of emergency services; provision of solid waste collection; traffic and roadway impacts; debt to be issued by the District, plan for division of the District; fire flow; prohibition against certain retail utilities; an agreement to comply with the City's building codes and ordinances, public health and safety codes and ordinances, and environmental regulation codes and ordinances; and an agreement to comply with the City's land use regulations as described hereunder;

H. The Landowner has executed this Agreement to evidence its consent to have the Property developed in accordance with this Agreement;

I. Pursuant to Section 8489.109 of the Creation Statute, upon the Full Execution Date, the ETJ of the City may be extended in accordance with Section 42.021(2) of the Texas Local Government Code; and

J. The City Council approved this Agreement on _____, 2021.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and the Owner hereby agree as follows:

1. **FINDINGS AND RECITALS.** The facts and recitations contained in the preamble of this Agreement are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Agreement is consistent with the policies and objectives of the City's Comprehensive Plan.
2. **DEFINITIONS.** For the purposes of this Agreement, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed in this Section 0. All terms used herein, whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.
 - 2.1. **Agreement** – This Development Agreement, including any and all exhibits attached to this Agreement, which are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
 - 2.2. **Alternative Development Standard(s)** – A standard above the Minimum Development Standard that is based upon design principles or objectives that cannot be fully measured until an Application is submitted. An Applicant may elect to submit an Application using Alternative Development Standards, provided that if the Planning Director does not recommend approval of any Alternative Development Standard (if the Planning Director is designated to provide Approval) or the City Council does not approve the Alternative Development Standard (if the City Council is designated to provide Approval), the Applicant may revert to the Minimum Development Standard and the Application will then be measured solely on the grounds of whether it satisfies the applicable Minimum Development Standard.

- 2.3. Applicant – An individual or entity that (a) applies for approval of a Major or Minor Amendment to the Master Framework Plan, Sector Plan, Sector Plan TIA, Major or Minor Amendment to a Sector Plan, Preliminary Plat, Final Plat, Final Plat TIA, Building Permit or any other City approval or permit applicable to the Project, or (b) is the Owner, as applicable.
- 2.4. Applicant's Notice of Amendment – The notice described in Section 4.1.2(C)(2).
- 2.5. Application – An application for a Major or Minor Amendment to the Master Framework Plan, Sector Plan, Major or Minor Amendment to Approved Sector Plan, Preliminary Plat (if any), Final Plat, Building Permit, and/or any other City application applicable to the Project.
- 2.6. Approval – An Approved Sector Plan, an Approved Sector Plan TIA, an Approved Preliminary Plat, an Approved Final Plat, an Approved Final Plat TIA, an Approved Building Permit, and/or any other City approval or permit applicable to the Project.
- 2.7. Approved Building Permit – A Building Permit within the Project, or required by the City in connection with the Project, that has been approved in accordance with Section 4.2 below and the City Code of Ordinances at the time the Final Plat is submitted.
- 2.8. Approved Final Plat – A Final Plat within the Project that has been approved in accordance with Section 4.1.4 below and the City Code of Ordinances at the time the Final Plat is submitted.
- 2.9. Approved TIA – TIA within the Project that has been approved by the City Engineer.
- 2.10. Approved Preliminary Plat – A Preliminary Plat within the Project that has been approved in accordance with Section 4.1.3 below and the City Code of Ordinances at the time the Preliminary Plat is submitted.
- 2.11. Approved Sector Plan – A Sector Plan within the Project that has been approved by the Planning Commission or City Council in accordance with Section 4.1.2.
- 2.12. Approved Sector Plan TIA – A Sector Plan TIA within the Project that has been approved in accordance with Section 6.2 by the City Engineer.
- 2.13. BMP – a Best Management Practice: a schedule of activities, prohibitions, practices, maintenance procedures, and other management practices to prevent or reduce the pollution of water in the state or other BMPs that may be allowed from time to time by the TCEQ or in amendments to Texas Administrative Code Volume 30, TCEQ Chapter 213 or the TCEQ technical guidance. BMPs are those measures that are reasonable and necessary to protect groundwater and surface water quality, as provided in technical guidance prepared by the

executive director of the TCEQ or other BMPs described or allowed in the Development Standards.

- 2.14. Building Code – the set of International Building Codes most recently adopted by the City and currently referenced in Chapter 14 of the City Code of Ordinances, as such codes may change from time to time.
- 2.15. Building Official – The Building Official or Chief Building Official or his/her designee of the City.
- 2.16. Building Permit – A Building Permit application submitted in accordance with Section 4.2 and the City Code of Ordinances as it exists on the date of the application.
- 2.17. Build-Out – The permanent completion of all sales and development activities relating to the Project by the Owner.
- 2.18. CC&Rs - Covenants, Conditions and Restrictions or other deed restrictions imposed on any portion of the Property and recorded in the real property records of Comal County by the Owner and establishing one or more Homeowners Associations.
- 2.19. Charter – The City Charter of the City.
- 2.20. City – The City of New Braunfels, a Texas Home Rule Municipal Corporation, located in Comal and Guadalupe Counties, Texas.
- 2.21. City Council – The elective body of the City, as such term is defined in Section 1.02 of the Charter.
- 2.22. City Engineer – The designated City Engineer for the City.
- 2.23. City Council Sector Plan Determinations – Determinations made by the City Council as to whether the Sector Plan meets the Conforming Standards.
- 2.24. City Code of Ordinances – The City of New Braunfels Code of Ordinances, as may be amended from time to time; and, with regard to Applications, as in effect at the time of each Application.
- 2.25. Comprehensive Plan – The Comprehensive Plan adopted by the City Council, as amended from time to time.
- 2.26. Conforming Standards – The collective requirement that a Sector Plan conforms to the Master Framework Plan, (ii) identifies any Alternative Development Standards, and (iii) is consistent with all terms of Agreement.
- 2.27. Creation Statute – Chapter 8489, Texas Special District Local Laws.

- 2.28. Cure Period – A period of thirty (30) days after written notice to a party from the other party of the failure to perform or otherwise act in accordance with any term or provision of this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have an additional period of time up to one hundred twenty (120) days so long as such party commences performance or compliance within said thirty (30)-day period and diligently proceeds to complete such performance or fulfill such obligation within the additional one hundred twenty (120) day period.
- 2.29. Development Standards – The development standards applicable to the Property attached to this Agreement as **Exhibit B**, and any amendments or addendum to such **Exhibit B** that may be approved by the City Council pursuant to the terms of Section 4, provided that for purposes of any Approvals under an Approved Sector Plan, the term “Development Standards” shall be deemed to include any Alternative Development Standards approved by the City Council as part of an Approved Sector Plan.
- 2.30. District – The Comal County Water Improvement District Number 3, created by Chapter 8489, Texas Special Districts and Local Laws.
- 2.31. Effective Date – The date on which this Agreement is recorded in the real property records of Comal County, Texas pursuant to the terms of Section 24.14.
- 2.32. End Users – An entity or individual that purchases a subdivided lot reflected on an Approved Final Plat.
- 2.33. ESD – Emergency Services District.
- 2.34. ETJ – The extraterritorial jurisdiction of the City, as determined by Chapter 42 of the Texas Local Government Code.
- 2.35. Event of Default – The failure of either party to comply with the terms of this Agreement after the expiration of the Cure Period.
- 2.36. External Access Point – A ROW connection at the boundary of the Project intended to facilitate vehicular access to the thoroughfare network external to the Project.
- 2.37. Fees – The list of fees contemplated in Section 15, as they may be adjusted by the City from time to time.
- 2.38. Final Plat – A Final Plat application submitted in accordance with Section 4.14 below and the City Code of Ordinances as it exists on the date of the application.
- 2.39. Homeowners Association – An incorporated or unincorporated association, whether one or more, owned by or whose members consist primarily of the owners of the residential or commercial property covered by the dedicatory

instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the residential or commercial subdivision or similar planned development. This definition includes any Property Owner's Association.

- 2.40. Initial Term – The period beginning on the Effective Date and continuing until the fifteenth (15th) annual anniversary of the Effective Date.
- 2.41. Issuing District - The District whose board of directors approves the issuance or sale of bonds by such District.
- 2.42. LUE – A Living Unit Equivalent, being the standardized unit of measure for water and wastewater services as defined in Section 130-336 of Code of Ordinances.
- 2.43. Major Amendment to an Approved Sector Plan – A proposed change to an Approved Sector Plan that is not a Minor Amendment to an Approved Sector Plan.
- 2.44. Major Amendment to the Master Framework Plan – A proposed change to the Master Framework Plan that is not a Minor Amendment to the Master Framework Plan.
- 2.45. Master Framework Plan – The Master Framework Plan described in the Development Standards and in Section 4.1.1, attached as **Exhibit E**, as amended from time to time in accordance with the terms of Section 4.3.
- 2.46. Minimum Development Standards – The minimum standards an Application is required to achieve in order to be approved by the City, as set forth in the Development Standards.
- 2.47. Minor Amendment to an Approved Sector Plan – A proposed change to an Approved Sector Plan is considered minor if it meets all of the following criteria, as determined by the Planning Director:
 - 2.47.1. Criteria 1: Master Framework Plan. The change does not require a Major Amendment to the Master Framework Plan and is consistent with this Agreement;
 - 2.47.2. Criteria 2: Land Area. The land/boundary area of the Approved Sector Plan does not change (grow or decrease) by more than ten percent (10%), excluding the amount of Sector Plan acreage that is added as a Park that is open to the public;
 - 2.47.3. Criteria 3: Residential Density. Dwelling unit density within the Approved Sector Plan does not increase by more than ten percent (10%), except if a change of more than ten percent (10%) is a result of:

- (A) ROW dedication or placement (public or private streets);
 - (B) dedication of land for Parks that are open to the public; or
 - (C) a Minor Amendment to the Master Framework Plan;
- 2.47.4. Criteria 4: Non-Residential Density. Density of non-residential land uses in the Approved Sector Plan does not change (increase or decrease) by more than ten percent (10%);
- 2.47.5. Criteria 5: Realignment of Minor Roadways – The change does not require modifications to the Minor Roadways shown on the Approved Sector Plan in a manner that moves any such street by more than one hundred fifty feet (150') or in a manner that causes the density of any block to increase by more than ten percent (10%);
- 2.47.6. Criteria 6: Traffic. The AM peak hour site trips, the PM peak hour site trips, or daily trips in the Approved Sector Plan do not increase by more than ten (10%); and
- 2.47.7. Criteria 7: No Other Substantial Changes. The change does not propose any change to any criteria in the Approved Sector Plan not specifically covered by the terms of Sections 2.47.1-2.47.6 above.
- 2.48. Minor Amendment to the Master Framework Plan – A proposed change to the Master Framework Plan is considered minor if it meets all of the following criteria, as determined by the Planning Director:
- 2.48.1. Criteria 1: Land Use. A change in the amount of acreage dedicated to a specific land use by not more than ten percent (10%);
- 2.48.2. Criteria 2: Residential Density. The proposed change results in a total of 6,000 or fewer dwelling units within the Project;
- 2.48.3. Criteria 3: External Access Points – If the proposed change requires moving External Access Points, it does so in a manner that meets state and City access management plans (as reflected in Chapters 114 and 118 of the City Code of Ordinances and TxDOT's access management policy, as each may be amended from time to time) and does not cause an amendment to the Regional Transportation Plan (as reflected in the Comprehensive Plan);
- 2.48.4. Criteria 4: Realignment of Major Roadways. If the proposed change realigns a roadway designated on the Master Framework Plan, it does so within the allowable five hundred foot (500') buffer for such as depicted on the Master Framework Plan;

- 2.48.5. Criteria 5: Traffic. The proposed change does not result in an increase of more than ten percent (10%) in the total number of peak hour trips or daily trips attributed to the Project under the TIA, using the same methodology for calculating peak hour trips and daily trips as recommended by the then current ITE Manual and utilized in the TIA;
- 2.48.6. Criteria 6: Total Park Acreage – The proposed change does not result in a reduction of the combined total acreage of all parks that are open to the public to below three hundred (300) acres;
- 2.48.7. Criteria 7: No Other Substantial Change. The change does not propose any change to any criteria in the Master Framework Plan not specifically covered by the terms of Sections 2.48.1-2.48.6 above.
- 2.49. Minor Roadway – has the meaning stated in the Development Standards.
- 2.50. NBU – New Braunfels Utilities.
- 2.51. Owner – Southstar at Mayfair, LP, a Delaware limited partnership, its successors or assigns.
- 2.52. Park(s) – a Community Park, Greenbelt/Conservation Parks/Trails, Pocket Park, Trail Heads, or a Recreation Center as described below. For further description of each type of Park, please see the Development Standards **Exhibit D** attached hereto.
 - 2.52.1. Community Park – A Park intended to be accessible to multiple neighborhoods and focusing on meeting community-based recreational needs. Community parks are generally larger in scale than Neighborhood Parks or Pocket Parks, but smaller than Regional Parks and are designed typically for residents within a three (3)-mile radius, co-located with a school, where possible. Additional details on Park Classification and Park Design Principles for Community Parks are set forth in the Development Standards.
 - 2.52.2. Greenbelt/Conservation Parks/Trails – Park land that connects people and places, including paved or unpaved trails, and is aligned with the City’s Hike and Bike Trail Plan. These Parks typically connect to Natural/Conservation Areas, and other Parks as defined herein. Greenbelt/Conservation Parks/Trails include paved or unpaved trails for walking, biking, running, and equestrian activities. Additional details on Park Classification and Park Design Principles for Greenbelt/Conservation Parks/Trails are set forth in the Development.
 - 2.52.3. Natural/Conservation Area – Park land that consists of floodplain, natural drainage and stormwater runoff capture infrastructure that also provides features for the community. These Parks are typically larger

than twenty (20) acres and serve multiple communities. Natural/Conservation Areas can include natural features such as reestablished forest or grass/prairie lands, ponds, and creekways. Recreational features typically include, pavilions, tables, campsites, trails (paved and unpaved), dog parks, pump tracks or other acceptable features in floodplains. Natural/Conservation Areas may include Natural Areas/Easements.

- 2.52.4. Neighborhood Park – Serves the recreational and social focus of adjoining neighborhoods and contributes to a distinct neighborhood identity. Neighborhood Parks should be three (3) to ten (10) acres with a service radius of up to one mile. Such Parks may be owned and maintained by one or more Homeowners Associations.
- 2.52.5. Pocket Park – A small outdoor space, usually less than a quarter (0.25) of an acre up to three (3) acres, most often located in urban areas surrounded by commercial buildings or mixed land uses. The service area for a pocket park is usually less than a quarter of a mile and is intended for uses within close walking distance of the park. Such Parks may be owned and maintained by one or more Homeowners Associations. Additional detail on Park Classification and Park Design Principles for Pocket Parks are set forth in the Development Standards.
- 2.52.6. Regional Park – Serves a large area of several communities, residents within a city or county or across multiple counties. Typical size for a Regional Park is seventy-five (75) to one thousand (1,000) acres. Regional parks focus on activities and natural features not included in most types of parks and often based on specific scenic or recreation opportunity. Service area is three-miles or greater.
- 2.52.7. Trail Heads – Facilities providing shade, seating, restrooms, trash/recycling receptacles, drinking fountains, and parking as set forth in the Development Standards.
- 2.52.8. Recreation Center – Private facilities, such as clubhouses, gyms, swimming pools, tennis courts, etc., which are intended to function as private parks under the Development Standards.
- 2.53. Park Development Fees – Refers to park development fees stated in the City Code of Ordinances.
- 2.54. Parks and Recreation Department – the Parks and Recreation Department of the City.
- 2.55. Parks and Recreation Strategic Master Plan – the City's 2017 Parks and Recreation Strategic Master Plan as may be amended or renamed from time to time.

- 2.56. Parks Director – The Parks Director of the City.
- 2.57. Parties – Together, the City and the Owner.
- 2.58. Planning Level TIA – The Planning Level TIA referenced in Section 6 of the Agreement.
- 2.59. Planning Commission – The Planning Commission of the City, as provided for in Section 10.01 of the Charter.
- 2.60. Planning and Development Services Department – The Planning and Development Services Department of the City or any successor department.
- 2.61. Planning Director – The Planning and Development Services Director or his/her designee for the City. The Planning Director may designate any team member at his/her discretion to make determinations as noted in this agreement for purposes of expediency.
- 2.62. Preliminary Plat – A Preliminary Plat application submitted in accordance with the City Code of Ordinances as it exists on the date of the application.
- 2.63. Private Park – park land that developed as part of the Project, but not generally open to the public, including Pocket Parks and Recreation Centers.
- 2.64. Project – The master-planned, mixed-use development with commercial and residential uses to be developed by the Owner on the Property as contemplated by this Agreement.
- 2.65. Property – Approximately 1,888 acres of real property in Comal County, Texas, more particularly described in **Exhibit B**, which is located in the ETJ, and all of which can be included within the District as contemplated herein.
- 2.66. Public Park – a Community Park, or Greenbelts/Conservation Parks/Trails, as provided for in this Agreement.
- 2.67. Recreation Center – a private recreation facility developed in accordance with this Agreement for use by the Project’s residents.
- 2.68. Renewal Term – The period beginning upon the expiration of the Initial Term and continuing for so long as this Agreement remains in effect under Section 18.
- 2.69. Regional Transportation Plan – The Regional Transportation Plan as adopted by the City on March 12, 2012, and as amended or renamed from time to time.
- 2.70. ROW – The right-of-way for roadways, as determined by the City Engineer.
- 2.71. Section – A numbered or lettered section of this Agreement, as well as all subsections of said Section.

- 2.72. Sector – The land area subject to a Sector Plan.
- 2.73. Sector Plan – A Sector Plan application submitted in accordance with the Development Standards and Section 4.1.2 below. The minimum size of a Sector Plan must be at least one hundred (100) acres.
- 2.74. Sector Plan Completeness Notice – The notice from the Planning Director required by Section 4.1.2 as to the Planning Director’s decision as to completeness of a proposed Sector Plan.
- 2.75. Sector Plan TIA – Any Sector Plan TIA submitted in accordance with Section 6 of the Agreement.
- 2.76. Strategic Partnership Agreement – The Strategic Partnership Agreement that will be entered into by and between the City and the District in the form attached as **Exhibit I**, as amended from time to time.
- 2.77. TCEQ – The Texas Commission on Environmental Quality, or any successor agency.
- 2.78. Term – The period including the Initial Term and the Renewal Term, if any.
- 2.79. TIA – Any TIA submitted pursuant to Section 6.3 of the Agreement.
- 2.80. TIA Worksheet – The TIA Worksheet to be submitted in accordance with Section 6.3 below by the Applicant with each Final Plat and Building Permit detailing the total peak hour trips and daily trips to be generated by the land uses reflected on the Final Plat or Building Permit, and showing the cumulative peak hour trips and daily trips generated to date by all Approved Final Plats and Building Permits from the same Sector Plan and all other Final Plats and Building Permits from the same Sector Plan that have been submitted but have not been finally approved or disapproved by the Planning Director, City Engineer, Planning Commission or the City Council.
- 2.81. TxDOT – The Texas Department of Transportation, or any successor organization.
- 2.82. Utility Agreement – The Utility Construction Cost Sharing Agreement required to be entered into by and between NBU, the Owner, and the City (limited joinder for purposes of Section 8489.004(a)(2) of the Creation Statute), as amended from time to time.

3. **THE PROJECT.** The Owner plans to develop the Project and, in conjunction therewith, shall obtain the Approvals for the Project in accordance with this Agreement.

- 3.1 Land Uses. The designated land uses within the Property may include any or all allowed land uses, provided that any land use requiring a special use permit under

the Development Standards must obtain such a permit before establishing such a use.

- 3.2 Development Standards. The only standards applicable to the Property and governing the approval of Applications for the Property under this Agreement are the Development Standards and the City Code of Ordinances. In the event of a conflict between the City Code of Ordinances and the Development Standards, the Development Standards shall control.
- 3.3 Maximum Number of Dwelling Units. Subject to the Owner's compliance with this Agreement, the City approves a maximum number of 6,000 residential units on the Property.
- 3.4 Vesting of Rights. The City and the Owner acknowledge that the Owner has vested authority to develop the Project only in accordance with this Agreement. For purposes of determining such vested authority, the City and the Owner agree that (a) the terms of this Section 3.4 and the other terms of this Agreement shall fully govern and determine all aspects of the Owner's vested rights and (b) without limiting the generality of the foregoing, the Owner (i) hereby waives any and all right pursuant to Section 212.172(g) and Section 245.002(b) of the Texas Local Government Code that are not consistent with the terms of this Section 3.4 and (ii) acknowledges and agrees that such waiver and the terms of this Section 3.4 are material to the City in entering into this Agreement.
- 3.5 Enforcement Jurisdiction of the City. Notwithstanding any language in this Agreement to the contrary, the Owner and the City agree that the City is authorized to enforce the Code Chapter 14 (Buildings and Building Regulations); Article I (Building Standards Commission) of Chapter 50 (Environment); Chapter 62 (Health and Sanitation); Division I (Substandard Structures) of Article II (Nuisance Abatement) of Chapter 50 (Environment); and Division III (Abandoned Property) of Article II (Nuisance Abatement) of Chapter 50 (Environment) in their entirety, as each may be amended or reorganized from time to time, provided any such amendments (a) are effective Citywide or to all or all similarly situated land in the City as of the Effective Date, (b) do not conflict with this Agreement, (c) do not affect landscaping, tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, impervious cover, setbacks, or purport to reduce the total developable area of the Property, and (d) do not affect or alter the stormwater drainage or stormwater managements requirements set forth in this Agreement. This list of specific ordinances in this Section 3.5 may be amended in the future upon mutual agreement of the Parties reflected in a written amendment to this Agreement.

4. DEVELOPMENT APPROVAL PROCESS.

- 4.1. General Framework for Development Approval Process. All development in the Project must comply with the following multi-step approval process:

- 4.1.1. Master Framework Plan. The first step in the approval process is approval of the Master Framework Plan by the City Council. The Master Framework Plan is attached hereto as **Exhibit E** to this Agreement and is approved contemporaneously with this Agreement.
- 4.1.2. Sector Plan. The second step in the approval process is approval of a Sector Plan. Each Sector Plan must conform to the Master Framework Plan and this Agreement, and must be approved by the City Council. A Sector Plan shall be submitted to the Planning and Development Services Department.
- (A) Completeness. The Planning Director shall determine within thirty (30) days if the application is complete and will notify the Applicant in writing of its decision with regard to completeness of the Sector Plan (the “**Sector Plan Completeness Notice**”). The Sector Plan shall be deemed complete if the Planning Director fails to notify the Applicant of its decision within such thirty (30)-day period. If a submitted Sector Plan is deemed incomplete by the Planning Director, the Applicant shall have thirty (30) days from receipt of the Sector Plan Completeness Notice to submit a supplement(s) to complete the application. The Planning Director shall have five (5) business days from receipt of the supplement to notify the Applicant in writing of its decision with regard to completeness of the supplemented Sector Plan; or, if no notice is provided within the five (5) day period, the supplemented Sector Plans shall be deemed complete.
- (B) Administrative Approval of Sector Plan That Meets Conforming Standards:
- (1) Within thirty (30) days after issuance of the Sector Plan Completeness Notice, the Planning Director shall determine if the Sector Plan (i) conforms to the Master Framework Plan, (ii) contains any Alternative Development Standards; and (iii) is consistent with all the terms of this Agreement (the “**Conforming Standards**”). If the Planning Director determines that the Sector Plan does not meet the Conforming Standards, the Planning Director will proceed in accordance with Section 4.1.2(C) below.
- (2) If the Planning Director determines that a Sector Plan meets the Conforming Standards, the Sector Plan shall be scheduled for review by the Planning Commission, and thereafter the City Council. The Planning Director shall make a recommendation to the Planning Commission and the City Council regarding the determination of Conforming

Standards described above. The Planning Commission's recommendation shall also be delivered to the City Council. Ultimately, the City Council shall make the City Council Sector Plan Determinations. If the City Council determines that a Sector Plan meets the Conforming Standards, the Sector Plan shall be approved by the City Council.

- (3) If the City Council does not find that the Sector Plan meets the Conforming Standards, such determination shall provide reasonably specific indications of how the Sector Plan fails to meet such Conforming Standards.
- (4) A Sector Plan that the Planning Director determines meets the Conforming Standards shall be scheduled for Planning Commission review within two (2) regular meeting agenda cycles or forty-five (45) days, whichever is earlier, after the issuance of Sector Plan Completeness Notice.

(C) Discretionary Approval of Sector Plan That Does Not Meet Conforming Standards:

- (1) If the Planning Director determines that the submitted Sector Plan does not meet the Conforming Standards, then the Sector Plan shall be processed in accordance with this Section 4.1.2(C).
- (2) Within thirty (30) days after issuance of the Sector Plan Completeness Notice, the Planning Director shall deliver written notice to the Applicant specifying each item that does not meet the Conforming Standards. If the Applicant wishes to proceed with the Sector Plan despite this determination, then the Applicant shall notify the Planning Director in writing within sixty (60) days of the notice of nonconformance sent by the Planning Director to the Applicant specified above (the "**Applicant's Notice of Amendment**").
- (3) If the Applicant timely notifies the Planning Director of its desire to proceed with the Sector Plan as contemplated in Section 4.1.2(C)(1) above, the Sector Plan shall not be further reviewed by the Planning Director or be considered by the Planning Commission or the City Council unless and until (i) a Minor Amendment to the Master Framework Plan or a Major Amendment to the Master Framework Plan, as applicable, is submitted pursuant to Section 4.3 below, or (ii) a proposed amendment to this Agreement is submitted, in such a manner that all such issues raised by the Planning Director are

addressed to the reasonable satisfaction of the Planning Director. If Applicant fails to submit the necessary amendment(s) described above within sixty (60) days from the delivery of the Applicant's Notice of Amendment, the proposed Sector Plan shall be considered null and void and a new Sector Plan submittal shall be required.

- (4) If the Applicant satisfies all of the matters described in the Planning Director's notice described in Section 4.1.2(C)(1) above, the Planning Director will make a recommendation to the Planning Commission and the City Council regarding: (i) whether the Sector Plan conforms to the Master Framework Plan or whether an acceptable Minor Amendment to the Master Framework or a Major Amendment to the Master Framework Plan has been submitted, (ii) whether any proposed Alternative Development Standards are acceptable, and (iii) whether the Sector Plan is consistent with all terms of the Agreement or an acceptable amendment to this Agreement has been submitted.
- (5) Following receipt of the Planning Director's recommendations regarding a Sector Plan considered under this Section 4.1.2(C), the Planning Commission shall consider the same matters as considered by the Planning Director pursuant to the terms of Section 4.1.2(C)(4) above and shall make a recommendation to the City Council regarding such matters.

Following the Planning Commission's consideration of the matters described in Section 4.1.2(C)(4)-(5) and recommendation to the City Council, the City Council, shall consider the Sector Plan and shall make the City Council Sector Plan Determinations.

- (D) Failure to Provide Timely Notice. If the Planning Director does not deliver the written notice described in 4.1.2(C)(2) within the thirty (30) day period provided for, then the Applicant must notify the Planning Director in writing of its failure to do so and the Planning Director shall have an additional fifteen (15) days in order to respond in the manner described above. If the Planning Director does not respond within the additional fifteen (15) day period, then it shall be deemed that the Planning Director has determined that the Sector Plan meets the Conforming Standards; provided, however, nothing herein shall be deemed to modify in any way the right of the City Council to make the City Council Sector Plan Determinations at its next regularly or special called City Council meeting.

(E) Sector Plans Incorporating Alternative Development Standards. If the Sector Plan incorporates any Alternative Development Standards, the acceptability of such Alternative Development Standards as proposed by the Applicant shall be a decision for the City Council. If the City Council approves any Alternative Development Standards as part of an Approved Sector Plan, for all purposes hereunder, those approved Alternative Development Standards shall be considered to be Development Standards for all further Approvals for that Approved Sector Plan. Any Alternative Development Standards approved in connection with an Approved Sector Plan shall be applicable to that Sector Plan only, and shall not be applicable to any other Sector Plan unless specifically so indicated by the City Council.

(F) Rejected Sector Plans. The Applicant shall have the right to submit a new Sector Plan covering all or part of the Property covered by a rejected Sector Plan, and such new Sector Plan shall be processed in accordance with the terms of this Section 4; provided, however, no Sector Plan shall be submitted which is substantially the same as the rejected Sector Plan, as determined by the Planning Director, within twelve (12) months of such rejection.

(G) Expired Approved Sector Plans. An Approved Sector Plan shall expire and be of no further effect if the Owner or any Applicant does not record a Final Plat in the real property records of Comal County within five (5) years of the date of City Council approval of the Approved Sector Plan.

4.1.3. Preliminary Plat. An Applicant may, following an approval of a Sector Plan by the City Council, and before submitting a Final Plat, file a Preliminary Plat. The process for submittal, review and approval of a Preliminary Plat shall be the same as the process provided in the City Code of Ordinances at the time of the City's receipt of the Preliminary Plat. Filing of a Preliminary Plat is optional, not required.

4.1.4. Final Plat. Unless the Applicant elects to file a Preliminary Plat, the third step in the approval process is approval of a Final Plat. Except as otherwise approved by the City Council, each Final Plat must conform to the Master Framework Plan, the applicable Sector Plan containing the portion of the Property covered by the Final Plat, and all other terms of this Agreement.

(A) Rejected Final Plat. The Applicant shall have the right to appeal any Final Plat that is rejected by the Planning Commission to the City Council, but only to the extent of the decision of the Planning Director that the Final Plat does not meet the Conforming Standards. In such event, the City Council shall consider whether

the Final Plat meets the Conforming Standards; provided, however, the decision of the Planning Commission shall be final with respect to whether the Final Plat conforms to the Code of Ordinances. Additionally, the Applicant shall have the right to submit a new Final Plat covering all or part of the Property covered by a rejected Final Plat, and such new Final Plat shall be processed in accordance with the terms of this Section 4; provided, however, no Final Plat shall be submitted in the same form as the rejected Final Plat, as determined by the Planning Director, within twelve (12) months of such rejection.

(B) Waiver. Any waiver in a Preliminary Plat, Final Plat, or Building Permit from the Development Standards or Approved Sector Plans shall be submitted to the Planning Commission for approval using the process and procedures generally found in the plat waiver provision of the City Code of Ordinances, § 118-11, or as may be reorganized from time to time. A waiver may be granted where the Planning Commission finds that undue hardships will result from strict compliance with certain provision(s) of the Development Standards, or where the purposes of the Development Standards may be served to a greater extent by an alternative proposal. The findings required by Sections 118-11(a)(1)-(a)(2) shall also be met, and waivers may be approved, disapproved, or approved with conditions.

4.2. Building Permits. The final step in the approval process is the issuance of a Building Permit. Each Building Permit must conform to an Approved Sector Plan, an Approved Final Plat, and all other terms of this Agreement, including, without limitation, the terms of the Building Code. The process for submittal, review and approval of a Building Permit for non-residential and multifamily uses shall be the same process provided in the City Code of Ordinances at the time of receipt of the Building Permit application by the City.

4.3. Amendments to Master Framework Plan. Proposed Major Amendments to the Master Framework Plan shall be submitted to the City Council for approval unless such change meets the criteria for a Minor Amendment to the Master Framework Plan. Any Minor Amendment to the Master Framework Plan shall be reflected in an updated Master Framework Plan, containing the information set forth in the original Master Framework Plan. A Minor Amendment to the Master Framework Plan shall be approved by the Planning Director.

4.4. Amendments to Approved Sector Plans. Proposed amendments to an Approved Sector Plan shall be submitted to the City Council for approval unless such change meets the criteria for a Minor Amendment to an Approved Sector Plan. Any Minor Amendment to an Approved Sector Plan shall be reflected in an updated Sector Plan, containing all the information set forth in the original Sector Plan. A Minor Amendment to an Approved Sector Plan shall be approved by the

Planning Director. Without limiting the generality of this Section 4.4 or the provisions of the definitions in Section 2, any change to a specific condition placed on the development within a Sector Plan by the City Council at the time of approval of such Sector Plan shall not be considered a Minor Amendment to such Approved Sector Plan.

- 4.5. Amendments to Approved Final Plats. Any amendments to a Final Plat shall be submitted to the Planning Commission for approval unless the change meets the criteria for a Minor Amendment to an Approved Final Plat, in which case the change shall be considered and approved by the Planning Director as provided for in the City Code of Ordinances.
- 4.6. Amendments to Building Permits. In all instances, the process for approval or rejection of a proposed amendment to an Approved Building Permit shall be consistent with the process for consideration of amendments to building permits in the planning jurisdiction of the City at the time of the proposed amendment.
- 4.7. Determination of Minor or Major Amendment. Whenever in this Agreement there is a reference to a percentage change or other type of change that is determinative as to whether a proposed amendment to a document is a Major Amendment or Minor Amendment, the comparison shall be to the most recently approved version of the document, provided that if an amendment is proposed that, if considered cumulatively with prior minor amendments previously approved within the prior six (6) months, would have constituted a Major Amendment as compared to the first approved version of the document, then the Planning Director may, in its reasonable discretion, determine that the proposed amendment constitutes a Major Amendment. For purpose of clarity, it is agreed that if the Planning Director determines that a series of Minor Amendments was prepared for the purpose of avoiding Major Amendment review and that cumulatively the series of Minor Amendments cause a change to the original version of the applicable document that would have constituted a Major Amendment, then the Planning Director may declare that the proposed Minor Amendment is, in fact, a Major Amendment. However, if the Planning Director determines that the Minor Amendments were not coordinated and each represents a unique Minor Amendment consistent with the spirit of this Agreement, then the Planning Director may conclude each is a Minor Amendment.
- 4.8. Incorporation of Exhibits. The Parties agree that wherever in this Section 4 there is any reference to compliance with this Agreement, such reference shall mean all terms of this Agreement, including, without limitation, all exhibits attached hereto, the Development Standards, and the applicable portion of the Code of Ordinances.
- 4.9. Recording/Filing Fees. The Applicant shall be responsible for paying recording fees and other administrative fees at the time of recording for any plan, document or plat, and any amendment to any of the foregoing, and any easements, option

agreements, or other documents contemplated herein or reasonably requested by the City in connection with this Agreement.

- 4.10. Form of Application, Building Permit, or other permits. The Applicant shall utilize any then-current City form in making an Application of any kind, unless this Agreement specifically provides differently.

5. **STORMWATER MANAGEMENT.** The Owner shall be fully obligated to comply with all requirements in the City Code of Ordinances and Development Standards relating to stormwater, including without limitation, the detention and treatment of same and riparian buffer protection. Additionally, the Owner acknowledges and agrees the Owner must at all times comply with all applicable federal or state laws regarding the Property, or development thereon, including without limitation any federal or state laws regarding flood plains, stormwater drainage, management detention, or water quality, and nothing herein shall be interpreted as either (i) removing or minimizing such obligation on behalf of the Owner or (ii) requiring the City to determine what the Owner's obligations are in that regard. There shall be no Event of Default arising from a breach of this Section 5 or in relation to an alleged breach of state or federal laws until and unless the relevant governmental authority enforcing such state or federal laws notifies Owner that Owner is in violation of such law and Owner fails to cure such violation within the cure period allowed by such governmental authority or, if none is specified, within thirty (30) days of Owner's receipt of such notice of violation; provided, however, the limitation in this sentence shall not be applicable if the action or inaction causing the failure to comply with federal or state laws otherwise causes an Event of Default under the terms this Agreement.

6. **TRAFFIC AND ROADWAY IMPACTS.** The terms of this Section 6 shall supplement any provisions of the City Code of Ordinances relating to traffic improvements, traffic mitigation, and traffic impact fees.

- 6.1. Approval of Planning Level TIA. The Planning Level TIA shall be submitted with and approved with the Master Framework Plan.
- 6.2. Sector Plan TIA. With each Sector Plan, the Owner or Applicant shall submit a Sector Plan TIA in the form specified by the City Engineer. Each Sector Plan TIA shall follow the requirements of the Development Standards and must be approved by the City Engineer. Subsequent submittals of each Preliminary Plat, Final Plat and Building Permit within the Sector Plan shall include a running summary of land use, size, AM and PM peak hour traffic, and daily traffic generated by all approved Preliminary Plats, Final Plats and Building Permits within the Sector. The summary shall be in a form acceptable to the City Engineer.
- 6.3. TIA Worksheet/TIA. Following Sector Plan Approval, with each Preliminary Plat, Final Plat and Building Permit, if applicable, submitted for any portion of that Sector, the Owner or Applicant shall submit a TIA Worksheet in the form specified in the Development Standards. In the event that any TIA Worksheet is

inconsistent with the applicable Approved Sector Plan TIA, the City Engineer may require a TIA and an updated comparison between the Preliminary Plat, Final Plat, Sector Plan, and developments approved/constructed to date. Each TIA must be approved by the City Engineer.

- 6.4. Traffic Mitigation. The Owner shall be responsible for all dedications of land and transportation improvements, whether on-site or off-site, described in each Approved Sector Plan TIA and, if applicable, each Approved TIA.
- 6.5. Regional Transportation Plan. The City agrees to amend the Regional Transportation Plan so that it is consistent with the Master Framework Plan and, to the extent that the City agrees to any amendments to the Master Framework Plan pursuant to the processes established herein, then the City shall thereafter further amend the Regional Transportation Plan so that it is consistent with such approved amendments to the Master Framework Plan.
- 6.6. ROW. The ROW for all streets and roads shall be in accordance with the Regional Transportation Plan, the Development Standards, the Planning Level TIA, the applicable Sector Plan TIA, and the applicable Final Plat TIA.
- 6.7. Wayfinding. A community wayfinding plan facilitating non-vehicular travel shall be submitted and approved by the City Engineer prior to installation of any wayfinding signage.

- 7. **PARKS AND COMMUNITY FACILITIES.** The Parties agree to the “Park Schedule” attached as Schedule 7, including (i) Public Parks (comprised of a combination of Community Parks, and Greenbelts/Conservation Parks/Trails); and (ii) Private Parks (comprised of Pocket Parks and Recreation Centers). The Parks will be improved, maintained, and programmed in accordance with Section 7.2.

7.1. Park Schedule. The Park Schedule (attached as Schedule 7) outlines (i) the minimum acreage of dedicated land for Parks (including Public Parks and Private Parks and as measured by the total Park Schedule, not by Sector Plan); (ii) the minimum investment for Community Parks; and (iii) an estimated schedule for such investment based on single family units developed. The Park Schedule, along with the requirements provided in this Section 7, represent the Owner’s minimum obligations with regard to Parks. The Owner may satisfy its obligations under Section 7.2.1 in the Park Schedule in advance of the schedule.

7.2. Park Fees.

7.2.1. Park Development Fees. The Park Schedule modifies Park Development Fee obligations required by the City Code of Ordinances.

- (A) Onsite Fee Credit. To the extent Owner complies with the minimum investment in Parks according to the schedule provided for in the Park Schedule, Owner will be credited with having paid seventy-five percent (75%) percent of required Park Development

Fees under the City Code of Ordinances. But if the Owner fails to satisfy the minimum investment in Parks according to the schedule provided for in the Park Schedule, Owner agrees that the Owner or the District shall, within fifteen (15) business days of notice by the City, escrow, for Park purposes, the balance of the investment required under the schedule for Parks. Such escrowed funds shall be expended on Parks in accordance with an amendment to the Park Schedule agreed to by the City and the Owner.

- (B) Offsite Fees. Owner shall be required to pay the remaining twenty-five percent (25%) of required Park Development Fees under the City Code of Ordinances. For the avoidance of doubt, such fees are required irrespective of Owner's compliance with the minimum investment in Parks according to the schedule provided for in the Park Schedule.

- 7.2.2. Park Maintenance. For any Park proposed to be dedicated to the District, the relevant Sector Plan shall include a three (3)-year rolling maintenance schedule to be made available to the public online and to be included in the annual report of the District. The schedule will be updated at three (3)-year intervals to reflect the dedication of Parks to the District and whether the Owner or District is correspondingly responsible for such maintenance. The Owner or the District must meet or exceed the maintenance standards provided in the Parks Operations Maintenance Plan designated by the City, as amended from time to time. For any Park, the Parties agree that they may negotiate in their sole and absolute discretion a maintenance agreement that allows the City to maintain all or a portion of a Park if the Parties agree that such maintenance agreement is in the best interests of the Parties. In such event, the Owner or District shall pay for relevant costs for such maintenance activities upon terms mutually satisfactory to the Parties.

7.3. Public Parks.

- 7.3.1. Neighborhood Parks. Neighborhood Parks are reflected in the Park Schedule and will be included the applicable Sector Plans, as well as each applicable Final Plat. Neighborhood Parks shall be open to the public and maintained by the District, until such time, if any, as the land on which such parks are located is annexed for park purposes by the City, at which time the City may assume the ownership of, and obligation to maintain the Neighborhood Parks. Neighborhood Parks, if any, shall be designed in accordance with the Development Standards and the City's Parks and Recreation Strategic Master Plan.
- 7.3.2. Community Parks. Community Parks are reflected in the Park Schedule and the Master Framework Plan. Community Parks will be included in the applicable Sector Plan. The District shall maintain Community

Parks open to the public until the land on which such parks are located is annexed for park purposes by the City, at which time the City shall assume the ownership of, and obligation to maintain the Community Parks, unless the City and District mutually agree otherwise. Community Parks shall be designed in accordance with the Development Standards.

7.3.3. Greenbelts/Conservation Parks/Trails. Greenbelts/Conservation Parks/Trails are reflected in the Park Schedule and the Master Framework Plan. The District shall maintain Greenbelts/Conservation Parks/Trails open to the public until the land on which the is annexed for full purposes by the City under this Agreement, at which time the City shall assume the ownership of, and obligation to maintain, the Greenbelts/Conservation Parks/Trails, unless the City and the District mutually agree otherwise. Greenbelts/Conservation Parks/Trails shall be designed in accordance with the Development Standards.

7.3.4. Regional Parks. Regional Parks, if any, will be included in an amended Master Framework Plan and will be included in an applicable Sector Plan. The District shall maintain Regional Parks, if any, open to the public until the land on which such parks are located is annexed for park purposes by the City under this Agreement, at which time the City shall assume the ownership of, and obligation to maintain, the Regional Parks, unless the City and the District mutually agree otherwise. Any Regional Parks shall be designed in accordance with the Development Standards and the City's Parks and Recreation Strategic Master Plan.

7.4. Private Parks.

7.4.1. Pocket Parks. All Pocket Parks will be reflected in applicable Sector Plans, as well as each applicable Final Plat. Seven (7) Pocket Parks are anticipated for the Project. Pocket Parks will be developed in accordance with the Development Standards and each will be privately maintained by the appropriate HOA pursuant to the Development Standards.

7.4.2. Recreation Center. The Owner shall develop two (2) Recreation Centers of approximately ten (10) acres combined for use by the residents of the Project. The location of the Recreation Centers shall be designated in the applicable Sector Plan. The Recreation Centers shall be maintained by an HOA and developed in accordance with the Development Standards.

7.5. Other Community Facilities.

7.5.1. Fire Station. If requested by the City or the ESD, the Owner shall donate and convey to the City or the ESD at least two (2) and up to

three (3) acres of land within the Project for the construction of a fire station. Provided that the Owner approves of such designation, which shall not unreasonably be withheld, the City shall designate the site for the donated land and the location of the fire station based on various factors, including but not limited to the firefighting industry standards related to response time and the availability of the land in the proposed areas of the Project. The location of the site to be donated for the fire station shall be designated on the Sector Plan containing the site. The Owner shall convey the land to the City within ninety (90) days after the City or the ESD delivers written notice to the Owner that funds are available to construct the fire station and construction is expected to commence within one hundred and eighty (180) days after receipt of the deed for the land and thereafter complete construction and begin operating the fire station within thirty-six (36) months after commencement of construction (the "Construction Period"). The deed to the City may be assigned to the ESD and shall contain a reverter in favor of the Owner providing that if the land ceases to be used for a fire station for twenty-four (24) consecutive months or does not commence to be used as fire station within twelve (12) months after the expiration of the Construction Period, fee simple ownership of the land shall automatically revert to Owner; provided, however, such reverter shall specify that in calculating the time periods above, delays due to events of force majeure shall be excluded. The reverter shall expire upon annexation by the City of the site containing the fire station.

7.6. Restrictive Covenant. For all Public Parks, the Owner must file a restrictive covenant in the form designated by the City for parkland dedication, and as amended from time to time, limiting the Public Parks to recreational and park uses, as defined in the City Code of Ordinances. For all Public Parks, the City shall be a beneficiary of any such covenant and will have the right to enforce it.

7.7. Park Planning. The Owner agrees to collaborate with the City's Parks and Recreation Department on the park planning process, including with regard to any requirement in this Section 7, so that Community Parks and Regional Parks, if any, shall be designed to support the City's Parks and Recreation Strategic Master Plan in effect at the time such park is developed.

8. THE DISTRICT AND INDEBTEDNESS.

8.1. Authority of the District to Issue Bonds. The District and each District created by division of a District shall have the authority to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by its board of directors, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas and the Consent Resolution. Unless otherwise agreed by the City:

8.1.1. The aggregate amount of bonds, excluding refunding bonds, the

Districts collectively may issue shall not exceed a total of Six Hundred Twenty Million Dollars (\$620,000,000.00) in principal amount;

- 8.1.2. No District shall sell bonds unless its financial advisor determines that the bonds and any other indebtedness of such District payable from ad valorem taxes can be amortized with a projected ad valorem tax rate (including debt service on the bonds and all other ad valorem taxes being levied by such District) of \$1.50 per \$100 of assessed valuation or less; and
- 8.1.3. Unless approved by resolution of the City in its reasonable discretion, no District shall issue bonds or enter into any contractual obligation with any other District, the State of Texas or any agency or political subdivision thereof, covenanting to make payments in support of bonds later than the earlier of (y) thirty-five (35) years after the Effective Date of the Development Agreement, or (z) twenty-five (25) years after the date such District issued its first series of bonds.
- 8.1.4. No less than thirty (30) days prior to selling a series of bonds, an Issuing District (defined below) shall provide the City with a certified copy of the Texas Commission on Environmental Quality Order approving the bond issue (if applicable), a copy of the Preliminary Official Statement for the bonds, and a draft of the District's Order authorizing issuance of the bonds.

8.2. **Bond Provisions.** To ensure compliance by a District with each applicable condition or restriction imposed in connection with this Agreement, the Consent Resolution, or other applicable agreement, resolution or ordinance, the City Council is entitled to approve the issuance or sale of bonds by a District before such District issues a bid invitation for such bonds. If an Issuing District is in compliance with each applicable condition set forth below, the City shall consent to such issuance or sale within thirty (30) days of written request so long as either (a) during the ninety (90) days preceding the commencement of such thirty (30)-day period, the Issuing District made a presentation to the City Council with a summary of the proposed issuance of bonds, or (b) at least ninety (90) days preceding the commencement of the 30-day period, the Issuing District informed the City Manager in writing that the Issuing District was available to make such a presentation to the City Council and such presentation was not placed on an agenda of the City Council during the ninety (90)-day period. Unless otherwise agreed by the City, an Issuing District shall not sell, issue or deliver any bonds unless:

- 8.2.1. The terms of such bonds expressly provide that the Issuing District has the right to redeem the bonds no later than on any interest payment date subsequent to the tenth (10th) anniversary of the date of issuance, without premium;

- 8.2.2. The bonds, other than refunding bonds, are sold after the taking of public bids therefor;
 - 8.2.3. None of such bonds, other than refunding bonds, are sold for less than ninety-five percent (95%) of par;
 - 8.2.4. The net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, does not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given;
 - 8.2.5. Such bonds shall not have a final maturity date more than twenty-five (25) years from the date of issuance;
 - 8.2.6. The bonds and the Issuing District's other outstanding bonded indebtedness have a combined level debt service schedule, meaning that the highest year's debt service does not exceed the average year's debt service by more than five percent (5%);
 - 8.2.7. Any refunding bonds of a District must provide for a minimum of three percent (3%) net present value savings, and, if such refunding occurs after the last date a District is permitted to issue bonds, the refunding bonds must not mature later than the original, final maturation date of the bonds to be refunded; and
 - 8.2.8. No Event of Default has occurred that relates to (a) the improvements or other matters that are the subject of such proposed bonds, (b) the obligations of the District and the Owner pursuant to Section 5, or (c) the obligations of the District and the Owner pursuant to Section 7.
- 8.3. **Distribution of Bond Proceeds.** The proceeds of bonds issued by a District shall be used and may be invested or reinvested, from time to time, as provided in the order or orders of the District authorizing the issuance, sale, and delivery of such bonds and in accordance with the federal, state, and local laws and regulations governing the proceeds of the District's sale of its bonds.
- 8.4. **Division of District.** The plan for dividing the District into new Districts will be submitted in advance of the election of directors to the District. The District may, from time to time, without any further City consent, be divided into two or more Districts in accordance with the provisions of Section _____ of the Creation Statute so long as (i) the division complies with applicable laws and each District created by a division of the original District encompasses a minimum of one hundred (100) acres; (ii) the division does not cause the area within a Final Plat (as defined in the Development Agreement) to be located within more than one District; and (iii) the District shall give the City no less than sixty (60) days

advance written notice of the intent to divide and create a new District with such notice including a metes and bounds description of the new District. Owner agrees that the City shall not be required to grant a certificate of occupancy for a structure located within a District unless the District encompassing such structure complies with the preceding limitations. In no event shall the division of the District and creation of one or more new Districts be construed to permit any land use inconsistent with the Master Framework Plan as amended from time to time. The creation of any new District not complying with the above limitations shall require the prior consent of the City.

8.5. Annexation or Exclusion of Land. The District shall give the City no less than sixty (60) days advance written notice of its intent to realign the boundaries of an existing District through the method of adding land to or excluding land from a District. Unless approved by resolution of the City in its reasonable discretion or consented to by the City in the Development Agreement, no District shall add land to such District that is located outside of the Property initially comprising the District as set forth in the Creation Statute.

8.6. References. All references to the District in this Section 0 apply equally to each District and any new District created by division, and the terms of this Agreement regarding development on any portion of the Property shall apply to any new Districts.

9. ANNEXATION. The City may, at its sole and absolute discretion, choose to annex any District at such time as the City deems annexation is appropriate. Except for limited purpose annexation, as provided for in the Strategic Partnership Agreement, the City may not annex any District unless it annexes the entirety of such District. The City agrees not to annex any District until (a) the City Council by ordinance has assumed, or will assume, all obligations, and performed, or will perform, all actions required by Sections 43.0715 and 43.075 of the Texas Local Government Code, or any other then applicable law, and (b) any one of the following has occurred:

9.1. The earlier of (i) the fifteenth (15th) annual anniversary of the confirmation election date of the District to be annexed, such confirmation election being the first election held for the District created pursuant to Section 8.4, but excluding the original confirmation election of the original District, and (ii) the thirtieth (30th) annual anniversary of the Effective Date, provided that, in the event that the Owner validly extends the Term beyond the thirtieth (30th) annual anniversary date pursuant to the terms of Section 18, such thirtieth (30th) annual anniversary date shall be extended to be equal to the then current Term, not to exceed the forty-fifth (45th) annual anniversary date of the Effective Date.

9.2. At least ninety percent (90%) of the improvements within the District that are eligible for reimbursement in accordance with the rules of the TCEQ have been constructed, provided that, for purposes of the foregoing calculation, (i), except as described in subpart (ii) below, the applicable percentage of the improvements (i.e., 90%) shall be based upon the total value of the eligible improvements, as

reasonably estimated by the Owner at the time that the Sector Plan containing such improvements is filed with the City, (ii) the City shall have the right to approve the Owner's estimate of the value of the improvements that are eligible for reimbursement in accordance with the rules of the TCEQ, such approval not to be unreasonably withheld, and (iii) the list of improvements that are eligible for reimbursement in accordance with the rules of the TCEQ, and the value thereof, designated by the Owner and approved as to value by the City in accordance with subpart (ii) above, shall control for all purposes under this Section 9.2, regardless of the actual cost of such improvements or the value placed upon same by any other private entity or public authority, and provided further that the City and the Owner acknowledge that the Owner's estimated value at the time of Sector Plan (A) may not be based upon design engineering and (B) shall in no way limit, restrict or inhibit the Owner's right to seek reimbursement from the District for the actual costs of construction of such improvements; or

- 9.3. The expiration or termination of this Agreement, as provided herein.
- 9.4. The Owner and the District acknowledge and agree that, by entering into this Agreement, any such annexation that complies with the requirements listed above in Sections 9.2–9.3 shall be voluntary, and the Owner and District hereby to such annexation as though a petition for such annexation had been tendered by the Owner.

10. **DEED RESTRICTIONS.** Prior to conveying any portion of the Property to an End User, Owner shall encumber the applicable portion of the Property with CC&Rs containing at least the following restrictions or, to the extent approved by the Planning Director, alternative restrictions:

- 10.1. **Construction and Other Codes.** All buildings or dwellings constructed on the Property must comply with Chapter 14 of the Code of Ordinances (Buildings and Building Regulations), as it may be amended from time to time in accordance with this Agreement, to the same extent as if such buildings or dwellings were located in the corporate limits of the City. City building officials and inspectors may enter into the Property that is subject to the CC&Rs to perform inspections and take other actions under Chapter 14 of the Code of Ordinances to the same extent as if such property were located in the corporate limits of the City. The Homeowners Association may not enforce Article X of Chapter 14 of the Code of Ordinances (Violations, Penalties, Fee Refund Policy, Board of Appeals and Administrative), or any successor ordinance; provided however that a violation of this Section may be enforced by the Homeowners Association in the same manner as any other violation of the CC&Rs.
- 10.2. **Unsafe Buildings and Nuisances.** The Property made subject to the CC&Rs must comply with the sections of Chapter 50 of the Code of Ordinances listed in Sections 10.2.1-10.2.5, as they may be amended from time to time, to the same extent as if the Property was located in the corporate limits of the City. A

violation of this Section may be enforced by the Homeowners Association in the same manner as any other violation of the CC&Rs.

10.2.1. Section 50-26 (unsafe buildings);

10.2.2. Section 50-27 (unoccupied buildings);

10.2.3. Section 50-56 (Definitions);

10.2.4. Section 50-57 (Prohibited accumulations; litter, weeds, graffiti, duty of property owner, occupant); and

10.2.5. Chapter 6 (Animals).

10.3. **Maintenance of BMPs in Easements.** Prior to conveying any portion of the Property to the District or a Homeowners Association, the Owner shall encumber the applicable portion of the Property with CC&Rs requiring that the District or the Homeowners Association, as applicable, shall be responsible for maintenance of BMPs located in easements.

11. WATER AND WASTEWATER.

11.1. NBU Agreement. The Utility Agreement shall govern the provision of water and wastewater services to the Property. The Agreement is contingent on Owner and NBU negotiating and executing the Utility Agreement by October 1, 2021 (“Utility Agreement Requirement Date”). If the Utility Agreement is not executed by the Utility Agreement Requirement Date, this Agreement shall not be applicable and shall be null and void. The Utility Agreement may be amended from time to time, and the City hereby consents to such amendments and agrees no additional notice or agreement by the City is required to amend the Utility Agreement so long as the amendment does not create a conflict with this Agreement. Amendments to the Utility Agreement shall not be considered to alter, modify or expand the Project or alter the vested rights established by this Agreement. The Owner and NBU separately plan to build and convey an interim wastewater facility, to be managed by NBU; provided that the City approves the plans and specifications of the facility pursuant to Section 8489.105 of the Creation Statute. Notwithstanding any other provision of this Agreement, the Utility Agreement shall not govern the provision of services from this interim facility.

11.2. Prohibition Against Other Retail Public Utilities. Other than NBU, no retail public utility, as defined by Section 13.002 of the Texas Water Code, may provide retail water or wastewater service to the Property. Notwithstanding the foregoing, the Owner and the District shall at all times retain the right to develop, transmit, sell and otherwise use for its own benefit or the benefit of others non-potable water in, on or under the Property. The Parties agree that the interim waste water treatment facility agreed to in the Utility Agreement is not a retail public utility under this Section 11.2.

12. **CONSTRUCTION STAGING.**

- 12.1. **Construction Staging.** No approvals will be required in connection with the location of customary construction staging areas, storage yards and temporary construction offices so long as they are not located within two hundred fifty feet (250') of inhabited single-family homes, duplexes, or attached townhouses.

13. **ECONOMIC INCENTIVES.**

- 13.1. **Strategic Partnership Agreement.** The City and the District must enter into the Strategic Partnership Agreement within sixty (60) days of the District's creation.
- 13.2. **Future Additional City Incentives.** The City agrees to consider in good faith applications for economic incentives in the future in connection with the proposed development within the Project that will provide jobs, attract tourism or otherwise stimulate economic activity in the City if the City determines that such requests are consistent with this Agreement and the general policies of the City at such time.
- 13.3. **Other Incentives.** The City agrees not to oppose and to provide reasonable support for the Owner or the District to enter into economic incentive agreements with other governmental entities, including but not limited to the County, so long as the proposed economic incentive agreement is consistent with this Agreement and the general policies of the City at such time; provided, however, notwithstanding the foregoing, it is expressly understood that (a) the City has no authority over the decisions of other governmental or quasi-governmental entities and the City cannot commit other governmental or quasi-governmental entities with respect to any economic incentive agreements.

14. **ECONOMIC PHASING INFORMATION AND ESTIMATES.** Owner agrees to provide to the City copies of any economic phasing information or estimates submitted by Owner to NBU under the Utility Agreement. All economic phasing information and estimates submitted by the Owner in connection with this Agreement or the Utility Agreement is an informational estimate only and subject to revision based on market conditions and actual development activities. The Owner agrees to update its economic phasing information and estimates on a yearly basis in a manner and at a time as may be agreed between the Owner and the Planning Director. The Owner reserves the right at all times to make adjustments or modifications to economic phasing information and estimates previously supplied by the Owner to reflect changing market or other conditions and any such adjustment or modification shall not be construed as an amendment to this Agreement and shall be effective upon delivery to the City.

15. **FEES.**

- 15.1. **No Impact Fees.** No impact fees, including roadway impact fees, shall be assessed by the City on the Owner or any Applicant; provided, however, nothing herein shall in any way modify the other provisions of this Agreement that specifically require the payment of fees or the funding of costs.

- 15.2. **Other Development Fees.** The only other development fees imposed in relation to the Project shall be the Fees. Development Fees are to be calculated based on rules in place at the time of Final Plat.
- 15.3. **Consultant Reimbursement.** Unless the Parties agree otherwise, the Owner shall have no obligation to reimburse the City for its consultant fees incurred following the Full Execution Date; provided, however, the Owner shall be responsible for reimbursing the City for its consultant fees related to the consideration of Development Standards, including the Original Development Standards whether such consideration occurs prior to the Effective Date, at the time of a Sector Plan, as long as there is a prior written agreement between the City and the Owner with respect to the scope and fees for consultant work.
16. **ADDITIONAL LANDS.** The Owner may subject lands contiguous to the Project to this Agreement only upon approval by the City Council of an amended Master Framework Plan reflecting such additional lands, and such other requirements as shall be imposed by the Planning Director or the City Council, provided that the City shall not unreasonably withhold its approval to the annexation to the Project and the District of roadways or other lands immediately adjacent to the Project containing (or planned to contain) infrastructure intended to be owned and operated by the District, so long as such annexation (a) does not increase the LUEs allocated to the Project under the Utility Agreement, (b) does not otherwise cause a Major Amendment to the Master Framework Plan and (c) is legally allowed at such time pursuant to applicable provisions of the Texas Local Government Code.
17. **COORDINATION OF CITY REVIEWS OF FUTURE SUBDIVISION APPROVALS AND INSPECTIONS.** City agrees to use good faith in accepting and reviewing all Applications relating to the Project and to provide adequate human and other resources to the Application review processes applicable to the Project, including any applicable inspections and document reviews, such that all Project Applications are accepted and reviewed by the City in a timely manner and in the same manner and timeliness as other applications in the City.
18. **EMERGENCY AND OTHER SERVICES.**
- 18.1. **Fire and EMS Services.** Fire and emergency medical services shall be provided through a written agreement by and between the District and Emergency Services District. This agreement shall be in place in advance of the election of directors to the District.
- 18.2. **Public Safety and Police Services.** Public Safety and Police services shall be provided in the District. The City may in its sole and absolute discretion enter into a written agreement with the District to be the provider of Public Safety and Police Services. The District may alternatively enter into such a written agreement with Comal County. This agreement shall be in place in advance of the election of directors to the District.

18.3. Solid Waste Services. Solid Waste Collection Services shall be provided in the District. The City may in its sole and absolute discretion enter into a written agreement with the District to be the provider of Solid Waste Services in the District. Upon the City's approval, which shall not be unreasonably withheld, the District may alternatively enter into such a written agreement with a private provider of Solid Waste Services. This agreement shall be in place in advance of the election of directors to the District.

19. TERM OF AGREEMENT. This Agreement shall be in effect during the Term. If the Build-Out of the Project has not occurred within the Initial Term, the Owner may (a) upon written notice to the City prior to expiration of the then-current Term, and (b) compliance with all other applicable provisions of this Agreement that must be satisfied in order for the Owner to extend the Initial Term, elect to extend the Initial Term for up to two (2) additional fifteen (15) year terms; provided, however, in no event shall (i) the Initial Term be extended, nor shall any Term be extended beyond thirty (30) years if the Owner is in default under the terms of this Agreement at the time of such extension, and (ii) the Term of this Agreement be extended under any circumstances beyond the forty-fifth (45th) annual anniversary of the Effective Date.

20. EVENT OF DEFAULT BY THE OWNER. In the event of an Event of Default by Owner or the District with respect to the District Obligations, the City shall have the following rights and the right to pursue the remedies set forth in this Section 20.

20.1. Rights of City.

20.1.1. Entry. To enter upon the Property, or any portion thereof, by and through the City's authorized employees or enforcement agents, at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement; provided that, except in cases where the City reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement causing immediate and irreparable harm, such entry shall be upon prior reasonable notice to the owner of the portion of the Property upon which the City is to enter, and the City will not in any case unreasonably interfere with such owner's use and quiet enjoyment of such portion of the Property. No entry onto an occupied platted single family residential or duplex residential lot will be authorized by this Section 20.1.1 which is not otherwise authorized by law; and

20.1.2. Prevent Activity. To prevent any activity on, or use of, any portion of the Property that is inconsistent with the terms of this Agreement and to require the restoration of such areas or features of such portions of the surface of the Property that may be damaged by any activity or use which is inconsistent with the terms of this Agreement, pursuant to the remedies set forth in Section 20.2 of this Agreement.

20.1.3. Reimbursement. The Owner shall reimburse the City all reasonable costs or expenses incurred by the City in exercising its rights set forth in Section 20.1, if any.

20.2. City's Remedies. Following an Event of Default by Owner, or the District with respect to the District Obligations, the City's remedies shall include, without limitation, any one or more of the following remedies:

20.2.1. bring an action at law or in equity to enforce the terms of this Agreement, as applicable, including seeking a temporary restraining order, temporary injunction and/or permanent injunction to enjoin the non-compliance;

20.2.2. bring an action to require the restoration of the surface of the affected Property to its previous condition;

20.2.3. bring an action for specific enforcement of this Agreement;

20.2.4. recover any damages arising from the non-compliance;

20.2.5. terminate this Agreement in full without thereby incurring any liability to the Owner whatsoever;

20.2.6. refuse to accept, process, continue to process, or approve any Application for any portion of the Property;

20.2.7. annex any portion or all portions of the Property, notwithstanding any limitation to the contrary in this Agreement; and

20.2.8. refuse to consent to the sale or issuance of any bonds by a District.

20.3. Limitations on City Remedies. Notwithstanding the foregoing:

20.3.1. the City may not exercise the remedies specified in Sections 20.2.5, 20.2.6, 20.2.7 and 20.2.8 if the Event of Default arises from a breach of Section 5;

20.3.2. the City may not exercise the remedies specified in Section 20.2.6 (refuse to accept or process Applications) or Section 20.2.7 (early annexation) and the limitations contained in Sections 20.4.1 and 20.4.2 shall not apply with respect to (a) lot(s) contained in an Approved Final Plat that are owned by an End User, or (b) lot(s) contained in an Approved Final Plat that are owned by an individual or entity who does not qualify as an End User of such lot(s), but only if the Event of Default does not arise from the failure to perform an obligation reflected on the Approved Final Plat; and

20.3.3. the City may not exercise the remedy specified in Section 20.2.8, or

enforce the limitation on the Owner and the District described in Section 20.4.3, for any unsold or unissued bonds that relate to improvements that have been completed as of the date of the Event of Default unless the Event of Default relates to (a) the improvements or other matters that are the subject of such proposed bonds, (b) the obligations of the District and the Owner pursuant to Section 5, or (c) the obligations of the District and the Owner pursuant to Section 7.2.1. Nothing herein shall restrict the City in the exercise of the remedy specified in Section 20.2.8, or the limitation on the Owner and the District in Section 20.4.3, for any unsold or unissued bonds that relate to improvements that have not been completed as of the date of the Event of Default.

- 20.4. Limitations on the Owner.** Except as provided in Sections 20.3.2, 20.3.3 and 20.4.4, in the event of an Event of Default by the Owner or the District with respect to the District Obligations, the Owner or the District, as applicable, shall not have the right to:

20.4.1. submit any Application for any portion of the Property;

20.4.2. receive from the City any permit, Approval, or similar permission; and

20.4.3. issue any debt, including without limitation, any bonds that were previously approved by the City. This limitation, subject to the terms of Section 20.3.3, shall explicitly control over any law or agreement to the contrary and to the extent any such right would exist at law, in equity or otherwise, same is hereby RELEASED, WAIVED and RELINQUISHED by Owner on behalf of themselves and their respective successors and assigns, if any, until and unless the City provides written notice that the Event of Default has been cured or remedied to the satisfaction of the City.

20.4.4. Notwithstanding anything to the contrary, this Section 20.4 does not apply to an Event of Default arising from a breach of Section 10.2.5 of this Agreement.

- 20.5. Prior Notice Required.** If the City becomes aware of a violation of the terms of this Agreement, the City shall, except as expressly set forth herein, notify the defaulting party and the owner(s) of the portion(s) of the Property involved in such violation and request corrective action sufficient to abate such violation and, if applicable, restore the surface of the affected portions of the Property to its previous condition prior to the violation. Failure to abate the violation and take such other corrective action as may be required to cure the violation within the Cure Period will entitle the City to exercise any and all rights and remedies available to it at law or in equity as a result of such failure. Prior to exercising the City's rights to one or more available remedies, the City shall provide written notice as stated in this Section 20.5.

- 20.6. Failure to Act or Delay.** Forbearance by the City from exercising any of its rights under this Agreement in the event of any breach of any term of this Agreement by Owner, or the District with respect to the District Obligations, shall not be deemed or construed to be a waiver by the City of such term or of any subsequent breach of the same or any other term of this Agreement or of any of the City's rights under this Agreement. No delay or omission by the City in the exercise of any right or remedy upon any breach by Owner, or the District with respect to the District Obligations, or any subsequent Owner shall impair such right or remedy or be construed as a waiver. No covenant, term, condition or restriction of this Agreement or the breach thereof by Owner, or the District with respect to the District Obligations, will be deemed waived, except by written consent of the City, and any waiver of the breach of any such covenant, term, condition or restriction will not be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, condition or restriction. The City shall retain the right to take any action as may be necessary to ensure compliance with this Agreement notwithstanding any prior failure to act.
- 20.7. Waiver of Certain Defenses.** Owner and District hereby waive any defense of laches, estoppel, or prescription.
- 21. EVENT OF DEFAULT BY CITY.** In the event of an Event of Default by the City, the Owner shall be entitled to seek an injunction without posting bond and/or a writ of mandamus from a court of competent jurisdiction compelling and requiring the City and its officers to observe and perform the covenants, obligations and conditions of this Agreement. The City shall not be liable to Owner for monetary damages and nothing herein shall be deemed to waive the City's right to immunity. The City shall have no liability to the Owner, except in accordance with the terms hereof.
- 22. DISTRICT OBLIGATIONS.** The District must agree to the terms of this Development Agreement and the District Obligations described in Sections 5, 6, 7, and 0 within sixty (60) days of the District's creation. The City agrees that for so long as the District collects no or nominal ad valorem tax, the City will not seek to impose liability on the District for failure to perform the District Obligations and the City will look solely to the Owner to meet the District Obligations. The District agrees that any amendments to this Agreement that do not expressly modify Sections 5-8, including but not limited to Major Amendments to the Master Framework Plan, will not require the consent of the District.
- 23. PORTION OF PROPERTY LOCATED WITHIN CITY LIMITS**
- 23.1.** The portion of the Property identified on **Exhibit M** (Overlapping Property) is located within the District and the corporate limits of the City. Development of any portion of that property will be regulated by Chapter 144 (Zoning), City Code of Ordinances, until such date that the any portion of such property is disannexed from the City.
- 24. MISCELLANEOUS PROVISIONS.**

- 24.1. **Actions Performable.** The City and the Owner agree that all actions to be performed under this Agreement are performable solely in Comal County, Texas.
- 24.2. **Governing Law.** The City and the Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
- 24.3. **Non-Severability.** In the event that any provision of this Agreement regarding the land use and development approvals granted to the Owner or the commitment for utility services and costs for facilities to be provided is subsequently determined to be unenforceable or otherwise materially altered by a court of competent jurisdiction, then the Owner or the City shall have the right to terminate the remainder of this Agreement within sixty (60) days of such determination whereupon any bonds posted by the Owner pursuant to this Agreement shall be immediately released by the City. If a court of competent jurisdiction or any other governmental entity with appropriate jurisdiction determines that any portion of this Agreement is beyond the scope or authority of applicable Texas law, then, subject to the immediately preceding sentence, the City and the Owner agree to immediately amend this Agreement so as to conform to such ruling or decision in such a manner that is most consistent with the original intent of this Agreement as legally possible.
- 24.4. **Representation of Authority.** The City represents and warrants to the Owner that the City is duly authorized and empowered to enter into this Agreement. The Owner represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 24.5. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
- 24.6. **Complete Agreement; Amendments.** This Agreement represents a complete Agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be signed by the Owner and the City, but not the other Parties provided however the District must consent to amendments to the extent required in Section 22. All amendments shall be incorporated herein by reference as if they were part of the Agreement as of the Effective Date.
- 24.7. **Assignment.** This Agreement is for the benefit of the City and the Owner. The City expressly agrees that the Owner may assign all or part of its rights and obligations under this Agreement to subsequent purchasers of all or part of the Property and/or one or more Homeowners' Associations or a similar non-profit entity owned either by residents or by the Owner, and following receipt of notice of such assignment, the City shall look only to such assignee(s) with respect to

such assigned rights or obligations. The foregoing shall not apply to the obligations of the Owner pursuant to Section 15.3.

24.8. Covenants Running With the Property; Recording Fees. This Agreement is intended to and shall create conditions or exceptions to title or covenants running with the Property, provided that, in accordance with § 212.172(f) of the Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to any End User within the Project, except as to land use and development regulations specified in this Agreement that apply to that specific lot. In the event the Owner elects to record the fully executed Development Agreement in accordance with the terms of Section 24.14, all recording costs shall be the responsibility of the Owner. Additionally, in the event that (a) any amendment to this Agreement is executed in accordance with Section 24.6 or (b) any amendment of an exhibit of this Agreement, or any addendum to an exhibit of this Agreement, is properly made pursuant to the terms of this Agreement, the cost of recording such amendment or addendum to an exhibit to this Agreement shall be the responsibility of the Owner.

24.9. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (a) telecopy or electronic mail, with the original delivered by hand or overnight carrier, (b) by overnight courier or hand delivery, or (c) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City:

City of New Braunfels
Attn: City Manager
550 Landa St.
New Braunfels, Texas 78130

with copies to:

City Attorney
550 Landa St.
New Braunfels, Texas 78130

Owner:

Southstar at Mayfair, LP
118 Vintage Way
New Braunfels, TX 78132

with copies to:

Bracewell LLP

Attn: Blakely Fernandez
300 Convent St., Suite 2700
San Antonio, Texas 78205

- 24.10. Contest of Agreement.** In the event of a third party lawsuit, a taxpayer suit or other claim relating to the validity of this Agreement or any actions taken in compliance therewith, (a) the Owner and the City agree to cooperate in the defense of such claim and the City and the Owner shall use their respective reasonable efforts to resolve the conflict in the mutual best interest of the City and the Owner, and (b) the Owner agrees to indemnify, defend and hold harmless the City against the reasonable costs and expenses incurred by the City in connection with such third party lawsuit, taxpayer suit or other claim relating to the validity of this Agreement or any actions taken in compliance therewith, provided that the Owner shall not be obligated to indemnify the City for claims arising out of (i) the intentional constructed willful misconduct of the City or its agents, or (ii) claims arising from actions taken by the City pursuant to Section 3.5. Nothing in this Agreement shall be construed as a waiver of governmental and sovereign immunity by the City.
- 24.11. Force Majeure.** The Owner and the City agree that the obligations of each party, except the obligation to make financial payments, shall be subject to force majeure events such as acts of God, natural calamity, fire or strike.
- 24.12. District Approval.** By its signature below, the District agrees to this Agreement and agrees to abide by this Agreement applicable to the District. The District may enforce any rights established in favor of the District under this Agreement.
- 24.13. Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and the Owner, respectively.
- 24.14. Effective Date and Recording.** This Agreement shall be executed by City, the Owner, the District, and the Landowner promptly following approval of this Agreement by the City Council, provided that this Agreement shall not be binding upon the Property until and unless this Agreement is recorded by the Owner in the real property records of the County.
- 24.15. Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

(EXECUTION PAGE(S) TO FOLLOW)

APPROVED AND AGREED:

CITY OF NEW BRAUNFELS

By: _____

_____, Mayor

Date: _____

STATE OF TEXAS

§

COUNTY OF COMAL

§

§

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the ____ day of _____ 2021, by _____, a person known to me in her capacity as Mayor of the City of New Braunfels, on behalf of the City of New Braunfels.

Notary Public, in and for the State of Texas

SOUTHSTAR AT MAYFAIR, LP, a Delaware
limited partnership

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 § **ACKNOWLEDGMENT**
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____
2021, by _____, persons known to me in their capacities _____,
_____ on behalf of the partnership.

Notary Public, in and for the State of Texas

LIST OF EXHIBITS

Exhibit A	Consent Resolution
Exhibit B	Description of Property (1888 acres)
Exhibit C	Code of Ordinances
Exhibit D	Development Standards (Development & Design Control Document)
Exhibit E	Master Framework Plan
Exhibit F	Traffic Impact Analysis (Project Transportation Plan)
Exhibit G	Form of Strategic Partnership Agreement
Exhibit M	Overlapping Property
Schedule 7	Parks Schedule

Schedule 7

PARK SCHEDULE (Draft based on Projections)

Total Projected Residential Units: 6,000

		Pre- Quartile	Quartile 1	Quartile 2	Quartile 3	Quartile 4	TOTAL
Residential Units		750	750	1,500	1,500	1,500	6,000 units
PARK TYPE (Minimum Dedication)		Minimum Development Schedule					
Private Parks	Pocket Parks Dedication	1 park	1 park	1 park	2 parks	2 parks	7 Pocket Parks
	Recreation Centers Dedication	0	1 Rec Center	0	0	1 Rec Center (5 acres)	2 Rec Centers
Public Parks	Greenbelt/Conser vation Parks/ Trails Dedication	16 acres	15 acres	28 acres	TBD (combined w/ Community parks = 75 acres) TBD	TBD (combined w/ Community parks = 95 acres) TBD	133 acres
	Community Parks Dedication	31 acres	0	40 acres			120 acres
	Natural/Conser vation Area	TBD (pending utility easement agreements and development progression)					77 acres
Minimum Total Dedicated Public Parks Acreage		47 acres	15 acres	68 acres	75 acres	95 acres	331 acres
Total Parks Investment*		\$1,528,500	\$1,528,500	\$3,057,000	\$3,057,000	\$3,057,000	\$12,228,000.00

Note: Owner may satisfy any or all of its obligations in the Park Schedule in advance of the schedule.

*These figures include both the onsite fee credit and offsite payment required in Section 7.2.1.



ESTD • 2021

MAYFAIR

— *New Braunfels* —

DEVELOPMENT & DESIGN CONTROL DOCUMENT

Southstar Communities & City of New Braunfels

DRAFT V.7
June 12, 2021

Disclaimer

The Development & Design Control Document is Exhibit ____ to the Development Agreement between City of New Braunfels and Mayfair at Southstar LLC for a proposed Mixed Use Development, approved by the City on _____.

Capitalized terms in this disclaimer shall have the meaning set forth in Section ____ of this DDCCD.

This DDCCD is envisioned as a dynamic document that shall continue to evolve in response to changing conditions and circumstances. As such, it is anticipated that over the life of the Project, the Development Standards herein may be amended to incorporate new conditions, special opportunities and/or circumstances, subject to mutual agreement of the City of New Braunfels and Mayfair at Southstar LLC.

The Master Developer and the City advise any party acquiring an interest in the property to obtain a current copy of this DDCCD before making any investment or development decisions regarding the property.

Each party acquiring an interest in property that is the subject of this DDCCD, whether by purchase, lease, as collateral for a loan or otherwise, acknowledges and agrees that development and use of the property is subject to the current version of this DDCCD, a copy of which is available at the offices of the City. Notwithstanding the foregoing, each Applicant seeking approval of proposals or plans under this

DDCCD is solely responsible for complying with all laws and any approvals granted in relation to this DDCCD is for general design conformance only and the Applicant remains responsible for proper engineering, planning and performance of the work and integrity thereof. No person has the authority to represent that any proposal or plan complies with this DDCCD or shall be approved except the applicable governing body acting in an authorized administrative approval capacity or in a duly called meeting.

Table of Contents

Part A Introduction & Administration

1	Mayfair Approval Process	2
2	How To Use This DDCCD	10

Part B Framework Plans/Guiding Principles

3	Mayfair Master Framework Plan	14
4	Open Space/ Environment/ Parks and Amenities	16
5	Access & Connectivity/Infrastructure.....	18
6	Development Pattern/Employment/Economic Impact	20

Part C Allowed Land Uses

7	Allowed Land Use Matrix.....	23
---	------------------------------	----

Part D Design Code

8	Subdivision Design.....	32
---	-------------------------	----

Part E Land Use Code

9	Land Use Code/Types	44
---	---------------------------	----

Part F Park Use

10	Park Use	64
----	----------------	----

Part G General

11	Landscape & Lighting	71
12	Parking, Access and Servicing.....	78
13	Signage.....	96
14	Vegetation Protection	103

Part H Appendices

15	Abbreviations and Definitions.....	106
16	TIA.....	117

Tables, Figures and Plans

Framework Plans

3-1	Mayfair Master Plan	15
4-1	Open Space/Environment/Parks and Amenities	17
5-1	Access & Connectivity/Infrastructure	19
6-1	Development Pattern/Employment/Economic Impact ...	21

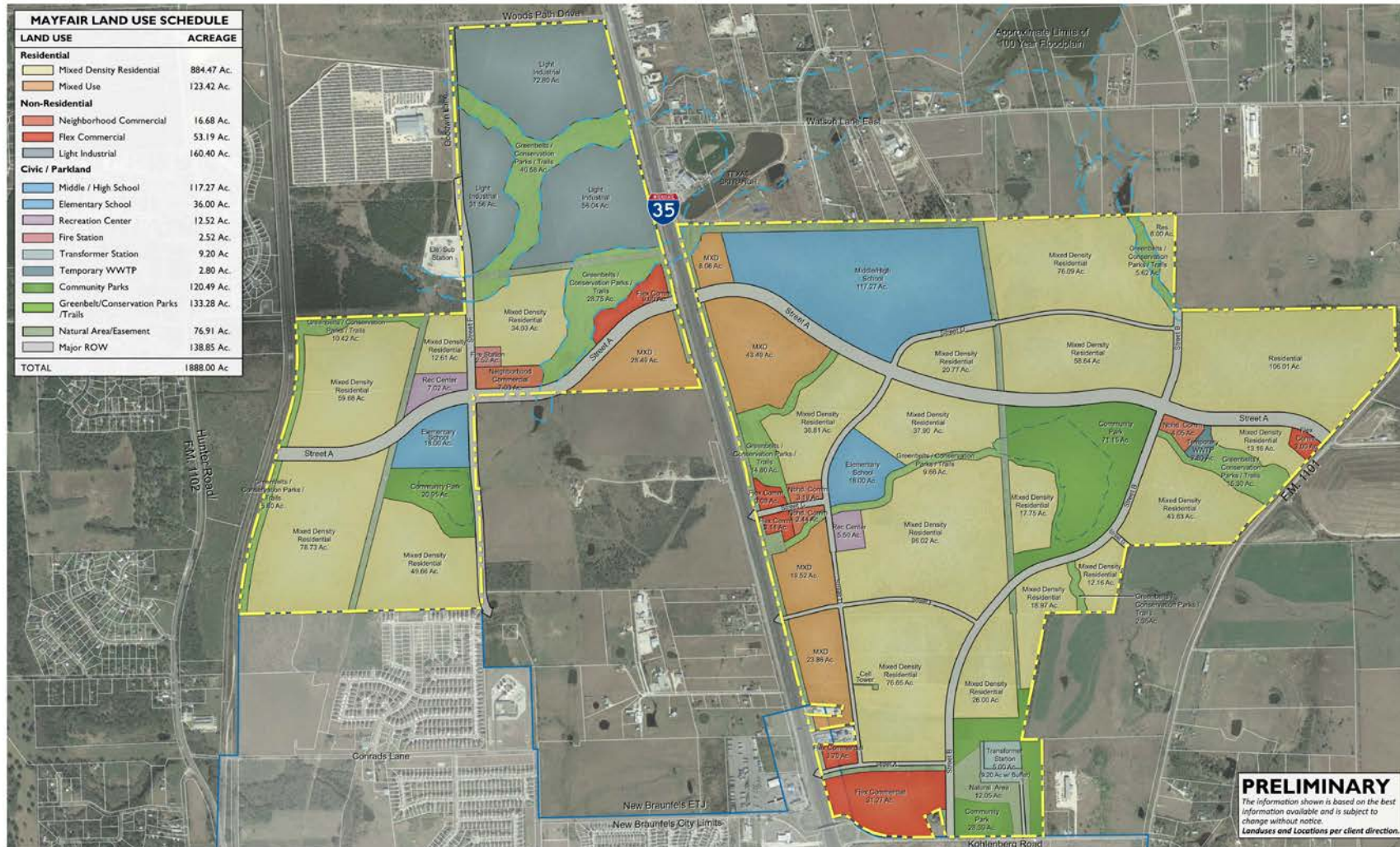
Tables

1-1	Review and Approval Authority	9
10-1	Park Development Schedule	66
12-1	Minimum Parking Ratio	85
12-2	Park Use Parking Ratio	94
12-3	Shared Parking Schedule.....	95
13-1	Signage Dimension, Setbacks and Frequency	101

Figures

1-1	Entitlement Process.....	2
2-1	DDCD Structure.....	10
2-2	Code Hierarchy	12
8-1	Cross Sections – Local A Street.....	37
8-2	Cross Sections – Local B Street	37
8-3	Cross Sections – Minor Collector	38
8-4	Cross Sections – Minor Collector w/Bike Lanes	38
8-5	Cross Sections – Major Collector.....	39
8-6	Cross Sections – Major Collector w/Bike Lanes.....	39
8-7	Cross Sections – Minor Arterial	40
8-8	Cross Sections – Minor Arterial with Bike Lanes.....	40
8-9	Cross Sections – Parkway.....	41

Mayfair Master Framework Plan



PART A

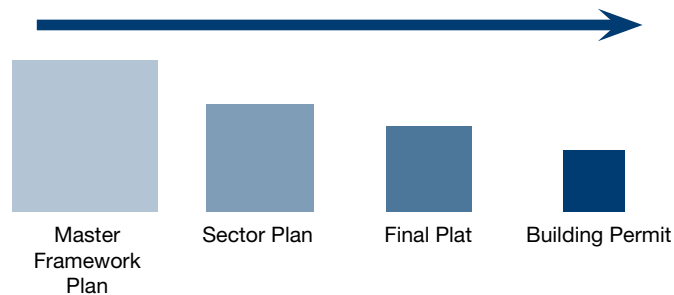
INTRODUCTION & ADMINISTRATION

1 Mayfair Approval Process

The following is an overview of the approval process for all development within the project, which is more fully set forth in the Development Agreement.

The entitlement process is illustrated in Figure 1-1.

Figure 1-1 Entitlement Process



1.1 Development Agreement

The Development Agreement is an agreement between the City and the Master Developer facilitating the planning and development of the project. The Development Agreement, among other matters, establishes the approval process for development within the project.

Where there is an inconsistency or conflict between this DDCD and the Development Agreement, the Development Agreement shall prevail.

1.2 Master Framework Plan

The Master Framework Plan establishes a broad development framework for the project by identifying the location of land uses, parks, schools, utility corridors, major roadways, activity nodes, project boundaries, and other items shown on the Master Framework Plan.

In considering a major amendment to the Master Framework Plan, the City Council shall consider the following:

- whether the proposed amendment will be appropriate in the context of the immediate area, and the relationship to the City as a whole;
 - whether the proposed change is generally in accordance with any existing or proposed plans for providing public schools, streets, water, wastewater, and other utilities to the project or immediate area;
 - how other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;
 - any other factors that will substantially affect the public health, safety, morals, or general welfare;
 - whether the amendment is consistent with the Guiding Principles for the project outlined in Part B
- ▶ The process for amending the Master Framework Plan is set forth in the Development Agreement.
 - ▶ The submittal requirements for an amendment to the Master Framework Plan are included below.

1.2.1 Master Framework Plan Application Submittal Requirements

The following information shall be identified on any amendment to the Master Framework Plan.

Scale: Of a scale sufficient to determine detail.

EXISTING CONDITIONS
<ul style="list-style-type: none"> City limits and ETJ limits. Project boundary. Existing and any approved abutting streets. Existing and any approved stormwater management facilities and improvements
DEVELOPMENT STATISTICS
<ul style="list-style-type: none"> Statement of the proposed gross acreage of each planning area. Statement of the proposed number of residential dwellings. Statement of proposed minimum gross acreage of parks
THOROUGHFARES
<ul style="list-style-type: none"> Alignment of abutting road stub extensions. Location of external access points. Alignment of major roadways. Approximate alignment of major accessways.
PARKS
<ul style="list-style-type: none"> Conceptual location for all parks including approximate acreage and park categorization.

1.3 Sector Plan

A Sector Plan establishes a detailed framework for a sector by identifying neighborhood structure, land use and intensity, internal connectivity, major and minor roadways, major accessways and parks.

- ▶ The process for submitting a Sector Plan application is set forth in the Development Agreement.
- ▶ The submittal requirements for a Sector Plan application are detailed in section 1.3.1

In considering the approval of a Sector Plan application, the Planning Commission and City Council shall consider the following:

- the Master Framework Plan;
- any code identified in this DDGD as being applicable to a Sector Plan application; and
- any other terms set forth in the Development Agreement.

- ▶ The triggers and processes for Major and Minor amendments to an approved Sector Plan are set forth in the Development Agreement.

In considering a major amendment to a Sector Plan, the Planning Commission and City Council shall consider the following:

- whether the proposed amendment will be appropriate in the context of the immediate area, and the relationship to the project as a whole;
- whether the proposed change is generally in accordance with any existing or proposed plans for providing public schools, streets, water, wastewater, and other utilities to the project or immediate area;
- how other areas within the project designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;

- any other factors that will substantially affect the public health, safety, morals, or general welfare;
- whether the amendment is consistent with the Guiding Principles for the project outlined in Part B
- whether Sector Plan meets the city's most current Master Plan requirements including Master Drainage Plan Report, Sector Plan TIA and Planning Level TIA Amendment: and
- licensing, deferral of required improvements, recordation and issuance of certificates of occupancy.

1.3.1 Sector Plan Submittal Requirements

The following information shall be identified on a Sector Plan.

Size: Sheets 24 in. wide and 36 in. long.
May be shown over multiple sheets as needed.

Scale: Of a scale sufficient to determine detail.

Area: A sector shall be a minimum of 100 acres or as otherwise agreed to by the City

SURVEY
<ul style="list-style-type: none"> • An accurate survey of the boundaries of the sector.
MASTER FRAMEWORK PLAN
<ul style="list-style-type: none"> • Comparison of Sector Plan to Master Framework Plan.
EXISTING CONDITIONS
<ul style="list-style-type: none"> • City limits and ETJ limits. • Project boundary. • Topographic contours of 2 ft. or less. • Watershed boundaries. • FEMA-100 year floodplain • Identified streams. • US jurisdictional waterways. • Existing water bodies.

EXISTING CONDITIONS

- Existing and any approved stormwater management facilities and improvements and associated easements.
- Existing and any NBU planned future trunk water and wastewater lines and associated easements.
- Existing and any NBU planned phase 3 transmission lines and associated easements.
- Existing and any approved abutting streets.
- Existing and any approved major accessways.
- Reference the City's most current Master Plan requirements including Master Drainage Plan Report, Sector Plan TIA, and Planning Level TIA Amendment.

DEVELOPMENT STANDARDS

- A written submission detailing compliance to the applicable minimum development standard.
- If proposing an alternative development standard in accordance with Section 2.3.3.3, identification of the applicable alternative development standards.

DEVELOPMENT STATISTICS

- Statement of gross acreage of the sector.
- Statement of the proposed number of residential dwellings.
- Identification of the proposed acreage of each parcel.
- Park Master Plan representing gross acreage for community parks and greenbelt/conservation parks/trails within the Sector Plan.
- Statement of proposed gross acreage of pocket park, if applicable
- Statement of proposed connectivity ratio, compared with section 8.8
- Statement of proposed product diversity, compared with section 9.6
- Location of trails within sector.

THOROUGHFARES
<ul style="list-style-type: none"> Alignment of proposed major and minor roadways (excluding public or private alleys). Typical road section for each proposed roadway. Approximate alignment of accessways.
DRAINAGE AND WATER QUALITY
<ul style="list-style-type: none"> Approximate location of proposed stormwater management facilities and improvements. Approximate location of stream buffers.
PARKS
<ul style="list-style-type: none"> Identification of park classifications Identification of private parks.
UTILITIES
<ul style="list-style-type: none"> Location of trunk water and wastewater infrastructure easements. TIA Worksheet.

1.4 Final Plat

An Applicant shall prepare and submit a Final Plat for all or part of that land shown on the Sector Plan. The Final Plat shall incorporate any and all changes, modifications, alterations, corrections and conditions imposed by the City Council in approving the Sector Plan.

- ▶ The process for submitting and amending a Final Plat is set forth in the Development Agreement.
- ▶ The submittal requirements for a Final Plat application are to be in accordance with included as shown in section 1.4.1 Final Plat Submittal Requirements.
- ▶ Final Plat should reference and meet the city's most current Final Plat requirements including drainage report, TIA Worksheet/TIA, and Sector TIA Update/Planning Level TIA Amendment.

1.4.1 Final Plat Submittal Requirements

The following information shall be identified on a Final Plat.

- Size: Sheets 18 in. wide and 24 in. long with a border of not less than ½ in on all sides
- Scale: No smaller than 100 ft. to 1 in. When more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.

APPLICATION DETAILS
<ul style="list-style-type: none"> Names and addresses of the Applicant, record title owner, engineer and/or surveyor. A Final Plat application form.
SUBDIVISION NAME
<ul style="list-style-type: none"> Subdivision name. Note: The proposed name of the subdivision shall not have the same spelling or be pronounced similar to the name of any other subdivision located within the City or the City's ETJ, unless the subdivision is contiguous to a recorded subdivision and the Plat represents an additional installment or increment of the original subdivision. Names of contiguous subdivisions and the owners of contiguous unplatted tracts, and an indication of whether or not contiguous properties are platted.
PLAT DETAILS
<ul style="list-style-type: none"> Location and description of monuments that shall be placed at each corner of the boundary survey of the subdivision. Lot numbers, block numbers, and the square footage of all lots or acreage if over one acre in size. A statement shall be added on the Plat indicating where sidewalks and accessways are required and who is responsible for installing them.

PLAT DETAILS

- A statement shall be added on the Plat stating whether all or a portion of the subdivision falls within the 100-year flood event floodplain, and if so, the engineer's or surveyor's statement of the minimum permissible floor elevation for each Lot together with a statement that all buildings shall be constructed above that minimum floor elevation. If no portion of any Lot on a Plat is within an indicated special flood hazard zone, then the Plat shall state this: "No portion of any lot on this Plat is within an indicated special flood hazard zone according to the adopted flood maps of the City."
- Any applicable notes regarding specific limitations such as "No vehicular access from specific street to Lots W – Y, Block 1."
- Identify HOA/POA maintenance responsibilities, such as alleys or parks.
- Indicate shared access easements when proposed lot layout prohibits for each lot to comply with driveway spacing standards.
- Any Plat Note required by the DDCD.

EXISTING CONDITIONS

- The exact location, dimensions, name and description of all existing or recorded streets, alleys, reservations, easements or public ROW within the subdivision, intersecting or contiguous with its boundary or forming such boundary, with accurate dimensions bearing or deflecting angles and radii, area and central angle, degree of curvature, tangent distance and length of all curves where appropriate.
- The exact location, dimensions, description and name of all proposed streets, alleys, centerlines of streets and alleys, drainage easements, parks, public areas, reservations, easements or ROW, perimeter street ROW, blocks, lots and significant sites within the subdivision, with accurate dimensions bearing or deflecting angles and radii, area and central angles, degree of curvature, tangent distance and length of all curves where appropriate and distances between street jogs.

DEVELOPMENT STANDARDS

- If an alternative development standard was approved in accordance with Section 2.3.3.2, identification of the applicable alternative development standard/s.
- If an alternative development standard is proposed in accordance with Section 2.3.3.2, identification of the applicable alternative development standard/s.
- Letter from Comal County addressing indicating approved street names.
- Statement of gross acreage of the Plat.
- Statement of the proposed number of residential dwellings.
- Statement outlining the types of single-family dwelling permitted on each residential lot.
- Statement of proposed product diversity aligned with terminology from section 9.6
- Statement of proposed gross acreage of park.
- Statement of proposed gross acreage of individual park categories.

SUPPORTING PLANS & REPORTS AS REQUIRED

- TIA Worksheet.
- TIA Update.
- Tree Protection Plan.
- Street Tree Plan, see 11.3.1 for standards.
- Final Plat should reference and meet the city's most current Final Plat requirements including drainage report, TIA Worksheet/TIA, and Sector TIA Update/Planning Level TIA Amendment.

1.5 Additional Platting Processes

§118-33 – §118-41 of the Code of Ordinances apply to the project as they relate to vacating plats, replatting, amending plats, minor plats, development plats, guarantees, of performance, inspecting and acceptance of public improvements, licensing, deferral of required improvements, recordation and issuance of certificates of occupancy.

1.6 Building Permits (including Site Plans)

1.6.1 Non-Residential and Multi-Family Dwelling Use Developments

For non-residential and multi-family dwelling developments, an application for a Building Permit (including Site Plan) shall be submitted in accordance with the process set forth in the Development Agreement.

- Building Permits, including site plans, shall be obtained through the City of New Braunfels according to their requirements.

1.6.1.1 Non-Residential and Multi-Family Dwelling Use Developments

The following information shall be identified on a Site Plan.

Size: Sheets 8.5 in. wide and 11 in. long at a minimum, up to 24 in wide and 36 in. long at a maximum. May be shown over multiple sheets as needed.

Scale: Of a sufficient scale for legibility and to determine detail

PLAN DETAILS (WITH APPROPRIATE DIMENSIONS)

- Identification of proposed land use/s.
- Setbacks:
 - » front, side and rear; and corner and residential adjacent setbacks if applicable.
- Lot dimensions.
- All easements.
- Driveway approach details:
 - » flares/radii;
 - » width and spacing between driveways;
 - » distance from intersection.

PLAN DETAILS (WITH APPROPRIATE DIMENSIONS)

- Location and width of sidewalks.
- Building footprint.
- Notification of GFA.
- Landscape areas and buffers.
- Civic spaces.
- Sensitive features.
- Identified streams.
- Any applicable buffers.

ELEVATION DETAILS

- Height of structure.
- Horizontal and vertical articulation.
- Building design elements.
- Exterior building materials.
- Roof treatment and type.
- Entry way.
- Customer entrance and treatment and pedestrian route.

PARKING DETAILS (WITH APPROPRIATE DIMENSIONS)

- Number of spaces.
- Maneuvering space.
- Handicap spaces (van accessible).

SUPPORTING REPORTS & PLANS (AS REQUIRED)

- TIA Worksheet.
- TIA Update.
- Tree Protection Plan.
- Landscape Plan.

1.6.2 Single Family Dwelling Use Developments

As set forth in the Development Agreement, the process for approval of a Building Permit by the City for residential uses shall be consistent with the process for approval of Building Permits for residential uses within the corporate jurisdiction of the City. No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, repair, convert, extend or demolish any building or structure or cause the same to be done without first applying for and obtaining a Building Permit.

- ▶ The submittal requirements for a Building Permits in Mayfair are consistent with City of New Braunfels Code of Ordinances.

1.7 Special Use Permit

No person shall establish such a use identified as requiring a Special Use Permit without first applying for and obtaining a Special Use Permit from City Council.

Where a Special Use Permit is required, due consideration shall be given to the Guiding Principles and Planning Area Objectives. Where a land use does not compromise the achievement of these outcomes, the use should be allowed.

- ▶ The process for submitting a Special Use Permit is set forth in the Code of Ordinances.
- ▶ Uses that require a Special Use Permit are identified in Part C.

1.8 Review & Approval Authority

Table 1-1 Review and Approval Authority

This table provides only a summary of the project's entitlement process and does not establish any rights or remedies not expressly set forth in the Development Agreement or this DDCD.

REVIEW AND DECISION-MAKING AUTHORITY				
PROCEDURE	PLANNING DIRECTOR	PLANNING COMMISSION*	CITY COUNCIL	PUBLIC NOTICE
Master Framework Plan				
Major Amendment	R	N/A	<DM>	N, M
Minor Amendment	DM	N/A	A	N/A
Sector Plan	R	<R>	<DM>	N, M
Major Amendment ¹	R	<R>	<DM>	N, M
Minor Amendment ¹	DM	N/A	A	N/A
Final Plat	R	DM	A	N/A
Major Amendment	R	DM	A	N/A
Minor Amendment	DM	N/A	A	N/A
Building Permit	DM	N/A	A	N/A
Site Plan	DM	N/A	A	N/A
Special Use Permit	R	<R>	<DM>	N, M, P
DDCD Amendment				
Development Agreement Obligation	R	N/A	DM	N/A
Optional	R	<R>	<DM>	N/M

R Review body (responsible for review and recommendation)

DM Decision-making body (responsible for final decision to approve or deny)

A Authority to hear and decide appeals by the Applicant of decision-making body's action

NA Not applicable

1 A major or minor amendment to a Sector Plan triggered by a request for an alternative development standard related to a signage or detailed building façade development standard shall not be mandated to meet the public notice requirements set forth above.

< > Public hearing

N Newspaper

M Mailed to all properties within 200 feet of the subject property

P Posted

* Or any replacement body as set forth in the Development Agreement

2 How to Use this DDCCD

2.1 Development & Design Control Document

This DDCCD establishes the parameters for development within the project through a hierarchy of principles, objectives and development standards. These parameters direct the preparation of Sector Plans, Plats and Site Plans. Compliance with this DDCCD shall be monitored and controlled as part of the cascading approval process.

The structure of the DDCCD is illustrated in Figure 2-1.

Figure 2-1 DDCCD Structure



2.1.1 Amendments to the DDCCD

The Development Agreement outlines particular circumstances where amendments to the DDCCD are specifically required. In these circumstances, the amendments shall follow the processes outlined in the Development Agreement.

In other circumstances, the Master Developer and/or the District may voluntarily apply to the City to amend this DDCCD. In these circumstances, the process for amending the DDCCD is:

- The Master Developer and/or the District shall submit, in writing, the proposed DDCCD amendments to the Planning Director.
- The Planning Director shall review the proposed amendments and make a recommendation to the Planning Commission.
- The proposed amendments and Planning Director recommendation shall be presented to the Planning Commission for their recommendation.
- After the Planning Commission makes a recommendation regarding the proposed amendments, the recommendations of the Planning Director and the Planning Commission shall be presented to the City Council for review and action.
- The process for recommending the proposed amendments to the Planning Commission and City Council shall be in accordance with
- §144-2.1 of the Code of Ordinances, whereby all references to proposed zoning changes and text amendments, and the property subject to such changes, are taken to mean an amendment to this DDCCD, and land subject to this DDCCD.

2.2 Applicability of DDCCD

The DDCCD applies to all development within the project.

2.3 Elements of DDCCD

The following is an overview of the hierarchy of outcomes sought to be achieved by the project, and their role in the decision-making process.

2.3.1 Guiding Principles

Guiding Principles are the overarching outcomes sought to be achieved by the project and provide the framework for future development. The Guiding Principles are set forth in Part B of this DDCCD.

2.3.2 Allowed Land Use Matrix

The Allowed Land Use Matrix identifies land uses are allowed within Mayfair.

2.3.3 Codes and Development Standards

Codes outline the development standards that development is required to comply with. In achieving the development standards, it shall be deemed that development contributes to the achievement of the Guiding Principles.

Where this DDCCD is silent on any matter, the Code of Ordinances applies unless the Development Agreement indicates otherwise.

2.3.3.1 Codes

There are six types of codes:

- Sector Design Code is applicable to all Sector Plan applications.
- Plat Design Code is applicable to all Plat applications.
- Use Codes are applicable to certain Site Plan applications.
- General Codes are applicable to certain Sector Plan, Plat and Site Plan applications.

Most applications shall be required to address more than one code.

2.3.3.2 Development Standards

There are three types of development standards:

- Minimum Development Standards: the minimum standards an application is required to achieve in order to be approved by the City. The City agrees that, except for the Listed Minimum Development Standards, the Minimum Development Standards are discrete, measurable requirements. If an application meets the minimum development standards, then the application must be approved.
- Listed Minimum Development Standards: RESERVED FOR DEVELOPMENT AGREEMENT
- Alternative Development Standards: specific and/or circumstantial standards that do not satisfy the Minimum Development Standards but are determined to be acceptable based upon design principles or objectives. An Applicant may elect to submit an application using Alternative Development Standards, provided that if the Planning Director does not recommend approval of the Alternative Development Standard or the City Council does not approve the Alternative Development Standard, then the Applicant may revert to the Minimum Development Standard and the application will then be measured solely on the grounds of whether it satisfies the applicable Minimum Development Standard.

A request for approval of an Alternative Development Standard/s may be made as part of a Sector Plan application. Alternative Development Standards may be approved by the City Council and are applicable to all or part of a sector as indicated on an approved Sector Plan. When considering an Alternative Development Standard, the Planning Commission and City Council shall give due consideration to the Guiding Principles and Alternative Development Standards Guidance as set forth in this DDCCD. Where an Alternative Development Standard does not compromise the achievement of these goals, the Planning Commission and City Council are encouraged to approve the Alternative Development Standard.

Where one or more Alternative Development Standard is approved as part of a Sector Plan application, all subsequent Plats, Building Permits and Site Plans related to such approved Sector Plan shall comply with the approved Alternative Development Standard/s. Any approval by the City Council of any Alternative Development Standard in connection with an approved Sector Plan shall be applicable only to that Sector Plan and shall not be applicable to any other Sector Plan unless specifically so indicated by the City Council.

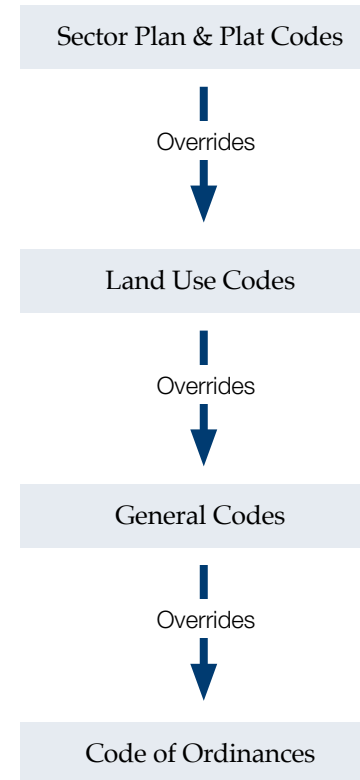
Where there is an inconsistency or conflict between the development standards or the applicable codes, the inconsistencies shall be resolved in accordance with Figure 2-2.

Nothing in this DD CD shall be construed to modify the meaning or interpretation of any applicable new ordinances as set forth in the Development Agreement.

2.3.3.3 Alternative Development Standard Guidance

Alternative Development Standards Guidance identifies the specific Guiding Principles, Code Purposes and associated objectives that the City Council shall use to consider approving a proposed Alternative Development Standard.

Figure 2-2 Code Hierarchy



PART B

FRAMEWORK PLANS/GUIDING PRINCIPLES

3 Mayfair Master Framework

Mayfair will be a place of business, entertainment, outdoor recreation, gathering and home for a wide variety of existing and future Comal County residents. Mayfair's success will be measured by its delivery of a thriving cohesive community that supports the economic & infrastructure growth of the region while protecting and engaging all to enjoy its abundant parks and greenspaces.

MAYFAIR

68



4 Open Space/Environment/Parks and Amenities

Mayfair will establish a network of open spaces and parks that provide a unique and attractive draw for residents and visitors. These open spaces and parks will offer recreational and leisure experiences, pleasant and safe connections throughout each land use, and access to nature that will enhance residents' quality of life.

4.1 Principles

1. Mayfair will value the importance of the parks and open spaces as a way of connecting points of interests, transportation networks, and Mayfair to the rest of New Braunfels.
2. Mayfair's District-managed parks and open space will be open to residents and the public to enjoy, featuring a range of amenities to attract different ages and abilities.
3. Mayfair parks will offer recreational experiences designed to enhance the quality of life of residents and visitors.
4. Mayfair will implement development and operating practices to mitigate environmental impacts where possible, and will encourage residents and guests to apply reasonable measures to support the natural environment.

4.2 Objectives

1. Create a wide variety and equitable distribution of attractive, functional parks, active and passive recreation, formal sports fields, cultural pursuits and community facilities, which encourage an active lifestyle and a sense of community.
2. Protect the scenic landscape of the Texas Hill Country and essential elements of the community that are valued and enjoyed by residents and visitors.
3. Encourage best practices in energy conservation, water cycle management, vegetation and habitat conservation and creation, waste reduction and climate responsive design.
4. Implement low impact development techniques and integrated storm-water management measures to reduce the demand on water and drainage infrastructure.
5. Develop energy efficient neighborhoods by utilizing climate responsive subdivision design and lot layouts.
6. Work towards implementing green power sources as the economic viability of such technology becomes readily available to the market.
7. Apply best practices to mitigate light pollution.
8. Promote building design that encourages sustainable design principles that seek to minimize requirements for cooling, lighting and energy, and are responsive to the climatic conditions and natural geography
9. Serving as the steward for an expansive parcel, Mayfair will introduce Development Guidelines and operating standards that establish sustainable practices as foundational requirements for all who develop, build, work, live or recreate here.
10. Residents, employees and guests will be invited to explore, learn and recreate in the expansive array of green space options in Mayfair. Each interaction will incorporate a reminder of the land's history, fragility and importance to the community, the region and lasting health for all.
11. Meet or exceed park land dedication and development requirements as established in the Development Agreement, considering the City of New Braunfels Strategic Park Plan when planning amenities.

Plan 4-1 Open Space/Environment/Parks and Amenities Framework



MAYFAIR • OPEN SPACE / ENVIROMENT / PARKS AND AMENITIES FRAMEWORK PLAN (K)

New Braunfels, Texas
June 11, 2021
19003216
Southstar Communities

ESTD 2020
MAYFAIR
— New Braunfels —



5 Access & Connectivity / Infrastructure

5.1 Principles

1. Mayfair will elevate non-vehicular transportation options to support a livable and healthy community, and deliver a highly connected community.
2. Mayfair's transportation plan is guided by the City of New Braunfels Updated Thoroughfare Plan, and will facilitate vehicular access within the community and to the greater New Braunfels area, preparing for larger scale need and future mass transit goals.
3. Mayfair will introduce community infrastructure that facilitates efficiency, sustainability and future-oriented opportunities.

5.2 Objectives

1. Promote connectivity by establishing a hierarchy of streets that are efficient in both vehicular movement and circulation, and provide street spaces that form an integral part of the community's public realm including;
 - a. principal and minor arterials that move vehicular, bicycle and pedestrian traffic efficiently through the community;
 - b. provide tree-lined landscaped street spaces that define the edges of neighborhoods and centers; and facilitate future public transit;
 - c. collector roads through centers that establish a network of streets and sidewalks that connect and integrate retail and commercial areas with the medium- and high-density residential development;
 - d. walkable market centers that facilitates movement in shaded and safe areas;
 - e. neighborhood collector streets that provide the transition between centers and the surrounding neighborhoods;
 - f. local streets that provide circulation within neighborhoods and multiple connections between neighborhoods; have reduced width to respond to the scale of the neighborhoods; and have sidewalks separated from the curb by planting strips that create landscaped street spaces; and
- g. Greenways, paths and trails that encourage non-vehicular traffic between neighborhoods, schools, market centers and amenities cores.
- h. Achieve a Connectivity Ratio of 1.4 as detailed in section 8.8
2. Establish an effective, efficient and integrated transportation system that will provide:
 - a. a driving, walking, biking and (potentially future) public transportation system that connects the integral elements of the community;
 - b. a compact development pattern that places the maximum number of people within walking distance to market centers and amenities, employment centers and institutions to strengthen the degree of self-containment within the community; and
 - c. major employment centers efficiently linked by major transportation.
3. Provide efficient water, wastewater, drainage, electricity, natural gas and telecommunications infrastructure and encourage economically feasible best practices for reducing energy, waste and water use;
 - a. Prioritize sustainable practices that benefit the community, city and region whenever possible;
 - b. Plan considering future opportunities including connectivity with the City's public transportation, autonomous vehicle opportunities and current and future broadband connectivity opportunities;
 - c. Coordinate and integrate the delivery of infrastructure in a way that maximizes self-sufficiency;
 - d. Provide infrastructure and utility services in a timely, cost effective and equitable manner at a desirable level of service;
 - e. Work collaboratively with NBU in the provision and joint funding of new water and wastewater infrastructure as required by the Utility Construction Cost Sharing Agreement, and support NBU's long-term master planning for water, wastewater and electrical services;
 - f. Provide for the integrated management of stormwater in order to:
 - i. improve flooding mitigation;
 - ii. maintain the environmental values of receiving waters;
 - iii. promote the use of low impact development strategies where feasible;
 - iv. incorporate the use of natural stream corridors and natural channels within the development; and
 - v. recognize community benefit.
- g. Provide infrastructure and utility services that are unobtrusive and visually complementary.

Plan 5-1 Access & Connectivity / Infrastructure Framework



MAYFAIR • ACCESS & CONNECTIVITY / INFRASTRUCTURE FRAMEWORK PLAN (K)

New Braunfels, Texas
 April 14, 2021
 19003216
 Southstar Communities



6 Development Pattern/ Employment/Economic Impact

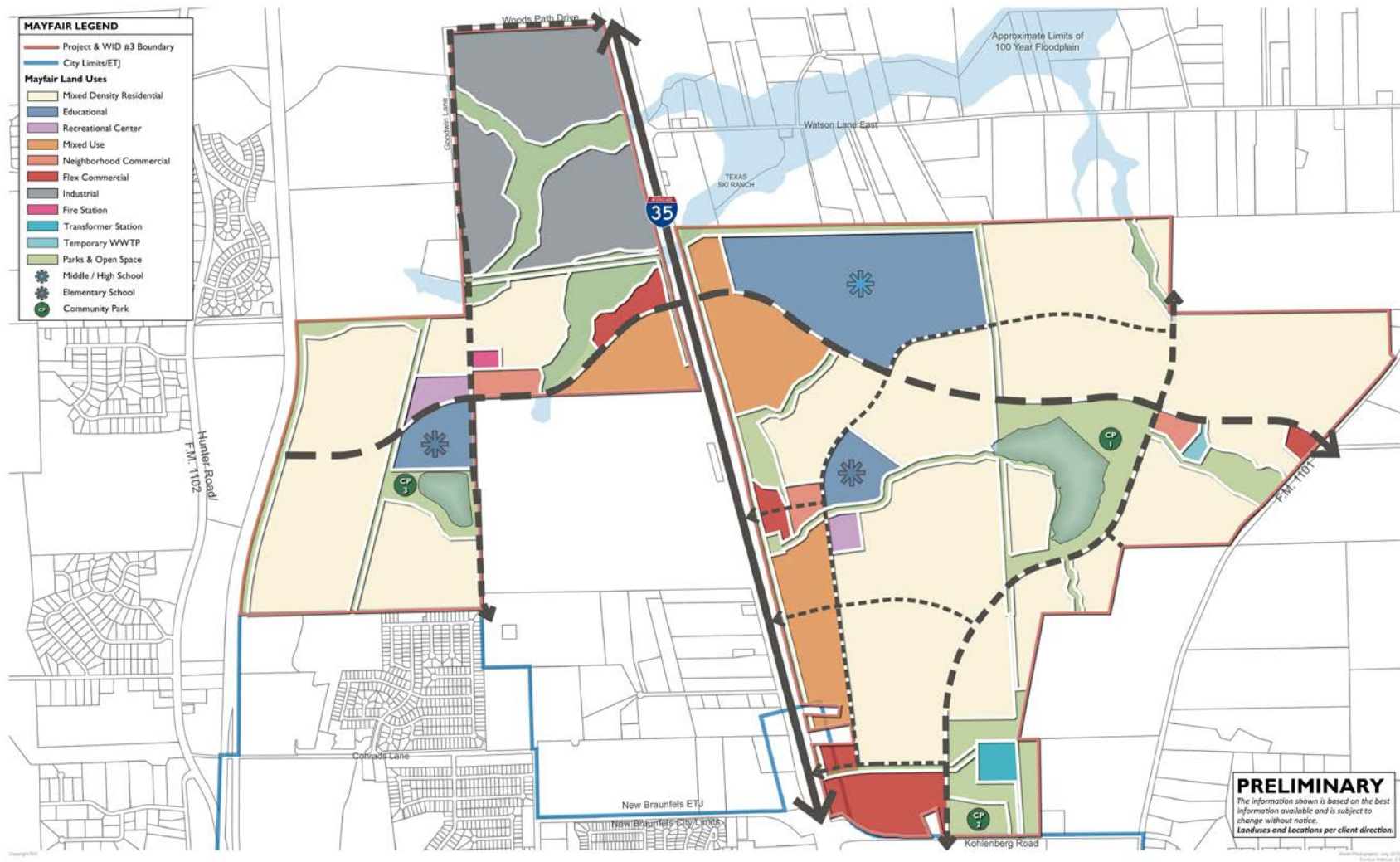
6.1 Principles

1. Mayfair's neighborhoods and employment centers will support the live-work-play culture of the community in easily accessible neighborhoods interwoven with walkable retail and connecting trails and parks.
2. Mayfair will further connect residents through quality community services and facilities that provide the same strong sense of identity, safety and security.

6.2 Objectives

1. Organize employment centers near to convenience retail and varied residential to promote a self-sustaining local economy serving employees and their families at varied levels in their lifecycle.
2. Create an environment where residents enjoy the benefits of a balanced community with a distinct sense of place and identity, community cohesiveness and enviable lifestyle.
3. Create neighborhoods and centers that provide a high level of amenity and safety through the use of contemporary urban design principles.
4. Create a rich fabric of neighborhoods, each with their own diversity of living options and housing types, which are attractive to residents at all stages of their lives.
5. Provide a range of community services and facilities, including emergency services and schools, that meet the needs of the community.
6. Contribute to a balanced employment profile, including professional, service and trade sectors, and facilitate real employment outcomes for a variety of age groups.
7. Make a positive contribution to the City's economic competitiveness via reliable and timely access to educational opportunities.
8. Create an employment complex throughout a hierarchy of centers that include retail, business, educational and institutional uses that will become the focus for coordinated public and private sector investment.
9. Develop retail centers to invite and serve new residents, major employers, students, workers and visitors. It will provide a different experience and complement the City's historic, civic and tourist-orientated downtown by providing alternate economic development opportunities that support the evolving needs and growth of the City.
10. Varied housing product featuring diverse pricing and ownership structures will support the growing employment base at Mayfair (light industrial, retail, operations, education, etc.) and the surrounding area.
11. Develop at least one pilot One Water strategy to improve water management and protect waterways in Mayfair.

Plan 6-1 Development Pattern/Employment/Economic Impact Framework



MAYFAIR • DEVELOPMENT PATTERN / EMPLOYMENT / ECONOMIC IMPACT FRAMEWORK PLAN (K)

📍 New Braunfels, Texas
📅 June 11, 2021
📞 19003216
🏢 Southstar Communities

ESTD - 2020
MAYFAIR
— New Braunfels —



PART C

ALLOWED LAND USES

7 Allowed Land Use Matrix

The use of land and/or buildings shall be in accordance with those listed in the Allowed Land Use Matrix.

7.1 Allowed Land Uses Matrix – Residential Uses

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
Accessory Structure	A	A	X	X	X	X	X	X
Assisted Living Facility Or Elderly Housing, High Intensity	X	A	S	A	X	X	X	X
Assisted Living Facility Or Elderly Housing, Low Intensity	S	A	A	A	X	X	X	X
Dwelling, Accessory (ADU)	A	A	X	X	X	X	X	X
Dwelling, Hud Code-Manufactured	X	X	X	X	X	X	X	X
Dwelling, Industrialized	X	X	X	X	X	X	X	X
Dwelling, Multi-Family	A ²	A ¹	X	A ¹	X	X	X	X
Dwelling, Multi-Family For Rent, Short-Term	A	A	X	A	X	X	X	X
Dwelling, Single Family For Rent - Condo	A	A	X	X	X	X	X	X
Dwelling, Single Family For Rent - Fee Simple	A	A	X	X	X	X	X	X
Dwelling, Single-Family Attached (duplex)	A	X	X	X	X	X	X	X
Dwelling, Single-Family Attached (rowhome)	A	A	X	S	X	X	X	X
Dwelling, Single-Family Detached	A	X	X	X	X	X	X	X
Dwelling, Single-Family Detached (cluster)	A	S	X	S	X	X	X	X
Dwelling, Single-Family Detached (zero-lot line)	A	S	X	X	X	X	X	X
Family Home (child care or adult care)	A	A	X	A	X	X	X	X
Gated Neighborhood	A	S	X	X	X	X	X	X
Group Home	X	A	X	A	X	X	X	X
Home Occupation	A	A	X	X	X	X	X	X
Caretakers Quarters	A	A	A	A	A	A	A	A
Live Work	A	A	A	A	X	X	X	X

¹ In mixed-use site or vertical mixed-use building

² Allowed adjacent to major collectors and larger

* Additional housing types can be added at Sector Plan. Terminology between the sections 7.1, 8.4 and 9.6 will be aligned with each sector plan. This terminology alignment will not be considered an amendment to the DDCD, but an allowed clarification anticipated with each sector plan.

7.2 Allowed Land Uses Matrix – Non-Residential Uses

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
ACCOMMODATION								
Bed And Breakfast	X	A	A	A	X	X	X	X
Boarding House	X	A ²	X	A	X	X	X	X
Dormitory	X	A	X	A	X	X	X	A
Hospice Residential Care Facility	X	A	S	A	X	X	X	X
Hotel/Resort	X	A	S	A	X	X	X	X
RETAIL								
Agricultural Equipment And Supply Retail Establishment	X	X	X	A	A ¹	X	X	X
Animal Grooming Service	X	A	A	A	S	X	X	X
Auction House	X	S	A	X	S	X	X	X
Automobile Dealership	X	S	X	A	A	X	X	X
Automobile Detailing Shop	X	A	X	A	S	X	X	X
Automobile Parts Store	X	A	A	A	S	X	X	X
Automobile Repair Services Establishment	X	A	A	A	S	X	X	X
Bar/Nightclub/Tavern	X	A ³	A	A	A	X	X	X
Barber Shop/Beauty Salon	X	A	A	A	A	X	X	S
Café/Coffee House	X	A	A	A	A	S	S	S
Car Wash	X	A	A	A	A	X	X	X
Catering Service	X	A	A	A ¹	A ¹	X	X	S
Convenience Store, With Gasoline Sales	X	A	A	A	S	X	X	X
Convenience Store, Without Gasoline Sales	X	A	A	A	S	X	X	X
Department Store	X	A	S	A	X	X	X	X
Drug Store/Pharmacy	X	A	A	A	X	X	X	X
Dry Cleaning Establishment	X	A ³	A	A	X	X	X	X

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont'd.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
Farmer's Market	A	A	A	A	A	S	A	A
Laundromat	X	A ³	A ³	A	S	X	X	S
Liquor Store	X	A ³	A ³	A	S	X	X	X
Mobile Food Court	X	A ¹	A ¹	A ¹	S	S ¹	A ¹	A ¹
Restaurant (including drive-in and drive-thru)	X	A	A	A	A	S	X	X
Retail Establishment	X	A	A	A	A	X	X	S
Retail Establishment, Anchor Retail	X	A ¹	A ¹	A	S	X	X	X
Shopping Center, Equal To Or Less Than 50,000 Sq. Ft.	X	A	A	A	S	X	X	X
Shopping Center, Greater Than 50,000 Sq. Ft.	X	A	A	A	A	X	X	X
Supermarket, With Gasoline Sales	X	A	A	A	S	X	X	X
Supermarket, Without Gasoline Sales	X	A	A	A	S	X	X	X
Tattoo Parlor/Body Piercing Studio	X	A ¹	X	A	X	X	X	X
Temporary Vendor / Mobile Food Unit	S ¹	A ¹	A ¹	S ¹	A ¹	S ¹	A ¹	A ¹
BUSINESS								
Broadcasting/Production Studio/Communication Service	X	A	A	A	A	X	X	S
Check Cashing Service	X	A ³	X	A	X	X	X	X
Financial Institution	X	A	A	A	X	X	X	S
Office	S ¹	A	A	A	A	X	A	A
Research And Development Facility	X	X	S	A	A	X	X	A
Veterinary Clinic, With No Outside Animal Runs Or Kennels	X	A ³	A	A	A	X	X	X
Veterinary Clinic, With Outdoor Animal Runs Or Kennels	X	S	S	A	A ¹	X	X	X
CIVIC, HEALTH & EDUCATION								
Cemetery	X	X	X	X	A	X	X	X
Columbarium/Crematorium/Mausoleum	X	X	X	X	A	X	X	X

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont'd.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
Club	X	A ¹	A	A	A	X	A	X
College/University (public or private)	X	A	A	A	A	X	X	A
Day Care Center (child or adult)	S ⁴	A	A	A	A ⁴	X	S	A
Funeral Home/Mortuary	X	S	A	A	A	X	X	X
Government Building Or Use (without outdoor storage)	A	A	A	A	A	A	A	A
Hospital/Health Care Facility	X	A	A	A	A	X	X	S
Medical Facility	X	A	A	A	A	X	X	S
Public Safety Facility	A	A	A	A	A	A	A	A
Religious Institution	X	A	A	A	A	X	S	A
Sanatorium	X	A	X	A	X	X	X	X
School, K-8 (public or private)	A	A	A	A	A	S	X	A
School, 9-12 (public or private)	S	A	A	A	A	S	X	A
School, Vocational	S	A	A	A ³	A	X	X	A
ARTS, ENTERTAINMENT & RECREATION								
Amphitheater	A	A	A	A	A	A	A	A
Amusement Arcade	X	A ³	A	A	A	X	S	A
Amusement Park	X	S	A	A	A	S	S	S
Archery Range	X	S	A	A	A	S	S	S
Athletic Field	X	A	A	A	A	A	A	A
Cabin	X	X	X	A	A	A	A	X
Camp, Day Or Youth	X	S	A	A	A	S	A	A
Campground	X	X	X	X	A	S	X	X
Community Facility	A	A	A	A	A	A	A	A
Community Gardens	A	A	A	A	A	A	A	A

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont'd.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
Conference/Convention Center	X	A	X	A	S	X	X	A
Dance Hall	X	S ¹	A	A	A ¹	S ¹	A	X
Driving Range	X	A	X	A	A	A ¹	A	A
Fairground/Festival Ground	X	X	X	A	A	A ¹	S	S
Golf Course	X	X	X	A	A	A	A	S
Golf Course, Miniature	X	A	X	A	A	A	A	S
Indoor Shooting Range	X	A ¹	X	A ¹	S ¹	X	S ¹	X
Museum	X	A	A	A	A	A	X	A
Park	A	A	A	A	A	A	A	A
Recreation Establishment, Commercial Indoor	X	A	A	A	A	A	S	S
Recreation Establishment, Commercial Outdoor	X	A	A	A	A	A	S ¹	A
Recreation Facility, Private	A	A	A	A	A	S	A	A
Recreation Facility, Public	A	A	A	A	A	A	A	A
Recreation Vehicle (Rv) Park	X	X	X	A	A	S	X	X
Rodeo Ground	X	S	X	S	A	S	S	S
Studio (art, dance, music, drama, reducing, photography)	X	A	A ³	A	A	S	S	S
Theater, Motion Or Performing Arts	S	A	A ³	A	A	S	A	A
TRANSPORTATION & UTILITIES								
Airport	X	X	X	X	S	X	X	X
Bus Lot	X	A	X	A	A	S	X	A
Bus Terminal	X	A	S	A	A	X	X	A
Freight Terminal	X	X	X	A	A	X	X	X
Garage/Parking Lot, Commercial	S	A	A	A	A	A	X	S
Helipad/Helistop	X	A	S	A	A ¹	X	S	A ¹

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont'd.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
School, Automobile Driving School	X	A	S	A	A	X	X	A
Solid Waste Transfer Facility	X	X	X	X	A	X	X	X
Taxi And Limousine Service	X	A	S	A	A	X	X	X
Telecommunication Antenna/Tower	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹
CONSTRUCTION								
Contractor's Office	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹
Temporary Real Estate Sales Office	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	A ¹	S
MINING & EXTRACTION								
Mining And Extractive Industry	X	X	X	X	X	X	X	X
Water Storage (surface, underground or overhead, water wells and pumping stations that are part of a public or municipal system)	A	A	A	A	A	A	A	A
MANUFACTURING & WHOLESALE TRADE								
Brewery	X	A	A	A	A	X	X	X
Manufacturing Establishment, Chemicals, Metals, Machinery And Electronics Products	X	S	X	A	A ¹	X	X	X
Manufacturing Establishment, Food, Textiles And Related Products	X	X	X	A ¹	A ¹	X	X	X
Manufacturing Establishment, Miscellaneous Products	X	X	X	A ¹	A ¹	X	X	X
Manufacturing Establishment, Wood, Paper And Printing Products	X	X	X	A ¹	A ¹	X	X	X
Microbrewery	X	A	A	A	A	X	A	X
Self-Service Storage Facility	X	A	A	A	A	X	A	X
Service Industry Establishment	X	A	A	A	A	X	S	A
Warehouse, Mini/Self Storage Facility (with boats and rv storage)	X	A	X	A	A	X	X	X
Warehouse, Mini/Self Storage Facility (without boats and rv storage)	X	A	A	A	A	X	X	X
Wholesale Trade Establishment	X	X	X	A ¹	A ¹	X	X	X

7.2 Allowed Land Uses Matrix – Non-Residential Uses (cont’d.)

LEGEND A: ALLOWED S: ALLOWED SUBJECT TO OBTAINING A SPECIAL USE PERMIT X: PROHIBITED	MIXED DENSITY RESIDENTIAL	MIXED USE DEVELOPMENT	NEIGHBORHOOD COMMERCIAL	FLEX COMMERCIAL	LIGHT INDUSTRIAL	PARK / OPEN SPACE	RECREATIONAL	EDUCATIONAL
AGRICULTURE (EXCLUDING EXISTING AGRICULTURAL AND RANCHING ACTIVITIES)								
Agricultural Support Services	X	A	X	A	A ¹	X	X	X
Animal Husbandry	X	X	X	X	A ¹	X	X	X
Crop Production	X	X	X	X	A ¹	X	X	X
Farm	A	A	A	A	A	S	A	A
Farm, Ancillary Building	A	A	A	A	A	S	A	A
Livestock Market	S	S	S	S	S	S	S	S
Stockyard	X	X	X	X	S	X	X	X
OTHER								
Sexually-Oriented Businesses	X	X	X	X	X	X	X	X

¹ Additional zoning requirements, as set forth in Code of Ordinances, shall be applicable in the assessment of this use to the extent permitted by the Development Agreement or State law.

² Where located on the ground floor of a mixed use building, otherwise subject to a Special Use Permit.

³ Allowed as part of a planned development, otherwise subject to a Special Use Permit.

⁴ As an incidental use to an approved use in this area.

7.3 New and Unlisted Land Uses

It is recognized that new types of land uses will arise in the future and forms of land uses not presently anticipated may seek to locate in the project. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the Allowed Land Use Matrix shall be made as follows:

- ▶ A new and unlisted land use may be interpreted by the Planning Director as similar to a listed land use. The unlisted land use shall possess the majority of characteristics of the listed land use, otherwise the unlisted land use shall be submitted to the Planning Commission and City Council for approval. If the unlisted land use is deemed similar to a listed land use, no amendment of the Allowed Land Use Matrix is required.
- ▶ A person requesting the addition of a new or unlisted land use shall submit to the Planning Director all information necessary for the classification of the land use, including but not limited to:
 - the nature of the land use and whether the land use involves residential activity, sales, services, or processing;
 - the type of product/s sold or produced under the land use;
 - whether the land use has enclosed or open storage, and the amount and nature of the storage;
 - anticipated employment for the land use;
 - transportation requirements, including approximate mileage, turning radius, or driving time of the expected client or patron base;
 - the nature and time of occupancy and operation of the premises;
 - the off-street parking and loading requirements;
 - the amount of noise, odor, fumes, dust, toxic materials and vibration likely to be generated; and
 - the requirements for public utilities, such as sanitary sewer and water, and any special public services that may be required.

The Planning Director shall refer the question concerning any new or unlisted land use to the Planning Commission and request a recommendation as to the planning area into which such land use should be placed.

The Planning Commission shall consider the nature and described performance of the proposed land use and its compatibility with the land uses permitted in the various planning areas to determine the planning area/s within which such land use is most similar and should be permitted.

The Planning Commission shall transmit its findings and recommendations to the City Council as to the classification proposed for any new or unlisted use. The City Council shall approve or disapprove the recommendation of the Planning Commission or make such determination concerning the classification of such use as is determined appropriate based upon its findings. If approved, the new or unlisted use shall be updated in the Land Use Matrix of this DDCD.

PART D

DESIGN CODE

8 Subdivision Design

8.1 Applicability

This Code applies in the assessment of all Sector Plan applications and subsequent related applications within the project.

8.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Facilitate the logical and efficient use of land for residential, non-residential and mixed-use development.
- III. Encourage safe, convenient and attractive neighborhoods and centers, that meet the diverse and changing needs of the project, including:
 - a cohesive neighborhood structure that facilitates permeability;
 - a block structure that supports transition and evolution of uses over time;
 - a range of housing opportunities to accommodate a diverse range of lifestyles;
 - protection of specific local site conditions, such as existing vegetation and other design variables;
 - access to non-residential and community facilities;
 - a street network that functions both as the principal movement network and an important aspect of the public realm;
 - streets that create an enjoyable experience for vehicular traffic, pedestrians and cyclists;
 - access to parks and recreation;
 - a quality development preserving the sense of place.

8.3 Development Standards

The applicable application shall comply with the minimum development standards of the City of New Braunfels Code of Ordinances §118 Street and Subdivision Platting, unless superseded by approved alternative development standards or this Mayfair Development and Design Control Document.

8.4 Residential Lot Dimensional Standards

	SINGLE FAMILY DETACHED DWELLING LOT, FRONT LOADED	SINGLE FAMILY DETACHED DWELLING LOT, ALLEY LOADED ¹	SINGLE FAMILY ATTACHED DWELLING (DUPLEX) LOT	SINGLE FAMILY ATTACHED DWELLING (ROWHOUSE) LOT ⁵	SINGLE FAMILY DETACHED DWELLING (ZERO LOT LINE) LOT ²	SINGLE FAMILY DETACHED DWELLING (CLUSTER) LOT ³	SINGLE-FAMILY DETACHED FOR RENT COTTAGES	MULTI-FAMILY ATTACHED DWELLING LOT
Minimum Lot/Parcel Area (sq. ft.)	4,400	3,520	4,000	1,800	2,500	2,000	2,000	12,000
Maximum Units per Structure			2	8				no limit ¹
Minimum Lot Width (ft.) (at building line)	40	32	45	24	30	40 ⁶	20	40
Minimum Front Setback (ft.)	20	10	20	10 & 12	20	10	10	15
Minimum Side Setback (ft.)	5	5	5	0 & 10 (exterior)	0 & 10 ⁴	5	10	15
Minimum Rear Setback (ft.)	10	5	10	5	5	5	5	15
Maximum Building Height (ft.)	35	35	35	35	35	35	35	60
Maximum Accessory Building Height (ft.)	15	15	15	15	15	15	15	15

¹ No limit on the number of apartment units per structure; 8 row home units per structure max.

² The dwelling on the zero lot line side may be offset from the lot line by no more than 1 ft. Min rear setback is 3 ft. where rear entry garages are provided from an alley, and 10 ft. where no alley is provided. Eaves and gutters may overhang the zero lot line side of the lot by no more than 18 inches. If there is an overhang over the lot line, a gutter is required such that roof runoff shall not be deposited over the lot line onto the abutting lot.

³ Vehicular access to individual cluster lots shall be provided via an internal drive or private street. Minimum corner lot setback (street-side) is 5 ft. from internal drive.

⁴ Corner lots 10' minimum side setback.

⁵ Rowhouses may be front or rear loaded, front loaded must have shared driveways.

⁶ Frontage not required provided dedicated perpetual access easement is in place.

* Additional housing types can be added at Sector Plan. Terminology between the sections 7.1, 8.4 and 9.6 will be aligned with each sector plan. This terminology alignment will not be considered an amendment to the DDCD, but an allowed clarification anticipated with each sector plan.

* 40' lots: when platted in contiguous parcels of 7 lots or more, a minimum of 25% of lots will be alley fed or have a shared driveway. All lots under 40' will have shared driveways or be alley fed.

8.5 MXD Lot Dimensional Standards

Reserved

8.6 Non-Residential Lot Dimensional Standards

	N-COMM NEIGHBORHOOD COMMERCIAL	F-COMM FLEX COMMERCIAL	L-IND LIGHT INDUSTRIAL	MXD MIXED-USE
Sq. Ft. Max	50,000			RESERVED
Lot Width (min. ft.)	60	60	60	
Lot Depth (min. ft.)	100	100	100	
Front Setback (min. ft.)	25	25	25	
Side Setback (min. ft.)	5	5	5	
Side Setback to Res. (min. ft.)	6	6		
Rear Setback (min. ft.)	20	20	20	
Rear Setback to Res. (min. ft.)	20 ¹	20 ¹	20 ¹	
Building Height, (max. ft.)	35	60	120	
Corner Lot Setback (min. ft.)	15	15	15	

¹ Setback adjoining one or two family use is 20 ft. plus 1 ft. for each foot of building height over 20 feet.

² No side building setback is required except where a side line abuts the sideline in any residential district, requiring a side setback of no less than 6 ft.

³ Where a driveway is located in front of a garage, the garage shall be setback 20 ft. from the ROW or the driveway to the garage shall be 20 ft. long

⁴ Where a non-residential building abuts a one- or two-family use, the setback from the residential property line shall be at least 20 feet plus one foot for each foot of building height over 20 feet.

8.7 Street Design Code

Mayfair streets will be developed to City of New Braunfels standards unless otherwise shown herein.

Intersection design, including bike lanes and paths, will be determined at the time of roadway design. Design will be in accordance with city code and accepted design standards.

	Local A Street	Local B Street ⁶	Minor Collector ¹⁰	Minor Collector w/ Bike Lanes	Major Collector	Major Collector w/ Bike Lanes	Minor Arterial	Minor Arterial w/ Bike Lanes	Parkway ⁷
Right-of-Way (min.)	50	56	60	72	90	102	98	110	200
Number of Lanes	2	2	3	3	4	4	4	4	4
Lane Width (min. ft.)	14	10-12	10-12	10-12	10	10	11	11	12
Pavement Width ¹ (min. ft.)	28	34	38	38	40	40	44	44	48
Parkway Width (min. ft.)	9	9	9	15	17	23	17	23	35
Median Width (min. ft.)	NR	NR	NR	NR	12	12	16	16	24
Sidewalk Width (ft.)	4/4	4/4	6/6	6/6	6/6	6/6	6/6	6/6	10/6 ²
Shared Use Path	NR	NR	NR	NR	NR	NR	NR	NR	Yes ²
Bike Lane				6/6 ³		6/6 ³		6/6 ³	
Grade (Max)	12.0%	10.0%	8.0%	8.0%	6.0%	6.0%	5.0%	5.0%	5.0%
Grade (Min.)	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Centerline Radius (min. ft.)	125	340	510	510	770	770	1200	1200	1200
Street Trees	Yes ⁴	Yes ⁴	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵	Yes ⁵
Max. Block Length (ft.)	750	1200 ⁸	NR	NR	NR	NR	NR	NR	NR

NR denotes item as "Not Required"

¹ Pavement width excludes 2' wide curb and gutter

² 10' shared use path on one side of roadway

³ 6' One-way offstreet separated bike lane on both sides of the road adjacent to 6' sidewalks

⁴ Street trees will be sited on private property on Local Streets. 2" caliper trees will be planted every 40 linear feet or every lot if smaller than 40 LF. See 11.3.1 for Street Tree Standards.

⁵ Street trees locations every 50 linear feet, 3" caliper on collectors, arterials and parkway. Tree locations and species must be presented with Street Tree Planting Plan at Final Plat. See 11.3.1 for Street Tree Development Standards.

⁶ Lane configuration shown within 38' pavement shown for illustrative purposes. Alternate lane configurations are allowed with approval of City Engineer

⁷ Parkway Section is for illustrative purposes. Final section to be coordinated with the City of New Braunfels and TxDOT at platting Phase.

⁸ No more than seven (7) residential lots of 40' width or less will be platted contiguously without an increase in lot width, or a block break, as defined as break by road, trail, drainage, easement or parkland.

Figure 8-1 Cross Sections – Local A Street

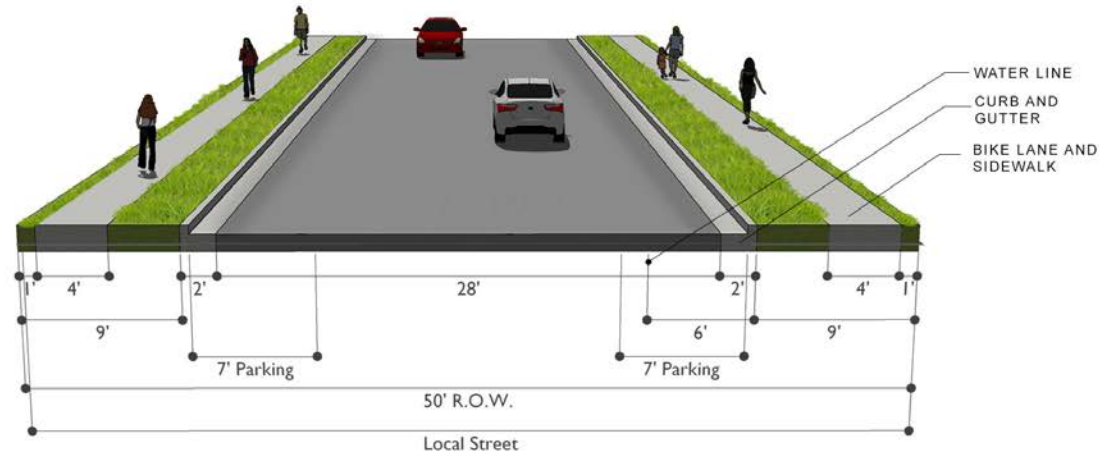
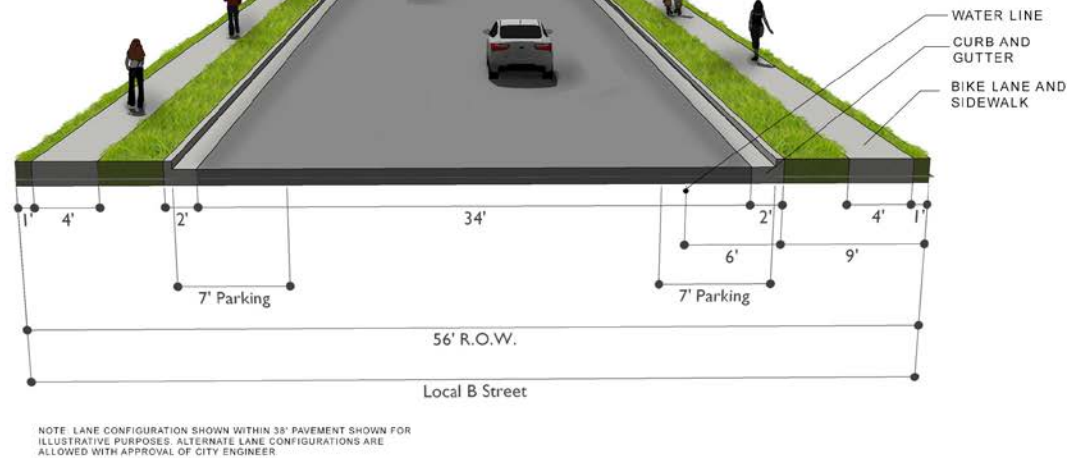


Figure 8-2 Cross Sections – Local B Street

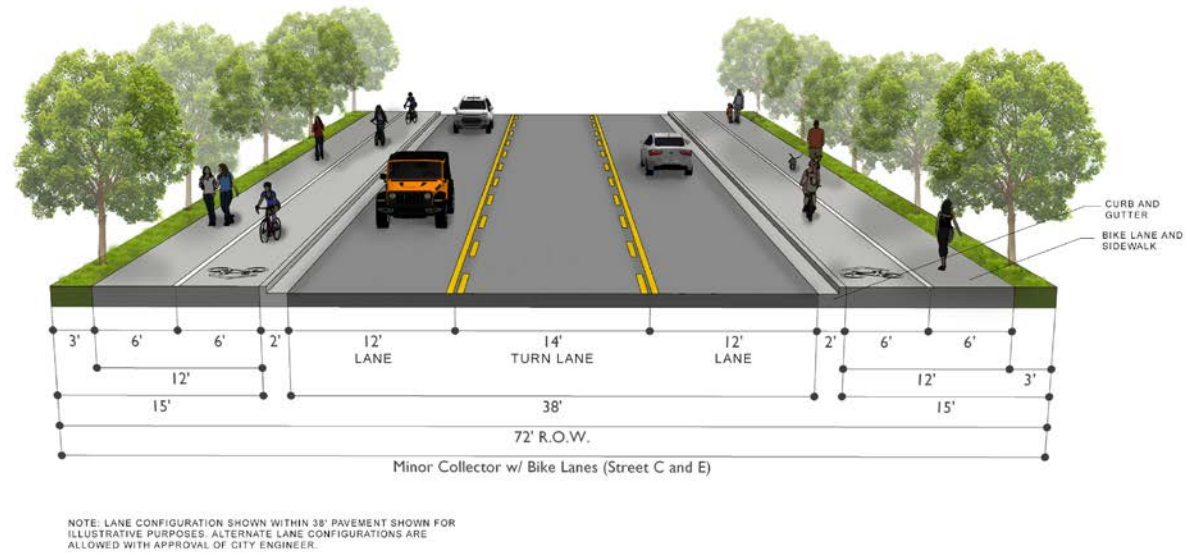


Note: Trees will be established by builders on local streets and residential collectors.
 Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

Figure 8-3 Cross Sections – Minor Collector



Figure 8-4 Cross Sections – Minor Collector w/ Bike Lanes



Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

Figure 8-5 Cross Sections – Major Collector

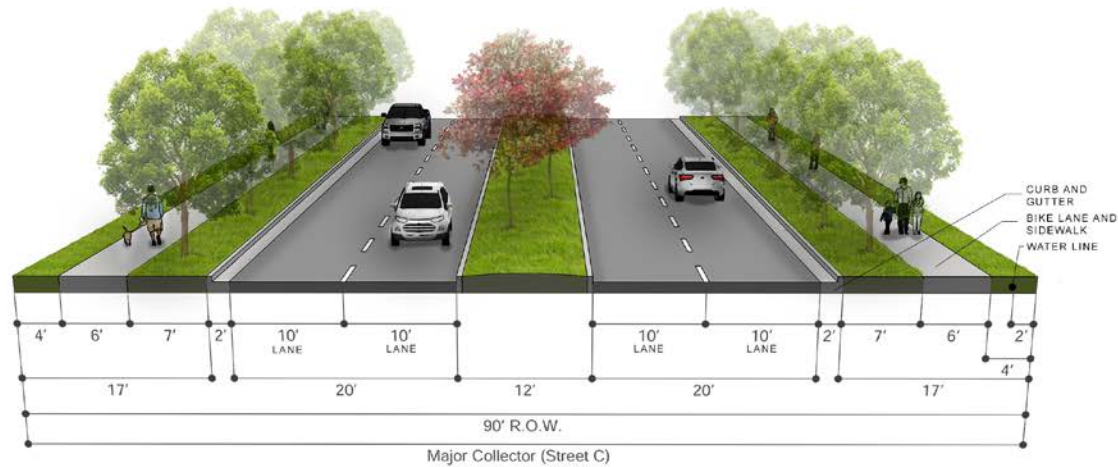
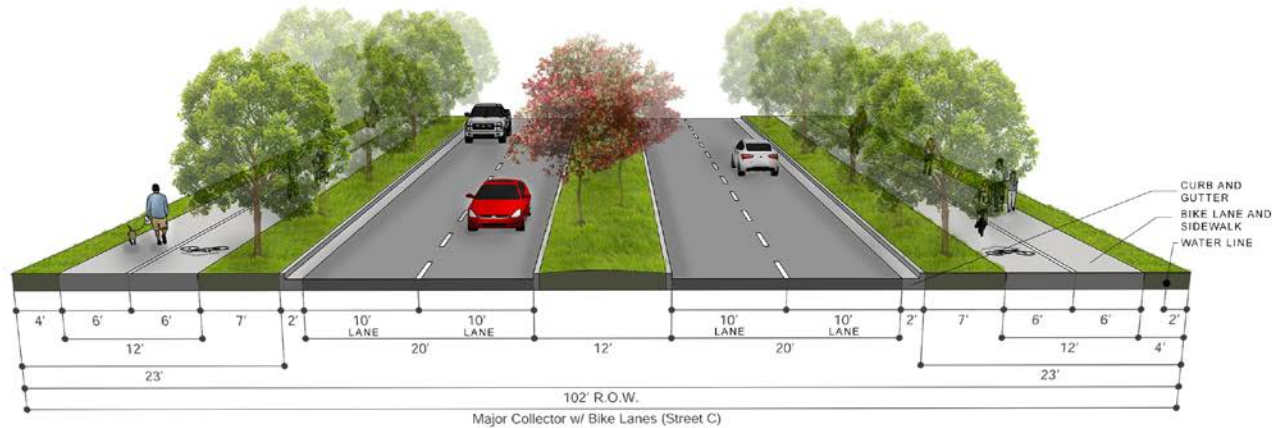


Figure 8-6 Cross Sections – Major Collector w/ Bike Lanes



Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

Figure 8-7 Cross Sections – Minor Arterial

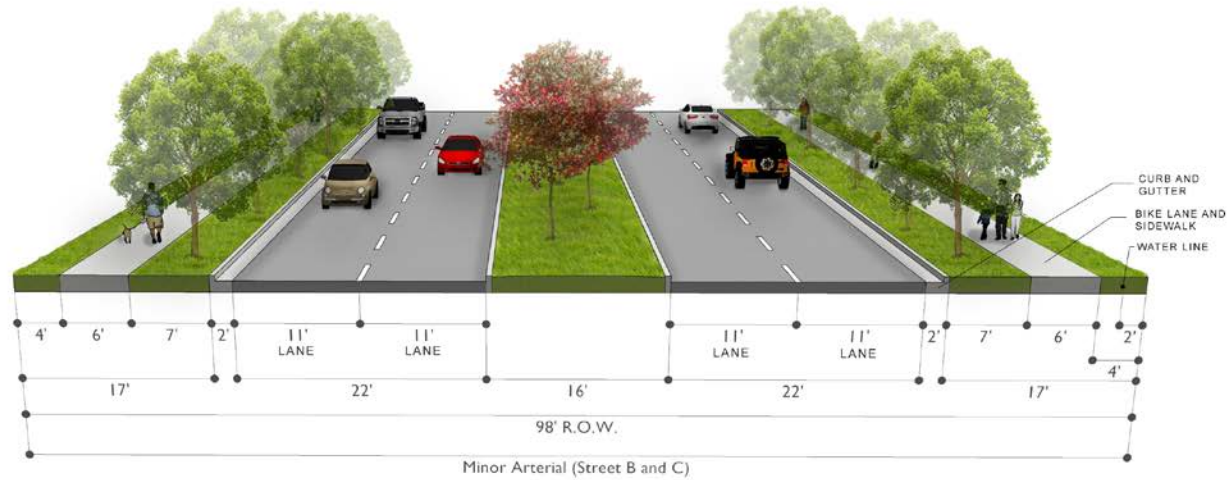
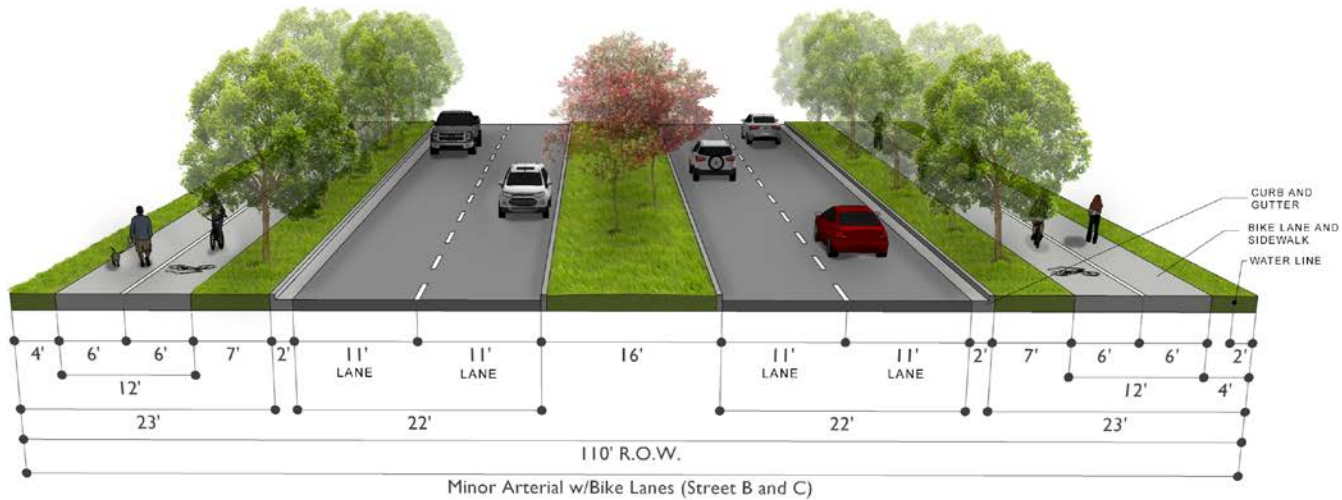
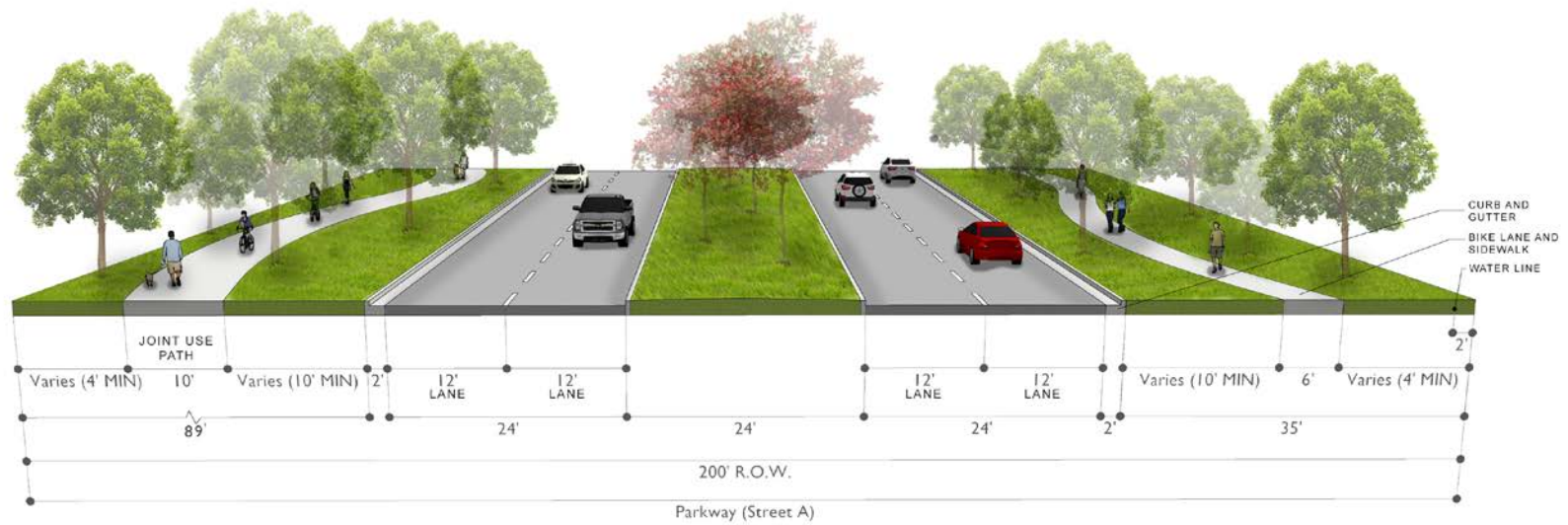


Figure 8-8 Cross Sections – Minor Arterial w/ Bike Lanes



Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

Figure 8-9 Cross Sections – Parkway



Note: Interim construction is allowable as coordinated with City Engineer.

Note: All streets will be delivered to City of New Braunfels standards unless otherwise presented herein.

8.8 Connectivity Ratio

To facilitate efficient traffic, access by service and emergency vehicles, and promote vehicle mobility, Mayfair will achieve an internal connectivity ratio of 1.4.

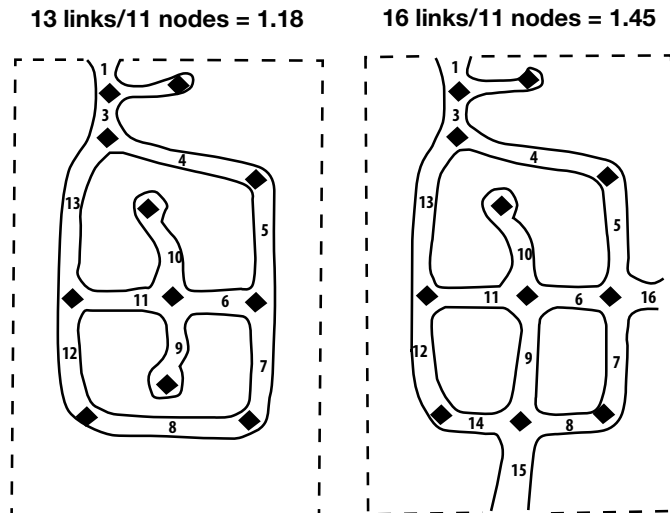
While the DDCD establishes the primary roads network within the community and externally to Mayfair, the connectivity ratio is aimed at ensuring roads within each residential plat/pod are designed to support ease of access and mobility.

Calculation:

Connectivity Ratio = Number of Street/Sidewalk Connections (links)/
intersections (nodes)

Each plat will achieve a minimum Connectivity Ratio of 1.4, ensuring that no plat put undue pressure on another to achieve an aggregated score.

Connectivity will be confirmed at Sector Plan but achieved by each individual plat.



PART E

LAND USE CODE

9 Land Use Code

9.1 Applicability

The code applies in the assessment of all applications for residential and non-residential use within the project.

9.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Ensure residential development, including ancillary structures, is compatible in scale, intensity and appearance with the purpose of the neighborhood.
- III. Ensure residential amenity is maintained.
- IV. Encourage a variety of housing product in an effort to provide affordable housing options and visual product diversity.

9.3 Development Standards

The applicable application shall comply with the minimum development standards of the City of New Braunfels Code of Ordinances §144 unless superseded by approved alternative development standards or this Mayfair DDGD.

9.3.1 Land Use Types

Mayfair is hereby divided into land use types as follows:

For the purpose of regulating and restricting the use of land and the erection, construction, alteration of and use of buildings or structures, the following Land Use Types are hereby created.

LAND USE		RESIDENTIAL PRODUCT TYPES ¹ (may include but not limited to)
RESIDENTIAL	MDR Mixed Density Residential	TF Single-family and two-family detached
		RH Rowhome attached
		ZH Zero lot line detached
		SC Single-family cluster detached
		SFR Single-family for rent cluster detached
		MF-1 Multi-family low density
		MF-2 Multi-family high density
NON-RESIDENTIAL	MXD High-intensity Mixed Use	
	N-Comm Neighborhood Commercial	
	F-Comm Flex Commercial	
	L IND Light Industrial District	

¹ Refer to 7.1 for Allowed Land Uses by Residential Product Type

In an effort to promote diversity and appropriate housing product, additional residential product types may be proposed or included.

9.3.1.1 Regulations for all Land Use Types

Except as provided in Part C and Part D of this DDGD, the following shall apply;

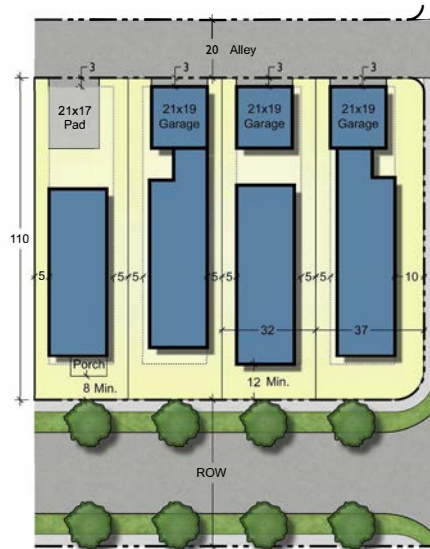
MINIMUM DEVELOPMENT STANDARD		
Use	1.1	No building or structure shall be erected, constructed, reconstructed or altered, nor shall any building, structure or land be used for any purpose other than is permitted in the Planning Area in which such building, structure or land is situated
Height	2.1	No building or structure shall be erected, constructed, reconstructed or altered to exceed the height limit herein established for the Planning Area in which such building or structure is located
Area	3.1	No lot area shall be reduced or diminished so that the building setbacks or other open spaces shall be less than prescribed by this chapter, nor shall the density of dwelling units be increased in any manner, except in conformity with the area regulations established herein. Every building hereafter erected shall be located on a lot as herein described. Buildings shall not cross lot lines.
Number of buildings on a lot or parcel	4.1	More than one main building is allowed on a lot or parcel as provided for in section 7.1. See Development Standards for ADUs in section 9.3.1.1.

MDR MIXED DENSITY RESIDENTIAL LAND USE		
Purpose	1.1	Development of a variety of low to medium density residential use types to create a diverse and inclusive neighborhoods that are sustainable.
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in Part C.
Height and Area Requirements	3.1	See Part D section 8.4

TF SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL PRODUCT TYPES

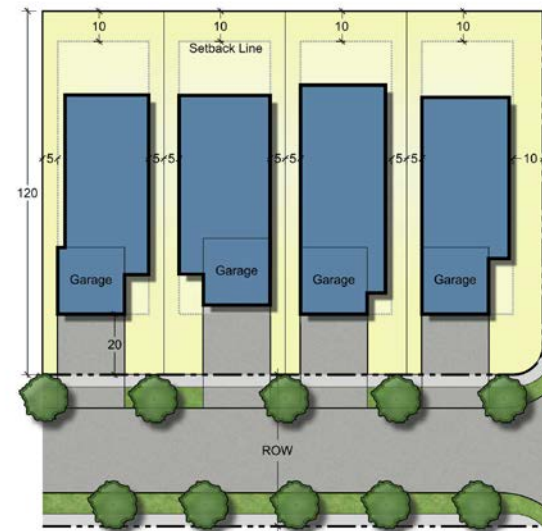
Purpose	1.1	Development of single-family residences and associated uses as well as for development on larger parcels of land of low density two-family duplex units.
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in Part C.
Height and Area Requirements	3.1	See Part D section 8.4
	3.2	Single family detached narrower than 40' will be alley loaded.

Examples of TF Single-Family and Two-Family Residential Product Types



32' (34' & 40') Single Family Alley-Loaded Lots

Width: 32' (+5' on corners)
Depth: 110'
Access: Rear Alley
Front Setback: 12' min. (Porch may encroach, 10' min setback)
Rear Setback: 5' min. (garage or pad)
Side Setback: 5' min.



40' Single Family Front-Loaded Lots

Width: 40' (+5' on corners)
Depth: 110'
Access: Front
Front Setback: 20' min.
Rear Setback: 10' min.
Side Setback: 5' min.

Example of TF Single-Family and Two-Family Residential Product Types



52' Two Family Shared Driveway

Width: 52' (+5' on corners)

Depth: 125'

Access: shared drive, rear

Front Setback: 12' min. (Porch may encroach, 8' min setback)

Rear Setback: 10' min. (garage or pad)

Side Setback: 5' min./7' min. (+ 5' on corners)

RH ROWHOME ATTACHED RESIDENTIAL PRODUCT TYPE																													
Purpose	1.1	Development of single-family residential rowhomes.																											
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in Part C.																											
Height and Area Requirements	3.1	<table> <tr> <th></th><th>Fee Simple</th><th>Condominium</th></tr> <tr> <td>Minimum Lot Parcel</td><td>1,800</td><td>7,380</td></tr> <tr> <td>Max Units per Structure</td><td>8</td><td>8</td></tr> <tr> <td>Minimum Lot Width (ft.)</td><td>24</td><td>82</td></tr> <tr> <td>Minimum Front Setback (ft.)</td><td>10 & 12</td><td>15</td></tr> <tr> <td>Minimum Side Setback (ft.)</td><td>0 & 10 (exterior)</td><td>5</td></tr> <tr> <td>Minimum Rear Setback (ft.)</td><td>5</td><td>10</td></tr> <tr> <td>Maximum Building Height (ft.)</td><td>35</td><td>35</td></tr> <tr> <td>Maximum Accessory Building Height</td><td>15</td><td>15</td></tr> </table>		Fee Simple	Condominium	Minimum Lot Parcel	1,800	7,380	Max Units per Structure	8	8	Minimum Lot Width (ft.)	24	82	Minimum Front Setback (ft.)	10 & 12	15	Minimum Side Setback (ft.)	0 & 10 (exterior)	5	Minimum Rear Setback (ft.)	5	10	Maximum Building Height (ft.)	35	35	Maximum Accessory Building Height	15	15
	Fee Simple	Condominium																											
Minimum Lot Parcel	1,800	7,380																											
Max Units per Structure	8	8																											
Minimum Lot Width (ft.)	24	82																											
Minimum Front Setback (ft.)	10 & 12	15																											
Minimum Side Setback (ft.)	0 & 10 (exterior)	5																											
Minimum Rear Setback (ft.)	5	10																											
Maximum Building Height (ft.)	35	35																											
Maximum Accessory Building Height	15	15																											
RH DEVELOPMENT STANDARDS																													
Common Open Space	4.1	A minimum of 250 square feet of common open space per lot shall be provided within the rowhome project. In computing the required common open space, individually owned row home lots, required front, rear, or side setbacks, streets, alleys, or public rights-of-way of any kind, vehicular drives, parking areas, service drives, or utility easements shall not be included. Drainage easements and detention ponds may be used in computing common open space.																											
Building Group	5.1	There shall be no less than two nor more than eight individual dwelling units in each building or dwelling group. Each building group shall be at least 20 feet from any other building group, measured from the nearest points of their foundations. Each building or building group shall be at least 20 feet from any subdivision or zoning district boundary line.																											
Accessory Buildings	6.1	Any detached accessory buildings permitted, except carports open on at least two sides, shall be set at least three feet away from the side lot line unless their walls are equal in fire resistance to the common walls of the main structure. Detached carports, open on at least two sides, may be built to the property line with no common wall required. Rear building setbacks for an accessory building shall be three feet.																											
Parking	7.1	There shall be at least two off-street parking spaces for each rowhome. Garage parking will apply toward this requirement. See City of New Braunfels Code of Ordinance §144-5.1 for other permitted uses' parking.																											

Example of RH Rowhome Residential Product Type (Non-Exclusive)



24' Alley Loaded Rowhome

Width: 24' (10' on corners)

Depth: 75'

Access: rear alley

Front Setback: 12' min. (Porches may encroach-10' setback)

Rear Setback: 5' min. (garage or pad)

Side Setback: 0' (10' separation between buildings)

ZH ZERO LOT LINE DETACHED RESIDENTIAL PRODUCT TYPE

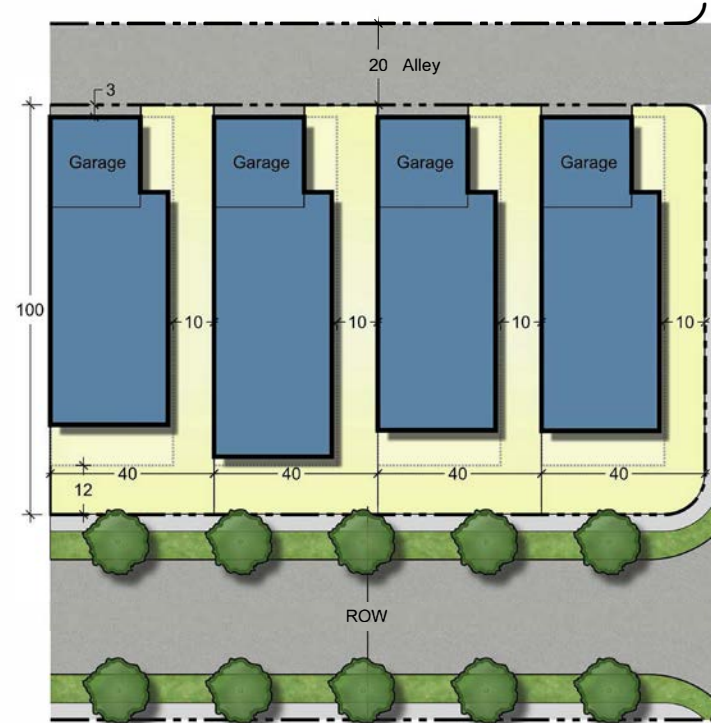
Purpose	1.1	Development of detached single-family residences on compact lots having one side building setback reduced to zero feet, also commonly referred to as “zero lot line,” and having a minimum lot size of 4,000 square feet.	
Height and Area Requirements	2.1	Minimum Lot/Parcel Area	2,500
		Minimum Lot Width (ft.)	30
		Minimum Front Setback (ft.)	20
		Minimum Side Setback (ft.)	0 & 10
		Minimum Rear Setback (ft.)	5
		Maximum Building Height (ft.)	35
		Maximum Accessory Building Height (ft.)	15
		The dwelling on the zero lot line side may be offset from the lot line by no more than 1 ft. Min rear setback is 3 ft. where rear entry garages are provided from an alley, and 10 ft. where no alley is provided. Eaves and gutters may overhang the zero lot line side of the lot by no more than 18 inches. If there is an overhang over the lot line, a gutter is required such that roof runoff shall not be deposited over the lot line onto the abutting lot.	
Minimum Area	3.1	Not less than three lots with common side lot lines will be permitted for zero lot line homes.	
Zero Lot Line Wall	4.1	No door or window openings shall be built into the first floor side wall facing the zero lot line side except those that are more than three feet from the easement line and screened by a masonry wall at least eight feet in height so that the opening(s) is not visible from the adjoining property. See illustration 3. Glass block or similar, or Clerestory windows a minimum 7 feet above grade allowed on the first floor. No restrictions on the second story.	
Overhang	5.1	Eaves and gutters may overhang the zero lot line side of the lot by no more than 18 inches. If there is an overhang over the lot line, a gutter is required such that roof runoff shall not be deposited over the lot line onto adjoining property. No balconies allowed.	
Maintenance, Drainage and Overhang Easement	6.1	A maintenance, drainage easement of five feet shall be provided on each lot that is adjacent to a lot with a zero setback allowance. This easement shall be for the purpose of maintaining the wall and foundation that is adjacent to one side property line to provide for proper maintenance and drainage. Must be included on subdivision plat.	
Parking	7.1	There shall be at least two off-street parking spaces for each zero lot line home. Garage parking will apply toward this requirement.	

Examples of ZH Zero Lot Line Residential Product Types



40' Zero Lot Line Front-Loaded Lot

Width: 40'
Depth: 100'
Access: Front
Front Setback: 20' min.
Rear Setback: 10' min.
Side Setback: 10' min. and 0' min.



40' Zero Lot Line Alley-Loaded

Width: 40'
Depth: 100'
Access: Rear Alley
Front Setback: 12' min.
Rear Setback: 5' min. (garage or pad)
Side Setback: 10' min. and 0' min.

SC SINGLE-FAMILY CLUSTER DETACHED RESIDENTIAL PRODUCT TYPE

Purpose	1.1	Development of detached single-family residences in a cluster configuration providing common space for all.															
Development Standards	2.1	A minimum of 150 sq.ft. of common open space, with a minimum width of 10 ft., is provided per dwelling															
	2.2	Common open space shall exclude streets, alleys, public ROW, vehicular drives, parking areas, service drives or utility easements. Up to 30% of common open space may include drainage easements and detention ponds only where such facilities are accessible for use by residents or are low impact development measures.															
Height and Area Requirements	3.1	<table><tr><td>Minimum Lot/Parcel Area</td><td>2,000</td></tr><tr><td>Minimum Lot Width (ft.)</td><td>10</td></tr><tr><td>Minimum Front Setback (ft.)</td><td>10</td></tr><tr><td>Minimum Side Setback (ft.)</td><td>5</td></tr><tr><td>Minimum Rear Setback (ft.)</td><td>5</td></tr><tr><td>Maximum Building Height (ft.)</td><td>35</td></tr><tr><td>Maximum Accessory Building Height (ft.)</td><td>15</td></tr></table>		Minimum Lot/Parcel Area	2,000	Minimum Lot Width (ft.)	10	Minimum Front Setback (ft.)	10	Minimum Side Setback (ft.)	5	Minimum Rear Setback (ft.)	5	Maximum Building Height (ft.)	35	Maximum Accessory Building Height (ft.)	15
		Minimum Lot/Parcel Area	2,000														
		Minimum Lot Width (ft.)	10														
		Minimum Front Setback (ft.)	10														
		Minimum Side Setback (ft.)	5														
		Minimum Rear Setback (ft.)	5														
		Maximum Building Height (ft.)	35														
		Maximum Accessory Building Height (ft.)	15														
Vehicular access to individual cluster lots shall be provided via an internal drive or private street. Minimum corner lot setback (street-side) is 5 ft. from internal drive.																	

Example of SC Single-Family Detached Cluster Residential Product Types



**40' Shared Drive Cluster Home
- with Access Easement**

Width: 40' - 55' (+5' on corners)

Depth: 100' - 110'

Access: shared autocourt

Front Setback: 12' min. (for lots on ROW)

Rear Setback: 10' min.

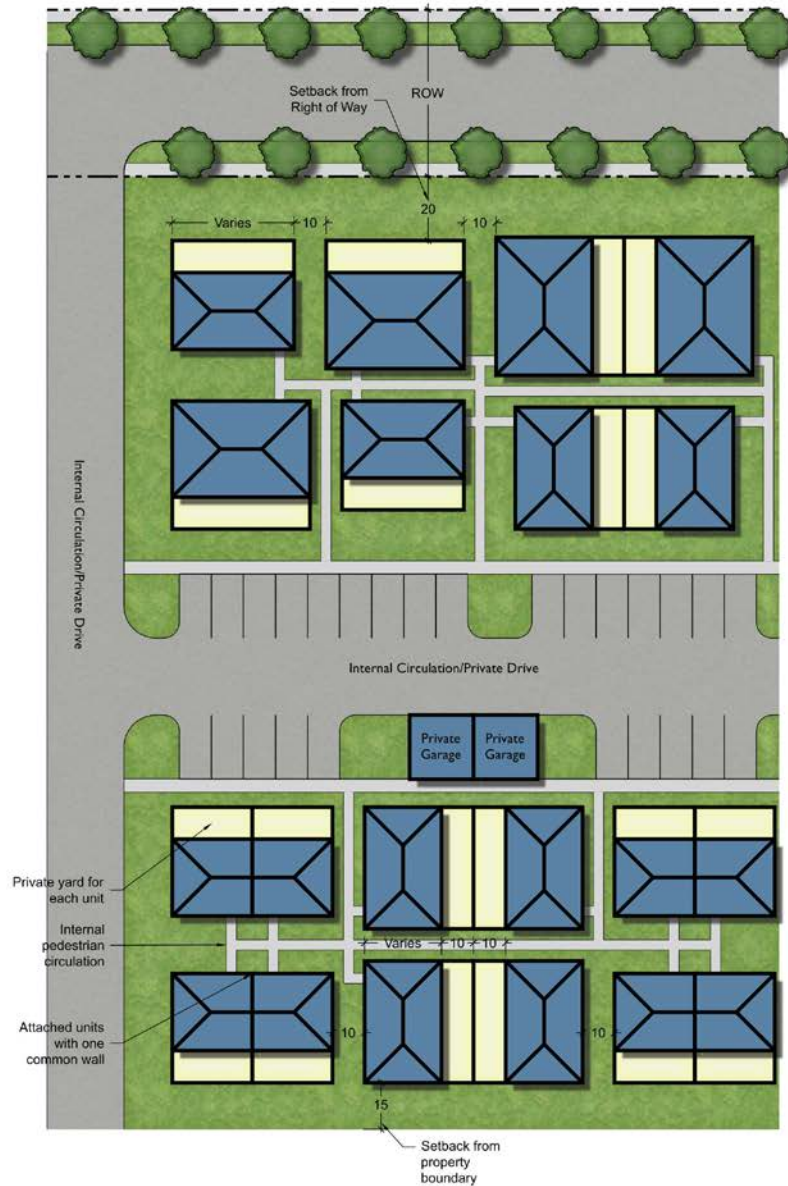
Side Setback: 5' min./10' min. (+5' on corners)

Lots do not require frontage provided dedicated perpetual access easement.

Subject to fire code.

SFR SINGLE-FAMILY FOR RENT CLUSTER RESIDENTIAL PRODUCT TYPE		
Purpose	1.1	Development of detached single-family detached residences in a cluster configuration designed for rental use.
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in Section C.
Minimum Area	3.1	A minimum of 150 sq. ft. of common open space, with a minimum width of 10 ft., is provided per dwelling.
	3.2	Common open space shall exclude streets, alleys, public ROW, vehicular drives, parking areas, service drives or utility easements. Up to 30% of common open space may include drainage easements and detention ponds only where such facilities are accessible fo use by residents or are low impact development measures.
Height and Area Requirements	4.1	See Part D section 8.4

Example of SFR Single-Family for Rent Cluster Residential Product Type



Single Family for Rent Cottages

Width: Lot width varies

Depth: Lot depth varies

Access: Internal circulation, common parking lots, private garages

Setback from ROW: 20' min

Setback from Property Boundary

Unit Separation: 10' min.

Parking configuration will be formalized at plat submittal.

MF-1 MULTI-FAMILY LOW DENSITY RESIDENTIAL PRODUCT TYPE

Purpose	1.1	Development of multiple-family, apartment residences at not more than 14 units per acre.
Height and Area Requirements	2.1	Residential: See Part D section 8.4
	2.2	Non-residential: Reserved
Accessory Uses	3.1	Accessory uses such as swimming pools, tennis courts and playgrounds will not be permitted within any required yard.
Lot Coverage	4.1	The combined area of all yards shall not be less than 50 percent of the total lot or tract; provided however, that in the event enclosed or covered parking is provided, the minimum total yard area requirement shall be 40 percent of the total lot or tract.
Distance Between Structures	5.1	There shall be a minimum of 12 feet between structures side by side; a minimum of 30 feet between structures side by front or rear; a minimum of 50 feet between structures front to front; and a minimum of 20 feet between structures backing rear to rear; and a minimum of 20 feet between structures front to rear. The following illustration (Illustration 2) is a visual depiction of the distances between multifamily structures.
Parking	6.1	For apartments, apartment hotel units and other multifamily dwellings, off-street parking spaces shall be provided in accord with the following schedule:

Bedrooms	Parking Spaces (Per Unit)
1	1.5
2	2
each additional bedroom	0.5
Dwelling unit for low-income elderly (55 yrs+ with low/moderate income as per HUD	0.75

MF-2 MULTI-FAMILY HIGH DENSITY RESIDENTIAL PRODUCT TYPE

Purpose	1.1	Development of multiple-family residences at not more than 24 units per acre. Multi-Family High Density uses should be located on arterials and state roads and not be accessed through single-family and duplex areas.
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in section C.
Height and Area Requirements	3.1	Residential: See Part D section 8.4
	3.2	Non-residential: Reserved

ACCESSORY DWELLING UNITS (ADU)

Purpose	1.1	Development of Accessory Dwelling Units (ADUs) to serve as on-site secondary living space, including a guest cottage, in-law suite or garage loft.
Authorized Uses	2.1	Uses permitted as set forth in the land use matrix section C.
Height and Area Requirements	3.1	Maximum size: 1,100 sq.ft.
	3.2	Maximum height of ADU shall not exceed the height of the primary structure, unless otherwise restricted in this document.
	3.3	Side setback minimum 5 ft.
	3.4	Rear setback minimum 5 ft.
	3.5	The ADU shall not occupy more than 30 percent of the rear yard.
	3.6	ADUs may be furnished as separate living quarters, including all utilities and full kitchens.

MXD MIXED USE LAND USE

Purpose 1.1 The MXD mixed use land use is intended to provide for a mixture of retail, office, and residential uses in close proximity to enable people to live, work and shop in a single location. Bed-and-breakfast establishments could also be located in this land use. Pedestrian walkways and open areas are desired in order to promote a pedestrian-friendly environment.

Authorized Uses 2.1 RESERVED

N-COMM NEIGHBORHOOD COMMERCIAL LAND USE

Purpose 1.1 To provide office, business and professional services, and light retail and commercial uses to serve adjacent neighborhoods. The uses found in the neighborhood business land use are generally clustered at major intersections of collector streets near the perimeters of residential neighborhoods. No major shopping or office centers are included in this land use. No use that is noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas shall be included in this land use.

Authorized Uses 2.1 Uses permitted by right shall be those set forth in the land use matrix in section C.

Height and Area Requirements 3.1 See Part D section 8.5

F-COMM FLEX COMMERCIAL LAND USE

Purpose	1.1	To provide areas for a broad range of office and retail uses. This land use should generally consist of retail nodes located along or at the intersection of major collectors or thoroughfares to accommodate high traffic volumes generated by general retail uses.
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in section C.
Height and Area Requirements	3.1	See Part D section 8.5

L-IND LIGHT INDUSTRIAL LAND USE

Purpose	1.1	For the conduct of light manufacturing, assembling and fabrication activities, distribution, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits. Such uses generally require accessibility to major thoroughfares, major highways, railways or other means of transportation.
Authorized Uses	2.1	Uses permitted by right shall be those set forth in the land use matrix in section C.
	2.2	Authorized uses include any comparable business or use not included in or excluded from any other land use described in Part C provided that such use is not noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas.
Height and Area Requirements	3.1	See Part D section 8.5

9.5 Special Use Permits

9.5.1 Purpose

A Special Use Permit may be granted to allow orderly development which may be suitable only in certain locations and land use planning areas.

9.5.2 Application Processing

Refer to §144-3.6 for applicable process and standards for Special Use Permit.

9.6 Housing Product Diversity

To promote a variety of housing product in scope, form and affordability, Mayfair will regularly evaluate product diversity.

Mayfair's Housing Diversity Program is designed to:

- Support affordable housing in both rental and whole ownership
- Allow for easy evaluation
- Confirm execution of built product
- Encourage new and diverse residential products, supporting the need for Missing Middle housing

Housing Diversity Milestones:

- 1st Quartile: at least 5 housing types from at least 2 categories
- 2nd Quartile: at least 7 housing types from at least 3 categories
- 3rd Quartile: at least 8 housing types from at least 3 categories
- 4th Quartile: at least 8 housing types from at least 4 categories

* Additional housing types can be added at Sector Plan. Terminology between the sections 7.1, 8.4 and 9.6 will be aligned with each sector plan. This terminology alignment will not be considered an amendment to the DDCCD, but an allowed clarification anticipated with each sector plan.

CATEGORIES	HOUSING TYPES (EXAMPLES)
SF Detached For Sale	SF Detached 70'+
	SF Detached 55'-69'
	SF Detached 45'-54'
	SF Detached 40'-44'
	SF Detached 40'44' Alley fed
	SF Cluster
	SF Zero Lot Line
SF Detached For Rent	SF Detached 55'-69'
	SF Detached 45'-54'
	SF Detached 40'-44'
	SF Cluster for Rent
Attached For Sale	Attached Units (Townhomes/Rowhomes)
	Attached Unit (Duplex-Quadplex)
	Attached Bungalow Court
Attached For Rent	Attached Unit (Townhomes/Rowhomes)
	Attached Unit (Duplex-Quadplex)
	Attached Unit Bungalow Court
Multi-Family	Dwelling Unit MF building large
	Dwelling Unit MF building small
ADU	Accessory dwelling unit large
	Accessory dwelling unit small

PART F

PARK USE CODE

10 Park Use Code

10.1 Applicability

This Code applies in the assessment of all applications for a park use within the project.

10.2 Purpose

The objectives in developing the project are to:

- I. Ensure the Open Space/Environment/Parks and Amenities Guiding Principles and Objectives are met.
- II. Provision is made for sufficient parks to:
 - meet the needs of the project and to ensure that the environmental and scenic values of the area are protected;
 - meets or exceeds the City's minimum parkland dedication standard;
 - identify acreage standards required by park type;
 - provide a diversity of settings and recreational opportunities;
 - support riparian corridors and significant vegetation and habitat areas where present on the site;
 - provide connectivity, both internal and external to the project;
 - support multi-modal movement through the community using trails to connect neighborhoods and amenities to parks;
 - support the goal for shared parking for trails and public park use;
 - mitigate drainage impacts through varied park and open space throughout the community;
 - align with park types and standards in City of New Braunfels Parks and Recreation Strategic Master Plan;
 - identify appropriate and applicable park amenities as prioritized in the City of New Braunfels Parks & Recreation Strategic Master Plan.

10.3 Development Standards

The applicable application shall comply with the minimum development standards of this Code unless superseded by approved alternative development standards.

Where there is a conflict between this Code and other codes, such a conflict is to be resolved in accordance with Figure 2-2.

Table 10-1 All Parks – General

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A Park Master Plan prepared by a certified landscape architect shall be submitted as part of a Sector Plan application for community parks and greenbelts/conservation parks/trails, and as a Plat Application for all other parks.
	1.2	Where a park is proposed to be dedicated as public park land and district-managed it shall comply with the Development Agreement, Code of Ordinances §118-57 or specified in this section.
	1.3	Parks will align in classification and design principles with the City of New Braunfels Parks & Recreation Strategic Master Plan.
	1.4	Park programming will reference the City of New Braunfels Parks & Recreation Strategic Master Plan and feedback from Parks and Recreation staff to deliver high priority amenities where possible.
Total Park Land and Trail Mileage	2.1	A minimum of 300 acres of park land will be District-managed and open to the public, this is to be achieved through a combination of neighborhood and Community Parks and Greenbelts/Conservation Parks/Trails.
	2.2	A community trail network traversing over 30 miles and will be comprised of 10' shared use paths, 6' protected bicycle lanes and on-street trails (sidewalks).
	2.3	A park trail network will include 13 miles of recreational trails to be comprised of nature and interior walking loops.
	2.4	All residential units will be located within 1/4 mile of Mayfair park land as described herein.
Design Standards	3.1	<p>All Parks will aim to achieve the following goals where reasonable;</p> <ul style="list-style-type: none"> • High visibility from sidewalks, streets & buildings • Provide opportunities for shade and sun, • Incorporate water elements • Incorporate wind protection • Provide opportunities for art • Integrate with adjacent public rights-of-way • Provide opportunities to connect with civic facilities (public parks) • Provide opportunities to connect to multi-modal facilities (i.e., bike, HBT, or transit) • Support universal accessibility • Incorporate sustainable design (native plants, rainwater irrigation, etc.)

10-1 Park Dedication/Development Schedule

		1ST HALF QUARTILE 1	2ND HALF QUARTILE 1	QUARTILE 2	QUARTILE 3	QUARTILE 4	PROJECT TOTAL
Residential Units		750	750	1,500	1,500	1,500	6,000 units
PARK TYPE		Minimum Development Schedule					
Private Parks	Pocket Parks	1 park	1 park	1 park	2 parks	2 parks	7 Pocket Parks
	Recreation Centers		1 Rec Center			1 Rec Center	2 Rec Centers
Public Parks	Greenbelts/Conservation Parks/Trails	16 acres	15 acres	28 acres	TBD (combined w/Community Parks = 75 acres)	TBD (combined w/Community Parks = 95 acres)	133 acres
	Community Parks	31 acres	0	40 acres			120 acres
	Natural Area/Easement	TBD (pending utility easement agreements and development progression)					77 acres
Minimum Total Dedicated Public Parks Acreage		47 acres	15 acres	68 acres	75 acres	95 acres	331 acres
Total Parks Investment		\$1,528,500	\$1,528,500	\$3,057,000	\$3,057,000	\$3,057,000	\$12,228,000.00

Note: Owner may satisfy any or all of its obligations in the Park Schedule in advance of the schedule.

10.3.2 Community Parks

MINIMUM DEVELOPMENT STANDARD		
General	1.1	<p>A total of three Community Parks will be created within the community in accordance with the Parkland Dedication/Development Schedule in 10-1.</p> <p>Note: The Master Developer reserves the right to determine the location of such park and no development approval shall be withheld or delayed in relation to such park unless the final Sector Plan for the area is filed and the standard has not yet by satisfied in that Sector Plan or a prior Sector Plan.</p>
Programming Schedule	2.1	Community Parks will align with the Park Classification and Park Design Principles as stated in the City of New Braunfels Parks and Recreation Strategic Master Plan.

10.3.3 Pocket Parks

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A minimum of seven (7) Pocket Parks will be created in the project in accordance with Parkland Dedication/Development Schedule in Table 10-1.
	1.2	A Pocket Park will be no less than 0.25 acre in size.
	1.3	Pocket Parks will operate as private parks for the sole use of residential property owners and tenants as designated in the CC&Rs.
	1.4	Pocket Parks will be located within residential neighborhoods, and will not be adjacent to major roadways.
	1.5	Pocket Parks will have a minimum of 50 ft. of frontage to at least one minor roadway.
	1.6	In a Pocket Park, sidewalk or shared use path adjacent to a street will suffice as sidewalk requirement.
Programming Schedule	2.1	Pocket Parks will align with the Park Classification and Park Design Principles as stated in the City of New Braunfels Parks and Recreation Strategic Master Plan.
	2.2	Pocket Parks may include lawn areas, picnic shelters and tables, play equipment, or other amenities that area appropriate for the demographics and neighborhood activities.

Pocket Park Examples



10.3.4 Greenbelts/Conservation Parks/Trails

MINIMUM DEVELOPMENT STANDARD		
General	1.1	Greenbelts/Conservation Parks/Trails shall be located along large utility corridors and channels. They are designed to connect people to places within Mayfair and may include paved or natural trails.
	1.2	Mayfair's Greenbelts/Conservation Parks/Trails are planned to comprise 54 acres and span over 13 miles.
Programming Schedule	2.1	Greenbelts/Conservation Parks/Trails will align with the Park Classification and Park Design Principles as stated in the City of New Braunfels Parks and Recreation Strategic Master Plan.
	2.2	Programming may include natural or paved trails, including mountain bike trails.
	2.3	Major and minor trailheads will be located within 1/4 mile of the locations on the Open Space/Environment/Parks and Amenities framework.
	2.4	Major trailheads shall include shade (either via plantings or a formal structure), seating, restrooms, trash and recycling receptacle including pet waste receptacle, directional signage with park/trail rules, and a drinking fountain, including a pet drinking fountain
	2.5	Parking shall be provided within 600 ft. of a major trailhead as per Table 12-2.
	2.6	Where on-street parking is permitted in accordance with Table 12-1, on-street parking shall satisfy the requirements of this development standard.
	2.7	Minor trailheads shall include shade (either via plantings or a formal structure) trash and recycling receptacle and directional signage with park/trail rules.
	2.8	Trail Accessways (maintained natural paths within easements) will be located on every cul de sac with lots backing to parks or community trails.



Example: Mountain Bike Trail



Example: Nature Trail



Example: Utility Corridor Trail



Example: Riparian Trail



Example: Parkway Utility Trail



Example: Shared Use Path

10.3.5 Recreation Centers

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A minimum of two (2) Recreation Centers will be created in Mayfair for the sole use of Mayfair residents as per community CC&Rs. Each Recreation Center will be located on a minimum of 5 acres.
Programming Schedule	2.1	Recreation Centers that are intended to function as private parks shall comply with the development standards required for public parks.
	2.2	Recreation Centers, such as clubhouses, gyms, standalone swimming pools and tennis courts etc., which are not intended to function as a private park, shall not be required to comply with this Code.

Recreation Center Examples



10.3.6 Trailhead

MINIMUM DEVELOPMENT STANDARD		
Location	1.1	Major and minor trailheads will be located within ¼ mile of the locations as presented on the Open Space/Environment/Parks and Amenities Framework.
Programming Schedule	2.1	Major trailheads shall include shade (either via plantings or a formal structure), seating, restrooms, trash and recycling receptacle including pet waste receptacle, directional signage with park/trail rules, and a drinking fountain, including a pet drinking fountain
	2.2	Parking shall be provided within 600 ft. of a major trailhead as per Table 12-2. Where on-street parking is permitted in accordance with Table 12-1, on-street parking shall satisfy the requirements of this development standard.
	2.3	Minor trailheads shall include shade (either via plantings or a formal structure) trash and recycling receptacle and directional signage with park/trail rules.

PART G

GENERAL CODES

11 Landscape & Lighting

11.1 Applicability

This Code applies in the assessment of all applications within the project.

11.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Create aesthetically pleasing, safe and functional environments for people to live, work, visit and invest.
- III. Contribute to the legibility and character of the project.
- IV. Integrate stormwater and water quality BMP facilities into landscape design.
- V. Provide attractive streetscapes that reinforce the functions of a street and enhance the amenity of buildings.
- VI. Ensure that landscaping is a functional part of development design.
- VII. Support community cohesive presentation through landscape & lighting.
- VIII. Provide landscaping as a visually appealing buffer in high density areas.
- IX. Deliver a landscaping plan that supports the community's overarching goal of utilizing Low Impact Development methods where ever possible.

11.3 Development Standards

The applicable application shall comply with the minimum development standards of this Code unless superseded by approved alternative development standards.

Where there is a conflict between this Code and other codes, such a conflict is to be resolved in accordance with Figure 2-2.

11.3.1 Landscaping – General

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A Landscape Plan shall be submitted as part of a Building Permit/Site Plan application.
	1.2	Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pests and insects.
	1.3	Grass areas shall be sodded, plugged, sprigged, hydro-mulched or seeded, except that solid sod or other erosion control devices identified in the TCEQ Erosion Control Manual, shall be used in swales, earthen berms or other areas subject to erosion.
	1.4	Ground covers shall be planted in such a manner as to present a finished appearance.
	1.5	Earthen berms shall have side slopes not to exceed 33 percent (3 ft. of horizontal distance for each one foot of vertical height).
	1.6	All new trees shall be provided with a permeable surface of 100 sq. ft. under the average growth drip line of the species.
	1.7	Plantings shall consist of permeable surface areas only. The permeable surface area of shrubs may be included within the permeable surface area required for trees.
	1.8	Each tree and shrub shall be planted at least 30 in. from the edge of any impervious surface.
	1.9	Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing
Plant Materials	2.1	Standards for planting shall conform to the latest standards of ANSI A300 Best Management Practices for Tree Planting, ANSI A300 Transplanting Standard and ANSI Z60.1 American Standards for Nursery Stock and Bid Specifications.
	2.2	Whenever possible, encourage drought tolerant landscaping.
	2.3	Refer to Appendix A of the New Braunfels Zoning Code for approved plant materials.
Plantings in Easements	3.1	No small trees shall be planted within 10 lateral ft. of any overhead utility wire or within 8 lateral ft. of any utility pole.
	3.2	No medium tree shall be planted within 20 lateral ft. of any overhead utility wire or utility pole.

MINIMUM DEVELOPMENT STANDARD		
	3.3	No large tree shall be planted within 30 lateral ft. of any overhead utility wire or utility pole.
	3.4	Shrubs may be planted within utility easements provided no shrub is planted over or within 5 lateral ft. of any underground water line, sewer line, electric line or other utility.
	3.5	Shrubs shall not be planted within 5 ft. of the flow line of a swale. Trees and other plantings may be planted within utility easements, including stormwater BMP facilities, provided that they are of a species adaptable to the nature of the easement, and in the case public utility easements, provided that NBU approves the location of the proposed tree plantings .
Street Trees	4.1	Refer to 8.7 for street tree code by street type. <ul style="list-style-type: none"> On local streets, street trees will sited on private property, no more than 3 feet from the sidewalk. 2" caliper trees will be planted every 40 linear feet or every lot if smaller than 40 LF. On collectors, arterials and parkway, 3" caliper street trees will be sited every 50 linear feet.
	4.2	If placement of street trees within the ROW interferes with utility easements or lines, trees may be planted within the front yard setback of the lot adjoining the sidewalk.
	4.3	A Street Tree Planting Plan is required at final plat, to be prepared and sealed by a landscape architect. The plan will include the location and type of trees, as chosen from Appendix A of the New Braunfels Zoning Code.
	4.4	Compliance to street tree plan must be demonstrated at building permit.
Sight Distance and Visibility	5.1	To ensure that landscape materials do not constitute a driving and pedestrian hazard, a sight distance triangle shall be observed at all street intersections, all street and accessway intersections, street and alley intersections, and intersections of driveways with streets. Within the sight distance triangle, no landscape material, wall, or other obstruction shall be permitted between the heights of 2.5 – 7 ft. above the street, alley or driveway elevation. The sight distance triangle shall comply with AASHTO A Policy on Geometric Design of Highways and Streets Section 9.5 Intersection Sight Distance.
Subdivision & Neighborhood Identification Signs	6.1	Landscaping of subdivision and neighborhood identification signs shall comply with Section Signage – Permanent on-Premise Signs 13.3.3.

11.3.2 Landscaping – Applicable to Non-Residential and Multi-Family Dwelling Uses Only

MINIMUM DEVELOPMENT STANDARD		
Parking Perimeter Landscape Buffer Area	1.1	<p>All parking areas fronting streets or accessway, shall provide:</p> <ul style="list-style-type: none"> • a minimum 5 ft. wide landscaped area along the street or accessway frontage; • screening at least 3 ft. in height and not less than 50 percent opaque, to be reached within three growing seasons; and • one 2" caliper shade tree planted every 40 linear feet of parking area frontage. • a minimum of one 1-gallon shrubs planted every 5 feet. <p>Where a buffer is also required in accordance with Development Standards 4.1 below, this Development Standard shall be satisfied through compliance with Development Standard 4.1.</p>
	1.2	Trees do not need to be evenly spaced, however shall be planted a minimum of 20 ft. and a maximum of 120 ft. apart.
	1.3	All landscaped areas shall be bordered by a concrete curb a minimum of 5 in. high or wheel stops where adjacent to the parking surface.
	1.4	Plant spacing must accomplish effective buffering at maturity.
Internal Parking Area Shading	2.1	Refer to §144-5-3 (7) (a) 3.
Front Setback Landscape Area	3.1	<p>Within the front setback yard, the following shall be provided:</p> <ul style="list-style-type: none"> • A minimum of one 2 inch diameter tree for every linear 40 ft., or part thereof, of street frontage (excluding alleys) of which at least 50 percent of the trees shall be shade trees. Trees shall not be planted within the front 10' of a utility easement space as measured from the front property line at the street ROW. Trees shall not be planted within 5' of electric service laterals; and • A minimum of one shrub for every linear 10 ft., of part thereof, of street frontage (excluding alleys). • Landscaping shall be located to emphasize building entrances and pedestrian access points. <p>Where a buffer is also required in accordance with Development Standards 1.1 above, this Development Standard shall be satisfied through compliance with Development Standard 1.1.</p> <p>Note: This Development Standard is not applicable to any building that is built to the front lot line.</p>
	3.2	Trees shall be planted a minimum of 40 ft. apart and a maximum of 120 ft. apart to accomplish effective buffering at maturity.
	3.3	Trees and shrubs do not need to be evenly spaced, however shall be planted to provide the highest level of health for the tree.

MINIMUM DEVELOPMENT STANDARD		
Residential Buffer	4.1	Where a non-residential lot abuts a lot within the Neighborhood (Mixed Density) Residential Planning Area, the following shall be provided: <ul style="list-style-type: none"> • a minimum 6 ft. masonry wall along the common lot line; • a minimum 5 ft. wide landscaped area along the common lot line; • a minimum one 4 in. diameter tree for every linear 25 ft., or part thereof, of common lot line frontage. • a minimum of one 24 in. high shrub for every linear 5 ft. of common lot line. Plantings may be clustered within the landscape area.
	4.2	Trees shall be planted a minimum of 40 ft. and a maximum of 120 ft. apart
Drive-thru Restaurants	5.1	Drive-thru restaurant screening shall be provided in accordance with §144-5.2 of the Code of Ordinances.
Screening	6.1	<p>All service entrances, loading areas, refuse and outdoor storage areas, antennas, satellite dishes and mechanical equipment visible from adjoining residential uses or street shall adhere to all setback standards, unless otherwise set forth, and be screened.</p> <p>Screening shall be provided by either a solid masonry fence, solid vegetation or a combination of both, with a minimum height of 6 ft., or of a height sufficient to obscure the area or equipment requiring screening, whichever is less.</p> <p>The height of plants shall be based on reaching their size at maturity within five growing seasons.</p>
Turf	7.1	<p>No more than 30 percent of the planting beds, not including detention ponds, shall be turf grasses. Buffalo and prairie grasses are exempt from this restriction.</p> <p>Xeriscaping is preferred and shall not be prohibited.</p>

11.3.3 Landscaping – Applicable to Single-Family Dwelling Uses Only

MINIMUM DEVELOPMENT STANDARD		
Front Setback Landscape Area	1.1	<p>Refer to 8.7 for street tree code by street type.</p> <ul style="list-style-type: none"> On local streets, street trees will be sited on private property, no more than 3 feet from the sidewalk. 2" caliper trees will be planted every 40 linear feet or every lot if smaller than 40 LF. On collectors, arterials and parkway, 3" caliper street trees will be sited every 50 linear feet.
	1.2	<p>Within the front setback, the following shall be provided;</p> <ul style="list-style-type: none"> a minimum one 2" caliper tree of which at least 50 percent of the trees shall be shade trees. A tree may accommodate street tree requirement if Street Tree Development Standards 11.3.2 are met. a minimum of one shrub every 10 linear feet of street frontage (excluding alleys) <p>Where an existing high value tree is being retained within the front setback yard, the retention of each tree shall be considered as providing a 2" caliper tree as per the requirements.</p>
	1.3	<p>Trees and shrubs do not need to be evenly spaced, however shall be planted to provide the highest level of health for the tree and limit maintenance impacts on sidewalks and public spaces.</p>
Turf	2.1	<p>No more than 30 percent of the planting beds, not including detention ponds, shall be turf grasses. Buffalo and prairie grasses are exempt from this restriction.</p> <p>Xeriscaping is preferred and shall not be prohibited.</p>

11.3.4 Fences

MINIMUM DEVELOPMENT STANDARD		
Maximum Height of a Fence or Wall	1.1	Side yard or rear yard not abutting a park, accessway or other street: 8 ft.
	1.2	Ornamental features may be placed on top of the screening fence or wall so long as the features obstruct less than 50 percent of the opening on top of the fence or wall.
Fences within Public Easements	2.1	Fences within a public easement shall have a gate or removable panel to allow for maintenance access to such easement.
	2.2	The entity responsible for the public easement shall approve the fence.
Fences within Drainage Easements	3.1	No fence shall transverse a drainage easement.
Compliance	4.1	Fences shall comply with intersection sight distance requirements

11.3.5 Outdoor Lighting

In keeping with the Guiding Principles of Mayfair, lighting use will be guided by City Code §82-15 - §82-19 and §144-5.3-3 unless otherwise clarified herein.

Mayfair covenants will support a Dark Sky friendly community everywhere possible, while prioritizing safety for residents and guests.

12 Parking, Access and Servicing

12.1 Applicability

This Code applies in the assessment of all applications within the project.

12.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Ensure vehicle access and parking is convenient for residents, visitors and service providers.
- III. Ensure on-street parking, surface parking lots and parking structures are screened from streets and other public areas by buildings and/or landscaping.
- IV. Utilize shared parking between uses that require peak parking at different periods of time to reduce overall parking requirements; and
- V. Support multi-modal transportation goals and IC efficiencies through parking maximums where applicable.

12.3 Development Standards

The applicable application shall comply with the minimum development standards of this Code unless superseded by approved alternative development standards.

Where there is a conflict between this Code and other codes, such a conflict is to be resolved in accordance with Figure 2-2.

12.3.1 General

MINIMUM DEVELOPMENT STANDARD		
Parking Areas	1.1	<p>Off-street parking shall be on the same lot as the uses it is intended to serve, or where part of a cohesive development utilizes a common off-site parking facility intended to serve the broader development. Cross-access easements shall be provided where shared parking will occur.</p> <p>On-street visitor parking on minor roadways shall be permitted where dedicated parking spaces are identified as part of an approved Plat.</p>
Orientation of Garage Doors	2.1	Garage doors associated with non-residential uses, including service entrances and loading areas, shall not face a neighborhood.
	2.2	When used, garage doors associated with non-residential uses shall be screened from adjacent properties and street view.
Valet Parking	3.1	Valet parking shall comply with §144-5.1 of the Code of Ordinances.
Minimum Dimensions	4.1	Minimum dimensions and specifications for off-street parking areas and parking spaces shall comply with §144-5.1 of the Code of Ordinances.
Construction & Maintenance	5.1	Construction and maintenance of off-street parking areas shall comply with §144-5.1 of the Code of Ordinances.

12.3.2 General – Applicable to Mixed Use

MINIMUM DEVELOPMENT STANDARD		
Siting of Parking Areas	1.1	Parking shall be located on the side or rear of buildings, to allow buildings to define the edge of streets.
	1.2	Off-street parking shall not abut more than 50 percent of the principal street frontage.
Service Entrances and Loading Areas	2.1	Loading areas shall be located on the same lot as the land uses it is intended to serve.
	2.2	Service entrances and loading areas shall be located to the rear of buildings.
	2.3	Loading areas shall be separated from parking areas and pedestrian accessways.
Driveway Access	3.1	Driveway access shall be provided in accordance with §114-98 of the Code of Ordinances and Table 13-1.
	3.2	Major driveway approaches with peak hour trips greater than 100 PHT shall be shared between different property owners or tenants when necessary to maintain minimum spacing required by Table 13-1
Internal Circulation	4.1	Surface parking areas shall be separated into cells of 1000 ft. or less.
	4.2	Direct access to service entrances and loading areas shall be provided, while minimizing movement through parking areas.
	4.3	Parking cells shall be separated by a dedicated accessway.
	4.4	Accessways required by Development Standard 4.3 above, shall have a minimum width of 6 ft. and provide a continuous tree canopy at maturity or architectural cover providing shade and weather protection for pedestrian and cyclists.
	4.5	Easements are created over vehicular, bicycle and pedestrian accessways to provide connectivity in parking and pedestrian areas to abutting lots on the same block.

12.3.3 General – Applicable to Neighborhood Commercial

MINIMUM DEVELOPMENT STANDARD		
Siting of Parking Areas	1.1	Parking is encouraged to be located on the side or rear of buildings, to allow buildings to define the edge of streets. A maximum of two head-in parking rows may be permitted fronting the principal street frontage.
Service Entrances and Loading Areas	2.1	Loading areas shall be located on the same lot as the land uses it is intended to serve. Common or shared service entrances and loading areas are permitted. The loading, unloading and stockpiling of goods outside of dedicated loading areas is prohibited.
	2.2	Service entrances and loading areas shall be located to the rear of buildings.
	2.3	Loading areas shall be separated from parking areas and pedestrian accessways.
Driveway Access	3.1	Driveway access shall be provided in accordance with §114-98 of the Code of Ordinances and Table 13-1.
	3.2	Major driveway approaches with peak hour trips greater than 100 PHT shall be shared between different property owners or tenants when necessary to maintain minimum spacing required by Table 13-1
Internal Circulation	4.1	Surface parking areas shall be separated into cells of 400 ft. or less.
	4.2	Direct access to service entrances and loading areas shall be provided, while minimizing movement through parking areas.
	4.3	Parking cells shall be separated by a dedicated accessway.
	4.4	Accessways required by Development Standard 4.3 above, shall have a minimum width of 6 ft. and have 2" caliper trees planted every 50 LF.
	4.5	Easements are created over vehicular, bicycle and pedestrian accessways to provide connectivity in parking and pedestrian areas to abutting lots on the same block.

12.3.4 General – Applicable to Flex Commercial

MINIMUM DEVELOPMENT STANDARD		
Siting of Parking Areas	1.1	Parking is encouraged to be located on the side or rear of buildings, to allow buildings to define the edge of streets. A maximum of two head-in parking rows may be permitted fronting the principal street frontage.
Service Entrances and Loading Areas	2.1	Loading areas shall be located on the same lot as the land uses it is intended to serve. Common or shared service entrances and loading areas are permitted. The loading, unloading and stockpiling of goods outside of dedicated loading areas is prohibited.
	2.2	Service entrances and loading areas shall be located to the rear of buildings.
	2.3	Loading areas shall be separated from parking areas and pedestrian accessways.
Driveway Access	3.1	Driveway access shall be provided in accordance with §114-98 of the Code of Ordinances and Table 13-1.
	3.2	Major driveway approaches with peak hour trips greater than 100 PHT shall be shared between different property owners or tenants when necessary to maintain minimum spacing required by Table 13-1
Internal Circulation	4.1	Surface parking areas shall be separated into cells of 400 ft. or less.
	4.2	Direct access to service entrances and loading areas shall be provided, while minimizing movement through parking areas.
	4.3	Parking cells shall be separated by a dedicated accessway.
	4.4	Accessways required by Development Standard 4.3 above, shall have a minimum width of 6 ft. and have 2" caliper trees planted every 50 LF.
	4.5	Easements are created over vehicular, bicycle and pedestrian accessways to provide connectivity in parking and pedestrian areas to abutting lots on the same block.

12.3.5 General – Applicable to Single-Family Dwelling

MINIMUM DEVELOPMENT STANDARD		
Driveway Access	1.1	Maximum one driveway per dwelling.
	1.2	Shared driveways may be provided.
		Note: An application shall not be denied or rejected based on the Applicants decision not to provide shared driveways.
	1.3	Driveways shall be a minimum of 12 ft. wide and shall not exceed a width of 24 ft.

12.3.6 General – Applicable to Multi-Family Dwelling

MINIMUM DEVELOPMENT STANDARD		
Siting of Parking Areas	1.1	Parking shall be either: <ul style="list-style-type: none"> • integrated within the building; • sleeved by the building façade; or • located to the rear of a building.
Service Entrances and Loading Areas	2.1	Service entrances and loading areas shall be either: <ul style="list-style-type: none"> • integrated within the building; • sleeved by the building façade; or • located to the rear of a building.

12.3.7 Parking Ratio

MINIMUM DEVELOPMENT STANDARD		
Minimum Parking Ratio	1.1	<p>For any building or use identified in Table 12-1, no less than the number of parking spaces set forth in Table 12-1 shall be provided.</p> <p>Where a land use is not identified in Table 12-1, the Planning Director shall determine the applicable parking ratio.</p> <p>Note:</p> <p>Where more than one land use exists on the same site, or in the same building, the portion of such site or building devoted to each land use shall be used in computing the number of off-street parking spaces required for each a land use. For such site or building, the total requirements for off-street parking spaces shall be the sum of the requirements of the various land uses computed separately.</p> <p>The off-street parking space for one use shall not be considered as providing the required off-street parking space for another use, unless herein set forth.</p> <p>When the requirement for each individual land use is computed, fractions shall be counted at their actual value. When units of measurements determining the total number of required off-street parking spaces result in a requirement of a fractional space, any fraction less than one-half shall be disregarded. Any fraction of one-half or greater shall require one off-street parking space.</p> <p>Where the parking ratio variable identified in Table 12-1 is the number of employees, the parking requirements shall be based on the largest shift rather than the total number of employees.</p> <p>Where the parking ratio variable identified in Table 12-1 is square footage, the square footage shall not include any of the exclusions listed in the definition of GFA in this DDCCD.</p>
Maximum Parking Ratio	2.1	<p>The maximum number of off-street parking spaces for any building or use shall not exceed 125 percent of the minimum number of parking spaces as identified in Table 12-1, not including accessible spaces.</p> <p>Multi-story parking structures and pervious pavement shall not be subject to maximum parking requirements.</p>
Shared Parking	3.1	<p>Cohesive developments which contain a mix of uses may reduce the amount of required parking in accordance with the following methodology:</p> <ul style="list-style-type: none"> • Determine the minimum parking requirements in accordance with Table 12-1 for each land use as if it were a separate use. • Multiply each amount by the corresponding percentages for each of the 5 time periods set forth in columns A – E of Table 12-3. • Calculate the total for each time period. • Select the total with the highest value as the required minimum number of parking spaces.

Table 12-1 Minimum Parking Ratio

LAND USE	MINIMUM PARKING RATIO
RESIDENTIAL	
Accessory Structure	None
Assisted Living Facility or Elderly Housing	1 space per four employees 1 space per four patient beds 1 space per staff doctor
Dwelling, accessory	1 per accessory dwelling provided addition to the principal dwelling
Dwelling, industrialized	2
Dwelling, multi-family	1.5 space per one-bedroom unit 2 space per two-bedroom unit 0.5 space per each additional bedroom 0.75 space per dwelling unit provided exclusively for low income elderly occupancy
Dwelling, short term rental	2
Dwelling, single-family attached (duplex)	2
Dwelling, single-family attached (row home)	2
Dwelling, single-family detached	2
Dwelling, single-family detached (cluster)	2
Dwelling, single-family detached (zero-lot line)	2
Family Home (Child Care or Adult Care)	1 space per two employees or staff members, 1 space per five children/adults for which the facility is licensed by the state
Group Home	1 space per four employees 1 space per four patient beds 1 space per staff doctor
Home Occupation	1 space per nonresident employee (if there is one) provided addition to the principal dwelling

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Accommodation	
Bed and Breakfast	1 space per guest room
Boarding House	1 space per two person the establishment is designed to house 1 space per three employees
Dormitory	1 space per two persons the establishment is designed to house 1 space per three employees
Hospice Residential Care Facility	1 space per four employees 1 space per four patient beds 1 space per staff doctor
Hotel/Resort	1.1 space per bedroom
Retail	
Agricultural Equipment and Supply Retail Establishment	1 space per 400 sq. ft. GFA
Animal Grooming Service	1 space per 400 sq. ft. GFA
Auction House	1 space per 400 sq. ft. GFA
Automobile Dealership	1 space per 400 sq. ft. GFA
Automobile Detailing Shop	1 space per 400 sq. ft. GFA
Automobile Parts Store	1 space per 400 sq. ft. GFA
Automobile Repair Services Establishment	3 spaces per service bay
Bar/Nightclub/Tavern	1 space per four seats for patron use, or 1 space per 100 sq. ft. GFA, whichever is greater
Barber Shop/Beauty Salon	1 space per 200 sq. ft. GFA
Café/Coffee House	1 space per 100 sq. ft. GFA

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Car Wash	3 stacking spaces per approach lane, plus 2 drying spaces per stall
Catering Service	1 space per 300 sq. ft. GFA
Convenience Store	1 space per 200 sq. ft. GFA
Department Store	1 space per 200 sq. ft. GFA
Drug Store/Pharmacy	1 space per 300 sq. ft. GFA
Dry Cleaning Establishment	1 space per 300 sq. ft. GFA
Farmer's Market	1 space per 400 sq. ft. GFA
Laundromat	1 space per 300 sq. ft. GFA
Liquor Store	1 space per 300 sq. ft. GFA
Mobile Food Trailer	2 spaces per Trailer
Restaurant	1 space per four seats for patron use, or 1 space per 100 sq. ft. GFA, whichever is greater
Restaurant, drive in	1 space per 4 seats for patron use, or 1 space per 100 sq. ft. GFA, whichever is greater
Retail Establishment	1 space per 400 sq. ft. GFA
Retail Establishment, bulk goods	1 space per 400 sq. ft. GFA
Shopping Center	1 space per 200 sq. ft. GFA
Supermarket, with gasoline sales	1 space per 200 sq. ft. GFA
Supermarket, without gasoline sales	1 space per 200 sq. ft. GFA
Tattoo Parlor/Body Piercing Studio	1 space per 300 sq. ft. GFA
Temporary Vendor	None

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Business	
Broadcasting/Production Studio/ Communication Service	1 space per 400 sq. ft. GFA
Check Cashing Service	1 space per 200 sq. ft. GFA
Financial Institution	1 space per 200 sq. ft. GFA
Office	1 space per 300 sq. ft. GFA
Research and Development Facility	1 space per 1,000 sq. ft. GFA
Veterinary Clinic	1 space per 300 sq. ft. GFA
Civic, Health & Education	
Cemetery/Columbarium/Crematorium/ Mausoleum	1 space per 400 sq. ft. GFA
Club	1 space per 200 sq. ft. GFA
College/University (public or private)	1 space per two teachers and members of the technical and administrative staff 1 space per four additional persons employed on the premises 1 space per five students capacity not residing on campus
Day Care Center (Child or Adult)	1 space per two employees or staff members 1 space per five children/adults for which the facility is licensed by the state
Public Safety Facility	1 space per vehicular operated in connection with the use 2 spaces per 3 employees
Funeral Home/Mortuary	1 space per 400 sq. ft. GFA
Hospital/Health Care Facility	1 space per four employees 1 space per four patient beds 1 space per staff doctor
Medical Facility	1 space per 300 sq. ft. GFA

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Religious Institution	1 space per 400 sq. ft. GFA
Sanatorium	1 space per 4 employees 1 space per 4 patient beds 1 space per staff doctor
School, K-12 (public or private)	<i>Kindergarten:</i> 1 space per 2 employees or staff members 1 space per 5 children for which the facility is licensed by the state
	<i>Elementary/Middle School:</i> 1 space per 2 teachers 1 space per 2 (public, parochial, private) persons employed on the premises 1 space per bus if kept at the school
	<i>High School:</i> 1 space per 2 teachers 1 space per 2 (public, parochial, private) persons employed on the premises 1 space per 10 enrolled students 1 space per bus if kept at the school
School, vocational	1 space per 2 teachers and members of the technical and administrative staff 1 space per 4 additional persons employed on the premises 1 space per 5 students capacity not residing on campus
Arts, Entertainment & Recreation	
Amphitheater	1 space per 5 seats or 1 space per 40 sq. ft. GFA where no permanent seating is provided
Amusement Arcade	1 space per 200 sq. ft. GFA
Amusement Park	3 space per 1,000 sq. ft. GFA 2 space per 1,000 sq. ft. GFA
Archery Range	1 space per shooting point
Athletic Field	20 spaces per field
Cabin	1 space for per sleeping room 1 space per two employees

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Camp, day or youth	1 space per employee 1 space per camp vehicle parked on premises 5 visitor spaces
Campground	1 space per campsite 1 space per employee
Community Facility	1 space per 400 sq. ft. GFA
Conference/Convention Center	1 space per 200 sq. ft. GFA, or 1 space per four seats, or 1 space per three persons of total building occupancy, whichever is greater
Dance Hall	1 space per four seats for patron use, or 1 space per 100 sq. ft. GFA, whichever is greater
Driving Range	1 space per 400 sq. ft. GFA
Fairground/Festival Ground	1 space per 600 sq. ft. of outdoor recreation area 1 space per 400 sq. ft. of indoor recreation area
Golf Course	4 spaces per hole
Golf Course, miniature	1 space per 600 sq. ft. of outdoor recreation area 1 space per 400 sq. ft. of indoor recreation area
Indoor Shooting Range	1 space per 6 seats or 1 space per 30 sq. ft. GFA if no permanent seating is proposed
Museum	1 space per 400 sq. ft. GFA
Park	In accordance with Table 12-2.
Recreation Establishment, commercial indoor	1 space per 400 sq. ft. of GFA
Recreation Establishment, commercial outdoor	1 space per 600 sq. ft. of outdoor recreation area 1 space per 400 sq. ft. of indoor recreation area
Recreation Center, private	In accordance with Table 12-2.
Recreation Center, public	In accordance with Table 12-2.
Recreation Vehicle (RV) Park	1 space per site

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Rodeo Ground	1 space per 6 seats or 1 space per 30 sq. ft. GFA if no permanent seating is proposed
Studio (art, dance, music, drama, reducing, photography)	1 space per 200 sq. ft. GFA
Theater, motion or performing arts	1 space per 5 seats for patron use
Transportation & Utilities	
Airport	1 space per 4 seats in the passenger waiting area 1 space per 4 aircraft tie downs
Bus Lot	1 space per 400 sq. ft. GFA
Bus Terminal	1 space per 400 sq. ft. GFA
Freight Terminal	1 space per 400 sq. ft. GFA
Garage/Parking lot, commercial	None
Helipad/Helistop	2 spaces per pad site
School, automobile driving school	1 space per 200 sq. ft. GFA
Taxi and Limousine Service	1 space per 300 sq. ft. GFA
Telecommunication Antenna/Tower	None
Construction	
Contractor's Office	1 space per 500 sq. ft. GFA
Temporary Real Estate Sales Office	1 space per 500 sq. ft. GFA

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Mining & Extraction	
Water Storage	
Manufacturing & Wholesale Trade	
Brewery	1 space per employee 1 space per 4 seats in any tasting room or other visitor facility open the public
Manufacturing Establishment, chemicals, metals, machinery and electronics products	1 space per 1,000 sq. ft. GFA
Manufacturing Establishment, miscellaneous products	1 space per 1,000 sq. ft. GFA
Manufacturing Establishment, wood, paper and printing products	1 space per 1,000 sq. ft. GFA
Manufacturing Establishment, food, textiles and related products	1 space per 1,000 sq. ft. GFA
Microbrewery	1 space per employee 1 space per two seats in any tasting room or other visitor facility open the public
Self-Service Storage Facility	1 space per 600 sq. ft. GFA
Service Industry Establishment	1 space per 400 sq. ft. GFA
Warehouse, mini/self-storage facility	4 spaces or 1 space for 300 sq. ft. of service/retail area, whichever is greater
Wholesale Trade Establishment Agriculture	1 space per 1,000 sq. ft. GFA

LAND USE	MINIMUM PARKING RATIO
NON-RESIDENTIAL	
Agricultural Support Services	1 space per employee
Animal Husbandry	1 space per non-resident employee
Crop Production	1 space per non-resident employee
Farm	1 space per non-resident employee
Farm, ancillary building	None
Livestock Market	1 space per 500 sq. ft. GFA

Table 12-2 Park Use Parking Ratio

PARK IMPROVEMENT	MINIMUM PARKING RATIO*
Baseball Field	25 spaces per field
Basketball Court	4 spaces per court
Major Trailhead	2 spaces per trailhead
Open Play Area	5 spaces per field
Pavilion	1 space per 400 sq. ft. of covered pavilion
Picnic Table	1 space per table
Playscape	3 spaces per area
Soccer Field	25 spaces per field
Swimming Pools	1 space per 600 sq. ft. of outdoor recreation area, and 1 space per 400 sq. ft. of indoor recreation area
Tennis Court	1 space per court
Volleyball Court	4 spaces per court

* Parking requirements will be determined in coordination with the City upon formal park programming and delivered for approval at Plat submittal. Parking plan will be designed to provide sufficient parking based on grouped amenities and considering enhanced community trails and bikeways. Provision of parking spaces is inclusive of formal on-street parking within 500 ft. of the boundary of the park.

Table 12-3 Shared Parking Schedule

LAND USE	WEEKDAY		WEEKEND		NIGHTTIME
	Daytime (9AM-4PM)	Evening (6PM-12AM)	Daytime (9AM-4PM)	Evening (6PM-12AM)	
Office/ Industrial	100%	10%	10%	5%	5%
Retail	60%	90%	100%	70%	5%
Hotel/Resort	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Entertainment/ Commercial	40%	100%	80%	100%	10%

* Refer to 12.3.7 for Shared Parking Code

13 Signage

13.1 Applicability

This Code applies in the assessment of all applications for a sign within the project.

13.2 Purpose

The purpose of this Code is to:

- I. Ensure the Guiding Principles are met.
- II. Encourage the effective use of signs as a means of communication with in and abutting the project.
- III. To maintain and enhance the project's overall aesthetic environment and the Project's ability to attract sources of economic development and growth.
- IV. Improve pedestrian and traffic safety.
- V. Minimize the possible adverse effects of signage on nearby public and private property.
- VI. Enable effective outdoor advertising.
- VII. Provide comprehensive and intuitive wayfinding for all modes of transportation within the community.

13.3 Development Standards

The applicable application shall comply with the minimum development standards of this Code unless superseded by approved alternative development standards.

Where there is a conflict between this Code and other codes, such a conflict is to be resolved in accordance with Figure 2-2.

13.3.1 General

MINIMUM DEVELOPMENT STANDARD		
Signs exempt from Regulation or Permits	1.1	In accordance with §106-10 of the Code of Ordinances unless otherwise provided for within this Code.
Signs not requiring a permit	2.1	In accordance with §106-11 of the Code of Ordinances unless otherwise provided for within this Code.
Prohibited Signs	3.1	In accordance with §106-11 of the Code of Ordinances unless otherwise provided for within this Code.
Sign Lighting	4.1	Sign lighting shall comply with §106-12 of the Code of Ordinances.
Off-Premise Signs	5.1	Off-premise signs shall comply with §106-13 of the Code of Ordinances.
Temporary Signs	6.1	Temporary signs shall comply with §106-16 of the Code of Ordinances.
Temporary Street Banners	7.1	Temporary street banners shall comply with §106-17 of the Code of Ordinances.
Sign Construction and Maintenance	8.1	Sign construction and maintenance shall comply with §106-18 of the Code of Ordinances.
Wayfinding Signage Plan	9.1	A Master Signage Plan for wayfinding signage will be submitted for approval prior to installation.

13.3.2 Permanent On-Premise Signs

MINIMUM DEVELOPMENT STANDARD		
General	1.1	A Signage Plan, prepared in accordance with Appendix 1, Section 1.14 shall be submitted as part of a Site Plan application.
Dimension	2.1	Signage area is in accordance with Table 13-1.
Minimum Setbacks	3.1	Minimum setbacks are in accordance with Table 13-1.
Number of Signs	4.1	The maximum number of signs per lot is in accordance with Table 13-1.
Sign Illumination	5.1	A spotlight on a sign or exterior lighting of a sign shall be concealed from view and oriented away from adjacent properties and roadways.
	5.2	Internal lighting of signs is prohibited, except for the internal lighting of individual letters or lighting associated with an Electronic Message Sign.
Freestanding Monument Signs & Low Profile Pole Signs	6.1	Signs shall only have two sign faces.
	6.2	Signage structures shall use one or more of the same external materials as a least one of the buildings on the same lot as the signage structure
	6.3	Signage structures located on the same lot shall be spaced a minimum of 100 ft. apart from other freestanding signs for which a permit is required
	6.4	<p>Cohesive developments shall share a sign structure. Such sign structures shall comply with the following:</p> <ul style="list-style-type: none"> • the lot/s involved shall be contiguous to one another, and • constitute a single cohesive development; • the sign/s shall be located on a lot that one of the advertised business occupies • private streets within the boundaries of the development are treated as public ROW for purposes of determining allowable signage; • individual pad or lease sites, defined in an approved Site Plan, are treated as separate lots for the purpose of determining allowable signage; and • businesses shall not be allowed advertising on both the multiple tenant (shared) sign and another freestanding business identification sign unless otherwise allowed herein.

MINIMUM DEVELOPMENT STANDARD		
	6.5	In addition to signage that would otherwise be allowed on a lot for business identification purposes, one additional freestanding monument sign not exceeding 5 ft. in height and 32 sq. ft. in area may be located at each intersection of public roadways and/or private roadways for purposes of directing traffic to various areas and businesses within the development. Such signage shall be located outside the sight distance triangle.
	6.6	Street numbers shall be identified on signage structures.
	6.7	Street names shall be identified on signage structures if deemed necessary by the fire marshal.
Subdivision & Neighborhood Identification Signs	7.1	For each external access point into the project, not more than two permanent subdivision identification signs, being monument sign or a sign on a screening or decorative wall, with a combined signage area of not more than 200 sq. ft. are permitted;
	7.2	For each principal entry point into a neighborhood as identified on an approved Sector Plan, one permanent neighborhood identification sign, being monument sign, or a sign on a screening or decorative wall, with a signage area of not more than 64 sq. ft. is permitted.
	7.3	Subdivision and neighborhood identification signs shall be constructed of masonry, stone, brick, wood or other material/s compatible with the surrounding development.
	7.4	Subdivision and neighborhood entry signs shall be: <ul style="list-style-type: none"> • setback a minimum of 5 ft. from the lot line; • located outside the required sight distance triangle; • located outside any drainage easement; and • located outside any ROW.
	7.5	Subdivision and neighborhood entry signs shall provide landscaped area equal to twice the area of the sign face, providing one five-gallon shrub for every 10 sq. ft. of landscaped area.
Municipal Wayfinding Signs only	8.1	Municipal wayfinding signage shall comply with §106-14 of the Code of Ordinances.
Project Wayfinding Signs only	9.1	A comprehensive wayfinding plan will be developed.
	9.2	Project wayfinding signs shall comply with §106-13(b) of the Code of Ordinances.
Landmark Signs	10.1	Landmark signs shall comply with §106-14 of the Code of Ordinances.

MINIMUM DEVELOPMENT STANDARD		
Government Flags	11.1	Government flags shall comply with §106-14 of the Code of Ordinances.
Electronic Message Sign	12.1	Electronic message signs shall comply with §106-14 of the Code of Ordinances unless otherwise provided for within this Code.

Table 13-1 Signage Dimension, Setbacks and Frequency

LAND USE	SIGN TYPE	MAXIMUM AREA PER SIGN FACE	MAXIMUM HEIGHT	MIN. SETBACK	MAXIMUM SIGNS PER LOT
Flex Commercial/Industrial	Freestanding Monument Sign	48 sq. ft. For multi-tenant signs with four or more businesses/tenants, a maximum of 16 sq. ft. per tenant, with a total maximum sign face of 64 sq. ft.	10 ft.	5 ft.	1 per frontage, unless otherwise provided for in this Code.
	Low Profile Pole Sign	20 sq. ft.	10 ft.	5 ft.	1 per frontage, unless otherwise provided for in this Code.
	Flag/Flag Pole	40 sq. ft.	25 ft.	5 ft.	—
	Electronic Message Sign	40 sq. ft.	10 ft.	5 ft.	1 per frontage, unless otherwise provided for in this Code.
Neighborhood Commercial	Freestanding Monument Sign	32 sq. ft. For multi-tenant signs with four or more businesses/tenants, a maximum of 16 sq. ft. per tenant, with a total maximum sign face of 64 sq. ft.	8 ft.	6 ft.	1 per frontage, unless otherwise provided for in this Code.
	Low Profile Pole Sign	20 sq. ft.	6 ft.	6 ft.	1 per frontage, unless otherwise provided for in this Code.
	Flag/Flag Pole	40 sq. ft.	25 ft.	5 ft.	—
MXD	Freestanding Monument Sign	32 sq.ft	10 ft.	5 ft.	1 per frontage, unless otherwise provided for in this Code.
	Low Profile Pole Sign	Not permitted	Not permitted	Not permitted	Not permitted
	Flag/Flag Pole	40 sq. ft.	25 ft.	5 ft.	—

Table 13-1 Signage Dimension, Setbacks and Frequency (cont'd)

LAND USE	SIGN TYPE	MAXIMUM AREA PER SIGN FACE	MAXIMUM HEIGHT	MIN. SETBACK	MAXIMUM SIGNS PER LOT
Park	Freestanding Monument Sign	32 sq. ft.	8 ft.	10 ft.	
	Low Profile Pole	Not permitted	Not Permitted	Not permitted	Not permitted
	Flag/Flag Pole	40 sq. ft.	25 ft.	5 ft.	
Street A	Freestanding Monument Sign	64 sq. ft. For multi-tenant signs with four or more businesses/tenants, a maximum of 16 sq. ft. per tenant, with a total maximum sign face of 80 sq. ft.	12 ft.	12 ft.	1 per 300 ft of frontage, unless otherwise provided for in this Code.
	Low Profile Pole Sign	20 sq. ft.	Not permitted	Not permitted	Not permitted
	Flag/Flag Pole	40 sq. ft.	25 ft.	5 ft.	

14 Vegetation Protection

14.1 Applicability

This Code applies in the assessment of all applications within the project.

This Code does not preclude ongoing agricultural activities, including agricultural exempt tree clearing for ranch management purposes from continuing.

This Code shall only take effect, and apply to the part of the project, on which a Sector Plan has been approved.

14.2 Purpose

The purpose of this Code:

- I. Ensure the Guiding Principles are met.
- II. Ensure that significant vegetation is retained where possible.
- III. Contribute to the legibility and character of the project.
- IV. Preserve riparian corridors and vegetation clusters and habitat areas.
- V. Encourage the retention of vegetation as an amenity resource.

14.3 Development Standards

Mayfair will follow City of New Braunfels Vegetation Protection guidelines §134 as applicable.

14.3.1 General – Exemptions

MINIMUM DEVELOPMENT STANDARD		
Exemptions	1.1	If either the Urban Forester or a certified arborist determines a high value tree to be causing danger or be in a hazardous condition due to a natural disaster such as a tornado, fire, storm, flood or other act of God that endangers public health, welfare or safety, the requirement of this Section shall be waived.
	1.2	If the Urban Forester or certified arborist determines, based on site inspection that a high value tree is already dead, dying or fatally diseased prior to starting a development, the provision of the mitigation requirement will not apply and such determination shall be provided in writing.

14.3.2 Riparian Buffer Protection

MINIMUM DEVELOPMENT STANDARD

Location

1.1

1.1 Buffers shall be provided as follows:

STREAM	MINIMUM BUFFER
Identified streams draining 640 acres or greater	300 ft. from the centerline
Identified streams draining 320-639 acres	200 ft. from the centerline
Identified streams draining 128-319 acres	100 ft. from the centerline
Identified streams draining at 64-128 acres	50 ft. from the centerline
Identified streams draining less than 64 acres	No buffer requirement

1.2

To the extent required to be identified in a Sector Plan, roads, facilities, structures and improvements such as paths, trails, utilities, stormwater management facilities and water quality measures are permitted within buffer areas. Where stream buffers are located within parks, or are subject to a public easement, the buffer shall count towards overall park acreage.

1.3

Where stream buffers are located within parks, or are subject to a public easement, the buffer shall count towards overall park acreage.

1.4

The only exemption to establishing buffers is if the waterway is enclosed in a storm drain or is conveyed by an engineered channel designed to convey the 1% AC UD flow. The City will accept the exemption upon receiving signed and sealed plans from a professional engineer registered in the State of Texas.

PART H

APPENDIX

15.1 Abbreviations and Definitions

All words, phrases, and terms, whether capitalized or not, used in this DDCCD, but not otherwise defined herein, shall have the respective meanings described in Section 2 of the Development Agreement, this Section, or the Code of Ordinances.

Any conflict or discrepancy between a definition in the Development Agreement, this DDCCD, or the Code of Ordinances shall be resolved in favor of the Development Agreement first, this DDCCD second, and the Code of Ordinances third. Words, phrases, and terms not defined in the Development Agreement, in this DDCCD, nor in the Code of Ordinances shall be given their usual and customary meanings except where the context clearly indicates a different meaning.

All terms used herein, whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

The word “shall” is mandatory and not permissive; the word “may” is permissive and not mandatory.

Words used in the present tense include the future tense and words used in the future tense include the present tense.

15.1.1 Abbreviations

BMP	Best Management Practice
DDCD	Development and Design Control Document (this DDCCD)
DBH	Diameter at Breast Height
ETJ	Extra Territorial Jurisdiction
FEMA	Federal Emergency Management Agency
ft.	Foot/Feet
GFA	Gross Floor Area
NBHD	Neighborhood
HOA	Home Owners Association
IESNA	Illuminating Engineering Society of North America
in.	Inch/Inches
ITE	Institute of Transportation Engineers
LOS	Level of Service
NBU	New Braunfels Utilities
PHT	Peak Hour Trips
ROW	Right of way
SH	State Highway
sq. ft.	Square Foot/Square Feet
TCEQ	Texas Commission on Environmental Quality
TIA	Traffic Impact Assessment (or Analysis)
US	United States
USACE	United State Army Corps of Engineers
USPS	United States Postal Service

15.1.2 Definitions

Note: Defined terms that have similar or related derivatives may be sorted or grouped by the object or subject matter for ease of reference.

100-Year Flood Event	The flood having a 1 percent chance of being equaled or exceeded in any given year.
100-Year Flood Event Floodplain	All land area that has been or may be inundated by water from any source as determined by the crest of a flood having a 1 percent chance of occurrence in one year for fully developed watershed conditions on drainage areas with greater than 64 acres.
2-Year Flood Event	A flood having a 50 percent chance of being equaled or exceeded in any given year.
2-Year Flood Event Floodplain	All land area that has been or may be inundated by water from any source as determined by the crest of a flood having a 50 percent chance of occurrence in one year for fully developed watershed conditions on drainage areas with greater than 64 acres.
25-Year Flood Event	A flood having a 4 percent chance of being equaled or exceeded in any given year.
25-Year Flood Event Floodplain	All land area that has been or may be inundated by water from any source as determined by the crest of a flood having a 4 percent chance of occurrence in one year for fully developed watershed conditions on drainage areas with greater than 64 acres.
5-Year Flood Event	A flood having a 20 percent chance of being equaled or exceeded in any given year.
5-Year Flood Event Floodplain	All land area that has been or may be inundated by water from any source as determined by the crest of a flood having a 20 percent chance of occurrence in one year for fully developed watershed conditions on drainage areas with greater than 64 acres.

Abutting	Having a common lot line with.
Accessway, Major	A 10' shared use accessway of varying surfaces identified on a Sector Plan.
Accessory Dwelling	A separate, complete housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facilities, which is an attached or detached extension to an existing single-family structure.
Accessory Structures	A structure such as pool, pergola, or shed associated with a single-family dwelling.
Adjacent	Directly across a street (excluding a major roadway) or alley.
Adjoining	Located next to, irrespective of whether they abut.
Alley	ROW that is used primarily for vehicular service access to the back or sides of lots otherwise abutting a street.
Alternative Tower Structure	Clock towers, bell steeples, light poles, and similar alternative-design mounting structures.
Applicant	Has the meaning set forth in the Development Agreement.
Application	Has the meaning set forth in the Development Agreement.
Architectural Review Board	A governing body created by the Master Association to administer the associations' Design Guidelines as it relates to all residential and commercial properties in the community, to guide cohesive, complimentary exterior presentation of homes and businesses.
Assisted Living Facility or Elderly Housing, High Intensity	An assisted living facility or elderly housing use that has the physical appearance of a multi-family dwelling development.
Assisted Living Facility or Elderly Housing, Low Intensity	An assisted living facility or elderly housing use that has the physical appearance of a single-family dwelling development.

Athletic Field/Playfield	A recreation area for open-air games, including but not limited to a multi-purpose practice field, football field, soccer field and/or baseball/softball diamond. Bleachers or grandstands may be provided.	CC&Rs	Covenants, Conditions & Restrictions. Mayfair will have a master association and sub-associations that will guide the operational standards of the community, including but not limited to maintenance standards of homes and businesses, process for improvements, structure of the association and more.
Bicycle Facilities	Pathways designed for bicyclists' travel. These pathways may be located in the roadway ROW, in parks, or other identified areas. Bicycle facilities have different forms including bike lanes, protected bike lanes, and multi-use paths. For a more complete list refer to the Hike and Bike Trail Plan (2020).	Certified Arborist	An arborist certified by the International Society of Arboriculture.
Bicycle Facility, Bicycle Lane	Designated by a lane stripe, pavement markings, and signage. Striped bicycle lanes promote areas reserved for bicyclists. Typically, the solid stripe of the bicycle lane is either dropped or dashed prior to and through intersections, to allow for both cyclists 'and motorists' turning movements.	City	Has the meaning set forth in the Development Agreement.
Bicycle Facility Protected Bicycle Lane	On-street bike lanes with physical separation from sidewalks and/or motor vehicle traffic, designed for people riding bicycles or other micro-mobility devices.	City Council	Has the meaning set forth in the Development Agreement.
Block	A unit of land bounded by streets or by a combination of streets, public accessways, parks, railroad ROW, streams, waterways or any other barrier to the continuity of development. For the purpose of this definition, the project boundary shall not be considered barrier to development.	Civic Space	A designated publicly accessible space with associated amenities that is designed to encourage and allow for the formal and/or informal gathering of people.
Block Length, Maximum	The length of a block measured along the longest axis.	Class 1 Lighting	All outdoor lighting used for but not limited to outdoor sales or eating areas, assembly or repair areas, advertising and other signs, recreational facilities and other similar applications where color rendition is important.
Buffer	An area of land used to physically and/or visually separate one use or lot from another.	Class 2 Lighting	All outdoor lighting used for but not limited to illumination for walkways, roadways, equipment yards.
Building Group	A collective group of attached dwellings.	Class 3 Lighting	Any outdoor lighting used for decorative effects, including but not limited to architectural illumination, flag monument lighting, and illumination of trees, bushes, etc.
Building Permit	An application prepared in accordance with Section 1.6. As used in this DDCD, Building Permit includes a Site Plan.	Club	An establishment or facilities used for social, educational or recreational purposes, for which membership is required for participation.
		Cluster-style Mailbox	A type of mailbox, complying with the specifications of the USPS, where individual mailbox units are grouped together so that they are regarded as one unit.

Code	When referenced by (chapter symbol) or the term “City code”, referencing City of New Braunfels Municipal Code.	Development	The construction of one or more new buildings or structures on one or more building lots, the moving of an existing building to another lot, or the use of open land for a new use.
	Where stated as “This Code” the definition shall mean that Section of the DCDC.		
Code of Ordinances	Has the meaning set forth in the Development Agreement.	Development Agreement	Has the meaning set forth in the Development Agreement as “Agreement”.
Cohesive Development	Development where individual lots share access or use common facilities or spaces through recorded easement agreements, including, but not limited to vehicular and pedestrian access.	Duplex	A building designed as a single structure, containing two separate living units, each of which is designed to be occupied as a separate permanent residence for one family or in two separate structures on one lot.
Community Facility	A publicly owned or publicly leased facility or building which is primarily intended to service the recreational, educational, cultural, administrative, or entertainment needs of the community.	Dwelling, Single-Family Attached (Duplex)	A building with a common wall between dwellings that is arranged, intended, or designed for occupancy by two families living independently of each other in an attached structure.
Contiguous	In relation to a lot, where at least one boundary line or portion of one lot touches a boundary line/s or point/s of another lot/s.	Dwelling, Single-Family Detached Dwelling, Single-Family Detached (Cluster)	A detached building arranged, intended, or designed for occupancy by one family. A single-family dwelling located on a cluster lot.
Connectivity Ratio	A commonly recognized metric to access ease of mobility within an area, created by dividing all links (non-arterial roadway segments) by nodes (all non-arterial intersections and cul-de-sacs).	Dwelling, Single-Family Detached (Zero-Lot Line)	A single-family dwelling that is built to abut one side lot line.
Cul-de-sac	A short, minor roadway having only one outlet to another street and terminating on the opposite end by a vehicular turnaround.	External Access Point	Location where a throughfare within the project and a thoroughfare adjacent to and outside of the project boundary intersect
Dead-end Street	A street, other than a cul-de-sac, with only one outlet.	Fully Shielded Fixture	Fixtures that are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.
Design Guidelines	Mayfair’s standard of exterior presentation (façade, surfacing, color palate, landscaping, etc.) that will guide the development of all homes and businesses in the community.	Garage, Detached	A private garage wholly separated and independent of the principal building.

Gated Neighborhood	A residential area where vehicular accessibility is controlled by the means of a gate, guard, barrier or similar improvements within or across a privately maintained ROW.	Lot	An undivided tract or parcel of land which is, or in the future may be, offered for sale, conveyance, transfer or improvement, which is designated as a distinct and separate parcel, and which is identified by a tract, or lot number, or symbol in a duly approved subdivision Plat which has been properly filed of record.
Gross Floor Area	<p>The total floor area of all floors of a building, expressed in sq. ft., measured from the outside of the exterior walls or from the centerline of common walls. It does not include:</p> <ul style="list-style-type: none"> • internal ground and underground/basement parking or loading, servicing and maneuvering areas; • building services, plant and equipment; • access between floors (e.g. internal stairwells and elevator shafts); • ground floor public lobby (for non-residential uses only); • outdoor pedestrian malls; and • unenclosed balconies/patios (whether roofed or not). 	<p>Lot Line</p> <p>Lot Line, Front</p> <p>Lot Line, Rear</p> <p>Lot Line, Side</p> <p>Lot, Cluster</p>	<p>The lines bounding a lot.</p> <p>The boundary between a lot and the street on which the lot fronts.</p> <p>The lot line that is opposite and most distant from the front lot line.</p> <p>Any lot line that is not a front or rear lot line. A side lot line may be a part lot line, a line bordering on an alley or place or a side street line.</p> <p>A lot that contains one single-family detached (cluster) dwelling.</p>
Height	The vertical distance of a structure measured from the average elevation of the finished grade surrounding the structure to the highest point of the structure.	Lot, Corner	A lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension.
Home Occupation	An occupation carried on in a dwelling unit, or in an accessory building to a dwelling unit, by a resident of the premises, which occupation is clearly incidental and secondary to the use of the premises for residential purposes.	Lot, Coverage	See Coverage, lot.
		Lot, Depth	The length of a line connecting the midpoints of the front and rear lot lines.
		Lot, Double Frontage	Any lot, not a corner lot, with frontage on two streets that are parallel to each other or within 45 degrees of being parallel to each other.
Intersection	Location where two streets connect.		
Landscape Plan	A plan prepared in accordance with Appendix ____.	Lot, Frontage	The length of street frontage between lot lines.
Lane Width	The distance between the face of one curb to the face of the other curb excluding the gutter section, or center of the lane marking to center of the lane marking, or combination thereof.	Lot, Interior	A lot with side lot lines that do not abut any street.
		Lot, Parent	A lot that includes at least three cluster lots, shared access for cluster lots and common open space.
Light Trespass	Spill light falling over lot lines that illuminate adjacent grounds or buildings in an objectionable manner.	Lot, Through	An interior lot having frontage on two streets.

Lot, Width	The horizontal distance between side lot lines, measured at the front building line.		means three or more dwelling units on a single lot or parcel, whether attached or detached.
Low Impact Development	A stormwater management technique that seeks to reduce runoff volume and improve water quality by replicating natural hydrology processes.	Mountain Bike Trail	A public or private unpaved off-street path that is intended for recreational use.
Luminary	The complete lighting assembly, less the support assembly.	Nature Trail	A public or private unpaved off-street path typically four (4) to six (6) feet wide when used exclusively for pedestrians, and eight to 10 feet wide when used for multiple user groups. Not intended for equestrian use or motorized vehicles, such as golf carts or ATVs.
Masonry Wall	A wall that is constructed of brick, concrete or other grounds or buildings in a highly durable building stone such as (but not limited to) granite, limestone or travertine.	One-family Dwelling	A detached building arranged, intended, or designed for occupancy by one family.
Master Developer	RESERVED	Open Space, Common	Open space or recreational area, within or related to a development, intended for the exclusive use and enjoyment of residents or occupants of the development, and their guests.
Master Framework Plan	RESERVED		
Mixed Use	The development of a lot, building or structure with two or more different types of uses designed, planned and constructed as a unit. Such types of uses include, but are not limited to, residential, office, retail, public uses, personal service or entertainment uses.	Open Space, Private	Open space or outdoor living area, intended for the private use and enjoyment of the resident/s or occupant/s of a dwelling unit or building. Private open space may include, but is not limited to, yard areas, landscaped areas, private patios, balconies, courtyards or similar areas designated for outdoor living, recreation or retention of an area in its natural state.
Motion Sensing Security Lighting	A fixture designed, and properly adjusted, to illuminate an area around a residence or other building by means of switching on a lamp when motion is detected within a set area around the fixture, and switching the lamp off when the detected motion ceases, or after a set amount of time.	Outdoor Light Fixture	All outdoor illuminating devices, reflective surfaces, lamps and other devices, either permanently installed or portable, which are used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot and floodlights for: <ul style="list-style-type: none"> • buildings and structures; • recreational areas; • parking lot lighting; • landscape and architectural lighting; • billboards and other signs (advertising or other); • street lighting, excluding antique street and pedestrian lighting as approved by the City or such other person as they may authorize;
Multi-class Lighting	Any outdoor lighting used for more than one purpose, such as security and decoration, when those purposes fall under the definitions for two or more lighting classes as defined for class 1, 2 and 3 lighting.		
Multi-family Dwelling	A building or portion thereof, arranged, intended, or designed for occupancy by three or more families, being separate quarters and living independently of each other. Multifamily also		

	<ul style="list-style-type: none"> • product display area lighting; • building overhangs and open canopies; and • security lighting. 		area – radius of one to three miles and contain more recreation amenities than a Neighborhood Park.
Patio, Attached	A private open space that is roofed, or unroofed with a code required hand rail, that is attached to a single family dwelling, excluding balconies. Unattached, roofed patios shall follow Accessory Structure standards.		Examples of a community park may include:
Park	<p>Land that is designated as park space for passive and active recreational uses and may include integrated stormwater conveyance and management. Park includes six sub-categories, each being further defined herein:</p> <ul style="list-style-type: none"> • Community Park; • Greenbelt/Conservation Park/Trails; • Pocket Park. 		<ul style="list-style-type: none"> • Sports Park: a park intended to provide a variety of structured or formal recreation opportunities, such as team competitions, physical skills development and training. May include multi-purpose community facilities. • Active Use Park: a park intended to provide facilities for active recreation such as sport courts, playgrounds, open playfields, trails, gathering areas and group picnic facilities. • Informal Use Park: A park intended to provide a variety of casual recreational opportunities such as play, picnicking, and large social or community gatherings. Informal use parkland may also protect or enhance landscape amenity values.
Park Lot	A platted lot that contains, or is proposed to contain, a park use.	Park, Greenbelt/Conservation Park/Trail	Connectors in a park system are typically within a floodway or floodplain and serve multiple goals including recreation, transportation, water quality, flood control and habitat protection/preservation.ce of riparian corridors.
Park, Community	District-maintained parks accessible by multiple neighborhoods and should focus on meeting community-based recreational needs, as well as preserving unique landscapes and open spaces. Community Parks are generally larger in scale than neighborhood parks, but smaller than regional parks and are designed typically for residents who live within a three-mile radius. When possible, the park may be developed adjacent to a school. Community Parks provide recreational opportunities for the entire family and often contain facilities for specific recreational purposes: athletic fields, tennis courts, extreme sports amenity, loop trails, picnic areas, reservable picnic shelters, sports courts, restrooms with drinking fountains, large turfed and landscaped areas and a playground or spray ground. Passive outdoor recreation activities such as meditation, quiet reflection, and wildlife watching also take place at Community Parks. Community Parks generally range from 10 to 75 acres depending on the community. Community Parks serve a larger	Park, Natural Area/Easement	Primarily undeveloped lands or engineered corridors that are managed for both natural and ecological value and light-impact recreational use. These areas can range in size from one to thousands of acres, and may include wetlands, wildlife habitat, viewpoints or stream and river corridors. Natural areas provide opportunities for nature-based recreation, such as bird-watching and environmental education. Natural areas also provide opportunities for some active recreation activities such as walking and running, bicycle riding, and hiking. These areas can provide relief from urban density and may also preserve or protect environmentally sensitive areas such as endangered animal habitat and native plant communities. Natural areas often include, wetlands, floodplains, streams, creeks, lakes, ponds, forests, prairies, meadows, pastures and agricultural lands, timber lands, and vistas.

Park, Pocket	A small outdoor open space usually 0.25 acres up to three (3) acres, most often located in an urban area surrounded by commercial or dense residential. These parks serve various short-term functions or activities like small events, lunch breaks, or tot lots. These spaces are inviting and social places.	Plaza	A publicly accessible gathering space that is integrated into the Street network and may allow vehicular, bicycle and/or pedestrian travel.
Park, Private	Parkland that is developed as part of the Project, but not generally open to the public, including Pocket Parks and Recreation Centers	Project	Has the meaning set forth in the Development Agreement.
Path, Shared Use	A bicycle and pedestrian facility physically separated from motorized vehicular traffic by a green space or barrier. They can be located within road rights of way, parks, and trail corridors and are shared by multiple users. Two types of surface treatments may be used: crushed granite or hard surface pavement. Anticipated use and location must be considered when selecting surface treatment, which should also meet the City of New Braunfels' Park Standards.	Public Safety Facility	A government facility for public safety and emergency services, including fire, EMS, police and related administrative facilities.
Pavilion/Shade Structure	An open air, roofed structure that provides a shaded area.	Quartile	An organizing measure representing community development in quarters. Assuming a 6,000 residential unit community, each quartile represents 1,500 completed residential units.
Planning Commission	Has the meaning set forth in the Development Agreement.	Recreation Center	Private facilities, such as clubhouses, gyms, swimming pools, tennis courts, etc., which are intended to function as private parks under the Development Standards.
Planning Director	Has the meaning set forth in the Development Agreement.	Recreation Establishment, Commercial Indoor	A private indoor facility, with or without seating for spectators, and providing facilities for a variety of individual, organized or franchised sports, including but not limited to basketball, gymnastics, wrestling, soccer, tennis, volleyball, racquetball or handball. Such facilities may also provide other regular organized or franchised events, health and fitness club facilities, swimming pool, bowling alley, snack bar, restaurant, retail sales of related sports, health or fitness items and other support facilities. Does not include any other indoor recreation facility that may be herein defined separately.
Plat	A Final Plat.		
Plat Note	A notation on the face of a Plat that affects future development.		
Plat, Final	A plan prepared in accordance with 1.4.1.	Recreation Establishment, Commercial Outdoor	A private open or partially enclosed facility, with or without seating for spectators, and providing facilities for a variety of individual, organized or franchised sports, including but not limited to basketball, soccer, tennis and volleyball. Such facilities may also provide other regular organized or franchised events, swimming pool, batting cages, snack bar, retail sales of related sports, health or fitness items and other support facilities. Does not include any other outdoor recreation facility that may be herein defined separately.
Play/Sports Court	A recreation area for open-air games, including but not limited to tennis, volleyball and/or basketball. Bleachers or grandstands may be provided.		
Playscape	A freestanding, integrated play apparatus, exclusively for use by children.		

Residential Density	The number of dwelling units divided by the number of acres.	Sector	Has the meaning set forth in the Development Agreement.
Residential Lot	A platted lot that contains, or is proposed to contain, a residential use.	Sector Plan	An application prepared in accordance with 1.3.1 or an approved Sector Plan depending on the context of the term's usage.
Residential Use	A use identified in Section 7.1 as a residential use.	Sector Plan Note	A notation on the face of a Sector Plan that affects future development.
Retail Establishment	An establishment in which 60 percent or more of the GFA is devoted to the sale or rental of goods, including stocking, to the general public for personal or household consumption. The term includes services incidental to the sale or rental of such goods.	Sector Plan TIA	Updated Traffic Impact Analysis provided with Sector Plan submittal.
Retail Establishment, Large	A retail establishment or any combination of retail establishments in a single building or in separate but adjoining buildings occupying more than 25,000 sq. ft. GFA.	Security Lighting	Lighting designed to illuminate a lot for the purpose of visual security. This includes fully shielded lighting designed to be left on during nighttime hours as well as motion sensing lighting fixtures.
Retail Establishment, Liner	A row of small retail establishments sharing a common wall with one or more other establishments/tenancies located on one or more contiguous lots.	Sensitive Feature	Karst features classified as sensitive by TCEQ or habitat identified by a qualified ecologist, in accordance with US Fish and Wildlife Service, high value trees as defined by a Tree Preservation Plan or any other applicable federal or state agency's standards.
Retail Establishment, Medium	A retail establishment or any combination of retail establishments in a single building or in separate but adjoining buildings occupying 10,001 – 25,000 sq. ft. GFA.	Service Industry Establishment	An establishment or place of business primarily for industrial activities that have no external air, noise or odor emissions and can be suitably located with non-industrial uses, including but not limited to audio visual repair, film processing, jewelry making, locksmith, shoe repairs.
Retail Establishment, Small	A retail establishment, or any combination of retail establishments in a single building or in separate but adjoining buildings, occupying equal to or less than 10,000 sq. ft. GFA.	Setback Line	A line within a lot parallel to and measured from a corresponding lot line, establishing the minimum required yard and governing the placement of structures and uses on the lot.
Right of Way	A lot or parcel of land occupied, or intended to be occupied, by a public road, street or alley.	Sidewalk	As guided by City code, a public or private paved accessway located within the street ROW or access easement, abutting, but physically separated from the vehicular travelled way, intended for pedestrian travel, regardless of whether such an accessway may be designated for non-exclusive use by pedestrians.
Roadway, Major	Any road identified as an expressway, parkway, arterial or collector road on the City's adopted Regional Transportation Plan.		
Roadway, Minor	A collector road, local street or alley not on the City's adopted Regional Transportation Plan.		

Sight Distance	The triangular area formed by a diagonal line connecting two points located on intersecting ROW lines.	Sign, Off-premise	An outdoor sign advertising a business activity or use not principally offered, sold, or conducted upon the same premises on which the sign is located.
Sign	Any device or surface on which letters, illustrations, designs, figures or symbols are painted, printed, stamped, raised, projected or in any manner outlined or attached and used for advertising purposes.	Sign, On-premise	An outdoor sign advertising a business or use principally offered, sold or conducted upon the same premises on which the sign is located. On-premise signs include: <ul style="list-style-type: none"> • signs advertising a real estate development located on premises being developed or proposed for development; • signs identifying a real estate development which are located at the entrance of such development; and • signs located on premises where model homes are constructed.
Sign, Area Directional	An off-premise sign designed with panels that may be replaced or changed to advertise multiple entities, services, real estate, businesses or other content and that direct, with an arrow, for instance, persons to those entities.	Sign, Pole or Pylon	A freestanding sign that is supported by one or more freestanding shafts, posts, or piers extending from and permanently attached to the ground by a foundation or footing, with a clearance between the ground and the sign face.
Sign, Banner	Any sign made of fabric, plastic or other non-rigid material designed to hang from rope or wire to advertise a business, service, or special event and not mounted in a permanent rigid frame.	Site	a tract of property that is the subject of a development application.
Sign, Billboard	An off-premise sign on any flat surface erected on a framework or on any structure, or attached to posts and used for, or designed to be used for, the display of bills, posters, or other advertising material.	Site Plan	A plan submitted with an application for Building Permit as per City of New Braunfels Code of Ordinances.
Sign, Freestanding	A sign permanently attached to or constructed in or on the ground.	Site Plan Note	A notation on the face of a Site Plan that affects future development.
Sign, High Profile Monument	A sign that is attached directly to the ground or is supported by a sign structure that is placed on or anchored in the ground.	Story	Part of a building included between the surface of one floor and the surface of the ceiling above. A top story attic is a half story when the main line of the wall plates is not above the middle of the interior height of such story. A basement that is no more than 4 ft. above average grade shall not be considered a story.
Sign, Low Profile Pole	A sign that is mounted on one or more freestanding poles or other support so that the bottom edge of the sign face is not in direct contact with a solid base or the ground.	Street	A public or private ROW that provides primary vehicular movement, whether designated as a street,
Sign, Monument	A sign which is attached directly to the ground or is supported by a sign structure that is placed on or anchored in the ground and is independent from any building or other structure.		

	highway, thoroughfare, parkway, avenue, boulevard, road, drive aisle, alley or however otherwise designated.	Tree Protection Plan	A plan prepared in accordance with Appendix _
		Tree Replacement Plan	A plan prepared in accordance with Appendix _
Street View	Visible at eye-level on the closest sidewalk on an abutting street, excluding an alley.	Tree Survey	A plan prepared in accordance with Appendix _
Street, Private	A private vehicular accessway, including an alley, that is shared by and that serves two or more lots, which is not dedicated to the public, and which is not publicly maintained.	Tree Survey, Preliminary	A plan prepared in accordance with Appendix _
Streetside	The part of the ROW between the back of the curb and the front lot line of abutting lots.	Tree, High Value	Any tree having a minimum 8 in. caliper measured 4.5 ft. above the ground (DBH), and in good health with no signs of disease.
Supporting Framework Plan	A plan prepared in accordance with Appendix _.	Tree, Low Value	Any tree that is not a high value tree.
Temporary Lighting	Lighting which will not be used for more than one 45-day period within a calendar year. Temporary lighting is intended for uses that by their nature are of limited duration; e.g. holiday decorations, civic events, or construction projects.	Unshielded Fixture	A fixture that allows light to be emitted above the horizontal directly from the lamp or indirectly from the fixture or a reflector.
Throughway Zone	The part of the streetside between the frontage zone and the furnishing zone in which pedestrians and bicyclists travel, including sidewalks and bike paths.	Urban Forester	The Urban Forester, City of New Braunfels, Texas.
Traffic Impact Analysis (TIA)	A study which assesses the adequacy of the existing or future transportation infrastructure to accommodate additional trips generated by a proposed development, redevelopment or land rezoning.	Utility	Public and private utility infrastructure including, but not limited to, water mains, recycled water mains, gravity wastewater mains, wastewater force mains, wastewater lift stations, wastewater treatment plants, storm drains, overhead electric, underground electric, gas mains and communication lines.
TIA Update	A report prepared in accordance with Appendix ____	Wholesale Trade Establishment	An establishment or place of business greater than 50,000 sq. ft. GFA, primarily engaged in selling and/or distributing merchandise to retailers; to industrial, commercial, institutional, or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.
TIA Worksheet	A report prepared in accordance with Appendix ____		
Total Outdoor Light Output	The maximum total amount of light, measured in lumens, from all outdoor light fixtures on a lot. For lamp types that vary in their output as they age (such as high pressure sodium and metal halide), the initial output, as defined by the manufacturer, is the value to be considered.		

16. Traffic Impact Analysis
(attached separately).



SOUTHSTAR
COMMUNITIES

RESOLUTION NO. _____

RESOLUTION OF CITY OF NEW BRAUNFELS, TEXAS CONSENTING TO THE
CREATION OF COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3,
WHICH IS IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY

WHEREAS, pursuant to Acts 2013, 83rd Leg., R.S., Ch. 1122, Sec. 1 (Chapter 8489 of the Texas Special District Local Laws Code) (“**Enabling Act**”), the Texas Legislature created Comal County Water Improvement District No. 3 (“**District**”), a water control and improvement district created pursuant to Article XVI, Section 59 of the Texas Constitution, with the powers and duties provided by Chapters 49 and 51 of the Texas Water Code;

WHEREAS, the District includes approximately 1,888 acres of real property in Comal County, Texas described in the attached Exhibit A (“**Property**”), which is located partially within the corporate limits and partially within the extraterritorial jurisdiction of the City of New Braunfels, Texas (“**City**”);

WHEREAS, pursuant to Texas Local Government Code, Section 42.042, land within the extraterritorial jurisdiction of a city may not be included within a district without the written consent of such city;

WHEREAS, pursuant to Section 8489.004 of the Enabling Act, the temporary directors of the District may not hold an election confirming the creation of the District until the City has consented by ordinance or resolution to the creation of the District and to the inclusion of land within the District;

WHEREAS, the City and Southstar at Mayfair, LP (“**Developer**”) entered into that certain dated (“**Development Agreement**”), which addresses, among other things, the development of the property within the District and the provision of water, wastewater, and other utilities to the District;

WHEREAS, pursuant to Section 8489.004(a)(2) of the Enabling Act, New Braunfels Utilities and Developer may enter into a utility agreement to govern the provision of water and wastewater services to the Property (the “**Utility Agreement**”), without which, the Development Agreement will be null and void;

WHEREAS, pursuant to the Development Agreement, Developer and the District requested the City’s consent by resolution to the creation of the District and to the inclusion of the Property within the District under the terms and conditions below; and

WHEREAS, the City Council of the City desires to adopt this Resolution for the purpose of consenting to the creation of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

1. That all of the matters and facts set out in the preamble hereof be true and correct.
2. That the City Council of the City hereby specifically gives its written consent, as provided by Texas Local Government Code, Section 42.042 and Texas Special District Local Laws Code, Section 8489.004, to the creation of Comal County

Water Improvement District No. 3 and to the inclusion of Property within the District, subject to the following terms and conditions:

- a. The above consent is contingent on the Developer and New Braunfels Utilities negotiating and executing the Utility Agreement by October 1, 2021.

PASSED AND APPROVED on this ____ day of _____, 2021.



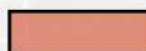




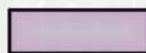







Mayor, City of New Braunfels, Texas

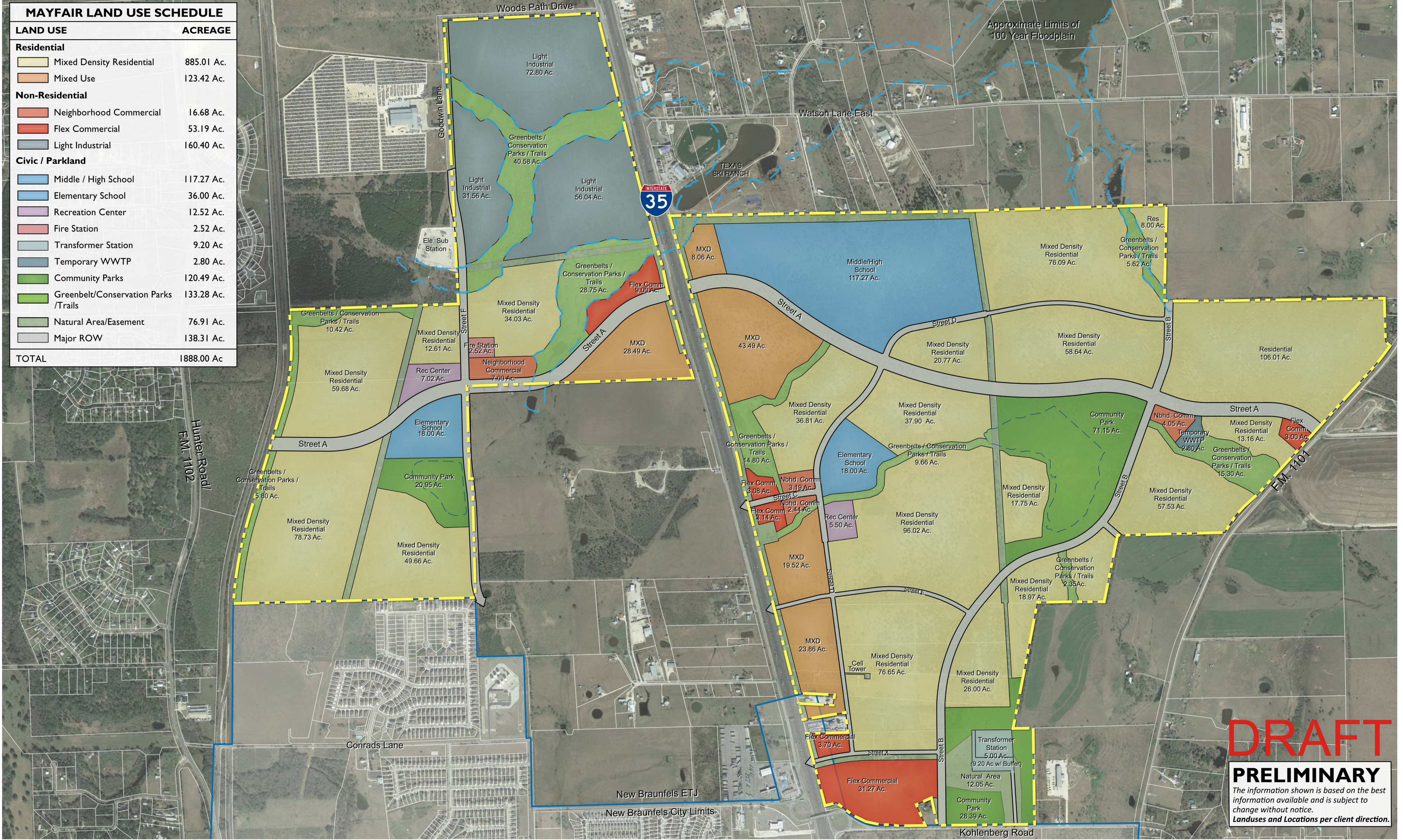
ATTEST:

City Secretary, City of New Braunfels, Texas

Exhibit A

(Property Description)

MAYFAIR LAND USE SCHEDULE		
LAND USE	ACREAGE	
Residential		
 Mixed Density Residential	885.01	Ac.
 Mixed Use	123.42	Ac.
Non-Residential		
 Neighborhood Commercial	16.68	Ac.
 Flex Commercial	53.19	Ac.
 Light Industrial	160.40	Ac.
Civic / Parkland		
 Middle / High School	117.27	Ac.
 Elementary School	36.00	Ac.
 Recreation Center	12.52	Ac.
 Fire Station	2.52	Ac.
 Transformer Station	9.20	Ac.
 Temporary WWTP	2.80	Ac.
 Community Parks	120.49	Ac.
 Greenbelt/Conservation Parks / Trails	133.28	Ac.
 Natural Area/Easement	76.91	Ac.
 Major ROW	138.31	Ac.
TOTAL	1888.00	Ac



Copyright RVI | Aerial Photography: July, 2019 | Contour Interval: 2 ft