

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into by and between the CITY OF FULSHEAR, TEXAS, a home rule (the “City”), and DOUBLE R DEVCO, LLC, a Texas limited liability company (“Land Banker”) and D.R. HORTON – TEXAS, LTD., a Texas limited partnership (“Horton”) (Land Banker and Horton are collectively referred to hereinafter as the “Developer”) to be effective on the Effective Date. The City and the Developer may each individually be referred to as a “Party,” and collectively, the “Parties.”

SECTION 1 **RECITALS**

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, Developer is the owner of approximately 283.245 acres of real property, described by metes and bounds in Exhibit A (the “Property”);

WHEREAS, according to the City’s “Future Land Use and Character” map published as of the date of this Petition online at www.city-of-fulshear-coftx.hub.arcgis.com, the Property is wholly within the extraterritorial jurisdiction of the City (the “ETJ”). The Property is not, and has not been, within the extraterritorial jurisdiction or corporate limits of any other city;

WHEREAS, Developer intends to develop, as its development schedule dictates, the Property as a single-family residential community with approximately 697 single-family home lots (the “Project”);

WHEREAS, Developer desires to create a municipal utility district encompassing the Property to be named Fort Bend County Municipal Utility District No. 270 (“MUD 270”) for the purpose of financing the construction of water, sewer, drainage, road and park and recreational facilities and providing associated services to the Property;

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations to the extent that City Regulations conflict with the terms of this Agreement;

WHEREAS, the Parties acknowledge that this Agreement is a development agreement as provided for by state law, including Section 212.171 et seq of the Texas Local Government Code; and

WHEREAS, the Parties acknowledge that this Agreement is also for the providing of goods and services which is subject to the provisions of Chapter 271 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City means the City of Fulshear, Texas.

City Council means the governing body of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

Comprehensive Plan means City Ordinance No. 2014-1135, as amended on or before the Effective Date and not including any future amendments or changes, but only to the extent such Comprehensive Plan, as of the date of this Agreement, may be extended to the ETJ under current law, including particularly Local Government Code Sections 212.002 and 212.003.

County means Fort Bend County.

Designated Mortgagee means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Section 9 hereof.

Developer means, collectively, Land Banker and Horton, and each's successors and assigns or any other entity(ies) responsible for developing the Property in accordance with this Agreement and their permitted assigns.

Development Ordinance or CDO means City Ordinance No. 2020-1331, Chapter 28, Coordinated Development Ordinance ("CDO") as such ordinance reads on the Effective Date, and not including any future amendments or changes, but only to the extent such CDO, as of the date of this Agreement, may be extended to the ETJ under current law, including particularly Local Government Code Sections 212.002 and 212.003.

End-Buyer means any owner, tenant, user or occupant of any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the Real Property Records.

Effective Date means the date upon which all Parties have fully executed this Agreement.

ETJ means the extraterritorial jurisdiction of the City.

General Plan means the plan for development of the Property, a copy of which is attached to this Agreement as Exhibit C, as it may be revised from time to time in accordance with Section 3.2.

Harrison Property means the real property described in Exhibit B.

HOA means a homeowners association, which shall privately function as a homeowners association for the Project.

Horton means D.R. HORTON – TEXAS, LTD., a Texas limited partnership, which owns a portion of the property with the intent to develop it.

Land Banker means Double R DevCo, LLC, a Texas limited liability company, which owns a portion of the Property with the intent to sell such portion to Horton or another Person at a future date.

Major Thoroughfare Plan means the City's Ordinance No. 2020-1329, and not including any future amendments or changes.

MUD 270 means Fort Bend County Municipal Utility District No. 270, or such other named District as is created encompassing all or any part of the Property.

MUD Consent Resolution means the MUD 270 Consent Resolution more particularly described in Section 4.1 hereof.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Outdoor Lighting Ordinance means Division III-5 of the CDO, and not including any future amendments or changes; provided, however, Developer may elect to have such future amendments or changes apply to development of the Property in its sole discretion.

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

Planning Commission means the Planning Commission of the City.

Property means the real property described in Exhibit A.

Real Property Records means the official land recordings of the Fort Bend County Clerk's Office.

Sign Ordinance means Division III-4 of the CDO and not including any future amendments or changes; provided, however, Developer may elect to have such future amendments apply to development of the Property in its sole discretion.

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

THPID means the Texas Heritage Parkway Improvement District, or such other special purpose district that includes with its boundaries all or any part of the Harrison Property.

SECTION 3 **PLATTING**

3.1 Introduction. The Property is to be developed as a master planned, mixed-use community. The land uses within the Property shall be typical of a mixed-use development with single-and multi-family residential, retail, commercial, institutional, and recreational facilities.

3.2 General Plan and Amendments. The City and the Developer acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the General Plan may be revised and refined by the Developer as the Developer continues its investigation of and planning for the Property. The City approves the General Plan in the form attached hereto, and finds it generally consistent with the Development Ordinance as well as the City's Comprehensive Plan and Major Thoroughfare Plan. If the City acquires the ability to zone the Property, it will zone the Property in a manner that permits development consistent with the General Plan and any revision or refinement thereto approved by the City and Developer.

3.3 Platting. The Developer shall be required to plat any subdivision of the Property in accordance with this section. The subdivision plat shall be subject to review and approval by the Planning Commission and City Council in accordance with those requirements and procedures and planning standards of the Development Ordinance applicable in the ETJ and the variances set forth in Exhibit E. So long as the plat meets the requirements of (1) the Development Ordinance (as applicable in the ETJ); (2) the variances set forth in Exhibit E or other variances that the City may approve from time to time; and (3) this Agreement (including any amendments or updated provisions of the Development Ordinance specifically allowed herein), the Planning Commission shall approve the plat within thirty (30) days after Developer files the plat with the City, and City Council shall approve the plat within thirty (30) days after the Planning Commission approves the plat. In the event of any conflict between the Development Ordinance and this Agreement, this Agreement shall control.

SECTION 4 **PROVISIONS FOR MUD 270**

4.1 MUD 270 Consent Resolution. Developer has petitioned the City for its consent to the creation MUD 270, encompassing the Property. The City agrees to, contemporaneously with the approval of this Agreement, approve a Resolution Consenting to the Creation of MUD 270, within the ETJ of the City, in the form provided in **Exhibit D** attached hereto (the "MUD 270 Consent Resolution"), which such MUD 270 Consent Resolution shall not be amended, rescinded or withdrawn during the term of this Agreement.

4.2 Dissolution of MUD 270. The City agrees not to dissolve or attempt to dissolve, in whole or in part, MUD 270 until (i) Developer has installed water, sewer, and drainage facilities necessary to serve ninety-eight percent (98%) of the developable acreage within MUD 270, and (ii) the Developer has been reimbursed by MUD 270 for ninety-eight percent (98%) or more of Developer's eligible development and construction costs, all as certified in writing by the Developer to the City. If the City annexes MUD 270 prior to Developer's full development in and reimbursement by MUD 270 , as described herein, in addition to all other remedies available to

Developer, the City shall automatically assume complete liability for such reimbursement to the Developer in accordance with the written agreement(s) between the Developer and MUD 270.

4.3 Strategic Partnership Agreement. The Developer agrees that, upon the request of the City, the Developer shall request the MUD to enter into a strategic partnership agreement (the "Strategic Partnership Agreement") with the City in accordance with Section 43.0751 of the Texas Local Government Code (the "TLGC Sec. 43.0751") and this Section 4.02. The Parties desire that the Strategic Partnership Agreement allow the City to annex the Property for full purposes at its option, but only upon the occurrence of all of the following: (i) the Property is ninety-eight percent (98%) developed, and (ii) the Developer is fully reimbursed for all applicable reimbursable costs pursuant to its reimbursement agreement with MUD 270.

4.4 Voter Homes. A variance to CDO Division III Section 28-3-5 will be granted to allow the use of manufactured home(s), from time to time, for any purpose necessary for the creation or confirmation of MUD 270 (including, without limitation, providing qualified voters within MUD 270). The Developer will notify the City of the location and address of each manufactured home no less than thirty (30) days before the home is occupied. Such manufactured homes may be served by private wells and septic systems and without platting, notwithstanding the Development Ordinance or any other City ordinance to the contrary. The Developers must remove any voter trailers, private wells and septic systems on the Property within three months after the 50th house on the Property is occupied, unless the City Manager approves an extension to this deadline.

SECTION 5

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

5.1 Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer's performance of the obligations under this Agreement to develop the Property in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or growth within the Property.

(b) By the terms of this Agreement, the City and the Developer hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford the Developer predictability of regulatory requirements throughout the term of this Agreement. Accordingly, the Parties agree that, unless specifically provided for otherwise in this Agreement, the City shall only enforce such rules, regulations, ordinances or other jurisdictional authority over the Property that are specifically authorized by law to be applied in the ETJ as of the date of this Agreement. The City and the Developer agree that any City rule, regulation, or ordinance heretofore or hereafter adopted, that addresses matters that are governed by this

Agreement shall not be enforced by the City within the Property, and that the provisions of this Agreement otherwise govern development of the Property.

5.2 Density and Lot Size. The City agrees that it shall not regulate the density of development of the Property or the sizing of lots, including by not limited to the size or number of single-family lots, multifamily units, non-traditional homes or commercial structures.

5.3 Water/Wastewater/Drainage Services. The Developer will make provisions for public water supply and distribution, wastewater collection and treatment, and drainage services for the Property through public utility facilities to be provided by the MUD 270. The Developer may enter into a reimbursement agreement with MUD 270 to seek reimbursement for the costs of such water, wastewater, and stormwater facilities referenced in this Section 5.3, as well as roads, park and recreational facilities, other any other costs allowable by law.

5.4 Construction Standards for Public Improvements.

(a) The City shall have the right to review and approve the plans and specifications for roads, pavement, drainage, water, and wastewater improvements, subject to the following terms. The Developer shall design and prepare plans and specifications for all such necessary facilities, as needed. Upon completion of such plans and specifications, the Developer will make available the plans and specifications to the City for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall have fifteen (15) business days to review the plans and specifications and submit written comments to the Developer. If the City does not submit written comments within this fifteen (15) business day period, the plans and specifications shall be deemed approved. If the Developer receives written comments from the City within this fifteen (15) business day period, the plans and specifications shall be deemed approved as long as the Developer complies with such written comments. Upon request, the Developer shall furnish proof of compliance with such comments to the City. If the City fails to approve plans in accordance with this section, Developer may acquire review and approval of a third-party reviewer, provided such review conforms to the requirements of Local Government Code Sections 247.002(a)(1) and (2).

(b) The City shall have the right to inspect (and shall attempt to coordinate with any inspections performed by Fort Bend County or the TCEQ) and approve the construction of roads, drainage, water and wastewater improvements, which approval will not be unreasonably withheld, conditioned or delayed. The Developer shall attempt to cause the applicable MUD 220 engineer to provide notice prior to any Fort Bend County or TCEQ inspections. The Developer or the applicable MUD 220 engineer will inspect the construction of all roads, drainage, water and wastewater improvements. The Developer, its successors and assigns, shall not be obligated to pay for any City inspection of any roads, drainage, water and wastewater improvements in an amount that would exceed three-quarters of one percent (0.75%) of the cost of any construction contract for the applicable improvement.

(c) During the term of this Agreement, the City may modify, supplement or amend the standards contained in the Development Ordinance for the design and construction of public improvements to make them consistent with generally accepted standards of other local governmental entities; provided, however, such modifications, supplements or amendments shall

not apply to plans that have previously been submitted to the City for approval. The criteria and construction standards for drainage facilities and improvements shall be consistent with applicable criteria and standards imposed by the Fort Bend County Drainage District as they may be amended by such entities from time to time.

5.5 Joint Facilities with other Special Purpose Districts. The City acknowledges and agrees that MUD 270 may design, construct, own, operate and maintain joint water, sewer and drainage facilities (the “Joint Facilities”) with THPID, Fort Bend County Municipal Utility District No. 188 (“MUD 188”), and/or Fort Bend County Municipal Utility District No. 182 (“MUD 182”) (MUD 270, THPID, MUD 188 and MUD 182 hereinafter collectively the “Districts”), which may ultimately serve the Harrison Property. The City acknowledges and agrees that:

(a) The City shall not impose any objection to the legal right of the Districts to participate in the Joint Facilities, including such Joint Facilities that serve the Harrison Property;

(b) The City will not unreasonably delay, condition or withhold approval of any plans, specifications or other City related approvals related to the Joint Facilities;

(c) The City forever waives and releases all claims to challenge the right of the Districts to participate in the Joint Facilities; and

(d) The City agrees it will not protest, challenge or contest the application for a TPDES waste discharge permit to serve the Property and/or the Harrison Property.

5.6 Floodplain Matters. The approval of Developer’s flood study by the floodplain administrator having authority (currently, Fort Bend County) shall be deemed conclusive evidence of the validity of such study. The City agrees that once the Developer’s flood study has been approved by the floodplain administrator, the City will utilize such study and grading work may begin at the Project site.

5.7 Private Improvements/Inspections. The City agrees not to enforce the City Building Code or impose any inspection fees on the construction of houses, building and other private improvements within the Property.

5.8 Open Space and Recreational Facilities. The City agrees that the Developer will not be required to pay the City more than \$450 per dwelling unit, payable at the time of recordation of a plat within the Property, towards the City’s costs to implement the Regional Park Plan (Ordinance No. 2013-1091). The City agrees that all or any portion of such fee may be paid by the dedication of park land based upon the appraised fair market value of such land. Any monies paid for such purpose shall be placed in the dedicated Regional Park Investment Fund. The City agrees that so long as the Developer makes payments towards the Regional Park Plan or dedicates park land, as described in this section, the Developer is deemed and shall be found to be in full compliance with the Development Ordinance regarding any park or open space requirements and with any City ordinance, whether now in effect or to be adopted from time to time in the future, regarding a developer’s provision of park and recreational facilities or open space and, moreover, the

Developer shall not be required to dedicate any additional parkland within the Property or make any additional payments to the City.

5.9 Liability of End Buyer. End Buyers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable) and land use restrictions applicable to the use of their tract or lot.

5.10 Approved Variances from Development Code. The City hereby approves the variances shown on Exhibit E attached hereto for the development of the Property.

5.11 Signs. All signs within the Property shall be designed and constructed in accordance with the Sign Ordinance; provided, however, that either Developer may elect to submit a community master signage plan with respect to its portion of the Property to be approved by the City in lieu of application of the Sign Ordinance to such development of the Property; provided further that in the event that the City amends the Sign Ordinance (the "Amended Sign Ordinance") before construction of signs within the Property begins, a Developer may elect to apply the Amended Sign Ordinance to such signs within its portion of the Property by providing written notice to the City.

SECTION 6

PROVISIONS FOR DESIGNATED MORTGAGEE

6.1 Notice to Designated Mortgagee. Pursuant to Section 6.3, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.

6.2 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 6.3 and Section 8.

6.3 Designated Mortgagee.

(a) At any time after execution and recordation in the Real Property Records of Fort Bend County, Texas, of any mortgage, deed of trust, or security agreement given and executed by the Developer encumbering the Property or any portion thereof, the Developer (i) shall notify the City in writing that such mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (ii) may change Developer's address for notice pursuant to Section 11.3 to include the address of the Designated Mortgagee to which it desires copies of notice to be mailed.

(b) At such time as a release of any such lien is filed in the Real Property Records of Fort Bend County, Texas, the Developer shall give notice of the release to the City as provided herein, and all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and

opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering any portion of the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining such portion of the Property and marketing it for sale, and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

SECTION 7

PROVISIONS FOR DEVELOPER AND LANDOWNERS

7.1 Conflicts. In the event of any conflict between this Agreement and any ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, including the CDO, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control.

7.2 Vested Rights. Upon the Effective Date of this Agreement, the City and Developer agree that the development rights (as hereafter defined) of the City and Developers as set forth in this Agreement shall be deemed to have vested, as provided by Texas Local Government Code, Chapter 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date. "Development rights" shall mean the covenants, agreements and privileges regarding the development of the Property between the City and Developers set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Property.

7.3 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a

"Taking" of Developer's or its grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and Developer and its grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

7.4 Developer's Right to Continue Development. The City and Developer hereby acknowledge and agree that, subject to Section 9.1 of this Agreement, Developer may sell a portion of the Property to one or more persons or entities who shall be bound by this Agreement and perform the obligations of such Developer hereunder applicable to the portion of the Property purchased. In the event that there is more than one person or entity acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable for the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developers as set forth in Section 8.2 hereof but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

7.5 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

7.6 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

or

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Developer and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that

controls, is controlled by, or is under common control with the Developer and exists to make a profit.

7.7 Petroleum. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 of the Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

7.8 Firearms. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 of the Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

7.9 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

SECTION 8

EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure [such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days, or any longer time period, to the extent expressly stated in this Agreement as relates to a specific failure to perform] after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within thirty (30) business days after it is due.

8.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, ALL REMEDIES AUTHORIZED UNDER LOCAL GOVERNMENT CODE SECTION 212.172, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) Entitle the aggrieved Party to terminate this Agreement;

(b) Entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject to the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" on the grounds that Developer is in default with respect to "Tract Y").

Neither party shall be liable for any monetary damages of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages or attorneys' fees.

8.3 Attorney Fees. If any Party hereto is the prevailing Party in any legal proceedings against the other brought under or with relation to this Agreement, such prevailing Party shall additionally be entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party to such proceedings.

SECTION 9 ASSIGNMENT AND AMENDMENT

9.1 Beneficiaries. This Agreement shall bind and inure to the benefit of the City; the Developer, and the Developer's successors and assigns; and Designated Mortgagees, and their respective successor or assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future Developers and other landowners, other than End-Buyers. This Agreement and all amendments hereto may be recorded in the County real property records. This Agreement or a memorandum of this Agreement, when recorded, shall be binding upon the Parties hereto and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement is not binding on, and does not create any encumbrance to title as to, any End-Buyer, or mortgagee of an End-Buyer, of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot. Except as set forth in this Section 9.1, this Agreement shall not be construed to confer any rights upon any third party.

9.2 Assignment or Sale by Developer. Any person who acquires the Property or any portion of the Property, including, without limitation, a Designated Mortgagee, but except for an End-Buyer whose liability is defined above, shall take the Property or portion of the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon the Developer, its successors and assigns, as provided in Section 9.1 above; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the

rights and obligations of the Developer unless the Developer selling a portion of the Property expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become a Developer for purposes of this Agreement and notice is sent by such Developer to the City and any Designated Mortgagee. Any contract, agreement to sell land, or instrument of conveyance of land which is a part of the Property, other than to an End-Buyer, shall recite and incorporate this Agreement as binding on any purchaser or assignee.

9.3 Amendment. This Agreement may be amended only upon written amendment executed by the Parties hereto whose rights and liabilities under this Agreement are affected by such amendment. In the event the Developer sells any portion of the Property, the Developer may, but is not required to, assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

9.4 Transfer of Control of the Developer. The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any contract or agreement for the sale transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

SECTION 10

RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

10.2 Estoppel Certificates. From time to time, upon written request of Developer or any future owner, and upon the payment to the City of a \$100.00 fee, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 11

GENERAL PROVISIONS

11.1 Term. The term of this Agreement shall be thirty (30) years after the Effective Date (the "Term").

11.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this

Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.3 Notices. Any notice, required or permitted by this Agreement (“Notice”) shall be in writing and deemed received three (3) days thereafter sent by United States Mail, certified mail, postage prepaid, addressed to the Parties as follows:

To the City:	City of Fulshear, Texas Attn: City Secretary 6611 W Cross Creek Bend Lane Fulshear, TX 77441 Facsimile: (281) 346-2556
With a copy to:	City of Fulshear, Texas Attn: Byron Brown 6611 W Cross Creek Bend Lane Fulshear, TX 77441
To Developer:	D.R. Horton-Texas, Ltd. Attn: Liz Hartin 6744 Horton Vista Drive, Suite 100 Richmond, Texas 77407
With a copy to:	Coats Rose, P.C. Attn: Samuel L. Johnson 9 Greenway Plaza, Ste. 1000 Houston, Texas 77046

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

11.4 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.5 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.6 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

11.7 Local Government Code Section 212.172(b-1) Disclosure. The Developer acknowledges receipt of the disclosure required to be made by the City pursuant to Section 212.172(b-1) of the Texas Local Government Code, being (1) the Developer is not required to enter into this Agreement; (2) Chapter 43 of the Texas Local Government Code provides the authority under which the City may annex the Property; (3) the annexation procedures generally applicable to the Property include (i) a request for annexation by the Developer, (ii) a services agreement between the City and Developer, (iii) a public hearing being held by the City after giving proper notice, and (iv) the City's adoption of an ordinance annexing the Property; (4) the foregoing procedures require the Developer's consent; and (5) the City's immunity to suit is waived to the extent provided by Section 212.172.

11.8 Local Government Code Section 43.016(b)(1) Compliance. To the extent all or any portion of the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter, the City hereby offers to make a development agreement that would guarantee the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber (a "Section 43.016(b)(1) Agreement"), and the Developer hereby declines to make a Section 43.016(b)(1) Agreement and elects in lieu thereof to enter into this Agreement.

11.9 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) to the extent, but only to the extent, authorized pursuant to Local Government Code, Section 212.172 and Local Government Code, Section 271.152.

11.10 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.11 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Fort Bend County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Fort Bend County District Court.

11.12 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.14 Recordation. The Developer shall record this Agreement in the real property records of Fort Bend County and provide a copy thereof to the City.

11.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care. A Party that has claimed the right to temporarily suspend its performance shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party’s performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance.

11.16 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

11.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.18 Effectiveness. The effectiveness of this Agreement is subject to each of the following conditions being fulfilled, regardless of the order, and either party may terminate this Agreement if such conditions have not been fulfilled by January 1, 2025:

(a) The “Second Amendment to the Water and Wastewater Facilities Agreement” between the City and Fort Bend County Municipal Utility District No. 222 is fully executed by the parties thereto;

(b) The “First Amendment to the Declaration of Covenants, Conditions and Restrictions (Non-Annexation),” amending that certain Declaration of Covenants, Conditions and Restrictions (Non-Annexation) dated December 8, 2023 and recorded in Document No. 2023117395, Official Public Records of Fort Bend County, Texas is fully executed by the parties thereto and recorded in the Real Property Records of Fort Bend County, Texas.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall only be enforceable to the extent the Property is determined by law to be located within the ETJ of the City.

11.19 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the Property
Exhibit B	Description of the Harrison Property
Exhibit C	General Plan
Exhibit D	MUD-270 Consent Resolution
Exhibit E	Variances

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF FULSHEAR

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

Name:
Title: City Secretary

APPROVED AS TO FORM

Name:
Title: City Attorney

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by _____, _____ of the City of Fulshear, Texas, on behalf of said
City.

Notary Public, State of Texas

[SEAL]

DEVELOPER:

D.R. HORTON-TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc., a Delaware
corporation, Its authorized agent

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me, on the ____ day of _____, 2024, by _____, _____ of D.R. Horton, Inc., a Delaware corporation, which is the authorized agent of D. R. HORTON – TEXAS, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.

Notary Public in and for the State of Texas

[SEAL]

DOUBLE R DEVCO, LLC,
a Texas limited liability company

By: _____

Name: Ryan Horton

Title: Manager

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the _____ day of _____, 2024
by Ryan Horton, Manager of DOUBLE R DEVCO, LLC, a Texas limited liability company, on
behalf of said entity.

Notary Public in and for
the State of Texas

(SEAL)

**Exhibit A
The Property**

Isaac N. Charles ½ League, Abstract 17

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 139.81 acre tract of land in the Isaac N. Charles ½ League, Abstract 17, Fort Bend County, Texas, being comprised of that certain called 42.692 acre tract recorded under County Clerk's File Number 2023067808, Official Public Records, Fort Bend County, Texas, and that certain called 97.12 acre tract recorded under County Clerk's File Number 9773118, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone.

Beginning at the upper northeast corner of said called 42.692 acre tract, same being the northwest corner of an adjoining called 8.7778 acre tract recorded under County Clerk's File Number 2013096348, Official Public Records, Fort Bend County, Texas, for the upper northeast corner and **Place of Beginning** of the herein described tract, said point being in the south right-of-way line of Hunt Road (width varies);

Thence South 02 degrees 09 minutes 12 seconds East along the common line of the herein described tract and said adjoining called 8.7778 acre tract, 576.42 feet to a reentry corner to the herein described tract and said called 42.692 acre tract, same being the upper southwest corner of said adjoining called 8.7778 acre tract;

Thence South 88 degrees 56 minutes 31 seconds East continuing along said common line, 222.91 feet to the lower northeast corner of the herein described tract and said called 42.692 acre tract, same being a reentry corner to said adjoining called 8.7778 acre tract;

Thence South 04 degrees 10 minutes 17 seconds East continuing along said common line, 272.10 feet to an angle point, said point being the lower southwest corner of said adjoining called 8.7778 acre tract, same being the northwest corner of the adjoining Summerview Section 2, according to map or plat thereof recorded under County Clerk's File Number 20230185, Plat Records, Fort Bend County, Texas;

Thence South 02 degrees 52 minutes 40 seconds East along the common line of the herein described tract and said adjoining Summerview Section 2, 1,156.59 feet to the southeast corner of the herein described tract and said called 42.692 acre tract, being the southwest corner of said adjoining Summerview Section 2, and being in the north line of the adjoining residue of a called 102.886 acre tract (Parcel 4) recorded under County Clerk's File Number 2020165125, Official Public Records, Fort Bend County, Texas;

Thence South 87 degrees 10 minutes 04 seconds West along the common line of the herein described tract and said adjoining called 102.886 acre tract, 881.02 feet to an angle point;

Thence North 88 degrees 59 minutes 15 seconds West continuing along said common line, 129.33 feet to an angle point, being the southwest corner of said called 42.692 acre tract, same being the southeast corner of said called 97.12 acre tract;

Thence North 88 degrees 50 minutes 31 seconds West continuing along said common line, 85.48 feet to an angle point;

Thence North 87 degrees 12 minutes 00 seconds West continuing along said common line, 29.13 feet to an angle point;

Thence South 88 degrees 04 minutes 29 seconds West continuing along said common line, 504.98 feet to an angle point;

Thence North 09 degrees 59 minutes 54 seconds West continuing along said common line, 17.02 feet to an angle point;

Thence South 87 degrees 36 minutes 42 seconds West continuing along said common line, and along the north line of an adjoining called 13.413 acre tract recorded under County Clerk's File Number 2022055456, Official Public Records, Fort Bend County, Texas, 791.59 feet to an angle point;

Thence South 86 degrees 48 minutes 46 seconds West along the north line of said adjoining called 13.413 acre tract, and along the north line of an adjoining called 35.828 acre tract recorded under County Clerk's File Number 2022083022, Official Public Records, Fort Bend County, Texas, 571.74 feet to an angle point, being the northwest corner of said adjoining called 35.828 acre tract, same being the northeast corner of an adjoining called 35.028 acre tract recorded under County Clerk's File Number 2016015026, Official Public Records, Fort Bend County, Texas;

Thence South 87 degrees 58 minutes 44 seconds West along the north line of said adjoining called 35.028 acre tract, 336.07 feet to the southwest corner of the herein described tract and said called 97.12 acre tract, same being the southeast corner of an adjoining called 50.0000 acre tract recorded under County Clerk's File Number 9446623, Official Public Records, Fort Bend County, Texas;

Thence North 02 degrees 14 minutes 17 seconds West along the lower west line of said called 97.12 acre tract, same being the east line of said adjoining called 50.0000 acre tract, 1,426.02 feet to the lower northwest corner of the herein described tract and said called 97.12 acre tract, same being the northeast corner of said adjoining called 50.0000 acre tract, and being in the south line of an adjoining called 2.653 acre tract (Tract IV) recorded under County Clerk's File Number 9535346, Official Public Records, Fort Bend County, Texas;

Thence North 87 degrees 43 minutes 20 seconds East along the south line of said adjoining called 2.653 acre tract, and the south line of an adjoining called 4.204 acre tract (Tract V) and an adjoining called 5.00 acre tract (Tract VI) recorded under County Clerk's File Number 9535346, Official Public Records, Fort Bend County, Texas, 775.87 feet to a reentry corner to the herein described tract and said called 97.12 acre tract, same being the southeast corner of said adjoining called 5.00 acre tract;

Thence North 02 degrees 07 minutes 55 seconds West along the east line of said adjoining called 5.00 acre tract, 580.49 feet to the upper northwest corner of the herein described tract and said called 97.12 acre tract, same being the northeast corner of said adjoining called 5.00 acre tract, and being in the south right-of-way line of Hunt Road;

Thence North 87 degrees 52 minutes 26 seconds East along the north line of the herein described tract, the north line of said called 97.12 acre tract, and the north line of said called 42.692 acre tract, same being the south right-of-way line of Hunt Road, 2,310.30 feet to the **Place of Beginning** and containing 139.81 acres of land, more or less.

This document prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

For reference and further description see Drawing No. 19818 prepared by the undersigned on same date.

April 5, 2024

Job Number 28929-0005-01

Quiddity Engineering, LLC
2322 W Grand Parkway North, Suite 150
Katy, TX 77449
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046100




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@quiddity.com

Exhibit B The Harrison Property

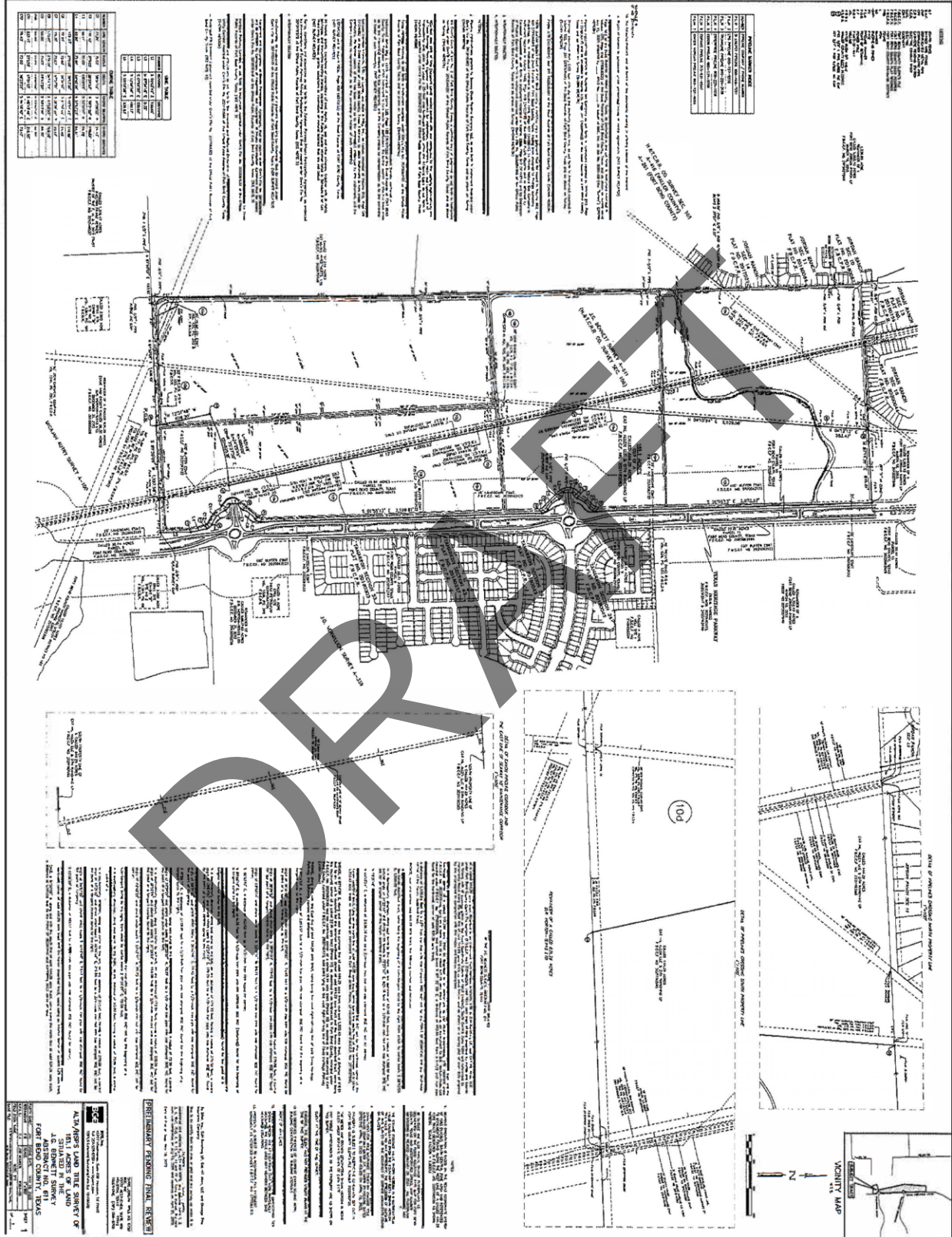


Exhibit C
General Plan

DRAFT

Exhibit D
MUD 270 Consent Resolution

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS, CONSENTING TO THE CREATION OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 270 AND IMPOSING CONDITIONS ON SAME.

* * * * *

WHEREAS, the City of Fulshear, Texas (the "City") received the Petition for Consent to Creation of a Municipal Utility District ("Petition") of DOUBLE R DEVCO, LLC and D.R. HORTON – TEXAS, LTD., (collectively, "Petitioner"), attached hereto as **Exhibit A**; and

WHEREAS, the Petition seeks the City's approval of the creation of Fort Bend County Municipal Utility District No. 270 (the "District") over that certain 283.245-acre tract or tracts of land described therein (the "Land") to the District, the same being wholly located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, section 54.016 of the Texas Water Code and section 42.042 of the Texas Local Government Code provide that land located in the ETJ of the City may not be included in the District unless the City Council of the City of Fulshear, Texas (the "City Council") gives its written consent in accordance with section 54.016 of the Texas Water Code; and

WHEREAS, section 54.016 of the Texas Water Code provides that the City Council may, in its written consent, provide for certain conditions or restrictions on the District; and

WHEREAS, the City Council desires to give its consent to the inclusion of the Land to the District; and

WHEREAS, the City Council desires to place certain conditions or restrictions on the District in giving such consent;

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives its written consent to the addition of the Land to the District, subject to the conditions or restrictions provided for herein.

Section 3. That in giving its consent, the City Council hereby places on the District those conditions or restrictions set forth in Exhibit B attached hereto as **Exhibit B**.

Section 4. In no way is this Resolution considered an "allocation agreement" between the District and the City, as provided under Texas Water Code Section 54.016.

PASSED, APPROVED, and ADOPTED on the 16th day of July, 2024.

Dan McCoy, Mayor

ATTEST:

Mariela Rodriguez, City Secretary

EXHIBIT "A"

**PETITION FOR CONSENT TO CREATION OF
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 270**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF FULSHEAR,
TEXAS:

The undersigned, appearing through their duly authorized agent(s) and representative(s), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.042 of the Texas Local Government Code, respectfully petition this Honorable Council for its consent to the creation of a municipal utility district, and for cause would respectfully show the following:

I.

The name of the proposed District shall be "Fort Bend County Municipal Utility District No. 270" (the "District").

II.

The District shall be organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Constitution of Texas, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto, and any special act of the Texas Legislature applicable to the District.

III.

The proposed District shall contain an area of approximately 283.2 acres of land, situated within Fort Bend County, Texas, described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (the "Property"). According to the City's "Future Land Use and Character" map published as of the date of this Petition online at www.city-of-fulshear-coftx.hub.arcgis.com, the Property is wholly within the extraterritorial jurisdiction of the City. The Property is not, and has not been, within extraterritorial jurisdiction or corporate boundaries of any other city.

IV.

The undersigned constitute a majority in value of the holders of title to the Property, as shown by the county tax rolls and conveyances of record since the date of preparation of said county tax rolls. No person or entity holds a lien on the Property. No one resides on the Property.

003829.000102\4893-9253-4437.v1

V.

The proposed District shall be organized for the purposes found in Chapter 54, Texas Water Code, as amended, to provide for:

- (1) the control, storage, preservation, and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power and all other useful purposes;
- (2) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (3) the reclamation and drainage of its overflowed land and other land needing drainage;
- (4) the conservation and development of its forests, water, and hydroelectric power;
- (5) the navigation of its inland and coastal water;
- (6) the control, abatement, and change of any shortage or harmful excess of water;
- (7) the protection, preservation, and restoration of the purity and sanitary condition of water within the state;
- (8) the preservation of all natural resources of the state; and
- (9) the construction, operation and maintenance of roads serving the District.

The District is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation and incident, helpful or necessary to:

- (1) supply water for municipal uses, domestic uses, power, and commercial purposes and all other beneficial uses or controls;
- (2) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
- (3) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
- (4) irrigate the land in the District;
- (5) alter land elevation in the District where it is needed;
- (6) navigate coastal and inland waters of the District;

(7) design, acquire, construct, finance, improve, operate, and maintain macadamized, graveled, or paved roads, or improvements in aid of those roads; and

(8) provide parks and recreational facilities for the inhabitants in the District, subject to the provisions of Chapter 49.

VI.

The general nature of the work to be done by and within the Property at the present time is the construction, maintenance and operation of a waterworks system for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; the construction of macadamized, graveled, or paved roads, or improvements in aid of those roads; and the construction, installation, maintenance, purchase and operation of such additional facilities, systems, plants and enterprises, all to the extent authorized by law from time to time.

VII.

There is a necessity for the improvements above described because the District is located within an area that is experiencing substantial and sustained residential and commercial growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and services, and roads. The health and welfare of the future inhabitants of the Property requires the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system and roads.

The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of said District.

The property cannot be developed without the creation of the District to finance the water, sanitary sewer, drainage facilities and services, and roads; therefore a public necessity exists.

VIII.

Said proposed improvements are practicable and feasible, in that the terrain of the Property is of such a nature that a waterworks system and sanitary and storm sewer systems and services and roads can be constructed or provided at a reasonable cost; and said land will be rapidly developed for commercial, multi-family and/or residential purposes.

IX.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately \$212,000,000.

X.

The undersigned request consent to the creation of the District encompassing the Property.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Fulshear, Texas, adopt a resolution giving its written consent to the creation of the District.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

RESPECTFULLY SUBMITTED this 3 day of April, 2024.

DOUBLE R DEVCO, LLC,
a Texas limited liability company

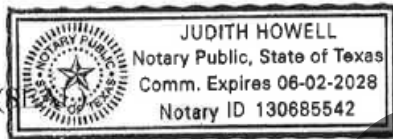
By: [Signature]
Name: Ryan Horton
Title: Manager

THE STATE OF TEXAS

COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me on the 3rd day of April, 2024
by Ryan Horton, Manager of DOUBLE R DEVCO, LLC, a Texas limited liability company, on
behalf of said entity.



[Signature]
Notary Public in and for
the State of Texas

003829.000102\4893-9253-4437.v1

003829.000351\4867-9799-3679.v2

D.R. HORTON-TEXAS, LTD.,
a Texas limited partnership

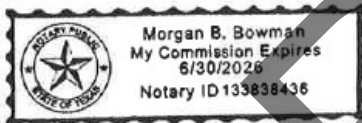
By: D.R. Horton, Inc.,
a Delaware corporation
Authorized Agent

By: [Signature]
Name: Liz Horton
Title: Division President

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

This instrument was acknowledged before me on the 10th day of APRIL, 2024, by LIZ HARTIN, DIVISION PRESIDENT of D.R. Horton, Inc., a Delaware Corporation, the authorized agent of D.R. Horton-Texas, Ltd, a Texas limited partnership, on behalf of said entity.



[Signature]
Notary Public in and for
the State of Texas

(SEAL)

EXHIBIT "A"

County: Fort Bend
Project: Tamarron Allen Tract
Job No.: 222606
MB No.: 22-382

FIELD NOTES FOR 283.245 ACRES

Being a tract containing 283.245 acres located in the J.G. Bennett Survey, Abstract Number 611, in Fort Bend County, Texas; said 283.245 acre tract being a portion of a call 444.29 acre tract recorded in the name of DJH Ranching LP in Fort Bend County Clerk's File (F.B.C.C.F.) Number 2021180585; said 283.245 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System, NAD '83, South Central Zone, derived from GPS observations):

Commencing at 5/8-inch iron rod found at the northeasterly corner of Tamarron Section 55, a subdivision recorded in Plat Number 20220057 of the Fort Bend County Plat Records (F.B.C.P.R.) and on the westerly Right-of-Way (R.O.W.) line of Texas Heritage Parkway (width varies) recorded in F.B.C.C.F. Number 2020140473;

Thence, with the northerly line of said Tamarron Section 55 and the southerly line of said 444.29 acre tract, South 87 degrees 49 minutes 53 seconds West, at a distance of 51.16 feet pass a 5/8-inch iron rod found at the southeasterly corner of said 444.29 acre tract, in all a distance of 1248.58 feet to a 5/8-inch capped iron rod set for the **Point of Beginning** of the tract herein described;

Thence, continuing with said northerly line, the northerly line of Tamarron Section 52, a subdivision recorded in Plat Number 20220096 and said southerly line, South 87 degrees 49 minutes 53 seconds West, a distance of 1437.09 feet to a 1/2-inch iron pipe found at the southwesterly corner of said 444.29 acre tract and the southeasterly corner of a call 187.244 acre tract recorded in the name of 187 Muske Investments, Ltd. in F.B.C.C.F. Number 2020179946;

Thence, with the westerly line of said 444.29 acre tract and the easterly line of said 187.244 acre tract, North 00 degrees 17 minutes 33 seconds West, a distance of 2905.43 feet to a 1/2-inch iron pipe found at the northeasterly corner of said 187.244 acre tract and the southeasterly corner of a call 1352.43 acre tract recorded in the name of Fort Bend Jordan Ranch, LP in F.B.C.C.F. Number 2015027940;

Thence, continuing with the westerly line of said 444.29 acre tract and with the easterly line of said 1352.43 acre tract, North 01 degree 11 minutes 56 seconds West, a distance of 2565.79 feet to a 1-inch iron pipe found;

Thence, continuing with the westerly line of said 444.29 acre tract and with the easterly lines of said 1352.43 acre tract, Jordan Ranch Section 14, a subdivision recorded in Plat Number 20170222 of the F.B.C.P.R., Jordan Ranch Section 11, a subdivision recorded in Plat Number 20180084 of the F.B.C.P.R. and Jordan Ranch Section 10, a subdivision recorded Plat Number 20180082 of the F.B.C.P.R., North 01 degree 54 minutes 43 seconds West, at a distance of 869.24 feet pass the southeasterly corner of said Jordan Ranch Section 14, at a distance of 1473.09 feet pass the northeasterly corner of said Jordan Ranch Section 14 and the southeasterly corner of said Jordan Ranch Section 11, in all a distance of 2397.66 feet to a mag nail in fence post found at the northwesterly corner of said 444.29 acre tract and the southwesterly corner of Jordan Ranch Section 13, a subdivision recorded in Plat Number 20190156 of the F.B.C.P.R.;

Thence, with the northerly line of said 444.29 acre tract and with the southerly lines of said Jordan Ranch Section 13, Jordan Ranch Section 19, a subdivision recorded in Plat Number 20200044 and aforesaid 1352.43 acre tract, North 87 degrees 14 minutes 39 seconds East, a distance of 1617.98 feet to a 5/8-inch capped iron rod found;

Thence, through and across said 444.29 acre tract, the following five (5) courses:

- 1) South 04 degrees 12 minutes 13 seconds West, a distance of 553.24 feet to a 5/8-inch capped iron rod set;
- 2) South 04 degree 10 minutes 24 seconds West, a distance of 2639.56 feet to a 5/8-inch capped iron rod set;
- 3) South 12 degrees 31 minutes 48 seconds East, a distance of 4000.53 feet to a 5/8-inch capped iron rod set;
- 4) 831.46 feet along the arc of a curve to the left, said curve having a central angle of 24 degrees 25 minutes 50 seconds, a radius of 1950.00 feet and a chord which bears South 75 degrees 27 minutes 50 seconds West, a distance of 825.18 feet to a 5/8-inch capped iron rod set;
- 5) South 12 degrees 31 minutes 48 seconds East, a distance of 608.18 feet to the **Point of Beginning** and containing 283.245 acres of land.

A PLAT OF SURVEY WAS PREPARED IN CONNECTION WITH THIS DESCRIPTION AND IS FILED IN JOB NUMBER 222606 AT GBI PARTNERS.

GBI PARTNERS
TBPELS FIRM #10130300
281.499.4539
August 29, 2022
Revised: November 2, 2022



JMB
11/2/2022

EXHIBIT "B"

(a) To the extent authorized by law, the District will issue bonds only for the purpose of purchasing and constructing, or purchasing, or constructing under contract with the City of Fulshear, or otherwise acquiring waterworks systems, sanitary systems, storm sewer systems, drainage facilities, recreational facilities, road facilities, or facilities for fire-fighting services, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefore, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date prior to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefore, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that the bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City of Fulshear, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage, and road facilities and related improvements to serve the District and obtain the approval of such plans and specifications therefrom. Prior to the construction of any water, sanitary sewer, drainage or road facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City of Fulshear; and during the progress of the construction and installation of such facilities, the City, or representative thereof, may make periodic on-the-ground inspections. After construction, the District, upon request by the City, will deliver to the City a final copy of all "as-builts".

(c) The District shall provide the City Manager of the City with reasonable notice of all meetings of its governing Board of Directors by e-mailing to the City Manager a copy of each notice and agenda of each such meeting held by the District. In addition, the District shall provide the City Manager with a copy of all minutes of such meetings.

(d) On an annual basis, the District shall file with the City Secretary and City Manager of the City a copy of its annual audit report.

(e) The District agrees not to annex additional land (outside of the total approved and consented acreage contained in the consent resolution or ordinance to which this exhibit is attached) into the District without written consent from the City.

Exhibit E Variances

<u>Page</u>	<u>Article</u>	<u>Section</u>	<u>Subsection</u>	<u>Item</u>
136	3	28-3-33	G.2.	Special Event Signage Duration – Allow for up to 10 days ahead of event and removed 2 days after.
149-150	4	28-4-2	B.2-B.4	Subdivision Regulations – In the event of a conflict related to paving specifications or platting requirements, Fort Bend County criteria shall supersede. Notwithstanding, the requirement to apply and obtain approval of a preliminary plat shall apply.
156	4	28-4-5	D.1.	Access – A boulevard entrance will satisfy as a 2nd point of access.
157	4	28-4-5	I.1.	Maximum Street Lengths. Cul-de-sac streets may not be more than 800 feet in length
158	4	28-4-5	K	Half-Streets – Boulevard roadways shall be allowed to be constructed in phases (half width at a time) as long as points of access are maintained.
171	4	28-4-12	B.4.	Concrete – Fort Bend County paving specifications shall be used.
172	4	28-4-12	C.1.a.	Sidewalks – Builder pathways leading from curb to front door shall be allowed to be 4 feet in width. All other sidewalk shall be a minimum of 5 feet wide unless modified through approval of a master trails plan.
175	4	28-4-12	E.3.e.	Sanitary Services – Sewer services required to be marked with 4” x 4” wood timbers extending 2’ above ground. So long as the MUD is the retail provider, this shall not be a requirement.
177	4	28-4-13	A.2.	Utility and Improvements – Comply with the rules and regulations of any entity having jurisdiction over the subdivision. If there is a conflict between the regulations of jurisdictions, the City’s regulations shall apply unless otherwise provided by law. Paving specification shall be in accordance with Fort Bend County.
180-185	4	28-4-16-18	All	This section is modified per the terms of the Development Agreement.
185	4	28-4-19	A.1.	Pay to the City an inspection fee in the amount of 0.75% of the total cost of construction