

STRATEGIC PARTNERSHIP AGREEMENT

between the

CITY OF NEW BRAUNFELS, TEXAS

and the

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3

STATE OF TEXAS                   §  
                                             §  
COUNTY OF COMAL           §

This Strategic Partnership Agreement (this “**Agreement**”) is between THE CITY OF NEW BRAUNFELS, TEXAS, a home rule municipal corporation (“**City**”), acting by and through its duly authorized Mayor, and the COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3, a Texas water control and improvement district (“**District**”), acting by and through its duly authorized Board of Directors, under the authority of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended.

RECITALS:

- A. Texas Local Government Code, Section 43.0751 (the “Act”) authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent.
- B. The District and the City desire that effective, efficient, and responsible local government be provided to citizens of the District and the City before, during, and after the City annexes the District for full purposes. To that end, the District and the City also desire to avoid any unnecessary duplication of services and taxes, and to provide for the orderly and seamless succession of the District.
- C. By this Agreement, the Parties desire to establish, among other things, (i) terms and conditions of the City’s limited purpose annexation of certain lands comprising the commercial portion of the District, as described in this Agreement and in accordance with the Act and (ii) provisions regarding the City’s delivery of City Services (hereinafter defined) prior to full purpose annexation of the District, in accordance with the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- D. The District and the City acknowledge that this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District.

Corridor Title GF# Courtesy

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the District and the City agree as follows:

## **ARTICLE I FINDINGS**

- 1.1 The District is a water control and improvement district created pursuant to Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 51 of the Texas Water Code.
- 1.2 The District's boundaries include the approximately 1,888 acres of land in Comal County shown in the map attached as Exhibit A, that is located outside of the corporate limits of the City and within the extra-territorial jurisdiction ("ETJ") of the City (the "Eligible Property").
- 1.3 The land subject to this Agreement consists of the Eligible Property as shown on Exhibit A and described in Exhibit B attached to this Agreement.
- 1.4 The land initially subject to limited purpose annexation includes approximately 137.489 acres of property designated for commercial development (the "Initial Tract") as shown in Exhibit C and described in Exhibit D and attached to this Agreement.
- 1.5 The District and the City acknowledge and agree that, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits which are reasonable and equitable to both the District and the City.
- 1.6 The City and the District desire to enter into this Agreement providing for limited purpose annexation of the Limited Purposes Tract (defined below) for the purpose of collecting Sales and Use Tax Revenues within the annexed areas in accordance with Subsection (k) of the Act.
- 1.7 The District will provide notice of two public hearings concerning the adoption of this Agreement and the proposed limited purpose annexation of the Limited Purposes Tract, in accordance with the procedural requirements of the Act.
- 1.8 The Board of Directors of the District conducted two public hearings regarding this Agreement and the proposed limited purpose annexation of the Limited Purposes Tract on February 17, 2023, at 11:00 a.m. within the District at 1672 Independence Dr., Ste. 102, New Braunfels, Texas and on February 24, 2023, at 11:00 a.m. within the District at 1672 Independence Dr., Ste. 102, New Braunfels, Texas, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so in accordance with the procedural requirements of the Act.

- 1.9 The Board of Directors of the District approved this Agreement on February 24, 2023, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.
- 1.10 The City provided notice of two public hearings concerning the adoption of this Agreement and the proposed limited purpose annexation of the Limited Purposes Tract, in accordance with the procedural requirements of the Act.
- 1.11 The City Council conducted two public hearings regarding this Agreement and the proposed limited purpose annexation of the Limited Purposes Tract on April 8, 2024, at 6:00 p.m., at City Hall, 550 Landa St., New Braunfels, Texas and on April 22, 2024, at 6:00 p.m. at City Hall, 550 Landa St., New Braunfels, Texas, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed limited purpose annexation were given the opportunity to do so in accordance with the procedural requirements of the Act.
- 1.12 The City Council approved this Agreement on April 22, 2024, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.
- 1.13 All procedural requirements imposed by law for the execution and adoption of this Agreement have been met.

## **ARTICLE II DEFINITIONS**

- 2.1 “Act” means Texas Local Government Code § 43.0751 and any amendments thereto.
- 2.2 “Agreement” means this Strategic Partnership Agreement between the City and the District, as may be amended from time to time pursuant to the terms of this Agreement.
- 2.3 “Board” means the Board of Directors of the District.
- 2.4 “City” means the City of New Braunfels, a Texas home rule municipal corporation, located in Comal and Guadalupe Counties, Texas.
- 2.5 “City Council” means the elected body of the City of New Braunfels, as such term is defined in Section 1.02 of the Charter.
- 2.6 “City Manager” means the chief administrative officer of the City.
- 2.7 “City Services” shall have the meaning described in Section 6.2 hereof.
- 2.8 “Comptroller” means the Comptroller of Public Accounts of the State of Texas.

- 2.9 "Development Agreement" means the means the Development Agreement between the City and Southstar at Mayfair, LLC for Proposed Mixed Use Development, including any assignments as authorized therein and future amendments thereto. The Development Agreement provides for certain public services and facilities in the District.
- 2.10 "District" means the Comal County Water Improvement District No. 3, a water control and improvement district created or operating under the authority of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended.
- 2.11 "District Type B Revenues" has the meaning set forth in the definition of "Sales and Use Tax Revenues".
- 2.12 "Effective Date" means the date on which the City Council adopts this Agreement, as provided in Section 3.3.
- 2.13 "Eligible Property" means all real property within the borders of the District that is subject to the Development Agreement.
- 2.14 "ETJ" means the extraterritorial jurisdiction of the City.
- 2.15 "ESD No. 7" shall have the meaning described in Section 6.1 hereof.
- 2.16 "Fire and EMS Contract" shall have the meaning described in Section 6.1 hereof.
- 2.17 "Fire and EMS Services" shall have the meaning described in Section 6.1 hereof.
- 2.18 "Full Purpose Annexation" means full purpose annexation as provided for in the Act.
- 2.19 "Initial Tract" means all of that certain approximately 137.489 acre tract located within the District and in Comal County, Texas as shown in **Exhibit C** and described in **Exhibit D**.
- 2.20 "Landowner" means Southstar at Mayfair LP, a Delaware Limited Partnership, its successors or assigns.
- 2.21 "Limited Purpose Annexation" means annexation for the limited purpose of collecting Sales and Use Tax as provided for in the Act.
- 2.22 "Limited Purpose Tract" means the Initial Tract and all or any portion(s) of the Eligible Property after it has been annexed for limited purposes pursuant to Section 3.9 of this Agreement.
- 2.23 "Notice" means notice as defined in Section 8.3 of this Agreement.
- 2.24 "Party" means, individually, the City or the District, their successors and assigns.
- 2.25 "Parties" means, together, the City and the District.

- 2.26 "Sales and Use Tax Revenues" means those revenues (a) received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Tract pursuant to the Act and Chapter 321 of the Texas Tax Code, and to the extent not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority, or applicable law, ordinance, rule, or regulation less (b) any portion of such sales and use tax dedicated to the purposes described in Chapters 501-505 of the Texas Local Government Code (such portion being referred to as the "District Type B Revenues").
- 2.27 "Sector Plan" shall have the meaning described in the Development Agreement.
- 2.28 "TIA" means the Project Transportation Plan dated March, 2021, prepared by Pape Dawson Engineers and referred to in the Development Agreement, as may be amended from time to time.

### ARTICLE III LIMITED-PURPOSE ANNEXATION

- 3.1 Generally. Subject to the terms of this Agreement and the Development Agreement, the District and the City agree that the City, from time to time, shall annex certain property included in approved plats within the City for the limited purpose of collecting Sales and Use Tax Revenues within such annexed property pursuant to Subsection (k) of the Act. The District and the City further agree that the City shall annex such properties for limited purposes in accordance with Section 3.9 of this Agreement within one hundred eighty (180) days following the recording in the Comal County Real Property Records of a final plat of such property within the Eligible Property.
- 3.2 Limited Purpose Annexation Procedures. The City Council shall adopt a Limited Purpose Annexation ordinance consistent with this Agreement at a meeting conducted in accordance with Chapter 551 of the Texas Government Code, and the District acknowledges that no additional notices, hearings, or other procedures are required by law in order to approve such Limited Purpose Annexation of all or any portion of the Eligible Property.
- 3.3 Effective Date. Pursuant to Subsection (c) of the Act, this Agreement is effective on April 22, 2024, the date of adoption of this Agreement by the City.
- 3.4 Filing in Property Records. Upon approval by the City, the City or the District shall file this Agreement in the Real Property Records of Comal County, Texas. **As provided in § 43.0751(c) of the Act, this Agreement binds each owner as of the Effective Date and each future owner of land included within the District's boundaries. Landowner has executed this Agreement to evidence its consent to the Agreement and the recording of the Agreement.**
- 3.5 Property Taxes and District Liability for Debts of the City. During the term of this Agreement, except as provided in Article IV regarding Sales and Use Tax, (a) owners of taxable property within the District (by reason of mere ownership of

that land) shall not be liable for any present or future debts of the City until Full Purpose Annexation takes effect in accordance with the Development Agreement, and (b) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District until Full Purpose Annexation takes effect in accordance with the Development Agreement, or as otherwise authorized by future statutory amendments.

- 3.6 Powers and Functions Retained by the District. After Limited Purpose Annexation under this Agreement, the District shall continue to be authorized to exercise all powers and functions of the District, and to provide the services authorized by those powers within its boundaries, pursuant to existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness and obligations will remain the responsibility of the District. Except as provided by law, upon Full Purpose Annexation, neither the City nor any owners of taxable property within the City (by reason of mere ownership of that land) shall be liable for any present or future debts of the District.
- 3.7 Continuing Right. The City's rights under Section 3.1 herein to annex all or any portion of the Eligible Property for the limited purpose of collecting Sales and Use Tax Revenues within the Limited Purpose Tract are continuing and may be exercised through the adoption of multiple annexation ordinances for portions of the Limited Purpose Tract.
- 3.8 District Consents to Non-Contiguous Limited Purposes Annexation. The District consents to the annexation of non-contiguous portions of the Eligible Property as authorized by Subsection (r) of the Act.
- 3.9 Additional Land Annexed for Limited Purposes. The City's approval of a Sector Plan in the Eligible Property that contains property designated for commercial or "mixed commercial and residential" development that is not yet included in the Limited Purposes Tract shall serve as the City's agreement to annex such additional property into the City for limited purposes (whether or not contiguous to the then-existing Limited Purpose Tract). For purposes of clarity, it is agreed that only that portion of the Eligible Property that is designated as "commercial" or "mixed commercial and residential" development on an approved Sector Plan will be annexed into the City and made a part of the Limited Purpose Tract. The City shall take all necessary steps under this Agreement to complete the limited purpose annexation of such commercial or "mixed commercial and residential" property approved in such Sector Plan upon the recording of a Final Plat containing such property and upon annexation such additional land shall be considered part of the Limited Purpose Tract.

#### **ARTICLE IV VOTING RIGHTS IN THE DISTRICT**

- 4.1 Qualified Voters. The qualified voters residing within the Limited Purpose Tract may vote in City elections pursuant to Texas Local Government Code Section 43.130(a). Voting rights are subject to all federal and state laws and regulations.

- 4.2 Eligibility to Vote. On or after the fifteenth (15<sup>th</sup>) day but before the fifth (5<sup>th</sup>) day before the date of the first election held in which the residents of the Limited Purpose Tract are entitled to vote as set out in Section 4.1 herein, the City, at its own expense, shall publish a quarter page advertisement in a newspaper of general circulation in the City notifying residents of the Limited Purpose Tract of their eligibility to vote in the election and stating the location of all polling places for the residents. The District, at its own expense, may provide for similar notice in a newspaper of general circulation in the District or otherwise.

## **ARTICLE V SALES AND USE TAX**

- 5.1 Imposition of Sales and Use Tax. The City shall impose a sales and use tax within the Limited Purpose Tract pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate of 1.5%, or such other maximum rate allowed under Chapter 321 of the Texas Tax Code or otherwise permitted under the laws of the State of Texas and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Texas Tax Code Section 321.102.
- 5.2 Payment of Sales and Use Tax to the District. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to forty percent (40%) of the Sales and Use Tax Revenues reported on the "Confidential Local Tax Information Report" for the Limited Purpose Tract provided by the Comptroller and received by the City from the Comptroller (less the adjustment for the District Type B Revenues) for the first five (5) years after a certificate of occupancy is issued for the initial sales tax producing property within any portion of the Limited Purpose Tract designated as "commercial" or "mixed commercial and residential" on the applicable Sector Plan. The District and the City acknowledge and understand that the Comptroller may not issue its first Confidential Local Tax Information Report reflecting Sales and Use Tax Revenues from the Limited Purpose Tract until a minimum of four (4) businesses within the Limited Purpose Tract are collecting Sales and Use Tax and that no payment will be due from the City to the District until such a report is received, provided that when the first such report is received, the City will make any retroactive payments due to the District in accordance with this Agreement to reflect any previously received but not reported Sales and Use Taxes from businesses within the Limited Purpose Tract. The City, beginning in the sixth (6<sup>th</sup>) year, shall pay to the District an amount equal to fifty percent (50%) of the Sales and Use Tax Revenues reported on the "Confidential Local Tax Information Report" for the Limited Purpose Tract provided by the Comptroller and received by the City from the Comptroller (less the adjustment for the District Type B Revenues). The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within thirty (30) days of the City's receipt of that Report from the Comptroller, by regular U.S. Mail or other method of delivery mutually acceptable to the Parties. Texas Government Code Chapter 2251 shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date

under Chapter 2251, the City is deemed to have received an invoice from the District on the date the City receives the Sales and Use Tax Revenues from the Comptroller without further action from the District.

- 5.3 Amended and Supplemental Reports. If and when the Comptroller adjusts its calculations of Sales and Use Tax Revenues generated within the boundaries of the Limited Purpose Tract or issues supplemental tax reports, then any revenues reflected in such adjusted calculations or supplemental reports will be divided and paid as provided above, and the District and the City agree to pay the other any sums necessary to correct any prior over or under distributions. The City and the District agree that, for purposes of Section 321.3022 of the Texas Tax Code, this Agreement qualifies also as a revenue sharing agreement.
- 5.4 Reporting. Within thirty (30) days of the City's receipt of each sales tax report provided by the Comptroller, the City shall deliver to the District a condensed version of the report, containing only the contents relating to retail sales tax collected and retailers in the Limited Purpose Tract.
- 5.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Texas Tax Code, Section 321.102, within ten (10) days after the City Council annexes any portion of the Eligible Property for limited purposes. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax Revenues in the Eligible Property.
- 5.6 District Use of Sales and Use Tax Revenue. The District may use the Sales and Use Tax Revenues received by the District pursuant to this Agreement for any lawful purpose.
- 5.7 City Use of Sales and Use Tax Revenue. Without limiting the terms of Section 5.11 below, the Sales and Use Tax Revenues received and retained by the City pursuant to this Agreement may be used by the City for any lawful purpose.
- 5.8 District Audit Rights. The District may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax Revenue payments have been made to the District in accordance with this Agreement. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the District on thirty (30) days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the District or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form sufficiently maintained to reflect the collection of all Sales and Use Tax Revenues that are subject to this Agreement. For the avoidance of doubt, the District's audit rights provides the District with no right to see any City book, record, document, or other evidence unrelated to the Sales and Use Tax collections received pursuant to this Agreement.
- 5.9 City Audit Rights. The District is required by law in certain circumstances to prepare an annual audit within one hundred and thirty-five (135) days after the



close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within thirty (30) days after the audit is completed and approved and accepted by the District's board of directors. The District shall not unreasonably delay the approval of its annual audit.

- 5.10 Termination. Unless agreed, ordered or specifically provided otherwise, all Sales and Use Tax Revenues collected by the City from the Limited Purpose Tract after the date of termination of this Agreement and satisfaction of obligations described in Section 5.2 shall be retained by the City and may be used for any lawful purpose.
- 5.11 District Type B Revenues. During the term of this Agreement, the City shall collect a portion of the sales and use tax from the Limited Purpose Tract in the form of District Type B Revenues, which are not included within the term "Sales and Use Tax Revenues." During the term of this Agreement, a portion of the District Type B Revenues (such portion to be determined in accordance with the following sentence) shall be devoted to approved projects (a) within the Eligible Property and (b) that comply with the terms of Chapters 501-505 of the Texas Local Government Code, all in accordance with the procedures outlined in Chapters 501-505 of the Texas Local Government Code. The applicable portion of the District Type B Revenues that are subject to the preceding sentence shall match the District's percentage for any applicable year as described in Section 5.2 above (either 40% or 50%, depending on the year in question). The City and the New Braunfels Industrial Development Corporation shall enter into a written agreement reflecting the foregoing and the City shall provide a copy of the agreement to the District. Nothing in this Agreement is intended to limit the expenditure of additional District Type B Revenues within the District, pursuant and subject to compliance with the terms and procedures outlined in Chapters 501-505 of the Texas Local Government Code and upon application therefore and agreement by the City to do so.
- 5.12 Notice of Breach and Opportunity to Cure. In no event will the City or the District be in breach of this Agreement unless it receives written notice of the breach from the other Party and fails to cure or remedy such breach within the time period described in Section 8.1 below.

## **ARTICLE VI SERVICES**

- 6.1 Fire and EMS Services. Pursuant to Chapter 791 of the Texas Local Government Code, the Interlocal Cooperation Act, the District and the City agree that fire and emergency services shall be provided to the District by Comal County Emergency Services District No. 7 ("ESD No. 7") pursuant to the same terms and conditions as set forth in that certain Service Provider Contract by and between the City and ESD No. 7, as such Contract may be amended from time to time (such services shall be herein referred to as the "Fire and EMS Services", and such Contract shall be herein referred to as the "Fire and EMS Contract"). The City currently provides all Fire and EMS Services to ESD No. 7, in which the

District is currently located, in return for payment from ESD No. 7 under the Fire and EMS Contract. The District and the City further agree that the term Fire and EMS Services shall include all services provided to the City pursuant to the Fire and EMS Contract, including Fire Protection and Suppression, Hazardous Materials and Control, Emergency Rescue, Emergency Medical Services, and other emergency assistance as described in Section 1.01 of the Fire and EMS Contract. Notwithstanding the foregoing, in the event the Fire and EMS Contract is terminated or amended, which would have the effect of the City no longer providing the District Fire and EMS Services under the Fire and EMS Contract, the City and the District shall cooperate and enter into an Interlocal Agreement, whereby the City shall provide Fire and EMS Services in the District on the same basis of payment and on similar terms as provided for in the Fire and EMS Contract as was in effect on the date of termination of the Fire and EMS Contract; provided, however, such Interlocal Agreement shall provide for potential modification of payment terms over time as would be customary for agreements of such type and as may be agreed upon by the Parties.

6.2 Police Services. The City and the District acknowledge that (a) the District may contract with the City for the City to provide police services to the District in accordance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and pursuant to Section 49.216 of the Texas Water Code and other applicable state laws and (b) at this time, no agreement has been reached for the City to provide such police services to the District.

(a) In the event that hereafter the City and the District reach an agreement whereby the City shall provide police services to the District, such agreement shall be reflected in a written amendment to this Agreement executed by duly authorized signatories of the District and the City.

(b) If and until such time as the City and the District reach an agreement whereby the City shall provide police services to the District, the District may provide or contract for the police services in any manner permitted by law.

(c) City Training Obligations Regarding Police Services. The City will be responsible for training its police officers on the different jurisdiction and powers of police officers when they exercise police powers within the District as compared to within the corporate limits of the City.

6.3 City Services. The City and the District acknowledge that as of the Effective Date, the District may not have the lawful authority to provide code enforcement services, animal control services, or health inspection services (collectively, whether one or more, the "City Services") within the District. In the event there is a change in or clarification to applicable state law and the City and District agree the District is authorized to perform such City Services, then for purposes of establishing the Parties' rights and obligations with respect to City Services, Section 6.2. is deemed to be copied below in its entirety with each reference to "police services" revised to read "City Services" and each reference to "police

officers” revised to read “City Services inspectors or agents”. The District agrees not to oppose any attempt by the City to clarify the District’s legislative authority to perform the City Services and contract with the City to perform those City Services, whether by amendment to applicable law or an Attorney General’s opinion, provided that, in order to better assess whether the enforcement of certain of the City Services by means of private deed restrictions imposed pursuant to the Development Agreement is adequate, the City agrees not to seek such clarification or require the District to contract with the City for City Services until ten (10) years after the Effective Date of the Development Agreement.

- 6.4 Solid Waste Disposal. The City may provide Solid Waste Disposal services to all residents within the District in the same manner and on the same terms as provided to residents of the City, except that until Full Purpose Annexation, the residential rate for District residents shall be equal to one hundred five percent (105%) of the rate charged to City residents for Solid Waste Disposal services.

## **ARTICLE VII FULL PURPOSE ANNEXATION**

- 7.1 No Full Purpose Annexation. The timing, procedures, and restrictions on Full Purpose Annexation shall continue to be governed by the terms set forth in the Development Agreement.
- 7.2 Strip Annexation of Portions of Limited Purposes Tract. The District agrees to cooperate with and assist the City in strip annexing one or more areas in the Eligible Property in the manner prescribed by law and subject to any limits prescribed by applicable law, which does not result in the dissolution of the District, none of which may exceed five hundred twenty-five (525) feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas within the Limited Purposes Tract to the City that the City intends to annex for limited purposes. The City agrees that such areas shall be located within right-of-way areas or along lot lines whenever possible. Notwithstanding the zoning designation approved for the annexed area, such area may be developed and used in accordance with the Development Agreement.

## **ARTICLE VIII DEFAULT/REMEDIES**

- 8.1 Default. In the event of a default under or violation of this Agreement, the non-defaulting party shall send the defaulting party written notice describing the breach in reasonable detail. Except as otherwise specifically provided in this Agreement, the defaulting party shall have thirty (30) days following receipt of the notice of default or violation to initiate steps to cure the default or violation. The defaulting party shall thereafter have sixty (60) days to cure the default or violation. If the defaulting party fails to timely initiate steps to cure or to thereafter diligently proceed to cure, the non-defaulting party may bring suit to enforce this

Agreement and seek any remedy provided at law or in equity. In the event such a suit is filed, the prevailing party shall be entitled, in addition to any other remedies to which it is entitled, to receive its attorneys' fees and court costs.

- 8.2 Waiver of Sovereign Immunity; Chapter 271, Texas Local Government Code. The Parties hereby agree that this Agreement constitutes an agreement for providing goods and/or services to the District and the City, which is subject to the provisions of Subchapter I of Chapter 271 of the Texas Local Government Code and any successor statutes. In accordance with Sections 271.152 and 271.153 of the Texas Local Government Code, the District and the City hereby waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit and expressly consent to be sued and held liable with respect to their performance and/or failure to fully and timely perform each and every obligation under this Agreement, but only to the extent such liability or suit arises from or relates to this Agreement or a claim brought under this Agreement.

## **ARTICLE IX MISCELLANEOUS**

- 9.1 Approval. This Agreement shall not be effective until it is approved and executed by the respective governing bodies of the City and the District and recorded in the Real Property Records of Comal County pursuant to Section 3.4 of this Agreement.
- 9.2 Term. Except as provided below, the term of this Agreement shall commence on the Effective Date and continue thereafter until 12:01 a.m. on the day immediately following the date the City annexes the District for full purposes in accordance with this Agreement and the Development Agreement; provided, however, in the event the District and City mutually agree for purposes allowed under Section 43.0751(g) of the Act, as may be amended, to extend the term hereof until the tenth (10<sup>th</sup>) anniversary of the date the City annexes the District for full purposes in accordance with this Agreement and the Development Agreement, such later date shall be the date of termination of this Agreement. The provisions of this Agreement relating to the collection of Sales and Use Tax Revenues will automatically terminate with regard to any portion of the Limited Purpose Tract upon disannexation or Full Purpose Annexation of the Limited Purposes Tract.
- 9.3 Notices. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this Section 9.3. All notices shall be in writing and delivered, either by personal delivery or commercial delivery service to the office of the person to whom the notice is directed, or by United States Mail, postage prepaid, as a registered or certified item, return receipt requested. Notices delivered by personal delivery or commercial delivery service shall be deemed to have been given upon receipt at the office of the person to whom the notice is directed. Notices delivered by mail shall be deemed to have been given on the third (3<sup>rd</sup>) day after the date such notice is

deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may also be provided by facsimile transmission. Facsimile notice shall be deemed to have been given upon the sender's receipt of electronic confirmation of delivery to the facsimile station indicated below.

The proper address and facsimile number for the District is as follows:

Comal County Water Improvement District, No. 3  
c/o Bracewell LLP  
Attention: Clark Lord  
919 Congress Avenue, Suite 1500  
Austin, Texas 78701

with copies to Owner:

SouthStar at Mayfair, LLC  
Attn: Chip Mills, Senior Vice President  
2055 Central Plaza, Ste. 110, Box 195  
New Braunfels, Texas 78130

The proper address and facsimile number for the City is as follows:

City of New Braunfels  
Attn: City Manager  
550 Landa St.  
New Braunfels, Texas 78130  
Fax: (830) 626-5578

with copies to:

City Attorney  
550 Landa St.  
New Braunfels, Texas 78130  
Fax: (830) 626-5578

Any Party may change the address or facsimile number for notices specified above by giving the other party ten (10) days' advance written notice of such change of address or facsimile number.

- 9.4 Assignment. This Agreement may not be assigned or partially assigned by either party without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.
- 9.5 Sub-Districts. If any sub-districts are created by or within the District, the City may not agree with any such sub-district to amend or otherwise alter the terms of this Agreement, but the City may continue to negotiate amendments to this

Agreement with the District. The City and the District intend that any sub-district will be bound to and governed by this Agreement, as it may be amended from time to time, and the City and the District each agrees to take steps reasonably necessary to ensure all of the sub-districts are governed by this single Agreement, as amended from time to time, including ratifying this Agreement or its amendments by the sub-districts or entering into a separate agreement between the sub-district and the City confirming the sub-district's and City's agreement to be bound by all of the terms of this Agreement, as amended, with respect to the area contained in any sub-district.

- 9.6 Governing Law. **THIS AGREEMENT MUST BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY, AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN COMAL COUNTY, TEXAS.**
- 9.7 No Oral Modification. This Agreement may not be supplemented, modified or amended, except by written agreement with approval of the governing bodies of the District and the City.
- 9.8 No Oral Waiver. The parties may waive any of the conditions or obligations of the other party under this Agreement, but any such waiver shall be effective only if in writing and signed by the waiving party.
- 9.9 Headings, Gender, etc. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires (a) words of any gender are deemed to include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively.
- 9.10 Partial Invalidity. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- 9.11 Authorization. The District and the City represent that each party executing this Agreement on behalf of the District and the City possesses all requisite authority to execute this Agreement on that such party's behalf.
- 9.12 Holidays. If any deadline, or any date on which any duties or obligations under this Agreement are to be performed falls on a Saturday, Sunday or legal holiday, that date is automatically extended to the next business day.

9.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference and for the purposes set forth in this Agreement, as follows:

Exhibit A	Map of the District
Exhibit B	Description of the District
Exhibit C	Map of the Initial Tract
Exhibit D	Legal Description of the Initial Tract

EXECUTED and EFFECTIVE as of the Effective Date.

**THE CITY OF NEW BRAUNFELS:**

By: \_\_\_\_\_

Robert Camareno, City Manager

ATTEST:

\_\_\_\_\_  
Gayle Wilkinson, City Secretary



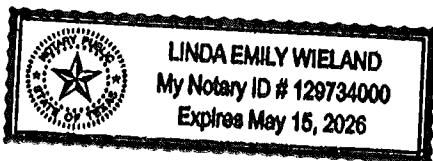


THE STATE OF TEXAS   §  
                                     §  
COUNTY OF COMAL   §

Before me, the undersigned authority, on this day personally appeared Robert Camareno, City Manager of the City of New Braunfels, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said home-rule municipality, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6<sup>th</sup> day of June 2024.

Linda Emily Wieland  
Notary Public, State of Texas  
Print Name: Linda Emily Wieland  
My Commission Expires: May 15, 2026



EXECUTED and EFFECTIVE as of the Effective Date.

COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3:

By: TREVOR TAST  
[Signature], President, Board of Directors

ATTEST:  
[Signature]  
[Signature], Secretary, Board of Directors

THE STATE OF TEXAS §

COUNTY Comal §

Before me, the undersigned authority, on this day personally appeared Trevor Tast President and Tick Johnson, Secretary of the Board of Directors of the Comal County Water Improvement District No. 3, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of said water improvement district, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of August 2022.



Heidi Krasner  
Notary Public, State of Texas  
Print Name: Heidi Krasner  
My Commission Expires: 11-09-2024

EXHIBIT A

(MAP OF THE DISTRICT)



EXHIBIT B  
(DESCRIPTION OF THE DISTRICT)

All of the approximate 1,882.957 acres described in the Act relating to the creation of Comal County Water Control & Improvement District No. 3, which is comprised of all of the real property included in the metes and bounds description as Tract "A" of 1,247.924 acres, more or less, and the metes and bounds description as Tract "B" of 635.033 acres, more or less, attached herein.

METES AND BOUNDS DESCRIPTION  
FOR  
EXHIBIT B – ELIGIBLE PROPERTY

A 1,247.924 acres, more or less, tract of land situated in the Antonio Maria Esnaurizar Survey Number 1, Abstract 1 Comal County, Texas, being a portion of the 453.748 Acres, designated as East Tract 1, in Document Number 202106037787 in the Official Public Records of Comal County, Texas, a portion of the 778.313 Acres, recorded in Document Number 202106037786 in said Official Public Records and all of the 20.900 Acres, recorded in Document Number 202106037785 in said Official Public Records. Said 1,247.924 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

**BEGINNING:** At a Texas Department of Transportation Type II monument on the southeast right-of-way line of Interstate Highway 35, a variable width public right-of-way, the northeast line of said 453.748 acre tract and the southwest line of the 39.48 acre tract recorded in Document Number 201706005455 in said Official Public Records;

**THENCE:** S 45°01'02" E, departing the southeast right-of-way line of said Interstate Highway 35, with the northeast line of said 453.748 acre tract, the southwest line of said 39.48 acre tract and the southwest line of the 69.569 acre tract recorded in Document Number 9506481804 in said Official Public Records, a distance of 2115.99 feet to a found 2" iron pipe, at the south corner of said 69.569 acre tract and the west corner of the 3.643 acre tract recorded in Document Number 200206015903 in said Official Public Records;

**THENCE:** S 44°42'41" E, with the northeast line of said 453.748 acre tract, the southwest line of said 3.643 acre tract, the southwest line of the 18.092 acre tract recorded in Volume 972, Page 676 in said Official Public Records, the southwest line of Cuatro Amigos Subdivision recorded in Volume 11, Page 100 in the Map and Plat Records of Comal County, Texas and the southwest line of the 18.062 acre tract recorded in Document Number 201606039066 in said Official Public Records, a distance of 1868.23 feet to a found ½" iron rod, at the south corner of said 18.062 acre tract and the west corner of the 11.847 acre tract recorded in Document Number 200706025229 in said Official Public Records;

**THENCE:** S 45°46'15" E, with the northeast line of said 453.748 acre tract, the southwest line of said 11.847 acre tract, the southwest line of the 27.00 acre tract recorded in Volume 433, Page 473 in the Deed Records of Comal County, Texas, the southwest line of the 27.00 acre tract recorded in Volume 433, Page 475 in said Deed Records, the southwest line of the 27.00 acre tract recorded in Volume 433, Page 471 in said Deed Records, a distance of 2942.54 feet to a found 60D nail, at the south corner of said 27.00 acre tract (Volume 433, Page 471) and the west corner of the 15.00 acre tract recorded in Volume 862, Page 417 in said Deed Records;

**THENCE:** S 45°35'35" E, with the northeast line of said 453.748 acre tract, the southwest line of said 15.00 acre tract, a distance of 307.78 feet to a found ½" iron rod, at an east corner of said 453.748 acre tract and the north corner of the 125.571 acre tract recorded in Volume 744, Page 126 in said Deed Records;

THENCE: S 47°05'43" W, with the southeast line of said 453.748 acre tract and the northwest line of said 125.571 acre tract, a distance of 1402.26 feet to a found ½" iron rod;

THENCE: With a northeast line of said 453.748 acre tract and the southwest line of said 125.571 acre tract, the following bearings and distances:

S 41°06'54" E, a distance of 52.89 feet to a found iron rod with cap marked "RPLS 4233";

S 29°03'17" W, a distance of 3.81 feet to a found iron rod with an illegible cap;

S 44°17'49" E, a distance of 760.07 feet to a found iron rod with cap marked "RPLS 4233";

S 44°51'35" E, a distance of 2402.27 feet to a found ½" iron rod, at the easternmost corner of said 453.748 acre tract and the north corner of the 2.318 acre tract recorded in Document Number 200606041143 in said Official Public Records;

THENCE: S 44°32'01" W, with a southeast line of said 453.748 acre tract, the northwest line of said 2.318 acre tract and the northwest line of the 2.000 acre tract recorded in Volume 62, Page 862 in said Deed Records, a distance of 634.24 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the west corner of said 2.000 acre tract;

THENCE: S 02°40'51" E, with an east line of said 453.748 acre tract and the west line of said 2.000 acre tract, a distance of 89.91 feet to a found iron rod with cap marked "RPLS 4233" on the north right-of-way line of F.M. 1101, a variable width public right-of-way, at the southeast corner of said 453.748 acre tract;

THENCE: Southwesterly, with the north right-of-way line of said F.M. 1101 and the south line of said 453.748 acre tract, along a non-tangent curve to the right, said curve having a radius of 3769.80 feet, a central angle of 07°30'14", a chord bearing and distance of S 84°28'40" W, 493.37 feet, for an arc length of 493.73 feet to a Texas Department of Transportation Type I monument;

THENCE: S 88°21'30" W, continuing with the north right-of-way line of said F.M. 1101 and the south line of said 453.748 acre tract, at a distance of 1128.57 feet passing a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the southwest corner of said 453.748 acre tract and the southeast corner of said 778.313 acre tract, continuing with the north right-of-way line of said F.M. 1101 and the south line of said 778.313 acre tract, a total distance of 2,398.64 feet to a found Texas Department of Transportation Type I monument;

THENCE: Continuing with the north right-of-way line of said F.M. 1101 and the south line of said 778.313 acre tract, the following bearings and distances:

N 86°18'01" W, a distance of 295.73 feet to a found Texas Department of Transportation Type I monument;

S 88°41'52" W, a distance of 169.87 feet to a found Texas Department of Transportation Type I monument;

S 79°07'37" W, a distance of 298.25 feet to a 2-½" steel fence post, at a southwest corner of said 778.313 acre tract and the east corner of the 123.159 acre tract recorded in Volume 1017, Page 50 in said Deed Records;

THENCE: Departing the north right-of-way line of said F.M. 1101, with the common line of said 778.313 acre tract and said 123.159 acre tract, the following bearings and distances:

N 45°29'24" W, a distance of 1565.07 feet to a found ¼" iron rod;

S 57°49'07" W, a distance of 155.66 feet to a found 4" fence post;

S 57°20'33" W, a distance of 836.86 feet to a found ⅜" iron rod;

N 44°00'14" W, a distance of 507.46 feet to a found 4" fence post;

N 45°05'50" W, a distance of 469.48 feet to a found ½" iron rod;

S 56°54'11" W, a distance of 1110.64 feet to a found ½" iron rod;

S 56°52'51" W, a distance of 439.35 feet to a found ½" iron rod;

S 56°57'56" W, a distance of 320.28 feet to a found 4" fence post, at a west corner of said 123.159 acre tract;

S 44°44'19" E, a distance of 292.30 feet to a found 6" fence post, at the north corner of the 49.164 acre tract recorded in Document Number 201506009891 in said Official Public Records;

THENCE: S 45°09'17" W, with a southeast line of said 778.313 acre tract, the northwest line of said 49.164 acre tract and the northwest line of the 3.008 acre tract recorded in Document Number 200606012396 in said Official Public Records, a distance of 1414.55 feet to a found iron rod with cap marked "RPLS 4233" on the northeast right-of-way line of Kohlenberg Road, a variable width public right-of-way, at the south corner of said 778.313 acre tract and the west corner of said 3.008 acre tract;

THENCE: N 44°37'40" W, with the northeast right-of-way line of said Kohlenberg Road and a southwest line of said 778.313 acre tract, at a distance of 190.52 feet passing a found ½" iron rod with a yellow cap marked "Pape-Dawson", at a corner of said 778.313 acre tract and the south corner of said 20.900 acre tract, continuing with the northeast right-of-way line of said Kohlenberg Road and the southwest line of said 20.900 acre tract, at 439.91 feet, pass a found ½" iron rod with a yellow cap marked "Pape-Dawson" at a west corner of the said 20.900 acre tract, continuing with the northeast right-of-way line of said Kohlenberg Road and the southwest line of said 778.313 acre tract, a total distance of 1,423.79 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at an angle point of said 778.313 acre tract and the south corner of the 1.736 acre tract described in Document Number 9706007790 in said Official Public Records;



THENCE: Departing the northeast right-of-way line of said Kohlenberg Road, with the common line of said 778.313 acre tract and said 1.736 acre tract, the following bearings and distances:

N 33°59'21" E, a distance of 411.71 feet to a found 1" iron pipe, at the east corner of said 1.736 acre tract;

N 68°19'11" W, a distance of 242.15 feet to a found ½" iron rod, at the north corner of said 1.736 acre tract;

S 22°38'26" W, a distance of 332.11 feet to a found ½" iron rod on the northeast right-of-way line of said Kohlenberg Road and a southwest line of said 778.313 acre tract, at the west corner of said 1.736 acre tract;

THENCE: N 44°37'40" W, continuing with the northeast right-of-way line of said Kohlenberg Road and a southwest line of said 778.313 acre tract, a distance of 399.50 feet to a found Texas Department of Transportation Type I monument, at the east end of the northeast cutback line of the intersection of said Kohlenberg Road and Interstate Highway 35, a variable width public right-of-way;

THENCE: With said northeast cutback line, the following bearings and distances:

N 34°42'40" W, a distance of 102.61 feet to a found Texas Department of Transportation Type I monument;

N 44°50'55" W, a distance of 149.93 feet to a found Texas Department of Transportation Type I monument;

N 32°04'07" W, a distance of 223.01 feet to a found Texas Department of Transportation Type I monument;

N 17°46'35" W, a distance of 210.78 feet to a found Texas Department of Transportation Type I monument;

N 06°23'08" W, a distance of 302.95 feet to a found Texas Department of Transportation Type II monument;

N 23°44'21" W, a distance of 183.71 feet to a corner on the southeast right-of-way line of said Interstate Highway 35;

THENCE: With the southeast right-of-way line of said Interstate Highway 35, the following bearings and distances:

N 29°11'44" E, a distance of 110.05 feet to a corner;

N 26°53'58" E, a distance of 237.51 feet to a corner on a northwest line of said 778.313 acre tract;

- THENCE: N 31°26'06" E, with the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract, a distance of 639.86 feet to a found iron rod with cap marked "RPLS 4233", for a corner of said 778.313 acre tract and the west corner of the 3.560 acre tract described in Document Number 201006021157 in said Official Public Records;
- THENCE: S 45°19'42" E, departing the southeast right-of-way line of said Interstate Highway 35, with a northeast line of said 778.313 acre tract and the southwest line of said 3.560 acre tract, a distance of 610.43 feet to a 2.5" fence post on the northwest right-of-way line of Guthrie Trl, a 72-foot public right-of-way dedicated in Document Number 202306002551 in said Map and Plat Records, at the south corner of said 3.560 acre tract;
- THENCE: N 38°13'56" E, with the northwest right-of-way line of said Guthrie Trl and the southeast line of said 3.560 acre tract, a distance of 296.28 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the east corner of said 3.560 acre tract;
- THENCE: N 53°45'14" W, departing the northwest right-of-way line of said Guthrie Trl, with a southwest line of said 778.313 acre tract and the northeast line of said 3.560 acre tract, a distance of 631.50 feet to a found iron rod with cap marked "Sinclair" on the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract;
- THENCE: N 31°26'06" E, with the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract, a distance of 245.76 feet to a found iron rod with cap marked "B&A", for a corner of said 778.313 acre tract and the west corner of the 2.35 acre tract described in Volume 293, Page 371 in said Deed Records;
- THENCE: Departing the southeast right-of-way line of said Interstate Highway 35, with the common line of said 778.313 acre tract and the 2.35 acre tract, the following bearings and distances:
- S 41°20'00" E, a distance of 507.94 feet to a found ½" iron rod, at the south corner of said 2.35 acre tract;
- N 53°32'02" E, a distance of 151.20 feet to a found ½" iron rod, at the east corner of said 2.35 acre tract;
- N 41°10'00" W, a distance of 568.01 feet to a found ½" iron rod on the southeast right-of-way of said Interstate Highway 35, for a corner of said 778.313 acre tract and the north corner of said 2.35 acre tract;
- THENCE: With the southeast right-of-way line of said Interstate Highway 35 and the northwest line of said 778.313 acre tract, the following bearings and distances:
- N 31°26'06" E, a distance of 249.71 feet to a found iron rod with cap marked "RPLS 4233";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 22784.30 feet, a central angle of 00°23'01", a chord bearing and distance of N 31°37'21" E, 152.55 feet, for an arc length of 152.55 feet to a found Texas Department of Transportation Type I monument;

N 31°50'37" E, a distance of 448.96 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing with the southeast right-of-way line of said interstate Highway 35, the following bearings and distances:

N 41°09'13" E, a distance of 92.72 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°50'37" E, a distance of 294.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the southwest right-of-way line of Ford Trl, a variable width public right-of-way dedicated in Document Number 202306002632 in said Map and Plat Records;

S 76°50'37" W, a distance of 21.21 feet to a corner on a northwest line of said 778.313 acre tract;

THENCE: N 31°50'37" E, with the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract, a distance of 1182.08 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: With the southeast right-of-way line of said Interstate Highway 35, the following bearings and distances:

N 40°54'37" E, a distance of 95.19 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°50'37" E, a distance of 294.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the southwest right-of-way line of Ransom Dr., a 90-foot public right-of-way dedicated in Document No. 202306002563 in said Map and Plat Records;

S 76°50'37" W, a distance of 21.21 feet to a corner;

N 31°50'37" E, a distance of 156.89 feet to a corner;

S 13°09'23" E, a distance of 24.24 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the northeast right-of-way line of said Ransom Dr.,

N 27°41'37" E, a distance of 43.36 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°50'37" E, a distance of 73.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 34°06'32" E, a distance of 150.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 35°25'22" E, a distance of 50.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°25'22" E, a distance of 170.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°24'06" E, a distance of 78.10 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 25°51'14" E, a distance of 77.00 feet to a found Texas Department of Transportation Type I monument on a northwest line of said 778.313 acre tract;

THENCE: With the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract, the following bearings and distances:

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 23072.30 feet, a central angle of 01°21'04", a chord bearing and distance of N 31°15'02" E, 544.10 feet, for an arc length of 544.12 feet to a found Texas Department of Transportation Type I monument;

N 30°23'16" E, a distance of 462.19 feet to a found Texas Department of Transportation Type II monument;

THENCE: With the southeast right-of-way line of said Interstate Highway 35, the following bearings and distances:

N 30°35'07" E, a distance of 191.16 feet to a found Texas Department of Transportation Type II monument;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 5700.36 feet, a central angle of 02°59'51", a chord bearing and distance of N 32°09'17" E, 298.19 feet, for an arc length of 298.22 feet to a found Texas Department of Transportation Type III monument;

N 41°58'17" E, a distance of 166.27 feet to a found Texas Department of Transportation Type II monument;

N 39°17'15" E, a distance of 254.72 feet to a found Texas Department of Transportation Type II monument;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 6749.83 feet, a central angle of 02°23'02", a chord bearing and distance of N 31°49'05" E, 280.81 feet, for an arc length of 280.83 feet to a found Texas Department of Transportation Type II monument;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 7256.05 feet, a central angle of 04°44'44", a chord bearing and distance of N 30°37'57" E, 600.80 feet, at an arc length of 298.75 feet passing the northeast line of said 778.313 acre tract and the southwest line of said 453.748 acre tract, continuing for a total arc length of 600.97 feet to a found Texas Department of Transportation Type II monument;

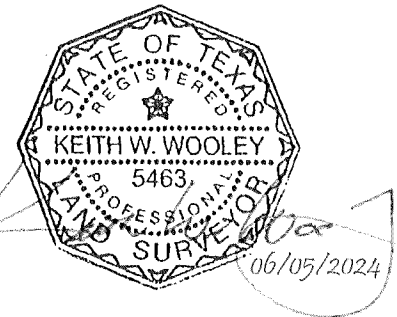
N 29°04'22" E, a distance of 190.98 feet to a found Texas Department of Transportation Type II monument;

N 20°40'08" E, a distance of 184.86 feet to a found Texas Department of Transportation Type II monument;

N 25°45'16" E, a distance of 493.20 feet to the POINT OF BEGINNING and containing 1,247.924 acres in Comal County, Texas.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

PREPARED BY: Pape-Dawson Engineers  
Texas Registered Survey Firm # 10028800  
DATE: June 5, 2024  
JOB NO. 30002-33  
DOC. ID. N:\CIVIL\30002-33\Word\30002-33 FN Overall 1,247.924 Ac.docx



METES AND BOUNDS DESCRIPTION  
FOR  
MAYFAIR MUNICIPAL UTILITY DISTRICT 3B

A 635.033 acre, tract of land, situated in the Nancy Kenner Survey Number 3, Abstract Number 306, Comal County, Texas, being the same 635.033 Acres designated West Tract 2, in a Deed from Southstar at Mayfair, LLC, to MNB Real Estate Investments, LLC, as recorded in Document Number 202106037787 in the Official Public Records of Comal County, Texas. Said 635.033 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

**BEGINNING:** At the intersection of the northwest right-of-way line of Interstate Highway 35, a variable width public right-of-way and the southwest right-of-way line of Woods Path, a 78.8-foot public right-of-way dedicated in Document Number 201506046191 in the Map and Plat Records of Comal County, Texas, for the east corner of said 635.033 acre tract, from which a found iron rod with cap marked "Overby-Descamps" bears N 46°59'37" W, a distance of 0.34 feet;

**THENCE:** Along and with the northwest right-of-way line of said Interstate Highway 35 and a southeast line of said 635.033 acre tract, the following bearings and distances:

S 32°07'18" W, a distance of 2388.71 feet to a found Texas Department of Transportation Type I monument;

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 11625.20 feet, a central angle of 01°39'53", a chord bearing and distance of S 31°23'07" W, 337.77 feet, for an arc length of 337.78 feet to a found Texas Department of Transportation Type I monument;

S 30°27'02" W, a distance of 1148.42 feet to a found iron rod with cap marked "RPLS 4233";

S 34°16'55" W, a distance of 300.80 feet to a found iron rod with cap marked "RPLS 4233";

S 30°26'34" W, a distance of 999.80 feet to a found Texas Department of Transportation Type I monument;

S 26°46'03" W, a distance of 300.27 feet to a found iron rod with cap marked "RPLS 4233";

S 30°29'55" W, a distance of 49.01 feet to a found iron rod with cap marked "RPLS 4233", at a south corner of said 635.033 acre tract;

- THENCE: N 46°00'20" W, departing the northwest right-of-way line of said Interstate Highway 35, along and with a southwest line of said 635.033 acre tract and the northeast line of the 150.643 acre tract recorded in Document Number 202306036546 in said Official Public Records, a distance of 3310.76 feet to a found ½" iron rod;
- THENCE: Along and with a southeast line of said 635.033 acre tract and the northwest line of said 150.643 acre tract, the following bearings and distances:
- S 44°34'34" W, a distance of 1355.16 feet to a found ½" iron rod;
- S 44°24'21" E, a distance of 43.25 feet to a found ½" iron rod;
- THENCE: S 44°30'40" W, along and with a southeast line of said 635.033 acre tract, the northwest of said 150.643 acre tract and the northwest line of the 44.290 acre tract recorded in Document Number 200406007834 in said Official Public Records, a distance of 1741.51 feet to a found ½" iron rod, at a south corner of said 635.033 acre tract and the east corner of Cloud Country Subdivision Unit Four recorded in Document No. 201806006375 in said Map and Plat Records;
- THENCE: N 45°23'57" W, along and with a southwest line of said 635.033 acre tract, the northeast line of said Cloud Country Subdivision Unit Four, the northeast line of Cloud Country Subdivision Unit Five recorded in Document No. 202006020310 in said Map and Plat Records, the northeast right-of-way line of Nimbus Path, a 50-foot public right-of-way dedicated in Document No. 202206042430 in said Map and Plat Records and the northeast line of Cloud Country Subdivision Unit Seven recorded in Document No. 202206051125 in said Map and Plat Records, a distance of 3537.31 feet to a found iron rod with cap marked "RPLS 4233" on the southeast line of the Union Pacific Railroad, a variable width right-of-way;
- THENCE: Along and with the southeast right-of-way line of said Union Pacific Railroad and a northwest line of said 635.033 acre tract, the following bearings and distances:
- Northeasterly, along a non-tangent curve to the right, said curve having a radius of 5679.65 feet, a central angle of 13°18'55", a chord bearing and distance of N 56°11'10" E, 1316.96 feet, for an arc length of 1319.93 feet to a found iron rod with cap marked "RPLS 4233";
- N 62°51'32" E, a distance of 1677.08 feet to a found iron rod with cap marked "RPLS 4233";
- Northeasterly, along a non-tangent curve to the left, said curve having a radius of 2914.93 feet, a central angle of 20°06'13", a chord bearing and distance of N 52°48'27" E, 1017.54 feet, for an arc length of 1022.78 feet to a found iron rod with cap marked "RPLS 4233";

N 42°45'17" E, a distance of 385.99 feet to a found iron rod with cap marked "RPLS 4233", at a north corner of said 635.033 acre tract and the west corner of the 101.313 acre tract described in Document No. 202306000625 in said Official Public Records;

THENCE: S 45°58'48" E, departing said railroad right-of-way, along and with a northeast line of said 635.033 acre tract and the southwest line of said 101.313 acre tract, a distance of 2470.91 feet to a found ½" iron rod, at the south corner of said 101.313 acre tract;

THENCE: N 43°09'12" E, along and with a northwest line of said 635.033 acre tract, the southeast line of said 101.313 acre tract, the southeast line of the 7.46 acre tract recorded in Volume 283, Page 775 in the Deed Records of Comal County, Texas and the southeast right-of-way line of Goodwin Lane, a variable width public right-of-way dedicated in said Document No. 201506046191 in said Map and Plat Records, a distance of 2596.37 feet to a found 6" wood fence post;

THENCE: N 42°57'35" E, continuing with the southeast right-of-way line of said Goodwin Lane and a northwest line of said 635.033 acre tract, a distance of 1556.75 feet to a found iron rod with cap marked "Overby-Descamps", at a north corner of said 635.033 acre tract;

THENCE: Along and with the southwest right-of-way line of said Woods Path and a northeast line of said 635.033 acre tract, the following bearings and distances:

S 46°50'42" E, a distance of 702.59 feet to a found iron rod with cap marked "RPLS 4233";

S 46°29'51" E, a distance of 817.53 feet to a found iron rod with cap marked "RPLS 4233";

S 46°59'37" E, a distance of 722.08 feet to the POINT OF BEGINNING and containing 635.033 acres in Comal County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 30050-01 by Pape-Dawson Engineers.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

PREPARED BY: Pape-Dawson Engineers  
DATE: February 22, 2024  
JOB NO. 30050-01  
DOC. ID. N:\CIVIL\30050-01\WORD\temp 30050-01 FN 635.03 AC.docx

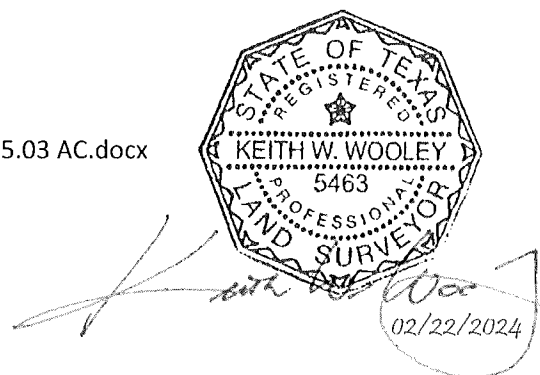
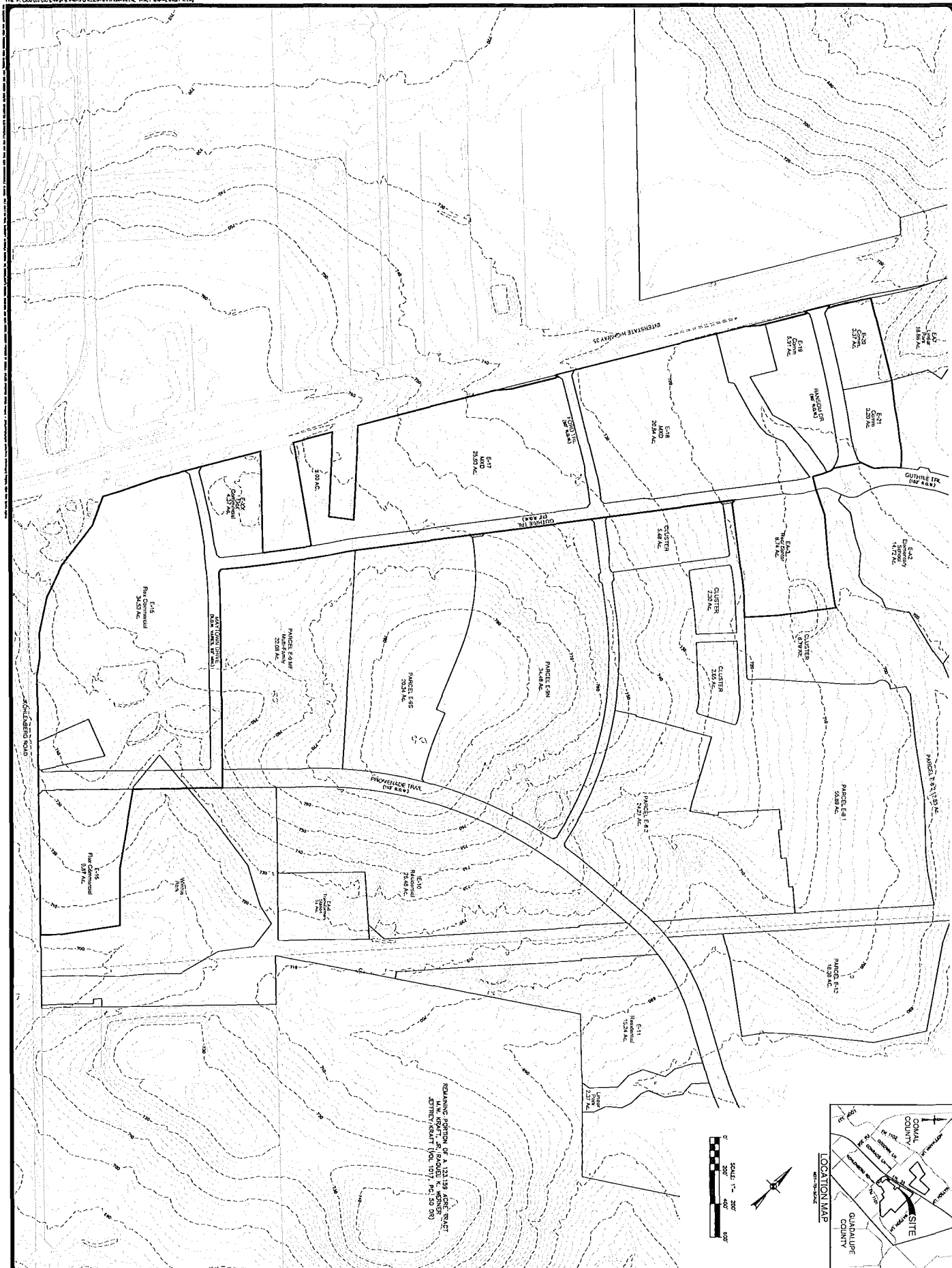




EXHIBIT C

(MAP OF THE INITIAL TRACT)



**MAYFAIR**  
NEW BRAUNFELS, TEXAS  
INITIAL TRACT MAP



**PAPE-DAWSON  
ENGINEERS**

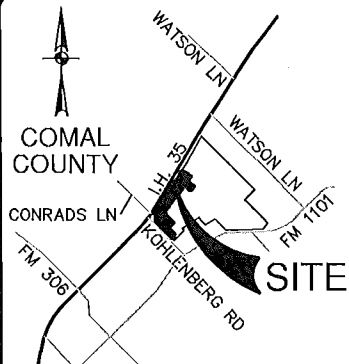
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EXHIBIT D

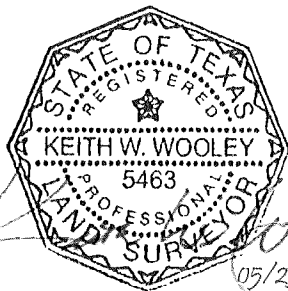
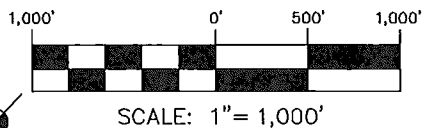
(LEGAL DESCRIPTION OF THE INITIAL TRACT)

# EXHIBIT D - INITIAL TRACT

137.489 Acres, situated in the A. M. Esnaurizar Survey Number 1, Abstract 1, Comal County, Texas, being comprised of all of Mayfair-Ransom Dr, as recorded in Document Number 202306002563, in the Map and Plat Records of Comal County, Texas, all of Mayfair-Parcel EA-3 recorded in Document No. 202306002618 in said Map and Plat Records, all of Mayfair-Ford Trl, as recorded in Document Number 202306002632, in said Map and Plat Records, all of Mayfair-Guthrie Trl, Phase 2, as recorded in Document Number 202306002551, in said Map and Plat Records, a portion of Mayfair-Guthrie Trl, as recorded in Document Number 202306002595, in said Map and Plat Records, all of the 1.736 acre tract described in a Deed from Karen Hestand and Hoyt Hestand to John Denman Smith and Joan Adele Smith, as recorded in Document Number 9706007790 in the Official Public Records of Comal County, Texas, a portion of the 778.313 Acres, described in a Deed from Southstar at Mayfair, LLC to Southstar at Mayfair Developer, LLC, as recorded in Document Number 202106037786, in said Official Public Records and a portion of the 20.900 Acres, described in a Deed from the State of Texas to Beaverhead NB, LLC, as recorded in Document Number 202106037785 in said Official Public Records.



LOCATION MAP  
NOT-TO-SCALE



A REMAINING  
PORTION  
778.313 ACRES  
SOUTHSTAR  
AT MAYFAIR  
DEVELOPER, LLC,  
DOC. NO.  
202106037786  
O.P.R.

453.748 ACRES  
OWNER: MNB REAL ESTATE  
INVESTMENTS, LLC  
DOC. NO. 202106037787 O.P.R.

MAYFAIR-PARCEL EA-2  
DOC. NO. 202306002558 M.P.R.

A REMAINING PORTION  
778.313 ACRES  
SOUTHSTAR AT MAYFAIR  
DEVELOPER, LLC,  
DOC. NO. 202106037786 O.P.R.

A REMAINING PORTION  
778.313 ACRES  
SOUTHSTAR AT MAYFAIR  
DEVELOPER, LLC,  
DOC. NO. 202106037786 O.P.R.

MAYFAIR-RANSOM DR  
DOC. NO. 202306002563 M.P.R.

MAYFAIR-GUTHRIE TRL  
DOC. NO. 202306002595 M.P.R.

MAYFAIR-PARCEL  
EA-3  
DOC. NO.  
202306002618  
M.P.R.

MAYFAIR-  
FORD TRL  
DOC. NO.  
202306002632  
M.P.R.

MAYFAIR-PARCEL  
E-8 U1  
DOC. NO.  
202306002324  
M.P.R.

MAYFAIR-PARCEL E-8 U3  
DOC. NO. 202306002637 M.P.R.

## NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30002-33 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

## SYMBOL LEGEND:

FOUND 1/2" I.R.(PD)  
(UNLESS OTHERWISE NOTED)

## LEGEND:

M.P.R. MAP AND PLAT RECORDS OF  
COMAL COUNTY, TEXAS  
O.P.R. OFFICIAL PUBLIC RECORDS OF  
COMAL COUNTY, TEXAS



1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 630.892.5633  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10029800

MAY 21, 2024

KOHLBERG RD.  
(VARIABLE WIDTH R.O.W.)

SHEET 1 OF 5  
JOB No.: 30002-33

4

EXHIBIT D - INITIAL TRACT  
**137.489 ACRES**

MAYFAIR-  
PARCEL E-9S  
DOC. NO.  
202306002613 M.P.R.

MAYFAIR-  
PARCEL E-9MF  
DOC. NO.  
202306002608 M.P.R.

1.736 ACRES  
JOHN DENMAN SMITH  
AND JOAN ADELE  
SMITH  
DOC. NO.  
9706007790 O.P.R.

MAYFAIR-GUTHRIE TRL, PH2  
DOC. NO. 202306002551 M.P.R.

A REMAINING PORTION  
778.313 ACRES  
SOUTHSTAR AT MAYFAIR DEVELOPER, LLC,  
DOC. NO. 202106037786 O.P.R.

20.900  
ACRES  
BEAVERHEAD  
NB, LLC,  
DOC. NO.  
202106037785  
O.P.R.

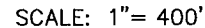
INTERSTATE HIGHWAY 35  
(VARIABLE WIDTH PUBLIC R.O.W.)

3

2

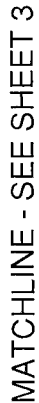


1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30002-33 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
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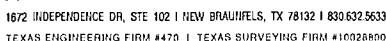


FOUND 1/2" I.R.(PD)  
(UNLESS OTHERWISE NOTED)

M.P.R. MAP AND PLAT RECORDS OF  
COMAL COUNTY, TEXAS  
O.P.R. OFFICIAL PUBLIC RECORDS OF  
COMAL COUNTY, TEXAS

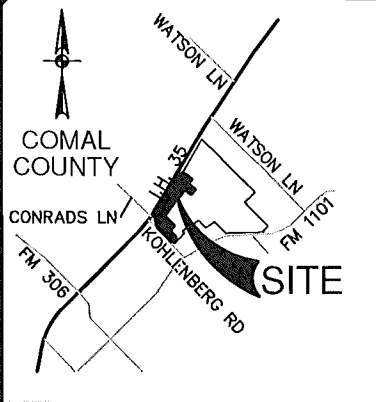


KOHLBERG ROAD  
(VARIABLE WIDTH R.O.W.)



Date: May 23, 2024, 10:46am User ID: dwaugh  
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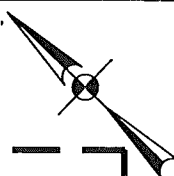
SHEET 2 OF 5  
JOB No.: 30002-33



MATCHLINE -  
SEE SHEET 4



SCALE: 1" = 400'



# LOCATION MAP NOT-TO-SCALE

## NOTES:

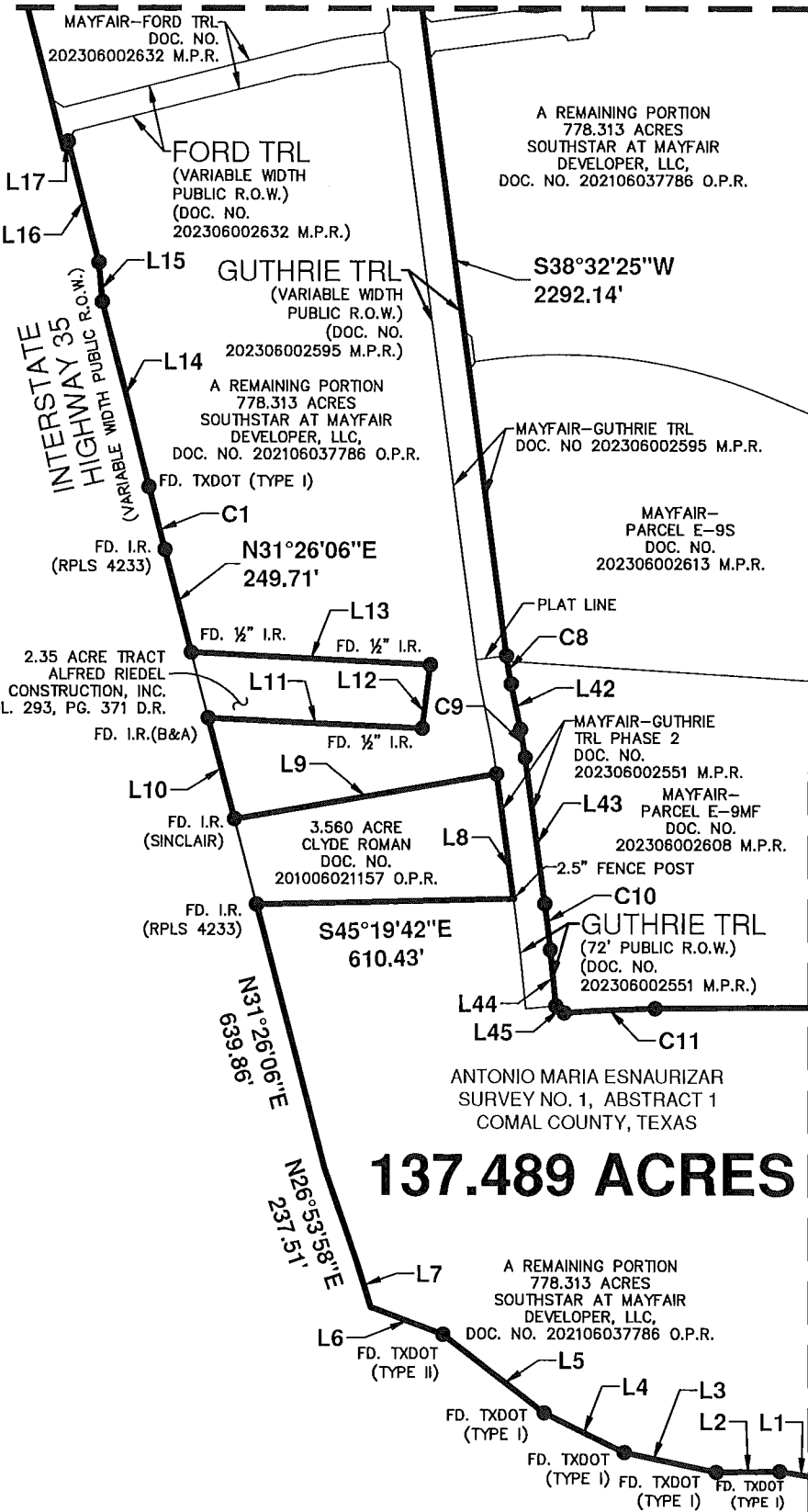
1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30002-33 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

## LEGEND:

M.P.R. MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS  
O.P.R. OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS

## SYMBOL LEGEND:

● FOUND 1/2" I.R.(PD)  
(UNLESS OTHERWISE NOTED)



MATCHLINE - SEE SHEET 2

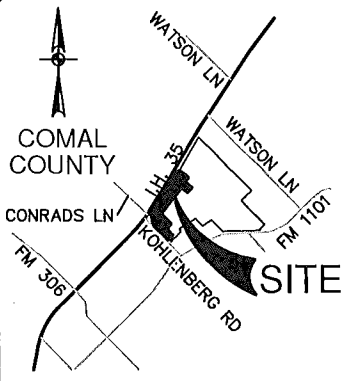
137.489 ACRES

**PAPE-DAWSON ENGINEERS**

1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028600

MAY 21, 2024

SHEET 3 OF 5  
JOB No.: 30002-33



**LOCATION MAP**  
NOT-TO-SCALE

**NOTES:**

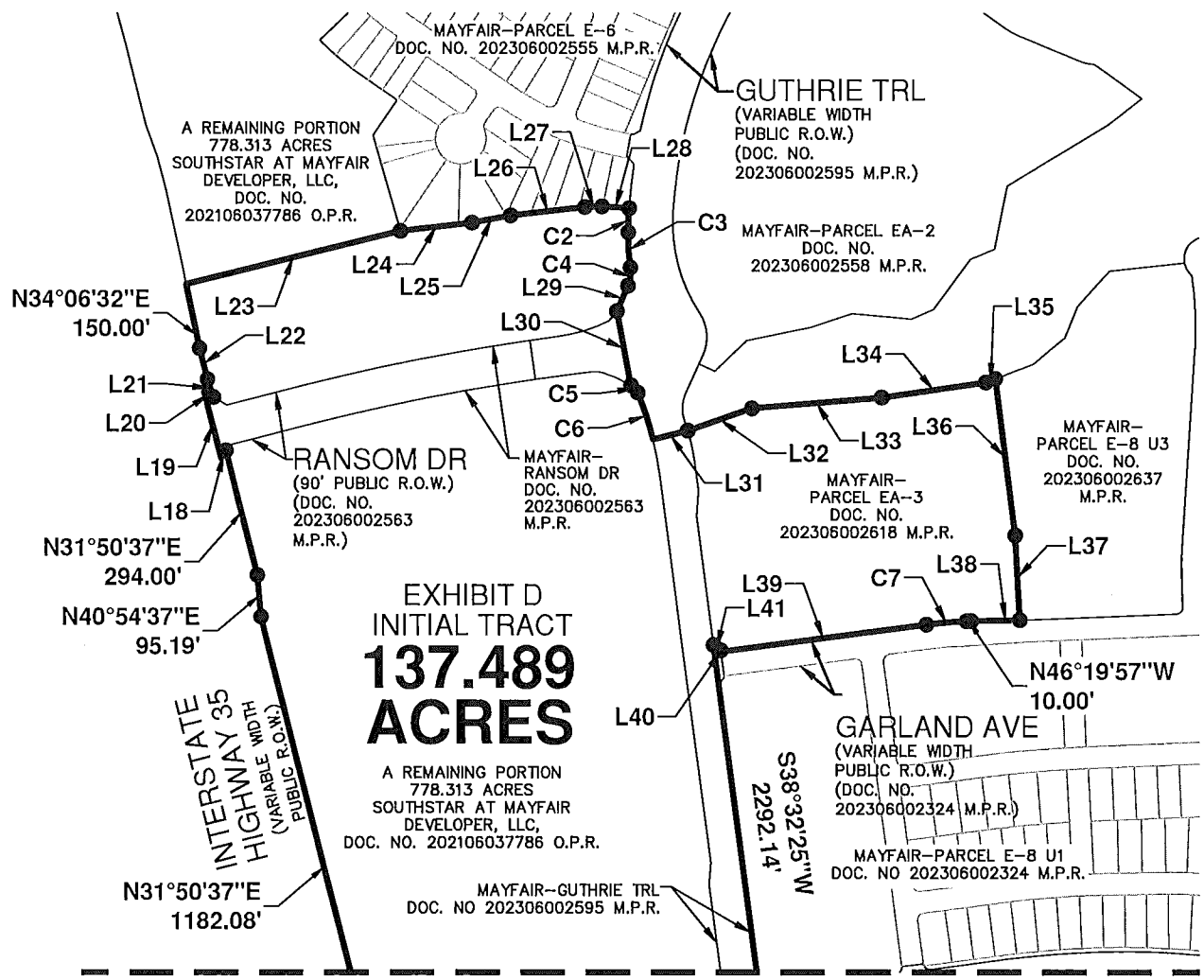
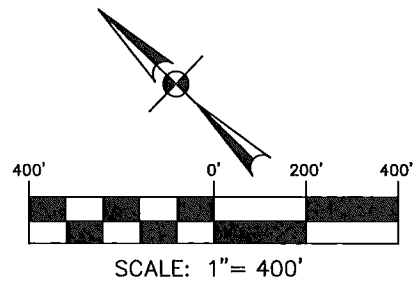
1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30002-33 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
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**LEGEND:**

M.P.R. MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS  
O.P.R. OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS

**SYMBOL LEGEND:**

FOUND 1/2" I.R.(PD)  
(UNLESS OTHERWISE NOTED)



MATCHLINE - SEE SHEET 3

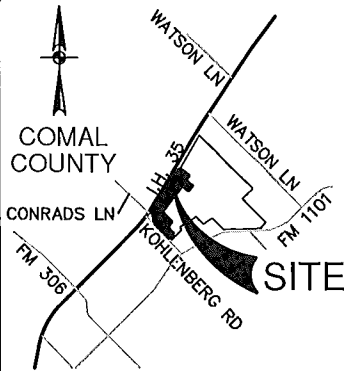


1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028600

MAY 21, 2024

SHEET 4 OF 5  
JOB No.: 30002-33

Date: May 23, 2024, 10:47am User ID: drough  
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LOCATION MAP  
NOT-TO-SCALE

**SYMBOL LEGEND:**

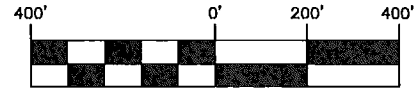
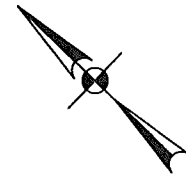
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(UNLESS OTHERWISE NOTED)

**LEGEND:**

M.P.R. MAP AND PLAT RECORDS OF  
COMAL COUNTY, TEXAS  
O.P.R. OFFICIAL PUBLIC RECORDS OF  
COMAL COUNTY, TEXAS

**NOTES:**

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30002-33 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



SCALE: 1" = 400'

**CURVE TABLE**

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	22784.30'	0°23'01"	N31°37'21"E	152.55'	152.55'
C2	1226.00'	2°33'30"	S48°46'43"W	54.74'	54.74'
C3	457.00'	10°08'54"	S42°25'31"W	80.84'	80.95'
C4	75.00'	32°33'05"	S53°37'36"W	42.04'	42.61'
C5	33.00'	40°52'19"	S03°17'53"W	23.04'	23.54'
C6	783.00'	8°14'07"	S27°51'06"W	112.45'	112.54'
C7	1028.00'	5°07'38"	N48°53'46"W	91.96'	91.99'
C8	964.00'	4°00'00"	S36°32'25"W	67.29'	67.30'
C9	1036.00'	3°41'31"	S36°23'10"W	66.74'	66.75'
C10	3036.00'	2°03'51"	S39°15'51"W	109.37'	109.38'
C11	3036.00'	4°03'24"	S46°39'22"E	214.91'	214.96'

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N34°42'40"W	102.61'
L2	N44°50'55"W	149.93'
L3	N32°04'07"W	223.01'
L4	N17°46'35"W	210.78'
L5	N06°23'08"W	302.95'
L6	N23°44'21"W	183.71'
L7	N29°11'44"E	110.05'
L8	N38°13'56"E	296.28'
L9	N53°45'14"W	631.50'
L10	N31°26'06"E	245.76'
L11	S41°20'00"E	507.94'
L12	N53°32'02"E	151.20'
L13	N41°10'00"W	568.01'
L14	N31°50'37"E	448.96'
L15	N41°09'13"E	92.72'
L16	N31°50'37"E	294.00'

**LINE TABLE**

LINE	BEARING	LENGTH
L17	S76°50'37"W	21.21'
L18	S76°50'37"W	21.21'
L19	N31°50'37"E	156.89'
L20	S13°09'23"E	24.24'
L21	N27°41'37"E	43.36'
L22	N31°50'37"E	73.00'
L23	S57°50'23"E	507.82'
L24	S50°35'45"E	164.67'
L25	S54°24'36"E	90.20'
L26	S50°35'45"E	171.75'
L27	S45°59'25"E	39.03'
L28	S39°58'59"E	63.10'
L29	S69°54'09"W	63.47'
L30	S35°09'23"W	172.77'
L31	S58°01'51"E	83.17'
L32	S63°02'19"E	156.42'

**LINE TABLE**

LINE	BEARING	LENGTH
L33	S48°45'38"E	299.50'
L34	S52°15'08"E	240.62'
L35	S64°41'01"E	23.18'
L36	S38°46'23"W	360.61'
L37	S42°55'16"W	194.03'
L38	N45°06'18"W	112.38'
L39	N51°27'35"W	476.26'
L40	N38°32'25"E	2.83'
L41	N06°27'35"W	21.21'
L42	S34°32'25"W	109.64'
L43	S38°13'56"W	347.69'
L44	S40°17'47"W	132.17'
L45	S04°16'32"E	25.66'
L46	S37°17'18"W	352.26'
L47	S45°22'20"W	131.95'



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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028600

MAY 21, 2024

SHEET 5 OF 5  
JOB No.: 30002-33



METES AND BOUNDS DESCRIPTION  
FOR  
EXHIBIT D – INITIAL TRACT

137.489 Acres, situated in the A. M. Esnaurizar Survey Number 1, Abstract 1, Comal County, Texas, being comprised of all of Mayfair-Ransom Dr, as recorded in Document Number 202306002563, in the Map and Plat Records of Comal County, Texas, all of Mayfair-Parcel EA-3 recorded in Document No. 202306002618 in said Map and Plat Records, all of Mayfair-Ford Trl, as recorded in Document Number 202306002632, in said Map and Plat Records, all of Mayfair-Guthrie Trl, Phase 2, as recorded in Document Number 202306002551, in said Map and Plat Records, a portion of Mayfair-Guthrie Trl, as recorded in Document Number 202306002595, in said Map and Plat Records, all of the 1.736 acre tract described in a Deed from Karen Hestand and Hoyt Hestand to John Denman Smith and Joan Adele Smith, as recorded in Document Number 9706007790 in the Official Public Records of Comal County, Texas, a portion of the 778.313 Acres, described in a Deed from Southstar at Mayfair, LLC to Southstar at Mayfair Developer, LLC, as recorded in Document Number 202106037786, in said Official Public Records and a portion of the 20.900 Acres, described in a Deed from the State of Texas to Beaverhead NB, LLC, as recorded in Document Number 202106037785 in said Official Public Records. Said 137.489 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the northeast right-of-way line of Kohlenberg Road, a variable width public right-of-way, for the south corner of said 778.313 acre tract and the west corner of the 3.008 acre tract described in Document Number 200606012396 in said Official Public Records;

THENCE: N 44°37'40" W, with the northeast right-of-way of said Kohlenberg Road, a southwest line of said 778.313 acre tract and the southwest line of said 20.900 acre tract, a distance of 439.91 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at an angle point of said 778.313 acre tract, a west corner of said 20.900 acre tract and the **POINT OF BEGINNING** of the herein described tract;

THENCE: N 44°37'40" W, with the northeast right-of-way line of said Kohlenberg Road and a southwest line of said 778.313 acre tract, at a distance of 983.88 feet passing a found ½" iron rod with a yellow cap marked "Pape-Dawson", for an angle point of said 778.313 acre tract and the south corner of said 1.736 acre tract, continuing with the northeast right-of-way line of said Kohlenberg Road and the southwest line of said 1.736 acre tract, at 1158.54 feet passing a found ½" iron rod for the west corner of said 1.736 acre tract and an angle corner of said 778.313 acre tract, continuing with the northeast right-of-way line of said Kohlenberg Road and a southwest line of said 778.313 acre tract, a total distance of 1558.04 feet to a found Texas Department of Transportation Type I monument, at the east end of the northeast cutback line of the intersection of said Kohlenberg Road and Interstate Highway 35, a variable width public right-of-way;

THENCE: With said northeast cutback line, the following bearings and distances:

N 34°42'40" W, a distance of 102.61 feet to a found Texas Department of Transportation Type I monument;

N 44°50'55" W, a distance of 149.93 feet to a found Texas Department of Transportation Type I monument;

N 32°04'07" W, a distance of 223.01 feet to a found Texas Department of Transportation Type I monument;

N 17°46'35" W, a distance of 210.78 feet to a found Texas Department of Transportation Type I monument;

N 06°23'08" W, a distance of 302.95 feet to a found Texas Department of Transportation Type II monument;

N 23°44'21" W, a distance of 183.71 feet to a corner on the southeast right-of-way line of said Interstate Highway 35;

THENCE: With the southeast right-of-way line of said Interstate Highway 35, the following bearings and distances:

N 29°11'44" E, a distance of 110.05 feet to a corner;

N 26°53'58" E, a distance of 237.51 feet to a corner on a northwest line of said 778.313 acre tract;

THENCE: N 31°26'06" E, with the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract, a distance of 639.86 feet to a found iron rod with cap marked "RPLS 4233", for a corner of said 778.313 acre tract and the west corner of the 3.560 acre tract described in Document Number 201006021157 in said Official Public Records;

THENCE: S 45°19'42" E, departing the southeast right-of-way line of said Interstate Highway 35, with a northeast line of said 778.313 acre tract and the southwest line of said 3.560 acre tract, a distance of 610.43 feet to a 2.5" fence post on the northwest right-of-way line of Guthrie Trl, a 72-foot public right-of-way dedicated in Document Number 202306002551 in said Map and Plat Records, at the south corner of said 3.560 acre tract;

THENCE: N 38°13'56" E, with the northwest right-of-way line of said Guthrie Trl and the southeast line of said 3.560 acre tract, a distance of 296.28 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", at the east corner of said 3.560 acre tract;

THENCE: N 53°45'14" W, departing the northwest right-of-way line of said Guthrie Trl, with a southwest line of said 778.313 acre tract and the northeast line of said 3.560 acre tract, a distance of 631.50 feet to a found iron rod with cap marked "Sinclair" on the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract;

THENCE: N 31°26'06" E, with the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract, a distance of 245.76 feet to a found iron rod with cap marked "B&A", for a corner of said 778.313 acre tract and the west corner of the 2.35 acre tract described in Volume 293, Page 371 in the Deed Records of Comal County, Texas;

THENCE: Departing the southeast right-of-way line of said Interstate Highway 35, along and with the common line of said 778.313 acre tract and the 2.35 acre tract, the following bearings and distances:

S 41°20'00" E, a distance of 507.94 feet to a found ½" iron rod, at the south corner of said 2.35 acre tract;

N 53°32'02" E, a distance of 151.20 feet to a found ½" iron rod, at the east corner of said 2.35 acre tract;

N 41°10'00" W, a distance of 568.01 feet to a found ½" iron rod on the southeast right-of-way of said Interstate Highway 35, for a corner of said 778.313 acre tract and the north corner of said 2.35 acre tract;

THENCE: With the southeast right-of-way line of said Interstate Highway 35 and the northwest line of said 778.313 acre tract, the following bearings and distances:

N 31°26'06" E, a distance of 249.71 feet to a found iron rod with cap marked "RPLS 4233";

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 22784.30 feet, a central angle of 00°23'01", a chord bearing and distance of N 31°37'21" E, 152.55 feet, for an arc length of 152.55 feet to a found Texas Department of Transportation Type I monument;

N 31°50'37" E, a distance of 448.96 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing along and with the southeast right-of-way line of said interstate Highway 35, the following bearings and distances:

N 41°09'13" E, a distance of 92.72 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°50'37" E, a distance of 294.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the southwest right-of-way line of Ford Trl, a variable width public right-of-way dedicated in Document Number 202306002632 in said Map and Plat Records;

S 76°50'37" W, a distance of 21.21 feet to a point on a northwest line of said 778.313 acre tract;

THENCE: N 31°50'37" E, with the southeast right-of-way line of said Interstate Highway 35 and a northwest line of said 778.313 acre tract, a distance of 1182.08 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: With the southeast right-of-way line of said Interstate Highway 35, the following bearings and distances:

N 40°54'37" E, a distance of 95.19 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°50'37" E, a distance of 294.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the southwest right-of-way line of Ransom Dr., a 90-foot public right-of-way dedicated in Document No. 202306002563 in said Map and Plat Records;

S 76°50'37" W, a distance of 21.21 feet to a point;

N 31°50'37" E, a distance of 156.89 feet to a point;

S 13°09'23" E, a distance of 24.24 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the northeast right-of-way line of said Ransom Dr.,

N 27°41'37" E, a distance of 43.36 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 31°50'37" E, a distance of 73.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 34°06'32" E, a distance of 150.00 feet to a corner of this tract;

THENCE: South 57°50'23" East, departing the southeast right-of-way line of said Interstate Highway 35, over and across said 778.313 acre tract, a distance of 507.82 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", for the westernmost corner of Mayfair-Parcel E-6 recorded in Document Number 202306002555 in said Map and Plat Records;

THENCE: With the southwest line of said Mayfair-Parcel E-6, the following bearings and distances:

South 50°35'45" East, a distance of 164.67 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 54°24'36" East, a distance of 90.20 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 50°35'45" East, a distance of 171.75 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 45°59'25" East, a distance of 39.03 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 39°58'59" East, a distance of 63.10 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the northwest right-of-way line of Guthrie Trl, a variable width public right-of-way dedicated in Document Number 202306002595 in said Map and Plat Records;

THENCE: With the northwest right-of-way line of Guthrie Trl, the following bearings and distances:

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 1226.00 feet, a central angle of 02°33'30", a chord bearing and distance of South 48°46'43" West, 54.74 feet, for an arc length of 54.74 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a compound curve to the left, said curve having a radius of 457.00 feet, a central angle of 10°08'54", a chord bearing and distance of South 42°25'31" West, 80.84 feet, for an arc length of 80.95 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a reverse curve to the right, said curve having a radius of 75.00 feet, a central angle of 32°33'05", a chord bearing and distance of South 53°37'36" West, 42.04 feet, for an arc length of 42.61 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 69°54'09" West, a distance of 63.47 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: South 35°09'23" West, over and across said Guthrie Trl, a distance of 172.77 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the northwest right-of-way line of said Guthrie Trl;

THENCE: With the northwest right-of-way line of Guthrie Trl, the following bearings and distances:

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 33.00 feet, a central angle of 40°52'19", a chord bearing and distance of South 03°17'53" West, 23.04 feet, for an arc length of 23.54 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a compound curve to the right, said curve having a radius of 783.00 feet, a central angle of 08°14'07", a chord bearing and distance of South 27°51'06" West, 112.45 feet, for an arc length of 112.54 feet to a corner of this tract;

THENCE: South 58°01'51" East, over and across said Guthrie Trl, a distance of 83.17 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", on the southeast right-of-way line of said Guthrie Trl, for the north corner of Mayfair-Parcel EA-3 recorded in Document No. 202306002618 in said Map and Plat Records;

THENCE: Departing the southeast right-of-way line of said Guthrie Trl, with the northeast line of said Mayfair-Parcel EA-3, the following bearings and distances:

South 63°02'19" East, a distance of 156.42 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 48°45'38" East, a distance of 299.50 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 52°15'08" East, a distance of 240.62 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 64°41'01" East, a distance of 23.18 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", for the east corner of said Mayfair-Parcel EA-3 and a north corner of Mayfair Parcel E-8 U3 recorded in Document Number 202306002637 in said Map and Plat Records;

THENCE: With the southeast line of said Mayfair-Parcel EA-3 and the northwest line of said Mayfair-Parcel E-8 U3, the following bearings and distances:

South 38°46'23" West, a distance of 360.61 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 42°55'16" West, a distance of 194.03 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" on the northeast right-of-way line of Garland Ave, a variable width public right-of-way dedicated in Document Number 202306002324 in said Map and Plat Records, for the south corner of said Mayfair-Parcel EA-3 and the west corner of said Mayfair-Parcel E-8 U3;

THENCE: With the northeast right-of-way line of said Garland Drive and the southwest line of said Mayfair Parcel EA-3, the following bearings and distances:

North 45°06'18" West, a distance of 112.38 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

North 46°19'57" West, a distance of 10.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 1028.00 feet, a central angle of 05°07'38", a chord bearing and distance of North 48°53'46" West, 91.96 feet, for an arc length of 91.99 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

North 51°27'35" West, a distance of 476.26 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

North 38°32'25" East, a distance of 2.83 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", for the south end of the east cutback at the intersection of said Garland Drive and said Guthrie Trl and the west corner of said Mayfair-Parcel EA-3;

THENCE: North 06°27'35" West, with said east cutback, a distance of 21.21 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", on the southeast right-of-way line of said Guthrie Trl, for the north end of said east cutback;

THENCE: South 38°32'25" West, with the southeast right-of-way line of said Guthrie Trl, a distance of 2292.14 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" for the south corner of said Mayfair-Guthrie Trl, the east corner of said Mayfair-Guthrie Trl Phase 2 and a corner of Mayfair-Parcel E-9S recorded in Document Number 202306002613 in said Map and Plat Records;

THENCE: Southwesterly, with the southeast right-of-way of said Guthrie Trl, the northwest line of said Mayfair-Parcel E-9S and the northwest line of Mayfair-Parcel E-9MF recorded in Document Number 202306002608 in said Map and Plat Records, along a tangent curve to the left, said curve having a radius of 964.00 feet, a central angle of 04°00'00", a chord bearing and distance of South 36°32'25" West, 67.29 feet, for an arc length of 67.30 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing with the southeast right-of-way of said Guthrie Trl and the northwest line of said Mayfair-Parcel E-9MF, the following bearings and distances:

South 34°32'25" West, a distance of 109.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a tangent curve to the right, said curve having a radius of 1036.00 feet, a central angle of 03°41'31", a chord bearing and distance of South 36°23'10" West, 66.74 feet, for an arc length of 66.75 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 38°13'56" West, a distance of 347.69 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a tangent curve to the right, said curve having a radius of 3036.00 feet, a central angle of 02°03'51", a chord bearing and distance of South 39°15'51" West, 109.37 feet, for an arc length of 109.38 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 40°17'47" West, a distance of 132.17 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", for the south corner of said Mayfair-Guthrie Trl Phase 2 and the west corner of said Mayfair-Parcel E-9MF;

THENCE: Departing the southeast right-of-way line of said Guthrie Trl, with the southwest line of said Mayfair-Parcel E-9MF, the following bearings and distances:

South 04°16'32" East, a distance of 25.66 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 3036.00 feet, a central angle of 04°03'24", a chord bearing and distance of South 46°39'22" East, 214.91 feet, for an arc length of 214.96 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 44°37'40" East, at a distance of 951.06 feet passing a found ½" iron rod with a yellow cap marked "Pape-Dawson" for the south corner of said Mayfair-Parcel E-9MF, continuing over and across said 778.313 acre tract, a total distance of 1076.06 feet to a corner;

THENCE: South 45°22'20" West, continuing over and across said 778.313 acre tract, at a distance of 211.37 feet passing a northeast line of said 20.900 acre tract, continuing a total distance of 540.68 feet to a corner of this tract on a southwest line of said 20.900 acre tract and a northeast line of said 778.313 acre tract;

THENCE: With the common line of said 20.900 acre tract and said 778.313 acre tract, the following bearings and distances:

South 34°19'02" East, a distance of 478.88 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";



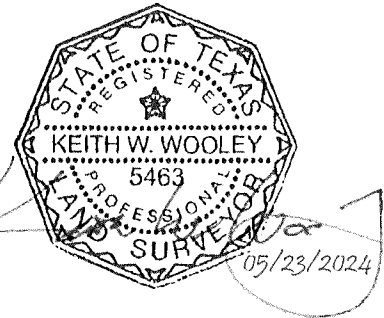
South 44°00'23" East, a distance of 345.42 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 37°17'18" West, a distance of 352.26 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

South 45°22'20" West, a distance of 131.95 feet to the **POINT OF BEGINNING** and containing 137.489 acres in Comal County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 30002-33 by Pape-Dawson Engineers.

"THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

PREPARED BY: Pape-Dawson Engineers  
Texas Registered Survey Firm # 10028800  
DATE: May 21, 2024  
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**Filed and Recorded  
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Bobbie Koepp, County Clerk  
Comal County, Texas  
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*Bobbie Koepp*