

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
WOODLANDS METHODIST CHURCH
DEVELOPMENT NO. 2501

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between WOODLANDS METHODIST CHURCH, a Texas nonprofit corporation, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on Aug. 5, 2025 (the "Effective Date").

RECITALS

The Developer owns approximately 14.059 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 as a church. The Tract will be located within the boundaries of the City 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.

Developer means the Woodlands Methodist Church, a Texas nonprofit 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 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

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Parties means the City and the Developer, collectively.

Tract means the approximately 14.059 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	Public Waterline Extension
Exhibit C	Public Sidewalk Extension
Exhibit D	Public Waterline Cost Estimate
Exhibit E	Master General Land Plan

ARTICLE II

DEVELOPER OBLIGATIONS

Section 2.1. Utilities.

- a. **Water, Sanitary Sewer and Drainage Facilities.** Developer agrees that all internal water, sanitary sewer and drainage facilities to serve the Tract 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 the Tract. The City agrees to provide the Developer with its ultimate requirements for wastewater treatment and water capacity as further described herein. On-site detention will not be required as long as previously approved calculations are referenced and confirmed. Driveway will be located along Clepper Dr. and CB Stewart Dr. and will be approved by the City Engineer.
- b. **Water Supply Facilities.** The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 640 gpd to serve approximately 5 ESFC. 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 service for the Tract.

i. Waterline.

1. **Public Off-site:** The City will design and construct the public 12" waterlines required to serve the development, at

the cost of the Developer. The Developer will be responsible for the extension of the public waterlines as shown in **Exhibit B** (the "CB Stewart 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 CB Stewart Waterline. The final alignment of the waterline will be reviewed and agreed upon by the Developer and City prior to construction.

2. Private On-site: The Developer will be responsible for submitting plans and specifications for review to the City for review and approval of all on-site waterlines prior to commencing construction on any on-site improvements.

ii. Funding.

1. Public Off-Site: The City will provide the Developer a cost estimate of the engineering and construction costs of CB Stewart Waterline, and upon presentation of such estimate, the Developer agrees to deposit their pro-rata share of the costs with the City the funds due for design (including preliminary design, design, expenses and fees, and bid phase services) of the CB Stewart Waterline. Based on developments of similar sizes an 8" waterline would be adequate for the development. The pro-rata share of the cost of to upsize the required 8" to a 12" will be paid by City per Section 78-123 of the City's Code of Ordinances. The Cost Estimate is attached hereto as **Exhibit D**. The City will be responsible for bidding the CB Stewart 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 fifteen (15) days of receipt of the written notice. Within forty-five (45) days of City acceptance of the CB Stewart 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. Timing.

1. **Public Off-Site:** The City is obligated to complete design within six (6) months of receipt of the funds to complete the design, and complete construction of the CB Stewart Waterline within six (6) months of receipt of the funds for construction as defined above.
- iv. **Ownership.** The City will accept such CB Stewart 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 640 gpd to serve approximately 4 ESFC. The City agrees that it has permitted capacity in its wastewater treatment system to serve the 3 ESFC, required by the Tract.

Section 2.2. Public Sidewalk Extension. The Developer, at its sole cost and expense, shall construct a 5-foot wide concrete sidewalk along the frontage of the property that is adjacent to CB Stewart Dr. and Clepper Dr. as shown in **Exhibit "C."** Final location and alignment of the sidewalk to be approved by the City Engineer.

i. Funding

1. The City will provide Developer a cost estimate of inspection costs related to the Public Sidewalk Extension, and upon presentation of such estimate and Developer's approval of the same (such approval not to be unreasonably withheld), Developer agrees to deposit with the City the funds due for the inspection services of the Public Sidewalk Extension. The City will keep accurate records of Developer's deposits and Public Sidewalk Extension inspection costs, and the City will make such records available for Developer's inspection upon request. Within forty-five (45) days of City acceptance of the Public Sidewalk Extension, the City shall perform a reconciliation and final accounting and reimburse Developer any unpaid funds under the escrow account, less \$3,000.00 which the City will hold in escrow to cover the estimated cost for completion of the one-year warranty inspections to be conducted by the City Engineer. After completion of the one-year warranty and action by the City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within forty-five (45) days and shall reimburse Developer any unused funds.

ii. Timing

1. The Developer will be responsible for completing the construction of the sidewalks across their frontage of CB

Stewart Dr. and Clepper Dr. when any of the following triggering events occur:

- i. the request of any additional certificates of occupancy for the Woodlands Methodist Church not to be requested by the initial phase, or
- ii. within six (6) months of issuance of building permits for the adjacent property, located at the northwest corner of CB Stewart Dr. and Buffalo Springs Dr., or
- iii. three years after the execution of this agreement. Notification of this requirement will be made by the City to the Developer at the time of the triggering event.

Should the Developer fail to construct the remaining sidewalks, the Developer will be subject to termination of water service.

iii. Ownership

1. The City will accept the sidewalk for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor once the sidewalk has been constructed, inspected and all punchlist items have been addressed as confirmed by the City Engineer. Upon acceptance of the sidewalk, Developer shall provide the City with as-built drawings in both digital and pdf format.

Section 2.3 Oversizing. If the City requires portions of the Facilities to be constructed to a larger size than would be required pursuant to the City Code to serve the Tract, the City will pay or cause to be paid the incremental cost to construct such excess capacity in accordance with state law. Prior to award of any contract in which oversized Facilities will be built, the City Engineer will present the Developer with the bids and bid tabulation, and the Developer and City must agree to the incremental costs based on such bid. The City will pay its pro rata share of the oversized facilities upon award of the construction of contract for such facilities as outlined by Section 78-123 of the City of Montgomery's Code of Ordinances.

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 the 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 venue shall be Montgomery County, 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 77535
Attention: City Secretary

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:

The Woodlands Methodist Church
2200 Lake Woodlands Drive
The Woodlands, Texas 77380
Attention: Drew Essen, Vice President

With a copy to:

Attention: _____

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.

**THE WOODLANDS METHODIST
CHURCH**, a Texas nonprofit
corporation

By: 

Name: Drew Essen

Title: Vice President

Date: 8/5/25

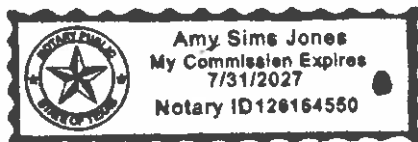
STATE OF TEXAS

COUNTY OF

Montgomery

§
§
§

This instrument was acknowledged before me this 5th day of August,
2025, by Drew Essen, Vice President of THE WOODLANDS METHODIST CHURCH, a
Texas nonprofit corporation, on behalf of said business entity.




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



Firm No: 10133000
2417 NORTH FREEWAY
HOUSTON, TX 77009
713-864-2400
www.primetexasurveys.com

**METES AND BOUNDS DESCRIPTION
14.059 ACRE (612,392 SQUARE FEET)
RESTRICTIVE RESERVE "A",
FINAL PLAT OF ESTATES OF LAKES CREEK VILLAGE
MONTGOMERY COUNTY, TEXAS**

All that certain 14.059-acre tract of land, out of Restrictive Reserve "A", out of Estates of Lake Creek Village, recorded under Montgomery County Map Records (M.C.M.R.) Cabinet Z, Pg. 4812, being the same tract conveyed to Texas Notes, LLC, recorded under Montgomery County Clerk's File (M.C.C.F.) No. 2023001027, and being more particularly described by metes & bounds as follows:

Bearings herein are based referenced to the Texas Coordinate System, South Central Zone (4204) NAD 83 per found monuments and GPS observation.

BEGINNING at a found 5/8-inch iron in the North right-of-way line of Clepper Street (width varies), marking a Southwest corner of a plat known as Lake Creek Village, recorded under M.C.M.R. Cabinet Z, Pg. 4254, and the Southwest corner of the herein described tract;

THENCE North 03° 31' 08" West, along said Lake Creek Village, a distance of 467.38 feet to an angle point, from which a capped iron rod bears North 87° 22' East – 0.20 feet;

THENCE North 19° 00' 07" West, along said Lake Creek Village, a distance of 349.78 feet to a 5/8-inch iron rod marking an angle point;

THENCE North 24° 41' 02" West, along said Lake Creek Village, a distance of 122.85 feet to a 5/8-inch iron rod marking an angle point;

THENCE North 47° 49' 26" West, along said Lake Creek Village, a distance of 107.22 feet to a 5/8-inch iron rod marking an angle point;

THENCE North 66° 59' 48" West, along said Lake Creek Village, a distance of 19.62 feet to a 5/8-inch iron rod marking an exterior corner of the herein described tract;

THENCE North 23° 00' 12" East, along said Lake Creek Village, a distance of 259.22 feet to a 5/8-inch iron rod marking a point on a curve to the right, and the North corner of the herein describe tract;

THENCE in a Southeasterly direction, along a curve to the right, having a radius of 269.22 feet, and arc length of 40.14 feet, a central angle of 08°32'36", a chord bearing and distance of South 62° 49' 07" – 40.11 feet, to a 5/8-inch iron rod with cap set, marking the North corner of Lot 22 of the Estates of Lake Creek Village, and an exterior corner of the herein described tract;

THENCE South 23° 00' 12" West, along the West line of Lot 22, a distance of 133.95 feet to a 5/8-inch iron rod with cap set, marking the West corner of Lot 22, and an interior corner of the herein describe tract;

THENCE South 42° 49' 36" East, along the Lot 20, 21, and 22, a distance of 267.68 feet to a 5/8-inch iron rod with cap set, marking the common South corner between Lot 19 and 20, and an interior corner of the herein describe tract;

THENCE South 52° 21' 57" East, along said Lot 19, a distance of 117.50 feet to a found 5/8-inch iron rod marking the common South corner between Lot 18 and 19, and an interior corner of the herein describe tract;

THENCE South 84° 38' 07" East, along said Lot 18 and 17, a distance of 192.48 feet to a 5/8-inch iron rod with cap set marking an angle point;

THENCE North 87° 49' 35" East, along the South property line of Lot 14, 15, 16, and 17, a distance of 320.15 feet to a found 5/8-inch iron rod, marking the common South Lot corner between Lot 13 and 14, and an interior corner of the herein describe tract;

THENCE North 62° 32' 39" East, along the South property line of Lot 12, and 13, a distance of 139.92 feet to a 5/8-inch iron rod with cap set, marking the West corner of a called save & except 1.401-acre tract, recorded under M.C.C.F. No. 2023001027, and the Northeast corner of the herein described tract;

THENCE South 41° 20' 36" East, over and across said Reserve "A", a distance of 292.28 feet to a 5/8-inch iron rod with cap set in the North right-of-way line of C.B. Stewart Drive (80 feet wide), marking the East corner of the herein described tract;

THENCE South 48° 40' 30" West, along said of C.B. Stewart Drive, a distance of 249.38 feet to a 5/8-inch iron rod with cap set at a point of curve to the left;

THENCE in a Southwesterly direction, along said of C.B. Stewart Drive, a curve to the left, having a radius of 690.00 feet, and arc length of 441.62 feet, a central angle of 36°40'15", a chord bearing and distance of South 31° 24' 01" – 434.12 feet, to a 5/8-inch iron rod with cap set;

THENCE in a Southwesterly direction, along said of C.B. Stewart Drive, a curve to the left, having a radius of 690.00 feet, and arc length of 88.31 feet, a central angle of 07°19'59", a chord bearing and distance of South 10° 29' 38" – 88.25 feet, to the North cutback corner between C.B. Stewart Drive and Clepper Street, from which a found 5/8-inch iron rod bears South 16°47' West – 0.30 feet;

THENCE South 43° 53' 01" West, along said cutback, a distance of 15.65 feet to a 5/8-inch iron rod with cap set at the South cutback corner between C.B. Stewart Drive and Clepper Street;

THENCE South 82° 54' 53" West, along said Clepper Street, a distance of 104.23 feet to a 5/8-inch iron rod with cap set, marking an exterior corner of the herein described tract;

THENCE South 88° 17' 44" West, along said Clepper Street, a distance of 353.37 feet to the **POINT OF BEGINNING**, and containing 14.059-acres (612,392 square feet) of land, more or less.

NOTES:

This metes and bounds description was prepared in conjunction with a revised survey of even date and titled:

A LAND TITLE SURVEY OF
14.059 ACRES OUT OF
RESTRICTIVE RESERVE "A"
FINAL PLAT OF ESTATES OF LAKE CREEK VILLAGE
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN CABINET Z, PAGE 4812
OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS

EXHIBIT "C"
PUBLIC WATERLINE EXTENSION



EXHIBIT "D"
PUBLIC SIDEWALK EXTENSION



Legend

- Tax Parcel
- City ETJ
- City Limits
- Tract Boundary

0 0.03 0.08
mi

**EXHIBIT C:
Public Sidewalk
Improvements**



This is not a contract. It is a preliminary plan. It is not intended to be used for legal purposes. It is not intended to be used for engineering or surveying purposes. The information shown on this exhibit represents the approximate location of property, not exact boundaries or locations.



EXHIBIT "E"
COST ESTIMATE



Preliminary Cost Estimate
Buffalo Springs and CB Stewart Public Infrastructure Improvements
City of Montgomery
7/2/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
<u>General</u>					
1	Mobilization, Bonds, and Insurance	1	LS	\$ 35,000	\$ 35,000
2	Construction Staking	1	LS	7,500	7,500
3	Trench Safety System	6,070	LF	2	12,100
4	SWPPP	1	LS	10,000	10,000
5	Traffic Control Plan	1	LS	15,000	15,000
6	Site Restoration	1	LS	10,000	10,000
Total General Costs					\$ 89,600
<u>Waterline - Church of Montgomery</u>					
7	12-Inch C900 PVC Waterline (Open Cut Construction) ⁽⁵⁾	800	LF	100	80,000
8	12-Inch Gate Valve	2	EA	2,500	5,000
9	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
10	Hydrants	2	EA	8,000	16,000
Total Church of Montgomery Costs					\$ 103,000
<u>Waterline - BCS Capital</u>					
11	12-Inch C900 PVC Waterline (Open Cut Construction)	3,550	LF	100	355,000
12	Additional Cost for 16-Inch Steel Casing via Jack & Bore	470	LF	225	105,800
13	12-Inch Gate Valve	9	EA	2,500	22,200
14	12-Inch Wet Connect & Removal of Plug and Clamp	5	EA	2,000	10,000
15	Hydrants	9	EA	8,000	72,000
Total BCS Capital Costs					\$ 565,000
<u>Sanitary Sewer - BCS Capital</u>					
15	8" PVC Sanitary Sewer (Open Cut Construction)	2,230	LF	100	223,000
16	Additional Cost for 16-Inch Steel Casing (Trenchless Construction)	240	LF	225	54,000
17	4' Sanitary Sewer Manhole	6	EA	10,000	55,800
18	Demolition of Lift Station No. 12	1	LS	12,000	12,000
19	Core into Existing Manhole	1	EA	2,000	2,000
Total BCS Capital Costs					\$ 346,800
<u>Waterline - City</u>					
16	12-Inch C900 PVC Waterline (Open Cut Construction)	200	LF	100	20,000
17	12-Inch Gate Valve	1	EA	2,500	1,300
18	12-Inch Wet Connect & Removal of Plug and Clamp	1	EA	2,000	2,000
19	Hydrants	1	EA	8,000	4,000
Total City Costs					\$ 27,300
Construction Subtotal					\$ 1,132,000
Contingencies (15%)					\$ 170,000
Engineering - Preliminary, Design, and Bidding					\$ 80,000
Construction Administration and Inspection					\$ 45,000
Fees and Expenses					\$ 5,000
Construction Materials Testing					\$ 15,000
Total					\$ 1,447,000
Church of Montgomery Pro Rata Share					\$ 170,700
BCS Capital Pro Rata Share					\$ 1,233,600
City Pro Rata Share					\$ 42,700

Notes:

(1) All values rounded up to the nearest hundred.

(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 includes reproduction, advertising expenses, and other miscellaneous reimbursable costs.

(4) Amounts to be funded by each party will be based on pro-rata share of the total linear footage of the proposed utility extensions.

(5) Due to the proposed demand of the Church of Montgomery an 8" waterline will be required. The City is requesting to upsize this line to 12" to assist with projected future demand in the area.

EXHIBIT "F"

MASTER GENERAL LAND PLAN

