ESCROW AGREEMENT

BY AND BETWEEN

THE CITY OF MONTGOMERY, TEXAS,

AND

Woodlands Methodist Church

Dev. No. 2501

THE STAT	E OF TEX	AS	Э										
COUNTY (OF MONT	GOMERY	Э										
This	Escrow	Agreement	is	made	and	entered	into	as	of	the			day
		_, 2025 by an	nd b	etween	the Cl	TY OF N	/ONT	GON	ИER	Y, T	EXAS	, a b	ody
politic, and	a municipa	al corporation	cre	ated an	d oper	rating und	ler the	gene	eral	laws	of the	Stat	e of
Texas (here	inafter call	led the "City"	'), a	nd <u>Woo</u>	odland	s Method	list Ch	urch	, (he	ereina	fter ca	ılled	the
"Developer	').												

RECITALS

WHEREAS, the Developer desires to acquire and develop all or part of a <u>14-acre</u> sometimes referred to as the <u>Church of Montgomery</u> Tract, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the City policy requires the Developer to establish an Escrow Fund with the City to reimburse the City for engineering costs, legal fees, consulting fees and administrative expenses incurred for plan reviews, developer coordination, construction management, inspection services to be provided for during the construction phase, and one-year warranty services.

AGREEMENT

ARTICLE I

SERVICES REQUIRED

Section 1.01 The development of the <u>Church of Montgomery</u> Tract will require the City to utilize its own personnel, its professionals and consultants; and the Escrow Fund will be used to reimburse the City its costs associated with these services.

Section 1.02 In the event other contract services are required related to the development from third parties, payment for such services will be made by the City and reimbursed by the Developer or paid directly by the Developer as the parties may agree.

ARTICLE II

FINANCING AND SERVICES

Section 2.01 All estimated costs and professional fees needed by City shall be financed by Developer. Developer agrees to advance funds to City for the purpose of funding such costs as herein set out:

Administrative	\$500
City Engineer	\$4,000
Legal	\$500
TOTAL	\$5.000

Section 2.02 Developer agrees to submit payment of the Escrow Fund no later than ten (10) days after the execution of this Escrow Agreement. No work will begin by or on behalf of the City until funds have been received.

Section 2.03 The total amount shown above for the Escrow Fund is intended to be a "Not to Exceed" amount unless extenuating, unexpected fees are needed. Examples of extenuating

circumstances created by the developer that may cause additional fees include, but are not limited to, greater than three plan reviews or drainage analysis reviews; revisions to approved plans; extraordinary number of comments on plans; additional meetings at the request of the developer; variance requests; encroachment agreement requests; construction delays and/or issues; failure to coordinate construction with City; failed testing during construction; failing to address punch list items; and/or excessive warranty repair items. If extenuating circumstances arise, the Developer will be informed, in writing by the City, of the additional deposit amount and explanation of extenuating circumstance. The Developer agrees to tender additional sums within 10 days of receipt of request to cover such costs and expenses. If additional funds are not deposited within 10 days all work by or on behalf of the City will stop until funds are deposited. Any funds which may remain after the completion of the development described in this Escrow Agreement will be refunded to Developer.

ARTICLE III,

MISCELLANEOUS

Section 3.01 City reserves the right to enter into additional contracts with other persons, corporations, or political subdivisions of the State of Texas; provided, however, that City covenants and agrees that it will not so contract with others to an extent as to impair City's ability to perform fully and punctually its obligations under this Escrow Agreement.

Section 3.02 If either party is rendered unable, wholly or in part, by *force majeure* to carry out any of its obligations under this Escrow Agreement, then the obligations of such party, to the extent affected by such *force majeure* and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of

any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the *force majeure* relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such *force majeure* relied upon to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "*force majeure*," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accidents to machinery, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 3.03 This Escrow Agreement is subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any regulatory agency having jurisdiction.

Section 3.04 No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other 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 circumstance.

Section 3.05 Any notice, communication, request, reply or advice (hereafter referred to as "notice") herein provided or permitted to be given, made, or accepted by either party to the other (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, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Escrow Agreement, from and after the expiration of seven (7) days after it is so deposited. Notice given in any other manner shall be effective only when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, by as follows:

If to City, to: City Administrator

City of Montgomery 101 Old Plantersville Rd. Montgomery, Texas 77356

If to Developer, to: Woodlands Methodist Church

2200 Lake Woodlands Dr. Spring, Texas 77380

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 as its address any other address by at least fifteen (15) days written notice to the other party.

Section 3.06 This Escrow Agreement shall be subject to change or modification only in writing and with the mutual consent of the governing body of City and the management of Developer.

Section 3.07 This Escrow Agreement shall bind and benefit City and its legal successors and Developer and its legal successors but shall not otherwise be assignable, in whole or in part, by either party except as specifically provided herein between the parties or by supplemental agreement.

Section 3.08 This Escrow Agreement shall be for the sole and exclusive benefit of City

and Developer and is not for the benefit of any third party. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing.

Section 3.09 The provisions of this Escrow Agreement are severable, and if any provision or part of this Escrow 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 Escrow Agreement and the application of such provision or part of this Escrow Agreement to other person circumstances shall not be affected thereby.

Section 3.10 This Escrow Agreement and any amendments thereto, constitute all the agreements between the parties relative to the subject matter thereof, and may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original.

Section 3.11 This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas without regard to the principles of conflict of laws. This Agreement is performable in Montgomery County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement in three (3) copies, each of which shall be deemed to be an original, as of the date and year first written in this Escrow Agreement.

CITY OF MONTGOMERY, TEXAS

By:
Mayor
By:
City Secretary
Developer
By:
Signature
_
Title:

STATE OF TEXAS	{
COUNTY OF MONTGOMERY	{
of the City of person whose name is subscribed	ned authority, on this day personally appeared f Montgomery, Texas, a corporation, known to me to be the to the foregoing instrument, and acknowledged to me that he s and consideration therein expressed, in the capacity therein id corporation.
GIVEN UNDER MY HAN of, 2025.	D AND SEAL OF OFFICE on this the day
	Notary Public, State of Texas
THE STATE OF TEXAS	{
COUNTY OF	{
BEFORE ME, the undersig personally appeared,	ned, a Notary Public in and for the State of Texas, on this day
known to me to be the person vacknowledged to me that he execute	whose name is subscribed to the foregoing instrument and ed the same for the purpose and consideration therein expressed as the act and deed of said organization.
GIVEN UNDER MY HAN of, 2025.	D AND SEAL OF OFFICE on this the day
	Notary Public, State of Texas



City of Montgomery **Development Application**

Upon completion return application to dmccorquodale@ci.montgomery.tx.us

The City of Montgomery welcomes all development projects. To expedite the Development Review Phase of your project, we are requiring that you completely fill out this Development Application in its entirety. All the information will be reviewed to allow the timely processing of any and all aspects of your project.

Α.	GENERAL INFORMATION				
1.	Name of proposed development: The Chu	rch at Montgomery			
2.	Name of Owner: Woodlands Methodist Church				
	Mailing Address: 2200 Lake Woodlands	Dr.			
	City/State/Zip: Spring, Texas 77380-11	19			
	Telephone Number:	Fax Number:			
	Cell Phone:	Email:			
3.	Name of registered Professional Land Surve	yor: John D. Fisher			
	Firm Name & Registration No.: Prime Tex	cas Surveys, R.P.L.S No. 6153			
	Mailing Address: 2417 North Freeway				
	City/State/Zip: Houston, Texas 77009				
	Telephone Number: <u>713-864-2400</u>	Fax Number:			
	Cell Phone:	Email:			
4.	Name of registered Professional Engineer:	Michael L. Montelongo			
	Firm Name & Registration No.: WGA Cor	sulting Engineers, 122084			
	Mailing Address: 2500 Tanglewilde St.,	Ste 120			
	City/State/Zip: Houston, Texas 77063				
	Telephone Number: <u>713-489-9355</u>	Fax Number:			
	Cell Phone: 713-515-9552	Email: mmontelongo@wga-llp.com			

B. <u>DEVELOPMENT SPECIFICATIONS</u>

General Location: Within City Limits? If no, within Extra-Territorial Jurisdiction (ETJ)?
 Within city limits

If located in the ETJ:

Signature of Owner/Agent

Received by:

Prior to platting of the property to be developed, annexation procedures will need to be pursued if the property or parts of the property as required by State law are within one half (1/2) mile of the corporate limits of the City of Montgomery, Texas and lying and being adjacent to and contiguous to the present corporate limits, and located within the extraterritorial jurisdiction of the City. The City of Montgomery does have Landowner Petitions for Annexation included in the Development Application.

	Will	Annexation be required: [] Yes [X] No
2.	Prop	erty Description:
	a)	Survey Name: John Corner Survey, Plat: Estates of Lake Creek Village
	b)	Abstract No.: 8
	c)	Total Acreage: 14.059 AC
	d)	Current Zoning: PD, B
	e)	Number of Lots: Number of Blocks: Estimated Commercial Value: \$1,225,260
	f)	Number of Streets: PublicPrivate
	g)	Total Acreage in Other uses (any land within the boundaries of the plat that is not divided into lots): 25.3597 AC
	h)	Estimated Total Taxable Value: \$1,225,260 LandImprovements
	i)	Estimated Size(s) of Lots:
	j)	Estimated Value of House and Lot:
	k)	Water Capacity Requested: 640* gpd Wastewater Capacity Requested: 640* gpd
3.	Certi	*Based on COH Service Unit Equivalence table where Church Service Unit Equivalent = 0.0037 per occupant 691 Occupants * 0.0037 = 2.5567 SUE 1 SU = 250 GPD 2.5667 SU *250 GPD/SU = 640 GPD
	This is	to certify that the information concerning the proposed development is true and correct, that I am the actual owner or
	author	ized agent for the owner of the above described property, that prior to a request for any variance to the Montgomery
	Code	of Ordinances, I will attend a pre-development meeting with the City Administrator and City Engineer concerning said
	varian	ce request, and that I will comply with all of the City of Montgomery Code of Ordinances requirements for submitting
	a prelii	minary plat/variance request for approval.

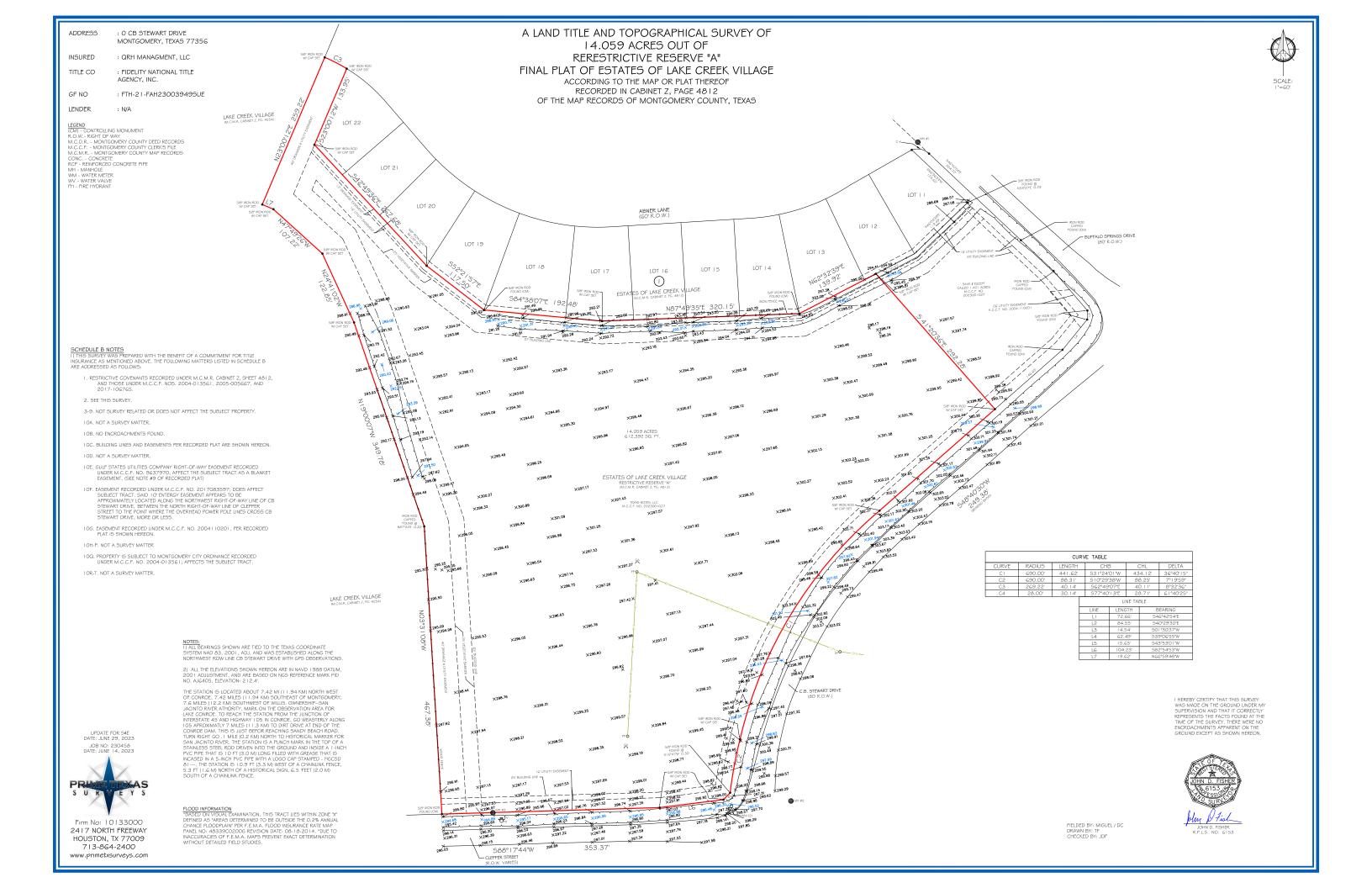
Please attach a metes and bounds description of the tract, land plan, conceptual plat, preliminary land plan, and location map, to the Application indicating proposed location of project and boundaries of subject tract. Applicant agrees that it shall notify

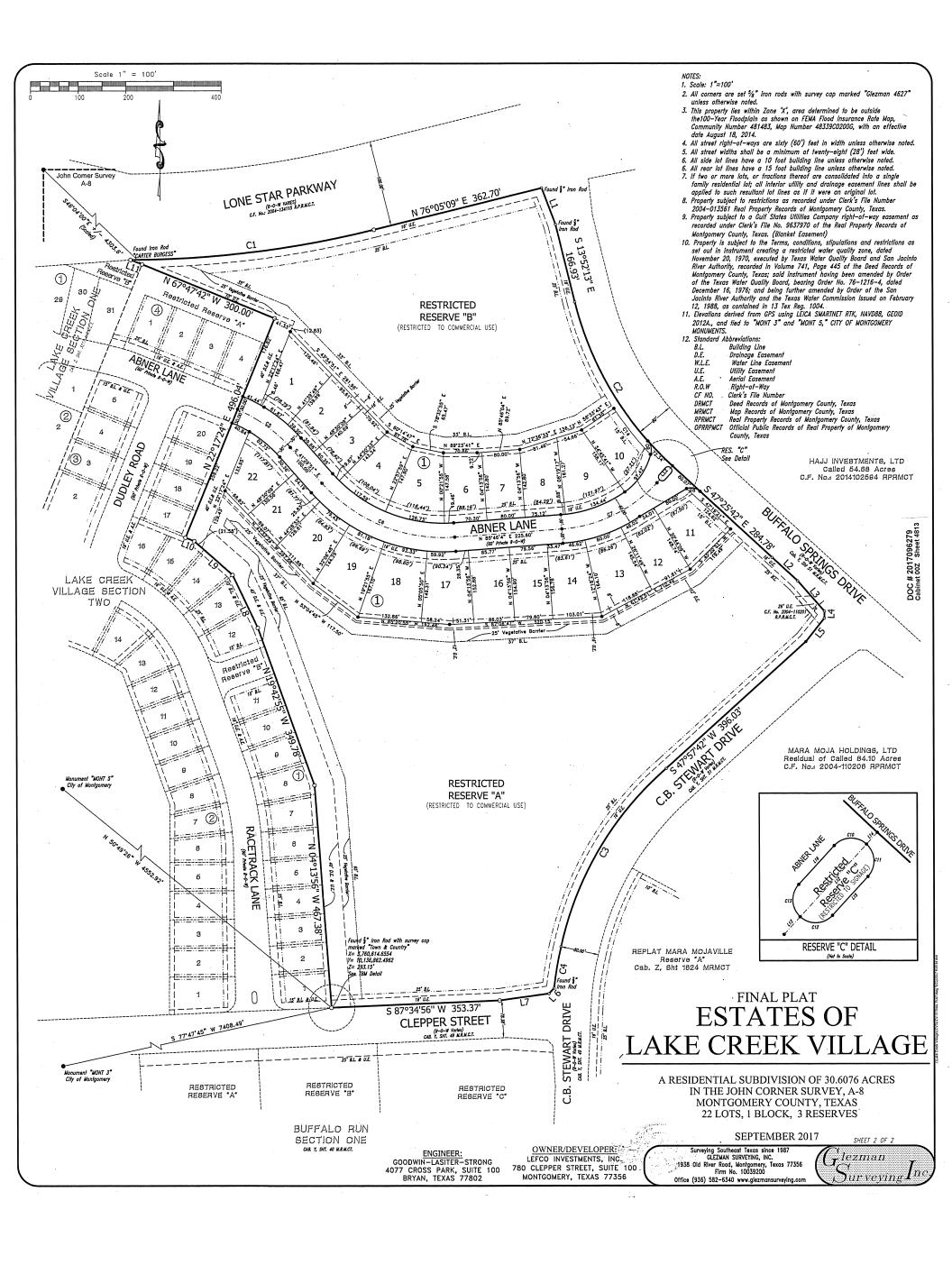
the City if any of the above information (including ownership of the tract) should change during the Application process.

Date

For City Use Only

Date Submitted:	Development Number:
Engineer's Recommendation:	
Amount of Deposit Paid:	Date Escrow Agreement Submitted:
Amount of Service Recommended:	
Additional Capacity Required: Water	
Tap FeePlan Review Fees	Inspection Fees Impact Fee
Additional Considerations:	
A	





COUNTY OF MONTGOMERY

I Philip LeFevre, President of Lefco Investments, INC., a Texas Corporation, acting individually or through the undersigned duly authorized agents, does hereby adopt this plat designating the herein described property as Estates of Lake Creek Village, and does hereby make subdivision of said property according to the lines, streets, alleys, parks and easements therein shown, and dedicate public use forever all areas shown on this plat as streets, alleys, parks, and easements, except those specifically indicated as private; and does hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and does hereby bind Owner, and Owner's successors and assigns to warrant and forever defend the title to the land so dedicated.

Owner hereby certifies that Owner has or will comply with all applicable regulations of the City of Montgomery, Texas, and that a rough proportionality exists between the dedications, improvements, and exactions required under such regulations and the projected impact of the subdivision.

Where streets or alleys are dedicated for private use, such dedication shall include an easement covering the street area which permits the installation, operation, and maintenance of water, sewer, gas, electric, telephone, cable television or other such utility facilities by the city and other utilities lawfully entitled to provide service to the abutting property. The easement shall also provide a right of access to public agencies engaged in both routine and emergency public services including law enforcement, fire protection, medical response, inspection and code enforcement.

There is hereby dedicated a 5' gerial easement adjacent to all utility easement designated "U.E. and A.E." shown hereon from a plane 20 feet above the ground.

IN TESTIMONY WHEREOF, Phillip LeFevre, authorized agent of Lefco Investments, INC. thereunto authorized
and its common seal hereunto affixed this day of 2000 2017.
BY:
Philip LeFevre, President
BY: Alm Mun
Hólly LeFevréd Secrétary

STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Philip LeFevre, President known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.



STATE OF TEXAS

COUNTY OF MONTGOMERY

1

15" B.L. & U.E.

BEFORE ME, the undersigned authority, on this day personally appeared Holly LeFevre, Secretary known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the executed the same for the purposes and considerations therein expressed, and in the capacity

and herein set out, and as the act and deed of said corporation.

UNDER MY HAND AND SELL OF OFFICE, this ______ day of





W COUNTY OF MONTGOMERY— Mclennan

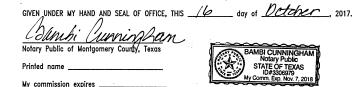
We, American Bank, N.A., owner(s) and holder of lien against the property described in the plat known as Estates of Lake Creek Village, said lien being evidenced by instrument of record in Clerk's File Number 2017052347 of the Real Property Records of Montgomery County, Texas do hereby in all things subordinate to said plat and said lien, and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.



STATE OF TEXAS

COUNTY OF MONTGOMERY Mclennan

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Schmidt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed said corporation.



SURVEYOR'S CERTIFICATION

That I Michael Glezman, do hereby certify that I prepared this plat from an actual accurate survey of the land and that the corner monuments shown thereof were property placed under my personal cordance with the subdivision regulation of the City of Montgomery, Texas.



I THE UNDERSIGNED Engineer for the City of Montgomery, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City as to which his approval is



City Engineer - City of Montgomery

This plat and subdivision has been submitted to and considered by the City Planning and Zoning Commission and the City Council of the City of Montgomery, Texas and is hereby approved by such Commission and Council.

Dated this

Day of

Day

Kirk Jones, Mayor

City of Montgomery



I, Mark Turnbull, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on adv of 0.000.

1. 2017 at 4:05 o'clock PM, in cabinet 7, sheet 4813 of Records of Maps for said County.

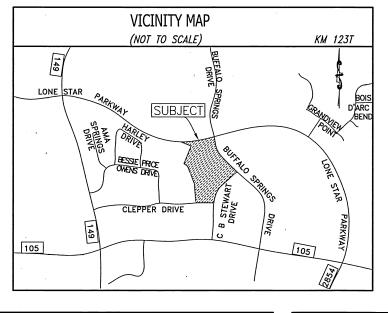
WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery, County Texas the day and date last

BY: Mark Turnbull, Clerk, County Court,
Montgomery County, Texas

By: Linke Dilly

GOODWIN-LASITER-STRONG 4077 CROSS PARK, SUITE 100 BRYAN, TEXAS 77802

OWNER/DEVELOPER: LEFCO INVESTMENTS, INC. 780 CLEPPER STREET, SUITE 100 MONTGOMERY, TEXAS 77356



CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	DELTA	CHORD BEARING	CHORD DISTANCE
C1	2140.02	515.96	259.24	13°48'50"	N 82°59'53" E	514.71
C2	690.00'	404.13'	208.05	33*33'29"	S 30°38'58" E	398.38'
C3 ·	690.00'	441.62	228.67	36*40'15"	S 30°41'13" W	434.21
C4	690.00'	88.31'	44.22'	07°19'59"	S 09°46'50" W	88.25'
C5	299.22'	137.33'	69.90'	26°17'49"	S 54°38'42" E	136.13'
C6	337.98'	311.07	167.55	52*44'05"	S 67°51'53" E	300.21
C7	300.80	277.07	119.25'	43°15'02"	N 64°08'33" E	221.71
C8	28.00'	26.30	14.21	53°49'13"	S 14°30'40" E	25.35'
C9	28.00'	30.46	16.94	62*20'10"	N 78°35'47" W	28.98'
C10	8.00'	12.57	08.00'	90'00'00"	S 87°34'17" W	11.31'
C11	8.00'	12.57	08.00'	90'00'00"	N 02*25'43" W	11.31'
C12	8.00'	12.57	08.00'	90'00'00"	N 87°34'17" E	11.31'
C13	8.00'	12.57	08.00	90'00'00"	S 02°25'43" E	11.31'
C14	705.00	123.03'	61.67	09*59*57"	S 38°26'15" E	122.88'

LINE TABLE				
LINE	BEARING	DISTANCE		
L1	S 20°39'37" E	82.06'		
L2	S 47°25'42" E	72.66'		
L3	S 41°12'18" E	84.55'		
L4	S 00°47'49" W	14.54		
L5	S 38°24'07" W	62.49'		
L6	S 43°10'13" W	15.65'		
L7	S 82°12'05" W	104.23		
L8	N 25°23'50" W	122.85'		
L9	N 48°32'14" W	107.22'		
L10	N 67°42'36" W	19.62'		
L11	N 68°37'22" W	25.66'		
L12	N 42°34'16" E	48.05'		
L13	S 42°34'17" W	8.33'		
L14	S 42°34'16" W	5.57'		
L15	S 42°34'17" W	18.41'		
L16	N 42°34'17" E	18.41'		

RESTRICTED RESERVES					
RESERVE	DESCRIPTION	ACREAGE			
A	Restricted to commercial use	15.465 Acres (673,657.43 sq. ft.)			
В	Restricted to commercial use	6.893 Acres (300,258.14 sq. ft.)			
С	Restricted to signage	0.011 Acres (495.63 sq. ft.)			

LOT	SQ. FT.	ACREAGE
1	14348.5	0.3294
2	12149.6	0.2789
3	10721.7	0.2461
4	13184.7	0.3027
5	14366.4	0.3298
6	12340.5	0.2833
7	11415.5	0.2621
8	12528.1	0.2876
9	15248.9	0.3501
10	12364.9	0.2839
11	13424.9	0.1899
12	12579.6	0.3082
.13	15031.8	0.2888
14	14523.5	0.3334
15	12433.1	0.2851
16	13235.2	0.3038
17	14907.1	0.3422
18	17374.0	0.3989
19	15053.9	0.3456
20	12628.0	0.2899
21	10917.8	0.2506
22	13031.0	0.2991

AREA TABLE

FINAL PLAT **ESTATES OF** LAKE CREEK VILLAGE

A RESIDENTIAL SUBDIVISION OF 30.6076 ACRES IN THE JOHN CORNER SURVEY, A-8 MONTGOMERY COUNTY, TEXAS 22 LOTS, 1 BLOCK, 3 RESERVES

SEPTEMBER 2017

GLEZMAN SURVEYING, INC. 1938 Old River Road, Montgomery, Texas 77356 Firm No. 10039200 Office (936) 582-6340 www.alezmansurvevina.com

 (J^{lezman}) Surveying

Bench Mark CLEPPER STREET (R-O-W YARIES)
CAB. Y, SHT. 49 W.R.W.C.T. -BENCH MARK-(Not to Scale) 3" BRASS DISK IN CONCRETE STAMP: LCV2 - ELEV: 296.00

DOC # 2017096279 Cabinet 00Z Sheet 4812