DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND HOLIGAN COMMUNITIES, INC.

This Development Agreement ("Agreement") is made and entered into by the City of Angleton, Texas (the "City"), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Holigan Communities, Inc., a Texas corporation, ("Developer").

RECITALS

WHEREAS, Developer is the sole owner of that certain tract of land located in the extraterritorial jurisdiction of the City, being more particularly described by metes and bounds on the plat attached as Exhibit "A" (the "Property") on which it intends to develop a manufactured housing community (the "Development"); and

WHEREAS, the City and the Developer each acknowledge that the development of the Property can best proceed pursuant to a single development agreement; and

WHEREAS, Developer plans to develop the property into a manufactured home development to be known as "The Reserve", which will consist of ~~*832*~~*837* manufactured home rental ~~lots~~spaces as depicted on the site plan attached hereto as Exhibit "A-1" and incorporated herein by reference; and

WHEREAS, it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property; and

WHEREAS, the City is authorized by the constitution and laws of the State of Texas to enter into this Agreement, including Section 212.172 of the Texas Local Government Code; and

WHEREAS, the City and Developer are also executing a Utility Agreement setting forth terms whereby the City will extend water and sanitary sewer service from the intersection of Clute- Angleton Road and CR 220 to the Development; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I
DEFINITIONS

1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings as follows:

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

~~*Comprehensive Plan* means City of Angleton Comprehensive Plan as amended and as referenced in Sec. 23-6 of the Angleton Land Development Code, including any amendments thereto adopted by the City Council as of the effective date of this Agreement, and not including any future amendments or changes.~~

County means Brazoria, County, Texas.

Developer means Holigan Communities, Inc., and any successor or assign to the extent such successor or assign engages in Substantial Development Activities within the Property, except as limited by Section 4.04 herein.

~~*Development Ordinances* means those regulations adopted by ordinance by the City of Angleton in Chapter 23 Land Development Code ("LDC") and Chapter 28 Zoning, Code of Ordinances of the City of Angleton Texas and including any future amendments or changes.~~

ETJ means the extraterritorial jurisdiction of the City.

Impact Fee means a charge or assessment against new development to generate revenue for funding or recouping the costs of capital improvements as set forth in Chapter 395 of the Texas Local Government Code, as adopted by the City in Ordinance No. 2016-O-4C regarding the CR220 Development Area.

Landowner means Developer, and any successor owner of all or any portion of the Property.

Manufactured Home means a HUD-Code manufactured home as defined in the Angleton Code of Ordinances Chapter 14, as amended.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Property means the real property described in Exhibit A.

Site Plan means the plan for development of the Property, a copy of which is attached to this Agreement as Exhibit "A-1", as it may be revised from time to time in accordance with Article II, Section 2.

ARTICLE II
COVENANTS

WHEREAS The Property is to be developed as a high- quality land lease residential development of single-family residential manufactured homes; and

WHEREAS, Developer desires to construct certain streets, parking spaces, landscaping, and detention ponds, and related infrastructure and utilities on the Property (hereinafter described as the "Improvements"); and

WHEREAS, the construction of the Improvements will result in economic development for the City~~, thereby creating taxable property within the City,~~ in its extraterritorial jurisdiction~~, and therefore, an increase in the City's tax base~~; and

WHEREAS, ~~in order to obtain the benefits of the economic development,~~ the City wishes to assist Developer by installing all offsite water and sewer services (the "Offsite Utility Work") in such capacity as to support the Improvements which shall be memorialized in a separate Utility Agreement between the City and Developer; and

WHEREAS, Developer has indicated to City that it will dedicate any necessary onsite public rights-of-way and easements, as well as construct the Improvements.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, City and Developer agree as follows:

2.01 Land Subject to Agreement. The Property that is subject to this Agreement is 155.6 acres of land, more or less, situated in the Edwin Waller League, Abstract 134, in the City of Angleton, Brazoria County, Texas, as more particularly depicted and described in Exhibit "A", attached hereto, and incorporated herein for all purposes. The site plan for the Development is depicted on Exhibit "A-1", attached hereto and incorporated herein for all purposes.

2.02 Developer's Construction of Improvements. Developer desires to construct the Improvements, more particularly described on and depicted in Exhibit "B", attached hereto, and incorporated herein for all purposes, on the Property. Developer also agrees to design the community as a high-quality community with all of the amenities discussed with the City and listed on Exhibit "A-1" setting forth details regarding the site plan and general community design. "Improvements" as used herein means: the roadway, parking, landscaping, detention ponds, or greenbelt area improvements, which are designed in conjunction with all City's offsite roadway and utility improvements and are necessary for connections to municipal services to the Property. The parties agree that construction of the Improvements will benefit the Property and the citizens of the City and help promote economic development within the City.

2.03 City's Construction of the Offsite Utility Work. The City desires to construct the Utility Work, more particularly described in the Utility Agreement Exhibit "C", attached hereto. The Offsite Utility Work means the necessary improvements to provide the Property with adequate water and sanitary sewer services including all easements, permits, and construction of same. ~~Developer will pay to the City an Impact Fee as outlined in Exhibit "C" as its sole consideration for the Offsite Utility Work.~~

2.04 Developer agrees to pay an Impact fee. The fee shall be in the amount calculated, and prepared by the City Engineer and set forth in the Impact Fee Memo, the terms of which are incorporated in the Utility Agreement. Developer agrees to pay all costs for the utility extensions for the Development totaling approximately $~~3,028,165.00~~3,063,744.45. This payment ~~will serve to reimburse~~includes roughly $717,550.00 of reimbursable the City for costs incurred by the City for construction of the Utility Extensions also known as the CR 220 Utility Extensions.

~~2.05 It is anticipated by the City and Developer that all or a portion of the Property maybe annexed into the city limits at a future date. This Agreement may be amended to include any land that comes under the control of Developer. Upon annexation into the city limits, such tract(s) will be subject to this Agreement. The City agrees that it will only annex all or any portion of the Property into the City's corporate boundaries pursuant to a voluntary petition from Landowners, or their successors and assigns, to the City to annex all or any portion of the Property into the City's corporate boundaries.~~

ARTICLE III
MATERIAL BREACH, NOTICE AND REMEDIES

3.01 Material Breach of Agreement. It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement.

(a) The parties acknowledge and agree that any material deviation from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred in the following instances:

1. Developer's failure to substantially comply with a provision of this Agreement and all exhibits attached and incorporated herein~~, or the Development Ordinances applicable to the Property~~.

(b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Property within any time period.

(c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall be deemed to have occurred in any of the following instances:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property prohibited by State law or that treats development authorized under this Agreement differently than other development occurring throughout the City's regulatory jurisdiction;

2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than as set forth in this Agreement;

3. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement, unless such ordinance is required by state or federal law; or

4. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

3.02 Notice of Developer's Default.

(a) The City shall notify the Developer and any mortgagee of all or any part of the Property designated by Developer to receive such notices (a "Designated Mortgagee") in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged

defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents, or other information necessary to make the determination.

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 3.04 and subsequently exercise the applicable remedy under Section 3.05.

3.03 Notice of City's Default.

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

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

(c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the Developer determines that a failure to comply with a provision has occurred and that such 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 Developer,

then the Developer may proceed to mediation under Section 2.04 and subsequently exercise the applicable remedy under Section 2.05.

3.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 3.02 or 3.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested, whichever is ~~later~~earlier. The parties participating in the mediation shall share the costs of the mediation equally.

3.05 Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 3.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 3.04, the Developer may, without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under other law; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Brazoria County, Texas, for the limited remedy of seeking City's specific performance of its obligations under this Agreement.

ARTICLE IV
BINDING AGREEMENT, TERM, AMENDMENT AND ASSIGNMENT

4.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate five years (5) years from the date of execution. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the County Clerk Official Records of Brazoria County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

4.02 Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors, and assigns, as provided herein; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee. ~~Notwithstanding the above if developer sells the lots to its own or other builders~~

~~the subject and terms of this agreement shall automatically pass with the lotto said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.~~

4.03 This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

4.04 The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

4.05 The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail.

City Manager	Holigan Communities, Inc.
City of Angleton	14114 N. Dallas Parkway, Suite 265
121 S. Velasco	Dallas, Texas 75254
Angleton, Texas 77515	Attention: Michael Holigan, President

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

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

4.07 INDEMNIFICATION. DEVELOPER HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) ASSOCIATED WITH ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

4.08 If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

4.09 Non-Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.

~~4.10 If the Improvements are not installed or are not properly installed pursuant to this Agreement by the Developer, then the City shall have the right, but not the duty or obligation to either the Developer or any third party, to complete the construction of the Improvements. The parties acknowledge and agree that if the City, in its sole discretion, chooses to attempt to complete the Improvements. The City Council shall have no obligation to utilize any other funds or assets of the City to pay for the completion of any Improvements. The parties acknowledge that the City has no duty or obligation to the Developer or any third party to complete or repair any or all of the Improvements.~~

4.10 ~~4.11~~ The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

4.11 ~~4.12~~ To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

4.12 ~~4.13~~ The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. Each party agrees and represents that the City and Developer are not agents, partners, or venturers of the other with respect to the Development, and that nothing in this Agreement shall be construed to create any such relationship. The City has exclusive control over and under the public highways, streets, and alleys of the City.

4.13 ~~4.14~~ This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

4.14 ~~4.15~~ This Agreement is entered solely by and between and may be enforced only by and among the parties hereto. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

4.15 ~~4.16~~ The parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any

provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.

4.16 ~~4.17~~ THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.

4.17 ~~4.18~~ This Agreement may be assigned by Developer to an affiliated party without obtaining the prior written consent of the City. Subject to the foregoing, this Agreement shall not be assigned by either Party without the express written consent of the other Parties.

4.18 ~~4.19~~ Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

4.19 ~~4.20~~ Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

4.20 ~~4.21~~ Effect of State and Federal Laws and City Ordinances. Notwithstanding any other provisions of this Agreement, Developer, its successors, or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances as they impact ETJ areas not in conflict with this Agreement, and any rules implementing such statutes or regulations.

4.21 ~~4.22~~ Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of such entity.

4.22 ~~4.23~~ Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.23 ~~4.24~~ Force Majeure. Neither the City nor the Developer shall be liable for failure to perform their duties if such failure is caused by a health emergency, catastrophe, riot, war, fire, flood, landslide, lightning, force majeure, or similar contingency beyond the reasonable control of the parties to this Agreement.

ARTICLE V
MISCELLANEOUS

5.01 Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement the prevailing party may recover its reasonable and necessary attorneys' fees from the non-

prevailing party as permitted by Section 271.153 of the Texas Local Government Code, as it exists or may be amended.

5.02 Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representatives of Developer.

5.03 Developer's Warranties and Representations. All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by City or on City's behalf.

5.04 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

5.05 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

5.06 Conflict. Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict with Agreement and the Development Ordinances, the Development Ordinances shall prevail.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date first written above.

HOLIGAN COMMUNITIES, INC.,
a Texas corporation

By: _____
Michael Holigan, President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this ____ day of May, 2021, personally appeared **MICHAEL HOLIGAN**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the President of **HOLIGAN COMMUNITIES, INC.**, a Texas corporation; and he executed said instrument for the purposes and consideration therein expressed and the capacity therein stated.

_____
NOTARY PUBLIC / State of TEXAS

CITY OF ANGLETON, TEXAS

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title: City Secretary

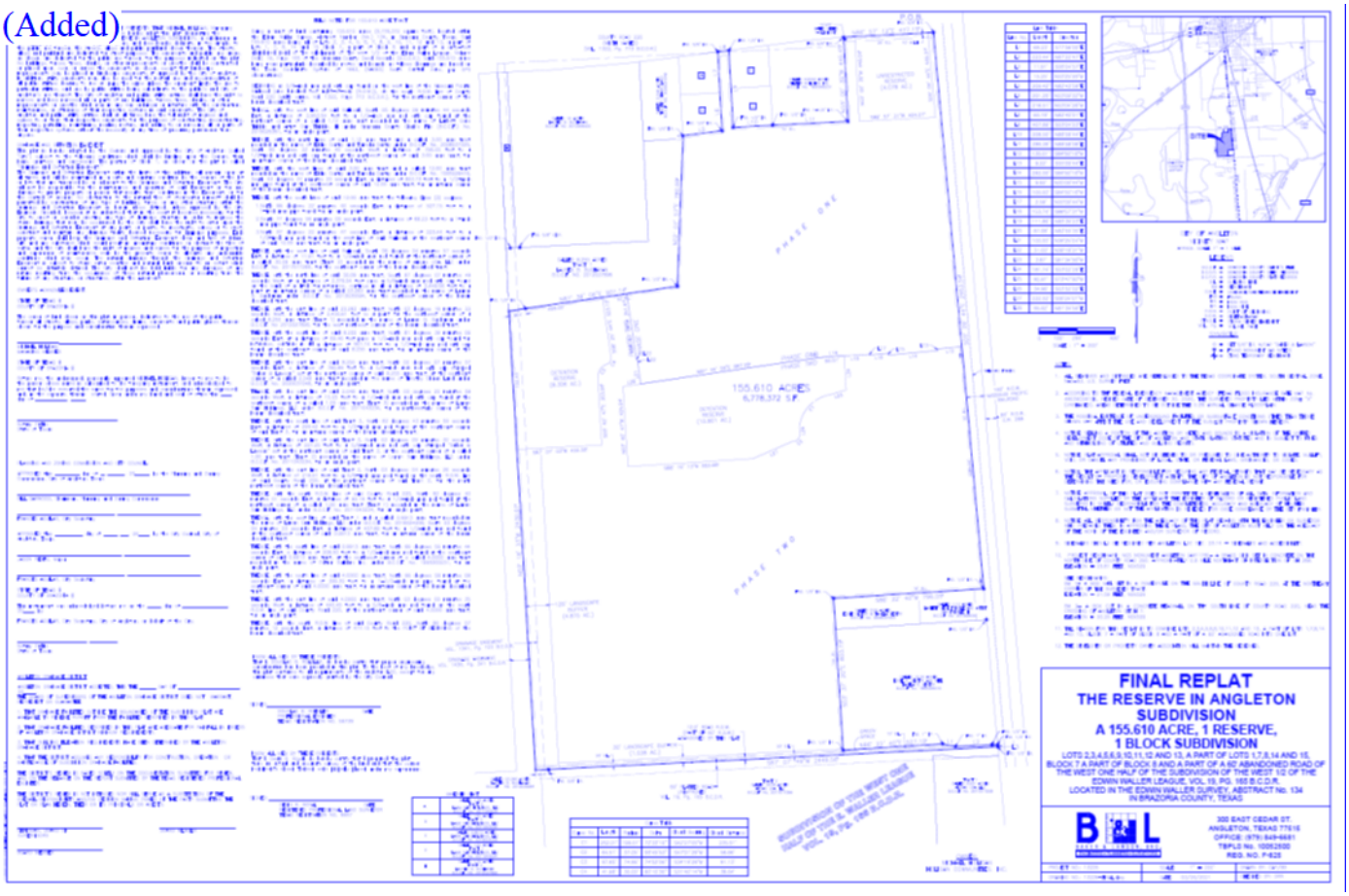
THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of May 2021, personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **CITY OF ANGLETON, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed and the capacity therein stated.

_____
NOTARY PUBLIC / State of TEXAS

EXHIBIT "A"
(Description of Property)
cover page

(Added)



Being a tract of land containing 155.610 acres (6,778,372 square feet), located within the Edwin Waller Survey, Abstract Number (No.) 134, in Brazoria County, Texas; Said 155.610 acres being all of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, a part of Lots 1, 7, 8, 14 and 15 Block 7, a part of Block 8 and a part of a sixty-foot abandoned road of the subdivision of the west 1/2 of the Edwin Waller League, Volume (Vol.) 19, Page 165 of the Brazoria County Deed Records (B.C.D.R.); Said 155.610 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at 5/8-inch iron rod with cap found on the west line of the Missouri Pacific Railroad (one hundred foot right-of-way (R.O.W.)), on the south R.O.W. line of County Road 220 (width varies, Vol. 1322, Page 773 B.C.D.R.), for the northeast corner of the herein described tract;

THENCE, with the west line of said Railroad, South 05 degrees 09 minutes 44 seconds East, a distance of 2,953.54 feet to a 1/2-inch iron rod with cap found at the northeast corner of a called 1.12 acre tract recorded in the name of Larhett Gene Tribble and Artist Dan Tribble, III under Brazoria County Clerk's File (B.C.C.F.) No. 2015026361, for an angle point;

THENCE, with the north lines of said 1.12 acre tract and a called 3.00 acre tract recorded in the name of Eddie Gentry and Tamela Gentry under B.C.C.F. No. 2008037325, South 86 degrees 22 minutes 40 seconds West, a

distance of 796.05 feet to a 1/2-inch iron rod with cap found at the northwest corner of said 3.00 acre tract, for an interior corner of the herein described tract;

THENCE, with the west lines of said 3.00 acre tract and a called 12.00 acre tract recorded in the name of Eddie Gentry and Tamela Gentry under B.C.C.F. No. 1995026416, South 03 degrees 37 minutes 20 seconds East, a distance of 803.73 feet to a 1/2-inch iron pipe found at the southwest corner of said 12.00 acre tract, for an interior corner of the herein described tract;

THENCE, with the south lines of said 12.00 acre tract, the following three (3) courses:

1. North 86 degrees 22 minutes 40 seconds East, a distance of 527.15 feet to a 1-inch iron pipe found for an angle point;

2. South 77 degrees 56 minutes 00 seconds East, a distance of 69.23 feet to a 1-inch iron pipe found for an angle point;

3. North 87 degrees 22 minutes 47 seconds East, a distance of 223.44 feet to a 1/2-inch iron rod found on the west line of said Railroad, at the southeast corner of said 12.00 acre tract, for an angle point;

THENCE, with the west line of said Railroad, South 06 degrees 04 minutes 57 seconds East, a distance of 11.91 feet to a 1/2-inch iron rod found at the northeast corner of a called 30.09 acre tract (Tract 2) recorded in the name of Airgas USA, LLC under B.C.C.F. No. 2017017266, for the southeast corner of the herein described tract;

THENCE, with the north line of said 30.09 acre tract, South 87 degrees 07 minutes 49 seconds West, at a distance of 2,379.94 feet pass a 5/8-inch iron rod with cap found on the bank of a ditch for reference, continue in all a distance of 2,449.56 feet to a point at an interior corner of a called 23.283 acre tract recorded in the name of Lauren B. Buchanan under B.C.C.F. No. 2013035594, for the southwest corner of the herein described tract;

THENCE, with the east line of said 23.283 acre tract, North 03 degrees 18 minutes 33 seconds West, a distance of 2,430.61 feet to a point for the southwest corner of a called 8.255 acre tract (Tract 1) recorded in the name of Lauren B. Buchanan under B.C.C.F. No 2012027896, for the west northwest corner of the herein described tract;

THENCE, with the south line of said 8.255 acre tract, North 81 degrees 39 minutes 06 seconds East, at a distance of 89.46 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 901.14 feet to a 1/2-inch iron rod with cap found at the southeast corner of said 8.255 acre tract, for an interior corner of the herein described tract;

THENCE, with the east line of said 8.255 acre tract, North 02 degrees 07 minutes 57 seconds East, a distance of 780.89 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of said 8.255 acre tract, at the southeast corner of a called 2.048 acre tract recorded in the name of Timothy Shawn Land under B.C.C.F. No. 2020037048, for an angle point;

THENCE, with the east line of said 2.048 acre tract, North 03 degrees 25 minutes 59 seconds West, a distance of 15.25 feet to a 1/2-inch iron rod with cap found at the southwest corner of a called 1.00 acre tract (Tract 3) recorded in the name of Lamm Sain Holdings, LLC under B.C.C.F. No. 2011043234, for a northwesterly corner of the herein described tract;

THENCE, with the south line of said Tract 3, North 82 degrees 43 minutes 59 seconds East, a distance of 209.42 feet to a 1/2-inch iron rod found at the southeast corner of said Tract 3, for an interior corner of the herein described tract;

THENCE, with the east line of said Tract 3, North 03 degrees 09 minutes 32 seconds West, a distance of 201.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of said Tract 3, at the southeast corner of a called 1.00 acre tract (Tract 2) recorded in the name of Lamm Sain Holdings, LLC under B.C.C.F. No. 2011043234, for an angle point;

THENCE, with the east line of said Tract 2, North 03 degrees 04 minutes 26 seconds West, a distance of 216.51 feet to a 5/8-inch iron rod found on the south R.O.W. line of said County Road 220, at the northeast corner of said Tract 2, for the north northwest corner of the herein described tract;

THENCE, with the south R.O.W. line of said County Road 220, North 82 degrees 40 minutes 01 seconds East, a distance of 60.19 feet to a 1/2-inch iron rod found at the northwest corner of a called 1.00 acre tract (Tract 1) recorded in the name of Lamm Sain Holdings, LLC under B.C.C.F. No. 2011043234, for an angle point;

THENCE, with the west line of said Tract 1 and a called 0.9913 acre tract recorded in the name of Lamm Sain Holdings, LLC under B.C.C.F. No. 2018024208, South 03 degrees 04 minutes 23 seconds East, a distance of 407.89 feet to a 1/2-inch iron rod found at the southwest corner of said 0.9913 acre tract, for an interior corner of the herein described tract;

THENCE, with the south line of said 0.9913 acre tract, North 86 degrees 56 minutes 44 seconds East, a distance of 208.50 feet to a 1/2-inch iron rod found at the southeast corner of said 0.9913 acre tract, at the southwest corner of a called 4.0000 acre tract recorded in the name of Peltier Builders Inc. under B.C.C.F. No. 1995000231, for an angle point;

THENCE, with the south line of said 4.0000 acre tract, North 86 degrees 58 minutes 08 seconds East, a distance of 399.39 feet to a 1-1/2-inch iron pipe found at the southeast corner of said 4.0000 acre tract, for an interior corner of the herein described tract;

THENCE, with the east line of said 4.0000 acre tract, North 03 degrees 00 minutes 35 seconds West, a distance of 445.45 feet to a 5/8-inch iron rod found on the south R.O.W. line of said County Road 220, at the northeast corner of said 4.0000 acre tract, for an angle point;

THENCE, with the south R.O.W. line of said County Road 220, North 86 degrees 57 minutes 12 seconds East, a distance of 477.15 feet to the **POINT OF BEGINNING** of the herein described tract.

EXHIBIT "A-1"

~~(~~Property Site Plan ~~and Site Plan Requirements and Community Design Specifications)~~

(Added graphics)

1. ~~Developer will submit a site plan package for review and approval as described by the process outlined for Specific Use Permits in Section 28-63(5) Review and Approval of a Site Plan. This process would involve submission of a site plan application, notice to property owners and publication of notice in the newspaper, a public hearing at Planning & Zoning with recommendation to Council on the site plan package, and a public hearingat City Council with action on the site plan package. The site plan package shall include the following:~~

   ~~A site plan prepared pursuant to Section 28-63(d)(4) to include off-street parking as required by Sections 28-54(c) & (d) and Section 28-101; and~~

   ~~A landscaping plan prepared pursuant the requirements of Section 28-102 and the requirements of Section 28-54; and~~

   ~~A fencing, walls, and screening plan pursuant to the requirements of Section 28-104; and Architectural elevations and plans for all buildings that are not manufactured homes prepared pursuant to the requirements of Section 28-105; and~~

   ~~A lighting plan prepared pursuant to the requirements of Section 28-108; and~~

   ~~A dumpster plan prepared pursuant to the requirements of Section 9-37.~~

2. ~~To assure compliance with the approved site plan package, permits for construction of the project will be obtained through the City of Angleton and inspections will be done through the City of Angleton~~

EXHIBIT "B"
(Description of Improvements)

Developer shall construct the following "Improvements" on the Property:

1) Streets will be concrete and 31' back of curb to back of curb.
2) Two concrete parking spaces will be provided at each home space; or 3 car driveways for additional fee Carports permissible and in some cases "garages" (MH at City Council Meeting 6/11/2019)
3) Landscaping will be provided at the front of each home space; including flower beds and a tree on each space; maintenance rules will be set in place and enforced by Developer (City Council Meeting 6/11/2019 and 3/10/2020)
4) All landscape and mowing maintenance will be provided by Developer. (City Council Meeting 6/11/2019)
5) One shed (with exterior facades matching the home) will be allowed per space. Outdoor storage will be restricted. (Doug Roesler stated undecided at 3/10/2020 Council Meeting)
6) A minimum of 4,500 square foot Recreation Center will be provided to serve the Development. (City Council Meeting 6/11/2019)
7) Skirting will be required ~~with brick or stone~~ for every manufactured home. (City Council Meeting 6/11/2019)
8) Developer will provide a property with ample trees and green space (City Council Meeting 6/11/2019)
9) All detention pond maintenance will be provided.
10) All manufactured homes will meet HUD certification. Detention ponds and/or greenbelts will be provided.

City Council Meeting 3/10/2020

- Regarding the railroad crossing to the North of the property and the North Ditch; Angleton Drainage District Ditch #7, The Springs; Developer will leave natural vegetation along ditch.
- Developer Agrees:
  "Spaces to be 100' deep. Pink [area on presentation map] 50' wide, brown 40' wide, including lots of trees in area.
- Both a clubhouse/recreation center and recreation area - something similar to be built around detention. Typical manufactured homes." (Doug Roesler)
- Developer agrees to enlarge an existing detention pond on the property and will place the recreation center in the same area. (Doug Roesler).

EXHIBIT "B-1"

The DEVELOPMENT shall have paved streets constructed to city or approved Brazoria County standards with the widths dependent on usage and logical and efficient vehicular circulation patterns that discourage ~~non-local~~non- local traffic.

(a) The DEVELOPMENT shall be properly buffered from streets and adjoining properties by a combination of green space, landscaping, wooden fencing, and/or masonry walls.

(b) *Permitted uses.* Single-family manufactured homes ("MH"), recreational structures and areas and ancillary uses as listed herein.

(c) *Area regulations:*

(1) *Size of yards* (for each MH ~~lot~~space within DEVELOPMENT):

a. *Minimum front yard:* ~~25 feet from a dedicated street;~~ 15 feet from any private street or drive.

b. *Minimum side yard:* Ten feet~~; 20 feet~~ between units; ~~20~~5 feet from perimeter boundary line; 15 feet for a corner ~~lot on a residential or collector street, and 20 feet for a corner lot on an arterial~~space or siding a street.

c. *Minimum rear yard:* ~~Ten~~ Five feet~~; 20 feet from any perimeter boundary line~~.

~~d. The side of the garage with the door for cars shall have a 25-foot setback as measured from any property or street right-of-way line.~~

(2) *Size of space* (for each space within the DEVELOPMENT:

a. *Minimum ~~lot~~space area:* 4,000 square feet per unit.

b. *Minimum ~~lot~~space width:* 40 feet.

c. *Minimum ~~lot~~space depth:* 100 feet.

(3) *Minimum floor area per dwelling unit:* ~~1000~~ 900 square feet.

(4) *Maximum ~~lot~~space coverage:* 50 percent for main building/unit plus any accessory buildings.

(5) *Parking regulations:* Two spaces paved with concrete per unit located on the same ~~lot~~space as the unit served.

(6) *Maximum height limit:*

a. Two and one-half stories, and not to exceed 36 feet, for the main building/house.

b. One story for accessory buildings limited to one per ~~lot~~space with an area no greater than 100 sf. nor a height greater than 8 feet.

(7) *Maximum impervious surface coverage:* 60 percent.

(d) *Supplemental requirements for* MH:

~~(1) *Tenant parking:* Two concrete parking spaces shall be required for each MH.~~

~~(2) *Visitor and supplemental parking:* Visitor and supplemental parking is required as follows:~~

~~a. Two visitor parking spaces for every three manufactured home spaces. No lot shall be situated further than 150 feet from a visitor space.~~

~~b. Supplemental parking or vehicle storage space for the parking or storage of boats, campers and similar vehicles or equipment shall be provided at a community storage area in the DEVELOPMENT which is provided by the developer and identified as such. One space at that location shall be provided for every ten or more manufactured home or site. Such equipment, boat or vehicle shall be allowed to be located on or near any lot when loading or unloading for a period no longer than 24 hours. The community storage area shall be screened from view of the pubic by a brick wall or landscaping or a combination of the two.~~

~~c. Each visitor and/or supplemental parking space will be not less than 9' X 20', which shall not be included in the lot size for any manufactured home lot.~~

(1) ~~(3)~~ *Access:* Homes in the DEVELOPMENT shall be required to have direct access from an improved ~~public street in accordance with the Land Development Code of the City of Angleton. Where an internal~~ private street ~~provides access to individual lots or dwelling units, the same~~as illustrated on Exhibit A-1 and shall be paved in accordance with ~~city~~approved county standards~~, and it~~. All streets shall be ~~dedicated to the~~granted as public ~~as an~~and emergency access ~~or fire lane easement to~~easements. Such private streets shall allow for the rapid and safe movement of vehicles used in providing emergency health or public safety services. Each ~~emergency access/fire lane easement~~private street shall have a clear unobstructed width of 24 feet, shall ultimately connect to a dedicated public street, and shall have a turning area and radii of a minimum of 50 feet to permit free movement of emergency vehicles. ~~Fire lane easements shall be maintained by the DEVELOPMENT. Gated~~Any gated/secured entrances shall be in accordance with the city's design standards for gated/secured entrances on private streets.

~~(4) *Walkways:* Designated ADA concrete walkways five feet in width will be provided on both sides of roadways or streets.~~

(2) ~~(5)~~ *Street names and signs:* Within the DEVELOPMENT all streets shall be named, and manufactured homes numbered in a logical and orderly fashion. Street signs shall be of a color and size contrasting with those on public streets and roadways so that there is no confusion regarding which are private, and which are public streets. These signs and numbers shall be of standard size and placement to facilitate location by emergency vehicles. ~~Street names shall be submitted to the city manager, along with the final plat application, reviewed by the appropriate city staff with respect to street naming procedures set forth within the city's code of ordinances, and approved by the planning and zoning commission and the city council on the final plat for the subdivision. The street names shall be set with final plat approval and shall not be changed on the final plat without city approval. All dwelling unit numbering (i.e., addressing) shall be assigned by the city manager.~~

(3) ~~(6)~~ *Other signs:* ~~Along all sections of emergency access easements, the owner or agent shall erect metal signs prohibiting parking. The sign type, size, height and location shall be in accordance with the manual of uniform traffic control devices and approved by the city.~~ One identification sign shall be allowed at each entrance of the ~~subdivision~~DEVELOPMENT and shall be no larger than 50 sf in area and a top height no higher than 10 feet from natural grade

and a bottom height no higher than 2 feet from natural grade. Both signs shall be encased in a brick frame.

~~(7)~~ *Intersections:* Internal streets shall intersect ~~adjoining public streets~~ at approximately 90 degrees as illustrated on Exhibit A-1 and at locations which will eliminate or minimize interference with traffic on ~~those~~ public streets.

(4) ~~(8)~~ *Street lighting:* Street lighting within the DEVELOPMENT shall be provided ~~in accordance with the city code of ordinance, and shall be maintained~~by and funded by the Developer.

(5) ~~(9)~~ *Electric and telephone service:* All electrical distribution lines and all telephone lines shall be underground except the primary service lines to the DEVELOPMENT perimeter.

(6) ~~(10)~~ *Drainage and soil protection:* The ground surface in all parts of the DEVELOPMENT shall be graded and equipped to drain all surface water in a safe, efficient manner. Each manufactured home space shall provide adequate drainage for the placement of a manufactured home. Exposed ground surfaces in all parts of the DEVELOPMENT shall be paved and/or covered with stone, brick paving, or other similar solid material, or protected with a vegetative growth (such as grass) capable of preventing soil erosion and ~~eliminating~~minimizing dust.

(7) ~~(11)~~ *Firefighting:*

a. Approaches to all manufactured homes shall be kept clear for firefighting.

b. Standard city fire hydrants shall be required to be located within 300 feet of all manufactured home spaces, measured along the drive or street, as verified by the fire department.~~.~~

c. The ~~homeowner association~~Owner of the DEVELOPMENT shall be responsible for maintaining the entire area of the development to be free of dry brush, leaves and weeds in excess of six inches in height.

(8) ~~(12)~~ *Refuse facilities:* Solid waste disposal services shall be provided individually to each ~~lot~~space in the DEVELOPMENT in the same manner as other single-family developments. Any common refuse containers that may be provided shall be maintained in accordance with local public health and sanitary regulations and shall be screened from view of the public by a solid brick enclosure with gate or landscaping.

~~(13)~~ *Anchorage of manufactured homes:* To insure against natural hazards such as tornados, high winds and electrical storms, anchorage for each manufactured home shall be provided according to the ~~following:~~

~~All manufactured home units shall be attached/anchored to an approved slab in accordance with the~~ International Building Code and shall meet the wind zone requirements for this location. Prior to installation of a MH on a lot in the DEVELOPMENT, the tax accessor-collector of Brazoria County must be notified of such installation including the label number of the MH. ~~A letter of such notification from that agency must be presented to the building official of the city by the owner of the MH.~~

(e) *Special requirements:*

~~(1) Except for automobiles, open/outside storage is prohibited except in the community storage area designated and screened from view of the public by the developer.~~

(1) ~~(2)~~ *Usable open space requirements:* ~~Except as provided below, any manufactured home development shall provide~~ As illustrated on Exhibit A-1, the DEVELOPMENT provides useable open space that equals or exceeds 15 percent of the total land area within the development.

(2) ~~(3)~~ One playground area containing at least five pieces of play equipment shall be provided ~~for every 100 dwelling units, or fraction thereof~~. The playground equipment shall be of heavy- duty construction, such as is normally used in public parks or on public school playgrounds.

(3) ~~(4) No~~During the DEVELOPMENT's lease-up, no manufactured home older than 5 years shall be allowed to be located in DEVELOPMENT. Any MH that is proposed to be placed in DEVELOPMENT shall be a HUD-Code manufactured home that has received a warranty for such that has been issued in the last five years. ~~Such warranty shall be presented to the building official of the City of Angleton, Texas prior to installation of a MH at DEVELOPMENT.~~

~~(5) In addition to the standards and requirements contained herein, the developer shall create covenants and restrictions that shall include all elements of this agreement and shall forward a copy of such to the city for approval prior to approval of a final plat of DEVELOPMENT. The Developer agrees to create covenants and restrictions or create a Homeowner's Association with covenants and restrictions. Should the Developer fail to do so or fail to enforce the covenants and restrictions the City shall assume responsibility for the enforcement and the City shall be reimbursed by the Developer for the necessary enforcement, in order to assure the Development is well maintained and complies with all of the Development requirements set forth herein.~~

(4) ~~(6)~~ The developer of DEVELOPMENT shall construct an amenity facility for use by residents which shall include a club house and swimming pool (sized for 30 swimmers). The club house and pool shall be located on the same site. The club house shall be a minimum of 4500 square feet in area and contain a meeting room (occupancy 30 people) and kitchen facility. The clubhouse shall have two unisex/handicapped restrooms that are easily accessible to users of both the pool and clubhouse. The clubhouse shall have one room of sufficient size to house at least 4 cardio exercise machines to be provided by the developer. An office shall be provided in the clubhouse with dimensions of 10' by 10' and shall include a desk and filing cabinet provided by the developer to be used by the homeowner's association. The developer shall provide no fewer than ~~6~~30 concrete parking spaces adjacent to the amenity facility. The club house shall be clad 100% with either clay fired brick (e) (9) or natural stone similar in appearance to the pictures provided by the developer. The pool area shall be enclosed by a fence ~~of brick/stone and wood for security~~. The amenity facility shall be maintained by the ~~developer until MH have been installed on 70% of the lots at such time the homeowner's association shall assume all responsibilities for maintenance of the DEVELOPMENT~~Owner.

(5) ~~(7)~~ The developer ~~shall employ a landscape architect to design a landscape plan for the interior of the DEVELOPMENT such plan to be approved by the city which will include trees~~

and other plants along all streets as well as for individual lots. Once the city approves such plan the developer will install the plants along collector streets leading up to any residential streets with MH locating on them. Landscaping shall be placed along each residential street before 70% of lots on that street has MH fronting on such. Once a MH is approved by the city and is affixed to a lot the developer shall landscape the lot on which the MH is located similar to the pictures provided to the city by the developer. will install the common area plantings upon substantial completion of the site Improvements and MH space planting within 30 days of placement of the MH Upon completion of the installation of the plant materials on a lotMH space, it shall be the responsibility of the MH owner to maintain the landscaping on that lotspace. Any plants that die shall be replaced by the property owner. The plant materials in common areas shall be maintained by the developer or if sold lots until MH have been placed on 70% of the lots in DEVELOPMENT at which time the responsibility of maintenance of plants in common areas will be that of the homeowner association. The deed restrictions shall require the lot owners to maintain landscaping on their lots and identify the homeowner's association as responsible for enforcing this requirement.Owner.

(6) (8) The developerDeveloper shall construct a 6' high fence covered with natural stone or clay fired, brick along the DEVELOPMENT northern boundary line or which sides on a street andalong the front side of the DEVELOPMENT and a wood and natural stone or brick pilaster fence on boundary line side of every non street side of the DEVELOPMENT. Brick or natural stone pilasters shall be spaced every 20 feet in the fence. Outside of but within 6 feet of the wall that surround the DEVELOPMENT trees shall be planted, one every 25 feet..

(7) (9) AllAny brick used in the DEVELOPMENT shall be clay fired brick and shall be dark red for the identification/entrance signs, commercial signs and buildings, fences, pilasters and club house/pool fence. Brick veneer, hollow block, plastic brick, giant brick and other substitutes and the like will not be allowed. All-natural stone will be brown, or baize as shown in the renderings provided by the developer.

(8) (10) No person shall install any manufactured home, or erect, construct, add to, enlarge, improve, alter, repair, convert, extend, improve or destroy any manufacturedMH home site, building, or structure, or any part thereof, or install any plumbing, electrical, or mechanical equipment as a part of DEVELOPMENT, site, building, or structure, or cause the same to be done, without first obtaining an appropriate permit from the building inspection department of the cityBrazoria County as applicable.

(9) (11) Where the laws and regulations maintained by the TXDCA which apply to manufactured homes and which exceed the standards contained herein, those laws and regulations shall apply.

(12) Annexation of DEVELOPMENT by the city will commence when 70% of the lots have manufactured homes on them.

(f) *Commercial Reserve.* The following standards shall be applied to the 200' deep x 700' wide (+/-) commercial reserve fronting on CR 220.

(1) Architecture. All buildings constructed in this reserve shall be clad with 80% brick as per (e) (9) above or 80% natural stone. Either or a combination of parapet walls 8' feet in height

surrounding the building(s) or visible, metal roofs pitched at a ratio of 6' in 12' shall be required. If brick is chosen areas not covered by brick will be painted a dull dark red paint similar in color as that of the brick. If natural stone is chosen then the areas not covered by natural stone will be similar in color as the natural stone. No primary, glossy, bright or shiny colors shall be permitted on any building or sign frame.

(1) ~~(2)~~ *Landscaping*. A 25' wide landscape buffer shall be provided along the entire frontage of CR 220 (except for driveway entrances) and contain trees chosen from Chapter 28-102 of the Zoning Ordinance of the City of Angleton and spaced 20 feet apart. The chosen trees shall be 8 feet in height and a minimum of 4" in diameter at basal height at the time they are planted. Shrubbery shall be planted between the trees continuously to connect with the trees and be no lower than 3 feet in height at planting. The center owner or tract shall maintain and replace as needed all landscaping that dies, is not flourishing or is diseased. The landscaped areas shall be regularly watered by an irrigation system installed by the developer at the time of development.

(2) ~~(3)~~ *Signage*. One ground sign with an area of 75 square feet, a top height no greater than 10 feet from natural grade nor a bottom height of greater than 2' shall be allowed along CR 220 for every 280 feet of frontage and each separated by the greatest extent possible. Such ground signs shall be set back from the right of way by 10 feet and may be placed in the landscape buffer yard. Ground signs shall be encased all in brick or all in natural stone. Wall signs shall be allowed for each business located in on the tract at a ratio of one square foot of signage for each linear feet of an individual frontage of a business. No other signs or attention getting devices shall be allowed on the site or buildings including but not limited to streamers, banners, balloons, flags, artificial animals or objects and the like.

EXHIBIT "C"
(Utility Agreement)

UTILITY AGREEMENT
WATER, SEWER AND UTILITY LINE EXTENSION

This Utility Agreement for Water, Sewer and Utility Line Extension ("**Agreement**") is made and entered into as of the _____ day of _____, 2021 ("**Effective Date**"), by and among HOLIGAN COMMUNITIES INC, a Texas corporation, (the "**Developer**"), the CITY of ANGLETON, a Texas municipality (the "**City**").

RECITALS:

A. Holigan Communities Inc. is the owner of the real property located at the southwestern corner of Clute-Angleton Road and CR 220 in Angleton, Texas ("**Premises**"), as shown on the site plan attached hereto as Exhibit A ("**Site Plan**").

B. Developer intends to develop an 837-unit manufactured home park and has requested that the City provide water and wastewater services to the Development.

C. The City has agreed to extend water service and sewer service to the Development.

D. The Utilities will be constructed at a size that will meet expected demand and requirements for the Development.

E. Developer is willing to pay an impact fee to the City of Angleton for the water extended to the site and wastewater trunk line extended to the Development.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT:

1. Project Construction. City agrees to extend water services and sewer services to the development located on County Road 220 as shown in Exhibit A to be completed within one hundred (180) calendar days subject to and upon City receipt of the initial Impact Fee Payment.

a. Attached hereto as Exhibit B, is a Memo dated Tuesday June 18, 2019 from the City Engineer, John Peterson, P.E., C.F.M.. with HDR Engineering to Scott Albert, then City Administrator, outlining the required utility extensions for the 155- acre Development. The total estimated construction costs are:

Wastewater Line Extension	$508,900.00
Water Line Extension	$208,650.00
TOTAL	**$717,550.00**

The City of Angleton shall provide all engineering, easement acquisition and construction costs associated with extending the utilities.

2. Impact Fee Calculation. The total impact fee for this proposed development is based on the number of equivalent service units ("**ESUs**") multiplied by the calculated per unit impact fee of $3,437.62. As referenced in Exhibit "B", a single manufactured home space has an ESU of 1.0648. Therefore, the proposed development has an overall site ESU of 891.24. The total impact fee is as follows:

891.24 * $3,437.62 = $ 3,063,744.45 Impact Fee reflects 837 unit count

All Developer costs related to these utility line extensions and any proposed development connections are included in the Impact Fee.

3. Impact Fee Payments. The Developer agrees to pay the City of Angleton the Impact Fee in two installment payments:

a. 50% prior to the commencement of Project construction
b. 50% within 60 days of City completion of and Developer connection to the water and wastewater utility lines servicing the proposed development.

Developer may assign his rights under this Utility Agreement, in whole or in part, to any successor in title to the Development. Prior to assigning, Developer shall first deliver written notice of same to the City.

If all or any portion of this Utility Agreement shall be declared void or unenforceable by any court of competent jurisdiction the Parties shall be released of their obligations herein to that extent.

There are no third-party beneficiaries intended to have rights enforceable under this Utility Agreement.

This agreement shall be construed in accordance with the laws of the state of Texas.

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the Effective Date.

CITY OF ANGLETON:

By: _____
Chris Whitacker, City Manager

ATTEST:

By: _____
Francis Aguillar, City Secretary

DEVELOPER:

HOLIGAN COMMUNITIES INC.
a Texas corporation

By: _____
Michael Holigan, President

EXHIBIT A

SITE PLAN

EXHIBIT B

HDR MEMO

Summary report: Litera® Change-Pro for Word 10.13.0.36 Document comparison done on 5/6/2021 11:15:55 AM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: nd://4836-9475-9656/1/Development Agreement Holigan Communities.docx	
Modified DMS: nd://4836-9475-9656/2/Development Agreement Holigan Communities.docx	
Changes:	
Add	187
~~Delete~~	150
~~Move From~~	1
Move To	1
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	341