

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
SUPERIOR PROPERTIES OF TEXAS, LLC
DEVELOPMENT NO. 2215

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between SUPERIOR PROPERTIES OF TEXAS, LLC, a Texas limited liability company, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2025 (the "Effective Date").

RECITALS

The Developer owns approximately 15.46 acres of land, as described on the attached Exhibit A (defined herein as the "Tract") in Montgomery County, Texas, within the corporate limits of the City. The Developer intends to develop the Tract for multi-family and commercial purpose and the City will provide water and sanitary sewer service to the Tract.

The City is a Type A general-law municipality 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:

City means the City of Montgomery, Texas.

Commercial Development means the portion of the Tract as shown on Exhibit F.

Developer means Superior Properties of Texas, LLC, a Texas limited liability company, its successors or assigns.

Development or Tract means the approximately 15.46 acres of land to be developed by Developer, as described in Exhibit A.

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 300 gallons per day and an ESFC of wastewater means 200 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 to serve the Tract, 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.

Management Pad means the dedicated site as shown on Exhibit F. The pad site on the Land Plan identified as Commercial & Management is conceptual in size and location, subject to change in both.

Multi-family Development means the portion of the Tract as shown on Exhibit F.

Parties means the City and the Developer, collectively.

Tract means the approximately 15.46 acres of land to be developed by Developer, as described in Exhibit A.

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	Public Waterline Extension
Exhibit D	Public Sanitary Sewer Extension
Exhibit E	Cost Estimate
Exhibit F	Master General Land Plan
Exhibit G	2021 County Major Thoroughfare Plan

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 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 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 Developer 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 in phases with ultimate water requirements of 38,940 gpd to serve approximately 130 connections. The City agrees that it has the capacity in its water treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's water supply system in order to provide sufficient service to the Tract.

i. **Water Lines.**

1. Multi Family: The Developer agrees to design and construct, at their cost, the connection required to serve the Multi-family Development as shown on Exhibit C (the "Lone Star Parkway Water Line") by crossing Lone Star Parkway. This portion of the Development will be served by a master meter located along the frontage of the property within public right-of-way or a water meter easement.
2. Commercial: The City will design and construct the public waterline required to serve the commercial portion of the development, at the cost of the Developer. The commercial pads will be served by a proposed 8-inch along Lawson Street and connecting to an existing 6-inch along Simonton. The existing 6-inch along Lawson will be abandoned as shown in Exhibit C (the "Lawson and Simonton Waterline"). The waterlines deemed to be Public 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 or easements required for the construction of the Lawson and Simonton Waterline.

ii. Funding.

1. Multi-Family: The City will provide the Developer a cost estimate of inspection costs related to the Lone Star Parkway Waterline, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for the inspection services of the Lone Star Parkway Waterline. The City will keep accurate records of Developer deposits and Lone Star Parkway Waterline costs and make such records available for Developer inspection upon request. Within forty-five (45) days of City acceptance of the Lone Star Parkway Waterline, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer.
2. Commercial: The City will provide the Developer a cost estimate of the engineering and construction costs of the Lawson and Simonton Waterline, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, expenses and fees, and bid phase services) of the Lawson and Simonton Waterline. The Cost Estimate is attached hereto as Exhibit "D." The City will be responsible for bidding the Lawson and Simonton Waterline 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, with the City. Within forty-five (45) days of City acceptance of the Lawson and Simonton Waterline, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost.

iii. Ownership

1. Multifamily: The City will accept such Lone Star Parkway Waterline or ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the Lone Star Parkway Waterline has been

constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the Lone Star Parkway Waterline, the Developer shall provide the City with as-built drawings in both digital and pdf format.

2. **Commercial:** The City will accept such Lawson and Simonton Waterline for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public waterline has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer.

- c. ***Wastewater Treatment Facilities.*** The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 26,000 gpd to serve approximately 130 connections. The City agrees that it has permitted capacity in its wastewater treatment system to serve the Tract; however, the Developer is required to fund the construction of certain improvements to the City's wastewater supply system in order to serve the Tract.

- i. **Sanitary Sewer Line.** The Developer agrees to design and construct a gravity sanitary sewer line extension, at the Developer's cost, along the frontage of the Tract along Lone Star Parkway from an existing manhole at the northeast corner of Lone Star Parkway and FM 149 as shown on **Exhibit D**, (the "**Sanitary Sewer Line**"). The Sanitary Sewer 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 Sanitary Sewer Line.
- ii. **Funding.** The City will provide the Developer a cost estimate of inspection costs related to the Sanitary Sewer Line, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for the inspection services of the Sanitary Sewer Line. The City will keep accurate records of Developer deposits and Sanitary Sewer Line costs and make such records available for Developer inspection upon request. Within forty-five (45) days of City acceptance of the Sanitary Sewer Line, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year maintenance inspection to be conducted by the City Engineer.
- iii. **Ownership.** The City will accept such Sanitary Sewer Line or ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the public

sanitary sewer line has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the public sanitary sewer line, the Developer shall provide the City with as-built drawings in both digital and pdf format.

- d. Impact Fees. The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at final platting. Impact Fees must be paid before the Final Plat is approved by City Council. If the proposed tap size changes after the time of final platting, a true-up of Impact Fees will be completed within 45 days of the time of the tap request and before the tap is completed.
- e. Drainage Facilities. All drainage and detention facilities must be designed and constructed in accordance with the City Code and the City's floodplain regulations and any applicable Montgomery County Drainage Criteria Manual Standards. All onsite storm sewer systems will be designated as private facilities and will not be accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the Developer. The Developer is responsible for providing engineering plans and specifications for the drainage and detention system interior to the Tract to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits.

Section 2.2. Road Improvements. Developer agrees Streets will be private and Parties agree that no connection shall be added to Lawson Street or Simonton Street and these Streets are to remain dead-ends with gated and KNOX lock access for emergency services only, but only if required by Fire Marshal and/or Developer insurance. The Developer is responsible for providing engineered plans and specifications for the roads interior to the Tract to the City Engineer for review and approval prior to commencing construction, and to obtain all required Planning and Zoning Commission, City Council, and development approvals and permits. The Developer is responsible for Montgomery County approval for the proposed access points onto Lone Star Parkway. Pursuant to the 2021 Montgomery County Major Thoroughfare Plan, there are no plans for any proposed collector Streets or thoroughfares within or nearby the tract limits as shown on Exhibit G.

Section 2.3. Development Regulations. Developer understands the Tract is currently zoned commercial and multi-family and Developer agrees, pursuant to City Code and prior to the execution of this Agreement, to obtain all City approvals and permits with respect to rezoning the Development to R2-Multifamily and B-Commercial. Pursuant to City Code, Developer agrees each multi-family unit shall have off-Street parking for a minimum of two (2) vehicles. In addition, with respect to the commercial development Developer agrees to allocate at least 75% of the gross building space to parking, excluding family dining which shall include one (1) space for every six (6) customer seating, as well as one (1) space for every two (2) employees. Developer agrees to maintain a minimum 25' vegetative buffer

between the proposed commercial property off of Lawson Street and the existing residential property. Parties agree all commercial lighting shall be directed away from the existing single family residential homes and towards Lone Star Parkway.

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.

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.

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 IV.

MISCELLANEOUS

Section 4.1. 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 4.2. 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 incapacities 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 4.3. 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 4.4. 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 4.5. 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 77316
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:

Superior Properties of Texas, LLC
Attn: Matthew Walker, Manager
2880 Hargrave Road
Huffman, Texas 77336

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 4.6. 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 4.7. 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 4.8. 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 4.9. 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 4.10. 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 4.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the 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)

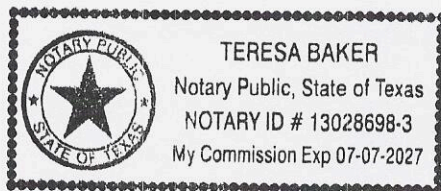
Executed by the Developer and the City to be effective on the Effective Date.

Superior Properties of Texas, LLC a
Texas limited liability company

By: Matthew Walker
Name: Matthew Walker
Title: Manager
Date: _____

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 13 day of June,
2025, by Matthew Walker, Manager of Superior Properties of Texas, LLC, a Texas limited
liability company, on behalf of said entity.



Teresa Baker
Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Title: City Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this _____ day of _____,
2025, 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

**15.46 ACRES OF LAND
OUT OF
B. RISBY SURVEY, ABSTRACT NO. 31
MONTGOMERY COUNTY, TEXAS**

Being all of a called 8.00-acre tract conveyed to SPT Montgomery, LLC by deed recorded under Montgomery County Clerk's File No. 2023026603 and all of a called 7.46-acre tract conveyed to SPT Montgomery, LLC by deed recorded under Montgomery County Clerk's File No. 2023029736, for a total of 15.46 acres of land located in the B. Rigsby Survey, Abstract No. 31, Montgomery County, Texas. Said 15.46-acre tract being more fully described by metes and bounds as follows:

All Bearing referenced herein are based on NAD. 83, Texas Central Zone.

BEGINNING at a 5/8" iron rod marking the southwest corner of the said 8.00-acre tract, same marking the southeast corner of Restricted Reserve "A" in Lonestar Parkway Community Center plat as recorded in Cabinet Z, Sheet 1570, Montgomery County Plat Records, also being along the northerly right-of-way line of Lonestar Parkway (width varies), same being the southwest corner of the herein described tract;

THENCE North 03°32'06" West, along the common line of said 8.00-acre tract and said Reserve "A", passing at 508.91 feet a 5/8" iron rod marking the northeast corner of said Restricted Reserve "A", same marking the southeast corner of Restricted Reserve "B" in said Lonestar Parkway Community Center plat, and continuing along the common line of said 8.00-acre tract and said Restricted Reserve "B", a total distance of 732.92 feet to a 5/8" iron rod marking the northeast corner of said Restricted Reserve "B", same being on the southerly line of a called 4.00-acre tract as recorded under Montgomery County Clerk's Volume 1090, Page 136, and being the northwest corner of the herein described tract;

THENCE North 85°57'35" East, along the common line of said 8.00-acre tract and said 4.00-acre tract, a distance 365.18 feet to a fence corner marking the southeast corner of said 4.00-acre tract, same marking the southwest corner of a called 4.806-acre tract recorded under Montgomery County Clerk's File No. 20011081468, same marking the northwest corner of a called 2.600-acre tract of land as recorded in Montgomery County Clerk's File No. 9344195, and being a corner angle point of the herein described tract;

THENCE South 55°46'25" East, along the common line of said 8.00-acre tract and said 2.600-acre tract for a distance of 100.68 feet to a 5/8" iron rod marking the northeasterly corner of said 8.00-acre, continuing along the common line of said 7.46-acre tract and said 2.600-acre tract, a total distance of 316.87 feet to a 1/2" iron rod marking an angle point of the herein described tract;

THENCE South 55°41'15" East, continuing along the common line of said 7.46-acre tract and said 2.600-acre tract, a distance of 270.75 feet to a fence corner marking the southwest corner of said 2.600-acre tract, also being on the west line of Mt. Pleasant Heights plat as recorder in Volume 5, Page 267, Montgomery County Map Records, and being an angle point of the herein described tract;

THENCE South 03°24'36" East along the common line of said 7.46-acre tract and said Mt. Pleasant Heights plat, for a distance of 304.57 feet to a 5/8" iron rod, being an interior corner of the herein described tract, same being on the southerly right-of-way of Lawson Street (called 50' width);

THENCE North $86^{\circ}35'20''$ East, along the common line of said 7.46-acre tract and south right-of-way line of said Lawson Street, a distance of 605.78 feet to a 5/8" iron rod for the southeast corner Lawson Street, also being on the west right-of-way line of Farm to Market Road (FM) 149, and being the most southern northeast corner of the herein described tract;

THENCE South $04^{\circ}04'19''$ East, along the common line of said 7.46-acre tract and the west line of said FM 149 for a distance of 99.50 feet to a 5/8" iron rod marking a right-of-way cutback of said FM 149, and being the northern most southeast corner of the herein described tract;

THENCE South $41^{\circ}35'13''$ West, along the common line of said 7.46-acre tract and said right-of-way cutback of FM 149 and Lonestar Parkway, a distance of 50.19 feet to a 5/8" iron rod marking the southern southeast corner of the herein described tract, same being on the north right-of-way of said Lonestar Parkway;

THENCE South $85^{\circ}46'55''$ West, along the common line of said 7.46-acre tract and the south right-of-way of said Lonestar Parkway, a distance of 192.94 feet to a 5/8" iron rod;

THENCE South $83^{\circ}12'25''$ West, continuing along the common line of said 7.46-acre tract and north right-of-way of said Lonestar Parkway, a distance of 484.44 feet to a 5/8" iron rod, and being the beginning of a curve to the right;

THENCE along said curve to the right, being the common line of said 7.46-acre tract (passing into said 8.00-acre tract at a chord length of 369.58') and the north right-of-way of said Lonestar Parkway, having a radius of 1,960.00 feet, an arc length of 707.50 feet, chord bearing of North $86^{\circ}27'04''$ West, and chord distance of 703.67 feet;

THENCE North $76^{\circ}06'44''$ West, continuing along the common line of said 8.00-acre tract and the north right-of-way of said Lonestar Parkway, a distance of 26.27 feet to the **POINT OF BEGINNING** and containing within these calls 15.46 acres of land.

Prepared by:
J.A. COSTANZA & ASSOCIATES ENGINEERING, INC.
4301 Center Street
Deer Park, Texas 77536
(281) 930-9339
TxBPELS Surveying Firm No. 10114300

June 5, 2023

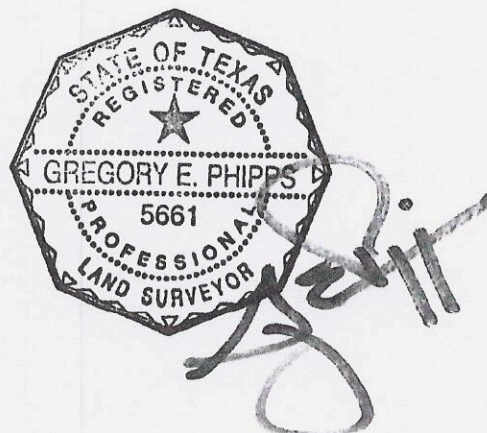


EXHIBIT "B"

FORM OF UTILITY AGREEMENT

FORM OF UTILITY AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF MONTGOMERY

§

§

THIS AGREEMENT is made and entered into as of the date herein last specified, by and between the CITY OF MONTGOMERY, TEXAS (the "City"), a Type A general-law municipality located in Montgomery County, Texas, and SUPERIOR PROPERTIES OF TEXAS, LLC, a Texas limited liability company (the "Developer"). The City and Developer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City is a Type-A general law city that provides a full range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a police department and provides other municipal services; and

WHEREAS, the Developer owns approximately 15.46 acres of land within the corporate boundaries of the City and described more particularly in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Tract"); and

WHEREAS, the Developer plans to construct and design, water lines, sanitary sewer lines, and road improvements to serve the Tract; and

WHEREAS, the Parties now desire to enter into an agreement under the terms of which, among other things: (i) the Developer will construct or acquire for the benefit of, and for ultimate conveyance to the City, all or certain of the Facilities (as defined herein) needed to serve land to be developed within the boundaries of the Tract; (ii) the City will maintain the Facilities once they are conveyed to the City by the Developer; (iii) the City will provide sufficient water supply and wastewater treatment plant capacity to serve the Tract at full development, on a time schedule that meets the Developer's needs, and will impose impact fees for such capacity as set forth herein; and (iv) the City will provide water supply and wastewater treatment services to the customers within the Tract; and

WHEREAS, the Parties 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 Parties contract and agree as follows:

ARTICLE I DEFINITIONS

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

"City Code" shall mean the Code of Ordinances adopted by the City, as amended from time to time.

"City Administrator" shall mean the City Administrator of the City.

"Development" or "Tract" means the approximately 15.46 acres of land to be developed by Developer, as described in **Exhibit A** attached hereto and incorporated herein for all purposes.

"Development Agreement" shall mean that certain Development Agreement, between the City and Superior Properties of Texas, LLC, a Texas limited liability, as may be amended from time to time.

"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 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

"Facilities" means the off-site waterlines and sanitary sewer lines to serve the Development, constructed and designed by Developer as shown on **Exhibit C**.

"Parties" shall mean the City and the Developer, collectively.

ARTICLE II DESCRIPTION, DESIGN, FINANCING AND CONSTRUCTION OF THE FACILITIES

2.01. Facilities. The Facilities shall be designed and constructed by Developer in compliance with all applicable requirements and criteria of City regulations and ordinances. All plans and specifications for the Facilities shall be submitted to the City for approval prior to construction and advertising for bids. The plans and specifications shall be prepared in accordance with the applicable provision of the City Code, as they may be amended from time to time.

2.02. Water Lines.

1. Multi Family: The Developer agrees to design and construct, at their cost, the connection required to serve the Multi-family Development as shown on **Exhibit C (the "Lone Star Parkway Water Line")** by crossing Lone Star Parkway. This portion of the Development will be served by a master meter located along the frontage of the property within public right-of-way or a water meter easement. The City will provide the Developer a cost estimate of

inspection costs related to the Lone Star Parkway Waterline, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for the inspection services of the Lone Star Parkway Waterline. The City will keep accurate records of Developer deposits and Lone Star Parkway Waterline costs and make such records available for Developer inspection upon request. Within forty-five (45) days of City acceptance of the Lone Star Parkway Waterline, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer.

2. Commercial: The City will design and construct the public waterline required to serve the commercial portion of the development, at the cost of the Developer. The commercial pads will be served by a proposed 8-inch along Lawson Street and connecting to an existing 6-inch along Simonton. The existing 6-inch along Lawson will be abandoned as shown in **Exhibit C (the "Lawson and Simonton Waterline")**. The waterlines deemed to be Public 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 or easements required for the construction of the Lawson and Simonton Waterline. The City will provide the Developer a cost estimate of the engineering and construction costs of the Lawson and Simonton Waterline, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, expenses and fees, and bid phase services) of the Lawson and Simonton Waterline. The Cost Estimate is attached as **Exhibit "E"** to the Development Agreement. The City will be responsible for bidding the Lawson and Simonton Waterline 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, with the City. Within forty-five (45) days of City acceptance of the Lawson and Simonton Waterline, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the escrow account, less the amount required for the one-year warranty inspection to be conducted by the City Engineer. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost.

2.03. Sanitary Sewer Line. In accordance with the Development Agreement and **Exhibit D**, the Developer agrees to design and construct a gravity sanitary sewer line extension, at the Developer's cost, along the frontage of the Tract along Lone Star Parkway from an existing manhole at the northeast corner of Lone Star Parkway and FM 149. The Sanitary Sewer 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 Sanitary Sewer Line. The City will accept such Sanitary Sewer Line or ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the

public sanitary sewer line has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the public sanitary sewer line, the Developer shall provide the City with as-built drawings in both digital and pdf format.

2.04. Impact Fees. In accordance with the Development Agreement, the Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities in the amount as stated in the City's current adopted impact fees, or as may be amended from time to time. The Developer will be assessed and pay impact fees at final platting. Impact Fees must be paid before the Final Plat is approved by City Council. If the proposed tap size changes after the time of final platting, a true-up of Impact Fees will be completed within 45 days of the time of the tap request and before the tap is completed.

2.05. Road Improvements. In accordance with the Development Agreement, Developer agrees streets will be private and the Parties agree that no connection shall be added to Lawson Street or Simonton Street and these streets are to remain dead-ends with gated and KNOX lock access for emergency services only, but only if required by Fire Marshal and/or Developer insurance.

ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF FACILITIES

3.01. Ownership by the City. As the Facilities are completed and become operational, the Developer shall convey the same to the City, free and clear of all encumbrances.

3.02. Operation by the City. As the Facilities are completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the approved plans and specifications, the City will 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 approved plans and specifications the City will immediately advise the Developer in what manner the infrastructure does not comply, and the Developer shall immediately correct the same; whereupon the City shall again inspect the Facilities and accept the same if the defects have been corrected. During the term of this Agreement, the City will operate the Facilities and provide retail water and sanitary sewer service to all users within the Tract 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.

3.03. Rates and Meters. The City shall bill and collect fees from customers located within the boundaries of the Tract and shall from time to time fix such rates and charges for such customers of the City's system; provided, however, that the rates and charges for services afforded by the system will be equal and uniform to those charged for other similar classifications of users in the City. All water and wastewater revenues from the Tract customers shall belong exclusively

to the City. The City shall be responsible for providing and installing any necessary meters for the individual customers.

3.04. Tap Fees / Connection Charges. Notwithstanding anything in the City Code to the contrary, the City will impose a charge for tap fees or connections to the water and wastewater system 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.

ARTICLE IV REMEDIES IN EVENT OF DEFAULT

The Parties hereto expressly recognize and acknowledge that a breach of this Agreement by either party may cause damage to the non-breaching 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.

ARTICLE V MISCELLANEOUS PROVISIONS

5.01. 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.

5.02. 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.

5.03. Address and Notice. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such party; or sending the notice by prepaid telegram, when

appropriate. Notice deposited by mail in the foregoing manner shall be effective the day after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77316
Attention: City Administrator

With a copy to City attorney:

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

If to the Developer, to:

Superior Properties of Texas, LLC
Attn: Matthew Walker, Manager
2880 Hargrave Road
Huffman, Texas 77336

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other Party.

5.04. Assignability. This Agreement may not be assigned by either except upon written consent of the other Party

5.05. No Additional Waiver Implied. The failure of a 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 any other Party.

5.06. 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.

5.07. 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.

5.08. 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.

5.09. 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.

5.10. 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.

5.11. 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.

5.12. Term and Effect. This Agreement shall remain in effect until the expiration of thirty (30) years from the date hereof.

[EXECUTION PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of ____ 2025.

**THE CITY OF MONTGOMERY,
TEXAS**

Sara Countryman, Mayor

ATTEST/SEAL:

Ruby Beaven, City Secretary

**SUPERIOR PROPERTIES OF TEXAS,
LLC, a Texas limited liability company**

By: Matthew Walker

Name: Matthew Walker

Title: Manager

STATE OF TEXAS

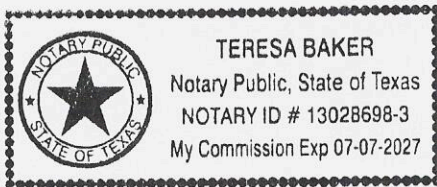
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COUNTY OF MONTGOMERY

§

This instrument was acknowledged before me this 13 day of June, 2025,
by Matthew Walker, Manager of Superior Properties of Texas, LLC, a Texas limited liability, on
behalf of said company.



Teresa Baker
Notary Public, State of Texas

(NOTARY SEAL)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of ____ 2025.

**THE CITY OF MONTGOMERY,
TEXAS**

Sara Countryman, Mayor

ATTEST/SEAL:

Ruby Beaven, City Secretary

**SUPERIOR PROPERTIES OF TEXAS,
LLC, a Texas limited liability company**

By: Matthew Walker
Name: Matthew Walker
Title: Manager

STATE OF TEXAS

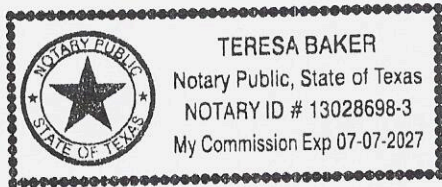
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COUNTY OF MONTGOMERY

§

This instrument was acknowledged before me this 13 day of June, 2025,
by Matthew Walker, Manager of Superior Properties of Texas, LLC, a Texas limited liability, on
behalf of said company.

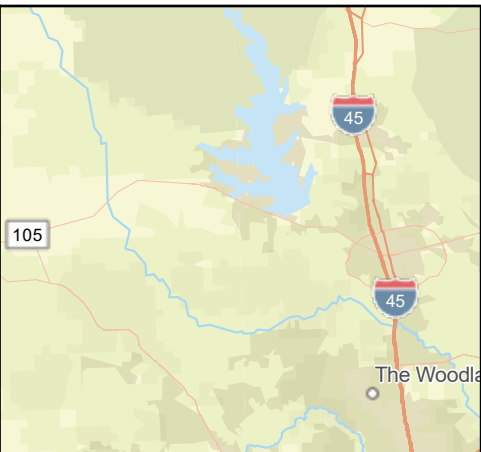
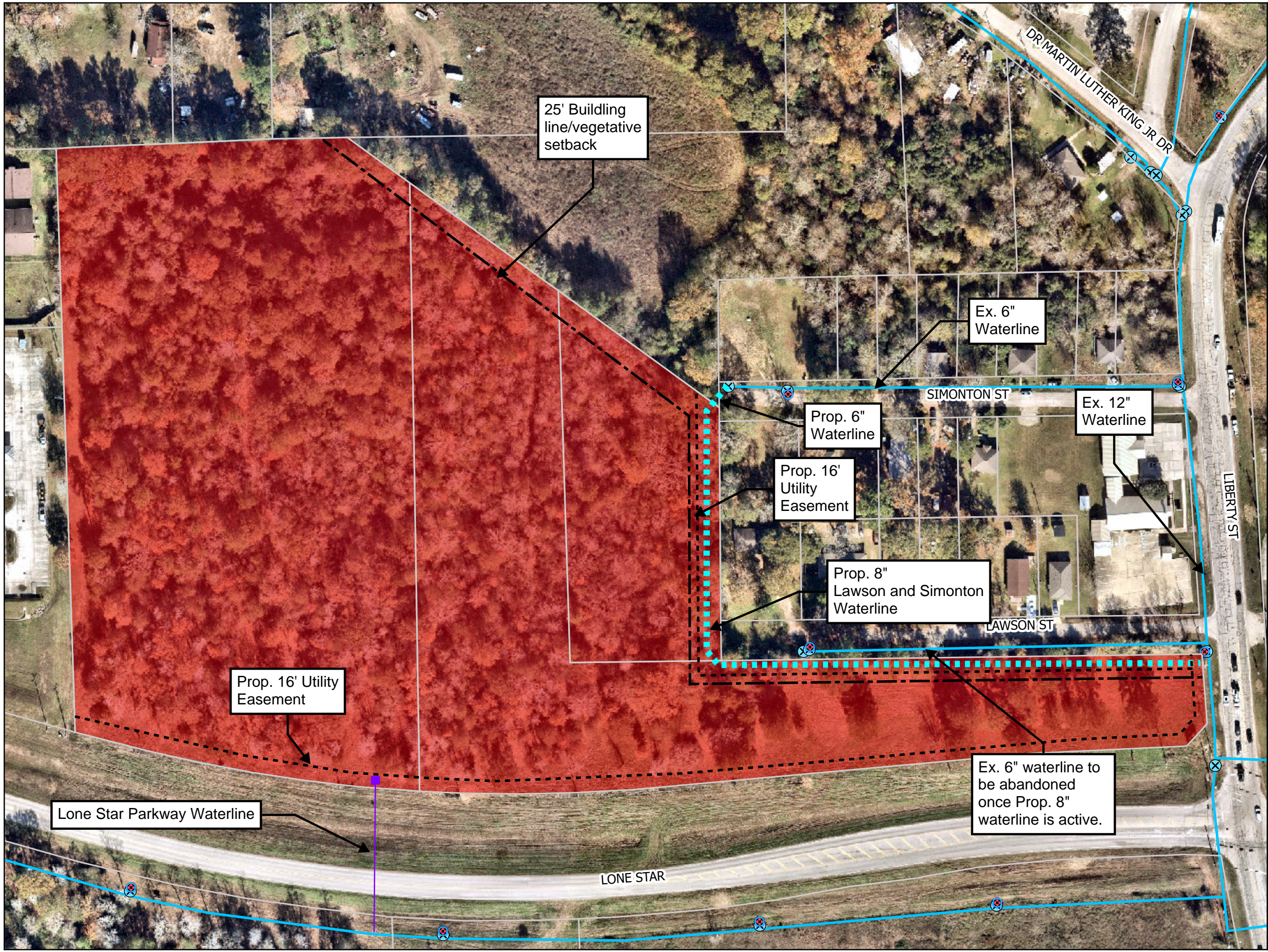


Teresa Baker
Notary Public, State of Texas

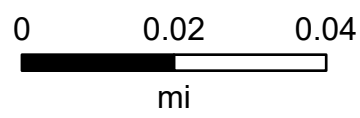
(NOTARY SEAL)

EXHIBIT "C"

PUBLIC WATERLINE EXTENSION



- Legend**
- City Limits
 - City Limits
 - Extrateritorial Jurisdictions
 - Tax Parcels



**Exhibit C:
Public Waterline
Extension**

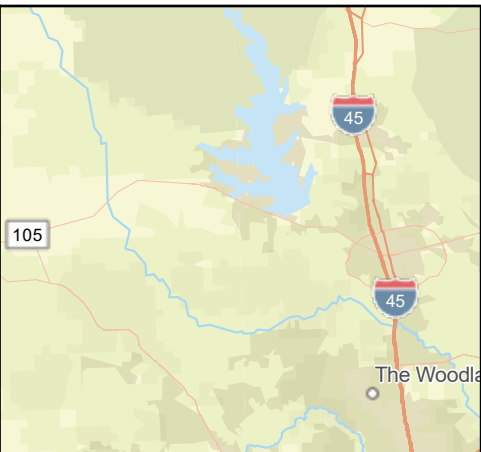
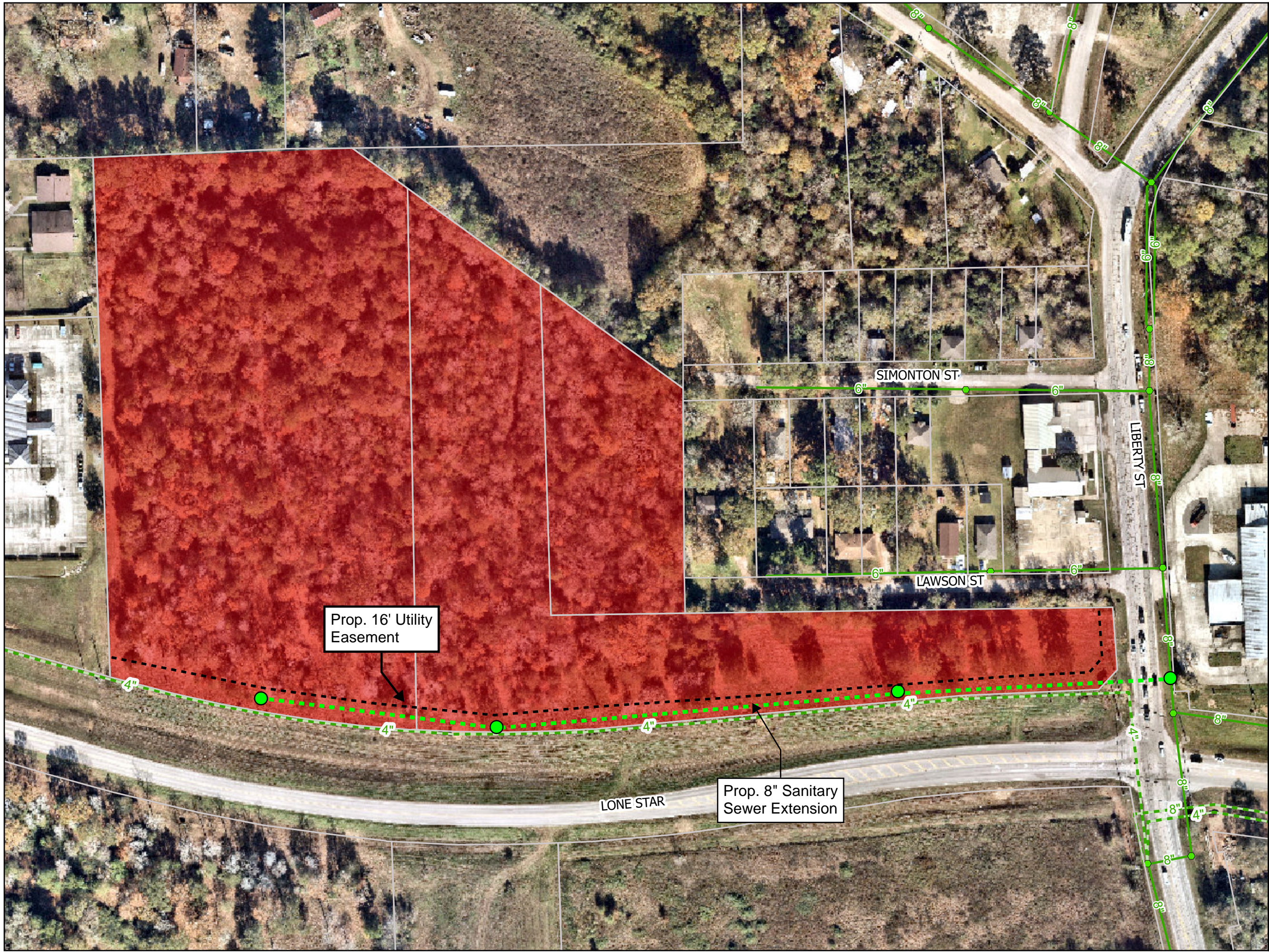


Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.



EXHIBIT "D"

PUBLIC SANITARY SEWER EXTENSION



- Legend**
- City Limits
 - City Limits
 - Extrateritorial Jurisdictions
 - Tax Parcels

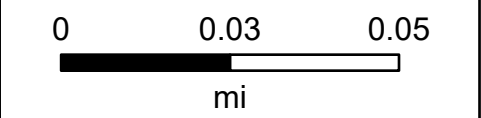


Exhibit D: Public Sanitary Sewer Extension



Disclaimer: This product is offered for graphical purposes only and may not be suitable for legal, engineering, or surveying purposes. The information shown on this exhibit represents the approximate location of property, municipal boundaries or facilities.

WGA

EXHIBIT "E"

COST ESTIMATE



Preliminary Cost Estimate
Lawson and Simonton Public Waterline Loop
Superior Properties
6/11/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
<u>General</u>					
1	Mobilization, Bonds, and Insurance	1	LS	\$ 10,000	\$ 10,000
2	Construction Staking	1	LS	2,500	2,500
3	Trench Safety System	930	LF	1	900
4	SWPPP	1	LS	4,000	4,000
5	Traffic Control Plan	1	LS	4,000	4,000
5	Clearing and Grubbing	1	LS	5,000	5,000
6	Site Restoration	1	LS	5,000	5,000
<u>Water</u>					
7	8-Inch C900 PVC Waterline (Open Cut Construction)	930	LF	60	55,800
8	6-Inch C900 PVC Waterline (Open Cut Construction)	30	LF	50	1,500
9	8-Inch Gate Valve	2	EA	4,000	9,300
10	6-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
11	8-Inch TS&V	1	EA	6,000	6,000
12	Abandon Ex. 6" Waterline (Cut, Plug, and Abandon)	1	LS	5,000	5,000
13	Fire Hydrant	3	EA	8,000	24,000
14	Meter Reconnect	5	EA	\$ 1,000	\$ 5,000
				Construction Subtotal	\$ 140,000
				Contingencies (15%)	\$ 21,000
				Engineering - Preliminary, Design, and Bidding	\$ 35,000
				Construction Administration and Inspection	\$ 26,000
				Expenses and Fees	\$ 1,000
				Construction Materials Testing	\$ 11,000
				Total	\$ 234,000

Notes:

- 1 All values rounded up to the nearest thousand.
- 2 This estimate is based on my best judgement as a design professional familiar with the construction industry. We cannot and do not guarantee that bids will not vary from this cost estimate.
- 3 This is not a proposal for engineering services but an estimate for planning purposes.

EXHIBIT "F"

MASTER GENERAL LAND PLAN

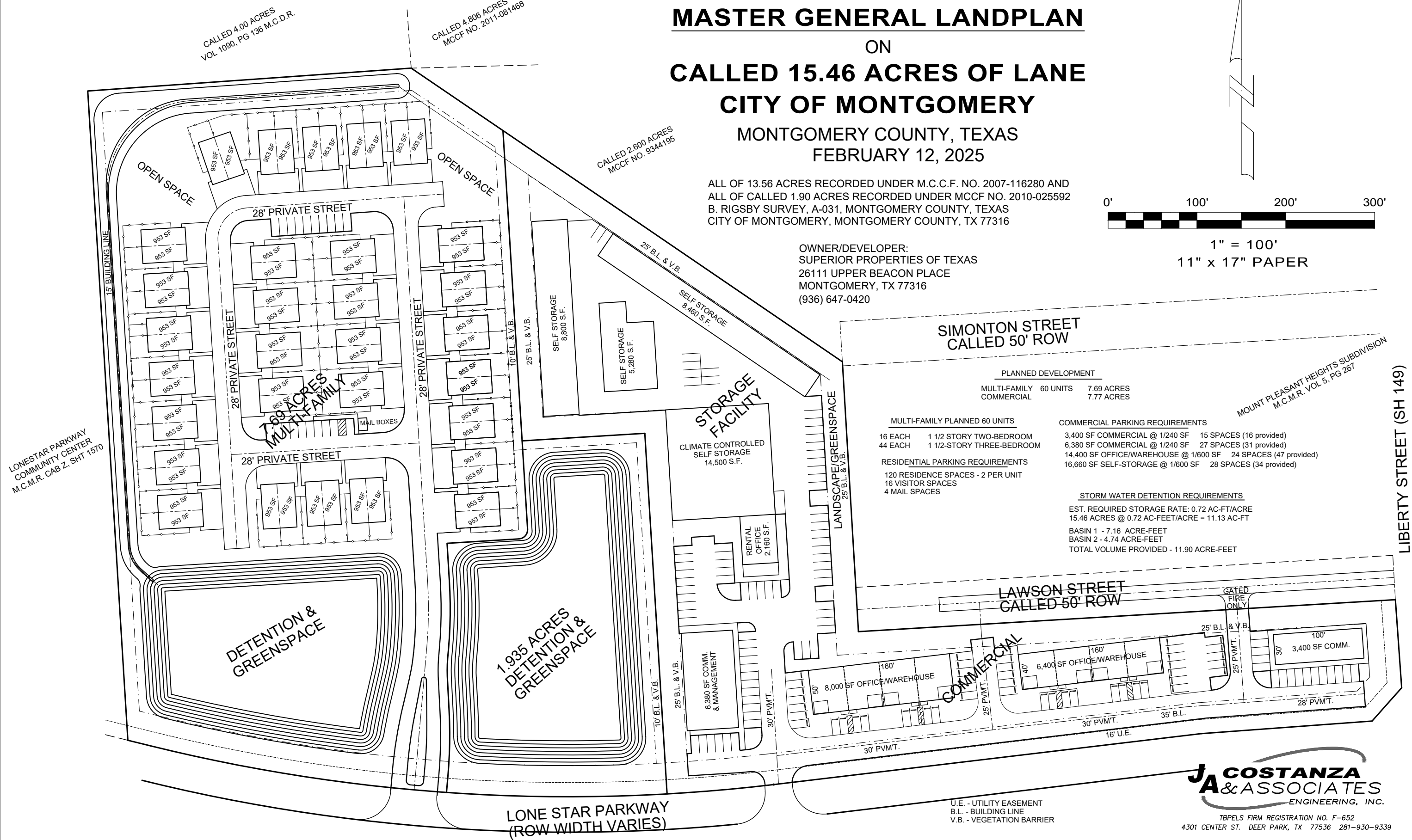
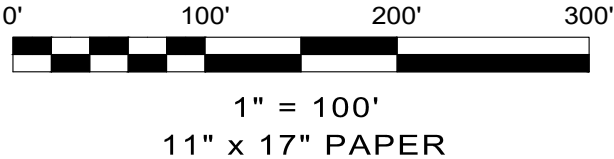
**SUPERIOR PROPERTIES AT LONE STAR
MASTER GENERAL LANDPLAN**

**ON
CALLED 15.46 ACRES OF LANE
CITY OF MONTGOMERY**

**MONTGOMERY COUNTY, TEXAS
FEBRUARY 12, 2025**

ALL OF 13.56 ACRES RECORDED UNDER M.C.C.F. NO. 2007-116280 AND
ALL OF CALLED 1.90 ACRES RECORDED UNDER MCCF NO. 2010-025592
B. RIGSBY SURVEY, A-031, MONTGOMERY COUNTY, TEXAS
CITY OF MONTGOMERY, MONTGOMERY COUNTY, TX 77316

OWNER/DEVELOPER:
SUPERIOR PROPERTIES OF TEXAS
26111 UPPER BEACON PLACE
MONTGOMERY, TX 77316
(936) 647-0420



PLANNED DEVELOPMENT			
MULTI-FAMILY	60 UNITS	7.69 ACRES	
COMMERCIAL		7.77 ACRES	

MULTI-FAMILY PLANNED 60 UNITS			
16 EACH	1 1/2 STORY TWO-BEDROOM		
44 EACH	1 1/2-STORY THREE-BEDROOM		

COMMERCIAL PARKING REQUIREMENTS			
3,400 SF COMMERCIAL @ 1/240 SF	15 SPACES (16 provided)		
6,380 SF COMMERCIAL @ 1/240 SF	27 SPACES (31 provided)		
14,400 SF OFFICE/WAREHOUSE @ 1/600 SF	24 SPACES (47 provided)		
16,660 SF SELF-STORAGE @ 1/600 SF	28 SPACES (34 provided)		

STORM WATER DETENTION REQUIREMENTS			
EST. REQUIRED STORAGE RATE: 0.72 AC-FT/ACRE			
15.46 ACRES @ 0.72 AC-FT/ACRE = 11.13 AC-FT			
BASIN 1 - 7.16 ACRE-FEET			
BASIN 2 - 4.74 ACRE-FEET			
TOTAL VOLUME PROVIDED - 11.90 ACRE-FEET			

J. COSTANZA & ASSOCIATES
ENGINEERING, INC.

TBPELS FIRM REGISTRATION NO. F-652
4301 CENTER ST. DEER PARK, TX 77536 281-930-9339

EXHIBIT "G"

2021 COUNTY MAJOR THOROUGHFARE PLAN



LEGEND

- Ex. Thoroughfare
- Prop. Thoroughfare
- Local

2021 THOROUGHFARE PLAN

SUPERIOR PROPERTIES



EXHIBIT
H