

CITY OF NIEDERWALD
ORDINANCE NO. 20220411A

AN ORDINANCE OF THE CITY COUNCIL OF NIEDERWALD, TEXAS, GRANTING TO CAMINO REAL UTILITY LLC, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR AN INITIAL TERM OF TEN (10) YEARS TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, OPERATE, AND MAINTAIN ITS FACILITIES WITHIN THE PUBLIC EASEMENTS OF THE CITY OF NIEDERWALD, TEXAS FOR THE COLLECTION, TRANSPORTATION, AND TREATMENT OF WASTEWATER; PROVIDING FOR PAYMENT TO THE CITY OF NIEDERWALD; CONTAINING OTHER PROVISIONS REGULATING THE FRANCHISE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NIEDERWALD:

Section 1. GRANT OF AUTHORITY. Subject to the terms, conditions, and provisions of this ordinance and other applicable state, federal, and local laws and regulations, the right, privilege, and franchise is hereby granted to Camino Real Utility, LLC, hereinafter called "Company," to construct, install, extend, remove, replace, operate, and maintain its facilities within the Public Easements of the City of Niederwald, Texas for the collection, transportation, and treatment of wastewater within the corporate limits of the City of Niederwald, as the same are now and as the same may from time to time be extended.

Section 2. DEFINITIONS.

- A. "City" shall mean the City of Niederwald, Texas.
- B. "Company" shall mean Camino Real Utility LLC, a Texas limited liability company, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege, or franchise granted hereunder.
- C. "Facilities" shall mean pipes, pipelines, sewer mains, laterals, feeders, valves, meters, fixtures, lift stations, force mains, pumps, tanks, connections, and attachments and other instrumentalities and appurtenances, used in or incident to providing collection, transportation, or treatment of wastewater.
- D. "Gross Receipts" shall mean gross receipts from the collection, transportation, and treatment of wastewater within the City; and revenues derived from charges to connect, disconnect, or reconnect wastewater services within the City, excluding Service Initiation Fees.
- E. "Public Easement" shall mean those public easements, including streets, held, owned or controlled by the City, the terms, conditions or limitations upon which are not inconsistent with the construction or maintenance of improvements providing for the collection or transportation of wastewater.

- F. Service Initiation Fees (SIFs) shall mean those fees charged to developers, subdivision builders, commercial, industrial, and institutional owners and builders that are intended to cover the revenue requirement deficiencies associated with underages in rates and number of customers until the Company has sufficient number of customers to be self-sustaining.
- G. "Street" shall mean a publicly dedicated or maintained right-of-way, a portion of which is open to use by the public for vehicular travel.

Section 3. TERM OF FRANCHISE; RENEGOTIATION.

(a) The Initial Term of this Franchise shall expire ten (10) years from the Effective Date described in Section 21.

(b) The Company agrees to provide, no less than one (1) year before the expiration of the Initial Term, written notice of its intent to renew this Franchise for the second ten (10) year term (Second Term). At the end of the Initial Term, this Franchise shall be automatically renewed for the Second Term with written notice of Company's intent to renew, unless:

1. the Company is in material default under the terms of this Franchise and written notice is given to the Company by the City; or
2. written notice of intent to terminate this Franchise at the expiration of the current term is given to the City by the Company; or
3. written notice of intent to renegotiate this Franchise at the expiration of the current term is given to the Company by the City.

(c) The Second Term of this Franchise shall expire ten (10) years after its effective date.

(d) The Company agrees to provide, no less than one (1) year before expiration of the Second Term, notice of its intent to renew this Franchise for a final ten (10) year term (Final Term). At the end of the Second Term, this Franchise shall be automatically renewed for the Final Term with written notice of the Company's intent to renew, unless any of the events listed in (b)(1), (2), or (3) occur.

(e) The Final Term of this Franchise shall expire ten (10) years after its effective date.

(f) Written notices by the City or the Company specified in Section 3(b)(2) or (3) must be provided no less than one (1) year before the expiration of the Initial Term or the Second Term, as applicable. Upon notice under Section 3(b)(2) or (3), this Franchise shall either be renegotiated or terminated at the end of the Initial Term or the Second Term, as appropriate. After renegotiation, this Franchise may include such other terms as the parties may agree upon. The party that has provided notice of its intent to terminate or renegotiate the terms of this Franchise may withdraw its request prior to the expiration of the Initial Term or Second Term of the Franchise, as appropriate, in which event the Franchise shall be automatically renewed with written notice of the Company's intent to renew except as otherwise provided in Section 3(b)(1) above.

Section 4. CONSTRUCTION AND MAINTENANCE OF WASTEWATER SYSTEM. All Facilities installed by Company shall be of sound material and good quality and shall be constructed and installed so that they will not interfere with or materially affect the drainage of the City or its improvements or underground fixtures, or with navigation in or the natural drainage of any stream. Further, the Company shall not place its facilities where the same will interfere with any existing cable television, electric, water, street lights, fire lanes or communications lines, or obstruct or hinder in any manner the various utilities serving the residents of the City. All Facilities shall be installed in accordance with the City's Engineering Design Standards and all other applicable Federal, State and local laws, ordinances and regulations and in the absence of such laws and regulations in accordance with accepted industry practice. Within the Public Easements, the location and route of the Facilities by the Company shall be subject to the regulation, direction, and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but not be limited to, the right to require in writing the relocation of Company's Facilities at Company's cost within the Public Easements of the City whenever such relocation shall be directed by the City to accommodate the widening, change of grade, or relocation by City of Streets or Public Easements, construction or relocation by City of City utility lines or drainage facilities or other public improvements.

Company shall keep current and up-to-date maps and records showing the physical location and condition of all of Company's Facilities. Company shall file and maintain at all times with the City the most current map or set of maps of the Facilities within the City.

City reserves the right to lay, and permit to be laid, water, wastewater, gas, cable television, water, telephone and other pipelines, cables and conduits, and to perform and permit to be performed any underground or overhead work that may be necessary or proper in, across, along, over, or under any street, alley, highway, Public Easement, or public place occupied by the Company, provided that such work shall comply with applicable local, state and federal law. The City shall be liable to the Company only for any damage to the Facilities of the Company, the producing cause of which is the negligence of the City or its employees.

Section 5. STREETS TO BE RESTORED TO GOOD CONDITION; EMINENT DOMAIN. Company and its contractors shall give City reasonable notice, but in no case less than ten (10) business days (except in the event of an emergency), of the dates, location, and nature of all work to be performed on its Facilities within the Public Easements. This Franchise shall constitute a permit to perform all work on Company's Facilities within the Public Easements and to park vehicles in the Streets and other Public Easements when necessary for the installation, replacement, abandonment, operation, or maintenance of Company's Facilities. Company and contractors performing work for Company shall not be required to obtain any permits in addition to the Franchise or to pay any fee in addition to the Franchise Fee in order to perform work on Company's Facilities, or park within the Streets and other Public Easements. Following completion of work in the Public Easements, Company shall repair the affected Public Easements as soon as possible, but in all cases Company shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Easements. No street, alley, highway, or Public Easement shall be encumbered for a longer period than shall be necessary to execute the work.

All work performed by the Company or its contractors shall be accomplished in a safe and

workmanlike manner and in a manner that will minimize interference with traffic and the use of adjoining property. The Company shall post and maintain proper barricades and comply with all applicable safety regulations during construction as required by the ordinances of the City or the laws of the State of Texas. In furtherance of the public interest in safety, health and public welfare and to facilitate the safe management of public right of way, the construction, expansion, reconstruction, excavation, use, maintenance and operation of the Company's wastewater facilities and property is subject to all generally applicable City requirements. In addition to any other City requirements, the Company shall provide the City Administrator's Office, or such other official(s) as the City may designate, construction plans and maps showing the routing of any new construction and construction plans, at least ten (10) business days prior to the commencement of construction which involves an alteration to the surface or beneath the surface of the public easement or right-of-way. The Company shall not begin construction until the plans and drawings have been approved in writing by the City Administrator; this approval shall not be unreasonably delayed.

After completion of work in a Public Easement, the Company shall restore the surface of the Public Easement to the same condition as existed immediately prior to the work and to the standards established on the approved plans or permit conditions, whichever is greater. The City Administrator shall have final approval of the condition of such streets and public places after restoration, and such approval will not be unreasonably withheld. The Company shall complete all restoration work promptly and shall promptly repair any damage caused by such work.

The City shall grant as necessary a license for Company to use any City easements in furtherance of Company's obligations under this Franchise. Upon request by Company, and if necessary and allowed by law, the City may, at its discretion, use its power of eminent domain to obtain the easements necessary for Company to provide the services described herein. To the extent the City's use of eminent domain power is exercised under this Franchise, City hereby declares such exercise of power to be for a municipal public use for the purpose of providing public wastewater utility service. All legal fees, expert fees, costs, and other expenses associated with any eminent domain proceeding, including a lawsuit or other proceeding challenging the City's use of eminent domain authority, shall be borne by Company at Company's sole expense; but if paid or otherwise advanced by the City, Company shall reimburse the City for same within thirty (30) days of request.

Section 6. QUALITY OF SERVICE. The service furnished hereunder to the City and its inhabitants shall be in accordance with the quality-of-service rules of the Texas Commission on Environmental Quality and the Public Utility Commission of Texas, state, local and federal regulations. Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in good order and operating condition during the continuance of this Franchise. An exception to this requirement is automatically in effect, but only for so long as is necessary, when caused by a shortage in materials, supplies, or equipment beyond the control of the Company as a result of fires, strikes, riots, storms, floods, and other casualties, governmental regulations, limitations, and restrictions as to the use and availability of materials, supplies, and equipment and as to the use of the services, and unforeseeable and unusual demands for service. In any of such events the Company shall do all things reasonably within its power to restore normal service as quickly as practicable.

Section 7. FRANCHISE FEE PAYMENT TO THE CITY. Since the Streets and Public Easements to be used by the Company in the operation of its system within the boundaries of the City are valuable public properties acquired and maintained by the City at great expense to its taxpayers, since the grant to the Company of the use of said Streets and Public Easements is a valuable property right, and since the City will incur costs in regulating and administering the Franchise, the Company shall, throughout any and all terms of this Franchise, pay to the City quarterly a "Franchise Fee," that being a sum of money equal to the greater of (a) \$10,000.00 ("Minimum Payment"), or (b) four percent (4%) of the Company's Gross Receipts for the preceding calendar quarter received by the Company; excepting therefrom, however, the Gross Receipts from collection, transportation, and treatment of wastewater to the City for its own use ("Percentage Fee").

The Franchise Fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter. The Franchise Fees defined in this Franchise are a reasonable and necessary operating expense of the Company and may be fully recovered by Company by collection from its customers in the City, by applying for or revising Company's rate schedules, assessing an additional charge to the monthly bills of its customers within the City, or in any legal manner approved by the City; provided however that for any quarter for which Company makes a Minimum Payment under this Section, Company shall only be entitled to recover from its customers the Percentage Fee for said quarter. Company shall be allowed to fund, in its rate base, a reserve account to provide for an orderly accumulation of funds necessary for payment of the Franchise Fees to the City.

Each time payment under this Section is made, the Company shall deliver to the City a summary statement indicating the derivation and calculation of the payment. Upon receipt of the above amount of money, the City Secretary shall deliver to the Company a receipt for such amount. If any payment due date required herein falls on a weekend, bank holiday, or other day on which City offices are closed for business, the payment shall be made on or before the first working day after the payment due date. In the event any quarterly payment is made after 5:00 p.m. on the date due, the Company shall pay to the City a late payment charge of the greater of: (a) \$100, or (b) simple interest at 10% annual percentage rate of the total amount past due.

Section 8. ANNEXATIONS BY CITY. This Franchise shall extend to and include any and all territory that is annexed by the City during the term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, the Company shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Niederwald. After such sixty (60) day period the payment provisions specified in Section 7 of this Franchise shall apply to Gross Receipts received by the Company from customers located within such annexed territory. Company shall true-up its map of City boundaries to the City's map on an annual basis.

Section 9. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon the Company any exclusive rights or privileges of any nature

whatsoever. The City reserves all rights to its property, including, without limitation, the right to grant additional franchises, easements, licenses, and permits to others to use the Streets and Public Easements, provided that the City shall not grant any other franchise, license, easement, or permit that would unreasonably interfere with Company's permitted use under this Franchise.

Section 10. COMPLIANCE AND REMEDIES. In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of the Company hereunder in the event of a material breach of its terms and conditions. A material breach by the Company shall include, but shall not be limited to, the following:

- (A) Failure on more than three (3) occasions to pay when due the Franchise Fee prescribed by Section 7 hereof;
- (B) Failure to pay a single installment of the Franchise Fee in full within thirty (30) days after the due date, in the absence of a bona fide dispute communicated to the City in writing on or before the due date of the applicable Franchise Fee installment;
- (C) Failure to materially provide the services provided for in this Franchise;
- (D) Material misrepresentation of fact in the application for or negotiation of this Franchise; or
- (E) Conviction of any director, officer, employee, or agent of the Company of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise to the Company.

In order for the City to declare forfeiture, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by the Company continues for a period of forty-five (45) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued to completion, the Council may take under consideration the issue of termination of the Franchise. The City shall cause to be served upon the Company, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Public notice shall be given of the meeting and issue which the Council is to consider.

The Council shall hear and consider the issue, shall hear any person interested therein, and shall determine, in its discretion, whether or not any violation by the Company has occurred. If the Council shall determine that the violation by the Company was the fault of the Company and within its control, the Council may declare the Franchise of the Company forfeited and terminated, or the Council may grant to Company a period of time for compliance. Nothing herein shall be deemed a waiver of the Company's right to pursue all available legal remedies.

Section 11. RESERVATION OF POWERS. Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair, or lessen the lawful powers, claims, and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Ordinances of the City of Niederwald or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by the Company; and the Company by its acceptance of this Franchise agrees

that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

SECTION 12. INDEMNITY. THE COMPANY SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY THE CITY, AND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COMPANY OR ITS OFFICERS, SHAREHOLDERS, MEMBERS, AGENTS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THE RIGHTS GRANTED BY THIS FRANCHISE.

NOTHING IN THIS FRANCHISE SHALL BE CONSTRUED TO CREATE LIABILITY TO ANY PERSON WHO IS NOT A PARTY TO THIS FRANCHISE, AND NOTHING HEREIN SHALL WAIVE ANY OF THE PARTIES' DEFENSES, BOTH AT LAW OR EQUITY, TO ANY CLAIM, CAUSE OF ACTION, OR LITIGATION FILED BY ANYONE NOT A PARTY TO THIS FRANCHISE, INCLUDING THE DEFENSE OF GOVERNMENTAL IMMUNITY, WHICH DEFENSES ARE HEREBY EXPRESSLY RESERVED.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS FRANCHISE.

Section 13. RELOCATION OF FACILITIES. The Company shall, upon written request of the City, relocate its Facilities within Public Easements at Company's own expense, exclusive of Facilities installed for wastewater service being provided directly to City by Company, whenever such shall be directed by the City to accommodate the widening, change of grade, or relocation of City Streets or Public Easements, or construction or relocation by City of City utility lines, drainage facilities or other public improvements. City shall bear the costs of all relocations of Facilities installed for wastewater service being provided directly to City by Company.

Section 14. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 15. RECORDS AND REPORTS. (A) Books of Account. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the company's principal office in San Antonio, Texas.

(B) Access by City. The books of the Company shall at all reasonable times be subject to

inspection under this section by the duly authorized representatives of the City, subject to the City providing ten (10) days' written notice to the Company of its intent to conduct such inspection. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the Franchise Fee only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than five (5) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any such audit or inquiry. An expense incurred by the City for audit or review of Company records for the purpose of the operation of this Franchise shall be paid by the Company.

(C) Interest on Underpayments. If the City identifies, as a result of a an audit or other inquiry, amounts owed by the Company from prior periods or prior underpayments, then the Company shall pay simple interest on such amounts at 10% annual percentage rate of the total amount past due. Said interest shall be payable on such sums from the date the initial payment was due until it is paid and shall not be billed to customers. (3) Amounts due Company for past overpayments shall not include interest.

Section 16. EASEMENT. City agrees that if City sells, conveys, or surrenders possession of any portion of a Public Easement that is being used by Company pursuant to this Franchise, City, to the maximum extent of its right to do so, shall first retain an easement for such use and the sale, conveyance, or surrender of possession of the Public Easement shall be subject to the right and continued use of Company.

Section 17. RATES AND SERVICES. The City may provide oversight and regulation of the Company's retail rates, services, and tariffs within the City's jurisdiction. The City hereby expressly reserves the right, power, and authority to fully regulate and fix the rates and charges for the services of the Company to its consumers as provided by law. The Company may from time to time propose changes in its general rates by filing an application with the City Secretary for the consideration of the City Council. Within a reasonable time, consistent with law, the City Council shall afford the Company a fair hearing with reference to the application and shall either approve or disapprove the proposed changes or make such order as may be reasonable.

In order to ascertain any and all facts, the Mayor, City Council, or the City's agents shall have full power and authority to inspect, or cause to be inspected, the books of the Company, and to inventory and appraise, or cause to be inventoried and appraised, the property of the Company, and to compel the attendance of witnesses and the production of books and records.

The Company agrees that the City may, at any time during the term of this Franchise, at the expense of the Company, obtain expert assistance and advice in determining fair, just, and reasonable rates to be charged by the Company to its consumers in the corporate limits of the City, and in determining the extent to which the Company is complying with the terms and conditions of this Ordinance. The Company agrees to pay reasonable expenses in connection therewith, or reimburse the City for the same, which expense the Company shall be entitled to recover through rates and tariffs.

Section 18. ACCEPTANCE. The Company shall, within thirty (30) days following the final passage and approval of this Franchise, file with the City Administrator of the City of Niederwald either 1) a written statement signed in its name and behalf in the following form or 2)

this document duly executed below by the Managing Member of the Company:

“To the Honorable Mayor and City Council of the City of Niederwald:

Camino Real Utility LLC, its successors and assigns, hereby accepts the attached Franchise and agrees to be bound by all of its terms and provisions.”

CAMINO REAL UTILITY LLC, a Texas Limited Liability Company

By: Bridge View Resources, LLC, a California Limited Liability Company, its Manager

By: _____
Steven Greenberg, Chief Executive Officer

Dated this _____ day of _____, 2022.

Section 19. SEVERABILITY. If any provision, section, subsection, sentence, clause, or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Niederwald in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

Section 20. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

Camino Real Utility LLC
1918 Summerwood Dr.
San Antonio, TX 78232

With a copy to:

Randall B. Wilburn
Barton Benson Jones PLLC
745 E. Mulberry Ave., Suite 550
San Antonio, TX 78212

Every such communication to the City or the City Council shall be sent to:

City Administrator, City of Niederwald
8807 Niederwald Strasse
Niederwald, Texas 78640

With copies to:

Cary L. Bovey
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, TX 78664-3831

Ben Mathews
Mathews & Freeland, LLP
8140 North Mopac Expy, Bldg. 4, Suite 240
Austin, Texas 78759

Section 21. PUBLICATION, PASSAGE AND EFFECTIVE DATE. This Franchise shall take effect and be in force from and after the first day of the month following thirty (30) days after receipt by City of the Company's acceptance filed pursuant to Section 18 (Effective Date).

Section 22. COMPLIANCE WITH CITY ORDINANCES. This Franchise, the rights granted hereby, and the operations and activities performed by Company pursuant hereto shall be subject to applicable Ordinances of the City of Niederwald, Texas.

Section 23. INSURANCE. The Company shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Company, its agents, representatives, or employees. The Company shall provide an insurance endorsement, naming the City as an additional insured, to the City for its inspection prior to the adoption of this Franchise Agreement, and such endorsement shall evidence a policy of insurance that includes:

(A) Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and

(B) Commercial General Liability insurance, written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to: blanket contractual; products and completed operations; broad form property damage; explosion, collapse, and underground (XCU); and employer's liability. The Company's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Company to coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Section 24. CHOICE OF LAW; VENUE; ATTORNEY'S FEES. THIS FRANCHISE IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. EXCLUSIVE VENUE FOR ANY ACTION, DISPUTE, LAWSUIT, LITIGATION OR OTHER PROCEEDING

THE STATE OF TEXAS

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COUNTIES OF CALDWELL & HAYS

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I, the duly appointed, qualified, and acting City Administrator of Niederwald, Texas, do hereby certify that the above and foregoing ordinance was read on first reading at a regular meeting of the City Council of said Niederwald, Texas, held on the 11th day of April, 2022; that written notice of the date, place and subject of said meeting was posted on a bulletin board located at a place convenient to the public in the City Hall for at least 72 hours preceding the day of said meeting; that the Mayor, Reynell Smith, and 5 Council members:

1. Mayor Pro Tem Connie Wood
2. Charles Bissen
3. Dianne Shirey

4. Ken Perry
5. Macey Black

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Administrator; and that the same has been duly filed with the City Administrator and recorded by the City Administrator in full in the books for the purpose of recording the ordinances of the City of Niederwald, Texas.

EXECUTED under my hand and the official seal of the City of Niederwald, Texas at said City, this 11th day of April, 2022.

[SEAL]

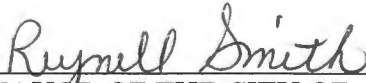


Michael L. Chandler
CITY ADMINISTRATOR OF THE
CITY OF NIEDERWALD, TEXAS

INVOLVING OR ARISING OUT OF THIS CONTRACT SHALL BE IN HAYS COUNTY, TEXAS. IF EITHER PARTY RETAINS AN ATTORNEY TO ENFORCE THIS FRANCHISE, THE PARTY PREVAILING IN LITIGATION IS ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COURT AND OTHER COSTS.

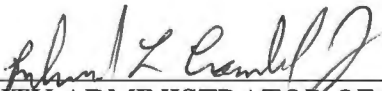
Read in full and passed and adopted on first reading at a regular meeting of the City Council of Niederwald, Texas, on the 11th day of April, 2022 and approved by the Mayor.

APPROVED:



MAYOR OF THE CITY OF
NIEDERWALD, TEXAS

ATTEST:



CITY ADMINISTRATOR OF THE
CITY OF NIEDERWALD, TEXAS