

**DEVELOPMENT AGREEMENT
BETWEEN AND AMONG THE CITY OF IOWA COLONY, TEXAS;
DPEG HERITAGE, LP; GREEN INK PROPERTIES LLC; AND MAJESTIC DEVELOPERS LLC**

This Development Agreement (the "Agreement") is made and entered into as of September 15, 2025, by THE CITY OF IOWA COLONY, TEXAS (the "City"), a home rule municipality in Brazoria County, Texas, acting by and through its governing body the City Council of Iowa Colony, Texas; DPEG HERITAGE, LP, a Texas limited partnership ("DPEG"); Green Ink Properties LLC, a Texas limited liability company ("Green Ink"); and MAJESTIC DEVELOPERS LLC, a Texas limited liability company ("Majestic"). DPEG and Green Ink are collectively referred to as "Landowner".

RECITALS

WHEREAS, Landowner and Majestic own all of the approximately 39.83 acres described in the attached Exhibit "A" (the "Property"), which is currently located wholly within the extra-territorial jurisdiction ("ETJ") of the City, and which is anticipated to be annexed into the corporate limits of the City; and

WHEREAS, Landowner and Majestic are in the process of annexing the Property into the corporate limits of the City; and

WHEREAS, Majestic desires to develop a master planned single-family residential community within the Property; and

WHEREAS, Majestic's proposed development of the Property includes the construction of a public water system, public sewer system, public drainage system and public roads; and

WHEREAS, Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City; and

WHEREAS, City, Landowner and Majestic agree that the development of the Property can best proceed pursuant to a single development agreement; and

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

WHEREAS, City, Landowner and Majestic are authorized to enter into this Agreement pursuant to Section 212.171 et seq of the Texas Local Government Code (the "Act"); and

WHEREAS, City, Landowner and Majestic are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, City and Landowner, and Majestic 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 Council means the City Council of the City or any successor governing body.

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, including, without limitation, the City's major thoroughfare plan.

County means Brazoria County, Texas.

Developer means either Majestic or Landowner when it is engaged in Substantial Development Activities on the portion of the Property it owns. *Developers* means collectively Landowner and Majestic when both are acting as a Developer.

District means the proposed municipal utility district to be created to encompass the Property pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and operating under Chapters 49 and 54 of the Texas Water Code.

End-Buyer means any owner, tenant, user or occupant of any fully developed and improved lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the County real property records.

General Plan means the Sunset Prairie Plan of Development attached as Exhibit "B".

HOA means a mandatory homeowners association to be created and having jurisdiction over all single-family residential homes.

Landowner means DPEG and Green Ink.

Party means individually, the City, Landowner or Majestic, and "*Parties*" means collectively, the City, Landowner and Majestic.

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

Substantial Development Activities means the subdivision of the Property or any portion thereof requiring a plat with the intent to sell to an End-Buyer or the construction of any improvements including but not limited to water, sewer, drainage facilities, parks, or roads.

System means the public water, sewer, drainage and road system constructed by the Developer to serve the Property. The term does not include the Water Plant or Wastewater Treatment Plant.

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

Water Plant means, initially, the City's water plant located at 9402 1/2 Bronze Shore Drive, Iowa Colony, Texas 77583, from which the City shall supply up to 50,400 gallons per day of water supply to serve the Property (i.e., 140 equivalent single-family connections at 360 gallons per day per connection). The term shall subsequently mean the water plant located on the same site, as expanded by the City in the future, or a new regional City water plant.

Wastewater Treatment Plant means, initially, the City's wastewater treatment plant located at 2401 County Road 57 from which the City shall provide up to 35,000 gallons per day of wastewater treatment capacity to serve the Property (i.e., 140 equivalent single-family connections at 250 gallons per day per connection). The term shall subsequently mean the City's currently under construction Northwest Regional Wastewater Treatment Plant.

ARTICLE II GENERAL PLAN AND PLATTING

Section 2.01 Introduction. The Property is to be developed as a single-family residential community, including portions developed for commercial/retail uses. The land uses within the Property shall be typical of a single-family residential development with accompanying commercial/retail uses.

Section 2.02 Platting. Developer shall be required to plat any subdivision of the Property in accordance with the City Development Ordinances.

ARTICLE III DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards; Development Quality; Fees.

(a) Except as may be specifically provided to the contrary in the terms of this Agreement, development of the Property shall comply with the City Development Ordinances.

(b) All fees to be paid to the City in relation to the development of the Property and the improvement thereof shall be the fees contained in the City's Development Ordinances then applicable to the Property.

Section 3.02 Single Family Residential Density.

(a) The Parties agree that development of the Property shall be in accordance with the requirements of this Agreement and the General Plan. The number of single-family residential

housing units within the Property shall be approximately one hundred three (103) units.

Section 3.03 Lot Size.

(a) The Parties agree that each single-family residential lot located within the Property will have a minimum fifty feet (50') width requirement (except knuckles, cul-de-sac and irregularly shaped lots) and that Developer shall not be required to develop a single-family residential lot having a width greater than fifty feet (50'). The minimum width requirement will apply at the building setback line. Development of any single-family residential lot having a smaller width shall require prior approval from the City.

Section 3.04 The System: General.

(a) The City shall provide capacity in the Water Plant and Wastewater Treatment Plant as provided herein to serve the Property. The System, including, without limitation, any offsite lines or facilities required to connect the System to the Water Plant and Wastewater Treatment Plant are the responsibility of the Developer. Developer will make provisions for public water distribution, wastewater collection, drainage services and public roads for the Property through public infrastructure to be provided by the Developer and/or District. The Developer and/or District shall be responsible for design and construction of the System, including connecting the system to the Water Plant and Wastewater Treatment Plant at points of connection to be determined by the City.

(b) Construction of the System shall be designed by engineers retained by the District. Plans for the System shall be subject to review and approval by the City. The District's engineer shall inspect the construction of the System constructed by Developer. The City shall be entitled to inspect construction of the System. Developer shall notify the City in writing in advance of when substantial completion of a phase is nearing, in order to assist the City in scheduling any final inspection by the City.

(c) Developer shall not be required by the City to oversize any public water, sewer or drainage systems or roads that are constructed to serve the Property to serve any areas outside of the Property; provided; however, the City and a Developer may agree to oversizing such additional facilities if the City shall provide contemporaneous payment of all costs of such oversizing to the effect that such Developer shall neither incur nor pay any costs related to the oversizing. Compliance with minimum design criteria of the City shall not be deemed oversizing.

(d) All water and sanitary sewer lines must be placed within the public right-of-way, general utility easements, or non-exclusive water and/or sewer easements granted to the City and its assigns, as found on the recorded plat approved by the City or by separate recorded instruments. All components of the System shall be conveyed to the City for ownership and operation as provided herein; provided, however, the City shall not accept conveyance of any detention/retention ponds.

Section 3.05 Water Supply Facilities.

(a) The parties acknowledge that Brazoria County Municipal Utility District No. 31

("MUD 31") is currently undertaking the expansion of the Water Plant by adding an additional water well, which is anticipated to be complete by August 2026 ("MUD 31 Expansion"). Capacity in the Water Plant, including without limitation the MUD 31 Expansion, is contractually reserved to serve development within MUD 31 and Brazoria County Municipal Utility District No. 32 ("MUD 32"); however, as the capacity is not immediately needed to serve development in such districts, the City will initially provide water to serve the Property from such facility until such time as the City completes its own future expansion of the Water Plant or proceeds with the construction of a new regional water plant.

Upon completion of MUD 31 Expansion, and not sooner, the City agrees to supply from the Water Plant up to 50,400 gallons per day of potable water supply to serve the Property (i.e., 140 equivalent single-family connections at 360 gallons per day per connection).

(b) Upon completion of the construction of each phase of the water supply and conveyance system to serve a portion of the Property, the Developer or District shall convey such facilities to the City free and clear of any and all liens and encumbrances and including any and all existing warranties. Upon the City's acceptance of same, the City (i) shall provide water supply services under terms identical to all other similar customers located within the corporate limits of the City, (ii) the City shall be solely responsible for the operation and maintenance of such assumed facilities, and (iii) the City shall be entitled to all revenues from the providing of such facilities and services.

Section 3.06 Wastewater Collection and Treatment Facilities.

(a) The City agrees to supply from the Wastewater Treatment Plant up to 50,400 gallons per day of wastewater treatment capacity to serve the Property (i.e., 140 equivalent single-family connections at 250 gallons per day per connection). The parties acknowledge that capacity in the Wastewater Treatment Plant is contractually reserved to serve development within MUD 31 and MUD 32; however, as the capacity is not immediately needed to serve development in such districts, the City will initially provide wastewater services to serve the Property from such facility until such time as the City completes construction of the new Northwest Regional Wastewater Treatment Plant, anticipated to be completed in the first quarter of 2027.

(b) Upon completion of the construction of each phase of the wastewater collection and conveyance system to serve a portion of the Property, the Developer or District shall convey such facilities to the City free and clear of any and all liens and encumbrances and including any and all existing warranties. Upon the City's acceptance of same, the City (i) shall provide wastewater collection and treatment services under terms identical to all other similar customers located within the corporate limits of the City, (ii) the City shall be solely responsible for the operation and maintenance of such assumed facilities, and (iii) the City shall be entitled to all revenues from the providing of such facilities and services.

Section 3.07 Drainage. Drainage from the Property shall connect to existing City drainage infrastructure at points of connection determined by the City. Unless otherwise agreed by the City, the District or HOA shall be responsible for the maintenance of the detention facilities constructed to serve the Property. In the event the District assumes responsibility for maintenance of the

detention ponds, the District and HOA shall enter into an agreement providing that upon dissolution of the District the HOA shall assume such responsibility. Upon the City's request, the District shall provide the City with a copy of the binding agreement between the District and HOA requiring the HOA to assume ownership and operation of the detention/retention facilities serving the District upon dissolution of the District.

Section 3.08 Open Space, Landscaping, and Recreational Facilities.

(a) Developer shall comply with City parkland dedication requirements as set forth in the City Development Ordinances.

(b) Developer hereby agrees to construct at least one amenity center within the Property, which may include varying features such as, but not limited to, splash pads, parks, or other recreational spaces. Fenced portions of the amenity center shall be open only to members of the HOA. Those areas not fenced shall be open to all members of the public. The HOA or District shall maintain the amenity center and related open spaces.

Section 3.09 Private Improvements/City Inspections.

(a) Houses, buildings and other private improvements within the Property shall be constructed in accordance with the City Development Ordinances.

(b) Construction of houses and buildings within the Property will be permitted by the City in accordance with the City Development Ordinances at the time permit applications are submitted to the City. All structures will be inspected by the City's building code inspector (or a third-party inspector hired by the City) in accordance with City Development Ordinances at the time the permit applications are submitted to the City.

Section 3.10 HOA. All single-family residential homes located within the Property shall be required to be within the jurisdiction of a homeowners association, which shall (i) collect mandatory fees, (ii) provide for the enforcement of deed restrictions encompassing such portion of the Property, (iii) maintain the open space (unless such open space is maintained by the District), and (iv) operate and maintain detention/retention facilities serving the Property upon dissolution of the District.

Section 3.11 Water Impact Fees. Developer shall be responsible for paying impact fees to the City for potable water supply capacity in accordance with the City's impact fee ordinance, as amended from time to time.

Section 3.12 Wastewater Impact Fees. Developer shall be responsible for paying impact fees to the City for wastewater collection and treatment capacity in accordance with the City's impact fee ordinance, as amended from time to time.

Section 3.13 Fire Protection Services. A portion of the Property is located in Brazoria County Emergency Services District No. 3 ("ESD"), a taxing authority that provides fire protection services to the Property. Developers agree to petition the ESD to include within its boundaries any portion of the Property not currently in the ESD's boundaries. In the event, such portion of the

Property is not annexed into ESD, the District shall enter into an agreement with ESD for the providing of fire and emergency medical services to the portion of District located outside the boundaries of ESD and pursue approval thereof in accordance with the provisions of the Texas Water Code, Section 49.353.

Section 3.14 End Buyers. End-Buyers shall have no liability for the failure of a Developer 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 (if applicable), land use restrictions applicable to the use of their tract or lot, and any applicable ordinances.

Section 3.15 Cedar Rapids Parkway.

(a) Cedar Rapids Parkway currently consists of a 20-foot-wide undivided roadway with roadside ditches within a 60-foot right-of-way (the ultimate right-of-way will be 120 feet). Cedar Rapids will be replaced with a 25-foot undivided concrete roadway from the tie-in at Sterling Lakes West to the Brazoria County line except where the roadway increases to accommodate the right turn lanes and left turn lanes proposed in the approved traffic impact analysis.

(b) In accordance with the City Development Ordinances, the Developer is required to dedicate the right-of-way necessary for and expand a half boulevard section (two lanes) of Cedar Rapids located adjacent to the Property for a distance of approximately 1,318 linear feet, as generally depicted in Exhibit "C" attached hereto (the "Expansion Work").

(c) In lieu of Developer performing the Expansion Work, and in an effort to allow the City to undertake a more wholistic project for the expansion of Cedar Rapids Parkway in the future, as opposed to piecemeal expansions, the City and Developer hereby agree that the Developer will pay to the City a contribution in lieu of construction in the amount reasonably determined by the City, based on the City Engineer's opinion of probable costs, as estimated on Exhibit "C", necessary for the City to cause the Expansion Work to be constructed (the "Contribution"). The Contribution to the City shall be due at the time of the first plat recordation for development of all or a portion of the Property. The City shall hold such funds for the Expansion Work, which the City shall hold until such time as the City awards a contract for a regional improvement to Cedar Rapids Parkway, including, without limitation, the Expansion Work. The Contribution to be paid by Developer shall be a fixed amount, regardless of whether the actual cost incurred by the City to complete the Expansion Work is ultimately more or less than the amount of the Contribution.

ARTICLE IV
PROVISIONS FOR THE DISTRICT

Section 4.01 Consent to Creation of the District. The City agrees to consent to the creation of the District.

Section 4.02 Annexation of the Property within the City. Prior to the creation of the District by the TCEQ, Landowner and Majestic shall petition the City and voluntarily annex all of the Property into the corporate limits of the City. The City shall annex the Property into the corporate limits of the City prior to the creation of the District.

Section 4.03 Voter Homes. Notwithstanding any other provision of this Agreement to the contrary, manufactured homes may be located within the Property, from time to time, for any purpose necessary for the creation or confirmation of the District or to join the ESD (including, without limitation, providing qualified voters within the District). The Developer will notify the City of the location and address of each manufactured home no less than thirty (30) days before the home is occupied. Such manufactured homes may be served by private wells and septic systems and without platting, notwithstanding any City Development Ordinance to the contrary. The Developers must remove any voter trailers, private wells and septic systems on the Property within three months after the 50th house on the Property is occupied, unless the City Manager approves an extension to this deadline.

Section 4.04 Construction Trailers. Construction trailers will be allowed within the Property, provided no residents reside within these trailers.

Section 4.05 Joinder by the District. No later than sixty (60) days after creation of the District is confirmed by District voters, the District shall execute the attached District Joinder and become a Party hereto.

ARTICLE V INTENTIONALLY DELETED

ARTICLE VI PROVISIONS FOR DEVELOPERS/LANDOWNERS

Section 6.01 Vested Rights. The parties agree that this Agreement constitutes a permit for purposes of Chapter 245, Texas Local Government Code, and that the Effective Date will be the date used for purposes of Chapter 245, specifically the date defined in Section 245.002(a).

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. Each Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's or its grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and Developer and its grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developers' Right to Continue Development. The City and Developers hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, a Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of a Developer hereunder applicable to the portion of the Property purchased by such Person. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable

for the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developers as set forth in Section 7.04 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

Section 6.04 Disclosures to Landowner. The City makes the following disclosures to the Landowner:

- (a) The Landowner is not required to enter into this Agreement.
- (b) The City is authorized to annex the Property under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Landowner.
- (c) This subsection is a plain-language description of the annexation procedures applicable to the Property.
 - 1. The Landowner must request the annexation in writing. If the Property is taxed agriculturally, then the City must offer a non-annexation development agreement providing for non-annexation of the Property under certain terms and conditions. The annexation may not be completed unless the Landowner rejects that offer. The City must enter into a municipal service agreement with the Landowner. 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.
 - 2. The annexation of the public roads in the annexation area is authorized by Subchapter 43, C-1 of the Texas Local Government Code, and the procedures for annexation of the roads are similar to the procedures stated above, except that no offer of a non-annexation development agreement is required. Two public hearings rather than one are required. A municipal service plan rather than an agreement is required. The annexation of the roads may not be completed immediately upon the completion of the second public hearing.
 - 3. The procedures for this annexation require the Landowner's consent.
 - 4. This Agreement, if accepted by the Landowner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

ARTICLE VII
MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the Parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that a Developer follow the development plans as set out in the General Plan with respect to the Property. The Parties acknowledge and agree that any substantial deviation from the General Plan in the form attached hereto and the concepts of development contained therein and any substantial deviation by 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 by Developer. By way of example, a substantial deviation from the General Plan would be:

1. A Developer's failure to develop the Property in compliance with the approved General Plan as from time to time amended; or Developer's failure to secure the City's approval of modification or amendment to the General Plan, to the extent required by City Development Ordinances; or
2. Failure of a Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property.

(b) 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. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement, court order, drought, or other imminent public health and safety reasons which are generally applicable to land and development activities in the City;
2. An attempt by the City to enforce any City ordinance within the Property that directly conflicts with the terms and conditions of this Agreement;
3. An attempt by the City to modify, amend, or control the General Plan except as permitted by this Agreement; or
4. An attempt by the City to unreasonably withhold approval of a plat of land within the Property that complies with the requirements of this Agreement.

(c) 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 VII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 7.02 Notice of Developer's Default.

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

(b) The City shall 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. The alleged defaulting Developer shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.03 Notice of City's Default.

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

(b) 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. The City shall make available and deliver to such Developer, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that 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 such Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If 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 Developer, then such Developer may take any appropriate action to enforce this agreement at law or in equity. Nothing herein shall be deemed a waiver of sovereign immunity by the City.

Section 7.04 Remedies.

(a) In the event of a determination by the City that Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 7.02, file suit in a competent jurisdiction in Brazoria County, Texas, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer), to the extent allowed by law.

(b) In the event of a determination by Developer that the City has committed a material breach of this Agreement, Developer may, subject to the provisions of Section 7.03, file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to such Developer, to the extent allowed by law.

(c) Neither party shall be liable for any monetary damages of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages or attorneys' fees.

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City, Landowner, Majestic, Landowner's successors and assigns, and Majestic's successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future Developers and other Landowners, other than End-Buyers. This Agreement and all amendments hereto (including amendments to the General Plan) may be recorded in the County real property records. This Agreement or a memorandum of this Agreement, when recorded, shall be binding upon the Parties hereto and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot. Except as set forth in this Section 8.01, this Agreement shall not be construed to confer any rights upon any third party.

Section 8.02 Term. This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate twenty-five (25) years from the Effective Date.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the Parties, the Parties shall promptly execute and file of record, in the County real property records,

a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after twenty-five (25) years from the Effective Date, the City may file in the County real property records a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Landowner/Developer. Any person who acquires the Property or any portion of the Property, but except for an End-Buyer whose liability is defined above, shall take the Property or portion of the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon a Developer, its successors and assigns, as provided in Section 8.01 above; provided, however, notwithstanding anything to the contrary herein, a Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become a Developer for purposes of this Agreement and notice is sent by such Developer to the City, and further provided that the City consents to such assignment in writing. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End- Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

Section 8.05 Amendment. This Agreement may be amended only upon written amendment executed by the Parties hereto whose rights and liabilities under this Agreement are affected by such amendment. Subject to Section 8.04, in the event Landowner or Majestic sells any portion of the Property, it may, but is not required to, assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 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 FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee, 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:	Office of the City Manager 12003 Iowa Colony Blvd. Iowa Colony, TX 77583
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rhemminger@iowacolonytx.gov

With Copy to: City of Iowa Colony
City Secretary
12003 Iowa Colony Blvd.
Iowa Colony, TX 77583
kroser@iowacolonytx.gov

Majestic/Landowner: Majestic Developers LLC
Attn: Alex Staten
1650 S Hwy 6, Suite 120
Sugar Land, TX 77478
alex@majesticdev.com

With copy: Quadros, Migl & Crosby PLLC
Attn: Colleen Migl
509 Branard Street
Houston, Texas 77006
cmigl@qmclaw.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 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 9.02 Time. Time is of the essence in all things pertaining to the performance of the provisions listed under Article VII of this Agreement.

Section 9.03 Severability by Court Action. Unless the court applies Section 9.04, if any provision of this Agreement or the application thereof to any person or circumstance 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.

Section 9.04 Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.05 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.06 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 9.07 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 9.08 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 9.09 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 9.10 Effect of State, Federal, and Local Laws. Notwithstanding any other provision of this Agreement, Developer shall comply with all applicable statutes or regulations of the United States and the State of Texas.

Section 9.11 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. 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 entity.

Section 9.12 Recordation. At such time as the Property is purchased by Developer, Developer shall record this Agreement in the real property records of Brazoria County and provide a copy thereof to the City.

Section 9.13 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of 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 full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics and pandemics, including, without limitation, COVID-19, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or

accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other inability of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 9.14 Anti-Boycott Verifications. By signing and entering into this Agreement, Developer and Landowner hereby verify that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Landowner and Developer understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Landowner and/or Developer and exists to make a profit.

Section 9.15 Iran, Sudan and Foreign Terrorist Organizations. Developer and Landowner represent that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Landowner and Developer understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and/or Developer and exists to make a profit.

Section 9.16 Chapter 2274-Anti-Boycott of Energy Companies Verification. By signing and entering into this Agreement, Developer and Landowner verify, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislative, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate or those entities or business

associations, that exist to make a profit, but does not include a sole proprietorship.

Section 9.17 Chapter 2274 - Anti-Boycott of Firearm Entities. By signing and entering into this Agreement, Developer and Landowner verify pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF IOWA COLONY:

By: _____
_____ Mayor

Date: _____

ATTEST

By: _____
_____ City Secretary

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

This instrument was acknowledged before me on the _____ day of _____, 2025, by
_____ Mayor of the City Iowa Colony, Texas, and _____ City
Secretary of the City of Iowa Colony, Texas.

Notary Public, State of Texas

[Official Notary Stamp]

LANDOWNER:

Green Ink Properties LLC,
a Texas limited liability company

By: _____
Tika So, Manager

STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared Tika So, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same in his capacity as Manager of Green Ink Properties, LLC, a Texas limited liability company, and that such instrument was executed on behalf of said entity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public, State of Texas

My Commission Expires: _____
Notary ID No.: _____

LANDOWNER:

DPEG Heritage, LP,
a Texas limited partnership

By: DPEG Heritage GP, LLC,
a Texas limited liability company
its General Partner

By: _____
Santosh Cividi, Manager

STATE OF TEXAS §
 §
COUNTY OF _____§

|

BEFORE ME, the undersigned authority, on this day personally appeared Santosh Cividi, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same in his capacity as Manager of DPEG Heritage GP, LLC, a Texas limited liability company, General Partner of DPEG Heritage, LP, a Texas limited partnership, and that such instrument was executed on behalf of said entity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public, State of Texas

My Commission Expires: _____
Notary ID No.: _____

Majestic Developers LLC,
a Texas limited liability company

STATE OF TEXAS §
COUNTY OF _____ §

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

My Commission Expires: _____
Notary ID No.: _____

DISTRICT JOINDER

Brazoria County Municipal Utility District No. ____ ("District") hereby represents that the voters within the District have confirmed creation of the District and the District does hereby become a party to the attached Agreement as provided in Section 4.05, effective the date below.

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. ____

By _____

Name _____

Its: _____

Date: _____

Exhibits:

- A The Property
- B General Plan
- C Cedar Rapids Parkway

Exhibit A
Property

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), AND NINE (9), IN BLOCK ONE (1), OF COLONY ESTATES PHASE 1 AS RECORDED IN CLERK'S FILE NO. 2005044763 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS.

Sunset Prairie Plan of Development

Submitted to:

The City of Iowa Colony

February 2025

Prepared for:

Majestic Development

Prepared by:



Plan of Development

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Plan of Development

I. INTRODUCTION**A. Summary**

The Planned Unit Development District establishes comprehensive guidance and regulations for the 39.83 Ac. Sunset Prairie Development (the “Project”). The Project is comprised of approximately 39.83 acres of privately owned land that is within unincorporated Brazoria County and the extraterritorial jurisdiction (ETJ) of the City of Iowa Colony.

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 is located south of Cedar Rapids Parkway in Brazoria County, north of County Road 56, between State Highway 288 on the east and FM 521 on the west.

D. Surrounding Land Use

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

E. Existing Site Conditions

The existing character of the Project 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

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an site exhibit for

SUNSET PRAIRIE

±39.83 ACRES OF LAND

prepared for

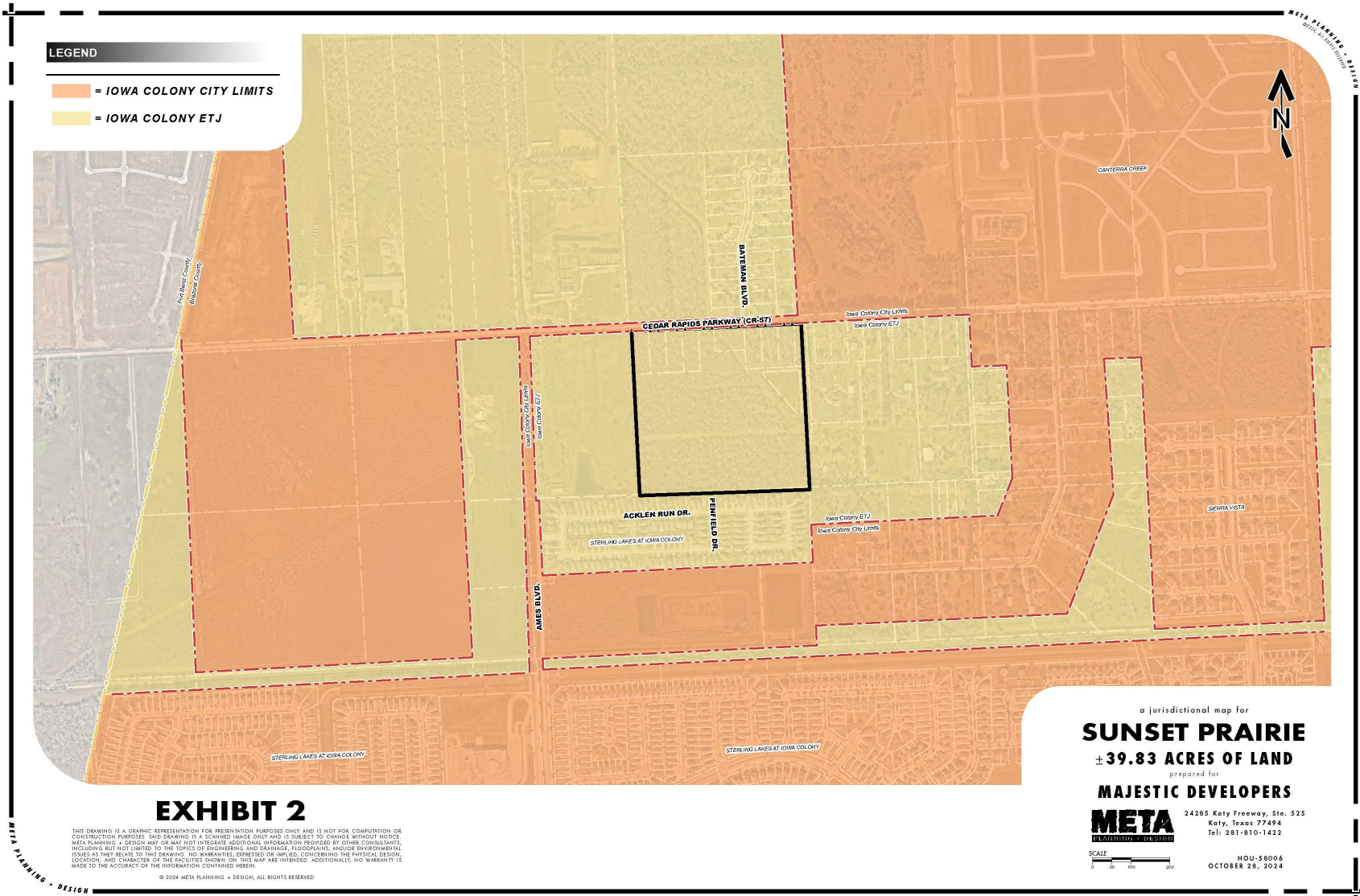
MAJESTIC DEVELOPERS

META
PLANNING + DESIGN

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Katy, Texas 77494
Tel: 281-810-1422

SCALE
0 50 100 200

HOU-58004
OCTOBER 28, 2024



Plan of Development

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 that will encourage an attractive and sustainable neighborhood 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. Increase Availability of Housing

Increasing the availability of affordable housing throughout the region can stimulate economic growth and promote a diverse community with residents from various socioeconomic backgrounds. Establishing a well-balanced population is essential for the long-term sustainability of the Project, enhancing both the social and economic fabric of the community. This diversity will not only strengthen Iowa Colony but also contribute to a vibrant and inclusive environment that benefits all residents.

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.

Plan of Development

4. Optimized Site Layout

The goal is to design a highly efficient and well-organized site layout that maximizes the use of each residential lot while also integrating strategically placed commercial spaces within the development. This strategic planning to enhance the functionality and visual appeal of the development, ensuring that residential areas are harmoniously situated with any commercial components. The layout should facilitate convenient access to commercial amenities, such as local shops or services, without disrupting the residential character. By utilizing flexible zoning and design standards, the development can offer a balanced mix of residential and commercial uses that serve the needs of the community while maintaining aesthetic and functional cohesion.

5. Enhanced Open Space Utilization

A key objective is to incorporate and optimize open spaces within the development to benefit both residential and commercial areas. The PUD should allocate areas for parks and green spaces that are accessible to all residents and complement any commercial spaces. These open areas should be designed to enhance the overall quality of life, provide opportunities for leisure and social interaction, and support a vibrant community atmosphere. Thoughtful integration of open space around commercial areas can create inviting environments for both residents and visitors, contributing to a more dynamic and appealing development.

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 communities offer a diverse range of housing stock options that meet the needs of the market. Greater access to open space, combined with the variety of uses and housing type attracts residents from all stages of life. The proposed land uses will help to achieve a variety of land uses 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), Commercial (C), and Parks & Open Space (P-OS). 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.

Plan of Development

Traditional Single Family Residential - The Traditional Single-Family Residential category (TSFR) is intended for the development of detached, single family dwelling units. The lot size within the Traditional Single-Family Residential category must have a minimum lot width of 50-feet and a minimum square footage of 6,000.

Commercial – The Commercial category (C) is designed to meet the demand for commercial development along Cedar Rapids Parkway

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.

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.

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.

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.

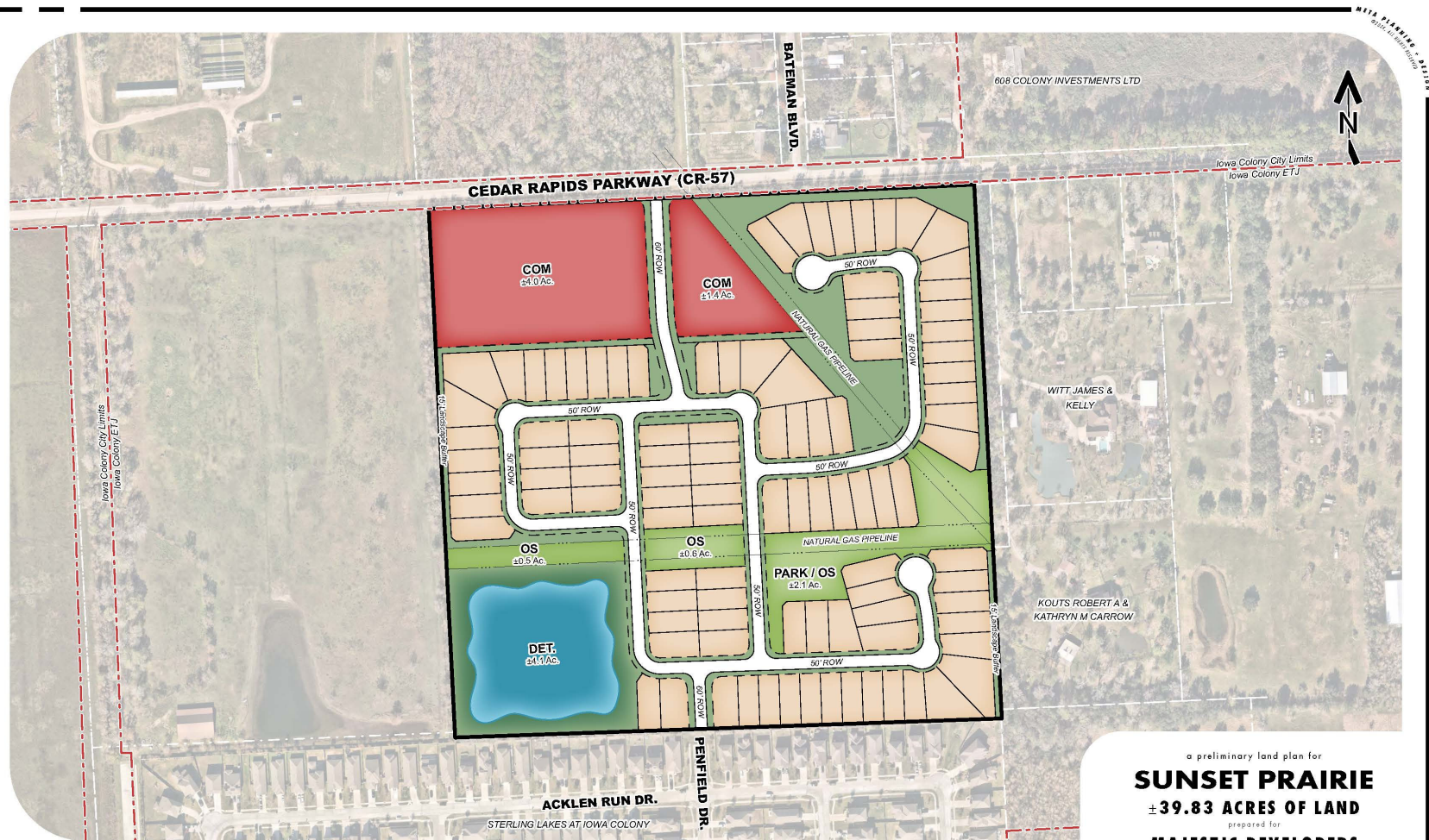


EXHIBIT 3

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LOT SUMMARY

50'x120'	102 LOTS	100%
----------	----------	------

TOTAL 102 LOTS

a preliminary land plan for

SUNSET PRAIRIE

±39.83 ACRES OF LAND

prepared for

MAJESTIC DEVELOPERS

META
PLANNING + DESIGN

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

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0 50 100 200

HOU-58006
OCTOBER 26, 2024

Plan of Development

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 Circle

The Project lies along Cedar Rapids Parkway as its northern boundary. The project will take primary access from Cedar Rapids Parkway and will have a back door connection to accommodate emergency services that will take access from an existing subdivision road, Penfield Drive, along the southern boundary.

2. Street Hierarchy

The street system within the 39.83-acre Sunset Prairie Development will consist exclusively of local streets. The primary objective of this design is to create a network of streets that are appropriately scaled for the land uses they support, while effectively channeling vehicular traffic to Cedar Rapids Parkway, which is a major thoroughfare within Brazoria County. This approach aims to minimize any potential negative impact on the residential neighborhood and adjacent properties. Below is an overview of the local streets anticipated for implementation within the Sunset Prairie Development:

Local Streets- Local Streets are designed to provide direct access to residential lots. Each Local Street will feature a 10-foot public utility easement on both sides of the right-of-way, with the right-of-way itself being 50 feet wide.

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

Streets within the Project shall conform to the City of Iowa Colony Engineering Design Criteria Manual (EDCM) except as identified in the following standards:

TABLE 1		
Section 6.3.1: 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
Neighborhood Collector	60 feet	28 feet

- 1) 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 and Iowa Colony Subdivision Ordinance except as identified in the following standards:

Plan of Development

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)

In no case shall cul-de-sacs exceed 1,050 feet in length.

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

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

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

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.

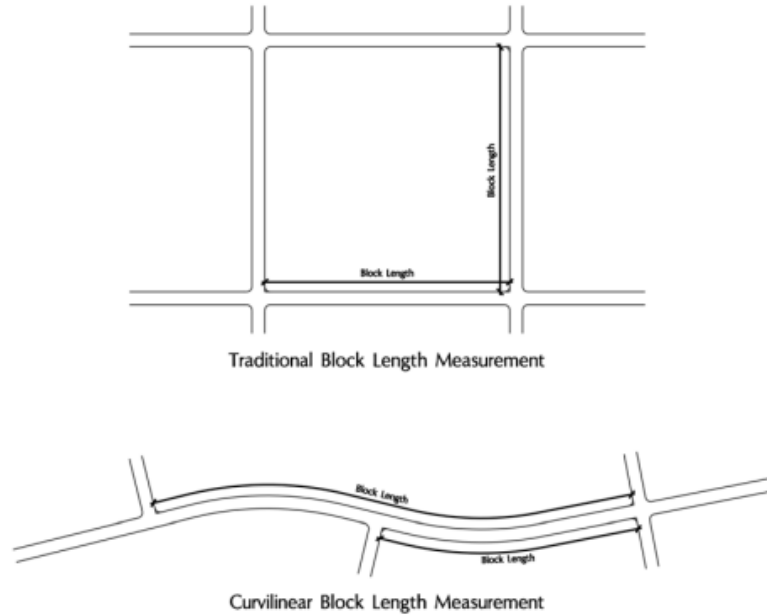
Curves along local streets shall have a minimum centerline radius of 100 feet, with the exception of corner or L-Type turns, which shall have a minimum radius of 50 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet.

Block Length: 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.

Plan of Development



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: The development as a whole will consist of two points of access. One point is access from major throughfare Cedar Rapids Parkway. Parking along the entry street shall be prohibited.

The Project, regardless of the number of lots, will require a maximum of two points of access for emergency protection access as illustrated in the Preliminary Land Plan.

Lot Frontage: Each single-family residential unit shall have frontage on a local street and or common area.

Lots that front on a commonly landscaped area must have vehicular access provided by a local 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.

5. Street Sidewalks

Plan of Development

Sidewalks shall be provided in accordance with the following schedule:

TABLE 2	
Sidewalk Requirements	
Street Type	Minimum Requirement
Major Thoroughfare	5-foot sidewalks are required and shall be provided in or near the southern right-of-way of the major thoroughfare by developer.
Local Street	5-foot sidewalks shall be provided on both sides of the street

Generally, sidewalks should be constructed within the right-of-way. 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 according to the Engineering Design Criteria Manual, the Developer shall contribute their pro-rata share of the cost for the traffic signals at the affected intersection, with the City covering the remaining portion. If a traffic signal is not warranted, the Developer shall have no obligation to fund, design, or construct for that intersection.

F. Parks, Open Space & Trails

1. Parks & Open Space

The City of Iowa Colony Zoning Ordinance for planned unit development regulations require that one acre per each 54 dwelling units be dedicated to parkland and 150 square feet of compensating open space (COS) be provided per single-family residential lot between 6,000-6,599 square feet. Based on a total unit count of 102 units, the projected requirement for the Project is 1.899 acres of parkland and 15,300 square feet of compensating open space (COS).

Approximately 3.30 acres of land within the Project is planned to be designated as parkland open space, as shown in Exhibit 3, and will include a neighborhood park, pipeline easements corridors, detention basins, and landscape and open space networks. The parks requirement will be fulfilled with the implementation of the Parks and Open Space Plan (Exhibit 4). All land which is dedicated for the purpose of fulfilling

Plan of Development

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, but they will also 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 Homeowner's Association. 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 won't apply to individual sections, provided the overall project meets the Parks and Open Space plan.

2. Trails

In addition to the required street sidewalks, the Project will feature a trail system that will extend throughout the community providing access through the park and open space. 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 Homeowner's Association.

3. Tree Preservation

The subject property is largely agricultural fields with few areas being partially wooded. Of these wooded areas, the majority of the vegetation appears to be new growth trees and brushes, 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.

LEGEND - PARK SPACE



-  = NEIGHBORHOOD PARK
-  SIDEWALKS (5' WIDE)
-  NATURE TRAILS (5' WIDE)
-  1/4 MILE RADIUS SERVICE AREA



EXHIBIT 4

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a parks & open space plan for
SUNSET PRAIRIE
± 39.83 ACRES OF LAND
prepared for
MAJESTIC DEVELOPERS

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SCALE
0 50 100 200

HOU-58006
OCTOBER 28, 2024

Plan of Development

G. Infrastructure**1. Water and Wastewater**

Water and wastewater services will be provided by the City of Iowa Colony.

2. 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 Iowa Colony Drainage District ditch. The drainage system will be designed in accordance with the City of Iowa Colony's Engineering Design Criteria Manual and Brazoria County Drainage District No. 5.

3. Flood Plain Management

No 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.

4. 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.

5. Schools

The Project is located within the Alvin Independent School District.

6. 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.

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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, silent, 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, if the change is deemed substantial. Changes to the Plan of Development that are not substantial do not need City Council approval, and the City's Designated Official is hereby authorized to approve changes to or approval by the Planning and Zoning commission. 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

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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, based on the current assessed value, 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. Pipelines

Pipeline safety and environmental regulation have generally focused on (a) the design, operation, and maintenance of pipelines and (b) incident response.

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

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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

Plan of Development

- Construction roads
- Fencing
- Water pumps and ponds

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 may 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)**

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

Plan of Development

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.

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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.

Minimum Pipeline* Setbacks:

Measured from Pipeline: 20 feet

Measured from Easement: 0 feet

*This applies to all pipelines as defined in Chapter 28-2 Iowa Colony Code of Ordinances

2. 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
- Automobile repair, minor, no outside work or storage
- 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

Plan of Development

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

Hotels

House wares and linens store

Ice retail distributing, but not manufacturing

Institutional uses

Insurance agency

Jewelry store

Laundry storefront, but not laundry plant

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Locksmith
Medical clinic
Medical supply store
Minor utilities
Mixed uses
Mortgage company
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
Shoe store and repair shop
Sporting goods store
Studio (art, music or photo)
Taxidermist
Tailor

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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 (automated car washes are allowed as accessory uses)

Sexually oriented businesses

Storage warehouse

Swap meet

Tattoo shop

Taxidermist

Upholstery shop

Minimum Lot Area: 8,000 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.

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Setbacks for commercial land uses will be considered minimum setbacks and allow for the siting of commercial structures anywhere within the unbounded, developable area of said tract.

Maximum Building Height: Thirty-eight (38) 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 Marshal.

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.

3. 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
	Landscape reserves
	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

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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.

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.

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6. Parking

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

TABLE 3	
Parking Requirements	
Land Use	Maximum Requirement
Single family residential	2 enclosed spaces per unit
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	Under 400,000 sf: 4 spaces per 1000 square feet of gross floor area
Restaurant	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

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:

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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.

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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, facades, or facia.

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.

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.

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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 – Are located at 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 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.

Homeowner'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.

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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 a mapped or designated collector and that conforms to the criteria established in this Plan of Development.

Lot – An undivided tract of land having frontage on a public, private street, or approved common area 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).

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.

Neighborhood – A collection of compatible subdivisions.

Neighborhood collector – A public street that is neither a major arterial nor a major collector road; however is designed to facilitate traffic distribution within residential areas. This type of street is not designated on the City's Thoroughfare Plan.

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, and any other undeveloped areas.

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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.

Recreational facilities – Any structure or building intended for active recreational use. Recreational uses may 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.

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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.

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.

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.

Plan of Development

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. If an issue, condition, or situation arises that is not specifically addressed or is silent in the Plan of Development, the City's Designated Official shall refer to the existing City of Iowa Colony Code of Ordinances in effect at the time of this document's adoption to resolve the issue.

C. Variances from the Subdivision Ordinance

The criteria established in this Plan of Development require variances from the City of Iowa Colony Subdivision Ordinance. These variances are necessary to achieve the community vision established for the Project. Table 5 describes the requested variances and their corresponding section of the subdivision ordinance. 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. 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.	A maximum of 4 percent of the total area shall be set aside for Open spaces areas, which shall include pipeline and utility easements, drainage ways and wet and dry detention areas.	1 percent reduction in the total area percentage. 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 50 feet.	10-foot reduction in width for traditional single-family dwellings.	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, Minimum right-of-way	The minimum right-of-way for local streets shall be 50 feet.	Neighborhood collector shall have a minimum right-of-way of 60 feet. Residential (local) streets providing access to lots may have a right-of-way width of 50 feet.	A 10-foot reduction in local right-of-way width will be implemented. Utility easements of 10 feet will be provided on both sides of the right-of-way. The paving section shall be 26 feet wide for local streets, while the neighborhood collector shall remain 28 feet in paving width.	The street paving section shall be 26 feet wide and will have no effect on traffic circulation. Ten-foot utility easements will be provided where necessary for utility maintenance. The reduction in right-of-way width allows for the preservation of more open space.
Sec. 33 Right-of-way widths (K)	All street rights-of-way widths shall be not less than 60 feet.	50-foot local streets	10 feet R.O.W. reduction, no reduction in paving	Project will feature local streets and neighborhood collectors that are designed to serve the variety of land uses and product types within the Project.
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 5 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 feet. Side-entry garages must be set back a minimum of 10 feet.	5-foot reduction for front setbacks for lots. 5-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.
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 50 feet with a minimum area of 6,000 s.f.	10-foot reduction in width and 300 s.f. reduction in area (traditional single family)	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.

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.	The proposed distance may be less than 20 feet between existing or planned trees, as long as there is now extreme variation in spacing.	N/A	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 3.5.3.1.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 28-3.A.1	No residential, commercial, or industrial structure, other than structures necessary to operate the facility or pipeline, shall be erected at or moved to a location nearer than 50 feet to any facility or pipeline other than a low-pressure distribution system pipeline as defined herein.	A 20-foot setback from a residential, commercial, or industrial structure is allowed from a pipeline.	A reduction of 30 feet	Allows for higher flexibility and more buildable acreage.

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.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.	Traditional single family residential lots may have a maximum lot coverage of 60%.	Traditional single family residential lots may have a maximum lot coverage of 60%.	Allowing a greater variety of housing products and variation in maximum lot coverage is a necessary component to achieve a healthy and sustainable community.

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.	A traditional single-family residential lot shall have a minimum 10-foot rear building setback.	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.l.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 have a lot area less than sixty-six hundred (6,600) square feet in lot area and be located closer than thirteen hundred and twenty (1,320) feet to the perimeter boundary of another single-family residential development with lots less that sixty-six hundred (6,600) square feet in 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 shall does not exceed 1,050 feet, with no increase to the paving radius within a 50-foot ROW radius.	Maximum length increased by 450’ without increasing the paving radius.	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.

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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 on the preliminary land plan.

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.

Plan of Development

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 from the effective date of this Agreement and will be the primary governing document for this property except as amended by necessity over the course of the project.

Exhibit C
Cedar Rapids
Parkway

**ENGINEER'S OPINION OF PROBABLE COST
SUNSET PRAIRIE DEVELOPMENT
CITY OF IOWA COLONY
CEDAR RAPIDS ROAD IMPROVEMENT
Thursday, September 4, 2025**

CONSTRUCTION COSTS

Mobilization/Startup/Bonds (5%)	\$ 35,000
Excavation, Paving, and Grading	\$ 429,453
Storm Sewer System	\$ 220,350
SWPPP	\$ 13,400
Total Construction Cost	\$ 663,203
<i>Contingency (20%)</i>	<i>\$ 132,641</i>
<i>Engineering (15%)</i>	<i>\$ 99,480</i>
<i>Construction Material Testing & Observation (8%)</i>	<i>\$ 53,056</i>
TOTAL CONSTRUCTION COSTS	\$ 948,380

**ENGINEER'S OPINION OF PROBABLE COST
SUNSET PRAIRIE DEVELOPMENT
CITY OF IOWA COLONY
CEDAR RAPIDS ROAD IMPROVEMENT
Thursday, September 4, 2025**

ITEM 5/21/2025	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>EXCAVATION, PAVING & GRADING</u>					
(All estimates are completed in-place)					
1.	Clearing and Grubbing	AC	1.00	\$ 5,000.00	\$ 5,000.00
2.	8" 4,500 PSI Reinforced Concrete Pavement	SY	4,100	\$ 75.00	\$ 307,500.00
3.	6" Reinforced Concrete Curb	LF	3,000	\$ 5.00	\$ 15,000.00
4.	Roadway Excavation	CY	1,875	\$ 5.00	\$ 9,375.00
5.	12" Stabilized Subgrade	SY	4,756	\$ 6.00	\$ 28,536.00
6.	Lime (40 lb/sy)	Ton	95	\$ 350.00	\$ 33,292.00
7.	Concrete Pavement Tie-In	EA	1	\$ 4,500.00	\$ 4,500.00
8.	ADA Ramps	EA	2	\$ 1,500.00	\$ 3,000.00
9.	Traffic Control	MO	3	\$ 2,500.00	\$ 7,500.00
10.	Install Stop Sign & Street Name Signs	EA	1	\$ 750.00	\$ 750.00
11.	Pavement Striping	LS	1	\$ 5,000.00	\$ 5,000.00
12.	Construction Staking	LS	1	\$ 7,500.00	\$ 7,500.00
13.	Remove existing asphalt	LS	1	\$ 2,500.00	\$ 2,500.00
TOTAL ESTIMATE AMOUNT					<u>\$ 429,453.00</u>

**ENGINEER'S OPINION OF PROBABLE COST
SUNSET PRAIRIE DEVELOPMENT
CITY OF IOWA COLONY
CEDAR RAPIDS ROAD IMPROVEMENT
Thursday, September 4, 2025**

ITEM 5/21/2025	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>STORM SEWER SYSTEM</u>					
(All estimates are completed in-place)					
1.	24" RCP STORM SEWER - LEAD - 24"	LF	200	\$ 105.00	\$ 21,000.00
2.	24" RCP STORM SEWER	LF	650	\$ 105.00	\$ 68,250.00
3.	30" RCP STORM SEWER	LF	700	\$ 130.00	\$ 91,000.00
4.	Type C Inlet	EA	4	\$ 5,000.00	\$ 20,000.00
5.	Storm Manhole	EA	4	\$ 4,500.00	\$ 18,000.00
6.	Connect to Existing Storm Sewer	EA	1	\$ 750.00	\$ 750.00
7.	OSHA Trench Safety System	LF	1,350	\$ 1.00	\$ 1,350.00
TOTAL ESTIMATED AMOUNT					<u>\$ 220,350.00</u>

ENGINEER'S OPINION OF PROBABLE COST
SUNSET PRAIRIE DEVELOPMENT
CITY OF IOWA COLONY
CEDAR RAPIDS ROAD IMPROVEMENT
Thursday, September 4, 2025

5/21/2025 NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<u>STORM WATER POLLUTION PREVENTION</u>					
(All estimates are completed in-place)					
1.	Reinforced Filter Fabric Fence	LF	1,350	\$ 4.00	\$ 5,400.00
2.	Hydromulch	AC	1.0	\$ 3,000.00	\$ 3,000.00
3.	Construction Entrance	EA	1	\$ 2,500.00	\$ 2,500.00
4.	Inlet Protection Barriers	EA	4	\$ 250.00	\$ 1,000.00
5.	Concrete Truck Washout	EA	1	\$ 1,500.00	\$ 1,500.00
TOTAL ESTIMATED AMOUNT					\$ 13,400.00