

R-2024-__

A RESOLUTION BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES APPROVING (I) THE CONVEYANCE OF 1.209 ACRES BEING LOT 1, BLOCK 36, VERAMENDI EST NO. 1 SUBDIVISION FROM VERAMENDI PE-BRISBANE, LLC TO NEW BRAUNFELS UTILITIES, TOGETHER WITH THE ELEVATED STORAGE TANK LOCATED THEREON AND AN ACCESS EASEMENT FOR INGRESS AND EGRESS; (II) EXECUTION OF ANY AND ALL RELATED DOCUMENTS ASSOCIATED WITH CLOSING THE TRANSACTION; AND (III) OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, New Braunfels Utilities (“NBU”) is a Texas municipally owned utility that provides water, wastewater, and electricity to ratepayers in its service area;

WHEREAS, on February 25, 2013, Word-Borchers Ranch Joint Venture (the “Original Developer”) owned rights to acquire 2,400 acres of land in Comal County, Texas, owned by Word-Borchers Ranch Real Estate Limited Partnership (“Word-Borchers LP”), for the proposed development of a mixed-use community (the “Veramendi Development”);

WHEREAS, on February 25, 2013, NBU entered into a Utility Construction Cost Sharing Agreement (the “CSA”) with the Original Developer and Comal County Water Improvement District No. 1 (the “Water District”) to address certain conditions under which NBU would provide water and wastewater service to the Veramendi Development;

WHEREAS, Word-Borchers LP and the City of New Braunfels executed limited joinders to the CSA with NBU and the Original Developer to acknowledge and accept the terms and conditions of the CSA and consent to the CSA, respectively;

WHEREAS, NBU entered into a First Amendment to the CSA on July 23, 2015;

WHEREAS, on September 14, 2015, the Original Developer formed Veramendi Development Company, LLC (the “Developer”) and all of the assets and rights of the Original Developer were assigned to the Developer;

WHEREAS, on October 10, 2017, NBU entered into a Second Amendment to the CSA with the Developer and the Water District, in which NBU and the Water District acknowledged and agreed that the Developer assumed all of the rights and obligations of the Original Developer under the CSA;

WHEREAS, on April 22, 2020, NBU entered into a Third Amendment to the CSA (the “Third Amendment”) that requires the Developer to construct the Veramendi elevated storage tank and related infrastructure (collectively the “EST”) and convey that certain 1.209 ACRES BEING LOT 1, BLOCK 36, VERAMENDI EST NO. 1 SUBDIVISION (the “Property”) on which the EST was constructed to NBU by special warranty deed (“Deed”);

WHEREAS, the Third Amendment further provides that the EST will be conveyed by two bills of sale (“Bills of Sale”), one to the Water District and thereafter from the Water District to NBU;

WHEREAS, on August 20, 2020, Word-Borchers LP conveyed the Property together with all improvements to Veramendi PE-Brisbane LLC (the “Developer Phase Entity”) via special warranty deed;

WHEREAS, the Developer owns and holds real property in phase entities that the Developer wholly owns, governs, and controls;

WHEREAS, the Developer wholly owns, governs, and controls the Developer Phase Entity;

WHEREAS, the EST has been constructed and NBU notified the Developer of acceptance of the EST on May 20, 2022, via letter;

WHEREAS, the form Deed and Bills of Sale that the Developer Phase Entity is proposing to execute to convey the Property and the EST to NBU have been negotiated with the Developer Phase Entity and are attached hereto as Exhibit A and Exhibit B, respectively;

WHEREAS, the Developer Phase Entity is further proposing to deliver an access easement (“Access Easement”) from Word-Borchers LP to NBU on, over, and across contiguous property owned by Word-Borchers LP to enable NBU to access the Property from Loop 337;

WHEREAS, the form Access Easement has been negotiated with the Developer Phase Entity on behalf of Word Borchers LP and is attached hereto as Exhibit C; and

WHEREAS, NBU and the Developer Phase Entity are prepared to advance the closing of the conveyance of the Property, the EST, and the Access Easement to NBU upon approval of the NBU Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES THAT:

SECTION 1. The Board of Trustees hereby approves the conveyance of the Property, EST, and Access Easement to NBU at closing by means of the form Deed, Bills of Sale, and Access Easement, or forms substantially similar thereto.

SECTION 2. The Chief Executive Officer of NBU or his designee is hereby authorized to execute any documents reasonably necessary to close the transaction and to pay the necessary closing costs for the conveyance of the Property in an amount not to exceed \$7,000.

SECTION 3. The recitals contained in the preamble hereof are found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board of Trustees.

SECTION 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board of Trustees hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page is intentionally left blank.]

PASSED, APPROVED, AND ADOPTED, this the 25th day of April 2024.

Wayne Peters
President, Board of Trustees
New Braunfels Utilities

ATTEST:

Ryan Kelso
Secretary, Board of Trustees
New Braunfels Utilities

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____, 2024

Grantor: Veramendi PE – Brisbane, LLC, a Texas limited liability company

Grantor's Mailing Address: 387 W. Mill Street, Suite 108
New Braunfels, Comal County, Texas 78130

Grantee: New Braunfels Utilities, a Texas municipally owned utility

Grantee's Mailing Address: P.O. Box 310289
New Braunfels, Comal County, Texas 78131

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged

Property (including any improvements): BEING Lot 1, Block 36, VERAMENDI EST NO. 1, a subdivision in Comal County, Texas, according to the map or plat recorded in Document 202006031940, Map and Plat Records, Comal County, Texas.

Restrictions: For as long as Grantee or another governmental entity owns the Property, the Property shall be used for no other purpose than for an elevated water tank.

Reservations from Conveyance: (1) All rights in groundwater in, on or under the Property (but without affecting any right Grantor may have to receive water or sewer services from New Braunfels Utilities); (2) all oil and gas rights relating to the Property; and (3) any other mineral rights of any kind. Notwithstanding Grantor's reservation of the groundwater estate and mineral estate, or any other provision herein, Grantor does hereby forever waive and abandon any and all right or claim of any use of the surface of the Property whatsoever, including but not limited to all rights of ingress and/or egress, or any other use of the surface of the Property for any purpose related to exploring, drilling or otherwise developing or producing, storing, treating and/or transporting any portion of the groundwater, oil, gas or other minerals associated with the groundwater estate and/or mineral estate; provided, however, that (a) Grantor shall be entitled to explore for, develop and produce the groundwater estate by directional drilling from offsite surface locations on tracts other than the Property, so long as such directional drilling activities are located at least 150 feet

from the boundary of the Property and penetrate the Property sufficiently below the surface of the Property (and in no event at a depth of less than 500 feet below the surface) so as not to interfere with or disturb in any manner the use of the surface of the Property by Grantee or its successors or assigns, including the subsurface support of any improvements constructed or to be constructed on the Property; and (b) Grantor shall be entitled to explore for, develop and produce the mineral estate by directional drilling from offsite surface locations on tracts other than the Property, so long as such directional drilling activities are located at least 600 feet from the boundary of the Property and penetrate the Property sufficiently below the surface of the Property (and in no event at a depth of less than 500 feet below the surface) so as not to interfere with or disturb in any manner the use of the surface of the Property by Grantee or its successors or assigns, including the subsurface support of any improvements constructed or to be constructed on the Property. No use of the subsurface of the Property shall be allowed or authorized for the injection of any substance, gas, liquid or other fluid, including groundwater, saltwater or produced water, for any purpose, including for purposes of disposal or storage. The preceding sentence shall not be construed to prohibit Grantor from using the subsurface of the Property for storage of groundwater for Aquifer Storage and Recovery as permitted by the TCEQ so long as the injection well is located at least 600 feet from the boundary of the Property.

Exceptions to
Conveyance and
Warranty:

As described on **Exhibit A**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Taxes and assessments on the Property for the year 2024 will be prorated between Grantor and Grantee as of the date of the closing, and all taxes and assessments for the year 2024 and for subsequent years shall be paid by Grantee if Grantee is obligated to do so by applicable law.

Any and all easements on, over, under or affecting any portion of the Property in favor of Grantee or benefitting any real or personal property owned by Grantee will continue to remain valid and subsisting easements, in full force and effect and there will be no merger of title.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR

Veramendi PE – Brisbane, LLC

By: **Veramendi Development Company, LLC**, its sole manager

By: **ASA Properties LLC**, its sole manager

By: _____
Peter James, President

STATE OF TEXAS §

§

COUNTY OF COMAL §

This instrument was acknowledged before me on this _____ day of _____, 2024, by Peter James, the President of ASA Properties LLC, a Texas limited liability company, as sole manager of Veramendi Development Company, LLC, a Texas limited liability company, as sole manager of Veramendi PE – Brisbane, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

PERMITTED EXCEPTIONS

1. Document No. 202006031940, Map and Plat Records, Comal County, Texas.
2. Strategic Partnership Agreement between the City of New Braunfels, Texas and the Comal County Water Improvement District No. 1, effective July 24, 2015, filed July 24, 2015, in Instrument No. 201506029553, Official Public Records of Comal County, Texas.
3. Development Agreement between City of New Braunfels and Word-Borchers Ranch Joint Venture for Proposed Mixed Use Development recorded July 24, 2015, in Instrument No. 201506029547, Official Public Records of Comal County, Texas. Said agreement modified by First Amendment recorded July 24, 2015, in Instrument No. 201506029548; Second Amendment recorded July 24, 2015, in Instrument No. 201506029549; Third Amendment recorded July 24, 2015, in Instrument No. 201506029550; Fourth Amendment recorded July 24, 2015, in Instrument No. 201506029551; Fifth Amendment recorded July 24, 2015, in Instrument No. 201506029552.
4. Utility Construction Cost Sharing Agreement for the Veramendi Development recorded July 24, 2015 in Instrument No. 201506029554, and amended in Instrument No. 201506029608, Instrument No. 201806007032, and Instrument No. 202006024105, Official Public Records of Comal County, Texas.
5. Reservation of all subterranean waters as set forth in Document No. 202006034952, Official Public Records of Comal County, Texas.
6. 20' access and Utility easement to New Braunfels Utilities as recorded in Volume 449, Page 77, Official Public Records, Comal County, Texas.
7. Electric Line Right-of-Way to New Braunfels Utilities recorded in Volume 451, Page 871, Official Public Records, Comal County, Texas.
8. Corrected Sewer Line Agreement to New Braunfels Utilities recorded in Volume 529, Page 566, Official Public Records, Comal County, Texas.
9. 5' service easement to the building structure along the service line to the service entrance as recited on plat recorded in Document No. 202006031940, Map and Plat Records, Comal County, Texas.
10. Subject property lies within the Comal County Water Improvement District No. 1B.
11. Subject property lies within the Edwards Water District.

EXHIBIT B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

STATE OF TEXAS §

§

COUNTY OF COMAL §

This Bill of Sale, Conveyance and Assignment (“**Conveyance**”), effective as of the date set forth below (“**Effective Date**”), is made by and between COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 1A, a water control and improvement district created and operating pursuant to Chapters 49 and 51 of the Texas Water Code (“**Grantor**”), and NEW BRAUNFELS UTILITIES (“**Grantee**”), a municipally owned utility charged with exclusive management and control of the water and sewer systems of the City of New Braunfels (the “**City**”). The Grantor and the Grantee are referred to herein collectively as the “**Parties**” and singularly as “**Party.**”

RECITALS

A. Grantor was created by Senate Bill No. 2464, 81st Legislature of Texas, Regular Session, codified at Chapter 9038, Texas Special District Local Laws Code, effective June 19, 2009 (the “**Enabling Legislation**”), for the purpose of, among other things, providing water, sanitary sewer, drainage facilities, and roads to serve the land within its boundaries;

B. The Enabling Legislation requires Grantor to enter into a development agreement with a retail public utility owned by a municipality that addresses water and wastewater issues. The Enabling Legislation additionally provides that Grantor shall convey water and wastewater facilities to the retail public utility owned by the municipality upon completion of the facilities, free of all liens, claims, or encumbrances, in the form acceptable to the retail public utility;

C. Grantor has entered into that certain Utility Construction Cost Sharing Agreement, as amended, (the “**Utility Agreement**”) with Grantee and Veramendi Development Company LLC, successor in interest to Word-Borchers Ranch Joint Venture, wherein Grantee agrees to provide water and sewer service to customers within the property more particularly described on the plat, recorded in the real property records of Comal County, Texas, as Document No. 202006030614, Document No. 202006031940, Document No. 202106006261, Document No. 202106024851, Document No. 202206020496, Document No. 202306002383 and Document No. 202306002423 (the “**Property**”);

D. Upon satisfaction of the applicable Utility Agreement provisions and the applicable provisions of that certain Development Agreement between Grantor, the City, and Word-Borchers Ranch Joint Venture (the “**Development Agreement**”), the Grantor shall convey the water and wastewater facilities (the “**Water Facilities**”) to Grantee pursuant to Section 552.014, Texas Local Government Code, the Enabling Legislation, and Chapter 791 of the Texas Government Code;

E. In furtherance of the Utility Agreement and pursuant to 30 Texas Administrative Code § 293.69(h), the Grantee has waived any and all Texas Commission on Environmental Quality (“TCEQ”) requirements related to an inspection of the Water Facilities prior to the Grantee’s purchase of such Water Facilities;

F. Grantee acknowledges that it has performed an inspection and approval of the Water Facilities and its Chief Water Engineer has issued a Letter of Acceptance for the Water Facilities; and

G. Upon the terms and subject to the conditions of this Conveyance, the Enabling Legislation, the Utility Agreement and the Development Agreement, Grantor desires to sell, transfer, grant, bargain, deliver, convey and assign all of its right, title and interest in and to the Water Facilities within the Property to Grantee, and Grantee desires to accept such conveyance.

NOW, THEREFORE, for and in consideration of the payment of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has BARGAINED, GRANTED, CONVEYED, SOLD AND DELIVERED, and by these presents does BARGAIN, GRANT, CONVEY, SELL AND DELIVER to Grantee all of its right, title and interest in and to the Water Facilities.

1. The assignment pursuant to this Conveyance is absolute. Grantee shall have all rights, if any, of Grantor in and to the property sold, assigned, transferred, granted, bargained, delivered, and conveyed hereunder. Notwithstanding anything to the contrary, the purpose of this Bill of Sale is solely to memorialize the transfer of ownership of the Water Facilities from Grantor to Grantee and Grantee’s acceptance of this Bill of Sale from Grantor shall not waive, modify, alter or reduce any of Grantor’s rights under that certain Utility Construction Cost Sharing Agreement for the Veramendi Project, dated February 25, 2013, as amended from time to time.

2. This Conveyance may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Any facsimile or .pdf copies hereof or signature thereon shall, for all purposes, be deemed originals.

3. This Conveyance may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

TO HAVE AND TO HOLD all of Grantor’s right, title and interest, if any, and to the extent limited herein, in and to the Water Facilities unto Grantee, its successors and assigns forever.

[Signature Page Follows]

GRANTOR:

**Comal County Water Improvement District No.
1A**

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Secretary, Board of Directors

STATE OF TEXAS §

§

COUNTY OF COMAL §

This instrument was acknowledged before me on _____, 2024 by
_____ in his/her capacity as _____ of the Board of
Directors of Comal County Water Improvement District No. 1A.

[SEAL]

Notary Public, State of Texas

GRANTEE:

New Braunfels Utilities

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF COMAL §

This instrument was acknowledged before me on _____, 2024 by _____ in his/her capacity as _____ of the New Braunfels Utilities.

[SEAL]

Notary Public, State of Texas

EXHIBIT B

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This Bill of Sale, Conveyance and Assignment (“**Conveyance**”), effective as of the date set forth below (“**Effective Date**”), is made by and between VERAMENDI PE – BRISBANE, LLC, a Texas limited liability company (“**Grantor**”), and COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 1A, (“**Grantee**”) a water control and improvement district created and operating pursuant to Chapters 49 and 51 of the Texas Water Code.

RECITALS

A. Grantee was created by Senate Bill No. 2464, 81st Legislature of Texas, Regular Session, codified at Chapter 9038, Texas Special District Local Laws Code, effective June 19, 2009 (the “Enabling Legislation”), for the purpose of, among other things, providing water, sanitary sewer, drainage facilities, and roads to serve the land within its boundaries;

B. The Enabling Legislation requires Grantee to enter into a development agreement with a retail public utility owned by a municipality that addresses water and wastewater issues. The Enabling Legislation additionally provides that Grantee shall convey water and wastewater facilities to the retail public utility owned by the municipality upon completion of the facilities, free of all liens, claims, or encumbrances, in the form acceptable to the retail public utility;

C. Grantor is the owner or developer of the property which is more particularly described on the plat, recorded in the real property records of Comal County, Texas as Document No. 202006030614, Document No. 202006031940, Document No. 202106006261, Document No. 202106024851, Document No. 202206020496, Document No. 202306002383 and Document No. 202306002423, on the attached Exhibit “A” (the “Property”), located within the Grantee’s geographic boundaries;

D. On October 7, 2016, Grantor and Grantee entered into that certain Facilities and Operating Costs Reimbursement Agreement (the “Reimbursement Agreement”), wherein Grantor has agreed to construct and subsequently convey to Grantee all of its right, title and interest in and to the water, wastewater (the “Water Facilities”), and stormwater facilities (the “Stormwater Facilities”) constructed within the Property, all of which are located in Comal County, Texas; and

E. Grantee has entered into that certain Utility Construction Cost Sharing Agreement, as amended (the “Utility Agreement”), with the New Braunfels Utilities (“NBU”) and Veramendi Development Company LLC, wherein NBU agrees to provide water and sewer service to customers within the Property;

F. Upon satisfaction of the applicable Utility Agreement provisions, the Grantee shall convey the water and wastewater infrastructure to NBU pursuant to Section 552.014, Texas Local Government Code and the Enabling Legislation;

G. In furtherance of the Utility Agreement, pursuant to 30 Texas Administrative Code § 293.69(h), and as evidenced in that certain Bill of Sale, Conveyance and Assignment entered into by Grantee and the New Braunfels Utilities (“NBU”) executed on even date herewith, NBU has waived any and all Texas Commission on Environmental Quality (“TCEQ”) requirements related to an inspection of the Water Facilities and Stormwater Facilities prior to the Grantee’s purchase of such Water Facilities and Stormwater Facilities; and

H. Upon the terms and subject to the conditions of this Conveyance, the Reimbursement Agreement, the Utility Agreement, and the Enabling Legislation, Grantor desires to sell, transfer, grant, bargain, deliver, convey and assign all of its right, title and interest in and to the Water Facilities and Stormwater Facilities within the Property to Grantee in exchange for Grantee’s obligation to seek approval from the TCEQ for reimbursement of the Water Facilities and Stormwater Facilities within the Property to the maximum extent permitted by law and at the earliest practicable time as defined in the Reimbursement Agreement, and Grantee desires to accept such conveyance.

NOW, THEREFORE, for and in consideration of the payment of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration to Grantor as stated in the Reimbursement Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor has BARGAINED, GRANTED, CONVEYED, SOLD AND DELIVERED, and by these presents does BARGAIN, GRANT, CONVEY, SELL AND DELIVER to Grantee all of its right, title and interest in and to the Water Facilities and Stormwater Facilities.

1. Grantee represents and warrants that all applicable approvals, inspections, and documentation required for Grantee to seek approval from TCEQ for reimbursement and for Grantee to reimburse Grantor as further detailed in the Reimbursement Agreement and required pursuant to TCEQ, the Reimbursement Agreement and the Utility Agreement have been performed, reviewed and/or accomplished.

2. Grantee acknowledges that the Bill of Sale, Conveyance and Assignment entered into by Grantee and NBU constitutes an agreement pursuant to Texas Local Government Code Section 552.014 and/or the Interlocal Cooperation Act. Grantee further represents and warrants that no other contracts are required to satisfy Grantee’s obligations pursuant to Grantor’s right of reimbursement.

3. The assignment pursuant to this Conveyance is absolute. Grantee shall have all rights, if any, of Grantor in and to the property sold, assigned, transferred, granted, bargained, delivered, and conveyed hereunder.

4. This Conveyance is being executed and delivered pursuant to, and shall be construed in accordance with, the Reimbursement Agreement. Notwithstanding any other provisions of this Conveyance to the contrary, nothing contained in this Conveyance shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the covenants, agreements, conditions, rights, remedies, and obligations, set forth in the Reimbursement Agreement.

5. This Conveyance may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Any facsimile or .pdf copies hereof or signature thereon shall, for all purposes, be deemed originals.

6. This Conveyance may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7. Each party hereto hereby finds, determines and represents that the benefits provided to it and the obligations binding upon it constitute due consideration for its execution of this Conveyance. In particular, Grantor's commitment to convey the Water Facilities and Stormwater Facilities to the Grantee results in certain material benefits being provided to the Grantee and constitute adequate consideration for the Grantee's obligations to issue bonds from time to time, impose an ad valorem operation and maintenance tax, and reimburse the Grantor as required in the Reimbursement Agreement. Grantor hereby represents that the Grantee's commitment to reimburse it for monies expended pursuant to the Reimbursement Agreement constitutes adequate consideration for its commitment to perform its obligations hereunder.

TO HAVE AND TO HOLD all of Grantor's right, title and interest, if any, and to the extent limited herein, in and to the Water Facilities and Stormwater Facilities unto Grantee, its successors and assigns forever.

[Signature Page Follows]

EXECUTED to be effective this _____ day of _____, 2024.

GRANTOR

**Veramendi PE – Brisbane, LLC,
a Texas limited liability company**

By: Veramendi Development
Company, LLC, its sole manager

By: ASA Properties LLC,
its sole manager

By: _____
Peter James, President

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2024, by Peter James, the President of ASA Properties LLC, a Texas limited liability company, as sole manager of Veramendi Development Company, LLC, a Texas limited liability company, as sole manager of Veramendi PE – Brisbane, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

EXECUTED to be effective this _____ day of _____, 2024.

GRANTEE:

**Comal County Water Improvement District No.
1A**

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Secretary, Board of Directors

STATE OF TEXAS §

§

COUNTY OF COMAL §

This instrument was acknowledged before me on _____, 2024 by
_____ in his/her capacity as _____ of the Board of Directors
of Comal County Water Improvement District No. 1A.

[SEAL]

Notary Public, State of Texas

EXHIBIT C

After Recording, Please Return To:

New Braunfels Utilities
Attention: Easements & ROW
263 Main Plaza
New Braunfels, Texas 78130

NEW BRAUNFELS UTILITIES ACCESS EASEMENT

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Effective Date: _____, 2024

Grantor: Word-Borchers Ranch Real Estate Limited Partnership,
a Texas limited partnership

Grantor's Mailing Address: P.O. Box 310330
New Braunfels, Texas 78131

Grantee: New Braunfels Utilities,
a Texas municipally owned utility

Grantee's Mailing Address: 263 Main Plaza
New Braunfels, Texas 78130

Dominant Estate Property: Lot 1, Block 36, VERAMENDI EST NO. 1, a subdivision in Comal County, Texas, according to the map or plat recorded in Document 202006031940, Map and Plat Records, Comal County, Texas.

Easement Property: The 0.197 of an acre of real property described and depicted in *Exhibit "A,"* attached hereto, located in Comal County, Texas.

Easement Purpose: For providing pedestrian and vehicular ingress and egress to and from the Dominant Estate Property, to and from State Highway Loop No. 337.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee and Grantee's heirs, successors and assigns an easement over, under, upon and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"); to have and to hold the Easement in Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the title to the Easement to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

Exceptions to Conveyance and Warranty: All matters of record to the extent validly existing and affecting the Easement Property.

Reservation from Conveyance: Subject to the limitations hereinafter provided, Grantor reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Easement Purpose. If Grantee proposes to (i) use surfacing materials other than asphalt, caliche, or base material for parking and/or driveways or walkways over and across the Easement Property, or (ii) change the level of the surface of the Easement Property, Grantee must obtain prior written approval of the owner of surface of the Easement Property.

Terms: The following terms apply to this easement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property. The Easement is nonexclusive and irrevocable, provided that no other potable water or wastewater utility provider may use the Easement Property without the prior written consent of New Braunfels Utilities.
2. *Maintenance of Easement Property.* Grantee shall be solely responsible for maintaining the Easement Property in a safe and suitable condition for its use consistent with the Easement Purpose and agrees on behalf of Grantee, and each contractor, invitee or employer of Grantee that enters the Easement Property, that Grantor has no responsibility therefore. Grantee shall use and maintain the Easement Property in compliance with all applicable laws. Grantee accepts the Easement Property in its "AS IS WHERE IS" condition and is not relying on any representation or warranty from Grantor regarding the suitability or quality or condition of the Easement Property.
3. *Duration of Easement.* The duration of the easement is perpetual; provided, upon the recording of a plat approved by Grantee incorporating the Easement Property and Easement Purpose benefitting the Dominant Estate Property in the Official Public Records of Comal County, this instrument shall automatically expire and have no further effect and the recorded plat shall exclusively determine the rights of the parties.
4. *Easement Improvements.* In the event Grantor places surfacing materials or other permitted improvements over and across the Easement Property or portions thereof (the "**Grantor Improvements**"), Grantee and/or its assigns will use ordinary care to minimize damage to the Grantor Improvements. However, Grantee and/or its assigns will not be obligated to restore the Grantor Improvements except to the extent the negligent acts or omissions of Grantee and/or its assigns caused the damage to the Grantor Improvements.
5. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
6. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
7. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

8. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
9. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not in this agreement and any exhibits.
10. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
11. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

[SIGNATURES BEGIN ON NEXT PAGE]

GRANTOR:

WORD-BORCHERS RANCH REAL ESTATE LIMITED PARTNERSHIP,

a Texas limited partnership

By: **Word-Borchers Ranch Management Company, LLC**, a Texas limited liability company, its General Partner

By: _____
Timothy Dean Word, III, Manager

By: _____
Amber Word-Heisner, Manager

By: _____
Marcia Borchers McGlothlin, Manager

By: _____
Georgia Borchers Duettra, Manager

STATE OF _____ §

COUNTY OF _____ §

This instrument was sworn, subscribed, and acknowledged before me on this _____ day of _____, 2024 by Timothy Dean Word, III, Manager of Word-Borchers Ranch Management Company, LLC, as general partner of Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of _____

GRANTOR:

WORD-BORCHERS RANCH REAL ESTATE LIMITED PARTNERSHIP,

a Texas limited partnership

By: **Word-Borchers Ranch Management Company, LLC**, a Texas limited liability company, its General Partner

By: _____
Timothy Dean Word, III, Manager

By: _____
Amber Word-Heisner, Manager

By: _____
Marcia Borchers McGlothlin, Manager

By: _____
Georgia Borchers Duettra, Manager

STATE OF _____ §

COUNTY OF _____ §

This instrument was sworn, subscribed, and acknowledged before me on this _____ day of _____, 2024 by Amber Word-Heisner, Manager of Word-Borchers Ranch Management Company, LLC, as general partner of Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of _____

GRANTOR:

WORD-BORCHERS RANCH REAL ESTATE LIMITED PARTNERSHIP,

a Texas limited partnership

By: **Word-Borchers Ranch Management Company, LLC**, a Texas limited liability company, its General Partner

By: _____
Timothy Dean Word, III, Manager

By: _____
Amber Word-Heisner, Manager

By: _____
Marcia Borchers McGlothlin, Manager

By: _____
Georgia Borchers Duettra, Manager

STATE OF _____ §

COUNTY OF _____ §

This instrument was sworn, subscribed, and acknowledged before me on this _____ day of _____, 2024 by Marcia Borchers McGlothlin, Manager of Word-Borchers Ranch Management Company, LLC, as general partner of Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of _____

GRANTOR:

WORD-BORCHERS RANCH REAL ESTATE LIMITED PARTNERSHIP,

a Texas limited partnership

By: **Word-Borchers Ranch Management Company, LLC**, a Texas limited liability company, its General Partner

By: _____
Timothy Dean Word, III, Manager

By: _____
Amber Word-Heisner, Manager

By: _____
Marcia Borchers McGlothlin, Manager

By: _____
Georgia Borchers Duettra, Manager

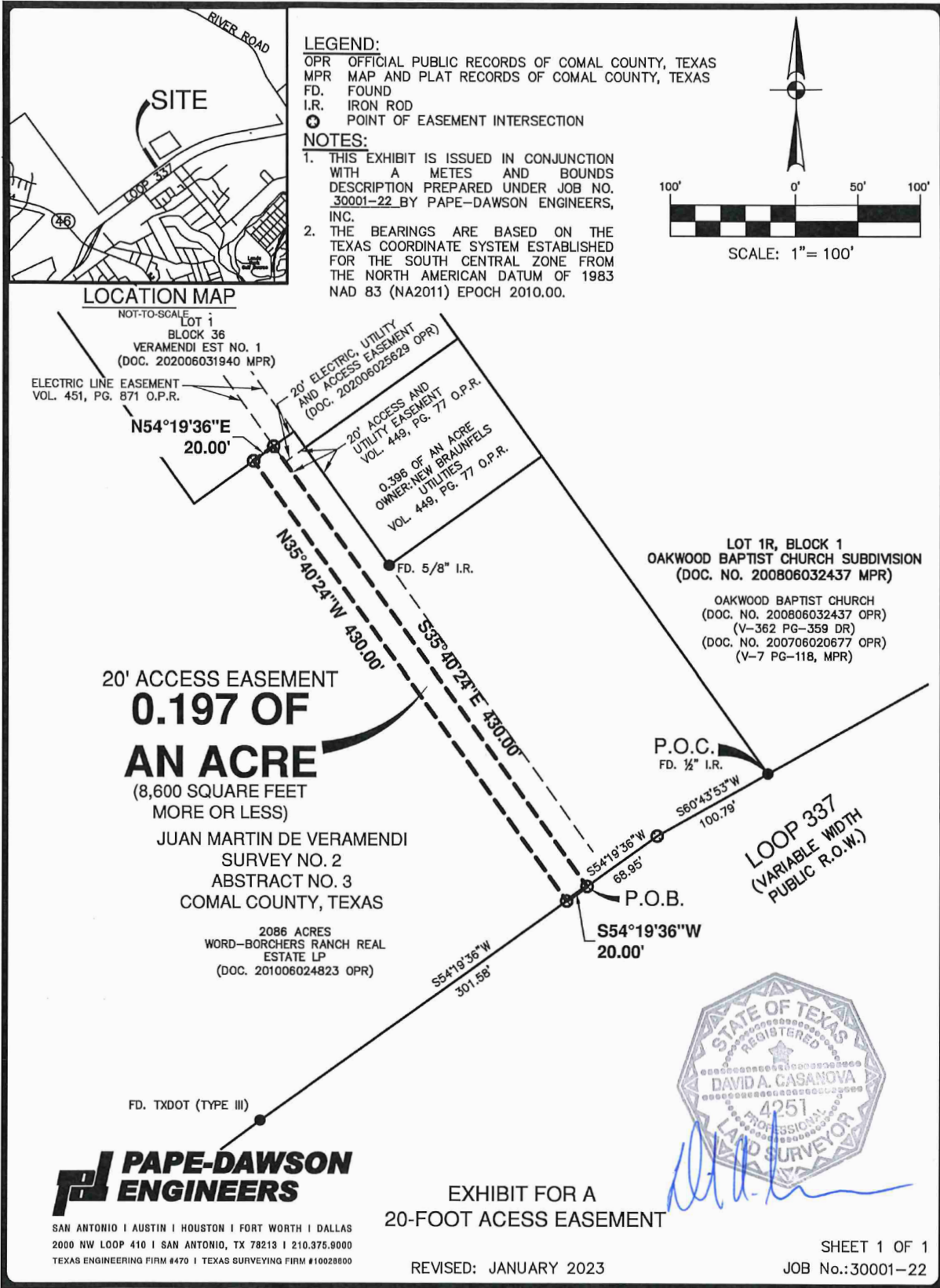
STATE OF _____ §

COUNTY OF _____ §

This instrument was sworn, subscribed, and acknowledged before me on this _____ day of _____, 2024 by Georgia Borchers Duettra, Manager of Word-Borchers Ranch Management Company, LLC, as general partner of Word-Borchers Ranch Real Estate Limited Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of _____

EXHIBIT "A"

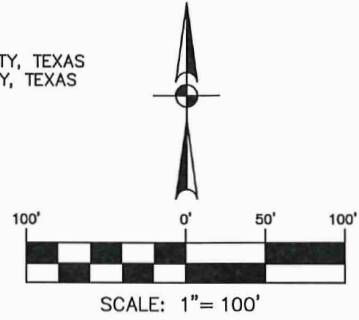


LEGEND:

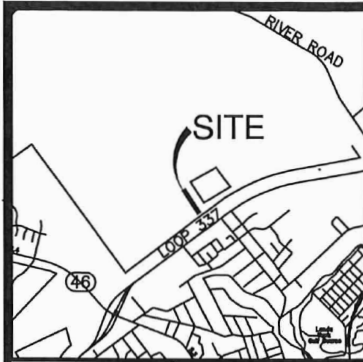
- OPR OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- MPR MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD
- ⊙ POINT OF EASEMENT INTERSECTION

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30001-22 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.



LOCATION MAP



20' ACCESS EASEMENT
0.197 OF AN ACRE
 (8,600 SQUARE FEET MORE OR LESS)

JUAN MARTIN DE VERAMENDI
 SURVEY NO. 2
 ABSTRACT NO. 3
 COMAL COUNTY, TEXAS

2086 ACRES
 WORD-BORCHERS RANCH REAL ESTATE LP
 (DOC. 201006024823 OPR)

LOT 1R, BLOCK 1
 OAKWOOD BAPTIST CHURCH SUBDIVISION
 (DOC. NO. 200806032437 MPR)

OAKWOOD BAPTIST CHURCH
 (DOC. NO. 200806032437 OPR)
 (V-362 PG-359 DR)
 (DOC. NO. 200706020677 OPR)
 (V-7 PG-118, MPR)

P.O.C.
 FD. 1/2" I.R.

P.O.B.



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028900

EXHIBIT FOR A
 20-FOOT ACCESS EASEMENT

REVISED: JANUARY 2023



SHEET 1 OF 1
 JOB No.: 30001-22

Date: Jan 06, 2023, 10:25am User: lb: mh01mas
 File: N:\CVL\30001-22\30001-22 ESA-0187 Ac.dwg

REFERENCE:

METES AND BOUNDS DESCRIPTION
FOR
20-FOOT ACCESS EASEMENT

A 0.197 of an acre, or 8,600 square feet more or less, easement located on a 2086 acre tract in a deed to Word-Borchers Ranch Real Estate, LP recorded in Document No. 201006024823 of the Official Public Records of Comal County, Texas out of the Juan Martin De Veramendi Survey No. 2, Abstract 3, Comal County, Texas. Said 0.197 of an acre easement 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 cap on the northwest right-of-way line of Loop 337, a variable width right-of-way, at the southwest corner of Lot 1R, Block 1, Oakwood Baptist Church Subdivision recorded in Document No. 200806032437 of the Map and Plat Records of Comal County, Texas;

THENCE: S 60°43'53" W, along and with the northwest right-of-way line of said Loop 337, the southeast line of said 2086 acre tract, a distance of 100.79 feet to a point;

THENCE: S 54°19'36" W, continuing along and with the northwest right-of-way line of said Loop 337, the southeast line of said 2086 acre tract, a distance of 68.95 feet to the POINT OF BEGINNING of the herein described easement;

THENCE: S 54°19'36" W, continuing along and with the northwest right-of-way line of said Loop 337, the southeast line of said 2086 acre tract, a distance of 20.00 feet to a point, from which a found TxDot Monument "Type III" bears S 54°19'36" W, 301.58 feet;

THENCE: Departing the northwest right-of-way line of said Loop 337, over and across said 2086 acre tract the following bearings and distances:

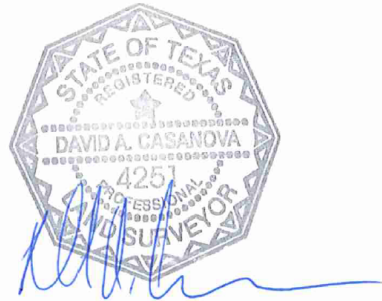
N 35°40'24" W, a distance of 430.00 feet to a point;

N 54°19'36" E, a distance of 20.00 feet to a point;

0.197 of an Acre
Job No. 30001-22
Page 2 of 2

S 35°40'24" E, a distance of 430.00 feet to the POINT OF BEGINNING and containing 0.197 of an acre in Comal County, Texas. Said easement being described in conjunction with an exhibit prepared under job number 30001-22 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 26, 2022, Revised: January 5, 2023
JOB NO. 30001-22
DOC. ID. N:\CIVIL\30001-22\WORD\30001-22 ESAC-0.197 AC.docx



**PAPE-DAWSON
ENGINEERS**

NBU EASEMENT # _____