DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND TRI POINTE HOMES TEXAS, INC.

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between TRI POINTE HOMES TEXAS, INC., a Texas corporation, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2024 (the "Effective Date").

RECITALS

The Developer intends to acquire approximately 108.8 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, of which approximately _____ acres is within the corporate limits of the City and ____ acres is outside the corporate limits of the City. The Developer intends to develop the Tract for primarily single-family residential purposes. The Developer represents that the development of the Tract may be annexed into an existing District to fund certain public infrastructure, and an agreement with the City will provide for long-term certainty concerning development of the Tract. The Developer intends to petition the City for voluntary annexation of the approximately _____ acres (the "Annexation Tract") as described on **Exhibit E** into the corporate limits of the City.

The City is a general law city with all powers except those specifically limited by the Constitution and laws of the State of Texas.

The City wishes to provide for the orderly, safe and healthful development of the Tract, and the City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

Annexation Tract means approximately _____ acres of land to be annexed by the City upon petition of the Developer, as described in **Exhibit E**.

City means the City of Montgomery, Texas.

District means an existing municipal utility district pursuant to Article XVI, Sec. 59, and Article III, Sec. 52, Texas Constitution, Chapters 49 and 54, Texas Water Code and rules of the TCEQ.

Developer means Tri Pointe Homes Texas, Inc., a Texas corporation, its successors or assigns.

ESFC means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 225 gallons per day and an ESFC of wastewater means 150 gallons per day.

Facilities means the water distribution, sanitary sewer collection, transportation and treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed or acquired by the District to serve lands within 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.

Parties means the City and the Developer, collectively.

Tract means the approximately 108.8 acres of land to be developed by Developer, as described in **Exhibit A**, and any additional land that may be annexed into the District as approved by the City.

TCEQ means the Texas Commission on Environmental Quality or its successor agency.

1.2. Exhibits. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A	Metes and Bounds Description of the Tract
Exhibit B	Form of Utility Agreement
Exhibit C	Description of Water Line and Oversized Water Line to serve Tract
Exhibit D	Description of Lift Station and Force Main to serve Tract
Exhibit E	Annexation Tract

ARTICLE II

DEVELOPER OBLIGATIONS

Section 2.1. Utilities.

a. *Water, Sanitary Sewer and Drainage Facilities*. Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction

of all internal water and sanitary sewer lines. The City is responsible for the design and construction of the off-site water line and the Oversized Water Line as described in Sections 2.1(b)(2) below, and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract, all in accordance with a Utility Agreement, the form of which is attached hereto as **Exhibit B**. Following acceptance by the City, the water and sanitary sewer infrastructure, if required as described below, will be owned, operated, and maintained by the City per normal practice and as described in the Utility Agreement. The City agrees to provide the Tract with its ultimate requirements for wastewater treatment and water capacity in accordance with the Utility Agreement and as further described herein.

b. *Water Supply Facilities*. The parties acknowledge that the Tract will be developed with ultimate water requirements of 30,600 gpd to serve approximately 136 connections. The City agrees that it has the capacity in its water treatment system to serve the Development; however, the Developer is required to construct certain improvements to the City's water supply system in order to serve the Tract.

    1. *Water Line*. The City agrees to design and construct, at the Developer's cost, a 12" off-site waterline connecting to the City's existing 12" waterline, which shall be routed generally as shown on **Exhibit C** or such other route as is mutually agreed upon by the Parties ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Water Line. The Water Line will be sized to serve the Tract; to the extent the City requires the Water Line to be oversized to serve land outside the Tract, the Parties agree to comply with provisions of Section 2.3 below. The Developer will receive Impact Fee credit for funding of the Water Line as described in Section 2.1(d) below.

        i. **Funding**. The City will provide the Developer a cost estimate of the engineering and construction costs of the Water Line, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Water Line. The City will be responsible for bidding the Water Line in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. The Developer shall have the right to review all bids received for the construction of the Water Line, approve award of the construction contract for the Water Line, and review and approve all pay estimates and change orders

related thereto. The City will keep accurate records of Developer deposits and Water Line costs and make such records available for Developer inspection upon request. Within 45 days of City acceptance of the Water Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. The City will hold $3,000 in escrow to cover estimated cost for completion of the one year warranty inspection. After completion of the one year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds. Developer will get impact fee credit for all funds expended pursuant to this Section 2.1(b)(1.)(i.) in accordance with Section 2.1(d) below.

ii. **Timing**. The City is obligated to begin design of the Water Line upon execution of this Agreement and receipt of the deposit of design fees, and begin construction of the Water Line within six (6) months of execution of this Agreement and receipt of the deposit for all construction-related expenses. The Developer and the City understand that there are certain factors outside of both the Developers and City's control. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Water Line in accordance with this Agreement, the City agrees that the Developer may design and construct the Water Line to meet its development needs and receive Impact Fee credit for such costs as stated in Section 2.1(d) below.

iii. **Ownership**. The City will accept such Water Line for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

2. *Oversized Water Line Through the Tract*. The Developer agrees to design and construct, at the Developer's cost, a 12" looped waterline, which shall be routed generally as shown on **Exhibit C** or such other route as is mutually agreed upon by the Parties ("Oversized Water Line"). The Oversized Water Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Oversized Water Line. Developer agrees to provide a copy of all bids received and a summary illustrating the additional cost to the City at the time of bidding. The City will accept such Oversized Water Line for ownership and operation in accordance with the terms of the

Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor. City agrees to pay for the difference in the cost for the Oversized Water Line compared to the cost of an 8" water line along the same route. Upon City acceptance of the Oversized Water Line and commencement of the one-year warranty period City agrees to pay for the cost for the Oversized Water Line upon City acceptance of the one-year warranty period.

c. *Wastewater Treatment Facilities*. The parties acknowledge that the Tract's ultimate wastewater requirements of 20,400 gpd to serve approximately 136 connections. The City agrees that it has permitted capacity in its wastewater treatment system to serve the Tract.

1. *Lift Station Site, Public Sanitary Sewer Lift Station and Force Main*. The Developer agrees to dedicate in fee simple title, a site agreeable to the City (the "Lift Station Site"), to construct a public sanitary sewer lift station (the "Lift Station"). The City agrees to design and construct an off-site force main to serve the Tract (the "Force Main"). The Lift Station and Force Main will serve the Tract as generally shown on **Exhibit D**. The Developer will acquire any necessary right of way for construction of the Force Main.

i. **Funding of Lift Station and Force Main**. The City will provide the Developer a cost estimate of the engineering and construction costs of the Lift Station and a cost estimate of the engineering and construction costs of the Force Main, and upon presentation of such estimates, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Lift Station and Force Main. The City will be responsible for bidding the Lift Station and Force Main in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. The Developer shall have the right to review all bids received for the construction of the Lift Station and Force Main, approve award of the construction contract for the Lift Station and Force Main, and review and approve all pay estimates and change orders related thereto. The City will keep accurate records of Developer deposits and Lift Station and Force Main costs and make such records available for Developer or District inspection upon request. Within forty-five (45) days of City acceptance of the Lift Station and Force Main, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. The

City will hold $3,000 in escrow to cover estimated cost for completion of the one year warranty inspections. After completion of the one year warranties and action by City Council to officially end the warranty periods, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds.

ii. **Developer Reimbursement of Lift Station**. The City agrees to reimburse the Developer for design and constructions costs of the Lift Station less the Developer's pro rata share of the Lift Station capacity (the "Developer's Reimbursable Share"). Developer's Reimbursable Share will be calculated by the City engineer. The City agrees to make annual payments to the Developer in an amount not to exceed _____, until the Developer's Reimbursable Share is paid in full. The first payment is due upon the one year anniversary of the Effective Date of this Agreement.

iii. **Timing**. The City is obligated to begin design of the Lift Station and Force Main upon execution of this Agreement and receipt of the deposit of design fees, and begin construction of the Lift Station and Force Main within six (6) months of execution of this Agreement and receipt of the deposit for all construction-related expenses. The Developer and the City understand that there are certain factors outside of both the Developers and City's control. The Developer agrees to timely fund such design and construction of the Lift Station and Force Main. In the event that the City does not timely commence design and/or construction of the Force Main in accordance with this Agreement, the City agrees that the Developer may design and construct the Force Main to meet its development needs.

iv. **Ownership**. The City will accept such Lift Station and Force Main for ownership and operation in accordance with the terms of the Utility Agreement subject to a one-year maintenance bond to be enforceable by the City from the contractor.

d. *Impact Fees*. Subject to Sections 2.1(b) and 2.1(c) above, the Developer agrees to pay all City adopted impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in accordance with the City's adopted capital improvements plan. Except as expressly provided herein, the Developer will be assessed impact fees and pay at the time of platting.

e. *Drainage Facilities*. The Developer will submit a drainage study to the City prior to approval of construction plans. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. The City agrees to allow culverts and public roads within public road right of way as restrictors or control structures for detention

facilities. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the Developer.

Section 2.2. Road Improvements.

a. *Public Road Improvements*. Any public road improvements constructed within the Tract, shall be constructed in accordance with the City Code. The Developer will obtain any easements or rights-of-way necessary for construction of public road improvements inside the boundaries of the Tract; however, to the extent additional easements or rights-of-way are necessary to construct public road improvements outside the boundaries of the Tract on land not owned by the Developer, the Developer is responsible for obtaining such easements or rights-of-way, at Developer's cost. Once constructed, all public road improvements shall be dedicated to and accepted by the City for operation and maintenance.

b. *Pedestrian Mobility Improvements*. The Developer is responsible for the design and construction of sidewalks on both sides of each road internal to the Tract, in accordance with the City's design manual. The Developer is also responsible for the design and construction of pedestrian trails leading to and surrounding the detention pond(s). The City will be responsible for maintenance of the sidewalks along the roads upon acceptance of the street infrastructure. The Developer will be responsible for ownership and maintenance of pedestrian trails leading to and around the detention pond(s).

Section 2.3. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the Tract, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which oversized Facilities will be built, the Developer will present the City with the bids and bid tabulations, and the City and the Developer (in accordance with the Utility Agreement) must agree to the incremental costs based on such bid or the Developer is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

ARTICLE III.
DEFAULT AND TERMINATION

Section 3.1. 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.

(a) The parties acknowledge and agree that any substantial deviation by the 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 the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

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

(i) An attempt by the City to dissolve the District without complying with the terms of this Agreement or in violation of the provisions of the Utility Agreement;

(ii) An attempt by the City to delay or limit reimbursement to the Developer in violation of the provisions of this Agreement; or

(iii) An attempt by the City to enforce any provisions of the City Code within the Tract that is inconsistent with the terms and conditions of this Agreement.

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

Section 3.2. Notice of Developer's Default**.**

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

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

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

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

Section 3.3. Notice of City's Default.

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

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

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

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

Section 3.4. Remedies**.** In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE VI.
CITY'S CONSENT TO ANNEXATION; VOLUNTARY ANNEXATION; DISTRICT ANNEXATION OF LAND

Section 4.1. Consent to Annexation of City. After the Developer acquires the Tract, Developer will submit to the City its petition for annexation of the Annexation Tract into the corporate limits of the City. The City hereby agrees that it shall not annex the Tract into the corporate limits of the City until ten (10) days after Developer closes on the purchase and sale of the Tract and at such time the Annexation Tract shall be entitled to all the rights and privileges and bound by all regulations of the City.

Section 4.2. Consent to Inclusion of Tract into Existing District. In the event the Developer submits a request for the Tract to be annexed into an existing District after Developer acquires the Tract and within three (3) years from the Effective Date of this Agreement, the City hereby agrees that it shall approve a resolution consenting to the inclusion of the Tract into an existing District, and the City agrees that the resolution will be deemed to constitute the City's consent to inclusion of the Tract into an existing District. 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 if requested to do so.

ARTICLE V.

MISCELLANEOUS

Section 5.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract 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 to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to 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.

Section 5.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by 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. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other inabilities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 5.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 5.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 5.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Administrator

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019
Attention: Alan P. Petrov

If to the Developer, to:

Tri Pointe Homes Texas, Inc.
19540 Jamboree Road, Suite 300
Irvine, CA 92612
Attention: Thomas J. Mitchell, President

With a copy to _____:

_____
_____
_____

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other parties.

Section 5.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement

between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

Section 5.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 5.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any 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 5.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 5.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City Code. 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 agreement of such entity.

(Signature Pages to Follow)

Executed by the Developer and the City to be effective on the Effective Date.

TRI POINTE HOMES TEXAS, INC.
a Texas corporation

By:
_____
_____
_____
_____
_____
_____
_____
_____
_____
By:_____
Name: Thomas J. Mitchell
Title: President

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2024, by Thomas J. Mitchell, President of Tri Pointe Homes Texas, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

_____
Sara Countryman, Mayor

ATTEST:

_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____, 2024, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"

METES AND BOUNDS

EXHIBIT "B"

UTILITY AGREEMENT