

RESOLUTION 25-R-077

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH THE SCHERTZ CIBOLO UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT FOR DRAINAGE RIGHT-OF-WAY AND EASEMENT ACQUISITION AND IMPROVEMENT CONSTRUCTION AND AN AGREEMENT WITH THE DEVELOPER OF THE RUMPF PROPERTY FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH DRAINAGE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

WHEREAS, there is a drainage facilities and easements to serve an area of southern Schertz north of the future extension of Ray Corbett Drive; and

WHEREAS, the City of Schertz' Code of Ordinances provides that increased drainage runoff associated with the development of property be accommodated in easements; and

WHEREAS, the Developer of the Rumpf Property is proposing to construct an offsite section drainage channel across the property owned by SCUCISD; and

WHEREAS, SCUCISD has indicated a willingness to sell the needed right-of-way to the City of Schertz in order that it may be constructed; and

WHEREAS, the Developer of the Rumpf Property has requested to pay for the cost of the right-of-way acquisition and construction if the City will acquire it from SCUCISD; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the Agreement with Developer for acquisition of the drainage right-of-way and easements necessary for the construction of the drainage channel and utilities and an agreement with SCUCISD to acquire the necessary drainage right-of-way and easements in order to provide the infrastructure to serve other properties outside of the Rumpf property and the larger community.

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 the agreement with Developer for acquisition of drainage right-of-way and easements needed for the construction of drainage channel and utilities and the associated agreement with SCUCISD, generally in the forms attached as Exhibits "A" and "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resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 ____th day of August, 2025.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(CITY SEAL)

After Recording, Please Return To:
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF COMAL §

IMPROVEMENT AGREEMENT
RUMPF SUBDIVISION – PUBLIC IMPROVEMENTS DRAINAGE RIGHT-OF-
WAY AND UTILITY EASEMENT ACQUISITION REIMBURSEMENT

This IMPROVEMENT AGREEMENT (the “Agreement”) is by and between HIT at Schaefer, LLC, a Texas limited liability company (the “Owner”), and the CITY OF SCHERTZ, a Texas municipal corporation (the “City”), and is effective upon the execution of this Agreement by the Owner and the City (the “Effective Date”).

WHEREAS, the Owner is the owner of that certain real property located in the City of Schertz, Bexar County, Texas, more specifically described on Exhibit “A”, attached hereto and made a part hereof for all purposes (the “Property”);

WHEREAS, the Owner seeks to continue to develop the Property as a single family project (“Subdivision”) and such development requires the construction of certain public improvements; and

WHEREAS, there is a lack of drainage and utility infrastructure in the area of southern Schertz between Schaeffer Road and Lower Seguin Road; and,

WHEREAS, the drainage and utility improvements provide a benefit to the larger area; and

WHEREAS, the Owner agrees to construct the drainage and utility improvements which will benefit the larger area; and

WHEREAS, there is a benefit to having private development construct improvements the adequately convey drainage and extend utilities; and

WHEREAS, the property where the offsite drainage right-of-way and utility easements are proposed to extend is owned by the Schertz Cibolo Universal City Independent School District (“SCUCISD”); and

WHEREAS, the City finds that it is in the best interest of the City to enter into the Agreement with the Owner for acquisition of the drainage right-of-way and utility

easements necessary for the construction of public improvements in order to provide the infrastructure to serve development in the area.

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Parties, the Owner and the City agree as follows:

1. Ownership of the Property. The Owner hereby represents and warrants that, as of the Effective Date, it has not conveyed, assigned, or transferred all or any portion of its interest in the Property to any other person or entity.

2. Acquisition of Drainage Right-of-way and Utility Easements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated to provide for drainage and utility improvements to serve the Subdivision.
- b) The Owner is proposing drainage from the Property be channelized in a drainage easement through property owned by SCUCISD, and that utilities be extended generally along the same route.
- c) Construction of the drainage improvements and utility improvements requires acquisition of offsite drainage rights-of-way and utility easements from SCUCISD. The Owner is proposing to bear the cost of right-of-way and easement acquisition. The Owner has sought the City's assistance in acquiring the offsite drainage rights-of-way and utility easements, as further shown in Exhibit "B" ("ISD Easements"). The Owner agrees to reimburse the City for all reasonable costs associated with acquiring the ISD Easements, including the acquisition price (based on an appraisal), and the cost of the appraisal. . The Owner shall pay the City the amount of the total costs required to acquire the ISD Easements in advance of the City closing on the acquisition. The cost of the appraisal shall be paid upon execution of the Agreement.
- d) The Owner shall obtain a metes and bounds survey of the ISD Easements property.
- e) The Owner shall bear the cost of SCUCISD acquiring an appraisal for the ISD Easements property and constructing a chain link fence.
- f) Prior to moving forward with the actual acquisition of the ISD Easements, and after the appraised value has been provided by SCUCISD, the Owner will provide written notice to the City to proceed with acquisition along, with paying the City the cost to acquire the ISD Easements from SCUCISD.
- g) Upon provision of notice to acquire the ISD Easements as provided above, the Owner shall provide a surety in such form as acceptable to the City for

construction of the drainage channel and utility extension plus an additional 20% and construct the improvements within 3 years.

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property. Owner may assign its interests in this Agreement provided written notice of said assignment is provided to the City.

6. 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 shall be construed together and shall constitute one and the same Agreement.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:

HIT at Schaefer, LLC
1517 E. 27th St.
Brooklyn, NY 11229
Attention: Jay Hillelsohn

With copy to:

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

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in

the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

**Signature Page to
Improvement Agreement**

This Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT "A"

The Property

Legal Metes and Bounds

[See attached]

EXHIBIT "B"

The Right-of-Way

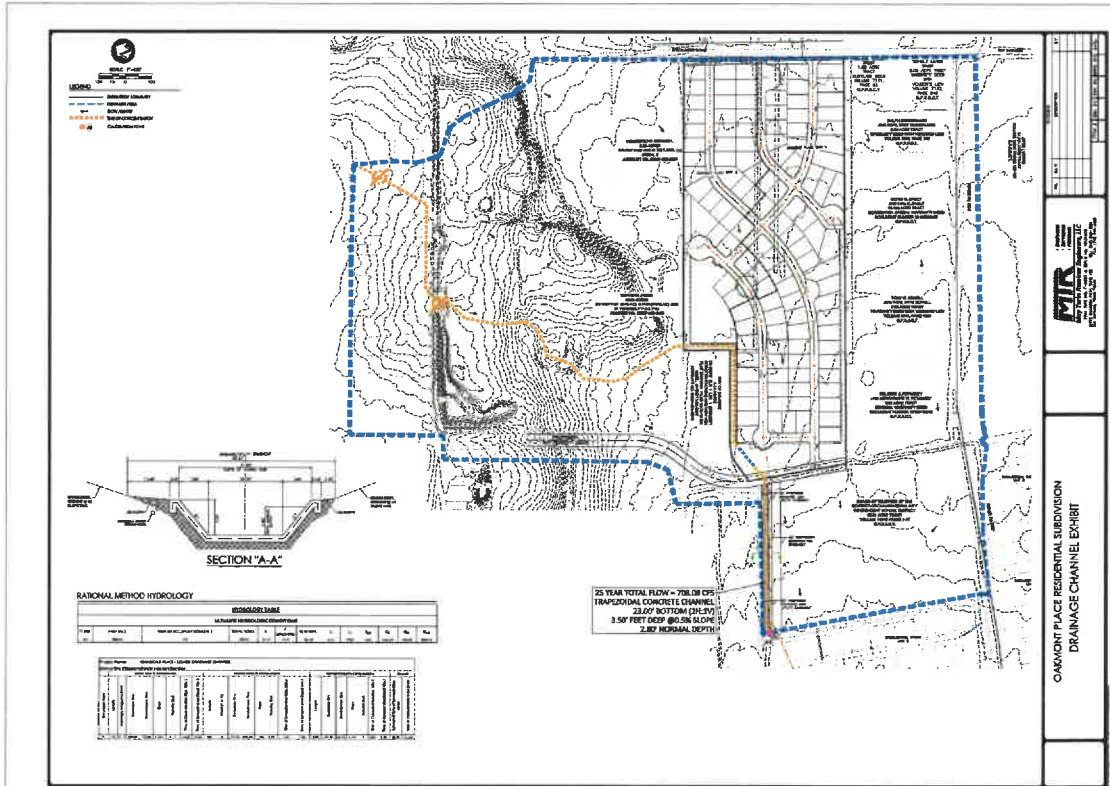


Exhibit "B"
Agreement with SCUCISD

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
THE SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT
REGARDING DRAINAGE RIGHT-OF-WAY AND EASEMENT DEDICATION
ACROSS PROPERTY ID 1143664.**

This Interlocal Agreement Between the City of Schertz, Texas and the Schertz-Cibolo-Universal City Independent School District regarding a certain Drainage Right-Of-Way and Utility Easement dedication, (the “Agreement”) is entered into between the **City of Schertz, Texas**, a Texas municipal corporation (the “City”), and the **Schertz-Cibolo-Universal City Independent School District**, a political subdivision of the State of Texas (the “District”), acting by and through its Board of Trustees pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and the District are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, the City entered into a Public Improvements Drainage Right-of-Way and Easement Acquisition Agreement with (“Acquisition Agreement”) with XXXX (collectively, “the Owners”) on XXXX X, 2025;

WHEREAS, the Owners are seeking to develop their property as a residential subdivision, (the “Rumpf Property”);

WHEREAS, the Owners are seeking to construct a drainage channel and utility improvements across property owned by the District, Parcel ID 1143664 (the “District Property”) and have sought assistance from the City in acquiring a Drainage Right-Of-Way and Utility Easement(s) from the District;

WHEREAS, the Acquisition Agreement stipulates that the Owners, at time of platting, shall construct or cause to be constructed, a drainage channel and utility improvements across the District Property as shown on **Exhibit “A”**;

WHEREAS, the City has requested that the District dedicate the Right-Of-Way for the drainage channel and grant a Utility Easement(s) in order to allow the Owners to construct the drainage channel and utility extensions in conjunction with platting the Rumpf Property by the Owners;

WHEREAS, the construction of the drainage channel and associated utility extension will provide benefit in handling drainage and extending infrastructure for properties owned by both the City and the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. ROW and Easement Sale by the District

- 1.1 The District agrees to sell, for not less than fair market value, the Drainage Right-Of-Way and Utility Easement that is approximately Sixty feet (60') wide and Seven Hundred Eighty-Five feet (785') long across the District Property, as more particularly depicted in **Exhibit A**. The District further agrees to allow for a 50' wide temporary construction easement for the construction of the drainage and utility improvements, as further shown in **Exhibit A**.
- 1.2 The City shall provide a survey of the Drainage Right-Of-Way and Utility Easements to the District.
- 1.3 The District shall obtain an appraisal to determine the fair market value of the Drainage Right-Of-Way and Utility Easement(s), the total and actual cost of which shall be paid by the City.
- 1.4 The District shall provide a copy of the appraisal to the City, and within ninety (90) days of receipt of same, the City shall in writing, indicate whether they will or will not move forward with the purchase of the requested Drainage Right-Of-Way and Utility Easement(s).
- 1.5 The City shall pay all actual associated costs with purchasing the Drainage Right-Of-Way and Utility Easements.
- 1.6 The Parties understand and agree that should the City choose to purchase the Drainage Right-of-Way and Utility Easement(s) from the District, such Right-of-Way and Utility Easement(s) must first be duly authorized by the Board of Trustees of the District at a called meeting of the Board of Trustees and thereafter executed accordingly, as required by law, prior to the recording of the Drainage Right-of-Way and Utility Easement(s).
- 1.7 The District shall in no way incur any costs associated with the performance this Agreement.
- 1.8 This Drainage Right-Of-Way and Utility Easement(s) dedication shall be subject to validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

1.9 Upon completion of the drainage channel and utility improvements, as contemplated herein, the City shall direct and require the Owners to construct a 6' chain link fence along the common line of the Drainage Right-of-Way and the District's remaining property. The fence shall be constructed in accordance TxDOT Item 550, except that the top of the fabric shall not have knuckled selvedge.

1.10 THE DISTRICT MAKES NO WARRANTIES WITH REGARD TO THE DRAINAGE RIGHT-OF-WAY AND UTILITY EASEMENT(S) PROPERTY OR ANY PROPERTY UNDERLYING THE DRAINAGE RIGHT-OF-WAY AND UTILITY EASEMENT(S) PROPERTY, WHICH IS DEDICATED AND CONVEYED AS IS WITH ALL FAULTS. THE CITY ACKNOWLEDGES THAT, EXCEPT FOR THE DISTRICT'S WARRANTY OF TITLE TO BE CONTAINED IN THIS AGREEMENT, DISTRICT HAS NOT MADE, THE DISTRICT IS NOT MAKING, AND THE DISTRICT SPECIALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO (I) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE DRAINAGE ROW AND UTILITY EASEMENT PROPERTY, (II) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE DRAINAGE RIGHT-OF-WAY AND UTILITY EASEMENT(S) PROPERTY, OR (III) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE DRAINAGE ROW AND UTILITY EASEMENT PROPERTY. PRIOR TO ACCEPTANCE OF THIS DEDICATION, CITY HAS MADE SUCH INSPECTIONS AND INVESTIGATIONS OF THE DRAINAGE ROW AND UTILITY EASEMENT PROPERTY AS CITY DEEMED NECESSARY, AND IN ACCEPTING THE DEDICATION, CITY ASSUMES THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY CITY'S INSPECTIONS AND INVESTIGATIONS.

II. Binding Effect; Benefiting Parties

2.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

2.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

III. Governmental Functions; Liability; No Waiver of Immunity or Defenses

3.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

3.1.1 The services provided for herein are governmental functions, and the City and the District shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

3.1.2 The relationship of the District and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

3.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

3.2 The District shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the City or Owners in connection with the construction and maintenance of the drainage channel and utility extension.

3.3 All costs of construction, repair, and maintenance shall be borne by City and/or Owners or their successors and assigns. City and Owners agree to comply with all ordinances, zoning, laws, and regulations, at City and/or Owners sole cost and expense, including any ordinances, other laws or regulations, or any requirements imposed by any court of law regarding the Rights-of-Way. City and Owners shall keep the Rights-of-Way free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of City and/or Owners. City and/or Owners shall cause any such lien to be released of record by payment or posting of a proper bond within thirty (30) days after written request by District.

3.4 City and/or Owners shall be responsible for any damages to any utilities or utility lines caused by City's and/or Owners work described herein. During or immediately after any installation, construction, maintenance, inspection, repair, replacement, or removal operations, City and/or Owners, or any party performing such activities on behalf of City and/or Owners, at City and/or Owners sole cost and expense, shall be obligated to restore the grounds, surfaces, and other facilities adjacent to the Easement to the condition which existed prior to such operations. CITY AND OWNERS, TO THE EXTENT ALLOWED UNDER TEXAS LAW, INDEMNIFY DISTRICT, DISTRICT'S BOARD OF TRUSTEES, OFFICERS, AND EMPLOYEES AGAINST ANY LIENS OR DAMAGE TO THE PREMISES OR INJURIES TO PERSONS ARISING OUT OF THE PERFORMANCE OF SUCH WORK ON THE PREMISES BY CITY'S AND/OR OWNERS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, OR AGENTS. City and/or Owners shall require any contractor and/or subcontractor that will perform any work in the Right-Of-Way and/or Easement to indemnify the District from and against any claims, damages, losses, causes of action, suits, judgments, and expenses, including but not limited to attorney's fees, arising out of or resulting from the work performed by the contractor and/or subcontractor.

3.5 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the District shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

3.6 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

IV. Notices

4.1 All correspondence and communications concerning this Agreement shall be directed to:

SCHERTZ: City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With a copy to:

Denton, Navarro, Rodriguez, Bernal, Santee & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: Dan Santee

DISTRICT: Schertz-Cibolo-Universal City Independent School District
1060 Elbel Road
Schertz, Texas 78154-209
Attn: Superintendent of Schools

With a copy to:

Walsh, Gallegos, Kyle, Robinson & Roalson, P.C.
100 N.E. Loop 410, Suite 900
San Antonio, Texas 78216
Attn: Destinee Gesing

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

V. Severability

5.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect to the extent that it does not destroy the benefit of the bargain.

VI. Entire Agreement

6.1 This Agreement is the entire agreement between the City and the District as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VII. Governing Law; Venue

7.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Guadalupe County, Texas. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof,

the same shall be brought in the State District Court of Guadalupe County, Texas. The Parties agree to submit to the jurisdiction of said court.

[Signatures and acknowledgements on the following pages]

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
THE SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT
REGARDING DRAINAGE RIGHT-OF-WAY AND UTILITY EASEMENTS
DEDICATION**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____
Steve Williams,
City Manager

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Steve Williams, the City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

[Seal]

Notary Public in and for the State of Texas

**SIGNATURE PAGE TO
INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
THE SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT
REGARDING DRAINAGE RIGHT-OF-WAY AND UTILITY EASEMENTS
DEDICATION**

SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT

By: _____
Paige Meloni,
Superintendent of Schools

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Paige Meloni, the Superintendent of Schools of the Schertz-Cibolo-Universal City Independent School District, a political subdivision of the State of Texas, on behalf of said entity.

[Seal]

Notary Public in and for the State of Texas

EXHIBIT A DRAINAGE ROW AND UTILITY EASEMENT EXHIBIT

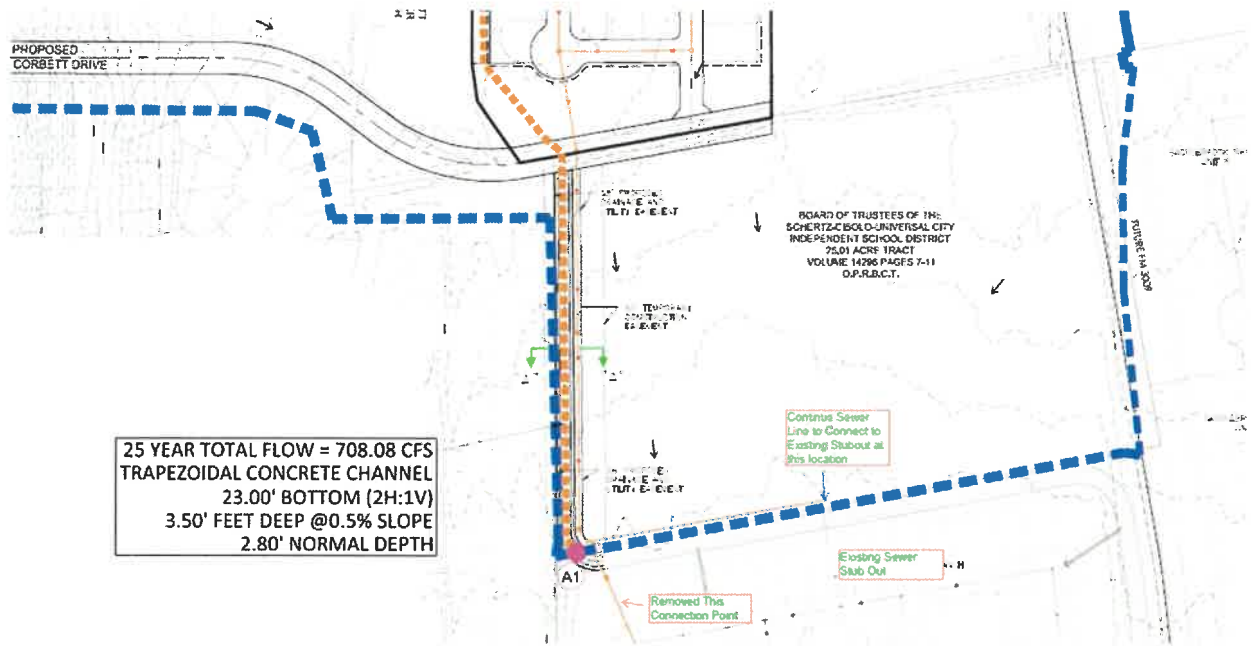


Exhibit "A"

Agreement with the Rumpf Developer