



"City of Choice"

City Council Meeting

Tuesday, March 10, 2026, 5:00 PM
Council Chambers
200 S. Main St.
Cibolo, Texas 78108

Est. Duration: 5 min

1. Call to Order

2. Roll Call and Excused Absences

3. Discussion/Action

- 3.A. Discussion/Direction on Negotiations with Mosaic Land Development, LLC, on Proposed Development located in the City of Cibolo's ETJ, including a Strategic Partnership Agreement and a Development Agreement. (Mr. Reed)

4. Adjournment

This Notice of Meeting is posted pursuant to the Texas Government Code 551.041 - .043 on the front bulletin board of the Cibolo Municipal Building, 200 South Main Street, Cibolo, Texas which is a place readily accessible to the public at all times and that said notice was posted on

Valerie A. Chapman, TRMC

City Secretary

Pursuant to Section 551.071, 551.072, 551.073, 551.074, 551.076, 551.077, 551.084 and 551.087 of the Texas Government Code, the City of Cibolo reserves the right to consult in closed session with the City Attorney regarding any item listed on this agenda. This agenda has been approved by the city's legal counsel and subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551. This has been added to the agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144.

A possible quorum of Council, committees, commissions, boards and corporations may attend this meeting.

This facility is wheelchair accessible and accessible parking space is available. Request for accommodation or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (210) 566-6111. All cell phones must be turned off before entering the Council Meeting.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____ 2026.

Name and Title

Date Posted: March 2, 2026 04:10 pm



City Council Workshop Staff Report

A. Discussion/Direction on Negotiations with Mosaic Land Development, LLC, on Proposed Development located in the City of Cibolo's ETJ, including a Strategic Partnership Agreement and a Development Agreement. (Mr. Reed)

Meeting	Agenda Group
Tuesday, March 10, 2026, 5:00 PM	Discussion/Action Item: 3A.
From	
Wayne Reed, City Manager	

PRIOR CITY COUNCIL ACTION:

February 24, 2026... City Council held a workshop and discussed the proposed Strategic Partnership Agreement. Due to time limitations, the City Council was not able to discuss the proposed terms for a Development Agreement.

[THE FOLLOWING COUNCIL COVER MEMO INFORMATION IS IDENTICAL to the cover memo provided at the February 24th Council workshop on this same topic, including the attachments. No new information is being provided, because this is a continuation from the previous workshop.]

BACKGROUND:

City staff is seeking the following Council feedback and direction:

1. Does City Council support a Strategic Partnership Agreement to create a limited purpose annexation of a special district and preserve the opportunity, but not the obligation, to proceed with a full-purpose annexation at the end of the 30 year term?
2. Does City Council support City staff and the Developer continuing with negotiations as outlined in the draft Development Agreement?

Mosaic Land Development, LLC, is proposing the Bolton Road Municipal Utility District (MUD) of Guadalupe County. The project contains roughly 294 acres across 2 tracts located in the City's ETJ with 1,378 single-family lots (see Land Plans). Based on the City of Cibolo's average household size of 3.2 persons per household (U.S. Census, 2020), the estimated population in this district will be approximately 4,409 residents upon build-out. The Developer expects 40 to 60 homes per year, per project or a total of 80 to 120 homes per year when both projects are building homes:

- Haeckerville Tract 192 +/- acres with 815 SF lots located in City's future CCN; and
- Schmoekel Tract 101.5 acres with 563 SF lots (front loaded) located in GVSUD's CCN

Strategic Partnership Agreement. The Texas Local Government Code (the "Code") Section 43.0751 (the "SPA Statute") provides authority for municipalities and special districts to enter into an agreement that may provide for, among other things, the limited purpose annexation of a special district. The attached PowerPoint presentation provides more detail. Also, see the attached SPA.

The proposed SPA will be between the **City of Cibolo, Texas**, and the **Bolton Road Municipal Utility District (MUD) of Guadalupe County** and contains the following provisions:

- Limited Purpose Annexation upon approval of both entities (Section 3.01)
- Exempt from Cibolo Property Tax and Debt during term (Section 3.02)
- Municipal Utility District retains powers and authority of a MUD (Section 3.03)
- MUD to remain in Cibolo's ETJ (Section 3.04)
- Qualified voters in the District may vote in Cibolo elections for elected officials (Article IV)
- City's Sales and Use tax (1%) imposed within the District
- City may pursue Full Purpose Annexation at termination of agreement (Section 6.02)
- Term of agreement is 30 years (Section 8.02)

Development Agreement. The Texas Local Government Code Section 212.172(b) (Development Agreement) provides the governing body of a municipality may make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to:

1. guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality;
2. extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
3. authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;
4. authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;
5. provide for infrastructure for the land, including:
 - (A) streets and roads; (B) street and road drainage; (C) land drainage; and (D) water, wastewater, and other utility systems;
6. authorize enforcement of environmental regulations;
7. provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
8. specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
9. include other lawful terms and considerations the parties consider appropriate.

Some of the benefits of Proposed Development Agreement are as follows:

- Implementation of Long Range Plans
- Land Plans
- Architectural and Development Standards
- Parks, Amenities, and Community Features
- Foundation Standards and Inspections
- Perimeter Fencing
- Tree Requirement
- Wastewater
- Solid Waste Services
- Transportation

STAFF RECOMMENDATION:

1. Strategic Partnership Agreement. Staff supports this agreement to protect Cibolo's ETJ, preserve opportunity for future full-purpose annexation at end of term, and on-going collection of the City's 1% sales and use tax

during term.

2. **Development Agreement.** Staff supports continued negotiations on this agreement following the scope of terms outlined in this presentation, including, but not limited to, extending the City's planning authority over the land by providing for a development plan under which certain general uses and development of the land are authorized and authorize enforcement of certain land use and development regulations as contained in the agreement.

FINANCIAL IMPACT:

As proposed, the Bolton Road Municipal Utility District (MUD) of Guadalupe County will remain in the City of Cibolo's ETJ, not inside the city limits. Under a limited purpose annexation, the City will not provide local services, including Police, Public Works, Fire, and other local services offered by the City. Fire protection may be provided if the City maintains its interlocal government agreement with Guadalupe County or through a mutual aid agreement. Under a limited purpose annexation, the City would not impose or collect its property tax on development in the

- Wastewater. Pro-rata contributions to wastewater infrastructure.
- Every Cibolo wastewater customer will be subject to the City's wastewater fees (monthly).
- Haeckerville Tract. This subdivision will contribute \$3,959,270 in wastewater pro-rata fees with its proposed 815 SF lots.
- Schmoekel Tract. This subdivision with 563 SF lots (front loaded) is located in GVSUD's CCN. As such, GVSUD may request to use its treatment capacity and transport capacity before having to trigger paying Cibolo costs.
- Solid Waste. This development will use the City's solid waste provider, resulting in \$1,621.85 in franchise fee/month to the City.
- Sales and Use Tax. The SPA imposes the City's 1 cent general sales and use tax on residents within the district.

MOTION(S):

None

Attachments

[0 - CC Presentation on Bolton Road MUD 2026-02-24.pdf](#)

[1 Draft Development Agmt - City of Cibolo 2026-02-17.pdf](#)

[1 Exhibit 1 -Haeckerville Landplan.pdf](#)

[1 Exhibit 2 - Schmoekel Landplan.pdf](#)

[1 Exhibit A- Haeckerville Amenity Examples.pdf](#)

[1 Exhibit B - Elevation Mix Presentation.pdf](#)

[1 Exhibit C - Architectural DesignProduct Mix Standards.pdf](#)

[1 Exhibit D - Strategic Partnership Agmt.pdf](#)

[1 Exhibit F – ROW Dedication & Street Connectivity.pdf](#)

Overview of the proposed Development in Cibolo's ETJ near I-10

City Council Workshop
February 24, 2026



Presentation Overview

1. Cibolo's Goals
2. Overview of Agreements
 - Strategic Partnership Agreement
 - Development Agreement
3. Fiscal Impact

NOTE: This is an on-going negotiation with the Developer, Mosaic Land Development, LLC.



Staff Recommendation

1. Strategic Partnership Agreement. Staff supports this agreement to protect Cibolo's ETJ, preserve opportunity for future full-purpose annexation at end of term, and on-going collection of the City's 1¢ sales and use tax during term.
2. Development Agreement. Staff supports continued negotiations on this agreement following the scope of terms outlined in this presentation, including, but not limited to, extending the City's planning authority over the land by providing for a development plan under which certain general uses and development of the land are authorized and authorize enforcement of certain land use and development regulations as contained in the agreement.



Council Feedback and Direction

1. Does City Council support a Strategic Partnership Agreement to create a limited purpose annexation of a special district and preserve the opportunity, but not the obligation, to proceed with a full-purpose annexation at the end of the 30 year term?
2. Does City Council support City staff and the Developer continuing with negotiations as outlined in the draft Development Agreement?



Part 1. Cibolo's Goals



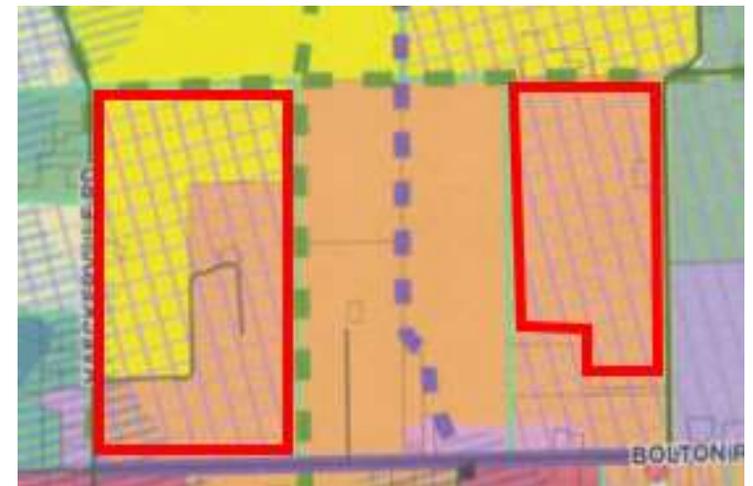
Cibolo's Goals

- **Controlling Our Destiny...** To control the future of growth and development inside the City's new Wastewater service area, an area of 5 square miles, including the City's ETJ.
- Implement Long Range Plans
- Quality Development
- Infrastructure
- Partnerships
- Generate Revenue



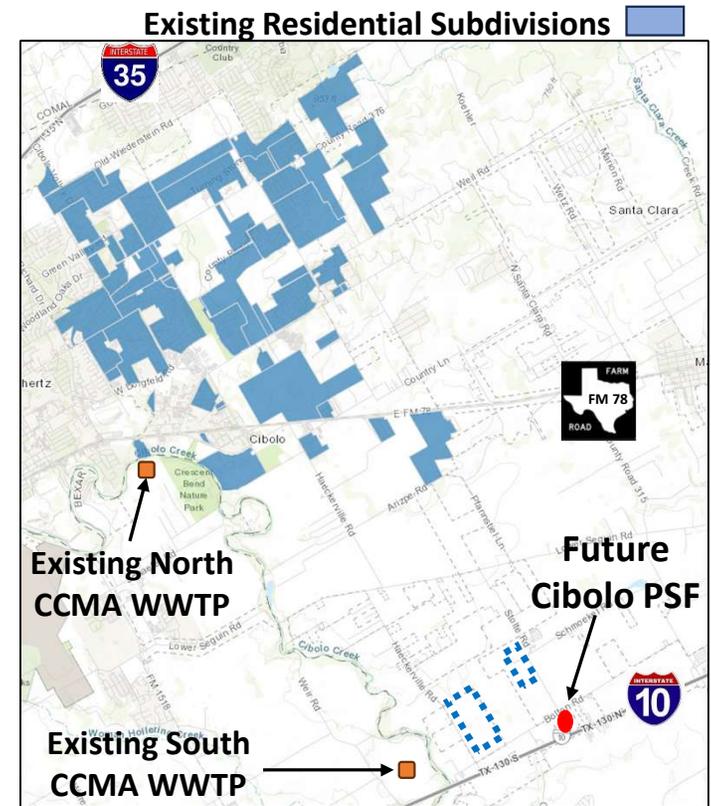
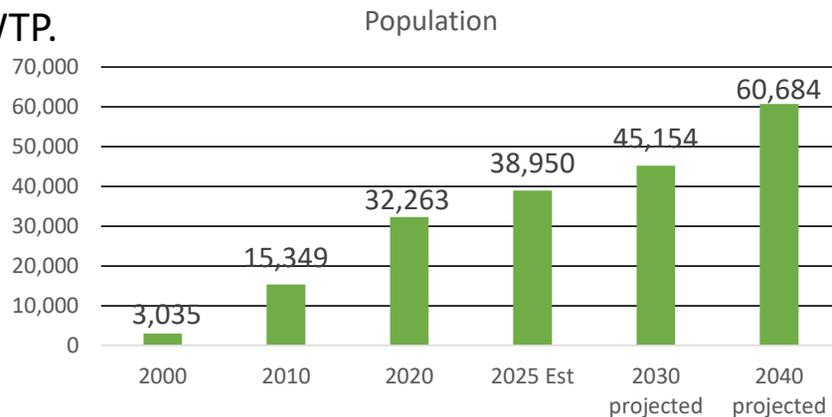
Controlling Our Destiny – Residential Growth

- Mosaic Land Development, LLC, is proposing the Bolton Road Municipal Utility District (MUD) of Guadalupe County.
- 294 acres across 2 tracts located in the City's ETJ with 1,378 single-family lots
 - Estimated population of 4,409 residents upon build-out
 - Haeckerville Tract 192 +/- acres with 815 SF lots located in City's future CCN
 - Schmoekel Tract 101.5 acres with 563 SF lots (front loaded) located in GVSUD's CCN
- Developer anticipates construction and delivery of approximately 40–60 homes per year per project, subject to market conditions, infrastructure availability, and construction timelines.



Controlling Our Destiny – Residential Growth

- Cibolo has been one of the fastest growing cities in Guadalupe County over past 2 decades.
- Estimated population of 37,816 (2024-07) by the US Census. The City of Cibolo is posed to exceed 40,000 by end of 2026. This growth has been supported by the CCMA North WWTP.
- With Cibolo’s commitment to provide wastewater between FM 78 and I-10 within new CCN, future growth will be supported by new wastewater infrastructure and the CCMA South WWTP.



Proposed Residential Development located in ETJ

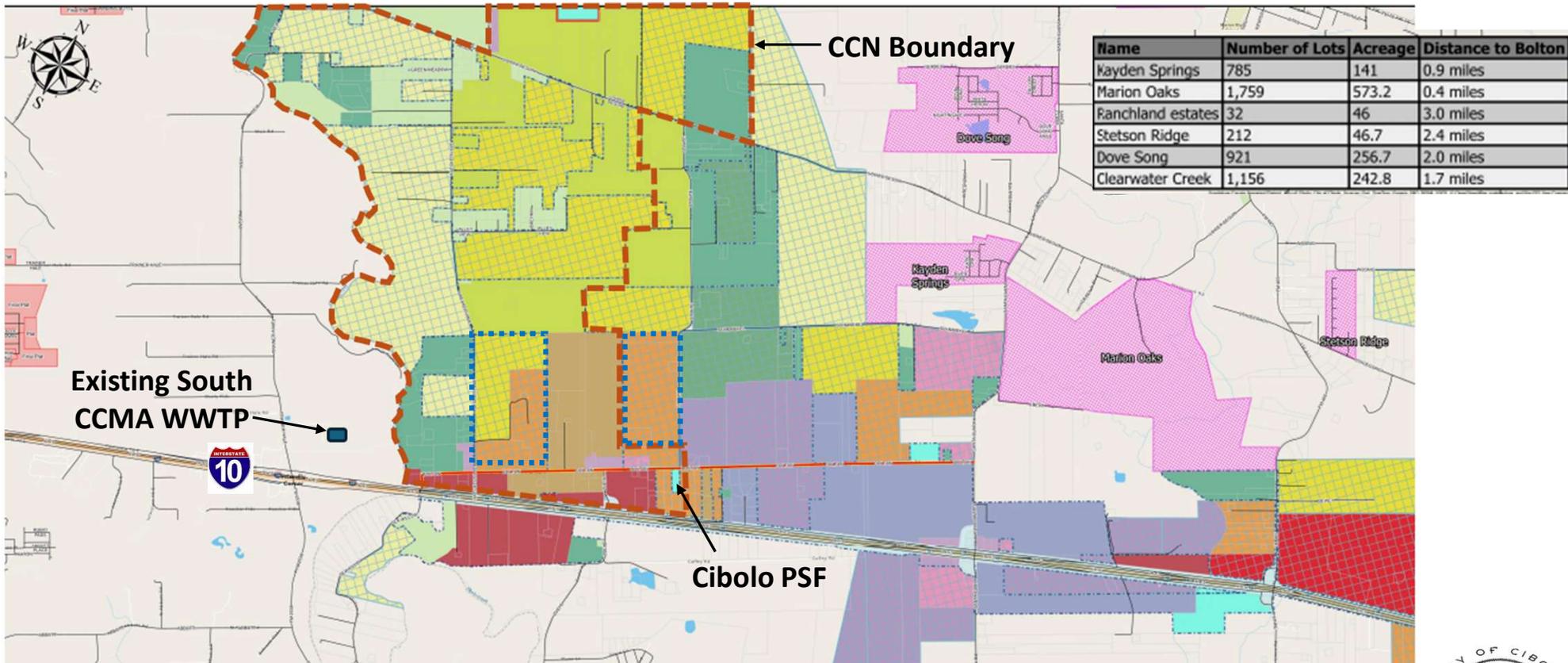


Cibolo's Goals

- Controlling Our Destiny
- **Implement Long Range Plans...**
 - **Future Land Use Map...** Diverse and balanced land uses
 - **Master Thoroughfare Plan...** Regional Mobility
 - **South Sanitary Sewer Master Plan...** Adequate Public Facilities
- Quality Development
- **Infrastructure...** Ensure development provides adequate public facilities and contributes to the cost of infrastructure consistent with the City's Master Plans and State law.
- Partnerships
- Generate Revenue



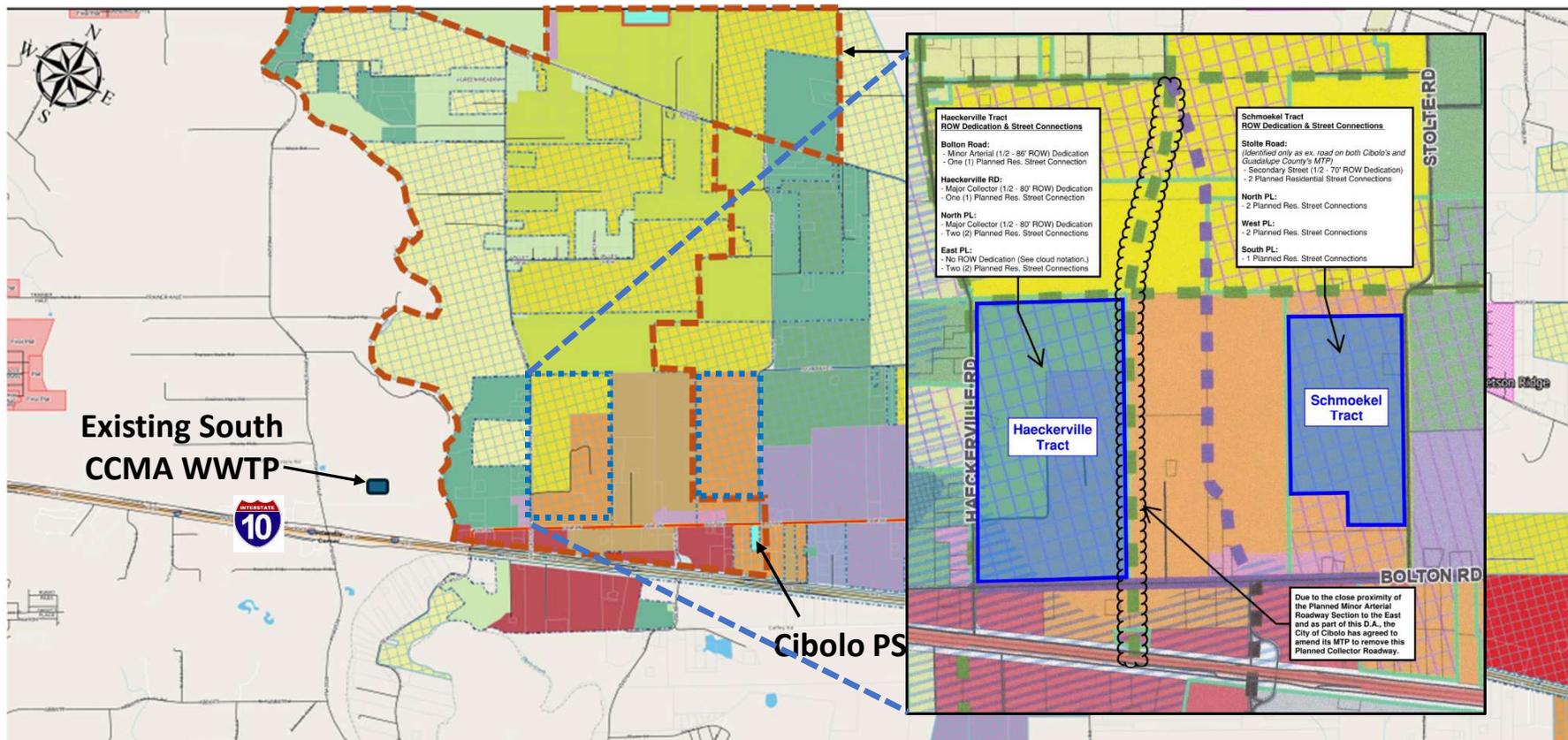
Implement Comp Plan – Future Land Use Map



Proposed Residential Development located in ETJ



Implement Master Thoroughfare Plan



Proposed Residential Development located in ETJ



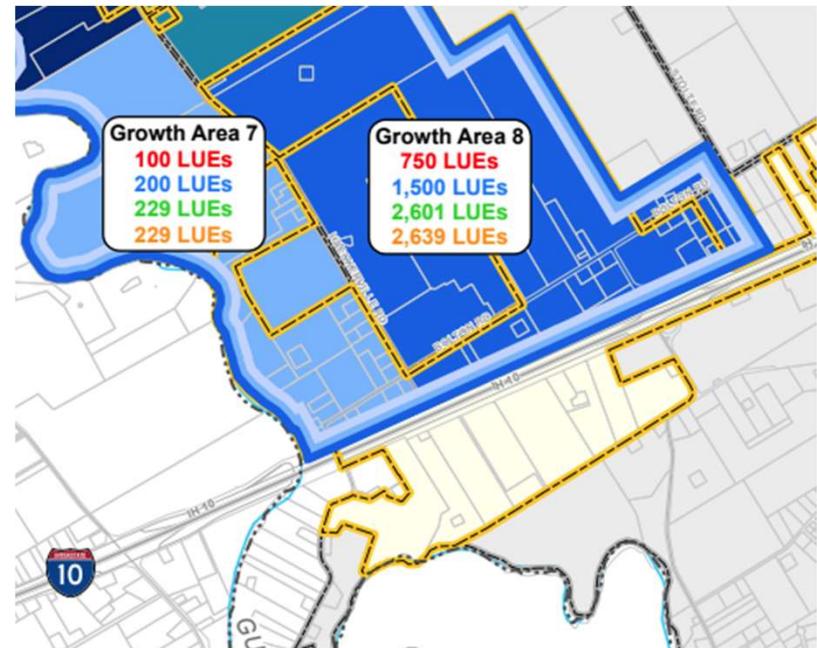
Implement South Sanitary Sewer Master Plan

Table 4-1: Projected Dry Weather Wastewater Flows

Basin Flow Projections (MGD)				
Growth Area	2030	2035	2050	Buildout
7	0.02	0.05	0.06	0.06
8	0.18	0.37	0.64	0.65
GVSUD	0.025 <i>0.05[†]</i>	0.125 <i>0.225[†]</i>	0.35 <i>0.525[†]</i>	0.35 <i>0.525[†]</i>
South	0.225 <i>0.250[†]</i>	0.705 <i>0.805[†]</i>	2.250 <i>2.425[†]</i>	2.350 <i>2.525[†]</i>

[†]Assumes all GVSUD flow purchases per CSA are realized

Figure 3.2 City of Cibolo South Sanitary Sewer Future Growth Areas

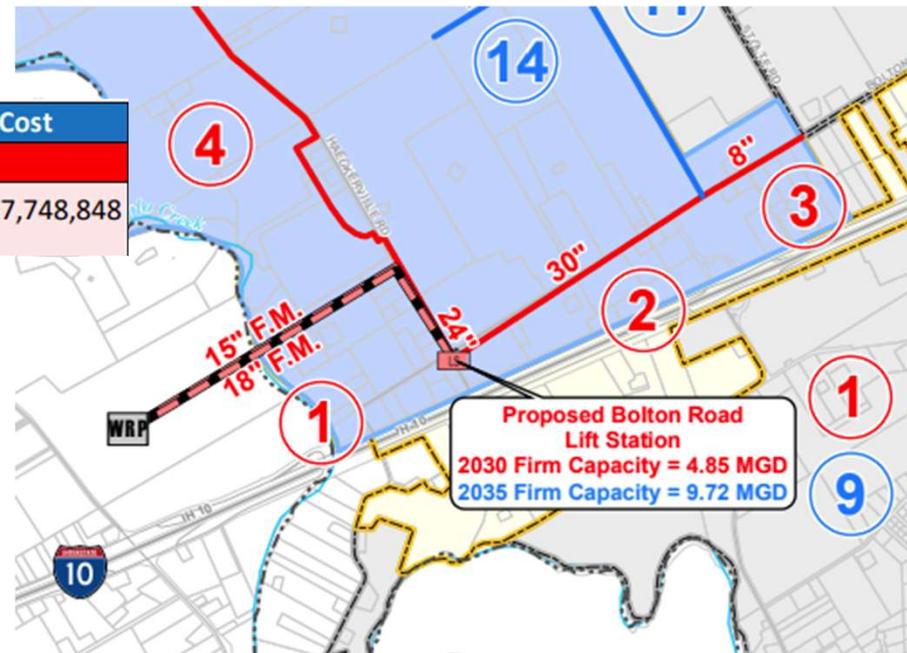


Implement South Sanitary Sewer Master Plan

Figure 5-1 City of Cibolo South Sanitary Sewer Capital Improvements Plan

Table 5-1: CIP Summary

Project Name	Cost
Short Term Projects	
New Bolton Road Lift Station with 18-inch/15-inch Force Mains (Alignment Option B)	\$ 37,748,848



Implement South Sanitary Sewer Master Plan

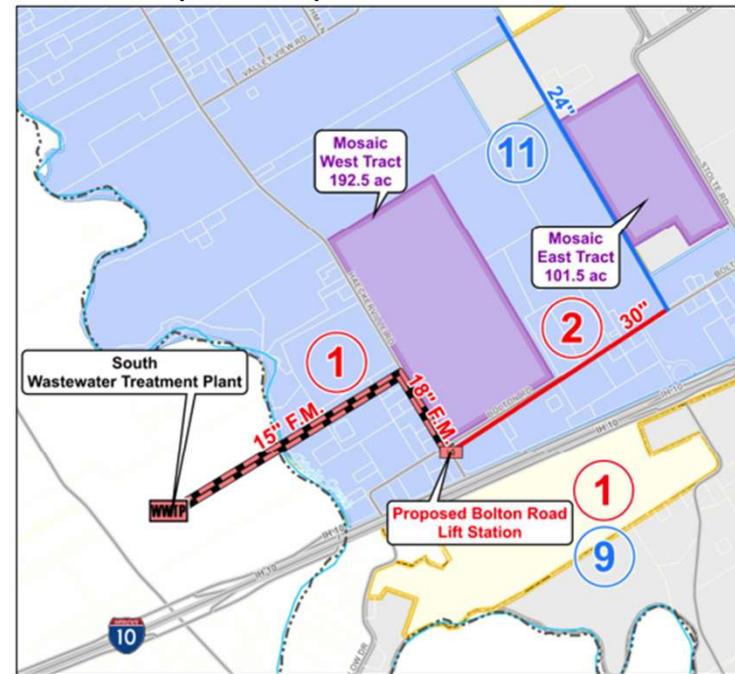
The City of Cibolo is committed to advancing the South Sanitary Sewer Master Plan.

The immediate priority is to design and construct Project 1 with Projects 2, 9, and part of 11 as next level.

Capital Improvement Projects Summary

Opinion of Probable Construction Cost		
Project	Description	Total
1	New 4.85 MGD Haeckerville Lift Station & 12-inch Force Main	\$37,748,848
2	30-inch Bolton Road Trunk Line	\$4,371,920
9	Bolton Road Lift Station Expansion	\$3,720,000
11	24-inch Bolton Road Trunk Line Extension	\$3,845,200
Estimated Project Total:		\$49,685,968

Figure 5-1 City of Cibolo South Sanitary Sewer Capital Improvements Plan



Cibolo's Goals

- Controlling Our Destiny
- Implement Long Range Plans
- **Quality Development...** To establish and enforce quality development standards to create residential subdivisions that reflect our community values.
- Infrastructure
- Partnerships
- Generate Revenue



Proposed Land Plan – Haeckerville Tract

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
45' LOTS	405	52.99	7.64
50' LOTS	410	58.55	7.00
ROW	N/A	35.29	N/A
OPEN SPACE	N/A	36.16	N/A
DETENTION	N/A	6.57	N/A
AMENITY	N/A	3.00	N/A
PARK	N/A	1.00	N/A
LIFT STATION	N/A	0.31	N/A
TOTAL	815	193.87	4.20

LOT SUMMARY		
SIZE	LOTS	% LOT COUNT
45' LOTS	405	49.69%
50' LOTS	410	50.31%
TOTAL	815	100.00%



Proposed Land Plan – Schmoekel Tract

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
40' LOTS	563	64.19	8.77
ROW	N/A	19.62	N/A
OPEN	N/A	9.72	N/A
DETENTION	N/A	5.71	N/A
PARK	N/A	2	N/A
TOTAL	563	101.24	5.72



Proposed Development – Schmoekel Tract

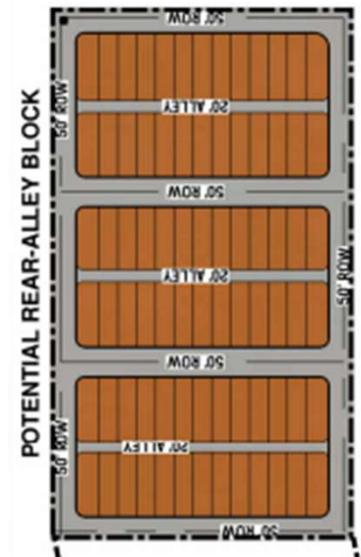


Minimum Lot Dimensions and Setbacks

Description	Schmoekel	
	40' Lots	Rear-Alley
Lot Size, minimum square feet	4000	3450
Lot Width, minimum feet	40	30
Corner Lot Width, minimum feet	50	40
Lot Depth, minimum feet	100	115
Front Setback, minimum feet	20	12
Side Setback, minimum feet	5	5
Rear Setback, minimum feet	20 ¹	5
Side/Rear Street Setback, minimum feet	15	15

Notes:

1. Rear setbacks for irregular shaped lots may be reduced to 10'.
2. Irregular shaped lots shall maintain a min. road frontage of 25'.



Quality Development

- The proposed Development Agreement contains several provisions that will require the Developer to follow development standards with properties within the 294 acres:
 - Land Plans
 - Architectural and Development Standards
 - Parks, Amenities, and Community Features
 - Foundation Standards and Inspections
 - Perimeter Fencing
 - Tree Requirement
- See slides on Development Agreement for more details and the attached, draft Development Agreement to this item.



Cibolo's Goals

- Controlling Our Destiny
- Implement Long Range Plans
- Quality Development
- Infrastructure
- **Partnerships...** To join with a developer to ensure the timing of City investments has customers who will contribute a pro-rata share of the costs.
- **Generate Revenue...** To the degree possible, find ways to offer city services that will benefit the City long-term.



Partnership

It is the intent of the Developer to construct its subdivisions at the same time as the City is constructing the wastewater infrastructure. The Developer will be responsible through the Agreements to the following:

- Pro-rata contributions to wastewater infrastructure;
- Dedicate site for lift station and on-site easements at no cost to City;
- Conduct a Traffic Impact Analysis (TIA) to identify contributions to transportation system and dedicate right-of-way for Haeckerville Road, Bolton Road, Stolte Road, and new collector across north side of Haeckerville Tract (see Exhibit F to Dev. Agmt.)



Generate Revenue

- Wastewater. Pro-rata contributions to wastewater infrastructure.
 - Haeckerville Tract. This subdivision will contribute \$3,959,270 in wastewater pro-rata fees with its proposed 815 SF lots.
 - Schmoekel Tract. This subdivision with 563 SF lots (front loaded) is located in GVSUD's CCN. As such, GVSUD may request to use its treatment capacity and transport capacity before having to trigger paying Cibolo costs.
- Solid Waste. This development will use the City's solid waste provider, resulting in \$1,621.85 in franchise fee/month to the City. The current monthly solid waste and recycling fee for a residential account (1 cart for each) is \$21.89, including \$1.99 franchise fee.
- Sales and Use Tax. The Strategic Partnership Agreement imposes the City's 1 cent general sales and use tax on residents within the district. Home/on-line deliveries will collect the City's 1 cent general sales tax.



Part 2. Overview of Agreements



Proposed Strategic Partnership Agreement

Strategic Partnership Agreement. Texas Local Government Code (the “Code”) Section 43.0751 (the “SPA Statute”) provides authority for municipalities and special districts to enter into an agreement that may provide for, among other things, the limited purpose annexation of a special district.

The proposed **SPA** will be between the **City of Cibolo, Texas**, and the **Bolton Road Municipal Utility District (MUD) of Guadalupe County** and contains provisions:

- Limited Purpose Annexation upon approval of both entities (Section 3.01)
- Exempt from Cibolo Property Tax and Debt during term (Section 3.02)
- Municipal Utility District retains powers and authority of a MUD (Section 3.03)
- MUD to remain in Cibolo’s ETJ (Section 3.04)
- Qualified voters in the District may vote in Cibolo elections for elected officials (Article IV)
- City’s Sales and Use tax (1%) imposed within the District
- City may pursue Full Purpose Annexation at termination of agreement (Section 6.02)
- Term of agreement is 30 years (Section 8.02)



Development Agreement Overview

Development Agreement. Texas Local Government Code Section 212.172(b) (Development Agreement) provides the governing body of a municipality may make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality to:

- (1) guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality;
- (2) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
- (3) authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;
- (4) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;



Development Agreement Overview

Development Agreement (continued):

- (5) provide for infrastructure for the land, including:
 - (A) streets and roads; (B) street and road drainage; (C) land drainage; and (D) water, wastewater, and other utility systems;
- (6) authorize enforcement of environmental regulations;
- (7) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
- (8) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
- (9) include other lawful terms and considerations the parties consider appropriate.

Per Texas law, a landowner is not required to enter into a development agreement.



Proposed Development Agreement

- **Benefits of Proposed Development Agreement**

- Implementation of Long Range Plans
- Land Plans
- Architectural and Development Standards
- Parks, Amenities, and Community Features
- Foundation Standards and Inspections
- Perimeter Fencing
- Tree Requirement
- Wastewater
- Solid Waste Services
- Transportation



Proposed Development Agreement

The proposed **Development Agreement** will be between the **City of Cibolo, Texas**, and **Mosaic Land Development, LLC**, and contains provisions to provide for:

- **Project Description...** planned as master planned residential communities with 1,378 dwelling units on a total of 295.15 acre with supporting infrastructure, amenities, and public improvements coordinated with the City (Section 1)
- **Future Land Use Map...** developed in general conformity with the existing Future Land Use Map (FLUM) adopted by the City with the Schmoekel tract being classified as 100% ("Compact Residential") and Haeckerville being classified as 50% ("Compact Residential") and 50% ("Community Residential") (Section 2)
- **Land Development Regulations...** The Projects are not subject to City zoning regulations due to their location within the ETJ. Development standards applicable to the Projects shall be governed by this Agreement. (Section 3)
- **Future Thoroughfare Map...** Developer shall dedicate right-of-way consistent with the City's adopted **Major Thoroughfare Plan ("MTP")**.... Such dedications shall be made at the time of platting and shall not require construction of ultimate roadway improvements. **Notwithstanding the foregoing, the City agrees to amend the MTP to remove the planned collector roadway currently depicted along the eastern boundary of the Haeckerville Tract**, and no right-of-way dedication shall be required for such facility as part of the Haeckerville Project. (**Exhibit "F"**)



Proposed Development Agreement

Development Agreement (Continued)

- **Street Connections...** Internal street networks within the Projects shall be designed to provide adequate connectivity to existing and planned public roadways as determined by a **Traffic Impact Analysis (“TIA”)**. Developer agrees to provide necessary street connections consistent with approved plats and engineering standards. (Section 5)
- **Drainage...** Stormwater drainage for the Projects shall be designed and constructed in accordance with City drainage criteria, applicable state regulations, and approved drainage studies. Developer shall be responsible for onsite drainage facilities necessary to serve the Projects. (Section 6)
- **Parks, Amenities, and Community Features (Section 7)**
 - **Amenities:** Construction of a park (approximately one (1) acre) and a separate amenity center (approximately three (3) acres) within the **Haekerville Project** substantially similar to the (“**Exhibit A**”), interconnected by a walking trail. Construction of a separate amenity center (approximately two (2) acres) within the **Schmoekel Tract. and Community Features**
 - **Amenity Center / Major Park Elements (Haekerville & Schmoekel)**
 - **Playscapes / Pocket Park Elements (Haekerville)**
 - **Amenity Timing:** Construction of amenity centers for each Project shall commence upon achievement of **thirty percent (30%)** buildout of the applicable Project.



Proposed Development Agreement

Development Agreement (Continued)

- **Parks, Amenities, and Community Features (Section 7)**
 - **Community Features:** Enhanced entry monumentation and perimeter fencing consistent with approved concepts and substantially similar to (Exhibit "A").
 - **Proposed Land Donation & Outdoor Recreation Facility**
- **Environmental...** Environmental Assessments have been conducted on both projects. (Section 8)
- **Soils & Residential Foundations...** (Section 9)
 - **Residential Foundations**
 - **Foundation Standards:** All residential lots within both Projects shall be constructed in accordance with one of the following foundation design approaches: (i) compliance with the City of Cibolo's adopted foundation design criteria as set forth in **Ordinance No. 1409**, or (ii) a lot-specific geotechnical investigation and corresponding structural foundation design prepared by a licensed professional engineer. In the event the lot-specific design approach is utilized, the builder shall provide a minimum ten (10)-year structural foundation warranty for each residence.



Proposed Development Agreement

Development Agreement (Continued)

- **Streets...** Streets within both projects will be designed in accordance with the City of Cibolo's standards for construction.... (Section 10)
- **Sanitary Sewer...** Sanitary sewer service for both Projects shall be provided by the **City of Cibolo** ("Wastewater Collection and Transport Provider") subject to the terms and conditions in the Comprehensive Settlement Agreement ("CSA") between the City of Cibolo, Texas, and Green Valley Special Utility District, as may be amended.... (Section 11). The following are highlights:
 - **Capacity:** Maximum of 1,400 Equivalent Dwelling Units (EDUs).
 - **Developer Contribution Cap (Cibolo):** \$4,858 per EDU.
 - **CIP Infrastructure:** City agrees to pursue construction of CIP sewer infrastructure.
 - **Lift Station & Easements:** The Developer shall dedicate a site for a lift station and on-site easements at no cost to the City.
 - **Schmoekel Tract – GVSUD NSSA:** City agrees to aid and, if necessary, be a party to Developer's Non-Standard Service Agreement (NSSA) with **GVSUD** for the Schmoekel Tract.
 - **CCN Transfer Cooperation:** Developer shall support the CCN transfer between GVSUD and the City without protest,....



Proposed Development Agreement

Development Agreement (Continued)

- **Water...** Potable Water Service shall be provided by the applicable retail water provider (**Green Valley Special Utility District**) (Section 12)
- **Architectural Controls and Product Standards...** Developer shall implement architectural and product standards substantially similar to Exhibit “B” and formally governed by Exhibit “C” as follows. (Section 13):
 - **Masonry:** Homes within the Haeckerville Project shall provide a minimum of **eighty percent (80%) masonry** (where masonry is applicable) on front facades.
 - **Lot Mix:** The Haeckerville Project shall include a mix of 45- and 50-foot typical lot widths. The Schmoekel Project is currently planned as a 40-foot typical lot width community.
 - **Alley Loaded Lots:** The Developer has identified potential alley-loaded blocks within the Schmoekel Tract (**Exhibit “2A”**) and agrees to use commercially reasonable, good-faith efforts to incorporate such product through future builder negotiations.
 - **Facade Variety:** Architectural variety shall be achieved through builder product mix and design guidelines administered by **Developer’s Architectural Review Committee (“ARC”)** and formally governed by (**Exhibit “C”**).
 - **Tree Plantings:** Tree planting shall include two (2) trees per residential lot. The Front yard is limited to one (1) tree.



Proposed Development Agreement

Development Agreement (Continued)

- **Vested Rights and Governance...** This Agreement shall serve as a vested rights development agreement pursuant to applicable Texas law and shall control over conflicting ordinances or policies. The Developer is seeking exemption and relief from **City Ordinance No. 1261 Sec.19.4 Block Design (A)** in exchange for the standards established in the agreement. (Section 14)
- **City services and Fees...** Developer shall pay all applicable fees in connection with processing an official development application . (Section 15):
 - **Solid Waste Service:** Developer agrees that residential units within both Projects shall utilize the City of Cibolo's solid waste collection provider, subject to standard service terms.
 - **Development Application: Tree Plantings:** Tree planting shall include two (2) trees per residential lot. The Front yard is limited to one (1) tree.



Part 3. Fiscal Impact



Fiscal Impact

Under limited purpose annexation, the City will not provide local services, including Police, Public Works and others. Fire protection may be provided if the City maintains its interlocal government agreement with Guadalupe County.

- **Wastewater.** Pro-rata contributions to wastewater infrastructure.
 - Every Cibolo wastewater customer will be subject to the City's wastewater fees (monthly).
 - Haeckerville Tract. This subdivision will contribute \$3,959,270 in wastewater pro-rata fees with its proposed 815 SF lots.
 - Schmoekel Tract. This subdivision with 563 SF lots (front loaded) is located in GVSUD's CCN. As such, GVSUD may request to use its treatment capacity and transport capacity before having to trigger paying Cibolo costs.
- **Solid Waste.** This development will use the City's solid waste provider, resulting in \$1,621.85 in franchise fee/month to the City.
- **Sales and Use Tax.** The SPA imposes the City's 1 cent general sales and use tax on residents within the district.



Council Feedback and Direction

1. Does City Council support a Strategic Partnership Agreement to create a limited purpose annexation of a special district and preserve the opportunity, but not the obligation, to proceed with a full-purpose annexation at the end of the 30 year term?
2. Does City Council support City staff and the Developer continuing with negotiations as outlined in the draft Development Agreement to ?



DEVELOPMENT AGREEMENT

HAECKERVILLE & SCHMOEKEL TRACTS

THE STATE OF TEXAS §

COUNTY OF GUADALUPE §

This Development Agreement (“**Agreement**”) is made and entered into by and between **THE CITY OF CIBOLO, TEXAS**, a Texas home-rule municipality (“**City**”), acting by and through its City Council (“**Council**”), and **MOSAIC LAND DEVELOPMENT, LLC**, a Texas limited liability company (“**Developer**”).

Developer represents that it is authorized to enter into this Agreement on behalf of the owners of the real property subject to this Agreement, including **SA Not For You, LLC, SA Landon Ridge, LLC, RHPT, LLC, and Holly P. Garza**, an individual owning separate property (collectively, the “**Property Owners**”).

The City and Developer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

AGREEMENT

The Parties agree to provide the following services, either directly or by contracting, and to the following levels of funding subject to the conditions and exceptions in this Agreement.

1. Project Description

This Development Agreement (“**Agreement**”) is entered into by and between **Mosaic Land Development**, (“**Developer**”), and the **City of Cibolo**, (“**City**”). This Agreement governs the development of two residential projects known as **Haeckerville (Exhibit “1”)** and **Schmoekel (Exhibit “2”)** (collectively, the “**Projects**”).

Both Projects are located within the extraterritorial jurisdiction (“**ETJ**”) of the City of Cibolo and within the future **Bolton Road Municipal Utility District** (“**Bolton Road MUD**”). The Projects are planned as master planned residential communities with supporting infrastructure, amenities, and public improvements coordinated with the City.

The Projects collectively contemplate a maximum total of **1,378 residential dwelling units on a total of 295.15 acres**. Development shall proceed in multiple phases and shall be coordinated with existing utility capacity, infrastructure delivery schedules, and agreed absorption schedules.

2. Future Land Use Map

The Projects shall be developed in conformity with the existing **Future Land Use Map (FLUM)** adopted by the City with the Schmoekel tract being classified as 100% (“Compact Residential”) and Haeckerville being classified as 50% (“Compact Residential”) and 50% (“Community Residential”)

This Development Agreement shall serve as confirmation of the intended residential land use pattern depicted on approved land plans and exhibits, and no separate land study shall be required for either Project.

3. Land Development Regulations

- **Zoning:** The Projects are not subject to City zoning regulations due to their location within the ETJ. Development standards applicable to the Projects shall be governed by this Agreement, and the City’s valid subdivision ordinances consistent with state law and applicable within the ETJ as applicable. No zoning or rezoning approvals shall be required as a condition of development.
- **Preliminary Platting:** Upon execution of this development agreement the Developer will submit overall preliminary subdivision plats for both projects to the City for approval. The City agrees to use best efforts to process, review, and approve preliminary plats in a timely manner.

4. Future Thoroughfare Map

Developer shall dedicate right-of-way consistent with the City’s adopted **Major Thoroughfare Plan (“MTP”)**, as applicable to the layouts for the Projects. Such dedications shall be made at the time of platting and shall not require construction of ultimate roadway improvements. Notwithstanding the foregoing, the City agrees to amend the **MTP** to remove the planned collector roadway currently depicted along the eastern boundary of the Haeckerville Tract, and no right-of-way dedication shall be required for such facility as part of the Haeckerville Project. (**Exhibit “F”**)

5. Street Connections

Internal street networks within the Projects shall be designed to provide adequate connectivity to existing and planned public roadways as determined by a **Traffic Impact Analysis (“TIA”)**. Developer agrees to provide necessary street connections consistent with approved plats and engineering standards. Developer shall provide additional stub-outs to adjacent tracts to facilitate future connectivity and orderly development of surrounding properties.

6. Drainage

Stormwater drainage for the Projects shall be designed and constructed in accordance with City drainage criteria, applicable state regulations, and approved drainage studies. Developer shall be responsible for onsite drainage facilities necessary to serve the Projects.

7. Parks, Amenities, and Community Features

Developer shall provide parks, amenities, and community features as follows:

- **Amenities:** Construction of a park (approximately one (1) acre) and a separate amenity center (approximately three (3) acres) within the **Haeckerville Project** substantially similar to the (“**Exhibit A**”), interconnected by a walking trail. Construction of a separate amenity center (approximately two (2) acres) within the **Schmoekel Tract**. These amenities shall satisfy and exceed any parkland dedication or fee-in-lieu requirements.
 - **Amenity Center / Major Park Elements (Haeckerville & Schmoekel):**
 - Swimming pool, Pool deck with hardscape and seating areas, Pool fencing and controlled access gates, Restroom building, Outdoor furniture (tables, benches, loungers)
 - **Playscapes / Pocket Park Elements (Haeckerville)**
 - Playground equipment (slides, climbing structures, swings), Engineered play surface (mulch or turf), Benches and picnic tables, Park signage or monument feature
- **Amenity Timing:** Construction of amenity centers for each Project shall commence upon achievement of **thirty percent (30%) buildout** of the applicable Project.
 - **Haeckerville - 30% Buildout:** Construction of the required amenities shall commence prior to the issuance of utility service connections for the two hundred forty-fifth (245th) residential unit within the Haeckerville project. Once commenced, amenity construction shall be diligently pursued and completed within eighteen (18) months. In the event amenity construction is A) not commenced by the issuance of utility service connection for the two hundred forty-fifth (245th) residential unit or B) completed within such eighteen (18)-month period, and no mutually agreeable extension or modification has been approved by the City and Developer in writing, the City may withhold approval of future construction plans for the Haeckerville project until such time as the amenity construction is completed or an alternative agreement is reached.

- **Schmoekel 30% Buildout:** Construction of the required amenities shall commence prior to the issuance of utility service connections for the one hundred seventy-first (171st) residential home within the Schmoekel project. Once commenced, amenity construction shall be diligently pursued and completed within eighteen (18) months. In the event amenity construction is not completed within such eighteen (18)-month period, and no mutually agreeable extension or modification has been approved by the City and Developer in writing, the City may withhold approval of future construction plans for the Schmoekel project until such time as the amenity construction is completed or an alternative agreement is reached.
- **Community Features:** Enhanced entry monumentation and perimeter fencing consistent with approved concepts and substantially similar to **(Exhibit “A”)**.
 - **Perimeter Fencing:** Shall consist of six-foot (6’) cedar cap-and-rail fence with cap and trim, stained, with exposed “X” bracing. Masonry or stone columns approximately (2’x2’x6’) shall be located at each corner and spaced at intervals of up to one hundred feet (100’). Perimeter fencing shall be owned and maintained in perpetuity by a homeowners’ association or the Bolton Road MUD.
- **Proposed Land Donation & Outdoor Recreation Facility:** The Developer is planning to donate approximately **10+ acres to a local non-profit organization** within the Haeckerville Tract, at or near the intersection of Haeckerville Road and Bolton Road, for youth sports or recreational use. Currently, the Developer is in negotiations with the **Marion Youth Sports Organization (“MYSO”)**. The plan is for the facility to be open and available to the public, with direct walkable access from the Haeckerville project. The facilities will be constructed, owned, operated, and maintained by the MYSO or a similar organization. **(See Exhibit A)**

8. Environmental

Environmental Assessments have been conducted on both projects. Developer shall comply with all applicable federal, state, and local environmental regulations. No known regulated environmental conditions materially affecting development have been identified, and development shall proceed subject to standard environmental due diligence.

9. Soils & Residential Foundations

Soils: Geotechnical investigations shall be performed for the Projects in accordance with standard engineering practices. Development shall account for site-specific soil conditions through appropriate foundation design, street design standards, drainage improvements, and construction methods.

Residential Foundations: Residential Foundations within both the Projects shall be permitted and inspected with the City of Cibolo’s third-party inspection company. Developer and City’s third-party inspection company will contract directly and Developer will be responsible for inspection payment.

- **Foundation Standards:** All residential lots within both Projects shall be constructed in accordance with one of the following foundation design approaches: (i) compliance with the City of Cibolo’s adopted foundation design criteria as set forth in **Ordinance No. 1409**, or (ii) a lot-specific geotechnical investigation and corresponding structural foundation design prepared by a licensed professional engineer. In the event the lot-specific design approach is utilized, the builder shall provide a minimum ten (10)-year structural foundation warranty for each residence.

10. Streets

Streets within both projects will be designed in accordance with the City of Cibolo’s standards for construction. The City of Cibolo shall have the right but not the obligation to inspect the construction of all streets and drainage structures within both projects. The streets will be publicly accessible, but privately maintained by the MUD or HOA until such time as the City of Cibolo may exercise its right per the SPA to annex the developments.

11. Sanitary Sewer

Sanitary sewer service for both Projects shall be provided by the **City of Cibolo** (“Wastewater Collection and Transport Provider”) subject to the terms and conditions in the Comprehensive Settlement Agreement (“CSA”) between the City of Cibolo, Texas, and Green Valley Special Utility District, as may be amended, utilizing infrastructure connected to the **Cibolo Creek Municipal Authority (CCMA)** (“Wastewater Treatment Provider”) system. Key provisions include:

- **Capacity:** Total wastewater capacity for both Projects shall not exceed **1,400 Equivalent Dwelling Units (EDUs)**, inclusive of any nonresidential or common area meters such as parks, amenity centers, and landscape irrigation.
- **Developer Contribution Cap (Cibolo):** Developer’s total contribution for wastewater service to the City of Cibolo shall be capped at **\$4,858 per EDU** based upon a pro-rata fee calculation by Freese & Nichols in its role as the City’s consultant to perform an impact study for wastewater services. This amount shall be accepted by the City as full and final consideration for all wastewater impact fees, capacity charges, and connection fees for the **Haeckerville** Tract (Exhibit “1”). Developer’s contribution for wastewater service for the **Schmoekel** Tract (Exhibit “2”) is subject to GVSUD fees, policies, and standards based on the location of this property in the GVSUD CCN at this time. If the City and GVSUD agree on an

amendment to their wastewater CCN boundaries and place the **Schmoekel** Tract in the City of Cibolo's wastewater CCN, the Developer's total contribution to the City of Cibolo for wastewater service shall be capped at **\$4,858 per EDU**.

- **Allocation of Fees:** The \$4,858 per EDU contribution shall be exclusive to the City of Cibolo collection system and does not include any CCMA impact fees. Developer acknowledges that there is a separate CCMA impact fee in addition to the \$4,858 per EDU contribution.
- **Timing of Fee Payment:** Developer shall pay all applicable impact fees and per-EDU utility contributions at the time of individual lot service connection.
- **City Capacity Commitment:** City shall reserve wastewater treatment capacity interest rights at the South CCMA WWTP in Phase I and future expansions necessary to serve the Projects as contemplated by this Agreement.
- **CIP Infrastructure:** City agrees to acquire required off-site easements and construct necessary CIP sewer infrastructure pursuant to the South Sanitary Sewer Master Plan, with service available no later than [insert date] , subject to force majeure.
- **Lift Station & Easements:** Developer shall dedicate a site and necessary easements at no cost to the City for a sanitary sewer lift station at a mutually agreeable location and shall dedicate on-site sewer easements at no cost to the City as required.
- **Schmoekel Tract – GVSUD NSSA:** City agrees to aid and, if necessary, be a party to Developer's Non-Standard Service Agreement (NSSA) with **Green Valley Special Utility District (GVSUD)** for interim wastewater service to the Schmoekel Tract.
- **CCN Transfer Cooperation:** Developer shall support the CCN transfer between GVSUD and the City without protest, provided such transfer does not delay service availability or materially increase Developer's costs related to the Projects.

12. Water

Potable Water Service shall be provided by the applicable retail water provider (**Green Valley Special Utility District**) consistent with existing certificates of convenience and necessity. Developer shall construct and dedicate all onsite water infrastructure and dedicate necessary easements.

13. Architectural Controls and Product Standards

Developer shall implement architectural and product standards substantially similar to **Exhibit “B”** and formally governed by **Exhibit “C”** as follows:

- **Masonry:** Homes within the Haeckerville Project shall provide a minimum of **eighty percent (80%) masonry** (where masonry is applicable) on front facades. Corner lots shall include three-sided masonry only to the extent reasonably visible from public rights-of-way. Final masonry placement and materials may vary by builder product.
- **Lot Mix:** The Haeckerville Project shall include an approximate 50% / 50% mix of 45- and 50-foot typical lot widths, with a minimum lot width of 45 feet. The final lot distribution may be adjusted by the Developer based on market conditions, engineering, or drainage considerations. The Schmoekel Project is currently planned as a 40-foot typical lot width community, with a minimum lot width of 40 feet.
- **Alley Loaded Lots:** The City has indicated a preference for the inclusion of rear alley-loaded product within the Projects. The Developer has identified potential alley-loaded blocks within the Schmoekel Tract (**Exhibit “2A”**) and agrees to use commercially reasonable, good-faith efforts to incorporate such product through future builder negotiations. Notwithstanding the foregoing, any lots within either Project with a typical front lot width of less than 40 feet shall be developed exclusively as rear alley-loaded lots. Such Alley loaded lots will not be subject to the architectural requirements detailed in (**Exhibit “C”**).
- **Facade Variety:** Architectural variety shall be achieved through builder product mix and design guidelines administered by **Developer’s Architectural Review Committee (“ARC”)** and formally governed by (**Exhibit “C”**). Different elevations, materials, and floorplans will be used and appropriately mixed so that the same product is not next door to each other.
- **Tree Plantings:** Tree planting shall include two (2) trees per residential lot. The Front yard is limited to one (1) tree.
- **Inspections:** City and Developer shall coordinate limited-purpose building inspection services solely to verify compliance with the architectural standards set forth in **Exhibit C** and the applicable provisions of this Development Agreement. Such inspections shall be narrowly scoped and shall not extend to general building code, zoning, or permitting enforcement beyond the express architectural and design criteria agreed herein. All inspection services shall be performed at Developer’s sole cost pursuant to a separate agreement directly between Developer and the City’s designated third-party inspection firm and the City shall not impose, assess, or apply any markup, surcharge, administrative fee, or other additional cost in connection with such inspections or any related approvals.

14. Vested Rights and Governance

This Agreement shall serve as a vested rights development agreement pursuant to applicable Texas law and shall control over conflicting ordinances or policies. The Agreement shall bind successors and assigns.

- **Limited Purpose Inspections:** Developer shall coordinate with the City's third-party permit review provider for plumbing and exterior building inspections, provided such inspections are limited to compliance with this Agreement and conducted under ARC oversight.
- **Vesting:** The Agreement shall confirm vesting for a minimum of 40' Feet Wide Lots without alley requirements for the Schmoekel Tract. The Projects are exempt and expressly granted relief from **City Ordinance No. 1261 Sec.19.4 Block Design (A)** in exchange for the development and architectural standards established herein. Unless otherwise stated in the terms of this development agreement, both projects will be built consistent with the applicable city ordinances and rules as of the time of the execution of this development agreement.

15. City Services & Fees

- **Solid Waste:** Developer agrees that residential units within both Projects shall utilize the City of Cibolo's solid waste collection provider, subject to standard service terms.
- **Development Application Fees:** Developer agrees that in connection with the execution of this agreement, development agreement fees are payable to the City of Cibolo, calculated at \$33,015, plus any professional services fees incurred with the review and processing of this agreement. In addition, developer agrees to sign a professional services agreement with this development application that is an acknowledgement that the City uses engineering and legal consultants who have been and will be involved in the development and review of the agreement and that developer is responsible for the professional planning, engineering and/or legal fees charged to the City by third party planners, engineers, and attorneys.

16. Project Schedule

Developer anticipates construction and delivery of approximately **40–60 homes per year per Project**, subject to market conditions, infrastructure availability, and construction timelines. This schedule shall inform wastewater capacity planning and CIP sequencing.

17. Strategic Partnership Agreement (SPA) – Delayed Annexation

Developer agrees to a delayed annexation of the Projects pursuant to a **Strategic Partnership Agreement (SPA) (Exhibit “D”)**, to occur following repayment of any public improvement bonds or equivalent obligations. Annexation shall not be a condition of precedent to utility service, vesting, or development approvals under this Agreement.

Exhibits

Exhibit 1 - Haeckerville Landplan

Exhibit 2 – Schmoekel Landplan

Exhibit 2A – Schmoekel Landplan (Alley Option)

Exhibit A – Haeckerville Amenity Examples

Exhibit B – Elevation Mix Presentation

Exhibit C – Architectural Design and Product Mix Standards

Exhibit D – Bolton Road MUD – Final SPA

Exhibit E – Cibolo Sewer Cost Memo

Exhibit F – Major Thoroughfare Amendment – To Be processed

LEGEND

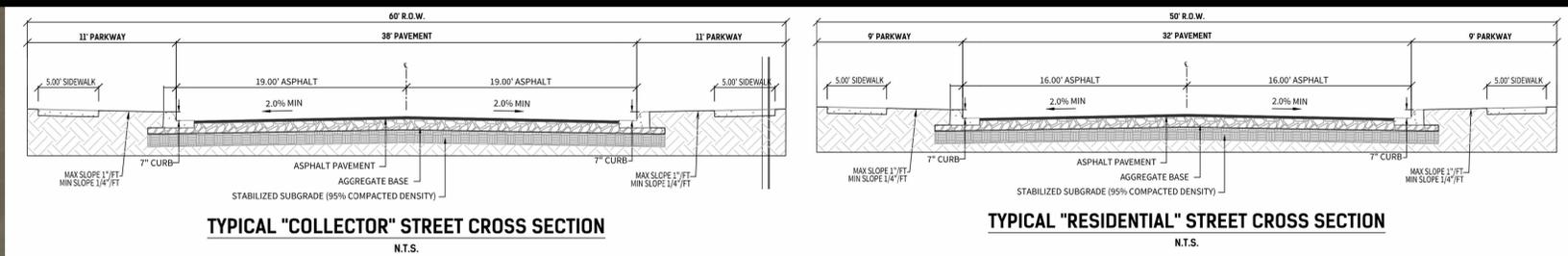
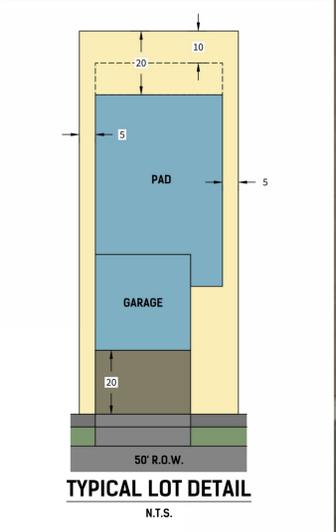
- TRACT BOUNDARY
- 45' LOTS
- 50' LOTS
- RIGHT OF WAY
- TRAIL
- OPEN SPACE
- LIFT STATION
- AMENITY/PARK
- DETENTION

DEVELOPMENT SUMMARY

USE	LOTS	ACREAGE	DU/Ac.
45' LOTS	405	52.99	7.64
50' LOTS	410	58.55	7.00
ROW	N/A	35.29	N/A
OPEN SPACE	N/A	36.16	N/A
DETENTION	N/A	6.57	N/A
AMENITY	N/A	3.00	N/A
PARK	N/A	1.00	N/A
LIFT STATION	N/A	0.31	N/A
TOTAL	815	193.87	4.20

LOT SUMMARY

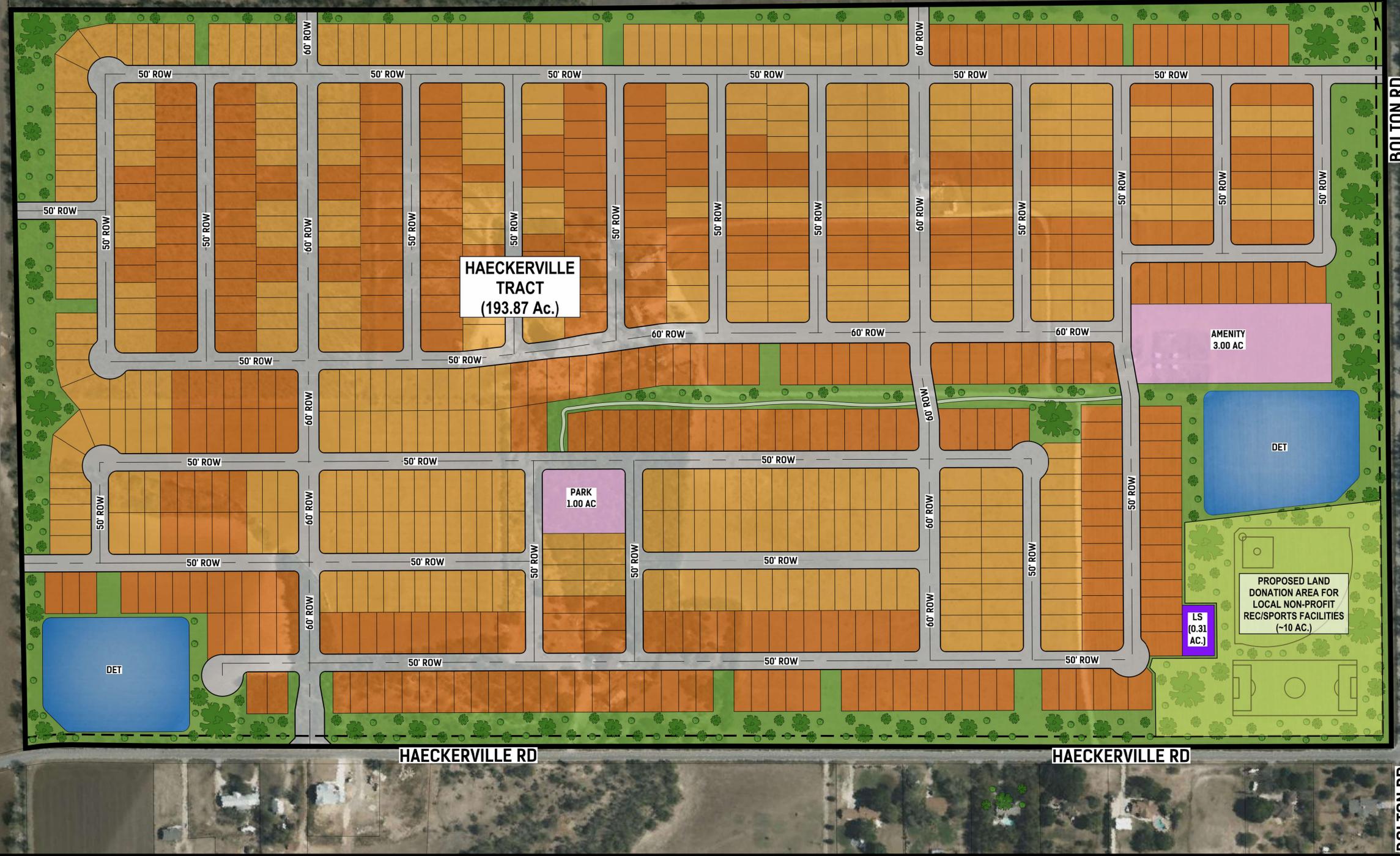
SIZE	LOTS	% LOT COUNT
45' LOTS	405	49.69%
50' LOTS	410	50.31%
TOTAL	815	100.00%



Minimum Lot Dimensions and Setbacks

Description	Haekerville 45'-50' Lots
Lot Size, minimum square feet	4500
Lot Width, minimum feet	45
Corner Lot Width, minimum feet	55
Lot Depth, minimum feet	100
Front Setback, minimum feet	20
Side Setback, minimum feet	5
Rear Setback, minimum feet	20 ¹
Side/Rear Street Setback, minimum feet	15

Notes:
 1. Rear setbacks for irregular shaped lots may be reduced to 10'.
 2. Irregular shaped lots shall maintain a min. road frontage of 25'.



HAECKERVILLE / MASTER LAND PLAN

CIBOLO, TEXAS

JANUARY 2026



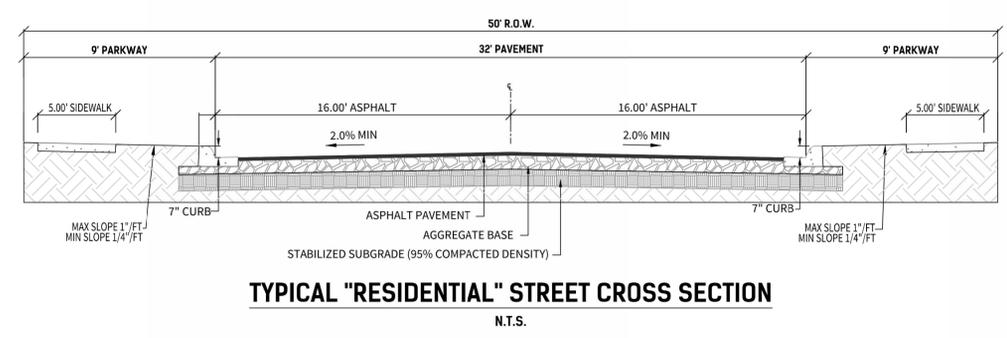
CUDE ENGINEERS
 4122 POND HILL ROAD, SUITE 101
 SAN ANTONIO, TEXAS 78231
 P:(210) 681.2951 F:(210) 523.7112



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LEGEND

- SCHMOEKEL TRACT BOUNDARY
- RIGHT OF WAY
- OPEN SPACE
- TRAIL
- DETENTION
- HOA PARK
- 40' LOTS
- 32' LOTS



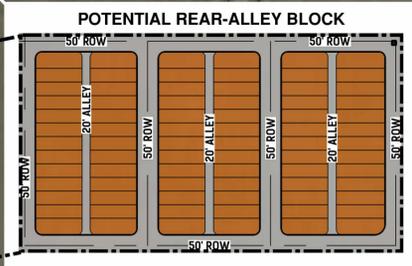
EXAMPLE SUMMARY WITH REAR-ALLEY LOADED PRODUCT
(Note: Rear alley access required for typical lot width less than 40'.)

EXAMPLE DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
32' LOTS	78	6.54	11.93
40' LOTS	501	57.65	8.69
ROW	N/A	19.62	N/A
OPEN	N/A	9.72	N/A
DETENTION	N/A	5.71	N/A
PARK	N/A	2	N/A
TOTAL	579	101.24	5.72

Example summary assumes 32' wide alley loaded product.

TYPICAL 32' LOT DETAIL
N.T.S.

DEVELOPMENT SUMMARY			
USE	LOTS	ACREAGE	DU/Ac.
40' LOTS	563	64.19	8.77
ROW	N/A	19.62	N/A
OPEN	N/A	9.72	N/A
DETENTION	N/A	5.71	N/A
PARK	N/A	2	N/A
TOTAL	563	101.24	5.72



TYPICAL 40' LOT DETAIL
N.T.S.

TYPICAL <40' LOT DETAIL
N.T.S.
(Note: Rear alley access required for typical lot width less than 40'.)

Minimum Lot Dimensions and Setbacks

Description	Schmoekel	
	40' Lots	Rear-Alley
Lot Size, minimum square feet	4000	3450
Lot Width, minimum feet	40	30
Corner Lot Width, minimum feet	50	40
Lot Depth, minimum feet	100	115
Front Setback, minimum feet	20	12
Side Setback, minimum feet	5	5
Rear Setback, minimum feet	20 ¹	5
Side/Rear Street Setback, minimum feet	15	15

Notes:

- Rear setbacks for irregular shaped lots may be reduced to 10'.
- Irregular shaped lots shall maintain a min. road frontage of 25'.

SCHMOEKEL TRACT / MASTER LAND PLAN

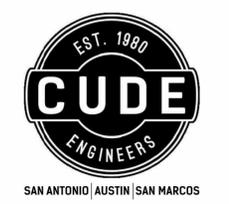


CIBOLO, TEXAS

JANUARY 2026



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Perimeter Fencing



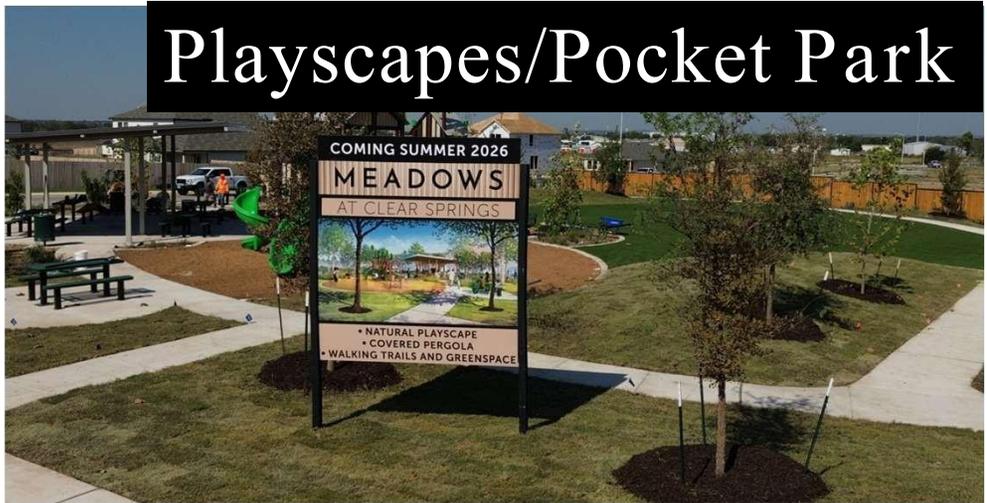
Monumentation



Amenity Center



Playscapes/Pocket Park



Playscapes/Pocket Park



Playscapes/Pocket Park



Sidewalk Trails



Sidewalk Trails



Sidewalk Trails



Sidewalk Trails



Elevation Mix

Conceptual Purposes Only - Final negotiated development standards and provisions will be solidified in a formal development agreement between both parties.



Elevation Mix

Conceptual Purposes Only - Final negotiated development standards and provisions will be solidified in a formal development agreement between both parties.



Elevation Mix

Conceptual Purposes Only - Final negotiated development standards and provisions will be solidified in a formal development agreement between both parties.



Corner Lots – 3-Sided Masonry

Conceptual Purposes Only - Final negotiated development standards and provisions will be solidified in a formal development agreement between both parties.



Architectural Design Standards

(Masonry Requirements)

Y. Architectural Design Standards

Y.1 Intent

The purpose of these Architectural Design Standards is to ensure a high-quality, durable, and visually cohesive residential character throughout the Development, while maintaining flexibility for production homebuilders.

Y.2 Front Façade Masonry Requirement

A minimum of **eighty percent (80%) of the applicable front façade area** of each residential structure shall be constructed of **masonry materials**.

For purposes of this Section, the “**applicable front façade area**” shall mean the vertical plane of the primary front elevation of the structure, **excluding**:

- Garage doors and garage door openings
- Front entry doors and sidelights
- Windows and glazing
- Decorative shutters
- Trim, soffits, fascia, and eaves
- Porch columns (if non-masonry)

The masonry requirement shall apply only to the remaining wall surface area of the front elevation.

Y.3 Corner Lot Public Right-of-Way Masonry

For any **corner lot adjacent to a public right-of-way**, the **street-facing side elevation** of the residential structure shall incorporate **masonry materials**.

Such masonry treatment shall be applied to a minimum of **sixty percent (60%) of the applicable side wall area**, excluding:

- Windows and doors
- Garage doors or openings

- Trim, soffits, fascia, and eaves

The masonry materials used on the side elevation shall be consistent with those used on the primary front façade.

Y.4 Acceptable Masonry Materials

Acceptable masonry materials for compliance with these Standards include:

- Clay brick
- Natural stone (limestone, sandstone, etc.)
- Cast stone
- Cementitious stucco (non-EIFS)
- Architectural masonry veneer approved by the City

The following materials shall not count toward the masonry percentage requirements:

- EIFS
 - Vinyl siding
 - Fiber cement lap siding
 - Metal panel systems
 - Wood siding or panel products
-

Y.5 Administrative Review

Prior to construction, Builder shall submit a **Master Product Set** to the City demonstrating compliance with these Standards, including typical elevations, material schedules, and color palettes.

City review and approval shall be **administrative only** and shall not involve discretionary architectural design review.

Once approved, individual homes consistent with the Master Product Set shall not require further City review.

Product Mix and Streetscape Diversity Standard

(Adjacency-Based with Corner Lot)

X. Product Mix and Streetscape Diversity

X.1 Intent

The Development shall provide a visually diverse residential streetscape and avoid repetitive or monotonous architectural patterns, while maintaining flexibility for production homebuilders.

X.2 Adjacent Home Limitation

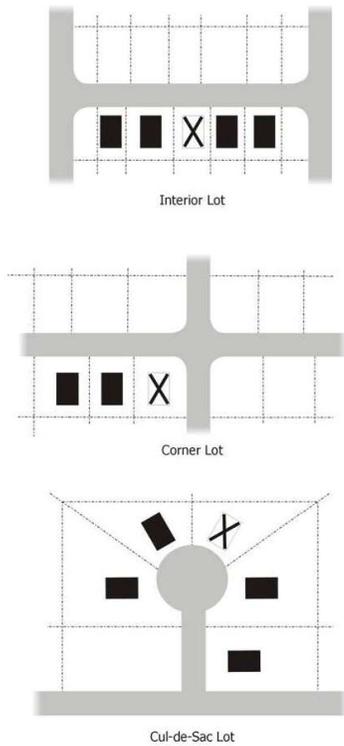
No two (2) residential structures located on **directly adjacent lots** shall have **the same house plan with the same front elevation**.

For purposes of this Section:

- “Directly adjacent” means lots sharing a common side property line.
- Minor architectural details or interior variations shall not be considered for compliance.

If **any one (1)** of the following elements is different, the homes shall be deemed compliant:

- House plan
- Front elevation



X.3 Corner Lot Public Right-of-Way Treatment

For any **corner lot adjacent to a public right-of-way**, the **street-facing side elevation** of the residential structure shall incorporate **masonry materials** consistent with the primary front façade.

Such masonry treatment shall extend along the side elevation visible from the public right-of-way and shall be applied to a minimum of **sixty percent (60%) of the applicable side wall area**, excluding:

- Windows and doors
- Garage doors or openings
- Trim, soffits, fascia, and eaves

Acceptable masonry materials shall be the same as those approved for front façades under these Architectural Control Standards.

**STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF CIBOLO, TEXAS, AND
BOLTON ROAD MUNICIPAL UTILITY DISTRICT
OF GUADALUPE COUNTY**

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this “Agreement”) is entered into as of the Effective Date between the **CITY OF CIBOLO, TEXAS**, a municipal corporation principally situated in Guadalupe County, Texas, acting through its governing body, the City Council of the City of Cibolo, Texas (the “City”), and **BOLTON ROAD MUNICIPAL UTILITY DISTRICT OF GUADALUPE COUNTY**, a municipal utility district created pursuant to an Order of the Texas Commission on Environmental Quality, dated _____ (the “District”).

RECITALS

1. Texas Local Government Code, §43.0751 (the “Act”) authorizes the City and certain utility districts to negotiate and enter into a strategic partnership agreement by mutual consent; and

2. This Agreement provides for the limited-purpose annexation by the City of a tract of land included within the District boundaries, which is described by metes and bounds in Exhibit “A” and illustrated in Exhibit “B” attached hereto and incorporated herein for all purposes (the “Tract”); and

3. The City and the District desire to enter into this Agreement to provide the terms under which services will be provided by the District and under which the District will continue to exist for an extended period of time after the Tract is annexed for limited purposes; and

4. As required by the Act, the City held public hearings on _____ and _____, at City Council Chambers, City Hall, 200 S. Main St., Cibolo, Texas 78108, and the District held public hearings on _____ at _____ and on _____ at _____, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement, and the City and the District made copies of the proposed Agreement available. The City and the District each gave notice of the public hearings prior to such public hearings in accordance with the terms of the Act.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

FINDINGS

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services will be provided to the City and the District and under which the District will continue to exist after the Tract is annexed for limited purposes pursuant to this Agreement;
2. This Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forgo annexation of the District;
3. This Agreement provides benefits to the City and the District, including revenue, services, or regulations, which are reasonable and equitable with regard to the benefits provided by the other Party;
4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and
5. The City and the District negotiated this Agreement by mutual consent.

ARTICLE II

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

“Act” means Texas Local Government Code, §43.0751 and any amendments thereto.

“Agreement” means this strategic partnership agreement between the City and the District.

“Board” means the Board of Directors of the District.

“City” means the City of Cibolo, Texas, a municipal corporation principally situated in Guadalupe County, Texas.

“City Charter” means the Charter of the City and any amendments thereto.

“City Code” means the Code of Ordinances of the City and any amendments thereto.

“City Controller” means the City Controller of the City or his or her designee.

“City Council” means the City Council of the City or any successor governing body.

“Consent Ordinance” means Ordinance No. _____ passed and approved by the City Council on _____, including all attachments and exhibits, consenting to the creation of the District and inclusion of certain land within the District boundaries.

“Comptroller” means the Acting Comptroller of Public Accounts of the State of Texas.

“Director” means the Director of the Planning and Development Department of the City or his or her designee.

“District” means Bolton Road Municipal Utility District of Guadalupe County, a municipal utility district created pursuant to an Order of the Texas Commission on Environmental Quality, dated _____.

“Effective Date” means the date the City Controller countersigns this Agreement.

“Government Code” means the Texas Government Code and any amendments thereto.

“Implementation Date” means the date the limited-purpose annexation ordinance is passed by City Council pursuant to Section 3.01.

“Landowner” means a person that owns real property in the District.

“Local Government Code” means the Texas Local Government Code and any amendments thereto.

“Party” or “Parties” means a party or the parties to this Agreement, being the City and the District.

“Resident” means a person that resides in the District.

“Sales and Use Tax” means the sales and use tax authorized to be imposed in the Tract by the Act and Tax Code Chapter 321.

“Tax Code” means the Texas Tax Code and any amendments thereto.

“Tract” means the tract(s) of land described in Exhibit “A” and illustrated in Exhibit “B” to this Agreement, but excluding territory outside the boundaries of the District.

ARTICLE III

LIMITED-PURPOSE ANNEXATION

Section 3.01 Generally

As soon as practicable following the approval of this Agreement by City Council, as authorized by the Act, the City shall annex the Tract for limited purposes.

Section 3.02 Property Taxes and District Liability for Debts of the City

During the term of this Agreement, except as provided in Article V, (i) neither the District nor any owner of taxable property within the District boundaries is liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District boundaries.

Section 3.03 Powers and Functions Retained by the District

Except as limited by the Consent Ordinance, the District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of additional assets, liabilities, indebtedness, and obligations will be governed by the Consent Ordinance to the extent the Consent Ordinance is not inconsistent with this Agreement, and any such actions taken by the District that are provided in and consistent with the Consent Ordinance are hereby approved by the City.

Section 3.04 Extraterritorial Jurisdiction

This Agreement does not remove any area within the District boundaries from the extraterritorial jurisdiction of the City. The City may regulate any area within the District boundaries in the same manner in which it may regulate other areas within the extraterritorial jurisdiction of the City.

ARTICLE IV

VOTING RIGHTS IN THE DISTRICT

Section 4.01 Generally

Upon annexation of the Tract for limited purposes by the City, the qualified voters of the Tract may vote in City elections pursuant to Local Government Code §43.130. Voting rights are subject to all state and federal laws and regulations.

Section 4.02 Notice

On or after the fifteenth (15th) day but before the fifth (5th) day before the date of the first (1st) election held in which the residents of the Tract are entitled to vote as set out in Section 4.01, the City at its own expense, shall publish a quarter-page advertisement in a newspaper of general circulation in the District, per Local Government Code §43.130(a), notifying the residents of the Tract of their eligibility to vote in the election and stating the location of all polling places within the Tract. The District, at its own expense, may provide for similar notice in a newspaper of general circulation in the Tract or otherwise.

Section 4.03 Designation of Precincts and Preparation of Ballots

The City shall include the Tract in an adjacent single-member City Council district and establish an election precinct or election precincts for the purpose of allowing qualified voters in the area to participate in City elections. The City Secretary shall prepare the official ballot by which the qualified resident voters of the Tract are entitled to vote pursuant to the laws of the State of Texas.

ARTICLE V

SALES AND USE TAX

Section 5.01 Imposition of the City's Sales and Use Tax

Pursuant to Subsection (k) of the Act, the City shall impose a Sales and Use Tax within the Tract upon the limited-purpose annexation of the Tract. The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate of one percent (1%) or the rate specified under future amendments to Chapter 321 of the Tax Code. The Sales and Use Tax shall take effect on the date described in Tax Code §321.102.

Section 5.02 Payment of Sales and Use Tax to the District

The City shall retain one hundred percent (100%) of the Sales and Use Tax revenues that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited-purpose annexation of the Tract.

Section 5.03 Notification of Comptroller

The City shall send notice of this Agreement and the limited-purpose annexation of the Tract to the Comptroller within three (3) days of the Implementation Date in the manner provided by Tax Code §321.102. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Tract.

ARTICLE VI

FULL-PURPOSE ANNEXATION

Section 6.01 No Full-Purpose Annexation During Term of Agreement

The City agrees that it will not annex or commence any action to annex all or part of the land included within the District boundaries for full purposes during the term of this Agreement.

Section 6.02 Full Purpose Annexation Option at Termination of Agreement

No later than eighteen (18) months prior to the date this Agreement terminates, the Director shall evaluate whether the City should negotiate a new strategic partnership agreement with the District, annex all of the land included within the District's boundaries for full purposes upon the termination of this Agreement, or allow this Agreement to expire. No later than twelve (12) months prior to the date this Agreement terminates, the Director shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the full-purpose annexation of all of the land included within the District's boundaries, or the expiration of this Agreement. If the Director recommends that the City negotiate a new strategic partnership agreement or annex all of the land included within the District's boundaries and the City Council approves such recommendation, the City shall begin proceedings to enter into a new strategic partnership agreement or shall begin proceedings to annex all of the land included within the District's boundaries for full purposes at the end of the term of this Agreement, as applicable. If the Director recommends that the City allow this Agreement to expire and the City Council agrees, or if the City Council rejects the Director's recommendation to negotiate a new strategic

partnership agreement or to annex all of the land included within the District's boundaries for full purposes, the City may begin proceedings to disannex the Tract for limited purposes if authorized under the applicable provision of the Local Government Code. If the City decides to disannex the Tract and has the authority to disannex, the City may institute proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

ARTICLE VII

MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement

A. It is the intention of the Parties to this Agreement that the District and the City be regulated in accordance with the terms of this Agreement. A material breach of this Agreement by the District includes any one or more of the following:

1. Failure of the District to act in good faith in the annexation of the Tract by the City for limited purposes as authorized by this Agreement; or

B. A material breach of this Agreement by the City includes any one or more of the following:

1. Any attempt by the City to annex all or part of the land included within the District boundaries for full purposes during the term of this Agreement; or

If either Party to this Agreement alleges that the other Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

Section 7.02 Notice of District's Default

A. The City shall notify the District in writing of an alleged failure by the District to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The District shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

B. The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the District. The District shall make available to the City, if requested, any records, documents or other information necessary to make such determinations.

C. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

D. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 7.04(A).

Section 7.03 Notice of City's Default

A. The District shall notify the Director in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or a longer period of time as the District may specify in the notice, either cure the alleged failure or, in a written response to the District, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

B. The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the District, if requested, any records, documents or other information necessary to make such determinations.

C. If the District determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that the failure is excusable, the determination shall conclude the investigation.

D. If the District determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the District, then the District may exercise the applicable remedy under Section 7.04(B).

Section 7.04 Remedies

A. If the City determines that the District has committed a material breach of this Agreement, the City may file suit in a court of competent jurisdiction in Guadalupe County, Texas, and seek any relief available at law or in equity, including, but not limited to, injunctive relief, specific performance, an action under the Uniform Declaratory Judgment Act and termination of this Agreement in addition to the monetary awards as may be appropriate.

B. If the District determines that the City has committed a material breach of this Agreement, the District may file suit in a court of competent jurisdiction in Guadalupe County, Texas, and seek any relief available at law or in equity, including, but not limited to, injunctive relief, specific performance, an action under the Uniform Declaratory Judgment Act and termination of this Agreement in addition to the monetary awards as may be appropriate.

City: City of Cibolo
200 S. Main St
Cibolo, TX 78108
Attn: Director of Planning

District: Bolton Road Municipal Utility District
of Guadalupe County
c/o: Sanford Kuhl Hagan Kugle Parker Kahn LLP
1330 Post Oak Blvd., Suite 2650
Houston, Texas 77056
Attn: Julianne B. Kugle

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five (5) days' written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

Section 9.02 Time

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 9.03 Severability

If any part of this Agreement is found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party, in which case the Parties agree to negotiate in good faith to replace such part with a provision they believe to be valid.

Section 9.04 Waiver

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue

This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston without regard to conflicts of law principles. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

Section 9.06 Reservation of Rights

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 9.07 Further Documents

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City Ordinances and City Charter provisions implementing such statutes or regulations.

Section 9.10 Authority for Execution

The City certifies and represents that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The District certifies and represents that the execution of this Agreement is duly authorized and adopted by the Board.

Section 9.11 Semi-Annual Review

At least semi-annually, the District shall review and confirm, and will notify the Planning and Development Department in a form prescribed by such department, of the accuracy of the list of resale permit holders as provided by the Comptroller.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, effective as of the date countersigned by the City Controller, each of which shall be deemed an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**BOLTON ROAD MUNICIPAL UTILITY DISTRICT
OF GUADALUPE COUNTY**

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

Tax ID No.: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20__ by _____, as President, and _____, as Secretary, of the Board of Directors of Bolton Road Municipal Utility District of Guadalupe County, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the State of Texas

(NOTARY SEAL)

CITY OF CIBOLO, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED:

Director, Department of Planning and Development

COUNTERSIGNED:

City Controller

DATE COUNTERSIGNED: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

EXHIBIT "B"

Exhibit F – ROW Dedication & Street Connectivity

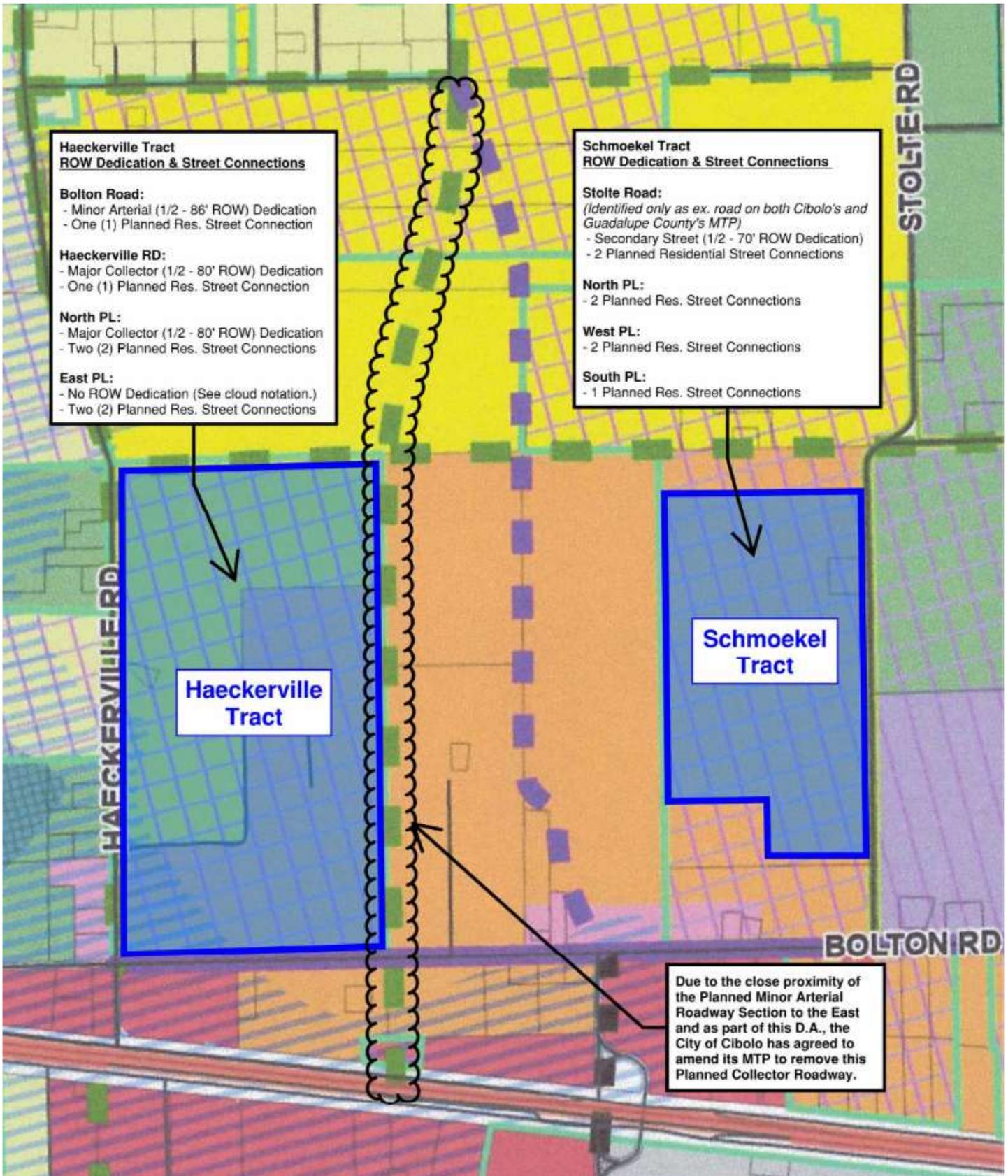
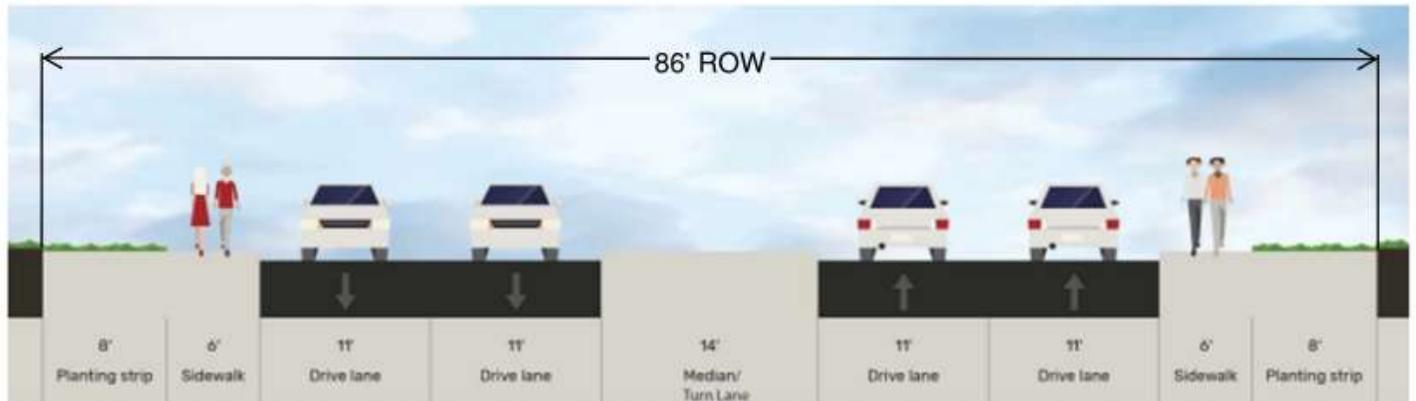


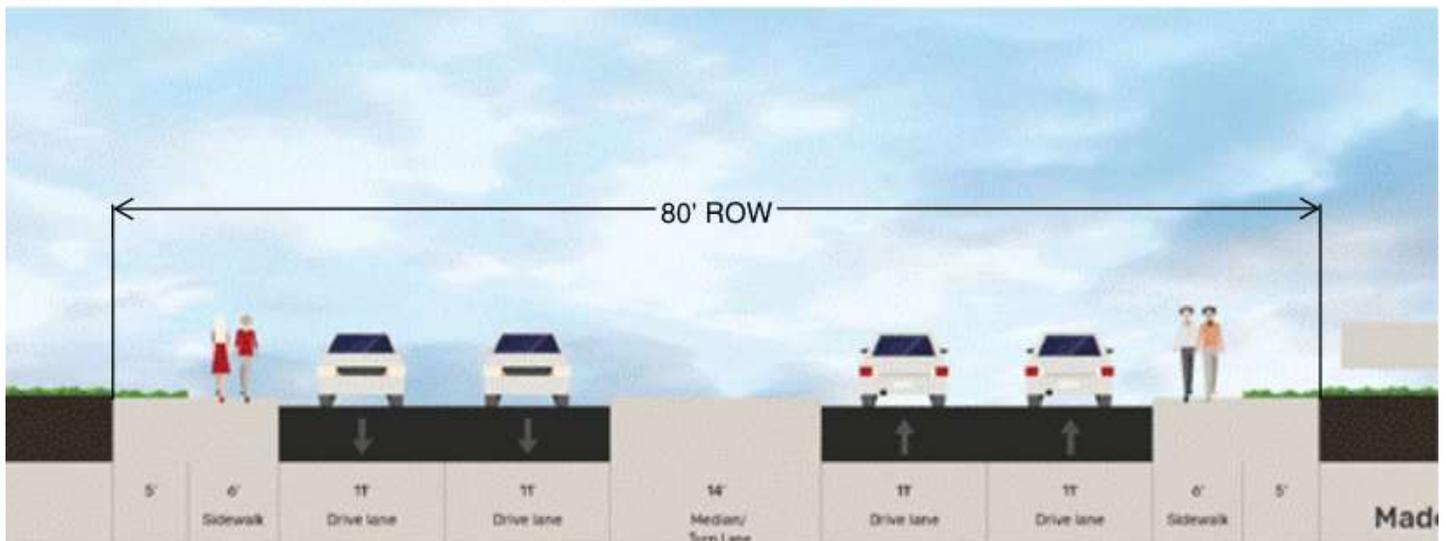
Exhibit F – ROW Dedication & Street Connectivity

Figure 4.8 | Minor Arterial - 4 lanes, divided



Common PlaceTypes along Minor Arterials - Compact Residential, Light Industrial/Business Park, Regional Activity Center, Neighborhood Commercial

Figure 4.9 | Major Collector - 4 lanes, divided



Common PlaceTypes along Major Collectors - Community Residential, Estate Residential, Compact Residential, Neighborhood Commercial