DEVELOPMENT AGREEMENT FOR NEW SIMONTON VILLAGE

BETWEEN THE CITY OF SIMONTON, TEXAS,

TWINWOOD US, INC., AND CBDS INVESTMENTS, INC.

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This Development Agreement (the "Agreement") is made and entered into as of the _____ day of _____ 2015 (the "Effective Date"), by and between the CITY OF SIMONTON, TEXAS (the "City"), a general law municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of the City; and TWINWOOD US, INC., a Texas corporation, and CBDS INVESTMENTS, INC., a Texas corporation (collectively, the "Developer"). The City and the Developer are collectively referred to as the "Parties."

RECITALS

The Developer owns or will own in the near future approximately 273.2 acres of land in Fort Bend County, Texas, located partially in the City's corporate limits and partially within the City's extraterritorial jurisdiction, and described in **Exhibit A** (the "Property"). A vicinity map of the Property is attached as **Exhibit A-1**;

The Developer desires to develop a high-quality master-planned community on the Property (herein defined); however, the development of the Property requires an agreement providing for long-term certainty in regulatory requirements and development standards by the City regarding the Property;

The City and the Developer agree that the development of the Property can best proceed pursuant to a development agreement;

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property; and

The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Developer agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

Building Code means (i) for residential projects, the 2006 International Residential Code and 2006 International Residential Code for One and Two Family Dwellings, including local amendments approved January 17, 2012; and (ii) for commercial projects, the 2006 International Building, Fire, Gas, Mechanical, Plumbing, and Property Maintenance Codes, including local amendments approved January 17, 2012, the 2006 ICC International Electrical Code and 2006 National Electric Code, including local amendments approved January 17, 2012. Provided, however, the City has the right to amend the Building Code as described in Section 3.17.

City means the City of Simonton, Texas.

City Council means the City Council of the City or any successor governing body.

City Ordinance means the following City Ordinances: Ordinance No. 2011-09, except as described in Section 3.07; Ordinance No. 2012-07; and Ordinance No. 2012-08, as such ordinances exist on the date of this Agreement and not including any future amendments or changes thereto.

County means Fort Bend County, Texas.

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

Developer means Twinwood US, Inc., and/or its assignee, and any successor in interest to the Property to the extent such successor or assign engages in Substantial Development Activities on the Property. Developer shall also include any entity affiliated with, related to, or owned or controlled by Twinwood US, Inc., or CBDS Investments, Inc., for purposes of acquiring, owning, or developing property subject to, or that may become subject to, this Agreement.

Development Ordinance means the City's Ordinance No. 2011-11, as it exists on the date of this Agreement and attached to this Agreement as **Exhibit B**, and not including any future amendments or changes. Development Ordinance shall also include any variances approved by the City.

ETJ means the extraterritorial jurisdiction of the City.

General Plan means the conceptual land use plan for the proposed development of the Property as it may be revised from time to time.

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

Property means all the land described in **Exhibit A**, consisting of approximately 33.2 acres located within the corporate limits of the City and approximately 240 acres within the City's ETJ. The Property shall also include any other property now owned or hereafter acquired by the Developer in accordance with Section 2.04.

Public Improvements means public water and sanitary sewer facilities, levee improvement and drainage facilities, fire protection, law enforcement, parks and recreational facilities, road improvements, economic development improvements, and/or any other lawful facilities or improvements provided by a Special District to serve all or any portion of the Property.

Public Services means public water and sanitary sewer services, levee improvement and drainage services, fire protection, law enforcement, parks and recreational services, road improvement services, economic development services, and/or any other lawful services provided by a Special District to serve all or any portion of the Property.

Special District(s) means a municipal management district or municipal utility district providing Public Improvements and Public Services to the Property.

Substantial Development Activities means the subdivision of the Property or any portion thereof with the intent to sell to an Ultimate Consumer, and includes, but is not limited to any platting or construction of water, sewer, drainage, park and recreational facilities, or roads.

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

Ultimate Consumer means the purchaser of a tract or lot within the Property who does intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

ARTICLE II
GENERAL PLAN, PLATTING, AND SPECIAL DISTRICTS

Section 2.01 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, commercial, institutional, and recreational facilities.

Section 2.02 General Plan. The City and Developer acknowledge that a General Plan for the Property has not yet been developed. Developer agrees to provide the City with a copy of the General Plan for the Property when such plan is developed. The

parties acknowledge and agree that any General Plan that may be created by the Developer shall not be subject to approval by the City, but the Developer agrees that any General Plan prepared by the Developer for the Property shall reflect a plan of development in compliance with the requirements set forth in this Agreement.

Section 2.03 Annexation of Land into the City's Corporate Limits. Within sixty (60) days of the Effective Date of this Agreement, the Developer will file with the City a petition to annex that portion of the Property currently within the City's ETJ into the corporate limits of the City. The Parties acknowledge that the execution of this Development Agreement, and the two other development agreements executed as of the same date between the City and Developer concerning other property owned by Developer, and the City's covenants and obligations contained herein, and in those certain development agreements described above, are the sole inducement for the Developer to petition that such portion of the Property be annexed into the corporate limits of the City. The Developer agrees that the City's annexation of this portion of the Property is exempt from the annexation plan requirements of Local Government Code § 43.052 and that the rights and obligations of this Agreement fully satisfy the City's obligation to provide services to the Property.

Section 2.04 Adding Land to Property. The City agrees to consent to any and all petitions requesting that property now owned or hereafter acquired by Developer, that is contiguous to the Property, be annexed into the corporate limits of the City, which consent shall not be withheld, conditioned or delayed. Such consent shall be given within sixty (60) days of receipt of the petition. Following City consent, and upon written notice by the Developer to the City reciting the intent of the Developer that the additional property be subject to this Agreement, the additional property shall be automatically deemed to be included in the Property subject to this Agreement, without further action of the City.

The City agrees that any property (i) now owned or hereafter acquired by the Developer that is both located in the City's ETJ and contiguous to the Property, (ii) now owned by the Developer that is located within the corporate limits of the City, or (iii) hereafter acquired by the Developer that is located within the corporate limits of the City and contiguous to the Property, shall be deemed included in the Property and be subject to this Agreement upon Developer's written notice reciting the intent of the Developer that the property be subject to this Agreement. In addition, upon the Developer's written notice reciting the intent of the Developer that such property be subject to this Agreement, any property hereafter acquired by the Developer that is located within the corporate limits of the City, and not contiguous to the Property, shall be deemed included in the Property and be subject to this Agreement in the event the City is unable to provide water, wastewater, drainage or road facilities to serve such property within a commercially reasonably time, but in no event later than 180 days from receipt of Developer's request for services.

Section 2.05 Platting. The Developer shall be required to plat any subdivision of the Property, other than any subdivision of the Property for the purpose of qualifying persons to serve on the Board of Directors of a Special District, in accordance with the Development Ordinance, and any proposed subdivision plat shall be subject to review and approval of the City. Within thirty (30) days of receipt, the City shall identify any defects in the proposed plat that are not in compliance with the Development Ordinance, the variances shown on **Exhibit C** or other variances that the City may approve from time to time. If the City does not identify any defects within such thirty (30) day period, the plat shall be deemed to be approved by the City. The City shall approve all plats submitted by the Developer that comply solely with this Agreement, the Development Ordinance, and the variances shown on **Exhibit C** or other variances that the City may approve from time to time.

If any part of the Property is platted as unrestricted reserve, such property shall not be required to be re-platted at the time of development, so long as such development is not for single-family residential purposes. In addition, the Developer may convey any part of a designated unrestricted reserve on an approved plat that may be developed for non-single-family residential purposes without further approval by the City or additional platting as long as no portion of a building crosses a lot line.

Section 2.06 Consent to Special Districts. The creation, operation, and annexation of Special Districts serving the Property shall be subject to the terms and conditions of this Agreement. The City agrees that this Agreement, when duly approved and executed by both parties, shall be deemed to indicate the City's consent to the creation of one or more Special Districts to serve the Property and any other property now owned or hereafter acquired by Developer, which is made subject to this Agreement pursuant to Section 2.04. No further action shall be required on the part of the City to indicate such consent. Any type of special district other than a municipal management district or municipal utility district shall require additional consent from the City. The directors of any municipal management district created shall qualify, be appointed, preside and be removed in the manner set forth in Subchapter D of Chapter 375 of the Texas Local Government Code as that Subchapter exists on the Effective Date of this Agreement. Provided, however, notwithstanding anything therein to the contrary, (i) the initial board of directors included in the enabling legislation will be mutually agreed upon by the Developer and the City, and (ii) the City shall appoint directors from recommendations submitted to the City by the board of directors.

This Agreement shall likewise indicate the consent of the City for any Special District, authorized by the terms of this Agreement, to annex or exclude any other land into or out of the Special District; provided, however, Developer agrees not to annex into a Special District any land within the corporate limits or ETJ of another city. If a Special District wishes to annex into a Special District property owned by the Developer that is outside the current description of the Property, the addition of such property must be added to the Property defined in this Agreement pursuant to Section 2.04 prior to

annexation into a Special District.

Developer shall notify the City of its intent to annex or exclude property into or out of a Special District within the Property. Concurrent with the approval of this Agreement, the City agrees to adopt a resolution in support of the legislative creation of a municipal management district over the Property in the 84th Texas Legislature. The management district will be authorized to exercise all powers granted, or hereinafter granted, to such district under the Constitution and the laws of the State of Texas. The City further agrees, to adopt a resolution, in a form substantially similar to **Exhibit D** attached hereto, indicating its consent to the creation of a Special District to serve the Property. Such consent shall be given within thirty (30) days of receipt of a petition requesting consent to the creation of such Special District. At such time other property now owned or hereafter acquired by Developer is made subject to this Agreement, pursuant to Section 2.04, the City agrees, upon the Developer's request, to adopt a resolution in a form substantially similar to **Exhibit D** attached hereto, indicating its consent to the creation of one or more Special Districts to serve such property. Such consent shall be given within thirty (30) days of receipt of a petition requesting consent to the creation of such Special District. The City agrees to provide any additional documentation evidencing consent to the creation, annexation to or exclusion from a Special District as may be requested or required by a Special District or regulatory authority having jurisdiction over such Special District.

Section 2.07 Authority of Special District. The City agrees that any Special District within the Property is authorized to exercise all powers granted, or hereinafter granted, to such district under the Constitution and the laws of the State of Texas, including, but not limited to, the power to provide public water and sanitary sewer services, levee improvement and drainage services, fire protection, law enforcement, parks and recreational facilities, road improvements, economic development services and improvements, and/or any other lawful service or improvement, and the issuance of bonds for any lawful purpose. The exercise of any power by a Special District, including the issuance of debt or other financial obligations by such district, is not subject to review or approval by the City; provided, however, the City may impose the enumerated conditions on the issuance of bonds by a Special District as shown on the Form of Consent Resolution in **Exhibit D**. Prior to a Special District's issuance of bonds, the Special District shall certify in writing to the City that the Special District has complied with the consent conditions enumerated in Exhibit C of the form of Consent Resolution, attached hereto as **Exhibit D**

Section 2.08 Consent to De-annexation. The City agrees that, to the extent any portion of the Property is currently within the boundaries of a municipal utility district, the municipal utility district may de-annex any such portion of the Property without further action by the City. Notwithstanding the foregoing, the City agrees to provide any additional documentation evidencing such consent to the removal or exclusion of such

land as may be requested or required by the Developer or such municipal utility district or regulatory authority having jurisdiction over such municipal utility district.

Section 2.09 Tax Rebates.

(a) The Developer intends to finance the water, sewer, drainage, park and recreational facilities, and roads necessary to develop the Property through the Special District serving the Property. The Developer currently anticipates that the costs to develop the Property with these infrastructure improvements, when combined with the City's current tax rate would not be financially feasible within the $1.50 tax rate allowed by the rules of the TCEQ and market competition. Therefore, the Parties agree that a partial rebate of the City's ad valorem tax (the "Tax Rebate") is required to make the development of the Property financially feasible and competitive.

(b) The City agrees to annually rebate to the Special District within the Property all of the City's ad valorem tax revenue collected within the Special District in excess of $0.15 per $100 of assessed value according to the following formula:

Tax Rebate =	(City Tax Rate minus $0.15 per $100 assessed value)	X Special District taxable assessed valuation

By way of illustration, if the taxable value in the Special District is $25 million and the City tax rate is $.27 per $100 of taxable assessed valuation, the Tax Rebate is $30,000 [($.27-$0.15 per $100) x $25 million]. If the City tax rate is equal to or less than $.15 then no Tax Rebate is due.

(c) The Special District may use the Tax Rebate for any lawful purpose.

(d) The City further agrees to share with the Special District, on a fifty-fifty basis, the sales tax collected within the Special District. The City and the Special District may use its share of the sales taxes collected for any lawful purpose.

(e) The Tax Rebate for the Special District shall be made each year following the year the Special District is confirmed and shall continue for 30 years from the year after the year the Special District issues bonds. The City will pay the rebate portion of the taxes actually collected to the Special District on February 28th of the year following the year in which the taxes are levied and quarterly thereafter until all taxes for each tax year have been paid in full. For example, if the Special District issues its first series of bonds in 2017, the Tax Rebate will made to the Special District for all taxes collected by the City in the Special District through and including the 2047 tax year regardless of when such taxes are actually collected. The City's obligation to pay the Tax Rebate shall survive the term of this Agreement. The City's agreement to provide the Tax Rebate to the Special District shall not be considered an "allocation agreement" under Section 54.016(f), Texas Water Code.

(f) The Special District is expressly made a third party beneficiary of the Tax Rebate required herein, and either the Special District or the Developer shall have the right to enforce this Section 2.09.

(g) The City agrees to impose its sales and use tax on the Property and to share with the Special District, on a fifty-fifty basis, the sales taxes collected within the Special District serving the Property. The City and the Special District may use its share of the taxes collected for any lawful purpose. To the extent allowed by law, the City further agrees to provide consent, and any other documentation as may be requested or required by the Developer, Special District, or any regulatory entity having jurisdiction over the Property, to enable the Developer or Special District to receive taxes from any other governmental entity to which Developer or Special District may now or hereafter be entitled to under the law.

ARTICLE III
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards and Development Quality. The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Property and certainty 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.

By the terms of this Agreement, the City and the Developer intend to 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. The City and the Developer agree that the Development Ordinance and the City Ordinance are exclusive and no other City land-use ordinances, rules, regulations, standards, policies, orders, guidelines or other City-adopted or City-enforced land-use requirements of any kind, whether heretofore or hereafter adopted, apply to the development of the Property, unless otherwise agreed by the Developer.

The City and the Developer agree that in the event of conflict, express or implied, between this Agreement and any other City ordinance, including the Development Ordinance, whether heretofore or hereafter adopted, then this Agreement controls.

Section 3.02 Development Ordinance. Except as provided in this Agreement or otherwise agreed by the Parties, the City and the Developer agree that the Development Ordinance (other than the City Ordinance and Building Code) shall be the sole ordinance or regulation applicable to the development of the Property and the provision of Public Improvements and Public Services to the Property. Specifically, the City's procedures relating to conservation and reclamation districts (Ordinance No. 070912) shall not apply to the Property. Notwithstanding the foregoing, the Developer shall have all rights afforded by Chapter 245, Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws.

Section 3.03 Zoning. The City currently does not have zoning regulations. If the City acquires zoning authority during the term of this Agreement, it will provide in the zoning ordinances that the Property will be designed as a Planned Development zoning district that encompasses only the land use restrictions set forth in the Development Ordinance, City Ordinance, Building Code and any restrictive covenants on the Property on the date the zoning ordinance becomes effective.

Section 3.04 Public Improvements and Public Services. The Developer shall provide or cause to be provided Public Improvements and Public Services to serve the Property at Developer's sole cost; provided, however, the Developer may receive reimbursement of eligible Public Improvements and Public Services from the Special District. The Public Improvements, with the exception of roads, that are constructed to serve the Property shall be owned, operated and maintained by the Special District serving the Property. The Developer or the Special District shall not be required to provide services or improvements for any area outside of the Property. Except as otherwise provided in this Agreement, the design, construction, maintenance, repair, improvement, or provision of any Public Improvement or Public Service shall not be subject to City ordinances or regulations. Except as otherwise provided in this Agreement, the Developer, its successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any Public Improvement or any City inspection of any Public Improvement. Public Improvements will be subject to plan review as provided in Section 3.05.

The plan for an integrated regional water supply, storage, and distribution system; wastewater collection and treatment system; and stormwater control and drainage system to serve the Property shall be developed in accordance with the General Plan and the Development Ordinance. The Developer intends to make provisions for public water supply and distribution, wastewater collection and treatment, and drainage services for the Property through regionalized public utility facilities to be provided by one or more Special Districts. The City may participate in any water supply, storage, and distribution system, wastewater collection and treatment system, or storm water control and drainage system to serve areas outside the Property. Provided, however, if the City chooses to participate in such facilities, the City shall advance, in immediately available funds, its pro rata share of all costs of such

facilities to the effect that the Developer shall neither incur nor pay any costs related to causing the facilities to serve areas outside the Property. Such funds shall be advanced prior to the issuance of the notice to proceed for construction of the oversized facilities.

The Developer may construct and utilize interim wastewater treatment facilities to serve the Property and may expand such interim wastewater treatment facilities based on the pattern of development, the timing and location of such development, and the economic feasibility of constructing and financing a regional wastewater treatment plant or connection to such plant. The wastewater treatment facilities may be designed and constructed with a reclaimed water system that produces municipal wastewater ("Reclaimed Water"), which has been treated to a quality suitable for a beneficial use in accordance with TCEQ rules and regulations. The Special Districts serving the Property will have the right, at no cost, to all the Reclaimed Water produced by the wastewater treatment facilities for use within the Property, or other property now owned or hereafter acquired by Developer, for (i) irrigation landscaping, public parks, esplanades, and recreational facilities, (ii) filling and maintaining lakes and ponds, and (iii) any other lawful purpose.

The Developer may enter into a reimbursement agreement with a Special District to seek reimbursement for the costs of any Public Improvements and Public Services authorized by law.

Section 3.05 Construction Standards for Public Improvements.

(a) The City shall have the right to review, through the use of a mutually agreeable third-party, initially Bureau Veritas ("Veritas"), and approve the plans and specifications for streets, drainage, water and wastewater improvements that serve the Property, subject to the following terms. Prior to construction of any streets, drainage, water and wastewater improvements, the Developer shall submit to the City the plans and specifications for such improvements and a written certification from a professional engineer registered in the State of Texas that the design criteria for the proposed streets, paving, drainage, water or wastewater improvements set forth in the Development Ordinance, and approved variances, have been met. Within fifteen (15) business days of receipt, the City shall provide a written response specifying any design defects for such proposed improvements. If the City does not identify any defects within such fifteen (15) day period, the plans and specifications shall be deemed to be approved by the City and the City shall provide written notice to the Developer that the plans and specifications are approved and sign the plans and specifications indicating the City's approval thereof. If the Developer receives a written response from the City specifying any design defects within such fifteen (15) day period, the Developer shall revise the plans and specifications to comply with the requested changes so long as such changes comply with the terms of the Development Ordinance and approved variances thereto. The Developer shall not be required to make any changes that do not comply with the Development Ordinance or approved variances. Within ten (10) days after the

Developer has submitted the revised plans and specifications, the City shall approve the plans and specifications, provide written notice to the Developer that the plans and specifications are approved and sign the plans and specifications indicating the City's approval thereof.

(b) The City shall have the right to inspect and approve the construction of streets, drainage, water and wastewater improvements, in accordance with the Development Ordinance, which approval shall not be unreasonably withheld, conditioned or delayed. The City will contract with a third-party inspector mutually agreeable by the Developer and the City, initially Veritas, to inspect the construction of all streets, drainage, water and wastewater improvements that serve the Property to confirm that such improvements have been constructed in compliance with the plans and specifications.

(c) The Developer, its successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any Public Improvement or pay for any City inspection of any Public Improvements in an amount that would exceed the fee charged by the third-party inspector to the City, which rate shall not at any time exceed the market rate of such services charged by qualified inspectors in the Houston Metropolitan Area.

(d) Notwithstanding the provisions of subsection (a) above, if the Texas Department of Transportation approves (i) proposed driveway access or (ii) public or private road connections to state roads or highways existing as of the Effective Date of this Agreement, no further action or approval by the City is required for the proposed driveway access or public or private connections of such road facilities. Provided, however, the Developer agrees to coordinate with the City on the proposed driveway access or public or private connections of such road facilities. Nothing in this subsection (d) shall be construed to confer any greater rights on the City than it would otherwise have with respect to such road facilities.

(e) The Developer may develop the Property with a high quality road system that exceeds the standards in the Development Ordinance. In such event, the Developer shall present the intended roadway design standards to the City for approval, which approval shall not be unreasonably withheld.

(f) The City will not charge impact fees on the Property for the costs of Public Improvements.

(g) The City may request that the Developer oversize certain public improvements, and, if such public improvements are oversized, the City shall advance, in immediately available funds, its pro rata share of all costs of such oversizing to the effect that the Developer shall neither incur nor pay any costs related to the oversizing.

Such funds shall be advanced prior to the issuance of the notice to proceed for construction of the oversized facilities.

Section 3.06 Private Improvements. The Developer shall require houses or buildings within the Property to be constructed in accordance with the Building Code applicable to the type of improvement being constructed, such as commercial, single-family residential, or multi-family development. Immediately prior to the commencement of construction activities within the Property associated with private improvements, the City shall contract with a third-party to review plans and specifications and inspect such construction for compliance with the Building Code. The City and the Developer must mutually agree on any such third-party inspector for the Property. Initially, the City will contract with Veritas .

Prior to construction of houses or buildings, the proposed plans and specifications for such improvements shall be submitted to the City for review by a third-party qualified to certify compliance with the Building Code, initially Veritas. Upon receipt of such certification that the plans and specifications comply with the Building Code, the City shall issue the required permit(s); provided, however, in no event shall the time-frame for issuance of any such permit exceed thirty (30) days from the City's receipt of plans and specifications. If the City fails to issue a permit, to a building that plans and specifications comply with the Building Code, within such thirty (30) day period, the Developer may cause the plans and specifications to be reviewed by an individual qualified to certify compliance with the Building Code and submit to the City a written certification certifying that the requirements of the Building Code have been met. In such event, the City shall issue a permit within five (5) business days of receipt of such certification.

The third-party inspector hired by the City shall inspect houses and buildings for compliance with the Building Code. Such inspectors shall maintain records and accounts of such inspections and the Developer shall have the right to review such records and accounts. The Developer will cause the builders to pay the City an inspection fee in an amount not to exceed the inspection fee charged by the third-party inspector to the City. The inspection fee shall not at any time exceed the market rate of such services charged by qualified inspectors in the Houston Metropolitan Area.

Upon completion of the construction of a private improvement, and approval by the third-party inspector that the private improvement complies with the Building Code, the Developer shall cause "record" drawings to be submitted to the City. "Record" drawings may be submitted to the City in hard copy, or electronically via e-mail, dropbox, or USB flash-drive. Upon receipt of such "record" drawings, the City shall cause a certificate of occupancy and/or any other documentation/certification required by the City prior to occupancy, use, or operation of the private improvement to be issued within five (5) business days of receipt of such "record" drawings.

Except as described herein, the Developer, and its successors and assigns, shall not be obligated to apply for or pay for any permit for construction of any private improvement.

Section 3.07 Manufactured Housing/Commercial Manufactured Building. Notwithstanding any other provision of this Agreement to the contrary, (a) HUD-Code manufactured homes may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the Special Districts (including, but not limited to, providing qualified voters within the Special Districts or qualifying persons to serve on the Board of Directors of the Special District) and (b) manufactured, modular or trailer buildings used for commercial purposes may be located within the Property, from time to time, for use as temporary construction or sales offices. HUD-Code manufactured homes and commercial manufactured buildings permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Development Ordinance or Ordinance No. 2011-09; (e) do not require any permit or other approval by the City; and (f) will be promptly removed when no longer needed. HUD-Code manufactured homes used for the purpose of providing qualified voters within the Special District shall have (a) a potable water source; (b) electric power; and (c) solid waste disposal service (wastewater disposal service). Manufactured, modular, or trailer buildings used for temporary construction or sales offices shall have a portable toilet located nearby.

Section 3.08 Signs. The following signs are prohibited on the Property: (a) revolving signs; and (b) snipe signs.

Section 3.09 Lot Size. The minimum size of a traditional single family residential lot within the Property shall be 3,300 square feet in any exclusively single-family master-planned subdivision. The Developer may construct non-traditional homes (such as town homes, condominiums, cluster homes, etc.) on lot sizes generally acceptable for that product in the Houston region, or for other high-density mixed-use developments in major metropolitan areas, provided, however, development of residential lots within the Property shall be in accordance with the General Plan and the requirements of this Agreement.

Section 3.10 Density. The Developer may develop the property without any density requirements or limitations; provided, however, development of the Property shall be in accordance with the General Plan and the requirements of this Agreement.

Section 3.11 Regional Mobility Improvements.

(a) The Developer acknowledges that regional mobility improvements, including major thoroughfares, will be needed to serve the Property ("Mobility Improvements"). The City agrees that Mobility Improvements, or any part(s) thereof,

constructed to serve the Property that are located outside the City's corporate limits and extraterritorial jurisdiction shall not be subject to City review.

(b) If the Developer is required to complete a traffic study for the Property by either the County or the Texas Department of Transportation, the Developer shall provide a copy to the City. The Developer shall not otherwise be required to complete a traffic study for or by the City for areas located outside the City's corporate limits.

(c) If requested by Developer, the City will request the County to conduct transportation feasibility studies on any or all of the Mobility Improvements outside the City's corporate limits.

Section 3.12 Surface Water Conversion. The Parties acknowledge that the Property is located within the jurisdiction of the Fort Bend Subsidence District ("FBSD"). Although the Property is not currently subject to FBSD's requirements to convert groundwater usage to surface water, the Parties agree that any obligations to meet FBSD's future conversion requirements will fall upon the Developer or its assigned Special District, and that any credits for effluent reuse or early conversion shall be the sole property of the Developer or Special District.

Section 3.13 Parks and Recreation Facilities.

(a) The City and Developer acknowledge that a park plan indicating park and recreational facilities for the Property (the "Park Plan") has not yet been developed. The parties acknowledge and agree that any Park Plan that may be created by the Developer shall not be subject to approval by the City, but the Developer agrees that any Park Plan prepared by the Developer for the Property shall reflect a plan of development in compliance with the requirements set forth in this Agreement. The Developer shall provide the City with a copy of the Park Plan when such Park Plan is developed.

(b) The City agrees that so long as the Developer develops park and recreational facilities within the Property in substantial compliance with the Park Plan, the Developer is deemed and shall be found to be in full compliance with the Development Ordinance regarding park requirements and with any City ordinance, whether now in effect or to be adopted from time to time in the future, regarding landscaping requirements or a developer's provision of park and recreational facilities and, moreover, the Developer shall not be required to dedicate any park land within the Property to the City.

(c) The City acknowledges and agrees that the Developer will make provisions for public park and recreational facilities to serve the Property to be financed, developed, and maintained by the Special District, to the extent authorized by State law. The Developer agrees that any such public park and recreational facilities shall be conveyed to the Special District for ownership and operation and shall not be

the responsibility of the City unless and until the City dissolves the Special District, in which case the amenities owned by a Special District would become the property of the City. The Developer may also make at its sole discretion provisions for private recreational facilities that are only available to residents of the Property, and those facilities may not be paid for or conveyed to the Special District, but will be conveyed to a property owners association for ownership and operation and shall not be the responsibility of the City even after the City dissolves the Special District.

Section 3.14 Fire Protection Services. Some or all of the Property is located in Fort Bend County Emergency Services District No. 4 ("ESD 4"), a taxing authority that provides fire protection service to the Property. The City shall have no obligation to provide fire protection services to the Property, unless and until the City begins providing such services to other parts of the City, in which event, the City will provide the Property with the same level of fire protection service as the remainder of the City. Provided, however, the City shall not be required to provide fire protection services to any portion of the Property located within ESD 4. Upon request, the Developer shall dedicate one acre for a fire station and emergency public services site at no cost to the City or ESD 4. The Developer shall determine, in its sole discretion, the location of the one acre site.

Section 3.15 Police Protection Services. The City will provide the Property with the same level of police protection services as the remainder of the City. Provided, however, the Special District may provide additional law enforcement to serve the Property. In the event, the Special District wishes to provide licensed peace officers; the City shall have the right of first refusal to provide such licensed peace officers. To the extent the Special District provides additional licensed peace officers, the Special District shall contract only with city officers, constables, deputies or sheriffs. The Developer shall have the right to provide security on the Property with non-licensed peace officer security personnel. Provided, however, any security personnel carrying a firearm shall be licensed in accordance with state law.

Section 3.16 Approved Variances from Development Ordinance. The City hereby approves the variances from the Development Ordinance shown on **Exhibit C** attached hereto for the development of the Property. The City shall approve all plats, plans and specifications submitted by the Developer that comply solely with this Agreement, the Development Ordinance, and the variances from the Development Ordinance shown on **Exhibit C**, or other variances from the Development Ordinance that the City may approve from time to time. The City further agrees, upon Developer's request, to approve variances necessary to develop the Property in accordance with the General Plan.

Section 3.17 Building Code Amendments. The City may amend the Building Code applicable to the development of the Property as provided in this Section 3.17. Once every nine (9) years, the Building Code applicable to the Property may be updated

to make the version of the building code, adopted by the International Code Council (or any successor organization), that is immediately succeeding the version of the Building Code then in effect applicable to the development of the Property so long as such version of the building code has been previously adopted by the City Council (for uniform application throughout the corporate limits of the City) and by the city councils of at least three (3) of the following four (4) cities: Simonton, Fulshear, Brookshire and Katy. For example, in accordance with the terms of this Section 3.17, in 2024, the Building Code may be amended to the 2009 building codes adopted by the International Code Council, and in 2033, the Building Code may be amended to the 2012 building codes adopted by the International Code Council. Provided however, if the version of the building codes immediately succeeding the version of the Building Code then in effect has not been previously adopted by three (3) of the four (4) cities listed above, the next version of the building code shall not apply to the development of the Property until the City and the Developer have mutually agreed upon any necessary amendments thereto and that such version applies. In the event the Building Code is amended in accordance with this Section 3.17, the definition of Building Code will be deemed amended and no further action of the City shall be required.

Section 3.18 Financial Report. The Special District agrees to provide the City with a copy of its audit, if the District so commissions an audit, upon request by the City.

ARTICLE IV
DISSOLUTION OF THE SPECIAL DISTRICTS

Section 4.01 Dissolution. The City agrees not to dissolve or attempt to dissolve, in whole or in part, the Special District encompassing any part or all of the Property until the Developer has fully developed 100% of the developable acreage within such Special District, or the Developer has been fully reimbursed by such Special District for all water, sewer, drainage, park and recreational, and road facilities necessary to serve all Property within the Special District, as determined by the Special District's engineer, in accordance with TCEQ rules, for all Developer's eligible development and construction costs, all as certified in writing by the Developer to the City. If the City dissolves or attempts to dissolve such a Special District prior to Developer's full development in and reimbursement by the Special District, as described herein above, the City shall automatically assume complete liability for such reimbursement to the Developer in accordance with the written agreement(s) between the Developer and the Special District.

ARTICLE V
PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.01 Designated Mortgagee. At any time after execution and

recordation in the Official Property Records of Fort Bend County, of any mortgage, deed of trust, or security agreement encumbering the Property or any portion thereof, the Developer (a) shall notify the City in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (b) may change the Developer's address for notice pursuant to Section 9.01 hereof to include the address of the Designated Mortgagee to which it desires copies of notices to be mailed.

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

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 the 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.

Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee, and/or its affiliates and their respective successors and assigns, shall be required to adhere to the terms of this Agreement; however a Designated Mortgagee shall not be liable to cure or otherwise address any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Any subsequent purchaser of the Property shall be required to cure or otherwise address any outstanding defaults that existed at the time of the foreclosure. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

If the Designated Mortgagee, and/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 5.02 Notice to Designated Mortgagee. Any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement

requires notice to the Developer.

Section 5.03 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 Article VII.

ARTICLE VI
PROVISIONS FOR DEVELOPER AND CITY

Section 6.01 Vested Rights. The City and the Developer agree that this Agreement constitutes a "permit" for the purposes of Texas Local Government Code Chapter 245, and that Chapter 245 shall apply to the development of the Property. The Parties further agree that, upon execution of this Agreement, the rights of all parties as set forth in this Agreement shall be deemed to have vested (the "Original Vesting Date"). The development of the Property shall be governed by the Development Ordinance and City Ordinance in effect on the Effective Date of this Agreement, This Agreement shall not be construed to prohibit the City's application to the project or the Property of new or amended ordinances or regulations that are exempt from the application of Chapter 245 as provided by §245.004 of such Chapter 245 unless such new or amended ordinance conflicts with this Agreement.

Section 6.02 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"), 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 the Developer's, the Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act. Provided, however, this waiver does not apply to, and the Developer and Developer's 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, unless otherwise agreed by the parties, which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developer's Right to Continue Development. The City and the Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, the Developer may sell a portion of the Property to one or more persons who shall be bound by this Agreement and perform the obligations of the Developer hereunder. In the event that there is more than one person acting as the 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 Developer as set forth in Section 7.05 hereof, but shall not impede the planned or ongoing development activities nor pursue remedies against the performing Developer.

ARTICLE VII
MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement. It is the intention of the Parties to this Agreement that the Property be developed in accordance with the terms of this Agreement.

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

1. Failure by the Developer to petition the City to annex the Property into the corporate limits of the City;

2. Failure by the Developer to substantially comply with a provision of this Agreement;

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

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement;

2. Imposition by the City of a requirement that the Developer, the Developer's grantee, or a grantee's successor pay any impact fee or apply for or obtain from the City any permit, obtain any inspection related thereto, or pay any fee for any application, permit, or inspection, other than as may be authorized in this Agreement;

3. The imposition of a requirement for the Developer to provide regionalization of public utilities through some method other than as may be set forth in this Agreement;

4. An attempt by the City to dissolve a Special District serving the Property, not in accordance with this Agreement;

5. An attempt by the City to annex any property now owned or hereafter acquired by Developer subject to this Agreement, not in accordance with this Agreement;

6. An attempt by the City to enforce any City ordinance that affects the subdivision or development of the Property that is inconsistent with the terms and conditions of this Agreement;

7. The withholding of plat approval for land within the Property by the City if the proposed plat complies with the requirements of this Agreement;

8. An attempt by the City to release any property now owned or hereafter acquired by Developer within the City's ETJ, from its ETJ without the prior written consent of the Developer;

9. An attempt by the City to exchange, in whole or in part, any property now owned or hereafter acquired by Developer within the City's ETJ, with another municipality as part of an ETJ exchange without the prior written consent of the Developer.

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

Section 7.02 Notice of Developer's Default.

(a) The City shall notify the Developer and each Designated Mortgagee, in writing, of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within sixty (60) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

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

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, but in no event less than sixty (60) days, then the City Council may proceed to mediation under Section 7.04 hereof or exercise the applicable remedy under Section 7.05 hereof.

Section 7.03 Notice of City's Default.

(a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within sixty (60) days after receipt of such notice or such longer period of time that Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.

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

(d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 7.04 hereof or exercise the applicable remedy under Section 7.05 hereof.

Section 7.04 Mediation. In the event the Parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in

Sections 7.02 or 7.03 hereof, the Parties agree to submit the disputed issue to non-binding mediation. The Parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or fourteen (14) days after mediation is requested. The Parties participating in the mediation shall share the costs of the mediation equally.

Section 7.05 Remedies.

(a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 7.04 hereof, the City may file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, temporary and/or permanent injunction and termination of this Agreement as to the breaching Developer.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 7.04 hereof, the Developer may file suit in a court of competent jurisdiction in Fort Bend County, Texas, and seek any relief available, at law or in equity, including, but not limited to, temporary and/or permanent injunction, specific performance, an action under the Uniform Declaratory Judgment Act, termination of this Agreement, and immediate release of the Property from the City's corporate limits that was not in the City's corporate limits on the date of the execution of this Agreement.

ARTICLE VIII
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer, their successors and assigns, as provided herein. In addition to the City and the Developer, Designated Mortgagees, and their respective successors and assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future landowners and owners of any portion of the Property, other than Ultimate Consumers. A memorandum of this Agreement, in substantially the form attached hereto as **Exhibit E**, shall be recorded in the Official Property Records of Fort Bend County, Texas.

Section 8.02 Term. This Agreement shall bind the Parties and continue until a date that is forty-five (45) years from the date of this Agreement, unless terminated on an earlier date pursuant to other provisions of this Agreement, or by express written agreement executed by the City and the Developer.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the Parties, the Parties shall promptly execute and file of record, in the Official Property Records of Fort Bend County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

Section 8.04 Assignment or Sale. If the Developer proposes to sell all or substantially all of the Property, it shall provide prior written notice of such sale to the City. Any person who acquires the Property or any portion of the Property, except for an Ultimate Consumer, shall take the Property subject to the terms of this Agreement. Provided, however, the Developer's assignee shall not acquire the rights and obligations of the Developer unless the Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City and any Designated Mortgagee.

Section 8.05 Transfer of Control of Developer. The Developer shall promptly notify the City prior to any substantial change in ownership or control of that 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 a 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.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Any notice required to be given by a party to a Designated Mortgagee shall be given as provided above at the address designated upon the identification of the Designated Mortgagee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after three (3) days after the date of such deposit. Notice

given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City: City of Simonton
P.O. Box 7
Simonton, Texas 77476
Attn: City Secretary
(Fax) (281) 533-9809

With copies to: Olson & Olson LLP
Attn: Art Pertile
Wortham Tower
2727 Allen Parkway
Houston, Texas 77019

Developer: Twinwood US, Inc.
10152 FM 1489
Simonton, TX 77476
Attn: Glenn Plowman
(Fax) (281) 346-1754

With copies to: Allen Boone Humphries Robinson LLP
Attn: Stephen M. Robinson
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Developer: CBDS Investments, Inc.
P.O. Box 649
Simonton, TX 77476
Attn: Glenn Plowman
(Fax) (281) 346-1754

With copies to: Allen Boone Humphries Robinson LLP
Attn: Stephen M. Robinson
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Parties. A Designated Mortgagee may change its address in the same manner by written

notice to all of the Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 9.03 Severability. If any provision, or any part of a provision, of this Agreement is found by a competent court to be illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement, including the remainder of a provision only part of which is invalid, shall not be affected.

Section 9.04 Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue for any dispute regarding this Agreement shall be in the State District Courts of Fort Bend County, Texas.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 9.07 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, the Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, and any rules implementing such statutes or regulations.

Section 9.10 Authority and Enforceability. The City hereby certifies,

represents, and warrants that execution of this Agreement is duly authorized and adopted in conformity with the laws of the State of Texas and City ordinances (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. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions. Contemporaneous with execution of this Agreement, (i) Olson & Olson, LLP, shall deliver an unqualified opinion that this Agreement is valid, binding, and enforceable against the City, and (ii) Allen Boone Humphries Robinson LLP shall deliver an unqualified opinion that this Agreement is valid, binding, and enforceable against the Developer.

Section 9.11 Interpretation. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

Section 9.12 Agreed Facts. The City and the Developer agree as follows: The Developer will provide water supply and wastewater collection services to residents located within the corporate limits of the City. The Developer will provide water, sewer, drainage, park and recreational, and road facilities to serve the Property located within the corporate limits of the City, through the Special District, all of which facilities will become City-owned facilities when the Special District is dissolved. The Developer will provide construction of the above-mentioned facilities to serve the Property, at no cost to the City. The Developer has agreed to oversize facilities to serve other areas outside the Property when requested by the City with the City paying any cost to oversize the facilities. To the extent the City owns any property within the Special District, the Special District will be obligated to serve the City. The City is annexing additional property into its corporate limits as a result of a petition by Developer, and thereby increasing its ad valorem tax base and possibly its sales tax revenues that it would not otherwise be entitled to. The City will review plans and specifications of public improvements, and provide for inspection of private improvements. The City will receive ad valorem tax revenues and possibly sales tax revenues from development within the Property.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the _____ day of _____ 2015.

CITY OF SIMONTON, TEXAS

By: _____
Daniel McJunkin
Mayor

ATTEST:

By: _____

Name: _____

Title: _____

TWINWOOD US, INC., a Texas corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CBDS INVESTMENTS, INC., a Texas corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT LIST

Exhibit A Description of Property
Exhibit A-1 Vicinity Map of Property
Exhibit B Development Ordinance
Exhibit C Variances
Exhibit D Form Consent Resolution
Exhibit E Memorandum of Development Agreement

EXHIBIT A
PROPERTY

January 5, 2014
Job No. 7777-1000

TWINWOOD - PARCEL 2B, 10 & 11A

PARCEL 2B
DESCRIPTION OF
33.2 ACRES

Being 33.2 acres, more or less, of land situated in the Thomas Westall League, Abstract 92, Fort Bend County, Texas, more particularly being that certain called 0.681 acre tract (described as Tract No. 1), that certain 1.630 acre tract (described as Tract No. 2), and that certain 1.019 acre tract (described as Tract No. 3 & 4), all conveyed to CBDS Investments, Inc. by instrument of record in File No. 2006104265 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), that certain called 1.012 acre tract of land conveyed to CBDS Investments, Inc., by instrument of record in File No. 2006110957, F.B.C.O.P.R., that certain called 1.19 acre tract of land conveyed to FM 1489 Farms, Inc., by instrument of record in File No. 2006076342, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., and a portion of that certain called 42.35 acre tract conveyed to FM 1489 Farms, Inc., by instrument of record in File No. 2006076344, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., said 33.2 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the southwesterly corner of the aforementioned 42.35 acre tract, said point being on the northerly line of F.M. 1093;

Thence, Northerly, along the westerly line of said 42.35 acre tract, 871 feet, more or less, to a point for corner, said point being at the approximate City Limits Line of Simonton;

Thence, Easterly, along the approximate City Limits Line of Simonton, 1,704 feet, more or less, to a point for corner, said point being on the easterly line of said 42.35 acre tract and the westerly right-of-way line of said F.M. 1489, the beginning of a curve;

Thence, Southerly along the westerly line of said 42.35 acre tract, the westerly line of the aforementioned 1.19 acre tract and the easterly right-of-way line of said F.M. 1489, 336 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 5,679.65 feet, to a westerly corner of said 42.35 acre tract;

Thence, Southerly, along the easterly lines of said 42.35 acre tract and the aforementioned 0.681 acre tract and the westerly right-of-way line of said F.M. 1489, 580 feet, more or less, to a point for corner, said point being on the southerly line of the aforementioned 1.630 acre;

Thence, Westerly, along the southerly line of said 1.630 acre tract, 162 feet, more or less, to the southwesterly corner of said 1.630 acre tract;

Thence, Northerly, along a westerly line of said 1.630 acre tract, 95 feet, more or less, to the southeasterly corner of the aforementioned 1.012 acre tract, said point being in the northerly right-of-way line of said F.M. 1093;

Thence, Westerly, along the northerly right-of-way line of said F.M. 1093 and the southerly line of said 1.012 acre tract, 198 feet, more or less, to the southwesterly corner of said 1.012 acre tract, said point being on the easterly line of the aforementioned 1.019 acre tract;

Thence, Southerly, along the easterly line of said 1.019 acre tract, 5 feet, more or less, to the southeasterly corner of said 1.019 acre tract, said point being on the northerly right-of-way line of said F.M. 1093;

Thence, Westerly, along a southerly line of said 1.019 acre tract and the northerly right-of-way line of said F.M. 1093, 118 feet, more or less, to a southerly corner of said 1.019 acre tract;

Thence, Southerly, along a southerly line of said 1.019 acre tract and a northerly right-of-way line of said F.M. 1093, 5 feet, more or less, to a southerly corner of said 1.019 acre tract;

Thence, Westerly, along a southerly line of said 1.019 acre tract and the northerly right-of-way line of said F.M. 1093, 51 feet, more or less, to the southwesterly corner of said 1.019 acre tract;

Thence, Northerly, departing the northerly right-of-way line of said F.M. 1093, along the westerly line of said 1.019 acre tract, 159 feet, more or less, to a southerly corner of the aforementioned 42.35 acre tract;

Thence, Westerly, along a southerly line of said 42.35 acre tract, 168 feet, more or less, to a southerly interior corner of said 42.35 acre tract;

Thence, Southerly, along a southerly interior line of said 42.35 acre tract, 156 feet, more or less, to a southerly corner of said 42.35 acre tract, said point being on the northerly right-of-way line of said F.M. 1093;

Thence, Westerly, along a southerly line of said 42.35 acre tract and the northerly right-of-way line of said F.M. 1093, 1,070 feet, more or less, to the POINT OF BEGINNING and containing 33.2 acres of land, more or less.

This description is based on record information only, and corners were not set at the client's request.

January 5, 2014
Job No. 7777-1000

PARCEL 10
DESCRIPTION OF
102 ACRES

Being 102 acres, more or less, of land situated in the Thomas Westall League, Abstract 92, Fort Bend County, Texas, more particularly being a portion of that certain called 42.35 acre tract of land conveyed to FM 1489 Farms, Inc., by instrument of record in File No. 2006076344, in the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., a portion of that certain called 69.1455 acre tract conveyed to FM 1489 Farms, Inc. by instrument of record in File No. 2008055874, now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., and that certain called 63.46 acre tract conveyed to FM 1489 Farms, Inc. by instrument of record in File No. 2006076347, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., said 102 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the most westerly southwest corner of said 69.1455 acre tract;

Thence, Northerly, along an easterly line of said 69.1455 acre tract, 190 feet, more or less, to a point for corner, said point being at the approximate ETJ Line of Simonton;

Thence, Easterly, along the approximate ETJ Line of Simonton, 2,169 feet, more or less, to a point for corner, said point being on a northeasterly line of said 69.1455 acre tract;

Thence, Southeasterly, along the northeasterly line of said 69.1455 acre tract, 402 feet to an easterly corner of said 69.1455 acre tract, said point being on the westerly right-of-way line of F.M. 1489;

Thence, Southerly, along the easterly line of said 69.1455 acre tract, the easterly line of the aforementioned 63.46 acre tract, and the westerly right-of-way line of said F.M. 1489, 1,507 feet, more or less, to an easterly corner of said 63.46 acre tract, the beginning of a curve;

Thence, Southerly, along the westerly line of said 63.46 acre tract and the westerly right-of-way line of said F.M. 1489, 437 feet, more or less, along the arc of a tangent curve to the left, having a radius of 5,779.65 feet to an easterly corner of said 63.46 acre tract;

Thence, Southerly along the easterly line of said 63.46 acre tract, an easterly line of the aforementioned 42.35 acre tract, and the westerly right-of-way line of said F.M. 1489, 365 feet, more or less, to an easterly corner of said 42.35 acre tract, the beginning of a curve;

Thence, Southerly, along the an easterly line of said 42.35 acre tract and the westerly right-of-way line of said F.M. 1489, 94 feet, more or less, along the arc of a tangent curve to the right, having a radius of 5,679.65 feet, to a point for corner, said point being at the approximate City Limits Line of Simonton;

Thence, Westerly, along the approximate City Limits Line of Simonton, 1,704 feet, more or less, to a point for corner, said point being on the westerly line of said 42.35 acre tract;

Thence, Northerly, along the westerly lines of said 42.35 acre tract, said 63.46 acre tract, and said 69.1455 acre tract, 2,443 feet, more or less, to a southwesterly interior corner of said 69.1455 acre tract;

Thence Westerly, along a southerly line of said 69.1455 acre tract, 943 feet, more or less, to the POINT OF BEGINNING and containing 102 acres of land, more or less.

This description is based on record information only, and corners were not set at the client's request.

January 5, 2014
Job No. 7777-1000

PARCEL 11A
DESCRIPTION OF
138 ACRES

Being 138 acres, more or less, of land situated in the Thomas Westall League, Abstract 92, Fort Bend County, Texas, more particularly being a portion of that certain called 200.15 acre tract of land conveyed to Hady Creek Ranch, Inc. by instrument of record in File No. 2006084768 of the Official Public Records of said Fort Bend County, Texas (F.B.C.O.P.R.), now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., and that certain 1.6858 acre tract of land conveyed to Hady Creek Ranch, Inc. by instrument of record in File No. 2006084767, F.B.C.O.P.R., now owned by Twinwood (U.S.), Inc. as conveyed in File No. 2012121483, F.B.C.O.P.R., said 138 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the southeasterly corner of said 200.15 acre tract;

Thence, Westerly, along a southerly line of said 200.15 acre tract, 1,414 feet, more or less, to a southwesterly corner of said 200.15 acre tract;

Thence, Northerly, along a southerly line of said 200.15 acre tract, 50 feet, more or less, to a southwesterly corner of said 200.15 acre tract;

Thence, Westerly, along a southerly line of said 200.15 acre tract, 258 feet, more or less, to a southwesterly corner of said 200.15 acre tract, said point being on the easterly right-of-way line of F.M. 1489;

Thence, Northerly, along a westerly line of said 200.15 acre tract and the easterly line of said F.M. 1489, 570 feet, more or less, to a westerly corner of said 200.15 acre tract, the beginning of a curve;

Thence, Northerly, along a westerly line of said 200.15 acre tract and the easterly line of said F.M. 1489, 437 feet, more or less, along the arc of a tangent curve to the left, having a radius of 5,779.65 feet, to a westerly corner of said 200.15 acre tract;

Thence, Northerly, along a westerly line of said 200.15 acre tract and the easterly line of said F.M. 1489, 365 feet, more or less to a westerly corner of said 200.15 acre tract, the beginning of a curve;

Thence, Northerly, along a westerly line of said 200.15 acre tract and the easterly line of said F.M. 1489, 430 feet, more or less, along the arc of a tangent curve to the right, having a radius of 5,679.65 feet, to a westerly corner of said 200.15 acre tract;

Thence, Northerly, along a westerly line of said 200.15 acre tract and the easterly right-of-way line of said F.M. 1489, 1,801 feet, more or less, to a point for corner, said point being at the approximate ETJ Line of Simonton, the beginning of a curve;

Thence, Southeasterly, along the approximate ETJ Line of Simonton, 2,115 feet, more or less, along the arc of a non-tangent curve to the right, having a radius of 2,640.00 feet, to a point for corner, said point being on an easterly line of said 200.15 acre tract;

Thence, Southerly, along an easterly line of said 200.15 acre tract and the easterly line of the aforementioned 1.6858 acre tract, 2,741 feet, more or less, to the POINT OF BEGINNING and containing 138 acres of land, more or less.

This description is based on record information only, and corners were not set at the client's request.

"This document was prepared under 22 TAC § 663.21, 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"

LJA Engineering, Inc.

EXHIBIT A-1

VICINITY MAP OF THE PROPERTY

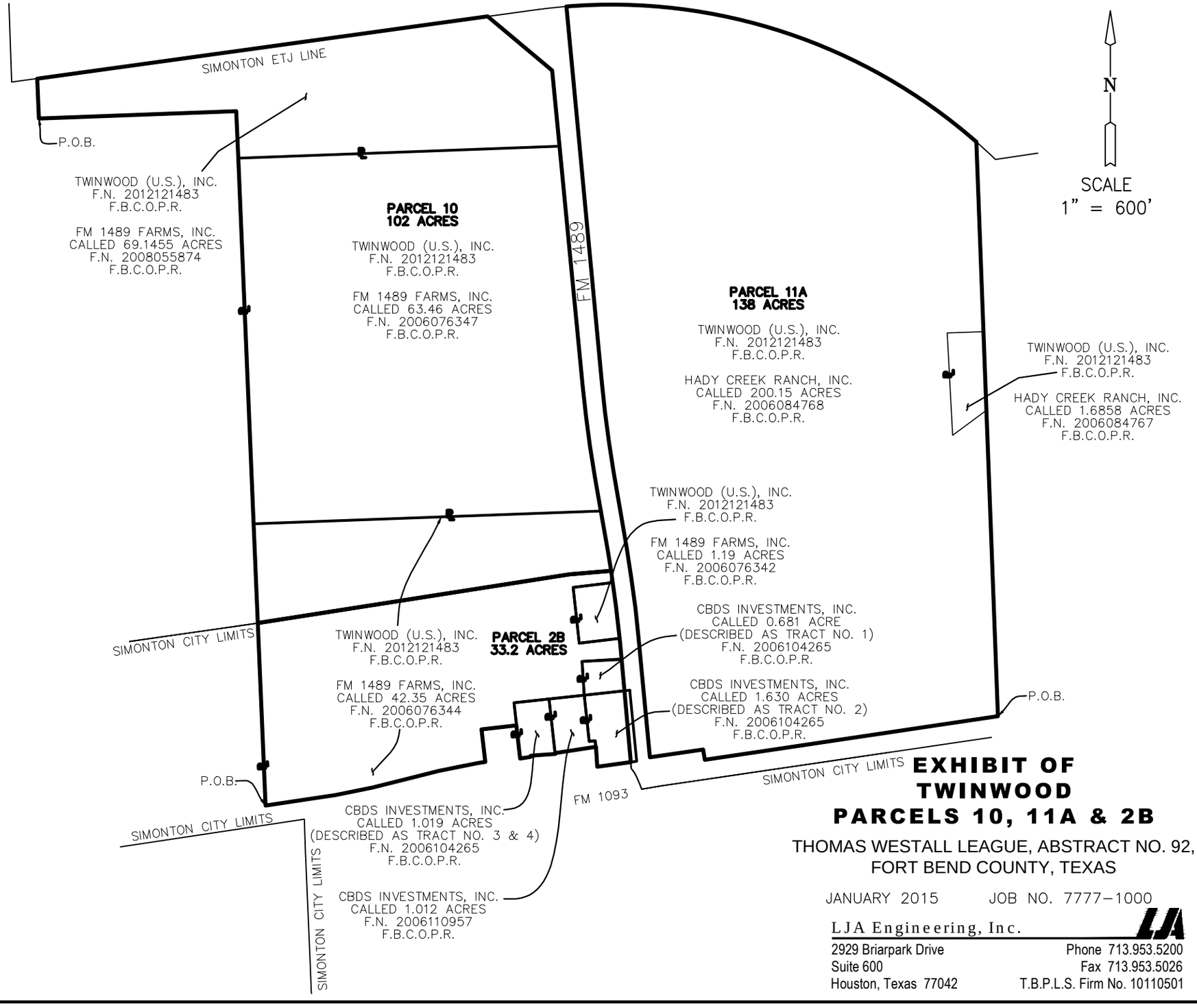

EXHIBIT OF TWINWOOD PARCELS 10, 11A & 2B

THOMAS WESTALL LEAGUE, ABSTRACT NO. 92,
FORT BEND COUNTY, TEXAS

JANUARY 2015 JOB NO. 7777-1000

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10110501

EXHIBIT B

DEVELOPMENT ORDINANCE

ORDINANCE NO. 2011-11

AN ORDINANCE OF THE CITY OF SIMONTON, TEXAS, DELETING AND THEREFORE REPLACING ORDINANCE NO. 060620, PROVIDING RULES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND AND PLATS WITHIN THE CITY AND ITS EXTRATERRITORIAL JURISDICTION; PROVIDING DEFINITIONS; ESTABLISHING PROCEDURES AND REQUISITES FOR THE SUBMISSION AND APPROVAL OF PLATS; CONTAINING REQUIREMENTS AND MINIMUM DESIGN AND CONSTRUCTION STANDARDS FOR STREETS, UTILITIES, AND OTHER PUBLIC IMPROVEMENTS; PROVIDING FOR OVERSIZING AGREEMENTS AND PRO RATA REIMBURSEMENTS; CONTAINING OTHER MATTERS RELATED TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY

* * * * *

WHEREAS, Chapter 212, Texas Local Government Code, authorizes cities of the State of Texas to promulgate rules and regulations governing plats and the subdivision of land within their corporate limits and their extraterritorial jurisdictions; and

WHEREAS, such regulations are authorized in order to protect and promote the health, safety and general welfare of the community; and

WHEREAS, the City Council of the City of Simonton, Texas, hereby finds and determines that establishing rules and regulations governing plats and the subdivision of land is necessary to ensure the safe, orderly and healthful development of the community; and

WHEREAS, a public hearing before the City Council was held on the 20th day of June 2006, at which hearing all persons desiring to be heard were heard concerning adoption of the rules and regulations governing plats and the subdivision of land as contained herein; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS:

Section 1. Findings and Purpose. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

The City of Simonton hereby adopts these subdivision regulations to provide for the orderly, safe and healthful development of the lands within the City limits or within the City's extraterritorial jurisdiction as provided for in Chapters 42 and 212 of the Texas Local Government Code, and for the following additional purposes:

a. To preserve and protect the public health, safety, and general welfare, and to preserve and protect property values and quality of life within the City's jurisdiction.

b. To ensure that adequate public facilities and services are available concurrent with development and will have a sufficient capacity to serve the proposed development.

c. To provide for adequate light, air and privacy, to secure safety from fire, flood, and other dangers, and to prevent overcrowding of the land and undue congestion of population.

d. To protect the character and the social and economic stability of all parts of the municipality and to encourage the orderly and beneficial development of the community through appropriate growth management techniques, to assure proper open space separation of urban areas, to protect environmentally critical areas and areas premature for urban development.

e. To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewer, schools, parks, playgrounds, recreation, and other public requirements and facilities.

f. To establish reasonable standards of design and procedures for subdivisions and resubdivisions in order to further the orderly layout and use of land, and to ensure proper legal descriptions and monumenting of subdivided land.

g. To preserve the natural beauty and topography of the municipality and extra territorial jurisdiction and to ensure appropriate development with regard to these natural features.

Section 2. This Ordinance shall apply to all subdivisions of land within the City and its extraterritorial jurisdiction, except where specifically exempted herein.

Section 3. Definitions. For the purposes of this Ordinance, the following terms, phrases and words, shall have the meanings ascribed thereto. When consistent with the context, words used in the present tense shall include the future tense; words used in the singular number shall include the plural number; and words used in the plural number shall include the singular number. Any office referred to herein by title shall include the person employed or appointed for that position or his or her duly authorized representative. Terms, phrases, or words not expressly defined herein are to be considered in accordance with customary usage.

Block shall mean an identified tract or parcel of land established within a subdivision surrounded by a street or a combination of streets and other physical features and which may be further subdivided into individual lots or reserves

City shall mean the City of Simonton, Texas, a municipality existing pursuant to the laws of the State of Texas.

City Building Official shall mean the person authorized by the City as its Building Official, or his duly authorized representative.

City Council shall mean the duly elected governing body of the City.

Comprehensive Plan shall mean the general plan for growth and development of the City and its environs, including any and all applicable elements of such plan, such as a land use plan, utilities plan, drainage plan, infrastructure master plan, parks plan, and others.

Development plat shall mean a plat required to be prepared in accordance with this Ordinance and designed for review and approval by City Council in order to undertake development or improvement on a previously unplatted single parcel of property located within the City or within the City's extraterritorial jurisdiction. This requirement shall not include land to be developed or used solely for agricultural (for example, farming, grazing) purposes.

Easement shall mean an area dedicated for restricted use on private property upon which a person or public or private entity has the right to remove and keep removed all or part of any building, fence, tree, shrub, or other improvement or growth that in any way endanger or interfere with the construction, maintenance, or operation of any of the respective utility, drainage, access, or other authorized systems or facilities located within any such easement. Any such person or public or private entity owning an easement shall, at all times, have the right of unobstructed ingress and egress to, from, and upon said easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, or adding to or removing all or any part of the respective systems or facilities without the necessity at any time of procuring the permission of anyone.

Extraterritorial jurisdiction shall mean that area of land located outside the municipal boundaries of the City, as defined in Chapter 42 of the Texas Local Government Code.

Facilities agreement shall mean a contract entered into by the City and a developer or subdivider of property, where the developer is constructing oversized public improvements designed to serve the owner of the adjacent property whose owner(s) will be required to make pro rata reimbursements.

Final plat shall mean a complete and exact subdivision plan prepared in conformity with the provisions of this Ordinance and in a manner suitable for recording with the County Clerk of Fort Bend County, Texas.

Lot shall mean a physically undivided tract or parcel of land having frontage on a public street or approved private street, which has been built to meet current City specifications and which is, or in the future may be, offered for sale, conveyance, transfer, lease, development, or improvement; which is designated as a distinct and separate tract; and which is identified by a tract or lot number or symbol on a duly approved subdivision plat that has been properly recorded.

Major Thoroughfare Plan shall mean the street layout plan or any amendments or changes thereto approved and adopted by the City Council.

Person shall mean any individual, partnership, association, entity, firm, corporation, governmental agency, or political subdivision.

Preliminary plat shall mean a map or drawing of a proposed subdivision prepared in accordance with the provisions of this Ordinance, illustrating the features of the development for review and preliminary approval by the Mayor or his designee, but not suitable for recording with the County Clerk of Fort Bend County, Texas.

Replat shall mean a map or drawing of all or a portion of an existing subdivision, prepared in accordance with the provisions of this Ordinance, where the purpose is to alter the original layout of streets, lots, or other features of the development.

Street, Private shall mean a privately owned and maintained thoroughfare or right-of-way, which provides vehicular access to adjacent land.

Street, Public shall mean a thoroughfare or right-of-way, dedicated to the public, and accepted for maintenance by the City or County, and which provides vehicular access to adjacent land.

Subdivider and/or Developer shall be synonymous for the purposes herein, and shall include any owner, or authorized agent thereof, proposing to divide or dividing any lot, tract, or parcel of land so as to constitute a subdivision according to the terms and provisions of this Ordinance.

Subdivision shall mean the division of any lot, tract or parcel of land, by plat, map, survey or legal description, into two (2) or more parts, lots or sites for the purpose, whether immediate or future, of sale, rental or lease, or division of ownership. Any dedication and the laying out or realignment of new streets, or other public or private access ways, with or without the creation of lots, shall constitute a subdivision. The term shall also include the resubdivision and replatting of land or lots that are part of a previously recorded subdivision. An "addition" shall mean a subdivision, as defined herein. The term "subdivision" shall also include the division of land, whether by plat or by metes and bounds description, and when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Title certificate shall mean a certificate prepared and executed by a title company authorized to do business within the State of Texas, or an attorney licensed with the State of

Texas, describing all encumbrances of record that affect the property, together with all recorded deeds. Such certificate shall include a description of all property included within the platted area, and such certificate shall not have been executed more than thirty (30) days prior to submission of same to the Mayor or his designee.

Section 4. Special Provisions.

A. Plat Approval Required. It shall be unlawful for any person to subdivide any tract, lot, or parcel of land within the City or within the extraterritorial jurisdiction of the City, unless and until preliminary and final plats of such subdivision, or a development plat of a single unplatted lot have been approved in accordance with the terms of this Ordinance, unless such division is specifically excepted from platting requirements by this Ordinance or other laws of the State of Texas. Unless and until a preliminary and a final plat, plan or replat of a subdivision shall have been first approved in the manner provided herein by the City Council, it shall be unlawful for any person to construct or cause to be constructed any street, utility facility, building, structure, or other improvement upon any lot, tract, or parcel of land within such subdivision, except as specifically permitted herein. In addition, it shall be unlawful for any official of the City to issue any permit for such improvements, or any aspect thereof, or to serve or connect said land, or any part thereof, with any public utility that may be owned, controlled, or distributed by the City. Provided, further, it shall be unlawful for any person to serve or connect any lot, tract, or parcel of land within any such subdivision with any utility service or facility, unless and until a final plat of such subdivision has been approved in accordance herewith.

Improvements Required. All improvements required under the City's applicable regulations shall be constructed at the sole expense of the Developer. These improvements shall

include, but are not limited to the City's design standards, other ordinances, applicable County and Drainage District regulations, and improvements which, in the judgment of the City Council, are necessary for the adequate provision of streets, drainage, utilities, municipal services and facilities to the subdivision.

C. Variance. A variance from any such rule or regulation may be granted by City Council, only upon a good and sufficient showing by the owner that (1) there are special circumstances or conditions affecting the property in question; and (2) that enforcement of the provisions of this Ordinance will deprive the applicant of a substantial property right; and if a variance is granted it will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity. Each and every application for a variance shall be decided solely and entirely on its own merits, and the disposition of any prior or pending application for a variance shall not be allowed to enter into or affect any decision on the application in question. Financial interests shall not be considered as a basis for the granting of a variance. No application for a variance shall be considered, unless submitted to the City Council, in writing, no later than the date the application for final plat approval is submitted.

D. Non-maintenance of Streets. The City shall not repair, maintain, install, or provide any streets or public utility services within any subdivision for which a final plat has not been approved and filed of record and such street or public utility has been accepted by the City, or within which the standards contained herein or referred to herein have not been complied with in full; unless such streets have been separately accepted for maintenance by action of City Council. In no instance shall the City or its taxpayers bear any responsibility for repairing, maintaining, installing, or constructing any streets or public utility services within any subdivision located within the extraterritorial jurisdiction of the City, except as may be provided

for by separate agreement.

E. Exceptions.

The described subdivisions are exempted from the requirements of this ordinance:

1. Land to be developed or used for agricultural (for example, farming, grazing) purposes. Prima facie evidence of such use shall be determined by the tax designation applied to the property by the Fort Bend Central Appraisal District.

2. Subdivisions of land in which each parcel is ten (10) acres or greater following the subdivision, where each parcel has access and no public improvement is being dedicated.

F. Authorized Agent. A person may act as agent for a subdivider/developer upon submission, with each application for preliminary and/or final plat approval, of a notarized Power of Attorney, and such certification being dated not more than thirty (30) days prior to the date of filing such application. Such Power of Attorney must specifically authorize the applicant to act on behalf of the subdivider/developer, must specifically identify the tract proposed for subdivision, and must state that the Power of Attorney authorizes the agent to execute all necessary documents and dedicatory statements necessary to effect final plat approval and recording thereof.

G. Oversizing and Pro Rata Reimbursement Requirements.

1. The subdivider/developer shall be required to pay all costs of engineering, design, layout, construction and installation of all infrastructure required by this ordinance and other applicable regulations that is necessary and required to serve its development.

2. There shall be no participation by the City for payment of any

infrastructure within a subdivision except when oversized facilities are required by the City to serve development beyond the subdivision. In such case, the terms and extent of City participation will be considered in each case by the City Council, considering the merits of each case and the conditions involved, and shall be in accordance with policies set forth by the City Council, or as required by law.

3. If it is necessary for the subdivider to extend City utilities through undeveloped property, the developer may be entitled to recovery of the costs of such extension of City utilities, as defined in Section 4, paragraph H of this City Ordinance, utilities, as defined in Section A Paragraph H of this ordinance, through agreed pro-rated collection of fees when the property is developed.

4. The City Council may disapprove a plat whenever it is evident that adequate public facilities cannot, or will not, be supplied within a reasonable time.

5. For the purposes of this section, "oversize" shall mean that the capacity of the facility exceeds the capacity necessary to serve the development being platted. In the case of phased developments, all phases shall be considered in evaluating capacity requirements to serve the development. A determination of whether facilities are required to be oversized shall be reached during the preliminary platting phase of a development or sooner if the subdivision elects to submit a master or concept plan, or to have a pre-submission conference with City Council. Such determination shall be based on engineering reports and analyses, traffic impact analysis, the City's master plan and other relevant information in the possession of the City, or requested to be supplied by the subdivider.

H. Pro Rata Payments.

1. Should an owner or developer, whose property fronts on a street, alley and/or easement containing an existing water or sewer main, subdivide or develop such property, he shall pay the pro rata charges on all property owned by him for the front footage along the street, alley and/or easement where the City's mains are located, when applicable.

2. The developer shall be fully responsible for the construction of oversize or off-site access, utilities, drainage, and other improvements necessary for his subdivision and the surrounding area, unless other provisions are approved by the City Council. Provisions for reimbursement of costs in excess of those necessary to serve his subdivision, and any other provisions, shall be made a part of the facilities agreement. For any subsequent subdivision utilizing such facilities, any costs due prior developers shall be prorated as the use by the new subdivision bears to the amount due. Such prorated amounts will be made a part of any subsequent facilities agreement, collected by the City, and repaid to the original developer making such improvements.

3. All such reimbursements or prorations shall be based on the actual cost of the improvements at the time of their construction, subject to comparison with other current unit and/or project costs. The original developer shall therefore provide the City with acceptable documentation of actual construction costs from which calculation of reimbursable amounts will be made for inclusion in the facilities agreement.

4. In the case that the subdivision shall utilize streets, utilities, drainage, or other facilities already constructed through the use of funds of the City, the developer shall pay to the City for the use of such facilities an amount equal to that which would be required to serve the subdivision under the requirements of this chapter, based upon

policies as may be developed and approved by the City Council.

5. In the event a developer of property within the City or the extraterritorial jurisdiction constructs at his cost offsite roadway improvements, with prior City Council approval, the developer may be entitled to and may receive reimbursement for the costs incurred in constructing or causing to be constructed such roadway improvements.

6. The reimbursable cost of the roadway improvements shall include, but shall not be limited to, acquisition of rights-of-way, easements, design, legal and engineering fees, and all costs of construction, including, but not limited to, grading, paving, curbs and gutters, medians and improvements thereto, utilities, utility taps, drainage facilities, sidewalks, pedestrian ways, traffic signing, landscaping, and street lighting. All pro rata payments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

Section 5. Procedure for Submission of Plats.

A. Preliminary Conference. Prior to the official filing of a preliminary plat, the subdivider may consult with City staff for comments and advice on the procedures, specifications, and standards required by the City as conditions for subdivision plat approval.

B. Application for Preliminary Plat Approval. Any person desiring approval of a preliminary plat shall first file, in triplicate, an Application for Preliminary Plat Approval. Forms for such application shall be kept on file with the City Secretary and shall be in a form approved by the Mayor or his designee. Consideration of a preliminary plat by the Mayor or his designee shall not occur unless a fully completed and executed application, with all required documents and fees, has been filed in accordance with this Ordinance. If the form of the Application or plat

submitted therewith does not conform with or meet the minimum requirements of this Ordinance, the Mayor or his designee is hereby authorized to deny, on behalf of the Mayor or his designee, any Application for preliminary plat approval.

1. Submittal Date and Time. All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the City Secretary not later than three o'clock (3:00) p.m., twelve (12) days prior to the next regular City Council meeting. Materials received after three o'clock (3:00) p.m. on the date specified herein shall automatically be placed on the agenda of the second regular meeting of the City Council following submittal.

2. Copies Required. The applicant shall provide sufficient copies as requested by the Mayor or his designee, twenty-four inch by thirty-six inch (24" x 36") paper prints from the original drawing of the plat, reproduced on white paper with black lines, each of which shall be folded to eight and one-half inches by fourteen inches (8 1/2" x 14".)

3. Filing Fees. An Application for Preliminary Plat Approval shall be accompanied by a nonrefundable application fee, tendered in the form of a check made payable to the "City of Simonton, Texas," in the amounts adopted, and from time to time amended, by the City Council and on file with the City Secretary of the City.

4. Encumbrances Information. Initial plat submittals shall be accompanied with a title opinion or a statement or certificates, either in separate writing or on the plat, executed by the applicant or the person who prepared the plat, which certifies that all existing encumbrances other than liens, such as various types of easements, fee strips, or significant topographical features on the land being platted, are fully shown and accurately identified on the face of the plat and, further, stating whether the plat being submitted includes all of the contiguous land that the subdivider owns directly or indirectly, or has a legal or beneficial interest in, or whether the subdivider owns or has a legal interest in any adjacent property. If the subdivider owns or has a legal interest in any adjacent property, the extent of such ownership and a boundary description of the land involved shall also be provided.

5. Notice to Utilities. Evidence of notice to all utility companies that provide service to the area encompassed by the proposed subdivision, whether public or private, shall accompany each Application for Preliminary Plat Approval. Such notice shall contain a statement of the intent to subdivide, the intended use of the property within the subdivision, and shall have attached to such notice a copy of the preliminary plat that is filed within the City.

6. Environmental Assessment. The Owner shall obtain a Phase I environmental assessment to determine that there are no hazardous materials on the area to be developed. If hazardous materials are found, appropriate remediation should be

performed in accordance with Texas Commission on Environmental Quality standards.

7. Special Studies. The Owner shall comply with all federal and state laws pertaining to archeological, geological, wetlands, and endangered species applicable to the property.

C. Form and Content of Preliminary Plats. All preliminary plats submitted to the Mayor or his designee shall be in the form, and contain fully all information and/or language required hereunder:

1. The proposed name of the subdivision or development, which shall not be a duplicate of any subdivision or development of record within Fort Bend County, Texas;

2. The legal description of the property proposed to be subdivided, including the name of the County, survey, and abstract number, together with reference to at least one established corner of a nearby recorded subdivision or the nearest public street right-of-way intersection;

3. The total acreage, and total number of lots, blocks, and reserves;

a. proposed use of land;

b. setbacks;

c. green or open space;

d. easements and rights of way; and

e. pipelines, including setbacks, and available information on the content and what the pipeline is engineered for.

4. The name(s) and addresses of the owner(s) of the property. If the owner is other than a natural person, the names and addresses of the principal officer, or owner, of the entity that owns such property,

5. The name and address of the person or firm who prepared the plat;

6. The date on which the plat was drawn;

7. The north point. The drawing of the subdivision shall be oriented with north to the top of the drawing;

8. The scale shall be drawn numerically and a graphic scale shall be provided. The scale acceptable for a preliminary plat shall be one inch equals one-

hundred feet (1":100'), or for projects less than ten (10) acres the scale acceptable for a preliminary plat shall be one inch (1") equals fifty feet (50') (1":50').

9. A scale vicinity map, shall be provided and made a part of the plat indicating the general location of the subdivision and its relationship with well-known streets, railroads, water courses, and similar features in all directions from the subdivision to a distance not less than one-half (1/2) mile. The scale of the vicinity map shall be to legible scale and shall be oriented with north to the top of the drawing that shall also be the same direction as the detailed subdivision drawing;

10. The plat boundaries shall be drawn with heavy lines to indicate the subdivided area with overall survey dimensions and bearings. Lines outside the plat boundary shall be drawn as dashed lines;

11. The adjacent areas outside the plat boundaries shall be identified indicating the name of adjacent subdivisions (including recording information), the names of the recorded owners of adjacent parcels of land, churches, schools, parks, bayous, and drainage ways, acreage, and all existing streets, easements, pipelines, and other restricted uses;

12. The location and approximate width of existing and proposed water courses, ravines, and drainage easements, topographical elevations; and the boundaries of designated flood zones, as provided in the latest edition of the Federal Insurance Rate *Map* as published by the Federal Emergency Management Agency. All such information required herein shall be certified by a Registered Professional Land Surveyor and/or a Registered Professional Engineer authorized to do business in the State of Texas;

13. Contours with intervals of five-tenths foot (0.5'), referred to sea level (U.S. Coast and Geodetic Survey) datum, as required to show at least two (2) contours within and adjacent to the subdivision. If the change in elevation throughout the property to be subdivided is less than one foot (1'), then the plat is to clearly show the outfall drainage plan and identify basis of control and temporary benchmark set within the subdivision;

14. The location and identification of all tracts not designated as lots within the boundaries of the plat. Such tracts, if not restricted for specific uses, shall be identified as "Unrestricted Reserve." "Restricted Reserves" shall be indicated on the plat and shall be designated as single-family residential, utility, church, park, recreational, school, or other specific use;

15. The location, widths, and names, of all existing or proposed streets, roads, alleys, and easements, within the plat boundaries or immediately adjacent thereto, the location of all existing permanent buildings within the plat boundaries, and all existing easements and other important features, such as section lines, political subdivision, or corporate limit lines, on all sides for a distance of not less than two hundred (200) feet. A traffic impact study may also be required to be completed by the Developer, on

recommendation by the Mayor or his designee to assure that adequate public facilities for transportation generated by the proposed development are being provided.

16. The names of all existing and proposed streets located within the plat boundaries or immediately adjacent thereto;

17. The location of all lots, blocks, building setback lines, and other features, within the plat boundaries, with approximate dimensions;

18. Existing sewers, water and gas mains, culverts, bridges, pipelines, structures, or public utilities within the tract and immediately adjacent thereto with pipe sizes, grades, and locations indicated;

19. The proposed layout of the subdivision, showing streets, blocks, lots, alleys, easements, building lines, and parks, with principal dimensions; and

20. A letter certifying that water and sewer service is available to the subdivision, and that such services will be provided, from the appropriate utility provider, or a letter certifying that private wells and septic system will work on the property.

D. Application for Final Plat Approval. Any person desiring approval of a final plat shall first file an Application for Final Plat Approval. Forms for such applications shall be kept on file with the City Secretary and shall be in a form approved by the Mayor or his designee. Consideration of a final plat by the Mayor or his designee shall not occur unless a fully completed and executed application has been filed in accordance with this Ordinance. The Mayor or his designee is hereby authorized to deny, on behalf of the Mayor or his designee, any Application for Final Plat Approval that is not fully completed and executed in accordance with this Ordinance.

1. Time for Filing. All plats, maps, reproductions, fees, applications, and related materials shall be submitted to the City Secretary not later than three o'clock (3:00) p.m., fifteen (15) days prior to the next regular City Council meeting. Materials received after three (3) o'clock p.m. on the date specified herein shall automatically be placed on the agenda of the second regular meeting of the City Council following submittal.

2. Copies Required. The applicant shall provide sufficient copies as requested by the Mayor or his designee twenty-four inch by thirty-six inch. (24" x 36") paper prints from the original drawing of the plat reproduced on white paper with black

lines, each of which shall be folded to eight and one-half inches by fourteen inches (8 1/2" x 14"). All materials shall also be submitted in electronic format acceptable to Fort Bend County.

3. Filing Fees. An Application for Final Plat Approval must be accompanied by a nonrefundable application fee tendered in the form of a check made payable to the "City of Simonton, Texas," in the amounts adopted, and from time to time amended, by the City Council and on file with the City Secretary of the City.

4. Certificates of Availability of Utilities. Each final plat shall be accompanied by a written certification from each entity, whether public or private, from which utility services are to be received, certifying the availability of same, and that such entity agrees to provide its respective utility service to the subdivision. In addition, where applicable, each such entity providing utility services shall certify approval or conformance of the construction plans to ensure compliance with such utility entity's construction standards.

E. Form and Content of Final Plat. All final plats shall incorporate all of the provisions relating to preliminary plats as provided in paragraph C of Section 5 of this Ordinance and, where appropriate, reflect any conditions and requirements of final approval previously imposed by the Mayor or his designee, together with the following additional requirements:

1. The final plat shall be drawn on material suitable for direct positive prints and reproductions;

2. Scale for a final plat drawing shall meet the same requirements as specified in Section 5 paragraph C-8 for preliminary plat.

3. All engineering and surveying data shall be shown on the final plat sufficient to locate all of the features of the plat on the ground. This data shall include, but not be limited to, full dimensions along all boundaries of the plat; street and alley rights-of-way; easements; drainage ways, gullies, creeks, bayous, together with the location of the high bank of such drainage ways and water courses; lots; blocks; reserves; out tracts, or any other tracts designated separately within the plat boundaries; fee strips, or any other physical or topographical features necessary to be accurately located by surveying methods. Such information shall include line dimensions, bearings of deflecting angles, radii, central angles and degree of curvature, length of curves and tangent distances, all of which are to be shown in feet and decimal fractions thereof;

4. The name of the current owner and their address. If the record owner is a company or corporation, the name of the responsible individual, such as the president or

vice president;

5. The name, address and seal of the Registered Professional Land Surveyor and/or Registered Professional Engineer responsible for preparing the plat;

6. The date of submittal or the date of submittal of each subsequent revision;

7. All streets and alleys with street names, or other rights of way, widths measured at right angles or radially (where curved), complete curve data (R, L, P.C., P.R.C., and P.T.) length and bearing all tangents between curves;

8. Building lines and easements shall be shown and shall be defined by dimension. All principal lines shall have the bearing given and deviation from the norm indicated. The plat must provide a note stating that all existing pipelines or pipeline easements through the subdivision have been shown or that there are no existing pipeline easements within the limits of the subdivision;

9. All field surveys shall be accurate to, and performed in accordance with, the appropriate provisions of the current edition of the Manual of Practice Standards for Surveying in Texas, as periodically published by the Texas Society of Professional Surveyors. Linear dimensions shall be expressed in feet and decimal fractions thereof of a foot; angular dimensions may be shown by bearings in degrees, minutes, and seconds. Curved boundaries shall be fully described and all essential information given. Circular curves shall be defined by actual length of radius and not by degree of curve;

10. The intended use of all lots within the subdivision shall be identified on the plat. All tracts not designated as lots within the boundaries of the plat shall be identified as provided herein; and

11. All dedication statements and certificates shall be made a part of the final plat drawing and shall conform in form and content to the form of statements and certificates set forth in Appendix A to this Ordinance, which is incorporated herein and made a part hereof for all purposes.

F. Plat Drawing, Reproductions, and Filing. The original plat drawing for an approved final plat shall be submitted to the Mayor or his designee on a suitable material that the Mayor or his designee shall, by written rule and from time to time, designate, with lettering, signatures, and images in reproducible black ink. The names of all persons signing any such plat shall also be lettered under the signature line. Two (2) paper prints from the original plat drawing (white paper with black lines) and one (1) positive vellum or film transparency shall also be

provided. Filing of such final plats with the County Clerk of Fort Bend County, Texas, for recording, shall be made by the City. Such filing shall not be made until (a) completion by the developer of all improvements required as a condition of plat approval and acceptance of such improvements by the City Engineer and City Council or, (b) the filing of a sufficient guarantee as defined in Section 8 Paragraph B-3 of this Ordinance of such performance by the developer in accordance with the requirements herein stated. Such filing by the City shall be made promptly upon satisfaction of either condition.

G. Title Report. A current title report, statement or opinion, title policy or certificate or letter from a title company authorized to do business in the State of Texas, or an attorney licensed as such in the State of Texas, shall be provided certifying that, within thirty (30) days prior to the date the final plat is dated and filed with the Mayor or his designee, a search of the appropriate records was performed covering the land proposed to be platted and providing the following information concerning the title to said land:

1. The date of the examination of the records;

2. A legal description of the property lying within the proposed subdivision, including a metes and bounds description of the boundaries of said land;

3. The name of the record owner of fee simple title as of the date of the examination of the records, together with the recording information of the instruments whereby such owner acquired fee simple title;

4. The names of all lien holders, together with the recording information and date of the instruments by which such lien holders acquired their interests;

5. A description of the type and boundaries of all easements and fee strips not owned by the subdivider of the property in question, together with certified copies of the instruments whereby the owner of such easements or fee strips acquired their title, and the recording information for each such instrument; and

6. A tax certificate from each city, county, school, utility, or other governmental entity in which the land being platted is located showing that no delinquent taxes are due such entity for the property being platted.

H. Staff Action. The Mayor or his designee shall review each plat submitted to it on a preliminary basis and upon a final basis for submission to City Council. The Mayor or his designee shall approve any plat if it is in compliance with all provisions of this Ordinance and other rules and regulations as may have been or may be adopted by the City Council governing plats and/or the subdivision of land. Upon the receipt of a plat, the Mayor or his designee shall review and act on preliminary plats within a reasonable time, but, in accordance with State law, must review and act on final plats within thirty (30) days from the date of such application with the submittal date not being counted within said 30 day period. Within these time constraints, Mayor or his designee may take the following actions:

1. Grant preliminary approval or preliminary approval with conditions;

2. Defer preliminary action until the next regular meeting;

3. Grant final approval, if in conformance with the conditions of preliminary approval or final approval subject to additional conditions; or

4. Disapprove any plat, either preliminary or final, if the Mayor or his designee determines that such plat fails to comply with the policies, standards, or requirements contained in this Ordinance or other rules or regulations as may have been adopted by the City Council governing plats and/or the subdivision or land.

I. Effect of denial of plat by Mayor or his designee. Should the Mayor or his designee deny any plat, the applicant shall have the choice of withdrawing the plat to correct any deficiencies, and then resubmitting such plat to Mayor or his designee and subsequently to City Council, or may continue the plat application, with a negative recommendation, to City Council. This appeal process shall be a necessary step prior to the initiation of any litigation against the City.

J. City Council Action. City Council shall review each plat submitted to it on a preliminary basis and upon a final basis, following review and recommendation by City Council.

City Council shall approve any plat if it is in compliance with all provisions of this Ordinance and other rules and regulations as may have been or may be adopted by the City Council governing plats and/or the subdivision of land. Upon the receipt of a plat, the City Council shall review and act on preliminary plats within a reasonable time, but, in accordance with State law, must review and act on final plats within thirty (30) days from the date of application with the submittal date not being counted within said 30 day period. Within these time constraints, City Council may take the following actions:

1. Grant preliminary approval or preliminary approval with conditions;

2. Defer preliminary action until the next regular meeting;

3. Grant final approval, if in conformance with the conditions of preliminary approval or final approval subject to additional conditions; or

4. Disapprove any plat, either preliminary or final, if the City Council determines that such plat fails to comply with the policies, standards, or requirements contained in this Ordinance or other rules or regulations as may have been adopted by the City Council governing plats and/or the subdivision or land.

K. Expiration of Plat Approval.

1. All preliminary plat approvals granted by the Mayor or his designee or City Council, and the conditions thereon, if any, shall be valid for a period of twelve (12) months from the date on which the approval was granted.

2. All final plat approvals granted by the Mayor or his designee or City Council and the conditions thereon, if any, shall be valid for a period of twelve (12) months from the date on which the final approval was granted.

3. Extension of approvals. The City Council may, upon receipt of a

written request from the subdivider or his authorized agent, prior to the expiration date of a preliminary or final plat approval, extend the term of approval for any time period not to exceed an additional twelve (12) months. The maximum term for approval of any preliminary or final plat that has not been duly recorded shall not exceed a total of twenty-four (24) months from the date on which the City Council granted preliminary or final plat approval.

Section 6. Parkland Dedication Requirements.

A. Purpose.

1. The purpose of this section is to provide recreational areas in the form of neighborhood and regional parks and trail systems linking public areas and subdivisions, as a function of subdivision development within the City of Simonton, Texas, and its extraterritorial jurisdiction. It is hereby declared that recreational areas in the form of neighborhood parks are necessary and in the public welfare, and that the only adequate procedure to provide for same is by integrating such a requirement into the procedure for planning and development property or subdivisions within the City.

2. Neighborhood parks are those parks providing for a variety of outdoor recreational opportunities and within convenient distances from a majority of the residences to be served thereby. Park zones shall be recommended by the Mayor or his designee or as delegated by City Council and shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of neighborhood parks should be borne by the ultimate residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. Therefore, the following requirements are adopted to effect the purposes stated.

3. Regional parks are those parks not primarily serving a specific neighborhood, but rather designed to serve the entire City and its extraterritorial jurisdiction, such as ballparks and soccer field complexes, and trail systems which connect various neighborhoods.

4. Parks dedicated to the municipal utility district shall be considered public parks.

B. General requirement for land to be used for single-family, duplex, and/or multi-family residential purposes.

1. Whenever a final plat is filed of record with the County Clerk of Fort Bend County for development of a residential area in accordance with this Ordinance, such plat shall contain a clear fee simple dedication of an area of land to the City (or to a municipal utility district) for neighborhood park purposes, which area shall equal one (1) acre for each one, hundred (100) proposed dwelling units. Any proposed plat submitted to the City for approval shall show the area proposed to be dedicated under this section. The City shall not issue any permits for construction within the subdivision, except permits to construct public improvements, until such time as the requirements of this Section are submitted to and accepted by the City.

2. In instances where an area of less than five (5) acres is required to be dedicated, the City shall accept or reject the dedication of such public park within sixty (60) days following approval of the preliminary plat after consideration by the Mayor or his designee and the City Council. In the event the City determines that sufficient park area already is in the public domain in the area of the proposed development, or if the recreation potential for that zone would be better served by expanding or improving existing parks, then the proposed dedication will be disallowed and the developer shall be required to make payment of cash in lieu of land, as provided by paragraph C of this section.

3. The dedication required by this section shall be made by filing of the final plat or contemporaneously by separate instrument unless additional dedication is required subsequent to the filing of the final plat. If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, such additional dedication shall be required, and shall be made by payment of the cash in lieu of land amount provided by paragraph C.3. of this section, or by the conveyance of an entire numbered lot to the City.

C. Money in lieu of land dedication for neighborhood parks.

1. Subject to approval of the City Council and the provisions of Section B.2. above, a developer responsible for dedication of neighborhood parkland under this section may elect to meet the requirements of paragraph B of this section, in whole or in part, by a cash payment in lieu of land, in the amount of land appraisal value at the time of purchase per dwelling unit. Such payment in lieu of land shall be made at or prior to the time of final plat approval. Provided, however, the developer may elect to record upon the final plat the following notation: "No building or other permit, except permits for construction of public improvements, will be issued by the City of Simonton, Texas, for construction within the subdivision until such time as the payment of money in lieu of park land required under the provisions of this section has been submitted to and accepted by the City." In the event the developer places the above notation upon the final recorded plat of the subdivision in lieu of making the payment of money in lieu of park land, the City shall not issue any permits for construction within the subdivision, except permits to construct public improvements, until such time as the payment of money in lieu of park land required by this Section C is submitted to and accepted by the City.

2. The City may, from time to time, decide to purchase land for parks in or near the area of actual or potential development. If the City does purchase park land within a park zone, subsequent park land dedications for that zone shall be in cash only, and calculated to reimburse the City's actual cost of acquisition and development of such land for parks. The cash amount shall be equal to the sum of (a) the average price per acre of such land, and (b) the actual cost of adjacent streets and on-site utilities, or an estimate of such actual cost provided by the Mayor or his designees. Once the City has been reimbursed entirely for all such park lands within a park zone, this paragraph shall cease to apply, and the other paragraphs of this section shall again be applicable.

3. To the extent that paragraph C.2. of this section is not applicable, the dedication requirement shall be met by a payment in lieu of land computed on the basis of land appraisal value at the time of purchase per dwelling unit.

D. Private neighborhood park land in lieu of dedicated park land.

1. A developer responsible for dedication under this section may elect to meet up to fifty percent (50%) of the requirements of paragraph B of this section by the provision of private neighborhood park land. Credit for private park land will be governed by the following criteria:

a. The land offered as private neighborhood park land must be open and accessible to all residents of the platted subdivision. Land or facilities that are excluded to a portion of the subdivision residents will not be considered as private neighborhood park land.

b. Land which is unencumbered by easements, detention areas, lake and drainage channel borders, or other similar characteristics will qualify for private neighborhood park land at full credit. Land that has recreation facilities on it such as tennis courts, swimming pools, playing fields, recreation buildings, etc., will also qualify for full credit.

c. Land which is encumbered by easements, detention areas, lake and drainage channel borders, or other similar characteristics shall not qualify for credit as usable park space, unless it contains active uses as outlined below.

(1) Pipeline or utility easements, or areas along lake borders and drainage ditches shall have:

(a) Hike/bike all-weather paths, landscaping and sodding installed according to the construction standards of the City. Paths must also be connected to recreational areas as part of an open space system; and

(b) An average minimum width of thirty feet (30') and a minimum width of twenty feet (20').

(c) Side slopes not to exceed a three to one (3:1) ratio, unless otherwise approved by the City;

2. All responsibilities for areas offered as private neighborhood park land must be identified with the submission of a preliminary plat.

3. Land offered for private neighborhood park land credit, which is less than three acres in size, is generally discouraged unless it is an integral part of the private park and open space provisions of the subdivision. A list of landscaping and other improvements of special uses planned for areas of land less than one-half acre in size shall be submitted with the preliminary plat.

E. Contribution for Regional Parks. In addition to the provisions for neighborhood parks by dedication of land or the payment of fees in lieu thereof as described above, a developer shall contribute an additional amount based on land appraisal value at the time of purchase per dwelling unit for the development of regional parks. Such payment shall be made in the manner described in Section C.1., above.

F. Land shown as being suitable for development by the City for a major recreation center, park, or other public use, shall be reserved for a period of one (1) year after the preliminary plat is approved by the City if within two (2) months after such approval the City Council advises the subdivider of its desire to acquire the land or of the interest of another government unit to acquire the land, for purchase by the interested governmental authority at land appraisal value at the time of purchase. A failure by the City Council to so notify the subdivider shall constitute a waiver of the right to reserve the land. Any waiver of the right to reserve the land shall no longer be effective if the preliminary plat shall expire without adoption of a final plat.

G. Special funds, right to refund.

1. There is hereby established special funds for the deposit of all sums paid in lieu of land dedication under this section, which funds shall be known as the "Park Land Dedication Fund" and the "Regional Park Fund." Additional subfunds

may be established as appropriate to track funds for different zones, if established, or different regional parks.

2. The City shall account for all sums paid in lieu of land dedication under this Section 6.E., with reference to the individual plats involved. Any funds paid for such purposes must be expended by the City within five (5) years from the date received for acquisition or development of a neighborhood park, or ten years for a regional park, as defined herein. Such funds shall be considered to be spent on a first in, first out basis for each park zone. If not so expended, then on the last day of such period, the then current owners of the property for which money was paid in lieu of land dedication shall be entitled to a pro rata refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

H. Additional requirements, definitions.

1. Any land dedicated to the City or provided as private neighborhood park land under this section must be appropriate for park and recreation purposes. The City reserves the right to reject any land that it deems as unsuitable for such purposes.

2. Drainage areas may be accepted as part of a park if the channel is constructed in accordance with City construction standards, the land is appropriate for park use, and if no significant area of a park is cut off from access by such channel.

3. Each park must have ready access to a public street.

4. Unless provided otherwise herein, an action by the City shall be by the City Council.

5. This section shall become effective upon adoption by the City Council. Land under a concept plan previously reviewed and approved by the City will be exempt from provisions of this section for a period of four (4) years from the date of final adoption of this chapter. After four (4) years, any residential subdivision or section thereof not final platted will be subject to the provisions of this section.

Section 7. Design Standards. The City of Simonton Design Standards are attached hereto as County Subdivision Ordinance and incorporated herein for all purposes. Where such Design Standards or this Ordinance are silent, the Design and Construction Standards of Fort Bend County shall apply. Where there is a conflict between any two such standards, the more stringent requirement shall apply.

A. Compliance with Design Standards. No plat shall be approved and no permit shall be issued for the construction of any improvement intended for public use, or for the use of purchasers or owners of lots fronting or adjacent to such improvement, and no improvement intended for public use shall be accepted by the City, unless any such improvements shall comply with the City's Design Standards.

B. Compliance with Other Regulations. All improvements required by this Ordinance shall conform to the City's Comprehensive Plan, this Ordinance, and any other ordinance or regulation of the City applicable thereto. All improvements shall further conform to all regulations established by any other governmental entity having jurisdiction over development of land within Fort Bend County.

C. Public Streets — General Arrangement and Layout. The public street system pattern proposed within any subdivision shall comply with design standards of this section and shall:

1. provide for adequate vehicular access to all properties within the subdivision plat boundaries;

2. provide adequate street connections to adjacent properties to ensure adequate traffic circulation within the general area;

3. provide a local street system serving properties to be developed for residential purposes which discourages through traffic while maintaining sufficient access and traffic movement for convenient circulation within the subdivision and access by fire, police and other emergency services personnel; and

4. provide a sufficient number of continuous streets to accommodate the traffic demands generated by new development.

D. Streets: Specific Standards.

1. Public or Private Ownership. The location and alignment of streets proposed to be constructed within a subdivision or development shall be designed in conformance with the construction standards adopted by the City, whether such streets are to be dedicated to the public or retained in private ownership and control. Private

streets shall be allowed only upon explicit approval by the City Council.

2. Right-of-Way Width, Widening. The width of the right-of-way to be dedicated for any street shall be at least sixty feet (60'). In those instances where a subdivision plat is located adjacent to an existing public street with a right-of-way width less than sixty feet (60'), sufficient additional right-of-way shall be dedicated within the subdivision plat boundary to accommodate the development of the street to a total right-of-way width of not less than sixty feet (60'). Notwithstanding the foregoing, the Mayor or his designee may, on written application, and at its discretion authorize a street right-of-way width of not less than fifty feet (50') where such street cannot reasonably be made to continue or extend onto an existing, approved, proposed, or possible future street, is so located that logically it could not be extended to connect with an existing, approved, or proposed street, there is not a likelihood that it would inhibit the ability of the City to provide emergency services from fire, police, medical, or other rescue personnel.

3. Lots Required to Front on Street. All lots shown on the plat shall abut a public street, or a private street that shall meet all requirements herein for public streets. All lots shown on the plat shall have indicated thereon the front of the lot for subsequent construction of a building. Adequate off-street parking shall be provided for each lot.

4. Curves and Intersections. Curves along streets shall have a center line radius of not less than forty feet (40'), except that the center line radius on a reserve curve shall not be less than three hundred feet (300'). Reserve curves should be separated by a tangent distance of not less than fifty feet (50'). The angle of street intersections shall not vary more than ten degrees (10°) from the perpendicular. Where acute angle intersections are approved a radius of at least twenty-five feet (25') in the right-of-way line at the acute corner shall be provided.

5. Cul-de-Sac Right-of-Way Radii. The radii of the right-of-way at the end of local streets terminated with a circular cul-de-sac turnaround shall be not less than fifty feet (50').

6. Dead-end Streets. Dead-end streets shall not be approved, except in instances where the street is terminated by a temporary circular cul-de-sac turnaround, or where the street is designated to be extended into adjacent property.

7. The developer shall be responsible for the installation of all required street signs and traffic control devices of the type approved by the city.

8. At least one ingress/egress point shall be provided for each one-hundred and fifty (150) dwelling units, or fraction thereof, or for each 2500 square feet of commercial floor space. For purposes of this ordinance, "ingress/egress point" shall include future planned roadways, so that if a street is provided to end at the boundary of the subdivision, such shall count for ingress and egress even though the actual road is not constructed.

E. Construction of Improvements. All public or private improvements, as required herein, shall be constructed in accordance with or exceed the Design Standards referenced in the introductory paragraph of Section 7.

F. Street Names. All streets dedicated by plat shall be named, and so identified on such plat, in conformance with the following:

1. New Streets. New street names shall not duplicate existing street names located within the City of Simonton, Texas, and its extraterritorial jurisdiction, other than extensions of existing streets;

2. Extensions of Existing Streets. Existing street names shall be used in those instances where a new street is a direct extension of an existing street or a logical extension (when the streets in question are not and cannot be physically continuous) thereof, except in those instances where the existing street name is a duplicate street name;

3. Suffixes. Street name suffixes such as court, circle, or loop should be designated on streets that are cul-de-sacs or in a configuration of a loop street;

4. Prefixes. Street name prefixes such as north, south, east, and west may be used to clarify the general location of the street; however, such prefixes shall be consistent with the existing and established street naming and address numbering system of the general area in which the street is located; and

5. Alphabetical and numerical street names shall not be designated, except in those instances where such street is a direct extension of an existing street with such a name and is not a duplicate street name.

6. Street Name Change. No street name, once designated, may be changed except by City ordinance.

G. One-Foot Reserves. In those instances where a public street is dedicated by a plat submitted to the City and such public street forms a stub street onto adjacent unplatted acreage, or where such street lies along and parallel with a subdivision boundary and is adjacent to unplatted acreage, a one-foot wide reserve shall be established within the street right-of-way at its "dead-end" terminus, or along the right-of-way adjacent to such unplatted acreage, to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent

unplatted acreage, to prevent access to such public street from the adjacent unsubdivided acreage, unless and until the City has reviewed the development proposals for such adjacent acreage, and a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one-foot reserve on a plat are contained in the following notation that shall be placed upon the face of any plat where a one-foot reserve is to be established:

> "One-foot reserve dedicated to the City in fee as a buffer separation etween the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided pursuant to a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes."

H. Partial or Half Streets. Partial or half streets may be dedicated in those instances where the Mayor or his designee determines that it is necessary for the proper development of the land and in the public interest to locate a public street right-of-way centered on a property line. A partial or half street dedication within a subdivision dedicating less than a fifty-foot right-of-way width on a designated major thoroughfare, or less than a thirty-foot right-of-way width for any other type public street, shall not be approved. Appropriate notations and the one-foot reserve dedication in fee as, provided in Section 7.G., hereof shall be placed upon the plat restricting access from any partial or half streets so dedicated to adjacent acreage tracts until the adjacent property is subdivided pursuant to a recorded plat and the additional adjacent right-of-way is acquired providing the full right-of-way as specified in this Ordinance.

I. Easements.

1. Utility Easements. Utility easements, both above and below grade, are those easements established by plat or separate instrument, which are designed to accommodate facilities necessary to provide various types of utility services to the individual properties within the plat boundaries. Utility easements may be used for, but

not be limited to, facilities necessary to provide water, electrical power, natural gas, telephone, telegraph, cable television, and sanitary sewer services. In most cases, utility easements shall be below grade, except where the requirements of the utility providers require their major transmission lines to be located above grade. All easement locations and their placement above or below grade shall be resolved with the utility companies prior to preliminary plat approval.

(a) Location. Utility easements, excluding special use utilities such as gas, telephone, electric, and cable, shall be provided along the front of all lots, except when the Mayor or his designee determines that such location is not feasible for the orderly development of the subdivision, or where the right-of-way is not wide enough to allow for the proper placement and maintenance of all utilities. Utility easements located along the outer boundaries of a subdivision shall contain the full width required for such easement, except in those instances where the adjacent property is within a portion of a previously approved and platted subdivision and under the same ownership as the property being platted, or where additional easement width is dedicated by separate instrument by the owner of said adjacent tract. In such cases, one-half (1/2) of the required easement width shall be dedicated within the platted boundary with the other one-half (1/2) provided outside the platted boundary by separate instrument, or through notation on the plat certifying the ownership and dedication of said easement.

(b) Widths. All utility easements, including special use utilities such as gas, telephone, electric, and cable, established within any subdivision plat shall not be less than a total of ten feet (10') in width, which width may be split between adjacent lots, provided however, that a lesser amount shall be allowed where less width is required by the utility service provider.

(c) Limitations. All utility easements shall be limited to surface and below grade easements. Aerial easements over utility easements shall be limited to that necessary for transformers, amplifiers, and other similar devices that cannot be placed below grade, it being the express purpose and intent hereof to require all utilities, to the extent reasonably possible, to be placed below ground level.

2. Drainage Easements. All drainage easements shall be located and dedicated to accommodate the drainage requirements necessary for the proper development of the property within the subdivision boundaries and within its natural watershed and in conformance with the Fort Bend County Drainage District, its regulations governing storm drainage and/or flood control, and the requirements of other governmental agencies having jurisdiction over storm drainage or flood control within

the area in which the subdivision is located. A suitable note on the plat shall restrict all properties within the subdivision to ensure that drainage easements within the plat boundaries shall be kept clear of fences, buildings, obstructive vegetation, and other obstructions to the operation and maintenance of the drainage facilities therein.

3. Private Easements, Fee Strips.

(a) Existing Easements, Fee Strips. All easements or fee strips created prior to the subdivision of any tract of land shall be shown on the subdivision plat of said land with appropriate notations indicating the name of the holder of such easement or fee strip, the purpose of the easement and generally the facilities contained therein, the dimensions of the easement or fee strip tied to all adjacent lot lines, street rights-of-way and plat boundary lines, and the recording reference of the instruments creating and establishing said easement or fee strip. In those instances where easements have not been defined by accurate survey dimensions such as "over and across" type easements, the subdivider shall request the holder of such easement to accurately define the limits and location of such easement through the property within the plat boundaries. If the holder of such undefined easement does not define the easement involved and will not certify his refusal to define such easement to the Mayor or his designee, the subdivision plat shall provide accurate information as to the center line location of all existing pipelines or other utility facilities placed in conformance with the easement holder's rights, and building setback lines shall be established fifteen feet (15') from and parallel to both sides of the centerline of all underground pipelines or pole lines involved.

(b) Establishment of Special Use Utility or Drainage Easements. A special use utility or drainage easement may be established by subdivision plat when such easement is for the purpose of accommodating a utility or drainage facility owned, operated, and maintained by a unit of government and is restricted to either water mains, sanitary sewers, storm sewers, or other drainage purposes and where it has been determined by the Mayor or his designee that these facilities cannot or should not be accommodated within a general purpose public utility or drainage easement or public street right-of-way. Easements proposed to be established for any privately-owned utility company or private organization providing utility services and restricted for their exclusive use shall not be created by a subdivision plat; however, such private utility facilities may be accommodated and placed within the general purpose utility easements and public streets established within the plat boundary. Nothing contained herein, however, may prevent such private companies or the subdivider from granting and establishing special or exclusive use easements by separate instrument if such arrangements are deemed necessary to properly serve the properties within the plat boundaries.

J. Federal Flood Insurance Program. No subdivision of land shall be approved unless same complies in all respects with the Fort Bend County's, or the City's Flood Damage Prevention regulations. Each final plat shall have depicted thereon applicable boundaries of all flood zones as provided in the latest edition of the FEMA Federal Insurance Rate Maps.

K. Building Setback Requirements. No plat of any subdivision shall be approved unless building setback lines are established therein in accordance with the following standards, all of which shall be measured from the property line:

Front: 40 feet; except cul-de-sac lots which may be 35 feet;

Side: 15 feet on each side;

Corner lots: 20 feet on street side; 15 feet on inner lot line.

L. Reserve Tracts. Reserve tracts are those individual parcels of land created within a platted subdivision which are not divided into residential or commercial lots, but are established to accommodate some specific purpose such as a private recreational facility, a future school or church site, or site for utility facilities or other activities or land uses for which division into lots is not suitable or appropriate. The expected use or future use of all reserve sites shall be designated on the preliminary and final plats. In certain limited instances, the use of reserve tracts may not be completely determined by the subdivider or developer at the time plats are prepared and submitted to the City. These reserve tracts may be established as "unrestricted reserves." Designation as "unrestricted reserve" shall require replatting at the time of the future development if subdivided into residential lots or multi-family uses.

1. Street Access. Reserves established on any subdivision plat shall have frontage on and be immediately adjacent to at least one public street, with such frontage being not less than fifty feet (50') in width.

2. Identification and Designation. All reserves shall be labeled and identified on the plat, and a description of the use intended for such reserve, if known,

shall be noted. If the use of the reserve is not restricted for any specific use, the reserve shall be identified and noted as being "unrestricted." All reserves are to be identified and designated by alphabetical letters, not numbers, along with an indication as to the total acreage of such reserves that shall be shown within each reserve boundary.

M. Lots; General Provisions. The purpose of this Section is to provide general overall guidelines for the establishment of individual lots within a subdivision.

1. General Lot Design, Arrangement, and Layout. The general lot design within any subdivision shall be based upon the concept that such lots are created and established as undivided tracts of land and that purchasers of such lots can be assured that these tracts of land will be appropriate for their intended use, by meeting the following basic criteria:

a. the lot is of sufficient size and shape to accommodate easements for all public and private utility services and facilities to adequately serve any improvements constructed thereon;

b. the lot is of sufficient size and shape and is so located that direct vehicular access is provided from a public street or through an approved private street and that the required number of off-street parking spaces can be provided on the lot without encroachment within any adjacent public or private street right-of-way;

c. the lot is of sufficient size and shape to accommodate all required improvements, detention areas with a street frontage of not less than 100'; and

d. the minimum single family residential lot size is $^{1}/2$ acre or 21,780 square feet.

2. Lot Shapes. Lots shall be designed, so far as possible, with side lot lines being at right angles or radial to any adjacent street right-of-way line. Where all lots are either perpendicular and at right angles or radial to adjacent street rights-of-way, a suitable notation shall be placed upon the plat in lieu of lot line bearings.

3. Key or Flag Shaped Lots. For the purposes hereof, a key or flag shaped lot shall mean a lot having gross disparities in width between side lot lines, sometimes resembling a flag on a flag pole, a key, or some other lot shape of comparable irregularity. Key or flag shaped lots shall be allowed if otherwise in compliance with the minimum lot size requirements of this and other applicable ordinances of the City and provided that any such lot is at least sixty feet (60') in width at its building set-back line.

4. Street Access Limitations. Rear and side vehicular driveway access from

lots to adjacent streets designated as major thoroughfares or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, shall not be approved and such access restriction shall be noted directly upon the plat and adjacent to the lots in question.

5. Lot and Block Identification. All blocks established in any subdivision shall be designated by number with said numbers being consecutive within the whole subdivision plat. Lots established within said blocks shall also be numbered with said numbers being consecutive within the block. Lot numbering shall be cumulative throughout the subdivision if the numbering system continues from block to block in a uniform manner.

N. Utilities. Adequate provision for all utilities shall be provided to the entire subdivision. All distribution and service lines of electrical, telephone, television, and other wire-carrier type utilities shall be underground, except where above-ground placement is required by the public utility provider. Transformers, amplifiers, or similar devices associated with the underground lines shall be located upon the ground or below ground level. Where the underground placement of such facilities is not a standard practice of the utility involved, the subdivider or developer shall make arrangements with the applicable utility for payment of all costs associated with the non-standard installation. All utility installations shall comply with the standards as set out by each utility provider, or as are contained in the Fort Bend County design standards provided, however, when the City adopts its own utility installation standards, such as standards shall apply within the City limits.

O. Drainage. Drainage facilities shall be designed and constructed in accordance with the drainage standards adopted by the City Council.

P. Sanitary Sewer. Sanitary sewer facilities shall be designed and constructed in accordance with the applicable standards of the City's Water Authority, Fort Bend County, the State of Texas, or Municipal Utility District (MUD) regulations, where such service is provided by a MUD, as appropriate. Each lot within a proposed subdivision shall be connected to a

sanitary sewer system, or may have a septic tank system if properly permitted as required by state law. Any lot within three-hundred feet (300') of the City's sanitary sewer system, as it develops and expands, shall be required to tie-in to the system, and shall pay all applicable costs.

Q. Water. Facilities for the provision of potable water to all areas of the proposed subdivision shall be designed and constructed in accordance with the applicable standards of the City's Water Authority, Fort Bend County, a Municipal Utility District, or the State of Texas, as appropriate. Each lot within a proposed subdivision shall be connected to a potable water distribution system, provided however, that individual residential lots of one acre or more in size may be allowed to have private wells if properly permitted. Any lot within three-hundred feet (300') of the City's water system, as it expands, shall be required to tie-in to the system, and shall pay all applicable costs.

R. Monuments and Markers.

1. Iron rods, five-eighths inches (5/8") in diameter and three feet (3') long, shall be placed on all boundary corners, block corners, curve points, and angle points. A copper pin one-quarter inch (1/4") in diameter embedded three inches (3") in the monument shall be placed at the exact intersection point on the monument. The monuments shall be set at such an elevation that they will not be disturbed during construction, and the top of the monument shall not be less than twelve inches (12") below the finished ground level.

2. Lot markers shall be five-eighths inch (5/8") or greater reinforcing bar, twenty-four inches (24") long, or approved equal, and shall be placed at all lot corners flush with the ground, or below ground if necessary in order to avoid being disturbed.

3. Where no bench mark is established or can be found within three hundred feet (300') of the boundary of the subdivision, such bench mark shall be established to the latest edition of the U.S. Coast and Geodetic Survey datum. The bench mark shall be established upon a permanent structure, or may be set as a monument and shall be readily accessible and identifiable on the ground.

Section 8. Additional Plans and Certificates.

A. Dedication Statements and Certificates. All dedication statements and certificates

shall be made a part of the final plat drawing and shall include, but not be limited to, the statements, the general form and content of which are provided as examples in Appendix A of this Ordinance, which are incorporated herein and made a part for all purposes.

B. Developments within the corporate limits and in the extraterritorial jurisdiction not located in a municipal utility district shall comply with the following provisions:

1. Construction Plans. Construction plans and profile sheets for all subdivision improvements, public or private, shall be submitted with the Application for Final Plat Approval. All such plans and profile sheets shall be signed and sealed by a Texas Registered Professional Engineer. The approval of the final plat shall be contingent upon approval of construction plans by the Mayor or his designee. Further, the approval of a final plat shall be contingent upon the construction of such improvements in accordance with such approved construction plans. Construction plans shall be submitted to each utility or regulatory agency in Fort Bend County, with copies to the City.

2. Inspection of Construction. The City Engineer, or the City's duly authorized representative (any reference to the City Engineer shall mean "The City Engineer, or the City's duly authorized representative), shall be required to fully inspect any and all phases of the construction of improvements for each subdivision. The subdivider, or his contractor, shall maintain regular contact with the City Engineer, or the City's duly authorized representative during construction of improvements. No sanitary sewer, water, or storm sewer pipe shall be covered, no flexible base material, subgrade material, or stabilization shall be applied to the street subgrade, and no concrete shall be poured or asphaltic surface applied to the base, without the written approval of the City Engineer, or his representative. The City Engineer, or the City's duly authorized representative, may at any time cause any construction, installation, maintenance, or location of improvements to cease when, in his judgment, the requirements of this Ordinance or the standards and specifications as hereinbefore provided have been violated, and may require such reconstruction or other work as may be necessary to correct any such violation. The subdivider shall engage a Texas Registered Professional Engineer who shall be in "responsible charge" of all phases of the design and construction of the required public improvements.

3. Guarantee of Performance. No subdivision plat shall be filed of record with the County Clerk of Fort Bend County, Texas, and no building permit, or any water, sewer, plumbing, or electrical permit shall be issued by the City to the owner or any other person with the respect to any property in any subdivision until the earlier of:

a. Such time as the subdivider or developer of such subdivision has complied with all provisions of this Ordinance and such conditions of the Mayor or his designee applicable to the final plat regarding installation of all required improvements and for which required improvements the

subdivider or developer has received acceptance by City Council for the start of the one (1) year maintenance period as described in subsection 4 below; or

b. Such time as an escrow deposit sufficient to pay for one hundred twenty percent (120%) of the estimated cost of such improvements as determined by the City Engineer computed on a private commercial rate basis has been made with the City Secretary accompanied by an agreement by the subdivider or developer authorizing the City to make such improvements at prevailing private commercial rates or have the same made by a private contractor and pay for the same out of the escrow deposit, should the subdivider or developer fail or refuse to install the required improvements within the time stated in such written agreement. Such deposit may be used by the subdivider or developer as progress payments as the work progresses upon written certification by the City Engineer that work for which payment is sought has been completed and that sufficient funds remain in the escrow account to complete the work. Any and all funds remaining from any such escrow deposit upon completion of the work and acceptance thereof by City Council shall be promptly released by the City to the depositor; or

c. Such time as the subdivider or developer files a corporate surety bond with the City Secretary executed by a surety company licensed to do business in the State of Texas and acceptable to the City Council, in an amount equal to one hundred twenty percent (120%) of the cost of installation of all required improvements as determined by the City Engineer computed on a private commercial rate basis, guaranteeing the installation of such required improvements by the subdivider or developer within the time stated in the bond, which time shall be fixed by the Mayor or his designee.

4. Maintenance of Dedicated Improvements. Approval of a plat shall not impose any duty upon the City concerning the maintenance of improvements of any dedicated parts indicated thereon until the City Council, after inspection and recommendation by the City Engineer, shall have accepted same by motion or resolution expressing such acceptance. The subdivider or developer shall maintain all such improvements for a period of one (1) year following such acceptance by City Council; however, such one (1) year of required maintenance shall not begin until there has been filed with the City Secretary either a maintenance bond, executed by a surety company licensed to do business in the State of Texas and acceptable to the City Council, in an amount equal to one hundred percent (100%) of the cost of installation of such improvements, warranting that said improvements will render satisfactory operation for such one (1) year period, or a cash bond, in an amount equal to one hundred percent (100%) of the cost of installation of such improvements, likewise warranting that said improvements will render satisfactory operation for such one (1) year period.

C. Developments in the City's extraterritorial jurisdiction located within a municipal utility district shall comply with the following provisions:

1. Construction Plans. Construction plans and profile sheets ("Plans") for all subdivision improvements, public or private, shall be submitted with the Application for Final Plat Approval. All such Plans shall be signed and sealed by a Texas Registered Professional Engineer. A Texas Registered Professional Engineer shall provide a signed and sealed certificate that all such subdivision improvements meet the requirements of the City Design Standards. Upon receipt of such Plans and Certificate, no approval by the City Engineer, Mayor or his designee, or City Council is required. Construction plans shall be submitted to each utility or regulatory agency in Fort Bend County, with copies of such transmittals to the City.

2. Periodic inspection during construction to confirm that the improvements are being constructed in compliance with the Plans shall be provided in accordance with Texas Commission on Environmental Quality requirements. Upon completion of construction of such improvements, an inspection shall be performed by Fort Bend County and/or the Texas Commission on Environmental Quality, as appropriate depending upon the type of improvement. A Texas Registered Professional Engineer shall certify that the improvements were constructed in substantial compliance with the Plans.

3. Guarantee of Performance. No subdivision plat shall be filed of record with the County Clerk of Fort Bend County, Texas, with respect to any property in any subdivision until such time as the subdivider or developer of such subdivision has complied with all provisions of this Ordinance and such conditions of the Mayor or his designee applicable to the final plat.

4. Maintenance of Dedicated Improvements. Approval of a plat shall not impose any duty upon the City concerning the maintenance of improvements within the municipal utility district.

Section 9. Penalty. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, violate any provision of this Ordinance, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed $2000. Each day of violation shall constitute a separate offense.

Section 10. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of

competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Simonton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 11. Repeal Clause. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, ADOPTED, AND APPROVED on first and final reading the 20th day of December, 2011

_____
Daniel McJunkin, Mayor

ATTEST:

_____
S. Purcell, City Secretary

CITY OF SIMONTON

1.00 DESIGN AND CONSTRUCTION STANDARDS

1.01 Minimum Requirements

The intention of these standards is to define minimum requirements for street, utility, and drainage construction in new subdivisions within the jurisdiction of the City of Simonton. These standards are supplementary to the City's subdivision development ordinance, including subsequent amendments.

1.02 Street Paving

The following minimum standards apply to subdivision street paving:

1. Type. Six (6) inches of reinforced concrete surface with concrete curb and gutter.
2. Pavement Width.
    a. Major streets — Forty-four feet (44') to sixty-four feet (64') between back of curbs.
    b. Secondary streets — Thirty-eight feet (38') to forty-four feet (44') between back of curbs.
    c. Residential streets — Twenty-eight feet (28') to thirty-two feet (32') between back of curbs.
3. Cross Section. A standard cross section for a residential street is shown in the City's standards paving detail sheet. Cross sections for secondary and major streets shall be proportioned similarly. At intersections, curb return radius shall be twenty-five feet (25'); at cul-de-sacs, forty-five feet (45').

4. Concrete.

a. Reinforcing Steel.

1) Material — open hearth new billet steel.

2) Yield strength — 60,000 psi, minimum.

3) Splices — twenty-four (24) bar diameters.

4) Bar size and spacing — No. 3 bars at eighteen inch (18") centers, each way, minimum. Street should be designed based upon the subgrade and load use of street.

5) Bar support — metal or plastic "chairs" shall be used to hold bars in position during placement of concrete.

b. Concrete Mixture.

1) Compressive Strength — 3,000 psi, minimum at twenty-eight (28) days.

2) Slump — four and one-half inches (4- 1/2") maximum.

3) Cement factor — 5.0 bags per cubic yard, minimum.

c. Cement. Type I (Normal) Portland Cement, or with city engineer's approval, Type III (High Early Strength).

d. Aggregate. Coarse and fine aggregate shall meet the requirements of Texas Highway Department Standard Specification "Item 360" for concrete pavement.

e. Jointing.

1) Expansion joints with sleeved load transmission dowels — at ntersections. Also every eighty (80) linear feet, minimum.

2) Wood joints — sound heart redwood.

3) Joint seal — O.A. 90 asphalt or other types with approval.

f. Curing. Curing method shall retain at least ninety-seven percent (97%) of moisture at twenty-four (24) hours, at least ninety-five percent (95%) at three (3) days, and at least ninety-one percent (9 1%) at seven (7) days. (ASTM procedure C-5).

g. Test. Compressive strength — three (3) cylinders every 50 cubic yards of concrete or portion thereof. Testing lab is to be supplied by the developer.

h. Placement. Concrete shall not e placed on frozen subgrade; when air temperature is thirty-eight (38) degrees F or below; when air temperature is below forty-two (42) degrees F and declining; when finishing cannot be completed during natural daylight.

5. Subgrade.

a. Rolling machinery — all subgrade shall be rolled.

b. Density required — at least ninety-five (95%) percent of maximum density (Standard Proctor Density Test).

c. Lime stabilization — required when Plasticity Index (P.I.) of subgrade soil exceeds 18.

d. Cement stabilization — Required when low P.I. "spongy" or wet soils.

e. Subgrade shall not be allowed to dry before concrete or base is placed, not shall concrete or base be placed on frozen subgrade.

f. Density tests — at two hundred (200) linear foot intervals, or closer when requested by city engineer. Density tests shall be "staggered" across the width of the pavement. At no point should density tests be taken in a

straight line. At least one density test must be taken on the outside edge of the pavement in cul-de-sacs.

6. Large Lot Subdivision

Where every lot in a subdivision is in excess of one (1) acre in size and the natural grade of the tract to be subdivided has at least 3 feet of drop per 1,000 feet, an open ditch cross-section of road will be allowed.

a. Pavement type.

1) Concrete meeting Item 1.02.

2) Asphalt cross-section.

aa) 1- 1/2 inches of hot mix asphalt Type D meeting TxDOT Item 340 (24-foot width).

bb) 8 inches of compacted limestone meeting TxDOT Item 247, Type A, Grade 2 (25-foot width).

cc) Subgrade meeting Item 1.02-5.

b. Pavement width.

1) Residential streets — 24 feet edge to edge.

2) All other streets require concrete meeting Item 1.02-2.

c. Cross-section.

A standard cross-section for a residential street is shown on the City's standard paving detail sheet.

1.03 Sidewalks

Sidewalks shall meet the following minimum standards:

a. Dimensions.

1) Width — four feet (4'), zero inches (0"), minimum.

2) Thickness — zero feet (0"), four inches (4"), minimum.

b. Subgrade. Two inches (2") of compacted sand.

c. Cross Slope. One-fourth inch (1/4") per foot, toward curb. Slopes on sidewalks must be ADA compliant.

d. Reinforcing shall be #3 rebar at no greater than 18" C-C or # 10-6x6 welded wire mesh supported by either chairs or c.m.u. bricks.

e. Load transmission devices (dowels) shall be #4 rebar, 12" long, embedded 6" either side of expansion joint, one end shall be sleeved. Set load transmission devices 12" C-C, maximum.

f. Expansion joints are t be spaced 10' C-C and are to be sound heart redwood, 3/4" thick with OA 90 asphalt or approved sealer.

g. Control joints are to be cut (1/4 x W) at no greater than 5' C-C spacing.

h. Location. As per Figure I, as shown on standard detail sheet.

1.04 Water System

The following minimum standards apply to water system extensions within the City of Simonton:

1. Main Lines.

a. Minimum diameter — six inches (6").

b. Depth — three feet (3'), six inches (6") of cover below final grade.

d. Material — C-900 PVC DR 18.

e. Location — as shown on Standard Detail Sheet. Mains shall be looped, with no dead ends serving more than four (4) lots.

f. Mains shall be looped with no dead end serving more than four (4) lots.

2. Valves.

a. Locations — At tees: two (2) valves. At crosses: three (3) valves. At each connection to existing water system: one (1) valve.

b. Type — non-rising stem, 0-ring seals, Mueller or Clow brand. Counter-clockwise opening, mechanical joint.

3. Fire Hydrants.

a. Locations — at each street intersection and cul-de-sac end. Single family residential areas: five hundred foot (500') intervals, maximum, Commercial, including reserves: three hundred foot (300') intervals, minimum.

b. Type — Mueller brand or approved equivalent, 3-way 5- 1/4" barrel with 4 1/2 " steamer (pumper) nozzle and two (2) 2- 1/2 inch hose nozzles. Counter-clockwise opening, mechanical joint. Each fire hydrant is to have an individual gate valve (with adjustable riser box) located within 4 feet of the fire hydrant.

4. Fittings.

a. Material — cast iron, cement lined, mechanical joint. All fittings are to be thrust blocked with concrete. All fittings are to be wrapped with plastic or similar materials to prevent concrete from adhering to the mechanical joint connection components.

b. Pressure rating — 250 psi.

5. Services.

a. Corporation stop — Mueller H- 15000 or approved equivalent.

b. Curb stop — Mueller H- 15275 or approved equivalent, ending in an approved concreted or plastic meter box. (All boxes in new development are to be of the same material).

c. Meter nipple required — Mueller H 10890G or approved equivalent.

d. Pipe material — soft copper.

e. Size — 1", one per each residential lot.

f. Concrete or plastic meter box of appropriate size is required.

g. All curbs are to be marked to indicate the location of the water services for each individual lot.

6. Backfill.

a. Under streets — wrap water line with 6" layer of bank sand; remainder of trench to be filled with 1.0 sack (100psi) per cubic yard cement stabilized sand, compacted to 95% Proctor.

b. Other locations — wrap water line with a 6" layer of bank sand; remainder of trench to be filled using compacted native soil. Sandy soil must be water jetted; other soils may be compacted by rolling with a tractor or similar method.

c. All trenches are to be compacted to 95% Standard Proctor.

1.05 Sanitary Sewer System

All homes must be connected to central sanitary sewer system. The following minimum standards apply to sanitary sewer extensions within the City of Simonton.

1. Main Lines.

a. Minimum diameter — six inches (6").

b. Minimum depth — four feet (4'), zero inches (0"). Exceptions may be made on depth with City of Simonton approval.

c. Material —

1) Pipe — SDR 26 PVC.

2) Fittings — same class as pipe, with rubber gaskets.

All sanitary sewer lines must be air-tested and pass deflection testing 30 days (or longer) after installation. The City reserves the right to require filming of any sewer installation, at the developer's expense.

2. Manholes.

a. Size —

1) Four feet (4'), zero inches (0") inside diameter.

2) Thirty-two inch (32") diameter opening in cone section for access to the sanitary sewer for cleaning and maintenance.

b. Spacing — three hundred feet (400') maximum and at changes in direction or size of main line.

c. Material —

1) Pre-cast concrete manhole meeting ASTM C478 (latest revision).

2) Cast-in-place manholes shall be 4000 psi concrete with wall thickness of no less than five inches (5"). The base shall be no less than twelve inches (12") thick.

d. Pipe connection — each pipe connection to sanitary sewer manholes shall

be made water tight by either:

1) Approved flexible connectors; or

2) Water tight grout

e. Foundations — place manhole base on twelve inches (12") minimum of compacted cement stabilized sand.

f. Manhole ring and lid —

1) Install thirty-two inch (32") diameter cast iron ring using approved sealant.

2) In pavement — adjust ring and cover to grade. (The City may require infilteration prevention measures, to be decided on a case by case basis. If they are required, the developer must pay for them).

3) In unpaved areas — adjust ring and cover to at least six inches (6") above surrounding grade, sloping grade away from the manhole.

4) Manhole lid is to have "Sanitary Sewer" cast into it. No other reference is to be cast into the lid.

3. Services.

a. Minimum sizes —

1) Residential: single service — four inches (4"); double service — six inches (6").

2) Commercial: Six inch (6") minimum.

b. Material — Sch. 40 or SDR 26 PVC.

c. Fittings required — wye, bend, and plug.

d. Stack required — where sewer depth exceeds six feet (6'), zero inches (0").

e. Marking — "As built" plans required showing locations, with 4" x 4" oak timber marking each service and extending two feet (2') above ground. Painted with a bright color paint. (Capped four inch (4") diameter PVC pipe may be used in lieu of oak timber). Curb is to be marked to indicate the location of the sanitary sewer service.

f. Bedding — cement stabilized sand (one sack per cubic yard). Thickness to be one half (1/2) of the pipe diameter beneath the pipe (in no case less than 6" thickness) and to the centerline of the pipe.

4. Backfill. Same as for water systems.

5. Location. Except in unusual circumstances and after recommendation by the city engineer and approval of City Council, sanitary mains shall be located in front of lots. They shall be placed within street rights-of-way opposite water mains. If authorized to be placed at rear of lot, mains shall be no closer than five feet (5') to the easement boundary.

1.06 Drainage

The following minimum standards apply to drainage construction within new subdivisions. The City of Simonton has adopted the Fort Bend County Drainage District's Criteria Manual and all drainage calculations and plans shall be approved by the Drainage District.

1. Storm Sewers and Culverts.

a. Minimum diameter — twenty-four inches (24"); eighteen inches (18") for pipe serving one (1) inlet.

b. Minimum slope — storm sewers: 0.1%. Culverts shorter than one hundred feet (100'): 0.1 foot.

c. Material —

1) Class lll reinforced concrete pipe.

2) High density polyethylene (HDPE) corrugated smooth lined thermoplastic pipe may be used when approved by the city engineer.

3) Texas Highway Department standard box culverts and headwalls.

d. Joints —

1) Class lll Reinforced Concrete Pipe — bell and spigot joints with "0" ring type gaskets.

2) High Density Polyethylene Pipe — bell and spigot joints with "0" ring type gaskets.

3) Box Culverts — "Ram-Nek" type asphaltic sealer or approved equal with joints to meet Texas Department of Highway specification.

e. Bedding — All storm sewer is to be bedded with one and one-half (1- 1/2) sack per cubic yard of cement stabilized sand, compacted to twelve inch (12") thickness, minimum.

f. Backfill — All storm sewer piping shall be backfilled to a minimum of twelve

inches (12") over the top of the pipe with one and one half (1- 1/2) sack per cubic yard cement stabilized sand, compacted by mechanical means. When using HDPE pipe, caution shall be taken to insure proper bedding and backfill to meet the manufactures recommendations to provide the structural support necessary.

g. Junction Boxes and Manholes —

1) Size: nominal pipe size plus twelve inches (12").

2) Material: reinforced concrete, designed for the load. Minimum wall thickness — 5".

3) Location —

aa) At changes in pipe size or direction.

bb) At distances not to exceed four hundred feet (400').

4) Access Covers: twenty-four inch (24") diameter cast iron ring and cover with the word "Storm" cast into the cover.

h. Inlets —

1) Minimum throat size: six inches (6") high X five feet (5') long.

2) Material: reinforced concrete, designed for load.

3) Wall thickness: five inches (5").

4) Access: twenty-four inch (24") diameter cast iron ring and cover (see 1.06.g.4 above).

2. Open Channels.

a. Unlined ditches — side slopes: three (3) horizontal, one (1) vertical. Bottom slope: 0.05% minimum. Easement width: top width plus sixteen

feet (16') on one (1) side plus six feet (6') on other side.

b. Lined channels — bottom slope: 0.05% minimum. Lining material: five inches (5") thick concrete with #3 bars at eighteen inches (18") center to center. With approval of the City, pre-cast concrete pavement may be used in lieu of concrete. Concrete characteristics: same as for street paving. Easement width: top width plus twelve feet (12') on one (1) side and four feet (4') on the other side.

3. Design Criteria.

a. Storm period: twenty-five (25) years.

b. Runoff coefficient:

1) Single family residential area — fifty percent (50%).

2) Commercial areas — eighty percent 80%).

1.07 Street Signs

For uniformity, street signs shall be approved through the City of Simonton. Cost of signs and erection are the responsibility of the developer. Signs are required at each street intersection.

1.08 Regulations and Other Entities

These construction standards are not intended to replace the regulations of state or federal governmental entities whose jurisdiction includes new subdivisions within the jurisdiction of the City of Simonton.

2.00 RESPONSIBILITY FOR STREET AND UTILITIES INSTALLATION

2.01 Developer Responsibilities

In general, the subdivider or developer shall be required to construct at his expense, all streets, alleys, sidewalks, crosswalks, street markers, sanitary sewers, sewage lift stations or other sewage facilities, water mains, and water systems, drainage culverts, storm sewers, bridges, street lights and other appurtenances in strict accordance with Article 1.00, necessary and required to adequately serve the subdivision or addition to be developed by him.

2.02 Street, Utilities and Appurtenances to Become Property of City

All streets, utilities and other appurtenances constructed by the developer shall become the property of the City of Simonton upon completion and acceptance by the city engineer and the City Council.

2.03 When City to Assist Developer

Upon the passage of these standards, it will be the policy of the City of Simonton to assist the developer in recovering the cost of construction of such facilities where sizes and capacities of facilities are required to service urban development of a larger area than that being subdivided or areas extending beyond the limits of the proposed subdivision to the extent hereinafter set forth; but the City reserves the right to consider each facility on its own merits.

3.00 PARKS, PLAYGROUND, SCHOOLS, AND OTHER PUBLIC FACILITIES

3.01 Parks and Playgrounds

A subdivider shall be required to provide open space for park purposes or dedicate funds for parks as set out in this ordinance.

3.02 Schools

The location, size and shape of any proposed school site shall be in accordance with the master plan of the City of Simonton and/or Fort Bend County as amended or supplemented, as approved by the City Council and finally accepted by the City Council and Lamar Consolidated Independent School District.

3.03 Public Facilities and Other Special Land Uses

The location, size and shape of any proposed public facility or other special land use site shall be in accordance with the comprehensive plan for the City of Simonton and/or Fort Bend County, as amended and supplemented, as approved by the Mayor or his designee and finally accepted by the City Council.

EXHIBIT C

VARIANCES

Subject	Current Development Ordinance	Approved Variance
Sanitary	City requires (either 300′ or 400′-there is a typo & both are called out) manhole spacing	Allow spacing as follows: 400′ (6″-15″) & 800 (18″-48+″)
Drainage	City requires 400′ maximum manhole spacing	Maximum manhole spacing of 700 feet
Drainage	The City's design event is a 25 year event. COH uses a 2 year. FBC uses 3 year storm sewer design with 25 year HGL as starting elevation	Follow FBC storm sewer sizing criteria
Setbacks	Front: 40′, except cul-de-sac lots may be 35′ Side: 15′ on each side Corner lots: 20′ on street side; 15′ on inner lot line	Front: 25′, except cul-de-sac lots may be 20′ Side: 5′ on each side Corner lots: 10′ on street side; 5′ on inner lot line
Setbacks		Townhouse products, or other specialty products, may have zero front and side setbacks
Streets	Width of the right-of-way to be dedicated for any street shall be at least sixty (60) feet	Width of right-of-way to be dedicated for any street shall be at least fifty (50) feet
Lot Size	The minimum single family residential lot size is ½ acre	The minimum lot size for townhouse products, or other similar specialty products is 2,420 sq. ft.; and for traditional single-family detached products, is 3,300 sq. ft.
Pavement Width	Major Streets- 44 ft to 64 ft between back of curbs Secondary Streets- 38 ft to 44 ft between back of curbs Residential Streets- 28 ft to 32 ft between back of curbs	Major Streets- 28 ft to 64 ft between back of curbs Secondary Streets- 36 ft to 44 ft between back of curbs Residential Streets- 28 ft to 32 ft between back of curbs
Cross Section		Reserved

EXHIBIT D

FORM OF CONSENT RESOLUTION

RESOLUTION NO. _____

A RESOLUTION SUPPORTING AND GRANTING CONSENT TO THE CREATION OF SPECIAL DISTRICTS, CONTAINING VARIOUS PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, one or more special districts described on Exhibit "A" (the "Districts"), have been or are proposed to be created on approximately ___-acres, more or less, described on the attached Exhibit "B" (the "Property"); and

WHEREAS, the Property is located within the corporate limits/extraterritorial jurisdiction of the City of Simonton, Texas (the "City"), and the City desires to grant consent to the creation of the Districts; and

WHEREAS, the Texas Local Government Code provides that land within a city's corporate limits or extraterritorial jurisdiction may not be included within a District without the city's written consent.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, as follows:

Section 1. The facts and opinions in the preamble of this Resolution are true and correct.

Section 2. The City Council of the City of Simonton, Texas, gives its written consent to the creation of the Districts.

Section 3. The City Council of the City of Simonton, Texas, hereby specifically imposes the conditions set forth in Exhibit "C" attached hereto and made a part hereof for all purposes.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter

thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the ___ day of _____, 20__.

_____
Mayor

ATTEST:

_____
City Secretary

Exhibit A

- Any municipal utility district created by general law or special law pursuant to Article XVI, Section 59, Texas Constitution, and operating under Chapters 49 and 54, Texas Water Code and any other general laws applicable to municipal utility districts.

- A municipal management district created by general law or special law pursuant to Article XVI, Section 59; Article III, Section 52; and Article III, Section 52-a, Texas Constitution, and operating under Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code, and any other general laws applicable to municipal management districts.

Exhibit B

(Property description)

Exhibit C

The District may issue bonds for any purpose authorized by law. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, 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 bids for

the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

EXHIBIT E

MEMORANDUM OF DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
§ KNOW EVERYONE BY THESE PRESENTS:
COUNTY OF FORT BEND §

A Development Agreement (the "Agreement") was made and entered into as of _____, 20__, by and between the CITY OF SIMONTON, TEXAS (the "City"), a municipal corporation in Fort Bend County, Texas, acting by and through its governing body, the City Council of Simonton, Texas, and TWINWOOD US, INC. (the "Developer").

The Developer owns, or may own, approximately _____acres of land more particularly described in Exhibit "A" attached hereto (collectively, the "Property"). The purpose of the Agreement is to define the City's regulatory authority over the Property, to establish certain restrictions and commitments imposed and made in connection with the Property, to provide certainty to the Developer concerning annexation and regulation of the Property for a period of years, and to identify and establish development guidelines for the development of the Property.

A copy of the Agreement, and all exhibits, and supplements or amendments thereto, may be obtained from the City Secretary of the City, upon payment of duplicating costs.

EXECUTED as of _____, 20__.

CITY OF SIMONTON, TEXAS

By: _____
Daniel McJunkin
Mayor

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Daniel McJunkin, known to me to be the person whose name is subscribed to the foregoing instrument as Mayor of the City of Simonton, Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of the City of Simonton, Texas.

GIVEN under my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

My commission Expires:

_____

TWINWOOD US, INC., a Texas corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Glenn Plowman, known to me to be the person whose name is subscribed to the foregoing instrument as President of Twinwood US, Inc., a Texas corporation, on behalf of such corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

My commission Expires:

_____

CBDS INVESTMENTS, INC., a Texas corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Glenn Plowman, known to me to be the person whose name is subscribed to the foregoing instrument as President of CBDS Investments, Inc., a Texas corporation, on behalf of such corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

My commission Expires:

_____