AUSTIN COLONY

DEVELOPMENT AGREEMENT

BETWEEN

TEJAS-ANGLETON DEVELOPMENT, L.L.C.

AND

THE CITY OF ANGLETON, TEXAS

Dated: _____, 2022

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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 7 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 7 for commercial/retail development within six (6) years from the date of issuance of the first building permit in the project; 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, 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:

"Affiliates" means any other person directly controlling, directly controlled by, or under direct common control with the Developer. As used in this definition, the term "control," "controlling," or "controlled by" shall mean the possession, directly, of the power either to (a) vote

fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

"Appraisal" means an appraisal of the property to be assessed in the PID by a licensed Member Appraisal Institute (MAI) Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., "as-complete") and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

"Assessed Property" means any lot or parcel within the PID against which an Assessment is levied.

"Assessment Ordinance" means one or more of the City's ordinances approving a Service and Assessment Plan and levying Assessments on the benefitted Property within each Section of the PID.

"Assessments" means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

"Assessment Revenues" means the revenues received by the City from the Assessments levied within each Section of the PID.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City, or any national holiday observed by the City.

"City" means the City of Angleton, Texas.

"City Regulations" mean provisions of the City's Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including zoning and the Development Ordinances.

"City Representative" means the City Manager or their designee.

"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.

"Effective Date" means June 14, 2022.

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

"Construction Agreements" mean the contracts for the construction of the Public Improvements.

"Cost Overruns" means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

"Cost Underruns" means Public Improvement Project Costs that are less than the budgeted cost set forth in the Service and Assessment Plans.

"Development Ordinances" means those regulations, policies, procedures and ordinances adopted by the City that are applicable to the Property, including Chapter 23 *Land Development Code* ("LDC"), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and including any future amendments or changes.

"Developer" means Tejas-Angleton Development L.L.C., a Texas limited liability company, and its successors and permitted assigns.

"Developer Cash Contribution" means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements for each series of PID Bonds, as set forth in the Service and Assessment Plan.

"Development" means that single-family residential development consisting of approximately 164.5 acres to be developed and constructed on the Property pursuant to the Development Ordinances, Development Standards and City Regulations.

"Development Standards" means those standards of the City set forth in Development Ordinances.

"Final Lot Value" means the developed lot values established by an Appraisal.

"Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) pandemics (only to the extent residential construction is halted or prohibited by order of a Governmental Authority), wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or

brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as such shortages are related to a shutdown or other order by a Governmental Authority; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

"Improvement Area A" consists of Section 1, Section 1A and Section 2 of the Development.

"Improvement Area B" consists of Section 3 and Section 4,

"Improvement Area C" consists of Section 5, Section 6 and Section 7 of the Development.

"Improvement Area A Public Improvement Financing Date" means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 1, 1A and 2 of the Property, or (ii) levies an Assessment on Sections 1, 1A and 2 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1, 2023 which date may be extended by written agreement of the Developer and the City.

"Improvement Area B Public Improvement Financing Date" means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 3 and 4 of the Property, or (ii) levies an Assessment on Sections 3 and 4 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1, 2025 which date may be extended by written agreement of the Developer and the City.

Improvement Area C Public Improvement Financing Date" means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 5,6, and 7 of the Property, or (ii) levies an Assessment on Sections 5,6, and 7 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1 2027 which date may be extended by written agreement of the Developer and the City.

"Net Bond Proceeds" means the proceeds of the PID Bonds issued pursuant to Section 1.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund for such PID Bonds.

"Parties" or "Party" means the City and the Developer as parties to this Agreement.

"Payment Certificate" means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit G.

"Section" means a Section of development of the Property. The Development will consist of eight (8) Sections.

"Phasing Plan" means that plan for the development of the Property in Sections as set forth in Exhibit B.

"Section 1" means the first Section of development in Improvement Area A of the PID, consisting of 100 single family lots, as depicted on the Land Plan.

Section 1A means the Section of development in Improvement Area A of the PID that consists of 53 single family lots, as depicted on the Land Plan.

"Section 2" means the second Section of development in Improvement Area B of the PID, consisting of 55 single family lots, as depicted on the Land Plan.

"Section 3" means the third Section of development in Improvement Area B of the PID, consisting of 111 single family lots, as depicted on the Land Plan.

"Section 4" means the third Section of development in Improvement Area B of the PID, consisting of 66 single family lots, as depicted on the Land Plan.

"Section 5" means the third Section of development in Improvement Area B of the PID, consisting of 85 single family lots, as depicted on the Land Plan.

"Section "6" means the third Section of development in the PID, consisting of approximately 16 single family lots, as depicted on the Land Plan.

"Section 7" means the third Section of development in the PID, consisting of approximately 54 single family lots or of commercial development, as depicted on the Land Plan or as allowed by City Regulations.

"Parties" or "Party" means the City and the Developer as parties to this Agreement.

"Public Improvement Completion Date" means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements for each Section.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the payment and/or reimbursement of the Public Improvement Project Costs, including bonds issued to fund construction of the Public Improvements, and, if any, issued to reimburse the Developer for a portion of the costs of the Public Improvements, not previously funded with bond proceeds.

"PID" means the Austin Colony (PID No. 5) Public Improvement District created by the City Council pursuant to Resolution No. 20210824-024.

"Plans and Specifications" means the plans and specifications for Public Improvements approved by the City.

"Private Improvements" means those horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in each Section to get to a Final Lot Value.

"Project Fund" means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

"Property" means approximately 164.5 acres of real property located within the City described in Exhibit A.

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

"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.

"Public Improvement Project Costs" means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit E, as may be amended pursuant to this Agreement, such costs to be eligible "project costs," as defined in the PID Act.

"Public Improvements" means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit E.

"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.

"Reimbursement Cap" means the total amount of reimbursement or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than $31,250,000.

"Service and Assessment Plan" or "SAP" means the service and assessment plans 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 within the PID and

sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment

ARTICLE I

PUBLIC IMPROVEMENT DISTRICT

Section 1.01. Creation.

The Developer has submitted a petition to the City to create a PID; 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. Such petition also allows for the City's levy of Assessments for maintenance purposes and for administration of the PID. Having accepted the petition, the City held a public hearing to consider the creation of the PID in accordance with the PID Act and approved and adopted Resolution No. 20210824-024 creating the Austin Colony Public Improvement District. Developer is required to pay a mandatory PID Professional Service Fee in the amount of $50,000 from which professional services incurred necessary for PID creation and assessment levy will be deducted. If such amount is depleted due to professional fees incurred by the City, an additional amount may be required by the City before additional work is performed as described in this Agreement.

Section 1.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, 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) up to an aggregate principal amount of $31,250,000 to pay for, 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 E, which may be amended from time to time upon approval of the City Representative, and in the Service and Assessment Plan for the PID or any updates thereto. The PID Bond Proceeds from the sale of each series of PID Bonds will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary governmental action by the City Council and subject to its ongoing discretion and decision 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, if any, and perform its obligations hereunder.

(b) The Developer shall complete all Public Improvements within each Section in the PID and such Public Improvements shall be completed by the applicable 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 $31,250,000.

(ii) The maximum "tax equivalent rate" for the projected annual assessment for each Section shall be no greater than $0.7073 per $100 of assessed value at the time of the levy of the Assessment on each Section based on the Estimated Build Out Value of each parcel; such rate limit for each Section is determined at the time of the levy of the Assessments applies on an individual Assessed Property basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan.

(iii) the total assessment value to lien ratio is at least 3:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for each Section is at least 3:1 at the time of the issuance of PID Bonds for each Section; such values shall be confirmed by Appraisal from licensed MAI appraiser.

(iv) The Developer or its Affiliates shall own all property within a Section of the PID prior to the levy of Assessments for such Section unless the purchaser of such property has executed an agreement or consent with the City agreeing to such Assessments pursuant to Section 1.05 herein.

(v) Fully Developed and Completed Lots have been delivered or the Developer must provide evidence reasonably acceptable to the City or an executed loan document or private equity, or both, in an amount sufficient to complete any Private Improvements necessary to achieve Fully Developed and Improved Lots.

(vi) no Event of Default by the Developer has occurred and remains uncured 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;

(vii) the Public Improvements for the applicable Section for which the PID Bonds are being issued must have reached Completion of Construction by the Public Improvement Completion Date and have been accepted by the City;

(viii) The amenities described in Section 2.02 and in Exhibit J within the Section for which PID Bonds are being issued must have begun Commencement of Construction.;

(e) 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; and

(f) In no event shall the City issue PID Bonds if the issuance of such PID Bonds is prohibited by Applicable Law or an election is required by Applicable Law.

Section 1.03. 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 Section, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit F for all land owned or controlled by Developer or its Affiliates within such Section, 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. 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 1.04. 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 or reimburse 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 Bond Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the SAP.

Section 1.05. Transfer of Property. The Developer shall not sell property within a Section of the PID prior to the City's levy of Assessments in such Section 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 and its counsel 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. For a transfer of land by the Developer prior to the levy of Assessments, the City shall require consent of each of the owners of Assessed Property to the levy of Assessments on each property and to the creation of the PID. 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 owner of Assessed Property 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.

ARTICLE II
DEVELOPMENT REQUIREMENTS

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

(i) No more than 540 single family homes;

(ii) Commercial development as allowed by City Regulations.

(iii) Amenities attached as Exhibit J as may be amended or modified if approved by the City.

(b) 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, the Concept Plan, approved Land Plan, the Development Standards and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

Section 2.03. Permitted Uses. The Project shall be limited to the development of single-family dwellings and commercial or retail uses permitted in the Commercial-Office/Retail zoning district pursuant to the "use chart" in Section 28-81.(b).

Section 2.04. 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 2.05. 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
1A		53		53
2		34	21	55
3		12	99	111
4		65		65
5		55	30	85
6			16	16
7			55	55
Lot Size Total	100	219	221	540
Size %	18.5%	40.5%	41%	100%

Section 2.06. 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 2.07. Fees. After the City Council approval of the Final Plat for each Section, recording of such Final Plat shall not occur until the following are completed, accepted and approved by the City:

(a) Payment of the Capacity Acquisition Fees as set forth in Section 2.19 and 2.21.

(b) Payment of Park Fee as set forth in Section 2.20.

(c) Acceptance of the Public Improvements.

Section 2.08. Playground**.** A playground behind the entry monument shall include playground equipment.

Section 2.09. Construction of Tigner Street. Tigner Street shall be constructed a minimum of 24 feet wide in each direction with a 6 foot wide median, concrete pavement with curb, gutter and sidewalk on both sides of the street, and turn lanes, from the existing end of pavement of Tigner Street behind Walmart to the western property line of property. Construction of Tigner Street shall be completed as part of Sections 1A, 2 and 3. Plans for the construction of Tigner Street shall be submitted and approved as part of the subdivision process for Sections 1A, 2 and 3.

Section 2.10. Construction of Austin Colony Boulevard. Austin Colony Boulevard shall be constructed a minimum of 28 feet wide, concrete pavement with curb, gutter and sidewalk from CR 44 to its intersection with Tigner Street. Construction of Austin Colony Boulevard shall be completed as part of Sections 1 and 2. A divided entry shall be constructed as part of Section 1 from County Road 44 and shall have a left turn lane at the entry of Section 1 and Section 3. A left turn lane shall be provided to Tigner Street as part of the Section 2 construction. plans for the

construction of Austin Colony Boulevard shall be submitted and approved as part of the subdivision process for Sections 1 and 2.

Section 2.11. Section 1**.** Section 1 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. A site plan for the playground and playground equipment shall be reviewed and approved by the Parks and Recreation Director prior to issuance of any building permits in Section 1.

(b) a playground with playground equipment.

(c) A dry retention pond will be graded and planted for recreation.

(d) 100 single-family residential lots – 50' x 120' (6,000 sq.ft.).

(e) 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 Tigner Street to be developed in Section 1A. The Developer will fund the Escrow Agreement in an amount equal to six hundred fifty thousand dollars ($650,000) in cash prior to the issuance by the City of any residential building permit in Section 1. The Escrow Agreement shall provide that such funds may be drawn by Developer every thirty (30) days to reimburse Developer for complete portions of Tigner Street, including utilities. The Developer must submit documentation of the expenditures of costs for Tigner Street to the City's reasonable satisfaction.

Section 2.12. Section 1A. Section 1A to be developed and platted as 53 single family residential lots having a minimum size of 55' x 120' (6,600 sq. ft) as depicted on the Land Plan.

Section 2.13. Section 2. Section 2 to be developed and platted as 34 single family residential lots having a minimum size of 55' x 120' and 21 single family residential lots having a minimum size of 60' x 120' as respectively depicted on the Land Plan. The detention pond which commenced construction in Section 1 will reach Completion of Construction no later than the date the Section 2 Public Improvement Completion Date;

Section 2.14. Section 3. as 12 single family residential lots having a minimum size of 55' X 120' (6,600 sq. ft.) and 99 single family residential lots having a minimum size of 60' X 120' (7,200 sq. ft.) as respectively depicted on the Land Plan, and including:

(a) Retention capacity for Section 3 is included in the Section 1 and 2 retention pond.

Section 2.15. Section 4. Section 4 to be developed and platted as 65 single family residential lots having a minimum size of 55' x 120' (6,600 sq. ft.) as depicted on the Land Plan.

Section 2.16. Section 5. Section 5 to be developed and platted as 55 single family residential lots having a minimum size of 55' X 120' (6,600 sq. ft.) and 30 single family residential lots having a minimum size of 60' X 120' (7,200 sq. ft.) as depicted respectively on the Land Plan.

Section 2.17. Section 6. Section 6 to be developed and platted as 16 single family residential lots having a minimum size of 60' X 120' (7,200 sq. ft.) as depicted on the Land Plan.

Section 2.18. Section 7. Section 7 to be developed shall be developed in compliance with Section 28 – 58 Commercial - Office/Retail district of the Code of Ordinances of the City of Angleton, and the City Regulations, as depicted on the Land Plan. Section 7 shall be set aside, listed, and advertised for commercial development immediately upon execution of this Agreement. Beginning a minimum of seventy-two months (72) after the issuance of the first building permit within the Property, if the property in Section 7 has not sold for commercial development within the seventy-two months, Section 7 may be developed as 55 single-family residential lots having a minimum size of 60' x 120' (7,200 sq. ft.) as depicted in the Land Plan, subject to the City Regulations.

Section 2.19. 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 and all City Regulations. 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 2.20. Fees-in-Lieu. The Developer agrees to pay a City fee in lieu of dedication of park acres in the amount of Five Hundred and Seventy-Five Dollars ($575.00) per lot. The fee for each Section 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 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**	**Park Fee- In- Lieu**
1	100	$57,500.00
1A	53	$30,475.00
2	55	$31,625.00
3	111	$63,825.00
4	65	$37,375.00
5	85	$48,875.00
6	16	$9,200.00
7	55	$31,625.00
TOTAL	**540**	$310,500.00

Section 2.21. Sewer CAF. Developer agrees to pay a Sewer CAF. The Sewer CAF is Eight Hundred Fifty and 55/100 dollars ($850.55) 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	$85,055.00
1A	53	$45,079.15
2	55	$46,780.25
3	111	$94,411.05
4	65	$55,285.75
5	85	$72,296.75
6	16	$13,608.80
7	55	$46,780.25
TOTAL	**540**	$459,297.00

Section 2.22. 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	$53,670.00
1A	53	$28,445.10
2	55	$29,518.50
3	111	$59,573.70
4	65	$34,885.50
5	85	$45,619.50
6	16	$8,587.20
7	55	$29,518.50
TOTAL	**540**	$289,818.00

Section 2.23. 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 Section shall be installed prior to the occupancy of each residence in that Section.

Section 2.24. Conduit. Developer agrees to install in Sections and provide conduit for the installation of fiber internet in the entire Project, such conduit to be installed in each Section no later than the Public Improvement Completion date for each Section.

Section 2.25. 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 2.26. Property Acquisition. The Parties acknowledge that, if required, the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's consent prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements.

Section 2.27. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 2.28. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of Plans and Specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 2.29. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 2.30. Impact Fees. All Impact Fees, if any, associated with the Development shall be paid pursuant to the City Regulations.

ARTICLE III

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 3.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obtain or obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses, or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection, and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and

all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and one-year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the "all bills paid" affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors that construct the Public Improvements to provide payment, performance and one-year maintenance bonds in forms satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company's authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights necessary for the construction, operation, and maintenance of the road, water, drainage, gas and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 3.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer's engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

CITY OF ANGLETON, TEXAS ("CITY") SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST

ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT

Section 3.03. The Developer or its designee (which shall be the Developer's Engineer) shall administer the contracts. The Public Improvement Project Costs, which are estimated in Exhibit E, shall be paid by the Developer or caused to be paid by the Developer, or from the proceeds of PID Bonds and/or the Developer Cash Contribution in accordance with the Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) Business Days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) Business Days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on

compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

(ii) Each Construction Agreement shall provide that the contractor is an independent contractor, independent of and not the agent of the City and that the contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor. The wording of such indemnity must be reviewed and approved by the City Attorney.

(b) City's Role. The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or funding described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 3.04. Project Scope Verification. The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 3.05. Joint Cooperation; Access for Planning and Development. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer, and other design professionals to attend City meetings if requested by the City.

Section 3.06. City Not Responsible. By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and

Specifications, including the site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications. The Developer shall not, however, be liable for any claims arising out of the operation and maintenance of the Public Improvements during the period within which the City operates and maintains the Public Improvements.

Section 3.07. Construction Standards and Inspection. The Public Improvements will be installed within the public rights-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, among the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed, the City Regulations shall control.

Section 3.08. Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 3.09. Public Improvement Constructed on City Land or the Property. If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement (pending acquisition and acceptance) to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply. The grant of any easements to the City must be in a form reasonably acceptable to the City Attorney.

Section 3.10. Additional Requirements. In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) The Developer or such person selected by and contracting with the Developer for the construction of the Public Improvements shall provide the City with a copy of any written construction schedule outlining the major items of work of each major construction contractor relating to the Public Improvements, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the Project, and shall provide the City with copies of any written construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soil, construction, and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation, or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct reasonable pre-final and final inspections of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 3.11. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit E, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer must make a Developer Cash Contribution at the time of each PID Bond issuance such that the net proceeds of each series of PID Bonds plus the Developer Cash Contribution, is sufficient to fund the Public Improvement Project Costs for which the PID Bonds are being issued.

Section 3.12. City Police Powers. The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 3.13. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from

any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 3.14. City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement, or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 3.15. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its general contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 2.29, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after the expiration of ten (10) Business Days after notice is given by the City (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 3.16. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid

requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 3.17. 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 HOA shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that HOA 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.

(c) Covenants, conditions and restrictions for the HOA must be filed in each Section and the HOA Maintenance Agreement must be approved and executed before any Assessments are levied by the City on the Property.

ARTICLE IV

TERMINATION EVENTS

Section 4.01. Developer Termination Events.

(a) The Developer may terminate this Agreement as to a Section of Development if the City does not levy Assessments and enter into a Reimbursement Agreement pursuant to Section 8.04 for such Section of the Development.

(b) The Developer may terminate this Agreement if it does not close on all of the Property by the earlier of (i) December 31, 2022 or (ii) the date on which the City levies Assessments on the Property.

Section 4.02. City Termination Events.

(a) The City may terminate this Agreement for each Section if the City determines not to levy Assessments and enter into a Reimbursement Agreement for such Section of the Development by the applicable Section Public Financing Deadline.

(b) The City may terminate this Agreement and any Reimbursement Agreement with respect to the applicable Section and any remaining Section, upon an uncured Event of Default by the Developer pursuant to Article VIII herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements (private water, sewer and road improvements) within the first Section of the Development necessary to obtain developed lots, has not occurred within three (3) years of the Effective Date.

(d) The City may terminate this Agreement or any Reimbursement Agreement with respect to any Section, at any time if the Public Improvements to be constructed in such Section have not reached Completion of Construction by the applicable Public Improvement Completion Date, as may have been extended pursuant to the terms of this Agreement or by other written agreement of the Parties.

(e) The City may terminate this Agreement with respect to the applicable Section and any remaining Section if the Developer does not pay the Developer Cash Contribution at closing of the applicable series of PID Bonds.

(f) The City may terminate this Agreement if Developer does not close on all of the Property by the earlier of (i) December 31, 2022 or (ii) the date on which the City levies Assessments on the Property.

Section 4.03. Termination Procedure. If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred or the levy of assessments on any remaining Sections; provided, however, that as of the date of termination, any Public Improvements completed and accepted by the City shall still be subject to reimbursement. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs other than as set forth herein.

ARTICLE V

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of the Assessments levied to reimburse the Public Improvements, (ii) (a) the date on which the City and the Developer discharge all of their obligations hereunder, including Completion of Construction and acceptance of the Public Improvements, and (b) all PID Bond Proceeds or Assessment revenues pursuant to a Reimbursement Agreement have been expended for reimbursement of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements up to the Reimbursement Cap but in the amount set forth in the Service and Assessment Plan, (iii) an Event of Default under Article VI pursuant to which the non-defaulting

Party exercises its right to terminate this Agreement, or (iv) the occurrence of a termination event under Article IV pursuant to which a Party has exercised its right to terminate this Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01. Developer Default.

Each of the following events shall be an "Event of Default" by the Developer under this Agreement, once the applicable time to cure, if any, as expired:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure from the date of expiration of such insurance or bonds.

(b) The Developer shall fail to comply with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date.

Section 6.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 6.01(f) above). Except with respect to cure periods set forth in 6.01 above, which

shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

(c) City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(i) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable from the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(ii) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(iii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 6.03. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the receipt of written notice thereof by the City from the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.

Section 6.04. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

(b) No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 6.05. Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived is any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance then due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(i) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(ii) The Parties may not recover attorney's fees; and

(iii) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 6.06. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 6.07. Waiver. Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE VII

INSURANCE, INDEMNIFICATION AND RELEASE

Section 7.01. Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of one million dollars ($1,000,000) per occurrence or a limit equal to the amount of the contract amount, two million dollars ($2,000,000) general aggregate bodily injury and property damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(i) Workers' Compensation insurance as required by law;

(ii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreements involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than one million dollars ($1,000,000) combined single limit for bodily injury, death and property damage liability.

(iii) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(iv) Each policy of insurance with the exception of Workers' Compensation and professional liability shall be endorsed to include the City (including its former, current, and future public officials, staff, agents, and employees) as additional insureds;

(v) Each policy, with the exception of workers' compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vi) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the contractor shall within ten (10) Business Days after written request provide the City with the certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 7.02. Waiver of Subrogation Rights. The commercial general liability, workers' compensation, business auto and excess liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 7.03. Additional Insured Status. With the exception of worker's compensation insurance and any professional liability insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using additional insured endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 7.04. Certificates of Insurance. Certificates of insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer

shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) Business Days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 7.05. Carriers. All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

ARTICLE VIII

INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE

PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

Section 8.01. 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 8.02. 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.

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID 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, the City shall be responsible for all operation and maintenance, subject to any applicable maintenance-bond period, of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of actual costs or the available PID Bond Proceeds or Assessment revenues, and shall be payable solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available PID Bond Proceeds and that the Developer Cash Contribution must be deposited at the time of the issuance of PID Bonds.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements for each Section and provided that all Public Improvements for such Section, as set forth in the Service and Assessment Plan, are undertaken at least in part. The elimination of a category of Public Improvements in a Section as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Cost Underruns from that category may be released to pay for Cost Overruns in another improvement category, as approved by the City.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize payment or reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in Section 9.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs as approved by the City. The form of the Payment Certificate is set forth in Exhibit G, as may be modified by the applicable Indenture

or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the SAP, and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and payment shall be made to the Developer or its designee pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) Business Days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves, or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within thirty (30) Business Days of receipt thereof. Payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit E and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit H.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The City intends to levy Assessments by the applicable Public Improvement Financing Date and may issue PID Bonds at a later date upon completion of the Public Improvement in each Section to reimburse the Public Improvement Project Costs as set forth in the SAP. Reimbursement for the costs of Public Improvements that have reached Completion of Construction shall be made on an annual basis from Assessments levied by the City pursuant to the SAP. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements. These Reimbursement Agreement obligations may, in the City's discretion, be reimbursed through the issuance of PID Bonds by the City once the parameters set forth in Section 1.02(d) can be met. The levy of Assessments and the issuance of any PID Bonds to fund obligations under a Reimbursement Agreement is a governmental function of the City and is subject to the City's discretion and shall be determined by the City from time to time. In any event, the issuance of PID Bonds to Fund any

obligations under a Reimbursement Agreement, if the City determines to issue such PID Bonds, shall occur no later than one year after the applicable Public Improvement Financing Date or the City shall not issue such PID Bonds.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

(a) The City makes the following representation and warranty for the benefit of the Developer:

(i) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this

Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(ii) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

(a) The Developer makes the following representations, warranties and covenants for the benefit of the City:

(i) Due Organization and Ownership. The Developer is a Texas limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(ii) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(iii) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(iv) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(v) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(vi) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of the Property within the PID at the time of their creation and will be the sole owners at the time of the levy of Assessments for each Section. The Developer shall consent to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit F, and shall not transfer title of any land within the PID prior to the levy of Assessments within each Section.

ARTICLE XI

PROVISIONS FOR DEVELOPER

Section 11.01. 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.

ARTICLE XII

GENERAL PROVISIONS

Section 12.01. Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:
City Manager
Chris Whittaker
121 South Velasco
Angleton TX 77515
Email: cwhittaker@angleton.tx.us

With a copy to:
City Attorney
Randle Law Office Ltd., LLP
Grady Randle
820 Gessner, Ste. 1570
Houston, Texas 77024
Email: grady@jgradyrandlepc.com

To the Developer:
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 12.02. Make-Whole Provision. If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations (the "PID Bond Fee"). Prior to issuance of any PID Bonds, the City's financial

advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount due prior to the issuance of the 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. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID 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 PID Bonds are issued are less than the bank qualification limits (currently $10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

If the City is planning to issue debt obligations as qualified tax-exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax-exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax-exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. 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. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax-exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax-exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City. The City shall include language similar to this Section 12.02 in any agreement it enters into with a developer or landowner where the issuance of public improvement district bonds is contemplated.

Section 12.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written

records of all assignments made by Developer to assignee, including a copy of each executed assignment and the assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations or execute any consent with respect to an assignment to an Affiliate and shall not be required to make any representations with respect to any assignment to a non-Affiliate.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. 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 agrees in writing to perform such obligations or incur such liability. 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 within thirty (30) days after written notice to the lender, not to be unreasonably withheld. 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. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 12.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 12.05. Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 12.06. Time. In computing the number of calendar days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays. If the final day of any time period (with respect to calendar days or Business Days) falls on a Saturday, Sunday, or legal holiday (as observed by the City), then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday (as observed by the City).

Section 12.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 12.08. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement shall not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.09. No Third-Party Beneficiaries. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties. The City does not consent to and will not participate in any third-party financing of the Assessment revenues.

Section 12.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 1.05. Subject to Section 12.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 12.11. No Joint Venture. Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 12.12. 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, with no duty of inquiry, 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 12.13. 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 12.14. 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 12.15. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.16. 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 12.17. No Acceleration.

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

Section 12.18. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 12.19. No Reduction of Assessments. Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 12.20. 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 2271.002, 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 Israeli-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 12.21. 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.texas.gov/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 12.22. Petroleum.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 12.23. Firearms.

To the extent this Purchase Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the

action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 12.24. Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules, and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Brazoria County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 12.25. Conflict. In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

Section 12.26. PID Policy Requirements & PID Enhancement Fund Payment. Developer agrees to comply with all steps, requirements, payments that are not superseded by this Agreement, 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 Section. At such time as PID Bonds for a particular Section are issued by the City, the PID Enhancement Fund payment will be payable for such Section or Sections upon closing and delivery of the net proceeds realized by Developer from the sale of PID Bonds for such Section or Sections.

Section 12.27. Change in Control. 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 12.28. 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 12.29. 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 12.30. 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 12.31. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.32. 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 12.33. No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.34. 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.

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 _____, 2022, 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 _____, 2022, 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

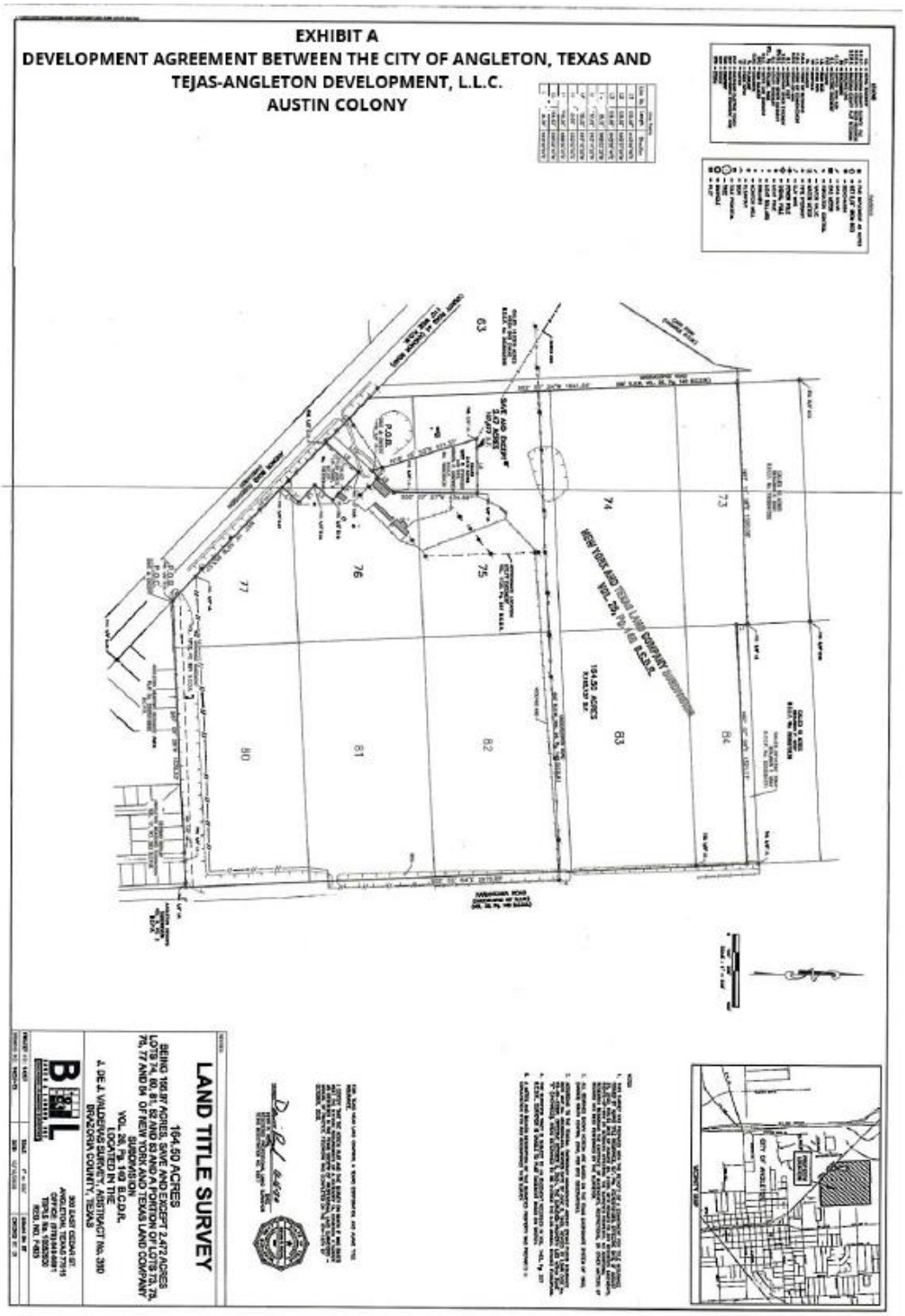


EXHIBIT "B"

LAND PLAN

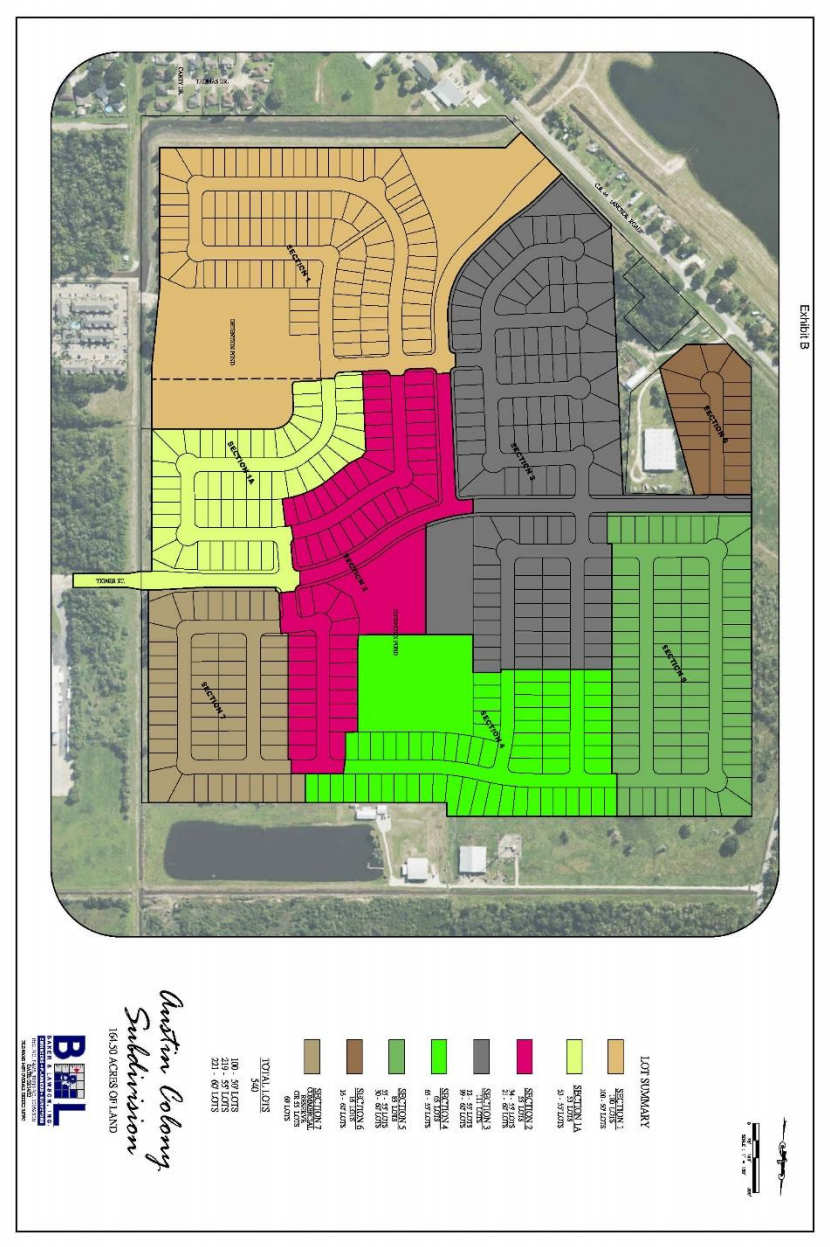


EXHIBIT "C"

CAPACITY ACQUISITION FEE MEMO

Memo

Date:	Friday, May 20, 2022
Project:	Austin Colony Subdivision (Tigner Tract) (Revised – 540 Lots)
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 540 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, 540 x 300 = 162,000 gpd or 112.50 gpm
  - Max Daily Demand (MDD): 1.7 x ADD = 191.25 gpm
  - Peak Hour Demand (PHD): 1.25 x MDD = 239.06 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, 540 x 255 = 137,700 gpd or 95.63 gpm
  - Peak Hour Wet Weather Flow (PWF): 4 x ADF = 382.50 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 13% (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 16% (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 540 homes for Austin Colony is approximately $749,115.00. 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	[3] Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	$ 36,000,000	1980	3237	$ 10,163,265	1	**$ 10,163,265**	3,600,000	**$ 719.90**

Wastewater Infrastructure

Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	[3] Estimated Construction Cost in Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 255 gpd)
Gravity Sewer								
24" Main (2,740 feet)	$ 753,500	1970	1381	$ 90,754	13%	$ 12,092		$ 22.39
36" Main (390 feet)	$ 165,750	1970	1381	$ 19,963	6%	$ 1,203		$ 2.23
Total Gravity Sewer						**$ 13,294**		**$ 24.62**
Force Main								
18" Force Main (12,300 feet)	$ 1,807,900	1970	1381	$ 217,749	16%	$ 34,995	**540**	$ 64.81
Total Force Main						**$ 34,995**		**$ 64.81**
Lift Station								
No. 7	$ 1,150,000	1970	1381	$ 138,510	16%	$ 22,260		$ 41.22
Total Lift Station						**$ 22,260**		**$ 41.22**
Total Wastewater Infrastructure						**$ 70,550**		**$ 130.65**

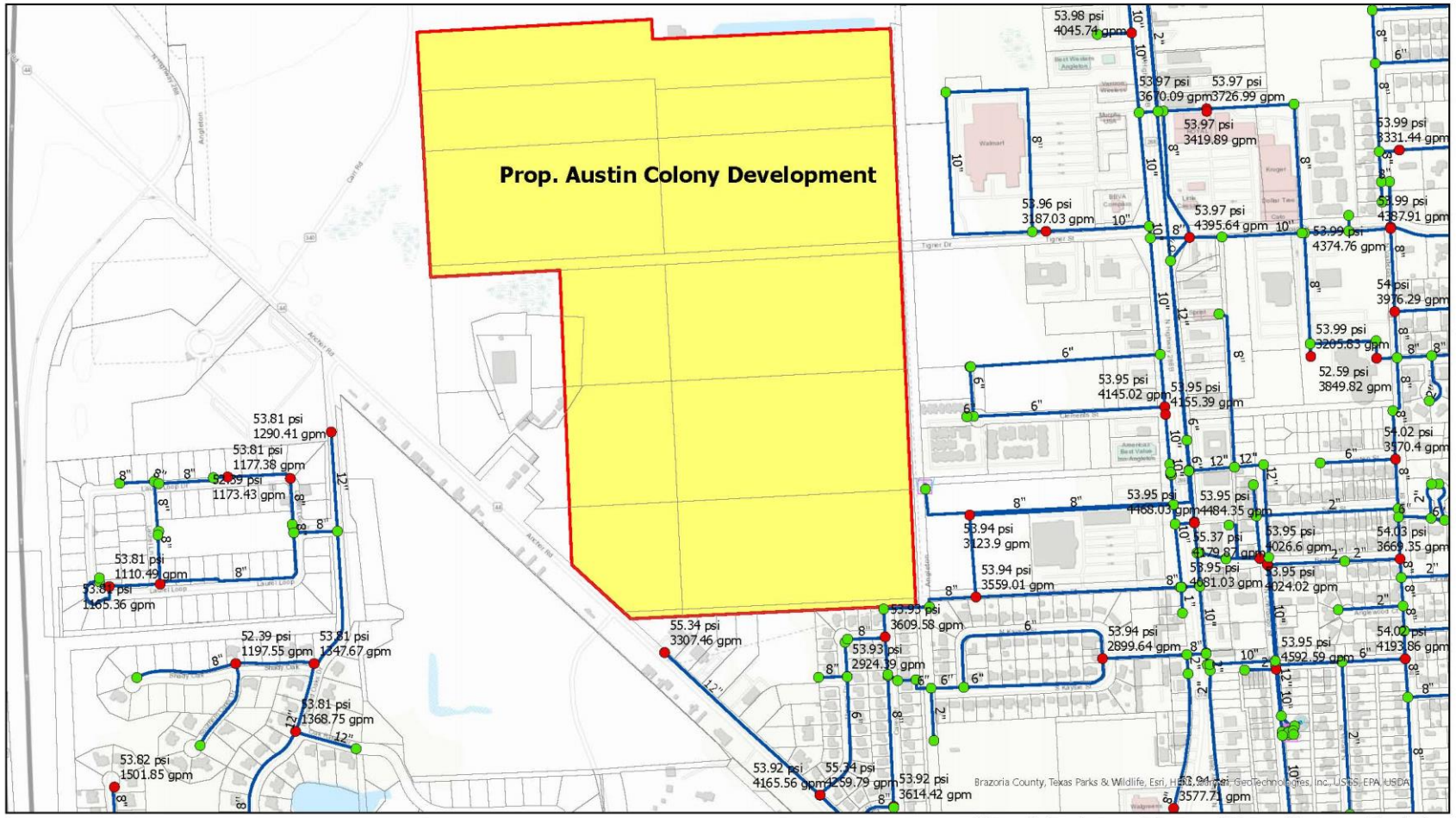
Total Estimated Cost Per Wastewater Connection	**$850.55**

[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 approixmately $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.

Exhibit C



City of Angleton, Texas - Water System Modeling

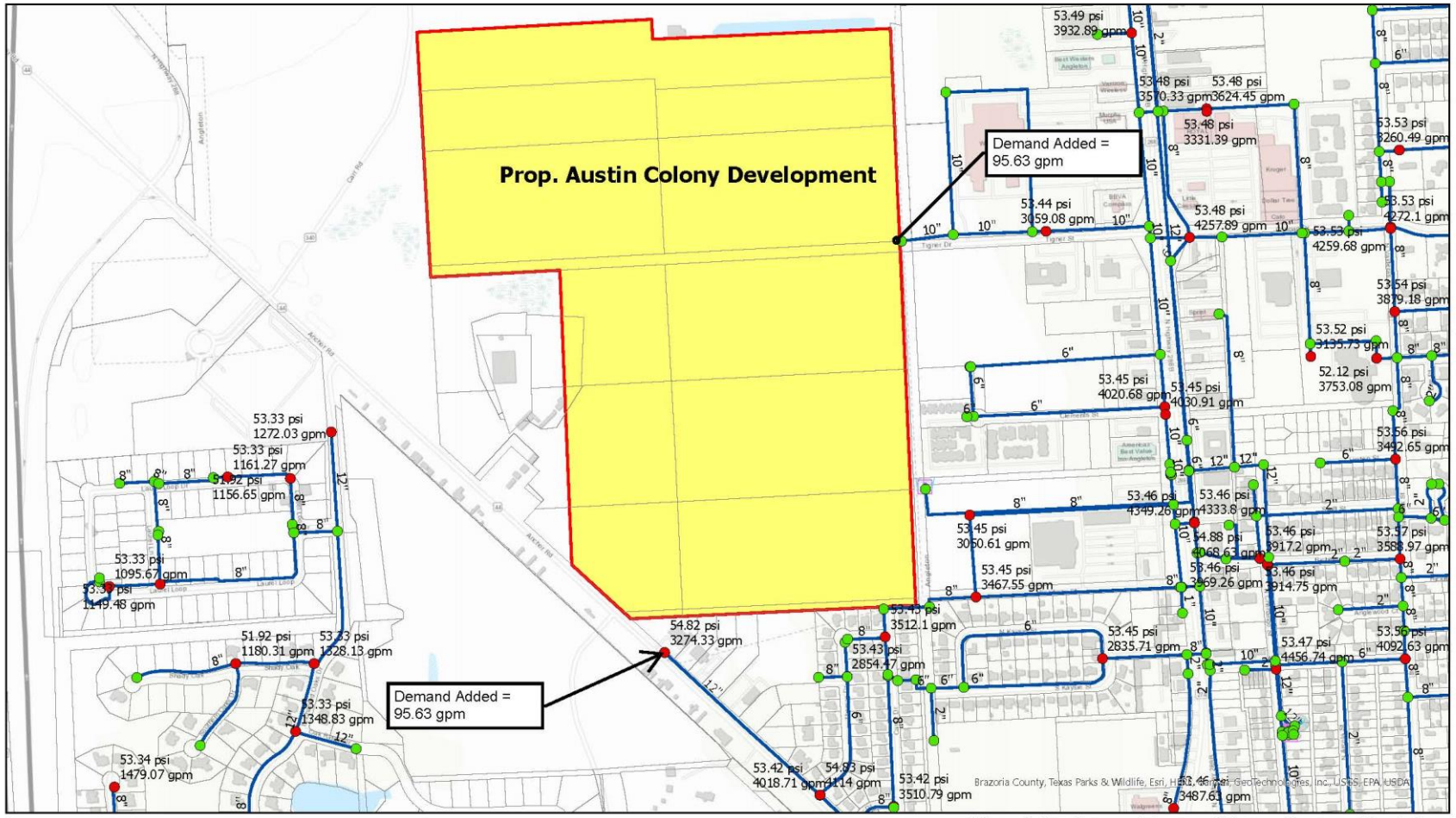
Austin Colony Development - Existing System Pressure and Available Fire Flow

HDR THE HEART OF BRAZORIA COUNTY ANGLETON

1 inch equals 500 feet

0 250 500 1,000 Feet

Exhibit C



City of Angleton, Texas - Water System Modeling

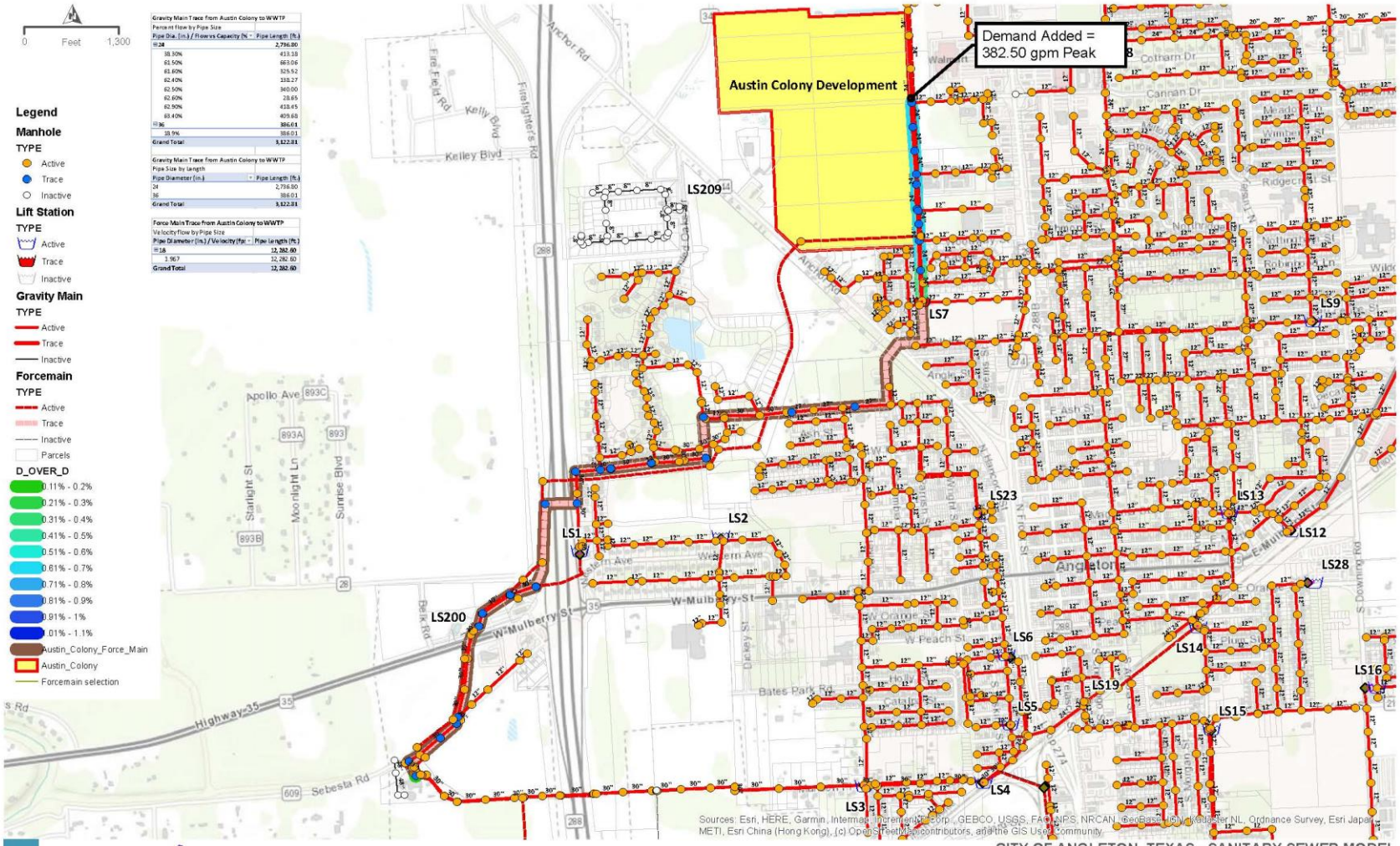
Austin Colony Development - Post Development System Pressure and Available Fire Flow

HDR THE HEART OF BRAZORIA COUNTY ANGLETON

1 inch equals 500 feet

0 250 500 1,000 Feet

Exhibit C



CITY OF ANGLETON, TEXAS - SANITARY SEWER MODEL

AUSTIN COLONY DEVELOPMENT - SEWER TRACE AND FLOW CAPACITY

EXHIBIT "D"

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 $31,250,000.00.

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 E

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITH PID FUNDS

The Public Improvements and costs set forth below 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.

ITEM DESCRIPTION	COMBINED EXTENSION	1 QTY.	1A QTY.	2 QTY.	1 EXTENSION	1A EXTENSION	2 EXTENSION
Clearing Right of Way - Demolition of barbed Wire Fence	$ 4,100.00	3,280	0	0	$ 4,100.00	$ 0.00	$ 0.00
Clearing and Grubbing	$ 376,800.00	42.36	17.00	16.00	$ 211,800.00	$ 85,000.00	$ 80,000.00
Roadway Excavation (Includes Lot Grading)	$ 84,703.50	5,391	6,327	4,416	$ 28,302.75	$ 33,216.75	$ 23,184.00
6" Lime Stablized Subgrade	$ 105,212.25	17,806	13,666	15,289	$ 40,063.50	$ 30,748.50	$ 34,400.25
Lime (7% by Weight)	$ 191,676.80	281	288	323	$ 60,311.80	$ 61,920.00	$ 69,445.00
Concrete Pavement 6" Thick	$ 2,230,611.00	16,622	12,027	13,438	$ 880,966.00	$ 637,431.00	$ 712,214.00
Concrete Curb (4" to 6")	$ 166,491.60	9,531	7,374	8,321	$ 62,904.60	$ 48,668.40	$ 54,918.60
Concrete Sidewalk	$ 281,826.00	14,260	5,730	7,640	$ 145,452.00	$ 58,446.00	$ 77,928.00
Concrete Wheelchair Rmps	$ 57,200.00	10	7	9	$ 22,000.00	$ 15,400.00	$ 19,800.00
24" Driveway Culvert (Under Pvmt)(Entry Drive)	$ 11,136.00	128	0	0	$ 11,136.00	$ 0.00	$ 0.00
Installation of Geotechnical Fabric for Wet Sand	$ 12,565.00	1,913	600	0	$ 9,565.00	$ 3,000.00	$ 0.00
Street Signs	$ 6,670.80	7	3	2	$ 3,891.30	$ 1,667.70	$ 1,111.80
Type III Barricades	$ 6,060.80	4	1	3	$ 3,030.40	$ 757.60	$ 2,272.80
Precast S.E.T. (24" w/ 6:1 Slopes)	$ 3,355.80	2	0	0	$ 3,355.80	$ 0.00	$ 0.00
Boring (Casing for 12" W.L.)	$ 33,750.00	35	100	0	$ 8,750.00	$ 25,000.00	$ 0.00
Boring (8" San. Sew., 9'-11' Depth)	$ 40,500.00	35	100	0	$ 10,500.00	$ 30,000.00	$ 0.00
4" Waterline	$ 500.00	20	0	0	$ 500.00	$ 0.00	$ 0.00
6" FH Lead (6' Long)	$ 2,166.00	10	3	2	$ 1,444.00	$ 433.20	$ 288.80
8" Waterline	$ 393,452.00	4,090	2,686	3,578	$ 155,420.00	$ 102,068.00	$ 135,964.00
12" Waterline	$ 24,700.00	380	0	0	$ 24,700.00	$ 0.00	$ 0.00
12" Wet Connection	$ 5,043.20	1	1	2	$ 1,260.80	$ 1,260.80	$ 2,521.60
Fittings	$ 104,820.03	5.17	2.60	3.60	$ 47,662.23	$ 23,969.40	$ 33,188.40
Waterline Plugs (All Sizes)	$ 8,462.30	6	1	4	$ 4,615.80	$ 769.30	$ 3,077.20
Water Line Service (Short-Single)	$ 5,306.70	3	2	2	$ 2,274.30	$ 1,516.20	$ 1,516.20
Water Line Service (Short-Double)	$ 37,474.50	18	14	11	$ 15,687.00	$ 12,201.00	$ 9,586.50
Water Line Service (Long-Single)	$ 6,862.10	3	2	2	$ 2,940.90	$ 1,960.60	$ 1,960.60
Water Line Service (Long-Double)	$ 56,877.60	28	13	11	$ 30,626.40	$ 14,219.40	$ 12,031.80
6" Gate Valve w/ Box	$ 16,500.00	10	3	2	$ 11,000.00	$ 3,300.00	$ 2,200.00
8" Gate Valve w/ Box	$ 46,400.00	15	6	8	$ 24,000.00	$ 9,600.00	$ 12,800.00
12" Gate Valve w/ Box	$ 3,200.00	1	0	0	$ 3,200.00	$ 0.00	$ 0.00
Fire Hydrant	$ 48,000.00	10	3	2	$ 32,000.00	$ 9,600.00	$ 6,400.00
8" Solid White Thermoplastic Pvmnt Marking	$ 3,565.00	75	500	0	$ 465.00	$ 3,100.00	$ 0.00
Sanitary Sewer Manhole	$ 180,000.00	20	10	10	$ 90,000.00	$ 45,000.00	$ 45,000.00
Sanitary Sewer Manhole (Extra Depth)	$ 4,891.29	4.22	2	4	$ 2,019.69	$ 957.20	$ 1,914.40
Sanitary Sewer Manhole (Stub In)	$ 12,636.60	1	1	0	$ 6,318.30	$ 6,318.30	$ 0.00
8" Sanitary Sewer (0' to 5' Depth)	$ 90,592.00	1,314	600	470	$ 49,932.00	$ 22,800.00	$ 17,860.00
8" Sanitary Sewer (5' to 7' Depth)	$ 71,526.00	503	600	600	$ 21,126.00	$ 25,200.00	$ 25,200.00
8" Sanitary Sewer (7' to 9' Depth)	$ 132,400.00	1,608	600	440	$ 80,400.00	$ 30,000.00	$ 22,000.00
8" Sanitary Sewer (9' to 11' Depth)	$ 58,825.00	305	600	0	$ 19,825.00	$ 39,000.00	$ 0.00
Sanitary Sewer Service (Short-Single)	$ 13,844.60	7	2	2	$ 8,810.20	$ 2,517.20	$ 2,517.20
Sanitary Sewer Service (Short-Double)	$ 62,899.20	28	13	11	$ 33,868.80	$ 15,724.80	$ 13,305.60
Sanitary Sewer Service (Long-Double)	$ 73,537.60	16	14	11	$ 28,697.60	$ 25,110.40	$ 19,729.60
Sanitary Sewer Service (Long-Single)	$ 17,218.80	5	2	2	$ 9,566.00	$ 3,826.40	$ 3,826.40
Sanitary Sewer Plug (All Sizes)	$ 1,078.20	4	0	2	$ 718.80	$ 0.00	$ 359.40
Wellpointing (Sanitary Sewer Construction)	$ 94,740.10	1,913	600	0	$ 72,120.10	$ 22,620.00	$ 0.00
Deep Trench Construction (San. Sew. 5' to 7')	$ 1,571.40	546	600	600	$ 491.40	$ 540.00	$ 540.00
Deep Trench Construction (San. Sew. Over 7')	$ 3,197.70	1,913	1,200	440	$ 1,721.70	$ 1,080.00	$ 396.00
Deep Trench Construction (St. Sew. 5' to 7')	$ 3,215.70	1,253	1,250	1,070	$ 1,127.70	$ 1,125.00	$ 963.00
Deep Trench Construction (St. Sew. Over 7')	$ 3,113.10	1,979	1,030	450	$ 1,781.10	$ 927.00	$ 405.00
Rock Rip Rap (2 Locations)(10" to 16" Round)	$ 57,305.30	1440	770	0	$ 37,339.20	$ 19,966.10	$ 0.00
Perimeter Drainage Swales("V" Bot, 6"-24" Deep, 4:1 Slopes)	$ 89,240.00	2,040	1,840	0	$ 46,920.00	$ 42,320.00	$ 0.00
Conc. Slope Paving - Pipe Outfall w/ Cut-Off	$ 18,897.20	1	2	1	$ 4,724.30	$ 9,448.60	$ 4,724.30
Conc. Pilot Channel (5-1/2" Thick, 4' Wide)	$ 70,070.17	425	626	0	$ 28,334.75	$ 41,735.42	$ 0.00
Inlets (Type C - L = 5')	$ 259,700.00	19	17	13	$ 100,700.00	$ 90,100.00	$ 68,900.00
Inlets (Type C - L = 10')	$ 5,600.00	1	0	0	$ 5,600.00	$ 0.00	$ 0.00
Inlets (Type A)(Entry Drive)	$ 3,000.00	1	0	0	$ 3,000.00	$ 0.00	$ 0.00
Storm Sewer Manholes (2 Pipes)	$ 58,500.00	6	4	3	$ 27,000.00	$ 18,000.00	$ 13,500.00
Storm Sewer Manhole (3 Pipes),	$ 51,000.00	5	0	1	$ 42,500.00	$ 0.00	$ 8,500.00
Storm Sewer Manholes (1 Jt. San. Sew.)	$ 28,000.00	3	2	2	$ 12,000.00	$ 8,000.00	$ 8,000.00
18" Storm Sewer (Under Pvmt)	$ 6,630.00	102	0	0	$ 6,630.00	$ 0.00	$ 0.00
24" Storm Sewer (Under Pvmt)	$ 38,080.00	56	330	90	$ 4,480.00	$ 26,400.00	$ 7,200.00
30" Storm Sewer (Under Pvmt)	$ 311,640.00	960	920	1060	$ 101,760.00	$ 97,520.00	$ 112,360.00
36" Storm Sewer (Under Pvmt)	$ 101,286.00	302	160	200	$ 46,206.00	$ 24,480.00	$ 30,600.00
42" Storm Sewer (Under Pvmt)	$ 272,650.00	110	350	870	$ 22,550.00	$ 71,750.00	$ 178,350.00
48" Storm Sewer (Under Pvmt)	$ 171,250.00	455	230	0	$ 113,750.00	$ 57,500.00	$ 0.00
54" Storm Sewer (Under Pvmt)	$ 65,520.00	112	70	0	$ 40,320.00	$ 25,200.00	$ 0.00
5' x 4' Box Culvert (Under Pvmt)	$ 257,000.00	294	220	0	$ 147,000.00	$ 110,000.00	$ 0.00
7' x 4' Box Culvert (Outfall to Pond)	$ 143,500.00	205	0	0	$ 143,500.00	$ 0.00	$ 0.00
18" HDPE (From perimeter Swale to CR 44)	$ 5,200.00	40	40	0	$ 2,600.00	$ 2,600.00	$ 0.00
24" Storm Sewer (Grass)	$ 11,600.00	145	0	0	$ 11,600.00	$ 0.00	$ 0.00
24" Storm Sewer (Grass) (Oufall from Detention)	$ 11,700.00	130	0	0	$ 11,700.00	$ 0.00	$ 0.00
42" Storm Sewer (Grass)	$ 79,920.00	444	0	0	$ 79,920.00	$ 0.00	$ 0.00
Storm Sewer Plug (All Sizes)	$ 2,933.60	4	2	2	$ 1,466.80	$ 733.40	$ 733.40
Storm Water Pollution Prevention Plan	$ 46,137.30	1	1	1	$ 15,379.10	$ 15,379.10	$ 15,379.10
4" Sch. 40 PVC Conduits (4 Locations)	$ 5,886.00	180	180	180	$ 1,962.00	$ 1,962.00	$ 1,962.00
TOTAL AMOUNT ON BID	**$ 8,254,025.59**				**$ 3,502,804.17**	**$ 2,261,875.57**	**$ 2,038,925.35**

EXHIBIT F

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, as the landowner (the "Landowner") who holds record title to all property located within The Austin Colony (PID No. 3) Public Improvement District (the "PID") created by the City of Angleton pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the PID, dated _____, 2021, including the Service and Assessment Plan and Assessment Roll attached thereto (the "Assessment Ordinance"). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowner hereby declare and confirm that they hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Public Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.

2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.

3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.

4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll.

5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).

6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.

7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.

10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.

11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.

12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.

13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.

14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.

15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 20[22].

_____,

By:

§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, as, _____ company on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT G

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Angleton, Texas, Special Assessment Revenue Bonds, Series 20__ (The Austin Colony (PID No. 3) Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, Texas _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

from _____, N.A., (the "Trustee"), in the amount of _____ ($_____) for the reimbursement of the costs of labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Austin Colony (PID No. 3) Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Austin Colony (PID No. 3) Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below has been completed, and the City has inspected and accepted such Public Improvements.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Public Improvement	**Total Cost Public Improvement**	**Budgeted Cost of Public Improvement**	**Amount requested be paid from the Public Improvement Account**	**Amount requested to be paid from the Developer Improvement Account**

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations and has accepted such Public Improvements.

Payments requested hereunder shall be made to the Developer as directed below:

a. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____,

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer as directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
$_____	$_____	$_____

CITY OF ANGLETON, TEXAS

By:_____

Name: _____

Title: _____

Date: _____

EXHIBIT H

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, (the "Developer") and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the "Trustee") in the amount of _____DOLLARS ($_____) for costs incurred in the establishment, administration, and operation of the Austin Colony (PID No. 3) Public Improvement District (the "District"), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made to the Developer as directed below:

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
$_____	$_____	$_____

CITY OF ANGLETON, TEXAS

By:_____
Name: _____
Title: _____

Date: _____

EXHIBIT I

HOME OR PROPERTY BUYER DISCLOSURE PROGRAM

The Developer (as defined in the Service and Assessment Plan) for the Austin Colony (PID No. 3) Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.

2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.

3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.

4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.

5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.

6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.

7. Notify Settlement Companies through the homebuilders or cause the homebuilders to notify settlement companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT J

AMENITIES

- Entry monument, playground with equipment, planted, aerated; to be completed with Section 1.

- Austin Colony Blvd. and Tigner Street will have premium wooden fence with vegetation, irrigation and lighting

- reflective pond at Tigner Street / Austin Colony Blvd.