

DEVELOPMENT AGREEMENT ADDENDUM

This DEVELOPMENT AGREEMENT ADDENDUM (“Addendum”) is entered into effective as of the ____ day of _____, 2022, by and between the City of Schertz, Texas, a Texas Municipal Corporation (“City”) and the Wiederstein Trust Fund (“Owner”). The City and the Owner may be individually referred to herein as “Party” or collectively as the “Parties”.

WHEREAS, the Owner owns approximately 165.410 acres located northwest of Trainer Hale Road within the City of Schertz Extraterritorial Jurisdiction (“Property”), as further described in **Exhibit “A”**; and

WHEREAS, on August 9, 2011 the City and the Owner entered into a Development Agreement (“2011 Agreement”) pursuant to Texas Local Government Code Sections 43.035(b)(1) and 212.172, and recorded as Document #20110157662 in the Official Public Records of Bexar County; and

WHEREAS, effective March 23, 2021, the 2011 Agreement was extended in Document #20210108026 of the Official Public Records of Bexar County (“Extension”), and it remains in full force and effect; and

WHEREAS, the Owner is under contract to sell the Property to a developer for the creation of a master-planned single-family residential community, including residential lots, street and utility improvements, community amenities, open space, and park space (the “Project”); and

WHEREAS, pursuant to the 2011 Agreement and the Extension (referred to herein individually, or collectively as the Development Agreement”), if development is planned for the Property, the Development Agreement shall serve as a voluntary annexation petition by the Owner; and

WHEREAS, based on the Project plans and the terms of the Development Agreement, the City has initiated annexation proceedings for the Property; and

WHEREAS, to promote consistent future planning and development of the Property, and in support of larger residential lots, the City is agreeable to approving on-site sewer facilities (“OSSF”) for single-family residential lots that are one-half acre or greater in size and located outside of the City’s sewer certificate of convenience and necessity (“CCN”) area; and

WHEREAS, approximately 46 acres of the Property are located outside of the City’s CCN and are proposed for development as a minimum one-half acre lots serviced by OSSF (“OSSF Area”), as further shown in the attached **Exhibit “B”**; and

WHEREAS, in recognition of the mutual benefits to be derived from the controlled and planned development of the Property, Developer and City desire to enter into this Addendum to evidence their agreement; and

WHEREAS, the City of Schertz City Council authorized and approved this Addendum at a regularly scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances of the City on _____, 2022; and

NOW THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

I. Addendum

Section 1.1. Existing Agreement. The 2011 Agreement and the Extension shall remain in full force and effect in accordance with the terms therein. This Addendum is intended to supplement the 2011 Agreement and the Extension. In the event of a conflict, the terms of this Addendum shall control.

Section 1.2. City Consent for On-Site Sewage Facilities. Through this Addendum, the City hereby approves the use of OSSF for the treatment and disposal of wastewater for the OSSF Area in accordance with the standards of City of Schertz Unified Development Code Section 21.15.3(E). The use of OSSF is restricted to any residential lot that is a half-acre in size or greater. The installation of any OSSF on the Property shall occur at the time of development, and the design and installation shall be consistent with all City, County, and State regulations applicable to the OSSF. The OSSF Area is approximate acreage and may increase or decrease in size; however, the OSSF authorization is limited to the portion of the Property outside of the City's CCN.

II. General Terms

Section 2.1. Covenant Running With the Land. This Addendum shall be recorded in the Official Property Records of Bexar County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns. The terms and conditions of this Addendum shall survive the termination of the 2011 Agreement and the Extension and shall inure to the benefit of the Property.

Section 2.2. Provisions Severable. If a court of competent jurisdiction determines that any covenant of this Addendum is void or unenforceable, then the remainder of this Addendum shall remain in full force and effect.

Section 2.3. Enforcement. This Addendum may be enforced by the Owner, including successors and assigns, or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Addendum thereafter.

Section 2.4. Governmental Powers. It is understood that by execution of this Addendum, the City does not waive or surrender any of its governmental powers.

Section 2.5. Modification of Addendum. This Addendum cannot be modified or amended without the written consent of the Parties hereto and attached and made a part of this Addendum.

Section 2.6. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas or the United States District Court for the Western District of Texas, San Antonio Division and construed in conformity with the provisions of the Texas Local Government Code. In the event that a Party initiates a cause of action in court, the prevailing party shall be entitled to reasonable and necessary attorney's fees and costs of court.

EXECUTED to this ____ day of _____, 2022.

SIGNATURE PAGES TO FOLLOW

CITY:

The City of Schertz,
a Texas Municipal Corporation.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2022,
by _____, the _____ of the City of Schertz, on behalf of
said City.

Notary Public, State of Texas

OWNER:

Wiederstein Trust Fund

David Wiederstein, co-trustee

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by David Wiederstein, co-trustee of the Wiederstein Trust Fund, who acknowledged that he is authorized to execute this document on its behalf.

Notary Public, State of Texas

OWNER:

Wiederstein Trust Fund

Vickie McDaniel, co-trustee

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Vickie McDaniel, co-trustee of the Wiederstein Trust Fund, who acknowledged that she is authorized to execute this document on its behalf.

Notary Public, State of Texas

OWNER:

Wiederstein Trust Fund

Diane Hunter, co-trustee

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Diane Hunter, co-trustee of the Wiederstein Trust Fund, who acknowledged that she is authorized to execute this document on its behalf.

Notary Public, State of Texas

OWNER:

Wiederstein Trust Fund

Rebecca Robertson, co-trustee

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by Rebecca Robertson, co-trustee of the Wiederstein Trust Fund, who acknowledged that she is authorized to execute this document on its behalf.

Notary Public, State of Texas

EXHIBIT A The Property



METES AND BOUNDS DESCRIPTION FOR

A 165.410 acre, or 7,205,273 square feet more or less, tract of land out of that remaining portion of a 188.68 acre tract conveyed to Wiederstein Trust Fund, in deed recorded in Document No. 20160103970, of the Official Public Records of Bexar County, Texas, out of the J. Diaz Survey No. 66, Abstract No. 187, County Block 5059, of Bexar County, Texas. Said 165.410 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 point on the north right-of-way line of Trainer Hale Road, at the southeast corner of a called 78.146 acre tract conveyed to Valerie Hartmann & Brian Beutnagel in Document No. 20180200199 of the Official Public Records of Bexar County, Texas, and at the southwest corner of a 68.146 acre tract conveyed to Charles Luensmann in deed recorded in Volume 10175, Page 534 of said Official Public Records;

THENCE: N 30°26'31" W, departing said north right-of-way line, along and with the east line of said called 78.146 acre tract, same being the west line of called 68.146 acre tract, a distance of 2048.18 feet to a found ½" iron rod on the south line of said remainder of 188.68 acres and to the POINT OF BEGINNING of the herein described tract;

THENCE: S 59°43'43" W, along and with the south line of said remainder of 188.68 acres, same being the north line of said called 78.146 acre tract, a distance of 1676.34 feet to a found ½" iron rod at the northwest corner of said called 78.146 acre tract, same being the northeast corner of a called 144 acre tract, conveyed to Brycap Commercial Properties, LLC, in deed recorded in Volume 13921, Page 157, and in deed recorded in Volume 13921, Page 132, of the Official Public Records;

THENCE: S 59°31'01" W, along and with the south line of said remainder of 188.68 acres, same being the north line of said called 144 acre tract, a distance of 1485.72 feet to an iron fence post at the southwest corner of said called 188.68 acres, same being the southeast corner of a called 17.27 acre tract conveyed to Daniel O. Corrigan, in deed recorded in Volume 15676, Page 2488 of said Official Public Records;

THENCE: Along and with the east line of said called 17.27 acre tract, same being west line of said remainder of a 188.68 acre tract, the following bearings and distances:

N 31°26'12" W, a distance of 1084.60 feet to a fence post;

N 73°14'37" W, a distance of 373.67 feet to a fence post;

S 81°06'40" W, a distance of 329.41 feet to a fence post at the southwest corner of said called 188.68 acre tract and northwest corner of said 17.27 acre tract, both lying on the east line of Lot 17, conveyed to Thomas H. Williams in deed recorded in Volume 10847, Page 1809, of said Official Public Records;

THENCE: N 30°17'07" W, along and with the west line of said called 188.68 acre tract and the east lines of said Lot 17, east line of Lot 19, conveyed to Anthony Heyden in deed recorded in Volume 17890, Page 2269 of said Official Public Records and the east line of Lot 20A, Lot 20B, and Lot 20C conveyed to Rachel Escobedo recorded in Volume 15465, Page 1129 of said Official Public Records, a distance of 789.47 feet to an iron fence post at the northwest corner of said called 188.68 acre tract, the east line of Lot 20A, Lot 20B, and Lot 20C, and the southwest corner of a 10.126 acre tract conveyed to Krickhahn ETC. Enterprises, LLC, in deed recorded in Volume 11319, Page 762 of said Official Public Records;

THENCE: N 59°30'44" E, along and with the north line of said remainder of a 188.68 acre tract, same being the south line of said 10.126 acre tract, a common line, a distance of 3167.68 feet to a found ½" iron rod at the northeast corner of said remainder of 188.68 acres, on the west line of a 42.116 acre tract, conveyed to Alvin Krueger Melvin, in deed recorded in Volume 16034, Page 1089, of said Official Public Records;

THENCE: S 32°16'11" E, along and with said west line, a distance of 20.32 feet to a found ½" iron rod with an aluminum cap at the northeast corner of a remainder of 5.767 acre tract, conveyed to Betty Jean Wiederstein, recorded in Volume 17890, Page 2269, and in Volume 5261, Page 231, both of said Official Public Records;

THENCE: S 56°09'27" W, along and with the north line of said remainder of 5.767 acres, a distance of feet, to a point at the northeast corner of a 1.393 acre tract conveyed to Hoover Edwards, in deed recorded in Volume 8227, Page 351, of said Official Public Records, for a total distance of 278.34 feet to a found ½" iron rod at the northwest corner of said 1.393 acre tract;

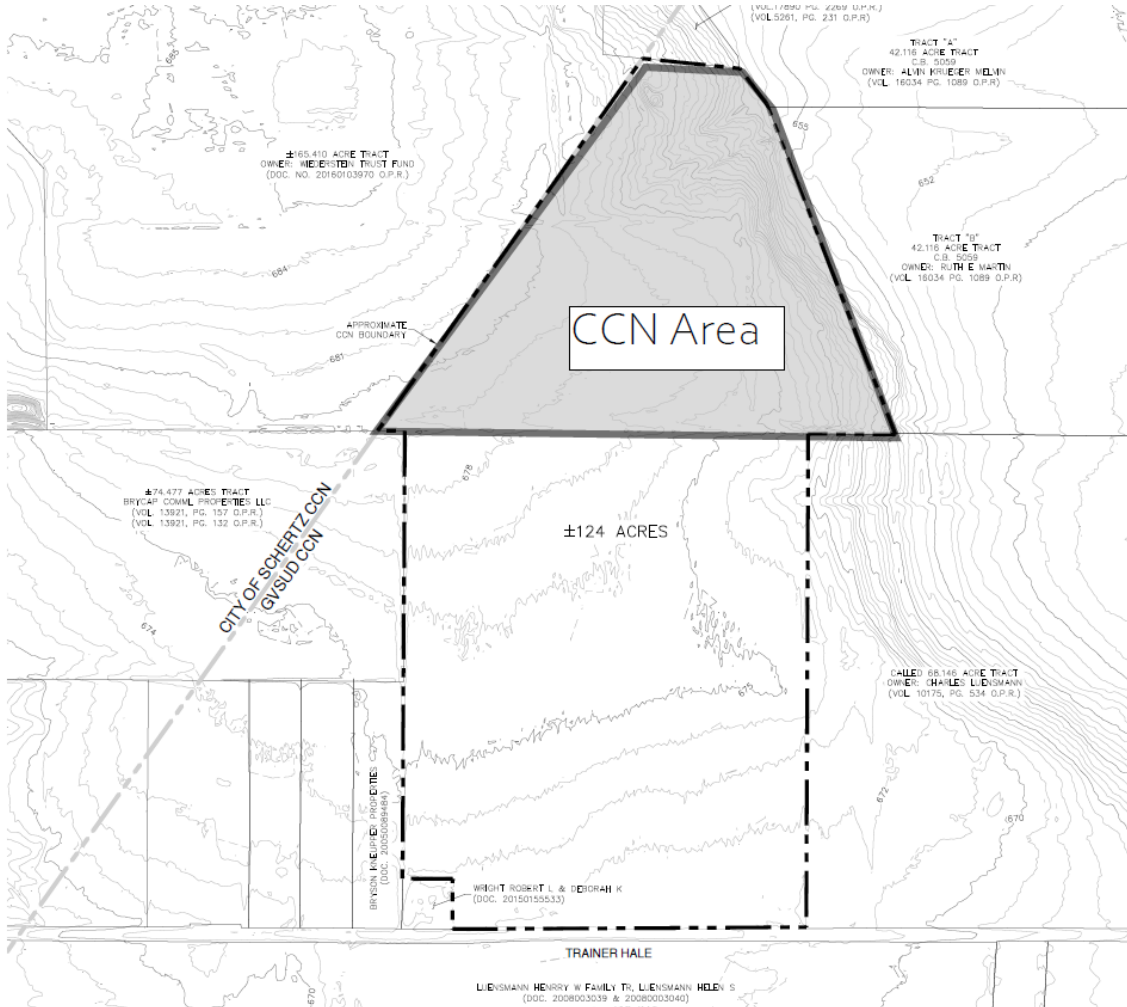
THENCE: S 29°23'13" E, along and with an east line of said called 188.68 acre tract and the west line of said 1.393 acre tract, a distance of 321.87 feet to a found ½" iron rod at the southwest corner of said 1.393 acre tract, same being an interior corner of said remainder of 5.767 acre tract;

- THENCE: S 29°25'41" E, along and with the east line of said remainder of 5.767 acre tract, a distance of 346.13 feet to a found ½" iron rod;
- THENCE: N 65°12'00" E, along and with a north line of said called 188.68 acre tract, the south line of said remainder of 5.767 acre tract, a distance of 572.69 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson" at a north corner of said called 188.68 acre tract, the southeast corner of said remainder of a 5.767 acre tract, on the southwest line of said 42.116 acre tract;
- THENCE: S 68°03'04" E, along and with said southwest line, a distance of 183.77 feet to a found ½" iron rod at the southwest corner of said 42.116 acre tract, same being a northwest corner of Tract "B", conveyed to Ruth E. Martin in deed recorded in Volume 16034, Page 1089 of said Official Public Records;
- THENCE: S 51°58'59" E, along and with the east line of said called 188.68 acre tract the west line of said Tract "B", a distance of 1473.61 feet to a found ½" iron rod on the north line of said called 68.146 acre tract;
- THENCE: S 59°49'51" W, along and with said north line, a distance of 362.56 feet to the POINT OF BEGINNING and containing 165.410 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 30037-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 2022
JOB NO. 30037-00
DOC. ID. N:\CIVIL\30037-00\Word\30037-00 165.423AC.docx



EXHIBIT B CCN AREA



DEVELOPMENT AGREEMENT ADDENDUM

This DEVELOPMENT AGREEMENT ADDENDUM (“Addendum”) is entered into effective as of the ____ day of _____, 2022, by and between the City of Schertz, Texas, a Texas Municipal Corporation (“City”) and Brian Beutnagel and Valerie Hartmann (collectively, the “Owners”). The City and the Owners may be individually referred to herein as “Party” or collectively as the “Parties”.

WHEREAS, the Owners own approximately 78.146 acres located on Trainer Hale Road within the City of Schertz Extraterritorial Jurisdiction (“Property”), as further described in **Exhibit “A”**; and

WHEREAS, on August 9, 2011 the City and the predecessors to the Owners entered into a Development Agreement (“2011 Agreement”) pursuant to Texas Local Government Code Sections 43.035(b)(1) and 212.172, and recorded as Document #20110157664 in the Official Public Records of Bexar County; and

WHEREAS, effective March 23, 2021, the 2011 Agreement was extended in Document #20210108025 of the Official Public Records of Bexar County (“Extension”), and it remains in full force and effect; and

WHEREAS, the Owners are under contract to sell the Property to a developer for the creation of a master-planned single-family residential community, including residential lots, street and utility improvements, community amenities, open space, and park space (the “Project”); and

WHEREAS, pursuant to the 2011 Agreement and the Extension (referred to herein individually or collectively the Development Agreement”), if development is planned for the Property, the Development Agreement shall serve as a voluntary annexation petition by the Owners; and

WHEREAS, based on the Project plans and the terms of the Development Agreement, the City has initiated annexation proceedings for the Property; and

WHEREAS, to promote consistent future planning and development of the Property, and in support of larger residential lots, the City is agreeable to approving on-site sewer facilities (“OSSF”) for single-family residential lots that are one-half acre or greater in size and located outside of the City’s sewer certificate of convenience and necessity (“CCN”) area; and

WHEREAS, approximately 78.146 acres of the Property are located outside of the City’s CCN and are proposed for development as a minimum one-half acre lots serviced by OSSF (“OSSF Area”), as further shown in the attached Exhibit “B”; and

WHEREAS, in recognition of the mutual benefits to be derived from the controlled and planned development of the Property, Developer and City desire to enter into this Addendum to evidence their agreement; and

WHEREAS, the City of Schertz City Council authorized and approved this Addendum at a regularly scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances of the City on _____, 2022; and

NOW THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

I. Addendum

Section 1.1. Existing Agreement. The 2011 Agreement and the Extension shall remain in full force and effect in accordance with the terms therein. This Addendum is intended to supplement the 2011 Agreement and the Extension. In the event of a conflict, the terms of this Addendum shall control.

Section 1.2. City Consent for On-Site Sewage Facilities. Through this Addendum, the City hereby approves the use of OSSF for the treatment and disposal of wastewater for the Property in accordance with the standards of City of Schertz Unified Development Code Section 21.15.3(E). The use of OSSF is restricted to any residential lot that is a half-acre in size or greater. The installation of any OSSF on the Property shall occur at the time of development, and the design and installation shall be consistent with all City, County, and State regulations applicable to the OSSF.

II. General Terms

Section 2.1. Covenant Running With the Land. This Addendum shall be recorded in the Official Property Records of Bexar County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns. The terms and conditions of this Addendum shall survive the termination of the 2011 Agreement and the Extension and shall inure to the benefit of the Property.

Section 2.2. Provisions Severable. If a court of competent jurisdiction determines that any covenant of this Addendum is void or unenforceable, then the remainder of this Addendum shall remain in full force and effect.

Section 2.3. Enforcement. This Addendum may be enforced by the Owners, including successors and assigns, or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Addendum thereafter.

Section 2.4. Governmental Powers. It is understood that by execution of this Addendum, the City does not waive or surrender any of its governmental powers.

Section 2.5. Modification of Addendum. This Addendum cannot be modified or amended without the written consent of the Parties hereto and attached and made a part of this Addendum.

Section 2.6. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas or the United States District Court for the Western District of Texas, San Antonio Division and construed in conformity with the provisions of the Texas Local Government Code. In the event that a Party initiates a cause of action in court, the prevailing party shall be entitled to reasonable and necessary attorney's fees and costs of court.

EXECUTED to this ____ day of _____, 2022.

SIGNATURE PAGES TO FOLLOW

CITY:

The City of Schertz,
a Texas Municipal Corporation.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2022,
by _____, the _____ of the City of Schertz, on behalf of
said City.

Notary Public, State of Texas

OWNER:

Brian Buetnagel

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2022,
by Brian Beutnagel.

Notary Public, State of Texas

OWNER:

Valerie Hartmann

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2022,
by Valerie Hartmann.

Notary Public, State of Texas

EXHIBIT A The Property



METES AND BOUNDS DESCRIPTION FOR

A 78.294 acre, or 3,410,508 square feet more or less, tract of land out of all of that called 78.294 acre tract conveyed to Valerie Hartmann & Brian Beutnagel in Document No. 20180200199 of the Official Public Records of Bexar County, Texas, out of the J. Diaz Survey No. 66, Abstract No. 187, County Block 5059, of Bexar County, Texas. Said 78.294 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 found $\frac{1}{2}$ " iron rod with a cap marked "Baker" on the north right-of-way line of Trainer Hale Road, at the southeast corner of said called 78.294 acre tract, and at the southwest corner of a 68.146 acre tract conveyed to Charles Luensmann in deed recorded in Volume 10175, Page 534 of said Official Public Records;

THENCE: S 59°01'17" W, along and with said north right-of-way line, a distance of 1470.42 feet to a found $\frac{1}{2}$ " iron rod at a southwest corner of said called 78.294 acre tract, same being the southeast corner of a 1.00 acre tract conveyed to Robert L. & Deborah K Wright, in deed recorded in Volume 17409, Page 1329 of said Official Public Records;

THENCE: N 30°26'46" W, along and with a west line of said called 78.294 acre tract, same being the east line of said 1.00 acre tract, a distance of 208.38 feet to a found $\frac{1}{2}$ " iron rod at an interior corner of said called 78.294 acre tract, same being the northeast corner of said 1.00 acre tract;

THENCE: S 59°41'08" W, along and with the north line of said 1.00 acre tract, same being a south line of said 78.294 acre tract, a distance of 208.48 feet to a found $\frac{1}{2}$ " iron rod at a southwest corner of said called 78.294 acre tract, same being the northwest corner of said 1.00 acre tract, on the east line of a remainder of 5.000 acre tract conveyed to Bryson Kneupper Properties in deed recorded in Volume 11355, Page 2475, of said Official Public Records of Bexar;

THENCE: N 30°24'26" W, along and with the west line of said 78.294 acre tract, same being the east line of said 5.000 acre tract, a common line, a distance of 817.93 feet to a found $\frac{1}{2}$ " iron rod at the northeast corner of said remainder of 5.000 acre tract, at the southeast corner of a called 144 acre tract conveyed to Brycap Commercial Properties LLC, in deed recorded in Volume 13921, Page 157, and Volume 13921, Page 132, both of said Official Public Records;

Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 210-375-9000 address: 2000 NW LOOP 410 SAN ANTONIO, TX 78213 website: PAPE-DAWSON.COM
San Antonio | Austin | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028800

- THENCE: N 30°19'51" W, along and with the east line of said called 144 acre tract, same begin the west line of said called 78.294 acre tract, a distance of 1040.16 feet to a found ½" iron rod at the northwest corner of said 78.294 acre tract, same being a northeast corner of said called 144 acre tract, on the south line of a remainder of 188.68 acre tract conveyed to Wiederstein Trust Fund in deed recorded in Document No. 20160103970 of said Official Public Records;
- THENCE: N 59°43'43" E, along and with the north line of said 78.294 acre tract, a distance of 1676.34 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson" at the northeast corner of said called 78.294 acre tract, at the northwest corner of said 68.146 acre tract;
- THENCE: S 30°26'31" E, along and with the east line of said called 68.146 acre tract, same being the west line of said 68.146 acre tract, a distance of 2048.18 feet to the POINT OF BEGINNING and containing 78.294 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 30037-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: April 2022
JOB NO. 30037-00
DOC. ID. N:\CIVIL\30037-00\Word\30037-00 78.294AC.docx



Exhibit B CCN Area

