

SUBSTATION EASEMENT AGREEMENT

1. **Date.** The effective date of this Substation Easement Agreement (“Agreement”) is _____, 2026 (“Effective Date”).
2. **Parties.** The parties to this Agreement are New Braunfels Utilities (“NBU”), a Texas municipally owned utility, whose address is 1488 S. Seguin Avenue, New Braunfels, Texas 78130, and LCRA Transmission Services Corporation (“LCRA TSC”), a Texas non-profit corporation, whose address is P.O. Box 220 Austin, Texas 78767.
3. **Recitals.** NBU has complete management and control of the water, wastewater and electric utility systems of the City of New Braunfels. NBU owns a tract of land in Comal County, Texas, located on Kohlenberg Road, containing approximately 10.441 acres of land and being legally described as follows (“NBU Property”):

Being a 10.441 acre tract of land situated in the Antonio Maria Esnaurizar Survey Number 1, Abstract 1, Comal County, Texas, out of the 778.313 acre tract described in a deed from Southstar at Mayfair, LLC to Southstar at Mayfair Developer, LLC, as recorded in Document No. 202106037786 in the Official Public Records of Comal County, Texas, said 10.441 acre tract being more fully described by metes and bounds on ***Exhibit “A”*** attached hereto.

LCRA TSC and NBU are parties to that certain Interconnection Agreement executed July 22, 2009, as amended most recently by the Eleventh Amendment to Interconnection Agreement (the Interconnection Agreement executed July 22, 2009, as thereafter amended, is referenced herein as the “Interconnection Agreement”), which contemplates the construction of certain improvements by NBU and LCRA TSC on the NBU Property in connection with the construction and operation of an electric substation facility (“Project”). The improvements are referenced in Facility Schedule No. 11 of the Interconnection Agreement as the Kohlenberg Substation. LCRA TSC intends to construct and operate LCRA TSC’s electric substation infrastructure on a 1.656 acre portion of the NBU Property, said 1.656 acres of land being legally described and depicted on ***Exhibit “B”*** attached hereto (“LCRA TSC Substation Property”). NBU intends to construct NBU’s electric substation infrastructure on a portion of the NBU Property east of and adjacent to the LCRA TSC Substation Property (“NBU Substation Site”).

LCRA TSC further requires an access easement to and from the LCRA TSC Substation Property, on, over, across and through a 1.658 acre portion of the NBU Property, said 1.658 acres of land being legally described on ***Exhibit “C”*** attached hereto.

LCRA TSC further requires an easement to construct and operate an electric transmission line and electric equipment appurtenant thereto on a 0.5390 acre portion of the NBU Property, said 0.5390 acres of land being legally described on ***Exhibit “D”*** attached hereto.

LCRA TSC further requires an access and utility easement to and from the NBU Property, on, over, across and through a 0.908 acre tract of land adjacent to the NBU Property, described by metes and bounds and depicted on ***Exhibit “E”*** attached hereto.

NBU hereby grants and conveys to LCRA TSC easements pertaining to those certain specified portions of property described herein, for the purposes expressed, upon the terms and conditions set forth herein.

4. **Consideration.** The Easements described herein are being conveyed to LCRA TSC by NBU in exchange for the sum of \$10.00 in cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (collectively, the “Consideration”).

5. **Grant of Easement.**

(a) **Substation Easement.** NBU grants, sells and conveys to LCRA TSC a perpetual, exclusive easement (referenced by the surveyor in the survey as the “LCRA Easement” but referenced for clarity in this Agreement as the “Substation Easement”) on, over, under, across and through the 1.656 acre portion of the NBU Property described by metes and bounds and depicted on Exhibit B, previously defined herein as the LCRA TSC Substation Property, for the purpose of constructing, operating, maintaining, reconstructing, replacing, rebuilding, relocating, accessing, upgrading, removing, inspecting, patrolling, or repairing an electric substation and related electric transmission facilities, which may include communication lines and facilities reasonably related and appurtenant thereto (all collectively “Substation Facilities”).

(b) **Common Access Easement.** NBU grants, sells and conveys to LCRA TSC a perpetual easement (referenced by the surveyor in the survey as the “Access Easement” but referenced for clarity in this Agreement as the “Common Access Easement”) for ingress, egress and access to and from the LCRA TSC Substation Property on, over, across and through the 1.658 acre portion of the NBU Property, said 1.658 acres of land being legally described on Exhibit C attached hereto (“Common Access Property”). NBU reserves and retains for itself the right to continue to use the Common Access Property for all purposes that do not interfere with LCRA TSC’s permitted use of the Common Access Easement, including but not limited to, the right to use the Common Access Property for access to and from all portions of the NBU Property outside of the LCRA TSC Substation Property and for the installation and operation of utilities. Other than the rights reserved by NBU, the Common Access Easement is exclusive.

(c) **Transmission Line Easement.** NBU grants, sells and conveys to LCRA TSC a perpetual easement (referenced by the surveyor in the survey as the “Transmission Easement” but referenced for clarity in this Agreement as the “Transmission Line Easement”) on, over, across and through the 0.5390 acre portion of the NBU Property described on Exhibit D (“Transmission Line Property”) for the purposes of (i) constructing, operating, maintaining, reconstructing, replacing, rebuilding, relocating, accessing, upgrading, removing, inspecting, patrolling, or repairing an electric transmission line and electric equipment appurtenant thereto, which may also include communication lines and facilities reasonably related and appurtenant thereto; and further for (ii) utilizing and draining into a water quality basin constructed by NBU partially within the Transmission Line Property for the benefit of the Project. NBU reserves and retains for itself the rights to construct a water quality basin partially within the Transmission Line Property for the benefit of the Project and to utilize, maintain, repair, and drain into the water quality basin. LCRA TSC will not construct any improvements in, on, or under the water quality basin without NBU’s written consent, which consent will not be unreasonably denied or delayed. Other than the rights reserved by NBU, the Transmission Line Easement is exclusive.

(d) **Access and Utility Easement.** NBU hereby assigns to LCRA TSC a perpetual, non-exclusive access and utility easement (“Access and Utility Easement”) on, over, under, upon, and across a 0.908 acre tract of land, described by metes and bounds and depicted on Exhibit E attached hereto (“Access and Utility Easement Property”), for the Easement Purpose defined and described in Document No. 202506036386, Official Public Records, Comal County, Texas (the “Easement Agreement”), upon the terms and conditions set forth therein. This is a partial assignment of the Access and Utility Easement, and NBU reserves and retains for itself the right to use the Access

and Utility Easement for the Easement Purpose defined and described in the Easement Agreement, upon the terms and conditions set forth therein, in common with LCRA and any other permitted users.

(e) The Substation Easement, the Common Access Easement, the Transmission Line Easement, and the Access and Utility Easement are collectively referred to herein as the “Easements”. The LCRA TSC Substation Property, Common Access Property, Transmission Line Property, and the Access and Utility Easement Property are collectively referred to herein as the “Easement Property”.

6. **Permitted Exceptions.** The grant of the Easements is made subject to those items listed on *Exhibit “F”* attached hereto (“Permitted Exceptions”). Subject to the Permitted Exceptions, NBU binds NBU and NBU’s successors and assigns to warrant and forever defend all and singular the Easements to LCRA TSC and LCRA TSC’s successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is made by, through or under NBU, but not otherwise.
7. **Duration of Easement.** The Easements granted hereby are perpetual.
8. **Exclusiveness of Substation Easement.** Except as expressly provided herein, the Substation Easement is exclusive to LCRA TSC and its successors and assigns, and LCRA TSC shall have the right to forbid entry onto the LCRA TSC Substation Property by anyone, including NBU. All parts of the Project installed by LCRA TSC and/or its contractors, agents, and assigns on the NBU Property or the Access and Utility Easement Property shall remain the exclusive property of LCRA TSC. NBU may not convey the Substation Easement or any rights and/or easements in the LCRA TSC Substation Property to others.
9. **Common Entrance.** NBU and LCRA TSC acknowledge and agree that the Common Access Property is intended by the parties to serve as NBU and LCRA TSC’s primary means of access to their respective substation facilities from the Access and Utility Easement and/or other portions of the NBU Property and a common site of utility lines and utility infrastructure necessary to advance the Project and operate their respective facilities. Neither NBU nor LCRA TSC shall construct any improvements in or on the Common Access Property that interfere with the other party’s access to or ability to construct, operate, and maintain their respective substation facilities or that endanger or interfere with the safe, efficient, or convenient operation of the Project. Fencing and gating improvements are contemplated by the parties for the NBU Property, including the Common Access Property, and will be constructed pursuant to those terms and diagrams associated with Facility Schedule No. 11 in the Eleventh Amendment to Interconnection Agreement.
10. **Maintenance.** Except as set forth in the Interconnection Agreement, improvement and maintenance of the LCRA TSC Substation Property will be at the sole cost and expense of LCRA TSC and its successors and assigns. Repair of normal wear and tear and maintenance of the remainder of the NBU Property will be at the sole cost and expense of NBU and its successors and assigns, provided however, LCRA TSC will maintain any LCRA TSC substation, transmission and electric facilities constructed or installed on the NBU Property and any concrete roads or driveways solely benefiting the LCRA TSC Substation Property. NBU and its successors and assigns shall be responsible for the sole cost and expense of maintaining the prefabricated concrete fence located along or slightly inside of the perimeter of the combined LCRA and NBU substation property to be constructed by NBU under the Interconnection Agreement. LCRA TSC and NBU will coordinate any access to the LCRA TSC Substation Site necessary to allow NBU to maintain the prefabricated concrete fence. Repair of normal wear and tear and maintenance of the Access and Utility Easement Property shall also be at the sole cost and expense of NBU and its successors and

assigns, provided, however, if the Access and Utility Easement Property is ultimately developed into a public or private roadway by the developer of the Mayfair development for the common benefit of the public or the owners of property in the Mayfair development and NBU and LCRA TSC, as anticipated, this provision shall not be construed and is not intended to state that NBU is obligated to maintain the subject public or private roadway in lieu of the applicable governmental body or property owners association.

11. **Use of Easement Property.** LCRA TSC has the right to remove from the LCRA TSC Substation Property all trees, shrubs, and parts thereof, or any structure, building, or obstruction within the LCRA TSC Substation Property. LCRA TSC has the right to remove from the Transmission Line Property all trees, shrubs, and parts thereof, or any structure, building, or obstruction within the Transmission Line Property, with the exception of the water quality basin to be constructed by NBU partially within the Transmission Line Property for the benefit of the Project. LCRA TSC has the right to remove from the Common Access Property and the Access and Utility Easement Property all trees, shrubs, and parts thereof, or any structure, building, or obstruction that interfere with the exercise of the easement rights. LCRA TSC has the right to resurface the area of the LCRA TSC Substation Property with impervious or semi-pervious cover. LCRA TSC has the right to license, permit, or otherwise agree to the joint use or occupancy of the Easements by any other person or legal entity for the purposes set out herein. Neither LCRA TSC nor NBU may place or construct any habitable structure in or on the NBU Property; provided however, NBU and LCRA TSC acknowledge that construction of control enclosure(s) will not constitute a violation of this Agreement. Neither LCRA TSC nor NBU shall place or operate any temporary or permanent equipment or object within the LCRA TSC Substation Property or the NBU Substation Site without complying with the National Electric Safety Code and all other applicable laws and regulations. NBU will not change the grade of the Easement Properties without the prior written approval of LCRA TSC. LCRA TSC must use reasonable care not to damage improvements constructed by NBU in accordance with Facility Schedule No. 11 in the Eleventh Amendment to Interconnection Agreement between LCRA TSC and NBU, and if damage to such improvements is caused by LCRA TSC, its contractors, employees, agents or representatives, LCRA TSC is responsible for prompt repair. NBU must use reasonable care not to damage improvements constructed by LCRA TSC in accordance with Facility Schedule No. 11 in the Eleventh Amendment to Interconnection Agreement between LCRA TSC and NBU, and if damage to such improvements is caused by NBU, its contractors, employees, agents or representatives, NBU is responsible for prompt repair.

NBU is solely responsible for obtaining any necessary permissions or applicable variances from Comal County or the City of New Braunfels required to permit the removal of trees, shrubs, and parts thereof, from and/or the construction of impervious cover or any other improvements on the Easement Property, including but not limited to those, that may be alleged by the City of New Braunfels to apply to the Easement Property under the First Amended and Restated Development Agreement recorded in Document No. 202406013596, Official Public Records of Comal County, Texas. NBU agrees to coordinate with LCRA TSC prior to submitting any application related to approval by Comal County or the City of New Braunfels for development activities on the Easement Property.

12. **Mineral Reservation.** NBU expressly reserves all oil, gas, and other minerals owned by NBU or the City of New Braunfels, in, on, and under the NBU Property, provided that neither NBU nor the City of New Braunfels will be permitted to drill or excavate for minerals on the surface of the Easement Properties, but may extract oil, gas, or other minerals from and under the NBU Property by directional drilling or other means which do not interfere with or disturb the use of the Easements by LCRA TSC.

13. **Consent to Use Wastewater Easement.** NBU acknowledges that it is the owner and holder of the *New Braunfels Utilities Wastewater Easement* recorded as Document No. 202206046293, Official Public Records, Comal County, Texas (“NBU Wastewater Easement”) and the Grantee identified therein. Notwithstanding anything to the contrary set forth in the NBU Wastewater Easement, pursuant to Section 1 of the Terms set forth therein, NBU consents to the use of the Easement Property described in the NBU Wastewater Easement by NBU and LCRA TSC and assigns for the purposes set forth herein.
14. **Assignment.** The rights granted to LCRA TSC in this Agreement are assignable in whole or in part.
15. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
16. **Choice of Law.** This Agreement is subject to and governed by the laws of the State of Texas. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Comal County, Texas.
17. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and constitute one and the same instrument.
18. **Effect of Waiver or Consent.** No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.
19. **Further Assurances.** In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.
20. **Integration.** This Agreement, together with the Interconnection Agreement, contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
21. **Legal Construction.** In case any one or more of the provisions contained in this Agreement are for any reason invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability does not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, the singular number includes the plural and neuter includes 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.
22. **Notices.** Any notice or communication required or permitted hereunder is deemed to be delivered,

whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail and addressed to the intended recipient at the address shown herein, and if so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner is effective if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

23. **Recitals.** Any recitals in this Agreement are represented by the parties hereto to be accurate and constitute a material part of this Agreement.

[Signatures on the following pages]

LCRA Transmission Services Corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 20____, by

of LCRA Transmission Services Corporation, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Commission Expires: _____

By: _____
Ryan Kelso, Chief Executive Officer

STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on _____, 20____, by Ryan Kelso, Chief Executive Officer of New Braunfels Utilities, on behalf of same and in the capacity herein stated.

Notary Public, State of Texas

Commission Expires: _____

**METES AND BOUNDS DESCRIPTION
FOR**

A 10.441 acre, or 454,794 square feet more or less, tract of land situated in the Antonio Maria Esnaurizar Survey Number 1, Abstract 1, Comal County, Texas, out of the 778.313 acre tract described in a Deed from Southstar at Mayfair, LLC to Southstar at Mayfair Developer, LLC, as recorded in Document Number 202106037786, in the Official Public Records of Comal County, Texas. Said 10.441 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: (Grid Coordinate: Northing: 13,817,912.19, Easting: 2,269,548.53) At a ½" iron rod with cap marked "RPLS 4233" found on the northeast right-of-way line of Kohlenberg Road, a variable width public right-of-way, for the west corner of the 3.008 acre tract described in Document Number 200606012396 in said Official Public Records, the south corner of said 778.313 acre tract and the south corner of this tract;

THENCE: North 44°37'40" West, with the northeast right-of-way line of said Kohlenberg Road and the southwest line of said 778.313 acre tract, a distance of 60.00 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for the west corner of this tract, from which a ½" iron rod with a yellow cap marked "Pape-Dawson" found, for the south corner of the 20.900 acre tract described in Document Number 202106037785 in said Official Public Records and a corner of said 778.313 acre tract bears North 44°37'40" West, a distance of 190.52 feet;

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

North 45°09'17" East, a distance of 1354.43 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of this tract;

North 44°44'19" West, a distance of 373.19 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set on an east line of said 20.900 acre tract and a west line of said 778.313 acre tract, for a corner of this tract, from which a ½" iron rod with a yellow cap marked "Pape-Dawson" found for the easternmost corner of said 20.900 acre tract and a corner of said 778.313 acre tract bears South 05°48'24" East, a distance of 110.40 feet;

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

North 05°48'24" West, a distance of 64.50 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" found for a corner of said 20.900 acre tract, a corner of said 778.313 acre tract and a corner of this tract;

North 76°36'27" West, a distance of 126.13 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of said 20.900 acre tract, a corner of said 778.313 acre tract and a corner of this tract;

North 61°07'58" West, a distance of 254.47 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" found for a corner of said 20.900 acre tract, a corner of said 778.313 acre tract and a corner of this tract;

North 80°55'31" West, a distance of 2.93 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for the west corner of this tract;

THENCE: Departing said common line, over and across said 778.313 acre tract the following bearings and distances:

North 45°22'20" East, a distance of 807.70 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for the north corner of this tract;

South 47°40'01" East, a distance of 452.67 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of this tract;

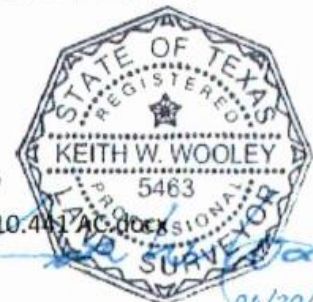
South 42°37'59" West, a distance of 0.95 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of this tract;

South 42°25'40" West, a distance of 671.08 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of this tract;

THENCE: South 44°44'19" East, at a distance of 57.70 feet passing a 4" fence post found for the west corner of the 123.159 acre tract described in Volume 1017, Page 50 in the Deed Records of Comal County and a corner of said 778.313 acre tract, continuing with the common line of said 123.159 acre tract and said 778.313 acre tract, for a total distance of 350.00 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for the north corner of the 49.164 acre tract described in Document Number 201506009897 in said Official Public Records, an east corner of said 778.313 acre tract and an east corner of this tract;

THENCE: South 45°09'17" West, with the northwest line of said 49.164 acre tract, the northwest line of said 3.008 acre tract and a southeast line of said 778.313 acre tract, a distance of 1414.55 feet to the POINT OF BEGINNING and containing 10.441 acres in Comal County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 39012-24 by Pape-Dawson Engineers.

PREPARED BY: Pape-Dawson Engineers
Texas Registered Survey Firm # 10028800
DATE: January 7, 2025 (Revised: April 29, 2025)
JOB NO. 39012-24
DOC. ID. N:\New Braunfels\Survey24\24-39000\39012-24\Word\39012-24 FN 10.441 AC.docx



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LCRA TSC EASEMENT

METES AND BOUNDS DESCRIPTION

1.656 ACRES (72,127 SQUARE FEET)

ANTONIO MARIA ESNAURIZAR SURVEY NUMBER 1, ABSTRACT NUMBER 1
COMAL COUNTY, TEXAS

BEING a tract or parcel containing 1.656 acres (72,127 square feet) of land situated in the Antonio Maria Esnaurizar Survey Number 1, Abstract Number 1, Comal County, Texas, and being out of and a part of a called 10.441 acre tract as described in deed to New Braunfels Utilities recorded in Document Number 202506036385 of the Official Public Records of Comal County, Texas. Said 1.656 acre tract being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "Pape Dawson" found in the common line between the remainder of a called 778.313 acre tract described in a deed to South Star at Mayfair Developer, LLC as recorded in Document Number 202106037786 of the Official Public Records of Comal County, Texas and said 10.441 acre tract, marking the easterly corner of said 10.441 acre tract;

THENCE, North 47° 40' 01" West, with the common line between the remainder of said 778.313 acre tract and said 10.441 acre tract, a distance of 194.06 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set, from which a 1/2-inch iron rod with cap stamped "Pape Dawson" found, marking the northerly corner of said 10.441 acre tract bears North 47° 40' 01" West, 258.59 feet;

THENCE, South 45° 21' 52" West, departing the common line between the remainder of said 778.313 acre tract and said 10.441 acre tract, over and across said 10.441 acre tract, a distance of 168.03 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking the **POINT OF BEGINNING** and easterly corner of the herein described tract, having Grid Coordinates of N=13,819,666.69 and E= 2,270,495.18;

THENCE, over and across said 10.441 acre tract the following (9) nine courses:

- 1) South 45° 21' 52" West, a distance of 390.07 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking the southerly corner of the herein described tract;
- 2) North 44° 38' 08" West, a distance of 175.58 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking an angle point
- 3) South 74° 06' 37" West, a distance of 11.41 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking an angle point;

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- 4) North 44° 38' 08" West, a distance of 4.52 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking the westerly corner of the herein described tract;
- 5) North 45° 21' 52" East, a distance of 359.80 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking an angle point;
- 6) North 76° 11' 48" East, a distance of 58.54 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking the northerly corner of the herein described tract;
- 7) South 44° 38' 08" East, a distance of 11.90 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking an angle point;
- 8) South 45° 58' 03" West, a distance of 10.00 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking an angle point;
- 9) South 44° 38' 08" East, a distance of 143.79 feet to the POINT OF BEGINNING and containing 1.656 acres (72,127 square feet) of land.

Notes:

The bearings and distances shown hereon are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD 83), 2011 adjustment, Epoch 2010.00. Distances are in US Survey Feet, surface values, and may be converted to grid by multiplying by the surface adjustment factor of 0.999830029.

Field information shown hereon is based on an "On-The-Ground" survey conducted by Cobb, Fendley & Associates, Inc., in April 2026.

Abstract information for the subject property is based on Commitment for Title GF No. 26-2068-C prepared by Fidelity National Title Insurance Company issued on August 17, 2026.

A survey map of even date was prepared in conjunction with this property description.


William E. Merten, RPLS, LSLS
Texas Registration No. 5046
Cobb, Fendley & Associates, Inc.
TBPELS Engineering Firm Registration No. 274
TBPELS Land Surveying Firm Registration No. 10046700
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
(512) 834-9798

8/20/26
Date



EXHIBIT "C" – Common Access Property
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ACCESS EASEMENT

METES AND BOUNDS DESCRIPTION

1.658 ACRES (72,203 SQUARE FEET)

ANTONIO MARIA ESNAURIZAR SURVEY NUMBER 1, ABSTRACT NUMBER 1
COMAL COUNTY, TEXAS

BEING a tract or parcel containing 1.658 acres (72,203 square feet) of land situated in the Antonio Maria Esnaurizar Survey Number 1, Abstract Number 1, Comal County, Texas, and being out of and a part of a called 10.441 acre tract as described in a deed to New Braunfels Utilities recorded in Document Number 202506036385 of the Official Public Records of Comal County, Texas. Said 1.658 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Pape Dawson" found in the common line between the remainder of a called 778.313 acre tract described in a deed to South Star at Mayfair Developer, LLC as recorded in Document Number 202106037786 of the Official Public Records of Comal County, Texas and said 10.441 acre tract, marking the westerly corner of said 10.441 acre tract and said herein described tract, having Grid Coordinates of N=13,819,391.55 and E=2,269,848.91;

THENCE, North 45° 22' 20" East, with the common line between the remainder of said 778.313 acre tract and said 10.441 acre tract, a distance of 112.40 feet to a 5/8-inch iron rod with cap stamped "CFA Easement" set marking an angle point;

THENCE, departing the common line between the remainder of said 778.313 acre tract and said 10.441 acre tract, and over and across said 10.441 acre tract the following (4) four courses:

1. North 74° 06' 37" East, a distance of 172.03 feet to a 5/8-inch iron rod with cap stamped "CFA Easement" set marking the northerly corner of the herein described tract;
2. South 44° 38' 08" East, a distance of 330.06 feet to a 5/8-inch iron rod with cap stamped "CFA Easement" set marking the easterly corner of the herein described tract;
3. South 45° 21' 52" West, a distance of 85.31 feet to a 5/8-inch iron rod with cap stamped "CFA Easement" set for an angle point;

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4. North 76° 36' 27" West, at a distance of 69.97 feet passing a 1/2 inch iron rod with cap stamped "Pape Dawson" found in the northeasterly line of called 20.900 acre tract described in a deed to Beaverhead NB, LLC as recorded in Document Number 202106037785 of the Official Public Records of Comal County, Texas and the southwesterly line of said 10.441 acre tract, and continuing with the northeasterly line of said 20.900 acre tract and the southwesterly line of said 10.441 acre tract, a total distance of 196.22 feet to a 1/2 inch iron rod with cap stamped "Pape Dawson" found marking an angle point;

THENCE, North 61° 07' 58" West, continuing with the northeasterly line of said 20.900 acre tract and the southwesterly line of said 10.441 acre tract, a distance of 254.39 feet to a 1/2-inch iron rod with cap stamped "Pape Dawson" found marking an angle point;

THENCE, North 80° 55' 32" West, continuing with the northeasterly line of said 20.900 acre tract and the southwesterly line of said 10.441 acre tract, a distance of 3.02 feet to the POINT OF BEGINNING and containing 1.658 acres (72,203 square feet) of land.

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Notes:

The bearings and distances shown hereon are based on the Texas Coordinate System, South Central Zone (4204), North American Datum of 1983 (NAD 83), 2011 adjustment, Epoch 2010.00. Distances are in US Survey Feet, surface values, and may be converted to grid by multiplying by the surface adjustment factor of 0.999830029.

Field information shown hereon is based on an "On-The-Ground" survey conducted by Cobb, Fendley & Associates, Inc., in April 2026.

Abstract information for the subject property is based on Commitment for Title GF No. 26-2068-C prepared by Fidelity National Title Insurance Company issued on August 17, 2026.

A survey map of even date was prepared in conjunction with this property description.



William E. Merten, RPLS, LSLS
Texas Registration No. 5046
Cobb, Fendley & Associates, Inc.
TBPELS Engineering Firm Registration No. 274
TBPELS Land Surveying Firm Registration No. 10046700
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
(512) 834-9798

Date

8/20/26



EXHIBIT "D" – Transmission Line Property
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TRANSMISSION EASEMENT

METES AND BOUNDS DESCRIPTION

0.5390 ACRES (23,477 SQUARE FEET)

ANTONIO MARIA ESNAURIZAR SURVEY NUMBER 1, ABSTRACT NUMBER 1
COMAL COUNTY, TEXAS

BEING a tract or parcel containing 0.5390 of an acre (23,477 square feet) of land situated in the Antonio Maria Esnaurizar Survey Number 1, Abstract Number 1, Comal County, Texas, and being out of and a part of a called 10.441 acre tract as described in a deed to New Braunfels Utilities recorded in Document Number 202506036385 of the Official Public Records of Comal County, Texas. Said 0.5390 acre tract being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "Pape Dawson" found in the common line between the remainder of a called 778.313 acre tract described in a deed to South Star at Mayfair Developer, LLC as recorded in Document Number 202106037786 of the Official Public Records of Comal County, Texas and said 10.441 acre tract, marking the easterly corner of said 10.441 acre tract;

THENCE, North 47° 40' 01" West, with the common line between the remainder of said 778.313 acre tract and said 10.441 acre tract, a distance of 194.06 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking the **POINT OF BEGINNING** and easterly corner of the herein described tract, having Grid Coordinates of N=13,819,784.72 and E=2,270,614.72;

THENCE, departing the common line between the remainder of said 778.313 acre tract and said 10.441 acre tract, over and across said 10.441 acre tract the following (3) three courses:

- 1) South 45° 21' 52" West, a distance of 168.03 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking the southerly corner of the herein described tract;
- 2) North 44° 38' 08" West, a distance of 143.79 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set marking the westerly corner of the herein described tract;
- 3) North 45° 58' 03" East, a distance of 160.51 feet to a 5/8-inch iron rod with plastic cap stamped "CFA EASEMENT" set in the common line between the remainder of said 778.313 acre tract and said 10.441 acre tract, marking the northerly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Pape Dawson" found, marking the northerly corner of said 10.441 acre tract bears North 47° 40' 01" West, 116.29 feet;

THENCE, South 47° 40' 01" East, with the common line between the remainder of said 778.313 acre tract and said 10.441 acre tract, a distance of 142.30 feet to the POINT OF BEGINNING and containing 0.5390 of an acre (23,477 square feet) of land.

 CobbFendley

EXHIBIT “E” – Access and Utility Easement Property
Page 1 of 3

METES AND BOUNDS DESCRIPTION
FOR A
60-FEET WIDE ACCESS AND UTILITY EASEMENT

A 0.908 of an acre, or 39,546 square feet more or less, easement situated in the Antonio Maria Esnaurizar Survey Number 1, Abstract 1, Comal County, Texas, located on the 778.313 acre tract described in a Deed from Southstar at Mayfair, LLC to Southstar at Mayfair Developer, LLC, as recorded in Document No. 202106037786, in the Official Public Records of Comal County, Texas. Said 0.908 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 ½" iron rod with a yellow cap marked "Pape-Dawson" found for the westernmost south corner of Lot 1, Block 79, Mayfair – Parcel E-9MF recorded in Document No. 202306002608 in the Map and Plat Records of Comal County, Texas, from which the easternmost south corner of said Lot 1 bears southeasterly, along a curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", and chord bearing and distance of South 89°37'40" East, 21.21 feet for and arc length of 23.56 feet;

THENCE: South 45°22'20" West, over and across said 778.313 acre tract, a distance of 12.00 feet to the POINT OF BEGINNING and the north corner of this easement;

THENCE: Continuing over and across said 778.313 acre tract, the following bearings and distances:

South 44°37'40" East, a distance of 247.94 feet to a corner of this easement;

Southeasterly, along a tangent curve to the left, said curve having a radius of 90.00 feet, a central angle of 36°17'51", a chord bearing and distance of South 62°46'35" East, 56.07 feet, for an arc length of 57.02 feet to a corner of this easement;

South 80°55'31" East, a distance of 357.18 feet to the east corner of this easement;

South 45°22'20" West, a distance of 74.45 feet to a north line of the 20.900 acre tract described in Document No. 202106037785 in said Official Public Records, for the south corner of this easement, from which a ½" iron rod with a yellow cap marked "Pape-Dawson" found for a corner of said 20.900 acre tract bears South 80°55'31" East, a distance of 2.93 feet;

THENCE: North 80°55'31" West, with the north line of said 20.900 acre tract, a distance of 313.11 feet to a corner of this easement, from which a ½" iron rod with a yellow cap marked "Pape-Dawson" found for a corner of said 20.900 acre tract bears North 80°55'31" West, a distance of 101.30 feet;

THENCE: Departing the north line of said 20.900 acre tract, over and across said 778.313 acre tract, the following bearings and distances:

EXHIBIT "E" – Access and Utility Easement Property
Page 2 of 3

Northwesterly, along a tangent curve to the right, said curve having a radius of 150.00 feet, a central angle of $36^{\circ}17'51''$, a chord bearing and distance of North $62^{\circ}46'35''$ West, 93.45 feet, for an arc length of 95.03 feet to a corner of this easement;

North $44^{\circ}37'40''$ West, a distance of 247.94 feet to west corner of this easement;

North $45^{\circ}22'20''$ East, a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.908 of an acre in Comal County, Texas. Said easement being described in conjunction with an exhibit prepared under job number 39012-24 by Pape-Dawson Engineers.

(Depicted on the following page)

EXHIBIT "E" – Access and Utility Easement Property
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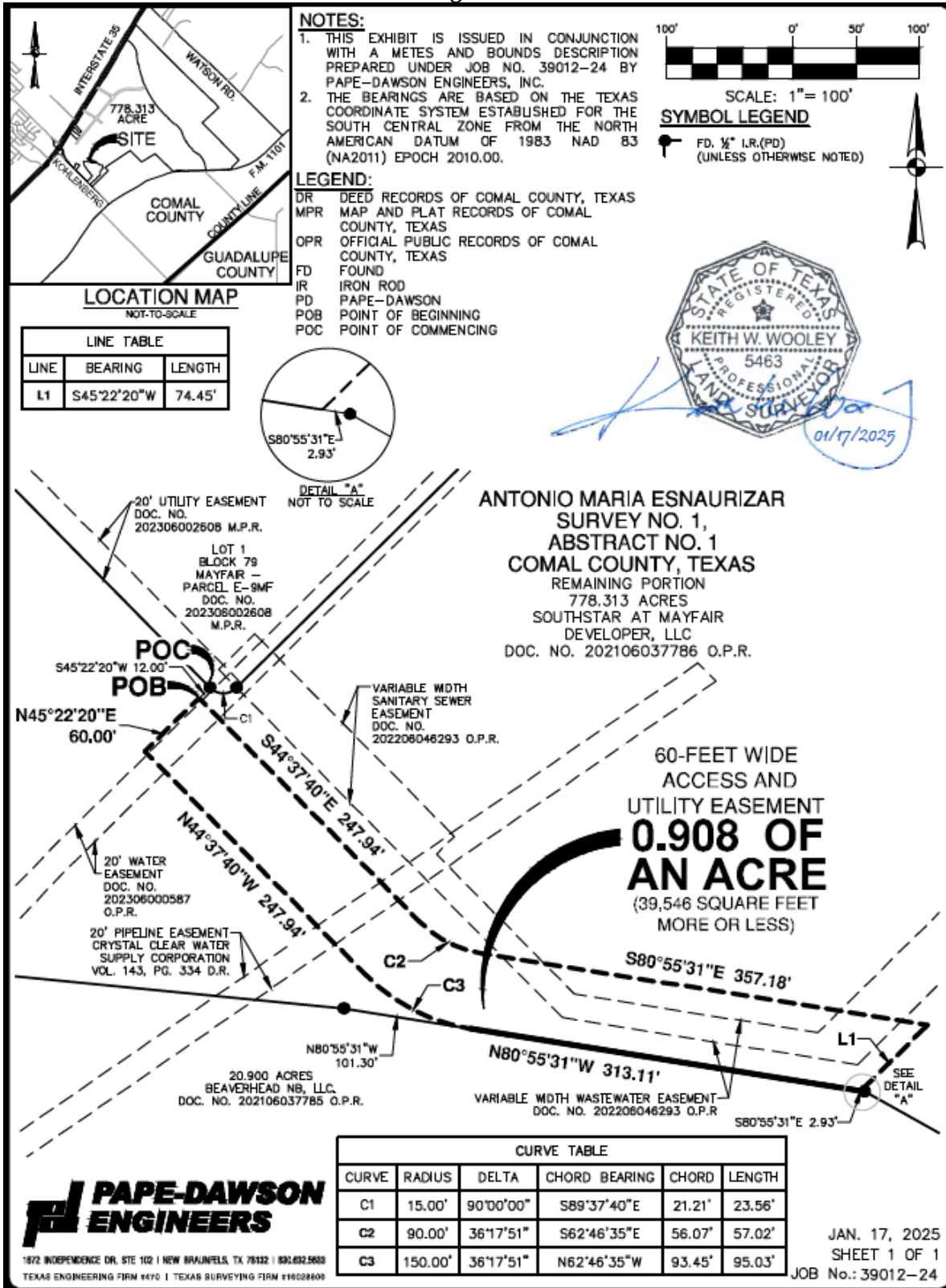


EXHIBIT “F” – Permitted Exceptions

1. Restriction in Document No. 202506023613, of the Official Public Records of Comal County, Texas
2. Subject to York Creek Improvement District
3. Subject to Comal County Water Improvement District No. 3A and 3B
4. Easement granted to New Braunfels Utilities, dated October 19, 2022, recorded in Document No. 202206046293 of the Official Public Records of Comal County, Texas
5. Reservation of all oil, gas, groundwater, sulphur and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, contained in deed dated July 15, 2021, from the State of Texas for the use and benefit of the Permanent School Fund, to SouthStar at Mayfair, LLC, and recorded in Document No. 202106037784, of the Official Public Records of Comal County, Texas
6. Terms, conditions and stipulations of that certain Certificate for Order recorded in Document No. 202206050289, Official Public Records of Comal County, Texas
7. Terms, conditions and stipulations of that certain Utility Construction Cost Sharing Agreement recorded in Document No. 202206006599, and First Amendment to Utility Construction Cost Sharing Agreement recorded in Document No. 202306016603, Official Public Records of Comal County, Texas, and Amended and Restated Utility Construction Cost Sharing Agreement recorded in Document No. 202406002727, Official Public Records of Comal County, Texas, and Second Amended and Restated Utility Construction Cost Sharing Agreement recorded in Document No. 202406031461, Official Public Records of Comal County, Texas and Third Amended and Restated Utility Construction Cost Sharing Agreement recorded in Document No. 202606019726, Official Public Records of Comal County, Texas
8. Terms, conditions and stipulations of that certain Certificate of Order recorded in Document No. 202406006870, Official Public Records of Comal County, Texas
9. Terms, conditions and stipulations of that certain First Amended and Restated Development Agreement recorded in Document No. 202406013596, Official Public Records of Comal County, Texas.
10. Terms and conditions contained in Access and Utility Easement, executed by Southstar at Mayfair Developer, LLC to New Braunfels Utilities, dated November 13, 2025, recorded November 13, 2025, in Document No. 202506036386, of the Official Public Records of Comal County, Texas.