DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF IOWA COLONY, TEXAS, AND ALLIED DEVELOPMENT LLC

This Development Agreement (the "Agreement") is entered into effective _____ 2025, by THE CITY OF IOWA COLONY, TEXAS, a municipality in Brazoria County, Texas, (the "City") and ALLIED DEVELOPMENT LLC, a Wyoming limited liability company, or its successor or assigns (the "Developer").

RECITALS

Developer owns, or has the contractual right to purchase, approximately 191 acres of land that is located within the extraterritorial jurisdiction of the City, which acreage is more particularly shown in **Exhibit A** (the "Tract"). The City and Developer wish to provide for the orderly, safe, and healthful development of the Tract.

It is intended that Brazoria County Municipal Utility District No. 98 (the "District") will be created to encompass the Tract. The Developer intends to develop the Tract for single-family residential use. The development will occur in phases, and the Developer anticipates that each phase will be platted separately.

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

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

AGREEMENT

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

ARTICLE I.
DEFINITIONS

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

City means the City of Iowa Colony, Texas.

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

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

Consent Ordinance means the City's resolution, the form of which is attached hereto as **Exhibit C**, evidencing the City's consent to the inclusion of land within Brazoria County Municipal Utility District No. 98 in accordance with Texas Local Government Code Section 42.042 and Texas Water Code Section 54.016, each as amended.

County means Brazoria County, Texas.

District means Brazoria County Municipal Utility District No. 98, a municipal utility district intended to be duly created by act of the Texas Commission on Environmental Quality that encompasses the Tract and whose purposes are limited to public water supply and distribution services, sanitary collection and sewer services, stormwater drainage and detention services, fire protection, roads, and/or parks and recreational services to the areas within its boundaries, and any land that is annexed to the District with the consent of the City.

ETJ means extraterritorial jurisdiction.

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

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

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

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

Utility Agreement means the *Utility Functions Agreement between the City* of *Iowa Colony, Texas and Allied Development LLC on behalf of Brazoria County Municipal Utility District No. 98* dated _____, 2025.

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

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

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

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

ARTICLE II.
DEVELOPMENT PLAN, PLATTING, PETITIONS AND COSTS

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

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

Section 2.03. Plan of Development and Amendments Thereto.

(a) Because the Tract comprises approximately 191 acres intended to be subdivided as additional units in the same subdivision, the Developer has submitted a Plan of Development showing the conceptual layout of the proposed development of the Tract, attached hereto as **Exhibit B**. The Plan of Development is hereby approved by the City Council.

(b) The Developer shall develop the Tract in accordance with the Plan of Development. Due to its size and complexity, the parties acknowledge that the Tract will be developed in phases. The parties agree that any changes, additions, or alterations to the Plan of Development will be done only as may be consistent and in compliance with the Plan of Development. The parties recognize that the Plan of Development has categories of land use and acreage and/or number of lots assigned to each category.

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

Section 2.05. Costs. Developer agrees to bear all out-of-pocket expenses incurred

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

Section 2.06. Termination. The termination of this Agreement shall not impair any consent to annexation or obligation to provide any consent to annexation by Landowner and/or Developer for annexation of the Tract into the corporate limits of the City. The obligations of the Developer and the City to perform under this Agreement are expressly contingent upon Developer's closing and/or purchasing of at least 191 acres of the Tract ("Closing"). Within thirty (30) days of Closing, Developer shall provide written notice to the City of such event. Should Closing not occur by March 1, 2027, this Agreement shall automatically terminate, and shall be declared null and void.

ARTICLE III.
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01. Regulatory Standards and Development Quality. Developer agrees that, except as may be specifically provided to the contrary in the terms of this Agreement, development of the Tract shall comply with the City Development Ordinances. The Developer shall provide streets, drainage, utilities, parks, recreational facilities and roads in accordance with the City-approved Plan of Development at Developer's sole cost; provided, however, the Developer may receive reimbursement of certain eligible costs from the District. As each phase of the Project is developed, the Developer will submit plans for such phase to the City Engineer for approval. Plans for all public improvements shall be submitted to the City for review and approval before the Developer awards a construction contract for such improvements, and the Developer shall not proceed without City approval thereof. Developer shall adopt builder guidelines that memorialize the masonry requirements, minimum square footage, screening and fencing plan, and design guidelines. These guidelines shall be sent to the

City for review prior to platting any area within the Property.

Section 3.02. Water/Wastewater/and Drainage Systems

(a) Developer agrees that all water, sewer and drainage facilities to serve the Tract will be constructed in accordance with the applicable City regulations and ordinances. The Developer is responsible for its pro rata share of the design and construction of the expansion of the City's Water Facilities and Wastewater Facilities (as those terms are defined in the Utility Agreement), as well as all internal water, sewer, and drainage facilities. The City will provide retail water and sewer service to customers within the Tract (as well as garbage services), all in accordance with the Utility Agreement, the form of which is attached hereto as **Exhibit D**. Following acceptance by the City of the water, sewer, and drainage facilities (excluding storm water detention facilities, channels, and parks), such water and sewer infrastructure will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. As the District substantially completes construction, as deemed by the City Engineer, of each phase of its water, sewer and drainage facilities (other than storm water detention facilities, channels, and parks), the District will convey such facility to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing; provided, however, such acceptance by the City shall not be unreasonably conditioned, withheld, or delayed. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City, subject to the Utility Agreement. To the extent of any conflict between this Section 3.02 and the Utility Agreement, the Utility Agreement shall control.

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

Section 3.03. Open Space and Recreational Facilities. The City acknowledges and agrees that the Developer may make provisions for open spaces and recreational facilities to serve the Tract to be financed, developed and maintained by the District or by the HOA, to the extent authorized by state law and consistent with this Agreement, the Utility Agreement, the Plan of Development, and the City Development Ordinances. The Developer agrees that any such amenities may be dedicated to the HOA and/or to the District for ownership and operation and shall not be the responsibility of the City, unless and until the District is dissolved, at which time the City may elect to accept ownership of any such amenities having been owned by the District; provided that any

amenities that the City does not elect to accept ownership of shall be conveyed by the District to the HOA prior to dissolution and as provided for below. Plans for any recreational facilities that may be owned by the City, either immediately or after dissolution of the District, must be reviewed and approved by the City prior to construction. If recreational facilities are within stormwater detention areas, the District may require and allow the HOA to maintain the recreational facilities within said stormwater detention areas. Notwithstanding the foregoing, prior to the first connection to the water system being made within the Tract, the Developer shall enter into a contract with the HOA within the District, or other entity acceptable to the City. Said contract shall provide that the land within the District shall have open spaces, recreational facilities and reserved stormwater detention capacity within the system and shall further provide that if the District will be dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, will accept conveyance of the open spaces, recreational facilities and sites for stormwater detention systems in fee from the District, it being understood and agreed that under no conditions will the City own, operate, or maintain any stormwater detention facilities. The Developer shall provide the City with a copy of such fully executed agreement. On an appropriately phased basis, as provided for in more detail on the Plan of Development attached hereto as **Exhibit B**, the District shall construct, or cause to be constructed, any recreational facilities as contemplated by the Plan of Development.

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

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

Section 3.06. Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the 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 and land use restrictions applicable to the use of their tract or lot.

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

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

ARTICLE IV.
MUNICIPAL UTILITY DISTRICT

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

Section 4.02. Annexation of the Tract. Within thirty (30) days of the Developer's Closing, the Developer shall submit to the City a petition, in substantially the form attached hereto and incorporated herein in full, signed by all entities with a right to purchase, or with ownership of, the Tract or any portion thereof not then within the City's corporate limits, requesting that all land included in the Tract that is not then located within the City's corporate limits be annexed into those limits by the City. Contemporaneously with such submission, Developer shall submit a current title report showing the record owner(s) and all encumbrances on the Tract. Developer agrees to obtain such additional title reports and petitions for annexation, such as petitions from lienholders on the Tract, as the City deems necessary or advisable after review of the title report or at any other time. Such additional petitions shall be substantially in the form attached hereto and shall be submitted to the City within thirty days of receipt of a request from the City. If the petition, title report, and/or additional petitions, if any, are not submitted timely, the City may refuse to issue any further building permits or plat approvals for the Tract. The City shall promptly act to approve the petitions and complete the annexation of the Tract. The intent of this Agreement is to obligate the Developer to deliver all annexation petitions necessary for the City to annex the Tract.

Section 4.03. Utility Agreement. After approval of the creation of the District by the TCEQ and within forty-five (45) days after the election confirming creation of the District, Developer shall use commercially reasonable efforts to cause the assignment, execution and adoption by the Board of Directors of the District of the Utility Agreement in the form attached hereto as **Exhibit D**. Should the District fail to accept the assignment of the Utility Agreement within forty-five (45) days of the District's confirmation election

following its creation, this failure will constitute an event of default pursuant to Article V below.

ARTICLE V.
MATERIAL BREACH, NOTICE AND REMEDIES

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

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

1. Developer's failure to develop the Tract in compliance with this Agreement and the approved Plan of Development, as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the Plan of Development;

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

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

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

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

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

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

2. City's refusal to approve plats, development plans, or permits where the

same comply with the Plan of Development and this Agreement; and

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

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

Section 5.02. Notice of Developer's Default.

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

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

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

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

Section 5.03. Notice of City's Default.

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present

facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule proposed by the City for accomplishing such cure.

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

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

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

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

Section 5.05. Remedies.

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

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

termination of this Agreement.

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

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

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

Section 6.03. Assignment. Any Agreement by a Developer to sell all or substantially all of the portion of the Tract that it owns as of the date of this Agreement to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract that such Developer owns to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 6.03, a Developer's sale of all or substantially all of the portion of the Tract that it owns to an affiliate or partner of such Developer, or a special purpose entity created by such Developer to develop the Tract, or an entity unaffiliated with the Developer that does not intend to develop the Tract, shall not be considered a Successor Developer, and written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Tract. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

Section 7.01. Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing

"next day delivery," addressed to the party to be notified, or (d) by sending the same by email with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Iowa Colony, Texas 3144 Meridiana Parkway Iowa Colony, Texas 77583 Attn: City Manager
Developer:	Allied Development LLC 3218 E. Bell Rd., #1037 Phoenix, Arizona 85032 Attn: Development
District:	Brazoria County Municipal Utility District No. 98 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Harry H. Thompson hthompson@abhr.com

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

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

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

a. The Developer is not required to enter into this agreement.

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

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

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

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

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

Section 7.04. Statutory Verifications. The Developer makes the following verifications in this section:

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

b. No Boycott of Firearms. By signing and entering into the Agreement, the Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not

have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

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

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

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

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

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

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

of law principles. Venue shall be in Brazoria County, Texas.

Section 7.09. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

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

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

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

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

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

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the _____ day of _____, 202_.

CITY OF IOWA COLONY, TEXAS

_____

ATTEST: APPROVED: _____

_____
CITY SECRETARY

ALLIED DEVELOPMENT LLC,

a Wyoming limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of Allied Development LLC, a Wyoming limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

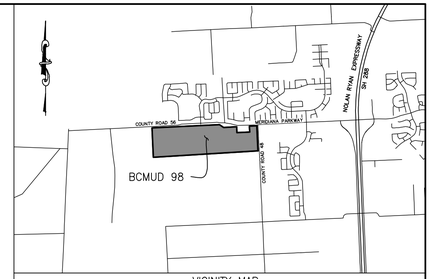
Exhibit A

The Tract

0 200 400
SCALE: 1" = 200'

LEGEND

P.O.B.	POINT OF BEGINNING
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS
FND	FOUND
IR	IRON ROD
IP	IRON PIPE
R.O.W.	RIGHT-OF-WAY
℄	PROPERTY LINE



VICINITY MAP
NOT TO SCALE

STERLING LAKES WEST SEC 4
FILE NO. 2019065045
B.C.O.P.R.

STERLING LAKES WEST SEC 3
FILE NO. 2017059203
B.C.O.P.R.

STERLING LAKES WEST SEC. 2
FILE NO. 2016052704
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 11
FILE NO. 2014042119
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 10
FILE NO. 2014042127
B.C.O.P.R.

COUNTY ROAD 56

N 87°18'07" E 3,672.00'

FND 1" IP

S 54°33'13" E
266.84'

FND 1" IP

N 87°16'38" E 713.67'

FND 3/4" IP

S 02°50'47" E
312.13'

FND 3/4" IP

N 87°21'08" E 693.26'

FND 1" IP

N 02°37'11" W
313.04'

N 87°16'38" E 394.61'

FND 5/8" IR W/CAP
STAMPED "CIVIL SURV"

CALLED 5.000 ACRES
MICHAEL J. GENTRY
FILE NO 1999014152
B.C.O.P.R.

CALLED 2.346 ACRES
MH SIERRA VISTA RETAIL LLC
FILE NO. 2024036970
B.C.O.P.R.

CALLED 190.484 ACRES
FRED AND NORMA COOCAN FAMILY PARTNERSHIP, LTD.
FILE NO. 2002050042
B.C.O.P.R.

191.30 ACRES
8,332,899 SQ. FEET

N 02°43'18" W 1,599.09'

S 02°47'51" E 1,354.77'

COUNTY ROAD 48

P.O.B.
FND 5/8" IR W/CAP
STAMPED "MANHARD PROP COR"

S 86°28'51" W 5,687.87'

SCODIE
RUN DRIVE
(50' R.O.W.)

CARSON
RANGE DRIVE
(50' R.O.W.)

AMES BOULEVARD
(120' R.O.W.)

SIERRA VISTA WEST SEC 10
FILE NO. 2022051615
B.C.O.P.R.

BAIRD BOULEVARD
(120' R.O.W.)

RESERVE "B"

SIERRA VISTA WEST SEC 3
FILE NO. 2019062381
B.C.O.P.R.

SIERRA VISTA WEST SEC 2
FILE NO. 2019057724
B.C.O.P.R.

SIERRA VISTA WEST SEC 1
FILE NO. 2019057715
B.C.O.P.R.

EXHIBIT A
DISTRICT BOUNDARY MAP OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES
IN THE LAVACA NAVIGATION COMPANY SURVEY, A-329 BRAZORIA COUNTY, TEXAS

NOVEMBER 2025 JOB NO. 5522-0221

NOTES:
1) ALL BEARINGS REFERENCED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2) CORNER MONUMENTS WERE NOT SET AT THE CLIENTS REQUEST.

STATE OF TEXAS
REGISTERED
CAMERON S. LOWE
6713
PROFESSIONAL
LAND SURVEYOR

CAMERON LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6713

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

S:\Section\Survey\Projects\LJA5001\5522\0221\06 CAD\Working Files\Base Files\Coogan Tract MUD Map Exhibit.dwg 11/5/2025

November 5, 2025
S001-5522-0221

DESCRIPTION OF
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES

Being 191.30 acres of land located in the Lavaca Navigation Company Survey, Abstract 329, Brazoria County, Texas, being all of that certain called 190.484 acre tract described in the deed to Fred and Norma Coogan Family Partnership, LTD. by an instrument of record under File Number 2002050042 in the Official Public Records of Brazoria County, Texas (B.C.O.P.R.) said 191.30 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a 5/8-inch iron rod with cap stamped “MANHARD PROP COR” found for the southeast corner of said 190.484 acre tract, same being the northeast corner of Sierra Vista West Sec 10, a subdivision of record under File Number 2022051615, B.C.O.P.R., said point lying on the west right-of-way line of County Road 48;

Thence, South 86° 28' 51" West, along the south line of said 190.484 acre tract, 5,687.87 feet to the southwest corner of said 190.484 acre tract, same being the northwest corner of Baird Boulevard (120’ R.O.W.), as shown on Sierra Vista West Sec 3, a subdivision of record under File Number 2019062381, B.C.O.P.R.;

Thence, North 02° 43' 18" West, along the west line of said 190.484 acre tract, 1,599.09 feet to the northwest corner of said 190.484 acre tract, said point lying on the south right-of-way line of County Road 56;

Thence, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, the following three (3) courses:

1. North 87° 18' 07" East, 3,672.00 feet to a 1-inch iron pipe found for an angle point in said common line;

2. South 54° 53' 13" East, 266.84 feet to a 1-inch iron pipe found for an angle point in said common line;

3. North 87° 16' 38" East, 713.67 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the northwest corner of that certain called 5.000 acre tract described in the deed to Michael J. Gentry by an instrument of record under File Number 1999014152, B.C.O.P.R.;

Thence, South 02° 50' 47" East, departing the south right-of-way line of said County Road 56 and along an east line of said 190.484 acre tract, common to the west line of said 5.000 acre tract, 312.13 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southwest corner of said 5.000 acre tract;

Thence, North 87° 21' 08" East, along the north line of said 190.484 acre tract, common to the south line of said 5.000 acre tract, 693.26 feet to a 1-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southeast corner of said 5.000 acre tract;

Thence, North 02° 37' 11" West, along a west line of said 190.484 acre tract, common to the east line of said 5.000 acre tract, 313.04 feet to a northerly corner of said 190.484 acre tract, same being the northeast corner of said 5.000 acre tract, said point lying on the south right-of-way line of the aforementioned County Road 56;

Thence, North 87° 16' 38" East, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, 394.61 feet to a 5/8-inch iron rod with cap stamped “CIVIL SURV” found for the northeast corner of said 190.484 acre tract and the intersection of the south right-of-way line of said County Road 56 and the west right-of-way line of County Road 48;

Thence, South 02° 47' 51" East, along the east line of said 190.484 acre tract, common to the west right-of-way line of said County Road 48, 1,354.77 feet to the POINT OF BEGINNING and containing 191.30 acres of land.

Cameron S. Lowe, RPLS, PLS
Texas Registration No. 6713
LJA Surveying, Inc.

Exhibit B

Plan of Development

±189.7 Ac. COOGAN TRACT - LOTTING STUDY

LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: August 19, 2025

0 100 200 400

S:\Planning\01 Planning\5522-1000\04-Lotting Study\5522-1000_Coogan Tract_Lotting Study_08-07-2025.dwg 2025-08-19 DWHITFIELD

Exhibit C

Consent Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, CONSENTING TO THE CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98; WITH RELATED PROVISIONS.

WHEREAS, the City of Iowa Colony, Texas ("the City") has entered into a Development Agreement which, among other items, seeks to secure the City's consent to the creation of Brazoria County Municipal Utility District No. 98 in the extraterritorial jurisdiction of the City; and

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

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

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

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

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

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

Section 2. The City Council hereby grants its written consent to the creation of Brazoria County Municipal Utility District No. 98 on the Property, described in the attached Exhibit "A," of Brazoria County Municipal Utility District No. 98, subject to the terms thereof and to the Consent Conditions attached to that Petition as Exhibit "B" and incorporated herein in full.

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

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

PASSED AND APPROVED ON THIS _____ DAY OF _____ 202_.

CITY OF IOWA COLONY, TEXAS

_____

WIL KENNEDY, MAYOR

ATTEST:

_____

KAYLEEN ROSSER,

CITY SECRETARY

EXHIBIT A
PROPERTY DESCRIPTION

November 5, 2025
S001-5522-0221

DESCRIPTION OF
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES

Being 191.30 acres of land located in the Lavaca Navigation Company Survey, Abstract 329, Brazoria County, Texas, being all of that certain called 190.484 acre tract described in the deed to Fred and Norma Coogan Family Partnership, LTD. by an instrument of record under File Number 2002050042 in the Official Public Records of Brazoria County, Texas (B.C.O.P.R.) said 191.30 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a 5/8-inch iron rod with cap stamped “MANHARD PROP COR” found for the southeast corner of said 190.484 acre tract, same being the northeast corner of Sierra Vista West Sec 10, a subdivision of record under File Number 2022051615, B.C.O.P.R., said point lying on the west right-of-way line of County Road 48;

Thence, South 86° 28' 51" West, along the south line of said 190.484 acre tract, 5,687.87 feet to the southwest corner of said 190.484 acre tract, same being the northwest corner of Baird Boulevard (120’ R.O.W.), as shown on Sierra Vista West Sec 3, a subdivision of record under File Number 2019062381, B.C.O.P.R.;

Thence, North 02° 43' 18" West, along the west line of said 190.484 acre tract, 1,599.09 feet to the northwest corner of said 190.484 acre tract, said point lying on the south right-of-way line of County Road 56;

Thence, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, the following three (3) courses:

1. North 87° 18' 07" East, 3,672.00 feet to a 1-inch iron pipe found for an angle point in said common line;

2. South 54° 53' 13" East, 266.84 feet to a 1-inch iron pipe found for an angle point in said common line;

3. North 87° 16' 38" East, 713.67 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the northwest corner of that certain called 5.000 acre tract described in the deed to Michael J. Gentry by an instrument of record under File Number 1999014152, B.C.O.P.R.;

Thence, South 02° 50' 47" East, departing the south right-of-way line of said County Road 56 and along an east line of said 190.484 acre tract, common to the west line of said 5.000 acre tract, 312.13 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southwest corner of said 5.000 acre tract;

Thence, North 87° 21' 08" East, along the north line of said 190.484 acre tract, common to the south line of said 5.000 acre tract, 693.26 feet to a 1-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southeast corner of said 5.000 acre tract;

Thence, North 02° 37' 11" West, along a west line of said 190.484 acre tract, common to the east line of said 5.000 acre tract, 313.04 feet to a northerly corner of said 190.484 acre tract, same being the northeast corner of said 5.000 acre tract, said point lying on the south right-of-way line of the aforementioned County Road 56;

Thence, North 87° 16' 38" East, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, 394.61 feet to a 5/8-inch iron rod with cap stamped “CIVIL SURV” found for the northeast corner of said 190.484 acre tract and the intersection of the south right-of-way line of said County Road 56 and the west right-of-way line of County Road 48;

Thence, South 02° 47' 51" East, along the east line of said 190.484 acre tract, common to the west right-of-way line of said County Road 48, 1,354.77 feet to the POINT OF BEGINNING and containing 191.30 acres of land.

Cameron S. Lowe, RPLS, PLS
Texas Registration No. 6713
LJA Surveying, Inc.

Exhibit B
Consent Conditions

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

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

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or

used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.

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

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

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

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

(h) After the District has substantially completed construction, as deemed by the City Engineer, of each phase of its water, sewer and drainage facilities (other than detention facilities), the District will convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City.

(i) This consent shall automatically be revoked if the purchase of the Tract, as defined in the Development Agreement by and Among the City of Iowa Colony, Texas, and Allied Development, LLC, concerning development of the Tract, is not closed by Allied Development, LLC by March 1, 2027.

Exhibit D

Utility Functions Agreement

UTILITY FUNCTIONS AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS AGREEMENT is made and entered into as of the date herein last specified (the "Effective Date"), by and between the CITY OF IOWA COLONY, TEXAS (the "City"), a municipality located in Brazoria County, Texas and ALLIED DEVELOPMENT LLC, a Wyoming limited liability company, or its successor or assigns ("Developer") on behalf of proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98, created as a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District"). Hereinafter the term "District" (as defined herein) shall be construed to include both Developer and the District as it is the intention of the parties to this Agreement that all rights, benefits, and obligations pursuant to this Agreement shall ultimately be assigned to said District subsequent to its creation. Thus, the representations herein by said District at this time represent Developer's commitment to cause or direct the same to occur. Subsequent to its creation, the District will become a party to this Agreement. The Developer, the City, and the District are sometimes hereinafter referred to singularly, as "Party," and collectively, as "Parties."

WITNESSETH

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

WHEREAS, the Developer intends to petition the Texas Commission on Environmental Quality (the "TCEQ") to cause the creation of the District over approximately 191 acres located within the extraterritorial jurisdiction of the City (the "Tract"), for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, as well as road facilities and park and recreational facilities and services (as more fully defined below, the "Facilities"), to serve development occurring near that portion of the City situated within the boundaries of the District, by financing and purchasing the Facilities; and

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

utility service to lands being developed within and near the boundaries of the District and the City; and

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

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

NOW, THEREFORE;

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

"Bonds" shall mean the District's bonds, notes or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving or extending the Facilities, whether payable from ad valorem taxes, the proceeds of one or more future bond issues or otherwise, and including any bonds, notes or similar obligations issued to refund such bonds.

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

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

"Development Agreement" shall mean the *Development Agreement by and among the City of Iowa Colony, Texas and Allied Development LLC* dated _____, 2025.

"District" shall mean Brazoria County Municipal Utility District No. 98, a body politic and corporate and a governmental agency of the State of Texas organized under the provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapters 49 and 54 Texas Water Code, as amended, and which includes within its boundaries approximately 191 acres of land described on **Exhibit A** attached hereto, and any additional land that is annexed to the District with the consent of the City.

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

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

"Engineers" shall mean LJA Engineering, Inc., or its replacement, successor or assignee as designated by the District.

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

"Facilities" shall mean and include the water supply and distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, parks and recreational facilities, and roads constructed or acquired or to be constructed or acquired by the District to serve lands within and adjacent to its boundaries, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto, all as more fully described in the Engineering Reports. The terms "Facilities" does not include the City-

owned Wastewater Facilities and Water Facilities as further described herein.

"Wastewater Facilities" means wastewater treatment service plants, and sites, necessary to serve the District. The Permanent Wastewater Facilities will be regional and constructed on a regional site owned by the City outside the District's boundaries. The ownership and operation of the Wastewater Facilities shall be governed by Section IV below.

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

"Water Facilities" means water plant facilities, sites, and water wells necessary to serve the District. The Water Facilities will be regional and constructed on a regional site owned by the City outside the District's boundaries. The ownership and operation of the Water Facilities shall be governed by Section III below.

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

ARTICLE II
THE FACILITIES

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

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

2.03 Construction of the Facilities. As construction of each phase of the Facilities (except for any stormwater detention ponds or channels, or parks located within the District) is completed, representatives of the City shall inspect the same and, if the City

finds that the same has been completed in accordance with the final plans and specifications, the City will (when required by Section 3.02 of the Development Agreement) accept the same, whereupon such portion of the Facilities shall be operated and maintained by the City at its sole expense as provided herein. In the event that the Facilities have not been completed in accordance with the final plans and specifications the City will immediately advise the District in what manner said Facilities do not comply, and the District shall immediately correct the same; whereupon the City shall again inspect the Facilities and (when required by Section 3.02 of the Development Agreement) accept the same once the defects have been corrected.

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

2.05 Road Facilities. The City and the District acknowledge and agree that the public roads within the District will be constructed as shown on and pursuant to the timeline depicted on **Exhibit B** attached hereto. Additionally, the Parties agree that Baird Boulevard will be platted and constructed concurrently with the platting of the final section of development within the District. With regards to the public roads that are required to be constructed outside of the boundaries of the District and cannot be acquired by the Developer or District after exercising commercially reasonable efforts, the City agrees that it will acquire at the District's cost, through the use of eminent domain or otherwise, any land that is needed for the limited purpose constructing such out-of-District roads that are necessary for development of the Facilities, including but not limited to Meridiana Parkway and Ames Boulevard. The Parties agree that the City shall have no financial responsibility as it relates to any real property acquisition efforts. In the event the City engages in condemnation proceedings to acquire the right of way described in this Section 2.05, the District agrees to make a financial donation to the City equal to all costs of litigation and/or settlement related to such condemnation proceedings, provided that the financial donation is used solely for the purposes of condemnation proceedings commenced in furtherance of this Section 2.05.

ARTICLE III
WATER FACILITIES

3.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional water distribution system that can adequately provide potable water service to the District. The Parties acknowledge that Brazoria County Municipal Utility District No. 31 ("MUD 31") is currently expanding the City-owned regional water plant located within MUD 31's boundaries and from which the District will be served ("Water Plant Expansion"), and, upon completion of such Water Plant Expansion, the City shall have sufficient water capacity in such regional plant to serve up to 537 equivalent single-family connections ("ESFCs") within the District, which capacity shall be reserved in the City's water system to solely serve development within the District at such time as Water Impact Fees are paid to the City by the District; provided, however, that Water Impact Fees may not be paid or capacity in the City's water system be reserved to serve the District until the Water Plant Expansion is complete and operational.

3.02. Capacity Reservation by City. The City understands and recognizes that Developer currently projects that 537 ESFCs will be needed to serve the District at full development. In addition to the commitments made by the City in this Article III, and subject to Section 3.01 above (i.e., the completion of the Water Plant Expansion and the payment of applicable Water Impact Fees), the City hereby agrees to reserve 173 ESFCs to accommodate initial development of the District (collectively, the "Initial Capacity Reservation") as provided below. The City hereby agrees that the Initial Capacity Reservation shall not be committed by the City to serve property outside the boundaries of the District. The City hereby represents that the Water Plant Expansion is currently anticipated to be complete prior to January 1, 2027, and that it will use commercially reasonable efforts to work with MUD 31 to ensure the project is diligently pursued to completion; however, the City makes no guarantee or warranty with respect to the date of completion of the Water Plant Expansion. Subject to Section 3.01 above, the City shall provide the District with water supply in the total amount of 537 ESFCs according to the following schedule (such amount of water service herein being called the "Water Capacity Reservation"):

- 173 ESFCs on January 1, 2027;
- 187 ESFCs on January 1, 2028; and
- 177 ESFCs on January 1, 2029 (collectively, the "Capacity Schedule")

The City agrees to provide a notice letter to the Developer upon completion of the Water Plant Expansion. Thereafter, Developer may reserve capacity in the City's water system through payment of Water Impact Fees in accordance with the City's latest impact fee ordinance. The payment of such Impact Fees shall be in accordance with the above schedule, or an accelerated schedule if requested by the District and agreed to in writing by the City.

If the City is unable to provide the full amount of the Initial Capacity Reservation by January 1, 2027, and subject to Section 3.09 below, the City agrees to use commercially reasonable efforts to re-allocate any potable water connections that have been reserved, but are not being utilized, as of such time by another user.

For avoidance of doubt, the Water Capacity Reservation shall not exceed the number of ESFC's then purchased by the District through the payment of Water Impact Fees.

3.03. Rates. The City shall bill and collect from customers of the Water Facilities and shall from time to time fix such rates and charges for such customers of the Water Facilities as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by the Water Facilities will be equal and uniform to those charged other similar classifications of users in the City. All revenues from the Water Facilities shall belong exclusively to the City.

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

3.05. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's Water Facilities, provided that this provision shall not be interpreted to alter the District's obligation to pay the Water Impact Fees.

3.06. Offsite Easements and Fee Parcels. Notwithstanding anything to the contrary contained herein, the District agrees that it will acquire, at Developer's cost and with Developer's approval, any offsite easements or fee parcels necessary or desirable for the location of water lines to connect the City's Water Facilities. The Parties agree that the City shall have no responsibility as it relates to any real property acquisition efforts. Additionally, the City agrees to allow District to design and construct any Offsite Water Trunklines (as defined below) within City right-of-way.

3.07. Water Impact Fees. The District shall pay Water Impact Fees pursuant to the City's then-effective impact fee ordinance.

3.08. Points of Connection. The number and location of the points of connection between the City's Water Facilities and the Facilities are shown on **Exhibit C** attached hereto. The District hereby agrees that it will design and construct the addition of 12"

Water Line along Ames Boulevard from Sterling Lakes Drive to Meridiana Parkway and the addition of 12" Water Line along Meridiana Parkway from Sterling Lake W Drive to Crystal View Drive (the "Offsite Water Trunklines").

3.09. Interim Capacity. The City agrees to allocate up to 40 ESFCs of interim potable water capacity to serve the District upon request of the District and prior to completion of the Water Plant Expansion. The City, however, shall only allocate and reserve such interim capacity upon the District's payment of the corresponding Water Impact Fees.

ARTICLE IV
WASTEWATER FACILITIES

4.01. Ultimate Provider and Ownership. As of the Effective Date, the City does not currently have in place a regional wastewater treatment system that can adequately provide wastewater treatment service for the District. Therefore, the Developer and/or the District shall finance its pro rata share of the design and construction of the expansion of the necessary Wastewater Facilities to serve the District pursuant to this Article IV. The City shall provide the District with its ultimate requirements. Should the City elect to oversize, upsize, or expand any of the Wastewater Facilities beyond the capacity needed for the District, the City shall be obligated to pay for the costs incurred by the City for such additional capacity above and beyond the amount necessary for the District.

4.02. Wastewater Capacity Reservation by City. The City understands and recognizes that Developer currently projects that wastewater treatment connections in the amount of 537 ESFCs will be needed to serve the District at full development. Such capacity shall be reserved by the City solely to serve the District upon completion of the expansion of the Wastewater Facilities as described in this Article IV ("Wastewater Plant Expansion"). If the Wastewater Plant Expansion is not completed prior to the District requiring waste disposal services the District will provide interim waste disposal service known as "Hold and Haul" at its cost, upon exceeding the interim capacity described in 4.08(h) below.

4.03. Rates. The City shall bill and collect from customers of Wastewater Facilities, and shall from time to time fix such rates and charges for such customers as the City, in its sole discretion, determines are necessary; provided that the rates and charges for services afforded by Wastewater Facilities will be equal and uniform to those charged other similar classifications of users all areas of the City. All revenues from the Wastewater Facilities shall belong exclusively to the City.

4.04. Meters and Tap Charges. The City shall be responsible for providing and installing any necessary meters to provide wastewater service to individual customers. The City may impose tap fees for connecting to the Wastewater Facilities at a rate to be

determined from time to time by the City, provided the charge is equal to the sums charged other City users for comparable connections, and the connection charges shall belong exclusively to the City.

4.05. Wastewater Connections. The District may construct multiple connections between the Wastewater Facilities and the District's wastewater treatment system, the location(s) of which shall be mutually agreed upon by the District and the City engineer, as shown on **Exhibit D** attached hereto (the "Wastewater Points of Connection"). All wastewater collected from customers within the District shall be delivered through the Wastewater Points of Connection. The District and the City shall cooperate on timing of the construction and location of the Wastewater Points of Connection. To the extent additional infrastructure is required to connect the Facilities to the City's Wastewater Facilities, the District shall be responsible for the design of such infrastructure, as well as any costs incurred by the City for the applicable construction.

4.06. Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, from time to time, the City shall, upon reasonable request, issue a letter of assurance to purchasers or prospective purchasers that the District is entitled to the use and benefit of capacity in the City's Wastewater Facilities, provided that this provision shall not be interpreted to alter the District's obligation to finance the District's pro rata share of the Wastewater Facilities necessary to serve the Tract.

4.07. Wastewater Impact Fees. In consideration of the District's financing, construction and conveyance of Facilities to provide sanitary sewer service to the District, the City agrees that the District, Developer, and/or their successors or assigns, shall not be obligated to pay the Wastewater Impact Fee to the City.

4.08. Design and Construction of Wastewater Plant Expansion/Interim Capacity.

(a) Estimate Cost of Wastewater Plant Expansion. The initial estimated costs of the Wastewater Plant Expansion as prepared by the Project Engineer (defined below) are shown on **Exhibit E** attached hereto.

(b) Pro-Rata Shares. The Parties agree to the "Pro Rata Shares" of the costs of the Wastewater Plant Expansion as shown in the table below. The Parties shall have reserved capacity to serve development within their respective boundaries in the projected amounts shown in the below chart. The Parties agree that the ultimate calculation of the Pro Rata Shares shall be determined upon final platting of the Tract, which may result in changes to the projected Pro Rata Shares described below.

Party	Pro Rata Share of Shared Project Costs	Approximate ESFCs (based on 250 gpd)	Reserved Capacity
District	26.85%	537	134,250 GPD
City	73.15%	1,463	365,750 GPD
Total	**100%**	**2,000**	**500,000 GPD**

(c) Project Administration. The Parties agree that the City shall serve as administrator of the Project ("Project Administrator"). The Parties acknowledge that the City, as Project Administrator, shall have authority to handle all aspects of the design, bidding and construction of the Project and shall not be required to seek approval from the District for any action undertaken in the design, bidding and/or construction of the Wastewater Plant Expansion. However, the City, as Project Administrator, shall provide Project Administration Reports, as described herein, to the District each month.

(d) Project Engineer. The Parties hereby agree that ADICO Consulting Engineers, LLC shall serve as "Project Engineer." The City, as Project Administrator, shall require the Project Engineer to design the Project in accordance with sound engineering principles and in conformance with the requirements of all governmental entities with jurisdiction.

(e) Construction. The City, as Project Administrator, shall advertise for competitive bids the contract for the construction of the Wastewater Plant Expansion in full compliance with the competitive bidding requirements for construction projects applicable to the City. The Parties acknowledge and agree that the construction contract shall be in the name of the City, and the City, as Project Administrator, shall be responsible for having the construction performed in a good and workmanlike manner and in accordance with the approved plans and specifications and all applicable regulatory requirements. The City, as Project Administrator, shall administer the construction contract, including review and approval of all appropriate pay applications and change orders, for the Wastewater Plant Expansion in accordance with all applicable regulatory requirements and based on the recommendations of the Project Engineer. The City, as Project Administrator, shall cause the construction of the Wastewater Plant Expansion to be supervised by the Project Engineer.

(f) Schedule. The Parties acknowledge that the City has already engaged the Project Engineer to design the Wastewater Plant Expansion. As Project Administrator, the City agrees to proceed expeditiously towards construction, and shall use commercial reasonable efforts to have design and construction of the Project substantially complete within 30 months of the Effective Date of this Agreement.

(g) Ownership and Operation of Wastewater Plant Expansion. Upon final completion of the Wastewater Plant Expansion, the City shall be the sole legal owner of the plant and shall bear all responsibility for the operation and maintenance of same, including any necessary repairs or rehabilitation. The District shall have beneficial rights to its Pro Rata Share of the reserved capacity as provided in this Agreement. The City agrees to operate and maintain the Wastewater Plant Expansion in good and workmanlike condition for the benefit of the Parties.

(h) Interim Capacity. The City agrees to allocate up to 100 ESFCs of interim wastewater treatment capacity to serve the District upon request of the District and prior to completion of the Wastewater Treatment Plant Expansion. The City, however, shall only allocate and reserve such interim capacity upon the District's payment of its Pro Rata Share of the costs of construction of the Wastewater Plant Expansion as provided in Section 4.09 below.

4.09 Financing, Accounting, and Records.

(a) Project Account. The City shall establish the "Project Account" with respect to the deposits and payments to be made by the Parties pursuant to this Agreement. Said account and the funds therein shall be kept separate and apart from all other accounts and funds of the City. All funds of the Parties to pay Project Costs shall be deposited into and paid from the Project Account.

(b) Initial Deposit for Design Costs. The Parties agree to deposit into the Project Account the full amount of each Party's estimated Pro Rata Share of the design portion of the costs of the Wastewater Plant Expansion in the amounts shown under "Engineering Share" of **Exhibit E** within 60 days of the Effective Date:

(c) Deposit for Construction Costs. Promptly upon receipt of bids for a for construction of the Wastewater Plant Expansion, the City, as Project Administrator, shall provide written notice to the Parties, including a tabulation of all bid results, and specifying the identified contractor and the contract price. The Parties agree to deposit additional funds for their respective Pro Rata Shares of the contract price with the City within 45 calendar days of receipt of the bid tabulation. The City, as Project Administrator, agrees to deposit such funds into the Project Account.

(d) Administration of the Project Account. As Project Administrator, the City shall utilize funds in the Project Account only for the payment of costs of the Wastewater Plant Expansion. Such funds shall be invested and continuously

secured in the manner required by the laws of the State of Texas applicable to the City, as such laws exist now or may be amended. The interest accruing on, and any profits realized or losses incurred from investing funds in the Project Account shall be allocated to each Party based upon its Pro Rata Share.

(e) Project Account Records. The City shall maintain books of records and accounts in which full, true, and proper entries will be made of all dealings, transactions, business, and any other matters which in any way affect or pertain to the design and construction of the Wastewater Plant Expansion and the payment of costs of same according to each Party's Pro Rata Share.

(f) Project Administration Report. The City shall provide, monthly, a written report briefly summarizing costs of the Wastewater Plant Expansion for the month and general progress on the project during the month. The District shall have the right to request, at any time, more detail about the information contained in the report, and the City agrees to provide the information promptly if such information is readily ascertainable. If such information is not readily ascertainable, the City will so inform the District and shall provide the information as soon as it becomes readily ascertainable.

(g) Final Accounting of Project Account. Within 120 days after final completion of the Wastewater Plant Expansion, and provided that the City has determined that all costs of such expansion have been fully paid, the City, as Project Administrator, shall perform or cause to be performed a final accounting of the Project Account and shall provide all Parties with a copy of such accounting. Any remaining funds, including any interest or investment earnings accumulated on such funds, shall continue to be funds of the Parties, and the City shall promptly refund such remaining funds in excess of each Party's Pro Rata Share of Project Costs, revised as necessary consistent with Section 4.08(b) above. If the total Project Costs exceeds the amount deposited in the Project Account, the City shall promptly invoice the Parties for the Pro Rata Shares of the resulting shortfall, which invoices shall be due within 45 days or receipt. Upon payment of any final amounts due under this section, the City shall close the Project Account. If any Party discovers any inaccuracy in the administration of the Project Account, the necessary adjustment in such administration shall be promptly made; provided that no such adjustment shall be made later than two (2) years after the closing of the Project Account, unless otherwise agreed to in writing by the Parties.

ARTICLE V
FINANCING OF FACILITIES

5.01 Authority of District to Issue Bonds.

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

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

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

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

5.04. Construction by Third Parties. From time to time, the District may enter into one or more agreements with landowners or developers of property located within or in the vicinity of the District whereby such landowners or developers will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the Facilities. Under the terms of such agreements, the landowners or developers will be obligated to finance and construct the Facilities in the manner which

would be required by law if such work were being performed by the District. Each such agreement will provide for the purchase of the Facilities from the landowners or developers using the proceeds of one or more issues of Bonds, as otherwise permitted by law and the applicable rules, regulations and guidelines of the applicable Approving Bodies.

ARTICLE VI
ROAD PAYMENTS

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

The revenues generated from within the District by the City Tax Rate shall be paid to the District under this Section. Expressed as a formula, the Road Payment is: **City M&O Tax Rate X District Taxable Assessed Valuation/100 x collection percentage.**[1] The City shall not pay any portion of the debt service component of its tax rate to the District. The District shall receive the Road Payment equal to 22.6% of City M&O Tax Rate x District Taxable Assessed Valuation/100 x collection percentage, commencing pursuant to the terms of Section 6.02 below and ending twenty years thereafter.

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

6.02. Payment of Road Payment. The Road Payment shall begin on February 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Brazoria County Appraisal District (calendar tax year 2027 at the earliest),

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

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

6.03. Supplemental Tax Rolls; Correction Tax Rolls; Adjustment to Road Payment. The parties recognize and acknowledge that, from time to time, the Brazoria County Appraisal District may submit to the District one or more Supplemental Tax Rolls and/or Correction Tax Rolls and that each such Supplemental Tax Roll and/or Correction Tax Roll may affect the total value of taxable properties within the District for a particular year and therefore the Road Payment due and payable by the City for such year. The District agrees that promptly upon receiving a Supplemental Tax Roll and/or Correction Tax Roll, the District shall deliver such Supplemental Tax Roll and/or Correction Tax Roll to the City. Promptly upon receiving a Supplemental Tax Roll and/or Collection Tax Roll from the District, the City shall recalculate the amount of the Road Payment pertaining thereto and shall notify the District of the amount of such recalculated Road Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Road Payment, the City shall pay to the District the amount, if any, by which the recalculated Road Payment exceeds the amount of the Road Payment previously paid by the City to the District for the year in question, or the District shall pay to the City the amount, if any, by which the recalculated Road Payment is less than the amount of the Road Payment previously paid; provided, however, that if such amount in either instance is less than $1,000.00, rather than payment within such 45 days, the next Road Payment shall be adjusted accordingly. The obligation of the City to make Road Payments to the District shall terminate on (i) the date when all of the District's obligations, including all Bonds of the District, have been fully paid and discharged as to principal, redemption premium, if any, and interest; or (ii) the termination of this Agreement in accordance with Section 9.15 hereof, whichever occurs first; provided that no Road Payment shall be made with respect to tax years 2048 and thereafter. Nothing herein shall be deemed or construed to require that the City shall be or become liable for any debt or other obligations of the District including, without limitation, the payment of principal, redemption premium, if any, or interest on any Bonds until such time as the City dissolves the District and acquires the District's Assets and assumes the District's Obligations as provided by law and Article VII, below.

6.04. Access to Records for Verifying Calculation of Road Payments. The City shall maintain proper books, records and accounts of all ad valorem taxes levied by the City from time to time in the City's Department of Finance and Administration, shall provide the District an accounting together with each Road Payment, and shall afford the

District or its designated representatives reasonable access thereto for purposes of verifying the amounts of each Road Payment or recalculated Road Payment which is or becomes due and payable by the City hereunder. The District shall maintain proper books, records and accounts of all Bonds issued by the District and its debt service requirements.

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

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

ARTICLE VII
DISSOLUTION OF THE DISTRICT

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

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

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

7.02. Transition upon Dissolution. In the event all required findings and procedures for the dissolution of the District have been duly, properly and finally made

and satisfied by the City, and unless otherwise mutually agreed by the City and the District pursuant to then existing law, the District agrees that its officers, agents and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of the District's Assets to, and the assumption of the District's Obligations by, the City.

ARTICLE VIII
REMEDIES IN EVENT OF DEFAULT

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

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

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.01. Assumption by the District. Developer covenants and agrees to cause the District to approve, execute, and deliver to the City this Agreement within forty-five (45) days of the District's confirmation election. However, if the District fails to execute this Agreement within the forty-five (45) days of its confirmation election, or in the event that the District has not been created by March 1, 2027, either Developer or City may terminate this Agreement upon ten (10) days' written notice to the other party. If the District fails to approve, execute, and deliver this Agreement to the City within the time frame required herein, then Developer shall not, from and after the date of such failure, enter into any agreements with the District ("District Reimbursement Agreement") or seek

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

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

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

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

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

City: City of Iowa Colony, Texas
12003 Iowa Colony Boulevard (County Road 65)
Iowa Colony, Texas 77583
Attn: City Manager

Developer:	Allied Development LLC 3218 E. Bell Rd., #1037 Phoenix, AZ 85032 Attn: Development
District:	Brazoria County Municipal Utility District No. 98 c/o Allen Boone Humphries Robinson LLP 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 Attn: Mr. Harry H. Thompson hthompson@abhr.com

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

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

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

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

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

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

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

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

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

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

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

9.15 Term and Effect. This Agreement shall remain in effect until the earlier to occur of (i) the dissolution of the District by the City; or (ii) the expiration of forty (40) years from the date hereof (the "Initial Term"); provided, however, that this Agreement shall automatically renew for successive one (1) year terms beyond the Initial Term until such time as the City dissolves the District. Further, a Developer or the City may terminate this Agreement in the event that the Texas Commission on Environmental Quality does not adopt an order consenting to the creation of the District on or before December 31, 2026.

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

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

b. No Boycott of Firearms. By signing and entering into the Agreement, the Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 20__.

THE CITY OF IOWA COLONY, TEXAS

_____

Mayor

ATTEST/SEAL

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

ALLIED DEVELOPMENT LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

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

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98

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

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, President of the Board of Directors of the Brazoria County Municipal Utility District No. 98, on behalf of said entity.

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

(SEAL)

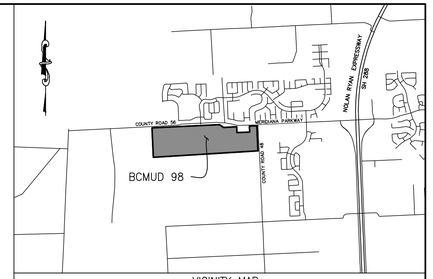
Exhibit A

District Boundaries

0 200 400
SCALE: 1" = 200'

LEGEND

P.O.B.	POINT OF BEGINNING
B.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS
FND	FOUND
IR	IRON ROD
IP	IRON PIPE
R.O.W.	RIGHT-OF-WAY
℄	PROPERTY LINE



VICINITY MAP
NOT TO SCALE

STERLING LAKES WEST SEC 4
FILE NO. 2019065045
B.C.O.P.R.

STERLING LAKES WEST SEC 3
FILE NO. 2017059203
B.C.O.P.R.

STERLING LAKES WEST SEC. 2
FILE NO. 2016052704
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 11
FILE NO. 2014042119
B.C.O.P.R.

STERLING LAKES AT
IOWA COLONY SEC 10
FILE NO. 2014042127
B.C.O.P.R.

COUNTY ROAD 56

N 87°18'07" E 3,672.00'

FND 1" IP

S 54°33'13" E
266.84'

FND 1" IP

N 87°16'38" E 713.67'

FND 3/4" IP

S 02°50'47" E
312.13'

FND 3/4" IP

N 87°21'08" E 693.26'

FND 1" IP

N 02°37'11" W
313.04'

N 87°16'38" E 394.61'

FND 5/8" IR W/CAP
STAMPED "CIVIL SURV"

CALLED 5.000 ACRES
MICHAEL J. GENTRY
FILE NO 1999014152
B.C.O.P.R.

CALLED 2.346 ACRES
MH SIERRA VISTA RETAIL LLC
FILE NO. 2024036970
B.C.O.P.R.

CALLED 190.484 ACRES
FRED AND NORMA COOCAN FAMILY PARTNERSHIP, LTD.
FILE NO. 2002050042
B.C.O.P.R.

191.30 ACRES
8,332,899 SQ. FEET

N 02°43'18" W 1,599.09'

S 02°47'51" E 1,354.77'

COUNTY ROAD 48

P.O.B.
FND 5/8" IR W/CAP
STAMPED "MANHARD PROP COR"

S 86°28'51" W 5,687.87'

SCODIE
RUN DRIVE
(50' R.O.W.)

CARSON
RANGE DRIVE
(50' R.O.W.)

AMES BOULEVARD
(120' R.O.W.)

SIERRA VISTA WEST SEC 10
FILE NO. 2022051615
B.C.O.P.R.

BAIRD BOULEVARD
(120' R.O.W.)

RESERVE "B"

SIERRA VISTA WEST SEC 3
FILE NO. 2019062381
B.C.O.P.R.

SIERRA VISTA WEST SEC 2
FILE NO. 2019057724
B.C.O.P.R.

SIERRA VISTA WEST SEC 1
FILE NO. 2019057715
B.C.O.P.R.

EXHIBIT A
DISTRICT BOUNDARY MAP OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES
IN THE LAVACA NAVIGATION COMPANY SURVEY, A-329 BRAZORIA COUNTY, TEXAS

NOVEMBER 2025 JOB NO. 5522-0221

NOTES:
1) ALL BEARINGS REFERENCED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2) CORNER MONUMENTS WERE NOT SET AT THE CLIENTS REQUEST.

STATE OF TEXAS
REGISTERED
CAMERON S. LOWE
6713
PROFESSIONAL
LAND SURVEYOR

CAMERON LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6713

LJA SURVEYING, INC.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
TBPELS Firm No. 10194382

S:\Section\Survey\Projects\LJA5001\5522\0221\06 CAD\Working Files\Base Files\Coogan Tract MUD Map Exhibit.dwg 11/5/2025

November 5, 2025
S001-5522-0221

DESCRIPTION OF
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 98
191.30 ACRES

Being 191.30 acres of land located in the Lavaca Navigation Company Survey, Abstract 329, Brazoria County, Texas, being all of that certain called 190.484 acre tract described in the deed to Fred and Norma Coogan Family Partnership, LTD. by an instrument of record under File Number 2002050042 in the Official Public Records of Brazoria County, Texas (B.C.O.P.R.) said 191.30 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83:

BEGINNING at a 5/8-inch iron rod with cap stamped “MANHARD PROP COR” found for the southeast corner of said 190.484 acre tract, same being the northeast corner of Sierra Vista West Sec 10, a subdivision of record under File Number 2022051615, B.C.O.P.R., said point lying on the west right-of-way line of County Road 48;

Thence, South 86° 28' 51" West, along the south line of said 190.484 acre tract, 5,687.87 feet to the southwest corner of said 190.484 acre tract, same being the northwest corner of Baird Boulevard (120’ R.O.W.), as shown on Sierra Vista West Sec 3, a subdivision of record under File Number 2019062381, B.C.O.P.R.;

Thence, North 02° 43' 18" West, along the west line of said 190.484 acre tract, 1,599.09 feet to the northwest corner of said 190.484 acre tract, said point lying on the south right-of-way line of County Road 56;

Thence, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, the following three (3) courses:

1. North 87° 18' 07" East, 3,672.00 feet to a 1-inch iron pipe found for an angle point in said common line;

2. South 54° 53' 13" East, 266.84 feet to a 1-inch iron pipe found for an angle point in said common line;

3. North 87° 16' 38" East, 713.67 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the northwest corner of that certain called 5.000 acre tract described in the deed to Michael J. Gentry by an instrument of record under File Number 1999014152, B.C.O.P.R.;

Thence, South 02° 50' 47" East, departing the south right-of-way line of said County Road 56 and along an east line of said 190.484 acre tract, common to the west line of said 5.000 acre tract, 312.13 feet to a 3/4-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southwest corner of said 5.000 acre tract;

Thence, North 87° 21' 08" East, along the north line of said 190.484 acre tract, common to the south line of said 5.000 acre tract, 693.26 feet to a 1-inch iron pipe found for a northerly corner of said 190.484 acre tract, same being the southeast corner of said 5.000 acre tract;

Thence, North 02° 37' 11" West, along a west line of said 190.484 acre tract, common to the east line of said 5.000 acre tract, 313.04 feet to a northerly corner of said 190.484 acre tract, same being the northeast corner of said 5.000 acre tract, said point lying on the south right-of-way line of the aforementioned County Road 56;

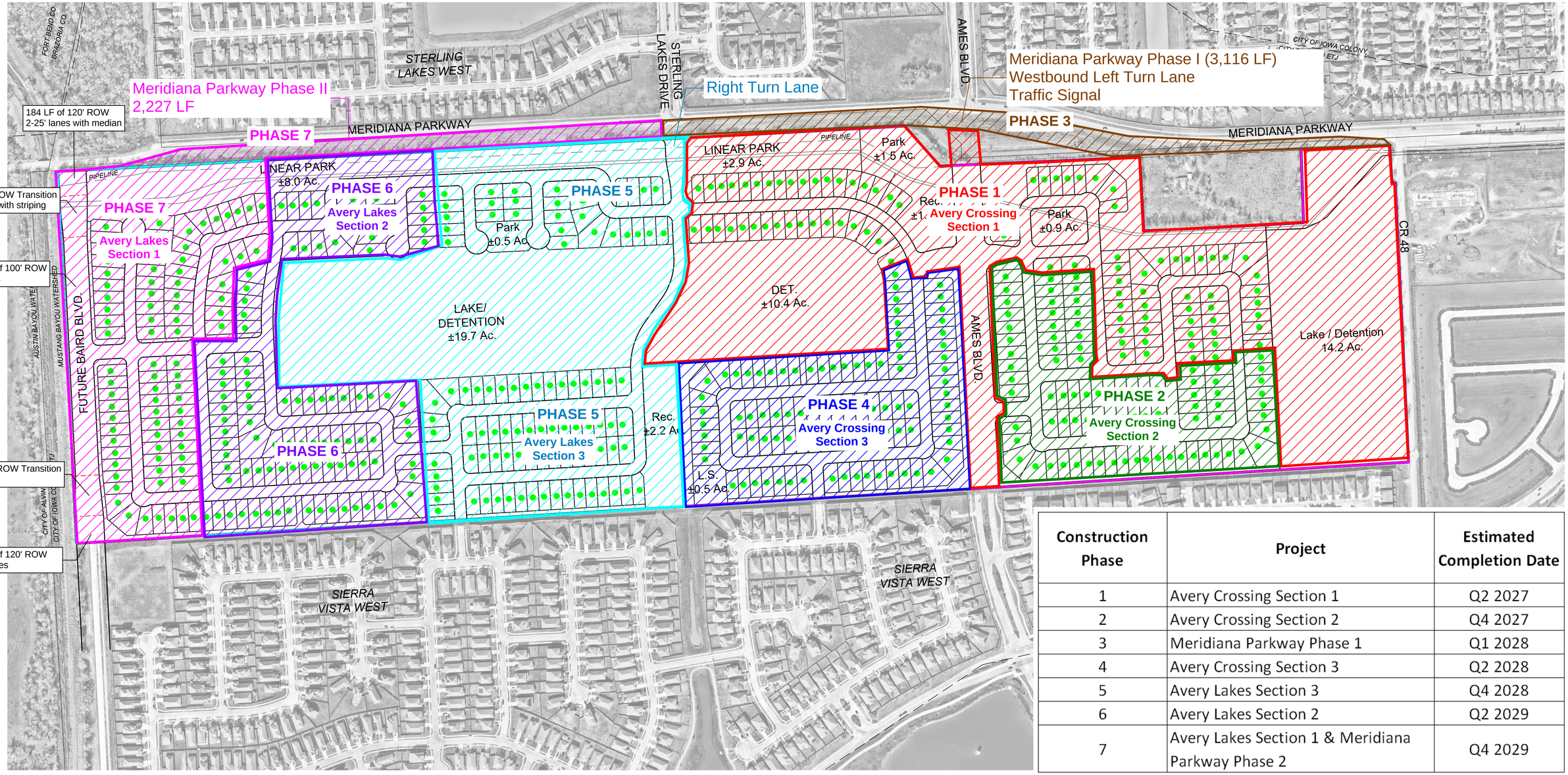
Thence, North 87° 16' 38" East, along the north line of said 190.484 acre tract, common to the south right-of-way line of said County Road 56, 394.61 feet to a 5/8-inch iron rod with cap stamped “CIVIL SURV” found for the northeast corner of said 190.484 acre tract and the intersection of the south right-of-way line of said County Road 56 and the west right-of-way line of County Road 48;

Thence, South 02° 47' 51" East, along the east line of said 190.484 acre tract, common to the west right-of-way line of said County Road 48, 1,354.77 feet to the POINT OF BEGINNING and containing 191.30 acres of land.

Cameron S. Lowe, RPLS, PLS
Texas Registration No. 6713
LJA Surveying, Inc.

Exhibit B

Road Facilities



Construction Phase	Project	Estimated Completion Date
1	Avery Crossing Section 1	Q2 2027
2	Avery Crossing Section 2	Q4 2027
3	Meridiana Parkway Phase 1	Q1 2028
4	Avery Crossing Section 3	Q2 2028
5	Avery Lakes Section 3	Q4 2028
6	Avery Lakes Section 2	Q2 2029
7	Avery Lakes Section 1 & Meridiana Parkway Phase 2	Q4 2029

±189.7 Ac. COOGAN TRACT - LOTTING STUDY

LOCATION: Iowa Colony ETJ, Texas CLIENT: Allied Development DATE: August 19, 2025

0 100 200 400

S:\Planning\01 Planning\5522-1000\04-Lotting Study\5522-1000_Coogan Tract_Lotting Study_08-07-2025.dwg 2025-08-19 DWHITFIELD

Exhibit C

Water Points of Connection

EXHIBIT C

December 11, 2025

JOB NO. 5522-0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

PAD LAYOUT: JOSHUA DAVENPORT

Exhibit D

Wastewater Points of Connection

EXHIBIT D

December 11, 2025

JOB NO. 5522–0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

SHEET 1 OF 2

PAD LAYOUT: JOSHUA DAVENPORT

EXHIBIT D

December 11, 2025

JOB NO. 5522–0220

LJA Engineering, Inc.
3600 W Sam Houston Parkway S
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

PAD LAYOUT: JOSHUA DAVENPORT

Exhibit E

Estimated Costs of Wastewater Plant Expansion

CITY OF IOWA COLONY
SOUTHWEST WASTEWATER TREATMENT PLANT - EXPANSION TO 0.90 MGD
Pro-rata Cost Share

ADICO

Entity	ESFCs	GPD	Cost Share%	Engineering Share	CMT	Construction Phase Share	Contingency (10%)	Total
				$825,000	$165,000	$11,000,000	$1,100,000	$13,090,000
City of Iowa Colony	1463	365750	73.15%	$603,488	$120,698	$8,046,500	$804,650	$9,575,335
BCMUD 98	537	134250	26.85%	$221,513	$44,303	$2,953,500	$295,350	$3,514,665
Total	2,000	500000	100.00%	$825,000	$165,000	$11,000,000	$1,100,000	$13,090,000

Exhibit E

Annexation Petition

PETITION FOR ANNEXATION
INTO THE CITY OF IOWA COLONY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

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

The undersigned, Allied Development LLC, a Wyoming limited liability company, or its successor or assigns (the "Petitioner"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City to extend the present corporate limits so as to include and annex as part of the City the tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the Petitioner would show the following:

1. The Land is comprised of approximately 191 acres currently wholly located within the City's extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).

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

3. The Petitioner hereby certifies that it will be, upon its purchase of the Land, the sole owner of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that will own the Land or have an ownership interest in any part of the Land upon Petitioner's purchase of the Land. The Petitioner acknowledges the City has offered a development agreement and the Petitioner has entered into a development agreement with the City.

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

5. This Petition is irrevocable.

Respectfully submitted this _____ day of _____, 202_, but effective as of the date described above.

ALLIED DEVELOPMENT LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of ALLIED DEVELOPMENT LLC a Wyoming limited liability company on behalf of said limited liability company.

_____
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT A