10.19.2021

DEVELOPMENT AGREEMENT BETWEEN CITY OF ANGLETON, TEXAS AND TEJAS-ANGLETON DEVELOPMENT, L.L.C.

This Development Agreement (this "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 Tejas-Angleton Development, L.L.C., a Texas limited liability company ("Developer").

RECITALS

WHEREAS, Developer owns or is under contract to purchase approximately 164.5 acres of land located within the corporate boundaries of the City, and more particularly described on **Exhibit "A"** attached and incorporated herein by reference (the "Property"); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the "Public Improvements" as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, Developer plans a mixed-use development with single-family homes and a commercial/retail development to be known as Austin Colony, (the "Project") as depicted on the Land Plan of Austin Colony attached hereto as **Exhibit "B"** and incorporated herein by referenced (the "Land Plan"); and

WHEREAS, Section 5 of Austin Colony shall be developed with approximately fifty-five (55) single-family residential lots if Developer has not sold or developed for commercial purposes the Property included in Section 5 for commercial/retail development within five (5) years after the Effective Date of this Agreement; and

WHEREAS, City has approved and adopted an ordinance to zone the Property pursuant to Chapter 28 Zoning, Article III Zoning Districts, Section 28-62, Planned Development Overlay District ("Ordinance") subject to this Agreement, which will govern and permit the development of the Project in accordance with the Land Plan; and

WHEREAS, City adopted a PID Policy on July 13, 2021 setting forth required steps, payments and obligations to be satisfied by the Developer in order to petition for a Public Improvement District;

WHEREAS, the City has approved and adopted Resolution No. 20210824-024 authorizing the establishment of the Austin Colony Public Improvement District following review of a PID petition, and consideration by the City, and a component of the PID Policy; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that is coterminous with the boundaries of the Property (the "PID") in accordance with Chapter 372 Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt the SAPs (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to the Service and Assessment Plan ("SAP"), payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of $30.000,000.00 for payment or reimbursement of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

WHEREAS, the Developer and the City desire to enter into this Agreement and 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 and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement.

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:

Definitions

The terms "*Agreement*", "*City*", "*Developer*", "*Austin Colony*", "*Project*", *"Land Plan"* shall have the meanings provided in the recitals above, however "Property" is further defined as 164.5 acres of land described in **Exhibit "A"**. Except as may be otherwise defined, or the context clearly

requires otherwise, the following terms and phrases used in this Agreement shall the meanings as follows:

Capacity Acquisition Fee means the fee that is a one-time charge to Developer by the City and is a fee based on the roughly proportional fair share guidelines and standards set forth in Ordinance Number 20190528-021 adopting a Capacity Acquisition Fee, "CAF", and LDC Sec. 23-32 per Equivalent Single-family Connection ("ESFC") platted to cover the capital costs incurred by the City and as related to the provision of water supply and sewage treatment.

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 not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code, Section 245.004; provided, however, that Developer may elect to have such future amendments or changes apply to the development of the Property.

Effective Date means the date of mutual execution by all necessary parties on this Agreement or the date of execution by the last party to execute this Agreement.

HOA means the homeowners association(s) for the homes within the Property.

Pid Enhancement Fund a Developer Obligation means an amount equal to ten per cent (10%) of the total PID value payable to City prior to bond issuance, as referenced in the City of Angleton PID Policy.

PID means t*he Austin Colony (PID No. 3) Public Improvement District*

PID Act means the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

PID Bond Fee means a Developer Obligation that results if the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, a payment shall be made by Developer to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City's financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which each series of PID Bonds are issued.

PID Policy means the policy adopted by City Council on July 13, 3021 setting forth all requirements Developer must satisfy in order to petition, seek approval and establish a Public Improvement District in the City of Angleton, Texas.

Reimbursement Agreement(s) means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

SAP means a Service and Assessment Plan drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted, and approved by the City that identifies and allocates the Assessments on benefitted parcels with the PID and sets forth the method of assessments, the amount of the Assessments, the Public Improvements, and the method of collection of the Assessment..

Utility Improvements or Public Improvements means public improvements to be developed and constructed or caused to be developed or constructed including all infrastructure, public developments including but not limited to water, wastewater drainage system, and sanitary sewer utilities for the Project both inside and outside the PID by the Developer to benefit the PID and property.

ARTICLE I

Covenants

Section 1.01 Permitted Uses. The Project shall be limited to the development of single-family dwellings and commercial or retail.

Section 1.02 Height Restrictions. No dwellings built in the single-family residential portion of the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.

Section 1.03 Lot Dimensions and Development. The lots shall be the size depicted on the Land Plan, approximately 120 feet in length, with the front width of each lot as set forth below:

SECTIONS AND LOTS SUMMARY				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	100			100
2		87	21	108
3			106	106
4		132	32	164
5			55	55
Lot Size Total	100	219	214	533
Size %	19%	41%	40%	100%

Section 1.04 Entry Monument. An entry monument shall be placed at the corner of Austin Colony Boulevard and County Road 44, which is the entry to the Project off County Road 44. The entry monument shall be either brick or stone with landscaping, planted grass, shrubs, irrigation system and lighting.

Section 1.05 Playground. A playground behind the entry monument shall include playground equipment.

Section 1.06 Section One. The first section to be developed and platted is identified as Section 1 (50' lots) on the attached Land Plan and shall include:

a) an entry monument with landscaping that is planted, irrigated and lighted.
b) a playground with playground equipment.
c) Austin Colony Boulevard shall be constructed 28 feet wide, concrete paved from County Road 44 to the entrance of Section I and will be divided at the entry off County Road 44 and have a turn lane at the entry of Section 1 and Section 3.
d) A dry retention pond will be graded and planted for recreation.
e) 100 single-family residential lots – 50' x 120' (6,000 sq.ft.).
f) Items 1.06 A (a, b, and d above) will be started in Section 1 and will be completed no later than issuance of the 50th residential building permit in Section 1.

Section 1.07 Construction of Austin Colony Boulevard to Tigner Drive and extension of Tigner Drive from the existing end of pavement of Tigner Drive behind the Walmart Super Center currently located at 1801 N. Velasco, to Austin Colony Boulevard.

a) Austin Colony Boulevard shall be constructed 28 feet wide of concrete paved from the entrance of Section 1 to Tigner Drive with a left turn lane at Tigner Drive.
b) Tigner Drive will be a minimum of 24 feet wide in each direction with a 6 foot wide median, concrete pavement and turn lanes from Austin Colony Boulevard to the existing end pavement of Tigner Drive behind Walmart. Half of Tigner Drive will be constructed from the existing end of pavement of Tigner Drive behind Walmart to Austin Colony Boulevard with Section 1. The remaining half of Tigner Drive will be constructed as part of Section 3
c) Items a) and b) above will be referred to as "ACB / TD" and will be separately platted with separately submitted construction plans.
d) After City Council approval of the Final Plat for Section 1, recording shall not occur until the following items are complete, and accepted and approved by the City:
    1. Payment of the total amount of Capacity Acquisition Fees as set out in a memo prepared and approved by the City Engineer;
    2. Payment of the total amount of fees representing Park Fee- In – Lieu of Dedication as set out by the City Parks Director;
    3. Acceptance of the Public Improvements by City Council which would require the Developer to post a one- year Surety Bond or Maintenance Bond approved and acceptable to the City that provides protection against defects on construction improvements that have been accepted by the city.
    4. A duly executed Escrow Agreement between Developer and the City to meet the requirements of Section 23-11 of the LDC, as approved by the City, together with a cost estimate for the construction of ACB / TD. The Developer will fund the Escrow Agreement with six hundred fifty thousand and 00/100 dollars $650,000.00 cash prior to issuance by the City of any residential building permit in Section 1.
e) After City Council approval of the Final Plat for ACB / TD, recording shall not occur until acceptance of the hereinafter defined Public Improvements by City Council of ACB / TD.

f) Construction of ACB / TD will begin no later than issuance of the 50th residential building permit, half of the total 100 residences in Section 1.

Section 1.08 Section Two. The second section to be developed and platted is identified as Section 2 consisting of 55 foot and 60 foot lots on the Land Plan and shall include:

a) The detention pond started in Section 1 will be completed as part of Section 2;
b) Construction of 87 single-family residential lots with the minimum size of 55' x 120' (6,600 sq. ft.);
c) Construction of 21 single-family residential lots with the minimum size of 60' x 120' (7,200 sq. ft.);
~~d)~~ Items 1.06 B that were started in Section 1 will be completed as part of Section 2~~.~~

Section 1.09 Section Three. The third section to be developed and platted is identified as Section 3 consisting of 60 foot lots on the Land Plan and shall include:

a) A 50-feet wide concrete extension of Tigner Drive, with two (2) lanes in each direction and with turn lanes commencing from the north entrance of Section 3 to the intersection of Austin Colony Boulevard and Tigner Drive.
b) Retention capacity for Section 3 is included in the Section 1 and 2 retention pond.
c) Construction of 106 single-family residential lots with the minimum size of 60' x 20' (7,200 sq. ft.)

Section 1.10 Section Four. The fourth section to be developed and platted is identified as Section 4 consisting of both 55 foot and 60 foot lots on the Land Plan and shall include:

a) Construction of 132 single-family residential lots with the minimum size of 55' x 120' (6,600 sq.ft.)
b) Construction of 32 single-family residential lots with the minimum size of 60' x 120' (7,200 sq.ft.)
c) Completion of the grading and planting for recreation purposes of the northerly detention pond . (NEED BETTER DESCRIPTION)
d) Construction of Tigner Drive consisting of the concrete extension from the northern entrance of Section III to the western property line, and shall be 50 feet wide with two (2) lanes in each direction with turn lanes,
e) Section Four may be developed in two separate phases with each phase having a Preliminary Plan, approval of construction plans, Final Plat and Development Permit. If Section 4 is developed in two separate phases, construction of Tigner Drive must be done with the first of the two phases.

Section 1.11 Section Five. The fifth section to be developed is identified as Section 5 on the Land Plan and shall be set aside, listed, and advertised for commercial development immediately upon execution of the development agreement. Beginning the sixth year or a minimum of seventy two months (72) after the Effective Date and continuing thereafter, if the property has not sold for commercial development and Sections 1 through 4 have been

developed, Section 5 shall be developed as single-family residential lots with a minimum size of 60 feet in front width, 60' x 120' (7,200 sq.ft.)

Section 1.12 Compliance with Additional City Ordinances. In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-45, Planned Development Overlay District single-family residential and as otherwise set forth in this Agreement; the Project shall also comply with the Development Ordinances. Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations and applicable law.

Section 1.13 Fees-in-Lieu. The Developer agrees to pay a City fee in lieu of dedication of park acres in the amount of Five Hundred Seventy-Five and No/100 Dollars ($575.00) per lot. The fee for each phase shall be paid to the City prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances. The fee for each phase shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

Sections	**Number of Lots**	**Park Fee- In- Lieu**
1	100	$ 57,500
2	108	$ 62,100
3	106	$ 60,950
4	164	$ 94,300
5	55	$ 31,625
TOTAL	**533**	**$ 306,475**

Section 1.14 Sewer CAF. Developer agrees to pay a Sewer CAF. The Sewer CAF is one thousand three hundred eighty-seven and 25/100 dollars ($1,387.25) per lot, which is the amount set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit "C"**. The fee for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

Sections	**Number of Lots**	**Sewer CAF**
1	100	$ 138,725
2	108	$ 149,823
3	106	$ 147,048
4	164	$ 227,509
5	55	$ 76,298
TOTAL	**533**	**$ 739,403**

Section 1.15 Water CAF. Developer agrees to pay a Water CAF. The Water CAF is five hundred thirty-six and 70/100 dollars ($536.70) per lot. The Water CAF for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section. The City agrees to provide Water Service for the full build-out of the Project.

Sections	Number of Lots	Water CAF
1	100	$ 53,670
2	108	$ 57,963
3	106	$ 56,890
4	164	$ 88,018
5	55	$ 29,518
TOTAL	**533**	**$ 286,059**

Section 1.16 Fencing Developer agrees to install premium perimeter fencing stained and crowned along the back property lines of all lots along Austin Colony Boulevard and Tigner Street. All perimeter fencing shall be maintained by the HOA. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development phase shall be installed prior to the occupancy of any residence in that phase.

Section 1.17 Conduit. Developer agrees to install in phases and provide conduit for the installation of fiber internet in the entire Project.

Section 1.18 Streetlights. Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 1.19 Homeowner's Association. Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the Deed Restrictions set forth herein. In the event the HOA becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to, but is not obligated to, enforce the Deed Restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this document and related Property Owner's Association Bylaws, including, but not limited to, the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

a) Maintenance of such open spaces shall be the responsibility of the subdivider or the HOA, unless accepted by the City Council.
b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements. Further, the articles shall provide that the

board of directors shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that board of directors file with the City annual reports of maintenance and that the board of directors shall be required to initiate any and all needed repairs in a timely manner.

Section 1.20 Design Standards for Public Improvements. Developer shall provide streets, drainage, utilities, parks, and recreational facilities according to the development plan, at Developer's sole cost. All facilities shall comply with the City's design criteria set forth in the Development Ordinances for such streets, paving, drainage, water, wastewater, and park improvements; and, shall be subject to the approval of the City Engineer, Planning Commission and City Council as provided in the Development Ordinance. Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements. The Public Improvement Project Costs, which are estimated on Appendix A, shall be paid proceeds of Pill Bonds or the Developer Cash Contribution in accordance with the Bond Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

Section 1.21 Payment of Public Improvements

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID [fonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the P1D Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of *the* cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject

(b) Upon written acceptance of a Public improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, ·including all costs thereof and relating thereto.

Section 1.22 Conflict. Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict between this Agreement and the Development Ordinances, this Agreement shall prevail.

Section 1.23 Notification. The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement or the Development Ordinances, which notice shall specify the alleged failure with reasonable particularity. The 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.

Section 1.24 Assignment and Assumption. Developer may freely assign the rights and responsibilities of this Agreement at its sole discretion, but shall be required to notify the City of any such assignment within five (5) business days of any such assignment.

Section 1.25 Collateral Assignment. Developer has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lender ("Designated Mortgagee") without the consent of the City, but with written notice to the City within ten (10) days of the execution of such document. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender becomes the record title owner of the Property or any portion thereof. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods otherwise provided to the defaulting party by this Agreement; and the other party agrees to accept a cure offered by the lender as if offered by the defaulting party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a party.

ARTICLE II
PROVISIONS FOR DESIGNATED MORTGAGEE

Section 2.01 Notice to Designated Mortgagee. Pursuant to Section 4.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

Section 2.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 1.23 and Article II.

Section 2.03 Designated Mortgagee. At any time after execution and recordation in the Real Property Records of Brazoria County, Texas, of any mortgage, deed of trust, or security agreement encumbering the Tract or any portion thereof, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the

Developer, and (b) may change the Developer's address for notice pursuant to Section 6.05 to include the address of the Designated Mortgagee to which it desires copies of notice to be provided.

At such time as a full and final release of any such lien is filed in the Real Property Records of Brazoria County, Texas, and the Developer gives notice of such release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument executed by the Developer encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

If the Designated Mortgagee and/or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE III
PROVISIONS FOR DEVELOPER

Section 3.01 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 3.02 Developer's Right to Continue Development. Subject to the provisions of Sections 1.23 and 6.04 of this Agreement, the City and the Developer hereby agree that the Developer may sell all or a portion of the Property to one or more persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Property acquired by such persons.

ARTICLE IV

MATERIAL BREACH, NOTICE AND REMEDIES

Section 4.01 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 upon the failure of the Developer to substantially comply with a provision of this Agreement 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 Agreement shall provide the remedies for such default.

Section 4.02 Notice of Developer's Default.

(a) The City shall notify the Developer and any Designated Mortgagee of all, or any part of the Property designated by Developer to receive such notices 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 4.04 and subsequently exercise the applicable remedy under Section 4.05.

Section 4.03 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 4.04 and subsequently exercise the applicable remedy under Section 4.05.

Section 4.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 4.02 or 4.03, 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. The parties participating in the mediation shall share the costs of the mediation equally.

Section 4.05 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 4.04, 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 4.04, 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 V

PUBLIC IMPROVEMENT DISTRICT

Section 5.1 Creation. The Developer has submitted a petition to the City to create a Public Improvement District "PID" that encompasses the property; such petition contains a list of the public improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such public improvements (the "Public Improvements"). Such petition also allows for the City's levy of Assessments for maintenance purposes and for administration of the PID. Developer acknowledges and agrees that the City has requirements and obligations set forth in the City of Angleton PID Policy that Developer must satisfy and Developer agrees to comply with all requirements of the PID Policy in order for the creation of the PID to occur.

Section 5.2 Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article V, the City has created the PID and if approved by City Council, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property and each a "Phase") up to an aggregate principal amount of $30,000,000.00 to construct, reimburse or acquire the Public Improvements benefitting the Property. The Public Improvements to be constructed and funded in connection with the PID Bonds are detailed in Exhibit D-3, which may be amended from time to time upon approval of the City, and in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution and perform its obligations hereunder.

(b) The Developer shall complete all Public Improvements within each phase in the PID and such Public Improvements shall be completed by the Public Improvement Completion Date

(c)The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed $30,000,000.00.

(ii) The maximum "tax rate" for the projected annual assessment for each Phase shall be no greater than $0.70 per $100.00 valuation at the time of issuance of

each series of PID Bonds; the tax rate limit applies on an aggregate basis for the entire property within each Phase and on an individual assessed parcel basis (including projected average sales price of the homes to be constructed on the lots).

(iii) Minimum value to lien ratio of at least 3:1 for each series of PID Bonds; such value shall be confirmed by an Appraisal.

The Developer or its Affiliates shall own all property located within the Phase then being assessed prior to the levy of Assessments for such phase.

(iv) The Developer must provide evidence reasonably acceptable to the City of an executed loan document and private equity in an amount sufficient to complete the amenities set forth in Article 1 above

(v) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement and there is no current default under this agreement;

(vi) a site plan including preliminary engineering is approved by City staff for the Public Improvements for the phase for which PID Bonds are being issued; and

(vii) any offsite easements (meaning offsite to the Property) not owned by the Developer that are necessary to construct the Public Improvements in each phase have been acquired by the Developer and dedicated to the City, or dedicated by the City.

(c) In no event shall the Developer be paid or reimbursed for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap.

(d) In no event shall the City issue PID Bonds if the issuance of such PID Bonds is prohibited by Applicable Law.

(e) PID Improvement Area 1 includes Austin Colony Sections 1 & 2. It is the intent of the Parties for Developer to develop Section 1 and for the City to issue the first series of PID Bonds to reimburse Developer for the Public Improvements serving Section 1 and to include monies in the bond issue to fund the construction of a portion of the Public Improvements to serve Section 2. The City will then issue the second set of PID bonds upon the completion of Section 3 to reimburse Developer for the Public Improvements serving Section 3 and include monies for Section 4. The third issuance of PID bonds shall occur upon completion of Section 5 and shall reimburse Developer for Public Improvements required to serve said Section 5.***This section needs support and clarification***.

Section 5.03 Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments on each phase, the Developer and its affiliates shall execute and deliver a "Landowner Consent" for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Brazoria County, Texas. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 5.04 Developer Cash Contribution.

At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account with the Trustee under the applicable Indenture a pro-rata amount of the Developer Cash Contribution. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the Net PID Bonds Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the SAP.

Section 5.05. Transfer of Property. Other than the sale of the Property to the Developer, not withstanding anything to the contrary contained herein, no sale of property within a phase of the PID shall occur prior to the City's levy of Assessments in such Phase of the PID, unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form reasonably acceptable to the City, with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments and Issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

Section 5.06. PID Policy Requirements & PID Enhancement Fund Payment. Developer agrees to comply with all steps, requirements, payments as set out by the City of

Angleton PID Policy. Developer agrees to pay to the City the PID Enhancement Fund as defined in this agreement and as set out in the City of Angleton PID Policy for each phase. At such time as PID Bonds for a particular phase are issued by the City, the PID Enhancement Fund payment will be payable for such phase or phases upon closing and delivery of the net proceeds realized by Developer from the sell of PID Bonds for such phase or phases.

ARTICLE VI

ADDITIONAL TERMS

Section 6.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate thirty (30) years from the date of execution.

Section 6.02 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. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in a form satisfactory to the City, and the City agrees in writing to such assignment, which approval will not be unreasonably delayed, conditioned, or withheld. 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 lot to said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.

Section 6.03 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.

Section 6.04 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 sale of the Property 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.

Section 6.05 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: City of Angleton
Chris Whittaker
City Manager
121 S. Velasco
Angleton, Texas 77515
Attn: City Secretary

Developer: Tejas-Angleton Development, L.L.C.
Attn: Wayne L. (Sandy) Rea, II
1306 Marshall Street
Houston, Texas 77006
Telephone No.: 713-993-6453
Email: waynerea@swbell.net

Section 6.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.

Section 6.07 INDEMNIFICATION. DEVELOPER HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, CONPROPERTYORS, 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 GROSS NEGLIGENCE, INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

. **Section 6.08 Make-Whole Provision**. If the issuance of the PID Bonds in any calendar year precludes the City from issuing bank qualified debt for that calendar year, then the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified. The City's financial advisor shall calculate the PID Bond Fee based on the planned debt issuances for the City in the year in which each series of PID Bonds are issued, and shall notify the Developer of the total amount due prior to the issuance of the applicable series of PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. The PlD Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the applicable series of PID Bonds' are issued are less than the bank

qualification limits then the PID Bond Fee shall be returned to the Developer. If, at the time of the City's notification to the Developer as set forth above, there are additional bonds to be issued by the City in that year that will be issued to accommodate additional developers within the City, the PID Bond Fee shall be shared by all parties in a pro-rata amount based upon the estimated par amounts of each series of bonds issued for the benefit of each, as determined by the City and its financial advisor.

Section 6.09 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.

Section 6.10 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.

Section 6.11 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.

Section 6.12 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.

Section 6.13 The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City.

Section 6.14 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.

Section 6.15 This Agreement is entered solely by and between and may be enforced only by and among the parties hereto. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

Section 6.16 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.

Section 6.17 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.

Section 6.18 This Agreement shall not be assigned by either Party without the express written consent of the other Parties which shall not be unreasonably witheld.

Section 6.19 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.

Section 6.20 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.

Section 6.21 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 not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 6.22 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.

Section 6.23 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.

Section 6.24. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 6.25. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer’s obligations hereunder.

Section 6.26. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 6.27. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 6.28. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 6.29. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 6.30. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments arid the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 6.31. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned

subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code,

and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an lsraeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 6.32. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority- owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas

Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texasgov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit

Section 6.33 This Agreement 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.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

ATTEST

By: _____
Frances Aguilar, City Secretary

Date: _____

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2021, by Jason Perez, Mayor of the City Angleton, Texas.

_____
Notary Public, State of Texas

DEVELOPER

TEJAS-ANGLETON DEVELOPMENT, L.L.C.
a Texas Limited Liability Company

Wayne L. Rea, II
Title: Manager
Date:_____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 2021, by Wayne L. Rea, II, of TEJAS-ANGLETON DEVELOPMENT, L.L.C., a Texas Limited Liability Company, on behalf of said entity.

_____

Notary Public, State of Texas

EXHIBIT “A”

THE PROPERTY

EXHIBIT A

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND TEJAS-ANGLETON DEVELOPMENT, L.L.C.

AUSTIN COLONY

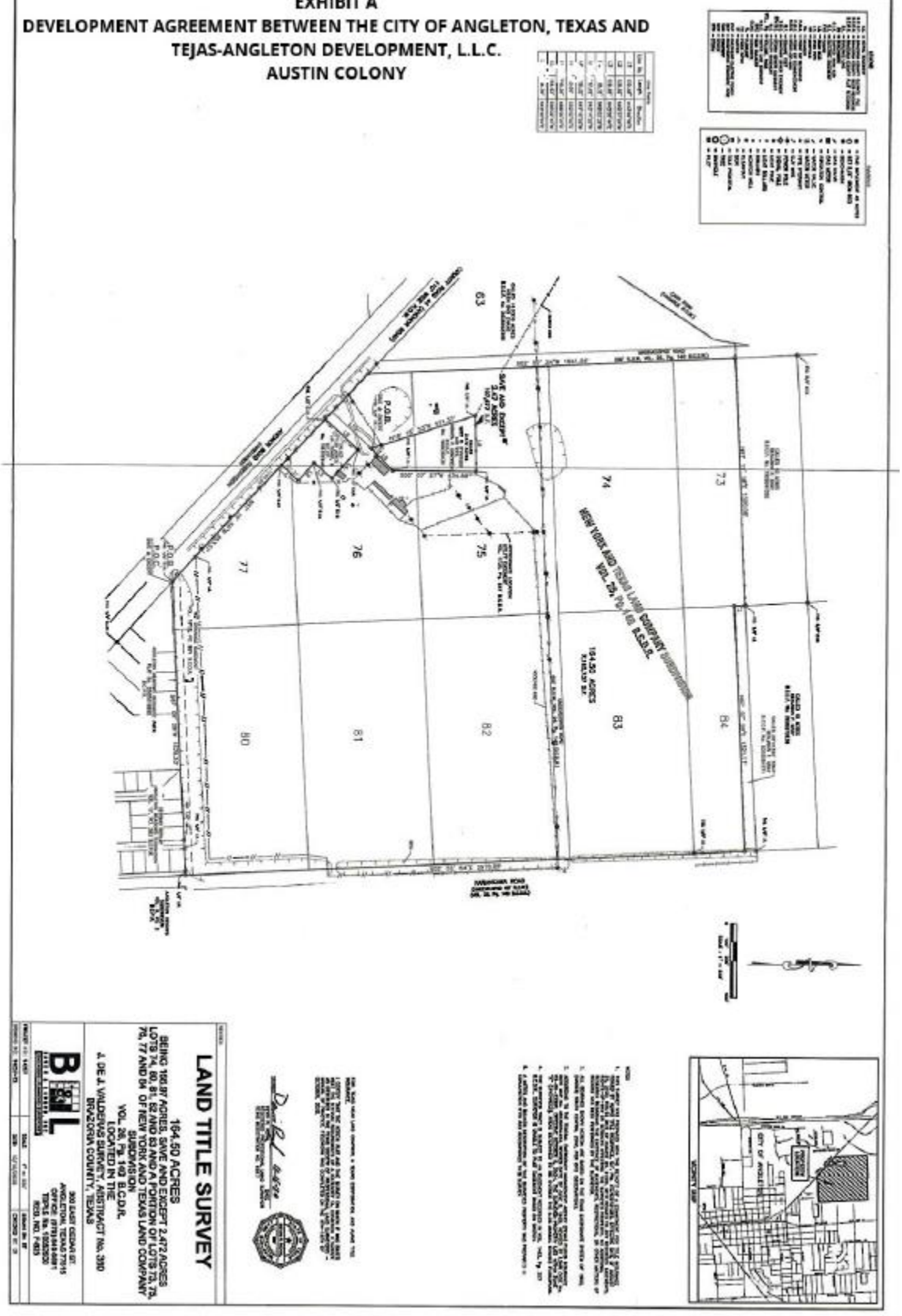


EXHIBIT "B"

LAND PLAN

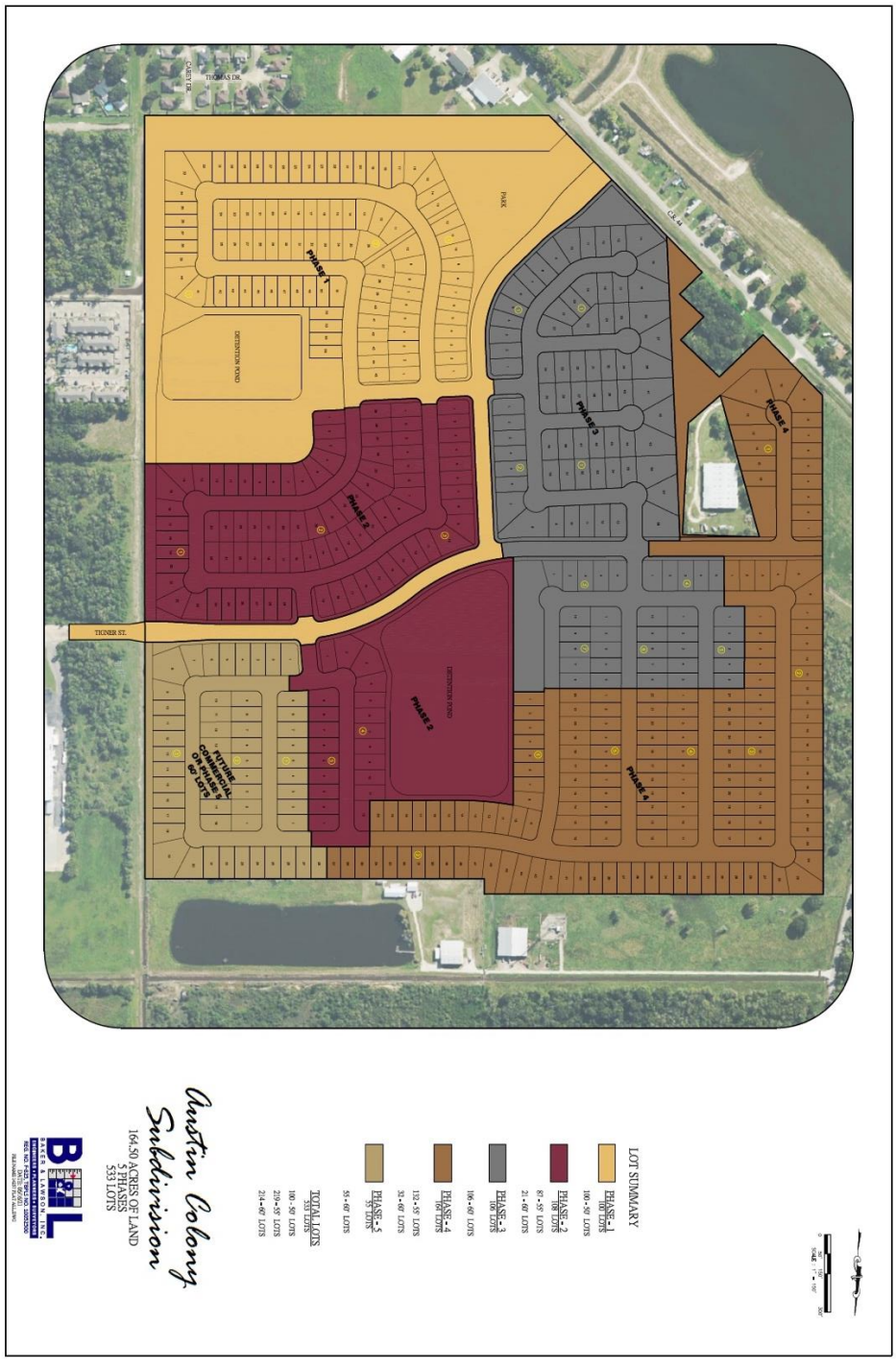


EXHIBIT "C"

CAPACITY ACQUISITION FEE MEMO

Memo

Date:	Friday, March 05, 2021
Project:	Austin Colony Subdivision (Tigner Tract)
To:	Walter Reeves, Director of Development Services
From:	John Peterson, PE, CFM
Subject:	Water and Wastewater Capacity Acquisition Fee

The City of Angleton has coordinated with a Developer for the proposed subdivision at Austin Colony, along Anchor Road (CR 44) to the east of Highway 288. The proposed development consists of 558 single-family residences on approximately 166 acres and is currently planned to be a phased development. Based on this information and using the planning criteria for water demand and sewer loading from the utility master plan, below is the summary of the assumptions, analysis and model results.

Capacity Verification

- Water Demand
  - Average Daily Demand (ADD): 300 gallons per day per connection, 558 x 300 = 167,400 gpd or 116.25 gpm
  - Max Daily Demand (MDD): 1.7 x ADD = 197.63 gpm
  - Peak Hour Demand (PHD): 1.25 x MDD = 247.03 gpm
- Water Model Run
  - There are two existing water mains located in the vicinity of the proposed subdivision (see Exhibit #1). One is a 12" water main that runs along the north side of Anchor Road, that will be required to be extended northwest along CR 44 to and across the property in order to service the subdivision. The second is a 10" water main that runs along the north side of Tigner Road that will also be required to be extended to the west to serve as a second point of connection for the proposed subdivision. It is currently assumed that the proposed development will make connections to both of these water mains in order to create a looped system within the subdivision.
  - **The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the systems are looped together (See Exhibit #2).**
- Wastewater Flows
  - Average Daily Flow (ADF): 255 gallons per day per connection, 558 x 255 = 142,290 gpd or 98.81 gpm
  - Peak Hour Wet Weather Flow (PWF): 4 x ADF = 395.25 gpm
- Wastewater Model Run
  - The existing model was run for PWF scenario, which uses a peaking factor of 4.

- There is an existing 24" sewer main along the western boundary of the proposed subdivision that has available capacity at that location. For the wastewater assessment, it was assumed that the wastewater loading for the subdivision will discharge into the City's collection system near the unimproved western portion of Tigner Street.
- This 24" gravity sewer main continues south and discharges into Lift Station No. 7 (N Kaysie Lift Station).
- The Lift Station No. 7 then pumps wastewater through an 18" force main directly to the Oyster Creek WWTP along Sebesta Road.

Capacity Acquisition Fee:

Please see Appendix A for the calculations for the Capacity Acquisition Fee.

- Water Service
  - The City has adopted a flat fee of $536.70 per ESU for water service throughout the City.

- Wastewater Service
  - Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is 2,871 gpm
    - Percentage utilization of 24" gravity sanitary sewer for Austin Colony is 14% (peak flow)
  - Total Capacity of 36" Sanitary Sewer set at TCEQ minimum slope is 6,348 gpm
    - Percentage utilization of 36" gravity sanitary sewer for Austin Colony is 6% (peak flow)
  - Total Firm Capacity (assumed) of LS No. 7 is 2,380 gpm
    - Based on the assumed capacity of the lift station, the percent utilization of LS No. 7 pumping capacity and 18" force main for Austin Colony is 17% (peak flow)
  - Fee for sewer service is $850.55 per ESU

Therefore, the combined cost per ESU (water and wastewater) will be approximately $1,387.25. The total fee for the projected 558 homes for Austin Colony is approximately $774,085.50. It is noted that any changes in the projected number of ESUs will need to be updated accordingly in the CAF review. Additionally, proposed ESUs for clubhouses or pools were not considered and shall be included accordingly in the total ESU projection for the proposed Austin Colony Subdivision.

ATTACHMENTS

Appendix A – Capacity Acquisition Fee Calculations

Exhibit 1 – Water Model System Map (Before Development – Available Fire Flow and Pressure)

Exhibit 2 – Water Model System Map (After Development – Available Fire Flow and Pressure)

Exhibit 3 – Wastewater System Map (Austin Colony Subdivision Sanitary Sewer Trace)

APPENDIX A - PROPOSED COST PER CONNECTION

Water Plants

Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 300 gpd)
Henderson Water Plant								
1 MG GST	$ 2,000,000	1988	4519	$ 825,992	1	$ 825,992		
750 gpm pumps	$ 51,250	2006	7751	$ 36,304	2	$ 72,608		
850 gpm pumps	$ 51,250	2010	8802	$ 41,227	3	$ 123,680		
Total Henderson Water Plant						$ 1,022,280	3,672,000	$83.52
Chenango Water Plant								
1 MG GST	$ 2,000,000	1953	600	$ 109,669	1	$ 109,669		
850 gpm pumps	$ 51,250	2005	7446	$ 34,875	3	$ 104,626		
Total Chenango Water Plant						$ 214,296	3,672,000	$17.51
Jamison Water Plant								
450k GST	$ 987,500	2009	8570	$ 773,430	1	$ 773,430		
850 gpm pumps	$ 51,250	2015	10035	$ 47,002	3	$ 141,005		
10k Hydro Tanks	$ 77,500	2009	8570	$ 60,700	2	$ 121,399		
Total Jamison Water Plant						$ 1,035,835	3,672,000	$84.63
Water Well #11	$ 1,062,500	1985	4195	$ 407,347	1	$ 407,347	1,224,000	$99.84
Asset Name	**Current Construction Cost Estimate**	**Year Constructed**	**ENR Value for Construction Year**	**[1] Estimated Construction Cost in Year of Construction**	**Number of Assets**	**Total Estimated Construction Cost**	**Production (gpd)**	**Cost per ESU (1 ESU = 200 gpd)**
Northside EST	$ 2,000,000	1961	847	$ 154,816	1	$ 154,816	500,000	$61.93
Southside EST	$ 2,000,000	1977	2576	$ 470,846	1	$ 470,846	500,000	$188.34
						[1] Total Cost Per Connection for Water Purchased From Brazosport Water Authority (BWA)		$0.94
						[2] Total Estimated Cost Per Water Connection		$536.70

Wastewater Plants

Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	[1] Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 155 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	$ 16,000,000	1980	3237	$ 10,163,265	1	$ 10,163,265	1,600,000	$ 719.90

Wastewater Infrastructure

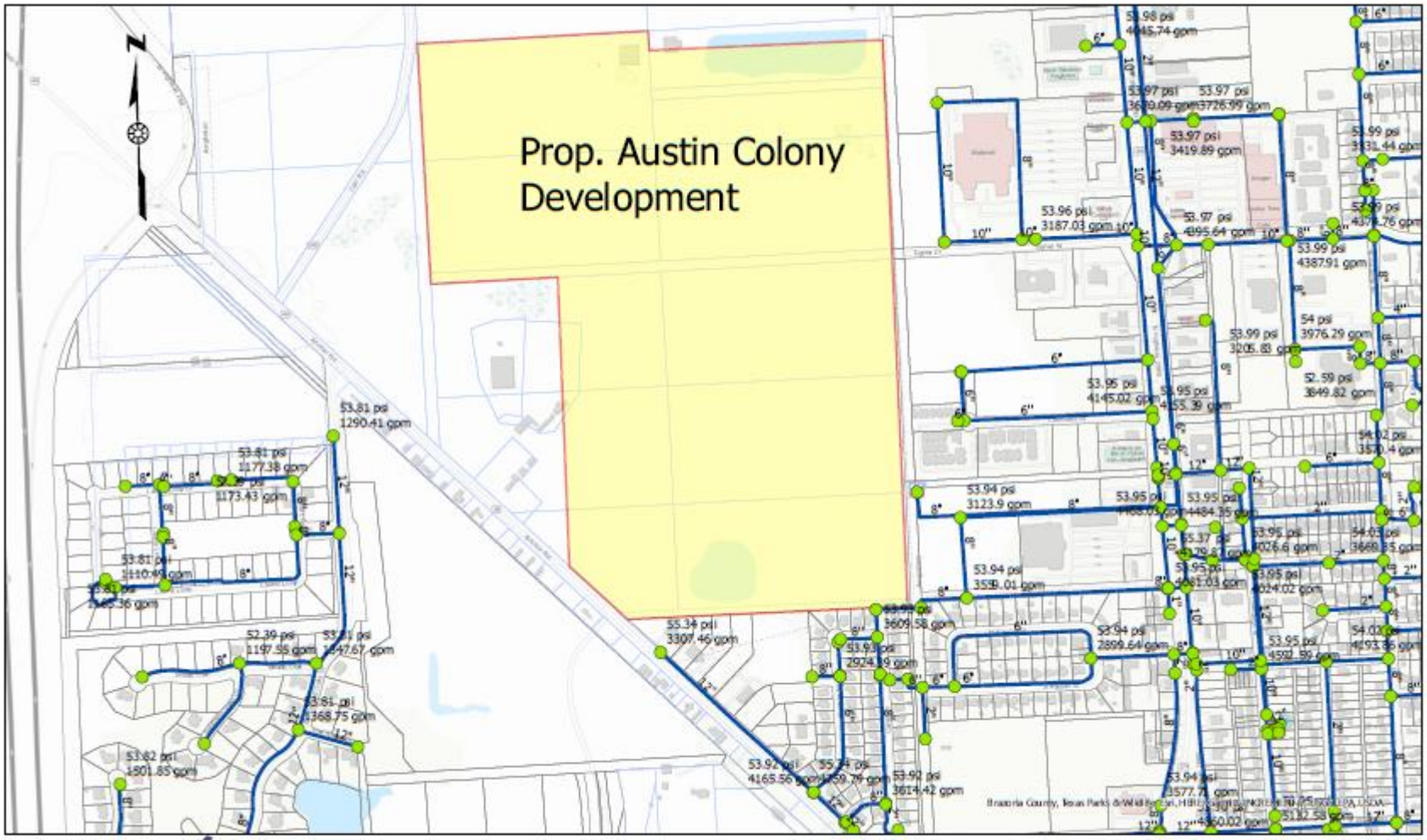
Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	[1] Estimated Construction Cost in Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 155 gpd)
Gravity Sewer								
24" Main (2,740 feet)	$ 755,500	1970	1381	$ 90,754	14%	$ 12,495		$ 22.39
36" Main (390 feet)	$ 165,750	1970	1381	$ 19,963	6%	$ 1,243		$ 2.23
Total Gravity Sewer						$ 13,738		$ 24.62
Force Main								
18" Force Main (12,300 feet)	$ 1,807,900	1970	1381	$ 217,749	17%	$ 36,162	558	$ 64.81
Total Force Main						$ 36,162		$ 64.81
Lift Station								
No. 7	$ 1,150,000	1970	1381	$ 138,510	17%	$ 23,002		$ 41.22
Total Lift Station						$ 23,002		$ 41.22
Total Wastewater Infrastructure						$ 72,902		$ 130.65

Total Estimated Cost Per Wastewater Connection	$850.55

[1] The City purchases approximately 1.8 MGD from BWA which is provided at a rate of $3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately $0.94.

[2] The cost shown is the adopted flat fee per ESU for water service.

[3] The cost shown is taken by dividing the current construction cost estimate by the 2020 ENR Value of 11466.

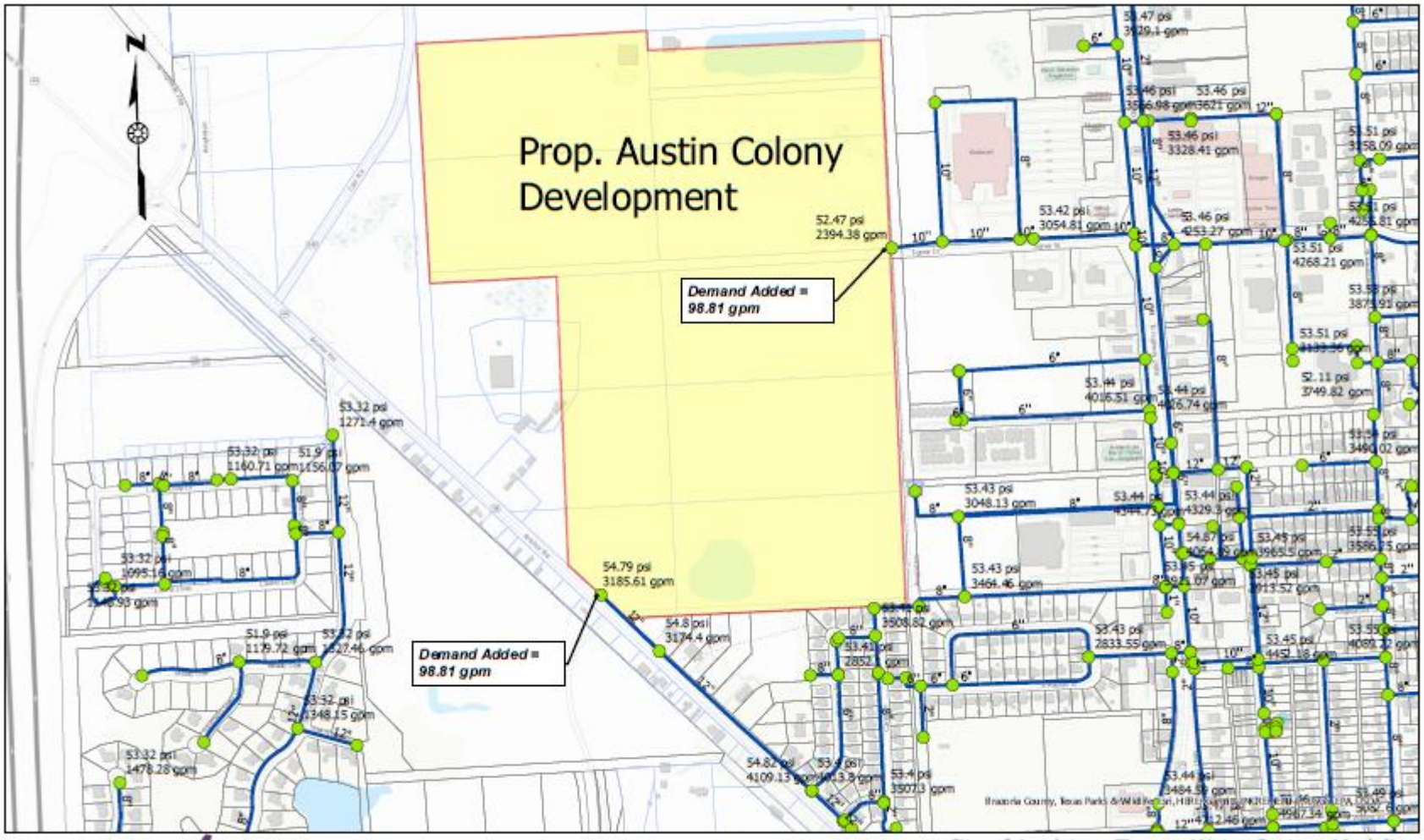


FDR THE HEART OF BRAZORIA COUNTY ANGLETON

1 inch equals 500 feet
0 250 500 1,000 Feet

City of Angleton, Texas - Water System Modeling
Austin Colony Development - Existing System Pressure and Available Fire Flow

4 of 6



HDR THE HEART OF BRAZORIA COUNTY ANGLETON

1 inch equals 500 feet
0 250 500 1,000 Feet

City of Angleton, Texas - Water System Modeling
Austin Colony Development - Proposed System Pressure and Available Fire Flow
Demand Factor = 1.70 (Max. Daily)

5 of 6

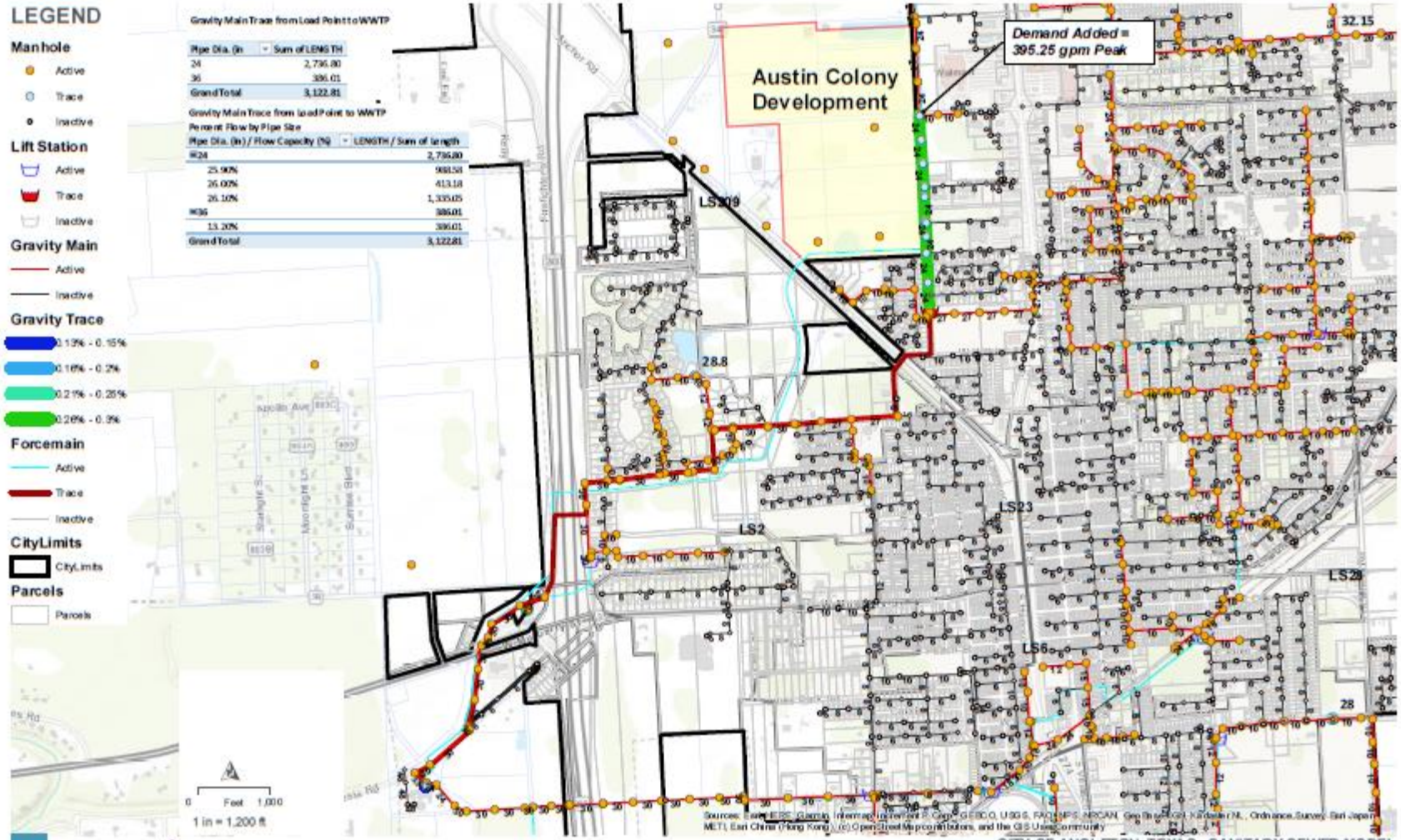

LEGEND
Manhole
Active
Trace
Inactive
Lift Station
Active
Trace
Inactive
Gravity Main
Active
Inactive
Gravity Trace
0.13% - 0.15%
0.16% - 0.2%
0.21% - 0.25%
0.26% - 0.3%
Forcemain
Active
Trace
Inactive
CityLimits
CityLimits
Parcels
Parcels
Gravity Main Trace from Load Point to WWTP
Pipe Dia. (in Sum of LENGTH
24 2,736.80
36 386.01
Grand Total 3,122.81
Gravity Main Trace from Load Point to WWTP
Percent Flow by Pipe Size
Pipe Dia. (in) / Flow Capacity (%) LENGTH / Sum of length
#24 2,736.80
25.90% 988.58
26.00% 413.18
26.10% 1,335.05
#36 386.01
13.20% 386.01
Grand Total 3,122.81
Demand Added =
395.25 gpm Peak
Austin Colony
Development
32.15
LS309
28.8
LS23
LS2
LS29
LS6
28
0 Feet 1,000
1 in = 1,200 ft
CITY OF ANGLETON, TEXAS - SANITARY SEWER MODEL
AUSTIN COLONY DEVELOPMENT - SEWER TRACE AND FLOW CAPACITY

EXHIBIT "D-1"

PID PETITION

PETITION FOR CREATION OF

AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF ANGLETON, TEXAS:

COMES NOW Leah Tigner, as Independent Executrix of the Estate of John Hughes Tigner, III, Deceased, and Williams Marshall Tigner, II and Tiffany Aleece Tigner Schlensker with a reservation of Life Estate of Williams Marshall Tigner, ("Owners"), the owners of a parcel or parcels of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the "Act"), who hereby petition the City of Angleton, Texas ("City"), to conduct a hearing on this Petition and to create a Public Improvement District pursuant to Chapter 372, Texas Local Government Code, as amended, to be known as "Austin's Colony Public Improvement District" (the "District"). In support of same, Owners would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit "A" attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (the "Improvements") are: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of expenses incurred in the establishment, administration, and operation of the District, including the costs of financing the public improvements listed above.

III.

The estimated total cost of the proposed Improvements is $30,000,000.00.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the cost of the proposed Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Improvements. Any remaining costs of the proposed Improvements will be paid from sources other than assessment of the property within the District.

VI.

The management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request the establishment of the District.

VIII.

It is proposed that an advisory body not be established to develop and recommend an improvement plan to the governing body of the City.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Angleton, Texas.

XI.

This Petition may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will collectively constitute one Petition.

EXHIBIT A

PETITION FOR CREATION OF

AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Thomas H. Journeay and Elizabeth Journeay under Brazoria County Clerk's File (B.C.C.F.) No. 2014047617; Said 164.50 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):

Overall 166.97 acre tract:

BEGINNING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of Williams M. Tigner, II under B.C.C.F. No. 2019055977, for an angle point of the herein described tract;

THENCE, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;

2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;

3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;

4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;

THENCE, with the northwest line of said 1.50 acre tract, South 43 degrees 14 minutes 22 seconds West, at a distance of 235.10 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 237.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the northeast R.O.W. line of said Anchor Road, at the west corner of said 1.50 acre tract, for an angle point;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 329.32 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of an undeveloped road (sixty feet wide per Vol. 26, Page 140 B.C.D.R.) on the west line of said Lot 76, for the southwest corner of the herein described tract;

THENCE, with the east line of said undeveloped road and the west lines of said Lots 76, 75, 74 and 73, North 02 degrees 57 minutes 24 seconds West, a distance of 1,941.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 1999047350, for the northwest corner of the herein described tract;

THENCE, with the south line of said 10 acre tract, North 87 degrees 11 minutes 18 seconds East, a distance of 1,320.08 feet to a 5/8-inch iron rod found at southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2006070636, at the southeast corner of said 10 acre tract recorded in B.C.C.F. No. 1999047350, fort the northwest corner of a 60' X 1,320' strip recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2003054771, for an angle point;

THENCE, with the west line of said a 60' X 1,320' strip, South 02 degrees 52 minutes 02 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set a the southwest corner of said a 60' X 1,320' strip, for an interior corner of the herein described tract;

THENCE, with the south line of said a 60' X 1,320' strip, North 87 degrees 07 minutes 58 seconds East, a distance of 1,321.11 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of Karankawa Road (undeveloped sixty feet wide per Vol. 26, page 140 B.C.D.R.), at the southeast corner of said a 60' X 1,320' strip, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said Karankawa Road, being the east line of Lots 84, 83, 82, 81 and 80, South 02 degrees 52 minutes 54 seconds East, a distance of 2,970.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a twenty-foot drainage easement dedicated by the Second Replat of Angleton Meadows Subdivision recorded under Vol. 17, Page 263 of the B.C.P.R., for the southeast corner of said Lot 80 and the herein described tract;

THENCE, with the north line of said Angleton Meadows Subdivision and Angleton Meadows Business Park, and the south lines of said Lots 80 and 77, South 87 degrees 09 minutes 29 seconds West, a distance of 1,575.33 feet to the **POINT OF BEGINNING** and containing 166.97 acres of land.

SAVE AND EXCEPT 2.47 ACRES:

COMMENCING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;

2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;

3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;

4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;

5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

EXHIBIT "D-2

RESOLUTION CREATING THE PID

SUGGESTED THE 8/24/21 RESOLUTION BE ATTACHED INSTEAD

MINUTES AND CERTIFICATION FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

I, the undersigned City Secretary of the City of Angleton, Texas (the "City"), do hereby certify as follows:

1. The City Council for the City convened in regular meeting on the ____ day of ____, 2021 in the regular meeting place of the City Council at _____, Angleton, Texas, and the roll was called of the duly constituted officials and members of said Council, to wit:

Mayor
Mayor Pro-Tem
Councilmember
Councilmember
Councilmember
Councilmember

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

A RESOLUTION OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING AND CREATING AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: ___
NOES: ___
ABSTENTIONS: ___

2. That a true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting; and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place, and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED on the_____ day of _____, 2021.

_____
_____, City Secretary
Angleton, Texas

(Seal)

CITY OF ANGLETON, TEXAS
RESOLUTION NO. _____
SEE COMMENT ABOVE REGARDING 8/24/21 RESOLUTION

WHEREAS, the City of Angleton, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its corporate limits or extraterritorial jurisdiction;

WHEREAS, on _____, _____ (the "Owner"), submitted and filed with the City Secretary of the City of Angleton, Texas, a petition (the "Petition"), requesting the establishment of a public improvement district to include the Property (hereinafter defined), owned by the Owner and to be known as "Austin's Colony Public Improvement District" (the "District");

WHEREAS, the City Council of the City (the "City Council"), has investigated and determined that the facts contained in the Petition are true and correct;

WHEREAS, the District will include the approximately __ acres owned by the Owner and currently located wholly within the corporate limits of the City (the "Property"), and more particularly described and depicted on **Exhibit A**;

WHEREAS, after providing all notices required by the Act, the City Council, on _____conducted a public hearing on the advisability of the improvements and services; and

WHEREAS, the City Council adjourned and closed the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

Section 2. The Petition submitted to the City by the Owner was filed with the City Secretary and complies with Subchapter A of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006 and 372.009, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on _____, hereby finds and declares:

(a) Advisability of the Proposed improvements. It is advisable to create the District to provide the Authorized Improvements (hereinafter defined). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by the

Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i)-(viii) above, including costs of establishing, administering and operating the District (including on-going maintenance) (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

(c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements is $30,000,000.00.

(d) Boundaries of Proposed District The boundaries of the District shall contain the Property.

(e) Proposed Method of Assessments. The City shall levy assessments within the District in a manner that will result in each parcel paying its fair share of the costs of the Authorized Improvements provided with the assessments based on the special benefits received by the property from the Authorized Improvements and property equally situated paying equal shares of the costs of the Authorized Improvements.

(f) Apportionment of Cost Between the District and the City. The City shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds.

(g) Management of the District. The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) Advisory Board. The District shall be managed without the creation of an advisory body.

Section 4. The District is hereby authorized and created as a Public Improvement District under the Act in accordance with the finding as to the advisability of the Authorized Improvements contained in this Resolution and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the _____, a newspaper of general circulation in Brazoria County, Texas. Effective upon the publication of such notice, such authorization shall take effect and the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED on this _____ day of _____, _____.

_____
Mayor
City of Angleton, Texas

ATTEST:

_____
City Secretary
City of Angleton, Texas

EXHIBIT “A”

PROPERTY DESCRIPTION

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Thomas H. Journeay and Elizabeth Journeay under Brazoria County Clerk's File (B.C.C.F.) No. 2014047617; Said 164.50 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):

Overall 166.97 acre tract:

BEGINNING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of Williams M. Tigner, II under B.C.C.F. No. 2019055977, for an angle point of the herein described tract;

THENCE, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;

2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;

3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;

4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;

SAVE AND EXCEPT 2.47 ACRES:

COMMENCING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;

2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;

3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;

4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;

5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

EXHIBIT "D-3"

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITH PID FUNDS
What about Appendix A----Need to have something here not just refer to SAP

The Public Improvements and costs are estimates and final Public Improvements and costs shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.