

**RESOLUTION NO. 24-R-74**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE APPROVAL OF DEVELOPMENT AGREEMENTS WITH WESLEY H. RUMPF, CHAD RUSSELL BRADY AND AMANDA BRADY, FOR APPROXIMATELY 44 ACRES OF LAND IN RELATION TO ANNEXATION, EXTRATERRITORIAL JURISDICTION STATUS, DEVELOPMENT REGULATIONS AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City staff of the City of Schertz (the “City”) has been approached by Wesley H. Rumpf, Chad Russell Brady and Amanda Brady Owner(s)”) to enter into Development Agreements in relation to annexation, extraterritorial jurisdiction status in relation to approximately 44 acres; and

**WHEREAS**, Texas Local Government Code Section 212 allows the City to enter into an agreement with an owner of land that is located in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, the exhibit A is attached illustrating the approximately 44 acres that are identified within this resolution; and

**WHEREAS**, the City staff has recommended that a development agreement in relation to annexation, extraterritorial jurisdiction status, development regulations and other matters in connection as outlined within the Development Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a Development Agreement with Wesley H. Rumpf, Chad Russell Brady and Amanda Brady (Owner(s)) generally per the attached Exhibit B, subject to changes approved by the City Manager and City Attorney.

Section 2. The recitals contained in the preamble hereof are hereby 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 City Council.

Section 3. 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. 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 City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. 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 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Sheila Edmondson, City Secretary

**Exhibit "A"**  
**The Subject Properties**

**Exhibit A**



Last Update: June 26, 2024

City of Schertz, GIS Department, gis@schertz.com

The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

**City of Schertz**  
Bexar County  
Property ID's  
309807 & 309814



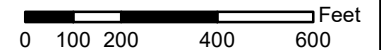
Project Area



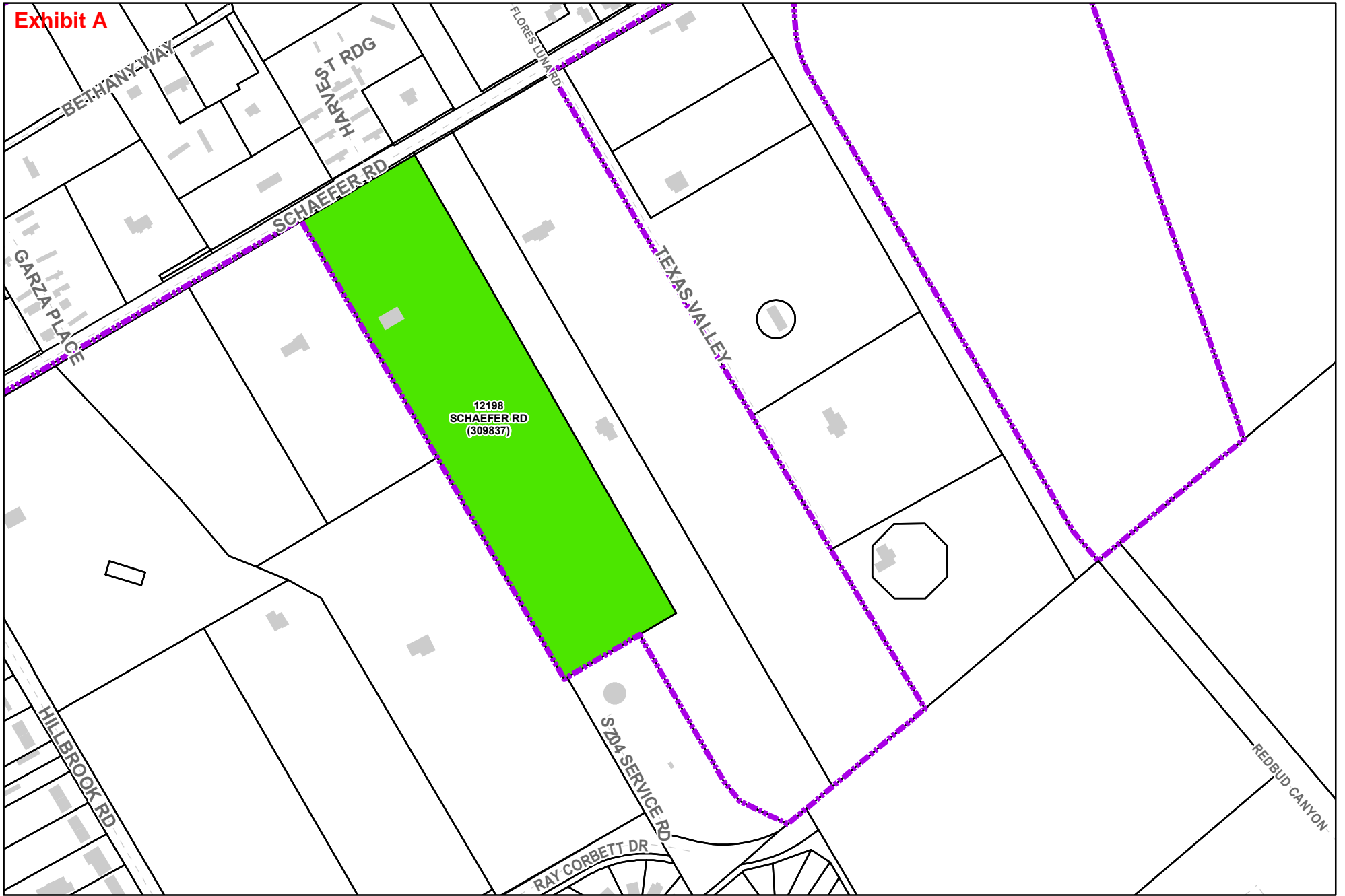
City Limit Boundary



200' Buffer



**Exhibit A**



Last Update: June 26, 2024

City of Schertz, GIS Department, gis@schertz.com

The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

City of Schertz  
Bexar County  
Property ID  
309837



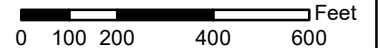
Project Area



City Limit Boundary



200' Buffer



**Exhibit "B"**  
**Development Agreement**

STATE OF TEXAS §  
COUNTY OF BEXAR §

CITY OF SCHERTZ  
DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the **CITY OF SCHERTZ**, Texas, a Texas Municipal Corporation (“City”) and **WESLEY H. RUMPF** and **CHAD RUSSELL BRADY and AMANDA BRADY** (collectively, the “Owners”). The City and the Owners may be individually referred to herein as “Party” or collectively as the “Parties”.

**WHEREAS**, Wesley H. Rumpf owns approximately 28.901 acres (“Rumpf Property”) located on the south side of Schaefer Road, approximately 3,500 feet east of FM 1518, more particularly described and Bexar County Appraisal District Identification Numbers 309807 & 309814, within the Extraterritorial Jurisdiction of the City of Schertz, Bexar County (“County”), Texas, as further described in **Exhibit “A”**, which is attached hereto and incorporated herein for all purposes; and

**WHEREAS**, Chad Russell Brady and Amanda Brady own approximately 14.932 acres (“Brady Property”) located adjacent to the Rumpf Property, more particularly described and Bexar County Appraisal District Identification Number 309837, within the Extraterritorial Jurisdiction of the City of Schertz, Bexar County (“County”), Texas, as further described in **Exhibit “B”**, which is attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the Rumpf Property and the Brady Property (collectively, the “Properties”) are to be developed as a residential community including associated infrastructure and other public improvements (as further described herein, the “Project”); and

**WHEREAS**, the Owners are requesting to utilize capacity in the Saddlebrook lift station, the pro-rata of which has been paid for by the City of Schertz and is assigned to and controlled by the City of Schertz; and

**WHEREAS**, the City’s Master Thoroughfare Plan includes future roadways through the Properties, which support connectivity and future development within the City; and

**WHEREAS**, the City has determined that the annexation and development of the Properties in accordance with the terms herein provided will benefit the City; and

**WHEREAS**, in exchange for utility service and other commitments outlined in this Agreement, the Owners have agreed to dedicate right-of-way to the City and to voluntary, full purpose annexation of the Properties following completion of the Project, which will thereafter to be included into the City’s corporate limits; and

**WHEREAS**, necessary police, public safety, and other municipal utility services will be provided to the Properties for the Project as herein described; and

**WHEREAS**, The City enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State of Texas, including (particularly) Article III, Section 52-a of the Texas Constitution, Subchapter G of Chapter 212, and the Authorizing Ordinance.

**WHEREAS**, the City Council has found that development of the Properties in compliance with this Agreement will serve a public purpose and benefit the City and is in the best interests of the residents of the City; and

**WHEREAS**, in recognition of the mutual benefits to be derived from the controlled and planned development of the Properties, the Owners and City desire to enter into this Agreement to evidence the terms of their mutual agreement; and

**WHEREAS**, the City of Schertz City Council authorized and approved this Agreement 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 \_\_\_\_\_, 2024.

**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. GENERAL TERMS AND CONDITIONS**

**1.01 Agreement.** The Owners agree that the Properties shall be annexed into the City immediately following completion of the Project, as further defined in Section 1.02 herein.

**1.02 Completion of the Project.** The Project shall be deemed complete (“Project Completion”) when all infrastructure improvements have been properly and completely platted, permitted, and constructed, as outlined in this Agreement, and when a residential structure has been properly and completely permitted and constructed on each individual platted lot, as outlined in this Agreement.

**1.03 Zoning.** The Owners acknowledge and agree that the City may zone the Properties in a manner consistent with the uses hereunder contemplated, but this Agreement does not constitute a contract for specific zoning.

**1.04 Application Procedures.** Development of the Properties shall be governed by the following:

**1.04.1 Plat Approval & Building Review.** The Parties agree that the Properties shall be platted through the County and in accordance with County standards, provided however, water, sewer, and street shall be designed in accordance with City standards as of the Effective Date. Building construction shall be in accordance with City building standards, provided however, building approvals shall be in accordance with Section 1.04.04 herein.

**1.04.2 Development of the Property.** Development of the Properties shall be consistent with the following standards o:

- Minimum lot size shall be 5,000 square feet.
- Minimum lot width shall be 45 feet wide.
- Minimum lot depth shall be 110 feet deep.
- Minimum side yard setbacks shall be 7.5 feet and no fences are allowed between the front yard and rear corner of the primary structure and A/C units are only allowed in the side yard if there is no A/U unit in the adjacent side yard.
- Minimum front setbacks shall be 25 feet.
- Minimum rear yard setbacks shall be 10 feet.
- Irregular-shaped lots may have modified lot dimensions subject to County approval.
- Openings on the side of the primary structure are limited to windows.
- Impervious cover is 60% per platted lot.
- Minimum off-street parking spaces shall be two (2) spaces.
- Maximum building height shall be 35 feet.

**1.04.3 Parkland Dedication.** Parkland dedication requirements of UDC Section 21.9.10 shall apply and may be fully satisfied, and not be capped at 50% satisfied by providing publicly accessible private parkland owned and maintained by a homeowners' association ("HOA") and no additional parkland dedication to the City shall be required.

**1.04.4 Review & Inspections.** Inspections of infrastructure and buildings shall be performed in accordance with this section.

**1.04.4.1 Environmental & Erosion Control.** All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected biweekly by a qualified, third-party engineering inspector, as approved by the City. Such inspection results shall be provided to the City following each inspection.

**1.04.4.1.1** For purposes of this section, the term construction shall include all phases of development, from the movement of dirt for infrastructure to final approval.

**1.04.4.2 Building Inspections.** Construction of new single-family homes and related structures and improvements (such as pools, driveways, and sheds) shall be constructed in accordance with City building standards as of the Effective Date, provided however, building inspections and approvals shall be conducted by a qualified, third-party inspection service, as approved by the City and shall be consistent with City inspection practices. Approved inspections for each single-family residence shall be submitted to the City prior to home occupation.

**1.04.4.3** The City shall provide inspection of all public improvements.

1.04.4.4 Cost for inspections shall be the responsibility of the Owners.

## **1.05 Public Facilities Schedule & Financing.**

**1.05.1** The City hereby agrees to provide the following:

**1.05.1.1** Connection to City utilities and confirmation of capacity to serve the Project (“Capacity”).

**1.05.1.2** With this Agreement the City agrees to assign and/or allocate up to 250 LUE in water capacity and service. Owner shall pay the City the cost per LUE at the time of the Owner’s, or Owner’s agent’s, formal request for water meter installation per lot. The cost of each LUE shall be the fee as of the date of plat recordation.

**1.05.1.3** With this Agreement the City agrees to assign and/or allocate 250 LUE in sewer capacity and service from the Saddlebrook lift station. Owner shall pay the City the cost per LUE at the time of the Owner’s, or Owner’s agent’s, formal request for sewer line connection installation per lot. The LUEs in sewer capacity may not be assigned to another property. The cost of each LUE shall be the fee as of the date of plat recordation.

**1.05.2 Roadway Impact Fees.** The owner shall receive credit for the dedication of right-of-way for the FM 3009/Redbud Canyon, as well as Ray Corbett, as per Chapter 78, Article VII Roadway Capital Recovery Fees. Roadway Impact Fees will be due as per Chapter 78, Article VII Roadway Capital Recovery Fees at time of issuance of a water meter. . As a result of the right-of-way dedication and construction described in Section 1.05.4.1 below, roadway impact fees ordinarily assessed by the City shall be waived and not be due for the Project.

**1.05.3 Water and Sewer Impact Fees.** Water and Sewer impact fees shall be paid as applicable.

**1.05.4** The Owners shall be responsible for the payment of all costs associated with the extension and improvements of the infrastructure required to properly serve the development of the Properties and the Project, unless provided otherwise herein. If the City requires the Owner to plan for or construct any infrastructure not required to serve the development of the Property or Project, Owner shall receive credit or payment in accordance with the Code and State law. The Owners hereby agrees to provide the following:

**1.05.4.1 Right of Way Dedication and Road Construction.**

**1.05.4.1.1 FM 3009/Redbud Canyon.** At the time of platting, Wesley H. Rumpf , shall dedicate, or cause to be dedicated, to the City land for the extension of FM 3009/Redbud Canyon, as identified in Exhibit “C”.

**1.05.4.1.2 Ray Corbett Drive.** At the time of platting, Wesley H. Rumpf, shall dedicate, or cause to be dedicated, to the City land for the extension of Ray Corbett Drive. Prior to plat recordation the Owner shall construct or cause to be constructed the full width of Ray Corbett Drive from where it currently exists to the southeast corner of the property if all necessary offsite rights-of-way have been dedicated by January 1, 2025.

**1.06 Annexation.** As consideration for this Agreement the Owners agree to full purpose annexation of the Properties.

**1.07** Concurrent with annexation of the Rumpf Property, the City, with the Owner’s consent, shall initiate a zoning change to establish a zoning district that as closely as possible reflects the terms and conditions of this Agreement. Upon recordation of a plat for all or a portion of the Property, the Owners shall be deemed to have submitted a petition for full-purpose, voluntary annexation to the City for any and all property included within the recorded plat. Upon approval of this Agreement, Owner agrees to full purpose annexation of the Property. A copy of the form of Annexation Petition is attached as Exhibit “D”. If plat recordation of all of the property does not occur within 3 years of the date of approval of this agreement, the Owners shall be deemed to have submitted a petition for full-purpose, voluntary annexation to the City for any and all property and the City may annex the property. With regard to the Brady Property, the City, with the Owner’s consent, shall initiate a rezoning change to establish a zoning district that as closely as possible reflects the terms and conditions of this Agreement.

**1.08 Development Standards.** Following annexation, all City of Schertz codes and ordinances in effect on the date of annexation shall govern. In the event of a conflict between this Agreement and the Schertz Unified Development Code (“UDC”) or the City’s Codes and Ordinances, this Agreement shall control.

**1.09 Term.** The term of this Agreement will commence on the Effective Date and continue for thirty (30) years thereafter (“Initial Term”), unless sooner terminated under this Agreement. After the Initial Term, the Agreement may be extended for a fifteen (15) year period by Owners, with City’s approval, by delivering written notice of such election to the City on or before the expiration of the then-current term.

**1.10 Enforcement and Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

**1.10.1** This Agreement 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 Agreement thereafter.

**1.11 Remedies for Default.** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement or other enforcement remedies the City may possess under its municipal regulatory authority.

**1.11.1** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the passage of ten (10) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

## **II. MISCELLANEOUS PROVISIONS**

**2.01 Covenant Running With the Land.** This Agreement 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 Properties or any part thereof, including their heirs, successors and assigns.

**2.02 Authority, Applicable Rules and Right to Continue Development.**

**2.02.1** This Agreement is entered under the statutory authority of Sections 42.042, 43.0672 and 212.172 of the Texas Local Government Code and pursuant to Section 21.4.10 of the UDC. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

**2.02.2** Execution of this agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245 of the Texas Local Government Code. In addition, the City acknowledges and agrees that (1) the uses and development contemplated in and authorized by this Agreement were planned for the Properties more than ninety (90) days prior to the effective date of this Agreement and, therefore, more than ninety (90) days prior to the effective date of annexation of the Properties, and (2) the Owners have filed a completed application for the initial authorization with the City prior to the institution of any annexation proceedings related to the Properties. As a result of the foregoing sentence,

Section 43.002 of the Texas Local Government Code applies to the uses and development of the Properties contemplated in and authorized by this Agreement.

**2.02.3** In consideration of the Owners' agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Properties, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Properties. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Properties will apply to the Properties if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency, or a moratorium authorized by Subchapter E, Chapter 212 of the Texas Local Government Code.

**2.03 Entire Agreement; Parties in Interest.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be terminated or amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. The Parties agree that any expired or existing development or non-annexation agreements between the City and an owner of all or a portion of the Properties shall be considered expired and/or terminated with no surviving provisions. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

**2.04 Recordation.** Pursuant to the requirements of Section 212.172(f), Texas Local Government Code, this Agreement shall be recorded in the official public records of Bexar County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Properties; and (d) future Owners of all or any portion of the Properties.

**2.04.1** Owners agree that all restrictive covenants for the Properties shall not be inconsistent with the requirements herein. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement shall be recorded in the Bexar County land records to place subsequent purchasers on notice at Owners' expense and Owners shall provide a copy of all such restrictive covenants to the City prior to filing.

**2.05 No Oral or Implied Waiver.** The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any

covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

**2.06 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

**2.07 No Personal Liability.** None of the members of the City Council, nor any officer, agent, or employee of the City, shall be charged personally by the Owners with any liability, or be held liable to the Owners under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

**2.08 Governmental Powers.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

**2.09 Provisions Severable.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**2.10 Exhibits, Headings, and Assumptions.** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**2.11 Force Majeure.** The term "force majeure" as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, devil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.

**2.11.1** If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days

after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**2.12 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in Bexar County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in Bexar County. 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.

**2.13 Notices.** All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. central standard time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

**If to City:** City of Schertz  
Attn: City Manager  
1400 Schertz Pkwy.  
Schertz, Texas 78154

*With a copy to:*

City of Schertz  
Attn: City Attorney  
1400 Schertz Pkwy.  
Schertz, Texas 78154

**If to Owners:** Wesley H. Rumpf  
12250 Schaefer Rd.  
Schertz, Texas 78108

*And*

Chad & Amanda Brady  
12198 Schaefer Rd.  
Schertz, Texas 78108

*With a copy to:*

Killen, Griffin & Farrimond, PLLC  
Ashley Farrimond  
10101 Reunion Place Suite 250  
San Antonio, Texas 78216

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

**EXECUTED** to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

***SIGNATURE PAGES TO FOLLOW***

**CITY:**

**The City of Schertz,**  
a Texas Municipal Corporation.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF BEXAR**               §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Schertz, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNERS:**

**Wesley H. Rumpf**

By: \_\_\_\_\_  
Wesley, H. Rumpf, Owner

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF \_\_\_\_\_**       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ who acknowledged that he is authorized to execute this document.

\_\_\_\_\_  
Notary Public, State of Texas

**Chad Russell Brady**

By: \_\_\_\_\_  
Chad Russell Brady, Owner

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Chad Russell Brady who acknowledged that he is authorized to execute this document.

\_\_\_\_\_  
Notary Public, State of Texas

**Amanda Brady**

By: \_\_\_\_\_  
Amanda Brady, Owner

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Amanda Brady who acknowledged that she is authorized to execute this document.

\_\_\_\_\_  
Notary Public, State of Texas