ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF IOWA COLONY, TEXAS, AND MAPLE FARMS HOLDINGS, LLC ET AL.

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF IOWA COLONY, TEXAS, AND MAPLE FARMS HOLDINGS, LLC ET AL. (this "Agreement") is made effective October 8, 2024 (the "Effective Date") by and between Maple Farms Holdings, LLC, a Texas limited liability company ("Assignor"), and 521 UM Holding 770 Acres, LP, a Texas limited partnership ("Assignee").

RECITALS:

WHEREAS, Assignor entered into that certain Development Agreement by and Among the City of Iowa Colony, Texas, and Maple Farms Holdings, LLC ET AL. (the "Development Agreement") dated effective August 12, 2024 and attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Assignor has sold all or substantially all of the portion of the Tract (as such term is defined in the Development Agreement) that it owns to Assignee; and

WHEREAS, Assignee has no intention to develop the portion of the Tract owned by Assignee as specifically described in Section 6.03 of the Development Agreement and is not considered to be a "Successor Developer" as such term is defined in Section 6.03 of the Development Agreement; and

WHEREAS, pursuant to the terms and conditions of that certain Development Services Agreement entered into effective as of October 8, 2024, Assignor (or its affiliate) has agreed to develop the portion of the Tract owned by Assignee on behalf of Assignee as a fee developer; and

WHEREAS, Assignor desires to assign its interest in and to the Development Agreement effective as of the Effective Date to the Assignee; and

WHEREAS, Assignee desires to assume the rights and obligations of Assignor in and to the Development Agreement effective as of the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee do hereby agree as follows:

1. Recitals. The above Recitals are hereby incorporated herein by reference.

2. Assignment. Assignor does hereby transfer, convey, set over, assign, contribute, and deliver to Assignee, its successors and assigns forever, subject to the

terms described herein, its interest in the Development Agreement effective as of the Effective Date.

3. Assumption. Assignee hereby accepts, and acknowledges receipt of, and agrees to be bound by all of the terms of the Development Agreement as if an original signatory thereto.

4. City of Iowa Colony Notice Required. Pursuant to Section 6.03 of the Development Agreement, Assignee does not intend to develop the portion of the Tract that it owns and is therefore not considered to be a "Successor Developer" as such term is defined in the Development Agreement. Upon the execution of this Agreement, Assignee shall provide written notice to the City of Iowa Colony, Texas of this Agreement as required under Section 6.03 of the Development Agreement.

5. Further Assurances. Assignor covenants and agrees to execute and deliver to Assignee all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary to assign its interest in the Development Agreement as contemplated hereunder.

6. Governing Law. This Agreement shall be governed by, and construed m accordance with, the laws of the State of Texas.

7. Binding Effect. This Agreement is binding on and shall inure to the benefit of Assignor and Assignee and their permitted respective successors and assigns.

8. Notice. Any notice required or permitted by the Development Agreement shall be given to Assignee at the address listed on the signature page below.

9. Multiple Counterparts. This Agreement may be signed in multiple counterparts, each of which may be signed separately by one or more of the undersigned but all of which shall constitute a single Agreement, which is effective as of the date first written above.

This Agreement is executed by the undersigned to be effective as of date first written above.

[EXECUTION PAGES FOLLOW]

ASSIGNOR:

MAPLE FARMS HOLDINGS, LLC,
a Texas limited liability company

By: _____
Name: Itiel Kaplan
Title: Manager

ASSIGNEE:

521 UM HOLDING 770 ACRES, LP
a Texas limited partnership

By: 521 Holding TX, LLC
a Texas limited liability company

By: _____
Uri Man, Manager

By: _____
Greg Singleton, Manager

By: _____
Melanie Ohl, Manager

Address: 2450 Fondren Rd.
Suite 210
Houston, TX 77063

EXHIBIT "A"
DEVELOPMENT AGREEMENT

[Attached]

DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF IOWA COLONY, TEXAS, AND MAPLE FARMS HOLDINGS, LLC ET AL.

This Development Agreement (the "Agreement") is entered into effective August 12, 2024, by THE CITY OF IOWA COLONY, TEXAS, a municipality in Brazoria County, Texas, (the "City"); MAPLE FARMS HOLDINGS, LLC, a Texas limited liability company, or its successor or assigns ("Maple Farms"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns ("521 Opportunity"); GREGORY LLOYD MILLER TRUST, or its successor or assigns ("Gregory Lloyd Miller Trust"); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip") (each, a "Developer" and, collectively, the "Developers").

RECITALS

Developers collectively own approximately 807.8 acres of land that is within: (i) the extraterritorial jurisdiction of the City of Alvin, Texas ("Alvin"); (ii) the extraterritorial jurisdiction of the City of Sandy Point, Texas ("Sandy Point"); and (iii) unincorporated Brazoria County, Texas, which acreage is more particularly shown in **Exhibit A** (the "Tract"). The City and Developers wish to provide for the orderly, safe, and healthful development of the Tract.

It is intended that Brazoria County Municipal Utility District No. 90 (the "District") will be created to encompass the Tract. The Developers intend to develop the Tract for single-family residential and commercial uses. The development will occur in phases, and the Developers anticipate that each phase will be platted separately.

The City and the Developers agree that the development of the Tract can best proceed pursuant to this Agreement and pursuant to the Utility Agreement (defined hereinafter).

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract (the "Project"). The City and the Developers are proceeding in reliance on the enforceability of this Agreement.

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 the Developers agree as follows:

ARTICLE I.
DEFINITIONS

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

City means the City of Iowa Colony, Texas.

City Development Ordinances means each and every ordinance adopted by the City regulating the development of land and/or building codes of any nature within the City's limits in effect as of the execution of this Agreement, as may be amended from time to time.

Commission means the Texas Commission on Environmental Quality and its successors.

Consent Ordinance means the City's resolution, the form of which is attached hereto as **Exhibit C**, evidencing the City's consent to the inclusion of land within Brazoria County Municipal Utility District No. 90 in accordance with Texas Local Government Code Section 42.042 and Texas Water Code Section 54.016, each as amended.

County means Brazoria County, Texas.

District means Brazoria County Municipal Utility District No. 90, a municipal utility district intended to be duly created by special act of the Texas Commission on Environmental Quality that encompasses the Tract and whose purposes are limited to public water supply and distribution services, sanitary collection and sewer services, stormwater drainage and detention services, fire protection, roads, and/or parks and recreational services to the areas within its boundaries, and any land that is annexed to the District with the consent of the City.

ETJ means extraterritorial jurisdiction.

HOA means the homeowners and/or property association(s) created to serve the property within the District.

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

Plan of Development means the plan for the proposed development of the Tract, a copy of which is attached to this Agreement as **Exhibit B**, as it may be revised from time to time in accordance with the City Development Ordinances and this Agreement.

Planning Commission means the Planning and Zoning Commission of the City.

Utility Agreement means the *Utility Functions Agreement between the City of Iowa Colony, Texas and Maple Farms Holdings, LLC, 521 Opportunity, LLC, Gregory Lloyd Miller, Trustee of the Gregory Lloyd Miller Trust, and Gen-Skip LLC on behalf of Brazoria County Municipal Utility District No. 90* dated August 12, 2024.

Tract means all the land described in the attached **Exhibit A.**

Ultimate Consumer means the purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business.

Section 1.02. Exhibits. The following exhibits are attached to this Agreement as though fully incorporated herein:

Exhibit A	The Tract
Exhibit B	Plan of Development
Exhibit C	Consent Ordinance
Exhibit D	Utility Functions Agreement
Exhibit E	Annexation Petition

ARTICLE II.
DEVELOPMENT PLAN, PLATTING, PETITIONS AND COSTS

Section 2.01. Introduction. The Tract is to be developed as a predominantly single-family community with some commercial uses. The land uses within the Tract shall be typical of a single-family development with single-family residential, educational, commercial, institutional, and/or recreational facilities.

Section 2.02. Plans and Approvals. In accordance with the Consent Ordinance, the Developers agree to submit all plans and specifications for infrastructure within the Tract to the City for review and approval in accordance with the City's applicable codes, regulations and ordinances prior to commencing construction of any such improvements.

Section 2.03. Plan of Development and Amendments Thereto.

(a) Because the Tract is a large tract comprising approximately 807.8 acres intended to be subdivided as additional units in the same subdivision, the Developers have submitted a Plan of Development showing the conceptual layout of the proposed development of the Tract, attached hereto as **Exhibit B**. The Plan of Development is hereby approved by the City Council.

(b) The Developers shall develop the Tract in accordance with the Plan of Development. Due to its size and complexity, the parties acknowledge that the Tract will be developed in phases. The parties agree that any changes, additions, or alterations to the Plan of Development will be done only as may be consistent and in compliance with

the Plan of Development. The parties recognize that the Plan of Development has categories of land use and acreage and/or number of lots assigned to each category.

Section 2.04. Platting. The Developers are required to plat any subdivision of the Tract in accordance with the terms of this Agreement, the terms of any other agreement between the City and the Developer, and the requirements of all applicable City ordinances and procedures as they relate to development within the City's corporate limits, regardless of whether the property involved is then in the City's corporate limits or extraterritorial jurisdiction.

Section 2.05. Reserved.

Section 2.06. Costs. Developers agree to bear all out-of-pocket expenses incurred by the City with regards to the City's review and analysis necessary to implement the Project as described herein, including without limitation such out-of-pocket expenses as the costs of the City's outside legal counsel, engineer and other consultants. Developers agree to deposit such funds as requested by the City, provided that no single deposit will exceed $25,000.00, to be used for these costs. Upon periodic receipt of invoices for such out-of-pocket expenses, the City will pay such invoice(s) and provide Developers with appropriate documentation of such expenses and the remaining balance of the Developers' deposit. As such deposit is depleted, the City will request additional funds, which Developers agree to pay within forty-five (45) days of receipt of such a request. The City will cease all work on the Project if the deposit is not replenished as needed as the City does not have funds available for such expenses. Developers further agree to pay, or cause to be paid, all fees and charges imposed by the City pursuant to and in accordance with the City Development Ordinances and any and all other City ordinances that concern or may concern the development of the Tract. These fees and charges may include, but are not limited to, fees for building permits, platting, and plan reviews.

Section 2.07. Termination. The obligations of the Developers and the City to perform under this Agreement are expressly contingent upon Developers causing the Tract to be removed from the extraterritorial jurisdiction(s) of both Sandy Point and Alvin ("Removal"). Within thirty (30) days of Removal, Developers shall provide written notice to the City of such event. Should Removal not occur on or before January 31, 2025, this Agreement shall automatically terminate, and shall be declared null and void.

ARTICLE III.
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01. Regulatory Standards and Development Quality. Developers agree that, except as may be specifically provided to the contrary in the terms of this Agreement, development of the Tract shall comply with the City Development Ordinances. The Developers shall provide streets, drainage, utilities, parks, recreational

facilities and roads in accordance with the City-approved Plan of Development at Developers' sole cost; provided, however, the Developers may receive reimbursement of certain eligible costs from the District. As each phase of the Project is developed, the Developers will submit plans for such phase to the City Engineer for approval. Plans for all public improvements shall be submitted to the City for review and approval before the Developers award a construction contract for such improvements, and the Developers shall not proceed without City approval thereof. Developers shall adopt builder guidelines that memorialize the masonry requirements, minimum square footage, screening and fencing plan, and design guidelines. These guidelines shall be sent to the City for review prior to platting any area within the Property.

Section 3.02. Water/Wastewater/and Drainage Systems

(a) Developers agree that all water, sewer and drainage facilities to serve the Tract will be constructed in accordance with the applicable City regulations and ordinances. The Developers are responsible for the design and construction of the Water Facilities and Wastewater Facilities (as those terms are defined in the Utility Agreement), as well as all internal water, sewer, and drainage facilities. The City will provide retail water and sewer service to customers within the Tract (as well as garbage services), all in accordance with the Utility Agreement, the form of which is attached hereto as **Exhibit D**. Following acceptance by the City of the water, sewer, and drainage facilities (excluding storm water detention facilities), such water and sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. After the District has substantially completed construction, as deemed by the City Engineer, any of its water, sewer and drainage facilities (other than storm water detention facilities), the City may, upon written notice to the District, require that the District convey such facility to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than storm water detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing; provided, however, such acceptance by the City shall not be unreasonably conditioned, withheld, or delayed. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City, subject to the Utility Agreement. Prior to any such conveyance, the District will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District. To the extent of any

conflict between this Section 3.02 and the Utility Agreement, the Utility Agreement shall control.

(b) Each Developer may enter into a reimbursement agreement with the District to seek reimbursement for the costs of eligible facilities to the extent allowed by law.

Section 3.03. Open Space and Recreational Facilities. The City acknowledges and agrees that the Developers may make provisions for open spaces and recreational facilities to serve the Tract to be financed, developed and maintained by the District or by the HOA, to the extent authorized by state law and consistent with this Agreement, the Utility Agreement, the Plan of Development, and the City Development Ordinances. The Developers agree that any such amenities may be dedicated to the HOA and/or to the District for ownership and operation and shall not be the responsibility of the City, unless and until the District is dissolved, at which time the City may elect to accept ownership of any such amenities having been owned by the District; provided that any amenities that the City does not elect to accept ownership of shall be conveyed by the District to the HOA prior to dissolution and as provided for below. Plans for any recreational facilities that may be owned by the City, either immediately or after dissolution of the District, must be reviewed and approved by the City prior to construction. If recreational facilities are within stormwater detention areas, the District may require and allow the HOA to maintain the recreational facilities within said stormwater detention areas. Notwithstanding the foregoing, prior to the first connection to the water system being made within the Tract, the Developers shall enter into a contract with the HOA within the District, or other entity acceptable to the City. Said contract shall provide that the land within the District shall have open spaces, recreational facilities and reserved stormwater detention capacity within the system and shall further provide that if the District will be dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, will accept conveyance of the open spaces, recreational facilities and sites for stormwater detention systems in fee from the District, it being understood and agreed that under no conditions will the City own, operate, or maintain any stormwater detention facilities. The Developers shall provide the City with a copy of such fully executed agreement. On an appropriately phased basis, as provided for in more detail on the Plan of Development attached hereto as **Exhibit B**, the District shall construct, or cause to be constructed, any recreational facilities as contemplated by the Plan of Development.

Section 3.04. Road Facilities. All public roads shall be designed and constructed in compliance with the City Development Ordinances and the Utility Agreement; provided that this requirement shall not be interpreted to require the construction of roads to a standard which the City will not accept for ownership and maintenance. Plans for construction of roads by the Developers shall be submitted to the City for review and approval, and the City shall have the right to inspect the roads during construction.

Section 3.05. Annual Reports. The Developers will provide annual reports to the City regarding construction of improvements by the Developers and the District, the total number of new residences and connections in the District and such other information regarding the development as the City may reasonably require.

Section 3.06. Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developers to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

Section 3.07. Density and Minimum Lot Requirements. The Developers agree that the density requirements and minimum lot requirements associated with the development of the Tract shall be in accordance with the Plan of Development, as it may be revised from time to time in accordance with the City Development Ordinances and this Agreement.

Section 3.08. Application of City Ordinance(s). Any reference herein to the application of any ordinance of the City shall mean that the ordinance described shall apply to the Tract, regardless whether the property involved is in the City's corporate limits or extraterritorial jurisdiction.

ARTICLE IV.
MUNICIPAL UTILITY DISTRICT

Section 4.01. Municipal Utility District. Upon the execution of this Agreement, the City hereby approves the form of the Consent Ordinance consenting to creation of the District attached hereto as **Exhibit C**. The City agrees that the Consent Ordinance will be deemed to constitute the City's consent to creation of the District upon its adoption, and the City agrees to promptly adopt the Consent Ordinance upon Notice to City by Developers requesting same. Upon adoption of the Consent Ordinance by the City, no further action will be required on the part of the City to evidence its consent; however, the City agrees to provide any additional confirmation of its consent that may be required by the Developers or the District if requested to do so.

Section 4.02. Annexation of the Tract.

a. De-Annexation Efforts. The parties agree to fully cooperate and use reasonable efforts, pursuant to Local Government Code Chapter 42, Subchapter (D), to effectuate the de-annexation of the Tract from any portion of Alvin's and Sandy Point's extraterritorial jurisdiction.

b. Annexation into City Limits. Within 30 days of the Tract's Removal, the Developers shall submit to the City a petition, in substantially the form attached hereto and incorporated herein in full, signed by all entities with a right to purchase, or with ownership of, the Tract or any portion thereof

not then within the City's corporate limits, requesting that all land included in the Tract that is not then located within the City's corporate limits be annexed into those limits by the City. Developers shall submit a current title report showing the record owner(s) and all encumbrances on the Tract. Developers agree to obtain such additional title reports and petitions for annexation, such as petitions from lienholders on the Tract, as the City deems necessary or advisable after review of the title report or at any other time. Such additional petitions shall be substantially in the form attached hereto and shall be submitted to the City within thirty days of receipt of a request from the City. If the petition, title report, and/or additional petitions, if any, are not submitted timely, the City may refuse to issue any further building permits or plat approvals for the Tract. The City shall promptly act to approve the petitions and complete the annexation of the Tract. The intent of this Agreement is to obligate the Developers to deliver all annexation petitions necessary for the City to annex the Tract.

Section 4.03. Utility Agreement. After approval of the creation of the District by the TCEQ and within forty-five (45) days after the election confirming creation of the District, Developers shall use commercially reasonable efforts to cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit D**. Should the District fail to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation election following its creation, this failure will constitute an event of default pursuant to Article V below.

ARTICLE V.
MATERIAL BREACH, NOTICE AND REMEDIES

Section 5.01. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and that Developers follow the development plans as set out in the Plan of Development.

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

1. A Developer's failure to develop the Tract in compliance with this Agreement and the approved Plan of Development, as from time to time amended; or a

Developer's failure to secure the City's approval of any material or significant modification or amendment to the Plan of Development;

2. The District's failure to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation following its creation;

3. Any annexation of territory into the District without first obtaining consent from the City; or

4. Failure of a Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Tract.

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

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

1. Enforcement by the City of any City ordinance within the Tract that violates the terms and conditions of this Agreement;

2. City's refusal to approve plats, development plans, or permits where the same comply with the Plan of Development and this Agreement; and

3. The City's unreasonable conditioning, withholding, or delaying approval of a plat of land within the Tract that complies with the requirements of this Agreement, as specifically described in Section 2.04.

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

Section 5.02. Notice of Developer's Default.

(a) The City shall notify the Developers in writing of an alleged failure by a Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting party 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 proposed by such allegedly defaulting Developer for accomplishing such cure.

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

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting party in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.03. Notice of City's Default.

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

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

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

(d) If a Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then a Developer may proceed to mediation under Section 5.04 and subsequently exercise the applicable remedy under Section 5.05.

Section 5.04. Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 5.02 or 5.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within ten (10) business days after the mediation is initiated. The parties participating in the mediation shall share the costs of the mediation equally.

Section 5.05. Remedies.

(a) In the event of a determination by the City that a Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 5.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching party. In addition to all other remedies, the City may refuse to grant any additional building permits for construction within the Tract subject to this Agreement until the default is remedied to the reasonable satisfaction of the City.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 5.04, the Developer may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or termination of this Agreement.

ARTICLE VI.
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 6.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developers, and their successors or assigns. Nothing herein shall be interpreted to establish any third party beneficiaries.

Section 6.02. Term. This Agreement shall bind the parties and continue for forty (40) years from the date of this Agreement, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the Developers. Upon the expiration of forty (40) years from the date of this Agreement, this Agreement may be extended, at the Developers' request and with City Council approval, for successive one-year periods.

Section 6.03. Assignment. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall

recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 6.03, a Developer's sale of all or substantially all of the portion of the Tract that it owns to an affiliate or partner of such Developer, or a special purpose entity created by such Developer to develop the Tract, or an entity unaffiliated with the Developer that does not intend to develop the Tract, shall not be considered a Successor Developer, and written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

Section 7.01. Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by email with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Iowa Colony, Texas 3144 Meridiana Parkway Iowa Colony, Texas 77583 Attn: City Manager
Maple Farms:	Maple Farms Holdings LLC 1333 West Loop South, Suite 910 Houston, Texas 77027 Attn: Mr. Itiel Kaplan itiel@mapledevelopmentgroup.com
521 Opportunity:	521 Opportunity LLC 24000 Aj Foyt Road

	Hockley, Texas 77447 Attn: Mr. Mark Terpstra Mark@Texaslandinvestments.net
Gregory Lloyd Miller Trust:	Gregory Lloyd Miller Trust 3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com
Gen-Skip:	Gen-Skip LLC 3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com
District:	Brazoria County Municipal Utility District No. 90 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Robert A. Seale rseale@abhr.com

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

Section 7.02. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 7.03. Disclosures by City. The City of Iowa Colony, Texas makes the disclosures in this section.

a. The Developers are not required to enter into this agreement.

b. The City is authorized to annex the land in this document under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Developer, or pursuant to a strategic partnership under Section 43.0751of the Texas Local Government Code.

c. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, unless the land is

annexed pursuant to a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code. If the land is taxed agriculturally or as wildlife habitat, then the City must offer a non-annexation agreement, and the annexation may not be completed unless the Developers reject that offer. The Developers must request the annexation in writing. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a city ordinance at or after the conclusion of the public hearing.

d. This paragraph is a plain-language description of the annexation procedures applicable to the land in this document, if the land is annexed pursuant to a strategic partnership agreement under Section 43.0751 and Subchapter 43, C-1 of the Texas Local Government Code. The procedures are similar to those described above, except that the consent of the Developers is not required, and the City must make a municipal services plan instead of an agreement, and the annexation requires two public hearings instead of one.

e. The procedures for this annexation require either the Developers' consent or a strategic partnership agreement under Section 43.0751 of the Texas Local Government Code.

f. This Agreement, if accepted by the Developers, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

Section 7.04. Statutory Verifications. The Developers make the following verifications in this section:

a. No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, each Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

b. No Boycott of Firearms. By signing and entering into the Agreement, each Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does 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. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

c. Chapter 2252, Texas Government Code. Each Developer hereby represents and warrants that at the time of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

d. Form 1295. Each Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developers and the City has not verified such information.

Section 7.05. Vested Rights. Upon the mutual execution of this Agreement, the City and Developers agree that the rights of all parties as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g).

Section 7.06. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 7.07. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.08. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 7.09. Reservation of Rights. To the extent not inconsistent with this

Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 7.10. Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 7.11. Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 7.12. Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developers shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any applicable City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 7.13. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. Each Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

Section 7.14. Builder Participation. Developers shall use commercially reasonable efforts to ensure that any and all contractors and subcontractors, under the Developer's supervision or control, working on the Project shall utilize, or cause to be utilized, separated building materials and labor contracts for all taxable building materials contracts related to the Project in the amount of $1,000.00 or more, for the purpose of siting payment of the sales tax on such building materials for the Project to the Tract.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the 12th day of August, 2024.

CITY OF IOWA COLONY, TEXAS

ATTEST:

APPROVED: _____

Kaylun Rossw
CITY SECRETARY

MAPLE FARMS HOLDINGS, LLC,

a Texas limited liability company

By: Itiel Kaplan

Name: Itiel Kaplan

Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 29th day of August, 2024, by Itiel Kaplan, Manager of Maple Farms Holdings, LLC, a Texas limited liability company on behalf of said limited liability company.

LOREAL YVONNE SILCOTT
My Notary ID # 133396831
Expires October 18, 2025

Loreal Silcott

Notary Public, State of Texas

(NOTARY SEAL)

521 OPPORTUNITIES LLC,

a Texas limited liability company

By: Mark Terpstra

Name: Mark Terpstra

Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 4th day of Sept., 2024, by Mark Terpstra, Manager of 521 Opportunities LLC, a Texas limited liability company on behalf of said limited liability company.

ANNA PEREZ
6875624
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 28, 2028

Anna Perez
Notary Public, State of Texas

(NOTARY SEAL)

GREGORY LLOYD MILLER TRUST

By: Gregory Miller

Name: Gregory Miller

Title: Trustee

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29 day of August, 2024, by Gregory Miller, Trustee of Gregory Lloyd Miller Trust, on behalf of said trust.

ANDREW CUSHNIE
Notary ID #128845366
My Commission Expires
February 12, 2028

Notary Public, State of Texas

GEN-SKIP LLC,

a Louisiana limited liability company

By: _____

Name: Michael Mize

THE STATE OF LOUISIANA §
§
PARISH OF Orleans §

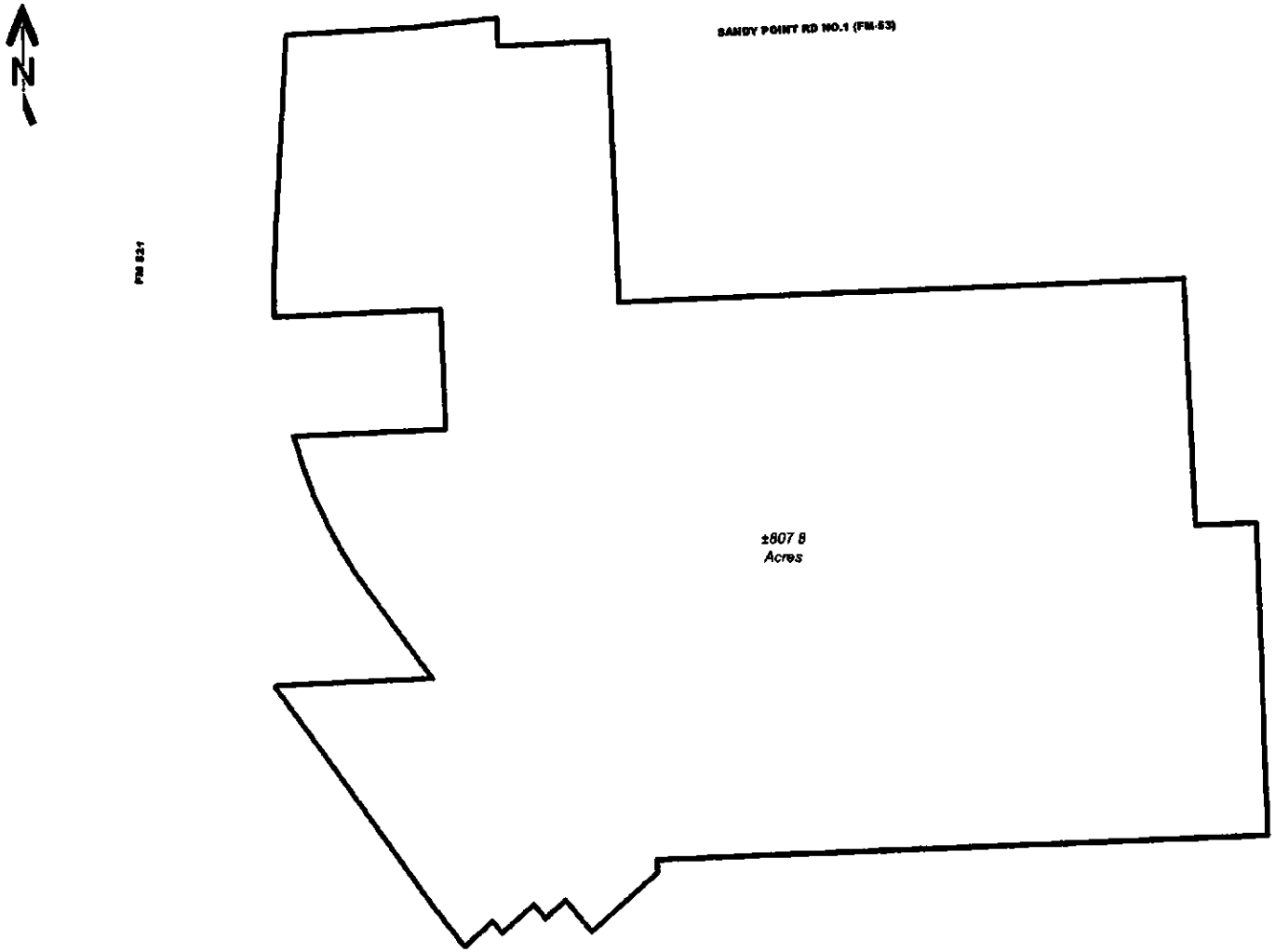
This instrument was acknowledged before me on the 25th day of August, 2024, by Michael Mize, President - CEO of Gen-Skip LLC, a Louisiana limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Louisiana

(NOTARY SEAL)

Exhibit A

The Tract



an ownership map for

MAPLE FARMS

±807.8 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META
24265 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 200 400 600

META-45805
AUGUST 5, 2024

EXHIBIT A

META PLANNING + DESIGN

Exhibit B

Plan of Development

Maple Farms Plan of Development

Submitted to:

The City of Iowa Colony

July 2024

Prepared for:

Maple Development Group

Prepared by:

META
PLANNING + DESIGN

TABLE OF CONTENTS

III. DEVELOPMENT REGULATIONS

IV. GENERAL ADMINISTRATION & AMENDMENTS

EXHIBITS

TABLES

I. INTRODUCTION

A. Summary

The Planned Unit Development District establishes comprehensive guidance and regulations for the Maple Farms project (the "Project"). The Project is comprised of approximately 900 acres of privately owned land that is partially within unincorporated Brazoria County and the extraterritorial jurisdictions (ETJ) of the City of Sandy Point and the City of Alvin, and is directly adjacent to the corporate limits of the City of Iowa Colony, with the intent of annexation into the City of Iowa Colony (the "City").

The intent of this document is to provide a means by which development may occur in an orderly and responsible manner by establishing guidelines that ensure quality development and specifically address the goals of both the city and the developer.

B. Purpose of the Project

The Project will create a cohesive community atmosphere that will compliment and bring to life the City of Iowa Colony's vision for the future of Iowa Colony. In planning this development, the developer reached out to the City for its goals for Iowa Colony and regionalization. The guidelines within this document will create regulations that will ensure the quality and character desired by both the City and the developer.

C. Project Location

The Project Property is located generally west of State Highway 288 and in Brazoria County, south of the metro Houston area, between FM 53 on the north and FM 521 on the west. The Grand Parkway (TX-99) is proposed to bisect the Property at the northeast corner. Future CR 55 will extend from north to south through the Project.

D. Surrounding Land Use

The majority of properties surrounding the Project Property are undeveloped with some existing large lot single family development in nearby areas.

F. Existing Site Conditions

The existing character of the property is primarily agricultural land and open pastureland. A significant amount of the tract will be retained for open space, drainage, and mitigation areas as the Project is developed.

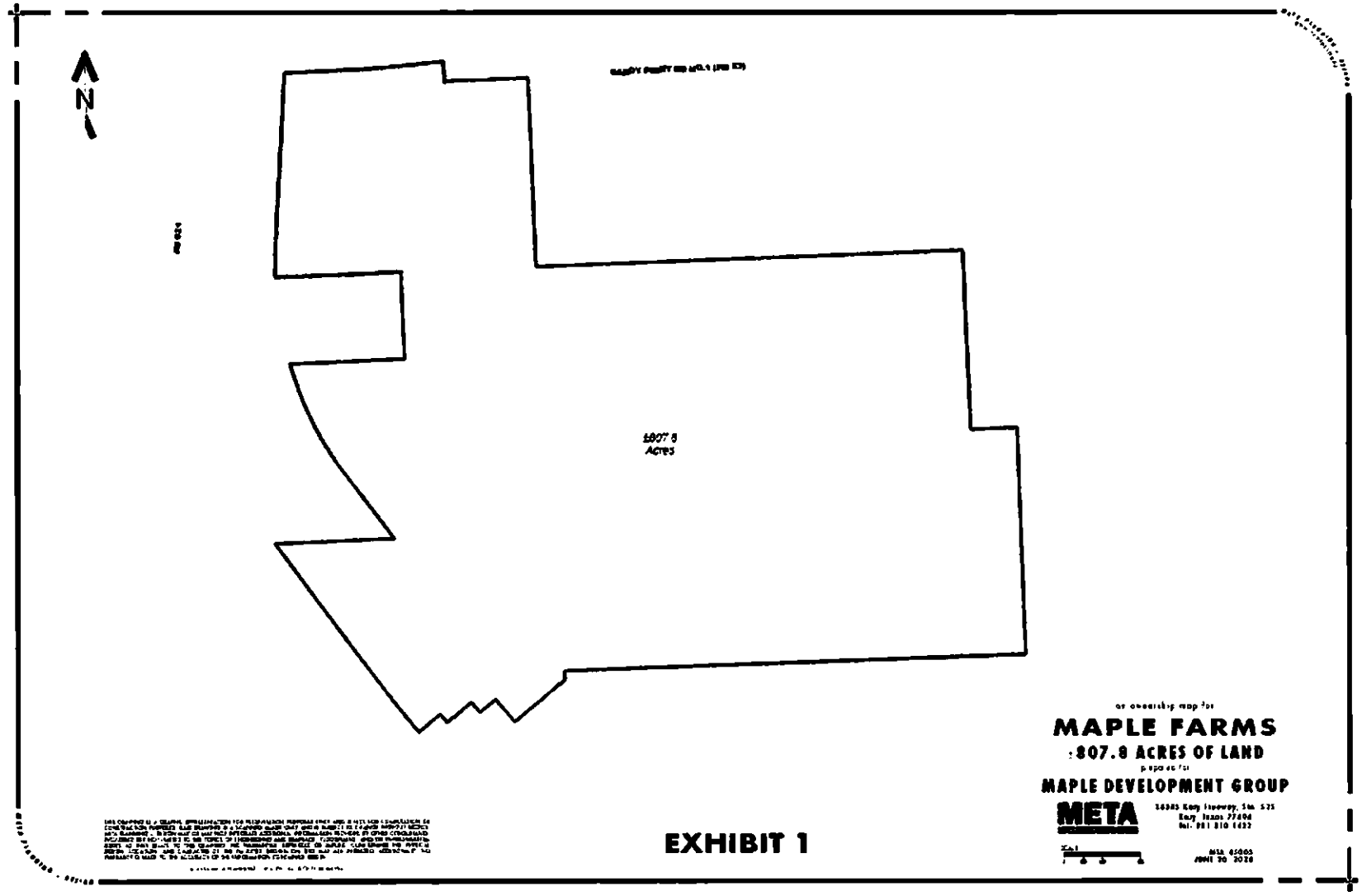


EXHIBIT 1

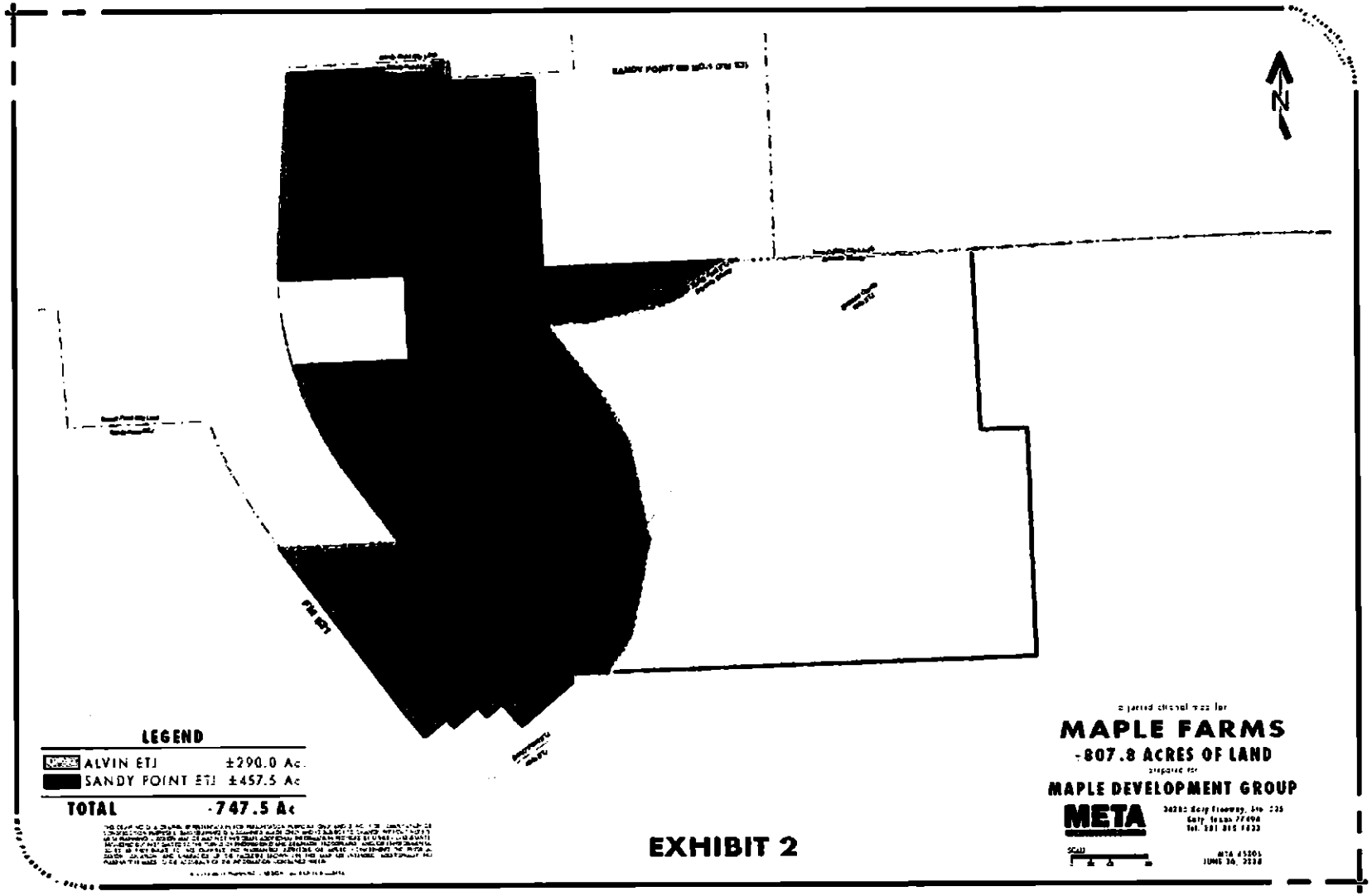


EXHIBIT 2

II. DEVELOPMENT PLAN

A. Purpose & Intent

The purpose of the Development Plan is to clarify planning considerations within the plan area and guide the implementation of the vision for the community. It will also establish a framework for the Project by identifying the type, general location, and projected density of the various land uses proposed within the development.

This document describes the goals, objectives, and policies of the Plan of Development, and it clearly illustrates the design principles of the community.

B. Goals & Objectives

The main goal of the Planned Unit Development District is to create a master planned community that features a mixture of uses and a variety of housing types that will encourage attractive and sustainable neighborhoods and attract investment to the area while preserving the existing natural environment.

Key objectives have been established in order to guide development and provide direction for the overall vision of the community. These objectives are as follows:

1. Establish a Strong Community Character

A strong community character will be created by the extensive open space system which will offer neighborhood connectivity within the community as well as access to daily activities, thus reducing dependency on vehicular travel and preserving the rural character of the area.

Strategically located public gathering areas will encourage community activities and enhance the City Council's vision for Iowa Colony's quality of life. A focus on the concept of wellness will be a guiding principle for development.

In addition, the implementation of a community theming plan will establish a strong sense of place by assuring design and visual continuity throughout the community.

2. Provide a Variety of Housing Types

Providing variation of housing types will create a community that attracts individuals from all stages of life. The establishment of this well-balanced population base is critical to the long-term sustainability of the Project and will enhance the social and economic base of the community and compliment all of Iowa Colony.

3. Ensure Quality Development

The Project will ensure the quality of development through the establishment of design guidelines for the community that regulate architectural standards, landscaping, signage, and other common elements of the development.

4. Provide for Orderly Growth

The Project will provide for orderly growth by being sensitive to the natural features of the site and selecting land uses that are appropriate based on site characteristics. Buffering between different land uses will be achieved by parks, greenbelts, landscaping, streets, open space, or drainage features.

In addition, the Project will help the City achieve a highly efficient and cohesive public infrastructure system to better serve Iowa Colony.

C. Zoning/Land Use Plan

1. Proposed Uses & Densities

Successful master planned communities provide a variety of uses and housing options in order to attract residents from all stages of life. The proposed land uses will help to achieve a variety of housing choices in order to create a sustainable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

To implement the conceptual land use plan, the Project will be designated a Planned Unit Development. The land uses within the Planned Unit Development will consist of Traditional Single-Family Residential (TSFR), Patio Home (PH), Townhome (TH), Quads (Q), Alley Products (AP), Multi-Family (MF), Commercial (C), Institutional (I), Mixed-Use (MU), and Parks & Open Space (POS). The various land uses will follow the development requirements for their assigned zoning districts as described in the Zoning Ordinance as of the Effective Date unless otherwise noted throughout this Plan of Development. The land uses may be relocated within the boundaries of the Plan of Development as necessary to address economic and market conditions or future modifications of roadway and drainage alignments. The following is a brief description of these proposed uses.

Traditional Single Family Residential - The Traditional Single-Family Residential category (TSFR) is intended for the development of detached, single family dwelling units. Lot sizes within the Traditional Single-Family Residential category are intended to range in size from 40-foot-wide lots to 70-foot-wide lots or larger with a minimum lot area of 4,600 square feet. Traditional single-family residential will be broken into three categories:

Type I: Type I traditional single-family residential lots will have a minimum lot width of 60-feet and a minimum square footage of 6,600. Typical 60' lots or wider would be encompassed in this residential type.

Type II: Type II traditional single-family residential lots will have a minimum lot width of 50-feet and a minimum square footage of 6,000. Typical 50' and 55' lots would be encompassed in this residential type.

Type III: Type III traditional single-family residential lots will have a minimum lot width of 40-feet and a minimum square footage of 4,600. Typical 40' and 45' lots would be encompassed in this residential type.

Specialty product:

Patio Home – The Patio Home category (PH) provides for the development of single-family dwelling units. Patio homes may have a zero (0) foot side setback on one of the interior lot lines or five (5) feet side setbacks on both sides at the discretion of the developer, but all homes shall be separated by a minimum of ten (10) feet. Patio homes shall have a minimum lot width of 40 feet and a minimum lot area of 4,400 square feet.

Townhome – The Townhome category (TH) provides for the development of attached, single family dwelling units separated by a fire rated wall. Each of the buildings is expected to consist of a minimum of two (2) units with a maximum of eight (8) units and shall be separated by a minimum of ten (10) feet between structures. Each townhome unit shall be platted on an individual lot and shall have a minimum lot width of 22 feet and a minimum lot area of 2,200 square feet.

Quads – The Quads category (Q) provides for the development of four (4) single-family dwelling units taking access from a shared drive. Each lot shall have street frontage, some of which may consist of flag lots overlapping the shared drive. Each lot within a quad shall have a minimum lot area of 3,500 square feet and the four-pack shall have a minimum width of 120 feet.

Alley Product – The Alley Product category (AP) provides for the development of single-family dwellings. The Alley Products may have street frontage and/or alley frontage taking garage access from the alley. Each Alley Product shall shave a minimum lot area of 4,400 square feet and a minimum lot width of 42 feet.

Parks & Open Space – The Parks & Open Space category (P-OS) is intended to provide for the development of recreation and open space areas within the community.

Multi-Family – The Multi-Family category (MF) provides for medium to high density multi-family dwelling units such as apartments, dense detached rental units, and condominiums. The density in the MF category shall not exceed 30 dwelling units per gross acre. Buildings that exceed three stories or thirty five feet in height shall require special approval from the City Fire Marshal.

Commercial – The Commercial category (C) is designed to meet the demand for commercial development along State Highway 288 and/or major thoroughfares or County Roads.

Institutional – The Institutional category (I) is intended to provide for the development of public and private uses that serve the community. Institutional uses may include, but are not limited to, public and private schools, day care facilities, hospitals, churches or other places of worship, etc.

Mixed-Use – The Mixed-Use category (MU) is intended to provide flexibility on individual tracts through the design process. Permitted uses are multi-family, commercial, and institutional, and the regulations are as defined in the corresponding categories.

Land uses may be relocated within the boundaries of the Plan of Development, provided they are in compliance with the overall Plan of Development. The city will be notified of any changes to the Preliminary Land Use Plan. However, the total Parks and Open Space may not decrease more than ten (10) percent without approval of the Planning Commission and City Council. The Parks and Open Space Exhibit shall be the basis for establishing and calculating any changes to the parks and open space land use by future administrative approvals as described in the administrative section of this Plan of Development.

The table below illustrates the primary Residential Land Use categories with their respective range of typical lot widths (measured at the building setback line) and the proposed product mix for the overall development. An estimated projected lot count by category is included within the table along with an allowable deviation percentage that would not require a resubmittal or amendment to the Plan of Development to City Council. Additionally, the overall density within the Plan of Development shall not exceed 3.16 units per gross acre and would allow for a potential maximum of 3,000 allowed single-family and multi-family units. Under no circumstances may the number of Type I and Type II lots combined exceed 1,800 units.

Specialty Product is not currently allotted within the table below, but the Developer reserves the right to reallocate the proposed Product/Lot mix from other residential land use categories should there be Market/Builder interest in any given Specialty Product type. Any reallocation would be in compliance with the allowed deviation percentages shown below or would require an amendment to the Plan of Development.

Residential Land Use Type	Lot Width (Typical)	Proposed Lot Mix (by Lot Counts)	Allowed Deviation
Type I	60.0′ +	41%	+/- 5%
Type II	50.0′ – 59.9′	38%	+/- 10%
Type III	40.0′ – 49.9′	21%	+/- 10%

D. Benefits to the City of Iowa Colony

The Plan of Development will help meet the demand for quality residential and commercial development as the City of Iowa Colony continues to grow and will enable the City to achieve its vision for the future.

Master planned communities provide tremendous benefits for cities over traditional "piecemeal" development. Property values in master planned communities tend to be greater and more stable than property values outside of master planned communities, providing cities with a greater ability to plan and fund services. Additionally, residents of master planned communities typically call upon public services, including public safety, at a lower rate than in other areas that are not master planned, deed restricted, and managed by strong homeowner's associations. Most importantly, master planned communities bring stability and predictability that facilitate a city's long-range planning and financial objectives.

The incorporation of institutional uses and community recreation centers within the Project will enhance the quality of life in Iowa Colony by promoting community activities and involvement. The rural character of the area will be preserved by creating an extensive system of greenways and drainage corridors providing an extensive open space and trail network. By creating an environment that encourages people to form bonds and share experiences, the Project will establish a cohesive community of people that blends with and preserves Iowa Colony's values.

In addition, the Project will help create the "rooftops" necessary to drive the commercial development planned in Iowa Colony, which will generate sales tax and personal property tax revenue for the City.

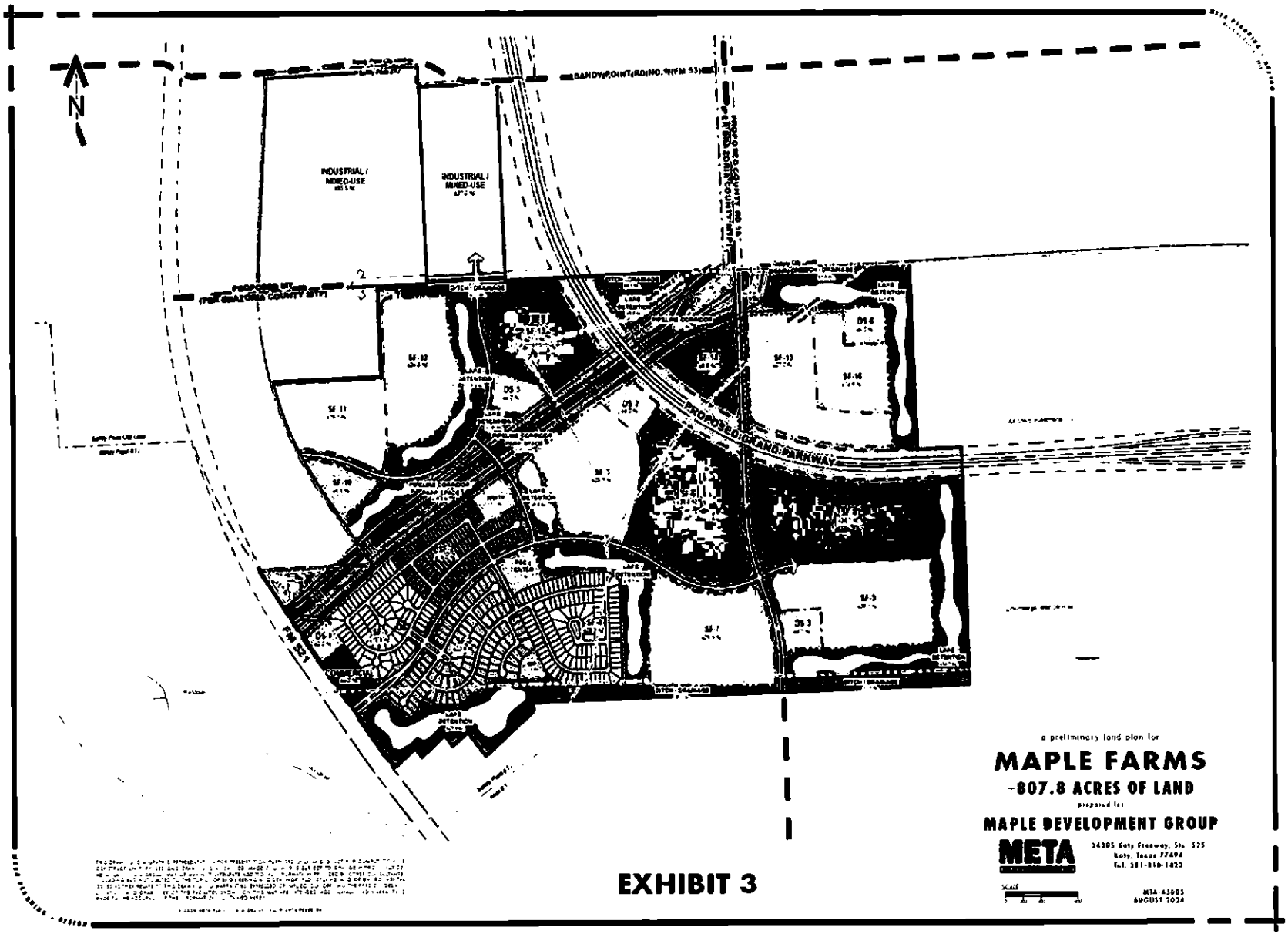

N
INDUSTRIAL / MIXED-USE
INDUSTRIAL / MIXED-USE
PROPOSED MAJOR COLLECTOR
PROPOSED MAJOR COLLECTOR
FM 521
a preliminary land plan for
MAPLE FARMS
-807.8 ACRES OF LAND
prepared for
MAPLE DEVELOPMENT GROUP
META
24285 Katy Freeway, Ste 525
Katy, Texas 77494
Tel: 281-810-1422
META-A3065
AUGUST 2024

EXHIBIT 3

E. Transportation

The Project will establish a transportation network consisting of streets and other forms of transportation designed to meet the mobility needs of the community and to compliment the development of Iowa Colony.

1. Existing Access

The Project lies along FM 521 as its western boundary and has access from CR 53 aka Sandy Point Road 1 for part of its northern boundary. Future TX-99 (Grand Parkway) will bisect the tract from north to east with a large curve. Future Creekhaven Parkway and Ames Road will cross the tract in east-west and north-south directions respectively.

2. Street Hierarchy

The street system in the 949 Ac SH 288 Tract will consist of a hierarchy of streets ranging from major thoroughfares to alleys. The intent of the system is to establish a series of streets that are sized appropriately for the land uses that they serve and to direct traffic within the community to the collector streets and major thoroughfares while discouraging any negative impact on residential neighborhoods and surrounding properties. The following is a brief description of street types that may be implemented within the 949 Ac SH 288 Tract:

Major/Minor Arterials – Major Arterials are intended to serve as principal thoroughfares identified as Major Arterial Streets on the City's Thoroughfare Plan.

Major/Minor Collector Streets – Collector Streets are intended to help distribute traffic between major thoroughfares and other collector streets and are identified as Collector Streets on the City's Thoroughfare Plan.

Local Streets – Local Streets are designed to provide access to residential lots and shall have a 10' public utility easement on both sides of the right-of-way when the right-of-way is 50-feet in width.

Private Streets (Type 1) – Type 1 Private Streets will be privately maintained and may be gated. The right-of-way for Type 1 Private Streets shall be identified as a 50-foot-wide permanent access easement (PAE) and public utility easement (PUE) in order to allow for public utility service. Any gates shall be equipped to provide for police, fire, and emergency access.

Private Streets (Type 2) – Type 2 Private Streets may be used in lieu of local streets to provide access to more dense types of housing such as patio homes, townhomes, or condominiums. Type 2 Private Streets will be privately maintained and may be gated. Any gates shall be equipped to provide for police, fire, and emergency access. Underground utilities

may be designed and constructed under the pavement section but must be privately maintained.

Alleys – Alleys may be commercial or residential and are intended to provide vehicular access to the side or rear of buildings or properties that front on a local street, or type 1 or type 2 private street.

3. Minimum Right-of-Way Widths & Paving Sections

Streets within the Project shall conform to the EDCM except as identified in the following standards:

TABLE 1

Minimum Right-of-Way Width & Paving Sections

	Minimum Right-of- Way Width	Standard Paving Section (Measured from back of curb to back of curb)
Local Street	50 feet	28 feet
Private Street (Type 1)	50 feet	28 feet
Private Street (Type 2)	28 feet	28 feet
Private Alley	20 feet	14 feet[1]

1) Paving for alleys shall be measured from pavement edge to pavement edge, as curbs are not provided.
2) Where the local street right-of-way is fifty feet (50') in width there shall be a 10' public utility easement on both sides of the right-of-way.

4. Street Design Criteria

Streets within the project shall conform to the EDCM except as identified in the following standards:

Cul-de-sacs: Cul-de-sac streets within residential areas shall be measured along the centerline of the street from the nearest intersecting street to the center of the terminus bulb. The maximum length of cul-de-sacs in residential areas shall be determined by the number of vehicle trips generated per day, which shall not exceed 350. For the purposes of this requirement, the following standard shall apply:

Detached Units – 10 vehicle trips per day per unit (35 units)

Attached units – 8 vehicle trips per day per unit (44 units)

In no case shall cul-de-sacs exceed 800 feet in length.

Landscape "islands" having a maximum radius of sixteen (16) feet shall be permitted within cul-de-sac bulbs.

Cul-de-sacs in non-residential areas shall be considered on a case-by-case basis by the City's Designated Official.

Intersections: Streets and alleys shall be designed to intersect as nearly as possible to right angles.

No street or alley shall intersect any other street at less than 70 degrees.

Right-of-way lines at intersections of major thoroughfares and collector streets shall transition with a minimum 30-foot or 35-foot radius curve. Right-of-way lines at intersections of neighborhood collector streets, local streets, type 1 private streets, and type 2 private streets shall transition with a minimum 25-foot radius curve.

Where alleys (either public or private) intersect with local streets, type 1 private streets, or type 2 private streets, property lines shall transition with a minimum 15-foot radius curve and shall have a minimum 15-foot radius paving transition.

Curves: Curves along major thoroughfares shall be designed to meet or exceed minimum AASHTO standards. International Transportation Engineers (ITE) Context Sensitive Solutions shall be allowed.

Curves along collector streets shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 100 feet.

Curves along local streets shall have a minimum centerline radius of 100 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This standard shall not apply to "L type" intersections (corner turns). These types of intersections shall have a minimum centerline radius of 50 feet.

Block Length: Major thoroughfares shall have a maximum block length of 2,600 feet with the following exception:

Major thoroughfares that run parallel to drainage features having a minimum width of fifty (50) feet shall have a maximum block length of 4,000 feet.

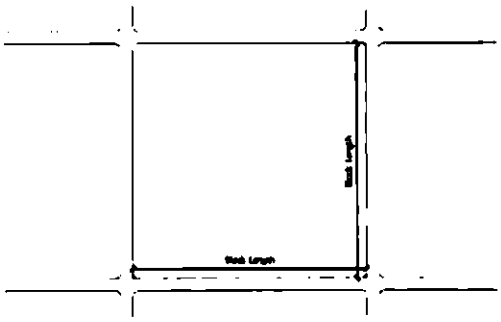
Collectors shall have a maximum block length of 1,800 feet and local streets shall have a maximum block length of 1,200 feet with the following exceptions:

Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan and within the boundaries of the development.

The maximum block length along pipeline easements or drainage features having a minimum width of 50 feet shall be 2,000 feet.

The maximum block length along pipeline easements or drainage features having a minimum width of 225 feet shall be 4,000 feet.

Block length shall be measured between intersections from edge of right-of-way to edge of right-of-way.



Traditional Block Length Measurement

Curvilinear Block Length Measurement

In cases where multiple blocks may exceed 1,200 feet, a pedestrian crossing will be provided having a minimum width of twenty (20) feet, as such a connection would significantly improve overall pedestrian circulation within the development.

Points of Access: All subdivision sections containing more than thirty-five (35) lots shall have a minimum of two points of access. A divided or boulevard entry consisting of two (2) minimum 20-foot-wide travel lanes separated by a median having a minimum width of 14 feet shall be acceptable in all circumstances and shall be considered two points of access for these purposes, provided that the divided paving section extends to the first intersecting street that is not a cul-de-sac and continues to provide two points of access to all other parts of the subdivision except cul-de-sac streets. Parking along the divided entry shall be prohibited. A divided or boulevard entry with a loop shall be considered two points of access. If the loop is not completed and there are over thirty-five (35) lots, a temporary emergency access easement shall be provided until such point that the loop has been completed.

All subdivision sections, regardless of the number of lots, will require a minimum of two points for emergency protection access. One of the

points may be a gated driveway with a 911 emergency gate/KNOX lock box system for emergency protection personnel use only.

Lot Frontage: Each single-family residential unit as defined above shall have frontage on a local street, type 1 private street, type 2 private street or common area.

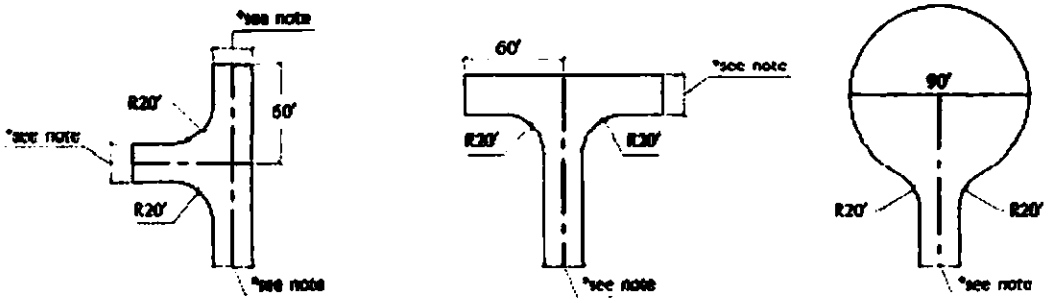
Lots that front on a common landscaped area must have vehicular access provided by a local street, type 1 private street, type 2 private street, or an alley from the side or rear. In addition, the common landscaped area must have a minimum dimension of twenty (20) feet.

Lots may not have direct vehicular access to a major thoroughfare or collector street unless the lot is one acre or greater in size and provides a turnaround that prohibits vehicles from backing onto the major thoroughfare or collector.

Dead-End Streets: Type 2 private streets may extend up to 200 feet without a turnaround. Dead-end Type 2 private streets that exceed 200 feet in length shall provide a turnaround in accordance with the diagram shown below. Dead-end streets other than Type 2 Private Streets shall be terminated with a cul-de-sac.

Dead-End Alleys: Residential alleys may extend up to 200 feet without a turnaround. Dead-end residential alleys that exceed 200 feet in length shall provide a turnaround in accordance with the diagram shown below. Non-residential alleys may not dead-end.

TYPE 2 PRIVATE STREET & ALLEY TURNAROUND OPTIONS



"L" Turn-Around "T" Turn-Around Turn-Around

*Note: Dimension shall match the corresponding paving width.

Any deviation from this section shall be considered on a case-by-case basis and shall

require written approval from the City's Designated Official.

5. Street Sidewalks

Sidewalks shall be provided in accordance with the following schedule:

TABLE 2

Sidewalk Requirements

Street Type	Minimum Requirement		
Major Arterial	6-foot sidewalks shall be provided on both sides of the street	**OR**	An 8-foot sidewalk shall be provided on one side of the street
Major Collector	6-foot sidewalks shall be provided on both sides of the street	**OR**	An 8-foot sidewalk shall be provided on one side of the street
Minor Collector	5-foot sidewalks shall be provided on both sides of the street	**OR**	A 6-foot sidewalk shall be provided on one side of the street
Local Street	5-foot sidewalks shall be provided on both sides of the street		
Private Street (Type 1)	5-foot sidewalks shall be provided on both sides of the street		
Private Street (Type 2)	5-foot sidewalks shall be provided on both sides of the street		

* 6-foot sidewalks shall be provided at bridge crossings.

Generally, sidewalks should be constructed within the right-of-way. However, sidewalks along Type 2 Private Streets shall be constructed on private property within a sidewalk easement located within 10 feet of the edge of paving. Sidewalks adjacent to open space areas and pipeline corridors may meander between the right-of-way and open space when desired. When separate trails exist or are proposed on an adjacent reserve of open space area, parallel sidewalks shall not be required provided that the trail is constructed of concrete. If a sidewalk is provided on only one side of the street and it meanders outside the right-of-way, it must return to the right-of-way at least every 1,400 feet.

Deviations from the above schedule will be considered on a case-by-case basis, subject to approval by City's Designated Official.

6. Traffic Signalization

A Traffic Impact Analysis will be required to determine if traffic signals are warranted. If it is determined that a signalized intersection is warranted per the Engineering Design Criteria Manual, the Developer shall fully fund the traffic signal at the affected intersection(s). If a traffic signal is not warranted, the Developer shall have no obligation to fund design or construction for that intersection.

F. Parks, Open Space & Trails

1. Parks & Open Space

Parks and Open Space are the central feature of the City's vision for Iowa Colony and the community. The Project will provide connectivity within and among the internal subdivisions as well as to other developments in Iowa Colony. Within the Project, several mitigation areas and man-made detention basins will be created that will extend into the community through trail connections and/or pedestrian/bicycle paths. These detention basins will be contoured and landscaped to a standard commensurate with typical developments in the greater Houston area, forming the backbone of the open space system and providing a common greenway core that binds the community together.

In addition to the greenway network, many active recreational facilities will be developed and built within the Project, ranging from small pocket parks to the larger neighborhood parks which will be connected through an extensive pedestrian trail system. This will provide ample areas for recreational activities. The Parks, Open Space, & Trails Plan illustrates the proposed parks and open space areas within the Project.

The City of Iowa Colony Zoning and Ordinance for planned unit development regulations require that 1 acre per 54 dwelling units be dedicated to parkland and compensating open space (COS). Based on a total unit count of 2,500 units, the projected requirement for the Project is 46.0 acres.

Approximately 258.0 acres of land within the Project is planned to be designated as parks and open space, as shown in the proposed Parks Plan and will include passive parks, neighborhood parks, recreational centers, tot lots, pipeline easements corridors, drill sites, lakes, creeks, drainage channels, detention basins, and landscape and open space networks. The parks requirement will be fulfilled with the implementation of the Parks Plan. All land which is dedicated for the purpose of fulfilling the parkland/ compensating open space requirements will be credited at 100%, except for drainage/detention, creeks, and detention areas, which will be credited at 50%.

The drainage and detention system within the Plan of Development will be amenitized by providing open space and trail connectivity between the different land uses and neighboring developments. The drainage and detention areas will not only enhance the aesthetic quality of the environment, they will provide connectivity through the development and provide numerous opportunities for enjoyment by the residents.

The recreation and open space areas will also provide separation, buffer zones, and transitions between areas and types of development.

Parks will be owned and maintained by the City, District, or Home Owner's Association. Other than a few private areas, such as Recreation Centers and pools, all parks and open space areas will allow general public use. The trail system around and through the community will be accessible to the public along with any improvements to detention areas or other open space. Open space areas shall include pipeline and utility easements, drainage ways, and wet and dry detention areas.

The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual parks or open spaces may be moved or combined as the design and development of the Project moves forward. The parkland and compensating open space requirements will not be required within individual sections/neighborhoods as long as each section is in accordance with the Parks and Open Space plan and when considered for the overall project as a whole.

2. Trails

In addition to the required street sidewalks, the Project will feature an extensive trail system that will extend throughout the community providing access to the various destination centers, including commercial areas, recreation centers, schools, and parks. This system may be comprised of both paved and unpaved trails and will be linked to the required sidewalks throughout the community. The trail system within the Project will be maintained by the City, District, or Home Owner's Association.

The Parks, Open Space, & Trails Plan identifies the proposed location of trails within the Project. Trails may be paved or unpaved and constructed of materials that are appropriate for the specific application. The Parks, Open Space, & Trails Plan is preliminary in nature. The specific location of individual trails may be moved or combined as the design and development of the Project moves forward.

3. Tree Preservation

The subject property is largely agricultural fields, with only a few areas being partially wooded. Of these wooded areas, the majority of the vegetation appears to be new growth trees and brush, with none appearing to be significantly sized shade trees or being of any cultural significance that would cause any existing trees on the property to be designated as protected trees under the City's tree preservation guidelines.

As part of the development's landscape design, the developer will implement an overall landscape plan to promote increased biodiversity, habitat creation, and naturalistic planting areas throughout the development for the added benefit and use of future residents and fauna. These plantings along with the Parks, Open Space, and Trails Plan will create strong pedestrian connections throughout the development and promote the creation of greenways and other trail systems similar to the idea of the Green Corridors as described in the City's UDC.

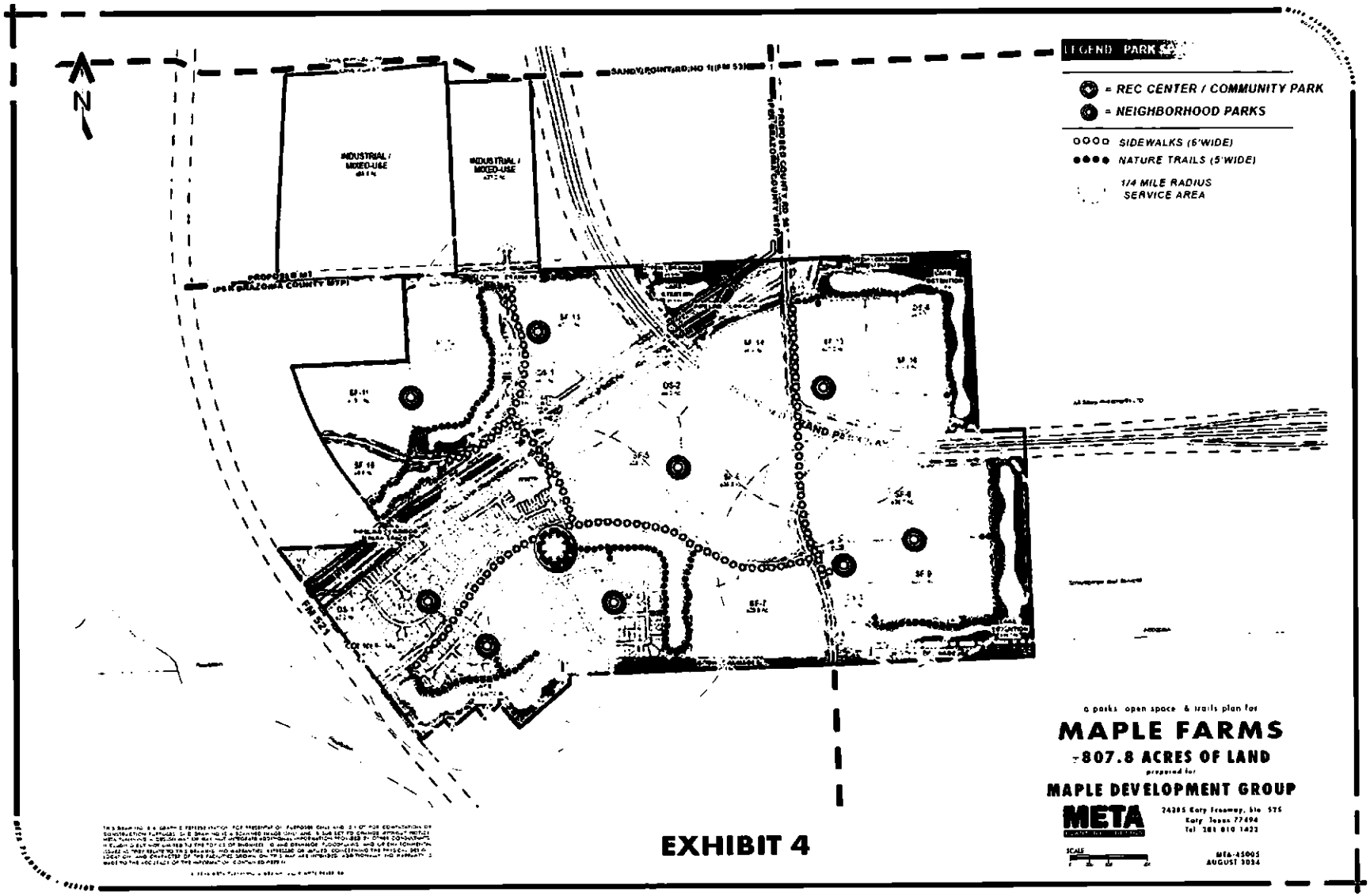


EXHIBIT 4

G. Infrastructure

1. Municipal Utility Districts

The Project will be served by one or more municipal utility districts. These districts will be responsible for the design and construction costs of certain public water, storm, drainage, and recreation facilities for the project. The City of Iowa Colony will assume the maintenance and operation of the public water and sanitary sewer, storm drainage lines, and streets. The municipal utility district(s) and/or the homeowners association(s) created to serve the property within the Project own and operate all parks and open space facilities within the Project.

2. Water

Water service will be provided by one or more groundwater plants within the community. Water will be distributed by a central water distribution plan designed in accordance with the City of Iowa Colony's Engineering Design Criteria Manual.

3. Wastewater

Wastewater service will be provided by a temporary wastewater plant within the community until such time that the municipal utility district constructs (or funds the construction of) a permanent wastewater treatment plant as required by the Utility Functions Agreement entered into by and between the City of Iowa Colony and the Developers. The sewer collection system will be designed in accordance with the City of Iowa Colony's Engineering Design Criteria Manual and Brazoria County Drainage District Number 5.

4. Storm Drainage & Detention System

The storm drainage system will consist of a network of closed conduit storm sewers draining to surface swales, conveyance channels, and detention ponds. The detention ponds will outfall to an existing Brazoria County Drainage District No. 5 ditch. The drainage system will be designed in accordance with the City of Iowa Colony's Engineering Design Criteria Manual.

5. Flood Plain Management

A portion of the tract lies within a defined floodplain by the FEMA FIRM maps. Any development proposed in the floodplain will meet FEMA and the Floodplain Administrator's design criteria for development within the floodplain.

6. Other Utilities

Electrical service for the community will be provided by CenterPoint. Gas service will be provided in the community. High speed internet service will be provided in the community.

7. Schools

The Project is located partially within the Alvin Independent School District and partially within the Angleton Independent School District.

8. Homeowner's Association & Architectural Review Committee

A Master Homeowner's Association (HOA) will be created to promote community involvement, maintain common areas, and to enforce deed restrictions and covenants. Copies of these restrictions and covenants will be provided to the City. The City of Iowa Colony will in no way be responsible for the enforcement of these private covenants.

In addition to the HOA, an Architectural Review Committee (ARC) will be established to ensure conformance to the development standards contained within the Plan of Development and enforce any additional design guidelines which shall be established separately.

There may be additional sub-homeowner associations, and Property Owner's Associations (POA) may be established for non-residential property owners for the same purposes as Homeowner's Associations.

H. Project Phasing

The phasing strategy for the Project provides a balanced approach relative to anticipated market demands. The Project Phasing Plan illustrates the proposed phasing plan for the Project. This plan is subject to change based on market demands, availability of infrastructure, physical encumbrances, or legal limitations. The City will be notified of any changes to the Project Phasing plan but will not require a resubmittal of the initial proposed Phasing Plan in the exhibit below.

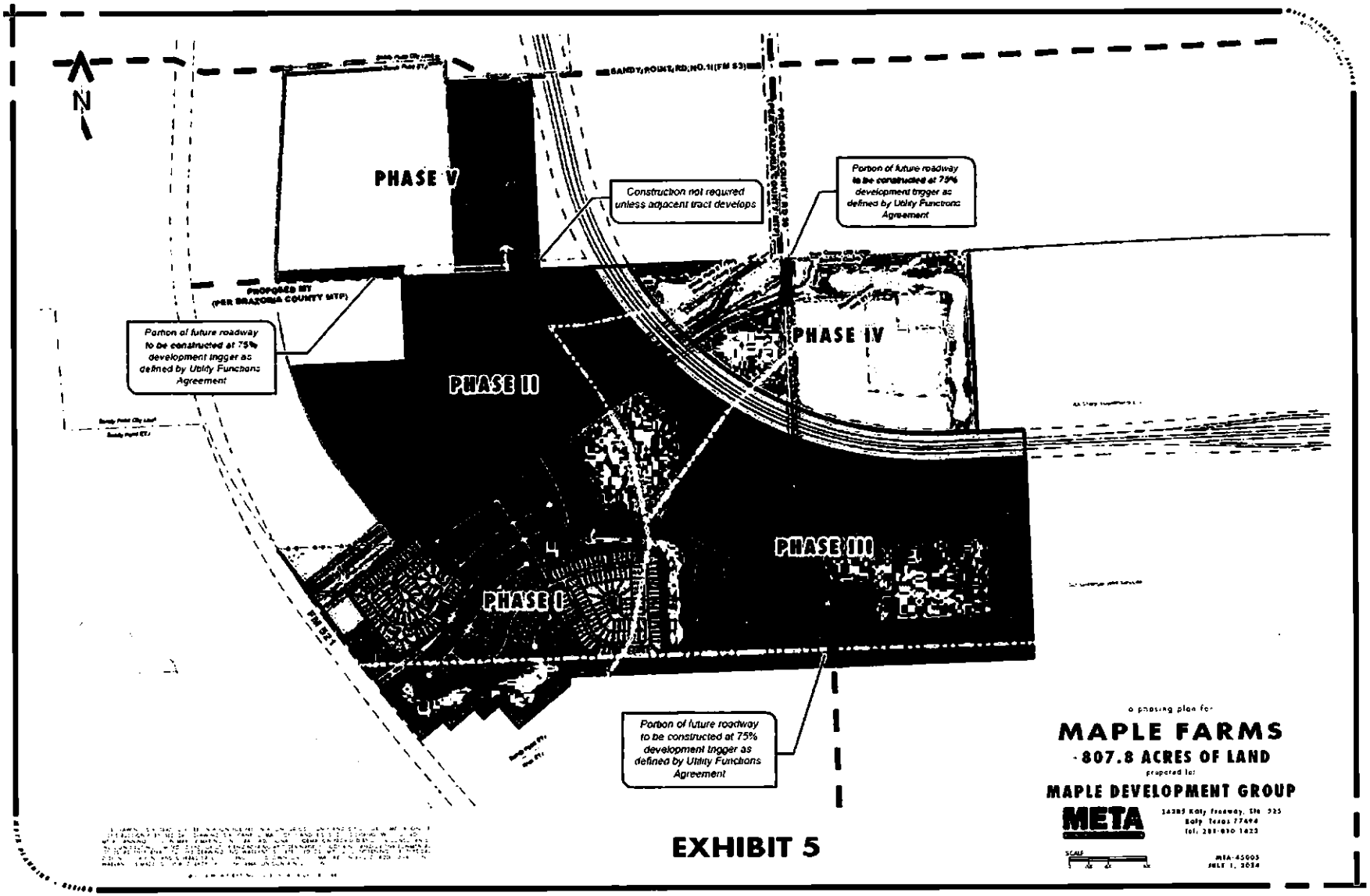


EXHIBIT 5

III. DEVELOPMENT REGULATIONS

A. Purpose & Intent

The purpose of the development regulations is to serve as the primary means of achieving the goals and objectives of the Development Plan.

They are designed to establish clear minimum development standards while providing a reasonable amount of flexibility in order to accommodate future needs.

B. General Provisions

1. Applicability

The regulations contained herein shall apply to all property located within the boundaries of the Plan of Development. Appendix 1 contains the legal description of the Property. All construction and development within the Plan of Development area shall comply with applicable provisions of the City of Iowa Colony codes and ordinances as they exist on the date of adoption of this Plan of Development and the laws of the State of Texas, except as modified within this document or within any mutually agreed amendments to this Plan of Development. Any future amendments by the City to their UDC, Zoning Ordinance, PUD Ordinance or any other applicable ordinance governing the development of property will not be applicable to this development with the exception of updates to the Engineering Design Criteria Manual or any applicable codes related to public safety. Where conflicts or differences exist between this Plan of Development and other City Ordinances, the Plan of Development shall be the governing document.

If specific development standards are not established or if an issue, condition, or situation arises or occurs that is not clearly addressed or understandable in the Plan of Development, then those regulations and standards of the City of Iowa Colony codes and ordinances that are applicable for the most similar issue, condition, or situation shall apply as determined by the City's Designated Official. Appeal of any determination regarding applicability may be made to City Council.

This Plan of Development may be amended by the same procedure as it was adopted, by ordinance. Each amendment shall include all sections or portions of the Plan of Development that are affected by the change.

2. Additional Uses

In the event that a proposed use has not specifically been listed as a permitted use in a particular land use category within the Plan of Development, it shall be the duty of the City's Designated Official to determine if said use is: 1) consistent with the intent of the land use category; and 2) compatible with other listed permitted uses.

3. Non-Conforming Land Uses

Where, at the adoption of this Plan of Development, a lawful use of land exists which would not be permitted by the regulations imposed by this Plan of Development, such use may continue so long as it remains otherwise lawful, provided:

- No non-conforming use shall be enlarged, increased, or extended to occupy a greater area of land than was originally occupied at the date of adoption of this Plan of Development.

- No non-conforming use shall be moved, in whole or in part, to any lot or parcel within the Plan of Development.

- If any non-conforming use ceases for a period of more than 180 days, any subsequent use of the land shall conform to the regulations established by this Plan of Development.

- No additional structures shall be erected in connection with any non-conforming use that does not conform to the regulations established by this Plan of Development.

4. Non-Conforming Structures

Where, at the adoption of this Plan of Development, a lawful structure exists which would not be permitted by the regulations imposed by this Plan of Development, such structure may continue to exist so long as it remains otherwise lawful, provided:

- No non-conforming structure shall be enlarged, increased or extended beyond its size at the date of adoption of this Plan of Development.

- In the event that any non-conforming structure or non-conforming portion of a structure is destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the regulations established by this Plan of Development.

- No non-conforming structure shall be moved, in whole or in part, to any lot or parcel within the Plan of Development.

5. Existing Utilities

Existing utilities and all uses allowed by existing easements shall continue to be permitted in all designations within the Plan of Development.

6. Drill Sites

The proposed drill sites (the Drill Sites) are within the Project as currently planned and designed to provide access to the mineral estate as the Project develops. The Drill Sites are essential to the orderly and efficient development of the Project, now and in the future. The Drill Sites will be administratively created through an established process with the Railroad Commission of Texas (the Commission) in coordination with specialist attorneys/consultants and representatives of the mineral owners who elect to participate in the process. The size, location, and necessary additional easements to access the Drill Sites have been designed in keeping with the best practices used

throughout the oil and gas industry for this purpose. Upon issuance of a final order by the Commission establishing Drill Sites and related easements for the Property pursuant to Chapter 92 of the Texas Natural Resources Code, entitled "Mineral Use of Subdivided Land" and Commission Statewide Rule 76 (the Final Order), the City will acknowledge and accept all of the Drill Sites and related pipeline and access easements as described in the Commission's Final Order as supplanting, in all respects regarding the Property, the application of City of Iowa Colony Ordinance No. 88-1.

Any future surface operations conducted by a mineral interest owner, its lessee, or assign on the Property will be limited to the areas of these designated Drill Sites. Oil and gas exploration and production operations on the Drill Sites shall be permitted provided that such operations comply with the Commission's Final Order and all other applicable Commission regulations in effect at the time the individual permits are approved by the City. In the event of a conflict between the terms of the Commission's Final Order and City Ordinance 88-1, the terms of the Final Order shall control.

Until such time as these Drill Sites are used for oil and gas operations, the developers may utilize the Drill Sites as public open spaces for recreational/park space and may construct non-permanent facilities on such Drill Sites, including trails, sidewalks, parking areas, or other similar non-permanent facilities, at the discretion of the developers.

7. General Development Plan

A general development plan illustrating all contiguous property under one ownership or under common control or legal interest shall be submitted for approval of the Planning Commission prior to or simultaneously with the application for the first preliminary subdivision plat. The General Development Plan shall show the following:

- The alignment of any major thoroughfares and collector streets in accordance with the City's Thoroughfare Plan.
- All recorded easements
- Other proposed streets that are necessary to demonstrate an overall circulation system for the development
- Proposed land uses and public facilities

The General Development Plan shall eliminate the requirement of a master preliminary plat set forth in the City of Iowa Colony Subdivision Ordinance. At a minimum, a new general development plan will be submitted to the City for review with each phase. Preliminary plats shall be required for each section of development with the exception of minor plats as defined by state law.

Preliminary plats should generally conform to the General Development Plan. Any significant change, as determined by the City's Designated Official, shall require the submittal of a revised general development plan for approval by the Planning Commission.

8. Mass Grading & Construction of Detention

The developer shall be permitted to commence clearing and grubbing without platting but must have approved plans and permits. Detention and mass grading will be commenced upon approval of drainage study, construction plans, and permits. For road construction, grading may commence upon the approval of construction drawings and permits. Preliminary plat approval will be required to commence roadway construction. However, prior to any grading activity a Storm Water Pollution Plan must be submitted, and any required City of Iowa Colony grading permits must be obtained. The City may issue the necessary permits prior to the approval of construction plans and plat recordation with the understanding that any grading performed under these circumstances shall be at the risk of the developer.

9. Temporary Uses

Temporary uses conducted in connection with the development of the property shall not require zoning permits from the city, but will require health and safety permits (electrical, plumbing, structural, HVAC, etc.). All temporary uses must be approved by the developer or the Architectural Review Committee. These uses may include, but are not limited to:

- Sales office
- Construction office
- Construction/storage yards
- Construction roads
- Fencing
- Water pumps and ponds
- Concrete batch plants or rock crushing operations and equipment for the processing of on-site materials provided such operations:

  a.) Maintain a 1,000-foot separation between all operations or storage and the nearest occupied residence;

  b.) Limit hours of operation to between 7:00 a.m. and dusk, Monday through Friday;

  c.) Do not include the import or export of materials except as to be used on the property or for off-site improvements related to the project; and

  d.) Are enclosed by a solid/opaque fence having a minimum height of six (6) feet.

Notwithstanding the foregoing, manufactured or mobile homes may be placed on the Property for the following uses only: (1) for use by residents who intend to vote in a confirmation election (which may include other ballot initiatives), or (2) for use as a

construction office or trailer in connection with the construction of improvements to serve the Property.

10. Design Guidelines

Design guidelines will be created which will address site and building design within the Project. The purpose of these guidelines will be to preserve the character of Project by establishing high quality design standards for development. Copies of these guidelines will be provided to the City prior to the preliminary plat submittal of any single-family residential sections.

11. Lighting

All lighting within the Project will be subject to standards established in the project design guidelines. These standards will help to ensure that attractive, high-quality lighting is provided throughout the community.

12. Screening and Fencing

All screening and fencing within the Project will be subject to standards established in the project design guidelines. The screening and fencing standards will help to establish and maintain tasteful screening and fencing throughout the community that will withstand the pressures of time and nature.

13. Architectural Standards

The architectural standards within the Project will be subject to standards established in the project design guidelines. The architectural standards will help to assure that buildings within the community are of a high quality and are aesthetically appealing.

C. Development Standards

1. Traditional Single Family Residential (TSFR)- Type I

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Permitted uses:

- Accessory structures
- Community centers
- Drill sites
- Entry features & monuments
- Institutional uses
- Minor utilities

Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupations

Minimum Lot Area: 6,600 square feet

Minimum Lot width: 60 feet at the building setback line

Minimum Setbacks:

Front: 20 feet

20 feet on cul-de-sacs and knuckles regardless of lot width

5 feet for lots that front on a common area

Rear: 10 feet**

Side: 5 feet**

Corner: 10 feet*

*Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet.

**One Story accessory structures may be set back three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement. Accessory structures greater than one story in height must comply with the minimum setback requirements.

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

2. Traditional Single Family Residential (TSFR)- Type II

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Permitted uses:	Accessory structures
	Community centers
	Drill sites
	Entry features & monuments
	Institutional uses
	Minor utilities
	Open space
	Parks
	Recreational facilities
	Religious assembly
	Single family homes
	Temporary uses
	Home Occupations
Minimum Lot Area:	6,000 square feet
Minimum Lot width:	50 feet at the building setback line
Minimum Setbacks:	
Front:	20 feet
	20 feet on cul-de-sacs and knuckles regardless of lot width
	5 feet for lots that front on a common area
Rear:	10 feet**
Side:	5 feet**
Corner:	10 feet*

*Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a

minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet.

**One Story accessory structures may be set back three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement. Accessory structures greater than one story in height must comply with the minimum setback requirements.

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

3. Traditional Single Family Residential (TSFR)- Type III

Purpose: The Traditional Single-Family Residential category is intended for the development of detached, single family dwelling units and compatible uses. This district is designed to allow a variety of housing choices in order to create a viable community while allowing for a reasonable amount of flexibility to accommodate ever-changing market demands.

Permitted uses:

Accessory structures

Community centers

Drill sites

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupations

Minimum Lot Area: 4,600 square feet

Minimum Lot width: 40 feet at the building setback line

Minimum Setbacks:

Front: 20 feet

20 feet on cul-de-sacs and knuckles regardless of lot width

5 feet for lots that front on a common area

Rear: 10 feet**

Side: 5 feet**

Corner: 10 feet*

*Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet.

**One Story accessory structures may be set back three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement. Accessory structures greater than one story in height must comply with the minimum setback requirements.

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

4. Patio Home (PH)

Purpose: The Patio Home category is intended for the development of detached, single family dwelling units. Patio homes may have a zero (0) foot side setback on one of the interior lot lines or five (5) feet side setbacks on both sides at the discretion of the developer, but all homes shall be separated by a minimum of ten (10) feet.

Permitted uses: Accessory structures

Community centers

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Patio homes

Recreational facilities

Religious assembly

Single family homes

Temporary uses

Home Occupation

Minimum Lot Area: 4,400 square feet

Minimum Lot width: 40 feet at the building setback line

Minimum Setbacks:

Front: 20 feet*

5 feet for lots that front on a common area

Rear: 10 feet**

Side: Zero (0) feet on one side provided that there is a minimum of ten (10) feet between structures. A minimum of fifteen (15) feet is required between one (1) and three (3) story structures. Five (5) feet side setbacks are also acceptable provided that there is a minimum of ten (10) feet between structures.

Corner: 10 feet*

*Porches (if provided) may encroach into the front setback up to five (5) feet provided they have a minimum depth of six (6) feet. On corner lots, porches may encroach into the side setback up to five (5) feet provided they have a minimum depth of six (6) feet. Where garages face directly onto a street with the garage door parallel to the street, the garage must meet the minimum setback requirement. Side-entry garages where the garage door is perpendicular to the street may be set back a minimum of ten (10) feet. (See lot diagram)

**Accessory structures may be set back three (3) feet from the rear or side property lines provided that they do not encroach into any utility easement.

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements: Single family homes shall comply with the standards established in the Traditional Single-Family Residential category.

5. Townhome (TH)

Purpose: The Townhome category is intended for the development of attached single family dwelling units that are platted on individual lots and are owned fee simple.

Permitted uses:	Attached single family dwelling units
	Institutional uses
	Entry features & monuments
	Minor utilities
	Open space
	Parks
	Patio homes
	Recreational facilities
	Religious assembly
	Single family homes
	Temporary uses
	Home occupation
Minimum Lot Area:	2,200 square feet
Minimum Lot Width:	22 feet at the building setback line
Minimum Setbacks:	
Front:	20 feet if front loaded
	10 feet if rear loaded
	5 feet for lots that front on a common area
Rear:	5 feet

20 feet for lots that front on a common area

Side: Zero (0) foot side setbacks for units that are attached provided that there is a minimum of ten (10) feet between buildings. A minimum of fifteen (15) feet is required between one (1) and three (3) story structures.

Corner: 10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Three (3) stories or thirty-five (35) feet.

Parking Requirement: Shall comply with the parking standards established in this section.

Front loaded townhomes shall provide 0.25 off-street guest parking spaces per dwelling unit. Guest spaces may not be on townhome lots or streets and should be located within 300 feet of units.

Additional Requirements: Buildings shall consist of a minimum of two (2) units with a maximum of eight (8) units.

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

6. Quads (Q)

Purpose: The Quads category (Q) provides for the development of single-family dwelling units. Quads may consist of four (4) lots taking garage access from a shared driveway. Each lot shall have street frontage, and Quads shall have a minimum lot area of 3,500 square feet and a minimum lot width of 120 feet for the four-pack. The rear lots will have frontage through flag staffs which will have the shared driveway overlayed.

Permitted uses: Detached single family dwelling units

Institutional uses

Entry features & monuments

Minor utilities

Open space

Parks

Recreational facilities

	Religious assembly
	Single family homes
	Temporary uses
	Home occupation
Minimum Lot Area:	3,500 square feet
Minimum Lot Width:	120 feet at the building setback line for the four-pack
Minimum Setbacks:	
Front:	20 feet if front loaded
	10 feet if access is from a shared drive
Rear:	5 feet
Side:	5 feet
Corner:	10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet. Three (3) stories may be allowed with fire marshal approval.

Parking Requirement: Shall comply with the parking standards established in this section.

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

7. Alley Product (AP)

Purpose-The Alley Products category (AP) provides for the development of single-family dwellings. The Alley Products may have street frontage and alley frontage with primary garage access coming from the alley. Each Alley Product shall shave a minimum lot area of 4,400 square feet and a minimum lot width of 42 feet.

Permitted uses:	Detached single family dwelling units
	Institutional uses
	Entry features & monuments
	Minor utilities

		Open space
		Parks
		Patio homes
		Recreational facilities
		Religious assembly
		Single family homes
		Temporary uses
		Home occupation
Minimum Lot Area:		4,600 square feet
Minimum Lot Width:		42 feet at the building setback line
Minimum Setbacks:		
	Front:	20 feet if front loaded
		10 feet if rear loaded
		5 feet for lots that front on a common area
	Rear:	5 feet if front loaded
		20 feet if rear loaded
		20 feet for lots that front on a common area
	Side:	5 feet
	Corner:	10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Maximum Building Height: Two (2) stories or 35-feet.

Parking Requirement: Shall comply with the parking standards established in this section.

Buildings shall be separated by a minimum of ten (10) feet.

Each dwelling unit shall be platted on an individual lot.

Single family and patio homes shall comply with the standards established in their respective categories.

8. Multi-Family (MF)

Purpose: The Multi-Family category is intended for the development of medium to high density multi-family dwelling units such as apartments and condominiums.

Permitted uses:	Attached multi-family dwelling units
	Attached single family dwelling units
	Detached single family dwelling units
	Detached multi family dwelling units
	Condominiums
	Institutional uses
	Entry features & monuments
	Minor utilities
	Open space
	Parks
	Patio homes
	Recreational facilities
	Religious assembly
	Single family homes
	Temporary uses
	Townhomes
	Home occupations

Minimum Setbacks:

Front:	25 feet from property line
Rear:	15 feet for habitable structures
	10 feet for accessory structures
Side:	10 feet for habitable structure
	10 feet for accessory structures

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements: Single family homes, patio homes and townhomes shall comply with the standards established in their respective categories.

9. Commercial (C)

Purpose: The Commercial District is intended for the development of service- oriented retail that meets the daily needs of the community.

Permitted uses:

Abstract or title company

Advertising agency

Antique store

Art gallery

Arts and crafts store

Automated Car Washes (e.g., Blue wave, I-shine, White Water)

Automobile repair, minor, no outside work or storage, except for national chains (e.g., Crash Champions)

Bakery

Banks and financial institutions, including drive-through and outdoor ATM facilities

Barber or beauty shop

Bookstore

Cafeteria

Candy store

Catering

Cellular phone sales and repair store

Childcare facilities

Clothing store (no re-used clothing)

Collection agency

Computer sales and repair store

Community centers

Convenience store with or without gasoline, liquor or beer and wine sales

Dance studio

Delivery service

Dental clinic

Department store

Drafting service

Drug store, with or without liquor or beer and wine sales

Dry cleaning storefront, but not dry-cleaning plant

Electronic sales and repair store

Entry features & monuments

Filling station or service station, including oil change and inspection services

Florist shop

Furniture store

Gift shop

Gun shop

Grocery store

Hardware store

Home appliance store

House wares and linens store

Ice retail distributing, but not manufacturing

Institutional uses

Insurance agency

Jewelry store

Laundry storefront, but not laundry plant

Locksmith

Medical clinic

Medical supply store

Minor utilities

Mixed uses (a mixture of uses consistent with this category; not the same as the Mixed Use Zone defined in Subsection 11 below.)

Mortgage company

Motels and Hotels; provided that Motels must be approved through a specific use permit

Motion picture theater, with or without food service, but not drive-in theater

Musical instrument store

Office supply and machinery store and repairs

Open space

Optician or optometrist

Parks

Personal services

Pharmacy

Professional office

Public Facilities

Public safety site

Radio sales and repair

Radio studio (excluding tower)

Record and tape store

Recreational Facilities

Religious assembly

Restaurants and taverns, with or without drive-through facilities

Self-Storage

Shoe store and repair shop

Sporting goods store

Studio (art, music or photo)

Taxidermist

Tailor

Temporary uses

Toy store

	Travel agency
	Tree farms
	Video arcade
Non-Permitted uses:	Auction
	Billboards
	Cemeteries
	Feed store
	Kennel (commercial)
	Massage parlors
	Pawn shop
	Self-service car wash
	Sexually oriented businesses
	Swap meet
	Tattoo shop
	Taxidermist
	Upholstery shop
Minimum Lot Area:	6,000 square feet
Minimum Lot width:	80 feet
Max. Lot coverage:	85 percent
Minimum Setbacks:	
Front:	25 feet
Rear:	10 feet
Side:	10 feet
Corner:	10 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

Setbacks for commercial land uses will be considered minimum setbacks and allow for the siting of commercial structures per the Unified Development Code (Section 3.5.3.1).

Maximum Building Height: Thirty-five (35) feet unless otherwise approved by City Council. All building area above two (2) stories shall be non-habitable and built with non-combustible

material unless approved by the Fire Marshall; provided, however, that distribution centers or logistic centers may have a maximum of fifty (50) feet in height. .

Parking Requirement: Shall comply with the parking standards established in this section.

Commercial building materials and transparency/materials coverage requirements will be dictated through separate commercial guidelines as developed and enforced by Developer and any Architectural Review Committee they or the HOA may establish to govern and enforce said guidelines.

Additional Conditions: Outdoor Display of Merchandise shall be allowed within ten (10) feet of the primary building but shall be limited to merchandise that is customarily sold inside the establishment.

10. Institutional (I)

Purpose: The Institutional category is intended to provide for the development of public and private uses that serve the community.

Permitted uses:	Major utilities
	Minor utilities
	Not for profit hospitals
	Open space
	Parks
	Places of worship
	Public facilities
	Public safety site
	Recreational facilities
	Religious assembly
	Schools (public & private)
	Telecommunication towers
	Temporary uses
	Tree farms
Minimum Lot Area:	5,000 square feet
Minimum Lot width:	50 feet
Minimum Setbacks:	
Front:	25 feet

Rear:	10 feet
Side:	5 feet
Corner:	5 feet

Architectural features may encroach into the setback area a maximum of three (3) feet.

Maximum Building Height: 60 feet. All building area above two (2) stories shall be non-habitable and built with non-combustible material unless approved by the Fire Marshall.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements: Telecommunication towers may not exceed eighty (80) feet in height and shall be set back from property lines a distance equal to or greater than the height of the tower.

Commercial building materials and transparency/materials coverage requirements will be dictated through separate commercial guidelines as developed and enforced by the Developer and any Architectural Review Committee they or the HOA may establish to govern and enforce said guidelines.

11. Mixed-Use (MU)

Purpose: Mixed-Use (MU) lots are intended to provide flexibility through the design process. Permitted uses are residential, commercial, and institutional, and the regulations are as defined in the corresponding categories.

Permitted uses:	Attached multi-family dwelling units
	Attached single family dwelling units
	Detached single family dwelling units
	Detached multi family dwelling units
	Condominiums
	Institutional uses
	Entry features & monuments
	Minor utilities
	Open space
	Parks
	Patio homes
	Recreational facilities
	Religious assembly

Single family homes

Temporary uses

Townhomes

Home occupations

All commercial uses as defined above

Minimum Setbacks:

Front:	25 feet from property line
Rear:	15 feet for habitable structures
	10 feet for accessory structures
Side:	10 feet for habitable structure
	10 feet for accessory structures

Architectural features may encroach into the setback area a maximum of three (3) feet and may not extend more than five (5) feet above the principal structure.

Parking Requirement: Shall comply with the parking standards established in this section.

Additional Requirements: Single family homes, patio homes and townhomes shall comply with the standards established in their respective categories.

12. Parks & Open Space (P-OS)

Purpose: The Parks & Open Space category is intended to provide for the development of recreation and open space areas within the community.

Permitted uses:

Community centers

Drainage ponds and channels

Drill site

Entry features & monuments

Institutional uses

Minor utilities

Open space

Parks

Pipeline easements

Public facilities, excluding major utilities

Recreational facilities

Temporary uses

Tree farms

Minimum Lot Area: None

Minimum Lot width: None

Minimum Lot depth: None

Minimum Setbacks:

Along Major Thoroughfares:	25 feet
Along other streets:	10 feet
Rear:	10 feet
Side:	10 feet

Architectural features may encroach into the setback area a maximum of thirty-six (36) inches.

Max. Building Height: 35 feet. Maximum height may exceed 35 feet if approved by the Fire Chief.

Parking Requirement: Shall comply with the parking standards established in this section.

13. Industrial (IND)

Purpose: The Industrial category is intended to provide for the development of industrial property within the community.

Permitted Uses: Industrial Distribution and/or Industrial Logistics

Light Industrial (e.g., Office Warehousing)

Telecommunication towers

Additional Requirements: Telecommunication towers may not exceed eighty (80) feet in height and shall be set back from property lines at a distance equal to or greater than the height of the tower.

Notwithstanding of any other provision herein, no permit shall be available for the following uses, and such uses are hereby prohibited on the Project: any manufacturing or production activity that is noxious or offensive by reason of emission of odors, soot, dust, gas, fumes, vibrations, electrical or magnetic emissions, noise, or other emissions onto the land of another person, and among others, this shall specifically include the prohibition of concrete batch mixing and concrete crushing facilities.

13. Parking

Parking within the Project shall be provided according to the following schedule:

TABLE 3 **Parking Requirements**	
Land Use	Minimum Requirement
Single family residential	2 enclosed spaces per unit
Patio home	2 enclosed spaces per unit
Townhome	2 enclosed spaces per unit 0.25 guest spaces per unit
Multi-Family	1.333 spaces per 1-bedroom unit
	1.666 spaces per 2-bedroom unit
	2.0 spaces per unit with 3 or more bedrooms
Office (non-medical)	1 space per 250 square feet of gross floor area
Medical office	4 spaces per 1000 square feet of gross floor area
Retail Restaurant	Under 400,000 sf: 4 spaces per 1000 square feet of gross floor area 400,000 sf and over: 5 spaces per 1000 square feet
Tavern	1 space per 45 square feet of gross floor area
Hotel/Motel	1 space per room
Theater/Auditorium/Church/Assembly Hall	0.25 spaces per seat
Stadium	1 space per 4 stadium seats

Deviations from the above requirements shall be considered by the City's Designated Official on a case-by-case basis. Appeals to the Official's interpretation may be made to City Council within thirty (30) days of the date of the determination.

The City's Designated Official shall determine the minimum number of parking spaces required for any use not specified above. Appeals to the Official's interpretation may be made to City Council within thirty (30) days of the date of the determination.

Shared parking should be encouraged where appropriate. Adjustment of the minimum number of parking spaces required to serve a combination of occupancies shall be determined according to the following formula:

1) Determine the parking requirement for each occupancy as though it were a separate use;

2) Multiply each amount by the corresponding percentage for each applicable time period shown in the following schedule:

TABLE 4

Shared Parking Table

	Weekdays			Weekends	
Use	**Night Midnight – 6 a.m.**	**Day 9 a.m. – 4 p.m.**	**Evening 6 p.m. - Midnight**	**Day 9 a.m. – 4 p.m.**	**Evening 6 p.m. - Midnight**
Retail	5%	50%	90%	100%	70%
Hotel/Motel	80%	80%	100%	80%	100%
Office	5%	100%	10%	10%	5%
Restaurant / Tavern	10%	50%	100%	50%	100%
Entertainment / Recreation	10%	40%	100%	80%	100%
All Others	100%	100%	100%	100%	100%

3) Calculate the column total for each time period; and

4) The column with the highest value shall be the parking requirement.

D. Definitions

Accessory structure – any above ground structure that is (1) incidental to and customarily associated with the main structure on the site, and (2) located on the same lot as the principal building. Accessory structures may include, but are not limited to, detached garages and gazebos, but does not include utility or storage sheds.

Alley – a public or private right-of-way that provides vehicular access to buildings or properties that front on an adjacent street.

Architectural feature – an ornamentation or decorative feature attached to or protruding from the exterior wall of a building. Architectural features may include, but are not limited to, windows (e.g., bay windows), chimneys, columns, awnings, marquees, façade, or facia.

Attached housing – a building containing two or more dwelling units.

Banking or financial institution – a chartered financial institution that engages in deposit banking and closely related functions such as making loans, investments, and other fiduciary activities. Drive-up windows and drive-thru automated teller machines (ATM) are permitted as an accessory use.

Block length – the distance measured along a street between two intersecting streets.

Building – a structure used for or supporting any use or occupancy that requires a building permit.

Child care facility – a commercial or non-profit facility that provides shelter, care, activity, and supervision of children for periods of less than 24 hours a day and is licensed by the state.

Community center – a meeting place used by the community in which community members may gather for social, educational, recreational, or cultural activities. Uses include recreation, fitness center, meeting areas, and restaurants with or without alcohol sales. Community center use may be restricted to dues paying members.

Condominium – A single dwelling unit in a multi-unit dwelling or structure, which is separately owned and which may be combined with an undivided interest in the common areas and facilities of the property.

Convenience store – Any retail establishment offering for sale gasoline and a limited line of groceries and household items intended for the convenience of the neighborhood. Automotive washing is permitted as an accessory use. The sale of alcohol is permitted as an accessory use.

Council – Shall mean the City Council of the City of Iowa Colony.

Cul-de-sac - Any street with only one outlet that terminates in a vehicular turnaround.

Designated Official – The individual authorized by the City of Iowa Colony to provide direction and oversight and personally perform duties related to a comprehensive program to protect the

health and safety of citizens and the quality of life by ensuring that planning activities meet appropriate codes, standards and city ordinances.

Detached housing – A site-built building containing only one dwelling unit.

Drill site – A tract of land designated for the purpose of extracting oil or gas comprising a "spacing unit "or "proration unit" as determined by the State Railroad Commission.

District – One or more special water districts to be created on the Property which will operate under the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, and/or chapter 375 of the Local Government Code, together with all amendments and additions thereto. The term specifically shall include a municipal utility district or a municipal management district.

Dwelling unit - Any building or portion thereof which is designed or used exclusively for residential purposes.

Entry features – Primary points of vehicular entry into the Property that are enhanced with landscaping, water features, architectural treatments, and lighting.

Front loaded – Any dwelling unit that takes vehicular access from the street on which it fronts.

Frontage – Frontage shall mean that portion of any lot or tract that abuts a street or approved common area. A lot or tract abutting more than one street shall have frontage on only one street which shall be deemed to be the side having the shortest dimension unless otherwise indicated on the subdivision plat.

General development plan – A plan illustrating all contiguous property under one ownership, legal interest, or common control that identifies the major thoroughfares and collector streets that are necessary to demonstrate an overall circulation system for the property, any recorded easements that affect the property and proposed land use.

Grocery store – A retail establishment primarily selling prepackaged and perishable food as well as other convenience and household goods. The sale of alcohol is permitted as an accessory use.

Gross acreage – Gross acreage shall mean the total area of land inclusive of all encumbrances, including, but not limited to, rights-of-way, drainage ways, pipeline and utility easements, detention facilities, parks and open space areas.

Gross density – A measurement of density based on the calculation of the total gross acres within a subdivided area divided by the total number of dwelling units within that area.

Home occupation – An occupation or activity which is clearly incidental and secondary to use of the premises as a dwelling and which is carried on wholly or in part within a main building or accessory building by a member of the family who resides on the premises. A home occupation use shall not change the residential character of the property or the neighborhood and shall meet all applicable legal requirements. A home occupation may not display signage on the property. No more than one (1) employee may reside off-premises.

Home owner's association (HOA) – A non-profit corporation, established for the purpose of managing and maintaining community property and services within a subdivision. All residential property owners within the subdivision shall be a member of the HOA for that subdivision.

Institutional use – A use designated for public facilities including, but not limited to major and minor utilities, public safety sites, libraries, schools (both public and private), hospitals, churches or other places of worship, and other civic uses.

Knuckle – The projection toward the outside corner of a bend in the right-of-way of that allows for adequate turning movements for emergency and other vehicles.

Landscaping – Planting and related improvements for the purpose of beautifying and enhancing a portion of land and for the control of erosion and the reduction of glare, dust and noise. Rocks and/or gravel, by itself shall not constitute landscaping.

Laundry services (including dry cleaning) – A facility that launders or dry cleans articles dropped off on the premises directly by the customers or where articles are dropped off, sorted, and picked up, but where laundering is done elsewhere.

Local street - A public street that is not a major thoroughfare or collector and conforms to the criteria established in this Plan of Development.

Lot – An undivided tract of land having frontage on a public or private street which is designated as a separate and distinct tract and identified by numerical identification on a duly and properly recorded subdivision plat.

Major arterial – A public street designated as a Major Arterial on the City's Thoroughfare Plan.

Major collector – A public street designated as a Major Collector Street on the City's Thoroughfare Plan.

Major utility – Uses or structures providing utility services that have a potential major impact by virtue of appearance, noise, size, traffic generation or other operational characteristics, which include, but are not limited to, transmission substations, wastewater treatment facilities, water reservoirs and pump stations, wastewater lift stations, and power plants. This use does not include private individual water supplies or septic tanks. See Minor Utilities.

Minor utility – Small scale facilities that are necessary to support development and that involve only minor structures. Minor utilities include, but are not limited to facilities such as power lines, water and sewer lines, storm drainage facilities, transformers, hydrants, switching boxes and similar structures.

Mixed-use – A tract of land, building, or structure developed for two or more different uses such as, but not limited to, residential, office, retail, public, or entertainment. The mix of uses may occur either on the same tract of land, but compartmentalized into separate buildings, or located within the same building (e.g., retail on the first floor and office or residential on the floors above the retail).

Neighborhood – A collection of compatible subdivisions.

Minor collector – A public street that is not a major arterial, or major collector street and is designed to help distribute traffic within residential areas.

Open space – A portion of land designated as open space on the Preliminary Land Use Plan. Open space areas shall include pipeline and utility easements, drainage ways, and wet and dry detention areas.

Patio home - A single-family residence which has a zero (0) foot side setback on one of the side lot lines.

Personal services – Establishments providing non-medical related services generally related to personal needs, including beauty and barber shops, day spas, garment and shoe repair shops, laundry services (including dry cleaning), photographic studios, dance studios, and health clubs. These uses may include the accessory retail sales of products related to the services provided.

Personal storage – An area used or intended for the storage of materials, vehicles or equipment not in service.

Private – Elements of the development that are not intended for public use and are operated and maintained by a private entity.

Private street - A street that is privately owned and maintained. Private streets may be gated.

Private utilities – Utilities other than water and wastewater. Other utilities may be public and/or private in nature and may include, but are not limited to electrical power, gas, telephone, wireless communication, internet and cable television.

Professional office - A room or group of rooms used for conducting the affairs of a business, medical, professional, or service industry.

Project – The development that is planned for the Project Property and is governed this Plan of Development.

Project Property/Property – The approximately 900 acres of land that constitutes the entire Project which is the subject of this Plan of Development.

Property owner's association (POA) – A non-profit corporation, established for the purpose of managing and maintaining community property and services within a commercial development.

Public facilities – Any non-commercial land use (whether publicly or privately owned) which is to be used and/or allocated for the general good of the public. These uses include, but are not limited to, governmental offices, libraries, parks, and major and minor utilities.

Public safety site – A tract of land containing a building or structure that is designated for police, fire, or emergency services.

Public utilities – Any utilities that are provided by the city, county, or municipal utility district which may include, but are not limited to water and wastewater.

Quad – A specialty type residential land use/product that employs four single family residential units on reduced lot sizes centered on a shared drive. Garage access to these units will be taken

from the shared drive in order to reduce overall number of curb cuts/driveways within these sections and to promote a greater uninterrupted pedestrian realm for those residents.

Recreational facilities – Any structure or building intended for active recreational use. Recreational uses shall include, but are not limited to clubhouses, tennis courts, basketball courts, sports fields, pools, playground equipment, bleachers, spray-grounds, dog parks, yard games, etc.

Religious assembly – A building or group of buildings used or proposed to be used for conducting organized religious services and accessory uses directly associated with the use.

Restaurant (including carry-out and drive-thru) – A commercial establishment where food and beverages are prepared for consumption either on or off the premises. The sale of alcohol is permitted.

Retail – Retail sales of any article, substance, or commodity within a building or structure.

School (public or private) – An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, art schools, trade schools, and similar facilities.

Shared parking – The use of the same off-street parking stall or stalls to satisfy the off- street parking requirements for two or more individual land uses without significant conflict or encroachment.

Subdivision – The division of a lot, tract, or parcel of land into two or more lots, plats, sites or other divisions of land for the purpose of residential, industrial, office and business development or other uses.

Telecommunication tower – A structure on which there are electronic facilities for receiving or transmitting communication signals.

Temporary use – Any use allowed for a specific period of time. A use that is not of a permanent nature.

Theater – An outdoor or indoor area or building used for dramatic, operatic, motion pictures, or other performances.

Townhome - One (1) of a group of attached single family residences separated by a fire rated wall. Each dwelling unit shall be platted on an individual lot.

Wastewater treatment facilities – Any facility used for the treatment of commercial and residential wastewater for sewer systems and for the reduction and handling of solids and gasses removed from such wastes.

Water plant facilities – Any facility used for the collection, treatment, testing, storage, pumping, or distribution of water for a public water system.

IV. GENERAL ADMINISTRATION & AMENDMENTS

A. Purpose

This section establishes guidelines regarding the administration and future amendments to the Plan of Development.

B. Changes to the Code of Ordinance

The Development Regulations section of the Plan of Development addresses only those areas that differ from the existing City of Iowa Colony Code of Ordinances. In the event that an issue, condition, or situation arises that is not specifically addressed in the Plan of Development, the City of Iowa Colony Code of Ordinances in place at the time of the adoption of this document shall be used by the City's Designated Official as the basis to resolve the issue.

C. Variances from the Subdivision Ordinance, Unified Development Code, and Zoning Ordinance

The criteria established in this Plan of Development require variances from the City of Iowa Colony Subdivision Ordinance, the City of Iowa Colony Zoning Ordinances, and the Unified Development Code. . These variances are necessary to achieve the community vision established for the Project. Table 5 (and Section III(6) of the Plan of Development pertaining to Drill Sites) describes the requested variances from the subdivision ordinance and their corresponding sections. Table 6 describes the requested variances from the Unified Development Code and their corresponding sections. Table 7 describes the requested variances from the City of Iowa Colony's Zoning Ordinances and their corresponding sections. These variances shall apply to all property within the Plan of Development.

D. Variances from the Design Manual

The criteria established in this Plan of Development require variances from the City of Iowa Colony Engineering Design Criteria Manual (EDCM). These variances are necessary to achieve the community vision established for the Project. Table 8 describes the requested variances and their corresponding section of the design manual. These variances shall apply to all property within the Plan of Development.

TABLE 5

Subdivision Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Sec. 22 Final Plat Procedure (31)	In the event the tract of land being subdivided fronts on a street or road that does not meet the city's design specifications, the subdivider shall be required to improve the street or road to meet those specifications from a street or road that does meet the city's requirements, to the farthermost boundary of the subdivision.	The developer would dedicate any additional right- of-way required for adjacent streets or roads, but shall not be required to make any paving, drainage, or utility improvements along said roads. The MUD will carry the escrow to construct any future road segments within the development when a connecting roadway project is planned at the project boundaries.	Additional right-of-way will be dedicated for these facilities, but no improvements will be made at this time.	The cost to bring these roads up the city's specifications would not be proportionate to the impact that this development will have on these facilities. In addition, it is not practical to only improve a small segment of a road. The necessary right-of-way will be dedicated so these facilities may be improved at the appropriate time.
Sec. 27 Planned Unit Developments (D)	The minimum size of a Plan of Development shall be 20 acres and not less than 5 percent of the total area shall be set aside as common landscaped areas. Utility easements, drainage easements, and detention basins shall not be included in calculating the 5 percent requirement.	Open spaces areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space areas shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	Open space is a central theme of the Project. Drainage ways, detention areas and easements will be utilized as greenbelts that connect the entire community and therefore, should be considered as an amenity.
Sec. 27 Planned Unit Developments (E)	The minimum lot width of all residential lots to be located within a Plan of Development shall be 60 feet.	The minimum lot width for traditional single family lots shall be 40 feet. The minimum lot width for patio home lots shall be 40 feet. The minimum lot width for townhome lots shall be 19 feet. The minimum lot width for quad lots shall be 120 feet for the four-pack. The minimum lot width for alley product lots shall be 42 feet.	20-foot reduction in width for traditional single-family dwellings. 15-foot reduction in width for patio homes 41-foot reduction in width for townhomes.	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Sec. 33 Streets (Clarification)	The minimum right-of-way for local streets shall be 60 feet	Local streets shall have a minimum right-of-way of 50 feet	10-foot reduction in right-of-way width. 10-foot utility easements will be provided on both sides of the right-of-way. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet and thus will have no effect on traffic circulation. 10-foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.

Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for residential streets shall be 60 feet.	Residential streets providing access to lots may have a right-of-way width of 50 feet.	10-foot reduction in right-of-way width. 10-foot utility easements will be provided on both sides of the right-of-way. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet and thus will have no effect on traffic circulation. 10-foot utility easements will be provided where necessary for utility maintenance. Reduction in right-of-way width allows for the preservation of more open space.
Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for residential streets shall be 60 feet.	Type 1 Private Streets shall have a right-of-way of 50 feet.	10-foot reduction in right-of-way width. 10-foot utility easements will be provided on both sides of the right-of-way. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet. Type 1 Private Streets will be privately maintained and may be gated. The right-of-way for Type 1 Private Streets shall be identified as a Public Utility Easement in order to allow for public utility service.
Sec. 33 Streets, Minimum right-of-way	The minimum right-of-way for residential streets shall be 60 feet.	Type 2 Private Streets shall have a right-of-way of 28 feet.	22-foot reduction in right-of-way width. Paving section shall remain 28 feet.	The street paving section shall remain 28 feet. Type 2 Private Streets will be privately maintained and may be gated. The right-of-way for Type 2 Private Streets shall be identified as a Public Utility Easement in order to allow for public utility service.
Sec. 33 Multiple Access Points (E) (clarification)	All subdivisions, except those with single dead-end streets, shall have a minimum of two access points to existing (or future) public streets.	All subdivisions shall provide a minimum of two points of access. A divided or boulevard entry shall be considered two points of access for these purposes provided that the divided paving section extends to the first intersecting street. A boulevard shall be acceptable where a second access is not available.	Clarification that a boulevard entry shall be considered two points of access in all cases.	N/A
Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	50-foot local streets 50-foot private streets (Type 1) 28-foot private streets (Type 2)	10 feet R.O.W. reduction, no reduction in paving 10 feet R.O.W. reduction, no reduction in paving 22 feet R.O.W. reduction, no reduction in paving	Project will feature a variety of street types that are designed to serve the variety of land uses and product types within the Project.
Sec. 33 Dead End Streets (M)	Dead-end streets, designated to be so permanently, shall not be longer than 1200 feet and shall be provided at the closed end with a turn- around having an outside roadway diameter of at least eighty (80) feet and a street property line diameter of at least one hundred (100) feet.	Type 2 private streets may extend up to 200 feet without a turnaround. Dead end Type 2 private streets that exceed 200 feet in length shall provide an adequate turnaround.	N/A	This requirement conforms with fire code regulations and is appropriate given the nature of the street type.

Sec. 33 Street Design (N)	The details of all street designs shall conform to the city's engineering standards and standard details.	The Plan of Development has established certain street criteria that will apply to streets within this Project in addition to the city's standards.	Clarification that streets within this Project shall be designed to meet both sets of criteria.	N/A
Sec. 34 Alleys (B)	The width of alleys within commercial and industrial districts shall be at least 20 feet. The width of alleys within residential districts shall be at least 20 feet where possible; however, a minimum width of 16 feet may be allowed.	In addition to public alleys, the Project may contain private alleys. Private alleys shall have a minimum right-of-way width of 20 feet with a 14-foot paving section.	Any public alleys shall meet the minimum standard.	Private alleys shall be privately maintained.
Sec. 34 Alleys (D) (clarification)	Dead-end alleys shall be avoided where possible but when unavoidable, adequate turnaround facilities at such dead end shall be provided.	Dead-end alleys will be avoided but may be necessary or more desirable in certain circumstances. Dead-end alleys greater than 150 feet in length shall provide an adequate turnaround.	Clarification that a dead-end alley may be avoidable, but undesirable and therefore permitted provided that the dead-end does not exceed 150 feet in length.	The fire code allows for dead-end access without a turnaround up to 150 feet in length.
Sec. 36 Blocks (D)	No block shall exceed 1,200 feet in length in residential or commercial developments.	The maximum block length for major thoroughfares shall be 2,600 feet except where the thoroughfare runs parallel to a drainage feature having a minimum width of 50 feet which may have a maximum block length of 4,000 feet. The maximum block length for collectors and neighborhood collectors shall be 1,800 feet and the maximum block length for local streets shall be 1,200 feet. Crossings of bayous or canals shall only be required by streets that are identified as major corridors on the City's Thoroughfare Plan. The maximum block length along pipeline easements and drainage features having a minimum width of 50 feet shall be 2,000 feet.	1,400 additional feet on major thoroughfares. 2,800 additional feet for major thoroughfares that run parallel to drainage features with a minimum width of 50 feet. 600 additional feet for collectors and neighborhood collectors. 800 additional feet along pipelines and drainage features.	Generally, intersections along major thoroughfares and collectors should be spaced farther apart than along local streets. This allows for more efficient traffic flow and limits pedestrian/auto conflicts. Pipelines and drainage features represent physical encumbrances that warrant additional spacing standards.
Sec. 37 Lots (B) Lots Smaller Than One Acre #1	Minimum front setback lines shall be at least twenty-five (25) feet. Each corner lot shall have at least the minimum front residential setback line on both streets.	The minimum front setback for all single-family lots and all cul-de-sacs and knuckles shall be 20 feet. Corner lots shall have a minimum side setback of 10 feet. Porches may encroach into the front setback up to 10 feet provided they have a minimum depth of 6 feet. On corner lots, porches may encroach into the side setback up to 5 feet provided they have a minimum depth of 6 feet. Where garages face directly onto a street, the garage must be setback a minimum of 20	5-foot reduction for front setbacks for lots. 10-foot reduction for porches having a minimum depth of 6 feet. 15-foot reduction for side-entry garages. 15-foot reduction for side setbacks on corner lots.	Reduced setbacks foster a pedestrian friendly environment and encourage neighbor interaction. Porches and varying building lines create interest along the street and help to achieve a more attractive street scene.

		feet. Side-entry garages must be set back a minimum of 10 feet.		
Sec. 37 Lots (B) Lots Smaller Than One Acre #6	Double and reverse frontage lots. Double frontage and reverse frontage lots should be avoided unless backing up to a major thoroughfare.	Double and reverse frontage lots may be permissible on alley products and/or quads.	Double and reverse frontage lots may be permissible on alley products and/or quads.	A greater variety of housing products is a necessary component in achieving a healthy and sustainable community.
Sec. 37 Lots (B) Lots Smaller Than One Acre #8	Flag and key shaped lots. No flag or key-shaped lots are allowed.	Flag and/or key shaped lots are allowed in specialty product.		A greater variety of housing products is a necessary component in achieving a healthy and sustainable community.
Sec. 37 (B) Lots Smaller Than One Acre #2	Lot Dimensions. Regardless of any other provisions of this Ordinance, lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area of not less than six thousand three hundred (6,300) square feet.	The minimum lot width for traditional single family lots shall be 40 feet with a minimum area of 4,600 s.f. The minimum lot width for patio home lots shall be 40 feet with a minimum area of 4,400 s.f. The minimum lot width for townhome lots shall be 19 feet with a minimum area of 1,900 s.f The minimum lot width for quads shall be 120-feet for the four-pack with a minimum area of 3,500 s.f. The minimum lot width for alley products shall be 42 feet with a minimum area of 4,600 s.f.	20-foot reduction in width and 1,700 s.f. reduction in area (traditional single family) 20-foot reduction in width and 1,900 s.f. reduction in area (patio homes) 41-foot reduction in width and 4,400 s.f. reduction in area (townhomes) N/A 18-foot reduction in width and 1,700 s.f. reduction in area (alley product)	Allowing reductions in minimum lot width and area is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Sec. 37 (B) Lots Smaller Than One Acre #5	Access to public streets. The subdividing of the land shall be such as to provide each lot with satisfactory access to a public street.	Each single-family lot shall have frontage on a local street, private street, or common area. When lots front on a common area, vehicular access must be provided by a local street, private street, or alley.	Lots will have satisfactory access by one of multiple means.	All lots shall have adequate access. Allowing for a variety of street "scenes" will enhance the overall "look and feel" of the community. The proposed means of access allow for safe and efficient vehicular and emergency access.
Sec. 40 Additional Street Requirements (B)	The developer shall be responsible for construction of all roadways within the development according to minor street standards. Where the major Thoroughfare Plan requires street widths over and above the local street requirements, the developer shall dedicate the right-of-way required for the larger street and construct up to a thirty-eight (38) foot wide pavement. If the City requires a pavement wider than the thirty-eight (38) feet, the City shall provide funding for the increased width subject to the	The developer shall bear the cost of all streets within the Project. The entire cost of thoroughfares, collectors, and local streets shall be eligible for reimbursement by the MUD.	The developer will build all necessary streets within the Project and the city will not have to fund any street improvements.	The developer will build all necessary streets within the Project and the City will not have to fund any street improvements.

	availability of funds and within legal limitations.			
Sec. 40 Additional Street Requirements (C)	The developer shall be responsible for construction of necessary improvements on all perimeter streets to bring the pavement and curbing up to minor street standards for the street abutting the development.	The developer would dedicate any additional right- of-way required for adjacent streets or roads, but shall not be required to make any paving, drainage, or utility improvements along said roads. The MUD will carry the escrow to construct any future road segments within the development when a connecting roadway project is planned at the project boundaries.	Additional right-of-way will be dedicated for these facilities, but no improvements will be made at this time.	The cost to bring these roads up the city's specifications would not be proportionate to the impact that this development will have on these facilities. In addition, it is not practical to only improve a small segment of a road. The necessary right-of-way will be dedicated so that these facilities may be improved at the appropriate time.
Sec. 42 Sidewalks	In large subdivisions, four (4) foot wide sidewalks shall be required and shall be constructed in accordance with the city's design criteria. If not constructed prior to issuance of a building permit, any sidewalks required by this article must be constructed as part of the issuance of a building permit for each tract.	Sidewalks adjacent to reserves or open space areas shall be constructed prior to the release of the construction maintenance bond for the appropriate section.	Sidewalks will be constructed prior to acceptance by the city rather than the issuance of building permits.	Sidewalks are frequently damaged during the home construction process. Allowing sidewalks to be put in after permitting is more efficient, avoids unnecessary damage and achieves the desired result.

TABLE 6

Unified Development Code Variances

Unified Development Code Reference	Requirement	Proposed	Difference	Justification
Section 3.1.2.6.C	The planting scheme for street trees shall be such that no street tree is planted closer than twenty feet (20') to any other street tree (whether an existing tree or a tree planted hereunder) with the trees being spaced without extreme variation in distance across each block face frontage taking into account existing site conditions and driveway locations.	Closer than 20' feet	Closer than 20' feet	By diversity of street trees an increased biodiversity, habitat creation, and naturalistic planting areas will be created throughout the development for the added benefit and use of future residents and fauna.
Section 3.2.1.3.E	Identification of the required amount of parkland is to be indicated on an approved subdivision plat.	Identification of the required amount of parkland is to be indicated in this document.	Identification of the required amount of parkland is to be indicated in this document.	The parks, open space and trails plan will define the required parkland for the Project.
Section 3.2.1.6	In addition to the provisions for neighborhood parks by dedication of land (public or private) or the payment of fees in lieu thereof as described above, a developer shall contribute an additional four hundred fifty dollars ($450.00) per dwelling unit for the development of regional parks.	The City may consider Regional Parkland land dedication in lieu of monetary contribution in the amount of $450.00 per dwelling unit. This agreement shall only be approved by the City Council.	Parkland may be dedicated for regional purposes dependent upon further study by the City in their Master Parks Plan.	The open space and trails provide an exceptional amount of regional parkland that will be available for public use. Parkland may be dedicated for regional purposes dependent upon further study by the City in their Master Parks Plan.
Section 3.5.3.1.A.1	If the property frontage is not on a designated super arterial or major arterial, the front wall of the building shall be located on a build-to building setback line located ten (10) feet from the ultimate right-of-way line of the street along the front of the property	Commercial buildings shall be subject to setback lines only.	Commercial buildings shall be subject to setback lines only.	Allows for higher flexibility and more varying uses of commercial properties.
Section 3.5.3.1.A.2	If property frontage is on a designated super arterial, the front wall of the building shall be located on a build-to building setback line of seventy-one (71) feet from the ultimate right-of-way line of the street along the front of the property.	Commercial buildings shall be subject to setback lines only.	Commercial buildings shall be subject to setback lines only.	Allows for higher flexibility and more varying uses of commercial properties.
Section 3.5.3.7.A	Building height in Iowa Colony is restricted to a maximum of two (2) stories, but in no case more than thirty-five (35) feet from the natural ground elevation, as fire protection above that height is not now possible	Buildings height shall be a maximum of 3 stories.	Buildings height shall be a maximum of 3 stories.	Allows for higher flexibility and more varying uses of commercial properties.

TABLE 7

Zoning Ordinance Variances

Ordinance Reference	Requirement	Proposed	Difference	Justification
Section 56.B.7 Table 5	A minimum of 6 parking spaces per 1,000 s.f. (medical office)	A minimum of 4 parking spaces per 1,000 s.f. (medical office)	A reduction in 2 parking spaces per 1,000 s.f. (medical office)	Allows for higher flexibility and more varying uses of commercial properties.
Section 74.d.iii.A.1	Compensating open space must be reasonably dry and flat with no more than twenty-five (25) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area	Compensating open space must be reasonably dry and flat with no more than fifty (50) percent of the total required compensating open space to be located within the one hundred (100) year floodplain and/or within a non-permanent wet location of a drainage detention area	Increase total compensating open space allowed within one hundred (100) year flood plain to fifty (50) percent.	Allows for greater use of natural elements to be used to full potential. Utilizing natural floodways will allow residential sections to access trail network and greenway.
Section 74.d.iii.A.iv	Any area with single-family residential lots less than five thousand (5,000) square feet in lot area shall provide a property owners association to maintain the front yard between the face of the front of the house structure and the front property line of each lot for the area containing single-family residential lots less than five-thousand (5,000) square feet in lot area	No Traditional Single Family Residential product shall have lots maintained by the HOA. However, townhomes and other specialty product lots shall have front lawn maintenance provided by the HOA.	Only townhomes and other specialty product lots shall have front lawn maintenance provided by the HOA	HOA will have set maintenance and landscape guidelines that will be enforced for Traditional Single Family Residential lots, and town homes and other specialty products shall have front lawn maintenance provided by the HOA.
Section 74.d.iii.A.vii	Any area with single-family residential lots less than sixty-six hundred (6,600) square feet in lot area shall have the primary residential structure constructed with the following minimum and maximum building floor area: Single-family lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between five thousand (5,000) square feet and sixty-six hundred (6,600) square feet require a minimum building floor area of twenty-four hundred (2,400) square feet (not including the attached garage area) and a maximum first floor building coverage of fifty (50) percent of the single-family residential lot area; single-family residential lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, between four thousand (4,000) square feet and five thousand (5,000) square feet require a minimum building floor area of twenty- five hundred (2,500) square feet (not including the attached garage area) and a	Traditional single family residential lots may have a maximum lot coverage of 60%. Patio Home residential lots may have a maximum lot coverage of 70%. Townhome residential lots may have a maximum lot coverage of 70%. Quad residential lots may have a maximum lot coverage of 70%. Alley residential lots may have a maximum lot coverage of 70%	Traditional single family residential lots may have a maximum lot coverage of 60%. Patio Home residential lots may have a maximum lot coverage of 70%. Townhome residential lots may have a maximum lot coverage of 70%. Quad residential lots may have a maximum lot coverage of 70%. Alley residential lots may have a maximum lot coverage of 70%	Allowing a greater variety of housing products and variation in maximum lot coverage is a necessary component to achieve a healthy and sustainable community.

	maximum first floor building coverage of fifty (50) percent of the single-family residential lot area; single-family residential lots, within a single-family residential lot area with lots less than sixty-six hundred (6,600) square feet in lot area, with a lot area between thirty-five hundred (3,500) square feet and four thousand (4,000) square feet require a minimum building floor are of twenty-five hundred (2,500) square feet and a maximum first floor building coverage of forty-five (45) percent.			
Section 74.d.iii.2.a	Any single-family residential lot, within a single-family residential lot area with less than sixty-six hundred (6,600) square feet in lot area, with a lot area less than sixty-six hundred (6,600) square feet in lot area but at least thirty-five hundred (3,500) square feet in lot area shall have a minimum twenty (20) feet building setback from the rear lot line unless the lot has rear alley access which shall require a minimum of twenty-four (24) feet between the face of the garage door and the opposing alley paving edge line or any other fence or structure and a minimum of three (3) feet rear building line for any other structure. If the driveway connection between the rear-loaded garage and the alley is to provide required on-site parking, the minimum rear building setback line for the garage is twenty (20) feet.	A traditional single-family residential lot shall have a minimum 10-foot rear building setback. Patio homes shall have a minimum 10-foot rear building setback. Townhomes shall have a minimum 5-foot rear building setback. Quads shall have a minimum 5-foot rear building setback. Alley product shall have a minimum 5-foot rear setback if front loaded and shall have a minimum 20-foot rear building setback if rear loaded.	A traditional single-family residential lot shall have a minimum 10-foot rear building setback. Patio homes shall have a minimum 10-foot rear building setback. Townhomes shall have a minimum 5-foot rear building setback. Quads shall have a minimum 5-foot rear building setback. Alley product shall have a minimum 5-foot rear setback if front loaded and shall have a minimum 20-foot rear building setback if rear loaded.	Allowing reductions in minimum lot setbacks is necessary in order to achieve a variety of housing products which is an essential component of healthy and sustainable communities.
Section 74.d.iii.I.1	The perimeter boundary of a single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area shall be located no closer than thirteen hundred and twenty (1,320) feet to the perimeter boundary of another single-family residential development having single-family residential lots less than sixty-six hundred (6,600) square feet in area. No Plan of Development area may contain more than five hundred (500) single-family residential lots with a lot area less than sixty-six hundred (6,600) square feet in lot area.	The Plan of Development area may contain more than five hundred (500) single-family residential lots with a lot area less than sixty-six hundred (6,600) square feet in lot area.	The Plan of Development area may contain more than five hundred (500) single-family residential lots with a lot area less than sixty-six hundred (6,600) square feet in lot area.	Allowing an increase in maximum lots will allow for a greater variety of housing products which is a necessary component in achieving a healthy and sustainable community. This will also allow for a greater ad valorem tax base.

TABLE 8

Engineering Design Criteria Manual Variances

Design Manual Reference	Requirement	Proposed	Difference	Justification
Chapter 6.3.1.D	Minimum width requirements for a right-of-way: Local streets: 60 feet.	Minimum width requirements for a right-of-way: Local streets: 50 feet with a 10-foot utility easement on each side.	A reduction of 10 feet of ROW width, but an overall increase in area available for the street and utilities from 60 feet to 70 feet.	The pavement width would remain unchanged at 28 feet, so there is no impact on vehicular accessibility. The ROW reduction allows additional property to be on the tax rolls rather than in non-taxable ROW.
Chapter 6.3.1.E	Pavement width on local streets is 28' B-B for "low density" residential developments and 32' for "medium density" residential streets.	Paving width shall be 28' B-B for all residential streets.	Consistent paving width of 28' regardless of housing density.	Consistent paving width provides a predictable street design standard. Housing density in single-family residential neighborhoods is of a consistent character regardless of numerical density and does not affect street usage.
Chapter 6.3.1.J.m	Preferred cul-de-sac length of 600' or less; if exceeding 600' length the cul-de-sac increases to 45' paving radius in 50' ROW radius.	Maximum cul-de-sac length of 800' before wider paving radius is triggered.	Maximum length increased by 200'.	Standard suburban curvilinear street design is meant to encourage cul-de-sac designs, but the 600' length is arbitrarily short and limits the practical ability to provide culs-de-sac for the community.

E. Interpretation

The City's Designated Official shall be responsible for interpreting the provisions of Plan of Development. Appeals to the Designated Official's interpretation may be made to City Council within thirty (30) days of the date of the interpretation.

F. Administrative Approval

Certain changes to the provisions may be made administratively by the City of Iowa Colony Designated Official, provided such changes are consistent with the intent and general purpose of the Plan of Development and do not result in the reduction of open space by more than ten (10) percent within the project or exceed the maximum number of dwelling units permitted.

Decisions by the Designated Official regarding administrative changes shall be subject to appeal by the City Council. The following categories shall be considered administrative changes, but are not limited to:

- The addition of new information to the Plan of Development, including maps or text that does not change or affect any of the regulations or guidelines contained therein. May include copies of the Developer's residential and commercial guidelines as applicable or any overall landscape plan and related tree/plant lists as may be developed through the course of this development, as well as any additional appendices that may be necessary to include and would not constitute a substantial change to the development as outlined below.
- Changes to the community infrastructure phasing and alignment, such as roads, drainage, water, and sewer systems.
- Changes of land uses shown in the Land Use Plan within the Plan of Development, division of areas or combinations of areas provided there is not a net loss of open space and no net increase in the total of units allowed. Updated versions of the Land Use Plan may be provided over the course of this project in order to show current progress or developed areas.
- Changes or modifications in lot sizes and/or configuration, provided that the lots meet the minimum requirements established in within this Plan of Development for their respective land use.
- Changes to development regulations that are in the interest of the community and do not affect health or safety issues.
- Placement and/or construction of community identity or character features such as entry monuments, neighborhood signage, community art, mailboxes, etc.
- Relocation or modification of school, park sites, trails, or any other community feature.
- The creation of gated neighborhoods, private residential streets, or other modifications in common area assets to be maintained by a group of residential homeowners, provided the overall circulation of the project is maintained.
- The determination that a use may be allowed which is not specifically listed as a permitted use but may be determined to be analogous and/or accessory to a permitted use as determined by the City's Designated Official.

The City's Designated Official shall have the authority to make a determination whether an administrative approval is appropriate regarding any situations or circumstances that are not specifically listed here.

G. Substantial Change

The Plan of Development may be substantially amended by submitting a Plan of Development Amendment to the City of Iowa Colony. A modification shall be considered a substantial change if the open space is reduced by more than 10% or there is a net increase in the total of units allowed.

H. Fees

This Plan of Development will be the governing document for any future development ordinances passed that impact this Project. The developer acknowledges that the fee schedule may increase and will comply with increases in fees. All fees shall be fair and reasonable.

I. Sales Tax Sourcing

The Developers shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the Development in the amount of One Thousand Dollars ($1,000.00) or more, to site payment of the sales tax on building materials for the Development to the Property.

J. Noncompliance

Noncompliance of the Plan of Development will result in withholding of building permits within the boundaries of the Plan of Development.

K. Expiration

The terms and regulations as outlined within this Plan of Development are intended to ensure adequate and predictable development regulations for the life of this project for the benefit of the City and the Developers. The terms of this Plan of Development shall constitute covenants running with the land comprising the Tract and shall be binding on all future developers and owners of any portion of the Tract, other than Ultimate Consumers. To that effect, this Plan of Development have an expiration date of fifteen years and will be the primary governing document for this property except as amended by necessity over the course of the project.

Exhibit C

Consent Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90; WITH RELATED PROVISIONS.

WHEREAS, the City of Iowa Colony, Texas ("the City") has entered into a Development Agreement which, among other items, seeks to secure the City's consent to the creation of Brazoria County Municipal Utility District No. 90 within the corporate limits of the City; and

WHEREAS, Section 54.016 of the Texas Water Code provides that land within a city or its extraterritorial jurisdiction may not be included within a municipal utility district without such city's consent; and

WHEREAS, this Resolution is authorized by Section 54.016 of the Texas Water Code, Chapters 49 and 54 of the Texas Water Code, Section 42.042 of the Texas Water Code, and all applicable law;

WHEREAS, the City Council finds that this Resolution was passed in full compliance with the Texas Open Meetings Act and all applicable law; and

WHEREAS, the City Council finds that this Resolution promotes the health, safety, and general welfare of the people of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

Section 1. The City Council hereby finds that all statements contained in the preamble or in any other part of this Resolution are true.

Section 2. The City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. 90 on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. 90, subject to the terms thereof and to the Consent Conditions attached to that Petition as Exhibit 'B" and incorporated herein in full.

Section 3. If any part of this Resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

Section 4. This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED ON THIS ____ DAY OF _____ 2024.

CITY OF IOWA COLONY, TEXAS

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

Exhibit A

The Property

Exhibit B

Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within five years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than $20,000. Compliance with this requirement may be satisfied by submitting a proposed Preliminary Official Statement and estimated bid with a pro-forma debt service schedule for the purpose of bonds showing the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of $20,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the advertisement for the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than $7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.

(d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility -design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(g) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) After the District has substantially completed construction, as deemed by the City Engineer, of any of its water, sewer and drainage facilities, the City may, upon sixty (60) days' prior written notice to the District, require that the District convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District or the Out-of-District Property (as defined in the Utility Agreement entered into by and between the Petitioner and the City), following full build-out within the District and the Out-of-District Property, shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City. Prior to any such conveyance, the District

will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District.

(h) This consent shall automatically be revoked if the Tract, as defined in the Development Agreement by and Among The City of Iowa Colony, Texas, and Maple Farms Holdings, LLC, 521 Opportunity, LLC, Gregory Lloyd Miller Trust, and Gen-Skip LLC, executed on or about the date of this Resolution, is not removed from the extraterritorial jurisdiction(s) of both the cities of Sandy Point and Alvin on or before January 31, 2025.

Exhibit D

Utility Functions Agreement

UTILITY FUNCTIONS AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS AGREEMENT is made and entered into as of the date herein last specified (the "Effective Date"), by and between the CITY OF IOWA COLONY, TEXAS (the "City"), a municipality located in Brazoria County, Texas; and MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, or its successors or assigns ("Maple Farms"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successors or assigns ("521 Opportunity"); GREGORY LLOYD MILLER TRUST, or its successors or assigns ("Gregory Lloyd Miller Trust"); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip") (each, a "Developer" and, collectively, the "Developers") on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District"). Hereinafter the term "District" (as defined herein) shall be construed to include both Developers and the District as it is the intention of the parties to this Agreement that all rights, benefits, and obligations pursuant to this Agreement shall ultimately be assigned to said District subsequent to its creation. Thus, the representations herein by said District at this time represent Developers' commitment to cause or direct the same to occur. Subsequent to its creation, the District will become a party to this Agreement. The Developer, the City, and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH

WHEREAS, the City, by resolution, has consented or will consent to the creation of the proposed District pursuant to the conditions of the City resolution and its code of ordinances (the "City Consent Resolution"); and

WHEREAS, the Developers intend to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 807.8 acres to be located within the corporate limits of the City (the "Tract"), for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, as well as road facilities and park and recreational facilities and services (as more fully defined below, the "Facilities"), to serve development occurring within and near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

WHEREAS, under the authority of Chapter 791, Texas Government Code and Section 552.014, Texas Local Government Code, the City and the District may enter into an agreement under the terms of which the District will acquire for the benefit of, and for ultimate conveyance to, the City, the Facilities (as defined below) needed to provide utility service to lands being developed within and near the boundaries of the District and the City; and

WHEREAS, the parties understand and agree that this Agreement does not constitute, and shall not be construed as, an "allocation agreement" within the meaning of Texas Water Code Section 54.016(f); and

WHEREAS, the City and the District have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions and conditions hereof are mutually fair and advantageous to each.

NOW, THEREFORE;

AGREEMENT

For and in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the District and the City contract and agree as follows:

ARTICLE I
DEFINITIONS

The capitalized terms and phrases used in this Agreement shall have the meanings as follows:

"Annual Payments" shall mean the annual payments to be made by the City to the District, as provided in Article VI hereof.

"Approving Bodies" shall mean the City, the Texas Commission on Environmental Quality, the Attorney General of Texas, the Comptroller of Public Accounts of Texas, the United States Department of Justice and all other federal and state governmental authorities having regulatory jurisdiction and authority over the financing, construction or operation of the Facilities or the subject matter of this Agreement.

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable

from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

"City Manager" shall mean the City Manager of the City.

"City Tax Rate" shall mean the City's ad valorem tax rate (excluding the debt service component) as calculated pursuant to Article VI of this Agreement.

"Development Agreement" shall mean the *Development Agreement by and Among the City of Iowa Colony, Texas and Maple Farms Holdings, LLC, Et Al.* dated August 12, 2024.

"District" shall mean Brazoria County Municipal Utility District No. 90, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 807.8 acres of land described on **Exhibit A** attached hereto, and any additional land that is annexed to the District with the consent of the City.

"District Assets" shall mean (i) all rights, title and interests of the District in and to the Facilities; (ii) any Bonds of the District which are authorized but have not been issued by the District; (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction or operation of all or any portion of the Facilities and/or the operations of the District; and (iv) all books, records, files, documents, permits, funds and other materials or property of the District.

"District's Obligations" shall mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District, for and to the owners of property within the District and the customers of the Facilities.

"Engineers" shall mean Gannett Fleming, or its replacement, successor or assignee.

"Engineering Reports" shall mean and refer to that certain Preliminary Engineering Report prepared by the Engineers relating to the creation of the District and describing the initial scope and extent of the Facilities and any additional engineering reports prepared by the Engineers from time to time relating to the issuance of Bonds by the District, copies of which shall be on file in the offices of the District.

"Facilities" shall mean and include the water supply and distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, parks and recreational facilities, and roads constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports. The terms "Facilities" includes the Wastewater Facilities and Water Facilities as further described herein.

"Interim Wastewater Facilities" means one, or more, steel erected wastewater treatment service plants, and sites, necessary to serve the District. The design, construction, and associated lease payments of the Interim Wastewater Facilities will be solely funded by District and/or Developers. The ownership and operation of the Interim Wastewater Facilities shall be governed by Section IV below.

"Out-of-District Property" means the approximately 92.94 acres of land shown on **Exhibit B** attached hereto and any additional land acquired by Developers located within the corporate limits of the City of Sandy Point, Texas with the consent of the City.

"Permanent Wastewater Facilities" means one, or more, concrete erected wastewater treatment service plants, and sites, necessary to serve the District and Out-of-District Property. The Permanent Wastewater Facilities will be regional and constructed on a regional site to be acquired and designated by the City.

"Wastewater Facilities" means, collectively, the Interim Wastewater Facilities and the Permanent Wastewater Facilities.

"Wastewater Impact Fee(s)" means the City's impact fees for wastewater facilities duly adopted pursuant to Chapter 395 of the Texas Local Government Code.

"Water Facilities" means one, or more, permanent water plant facilities, sites, and one, or more, water wells necessary to serve the District. It is anticipated that at least one permanent water plant will be necessary to serve the District, with the associated water well(s) sufficient to provide at least 500 gallons per minute ("GPM"). The design and construction of the Water Facilities will be solely funded by District and/or Developers. The ownership and operation of the Water Facilities shall be governed by Section III below.

"Water Impact Fee(s)" means the City's impact fees for water supply facilities duly adopted pursuant to Chapter 395 of the Texas Local Government Code.

ARTICLE II
THE FACILITIES

2.01. The Facilities. The Facilities, as described in the Engineering Reports or otherwise, shall be designed and constructed in compliance with all applicable requirements and criteria of the applicable Approving Bodies. The District shall not be required to design and construct the Facilities to requirements more stringent than the City's requirements and Utility Functions Agreement criteria applicable to all design and construction within the City's jurisdiction. The District shall design, construct or extend the Facilities in such phases or stages as the District, in its sole discretion and in accordance with the City's applicable development, regulatory, or building ordinances, from time to time may determine to be economically feasible.

2.02 Ownership by the City. As the Facilities are acquired and constructed, the District shall (when required by Section 3.02 of the Development Agreement) convey the same to the City (except for storm water detention facilities or channels, or parks), reserving a security interest therein for the purpose of securing the performance of the City under this Agreement. At such time as the District's Bonds issued to acquire and construct the Facilities have been discharged, the District shall execute a release of such security interest and the City shall own the Facilities free and clear of such security interest.

2.03 Construction of the Facilities. As construction of each phase of the Facilities (except for any stormwater detention ponds or channels, or parks located within the District) is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, the City will (when required by Section 3.02 of the Development Agreement) accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the final plans and specifications the City will immediately advise the District in what manner said Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and (when required by Section 3.02 of the Development Agreement) accept the same once the defects have been corrected.

2.04 Operation by the City. Following acceptance of the Facilities, the City will operate the Facilities and provide service to all users within the District without discrimination. The City shall at all times maintain the Facilities, or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles in operating and maintaining the Facilities, and the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental administrative or judicial body promulgating the same. The District or such other entity designated by the District shall be responsible for maintenance of any stormwater detention ponds or channels, or parks located within the District.

2.05 Reserved.

2.06 Road Facilities. The City and the District acknowledge that the development of the District shall be undertaken in various phases over many years. As a result, the parties acknowledge that certain Facilities, while potentially required if future development occurs within and/or nearby the District, may need to be deferred until such a construction need arises. With regards to the public roads within the District, the District shall not be required to build those portions of any major arterial, thoroughfare, or collector roads that will create dead-end road segments to the boundaries of the District until the earlier of i) at least 75% of then-projected equivalent single-family connections to be developed in the District have been connected to the water supply system serving such connections, ii) 15 years from the Effective Date, or iii) for any particular road segment, within 24 months of the City's approval of a plat for development adjacent to the District where such road segment would connect or serve upon completion (the earliest of these events will constitute the "Trigger Point"). After the Trigger Point has been reached, the District's capital project funds may only be used (except for emergency purposes) to construct those portions of the regional road projects unless the Developers have otherwise provided an escrow deposit to the City for the cost of such facilities. Furthermore, upon reaching the Trigger Point, a Developer and/or the District may request a variance or approval from the City to defer the construction of the applicable roads until such time as the District is 90% developed. The City, in its sole discretion, may grant or deny the deferral of road construction to the 90% benchmark as described herein. Notwithstanding the foregoing, neither the District nor any Developer will be required to construct any Facilities that, at the time of the Trigger Point, will be required to be removed, altered, or replaced due to the planned construction of a regional road project.

ARTICLE III
WATER FACILITIES

3.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional water distribution system that can adequately provide potable water service for the District. Therefore, the Developers and/or the District shall finance, design, and construct the necessary Water Facilities to serve the District (and, if applicable, the Out-of-District Property, pursuant to the terms of Section 3.09 of this Agreement), which shall be conveyed to the City for ownership and operation when required by Section 3.02 of the Development Agreement. Thus, the City shall provide the District with its ultimate requirements for water supply as needed and required by the District through these Water Facilities constructed by the District. The Developers or the District will construct, in phases and as reasonably needed to serve the District, the Water Facilities to provide sufficient water supply capacity for the District and the Out-of-District Property. Should the City elect to oversize, upsize, or expand any of the Water

Facilities constructed by the District beyond the capacity needed for the District and the Out-of-District Property, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District and the Out-of-District Property.

3.02. Rates. After the City's acceptance of the Facilities, City shall bill and collect from customers of the Water Facilities and shall from time to time fix such rates and charges for such customers of the Water Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Water Facilities will be equal and uniform to those charged other similar classifications of users in the City; provided, however, that the City may charge any customers of the Water Facilities located in the Out-of-District Property such rates and charges that are equal and uniform to those charged other similar classifications of users located outside the City or not otherwise subject to City property taxation. After the City's acceptance of the Facilities, all revenues from the Water Facilities shall belong exclusively to the City.

3.03. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide water service to individual customers. The City may impose tap fees for connecting to the Water Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

3.04. Offsite Water Line Extensions to Connect to City Water Supply. The Water Facilities are intended to provide adequate water capacity to the District. Thus, unless necessitated by the needs of the development of the Tract or Out-of-District Property, as determined by the Engineers, should the City elect to connect the Water Facilities to the City's regional water supply and distribution system, the City shall design, fund, and construct any such necessary water distribution facilities (including, but not limited to, trunk lines and associated property acquisition and/or road improvements) (the "Offsite Water Line Extensions") necessary to accomplish such regionalization at the City's sole cost and expense.

3.05. Reserved.

3.06. Reserved.

3.07. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's water plants (including those which have been constructed and conveyed by the District to the City), provided that this provision

shall not be interpreted to alter the District's obligation to construct all Water Facilities necessary to serve the Tract.

3.08. Water Impact Fees. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, the City agrees that the District, Developers, and/or their successors or assigns, shall not be obligated to pay the Water Impact Fee to the City.

3.09. Out-of-District Water Supply and Distribution Service. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of water supply and distribution to serve the District, nothing herein shall prevent, and the City shall not object to, the Water Facilities providing water supply and distribution service to the Out-of-District Property. The Parties acknowledge that the Out-of-District Property is currently located within the corporate limits of Sandy Point, Texas and hereby agree that any water supply and distribution services from the Water Facilities to the Out-of-District Property is conditioned upon duly given consent and/or approval by the City of Sandy Point, Texas consenting to such service.

ARTICLE IV
WASTEWATER FACILITIES

4.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service for the District. Therefore, the Developers and/or the District shall finance, design, and construct the necessary Wastewater Facilities to serve the District (and, if applicable, the Out-of-District Property, pursuant to Section 4.10 of this Agreement), which shall be conveyed to the City for ownership and operation when required by Section 3.02 of the Development Agreement. Should the City elect to oversize, upsize, or expand any of the Wastewater Facilities constructed by the District beyond the capacity needed for the District and the Out-of-District Property, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District and the Out-of-District Property.

4.02. Construction of Wastewater Facilities - Phasing. The Developers or the District will construct, in phases and as reasonably needed to serve the District, the Interim Wastewater Facilities to provide sufficient wastewater treatment capacity for the District and the Out-of-District Property. The Interim Wastewater Facilities will be permitted by the TCEQ and leased by the District. Any lease payments associated with the Interim Wastewater Facilities (the "Lease Payments") shall be paid solely by the District.

After construction of the Interim Wastewater Facilities has been commenced by the District, and until such time as at least one of the Interim Wastewater Facilities'

wastewater treatment plant is operational, the District shall be permitted to pump and haul wastewater from a manhole within the District to another permitted wastewater treatment facility. At such time as the District has seventy-five (75) active single-family residential connections (as demonstrated by corresponding certificates of occupancy), the District will not be able to add any additional connections until the Interim Wastewater Facilities have been completed and placed in service.

4.03 Construction of Permanent Wastewater Facilities - Phasing. The District and Out-of-District Property will be required to participate in the regionalization of wastewater treatment services by funding the construction of its Permanent Wastewater Facilities (or expanding existing City wastewater treatment plants(s)) at the City's regional wastewater treatment plant site to be located at 1001 County Road 64, Rosharon, Texas, 77583 (the "Regional Plant Site"). The District shall bear the costs of the necessary lines and appurtenances to convey wastewater to the Regional Plant Site as more specifically provided for in Section 4.06 of this Agreement. Upon the earlier of (a) the average daily flow in the Interim Wastewater Facilities reaching 75% of the cumulative design capacity for all interim phases, (b) twenty years from the date the first phase of an Interim Wastewater Facility was placed into service, or (c) the date the District/Developers are required to deposit the Escrowed Funds (as defined below) the City shall commence the design of the first phase Permanent Wastewater Facilities at the Regional Plant Site and thereafter proceed with diligence to construct the Permanent Wastewater Facilities to provide wastewater treatment services to the District. The City shall complete construction, subject to District funding, of the final phase of the Permanent Wastewater Facilities no later than 20 years from the date the final phase of all Interim Wastewater Facilities was put into service.

At the time of filing with the City a preliminary plat that would include the 1,500th single-family residence in the District, the District and/or Developers shall be required to escrow with the City the estimated costs of the design and construction of the District's Permanent Wastewater Facilities as estimated in good faith by both the Engineers and the City engineer (the "Escrowed Funds"). The City shall separately account for the Escrowed Funds and use such funds, including accrued interest thereon, solely for the design and construction of the Permanent Wastewater Facilities. The District/Developers shall only be responsible for funding wastewater treatment capacity necessary to serve the District and the Out-of-District Property to the effect that the District/Developers shall neither incur, nor pay, any costs related to the design or construction of the District's Permanent Wastewater Facilities to the extent such facilities are oversized to serve other third parties. Upon completion of the construction of the Permanent Wastewater Facilities, the City will perform a final accounting of the costs of the design and construction of same and provide a copy of the accounting to the District. If the costs exceed the amount of Escrowed Funds, including interest earned thereon, the City shall invoice the District for the difference, and the District shall pay such invoice within 45 days of receipt. If the accounting shows a surplus of Escrowed Funds, the City shall

refund such overpayment to the District within 45 days. The District /Developers shall have reserved for themselves, in the Permanent Wastewater Facilities, all capacity funded by the District/Developers pursuant to this Section to serve the Tract and the Out-of-District Property. The City shall not make additional wastewater commitments to other parties that would negatively impact the District and Developers' reservations set forth in the immediately preceding sentence.

4.04. Rates. After the City's acceptance of the Facilities, the City shall bill and collect from customers of Wastewater Facilities, and shall from time to time fix such rates and charges for such customers as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by Wastewater Facilities will be equal and uniform to those charged other similar classifications of users all areas of the City; provided, however, that the City may charge any customers of the Wastewater Facilities located in the Out-of-District Property such rates and charges that are equal and uniform to those charged other similar classifications of users located outside the City or not otherwise subject to City property taxation.

4.05. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide wastewater service to individual customers. The City may impose tap fees for connecting to the Wastewater Facilities at a rate to be determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

4.06. Offsite Wastewater Line Extensions to Connect to City Wastewater System. The District and/or Developers shall design, finance, and construct such necessary wastewater facilities (including, but not limited to, force mains, lift stations, and associated property acquisition and/or road improvements) to connect the Tract and the Out-of-District Property to the Permanent Wastewater Facilities located at the Regional Plant Site (the "Offsite Wastewater Line Extensions"). In the event that the City constructs the Permanent Wastewater Facilities at a different location than the Regional Plant Site, then the City shall bear all costs associated with the design and construction of the Offsite Wastewater Line Extensions in excess of the cost (as estimated in good faith by both the Engineers and the City engineer) to design and construct the Offsite Wastewater Line Extensions to Regional Plant Site. The District and the City shall cooperate on the timing of the construction and location of the Offsite Wastewater Line Extensions.

4.07. Wastewater Connections. The District may construct multiple connections between the Permanent Wastewater Facilities and the District's wastewater treatment system, the location(s) of which shall be mutually agreed upon by the District and the City Engineer, but which shall be located within the District's boundaries (the "Wastewater Points of Connection"). All wastewater collected from customers within

the District and the Out-of-District Property shall be delivered through the Wastewater Points of Connection. The City shall, within eighteen (18) months of the anticipated completion of the Permanent Wastewater Facilities, notify the District in writing of the construction timeline associated therewith. The District and the City shall cooperate on the timing of the construction and location of the Wastewater Points of Connection.

4.08. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's wastewater treatment plants (including those which have been constructed and conveyed by the District to the City), provided that this provision shall not be interpreted to alter the District's obligation to construct all Wastewater Facilities necessary to serve the Tract.

4.09. Wastewater Impact Fees. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of wastewater treatment facilities to serve the District, the City agrees that the District, Developers, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.

4.10. Out-of-District Wastewater Collection and Treatment Service. In consideration for the District's financing, design, construction, and implementation of the ultimate provision of wastewater collection and treatment services to serve the District, nothing herein shall prevent, and the City shall not object to, the Wastewater Facilities providing wastewater collection and treatment service to the Out-of-District Property. The Parties acknowledge that the Out-of-District Property is currently located within the corporate limits of Sandy Point, Texas and hereby agree that any wastewater collection and treatment services from the Wastewater Facilities to the Out-of-District Property is conditioned upon duly given consent and/or approval by the City of Sandy Point, Texas consenting to such service.

ARTICLE V
FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds.

(a) Bonds. The District shall have the authority to issue, sell and deliver Bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas. The District shall not be authorized to sell Bonds until it has provided the City with a certified copy of the Texas Commission on Environmental Quality order approving the Bond issue.

(b) Tax Levy. In order to pay for the day-to-day operations of the District, the District may levy and assess and collect an operation and maintenance tax, provided that the District's combined debt service and operation and maintenance tax in a given year does not exceed $1.50 per $100 in valuation.

5.02 Purpose for Bonds and Use of Bond Proceeds. The District will issue Bonds only for the purpose of purchasing and constructing or otherwise acquiring Facilities or parts of Facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions, and repairs thereto, and purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing for developer's operating advances, and providing for developer interest and for any necessary capitalized interest and costs of issuance.

5.03 Reserved.

5.04. Bonds as Obligation of District. Unless and until the City shall dissolve the District and assume the properties, assets, obligations and liabilities of the District, the Bonds of the District, as to both principal and interest, shall be and remain obligations solely of the District and shall never be deemed or construed to be obligations or indebtedness of the City; provided, however, that nothing herein shall limit or restrict the District's ability to pledge to or assign all or any portion of the Annual Payments to be made by the City to the District as provided herein, to the payment of the principal of, or redemption premium, if any, or interest on the Bonds or other contractual obligations of the District relating to the financing, acquisition or use of the Facilities. The Bonds shall not contain any pledge of the revenues from the operation of the Facilities other than the Annual Payments from the City.

5.05. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE VI
ANNUAL PAYMENTS AND DISTRICT TAXES

6.01. Calculation of Annual Payments. In consideration of the acquisition and construction of the Facilities by the District and in order to comply with Texas Commission on Environmental Quality rules and to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City shall make an annual payment to the District ("Annual Payment"). The Annual Payment shall only be made based on the City's tax revenues actually collected and received by the City from real property taxable by the City and located within the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. The Annual Payment shall be calculated as described herein below.

The revenues generated from within the District by the City Tax Rate shall be rebated to the District under this Section. Expressed as a formula, the Annual Payment is: City M&O Tax Rate X District Taxable Assessed Valuation/100 x collection percentage.[1] The City shall not rebate any portion of the debt service component of its tax rate to the District.

The structure of the District's receipt of the Annual Payments shall be as follows:

2025-2029	Annual Payment equal to 100% of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage
2030-2034	Annual Payment equal to 75% of the City's Tax Rate of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage
2035-2039	Annual Payment equal to 50% of the City's Tax Rate of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage

The Parties recognize that the City Tax Rate may increase or decrease over time. As such, the City shall annually reevaluate and determine the City Tax Rate for the purposes of this Agreement. The Parties shall use the City's most recent Comprehensive Annual Financial Report and the District's most recent certified tax roll from the Brazoria County Appraisal District. The Annual Payment shall be used by the District to pay for the design and construction of water, sewer, and drainage facilities, park and recreational facilities or road facilities or to pay debt service on outstanding bonds issued by the District.

[1] This formula is included for ease of calculation. As described above, the Annual Payment is funded from the taxes actually collected and received by the City. However, as there will inevitably be corrections, supplements, and adjustments to the tax rolls (as further described in Section 6.03), the formula included here simplifies the complex math associated with such changes.

6.02. Payment of Annual Payment. The Annual Payment shall begin on February 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Brazoria County Appraisal District and shall be payable each May 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the calendar year preceding the calendar year of each such May 1 (e.g., if the District receives a tax roll for the calendar year 2027, the Annual Payment for such year will be due May 1, 2028). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid.

6.03. Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Annual Payment. The parties recognize and acknowledge that, from time to time, the Brazoria County Appraisal District may submit to the District one or more Supplemental Tax Rolls and/or Correction Tax Rolls and that each such Supplemental Tax Roll and/or Correction Tax Roll may affect the total value of taxable properties within the District for a particular year and therefore the Annual Payment due and payable by the City for such year. The District agrees that promptly upon receiving a Supplemental Tax Roll and/or Correction Tax Roll, the District shall deliver such Supplemental Tax Roll and/or Correction Tax Roll to the City. Promptly upon receiving a Supplemental Tax Roll and/or Collection Tax Roll from the District, the City shall recalculate the amount of the Annual Payment pertaining thereto and shall notify the District of the amount of such recalculated Annual Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Annual Payment, the City shall pay to the District the amount, if any, by which the recalculated Annual Payment exceeds the amount of the Annual Payment previously paid by the City to the District for the year in question, or the District shall pay to the City the amount, if any, by which the recalculated Annual Payment is less than the amount of the Annual Payment previously paid; provided, however, that if such amount in either instance is less than $1,000.00, rather than payment within such 45 days, the next Annual Payment shall be adjusted accordingly. The obligation of the City to make Annual Payments to the District shall terminate on (i) the date when all of the District's obligations, including all Bonds of the District, have been fully paid and discharged as to principal, redemption premium, if any, and interest; or (ii) the termination of this Agreement in accordance with Section 9.15 hereof, whichever occurs first; provided that no Annual Payment shall be made with respect to tax years 2040 and thereafter. Nothing herein shall be deemed or construed to require that the City shall be or become liable for any debt or other obligations of the District including, without limitation, the payment of principal, redemption premium, if any, or interest on any Bonds until such time as the City dissolves the District and acquires the District's Assets and assumes the District's Obligations as provided by law and Article VII, below.

6.04. Access to Records for Verifying Calculation of Annual Payments. The City shall maintain proper books, records and accounts of all ad valorem taxes levied by the

City from time to time in the City's Department of Finance and Administration, shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records and accounts of all Bonds issued by the District and its debt service requirements.

6.05. District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's Obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund or reserve fund; and (ii) for maintenance purposes all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the Districts authority to levy ad valorem taxes as the Board of Directors of the District from time to time may determine to be necessary. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal or redemption premium, if any, or interest on the Bonds or otherwise in accordance with applicable law. Each party to this Agreement agrees to notify the other party as soon as is reasonably possible in the event it is ever made a party to, or initiates a lawsuit for, unpaid taxes.

6.06. Sale or Encumbrance of Facilities. It is acknowledged that the District may not dispose of or discontinue any portion of the Facilities.

ARTICLE VII
DISSOLUTION OF THE DISTRICT

7.01. Dissolution of District Prior to Retirement of Bonded Indebtedness. The City and the District recognize that, as provided in the laws of the State of Texas, the City has the right to abolish and dissolve the District and to acquire the District's Assets and assume the District's Obligations. Notwithstanding the foregoing, the City agrees that it will not dissolve the District until the following conditions have been met:

1. At least 95% of the District's Facilities have been developed; and

2. The costs of the Facilities have been reimbursed by the District to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

7.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly and finally made and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VIII
REMEDIES IN EVENT OF DEFAULT

8.01 Default by Either Party. The Parties hereto expressly recognize and acknowledge that a breach of this Agreement by either Party may cause damage to the nonbreaching Party for which there will not be an adequate remedy at law. Accordingly, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event of a breach hereof by either Party, the other Party shall be entitled but not limited to the equitable remedy of specific performance or a writ of mandamus to compel any necessary action by the breaching Party. In the event that a Party seeks a remedy as provided in this Article or any monetary damages as otherwise provided in this Agreement, the breaching Party shall be required to pay for the non-breaching Party's attorneys fees and court costs.

8.02 Notice of Default. The non-breaching Party shall notify the other Party in writing of an alleged failure to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Party shall, within thirty (30) days after receipt of such notice or such longer period of time as may be included in the notice, either cure such alleged failure or, in a written response to the non-breaching party, 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
MISCELLANEOUS PROVISIONS

9.01. Assumption by the District. Developers covenant and agree to cause the District to approve, execute, and deliver to the City this Agreement within forty-five (45) days of the District's confirmation election. However, if the District fails to execute this Agreement within the forty-five (45) days, or in the event that the District has not been created by December 31, 2025, either Developers or City may terminate this Agreement upon ten (10) days' written notice to the other party. If the District fails to approve, execute, and deliver this Agreement to the City within the time frame required herein, then Developers shall not, from and after the date of such failure, enter into any agreements with the District ("District Reimbursement Agreement") or seek

reimbursement from the District for any expenses incurred in connection with the District or development of the Property until the failure has been cured.

9.02. Permits, Fees, Inspections. The District understands and agrees that all City ordinances and codes, including applicable permits, fees and inspections, shall be of full force and effect within its boundaries the same as to other areas within the City's corporate limits.

9.03. Force Majeure. In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and the full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

9.04. Approvals and Consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.05. Address and Notice. Any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by email with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Iowa Colony, Texas
3144 Meridiana Parkway
Iowa Colony, Texas 77583
Attn: City Manager

Maple Farms:	Maple Farms Holdings LLC 1333 West Loop South, Suite 910 Houston, Texas 77027 Attn: Mr. Itiel Kaplan itiel@mapledevelopmentgroup.com
521 Opportunity:	521 Opportunity LLC 24000 AJ Foyt Road Hockley, Texas 77447 Attn: Mr. Mark Terpstra mark@texaslandinvestments.net
Gregory Lloyd Miller Trust:	Gregory Lloyd Miller Trust 3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com
Gen-Skip:	Gen-Skip LLC 3 Wexford Court Houston, Texas 77024 Attn: Mr. Gregory Miller greg@gregorylmiller.com
District:	Brazoria County Municipal Utility District No. 90 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Robert A. Seale rseale@abhr.com

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

9.06. Assignability. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether

one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 9.06, a Developer's sale of all or substantially all of the portion of the Tract that it owns to an affiliate or partner of such Developer, or a special purpose entity created by such Developer to develop the Tract, or an entity unaffiliated with the Developer that does not intend to develop the Tract, shall not be considered a Successor Developer, and written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

9.07. No Additional Waiver Implied. The failure of either party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other party.

9.08. Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

9.09. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

9.10. Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

9.11. Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

9.12. Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

9.13. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

9.14 No Allocation Agreement. The Parties acknowledge and agree that this Agreement is not an "allocation agreement" as such term is defined in Section 54.016(f), Texas Water Code, as amended. The Parties hereby agree to forever waive any and all rights they may now or in the future have arising under or out of Section 54.016(f), Texas Water Code, as amended, to contest the levy of the ad valorem tax rates imposed by either the City or the District. Nothing herein shall be deemed to substantively alter or amend the provisions of this Agreement, it being the intent of the parties to clarify their mutual understanding and agreement concerning the application of Section 54.016(f), Texas Water Code, as amended.

Notwithstanding the contrary intent of the Parties, if there is a determination that this Agreement does constitute an "allocation agreement" within the meaning of Section 54.016(f), Texas Water Code, as amended, then this Agreement shall be terminated, and the Parties agree to enter into such subsequent agreement(s) as may be necessary to implement the intent of this Agreement as nearly as possible without creation of an "allocation agreement". Each Party agrees to cooperate with the other to implement the intent of this paragraph.

9.15 Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City; or (ii) the expiration of forty (40) years from the date hereof (the "Initial Term"); provided, however, that this Agreement shall automatically renew for successive one (1) year terms beyond the Initial Term until such time as the City dissolves the District. Further, a Developer or the City may terminate this Agreement in the event that the Texas Commission on Environmental Quality does not adopt an order consenting to the creation of the District on or before December 31, 2025.

9.16 Statutory Verifications. Each Developer makes the following verifications in this section:

a. No Boycott of Israel or Energy Companies. By signing and entering into the Agreement, each Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy

companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

b. No Boycott of Firearms. By signing and entering into the Agreement, each Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does 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. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

c. Chapter 2252, Texas Government Code. Each Developer hereby represents and warrants that at the time of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

d. Form 1295. Each Developer represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 12th day of August, 2024.

THE CITY OF IOWA COLONY, TEXAS

_____

Mayor

ATTEST/SEAL

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

MAPLE FARMS HOLDINGS LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ _____, 2024, by _____, _____ of Maple Farms Holdings LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

521 OPPORTUNITIES LLC,
a Texas limited liability company
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ _____, 2024, by _____, _____ of 521 Opportunities LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

GREGORY LLOYD MILLER TRUST
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ _____, 2024, by _____, _____ of Gregory Lloyd Miller Trust, on behalf of said trust.

_____
Notary Public, State of Texas

(NOTARY SEAL)

GEN-SKIP LLC,
a Louisiana limited liability company
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ _____, 2024, by _____, _____ of Gen-Skip LLC, a Louisiana limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

Pursuant to Section 9.01 hereof, the District has executed the Agreement.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 90

By: _____
Name: _____
Title: President, Board of Directors
Date: _____

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

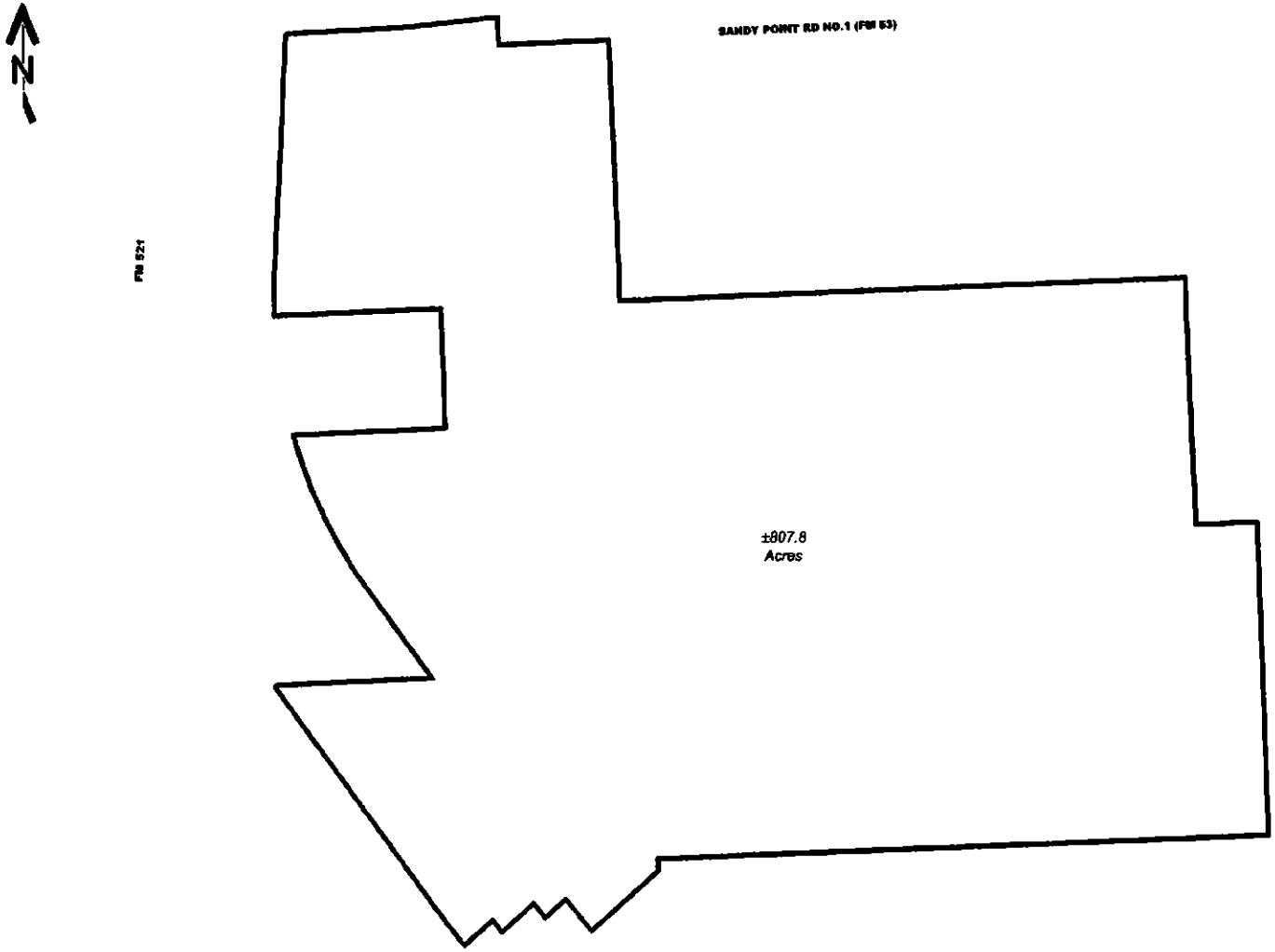
This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, President of the Board of Directors of the Brazoria County Municipal Utility District No. 90, on behalf of said entity.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

(SEAL)

Exhibit A

District Boundaries



an ownership map for

MAPLE FARMS

±807.8 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE

MTA-45005
AUGUST 5, 2024

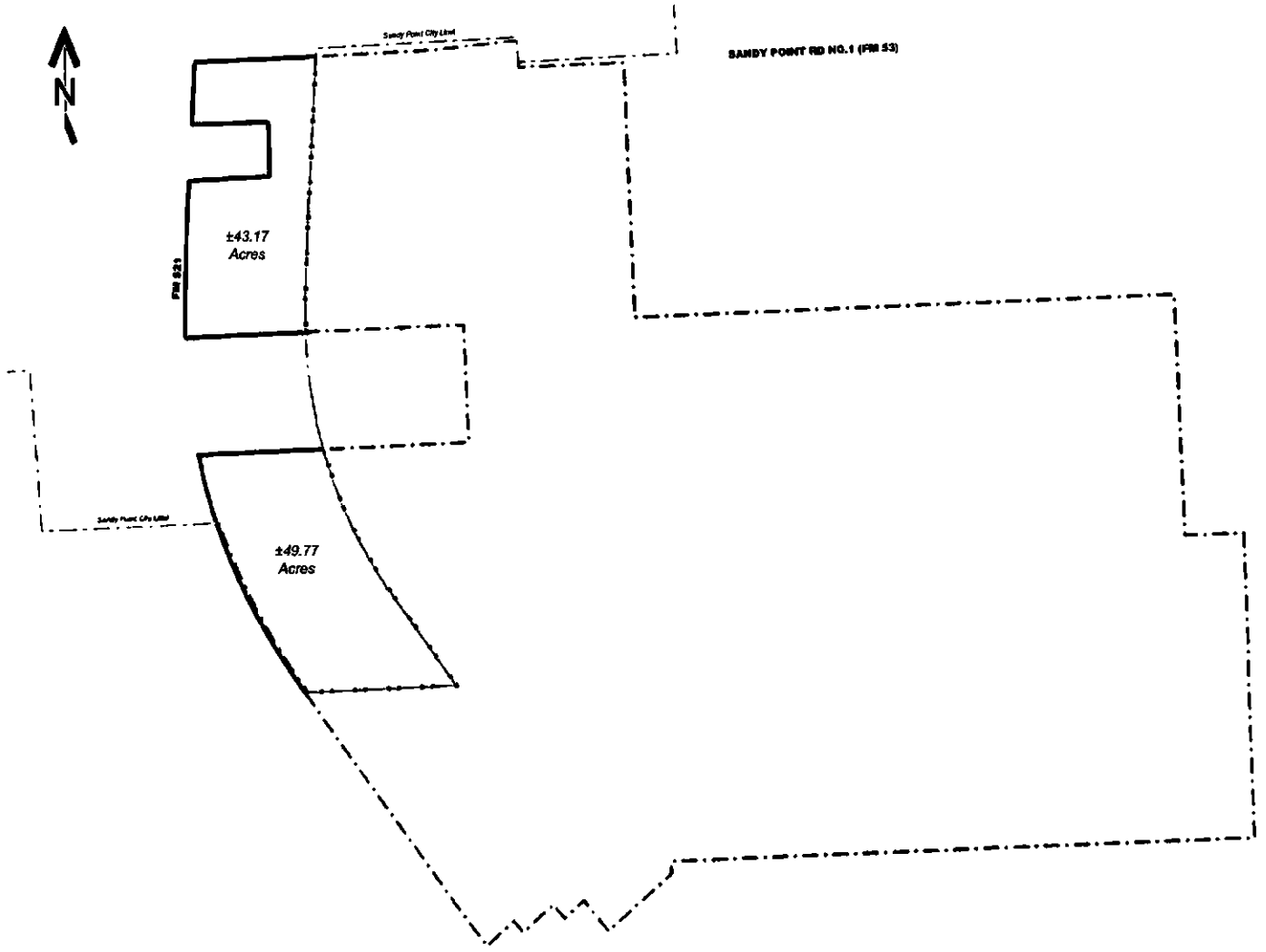
THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

META PLANNING + DESIGN

EXHIBIT A

Exhibit B

Out-of-District Property



an ownership map for

MAPLE FARMS

±92.94 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META
24265 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE

META-45885
JULY 1, 2024

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONVEYANCE OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN

EXHIBIT B

Exhibit E

Annexation Petition

PETITION FOR ANNEXATION
INTO THE CITY OF IOWA COLONY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

The undersigned, MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, or its successor or assigns ("Maple Farms"), 521 OPPORTUNITY, LLC, a Texas limited liability company, or its successor or assigns ("521 Opportunity"); GREGORY LLOYD MILLER, TRUSTEE OF THE GREGORY LLOYD MILLER TRUST, or its successor or assigns ("Gregory Lloyd Miller Trust"); and GEN-SKIP LLC, a Louisiana limited liability company, or its successors or assigns ("Gen-Skip") (each, a "Petitioner" and, collectively, the "Petitioners"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City to extend the present corporate limits so as to include and annex as part of the City the tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the Petitioner would show the following:

1. The Land is comprised of approximately 807.8 acres currently located outside the corporate limits or extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended) of any municipality.

2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

3. The Petitioners hereby certify that they are the sole owners of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that owns the Land or has an ownership interest in any part of the Land. The Petitioners acknowledge the City has offered a development agreement and the Petitioners have entered into a development agreement with the City.

4. This Petition may be recorded in the official real property records of Brazoria County, Texas, and shall bind the Petitioner's successors and assigns.

5. This Petition is irrevocable while the Development Agreement between the City of Iowa Colony and Petitioners is in effect as to the Land.

Respectfully submitted this _____ day of _____, 2024.

MAPLE FARMS HOLDINGS LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ _____, 2024, by _____, _____ of Maple Farms Holdings LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

521 OPPORTUNITIES LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ _____, 2024, by _____, _____ of 521 Opportunities LLC, a Texas limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

GEN-SKIP LLC,
a Louisiana limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ _____, 2024, by _____, _____ of Gen-Skip LLC, a Louisiana limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

GREGORY LLOYD MILLER TRUST

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ _____, 2024, by _____, _____ of Gregory Lloyd Miller Trust, on behalf of said trust.

_____
Notary Public, State of Texas

EXHIBIT A
The Land

FILED and RECORDED

Instrument Number: 2024041973

Filing and Recording Date: 09/30/2024 09:12:46 AM Pages: 139 Recording Fee: $573.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-emily