

SETTLEMENT AGREEMENT
SOAH DOCKET NO. 582-20-4067
TCEQ DOCKET NO. 2019-1640-MWD

This Settlement Agreement (the “Agreement”) is entered into as of the 28th day of August 2020, (the “Effective Date”) to resolve all issues in SOAH Docket No. 582-20-4067 (TCEQ Docket No. 2019-1640-MWD) between DTB Investments, L.P., a Texas limited partnership (hereafter “Applicant”) and the following Protestants (hereafter collectively referred to as “Protestants”): Bulverde Neighborhoods for Clean Water; Benno Lux, Jr.; Dr. Linzy Fitzsimons; Julie Goss; John Lavin and Ann Lynette Lavin; John P. Courtney; Shannon E. Scott; Agnes Mary Klar, James Klar and Elizabeth Klar; Adrah Lea Anzalotta; Scott A. Barnes; Joseph Brockman and Margie Brockman; Annette L. Lewis and Peter Lewis; Brent Winkler and Lorie Winker; Ricky D. Crow III; and Robert Scott Pegues. For purposes of this Agreement the Applicants and Protestants are herein collectively referred to as the “Parties.”

R E C I T A L S

WHEREAS, the Applicant submitted an application to the Texas Commission on Environmental Quality (“TCEQ”) for a major amendment to its existing Permit No. WQ0015092001 to change the method of disposal from land application to discharge to waters in the state via TPDES Permit No. WQ0015092001 and to increase the discharge from a daily average flow not to exceed 180,000 gallons per day (gpd) to a daily average flow not to exceed 300,000 gpd in Comal County, Texas.

WHEREAS, TCEQ issued to Applicant draft TPDES Permit No. WQ0015092001 to authorize the discharge of treated domestic wastewater at a daily average flow not to exceed 300,000 gallons per day in the final phase in Comal County, Texas.

WHEREAS, the TCEQ considered hearing requests for the application by Applicant for the amendment to TPDES Permit No. WQ0015092001.

WHEREAS, Protestants requested a hearing for the amendment to TPDES Permit No. WQ0015092001.

WHEREAS, TCEQ determined that the Protestants and Mary Lou Jenkins should be parties in a hearing for TPDES Permit No. WQ0015092001.

WHEREAS, On July 31, 2020, Mary Lou Jenkins filed a motion seeking to withdraw from participating in this proceeding, and that Motion was granted such that Mary Lou Jenkins is not a Protestant.

WHEREAS, the docket numbers for the hearing for the amendment to TPDES Permit No. WQ0015092001 are: SOAH Docket No. 582-20-4067 and TCEQ Docket No. 2019-1640-MWD.

Settlement Agreement

WHEREAS, the Parties conducted a Joint SOAH Mediation of the Application on August 28, 2020, and have subsequently reached a settlement of the issues in SOAH Docket No. 582-20-4067 and TCEQ Docket No. 2019-1640-MWD.

WHEREAS, this Agreement is being executed by the Parties to clarify, finalize and memorialize the agreements of the Parties; and

WHEREAS, by entering into this Agreement, the Parties hereby completely settle and resolve all issues, actions, agreements and rights of any kind regarding the Application to amend TPDES Permit No. WQ0015092001, SOAH Docket No. 582-20-4067 and TCEQ Docket No. 2019-1640-MWD.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the benefits to be received by the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

- 1.01 “Application” means the Application of Applicant to amend Permit No. WQ0015092001.
- 1.02 “Collection System” means wastewater lines and related appurtenances designed and constructed to convey Wastewater generated within the Project to the Wastewater Plant.
- 1.03 “Developer” means Applicant and any subsequent developer to which any portion of the Project is conveyed.
- 1.04 “Parties” means the “Parties” to this Agreement, *i.e.*, the Applicants, and Protestants, collectively.
- 1.05 “Permit” or “WWTP Permit” means the TPDES Permit No. WQ0015092001.
- 1.06 “Permit Holder” means Applicant and any person or entity to whom the WWTP Permit is conveyed or transferred.
- 1.07 “Project” or “Development” means the development on the Property, including all related subdivision infrastructure and improvements necessary to serve the homes located on the Property.
- 1.08 “Property” or “Project Property” means the property depicted in Exhibit A.
- 1.09 “DTB Investments, L.P.” means DTB Investments, L.P., a Texas limited partnership and its successors and/or assigns, together with all subsidiary and affiliated entities owned or controlled by DTB Investments, L.P.
- 1.10 “TAC” means Texas Administrative Code.
- 1.11 “TCEQ” means the Texas Commission on Environmental Quality or its successor agencies with jurisdiction over the Permit.

Settlement Agreement

1.12 “Wastewater System” means the Wastewater Plant, Irrigation System and Collection System.

1.13 “Wastewater Plant” or “WWTP” means the facility constructed to treat Wastewater generated within the Project in accordance with the Permit.

1.14 “Wastewater” means water-borne human excreta and gray water generated within the Project for collection, treatment and disposal by the Wastewater System.

II. AGREEMENT IMPLEMENTATION

2.01 Protestants will each (i) withdraw in writing, as appropriate, their respective separate, individual protests and/or requests for contested case hearings in SOAH Docket No. 582-20-4067 and TCEQ Docket No. 2019-1640-MWD within three business days of the date of the last signatory executing this Agreement, and (ii) not oppose any motion for remand or recommendation for the granting of the application for the issuance of the amendment to TPDES Permit No. WQ0015092001 in SOAH Docket No. 582-20-4067 or TCEQ Docket No. 2019-1640-MWD.

2.02 The Parties agree that they mutually desire to implement this Agreement and avoid any disputes or disagreements over the pending amendment to the TPDES Permit.

2.03 Protestants agree that they will not prosecute any protests or hearing requests with the TCEQ regarding the application for the amendment to TPDES Permit No. WQ0015092001, SOAH Docket No. 582-20-4067, or TCEQ Docket No. 2019-1640-MWD.

2.04 Protestants will withdraw and will not participate in any contested case hearing for the amendment to TPDES Permit No. WQ0015092001, SOAH Docket No. 582-20-4067, or TCEQ Docket No. 2019-1640-MWD. Protestants will not (directly or indirectly) provide support to or encouragement to any third party to participate in any contested case hearing for the amendment to TPDES Permit No. WQ0015092001, SOAH Docket No. 582-20-4067, or TCEQ Docket No. 2019-1640-MWD.

2.05 To the extent that Protestants have such a right, nothing in this Agreement shall be construed to affect (either to grant or to prohibit) any right that Protestants may have outside of this Agreement to enforce any provision of the Permit.

III. PERMIT HOLDER/DEVELOPER OBLIGATIONS

3.01 **210 Beneficial Reuse.** Within sixty (60) days of the issuance of the amendment to TPDES Permit No. WQ0015092001, Permit Holder shall apply for a Chapter 210 Beneficial Reuse Authorization. Permit Holder will phase in the number of acres irrigated with treated wastewater and, prior to reaching 180,000 gpd of wastewater treated by the WWTP (measured as a daily average over a three-month period). Permit Holder shall irrigate at least 28 acres with treated wastewater pursuant to its Chapter 210 Beneficial Reuse Authorization. For every additional 1,000 gpd of wastewater processed by the WWTP (measured as a daily average over a three-month period), Permit Holder will phase in the number of acres irrigated with treated wastewater by 0.15 acres, such that, upon reaching capacity of the final 300,000 gpd, Permit Holder shall irrigate at

least 46 acres with treated wastewater pursuant to its Chapter 210 Beneficial Reuse Authorization. At all times of irrigation, Permit Holder shall utilize effluent of Type I quality or higher. Permit Holder will utilize its Chapter 210 Beneficial Reuse authorization to the maximum extent practical prior to discharging any wastewater into the waters of the State.

3.02 Modifications to Permit. Within five (5) business days of the filing of Protestants' hearing request withdrawal pursuant to Paragraph 2.01 of this Agreement, Applicant shall file a request with TCEQ seeking to revise the draft permit as follows, and file a motion with SOAH seeking to remand the Application to the Executive Director to be processed as an uncontested matter pursuant to 30 TAC § 50.133(a)(5)(C) (the "Motion to Remand") based on this Settlement Agreement and the request that TCEQ revise the draft permit as follows:

- (1) The Permit will include a requirement that the Permittee employ a Class A Wastewater Treatment Plant Operator.

Applicant shall diligently pursue these modifications to the permit. To the extent that the TCEQ and/or Executive Director will not include any of the above-listed provisions in the Permit, Permit Holder agrees to be contractually bound by this Agreement to comply with any such provision.

3.03 210 Irrigation Area Buffer Zones. Developer and/or Permit Holder will ensure that a 50-foot set-back from the centerline of dry creek tributary identified in Exhibit B is maintained for any 210 Irrigation application.

3.04 WWTP Traffic. Permit Holder will require that all traffic for WWTP construction and operation will be via Ammann Road and not Brand Road.

3.05 Development Construction Traffic. Developer and/or Permit Holder will instruct drivers for all traffic for the initial site Development (which does not include house construction or construction undertaken by third parties) will be via Ammann Road and not Brand Road. This prohibition applies to heavy construction vehicles, but does not apply to personal vehicles operated by construction workers. Protestants acknowledge that the Brand Road Northern Access Point (as defined in Section 3.16), is shared with the development known as Centennial Ridge currently being constructed by Southerland Communities. Developer and/or Permit Holder cannot make any guarantees on behalf Centennial Ridge or Southerland Communities.

3.06 Screening. Permit Holder and Developer will use decorative fencing and visual screening, such as vegetation around the WWTP and the discharge point, to lessen the aesthetic impact, dampen noise, and maintain safety.

3.07 Groundwater Monitoring. To the extent that access is granted without charge, Permit Holder will sample a maximum of 15 existing groundwater wells, to be identified in an addendum to this agreement, prior to commencement of construction of the Development or WWTP, whichever construction commences first (hereafter "Baseline Wells"). Thereafter, on an annual basis, to the extent access is granted without charge, Permit Holder will sample the Baseline Wells annually and report such results to the Owners of such the Baseline Wells. Sampling shall be for total dissolved solids (TDS), chloride, sulfate, nitrate nitrogen, orthophosphate phosphorus, total coliform, and *e coli*. The sampling will continue for a period of ten years from the date of the start-up of the WWTP. Protestants will identify by addendum and exhibit to this agreement the precise location of the 15 Baseline Wells. Permit Holder or Developer will agree to Protestants list,

provided that those wells are located within 1 mile of the Project Property line or on property adjacent to the discharge route within 1.5 miles downstream as measured from the Project Property line and provided that access is granted to Permit Holder without charge and upon 24 hours notice.

3.08 Water Conservation.

(a) Neither Developer nor Permit Holder will increase the capacity of any existing groundwater well on the Development.

(b) Developer or Permit Holder will plug the four existing groundwater wells on the Development in accordance with TCEQ regulations.

(c) Neither Developer nor Permit Holder will drill any additional groundwater well(s) on the Development.

(d) Neither Developer nor Permit Holder will allow any additional groundwater wells on the Development.

(e) The Developer shall ensure that the Amenity Center will adopt green building standards (rain water catchment system and solar panels).

3.09 Development Runoff. Developer and Permit Holder will require that any discharge from the Development comply with Comal County regulations concerning stormwater runoff. In compliance with Comal County Regulations, a Downstream Impact Analysis shall be performed demonstrating that the effect of modifying the area to the anticipated fully developed condition will not increase the peak 100-year storm water discharge rate from the project area to any contiguous property. Developer and Permit Holder will provide a copy of the Downstream Impact Analysis to Protestants Representative and legal counsel as identified in Paragraph 5.03, prior to or contemporaneous with the submission to the appropriate governmental entity.

3.10 Dark Sky Provisions. Developer and Permit Holder will require that the Development will adopt dark sky provisions that are at least as stringent as the current Comal County Order No. 367.

3.11 Impervious Cover. Developer and Permit Holder agree that impervious cover in the development will not exceed the amount of impervious cover specified in the Master Development Plan attached at Exhibit A (although the MDP should not be construed as identifying the precise location of imperious cover).

3.12 Emergency Power. Permit Holder agrees that the WWTP and any lift stations will have emergency power (dual feed or emergency generator).

3.13 Attorney's and Consultant Fees. Developer will pay Protestants' attorney \$22,500 within 30 days of permit issuance.

3.14 Notice of Transfer. Permit Holder shall notify Protestants within 15 calendar days of any application to transfer the Permit.

3.15 Transfer Requirement. The Permit Holder shall not transfer the Permit unless the new Permit Holder agrees to be bound by the terms of this Agreement.

3.16 **Traffic.** Developer agrees that the Development will have only one single point of access from the Development that ultimately connects to Brand Road (hereinafter “Northern Access Road”)(a divided road that allows ingress on one side and egress on the other side constitutes a single point of access). Developer further agrees that the Development will not place or seek the placement of any other roads within the Development (other than the two access points to Ammann Road) that connect to external roads, including Shepherds Ranch Road, Adeline Lane, Little Round Top, and Persimmon Hill.

3.17 **Water Supply to a Protestant Properties.** To the extent that a Protestant seek or are able to secure water supply from a third party and such request or acquisition does not adversely affect the Development’s water supply or require additional easements on the Property (other than to tap an existing line), neither Permit Holder nor Developer will object.

3.18 **Future Beneficial Reuse Equipment.** Developer and/or Permit Holder agrees to install equipment with initial construction of the wastewater treatment plant site, that would enable the effective use of effluent produced at the Wastewater Plant for Beneficial Reuse purposes.

IV. REMEDIES

4.01 **Remedies.** If any Party fails to comply with its obligations under this Agreement or fails to correct any default after notice and opportunity to cure, the other Party or Parties may exercise any remedy authorized at law or in equity, including filing suit in a court of competent jurisdiction to seek any available remedy, including by way of example only, injunctive relief, specific performance and/or monetary damages. The prevailing Party or Parties to the litigation may recover costs of court, attorney’s fees and expert consultant and witness fees incurred in enforcing or defending a claim under this Agreement.

4.02 **Notice and Opportunity to Cure.** Notwithstanding any provision in this Agreement to the contrary, if any Party (referred to herein as the “Defaulting Party”) fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a “Default”), then the other Party or Parties (referred to herein as the “Non-Defaulting Party”) shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers via certified mail to the Defaulting Party a written notice (the “Default Notice”) that specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to commence the cure of any matters specified in the Default Notice within a reasonable period of time after the Defaulting Party’s receipt of the Default Notice, but not more than 30 calendar days. Within 15 calendar days of receiving the “Default Notice”, the Defaulting Party shall be responsible for notifying the Non-Defaulting Party in writing of the plans and timeframes for rectifying the identified breach or defaults under this agreement.

4.03 **Remedies Cumulative, Not Exclusive.** Except as expressly provided otherwise in this Agreement, all remedies authorized and/or contemplated by this Agreement are intended to be cumulative, not exclusive, of any other remedy available to a Party either at law or in equity.

4.04 **Equitable Remedies.** It is not intended hereby to specify (and this Agreement will not be considered as specifying) an exclusive remedy for any default, but all remedies existing at law or in equity may be availed of by any party hereto and will be cumulative of the remedies provided

herein. Recognizing however, that the failure in the performance of the Parties' obligations hereunder could not be adequately compensated in money damages alone, the Parties agree, in the event of any default on its part, that the other parties will have available to them equitable remedies, including specific performance, in addition to any other legal or equitable remedies which may also be available.

**V.
GENERAL PROVISIONS**

5.01 **Good Faith.** The Parties agree to cooperate with each other and act in good faith in the performance of this Agreement.

5.02 **Regulatory Authority.** To the extent any provision in this Agreement conflicts with the requirement of a Regulatory Authority, the requirement of the Regulatory Authority shall replace and supersede such provision. To the extent that any provision in this Agreement imposes a requirement that is more stringent than what would otherwise be required by a Regulatory Authority, this Agreement shall apply.

5.03 **Notices.** Any notice required or permitted to be delivered under this Agreement shall be forwarded via hand delivery or the United States Postal Service, postage prepaid, to the addresses shown below:

To Protestants: Lauren Ice (Protestant Representative)
Frederick, Perales, Allmon & Rockwell, P.C.
1206 San Antonio Street
Austin, TX 78701
Ph: (512) 469-6000
E-mail: lauren@txenvirolaw.com

To Applicant: DTB Investments, LP
Kevin Meier
28615 IH 10 West
Boerne, TX 78006
Email: meier862@aol.com

5.04 **Address Change Procedure.** The addresses of the Parties shall, until changed as hereinafter provided, be as shown above. The Parties may at any time change their respective addresses by giving written notice of same to the other Parties.

5.05 **Provision of Further Documents.** The Parties will execute and deliver such other and further requested legal documents or instruments and perform such other and further acts as are reasonably necessary to effectuate the purposes and intent of this Agreement.

5.06 **Severability.** Except as specifically set forth in this Agreement, the provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstances is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected thereby and

Settlement Agreement

this Agreement will be construed as if such invalid or unconstitutional portion had never been contained herein.

5.07 Protestant Representative (Successors and/or Substitutes). As of the Effective Date of this Agreement, Lauren Ice (an attorney at the law firm of Frederick, Perales, Allmon & Rockwell, P.C.) is the Protestant Representative. (a) The Protestants shall be solely responsible for the selection, removal and/or replacement of the Protestant Representative(s), and any successor or substitute Protestant Representative(s). Protestants may designate a corporation as their representative. In the event that for whatever reason the Protestant Representative resigns, or otherwise becomes unable or unwilling to continue to serve in that fiduciary capacity on a permanent basis, the Protestants shall designate a successor Protestant Representative(s) willing to act on behalf of and for the benefit of the Protestants in a manner consistent with, and for the purposes set forth in both this Settlement Agreement and the Access Agreement. The Protestants shall provide written notice of the Successor Protestant Representative(s) to the other Parties in the manner presented in this Agreement. In the event that for whatever reason the Protestant Representative(s) become unwilling, unable or unavailable to serve in that fiduciary capacity on a temporary basis, either the Protestant Representative(s), or the Protestants if the Protestant Representative is unable for any reason, can designate a temporary substitute Protestant Representative provided that all of the following conditions are met:

- (i) the designation of the substitute is made in writing to all of the Parties in a manner consistent with the notice requirements of both this Agreement and the Access Agreement; and
- (ii) the designation states the estimated duration of the time during which this substitute will serve; and
- (iii) if requested by any Party, the substitute executes a copy of the Access Agreement attached hereto.

(b) Neither Applicant nor Permit Holder will ever be required to notify, provide copies to or provide access to more than one Protestant Representative at any one time under this Agreement. Further Applicant and Permit Holder will be entitled to rely on, and will have no liability for, the validity of any notice or designation of the Protestant Representative or any substitute or successor Protestant Representative received by it and believed by it to be genuine. In the event of multiple notices and/or designations, Applicant and/or Permit Holder will be entitled to rely on, and to give notice, copies and access to, only the individual named in the last notice or designation received.

5.08 Entire Agreement. This Agreement, including all Exhibits attached hereto, which are expressly made a part hereof by reference for all purposes, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations, covenants or warranties, whether oral or in writing, respecting the subject matter hereof, including the Agreement in Principle.

5.09 Amendment. No amendment of this Agreement is effective unless and until it is duly approved by each party and reduced to a writing signed by the Authorized Representatives of all of the Parties.

Settlement Agreement

5.10 **No Third Party Beneficiary.** Nothing in this Agreement may be construed to confer any right, privilege or benefit on any person or entity not a party hereto or otherwise creates any vested right or third party beneficiary relationship.

5.11 **Governing Law.** This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties are deemed performable in Comal County, Texas.

5.12 **Venue.** Venue for any suit arising under this Agreement is in Comal County.

5.13 **Assignment.** Permit Holder may assign its rights and obligations hereunder only if New Permit Holder assumes in writing for the benefit of Protestants all of Permit Holder's rights, duties and obligations under this Agreement. Developer may assign its rights and obligations under this Agreement to a financially capable successor entity, provided that the assignee assumes in writing for the benefit of Protestants all of Developer's rights, duties and obligations under this Agreement. Parties with a fee simple title interest in land may assign their rights and obligations under this agreement to their heirs, successors, and assigns.

5.14 **Duplicate Originals.** This Agreement may be executed in duplicate originals each of equal dignity.

5.15 **Effective Date.** This Agreement becomes effective on August 28, 2020, upon the execution of all of the Parties.

5.16 **Conditions Precedent.** The obligations of Developer and Permit Holder apply only upon completion of the construction and the start of operation of any facility that is authorized under TPDES Permit No. WQ0015092001.

5.17 **Confidentiality.** This Agreement is not confidential.

5.18 **Representations/Warranties.** The Parties represent and warrant that they have the power and authority to enter into this Agreement on behalf of all Protestants, and that this Agreement and all documents executed pursuant to this Agreement, to which they are a party, are valid, binding, and enforceable upon them.

VI. CONSENT AND ACKNOWLEDGMENT

6.01 This Agreement is binding on the parties and their successors and assigns. DTB Investments, L.P. agrees not to convey, assign, transfer or sell its interest in the Permit or Application for the Permit unless and until the recipient, assignee, transferee or buyer has agreed to assume the obligations of DTB Investments, L.P. under this Agreement and agrees to comply with the terms of this Agreement as successor to DTB Investments, L.P. Neither Applicant nor any subsequent Permit Holder will convey or transfer the WWTP Permit to any entity unless the transferee accepts by way of an assumption agreement the rights and obligations of Permit Holder as set-forth in this Agreement. Developer agrees that any subsequent sale or transfer of the Project, other than sales of platted lots to builders or Lot Owners, shall be subject to the terms and provisions of this Agreement as a condition of any such sale or transfer.

Executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties:

(Signatures on following page)

Settlement Agreement

Developer
DTB Investments, L.P.,

_____ Date: 8/28/2020

By: Harold T. Duperier III, Manager of DTB Management Company, LLC,
Its General Partner

Permit Holder
DTB Investments, L.P.,

_____ Date: 8/28/2020

By: Harold T. Duperier III, Manager of DTB Management Company, LLC,
Its General Partner

Protestants:

Michelle Molina Date: 08/28/2020

Michelle Molina
For Bulverde Neighborhoods for Clean Water
and on behalf of Protestants: Julie Goss, Annette L. Lewis and Peter Lewis, Benno Lux Jr.,
Robert Scott Pegues, Brent and Lorie Winkler, Linzy Fitzsimons, Scott Barnes, James and
Elizabeth Klar, and Agnes Mary Klar

_____ Date: _____
Adrah Lea Anzalotta

_____ Date: _____
Ricky D. Crow III

_____ Date: _____
John P. Courtney

_____ Date: _____
Shannon E. Scott

_____ Date: _____
Joseph Brockman and Margie Brockman

_____ Date: _____
John Lavin and Ann Lynette Lavin

Developer
DTB Investments, L.P.,

_____ Date: _____
By:
Its General Partner

Permit Holder
DTB Investments, L.P.,

_____ Date: _____
By:
Its General Partner

Protestants:

Michelle Molina Date: 08/28/2020
Michelle Molina

For Bulverde Neighborhoods for Clean Water
and on behalf of Protestants: Julie Goss, Annette L. Lewis and Peter Lewis, Benno Lux Jr.,
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By:
Its General Partner

Permit Holder
DTB Investments, L.P.,

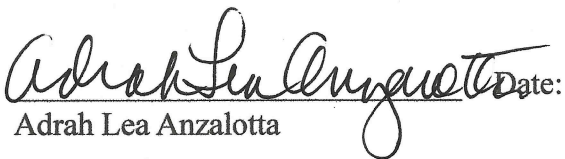
_____ Date: _____

By:
Its General Partner

Protestants:

_____ Date: _____

Michelle Molina
For Bulverde Neighborhoods for Clean Water
and on behalf of Protestants: Julie Goss, Annette L. Lewis and Peter Lewis, Benno Lux Jr.,
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John P. Courtney

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Shannon E. Scott

_____ Date: _____

Joseph Brockman and Margie Brockman

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Developer
DTB Investments, L.P.,

_____ Date: _____
By:
Its General Partner

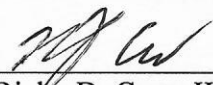
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By:
Its General Partner

Protestants:

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For Bulverde Neighborhoods for Clean Water
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Adrah Lea Anzalotta


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Permit Holder
DTB Investments, L.P.,

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Its General Partner

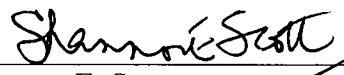
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and on behalf of Protestants: Julie Goss, Annette L. Lewis and Peter Lewis, Benno Lux Jr.,
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Adrah Lea Anzalotta

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Ricky D. Crow III

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DTB Investments, L.P.,

_____ Date: _____
By:
Its General Partner

Permit Holder
DTB Investments, L.P.,

_____ Date: _____
By:
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Protestants:

_____ Date: _____
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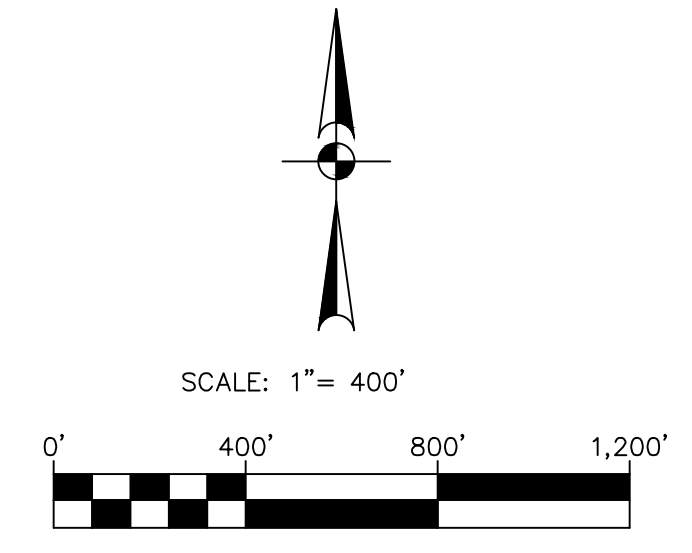
Joseph Brockman *Margie Brockman* _____ Date: Aug 28 2020
Joseph Brockman and Margie Brockman

_____ Date: _____
John Lavin and Ann Lynette Lavin

Exhibit A

LEGEND:

- PROPOSED ACCESS POINT AND STREET SECTION 10' CONTOURS
- WATER QUALITY/DETENTION
- WASTEWATER TREATMENT
- OPEN SPACE
- PARK
- AMENITY CENTER (2 AC.)
- MDP LIMITS
- UNIT BOUNDARY
- CITY LIMITS
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER MAIN
- PROPOSED CULVERT
- EXISTING WELL LOCATION



DATE: NOVEMBER 28, 2018

LAND USE	AREA	NUMBER OF LOTS
R-2	161.9	130
R-3	181.1	805
GREENBELT/ OPEN SPACE	154.84	-

NOTE: PER THE APPROVED AMMAN HILLS RANCH & BULVERDE POINT RANCH ANNEXATION AGREEMENT AND SUBSEQUENT AMENDMENT NO. 1, THE APPROVED DENSITY FOR THE OVERALL 802 ACRE DEVELOPMENT IS 1 LOT/30,000 SF WHICH ALLOWS FOR 957 LOTS IN THE R-2 AND R-3 ZONING DISTRICTS. THIS CORRESPONDS TO A MAXIMUM DENSITY OF 1.92 DU/ACRES IN THE R-2 AND R-3 ZONING DISTRICT. THE GOLDSMITH MDP PROPOSES 935 LOTS FOR A MAXIMUM DENSITY OF 1.87 DU/ACRES.

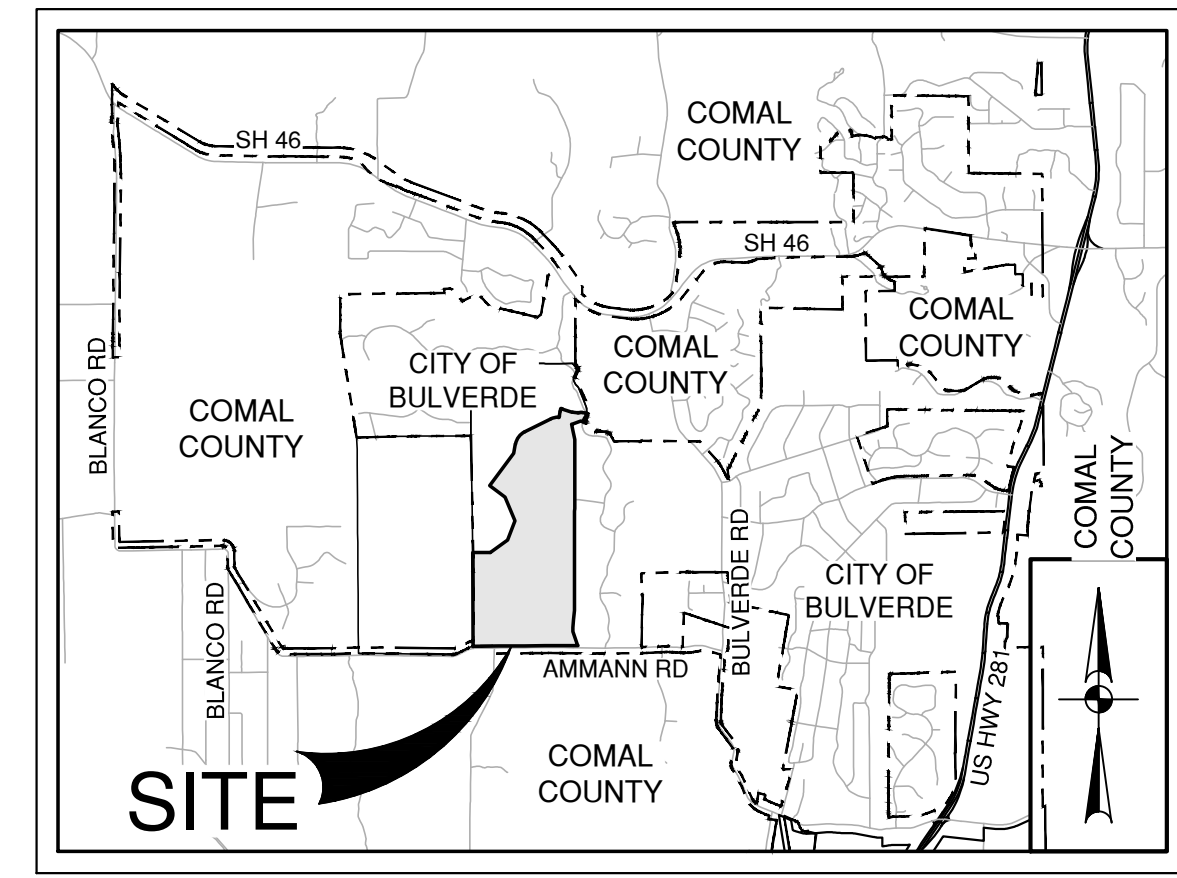
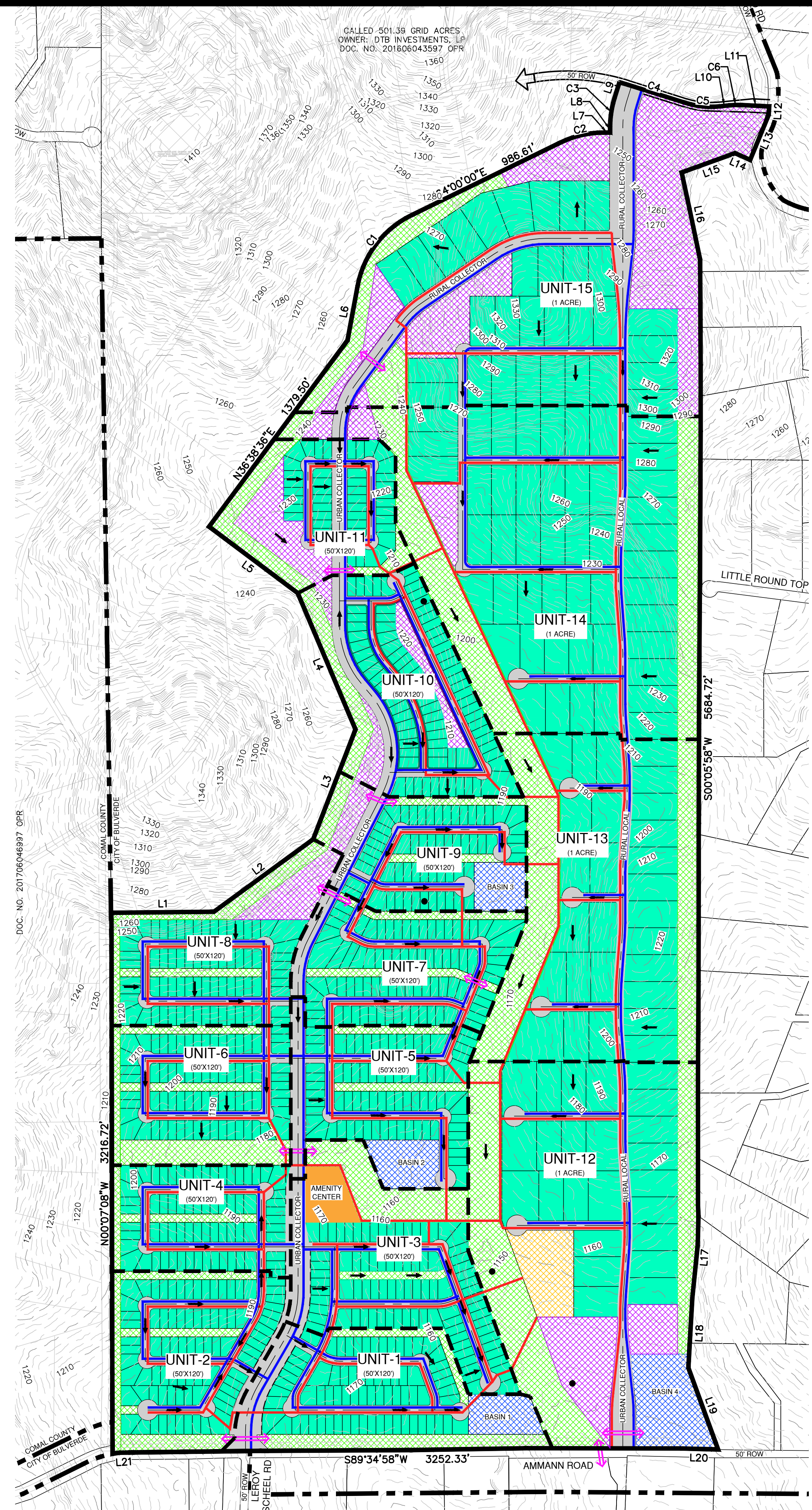
	FRONT SETBACK	REAR SETBACK	TOTAL SIDE SETBACK	MINIMUM SIDE SETBACK
HIGH DENSITY (50' LOTS, TYPICAL)	20'	10'	10'	5'
MEDIUM DENSITY (1 ACRE LOTS)	50'	25'	50'	20'

NOTE: THE HIGH DENSITY LOT SIZE MAY VARY PURSUANT TO THE AMMAN HILLS RANCH & BULVERDE POINT RANCH AGREEMENT AND PETITION FOR ANNEXATION EXECUTED ON OCTOBER 14TH, 2015 AND AMENDMENT NO. 1 AS LONG AS THE OVERALL LOT COUNT IN R-3 DOES NOT EXCEED 805 SINGLE FAMILY LOTS AS INDICATED IN THE SAID AGREEMENT.

LEGAL DESCRIPTION:

BEING A BOUNDARY SURVEY OF 407.85 GRID ACRES OF LAND, MORE OR LESS, LOCATED IN COMAL COUNTY, TEXAS, BEING OUT OF AND PARTS OF EL PASO IRR. CO. SURVEY 765, ABSTRACT NO. 148, E. RYAN SURVEY 411, ABSTRACT NO. 506, F. SCHAFER SURVEY 570, ABSTRACT NO. 563, W. BEARD SURVEY, ABSTRACT NO. 49, D. CROCKETT SURVEY 568, ABSTRACT NO. 694, G. HERRERA SURVEY 192, ABSTRACT NO. 206, BEING OUT OF AND A PART OF THAT SAME CERTAIN TRACT CALLED 501.38 ACRES AS DESCRIBED IN CONVEYANCE DOCUMENT TO DTB INVESTMENTS, LP, RECORDED IN DOCUMENT NUMBER 201606043597 OF THE COMAL COUNTY OFFICIAL PUBLIC RECORDS, AND ALSO BEING ALL OF THAT SAME CERTAIN TRACT CALLED TRACT L, 300.19 ACRES AND TRACT 2, 60' ACCESS EASEMENT AS DESCRIBED IN CONVEYANCE DOCUMENT TO DTB INVESTMENTS, LP, RECORDED IN DOCUMENT NUMBER 201606043597 OF THE COMAL COUNTY OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

UNIT/ PHASE	LAND USE	LOT SIZE, TYPICAL	NUMBER OF LOTS	GROSS AREA (Ac.)	DENSITY (LOTS/AC.)	OPEN SPACE (Ac.)	PARK (Ac.)	PUBLIC ROAD (Ac.)
1	SINGLE FAMILY RESIDENTIAL	50x120	73	24.02	3.04	7.09		6.14
2	SINGLE FAMILY RESIDENTIAL	50x120	84	21.96	3.83	4.60		3.59
3	SINGLE FAMILY RESIDENTIAL	50x120	87	29.08	2.99	5.88	2.00	6.14
4	SINGLE FAMILY RESIDENTIAL	50x120	71	15.48	4.59	1.60		2.83
5	SINGLE FAMILY RESIDENTIAL	50x120	77	20.80	3.70	4.32		5.43
6	SINGLE FAMILY RESIDENTIAL	50x120	73	20.29	3.80	6.39		2.90
7	SINGLE FAMILY RESIDENTIAL	50x120	82	20.00	4.10	2.54		4.33
8	SINGLE FAMILY RESIDENTIAL	50x120	72	20.81	3.46	3.97	2.72	2.84
9	SINGLE FAMILY RESIDENTIAL	50x120	59	18.55	3.18	4.74	1.20	3.79
10	SINGLE FAMILY RESIDENTIAL	50x120	83	24.93	3.33	2.58	3.09	6.54
11	SINGLE FAMILY RESIDENTIAL	50x120	44	17.76	2.48	3.77	3.72	3.50
12	SINGLE FAMILY RESIDENTIAL	1 ACRE	24	65.84	0.36	25.92	6.87	5.97
13	SINGLE FAMILY RESIDENTIAL	1 ACRE	27	49.79	0.54	14.95		4.36
14	SINGLE FAMILY RESIDENTIAL	1 ACRE	48	75.21	0.84	15.06	2.99	7.14
15	SINGLE FAMILY RESIDENTIAL	1 ACRE	31	73.33	0.42	5.93	24.29	10.49
TOTAL			935	497.85	1.88	109.34	48.88	75.99



LOCATION MAP
NOT-TO-SCALE

LINE #	BEARING	LENGTH
L1	N89°27'24"E	609.67'
L2	N53°54'00"E	730.63'
L3	N21°05'28"E	700.12'
L4	N22°57'02"W	880.40'
L5	N53°10'50"W	659.32'
L6	N10°32'03"E	330.19'
L7	N90°00'00"E	38.42'
L8	N0°00'00"E	34.28'
L9	N17°29'50"E	96.16'
L10	N84°04'41"E	57.38'
L11	S87°00'10"E	161.03'
L12	S2°59'30"W	50.01'
L13	S24°08'35"W	289.73'
L14	N65°45'17"W	89.48'
L15	S70°08'17"W	337.71'
L16	S11°55'50"E	530.88'
L17	S47°14'7"W	486.60'
L18	S3°16'15"W	417.67'
L19	S19°59'59"E	516.83'
L20	N88°28'35"W	224.52'
L21	S86°15'32"W	124.59'

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	586.10'	53°27'57"	N37°16'01"E	527.29'	546.92'
C2	586.10'	26°00'00"	N77°00'00"E	263.69'	265.96'
C3	575.00'	17°29'50"	N8°44'55"E	174.91'	175.60'
C4	9871.94'	2°23'15"	S72°38'52"E	411.35'	411.38'
C5	500.09'	23°25'09"	S84°24'44"E	202.99'	204.41'
C6	500.09'	8°55'08"	N88°32'16"E	77.77'	77.85'

NOTE:

- ALL INTERNAL STREETS WITHIN THE M.D.P. RESIDENTIAL UNITS ARE LOCAL URBAN STREETS WITH A 50' R.O.W. AND 30' PAVEMENT.
- URBAN COLLECTOR STREETS WITHIN THE M.D.P. WILL HAVE A 72' ROW AND 44' PAVEMENT RURAL COLLECTOR STREETS WILL ABUT ONE ACRE LOTS WITHIN THE MD WITH A 72' ROW AND 40' PAVEMENT.
- THIS M.D.P. IS LOCATED OUTSIDE THE FEMA FLOODPLAIN AS SHOWN ON FEMA FM 4809Y10215 DATE SEPTEMBER 02, 2009.
- THE PROPERTY IS ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF BULVERDE (ANNEXED OCTOBER 13, 2015).
- THE PROPERTY IS WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- SEWER SERVICE WILL BE PROVIDED BY CANYON LAKE WATER SUPPLY COMPANY.
- WATER SERVICE WILL BE PROVIDED BY A RETAIL WATER UTILITY.
- THE FRONT, SIDE, AND REAR SETBACKS WILL CONFORM TO THE MINIMUM SETBACKS AS SHOWN ON THE TABLE PROVIDED ON THIS SHEET.
- THE BEARINGS FOR THIS MASTER DEVELOPMENT PLAN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, FROM STATE PLANE COORDINATES ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE.
- A VARIABLE SIGHT CLEARANCE EASEMENT WILL BE REQUIRED AT CORNER LOTS IF THE INTERSECTION DOES NOT MEET SIGHT DISTANCE REQUIREMENTS AS DEFINED IN AASHTO MANUAL, LATEST EDITION.
- SIDEWALKS WILL BE INSTALLED IN THE PUBLIC RIGHT-OF-WAY ALONG BOTH SIDES OF THE URBAN LOCAL STREETS. SIDEWALKS SHALL BE FOUR (4) FEET IN WIDTH WITHIN THE MDP RESIDENTIAL UNITS.
- PHASING OF UNIT DEVELOPMENT MAY NOT BE IN SEQUENTIAL ORDER AS NOTED ON THIS PLAN.
- THE WATER AND SEWER DEMAND FOR THIS DEVELOPMENT IS ANTICIPATED TO BE 955 AND 945 EDUS RESPECTIVELY.
- 10,815 LINEAR FEET OF COLLECTOR STREETS.
- 37,007 LINEAR FEET OF LOCAL STREETS.
- PARKLAND WILL BE DEDICATED TO MEET THE CITY OF BULVERDE'S PARKLAND DEDICATION REQUIREMENT (5 ACRE/100 LOTS) WITH EACH PLAT.

UTILITY PURVEYORS:

SANITARY SEWER:.....CANYON LAKE WATER SUPPLY COMPANY
 WATER:.....RETAIL WATER UTILITY
 ELECTRIC & GAS:.....CPS ENERGY
 TELEPHONE:.....AT&T

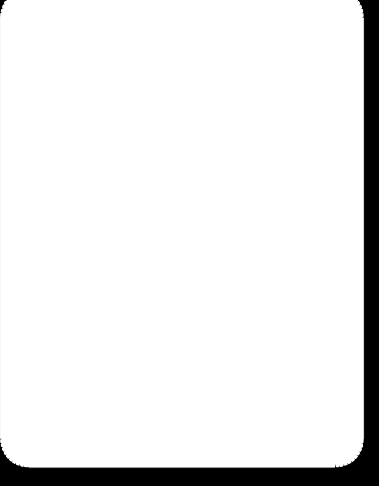
ENGINEER & SURVEYOR:

PAPE-DAWSON ENGINEERS, INC.
 2000 NW LOOP 410
 SAN ANTONIO, TEXAS 78213
 OFFICE: (210) 375-9000

OWNER/ DEVELOPER:

DTB INVESTMENTS, LP
 28615 INTERSTATE 10 W
 BOERNE, TEXAS 78009-9126
 OFFICE: (210) 260-8224

NO.	REVISION	DATE



GOLDSMITH TRACT
 BULVERDE, TEXAS
MASTER DEVELOPMENT PLAN

PLAT NO.	-
JOB NO.	11619-00
DATE	NOV. 2018
DESIGNER	-
CHECKED	-
DRAWN	-
SHEET	1 of 1

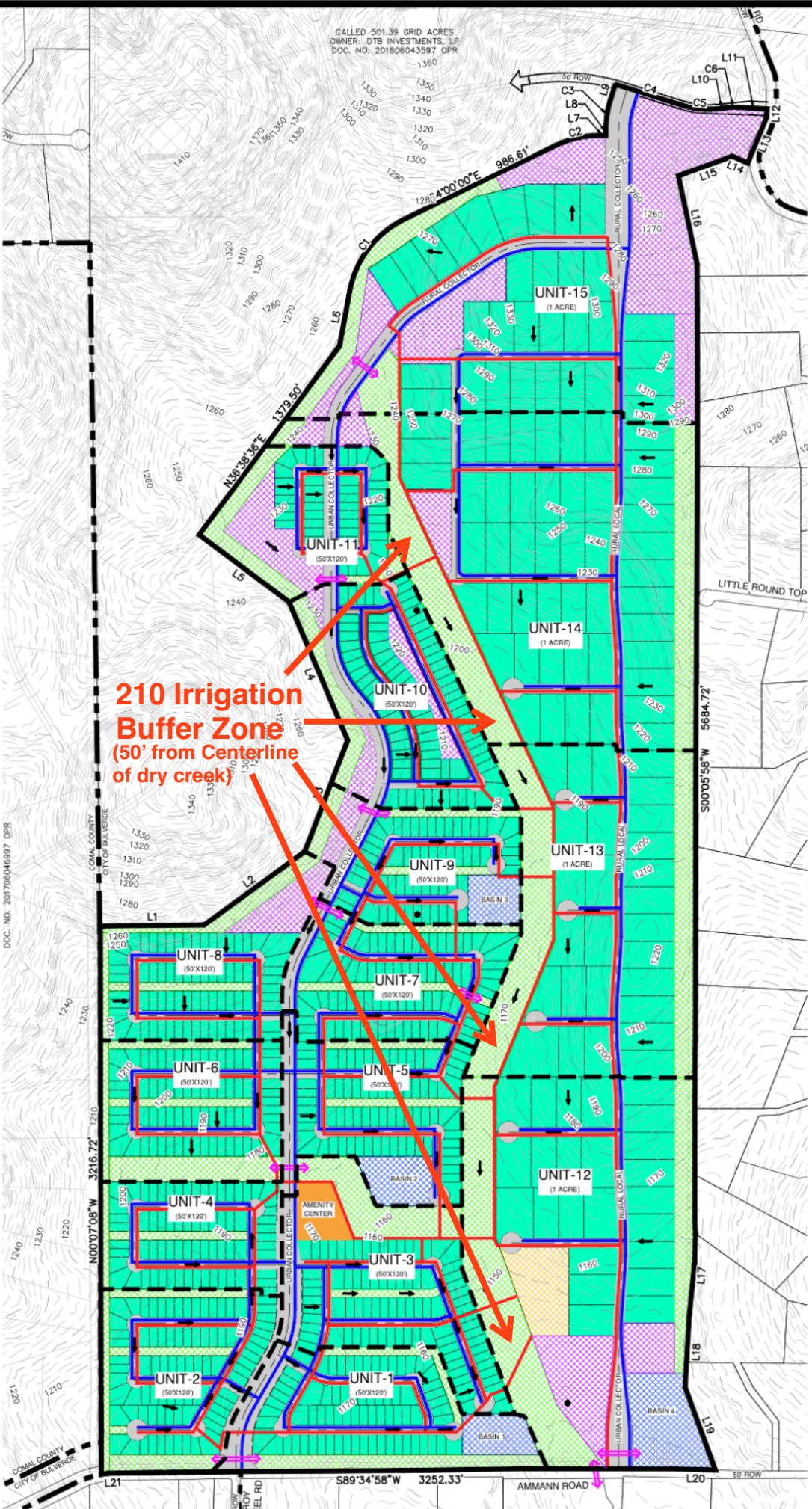
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Exhibit B

Exhibit "B"

CALLED 501.39 GRID ACRES
OWNER: DTB INVESTMENTS, LP
DOC. NO. 201806043597 OPR



**210 Irrigation
Buffer Zone
(50' from Centerline
of dry creek)**

DOC. NO. 201706046997 OPR

CORAL COUNTY
CITY OF BULLHEAD
N00°07'08" W 3216.72' L21
N36°38'48" E 179.85' L5
N36°38'48" E 179.85' L6
N36°38'48" E 179.85' L7
N36°38'48" E 179.85' L8
N36°38'48" E 179.85' L9
N36°38'48" E 179.85' L10
N36°38'48" E 179.85' L11
N36°38'48" E 179.85' L12
N36°38'48" E 179.85' L13
N36°38'48" E 179.85' L14
N36°38'48" E 179.85' L15
N36°38'48" E 179.85' L16
N36°38'48" E 179.85' L17
N36°38'48" E 179.85' L18
N36°38'48" E 179.85' L19

S89°34'58" W 3252.33' L20

AMMANN ROAD
50' ROW

S00°05'58" W 5684.72'

LITTLE ROUND TOP